

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

Regular Meeting
July 21, 2014
6:00 PM

1. Roll Call
2. Pledge of Allegiance.
3. **For public information, a copy of the Nebraska Open Meetings Act is available for review.**
4. Notice of changes in the agenda by the city clerk (Additions may not be made to this agenda less than 24 hours before the beginning of the meeting unless added under Item 5 of this agenda.)
5. Citizens with business not scheduled on the agenda (As required by state law, no matter may be considered under this item unless council determines that the matter requires emergency action.)
6. Consent Calendar:
 - a) Approve the minutes of the July 7, 2014 Regular Meeting.
 - b) Council to excuse the absence of Council Member Shaver from the July 7, 2014 Regular Meeting.
 - c) Council to approve the plans and specifications for the fencing at the compost facility and authorize the city clerk to advertise for bids to be received by August 12, 2014 at 2:00 p.m.
 - d) Council to approve the appointment of Victoria Casillas to the Lied Scottsbluff Public Library Board.
7. Claims:
 - a) Regular claims
8. Public Hearings:
 - a) COUNCIL TO CONVENE AS THE COMMUNITY DEVELOPMENT AGENCY.
 - b) COMMUNITY DEVELOPMENT AGENCY TO RECESS.
 - c) CITY COUNCIL TO RECONVENE.
 - d) PUBLIC HEARING
 - e) COUNCIL TO TAKE ACTION ON THE RESOLUTION AND REDEVELOPMENT PLAN.
 - f) COMMUNITY DEVELOPMENT AGENCY TO RECONVENE AND TAKE ACTION ON THE RESOLUTION CONCERNING THE REDEVELOPMENT

CONTRACT AND BOND

- i) Community Development Agency to consider and take action on a Resolution to approve the proposed Redevelopment Contract for Block Two, Reganis Subdivision in the City of Scottsbluff, NE and the Tax Increment Development Revenue Bond for the Fairfield Inn Redevelopment.
 - g) CITY COUNCIL TO RECONVENE.
- 9. Petitions, Communications, Public Input:
 - a) Council to receive a report from Keep Scottsbluff Gering Beautiful.
- 10. Bids & Awards:
 - a) Council to award the bid for hail damage repairs at the Public Safety Building to Twin City Roofing.
 - b) Council to award the bid for hail damage repairs at the Police Storage Building and indoor shooting facility to Twin City Roofing.
 - c) Council to award the bid for hail damage repairs at the Transportation buildings to Twin City Roofing.
- 11. Reports from Staff, Boards & Commissions:
 - a) Council to consider a revised agreement with Verizon Wireless to lease city-owned property located at Highway 92 and County Road 19.
 - b) Council to receive an update on the progress of the Economic Development plan.
 - c) Council to receive an update on the Avenue I construction progress.
 - d) Council discussion, instructions and possible action concerning the reauthorization of the sales tax and LB840 portion of the tax.
 - e) Council discussion, instructions and possible action regarding placing a question or referendum on the November general election ballot concerning a bond issue for an overpass or underpass rail crossing at 5th Ave.
- 12. Resolution & Ordinances:
 - a) Council to consider a Resolution supporting the Ports-to-Plains Alliance urging Congress to fix the Federal Highway Trust Fund.
 - b) Council to remove from the table, the Ordinance adopting the 2014 National Electrical Code.
 - c) Council to consider the Ordinance adopting the 2014 National Electrical Code.
 - d) Council to consider the Ordinance to Vacate Lots One and Two, Block 1, Idlewylde Addition of Scottsbluff (third reading).
- 13. Executive Session
 - a) Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda.
- 14. Public Comments: The purpose of this agenda item is to allow for public comment of items for potential discussion at a future Council Meeting. Comments brought to the

Council are for information only. The Council will not take any action on the item except for referring it to staff to address or placement on a future Council Agenda. This comment period will be limited to three (3) minutes per person

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

City of Scottsbluff, Nebraska

Monday, July 21, 2014

Regular Meeting

Item Consent1

Approve the minutes of the July 7, 2014 Regular Meeting.

Staff Contact: Cindy Dickinson, City Clerk

Regular Meeting
July 7, 2014

The Scottsbluff City Council met in a regular meeting on Monday, July 7, 2014 at 6:00 p.m. in the Council Chambers of City Hall, 2525 Circle Drive, Scottsbluff. A notice of the meeting had been published on July 3, 2014, 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 July 3, 2014. An agenda kept continuously current was available for public inspection at the office of the city clerk at all times from publication of the notice to the time of the meeting.

Mayor Randy Meininger presided and City Clerk Dickinson recorded the proceedings. The Pledge of Allegiance was recited. Mayor Meininger welcomed everyone in attendance and encouraged all citizens to participate in the council meeting asking those wishing to speak to come to the microphone and state their name and address for the record. Mayor Meininger informed those in attendance that a copy of the Nebraska Open Meetings Act is posted in the back of the room on the west wall for the public's review. The following Council Members were present: Raymond Gonzales, Mark McCarthy, Randy Meininger, and Liz Hilyard. Absent: Scott Shaver.

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

Moved by Council Member Gonzales, seconded by Mayor Meininger, that:

1. "The minutes of the June 16, 2014 Regular Meeting be approved,"
2. "Council Member Hilyard be excused from the June 16, 2014 Regular Meeting,"
3. "Thursday, July 17, 2014, 8:00 a.m., be set as a Special Budget Workshop Meeting at the Scottsbluff Council Chambers, 2525 Circle Drive, Scottsbluff,"
4. "July 21, 2014 6:05 p.m. be set as a Public Hearing for the purpose of reviewing the Redevelopment Plan for Fairfield Inn at Winters Creek Drive,"
5. "A Community Festival Permit be approved for the Downtown Scottsbluff Association for "Sidewalk Sales" on Broadway from 15th St. to 20th St. on July 17, 18 & 19, 2014 from 7:00 a.m. to 7:00 p.m.," "YEAS", Gonzales, McCarthy, Meininger, and Hilyard, "NAYS", none. Absent: Shaver.

Moved by Mayor Meininger, seconded by Council Member Gonzales, "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 July 7, 2014, as on file with the City Clerk and submitted to the City Council," "YEAS", Gonzales, McCarthy, Hilyard and Meininger "NAYS" None. Absent: Shaver.

CLAIMS

3M CENTER-TRAFFIC CONTROL,PAVEMENT MARKING TAPE,9665.48; ACTION
COMMUNICATION INC.,CONTRACTUAL SVC,241.74; AE SERVICES,LLC,EQUIP MAINT,85;

ALAMAR UNIFORMS, UNIFORMS/EQUIP MAINT, 2088.8; AMAZON.COM HEADQUARTERS, BKS/DPT SUP., 330.62; AQUA PRODUCT KC, EQUIP MAINT, 38.57; ASSURITY LIFE INSURANCE CO, LIFE INS, 34.36; AULICK'S TLC, DEPT SUP, 575.8; AUTOZONE, INC, ANTIFREEZE, 39.75; BERNHARDT, KIRK, CONTRACTUAL SVC, 144; BLUFFS SANITARY SUPPLY INC., JAN. SUP., 852.39; CAPITAL BUSINESS SYSTEMS INC., CONT. SVCS, 315.58; CARR TRUMBULL LBR INC., SUPP, 13.16; CARRELL, PEGGY, TREE REBATE, 109.98; CASH-WA DISTRIBUTING, CONCESSION SUPP, 2804.54; CEMENTER'S INC, CONCRETE, 2680.76; CENTURY MFG, OTHER FUELS, 567.69; CHAIN, JACK, TREE REBATE, 150; CHANCELLOR, ANTHONY G, CONTRACTUAL SVC, 126; COLONIAL LIFE & ACCIDENT INS CORP, I, SUPP LLIFE & DIS INS, 48.7; CONSOLIDATED MANAGEMENT, SCHOOLS & CONF, 567.5; CONTRACTORS MATERIALS INC., SUPP, 880.49; CREDIT MANAGEMENT SERVICES INC., WAGE ATTACH, 1172; CRESCENT ELECT. SUPPLY COMP INC, ELECT. SUPP, 34.44; CULLIGAN OF SCOTTSBLUFF, DEPT SUPPLIES, 99.5; DALE'S TIRE & RETREADING, INC., VEHICLE MTNC, 1531.52; DAVID M GLENN JR., CONF, 48; ENVIRO SERV INC, SAMPLES, 195; ENVIRONMENTAL ANALYSIS SOUTH, INC, CONTRACTUAL SVC, 549.9; FEDERAL EXPRESS CORP., SHIPPING FEES, 92.15; FLOYD'S TRUCK CENTER, INC, VEHICLE MTNC, 1784.57; FRANK IMPLEMENT INC., EQUIP MAINT, 22.04; FREMONT MOTOR SCOTTSBLUFF, LLC, VEH MAINT, 2739.03; FYR-TEK, FOAM, 390; GARTON, LYNN, CONF, 118; GERING VALLEY PLUMBING & HTG. INC, BLDG MAINT, 7385; GOLD WATCH LLC, DISPOSAL FEES, 2250; GOMEZ, ROBERT, CONTRCTUAL SVC, 180; HAWKINS, INC., CHLORINE, 2510.5; HAYES, KIRK, TREE REBATE, 109.98; HAYWARD, ANDREW, CONTRCTUAL SVC, 836; HEILBRUN FARM IND SUPP. INC., EQUIP MAINT, 371.29; HELENA CHEMICAL COMPANY, CONTRACTUAL SVC, 5124.48; HENWIL CORPORATION, CHEMICALS, 5198; HODGES, JOSHUA H, CONTRACTUAL SVC, 18; HOME DEPOT CREDIT SERVICES, DEPT SUPP, 203.64; HONEY WAGON EXPRESS, CONTRACTUAL SVC, 155; HULLINGER GLASS & LOCKS INC., DEPT SUPP, 18.5; HWM, INC, EQUIP. MAIN., 425; ICMA RETIREMENT TRUST-457, DEF COMP, 2650.28; IDEAL LINEN SUP INC., SUPP - PAPER TOWELS, 436.31; INDEPENDENT PLUMBING & HEATING, INC, GRNDS MAINT, 198.79; INGRAM LIBRARY SERVICES INC, BKS, 1731.89; INLAND TRUCK PARTS INC, VEH REPAIR, 398.94; INTERNAL REVENUE SERVICE, W/H TAXES, 66405.3; INTERNAL REVENUE SERVICE, 941 W/H, 63986.45; INT'L ASSOC PLBG&MEC OFF, DEPT MMBRSHIP, 150; INTRALINKS, INC, SERVICES, 204.67; JIRDON AGRI CHEM. INC., GRNDS MAINT, 619.26; JOHN DEERE FINANCIAL, DEPT SUPP, 73.94; JOHN DEERE FINANCIAL, GRNDS MAINT, 69.48; JOHN DEERE FINANCIAL, DEPT SUPP, 25.74; JOHN DEERE FINANCIAL, DEPT SUPP, 23.92; JOHN DEERE FINANCIAL, GRNDS MAINT, 42.44; JOHN DEERE FINANCIAL, DEPT SUPP, 13.74; JOHNSON, RICHARD, CONTRCTUAL SVC, 1600; KELLEY, GARY, TREE REBATE, 124.98; KEMBEL SAND & GRAVEL INC, GRNDS MAINT, 400.56; KIMBALL MIDWEST, SUPP, 114.07; KLM ENTERPRISES, SPEC EVENTS, 1000; KRAMES STAYWELL, LLC, DEPT SUPP, 28.55; KRIZ-DAVIS COMPANY INC., ELECTRICAL MAINT, 550; LAWSON, JAMY A, CONTRCTUAL SVC, 254; LEAGUE ASSOC OF RISK MANAGEMENT, INS PREM, 12805.59; LOGAN CONTRACTORS SUPPLY INC, PARTS, 499.5; LYNN PEAVEY CO INC, INVEST SUPPL, 193.4; M.C. SCHAFF & ASSOC, INC, AIRPORT ROAD SOUTH WATER MAIN PROJECT, 8495; MADISON NATIONAL LIFE INS CO, INC, INS, 1812.99; MAILFINANCE INC, EQUIP

LEASE,106.76; MARIE'S EMBROIDERY,UNIFORMS,33; MELISSA POHL,REIMB.,13.5; MENARDS,DEPT SUPP,1305.65; MENDOZA, PAUL,CONTRACTUAL SVC,198; MIDWEST FARM SERVICE-ALLIANCE,EQUIP MAINT,84.78; MONEY WISE OFFICE SUPPLIES,DEPT SUPP,374.12; MOWER SHOP, THE,EQUIP MAINT,75.11; NE CHILD SUPPORT PAYMENT CENTER,NE CHILD SUPPORT PYBLE,4178.12; NE DEPT OF REVENUE,SALES TAX,16536.69; NE DEPT OF ROADS,FINAL PAYMENT ON HWY. 26 CONTROLLER,13135.22; NEBR ENVIRONMENTAL PRODUCTS,PARTS,536.5; NEBRASKA MACHINERY COMPANY,PARTS,10.82; NEBRASKA STATEWIDE ARBORETUM,DEPT SUP,1088.85; NEOPOST USA INC,EQUIPMENT,7213; NORTHWEST PIPE FITTINGS, INC. OF SCB,DEPT SUP,1017.33; OCLC, INC,CONT. SVCS,176.12; OROZCO, BRET T,CONTRACTUAL SVC,18; OUTDOOR RECREATION PRODUCTS,STRUCTURES,27165; PANHANDLE CONCRETE PROD INC.,DEPT SUP,228; PANHANDLE COOP INC.,GASOLINE,5491.34; PAUL REED CONSTRUCTION & SUPPLY,INC,AIRPORT ROAD SOUTH WATER MAIN PROJECT,12465.18; PEPSI COLA OF WESTERN NE LLC,CONCESSION SUPP,1127.8; PIER GENIUS DOCK SYSTEMS,EQUIP,19998.78; PLATTE VALLEY BANK,HSA,27949.42; POSTMASTER,POSTAGE,1232.34; POWERPLAN,PARTS,6.44; PRINT BROKER,DEPT SUPP,460; PRINT EXPRESS,DEPT SUPPL,772.26; PUBLIC SAFETY CENTER,SUPL,200.81; QUILL CORP,DEPT SUPPL,439.52; RCI,MEDICAL CLAIMS,115,333.45; REAMS SPRINKLER SUPPLY CO., INC,EQUIP,1867.33; REGION I OFFICE OF HUMAN DEVEL,CONTRACTUAL SERVICES,825; REGIONAL WEST MEDICAL CENTER,CONSULTING,219.9; REGIONAL WEST PHYSICIANS CLINIC,CONSULTING,509; RIOS JR, ESQUIO,CONTRACTUAL SVC,288; RIVERSIDE DISCOVERY CENTER,CONTRACTUAL SVC,87500; RODRIGUEZ III, BENJAMIN,EQUIP,6575; ROOSEVELT P P DIST,PUMPING POWER,1959.42; S M E C,EMPLOYEE DEDUCTIONS,476; SANDBERG IMPLEMENT, INC,EQUIP MAINT,2761.08; SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,420; SCB POLICE OFFICERS ASS'N,POLICE EE DUES,756; SCHANEMAN, EMILY,PARK REFUND,25; SCOTTSBLUFF BODY & PAINT, INC,CONTRACTUAL,970; SCOTTSBLUFF SENIOR CENTER,CONTRACT,5750; SCREENVISION DIRECT,STRM WTR SRVCS,240; SIMON CONTRACTORS,CONCRETE,6867.61; SIRSIDYNIX #774271,EQUIP. MAIN.,7655.68; SLAFTER OIL CO INC.,VEHICLE MTNC,164.55; SNELL SERVICES INC.,ELEC MAINT,5918.22; SOURCE GAS,MONTHLY ENERGY FUEL,6762.78; SPECIAL INVESTIGATIONS,INVEST SUPPL-HIDTA,3000; STAPLES,DEPT SUP,899.21; STATE OF NE.,CONTRACTUAL,105; STATE OF NEBR-DEPT OF ADMIN SVC,MONTHLY LONG DISTANCE,138.6; SWANK MOTION PICTURES INC,DEPT SUPP,374; THE GALE GROUP,SBSCS,1714.7; THE SHERWIN-WILLIAMS CO,GRIND LAZER,19328.59; THOMAS P MILLER & ASSOC, LLC,CONTRACT,33266.66; TOTAL FUNDS BY HASLER,PSTG,500; TOYOTA FINANCIAL SVCS,HIDTA CAR LEASE,383.99; TYLER TECHNOLOGIES, INC,FEES,348; U S WELDING, INC,DEPT SUPPLIES,68.45; UNIQUE MANAGEMENT SERVICES, INC,CONT. SVCS.,232.7; UNITED CHAMBER OF COMMER,TRAINING,30; UPSTART ENTERPRISES, LLC,DEPT SUPPL,271.75; US BANK,LICENSES,2196.28; USA BLUEBOOK,DEPT SUP,775.88; VAN GALDER, JONATHAN P,CONTRACTUAL SVC,90; VERIZON WIRELESS,CELL PHONES,704.81; VIAERO WIRELESS,CONTRACTUAL SVC,36.21; VILLAGE OF LYMAN,REFUND,61.14; VISTABEAM,DEPT SUPP,109.9; WALMART COMMUNITY/GEMB,BLDG MAINT,777.42;

WARD LABORATORIES, INC., STRM WTR SRVCS, 38; WELLS FARGO BANK N.A., RETIREMENT, 58150.49; WESTCO, DEPT SUPPLIES, 181.95; WESTERN TRAVEL TERMINAL, VEH MAINT, 33; WINNELSON COMPANY INC., GRNDS MAINT, 14.2; YMCA OF SCOTTSBLUFF, FITNESS PROGRAM, 2014.05; YSI INC, DEPT SUP, 304.3; ZM LUMBER CO., EQUIP MAINT, 62.7; HAYLEY HOFFMAN, REFUND, 30.92; KYLIE CONE, REFUND, 110.94; COURTNEY SMITH, REFUND, 33.86; GARRETT HINRICHS, REFUND, 30.33; MARIA HALEY, REFUND, .63; JEFFREY BAKER, REFUND, 3.00; DONALD BURNS, REFUND, 39.77.

Council reviewed the May 2014 Financial Report. City Manager Kuckkahn reported that we are still watching the sales tax revenue very closely as we prepare for the budget workshop.

Mr. Kuckkahn presented the National Night Out Community Event permit and explained that this is a city sponsored event which will be covered by the city's insurance. Moved by Mayor Meininger, seconded by Council Member Hilyard, "to approve the Community Festival Permit for National Night Out on Broadway from 15th St. to 20th St. on August 5, 2014 from 4:00 p.m. to 9:00 p.m. including street closures, vendors and noise permit," "YEAS", Gonzales, McCarthy, Hilyard and Meininger "NAYS" None. Absent: Shaver.

Regarding the Liquor License Manager appointment, Catherine Reynolds approached the Council and explained the changes that she is making at the 18th Street Bar and Grille to make it a more family friendly atmosphere. Catherine and her husband, Shane, will plan to offer more meals, including lunch, so the establishment is not just a "bar". All of the staff have received the alcohol server training offered through the Nebraska State Patrol. They have a "no tolerance" policy as it pertains to employees who serve to underage customers. Minors can only be at the business until 10:00 p.m. They are working on re-branding, and hoping to attract more families with games and activities.

Ms. Reynolds said they offer rewards for employees who report any minors who are trying to order alcohol. She is in charge of the inventory and ordering all alcohol, which is kept in a locked area. Both Catherine and Shane have had extensive experience in the bar business and other occupations. Police Chief Spencer submitted a memo explaining that there were no findings or issues with background checks that would negatively impact this manager appointment. Moved by Council Member Gonzales, seconded by Council Member McCarthy, "to submit a positive recommendation to the Nebraska Liquor License Commission appointing Catherine Reynolds as the manager of the 18th Street Bar and Grille Liquor License, 1722 Broadway, Scottsbluff," "YEAS", Gonzales, McCarthy, Hilyard and Meininger "NAYS" None. Absent: Shaver.

City Manager Kuckkahn presented the following bids which were submitted for the compost facility: Paul Reed Construction, \$474,242.06; Rusch's General Contracting \$381,483.20; and Anderson-Shaw Construction \$526,229.20. The Engineer's estimate for this project was \$427,840.00. After reviewing the bids and completing a careful background check and work history report, the Engineer recommended awarding the bid to Rusch Construction. Moved by Mayor Meininger, seconded by Council Member McCarthy, "to award the bid for the compost facility to Rusch Construction in the amount of \$381,483.20, as the best and lowest bid," "YEAS", Gonzales, McCarthy, Hilyard and Meininger "NAYS" None. Absent: Shaver.

Mr. Kuckkahn explained the lease agreement with Verizon Wireless, for a small area located in the City's well field at Highway 92 and County Road 19. This agreement provides for only the lease of the land for \$9600.00 per year for an initial term of five years. Verizon will apply for the proper permits which will be reviewed by the Planning Commission prior to construction. Access to the property will not be a problem for city maintenance. Moved by Council Member Gonzales, seconded by Council Member Hilyard, "to approve the agreement with Verizon Wireless to lease city-owned property located

at Highway 92 and County Road 19,” “YEAS”, Gonzales, McCarthy, Hilyard and Meininger “NAYS” None. Absent: Shaver.

Mr. Darren Gebhart of Simon Contractors gave the Council an update on the Avenue I construction project. Simon Contractors is the general contractor for this project. He explained that work on the project has been at a standstill since the subcontractor, Perkins & Perkins, defaulted on the project two weeks ago. There is a certain protocol with a Disadvantaged Business Enterprise (DBE) that they are required to follow with the Nebraska Department of Roads (NDOR). The NDOR gave Simon’s permission to withhold liquidated damages from Perkins & Perkins, however, since they couldn’t pay the liquidated damages and continue to work, Perkins pulled their crew from the job. Simon’s has contacted other DBE’s in the area, however, neither one of those are available to work, so they are now able to solicit other subcontractors to complete the work. They have found a local concrete contractor to finish the job, and are waiting for the NDOR to approve this subcontractor. Providing the subcontractor is approved, they hope to start again on the project this Wednesday, July 9th and begin with the street the week of July 14th.

Council Member Gonzales asked Mr. Gebhart to explain the comments regarding liquated damages in his letter to Jack Baker, Project Engineer. He explained that they are federally mandated to use DBE businesses. Perkins & Perkins were checked out with the NDOR and are an accredited contractor. They started with reasonable size crew. Simon’s mentored the subcontractor as there were workmanship and progress issues. The potential liquated damages were more than what the subcontractor would be paid. They did receive written authority from the State to collect, however, realistically, they don’t have the funds, so it would pass on to Simon’s. Simon’s had already paid Perkins & Perkins as part of DBE mentoring to help them be successful.

Mr. Olsen, City Attorney, commented that Simon’s provided the City a bond which assures a timely completion of this work and provides for liquidated damages. He asked how can the Council justify letting them off the hook. Mr. Gebhart said that Simons did everything they could do through the mentoring process, however, it failed. Simons is on the hook, all they can do is try to progress from here, and ask for leniency. He added that they are responsible for liquidated damages, but they were following the program’s mentoring guidelines. Mr. Olsen asked if there were any subcontractors who didn’t require mentoring. Mr. Gebhart responded that there were, but they did not award the bid to them because their bid was significantly higher, they took the lowest responsive bid. They determined they were responsive because they checked references thru the NDOR Liason and noted that they had previously done acceptable concrete work in 2012 and 2013. Mr. Gebhart did not have a comment regarding their workmanship on this project.

Mr. Kuckkahn added that he had the impression they had never done this work before. Mr. Gebhart said they have done this type of work in Omaha and Lincoln. Council Member Gonzales asked the City Manager why nothing was done when we saw the red flags. Mr. Kuckkahn commented that City Staff made it very clear and direct as to what our expectations were. The City was not part of the problem; staff was at the job site constantly asking for explanations. Mr. Mark Bohl, Public Works Director, made it very clear that the work was not acceptable.

Council Member McCarthy asked Mr. Gebhart about conversations he had with Perkins & Perkins. He explained that he was not involved in day to day conversations, but since Simon’s has experience with concrete work, as a mentor, they tried to help the crew that was present. Mayor Meininger commented that Simon’s as the General Contractor should have tried to terminate the contract earlier. Mr. Gebhart said that they were trying to adhere to the intent of the DBE program.

Mr. Kuckkahn asked for authorization to send a letter to Simon Contractors. Moved by Mayor Meininger, seconded by Council Member Hilyard, “to authorize City Manager Kuckkahn to send a letter to Simon Contractors, explaining that the City intends to exercise all provisions of the contract for Project

No. URB-5703(2) including liquidated damages,” “YEAS”, Gonzales, McCarthy, Hilyard and Meininger “NAYS” None. Absent: Shaver.

Mr. Gebhart said he would return to the July 21, 2014 Council Meeting to give another update on the progress of this project.

Regarding the 2014 National Electrical Code, Mr. Kuckkahn explained that the City has one year from the time the Governor signed the law, April 2014, to get through all of the channels of implementing the code. At that point, we can only implement as much as is possible due to equipment availability. Mr. Kuckkahn’s recommendation after getting input from the state is to adopt the Ordinance. Most of the items added to the code refer to health safety items.

Council would like more clarity about the Ordinance and if there is a requirement to read it again. Moved by Mayor Meininger, seconded by Council Member Hilyard, “to table the Ordinance which would adopt the 2014 National Electrical Code, until the July 21, 2014 Council Meeting,” “YEAS”, Gonzales, McCarthy, Hilyard and Meininger “NAYS” None. Absent: Shaver.

