

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

Regular Meeting
April 20, 2015
6:00 PM

1. Roll Call
2. Pledge of Allegiance.
3. **For public information, a copy of the Nebraska Open Meetings Act is available for review.**
4. Notice of changes in the agenda by the city clerk (Additions may not be made to this agenda less than 24 hours before the beginning of the meeting unless added under Item 5 of this agenda.)
5. Citizens with business not scheduled on the agenda (As required by state law, no matter may be considered under this item unless council determines that the matter requires emergency action.)
6. Consent Calendar:
 - a) Approve the minutes of the April 6, 2015 Regular Meeting.
 - b) Approve the RFP for audit services and authorize the city clerk to advertise for bids to be received by June 5, 2015, 4:00 p.m.
 - c) Approve the Bid Specifications for Paving District 312 and authorize the city clerk to advertise for bids to be received by May 12, 2015, 2:00 p.m.
 - d) Council to acknowledge receipt of the property damage claim from Esther DeOllos for up to \$491.02 for carpet damage due to a leaky water meter, and forward to the city's insurance carrier.
7. Claims:
 - a) Regular claims
8. Financial Report:
 - a) Council to review the March, 2015 Financial Report.
9. Public Hearings:
 - a) Council to conduct a public hearing as set for this date at 6:05 p.m. to consider and take action concerning the report of the Economic Development Program Citizen's Advisory Committee.
 - b) Council to conduct a public hearing as set for this date at 6:05 p.m. to consider the zone change request for Lots 1 and 2, Block 1, City Central Subdivision, from M-1 Light Manufacturing to C-3 Heavy Commercial and approve the Ordinance.

- c) Council to consider a Final Plat for Lots 1 and 2, Block 2, City Central Subdivision, a replat of Block 3, Farmland Industries Subdivision and tax lots 17 and 45, and part of tax lots 18 & 44, City of Scottsbluff, Scotts Bluff Co., NE and approve the Resolution.
 - d) Council to conduct a public hearing set for this date at 6:05 p.m. to consider the rezone of part of Lots 1 & 2, Block 9 Five Oaks Subd., and unplatted lands, from A- Agricultural to C-2 Neighborhood & Retail Commercial, parcels are South of 42nd & East of Highway 71; and approve Ordinance.
 - e) Council to conduct a public hearing and consider an Ordinance annexing approximately 32.67± acres of the Five Oaks Subdivision, situated south of 42nd Street and East of Avenue I to the current city limits line into the Corporate Limits of the City of Scottsbluff, and approve the Ordinance.
10. Petitions, Communications, Public Input:
- a) Council to receive presentation from Scott Keene, Ameritas, on draft bond ordinances for road projects and possible bond refunding and authorize proceeding with preparation for bond issuance for the road projects and bond refundings.
 - b) Council to consider a contract with the Scottsbluff Public School District regarding the indoor and outdoor Splash pools, and authorize the Mayor to execute the contract.
11. Subdivisions & Public Improvements:
- a) Council to consider a final plat and Certificate of Filing for Ag Estate Dwelling Plat for a tract situated in the NE1/4 of Section 19, Scotts Bluff Co., NE and authorize Mayor to sign the Certificate.
 - b) Council to consider an Ordinance to vacate with vacation plat of Lot 4, Block 2, Riverview Estates, and a portion of Mallard Road, situated in the NE ¼ of Section 17, Scotts Bluff Co., NE.
 - c) Council to consider a final plat of Lots 3A & 9A, amended River Run Estates Subd. a replat of Lots 3 & 4, Block 1, River Run Estates Subd. and Lot 9, Block 1, River Run Estates and Lot 10 amended River Run Estates and unplatted lands and approve the Resolution.
 - d) Council to consider Redevelopment Plan for the Monument Mall Rehabilitation Including Request for Tax Increment Financing and Designation as an Enhanced Employment Area and Imposition of a One Half Percent Occupation Tax on Sales.
12. Resolution & Ordinances:
- a) Council to consider amending the Scottsbluff Municipal Code to allow occupation taxes for agreed upon enhanced employment areas and approve the Ordinance.
 - b) Council to consider an Ordinance providing for the levy of a Retail Business Occupation Tax.
 - c) Council to consider an Ordinance dealing with plumbers, licensing and regulations, clarifying that examinations must be given upon application for a plumbing license (second reading).

13. Reports from Staff, Boards & Commissions:
 - a) Council to consider an interlocal agreement between the City and Scotts Bluff County regarding the overlay project on 21st Ave. from 27th Street to Lake Minatare Rd. and authorize the Mayor to execute the agreement.
 - b) Council to authorize the Mayor to sign the Civic & Community Center Financing Fund grant pre-application to the Department of Economic Development for the Downtown Plaza project.
 - c) Council to conduct the City Manager's annual performance review.
14. Executive Session
 - a) Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda.
15. 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
16. Council reports (informational only):
17. Scottsbluff Youth Council Representative report (informational only):
18. Adjournment.

City of Scottsbluff, Nebraska

Monday, April 20, 2015

Regular Meeting

Item Consent1

Approve the minutes of the April 6, 2015 Regular Meeting.

Staff Contact: Cindy Dickinson, City Clerk

The Scottsbluff City Council met in a regular meeting on Monday, April 6, 2015 at 6:00 p.m. in the Council Chambers of City Hall, 2525 Circle Drive, Scottsbluff. A notice of the meeting had been published on April 3, 2015, in the Star Herald, a newspaper published and of general circulation in the city. The notice stated the date, hour and place of the meeting, that the meeting would be open to the public. That anyone with a disability desiring reasonable accommodations to attend the council meeting should contact the city clerk's office, and that an agenda of the meeting kept continuously current was available for public inspection at the office of the city clerk in City Hall; provided, the city council could modify the agenda at the meeting if it determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been delivered to each council member, made available to radio stations KNEB, KMOR, KOAQ, and television stations KSTF and KDUH, and the Star Herald. The notice was also available on the City's website on April 3, 2015. An agenda kept continuously current was available for public inspection at the office of the city clerk at all times from publication of the notice to the time of the meeting.

Mayor Randy Meininger presided and City Clerk Dickinson recorded the proceedings. Boy Scout Jason Moranville led the Pledge of Allegiance. 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, Jordan Colwell, Randy Meininger, Liz Hilyard and Scott Shaver. Absent: None.

Mayor Meininger asked if there were any changes to the agenda. City Clerk Dickinson explained a clarification in the wording of Item 8c. "Council to conduct a public hearing at 6:05 p.m. to consider an Ordinance amending Chapter 25, Article 6-1.6 dealing with signs, to relocate a chart and remove repetitive sections of chapter 25-6-6." Mayor Meininger asked to move the order of some items on the agenda. Moved by Mayor Meininger, seconded by Council Member Shaver, "to make the following changes to the agenda, move 12C - Council to receive an update of the Comprehensive Plan, and 12H - Council to conduct the City Manager's annual performance review, to the April 20, 2015 Regular Meeting; and move item 12A -Council to consider a contract with the Scottsbluff Public School District regarding the indoor and outdoor Splash pools, authorize the continuation of funding, and authorize the Mayor to execute the contract, to 9C," "YEAS", Gonzales, Colwell, Meininger, Hilyard and Shaver. "NAYS" None. Absent: None.

Mayor Meininger asked if any citizens with business not scheduled on the agenda wished to include an item providing the City Council determines the item requires emergency action. There were none. Moved by Council Member Gonzales, seconded by Mayor Meininger that,

1. "The minutes of the March 16, 2015 Regular Meeting be approved,"
2. "The minutes of the March 30, 2015 Special Meeting be approved,"
3. "The absence of Council Member Hilyard from the March 16, 2015 Regular Meeting be approved,"
4. "The liability claim be acknowledged from Regional West Medical Center in the amount of \$26,179.55 for medical expenses incurred by Alejandro Paramo and forwarded to the City's insurance carrier,"
5. "The bid specifications be approved for the Sanitary Sewer and Siphon by Scottsbluff Drain, 27th Street and authorize the City Clerk to advertise for bids to be received by April 30, 2015 at 2:00 p.m.,"

6. "The bid specifications be approved for the Seal Coat Project and authorize the City Clerk to advertise for bids to be received by April 30, 2015 at 2:00 p.m.,"
7. "A public hearing be set for April 20, 2015 at 6:05 p.m. to consider the report of the Economic Development Program Citizen's Advisory Committee,"
8. "A public hearing be set for April 20, 2015 at 6:05 p.m. to consider the rezone of Lots 1 and 2, Block 1, City Central Subdivision a replat of Block 3, Farmland Industries Subdivision and Tax Lots 17 & 45 and part of Tax Lots 18 & 44, City of Scottsbluff, from M-1 Light Manufacturing to C-3 Heavy Commercial, this parcel is located North of 8th Street between Broadway and Ave. B,"
9. "A public hearing be set for April 20, 2015 at 6:05 p.m. to consider the rezone of part of Lots 1 & 2, Block 9 Five Oaks Subdivision, and unplatted lands, City of Scottsbluff, from A- Agricultural to C-2 Neighborhood & Retail Commercial, these parcels are situated south of 42nd & East of Highway 71 (Ave. I),"
10. "A public hearing be set for April 20, 2015 at 6:05 p.m. to consider the Annexation of Five Oaks Subdivision of approximately 32.67 ± acres situated in the NW corner of Section 14, T22N, R55W 6th P.M. Scotts Bluff County. These lands are located south of 42nd Street, north of Scottsbluff Drain, and east to where it meets current City limits," "YEAS", Gonzales, Colwell, Meininger, and Hilyard "NAYS" Shaver. Absent: None.

Moved by Council Member Shaver, seconded by Council Member Hilyard, "that the following claims be and hereby are approved and should be paid as provided by law out of the respective funds designated in the list of claims dated April 6, 2015, as on file with the City Clerk and submitted to the City Council," "YEAS", Gonzales, Colwell, Meininger, Hilyard and Shaver, "NAYS" None. Absent: None.

CLAIMS

3M CENTER-TRAFFIC CONTROL,SUPP - PAVE. MARKING TAPE,10570.2; ACCURACY INC,FIREARMS SUPPL,2152; ACTION COMMUNICATIONS INC.,SUPPLIES,55; ADVERTISING SPECIALTIES LLC,36 PE SHORTS,631.8; AIRGAS USA, LLC,DEPT SUPPLIES,7.25; ALAMAR CORP,CIP-PO SUPPLIES,4072.15; AMAZON.COM HEADQUARTERS,BKS/DVDS,601.46; AMERICAN NATIONAL RED CROSS & ITS CONSTIUEENT CHAPTERS & BRANCHES,DEP SUP,927.27; ANDREA FOLCK,DEPT BSNSS TRVL,41.29; ANTHONY HARRIS,GASOLINE,50; AUTOZONE STORES, INC,VEHICLE PART,6.63; BACON & VINTON, LLC,CONTRACT,326.49; BAKER & ASSOCIATES INC,CONTRACTUAL SVC,1603.53; BFT, LP,CIP-PO#2,156.29; BLUFFS SANITARY SUPPLY INC.,JAN SUP,352.8; BOHL, MARK,BUS TRAVEL,159; CAMP FAMILY ENTERPRISES,LLC,RECOGNITION DINNER,1392.3; CARR TRUMBULL LBR INC.,DEPT SUP,21.39; CELLCO PARTNERSHIP,PHONE,737.27; CITIBANK N.A.,DEPT SUPPLIES,160.34; CITY OF GERING,ECON DEV,70.55; CITY OF SCB,PETTY CASH-ADM,162.05; CLARK PRINTING LLC,DEPT SUPPL,1092.8; COLONIAL LIFE & ACCIDENT INSURANCE COMPANY,LIFE & DIS INS,48.7; CONTRACTORS MATERIALS INC.,SUPP,722.93; CREDIT MANAGEMENT SERVICES INC.,WAGE ATTACH,413.3; CULLIGAN OF SCOTTSBLUFF,DEPT SUPPLIES,133.1; CYNTHIA GREEN,DEPT SUPPL,299; DALE'S TIRE & RETREADING, INC.,VEHICLE MTNC,556.53; DAVID M GLENN JR.,EOD TRAINING MEALS - GLENN,57; DOUG MADER,REIMB,30; DUANE E. WOHLERS,DISPOSAL FEES,2400; ELLIOTT EQUIPMENT COMPANY INC.,VEHICLE MTNC,643.22; ELXSI,CONTRACTUAL SVC,1800; ENVIRONMENTAL RESOURCE ASSOCIATES,CONTRACTUAL SVC,957.55; ETS DEVELOPMENT GROUP, LLC,CONTRACTUAL,4550; FASTENAL COMPANY,VEHICLE MTNC,241.6; FEDERAL EXPRESS CORPORATION,SHIPPING,123.16; FLOYD'S TRUCK

CENTER, INC,PARTS FOR D. TRUCK,1851.94; FREMONT MOTOR SCOTTSBLUFF, LLC,VEH MTC,22.02; FYR-TEK INC,RELIEF VALVE PUMP,3229.55; GARTON, LYNN,SCHOOLS/CONF,138; GENERAL ELECTRIC CAPITAL CORPORATION,DEPT SUP, 960.78; GENERAL TRAFFIC CONTROLS, INC,REPAIR UNITRAK CARD FOR 5TH & 20TH TRAFFIC SIGNAL,192.24; H D SUPPLY WATERWORKS LTD,DEPT SUP,13565.07; HEILBRUN'S INC.,GEAR OIL FOR D. TRUCK,1406.71; HENWIL CORPORATION,CHEMICALS,5198; HOLIDAY INN EXPRESS LINCOLN AIRPORT,SCHOOLS & CONF,83; HOME TEAM REALTY, INC,SERVICES,2500; ICMA RETIREMENT TRUST-457,DEF COMP,1325.14; IDEAL LAUNDRY AND CLEANERS, INC.,SUPP,1068.07; INDEPENDENT PLUMBING AND HEATING, INC,GRD MTC,836.51; INFO USA MARKETING,DEPT SUPP,710; INGRAM LIBRARY SERVICES INC, BKS,1685.83; INLAND TRUCK PARTS & SERVICE,VEH MAINT,3129.95; INTERNAL REVENUE SERVICE,W/H TAX,59291.91; INTERNATIONAL PUBLIC MANAGEMENT ASSOCIATION-HR, POL.OFFICER EXAMS,180.5; INVENTIVE WIRELESS OF NE, LLC,DEP SUP,62.95; JAMES COMBS, SCHOOLS & CONF,60; JAY C HAGERMAN,CONTRACTUAL SVC,175; JIRDON AGRI CHEM.INC.,GRD MTC,939.35; JOHN DEERE FINANCIAL,EQP MTC,2495.38; JOHN DEERE FINANCIAL, VEH MTC,156.25; JOHN DEERE FINANCIAL,DEP SUP,89.98; JOHN DEERE FINANCIAL, GRD MTC,71.62; JOHN DEERE FINANCIAL,EQP MTC,63.59; JOHN DEERE FINANCIAL, GRD MTC,53.96; JOHN DEERE FINANCIAL,EQP MTC,50.16; JOHN DEERE FINANCIAL, JAN SRV,165.22; JOHN DEERE FINANCIAL,EQP MTC,17.65; JOHN DEERE FINANCIAL, DEP SUP,31.98; JOHN DEERE FINANCIAL,SUPP,26.3; JOHN DEERE FINANCIAL,VEH MTC,7.97; JUAN PEREZ,CONTRACTUAL SERVICES,57.5; KAWASAKI KORNER,EQP MTC,579.1; KEMBEL SAND & GRAVEL COMPANY,DEP SUP,108.05; KEVIN, PEGGY SEGELKE,DEPT SUPPLIES,1119.25; KOIS BROTHERS EQUIPMENT CO INC,DEPT SUPPLIES,2695; KRIZ-DAVIS COMPANY,EQUIP MAINT,211.71; LANDAUER, INC,EQUIP MAINT,70.95; LAW ENFORCEMENT TARGETS,FIREARMS RANGE SUPPL,588.4; LCR INC,SUPPLIES POLICE OFFICER TESTING,28.55; LEAGUE ASSOCIATION OF RISK MANAGEMENT, LIABILITY DEDUCTIBLE,3045.33; LEAGUE OF NEBRASKA MUNICIPALITIES, CONFERENCE,11.5; M.C. SCHAFF & ASSOCIATES, INC,COMPOST FACILITY BLDG & SCALE,2425.5; MAILFINANCE INC,EQUIP LEASE,106.76; MATTHEW BRODERICK,SCHOOLS & CONF,57; MENARDS, INC,VEH MTC,629.85; MIDLANDS NEWSPAPERS, INC,1 YEAR SUBSCRIPTION,165.06; MIDWEST CONNECT, LLC,DEPT SUPP,91.95; MONUMENT CAR WASH INC,VEH MAINT,119.95; MUNICIPAL PIPE SERVICES, INC.,DEPT SUP,5948.47; MUNICIPAL SUPPLY INC. OF NEBRASKA,DEPT SUP,3902.48; NAEM, SCHOOLS & CONF,135; NE CHILD SUPPORT PAYMENT CENTER,NE CHILD SUPPORT PYBLE,2169.56; NE COLORADO CELLULAR, INC,CONTRACTUAL SVC,36.2; NE DEPT OF REVENUE,SALES TAX,20829.8; NE LIBRARY ASSOC,MEM RNWLS,195; NEBRASKA FIRE CHIEFS' ASSOCIATION,NFPA CODE SUBSCRIPTION,450; NEBRASKA HAZARDOUS MATERIALS ASSOC,NE HAZ MAT ASSC. DUES,150; NEBRASKA PUBLIC POWER DISTRICT, ELECTRIC,20299.99; NELSON ELECTRIC MOTOR SERVICE, INC,EQUIPMENT,17798.96; NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF,GRD MTC,385.02; NWEA,SCHOOLS & CONF,100; OCLC ONLINE COMPUTER LIBRARY CENTER, INC,CONT. SVCS,300.85; ONE CALL CONCEPTS, INC,CONTRACT,148.35; OREGON TRAIL PLUMBING, HEATING & COOLING INC,CONTRACTUAL SVC,140; PANHANDLE ENVIRONMENTAL SERVICES INC,SAMPLES,216; PANHANDLE HUMANE SOCIETY,CONTRACT,4964.31; PAUL REED,GRD MTC,162.69; PAUL REED CONSTRUCTION & SUPPLY, INC,STRM WTR SUP,348.6; PELCO CORP,DEPT SUPP,54.9; PLATTE VALLEY BANK,CONTINGENCY,420339.18; POSTMASTER, POSTAGE,994.98; PRO OVERHEAD DOOR,DEPT SUPPLIES,309.25; REGION I OFFICE OF

HUMAN DEVELOPMENT, CONTRACTUAL SERVICES,825; REGIONAL CARE INC,HEALTH INS.PREMIUM,90027.59; RIGHT BRAIN UNLIMITED,DEP SUP,586.84; RIVERSIDE ZOOLOGICAL FOUNDATION, CONTRACT,87500; ROOSEVELT PUBLIC POWER DISTRICT, ELECTRIC,1897.07; RYAN R KUMM,EQP MTC,150; S M E C,EMP DEDCTNS,238; SANDBERG IMPLEMENT, INC,EQP MTC,32.98; SCB COUNTY,DEPT CNTRCL SRVCS,78; SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,225; SCOTT SHAVER,CONFERENCE EXPENSES,246.18; SCOTTS BLUFF COUNTY COURT,LEGAL FEES,119; SCOTTSBLUFF POLICE OFFICERS ASSOCIATION, POLICE EE DUES,624; SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC,GUARDS CLOTHING,827; SHERIFF'S OFFICE,LEGAL FEES,260.28; SHERWIN WILLIAMS,STR. REP. SUPP - PAINT,23251.5; SIMON CONTRACTORS,CONCRETE FOR PARKING LOT,10498.94; SLAFTER OIL CO INC.,EQUIP MAINT,117; SNELL SERVICES INC.,ELC MTC,5257.54; SOURCE GAS,MONTHLY ENERGY FUEL,4253.11; STATE HEALTH LAB,SAMPLES,2618; STATE OF NE.,CONTRACTUAL,630; STATE OF NEBR,MONTHLY LONG DISTANCE,137.82; TEACHERS' CORNER,DEP SUP,45.56; TERRY D SCOTT,VEH MTC,300.32; THE PEAVEY CORP,INVEST SUPPL,582.45; THOMPSON PUBLISHING GROUP INC, SUBSCRIPTION,536.99; TODD, JAMES, SCHOOLS & CONF,57; TOMMY'S JOHNNYS INC,CON SRV,1305; TOTAL FUNDS BY HASLER, PSTGE,500; TOYOTA MOTOR CREDIT CORPORATION, HIDTA CAR LEASE,383.99; TRANS IOWA EQUIPMENT LLC,BROOMS FOR SWEEPERS,1263.87; TYLER TECHNOLOGIES, INC, ONLINE MAINTENANCE FEE,348; US BANK,3 STAFF MEMBERS NREMT CARDS- HUBBS CARD,234.55; VAN PELT FENCING CO, INC,CIP-PO#2,15974.5; VERIZON WIRELESS-LERT B,CONSULTING,150; WELLS FARGO BANK, N.A.,RETIREMENT,28935.87; WESTERN COOPERATIVE COMPANY,DEPT SUPPLIES,375.55; WESTERN TRAVEL TERMINAL, LLC,VEH MAINT,54; WHOLESALE MOTIVE SERVICE INC.,DEPT SUPP,18.87; WIN INVESTMENTS INC,SCHOOLS & CONF, 308.28; WORLD BOOK INC,BKS,1049; WYOMING FIRST AID & SAFETY SUPPLY, LLC,FIRST AID KIT SUPP,80.91; YELLMAN, ABBIGAIL,REIMB,52.43; YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE,FITNESS PROGRAM FOR VOLUNTEERS,99; ZM LUMBER INC,GRD MTC,74.78; UTILITY REFUNDS: CECELIA HERNANDEZ .74; ELIZABETH BARRAZA 1.65; CURRY RELOCATION 41.27; DON LITTLE 4.47; T & S RENTALS 3.76.

Moved by Mayor Meininger seconded by Council Member Hilyard, "to approve payment of claim by warrant for Paving District #311, Five Oaks Street Improvements and approve Resolution No. 15-04-01," Gonzales, Colwell, Meininger, Hilyard and Shaver, "NAYS" None. Absent: None.

RESOLUTION NO. 15-04-01

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

That the claim of Baker & Associates, Inc. in the amount of \$5,999.00, being the first pay estimate for Paving District #311, is approved and the City Clerk is authorized to issue a warrant for the payment of such claim.

Passed and approved this 6th day of April, 2015.

Mayor

ATTEST:

City Clerk

“seal”

Moved by Mayor Meininger, seconded by Council Member Shaver, “to approve payment of claim by warrants for Water Extension District 105, Reganis 12th Avenue and approve Resolution No. 15-04-02, “Gonzales, Colwell, Meininger, Hilyard and Shaver, “NAYS” None. Absent: None.

RESOLUTION NO. 15-04-02

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

That the claim of M.C. Schaff & Associates, Inc. in the amount of \$12,691.30, being the first pay estimate for Water District #105, is approved and the City Clerk is authorized to issue a warrant for the payment of such claim.

Passed and approved this 6th day of April, 2015.

Mayor

ATTEST:

City Clerk

“seal”

Mayor Meininger opened the public hearing at 6:05 p.m. regarding the purchase of real estate property located at 15 East 18th Street, Scottsbluff, Nebraska. Assistant City Manager Nathan Johnson explained that the city has agreed to purchase the property for \$147,000.00. He explained that the appraisal value was \$137, 500.00. City Planner Annie Folck explained that the purchase of this property will allow the development of a downtown gathering space to be used for a variety of activities. The downtown center will be located between 1st Ave. to Broadway on 18th Street, which is the heart of downtown. The two properties needed for this development were on the market at the same time, making this a great opportunity to move forward on developing a gathering place to provide public restrooms, indoor and outdoor playgrounds and special features.

The following citizens addressed the Council regarding the purchase of the property for the purpose of developing a City Center:

- Angela Kimble, Member of the Business Improvement District and owner of Cappuccino and Company – supportive of the project as long as the alleyway is still accessible.
- Rae Anne Schmitz, attorney, Legal Aid – questioned source of funding. City Manager Kuckkahn explained that the funds for this project will come from the Debt Service Fund, which is basically a loan the city has to pay for the project. He further explained that the fund used to support such amenities as the library, swimming pools, parks, police and fire is the General Fund which is supported by the NPPD rent and the sales tax. There is limited revenue which must be balanced by law.
- Jerry Lewis – concerned about preserving the historic beauty of the building. Ms. Folck explained that the front of the building would remain if possible.
- Jennifer Galindo – concerned about the on-going maintenance of the project and what fund would be used. Mr. Kuckkahn explained that the general fund would be used for ongoing maintenance.
- Bruce Rolls, owner of Western Trail Sports – concerned about the rising cost of maintenance and how vandalism of the project will be controlled. Also concerned about the loss of over 50 parking spaces for this project. Mr. Rolls said he was not totally opposed to the project, but feels the city needs to consider these issues first.
- Tammy Reichert, owner Reichert Jewelers, 1809 and 1811 Broadway – very supportive of the project and potential of bringing more people to our downtown. She also feels the maintenance of the City Center will need to be monitored and will require a good promotion program.
- Billy Estes, Midwest Theater Executive Director – supportive of the plan to connect the downtown arts with a pathway from the West Nebraska Art Center to the Midwest Theater. The Theater draws large crowds and parking has not been an issue so far.
- Kat Tyler, Farmers Market Director – very supportive of the project and addition of public restrooms.
- Jana Richard, Aulick's TLC Winter Farmers Market – positive input regarding attention to our historic downtown area.
- Crystal Aulick, NEXT Young Professionals – very supportive, NEXT holds an annual wine and beer tasting event at the location of the City Center, giving thousands of dollars back to the community.
- Nathan Green – concerned that the downtown area will lose 68 parking spots, issues with transformers due to construction, trash trucks may not be able to go through the alleys, and the lack of stop lights downtown.
- Neal Blomenkamp, Owner Runza and Chairman of the Business Improvement District (BID) – explained that this project is supported by the BID. Downtown has changed, which will hopefully change the vandalism mentality also. He has provided restrooms for downtown at his business and has not experienced any vandalism.

Mayor Meininger added that the City Center is currently conceptual; we will need the properties to proceed with the development. Mayor Meininger closed the public hearing at 6:40 p.m.

Mayor Meininger opened the public hearing at 6:40 p.m. regarding the purchase of real estate property located at 23 East 18th Street, Scottsbluff, Nebraska. There were additional comments by the following attendees:

- Nathan Green commented that it is important for Scottsbluff to have something unique in our community

- Jerry Lewis – commented that if the General Fund will pay for the maintenance of the project, then the City needs to also continue to support the Library, which is known statewide for their wonderful programs.

Mayor Meininger closed the public at 6:45 p.m.

Mayor Meininger opened the public hearing at 6:48 to consider an Ordinance amending Chapter 25, Article 6-1.6 dealing with signs, setting forth additional restrictions in signs and repealing and removing a portion of 25-6-6. There were no comments from the public. Mayor Meininger closed the public hearing at 6:48 p.m. Mayor Meininger introduced Ordinance No. 4148 which was read on first reading by title: AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA DEALING WITH SIGNS, AMENDING § 25-6-1.6 TO RELOCATE A CHART, TO REMOVE REPETITIVE SECTIONS AND TO REPEAL AND REMOVE §25-6-6, REPEALING ALL PRIOR ORDINANCES AND PROVIDING FOR AN EFFECTIVE DATE.

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

The motion carried having been approved by three-fourths of the Council Members. Moved by Mayor Meininger, seconded by Council Member Hilyard, “that Ordinance No. 4148 be adopted,” “YEAS”, Gonzales, Colwell, Meininger, Hilyard and Shaver, “NAYS”, None. Absent: None.

Mayor Meininger opened the public hearing at 6:49 p.m. to consider an Ordinance amending Chapter 21, Article 1, relating to amending or re-platting a final plat, limiting the number of times a plat can be amended or re-platted, 21-1-68. City Planner Folck explained that this will make things much easier and the legal description much more accurate when recording plats at the Scotts Bluff County Register of Deeds office. There will be a limit of two amended final plats allowed, the third request will require the plat to be vacated and started over. Jean Bauer, Scotts Bluff County Register of Deeds approached the Council and explained the complications presented when multiple plats are filed on a property; it presents more risks for errors. Mayor Meininger closed the public hearing at 6:55 p.m. Mayor Meininger introduced Ordinance 4149 which was read on first reading by title: AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA AMENDING CHAPTER 21, ARTICLE 1, RELATING TO AMENDING OR REPLATTING A FINAL PLAT, LIMITING THE NUMBER OF TIMES A FINAL PLAT CAN BE AMENDED OR REPLATTED, REPEALING PRIOR SECTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

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

The motion carried having been approved by three-fourths of the Council Members. Moved by Mayor Meininger, seconded by Council Member Hilyard, “that Ordinance No. 4149 be adopted,” “YEAS”, Gonzales, Colwell, Meininger, Hilyard and Shaver, “NAYS”, None. Absent: None.

Mayor Meininger opened the public hearing at 6:55 p.m. to conduct a public hearing to consider an Ordinance regulating neighborhood block parties. City Planner Folck explained that currently block parties are allowed, however, we do not have a good process in place. There are public safety and emergency management issues. This Ordinance will provide for a permit process issued by the Police Department, barricades will be issued by the Parks Department, and a fee will be charged for the permit as well as a clean up fee if the street is not cleaned by the permit holder. Fire Chief Miller explained that he and Police Chief Spencer worked together, researching other city’s ordinances and working on a better method to assure safety for the citizens. Police Chief Spencer added that this ordinance gives structure

with rules, so there are no surprises for the permit holders. There were no comments by the public. Mayor Meininger closed the public hearing at 7:00 p.m.

Mayor Meininger introduced Ordinance No. 4150 which was read on first reading by title: AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA AMENDING THE MUNICIPAL CODE TO INCLUDE PERMITS FOR USE OF RIGHT-OF-WAY AND STREETS FOR NEIGHBORHOOD BLOCK PARTIES, AMENDING §6-6-35 REQUIRING A PERMIT FEE FOR NEIGHBORHOOD BLOCK PARTIES, AND ADDING SECTIONS TO CHAPTER 20 SECTION 6 TO INCLUDE APPLICATIONS AND PROCEDURES FOR ISSUING PERMITS FOR NEIGHBORHOOD BLOCK PARTIES. REPEALING ALL PRIOR SECTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

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

The motion carried having been approved by three-fourths of the Council Members. Moved by Mayor Meininger, seconded by Council Member Shaver, "that Ordinance No. 4150 be adopted," "YEAS", Gonzales, Colwell, Meininger, Hilyard and Shaver, "NAYS", None. Absent: None.

Assistant City Manager Johnson presented the bids for the new refuse truck for Environmental Services. He explained that one bidder, Floyds Trucking, actually submitted three bids with three difference body specifications. The following bids were reviewed: Northern Truck and Equipment \$158,489.00; Elliott Equipment Co. \$161,830.00; Kois Brothers Equipment Co. \$157,695.00. Staff is recommending the bid from Elliott Equipment in the amount of \$161,830.00 as the best bid because of the five year warranty, it aligns with the current parts of the existing vehicles and has \$7,000 of optional equipment. City Attorney Olsen added that the department has existing inventory that could be utilized with the purchase of the truck from Elliott Equipment. Moved by Council Member Gonzales, seconded by Council Member Colwell, "to approve the bid for a new refuse truck for Environmental Services to Elliott Equipment Company in the amount of \$161,830.00," "YEAS", Gonzales, Colwell, Meininger, Hilyard and Shaver, "NAYS", None. Absent: None.

Mr. Johnson presented information regarding the replacement of the heater for Westmoor Pool. The heater has met it's life expectancy and needs to be replaced. The cost for this replacement is approximately \$40,000.00, which will need to paid for with department contingency funds. Staff is asking for approval of proceeding with this purchase in a non-traditional bidding method, as the heater is only available from one vendor. Moved by Council Member Colwell, seconded by Mayor Meininger, "to approve the purchase of a new heater for the Westmoor Pool using Park Department contingency funds," "YEAS", Gonzales, Colwell, Meininger, and Hilyard "NAYS" Shaver. Absent: None.

Regarding the contract with Scottsbluff School District for the Splash Pool, City Manager Kuckkahn explained that the intent is not to close either pool; the intent for the School District and the City is to keep both pools open, however, the City and District need to look at long term sustainability for this facility. The School District owns both pools, so Council will not take any action tonight until the School District also considers the contract. The current contract will end in July of this year. If we do nothing, we will no longer be involved with either pool. The draft contract is an effort to keep the pools open. When this pool first opened, there was not an indoor pool for city use, so the City got involved and wanted to participate.

The current contract obligation by the City is \$50,000 per year base payment plus maintenance and upkeep, so annual expenses for this pool for the following years have been: 2011 – \$101,000; 2012- \$100,000; 2013-\$104,000. The annual obligation hasn't changed much over the years; however, the condition of the pool continues to be a challenge. There is an average of 48 city sponsored users per day

at the pool. The cost per user for 2011 was \$1352/year; 2012 - \$1325/ year and 2013 - \$1399/year. This amount is above other subsidies the city has engaged in over the years.

The City definitely wants to keep the outdoor pool open. The revised contract provides the following payments to the School district, \$6,000 for use of the outdoor pool to pay for use of the lockers and a \$125,000 up front amount for maintenance, operation, and potential renovation of the locker rooms of the Splash Arena.

It is estimated that \$1.7 million of improvements will be required in the next few years to keep the pool open. The indoor pool has to stay open in order to use the lockers for the outdoor pool. City users do have other options for swimming if needed.

Mr. Kuckkahn added that as City Manager, he needs to consider the equitable distribution of funds between all departments. The proposed contract is only a draft, staff will offer comments to the school district with the goal to keep the pools open and provide options.

Council Member Gonzales clarified the City's position that we are only a participant in the operation of the Splash Pool, the Scottsbluff School District owns the pools. Council Member Shaver added that he is concerned about the availability of YMCA pool to take on additional capacity with their current hours.

The following citizens offered comments regarding support for keeping the Splash Pools open: Ken Trevithick, Laurie Jacobs, Jennifer Galindo, Kristin Wiebe, Janelle Debus, Marie Lake, Connie Osborne, Rae Ann Schmitz, and Chip Littlejohn.

Mayor Meininger informed the attendees that suggestions will be shared with the Scottsbluff School Board. The Scottsbluff School Board will meet on April 13, 2015 to discuss the contract for the Splash Pool.

Mr. Kuckkahn explained the yearly permit presented for the Downtown Scottsbluff "Farmers Market". Council Member Shaver asked why they did not have their insurance or the \$2500 deposit or surety bond. He commented that they can afford the expenses, as many of the vendors are from out of town, selling their products here. Mr. Shaver also asked why they don't pay the permit fees for selling products or fees to block the street. City Clerk Dickinson explained that they provide their certificate of insurance and deposit prior to the event in June. Moved by Council Member Colwell, seconded by Council Member Hilyard, "to approve the Business Promotional Event Permit for the Downtown Scottsbluff Association as sponsors of the "Farmers Market" to be held in the mini-park and a portion of East 18th Street from Broadway 1st Ave. on Saturday mornings, June 6, 2015 through September 26, 2015, 7:00 a.m. to 12:00 p.m. The permit includes closure of 18th St. between Broadway and 1st Ave.," "YEAS", Gonzales, Colwell, Meininger, and Hilyard "NAYS" Shaver. Absent: None.

Mr. Jedd Fisher with Nebraska Public Power District (NPPD) gave the Council an update on the Stegall to Scottsbluff transmission line which included land use, public comments, environmental constraints, constructability, cost and electric system performance. The project should be complete by June of 2017. Terry Rajewich, Account Manager with NPPD gave an overview and summary of the NPPD lease in the City of Scottsbluff. For FY 2013-2014 – the lease payments to the City of Scottsbluff were \$2,575,980.64.

Mayor Meininger read and signed the Proclamation for Fair Housing Month.

At 8:40 p.m., Mayor Meininger requested that Council take a ten minute break.

Council resumed at 8:50 p.m. The following Council Members were present: Raymond Gonzales, Jordan Colwell, Randy Meininger, Liz Hilyard and Scott Shaver. Absent: None.

City Manager Kuckkahn explained that the Ordinance dealing with plumbers outlined the qualifications required for Master Plumbers and provides for a transition for companies with no Master Plumber.

Mayor Meininger introduced the Ordinance dealing with plumbers, licensing and regulations, clarifying that examinations must be given upon application for a plumbing license, which was read by title on first reading: AN ORDINANCE AMENDING CHAPTER 4, ARTICLE 3 OF THE SCOTTSBLUFF MUNICIPAL CODE IN DEALING WITH PLUMBERS, LICENSING AND REGULATION, AMENDING §4-3-57, §4-3-58, §4-3-59, §4-3-60, §4-3-61, §4-3-67, §4-3-69, AND §4-3-70, CLARIFYING THAT EXAMINATIONS MUST BE GIVEN UPON APPLICATION FOR PLUMBING LICENSES, REPEALING ALL PRIOR SECTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

Council introduced Ordinance No. 4151 regarding the Gateway Greenway Overlay zoning district located within the entryways/corridors of the City of Scottsbluff which was read by title on third reading: AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA DEALING WITH THE GATEWAY/GREEN OVERLAY ZONE, REPEALING PRIOR §25-3-22.01 OF THE SCOTTSBLUFF MUNICIPAL CODE AND REPLACING THE ENTIRE SECTION, REPEALING ALL PRIOR ORDINANCES AND PROVIDING FOR AN EFFECTIVE DATE.

