

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

**Regular Meeting**  
**December 16, 2013**  
**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. New Council Member Oath of Office:
  - a) Announcement of Liz Hilyard, qualified to be seated as a member of the City Council and pledge of Oath of Office and acknowledgement that the appropriate bond is in process.
  - b) Newly elected Council member is seated.
7. Consent Calendar:
  - a) Approve the minutes of the December 2, 2013 Regular Meeting.
  - b) Cancel the December 30, 2013 Regular Council meeting as two regular meetings will have already been held in the month of December.
  - c) Council to approve Request For Proposals for playground equipment and authorize the City Clerk to advertise for bids to be received by January 8, 2014 at 2:00 p.m.
8. Claims:
  - a) Regular claims
9. Petitions, Communications, Public Input:
  - a) Council to consider applications from St. Agnes Catholic Church, 2314 Third Ave., Scottsbluff, NE for 4 special designated liquor licenses to serve beer and wine at 4 Fish Fry events on January 31, 2014; March 7, 2014; and March 28, 2014; and April 11, 2014 from 5:00 p.m. to 9:00 p.m. each day
  - b) Council to consider issuance of a 2 special arts-related event wine permits for the West Nebraska Arts Center, 106 E. 18th Street and special designated liquor licenses to serve wine at 2 art receptions on January 3, 2014 from 4:00 p.m. to

8:00 p.m. and January 18, 2014 from 6:00 p.m. to 11:00 p.m.

10. Reports from Staff, Boards & Commissions:
  - a) Council to discuss roles and expectations of Council appointments to boards and commissions.
  - b) Council to consider Council appointments to the following Boards, replacing Mike Deibert:
    - i) Twin Cities Development
    - ii) Technical Advisory Committee
    - iii) Public Alliance for Community Energy (PACE)
    - iv) Senior Center
  - c) Council to authorize the Mayor to sign the contract with Copier Connection for the maintenance of the Development Services Copy Machine.
  - d) Council to receive an update on projects listed on the City's web site.
  - e) Council to consider the amended Interlocal agreement with the City of Alliance naming Perry Mader the "Responsible Charge" for their downtown Historic Lighting Federal Aid Project.
11. Resolution & Ordinances:
  - a) Council to consider a Resolution authorizing the City to apply for assistance from the Safe Routes to School Program.
  - b) Discussion and instructions to staff regarding the intersection at 27th Street and Second Avenue traffic flow.
  - c) Council to consider the Preliminary Plat for Blocks 1, through 7, Reganis Subdivision a replat of Lots 1 & 2, Block 1, Idlewylde Addition and part of Block 1A, Scotts Bluff College Tract, and unplatted lands.
  - d) Consider the Ordinance rezoning .80 acres from C-2 Commercial to R-1 Residential. (Second Reading)
  - e) Consider the Ordinance rezoning 3.22 acres from R-1 Residential to C-2 Neighborhood and Retail Commercial. (Second Reading)
  - f) Council to consider a Resolution outlining an amended Redevelopment Area for Blight Area Survey No. 7, eliminating the area known as Sheldon Heights.
  - g) Council to consider adoption of the amended pension plan documents for general employees and approve the Resolution.
  - h) Council to consider adoption of the amended pension plan for police employees and approve the Ordinance.
  - i) Council to consider adoption of the amended pension plan for fire employees and approve the Ordinance.
  - j) Council to consider approval of the Resolutions appointing Philip Mark Bohl as the City of Scottsbluff Street Superintendent for 2013 and 2014.
12. 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

13. Council reports (informational only):
14. Scottsbluff Youth Council Representative report (informational only):
15. Adjournment.

# **City of Scottsbluff, Nebraska**

**Monday, December 16, 2013**

**Regular Meeting**

## **Item Oath1**

**Announcement of Liz Hilyard, qualified to be seated as a member of the City Council and pledge of Oath of Office and acknowledgement that the appropriate bond is in process.**

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

**OATH OF OFFICE**

STATE OF NEBRASKA                    )  
  )       SS  
COUNTY OF SCOTTSBLUFF        )

I, Liz Hilyard, do solemnly swear that I will support and defend the Constitution of the United States and the Constitution of the State of Nebraska, against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; that I take this obligation freely, without any mental reservation or for purpose of evasion; and that I will faithfully and impartially perform the duties of the office of council member according to law, and to the best of my ability. And I do further swear that I do not advocate, nor am I a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence; and that during such time as I am in this position I will not advocate nor become a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence. So help me God.

Dated this 16<sup>th</sup> day of December, 2013.

\_\_\_\_\_  
Liz Hilyard

Subscribed in my presence and sworn to before me this 16<sup>th</sup> day of December, 2013.

\_\_\_\_\_  
Witness

**City of Scottsbluff, Nebraska**  
**Monday, December 16, 2013**  
**Regular Meeting**

**Item Oath2**

**Newly elected Council member is seated.**

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

# **City of Scottsbluff, Nebraska**

**Monday, December 16, 2013**

**Regular Meeting**

## **Item Consent1**

**Approve the minutes of the December 2, 2013 Regular Meeting.**

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

The Scottsbluff City Council met in a regular meeting on Monday, December 2, 2013 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 November 29, 2013, 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 November 29, 2013. 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 Deputy City Clerk Burbach 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: Raymond Gonzales, Mark McCarthy, Randy Meininger, and Scott Shaver. Absent: 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.

Moved by Council Member Gonzales, seconded by Council Member Shaver, that:

1. "The minutes of the November 18, 2013 Regular Meeting be approved,"
2. "The City Hall office be closed to the public on January 9 and 10, 2014 due to utility software conversion," "YEAS", Gonzales, Shaver, McCarthy and Meininger, "NAYS" None. Absent: None.

Moved by Council Member Gonzales, seconded by Council Member McCarthy, "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 December 2, 2013, as on file with the City Clerk and submitted to the City Council," "YEAS", Gonzales, Shaver, McCarthy and Meininger, "NAYS" None. Absent: None.

#### CLAIMS

ALAMAR UNIFORMS, UNIFORMS, 364.31; ALTITUDE TRAINING ASSOCIATES, STORMWATER TRAINING, 1000; AM WATER WORKS ASSOC INC, MEMBERSHIP, 174; AMAZON.COM HEADQUARTERS, BKS, 46.81; ANTHONY KOERNER, ADV TRVL, 75; ASSOC SUPPLY COMPANY, INC, BLD MTC, 1124.42; ATCO MANUFACTURING COMPANY, DEP SUP, 64.47; B & C STEEL CORPORATION, BIOSOLIDS BLDG ADDN, 6218.36; BAKER & TAYLOR CO, BKS, 35.8; BLUFFS SANITARY SUPPLY INC., JAN. SUP., 353.46; BROWN NELSON ELECTRIC, EQUIP MAINT, 241.82; BYTES COMPUTER & NETWORK SOLUTIONS, DEPT. SUPPLIES, 805.79; CAPITAL BUSINESS SYSTEMS INC., CPR MNT, 209.04; CAREERTRACK, SUPERVISOR TRAIN, 199; CHADRON MEDICAL CLINIC, P.C., CONTRACTUAL, 392; COLONIAL LIFE & ACCIDENT INS CORP, I, SUPP INS, 48.7; CONNECTING POINT INC, DEPT. SUPPLIES, 887;

CONSOLIDATED MANAGEMENT, TRAINING, 561.25; CONTRACTORS MATERIALS INC., SUPP, 438.55; CREDIT MANAGEMENT SERVICES INC., WAGE ATTACHMENT, 203.42; CRESCENT ELECT. SUPPLY COMP INC, ELECT. BOXES, 708.38; DALE FOOTE, ADV TRVL, 15; DALE'S TIRE & RETREADING, INC., EQP MTC, 28.95; DEUEL COUNTY SHERIFF DEPT, LEGAL FEES, 27.5; DOUGLAS PRODUCTS & PACKAGING, TRAINING, 300; EDDY GONZALEZ, UTILITY REF, 75.7; ENVIRO SERV INC, SAMPLES, 135; FASTENAL CO., SYSTEM MAINT, 42.23; FEDERAL EXPRESS CORP., SHIPPING FEES, 305.47; FLOYD'S SALES & SERV INC., VEHICLE MTNC, 550.2; FRANCISCO'S BUMPER TO BUMPER INC, VEH MTC, 1093.85; FRANK IMPLEMENT INC., EQP MTC, 35.84; FREMONT MOTOR SCOTTSBLUFF, LLC, VEHICLE REP, 785.35; GOLD WATCH LLC, HAULING RECYCABLES, 750; HAWKINS, INC., CHLORINE, 1588.9; HEILBRUN FARM IND SUPP. INC., VEHICLE MAINT, 467.76; ICMA RETIREMENT TRUST 457, DEF COMP, 1125.14; IDEAL LINEN SUP INC., SUPP, 272.78; J G ELLIOTT CO. INC., BOND, 100; J.D.'S ACE BODY SHOP, VEH MTC, 2755.8; JIM HARRISON, SCL&CON, 39; JOHN DEERE FINANCIAL, UNIFORM SUP, 139.96; JOHN DEERE FINANCIAL, DEP SUP, 14.99; JOHN DEERE FINANCIAL, SUPP, 4.95; KYLER BRUNZ, SCL&CON, 39; LANCE KITE, REIMB TRVL EXP, 48; LOGAN CONTRACTORS SUPPLY INC, JOINT SEALANT, 31.54; LYNN PEAVEY CO INC, INVEST SUPPL, 111; M.C. SCHAFF & ASSOC, INC, OCTOBER 2013, 1492.75; MENARDS, DEPT SUP, 259.18; MONEY WISE OFFICE SUPPLIES, DEPT SUPPL, 475.8; MONUMENT PREVENTION COALITION, CONTRACTUAL, 880; MUNICIPAL SUPPLY, INC., DEPT SUP, 1044.92; NAT'L FIRE PROTECTION, FIRE CERT, 250; NE ASS'N OF POLICE CHIEFS, MEMBERSHIP, 50; NE DEPT OF ENVIRONMENTAL CONTROL, SRF LOAN PMTS, 334189.77; NE DEPT OF REVENUE, OCT 2013 SALES & USE TAX, 28793.18; NE LIBRARY COMMISSION, EMP TRG, 10; NE REC & PARKS ASSOC, MEM, 120; NE SAFETY & FIRE EQUIPEMENT INC., SUPP, 923; NORTHWEST PIPE FITTINGS, INC. OF SCB, GRD MTC, 508.69; NPPD, ELECTRIC, 60191.72; OCLC, INC, CAT SVC, 166.37; O'REILLY AUTOMOTIVE, INC, VEHICLE MAINT, 13.66; PANHANDLE COOP INC., FUEL, 3733.26; PERRY MADER, SCHOOL & CONF, 65; PLATTE VALLEY BANK, BOND PAYT., 125745; POSTMASTER, POSTAGE, 176.19; PRINT BROKER, DEPT SUPPL, 308; RANDY'S AUTO SERVICE, UTILITY REF, 31.27; RCI, FLEX & MED CLAIMS, 78, 146.42; REGION I OFFICE OF HUMAN DEVEL, CONTRACTUAL SERVICES, 825; REGISTER OF DEEDS, LEG FEE, 50; RESPOND FIRST AID SYSTEMS, SUPP, 32.77; RICK DEEDS, SCL&CON, 39; ROOSEVELT P P DIST, ELECTRIC, 1672.18; S M E C, EMPLOYEE DED, 249.5; SCB FIREFIGHTERS UNION LOCAL 1454, UNION DUES, 195; SCB POLICE OFFICERS ASS'N, UNION DUES, 378; SCOTTSBLUFF LANDSCAPING INC, STORMWATER PROJECT SUP, 1528; SHANE T DENNIS, UTILITY REF, 65.86; SIMON CONTRACTORS, CONCRETE, 3717.89; SIRSIDYNIX, DPT SUP, 364.5; SLAFTER OIL CO INC., EQUIP REP, 76.3; SNELL SERVICES INC., ELC MTC, 960.85; SPECIAL INVESTIGATIONS, GRANT-ALCOHOL, 408; STAPLES, OFFICE SUP, 143.97; STATE HEALTH LAB, SAMPLES, 368; STATE OF NE., CONTRACTUAL, 525; STATE PATROL, HIDTA OVERTIME WAGES, 123.92; STEPHANIE M CURR, UTILITY REF, 31.27; THE SHERWIN-WILLIAMS CO, BDG MTC, 112.73; TIMOTHY SHASKE, SCL&CON, 39; TOMMY'S JOHNNY'S INC, CON SVC, 150; TOTAL FUNDS BY HASLER, PSTG, 500; TYLER TECHNOLOGIES, INC, CONTR. SERV., 7959.04; UNIQUE MANAGEMENT SERVICES, INC, C. SVCS, 465.4; UPSTART ENTERPRISES, LLC, DEP SUP, 33.36; US BANK, BOND PAYT, 239318.75; US BANK-CPS, EQUIP MAINT, 836.72; USA BLUEBOOK, SYSTEM MAINT, 229.19; VISTABEAM, CON SRV, 16; WALMART COMMUNITY/GEMB, DEPT SUPP, 158.84; ZM LUMBER CO., DEP SUP, 78.55.

Council discussed the request for a permit for a horse and carriage operation from Margaret Blaha. The legal department has researched the codes and found there isn't an ordinance that addresses this type of business. City Attorney Olsen explained that the definition of vehicle found in our ordinance included this horse and carriage. There are a number of items that would need to be considered for a new ordinance allowing a horse and carriage operation. Mr. Olsen explained that for now, a taxi cab license would work

for a temporary license during the holiday season until an ordinance is created. Moved by Mayor Meininger, seconded by Council Member Shaver, "to have staff work with Margaret Blaha to permit her horse and carriage operation under the current taxi cab licensing process until a separate licensing procedure and Ordinance can be developed," "YEAS", Gonzales, Shaver, McCarthy and Meininger, "NAYS" None. Absent: None.

Mayor Meininger opened the public hearing at 6:05 p.m. as scheduled for this date to consider the Preliminary Plat for Blocks 1 through 7, Reganis Subdivision. Mr. Kuckkahn explained that staff was concerned about the review process, and suggested that a third party look at the preliminary plat. Baker and Associates will conduct the additional review on this plat. Mr. Kuckkahn explained the preliminary plat, pointing out the commercial development and residential lots. Mr. Dave Schaff with M.C. Schaff and Associates approached the Council and explained that he is part of the development team for this project. He informed Council that the sanitary sewer will need to be relocated for this project. Mayor Meininger added that since there will be a third party looking at the plat, an additional review will take place by the planning commission. There were no further comments by the public. Mayor Meininger closed the public hearing at 6:20 p.m.

Mayor Meininger opened the public hearing at 6:20 p.m. as scheduled for this date to consider the zone change requests for the Reganis Subdivision. Mr. Kuckkahn explained the rezone request which will adjust the current zoning in this area, changing .80 acres to Residential and 3.22 acres rezoned to Neighborhood & retail Commercial. There were no comments by the public. Mayor Meininger closed the public hearing at 6:25 p.m.

Mayor Meininger introduced the Ordinance which was read on first reading by title: AN ORDINANCE DEALING WITH ZONING, AMENDING SECTION 25-1-4 BY UPDATING THE OFFICIAL ZONING DISTRICT MAP TO SHOW THAT REAL ESTATE IN THE IDLEWYLDE ADDITION, IN THE CITY OF SCOTTSBLUFF CONTAINING AN AREA OF 0.80 ACRES, MORE OR LESS, WHICH IS CURENTLY ZONED AS C-2, WILL NOW BE INCLUDED IN THE R-1 SINGLE FAMILY RESIDENTIAL ZONE, AND REPEALING PRIOR SECTION 25-1-4.

Mayor Meininger introduced the Ordinance which was read on first reading by title: AN ORDINANCE DEALING WITH ZONING, AMENDING SECTION 25-1-4 BY UPDATING THE OFFICIAL ZONING DISTRICT MAP TO SHOW THAT REAL ESTATE IN THE IDLEWYLDE ADDITION, IN THE CITY OF SCOTTSBLUFF CONTAINING AN AREA OF 3.22 ACRES, MORE OR LESS, WHICH IS CURENTLY ZONED AS R-1, WILL NOW BE INCLUDED IN THE C-2 NEIGHBORHOOD AND RETAIL COMMERCIAL ZONE, AND REPEALING PRIOR SECTION 25-1-4.

City Manager Kuckkahn explained that a developer had requested consideration of a city ordinance which requires individual water and sewer taps for each building on a property, as they are interested in only having one tap for multiple buildings on their development. Kelley Strey with B & C Steel approached the Council and explained that he is working on the Skiles Industry project by the airport. They are building two buildings with the same owner, same use and would like to have one water and sewer tap for both buildings. City Manager Kuckkahn explained the reasons why we currently require one tap for each building, which is in place if the property is ever split and sold to separate owners. The main issue involves the problems with billing. Mayor Meininger suggested amending the ordinance to allow for only one tap for multiple buildings if they are common use and common ownership. If the property is split, there needs to be a requirement for additional meters. Council directed staff to review the ordinance and work on a solution to this particular issue.

Mr. Kuckkahn presented the bids for a new compost windrow turner. The staff has recommended awarding the bid for a new Compost Windrow Turner for the Wastewater Department to N40, LLC, in the amount of \$340,600.00. Staff has inspected the equipment and was satisfied with the quality of the



equipment bid from Murphy Tractor, which substantially met all specifications. Mr. Ryan Puckett with Power Screening LLC addressed the Council and felt that the bid they submitted was the only one that complied with the bid specifications. They were the only company who brought the actual machine for a demonstration of the windrow turner. Lynn Garton, Wastewater Supervisor, commented that when they developed the bid specifications, they looked at current equipment options from the three firms who submitted bids. Cody Isom, Wastewater Department, visited a couple of composting sites and inspected the equipment. Murphy Tractor submitted a bid for equipment that was substantially less expensive, but still performed satisfactorily. Council Member Shaver asked if the other bidders were contacted regarding staff's willingness to look at equipment with fewer options. Mr. Garton said they did not contact them. The equipment they are recommending be purchased does have the necessary features and staff could not support spending \$100,000 – \$200,000 more for the other equipment. Council Member Shaver commented that if the standards change, we should contact the other bidders. Mr. Kuckkahn stated that we need to provide equipment that suits our needs. The specifications are not to be interpreted as restrictive, but rather as a measure of the safety, quality and performance against which all equipment bids will be compared. Consideration will not be confined to price only, contract will be awarded for the equipment which best serves the interests of the City of Scottsbluff when cost, equipment, safety, quality and delivery are considered. The City of Scottsbluff reserves the right to reject any or all bids or any part thereof, and to waive any minor technicalities. He added, these are high price pieces of equipment and it is important that we consider the interest of the taxpayer.

Mr. Garton explained that they used guidelines from Power Screening for the specifications, and included a disclosure regarding the guidelines in the specifications. City Attorney Howard Olsen questioned whether needs and specifications are two different things. Mr. Garton explained that the differences between the pieces of equipment were insignificant. Mr. Olsen commented that minor differences will exist, he is mainly concerned if there are major differences. Mr. Todd Dunderdale and Mr. Ryan Puckett, representing the companies that supply equipment to Power Screening were also present to offer additional information about their equipment.

Tom Murphy from Murphy Tractor gave the Council additional information on the equipment and their bidding process. Michael McCusker, who supplies equipment to Murphy Tractor explained the differences between their equipment and the equipment from Power Screening.

Ryan Puckett from Power Screening clarified, that the difference in just this one piece of equipment was \$50,000.00 which included an extended warranty. Mayor Meininger clarified that the difference was actually \$61,400.00 for the record.

Moved by Council Member Gonzales, seconded by Council Member Shaver, "to reject the bids received for the new Compost Windrow Turner for the Wastewater Department and re-bid the equipment," "YEAS", Gonzales, Shaver, McCarthy and Meininger, "NAYS" None. Absent: None.

Moved by Council Member McCarthy, seconded by Council Member Shaver, "to reject the bids received for the new low speed, high torque Shredder for the Environmental Services Department and re-bid the equipment," "YEAS", Gonzales, Shaver, McCarthy and Meininger, "NAYS" None. Absent: None.

Moved by Council Member Shaver, seconded by Council Member McCarthy, "to reject the bids received for the new Mobile Star Screen for the Wastewater Department and re-bid the equipment," "YEAS", Gonzales, Shaver, McCarthy and Meininger, "NAYS" None. Absent: None.

Assistant City Manager Nathan Johnson presented the bids received for the downtown streetscape from Dropseed and Big Muddy Workshop. Proposals were reviewed by Mr. Johnson, Amy Seiler (Nebraska Forest Services), and Annie Folck, Stormwater Specialist. Staff is recommending awarding the bid to Dropseed because of their superior experience with irrigation systems and a lower cost. Moved

by Mayor Meininger, seconded by Council Member Shaver, “to award the bid for a streetscape master plan for the downtown business district to Dropseed Studio in the amount of \$24,340.00,” “YEAS”, Gonzales, Shaver, McCarthy and Meininger, “NAYS” None. Absent: None.

Assistant City Manager Johnson gave information regarding software license for Beehive, which will provide additional information on the city’s website regarding our GIS information and extended information for developers. Moved by Council Member McCarthy, seconded by Council Member Gonzales, “to approve the software license for Beehive Homebase and authorize the Mayor to sign the notice to proceed,” “YEAS”, Gonzales, Shaver, McCarthy and Meininger, “NAYS” None. Absent: None.

City Manager Kuckkahn explained the amended Police Contract is part of the negotiations and was acceptable by the Union. Moved by Council Member Gonzales, seconded by Council Member Shaver, “to approve the amended Police Contract ARTICLE XXIII Health Insurance and authorize the Mayor to execute the contract,” “YEAS”, Gonzales, Shaver, McCarthy and Meininger, “NAYS” None. Absent: None.

Mr. Kuckkahn presented the amended Fire Contract, which was also part of the Union negotiations. Moved by Council Member Shaver, seconded by Council Member McCarthy, “to approve the amended Fire Contract ARTICLE XXI Health Insurance and authorize the Mayor to execute the contract,” “YEAS”, Gonzales, Shaver, McCarthy and Meininger, “NAYS” None. Absent: None.

Council reviewed the proposal to place a cellular phone tower on property owned by the City. The location is a remote corner of the 23 Club Ball Field. The Parks Department has reviewed the proposal and the location and do not have any issues with this portion of the land being used. Council directed staff to pursue a lease agreement with Verizon for a cellular phone tower on city-owned property and bring it back to Council.

Mr. Kuckkahn explained that the City of Alliance needs our assistance with their Historic Lighting project in providing a certified “Responsible Charge” (RC) for the project. Perry Mader, Parks Superintendent, is certified as a RC, and we are agreeable to helping Alliance with their project, but we do not want Mr. Mader working on this project during the summer months when the Parks Department is busy. We can provide Mr. Mader’s assistance until March 1<sup>st</sup>, at which time, Alliance will need to find another RC to assist with their project. Staff will bring the documents, which will limit the amount of time Mr. Mader will work this project, back to Council at the next meeting. Moved by Council Member Gonzales, seconded by Council Member Shaver, “to approve the interlocal agreement with Alliance, Nebraska naming Perry Mader the Responsible Charge for their Historic Lighting Federal Air Project, conditional upon Mr. Mader working on the project no later than March 1, 2014 and agreeing to a satisfactory number of hours,” “YEAS”, Gonzales, Shaver, McCarthy and Meininger, “NAYS” None. Absent: None. Staff will bring the amended documents back to Council at the next meeting.

City Manager Kuckkahn presented the agreement to purchase property for the purpose of Stormwater Management. Mayor Meininger declared a conflict of interest regarding this agreement as he is now a member of the Scottsbluff Drain Board. Moved by Council Member Shaver, seconded by Council Member McCarthy, “to declare a conflict of interest for Mayor Meininger regarding the purchase of property for the purpose of stormwater management and excuse him from discussing or voting on the item,” “YEAS”, Gonzales, Shaver, McCarthy and Meininger, “NAYS” None. Absent: None.

Moved by Council Member Shaver, seconded by Council Member McCarthy, “to authorize the Mayor to sign the agreement for purchase of property at 1308 East 17<sup>th</sup> Street for the price of \$15,000.00 for the purpose of Stormwater Management,” “YEAS”, Gonzales, Shaver, and McCarthy, “NAYS” None. Absent: None. Abstain: Meininger.

Mayor Meininger presented the five candidates who have submitted letters of interest to fill the Council vacancy left by Council Member Mike Deibert. He stated that each candidate possessed qualities that would make them an excellent Council Member. Mayor Meininger shared information about each

candidate and asked each of them to come forward to explain why they would like to serve on the Scottsbluff City Council. The following candidates addressed the Council: Mike Mawhinney, Dennis Duffield, Jordan Colwell, Elizabeth Hilyard, and Pete Marez.

The Council thanked each candidate and Mayor Meininger reminded them that there will be three Council positions up for re-election for the 2014 election and encouraged all of them to consider filing for election.

Moved by Mayor Meininger, seconded by Mark McCarthy, to elect Elizabeth Hilyard to fill the vacant City Council position,” “YEAS”, Gonzales, Shaver, McCarthy and Meininger, “NAYS” None. Absent: None.

Council introduced Ordinance No. 4115 which was read by title on third reading: AN ORDINANCE OF THE CITY OF SCOTTSBLUFF AMENDING SEWER USER FEES AT CHAPTER 6 ARTICLE 6, INCLUDING SURCHARGE FOR STORMWATER REGULATORY REQUIREMENTS, AMENDING AND CHANGING THE SOLID WASTE COLLECTION FEES AT CHAPTER 6 ARTICLE 6, WATER SERVICE FEES AT CHAPTER 6 ARTICLE 6, PARKING FEES AT CHAPTER 6 ARTICLE 6, AND MISCELLANEOUS POLICE FEES FOR POLICE SERVICES AND PERMITS AT CHAPTER 6 ARTICLE 6, REPEALING PRIOR PROVISIONS OF THE MUNICIPAL CODE AND PROVIDING FOR AN EFFECTIVE DATE.

Moved by Mayor Meininger, seconded by Council Member Gonzales, “to approve Ordinance No. 4115, amending various fees,” “YEAS”, Gonzales, McCarthy and Meininger, “NAYS”, Shaver. Absent: None.

Under Council Reports, Mayor Meininger reminded everyone about the Call to Action Forum which will be held on Tuesday, December 3, 2013 at the WNCC Harms Center from 6 – 9 p.m.

Moved by Council Member McCarthy, seconded by Council Member Gonzales, “to adjourn the meeting at 8:00 p.m.” “YEAS”, Gonzales, Shaver, McCarthy and Meininger, “NAYS” None. Absent: None.

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Mayor

ATTEST:

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Deputy City Clerk

“SEAL”

# **City of Scottsbluff, Nebraska**

**Monday, December 16, 2013**

**Regular Meeting**

## **Item Consent2**

**Cancel the December 30, 2013 Regular Council meeting as two regular meetings will have already been held in the month of December.**

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

# **City of Scottsbluff, Nebraska**

**Monday, December 16, 2013**

**Regular Meeting**

## **Item Consent3**

**Council to approve Request For Proposals for playground equipment and authorize the City Clerk to advertise for bids to be received by January 8, 2014 at 2:00 p.m.**

**Staff Contact: Perry Mader, Park and Rec Director**

**CITY OF SCOTTSBLUFF  
NOTICE TO BIDDERS**

The City of Scottsbluff is requesting proposals to design and provide playground equipment in Neighbor, Northwood, and Pioneer Parks. The City will select one (1) Supplier to provide equipment and materials for these parks.

Sealed bids will be received by the City of Scottsbluff, Nebraska at the office of the City Clerk, 2525 Circle Drive, Scottsbluff, NE 69361 until 2:00 P.M. (MST), January 8, 2014. Specifications and Instructions to Bidders are available at the office of the City Clerk. The Council reserves the right to reject any and all bids and to waive irregularities.

/s/Cindy Dickinson  
City Clerk

Publish – 3 times:

Friday, December 20, 2013

Friday, December 27, 2013

Friday, January 3, 2014

One Affidavit of publication requested

## **REQUEST FOR PROPOSALS (RFP) TO DESIGN AND PROCURE PLAYGROUND EQUIPMENT AT NEIGHBOR, NORTHWOOD, AND PIONEER PARKS**

The City of Scottsbluff (City) is requesting proposals to design and provide playground equipment in Neighbor, Northwood, and Pioneer Parks. The City will select one (1) Supplier to provide equipment and materials for the park as outlined in this request.

### **SCOPE OF PROJECT**

This project consists of the design and procurement of playground systems at Neighbor Park (1102 9<sup>th</sup> Avenue), Northwood Park (801 West 31<sup>st</sup> Street), and Pioneer Park (102 East 27<sup>th</sup> Street). Work is to include the design of a play system within the constructed play area boundaries. All equipment will be assembled and installed by the City.

The City of Scottsbluff requires Suppliers to design a play system that meets or exceeds all current federal CPSC, ASTM, IPEMA standards and ADA requirements. The proposals shall include the costs of delivered play systems as designed, inclusive of the equipment structures, components, hardware, detailed technical installation instructions and maintenance & operations manuals from manufacturer.

Questions concerning the bid should be directed to:

Perry Mader  
Director of Parks & Recreation  
2525 Circle Drive  
Scottsbluff, NE 69361  
308-632-0057  
[pmader@scottsbluff.org](mailto:pmader@scottsbluff.org)

The City of Scottsbluff shall be exempt for any liability for costs incurred by unsuccessful Suppliers in preparation of the proposals.

### **DESIGN ELEMENT GUIDELINES & PLAY SYSTEM SPECIFICATIONS**

Suppliers should base their playground equipment designs on meeting all accessibility and safety standards as well as the guidelines & specifications listed in this RFP. Quality of equipment components, quality of design, play value, cost, and appropriateness to location and target demographic must be taken into consideration in the design of the play system. The total dollar amount allocated to the project is \$60,000.00.

Required Items:

1. All play system elements must meet and/or exceed all federal, CPSC, ASTM & IPEMA guidelines.
2. Play systems should target largest scope of ages possible, ages 2-12.

#### **NEIGHBOR PARK - \$18,000 APPROXIMATE**

This park proposal will contain one structure that will include (but will not be limited to):

1. One large slide not to exceed 10 feet in height.
2. One small slide not to exceed 6 feet in height.
3. Two Swings
4. At least one climbing structure such as a rock wall, ribbon style wall, climbing ropes, etc.
5. Hanging/swinging structure such as "monkey bars", rings, etc.
6. Balancing piece, such as balancing beam, balancing pods, etc.
7. All structures will require four and one half diameter structural poles minimum.
8. Do NOT include roofs and/or canopies.

\*\*\*This unit should incorporate elements of ADA accessibility. Please include which piece will fit this requirement.

#### NORTHWOOD PARK - \$22,000 APPROXIMATE

This park proposal will contain one playground unit and one large climbing boulder.

Playground will include:

1. One large slide not to exceed 10 feet in height.
2. One small slide not to exceed 6 feet in height.
3. Two Swings
4. At least one climbing structure such as a rock wall, ribbon style wall, climbing ropes, etc.
5. Hanging/swinging structure such as "monkey bars", rings, etc.
6. Balancing piece, such as balancing beam, balancing pods, etc
7. All structures will require four and one half diameter structural poles minimum.
8. Do NOT include roofs and/or canopies.

#### Boulder Structure - \$15,000 Approximate

1. Large Boulder that will not exceed safety or industry standards.
2. Boulder must have realistic appearance to real rock/boulder.

#### PIONEER PARK - \$5,000 APPROXIMATE

This Park will need one single swing structure.

1. "Bowl style" (Elephant, Oodle, etc.) swing.

Preferred Play System Qualities:

1. All play system elements must demonstrate the highest level of durability in materials and finishes selected in consideration of child health and safety.
2. Structures should provide a variety of built-in activity panels and climbers.

In the proposal, provide a list of the components proposed for the park's play system. Include structure and component model numbers, materials, color choices and recommendations, protective area requirements, target age ranges and developmental levels, target play type or activity, estimated lifetime of equipment including manufacturers warrantee and any other relevant descriptive information.

Play system design shall safely fit in the playground area. Suppliers are encouraged to be creative in their designs and to maximize the role of unstructured play in their proposals. Suppliers may submit proposals from non-traditional type playground structures, if desired, in whole or as components of the overall playground. Suppliers shall provide to the City the manufacturer's warranty of installed equipment.

#### PROPOSAL SUBMITTAL AND CONTENT

Sealed proposals must be submitted to the Scottsbluff City Clerk's Office by **2:00 pm MST, January 8, 2014** and must be addressed as follows:

Playground Equipment Proposal for Northwood, Pioneer, and Neighbor Parks  
Attn: Cindy Dickinson, City Clerk  
Scottsbluff City Hall  
2525 Circle Drive  
Scottsbluff, NE 69361

Proposals must include complete drawings for each design, specifications and pictures for each component in designs and colors available. Proposals must include a bid price for each design presented. Bids must list the cost of the equipment. The City reserves the right to reject any and all proposals with or without cause, and to accept proposals which it



considers most favorable.

Delivery costs must be included in the proposal. Payment for equipment and materials will be sent within sixty (60) days after delivery and invoicing of the play system.

All proposal amounts shall be guaranteed for not less than ninety (90) days after the proposal submittal deadline date.

No proposal may be withdrawn within a period of sixty (60) days after the bid opening date. Prices shall include delivery f.o.b., freight paid by the bidder to the jobsite.

**The Supplier must submit three (3) hard copies and one (1) electronic copy, on a CD, of the proposal to the address listed above. All Proposals must comply with the specifications and guidelines provided in this document.**

The City of Scottsbluff reserves the right to negotiate an agreement based on fair and reasonable compensation for the scope of work and services proposed, as well as the right to reject any and all responses deemed unqualified, unsatisfactory or inappropriate at the sole discretion of the City.

#### EVALUATION AND SELECTION PROCESS

Proposals will be evaluated by a selection committee based on the following criteria: Criteria

	<u>Points</u>
1. ADA, ASTM, IPEMA & CPSC compliance	Yes/No
2. Proposal addresses design guidelines and specifications	0-25
3. Quality of design, play value and target demographic	0-20
4. Quality and durability of equipment	0-20
5. Uniqueness of equipment and materials/construction	0-15
6. Reputation and reliability of manufacturer	0-10
7. <u>Overall quality of Proposal</u>	<u>0-10</u>
Maximum Points:	100

The award will be made to the qualified Supplier whose proposal is deemed most advantageous to the City, all factors considered. Unsuccessful Suppliers will be notified in writing as soon as possible.

Any objections to published specifications must be filed in written form with the City Clerk prior to the RFP due date of **2:00 p.m., January 8, 2014.**

Cindy Dickinson, City Clerk

# **City of Scottsbluff, Nebraska**

**Monday, December 16, 2013**

**Regular Meeting**

## **Item Claims1**

### **Regular claims**

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



# Expense Approval Report

By Vendor Name

Post Dates 12/3/2013 - 12/16/2013

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: ACTION COMMUNICATION INC.</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
PAGER RENT	CONTRACTUAL SERVICES				19.61
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>19.61</b>
				<b>Vendor ACTION COMMUNICATION INC. Total:</b>	<b>19.61</b>
<b>Vendor: ADVANCED CUTTING SYSTEMS, INC</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
SIGN MATERIAL CUTTER	EQUIPMENT				9,794.00
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>9,794.00</b>
				<b>Vendor ADVANCED CUTTING SYSTEMS, INC Total:</b>	<b>9,794.00</b>
<b>Vendor: ADVANCING TECHNOLOGY, INC.</b>					
<b>Fund: 111 - GENERAL</b>					
suppl	DEPARTMENT SUPPLIES				162.00
				<b>Fund 111 - GENERAL Total:</b>	<b>162.00</b>
				<b>Vendor ADVANCING TECHNOLOGY, INC. Total:</b>	<b>162.00</b>
<b>Vendor: ALAMAR UNIFORMS</b>					
<b>Fund: 111 - GENERAL</b>					
UNIFORMS	UNIFORMS & CLOTHING				8.99
				<b>Fund 111 - GENERAL Total:</b>	<b>8.99</b>
				<b>Vendor ALAMAR UNIFORMS Total:</b>	<b>8.99</b>
<b>Vendor: ALLEN MUNRO</b>					
<b>Fund: 641 - WATER</b>					
UTILITY REF	REFUNDS PAYABLE				8.89
				<b>Fund 641 - WATER Total:</b>	<b>8.89</b>
				<b>Vendor ALLEN MUNRO Total:</b>	<b>8.89</b>
<b>Vendor: ALLO COMMUNICATIONS</b>					
<b>Fund: 111 - GENERAL</b>					
LOCAL TELE CHGS	TELEPHONE				235.03
LOCAL TELE CHGS	TELEPHONE				69.30
LOCAL TELE CHGS	TELEPHONE				67.80
LOCAL TELE CHGS	TELEPHONE				37.07
LOCAL TELE CHGS	TELEPHONE				227.80
LOCAL TELE CHGS	TELEPHONE				210.88
LOCAL TELE CHGS	TELEPHONE				291.17
LOCAL TELE CHGS	TELEPHONE				1,624.27
LOCAL TELE CHGS	TELEPHONE				551.28
LOCAL TELE CHGS	TELEPHONE				170.25
LOCAL TELE CHGS	TELEPHONE				168.75
				<b>Fund 111 - GENERAL Total:</b>	<b>3,653.60</b>
<b>Fund: 212 - TRANSPORTATION</b>					
LOCAL TELE CHGS	TELEPHONE				517.43
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>517.43</b>
<b>Fund: 213 - CEMETERY</b>					
LOCAL TELE CHGS	TELEPHONE				69.30
				<b>Fund 213 - CEMETERY Total:</b>	<b>69.30</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
LOCAL TELE CHGS	TELEPHONE				141.60
				<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>	<b>141.60</b>

## Expense Approval Report

Post Dates: 12/3/2013 - 12/16/2013

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Fund: 631 - WASTEWATER</b>					
LOCAL TELE CHGS	TELEPHONE				135.60
<b>Fund 631 - WASTEWATER Total:</b>					<b>135.60</b>
<b>Fund: 641 - WATER</b>					
LOCAL TELE CHGS	TELEPHONE				102.45
<b>Fund 641 - WATER Total:</b>					<b>102.45</b>
<b>Fund: 661 - STORMWATER</b>					
LOCAL TELE CHGS	TELEPHONE				33.15
<b>Fund 661 - STORMWATER Total:</b>					<b>33.15</b>
<b>Fund: 721 - GIS SERVICES</b>					
LOCAL TELE CHGS	TELEPHONE				34.07
<b>Fund 721 - GIS SERVICES Total:</b>					<b>34.07</b>
<b>Vendor ALLO COMMUNICATIONS Total:</b>					<b>4,687.20</b>
<b>Vendor: AMSTERDAM PRINTING AND LITHO</b>					
<b>Fund: 111 - GENERAL</b>					
DEPT SUPPL	DEPARTMENT SUPPLIES				184.79
<b>Fund 111 - GENERAL Total:</b>					<b>184.79</b>
<b>Vendor AMSTERDAM PRINTING AND LITHO Total:</b>					<b>184.79</b>
<b>Vendor: ANITA'S GREENSCAPING INC</b>					
<b>Fund: 216 - BUSINESS IMPROVEMENT</b>					
PARKING LOT MAINTENANCE	CONTRACTUAL SERVICES				140.00
<b>Fund 216 - BUSINESS IMPROVEMENT Total:</b>					<b>140.00</b>
<b>Fund: 223 - KENO</b>					
CON SRV	DEPARTMENT SUPPLIES				40.00
CON SVC	DEPARTMENT SUPPLIES				183.75
<b>Fund 223 - KENO Total:</b>					<b>223.75</b>
<b>Vendor ANITA'S GREENSCAPING INC Total:</b>					<b>363.75</b>
<b>Vendor: ANTHONY J MURPHY</b>					
<b>Fund: 111 - GENERAL</b>					
tuition reimb.	TUITION SUPPORT				540.00
<b>Fund 111 - GENERAL Total:</b>					<b>540.00</b>
<b>Vendor ANTHONY J MURPHY Total:</b>					<b>540.00</b>
<b>Vendor: ASSURITY LIFE INSURANCE CO</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
LIFE INS-EE	LIFE INS EE PAYABLE				34.36
<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>					<b>34.36</b>
<b>Vendor ASSURITY LIFE INSURANCE CO Total:</b>					<b>34.36</b>
<b>Vendor: AUTOZONE, INC</b>					
<b>Fund: 111 - GENERAL</b>					
DEP SUP	DEPARTMENT SUPPLIES				3.59
VEH MTC	VEHICLE MAINTENANCE				32.28
<b>Fund 111 - GENERAL Total:</b>					<b>35.87</b>
<b>Vendor AUTOZONE, INC Total:</b>					<b>35.87</b>
<b>Vendor: AVILA, JESUS</b>					
<b>Fund: 641 - WATER</b>					
UTILITY REF	REFUNDS PAYABLE				31.27
<b>Fund 641 - WATER Total:</b>					<b>31.27</b>
<b>Vendor AVILA, JESUS Total:</b>					<b>31.27</b>
<b>Vendor: B &amp; C STEEL CORPORATION</b>					
<b>Fund: 111 - GENERAL</b>					
DEP SUP	DEPARTMENT SUPPLIES				23.56
DEP SUP	DEPARTMENT SUPPLIES				38.89
<b>Fund 111 - GENERAL Total:</b>					<b>62.45</b>
<b>Vendor B &amp; C STEEL CORPORATION Total:</b>					<b>62.45</b>

## Expense Approval Report

Post Dates: 12/3/2013 - 12/16/2013

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: BAKER &amp; ASSOCIATES INC</b>					
<b>Fund: 641 - WATER</b>					
Radiological Study	CONTRACTUAL SERVICES				1,182.50
				<b>Fund 641 - WATER Total:</b>	<b>1,182.50</b>
				<b>Vendor BAKER &amp; ASSOCIATES INC Total:</b>	<b>1,182.50</b>
<b>Vendor: BAKER &amp; TAYLOR CO</b>					
<b>Fund: 211 - REGIONAL LIBRARY</b>					
Bks	BOOKS				10.53
				<b>Fund 211 - REGIONAL LIBRARY Total:</b>	<b>10.53</b>
				<b>Vendor BAKER &amp; TAYLOR CO Total:</b>	<b>10.53</b>
<b>Vendor: BLUFFS SANITARY SUPPLY INC.</b>					
<b>Fund: 111 - GENERAL</b>					
DEPT SUPP	DEPARTMENT SUPPLIES				111.61
DEPT SUPPL	DEPARTMENT SUPPLIES				30.08
DEPT SUPPL	DEPARTMENT SUPPLIES				30.08
DEPT SUPPL	DEPARTMENT SUPPLIES				30.64
DEPT SUPPL	DEPARTMENT SUPPLIES				30.65
				<b>Fund 111 - GENERAL Total:</b>	<b>233.06</b>
				<b>Vendor BLUFFS SANITARY SUPPLY INC. Total:</b>	<b>233.06</b>
<b>Vendor: BRANDON M TAYLOR</b>					
<b>Fund: 641 - WATER</b>					
UTILITY REF	REFUNDS PAYABLE				12.71
				<b>Fund 641 - WATER Total:</b>	<b>12.71</b>
				<b>Vendor BRANDON M TAYLOR Total:</b>	<b>12.71</b>
<b>Vendor: BRUNZ, BRANDI</b>					
<b>Fund: 111 - GENERAL</b>					
BUSINESS TRAVEL	BUSINESS TRAVEL				48.00
				<b>Fund 111 - GENERAL Total:</b>	<b>48.00</b>
				<b>Vendor BRUNZ, BRANDI Total:</b>	<b>48.00</b>
<b>Vendor: CENTURY LUMBER CENTER</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
SUPP	DEPARTMENT SUPPLIES				8.97
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>8.97</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
dept supplies	DEPARTMENT SUPPLIES				7.99
				<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>	<b>7.99</b>
<b>Fund: 631 - WASTEWATER</b>					
Dept sup	DEPARTMENT SUPPLIES				29.99
				<b>Fund 631 - WASTEWATER Total:</b>	<b>29.99</b>
				<b>Vendor CENTURY LUMBER CENTER Total:</b>	<b>46.95</b>
<b>Vendor: CITY ABSTRACT INC</b>					
<b>Fund: 661 - STORMWATER</b>					
Land purchase	STRUCTURES				14,824.91
				<b>Fund 661 - STORMWATER Total:</b>	<b>14,824.91</b>
				<b>Vendor CITY ABSTRACT INC Total:</b>	<b>14,824.91</b>
<b>Vendor: CITY OF GERING</b>					
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
disposal fees	DISPOSAL FEES				35,324.82
				<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>	<b>35,324.82</b>
				<b>Vendor CITY OF GERING Total:</b>	<b>35,324.82</b>
<b>Vendor: CITY OF SCB</b>					
<b>Fund: 111 - GENERAL</b>					
PETTY CASH	DEPARTMENT SUPPLIES				11.75