Council introduced the Ordinance to Vacate Lots One and Two, Block 1, Idlewylde Addition of Scottsbluff, which was read by title on second reading: AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA, VACATING LOTS 1 AND 2, BLOCK 1, IDLEWYLDE ADDITION TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA, EXCEPT THAT PART OF LOT 1, DEEDED TO THE STATE OF NEBRASKA DEPARTMENT OF ROADS IN DEED BOOK 208, PAGE 132, ALL IN THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA.

Under Public Comments, Mr. Kyle Baucum approached the Council regarding a letter he received from the City Manager asking him to move two outbuildings on his property, which are located on the easement. These structures that were built by a previous owner were approved 8 years ago. However, since then the problem was identified by NPPD, who needed them moved to build their transformer. Since then, Mr. Baucum said that NPPD has informed him that the buildings are not a problem and can remain. Mr. Kuckkahn informed Mr. Baucum that all residents with structures in the easement were notified. He added that we would need to have a copy of the letter from NPPD for further consideration.

Moved by Council Member Hilyard, seconded by Council Member McCarthy, “to adjourn the meeting at 6:50 p.m.,” “YEAS”, Gonzales, McCarthy, Hilyard and Meininger “NAYS” None. Absent: Shaver.

Mayor

ATTEST:

City Clerk

City of Scottsbluff, Nebraska

Monday, July 21, 2014

Regular Meeting

Item Consent2

Council to excuse the absence of Council Member Shaver from the July 7, 2014 Regular Meeting.

Staff Contact: Rick Kuckkahn, City Manager

City of Scottsbluff, Nebraska

Monday, July 21, 2014

Regular Meeting

Item Consent3

Council to approve the plans and specifications for the fencing at the compost facility and authorize the city clerk to advertise for bids to be received by August 12, 2014 at 2:00 p.m.

Staff Contact: Rick Kuckkahn, City Manager

Agenda Statement

Item No.

For meeting of: July 21, 2014

AGENDA TITLE: Consider approval of plans and specifications for Security Fencing at the Compost Facility and authorize the City Clerk to advertise for bids to be received prior to 2:00 p.m. on August 12, 2014.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Public Works Department

PRESENTATION BY: Consent

SUMMARY EXPLANATION: Plans and specifications have been created to construct a security fence around the Compost Facility site. The installation of security fencing is one of the requirements for obtaining a permit for operations. With Council approval, we will advertise for bids to be received from contractors.

Plans and specifications are on file with the City Clerk.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Staff recommends that Council approve the plans and specifications and authorize the City Clerk to advertise for bids to be received on August 12, 2014 at 2:00 p.m.

EXHIBITS

Resolution ☐ Ordinance ☐ Contract ☐ Minutes ☐ Plan/Map ☐

Other (specify) ☒ Plans and Specifications (on file with City Clerk)

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

**Advertisement for Bids
Site Security Fencing for Compost Facility at Scottsbluff WTP**

Owner: City of Scottsbluff
Address: 2525 Circle Drive, Scottsbluff, NE 69361

Sealed Bids for the construction of the Site Security Fencing for Compost Facility at Scottsbluff WTP will be received by Cindy Dickinson, City Clerk at City Hall, 2525 Circle Drive, Scottsbluff, Nebraska until 02:00 P.M., (Local Time) August 12th, 2014, and then at said office publicly opened and read aloud.

The Contract Documents may be examined at the following locations:

City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69361

M.C. Schaff & Associates
818 South Beltline Highway East
Scottsbluff, NE 69361

Copies of the Contract Documents may be obtained at the office of M.C. Schaff & Associates located at 818 South Beltline Highway East, Scottsbluff, NE 69361 upon payment of \$25.00 for each set, none of which will be refunded.

/s/ Cindy Dickinson
City Clerk

Publish three times:
07/25/14; 08/01/14; 08/08/14
One affidavit of publication requested

City of Scottsbluff, Nebraska

Monday, July 21, 2014

Regular Meeting

Item Consent4

Council to approve the appointment of Victoria Casillas to the Lied Scottsbluff Public Library Board.

Staff Contact: Abby Yellman, Librarian

Agenda Statement

Item No.

For Meeting of: July 21, 2014

AGENDA TITLE: Library Board Appointment – Victoria Casillas

SUBMITTED BY DEPARTMENT/ORGANIZATION: Library

PRESENTATION BY: Assistant City Manager, Nathan Johnson

SUMMARY EXPLANATION:

Due to the resignation of Carol Holyoke from the Lied Scottsbluff Public Library Board, the recommendation has been made by the library director and library board to select Victoria Casillas to fill the open vacancy. Victoria is a caring mother of several school age children and is a Certified Lactation Consultant at the Gering WIC Office at Community Action Partnership of Western Nebraska (CAPWN). She also sits on the Scottsbluff Public Schools District Advisory Steering Committee and holds the secretary position for the Parents Club at Lake Minatare School. She will be a fantastic addition to the library board and brings a wealth of knowledge and investment in our community.

BOARD/COMMISSION RECOMMENDATION: The LSPL Library Board recommends Victoria Casillas be approved as the new member of the board.

STAFF RECOMMENDATION: Library Director, Abby Yellman, respectfully asks the City Council to accept Victoria Casillas's nomination to the LSPL Library Board to fill the current vacancy.

EXHIBITS

Resolution ☐ Ordinance ☐ Contract ☐ Minutes ☐ Plan/Map ☐

Other (specify) _____

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

City of Scottsbluff, Nebraska

Monday, July 21, 2014

Regular Meeting

Item Claims1

Regular claims

Staff Contact: Renae Griffiths, Finance Director



Expense Approval Report

By Vendor Name

Post Dates 7/8/2014 - 7/21/2014

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: ACTION COMMUNICATION INC.					
Fund: 111 - GENERAL					
radio remote replac	EQUIPMENT MAINTENANCE				662.00
repla. radio equip.	EQUIPMENT MAINTENANCE				2,087.35
EQUIP MAINT	EQUIPMENT MAINTENANCE				50.00
VEH MTC	VEHICLE MAINTENANCE				236.00
Fund 111 - GENERAL Total:					3,035.35
Fund: 218 - PUBLIC SAFETY					
CIP PO#2	DEPARTMENT SUPPLIES				131.97
Fund 218 - PUBLIC SAFETY Total:					131.97
Vendor ACTION COMMUNICATION INC. Total:					3,167.32
Vendor: AIR EVAC EMS, INC					
Fund: 111 - GENERAL					
CONTRACT	CONTRACTUAL SERVICES				46.00
Fund 111 - GENERAL Total:					46.00
Vendor AIR EVAC EMS, INC Total:					46.00
Vendor: ALAMAR UNIFORMS					
Fund: 111 - GENERAL					
UNIFORMS	UNIFORMS & CLOTHING				103.10
Fund 111 - GENERAL Total:					103.10
Vendor ALAMAR UNIFORMS Total:					103.10
Vendor: ALLO COMMUNICATIONS					
Fund: 111 - GENERAL					
LOCAL TELEPHONE CHARGES	TELEPHONE				235.49
LOCAL TELEPHONE CHARGES	TELEPHONE				69.43
LOCAL TELEPHONE CHARGES	TELEPHONE				67.93
LOCAL TELEPHONE CHARGES	TELEPHONE				37.14
LOCAL TELEPHONE CHARGES	TELEPHONE				227.93
LOCAL TELEPHONE CHARGES	TELEPHONE				211.28
LOCAL TELEPHONE CHARGES	TELEPHONE				291.70
LOCAL TELEPHONE CHARGES	TELEPHONE				1,638.50
LOCAL TELEPHONE CHARGES	TELEPHONE				552.06
LOCAL TELEPHONE CHARGES	TELEPHONE				170.58
LOCAL TELEPHONE CHARGES	TELEPHONE				169.08
Fund 111 - GENERAL Total:					3,671.12
Fund: 212 - TRANSPORTATION					
LOCAL TELEPHONE CHARGES	TELEPHONE				518.28
Fund 212 - TRANSPORTATION Total:					518.28
Fund: 213 - CEMETERY					
LOCAL TELEPHONE CHARGES	TELEPHONE				69.43
Fund 213 - CEMETERY Total:					69.43
Fund: 621 - ENVIRONMENTAL SERVICES					
LOCAL TELEPHONE CHARGES	TELEPHONE				141.85
Fund 621 - ENVIRONMENTAL SERVICES Total:					141.85
Fund: 631 - WASTEWATER					
LOCAL TELEPHONE CHARGES	TELEPHONE				135.88
Fund 631 - WASTEWATER Total:					135.88
Fund: 641 - WATER					
LOCAL TELEPHONE CHARGES	TELEPHONE				102.65
Fund 641 - WATER Total:					102.65

Expense Approval Report

Post Dates: 7/8/2014 - 7/21/2014

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 661 - STORMWATER					
LOCAL TELEPHONE CHARGES	TELEPHONE				33.20
Fund 661 - STORMWATER Total:					33.20
Fund: 721 - GIS SERVICES					
LOCAL TELEPHONE CHARGES	TELEPHONE				34.14
Fund 721 - GIS SERVICES Total:					34.14
Vendor ALLO COMMUNICATIONS Total:					4,706.55
Vendor: ANITA'S GREENSCAPING INC					
Fund: 216 - BUSINESS IMPROVEMENT					
PRKG LOT JUNE MNTNCE	CONTRACTUAL SERVICES				175.00
PRKG LOTS	CONTRACTUAL SERVICES				106.00
Fund 216 - BUSINESS IMPROVEMENT Total:					281.00
Fund: 661 - STORMWATER					
LANDSCAPE MNTNCE	CONTRACTUAL SERVICES				175.00
Fund 661 - STORMWATER Total:					175.00
Vendor ANITA'S GREENSCAPING INC Total:					456.00
Vendor: AULICK LEASING CORP					
Fund: 111 - GENERAL					
GRD MTC	GROUNDS MAINTENANCE				471.96
Fund 111 - GENERAL Total:					471.96
Vendor AULICK LEASING CORP Total:					471.96
Vendor: AUTOZONE, INC					
Fund: 111 - GENERAL					
part	VEHICLE MAINTENANCE				7.50
Fund 111 - GENERAL Total:					7.50
Vendor AUTOZONE, INC Total:					7.50
Vendor: B & C STEEL CORPORATION					
Fund: 212 - TRANSPORTATION					
FLAT IRON	EQUIPMENT MAINTENANCE				107.24
Fund 212 - TRANSPORTATION Total:					107.24
Vendor B & C STEEL CORPORATION Total:					107.24
Vendor: BLUFFS SANITARY SUPPLY INC.					
Fund: 111 - GENERAL					
BLD MTC	BUILDING MAINTENANCE				189.79
JANIT SUPPL	JANITORIAL SUPPLIES				6.36
JANIT SUPPL	JANITORIAL SUPPLIES				6.36
BLD MTC	BUILDING MAINTENANCE				117.92
suppl	BUILDING MAINTENANCE				46.00
Jan supp	JANITORIAL SUPPLIES				130.47
suppl.	BUILDING MAINTENANCE				168.75
Fund 111 - GENERAL Total:					665.65
Vendor BLUFFS SANITARY SUPPLY INC. Total:					665.65
Vendor: CAPITAL BUSINESS SYSTEMS INC.					
Fund: 111 - GENERAL					
Equip Maint	EQUIPMENT MAINTENANCE				66.88
Cpr main.	CONTRACTUAL SERVICES				87.23
Fund 111 - GENERAL Total:					154.11
Vendor CAPITAL BUSINESS SYSTEMS INC. Total:					154.11
Vendor: CARR TRUMBULL LBR INC.					
Fund: 111 - GENERAL					
BLDG MAINT	BUILDING MAINTENANCE				92.70
Fund 111 - GENERAL Total:					92.70

Expense Approval Report

Post Dates: 7/8/2014 - 7/21/2014

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				4.88
Fund 621 - ENVIRONMENTAL SERVICES Total:					4.88
Vendor CARR TRUMBULL LBR INC. Total:					97.58
Vendor: CASH-WA DISTRIBUTING					
Fund: 111 - GENERAL					
CON SUP	CONCESSION SUPPLIES				213.43
CON SUP	CONCESSION SUPPLIES				309.93
Fund 111 - GENERAL Total:					523.36
Vendor CASH-WA DISTRIBUTING Total:					523.36
Vendor: CELLEBRITE USA, INC					
Fund: 111 - GENERAL					
INVEST SUPPL-HIDTA	INVESTIGATION SUPPLIES				4,197.99
Fund 111 - GENERAL Total:					4,197.99
Vendor CELLEBRITE USA, INC Total:					4,197.99
Vendor: CEMENTER'S INC					
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				232.72
Fund 641 - WATER Total:					232.72
Vendor CEMENTER'S INC Total:					232.72
Vendor: CENTURION TECHNOLOGIES					
Fund: 111 - GENERAL					
Equip main.	EQUIPMENT MAINTENANCE				193.58
Fund 111 - GENERAL Total:					193.58
Vendor CENTURION TECHNOLOGIES Total:					193.58
Vendor: CENTURY LUMBER CENTER					
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				11.97
Fund 621 - ENVIRONMENTAL SERVICES Total:					11.97
Vendor CENTURY LUMBER CENTER Total:					11.97
Vendor: CITY OF GERING					
Fund: 621 - ENVIRONMENTAL SERVICES					
disposal fees	DISPOSAL FEES				41,336.05
Fund 621 - ENVIRONMENTAL SERVICES Total:					41,336.05
Vendor CITY OF GERING Total:					41,336.05
Vendor: CITY OF SCB					
Fund: 111 - GENERAL					
Petty Cash	DEPARTMENT SUPPLIES				11.48
Petty Cash	DEPARTMENT SUPPLIES				5.80
Petty Cash	DEPARTMENT SUPPLIES				3.97
Petty Cash	DEPARTMENT SUPPLIES				12.72
Fund 111 - GENERAL Total:					33.97
Vendor CITY OF SCB Total:					33.97
Vendor: CNA SURETY					
Fund: 111 - GENERAL					
DEPT SUP	DEPARTMENT SUPPLIES				40.00
Fund 111 - GENERAL Total:					40.00
Vendor CNA SURETY Total:					40.00
Vendor: COLONIAL LIFE & ACCIDENT INS CORP, I					
Fund: 713 - CASH & INVESTMENT POOL					
Supp Ins	LIFE INS EE PAYABLE				22.75
Supp Ins	DIS INC INS EE PAYABLE				25.95
Fund 713 - CASH & INVESTMENT POOL Total:					48.70
Vendor COLONIAL LIFE & ACCIDENT INS CORP, I Total:					48.70

Expense Approval Report

Post Dates: 7/8/2014 - 7/21/2014

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: CONNECTING POINT INC					
Fund: 111 - GENERAL					
RENT-MACHINE	RENT-MACHINES				59.87
				Fund 111 - GENERAL Total:	59.87
				Vendor CONNECTING POINT INC Total:	59.87
Vendor: CONSOLIDATED MANAGEMENT					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				199.75
SCHOOLS & CONF	SCHOOL & CONFERENCE				138.50
				Fund 111 - GENERAL Total:	338.25
				Vendor CONSOLIDATED MANAGEMENT Total:	338.25
Vendor: CONTRACTORS MATERIALS INC.					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				6.50
				Fund 111 - GENERAL Total:	6.50
Fund: 641 - WATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				82.84
				Fund 641 - WATER Total:	82.84
				Vendor CONTRACTORS MATERIALS INC. Total:	89.34
Vendor: CREDIT INFORMATION SYSTEMS					
Fund: 111 - GENERAL					
SERVICES	CONSULTING SERVICES				9.50
				Fund 111 - GENERAL Total:	9.50
				Vendor CREDIT INFORMATION SYSTEMS Total:	9.50
Vendor: CREDIT MANAGEMENT SERVICES INC.					
Fund: 713 - CASH & INVESTMENT POOL					
Wage Attach	WAGE ATTACHMENT EE PAY				403.59
Wage Attachment	WAGE ATTACHMENT EE PAY				403.59
				Fund 713 - CASH & INVESTMENT POOL Total:	807.18
				Vendor CREDIT MANAGEMENT SERVICES INC. Total:	807.18
Vendor: CULLIGAN OF SCOTTSBLUFF					
Fund: 111 - GENERAL					
Dep. supp	DEPARTMENT SUPPLIES				32.40
				Fund 111 - GENERAL Total:	32.40
				Vendor CULLIGAN OF SCOTTSBLUFF Total:	32.40
Vendor: DALE'S TIRE & RETREADING, INC.					
Fund: 111 - GENERAL					
EQP MTC	EQUIPMENT MAINTENANCE				159.93
EQP MTC	EQUIPMENT MAINTENANCE				31.86
				Fund 111 - GENERAL Total:	191.79
				Vendor DALE'S TIRE & RETREADING, INC. Total:	191.79
Vendor: DANKO EMERGENCY EQUIPMENT CO					
Fund: 111 - GENERAL					
ppe gear	DEPARTMENT SUPPLIES				387.94
				Fund 111 - GENERAL Total:	387.94
				Vendor DANKO EMERGENCY EQUIPMENT CO Total:	387.94
Vendor: ENVIRO SERV INC					
Fund: 631 - WASTEWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				127.00
				Fund 631 - WASTEWATER Total:	127.00
Fund: 641 - WATER					
SAMPLES	SAMPLES				45.00

Expense Approval Report

Post Dates: 7/8/2014 - 7/21/2014

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
SAMPLES	SAMPLES				60.00
				Fund 641 - WATER Total:	105.00
				Vendor ENVIRO SERV INC Total:	232.00
Vendor: FASTENAL CO.					
				Fund: 111 - GENERAL	
EQP MTC	EQUIPMENT MAINTENANCE				99.02
EQP MTC	EQUIPMENT MAINTENANCE				8.66
				Fund 111 - GENERAL Total:	107.68
				Vendor FASTENAL CO. Total:	107.68
Vendor: FEDERAL EXPRESS CORP.					
				Fund: 631 - WASTEWATER	
SHIPPING FEES	POSTAGE				36.79
				Fund 631 - WASTEWATER Total:	36.79
				Fund: 641 - WATER	
SHIPPING FEES	POSTAGE				37.25
				Fund 641 - WATER Total:	37.25
				Vendor FEDERAL EXPRESS CORP. Total:	74.04
Vendor: FLOYD'S TRUCK CENTER, INC					
				Fund: 111 - GENERAL	
equip. repr.	VEHICLE MAINTENANCE				362.36
vehicle repr.	VEHICLE MAINTENANCE				969.09
				Fund 111 - GENERAL Total:	1,331.45
				Fund: 621 - ENVIRONMENTAL SERVICES	
equipment mtnc	VEHICLE MAINTENANCE				392.57
equipment mtnc	EQUIPMENT MAINTENANCE				185.13
equipment mtnc	EQUIPMENT MAINTENANCE				599.48
vehicle mtnc	VEHICLE MAINTENANCE				20.00
vehicle mtnc	VEHICLE MAINTENANCE				76.03
				Fund 621 - ENVIRONMENTAL SERVICES Total:	1,273.21
				Vendor FLOYD'S TRUCK CENTER, INC Total:	2,604.66
Vendor: FRANK IMPLEMENT INC.					
				Fund: 111 - GENERAL	
EQP MTC	EQUIPMENT MAINTENANCE				189.90
EQP MTC	EQUIPMENT MAINTENANCE				8.63
				Fund 111 - GENERAL Total:	198.53
				Vendor FRANK IMPLEMENT INC. Total:	198.53
Vendor: FUN EXPRESS, LLC					
				Fund: 215 - SPECIAL PROJECTS	
DEPT SUPPL	DEPARTMENT SUPPLIES				160.00
				Fund 215 - SPECIAL PROJECTS Total:	160.00
				Vendor FUN EXPRESS, LLC Total:	160.00
Vendor: GOLD WATCH LLC					
				Fund: 621 - ENVIRONMENTAL SERVICES	
disposal fees	DISPOSAL FEES				919.88
disposal fees	DISPOSAL FEES				750.00
				Fund 621 - ENVIRONMENTAL SERVICES Total:	1,669.88
				Vendor GOLD WATCH LLC Total:	1,669.88
Vendor: GONZALES, ALEXSUS					
				Fund: 111 - GENERAL	
Legal Fees	LEGAL FEES				23.26
				Fund 111 - GENERAL Total:	23.26
				Vendor GONZALES, ALEXSUS Total:	23.26

Expense Approval Report

Post Dates: 7/8/2014 - 7/21/2014

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: HACH COMPANY					
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				159.70
				Fund 641 - WATER Total:	159.70
				Vendor HACH COMPANY Total:	159.70
Vendor: HANSEN, JOSH					
Fund: 111 - GENERAL					
SCHOOLS & CONF	GASOLINE				50.00
SCHOOLS & CONF	SCHOOL & CONFERENCE				129.00
				Fund 111 - GENERAL Total:	179.00
				Vendor HANSEN, JOSH Total:	179.00
Vendor: HARMS, JOHN					
Fund: 111 - GENERAL					
LIC/PMT	LICENSE/PERMITS				40.00
				Fund 111 - GENERAL Total:	40.00
				Vendor HARMS, JOHN Total:	40.00
Vendor: HAROLD CROYTS					
Fund: 111 - GENERAL					
CMPGRD	CAMPGROUND FEES				20.00
				Fund 111 - GENERAL Total:	20.00
				Vendor HAROLD CROYTS Total:	20.00
Vendor: HAWKINS, INC.					
Fund: 641 - WATER					
CHLORINE	CHEMICALS				2,029.45
CHLORINE	CHEMICALS				1,762.45
				Fund 641 - WATER Total:	3,791.90
				Vendor HAWKINS, INC. Total:	3,791.90
Vendor: HD SUPPLY WATERWORKS, LTD					
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				1,677.45
DEPT SUP	DEPARTMENT SUPPLIES				-1,359.45
				Fund 641 - WATER Total:	318.00
				Vendor HD SUPPLY WATERWORKS, LTD Total:	318.00
Vendor: HEILBRUN FARM IND SUPP.INC.					
Fund: 111 - GENERAL					
EQP MTC	EQUIPMENT MAINTENANCE				8.59
EQP MTC	EQUIPMENT MAINTENANCE				40.00
EQP MTC	EQUIPMENT MAINTENANCE				11.09
equip. repr.	VEHICLE MAINTENANCE				1.49
vehicle repr.	VEHICLE MAINTENANCE				83.00
VEH MTC	VEHICLE MAINTENANCE				14.25
VEH MTC	VEHICLE MAINTENANCE				-20.99
				Fund 111 - GENERAL Total:	137.43
Fund: 212 - TRANSPORTATION					
AIR FILTERS	EQUIPMENT MAINTENANCE				50.00
				Fund 212 - TRANSPORTATION Total:	50.00
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				1,253.13
				Fund 621 - ENVIRONMENTAL SERVICES Total:	1,253.13
				Vendor HEILBRUN FARM IND SUPP.INC. Total:	1,440.56

Expense Approval Report

Post Dates: 7/8/2014 - 7/21/2014

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: HEILBRUN'S POWERSPORTS & TRAILER SALES					
Fund: 212 - TRANSPORTATION					
UTILITY TRAILER	DEPARTMENT SUPPLIES				1,566.00
				Fund 212 - TRANSPORTATION Total:	1,566.00
				Vendor HEILBRUN'S POWERSPORTS & TRAILER SALES Total:	1,566.00
Vendor: HOA SOLUTIONS, INC					
Fund: 631 - WASTEWATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				1,421.05
				Fund 631 - WASTEWATER Total:	1,421.05
				Vendor HOA SOLUTIONS, INC Total:	1,421.05
Vendor: HOME DEPOT CREDIT SERVICES					
Fund: 213 - CEMETERY					
DEP SUP	DEPARTMENT SUPPLIES				5.92
				Fund 213 - CEMETERY Total:	5.92
				Vendor HOME DEPOT CREDIT SERVICES Total:	5.92
Vendor: ICMA RETIREMENT TRUST-457					
Fund: 713 - CASH & INVESTMENT POOL					
Def Comp	DEFERRED COMP EE PAY				1,325.14
				Fund 713 - CASH & INVESTMENT POOL Total:	1,325.14
				Vendor ICMA RETIREMENT TRUST-457 Total:	1,325.14
Vendor: IDEAL LINEN SUP INC.					
Fund: 111 - GENERAL					
JAN SUP	JANITORIAL SUPPLIES				157.76
UNIFORMS	UNIFORMS & CLOTHING				96.39
JAN SUP	JANITORIAL SUPPLIES				46.13
JAN SUP	JANITORIAL SUPPLIES				13.29
JAN SUP	JANITORIAL SUPPLIES				82.02
DEP SUP	DEPARTMENT SUPPLIES				82.89
JAN SUP	JANITORIAL SUPPLIES				9.41
DEP SUP	DEPARTMENT SUPPLIES				150.56
JAN SUP	JANITORIAL SUPPLIES				36.89
UNIFORMS	UNIFORMS & CLOTHING				96.39
DEP SUP	DEPARTMENT SUPPLIES				36.30
UNIFORMS	UNIFORMS & CLOTHING				96.39
UNIFORMS	UNIFORMS & CLOTHING				87.21
Jan supp	JANITORIAL SUPPLIES				70.41
Jan supp	JANITORIAL SUPPLIES				70.41
Janitorial Supp	JANITORIAL SUPPLIES				31.40
				Fund 111 - GENERAL Total:	1,163.85
Fund: 212 - TRANSPORTATION					
SUPP	DEPARTMENT SUPPLIES				162.01
SUPP	DEPARTMENT SUPPLIES				38.24
				Fund 212 - TRANSPORTATION Total:	200.25
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				171.80
				Fund 621 - ENVIRONMENTAL SERVICES Total:	171.80
Fund: 641 - WATER					
MATS	CONTRACTUAL SERVICES				26.10
				Fund 641 - WATER Total:	26.10
				Vendor IDEAL LINEN SUP INC. Total:	1,562.00
Vendor: INDEPENDENT PLUMBING & HEATING, INC					
Fund: 111 - GENERAL					
GRD MTC	GROUNDS MAINTENANCE				123.09
GRD MTC	GROUNDS MAINTENANCE				41.61
GRD MTC	GROUNDS MAINTENANCE				37.82
				Fund 111 - GENERAL Total:	202.52