Moved by Mayor Meininger, seconded by Council Member Gonzales, “to adopt Ordinance No. 4151,” “YEAS”, Gonzales, Colwell, Meininger, and Hilyard “NAYS” Shaver. Absent: None.

Council introduced Ordinance No. 4152 relating to principle permitted uses and special permit uses for parking requirements and off street parking in the C-1 zoning district, located on Broadway from 14th St. north to 20th Street which was read by title on third reading: AN ORDINANCE FOR THE CITY OF SCOTTSBLUFF, NEBRASKA, RELATING TO ZONING , AND REVISING §25-3-13, RELATING TO PRINCIPLE PERMITTED USES AND SPECIAL PERMIT USES, §25-5-2 RELATING TO PARKING REQUIREMENTS FOR RESIDENTIAL USES AND §25-7-38 RELATING TO OFF STREET PARKING REQUIREMENTS AND EXCEPTING CONDOMINIUM USES IN CENTRAL BUSINESS DISTRICT, REPEALING ALL PRIOR ORDINANCES AND PROVIDING FOR AN EFFECTIVE DATE.

Moved by Mayor Meininger, seconded by Council Member Colwell, “to adopt Ordinance No. 4152,” “YEAS”, Gonzales, Colwell, Meininger, and Hilyard “NAYS” Shaver. Absent: None.

Moved by Mayor Meininger, seconded by Council Member Gonzales, “to table the item regarding discussion and instructions to staff on the development of a Community Redevelopment Authority,” “YEAS”, Gonzales, Colwell, Meininger, Hilyard and Shaver, “NAYS”, None. Absent: None.

Moved by Mayor Meininger, seconded by Council Member Gonzales, “to appoint Council Member Hilyard to the Regional Economic Development Committee,” “YEAS”, Gonzales, Colwell, Meininger, Hilyard and Shaver, “NAYS”, None. Absent: None. Mr. Kuckkahn noted that there will be a meeting May 11 and 12, 2015 with the facilitators of the Regional Economic Development Plan.

Deputy City Attorney Adam Hoelsing presented the agreement with Minatare and the Natural Resource District for the Streamflow Credit Purchase. The City of Scottsbluff applied for water transfer permits from the Department of Natural Resources for the Village of Minatare water use. This permit requires approval by the local Natural Resource District (NRD). Local rules required mitigation in decrease of the stream flow. The NRD recognizes that 5 months out of the year the North Platte River is being used for irrigation. The NRD previously did not account for the fact that depletion really did not harm any rights during the non-irrigation season. They have now proposed a different solution that does not require Minatare to retire acre feet from qualifying ground wells. Going forward, the NRD will assume the task of assuring that the water users have the acre feet of water they are entitled to. They will no longer require that the municipalities maintain the “status quo” of the North Platte River.

If the NRD needs to retire ground water itself to meet those entitlements, it will do so. In exchange, the NRD requires \$23,400 from Minatare. This will be used to purchase acre feet “credits” from the NRD, which are simply acre feet that the NRD has previously retired over and above the acre

feet the NRD needed to retire in order to maintain the appropriate levels on the North Platte River. Scottsbluff, as the city seeking the permit, will need to sign the agreement. The NRD will then sign off on the application and will inform the Department of Natural Resources that the application meets its rules and regulations. Moved by Council Member Shaver, seconded by Council Member Colwell, “to approve the Minatare Water Project Streamflow Credit Purchase Agreement and authorize the Mayor to execute the agreement,” “YEAS”, Gonzales, Colwell, Meininger, Hilyard and Shaver, “NAYS”, None. Absent: None.

City Planner, Annie Folck, presented the United States Geological Survey (USGS) contract for mapping of the North Platte River. She explained that the City is currently working with the Nebraska Silver Jackets to complete an updated floodplain study for the City. The most recent floodplain study was completed in 1979. This contract with the USGS authorizes the City to contribute \$101,000 towards the flood inundation mapping portion of this project, which is the only cash match that the City will be providing. The entire value of the Silver Jackets Project is \$310,580. The flood inundation mapping will create online maps that can show in real time current and predicted flood levels throughout the community, based on upstream streamflow gauges. The cash match will be included in the next two fiscal years budgets. Funding would most likely come from the Enterprise Fund. The project will also include Winters Creek as a major issue for the City. Moved by Council Member Hilyard, seconded by Council Member Gonzales, “to approve the contract with USGS for the hydraulic modeling and flood inundation mapping of the North Platte River at Scottsbluff and authorize the Mayor to sign the contract,” “YEAS”, Gonzales, Colwell, Meininger, Hilyard and Shaver, “NAYS”, None. Absent: None.

Mayor Meininger explained that the proposed disposal of wastewater in Sioux County is also a concern for the City of Scottsbluff because of the proximity of wells to the disposal sight and the affect to the aquafer. Staff has prepared a draft letter to the Oil and Gas Commission. Moved by Council Member Hilyard, seconded by Council Member Shaver, “to approve sending a letter to the Oil and Gas Commission regarding the disposal of wastewater in Sioux County,” “YEAS”, Gonzales, Colwell, Meininger, Hilyard and Shaver, “NAYS”, None. Absent: None.

Moved by Council Member Shaver, seconded by Council Member Colwell, “to adjourn the meeting at 9:00 p.m.,” “YEAS”, Gonzales, Colwell, Meininger, Hilyard and Shaver, “NAYS”, None. Absent: None.

Mayor

ATTEST:

City Clerk

SEAL

City of Scottsbluff, Nebraska

Monday, April 20, 2015

Regular Meeting

Item Consent2

Approve the RFP for audit services and authorize the city clerk to advertise for bids to be received by June 5, 2015, 4:00 p.m.

Staff Contact: Renae Griffiths, Finance Director

REQUEST FOR PROPOSALS FOR
THE ANNUAL AUDIT
CITY OF SCOTTSBLUFF
2525 CIRCLE DRIVE
SCOTTSBLUFF, NE 69361

Section 1

- A. **Objective** - The City of Scottsbluff (City) is seeking qualified Certified Public Accounting firms (respondent) for the purpose of examining and auditing the accounts and records for the fiscal years ended September 30, 2015, September 30, 2016 and September 30, 2017.

An audit firm will be selected to conduct the annual audit for each of the three years with an annual review of the services provided to determine if the firm is to be retained during the second and ensuing years. The City will retain the right to extend the engagement.

- B. **Issuing officers** - This RFP is issued by the City. All correspondence, questions and additional information regarding this RFP must be presented in writing and addressed to the City of Scottsbluff, 2525 Circle Drive, Scottsbluff, NE, 69361, c/o Renae L. Griffiths, Finance Director (308) 630-6212.

- C. **Proposals** - Three (3) copies of the proposal shall be submitted. The information included therein should be as concise as possible.

To be considered, each firm must submit a complete response to this RFP that meets the required services listed in Section 2. No other distribution of proposals is to be made by the respondent. The proposal must be signed in ink by an official authorized to bind the respondent to its provisions.

Each proposal must remain valid for at least ninety (90) days from the date of this Request For Proposal (April 20, 2015).

The City reserves the right to award the total proposal, to reject any and all proposals in whole or in part, and to waive any informality or technical defects, if, in the City's judgment, the best interests of the City will be so served.

- D. **Selection criteria** - The respondents to this Request For Proposal will be evaluated using a point system, as shown in Section 4. The evaluation will be completed by a Selection Committee composed of staff members from the

City to include, but not limited to, the City Manager, Finance Director and members of the City Audit Selection Committee.

At the initial evaluation, a determination will be made by the Selection Committee of which, if any respondents, is or are to be interviewed.

During the interview process the selected respondent will be given the opportunity to discuss, in more detail, their qualifications, and their past experience in similar projects and services. After the interview process the proposals will be re-evaluated to determine the most qualified, capable, and cost effective proposal in which the City would choose to engage the respondent's services. A recommendation by the Selection Committee will be made to City Council.

- E. Changes in the Request For Proposal** - Should a perspective respondent be in doubt as to the true meaning of any portions of this RFP, or should the respondent find any patent ambiguity, inconsistency or omission thereto, the respondent shall make a written request for an official interpretation or correction. Such request shall be submitted with the respondent's proposal. The respondent making the request shall be held responsible for its prompt delivery. Such interpretation or corrections, as well as any additional Request For Proposal provisions that the City may decide to include, will be made only as a bulletin which will be mailed or delivered to each respondent recorded as having received a copy of the RFP. Any addendum issued by the City shall become part and made part of the RFP and shall be taken into account by each respondent in preparing his or her proposal. Written correspondence from the City to the respondents will include each respondent's written request along with any and all answers provided by the City.
- F. Cost liability** - The City assumes no responsibility or liability for costs incurred by the respondent prior to the execution of a professional services contract. This would include any and all costs incurred by the respondent as a result of preparing a response to this Request For Proposal for services.

PURPOSE AND REQUIRED SERVICES
ANNUAL AUDIT
CITY OF SCOTTSBLUFF

Section 2

A. **Purpose** - The City is seeking the professional services of a Certified Public Accounting firm.

B. **Required services** -

1. Perform a financial audit of all of the funds of the City in accordance with the Single Audit Act and OMB Circular A-133. This audit must be in accordance with the American Institute of Certified Public Accountants Industry Guide “Audits of State and Local Governmental Units”, and the Nebraska State Auditor’s requirements.
2. Prepare required workpapers to substantiate balances and account activity.
3. Review the financial statements as prepared in conformity with Governmental Accounting Standards Board (GASB).
4. Provide suggestions and recommendations relating to the City’s financial and general business polices and procedures.
5. Provide on-going audit related consultation services to the City Council and the administrative staff regarding the application of standards and their reporting.
6. Present the findings of each year’s audit to administrative staff informally and City Council formally.
7. Audit workpapers must be retained by the auditors for a minimum of five years. They must be available for examination by authorized agencies and the City.

GENERAL INFORMATION AND INSTRUCTIONS
ANNUAL AUDIT
CITY OF SCOTTSBLUFF

Section 3

A. **Specifications** – Proposals must contain the following minimum information:

1. Explanation of services available through the respondent.
2. A brief business history of the respondent. State specifically if the respondent has met the Continuing Professional Education (CPE) requirements for performing a single audit.
3. Type of clientele the respondent serves. List specifically all governmental agencies you have provided services for in the last three years and the nature of work performed for those entities.
4. State if the respondent is familiar with the Single Audit requirements and OMB Circular A-133.
5. Provide affirmation that the respondent meets the independence requirements.
6. Disclose any positive enforcement actions or other matters, which may reflect on the respondent's professional qualifications.
7. Provide a brief resume of the personnel the respondent would use on the City audit, specifically stating their years of experience, background, etc. State who the on-site audit manager would be and list the partner in charge of the engagement. Please include a list of the CPE completed in the past three years by these individuals.
8. Give a summary of the quality control procedures used by the respondent to insure the competency of work. Also provide a copy of the most recent quality control review report.
9. State what the respondent would charge on a per hour basis for the services of partner, manager and staff as well as fees for travel time, consultation, etc. Include this information in the separate sealed envelope.
10. State in the proposal how much the audit would cost per year. Include this information in the separate sealed envelope.
11. Provide approximate schedule for beginning and completing the audit. We try to schedule fieldwork to be done mid to late November.
12. The City expects the audit to be completed, finalized and presented to the city council before February 1. The presentation to the City Council will be performed by the partner in charge of the audit. Approximately 5 print copies of the audit report will be required. Additional copies may be requested.
13. State the level of your professional liability coverage that would be maintained as a minimum during the period of time the respondent will provide audit services for the City.

14. List at least three references (preferably governmental) for which the respondent has provided audit services. Provide the names, mailing addresses and phone numbers for each reference.
15. Is the respondent currently involved in any lawsuits? If so, state the nature and circumstances.

B. **Due date** - Proposals are due no later than June 5, 2015 at 4:00 p.m. Any proposals received after this deadline will be returned unopened.

Respondents should provide three copies of the proposal to Cindy Dickinson, City Clerk, City of Scottsbluff, 2525 Circle Drive, Scottsbluff, Nebraska, 69361, (308) 630-6221. Please put all cost information in a sealed envelope and reference the envelope in your proposal. Do not include any fee information in the body of your proposal. The envelope should have the name of the respondent clearly printed on the front.

C. **Questions** - Any questions concerning these specifications and services are to be directed in writing at least 7 days prior to the due date to Renae L. Griffiths, Finance Director, 2525 Circle Drive, Scottsbluff, Nebraska, 69361.

BASIS OF AWARD
ANNUAL AUDIT
CITY OF SCOTTSBLUFF

Section 4

Awards will be made based upon the following components:

- A. **Audit work plan and ability to meet timetable specified (30 Points)** - The comprehensiveness of the audit work plan and realistic time estimates of each major segment of the work plan.
- B. **Technical experience (20 Points)** - Auditing of the same type of entities and peer review.
- C. **Qualifications of staff (25 Points)** - Qualifications of supervisory personnel and of the audit team doing the field work. General direction and supervision to be exercised over the audit team by the respondent's management personnel.
- D. **Fee Proposal (25 Points)** - Fee quotations for the services that are to be provided shall be submitted in a separate sealed envelope as part of the proposal. Fee quotations are to be stated in a fixed dollar amount for the proposed services that are to be rendered.

City of Scottsbluff, Nebraska

Monday, April 20, 2015

Regular Meeting

Item Consent3

Approve the Bid Specifications for Paving District 312 and authorize the city clerk to advertise for bids to be received by May 12, 2015, 2:00 p.m.

Staff Contact: Mark Bohl, Public Works Director

Advertisement for Bids
Paving District 312 – 12th Avenue & Winter Creek Drive

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

Sealed Bids for Paving District 312 – 12th Avenue & Winter Creek Drive for the City of Scottsbluff, will be received by Cindy Dickinson, City Clerk at City Hall, 2525 Circle Drive, Scottsbluff, Nebraska until 2:00 P.M., (Local Time) May 12th, 2015, 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:
04/24/2015, 05/01/2015, 05/08/2015



HUB-Zone certified firm

SPECIFICATIONS

**Paving District 312
12th Avenue &
Winter Creek Drive
Scottsbluff, NE**

**City of Scottsbluff
Scottsbluff, Nebraska**

PREPARED FOR
City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69361

PREPARED BY
MC Schaff & Associates, Inc.
818 S Beltline Highway E
Scottsbluff, NE 69361
(308) 635-1926

PROJECT
RP140169-00

April, 2015



**Advertisement for Bids
Paving District 312 – 12th Avenue & Winter Creek Drive**

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

Sealed Bids for Paving District 312 – 12th Avenue & Winter Creek Drive for the City of Scottsbluff, will be received by Cindy Dickinson, City Clerk at City Hall, 2525 Circle Drive, Scottsbluff, Nebraska until 2:00 P.M., (Local Time) May 12th, 2015, and then at said office publicly opened and read aloud.

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Scottsbluff, NE 69361

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/s/ Cindy Dickinson
City Clerk

Publish three times:
04/24/2015, 05/01/2015, 05/08/2015

BID FORM FOR CONSTRUCTION CONTRACTS

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

EJCDC C-410 Bid Form for Construction Contracts
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BID FORM

Paving District 312 – 12th Avenue & Winter Creek Drive
Scottsbluff, Nebraska

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69361

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."

E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained

from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Paving District 312 - 12th Ave. & Winter Creek Dr.

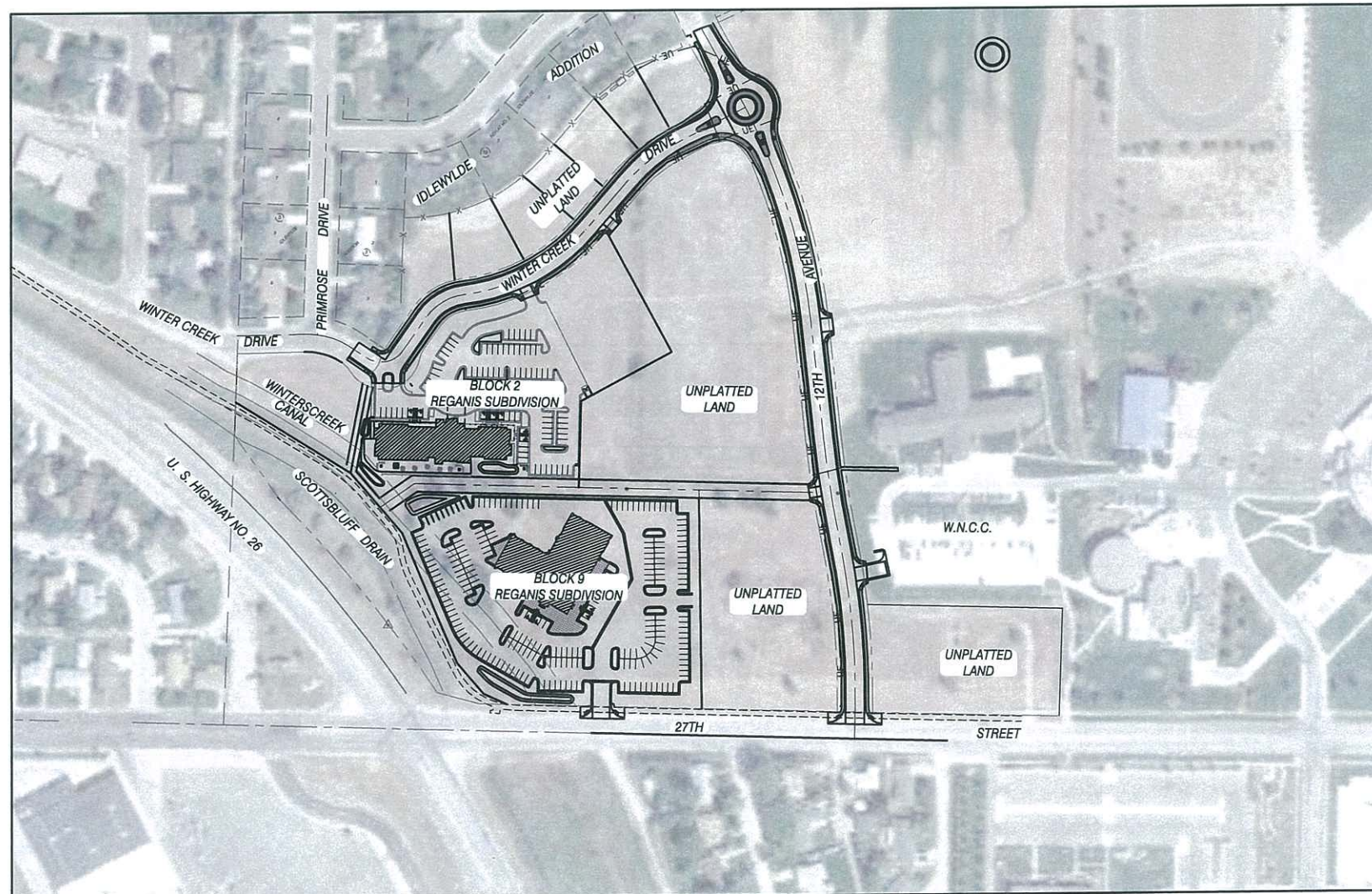
Item	Description	Estimated Quantity	Unit	Unit Price	Total Estimated Price
1	Mobilization	1	LS	\$	\$
2	Traffic Control	1	LS	\$	\$
3	Clearing & Grubbing	1	LS	\$	\$
4	Remove Existing Pavement, Curb, Gutter, Etc	3500	SF	\$	\$
5	Remove Storm Drain Pipe	102	LF	\$	\$
6	Plug Existing Storm Drain Pipe	1	EA	\$	\$
7	Remove Existing Barrier Rail/Barricade	5	EA	\$	\$
8	Excavation (Established Quantity)	7500	CY	\$	\$
9	Standard Storm Drain Curb Inlet	12	EA	\$	\$
10	18-Inch RCCP Storm Drain Pipe	1350	LF	\$	\$
11	48-Inch Storm Drain Manhole	3	EA	\$	\$
12	18-Inch Flared End Section	1	EA	\$	\$
13	Connect to Existing Inlet	1	EA	\$	\$
14	Remove & Salvage Existing Fire Hydrant & Aux Valve - Plug Tee	2	EA	\$	\$
15	Remove 8-Inch Valve	1	EA	\$	\$

16	8-inch by 6-Inch Reducer	1	EA	\$	\$
17	Reinstall Fire Hydrant w/Aux. Valve including 6-inch PVC Water Main	2	EA	\$	\$
18	Connect to Existing Valve	1	EA	\$	\$
19	8-Inch x 8-Inch Tee	1	EA	\$	\$
20	8-Inch Plug	2	EA	\$	\$
21	8-Inch PVC Water Main	60	LF	\$	\$
22	8-Inch by 6-Inch Tee	1	EA	\$	\$
23	1 1/4-Inch Schedule 40 PVC	2200	LF	\$	\$
24	2-Inch Schedule 40 PVC	320	LF	\$	\$
25	3-Inch Schedule 40 PVC	15	LF	\$	\$
26	Street Light Pedestal	15	EA	\$	\$
27	Secondary Pedestal	1	EA	\$	\$
28	8-Inch P.C. Concrete Pavement	9500	SY	\$	\$
29	30-Inch P.C. Concrete Curb & Gutter (Catch)	4500	LF	\$	\$
30	30-Inch P.C. Concrete Curb & Gutter (Spill)	500	LF	\$	\$
31	30-inch P.C. Concrete Truck Apron Curb	200	LF	\$	\$
32	4-Inch P.C. Concrete Sidewalk	23000	SF	\$	\$
33	Handicap Ramp	27	EA	\$	\$
34	15-Foot Intersection Radius	1	EA	\$	\$
35	20-Foot Intersection Radius	11	EA	\$	\$
36	30-Foot Intersection Radius	2	EA	\$	\$
37	4-Foot P.C. Concrete Valley Gutter	26	LF	\$	\$
38	8-Inch P.C. Stamped & Colored Concrete	4600	SF	\$	\$
39	Adjust Curb Stop/Meter Pit to Grade	9	EA	\$	\$

Cost Estimate

Paving District 312 - 12th Ave. & Winter Creek Dr.					
No.	Description	Unit	Quantity	Unit Cost	Total
1	Mobilization	LS	1	\$ 50,000.00	\$ 50,000.00
2	Traffic Control	LS	1	\$ 5,000.00	\$ 5,000.00
3	Clearing & Grubbing	LS	1	\$ 5,000.00	\$ 5,000.00
4	Remove Existing Pavement, Curb, Gutter, Etc	SF	3500	\$ 1.00	\$ 3,500.00
5	Remove Storm Drain Pipe	LF	102	\$ 5.00	\$ 510.00
6	Plug Existing Storm Drain Pipe	EA	1	\$ 200.00	\$ 200.00
7	Remove Existing Barrier Rail/Barricade	EA	5	\$ 50.00	\$ 250.00
8	Excavation (Established Quantity)	CY	7500	\$ 10.00	\$ 75,000.00
9	Standard Storm Drain Curb Inlet	EA	12	\$ 1,800.00	\$ 21,600.00
10	18-Inch RCCP Storm Drain Pipe	LF	1350	\$ 50.00	\$ 67,500.00
11	48-Inch Storm Drain Manhole	EA	3	\$ 3,000.00	\$ 9,000.00
12	18-Inch Flared End Section	EA	1	\$ 1,500.00	\$ 1,500.00
13	Connect to Existing Inlet	EA	1	\$ 500.00	\$ 500.00
14	Remove & Salvage Existing Fire Hydrant & Aux Valve - Plug Tee	EA	2	\$ 500.00	\$ 1,000.00
15	Remove 8-Inch Valve	EA	1	\$ 200.00	\$ 200.00
16	8-inch by 6-Inch Reducer	EA	1	\$ 150.00	\$ 150.00
17	Relocated Fire Hydrant w/Aux. Valve including 6-inch PVC Water Main	EA	2	\$ 1,200.00	\$ 2,400.00
18	Connect to Existing Valve	EA	1	\$ 500.00	\$ 500.00
19	8-Inch x 8-Inch Tee	EA	1	\$ 150.00	\$ 150.00
20	8-Inch Plug	EA	2	\$ 150.00	\$ 300.00
21	8-Inch PVC Water Main	LF	60	\$ 50.00	\$ 3,000.00
22	8-Inch by 6-Inch Tee	EA	1	\$ 150.00	\$ 150.00
23	1 1/4-Inch Schedule 40 PVC	LF	2200	\$ 5.00	\$ 11,000.00
24	2-Inch Schedule 40 PVC	LF	320	\$ 10.00	\$ 3,200.00
25	3-Inch Schedule 40 PVC	LF	15	\$ 20.00	\$ 300.00
26	Street Light Pedestal	EA	15	\$ 150.00	\$ 2,250.00
27	Secondary Pedestal	EA	1	\$ 150.00	\$ 150.00
28	8-Inch P.C. Concrete Pavement	SY	9500	\$ 45.00	\$ 427,500.00
29	30-Inch P.C. Concrete Curb & Gutter (Catch)	LF	4500	\$ 18.00	\$ 81,000.00
30	30-Inch P.C. Concrete Curb & Gutter (Spill)	LF	500	\$ 18.00	\$ 9,000.00
31	30-inch P.C. Concrete Truck Apron Curb	LF	200	\$ 25.00	\$ 5,000.00
32	4-Inch P.C. Concrete Sidewalk	SF	23000	\$ 5.00	\$ 115,000.00
33	Handicap Ramp	EA	27	\$ 750.00	\$ 20,250.00
34	15-Foot Intersection Radius	EA	1	\$ 1,500.00	\$ 1,500.00
35	20-Foot Intersection Radius	EA	11	\$ 2,000.00	\$ 22,000.00
36	30-Foot Intersection Radius	EA	2	\$ 2,500.00	\$ 5,000.00
37	4-Foot P.C. Concrete Valley Gutter	LF	26	\$ 40.00	\$ 1,040.00
38	8-Inch P.C. Stamped & Colored Concrete	SF	4600	\$ 12.00	\$ 55,200.00
39	Adjust Curb Stop/Meter Pit to Grade	EA	9	\$ 100.00	\$ 900.00
40	Adjust Manhole to Grade	EA	2	\$ 400.00	\$ 800.00
41	Adjust Water Valve to Grade	EA	5	\$ 200.00	\$ 1,000.00
42	4-Inch Yellow Wet Reflective Preformed Pavement Marking	LF	2900	\$ 4.00	\$ 11,600.00
43	6-Inch White Wet Reflective Preformed Pavement Marking	LF	100	\$ 6.00	\$ 600.00
44	12-Inch Yellow Preformed Pavement Marking	LF	50	\$ 12.00	\$ 600.00
45	12-Inch White Preformed Pavement Marking	LF	50	\$ 12.00	\$ 600.00
46	24-Inch White Preformed Pavement Marking	LF	260	\$ 25.00	\$ 6,500.00
47	White Left Turn Arrow Wet Reflective Preformed Pavement Marking	EA	2	\$ 500.00	\$ 1,000.00
48	Mulching & Seeding	ACRE	1	\$ 2,500.00	\$ 2,500.00
Total Items 1-48					\$ 1,032,900.00

CITY OF SCOTTSBLUFF PAVING DISTRICT 312 12TH AVENUE AND WINTER CREEK DRIVE CONSTRUCTION PLANS



SHEET INDEX

DRAWING	SHEET	DRAWING
G-1	1	COVER SHEET
2T	2	TYPICAL SECTIONS
LEG-1	3	LEGEND
2S	4	SUMMARY OF QUANTITIES
I-1	5	INDEX SHEET
RMV 1-4	6-9	REMOVAL SHEETS
SD 1-4	10-13	STORM DRAIN PLANS
W 1-2	14-15	WATER MAIN PLANS
E 1-3	16-18	ELECTRICAL CONDUIT PLANS
PP 1-5	19-23	PLAN & PROFILE SHEETS
INT-1	24	INTERSECTION DETAIL
MRK 1-3	25-27	PAVEMENT MARKINGS SHEETS
DTL 1-5	28-32	DETAIL SHEETS

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




ITEM	DESCRIPTION	QUANTITIES ESTIMATED QUANTITY
1.	MOBILIZATION	1 LUMP SUM
2.	TRAFFIC CONTROL & SAFETY	1 LUMP SUM
3.	CLEARING AND GRUBBING	1 LUMP SUM
4.	REMOVE EXISTING PAVEMENT, CURB, GUTTER, AND SIDEWALKS	3,500 S.F.
5.	REMOVE STORM DRAIN PIPE	102 L.F.
6.	PLUG EXISTING STORM DRAIN PIPE	1 EA.
7.	REMOVE EXISTING BARRIER RAIL/BARRICADE	5 EA.
8.	EXCAVATION (ESTABLISHED QUANTITY)	7,500 C.Y.
9.	STANDARD STORM DRAIN CURB INLET	12 EA.
10.	18-INCH RCCP STORM DRAIN PIPE	1,350 L.F.
11.	48-INCH STORM DRAIN MANHOLE	3 EA.
12.	18-INCH CONCRETE FLARED END SECTION	1 EA.
13.	CONNECT TO EXISTING INLET	1 EA.
14.	REMOVE AND SALVAGE EXISTING FIRE HYDRANT & AUX VALVE - PLUG TEE	2 EA.
15.	REMOVE 8-INCH VALVE	1 EA.
16.	8-INCH X 6-INCH VALVE	1 EA.
17.	REINSTALL FIRE HYDRANT W/AUX VALVE INCLUDING 6-INCH PVC WATER MAIN	2 EA.
18.	CONNECT TO EXISTING VALVE	1 EA.
19.	8-INCH X 8-INCH TEE	1 EA.
20.	8-INCH PLUG	2 EA.
21.	8-INCH PVC WATER MAIN	60 L.F.
22.	8-INCH X 6-INCH TEE	1 EA.

ITEM	DESCRIPTION	QUANTITIES ESTIMATED QUANTITY
23.	1 1/2-INCH SCHEDULE 40 PVC	2,200 L.F.
24.	2-INCH SCHEDULE 40 PVC	320 L.F.
25.	3-INCH SCHEDULE 40 PVC	15 L.F.
26.	STREET LIGHT PEDESTAL	15 EA.
27.	SECONDARY PEDESTAL	1 EA.

ITEM	DESCRIPTION	QUANTITIES ESTIMATED QUANTITY
28.	8-INCH P.C. CONCRETE PAVEMENT	9,500 S.Y.
29.	30-INCH P.C. CONCRETE CURB AND GUTTER (CATCH)	4,500 L.F.
30.	30-INCH P.C. CONCRETE CURB AND GUTTER (SPILL)	500 L.F.
31.	30-INCH P.C. CONCRETE TRUCK APRON CURB	200 L.F.
32.	4-INCH P.C. CONCRETE SIDEWALK	23,000 S.F.
33.	HANDICAP RAMP	27 EA.
34.	15-FOOT P.C. CONCRETE INTERSECTION RADIUS	1 EA.
35.	20-FOOT P.C. CONCRETE INTERSECTION RADIUS	11 EA.
36.	30-FOOT P.C. CONCRETE INTERSECTION RADIUS	2 EA.
37.	4-FOOT P.C. CONCRETE VALLEY GUTTER	26 L.F.
38.	8-INCH P.C. STAMPED & COLORED CONCRETE	4,600 S.F.
39.	ADJUST EXISTING CURB STOP/METER PIT TO GRADE	9 EA.
40.	ADJUST EXISTING MANHOLE TO GRADE	2 EA.
41.	ADJUST WATER VALVE TO GRADE	5 EA.
42.	4-INCH WET REFLECTIVE PREFORMED PAVEMENT MARKING (YELLOW)	2,900 L.F.
43.	6-INCH WET REFLECTIVE PREFORMED PAVEMENT MARKING (WHITE)	100 L.F.
44.	12-INCH PREFORMED PAVEMENT MARKING (YELLOW)	50 L.F.
45.	12-INCH PREFORMED PAVEMENT MARKING (WHITE)	50 L.F.
46.	24-INCH PREFORMED PAVEMENT MARKING (WHITE)	260 L.F.
47.	TURN ARROW, PREFORMED PAVEMENT MARKING (WHITE)	2 EA.
48.	MULCHING & SEEDING	1 ACRE

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



ENGINEERS ♦ PLANNERS ♦ DESIGNERS ♦ LAND SURVEYORS
 PH: 308-635-1928 FAX: 308-635-7807 INTERNET: WWW.MCSCHAFF.COM

PROJECT: PAVING DISTRICT 312
12TH AVENUE &
WINTER CREEK DRIVE
SUMMARY OF QUANTITIES

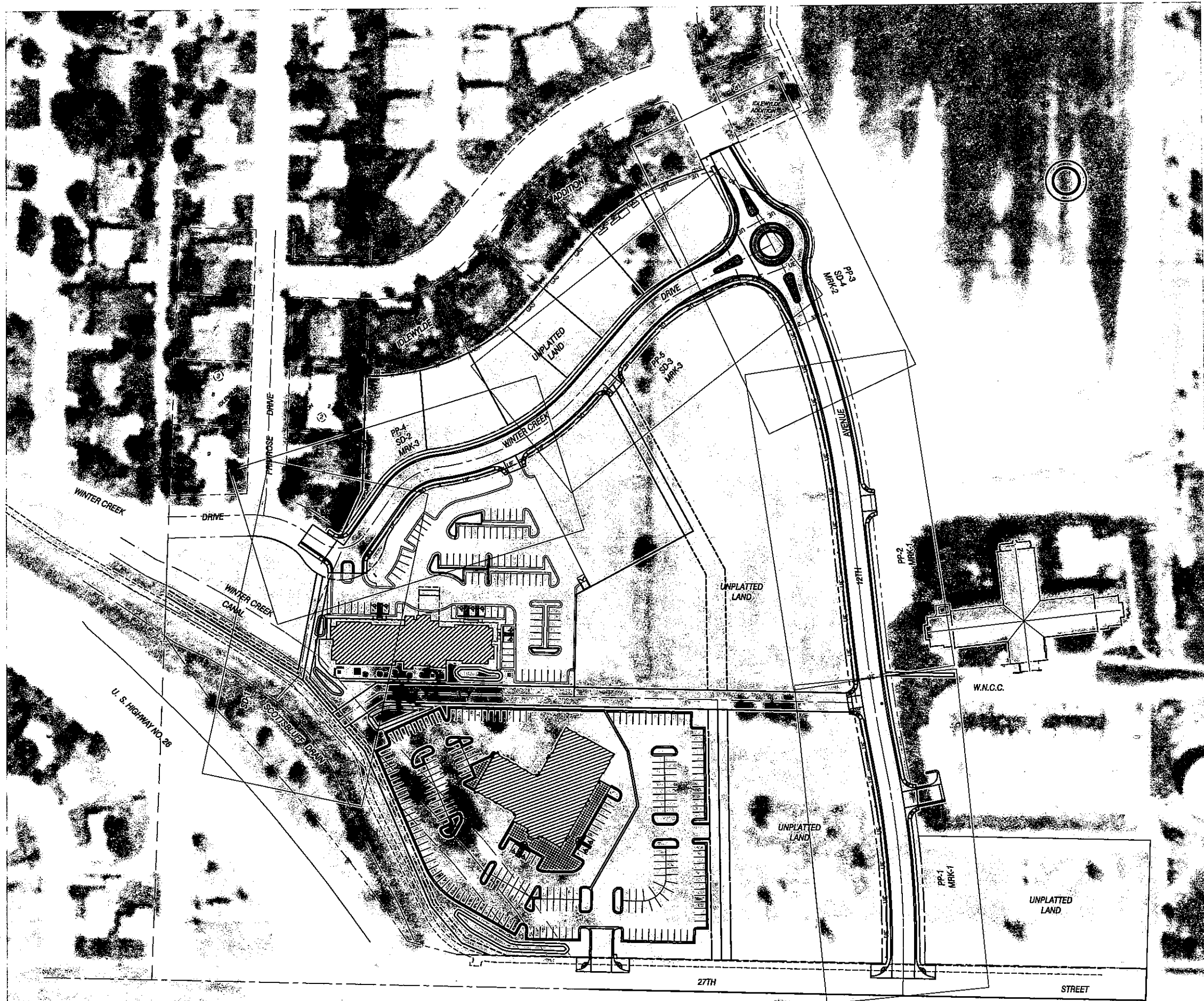
CLIENT: CITY OF SCOTTSBLUFF

PROJECT NUMBER:
 RM 140169-00
 PROJECT DATE:
 04-15-15
 PROJECT MGR:
 D.J.D.
 PROJECT TEAM:
 A.V./D.B./G.S.

SEAL

DATE	REVISION

SHEET 4 OF 32
25



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

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

PROJECT: PAVING DISTRICT 312
12TH AVENUE &
WINTER CREEK DRIVE
INDEX SHEET

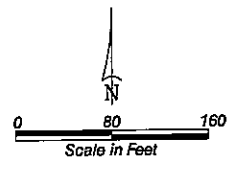
CLIENT: CITY OF SCOTTSBLUFF

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 04-15-15
PROJECT MGR:
 D.J.D.
PROJECT TEAM:
 A.V./D.B./G.S.

SEAL

DATE	REVISION

SHEET 5 OF 32
1-1



CALL BEFORE YOU DIG
 DIGGER'S HOTLINE
 811 or
 1-800-331-5666
 WWW.NE-DIGGERS.COM
 CALL 2 BUSINESS DAYS
 PRIOR TO ALL WORK

City of Scottsbluff, Nebraska

Monday, April 20, 2015

Regular Meeting

Item Consent4

Council to acknowledge receipt of the property damage claim from Esther DeOllos for up to \$491.02 for carpet damage due to a leaky water meter, and forward to the city's insurance carrier.