## Expense Approval Report

Post Dates: 12/3/2013 - 12/16/2013

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
PETTY CASH	RECRUITMENT				20.40
				<b>Fund 111 - GENERAL Total:</b>	<b>32.15</b>
<b>Fund: 631 - WASTEWATER</b>					
PETTY CASH	LICENSE/PERMITS				12.50
				<b>Fund 631 - WASTEWATER Total:</b>	<b>12.50</b>
				<b>Vendor CITY OF SCB Total:</b>	<b>44.65</b>
<b>Vendor: COMMUNITY HEALTH-RWMC</b>					
<b>Fund: 111 - GENERAL</b>					
vaccinations	CONTRACTUAL SERVICES				2,657.00
				<b>Fund 111 - GENERAL Total:</b>	<b>2,657.00</b>
				<b>Vendor COMMUNITY HEALTH-RWMC Total:</b>	<b>2,657.00</b>
<b>Vendor: CONNECTING POINT INC</b>					
<b>Fund: 111 - GENERAL</b>					
RENT-MACH	RENT-MACHINES				48.07
suppl.	DEPARTMENT SUPPLIES				89.99
QTRRLY COPY COUNT	DEPARTMENT SUPPLIES				7.31
QTRRLY COPY COUNT	EQUIPMENT MAINTENANCE				141.00
				<b>Fund 111 - GENERAL Total:</b>	<b>286.37</b>
				<b>Vendor CONNECTING POINT INC Total:</b>	<b>286.37</b>
<b>Vendor: CONSOLIDATED MANAGEMENT</b>					
<b>Fund: 111 - GENERAL</b>					
SCHOOLS & CONF	SCHOOL & CONFERENCE				291.75
SCHOOLS & CONF	SCHOOL & CONFERENCE				209.25
				<b>Fund 111 - GENERAL Total:</b>	<b>501.00</b>
				<b>Vendor CONSOLIDATED MANAGEMENT Total:</b>	<b>501.00</b>
<b>Vendor: CONTRACTORS MATERIALS INC.</b>					
<b>Fund: 111 - GENERAL</b>					
DEP SUP	DEPARTMENT SUPPLIES				9.80
				<b>Fund 111 - GENERAL Total:</b>	<b>9.80</b>
<b>Fund: 212 - TRANSPORTATION</b>					
GLOVES	UNIFORMS & CLOTHING				32.34
POWER SCREED	DEPARTMENT SUPPLIES				1,448.37
SAFETY GLASSES	UNIFORMS & CLOTHING				7.84
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>1,488.55</b>
<b>Fund: 631 - WASTEWATER</b>					
Maint sup	DEPARTMENT SUPPLIES				46.06
				<b>Fund 631 - WASTEWATER Total:</b>	<b>46.06</b>
				<b>Vendor CONTRACTORS MATERIALS INC. Total:</b>	<b>1,544.41</b>
<b>Vendor: COUNTY COURT SCOTTS BLUFF COUNTY</b>					
<b>Fund: 111 - GENERAL</b>					
COURT COSTS	LEGAL FEES				354.00
				<b>Fund 111 - GENERAL Total:</b>	<b>354.00</b>
				<b>Vendor COUNTY COURT SCOTTS BLUFF COUNTY Total:</b>	<b>354.00</b>
<b>Vendor: CREDIT INFORMATION SYSTEMS</b>					
<b>Fund: 111 - GENERAL</b>					
recruitment	CONSULTING SERVICES				9.50
				<b>Fund 111 - GENERAL Total:</b>	<b>9.50</b>
				<b>Vendor CREDIT INFORMATION SYSTEMS Total:</b>	<b>9.50</b>
<b>Vendor: CREDIT MANAGEMENT SERVICES INC.</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
WAGE ATTCH	WAGE ATTACHMENT EE PAY				203.42
				<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>	<b>203.42</b>
				<b>Vendor CREDIT MANAGEMENT SERVICES INC. Total:</b>	<b>203.42</b>

## Expense Approval Report

Post Dates: 12/3/2013 - 12/16/2013

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: CULLIGAN OF SCOTTSBLUFF</b>					
<b>Fund: 111 - GENERAL</b>					
BLDG MAINT	BUILDING MAINTENANCE				8.10
BLDG MAINT	BUILDING MAINTENANCE				8.10
DEPT SUPP	DEPARTMENT SUPPLIES				16.20
Dpt sup	DEPARTMENT SUPPLIES				81.00
<b>Fund 111 - GENERAL Total:</b>					<b>113.40</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
dept supplies	DEPARTMENT SUPPLIES				73.30
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>					<b>73.30</b>
<b>Vendor CULLIGAN OF SCOTTSBLUFF Total:</b>					<b>186.70</b>
<b>Vendor: D &amp; H ELECTRONICS INC.</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
SUPP	DEPARTMENT SUPPLIES				121.43
SUPP	DEPARTMENT SUPPLIES				9.35
<b>Fund 212 - TRANSPORTATION Total:</b>					<b>130.78</b>
<b>Vendor D &amp; H ELECTRONICS INC. Total:</b>					<b>130.78</b>
<b>Vendor: DALE'S TIRE &amp; RETREADING, INC.</b>					
<b>Fund: 111 - GENERAL</b>					
EQP MTC	EQUIPMENT MAINTENANCE				21.29
<b>Fund 111 - GENERAL Total:</b>					<b>21.29</b>
<b>Fund: 212 - TRANSPORTATION</b>					
TIRE REPAIR	VEHICLE MAINTENANCE				28.50
<b>Fund 212 - TRANSPORTATION Total:</b>					<b>28.50</b>
<b>Fund: 213 - CEMETERY</b>					
EQP MTC	EQUIPMENT MAINTENANCE				31.04
<b>Fund 213 - CEMETERY Total:</b>					<b>31.04</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
VEH MAINT	VEHICLE MAINTENANCE				1,971.28
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>					<b>1,971.28</b>
<b>Vendor DALE'S TIRE &amp; RETREADING, INC. Total:</b>					<b>2,052.11</b>
<b>Vendor: DEBRA CARLSON</b>					
<b>Fund: 111 - GENERAL</b>					
Reimb.	DEPARTMENT SUPPLIES				41.63
<b>Fund 111 - GENERAL Total:</b>					<b>41.63</b>
<b>Vendor DEBRA CARLSON Total:</b>					<b>41.63</b>
<b>Vendor: DUHAMEL BROADCASTING ENT.</b>					
<b>Fund: 661 - STORMWATER</b>					
Public ed	CONTRACTUAL SERVICES				325.00
<b>Fund 661 - STORMWATER Total:</b>					<b>325.00</b>
<b>Vendor DUHAMEL BROADCASTING ENT. Total:</b>					<b>325.00</b>
<b>Vendor: ELMWOOD VILLAGE</b>					
<b>Fund: 641 - WATER</b>					
UTILITY REF	REFUNDS PAYABLE				40.46
<b>Fund 641 - WATER Total:</b>					<b>40.46</b>
<b>Vendor ELMWOOD VILLAGE Total:</b>					<b>40.46</b>
<b>Vendor: ELMWOOD VILLAGE</b>					
<b>Fund: 641 - WATER</b>					
UTILITY REF	REFUNDS PAYABLE				19.12
<b>Fund 641 - WATER Total:</b>					<b>19.12</b>
<b>Vendor ELMWOOD VILLAGE Total:</b>					<b>19.12</b>

## Expense Approval Report

Post Dates: 12/3/2013 - 12/16/2013

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: EMBLEM AUTHORITY, THE</b>					
<b>Fund: 111 - GENERAL</b>					
UNIFORMS	UNIFORMS & CLOTHING				286.00
<b>Fund 111 - GENERAL Total:</b>					<b>286.00</b>
<b>Vendor EMBLEM AUTHORITY, THE Total:</b>					<b>286.00</b>
<b>Vendor: ENVIRO SERV INC</b>					
<b>Fund: 641 - WATER</b>					
Samples	SAMPLES				60.00
Samples	SAMPLES				45.00
<b>Fund 641 - WATER Total:</b>					<b>105.00</b>
<b>Vendor ENVIRO SERV INC Total:</b>					<b>105.00</b>
<b>Vendor: ENVIRONMENTAL SYSTEMS RESEARCH INSTI</b>					
<b>Fund: 111 - GENERAL</b>					
EQUIP MAINT	EQUIPMENT MAINTENANCE				400.00
<b>Fund 111 - GENERAL Total:</b>					<b>400.00</b>
<b>Fund: 213 - CEMETERY</b>					
EQUIP MAINT	EQUIPMENT MAINTENANCE				600.00
<b>Fund 213 - CEMETERY Total:</b>					<b>600.00</b>
<b>Fund: 631 - WASTEWATER</b>					
EQUIP MAINT	EQUIPMENT MAINTENANCE				1,750.00
ArcGIS Maint	EQUIPMENT MAINTENANCE				300.00
<b>Fund 631 - WASTEWATER Total:</b>					<b>2,050.00</b>
<b>Fund: 641 - WATER</b>					
EQUIP MAINT	EQUIPMENT MAINTENANCE				1,750.00
<b>Fund 641 - WATER Total:</b>					<b>1,750.00</b>
<b>Fund: 721 - GIS SERVICES</b>					
EQUIP MAINT	EQUIPMENT MAINTENANCE				6,400.00
<b>Fund 721 - GIS SERVICES Total:</b>					<b>6,400.00</b>
<b>Vendor ENVIRONMENTAL SYSTEMS RESEARCH INSTI Total:</b>					<b>11,200.00</b>
<b>Vendor: FASTENAL CO.</b>					
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
vehicle mtnc	VEHICLE MAINTENANCE				25.30
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>					<b>25.30</b>
<b>Vendor FASTENAL CO. Total:</b>					<b>25.30</b>
<b>Vendor: FEDERAL EXPRESS CORP.</b>					
<b>Fund: 631 - WASTEWATER</b>					
Shipping fees	POSTAGE				155.49
<b>Fund 631 - WASTEWATER Total:</b>					<b>155.49</b>
<b>Fund: 641 - WATER</b>					
Shipping fees	POSTAGE				158.36
<b>Fund 641 - WATER Total:</b>					<b>158.36</b>
<b>Vendor FEDERAL EXPRESS CORP. Total:</b>					<b>313.85</b>
<b>Vendor: FIRST WIRELESS, INC</b>					
<b>Fund: 111 - GENERAL</b>					
EQP MTC	EQUIPMENT MAINTENANCE				227.75
DEP SUP	DEPARTMENT SUPPLIES				51.00
<b>Fund 111 - GENERAL Total:</b>					<b>278.75</b>
<b>Vendor FIRST WIRELESS, INC Total:</b>					<b>278.75</b>
<b>Vendor: FLORES, VICTOR L</b>					
<b>Fund: 641 - WATER</b>					
UTILITY REF	REFUNDS PAYABLE				30.04
<b>Fund 641 - WATER Total:</b>					<b>30.04</b>
<b>Vendor FLORES, VICTOR L Total:</b>					<b>30.04</b>



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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: FLOYD'S SALES &amp; SERV INC.</b>					
<b>Fund: 111 - GENERAL</b>					
equip repairs	VEHICLE MAINTENANCE				131.00
				<b>Fund 111 - GENERAL Total:</b>	<b>131.00</b>
				<b>Vendor FLOYD'S SALES &amp; SERV INC. Total:</b>	<b>131.00</b>
<b>Vendor: FREMONT MOTOR SCOTTSBLUFF,LLC</b>					
<b>Fund: 111 - GENERAL</b>					
vehicle repr	VEHICLE MAINTENANCE				172.19
				<b>Fund 111 - GENERAL Total:</b>	<b>172.19</b>
				<b>Vendor FREMONT MOTOR SCOTTSBLUFF,LLC Total:</b>	<b>172.19</b>
<b>Vendor: GAYLORD BROS</b>					
<b>Fund: 111 - GENERAL</b>					
Dept. sup	DEPARTMENT SUPPLIES				462.94
Dept sup.	DEPARTMENT SUPPLIES				191.07
				<b>Fund 111 - GENERAL Total:</b>	<b>654.01</b>
				<b>Vendor GAYLORD BROS Total:</b>	<b>654.01</b>
<b>Vendor: GENERAL TRAFFIC CONTROLS, INC</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
SUPP	DEPARTMENT SUPPLIES				317.53
SUPP	DEPARTMENT SUPPLIES				181.75
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>499.28</b>
				<b>Vendor GENERAL TRAFFIC CONTROLS, INC Total:</b>	<b>499.28</b>
<b>Vendor: GOLD WATCH LLC</b>					
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
disposal fees	DISPOSAL FEES				750.00
disposal fees	DISPOSAL FEES				750.00
				<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>	<b>1,500.00</b>
				<b>Vendor GOLD WATCH LLC Total:</b>	<b>1,500.00</b>
<b>Vendor: HARDING &amp; SHULTZ, PC, LLO</b>					
<b>Fund: 111 - GENERAL</b>					
contract	CONTRACTUAL SERVICES				468.00
				<b>Fund 111 - GENERAL Total:</b>	<b>468.00</b>
				<b>Vendor HARDING &amp; SHULTZ, PC, LLO Total:</b>	<b>468.00</b>
<b>Vendor: HARRIS COMPUTER SYSTEMS</b>					
<b>Fund: 111 - GENERAL</b>					
software support	EQUIPMENT MAINTENANCE				592.91
				<b>Fund 111 - GENERAL Total:</b>	<b>592.91</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
software support	EQUIPMENT MAINTENANCE				592.93
				<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>	<b>592.93</b>
<b>Fund: 631 - WASTEWATER</b>					
software support	EQUIPMENT MAINTENANCE				592.93
				<b>Fund 631 - WASTEWATER Total:</b>	<b>592.93</b>
<b>Fund: 641 - WATER</b>					
software support	EQUIPMENT MAINTENANCE				592.93
				<b>Fund 641 - WATER Total:</b>	<b>592.93</b>
				<b>Vendor HARRIS COMPUTER SYSTEMS Total:</b>	<b>2,371.70</b>
<b>Vendor: HAWKINS, INC.</b>					
<b>Fund: 641 - WATER</b>					
Chlorine	CHEMICALS				1,612.45
				<b>Fund 641 - WATER Total:</b>	<b>1,612.45</b>
				<b>Vendor HAWKINS, INC. Total:</b>	<b>1,612.45</b>

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: HD SUPPLY WATERWORKS, LTD</b>					
<b>Fund: 641 - WATER</b>					
Meter sup	METERS				379.80
				<b>Fund 641 - WATER Total:</b>	<b>379.80</b>
				<b>Vendor HD SUPPLY WATERWORKS, LTD Total:</b>	<b>379.80</b>
<b>Vendor: HEILBRUN FARM IND SUPP.INC.</b>					
<b>Fund: 111 - GENERAL</b>					
VEH MTC	VEHICLE MAINTENANCE				14.40
VEH MTC	DEPARTMENT SUPPLIES				26.67
VEH MTC	VEHICLE MAINTENANCE				26.66
VEH MTC	DEPARTMENT SUPPLIES				15.10
vehicle suppl	VEHICLE MAINTENANCE				16.96
EQP MTC	EQUIPMENT MAINTENANCE				4.04
EQP MTC	EQUIPMENT MAINTENANCE				162.29
EQP MTC	EQUIPMENT MAINTENANCE				-162.29
EQP MTC	EQUIPMENT MAINTENANCE				0.77
EQP MTC	EQUIPMENT MAINTENANCE				17.90
				<b>Fund 111 - GENERAL Total:</b>	<b>122.50</b>
<b>Fund: 212 - TRANSPORTATION</b>					
PARTS	VEHICLE MAINTENANCE				39.47
PARTS	VEHICLE MAINTENANCE				226.93
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>266.40</b>
<b>Fund: 631 - WASTEWATER</b>					
Dept sup	DEPARTMENT SUPPLIES				224.08
				<b>Fund 631 - WASTEWATER Total:</b>	<b>224.08</b>
<b>Fund: 641 - WATER</b>					
Veh maint	VEHICLE MAINTENANCE				137.53
Vehicle maint	VEHICLE MAINTENANCE				39.60
Equip maint	EQUIPMENT MAINTENANCE				71.68
				<b>Fund 641 - WATER Total:</b>	<b>248.81</b>
				<b>Vendor HEILBRUN FARM IND SUPP.INC. Total:</b>	<b>861.79</b>
<b>Vendor: HI-TECH AUTO SERVICE</b>					
<b>Fund: 111 - GENERAL</b>					
VEH MTC	VEHICLE MAINTENANCE				68.26
				<b>Fund 111 - GENERAL Total:</b>	<b>68.26</b>
				<b>Vendor HI-TECH AUTO SERVICE Total:</b>	<b>68.26</b>
<b>Vendor: HOLIDAY INN - MID TOWN</b>					
<b>Fund: 111 - GENERAL</b>					
SCHOOLS & CONF	SCHOOL & CONFERENCE				415.00
				<b>Fund 111 - GENERAL Total:</b>	<b>415.00</b>
				<b>Vendor HOLIDAY INN - MID TOWN Total:</b>	<b>415.00</b>
<b>Vendor: HOME DEPOT CREDIT SERVICES</b>					
<b>Fund: 111 - GENERAL</b>					
EQP MTC	EQUIPMENT MAINTENANCE				29.31
				<b>Fund 111 - GENERAL Total:</b>	<b>29.31</b>
				<b>Vendor HOME DEPOT CREDIT SERVICES Total:</b>	<b>29.31</b>
<b>Vendor: HORIZON WEST, INC</b>					
<b>Fund: 111 - GENERAL</b>					
EQP MTC	EQUIPMENT MAINTENANCE				617.45
				<b>Fund 111 - GENERAL Total:</b>	<b>617.45</b>
				<b>Vendor HORIZON WEST, INC Total:</b>	<b>617.45</b>
<b>Vendor: ICMA RETIREMENT TRUST-457</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
DEFERRED COMP - EE	DEFERRED COMP EE PAY				765.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
CITY MGR ER CONTRIBUTION	MISC PAYROLL DEDUCT				360.14
<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>					<b>1,125.14</b>
<b>Vendor ICMA RETIREMENT TRUST-457 Total:</b>					<b>1,125.14</b>
<b>Vendor: IDEAL LINEN SUP INC.</b>					
<b>Fund: 111 - GENERAL</b>					
UNIFORMS	UNIFORMS & CLOTHING				87.21
UNIFORMS	UNIFORMS & CLOTHING				82.62
UNIFORMS	UNIFORMS & CLOTHING				82.62
DEP SUP	DEPARTMENT SUPPLIES				40.00
JANITORIAL SUPP	JANITORIAL SUPPLIES				30.54
UNIFORMS	UNIFORMS & CLOTHING				82.62
UNIFORMS	UNIFORMS & CLOTHING				87.21
Jan sup	JANITORIAL SUPPLIES				67.81
Jan sup	JANITORIAL SUPPLIES				67.81
<b>Fund 111 - GENERAL Total:</b>					<b>628.44</b>
<b>Fund: 212 - TRANSPORTATION</b>					
SUPP	DEPARTMENT SUPPLIES				38.24
SUPP	DEPARTMENT SUPPLIES				38.24
<b>Fund 212 - TRANSPORTATION Total:</b>					<b>76.48</b>
<b>Fund: 213 - CEMETERY</b>					
Rug Service	CONTRACTUAL SERVICES				8.64
<b>Fund 213 - CEMETERY Total:</b>					<b>8.64</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
dept supplies	DEPARTMENT SUPPLIES				55.08
dept supplies	DEPARTMENT SUPPLIES				30.82
dept supplies	DEPARTMENT SUPPLIES				55.08
dept supplies	DEPARTMENT SUPPLIES				30.82
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>					<b>171.80</b>
<b>Fund: 641 - WATER</b>					
Mats	CONTRACTUAL SERVICES				25.10
<b>Fund 641 - WATER Total:</b>					<b>25.10</b>
<b>Vendor IDEAL LINEN SUP INC. Total:</b>					<b>910.46</b>
<b>Vendor: INGRAM LIBRARY SERVICES INC</b>					
<b>Fund: 111 - GENERAL</b>					
Bks	BOOKS				1,925.38
<b>Fund 111 - GENERAL Total:</b>					<b>1,925.38</b>
<b>Fund: 211 - REGIONAL LIBRARY</b>					
Bks	BOOKS				1,925.38
Bks	BOOKS				499.96
Bks	BOOKS				239.12
Bks	BOOKS				29.65
<b>Fund 211 - REGIONAL LIBRARY Total:</b>					<b>2,694.11</b>
<b>Vendor INGRAM LIBRARY SERVICES INC Total:</b>					<b>4,619.49</b>
<b>Vendor: INTERNAL REVENUE SERVICE</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
941 TAXES WITHHELD	MEDICARE W/H EE PAYABLE				8,707.16
941 TAXES	FED W/H EE PAYABLE				37,826.39
941 TAXES WITHHELD	FICA W/H EE PAYABLE				32,791.12
941 TAXES WITHHELD	MEDICARE W/H EE PAYABLE				9.62
941 TAXES	FED W/H EE PAYABLE				49.36
941 TAXES WITHHELD	FICA W/H EE PAYABLE				41.10
<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>					<b>79,424.75</b>
<b>Vendor INTERNAL REVENUE SERVICE Total:</b>					<b>79,424.75</b>

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: JAMES COMBS</b>					
<b>Fund: 111 - GENERAL</b>					
SCHOOLS & CONF	SCHOOL & CONFERENCE				39.00
				<b>Fund 111 - GENERAL Total:</b>	<b>39.00</b>
				<b>Vendor JAMES COMBS Total:</b>	<b>39.00</b>
<b>Vendor: JERRY HIGEL</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
ELECT. MAIN	ELECTRICAL MAINTENANCE				1,827.72
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>1,827.72</b>
				<b>Vendor JERRY HIGEL Total:</b>	<b>1,827.72</b>
<b>Vendor: JOHN DEERE FINANCIAL</b>					
<b>Fund: 111 - GENERAL</b>					
DEP SUP	DEPARTMENT SUPPLIES				78.96
				<b>Fund 111 - GENERAL Total:</b>	<b>78.96</b>
<b>Fund: 212 - TRANSPORTATION</b>					
SUPP	DEPARTMENT SUPPLIES				11.90
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>11.90</b>
<b>Fund: 631 - WASTEWATER</b>					
Uniform clothing	UNIFORMS & CLOTHING				308.95
				<b>Fund 631 - WASTEWATER Total:</b>	<b>308.95</b>
				<b>Vendor JOHN DEERE FINANCIAL Total:</b>	<b>399.81</b>
<b>Vendor: JOHN DEERE FINANCIAL</b>					
<b>Fund: 111 - GENERAL</b>					
EQP MTC	EQUIPMENT MAINTENANCE				74.19
				<b>Fund 111 - GENERAL Total:</b>	<b>74.19</b>
				<b>Vendor JOHN DEERE FINANCIAL Total:</b>	<b>74.19</b>
<b>Vendor: JOSEPH ROHRER</b>					
<b>Fund: 111 - GENERAL</b>					
SCHOOLS & CONF	SCHOOL & CONFERENCE				18.00
				<b>Fund 111 - GENERAL Total:</b>	<b>18.00</b>
				<b>Vendor JOSEPH ROHRER Total:</b>	<b>18.00</b>
<b>Vendor: KEEP SCOTTSBLUFF-GERING BEAUTIFUL</b>					
<b>Fund: 661 - STORMWATER</b>					
Hazardous waste	CONTRACTUAL SERVICES				4,015.00
				<b>Fund 661 - STORMWATER Total:</b>	<b>4,015.00</b>
				<b>Vendor KEEP SCOTTSBLUFF-GERING BEAUTIFUL Total:</b>	<b>4,015.00</b>
<b>Vendor: KEMBEL SAND &amp; GRAVEL INC</b>					
<b>Fund: 213 - CEMETERY</b>					
DEP SUP	DEPARTMENT SUPPLIES				113.75
				<b>Fund 213 - CEMETERY Total:</b>	<b>113.75</b>
				<b>Vendor KEMBEL SAND &amp; GRAVEL INC Total:</b>	<b>113.75</b>
<b>Vendor: KIMBALL MIDWEST</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
SUPP	DEPARTMENT SUPPLIES				421.40
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>421.40</b>
				<b>Vendor KIMBALL MIDWEST Total:</b>	<b>421.40</b>
<b>Vendor: KRIZ-DAVIS COMPANY INC.</b>					
<b>Fund: 111 - GENERAL</b>					
BDG MTC	BUILDING MAINTENANCE				32.38
				<b>Fund 111 - GENERAL Total:</b>	<b>32.38</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
dept supplies	DEPARTMENT SUPPLIES				347.83
				<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>	<b>347.83</b>

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Fund: 631 - WASTEWATER</b>					
Electric maint	ELECTRICAL MAINTENANCE				355.47
<b>Fund 631 - WASTEWATER Total:</b>					<b>355.47</b>
<b>Vendor KRIZ-DAVIS COMPANY INC. Total:</b>					<b>735.68</b>
<b>Vendor: LEXISNEXIS RISK DATA MANAGMENT INC</b>					
<b>Fund: 111 - GENERAL</b>					
CONSULTING	CONSULTING SERVICES				100.00
<b>Fund 111 - GENERAL Total:</b>					<b>100.00</b>
<b>Vendor LEXISNEXIS RISK DATA MANAGMENT INC Total:</b>					<b>100.00</b>
<b>Vendor: LYNN PEAVEY CO INC</b>					
<b>Fund: 111 - GENERAL</b>					
INVEST SUPPL	INVESTIGATION SUPPLIES				83.50
<b>Fund 111 - GENERAL Total:</b>					<b>83.50</b>
<b>Vendor LYNN PEAVEY CO INC Total:</b>					<b>83.50</b>
<b>Vendor: MADISON NATIONAL LIFE INS CO, INC</b>					
<b>Fund: 111 - GENERAL</b>					
LIFE INSURANCE - ER	DISABILITY INSURANCE				335.83
<b>Fund 111 - GENERAL Total:</b>					<b>335.83</b>
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
LIFE INSURANCE - ER	LIFE INS EE PAYABLE				26.60
LIFE INSURANCE - ER	DIS INC INS EE PAYABLE				862.95
LIFE INSURANCE - ER	LIFE INS ER PAYABLE				743.04
<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>					<b>1,632.59</b>
<b>Vendor MADISON NATIONAL LIFE INS CO, INC Total:</b>					<b>1,968.42</b>
<b>Vendor: MAGAZINE LINE</b>					
<b>Fund: 111 - GENERAL</b>					
Srls	SUBSCRIPTIONS				207.67
<b>Fund 111 - GENERAL Total:</b>					<b>207.67</b>
<b>Vendor MAGAZINE LINE Total:</b>					<b>207.67</b>
<b>Vendor: MAILFINANCE INC</b>					
<b>Fund: 111 - GENERAL</b>					
PSTG MCHN LEASE	RENT-MACHINES				153.09
<b>Fund 111 - GENERAL Total:</b>					<b>153.09</b>
<b>Vendor MAILFINANCE INC Total:</b>					<b>153.09</b>
<b>Vendor: MATHESON TRI-GAS INC</b>					
<b>Fund: 111 - GENERAL</b>					
DEP SUP	DEPARTMENT SUPPLIES				85.21
DEP SUP	DEPARTMENT SUPPLIES				86.95
<b>Fund 111 - GENERAL Total:</b>					<b>172.16</b>
<b>Vendor MATHESON TRI-GAS INC Total:</b>					<b>172.16</b>
<b>Vendor: MENARDS</b>					
<b>Fund: 111 - GENERAL</b>					
DEP SUP	DEPARTMENT SUPPLIES				76.05
BLD MTC	BUILDING MAINTENANCE				146.76
DEP SUP	DEPARTMENT SUPPLIES				3.29
EQP MTC	EQUIPMENT MAINTENANCE				6.99
DEP SUP	DEPARTMENT SUPPLIES				43.86
<b>Fund 111 - GENERAL Total:</b>					<b>276.95</b>
<b>Fund: 213 - CEMETERY</b>					
DEP SUP	DEPARTMENT SUPPLIES				35.88
DEP SUP	DEPARTMENT SUPPLIES				28.87
<b>Fund 213 - CEMETERY Total:</b>					<b>64.75</b>

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
dept supplies	DEPARTMENT SUPPLIES				48.79
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>					<b>48.79</b>
<b>Fund: 631 - WASTEWATER</b>					
Dept sup	DEPARTMENT SUPPLIES				90.02
Dept sup	DEPARTMENT SUPPLIES				97.75
<b>Fund 631 - WASTEWATER Total:</b>					<b>187.77</b>
<b>Fund: 641 - WATER</b>					
Dept sup	DEPARTMENT SUPPLIES				4.27
<b>Fund 641 - WATER Total:</b>					<b>4.27</b>
<b>Vendor MENARDS Total:</b>					<b>582.53</b>
<b>Vendor: MONEY WISE OFFICE SUPPLIES</b>					
<b>Fund: 111 - GENERAL</b>					
DEPT SUPP	DEPARTMENT SUPPLIES				4.98
DEPT SUPP	DEPARTMENT SUPPLIES				17.49
DEPT SUPP	DEPARTMENT SUPPLIES				467.97
DEPT SUPPL	DEPARTMENT SUPPLIES				68.99
SUPPLIES	DEPARTMENT SUPPLIES				11.98
SUPPLIES	INVESTIGATION SUPPLIES				349.80
DEPT SUPPL	DEPARTMENT SUPPLIES				67.36
<b>Fund 111 - GENERAL Total:</b>					<b>988.57</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
DEPT SUPP	DEPARTMENT SUPPLIES				63.29
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>					<b>63.29</b>
<b>Fund: 631 - WASTEWATER</b>					
DEPT SUPP	DEPARTMENT SUPPLIES				63.29
<b>Fund 631 - WASTEWATER Total:</b>					<b>63.29</b>
<b>Fund: 641 - WATER</b>					
DEPT SUPP	DEPARTMENT SUPPLIES				63.29
<b>Fund 641 - WATER Total:</b>					<b>63.29</b>
<b>Vendor MONEY WISE OFFICE SUPPLIES Total:</b>					<b>1,178.44</b>
<b>Vendor: MONUMENT PREVENTION COALITION</b>					
<b>Fund: 111 - GENERAL</b>					
CONTRACTUAL	CONTRACTUAL SERVICES				880.00
<b>Fund 111 - GENERAL Total:</b>					<b>880.00</b>
<b>Vendor MONUMENT PREVENTION COALITION Total:</b>					<b>880.00</b>
<b>Vendor: MUNICIPAL PIPE TOOL CO, LLC</b>					
<b>Fund: 631 - WASTEWATER</b>					
Equip maint	EQUIPMENT MAINTENANCE				768.18
<b>Fund 631 - WASTEWATER Total:</b>					<b>768.18</b>
<b>Vendor MUNICIPAL PIPE TOOL CO, LLC Total:</b>					<b>768.18</b>
<b>Vendor: NATIONAL IMPRINT CORPORATION</b>					
<b>Fund: 215 - SPECIAL PROJECTS</b>					
DEPT SUPPL	DEPARTMENT SUPPLIES				141.50
<b>Fund 215 - SPECIAL PROJECTS Total:</b>					<b>141.50</b>
<b>Vendor NATIONAL IMPRINT CORPORATION Total:</b>					<b>141.50</b>
<b>Vendor: NE CHILD SUPPORT PAYMENT CENTER</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
NE CHILD SUPPORT PYBLE	CHILD SUPPORT EE PAY				1,982.31
<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>					<b>1,982.31</b>
<b>Vendor NE CHILD SUPPORT PAYMENT CENTER Total:</b>					<b>1,982.31</b>
<b>Vendor: NE DEPT OF REVENUE</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
STATE PYRL W/H	STATE W/H EE PAYABLE				20,164.43

## Expense Approval Report

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
STATE INCOME TAX WITHHELD	STATE W/H EE PAYABLE				16.89
Fund 713 - CASH & INVESTMENT POOL Total:					20,181.32
Vendor NE DEPT OF REVENUE Total:					20,181.32
<b>Vendor: NE LIBRARY COMMISSION</b>					
<b>Fund: 111 - GENERAL</b>					
Trng	SCHOOL & CONFERENCE				10.00
Fund 111 - GENERAL Total:					10.00
Vendor NE LIBRARY COMMISSION Total:					10.00
<b>Vendor: NE SAFETY &amp; FIRE EQUIPEMENT INC.</b>					
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
equip mtnc	EQUIPMENT MAINTENANCE				182.00
equip mtnc	EQUIPMENT MAINTENANCE				49.00
Fund 621 - ENVIRONMENTAL SERVICES Total:					231.00
Vendor NE SAFETY & FIRE EQUIPEMENT INC. Total:					231.00
<b>Vendor: NEBRASKALAND TIRE</b>					
<b>Fund: 111 - GENERAL</b>					
VEH MAINT	VEHICLE MAINTENANCE				26.00
VEH MAINT	VEHICLE MAINTENANCE				26.00
VEH MAINT	VEHICLE MAINTENANCE				26.00
VEH MAINT	VEHICLE MAINTENANCE				26.00
VEH MAINT	VEHICLE MAINTENANCE				26.00
VEH MAINT	VEHICLE MAINTENANCE				26.00
VEH MAINT	VEHICLE MAINTENANCE				612.34
VEH MAINT	VEHICLE MAINTENANCE				26.00
Fund 111 - GENERAL Total:					794.34
Vendor NEBRASKALAND TIRE Total:					794.34
<b>Vendor: NEW WORLD INN</b>					
<b>Fund: 661 - STORMWATER</b>					
Lodging	SCHOOL & CONFERENCE				63.90
Fund 661 - STORMWATER Total:					63.90
Vendor NEW WORLD INN Total:					63.90
<b>Vendor: NOEL DELEON</b>					
<b>Fund: 641 - WATER</b>					
UTILITY REF	REFUNDS PAYABLE				44.03
Fund 641 - WATER Total:					44.03
Vendor NOEL DELEON Total:					44.03
<b>Vendor: OCLC, INC</b>					
<b>Fund: 111 - GENERAL</b>					
Cont Srvcs	CONTRACTUAL SERVICES				171.00
Fund 111 - GENERAL Total:					171.00
Vendor OCLC, INC Total:					171.00
<b>Vendor: ONE CALL CONCEPTS</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
CABLE LOCATES	CONTRACTUAL SERVICES				26.15
Fund 212 - TRANSPORTATION Total:					26.15
<b>Fund: 631 - WASTEWATER</b>					
CABLE LOCATES	CONTRACTUAL SERVICES				26.15
Fund 631 - WASTEWATER Total:					26.15
<b>Fund: 641 - WATER</b>					
CABLE LOCATES	CONTRACTUAL SERVICES				26.15
Fund 641 - WATER Total:					26.15
Vendor ONE CALL CONCEPTS Total:					78.45

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: PANHANDLE HUMANE SOC</b>					
<b>Fund: 111 - GENERAL</b>					
CONTRCTUAL SVC	CONTRACTUAL SERVICES				4,881.32
<b>Fund 111 - GENERAL Total:</b>					<b>4,881.32</b>
<b>Vendor PANHANDLE HUMANE SOC Total:</b>					<b>4,881.32</b>
<b>Vendor: PAUL AND ADAM LLC</b>					
<b>Fund: 641 - WATER</b>					
UTILITY REF	REFUNDS PAYABLE				37.75
<b>Fund 641 - WATER Total:</b>					<b>37.75</b>
<b>Vendor PAUL AND ADAM LLC Total:</b>					<b>37.75</b>
<b>Vendor: PLATTE VALLEY BANK</b>					
<b>Fund: 311 - DEBT SERVICE</b>					
LOAN PAYT	DEBT SERVICE-PRINCIPAL				17,213.76
LOAN PAYT	DEBT SERVICE-INTEREST				468.76
<b>Fund 311 - DEBT SERVICE Total:</b>					<b>17,682.52</b>
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
HSA EE PYBLE	HSA EE PAYABLE				9,183.46
HSA ER PYBLE/SINGLE D	HSA ER PAYABLE				137.50
HSA ER PYBLE - FAMILY D	HSA ER PAYABLE				1,850.00
HSA ER PYBLE - SINGLE C	HSA ER PAYABLE				10.00
HSA ER PYBLE - FAMILY C	HSA ER PAYABLE				70.00
<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>					<b>11,250.96</b>
<b>Vendor PLATTE VALLEY BANK Total:</b>					<b>28,933.48</b>
<b>Vendor: POSTMASTER</b>					
<b>Fund: 111 - GENERAL</b>					
PSTGE PRMT	POSTAGE				200.00
<b>Fund 111 - GENERAL Total:</b>					<b>200.00</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
Postage	POSTAGE				51.14
Postage 12/5/13	POSTAGE				75.68
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>					<b>126.82</b>
<b>Fund: 631 - WASTEWATER</b>					
Postage	POSTAGE				51.14
Postage 12/5/13	POSTAGE				75.68
<b>Fund 631 - WASTEWATER Total:</b>					<b>126.82</b>
<b>Fund: 641 - WATER</b>					
Postage	POSTAGE				51.15
Postage 12/5/13	POSTAGE				75.69
<b>Fund 641 - WATER Total:</b>					<b>126.84</b>
<b>Vendor POSTMASTER Total:</b>					<b>580.48</b>
<b>Vendor: POWERPLAN</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
PARTS	EQUIPMENT MAINTENANCE				437.63
PARTS	EQUIPMENT MAINTENANCE				44.76
<b>Fund 212 - TRANSPORTATION Total:</b>					<b>482.39</b>
<b>Vendor POWERPLAN Total:</b>					<b>482.39</b>
<b>Vendor: PRAISE WINDOWS</b>					
<b>Fund: 111 - GENERAL</b>					
Bldg main	BUILDING MAINTENANCE				620.00
<b>Fund 111 - GENERAL Total:</b>					<b>620.00</b>
<b>Vendor PRAISE WINDOWS Total:</b>					<b>620.00</b>



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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: QUILL CORP</b>					
<b>Fund: 111 - GENERAL</b>					
INVEST SUPPL	INVESTIGATION SUPPLIES				113.10
				<b>Fund 111 - GENERAL Total:</b>	<b>113.10</b>
				<b>Vendor QUILL CORP Total:</b>	<b>113.10</b>
<b>Vendor: RAILROAD MANAGEMENT CO III,LLC</b>					
<b>Fund: 641 - WATER</b>					
Rent	RENT-LAND				146.16
				<b>Fund 641 - WATER Total:</b>	<b>146.16</b>
<b>Fund: 661 - STORMWATER</b>					
Rent	RENT-LAND				546.36
				<b>Fund 661 - STORMWATER Total:</b>	<b>546.36</b>
				<b>Vendor RAILROAD MANAGEMENT CO III,LLC Total:</b>	<b>692.52</b>
<b>Vendor: RCI</b>					
<b>Fund: 812 - HEALTH INSURANCE</b>					
INS PREMIUM	PREMIUM EXPENSE				29,989.86
FLEX & MEDICAL EXP	CLAIMS EXPENSE				16,960.56
FLEX & MEDICAL EXP	CLAIMS EXPENSE				54,911.90
FLEX & MEDICAL EXP	FLEXIBLE BENFT EXPENSES				12.57
FLEX & MEDICAL EXP	FLEXIBLE BENFT EXPENSES				649.06
				<b>Fund 812 - HEALTH INSURANCE Total:</b>	<b>102,523.95</b>
				<b>Vendor RCI Total:</b>	<b>102,523.95</b>
<b>Vendor: RESPOND FIRST AID SYSTEMS</b>					
<b>Fund: 631 - WASTEWATER</b>					
Dept sup	DEPARTMENT SUPPLIES				21.27
				<b>Fund 631 - WASTEWATER Total:</b>	<b>21.27</b>
<b>Fund: 641 - WATER</b>					
Dept sup	DEPARTMENT SUPPLIES				21.28
				<b>Fund 641 - WATER Total:</b>	<b>21.28</b>
				<b>Vendor RESPOND FIRST AID SYSTEMS Total:</b>	<b>42.55</b>
<b>Vendor: RUFF, JOHN</b>					
<b>Fund: 641 - WATER</b>					
UTILITY REF	REFUNDS PAYABLE				29.15
				<b>Fund 641 - WATER Total:</b>	<b>29.15</b>
				<b>Vendor RUFF, JOHN Total:</b>	<b>29.15</b>
<b>Vendor: S M E C</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
EE CONTRIBUTION - BIWEEKLY	SMEC EE PAYABLE				249.50
				<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>	<b>249.50</b>
				<b>Vendor S M E C Total:</b>	<b>249.50</b>
<b>Vendor: SANDBERG IMPLEMENT, INC</b>					
<b>Fund: 111 - GENERAL</b>					
EQP MTC	EQUIPMENT MAINTENANCE				57.64
EQP MTC	EQUIPMENT MAINTENANCE				12.98
EQP MTC	EQUIPMENT MAINTENANCE				62.88
				<b>Fund 111 - GENERAL Total:</b>	<b>133.50</b>
<b>Fund: 213 - CEMETERY</b>					
EQP MTC	EQUIPMENT MAINTENANCE				134.10
				<b>Fund 213 - CEMETERY Total:</b>	<b>134.10</b>
				<b>Vendor SANDBERG IMPLEMENT, INC Total:</b>	<b>267.60</b>

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: SCB COUNTY</b>					
<b>Fund: 111 - GENERAL</b>					
SEPTIC INSPECTION	CONTRACTUAL SERVICES				63.00
				<b>Fund 111 - GENERAL Total:</b>	<b>63.00</b>
				<b>Vendor SCB COUNTY Total:</b>	<b>63.00</b>
<b>Vendor: SCB FIREFIGHTERS UNION LOCAL 1454</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
FIRE EE DUES	FIRE UNION DUES EE PAY				195.00
				<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>	<b>195.00</b>
				<b>Vendor SCB FIREFIGHTERS UNION LOCAL 1454 Total:</b>	<b>195.00</b>
<b>Vendor: SCB POLICE OFFICERS ASS'N</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
POLICE EE DUES	POL UNION DUES EE PAY				378.00
				<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>	<b>378.00</b>
				<b>Vendor SCB POLICE OFFICERS ASS'N Total:</b>	<b>378.00</b>
<b>Vendor: SCOTTS BLUFF COUNTY</b>					
<b>Fund: 111 - GENERAL</b>					
agreement	CONTRACTUAL SERVICES				104,447.18
				<b>Fund 111 - GENERAL Total:</b>	<b>104,447.18</b>
				<b>Vendor SCOTTS BLUFF COUNTY Total:</b>	<b>104,447.18</b>
<b>Vendor: SCOTTSBLUFF BODY &amp; PAINT, INC</b>					
<b>Fund: 111 - GENERAL</b>					
CONTRACTUAL	CONTRACTUAL SERVICES				70.00
CONTRACTUAL	CONTRACTUAL SERVICES				130.00
CONTRACTUAL	CONTRACTUAL SERVICES				70.00
CONTRACTUAL	CONTRACTUAL SERVICES				70.00
CONTRACTUAL	CONTRACTUAL SERVICES				70.00
CONTRACTUAL	CONTRACTUAL SERVICES				60.00
CONTRACTUAL	CONTRACTUAL SERVICES				60.00
				<b>Fund 111 - GENERAL Total:</b>	<b>530.00</b>
				<b>Vendor SCOTTSBLUFF BODY &amp; PAINT, INC Total:</b>	<b>530.00</b>
<b>Vendor: SCOTTSBLUFF COUNTRY CLUB</b>					
<b>Fund: 641 - WATER</b>					
UTILITY REF	REFUNDS PAYABLE				78.15
				<b>Fund 641 - WATER Total:</b>	<b>78.15</b>
				<b>Vendor SCOTTSBLUFF COUNTRY CLUB Total:</b>	<b>78.15</b>
<b>Vendor: SHAWN WEST</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
reimb.	LIFE INS EE PAYABLE				1.48
				<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>	<b>1.48</b>
				<b>Vendor SHAWN WEST Total:</b>	<b>1.48</b>
<b>Vendor: SHERIFF'S OFFICE</b>					
<b>Fund: 111 - GENERAL</b>					
PAPERS SERVED	LEGAL FEES				307.58
				<b>Fund 111 - GENERAL Total:</b>	<b>307.58</b>
				<b>Vendor SHERIFF'S OFFICE Total:</b>	<b>307.58</b>
<b>Vendor: SIMMONS OLSEN LAW FIRM, P.C.</b>					
<b>Fund: 111 - GENERAL</b>					
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				6,086.85
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				3,917.77
CONTRACTUAL SERVICES	LEGAL FEES				875.00
				<b>Fund 111 - GENERAL Total:</b>	<b>10,879.62</b>
<b>Fund: 224 - ECONOMIC DEVELOPMENT</b>					
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				259.50

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				512.50
Fund 224 - ECONOMIC DEVELOPMENT Total:					772.00
Fund: 661 - STORMWATER					
CONTRACTUAL SERVICES	LEGAL FEES				237.50
Fund 661 - STORMWATER Total:					237.50
Vendor SIMMONS OLSEN LAW FIRM, P.C. Total:					11,889.12
Vendor: SIMON CONTRACTORS					
Fund: 212 - TRANSPORTATION					
CONCRETE	STREET MAINTENANCE				535.50
CONCRETE	STREET MAINTENANCE				300.00
CONCRETE	STREET MAINTENANCE				165.00
CONCRETE	STREET MAINTENANCE				530.00
CONCRETE	STREET MAINTENANCE				118.75
Fund 212 - TRANSPORTATION Total:					1,649.25
Vendor SIMON CONTRACTORS Total:					1,649.25
Vendor: SLAFTER OIL CO INC.					
Fund: 621 - ENVIRONMENTAL SERVICES					
vehicle mtnc	VEHICLE MAINTENANCE				160.65
Fund 621 - ENVIRONMENTAL SERVICES Total:					160.65
Vendor SLAFTER OIL CO INC. Total:					160.65
Vendor: SONNY'S BIKE SHOP					
Fund: 111 - GENERAL					
EQP MTC	EQUIPMENT MAINTENANCE				10.99
Fund 111 - GENERAL Total:					10.99
Vendor SONNY'S BIKE SHOP Total:					10.99
Vendor: SOURCE GAS					
Fund: 111 - GENERAL					
Mnthly Heating Fuel	HEATING FUEL				173.99
Mnthly Heating Fuel	HEATING FUEL				105.56
Mnthly Heating Fuel	HEATING FUEL				173.09
Mnthly Heating Fuel	HEATING FUEL				230.72
Mnthly Heating Fuel	HEATING FUEL				367.41
Mnthly Heating Fuel	HEATING FUEL				63.92
Fund 111 - GENERAL Total:					1,114.69
Fund: 212 - TRANSPORTATION					
Mnthly Heating Fuel	HEATING FUEL				1,309.12
Fund 212 - TRANSPORTATION Total:					1,309.12
Fund: 621 - ENVIRONMENTAL SERVICES					
Mnthly Heating Fuel	HEATING FUEL				213.21
Fund 621 - ENVIRONMENTAL SERVICES Total:					213.21
Fund: 641 - WATER					
Mnthly Heating Fuel	HEATING FUEL				134.63
Fund 641 - WATER Total:					134.63
Vendor SOURCE GAS Total:					2,771.65
Vendor: SPECIAL INVESTIGATIONS					
Fund: 111 - GENERAL					
HIDTA BUY MONEY	INVESTIGATION SUPPLIES				5,000.00
Fund 111 - GENERAL Total:					5,000.00
Vendor SPECIAL INVESTIGATIONS Total:					5,000.00
Vendor: STAPLES					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				68.86
DEP SUP	DEPARTMENT SUPPLIES				7.09
DEP SUP	DEPARTMENT SUPPLIES				24.29
DEP SUP	DEPARTMENT SUPPLIES				253.28