Expense Approval Report

Post Dates: 7/8/2014 - 7/21/2014

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 213 - CEMETERY					
DEP SUP	DEPARTMENT SUPPLIES				60.28
DEP SUP	DEPARTMENT SUPPLIES				16.17
Fund 213 - CEMETERY Total:					76.45
Vendor INDEPENDENT PLUMBING & HEATING, INC Total:					278.97
Vendor: INGRAM LIBRARY SERVICES INC					
Fund: 111 - GENERAL					
Bks	BOOKS				125.49
Bks	BOOKS				70.90
Bks	BOOKS				826.40
Bks	BOOKS				82.36
Fund 111 - GENERAL Total:					1,105.15
Fund: 211 - REGIONAL LIBRARY					
Bks	BOOKS				59.50
Fund 211 - REGIONAL LIBRARY Total:					59.50
Vendor INGRAM LIBRARY SERVICES INC Total:					1,164.65
Vendor: INTERNAL REVENUE SERVICE					
Fund: 713 - CASH & INVESTMENT POOL					
W/H taxes	MEDICARE W/H EE PAYABLE				8,095.66
W/H taxes	FICA W/H EE PAYABLE				30,232.32
W/H taxes	FED W/H EE PAYABLE				27,426.41
Fund 713 - CASH & INVESTMENT POOL Total:					65,754.39
Vendor INTERNAL REVENUE SERVICE Total:					65,754.39
Vendor: INT'L ASSOC OF CHIEFS OF POLICE					
Fund: 111 - GENERAL					
CONSULTING	CONSULTING SERVICES				618.75
Fund 111 - GENERAL Total:					618.75
Vendor INT'L ASSOC OF CHIEFS OF POLICE Total:					618.75
Vendor: JAMES H NEUWIRTH					
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				79.07
Fund 641 - WATER Total:					79.07
Vendor JAMES H NEUWIRTH Total:					79.07
Vendor: JERRY HIGEL					
Fund: 212 - TRANSPORTATION					
TRAFFIC SIGNAL MAIN.	ELECTRICAL MAINTENANCE				864.04
Fund 212 - TRANSPORTATION Total:					864.04
Vendor JERRY HIGEL Total:					864.04
Vendor: JIRDON AGRI CHEM.INC.					
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				123.75
Fund 641 - WATER Total:					123.75
Vendor JIRDON AGRI CHEM.INC. Total:					123.75
Vendor: JOHN DEERE FINANCIAL					
Fund: 212 - TRANSPORTATION					
SUPP	DEPARTMENT SUPPLIES				5.97
SUPP	DEPARTMENT SUPPLIES				109.99
Fund 212 - TRANSPORTATION Total:					115.96
Vendor JOHN DEERE FINANCIAL Total:					115.96
Vendor: JOHN DEERE FINANCIAL					
Fund: 111 - GENERAL					
GRD MTC	GROUNDS MAINTENANCE				10.18
DEP SUP	DEPARTMENT SUPPLIES				56.58

Expense Approval Report

Post Dates: 7/8/2014 - 7/21/2014

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
GRD MTC	GROUNDS MAINTENANCE				5.98
Fund 111 - GENERAL Total:					72.74
Vendor JOHN DEERE FINANCIAL Total:					72.74
Vendor: LEXISNEXIS RISK DATA MANAGMENT INC					
Fund: 111 - GENERAL					
CONSULTING	CONSULTING SERVICES				100.00
Fund 111 - GENERAL Total:					100.00
Vendor LEXISNEXIS RISK DATA MANAGMENT INC Total:					100.00
Vendor: LINCOLN WINWATER WORKS					
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				766.66
Fund 631 - WASTEWATER Total:					766.66
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				766.65
Fund 641 - WATER Total:					766.65
Vendor LINCOLN WINWATER WORKS Total:					1,533.31
Vendor: M.C. SCHAFF & ASSOC, INC					
Fund: 212 - TRANSPORTATION					
ENG. SERV.	STREET PROJECTS				4,195.00
Fund 212 - TRANSPORTATION Total:					4,195.00
Fund: 641 - WATER					
BELTLINE WATER MAIN PROJECT	ENGINEERING/DESIGN				8,628.00
Fund 641 - WATER Total:					8,628.00
Vendor M.C. SCHAFF & ASSOC, INC Total:					12,823.00
Vendor: MARR, NANCY					
Fund: 223 - KENO					
TREE REBATE	CONTRACTUAL SERVICES				289.95
Fund 223 - KENO Total:					289.95
Vendor MARR, NANCY Total:					289.95
Vendor: MENARDS					
Fund: 111 - GENERAL					
supl.	DEPARTMENT SUPPLIES				39.90
DEP SUP	DEPARTMENT SUPPLIES				17.97
DEP SUP	DEPARTMENT SUPPLIES				63.89
Fund 111 - GENERAL Total:					121.76
Fund: 213 - CEMETERY					
DEP SUP	DEPARTMENT SUPPLIES				10.88
Fund 213 - CEMETERY Total:					10.88
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				8.19
Fund 621 - ENVIRONMENTAL SERVICES Total:					8.19
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				2.95
Fund 631 - WASTEWATER Total:					2.95
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				33.73
DEPT SUP	DEPARTMENT SUPPLIES				14.94
DEPT SUP	DEPARTMENT SUPPLIES				10.69
DEPT SUP	DEPARTMENT SUPPLIES				23.95
Fund 641 - WATER Total:					83.31
Vendor MENARDS Total:					227.09
Vendor: MONEY WISE OFFICE SUPPLIES					
Fund: 111 - GENERAL					
Dept Supp	DEPARTMENT SUPPLIES				5.99

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Dept sup	DEPARTMENT SUPPLIES				61.56
				Fund 111 - GENERAL Total:	67.55
				Vendor MONEY WISE OFFICE SUPPLIES Total:	67.55
Vendor: MONUMENT CAR WASH					
Fund: 111 - GENERAL					
VEH MAINT	VEHICLE MAINTENANCE				130.07
				Fund 111 - GENERAL Total:	130.07
Fund: 631 - WASTEWATER					
VEHICLE MAINT	VEHICLE MAINTENANCE				41.48
				Fund 631 - WASTEWATER Total:	41.48
Fund: 641 - WATER					
VEHICLE MAINT	VEHICLE MAINTENANCE				17.55
				Fund 641 - WATER Total:	17.55
				Vendor MONUMENT CAR WASH Total:	189.10
Vendor: NE CHILD SUPPORT PAYMENT CENTER					
Fund: 713 - CASH & INVESTMENT POOL					
NE CHILD SUPPORT PYBLE	CHILD SUPPORT EE PAY				1,919.06
				Fund 713 - CASH & INVESTMENT POOL Total:	1,919.06
				Vendor NE CHILD SUPPORT PAYMENT CENTER Total:	1,919.06
Vendor: NE DEPT OF ENVIRONMENTAL QUALITY					
Fund: 631 - WASTEWATER					
CERTIFICATION	LICENSE/PERMITS				150.00
CERTIFICATION	LICENSE/PERMITS				150.00
CERTIFICATION	LICENSE/PERMITS				150.00
				Fund 631 - WASTEWATER Total:	450.00
				Vendor NE DEPT OF ENVIRONMENTAL QUALITY Total:	450.00
Vendor: NE DEPT OF REVENUE					
Fund: 111 - GENERAL					
Legal Fees	LEGAL FEES				426.41
Sales Tax	SALES TAX PAYABLE				3,936.38
				Fund 111 - GENERAL Total:	4,362.79
Fund: 641 - WATER					
Sales Tax	SALES TAX PAYABLE				12,291.09
Sales Tax	SALES TAX PAYABLE				15,735.68
				Fund 641 - WATER Total:	28,026.77
Fund: 661 - STORMWATER					
Sales Tax	SALES TAX PAYABLE				124.13
				Fund 661 - STORMWATER Total:	124.13
Fund: 713 - CASH & INVESTMENT POOL					
W/H tax	STATE W/H EE PAYABLE				18,957.85
				Fund 713 - CASH & INVESTMENT POOL Total:	18,957.85
				Vendor NE DEPT OF REVENUE Total:	51,471.54
Vendor: NE LIBRARY COMMISSION					
Fund: 111 - GENERAL					
Cont svcs	CONTRACTUAL SERVICES				1,250.00
				Fund 111 - GENERAL Total:	1,250.00
				Vendor NE LIBRARY COMMISSION Total:	1,250.00
Vendor: NE STATE HISTORICAL SOC					
Fund: 111 - GENERAL					
Sbscrp.	SUBSCRIPTIONS				29.00
				Fund 111 - GENERAL Total:	29.00
				Vendor NE STATE HISTORICAL SOC Total:	29.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: NEBR ENVIRONMENTAL PRODUCTS					
Fund: 212 - TRANSPORTATION					
PARTS FOR SWEEPER	EQUIPMENT MAINTENANCE				24.41
PARTS	EQUIPMENT MAINTENANCE				162.55
Fund 212 - TRANSPORTATION Total:					186.96
Vendor NEBR ENVIRONMENTAL PRODUCTS Total:					186.96
Vendor: NEBRASKA MACHINERY COMPANY					
Fund: 212 - TRANSPORTATION					
PARTS	EQUIPMENT MAINTENANCE				126.48
PARTS	EQUIPMENT MAINTENANCE				-10.75
PARTS	EQUIPMENT MAINTENANCE				21.50
Fund 212 - TRANSPORTATION Total:					137.23
Vendor NEBRASKA MACHINERY COMPANY Total:					137.23
Vendor: NEBRASKA SALT AND GRAIN					
Fund: 212 - TRANSPORTATION					
ICE SLICER	STREET REPAIR SUPPLIES				7,988.64
Fund 212 - TRANSPORTATION Total:					7,988.64
Vendor NEBRASKA SALT AND GRAIN Total:					7,988.64
Vendor: NEBRASKALAND TIRE					
Fund: 111 - GENERAL					
VEH MAINT	VEHICLE MAINTENANCE				14.50
Fund 111 - GENERAL Total:					14.50
Vendor NEBRASKALAND TIRE Total:					14.50
Vendor: NEWS BANK INC					
Fund: 111 - GENERAL					
Sbscrp	SUBSCRIPTIONS				3,290.00
Fund 111 - GENERAL Total:					3,290.00
Vendor NEWS BANK INC Total:					3,290.00
Vendor: NORTHWEST PIPE FITTINGS, INC. OF SCB					
Fund: 111 - GENERAL					
GRD MTC	GROUNDS MAINTENANCE				45.61
Fund 111 - GENERAL Total:					45.61
Vendor NORTHWEST PIPE FITTINGS, INC. OF SCB Total:					45.61
Vendor: NPPD					
Fund: 111 - GENERAL					
Electric	ELECTRICITY				669.64
Electric	ELECTRICITY				581.87
Electric	ELECTRICITY				495.91
Electric	ELECTRICITY				1,065.95
Electric	ELECTRICITY				445.17
Electric	ELECTRICITY				5,901.97
Electric	ELECTRICITY				3,155.17
Electric	STREET LIGHTS				100.40
Fund 111 - GENERAL Total:					12,416.08
Fund: 212 - TRANSPORTATION					
Electric	ELECTRICITY				620.96
Electric	ELECTRIC POWER				1,845.60
Electric	STREET LIGHTS				27,990.53
Fund 212 - TRANSPORTATION Total:					30,457.09
Fund: 213 - CEMETERY					
Electric	ELECTRICITY				420.85
Fund 213 - CEMETERY Total:					420.85
Fund: 216 - BUSINESS IMPROVEMENT					
Electric	STREET LIGHTS				85.42
Fund 216 - BUSINESS IMPROVEMENT Total:					85.42

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 621 - ENVIRONMENTAL SERVICES					
Electric	ELECTRICITY				981.68
Fund 621 - ENVIRONMENTAL SERVICES Total:					981.68
Fund: 631 - WASTEWATER					
Electric	ELECTRICITY				522.32
Electric	ELECTRIC POWER				13,588.84
Fund 631 - WASTEWATER Total:					14,111.16
Fund: 641 - WATER					
Electric	ELECTRICITY				27.48
Electric	ELECTRIC POWER				11,289.56
Fund 641 - WATER Total:					11,317.04
Vendor NPPD Total:					69,789.32
Vendor: OCLC, INC					
Fund: 111 - GENERAL					
Cont. svc	CONTRACTUAL SERVICES				42.86
Fund 111 - GENERAL Total:					42.86
Vendor OCLC, INC Total:					42.86
Vendor: ONE CALL CONCEPTS					
Fund: 212 - TRANSPORTATION					
Contractual Svc	CONTRACTUAL SERVICES				66.91
Fund 212 - TRANSPORTATION Total:					66.91
Fund: 631 - WASTEWATER					
Contractual Svc	CONTRACTUAL SERVICES				66.92
Fund 631 - WASTEWATER Total:					66.92
Fund: 641 - WATER					
Contractual Svc	CONTRACTUAL SERVICES				66.92
Fund 641 - WATER Total:					66.92
Vendor ONE CALL CONCEPTS Total:					200.75
Vendor: PANHANDLE COOP INC.					
Fund: 111 - GENERAL					
GAS	GASOLINE				6,499.33
fuel	GASOLINE				1,044.21
FUEL	VEHICLE MAINTENANCE				345.77
Travel	SCHOOL & CONFERENCE				46.42
Fund 111 - GENERAL Total:					7,935.73
Fund: 212 - TRANSPORTATION					
UNLEADED GASOLINE	GASOLINE				1,681.83
DIESEL FUEL	OTHER FUEL				2,410.64
Fund 212 - TRANSPORTATION Total:					4,092.47
Fund: 621 - ENVIRONMENTAL SERVICES					
gasoline	GASOLINE				7,948.59
Fund 621 - ENVIRONMENTAL SERVICES Total:					7,948.59
Fund: 631 - WASTEWATER					
FUEL	GASOLINE				869.57
FUEL	OTHER FUEL				1,746.00
FUEL	OTHER FUEL				987.52
Fund 631 - WASTEWATER Total:					3,603.09
Fund: 641 - WATER					
FUEL	GASOLINE				1,807.06
FUEL	OTHER FUEL				67.90
Fund 641 - WATER Total:					1,874.96
Fund: 661 - STORMWATER					
FUEL	GASOLINE				24.81
Fund 661 - STORMWATER Total:					24.81
Vendor PANHANDLE COOP INC. Total:					25,479.65

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: PANHANDLE HUMANE SOC					
Fund: 111 - GENERAL					
Contractual Svc	CONTRACTUAL SERVICES				4,881.32
				Fund 111 - GENERAL Total:	4,881.32
				Vendor PANHANDLE HUMANE SOC Total:	4,881.32
Vendor: PAUL REED CONSTRUCTION & SUPPLY,INC					
Fund: 111 - GENERAL					
GRD MTC	GROUNDS MAINTENANCE				363.42
				Fund 111 - GENERAL Total:	363.42
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				340.00
DEPT SUP	DEPARTMENT SUPPLIES				170.00
				Fund 641 - WATER Total:	510.00
				Vendor PAUL REED CONSTRUCTION & SUPPLY,INC Total:	873.42
Vendor: PEPSI COLA OF WESTERN NE LLC					
Fund: 111 - GENERAL					
CON SUP	CONCESSION SUPPLIES				37.30
CON SUP	CONCESSION SUPPLIES				79.95
CON SUP	CONCESSION SUPPLIES				195.20
				Fund 111 - GENERAL Total:	312.45
				Vendor PEPSI COLA OF WESTERN NE LLC Total:	312.45
Vendor: PERMA-BOUND					
Fund: 211 - REGIONAL LIBRARY					
Bks	BOOKS				25.78
				Fund 211 - REGIONAL LIBRARY Total:	25.78
				Vendor PERMA-BOUND Total:	25.78
Vendor: PLATTE VALLEY BANK					
Fund: 713 - CASH & INVESTMENT POOL					
HSA	HSA EE PAYABLE				11,630.96
HSA	HSA ER PAYABLE				2,512.50
				Fund 713 - CASH & INVESTMENT POOL Total:	14,143.46
				Vendor PLATTE VALLEY BANK Total:	14,143.46
Vendor: POSTMASTER					
Fund: 621 - ENVIRONMENTAL SERVICES					
Postage	POSTAGE				178.94
Postage	POSTAGE				113.00
				Fund 621 - ENVIRONMENTAL SERVICES Total:	291.94
Fund: 631 - WASTEWATER					
Postage	POSTAGE				178.94
Postage	POSTAGE				113.01
				Fund 631 - WASTEWATER Total:	291.95
Fund: 641 - WATER					
Postage	POSTAGE				178.94
Postage	POSTAGE				113.01
				Fund 641 - WATER Total:	291.95
				Vendor POSTMASTER Total:	875.84
Vendor: POWERPLAN					
Fund: 621 - ENVIRONMENTAL SERVICES					
equipment mtnc	EQUIPMENT MAINTENANCE				428.07
equipment mtnc	EQUIPMENT MAINTENANCE				2,631.24
				Fund 621 - ENVIRONMENTAL SERVICES Total:	3,059.31
				Vendor POWERPLAN Total:	3,059.31

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: PRINT BROKER					
Fund: 621 - ENVIRONMENTAL SERVICES					
Dept Supp	DEPARTMENT SUPPLIES				138.53
				Fund 621 - ENVIRONMENTAL SERVICES Total:	138.53
Fund: 631 - WASTEWATER					
Dept Supp	DEPARTMENT SUPPLIES				138.54
				Fund 631 - WASTEWATER Total:	138.54
Fund: 641 - WATER					
Dept Supp	DEPARTMENT SUPPLIES				138.54
				Fund 641 - WATER Total:	138.54
				Vendor PRINT BROKER Total:	415.61
Vendor: QUICK CARE MEDICAL CENTER, INC					
Fund: 111 - GENERAL					
new hire phys.	CONTRACTUAL SERVICES				50.00
				Fund 111 - GENERAL Total:	50.00
				Vendor QUICK CARE MEDICAL CENTER, INC Total:	50.00
Vendor: QUILL CORP					
Fund: 111 - GENERAL					
DEPT SUPPL	DEPARTMENT SUPPLIES				175.40
DEPT SUPPL	DEPARTMENT SUPPLIES				35.96
				Fund 111 - GENERAL Total:	211.36
				Vendor QUILL CORP Total:	211.36
Vendor: RCI					
Fund: 812 - HEALTH INSURANCE					
Medical claims	CLAIMS EXPENSE				17,829.31
Medical Claims	CLAIMS EXPENSE				45,091.45
				Fund 812 - HEALTH INSURANCE Total:	62,920.76
				Vendor RCI Total:	62,920.76
Vendor: REAMS SPRINKLER SUPPLY CO., INC					
Fund: 111 - GENERAL					
GRD MTC	GROUNDS MAINTENANCE				617.77
				Fund 111 - GENERAL Total:	617.77
Fund: 213 - CEMETERY					
SML CPT	SMALL CAPITAL				411.98
				Fund 213 - CEMETERY Total:	411.98
				Vendor REAMS SPRINKLER SUPPLY CO., INC Total:	1,029.75
Vendor: REGION I OFFICE OF HUMAN DEVEL					
Fund: 621 - ENVIRONMENTAL SERVICES					
contractual services	CONTRACTUAL SERVICES				825.00
				Fund 621 - ENVIRONMENTAL SERVICES Total:	825.00
				Vendor REGION I OFFICE OF HUMAN DEVEL Total:	825.00
Vendor: REGISTER OF DEEDS					
Fund: 213 - CEMETERY					
LEG FEE	LEGAL FEES				10.00
LEG FEE	LEGAL FEES				10.00
LEG FEE	LEGAL FEES				10.00
LEG FEE	LEGAL FEES				10.00
LEG FEE	LEGAL FEES				10.00
LEG FEE	LEGAL FEES				10.00
				Fund 213 - CEMETERY Total:	60.00
				Vendor REGISTER OF DEEDS Total:	60.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: RESPOND FIRST AID SYSTEMS					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				41.63
				Fund 111 - GENERAL Total:	41.63
				Vendor RESPOND FIRST AID SYSTEMS Total:	41.63
Vendor: ROJAS, LASTOSHA					
Fund: 111 - GENERAL					
LEGAL FEES	LEGAL FEES				23.26
				Fund 111 - GENERAL Total:	23.26
				Vendor ROJAS, LASTOSHA Total:	23.26
Vendor: RUSHMORE MEDIA COMPANY					
Fund: 661 - STORMWATER					
STRMWTR ADS	CONTRACTUAL SERVICES				162.50
STRMWTR ADS	CONTRACTUAL SERVICES				325.00
				Fund 661 - STORMWATER Total:	487.50
				Vendor RUSHMORE MEDIA COMPANY Total:	487.50
Vendor: S M E C					
Fund: 713 - CASH & INVESTMENT POOL					
Emp Deductions	SMEC EE PAYABLE				238.00
				Fund 713 - CASH & INVESTMENT POOL Total:	238.00
				Vendor S M E C Total:	238.00
Vendor: SALAZAR, CHERYL					
Fund: 111 - GENERAL					
LEGAL FEES	LEGAL FEES				20.00
				Fund 111 - GENERAL Total:	20.00
				Vendor SALAZAR, CHERYL Total:	20.00
Vendor: SANDBERG IMPLEMENT, INC					
Fund: 111 - GENERAL					
EQP MTC	EQUIPMENT MAINTENANCE				3.71
EQP MTC	EQUIPMENT MAINTENANCE				20.20
EQP MTC	EQUIPMENT MAINTENANCE				158.43
EQP MTC	EQUIPMENT MAINTENANCE				63.54
				Fund 111 - GENERAL Total:	245.88
				Vendor SANDBERG IMPLEMENT, INC Total:	245.88
Vendor: SCB FIREFIGHTERS UNION LOCAL 1454					
Fund: 713 - CASH & INVESTMENT POOL					
FIRE EE DUES	FIRE UNION DUES EE PAY				210.00
				Fund 713 - CASH & INVESTMENT POOL Total:	210.00
				Vendor SCB FIREFIGHTERS UNION LOCAL 1454 Total:	210.00
Vendor: SCB POLICE OFFICERS ASS'N					
Fund: 713 - CASH & INVESTMENT POOL					
POLICE EE DUES	POL UNION DUES EE PAY				378.00
				Fund 713 - CASH & INVESTMENT POOL Total:	378.00
				Vendor SCB POLICE OFFICERS ASS'N Total:	378.00
Vendor: SCOTTS BLUFF COUNTY COURT					
Fund: 111 - GENERAL					
Legal Fees	LEGAL FEES				193.00
				Fund 111 - GENERAL Total:	193.00
				Vendor SCOTTS BLUFF COUNTY COURT Total:	193.00
Vendor: SCOTTSBLUFF LANDSCAPING INC					
Fund: 111 - GENERAL					
GRD MTC	GROUPS MAINTENANCE				425.00
				Fund 111 - GENERAL Total:	425.00
				Vendor SCOTTSBLUFF LANDSCAPING INC Total:	425.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: SCOTTSBLUFF PUBLIC SCHOOLS					
Fund: 111 - GENERAL					
GAS	JANITORIAL SERVICE				6,075.20
GAS	BUILDING MAINTENANCE				98.52
GAS	EQUIPMENT MAINTENANCE				195.00
GAS	HEATING FUEL				10,352.85
Fund 111 - GENERAL Total:					16,721.57
Vendor SCOTTSBLUFF PUBLIC SCHOOLS Total:					16,721.57
Vendor: SCOTTSBLUFF SCREENPRINTING & Embroidery,LLC					
Fund: 111 - GENERAL					
UNF CTH	UNIFORMS & CLOTHING				228.00
UNIFORMS	UNIFORMS & CLOTHING				60.00
Fund 111 - GENERAL Total:					288.00
Vendor SCOTTSBLUFF SCREENPRINTING & Embroidery,LLC Total:					288.00
Vendor: SHERIFF'S OFFICE					
Fund: 111 - GENERAL					
Legal Fees	LEGAL FEES				263.28
Fund 111 - GENERAL Total:					263.28
Vendor SHERIFF'S OFFICE Total:					263.28
Vendor: SIMMONS OLSEN LAW FIRM, P.C.					
Fund: 111 - GENERAL					
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				6,086.85
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				3,917.77
Fund 111 - GENERAL Total:					10,004.62
Fund: 224 - ECONOMIC DEVELOPMENT					
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				125.00
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				75.00
Fund 224 - ECONOMIC DEVELOPMENT Total:					200.00
Vendor SIMMONS OLSEN LAW FIRM, P.C. Total:					10,204.62
Vendor: SIMON CONTRACTORS					
Fund: 212 - TRANSPORTATION					
CONCRETE	STREET MAINTENANCE				997.50
CONCRETE	STREET MAINTENANCE				1,116.25
CONCRETE	STREET MAINTENANCE				650.00
CONCRETE	STREET MAINTENANCE				675.00
CONCRETE	STREET MAINTENANCE				209.25
CONCRETE	STREET MAINTENANCE				926.50
CONCRETE	STREET MAINTENANCE				572.25
CONCRETE	STREET MAINTENANCE				299.75
Fund 212 - TRANSPORTATION Total:					5,446.50
Vendor SIMON CONTRACTORS Total:					5,446.50
Vendor: SNELL SERVICES INC.					
Fund: 111 - GENERAL					
ELC MTC	ELECTRICAL MAINTENANCE				837.00
Fund 111 - GENERAL Total:					837.00
Vendor SNELL SERVICES INC. Total:					837.00
Vendor: STAPLES					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				38.64
Fund 111 - GENERAL Total:					38.64
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				125.98
Fund 631 - WASTEWATER Total:					125.98