Staff Contact: Cindy Dickinson, City Clerk

Sept. 24-14

Cindy in April 2014 I noticed water on my wash room floor called City and repairman came out and replaced the meter in my wash room. He used a shop Vac. to pick up water. again in July I noticed the carpet was wet I called the city again repairman came checked everything and told ^{me} the pipes were not tightened so water was coming from there. He tightened up everything and all in working fine. But my carpet is ruined.

Thank you
Ettie J. DeAllos
710 Canal St.
Seb. Ne.

308. 635. 0729

RECEIVED SEP 26 2014

CR

Esther DeOllas

Total - \$491.02

256.53

Disposal - 40.00

Furniture move - 90.00

Takeup - 42.18

Instal - 84.35

Labour

034.49

15.34 tax

16.87 x 12.99 = 219.15

12 x 12.8 = 16.87

RECEIVED NOV 14 2014

1018 E. Overland • Scottsbluff, Nebraska • 308-632-2234

CLEMENS CARPET

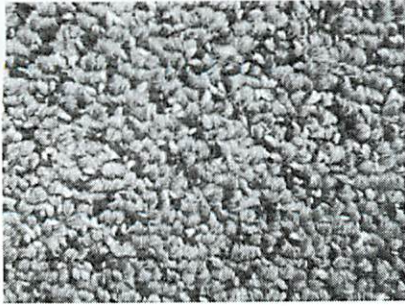
bid from Clemens -
will bring in another
bid from another supplier

Dedios
710 Canal St
S.C. Ne.

234.50 Carpet
251.50 labor
\$ 486.00

12.99 sq. yd. Carpet

RECEIVED MAR 10 2015
CA



Mohawk North Country II Level Loop Carpet 12 Ft Wide Price Starting At: **\$2.59** per square foot

Product Specifications:

Variation: Tropical Palm

Dimensions: 12' Wide

Model Number: MN147.671.1200.A

Menard SKU: 7807405

Online Availability

- Ship to Home
- Not eligible for Ship to Home

Ship to Store - Free!
11 days.

RECEIVED APR 07 2015

Store Availability

Special Order at SCOTTSBLUFF

Product Description

Colorstrand Solution Dyed Nylon is a premium branded 100% solution dyed Type 6 nylon fiber that is five times more resistant to fading than conventionally dyed nylons. In simple terms, this means that the yarn stays beautiful longer - and longer lasting carpet makes less impact on the environment. Manufactured using a process that consumes no water and no steam, Colorstrand Solution Dyed Nylon is all about sustainability.

- Action back
- 10 years wear warranty
- Includes: 10 year stain warranty
- Face weight: 28 oz
- Colorstrand Filament nylon w/ MPP
- 12' nominal width

Please Note: Prices, promotions, styles and availability may vary by store and online. While we do our best to provide accurate item availability information, we cannot guarantee in-stock status and availability as inventory is sold and received continuously throughout the day. Inventory last updated 3/12/2015 at 5:00am EST. Online orders and products purchased in-store qualify for rebate redemption. Rebates are provided in the form of a merchandise credit check which can only be used in a Menards store.

Menards
5106 Menard Drive
Eau Claire, WI, 54703, USA
customerservice@menardsoc.com

L.G. Installation \$600.00

Memo

Date: September 9, 2014
To: Cindy Dickinson, City Clerk
CC: Mark Bohl, Public Works Director
Jack Satur, Water System Supervisor
From: Vicky Thomason, Utilities Admin Coordinator
Re: Mr. and Mrs. Sam Deollos - 710 Canal Street – Meter Leak

I have visited with staff regarding the meter leak at 710 Canal St. and share the following information to support the three work records herewith.

On April 28, 2014 we received a call from the customer reporting a leak at the meter. Wes Wright, our serviceman said that the meter was housed inside a cabinet and the surface inside the cabinet appeared to be the cement floor. The floor inside the cabinet was damp and when removing the meter, the register on top was loose which had caused the leak. It's uncertain how long the meter had been leaking. Wes didn't recall the carpet being wet.

The meter was an old manual style that had been at this location for some time, so we upgraded it to a radio read meter. After the meter was changed, Wes checked the installation and everything appeared ok.

On July 14, 2014 we received another call reporting a meter leak. Our servicemen Dan Peterson and Mateo Morales responded to the call and found a meter spud loose which they tightened. Dan said a two to three foot area of carpet around the cabinet was wet.

Dan said the customer had items stored in the cabinet housing the meter. While it may not have been the cause of the leak, when a meter is located in an area where it can get bumped or turned, it can cause the spuds to loosen.

On August 4, 2014 the customer called to have us check for leaks due to high consumption. Our serviceman Bridger Twombly reread the meter, found no leaks in the home and verified the water meter wasn't leaking. Bridger did see a pattern on the carpet where water trailed away from the cabinet housing the meter.

CITY OF SCOTTSBLUFF WATER DEPARTMENT WORK RECORD



CALLER _____ CUSTOMER Steve relayed to Truck DATE Monday, April 28, 2014
 LOCATION 710 CANAL ST APPOINTMENT: _____
 WORK REQUEST: REPORTS A LEAK AT METER

Current Water Meter Information

MTR SIZE: 3/4 in mtr MTR TYPE: Manual
 MTR SN: 27912643 RADIO READ NO: _____
 RMT LOCAL: RMT E.
 LAST CHG DT: _____

Backflow Survey Information

5 YR RESURVEY 3/1/2010
 5 YR DUE DATE: 3/31/2010
 RESPONSE DATE: 5/6/2010

710 CANAL ST
 ORIG SURVEY DATE 10/1/2004
 RESPONSE DATE: 1/31/2005

Curb Box Location

STREET CANAL ST
 DIM1: 38'9"N
 DIM2: 9'W
 REFPOINT NEC OF HOUSE
 COMMENT _____

PRIVATE WELL: NO
 IS IT CONN TO CITY _____
 BFP ON WELL if Conn _____
 BOILER / HT PUMP NO
 TEST BFP ON HTR _____
 GRN HOSE/CONTAM NO
 IF YES, HAVE HBVB _____
 SOFTENER-RO UNIT NO
 PIPED DIRECT- SWR _____

POOL OR HOT TUB: NO
 BFP ON POOL/ TUB _____
 OR USE HOSE / FILL _____
 SPRINKLER SYSTEM YES
 TEST BFP ON SPR _____
 WELL - LAWN ONLY _____
 COMMENT: _____

COMPLETED BY: MS DEOLLOS

Partial Work History

DATE	DESCRIPTION OF WORK	COMMENT	BY
8/28/2004	TURN OFF FOR REPAIRS	WATER OFF	WADE
11/1/2010	CHECK METER	PR 087 MIS READ	BRANDON

METER - New Install OR Meter Change Information with this Work Request

IN METER: 5/8
 SIZE: 5/8 TYPE: ECR-RR
 SN: 42004556 Flex Pro MXU #: 19359342
 PR: 528
 RMT / TP (RR) LOCATION: East
 IS WATER ON? YES or NO _____

OUT METER: 5/8
 SIZE: 5/8 TYPE: ECR-R
 SN: 27912643 MXU #: _____
 PR: 681 REMOTE
 PR: 681 METER

IF METER WAS CHANGED DUE TO EQUIPMENT FAILURE OR DAMAGE, WHAT WENT WRONG? _____

WORK PERFORMED Changed out old meter to new one and Flex Pro old meter Had leak. Flex Pro RR 19359342



WORK PERFORMED BY: Wes DATE: 4-28-14



Job Date: 7/14/2014 8:00 AM
Job Code: MISC - MISCELLANEOUS
Group: UTILITIES
Staff: 1ST AVA

Service Order #: SO0002969
Job Action: Miscellaneous
Issued By: LANE ANDREAS
Requested By: SAM DEOLLOS

Location: 710 CANAL ST SCOTTSBLUFF NE 69361
Account: 020-3215-01 SAM DEOLLOS

Services

Service	Action	Current Meter #	Meter Serial #	C #	Scale	Last Read	Reading	New Meter #	Set Reading
WA - WATER	No Action	42004556	42004556	19359342	1	623			
Meter Location: FR-RMT E.									
SA - SANITATION	No Action					0 0			
SE - SEWER	No Action					0 0			
SW - STORMWAT	No Action					0 0			

Order Notes: CUSTOMER CALLED, SHE THINKS THE METER IS LEAKING. PLEASE CHECK

Completion Notes: PR 658 sand was loose tightend it

Completion Date: 7-14-14
Worked By: Mark / DAN
Approved By: _____

Service Order

City of Scottsbluff, NE



Job Date: 8/4/2014 3:00 PM
 Job Code: MISC - MISCELLANEOUS
 Group: UTILITIES
 Staff: 1ST AVA

Service Order #: SO0003281
 Job Action: Miscellaneous
 Issued By: SHERRYL GREEN
 Requested By: SAM DEOLLOS

Location: 710 CANAL ST SCOTTSBLUFF NE 69361
 Account: 020-3215-01 SAM DEOLLOS

Services

Service	Action	Current Meter #	Meter Serial #	C #	Scale	Last Read	Reading	New Meter #	Set Reading
WA - WATER	No Action	42004556	42004556	19359342	1	623			
Meter Location: FR-RMT E.									
SA - SANITATION	No Action					0 0			
SE - SEWER	No Action					0 0			
SW - STORMWAT	No Action					0 0			

Order Notes: CK FOR LEAKS, HIGH CONSUMPTION

*No leaks found @ present time Home owner
 called to have meter checked & carpet looked
 @ water stained found on wash room rug.
 308-635-0729 Deollos*

Completion Notes:

*8-4-14 - 701
 6-27-14 - 623*

Completion Date:

8-4-14

Worked By:

Bolger

Approved By:

City of Scottsbluff, Nebraska

Monday, April 20, 2015

Regular Meeting

Item Claims1

Regular claims

Staff Contact: Renae Griffiths, Finance Director



Expense Approval Report

By Vendor Name

Post Dates 4/7/2015 - 4/20/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00743 - 3M CENTER-TRAFFIC CONTROL					
Fund: 212 - TRANSPORTATION					
SUPP - HANDICAP STENCILS	DEPARTMENT SUPPLIES				600.00
				Fund 212 - TRANSPORTATION Total:	600.00
				Vendor 00743 - 3M CENTER-TRAFFIC CONTROL Total:	600.00
Vendor: 00393 - ACTION COMMUNICATIONS INC.					
Fund: 111 - GENERAL					
12 pager batteries	EQUIPMENT MAINTENANCE				228.00
EQP MTC	EQUIPMENT MAINTENANCE				114.00
EQUIP MAINT	EQUIPMENT MAINTENANCE				120.00
three radio parts	EQUIPMENT MAINTENANCE				75.00
ELC MTC	ELECTRICAL MAINTENANCE				85.00
repairs to 3rd ave. tornado siren	EQUIPMENT MAINTENANCE				162.51
				Fund 111 - GENERAL Total:	784.51
Fund: 621 - ENVIRONMENTAL SERVICES					
vehicle mtnc	VEHICLE MAINTENANCE				100.00
				Fund 621 - ENVIRONMENTAL SERVICES Total:	100.00
				Vendor 00393 - ACTION COMMUNICATIONS INC. Total:	884.51
Vendor: 06068 - AHLERS BAKING INC					
Fund: 111 - GENERAL					
DEPT SUPPL	DEPARTMENT SUPPLIES				59.99
				Fund 111 - GENERAL Total:	59.99
				Vendor 06068 - AHLERS BAKING INC Total:	59.99
Vendor: 05887 - ALLO COMMUNICATIONS,LLC					
Fund: 111 - GENERAL					
LOCAL TELEPHONE CHARGES	TELEPHONE				235.59
LOCAL TELEPHONE CHARGES	TELEPHONE				69.46
LOCAL TELEPHONE CHARGES	TELEPHONE				67.96
LOCAL TELEPHONE CHARGES	TELEPHONE				37.14
LOCAL TELEPHONE CHARGES	TELEPHONE				227.96
LOCAL TELEPHONE CHARGES	TELEPHONE				246.09
LOCAL TELEPHONE CHARGES	TELEPHONE				434.99
LOCAL TELEPHONE CHARGES	TELEPHONE				1,621.82
LOCAL TELEPHONE CHARGES	TELEPHONE				552.23
LOCAL TELEPHONE CHARGES	TELEPHONE				170.64
LOCAL TELEPHONE CHARGES	TELEPHONE				169.14
				Fund 111 - GENERAL Total:	3,833.02
Fund: 212 - TRANSPORTATION					
LOCAL TELEPHONE CHARGES	TELEPHONE				518.46
				Fund 212 - TRANSPORTATION Total:	518.46
Fund: 213 - CEMETERY					
LOCAL TELEPHONE CHARGES	TELEPHONE				69.46
				Fund 213 - CEMETERY Total:	69.46
Fund: 621 - ENVIRONMENTAL SERVICES					
LOCAL TELEPHONE CHARGES	TELEPHONE				194.91
				Fund 621 - ENVIRONMENTAL SERVICES Total:	194.91
Fund: 631 - WASTEWATER					
LOCAL TELEPHONE CHARGES	TELEPHONE				135.91
				Fund 631 - WASTEWATER Total:	135.91

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 641 - WATER					
LOCAL TELEPHONE CHARGES	TELEPHONE				102.68
					Fund 641 - WATER Total:
					102.68
Fund: 661 - STORMWATER					
LOCAL TELEPHONE CHARGES	TELEPHONE				33.23
					Fund 661 - STORMWATER Total:
					33.23
Fund: 721 - GIS SERVICES					
LOCAL TELEPHONE CHARGES	TELEPHONE				34.14
					Fund 721 - GIS SERVICES Total:
					34.14
					Vendor 05887 - ALLO COMMUNICATIONS,LLC Total:
					4,921.81
Vendor: 02118 - ANITA'S GREENSCAPING INC					
Fund: 216 - BUSINESS IMPROVEMENT					
BID CNTRCL SRVCS	CONTRACTUAL SERVICES				180.55
BID CNTRCL SRVCS	CONTRACTUAL SERVICES				155.56
BID CNTRCL SRVCS	CONTRACTUAL SERVICES				191.67
BID CNTRCL SRVCS	CONTRACTUAL SERVICES				111.12
					Fund 216 - BUSINESS IMPROVEMENT Total:
					638.90
Fund: 661 - STORMWATER					
STRM WTR CNTRCL SRVCS	CONTRACTUAL SERVICES				180.55
STRM WTR CNTRCL SRVCS	CONTRACTUAL SERVICES				47.22
					Fund 661 - STORMWATER Total:
					227.77
					Vendor 02118 - ANITA'S GREENSCAPING INC Total:
					866.67
Vendor: 06781 - ASSURITY LIFE INSURANCE CO					
Fund: 713 - CASH & INVESTMENT POOL					
LIFE INS EE	LIFE INS EE PAYABLE				34.36
					Fund 713 - CASH & INVESTMENT POOL Total:
					34.36
					Vendor 06781 - ASSURITY LIFE INSURANCE CO Total:
					34.36
Vendor: 09475 - ATLAS COPCO COMPRESSORS, LLC					
Fund: 631 - WASTEWATER					
EQUIPMENT	EQUIPMENT				1,849.58
EQUIPMENT	EQUIPMENT				12,741.35
					Fund 631 - WASTEWATER Total:
					14,590.93
					Vendor 09475 - ATLAS COPCO COMPRESSORS, LLC Total:
					14,590.93
Vendor: 00271 - B&C STEEL CORPORATION					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				7.56
					Fund 111 - GENERAL Total:
					7.56
Fund: 212 - TRANSPORTATION					
SUPP IRON	DEPARTMENT SUPPLIES				141.90
SHOP SUPP - IRON	DEPARTMENT SUPPLIES				90.10
					Fund 212 - TRANSPORTATION Total:
					232.00
					Vendor 00271 - B&C STEEL CORPORATION Total:
					239.56
Vendor: 00405 - BLUFFS SANITARY SUPPLY INC.					
Fund: 111 - GENERAL					
DEPT & JANIT SUPPL	DEPARTMENT SUPPLIES				70.69
DEPT & JANIT SUPPL	DEPARTMENT SUPPLIES				70.68
DEPT & JANIT SUPPL	JANITORIAL SUPPLIES				22.62
DEPT & JANIT SUPPL	JANITORIAL SUPPLIES				22.62
Jan sup	JANITORIAL SUPPLIES				107.45
Jan sup	JANITORIAL SUPPLIES				108.95
DEPT SUPPL	DEPARTMENT SUPPLIES				-37.19
DEPT SUPPL	DEPARTMENT SUPPLIES				-37.18
DEPT SUPPL	DEPARTMENT SUPPLIES				31.43
DEPT SUPPL	DEPARTMENT SUPPLIES				31.42
DEPT SUPPL	DEPARTMENT SUPPLIES				37.19

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
DEPT SUPPL	DEPARTMENT SUPPLIES				37.18
				Fund 111 - GENERAL Total:	465.86
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				50.98
				Fund 621 - ENVIRONMENTAL SERVICES Total:	50.98
				Vendor 00405 - BLUFFS SANITARY SUPPLY INC. Total:	516.84
Vendor: 00546 - BOHL, MARK					
Fund: 212 - TRANSPORTATION					
Training	BUSINESS TRAVEL				36.68
				Fund 212 - TRANSPORTATION Total:	36.68
				Vendor 00546 - BOHL, MARK Total:	36.68
Vendor: 08975 - BRIDGER TWOMBLY					
Fund: 641 - WATER					
School	SCHOOL & CONFERENCE				245.00
				Fund 641 - WATER Total:	245.00
				Vendor 08975 - BRIDGER TWOMBLY Total:	245.00
Vendor: 06553 - BRUNZ, BRANDI					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				45.00
				Fund 111 - GENERAL Total:	45.00
				Vendor 06553 - BRUNZ, BRANDI Total:	45.00
Vendor: 00735 - CAPITAL BUSINESS SYSTEMS INC.					
Fund: 111 - GENERAL					
Cont. srvc	CONTRACTUAL SERVICES				150.84
Equip Maint	EQUIPMENT MAINTENANCE				72.36
				Fund 111 - GENERAL Total:	223.20
				Vendor 00735 - CAPITAL BUSINESS SYSTEMS INC. Total:	223.20
Vendor: 00612 - CARLSON, DEBRA					
Fund: 111 - GENERAL					
Reimb	DEPARTMENT SUPPLIES				106.59
Reimb.	BUSINESS TRAVEL				10.85
				Fund 111 - GENERAL Total:	117.44
				Vendor 00612 - CARLSON, DEBRA Total:	117.44
Vendor: 00055 - CARR TRUMBULL LBR INC.					
Fund: 212 - TRANSPORTATION					
SUPP	DEPARTMENT SUPPLIES				15.70
				Fund 212 - TRANSPORTATION Total:	15.70
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				-3.21
DEPT SUP	DEPARTMENT SUPPLIES				37.84
				Fund 641 - WATER Total:	34.63
				Vendor 00055 - CARR TRUMBULL LBR INC. Total:	50.33
Vendor: 07911 - CELLCO PARTNERSHIP					
Fund: 111 - GENERAL					
data motem t-1	CELLULAR PHONE				25.02
				Fund 111 - GENERAL Total:	25.02
Fund: 212 - TRANSPORTATION					
ON CALL CELL PHONE	TELEPHONE				16.98
				Fund 212 - TRANSPORTATION Total:	16.98
Fund: 631 - WASTEWATER					
CELL PHONE USE	CELLULAR PHONE				47.53
				Fund 631 - WASTEWATER Total:	47.53

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 641 - WATER					
CELL PHONE USE	CELLULAR PHONE				82.46
					82.46
Fund 641 - WATER Total:					82.46
Vendor 07911 - CELLCO PARTNERSHIP Total:					171.99
Vendor: 00363 - CEMENTER'S INC					
Fund: 212 - TRANSPORTATION					
CONCRETE FOR PARKING LOT #...	STREET MAINTENANCE				725.00
					725.00
Fund 212 - TRANSPORTATION Total:					725.00
Vendor 00363 - CEMENTER'S INC Total:					725.00
Vendor: 00595 - CENTRAL TECHNICAL COMMUNITY					
Fund: 111 - GENERAL					
class fees for Glenn	SCHOOL & CONFERENCE				75.00
					75.00
Fund 111 - GENERAL Total:					75.00
Vendor 00595 - CENTRAL TECHNICAL COMMUNITY Total:					75.00
Vendor: 07250 - CHRIS REYES					
Fund: 111 - GENERAL					
DEPT SUPPL	DEPARTMENT SUPPLIES				158.00
DEPT SUPPL	DEPARTMENT SUPPLIES				161.00
					319.00
Fund 111 - GENERAL Total:					319.00
Vendor 07250 - CHRIS REYES Total:					319.00
Vendor: 02396 - CITIBANK N.A.					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				49.99
POSTAGE	POSTAGE				23.24
					73.23
Fund 111 - GENERAL Total:					73.23
Fund: 212 - TRANSPORTATION					
SUPP	DEPARTMENT SUPPLIES				239.66
CREDIT ON TAX CHARGED	DEPARTMENT SUPPLIES				-15.68
SUPP	DEPARTMENT SUPPLIES				67.99
SUPP	DEPARTMENT SUPPLIES				19.99
					311.96
Fund 212 - TRANSPORTATION Total:					311.96
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				86.40
					86.40
Fund 631 - WASTEWATER Total:					86.40
Vendor 02396 - CITIBANK N.A. Total:					471.59
Vendor: 05859 - CITIBANK, N.A.					
Fund: 212 - TRANSPORTATION					
SUPP	DEPARTMENT SUPPLIES				125.95
					125.95
Fund 212 - TRANSPORTATION Total:					125.95
Fund: 213 - CEMETERY					
DEP SUP	DEPARTMENT SUPPLIES				16.00
					16.00
Fund 213 - CEMETERY Total:					16.00
Vendor 05859 - CITIBANK, N.A. Total:					141.95
Vendor: 00484 - CITY OF GERING					
Fund: 621 - ENVIRONMENTAL SERVICES					
disposal fees	DISPOSAL FEES				42,030.64
					42,030.64
Fund 621 - ENVIRONMENTAL SERVICES Total:					42,030.64
Vendor 00484 - CITY OF GERING Total:					42,030.64
Vendor: 00367 - CITY OF SCB					
Fund: 111 - GENERAL					
POSTAGE	POSTAGE				25.90
					25.90
Fund 111 - GENERAL Total:					25.90
Vendor 00367 - CITY OF SCB Total:					25.90

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 01976 - CLARK PRINTING LLC					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				248.90
					Fund 111 - GENERAL Total:
					248.90
					Vendor 01976 - CLARK PRINTING LLC Total:
					248.90
Vendor: 00706 - COMPUTER CONNECTION INC					
Fund: 111 - GENERAL					
RENT-MACHINE	RENT-MACHINES				58.84
					Fund 111 - GENERAL Total:
					58.84
					Vendor 00706 - COMPUTER CONNECTION INC Total:
					58.84
Vendor: 00267 - CONTRACTORS MATERIALS INC.					
Fund: 212 - TRANSPORTATION					
SUPP	DEPARTMENT SUPPLIES				8.42
					Fund 212 - TRANSPORTATION Total:
					8.42
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				186.65
DEPT SUP	DEPARTMENT SUPPLIES				16.77
					Fund 641 - WATER Total:
					203.42
					Vendor 00267 - CONTRACTORS MATERIALS INC. Total:
					211.84
Vendor: 06564 - CREDIT MANAGEMENT SERVICES INC.					
Fund: 713 - CASH & INVESTMENT POOL					
WAGE ATT	WAGE ATTACHMENT EE PAY				191.40
					Fund 713 - CASH & INVESTMENT POOL Total:
					191.40
					Vendor 06564 - CREDIT MANAGEMENT SERVICES INC. Total:
					191.40
Vendor: 00295 - CULLIGAN OF SCOTTSBLUFF					
Fund: 111 - GENERAL					
Dep sup	DEPARTMENT SUPPLIES				99.60
					Fund 111 - GENERAL Total:
					99.60
					Vendor 00295 - CULLIGAN OF SCOTTSBLUFF Total:
					99.60
Vendor: 07689 - CYNTHIA GREEN					
Fund: 111 - GENERAL					
DEPT SUPPL	DEPARTMENT SUPPLIES				141.80
Dept Supp	DEPARTMENT SUPPLIES				17.70
DEPT SUP	DEPARTMENT SUPPLIES				5.59
					Fund 111 - GENERAL Total:
					165.09
					Vendor 07689 - CYNTHIA GREEN Total:
					165.09
Vendor: 00234 - D & H ELECTRONICS INC.					
Fund: 111 - GENERAL					
EQUIP MAINT	EQUIPMENT MAINTENANCE				9.35
EQUIP MAINT	EQUIPMENT MAINTENANCE				172.95
					Fund 111 - GENERAL Total:
					182.30
					Vendor 00234 - D & H ELECTRONICS INC. Total:
					182.30
Vendor: 03321 - DALE'S TIRE & RETREADING, INC.					
Fund: 111 - GENERAL					
VEH MTC	VEHICLE MAINTENANCE				15.00
EQP MTC	EQUIPMENT MAINTENANCE				186.00
EQP MTC	EQUIPMENT MAINTENANCE				14.29
					Fund 111 - GENERAL Total:
					215.29
Fund: 621 - ENVIRONMENTAL SERVICES					
vehicle mtnc	VEHICLE MAINTENANCE				1,404.79
					Fund 621 - ENVIRONMENTAL SERVICES Total:
					1,404.79

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 641 - WATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				267.13
					Fund 641 - WATER Total:
					267.13
					Vendor 03321 - DALE'S TIRE & RETREADING, INC. Total:
					1,887.21
Vendor: 07421 - DUANE E. WOHLERS					
Fund: 621 - ENVIRONMENTAL SERVICES					
disposal fees	DISPOSAL FEES				800.00
					Fund 621 - ENVIRONMENTAL SERVICES Total:
					800.00
					Vendor 07421 - DUANE E. WOHLERS Total:
					800.00
Vendor: 02460 - FASTENAL COMPANY					
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				23.59
					Fund 621 - ENVIRONMENTAL SERVICES Total:
					23.59
					Vendor 02460 - FASTENAL COMPANY Total:
					23.59
Vendor: 00548 - FEDERAL EXPRESS CORPORATION					
Fund: 111 - GENERAL					
SHIPPING - RECRUITMENT MAT...	RECRUITMENT				9.75
POSTAGE	POSTAGE				56.03
					Fund 111 - GENERAL Total:
					65.78
Fund: 641 - WATER					
POSTAGE	POSTAGE				166.41
POSTAGE	POSTAGE				846.63
					Fund 641 - WATER Total:
					1,013.04
					Vendor 00548 - FEDERAL EXPRESS CORPORATION Total:
					1,078.82
Vendor: 00794 - FLOYD'S TRUCK CENTER, INC					
Fund: 621 - ENVIRONMENTAL SERVICES					
vehicle mtnc	VEHICLE MAINTENANCE				535.50
vehicle mtnc	VEHICLE MAINTENANCE				418.53
					Fund 621 - ENVIRONMENTAL SERVICES Total:
					954.03
Fund: 631 - WASTEWATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				722.02
					Fund 631 - WASTEWATER Total:
					722.02
					Vendor 00794 - FLOYD'S TRUCK CENTER, INC Total:
					1,676.05
Vendor: 00022 - GENERAL ELECTRIC CAPITAL CORPORATION					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				60.03
DEP SUP	DEPARTMENT SUPPLIES				18.94
Dep sup	DEPARTMENT SUPPLIES				41.52
DEPT SUPPL/EQUIP MAINT	DEPARTMENT SUPPLIES				8.18
DEPT SUPPL/EQUIP MAINT	DEPARTMENT SUPPLIES				26.70
DEPT SUPPL/EQUIP MAINT	DEPARTMENT SUPPLIES				75.16
DEPT SUPPL/EQUIP MAINT	DEPARTMENT SUPPLIES				8.18
DEPT SUPPL/EQUIP MAINT	EQUIPMENT MAINTENANCE				256.92
EQUIP MAINT	EQUIPMENT MAINTENANCE				35.76
					Fund 111 - GENERAL Total:
					531.39
					Vendor 00022 - GENERAL ELECTRIC CAPITAL CORPORATION Total:
					531.39
Vendor: 00602 - GENERAL TRAFFIC CONTROLS, INC					
Fund: 212 - TRANSPORTATION					
DETECTOR CARD FOR TRAFFIC S...	DEPARTMENT SUPPLIES				650.00
REPAIR CAMERA FOR TRAFFIC S...	DEPARTMENT SUPPLIES				176.18
					Fund 212 - TRANSPORTATION Total:
					826.18
					Vendor 00602 - GENERAL TRAFFIC CONTROLS, INC Total:
					826.18

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 06671 - H D SUPPLY WATERWORKS LTD					
Fund: 641 - WATER					
METERS	METERS				664.65
				Fund 641 - WATER Total:	664.65
				Vendor 06671 - H D SUPPLY WATERWORKS LTD Total:	664.65
Vendor: 04371 - HAWKINS, INC.					
Fund: 641 - WATER					
CHEMICALS	CHEMICALS				2,021.55
				Fund 641 - WATER Total:	2,021.55
				Vendor 04371 - HAWKINS, INC. Total:	2,021.55
Vendor: 00861 - HEILBRUN'S INC.					
Fund: 111 - GENERAL					
VEH MAINT	VEHICLE MAINTENANCE				187.89
VEH MAINT	VEHICLE MAINTENANCE				219.92
VEH MAINT	VEHICLE MAINTENANCE				18.53
VEH MAINT	VEHICLE MAINTENANCE				16.48
				Fund 111 - GENERAL Total:	442.82
Fund: 212 - TRANSPORTATION					
PARTS FOR PAINT STRIPER	EQUIPMENT MAINTENANCE				15.98
PARTS FOR D. TRUCK	VEHICLE MAINTENANCE				45.86
PARTS FOR D. TRUCK	VEHICLE MAINTENANCE				63.18
FILTERS FOR SWEEPER	EQUIPMENT MAINTENANCE				42.68
FILTER FOR SWEEPER	EQUIPMENT MAINTENANCE				5.70
				Fund 212 - TRANSPORTATION Total:	173.40
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				2,058.14
				Fund 621 - ENVIRONMENTAL SERVICES Total:	2,058.14
Fund: 631 - WASTEWATER					
VEH MAINT	VEHICLE MAINTENANCE				98.73
VEH MAINT	VEHICLE MAINTENANCE				52.92
DEPT SUP	DEPARTMENT SUPPLIES				75.60
				Fund 631 - WASTEWATER Total:	227.25
Fund: 641 - WATER					
VEH MAINT	VEHICLE MAINTENANCE				89.52
				Fund 641 - WATER Total:	89.52
				Vendor 00861 - HEILBRUN'S INC. Total:	2,991.13
Vendor: 00105 - HENKEL'S MACHINE AND WELDING					
Fund: 631 - WASTEWATER					
VEH MAINT	VEHICLE MAINTENANCE				50.00
				Fund 631 - WASTEWATER Total:	50.00
				Vendor 00105 - HENKEL'S MACHINE AND WELDING Total:	50.00
Vendor: 00027 - HOLIDAY INN - MID TOWN					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				166.00
				Fund 111 - GENERAL Total:	166.00
				Vendor 00027 - HOLIDAY INN - MID TOWN Total:	166.00
Vendor: 00299 - HULLINGER GLASS & LOCKS INC.					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				18.50
				Fund 111 - GENERAL Total:	18.50
Fund: 218 - PUBLIC SAFETY					
CIP-PO SUPPLIES	DEPARTMENT SUPPLIES				92.25
				Fund 218 - PUBLIC SAFETY Total:	92.25
				Vendor 00299 - HULLINGER GLASS & LOCKS INC. Total:	110.75

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount	
Vendor: 08793 - HYDRONIC WATER MANAGEMENT						
Fund: 111 - GENERAL						
Equip main	EQUIPMENT MAINTENANCE				725.00	
					Fund 111 - GENERAL Total:	725.00
					Vendor 08793 - HYDRONIC WATER MANAGEMENT Total:	725.00
Vendor: 00166 - 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 00166 - ICMA RETIREMENT TRUST-457 Total:	1,325.14
Vendor: 00525 - IDEAL LAUNDRY AND CLEANERS, INC.						
Fund: 111 - GENERAL						
UNIFORMS	UNIFORMS & CLOTHING				96.39	
UNIFORMS	UNIFORMS & CLOTHING				96.39	
UNIFORMS	UNIFORMS & CLOTHING				96.39	
UNIFORMS	UNIFORMS & CLOTHING				96.39	
Jan sup	JANITORIAL SUPPLIES				76.62	
Jan sup	JANITORIAL SUPPLIES				76.62	
					Fund 111 - GENERAL Total:	538.80
Fund: 212 - TRANSPORTATION						
SUPP	DEPARTMENT SUPPLIES				68.13	
SUPP	DEPARTMENT SUPPLIES				43.53	
					Fund 212 - TRANSPORTATION Total:	111.66
Fund: 621 - ENVIRONMENTAL SERVICES						
dept supplies	DEPARTMENT SUPPLIES				190.78	
					Fund 621 - ENVIRONMENTAL SERVICES Total:	190.78
Fund: 641 - WATER						
CONTRACTUAL SVC	CONTRACTUAL SERVICES				23.39	
					Fund 641 - WATER Total:	23.39
					Vendor 00525 - IDEAL LAUNDRY AND CLEANERS, INC. Total:	864.63
Vendor: 00937 - INDEPENDENT PLUMBING AND HEATING, INC						
Fund: 111 - GENERAL						
GRD MTC	GROUNDS MAINTENANCE				271.77	
CON SRV	CONTRACTUAL SERVICES				104.17	
GRD MTC	GROUNDS MAINTENANCE				67.49	
GRD MTC	GROUNDS MAINTENANCE				0.84	
GRD MTC	GROUNDS MAINTENANCE				42.30	
GRD MTC	GROUNDS MAINTENANCE				70.96	
GRD MTC	GROUNDS MAINTENANCE				12.30	
GRD MTC	GROUNDS MAINTENANCE				10.66	
					Fund 111 - GENERAL Total:	580.49
					Vendor 00937 - INDEPENDENT PLUMBING AND HEATING, INC Total:	580.49
Vendor: 09291 - INGRAM LIBRARY SERVICES INC						
Fund: 211 - REGIONAL LIBRARY						
Bks	BOOKS				135.24	
Bks	BOOKS				35.30	
					Fund 211 - REGIONAL LIBRARY Total:	170.54
					Vendor 09291 - INGRAM LIBRARY SERVICES INC Total:	170.54
Vendor: 08154 - INTERNAL REVENUE SERVICE						
Fund: 713 - CASH & INVESTMENT POOL						
PYRL W/H TAXES	MEDICARE W/H EE PAYABLE				3,906.46	
PYRL W/H TAXES	FICA W/H EE PAYABLE				14,651.03	
PYRL W/H TAXES	FED W/H EE PAYABLE				30,930.67	
PYRL W/H TAXES	MEDICARE W/H ER PAYABLE				3,906.46	

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
PYRL W/H TAXES	FICA W/H ER PAYABLE				14,651.03
				Fund 713 - CASH & INVESTMENT POOL Total:	68,045.65
				Vendor 08154 - INTERNAL REVENUE SERVICE Total:	68,045.65
Vendor: 00806 - INTERNATIONAL ASSOCIATION OF ELECTRICAL INSPECTORS					
Fund: 111 - GENERAL					
DEPT MMBRSHP	MEMBERSHIPS				102.00
				Fund 111 - GENERAL Total:	102.00
				Vendor 00806 - INTERNATIONAL ASSOCIATION OF ELECTRICAL INSPECTORS Total:	102.00
Vendor: 08525 - INTRALINKS, INC					
Fund: 111 - GENERAL					
SUPPLIES	DEPARTMENT SUPPLIES				3,001.44
DEPT SUPPLIES	DEPARTMENT SUPPLIES				37.50
				Fund 111 - GENERAL Total:	3,038.94
				Vendor 08525 - INTRALINKS, INC Total:	3,038.94
Vendor: 08642 - JEROLD E. HIGEL					
Fund: 212 - TRANSPORTATION					
TRAFFIC SIGNAL & CONTROLLER...	ELECTRICAL MAINTENANCE				1,681.26
				Fund 212 - TRANSPORTATION Total:	1,681.26
				Vendor 08642 - JEROLD E. HIGEL Total:	1,681.26
Vendor: 06131 - JOHN DEERE FINANCIAL					
Fund: 111 - GENERAL					
EQP MTC	EQUIPMENT MAINTENANCE				6.49
DEP SUP	DEPARTMENT SUPPLIES				32.98
				Fund 111 - GENERAL Total:	39.47
				Vendor 06131 - JOHN DEERE FINANCIAL Total:	39.47
Vendor: 08067 - JOHN DEERE FINANCIAL					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				34.78
DEP SUP	DEPARTMENT SUPPLIES				15.99
GRD MTC	GROUNDS MAINTENANCE				15.99
				Fund 111 - GENERAL Total:	66.76
				Vendor 08067 - JOHN DEERE FINANCIAL Total:	66.76
Vendor: 09474 - JOHN DEERE FINANCIAL					
Fund: 215 - SPECIAL PROJECTS					
MOWER	DEPARTMENT SUPPLIES				1,106.77
MOWER	DEPARTMENT SUPPLIES				792.23
				Fund 215 - SPECIAL PROJECTS Total:	1,899.00
				Vendor 09474 - JOHN DEERE FINANCIAL Total:	1,899.00
Vendor: 00857 - JOHNSON CASHWAY LUMBER CO					
Fund: 111 - GENERAL					
GRD MTC	GROUNDS MAINTENANCE				1,230.88
				Fund 111 - GENERAL Total:	1,230.88
				Vendor 00857 - JOHNSON CASHWAY LUMBER CO Total:	1,230.88
Vendor: 00395 - KOIS BROTHERS EQUIPMENT CO INC					
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				475.00
				Fund 621 - ENVIRONMENTAL SERVICES Total:	475.00
				Vendor 00395 - KOIS BROTHERS EQUIPMENT CO INC Total:	475.00
Vendor: 00639 - KRIZ-DAVIS COMPANY					
Fund: 111 - GENERAL					
bulb for PSB	BUILDING MAINTENANCE				38.19
				Fund 111 - GENERAL Total:	38.19
				Vendor 00639 - KRIZ-DAVIS COMPANY Total:	38.19