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
DEP SUP	DEPARTMENT SUPPLIES				60.81
Fund 111 - GENERAL Total:					414.33
Fund: 212 - TRANSPORTATION					
SUPP	DEPARTMENT SUPPLIES				7.99
Fund 212 - TRANSPORTATION Total:					7.99
Fund: 631 - WASTEWATER					
Office sup	DEPARTMENT SUPPLIES				90.28
Office sup	DEPARTMENT SUPPLIES				46.50
Fund 631 - WASTEWATER Total:					136.78
Vendor STAPLES Total:					559.10
Vendor: STAR HERALD					
Fund: 111 - GENERAL					
PUBLICATIONS	PUBLICATIONS				19.08
Legal Publishing	LEGAL PUBLICATIONS				52.66
Legal Publishing	LEGAL PUBLICATIONS				357.68
Legal Publishing	LEGAL PUBLICATIONS				21.37
Legal Publishing	LEGAL PUBLICATIONS				13.36
Legal Publishing	RECRUITMENT				2,278.15
Fund 111 - GENERAL Total:					2,742.30
Fund: 224 - ECONOMIC DEVELOPMENT					
Legal Publishing	PUBLICATIONS				17.56
Fund 224 - ECONOMIC DEVELOPMENT Total:					17.56
Vendor STAR HERALD Total:					2,759.86
Vendor: STATE OF NEBRASKA					
Fund: 111 - GENERAL					
REFUND	MISCELLANEOUS				200.00
Fund 111 - GENERAL Total:					200.00
Vendor STATE OF NEBRASKA Total:					200.00
Vendor: STATE OF NEBR-DEPT OF ADMIN SVC					
Fund: 111 - GENERAL					
Mnthly Long Distance	TELEPHONE				16.65
Mnthly Long Distance	TELEPHONE				2.86
Mnthly Long Distance	TELEPHONE				0.60
Mnthly Long Distance	TELEPHONE				4.74
Mnthly Long Distance	TELEPHONE				1.16
Mnthly Long Distance	TELEPHONE				3.38
Mnthly Long Distance	TELEPHONE				9.17
Mnthly Long Distance	TELEPHONE				45.46
Mnthly Long Distance	TELEPHONE				15.87
Mnthly Long Distance	TELEPHONE				6.36
Mnthly Long Distance	TELEPHONE				2.37
LONG DISTANCE	TELEPHONE				6.65
Fund 111 - GENERAL Total:					115.27
Fund: 212 - TRANSPORTATION					
Mnthly Long Distance	TELEPHONE				11.86
Fund 212 - TRANSPORTATION Total:					11.86
Fund: 213 - CEMETERY					
Mnthly Long Distance	TELEPHONE				7.03
Fund 213 - CEMETERY Total:					7.03
Fund: 621 - ENVIRONMENTAL SERVICES					
Mnthly Long Distance	TELEPHONE				4.01
Fund 621 - ENVIRONMENTAL SERVICES Total:					4.01
Fund: 631 - WASTEWATER					
Mnthly Long Distance	TELEPHONE				5.28
Fund 631 - WASTEWATER Total:					5.28

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Fund: 641 - WATER</b>					
Mnthly Long Distance	TELEPHONE				3.28
<b>Fund 641 - WATER Total:</b>					<b>3.28</b>
<b>Fund: 661 - STORMWATER</b>					
Mnthly Long Distance	TELEPHONE				4.17
<b>Fund 661 - STORMWATER Total:</b>					<b>4.17</b>
<b>Fund: 721 - GIS SERVICES</b>					
Mnthly Long Distance	TELEPHONE				0.47
<b>Fund 721 - GIS SERVICES Total:</b>					<b>0.47</b>
<b>Vendor STATE OF NEBR-DEPT OF ADMIN SVC Total:</b>					<b>151.37</b>
<b>Vendor: STEPHEN BONDS</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
reimb.	LIFE INS EE PAYABLE				2.40
<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>					<b>2.40</b>
<b>Vendor STEPHEN BONDS Total:</b>					<b>2.40</b>
<b>Vendor: STEVE LOPEZ</b>					
<b>Fund: 111 - GENERAL</b>					
SCHOOLS & CONF	SCHOOL & CONFERENCE				39.00
<b>Fund 111 - GENERAL Total:</b>					<b>39.00</b>
<b>Vendor STEVE LOPEZ Total:</b>					<b>39.00</b>
<b>Vendor: SUBWAY</b>					
<b>Fund: 111 - GENERAL</b>					
meals	RECRUITMENT				23.25
<b>Fund 111 - GENERAL Total:</b>					<b>23.25</b>
<b>Vendor SUBWAY Total:</b>					<b>23.25</b>
<b>Vendor: SUPERIOR SIGNALS, INC</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
SUPP	DEPARTMENT SUPPLIES				176.96
SUPP	DEPARTMENT SUPPLIES				159.96
<b>Fund 212 - TRANSPORTATION Total:</b>					<b>336.92</b>
<b>Vendor SUPERIOR SIGNALS, INC Total:</b>					<b>336.92</b>
<b>Vendor: TEAM CHEVROLET INC</b>					
<b>Fund: 111 - GENERAL</b>					
VEH MTC	VEHICLE MAINTENANCE				473.48
<b>Fund 111 - GENERAL Total:</b>					<b>473.48</b>
<b>Vendor TEAM CHEVROLET INC Total:</b>					<b>473.48</b>
<b>Vendor: THE SHERWIN-WILLIAMS CO</b>					
<b>Fund: 111 - GENERAL</b>					
DEP SUP	DEPARTMENT SUPPLIES				205.56
<b>Fund 111 - GENERAL Total:</b>					<b>205.56</b>
<b>Vendor THE SHERWIN-WILLIAMS CO Total:</b>					<b>205.56</b>
<b>Vendor: TOMMY'S JOHNNY'S INC</b>					
<b>Fund: 111 - GENERAL</b>					
CON SRV	STRUCTURES				75.00
CON SRV	CONTRACTUAL SERVICES				495.00
<b>Fund 111 - GENERAL Total:</b>					<b>570.00</b>
<b>Vendor TOMMY'S JOHNNY'S INC Total:</b>					<b>570.00</b>
<b>Vendor: TOTAL FUNDS BY HASLER</b>					
<b>Fund: 111 - GENERAL</b>					
POSTAGE	POSTAGE				1,000.00
<b>Fund 111 - GENERAL Total:</b>					<b>1,000.00</b>
<b>Vendor TOTAL FUNDS BY HASLER Total:</b>					<b>1,000.00</b>

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: TWIN CITY AUTO, INC</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
SUPP	DEPARTMENT SUPPLIES				2,278.44
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>2,278.44</b>
				<b>Vendor TWIN CITY AUTO, INC Total:</b>	<b>2,278.44</b>
<b>Vendor: TYLER TECHNOLOGIES, INC</b>					
<b>Fund: 111 - GENERAL</b>					
contract	EQUIPMENT				4,666.44
contr.	EQUIPMENT				5,846.25
conversion	EQUIPMENT				6,096.31
				<b>Fund 111 - GENERAL Total:</b>	<b>16,609.00</b>
				<b>Vendor TYLER TECHNOLOGIES, INC Total:</b>	<b>16,609.00</b>
<b>Vendor: UPSTART ENTERPRISES, LLC</b>					
<b>Fund: 111 - GENERAL</b>					
CON SRV	CONTRACTUAL SERVICES				180.00
SUPPLIES	DEPARTMENT SUPPLIES				25.76
SUPPLIES	INVESTIGATION SUPPLIES				158.42
				<b>Fund 111 - GENERAL Total:</b>	<b>364.18</b>
				<b>Vendor UPSTART ENTERPRISES, LLC Total:</b>	<b>364.18</b>
<b>Vendor: US BANK-CPS</b>					
<b>Fund: 111 - GENERAL</b>					
Sub rnwl	SUBSCRIPTIONS				89.93
bowen trav	BUSINESS TRAVEL				817.80
TRV CON	SCHOOL & CONFERENCE				103.98
				<b>Fund 111 - GENERAL Total:</b>	<b>1,011.71</b>
<b>Fund: 641 - WATER</b>					
Shipping fee	POSTAGE				25.59
				<b>Fund 641 - WATER Total:</b>	<b>25.59</b>
				<b>Vendor US BANK-CPS Total:</b>	<b>1,037.30</b>
<b>Vendor: USA BLUEBOOK</b>					
<b>Fund: 631 - WASTEWATER</b>					
Equip maint	EQUIPMENT MAINTENANCE				571.81
				<b>Fund 631 - WASTEWATER Total:</b>	<b>571.81</b>
				<b>Vendor USA BLUEBOOK Total:</b>	<b>571.81</b>
<b>Vendor: VERIZON WIRELESS</b>					
<b>Fund: 111 - GENERAL</b>					
fire cells	CELLULAR PHONE				212.80
TELEPHONE	TELEPHONE				459.02
TELEPHONE	TELEPHONE				22.34
				<b>Fund 111 - GENERAL Total:</b>	<b>694.16</b>
<b>Fund: 631 - WASTEWATER</b>					
Cell phone fees	CELLULAR PHONE				47.34
				<b>Fund 631 - WASTEWATER Total:</b>	<b>47.34</b>
<b>Fund: 641 - WATER</b>					
Cell phone fees	CELLULAR PHONE				82.57
				<b>Fund 641 - WATER Total:</b>	<b>82.57</b>
				<b>Vendor VERIZON WIRELESS Total:</b>	<b>824.07</b>
<b>Vendor: VIAERO WIRELESS</b>					
<b>Fund: 631 - WASTEWATER</b>					
Locates	CONTRACTUAL SERVICES				18.10
				<b>Fund 631 - WASTEWATER Total:</b>	<b>18.10</b>

## Expense Approval Report

Post Dates: 12/3/2013 - 12/16/2013

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Fund: 641 - WATER</b>					
Locates	CONTRACTUAL SERVICES				18.11
<b>Fund 641 - WATER Total:</b>					<b>18.11</b>
<b>Vendor VIAERO WIRELESS Total:</b>					<b>36.21</b>
<b>Vendor: WALMART COMMUNITY/GEMB</b>					
<b>Fund: 111 - GENERAL</b>					
dept supl	DEPARTMENT SUPPLIES				38.92
dept. supl	DEPARTMENT SUPPLIES				79.15
Dpt sup	DEPARTMENT SUPPLIES				3.00
Dpt sup	DEPARTMENT SUPPLIES				23.62
<b>Fund 111 - GENERAL Total:</b>					<b>144.69</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
dept supplies	DEPARTMENT SUPPLIES				56.29
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>					<b>56.29</b>
<b>Vendor WALMART COMMUNITY/GEMB Total:</b>					<b>200.98</b>
<b>Vendor: WELLS FARGO BANK N.A.</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
RETIREMENT GENERAL - EE	REGULAR RETIRE EE PAY				8,168.24
RETIREMENT GENERAL ADDTL -...	REGULAR RETIRE EE PAY				2,767.64
RETIREMENT GENERAL ADDTL -...	REGULAR RETIRE ER PAY				2,382.03
TSA POLICE	RETIRE POLICE EE PAY				15,588.84
TSA POLICE ADDTL - EE	RETIRE POLICE EE PAY				58.93
TSA FIRE	RETIRE FIRE EE PAYABLE				7,476.76
TSA FIRE ADDTL - EE	RETIRE FIRE EE PAYABLE				315.00
RETIREMENT GENERAL - EE	REGULAR RETIRE EE PAY				4.50
RETIREMENT GENERAL ADDTL -...	REGULAR RETIRE ER PAY				2.25
RETIREMENT GENERAL ADDTL -...	REGULAR RETIRE ER PAY				2.25
<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>					<b>36,766.44</b>
<b>Vendor WELLS FARGO BANK N.A. Total:</b>					<b>36,766.44</b>
<b>Vendor: WESTERN NEBR HUMAN RESOURCE MNGT ASSOC</b>					
<b>Fund: 111 - GENERAL</b>					
dues	MEMBERSHIPS				30.00
<b>Fund 111 - GENERAL Total:</b>					<b>30.00</b>
<b>Vendor WESTERN NEBR HUMAN RESOURCE MNGT ASSOC Total:</b>					<b>30.00</b>
<b>Vendor: WESTERN PATHOLOGY CONSULTANTS, INC</b>					
<b>Fund: 111 - GENERAL</b>					
suppl	CONTRACTUAL SERVICES				44.50
<b>Fund 111 - GENERAL Total:</b>					<b>44.50</b>
<b>Vendor WESTERN PATHOLOGY CONSULTANTS, INC Total:</b>					<b>44.50</b>
<b>Vendor: WORLD BOOK INC</b>					
<b>Fund: 211 - REGIONAL LIBRARY</b>					
Bks	BOOKS				919.00
<b>Fund 211 - REGIONAL LIBRARY Total:</b>					<b>919.00</b>
<b>Vendor WORLD BOOK INC Total:</b>					<b>919.00</b>
<b>Vendor: YMCA OF SCOTTSBLUFF</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
POLICE - EE	YMCA PAY EE				147.00
POLICE - ER	YMCA PAY ER				235.20
EE-SINGLE	YMCA PAY EE				110.25
EE - FAMILY	YMCA PAY EE				575.99
ER PAID AT 50%	YMCA PAY ER				126.00
ER PAID AT 75%	YMCA PAY ER				47.26
ER PAID AT 100%	YMCA PAY ER				157.50
<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>					<b>1,399.20</b>
<b>Vendor YMCA OF SCOTTSBLUFF Total:</b>					<b>1,399.20</b>

## Expense Approval Report

Post Dates: 12/3/2013 - 12/16/2013

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: ZEKE BOWEN</b>					
<b>Fund: 111 - GENERAL</b>					
bowen trav adv	SCHOOL & CONFERENCE				185.32
<b>Fund 111 - GENERAL Total:</b>					<b>185.32</b>
<b>Vendor ZEKE BOWEN Total:</b>					<b>185.32</b>
<b>Vendor: ZM LUMBER CO.</b>					
<b>Fund: 111 - GENERAL</b>					
DEP SUP	DEPARTMENT SUPPLIES				25.60
DEP SUP	DEPARTMENT SUPPLIES				20.00
DEP SUP	DEPARTMENT SUPPLIES				17.60
DEP SUP	DEPARTMENT SUPPLIES				25.85
DEP SUP	DEPARTMENT SUPPLIES				44.39
<b>Fund 111 - GENERAL Total:</b>					<b>133.44</b>
<b>Vendor ZM LUMBER CO. Total:</b>					<b>133.44</b>
<b>Grand Total:</b>					<b>556,204.89</b>



## Report Summary

## Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	173,460.91	335.83
211 - REGIONAL LIBRARY	3,623.64	0.00
212 - TRANSPORTATION	21,193.14	0.00
213 - CEMETERY	1,028.61	0.00
215 - SPECIAL PROJECTS	141.50	0.00
216 - BUSINESS IMPROVEMENT	140.00	0.00
223 - KENO	223.75	0.00
224 - ECONOMIC DEVELOPMENT	789.56	0.00
311 - DEBT SERVICE	17,682.52	0.00
621 - ENVIRONMENTAL SERVICES	41,060.91	126.82
631 - WASTEWATER	5,883.86	126.82
641 - WATER	7,141.14	126.84
661 - STORMWATER	20,049.99	0.00
713 - CASH & INVESTMENT POOL	154,826.87	154,822.99
721 - GIS SERVICES	6,434.54	0.00
812 - HEALTH INSURANCE	102,523.95	72,534.09
<b>Grand Total:</b>	<b>556,204.89</b>	<b>228,073.39</b>

## Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-49111-111	MISCELLANEOUS	200.00	0.00
111-51281-142	DISABILITY INSURANCE	335.83	335.83
111-52111-111	DEPARTMENT SUPPLIES	618.25	0.00
111-52111-112	DEPARTMENT SUPPLIES	11.75	0.00
111-52111-116	DEPARTMENT SUPPLIES	251.99	0.00
111-52111-121	DEPARTMENT SUPPLIES	7.31	0.00
111-52111-141	DEPARTMENT SUPPLIES	178.79	0.00
111-52111-142	DEPARTMENT SUPPLIES	419.61	0.00
111-52111-151	DEPARTMENT SUPPLIES	803.26	0.00
111-52111-171	DEPARTMENT SUPPLIES	1,206.59	0.00
111-52111-172	DEPARTMENT SUPPLIES	129.67	0.00
111-52121-111	JANITORIAL SUPPLIES	30.54	0.00
111-52121-151	JANITORIAL SUPPLIES	135.62	0.00
111-52163-142	INVESTIGATION SUPPLIES	5,704.82	0.00
111-52181-142	UNIFORMS & CLOTHING	717.27	0.00
111-52211-143	PUBLICATIONS	19.08	0.00
111-52222-151	BOOKS	1,925.38	0.00
111-52225-151	SUBSCRIPTIONS	297.60	0.00
111-52311-112	MEMBERSHIPS	30.00	0.00
111-52411-111	POSTAGE	1,200.00	0.00
111-53111-112	CONTRACTUAL SERVICES	44.50	0.00
111-53111-114	CONTRACTUAL SERVICES	9,211.85	0.00
111-53111-121	CONTRACTUAL SERVICES	63.00	0.00
111-53111-142	CONTRACTUAL SERVICES	114,656.27	0.00
111-53111-151	CONTRACTUAL SERVICES	171.00	0.00
111-53111-171	CONTRACTUAL SERVICES	675.00	0.00
111-53121-112	CONSULTING SERVICES	9.50	0.00
111-53121-142	CONSULTING SERVICES	100.00	0.00
111-53161-112	LEGAL PUBLICATIONS	52.66	0.00
111-53161-115	LEGAL PUBLICATIONS	357.68	0.00
111-53161-121	LEGAL PUBLICATIONS	21.37	0.00
111-53161-151	LEGAL PUBLICATIONS	13.36	0.00
111-53211-114	LEGAL FEES	661.58	0.00
111-53211-142	LEGAL FEES	875.00	0.00
111-53421-141	BUILDING MAINTENANCE	8.10	0.00
111-53421-142	BUILDING MAINTENANCE	8.10	0.00
111-53421-151	BUILDING MAINTENANCE	620.00	0.00

## Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53421-171	BUILDING MAINTENANCE	179.14	0.00
111-53441-116	EQUIPMENT MAINTENAN...	592.91	0.00
111-53441-121	EQUIPMENT MAINTENAN...	541.00	0.00
111-53441-171	EQUIPMENT MAINTENAN...	1,144.18	0.00
111-53451-141	VEHICLE MAINTENANCE	320.15	0.00
111-53451-142	VEHICLE MAINTENANCE	794.34	0.00
111-53451-171	VEHICLE MAINTENANCE	615.08	0.00
111-53521-111	HEATING FUEL	173.99	0.00
111-53521-141	HEATING FUEL	105.56	0.00
111-53521-142	HEATING FUEL	173.09	0.00
111-53521-151	HEATING FUEL	230.72	0.00
111-53521-171	HEATING FUEL	367.41	0.00
111-53521-172	HEATING FUEL	63.92	0.00
111-53561-111	TELEPHONE	251.68	0.00
111-53561-112	TELEPHONE	72.16	0.00
111-53561-114	TELEPHONE	68.40	0.00
111-53561-115	TELEPHONE	41.81	0.00
111-53561-116	TELEPHONE	228.96	0.00
111-53561-121	TELEPHONE	214.26	0.00
111-53561-141	TELEPHONE	300.34	0.00
111-53561-142	TELEPHONE	2,128.75	0.00
111-53561-143	TELEPHONE	28.99	0.00
111-53561-151	TELEPHONE	567.15	0.00
111-53561-171	TELEPHONE	176.61	0.00
111-53561-172	TELEPHONE	171.12	0.00
111-53571-141	CELLULAR PHONE	212.80	0.00
111-53631-111	RENT-MACHINES	153.09	0.00
111-53631-142	RENT-MACHINES	48.07	0.00
111-53711-141	SCHOOL & CONFERENCE	185.32	0.00
111-53711-142	SCHOOL & CONFERENCE	1,012.00	0.00
111-53711-151	SCHOOL & CONFERENCE	10.00	0.00
111-53711-171	SCHOOL & CONFERENCE	103.98	0.00
111-53721-141	BUSINESS TRAVEL	817.80	0.00
111-53721-142	BUSINESS TRAVEL	48.00	0.00
111-53741-112	TUITION SUPPORT	540.00	0.00
111-53913-112	RECRUITMENT	2,321.80	0.00
111-54311-172	STRUCTURES	75.00	0.00
111-54411-111	EQUIPMENT	16,609.00	0.00
211-52222-151	BOOKS	3,623.64	0.00
212-52111-212	DEPARTMENT SUPPLIES	5,220.53	0.00
212-52181-212	UNIFORMS & CLOTHING	40.18	0.00
212-53111-212	CONTRACTUAL SERVICES	45.76	0.00
212-53431-212	ELECTRICAL MAINTENAN...	1,827.72	0.00
212-53441-212	EQUIPMENT MAINTENAN...	482.39	0.00
212-53451-212	VEHICLE MAINTENANCE	294.90	0.00
212-53491-212	STREET MAINTENANCE	1,649.25	0.00
212-53521-212	HEATING FUEL	1,309.12	0.00
212-53561-212	TELEPHONE	529.29	0.00
212-54411-212	EQUIPMENT	9,794.00	0.00
213-52111-213	DEPARTMENT SUPPLIES	178.50	0.00
213-53111-213	CONTRACTUAL SERVICES	8.64	0.00
213-53441-213	EQUIPMENT MAINTENAN...	765.14	0.00
213-53561-213	TELEPHONE	76.33	0.00
215-52111-142	DEPARTMENT SUPPLIES	141.50	0.00
216-53111-121	CONTRACTUAL SERVICES	140.00	0.00
223-52111-171	DEPARTMENT SUPPLIES	223.75	0.00
224-52211-114	PUBLICATIONS	17.56	0.00
224-53111-114	CONTRACTUAL SERVICES	772.00	0.00

## Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
311-57110-111	DEBT SERVICE-PRINCIPAL	17,213.76	0.00
311-57115-111	DEBT SERVICE-INTEREST	468.76	0.00
621-52111-621	DEPARTMENT SUPPLIES	769.29	0.00
621-52411-621	POSTAGE	126.82	126.82
621-53193-621	DISPOSAL FEES	36,824.82	0.00
621-53441-621	EQUIPMENT MAINTENAN...	823.93	0.00
621-53451-621	VEHICLE MAINTENANCE	2,157.23	0.00
621-53521-621	HEATING FUEL	213.21	0.00
621-53561-621	TELEPHONE	145.61	0.00
631-52111-631	DEPARTMENT SUPPLIES	709.24	0.00
631-52181-631	UNIFORMS & CLOTHING	308.95	0.00
631-52411-631	POSTAGE	282.31	126.82
631-53111-631	CONTRACTUAL SERVICES	44.25	0.00
631-53431-631	ELECTRICAL MAINTENAN...	355.47	0.00
631-53441-631	EQUIPMENT MAINTENAN...	3,982.92	0.00
631-53561-631	TELEPHONE	140.88	0.00
631-53571-631	CELLULAR PHONE	47.34	0.00
631-59211-631	LICENSE/PERMITS	12.50	0.00
641-21416	REFUNDS PAYABLE	331.57	0.00
641-52111-641	DEPARTMENT SUPPLIES	88.84	0.00
641-52116-641	METERS	379.80	0.00
641-52117-641	SAMPLES	105.00	0.00
641-52411-641	POSTAGE	310.79	126.84
641-52611-641	CHEMICALS	1,612.45	0.00
641-53111-641	CONTRACTUAL SERVICES	1,251.86	0.00
641-53441-641	EQUIPMENT MAINTENAN...	2,414.61	0.00
641-53451-641	VEHICLE MAINTENANCE	177.13	0.00
641-53521-641	HEATING FUEL	134.63	0.00
641-53561-641	TELEPHONE	105.73	0.00
641-53571-641	CELLULAR PHONE	82.57	0.00
641-53611-641	RENT-LAND	146.16	0.00
661-53111-661	CONTRACTUAL SERVICES	4,340.00	0.00
661-53211-661	LEGAL FEES	237.50	0.00
661-53561-661	TELEPHONE	37.32	0.00
661-53611-661	RENT-LAND	546.36	0.00
661-53711-661	SCHOOL & CONFERENCE	63.90	0.00
661-54311-661	STRUCTURES	14,824.91	0.00
713-21511	MISC PAYROLL DEDUCT	360.14	360.14
713-21512	MEDICARE W/H EE PAYAB...	8,716.78	8,716.78
713-21513	FICA W/H EE PAYABLE	32,832.22	32,832.22
713-21514	FED W/H EE PAYABLE	37,875.75	37,875.75
713-21515	STATE W/H EE PAYABLE	20,181.32	20,181.32
713-21517	POL UNION DUES EE PAY	378.00	378.00
713-21518	FIRE UNION DUES EE PAY	195.00	195.00
713-21523	LIFE INS EE PAYABLE	64.84	60.96
713-21524	SMEC EE PAYABLE	249.50	249.50
713-21527	WAGE ATTACHMENT EE ...	203.42	203.42
713-21528	REGULAR RETIRE EE PAY	10,940.38	10,940.38
713-21529	DEFERRED COMP EE PAY	765.00	765.00
713-21531	RETIRE FIRE EE PAYABLE	7,791.76	7,791.76
713-21533	RETIRE POLICE EE PAY	15,647.77	15,647.77
713-21534	DIS INC INS EE PAYABLE	862.95	862.95
713-21539	CHILD SUPPORT EE PAY	1,982.31	1,982.31
713-21540	YMCA PAY EE	833.24	833.24
713-21541	HSA EE PAYABLE	9,183.46	9,183.46
713-21723	LIFE INS ER PAYABLE	743.04	743.04
713-21728	REGULAR RETIRE ER PAY	2,386.53	2,386.53
713-21740	YMCA PAY ER	565.96	565.96

**Account Summary**

Account Number	Account Name	Expense Amount	Payment Amount
713-21741	HSA ER PAYABLE	2,067.50	2,067.50
721-53441-721	EQUIPMENT MAINTENAN...	6,400.00	0.00
721-53561-721	TELEPHONE	34.54	0.00
812-53861-112	PREMIUM EXPENSE	29,989.86	0.00
812-53862-112	CLAIMS EXPENSE	71,872.46	71,872.46
812-53863-112	FLEXIBLE BENFT EXPENSES	661.63	661.63
<b>Grand Total:</b>		<b>556,204.89</b>	<b>228,073.39</b>

**Project Account Summary**

Project Account Key	Expense Amount	Payment Amount
**None**	551,278.90	228,073.39
1114253521	63.92	0.00
1114258111	75.00	0.00
2118152111	141.50	0.00
6002053111	4,340.00	0.00
6002053211	237.50	0.00
6002053561	4.17	0.00
6002053711	63.90	0.00
<b>Grand Total:</b>		<b>228,073.39</b>



City of Scottsbluff, NE

# Expense Approval Report

By Vendor Name

Post Dates 10/23/2013 - 10/23/2013

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: DALE'S TIRE & RETREADING, INC.					
Fund: 621 - ENVIRONMENTAL SERVICES					
credit	VEHICLE MAINTENANCE				-100.00
Fund 621 - ENVIRONMENTAL SERVICES Total:					-100.00
Vendor DALE'S TIRE & RETREADING, INC. Total:					-100.00
Grand Total:					-100.00

**Report Summary****Fund Summary**

<b>Fund</b>	<b>Expense Amount</b>	<b>Payment Amount</b>
621 - ENVIRONMENTAL SERVICES	-100.00	0.00
<b>Grand Total:</b>	<b>-100.00</b>	<b>0.00</b>

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Expense Amount</b>	<b>Payment Amount</b>
621-53451-621	VEHICLE MAINTENANCE	-100.00	0.00
<b>Grand Total:</b>		<b>-100.00</b>	<b>0.00</b>

**Project Account Summary**

<b>Project Account Key</b>	<b>Expense Amount</b>	<b>Payment Amount</b>
**None**	-100.00	0.00
<b>Grand Total:</b>	<b>-100.00</b>	<b>0.00</b>

# **City of Scottsbluff, Nebraska**

**Monday, December 16, 2013**

**Regular Meeting**

## **Item Public Inp1**

**Council to consider applications from St. Agnes Catholic Church, 2314 Third Ave., Scottsbluff, NE for 4 special designated liquor licenses to serve beer and wine at 4 Fish Fry events on January 31, 2014; March 7, 2014; and March 28, 2014; and April 11, 2014 from 5:00 p.m. to 9:00 p.m. each day**

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

**APPLICATION FOR SPECIAL  
DESIGNATED LICENSE**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: www.lcc.ne.gov/

DO YOU NEED POSTERS? YES ☐ NO ☐

RETAIL LICENSE HOLDERS ☐

NON PROFIT APPLICANTS ☒

Non Profit Status (check one that best applies)

Municipal ☐ Political ☐ Fine Arts ☐ Fraternal ☒ Religious ☐ Charitable ☐ Public Service ☐

**COMPLETE ALL QUESTIONS**

1. Type of alcohol to be served and/or consumed: Beer ☒ Wine ☒ Distilled Spirits ☐

2. Liquor license number and class (i.e. C-55441)  
(If you're a nonprofit organization leave blank)

3. Licensee name (last, first,), corporate name or limited liability company (LLC) name  
(As it reads on your liquor license)

NAME: St. Agnes Church

ADDRESS: 2314 3rd Avenue

CITY Scottsbluff ZIP 69361

4. Location where event will be held; name, address, city, county, zip code

BUILDING NAME St. Agnes

ADDRESS: 2314 3rd Avenue CITY Scottsbluff

ZIP 69361 COUNTY and COUNTY # Scotts Bluff County 71

a. Is this location within the city/village limits? YES ☒ NO ☐

b. Is this location within the 150' of church, school, hospital or home  
for aged/indigent or for veterans and/or wives? YES ☒ NO ☐

c. Is this location within 300' of any university or college campus? YES ☐ NO ☒

FORM 108  
REV 5/12  
Page 2 of 5



5. Date(s) and Time(s) of event (no more than six (6) **consecutive** days on one application)

Date 01/31/14	Date 03/07/14	Date 03/28/14	Date 04/11/14	Date	Date
<b>Hours</b>	<b>Hours</b>	<b>Hours</b>	<b>Hours</b>	<b>Hours</b>	<b>Hours</b>
From 5:00 p.m.	From 5:00 p.m.	From 5:00 p.m.	From 5:00 p.m.	From	From
To 9:00 p.m.	To 9:00 p.m.	To 9:00 p.m.	To 9:00 p.m.	To	To

a. Alternate date: \_\_\_\_\_

b. Alternate location: \_\_\_\_\_  
(Alternate date or location must be specified in local approval)

6. Indicate type of activity to be carried on during event:

- ☐ Dance   
 ☐ Reception   
 ☐ Fund Raiser   
 ☐ Beer Garden   
 ☐ Sampling/Tasting  
☒ Other Fish Fry

7. Description of area to be licensed

Inside building, dimensions of area to be covered **IN FEET** 75 x 50  
(not square feet or acres)

\*Outdoor area dimensions of area to be covered **IN FEET** x

\***SKETCH OF OUTDOOR AREA (or attach copy of sketch)**

If outdoor area, how will premises be enclosed?

☐ Fence; snow fence ☐ chain link ☐ cattle panel ☐ other \_\_\_\_\_

☐ Tent

8. How many attendees do you expect at event? 400

9. If over 150 attendees. Indicate the steps that will be taken to prevent underage persons from obtaining alcohol beverages. (Attach separate sheet if needed)

At least four adults will be supervising the event at all times to ensure that everyone obtaining alcoholic beverages is over 21.

10. Will premises to be covered by license comply with all Nebraska sanitation laws? YES ☒ NO ☐

a. Are there separate toilets for both men and women? YES ☒ NO ☐

11. **Retailer: Will you be purchasing your alcohol from a wholesaler?** YES ☐ NO ☐  
**Non-Profit: Where will you be purchasing your alcohol?**

Wholesaler ☐ Retailer ☐ Both ☒ BYO ☐  
(includes wineries)

12. Will there be any games of chance operating during the event? YES ☐ NO ☒

If so, describe activity \_\_\_\_\_

**NOTE:** Only games of chance approved by the Department of Revenue, Charitable Gaming Division are permitted. All other forms of gambling are prohibited by State Law: There are no exceptions for Non Profit Organizations or any events raising funds for a charity. This is only an application for a Special Designated License under the Liquor Control Act and is not a gambling permit application.

13. Any other information or requests for exemptions: N/A

14. Name and **telephone number/cell phone number** of immediate **supervisor**. This person will be at the location of the event when it occurs, able to answer any questions from Commission and/or law enforcement before and during the event, and who will be responsible for ensuring that any applicable laws, ordinances, rules and regulations are adhered to. **PLEASE PRINT LEGIBLY**

Print name of Event Supervisor Howard P. Olsen, Jr.

Signature of Event Supervisor 

Phone of Event Supervisor: Before 308-631-3825 During 308-631-3825

Consent of Authorized Representative/Applicant

15. I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

sign  
here

  
Authorized Representative/Applicant

Pastor  
Title

12/4/13  
Date

Father Vincent L. Parsons

Print Name

This individual must be listed on the application as an officer or stockholder unless a letter has been filed appointing an individual as the catering manager allowing them to sign all SDL applications.

The law requires that no special designated license provided for by this section shall be issued by the Commission without the approval of the local governing body. For the purposes of this section, the local governing body shall be the city or village within which the particular place for which the special designated license is requested is located, or if such place is not within the corporate limits of a city or village, then the local governing body shall be the county within which the place for which the special designated license is requested is located.

FORM 108  
REV 5/12  
Page 4 of 5



**This page is required to be completed by Non Profit applicants only.**

**Application for Special Designated License  
Under Nebraska Liquor Control Act  
Affidavit of Non-Profit Status**

I HEREBY DECLARE THAT THE CORPORATION MAKING APPLICATION FOR A SPECIAL DESIGNATED LICENSE UNDER THE NEBRASKA LIQUOR CONTROL ACT IS EITHER A MUNICIPAL CORPORATION, A FINE ARTS MUSEUM INCORPORATED AS A NONPROFIT CORPORATION, A RELIGIOUS NONPROFIT CORPORATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, A POLITICAL ORGANIZATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, OR ANY OTHER NONPROFIT CORPORATION, THE PURPOSE OF WHICH IS FRATERNAL, CHARITABLE, OR PUBLIC SERVICE AND WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES AS PER §53-124.11(1).

AS SIGNATORY I CONSENT TO THE RELEASE OF ANY DOCUMENTS SUPPORTING THIS DECLARATION AND ANY DOCUMENTS SUPPORTING THIS DECLARATION WILL BE PROVIDED TO THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY AGENT OF THE LIQUOR CONTROL COMMISSION IMMEDIATELY UPON DEMAND. I ALSO CONSENT TO THE INVESTIGATION OF THIS CORPORATE ENTITY TO DETERMINE IT'S NONPROFIT STATUS.

I AGREE TO WAIVE ANY RIGHTS OR CAUSES OF ACTION AGAINST THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY PARTY RELEASING INFORMATION TO THE AFOREMENTIONED PARTIES.

St. Agnes Catholic Church

NAME OF CORPORATION

999998072

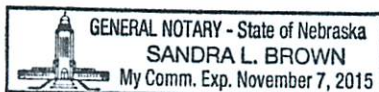
FEDERAL ID NUMBER

  
SIGNATURE OF TITLE OF CORPORATE OFFICERS

THE ABOVE INDIVIDUAL STATES THAT THE STATEMENT ABOVE IS TRUE AND CORRECT: IF ANY FALSE STATEMENT IS MADE ON THIS APPLICATION, THE APPLICANT SHALL BE DEEMED GUILTY OF PERJURY AND SUBJECT TO PENALTIES PROVIDED BY LAW. (SEC. §53-131.01) NEBRASKA LIQUOR CONTROL ACT

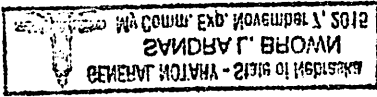
SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 4th DAY OF

DEC. 2013



  
NOTARY PUBLIC SIGNATURE & SEAL

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REV 5/12  
Page 5 of 5



*[Handwritten signature]*

*[Handwritten initials]*

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*[Handwritten signature]*

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**MEMORANDUM**

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**TO:** Rick Kuckkahn, City Manager

**FROM:** Kevin Spencer, Chief of Police

**CC:** Cindy Dickinson, City Clerk

**DATE:** December 6, 2013

**RE:** Request for a Special Designated License (SDL) – St. Agnes 2314 3<sup>rd</sup>  
Avenue Scottsbluff, NE. Fish Fry

---

In regards to the St. Agnes Church application for four Special Designated Licenses (SDL) for the following dates; January 31, 2014, March 7<sup>th</sup>, 2014, March 28<sup>th</sup>, 2014 and April 11<sup>th</sup> 2014, all events being “Fish Fry.” There will be sufficient law enforcement officers on duty to handle regular patrol duties in the city and to respond to St. Agnes in the event of a problem. As always, we would insist that management have adequate staff on hand to closely monitor the event and take steps to ensure minors do not drink.

The police department does not object to the issuance of the Special Designated License.

Kevin Spencer  
Chief of Police

# **City of Scottsbluff, Nebraska**

**Monday, December 16, 2013**

**Regular Meeting**

## **Item Public Inp2**

**Council to consider issuance of a 2 special arts-related event wine permits for the West Nebraska Arts Center, 106 E. 18th Street and special designated liquor licenses to serve wine at 2 art receptions on January 3, 2014 from 4:00 p.m. to 8:00 p.m. and January 18, 2014 from 6:00 p.m. to 11:00 p.m.**

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

**MEMORANDUM**

---

**TO:** Rick Kuckkahn, City Manager

**FROM:** Kevin Spencer, Chief of Police

**CC:** Cindy Dickinson, City Clerk

**DATE:** December 6, 2013

**RE:** Request for a Special Designated License (SDL) – St. Agnes 2314 3<sup>rd</sup>  
Avenue Scottsbluff, NE. Fish Fry

---

In regards to the St. Agnes Church application for four Special Designated Licenses (SDL) for the following dates; January 31, 2014, March 7<sup>th</sup>, 2014, March 28<sup>th</sup>, 2014 and April 11<sup>th</sup> 2014, all events being “Fish Fry.” There will be sufficient law enforcement officers on duty to handle regular patrol duties in the city and to respond to St. Agnes in the event of a problem. As always, we would insist that management have adequate staff on hand to closely monitor the event and take steps to ensure minors do not drink.

The police department does not object to the issuance of the Special Designated License.

Kevin Spencer  
Chief of Police

CITY OF SCOTTSBLUFF

SPECIAL ARTS-RELATED EVENT WINE PERMIT APPLICATION

Date of Event FRIDAY, JAN. 3, 2014 Starting Time 4:00 P.M. Termination Time 8:00 P.M.

Organization Name WEST NEBRASKA ARTS CENTER

Address/Phone 106 EAST 18<sup>th</sup> STREET, SCOTTSBLUFF, NE 632-2226

Authorized Head of Organization - Name MASON BURBACH

Address/Phone 106 EAST 18<sup>th</sup> STREET 308. 632. 2226

Description of Event: GALLERY OPENING RECEPTION FOR  
GRACE BLOWERS EXHIBIT

Estimated Attendance: 100

Event Chairman(s) Name(s) MASON BURBACH

Address/Phone 106 EAST 18<sup>th</sup> ST. 632-2226

The undersigned acknowledges reading a copy of the applicable ordinances and agrees to comply thereby:

Signed: Mason Burbach Address: 106 E. 18<sup>th</sup> STREET

Phone: 308-632-2226 Date of Application 12-5-13

REMARKS: THANK YOU!

===== PERMIT =====

This permit authorizes the consumption of wine on the described premise by individuals who are of the drinking age. Other restrictions are as follows:

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

Approved by Mayor and City Council on \_\_\_\_\_

CITY CLERK

DATE: \_\_\_\_\_

cc: Police Chief



APPLICATION FOR SPECIAL  
DESIGNATED LICENSE

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: www.lcc.ne.gov/

DO YOU NEED POSTERS? YES ☒ NO ☐

RETAIL LICENSE HOLDERS ☐

NON PROFIT APPLICANTS ☒

Non Profit Status (check one that best applies)

Municipal ☐ Political ☐ Fine Arts ☒ Fraternal ☐ Religious ☐ Charitable ☐ Public Service ☐

COMPLETE ALL QUESTIONS

1. Type of alcohol to be served and/or consumed: Beer ☐ Wine ☒ Distilled Spirits ☐

2. Liquor license number and class (i.e. C-55441)  
(If you're a nonprofit organization leave blank)

3. Licensee name (last, first,), corporate name or limited liability company (LLC) name  
(As it reads on your liquor license)

NAME: WEST NEBRASKA ARTS CENTER

ADDRESS: 106 E. 18<sup>TH</sup> STREET

CITY SCOTTSBLUFF ZIP 69361

4. Location where event will be held; name, address, city, county, zip code

BUILDING NAME WEST NEBRASKA ARTS CENTER

ADDRESS: 106 E. 18<sup>TH</sup> ST. CITY SCOTTSBLUFF

ZIP 69361 COUNTY and COUNTY # 21, SCOTTS BLUFF

a. Is this location within the city/village limits? YES ☒ NO ☐

b. Is this location within the 150' of church, school, hospital or home  
for aged/indigent or for veterans and/or wives? YES ☐ NO ☒

c. Is this location within 300' of any university or college campus? YES ☐ NO ☒

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REV 5/12  
Page 2 of 5

5. Date(s) and Time(s) of event (no more than six (6) consecutive days on one application)

Date <u>1-3-14</u>	Date _____	Date _____	Date _____	Date _____	Date _____
Hours From <u>4:00 P.M.</u>	Hours From _____	Hours From _____	Hours From _____	Hours From _____	Hours From _____
To <u>8:00 P.M.</u>	To _____	To _____	To _____	To _____	To _____

a. Alternate date: NONE

b. Alternate location: NONE  
(Alternate date or location must be specified in local approval)

6. Indicate type of activity to be carried on during event:

☐ Dance ☒ Reception ☐ Fund Raiser ☐ Beer Garden ☐ Sampling/Tasting  
☐ Other \_\_\_\_\_

7. Description of area to be licensed

Inside building, dimensions of area to be covered IN FEET 73.5 x 33  
(not square feet or acres)

\*Outdoor area dimensions of area to be covered IN FEET \_\_\_\_\_ x \_\_\_\_\_

\*SKETCH OF OUTDOOR AREA (or attach copy of sketch)

If outdoor area, how will premises be enclosed?

☐ Fence; snow fence ☐ chain link ☐ cattle panel ☐ other \_\_\_\_\_  
☐ Tent

8. How many attendees do you expect at event? 100

9. If over 150 attendees. Indicate the steps that will be taken to prevent underage persons from obtaining alcohol beverages. (Attach separate sheet if needed)

10. Will premises to be covered by license comply with all Nebraska sanitation laws? YES ☒ NO ☐

a. Are there separate toilets for both men and women? YES ☒ NO ☐

11. Retailer: Will you be purchasing your alcohol from a wholesaler? YES ☐ NO ☒  
Non-Profit: Where will you be purchasing your alcohol? — WINE IS DONATED BY  
MEMBERS OF OUR  
Wholesaler ☐ Retailer ☒ Both ☐ BYO ☐ BOARD OF DIRECTORS  
(includes wineries)
12. Will there be any games of chance operating during the event? YES ☐ NO ☒

If so, describe activity \_\_\_\_\_

NOTE: Only games of chance approved by the Department of Revenue, Charitable Gaming Division are permitted. All other forms of gambling are prohibited by State Law: There are no exceptions for Non Profit Organizations or any events raising funds for a charity. This is only an application for a Special Designated License under the Liquor Control Act and is not a gambling permit application.

13. Any other information or requests for exemptions: \_\_\_\_\_

14. Name and telephone number/cell phone number of immediate supervisor. This person will be at the location of the event when it occurs, able to answer any questions from Commission and/or law enforcement before and during the event, and who will be responsible for ensuring that any applicable laws, ordinances, rules and regulations are adhered to. PLEASE PRINT LEGIBLY

Print name of Event Supervisor MASON BURBACH

Signature of Event Supervisor Mason A. Burbach

Phone of Event Supervisor: Before 308-765-0353 During 308-632-2226

Consent of Authorized Representative/Applicant

15. I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

sign here Mason A. Burbach EXECUTIVE DIRECTOR 12-5-13  
Authorized Representative/Applicant Title Date  
MASON BURBACH  
Print Name

This individual must be listed on the application as an officer or stockholder unless a letter has been filed appointing an individual as the catering manager allowing them to sign all SDL applications.