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 661 - STORMWATER					
STRMWTR SUP	DEPARTMENT SUPPLIES				19.47
				Fund 661 - STORMWATER Total:	19.47
				Vendor STAPLES Total:	184.09
Vendor: STAR HERALD					
Fund: 111 - GENERAL					
LEGAL PUB	LEGAL PUBLICATIONS				18.32
Legal Publishing	LEGAL PUBLICATIONS				801.24
Legal Publishing	LEGAL PUBLICATIONS				12.59
Legal Publishing	RECRUITMENT				1,336.15
				Fund 111 - GENERAL Total:	2,168.30
Fund: 212 - TRANSPORTATION					
Legal Publishing	LEGAL PUBLICATIONS				58.79
				Fund 212 - TRANSPORTATION Total:	58.79
Fund: 631 - WASTEWATER					
Legal Publishing	LEGAL PUBLICATIONS				57.75
				Fund 631 - WASTEWATER Total:	57.75
Fund: 641 - WATER					
Legal Publishing	LEGAL PUBLICATIONS				98.72
				Fund 641 - WATER Total:	98.72
				Vendor STAR HERALD Total:	2,383.56
Vendor: THE GALE GROUP					
Fund: 111 - GENERAL					
Bks	BOOKS				27.19
Bks	BOOKS				75.17
Bks	BOOKS				47.18
Bks	BOOKS				24.00
Bks	BOOKS				85.57
Bks	BOOKS				26.39
				Fund 111 - GENERAL Total:	285.50
				Vendor THE GALE GROUP Total:	285.50
Vendor: THE SHERWIN-WILLIAMS CO					
Fund: 212 - TRANSPORTATION					
PARTS FOR GRINDER/LAZER	EQUIPMENT MAINTENANCE				408.88
				Fund 212 - TRANSPORTATION Total:	408.88
				Vendor THE SHERWIN-WILLIAMS CO Total:	408.88
Vendor: TOMMY'S JOHNNY'S INC					
Fund: 111 - GENERAL					
CON SRV	CONTRACTUAL SERVICES				495.00
CON SRV	CONTRACTUAL SERVICES				810.00
				Fund 111 - GENERAL Total:	1,305.00
				Vendor TOMMY'S JOHNNY'S INC Total:	1,305.00
Vendor: TWIN CITIES DEV ASSN INC					
Fund: 224 - ECONOMIC DEVELOPMENT					
CONTRACT	CONTRACTUAL SERVICES				25,000.00
				Fund 224 - ECONOMIC DEVELOPMENT Total:	25,000.00
				Vendor TWIN CITIES DEV ASSN INC Total:	25,000.00
Vendor: TYLER TECHNOLOGIES, INC					
Fund: 641 - WATER					
FEES	BANK FEES				747.50
				Fund 641 - WATER Total:	747.50
				Vendor TYLER TECHNOLOGIES, INC Total:	747.50

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: UNIQUE MANAGEMENT SERVICES, INC					
Fund: 111 - GENERAL					
Cont. srvs	CONTRACTUAL SERVICES				179.00
				Fund 111 - GENERAL Total:	179.00
				Vendor UNIQUE MANAGEMENT SERVICES, INC Total:	179.00
Vendor: UPSTART ENTERPRISES, LLC					
Fund: 111 - GENERAL					
DEPT SUPPL	DEPARTMENT SUPPLIES				30.25
				Fund 111 - GENERAL Total:	30.25
				Vendor UPSTART ENTERPRISES, LLC Total:	30.25
Vendor: US BANK					
Fund: 111 - GENERAL					
EQP MTC	EQUIPMENT MAINTENANCE				1,021.00
DEPT SCHOOL & CONF	SCHOOL & CONFERENCE				6.80
				Fund 111 - GENERAL Total:	1,027.80
Fund: 661 - STORMWATER					
Conference	SCHOOL & CONFERENCE				90.00
STRMWTR SUP	DEPARTMENT SUPPLIES				99.00
				Fund 661 - STORMWATER Total:	189.00
				Vendor US BANK Total:	1,216.80
Vendor: VERIZON WIRELESS					
Fund: 212 - TRANSPORTATION					
TRANS. DEPT. CELL PHONE	TELEPHONE				22.24
				Fund 212 - TRANSPORTATION Total:	22.24
Fund: 631 - WASTEWATER					
CELL SERVICE	CELLULAR PHONE				47.44
				Fund 631 - WASTEWATER Total:	47.44
Fund: 641 - WATER					
CELL SERVICE	CELLULAR PHONE				82.45
				Fund 641 - WATER Total:	82.45
				Vendor VERIZON WIRELESS Total:	152.13
Vendor: WAKELEY, LISA					
Fund: 111 - GENERAL					
Legal Fees	LEGAL FEES				20.00
				Fund 111 - GENERAL Total:	20.00
				Vendor WAKELEY, LISA Total:	20.00
Vendor: WALMART COMMUNITY/GEMB					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				24.18
DEP SUP	DEPARTMENT SUPPLIES				190.55
DEP SUP	DEPARTMENT SUPPLIES				27.90
DEP SUP	DEPARTMENT SUPPLIES				37.58
DEPT VEH SUP	VEHICLE MAINTENANCE				92.32
				Fund 111 - GENERAL Total:	372.53
Fund: 213 - CEMETERY					
DEP SUP	DEPARTMENT SUPPLIES				5.84
				Fund 213 - CEMETERY Total:	5.84
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				59.74
				Fund 631 - WASTEWATER Total:	59.74
				Vendor WALMART COMMUNITY/GEMB Total:	438.11

Expense Approval Report

Post Dates: 7/8/2014 - 7/21/2014

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: WARD LABORATORIES, INC					
Fund: 661 - STORMWATER					
STRMWTR SRVCS	CONTRACTUAL SERVICES				38.00
				Fund 661 - STORMWATER Total:	38.00
				Vendor WARD LABORATORIES, INC Total:	38.00
Vendor: WELLS FARGO BANK N.A.					
Fund: 713 - CASH & INVESTMENT POOL					
Retirement	REGULAR RETIRE EE PAY				6,932.44
Retirement	RETIRE FIRE EE PAYABLE				2,611.23
Retirement	RETIRE POLICE EE PAY				4,515.70
Retirement	REGULAR RETIRE ER PAY				6,543.13
Retirement	RETIRE-FIRE ER PAYABLE				4,492.52
Retirement	RETIRE-POLICE ER PAY				4,465.31
				Fund 713 - CASH & INVESTMENT POOL Total:	29,560.33
				Vendor WELLS FARGO BANK N.A. Total:	29,560.33
Vendor: WESTCO					
Fund: 111 - GENERAL					
GRD MTC	GROUNDS MAINTENANCE				356.60
				Fund 111 - GENERAL Total:	356.60
				Vendor WESTCO Total:	356.60
Vendor: WESTERN PATHOLOGY CONSULTANTS, INC					
Fund: 111 - GENERAL					
CONTRACT	CONTRACTUAL SERVICES				102.00
				Fund 111 - GENERAL Total:	102.00
				Vendor WESTERN PATHOLOGY CONSULTANTS, INC Total:	102.00
Vendor: WESTERN TRAIL SPORTS					
Fund: 111 - GENERAL					
UNF CTH	UNIFORMS & CLOTHING				198.99
				Fund 111 - GENERAL Total:	198.99
				Vendor WESTERN TRAIL SPORTS Total:	198.99
Vendor: WESTERN TRAVEL TERMINAL					
Fund: 631 - WASTEWATER					
VEHICLE MAINT	VEHICLE MAINTENANCE				26.00
				Fund 631 - WASTEWATER Total:	26.00
Fund: 641 - WATER					
VEHICLE MAINT	VEHICLE MAINTENANCE				26.00
				Fund 641 - WATER Total:	26.00
				Vendor WESTERN TRAVEL TERMINAL Total:	52.00
Vendor: YELLMAN, ABBIGAIL					
Fund: 111 - GENERAL					
Conference	SCHOOL & CONFERENCE				1,538.88
Reimb.	DEPARTMENT SUPPLIES				34.59
				Fund 111 - GENERAL Total:	1,573.47
				Vendor YELLMAN, ABBIGAIL Total:	1,573.47
				Grand Total:	511,953.89

Report Summary**Fund Summary**

Fund	Expense Amount	Payment Amount
111 - GENERAL	92,426.59	3,936.38
211 - REGIONAL LIBRARY	85.28	0.00
212 - TRANSPORTATION	56,482.48	0.00
213 - CEMETERY	1,061.35	0.00
215 - SPECIAL PROJECTS	160.00	0.00
216 - BUSINESS IMPROVEMENT	366.42	0.00
218 - PUBLIC SAFETY	131.97	0.00
223 - KENO	289.95	0.00
224 - ECONOMIC DEVELOPMENT	25,200.00	0.00
621 - ENVIRONMENTAL SERVICES	59,116.01	291.94
631 - WASTEWATER	21,510.38	291.95
641 - WATER	57,735.34	28,318.72
661 - STORMWATER	1,091.11	124.13
713 - CASH & INVESTMENT POOL	133,342.11	132,938.52
721 - GIS SERVICES	34.14	0.00
812 - HEALTH INSURANCE	62,920.76	62,920.76
Grand Total:	511,953.89	228,822.40

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-21311	SALES TAX PAYABLE	3,936.38	3,936.38
111-42201-171	CAMPGROUND FEES	20.00	0.00
111-52111-111	DEPARTMENT SUPPLIES	5.99	0.00
111-52111-115	DEPARTMENT SUPPLIES	11.48	0.00
111-52111-121	DEPARTMENT SUPPLIES	62.49	0.00
111-52111-141	DEPARTMENT SUPPLIES	427.84	0.00
111-52111-142	DEPARTMENT SUPPLIES	241.61	0.00
111-52111-151	DEPARTMENT SUPPLIES	128.55	0.00
111-52111-171	DEPARTMENT SUPPLIES	456.32	0.00
111-52111-172	DEPARTMENT SUPPLIES	318.85	0.00
111-52114-172	CONCESSION SUPPLIES	835.81	0.00
111-52121-111	JANITORIAL SUPPLIES	31.40	0.00
111-52121-141	JANITORIAL SUPPLIES	6.36	0.00
111-52121-142	JANITORIAL SUPPLIES	6.36	0.00
111-52121-151	JANITORIAL SUPPLIES	271.29	0.00
111-52121-171	JANITORIAL SUPPLIES	345.50	0.00
111-52163-142	INVESTIGATION SUPPLIES	4,197.99	0.00
111-52181-142	UNIFORMS & CLOTHING	539.48	0.00
111-52181-172	UNIFORMS & CLOTHING	426.99	0.00
111-52222-151	BOOKS	1,390.65	0.00
111-52225-151	SUBSCRIPTIONS	3,319.00	0.00
111-52511-141	GASOLINE	1,044.21	0.00
111-52511-142	GASOLINE	50.00	0.00
111-52511-171	GASOLINE	6,499.33	0.00
111-53111-112	CONTRACTUAL SERVICES	148.00	0.00
111-53111-114	CONTRACTUAL SERVICES	6,086.85	0.00
111-53111-141	CONTRACTUAL SERVICES	50.00	0.00
111-53111-142	CONTRACTUAL SERVICES	8,799.09	0.00
111-53111-151	CONTRACTUAL SERVICES	1,559.09	0.00
111-53111-171	CONTRACTUAL SERVICES	1,305.00	0.00
111-53121-112	CONSULTING SERVICES	9.50	0.00
111-53121-142	CONSULTING SERVICES	718.75	0.00
111-53161-115	LEGAL PUBLICATIONS	801.24	0.00
111-53161-143	LEGAL PUBLICATIONS	18.32	0.00
111-53161-151	LEGAL PUBLICATIONS	12.59	0.00
111-53211-114	LEGAL FEES	456.28	0.00
111-53211-142	LEGAL FEES	86.52	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53211-171	LEGAL FEES	426.41	0.00
111-53411-172	JANITORIAL SERVICE	6,075.20	0.00
111-53421-141	BUILDING MAINTENANCE	214.75	0.00
111-53421-142	BUILDING MAINTENANCE	92.70	0.00
111-53421-172	BUILDING MAINTENANCE	406.23	0.00
111-53431-171	ELECTRICAL MAINTENAN...	837.00	0.00
111-53441-111	EQUIPMENT MAINTENAN...	66.88	0.00
111-53441-141	EQUIPMENT MAINTENAN...	2,749.35	0.00
111-53441-142	EQUIPMENT MAINTENAN...	50.00	0.00
111-53441-151	EQUIPMENT MAINTENAN...	193.58	0.00
111-53441-171	EQUIPMENT MAINTENAN...	803.56	0.00
111-53441-172	EQUIPMENT MAINTENAN...	1,216.00	0.00
111-53451-121	VEHICLE MAINTENANCE	438.09	0.00
111-53451-141	VEHICLE MAINTENANCE	1,423.44	0.00
111-53451-142	VEHICLE MAINTENANCE	144.57	0.00
111-53451-171	VEHICLE MAINTENANCE	229.26	0.00
111-53471-171	GROUNDS MAINTENANCE	2,499.04	0.00
111-53511-111	ELECTRICITY	669.64	0.00
111-53511-141	ELECTRICITY	581.87	0.00
111-53511-142	ELECTRICITY	495.91	0.00
111-53511-151	ELECTRICITY	1,065.95	0.00
111-53511-171	ELECTRICITY	6,347.14	0.00
111-53511-172	ELECTRICITY	3,155.17	0.00
111-53521-172	HEATING FUEL	10,352.85	0.00
111-53551-171	STREET LIGHTS	100.40	0.00
111-53561-111	TELEPHONE	235.49	0.00
111-53561-112	TELEPHONE	69.43	0.00
111-53561-114	TELEPHONE	67.93	0.00
111-53561-115	TELEPHONE	37.14	0.00
111-53561-116	TELEPHONE	227.93	0.00
111-53561-121	TELEPHONE	211.28	0.00
111-53561-141	TELEPHONE	291.70	0.00
111-53561-142	TELEPHONE	1,638.50	0.00
111-53561-151	TELEPHONE	552.06	0.00
111-53561-171	TELEPHONE	170.58	0.00
111-53561-172	TELEPHONE	169.08	0.00
111-53631-142	RENT-MACHINES	59.87	0.00
111-53711-114	SCHOOL & CONFERENCE	46.42	0.00
111-53711-121	SCHOOL & CONFERENCE	6.80	0.00
111-53711-142	SCHOOL & CONFERENCE	467.25	0.00
111-53711-151	SCHOOL & CONFERENCE	1,538.88	0.00
111-53913-112	RECRUITMENT	1,336.15	0.00
111-59211-172	LICENSE/PERMITS	40.00	0.00
211-52222-151	BOOKS	85.28	0.00
212-52111-212	DEPARTMENT SUPPLIES	1,882.21	0.00
212-52171-212	STREET REPAIR SUPPLIES	7,988.64	0.00
212-52511-212	GASOLINE	1,681.83	0.00
212-52521-212	OTHER FUEL	2,410.64	0.00
212-53111-212	CONTRACTUAL SERVICES	66.91	0.00
212-53161-212	LEGAL PUBLICATIONS	58.79	0.00
212-53431-212	ELECTRICAL MAINTENAN...	864.04	0.00
212-53441-212	EQUIPMENT MAINTENAN...	890.31	0.00
212-53491-212	STREET MAINTENANCE	5,446.50	0.00
212-53511-212	ELECTRICITY	620.96	0.00
212-53531-212	ELECTRIC POWER	1,845.60	0.00
212-53551-212	STREET LIGHTS	27,990.53	0.00
212-53561-212	TELEPHONE	540.52	0.00
212-54322-212	STREET PROJECTS	4,195.00	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
213-52111-213	DEPARTMENT SUPPLIES	99.09	0.00
213-53211-213	LEGAL FEES	60.00	0.00
213-53511-213	ELECTRICITY	420.85	0.00
213-53561-213	TELEPHONE	69.43	0.00
213-54111-213	SMALL CAPITAL	411.98	0.00
215-52111-142	DEPARTMENT SUPPLIES	160.00	0.00
216-53111-121	CONTRACTUAL SERVICES	281.00	0.00
216-53551-000	STREET LIGHTS	85.42	0.00
218-52111-142	DEPARTMENT SUPPLIES	131.97	0.00
223-53111-113	CONTRACTUAL SERVICES	289.95	0.00
224-53111-111	CONTRACTUAL SERVICES	25,000.00	0.00
224-53111-114	CONTRACTUAL SERVICES	200.00	0.00
621-52111-621	DEPARTMENT SUPPLIES	1,588.50	0.00
621-52411-621	POSTAGE	291.94	291.94
621-52511-621	GASOLINE	7,948.59	0.00
621-53111-621	CONTRACTUAL SERVICES	825.00	0.00
621-53193-621	DISPOSAL FEES	43,005.93	0.00
621-53441-621	EQUIPMENT MAINTENAN...	3,843.92	0.00
621-53451-621	VEHICLE MAINTENANCE	488.60	0.00
621-53511-621	ELECTRICITY	981.68	0.00
621-53561-621	TELEPHONE	141.85	0.00
631-52111-631	DEPARTMENT SUPPLIES	1,093.87	0.00
631-52411-631	POSTAGE	328.74	291.95
631-52511-631	GASOLINE	869.57	0.00
631-52521-631	OTHER FUEL	2,733.52	0.00
631-53111-631	CONTRACTUAL SERVICES	193.92	0.00
631-53161-631	LEGAL PUBLICATIONS	57.75	0.00
631-53441-631	EQUIPMENT MAINTENAN...	1,421.05	0.00
631-53451-631	VEHICLE MAINTENANCE	67.48	0.00
631-53511-631	ELECTRICITY	522.32	0.00
631-53531-631	ELECTRIC POWER	13,588.84	0.00
631-53561-631	TELEPHONE	135.88	0.00
631-53571-631	CELLULAR PHONE	47.44	0.00
631-59211-631	LICENSE/PERMITS	450.00	0.00
641-21311	SALES TAX PAYABLE	28,026.77	28,026.77
641-52111-641	DEPARTMENT SUPPLIES	2,411.74	0.00
641-52117-641	SAMPLES	105.00	0.00
641-52411-641	POSTAGE	329.20	291.95
641-52511-641	GASOLINE	1,807.06	0.00
641-52521-641	OTHER FUEL	67.90	0.00
641-52611-641	CHEMICALS	3,791.90	0.00
641-53111-641	CONTRACTUAL SERVICES	93.02	0.00
641-53151-641	BANK FEES	747.50	0.00
641-53161-641	LEGAL PUBLICATIONS	98.72	0.00
641-53441-641	EQUIPMENT MAINTENAN...	82.84	0.00
641-53451-641	VEHICLE MAINTENANCE	43.55	0.00
641-53511-641	ELECTRICITY	27.48	0.00
641-53531-641	ELECTRIC POWER	11,289.56	0.00
641-53561-641	TELEPHONE	102.65	0.00
641-53571-641	CELLULAR PHONE	82.45	0.00
641-54212-641	ENGINEERING/DESIGN	8,628.00	0.00
661-21311	SALES TAX PAYABLE	124.13	124.13
661-52111-661	DEPARTMENT SUPPLIES	118.47	0.00
661-52511-661	GASOLINE	24.81	0.00
661-53111-661	CONTRACTUAL SERVICES	700.50	0.00
661-53561-661	TELEPHONE	33.20	0.00
661-53711-661	SCHOOL & CONFERENCE	90.00	0.00
713-21512	MEDICARE W/H EE PAYAB...	8,095.66	8,095.66

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
713-21513	FICA W/H EE PAYABLE	30,232.32	30,232.32
713-21514	FED W/H EE PAYABLE	27,426.41	27,426.41
713-21515	STATE W/H EE PAYABLE	18,957.85	18,957.85
713-21517	POL UNION DUES EE PAY	378.00	378.00
713-21518	FIRE UNION DUES EE PAY	210.00	210.00
713-21523	LIFE INS EE PAYABLE	22.75	22.75
713-21524	SMEC EE PAYABLE	238.00	238.00
713-21527	WAGE ATTACHMENT EE ...	807.18	403.59
713-21528	REGULAR RETIRE EE PAY	6,932.44	6,932.44
713-21529	DEFERRED COMP EE PAY	1,325.14	1,325.14
713-21531	RETIRE FIRE EE PAYABLE	2,611.23	2,611.23
713-21533	RETIRE POLICE EE PAY	4,515.70	4,515.70
713-21534	DIS INC INS EE PAYABLE	25.95	25.95
713-21539	CHILD SUPPORT EE PAY	1,919.06	1,919.06
713-21541	HSA EE PAYABLE	11,630.96	11,630.96
713-21728	REGULAR RETIRE ER PAY	6,543.13	6,543.13
713-21731	RETIRE-FIRE ER PAYABLE	4,492.52	4,492.52
713-21733	RETIRE-POLICE ER PAY	4,465.31	4,465.31
713-21741	HSA ER PAYABLE	2,512.50	2,512.50
721-53561-721	TELEPHONE	34.14	0.00
812-53862-112	CLAIMS EXPENSE	62,920.76	62,920.76
Grand Total:		511,953.89	228,822.40

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	489,737.93	228,822.40
1114153411	6,075.20	0.00
1114153421	288.31	0.00
1114153521	10,352.85	0.00
1114159211	40.00	0.00
1114252114	835.81	0.00
1114253421	117.92	0.00
1114253441	1,216.00	0.00
2117753111	810.00	0.00
2117753471	617.77	0.00
2117753511	445.17	0.00
2118152111	160.00	0.00
2123153111	289.95	0.00
6002052111	118.47	0.00
6002052511	24.81	0.00
6002053111	700.50	0.00
6002053561	33.20	0.00
6002053711	90.00	0.00
Grand Total:	511,953.89	228,822.40

Refund Review

Close Form Print Screen

Packet: UBPKT00354 - Refunds 2 UBPKT00353 Disconnect

Add Edit Delete

Account #	Status	Contact	Service Address	Refund Amount
015-6174-06	Inactive	PAUL J SNARR	525 W 40TH ST SCOTTSBLUFF NE 69361	43.81
045-5529-04	Inactive	COLLEEN L JOYCE	1718 12TH AVE SCOTTSBLUFF NE 69361	41.55
040-5160-08	Inactive	TIFFANI S HIRSCH	1105 AVE Q SCOTTSBLUFF NE 69361	5.38
075-3300-04	Inactive	STEVE VANNOY	2101 4TH AVE SCOTTSBLUFF NE 69361	47.40
020-4645-03	Inactive	ROBERT E SHERARD	2025 AVE I SCOTTSBLUFF NE 69361	11.30
015-5314-05	Inactive	ANTHONY M BOWMAN	510 W 42ND ST SCOTTSBLUFF NE 69361	10.21
015-6141-03	Inactive	JENNIFER S MILLS	517 W 40TH ST SCOTTSBLUFF NE 69361	10.71
075-5360-04	Inactive	21ST CENTURY EQUIPMENT	615 S BELTLINE EAST SCOTTSBLUFF NE 69	50.52
065-0639-02	Inactive	C & C VENTURES LLC	725 E 38TH ST SCOTTSBLUFF NE 69361	7.48
065-6704-01	Inactive	DR BLACK	416 VALLEY VIEW DR 4 SCOTTSBLUFF NE 6	6.24
035-1379-04	Inactive	KATIE I FLANARY	1302 BRYANT AVE SCOTTSBLUFF NE 69361	94.65
020-5577-01	Inactive	JUST US KIDS	1917 AVE G SCOTTSBLUFF NE 69361	3.54
075-4984-02	Inactive	ALLEN MUNRO	1615 5TH AVE SCOTTSBLUFF NE 69361	13.68
025-1663-03	Inactive	WESTERN PROPERTIES LLC	1413 AVE N SCOTTSBLUFF NE 69361	35.64
065-3400-01	Inactive	KENNETH REIFSCHNEIDER	3310 VERBENA DR SCOTTSBLUFF NE 6936	15.57
055-3229-03	Inactive	MARY P GARZA	1318 7TH AVE SCOTTSBLUFF NE 69361	25.61
075-0263-01	Inactive	CENCON LEASING LLC	802 S BELTLINE E HW SCOTTSBLUFF NE 69	6.32
070-4312-02	Inactive	ANDY I WEINER	2302 FRONTAGE SPACE 12 RD SCOTTSBLU	75.67
025-6245-02	Inactive	CROWN WEST	2027 CHAR AVE 7 SCOTTSBLUFF NE 69361	2.93
Total				5508.21

City of Scottsbluff, Nebraska

Monday, July 21, 2014

Regular Meeting

Item Pub. Hear.1

COUNCIL TO CONVENE AS THE COMMUNITY DEVELOPMENT AGENCY.