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT					
Fund: 111 - GENERAL					
WC PREMIUM	WORKERS COMPENSATION				6.88
WC PREMIUM	WORKERS COMPENSATION				212.89
WC PREMIUM	WORKERS COMPENSATION				2,990.19
WC PREMIUM	WORKERS COMPENSATION				2,145.49
WC PREMIUM	WORKERS COMPENSATION				28.35
WC PREMIUM	WORKERS COMPENSATION				434.16
WC PREMIUM	WORKERS COMPENSATION				282.50
Fund 111 - GENERAL Total:					6,100.46
Fund: 212 - TRANSPORTATION					
WC PREMIUM	WORKERS COMPENSATION				1,103.93
Fund 212 - TRANSPORTATION Total:					1,103.93
Fund: 213 - CEMETERY					
WC PREMIUM	WORKERS COMPENSATION				148.03
Fund 213 - CEMETERY Total:					148.03
Fund: 621 - ENVIRONMENTAL SERVICES					
WC PREMIUM	WORKERS COMPENSATION				1,280.26
Fund 621 - ENVIRONMENTAL SERVICES Total:					1,280.26
Fund: 631 - WASTEWATER					
WC PREMIUM	WORKERS COMPENSATION				305.42
Fund 631 - WASTEWATER Total:					305.42
Fund: 641 - WATER					
WC PREMIUM	WORKERS COMPENSATION				652.82
Fund 641 - WATER Total:					652.82
Fund: 721 - GIS SERVICES					
WC PREMIUM	WORKERS COMPENSATION				3.81
Fund 721 - GIS SERVICES Total:					3.81
Vendor 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT Total:					9,594.73
Vendor: 00300 - LEAGUE OF NEBRASKA MUNICIPALITIES					
Fund: 111 - GENERAL					
CONFERENCE - JOHNSON & KU...	SCHOOL & CONFERENCE				190.00
Fund 111 - GENERAL Total:					190.00
Vendor 00300 - LEAGUE OF NEBRASKA MUNICIPALITIES Total:					190.00
Vendor: 05578 - LEXISNEXIS RISK DATA MANAGMENT INC					
Fund: 111 - GENERAL					
CONSULTING	CONSULTING SERVICES				100.00
Fund 111 - GENERAL Total:					100.00
Vendor 05578 - LEXISNEXIS RISK DATA MANAGMENT INC Total:					100.00
Vendor: 00242 - M.C. SCHAFF & ASSOCIATES, INC					
Fund: 641 - WATER					
WATER MAIN PROJECT	ENGINEERING/DESIGN				20,472.00
Fund 641 - WATER Total:					20,472.00
Vendor 00242 - M.C. SCHAFF & ASSOCIATES, INC Total:					20,472.00
Vendor: 06160 - MADER, PERRY					
Fund: 111 - GENERAL					
School/Conf	SCHOOL & CONFERENCE				63.00
Fund 111 - GENERAL Total:					63.00
Vendor 06160 - MADER, PERRY Total:					63.00
Vendor: 08190 - MADISON NATIONAL LIFE					
Fund: 111 - GENERAL					
INS-LIFE&DIS	DISABILITY INSURANCE				381.20
Fund 111 - GENERAL Total:					381.20
Fund: 713 - CASH & INVESTMENT POOL					
INS-LIFE&DIS	LIFE INS EE PAYABLE				38.68

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
INS-LIFE&DIS	DIS INC INS EE PAYABLE				641.93
INS-LIFE&DIS	LIFE INS ER PAYABLE				774.43
Fund 713 - CASH & INVESTMENT POOL Total:					1,455.04
Vendor 08190 - MADISON NATIONAL LIFE Total:					1,836.24
Vendor: 00336 - MARIE'S EMBROIDERY					
Fund: 111 - GENERAL					
UNIFORMS	UNIFORMS & CLOTHING				20.50
Fund 111 - GENERAL Total:					20.50
Vendor 00336 - MARIE'S EMBROIDERY Total:					20.50
Vendor: 09495 - MATEO MORALES					
Fund: 641 - WATER					
School	SCHOOL & CONFERENCE				165.00
Fund 641 - WATER Total:					165.00
Vendor 09495 - MATEO MORALES Total:					165.00
Vendor: 08317 - MATHESON TRI-GAS INC					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				149.01
Fund 111 - GENERAL Total:					149.01
Vendor 08317 - MATHESON TRI-GAS INC Total:					149.01
Vendor: 07628 - MENARDS, INC					
Fund: 111 - GENERAL					
paint supplies for PSB bollards	BUILDING MAINTENANCE				102.86
GRD MTC	GROUNDS MAINTENANCE				29.88
Dep sup	DEPARTMENT SUPPLIES				19.96
DEP SUP	DEPARTMENT SUPPLIES				30.46
supplies - nozzles	DEPARTMENT SUPPLIES				38.94
VEH MTC	VEHICLE MAINTENANCE				2.58
GRD MTC	GROUNDS MAINTENANCE				49.98
Fund 111 - GENERAL Total:					274.66
Fund: 212 - TRANSPORTATION					
SUPP	DEPARTMENT SUPPLIES				19.93
SUPP	DEPARTMENT SUPPLIES				23.38
Fund 212 - TRANSPORTATION Total:					43.31
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				41.28
dept supplies	DEPARTMENT SUPPLIES				79.96
dept supplies	DEPARTMENT SUPPLIES				12.89
Fund 621 - ENVIRONMENTAL SERVICES Total:					134.13
Vendor 07628 - MENARDS, INC Total:					452.10
Vendor: 00552 - MIDLANDS NEWSPAPERS, INC					
Fund: 111 - GENERAL					
Sbscrp	SUBSCRIPTIONS				25.00
Fund 111 - GENERAL Total:					25.00
Vendor 00552 - MIDLANDS NEWSPAPERS, INC Total:					25.00
Vendor: 00705 - MIDLANDS NEWSPAPERS, INC					
Fund: 111 - GENERAL					
LEGAL PUB	LEGAL PUBLICATIONS				17.56
Legal Pub	LEGAL PUBLICATIONS				421.04
Legal Pub	LEGAL PUBLICATIONS				119.32
Legal Pub	LEGAL PUBLICATIONS				12.59
Legal Pub	RECRUITMENT				1,229.55
Fund 111 - GENERAL Total:					1,800.06
Fund: 212 - TRANSPORTATION					
Legal Pub	LEGAL PUBLICATIONS				109.22
Fund 212 - TRANSPORTATION Total:					109.22

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 224 - ECONOMIC DEVELOPMENT					
Legal Pub	PUBLICATIONS				16.03
					16.03
Fund 224 - ECONOMIC DEVELOPMENT Total:					16.03
Fund: 621 - ENVIRONMENTAL SERVICES					
Legal Pub	LEGAL PUBLICATIONS				61.96
					61.96
Fund 621 - ENVIRONMENTAL SERVICES Total:					61.96
Vendor 00705 - MIDLANDS NEWSPAPERS, INC Total:					1,987.27
Vendor: 06145 - MIDWEST MOTOR SUPPLY CO INC					
Fund: 212 - TRANSPORTATION					
SAFETY GLASSES	UNIFORMS & CLOTHING				48.42
SAFETY GLASSES	UNIFORMS & CLOTHING				112.98
					161.40
Fund 212 - TRANSPORTATION Total:					161.40
Vendor 06145 - MIDWEST MOTOR SUPPLY CO INC Total:					161.40
Vendor: 09010 - MOWER SHOP, THE					
Fund: 213 - CEMETERY					
EQP MTC	EQUIPMENT MAINTENANCE				4.26
					4.26
Fund 213 - CEMETERY Total:					4.26
Vendor 09010 - MOWER SHOP, THE Total:					4.26
Vendor: 00490 - MUNICIPAL SUPPLY INC. OF NEBRASKA					
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				2,119.62
					2,119.62
Fund 641 - WATER Total:					2,119.62
Vendor 00490 - MUNICIPAL SUPPLY INC. OF NEBRASKA Total:					2,119.62
Vendor: 04082 - NE CHILD SUPPORT PAYMENT CENTER					
Fund: 713 - CASH & INVESTMENT POOL					
NE CHILD SUPPORT PYBLE	CHILD SUPPORT EE PAY				1,814.68
					1,814.68
Fund 713 - CASH & INVESTMENT POOL Total:					1,814.68
Vendor 04082 - NE CHILD SUPPORT PAYMENT CENTER Total:					1,814.68
Vendor: 00797 - NE DEPT OF REVENUE					
Fund: 713 - CASH & INVESTMENT POOL					
WAGE ATT	WAGE ATTACHMENT EE PAY				50.00
					50.00
Fund 713 - CASH & INVESTMENT POOL Total:					50.00
Vendor 00797 - NE DEPT OF REVENUE Total:					50.00
Vendor: 00253 - NEBRASKA RURAL WATER ASSOCIATION					
Fund: 641 - WATER					
SCHOOL & CONF	SCHOOL & CONFERENCE				375.00
					375.00
Fund 641 - WATER Total:					375.00
Vendor 00253 - NEBRASKA RURAL WATER ASSOCIATION Total:					375.00
Vendor: 00402 - NEBRASKA MACHINERY CO					
Fund: 212 - TRANSPORTATION					
PARTS FOR BACKHOE	EQUIPMENT MAINTENANCE				60.84
					60.84
Fund 212 - TRANSPORTATION Total:					60.84
Vendor 00402 - NEBRASKA MACHINERY CO Total:					60.84
Vendor: 09359 - NEBRASKA PRINTWORKS, LLC					
Fund: 641 - WATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				279.38
CONTRACTUAL SVC	CONTRACTUAL SERVICES				560.77
					840.15
Fund 641 - WATER Total:					840.15
Vendor 09359 - NEBRASKA PRINTWORKS, LLC Total:					840.15
Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT					
Fund: 111 - GENERAL					
Electric	ELECTRICITY				429.82
Electric	ELECTRICITY				557.64
Electric	ELECTRICITY				158.92

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Electric	ELECTRICITY				557.64
Electric	ELECTRICITY				88.72
Electric	ELECTRICITY				1,917.87
Electric	ELECTRICITY				37.89
Electric	ELECTRICITY				2,568.68
Electric	ELECTRICITY				1,604.86
Electric	STREET LIGHTS				100.40
Fund 111 - GENERAL Total:					8,022.44
Fund: 212 - TRANSPORTATION					
Electric	ELECTRICITY				769.53
Electric	ELECTRIC POWER				1,814.34
Electric	STREET LIGHTS				28,003.32
Fund 212 - TRANSPORTATION Total:					30,587.19
Fund: 213 - CEMETERY					
Electric	ELECTRICITY				440.88
Fund 213 - CEMETERY Total:					440.88
Fund: 216 - BUSINESS IMPROVEMENT					
Electric	STREET LIGHTS				85.42
Fund 216 - BUSINESS IMPROVEMENT Total:					85.42
Fund: 621 - ENVIRONMENTAL SERVICES					
Electric	ELECTRICITY				711.99
Fund 621 - ENVIRONMENTAL SERVICES Total:					711.99
Fund: 631 - WASTEWATER					
Electric	ELECTRICITY				1,419.63
Electric	ELECTRIC POWER				217.69
Fund 631 - WASTEWATER Total:					1,637.32
Fund: 641 - WATER					
Electric	ELECTRICITY				232.59
Electric	ELECTRIC POWER				462.83
Fund 641 - WATER Total:					695.42
Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:					42,180.66
Vendor: 02461 - NEBRASKA SOCIETY OF CPA'S					
Fund: 111 - GENERAL					
MEMBERSHIP DUES	MEMBERSHIPS				130.00
Fund 111 - GENERAL Total:					130.00
Vendor 02461 - NEBRASKA SOCIETY OF CPA'S Total:					130.00
Vendor: 04198 - NEBRASKALAND TIRE, INC					
Fund: 111 - GENERAL					
VEH MAINT	VEHICLE MAINTENANCE				294.88
VEH MAINT	VEHICLE MAINTENANCE				14.50
VEH MAINT	VEHICLE MAINTENANCE				14.50
Fund 111 - GENERAL Total:					323.88
Vendor 04198 - NEBRASKALAND TIRE, INC Total:					323.88
Vendor: 00316 - NELSON ELECTRIC MOTOR SERVICE, INC					
Fund: 631 - WASTEWATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				87.18
Fund 631 - WASTEWATER Total:					87.18
Vendor 00316 - NELSON ELECTRIC MOTOR SERVICE, INC Total:					87.18
Vendor: 09409 - NETWORKFLEET, INC					
Fund: 212 - TRANSPORTATION					
SUPP	DEPARTMENT SUPPLIES				18.95
Fund 212 - TRANSPORTATION Total:					18.95
Vendor 09409 - NETWORKFLEET, INC Total:					18.95

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 09487 - NEWMAN, TIMOTHY					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				45.00
					Fund 111 - GENERAL Total:
					45.00
					Vendor 09487 - NEWMAN, TIMOTHY Total:
					45.00
Vendor: 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF					
Fund: 111 - GENERAL					
GRD MTC	GROUNDS MAINTENANCE				15.73
GRD MTC	GROUNDS MAINTENANCE				44.75
GRD MTC	GROUNDS MAINTENANCE				66.09
GRD MTC	GROUNDS MAINTENANCE				72.24
GRD MTC	GROUNDS MAINTENANCE				59.33
GRD MTC	GROUNDS MAINTENANCE				12.03
BLD MTC	BUILDING MAINTENANCE				11.11
GRD MTC	GROUNDS MAINTENANCE				14.32
					Fund 111 - GENERAL Total:
					295.60
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				69.28
					Fund 631 - WASTEWATER Total:
					69.28
					Vendor 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF Total:
					364.88
Vendor: 09376 - O'BANNON, BRIAN					
Fund: 223 - KENO					
Tree Rebate	CONTRACTUAL SERVICES				150.00
					Fund 223 - KENO Total:
					150.00
					Vendor 09376 - O'BANNON, BRIAN Total:
					150.00
Vendor: 00660 - PANHANDLE CLERK'S ASSOC					
Fund: 111 - GENERAL					
DUES	MEMBERSHIPS				10.00
					Fund 111 - GENERAL Total:
					10.00
					Vendor 00660 - PANHANDLE CLERK'S ASSOC Total:
					10.00
Vendor: 00550 - PANHANDLE COOPERATIVE ASSOCIATION					
Fund: 111 - GENERAL					
GASOLINE	GASOLINE				2,814.42
monthly fuel	GASOLINE				686.70
DEPT FUEL	GASOLINE				152.52
FUEL	GASOLINE				1,050.95
FUEL	OTHER FUEL				91.01
GASOLINE	GASOLINE				3,638.48
					Fund 111 - GENERAL Total:
					8,434.08
Fund: 212 - TRANSPORTATION					
UNLEADED GASOLINE	GASOLINE				831.08
UNLEADED GASOLINE	OTHER FUEL				1,585.44
					Fund 212 - TRANSPORTATION Total:
					2,416.52
Fund: 621 - ENVIRONMENTAL SERVICES					
Gasoline	GASOLINE				5,672.93
					Fund 621 - ENVIRONMENTAL SERVICES Total:
					5,672.93
Fund: 631 - WASTEWATER					
FUEL	GASOLINE				495.75
FUEL	OTHER FUEL				498.03
					Fund 631 - WASTEWATER Total:
					993.78
Fund: 641 - WATER					
FUEL	GASOLINE				1,172.78
FUEL	OTHER FUEL				208.86
					Fund 641 - WATER Total:
					1,381.64

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount	
Fund: 661 - STORMWATER						
DEPT FUEL	GASOLINE				46.99	
					Fund 661 - STORMWATER Total:	46.99
					Vendor 00550 - PANHANDLE COOPERATIVE ASSOCIATION Total:	18,945.94
Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC						
Fund: 641 - WATER						
SAMPLES	SAMPLES				54.00	
					Fund 641 - WATER Total:	54.00
					Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:	54.00
Vendor: 04494 - PAUL REED CONSTRUCTION & SUPPLY, INC						
Fund: 641 - WATER						
WATER MAIN PROJECT	STRUCTURES				101,940.17	
					Fund 641 - WATER Total:	101,940.17
					Vendor 04494 - PAUL REED CONSTRUCTION & SUPPLY, INC Total:	101,940.17
Vendor: 08992 - PIEZO METRICS, INC						
Fund: 631 - WASTEWATER						
DEPT SUP	DEPARTMENT SUPPLIES				4,752.89	
					Fund 631 - WASTEWATER Total:	4,752.89
					Vendor 08992 - PIEZO METRICS, INC Total:	4,752.89
Vendor: 01276 - PLATTE VALLEY BANK						
Fund: 713 - CASH & INVESTMENT POOL						
HSA EE&ER	HSA EE PAYABLE				12,193.98	
HSA EE&ER	HSA ER PAYABLE				1,231.25	
					Fund 713 - CASH & INVESTMENT POOL Total:	13,425.23
					Vendor 01276 - PLATTE VALLEY BANK Total:	13,425.23
Vendor: 00272 - POSTMASTER						
Fund: 621 - ENVIRONMENTAL SERVICES						
Postage	POSTAGE				129.57	
Postage	POSTAGE				83.11	
					Fund 621 - ENVIRONMENTAL SERVICES Total:	212.68
Fund: 631 - WASTEWATER						
Postage	POSTAGE				129.57	
Postage	POSTAGE				83.11	
					Fund 631 - WASTEWATER Total:	212.68
Fund: 641 - WATER						
Postage	POSTAGE				129.56	
Postage	POSTAGE				83.10	
					Fund 641 - WATER Total:	212.66
					Vendor 00272 - POSTMASTER Total:	638.02
Vendor: 01920 - PRAISE WINDOWS INC						
Fund: 111 - GENERAL						
Bldg main	BUILDING MAINTENANCE				645.00	
					Fund 111 - GENERAL Total:	645.00
					Vendor 01920 - PRAISE WINDOWS INC Total:	645.00
Vendor: 00075 - PROTEX CENTRAL, INC.						
Fund: 631 - WASTEWATER						
CONTRACTUAL SVC	CONTRACTUAL SERVICES				27.07	
					Fund 631 - WASTEWATER Total:	27.07
					Vendor 00075 - PROTEX CENTRAL, INC. Total:	27.07
Vendor: 00266 - QUILL CORP						
Fund: 111 - GENERAL						
DEPT SUPPL	DEPARTMENT SUPPLIES				733.80	
					Fund 111 - GENERAL Total:	733.80
					Vendor 00266 - QUILL CORP Total:	733.80

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 01502 - REAMS SPRINKLER SUPPLY CO.					
Fund: 111 - GENERAL					
GRD MTC	GROUNDS MAINTENANCE				1,637.53
					Fund 111 - GENERAL Total:
					1,637.53
					Vendor 01502 - REAMS SPRINKLER SUPPLY CO. Total:
					1,637.53
 Vendor: 00703 - REGION I OFFICE OF HUMAN DEVELOPMENT					
Fund: 621 - ENVIRONMENTAL SERVICES					
Contractual Services	CONTRACTUAL SERVICES				825.00
					Fund 621 - ENVIRONMENTAL SERVICES Total:
					825.00
					Vendor 00703 - REGION I OFFICE OF HUMAN DEVELOPMENT Total:
					825.00
 Vendor: 04089 - REGIONAL CARE INC					
Fund: 812 - HEALTH INSURANCE					
Flex claim	CLAIMS EXPENSE				60,381.28
Flex Claim	FLEXIBLE BENFT EXPENSES				68.00
Medical Claims	CLAIMS EXPENSE				9,068.03
Flex Claim	FLEXIBLE BENFT EXPENSES				300.00
					Fund 812 - HEALTH INSURANCE Total:
					69,817.31
					Vendor 04089 - REGIONAL CARE INC Total:
					69,817.31
 Vendor: 00364 - REGIONAL WEST MEDICAL CENTER					
Fund: 812 - HEALTH INSURANCE					
WELLNESS	CLAIMS EXPENSE				1,041.75
					Fund 812 - HEALTH INSURANCE Total:
					1,041.75
					Vendor 00364 - REGIONAL WEST MEDICAL CENTER Total:
					1,041.75
 Vendor: 00798 - REGISTER OF DEEDS					
Fund: 213 - CEMETERY					
LEG FEE	LEGAL FEES				10.00
LEG FEE	LEGAL FEES				10.00
					Fund 213 - CEMETERY Total:
					20.00
					Vendor 00798 - REGISTER OF DEEDS Total:
					20.00
 Vendor: 09046 - RICHARD JOHNSON					
Fund: 111 - GENERAL					
CON SRV	CONTRACTUAL SERVICES				509.94
					Fund 111 - GENERAL Total:
					509.94
					Vendor 09046 - RICHARD JOHNSON Total:
					509.94
 Vendor: 07347 - ROBERTA J BOYD					
Fund: 111 - GENERAL					
Reimb.	POSTAGE				27.33
					Fund 111 - GENERAL Total:
					27.33
					Vendor 07347 - ROBERTA J BOYD Total:
					27.33
 Vendor: 09327 - RS VENTURES LLC					
Fund: 111 - GENERAL					
VEH MAINT	VEHICLE MAINTENANCE				513.48
VEH MAINT	VEHICLE MAINTENANCE				45.43
VEH MAINT	VEHICLE MAINTENANCE				29.00
VEH MAINT	VEHICLE MAINTENANCE				29.00
VEH MAINT	VEHICLE MAINTENANCE				29.00
VEH MAINT	VEHICLE MAINTENANCE				29.00
VEH MAINT	VEHICLE MAINTENANCE				29.00
VEH MAINT	VEHICLE MAINTENANCE				29.00
VEH MAINT	VEHICLE MAINTENANCE				849.80
VEH MAINT	VEHICLE MAINTENANCE				29.00
VEH MAINT	VEHICLE MAINTENANCE				58.00
VEH MAINT	VEHICLE MAINTENANCE				29.00
VEH MAINT	VEHICLE MAINTENANCE				45.23
VEH MAINT	VEHICLE MAINTENANCE				312.93
VEH MAINT	VEHICLE MAINTENANCE				25.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
VEH MAINT	VEHICLE MAINTENANCE				15.00
VEH MAINT	VEHICLE MAINTENANCE				10.00
VEH MAINT	VEHICLE MAINTENANCE				-207.24
Fund 111 - GENERAL Total:					1,899.63
Vendor 09327 - RS VENTURES LLC Total:					1,899.63
Vendor: 09383 - RUSHMORE MEDIA COMPANY, INC					
Fund: 661 - STORMWATER					
STRM WTR PSA'S	CONTRACTUAL SERVICES				325.00
Fund 661 - STORMWATER Total:					325.00
Vendor 09383 - RUSHMORE MEDIA COMPANY, INC Total:					325.00
Vendor: 00026 - S M E C					
Fund: 713 - CASH & INVESTMENT POOL					
EE DEDUCTIONS	SMEC EE PAYABLE				238.00
Fund 713 - CASH & INVESTMENT POOL Total:					238.00
Vendor 00026 - S M E C Total:					238.00
Vendor: 00257 - SANDBERG IMPLEMENT, INC					
Fund: 111 - GENERAL					
EQP MTC	EQUIPMENT MAINTENANCE				384.45
Fund 111 - GENERAL Total:					384.45
Fund: 212 - TRANSPORTATION					
PARTS FOR WEED EATERS - FILT...	EQUIPMENT MAINTENANCE				246.50
Fund 212 - TRANSPORTATION Total:					246.50
Vendor 00257 - SANDBERG IMPLEMENT, INC Total:					630.95
Vendor: 02531 - SCB FIREFIGHTERS UNION LOCAL 1454					
Fund: 713 - CASH & INVESTMENT POOL					
FIRE EE DUES	FIRE UNION DUES EE PAY				225.00
Fund 713 - CASH & INVESTMENT POOL Total:					225.00
Vendor 02531 - SCB FIREFIGHTERS UNION LOCAL 1454 Total:					225.00
Vendor: 00852 - SCOTTS BLUFF COUNTY COURT					
Fund: 111 - GENERAL					
Legal Fees	LEGAL FEES				252.00
Fund 111 - GENERAL Total:					252.00
Vendor 00852 - SCOTTS BLUFF COUNTY COURT Total:					252.00
Vendor: 00111 - SCOTTSBLUFF BODY & PAINT					
Fund: 111 - GENERAL					
TOW SERVICE	CONTRACTUAL SERVICES				80.00
TOW SERVICE	CONTRACTUAL SERVICES				65.00
TOW SERVICE	CONTRACTUAL SERVICES				80.00
TOW SERVICE	CONTRACTUAL SERVICES				70.00
TOW SERVICE	CONTRACTUAL SERVICES				80.00
TOW SERVICE	CONTRACTUAL SERVICES				70.00
Fund 111 - GENERAL Total:					445.00
Vendor 00111 - SCOTTSBLUFF BODY & PAINT Total:					445.00
Vendor: 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION					
Fund: 713 - CASH & INVESTMENT POOL					
POLICE EE DUES	POL UNION DUES EE PAY				624.00
Fund 713 - CASH & INVESTMENT POOL Total:					624.00
Vendor 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION Total:					624.00
Vendor: 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC					
Fund: 111 - GENERAL					
DEPT SUPPL	DEPARTMENT SUPPLIES				130.00
DEPT SUPPL	DEPARTMENT SUPPLIES				45.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
36 uniform shirts	UNIFORMS & CLOTHING				324.00
				Fund 111 - GENERAL Total:	499.00
				Vendor 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC Total:	499.00
Vendor: 00338 - SCOTTSBLUFF SENIOR CENTER					
Fund: 111 - GENERAL					
CONTRACT	CONTRACTUAL SERVICES				5,750.00
				Fund 111 - GENERAL Total:	5,750.00
				Vendor 00338 - SCOTTSBLUFF SENIOR CENTER Total:	5,750.00
Vendor: 00021 - SIMMONS OLSEN LAW FIRM, P.C.					
Fund: 111 - GENERAL					
Contractual	CONTRACTUAL SERVICES				6,190.33
Contractual	CONTRACTUAL SERVICES				4,117.77
Contractual	CONTRACTUAL SERVICES				550.00
Contractual	LEGAL FEES				250.00
				Fund 111 - GENERAL Total:	11,108.10
Fund: 224 - ECONOMIC DEVELOPMENT					
Contractual	CONTRACTUAL SERVICES				2,000.00
Contractual	CONTRACTUAL SERVICES				112.50
				Fund 224 - ECONOMIC DEVELOPMENT Total:	2,112.50
Fund: 641 - WATER					
Contractual	CONTRACTUAL SERVICES				137.50
				Fund 641 - WATER Total:	137.50
				Vendor 00021 - SIMMONS OLSEN LAW FIRM, P.C. Total:	13,358.10
Vendor: 01031 - SIMON CONTRACTORS					
Fund: 111 - GENERAL					
GRD MTC	GROUNDS MAINTENANCE				264.10
GRD MTC	GROUNDS MAINTENANCE				639.52
GRD MTC	GROUNDS MAINTENANCE				433.96
				Fund 111 - GENERAL Total:	1,337.58
Fund: 212 - TRANSPORTATION					
GRAVEL & CRUSHED CONCRETE	STREET REPAIR SUPPLIES				1,303.14
CONCRETE	STREET MAINTENANCE				420.00
CONCRETE	STREET MAINTENANCE				763.00
CONCRETE	STREET MAINTENANCE				790.25
CONCRETE	STREET MAINTENANCE				735.75
CONCRETE	STREET MAINTENANCE				654.00
CONCRETE	STREET MAINTENANCE				654.00
CONCRETE	STREET MAINTENANCE				456.00
CONCRETE	STREET MAINTENANCE				436.00
CONCRETE FOR PARKING LOT #...	STREET MAINTENANCE				918.00
CONCRETE FOR PARKING LOT #...	STREET MAINTENANCE				981.00
CONCRETE FOR PARKING LOT #...	STREET MAINTENANCE				872.00
				Fund 212 - TRANSPORTATION Total:	8,983.14
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				1,866.08
DEPT SUP	DEPARTMENT SUPPLIES				533.67
DEPT SUP	DEPARTMENT SUPPLIES				991.36
				Fund 641 - WATER Total:	3,391.11
				Vendor 01031 - SIMON CONTRACTORS Total:	13,711.83
Vendor: 00513 - SNELL SERVICES INC.					
Fund: 111 - GENERAL					
ELC MTC	ELECTRICAL MAINTENANCE				271.86
				Fund 111 - GENERAL Total:	271.86

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 631 - WASTEWATER					
ELECTRICAL MAINT	ELECTRICAL MAINTENANCE				152.60
				Fund 631 - WASTEWATER Total:	152.60
				Vendor 00513 - SNELL SERVICES INC. Total:	424.46
Vendor: 08708 - SPECIAL INVESTIGATIONS					
Fund: 111 - GENERAL					
INVESTIGATION	INVESTIGATION SUPPLIES				4,198.64
				Fund 111 - GENERAL Total:	4,198.64
				Vendor 08708 - SPECIAL INVESTIGATIONS Total:	4,198.64
Vendor: 09039 - SPECIAL INVESTIGATIONS					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				111.88
				Fund 111 - GENERAL Total:	111.88
				Vendor 09039 - SPECIAL INVESTIGATIONS Total:	111.88
Vendor: 07687 - THE CHICAGO LUMBER COMPANY OF OMAHA INC					
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				77.68
				Fund 641 - WATER Total:	77.68
				Vendor 07687 - THE CHICAGO LUMBER COMPANY OF OMAHA INC Total:	77.68
Vendor: 07537 - TRANS IOWA EQUIPMENT LLC					
Fund: 212 - TRANSPORTATION					
PAYMENT ON SNOW BLOWER	EQUIPMENT				2,500.00
				Fund 212 - TRANSPORTATION Total:	2,500.00
				Vendor 07537 - TRANS IOWA EQUIPMENT LLC Total:	2,500.00
Vendor: 05367 - TRINITY BURGNER					
Fund: 111 - GENERAL					
Conf	SCHOOL & CONFERENCE				63.00
				Fund 111 - GENERAL Total:	63.00
				Vendor 05367 - TRINITY BURGNER Total:	63.00
Vendor: 00834 - TWIN CITIES DEVELOPMENT ASSOC, INC					
Fund: 224 - ECONOMIC DEVELOPMENT					
CONTRACT	CONTRACTUAL SERVICES				25,000.00
				Fund 224 - ECONOMIC DEVELOPMENT Total:	25,000.00
				Vendor 00834 - TWIN CITIES DEVELOPMENT ASSOC, INC Total:	25,000.00
Vendor: 08821 - TYLER TECHNOLOGIES, INC					
Fund: 111 - GENERAL					
CONTRACT	CONTRACTUAL SERVICES				87.00
				Fund 111 - GENERAL Total:	87.00
Fund: 621 - ENVIRONMENTAL SERVICES					
CONTRACT	CONTRACTUAL SERVICES				87.00
				Fund 621 - ENVIRONMENTAL SERVICES Total:	87.00
Fund: 631 - WASTEWATER					
CONTRACT	CONTRACTUAL SERVICES				87.00
				Fund 631 - WASTEWATER Total:	87.00
Fund: 641 - WATER					
FEES	BANK FEES				1,132.50
CONTRACT	CONTRACTUAL SERVICES				87.00
				Fund 641 - WATER Total:	1,219.50
				Vendor 08821 - TYLER TECHNOLOGIES, INC Total:	1,480.50

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 09239 - UNIQUE MANAGEMENT SERVICES, INC					
Fund: 111 - GENERAL					
Cont. svcs	CONTRACTUAL SERVICES				179.00
					Fund 111 - GENERAL Total:
					179.00
					Vendor 09239 - UNIQUE MANAGEMENT SERVICES, INC Total:
					179.00
Vendor: 08828 - US BANK					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				700.00
Dues	MEMBERSHIPS				265.00
WELLNESS PROGRAM	CONTRACTUAL SERVICES				178.01
GASOLINE	GASOLINE				35.00
SCHOOLS & CONF	SCHOOL & CONFERENCE				50.00
					Fund 111 - GENERAL Total:
					1,228.01
Fund: 661 - STORMWATER					
STRM WTR SCHL & CONF	SCHOOL & CONFERENCE				28.80
					Fund 661 - STORMWATER Total:
					28.80
					Vendor 08828 - US BANK Total:
					1,256.81
Vendor: 03674 - WELLS FARGO BANK, N.A.					
Fund: 713 - CASH & INVESTMENT POOL					
RETIREMENT CONTR	REGULAR RETIRE EE PAY				7,118.30
RETIREMENT CONTR	RETIRE FIRE EE PAYABLE				2,656.05
RETIREMENT CONTR	RETIRE POLICE EE PAY				5,344.39
RETIREMENT CONTR	REGULAR RETIRE ER PAY				6,770.29
RETIREMENT CONTR	RETIRE-FIRE ER PAYABLE				4,348.08
RETIREMENT CONTR	RETIRE-POLICE ER PAY				5,292.45
					Fund 713 - CASH & INVESTMENT POOL Total:
					31,529.56
					Vendor 03674 - WELLS FARGO BANK, N.A. Total:
					31,529.56
Vendor: 06089 - WESTERN COOPERATIVE COMPANY					
Fund: 111 - GENERAL					
GRD MTC	GROUNDS MAINTENANCE				22.16
					Fund 111 - GENERAL Total:
					22.16
					Vendor 06089 - WESTERN COOPERATIVE COMPANY Total:
					22.16
Vendor: 00209 - WESTERN PLAINS BUSINESS FORMS INC					
Fund: 631 - WASTEWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				44.37
					Fund 631 - WASTEWATER Total:
					44.37
Fund: 641 - WATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				44.37
					Fund 641 - WATER Total:
					44.37
					Vendor 00209 - WESTERN PLAINS BUSINESS FORMS INC Total:
					88.74
Vendor: 04430 - WESTERN TRAVEL TERMINAL, LLC					
Fund: 631 - WASTEWATER					
VEH MAINT	VEHICLE MAINTENANCE				52.00
					Fund 631 - WASTEWATER Total:
					52.00
Fund: 641 - WATER					
VEH MAINT	VEHICLE MAINTENANCE				39.00
					Fund 641 - WATER Total:
					39.00
					Vendor 04430 - WESTERN TRAVEL TERMINAL, LLC Total:
					91.00
Vendor: 00876 - WINTER CREEK CANAL COMPANY					
Fund: 219 - INDUSTRIAL SITES					
IRRIG TAX	IRRIGATION TAX				1,866.56
					Fund 219 - INDUSTRIAL SITES Total:
					1,866.56

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 621 - ENVIRONMENTAL SERVICES					
post closure care	POST CLOSURE CARE				3,280.00
				Fund 621 - ENVIRONMENTAL SERVICES Total:	3,280.00
				Vendor 00876 - WINTER CREEK CANAL COMPANY Total:	5,146.56
Vendor: 02057 - YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE					
Fund: 713 - CASH & INVESTMENT POOL					
EE MEMBERSHIP	YMCA PAY EE				2,227.50
				Fund 713 - CASH & INVESTMENT POOL Total:	2,227.50
				Vendor 02057 - YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE Total:	2,227.50
Vendor: 03379 - ZM LUMBER INC					
Fund: 111 - GENERAL					
GRD MTC	GROUNDS MAINTENANCE				73.44
				Fund 111 - GENERAL Total:	73.44
				Vendor 03379 - ZM LUMBER INC Total:	73.44
				Grand Total:	572,923.40

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	72,439.01	381.20
211 - REGIONAL LIBRARY	170.54	0.00
212 - TRANSPORTATION	51,614.65	0.00
213 - CEMETERY	698.63	0.00
215 - SPECIAL PROJECTS	1,899.00	0.00
216 - BUSINESS IMPROVEMENT	724.32	0.00
218 - PUBLIC SAFETY	92.25	0.00
219 - INDUSTRIAL SITES	1,866.56	0.00
223 - KENO	150.00	0.00
224 - ECONOMIC DEVELOPMENT	27,128.53	0.00
621 - ENVIRONMENTAL SERVICES	60,548.81	212.68
631 - WASTEWATER	24,281.63	212.68
641 - WATER	138,565.11	212.66
661 - STORMWATER	661.79	0.00
713 - CASH & INVESTMENT POOL	121,185.56	121,185.56
721 - GIS SERVICES	37.95	0.00
812 - HEALTH INSURANCE	70,859.06	69,817.31
Grand Total:	572,923.40	192,022.09