The law requires that no special designated license provided for by this section shall be issued by the Commission without the approval of the local governing body. For the purposes of this section, the local governing body shall be the city or village within which the particular place for which the special designated license is requested is located, or if such place is not within the corporate limits of a city or village, then the local governing body shall be the county within which the place for which the special designated license is requested is located.

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CITY OF SCOTTSBLUFF

SPECIAL ARTS-RELATED EVENT WINE PERMIT APPLICATION

Date of Event SAT., JAN. 18, 2014 Starting Time 6:00 P.M. Termination Time 11:00 P.M.

Organization Name WEST NEBRASKA ARTS CENTER

Address/Phone 106 EAST 18<sup>th</sup> STREET, SCOTTSBLUFF, NE 632-2226

Authorized Head of Organization - Name MASON BURBACH

Address/Phone 106 EAST 18<sup>th</sup> STREET 308. 632. 2226

Description of Event: FUNDRAISER, WINE TASTING

Estimated Attendance: 125

Event Chairman(s) Name(s) MASON BURBACH

Address/Phone 106 EAST 18<sup>th</sup> ST. 632-2226

The undersigned acknowledges reading a copy of the applicable ordinances and agrees to comply thereby:

Signed: Mason Burbach Address: 106 E. 18<sup>th</sup> ST.

Phone: 632-2226 Date of Application 12-5-13

REMARKS: THANK YOU!

===== PERMIT =====

This permit authorizes the consumption of wine on the described premise by individuals who are of the drinking age. Other restrictions are as follows:

Approved by Mayor and City Council on \_\_\_\_\_

CITY CLERK

DATE: \_\_\_\_\_

cc: Police Chief

APPLICATION FOR SPECIAL  
DESIGNATED LICENSE

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: www.lcc.ne.gov/

DO YOU NEED POSTERS? YES ☒ NO ☐

RETAIL LICENSE HOLDERS ☐

NON PROFIT APPLICANTS ☒

Non Profit Status (check one that best applies)

Municipal ☐ Political ☐ Fine Arts ☒ Fraternal ☐ Religious ☐ Charitable ☐ Public Service ☐

COMPLETE ALL QUESTIONS

1. Type of alcohol to be served and/or consumed: Beer ☐ Wine ☒ Distilled Spirits ☐

2. Liquor license number and class (i.e. C-55441)  
(If you're a nonprofit organization leave blank)

3. Licensee name (last, first,), corporate name or limited liability company (LLC) name  
(As it reads on your liquor license)

NAME: WEST NEBRASKA ARTS CENTER

ADDRESS: 106 E. 18TH ST.

CITY SCOTTSBLUFF

ZIP 69361

4. Location where event will be held; name, address, city, county, zip code

BUILDING NAME WEST NEBRASKA ARTS CENTER

ADDRESS: 106 E. 18TH ST. CITY SCOTTSBLUFF

ZIP 69361 COUNTY and COUNTY # 21, SCOTTS BLUFF

a. Is this location within the city/village limits? YES ☒ NO ☐

b. Is this location within the 150' of church, school, hospital or home  
for aged/indigent or for veterans and/or wives? YES ☐ NO ☒

c. Is this location within 300' of any university or college campus? YES ☐ NO ☒

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REV 5/12  
Page 2 of 5

5. Date(s) and Time(s) of event (no more than six (6) consecutive days on one application)

Date <u>1-18-14</u>	Date _____	Date _____	Date _____	Date _____	Date _____
Hours From <u>6:00 P.M.</u>	Hours From _____	Hours From _____	Hours From _____	Hours From _____	Hours From _____
To <u>11:00 P.M.</u>	To _____	To _____	To _____	To _____	To _____

a. Alternate date: NONE

b. Alternate location: NONE  
(Alternate date or location must be specified in local approval)

6. Indicate type of activity to be carried on during event:

☐ Dance    ☐ Reception    ☒ Fund Raiser    ☐ Beer Garden    ☐ Sampling/Tasting  
☐ Other \_\_\_\_\_

7. Description of area to be licensed

Inside building, dimensions of area to be covered IN FEET 73.5 x 33  
(not square feet or acres)

\*Outdoor area dimensions of area to be covered IN FEET \_\_\_\_\_ x \_\_\_\_\_

\*SKETCH OF OUTDOOR AREA (or attach copy of sketch)

If outdoor area, how will premises be enclosed?

☐ Fence; snow fence ☐ chain link ☐ cattle panel ☐ other \_\_\_\_\_

☐ Tent

8. How many attendees do you expect at event? 125

9. If over 150 attendees. Indicate the steps that will be taken to prevent underage persons from obtaining alcohol beverages. (Attach separate sheet if needed)

\_\_\_\_\_

10. Will premises to be covered by license comply with all Nebraska sanitation laws? YES ☒ NO ☐

a. Are there separate toilets for both men and women? YES ☒ NO ☐

11. Retailer: Will you be purchasing your alcohol from a wholesaler? YES ☐ NO ☒  
Non-Profit: Where will you be purchasing your alcohol?

Wholesaler ☐ Retailer ☒ Both ☐ BYO ☐  
(includes wineries)

12. Will there be any games of chance operating during the event? YES ☐ NO ☒

If so, describe activity \_\_\_\_\_

NOTE: Only games of chance approved by the Department of Revenue, Charitable Gaming Division are permitted. All other forms of gambling are prohibited by State Law: There are no exceptions for Non Profit Organizations or any events raising funds for a charity. This is only an application for a Special Designated License under the Liquor Control Act and is not a gambling permit application.

13. Any other information or requests for exemptions: \_\_\_\_\_

14. Name and telephone number/cell phone number of immediate supervisor. This person will be at the location of the event when it occurs, able to answer any questions from Commission and/or law enforcement before and during the event, and who will be responsible for ensuring that any applicable laws, ordinances, rules and regulations are adhered to. PLEASE PRINT LEGIBLY

Print name of Event Supervisor MASON BURBACH

Signature of Event Supervisor Mason A. Burbach

Phone of Event Supervisor: Before 308-765-0353 During 308-632-2226

Consent of Authorized Representative/Applicant

15. I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

sign here Mason A. Burbach  
Authorized Representative/Applicant

EXECUTIVE DIRECTOR 12-5-13  
Title Date

MASON BURBACH  
Print Name

This individual must be listed on the application as an officer or stockholder unless a letter has been filed appointing an individual as the catering manager allowing them to sign all SDL applications.

The law requires that no special designated license provided for by this section shall be issued by the Commission without the approval of the local governing body. For the purposes of this section, the local governing body shall be the city or village within which the particular place for which the special designated license is requested is located, or if such place is not within the corporate limits of a city or village, then the local governing body shall be the county within which the place for which the special designated license is requested is located.

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REV 5/12  
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# **City of Scottsbluff, Nebraska**

**Monday, December 16, 2013**

**Regular Meeting**

## **Item Reports1**

**Council to discuss roles and expectations of Council appointments to boards and commissions.**

**Staff Contact: Howard Olsen, City Attorney**



# **City of Scottsbluff, Nebraska**

**Monday, December 16, 2013**

**Regular Meeting**

## **Item Reports2**

**Council to consider Council appointments to the following Boards,  
replacing Mike Deibert:**

*Twin Cities Development*

*Technical Advisory Committee*

*Public Alliance for Community Energy (PACE)*

*Senior Center*

Staff Contact: Rick Kuckkahn, City Manager

# **City of Scottsbluff, Nebraska**

**Monday, December 16, 2013**

**Regular Meeting**

## **Item Reports3**

**Council to authorize the Mayor to sign the contract with Copier Connection for the maintenance of the Development Services Copy Machine.**

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

COPIER CONNECTION INC.  
1916 Broadway  
Scottsbluff Nebraska 69361

SAVIN COPIER FULL SERVICE CONTRACT  
TONER INCLUSIVE

Purchased By: City of Scottsbluff  
Community Development  
2525 Circle Dr  
Scottsbluff NE 69361-2495

This contract will be for one year.

Contract purchased date: September 1 2013

One each Savin copier model # C2824

Beginning meter reading, black

198,650

Copier Connection Inc. will perform all required maintenance on the copier described above as required through normal and customary usage of said copier including the following:  
All service checks, replacement of damaged or worn parts, including the photosensitive drum, and all intervening service calls. Included under the terms of the contract are all charges for service labor. Service is to be performed between the hours of 8:00 A.M. and 5:00 P.M. Monday thru Friday, excluding holidays.

This contract shall be limited to parts, labor and toner as a result of customary and normal use of said copier. Specifically excluded from coverage under this agreement are the following:  
Damage to the said copier due to negligence, accidents or misuse by purchaser, its employees or its agents, damage as a result of any crime or vandalism, damage due to the effects of fire, damage as a result of natural forces, and damage caused from the use of toner and paper that does not meet Savin specifications. Purchaser is responsible for providing adequate space and electrical wiring for the machine.

This contract does include Black and Color Toner.

This contract may be terminated by either party with 30 days prior written notice. The charges for this contract are as follows:

\$564.00 per year (\$141.00 per quarter) plus \$.015 per copy over 56,400 black copies per year.

Color copies are to be billed at \$.069 per copy monthly.

Signed and agreed this \_\_\_\_\_ Day of \_\_\_\_\_, 2013.

Title \_\_\_\_\_

Purchaser Firm Name \_\_\_\_\_

  
Service Manager

Copier Connection Inc.

Please return signed contract.

# **City of Scottsbluff, Nebraska**

**Monday, December 16, 2013**

**Regular Meeting**

## **Item Reports4**

**Council to receive an update on projects listed on the City's web site.**

**Staff Contact: Nathan Johnson, Assistant City Manager**

# **City of Scottsbluff, Nebraska**

**Monday, December 16, 2013**

**Regular Meeting**

## **Item Reports5**

**Council to consider the amended Interlocal agreement with the City of Alliance naming Perry Mader the “Responsible Charge” for their downtown Historic Lighting Federal Aid Project.**

**Staff Contact: Perry Mader, Park and Rec Director**

## DISCLAIMER & INSTRUCTIONS FOR USE OF THE FOLLOWING AGREEMENT

Nebraska Department of Roads (NDOR) has reviewed this agreement only for compliance with NDOR's understanding of FHWA's present position about the requirements of 23 CFR §635.105, particularly subsection (c). No effort has been made by NDOR to require or comment on the draft of any other necessary provisions or to analyze the legal effect of this agreement on any other issue for the Receiving Local Public Agency (LPA), the Loaning Public entity, the Responsible Charge or any other person or entity related to any issues that may arise out of a transaction as set forth in this agreement, such as employment implications, legal liability, tort liability, workers' compensation, etc. NDOR expects that entities seeking to use this agreement will undertake a thorough review of all issues related to this transaction, seek legal advice, draft appropriate language and make its own determination of the legality, the merits of this agreement, or the ability of each party to fulfill the obligations provided in the agreement. The project may be determined to be ineligible for Federal funding if all mandatory requirements are not properly set out in the agreement, the agreement does not conform to Federal or State law or the NDOR Local Public Agency Project Manual, or if the agreement is not reasonably enforced by the parties.

It is also expected that additional provisions may be included by the parties to this agreement to provide the other terms necessary to fully define the legal relationship created by this agreement. Any changes, additions, deletions, limitations, restrictions or modifications of the language of the following sections shall be approved in writing by NDOR prior to being signed by the parties:

DEFINITIONS

DUTIES OF ASSISTING PUBLIC ENTITY

DUTIES OF RECEIVING LPA

NDOR THIRD PARTY RIGHTS

The INSURANCE section was drafted with the assistance of Nebraska Association of County Officials (NACO) and/or The League of Nebraska Municipalities and it is strongly recommended that insurance of these types and limits be considered to be the minimum insurance necessary for the parties under this agreement.

*NOTE: The document must be accompanied by a resolution from the governing body which authorizes the person to sign on behalf of Assisting Public Entity.*

*NOTE: This document must be accompanied by a resolution from the governing body which authorizes the person to sign on behalf of the Receiving LPA.*

NDOR Project Number: ENH-6257 (2)  
NDOR Control Number: CN 51453  
NDOR Project Name: Box Butte Avenue Historic Lighting  
Name of Responsible Charge Person: Perry Mader

## **NEBRASKA LOCAL PUBLIC AGENCY INTERLOCAL COOPERATION ACT AGREEMENT**

### **PARTIES**

THIS AGREEMENT ("Agreement") is entered into by City of Alliance, the Receiving LPA and City of Scottsbluff, the Assisting Public Entity. The County, Municipality or other public entity undertaking the Federal-aid highway project will be referred to herein as the Receiving LPA. The public entity providing the services of an employee to act as a Responsible Charge (RC) will herein be referred to as Assisting Public Entity.

### **PURPOSE**

This Agreement is entered into pursuant to Neb. Rev. Stat. § 13-801 et. seq., and shall be considered an interlocal agreement to the extent allowable for the purposes of Neb. Rev. Stat. § 13-501 et seq., and Neb. Rev. Stat. § 77-3401 et seq. The purpose of this Agreement is to provide the terms for the Assisting Public Entity to provide the services of its employee to act as the RC for a Federally funded (through FHWA) transportation project of the Receiving LPA.

### **RECITALS**

WHEREAS, Receiving LPA intends to complete the design and construction of a county road, city street or other Federal-aid transportation improvement project identified as NDOR Project Number ENH-6257(2), NDOR Control Number 51453, Box Butte Avenue Historic Lighting, for which Receiving LPA intends to be fully eligible to receive Federal-aid highway transportation project funds.

WHEREAS, Receiving LPA cannot provide a full-time public employee to carry out the responsibilities for its Federal-aid transportation project.

WHEREAS, Assisting Public Entity has a full-time public employee on staff who has successfully completed required training to serve as a RC for a Federal-aid transportation project. According to the terms of this Agreement, Assisting Public Entity is willing to provide the services of this employee to Receiving LPA to be in day-to-day responsible charge of all aspects of Receiving LPA's project so that the project remains eligible for Federal-aid transportation project funding.

WHEREAS, the parties understand that Receiving LPA must comply with all terms of 23 C.F.R. § 635.105(c) in order for this Federal-aid transportation project to be eligible for Federal funding. The parties intend for Receiving LPA to comply with these requirements by using Assisting Public Entity's employee who will be in responsible charge of the Federal-aid

transportation project and will ensure that, at a minimum, (1) the project receive independent and careful development, supervision and inspection, (2) the project is constructed in compliance with the plans and specifications, (3) the project, from planning through construction activities, including all environmental commitments are carried out according to applicable requirements and remain eligible for Federal funding, and (4) decisions made and actions taken for the project have adequate supporting documentation filed in an organized fashion.

THEREFORE, in consideration of the mutual promises set out herein, the parties agree as follows:

## DEFINITIONS

For purposes of this Agreement, the following definitions will apply:

**Fully qualified** means a person who has satisfactorily completed all applicable NDOR training courses and who has met the other requirements necessary to be included on the NDOR list of LPA RCs.

**Full-time public employee** means a public employee who meets all the requirements and is afforded all the benefits of full-time employees as that phrase is applied to other employees of the employing public entity. A person is not a full-time public employee if that person provides outside private consulting services, or is employed by any private entity, unless that person can prove to NDOR in advance, that employee's non-public employment is in a field unrelated to any aspect of the project for which Federal aid is sought.

**Public employee** means a person who is employed solely by a county, a municipality, a political subdivision; a Native American tribe; a school district; another entity that is either designated by statute as public or quasi-public; or an entity included on a list of entities determined by the Nebraska Department of Roads, and approved by FHWA, as fulfilling public or quasi-public functions.

**Responsible Charge** means the public employee who is fully empowered by LPA and has actual day-to-day working knowledge and responsibility for all decisions related to all aspects of the Federal-aid project, including all environmental commitments. RC is the day-to-day project manager, and the LPA's point-of-contact for the project. Responsible charge does not mean merely delegating the various tasks; it means active day-to-day involvement in identifying issues, investigating options, working directly with stakeholders, making decisions, and actively monitoring project construction. It is understood that RC may elect to use consultants to provide certain technical tasks associated with the project so long as RC actively manages and represents the owner's interests in those technical tasks.

## DUTIES OF ASSISTING PUBLIC ENTITY

The Assisting Public Entity hereby agrees to provide Perry Mader to serve as the RC for Receiving LPA's Federal-aid transportation project identified as NDOR Project Number ENH-6257(2), NDOR Control Number 51453, *Box Butte Avenue Historic Lighting*, Assisting Public Entity pledges and agrees that:

- 1) This person is a **full-time public employee** of Assisting Public Entity.
- 2) This person is fully qualified and has successfully completed required training to serve as a RC.



- 3) It must require the RC to attend and complete following activities: participation in an annual workshop, which will be based on recommendations of the QA/QC program. Attendance at this workshop will fulfill the requirement for a minimum of 8 hours of professional development hours annually.
- 4) It has authorized this person to be in day-to-day **responsible charge** of Receiving LPA's Federal-aid project and to spend all time reasonably necessary to properly discharge all duties associated with the project, including ensuring the project is in compliance with the LPA Guidelines Manual for Federal-aid Projects, and applicable State and Federal laws, regulations and policies in order to remain eligible for Federal-aid highway project funding.
- 5) It will not assign other duties to this person that would affect his or her ability to properly carry out the duties set out in this Agreement.
- 6) It will support the activities of this person to ensure that Receiving LPA's project is in compliance with the LPA Guidelines Manual for Federal-aid Projects, and applicable State and Federal laws, regulations and policies in order to remain eligible for Federal-aid highway project funding.
- 7) It will take any action necessary to make sure that Receiving LPA and the State of Nebraska Department of Roads, meet their respective obligations set out in 23 C.F.R. § 635.105.

#### **DUTIES OF RECEIVING LPA**

The Receiving LPA pledges and agrees that it:

- 1) Will reimburse Assisting Public Entity for the services of the RC in accordance with the terms of this Agreement.
- 2) Will provide necessary office space, materials and administrative support for the RC.
- 3) Will fully cooperate with, support and not unreasonably interfere with the day-to-day control of the RC concerning the acts necessary for making the project eligible for Federal funding.
- 4) Will take all necessary actions to comply and assist the RC in complying with all Federal and State requirements and policies applicable to Federal-aid transportation projects, including, but not limited to, all applicable requirements of 23 C.F.R. § 635.105.
- 5) Will take all necessary actions to ensure that the RCs work on the project would be deemed to meet the same standards that the Nebraska Department of Roads must meet under 23 C.F.R. § 635.105.
- 6) Is ultimately responsible for complying with all Federal and State requirements and policies applicable to Federal-aid highway projects. This includes meeting all post-construction environmental commitments. Receiving LPA understands that non-compliance with the LPA Guidelines Manual for Federal-aid Projects, and applicable State and Federal laws, regulations and policies may result in the loss of all Federal funding for the project. In the event that the acts or omissions of RC, Receiving LPA, or its agents or representatives, result in a finding that a project fails to comply with the LPA Guidelines Manual for Federal-aid Projects, and applicable State and Federal laws, regulations and policies, LPA will be required to repay NDOR some or all previously paid Federal funds and any costs or expenses NDOR has incurred for the project.

## NDOR THIRD PARTY RIGHTS

The NDOR is not a signatory to this Agreement and is not assigned specific duties under this Agreement, however the NDOR may exercise the rights of a third party beneficiary to this contract, in the event of a default, or if it determines, in its sole discretion, that it would be in the best interest of the State to exercise its rights.

## PAYMENT

In order to serve as RC, Receiving LPA shall pay to Assisting Public Entity the amount of 60 hrs X \$59.24 = \$3,554.40. The Receiving LPA and RC's obligation herein is limited to 60 total hours of service, including travel time. Both parties agree that once the RC has provided 60 hours of service to Receiving LPA this Agreement will automatically terminate. Unless mutually agreed otherwise, the Assisting Public Entity shall bill the Receiving LPA for all time and expenses not later than 45 days following the period of service by the RC.

## INSURANCE

Assisting Public Entity and Receiving LPA shall each bear the risk of its own actions, as it does with its day-to-day operations.

The RC shall not begin work under this Agreement until it has shown proof that the Assisting Public Entity has in effect all insurance coverage required under this section.

- A. Workers' Compensation and Employers Liability Insurance  
The minimum acceptable limits shall be the statutory limits as required by the State of Nebraska for Coverage A, Workers' Compensation and \$500,000 each accident for Coverage B, Employers Liability.
- B. Commercial General Liability Insurance  
The minimum acceptable limits of liability shall be \$1,000,000 each occurrence. If the coverage contains a general aggregate, such limit shall not be less than \$2,000,000. The Receiving LPA is to be included as an additional insured on the insurance coverage required under this section.
- C. Automobile Liability Insurance  
The minimum acceptable limit of liability shall be \$1,000,000 Combined Single Limit for each accident. The Receiving LPA is to be included as an additional insured on the insurance coverage required under this section.
- D. Professional Liability Insurance  
Coverage shall be for wrongful acts, errors or omissions. The minimum acceptable limits of liability shall be \$1,000,000 each occurrence. If the coverage contains a general aggregate, such limit shall not be less than \$2,000,000.

E. Certificate of Insurance

The Assisting Public Entity shall furnish the Receiving LPA with a certificate(s) of insurance evidencing the coverages required in this section. If the certificate(s) is shown to expire prior to completion of all the terms of this Agreement, the Assisting Public Entity shall furnish a certificate(s) of insurance evidencing renewal of its coverage to the Receiving LPA.

### **INDEMNIFICATION**

Each party hereto agrees to indemnify and hold harmless the other parties from and against all losses, liability, expenses, damages and claims, including attorney's fees, arising out of or resulting from the indemnifying party's acts or omissions in performing under this Agreement, except to the extent caused by negligent or willful act or omission of the other party. Each party agrees to provide liability insurance to indemnify itself in the event that it becomes liable for the payment of a judgment based upon its acts or omissions, or the acts or omissions of its agents or employees in performing this Agreement.

### **TERM AND DURATION**

This Agreement shall become effective as to each party on the date such party executes the Agreement and shall continue in force and remain binding until said party terminates the Agreement. This Agreement shall remain effective until the RC has provided 60 hours of services to the Receiving LPA or March 1, 2014, whichever should occur first, at which time the Receiving LPA agrees it will release the Assisting Public Entity and RC, engage another fully qualified RC and this Agreement will automatically terminate.

## TERMINATION

With 30 days written notice, either party may terminate this Agreement. A new fully-qualified RC must be assigned to the project by the Receiving LPA prior to termination of this Agreement, or the project may be found to be ineligible for Federal funds.

NOW THEREFORE, in consideration of the covenants and obligations contained herein, the Assisting Public Entity and the Receiving LPA duly execute this NEBRASKA LOCAL PUBLIC AGENCY INTERLOCAL COOPERATION ACT AGREEMENT.

\_\_\_\_\_  
City of Scottsbluff, Assisting Public Entity

\_\_\_\_\_  
Print name of Mayor/Randy Meininger of Assisting Public Entity

\_\_\_\_\_  
Signature of Mayor/Randy Meininger of Assisting Public Entity

Attest:

\_\_\_\_\_  
*[Cindy Dickinson, City Clerk]*

*[This document must be accompanied by a resolution from the governing body which authorizes the person above to sign on behalf of Assisting Public Entity.]*

\_\_\_\_\_  
City of Alliance

\_\_\_\_\_  
Print name of Mayor/Fred Feldges of Receiving LPA

\_\_\_\_\_  
Signature of Mayor/Fred Feldges of Receiving LPA

Attest:

\_\_\_\_\_  
*[Signature and stamp of City or County Clerk or Corporate Secretary]*

*[This document must be accompanied by a resolution from the governing body which authorizes the person above to sign on behalf of the Receiving LPA.]*

# **City of Scottsbluff, Nebraska**

**Monday, December 16, 2013**

**Regular Meeting**

## **Item Resolut.1**

**Council to consider a Resolution authorizing the City to apply for assistance from the Safe Routes to School Program.**

**Staff Contact: Perry Mader, Park and Rec Director**

RESOLUTION NO. \_\_\_\_\_.

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

WHEREAS, THE CITY OF SCOTTSBLUFF, NEBRASKA, proposed to apply for assistance from the SAFE ROUTES TO SCHOOL PROGRAM for the purpose of improving crosswalk intersections, ADA accessibility, creating/improving sidewalk routes and pathways, and

WHEREAS, the City of Scottsbluff, Nebraska has available the funds to finance the activity until reimbursed by the Safe Routes to School Program, and the financial capability to operate, maintain, and manage the completed project in a safe and attractive manner for public use; and

WHEREAS, the proposed application and supporting documents were made available for public review at a properly announced meeting of the City of Scottsbluff, Nebraska;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SCOTTSBLUFF, NEBRASKA that the City of Scottsbluff, Nebraska applies for assistance from the Safe Routes to School Program for the purpose improving crosswalk intersections, ADA accessibility, creating/improving sidewalk routes and pathways.

Passed and approved this \_\_\_\_\_.

\_\_\_\_\_  
Mayor

ATTEST:

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

## Safe Routes Project Description:

### Westmoor Elementary School Site:

1. ADA ramps to be added to all corners (10 Corners and 6 Tee)
2. ADA ramps added at two main entries into building
3. Raise cross walks two directions at Avenue K and 18<sup>th</sup>
4. Raise cross walks two directions at Avenue K and 16<sup>th</sup>
5. Pathway from north side of 16<sup>th</sup> Street between Avenue M and L, north to Playground (235' x 8' wide)
6. New Bike Racks

### Westmoor Routes:

1. 16<sup>th</sup> Street from Avenue P to Avenue J: Good sidewalks, replace sections of damages driveway and alleys; install ADA ramps at each crossing (6 ramps); and install crosswalk markings and signs.
2. 17<sup>th</sup> Street from Avenue J to Avenue I: Install ADA Ramps at Avenue J (2); remove 4' wide and replace with 5' wide section of sidewalk (60' x 5'); replace alley crossing (20' x 5' x 6" thick). Ramps will be installed at Avenue I under the City pavement project.
3. 17<sup>th</sup> Street from Avenue I to Avenue G: Install new 5' wide sidewalk behind curb (670' x 5' wide; replace driveways as needed (6" thick); Install ADA ramps at Avenue G and H (4 corner and 2 Tee); and install crosswalk markings and signs.
4. Avenue M from 18<sup>th</sup> Street to 20<sup>th</sup> Street: Remove and replace any damage sections of sidewalks; install ADA ramp at 20<sup>th</sup> Street; and improve crosswalk marking and signs.
5. Avenue N from 16<sup>th</sup> Street to Overland Drive: Remove and replace any damage sections of sidewalks; install ADA ramps at 16<sup>th</sup> Street (1 south side); and improve crosswalk marking and signs.
6. Overland Drive from Avenue N to Park Road (connection with proposed pathway): Provide ADA ramps at Overland (2 corner and 2 tee); remove and replace any damage sections of sidewalk, including alleys at 6" thick; install ADA ramps at Avenue O and Park Drive (3 ramps); improve crosswalk markings and signs; and replace existing flashing crosswalk signals at Overland with new system set on timer to operate only during student schedules
7. 18<sup>th</sup> Street from Avenue K to Avenue I and 20<sup>th</sup> Street: From alley on the north side of 18<sup>th</sup> Street west of Avenue K, replace alley crossing; install new 8' wide pathway near alley north into Westmoor Park, proceeding north to 20<sup>th</sup> Street (790' x 8' wide); remove and replace existing sidewalk and driveway adjacent to parking lot to corner of 20<sup>th</sup> Street and Avenue I (260' x 8' wide).

#### Lincoln Heights Elementary School Site:

1. ADA Ramps at all corners, 16 corner ramps.
2. ADA ramps at main front sidewalk to building, 2 Tee ramps

#### Lincoln Heights Routes:

1. Avenue D from 23<sup>rd</sup> Street to 27<sup>th</sup> Street: Remove 4' wide sidewalk and replace with 5' wide sidewalk (1,200 x 5'); install ADA ramps at 24<sup>th</sup>, 25<sup>th</sup> and 26<sup>th</sup> Streets (6 corner ramps); and install crosswalk markings and signs.
2. Avenue D from 22<sup>nd</sup> Street to 20<sup>th</sup> Street: Remove 4' wide sidewalk and replace with 5' wide sidewalk (310 x 5'); install ADA ramps at 21<sup>st</sup>, and 20<sup>th</sup> Streets (3 corner ramps and 1 tee); install crosswalk markings and signs; and replace existing flashing crosswalk signals at 20<sup>th</sup> with new system set on timer to operate only during student schedules.

#### 24<sup>th</sup> Street Pathway:

Description: Create a bike pathway on south (or north) side of 24<sup>th</sup> Street from Avenue I (connection to proposed Pathway) east to Broadway and the Middle School.

1. Remove existing pavement (approximate width of 8'), curb and gutter, and sidewalk. (3,075' x 8' wide)
2. Install new curb and gutter (3,250 L.F.)
3. Install 8' wide pathway, 5' away from new curb (2,750 S.Y.)
4. Install ADA ramps at all intersections with crosswalk markings and signs. (17 ramps)
5. Install crosswalk markings and signs.
6. At Broadway, remove existing flashing lights and install new system set on timer to operate only during student schedules and using new MUTCD standards for stopping traffic back away from crosswalk with new crosswalk signs.



#### Roosevelt Elementary School Site:

1. ADA ramps to be added to all corners (10 Corners and 4 Tee)

#### Roosevelt Routes:

1. 8<sup>th</sup> Ave, Immediately North of Roosevelt School to 18<sup>th</sup> st. ADA Ramps and Crossings and signs at 15<sup>th</sup>, 17<sup>th</sup>, and 18<sup>th</sup> (7 Corners). Replace damaged SW sections and replace 4' wide sections of sidewalk with 5' wide sidewalk (~350' of 4' SW).
2. 18<sup>th</sup> St. 8<sup>th</sup> Ave to 10<sup>th</sup> Avenue. ADA Ramps, Signs and Crossings at 9<sup>th</sup> and 10<sup>th</sup> Avenue. Remove and replace 4' Wide Sidewalk with 5' Wide sidewalk (620' x 5' Wide)
3. 18<sup>th</sup> St. 8<sup>th</sup> Ave to 4<sup>th</sup> Ave, 1200 lf, ADA ramps, at 6<sup>th</sup> and 7<sup>th</sup> avenue, crossings at 5<sup>th</sup> Avenue, Remove and replace broken sidewalk.
4. 9<sup>th</sup> Avenue from Overland to 7<sup>th</sup> St., ADA ramps, signs and crossings at 8<sup>th</sup>, 9<sup>th</sup>, 10<sup>th</sup>, 11<sup>th</sup> (w/ crossing to park), and 12<sup>th</sup> (10 corners, 1 tee) remove and replace damaged sections of sidewalk.
5. 12<sup>th</sup> St, 9<sup>th</sup> Ave. to 15<sup>th</sup> Ave., ADA ramps, signs, and crossings at 10<sup>th</sup>, 11<sup>th</sup>, 12<sup>th</sup>, and 15<sup>th</sup> (6 corners). Remove and replace damaged concrete.
6. 15<sup>th</sup> Avenue, 12<sup>th</sup> St. 9<sup>th</sup> St., Remove and replace damaged concrete, Crossing at 15<sup>th</sup> St. and 9<sup>th</sup> Avenue.

#### Middle School Site:

1. From Broadway and 24<sup>th</sup> Street to 23<sup>rd</sup> Street: Remove existing 6' wide sidewalk at back of curb and install new 8' wide pathway 5' clear of back of curb. (175')
2. From 23<sup>rd</sup> Street From Broadway to Second Avenue: Remove existing 6' wide sidewalk along right-of-way and replace with 8' wide pathway. (680')
3. From Second Avenue and 23<sup>rd</sup> Street to 27<sup>th</sup> Street: Install new 8' wide pathway. (1,480') Leave back of curb sidewalk in place for student drop-off.
4. On Second Avenue at 34<sup>th</sup> and 25<sup>th</sup> Street: Install ADA ramps on all corners (4 corner ramps and 4 tee type ramps)
5. On 23<sup>rd</sup> Street form Second Avenue to Fifth Avenue: Remove and replace sidewalk damaged; improve ADA access across alleys and driveways; install new crosswalk flashing beacon and signs at Fifth Avenue; provide new crosswalks marking at all streets (2 crossings).

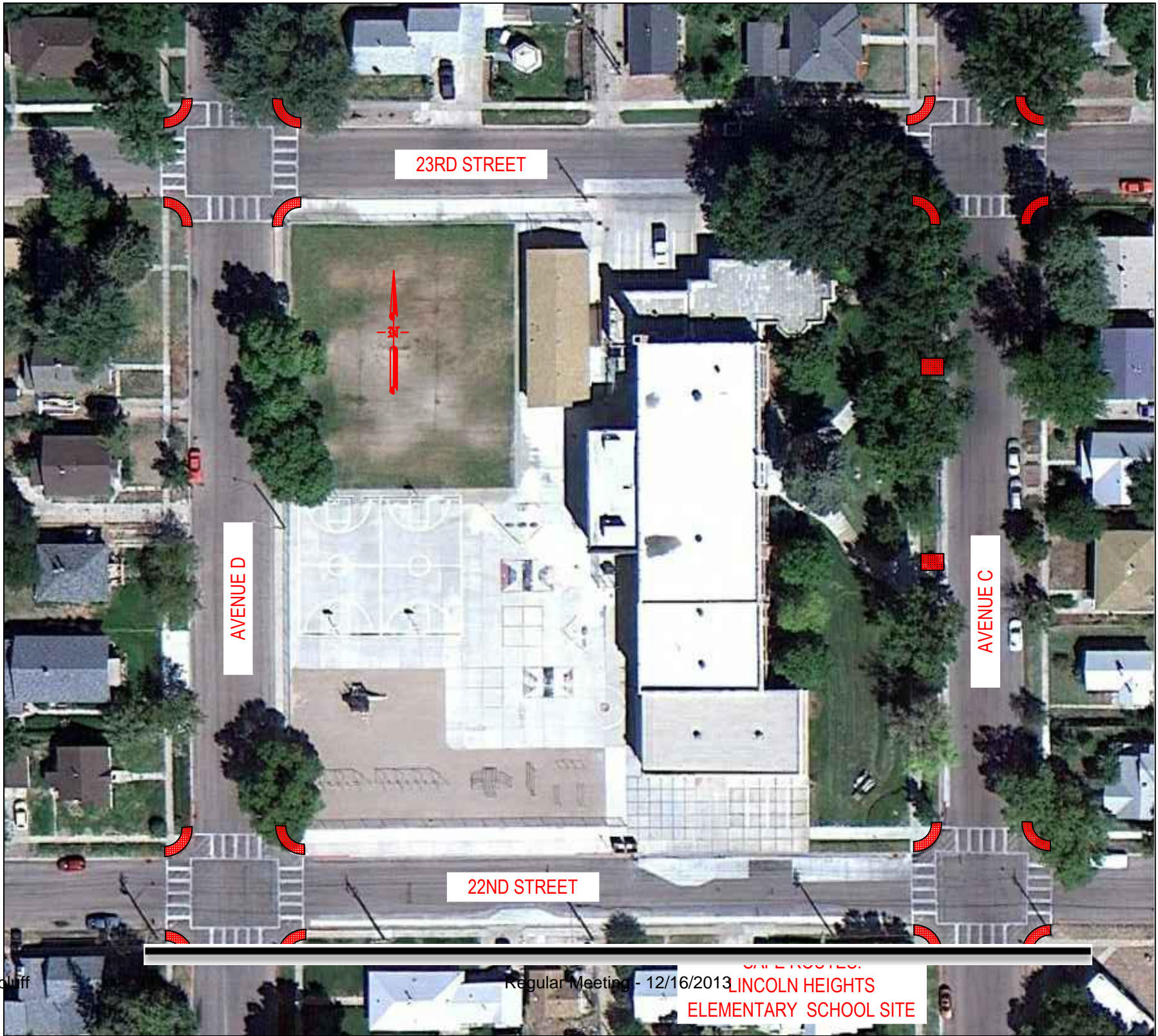
Longfellow Elementary School Site:

1. 21<sup>st</sup> Street: Provide raised crosswalk at 6<sup>th</sup> Avenue; install ADA ramps on north side of 21<sup>st</sup> Street at 6<sup>th</sup> and 7<sup>th</sup> Streets (2 corner ramps); provide crosswalk markings on 7<sup>th</sup> Avenue at 21<sup>st</sup> and 20<sup>th</sup> Streets (2 sets).
2. Fifth Avenue from 23<sup>rd</sup> Street to 21<sup>st</sup> Street: (Fifth Avenue was placed recently with ADA ramps and sidewalk replacement); Install crosswalk markings at 22<sup>nd</sup> Street on the east side.
3. Library Route: Improve pre-signs for intersection of Fifth Avenue and 20<sup>th</sup> Street; there are multiple routes around and through Centennial Park that meet current standards; provide crosswalk markings and signs at Fourth Avenue and 19<sup>th</sup> Street (2 sets).

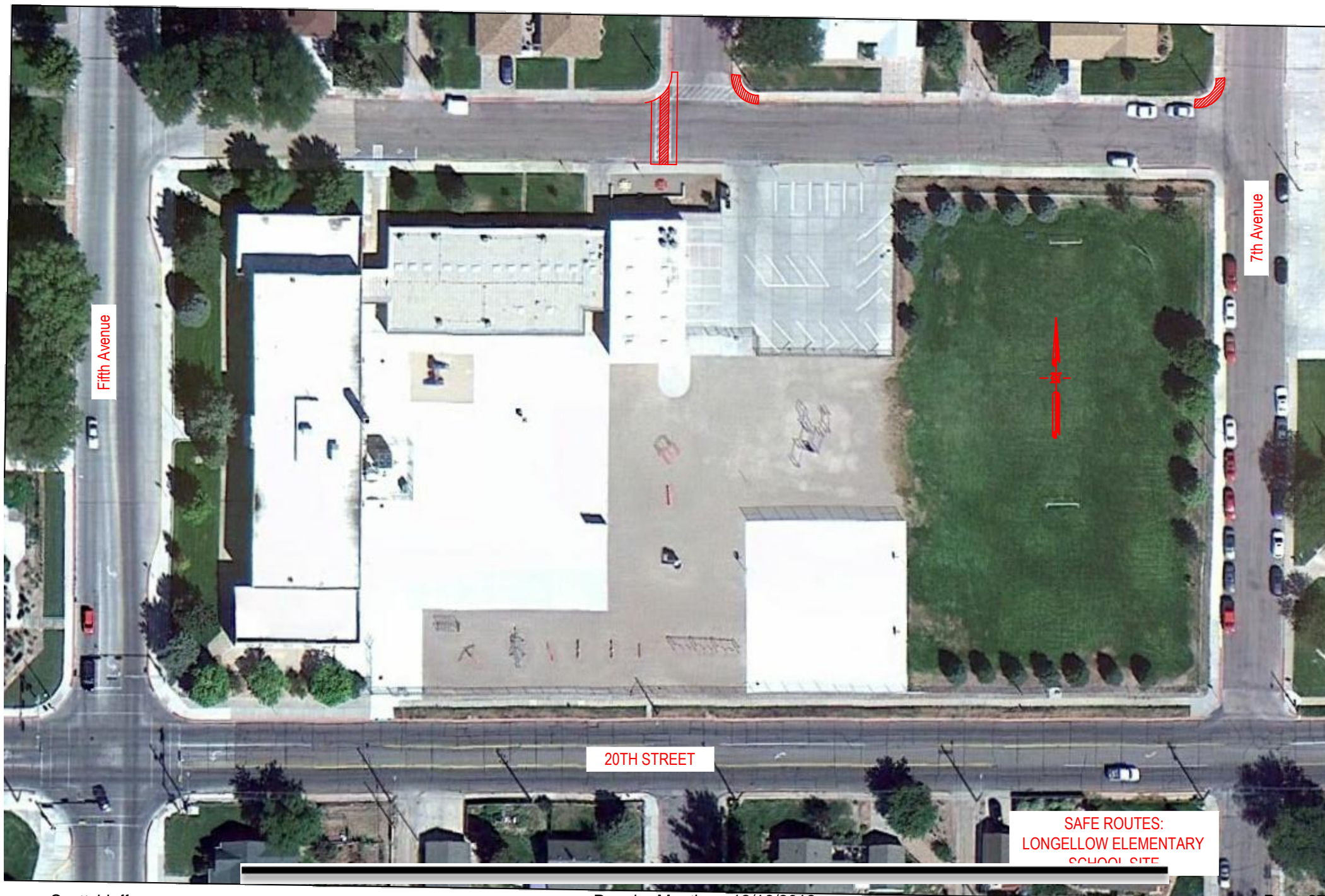
State of Nebraska  
Department of Roads  
**Safe Routes to School Program**  
**Infrastructure Project Request (Intent to Apply Draft Application)**

<b>1.</b>	APPLICANT NAME: CITY OF SCOTTSBLUFF, NE	TYPE OF APPLICANT <i>(Check One)</i> : <input type="checkbox"/> Village <input checked="" type="checkbox"/> City <input type="checkbox"/> County <input type="checkbox"/> Other <input type="checkbox"/> NRD <input type="checkbox"/> State	
<b>2.</b>	APPLICANT CONTACT PERSON: PERRY MADER		FAX NUMBER: (308) 632-4637
	MAILING ADDRESS: <i>(Street)</i> 2525 CIRCLE DRIVE	CITY: SCOTTSBLUFF	STATE: NE
	DAYTIME PHONE: (308) 632-0057	E-MAIL: PMADER@SCOTTSBLUFF.ORG	
<b>3.</b>	CONTACT PERSON: <i>(Print Name &amp; Title)</i> PERRY MADER, PARKS DEPARTMENT DIRECTOR	SIGNATURE	DATE:
<b>4.</b>	APPLICANT: <i>(Print Name &amp; Title)</i> RANDY MEININGER, MAYOR	SIGNATURE	DATE:

<b>5.</b>	PROJECT NAME: <i>(Example: Rushville Pedestrian &amp; Bicycle Trail; Hawthorne Elementary School Traffic Diversion Improvement)</i> SCOTTSBLUFF SCHOOLS SAFE ROUTES						
<b>6.</b>	<p>PROJECT DESCRIPTION/LOCATION: <i>(Include location, work to be performed, and attach map)</i>          THE PROJECT WOULD CONSIST OF IMPROVING; SIDEWALKS, STREET CROSSINGS ,ADA RAMPS, AND SIGNS, AS WELL AS INSTALLING NEW; PATHS, RAISED CROSSINGS , AND PAINTED CROSSINGS ALONG LOCATIONS AROUND THE 5 SCHOOLS ( DESIGNATED AS SAFE ROUTES ON THE ATTACHED MAP. A DETAILED LIST OF IMPROVEMENTS IS ATTACHED.</p> <p>a) CURRENT WALK/BICYCLE CONDITIONS: SEE ATTACHED CHECKLISTS</p> <p>b) SCHOOL AND STUDENT DEMOGRAPHICS: (TO BE COMPLETED)</p> <p>c) DESCRIBE HOW THE PROJECT WILL ENABLE &amp; ENCOURAGE K-8 STUDENTS TO WALK AND BICYCLE TO SCHOOL:          THE PROJECT WILL ENCOURAGE K-8 STUDENTS BY AND DESIGNATING ESTABLISHED WALKING/BIKING SAFE ROUTES AROUND AND TO THE EXISTING SCHOOLS. THESE ROUTES WILL THEN BE IMPROVED THROUGH; WIDENING AND FIXING SIDEWALKS, INSTALLING RAISED AND PAINTED CROSSINGS WITH SIGNS, INSTALLING ADA RAMPS AT STREET CROSSINGS AND INSTALLING NEW BIKE PATHS WITH SECURE BICYCLE PARKING FACILITIES AT THE SCHOOLS.</p>						
<b>7.</b>	PROJECT COST TOTAL: \$1,363,794.00 FEDERAL FUNDS REQUESTED: \$1,363,794.00						
<b>8.</b>	<table style="width: 100%;"> <tr> <td style="width: 50%;">           ADDITIONAL FUNDS: <i>(If yes, please describe)</i>  <input type="checkbox"/> yes  <input checked="" type="checkbox"/> no         </td> <td style="width: 50%;">           PERCENTAGE OF TOTAL PROJECT COST:            100%         </td> </tr> </table>	ADDITIONAL FUNDS: <i>(If yes, please describe)</i> <input type="checkbox"/> yes <input checked="" type="checkbox"/> no	PERCENTAGE OF TOTAL PROJECT COST: 100%				
ADDITIONAL FUNDS: <i>(If yes, please describe)</i> <input type="checkbox"/> yes <input checked="" type="checkbox"/> no	PERCENTAGE OF TOTAL PROJECT COST: 100%						
<b>9.</b>	PROJECT TYPE: <table style="width: 100%;"> <tr> <td><input checked="" type="checkbox"/> Traffic Calming or Speed Reduction Improvements</td> <td><input checked="" type="checkbox"/> Pedestrian and bicycle crossing improvements</td> </tr> <tr> <td><input checked="" type="checkbox"/> Sidewalk improvements</td> <td><input checked="" type="checkbox"/> Off-street bicycle and pedestrian facilities</td> </tr> <tr> <td><input checked="" type="checkbox"/> Secure bicycle parking facilities</td> <td><input type="checkbox"/> Traffic diversion improvements in the vicinity of schools</td> </tr> </table>	<input checked="" type="checkbox"/> Traffic Calming or Speed Reduction Improvements	<input checked="" type="checkbox"/> Pedestrian and bicycle crossing improvements	<input checked="" type="checkbox"/> Sidewalk improvements	<input checked="" type="checkbox"/> Off-street bicycle and pedestrian facilities	<input checked="" type="checkbox"/> Secure bicycle parking facilities	<input type="checkbox"/> Traffic diversion improvements in the vicinity of schools
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<input checked="" type="checkbox"/> Sidewalk improvements	<input checked="" type="checkbox"/> Off-street bicycle and pedestrian facilities						
<input checked="" type="checkbox"/> Secure bicycle parking facilities	<input type="checkbox"/> Traffic diversion improvements in the vicinity of schools						