Minutes: Community Development Agency to consider and take action on the Redevelopment Plan for Block Two, Reganis Subdivision in the City of Scottsbluff, NE.

Staff Contact: Rick Kuckkahn, City Manager

AGENDA
CITY OF SCOTTSBLUFF
COMMUNITY DEVELOPMENT AGENCY

July 21, 2014

1. Roll Call
2. **For public information, a copy of the Nebraska Open Meetings Act is available for review.**
3. Appoint temporary chairperson
4. Reappointment of officers
 - a. Chair
 - b. Vice-Chair
 - c. Ex-officio Secretary
5. Community Development Agency to consider and take action on the Resolution and Redevelopment Plan for Block Two, Reganis Subdivision in the City of Scottsbluff, NE.
6. Community Development Agency to recess.
 - a. City Council to reconvene and conduct Public Hearing.
7. Community Development Agency to reconvene.
8. Community Development Agency to consider and take action on a Resolution to approve the proposed Redevelopment Contract for Block Two, Reganis Subdivision in the City of Scottsbluff, NE and the Tax Increment Development Revenue Bond for the Reganis Redevelopment.
9. Adjourn.

RESOLUTION NO. CDA 14-07-01

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

Recitals:

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

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

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

d. Attached to the Redevelopment Plan as recommended by the Planning Commission is a document labeled Exhibit D which is a statutory cost benefit analysis;

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

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

Resolved that:

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

requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary or unsafe dwelling accommodations, or conditions of blight.

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

3. In compliance with section 18-2114 of the Act, the Agency finds and determines as follows: (a) the Redevelopment Area constituting the Redevelopment Project will not be acquired by the Agency and the Agency shall receive no proceeds from disposal to the Redeveloper; (b) the Redeveloper will acquire the Redevelopment Area at the cost of \$800,000; (c) the estimated cost of preparing the project site and related costs are \$450,000; (d) the method of acquisition of the real estate shall be by private contract by the Redeveloper (2627 Lodging, LLC) and not by condemnation; (e) the method of financing the Redevelopment Project shall be by issuance of a tax increment revenue bond in the amount of \$980,000.00, the proceeds of which shall be granted to the Redeveloper and from additional funds provided by the Redeveloper and its lender; and (f) no families or businesses will be displaced as a result of the project.

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

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

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

PASSED AND APPROVED on July 21, 2014.

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

ATTEST:

Mayor/Chair

Clerk

EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA

Block 2, Reganis Subdivision in the City of Scottsbluff, Scotts Bluff County, Nebraska.

* * * * *

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

**CITY OF SCOTTSBLUFF
REDEVELOPMENT PLAN FOR THE
FAIRFIELD INN & SUITES at WINTERS CREEK DRIVE**

I. INTRODUCTION.

The City of Scottsbluff, Nebraska, recognizes that blight is a threat to the continued stability and vitality of the City as a focal point of business, financial, social, cultural and civic activity of the region, and a focus of community pride and achievement. Therefore, the City has initiated a program of revitalization whose goal is to enhance the City of Scottsbluff as the center of government in the county-wide region; as the center of retail, business, industry, office, financial and entertainment activities, and of communication for the community, and as a center of tourism and meetings for the region. To reach this goal of the City of Scottsbluff has recently declared blighted and substandard the Highway 26/East 27th Street Corridor in the City. This area constitutes a critical portion of the community located on a major thoroughfare. The City recently approved the Highway 26/East 27th Street Corridor Redevelopment Plan providing for significant infrastructure improvement for the Winters Creek drainage. It also provided for significant investment by Reganis, L.L.C., resulting in the construction of a new automobile dealership. This plan seeks to further enhance the Highway 26/East 27th Street corridor by assisting in the site acquisition and site preparation for the development of an premium 85 room Fairfield Inn & Suites Hotel. The level of investment to finance the needed site acquisition and site preparation and related infrastructure will require the combined efforts of the public and private sectors.

This Redevelopment Plan covers an area consisting of approximately 147,232 square feet located east of and adjacent to U.S. Highway 26 which is legally described as Block 2 Reganis Subdivision to the City of Scottsbluff, Scotts Bluff County, Nebraska and shown on Exhibit "A", attached hereto and incorporated herein by this reference ("Community Redevelopment Area"). The Community Redevelopment Area was declared blighted and substandard by the Scottsbluff City Council on August 20, 2013. The Community Redevelopment Area has been determined, through the blight and substandard resolution, to be in need of revitalization and strengthening to ensure that it will contribute to the economic and social well-being of the City. All available evidence suggests that the area has not had the private investment necessary to contribute to the well-being of the community, nor would the area be reasonably anticipated to be developed without public action.

To encourage private investment in the Community Redevelopment Area, this Redevelopment Plan has been prepared to set forth the Fairfield Inn & Suites at Winters Creek Drive Redevelopment Project ("Redevelopment Project"), which is considered to be of the highest priority in accomplishing the goal of revitalizing and strengthening the Community Redevelopment Area.

II. EXISTING SITUATION.

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

A. Existing Land Use. The Community Redevelopment Area contains a platted block of undeveloped land consisting of approximately 147,232 square feet. This use is shown on Exhibit “B”.

B. Existing Zoning. The Community Redevelopment Area is zoned C-2. The intent of the Neighborhood Commercial District is to provide a zone consisting of retail stores and service establishments. The C-2 District includes a wide range of retail and service uses generally helpful to the traveling public and found along arterial roadways in the community. Some of the permitted uses include hotels/motels, banks, hospitals/clinics, restaurants/bars/taverns, and convenience stores.

C. Existing Public Improvements.

1. Street System. The Redevelopment Area is accessed from Highway 26 by Winters Creek Drive. There is no internal street network or system constructed within the Community Redevelopment Area.

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

D. Existing Building Conditions/Blighting Influences. Charles K. Bunker, Attorney at Law, conducted a study entitled “Study of Blight and Substandard Conditions” dated July 7, 2013 (“Blight Study”). The “study area” for the Blight Study, which includes the Community Redevelopment Area, as well as additional property. The evaluation and subsequent findings of the Blight Study were based upon the criteria outlined in the Nebraska Community Development Law (**Neb. Rev. Stat. § 18-2101 et seq.**). The Blight Study determined that the study area exhibited a number of deficiencies applicable to the consideration of a “substandard and blight” designation including the existence of conditions which endanger life or property by fire or other causes, improper subdivision and dilapidation/deterioration. In addition, the Blight Study identified the existence of one condition within the study area that is a determinant of blight – the area substantially impairs or arrests the sound growth of the community and the average age of structures in the area is greater than 40 years. The City Council declared the Community Redevelopment Area blighted and substandard and eligible for a Redevelopment Project on August 20, 2013, by resolution of the Scottsbluff City Council, after a public hearing with notice pursuant to the Community Development Law. The Blight Study is incorporated herein by this reference. A copy of the Blight Study is available at the City of Scottsbluff Clerk’s Office.

III. FUTURE SITUATION.

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

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

A. Proposed Land Use Plan. No changes are contemplated in the current Land Use Plan for the area. However, the use of this site will go from undeveloped to developed. This plan contemplates site acquisition and site development resulting in the construction of a premium 85 room hotel with upscale amenities. The proposed site plan for the area after completion of a Redevelopment Project is shown on attached Exhibit “C” which is attached hereto and incorporated herein by this reference. The land use plan shows a proposed Redevelopment Project for the three story hotel consisting of approximately 15,892 square feet (ground floor) and 15,677 square feet for each upper story. A significant portion of the site will be paved parking lot with landscaping. The specific site plan, land uses, open space, buildings, parking lots, are shown on Exhibit “C”.

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

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

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

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

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

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

2. Land Coverage and Building Density. There are no existing buildings located within the Community Redevelopment Area. After redevelopment project completion, building coverage will be approximately 15,982 square feet on the ground floor. Paved parking lots are shown on Exhibit "C".

3. General Environment. The hotel and parking lot will not cover all of Block 2 Reganis Subdivision. The additional land, not utilized for hotel premises in Block 2, is reserved for additional and compatible commercial development. This commercial activity will intensify and strengthen Scottsbluff as a focal point for local and regional retail sales and development.

The Plan will provide for the establishment of a vibrant nationally recognized upscale hotel. Exhibit D provides a view of the structure that would be constructed pursuant to this Plan. This activity is intended to have a significant positive visual and economic impact in the Redevelopment Area.

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

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

5. Building Heights and Massing. Building heights and massing for the proposed project will comply with the C-2 zone.

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

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

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

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

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

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

1. Zoning, Building Codes and Ordinances. The Community Redevelopment Area is zoned C-2 Neighborhood Commercial. No additional changes to the City's Zoning Ordinances, Building Codes, or other local ordinances are contemplated to implement this Redevelopment Plan.

2. Traffic Flow, Street Layout and Street Grades. The only street providing access to the Community Redevelopment Area is Winters Creek Drive from Highway 26.

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

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

5. Private Redevelopment, Improvements, Facilities and Rehabilitation. The private improvements anticipated within the Community Redevelopment Area include site preparation and the construction of a new three story 85 room upscale nationally-branded hotel.

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

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

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

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

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

POTENTIAL ELIGIBLE PRIVATE IMPROVEMENTS*

Site Acquisition	\$800,000.00
Site preparation	\$450,000.00
Plan preparation and legal	<u>\$ 22,500.00</u>
Total	\$1,272,500.00

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

The Potential Eligible Private Improvements will exceed the amount of funds available from the tax-increment financing indebtedness.

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

The amount of the available proceeds from the TIF Bonds is estimated at approximately \$980,000.00 assuming the hotel will generate an estimated property valuation of \$5,300,000.00 over the present estimated property valuation base.

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

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

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

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

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

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

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

H. Procedure for Changes in the Approved Redevelopment Plan. If the City of Scottsbluff desires to modify this Redevelopment Plan, it may do so after holding a public hearing on the proposed change in accordance with applicable state and local laws. A redevelopment plan which has not been approved by the governing body when recommended by the authority may again be recommended to it with any modifications deemed advisable. A redevelopment plan may be modified at any time by the authority, provided, that if modified after the lease or sale of real property in the Redevelopment Project Area, the modification must be consented to by the redeveloper or redevelopers of such property or his successor, or their successors, in interest affected by the proposed modification. Where the proposed modification will substantially change the redevelopment plan as previously approved by the governing body the modification must similarly be approved by the governing body.

Curve Table			
Curve #	Central Angle	Radius	Chord Length
C1	28° 10'02"	70.00'	31.87'
C2	28° 28'24"	50.00'	17.82'
C3	48° 09'58"	70.00'	58.60'
C4	27° 23'58"	50.00'	20.49'
C5	94° 00'07"	70.00'	114.64'
C6	18° 57'02"	70.00'	20.59'



EXHIBIT "B"
Aerial Photo of the Site

**FAIRFIELD INN & SUITES
 SCOTTSBLUFF, NEBRASKA**



M. C. SCHAFF AND 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

SP-1

SHEET 1 OF 1

DATE: _____

REVISION: _____

PROJECT: FAIRFIELD INN
SCOTTSBLUFF, NE
SITE PLAN

CLIENT: XXXXXXX

PROJECT NUMBER: _____

PROJECT DATE: _____

PROJECT MGR: _____

PLN: _____

DESIGN TEAM: _____

CLN/DS/W/W: _____

SEAL: _____

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**Exhibit “D”
Concept Drawing**



View of proposed Fairfield Inn & Suites
from Winters Creek Drive



View of proposed Fairfield Inn & Suites proposed
pathway extension (Highway 26 view)

EXHIBIT “E”
STATUTORY COST BENEFIT ANALYSIS
FAIRFIELD INN & SUITES at WINTERS CREEK DRIVE REDEVELOPMENT PROJECT

As authorized in the Nebraska Community Development Law, §18-2147, Neb. Rev. Stat. (2012), the City of Scottsbluff has analyzed the costs and benefits of the proposed Fairfield Inn & Suites and Winters Creek Drive Redevelopment Project, including:

Project Sources and Uses. Approximately \$980,000.00 in public funds from tax increment financing provided by the City of Scottsbluff will be required to complete the project. This investment by the city will leverage \$6,397,000.00 in private sector financing; a private investment of \$6.52 for every city dollar investment.

Use of Funds.

Description	TIF Funds	Private Funds	Total
Site Acquisition	\$ 800,000.00	\$ 0.00	\$ 800,000.00
Site Preparation	\$ 180,000.00	\$ 270,000.00	\$ 450,000.00
Legal and Plan	\$ 0.00	\$ 22,500.00	\$ 22,500.00
Building	\$ 0.00	\$ 4,850,000.00	\$ 4,850,000.00
Personal Property	\$ 0.00	\$ 1,255,000.00	\$ 1,255,000.00
TOTALS	\$ 980,000.00	\$ 6,397,000.00	\$ 7,377,500.00

Tax Revenue. The property to be redeveloped is anticipated to have a January 1, 2014, valuation of approximately \$225,000. Based on the 2013 levy this would result in a real property tax of approximately \$4,575.00. It is anticipated that the assessed value will increase by \$5,300,000, upon full completion in 2015, as a result of the site redevelopment. This development will result in an estimated tax increase of over \$107,000.00 annually. The tax increment gained from this Redevelopment Project Area would not be available for use as city general tax revenues, for a period of 15 years, or such shorter time as may be required to amortize the TIF bond, but would be used for eligible private redevelopment costs to enable this project to be realized.

Estimated 2014 assessed value:	\$ 225,000.00
Estimated value after completion	\$ 5,525,000.00
Increment value	\$ 5,300,000.00
Annual TIF generated (estimated)	\$ 107,000.00
TIF bond issue	\$ 980,000.00

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

Employment Within the Project Area. Employment within the Project Area is currently zero. At project stabilization employment is expected to increase to 13 full time equivalent employees. Temporary construction employment will increase during the construction. The construction period is expected to exceed nine months.

Employment in the City Outside the Project Area. The latest available labor statistics show that the Scotts Bluff County labor pool is 19,591, with a 4.3% unemployment rate.

Other Impacts. Personal property in the project is subject to current property tax rates. Personal property for the Project is estimated at \$1,255,000, resulting in an estimated personal property tax for the first year of operations of \$25,000. Personal property tax is not subject to TIF and will be paid to the normal taxing entities. Annual city sales taxes paid to the city of Scottsbluff as a result of hotel operations are estimated to exceed \$30,000.00. Local lodging taxes are estimated to exceed \$50,000 annually.

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

City of Scottsbluff, Nebraska

Monday, July 21, 2014

Regular Meeting

Item Pub. Hear.2

COMMUNITY DEVELOPMENT AGENCY TO RECESS.

Staff Contact: Rick Kuckkahn, City Manager

City of Scottsbluff, Nebraska

Monday, July 21, 2014

Regular Meeting

Item Pub. Hear.3

CITY COUNCIL TO RECONVENE.

Staff Contact: Rick Kuckkahn, City Manager

City of Scottsbluff, Nebraska

Monday, July 21, 2014

Regular Meeting

Item Pub. Hear.4

PUBLIC HEARING

Minutes: Council to conduct a Public Hearing as scheduled for this date to consider the Redevelopment Plan for Block Two, Reganis Subdivision, City of Scottsbluff, NE.

Staff Contact: Rick Kuckkahn, City Manager

**CITY OF SCOTTSBLUFF
REDEVELOPMENT PLAN FOR THE
FAIRFIELD INN & SUITES at WINTERS CREEK DRIVE**

I. INTRODUCTION.

The City of Scottsbluff, Nebraska, recognizes that blight is a threat to the continued stability and vitality of the City as a focal point of business, financial, social, cultural and civic activity of the region, and a focus of community pride and achievement. Therefore, the City has initiated a program of revitalization whose goal is to enhance the City of Scottsbluff as the center of government in the county-wide region; as the center of retail, business, industry, office, financial and entertainment activities, and of communication for the community, and as a center of tourism and meetings for the region. To reach this goal of the City of Scottsbluff has recently declared blighted and substandard the Highway 26/East 27th Street Corridor in the City. This area constitutes a critical portion of the community located on a major thoroughfare. The City recently approved the Highway 26/East 27th Street Corridor Redevelopment Plan providing for significant infrastructure improvement for the Winters Creek drainage. It also provided for significant investment by Reganis, L.L.C., resulting in the construction of a new automobile dealership. This plan seeks to further enhance the Highway 26/East 27th Street corridor by assisting in the site acquisition and site preparation for the development of an premium 85 room Fairfield Inn & Suites Hotel. The level of investment to finance the needed site acquisition and site preparation and related infrastructure will require the combined efforts of the public and private sectors.

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A. Proposed Land Use Plan. No changes are contemplated in the current Land Use Plan for the area. However, the use of this site will go from undeveloped to developed. This plan contemplates site acquisition and site development resulting in the construction of a premium 85 room hotel with upscale amenities. The proposed site plan for the area after completion of a Redevelopment Project is shown on attached Exhibit “C” which is attached hereto and incorporated herein by this reference. The land use plan shows a proposed Redevelopment Project for the three story hotel consisting of approximately 15,892 square feet (ground floor) and 15,677 square feet for each upper story. A significant portion of the site will be paved parking lot with landscaping. The specific site plan, land uses, open space, buildings, parking lots, are shown on Exhibit “C”.

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

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

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

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

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

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

2. Land Coverage and Building Density. There are no existing buildings located within the Community Redevelopment Area. After redevelopment project completion, building coverage will be approximately 15,982 square feet on the ground floor. Paved parking lots are shown on Exhibit "C".

3. General Environment. The hotel and parking lot will not cover all of Block 2 Reganis Subdivision. The additional land, not utilized for hotel premises in Block 2, is reserved for additional and compatible commercial development. This commercial activity will intensify and strengthen Scottsbluff as a focal point for local and regional retail sales and development.

The Plan will provide for the establishment of a vibrant nationally recognized upscale hotel. Exhibit D provides a view of the structure that would be constructed pursuant to this Plan. This activity is intended to have a significant positive visual and economic impact in the Redevelopment Area.

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

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

5. Building Heights and Massing. Building heights and massing for the proposed project will comply with the C-2 zone.

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

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

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

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

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

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

1. Zoning, Building Codes and Ordinances. The Community Redevelopment Area is zoned C-2 Neighborhood Commercial. No additional changes to the City's Zoning Ordinances, Building Codes, or other local ordinances are contemplated to implement this Redevelopment Plan.

2. Traffic Flow, Street Layout and Street Grades. The only street providing access to the Community Redevelopment Area is Winters Creek Drive from Highway 26.

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

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

5. Private Redevelopment, Improvements, Facilities and Rehabilitation. The private improvements anticipated within the Community Redevelopment Area include site preparation and the construction of a new three story 85 room upscale nationally-branded hotel.

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

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

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

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

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

POTENTIAL ELIGIBLE PRIVATE IMPROVEMENTS*

Site Acquisition	\$800,000.00
Site preparation	\$450,000.00
Plan preparation and legal	<u>\$ 22,500.00</u>
Total	\$1,272,500.00

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

The Potential Eligible Private Improvements will exceed the amount of funds available from the tax-increment financing indebtedness.

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

The amount of the available proceeds from the TIF Bonds is estimated at approximately \$980,000.00 assuming the hotel will generate an estimated property valuation of \$5,300,000.00 over the present estimated property valuation base.

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

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

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

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

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

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

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

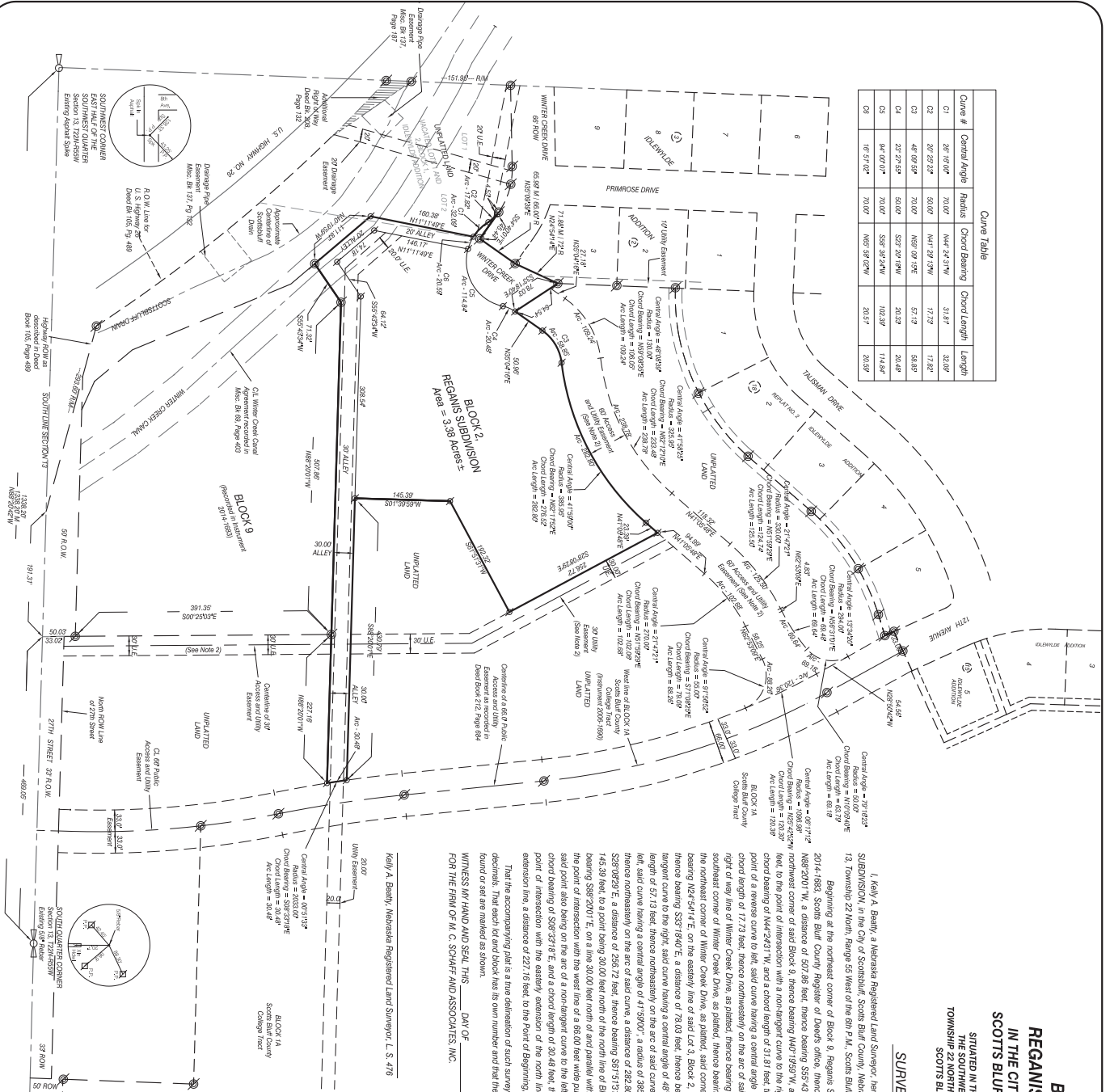
H. Procedure for Changes in the Approved Redevelopment Plan. If the City of Scottsbluff desires to modify this Redevelopment Plan, it may do so after holding a public hearing on the proposed change in accordance with applicable state and local laws. A redevelopment plan which has not been approved by the governing body when recommended by the authority may again be recommended to it with any modifications deemed advisable. A redevelopment plan may be modified at any time by the authority, provided, that if modified after the lease or sale of real property in the Redevelopment Project Area, the modification must be consented to by the redeveloper or redevelopers of such property or his successor, or their successors, in interest affected by the proposed modification. Where the proposed modification will substantially change the redevelopment plan as previously approved by the governing body the modification must similarly be approved by the governing body.