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-51261-111	WORKERS COMPENSATI...	6.88	0.00
111-51261-121	WORKERS COMPENSATI...	212.89	0.00
111-51261-141	WORKERS COMPENSATI...	2,990.19	0.00
111-51261-142	WORKERS COMPENSATI...	2,145.49	0.00
111-51261-151	WORKERS COMPENSATI...	28.35	0.00
111-51261-171	WORKERS COMPENSATI...	434.16	0.00
111-51261-172	WORKERS COMPENSATI...	282.50	0.00
111-51281-142	DISABILITY INSURANCE	381.20	381.20
111-52111-111	DEPARTMENT SUPPLIES	17.70	0.00
111-52111-116	DEPARTMENT SUPPLIES	3,038.94	0.00
111-52111-121	DEPARTMENT SUPPLIES	5.59	0.00
111-52111-141	DEPARTMENT SUPPLIES	149.24	0.00
111-52111-142	DEPARTMENT SUPPLIES	1,641.73	0.00
111-52111-151	DEPARTMENT SUPPLIES	267.67	0.00
111-52111-171	DEPARTMENT SUPPLIES	320.77	0.00
111-52111-172	DEPARTMENT SUPPLIES	1,046.37	0.00
111-52121-141	JANITORIAL SUPPLIES	22.62	0.00
111-52121-142	JANITORIAL SUPPLIES	22.62	0.00
111-52121-151	JANITORIAL SUPPLIES	369.64	0.00
111-52163-142	INVESTIGATION SUPPLIES	4,198.64	0.00
111-52181-141	UNIFORMS & CLOTHING	324.00	0.00
111-52181-142	UNIFORMS & CLOTHING	406.06	0.00
111-52225-151	SUBSCRIPTIONS	25.00	0.00
111-52311-111	MEMBERSHIPS	130.00	0.00
111-52311-115	MEMBERSHIPS	10.00	0.00
111-52311-121	MEMBERSHIPS	102.00	0.00
111-52311-151	MEMBERSHIPS	265.00	0.00
111-52411-142	POSTAGE	105.17	0.00
111-52411-151	POSTAGE	27.33	0.00
111-52511-121	GASOLINE	152.52	0.00
111-52511-141	GASOLINE	686.70	0.00
111-52511-142	GASOLINE	6,487.90	0.00
111-52511-171	GASOLINE	1,050.95	0.00
111-52521-171	OTHER FUEL	91.01	0.00
111-53111-114	CONTRACTUAL SERVICES	6,368.34	0.00
111-53111-116	CONTRACTUAL SERVICES	87.00	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53111-142	CONTRACTUAL SERVICES	4,674.65	0.00
111-53111-151	CONTRACTUAL SERVICES	329.84	0.00
111-53111-171	CONTRACTUAL SERVICES	614.11	0.00
111-53111-172	CONTRACTUAL SERVICES	6,300.00	0.00
111-53121-142	CONSULTING SERVICES	100.00	0.00
111-53161-115	LEGAL PUBLICATIONS	421.04	0.00
111-53161-121	LEGAL PUBLICATIONS	119.32	0.00
111-53161-143	LEGAL PUBLICATIONS	17.56	0.00
111-53161-151	LEGAL PUBLICATIONS	12.59	0.00
111-53211-114	LEGAL FEES	502.00	0.00
111-53421-141	BUILDING MAINTENANCE	141.05	0.00
111-53421-151	BUILDING MAINTENANCE	645.00	0.00
111-53421-171	BUILDING MAINTENANCE	11.11	0.00
111-53431-171	ELECTRICAL MAINTENAN...	356.86	0.00
111-53441-111	EQUIPMENT MAINTENAN...	72.36	0.00
111-53441-141	EQUIPMENT MAINTENAN...	465.51	0.00
111-53441-142	EQUIPMENT MAINTENAN...	594.98	0.00
111-53441-151	EQUIPMENT MAINTENAN...	725.00	0.00
111-53441-171	EQUIPMENT MAINTENAN...	705.23	0.00
111-53451-142	VEHICLE MAINTENANCE	2,666.33	0.00
111-53451-171	VEHICLE MAINTENANCE	17.58	0.00
111-53471-171	GROUNDS MAINTENANCE	5,158.25	0.00
111-53511-111	ELECTRICITY	429.82	0.00
111-53511-141	ELECTRICITY	716.56	0.00
111-53511-142	ELECTRICITY	646.36	0.00
111-53511-151	ELECTRICITY	1,917.87	0.00
111-53511-171	ELECTRICITY	2,606.57	0.00
111-53511-172	ELECTRICITY	1,604.86	0.00
111-53551-171	STREET LIGHTS	100.40	0.00
111-53561-111	TELEPHONE	235.59	0.00
111-53561-112	TELEPHONE	69.46	0.00
111-53561-114	TELEPHONE	67.96	0.00
111-53561-115	TELEPHONE	37.14	0.00
111-53561-116	TELEPHONE	227.96	0.00
111-53561-121	TELEPHONE	246.09	0.00
111-53561-141	TELEPHONE	434.99	0.00
111-53561-142	TELEPHONE	1,621.82	0.00
111-53561-151	TELEPHONE	552.23	0.00
111-53561-171	TELEPHONE	170.64	0.00
111-53561-172	TELEPHONE	169.14	0.00
111-53571-141	CELLULAR PHONE	25.02	0.00
111-53631-142	RENT-MACHINES	58.84	0.00
111-53711-114	SCHOOL & CONFERENCE	190.00	0.00
111-53711-141	SCHOOL & CONFERENCE	75.00	0.00
111-53711-142	SCHOOL & CONFERENCE	95.00	0.00
111-53711-143	SCHOOL & CONFERENCE	211.00	0.00
111-53711-172	SCHOOL & CONFERENCE	126.00	0.00
111-53721-151	BUSINESS TRAVEL	10.85	0.00
111-53913-112	RECRUITMENT	1,239.30	0.00
211-52222-151	BOOKS	170.54	0.00
212-51261-212	WORKERS COMPENSATI...	1,103.93	0.00
212-52111-212	DEPARTMENT SUPPLIES	2,294.13	0.00
212-52171-212	STREET REPAIR SUPPLIES	1,303.14	0.00
212-52181-212	UNIFORMS & CLOTHING	161.40	0.00
212-52511-212	GASOLINE	831.08	0.00
212-52521-212	OTHER FUEL	1,585.44	0.00
212-53161-212	LEGAL PUBLICATIONS	109.22	0.00
212-53431-212	ELECTRICAL MAINTENAN...	1,681.26	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
212-53441-212	EQUIPMENT MAINTENAN...	371.70	0.00
212-53451-212	VEHICLE MAINTENANCE	109.04	0.00
212-53491-212	STREET MAINTENANCE	8,405.00	0.00
212-53511-212	ELECTRICITY	769.53	0.00
212-53531-212	ELECTRIC POWER	1,814.34	0.00
212-53551-212	STREET LIGHTS	28,003.32	0.00
212-53561-212	TELEPHONE	535.44	0.00
212-53721-212	BUSINESS TRAVEL	36.68	0.00
212-54411-212	EQUIPMENT	2,500.00	0.00
213-51261-213	WORKERS COMPENSATI...	148.03	0.00
213-52111-213	DEPARTMENT SUPPLIES	16.00	0.00
213-53211-213	LEGAL FEES	20.00	0.00
213-53441-213	EQUIPMENT MAINTENAN...	4.26	0.00
213-53511-213	ELECTRICITY	440.88	0.00
213-53561-213	TELEPHONE	69.46	0.00
215-52111-142	DEPARTMENT SUPPLIES	1,899.00	0.00
216-53111-121	CONTRACTUAL SERVICES	638.90	0.00
216-53551-000	STREET LIGHTS	85.42	0.00
218-52111-142	DEPARTMENT SUPPLIES	92.25	0.00
219-59212-116	IRRIGATION TAX	1,866.56	0.00
223-53111-113	CONTRACTUAL SERVICES	150.00	0.00
224-52211-114	PUBLICATIONS	16.03	0.00
224-53111-111	CONTRACTUAL SERVICES	25,000.00	0.00
224-53111-114	CONTRACTUAL SERVICES	2,112.50	0.00
621-51261-621	WORKERS COMPENSATI...	1,280.26	0.00
621-52111-621	DEPARTMENT SUPPLIES	2,932.62	0.00
621-52411-621	POSTAGE	212.68	212.68
621-52511-621	GASOLINE	5,672.93	0.00
621-53111-621	CONTRACTUAL SERVICES	912.00	0.00
621-53161-621	LEGAL PUBLICATIONS	61.96	0.00
621-53193-621	DISPOSAL FEES	42,830.64	0.00
621-53194-621	POST CLOSURE CARE	3,280.00	0.00
621-53451-621	VEHICLE MAINTENANCE	2,458.82	0.00
621-53511-621	ELECTRICITY	711.99	0.00
621-53561-621	TELEPHONE	194.91	0.00
631-51261-631	WORKERS COMPENSATI...	305.42	0.00
631-52111-631	DEPARTMENT SUPPLIES	4,984.17	0.00
631-52411-631	POSTAGE	212.68	212.68
631-52511-631	GASOLINE	495.75	0.00
631-52521-631	OTHER FUEL	498.03	0.00
631-53111-631	CONTRACTUAL SERVICES	158.44	0.00
631-53431-631	ELECTRICAL MAINTENAN...	152.60	0.00
631-53441-631	EQUIPMENT MAINTENAN...	809.20	0.00
631-53451-631	VEHICLE MAINTENANCE	253.65	0.00
631-53511-631	ELECTRICITY	1,419.63	0.00
631-53531-631	ELECTRIC POWER	217.69	0.00
631-53561-631	TELEPHONE	135.91	0.00
631-53571-631	CELLULAR PHONE	47.53	0.00
631-54411-631	EQUIPMENT	14,590.93	0.00
641-51261-641	WORKERS COMPENSATI...	652.82	0.00
641-52111-641	DEPARTMENT SUPPLIES	5,826.46	0.00
641-52116-641	METERS	664.65	0.00
641-52117-641	SAMPLES	54.00	0.00
641-52411-641	POSTAGE	1,225.70	212.66
641-52511-641	GASOLINE	1,172.78	0.00
641-52521-641	OTHER FUEL	208.86	0.00
641-52611-641	CHEMICALS	2,021.55	0.00
641-53111-641	CONTRACTUAL SERVICES	1,132.41	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
641-53151-641	BANK FEES	1,132.50	0.00
641-53441-641	EQUIPMENT MAINTENAN...	267.13	0.00
641-53451-641	VEHICLE MAINTENANCE	128.52	0.00
641-53511-641	ELECTRICITY	232.59	0.00
641-53531-641	ELECTRIC POWER	462.83	0.00
641-53561-641	TELEPHONE	102.68	0.00
641-53571-641	CELLULAR PHONE	82.46	0.00
641-53711-641	SCHOOL & CONFERENCE	785.00	0.00
641-54212-641	ENGINEERING/DESIGN	20,472.00	0.00
641-54311-641	STRUCTURES	101,940.17	0.00
661-52511-661	GASOLINE	46.99	0.00
661-53111-661	CONTRACTUAL SERVICES	552.77	0.00
661-53561-661	TELEPHONE	33.23	0.00
661-53711-661	SCHOOL & CONFERENCE	28.80	0.00
713-21512	MEDICARE W/H EE PAYAB...	3,906.46	3,906.46
713-21513	FICA W/H EE PAYABLE	14,651.03	14,651.03
713-21514	FED W/H EE PAYABLE	30,930.67	30,930.67
713-21517	POL UNION DUES EE PAY	624.00	624.00
713-21518	FIRE UNION DUES EE PAY	225.00	225.00
713-21523	LIFE INS EE PAYABLE	73.04	73.04
713-21524	SMEC EE PAYABLE	238.00	238.00
713-21527	WAGE ATTACHMENT EE ...	241.40	241.40
713-21528	REGULAR RETIRE EE PAY	7,118.30	7,118.30
713-21529	DEFERRED COMP EE PAY	1,325.14	1,325.14
713-21531	RETIRE FIRE EE PAYABLE	2,656.05	2,656.05
713-21533	RETIRE POLICE EE PAY	5,344.39	5,344.39
713-21534	DIS INC INS EE PAYABLE	641.93	641.93
713-21539	CHILD SUPPORT EE PAY	1,814.68	1,814.68
713-21540	YMCA PAY EE	2,227.50	2,227.50
713-21541	HSA EE PAYABLE	12,193.98	12,193.98
713-21712	MEDICARE W/H ER PAYAB...	3,906.46	3,906.46
713-21713	FICA W/H ER PAYABLE	14,651.03	14,651.03
713-21723	LIFE INS ER PAYABLE	774.43	774.43
713-21728	REGULAR RETIRE ER PAY	6,770.29	6,770.29
713-21731	RETIRE-FIRE ER PAYABLE	4,348.08	4,348.08
713-21733	RETIRE-POLICE ER PAY	5,292.45	5,292.45
713-21741	HSA ER PAYABLE	1,231.25	1,231.25
721-51261-721	WORKERS COMPENSATI...	3.81	0.00
721-53561-721	TELEPHONE	34.14	0.00
812-53862-112	CLAIMS EXPENSE	70,491.06	69,449.31
812-53863-112	FLEXIBLE BENFT EXPENSES	368.00	368.00
	Grand Total:	572,923.40	192,022.09

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	570,203.52	192,022.09
2117753511	37.89	0.00
2118152111	1,106.77	0.00
2122052111	792.23	0.00
2123153111	150.00	0.00
6002052511	46.99	0.00
6002053111	552.77	0.00
6002053561	33.23	0.00
	Grand Total:	572,923.40

Utility Refunds 4-20 Council

Refund Review						
Close Form Print Screen						
Packet: UBPKT00835 – Refunds 2 UBPKT00834 Disconnect						
					<input type="button" value="Add"/> <input type="button" value="Edit"/> <input type="button" value="Delete"/>	
Account #	Status	Contact	Service Address	Refund Amount		
<input checked="" type="checkbox"/> <u>015-6145-04</u>	Inactive	JENNA A MEYER	509 W 40TH ST SCOTTSBLUFF NE 69361	=	58.47	
<u>080-0022-04</u>	Inactive	JEREMY L BETZOLD	1415 3RD AVE SCOTTSBLUFF NE 69361		25.81	
<u>040-2568-02</u>	Inactive	JERRY L DARNELL	11 W 26TH ST SCOTTSBLUFF NE 69361		0.73	
<u>075-3362-05</u>	Inactive	FRANK HERNANDEZ	2114 5TH AVE SCOTTSBLUFF NE 69361		12.24	
<u>060-5770-08</u>	Inactive	KAREN F JACOBSEN	513 E 18TH ST SCOTTSBLUFF NE 69361		6.26	
<u>025-4693-02</u>	Inactive	DON KRUG	1313 AVE Z SCOTTSBLUFF NE 69361		11.98	
<u>015-6200-05</u>	Inactive	DIANE VANDENBERGE	539 W 40TH ST SCOTTSBLUFF NE 69361		3.13	
Total						\$118.62

City of Scottsbluff, Nebraska

Monday, April 20, 2015

Regular Meeting

Item Finance1

Council to review the March, 2015 Financial Report.

Staff Contact: Renae Griffiths, Finance Director

City of Scottsbluff

Fund Equity in Cash March 31, 2015

Fund	Fund #	2 YRS PRIOR March 31, 2013	PRIOR YEAR March 31, 2014	PRIOR MONTH February 28, 2015	CURRENT MONTH March 31, 2015
General	111	\$ 3,647,367.02	\$ 3,626,914.15	\$ 3,662,552.07	\$ 3,177,228.23
Regional Library	211	41,400.39	50,158.90	33,972.43	33,253.97
Transportation	212	1,855,244.86	1,495,424.37	1,665,178.95	1,562,743.65
Cemetery	213	1,100.66	3,332.24	3,342.97	(3,179.20)
Cemetery Perp Care	214	356,808.82	412,328.11	461,445.96	469,361.97
Special Projects	215	557,070.06	630,390.07	463,903.29	478,884.55
Business Improvement	216	118,348.13	161,433.94	192,076.55	193,152.76
Public Safety	218	295,338.18	231,234.10	276,513.44	257,661.28
Scb Industrial Sites	219	54,809.92	49,550.19	60,055.08	60,081.28
Keno	223	74,894.38	99,520.84	148,903.57	148,968.53
Economic Development	224	4,328,058.63	5,293,360.46	5,544,181.32	5,529,278.83
Mutual Fire Organization	225	351,651.17	435,029.33	27,699.11	27,711.19
Debt Service	311	3,527,077.95	3,536,187.15	3,467,894.84	3,491,255.80
TIF	321	368,318.19	248,324.56	170,980.51	171,655.31
CDBG	411	42,565.06	42,556.00	42,719.31	42,737.95
Leasing Corporation	412	7,608.88	7,607.39	7,637.71	7,621.03
Capital Projects	511	-	8,979.38	65,648.71	68,199.85
Environmental Services	621	438,352.35	519,562.54	348,362.52	405,633.95
Wastewater	631	2,068,533.30	2,165,952.83	1,550,013.01	1,676,361.61
Water	641	1,281,972.46	1,725,948.22	1,829,466.73	1,614,282.21
Electric	651	1,320,738.73	1,355,255.60	1,330,279.56	1,331,111.87
Stormwater	661	522,489.40	442,502.60	490,009.21	513,588.84
GIS	721	49,469.43	38,947.93	32,612.70	26,554.42
Unemployment Comp	811	23,235.15	53,091.63	68,374.27	68,404.10
Health Insurance	812	654,498.69	629,465.05	806,012.33	856,029.20
TOTAL		\$ 21,986,951.81	\$ 23,263,057.58	\$ 22,749,836.15	\$ 22,208,583.18



	2012-2013 YTD Activity	2013-2014 YTD Activity	2014-2015 Budget	March 2014-2015 MTD Activity	2014-2015 YTD Activity	2014-2015 Budget Remaining	% Budget Remaining
111 - GENERAL							
400 - Taxes	2,540,000.19	2,448,381.92	5,194,873.00	454,595.87	2,537,881.64	2,656,991.36	51 %
412 - Intergovernmental	52,112.91	69,894.29	0.00	1,679.00	16,864.90	-16,864.90	0 %
420 - Charges for Services	165,691.91	162,599.40	512,663.00	27,326.74	173,593.85	339,069.15	66 %
460 - Investment Income	7,348.19	4,226.44	9,000.00	1,385.43	4,921.78	4,078.22	45 %
470 - Miscellaneous Revenues	69,040.29	51,905.11	42,500.00	12,639.43	56,228.58	-13,728.58	-32 %
480 - Other Financing Uses	1,789,031.27	1,504,718.40	2,577,000.00	0.00	1,433,799.77	1,143,200.23	44 %
111 - GENERAL Totals:	4,623,224.76	4,241,725.56	8,336,036.00	497,626.47	4,223,290.52	0.00	49 %
211 - REGIONAL LIBRARY							
450 - Contributions & Donations	30,000.00	0.00	0.00	0.00	0.00	0.00	0 %
460 - Investment Income	80.30	49.37	100.00	14.50	58.34	41.66	42 %
470 - Miscellaneous Revenues	1,003.90	25,095.06	1,000.00	0.00	1,247.84	-247.84	-25 %
211 - REGIONAL LIBRARY Totals:	31,084.20	25,144.43	1,100.00	14.50	1,306.18	0.00	-19 %
212 - TRANSPORTATION							
400 - Taxes	1,076,196.57	1,116,066.00	2,550,938.00	193,328.37	1,177,879.54	1,373,058.46	54 %
420 - Charges for Services	647.50	0.00	2,500.00	-140.50	-140.50	2,640.50	106 %
460 - Investment Income	3,852.66	2,246.79	5,000.00	681.44	2,542.31	2,457.69	49 %
470 - Miscellaneous Revenues	26,162.20	1,119.30	1,000.00	-30.50	1,822.00	-822.00	-82 %
212 - TRANSPORTATION Totals:	1,106,858.93	1,119,432.09	2,559,438.00	193,838.81	1,182,103.35	0.00	54 %
213 - CEMETERY							
420 - Charges for Services	22,710.00	23,630.00	44,500.00	2,355.00	18,440.00	26,060.00	59 %
460 - Investment Income	6.08	24.42	50.00	0.00	11.57	38.43	77 %
470 - Miscellaneous Revenues	29,245.20	17,348.67	41,000.00	2,050.00	13,555.00	27,445.00	67 %
480 - Other Financing Uses	35,000.00	56,950.00	100,000.00	0.00	35,000.00	65,000.00	65 %
213 - CEMETERY Totals:	86,961.28	97,953.09	185,550.00	4,405.00	67,006.57	0.00	64 %
214 - CEMETARY PERPETUAL CARE							
400 - Taxes	32,984.39	41,913.38	163,000.00	6,812.73	46,677.62	116,322.38	71 %
420 - Charges for Services	9,150.00	8,100.00	18,000.00	900.00	6,900.00	11,100.00	62 %

	2012-2013 YTD Activity	2013-2014 YTD Activity	2014-2015 Budget	March 2014-2015 MTD Activity	2014-2015 YTD Activity	2014-2015 Budget Remaining	% Budget Remaining
460 - Investment Income	735.74	597.78	1,200.00	203.28	691.25	508.75	42 %
214 - CEMETARY PERPETUAL CARE Totals:	42,870.13	50,611.16	182,200.00	7,916.01	54,268.87	0.00	70 %
<u>215 - SPECIAL PROJECTS</u>							
412 - Intergovernmental	12,307.95	69,070.77	0.00	7,058.10	24,339.66	-24,339.66	0 %
420 - Charges for Services	3,385.00	1,060.00	0.00	0.00	400.00	-400.00	0 %
450 - Contributions & Donations	2,724.00	0.00	0.00	0.00	531.12	-531.12	0 %
460 - Investment Income	1,050.01	857.72	1,500.00	208.82	702.92	797.08	53 %
470 - Miscellaneous Revenues	171,220.47	1,834.90	500,000.00	20,127.17	26,245.69	473,754.31	95 %
215 - SPECIAL PROJECTS Totals:	190,687.43	72,823.39	501,500.00	27,394.09	52,219.39	0.00	90 %
<u>216 - BUSINESS IMPROVEMENT</u>							
400 - Taxes	11,477.72	15,112.29	54,340.00	1,077.41	9,549.87	44,790.13	82 %
412 - Intergovernmental	5,000.00	0.00	0.00	0.00	0.00	0.00	0 %
460 - Investment Income	249.48	228.07	450.00	84.22	288.37	161.63	36 %
470 - Miscellaneous Revenues	3,845.22	0.00	0.00	0.00	0.00	0.00	0 %
216 - BUSINESS IMPROVEMENT Totals:	20,572.42	15,340.36	54,790.00	1,161.63	9,838.24	0.00	82 %
<u>218 - PUBLIC SAFETY</u>							
400 - Taxes	58,706.89	54,666.38	216,000.00	8,882.97	60,859.94	155,140.06	72 %
412 - Intergovernmental	5,242.50	0.00	0.00	0.00	0.00	0.00	0 %
460 - Investment Income	606.67	375.35	750.00	112.35	401.30	348.70	46 %
218 - PUBLIC SAFETY Totals:	64,556.06	55,041.73	216,750.00	8,995.32	61,261.24	0.00	72 %
<u>219 - INDUSTRIAL SITES</u>							
460 - Investment Income	117.47	72.31	150.00	26.20	86.64	63.36	42 %
470 - Miscellaneous Revenues	0.00	0.00	2,500.00	0.00	14,206.20	-11,706.20	-468 %
219 - INDUSTRIAL SITES Totals:	117.47	72.31	2,650.00	26.20	14,292.84	0.00	-439 %
<u>223 - KENO</u>							
412 - Intergovernmental	10,364.59	837.45	0.00	0.00	0.00	0.00	0 %
460 - Investment Income	141.71	124.98	250.00	64.96	213.13	36.87	15 %
470 - Miscellaneous Revenues	30,057.71	32,856.54	57,600.00	0.00	27,508.96	30,091.04	52 %
223 - KENO Totals:	40,564.01	33,818.97	57,850.00	64.96	27,722.09	0.00	52 %
<u>224 - ECONOMIC DEVELOPMENT</u>							

	2012-2013 YTD Activity	2013-2014 YTD Activity	2014-2015 Budget	March 2014-2015 MTD Activity	2014-2015 YTD Activity	2014-2015 Budget Remaining	% Budget Remaining
400 - Taxes	510,490.50	474,155.93	900,000.00	75,332.81	496,671.85	403,328.15	45 %
460 - Investment Income	8,867.04	7,628.14	16,000.00	2,411.05	8,538.04	7,461.96	47 %
470 - Miscellaneous Revenues	531,000.00	27,600.83	0.00	2,922.56	9,021.73	-9,021.73	0 %
224 - ECONOMIC DEVELOPMENT Totals:	1,050,357.54	509,384.90	916,000.00	80,666.42	514,231.62	0.00	44 %
<u>225 - MUTUAL FIRE</u>							
460 - Investment Income	746.92	632.91	1,250.00	12.08	597.99	652.01	52 %
470 - Miscellaneous Revenues	45,100.48	44,429.31	88,860.00	0.00	44,128.08	44,731.92	50 %
225 - MUTUAL FIRE Totals:	45,847.40	45,062.22	90,110.00	12.08	44,726.07	0.00	50 %
<u>311 - DEBT SERVICE</u>							
400 - Taxes	140,846.06	128,586.14	665,330.00	23,518.60	145,569.12	519,760.88	78 %
460 - Investment Income	7,596.33	5,148.60	12,000.00	1,522.36	5,377.66	6,622.34	55 %
470 - Miscellaneous Revenues	51,305.29	5,197.87	12,500.00	0.00	6,117.81	6,382.19	51 %
480 - Other Financing Uses	0.00	0.00	2,000,000.00	0.00	0.00	2,000,000.00	100 %
311 - DEBT SERVICE Totals:	199,747.68	138,932.61	2,689,830.00	25,040.96	157,064.59	0.00	94 %
<u>321 - TIF PROJECTS</u>							
400 - Taxes	19,800.13	16,952.94	18,000.00	599.95	16,538.16	1,461.84	8 %
460 - Investment Income	822.43	378.85	800.00	74.85	247.13	552.87	69 %
480 - Other Financing Uses	0.00	0.00	300,000.00	0.00	0.00	300,000.00	100 %
321 - TIF PROJECTS Totals:	20,622.56	17,331.79	318,800.00	674.80	16,785.29	0.00	95 %
<u>411 - CDBG</u>							
460 - Investment Income	92.76	62.11	0.00	18.64	65.30	-65.30	0 %
411 - CDBG Totals:	92.76	62.11	0.00	18.64	65.30	0.00	0 %
<u>412 - LEASE CORPORATION</u>							
460 - Investment Income	16.33	11.10	20.00	3.32	11.67	8.33	42 %
480 - Other Financing Uses	649,343.75	579,787.50	633,539.00	0.00	574,792.50	58,746.50	9 %
412 - LEASE CORPORATION Totals:	649,360.08	579,798.60	633,559.00	3.32	574,804.17	0.00	9 %
<u>511 - CAPITAL PROJECTS FUND</u>							
400 - Taxes	0.00	8,974.34	55,000.00	2,521.40	17,281.06	37,718.94	69 %
460 - Investment Income	0.00	5.04	10.00	29.74	92.23	-82.23	-822 %
511 - CAPITAL PROJECTS FUND Totals:	0.00	8,979.38	55,010.00	2,551.14	17,373.29	0.00	68 %
<u>621 - ENVIRONMENTAL SERVICES</u>							

	2012-2013 YTD Activity	2013-2014 YTD Activity	2014-2015 Budget	March 2014-2015 MTD Activity	2014-2015 YTD Activity	2014-2015 Budget Remaining	% Budget Remaining
420 - Charges for Services	1,064,091.66	1,204,220.53	2,364,000.00	263,487.14	1,214,732.86	1,149,267.14	49 %
460 - Investment Income	795.73	633.96	1,200.00	176.88	496.84	703.16	59 %
470 - Miscellaneous Revenues	458.40	2,036.00	0.00	0.00	1,453.70	-1,453.70	0 %
621 - ENVIRONMENTAL SERVICES Totals:	1,065,345.79	1,206,890.49	2,365,200.00	263,664.02	1,216,683.40	0.00	49 %
<u>631 - WASTEWATER</u>							
420 - Charges for Services	1,267,536.06	1,309,226.51	2,602,721.00	268,877.81	1,237,321.62	1,365,399.38	52 %
440 - Rents	300.00	300.00	300.00	300.00	300.00	0.00	0 %
460 - Investment Income	4,751.70	2,949.66	4,500.00	730.98	2,454.52	2,045.48	45 %
470 - Miscellaneous Revenues	2,224.00	3,350.00	0.00	200.00	2,229.70	-2,229.70	0 %
631 - WASTEWATER Totals:	1,274,811.76	1,315,826.17	2,607,521.00	270,108.79	1,242,305.84	0.00	52 %
<u>641 - WATER</u>							
420 - Charges for Services	830,910.92	894,187.46	1,895,660.00	149,943.48	872,186.65	1,023,473.35	54 %
440 - Rents	9,198.00	7,848.00	18,096.00	3,108.00	17,548.00	548.00	3 %
460 - Investment Income	2,706.27	2,478.94	4,000.00	703.91	2,876.38	1,123.62	28 %
470 - Miscellaneous Revenues	15,163.14	3,689.22	5,000.00	5,666.69	16,924.26	-11,924.26	-238 %
641 - WATER Totals:	857,978.33	908,203.62	1,922,756.00	159,422.08	909,535.29	0.00	53 %
<u>651 - ELECTRIC</u>							
460 - Investment Income	6,286.66	4,248.54	8,500.00	832.31	3,643.77	4,856.23	57 %
470 - Miscellaneous Revenues	1,441,467.97	1,431,218.40	2,430,000.00	0.00	1,360,299.77	1,069,700.23	44 %
651 - ELECTRIC Totals:	1,447,754.63	1,435,466.94	2,438,500.00	832.31	1,363,943.54	0.00	44 %
<u>661 - STORMWATER</u>							
412 - Intergovernmental	22,930.00	22,930.00	28,759.00	20,998.00	49,757.00	-20,998.00	-73 %
420 - Charges for Services	8,938.34	9,236.39	19,370.00	3,619.79	13,281.75	6,088.25	31 %
460 - Investment Income	1,154.23	645.02	1,200.00	223.95	738.27	461.73	38 %
470 - Miscellaneous Revenues	0.00	0.00	40,000.00	0.00	0.00	40,000.00	100 %
480 - Other Financing Uses	25,000.00	25,000.00	50,000.00	0.00	25,000.00	25,000.00	50 %
661 - STORMWATER Totals:	58,022.57	57,811.41	139,329.00	24,841.74	88,777.02	0.00	36 %
<u>713 - CASH & INVESTMENT POOL</u>							
460 - Investment Income	0.00	0.00	0.00	-2,872.60	0.00	0.00	0 %
470 - Miscellaneous Revenues	37.14	-36.55	0.00	-113.74	-113.55	113.55	0 %
713 - CASH & INVESTMENT POOL Totals:	37.14	-36.55	0.00	-2,986.34	-113.55	0.00	0 %

	2012-2013 YTD Activity	2013-2014 YTD Activity	2014-2015 Budget	March 2014-2015 MTD Activity	2014-2015 YTD Activity	2014-2015 Budget Remaining	% Budget Remaining
721 - GIS SERVICES							
460 - Investment Income	118.81	72.59	150.00	11.58	55.22	94.78	63 %
470 - Miscellaneous Revenues	0.00	100.00	0.00	0.00	0.00	0.00	0 %
480 - Other Financing Uses	54,958.14	54,275.64	109,800.00	251.88	53,593.14	56,206.86	51 %
721 - GIS SERVICES Totals:	55,076.95	54,448.23	109,950.00	263.46	53,648.36	0.00	51 %
811 - UNEMPLOYMENT COMP							
460 - Investment Income	51.35	77.50	160.00	29.83	104.52	55.48	35 %
470 - Miscellaneous Revenues	0.00	0.00	14,963.00	0.00	0.00	14,963.00	100 %
811 - UNEMPLOYMENT COMP Totals:	51.35	77.50	15,123.00	29.83	104.52	0.00	99 %
812 - HEALTH INSURANCE							
460 - Investment Income	1,239.43	770.35	1,500.00	373.27	1,132.06	367.94	25 %
470 - Miscellaneous Revenues	913,486.12	1,829,694.26	1,934,500.00	155,657.38	929,648.99	1,004,851.01	52 %
812 - HEALTH INSURANCE Totals:	914,725.55	1,830,464.61	1,936,000.00	156,030.65	930,781.05	0.00	52 %



		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 111 - GENERAL							
Revenue							
111-41111-000	PROPERTY TAX-GENERAL	175,000.00	175,000.00	2,524.10	37,468.20	-137,531.80	78.59%
111-41112-000	CITY SALES TAX	4,375,000.00	4,375,000.00	351,683.85	2,304,703.30	-2,070,296.70	47.32%
111-41115-000	FRANCHISE TAX	194,000.00	194,000.00	77,596.00	137,078.71	-56,921.29	29.34%
111-41116-000	OTHER OCCUPATION TAX	0.00	0.00	20.00	9,720.00	9,720.00	0.00%
111-41116-115	OTHER OCCUPATION TAX	23,000.00	23,000.00	0.00	5.00	-22,995.00	99.98%
111-41117-000	HOTEL OCCUPATION TAX	200,000.00	200,000.00	0.00	0.00	-200,000.00	100.00%
111-41118-000	HOMESTEAD EXEMPTION	40,000.00	40,000.00	8,309.78	8,309.78	-31,690.22	79.23%
111-41119-000	PRORATE MTR VEH TAX	4,500.00	4,500.00	0.00	1,076.28	-3,423.72	76.08%
111-41120-000	MUNI EQUALIZATION PMT	53,373.00	53,373.00	8,153.74	16,474.40	-36,898.60	69.13%
111-41130-000	STATE PROP. TAX CREDIT	0.00	0.00	2,861.97	2,861.97	2,861.97	0.00%
111-41131-000	IN LIEU OF TAXES	70,000.00	70,000.00	0.00	0.00	-70,000.00	100.00%
111-41141-000	MOTOR VEHICLE TAX	60,000.00	60,000.00	3,446.43	20,184.00	-39,816.00	66.36%
	Revenue Total:	5,194,873.00	5,194,873.00	454,595.87	2,537,881.64	-2,656,991.36	51.15 %
	Fund: 111 - GENERAL Total:	5,194,873.00	5,194,873.00	454,595.87	2,537,881.64	-2,656,991.36	51.15 %
	Report Total:	5,194,873.00	5,194,873.00	454,595.87	2,537,881.64	-2,656,991.36	51.15 %



	2012-2013 YTD Activity	2013-2014 YTD Activity	2014-2015 Budget	March 2014-2015 MTD Activity	2014-2015 YTD Activity	2014-2015 Budget Remaining	% Budget Remaining
111 - GENERAL							
111 - FINANCE							
500 - Personnel	50,413.63	54,511.61	120,484.00	9,323.15	59,486.43	60,997.57	51 %
503 - Supplies	5,592.72	10,594.32	22,248.00	1,027.04	5,932.31	16,315.69	73 %
504 - Contract Services	14,339.95	30,258.65	43,470.00	3,004.33	29,739.18	13,730.82	32 %
550 - Capital Outlay	0.00	94,832.90	0.00	0.00	0.00	0.00	0 %
570 - Other Financing Uses	0.00	2,000.00	4,000.00	0.00	2,000.00	2,000.00	50 %
111 - FINANCE Totals:	70,346.30	192,197.48	190,202.00	13,354.52	97,157.92	93,044.08	49 %
112 - PERSONNEL							
500 - Personnel	6,505.70	6,945.99	15,085.00	1,179.90	7,424.29	7,660.71	51 %
503 - Supplies	1,682.03	4,071.79	7,800.00	1,124.22	1,551.21	6,248.79	80 %
504 - Contract Services	6,509.93	9,255.08	25,445.00	1,710.60	4,995.80	20,449.20	80 %
112 - PERSONNEL Totals:	14,697.66	20,272.86	48,330.00	4,014.72	13,971.30	34,358.70	71 %
113 - COUNCIL							
500 - Personnel	10,549.37	9,938.23	21,100.00	1,622.98	10,549.37	10,550.63	50 %
503 - Supplies	716.23	1,518.00	2,600.00	0.00	1,676.16	923.84	36 %
504 - Contract Services	1,740.94	1,812.78	2,950.00	166.00	1,248.00	1,702.00	58 %
570 - Other Financing Uses	3,865.00	0.00	250,000.00	409,440.20	432,940.20	-182,940.20	-73 %
113 - COUNCIL Totals:	16,871.54	13,269.01	276,650.00	411,229.18	446,413.73	-169,763.73	-61 %
114 - CITY MANAGER							
500 - Personnel	9,486.64	16,638.93	34,680.00	2,710.55	17,348.43	17,331.57	50 %
503 - Supplies	3,076.26	19,744.27	53,700.00	6,336.00	24,798.16	28,901.84	54 %
504 - Contract Services	47,652.86	36,342.16	122,200.00	6,879.00	34,643.45	87,556.55	72 %
114 - CITY MANAGER Totals:	60,215.76	72,725.36	210,580.00	15,925.55	76,790.04	133,789.96	64 %
115 - CITY CLERK							
500 - Personnel	6,338.89	6,766.61	13,965.00	1,087.99	6,927.26	7,037.74	50 %
503 - Supplies	55.29	356.45	2,150.00	0.00	328.58	1,821.42	85 %
504 - Contract Services	5,090.26	3,778.82	14,700.00	444.71	4,562.30	10,137.70	69 %
115 - CITY CLERK Totals:	11,484.44	10,901.88	30,815.00	1,532.70	11,818.14	18,996.86	62 %
116 - MIS							