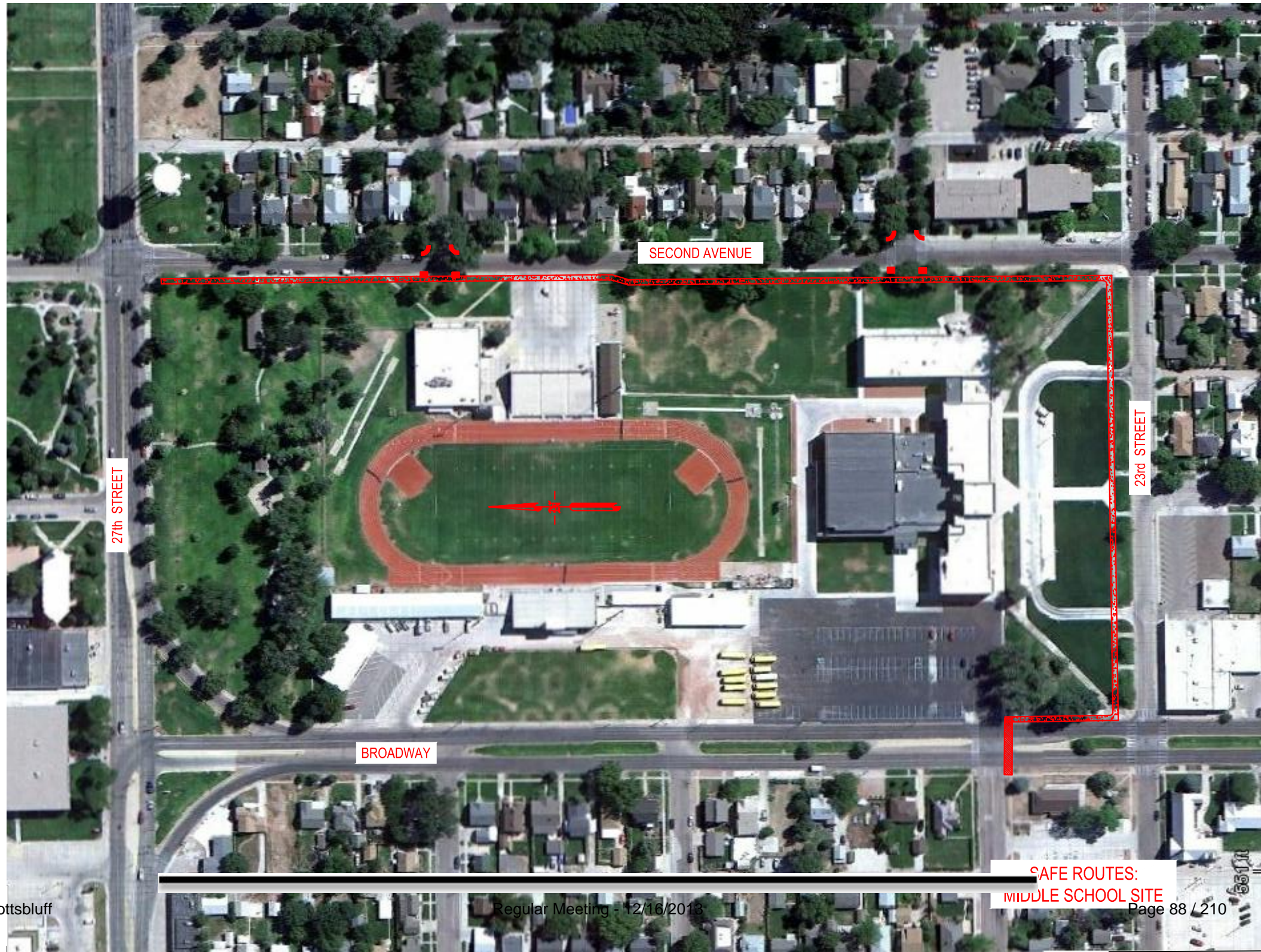
Fifth Avenue

7th Avenue

20TH STREET

SAFE ROUTES:  
LONGELLOW ELEMENTARY  
SCHOOL SITE





SECOND AVENUE

27th STREET

23rd STREET

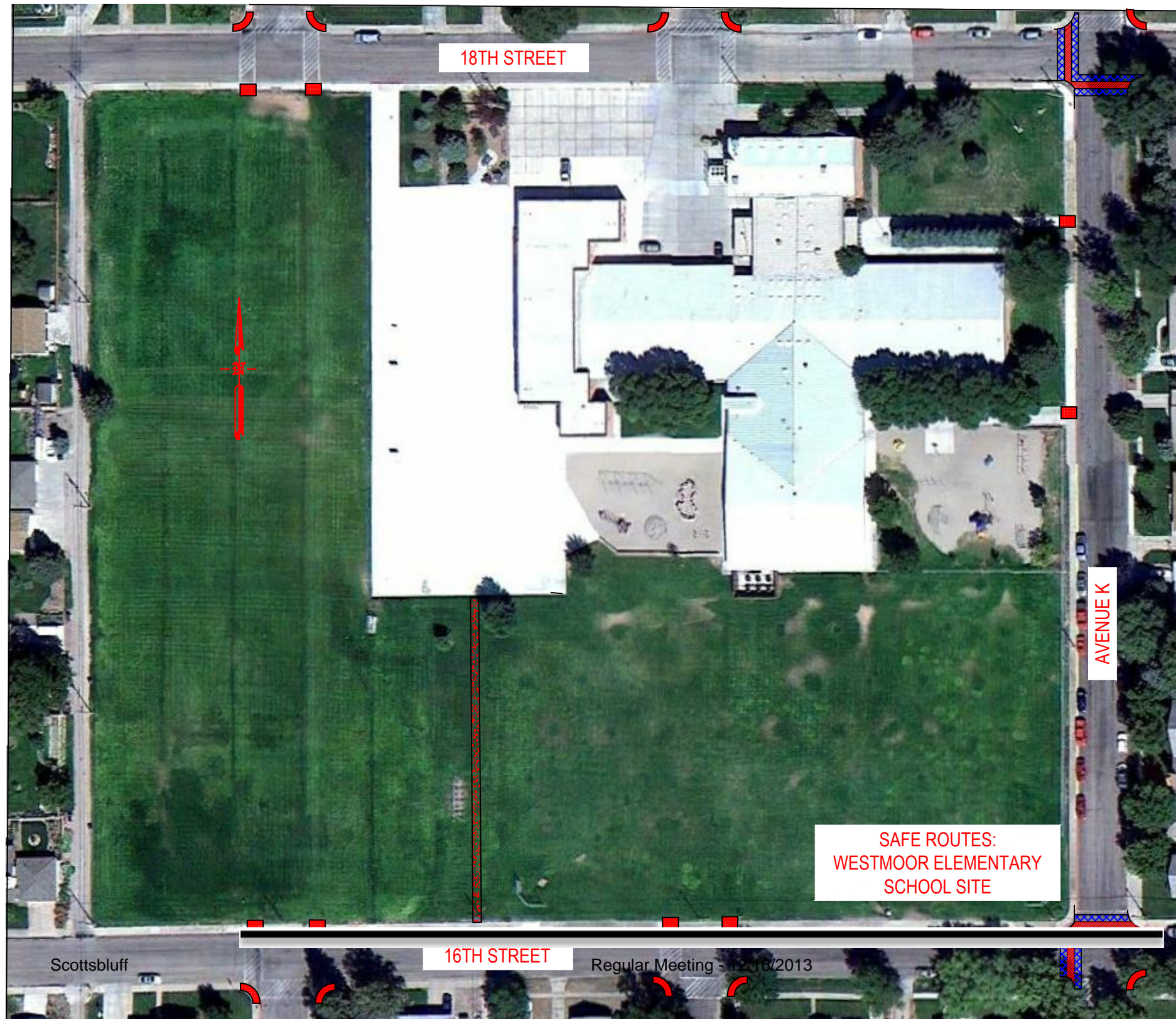
BROADWAY

SAFE ROUTES:  
MIDDLE SCHOOL SITE









18TH STREET

AVENUE K

SAFE ROUTES:  
WESTMOOR ELEMENTARY  
SCHOOL SITE

16TH STREET

Scottsbluff

Regular Meeting - 12/16/2013





# **City of Scottsbluff, Nebraska**

**Monday, December 16, 2013**

**Regular Meeting**

## **Item Resolut.2**

**Discussion and instructions to staff regarding the intersection at 27th Street and Second Avenue traffic flow.**

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

# **City of Scottsbluff, Nebraska**

**Monday, December 16, 2013**

**Regular Meeting**

## **Item Resolut.3**

**Council to consider the Preliminary Plat for Blocks 1, through 7, Reganis Subdivision a replat of Lots 1 & 2, Block 1, Idlewylde Addition and part of Block 1A, Scotts Bluff College Tract, and unplatted lands.**

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

December 9, 2013

Annie Urdiales  
Development Services Director  
City of Scottsbluff  
2525 Circle Drive  
Scottsbluff, NE 69361

RE: Reganis Addition – Preliminary Plat Review

Dear Annie:

Please find below comments from our review of the preliminary plat documents and drainage letter submitted for the Reganis Subdivision. If you have any questions, please let us know, and we would be glad to review and discuss.

**Introduction and Scope of review**

At the request of the City of Scottsbluff, Baker & Associates was asked to review the preliminary plat documents for the Reganis subdivision located in Scottsbluff. The scope of our review included the general compliance of the preliminary plat documents with the City of Scottsbluff standards as well as overall function and design of infrastructure to serve the proposed development and compliance with local utility and development requirements.

Areas not reviewed at this time include:

- Site planning of proposed lots in the subdivision (not final at this time)
- Specific design details of streets, water and sewer
- Scottsbluff drain enhancements (no information provided at this time)

Comments are based on information provided by the developer and the City with the preliminary plat documents. We understand that there have been some previous meetings with City staff and with the drain board. Some comments may be based on request for clarification on items that may have been discussed previously with City Staff.

**Overview:**

The overall development includes 5 proposed new commercial lots as well as 7 residential lots on the north side which would be adjacent to residential lots along the back side which face Talisman Drive. The proposed development sits on approximately 26 acres adjacent to the intersection of Highway 26 and 27<sup>th</sup> Street and borders the WNCC campus on the east and a residential neighborhood on the north/northwest.

The developers are proposing to use part of the Scottsbluff Drain as retention for their site and have approached the drain board about this proposal. They have provided some basic information about runoff from the site, but no specific information about the drain improvements were provided at this time.

### **General Comments**

- Has the property been rezoned recently? Previous zoning boundary would not allow proposed car dealership.
- No legend provided for line types, symbols, etc.
- There is no existing site plan provided.
- Limits of block 6 are not clear.
- What are the limits/boundary of the Scottsbluff Drain? Is it a ROW?
- No landscaping plan is shown.
- Are there requirements for landscaping buffer zone along Hwy 26 or 27<sup>th</sup>?
- Parking is shown in setback area – not allowed by zoning.
- Nothing is noted for relocation of UT under proposed dealership.

### **Comments – Water & Sewer:**

- Where is sewer along the back of existing lots on Talisman in relation to fences, property, etc? Is easement proposed to be 10' each side of property line? Concern of access to tap sewer line for residential lots based on existing property and proximity to fences, etc. Looks like there are also some storage sheds in back of one house and it is currently being used like an alley.
- Is there consideration for platting an alley for proper access to sewer line for future maintenance?
- Sanitary sewer crossing at south edge of property is known to be a problematic “bottleneck” in the sanitary sewer system due to the large area that it serves. Have any calculations been done to see if there is capacity available in this line to serve this development? Has there been any consideration to route to east?
- Utility plans shown 12” sanitary sewer flowing into an 8” sanitary sewer. This looks to be mislabeled based on City mapping, but please verify.
- Does this sanitary sewer line siphon under the drain and/or creek? This could be problematic in the future especially with added flow from hotel and possible restaurant.
- Proposed commercial water taps are not shown.
- Has fire department reviewed for hydrant locations? Additional hydrants may be needed?
- Waterline shown at 5' bury instead of 5.5'.
- Can block 5 be served by sanitary sewer? Lots show drop of 5' or more from north to south, and sanitary sewer line is only 10-11' deep on north end of lots.
- Is there a reason for not connecting waterline to existing waterline in the north end of 12<sup>th</sup>?

**Comments – Street, sidewalk, & paving:**

- Paving is shown as 6" concrete. Is this adequate for increased traffic and trucks? Especially on 12<sup>th</sup>?
- There is a 6' drop in elevation on the north side of block 1 near the street. Will there be a need for a retaining wall or other measures in the ROW?
- Limits of 12<sup>th</sup> avenue will need to be re-platted to allow for additional land for round-about. Has WNCC approved this and agreed to additional land?

**Comments – Drainage & Stormwater:**

- Is there offsite drainage entering the development from the north? How does 12<sup>th</sup> and the field to the NW drain? How will it drain through/around this development?
- Is this area accounted for in drainage calculations?
- Question as to basis for drainage calculations. We understand that design is not complete and may include enhancements to the drain. Additional information on drainage calculations, basis for storage requirements and runoff calculations would be needed to do a full review of the drainage volume required. If developments contain runoff on each lot, this can be addressed at the time of site plan approval for each lot.
- We question the requirement for an exception from the typical drainage requirements which are a City ordinance. Typically the drain would be considered a City utility similar to a storm drain pipe and the purpose and intent of requiring onsite detention is to limit the impact (upstream and downstream) of additional flow into the city storm water collection system.
- If the developer is planning to increase flow as they have indicated, what is the impact on surcharging flow in the drain downstream and the impediment of flow upstream into the drain? Information available to us at this time is not enough information to determine/review the impact.
- Winters Creek appears to be proposed as covered and directed through a 60" CMP. Has this been approved by appropriate parties? Does this pipe adequately carry the flow? What are the sizes/slope of pipes upstream/downstream?
- Winters Creek elevations show flow going from east to west – is this correct?
- T(p) values shown in the drainage tables in the drainage memo appear to be mislabeled (hours instead of minutes) or inaccurate for a basin of this size.
- Hydraulic Analysis letter states "We expect the proposed conditions to meet the City of Scottsbluff stormwater request of discharging at the same rate as the 10-year existing conditions." - Ordinance requires peak flow to be at or below pre-existing 5-year flow.
- Drainage on southwest corner of development appears to flow west onto existing Winters Creek Drive and offsite into existing storm drain inlets. These inlets already see significant flow from primrose and surrounding areas to the north and are known to be overloaded during storm events.
- How are proposed lots (block 1,2,3,4) supposed to drain into the Scottsbluff Drain? Are there measures to control flow/erosion? Is it all planned to drain to valley gutter shown and overland to drain? Is this adequate to carry this much flow?

- How is block 7 drained in future? Is a culvert needed under 12<sup>th</sup>?

Thank you for the opportunity to review these documents on behalf of the City. Please feel free to contact us with any questions.

Thank you,

Baker & Associates, Inc.



Jack Baker, P.E.

RE: Reganis Addition – Baker - Preliminary Plat Review

Annie:

We appreciate the review by Baker and Associates and offer the following responses to their comments:

### **General Comments**

*- Has the property been rezoned recently? Previous zoning boundary would not allow proposed car dealership.*

As you and the planning commission are aware, the owner will be bringing a special use permit to them for approval. As there are numerous other dealerships within the same zoning designation, we felt it was more appropriate than trying to spot zone a less appropriate zone designation.

*- No legend provided for line types, symbols, etc.*

Provided on cover sheet for future reference.

*- There is no existing site plan provided.*

*- Limits of block 6 are not clear.*

*- What are the limits/boundary of the Scottsbluff Drain? Is it a ROW?*

There are no legally defined easement for the drain in this particular area. One is not shown at this time as block 6 will be deeded to the City of Scottsbluff to accommodate the drain and monument pathway.

*- No landscaping plan is shown.*

Landscaping plans will be provided as part of the final site designs.

*- Are there requirements for landscaping buffer zone along Hwy 26 or 27th?*

We are anticipating providing the landscape buffer in all of block 6.

*- Parking is shown in setback area – not allowed by zoning.*

Will be addressed as part of the final design.

*- Nothing is noted for relocation of UT under proposed dealership.*

The underground telephone currently is thought to be located in this area however, there is no easement or the like. The reality of the existing location is still under investigation. The proposed location is shown on the dry utilities sheet.



## Comments – Water & Sewer:

*- Where is sewer along the back of existing lots on Talisman in relation to fences, property, etc? Is easement proposed to be 10' each side of property line? Concern of access to tap sewer line for residential lots based on existing property and proximity to fences, etc. Looks like there are also some storage sheds in back of one house and it is currently being used like an alley.*

The existing sewer behind Talisman is shown on the plat within an existing 20-foot (10-foot each side of property line) utility easement. If fences and sheds are constructed within the current easement, those should be addressed as a separate item.

*- Is there consideration for platting an alley for proper access to sewer line for future maintenance?*

An alley was not considered.

*- Sanitary sewer crossing at south edge of property is known to be a problematic "bottleneck" in the sanitary sewer system due to the large area that it serves. Have any calculations been done to see if there is capacity available in this line to serve this development? Has there been any consideration to route to east?*

The location of the sanitary sewer connection was verified through the wastewater director. The connection location is identified in the master plan as a potential capital improvement in the future; however, this area has shown no signs of capacity issues. There is no other route for the sewer to take. Everything in this area utilizes the crossing proposed to the "trunkline" on the west side of Highway 26.

*- Utility plans shown 12" sanitary sewer flowing into an 8" sanitary sewer. This looks to be mislabeled based on City mapping, but please verify.*

Sizes have been verified and labeled correctly.

*- Does this sanitary sewer line siphon under the drain and/or creek? This could be problematic in the future especially with added flow from hotel and possible restaurant.*

The sanitary sewer is believed to syphon under the Scottsbluff Drain.

*- Proposed commercial water taps are not shown.*

Location of taps are not required in the preliminary plat. The locations will be shown on the site plans for each lot as they are developed.

*- Has fire department reviewed for hydrant locations? Additional hydrants may be needed?*

Hydrant locations are not shown and not required on the preliminary plat. Locations will be provided and approved through the fire department with final design.

*- Waterline shown at 5' bury instead of 5.5'.*

Noted and changed.

*- Can block 5 be served by sanitary sewer? Lots show drop of 5' or more from north to south, and sanitary sewer line is only 10-11' deep on north end of lots.*

Sanitary sewer connections for block 5 can be accommodated. If full basements aren't feasible, the developer may utilize half basements or no basements at all.

*- Is there a reason for not connecting waterline to existing waterline in the north end of 12<sup>th</sup>?*

It is not connected as it is not necessary for this development and the layout meets the City's standards. If the water department would desire this connection, it can be discussed during the final design.

***Comments – Street, sidewalk, & paving:***

*- Paving is shown as 6" concrete. Is this adequate for increased traffic and trucks? Especially on 12<sup>th</sup>?*

There are very few trucks anticipated on 12<sup>th</sup> Avenue. 6-inch pavement meets the design expectations. However, if additional thickness is requested by the City, that could be accommodated during the final design.

*- There is a 6' drop in elevation on the north side of block 1 near the street. Will there be a need for a retaining wall or other measures in the ROW?*

The grades are shown as a 3:1 side slope and are only shown for potential development purposes. The slopes will be addressed during the final site design.

*- Limits of 12<sup>th</sup> avenue will need to be re-platted to allow for additional land for round-about. Has WNCC approved this and agreed to additional land?*

WNCC is aware of the layout and has verbally committed to the additional ROW if the project moves forward. For ease of required signatures and platting process, the ROW acquisition will be under separate cover.

***Comments – Drainage & Stormwater:***

*- Is there offsite drainage entering the development from the north? How does 12<sup>th</sup> and the field to the NW drain? How will it drain through/around this development?*

There is minor drainage from 12<sup>th</sup> flowing south. This flow will be accommodated within the curb and gutter and street storm drainage system which will drain west on Winters Creek Drive. The stormwater from the Northwest will be accommodated within 12<sup>th</sup> Avenue where it will flow south to the existing system in 27<sup>th</sup> Street.

*- Is this area accounted in for in drainage calculations?*

No.

*- Question as to basis for drainage calculations. We understand that design is not complete and may include enhancements to the drain. Additional information on drainage calculations, basis for storage requirements and runoff calculations would be needed to do a full review of the drainage volume required. If developments contain runoff on each lot, this can be addressed at the time of site plan approval for each lot.*

Noted. A drainage summary memo was included as part of this submittal as to suggest the developers intent. Preliminary calculations were performed to verify that the ordinance could in fact be met within the constraints of the Scottsbluff Drain.

*- We question the requirement for an exception from the typical drainage requirements which are a City ordinance. Typically the drain would be considered a City utility similar to a storm drain pipe and the purpose and intent of requiring onsite detention is to limit the impact (upstream and downstream) of additional flow into the city storm water collection system.*

Agreed. However, a significant improvement is being proposed to the drain itself. The improvement will be designed to facilitate not only maintenance of the drain, but water quality aspects as well as beatification. If onsite retention for each lot is the end result, the donated land to accommodate the drain improvements and pathway is not feasible. The end result will be much less appealing to not only the developer, but the city.

*- If the developer is planning to increase flow as they have indicated, what is the impact on surcharging flow in the drain downstream and the impediment of flow upstream into the drain? Information available to us at this time is not enough information to determine/review the impact.*

Will be provided during the final design.

*- Winters Creek appears to be proposed as covered and directed through a 60" CMP. Has this been approved by appropriate parties? Does this pipe adequately carry the flow? What are the sizes/slope of pipes upstream/downstream?*

The improvements have been coordinated with the irrigation district. Winters Creek is a controlled system and the hydraulic grade line will be designed around. The construction plans will be approved through the district prior to construction as required.

*- Winters Creek elevations show flow going from east to west – is this correct?*

Corrected.

*- T(p) values shown in the drainage tables in the drainage memo appear to be mislabeled (hours instead of minutes) or inaccurate for a basin of this size.*

Mis-labled, should be minutes.

*- Hydraulic Analysis letter states “We expect the proposed conditions to meet the City of Scottsbluff stormwater request of discharging at the same rate as the 10-year existing conditions.” - Ordinance requires peak flow to be at or below pre-existing 5-year flow.*

Agreed and will be followed during the final design.

*- Drainage on southwest corner of development appears to flow west onto existing Winters Creek Drive and offsite into existing storm drain inlets. These inlets already see significant flow from primrose and surrounding areas to the north and are known to be overloaded during storm events.*

Flow arrows are shown for existing pavement. No additional drainage should be directed off the development.

*- How are proposed lots (block 1,2,3,4) supposed to drain into the Scottsbluff Drain? Are there measures to control flow/erosion? Is it all planned to drain to valley gutter shown and overland to drain? Is this adequate to carry this much flow?*

It is expected to be conveyed to the drain through inlets and culverts. We would expect those to be designed during the site design. No surface flow will be allowed as we can't convey water over the pathway.

*- How is block 7 drained in future? Is a culvert needed under 12<sup>th</sup>?*

Block 7 will drain to 27<sup>th</sup> Street.

# COVER SHEET

## PERMITTING ACRY PLAT

### REGANIS ADDITION

### SCOTTSBLUFF, NEBRASKA

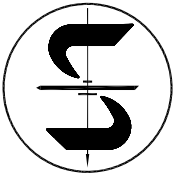


SYMBOL	EXISTING	PROPOSED
PROPERTY CORNER		
RIGHT OF WAY MARKER		
STOP SIGN		
ROAD SIGN		
DELINEATOR		
BOLLARD		
MAILBOX		
FIRE HYDRANT		
VALVE		
METER PIT		
MANHOLE		
STORM INLET		
POWER POLE		
LIGHT POLE		
GUY WIRE		
ELECTRIC TRANSFORMER		
TRAFFIC SIGNAL W/ LUMINARY		
TELEPHONE PEDESTAL		
TELEPHONE MARKER		
GAS MARKER		
CABLE TV PEDESTAL		
DECIDUOUS TREE		
CONIFER		
MONITORING WELL		

SYMBOL	EXISTING	PROPOSED
RIGHT OF WAY		
CENTERLINE		
WATER MAIN		
6" WATER MAIN		
8" WATER MAIN		
12" WATER MAIN		
8" SANITARY SEWER		
12" SANITARY SEWER		
STORM DRAIN		
OVERHEAD ELECTRIC		
UNDERGROUND ELECTRIC		
OVERHEAD TELEPHONE		
GAS MAIN		
FENCE		
EDGE OF PAVEMENT		
CURB AND GUTTER		

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

M. C. SCHAFF AND ASSOCIATES, INC.  
818 SOUTH BELTLINE HIGHWAY EAST  
SCOTTSBUFF, NEBRASKA 69361



DEVELOPER: REGANIS AUTO CENTER  
2006 EAST OVERLAND DRIVE  
SCOTTSBUFF, NEBRASKA 69361  
DESIGNED BY:  
M. C. SCHAFF AND ASSOCIATES, INC.  
818 SOUTH BELTLINE HIGHWAY EAST  
SCOTTSBUFF, NEBRASKA 69361

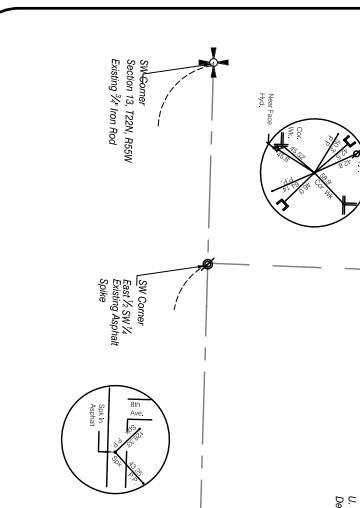
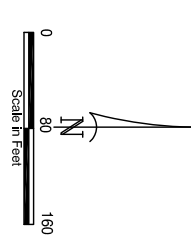
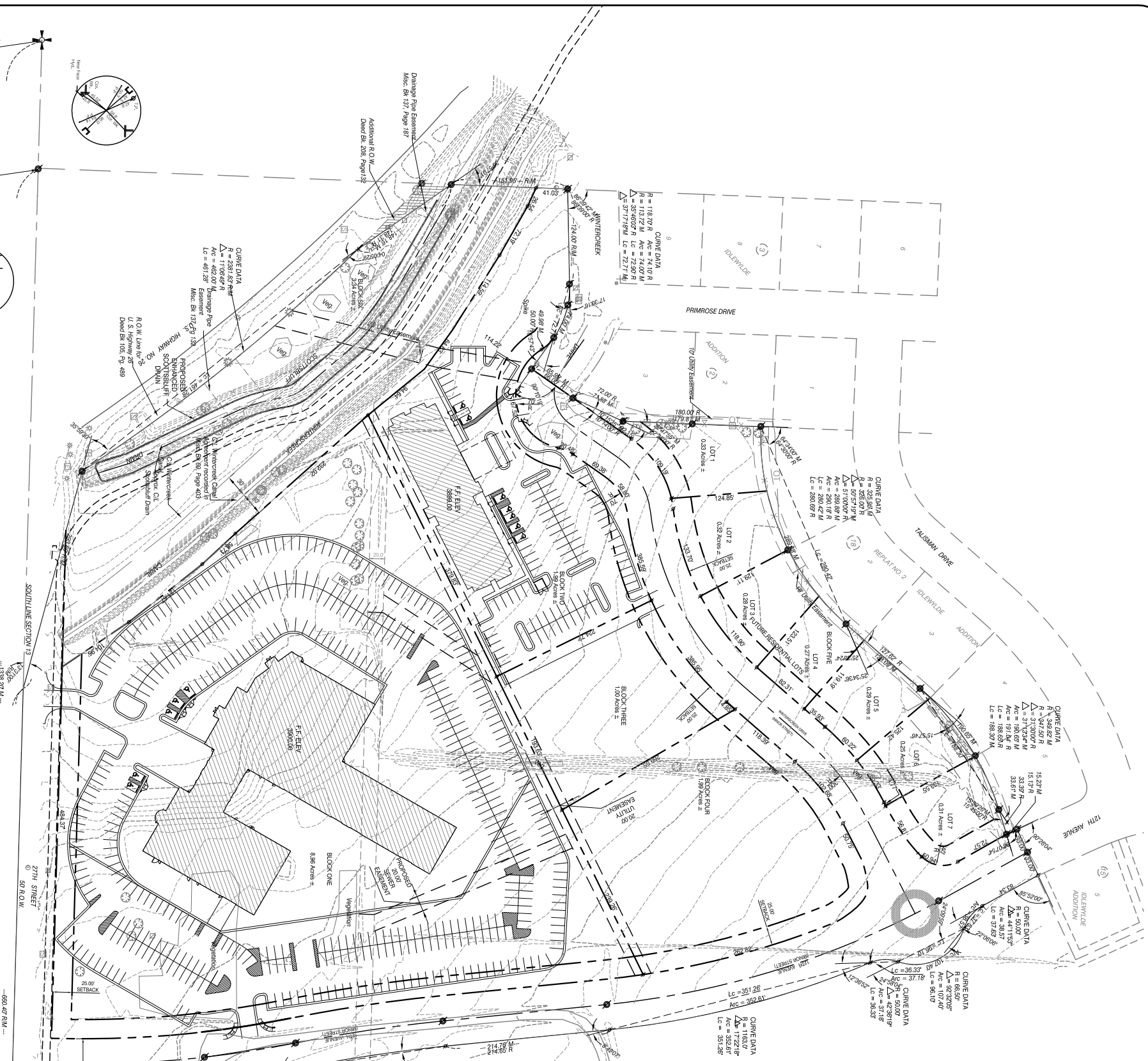
OCTOBER 11, 2013

REV. 12-12-13



A Replat of Lots 1 and 2, Block 14, Idlewild Addition and part of Block 14, Scotts Bluff County College Tract, and unplatted land situated in the south half of Section 13, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska, more particularly described as follows:

Beginning at south quarter corner of Section 13, a distance of 660.40 feet, as measured, to the point of intersection with the northerly right-of-way line of U.S. Highway 26, as described in Deed Book 105, page 489, Scotts Bluff County Register of Deeds Office, thence a deflection angle right 13°31'00", record and measured, on said right-of-way line, a distance of 293.60 feet, record and measured, to the point of intersection with a non-tangent curve to the left, said curve having a radius of 2,381.83 feet, a central angle of 11°06'49", a chord length of 461.28 feet, and a deflection angle right 35°59'30" from last described course to chord of this curve, thence northwesterly on the arc of said curve and on said northerly right-of-way line, a distance of 462.00 feet, as measured, to a point on the north line of highway right 1/2 mile described in Deed Book 208, page 132, thence a deflection angle right of 04°05'29" from the chord of last described curve to the north line of right-of-way line described in Deed Book 208, page 132, and on said north right-of-way line, a distance of 148.16 feet, as measured (148.31' record), to the point of intersection with the west line of the east half of the Southwest Quarter of Section 13, thence a deflection angle right 38°57'02", on said west line of the Southwest Quarter of Section 13, a distance of 151.95 feet, to the point of intersection with the south right-of-way line of Winter Creek Drive, as platted, thence a deflection angle right 86°39'42" (86°39'00" record), on the south right-of-way line of Winter Creek Drive, a distance of 124.00 feet, to the point of intersection with a curve to the right, said curve having a radius of 113.12 feet measured (116.17' record), a chord length of 72.17 feet measured (72.30' record), a central angle of 37°17'18" measured (35°46'03" record), and a deflection angle right 17°30'16" from last described course to chord of said curve, thence southeasterly on the arc of said curve, and on said south right-of-way line of Winter Creek Drive, a distance of 49.98 feet, as measured (50.00' record), thence a deflection angle left 10°15'25", as measured (10°14'00" record), on the east line of said Lot 3, Block 2, Idlewild Addition, a distance of 71.88 feet as measured to a 5/8" rebar (72.00' record), thence a deflection angle left 22°47'55", as measured (22°25'00" record), on the east line of lots 2 and 3, Block 2, Idlewild Addition, a distance of 179.81 feet (180.00' record), as measured to the southwest corner of Lot 1, Block 18, Replat No. 2 Idlewild Addition, and said corner being on a curve to the left, having a deflection angle right of 64°34'00" (64°30'00" record) from last described course to the long chord of said curve, and said curve having a central angle of 50°57'19", a radius of 325.95 feet, as measured (326.00' record), and a chord length of 280.42 feet, as measured (280.69' record), thence northwesterly on said curve, and on the south line of Block 18, Replat No. 2 Idlewild Addition, an arc distance of 289.88 feet (290.18' record), as measured to an existing 5/8" rebar, thence northwesterly on the south line of Block 18, Replat No. 2 Idlewild Addition, said line having a deflection angle left of 25°38'24" from the easterly extension of the chord line of the last described curve, a distance of 128.09 feet, as measured (127.62' record), to an existing 5/8" rebar, said rebar being the point of curvature of a curve to the right, with a deflection angle right of 15°57'46" from last described course to chord line of said curve, said curve having a radius of 349.82 feet, as measured (347.20' record), a central angle of 31°13'34", as measured (31°30'00" record), and a chord length of 188.30 feet, as measured (188.65' record), thence northwesterly an arc of said curve and south line of Block 18, Replat No. 2 Idlewild Addition, a distance of 190.65 feet, as measured (191.04' record), to a 5/8" rebar, thence continuing easterly on the south line of said Block 18, Replat No. 2 Idlewild Addition, deflecting right 15°59'26", as measured (15°45'00" record) from easterly extension of chord line of last described curve to said line, a distance of 33.51 feet, as measured (33.37' record), to the southeast corner of Lot 5, Block 18, Replat No. 2 Idlewild Addition, as monumented with an existing 5/8" rebar, thence a deflection angle left 96°07'54", measure and record, on the east line of Lot 5, Block 18, Replat No. 2 Idlewild Addition, a distance of 15.33 feet, as measured and record, to the point of intersection with the westerly extension of the south line of Lot 5, Block 15, Idlewild Addition, thence a deflection angle right 90°25'04", as measured on said extension line, a distance of 33.00 feet, to a point on the west line of a tract of land as described in Deed Book 212, page 684, and being on the west line of Block 14, Scotts Bluff County College Tract, as platted, and a distance of 83.34 feet, to the point of curvature of a curve to the left, said curve having a central angle of 44°11'53", a radius of 50.00 feet, a chord length of 37.63 feet, and a deflection angle left 22°06'05" from last described course to chord of said curve, thence southerly on the arc of said curve, a distance of 38.57 feet, to the point of a reverse curve to right, said curve having a central angle of 92°32'05", a radius of 66.50 feet, a chord length of 36.10 feet, and a deflection angle right 24°09'59" from chord of last described curve to chord of this curve, thence southeasterly on the arc of said curve, a distance of 107.40 feet, to the point of a reverse curve to the left, said curve having a central angle of 42°36'19", a radius of 50.0 feet, a chord length of 36.33 feet, and a deflection angle right 24°58'04" from chord of last described curve to chord of this curve, thence southerly on the arc of said curve, a distance of 37.18 feet, to the point of a reverse curve to the right, said curve having a central angle of 17°22'18", a radius of 1163.00 feet, a chord length of 351.26 feet, and a deflection angle left 12°38'52", from chord of last described curve to chord of this curve, thence southeasterly on the arc of said curve a distance of 352.61 feet, thence a deflection angle right 8°42'07" from chord of last described curve, a distance of 214.76 feet as measured (214.65' record), to the point of curvature of a curve to the left, said curve having a central angle of 05°34'01", a radius of 1967.00 feet, a chord length of 191.04 feet and a deflection angle left 2°47'18" from last described course to chord of this curve, thence southerly on the arc of said curve a distance of 191.12 feet, to the point of a reverse curve to the right, said curve having a central angle of 05°01'54", a radius of 1452.92 feet, a chord length of 127.55 feet, and a deflection angle left 00°15'09" from chord of last described curve to chord of this curve, thence southerly on the arc of said curve, a distance of 127.60 feet to a point being 250.00 feet north of the south line of the Southwest Quarter of Section 13, as measured perpendicular to said south line, thence a deflection angle left 79°39'03" from the chord of last described curve, on a line being 250.00 feet north of the south line of the Southwest Quarter of Section 13, and on the west line of Block 14, a distance of 361.43 feet, as measured, thence a deflection angle right 90°32'17", as measured, on the west line of said Block 14, Scotts Bluff County College Tract, a distance of 249.98 feet, to the point of intersection with the south line of Section 13, thence a deflection angle right 89°22'07", as measured (89°21'07" record), on the south line of Section 13, a distance of 605.79 feet, as measure (605.65' record), to the point of Beginning, containing an area of 25.27 acres, more or less.



PROJECT: PRELIMINARY PLAT  
REGANIS SUBDIVISION  
SCOTTSBLUFF, NEBRASKA  
MASTER PLAN

CLIENT: TIM REGANIS

PROJECT NUMBER:  
RM13001000

PROJECT DATE:  
SEPT. 30, 2013

PROJECT MGR:  
D.S.

PROJECT TEAM:  
D.S./C.L.N./K.B.

SEAL

DATE: 12-12-13  
REV. BAKER REVIEW

SHEET 2 OF 6  
M-1

M. C. SCHAFF & ASSOCIATES, INC.

818 SOUTH BELTLINE HIGHWAY EAST  
SCOTTSBLUFF, NEBRASKA 69361

ENGINEERS ♦ PLANNERS ♦ DESIGNERS ♦ LAND SURVEYORS

PH: 308-635-1926 FAX: 308-635-7807 INTERNET: WWW.MCSCHAFF.COM

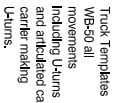
Scottsbluff

Regular Meeting - 12/16/2013

Page 104 / 210

Following are some general notes that apply to most roundabouts; several individual notes may not apply.

1. Vertical face cutting is recommended for the whole roundabout to assist in controlling vehicle speeds.
2. The edge of the truck apron is a fresh-cut high vertical face curb with a half-inch fillet on the top edge without a gutter. If a gutter must be used the gutter should extend out into circulating roadway leaving the curb face in the current location.
3. The truck apron has a typical negative 2 to 3 percent outward cross fall and should be lead bearing and capable of supporting the design vehicle.
4. The truck apron is separated from the landscaping area in the central island by a six-inch high vertical face curb.
5. Any truck apron or decorative strip that is used should be constructed from a contrasting color to the road pavement, i.e. white (concrete) or red, orange colored concrete or pavers, but not green, dark gray or black.
6. The standard cross fall across the circulating roadway is a negative two percent cross fall outwards. It can be varied from a plus 4 percent to a negative 4 percent.
7. The landscaped section of the central island should be rounded to help drivers recognize the roundabout. The slope should not exceed 6:1.
8. A large tree, several trees, a ring of trees, or other significant vertical feature must be located in the central island to increase the long-range visibility of the roundabout.
9. The concrete splitter islands are offset from the painted triangle splitter island to provide drivers with forgiving space.
10. Splitter islands should be set out as a single island after which the pedestrian opening is created.
11. The interior of the splitter islands can be solid concrete, concrete curb lined with pavers or low height landscaping no taller than 18 inches.
12. Splitter islands are typically designed with curb only because drainage is typically away from the center of the road and therefore no gutter is required. No inlets are typically provided along the splitter islands so there is nowhere for any water to deposit any water collected. Typically, the use of vertical curb only around the splitter islands is recommended as it maximizes the pedestrian storage and provides more space for landscaping the islands. In this case, trees should be added to the splitter islands if conditions are not to be used.
13. The standards should be set back from the circulating roadway curb line at least 6 feet. Where physical separation is not possible because of right-of-way constraints, then the driver strip should be no less than 18 inches wide. A clear buffer should be provided as per A.D.A. requirements to enable visually impaired people around the roundabout. Curb return ramps are provided to meet A.D.A. standards because they provide wider and smoother access ahead of any cutting that could cause people to trip and/or provide visually impaired people with better directional information than lead ramps. They are the specified A.D.A. ramp when grass, or other non-hazardous area, is next to the ramp.
14. The one-way signs in the central island must be located in line with approaching drivers, square to these drivers, and to the right of the yield signs and clear of the truck apron to provide clear direction. The recommended height to the top of the sign is three feet.
15. The yield lines and yield signs as shown are essential to define the entry point and driver responsibility. The yield signs in the splitter islands on the side streets may be omitted.
16. The compound curves are specifically designed to minimize vehicle speeds and to match vehicle swept paths. Any change to simple radii is not recommended.
17. Adequate street lighting is necessary. Up lighting of the landscaping within the central island is recommended because of enhanced conspicuity and the ability to create a more attractive night time feature.
18. The design was based on the latest MSSTD truck turning templates as a WB-50 all movements and an articulated car trailer for U-Turns.
19. Bike lanes are to be marked and signed in accordance with local standards.
20. Construction engineers should be notified that they should not make changes to the layout without contacting the design engineer and they should "eyeball" curb and gutter forms before the concrete curb is poured.



121H AVENUE

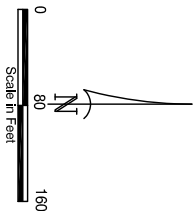
PROJECT NUMBER: RM130010-00
PROJECT DATE: SEPT. 30, 2013
PROJECT MGR: D.S.
PROJECT TEAM: D.S./C.L.N./K.B.

**CLIENT:     TIM REGANIS**

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

**ENGINEERS ♦ PLANNERS ♦ DESIGNERS ♦ LAND SURVEYORS**

**PH: 308-635-1926 FAX: 308-635-7807 INTERNET: [WWW.MCSCHAFF.COM](http://WWW.MCSCHAFF.COM)**



SHEET 4 OF 6  
**UTIL-1**

12-12-13	REV. BAKER REVIEW
DATE	REVISION

SEAL

PROJECT NUMBER:  
RM13001000  
PROJECT DATE:  
SEPT. 30, 2013  
PROJECT MGR:  
D.S.  
PROJECT TEAM:  
D.S./C.L.N./K.B.

PROJECT: **PRELIMINARY PLAT  
REGANIS SUBDIVISION  
SCOTTSBLUFF, NEBRASKA  
DRY UTILITIES**  
  
CLIENT: **TIM REGANIS**



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

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NOTE FOR DETAILS OF  
ROUNDABOUT - SEE SHEET DEF-1  
SHEET 6 OF 6

FOR TYPICAL CROSS-SECTIONS  
OF 12TH AVENUE AND  
SCOTTSDRIVE SEE  
SHEET NO. 6 (DEF-1)

PROJECT NUMBER: RM13001000	
PROJECT DATE: SEPT. 30, 2013	
PROJECT MGR: D.S.	
PROJECT TEAM: D.S./C.L.N./K.B.	
SEAL	

PROJECT: PRELIMINARY PLAT  
REGANIS SUBDIVISION  
SCOTTSDLUFF, NEBRASKA  
PAVING, DRAINAGE,  
& STORM SEWER

CLIENT: TIM REGANIS



M. C. SCHAFF & ASSOCIATES, INC.

818 SOUTH BELTLINE HIGHWAY EAST

SCOTTSDLUFF, NEBRASKA 69361

ENGINEERS ♦ PLANNERS ♦ DESIGNERS ♦ LAND SURVEYORS

PH: 308-635-1926 FAX: 308-635-7807 INTERNET: WWW.MCSCHAFF.COM

SHEET 5 OF 6	
PAV-1	
DATE	REV. BAKER REVIEW
12-12-13	REVISION





# **City of Scottsbluff, Nebraska**

**Monday, December 16, 2013**

**Regular Meeting**

## **Item Resolut.4**

**Consider the Ordinance rezoning .80 acres from C-2 Commercial to R-1 Residential. (Second Reading)**

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



ORDINANCE RECORD

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

AN ORDINANCE DEALING WITH ZONING, AMENDING SECTION 25-1-4 BY UPDATING THE OFFICIAL ZONING DISTRICT MAP TO SHOW THAT REAL ESTATE Beginning at the southeast corner of Lot 3, Block 2, Idlewylde Addition, in the City of Scottsbluff, Scotts Bluff County, Nebraska, thence northeasterly on the east line of said Lot 3, Block 2, a distance of 71.88 feet, as measured to a 5/8" rebar (72.00' record), thence a deflection angle right 66°47'36", a distance of 51.15 feet, to the point of intersection with a non-tangent curve to the left, said curve having a central angle of 03°23'57", a radius of 100.00 feet, a chord length of 5.93 feet, and a deflection angle right 125°04'24" from last described course to chord of this curve, thence southwesterly on the arc of said curve a distance of 5.93 feet, thence a deflection angle left 01°41'59" from chord of last described curve, a distance of 76.73 feet to point of curvature of a curve to the right, said curve having a central angle of 67°31'32", a radius of 48.50 feet, a chord length of 53.91 feet, and a deflection angle right 33°45'46", from last described course to chord of this curve, thence southwesterly on the arc of said curve, a distance of 57.16 feet, to the point of intersection with the platted west end of Winter Creek Drive, thence a deflection angle right 146°19'37" from chord of last described curve, and on the west end of the Winter Creek Drive, as platted, a distance of 28.59 feet, to the Point of Beginning, containing an area of 0.80 acres, more or less, WHICH IS CURRENTLY ZONED AS C-2, WILL NOW BE INCLUDED IN THE R-1 SINGLE FAMILY RESIDENTIAL ZONE, 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 \_\_\_\_\_ day of December, 2013.

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 December \_\_\_\_\_, 2013.