EXHIBIT "A"

REDEVELOPMENT AREA

Block 2 Reganis Subdivision to the City of Scottsbluff, Scotts Bluff County, Nebraska

Curve #	Central Angle	Radius	Chord Bearing	Chord Length	Length
C1	89° 10' 00"	70.00'	M44° 24' 31"W	31.81'	32.00'
C2	207° 20' 00"	50.00'	M41° 29' 15"W	17.73'	17.82'
C3	48° 09' 30"	70.00'	M59° 09' 15"E	57.13'	58.89'
C4	23° 27' 30"	50.00'	S52° 20' 18"W	20.33'	20.48'
C5	94° 00' 00"	70.00'	S55° 35' 24"W	102.32'	114.84'
C6	10° 37' 00"	70.00'	M65° 35' 02"W	20.53'	20.59'



**BLOCK 2,
REGANIS SUBDIVISION
IN THE CITY OF SCOTTSBLUFF,
SCOTTS BLUFF COUNTY, NEBRASKA**

SITUATED IN THE SOUTHWEST QUARTER OF
SECTION 13, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M.,
SCOTTS BLUFF COUNTY, NEBRASKA

SURVEYORS CERTIFICATE

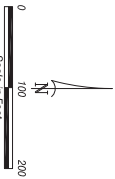
I, Kelly A. Beatty, a Nebraska Registered Land Surveyor, hereby certify that I have surveyed and prepared a plat of BLOCK 2, REGANIS SUBDIVISION in the City of Scottsbluff, Scotts Bluff County, Nebraska, situated in the Southwest Quarter of the Southwest Quarter of Section 13, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska, more particularly described as follows:

Beginning at the northeast corner of Block 9, Reganis Subdivision, as recorded in Instrument 2014-1483, Scotts Bluff County Register of Deeds office, thence westerly on the north line of said Block 9, on an assumed bearing of N89°20'11"W, a distance of 507.88 feet, thence bearing S55°43'31"W, on the north line of said Block 9, a distance of 71.32 feet, to the northeast corner of said Block 9, thence bearing N40°19'59"W, a distance of 111.87 feet, thence bearing N17°14'42"E, a distance of 182.38 feet, to the point of intersection with a non-tangent curve to the right, said curve having a central angle of 28°19'00", a radius of 70.00 feet, a chord bearing of M44°24'31"W, and a chord length of 31.81 feet, thence northwesterly on the arc of said curve a distance of 32.00 feet to the point of intersection with a non-tangent curve to the left, said curve having a central angle of 20°25'23", a radius of 50.00 feet, a chord bearing of N41°29'15"W, and a chord length of 17.73 feet, thence northwesterly on the arc of said curve, a distance of 17.82 feet, to the point of intersection with the south right of way line of Winter Creek Drive, as platted, thence bearing S54°40'07"E, on said south right of way line a distance of 45.44 feet, to the southwest corner of Winter Creek Drive, as platted, thence bearing N55°09'39"E, a distance of 65.99 feet as measured (66.00 feet record), to the northeast corner of Winter Creek Drive, as platted, said corner also being southwest corner of Lot 3, Block 2, Ideawild Addition, thence bearing N24°54'14"E, on the easterly line of said Lot 3, Block 2, Ideawild Addition, a distance of 71.88 feet, as measured (72 feet record), thence bearing S33°18'40"E, a distance of 78.03 feet, thence bearing N55°04'19"E, a distance of 50.96 feet, to the point of curvature of a tangent curve to the right, said curve having a central angle of 48°09'59", a radius of 70.00 feet, a chord bearing of N59°09'15"E, and a chord length of 57.13 feet, thence northwesterly on the arc of said curve, a distance of 58.89 feet, to the point of curvature of a reverse curve to the left, said curve having a central angle of 41°59'00", a radius of 58.85 feet, a chord bearing of N62°11'52"E, and a chord length of 278.52 feet, thence northwesterly on the arc of said curve, a distance of 282.80 feet, thence bearing N41°09'48"E, a distance of 22.39 feet, thence bearing S50°08'29"E, a distance of 256.72 feet, thence bearing S81°51'31"W, a distance of 192.32 feet, thence bearing S01°39'59"W, a distance of 145.39 feet, to a point being 30.00 feet north of the north line of Block 9, Reganis Subdivision, as measured perpendicular to said line, thence bearing S89°20'11"E, on a line 30.00 feet north of and parallel with the north line of Block 9, Reganis Subdivision, a distance of 430.79 feet, to the point of intersection with the west line of a 66.00 feet wide public access and utility easement as recorded in Deed Book 212, page 684, said point also being on the arc of a non-tangent curve to the left, said curve having a central angle of 00°51'33", a radius of 2033.00 feet, a chord bearing of S58°33'18"E, and a chord length of 30.48 feet, thence southeasterly on the arc of said curve a distance of 30.48 feet, to the point of intersection with the easterly extension of the north line of Block 9, Reganis Subdivision, thence bearing N89°20'11"W, on said extension line, a distance of 227.16 feet, to the Point of Beginning, containing an area of 1.24 acres, more or less.

That the accompanying plat is a true delineation of such survey drawn to a scale of 100 feet to the inch. That all dimensions are in feet and decimals. The each lot and block has its own number and that the boundary of the plat is shown with a heavy solid line. That all corners found or set are marked as shown.

WITNESS MY HAND AND SEAL THIS DAY OF _____, 2014.
FOR THE FIRM OF M. C. SCHAFER AND ASSOCIATES, INC.

Kelly A. Beatty, Nebraska Registered Land Surveyor, L.S. 476



- LEGEND**
- EXISTING QUARTER SECTION CORNER, AS NOTED
 - EXISTING SEVENTH SECTION CORNER, AS NOTED
 - SET BACK LINE, AS NOTED
 - SET BACK LINE, AS NOTED
 - THIS PLAT INCLUDES THE PARCELS 29 MOE EAST - WEST SANITARY SEWER EASEMENT
 - RECORDED IN DEED BOOK 171, PAGE 437
 - BOUNDARY OF PLATTED AREA
 - BOUNDARY OF PLATTED AREA
- NOTES**
1. All easements, restrictions and other documents of record, may not be shown on this plat.
 2. These utility and Access Easements to be dedicated as they or stated right and upon future final platting of the adjoining involved tract.

EXHIBIT "B"
Aerial Photo of the Site

**FAIRFIELD INN & SUITES
 SCOTTSBLUFF, NEBRASKA**

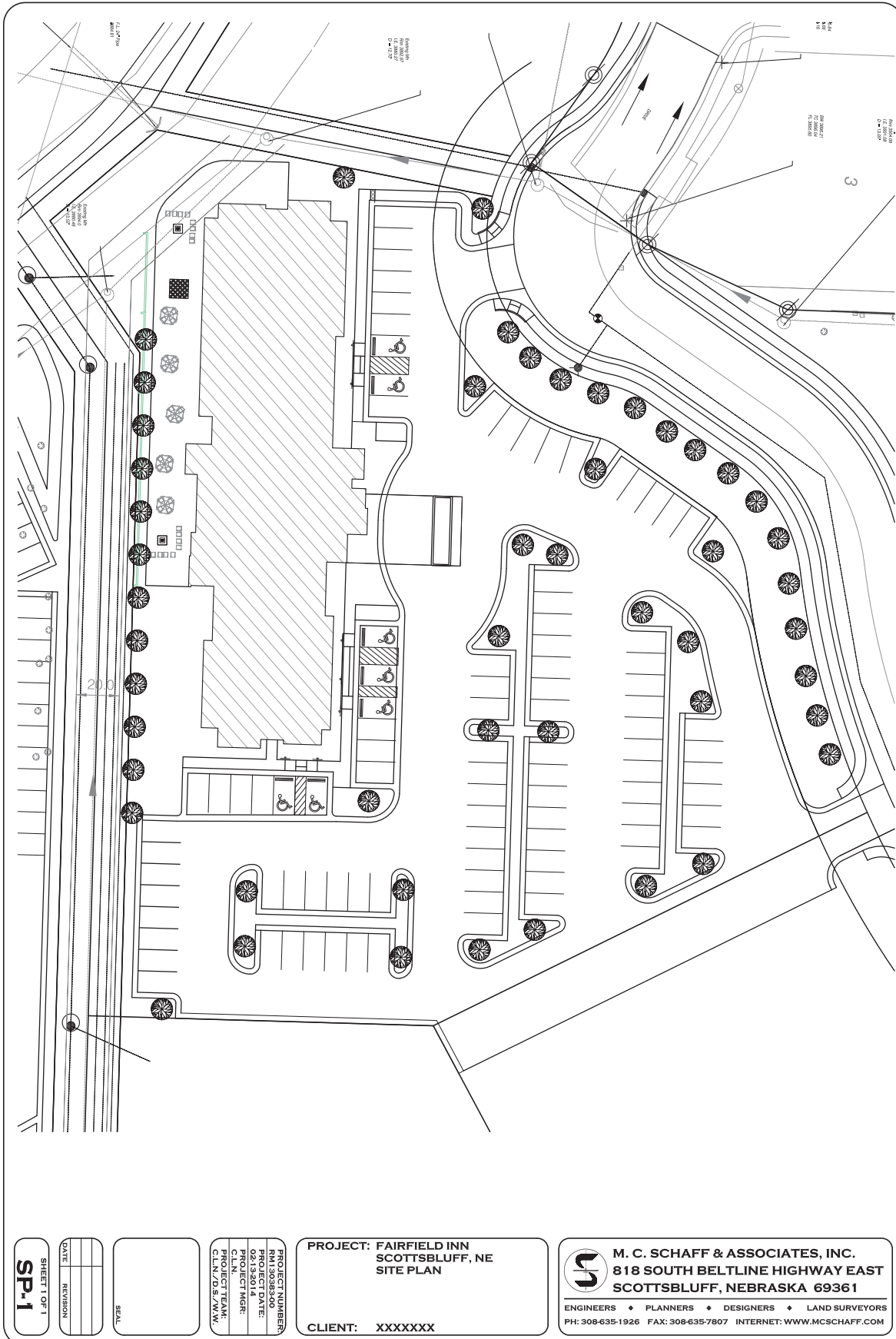


M. C. SCHAFF AND ASSOCIATES, INC.
818 SOUTH BELTLINE HIGHWAY EAST
SCOTTSBLUFF, NEBRASKA 69361

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

EXHIBIT "C"

Redevelopment Area Site Plan



**Exhibit “D”
Concept Drawing**



**View of proposed Fairfield Inn & Suites
from Winters Creek Drive**



**View of proposed Fairfield Inn & Suites proposed
pathway extension (Highway 26 view)**

EXHIBIT “E”
STATUTORY COST BENEFIT ANALYSIS
FAIRFIELD INN & SUITES at WINTERS CREEK DRIVE REDEVELOPMENT PROJECT

As authorized in the Nebraska Community Development Law, §18-2147, Neb. Rev. Stat. (2012), the City of Scottsbluff has analyzed the costs and benefits of the proposed Fairfield Inn & Suites and Winters Creek Drive Redevelopment Project, including:

Project Sources and Uses. Approximately \$980,000.00 in public funds from tax increment financing provided by the City of Scottsbluff will be required to complete the project. This investment by the city will leverage \$6,397,000.00 in private sector financing; a private investment of \$6.52 for every city dollar investment.

Use of Funds.

Description	TIF Funds	Private Funds	Total
Site Acquisition	\$ 800,000.00	\$ 0.00	\$ 800,000.00
Site Preparation	\$ 180,000.00	\$ 270,000.00	\$ 450,000.00
Legal and Plan	\$ 0.00	\$ 22,500.00	\$ 22,500.00
Building	\$ 0.00	\$ 4,850,000.00	\$ 4,850,000.00
Personal Property	\$ 0.00	\$ 1,255,000.00	\$ 1,255,000.00
TOTALS	\$ 980,000.00	\$ 6,397,000.00	\$ 7,377,500.00

Tax Revenue. The property to be redeveloped is anticipated to have a January 1, 2014, valuation of approximately \$225,000. Based on the 2013 levy this would result in a real property tax of approximately \$4,575.00. It is anticipated that the assessed value will increase by \$5,300,000, upon full completion in 2015, as a result of the site redevelopment. This development will result in an estimated tax increase of over \$107,000.00 annually. The tax increment gained from this Redevelopment Project Area would not be available for use as city general tax revenues, for a period of 15 years, or such shorter time as may be required to amortize the TIF bond, but would be used for eligible private redevelopment costs to enable this project to be realized.

Estimated 2014 assessed value:	\$ 225,000.00
Estimated value after completion	\$ 5,525,000.00
Increment value	\$ 5,300,000.00
Annual TIF generated (estimated)	\$ 107,000.00
TIF bond issue	\$ 980,000.00

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

Employment Within the Project Area. Employment within the Project Area is currently zero. At project stabilization employment is expected to increase to 13 full time equivalent employees. Temporary construction employment will increase during the construction. The construction period is expected to exceed nine months.

Employment in the City Outside the Project Area. The latest available labor statistics show that the Scotts Bluff County labor pool is 19,591, with a 4.3% unemployment rate.

Other Impacts. Personal property in the project is subject to current property tax rates. Personal property for the Project is estimated at \$1,255,000, resulting in an estimated personal property tax for the first year of operations of \$25,000. Personal property tax is not subject to TIF and will be paid to the normal taxing entities. Annual city sales taxes paid to the city of Scottsbluff as a result of hotel operations are estimated to exceed \$30,000.00. Local lodging taxes are estimated to exceed \$50,000 annually.

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

City of Scottsbluff, Nebraska

Monday, July 21, 2014

Regular Meeting

Item Pub. Hear.5

COUNCIL TO TAKE ACTION ON THE RESOLUTION AND REDEVELOPMENT PLAN.

Staff Contact: Rick Kuckahn, City Manager

RESOLUTION NO.14-07-

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

Recitals:

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

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

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

d. The Community Development Agency of the City of Scottsbluff, Nebraska (the “Agency”) has received a Redevelopment Plan (the “Redevelopment Plan”) prepared by 2627 Lodging, LLC (the “Redeveloper”), in the form attached as Exhibit B, for the redevelopment of the Redevelopment Area;

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

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

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

Resolved that:

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

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

3. In accordance with Section 18-2147 of the Act, the City provides that any ad valorem tax on Block 2 Reganis Subdivision to the City of Scottsbluff, Scotts Bluff County, Nebraska, for the benefit of any public body be divided for a period of 15 years after the effective date as provided in Section 18-2147 of the Act, which effective date shall be determined in a Redevelopment Contract entered into between the Redeveloper and the Agency. Said tax shall be divided as follows:

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

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

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

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

PASSED and APPROVED on July 21, 2014.

Mayor

ATTEST:

City Clerk (Seal)

EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA

Block 2 Reganis Subdivision to the City of Scottsbluff, Scotts Bluff County, Nebraska

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

Planning Commission Minutes
Regular Scheduled Meeting
July 14, 2014
Scottsbluff, Nebraska

The Planning Commission of the City of Scottsbluff, Nebraska met in a regular scheduled meeting on Monday, July 14, 2014, 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 July 4, 2014. 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: Anita Chadwick, Callan Wayman, Angie Aguallo, Jim Zitterkopf, David Gompert, Dana Weber, Mark Westphal, and Becky Estrada. Absent: Henry Huber. City officials present: Annie Urdiales, Planning Administrator, Annie Folck, City Planner, 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: None.

ITEM 4: Business not on agenda: None

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

ITEM 6: The minutes of June 9, 2014 were reviewed and approved. A motion was made to accept the minutes by Gompert, and seconded by Aguallo. "YEAS": Wayman, Aguallo, Chadwick, Zitterkopf, and Estrada. "NAYS": None. ABSTAIN: Weber, and Westphal. ABSENT: Huber. Motion carried.

ITEM 7A: The Planning Commission reviewed a Redevelopment Plan submitted by Twenty-Six Twenty Seven Lodging LLC. The area of redevelopment is described at Block 2, Reganis Subdivision. This parcel is situated just south of Talisman Drive (future Winter Creek Drive) and north of Highway 26. The lot is zoned C-2 neighborhood retail and commercial and fits within the general plan for the development of the City and meets guidelines of the City's comprehensive development plan. This area was approved as a blighted and substandard area in August of 2013 and one other redevelopment is currently under construction (Reganis Auto). The proposed new development will a Hotel comprised of three stories and approximately 85 rooms. Existing infrastructure will be used; water will come off of Winter Creek Drive and an existing sewer line between on the south end of Block 2, (between Block 2 & Block 9, Reganis Subdivision), Winter Creek Drive will be extended to the east. Phase one of the project will begin this fall (footing & foundation) and should be completed in the fall of 2015, the new street will be in place before final occupancy of the new hotel.

Mike Bacon, representing Twenty-six, Twenty-seven Lodging LLC addressed and answered questions for the Planning Commission members. Mr. Bacon has been doing tax increment financing (TIF) for years and does this for a living. He represents several communities and has seen growth in communities that use TIF. This redevelopment plan is the same as the Reganis Plan, except Mr. Reganis owned the land and he is tiling the canal. Twenty-six Twenty-seven Lodging LLC (2627 Lodging) redevelopment costs will include three areas (1) Site acquisition, (2) Site preparation, and (3) plan preparation and legal. Total costs are \$1,272,500. Proceeds of Tax Increment debt are limited to \$980,000.00. Standard requirements for property improvements of TIF include extending utilities, site preparation and acquisition, which 2627 Lodging meets. The hotel will have approximately thirteen full and part time jobs. Other impacts of the project are subject to current property taxes, personal property for the project at \$1,255,000, results in an estimated personal property tax for the first year of operations at about \$25,000. Personal property tax is not subject to TIF and will be paid to the normal taxing entities. Annual city sales taxes paid to the City of Scottsbluff is a result of hotel operations is estimated to exceed \$30,000. Local lodging taxes are estimated to exceed \$50,000 annually. Mr. Bacon also described other benefits that TIF can have on cities including increases in building permits in first class communities, if a community sticks with it long enough the redevelopment spreads and the good development will spread. Questions about the percentage of land a city can have designated as blighted and substandard, a first class city can have 35%. The area has to be within city limits and fall into the statutory standards for blighted and substandard areas.

This type of redevelopment is consistent with the City's comprehensive development plan; the area is zoned C-2 Neighborhood and Retail Commercial. A resolution has been prepared stating that the plan is in compliance with the City's general plan and comprehensive development plan, for the Planning Commission's recommendation to City Council.

Conclusion: A motion was made by Aguallo and seconded by Chadwick to make positive recommendation for City Council to adopt the resolution for the 2627 Lodging LLC Redevelopment Plan. "YEAS": Wayman, Chadwick, Zitterkopf, Aguallo, Westphal, Gompert, Weber, and Estrada. "NAYS": None. ABSTAIN: None. ABSENT: Huber. Motion carried.

ITEM 8. Unfinished Business: None

There being no further business the Planning Commission with a motion to adjourn made by Chadwick and seconded by Aguallo the meeting was adjourned at 6:30 p.m. "YEAS": Wayman, Aguallo, Gompert, Chadwick, Weber, Zitterkopf, Westphal, and Estrada. NAYS: none. ABSENT: Huber. Motion carried.

Becky Estrada, Chairperson

Attest: _____
Annie Urdiales

City of Scottsbluff, Nebraska

Monday, July 21, 2014

Regular Meeting

Item Pub. Hear.6

COMMUNITY DEVELOPMENT AGENCY TO RECONVENE AND TAKE ACTION ON THE RESOLUTION CONCERNING THE REDEVELOPMENT CONTRACT AND BOND

Community Development Agency to consider and take action on a Resolution to approve the proposed Redevelopment Contract for Block Two, Reganis Subdivision in the City of Scottsbluff, NE and the Tax Increment Development Revenue Bond for the Fairfield Inn Redevelopment.

Staff Contact:

RESOLUTION NO. CDA 14-07-02

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

1. The Mayor and Council of the City of Scottsbluff, Nebraska (the "City") find and determine (a) that the Community Development Agency of the City of Scottsbluff, Nebraska (the "Agency") has been duly created by ordinance for purposes of assisting with redevelopment of blighted and substandard real estate located within the City; that the Agency has and may exercise all of the powers of a redevelopment authority provided for under the Community Development Law of the State of Nebraska; that there has been prepared a redevelopment plan, entitled "**CITY OF SCOTTSBLUFF REDEVELOPMENT PLAN FOR FAIRFIELD INN at WINTER CREEK DRIVE**" (the "Plan") for the redevelopment of the real estate described in the Plan as the "Project Area" (referred to in this Resolution as the "Redevelopment Project Area"); (b) that prior to the recommendation for approval of the Plan the Redevelopment Project Area was declared blighted and substandard by action of the Mayor and Council of the City; (c) that the City has had in effect its general plan for the development of the City from the time prior to the preparation of the Plan; (d) that the Plan was prepared by the Redeveloper (as defined below) and submitted to the City Planning Commission of the City and approved and thereafter recommended by the Agency to the Mayor and Council of the City; (e) that on the 21st day of July, 2014, the Mayor and Council of the City held a public hearing on the Plan for which notice was given by publication prior to such hearing in the Star-Herald on _____, 2014, and _____, 2014, and, after such hearing, the Mayor and Council gave their approval to the Plan; (f) that the Plan, among other things, calls for the redevelopment of the Redevelopment Project Area by the acquisition of undeveloped and vacant land and related construction of an 85 room hotel all as described in the Plan (the "Project"); (g) that 2627 Lodging, LLC, a limited liability company (the "Redeveloper") is interested in the redevelopment of the Redevelopment Project Area and the Redeveloper has undertaken and is currently incurring costs and is undertaking certain of the construction and rehabilitation as provided for in the Plan and the City and the Agency have previously communicated willingness to assist such redevelopment in order to encourage the providing of employment and the economic development of the City as well as for the redevelopment of a blighted and substandard area of the City; (h) that the Agency and the Redeveloper are about to enter into an agreement entitled "Redevelopment Contract" (as approved in Section 13 of this Resolution and incorporated in this Resolution by reference) and under the terms of the Redevelopment Contract, the Agency agrees to assist 2627 Operating, Inc., with grant assistance, which will be contributed to the Redeveloper to pay part of the cost of the Project and for such purpose it is necessary for the Agency to authorize the issuance and sale of its tax increment revenue bond, with principal purchase price to be paid by the 2627 Operating, Inc., in accordance with the terms of the Redevelopment Contract; (i) that all conditions, acts and things required by law to exist or to be done precedent to the authorizing of the Agency's tax increment revenue bond as provided for in this Resolution do exist and have been done as provided by law.

2. A tax increment revenue bond in the aggregate principal amount of \$980,000.00 is ordered issued in accordance with Section 18-2125, R.R.S. Neb. 2012, by the Agency and shall be designated as its "Tax Increment Development Revenue Bond (Fairfield Inn Redevelopment), Series 2014" (the "Bond"). The Bond shall be issued in the single denomination of \$980,000.00 (as

the aggregate principal amount and purchase price payable by the Redeveloper under the terms of the Redevelopment Contract). The Bond shall be dated as of the date of its delivery. The Bond shall bear interest on the amount outstanding from time to time from the date of its issuance and delivery until maturity (or earlier redemption) at the rate of five percent (5.0%) per annum. The principal of the Bond shall become due on December 31, 2029, provided that such principal amount shall be subject to partial mandatory redemption from "Available Funds" as described in Section 5 below on May 1 and November 1 of each year, with the first principal payment due on November 1, 2016. Accrued interest upon the Bond shall be payable semiannually on May 1 and November 1 of each year, commencing May 1, 2016.

The Bond shall be issued in fully registered form. The Agency's Treasurer (the City Finance Director / Treasurer of the City of Scottsbluff) is designated as paying agent and registrar for the Bond (the "Agent"). The Agent shall serve in such capacities pursuant to the terms of this Resolution. The interest due on each interest payment date prior to maturity shall be payable to the registered owner of record as of the fifteenth day of the calendar month immediately preceding the calendar month in which such interest payment date occurs (the "Record Date"), subject to the provisions of Section 4 below. Payments of interest due on the Bond, except for payments due on final maturity date, or other final payment, shall be made by the Agent by mailing or delivering a check or draft in the amount then due for interest on the Bond to the registered owner of the Bond, as of the Record Date for such interest payment date, to such owner's registered addresses as shown on the books of registration as required to be maintained in Section 3 hereof. Payments of principal and interest due at final maturity or other final payment shall be made by the Agent to the registered owner upon presentation and surrender of the Bond to the Agent at the Agency's offices at City Hall in the City of Scottsbluff, Nebraska. The Agency and the Agent may treat the registered owner of the Bond as the absolute owner of the Bond for the purpose of making payments thereon and for all other purposes and neither the Agency nor the Agent shall be affected by any notice or knowledge to the contrary, whether the Bond or any installment of interest due thereon shall be overdue or not. All payments on account of interest or principal made to the registered owner of the Bond in accordance with the terms of this Resolution shall be valid and effectual and shall be a discharge of the Agency and the Agent, in respect of the liability upon the Bond or claims for interest to the extent of the sum or sums so paid.

3. The Agent shall keep and maintain for the Agency books for the registration and transfer of the Bond at the Agency's offices at City Hall in Scottsbluff, Nebraska. The name and registered address of the registered owner of the Bond (including notation of any pledgee as may be requested by the Redeveloper) shall at all times be recorded in such books. The Bond may be transferred pursuant to its provisions at the Agency's offices by surrender of such Bond for notation of transfer, accompanied by a written instrument of transfer, in form satisfactory to the Agent, duly executed by the registered owner in person or by such owner's duly authorized agent, and thereupon the Agent on behalf of the Agency will register such transfer upon its books and make notation on the Bond and deliver the Bond at its office to the transferee owner (or send it by registered mail to the transferee owner thereof at such transferee owner's expense). All transfers of the Bond shall be upon the basis of a private placement and each proposed transferee registered owner shall furnish the Agent with assurances in form satisfactory to the Agent that such Bond is being purchased for investment purposes only, without view to redistribution and upon the independent credit judgment and investigation of the proposed transferee. The Agency and the Agent shall not be required to

transfer the Bond during any period from any Record Date until its immediately following interest payment date or to transfer the Bond when called for redemption, in whole or in part, for a period of 15 days next preceding any date fixed for redemption or partial redemption.

4. In the event that payments of interest or for mandatory partial redemption due on the Bond on any interest payment date are not timely made, such interest or redemption price shall cease to be payable to the registered owner as of the Record Date for such interest payment date and shall be payable to the registered owner of the Bond as of a special date of record for payment of such defaulted interest or redemption price as shall be designated by the Agent whenever monies for the purpose of paying such defaulted interest or redemption price become available.