	2012-2013 YTD Activity	2013-2014 YTD Activity	2014-2015 Budget	March 2014-2015 MTD Activity	2014-2015 YTD Activity	2014-2015 Budget Remaining	% Budget Remaining
503 - Supplies	933.46	2,576.36	38,500.00	951.00	11,020.82	27,479.18	71 %
504 - Contract Services	10,042.92	23,647.87	20,700.00	3,870.90	12,983.71	7,716.29	37 %
116 - MIS Totals:	10,976.38	26,224.23	59,200.00	4,821.90	24,004.53	35,195.47	59 %
121 - DEVELOPMENT SERVICES							
500 - Personnel	183,977.98	171,930.71	421,130.00	32,443.93	181,520.00	239,610.00	57 %
503 - Supplies	2,565.95	2,224.59	10,679.00	239.43	2,576.96	8,102.04	76 %
504 - Contract Services	22,434.13	23,742.11	81,170.00	6,575.23	48,026.89	33,143.11	41 %
570 - Other Financing Uses	3,500.00	3,500.00	7,000.00	0.00	3,500.00	3,500.00	50 %
121 - DEVELOPMENT SERVICES Totals:	212,478.06	201,397.41	519,979.00	39,258.59	235,623.85	284,355.15	55 %
141 - FIRE							
500 - Personnel	668,736.79	686,556.80	1,401,863.00	100,454.57	750,272.07	651,590.93	46 %
503 - Supplies	21,606.76	13,292.59	49,903.00	2,765.65	11,588.97	38,314.03	77 %
504 - Contract Services	40,615.41	32,993.81	71,613.00	4,688.81	33,712.41	37,900.59	53 %
550 - Capital Outlay	6,723.18	0.00	0.00	0.00	0.00	0.00	0 %
141 - FIRE Totals:	737,682.14	732,843.20	1,523,379.00	107,909.03	795,573.45	727,805.55	48 %
142 - POLICE							
500 - Personnel	1,239,604.68	1,386,015.36	2,738,060.00	190,710.41	1,360,202.85	1,377,857.15	50 %
503 - Supplies	50,032.38	54,322.18	118,886.00	5,664.37	45,013.88	73,872.12	62 %
504 - Contract Services	196,218.70	281,611.77	390,985.00	18,781.96	259,535.39	131,449.61	34 %
550 - Capital Outlay	17,580.00	0.00	0.00	0.00	0.00	0.00	0 %
570 - Other Financing Uses	0.00	228,049.84	50,000.00	0.00	50,000.00	0.00	0 %
142 - POLICE Totals:	1,503,435.76	1,949,999.15	3,297,931.00	215,156.74	1,714,752.12	1,583,178.88	48 %
143 - EMERGENCY MANAGEMENT							
500 - Personnel	44,252.33	45,452.35	93,698.00	5,722.36	59,538.10	34,159.90	36 %
503 - Supplies	502.07	125.63	8,335.00	298.44	447.83	7,887.17	95 %
504 - Contract Services	267.49	126.98	1,850.00	86.35	207.31	1,642.69	89 %
143 - EMERGENCY MANAGEMENT Totals:	45,021.89	45,704.96	103,883.00	6,107.15	60,193.24	43,689.76	42 %
151 - LIBRARY							
500 - Personnel	235,979.01	233,426.74	505,114.00	38,116.21	236,336.34	268,777.66	53 %
503 - Supplies	39,872.95	32,574.94	69,053.00	2,012.95	27,145.45	41,907.55	61 %
504 - Contract Services	32,616.37	34,197.68	87,633.00	5,940.75	43,022.53	44,610.47	51 %

	2012-2013 YTD Activity	2013-2014 YTD Activity	2014-2015 Budget	March 2014-2015 MTD Activity	2014-2015 YTD Activity	2014-2015 Budget Remaining	% Budget Remaining
570 - Other Financing Uses	1,923.50	0.00	0.00	0.00	0.00	0.00	0 %
151 - LIBRARY Totals:	310,391.83	300,199.36	661,800.00	46,069.91	306,504.32	355,295.68	54 %
171 - PARKS							
500 - Personnel	306,680.71	323,881.95	722,395.00	47,831.13	307,650.43	414,744.57	57 %
503 - Supplies	23,194.61	24,101.61	59,252.00	3,889.06	31,738.63	27,513.37	46 %
504 - Contract Services	104,484.97	93,467.56	211,048.00	21,313.88	122,712.75	88,335.25	42 %
550 - Capital Outlay	1,390.98	88,217.44	100,000.00	0.00	15,761.90	84,238.10	84 %
171 - PARKS Totals:	435,751.27	529,668.56	1,092,695.00	73,034.07	477,863.71	614,831.29	56 %
172 - RECREATION							
500 - Personnel	71,923.57	70,859.97	277,143.00	10,993.46	70,603.30	206,539.70	75 %
503 - Supplies	2,534.13	4,073.83	43,027.00	1,973.25	5,958.16	37,068.84	86 %
504 - Contract Services	32,680.05	217,583.19	529,085.00	21,184.19	233,755.59	295,329.41	56 %
550 - Capital Outlay	8,971.22	42,138.60	0.00	0.00	0.00	0.00	0 %
172 - RECREATION Totals:	116,108.97	334,655.59	849,255.00	34,150.90	310,317.05	538,937.95	63 %
191 - NON-DEPARTMENTAL							
504 - Contract Services	302,006.02	0.00	0.00	0.00	0.00	0.00	0 %
570 - Other Financing Uses	286,063.30	0.00	0.00	0.00	0.00	0.00	0 %
191 - NON-DEPARTMENTAL Totals:	588,069.32	0.00	0.00	0.00	0.00	0.00	0 %
111 - GENERAL Totals:	4,133,531.32	4,430,059.05	8,864,699.00	972,564.96	4,570,983.40	0.00	48 %



	2012-2013 YTD Activity	2013-2014 YTD Activity	2014-2015 Budget	March 2014-2015 MTD Activity	2014-2015 YTD Activity	2014-2015 Budget Remaining	% Budget Remaining
<u>111 - GENERAL</u>							
500 - Personnel	2,834,449.30	3,012,925.25	6,364,717.00	442,196.64	3,067,858.87	3,296,858.13	52 %
503 - Supplies	152,364.84	169,576.56	486,133.00	26,281.41	169,777.12	316,355.88	65 %
504 - Contract Services	816,700.00	788,818.46	1,602,849.00	94,646.71	829,145.31	773,703.69	48 %
550 - Capital Outlay	34,665.38	225,188.94	100,000.00	0.00	15,761.90	84,238.10	84 %
570 - Other Financing Uses	295,351.80	233,549.84	311,000.00	409,440.20	488,440.20	-177,440.20	-57 %
111 - GENERAL Totals:	4,133,531.32	4,430,059.05	8,864,699.00	972,564.96	4,570,983.40	0.00	48 %
<u>211 - REGIONAL LIBRARY</u>							
503 - Supplies	5,295.46	5,227.46	21,000.00	732.96	7,516.78	13,483.22	64 %
504 - Contract Services	0.00	0.00	3,000.00	0.00	0.00	3,000.00	100 %
211 - REGIONAL LIBRARY Totals:	5,295.46	5,227.46	24,000.00	732.96	7,516.78	0.00	69 %
<u>212 - TRANSPORTATION</u>							
500 - Personnel	446,915.55	471,643.77	993,305.00	67,724.06	484,210.21	509,094.79	51 %
503 - Supplies	105,919.65	91,137.68	285,950.00	24,150.14	134,344.46	151,605.54	53 %
504 - Contract Services	243,814.31	257,180.33	838,107.00	45,014.94	265,227.78	572,879.22	68 %
550 - Capital Outlay	-26,177.58	180,020.52	660,000.00	159,731.50	164,731.50	495,268.50	75 %
560 - Debt Service	239,847.50	239,318.75	241,405.00	0.00	238,672.50	2,732.50	1 %
570 - Other Financing Uses	24,739.46	24,568.92	152,000.00	62.97	24,398.29	127,601.71	84 %
212 - TRANSPORTATION Totals:	1,035,058.89	1,263,869.97	3,170,767.00	296,683.61	1,311,584.74	0.00	59 %
<u>213 - CEMETERY</u>							
500 - Personnel	62,523.25	64,249.20	150,000.00	10,168.41	69,279.31	80,720.69	54 %
503 - Supplies	5,642.06	9,053.37	19,695.00	211.92	2,780.76	16,914.24	86 %
504 - Contract Services	8,280.86	10,600.63	23,758.00	893.09	12,269.53	11,488.47	48 %
550 - Capital Outlay	0.00	22,450.00	0.00	0.00	0.00	0.00	0 %
213 - CEMETERY Totals:	76,446.17	106,353.20	193,453.00	11,273.42	84,329.60	0.00	56 %
<u>214 - CEMETARY PERPETUAL CARE</u>							
504 - Contract Services	0.00	0.00	250,000.00	0.00	0.00	250,000.00	100 %
570 - Other Financing Uses	35,000.00	56,950.00	100,000.00	0.00	35,000.00	65,000.00	65 %
214 - CEMETARY PERPETUAL CARE Totals:	35,000.00	56,950.00	350,000.00	0.00	35,000.00	0.00	90 %
<u>215 - SPECIAL PROJECTS</u>							

	2012-2013 YTD Activity	2013-2014 YTD Activity	2014-2015 Budget	March 2014-2015 MTD Activity	2014-2015 YTD Activity	2014-2015 Budget Remaining	% Budget Remaining
500 - Personnel	2,731.51	5,386.61	0.00	10,310.68	10,310.68	-10,310.68	0 %
503 - Supplies	68,025.35	3,245.23	500,000.00	1,692.32	2,192.32	497,807.68	100 %
504 - Contract Services	85,492.15	13,547.56	0.00	409.83	409.83	-409.83	0 %
215 - SPECIAL PROJECTS Totals:	156,249.01	22,179.40	500,000.00	12,412.83	12,912.83	0.00	97 %
<u>216 - BUSINESS IMPROVEMENT</u>							
500 - Personnel	8,173.90	0.00	13,985.00	0.00	0.00	13,985.00	100 %
503 - Supplies	0.00	0.00	100.00	0.00	0.00	100.00	100 %
504 - Contract Services	443.36	567.10	4,100.00	85.42	989.10	3,110.90	76 %
550 - Capital Outlay	5,471.41	0.00	55,000.00	0.00	0.00	55,000.00	100 %
570 - Other Financing Uses	0.00	0.00	50,000.00	0.00	0.00	50,000.00	100 %
216 - BUSINESS IMPROVEMENT Totals:	14,088.67	567.10	123,185.00	85.42	989.10	0.00	99 %
<u>218 - PUBLIC SAFETY</u>							
503 - Supplies	3,131.60	20,352.80	12,000.00	55.00	1,915.00	10,085.00	84 %
550 - Capital Outlay	0.00	31,563.92	112,000.00	27,792.48	30,589.07	81,410.93	73 %
560 - Debt Service	52,233.75	56,493.75	65,356.00	0.00	55,627.50	9,728.50	15 %
570 - Other Financing Uses	42,901.57	13,590.00	200,000.00	0.00	0.00	200,000.00	100 %
218 - PUBLIC SAFETY Totals:	98,266.92	122,000.47	389,356.00	27,847.48	88,131.57	0.00	77 %
<u>219 - INDUSTRIAL SITES</u>							
503 - Supplies	0.00	0.00	3,000.00	0.00	0.00	3,000.00	100 %
504 - Contract Services	0.00	0.00	44,437.00	0.00	0.00	44,437.00	100 %
219 - INDUSTRIAL SITES Totals:	0.00	0.00	47,437.00	0.00	0.00	0.00	100 %
<u>223 - KENO</u>							
503 - Supplies	11,354.70	8,648.75	134,400.00	0.00	4,500.00	129,900.00	97 %
504 - Contract Services	2,252.50	354.96	0.00	0.00	307.96	-307.96	0 %
223 - KENO Totals:	13,607.20	9,003.71	134,400.00	0.00	4,807.96	0.00	96 %
<u>224 - ECONOMIC DEVELOPMENT</u>							
503 - Supplies	16.41	77.41	750.00	16.41	103.92	646.08	86 %
504 - Contract Services	200,701.78	409,691.85	4,935,000.00	96,780.75	474,342.23	4,460,657.77	90 %
224 - ECONOMIC DEVELOPMENT Totals:	200,718.19	409,769.26	4,935,750.00	96,797.16	474,446.15	0.00	90 %
<u>225 - MUTUAL FIRE</u>							

	2012-2013 YTD Activity	2013-2014 YTD Activity	2014-2015 Budget	March 2014-2015 MTD Activity	2014-2015 YTD Activity	2014-2015 Budget Remaining	% Budget Remaining
503 - Supplies	0.00	3,406.31	10,000.00	0.00	3,297.70	6,702.30	67 %
550 - Capital Outlay	0.00	0.00	495,000.00	0.00	487,802.00	7,198.00	1 %
225 - MUTUAL FIRE Totals:	0.00	3,406.31	505,000.00	0.00	491,099.70	0.00	3 %
<u>311 - DEBT SERVICE</u>							
504 - Contract Services	4,307.00	1,450.00	8,500.00	1,680.00	5,090.00	3,410.00	40 %
550 - Capital Outlay	88,375.54	0.00	1,000,000.00	0.00	0.00	1,000,000.00	100 %
560 - Debt Service	17,810.65	17,682.52	17,800.00	0.00	17,746.94	53.06	0 %
570 - Other Financing Uses	606,792.18	580,137.50	4,384,539.00	0.00	575,142.50	3,809,396.50	87 %
311 - DEBT SERVICE Totals:	717,285.37	599,270.02	5,410,839.00	1,680.00	597,979.44	0.00	89 %
<u>321 - TIF PROJECTS</u>							
560 - Debt Service	123,297.51	143,318.21	268,000.00	0.00	15,844.97	252,155.03	94 %
570 - Other Financing Uses	0.00	0.00	300,000.00	0.00	0.00	300,000.00	100 %
321 - TIF PROJECTS Totals:	123,297.51	143,318.21	568,000.00	0.00	15,844.97	0.00	97 %
<u>411 - CDBG</u>							
504 - Contract Services	1,400.00	0.00	0.00	0.00	0.00	0.00	0 %
411 - CDBG Totals:	1,400.00	0.00	0.00	0.00	0.00	0.00	0 %
<u>412 - LEASE CORPORATION</u>							
504 - Contract Services	20.00	0.00	0.00	20.00	20.00	-20.00	0 %
560 - Debt Service	649,343.75	579,787.50	633,539.00	0.00	574,792.50	58,746.50	9 %
412 - LEASE CORPORATION Totals:	649,363.75	579,787.50	633,539.00	20.00	574,812.50	0.00	9 %
<u>621 - ENVIRONMENTAL SERVICES</u>							
500 - Personnel	527,486.93	545,223.30	1,141,955.00	84,900.26	574,683.08	567,271.92	50 %
503 - Supplies	97,495.33	85,957.74	217,550.00	15,660.88	59,341.85	158,208.15	73 %
504 - Contract Services	300,947.35	298,906.83	703,092.00	90,172.48	292,492.67	410,599.33	58 %
550 - Capital Outlay	23,110.00	0.00	410,000.00	0.00	198,637.04	211,362.96	52 %
570 - Other Financing Uses	27,739.56	27,568.91	55,300.00	62.97	27,398.29	27,901.71	50 %
621 - ENVIRONMENTAL SERVICES Totals:	976,779.17	957,656.78	2,527,897.00	190,796.59	1,152,552.93	0.00	54 %
<u>631 - WASTEWATER</u>							
500 - Personnel	380,112.17	410,062.49	895,488.00	67,553.56	436,090.74	459,397.26	51 %
503 - Supplies	51,099.88	27,427.63	107,873.00	2,290.32	23,179.35	84,693.65	79 %

	2012-2013 YTD Activity	2013-2014 YTD Activity	2014-2015 Budget	March 2014-2015 MTD Activity	2014-2015 YTD Activity	2014-2015 Budget Remaining	% Budget Remaining
504 - Contract Services	242,442.31	199,274.76	483,846.00	42,535.69	225,387.72	258,458.28	53 %
550 - Capital Outlay	709,560.51	31,260.07	920,000.00	6,212.00	255,953.77	664,046.23	72 %
560 - Debt Service	322,945.35	322,945.35	645,891.00	0.00	322,945.35	322,945.65	50 %
570 - Other Financing Uses	70,739.56	70,568.89	241,500.00	62.97	70,398.29	171,101.71	71 %
631 - WASTEWATER Totals:	1,776,899.78	1,061,539.19	3,294,598.00	118,654.54	1,333,955.22	0.00	60 %
<u>641 - WATER</u>							
500 - Personnel	351,472.45	376,279.31	796,204.00	61,735.20	402,813.74	393,390.26	49 %
503 - Supplies	201,935.65	175,393.62	594,356.00	13,412.92	371,078.48	223,277.52	38 %
504 - Contract Services	179,329.45	147,665.96	347,662.00	22,757.87	128,645.72	219,016.28	63 %
550 - Capital Outlay	39,006.50	0.00	1,003,000.00	270,674.86	429,591.54	573,408.46	57 %
570 - Other Financing Uses	39,739.56	39,568.92	177,000.00	62.97	39,398.27	137,601.73	78 %
641 - WATER Totals:	811,483.61	738,907.81	2,918,222.00	368,643.82	1,371,527.75	0.00	53 %
<u>651 - ELECTRIC</u>							
503 - Supplies	0.00	0.00	1,000.00	0.00	0.00	1,000.00	100 %
570 - Other Financing Uses	1,700,531.27	1,416,218.40	3,150,000.00	0.00	1,408,701.50	1,741,298.50	55 %
651 - ELECTRIC Totals:	1,700,531.27	1,416,218.40	3,151,000.00	0.00	1,408,701.50	0.00	55 %
<u>661 - STORMWATER</u>							
503 - Supplies	2,269.03	2,664.43	41,369.00	39.24	2,520.10	38,848.90	94 %
504 - Contract Services	70,810.80	21,113.26	107,205.00	842.83	10,891.92	96,313.08	90 %
550 - Capital Outlay	0.00	15,081.77	50,000.00	0.00	0.00	50,000.00	100 %
570 - Other Financing Uses	0.00	0.00	230,000.00	0.00	0.00	230,000.00	100 %
661 - STORMWATER Totals:	73,079.83	38,859.46	428,574.00	882.07	13,412.02	0.00	97 %
<u>721 - GIS SERVICES</u>							
500 - Personnel	35,106.32	36,880.96	76,979.00	5,914.90	37,737.37	39,241.63	51 %
503 - Supplies	288.01	3,000.00	6,900.00	118.74	3,138.64	3,761.36	55 %
504 - Contract Services	6,672.49	5,508.24	14,600.00	36.22	6,623.50	7,976.50	55 %
560 - Debt Service	17,958.14	17,275.64	34,500.00	251.88	16,593.14	17,906.86	52 %
721 - GIS SERVICES Totals:	60,024.96	62,664.84	132,979.00	6,321.74	64,092.65	0.00	52 %
<u>811 - UNEMPLOYMENT COMP</u>							
504 - Contract Services	1,536.00	29.08	65,000.00	0.00	0.00	65,000.00	100 %
811 - UNEMPLOYMENT COMP Totals:	1,536.00	29.08	65,000.00	0.00	0.00	0.00	100 %

	2012-2013 YTD Activity	2013-2014 YTD Activity	2014-2015 Budget	March 2014-2015 MTD Activity	2014-2015 YTD Activity	2014-2015 Budget Remaining	% Budget Remaining
812 - HEALTH INSURANCE							
504 - Contract Services	708,676.20	1,759,273.41	2,551,740.00	106,013.78	774,743.85	1,776,996.15	70 %
812 - HEALTH INSURANCE Totals:	708,676.20	1,759,273.41	2,551,740.00	106,013.78	774,743.85	0.00	70 %

City of Scottsbluff, Nebraska

Monday, April 20, 2015

Regular Meeting

Item Pub. Hear.1

Council to conduct a public hearing as set for this date at 6:05 p.m. to consider and take action concerning the report of the Economic Development Program Citizen's Advisory Committee.

Staff Contact: Rick Kuckkahn, City Manager

CITIZEN'S ADVISORY COMMITTEE MINUTES
March 19, 2015
Scottsbluff City Hall

A meeting of the City of Scottsbluff Economic Development Citizen's Advisory Committee was held on March 19, 2015, at Noon, at City Hall, 2525 Circle Drive, Scottsbluff, NE.

Committee members in attendance were Mark Harris, Marci Meyer, and Scott Phillips. Also in attendance were Rick Kuckkahn (City Manager/Program Administrator), Rick Ediger (Deputy City Attorney), Renae Griffiths (City Finance Director) and Rawnda Pierce (Twin Cities Development). Sam Mark and Diane Vandenberg were unable to attend.

Chairman Harris opened the meeting. It was noted that a copy of the Nebraska Open Meetings Act is posted on the west wall of the meeting room. There were no changes in the agenda or citizens with unscheduled business.

Due to the fact that confidential information would be presented from the reports of program recipients, it was necessary for the Committee to go into executive session for the purpose of reviewing Job Credit Reports. It was moved by Phillips and seconded by Meyer that the Committee go into executive session and include all persons present at the meeting. Voting yes: Harris, Meyer, Phillips; Voting no: None.

The Committee went into executive session at 12:08 p.m. At the conclusion of the executive session, the meeting was reconvened in open session at 12:46 p.m. The Chairman indicated the Committee had received substantial information concerning various program recipients during the executive session, but no action had been taken during the executive session.

The first action item was the approval of the minutes of the August 1, 2013 Meeting. It was moved by Meyer and seconded by Phillips that those minutes be approved. Voting yes: Harris, Meyer, Phillips; Voting no: None.

The second action item was based on the Committee's review of reports and a summary from the various program recipients during the executive session. Reports were received from the following representing job credits as of June 30, 2014:

Western Pathology Consultants
CS Precision

Karsten Gering
Vertex
CST Mechanical
Aulick Manufacturing
Klein Family Trucking
CHC West, LLC

It was moved by Phillips and seconded by Meyer that the Job Credit Reports from the above businesses be accepted. Voting yes: Harris, Meyer, Phillips; Voting no: None. Notification of this action by the Committee will be given to all of the above businesses.

It was pointed out by Attorney Ediger that the entire amount of the grant to CHC West, LLC of \$15,000 is due and owing to the City. It was moved by Meyer and seconded by Phillips that the staff proceed to take action to collect the entire amount owed. Voting yes: Harris, Meyer, Phillips; Voting no: None.

It was moved by Phillips and seconded by Meyer that a report of the action of the Committee be prepared and submitted to the City Council to include the matters referred to above. Voting yes: Harris, Meyer, Phillips; Voting no: None.

There being no further business, it was moved by Meyer and seconded by Phillips to adjourn the meeting. Voting yes: Harris, Meyer, Phillips; Voting no: None. The meeting was adjourned at 12:52 p.m.

Rick Kuckkahn, Program Administrator

**City of Scottsbluff
Economic Development Program
Report of Citizen's Advisory Committee Meeting
March 19, 2015**

The Economic Development Citizen's Advisory Committee met on March 19, 2015, and issues this report to the City Council based on action taken by the Committee at that meeting. All reports received between the last Committee meeting and June 30, 2014, were reviewed.

As of June 30, 2014, the City had awarded 36 grants to businesses since the beginning of the Program. 10 grants are active, with the rest having previously been terminated, earned, repaid, or settled. Annual Reports were reviewed and accepted for the following businesses for the periods ended June 30, 2014:

Western Pathology Consultants
CS Precision
Karsten Gering
Vertex
CST Mechanical
Aulick Manufacturing
Klein Family Trucking
CHC West, LLC

Each of the Committee Members and the Council Members have been provided with Job Report Summaries as of June 30, 2014. The information concerning actual employee numbers for each business are, however, confidential and cannot be released as to specifics without the permission of the individual businesses. The following general information can, however, be provided in summary form:

1. Job creation grants netting almost \$6.8 million (after repayment of amounts granted and repaid) have been awarded to businesses since the beginning of the program (1/1/96). The City currently has a loan of \$225,000 outstanding to Fusion Ranch, Inc. (formerly KYS Foods) in connection with their facility. The City also invested in water extension projects benefitting Qualifying Business located near the airport (Fusion Ranch and the EagleMed hangar). In addition, the City's program has made a significant contribution to job training in this area through assistance to Western Nebraska Community College.
2. Out of the businesses that continue to be in operation or have been sold to entities who have maintained the business, over 1200 jobs have been created or retained through

the assistance of the City's program. Additional jobs were created for a period of time by businesses that have since been closed.

3. Out of the funds that have been awarded to businesses for job creation, the amount lost from businesses that did not survive as of the last reporting period is just over \$500,000. Almost half of this amount is from the Performark Grant which was settled by transferring the equipment remaining in their building to the City. That facility is now occupied by an HHS Call Center, for which incentives were provided by Twin Cities Development. Many of the businesses that have benefited from our program have produced jobs well in excess of their job commitment to the City. If these additional jobs were factored in, the impact of the net loss from failed businesses is much less.

4. City Staff and the Citizen's Review Committee are satisfied with the information provided by the businesses reviewed at the Review Committee meeting. With one exception, all businesses with active grants are current in their reporting. Unfortunately, CHC West, LLC, is no longer in business, not having earned any of the credits, and they have been notified of their obligation to repay the amount owed.

City of Scottsbluff, Nebraska

Monday, April 20, 2015

Regular Meeting

Item Pub. Hear.2

Council to conduct a public hearing as set for this date at 6:05 p.m. to consider the zone change request for Lots 1 and 2, Block 1, City Central Subdivision, from M-1 Light Manufacturing to C-3 Heavy Commercial and approve the Ordinance.

Staff Contact: Rick Kuckkahn, City Manager

Agenda Statement

Item No.

For meeting of: April 20, 2015

AGENDA TITLE: Public Hearing for zone change request for Lots 1 and 2, Block 1, City Central Subdivision, from M-1 Light Manufacturing to C-3 Heavy Commercial.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Development Services

PRESENTATION BY: Rick Kuckkahn

SUMMARY EXPLANATION: Zone change request from property owners, Four Play LLC to rezone Lots 1 and 2, Block 1, City Central Subdivision. The property owner(s), have made this request after talking with City Staff, City Staff requested the change in zoning, current zoning has Lot 2, Block 1, City Central Subdivision in two zoning districts C-3 and M-1, the C-3 Heavy Commercial zoning district is a good fit for this area as the properties to the north, south, and east are zoned C-3, the change in zoning is consistent with the City's Comprehensive Development Plan. The change in zoning will also clean up our zoning district lines; the C-3 Heavy Commercial zone is more restrictive than the M-1 Light manufacturing zone which could allow junk yards, temporary buildings, & solid waste transfer stations on this stretch of Broadway.

BOARD/COMMISSION RECOMMENDATION: At their regular meeting of April 13, 2015 the Planning Commission made positive recommendation of the zone change request for Lots 1 & 2, Block 1, City Central Subdivision from M-1 Light Manufacturing to C-3 Heavy Commercial.

STAFF RECOMMENDATION: City Council approve ordinance to rezone Lots 1 & 2, Block 1, City Central Subdivision from M-1 to C-3.

EXHIBITS

Resolution Ordinance x Contract Minutes Plan/Map x

Other (specify) _____

NOTIFICATION LIST: x Yes No Further Instructions
Four Play LLC

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

City of Scottsbluff, Nebraska

Monday, April 20, 2015

Regular Meeting

Item Pub. Hear.3

Council to consider a Final Plat for Lots 1 and 2, Block 2, City Central Subdivision, a replat of Block 3, Farmland Industries Subdivision and tax lots 17 and 45, and part of tax lots 18 & 44, City of Scottsbluff, Scotts Bluff Co., NE and approve the Resolution.

Staff Contact: Rick Kuckkahn, City Manager

Agenda Statement

Item No.

For meeting of: April 20, 2015

AGENDA TITLE: Final Plat for Lots 1 and 2, Block 2, City Central Subdivision, a replat of Block 3, Farmland Industries Subdivision and tax lots 17 and 45, and part of tax lots 18 & 44, situated in the NW ¼ of the NE ¼ of Section 26, T22N, R55W of the 6th P.M., City of Scottsbluff, Scotts Bluff County, Nebraska.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Development Services

PRESENTATION BY: Rick Kuckkahn

SUMMARY EXPLANATION: The applicant(s), Galloway & Company, Inc., representing property owners, Fourplay LLC, have requested approval of a final plat of Lots 1 & 2, Block 1, City Central Subdivision, a replat of Block 3, Farmland Industries Subdivision and tax lots 17 & 45, and a part of tax lots 18 & 44, situated in the NW ¼ of the NE ¼ of Section 26, T22N, R55W of the 6th P.M., City of Scottsbluff, Scotts Bluff County, NE. The final plat contains two lots; Lot 1 consists of approximately 7.8± acres and Lot 2 is approximately 6.03 ± acres. Lot one is zoned M-1 Light Manufacturing and Lot 2 is zoned both M-1 Light Manufacturing and C-3 Heavy commercial. The applicants have submitted a rezone request along with the final plat and would like both lots to be zoned C-3 Heavy commercial. This is consistent with our comprehensive development plan. Properties to the north and south are zoned C-3, properties to the east and west are zoned M-1.

The plat has a 15' water utility easement, that loops around the building this easement borders three of the lot lines. The Planning Commission asked that the developers increase this easement to 25' to allow better access for emergency and utility vehicles for maintenance and emergencies. The Planning Commission also asked staff to work on some changes in code to address the language regarding alley access onto commercial business lots allowing for exceptions depending on the situation and type of development.

BOARD/COMMISSION RECOMMENDATION: The Planning Commission at their regular meeting of April 13 2015 made positive recommendation to City Council, with the condition that the 15' water utility easement be changed to a 25' easement.

STAFF RECOMMENDATION: Approve final plat and resolution for filing at the Register of Deeds

EXHIBITS

Resolution X Ordinance Contract Minutes x Plan/Map x

Other (specify) _____

NOTIFICATION LIST: Yes X No Further Instructions

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

City of Scottsbluff, Nebraska

Monday, April 20, 2015

Regular Meeting

Item Pub. Hear.4

Council to conduct a public hearing set for this date at 6:05 p.m. to consider the rezone of part of Lots 1 & 2, Block 9 Five Oaks Subd., and unplatted lands, from A- Agricultural to C-2 Neighborhood & Retail Commercial, parcels are South of 42nd & East of Highway 71; and approve Ordinance.

Staff Contact: Rick Kuckkahn, City Manager

City of Scottsbluff, Nebraska

Monday, April 20, 2015

Regular Meeting

Item Pub. Hear.5

Council to conduct a public hearing and consider an Ordinance annexing approximately 32.67± acres of the Five Oaks Subdivision, situated south of 42nd Street and East of Avenue I to the current city limits line into the Corporate Limits of the City of Scottsbluff, and approve the Ordinance.

Staff Contact: Rick Kuckkahn, City Manager

Agenda Statement

Item No.

For meeting of: April 20, 2015

AGENDA TITLE: An ordinance annexing approximately 32.67± acres of the Five Oaks Subdivision, situated south of 42nd Street and East of Avenue I to the current city limits line into the Corporate Limits of the City of Scottsbluff.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Development Services

PRESENTATION BY: Rick Kuckkahn, City Manager

SUMMARY EXPLANATION: C & T Holdings and ClarkNation LLC, property owners, of the preliminary plat Five Oaks Subdivision have requested annexation into the corporate boundaries of the City of Scottsbluff. This area is recommended for immediate annexation in the City's 2004 Comprehensive Plan.

BOARD/COMMISSION RECOMMENDATION: Planning Commission at their regular meeting of April 13, 2015 recommended annexation ordinance of the Five Oaks Subdivision.

STAFF RECOMMENDATION: Recommend Annexation of the Five Oaks Subdivision into the City's corporate limits.

EXHIBITS

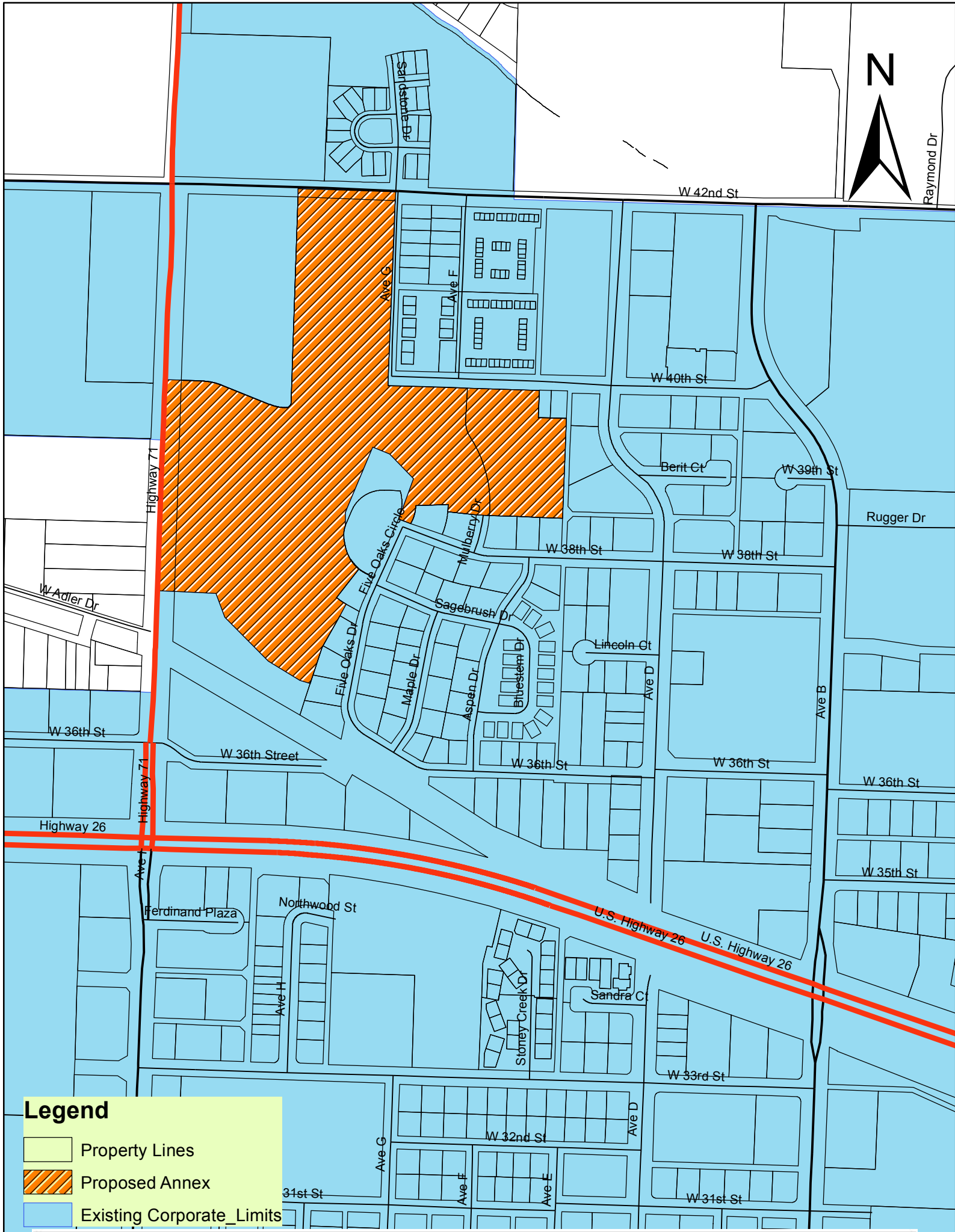
Resolution Ordinance Contract Minutes Plan/Map

Other (specify) _____




NOTIFICATION LIST: Yes No Further Instructions

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk



Legend

-  Property Lines
-  Proposed Annex
-  Existing Corporate Limits

ORDINANCE NO. _____

AN ORDINANCE ANNEXING A PARCEL OF LAND CONSISTING OF 1,423,091 SQ. FT. (32.67 ACRES), MORE OR LESS, IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 22 NORTH, RANGE 55 WEST, OF THE 6TH PRINCIPAL MERIDIAN, IN SCOTTS BLUFF COUNTY, NEBRASKA, SAID TRACT OR PARCEL BEING MORE PARTICULARLY DESCRIBED BELOW.