\_\_\_\_\_  
Mayor

ATTEST:

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

## ORDINANCE RECORD

# **City of Scottsbluff, Nebraska**

**Monday, December 16, 2013**

**Regular Meeting**

## **Item Resolut.5**

**Consider the Ordinance rezoning 3.22 acres from R-1 Residential to C-2 Neighborhood and Retail Commercial. (Second Reading)**

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



ORDINANCE RECORD

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

AN ORDINANCE DEALING WITH ZONING, AMENDING SECTION 25-1-4 BY UPDATING THE OFFICIAL ZONING DISTRICT MAP TO SHOW THAT REAL ESTATE Commencing at the southeast corner of Lot 3, Block 2, Idlewylde Addition in the City of Scottsbluff, Scotts Bluff County, Nebraska, thence northeasterly on the east line of said Lot 3, Block 2, a distance of 71.88 feet, as measured to a 5/8" rebar (72.00' record), thence a deflection angle right 66°47'36", a distance of 51.15 feet, to the Point of Beginning, thence continuing easterly on last described course, a distance of 709.60 feet, to the point of intersection with the west line of a tract of land described in Deed Book 212, page 684, and said line also being the west line of Block 1A, Scotts Bluff County College Tract, as platted and recorded in Instrument 2006-1690, and said point being on a non-tangent curve to left, said curve having a central angle of 21°26'35", a radius of 1130.00 feet, a chord length of 420.44 feet, and a deflection angle left 108°05'24", from last described course to chord of this curve, thence northwesterly on the arc of said curve, and on the west line of said tract described in Deed Book 212, page 684, and being on the west line of Block 1A, a distance of 422.90 feet, thence a deflection angle left 100°43'17" from chord of last described curve, a distance of 147.66 feet, to the point of curvature of curve to the left, said curve having a central angle of 21°47'21", a radius of 300.00 feet, a chord length of 113.40 feet, and a deflection angle left 10°53'40", from last described course to chord of this curve, thence southwesterly on the arc of said curve, a distance of 114.09 feet, thence a deflection angle left 10°53'40" from chord of last described curve, a distance of 118.35 feet, to the point of curvature of curve to the right, said curve having a central angle of 41°59'10", a radius of 355.95 feet, a chord length of 255.04 feet, and a deflection angle right 21°06'25", from last described course to chord of this curve, thence southwesterly on the arc of said curve, a distance of 260.84 feet, to the point of a reverse curve to the left, said curve having a central angle of 44°43'35", a radius of 100.00 feet, a chord length of 76.10 feet, and a deflection angle left of 01°22'12", from chord of last described curve to chord of this curve, thence southwesterly on the arc of said curve, a distance of 78.06 feet, to the Point of Beginning, containing an area of 3.22 acres, more or less, WHICH IS CURRENTLY ZONED AS R-1, WILL NOW BE INCLUDED IN THE C-2 NEIGHBORHOOD AND RETAIL COMMERCIAL ZONE, 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 \_\_\_\_\_ day of December, 2013.

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 December \_\_\_\_\_, 2013.

\_\_\_\_\_  
Mayor

ATTEST:

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

## ORDINANCE RECORD



# **City of Scottsbluff, Nebraska**

**Monday, December 16, 2013**

**Regular Meeting**

## **Item Resolut.6**

**Council to consider a Resolution outlining an amended  
Redevelopment Area for Blight Area Survey No. 7, eliminating the  
area known as Sheldon Heights.**

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

## RESOLUTION 13-

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

#### Recitals:

a. It is necessary, desirable, advisable, and in the best interests of the City of Scottsbluff, Nebraska (the "City"), for the City to undertake and carry out 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. Section 18-2109 of the Act requires that, prior to the preparation of a redevelopment plan for a redevelopment project, the City Council shall, by resolution, declare the area to be blighted and substandard;

d. At its regular City Council meeting on August 19, 2013, the City Council determined through the passage of Resolution No. 13-08-01 that the Redevelopment Area (as provided for in Resolution No. 13-08-01) should be declared blighted and substandard, and in need of redevelopment, as required by the Act;

e. The City Council has now reviewed and discussed an Amended Study of Blight and Substandard Conditions (the "Amended Blight Study") prepared by Charles K. Bunger, Attorney at Law;

f. The Amended Blight Study was forwarded to the Planning Commission of the City for its review and recommendation and the City Council reviewed the recommendation of the Planning Commission; and

g. The City Council desires to amend the boundaries of the Redevelopment Area by deleting certain residential properties as described on Attachment 1a which will result in the removal of those residential properties from the blighted and substandard designation.

#### Resolved that:

1. The boundaries of the Redevelopment Area are amended by deleting certain properties more particularly described on **Attachment 1a**. The deleted properties are no longer designated as blighted and substandard.

2. The Redevelopment Area, as amended (the "Amended Redevelopment Area"), continues to be blighted and substandard, and in need of redevelopment pursuant to the Act, in that conditions continue to exist in the Amended Redevelopment Area that meet the criteria set forth in Section 18-2103(11) of the Act, as described and set forth in the Amended Blight Study.

3. The Amended Redevelopment Area remains in need of redevelopment and is an eligible site for a redevelopment project under the provisions of the Act at the time of the adoption of any redevelopment plan with respect to the Amended Redevelopment Area.

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

**PASSED and APPROVED** on December \_\_\_\_, 2013.

---

Mayor

ATTEST:

---

City Clerk (Seal)

Blight Study Removal Area Description – (Sheldon Heights Area)

Beginning at the North Quarter corner of Section 24, Township 22 North, Range 55 West of the 6<sup>th</sup> P.M., Scotts Bluff County, Nebraska, thence southerly on the north-south centerline of Section 24, to the point of intersection with the centerline of the Winter's Creek Canal, thence westerly and northerly on the centerline of the Winter's Creek Canal, to the point of intersection with the centerline of East 27<sup>th</sup> Street, thence easterly on the centerline of East 27<sup>th</sup> Street, to the Point of Beginning.

G:\Jobs\RM130010-00 - Reganis Auto Center Site Work\Attachment 1a.docx

## **AMENDED STUDY OF BLIGHT AND SUBSTANDARD CONDITIONS**

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City of Scottsbluff, Nebraska

November 8, 2013

This report documents the existence of blighted and substandard conditions for an area in Scottsbluff, Nebraska (the “Study Area”). This Study Area includes single family residences, commercial businesses, a large underutilized retail center, a public parkway, several underdeveloped lots and several large areas that contain parcels that are neither subdivided nor developed. This study is intended to review the Study Area for eligibility (as blighted and substandard) pursuant to Section 18-2103 of Nebraska Revised Statutes, as contained in the Nebraska Community Development Law (the “Act”).

### **Removal of the Sheldon Heights Subdivision**

The Sheldon Heights Subdivision was originally included in this Study Area. The City requested that it be deleted from the Study Area and that the blighted and substandard designation on such properties be removed. The present Amended Study examines the Study Area without that subdivision. As specifically set out herein, there are sufficient substandard improvements (infrastructure) and blighting conditions remaining in the Study Area (as amended) to support this Amended Study’s conclusions. The conformance of the prior declaration to the Comprehensive Plan (as specifically enumerated below) is not altered by the deletion of the subdivision. In summary, while the age and condition of the public improvements in the subdivision certainly contributed to the original findings of the Study, its deletion does not invalidate the conclusion of this Amended Study.

### **Legal Description**

The Study Area (with the proposed deletion) is described on Exhibit A1, attached hereto and made a part hereof by this reference.

### **Relevant Nebraska Statutes**

The constitutional terms, “Substandard” and “Blighted” are statutorily defined in §18-2103, which are set out below:

(10) **Substandard areas** means an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, (which cannot be remedied through construction of prisons), and is detrimental to the public health, safety, morals, or welfare;

(11) **Blighted area** means an area, which

(a) by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility, or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use; and,

(b) in which there is at least one of the following conditions:

(i) Unemployment in the designated area is at least one hundred twenty percent of the state or national average;

(ii) the average age of the residential or commercial units in the area is at least forty years;

(iii) more than half of the plotted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time;

(iv) the per capita income of the area is lower than the average per capita income of the city or village in which the area is designated; or

(v) the area has had either stable or decreasing population based on the last two decennial censuses.

### **Analysis of Study Area**

This section reviews the land use, infrastructure, building and economic conditions found within the Study Area. A field survey was completed on June 13, 2013. The following section identifies such existing conditions and additional factors which contribute to a determination of a blighted and substandard condition. This initial analysis is based in part upon the observations during the field survey.

As previously set forth in Section 18-2103 (10), the factors which define a **substandard area** include a “preponderance of buildings or improvements, whether nonresidential or residential in character, which, by reason of” the following circumstances:

1. ***Dilapidation or Deterioration***

This subsection considers the improvements within the Study Area. The main infrastructure components include water, sewer, sidewalks, streets, curb and gutter, and accessibility. Public utilities can directly influence a community’s capacity for growth. If infrastructure improvements are outdated or unavailable, land development must await their installation or updating. While all the above mentioned criteria were evaluated, only some of those determined to contribute to the blight and substandard conditions for the Study Area need be considered here, as follows: the unimproved parcels (northeast of the intersection of East 27<sup>th</sup> Street and U.S. Highway 26) (a) is served by a dilapidated storm sewer structure requiring a new contained system to be installed to allow for its development; and, (b) contains a substantial amount or buried rubble from both buildings and broken infrastructure.

2. ***Age or Obsolescence***

The primary commercial use in Study Area #1 is a partially occupied shopping center, located generally at the southwest corner of the busy intersection of East 27<sup>th</sup> Street and U.S. Highway 26. This facility has consistently underperformed as a retail center since it was converted from its past use. There is still approximately 50% vacancy in the retail center. The retail center continues to experience economic obsolescence resulting in lower property and sales tax for the city. Furthermore, industry studies indicate that in order for a mall setting retail center to succeed, it must achieve critical mass by containing large anchor stores or a significantly more modern upgrade than the current facility exhibits. This type of investment will reasonably not occur unless there is significant public assistance through the redevelopment authority, or an alternative public type of re-use. Considering its prominent location, a successful redevelopment effort is critical. Without redevelopment of this structure and the surrounding area it will remain functionally and economically obsolete.

The majority of the buildings in the Study Area exceed forty 40 years in age. These include the majority, if not all, of the residences in the Study Area.

As previously set forth in Section 18-2103 (11), the factors which define a **blighted area** include:

(a) Any combination of the following factors which “substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability”, to wit:

*A substantial number of deteriorated or deteriorating structures, inadequate street layout, and the deterioration of improvements*

The deteriorated sewer improvements and buried structures described (as substandard above) also clearly fit within this definition. These continuing conditions and underuse of the properties will lead to further deterioration and the consequent emergence of conditions that constitute an economic liability, which both endanger property and are detrimental to the public welfare.

*Diversity of Ownership*

There are a significant number of different owners and parcels in the Study Area which contribute to the difficulty in developing a unified redevelopment strategy.

(b) the following conditions (from five objective criteria listed in the statute) are present, to wit:

*The average age of the residential or commercial units in the area is at least forty years*

As previously discussed, the majority of the buildings in the Study Area exceed forty (40) years in age.

*Decreasing Population*

The Study Area is located in a census tract in which the 2010 decennial census reports a decline of population (2943 people) from that reported in the 2000 decennial census (2972 people). Therefore, the Study Area has displayed a stable or decreasing population between the last two decennial censuses.



### **Conclusion of Blighted and Substandard Analysis**

Based on this analysis, the property within the Study Area meets the subjective criteria of both blighted and substandard conditions and displays the presence of at least two of the objective criteria required for a finding of blighted condition.

### **Conformance with the Comprehensive Plan**

A declaration of blighted and substandard conditions in the Study Area conforms with the City of Scottsbluff Comprehensive Plan because it:

- Is located in an area eligible for such declaration.
- Allows for incentives to keep the employment base and supporting commercial activity in an area currently served by major infrastructure.
- Provides for incentives to encourage the development of business parks rather than a continuation of “strip” commercial development.
- Is located along an existing major arterial between two major “Entrance Nodes”.
- Provides a financing tool for the development of a variety of additional housing units.

### **Blighted and Substandard Area Declaration**

**By virtue of the findings of this study, the Study Area (as amended) may retain the blighted and substandard designation, pursuant to the requirements of the Nebraska Community Development Law.**

**Planning Commission Minutes**  
**Regular Scheduled Meeting**  
**December 9, 2013**  
**Scottsbluff, Nebraska**

The Planning Commission of the City of Scottsbluff, Nebraska met in a regular scheduled meeting on Monday, December 9, 2013, 6:00 p.m. in the City Hall Council Chambers, 2525 Circle Drive, Scottsbluff, Nebraska. A notice of the meeting had been published in the Star-Herald, a newspaper of general circulation in the City, on November 29, 2013. 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 Planning Commission meeting should contact the Development Services Department, and that an agenda of the meeting kept continuously current was available for public inspection at Development Services Department office; provided, the City Planning Commission could modify the agenda at the meeting if the business was determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been delivered to each Planning Commission member. An agenda kept continuously current was available for public inspection at the office of the Development Services Department at all times from publication to the time of the meeting.

**ITEM 1:** Chairman, Becky Estrada called the meeting to order. Roll call consisted of the following members: Jim Zitterkopf, Dave Gompert, Angie Aguillo, Callan Wayman, Mark Westphal, Anita Chadwick, and Becky Estrada. Absent: Henry Huber and Dana Weber. City officials present: Annie Urdiales, Planning Administrator, and Gary Batt, Code Administrator II.

**ITEM 2:** Chairman Estrada informed all those present of the Nebraska Open Meetings Act and that a copy of such is posted on the bulletin board in the back area of the City Council Chamber, for those interested parties.

**ITEM 3:** Acknowledgment of any changes in the agenda: **Item 7A. Ordinance to vacate alley was withdrawn** from the agenda at the request of the property owner.

**ITEM 4:** Business not on agenda: None

**ITEM 5:** Citizens with items not scheduled on regular agenda: None

**ITEM 6:** The minutes of 11/12/13 were reviewed and approved. A motion was made to accept the minutes by Aguillo, and seconded by Gompert. "YEAS": Gompert, Zitterkopf, Aguillo, Wayman, Chadwick, Westphal, and Estrada. "NAYS": None. ABSTAIN: None. ABSENT: Huber and Weber. Motion carried.

**ITEM 7B:** The Planning Commission reviewed a Resolution to amend Blight and Substandard Area Study # 7. The resolution removes the Sheldon Heights Subdivision from the original study. When the plan was first reviewed by the Planning Commission at their meeting of August 12<sup>th</sup>, the subdivision was included in the area as homes in this subdivision are forty years or older and the streets are unpaved, which is part of the criteria used to proclaim an area as blighted and substandard, which then allows Tax Increment Funding (TIF) to be used for improvements. When the plan was approved by the City Council residents from the subdivision expressed opposition to being included in the Blighted and Substandard area. Dave Schaff, with M.C. Schaff and Associates answered questions as to why the residential area was included in the original study. When the study was done the intent was to include areas which would best benefit the most people in this area of the City and use TIF for redevelopment in several

50 areas. Sheldon Heights was included in the area as some homes are over forty years old and the streets  
51 are unpaved this also saved funds in the original study. Since the homeowners have expressed concerns  
52 over having the area designated as blighted and substandard, this was not the intent of the developer, a  
53 new study was done removing the Residential Subdivision and included more information on the old  
54 Maxwell property which will also meet the criteria needed for a Blighted and Substandard designation.  
55 If in the future the residential would like to use TIF funding they would have to do a separate study for  
56 their area. The question was asked why the Mall area was included in the study, with TIF the prospective  
57 new owners of the mall will benefit from the Tax Increment Financing if they chose to use this as a way  
58 to get more businesses interested in located in the empty areas in the Mall.

59  
60 The City Council will review the resolution and amended Blighted and Substandard Study of Area # 7,  
61 which will remove Sheldon Heights Subdivision from the original study area at their next Council  
62 meeting.

63  
64 **Conclusion:** A motion was made by Gompert and seconded by Westphal to make positive  
65 recommendation to Council to approve the Resolution and amended Survey Area # 7 Blighted and  
66 Substandard Study. "YEAS": Zitterkopf, Chadwick, Gompert, Wayman, Westphal, Aguillo, and  
67 Estrada. "NAYS": None. ABSTAIN: None. ABSENT: Huber, and Weber. Motion carried.

68  
69 There being no further business the Planning Commission with a motion to adjourn made by Aguillo and  
70 seconded by Chadwick the meeting was adjourned at 6:15 p.m. "YEAS": Wayman, Westphal, Aguillo,  
71 Chadwick, Zitterkopf, Gompert, and Estrada. NAYS: none. ABSENT: Huber, and Weber. Motion  
72 carried.

73  
74 \_\_\_\_\_  
75 Becky Estrada, Chairperson

76  
77 Attest: \_\_\_\_\_  
78 Annie Urdiales

From: Sheldon Heights Home Owners  
Scottsbluff, NE

December 12, 2013

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

Scottsbluff Planning Commission  
City of Scottsbluff, NE  
2525 Circle Drive  
Scottsbluff, NE 69361

RE: Proposed Development at 27<sup>th</sup> and Hwy 26  
Blighted and Substandard Designation  
Sheldon Heights Addition

It is our understanding that the City Council may be discussing the above references designated blighted and substandard area at their December 16, 2013 council meeting and that consideration will be to remove Sheldon Heights from that Blighted and Substandard area.

Changes in the Blighted and Substandard Designated area at this time, serves no benefit to the proposed developers, the City or Sheldon Heights. However, removal of Sheldon Heights will have negative impact on possible current and future funding opportunities for Sheldon Heights.

**We want to go on record to request that the Council NOT remove Sheldon Heights from the designated area at this time.**

Our request is based on strong verbal and verbal suggestions from the City Manager, Developers, and City Council to NOT be removed from the designated area to protect Sheldon Heights' rights and opportunities to be included in the planning and possible funding for street improvements under the proposed 27<sup>th</sup> Street/Hwy 26 project as well as other projects that may develop within the designated area.

It is our understanding that the scope of the current proposed 27<sup>th</sup> Street/Hwy 26 project has not been established and finalized and that there may be several development and funding options available under that project that could include benefits to Sheldon Heights - if it is kept in the designated area.

It is also our understanding that possible improvements at Monument Mall which are being considered at this time may generate excess tax revenues that could be used for improvements to Sheldon Heights - if it is kept in the designated area.

**We want to go on record to request that the Council NOT remove Sheldon Heights from the designated area at this time.**

Thank you for your understanding in this matter. We look forward to meeting with the City Council on December 16, 2013.

Respectfully Submitted on behalf of Sheldon Heights Home Owners



Larry McCaslin  
2601 Addison Ave  
(308)631-0875  
[ldmccaslin@gmail.com](mailto:ldmccaslin@gmail.com)  
[larry@mccaslinconsulting.com](mailto:larry@mccaslinconsulting.com)

cc: Rick Kuckkahn, City Manager

cc: Cindy Dickenson, City Clerk

cc: Annie Urdialis, Development Services Dir

# **City of Scottsbluff, Nebraska**

**Monday, December 16, 2013**

**Regular Meeting**

## **Item Resolut.7**

**Council to consider adoption of the amended pension plan documents for general employees and approve the Resolution.**

**Staff Contact: Jana Bode, HR Director**

**ADOPTION AGREEMENT**

**CITY OF SCOTTSBLUFF**

**GENERAL CITY EMPLOYEES' PENSION**

**PLAN AND TRUST**

**TO BE USED WITH  
BASIC MUNICIPAL EMPLOYEES PLAN AND TRUST AGREEMENT**

THIS IS TO CERTIFY THAT:

The following resolution was adopted by resolution by the City of Scottsbluff, Nebraska, by its City Council, at a meeting thereof duly called and held on \_\_\_\_\_, 20\_\_:

RESOLVED,

SECTION 1. Pursuant to Nebraska Statutes, Section 19-3501, the Mayor and Council of the City of Scottsbluff maintain the City of Scottsbluff General City Employees' Pension Plan and Trust, embodied in plan documents including an adoption agreement and basic plan document constituting an integral part thereof, as well as various amendments required by applicable law ("Plan").

SECTION 2. The Plan is required by applicable tax law to be amended and restated into a restated plan document incorporating prior amendments and changes to tax laws, regulations and other guidance, including the Pension Protection Act of 2006, Heroes, Earnings Assistance and Relief Tax Act of 2008, and Worker, Retiree, and Employer Recovery Act of 2008 and subsequent legislation. For this purpose, there has been presented to the City a proposed retirement plan and trust embodied in instruments entitled "Adoption Agreement" together with a "Basic Municipal Employees Plan and Trust Agreement" ("Basic Plan Document") as an integral part thereof (together the Adoption Agreement and Basic Plan Document sometimes are referred to herein together as "Agreements"), which Agreements have been reviewed by legal counsel for the City.

SECTION 3. The City does hereby approve and adopt said Agreements as the amendment and restatement of the Plan, and hereby makes the designations and elections with respect to the Plan as indicated in the Adoption Agreement, to be effective on the date(s) specified in the Adoption Agreement or Basic Plan Document.

SECTION 4. That the Mayor is authorized to execute said Adoption Agreement and Basic Plan Document on behalf of the City, and the City Manager is authorized and directed to provide the same to the Trustee (for its written acceptance, if determined necessary or appropriate), and if directed in this resolution or otherwise determined necessary or advisable, to cause said Agreements to be submitted, together with such

supporting data as may be necessary or advisable and applicable application fee, to the Internal Revenue Service for ruling as to whether the same complies with the pertinent provisions of the Internal Revenue Code of the United States and, in particular, Sections 401(a) and 501(a) thereof, with authority to make any changes in or to the designations, elections or provisions under or of said Adoption Agreement or Basic Plan Document and take such further actions as the City Manager determines necessary or appropriate to obtain a favorable ruling or as otherwise required for the qualified status of the Plan.

This Adoption Agreement is the Adoption Agreement referred to in the foregoing resolution, and the designations and elections hereinafter set forth are those made by the City in accordance with said resolution, to-wit:

**A. ESTABLISHMENT, EFFECTIVE DATE, AND CITY DATA:**

- (1) \_\_\_\_\_ establishes on \_\_\_\_\_, \_\_\_\_\_, a Retirement Plan and Trust to be known as \_\_\_\_\_

Plan and Trust ("Plan") effective \_\_\_\_\_, \_\_\_\_\_ (Effective Date).

OR

- (2) X amends, restates and continues the City of Scottsbluff General City Employees' Pension Plan and Trust, ("Plan"), originally established on December 26, 1969. This amendment and restatement is effective January 1, 2004, unless otherwise specified herein or in the Basic Plan Document or required under applicable law or regulations or guidance thereunder. (Supplemental Effective Date).

- (3) City's Address:  
Street: 2525 Circle Drive  
City, State, Zip Code: Scottsbluff, Nebraska 69361  
Attention: Jana Bode  
Telephone: (308) 630-6216

- (4) Retirement Committee: the Mayor, Finance Director, City Manager, and a representative as designated from time to time by the City Manager or City Manager's designee from each of the following departments: Administration, Development Services, Police General, Library, Park, Public Works, Environmental Services, Wastewater and Water, subject to such changes from time to time pursuant to Section 12.3 of the Basic Plan Document.

- (5) Plan Administrator: the City of Scottsbluff, with the exception of any administrative functions expressly delegated from time to time to the Retirement Committee herein or in or under the Basic Plan Document or otherwise by direction of the Mayor and City Council.

- (6) City's Taxpayer Identification No.: 47-6006350
- (7) City's Fiscal Year: October 1 – September 30
- (8) The Plan serial number ("PN") assigned to this Plan by the City for reporting and disclosure purposes is: 001
- (9) The last day of the Plan Year shall be December 31 and the Annual Valuation Date shall be December 31 [Sections 1.1.26 and 1.1.4]
- (10) The last day of the Plan's Limitation Year shall be December 31 [Section 1.1.20] *(All qualified retirement plans maintained by the City shall have the same Limitation Year.)*

## B. ELIGIBILITY REQUIREMENTS

- (1) **Age Requirement.** The minimum age which each Employee must attain before becoming a Participant in the Plan is age 21.
- (2) **Service Requirement.** To become a Participant in the Plan, each Employee must complete at least one (1) year(s) of Eligibility Service. *(Not Applicable for Police and Fire Plans. Not more than five (5) years for other Plans.)* If year(s) of service selected is or includes a fractional year, an Employee will not be required to complete any specified number of Hours of Service to receive credit for such fractional year.
- (3) The computation period for Eligibility Service will be *(Not Applicable for Fire and Police Plans)* Check One:
 

\_\_\_\_\_ as set forth in Section 1.1.9(a)(i), the year beginning with the date the Employee first performs an Hour of Service and then Plan Years.

X as set forth in Section 1.1.9(a)(ii), based upon years commencing on the date the Employee first performs an Hour of Service\* and anniversaries thereof.

Upon reemployment, former Participants shall again participate in the Plan under the immediate reentry rule of Section 2.2.

**\*See Section "S" below for special rule applicable to this Plan.**

- (4) Plan Entry Date shall be *(check one)*:



- \_\_\_ (a) the first day of service in Recognized Employment with the City (*Police and Fire Plans*).
- X (b) the first day of the month (specify period *e.g.*, the week, month, etc., but not more than six months) following the Employee's satisfaction of the Eligibility Requirements [*Section 2.1(d)*]
- \_\_\_ (c) the first day of the Plan Year in which the Employee first satisfies the Eligibility Requirements. [*Section 2.1(c)*]
- \_\_\_ (d) the first day of the first month or the first day of the seventh month of the Plan Year, whichever occurs first, following the Employee's satisfaction of the Eligibility Requirements. [*Section 2.1(b)*]
- \_\_\_ (e) Other \_\_\_\_\_

(5) **Recognized Employment.** Recognized Employment is service in the employment of the City in those job classifications indicated below (*place "X" on blank(s) indicating selection*): [*Section 1.1.30*]

- \_\_\_ (a) All Employees of the City employed as police officers.
- \_\_\_ (b) All Employees of the City employed as fire fighters.
- \_\_\_ (c) All Employees of the City as that term is defined in Section 1.1.10.
- \_\_\_ (d) All common law Employees of the City.
- \_\_\_ (e) Salaried Employees of the City.
- \_\_\_ (f) Hourly Employees of the City.
- \_\_\_ (g) Employees who are not covered by any retirement plan established by the City.
- X (h) Other (*specify*): Any Employee of the City who does not participate in any other retirement plan of the City that is intended to be qualified under Internal Revenue Code Section 401(a).

(6) **Participation Election:** (*check one*)

Employees and Participants

\_\_\_ have

X   do not have (*Police and Fire*)

a participation election provided in Section 3.3(b).

### C. MANDATORY EMPLOYEE CONTRIBUTIONS

*[Section 3.1]*

- (1) **Amount of Contribution.** The Employee contribution to the Trustee for each Plan Year shall be:

\_\_\_ (a) (i) Through September 30, 2013, a sum equal to six percent (6%) of his or her Salary,  
(ii) Beginning October 1, 2013 through September 30, 2015, a sum equal to six and one-half percent (6 ½ %) of his or her Salary, and  
(iii) Beginning October 1, 2015, a sum equal to seven percent (7%) of his or her Salary. (*Police*)

\_\_\_ (b) Six and one-half percent (6 1/2%) of his or her Salary. (*Fire*)

  X   (c) Other: 3% of each Participant's Recognized Compensation

- (2) **Employee Contributions:**

  X   shall (*Police and Fire*)

\_\_\_ shall not

be picked up by the City and treated as Employer contributions as permitted under Section 414(h) of the Code.

### D. VOLUNTARY EMPLOYEE CONTRIBUTIONS

  X   shall (*Police and Fire*)

\_\_\_ shall not

be permitted to the maximum amount allowed under the Internal Revenue Code.

Effective October 1, 2012, the City shall contribute an amount that is equal to each Participant's Voluntary Employee Contribution, not to exceed three percent (3.0%) of such Participant's Recognized Compensation.\*

**\*See Section "S" below for special rule applicable to this Plan.**

**E. ALLOCATION OF CITY CONTRIBUTIONS AND FORFEITURES**

*[Sections 3.2 and 6.4]*

- (1) **Amount of Contribution.** Subject to the limitations of Section 3, the City's contribution to the Trustee for each Plan Year shall be: *(Select one option only. Complete blanks as applicable.)*

- \_\_\_ (a) To the Employer Account of each Participant, a sum equal to 100% of the amounts deducted from the Participant's periodic Salary as Mandatory Employee Contributions above (effective April 16, 2012). *(Police)*
- \_\_\_ (b) Thirteen percent (13%) of each Participant's Salary. *(Fire)*
- X (c) Other: 3% of each Participant's Recognized Compensation, in addition to the City contribution effective October 1, 2012 with respect to Voluntary Employee Contributions, if any, as provided in Section D above.\*

**\*See Section "S" below for special rule applicable to this Plan.**

**Treatment of Forfeitures:** *(Select one unless Item I(2)(a) is elected in which case this provision does not apply.) [Sections 6.4.1 and 6.4.2]*

- \_\_\_ (a) Forfeitures shall first be used to pay administration costs of the Plan and then used to reduce City contributions. *(Police)*
- \_\_\_ (b) Forfeitures shall be allocated to the Unallocated Employer Account, and if the Unallocated Employer Account is sufficient to meet Plan liabilities, then forfeitures shall first be used to pay expenses of administration and then to reduce City contributions. *(Fire)*
- \_\_\_ (c) Forfeitures will be added to the City contribution for allocation.
- X (d) Forfeitures will reduce City contributions.
- (2) Is the Plan integrated with Social Security?
- \_\_\_ Yes X No *(Police and Fire)*

*(If yes, complete items E, 3-6 and 11; if no, complete items E, 7-11).*

*NOTE: Items E, 3-6 and 11 relate to an integrated plan. Contributions are allocated pursuant to Section 3 of the Plan.*

(3) "Recognized Compensation" shall be defined to mean all of each Participant's:  
(place "X" to indicate selection)

- ☐ (a) W-2 earnings; or,
- ☐ (b) Wages as defined in Code Section 3401(a); or
- ☐ (c) Compensation as that term is defined in Section 3.6.9(b)(i) of the Plan;
- ☐ (d) Provided, that Recognized Compensation defined in (a) through (c) shall include amounts described in Sections 3.6.9(b)(vi) and 3.6.9(b)-2 as "default provisions" unless otherwise elected below (select all that apply):
  - ☐ (1) Exclude leave cashouts and deferred compensation (Section 3.6.9(b)-3(b))
  - ☐ (2) Include military continuation payments (Section 3.6.9(b)-3(c))
  - ☐ (3) Include disability continuation payments (Section 3.6.9(b)-3(d)):
    - ☐ (a) For nonhighly compensated Employees only; or
    - ☐ (b) For all Employees and the salary continuation will continue for the following fixed or determinable period \_\_\_\_\_.
  - ☐ (4) Apply the administrative delay ("first few weeks") rule (Section 3.6.9(b)-4); and/or
  - ☐ (5) Include "deemed" section 125 compensation pursuant to 3.6.9(b)-vi.
- ☐ (e) Other \_\_\_\_\_

which is actually paid to the Participant during

- ☐ the Plan Year
- ☐ the taxable year ending with or within the Plan Year
- ☐ the Limitation Year ending with or within the Plan Year.

\_\_\_ a consecutive 12-month period ending with or within the Plan Year beginning with the \_\_\_ day of \_\_\_\_\_(*enter month*).

#### Recognized Compensation

\_\_\_ shall include

\_\_\_ shall not include

Employee contributions picked up by the City under Section 414(h), and City contributions made pursuant to a salary reduction agreement which are not includable in the gross income of the Employee under Sections 125, 132(f)(4), 402(e)(3), 402(h), 403(b) or 457 of the Code.

- (4) If an Employee participates in the Plan for only a portion of the year, his Recognized Compensation for the year [*check one*]:

\_\_\_ shall

\_\_\_ shall not

include otherwise Recognized Compensation during the portion of the year during which he was not a Participant in the Plan.

- (5) "Integration Level" is defined as (*place "X" next to definition selected and complete appropriate blanks*)

\_\_\_ (a) For any Plan Year, an amount equal to \$\_\_\_\_\_(*insert stated dollar amount not to exceed the Taxable Wage Base in effect at the beginning of the Plan Year*).

\_\_\_ (b) For any Plan Year, an amount equal to \_\_\_% (*not more than 100%*) of the Taxable Wage Base in effect at the beginning of the Plan Year.

\_\_\_ (c) For any Plan Year, an amount equal to the lesser of: (i) \$\_\_\_\_\_(*insert stated dollar amount*); or (ii) the Taxable Wage Base in effect beginning at the Plan Year.

- (6) Participants who have been credited with a Year of Service for a Plan Year but who terminate employment before the last day of the Plan Year (check one) :

\_\_\_ shall

\_\_\_ shall not

share in the City contribution and reallocation of the forfeitures for that Plan Year. If shall not is elected, designate any exceptions that apply:

- ☐ death
- ☐ retirement at or after Normal Retirement Date
- ☐ disability.

*NOTE: Items E, 7-11 relate to a nonintegrated plan. Contributions are allocated directly on Recognized Compensation. (Section 3.3(b)).*

- (7) Subject to limitations in Item (7) or (8) or as otherwise provided in Section 1 of the Basic Plan Document, "Recognized Compensation" shall be defined to mean all of each Participant's (*place "X" to indicate selection, check only one*)

- ☐ (a) W-2 earnings;
- ☐ (b) Wages as defined in Code Section 3401(a); or
- ☒ (c) Compensation as that term is defined in Section 3.6.9(b)(i) of the Plan;
- ☐ (d) Provided, that Recognized Compensation defined in (a) through (c) shall include amounts described in Sections 3.6.9(b)(vi) and 3.6.9(b)-2 as "default provisions" unless otherwise elected below (*select all that apply*):
  - ☐ (1) Exclude leave cashouts and deferred compensation (*Section 3.6.9(b)-3(b)*)
  - ☐ (2) Include military continuation payments (*Section 3.6.9(b)-3(c)*)
  - ☐ (3) Include disability continuation payments (*Section 3.6.9(b)-3(d)*):
    - ☐ (a) For nonhighly compensated Employees only; or
    - ☐ (b) For all Employees and the salary continuation will continue for the following fixed or determinable period \_\_\_\_\_.
  - ☐ (4) Apply the administrative delay ("first few weeks") rule (*Section 3.6.9(b)-4*); and/or
  - ☒ (5) Include "deemed" section 125 compensation pursuant to 3.6.9(b)-vi.

\_\_\_\_ (e) Salary as that term is defined in Section 1.1.36(a) of the Plan (*Police*);

\_\_\_\_ (f) Salary as that term is defined in Section 1.1.36(b) of the Plan (*Fire*); or

\_\_\_\_ (f) Other

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which is actually paid to the Participant during

  X   the Plan Year.

\_\_\_\_ the taxable year ending with or within the Plan year.

\_\_\_\_ the Limitation Year ending with or within the Plan year.

Recognized compensation (*Police and Fire Plans see definition of "Salary" in Section 1.1.36 of the Basic Plan Document*)

  X   shall include

\_\_\_\_ shall not include

Employee contributions picked up by the City pursuant to Section 414(h), and City contributions made pursuant to a salary reduction agreement which are not includable in the gross income of the Employee under Sections 125, 132(f)(4), 402(e)(3), 402(h), 403(b) or 457 of the Code.

(8) "Recognized Compensation" shall not include: (*place "X" to indicate exclusion(s) and complete blank, if applicable*) *N/A*

\_\_\_\_ (a) overtime, shift, holiday and vacation pay

\_\_\_\_ (b) bonuses

\_\_\_\_ (c) commissions, but not more than the first \$\_\_\_\_\_ thereof (*insert dollar limitation desired, if any*)

\_\_\_\_ (d) overtime, callback pay, clothing allowances and other such benefits reported on Employee federal withholding statement (*Fire*).

(9) If an Employee participates in the Plan for only a portion of the year, his Recognized Compensation for the year [*check one*]:

\_\_\_ shall

X shall not

include otherwise Recognized Compensation during the portion of the year during which he was not a Participant in the Plan.

- (10) Participants who have been credited with a Year of Service for a Plan Year but who terminate employment before the last day of the Plan Year. (*Check one*):

X shall (*Police and Fire*)

\_\_\_ shall not

share in the City contribution and reallocation of forfeitures for that Plan Year. If shall not is elected, designate any exceptions that apply:

\_\_\_ death

\_\_\_ retirement at or after their Normal Retirement Date

\_\_\_ disability

- (11) Forfeitures will be reallocated [*Sections 6.4.2 and 6.4.3*]

\_\_\_ as of the following Valuation Date

X after a Participant incurs 5 consecutive One Year Breaks in Service or his Account is no longer subject to restoration.

**F. INTEREST N/A**

\_\_\_ shall

\_\_\_ shall not

be paid on Employer Contributions pursuant to Section 3.2(a)(ii) of the Plan.

**G. WITHDRAWAL OF PRIOR VOLUNTARY CONTRIBUTIONS**

If this Plan or a predecessor plan previously permitted Voluntary Contributions, Participants:

\_\_\_ are



X are not (effective August 17, 2004)

permitted to withdraw their voluntary contributions before an Event of Maturity.  
[Section 7.9]

## H. ROLLOVERS

(1) Rollover contributions by Participants [Section 3.5]

X are permitted as specified in Section 3.5. In addition to the plans specified in Section 3.5, rollover contributions and direct rollovers may be made from the following types of plans as of the specified effective date(s) (*specify all that apply*):

X (a) annuity contract described in Code section 403(b), effective for distributions after \_\_\_\_\_ (December 31, 2001 if no date specified)

X (b) eligible plan under Code section 457(b) which is maintained by a state or political subdivision of a state, or agency or instrumentality of a state or political subdivision of a state, effective for distributions after \_\_\_\_\_ (December 31, 2001 if no date specified)

\_\_\_\_\_ Including after-tax employee contributions from the plans or contracts checked above, with separate accounting required for amounts includible and not includible in gross income (select if applicable).

\_\_\_\_\_ are not permitted

(2) Eligible rollover distribution [Section 7.12]

\_\_\_\_\_ must

X need not

be distributions that are reasonably expected to total \$200 or more during a year.

## I. VESTING OF REGULAR ACCOUNTS

[Section 5]

(1) **Employee Accounts:** Each Employee is fully vested in his or her Employee Account at all times.

(2) **Employer Accounts:** Each Participant's Employer Account shall become Vested in him as follows (*place "X" next to formula selected and complete appropriate blanks*):

\_\_\_ (a) **Full and Immediate Vesting.** Each Employer Account shall be fully Vested in him at all times.

X (b) **Graded Vesting.** Each Participant's Employer Account shall be vested in him in accordance with the following schedule (*Choose One*):

When the Participant Has Completed  
the Following Vesting Service:

The Vested Portion of  
His Regular Account  
Will Be:\*

\_\_\_ (i) **Five Year Vesting:**

Less than 1 year	___ %
1 year but less than 2 years	___ %
2 years but less than 3 years	___ %
3 years but less than 4 years	___ %
4 years but less than 5 years	___ %
5 years or more	100 %

X (ii) **Seven Year Vesting\*:**

Less than 1 year	0 %
1 year but less than 2 years	0 %
2 years but less than 3 years	0 %
3 years but less than 4 years	0 %
4 years but less than 5 years	40 %
5 years but less than 6 years	60 %
6 years but less than 7 years	80 %
7 years or more	100 %

\_\_\_ (iii) **Seven Year Special Vesting (Fire):**

Less than 4 years	___ %
4 years but less than 5 years	___ %
5 years but less than 6 years	___ %
6 years but less than 7 years	___ %
7 years or more	___ %

____ (iv)	<u>Ten Year Vesting</u> <u>Amended to Seven</u> <u>Year Vesting (Police):</u>	Through June 30, 2012 <u>(10 Yr. Graded)</u>	Beginning July 1, 2012 <u>(7 Yr. Graded)</u>
	Less than 2 years	0%	0%
	2 years but less than 3 years	0%	40%
	3 years but less than 4 years	0 %	40%
	4 years but less than 5 years	40 %	60%
	5 years but less than 6 years	50 %	80%
	6 years but less than 7 years	60 %	80%
	7 years but less than 8 years	70 %	100%
	8 years but less than 9 years	80 %	
	9 years but less than 10 years	90 %	
	10 years or more	100 %	

**\*See Section "S" below for special rule applicable to this Plan.**

- (3) In determining a Participant's Plan Years of Service, the following periods shall be disregarded: *[Section 1.1.44] (Not Applicable for Police and Fire Plans). N/A*

\_\_\_Yes \_\_\_No Plan Years prior to the Effective Date of this Plan or a predecessor Plan. *[Yes, 1.1.44(c); No, Section 1.1.44(c)]*

\_\_\_Yes \_\_\_No Plan Years completed prior to the date upon which the Participant attained age \_\_\_\_years. *(Insert age, but not greater than age 18.) [Section 1.1.44(e)]*

- (4) Notwithstanding any of the foregoing, each Participant's Employer Account shall be 100% Vested in him upon his attainment of:

\_\_\_ (a) 60 (Police)

\_\_\_ (b) 55 (Fire)

X (c) Other 65

years of age while in the employment of the City (as a police officer, if this is a Police Plan). *(If no age is entered, it will be assumed Normal Retirement Date was intended.)*

*[Section 5.1.2]*

- (5) Normal Retirement Date is: *(place "X" next to choice selected)*

[Section 1.1.22]

- X (a) The Participant's 65th birthday.
- \_\_\_ (b) The Participant's 65th birthday or, if later, the 5th anniversary of the date the Participant first becomes a Participant.
- \_\_\_ (c) Age \_\_\_ years (60 for Police; 55 for Fire; Otherwise not greater than the Participant's 65th birthday and not less than age 55.)
- (6) Early Retirement Date is age N/A years. (Specify age. In-service distribution upon attaining early retirement date is not allowed for a pension plan. Also, this provision is not applicable for Police/Fire Plans – see Section 1.1.34 of Basic Plan for definition of Early Retirement Date for Police or Fire Plan.)
- (7) An Employee who returns to employment of the City in Covered Employment after terminating service
- X shall
- \_\_\_ shall not
- be permitted to restore his or her Employer Account to the amount on the date of distribution. (Section 5.1.3 or 6.4.4)

**J. INVESTMENT DIRECTIONS**

- (1) Participants:
- \_\_\_ are
- X are not
- permitted to direct the investment of a portion of their accounts into life insurance.

[Section 10.10]

- (2) Participant Account Investment Direction [Section 10.11.2]
- (a) Participants:
- X are
- \_\_\_ are not
- permitted to direct the investment of their:

X Employee Accounts (*Required of Police and Fire Plans*)

X Employer Accounts (*Permitted for all types of plans, with the exception of pre-1984 contributions under Police and Fire Plans, and the Employer Account of pre-1984 hires under Fire Plans.*)

The City agrees to indemnify the Trustee and hold it harmless for the Trustee's actions taken pursuant to such direction. (*Sections 1.1.35, 4.3 and 10.11*)

(b) Separate Investment Accounts (*Police*)

The City

X may

\_\_\_ may not

direct the establishment of separate investment accounts for each Participant to allow each Participant to direct the investment of all or a portion of his or her Employee or Employer Account

If in the affirmative, enter name or title of person (or committee) authorized to communicate such directions to the Trustee: Retirement Committee. Such directions shall be in writing and the City agrees to indemnify the Trustee and hold it harmless for the Trustee's actions taken pursuant to such directions.

(3) Investment Direction [*Sections 4.3, 10 and 12*]

(a) The

\_\_\_ City

\_\_\_ may

\_\_\_ may not

X Retirement Committee (*Police and Fire*)

X may

\_\_\_ may not

direct the Trustee in the investment management of Plan assets.

(4) Participant Loans: *[Section 10.13]*

\_\_\_ are permitted

X are not permitted

**K. INTERNAL REVENUE CODE SECTION 415 LIMITATIONS**

*[Section 3.6]*

If the City maintains or ever has maintained another qualified plan in which any Participant in this Plan is (or was) a Participant or could possibly become a Participant, the City must complete this Section. City must also complete this Section if it maintains a welfare benefit fund, as defined in Code section 419(e), an individual medical account, as defined in Code section 415(1)(2), or simplified employer pension, as defined in Code section 408(k) under which amounts are treated as annual additions with respect to any Participant in this Plan. (*Designate whether (1) or (2) applies, and complete as appropriate.*)

If a Participant is covered by another qualified plan maintained by the City:

X (1) the provisions of Sections 3.6.4 through 3.6.9 will apply;

OR

\_\_\_ (2) set forth the method under which the Plans will limit total annual additions or distributions to the maximum permissible amount or benefit, as applicable, and will properly reduce any excess amounts or benefits, in a manner that precludes City discretion.

\_\_\_\_\_  
(Use additional continuation pages if alternative limitation rules are to be specified.)

415 Compensation. The definition of Compensation for Code section 415 purposes shall be 415 Safe Harbor Compensation defined in section 3.6.9(b)i of the Plan, unless an alternative definition of compensation is elected below pursuant to section 3.6.9(b)ii of the Plan (*select desired alternative definition*):

\_\_\_ (1) W-2 Wages; or

\_\_\_ (2) Section 3401(a) Wages

Modifications to 415 Compensation – Compensation for 415 purposes shall include amounts described in Sections 3.6.9(b)-2 and 3.6.9(b)(vi) as “default provisions” unless otherwise elected below (*select all that apply*).