5. At any time, the Agency shall have the option of prepaying in whole or in part the principal of the Bond. Any such optional prepayment of principal shall be accompanied by an amount equal to all accrued but unpaid interest on the principal amount being prepaid. Notice of any optional redemption for the Bond shall be given at the direction of the Agency by the Agent by mail not less than 15 days prior to the date fixed for redemption, first class, postage prepaid, sent to the registered owner of the Bond at said owner's registered address. Notice of call for redemption may be waived in writing by any registered owner. In the event of prepayment in whole the Bond shall be cancelled. The determination of the amount and timing of any optional redemption of the Bond shall be in the absolute discretion of the Agency. Beginning May 1, 2016, the Bond shall also be subject to mandatory partial redemption, without notice, on each interest payment date from all funds to be available in the Bond Fund (as hereinafter established and defined), including all amounts, if any, from investment earnings for such fund, rounded down to the nearest one hundred dollars, after payment of all accrued but unpaid interest on each interest payment date (which funds are referred to in this Resolution as "Available Funds"). Available Funds shall be applied to the prepayment of principal on each interest payment date and shall be remitted to the registered owner of the Bond with interest payments. The Agent shall mark the Agent's records with respect to each mandatory partial principal prepayment made from Available Funds and it shall not be necessary for the registered owner to present the Bond for notation of such prepayment. The records of the Agent shall govern as to any determination of the principal amount of the Bond outstanding at any time and the registered owner shall have the right to request information in writing from the Agent at any time as to the principal amount outstanding upon the Bond.

6. The Bond shall be in substantially the form of the attached "Exhibit A".

7. Pursuant to the provisions of Section 18-2147, R.R.S. Neb. 2012, and the terms of the Redevelopment Contract, the effective date after which ad valorem taxes on real property Project Area, described in the Redevelopment Contract, may be apportioned pursuant to said Section 18-2147 shall be January 1, 2015. From and after said effective date that portion of the ad valorem taxes on said real estate located within the Project Area which is described in subdivision (1)(b) of Section 18-2147, R.R.S. Neb. 2012, as amended (the "Project Area Tax Receipts"), shall be paid into a special fund of the Agency to be designated as the "Community Development Agency—Fairfield Inn Redevelopment Project Fund" (the "Bond Fund") to be held by the Agent. The Agency pledges for the payment of the Bond both principal and interest as the same fall due, equally and ratably, all Project Area Tax Receipts as so paid into the Bond Fund as a prior and first lien upon said receipts for the security and payment of the Bond. All Project Area

Tax Receipts received through and including December 31, 2029, shall be used solely for the payments required by this Resolution. Monies held in the Bond Fund shall be invested to the extent practicable and investment earnings on such monies shall be applied in the same manner as all other funds held in the Bond Fund. The Agency agrees that so long as any principal of the Bond remains outstanding it will not issue any additional bonds payable from the Project Area Tax Receipts without the written consent of the registered owner (including any pledgee) of the Bond as then outstanding. The Agency further reserves the right to provide for payment of principal and interest on the Bond from the proceeds of a refunding bond or refunding bonds. Monies held in the Bond Fund shall be invested to the extent practicable and investment earnings on such monies shall be applied in the same manner as all other funds held in the Bond Fund. The Agency's Secretary (the City Clerk) is authorized and directed to give notice to the County Assessor and Treasurer of the provision of the Redevelopment Contract for dividing ad valorem taxes in accordance with the requirements of subdivision (3) of Section 18-2147, R.R.S. 2012.

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

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

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

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

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

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

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

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

PASSED AND APPROVED on July 21, 2014.

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

ATTEST:

Mayor/Chair

Clerk

“EXHIBIT A’

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

**COMMUNITYDEVELOPMENT AGENCY
OF THE CITYOF SCOTTSBLUFF, NEBRASKA**

**TAX INCREMENT DEVELOPMENT REVENUE BOND
(FAIRFIELD INN REDEVELOPMENT)
SERIES 2014**

<u>Principal Amount</u>	<u>Interest Rate Per Annum</u>	<u>Final Maturity Date</u>
\$980,000.00	5.0%	December 31, 2029

KNOW ALL PERSONS BY THESE PRESENTS: That the Community Development Agency of the City of Scottsbluff, Nebraska, acknowledges itself to owe and for value received promises to pay, but only from the sources herein designated, to the registered owner designated on the reverse hereof, or registered assigns, the principal sum shown above in lawful money of the United States of America with such principal sum to become due on the maturity date set forth above, with interest on the unpaid balance from date of delivery hereof until maturity or earlier redemption at the rate per annum set forth above. All such interest upon the Bond shall be payable semiannually on May 1 and November 1 of each year, commencing May 1, 2016.

The payment of principal and interest due upon the final maturity is payable upon presentation and surrender of this bond to the Treasurer of said Agency, as Paying Agent and Registrar for said Agency, at the offices of the Community Development Agency of the City of Scottsbluff at City Hall, in Scottsbluff, Nebraska. The payments of interest and of mandatory redemptions of principal on each interest payment date (other than at final payment) will be paid when due by a check or draft mailed or delivered by said Paying Agent and Registrar to the registered owner of this bond, as shown on the books of record maintained by the Paying Agent and Registrar, at the close of business on the fifteenth day of the calendar month immediately preceding the calendar month in which the interest payment date occurs, to such owner's address as shown on such books and records. Any payment of interest or mandatory redemption of principal not timely paid when due shall cease to be payable to the person entitled thereto as of the record date such interest was payable, and shall be payable to the person who is the registered owner of this bond on such special record date for payment of such defaulted interest or redemption price as shall be fixed by the Paying Agent and Registrar whenever monies for such purpose become available.

This bond is the single bond of its series of the total principal amount of Nine Hundred Eighty Thousand and No One Hundredths Dollars (\$980,000) issued by the Agency for the purpose of paying the costs of redevelopment of certain real estate located in the City of Scottsbluff, as designated in that redevelopment plan recommended by the Agency and approved by

the Mayor and Council of the City of Scottsbluff, Nebraska, on July 21, 2014 (the "Plan"), all in compliance with Article 21 of Chapter 18, Reissue Revised Statutes of Nebraska, 2012, as amended, and has been duly authorized by resolution passed and approved by the Mayor and Council of the City of Scottsbluff, acting as the governing body of the Agency (the "Resolution").

The conditions for the issuance and purchase of this bond are set forth in the Redevelopment Contract and the terms and conditions of the Redevelopment Contract are incorporated herein by reference.

The Agency, however, reserves the right and option of prepaying principal of this bond, in whole or in part, from any available sources, at any time, at the principal amount thereof designated for redemption plus accrued interest to the date fixed for redemption of the principal amount so designated for optional redemption. Notice of any such optional prepayment shall be given by mail, sent to the registered owner of this bond at said registered owner's address in the manner provided in the Resolution. The principal of this bond shall be subject to mandatory redemptions made in part on any interest payment date from "Available Funds" (as defined in the Resolution) without any requirement for notice. Such optional and mandatory prepayments shall be made upon such terms and conditions as are provided for in the Resolution.

This bond constitutes a limited obligation of the Agency payable exclusively from that portion of the ad valorem real estate taxes mentioned in subdivision (1)(b) of Section 18-2147, R.R.S. Neb. 2012, as amended, as levied, collected and apportioned from year to year with respect to certain real estate located within the "Project Area" (as defined in the Resolution). Pursuant to the Resolution and Sections 18-2124 and 18-2150, R.R.S. Neb. 2012, said portion of taxes has been pledged for the payment of this bond, both principal and interest as the same fall due or become subject to mandatory redemption. **This bond shall not constitute a general obligation of the Agency and the Agency shall be liable for the payment thereof only out of said portion of taxes as described in this paragraph. This bond shall not constitute an obligation of the State of Nebraska or of the City of Scottsbluff (except for such receipts as have been pledged pursuant to said Sections 18-2124 and 18-2150 R.R.S. Neb. 2012) and neither the State of Nebraska nor the City of Scottsbluff shall be liable for the payment thereof from any fund or source including but not limited to tax monies belonging to either thereof (except for such receipts pledged as described above in this paragraph).** Neither the members of the Agency's governing body nor any person executing this bond shall be liable personally on this bond by reason of the issuance hereof.

This bond is transferable by the registered owner or such owner's attorney duly authorized in writing at the office of the Paying Agent and Registrar upon surrender of this bond for notation of transfer as provided on the reverse hereof and subject to the conditions provided for in the Resolution. The Agency, the Paying Agent and Registrar and any other person may treat the person whose name this bond is registered as the absolute owner hereof for the purposes of receiving payment due hereunder and for all purposes and shall not be affected by any notice to the contrary, whether this bond be overdue or not. **THIS BOND, UNDER CERTAIN TERMS SET FORTH IN THE RESOLUTION AUTHORIZING ITS ISSUANCE, MAY ONLY BE TRANSFERRED TO PERSONS OR ENTITIES DELIVERING AN INVESTMENT LETTER TO**

THE PAYING AGENT AND REGISTRAR CONFORMING TO REQUIREMENTS SET FORTH IN SAID RESOLUTION.

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

IT IS CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond, did exist, did happen and were done and performed in regular and due form and time as required by law and that the indebtedness of said Agency, including this bond, does not exceed any limitation imposed by law.

IN WITNESS WHEREOF, the Mayor and Council of the City of Scottsbluff, Nebraska, as the governing body of the Community Development Agency of the City of Scottsbluff have caused this bond to be executed on behalf of said Agency by being signed by the Mayor and City Clerk, all as of the date of issue shown above.

Delivered this ____ day of _____, 2014.

COMMUNITY DEVELOPMENT AGENCY OF
THE CITY OF SCOTTSBLUFF, NEBRASKA

ATTEST:

By: _____ (Sample – Do Not Sign)
Mayor

(Sample – Do Not Sign)
City Clerk

PROVISION FOR REGISTRATION

The ownership of this Bond shall be registered as to both principal and interest on the books and records of the Community Development Agency of the City of Scottsbluff, Nebraska, kept by the Paying Agent and Registrar identified in the foregoing bond, who shall make notation of such registration in the registration blank below, and the transfer of this Bond may thereafter be registered only upon an assignment duly executed by the registered owner or such owner's attorney or legal representative, in such form as shall be satisfactory to said Paying Agent and Registrar, such registration of transfer to be made on such books and endorsed hereon by said Paying Agent and Registrar.

Date of Registration	Name of Registered Owner	Signature of Paying Agent and Registrar

REDEVELOPMENT CONTRACT

This "Redevelopment Contract" is made and entered into as of July____, 2014, by and between the Community Development Agency of the City of Scottsbluff, Nebraska ("Agency"), and 2627 Lodging, LLC., a Nebraska limited liability company ("Redeveloper").

Recitals:

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

b. The Agency has adopted, after approval by the Mayor and Council of the City, that redevelopment plan entitled " **CITY OF SCOTTSBLUFF REDEVELOPMENT PLAN FOR FAIRFIELD INN at WINTERS CREEK DRIVE** (the "Redevelopment Plan");

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

Agreement:

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.01 Terms Defined in this Redevelopment Contract.

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

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

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

"City" means the City of Scottsbluff, Nebraska.

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

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

"Indebtedness" means any bonds, notes, loans, and advances of money or other indebtedness, including interest and premium, if any, thereon, incurred by the Agency pursuant to Article III hereof to provide financing for a portion of the Project Costs and secured in whole or in part by TIF Revenues. The Indebtedness issued by the Agency shall consist of the Agency's Tax Increment Development Revenue Bond (2627 Lodging Project), Series 2014, to be issued in the stated principal amount of \$980,000.00 on terms described in Exhibit C and purchased by 2627 Operating, Inc. (the "Corporation"), as set forth in Section 3.04 of this Redevelopment Contract.

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

"Project" means the improvements to the Redevelopment Project Area, as further described in Exhibit B attached hereto and incorporated herein by reference and, as used herein, shall include the Redevelopment Project Property and additions and improvements thereto. The Project shall include site acquisition costs, engineering, site preparation costs, and Plan preparation and legal costs as described in Exhibit B.

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

"Project Costs" means only costs or expenses incurred by Redeveloper for the purposes set forth in §18-2103(12)(a) through (f), inclusive, including the providing for such costs by the exercise of the powers set forth in §18-2107(4) of the Act, all as identified on Exhibit D.

"Redeveloper" means 2627 Lodging, LLC, a Nebraska limited liability company.

"Redevelopment Project Area" means that certain real property situated in the City of Scottsbluff, Scotts Bluff County, Nebraska which has been declared blighted and substandard by the City pursuant to the Act, and which is more particularly described on Exhibit A attached hereto and incorporated herein by this reference. The Redevelopment Project Area is also described on Exhibit A to the Redevelopment Plan.

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

"Redevelopment Contract" means this redevelopment contract between the Agency and Redeveloper with respect to the Project, as the same may be amended from time to time.

"Redevelopment Plan" means the Redevelopment Plan (also defined in the recitals hereto) for the Redevelopment Project Area related to the Project, as attached hereto as

Exhibit B, prepared by the Redeveloper, approved by the City and adopted by the Agency pursuant to the Act.

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

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

Section 1.02 Construction and Interpretation.

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

- (a) Whenever in this Redevelopment Contract it is provided that any person may do or perform any act or thing the word "may" shall be deemed permissive and not mandatory and it shall be construed that such person shall have the right, but shall not be obligated, to do and perform any such act or thing.
- (b) The phrase "at any time" shall be construed as meaning at any time or from time to time.
- (c) The word "including" shall be construed as meaning "including, but not limited to".
- (d) The words "will" and "shall" shall each be construed as mandatory.
- (e) The words "herein," "hereof," "hereunder", "hereinafter" and words of similar import shall refer to the Redevelopment Contract as a whole rather than to any particular paragraph, section or subsection, unless the context specifically refers thereto.
- (f) Forms of words in the singular, plural, masculine, feminine or neuter shall be construed to include the other forms as the context may require.
- (g) The captions to the sections of this Redevelopment Contract are for convenience only and shall not be deemed part of the text of the respective sections and shall not vary by implication or otherwise any of the provisions hereof.

ARTICLE II

FINDINGS AND REPRESENTATIONS

Section 2.0 Findings of Agency.

The Agency makes the following findings:

(a) The Agency is a duly organized and validly existing community development agency under the Act.

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

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

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

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

(2) Based solely on representations made by the Redeveloper:

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

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

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

(g) The Agency has determined that the proposed land uses and building requirements in the Redevelopment Project Area are designed with the general purpose of accomplishing, in conformance with the general plan, a coordinated, adjusted, and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development:

including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of insanitary or unsafe dwelling accommodations, or conditions of blight.

Section 2.02 Representations of Redeveloper.

The Redeveloper makes the following representations:

(a) The Redeveloper is a limited liability company, having the power to enter into this Redevelopment Contract and perform all obligations contained herein and is duly authorized to execute and deliver this Redevelopment Contract.

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

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

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

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

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

ARTICLE III

OBLIGATIONS OF THE AGENCY

Section 3.01 Division of Taxes.

In accordance with Section 18-2147 of the Act and the terms of the Resolution, the Agency hereby provides that any ad valorem tax on Block 2, Reganis Subdivision to the City of Scottsbluff, Scotts Bluff County, Nebraska, for the benefit of any public body be divided for a period of fifteen years after the effective date (the "Effective Date"), as described in Section 18-2147 (1) of the Act which Effective date shall be January 1, 2015. Said taxes shall be divided as follows:

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

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

Section 3.02 Issuance of Indebtedness

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

The Redeveloper agrees that the Corporation will purchase the Indebtedness at a price equal to the principal amount thereof, in a private placement satisfactory to the Agency as to its terms and participants (including any pledgee thereof). Neither the Agency nor the City shall have any obligation to provide for the sale of the Indebtedness. It is the sole responsibility of the Redeveloper to effect the sale of the Indebtedness to the Corporation, by providing for the purchase of the Indebtedness by the Corporation in accordance with the terms of this Redevelopment Contract and the Resolution. If the Indebtedness cannot be issued and sold to

the Corporation in a private placement under terms acceptable to the Agency, this Redevelopment Contract shall cease to be in force and effect and the Agency and the City shall have no further obligations hereunder. Redeveloper acknowledges that it is its understanding and the Agency's understanding that interest on the Indebtedness will be includable in gross income for federal income tax purposes and subject to Nebraska State income taxation.

Section 3.03 Pledge of Revenues.

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

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

The Corporation, has agreed to purchase the Indebtedness from the Agency for a price equal to the principal amount thereof, payable as provided in Section 3.02 and this Section 3.04. The Redevelopment Plan provides that the Agency shall make a grant from the proceeds of the Indebtedness for the purposes set forth in the Act. In accordance with the terms of the Redevelopment Plan, the Agency shall grant to the Corporation, an amount sufficient to pay the costs for those items described on Exhibit D (the "Project Costs"), in the aggregate maximum amount of \$980,000.00. As a condition of making a grant to the Corporation, the Corporation is obligated to transfer the funds, representing the proceeds of the grant to the Redeveloper upon receipt thereof. Notwithstanding the foregoing, the aggregate amount of the Indebtedness and the grant shall not exceed the amount of Project Costs as certified pursuant to Section 4.02 of this Redevelopment Contract. Such grant shall be made to the Corporation, upon execution of this Redevelopment Contract and payment purchase of the Indebtedness as provided in Section 3.02. The Agency shall have no obligation to provide grant funds from any source other than the purchase price paid to the Agency for the Indebtedness.

Section 3.05 Creation of Fund.

In the Resolution, the Agency has provided for the creation of a special fund (the "Bond Fund" as defined in the Resolution) to collect and hold the TIF Revenues pledged to the payment of the Indebtedness. Such special fund shall be used for no purpose other than to pay (including any redemptions of principal made in accordance with the terms of the Resolution and this Redevelopment Contract) the Indebtedness issued pursuant to this Article III.

Section 3.06 Prepayment of Indebtedness.

Upon the furnishing by Redeveloper of the final Certificate of Completion of the Project as provided in section 4.01(a) and the final Project Cost Certification as provided in section 4.02, and in the event that such final Project Cost Certification certifies total Project Costs in an amount less than total Project Costs specified in Exhibit D, then there shall be an immediate mandatory prepayment of the Indebtedness in the amount of such shortfall and the principal amount of the Indebtedness outstanding shall be reduced by the amount of such prepayment. The

grant to Redeveloper shall be reduced by such amount and, in the event the Corporation, has received proceeds of such grant in excess of the certified Project Costs, then such excess shall be repaid by Redeveloper to Agency. Such mandatory prepayment of the Indebtedness shall be payable solely from proceeds of the sale of the Indebtedness to Redeveloper and repayment of grant amounts by Redeveloper and neither Agency nor City shall have any liability therefore. In the event the Indebtedness was purchased by offset of the grant amount, the purchase price shall be reduced accordingly and shall in kind offset the amount of the grant received.

ARTICLE IV

OBLIGATIONS OF REDEVELOPER

Section 4.01 Construction of Project; Insurance.

(a) Redeveloper will acquire Block 2, Reganis Subdivision to the City of Scottsbluff, Scotts Bluff County, Nebraska, complete the Project, prepare the site for redevelopment and install all required private improvements, fixtures, equipment and furnishings necessary to operate the Project. Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to acquire, construct and equip the Project. Until construction of the Project has been completed, Redeveloper shall make reports in such detail and at such times as may be reasonably requested by the Agency as to the actual progress of Redeveloper with respect to construction of the Project. Redeveloper shall furnish to the Agency a Certificate of Completion upon full completion of the Project.

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

Section 4.02 Cost Certification.

Redeveloper shall submit to Agency a certification of the estimated Project Costs for the Project on or before the issuance of the Indebtedness

Redeveloper shall provide a final certification of Project Costs actually incurred by Redeveloper as to those items specified on attached Exhibit D on or before July 1, 2015.

Section 4.03 No Discrimination.

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

Section 4.04 Assignment or Conveyance.

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

Section 4.05 Federal Immigration Verification System.

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

Section 4.06 Administrative Fee.

The Redeveloper shall pay the City an "Administrative Fee" in connection with this Agreement in the amount of \$4,000. The Administrative Fee shall be paid to the City on or before September 1, 2014.

Section 4.07 Penal Bond.

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

construction of the Redevelopment Project Improvements.

ARTICLE V

FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES

Section 5.01 Financing

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

ARTICLE VI

DEFAULT, REMEDIES; INDEMNIFICATION

Section 6.01 General Remedies of Agency and Redeveloper.

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

Section 6.02 Additional Remedies of the Agency

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

(a) the Redeveloper, or its successor in interest, shall fail to commence the construction of the improvements included in the Project Costs on or before December 1, 2014, or shall abandon construction work related to the Project Costs, once commenced, for any period of 180 days, excepting delays caused by inclement weather,

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

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

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

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

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

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

Section 6.03 Remedies in the Event of Other Redeveloper Defaults.

In the event the Redeveloper fails to perform any other provisions of this Redevelopment Contract (other than those specific provisions contained in Section 6.02), the Redeveloper shall be in default. In such an instance, the Agency may seek to enforce the terms of this Redevelopment Contract or exercise any other remedies that may be provided in this

Redevelopment Contract or by applicable law; provided, however, that any defaults covered by this Section shall not give rise to a right or rescission on termination of this Redevelopment Contract, and shall not be covered by the Liquidated Damages Amount.

Section 6.04 Forced Delay Beyond Party's Control.

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

Section 6.05 Limitations of Liability; Indemnification.

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

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

activities of the Redeveloper or its agents during the construction of the public infrastructure or public right of ways in the Project.

ARTICLE VII

MISCELLANEOUS

Section 7.01 Notice Recording.

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

Section 7.02 Governing Law.

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

Section 7.03 Binding Effect: Amendment.

This Redevelopment Contract shall be binding on the parties hereto and their respective successors and assigns. The Redevelopment Contract shall not be amended except by a writing signed by the party to be bound.

Section 7.04 Effective Date and Implementation of Redevelopment Contract.

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

Section 7.05 Notices to Parties.

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

Redeveloper:

2627 Lodging, LLC.
818 South Beltline Hwy East
Scottsbluff, NE 69361

With a Copy to:

Michael L. Bacon
Bacon & Vinton Attorneys
P.O. Box 208
Gothenburg, NE 69138

Agency and City:

Scottsbluff City Clerk
2525 Circle Drive
Scottsbluff, NE 69361

With a Copy to:

Simmons Olsen Law Firm, P.C.
1502 2nd Avenue
Scottsbluff, NE 69361

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

ATTEST:

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF
SCOTTSBLUFF, NEBRASKA

Cynthia A. Dickinson, Secretary

By: _____
Randy Meininger, Chairman

2627 LODGING, LLC.

By: _____
Aldo Gonzales, President

STATE OF NEBRASKA)
) SS
COUNTY OF SCOTTS BLUFF)

The foregoing instrument was acknowledged before me this ____ day of July 2014, by Randy Meininger and Cynthia A. Dickinson, Chairman and Secretary, respectively, of the Community Development Agency of the City of Scottsbluff, Nebraska, on behalf of the Agency.

Notary Public

STATE OF NEBRASKA)
) SS
COUNTY OF SCOTTS BLUFF)

The foregoing instrument was acknowledged before me this ____ day of July, 2014, by Aldo Gonzales, President of 2627 Lodging, LLC., on behalf of the company.

Notary Public

EXHIBIT A
DESCRIPTION OF REDEVELOPMENT PROJECT AREA

Block 2, Reganis Subdivision to the City of Scottsbluff, Scotts Bluff County, Nebraska

EXHIBIT B
REDEVELOPMENT PLAN

See Attached

EXHIBIT C
INDEBTEDNESS

1. Principal Amount: to be set at \$980,000.00
2. Payments: Semi-annually (with principal to be paid from available amounts as mandatory redemptions, after payment of accrued interest), with payments limited to net annual TIF Revenues.
3. Interest Rate: to be determined by Redeveloper, not to exceed 7% per annum.
4. Maturity Date: December 31, 2029.
5. Time for Issuance: At Redeveloper's request as agreed to by the Agency but not earlier than 30 days after passage and approval of the Resolution

EXHIBIT D
PROJECT COSTS

Redevelopment Project Costs:

Site Acquisition	\$800,000.00
Site preparation	\$450,000.00
Plan preparation and legal	<u>\$ 22,500.00</u>
Total	\$1,272,500.00

(Proceeds of Tax Increment Debt limited to \$980,000.00)

City of Scottsbluff, Nebraska

Monday, July 21, 2014

Regular Meeting

Item Pub. Hear.7

CITY COUNCIL TO RECONVENE.

Staff Contact: Rick Kuckkahn, City Manager

City of Scottsbluff, Nebraska

Monday, July 21, 2014

Regular Meeting

Item Public Inp1

Council to receive a report from Keep Scottsbluff Gering Beautiful.

Staff Contact: Rick Kuckkahn, City Manager

City of Scottsbluff, Nebraska

Monday, July 21, 2014

Regular Meeting

Item Bids1

Council to award the bid for hail damage repairs at the Public Safety Building to Twin City Roofing.

Minutes: The following bids were received for this project: Twin City Roofing- \$70,568.00 total; Weathercraft - \$73,848.00. The Engineer is recommending awarding the bid to Twin City Roofing.

Staff Contact: Dave Schaff, Engineer

City of Scottsbluff, Nebraska

Monday, July 21, 2014

Regular Meeting

Item Bids2

Council to award the bid for hail damage repairs at the Police Storage Building and indoor shooting facility to Twin City Roofing.

Minutes: The following bids were received for this project: Twin City Roofing- \$16,640.00 total; Weathercraft - \$23,160.00. The Engineer is recommending awarding the bid to Twin City Roofing.