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

Section 1. The owners of the following described real estate (the "real estate") have filed a written request that the real estate be annexed into the City of Scottsbluff, Nebraska (the "City"). The real estate described below is hereby found and declared to be contiguous and adjacent to the corporate limits of the City, to be urban or suburban in character, and not to be agricultural land which is rural in character:

A parcel of land consisting of 1,423,091 sq. ft. (32.67 acres), more or less, in the Northwest Quarter of Section 14, Township 22 North, Range 55 West, of the 6th Principal Meridian, in Scotts Bluff County, Nebraska, said tract or parcel being more particularly described as follows:

COMMENCING at the Northwest corner of Section 14, Township 22 North, Range 55 West, of the 6th Principal Meridian, whence the west quarter corner of said Section 14, Bears South 02°03'39" West, a distance of 2675.32 feet; Thence along the north line of the northwest quarter of said Section 14, South 88°13'30" East, a distance of 502.95 feet; Thence South 01°46'30" East, a distance of 33.00 feet to a point on the existing south right of way of 42nd Street and to the **POINT OF BEGINNING**;

Thence along said existing south right of way line of 42nd Street South 88°13'30" East, a distance of 381.22 feet to a point of the existing west right of way of Avenue G;

Thence along said west right of way of Avenue G, South 02°09'33" West, a distance of 743.92 feet to a point on the existing south right of way line of 40th street;

Thence along said existing south right of way line of 40th street, South 88°19'45" East, a distance of 598.64 feet to a point on the west line of Five Oaks Block 16;

Thence along said west line of Block 16, South 01°40'30" West, a distance of 107.50 feet;

Thence along the south line of Five Oaks Block 16, South 88°19'45" East, a distance of 110.02 feet to a point on the west right of way line of an existing alley;

Thence along said west of right of way line, South 02°05'08" West, a distance of 389.08 feet;

Thence departing said west right of way line, North 87°55'06" West, a distance of 290.53 feet to a point at the northeast corner of the existing right of way of Mulberry Street dead end;

Thence along the north line of the end of the existing Mulberry Street, North 88°52'18" West, a distance of 52.17 feet;

Thence departing said Mulberry Street North 83°57'32" West, a distance of 117.00 feet;

Thence on the arc of a curve to the left, a radius of 318.00 feet, a central angle of 05°37'57", a distance of 31.26 feet, (a chord bearing North 03°13'30" East, a distance of 31.25 feet);

Thence North 88°26'48" West, a distance of 180.75 feet;

Thence on the arc of a curve to the left, a radius of 159.00 feet, a central angle of 18°14'20", a distance of 50.61 feet, (a chord bearing North 07°53'39" West, a distance of 50.40 feet);

Thence North 87°18'07" West, a distance of 56.57 feet;

Thence on the arc of a curve to the left, a radius of 134.00 feet, a central angle of 22°43'32", a distance of 53.15 feet, (a chord bearing South 81°20'07" West, a distance of 52.80 feet);

Thence on the arc of a curve to the left, a radius of 134.00 feet, a central angle of 25°23'50", a distance of 59.40 feet, (a chord bearing South 57°16'26" West, a distance of 58.91 feet);

Thence on the arc of a curve to the left, a radius of 134.00 feet, a central angle of 22°13'34", a distance of 51.98 feet, (a chord bearing South 33°27'44" West, a distance of 51.66 feet);

Thence South 22°20'57" West, a distance of 54.48 feet;

Thence on the arc of a curve to the left, a radius of 154.00 feet, a central angle of 08°21'16", a distance of 22.46 feet, (a chord bearing South 18°10'19" West, a distance of 22.43 feet);

Thence on the arc of a curve to the left, a radius of 154.00 feet, a central angle of 22°07'48", a distance of 59.48 feet, (a chord bearing South 02°55'47" West, a distance of 59.11 feet);

Thence on the arc of a curve to the left, a radius of 154.00 feet, a central angle of 22°08'04", a distance of 59.49 feet, (a chord bearing South 19°12'08" East, a distance of 59.12 feet);

Thence on the arc of a curve to the left, a radius of 154.00 feet, a central angle of 20°46'38", a distance of 55.85 feet, (a chord bearing South 40°39'29" East, a distance of 55.54 feet);

Thence South 38°14'05" West, a distance of 195.53 feet;

Thence on the arc of a curve to the left, a radius of 349.00 feet, a central angle of 08°56'40", a distance of 54.48 feet, (a chord bearing South 56°14'15" East, a distance of 54.43 feet);

Thence South 29°17'26" West, a distance of 146.00 feet;

Thence South 18°00'06" West, a distance of 123.44 feet;

Thence South 18°00'06" West, a distance of 154.77 feet to a point on the North right of way of the Scottsbluff Drain;

Thence along said north right of way line, North 59°43'24" West, a distance of 585.67 feet to a point on the east right of way line of Highway 71;

Thence along said east right of way line of Highway 71, North 02°03'39" East, a distance of 1,028.19 feet;

Thence South 87°56'20" East, a distance of 87.56 feet;

Thence on the arc of a curve to the right, a radius of 226.00 feet, a central angle of 19°49'11", a distance of 78.18 feet, (a chord bearing South 78°01'45" East, a distance of 77.79 feet);

Thence South 68°07'09" East, a distance of 204.03 feet;

Thence on the arc of a curve to the left, a radius of 174.00 feet, a central angle of 20°00'00", a distance of 60.74 feet, (a chord bearing South 78°07'09" East, a distance of 60.43 feet);

Thence South 88°07'09" East, a distance of 5.04 feet;

Thence on the arc of a curve to the left, a radius of 20.00 feet, a central angle of 90°00'00", a distance of 31.42 feet, (a chord bearing North 46°52'51" East, a distance of 28.28 feet);

Thence North 01°52'51" East, a distance of 813.15 feet to a point on the existing south right of way line of 42nd Street, said point also being the **POINT OF BEGINNING**.

The above described parcel contains 1,423,091 sq. ft. (32.67 acres), more or less.

Section 2. The real estate described in paragraph 1 is hereby annexed to and included within the corporate limits of the City, and hereafter shall be and remain a part of the City for all purposes whatsoever.

Section 3. The owners, occupants and users of the real estate described in paragraph 1 shall be entitled to all the rights and privileges, and subject to all the laws, ordinances, rules and regulations of the City. Such owners, occupants and users shall receive substantially the benefits of other owners, occupants and users of lands within the City as soon as practical, and adequate plans and necessary City Council action, if any, to furnish such benefits as police, fire, snow removal and water service shall be adopted as provided in Neb. Rev. Stat. §16-120 (Reissue 2012).

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

PASSED AND APPROVED on _____, 2015.

Mayor

ATTEST:

City Clerk (Seal)

City of Scottsbluff, Nebraska

Monday, April 20, 2015

Regular Meeting

Item Public Inp1

Council to receive presentation from Scott Keene, Ameritas, on draft bond ordinances for road projects and possible bond refunding and authorize proceeding with preparation for bond issuance for the road projects and bond refundings.

Staff Contact: Renae Griffiths, Finance Director

Agenda Statement

Item No.

For meeting of: **April 20, 2015**

AGENDA TITLE: Council to listen to presentation from Scott Keene, Ameritas, on draft bond ordinance for road projects and possible bond refundings.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Finance

PRESENTATION BY: Scott Keene with Ameritas

SUMMARY EXPLANATION: Scott will present to the council the process of two bond issuances. He will also present the proposed parameters for the new issuances. These parameters will include items such as interest rates and maturity that the issuance must stay within in order to proceed with the process. This is for review of draft ordinance and the final ordinance is planned for presentation on the May 4, 2015 council meeting. Proposed bond issuances are for:

- Road projects for chip seal project; 27th & 2nd left turn lane; new zoo entrance & Ave N; mill overlay from 27th to 33rd
- Combining lease purchase bonds into a refunding on the library and public safety building bonds to reduce interest costs

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Approve proceeding with bond issuances within stated parameters.

EXHIBITS

Resolution Draft Ordinance Contract Minutes Plan/Map

Other (specify) _____

NOTIFICATION LIST: Yes No Further Instructions

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

Rev 3/1/99Clerk

A regular meeting of the Mayor and Council of the City of Scottsbluff, Nebraska (the “City”) was held on Monday, _____, 2015, at 6:00 p.m., in the Council Chambers, _____, in the City, the same being open to the public and preceded by advance publicized notice duly given in strict compliance with the provisions of the Open Meetings Act, Chapter 84, Article 14, Reissue Revised Statutes of Nebraska, as amended, as set forth on **Exhibit A** attached hereto stating (a) the date, time and place of the meeting; (b) that an agenda for the meeting, kept continuously current, was available for public inspection in the offices of the Clerk; and (c) that the meeting would be open to the attendance of the public. The Mayor and each member of the Council was also given advance notice of the meeting as acknowledged on **Exhibit B** attached hereto. Additionally, reasonable efforts were made to provide advance notice of the date, time, and place of the meeting to all news media requesting the same.

The Mayor, _____, presided and the Clerk, _____, recorded the proceedings. On roll call, the Mayor and the following Council Members were present: _____; the following Council Members were absent: _____. A quorum being present and the meeting duly convened, the following proceedings were had and done while the meeting was open to the attendance of the public. The Mayor publicly announced the location of a current copy of the Open Meetings Act posted in the meeting room for access by the public.

* * * * *

(Omitted Proceedings)

* * * * *

The Mayor stated that the next item on the agenda was the consideration of an ordinance authorizing the issuance of the City’s General Obligation Highway Allocation Fund Pledge Bonds, Series 2015. Council Member _____ introduced an ordinance (the “**Ordinance**”) titled as follows:

ORDINANCE NO. ____

AN ORDINANCE AUTHORIZING THE ISSUANCE, SALE, AND DELIVERY OF GENERAL OBLIGATION HIGHWAY ALLOCATION FUND PLEDGE BONDS, SERIES 2015, OF THE CITY OF SCOTTSBLUFF, NEBRASKA IN A PRINCIPAL AMOUNT NOT TO EXCEED \$_____ TO PAY THE COSTS OF CONSTRUCTING IMPROVEMENTS TO CERTAIN STREETS OF THE CITY; PRESCRIBING THE FORM AND CERTAIN DETAILS OF THE BOND AND PROVIDING FOR THE FIXING AND ESTABLISHING OF OTHER DETAILS OF THE BONDS; PLEDGING FUNDS RECEIVED FROM THE NEBRASKA HIGHWAY ALLOCATION FUND AND PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON THE BONDS AS THEY BECOME DUE; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND RELATED MATTERS

and moved that the statutory rule requiring that ordinances be read by title on three different days be suspended so that the Ordinance might be introduced, read by title and then moved for final passage on the same day, without the same being read in full, which motion was seconded by Council Member _____. On roll call vote, the following Council Members voted in favor of the motion to suspend the statutory rule: _____; the following Council Members voted against the motion: _____; the following Council Members were absent or did not vote: _____. The motion to suspend the statutory rule having been agreed upon by at least three-fourths of all of the Council Members present and acting, the Mayor declared the motion passed and the statutory rule suspended.

Following the reading of the title of the Ordinance, Council Member _____ moved that the Ordinance be passed, which motion was seconded by Council Member _____. On roll call vote, the following Council Members voted in favor of passing the Ordinance: _____; the following Council Members voted against passing the Ordinance: _____; the following Council Members were absent or did not vote: _____. The passage of the Ordinance having been agreed upon by a majority of all Members elected to the Council, the Mayor declared the Ordinance passed and, in the presence of the Council,

signed and approved the Ordinance. The Clerk attested to the passage of the Ordinance by signing the same and affixing the seal of the City to the Ordinance. A true and complete copy of the Ordinance is attached hereto as **Exhibit C**.

* * * * *

(Omitted Proceedings)

* * * * *

There being no further business to come before the meeting, on motion duly made, seconded and carried by unanimous vote, the meeting was adjourned.

Cindy Dickinson, Clerk
City of Scottsbluff, Nebraska

AFFIDAVIT OF PUBLICATION OF NOTICE OF MEETING

**ACKNOWLEDGMENT OF RECEIPT OF
ADVANCE NOTICE OF MEETING**

**ACKNOWLEDGMENT OF RECEIPT OF
ADVANCE NOTICE OF MEETING**

We, the undersigned, constituting the Mayor and all of the Members of the Council of the City of Scottsbluff, Nebraska, hereby acknowledge receipt of advance notice of the regular meeting of the Mayor and Council and the agenda for the same held Monday, _____, 2015, at 6:00 p.m., in the Council Chambers, _____, in the City of Scottsbluff, Nebraska.

DATED: _____, 2015.

Mayor

Council Member

Council Member

Council Member

Council Member

ORDINANCE NO. ____

ORDINANCE NO. ____

CITY OF SCOTTSBLUFF, NEBRASKA

PASSED AND APPROVED

_____, 2015

Authorizing

Not to Exceed

\$_____

**GENERAL OBLIGATION HIGHWAY ALLOCATION FUND PLEDGE BONDS
SERIES 2015**

Ordinance

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Exhibit A - Form of Bond

ORDINANCE NO. ____

AN ORDINANCE AUTHORIZING THE ISSUANCE, SALE, AND DELIVERY OF GENERAL OBLIGATION HIGHWAY ALLOCATION FUND PLEDGE BONDS, SERIES 2015, OF THE CITY OF SCOTTSBLUFF, NEBRASKA IN A PRINCIPAL AMOUNT NOT TO EXCEED \$_____ TO PAY THE COSTS OF CONSTRUCTING IMPROVEMENTS TO CERTAIN STREETS OF THE CITY; PRESCRIBING THE FORM AND CERTAIN DETAILS OF THE BOND AND PROVIDING FOR THE FIXING AND ESTABLISHING OF OTHER DETAILS OF THE BONDS; PLEDGING FUNDS RECEIVED FROM THE NEBRASKA HIGHWAY ALLOCATION FUND AND PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON THE BONDS AS THEY BECOME DUE; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND RELATED MATTERS

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

FINDINGS AND DETERMINATIONS

The Mayor and Council of the City of Scottsbluff, Nebraska (the “City”) hereby find and determine as follows:

1. It is necessary, desirable and advisable that the City construct improvements to certain streets of the City, together with related improvements (collectively, the “Project”) pursuant to plans, specifications and estimates of costs prepared by the City’s special engineers.

2. The estimated costs for such improvements are not less than \$_____.

3. Pursuant to the provisions of Section 66-4,101, Reissue Revised Statutes of Nebraska, as amended (the “Act”), the City is authorized to (a) issue its general obligation highway allocation fund pledge bonds to pay the costs of the Project, (b) pledge funds received from the State of Nebraska Highway Allocation Fund (the “Highway Allocation Fund”) to the payment of the principal thereof and the interest thereon, and (c) levy and collect a tax upon all the taxable property in the City at such rate or rates within any applicable statutory and constitutional limitations as will provide funds which, together with receipts from the Highway Allocation Fund pledged to the payment of such bonds, will be sufficient in amount to pay the principal of such bonds and the interest thereon when and as the same become due.

4. Taking into consideration available funds of the City for such purposes, it will be necessary for the City to issue its general obligation highway allocation fund pledge bonds in a principal amount not to exceed \$_____ (the “Bonds”) to pay the costs of the Project.

5. In addition to the Bonds herein authorized, the City has outstanding under the Act its General Obligation Highway Allocation Fund Pledge Bonds, Series 2012, date of original issue – January 10, 2012, issued in the original principal amount of \$1,180,000 and currently outstanding in the principal amount of \$475,000 (the “2012 Bonds”).

6. The maximum annual debt service on the Bonds and the 2012 Bonds will not be greater than \$_____, and the City's anticipated receipts from the Highway Allocation Fund for its current fiscal year are not less than \$_____.

7. All conditions, acts and things required to exist or to be done precedent to the issuance of the Bonds, the pledging of funds and the levying of taxes as provided in this Ordinance do exist and have been done as required by law.

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms used in this Ordinance have the following meanings:

"Act" means Sections 66-4,101 and 66-4,102, Reissue Revised Statutes of Nebraska, as amended.

"Authorized Officer" means the Mayor of the City.

"Beneficial Owner" means any Person that (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Bond Counsel" means Gilmore & Bell, P.C., or other attorney or firm of attorneys with a nationally recognized standing in the field of municipal bond financing selected by the City.

"Bond Register" means the books for the registration, transfer and exchange of the Bonds kept at the office of the Paying Agent.

"Bonds" means the not to exceed \$_____ principal amount of General Obligation Highway Allocation Fund Pledge Bonds, Series 2015, authorized and issued by the City pursuant to this Ordinance.

"Business Day" means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its banking operations.

"Cede & Co." means Cede & Co., as nominee of The Depository Trust Company, New York, New York.

"City" means the City of Scottsbluff, Nebraska.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the Treasury Department proposed or promulgated thereunder.

"Construction Fund" means the fund by that name referred to in **Section 501**.

“Continuing Disclosure Undertaking” means the Continuing Disclosure Undertaking executed by the City, dated the date of delivery of the Bonds, as originally executed and as amended from time to time in accordance with its terms.

“Debt Service Fund” means the fund by that name referred to in **Section 501**.

“Defaulted Interest” means interest on the Bonds which is payable but not paid on any Interest Payment Date.

“Defeasance Obligations” means any of the following obligations:

(a) Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (A) not subject to redemption prior to maturity or (B) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) the obligations are rated in the highest rating category by Moody’s Investors Service, Inc. (presently “Aaa”) or Standard & Poor’s Ratings Group (presently “AAA”).

“Designated Office” means the corporate trust administration office maintained by the Paying Agent at which the Paying Agent discharges its obligations under this Ordinance and which may be changed by the Paying Agent upon written notice to the City and to each Registered Owner.

“Government Obligations” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States, including evidences of a direct ownership interest in future interest or principal payments on obligations issued or guaranteed by the United States (including the interest component of obligations of the Ordinance Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the City.

“Interest Payment Date” means the dates established by the Authorized Officer pursuant to **Section 210** for the payment of interest on the Bonds.

“Maturity” when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

“Ordinance” means this Ordinance passed by the Council and approved by the Mayor, authorizing the issuance of the Bonds, as amended from time to time.

“Outstanding” means, when used with reference to the Bonds, as of any particular date of determination, all Bonds theretofore authenticated and delivered hereunder, except the following Bonds:

(a) Bonds theretofore cancelled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of **Section 701** hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

“Participants” means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

“Paying Agent” means _____.

“Permitted Investments” means any of the following securities, if and to the extent the same are at the time legal for investment of the City’s funds:

(a) Government Obligations;

(b) bonds, notes or other obligations of the State, or any political subdivision of the State, that at the time of their purchase are rated in either of the two highest rating categories by a nationally recognized rating service;

(c) repurchase agreements with any bank, bank holding company, trust company, or other financial institution organized under the laws of the United States or any state, that are continuously and fully secured by any one or more of the securities described in clause (a) or (b) above and that have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such repurchase agreement and are held in a custodial or trust account for the benefit of the City;

(d) obligations of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks, Farmers Home Administration and Federal Home Loan Mortgage Corporation; and

(e) certificates of deposit or time deposits, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of the United States or any state,

provided that such certificates of deposit or time deposits shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a) through (c), inclusive, which shall have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such certificates of deposit or time deposits.

“Person” means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

“Project” means constructing improvements to certain of the City’s streets and roads.

“Purchaser” means Ameritas Investment Corp., Lincoln, Nebraska, as the original purchaser of the Bonds.

“Record Date” for the interest payable on any Interest Payment Date means the fifteenth day preceding such Interest Payment Date.

“Redemption Date” when used with respect to any Bond to be redeemed means the date fixed for the redemption of such Bond pursuant to the terms of this Ordinance.

“Redemption Price” when used with respect to any Bond to be redeemed means the price at which such Bond is to be redeemed pursuant to the terms of this Ordinance.

“Registered Owner” when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register.

“Replacement Bond” means Bonds issued to Beneficial Owners in accordance with **Section 207**.

“Securities Depository” means, initially, The Depository Trust Company, New York, New York, and its successors and assigns.

“Special Record Date” means the date fixed by the Paying Agent pursuant to **Section 204** hereof for the payment of Defaulted Interest.

“State” means the State of Nebraska.

“Tax Certificate” means the Federal Tax Certificate executed and delivered by the City in connection with the issuance of the Bonds, as the same may be amended or supplemented in accordance with the provisions thereof.

“United States” means the United States of America.

ARTICLE II

AUTHORIZATION OF BONDS

Section 201. Authorization of Bonds. The City is hereby authorized and directed to issue the Bonds in a principal amount not to exceed \$_____ to pay the costs of the Project and issuing the Bonds.

Section 202. Description of Bonds. The Bonds shall consist of fully registered bonds, numbered from R-1 upward in order of issuance, in denominations of \$5,000 or any integral multiple thereof, and bearing a series designation of the calendar year in which the Bonds are issued. The Bonds shall be subject to registration, transfer and exchange as provided in **Section 205** hereof. All of the Bonds shall be dated the date of delivery thereof, shall become due and payable in the amounts on the Stated Maturities, subject to redemption and payment prior to their Stated Maturities as provided in **Article III** hereof, and shall bear interest at the rates determined by the Authorized Officer such that the true interest cost on the Bonds shall not exceed _____% in accordance with the provisions of **Section 210** hereof. The Bonds shall bear interest computed on the basis of a 360 day year of twelve 30 day months from the date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for.

Each of the Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be in substantially the form set forth in **Exhibit A** attached hereto.

Section 203. Designation of Paying Agent. The City hereby designates the Paying Agent as its paying agent for the payment of the principal or Redemption Price of and interest on the Bonds and bond registrar with respect to the registration, transfer and exchange of the Bonds. The Paying Agent shall serve in such capacities under the terms of an agreement entitled "Bond Registrar and Paying Agent Agreement" between the City and the Paying Agent (the "**Registrar Agreement**"), in substantially the form presented herewith, which is hereby ratified and approved. One or more Authorized Officers are hereby authorized to execute the Registrar Agreement in substantially the form presented but with such changes as such Authorized Officer shall deem appropriate or necessary.

The City will at all times maintain a Paying Agent meeting the qualifications herein described for the performance of the duties hereunder. The City reserves the right to appoint a successor Paying Agent by (a) filing with the Paying Agent then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent and appointing a successor, and (b) causing notice of the appointment of the successor Paying Agent to be given by first-class mail to each Registered Owner. No resignation or removal of the Paying Agent shall become effective until a successor has been appointed and has accepted the duties of Paying Agent.

Every Paying Agent appointed hereunder shall at all times be a commercial banking association or corporation or trust company organized and doing business under the laws of the United States or of a state of the United States, authorized under such laws to exercise trust powers and subject to supervision or examination by federal or state regulatory authority.

Section 204. Method and Place of Payment of Bonds. The principal or Redemption Price of and interest on the Bonds shall be payable in any coin or currency of the United States that on the respective dates of payment thereof is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Bond shall be paid at Maturity by check or draft to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the Designated Office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Registered Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register.

Notwithstanding the foregoing provisions of this **Section 204**, any Defaulted Interest with respect to any Bond shall cease to be payable to the Registered Owner of such Bond on the relevant Record Date and shall be payable to the Registered Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as specified in this paragraph. The City shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the City of such Special Record Date and, in the name and at the expense of the City, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first-class mail, postage prepaid, to each Registered Owner of a Bond entitled to such notice at the address of such Registered Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of the payment of the principal or Redemption Price of and interest on all Bonds and at least annually shall forward a copy or summary of such records to the City.

Section 205. Registration, Transfer and Exchange of Bonds. The City covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the Designated Office. Each Bond when issued shall be registered in the name of the Registered Owner thereof on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this **Section 205**. Upon surrender of any Bond at the Designated Office, the Paying Agent shall transfer or exchange such Bond for a new Bond or Bonds in any authorized denomination of the same Stated Maturity and in the same aggregate stated principal amount as the Bond that was presented for transfer or exchange. Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the Registered Owner thereof or by the Registered Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. The City shall pay the fees and expenses of the Paying Agent for the registration, transfer and exchange of Bonds provided for by this Ordinance and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Paying Agent, are the responsibility of the Registered Owners of the Bonds. In the event any Registered Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make

a charge against such Registered Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Registered Owner hereunder or under the Bonds.

The City and the Paying Agent shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to **Section 303** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption, or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the City of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to **Section 204** hereof.

The City and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Registered Owner or upon the Registered Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Paying Agent, the Bond Register may be inspected and copied by the Registered Owners of 10% or more in aggregate stated principal amount of the Bonds then Outstanding or any designated representative of such Registered Owners whose authority is evidenced to the satisfaction of the Paying Agent.

Section 206. Execution, Registration, Authentication and Delivery of Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be signed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Clerk. In case any officer whose signature appears on any Bond ceases to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and, when duly executed and registered, to deliver the Bonds to the Paying Agent for authentication.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form set forth in **Exhibit A** attached hereto, which shall be manually executed by an authorized officer or employee of the Paying Agent, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Ordinance or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Paying Agent. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Ordinance. Upon authentication, the Paying Agent shall deliver the Bonds to the Purchaser upon payment of the purchase price of the Bonds plus accrued interest thereon to the date of their delivery.

Section 207. Mutilated, Destroyed, Lost and Stolen Bonds. If (a) any mutilated Bond is surrendered to the Paying Agent or the Paying Agent receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Paying Agent such security or indemnity as may be required by the Paying Agent, then, in the absence of notice to the Paying Agent that such Bond has been acquired by a bona fide purchaser, the City shall execute and, upon the City's request, the Paying Agent shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the City, in its discretion, may pay such Bond instead of issuing a new Bond.

Upon the issuance of any new Bond under this **Section 207**, the City may require the payment by the Registered Owner of an amount sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Bond issued pursuant to this **Section 207** shall constitute a replacement of the prior obligation of the City, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds.

Section 208. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the City.

Section 209. Book-Entry Bonds; Securities Depository.

(a) The Bonds shall initially be registered to Cede & Co., as nominee for the Securities Depository, and no Beneficial Owner will receive any certificate representing its respective interest(s) in the Bonds, except in the event the Paying Agent issues Replacement Bonds as provided in **Section 209(b)** hereof. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of the principal or Redemption Price of and interest on the Bonds to the Participants until and unless the Paying Agent authenticates and delivers Replacement Bonds to the Beneficial Owners as described in **Section 209(b)** hereof.

(b) (1) If the Agency determines (A) that the Securities Depository is unable to properly discharge its responsibilities, or (B) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (C) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Registered Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, or (2) if the Paying Agent receives written notice from Participants having interests in not less than 50% in aggregate stated principal amount of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Registered Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, then the Paying Agent shall notify the Registered Owners of such determination or such notice and of the availability of certificates to Registered Owners requesting the same, and the Paying Agent shall register in the name of and authenticate and deliver Replacement Bonds to the Beneficial Owners or their nominees in principal

amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under **Section 209(b)(1)(A)** or **(1)(B)** hereof, the Agency, with the consent of the Paying Agent, may select a successor securities depository in accordance with **Section 209(c)** hereof to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Paying Agent, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the Agency, the Paying Agent or Registered Owners are unable to locate a qualified successor of the Securities Depository in accordance with **Section 209(c)** hereof, then the Paying Agent shall authenticate and cause delivery of Replacement Bonds to Registered Owners as provided herein. The Paying Agent may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Bonds. The cost of printing Replacement Bonds shall be paid for by the Agency.

(c) In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities Exchange Act of 1934, as amended, the Agency may appoint a successor Securities Depository provided the Paying Agent receives written evidence satisfactory to the Paying Agent with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Paying Agent upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

Section 210. Preliminary and Final Official Statement. The Authorized Officers are hereby authorized to approve and deem final a Preliminary Official Statement and a final Official Statement on behalf of the City all in accordance with the requirements of Rule 15c2-12 of the Securities and Exchange Commission. The use and public distribution of the final Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The Authorized Officers are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

The City agrees to provide to the Purchaser within seven Business Days of the date of the sale of Bonds sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 211. Sale of Bonds. The Authorized Officer is hereby authorized to enter into the Bond Purchase Agreement between the City and the Purchaser in substantially the form presented herewith, under which the City agrees to sell the Bonds to the Purchaser at a purchase price of not less than ____% of the principal amount thereof, plus accrued interest to the date of delivery, upon the terms and conditions set forth therein and with such changes therein as shall be approved by the Authorized Officer, which officer is hereby authorized to execute the Bond Purchase Agreement for and on behalf of the City, such officer's signature thereon being conclusive evidence of his or her approval thereof.

Section 212. Authorization of Officers. The Authorized Officer is hereby authorized and directed, in the exercise of his own independent judgment and absolute discretion, to hereafter, from time to time, specify, set, designate, determine, establish and appoint, as the case may be, and in each case in

accordance with and subject to the provisions of this Ordinance, (1) the date of original issue of the Bonds which shall not be later than _____, 20__, (2) the aggregate stated principal amount of Bonds to be issued, which shall in no event exceed \$_____, (3) the dates on which the principal of the Bonds shall mature and the principal amount of Bonds to mature on each of such dates, together with any mandatory sinking fund payments with respect to Bonds which are issued are “term bonds,” (4) the date of final maturity of the Bonds, which shall in no event be later than _____, 20__, (5) the Interest Payment Dates, (6) the date upon which the Bonds shall be sold, (7) the rate or rates of interest to be carried by each maturity of the Bonds such that the true interest cost on the Bonds shall not exceed ___%, (8) the provisions governing the redemption of the Bonds prior to maturity, the nature of any notice to be given in the event of any such prior redemption, the redemption price or prices payable upon such redemption (not to exceed ___%) and the respective periods in which each redemption price shall be payable, (9) the price at which the Bonds may be sold to the Purchaser, provided that the price at which the Bonds will be sold shall not be less than ___% of the principal amount thereof, and the underwriting discount shall not exceed ___% of the aggregate stated principal amount thereof, (10) all of the other terms of the Bonds not otherwise determined or fixed by the provisions of this Ordinance, and (11) the form, content, terms, and provisions of any closing and other documentation executed and delivered by the City in connection with authorization, issuance, sale and delivery of the Bonds.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Optional and Mandatory Redemption of Bonds.

(a) **Optional Redemption by City.** At the option of the City, Bonds or portions thereof may be called for redemption and payment prior to their Stated Maturity at any time or after the fifth anniversary of the date of issuance thereof at the Redemption Prices determined by the Authorized Officer in accordance with the provisions of **Section 210** hereof.

(b) **Mandatory Redemption.** Any Bonds issued as “term bonds” shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in **Article IV** hereof which are to be deposited into the Debt Service Fund shall be sufficient to redeem, and the City shall redeem on the dates specified by the Authorized Officer pursuant to **Section 210** hereof the principal amounts determined by the Authorized Officer pursuant to **Section 210** hereof.

At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the City may: (1) deliver to the Paying Agent for cancellation term bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate stated principal amount desired; or (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any term bonds subject to mandatory redemption on said mandatory Redemption Date from any Registered Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical; or (3) receive a credit with respect to the mandatory redemption obligation of the City under this Section for any term bonds subject to mandatory redemption on such mandatory Redemption Date which, prior to such date, have been redeemed (other than through the operation of the mandatory redemption requirements of this **Section 301(b)**) and cancelled by the Paying Agent and not theretofore applied as a credit against any redemption obligation under this **Section 301(b)**. Each term bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the City to redeem term bonds of the same Stated Maturity

on such mandatory Redemption Date, and any excess of such amount shall be credited on future mandatory redemption obligations for term bonds of the same Stated Maturity in chronological order, and the principal amount of term bonds of the same Stated Maturity to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the City intends to exercise any option granted by the provisions of clauses (1), (2) or (3) above, the City will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with respect to such mandatory redemption payment.

Section 302. Selection of Bonds to Be Redeemed.

(a) The Paying Agent shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Paying Agent at least 45 days prior to the Redemption Date of written instructions of the City specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in **Section 303** are met. The foregoing provisions of this paragraph shall not apply to the mandatory redemption of Bonds hereunder, and Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the City and whether or not the Paying Agent shall hold in the Debt Service Fund moneys available and sufficient to effect the required redemption.

(b) Bonds shall be redeemed only in the principal amount of \$5,000 or any integral multiple thereof. When less than all of the Outstanding Bonds are to be redeemed, such Bonds shall be redeemed in such principal amounts and from such maturity or maturities as the City, in its sole and absolute discretion shall determine, and Bonds of less than a full Stated Maturity shall be selected by the Paying Agent in \$5,000 units of principal amount in such equitable manner as the Paying Agent may determine.

(c) In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than \$5,000 are then Outstanding, then for all purposes in connection with such redemption each \$5,000 of face value shall be treated as though it were a separate Bond of the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of face value represented by any Bond are selected for redemption, then upon notice of intention to redeem such \$5,000 unit or units, the Registered Owner of such Bond or the Registered Owner's duly authorized agent shall present and surrender such Bond to the Paying Agent (1) for payment of the Redemption Price and interest to the Redemption Date of such \$5,000 unit or units of face value called for redemption, and (2) for exchange, without charge to the Registered Owner thereof, for a new Bond or Bonds of the aggregate stated principal amount of the unredeemed portion of the principal amount of such Bond. If the Registered Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as provided, such Bond shall, nevertheless, become due and payable on the Redemption Date to the extent of the \$5,000 unit or units of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption. Unless waived by any Registered Owner of Bonds to be redeemed, official notice of any redemption shall be given by the Paying Agent on behalf of the City by mailing a copy of an official redemption notice by first class mail at least 30 days prior to the Redemption Date to the Purchaser of the Bonds and each Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register.

All official notices of redemption shall be dated and shall contain the following information:

- (a) the Redemption Date;

- (b) the Redemption Price;
- (c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;
- (d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and
- (e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the Designated Office.

The failure of any Registered Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the City shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on that date.

Official notice of redemption having been given as provided, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the City defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Registered Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

The Paying Agent is also directed to comply with any mandatory or voluntary standards then in effect for processing redemptions of municipal securities established by the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

ARTICLE IV

SECURITY FOR AND PAYMENT OF BONDS

Section 401. Security for the Bonds. For the prompt payment of the Bonds and the 2012 Bonds, both principal or redemption price and interest, when and as the same shall become due, the City hereby pledges all receipts now or hereafter received by the City from the Highway Allocation Fund, as provided by the Act. The pledge provided for in this **Section 401** shall not prevent the City from applying receipts from the Highway Allocation Fund in any year so long as sufficient receipts therefrom have been set aside for the payment of the principal or redemption price of and interest on the Bonds and the 2012 Bonds falling due in such year. To the extent that other legally available money of the City appropriated for such purposes is insufficient to pay the principal or redemption price of and interest on the Bonds and the 2012 Bonds when and as the same shall become due, the City hereby further agrees

that it will cause to be levied and collected annually a tax on all the taxable property in the City within any applicable statutory and constitutional limitations sufficient in amount to pay the principal or redemption price of and interest on the Bonds and the 2012 Bonds until the same is fully paid. In addition, the City further reserves the right to issue additional highway allocation fund pledge bonds payable on a parity with the Bonds and the 2012 Bonds and equally and ratably secured by a pledge of receipts from the Highway Allocation Fund.

Section 402. Levy and Collection of Annual Tax. For the purpose of providing for the payment of the principal or Redemption Price of and interest on the Bonds and the 2012 Bonds as the same become due, to the extent receipts from the Highway Allocation Fund are insufficient, there is hereby levied upon all of the taxable property in the City a direct annual tax on all the taxable property in the City within any applicable statutory and constitutional limitations sufficient to pay all of the principal of and interest on the Bonds and the 2012 Bonds as the same becomes due and payable in each year.

The taxes referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the City are levied and collected. The proceeds derived from such taxes shall be deposited in the Debt Service Fund, shall be kept separate and apart from all other funds of the City and shall be used solely for the payment of the principal or Redemption Price of and interest on the Bonds and the 2012 Bonds as and when the same become due and the fees and expenses of the Paying Agent.

If at any time such taxes are not collected in time to pay the principal of or interest on the Bonds and the 2012 Bonds when due, the Treasurer is hereby authorized and directed to pay such principal or interest out of the general funds of the City and to reimburse the general funds for money so expended when such taxes are collected.

ARTICLE V

ESTABLISHMENT OF FUNDS; DEPOSIT AND APPLICATION OF MONEY

Section 501. Establishment of Funds. There have been or shall be established in the treasury of the City and shall be held and administered by the Treasurer of the City the following separate funds:

- (a) Construction Fund; and
- (b) Debt Service Fund.

Section 502. Deposit of Bond Proceeds. The net proceeds received from the sale of the Bonds shall be deposited simultaneously with the delivery of the Bonds as follows:

- (a) All accrued interest received from the sale of the Bonds shall be deposited in the Debt Service Fund and applied in accordance with **Section 504** hereof.
- (b) The remaining balance of the proceeds derived from the sale of the Bonds shall be deposited in the Construction Fund and shall be applied in accordance with **Section 503** hereof.

Section 503. Application of Money in the Construction Fund. Money in the Construction Fund shall be used by the City solely for the purpose of (a) paying the costs of the Project in accordance with the plans and specifications therefor prepared by the City's engineers approved by the Council and

on file in the office of the Clerk, including any alterations in or amendments to such plans and specifications deemed advisable by the City's engineers and approved by the Council, and (b) paying the costs and expenses of issuing the Bonds.

The Treasurer shall make a withdrawal from the Construction Fund only upon a duly authorized and executed order of the Council accompanied by a certificate executed by the City's engineers stating that such payment is being made for a purpose within the scope of this Ordinance and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof. Nothing hereinbefore contained shall prevent the payment out of the Construction Fund of all costs and expenses incident to the issuance of the Bonds without a certificate from the City's engineers.

Upon completion of the Project, any surplus remaining in the Construction Fund shall be transferred to and deposited in the Debt Service Fund.

Section 504. Application of Money in the Debt Service Fund. All amounts paid and credited to the Debt Service Fund shall be expended and used by the City for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due and the usual and customary fees and expenses of the Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Fund sums sufficient to pay both principal or Redemption Price of and interest on the Bonds and the fees and expenses of the Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Paying Agent will become due. If, through the lapse of time or otherwise, the Registered Owner of any Bond is no longer entitled to enforce payment of such Bond or the interest thereon, the Paying Agent shall return such funds to the City. All money deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance and shall be held in trust by the Paying Agent for the benefit of the Registered Owners of the Bonds entitled to payment from such money.

Any money or investments remaining in the Debt Service Fund after the retirement of the indebtedness for which the Bonds were issued and all other indebtedness of the City shall be transferred and paid into the Road Fund of the City.

Section 505. Deposits and Investment of Money. Money in each of the funds created by and referred to in this Ordinance shall be deposited in a bank or banks or other legally permitted financial institutions that are members of the Federal Deposit Insurance Corporation. All such deposits shall be continuously and adequately secured by the financial institutions holding such deposits as provided by the laws of the State. All money held in the funds created by this Ordinance shall be kept separate and apart from all other funds of the City so that there shall be no commingling of such funds with any other funds of the City.

Money held in any fund referred to in this Ordinance may be invested by the Treasurer at the direction of the Council, in accordance with this Ordinance and the Tax Certificate, in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than the date when the money invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any fund shall accrue to and become a part of such fund.

Section 506. Payments Due on Saturdays, Sundays and Holidays. If any payment on any Bond is due on a date which is not a Business Day, then such payment need not be made on such date but

may be made on the next succeeding Business Day with the same force and effect as if made on such payment date, and no interest shall accrue for the period after such payment date.