- \_\_\_\_\_ (1) Exclude leave cashouts and deferred compensation (*Section 3.6.9(b)-3(b)*)
- \_\_\_\_\_ (2) Include military continuation payments (*Section 3.6.9(b)-3(c)*)
- \_\_\_\_\_ (3) Include disability continuation payments (*Section 3.6.9(b)-3(d)*)
  - \_\_\_\_\_ (a) For nonhighly compensated Employees only
  - \_\_\_\_\_ (b) For all Employees and the salary continuation will continue for the following fixed or determinable period \_\_\_\_\_.
- \_\_\_\_\_ (4) Apply the administrative delay ("first few weeks") rule (*Section 3.6.9(b)-4*)
- X   (5) Include "deemed" section 125 compensation pursuant to 3.6.9(b)-vi, effective for limitation years beginning on or after January 1, 1998.

**L. CREDITING SERVICE** (*Complete (1) and (2), as appropriate.*)

- X   (1) **Hours of Service Method.** [*Section 1.1.18*] Except as provided in (2) below, for the purpose of determining an Employee's One-Year Breaks in Service [*Section 1.1.23*], Vesting Service [*Section 1.1.44*], Eligibility Service [*Section 1.1.9*] and minimum annual service requirement to share in the City contribution made for a Plan Year [*Section 3.3*], service will be determined by reference to Hours of Service according to the following: (*check one*)
  - X   (a) On the basis of the actual recorded hours for which an Employee is paid or entitled to payment.
  - \_\_\_\_\_ (b) On the basis that, without regard to his actual recorded hours, an Employee shall be credited with 10 Hours of Service for a day if under Section 1.1.18 such Employee would be certified with at least one hour of service during that day.
  - \_\_\_\_\_ (c) On the basis that, without regard to his actual recorded hours, an Employee shall be credited under 45 Hours of Service for a calendar week if under Section 1.1.18 such Employee would be credited with at least One Hour of Service during that calendar week.
  - \_\_\_\_\_ (d) On the basis of semimonthly payroll periods, an Employee shall be credited with 95 Hours of Service for a semi-monthly payroll period if under Section 1.1.18 such Employee would be credited with at least one Hour of Service during that semimonthly payroll period.
  - \_\_\_\_\_ (e) On the basis that, without regard to his actual recorded hours, an Employee shall be credited with 190 Hours of

Service for a calendar month if under Section 1.1.18 such Employee would be credited with at least one Hour of Service during that calendar month.

- \_\_\_ (2) **Elapsed Time Method.** [Section 1.2] Notwithstanding (1) above, service will be credited based upon elapsed time for the following purposes: *(check as appropriate)*
- \_\_\_ (a) None
- \_\_\_ (b) All
- \_\_\_ (c) Eligibility (and Eligibility Breaks in Service)
- \_\_\_ (d) Vesting (and Vesting Breaks in Service)(*Police and Fire*)
- \_\_\_ (e) Minimum Service for benefit accrual for a Plan Year

## M. INVESTMENTS

[Section 10.14(p)]

- (1) All funds of a Plan for police officers or fire fighters must be invested pursuant to the policies established by the Nebraska Investment Council.
- (2) The Trustee's collective investment fund or funds are incorporated by reference into this Agreement, as indicated in Appendix "C" of the Basic Municipal Employees Plan and Trust, or otherwise agreed by the parties in writing from time to time.
- (3) The Trustee is hereby specifically authorized and empowered to invest Plan assets in deposit accounts of Wells Fargo Bank N.A. which bear a reasonable rate of interest and securities offered by Wells Fargo Bank N.A. (*name of Trustee or financial institution*). Such specification shall be permitted in any other applicable document related to funding the Plan, which document shall be incorporated herein by this reference.

[Section 4.2]

- (4) **Intermediate Valuation of Accounts.** Participant accounts will be valued for investment purposes as follows: *(select one)*
- \_\_\_ (a) Annually
- \_\_\_ (b) Semi-annually



- ☐ (c) Quarterly
- ☐ (d) Monthly
- ☒ (e) Daily

#### **N. ACCELERATED DISTRIBUTIONS**

The following optional provisions for accelerated distributions may be made available to Plan Participants: *(Select as many as shall apply. Not applicable for Police and Fire Plans; and (1) through (4) not applicable if the Plan is a pension plan.) [Section 14]*

- ☐ (1) Medical emergency
- ☐ (2) Financial hardships
- ☐ (3) Education expenses
- ☐ (4) Purchase of home
- ☒ (5) After Normal Retirement Date

#### **O. OPTIONAL FORMS OF DISTRIBUTION**

The optional forms of benefit payment provided by this Plan are: *(Select as many as apply. If the requirements of Code section 411(d)(6) are applicable (which is not the case if this Plan is a government plan within the meaning of Code section 414(d)), the City may not eliminate optional forms of payment for benefits which have accrued prior to the date of Plan amendment unless said requirements are satisfied.)*

- ☒ (1) a single sum
- ☒ (2) straight life annuity
- ☐ (3) straight life annuity with a guarantee of at least 60 monthly payments
- ☒ (4) annuity payable for life of Participant and annuity to surviving beneficiary of 100%, 75% or 50% as elected by the City.
- ☐ (5) a combination of (1) through (4)
- ☐ (6) if this Plan is a transferee plan, an optional form of distribution provided under the transferor plan which is required to be preserved under Code

section 411(d)(6) (and the regulations issued thereunder – which is not the case if this is a government plan under Code section 414(d)) with respect to accrued benefits of any Participant as of the date of transfer. *(Indicate name of transferor plan and date on which prior accrued benefit distribution options are protected)* \_\_\_\_\_

X (7) Other (Describe): Single sum paid in-kind.

**P. MANDATORY DISTRIBUTION ALTERNATIVES** (Section 5.1.3(a)(ii))

The following election is made in lieu of the provisions of Section 5.1.3(a)(ii) reducing the mandatory cash out amount to an amount equal to or less than \$1,000 (*select one*):

\_\_\_\_ (1) Elimination of Mandatory Cash-Outs. An Employee's Vested Retirement Value will not be distributed upon the Employee's termination of service without the Employee's prior written consent, regardless of amount.

X (2) Increase Mandatory Cash Out Amount. Upon termination of service, the Employee's Vested Retirement Value will be automatically distributed without the Employee's consent if the Vested Retirement Value is less than \$3,500 (or not in excess of \$5,000 for plans other than Police or Fire Plans). Said distribution, if greater than \$1,000, will be paid in a direct rollover to an "individual retirement plan" designated by the Plan Administrator if the Employee does not elect to have the distribution paid in a direct rollover directly to an "eligible retirement plan" specified by the Employee in accordance with direct rollover provisions of the Plan, or to receive the distribution directly.

**Q.** The City shall periodically pay to the Trustee a fee for services rendered according to the Trustee Fee Schedule attached to the Basic Municipal Employees Plan and Trust Agreement as Appendix A or otherwise agreed to by the parties, as incorporated herein by this reference as amended from time to time. The terms of any agreement adopted and executed by the City and Trustee separate and apart from this document and defining rights and duties of the parties to said agreement shall be supplemental and additional to, and incorporated by reference into, this document to the extent not contrary to terms contained herein; and the same, if entered before the date of this Adoption Agreement, shall continue and remain in effect. If any terms of any such separate trust document conflict with the terms of this document, the terms of this document shall control.

**R. INITIAL DEPOSIT**

In the case of establishment of a new Plan, the City hereby delivers to the Trustee the sum of \$ N/A as its initial deposit to establish the Trust, and receipt of the stated sum is hereby acknowledged by the Trustee.

**S. SUPPLEMENTAL ELECTIONS, INFORMATION AND PROVISIONS**

Pursuant to Section 1.6 of the Basic Plan Document, the following elections, information and provisions are hereby made, provided and specified and shall be incorporated into and become a part of this Plan notwithstanding any other provision of this Adoption Agreement or the Basic Plan Document to the contrary:

Adoption Agreement B(3) & Basic Plan Document 1.1.9 “Eligibility Service”; and Adoption Agreement I(2)(b)(ii) and Basic Plan Document 1.1.43 “Vesting Service”:

A measure of an Employee’s service with the Employer (stated as number of years) shall be equal to the number of computation periods in which the Employee completes 37 or more Hours of Service per week for at least 48 weeks (totaling 1,776 or more Hours of Service)..

Basic Plan Document 1.1.33 “Retirement Committee”:

The Retirement Committee shall consist of ten (10) members who shall be elected to service for 1, 2 or 3 year terms.

Adoption Agreement D & Basic Plan Document 3.1(b) & 7.9 “Voluntary Employee Contributions”:

A Participant may make a Voluntary Employee Contribution for a particular Plan Year not later than thirty (30) days after the end of that Plan Year. Before August 17, 2004, Participants were permitted to withdraw Voluntary Employee Contributions from time to time; provided, however, if a Participant made such a withdrawal during a Plan Year, the Participant was not permitted to make any additional withdrawals or voluntary contributions for that Plan Year.

Adoption Agreement D: Before October 1, 2012, the City shall contribute an amount equal to one-half (1/2) of each Participant’s Voluntary Employee Contribution, not to exceed one and one-half percent (1.5%) of such Participant’s Recognized Compensation.

Adoption Agreement E: Before October 1, 2012, “E(1)(c)” read as follows:  
“Other: 3% of each Participant’s Recognized Compensation”.

**T.** The completion of this Adoption Agreement creates certain legal relationships and responsibilities. Accordingly, your legal counsel should review the Plan and Trust prior to the execution of this document so as to insure the suitability of the Plan and Trust for your City.

The City acknowledges that it has consulted with and has been advised by its attorney(s) with respect to the effect of entering this Plan and executing this Adoption Agreement.

Terms used in this Adoption Agreement which are defined in the Plan shall have the meaning given them in the Plan.

The City hereby agrees to the provisions of this Plan and Trust, and, in witness whereof, the City and the Trustee have caused this Agreement to be executed on the date(s) set forth below.

THE CITY OF SCOTTSBLUFF, NEBRASKA

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

## NOTICE TO ADOPTING CITY

Failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

You may contact a Wells Fargo Bank representative at Wells Fargo Center, 4<sup>th</sup> Floor, P.O. Box 82408, Lincoln, Nebraska 68501-2408 or by calling (800)729-5882.

In order to obtain reliance with respect to Plan qualification, the City, upon adopting and executing this Plan, must apply to the Employee Plans Determinations of the Internal Revenue Service for a determination letter.

This Adoption Agreement may only be used with the Basic Municipal Employees Plan and Trust Agreement.

CITY OF SCOTTSBLUFF, NEBRASKA, Employer

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

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

\_\_\_\_\_  
Title

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

WELLS FARGO BANK, Trustee

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

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

\_\_\_\_\_  
Title

Date \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SCOTTSBLUFF, NEBRASKA TO AMEND AND RESTATE THE CITY OF SCOTTSBLUFF GENERAL CITY EMPLOYEES' PENSION PLAN AND TRUST, AND TO AUTHORIZE FURTHER ACTIONS.

BE IT RESOLVED:

SECTION 1. Pursuant to Nebraska Statutes, Section 19-3501, the Mayor and Council of the City of Scottsbluff maintain the City of Scottsbluff General City Employees' Pension Plan and Trust, embodied in plan documents including an adoption agreement and basic plan document constituting an integral part thereof, as well as various amendments required by applicable law ("Plan").

SECTION 2. The Plan is required by applicable tax law to be amended and restated into a restated plan document incorporating prior amendments and changes to tax laws, regulations and other guidance, including the Pension Protection Act of 2006, Heroes, Earnings Assistance and Relief Tax Act of 2008, and Worker, Retiree, and Employer Recovery Act of 2008 and subsequent legislation. For this purpose, there has been presented to the City a proposed retirement plan and trust embodied in instruments entitled "Adoption Agreement" together with a "Basic Municipal Employees Plan and Trust Agreement" ("Basic Plan Document") as an integral part thereof (together the Adoption Agreement and Basic Plan Document sometimes are referred to herein together as "Agreements"), which Agreements have been reviewed by legal counsel for the City.

SECTION 3. The City does hereby approve and adopt said Agreements as the amendment and restatement of the Plan, and hereby makes the designations and elections with respect to the Plan as indicated in the Adoption Agreement, to be effective on the date(s) specified in the Adoption Agreement or Basic Plan Document.

SECTION 4. That the Mayor is authorized to execute said Adoption Agreement and Basic Plan Document on behalf of the City, and the City Manager is authorized and directed to provide the same to the Trustee (for its written acceptance, if determined necessary or appropriate), and if directed in this resolution or otherwise determined necessary or advisable, to cause said Agreements to be submitted, together with such supporting data as may be necessary or advisable and applicable application fee, to the Internal Revenue Service for ruling as to whether the same complies with the pertinent provisions of the Internal Revenue Code of the United States and, in particular, Sections 401(a) and 501(a) thereof, with authority to make any changes in or to the designations, elections or provisions under or of said Adoption Agreement or Basic Plan Document and take such further actions as the City Manager

determines necessary or appropriate to obtain a favorable ruling or as otherwise required for the qualified status of the Plan.

PASSED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2013.

CITY OF SCOTTSBLUFF

\_\_\_\_\_  
Mayor

ATTEST:

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

# **City of Scottsbluff, Nebraska**

**Monday, December 16, 2013**

**Regular Meeting**

## **Item Resolut.8**

**Council to consider adoption of the amended pension plan for police employees and approve the Ordinance.**

**Staff Contact: Jana Bode, HR Director**



**ADOPTION AGREEMENT**  
**CITY OF SCOTTSBLUFF,**  
**NEBRASKA POLICE OFFICERS' RETIREMENT**  
**PLAN AND TRUST**  
**TO BE USED WITH**  
**BASIC MUNICIPAL EMPLOYEES PLAN AND TRUST AGREEMENT**

THIS IS TO CERTIFY THAT:

The following was adopted by Ordinance by the City of Scottsbluff, Nebraska, by its City Council, at a meeting thereof duly called and held on \_\_\_\_\_, 20\_\_:

SECTION 1. Pursuant to Nebraska Statutes, Sections 16-1001 through and including 16-1019 ("Police Retirement Plan Statutes"), the City maintains the City of Scottsbluff, Nebraska Police Officers' Retirement Plan and Trust embodied in plan documents including an adoption agreement and basic plan document constituting an integral part thereof, as well as various amendments required by applicable law ("Plan").

SECTION 2. The Plan is required by applicable tax law to be amended and restated into a restated plan document incorporating prior amendments and changes to tax laws, regulations and other guidance, including the Pension Protection Act of 2006, Heroes, Earnings Assistance and Relief Tax Act of 2008, and Worker, Retiree, and Employer Recovery Act of 2008, as well as changes to the Police Retirement Plan Statutes. For this purpose, there has been presented to the City a proposed retirement plan and trust embodied in instruments entitled "Adoption Agreement" together with a "Basic Municipal Employees Plan and Trust Agreement" ("Basic Plan Document") as an integral part thereof (together the Adoption Agreement and Basic Plan Document sometimes are referred to herein together as "Agreements"), which Agreements have been reviewed by legal counsel for the City.

SECTION 3. The City does hereby approve and adopt said Agreements as the amendment and restatement of the Plan, and makes the designations and elections with respect to the Plan as indicated in the Adoption agreement, to be effective on the date(s) specified in the Adoption Agreement or Basic Plan Document.

SECTION 4. That the Mayor is authorized to execute said Adoption Agreement and Basic Plan Document on behalf of the City, and the City Manager is authorized and directed to provide the same to the Trustee (for its written acceptance, if determined necessary or appropriate), and if directed in this Ordinance or otherwise determined necessary or advisable, to cause said Agreements to be submitted, together with such supporting data as may be necessary or advisable and applicable application fee, to the

Internal Revenue Service for ruling as to whether the same complies with the pertinent provisions of the Internal Revenue Code of the United States and, in particular, Sections 401(a) and 501(a) thereof, with authority to make any changes in or to the designations, elections or provisions under or of said Adoption Agreement or Basic Plan Document and take such further actions as the City Manager determines necessary or appropriate to obtain a favorable ruling or as otherwise required for the qualified status of the Plan.

This Adoption Agreement is the Adoption Agreement referred to in the foregoing Ordinance, and the designations and elections hereinafter set forth are those made by the City in accordance with said Ordinance, to-wit:

**A. ESTABLISHMENT, EFFECTIVE DATE, AND CITY DATA:**

- (1) \_\_\_\_\_ establishes on \_\_\_\_\_, \_\_\_\_\_, a Retirement Plan and Trust to be known as \_\_\_\_\_  
\_\_\_\_\_  
Plan and Trust ("Plan") effective \_\_\_\_\_, \_\_\_\_\_ (Effective Date).  
  
OR
- (2)   X   amends, restates and continues the City of Scottsbluff, Nebraska Police Officers' Retirement Plan and Trust, ("Plan"), originally established on January 1, 1984. This amendment and restatement is effective January 1, 2004, unless otherwise specified herein or in the Basic Plan Document or required under applicable law or regulations or guidance thereunder. (Supplemental Effective Date).
- (3) City's Address:  
Street: 2525 Circle Drive  
City, State, Zip Code: Scottsbluff, Nebraska 69361  
Attention: Jana Bode  
Telephone: (308) 630-6216
- (4) Retirement Committee: the Mayor, the City Manager, Bobbi Kuhlman, Joseph Rohrer, Rob Kiesel, and Peter Wysocki, subject to such changes from time to time pursuant to Section 12.3(i) of the Basic Plan Document.
- (5) Plan Administrator: the City of Scottsbluff, with the exception of any administrative functions expressly delegated from time to time to the Retirement Committee herein or in or under the Basic Plan Document or otherwise by direction of the Mayor and City Council.
- (6) City's Taxpayer Identification No.: 47-6006350
- (7) City's Fiscal Year: October 1 – September 30

- (8) The Plan serial number ("PN") assigned to this Plan by the City for reporting and disclosure purposes is: 002
- (9) The last day of the Plan Year shall be December 31 and the Annual Valuation Date shall be December 31 [Sections 1.1.26 and 1.1.4]
- (10) The last day of the Plan's Limitation Year shall be December 31 [Section 1.1.20] (All qualified retirement plans maintained by the City shall have the same Limitation Year.)

## B. ELIGIBILITY REQUIREMENTS

- (1) **Age Requirement.** The minimum age which each Employee must attain before becoming a Participant in the Plan is age N/A.
- (2) **Service Requirement.** To become a Participant in the Plan, each Employee must complete at least N/A year(s) of Eligibility Service. (Not Applicable for Police and Fire Plans. Not more than five (5) years for other Plans.) If year(s) of service selected is or includes a fractional year, an Employee will not be required to complete any specified number of Hours of Service to receive credit for such fractional year.
- (3) The computation period for Eligibility Service will be (Not Applicable for Fire and Police Plans) Check One: N/A
  - \_\_\_ as set forth in Section 1.1.9(a)(i), the year beginning with the date the Employee first performs an Hour of Service and then Plan Years.
  - \_\_\_ as set forth in Section 1.1.9(a)(ii), based upon years commencing on the date the Employee first performs an Hour of Service\* and anniversaries thereof.

Upon reemployment, former Participants shall again participate in the Plan under the immediate reentry rule of Section 2.2.

- (4) Plan Entry Date shall be (check one):
  - X (a) the first day of service in Recognized Employment with the City (Police and Fire Plans).

- \_\_\_ (b) the first day of the month (specify period *e.g.*, the week, month, etc., but not more than six months) following the Employee's satisfaction of the Eligibility Requirements [Section 2.1(d)]
- \_\_\_ (c) the first day of the Plan Year in which the Employee first satisfies the Eligibility Requirements. [Section 2.1(c)]
- \_\_\_ (d) the first day of the first month or the first day of the seventh month of the Plan Year, whichever occurs first, following the Employee's satisfaction of the Eligibility Requirements. [Section 2.1(b)]
- \_\_\_ (e) Other \_\_\_\_\_

(5) **Recognized Employment.** Recognized Employment is service in the employment of the City in those job classifications indicated below (*place "X" on blank(s) indicating selection*): [Section 1.1.30]

- X (a) All Employees of the City employed as police officers.
- \_\_\_ (b) All Employees of the City employed as fire fighters.
- \_\_\_ (c) All Employees of the City as that term is defined in Section 1.1.10.
- \_\_\_ (d) All common law Employees of the City.
- \_\_\_ (e) Salaried Employees of the City.
- \_\_\_ (f) Hourly Employees of the City.
- \_\_\_ (g) Employees who are not covered by any retirement plan established by the City.
- \_\_\_ (h) Other (*specify*): \_\_\_\_\_.

(6) **Participation Election:** (*check one*)

Employees and Participants

\_\_\_ have

X do not have (*Police and Fire*)

a participation election provided in Section 3.3(b).

**C. MANDATORY EMPLOYEE CONTRIBUTIONS**

*[Section 3.1]*

- (1) **Amount of Contribution.** The Employee contribution to the Trustee for each Plan Year shall be:

- X   (a) (i) Through September 30, 2013, a sum equal to six percent (6%) of his or her Salary,  
(ii) Beginning October 1, 2013 through September 30, 2015, a sum equal to six and one-half percent (6 ½ %) of his or her Salary, and  
(iii) Beginning October 1, 2015, a sum equal to seven percent (7%) of his or her Salary. (*Police*)

       (b) Six and one-half percent (6 1/2%) of his or her Salary. (*Fire*)

       (c) Other: \_\_\_\_\_

- (2) **Employee Contributions:**

  X   shall (*Police and Fire*)

       shall not

be picked up by the City and treated as Employer contributions as permitted under Section 414(h) of the Code.

**D. VOLUNTARY EMPLOYEE CONTRIBUTIONS**

  X   shall (*Police and Fire*)

       shall not

be permitted to the maximum amount allowed under the Internal Revenue Code.

**E. ALLOCATION OF CITY CONTRIBUTIONS AND FORFEITURES**

*[Sections 3.2 and 6.4]*

- (1) **Amount of Contribution.** Subject to the limitations of Section 3, the City's contribution to the Trustee for each Plan Year shall be: (*Select one option only. Complete blanks as applicable.*)

- ☒ (a) To the Employer Account of each Participant, a sum equal to 100% of the amounts deducted from the Participant's periodic Salary as Mandatory Employee Contributions above (effective April 16, 2012). (*Police*)
- ☐ (b) Thirteen percent (13%) of each Participant's Salary. (*Fire*)
- ☐ (c) Other: \_\_\_\_\_

**Treatment of Forfeitures:** (*Select one unless Item I(2)(a) is elected in which case this provision does not apply.*) [Sections 6.4.1 and 6.4.2]

- ☒ (a) Forfeitures shall first be used to pay administration costs of the Plan and then used to reduce City contributions. (*Police*)
- ☐ (b) Forfeitures shall be allocated to the Unallocated Employer Account, and if the Unallocated Employer Account is sufficient to meet Plan liabilities, then forfeitures shall first be used to pay expenses of administration and then to reduce City contributions. (*Fire*)
- ☐ (c) Forfeitures will be added to the City contribution for allocation.
- ☐ (d) Forfeitures will reduce City contributions.

(2) Is the Plan integrated with Social Security?

☐ Yes ☒ No (*Police and Fire*)

**(If yes, complete items E, 3-6 and 11; if no, complete items E, 7-11).**

*NOTE: Items E, 3-6 and 11 relate to an integrated plan. Contributions are allocated pursuant to Section 3 of the Plan.*

(3) "Recognized Compensation" shall be defined to mean all of each Participant's: (*place "X" to indicate selection*)

- ☐ (a) W-2 earnings; or,
- ☐ (b) Wages as defined in Code Section 3401(a); or
- ☐ (c) Compensation as that term is defined in Section 3.6.9(b)(i) of the Plan;

- \_\_\_\_ (d) Provided, that Recognized Compensation defined in (a) through (c) shall include amounts described in Sections 3.6.9(b)(vi) and 3.6.9(b)-2 as “default provisions” unless otherwise elected below (*select all that apply*):
- \_\_\_\_ (1) Exclude leave cashouts and deferred compensation (*Section 3.6.9(b)-3(b)*)
- \_\_\_\_ (2) Include military continuation payments (*Section 3.6.9(b)-3(c)*)
- \_\_\_\_ (3) Include disability continuation payments (*Section 3.6.9(b)-3(d)*):
- \_\_\_\_ (a) For nonhighly compensated Employees only; or
- \_\_\_\_ (b) For all Employees and the salary continuation will continue for the following fixed or determinable period \_\_\_\_.
- \_\_\_\_ (4) Apply the administrative delay (“first few weeks”) rule (*Section 3.6.9(b)-4*); and/or
- \_\_\_\_ (5) Include “deemed” section 125 compensation pursuant to 3.6.9(b)-vi.
- \_\_\_\_ (e) Other \_\_\_\_\_

which is actually paid to the Participant during

- \_\_\_\_ the Plan Year
- \_\_\_\_ the taxable year ending with or within the Plan Year
- \_\_\_\_ the Limitation Year ending with or within the Plan Year.
- \_\_\_\_ a consecutive 12-month period ending with or within the Plan Year beginning with the \_\_\_\_ day of \_\_\_\_\_ (*enter month*).

Recognized Compensation

- \_\_\_\_ shall include
- \_\_\_\_ shall not include

Employee contributions picked up by the City under Section 414(h), and City contributions made pursuant to a salary reduction agreement which are not includable in the gross income of the Employee under Sections 125, 132(f)(4), 402(e)(3), 402(h), 403(b) or 457 of the Code.

- (4) If an Employee participates in the Plan for only a portion of the year, his Recognized Compensation for the year *[check one]*:

\_\_\_ shall

\_\_\_ shall not

include otherwise Recognized Compensation during the portion of the year during which he was not a Participant in the Plan.

- (5) "Integration Level" is defined as *(place "X" next to definition selected and complete appropriate blanks)*

\_\_\_ (a) For any Plan Year, an amount equal to \$\_\_\_\_\_*(insert stated dollar amount not to exceed the Taxable Wage Base in effect at the beginning of the Plan Year)*.

\_\_\_ (b) For any Plan Year, an amount equal to \_\_\_\_% *(not more than 100%)* of the Taxable Wage Base in effect at the beginning of the Plan Year.

\_\_\_ (c) For any Plan Year, an amount equal to the lesser of: (i) \$\_\_\_\_\_*(insert stated dollar amount)*; or (ii) the Taxable Wage Base in effect beginning at the Plan Year.

- (6) Participants who have been credited with a Year of Service for a Plan Year but who terminate employment before the last day of the Plan Year (check one) :

\_\_\_ shall

\_\_\_ shall not

share in the City contribution and reallocation of the forfeitures for that Plan Year. If shall not is elected, designate any exceptions that apply:

\_\_\_ death

\_\_\_ retirement at or after Normal Retirement Date

\_\_\_ disability.

*NOTE: Items E, 7-11 relate to a nonintegrated plan. Contributions are allocated directly on Recognized Compensation. (Section 3.3(b)).*



(7) Subject to limitations in Item (7) or (8) or as otherwise provided in Section 1 of the Basic Plan Document, "Recognized Compensation" shall be defined to mean all of each Participant's (*place "X" to indicate selection, check only one*)

- ☐ (a) W-2 earnings;
- ☐ (b) Wages as defined in Code Section 3401(a); or
- ☐ (c) Compensation as that term is defined in Section 3.6.9(b)(i) of the Plan;
- ☐ (d) Provided, that Recognized Compensation defined in (a) through (c) shall include amounts described in Sections 3.6.9(b)(vi) and 3.6.9(b)-2 as "default provisions" unless otherwise elected below (*select all that apply*):
  - ☐ (1) Exclude leave cashouts and deferred compensation (*Section 3.6.9(b)-3(b)*)
  - ☐ (2) Include military continuation payments (*Section 3.6.9(b)-3(c)*)
  - ☐ (3) Include disability continuation payments (*Section 3.6.9(b)-3(d)*):
    - ☐ (a) For nonhighly compensated Employees only; or
    - ☐ (b) For all Employees and the salary continuation will continue for the following fixed or determinable period \_\_\_\_\_.
  - ☐ (4) Apply the administrative delay ("first few weeks") rule (*Section 3.6.9(b)-4*); and/or
  - ☐ (5) Include "deemed" section 125 compensation pursuant to 3.6.9(b)-vi.
- ☒ (e) Salary as that term is defined in Section 1.1.36(a) of the Plan (*Police*);
- ☐ (f) Salary as that term is defined in Section 1.1.36(b) of the Plan (*Fire*); or
- ☐ (g) Other  
\_\_\_\_\_  
\_\_\_\_\_

which is actually paid to the Participant during

X   the Plan Year.

       the taxable year ending with or within the Plan year.

       the Limitation Year ending with or within the Plan year.

Recognized compensation (*Police and Fire Plans see definition of "Salary" in Section 1.1.36 of the Basic Plan Document*)

       shall include

       shall not include

Employee contributions picked up by the City pursuant to Section 414(h), and City contributions made pursuant to a salary reduction agreement which are not includable in the gross income of the Employee under Sections 125, 132(f)(4), 402(e)(3), 402(h), 403(b) or 457 of the Code.

- (8) "Recognized Compensation" shall not include: (*place "X" to indicate exclusion(s) and complete blank, if applicable*) N/A

       (a) overtime, shift, holiday and vacation pay

       (b) bonuses

       (c) commissions, but not more than the first \$\_\_\_\_\_ thereof  
(*insert dollar limitation desired, if any*)

       (d) overtime, callback pay, clothing allowances and other such benefits reported on Employee federal withholding statement (*Fire*).

- (9) If an Employee participates in the Plan for only a portion of the year, his Recognized Compensation for the year [*check one*]:

       shall

  X   shall not

include otherwise Recognized Compensation during the portion of the year during which he was not a Participant in the Plan.

- (10) Participants who have been credited with a Year of Service for a Plan Year but who terminate employment before the last day of the Plan Year. (*Check one*):

  X   shall (*Police and Fire*)

\_\_\_ shall not

share in the City contribution and reallocation of forfeitures for that Plan Year. If shall not is elected, designate any exceptions that apply:

\_\_\_ death

\_\_\_ retirement at or after their Normal Retirement Date

\_\_\_ disability

(11) Forfeitures will be reallocated *[Sections 6.4.2 and 6.4.3]*

\_\_\_ as of the following Valuation Date

X after a Participant incurs 5 consecutive One Year Breaks in Service or his Account is no longer subject to restoration.

#### **F. INTEREST**

X shall

\_\_\_ shall not

be paid on Employer Contributions pursuant to Section 3.2(a)(ii) of the Plan.

#### **G. WITHDRAWAL OF PRIOR VOLUNTARY CONTRIBUTIONS**

If this Plan or a predecessor plan previously permitted Voluntary Contributions, Participants:

\_\_\_ are

X are not

permitted to withdraw their voluntary contributions before an Event of Maturity.  
*[Section 7.9]*

#### **H. ROLLOVERS**

(1) Rollover contributions by Participants *[Section 3.5]*

X are permitted as specified in Section 3.5. In addition to the plans specified in Section 3.5, rollover contributions and direct rollovers may be made from the following types of plans as of the specified effective date(s) (*specify all that apply*):

X (a) annuity contract described in Code section 403(b), effective for distributions after \_\_\_\_\_ (December 31, 2001 if no date specified)

X (b) eligible plan under Code section 457(b) which is maintained by a state or political subdivision of a state, or agency or instrumentality of a state or political subdivision of a state, effective for distributions after \_\_\_\_\_ (December 31, 2001 if no date specified)

\_\_\_\_\_ Including after-tax employee contributions from the plans or contracts checked above, with separate accounting required for amounts includible and not includible in gross income (select if applicable).

\_\_\_\_\_ are not permitted

(2) Eligible rollover distribution [Section 7.12]

\_\_\_\_\_ must

X need not

be distributions that are reasonably expected to total \$200 or more during a year.

## I. VESTING OF REGULAR ACCOUNTS

[Section 5]

(1) **Employee Accounts:** Each Employee is fully vested in his or her Employee Account at all times.

(2) **Employer Accounts:** Each Participant's Employer Account shall become Vested in him as follows (*place "X" next to formula selected and complete appropriate blanks*):

\_\_\_\_\_ (a) **Full and Immediate Vesting.** Each Employer Account shall be fully Vested in him at all times.

- X (b) **Graded Vesting.** Each Participant's Employer Account shall be vested in him in accordance with the following schedule (*Choose One*):

<u>When the Participant Has Completed the Following Vesting Service:</u>		<u>The Vested Portion of His Regular Account Will Be:*</u>	
—	(i) <u>Five Year Vesting:</u>		
	Less than 1 year	—	%
	1 year but less than 2 years	—	%
	2 years but less than 3 years	—	%
	3 years but less than 4 years	—	%
	4 years but less than 5 years	—	%
	5 years or more	100	%
—	(ii) <u>Seven Year Vesting*:</u>		
	Less than 1 year	0	%
	1 year but less than 2 years	0	%
	2 years but less than 3 years	0	%
	3 years but less than 4 years	0	%
	4 years but less than 5 years	40	%
	5 years but less than 6 years	60	%
	6 years but less than 7 years	80	%
	7 years or more	100	%
—	(iii) <u>Seven Year Special Vesting (Fire):</u>		
	Less than 4 years	—	%
	4 years but less than 5 years	—	%
	5 years but less than 6 years	—	%
	6 years but less than 7 years	—	%
	7 years or more	—	%
<u>X</u>	(iv) <u>Ten Year Vesting</u> <u>Amended to Seven</u> <u>Year Vesting (Police):</u>	<u>Through</u> <u>June 30, 2012</u> <u>(10 Yr. Graded)</u>	<u>Beginning</u> <u>July 1, 2012</u> <u>(7 Yr. Graded)</u>
	Less than 2 years	0%	0%
	2 years but less than 3 years	0%	40%
	3 years but less than 4 years	0 %	40%
	4 years but less than 5 years	40 %	60%

5 years but less than 6 years	50 %	80%
6 years but less than 7 years	60 %	80%
7 years but less than 8 years	70 %	100%
8 years but less than 9 years	80 %	
9 years but less than 10 years	90 %	
10 years or more	100 %	

- (3) In determining a Participant's Plan Years of Service, the following periods shall be disregarded: *[Section 1.1.44] (Not Applicable for Police and Fire Plans).*

☐ Yes ☐ No Plan Years prior to the Effective Date of this Plan or a predecessor Plan. *[Yes, 1.1.44(c); No, Section 1.1.44(c)]*

☐ Yes ☐ No Plan Years completed prior to the date upon which the Participant attained age \_\_\_\_ years. *(Insert age, but not greater than age 18.) [Section 1.1.44(e)]*

- (4) Notwithstanding any of the foregoing, each Participant's Employer Account shall be 100% Vested in him upon his attainment of:

☒ (a) 60 (Police)

☐ (b) 55 (Fire)

☐ (c) Other \_\_\_\_

years of age while in the employment of the City (as a police officer, if this is a Police Plan). *(If no age is entered, it will be assumed Normal Retirement Date was intended.)*

*[Section 5.1.2]*

- (5) Normal Retirement Date is: *(place "X" next to choice selected)*

*[Section 1.1.22]*

☐ (a) The Participant's 65th birthday.

☐ (b) The Participant's 65th birthday or, if later, the 5th anniversary of the date the Participant first becomes a Participant.

☒ (c) Age 60 years *(60 for Police; 55 for Fire; Otherwise not greater than the Participant's 65th birthday and not less than age 55.*

- (6) Early Retirement Date is age N/A years.\* (*Specify age. In-service distribution upon attaining early retirement date is not allowed for a pension plan. Also, this provision is not applicable for Police/Fire Plans – see Section 1.1.34 of Basic Plan for definition of Early Retirement Date for Police or Fire Plan.*)

\* See Section "S" below for special rule applicable to this Plan.

- (7) An Employee who returns to employment of the City in Covered Employment after terminating service

X shall

\_\_\_ shall not

be permitted to restore his or her Employer Account to the amount on the date of distribution. (*Section 5.1.3 or 6.4.4*)

## **J. INVESTMENT DIRECTIONS**

- (1) Participants:

\_\_\_ are

X are not

permitted to direct the investment of a portion of their accounts into life insurance.

*[Section 10.10]*

- (2) Participant Account Investment Direction *[Section 10.11.2]*

- (a) Participants:

X are

\_\_\_ are not

permitted to direct the investment of their:

X Employee Accounts (*Required of Police and Fire Plans*)

X Employer Accounts (*Permitted for all types of plans, with the exception of pre-1984 contributions under Police and Fire Plans, and the Employer Account of pre-1984 hires under Fire Plans.*)

The City agrees to indemnify the Trustee and hold it harmless for the Trustee's actions taken pursuant to such direction. (*Sections 1.1.35, 4.3 and 10.11*)

(b) Separate Investment Accounts (*Police*)

The City

  X   may

       may not

direct the establishment of separate investment accounts for each Participant to allow each Participant to direct the investment of all or a portion of his or her Employee or Employer Account

If in the affirmative, enter name or title of person (or committee) authorized to communicate such directions to the Trustee: Retirement Committee. Such directions shall be in writing and the City agrees to indemnify the Trustee and hold it harmless for the Trustee's actions taken pursuant to such directions.

(3) Investment Direction [*Sections 4.3, 10 and 12*]

(a) The

       City

       may

       may not

  X   Retirement Committee (*Police and Fire*)

  X   may

       may not

direct the Trustee in the investment management of Plan assets.

(4) Participant Loans: [*Section 10.13*]

       are permitted

  X   are not permitted

**K. INTERNAL REVENUE CODE SECTION 415 LIMITATIONS**



[Section 3.6]

If the City maintains or ever has maintained another qualified plan in which any Participant in this Plan is (or was) a Participant or could possibly become a Participant, the City must complete this Section. City must also complete this Section if it maintains a welfare benefit fund, as defined in Code section 419(e), an individual medical account, as defined in Code section 415(1)(2), or simplified employer pension, as defined in Code section 408(k) under which amounts are treated as annual additions with respect to any Participant in this Plan. (*Designate whether (1) or (2) applies, and complete as appropriate.*)

If a Participant is covered by another qualified plan maintained by the City:

  X   (1) the provisions of Sections 3.6.4 through 3.6.9 will apply;

OR

       (2) set forth the method under which the Plans will limit total annual additions or distributions to the maximum permissible amount or benefit, as applicable, and will properly reduce any excess amounts or benefits, in a manner that precludes City discretion.

\_\_\_\_\_ (Use additional continuation pages if alternative limitation rules are to be specified.)

415 Compensation. The definition of Compensation for Code section 415 purposes shall be 415 Safe Harbor Compensation defined in section 3.6.9(b)i of the Plan, unless an alternative definition of compensation is elected below pursuant to section 3.6.9(b)ii of the Plan (*select desired alternative definition*):

       (1) W-2 Wages; or

  X   (2) Section 3401(a) Wages

Modifications to 415 Compensation – Compensation for 415 purposes shall include amounts described in Sections 3.6.9(b)-2 and 3.6.9(b)(vi) as “default provisions” unless otherwise elected below (*select all that apply*).

       (1) Exclude leave cashouts and deferred compensation (*Section 3.6.9(b)-3(b)*)

       (2) Include military continuation payments (*Section 3.6.9(b)-3(c)*)

       (3) Include disability continuation payments (*Section 3.6.9(b)-3(d)*)

           (a) For nonhighly compensated Employees only

           (b) For all Employees and the salary continuation will continue for the following fixed or determinable period \_\_\_\_\_.

- \_\_\_\_\_ (4) Apply the administrative delay (“first few weeks”) rule (*Section 3.6.9(b)-4*)
- X   (5) Include “deemed” section 125 compensation pursuant to 3.6.9(b)-vi, effective for limitation years beginning on or after January 1, 1998.

**L. CREDITING SERVICE** (*Complete (1) and (2), as appropriate.*)

- X   (1) **Hours of Service Method.** [*Section 1.1.18*] Except as provided in (2) below, for the purpose of determining an Employee's One-Year Breaks in Service [*Section 1.1.23*], Vesting Service [*Section 1.1.44*], Eligibility Service [*Section 1.1.9*] and minimum annual service requirement to share in the City contribution made for a Plan Year [*Section 3.3*], service will be determined by reference to Hours of Service according to the following: (*check one*)
  - X   (a) On the basis of the actual recorded hours for which an Employee is paid or entitled to payment.
  - \_\_\_\_\_ (b) On the basis that, without regard to his actual recorded hours, an Employee shall be credited with 10 Hours of Service for a day if under Section 1.1.18 such Employee would be certified with at least one hour of service during that day.
  - \_\_\_\_\_ (c) On the basis that, without regard to his actual recorded hours, an Employee shall be credited under 45 Hours of Service for a calendar week if under Section 1.1.18 such Employee would be credited with at least One Hour of Service during that calendar week.
  - \_\_\_\_\_ (d) On the basis of semimonthly payroll periods, an Employee shall be credited with 95 Hours of Service for a semi-monthly payroll period if under Section 1.1.18 such Employee would be credited with at least one Hour of Service during that semimonthly payroll period.
  - \_\_\_\_\_ (e) On the basis that, without regard to his actual recorded hours, an Employee shall be credited with 190 Hours of Service for a calendar month if under Section 1.1.18 such Employee would be credited with at least one Hour of Service during that calendar month.
- X   (2) **Elapsed Time Method.** [*Section 1.2*] Notwithstanding (1) above, service will be credited based upon elapsed time for the following purposes: (*check as appropriate*)

- ☐ (a) None
- ☐ (b) All
- ☐ (c) Eligibility (and Eligibility Breaks in Service)
- ☒ (d) Vesting (and Vesting Breaks in Service)(*Police and Fire*)
- ☐ (e) Minimum Service for benefit accrual for a Plan Year

## M. INVESTMENTS

*[Section 10.14(p)]*

- (1) All funds of a Plan for police officers or fire fighters must be invested pursuant to the policies established by the Nebraska Investment Council.
- (2) The Trustee's collective investment fund or funds are incorporated by reference into this Agreement, as indicated in Appendix "C" of the Basic Municipal Employees Plan and Trust, or otherwise agreed by the parties in writing from time to time.
- (3) The Trustee is hereby specifically authorized and empowered to invest Plan assets in deposit accounts of Wells Fargo Bank N.A. which bear a reasonable rate of interest and securities offered by Wells Fargo Bank N.A. (*name of Trustee or financial institution*). Such specification shall be permitted in any other applicable document related to funding the Plan, which document shall be incorporated herein by this reference.

*[Section 4.2]*

- (4) **Intermediate Valuation of Accounts.** Participant accounts will be valued for investment purposes as follows: (*select one*)
  - ☐ (a) Annually
  - ☐ (b) Semi-annually
  - ☐ (c) Quarterly
  - ☐ (d) Monthly
  - ☒ (e) Daily

**N. ACCELERATED DISTRIBUTIONS**

The following optional provisions for accelerated distributions may be made available to Plan Participants: *(Select as many as shall apply. Not applicable for Police and Fire Plans; and (1) through (4) not applicable if the Plan is a pension plan.) [Section 14]*

- \_\_\_ (1) Medical emergency
- \_\_\_ (2) Financial hardships
- \_\_\_ (3) Education expenses
- \_\_\_ (4) Purchase of home
- \_\_\_ (5) After Normal Retirement Date

**O. OPTIONAL FORMS OF DISTRIBUTION**

The optional forms of benefit payment provided by this Plan are: *(Select as many as apply. If the requirements of Code section 411(d)(6) are applicable (which is not the case if this Plan is a government plan within the meaning of Code section 414(d)), the City may not eliminate optional forms of payment for benefits which have accrued prior to the date of Plan amendment unless said requirements are satisfied.)*

- X   (1) a single sum
- X   (2) straight life annuity
- X   (3) straight life annuity with a guarantee of at least 60 monthly payments
- X   (4) annuity payable for life of Participant and annuity to surviving beneficiary of 100%, 75% or 50% as elected by the City.
- \_\_\_ (5) a combination of (1) through (4)
- \_\_\_ (6) if this Plan is a transferee plan, an optional form of distribution provided under the transferor plan which is required to be preserved under Code section 411(d)(6) (and the regulations issued thereunder – which is not the case if this is a government plan under Code section 414(d)) with respect to accrued benefits of any Participant as of the date of transfer. *(Indicate name of transferor plan and date on which prior accrued benefit distribution options are protected)* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

X (7) Other (*Describe*): Single sum in-kind.

**P. MANDATORY DISTRIBUTION ALTERNATIVES** (*Section 5.1.3(a)(ii)*)

The following election is made in lieu of the provisions of Section 5.1.3(a)(ii) reducing the mandatory cash out amount to an amount equal to or less than \$1,000 (*select one*):

\_\_\_\_ (1) No Mandatory Cash-Outs. An Employee's Vested Retirement Value will not be distributed upon the Employee's termination of service without the Employee's prior written consent, regardless of amount.

X (2) Increased Mandatory Cash Out Amount. Upon termination of service, the Employee's Vested Retirement Value will be automatically distributed without the Employee's consent if the Vested Retirement Value is less than \$3,500 (or not in excess of \$5,000 for plans other than Police or Fire Plans). Said distribution, if greater than \$1,000, will be paid in a direct rollover to an "individual retirement plan" designated by the Plan Administrator if the Employee does not elect to have the distribution paid in a direct rollover directly to an "eligible retirement plan" specified by the Employee in accordance with direct rollover provisions of the Plan, or to receive the distribution directly.

**Q.** The City shall periodically pay to the Trustee a fee for services rendered according to the Trustee Fee Schedule attached to the Basic Municipal Employees Plan and Trust Agreement as Appendix A or otherwise agreed to by the parties, as incorporated herein by this reference as amended from time to time. The terms of any agreement adopted and executed by the City and Trustee separate and apart from this document and defining rights and duties of the parties to said agreement shall be supplemental and additional to, and incorporated by reference into, this document to the extent not contrary to terms contained herein; and the same, if entered before the date of this Adoption Agreement, shall continue and remain in effect. If any terms of any such separate trust document conflict with the terms of this document, the terms of this document shall control.