Staff Contact: Dave Schaff, Engineer

City of Scottsbluff, Nebraska

Monday, July 21, 2014

Regular Meeting

Item Bids3

**Council to award the bid for hail damage repairs at the
Transportation buildings to Twin City Roofing.**

**Minutes: The following bids were received for this project: Twin City Roofing- \$109,510.50 total;
Weathercraft - \$130,563.82. The Engineer is recommending awarding the bid to Twin City Roofing.**

Staff Contact: Dave Schaff, Engineer

City of Scottsbluff, Nebraska

Monday, July 21, 2014

Regular Meeting

Item Reports1

Council to consider a revised agreement with Verizon Wireless to lease city-owned property located at Highway 92 and County Road 19.

Staff Contact: Rick Kuckkahn, City Manager

LAND LEASE AGREEMENT

This Agreement ("Agreement"), made this _____ day of _____, 2014, between the City of Scottsbluff, Nebraska, a Nebraska municipal corporation, with its principal offices located at 2525 Circle Drive, Scottsbluff, Nebraska, 69361 hereinafter designated LESSOR and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. PREMISES. LESSOR hereby leases to LESSEE real estate containing 10,000 square feet of land space ("Land Space") located at Highway 92 & County Road 19, Scottsbluff, Scottsbluff County, Nebraska (the entirety of LESSOR's real property is referred to hereinafter as the Property) and substantially described in Exhibit "A" attached hereto, together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a thirty foot (30') wide right-of-way extending from the nearest public right-of-way, County Road 19, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along the Rights of Way and an eight foot (8') wide right of way ("Further Rights of Way") from the Land Space. The Land Space, Rights of Way and Further Rights of Way are hereinafter collectively referred to as the "Premises" and legally described in attached Exhibit "A".

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall describe the Premises leased under the Agreement. Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Nine Thousand Six Hundred and 00/100 Dollars (\$9,600.00) to be paid in equal monthly installments of Eight Hundred and 00/100 Dollars (\$800.00) on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 23 below. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises, or on the first day of December 2014, whichever occurs first. In the event the date of commencing installation of equipment is determinative and such date falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if such date falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the

following month (either of the foregoing or December 1, 2014, if applicable, being the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date in the event the Commencement Date is based upon the date LESSEE commences installation of the equipment on the Premises. In the event the Commencement Date is the fixed date set forth above, there shall be no written acknowledgement required. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after the Commencement Date or after a written acknowledgement confirming the Commencement Date, if such an acknowledgement is required. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and no written acknowledgement confirming the Commencement Date is required, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 1, and if the Commencement Date is January 1 and a required written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") necessary for LESSEE to comply with tax and information return reporting rules of the Internal Revenue Service ("IRS") or state and local withholding forms, in a form acceptable to LESSEE prior to execution of the Agreement by the parties, and at such other times as may be reasonably requested by LESSEE.

4. EXTENSIONS. This Agreement shall automatically be extended for three (3) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. The annual rental shall increase on each anniversary of the Commencement Date by an amount equal to three percent (3%) of the total annual rent for the previous lease year.

6. ADDITIONAL EXTENSIONS. If at the end of the third (3rd) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year and for one (1) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Annual rental for each such additional one (1) year term shall be equal to the annual rental payable with respect to the immediately preceding term. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Premises which LESSOR demonstrates is the

result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Premises is located), including any increase in real estate taxes at the Premises which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSEE shall be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSEE at the Premises. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Premises.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's

exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. The parties agree that upon any termination of the Agreement as identified herein, LESSEE shall continue to pay rent to LESSOR until such time that LESSEE has removed its equipment from the Premises in accordance with Paragraph 14 and 15 further discussed below.

9. INDEMNIFICATION. Subject to Paragraph 10 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. INSURANCE.

LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance and third property liability with liability limits of not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$1,000,000 for damage or destruction to property in any one occurrence.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 9 and 29, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that six (6) months prior notice is given to LESSOR and LESSEE complies with Paragraph 8 and 14 herein.

13. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR. In the event any LESSEE equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will immediately take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to LESSEE powering down such equipment and later powering up such equipment for intermittent testing until any such interference is cured by LESSEE. The Parties agree that so long as LESSEE is making a good faith effort to remedy any such interference upon written notice from LESSOR and thereafter continuously and

diligently pursues the cure to completion, LESSEE shall not be deemed in default under this Paragraph. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna structure(s) including footings up to six feet (6') below grade, equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term of the Agreement, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 33 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

15. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 14 herein. In the event LESSEE holds over in violation of Paragraph 14 and this Paragraph 15, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 14 shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

16. INTENTIONALLY OMITTED.

17. INTENTIONALLY OMITTED.

18. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

19. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants that there are no liens, judgments or impediments of title on the Premises, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE

in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

21. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Premises is located.

22. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Premises is located by reason of a merger, acquisition or other business reorganization. LESSEE shall provide LESSOR with written notice of any sale, assignment or transfer of the Agreement to LESSEE's principal, affiliates, subsidiaries of its principal within thirty (30) days of any such assignment or transfer. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. LESSEE may sublet the Premises within its sole discretion, upon notice to LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

23. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Scottsbluff, Nebraska
2525 Circle Drive
Scottsbluff, Nebraska
Attention: _____

LESSEE: Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
180 Washington Valley Road

Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

24. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

25. INTENTIONALLY OMITTED.

26. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer.

27. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Premises; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

28. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting

Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, due against all fees due and owing to LESSOR until the full undisputed amount, is fully reimbursed to LESSEE.

29. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Premises, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Premises or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

30. INTENTIONALLY OMITTED.

31. INTENTIONALLY OMITTED.

32. SIGNATURE AUTHORITY. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent

from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

33. APPLICABLE LAWS. During the Term of the Agreement, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

34. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

35. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

City of Scottsbluff, Nebraska, a municipal corporation

ATTEST:

City Clerk

By: _____
Name: Randy Meininger
Its: Mayor
Date: _____

LESSEE:

**Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless**

WITNESS

By: _____
Name: Lynn Ramsey
Its: Area Vice President Network
Date: _____

Exhibit "A"

Legal Description of the Premises

(See Attached Site Sketch of Premises)

PROPERTY LEGAL DESCRIPTION PER WARRANTY DEED, RECORDED AS DOCUMENT NO. 2006-3563 IN THE SCOTTSBLUFF COUNTY REGISTER OF DEEDS OFFICE ON JUNE 6TH, 2006.

THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTTSBLUFF COUNTY, NEBRASKA, EXCEPTING THEREFROM THAT PARCEL DESCRIBED IN A RETURN OF APPRAISERS WHICH WAS FILED MAY 13, 1997 AND APPEARS OF RECORD IN BOOK 212 OF DEEDS AT PAGE 716 IN THE OFFICE OF THE REGISTER OF DEEDS OF SCOTTSBLUFF COUNTY NEBRASKA AND EXCEPTING FURTHER THE FOLLOWING DESCRIBED REAL ESTATE:

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTTSBLUFF COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 21, THENCE SOUTHERLY ON THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 21, ON AN ASSUMED BEARING OF 500° 04' 56"E, A DISTANCE OF 1417.52 FEET, TO THE POINT OF BEGINNING, THENCE CONTINUING SOUTHERLY ON THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 21, BEARING 500° 04' 56"E, A DISTANCE OF 205.71 FEET, THENCE BEARING 509° 55' 04"W, A DISTANCE OF 205.71 FEET, THENCE BEARING N00° 04' 56"W, A DISTANCE OF 177.46 FEET, THENCE BEARING N49° 26' 43"W, A DISTANCE OF 1052.06 FEET, TO THE POINT OF INTERSECTION WITH THE SOUTHEASTERLY LINE OF A STRIP OF LAND AS SHOWN ON SURVEY PLAT DATED AUGUST 4, 1998, BY DONALD BRUSH, L.S. 511, THENCE BEARING N40° 33' 17"E, ON SAID SOUTHEASTERLY LINE OF STRIP OF LAND, A DISTANCE OF 25.00 FEET, THENCE BEARING S49° 26' 43"E, A DISTANCE OF 1034.01 FEET, THENCE BEARING N09° 55' 04"E, A DISTANCE OF 206.73 FEET, TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 1.59 ACRES, MORE OR LESS.

PROPOSED 100' X 100' LAND SPACE DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER (NW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 21, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 3/4" REDAR MARKING THE NORTHWEST CORNER OF SAID SECTION 21, THENCE S02° 07' 48"W, 808.37 FEET ALONG THE WEST LINE OF SAID SECTION 21, THENCE S67° 31' 33"E, 37.76 FEET TO THE POINT OF BEGINNING, THENCE S67° 31' 33"E, 100.00 FEET, THENCE S02° 28' 27"E, 100.00 FEET, THENCE N87° 31' 33"W, 100.00 FEET, THENCE N02° 28' 27"E, 100.00 FEET TO THE POINT OF BEGINNING. SAID LAND SPACE CONTAINS 10,000 SQUARE FEET OR 0.2 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY AND ALL EASEMENTS OR AGREEMENTS, RECORDED OR UNRECORDED.

PROPOSED ACCESS RIGHT-OF-WAY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER (NW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 21, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 3/4" REDAR MARKING THE NORTHWEST CORNER OF SAID SECTION 21, THENCE S02° 07' 48"W, 925.37 FEET ALONG THE WEST LINE OF SAID SECTION 21, THENCE S67° 31' 33"E, 37.76 FEET, MORE OR LESS, TO THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD "19" AND THE POINT OF BEGINNING, THENCE CONTINUE S67° 31' 33"E, 120.82 FEET TO THE BEGINNING OF A 14.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST, ALONG SAID CURVE 21.89 FEET, THE CHORD OF WHICH BEARS N47° 28' 27"E, 19.80 FEET, THENCE N02° 28' 27"E, 102.00 FEET, THENCE S67° 31' 33"E, 18.00 FEET TO THE NORTHWEST CORNER OF THE PROPOSED LAND SPACE, THENCE S02° 28' 27"W, 100.00 FEET ALONG THE WEST LINE OF THE PROPOSED LAND SPACE, THENCE S67° 31' 33"E, 100.00 FEET ALONG THE SOUTH LINE OF THE PROPOSED LAND SPACE, THENCE S02° 28' 27"W, 30.00 FEET, THENCE N87° 31' 33"W, 249.76 FEET, MORE OR LESS, TO THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD "19", THENCE N02° 19' 16"E, 14.00 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD "19" TO THE POINT OF BEGINNING. SAID LAND SPACE CONTAINS 6,860 SQUARE FEET OR 0.16 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY AND ALL EASEMENTS OR AGREEMENTS, RECORDED OR UNRECORDED.

PROPOSED 8' WIDE UTILITY RIGHT-OF-WAY CENTERLINE DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER (NW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 21, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 3/4" REDAR MARKING THE NORTHWEST CORNER OF SAID SECTION 21, THENCE S02° 07' 48"W, 808.37 FEET ALONG THE WEST LINE OF SAID SECTION 21, THENCE S67° 31' 33"E, 37.36 FEET, MORE OR LESS, TO THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD "19" AND THE POINT OF BEGINNING, THENCE CONTINUE S67° 31' 33"E, 130.92 FEET, THENCE N02° 28' 27"W, 19.00 FEET TO THE POINT OF TERMINATION. SAID RIGHT-OF-WAY CONTAINS 149.92 LF, MORE OR LESS, AND IS SUBJECT TO ANY AND ALL EASEMENTS OR AGREEMENTS, RECORDED OR UNRECORDED.

Exhibit "B"

(Survey)

07/16/14

Prepared by and upon recording
Please return to:

Ginsberg Jacobs LLC
300 South Wacker Drive
Suite 2750
Chicago, Illinois 60606
Attn: Steven F. Ginsberg, Esq.
(Site Name: NE01 Haig)

MEMORANDUM OF LAND LEASE AGREEMENT

This Memorandum of Land Lease Agreement is made this ____ day of _____, 2014, between City of Scottsbluff, Nebraska, a municipal corporation, with its principal offices located at 2525 Circle Drive, Scottsbluff, Nebraska, hereinafter collectively designated LESSOR and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter referred to as "LESSEE". LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. LESSOR and LESSEE entered into a Land Lease Agreement (the "Agreement") on _____, 2014 for an initial term of five (5) years, commencing on the Commencement Date. The Land Lease Agreement shall automatically be extended for three (3) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.
2. LESSOR hereby leases to LESSEE real estate containing 10,000 square feet of land space ("Land Space") located at Highway 92 & County Road 19, Scottsbluff, Scottsbluff County, Nebraska (the entirety of LESSOR's real property is referred to hereinafter as the Property) and substantially described in Exhibit "A" attached hereto, together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a thirty foot (30') wide right-of-way extending from the nearest public right-of-way, County Road 19, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along the Rights of Way and an eight foot wide right of way ("Further Rights of Way") from the Land Space. The demised premises, right-of-way and further rights of way are hereinafter collectively referred to as the "Premises". The Premises are described in Exhibit A attached hereto and made a part hereof, and as shown on the plat of survey attached hereto and incorporated herein as Exhibit B.
3. The Commencement Date of the Agreement, of which this is a Memorandum, is _____.

4. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

[Signature Page To Follow]

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed on the date first written hereinabove.

LESSOR:

Scottsbluff County, Nebraska , a municipal corporation

ATTEST:

City Clerk

By: _____
Name: Randy Meininger
Its: Mayor
Date: _____

LESSEE:

**Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless**

By: _____
Name: Lynn Ramsey
Its: Area Vice President Network
Date: _____

[Acknowledgments Follow On Next Page]

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LESSOR ACKNOWLEDGEMENT

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On this ____ day of _____, 2014, before me, _____, the undersigned Notary Public, duly commissions and sworn, personally appeared Randy Meininger, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Mayor of the County of Scottsbluff, Nebraska, the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official Notarial Seal, this ____ day of _____, 2014.

Notary Public

My Commission Expires:

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

LESSEE ACKNOWLEDGEMENT

On this ____ day of _____, 2014, before me, _____, the undersigned Notary Public, duly commissions and sworn, personally appeared Lynn Ramsey, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Area Vice President Network of Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official Notarial Seal, this ____ day of _____, 2014.

Notary Public

My Commission Expires:

EXHIBIT A

[WRITTEN METES AND BOUNDS OF THE PREMISES AND INGRESS/EGRESS AND UTILITY EASEMENT]

PROPOSED 100' X 100' LAND SPACE DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER (NW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 21, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 3/4" REBAR MARKING THE NORTHWEST CORNER OF SAID SECTION 21; THENCE S02° 07' 48"W, 809.37 FEET ALONG THE WEST LINE OF SAID SECTION 21; THENCE S87° 31' 33"E, 187.78 FEET TO THE POINT OF BEGINNING; THENCE S87° 31' 33"E, 100.00 FEET; THENCE S02° 28' 27"E, 100.00 FEET; THENCE N87° 31' 33"W, 100.00 FEET; THENCE N02° 28' 27"E, 100.00 FEET TO THE POINT OF BEGINNING. SAID LAND SPACE CONTAINS 10,000 SQUARE FEET OR 0.2 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY AND ALL EASEMENTS OR AGREEMENTS, RECORDED OR UNRECORDED.

PROPOSED ACCESS RIGHT-OF-WAY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER (NW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 21, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 3/4" REBAR MARKING THE NORTHWEST CORNER OF SAID SECTION 21; THENCE S02° 07' 48"W, 925.37 FEET ALONG THE WEST LINE OF SAID SECTION 21; THENCE S87° 31' 33"E, 37.26 FEET, MORE OR LESS, TO THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD "19" AND THE POINT OF BEGINNING; THENCE CONTINUE S87° 31' 33"E, 120.82 FEET TO THE BEGINNING OF A 14.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST, ALONG SAID CURVE 21.99 FEET, THE CHORD OF WHICH BEARS N47° 28' 27"E, 19.80 FEET; THENCE N02° 28' 27"E, 102.00 FEET, THENCE S87° 31' 33"E, 15.00 FEET TO THE NORTHWEST CORNER OF THE PROPOSED LAND SPACE; THENCE S02° 28' 27"W, 100.00 FEET ALONG THE WEST LINE OF THE PROPOSED LAND SPACE; THENCE S87° 31' 33"E, 100.00 FEET ALONG THE SOUTH LINE OF THE PROPOSED LAND SPACE; THENCE S02° 28' 27"W, 30.00 FEET; THENCE N87° 31' 33"W, 249.78 FEET, MORE OR LESS, TO THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD "19"; THENCE N02° 19' 18"E, 14.00 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD "19" TO THE POINT OF BEGINNING. SAID LAND SPACE CONTAINS 6,880 SQUARE FEET OR 0.16 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY AND ALL EASEMENTS OR AGREEMENTS, RECORDED OR UNRECORDED.

PROPOSED 8' WIDE UTILITY RIGHT-OF-WAY CENTERLINE DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER (NW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 21, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 3/4" REBAR MARKING THE NORTHWEST CORNER OF SAID SECTION 21; THENCE S02° 07' 48"W, 809.37 FEET ALONG THE WEST LINE OF SAID SECTION 21; THENCE S87° 31' 33"E, 37.35 FEET, MORE OR LESS, TO THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD "19" AND THE POINT OF BEGINNING; THENCE CONTINUE S87° 31' 33"E, 130.92 FEET; THENCE N02° 28' 27"W, 19.00 FEET TO THE POINT OF TERMINATION. SAID RIGHT-OF-WAY CONTAINS 149.92 LF, MORE OR LESS, AND IS SUBJECT TO ANY AND ALL EASEMENTS OR AGREEMENTS, RECORDED OR UNRECORDED.

EXHIBIT B

**[BOUNDARY SURVEY OF THE PREMISES
AND INGRESS/EGRESS AND UTILITY EASEMENT]**

City of Scottsbluff, Nebraska

Monday, July 21, 2014

Regular Meeting

Item Reports2

Council to receive an update on the progress of the Economic Development plan.

Staff Contact: Rick Kuckahn, City Manager

City of Scottsbluff, Nebraska

Monday, July 21, 2014

Regular Meeting

Item Reports3

Council to receive an update on the Avenue I construction progress.

Staff Contact: Rick Kuckahn, City Manager

City of Scottsbluff, Nebraska

Monday, July 21, 2014

Regular Meeting

Item Reports4

Council discussion, instructions and possible action concerning the reauthorization of the sales tax and LB840 portion of the tax.

Minutes: The authority to collect the 1.5% city sales tax will terminate October 1, 2015 unless the tax is extended by a vote of the electorate prior to that date. Currently 1/2 % is used for property tax reduction and 1/4% is allocated to the Economic Development Program (LB840).

Staff Contact: Rick Kuckkahn, City Manager

City of Scottsbluff, Nebraska

Monday, July 21, 2014

Regular Meeting

Item Reports5

Council discussion, instructions and possible action regarding placing a question or referendum on the November general election ballot concerning a bond issue for an overpass or underpass rail crossing at 5th Ave.

Staff Contact: Rick Kuckkahn, City Manager

City of Scottsbluff, Nebraska

Monday, July 21, 2014

Regular Meeting

Item Resolut.1

Council to consider a Resolution supporting the Ports-to-Plains Alliance urging Congress to fix the Federal Highway Trust Fund.

Staff Contact: Rick Kuckkahn, City Manager

A RESOLUTION ENCOURAGING CONGRESS TO ADDRESS THE SHORTFALLS IN FEDERAL HIGHWAY TRUST FUND AND THE COMPLETE A LONG-TERM TRANSPORTATION REAUTHORIZATION BILL PRIOR TO ITS EXPIRATION ON SEPTEMBER 30, 2014.

WHEREAS, transportation is a critical factor in our economy. This is true locally, statewide and nationally. The United States has been nearing a crossroads in surface transportation for many years but this year the crossroads could result in a roadblock; and

WHEREAS, the Ports-to-Plains Alliance has provided Ports-to-Plains' Congressional delegation with its Federal Priorities of the Ports-to-Plains Alliance for MAP-21 Implementation and Reauthorization and these Federal Priorities describe a short term and a longer term funding issue; and

WHEREAS, the Ports-to-Plains Alliance and the City of Scottsbluff supports a user fee increase and indexing required to meet current funding levels and to expand transportation funding lost due to inflation in the past twenty years since the user fees were last changed; and

WHEREAS, the Ports-to-Plains Alliance and the City of Scottsbluff supports a five or six year reauthorization bill, which is consistent with previous surface transportation bills and necessary for proper long-term planning. Operating under a series of short-term extensions is problematic and difficult on federal and state transportation agencies; and

WHEREAS, the City of Scottsbluff wishes to see two priorities to ensure projects like the Ports-to-Plains Corridor, North America's Energy Corridor, and other critical transportation projects can continue.

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

Section 1. We urge you, as the Member of Congress representing SCOTTSBLUFF, NEBRASKA to work to ensure that Congress :

1. Passes a short-term fix immediately so that the Trust Fund does not run out of money in August, 2014; and
2. Passes a long-term fix by September 31, 2014, or as soon thereafter as possible, that accomplishes the following:
 - a. Reauthorizes Federal transportation programs (MAP-21) for five or six years in accordance Ports-to-Plains Alliance priorities; and
 - b. Provides the user-fee-based, sustainable revenues for the Highway Trust Fund necessary to support the higher levels of investment needed to modernize the America's national transportation network, including rural freight corridors important to energy development and agricultural production like the Ports-to-Plains Corridor and Heartland Expressway.

Section 2. This resolution to be in full force and effect from and after its passage and approval.

ADOPTED AND APPROVED this _____ day of _____, 2014.

Attest: _____
City Clerk

Mayor

City of Scottsbluff, Nebraska

Monday, July 21, 2014

Regular Meeting

Item Resolut.2

Council to remove from the table, the Ordinance adopting the 2014 National Electrical Code.

Staff Contact: Rick Kuckkahn, City Manager

City of Scottsbluff, Nebraska

Monday, July 21, 2014

Regular Meeting

Item Resolut.3

Council to consider the Ordinance adopting the 2014 National Electrical Code.

Staff Contact: Rick Kuckkahn, City Manager

ORDINANCE NO. _____

AN ORDINANCE DEALING WITH ELECTRICITY, AMENDING THE SCOTTSBLUFF MUNICIPAL CODE SECTION 4-2-33, ADOPTING THE 2014 NATIONAL ELECTRICAL CODE, SUBJECT TO CERTAIN STIPULATED MODIFICATIONS, AND REPEALING FORMER SECTIONS, AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Section 4-2-33 of the Scottsbluff Municipal Code is amended to provide as follows:

“4-2-33. National Electrical Code; adopted.

The 2014 Edition of NFPA 70, National Electrical Code, as published by the National Fire Protection Association, is adopted for the purpose of establishing rules and regulations for the construction, alteration, maintenance and removal of all equipment within or on all buildings, private or public, within the area of City jurisdiction. Reference to “the National Electrical Code” or “the electrical code” throughout the Municipal Code shall mean this code. Except for those portions specifically excluded or modified by this or other sections of the Municipal Code, the National Electrical Code is adopted in this section by reference. The construction, alteration, maintenance and removal of all electrical equipment shall comply with the National Electrical Code and with additional requirements as are prescribed in this Article. One (1) copy of the National Electrical Code shall be on file in the City Clerk’s office.”

Section 2. Section 4-2-33 of the Scottsbluff Municipal Code is hereby amended, provided this Ordinance shall not be construed to effect any causes of action, civil or criminal, existing or actions pending, at the time 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 _____, 2014.

Mayor

ATTEST:

City Clerk (Seal)

Approved as to form:

Deputy City Attorney

City of Scottsbluff, Nebraska

Monday, July 21, 2014

Regular Meeting

Item Resolut.4

**Council to consider the Ordinance to Vacate Lots One and Two,
Block 1, Idlewylde Addition of Scottsbluff (third reading).**

Staff Contact: Rick Kuckkahn, City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA, VACATING LOTS 1 AND 2, BLOCK 1, IDLEWYLDE ADDITION TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA, EXCEPT THAT PART OF LOT 1, DEEDED TO THE STATE OF NEBRASKA DEPARTMENT OF ROADS IN DEED BOOK 208, PAGE 132, ALL IN THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA.

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

Section 1. Timothy G. Reganis and Virginia S. Reganis, as the owners of the property involved, and have requested that the City of Scottsbluff vacate the following property to allow for a replat:

Lots 1 and 2, Block 1, IDLEWYLDE ADDITION to the City of Scottsbluff, Scotts Bluff County, Nebraska, EXCEPT that part of Lot 1, deeded to the State of Nebraska Department of Roads in Deed Book 208, Page 132, all in the City of Scottsbluff, Scotts Bluff County, Nebraska.

Section 2. The City Council finds that the requesting party is the owner and that it is in the best interest of the City that the property be vacated as requested.

Section 3. Lots 1 and 2, Block 1, IDLEWYLDE ADDITION to the City of Scottsbluff, Scotts Bluff County, Nebraska, EXCEPT that part of Lot 1, deeded to the State of Nebraska Department of Roads in Deed Book 208, Page 132, are hereby vacated to allow for a replat of the property.

Section 4. This Ordinance shall become effective upon its passage, approval and publication as provided by law.

Passed and Approved on _____, 2014.

Mayor

Attest:

City Clerk (Seal)

Approved as to Form:

Deputy City Attorney

City of Scottsbluff, Nebraska

Monday, July 21, 2014

Regular Meeting

Item Exec1

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

Staff Contact: City Council