**R. INITIAL DEPOSIT**

In the case of establishment of a new Plan, the City hereby delivers to the Trustee the sum of \$ N/A as its initial deposit to establish the Trust, and receipt of the stated sum is hereby acknowledged by the Trustee.

**S. SUPPLEMENTAL ELECTIONS, INFORMATION AND PROVISIONS**

Pursuant to Section 1.6 of the Basic Plan Document, the following elections, information and provisions are hereby made, provided and specified and shall be incorporated into

and become a part of this Plan notwithstanding any other provision of this Adoption Agreement or the Basic Plan Document to the contrary:

Adoption Agreement I(6) and Basic Plan Document Section 6.1 “Events of Maturity”:

Add subsection (c) to Section 6.1 as follows:

“(c) The date the Participants attains age 60 (sixty) or earlier retirement date under the Plan.”

Basic Plan Document Section 7.6 “Optional Forms of Distribution”:

The last paragraph of Section 7.6 is revised to read as follows:

“Any payments for the benefit of a minor child shall be made on behalf of the child to the surviving parent or, if there is no surviving parent, to the legal guardian of the child (with the exception of the right to elect a lump-sum distribution in lieu of a deferred benefit pursuant to Section 5.1.3(c)).”

- T.** The completion of this Adoption Agreement creates certain legal relationships and responsibilities. Accordingly, your legal counsel should review the Plan and Trust prior to the execution of this document so as to insure the suitability of the Plan and Trust for your City.

The City acknowledges that it has consulted with and has been advised by its attorney(s) with respect to the effect of entering this Plan and executing this Adoption Agreement.

Terms used in this Adoption Agreement which are defined in the Plan shall have the meaning given them in the Plan.

The City hereby agrees to the provisions of this Plan and Trust, and, in witness whereof, the City and the Trustee have caused this Agreement to be executed on the date(s) set forth below.

THE CITY OF SCOTTSBLUFF, NEBRASKA

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

## NOTICE TO ADOPTING CITY

Failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

You may contact a Wells Fargo Bank representative at Wells Fargo Center, 4<sup>th</sup> Floor, P.O. Box 82408, Lincoln, Nebraska 68501-2408 or by calling (800)729-5882.

In order to obtain reliance with respect to Plan qualification, the City, upon adopting and executing this Plan, must apply to the Employee Plans Determinations of the Internal Revenue Service for a determination letter.

This Adoption Agreement may only be used with the Basic Municipal Employees Plan and Trust Agreement.

CITY OF SCOTTSBLUFF, NEBRASKA, Employer

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

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

\_\_\_\_\_  
Title

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

WELLS FARGO BANK, Trustee

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

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

\_\_\_\_\_  
Title

Date \_\_\_\_\_

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

**AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SCOTTSBLUFF, NEBRASKA TO AMEND AND RESTATE THE CITY OF SCOTTSBLUFF, NEBRASKA POLICE OFFICERS' RETIREMENT PLAN AND TRUST; TO AUTHORIZE FURTHER ACTIONS; AND TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY AND THE EFFECTIVE DATE HEREOF.**

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

SECTION 1. Pursuant to Nebraska Statutes, Sections 16-1001 through and including 16-1019 ("Police Retirement Plan Statutes"), the City maintains the City of Scottsbluff, Nebraska Police Officers' Retirement Plan and Trust embodied in plan documents including an adoption agreement and basic plan document constituting an integral part thereof, as well as various amendments required by applicable law ("Plan").

SECTION 2. The Plan is required by applicable tax law to be amended and restated into a restated plan document incorporating prior amendments and changes to tax laws, regulations and other guidance, including the Pension Protection Act of 2006, Heroes, Earnings Assistance and Relief Tax Act of 2008, and Worker, Retiree, and Employer Recovery Act of 2008, and changes to the Police Retirement Plan Statutes. For this purpose, there has been presented to the City a proposed retirement plan and trust embodied in instruments entitled "Adoption Agreement" together with a "Basic Municipal Employees Plan and Trust Agreement" ("Basic Plan Document") as an integral part thereof (together the Adoption Agreement and Basic Plan Document sometimes are referred to herein together as "Agreements"), which Agreements have been reviewed by legal counsel for the City.

SECTION 3. The City does hereby approve and adopt said Agreements as the amendment and restatement of the Plan, and makes the designations and elections with respect to the Plan as indicated in the Adoption Agreement, to be effective on the date(s) specified in the Adoption Agreement or Basic Plan Document.

SECTION 4. That the Mayor is authorized to execute said Adoption Agreement and Basic Plan Document on behalf of the City, and the City Manager is authorized and directed to provide the same to the Trustee (for its written acceptance, if determined necessary or appropriate), and if directed in this Ordinance or otherwise determined necessary or advisable, to cause said Agreements to be submitted, together with such supporting data as may be necessary or advisable and applicable application fee, to the Internal Revenue Service for ruling as to whether the same complies with the pertinent provisions of the Internal Revenue Code of the United States and, in particular, Sections 401(a) and 501(a) thereof, with authority to make any changes in or to the designations, elections or provisions under or of said Adoption Agreement or Basic Plan Document and take such further actions as the City Manager determines necessary or appropriate to obtain a favorable ruling or as otherwise required for the qualified status of the Plan.

SECTION 5. All ordinances and parts of ordinances as previously enacted that are in conflict with this Ordinance or any part hereof are hereby repealed.

SECTION 6. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this Ordinance. The Mayor and City Council hereby declare that it would have passed this Ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION 7. This Ordinance shall be in force and take effect from and after passage, approval and publication as provided by law.



PASSED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2013.

CITY OF SCOTTSBLUFF, NEBRASKA

\_\_\_\_\_  
\_\_\_\_\_, Mayor

ATTEST:

\_\_\_\_\_

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

# **City of Scottsbluff, Nebraska**

**Monday, December 16, 2013**

**Regular Meeting**

## **Item Resolut.9**

**Council to consider adoption of the amended pension plan for fire employees and approve the Ordinance.**

**Staff Contact: Jana Bode, HR Director**

**ADOPTION AGREEMENT**  
**CITY OF SCOTTSBLUFF**  
**FIREFIGHTERS' RETIREMENT**  
**PLAN AND TRUST**  
**TO BE USED WITH**  
**BASIC MUNICIPAL EMPLOYEES PLAN AND TRUST AGREEMENT**

THIS IS TO CERTIFY THAT:

The following was adopted by Ordinance by the City of Scottsbluff, Nebraska, by its City Council, at a meeting thereof duly called and held on \_\_\_\_\_, 20\_\_:

SECTION 1. Pursuant to Nebraska Statutes, Sections 16-1020 through and including 16-1042, the City maintains the City of Scottsbluff, Nebraska Firefighters' Retirement Plan and Trust embodied in plan documents including an adoption agreement and basic plan document constituting an integral part thereof, as well as various amendments required by applicable law ("Plan").

SECTION 2. The Plan is required by applicable tax law to be amended and restated into a restated plan document incorporating prior amendments and changes to tax laws, regulations and other guidance, including the Pension Protection Act of 2006, Heroes, Earnings Assistance and Relief Tax Act of 2008, and Worker, Retiree, and Employer Recovery Act of 2008. For this purpose, there has been presented to the City a proposed retirement plan and trust embodied in instruments entitled "Adoption Agreement" together with a "Basic Municipal Employees Plan and Trust Agreement" ("Basic Plan Document") as an integral part thereof (together the Adoption Agreement and Basic Plan Document sometimes are referred to herein together as "Agreements"), which Agreements have been reviewed by legal counsel for the City.

SECTION 3. The City does hereby approve and adopt said Agreements as the amendment and restatement of the Plan, and makes the designations and elections with respect to the Plan as indicated in the Adoption Agreement, to be effective on the date(s) specified in the Adoption Agreement or Basic Plan Document.

SECTION 4. That the Mayor is authorized to execute said Adoption Agreement and Basic Plan Document on behalf of the City, and the City Manager is authorized and directed to provide the same to the Trustee (for its written acceptance, if determined necessary or appropriate), and if directed in this Ordinance or otherwise determined necessary or advisable, to cause said Agreements to be submitted, together with such supporting data as may be necessary or advisable and applicable application fee, to the Internal Revenue Service for ruling as to whether the same complies with the pertinent

provisions of the Internal Revenue Code of the United States and, in particular, Sections 401(a) and 501(a) thereof, with authority to make any changes in or to the designations, elections or provisions under or of said Adoption Agreement or Basic Plan Document and take such further actions as the City Manager determines necessary or appropriate to obtain a favorable ruling or as otherwise required for the qualified status of the Plan.

This Adoption Agreement is the Adoption Agreement referred to in the foregoing Ordinance, and the designations and elections hereinafter set forth are those made by the City in accordance with said Ordinance, to-wit:

**A. ESTABLISHMENT, EFFECTIVE DATE, AND CITY DATA:**

- (1) \_\_\_\_\_ establishes on \_\_\_\_\_, \_\_\_\_\_, a Retirement Plan and Trust to be known as \_\_\_\_\_  
\_\_\_\_\_  
Plan and Trust ("Plan") effective \_\_\_\_\_, \_\_\_\_\_ (Effective Date).  
  
OR
- (2)   X   amends, restates and continues the City of Scottsbluff Firefighters' Retirement Plan and Trust, ("Plan"), originally established on January 1, 1984. This amendment and restatement is effective January 1, 2004, unless otherwise specified herein or in the Basic Plan Document or required under applicable law or regulations or guidance thereunder. (Supplemental Effective Date).
- (3) City's Address:  
Street: 2525 Circle Drive  
City, State, Zip Code: Scottsbluff, Nebraska 69361  
Attention: Jana Bode  
Telephone: (308) 630-6216
- (4) Retirement Committee: the Mayor, the City Manager, Dana Miller, Anthony Murphy, Jamalee Wallace and D.J. Glen, subject to such changes from time to time pursuant to Section 12.3(i) of the Basic Plan Document.
- (5) Plan Administrator: the City of Scottsbluff, Nebraska, with the exception of any administrative functions expressly delegated from time to time to the Retirement Committee herein or in or under the Basic Plan Document or otherwise by direction of the Mayor and City Council.
- (6) City's Taxpayer Identification No.: 47-6006350
- (7) City's Fiscal Year: October 1 – September 30

- (8) The Plan serial number ("PN") assigned to this Plan by the City for reporting and disclosure purposes is: 003
- (9) The last day of the Plan Year shall be December 31 and the Annual Valuation Date shall be December 31 [Sections 1.1.26 and 1.1.4]
- (10) The last day of the Plan's Limitation Year shall be December 31 [Section 1.1.20] *(All qualified retirement plans maintained by the City shall have the same Limitation Year.)*

## B. ELIGIBILITY REQUIREMENTS

- (1) **Age Requirement.** The minimum age which each Employee must attain before becoming a Participant in the Plan is age N/A.
- (2) **Service Requirement.** To become a Participant in the Plan, each Employee must complete at least N/A year(s) of Eligibility Service. *(Not Applicable for Police and Fire Plans. Not more than five (5) years for other Plans.)* If year(s) of service selected is or includes a fractional year, an Employee will not be required to complete any specified number of Hours of Service to receive credit for such fractional year.
- (3) The computation period for Eligibility Service will be *(Not Applicable for Fire and Police Plans)* Check One: N/A

\_\_\_ as set forth in Section 1.1.9(a)(i), the year beginning with the date the Employee first performs an Hour of Service and then Plan Years.

\_\_\_ as set forth in Section 1.1.9(a)(ii), based upon years commencing on the date the Employee first performs an Hour of Service\* and anniversaries thereof.

Upon reemployment, former Participants shall again participate in the Plan under the immediate reentry rule of Section 2.2.

- (4) Plan Entry Date shall be *(check one)*:
  - X (a) the first day of service in Recognized Employment with the City *(Police and Fire Plans)*.
  - \_\_\_ (b) the first day of the month (specify period *e.g.*, the week, month, etc., but not more than six months) following the Employee's satisfaction of the Eligibility Requirements [Section 2.1(d)]

- \_\_\_ (c) the first day of the Plan Year in which the Employee first satisfies the Eligibility Requirements. [Section 2.1(c)]
- \_\_\_ (d) the first day of the first month or the first day of the seventh month of the Plan Year, whichever occurs first, following the Employee's satisfaction of the Eligibility Requirements. [Section 2.1(b)]
- \_\_\_ (e) Other \_\_\_\_\_

(5) **Recognized Employment.** Recognized Employment is service in the employment of the City in those job classifications indicated below (*place "X" on blank(s) indicating selection*): [Section 1.1.30]

- \_\_\_ (a) All Employees of the City employed as police officers.
- X (b) All Employees of the City employed as fire fighters.
- \_\_\_ (c) All Employees of the City as that term is defined in Section 1.1.10.
- \_\_\_ (d) All common law Employees of the City.
- \_\_\_ (e) Salaried Employees of the City.
- \_\_\_ (f) Hourly Employees of the City.
- \_\_\_ (g) Employees who are not covered by any retirement plan established by the City.
- \_\_\_ (h) Other (*specify*): \_\_\_\_\_.

(6) **Participation Election:** (*check one*)

Employees and Participants

- \_\_\_ have
- X do not have (*Police and Fire*)

a participation election provided in Section 3.3(b).

## C. MANDATORY EMPLOYEE CONTRIBUTIONS

[Section 3.1]

- (1) **Amount of Contribution.** The Employee contribution to the Trustee for each Plan Year shall be:

- \_\_\_ (a) (i) Through September 30, 2013, a sum equal to six percent (6%) of his or her Salary,  
(ii) Beginning October 1, 2013 through September 30, 2015, a sum equal to six and one-half percent (6 ½ %) of his or her Salary, and  
(iii) Beginning October 1, 2015, a sum equal to seven percent (7%) of his or her Salary. (*Police*)

X (b) Six and one-half percent (6 1/2%) of his or her Salary. (*Fire*)

\_\_\_ (c) Other: \_\_\_\_\_

- (2) **Employee Contributions:**

X shall (*Police and Fire*)

\_\_\_ shall not

be picked up by the City and treated as Employer contributions as permitted under Section 414(h) of the Code.

#### **D. VOLUNTARY EMPLOYEE CONTRIBUTIONS**

X shall (*Police and Fire*)

\_\_\_ shall not

be permitted to the maximum amount allowed under the Internal Revenue Code.

#### **E. ALLOCATION OF CITY CONTRIBUTIONS AND FORFEITURES**

[Sections 3.2 and 6.4]

- (1) **Amount of Contribution.** Subject to the limitations of Section 3, the City's contribution to the Trustee for each Plan Year shall be: (*Select one option only. Complete blanks as applicable.*)

- \_\_\_ (a) To the Employer Account of each Participant, a sum equal to 100% of the amounts deducted from the Participant's periodic Salary as Mandatory Employee Contributions above (effective April 16, 2012). (*Police*)

X (b) Thirteen percent (13%) of each Participant's Salary. *(Fire)*

\_\_\_ (c) Other: \_\_\_\_\_

**Treatment of Forfeitures:** *(Select one unless Item I(2)(a) is elected in which case this provision does not apply.) [Sections 6.4.1 and 6.4.2]*

\_\_\_ (a) Forfeitures shall first be used to pay administration costs of the Plan and then used to reduce City contributions. *(Police)*

X (b) Forfeitures shall be allocated to the Unallocated Employer Account, and if the Unallocated Employer Account is sufficient to meet Plan liabilities, then forfeitures shall first be used to pay expenses of administration and then to reduce City contributions. *(Fire)*

\_\_\_ (c) Forfeitures will be added to the City contribution for allocation.

\_\_\_ (d) Forfeitures will reduce City contributions.

(2) Is the Plan integrated with Social Security?

\_\_\_ Yes X No *(Police and Fire)*

***(If yes, complete items E, 3-6 and 11; if no, complete items E, 7-11).***

***NOTE: Items E, 3-6 and 11 relate to an integrated plan. Contributions are allocated pursuant to Section 3 of the Plan.***

(3) "Recognized Compensation" shall be defined to mean all of each Participant's:  
*(place "X" to indicate selection)*

\_\_\_ (a) W-2 earnings; or,

\_\_\_ (b) Wages as defined in Code Section 3401(a); or

\_\_\_ (c) Compensation as that term is defined in Section 3.6.9(b)(i) of the Plan;

\_\_\_ (d) Provided, that Recognized Compensation defined in (a) through (c) shall include amounts described in Sections 3.6.9(b)(vi) and 3.6.9(b)-2 as "default provisions" unless otherwise elected below *(select all that apply):*



- \_\_\_\_ (1) Exclude leave cashouts and deferred compensation (*Section 3.6.9(b)-3(b)*)
- \_\_\_\_ (2) Include military continuation payments (*Section 3.6.9(b)-3(c)*)
- \_\_\_\_ (3) Include disability continuation payments (*Section 3.6.9(b)-3(d)*):
- \_\_\_\_ (a) For nonhighly compensated Employees only; or
- \_\_\_\_ (b) For all Employees and the salary continuation will continue for the following fixed or determinable period \_\_\_\_.
- \_\_\_\_ (4) Apply the administrative delay (“first few weeks”) rule (*Section 3.6.9(b)-4*); and/or
- \_\_\_\_ (5) Include “deemed” section 125 compensation pursuant to 3.6.9(b)-vi.
- \_\_\_\_ (e) Other \_\_\_\_\_

which is actually paid to the Participant during

- \_\_\_\_ the Plan Year
- \_\_\_\_ the taxable year ending with or within the Plan Year
- \_\_\_\_ the Limitation Year ending with or within the Plan Year.
- \_\_\_\_ a consecutive 12-month period ending with or within the Plan Year beginning with the \_\_\_\_ day of \_\_\_\_\_(*enter month*).

#### Recognized Compensation

- \_\_\_\_ shall include
- \_\_\_\_ shall not include

Employee contributions picked up by the City under Section 414(h), and City contributions made pursuant to a salary reduction agreement which are not includable in the gross income of the Employee under Sections 125, 132(f)(4), 402(e)(3), 402(h), 403(b) or 457 of the Code.

- (4) If an Employee participates in the Plan for only a portion of the year, his Recognized Compensation for the year [*check one*]:
- \_\_\_\_ shall

\_\_\_ shall not

include otherwise Recognized Compensation during the portion of the year during which he was not a Participant in the Plan.

- (5) "Integration Level" is defined as *(place "X" next to definition selected and complete appropriate blanks)*

\_\_\_ (a) For any Plan Year, an amount equal to \$\_\_\_\_\_*(insert stated dollar amount not to exceed the Taxable Wage Base in effect at the beginning of the Plan Year)*.

\_\_\_ (b) For any Plan Year, an amount equal to \_\_\_% *(not more than 100%)* of the Taxable Wage Base in effect at the beginning of the Plan Year.

\_\_\_ (c) For any Plan Year, an amount equal to the lesser of: (i) \$\_\_\_\_\_*(insert stated dollar amount)*; or (ii) the Taxable Wage Base in effect beginning at the Plan Year.

- (6) Participants who have been credited with a Year of Service for a Plan Year but who terminate employment before the last day of the Plan Year (check one) :

\_\_\_ shall

\_\_\_ shall not

share in the City contribution and reallocation of the forfeitures for that Plan Year. If shall not is elected, designate any exceptions that apply:

\_\_\_ death

\_\_\_ retirement at or after Normal Retirement Date

\_\_\_ disability.

*NOTE: Items E, 7-11 relate to a nonintegrated plan. Contributions are allocated directly on Recognized Compensation. (Section 3.3(b)).*

- (7) Subject to limitations in Item (7) or (8) or as otherwise provided in Section 1 of the Basic Plan Document, "Recognized Compensation" shall be defined to mean all of each Participant's *(place "X" to indicate selection, check only one)*

\_\_\_ (a) W-2 earnings;

\_\_\_ (b) Wages as defined in Code Section 3401(a); or

- \_\_\_ (c) Compensation as that term is defined in Section 3.6.9(b)(i) of the Plan;
- \_\_\_ (d) Provided, that Recognized Compensation defined in (a) through (c) shall include amounts described in Sections 3.6.9(b)(vi) and 3.6.9(b)-2 as “default provisions” unless otherwise elected below (*select all that apply*):
- \_\_\_ (1) Exclude leave cashouts and deferred compensation (*Section 3.6.9(b)-3(b)*)
- \_\_\_ (2) Include military continuation payments (*Section 3.6.9(b)-3(c)*)
- \_\_\_ (3) Include disability continuation payments (*Section 3.6.9(b)-3(d)*):
- \_\_\_ (a) For nonhighly compensated Employees only; or
- \_\_\_ (b) For all Employees and the salary continuation will continue for the following fixed or determinable period \_\_\_\_.
- \_\_\_ (4) Apply the administrative delay (“first few weeks”) rule (*Section 3.6.9(b)-4*); and/or
- \_\_\_ (5) Include “deemed” section 125 compensation pursuant to 3.6.9(b)-vi.
- \_\_\_ (e) Salary as that term is defined in Section 1.1.36(a) of the Plan (*Police*);
- X (f) Salary as that term is defined in Section 1.1.36(b) of the Plan (*Fire*); or
- \_\_\_ (g) Other
- \_\_\_\_\_
- \_\_\_\_\_

which is actually paid to the Participant during

X the Plan Year.

\_\_\_ the taxable year ending with or within the Plan year.

\_\_\_ the Limitation Year ending with or within the Plan year.

Recognized compensation (*Police and Fire Plans see definition of "Salary" in Section 1.1.36 of the Basic Plan Document*)

\_\_\_\_\_ shall include

\_\_\_\_\_ shall not include

Employee contributions picked up by the City pursuant to Section 414(h), and City contributions made pursuant to a salary reduction agreement which are not includable in the gross income of the Employee under Sections 125, 132(f)(4), 402(e)(3), 402(h), 403(b) or 457 of the Code.

- (8) "Recognized Compensation" shall not include: (*place "X" to indicate exclusion(s) and complete blank, if applicable*)

\_\_\_\_\_ (a) overtime, shift, holiday and vacation pay

\_\_\_\_\_ (b) bonuses

\_\_\_\_\_ (c) commissions, but not more than the first \$\_\_\_\_\_ thereof (*insert dollar limitation desired, if any*)

X (d) overtime, callback pay, clothing allowances and other such benefits reported on Employee federal withholding statement (*Fire*).

- (9) If an Employee participates in the Plan for only a portion of the year, his Recognized Compensation for the year [*check one*]:

\_\_\_\_\_ shall

X shall not

include otherwise Recognized Compensation during the portion of the year during which he was not a Participant in the Plan.

- (10) Participants who have been credited with a Year of Service for a Plan Year but who terminate employment before the last day of the Plan Year. (*Check one*):

X shall (*Police and Fire*)

\_\_\_\_\_ shall not

share in the City contribution and reallocation of forfeitures for that Plan Year. If shall not is elected, designate any exceptions that apply:

- ☐ death
- ☐ retirement at or after their Normal Retirement Date
- ☐ disability

(11) Forfeitures will be reallocated *[Sections 6.4.2 and 6.4.3]*

☐ as of the following Valuation Date

☒ after a Participant incurs 5 consecutive One Year Breaks in Service or his Account is no longer subject to restoration.

#### **F. INTEREST**

☒ shall

☐ shall not

be paid on Employer Contributions pursuant to Section 3.2(a)(ii) of the Plan.

#### **G. WITHDRAWAL OF PRIOR VOLUNTARY CONTRIBUTIONS**

If this Plan or a predecessor plan previously permitted Voluntary Contributions, Participants:

☐ are

☒ are not

permitted to withdraw their voluntary contributions before an Event of Maturity.  
*[Section 7.9]*

#### **H. ROLLOVERS**

(1) Rollover contributions by Participants *[Section 3.5]*

☒ are permitted as specified in Section 3.5. In addition to the plans specified in Section 3.5, rollover contributions and direct rollovers may be made from the following types of plans as of the specified effective date(s) *(specify all that apply)*:

X   (a) annuity contract described in Code section 403(b), effective for distributions after \_\_\_\_\_ (December 31, 2001 if no date specified)

  X   (b) eligible plan under Code section 457(b) which is maintained by a state or political subdivision of a state, or agency or instrumentality of a state or political subdivision of a state, effective for distributions after \_\_\_\_\_ (December 31, 2001 if no date specified)

       Including after-tax employee contributions from the plans or contracts checked above, with separate accounting required for amounts includible and not includible in gross income (select if applicable).

       are not permitted

(2) Eligible rollover distribution [Section 7.12]

       must

  X   need not

be distributions that are reasonably expected to total \$200 or more during a year.

## I. VESTING OF REGULAR ACCOUNTS

[Section 5]

(1) **Employee Accounts:** Each Employee is fully vested in his or her Employee Account at all times.

(2) **Employer Accounts:** Each Participant's Employer Account shall become Vested in him as follows (*place "X" next to formula selected and complete appropriate blanks*):

       (a) **Full and Immediate Vesting.** Each Employer Account shall be fully Vested in him at all times.

  X   (b) **Graded Vesting.** Each Participant's Employer Account shall be vested in him in accordance with the following schedule (*Choose One*):

When the Participant Has Completed  
the Following Vesting Service:

The Vested Portion of  
His Regular Account

Will Be:\*

— (i) Five Year Vesting:

Less than 1 year	___ %
1 year but less than 2 years	___ %
2 years but less than 3 years	___ %
3 years but less than 4 years	___ %
4 years but less than 5 years	___ %
5 years or more	100 %

— (ii) Seven Year Vesting\*:

Less than 1 year	0 %
1 year but less than 2 years	0 %
2 years but less than 3 years	0 %
3 years but less than 4 years	0 %
4 years but less than 5 years	40 %
5 years but less than 6 years	60 %
6 years but less than 7 years	80 %
7 years or more	100 %

X (iii) Seven Year Special Vesting (Fire):

Less than 4 years	___ %
4 years but less than 5 years	___ %
5 years but less than 6 years	___ %
6 years but less than 7 years	___ %
7 years or more	___ %

— (iv) Ten Year Vesting  
Amended to Seven  
Year Vesting (Police):

	Through June 30, 2012 <u>(10 Yr. Graded)</u>	Beginning July 1, 2012 <u>(7 Yr. Graded)</u>
Less than 2 years	0%	0%
2 years but less than 3 years	0%	40%
3 years but less than 4 years	0 %	40%
4 years but less than 5 years	40 %	60%
5 years but less than 6 years	50 %	80%
6 years but less than 7 years	60 %	80%
7 years but less than 8 years	70 %	100%
8 years but less than 9 years	80 %	
9 years but less than 10 years	90 %	
10 years or more	100 %	

- (3) In determining a Participant's Plan Years of Service, the following periods shall be disregarded: *[Section 1.1.44] (Not Applicable for Police and Fire Plans). N/A*

☐ Yes ☐ No Plan Years prior to the Effective Date of this Plan or a predecessor Plan. *[Yes, 1.1.44(c); No, Section 1.1.44(c)]*

☐ Yes ☐ No Plan Years completed prior to the date upon which the Participant attained age \_\_\_\_\_ years. *(Insert age, but not greater than age 18.) [Section 1.1.44(e)]*

- (4) Notwithstanding any of the foregoing, each Participant's Employer Account shall be 100% Vested in him upon his attainment of:

☐ (a) 60 (*Police*)

☒ (b) 55 (*Fire*)

☐ (c) Other \_\_\_\_\_

years of age while in the employment of the City (as a police officer, if this is a Police Plan). *(If no age is entered, it will be assumed Normal Retirement Date was intended.)*

*[Section 5.1.2]*

- (5) Normal Retirement Date is: *(place "X" next to choice selected)*

*[Section 1.1.22]*

☐ (a) The Participant's 65th birthday.

☐ (b) The Participant's 65th birthday or, if later, the 5th anniversary of the date the Participant first becomes a Participant.

☒ (c) Age 55 years *(60 for Police; 55 for Fire; Otherwise not greater than the Participant's 65th birthday and not less than age 55.)*

- (6) Early Retirement Date is age N/A years.\* *(Specify age. In-service distribution upon attaining early retirement date is not allowed for a pension plan. Also, this provision is not applicable for Police/Fire Plans – see Section 1.1.34 of Basic Plan for definition of Early Retirement Date for Police or Fire Plan.)*

\* See Section "S" below for special rule applicable to this Plan.



- (7) An Employee who returns to employment of the City in Covered Employment after terminating service

  X   shall

       shall not

be permitted to restore his or her Employer Account to the amount on the date of distribution. (*Section 5.1.3 or 6.4.4*)

## **J. INVESTMENT DIRECTIONS**

- (1) Participants:

       are

  X   are not

permitted to direct the investment of a portion of their accounts into life insurance.

*[Section 10.10]*

- (2) Participant Account Investment Direction *[Section 10.11.2]*

- (a) Participants:

  X   are

       are not

permitted to direct the investment of their:

  X   Employee Accounts (*Required of Police and Fire Plans*)

  X   Employer Accounts (*Permitted for all types of plans, with the exception of pre-1984 contributions under Police and Fire Plans, and the Employer Account of pre-1984 hires under Fire Plans.*)

The City agrees to indemnify the Trustee and hold it harmless for the Trustee's actions taken pursuant to such direction. (*Sections 1.1.35, 4.3 and 10.11*)

- (b) Separate Investment Accounts (*Police*)

The City

X   may

       may not

direct the establishment of separate investment accounts for each Participant to allow each Participant to direct the investment of all or a portion of his or her Employee or Employer Account

If in the affirmative, enter name or title of person (or committee) authorized to communicate such directions to the Trustee: Retirement Committee. Such directions shall be in writing and the City agrees to indemnify the Trustee and hold it harmless for the Trustee's actions taken pursuant to such directions.

(3) Investment Direction *[Sections 4.3, 10 and 12]*

(a) The

       City

       may

       may not

  X   Retirement Committee (*Police and Fire*)

  X   may

       may not

direct the Trustee in the investment management of Plan assets.

(4) Participant Loans: *[Section 10.13]*

       are permitted

  X   are not permitted

**K. INTERNAL REVENUE CODE SECTION 415 LIMITATIONS**

*[Section 3.6]*

If the City maintains or ever has maintained another qualified plan in which any Participant in this Plan is (or was) a Participant or could possibly become a Participant, the City must complete this Section. City must also complete this Section if it maintains a welfare benefit fund, as defined in Code section 419(e), an individual medical account, as defined in Code section 415(1)(2), or simplified employer pension, as defined in Code

section 408(k) under which amounts are treated as annual additions with respect to any Participant in this Plan. (*Designate whether (1) or (2) applies, and complete as appropriate.*)

If a Participant is covered by another qualified plan maintained by the City:

☒ (1) the provisions of Sections 3.6.4 through 3.6.9 will apply;

OR

☐ (2) set forth the method under which the Plans will limit total annual additions or distributions to the maximum permissible amount or benefit, as applicable, and will properly reduce any excess amounts or benefits, in a manner that precludes City discretion.

---

(Use additional continuation pages if alternative limitation rules are to be specified.)

415 Compensation. The definition of Compensation for Code section 415 purposes shall be 415 Safe Harbor Compensation defined in section 3.6.9(b)i of the Plan, unless an alternative definition of compensation is elected below pursuant to section 3.6.9(b)ii of the Plan (*select desired alternative definition*):

☐ (1) W-2 Wages; or

☒ (2) Section 3401(a) Wages

Modifications to 415 Compensation – Compensation for 415 purposes shall include amounts described in Sections 3.6.9(b)-2 and 3.6.9(b)(vi) as “default provisions” unless otherwise elected below (*select all that apply*).

☐ (1) Exclude leave cashouts and deferred compensation (*Section 3.6.9(b)-3(b)*)

☐ (2) Include military continuation payments (*Section 3.6.9(b)-3(c)*)

☐ (3) Include disability continuation payments (*Section 3.6.9(b)-3(d)*)

☐ (a) For nonhighly compensated Employees only

☐ (b) For all Employees and the salary continuation will continue for the following fixed or determinable period \_\_\_\_\_.

☐ (4) Apply the administrative delay (“first few weeks”) rule (*Section 3.6.9(b)-4*)

☒ (5) Include “deemed” section 125 compensation pursuant to 3.6.9(b)-vi, effective for limitation years beginning on or after January 1, 1998.

**L. CREDITING SERVICE** (*Complete (1) and (2), as appropriate.*)

X (1) **Hours of Service Method.** [Section 1.1.18] Except as provided in (2) below, for the purpose of determining an Employee's One-Year Breaks in Service [Section 1.1.23], Vesting Service [Section 1.1.44], Eligibility Service [Section 1.1.9] and minimum annual service requirement to share in the City contribution made for a Plan Year [Section 3.3], service will be determined by reference to Hours of Service according to the following: (check one)

X (a) On the basis of the actual recorded hours for which an Employee is paid or entitled to payment.

\_\_\_ (b) On the basis that, without regard to his actual recorded hours, an Employee shall be credited with 10 Hours of Service for a day if under Section 1.1.18 such Employee would be certified with at least one hour of service during that day.

\_\_\_ (c) On the basis that, without regard to his actual recorded hours, an Employee shall be credited under 45 Hours of Service for a calendar week if under Section 1.1.18 such Employee would be credited with at least One Hour of Service during that calendar week.

\_\_\_ (d) On the basis of semimonthly payroll periods, an Employee shall be credited with 95 Hours of Service for a semi-monthly payroll period if under Section 1.1.18 such Employee would be credited with at least one Hour of Service during that semimonthly payroll period.

\_\_\_ (e) On the basis that, without regard to his actual recorded hours, an Employee shall be credited with 190 Hours of Service for a calendar month if under Section 1.1.18 such Employee would be credited with at least one Hour of Service during that calendar month.

X (2) **Elapsed Time Method.** [Section 1.2] Notwithstanding (1) above, service will be credited based upon elapsed time for the following purposes: (check as appropriate)

\_\_\_ (a) None

\_\_\_ (b) All

\_\_\_ (c) Eligibility (and Eligibility Breaks in Service)

X (d) Vesting (and Vesting Breaks in Service)(Police and Fire)

- \_\_\_ (e) Minimum Service for benefit accrual for a Plan Year

## M. INVESTMENTS

*[Section 10.14(p)]*

- (1) All funds of a Plan for police officers or fire fighters must be invested pursuant to the policies established by the Nebraska Investment Council.
- (2) The Trustee's collective investment fund or funds are incorporated by reference into this Agreement, as indicated in Appendix "C" of the Basic Municipal Employees Plan and Trust, or otherwise agreed by the parties in writing from time to time.
- (3) The Trustee is hereby specifically authorized and empowered to invest Plan assets in deposit accounts of Wells Fargo Bank N.A. which bear a reasonable rate of interest and securities offered by Wells Fargo Bank N.A. (*name of Trustee or financial institution*). Such specification shall be permitted in any other applicable document related to funding the Plan, which document shall be incorporated herein by this reference.

*[Section 4.2]*

- (4) **Intermediate Valuation of Accounts.** Participant accounts will be valued for investment purposes as follows: (*select one*)
  - \_\_\_ (a) Annually
  - \_\_\_ (b) Semi-annually
  - \_\_\_ (c) Quarterly
  - \_\_\_ (d) Monthly
  - X (e) Daily

## N. ACCELERATED DISTRIBUTIONS

The following optional provisions for accelerated distributions may be made available to Plan Participants: (*Select as many as shall apply. Not applicable for Police and Fire Plans; and (1) through (4) not applicable if the Plan is a pension plan.*) *[Section 14]*  
N/A

- ☐ (1) Medical emergency
- ☐ (2) Financial hardships
- ☐ (3) Education expenses
- ☐ (4) Purchase of home
- ☐ (5) After Normal Retirement Date

**O. OPTIONAL FORMS OF DISTRIBUTION**

The optional forms of benefit payment provided by this Plan are: *(Select as many as apply. If the requirements of Code section 411(d)(6) are applicable (which is not the case if this Plan is a government plan within the meaning of Code section 414(d)), the City may not eliminate optional forms of payment for benefits which have accrued prior to the date of Plan amendment unless said requirements are satisfied.)*

- ☒ (1) a single sum
- ☒ (2) straight life annuity
- ☒ (3) straight life annuity with a guarantee of at least 60 monthly payments
- ☒ (4) annuity payable for life of Participant and annuity to surviving beneficiary of 100%, 75% or 50% as elected by the City.
- ☐ (5) a combination of (1) through (4)
- ☐ (6) if this Plan is a transferee plan, an optional form of distribution provided under the transferor plan which is required to be preserved under Code section 411(d)(6) (and the regulations issued thereunder – which is not the case if this is a government plan under Code section 414(d)) with respect to accrued benefits of any Participant as of the date of transfer. *(Indicate name of transferor plan and date on which prior accrued benefit distribution options are protected)* \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- ☒ (7) Other (Describe): Single sum in-kind.

**P. MANDATORY DISTRIBUTION ALTERNATIVES (Section 5.1.3(a)(ii))**

The following election is made in lieu of the provisions of Section 5.1.3(a)(ii) reducing the mandatory cash out amount to an amount equal to or less than \$1,000 *(select one)*:

\_\_\_\_ (1) No Mandatory Cash-Outs. An Employee's Vested Retirement Value will not be distributed upon the Employee's termination of service without the Employee's prior written consent, regardless of amount.

X (2) Increased Mandatory Cash Out Amount. Upon termination of service, the Employee's Vested Retirement Value will be automatically distributed without the Employee's consent if the Vested Retirement Value is less than \$3,500 (or not in excess of \$5,000 for plans other than Police or Fire Plans). Said distribution, if greater than \$1,000, will be paid in a direct rollover to an "individual retirement plan" designated by the Plan Administrator if the Employee does not elect to have the distribution paid in a direct rollover directly to an "eligible retirement plan" specified by the Employee in accordance with direct rollover provisions of the Plan, or to receive the distribution directly.

**Q.** The City shall periodically pay to the Trustee a fee for services rendered according to the Trustee Fee Schedule attached to the Basic Municipal Employees Plan and Trust Agreement as Appendix A or otherwise agreed to by the parties, as incorporated herein by this reference as amended from time to time. The terms of any agreement adopted and executed by the City and Trustee separate and apart from this document and defining rights and duties of the parties to said agreement shall be supplemental and additional to, and incorporated by reference into, this document to the extent not contrary to terms contained herein; and the same, if entered before the date of this Adoption Agreement, shall continue and remain in effect. If any terms of any such separate trust document conflict with the terms of this document, the terms of this document shall control.

**R. INITIAL DEPOSIT**

In the case of establishment of a new Plan, the City hereby delivers to the Trustee the sum of \$ N/A as its initial deposit to establish the Trust, and receipt of the stated sum is hereby acknowledged by the Trustee.

**S. SUPPLEMENTAL ELECTIONS, INFORMATION AND PROVISIONS**

Pursuant to Section 1.6 of the Basic Plan Document, the following elections, information and provisions are hereby made, provided and specified and shall be incorporated into and become a part of this Plan notwithstanding any other provision of this Adoption Agreement or the Basic Plan Document to the contrary:

Adoption Agreement I(6) & Basic Plan Document Section 6.1 "Events of Maturity":

Add subsection (c) to Section 6.1 as follows:

“(c) The date the Participant attains age 60 (sixty) or earlier retirement date under the Plan.”

Basic Plan Document Section 7.6 “Optional Forms of Distribution”:

The last paragraph of Section 7.6 is revised to read as follows:

“Any payments for the benefit of a minor child shall be made on behalf of the child to the surviving parent or, if there is no surviving parent, to the legal guardian of the child (with the exception of the right to elect a lump-sum distribution in lieu of a deferred benefit pursuant to Section 5.1.3(c)).”

- T.** The completion of this Adoption Agreement creates certain legal relationships and responsibilities. Accordingly, your legal counsel should review the Plan and Trust prior to the execution of this document so as to insure the suitability of the Plan and Trust for your City.

The City acknowledges that it has consulted with and has been advised by its attorney(s) with respect to the effect of entering this Plan and executing this Adoption Agreement.

Terms used in this Adoption Agreement which are defined in the Plan shall have the meaning given them in the Plan.

The City hereby agrees to the provisions of this Plan and Trust, and, in witness whereof, the City and the Trustee have caused this Agreement to be executed on the date(s) set forth below.

THE CITY OF SCOTTSBLUFF, NEBRASKA

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



## NOTICE TO ADOPTING CITY

Failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

You may contact a Wells Fargo Bank representative at Wells Fargo Center, 4<sup>th</sup> Floor, P.O. Box 82408, Lincoln, Nebraska 68501-2408 or by calling (800)729-5882.

In order to obtain reliance with respect to Plan qualification, the City, upon adopting and executing this Plan, must apply to the Employee Plans Determinations of the Internal Revenue Service for a determination letter.

This Adoption Agreement may only be used with the Basic Municipal Employees Plan and Trust Agreement.

CITY OF SCOTTSBLUFF, NEBRASKA, Employer

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

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

\_\_\_\_\_  
Title

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

WELLS FARGO BANK, Trustee

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

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

\_\_\_\_\_  
Title

Date \_\_\_\_\_

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

**AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SCOTTSBLUFF, NEBRASKA TO AMEND AND RESTATE THE CITY OF SCOTTSBLUFF FIREFIGHTERS' RETIREMENT PLAN AND TRUST; TO AUTHORIZE FURTHER ACTIONS; AND TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY AND THE EFFECTIVE DATE HEREOF.**

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

SECTION 1. Pursuant to Nebraska Statutes, Sections 16-1020 through and including 16-1042, the City maintains the City of Scottsbluff, Nebraska Firefighters' Retirement Plan and Trust embodied in plan documents including an adoption agreement and basic plan document constituting an integral part thereof, as well as various amendments required by applicable law ("Plan").

SECTION 2. The Plan is required by applicable tax law to be amended and restated into a restated plan document incorporating prior amendments and changes to tax laws, regulations and other guidance, including the Pension Protection Act of 2006, Heroes, Earnings Assistance and Relief Tax Act of 2008, and Worker, Retiree, and Employer Recovery Act of 2008. For this purpose, there has been presented to the City a proposed retirement plan and trust embodied in instruments entitled "Adoption Agreement" together with a "Basic Municipal Employees Plan and Trust Agreement" ("Basic Plan Document") as an integral part thereof (together the Adoption Agreement and Basic Plan Document sometimes are referred to herein together as "Agreements"), which Agreements have been reviewed by legal counsel for the City.

SECTION 3. The City does hereby approve and adopt said Agreements as the amendment and restatement of the Plan, and makes the designations and elections with respect to the Plan as indicated in the Adoption Agreement, to be effective on the date(s) specified in the Adoption Agreement or Basic Plan Document.

SECTION 4. That the Mayor is authorized to execute said Adoption Agreement and Basic Plan Document on behalf of the City, and the City Manager is authorized and directed to provide the same to the Trustee (for its written acceptance, if determined necessary or appropriate), and if directed in this Ordinance or otherwise determined necessary or advisable, to cause said Agreements to be submitted, together with such supporting data as may be necessary or advisable and applicable application fee, to the Internal Revenue Service for ruling as to whether the same complies with the pertinent provisions of the Internal Revenue Code of the United States and, in particular, Sections 401(a) and 501(a) thereof, with authority to make any changes in or to the designations, elections or provisions under or of said Adoption Agreement or Basic Plan Document and take such further actions as the City Manager determines necessary or appropriate to obtain a favorable ruling or as otherwise required for the qualified status of the Plan.

SECTION 5. All ordinances and parts of ordinances as previously enacted that are in conflict with this Ordinance or any part hereof are hereby repealed.

SECTION 6. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this Ordinance. The Mayor and City Council hereby declare that it would have passed this Ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION 7. This Ordinance shall be in force and take effect from and after passage, approval and publication as provided by law.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.

CITY OF SCOTTSBLUFF, NEBRASKA

\_\_\_\_\_  
\_\_\_\_\_, Mayor

ATTEST:

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

# **City of Scottsbluff, Nebraska**

**Monday, December 16, 2013**

**Regular Meeting**

## **Item Resolut.10**

**Council to consider approval of the Resolutions appointing Philip Mark Bohl as the City of Scottsbluff Street Superintendent for 2013 and 2014.**

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

**RESOLUTION NO. \_\_\_\_\_**

WHEREAS, the State of Nebraska, through the Nebraska Department of Roads (“NDOR”) requires a licensed Street Superintendent be named each year for municipalities within the State of Nebraska; and

WHEREAS, the City of Scottsbluff (“City”) has an employee, Philip Mark Bohl, who is a licensed Street Superintendent; and

WHEREAS, the City has appointed and Philip Mark Bohl has agreed to be the City’s Street Superintendent for the 2013 calendar year.

NOW, THEREFORE, BE IT RESOLVED by the City Council and Mayor of the City of Scottsbluff, Nebraska that Mark Bohl, Nebraska Street Superintendent #1103, is appointed as the City of Scottsbluff Street Superintendent for the 2013 calendar year.

This Resolution shall become effective upon its passage and approval.

**PASSED and APPROVED** on December 16, 2013.

\_\_\_\_\_  
Mayor

ATTEST:

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

## CERTIFICATE OF PASSAGE

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

I, Cynthia Dickinson, duly appointed and acting City Clerk of the City of Scottsbluff, Nebraska, do hereby certify that this is true and a correct copy of Resolution No. \_\_\_\_\_, passed and approved at a regular meeting of the City Council of Scottsbluff, Nebraska, duly called and conducted on \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Cynthia Dickinson

Subscribed and sworn to before me on \_\_\_\_\_, 201\_\_.

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

**RESOLUTION NO. \_\_\_\_\_**

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**PASSED and APPROVED** on December 16, 2013.

\_\_\_\_\_  
Mayor

ATTEST:

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

## CERTIFICATE OF PASSAGE

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

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\_\_\_\_\_  
Cynthia Dickinson

Subscribed and sworn to before me on \_\_\_\_\_, 201\_\_.

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