Section 507. Nonpresentment of the Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the City to the Registered Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Registered Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Ordinance or on, or with respect to, such Bond. If any Bond is not presented for payment within four years following the date when such Bond becomes due at Maturity, the Paying Agent shall repay to the City the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the City, and the Registered Owner thereof shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the City shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

ARTICLE VI

REMEDIES

Section 601. Remedies. The provisions of this Ordinance, including the covenants and agreements herein contained, shall constitute a contract between the City and the Registered Owners of the Bonds, and the Registered Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Registered Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Registered Owner or Owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Ordinance or by the constitution and laws of the State of Nebraska;

(b) by suit, action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Registered Owners of the Bonds.

Section 602. Limitation on Rights of Owners. The covenants and agreements of the City contained herein and in the Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Bonds. All of the Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, or date of Maturity or right of prior redemption as provided in this Ordinance. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Registered Owners of such Outstanding Bonds.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Registered Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies consequent thereon. No delay or omission of any Registered Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Registered Owners of the Bonds by this Ordinance may be enforced and exercised from time to time and as often as may be deemed expedient. If any suit, action or proceedings taken by any Registered Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to such Registered Owner, then, and in every such case, the City and the Registered Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Bonds or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Ordinance and the pledge of the City's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Ordinance if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State of Nebraska and having full trust powers, at or prior to the Stated Maturity or Redemption Date of such Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, money and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of such Bonds and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments; provided, however, that if any such Bonds are to be redeemed prior to their Stated Maturity, (1) the City has elected to redeem such Bonds, and (2) either notice of such redemption has been given, or the City has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Paying Agent to give such notice of redemption in compliance with **Section 302(a)** of this Ordinance. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the City, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Registered Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or other bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Ordinance.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 801. Tax Covenants.

(a) The City covenants and agrees that (1) it will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from federal gross income of the interest on the Bonds, and (2) it will not use or permit the use of any proceeds of Bonds or any other funds of the City, nor take or permit any other action, or fail to take any action, which would adversely affect the exclusion from federal gross income of the interest on the Bonds. The City will also adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with other applicable future law, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the City.

(b) The City covenants and agrees that (1) it will use the proceeds of the Bonds as soon as practicable and with all reasonable dispatch for the purposes for which the Bonds are issued, and (2) it will not invest or directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the City in any manner, or take or omit to take any action, that would cause the Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code.

(c) The City covenants and agrees that it will pay or provide for the payment from time to time of all arbitrage rebate to the United States pursuant to Section 148(f) of the Code and the Tax Certificate. This covenant shall survive payment in full or defeasance of the Bonds. The Tax Certificate may be amended or replaced if, in the opinion of Bond Counsel, such amendment or replacement will not adversely affect the exclusion from federal gross income of the interest on the Bonds.

(d) The City covenants and agrees that it will not use any portion of the proceeds of the Bonds, including any investment income earned on such proceeds, directly or indirectly, (1) in a manner that would cause the Bonds to be a “private activity bond” within the meaning of Section 141(a) of the Code, or (2) to make or finance a loan to any Person.

(e) The City hereby designates the Bonds as “qualified tax-exempt obligations” as defined in Section 265(b)(3) of the Code. In addition, the City hereby represents that:

(1) the aggregate face amount of all tax-exempt obligations (other than private activity bonds which are not “qualified 501(c)(3) bonds”) which will be issued by the City (and all subordinate entities thereof) during the calendar year in which the Bonds are issued is not reasonably expected to exceed \$10,000,000; and

(2) the City (including all subordinate entities thereof) will not issue an aggregate principal amount of obligations designated by the City to be “qualified tax-exempt obligations” during the calendar year in which the Bonds are issued, including the Bonds, in excess of \$10,000,000, without first obtaining an opinion of Bond Counsel that the designation of the Bonds as “qualified tax-exempt obligations” will not be adversely affected.

The authorized Officer is hereby authorized to take such other action as may be necessary to make effective the designation in this **Section 801(f)**.

(f) The foregoing covenants shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to **Article VII** of this Ordinance or any other provision of this Ordinance, until the final Maturity of the Bonds.

Section 802. Continuing Disclosure. The City hereby (a) authorizes and directs that an Authorized Officer execute and deliver, on the date of issue of the Bonds, the Continuing Disclosure

Undertaking in such form as shall be satisfactory to the City, and (b) covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Undertaking. Notwithstanding any other provision of this Ordinance, failure of the City to comply with the Continuing Disclosure Undertaking shall not be considered an event of default hereunder; however, any Participating Underwriter (as such term is defined in the Continuing Disclosure Undertaking) or any Beneficial Owner or any Registered Owner of a Bond may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under this **Section 802**.

Section 803. Amendments. The rights and duties of the City and the Registered Owners, and the terms and provisions of the Bonds or of this Ordinance, may be amended or modified at any time in any respect by an ordinance of the City with the written consent of the Registered Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Registered Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

- (a) extend the maturity of any payment of principal or interest due upon any Bond;
- (b) effect a reduction in the amount which the City is required to pay as principal of or interest on any Bond;
- (c) permit preference or priority of any Bond over any other Bond; or
- (d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Ordinance.

Any provision of the Bonds or of this Ordinance may, however, be amended or modified by ordinance duly adopted by the governing body of the City at any time in any legal respect with the written consent of the Registered Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Registered Owners, the City may amend or supplement this Ordinance for the purpose of curing any formal defect, omission, inconsistency or ambiguity therein or in connection with any other change therein which is not materially adverse to the interests of the Registered Owners.

Every amendment or modification of the provisions of the Bonds or of this Ordinance, to which the written consent of the Registered Owners is given, as above provided, shall be expressed in an ordinance adopted by the Mayor and Council amending or supplementing the provisions of this Ordinance and shall be deemed to be a part of this Ordinance. A certified copy of every such amendatory or supplemental ordinance, if any, and a certified copy of this Ordinance shall always be kept on file in the office of the Secretary, shall be made available for inspection by the Registered Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Ordinance, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental ordinance of this Ordinance will be sent by the Clerk to any such Registered Owner or prospective purchaser.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of such amendatory or supplemental ordinance of the City, duly certified, as well as proof of any required consent to such modification by the Registered Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The City shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Ordinance which affects the duties or obligations of the Paying Agent under this Ordinance.

Section 804. Notices, Consents and Other Instruments by Registered Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by any Registered Owner may be in any number of concurrent writings of similar tenor and may be signed or executed by such Registered Owner in person or by an agent with written authorization. Proof of the execution of any such instrument or writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Ordinance, and shall be conclusive in favor of the City and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Registered Owners of the requisite aggregate principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Ordinance, Bonds owned by the City shall be disregarded and deemed not to be Outstanding under this Ordinance, except that, in determining whether the Registered Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Registered Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as provided if the pledgee establishes to the satisfaction of the Registered Owners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the City.

Section 805. Further Authority. The officers of the City, including the Mayor and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 806. Severability. If any section or other part of this Ordinance, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Ordinance.

Section 807. Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 808. Effective Date. This Ordinance shall take effect and be in full force from and after its passage and publication in pamphlet form as provided by law.

[The remainder of this page intentionally left blank.]

DATED: _____, 2015.

CITY OF SCOTTSBLUFF, NEBRASKA

ATTEST:

By: _____
Mayor

By: _____
Clerk

[S E A L]

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EXHIBIT A

(FORM OF BOND)

EXCEPT AS OTHERWISE PROVIDED IN THE RESOLUTION (REFERRED TO HEREIN), THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY (AS DEFINED HEREIN) OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.

**Registered
No. R-___**

**Registered
\$_____**

**UNITED STATES OF AMERICA
STATE OF NEBRASKA
CITY OF SCOTTSBLUFF, NEBRASKA**

**GENERAL OBLIGATION HIGHWAY ALLOCATION FUND PLEDGE BOND
SERIES 2015**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>CUSIP Number</u>
_____%	_____, 20__	_____, 2015	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

The **CITY OF SCOTTSBLUFF, NEBRASKA**, a City of the first class, duly organized and validly existing under the laws of the State of Nebraska (the “**City**”), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount stated above on the Maturity Date shown above unless called for redemption prior to such Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360 day year of twelve 30 day months) from the Dated Date shown above or from the most recent interest payment date to which interest has been paid or duly provided for, payable semiannually on _____ and _____ in each year, beginning _____, 20__, until the Principal Amount has been paid.

The principal or redemption price of this Bond shall be paid at maturity or upon earlier redemption by check or draft mailed to the person in whose name this Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the office of _____, _____, Nebraska (the “**Paying Agent**”). The interest payable on this Bond on any interest payment date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Paying Agent at the close of business on the Record Date for such interest, which shall be the fifteenth day next preceding such interest payment date.

Such interest shall be payable by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register. The principal or redemption price of and interest on this Bond shall be payable by check or draft in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

THE TERMS AND PROVISIONS OF THIS BOND ARE CONTINUED ON THE REVERSE SIDE HEREOF AND SUCH CONTINUED TERMS AND PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the Certificate of Authentication hereon has been executed by the Paying Agent.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions and things required to be done and to exist precedent to and in the issuance of the Bond have been done and performed and do exist in due and regular form and manner as required by the constitution and laws of the State of Nebraska; that a direct annual tax upon all taxable tangible property situated in the City has been levied for the purpose of paying the principal of and interest on this Bond when due; and that the total indebtedness of the City, including this Bond and the series of which it is one, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, THE CITY OF SCOTTSBLUFF, NEBRASKA, has caused this Bond to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its Clerk.

CERTIFICATE OF AUTHENTICATION

CITY OF SCOTTSBLUFF, NEBRASKA

This Bond is the Bond of the issue described in the within-mentioned Ordinance.

Registration Date: _____

_____, Paying Agent

By: _____
Treasurer

By: _____
(facsimile signature)
Mayor

ATTEST:

By: _____
(facsimile signature)
Clerk

(FORM OF REVERSE SIDE OF BOND)

ADDITIONAL PROVISIONS

This bond is one of an issue of fully registered bonds (the “**Bonds**”) in the aggregate stated principal amount of _____ Dollars (\$_____), of even date and like tenor except as to number, denomination, maturity date, interest rate and redemption provisions, authorized by Ordinance No. _____ (the “**Ordinance**”), passed by the Council and approved by the Mayor of the City on _____, 2015, pursuant to Section 66-4,101, Reissue Revised Statutes of Nebraska, as amended, for the purpose of paying (a) the costs of improvements to certain streets of the City (the “**Project**”) and (b) the costs of issuing the Bonds in strict compliance with the provisions of Section 66-4,101, Reissue Revised Statutes of Nebraska, as amended.

This bond is issued on a parity with and is payable from the same sources as additional highway allocation fund bond issuance in accordance with the provisions of the Ordinance (the “**Additional Bonds**”). In the Ordinance, the City has pledged funds received and to be received from the Highway Allocation Fund of the State of Nebraska and allocates such receipts to payment of the principal hereof and the interest hereon when and as the same becomes due on a parity with the 2012 Bonds any Additional Bonds. In addition, the City has covenanted and agreed that to the extent other legally available money of the City appropriated for such purposes is insufficient to pay the principal of and interest on the Bonds and the 2012 Bonds when and as the same shall become due, it shall levy ad valorem taxes upon all the taxable property in the City at such rate or rates, within applicable statutory and constitutional limitations, which, together with receipts from the Highway Allocation Fund and any other money made available and used for such purpose, will be sufficient to make payment of the principal of and interest on the Bonds and the 2012 Bonds as the same shall become due.

Reference is hereby made to the Ordinance, a copy of which is on file in the office of the Clerk, and to all the provisions of which any owner of this bond by its acceptance hereof hereby assents, for a description of and the nature and extent of the security for the Bonds; the Highway Allocation Fund and tax revenues pledged to the payment of the principal of and interest on the Bonds; the terms and provisions upon which the covenants made therein may be discharged at or prior to the maturity or redemption of the Bonds and the Bonds thereafter no longer be secured by the Ordinance or be deemed to be outstanding thereunder, if money or certain specified securities shall have been deposited with the Registrar or the Treasurer sufficient and held in trust solely for the payment thereof; and for the other terms and provisions thereof.

At the option of the City, Bonds or portions thereof maturing on or after _____, 20__ may be redeemed and paid prior to maturity at any time on or after _____, 20__, as a whole or in part in such principal amounts and from such maturity or maturities as the City may determine (Bonds of less than a full maturity to be selected in multiples of \$5,000 principal amount in such equitable manner as the Paying Agent shall designate) at a redemption price equal to 100% of the principal amount of the Bonds called for redemption plus accrued interest thereon to the redemption date.

Bonds maturing on _____, 20__, are subject to mandatory redemption and payment prior to maturity pursuant to the mandatory redemption requirements of the Ordinance on _____, 20__, and on each _____, thereafter prior to maturity, at a redemption price equal to 100% of the Principal Amount thereof plus accrued interest to the redemption date.

Notice of redemption, unless waived, is to be given by the Paying Agent by mailing an official redemption notice by first-class mail at least 15 days prior to the redemption date to the original purchaser

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of the Bond and the Registered Owner hereof at the address shown on the Bond Register maintained by the Paying Agent. Notice of redemption having been given as provided, the Bond or portions thereof to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City defaults in the payment of the redemption price) the Bond or portions thereof shall cease to bear interest.

The Bond is issuable in the form of a fully registered Bond in the denominations of \$0.01 or any integral multiple thereof.

This Bond may be transferred or exchanged, as provided in the Ordinance, only on the Bond Register kept for that purpose at the designated corporate trust administration office of the Paying Agent, upon surrender of this Bond together with a written instrument of transfer or authorization for exchange satisfactory to the Paying Agent duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond in any authorized denomination of the same maturity and in the same aggregate stated principal amount shall be issued to the transferee in exchange therefor as provided in the Ordinance and upon payment of the charges therein prescribed. The City and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Resolution. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of The Depository Trust Company (the "**Securities Depository**"), is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Agency and the Paying Agent will recognize the Securities Depository nominee, while the registered owner of this Bond, as the owner of this Bond for all purposes, including (a) payments of principal or redemption price of and interest on this Bond, (b) notices and (c) voting. Transfer of principal or redemption price and interest payments to participants of the Securities Depository, and transfer of principal or redemption price and interest payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Agency and the Paying Agent will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal or redemption price of and interest on this Bond shall be made in accordance with existing arrangements among the Agency, the Paying Agent and the Securities Depository.

EXCEPT AS OTHERWISE PROVIDED IN THE RESOLUTION, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.

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ASSIGNMENT

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

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

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Bond on the books kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: _____

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

Signature Guaranteed By:

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

By: _____
Title: _____

CITY OF SCOTTSBLUFF, NEBRASKA

ORDINANCE NO. ____

AN ORDINANCE AUTHORIZING THE CITY OF SCOTTSBLUFF, NEBRASKA TO CONVEY TO THE CITY OF SCOTTSBLUFF LEASING CORPORATION CERTAIN ADDITIONAL REAL ESTATE OF THE CITY; APPROVING THE ISSUANCE OF NOT TO EXCEED \$_____ PRINCIPAL AMOUNT OF LEASE RENTAL REVENUE AND REFUNDING BONDS IN ONE OR MORE SERIES BY THE CITY OF SCOTTSBLUFF LEASING CORPORATION, FOR THE PURPOSE OF PROVIDING FUNDS TO (1) PROVIDE FOR THE PAYMENT AND REDEMPTION OF \$2,205,000 AGGREGATE PRINCIPAL AMOUNT OF THE CORPORATION'S LEASE RENTAL REVENUE AND REFUNDING BONDS, SERIES 2009 AND \$1,285,000 AGGREGATE PRINCIPAL AMOUNT OF THE CORPORATION'S LEASE RENTAL REVENUE BONDS, SERIES 2010, UPON THE SATISFACTION OF CERTAIN CONDITIONS, AND (2) PAY THE COSTS OF A PROJECT FOR THE CITY INVOLVING SUCH REAL ESTATE; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS.

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

FINDINGS AND DETERMINATIONS

The Mayor and Council (the "Council") of the City of Scottsbluff, Nebraska (the "City"), hereby find and determine that:

1. The City is authorized pursuant to Section 19-2421, Reissue Revised Statutes of Nebraska, as amended (the "Act"), to enter into contracts for the lease of real or personal property for any purpose for which the City is authorized by law to purchase property or construct improvements, which contracts are not restricted to a single year, and may provide for the purchase of the property in installment payments.

2. The City of Scottsbluff Leasing Corporation (the "Corporation"), is a nonprofit corporation duly organized and existing under the Nebraska Nonprofit Corporation Act, Chapter 21, Article 19, Reissue Revised Statutes of Nebraska, as amended, for the purpose of acquiring property of any kind and nature, usable or useful to the City in performing its governmental functions and leasing the same to the City.

3. (a) Pursuant to a Trust Indenture Supplement Number One dated as of September 2, 2009 (the "2009 Indenture") between the Corporation and U.S. Bank National Association, trustee (the "2009 Trustee") the Corporation has heretofore issued \$4,005,000 principal amount Lease Rental Revenue and Refunding Bonds, Series 2009, dated the date of delivery (September 2, 2009) thereof (the "2009 Bonds") for the purpose of (i) providing for the payment and redemption of \$2,060,000 principal

amount of the Corporation's Lease Rental Revenue and Refunding Bonds, Series 2003, dated as of February 15, 2003 (the "**2003 Bonds**") and (ii) paying the costs of acquiring, constructing, furnishing and equipping certain recreational facilities for the use and benefit of the City (the "**2009 Project**"). The 2003 Bonds were issued for the purpose of (i) providing for the payment and redemption of \$605,000 principal amount of the Corporation's Lease Rental Revenue Bonds, Series 1997, dated as of September 15, 1997 (the "**1997 Bonds**") and (ii) refinancing the costs of acquiring, constructing, furnishing and equipping certain recreation facilities for the use and benefit of the City (the "**2003 Project**"). The 1997 Bonds were issued to pay the costs of (i) acquiring two new fire trucks for the use of the City, (ii) making certain improvements to the City's Riverside Zoo, and (iii) developing two softball fields at Lacy Park (collectively the "**1997 Project**").

(b) Pursuant to a Trust Indenture Supplement Number Two dated as of July 8, 2010 (the "**2010 Indenture**") between the Corporation and U.S. Bank National Association, trustee (the "**2010 Trustee**") the Corporation has heretofore issued \$2,035,000 principal amount Lease Rental Revenue Bonds, Series 2010, dated the date of delivery (July 8, 2010) thereof (the "**2010 Bonds**") for the purpose of (a) paying the costs of acquiring, constructing, furnishing and equipping an addition to and renovations of the Lied Scottsbluff Public Library for the use and benefit of the City (the "**2010 Project**"). .

4. The City has leased the real property on which the 2003 Project, the 1997 Project and the 2010 Project (collectively, the "**Prior Projects**") are located (collectively, the "**Project Sites**") to the Corporation pursuant to a Site Lease, dated as of February 15, 2003, as amended by Site Lease Amendment Number One, dated as of September 2, 2009, and as further amended by Site Lease Amendment Number Two, dated as of July 8, 2010 (collectively, the "**Prior Site Lease**") between the City, as lessor, and the Corporation, as lessee, and the Corporation has leased the Prior Projects to the City pursuant to a Lease Agreement dated as of February 15, 2003, as amended by Lease Agreement Amendment Number One, dated as of September 2, 2009, and as further amended by Lease Agreement Amendment Number Two, dated as of July 8, 2010 (collectively, the "**Prior Lease Agreement**") between the Corporation, as lessor, and the City, as lessee.

5. The 2009 Bonds and the 2010 Bonds remain unpaid and are a legal liability against the Corporation, provision for the payment of which may be made by the lawful issuance and sale of refunding bonds of the Corporation pursuant to the Nebraska Nonprofit Corporation Act.

6. Upon the satisfaction of certain conditions, by making provision for the redemption and payment of the 2009 Bonds and the 2010 Bonds through the issuance of refunding bonds, a savings in the amount of annual debt service on the 2009 Bonds and the 2010 Bonds would be made by the Corporation for the benefit of the City.

7. By Resolution duly adopted by the Board of Directors, the Corporation has duly authorized the President, in the manner prescribed by law, upon the satisfaction of certain conditions, to call all of the outstanding 2009 Bonds and the 2010 Bonds for redemption and payment on a date determined by the President (the "**Redemption Date**") in accordance with the resolution adopted by the Corporation on _____, 2015.

8. Except for amounts representing accrued rental payments under the Prior Lease Agreement, all bond sinking fund money of the Corporation and the City in existence with respect to the 2009 Bonds and the 2010 Bonds has been used to pay principal and interest maturing, accruing and falling due on the 2009 Bonds and the 2010 Bonds on or before the Redemption Date, all of such sinking fund money being hereby appropriated and set aside for such purpose, it being found hereby that except

for such accrued rental payments, no sinking fund money is presently in existence to pay the principal of the 2009 Bonds and the 2010 Bonds being called for redemption on the Redemption Date, and that neither the Corporation nor the City has any other funds accumulated for the payment thereof.

9. The Mayor and Council finds and determines that it is necessary and desirable for the City to grant to the Corporation a leasehold interest in and to certain real estate in addition to the Prior Project Site located within the geographic limits of the City (the “**2015 Project Site**”), including sites, buildings, structures and fixtures located thereon.

10. It is necessary and desirable that the City authorize the Corporation to (a) issue its Lease Rental Revenue and Refunding Bonds in one or more series in a principal amount not to exceed \$_____ (the “**Bonds**”), for the purpose of providing funds to (i) provide for the payment and redemption of the outstanding 2009 Bonds and the 2010 Bonds on the Redemption Date upon the satisfaction of certain conditions, and (ii) acquire, construct, furnish and equip certain municipal facilities for the use and benefit of the City (the “**2015 Project**”); (b) lease the Prior Project and the 2015 Project (collectively, the “**Project**”) to the City; (c) enter into a Trust Indenture Supplement No. 3 (the “**Indenture Supplement**”), with U.S. Bank National Association, as Trustee (the “**Trustee**”), for the purpose of issuing and securing the Bonds, as therein provided, (d) enter into one or more Site Lease Amendments (the “**Site Lease Amendment(s)**”) with the City under which the City will lease to the Corporation the real property constituting the Prior Project Site and the 2015 Project Site (collectively, the “**Project Site**”), and (e) enter into one or more Lease Agreement Amendments (the “**Lease Agreement Amendment(s)**”) with the City under which the Corporation will use the proceeds of the Bonds to refinance the Prior Project upon the satisfaction of certain conditions and finance the 2015 Project and lease the Project to the City in consideration of rental payments by the City which are to be sufficient to pay the principal or redemption price of and interest on the Bonds as the same become due.

11. The Mayor and Council further finds and determines that it is necessary and desirable in connection with the conveyance of the Project Site, the lease of the Project and the issuance of the Bonds that the City enter into certain documents, and that the City take certain other actions and approve the execution of certain other documents as herein provided;

Section 1. Additional Findings and Determinations.

(a) The Corporation will engage in activities that are public in nature. The purposes and activities of the Corporation are those permitted under the Nebraska Nonprofit Corporation Act (Chapter 21, Article 19, Reissue Revised Statutes of Nebraska, as amended) and the Project is located within the geographic boundaries of the City.

(b) The Corporation is not organized for profit except to the extent of retiring indebtedness, and the Articles of Incorporation so provide.

(c) The income of the Corporation will not inure to any private person, and the Articles of Incorporation so provide.

(d) The City will have a beneficial interest in the Corporation and will have exclusive beneficial possession and use of the Project while the Bonds remain outstanding.

(e) The City will obtain full legal title to the Project upon payment in full of the Bonds and any Additional Bonds (as defined in the Indenture).

(f) The Corporation will be performing activities which otherwise would be the responsibility of the City.

Section 2. Approval of Issuance of the Bonds by the Corporation. The City hereby approves the issuance and sale by the Corporation of its Lease Rental Revenue and Refunding Bonds in one or more series in a principal amount not to exceed \$_____, for the purpose of providing funds to (a) provide for the payment and redemption of the outstanding 2009 Bonds and the 2010 Bonds on the Redemption Date upon the satisfaction of certain conditions, and (b) acquire, construct, furnish and equip municipal facilities on the 2015 Project Site. The Bonds shall be issued and secured pursuant to the Indenture hereinafter approved. The Bonds shall be dated the date of delivery thereof and payment therefore, shall mature on December 1 in the years and in the respective amounts and shall bear interest from the date thereof payable semiannually on June 1 and December 1, beginning on the date determined by the Mayor in accordance with the provisions of **Section 9** hereof, in each year at the rates per annum approved by the Mayor in accordance with the provisions of **Section 9** hereof.

The Bonds shall be sold to the Purchaser (hereinafter defined) at a purchase price not less than ___% of the principal amount thereof, which purchase price shall include an underwriter's discount not to exceed ___%. The Bonds shall be in such denominations, shall be in such forms, shall be subject to redemption prior to maturity, shall have such other terms and provisions, and shall be issued, executed and delivered in such manner subject to such provisions, covenants and agreements, as are set forth in the Indenture.

Section 3. Limited Obligations. The Bonds and the interest thereon shall be limited obligations payable solely out of the rents, revenues and receipts received by the Corporation from the City pursuant to the Lease authorized herein. The Bonds and the interest thereon shall not constitute a debt or liability of the City, or of the State of Nebraska or of any political subdivision thereof, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

Section 4. Authorization of Documents. The City is hereby authorized to enter into the following documents, with such changes therein as shall be approved by the officers of the City executing such documents, such officers' signatures thereon being conclusive evidence of their approval thereof:

(a) one or more Lease Agreement Amendment(s), appropriately numbered and dated and in substantially the form of the prior lease agreement amendments entered into in connection with the 2009 Bonds and 2010 Bonds, further amending and supplementing the Prior Lease Agreement, under which the Corporation shall (i) refinance the Prior Projects upon the satisfaction of certain conditions, and (ii) acquire, construct, furnish and equip the 2015 Project and shall lease the Prior Projects and 2015 Project to the City upon the terms and conditions set forth in the Prior Lease, as amended and supplemented from time to time, including with limitation, the Lease Agreement Amendment(s) (collectively, the "**Lease Agreement**").

(b) one or more Site Lease Amendments, appropriately numbered and dated and in substantially the form of the prior site lease amendments entered into in connection with the 2009 Bonds and 2010 Bonds, further amending and supplementing the Prior Site Lease pursuant to which the Corporation will acquire a leasehold interest in the 2015 Project Site upon the terms and conditions set forth in the Prior Site Lease, as amended and supplemented from time to time, including, without limitation, the Site Lease Amendment (collectively, the "**Site Lease**").

(c) one or more Bond Purchase Agreements, appropriately dated (the “**Bond Purchase Agreement(s)**”), in substantially the form entered into in connection with the 2009 Bonds and 2010 Bonds, among the Corporation, the City and Ameritas Investment Corp. (the “**Purchaser**”), under which the Corporation agrees to sell the Bonds to the Purchaser upon the terms and conditions as set forth in the Bond Purchase Agreement.

(d) one or more Continuing Disclosure Undertakings (the “**Disclosure Certificate(s)**”) pursuant to which the City agrees to provide certain financial and other information with respect to the Bonds, the form of which shall be described in the preliminary Official Statement (as defined below).

Section 5. Approval of Documents. The City hereby approves the following document:

(a) one or more Trust Indenture Supplements, appropriately numbered and dated (the “**Trust Indenture Supplement(s)**”), in substantially the form entered into in connection with the 2009 Bonds and 2010 Bonds, amending and supplementing the Trust Indenture, dated as of February 15, 2003, as supplemented by Trust Indenture Supplement Number One, dated as of September 2, 2009, and as further supplemented by Trust Indenture Supplement Number Two, dated as of July 8, 2010 (collectively, “**Existing Indenture**”), between the Corporation and the Trustee, pursuant to which the Bonds shall be issued and the Corporation shall pledge and assign the rents, revenues and receipts received pursuant to the Lease to the Trustee for the benefit of and security of the owners of the Bonds upon the terms and conditions as set forth in the Existing Indenture, as amended and supplemented from time to time, including, without limitation, the Trust Indenture Supplement(s) (collectively, the “**Indenture**”).

Section 6. Official Statement. The City hereby ratifies and approves the publication, distribution and use of a preliminary Official Statement in connection with the offering of the Bonds, with such changes, additions and modifications, as may be approved by the Mayor, City Clerk or Director of Finance (the “**Preliminary Official Statement**”). The Mayor and Director of Finance are each hereby authorized to deem the information contained in the Preliminary Official Statement to be “final” as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1) under the Securities Exchange Act of 1934, as amended. The City further authorizes and directs the preparation of, and authorizes and directs the execution and delivery by the Mayor or Director of Finance of a final Official Statement for use in connection with the sale of the Bonds.

Section 7. Execution of Documents. The City is hereby authorized to enter into and the Mayor is hereby authorized and directed to execute and deliver, for and on behalf of and as the act and deed of the City, the Lease Agreement Amendment(s) (including one or more Memorandum of Lease Agreement to be recorded in the appropriate real estate records at closing to evidence the Lease), the Site Lease Amendment(s), the Bond Purchase Agreement(s), the Disclosure Certificate(s) and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 8. Designation of Bonds as Qualified Tax-Exempt Obligations. The City hereby acknowledges that the Corporation may designate the Bonds to be “qualified tax-exempt obligations” as such term is defined in Section 265(b)(3) of the Code. If such bonds are so designated, the City hereby authorizes the Mayor or Director of Finance to represent that:

(a) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds or current refunding issues) which will be issued by or on behalf of the City and all entities subordinate to the City during calendar year 2015 does not exceed \$10,000,000; and

(b) the aggregate principal amount of obligations designated by the City as “qualified tax-exempt obligations” during calendar year 2015, including the Bonds but excluding any bonds which are “deemed designated”, does not and will not exceed \$10,000,000.

The Mayor and Director of Finance are each hereby authorized to take such other action as may be necessary to make effective the designation in this Section.

Section 9. Authority of Mayor; Further Authority.

(a) In connection with the issuance of a series of Bonds to pay the costs of the 2015 Project and as a part of such sale, the Mayor shall approve (i) the dated date; (ii) the principal amount of such series of Bonds including the principal amounts of the respective Serial Bonds and Term Bonds of such series of Bonds; provided, however that the aggregate amount of such series of Bonds shall not exceed _____ (\$_____) but may be less than that amount; (iii) the rate or rates of interest to be borne by each maturity of such series of Bonds; provided that yield on such series of Bonds shall not exceed __%, (iv) the principal amount of such series of Bonds maturing in each year; (v) the Sinking Fund Installments due and the dates thereof with respect to such series of Bonds in each year for which the Mayor determines that a Sinking Fund Installment shall be due; (vi) the dates upon which such series of Bonds will be subject to redemption at the option of the City and the redemption price, not to exceed __% of the principal amount thereof, payable upon the redemption of such series of Bonds, (vii) the purchase price of such series of Bonds, which shall not be less than __% of the principal amount thereof, which purchase price shall include an underwriter’s discount not to exceed __% and (viii) the number, date, form and contents of each Trust Indenture Supplement, Lease Agreement Supplement, Site Lease Amendment, Bond Purchase Agreement, Disclosure Certificate and any other agreement executed and delivered by the City in connection with the issuance of such series of Bonds.

The Mayor shall report from time to time to the Council the purchase price of such series of Bonds sold and the principal amount, maturities, Sinking Fund Installments and other terms thereof established in accordance with the provisions of this Resolution.

(b) A series of Bonds may be issued to refund the 2009 Bonds and the 2010 Bonds only if the present value savings (determined with respect to the principal amount of 2009 Bonds and the 2010 Bonds then outstanding) is not less than ____%. At such time as such present value savings is not less than __%, the Corporation is authorized to issue a series of Bonds to refund the 2009 Bonds and the 2010 Bonds. In connection with the issuance of a series of Bonds to refund the 2009 Bonds and the 2010 Bonds, and as a part of such sale, the Mayor shall approve (i) the dated date; (ii) the principal amount of such series of Bonds including the principal amounts of the respective Serial Bonds and Term Bonds of such series of Bonds; provided, however that the aggregate amount of such series of Bonds shall not exceed _____ (\$_____) but may be less than that amount; (iii) the rate or rates of interest to be borne by each maturity of such series of Bonds; provided that yield on such series of Bonds shall not exceed __%, (iv) the principal amount of such series of Bonds maturing in each year; (v) the Sinking Fund Installments due and the dates thereof with respect to such series of Bonds in each year for which the Mayor determines that a Sinking Fund Installment shall be due; (vi) the dates upon which such series of Bonds will be subject to redemption at the option of the City and the redemption price, not to exceed __% of the principal amount thereof, payable upon the redemption of such series of Bond, (vii) the purchase price of such series of Bonds, which shall not be less than 98.0%

of the principal amount thereof, which purchase price shall include an underwriter's discount not to exceed ___%, (viii) the number, date, form and contents of each Trust Indenture Supplement, Lease Agreement Supplement, Site Lease Amendment, Bond Purchase Agreement, Disclosure Certificate and any other agreement executed and delivered by the Corporation in connection with the issuance of such series of Bonds, and (ix) the redemption date of the 2009 Bonds and the 2010 Bonds and the form and content of any notice of redemption.

The Mayor shall report from time to time to the City Council the purchase price of such series of Bonds sold and the principal amount, maturities, Sinking Fund Installments and other terms thereof established in accordance with the provisions of this Resolution, together with the savings to be achieved in connection with refunding the outstanding 2009 Bonds and 2010 Bonds.

(c) The officers, agents and employees of the City, including the Mayor and the Clerk, shall be, and they hereby are, authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance, and to carry out, comply with and perform the duties of the City with respect to the Lease, the Site Lease, the Bond Purchase Agreement(s), the Disclosure Certificate(s), to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 10. Conveyance of Project to City when Bonds are Paid. The Mayor and Council hereby declares that the City will accept from the Corporation conveyance of unencumbered fee title to the Project after all the Bonds and any Additional Bonds (as defined in the Indenture) have been paid or payment therefor has been provided for in accordance with the herein approved Indenture.

Section 11. Severability. If any one or more of the provisions of this Ordinance should be determined by a court of competent jurisdiction to be contrary to law, then such provisions shall be deemed severable from the remaining provisions of this Ordinance and the invalidity thereof shall in no way affect the validity of the other provisions of this Ordinance or of the Bonds and the owners of the Bonds shall retain all the rights and benefits accorded to them under this Ordinance and under any applicable provisions of law.

If any provisions of this Ordinance shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid in any particular case in any jurisdiction or jurisdictions, or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstances, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.

Section 12. Repeal of Conflicting Ordinances. All ordinances, resolutions or orders, or parts thereof in conflict with the provisions of this Ordinance are to be extent of such conflict hereby repealed.

Section 13. Effective Date. This ordinance shall be in full force and effect from and after its passage and publication in pamphlet form as provided by law.

PASSED AND APPROVED: _____, 2015.

CITY OF SCOTTSBLUFF, NEBRASKA

ATTEST:

By: _____
Mayor

By: _____
Clerk

[S E A L]

City of Scottsbluff, Nebraska

Monday, April 20, 2015

Regular Meeting

Item Public Inp2

Council to consider a contract with the Scottsbluff Public School District regarding the indoor and outdoor Splash pools, and authorize the Mayor to execute the contract.

Staff Contact: Rick Kuckkahn, City Manager

**MUTUAL TERMINATION OF SWIMMING POOL AGREEMENT
AND OUTDOOR POOL LEASE**

This Mutual Termination of Swimming Pool Agreement and Outdoor Pool Lease (“Agreement”) is made on April ____, 2015, by and between Scottsbluff Public Schools, School District No. 32, Scotts Bluff County, Nebraska (“District”) and the City of Scottsbluff, Nebraska, a Municipal Corporation, (“City”).

RECITALS:

- A. On June 9, 1975, the District and the City entered into a Swimming Pool Agreement wherein the District agreed to lease certain space in relation to the Splash Arena Swimming Pool to the City pursuant to a Lease and Grant to City.
- B. Under the terms of the Swimming Pool Agreement as referred to above, the District and the City agreed to allocations of costs between the parties in relation to the operation and maintenance of the Splash Arena Swimming Pool;
- C. The parties have now mutually agreed to extend the Swimming Pool Agreement for a period of time to determine, by both parties, whether a qualified third party is capable of operating the Splash Arena. If there is no such third party, then the Swimming Pool Agreement or the Lease and Grant to the City shall terminate but the parties agree to a new lease for the Outdoor Pool; and
- D. For purposes of this Agreement the “Splash Arena” shall refer to the indoor pool, locker area, showers, restrooms, wrestling and gallery areas, along with office storage areas and mechanical facilities or equipment in or appurtenant thereto. The “Outdoor Pool” includes the outdoor pool, wading pool, the decks of such pools and the mechanical facilities or equipment in or appurtenant thereto, including the boiler, piping, pumps and related facilities.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the parties agree as follows:

1. The term of lease in the Swimming Pool Agreement and the Lease and Grant to the City shall expire according to its term on July 31, 2015, at which point the Swimming Pool Agreement shall expire and the ownership and possession of the property will immediately revert to the District. Until such time, the parties agree to continue to operate the Splash Arena as per custom and practice at no additional expense or cost to the City. If requested, the City agrees to execute a deed to transfer any interest it has in the property back to District.

2. On or about August 1, 2015 the District agrees to lease the Outdoor Pool to the City for a payment of \$6,000.00 per fiscal year. The lease shall be for a summer swim season. The lease to the City would include access to the locker rooms, showers and bathrooms during the summer

swim season. In the event the Outdoor Pool is not open to the public for the full ten (10) week period, a \$600.00 per week credit will be returned to the City at the conclusion of the season. For purposes of this credit, a weeks shall be defined as any consecutive seven (7) day period during which the Outdoor Pool is not open due to a late seasonal opening or early seasonal closing, or for any other reason the City is not able to open the Outdoor Pool to the public. No credit shall be issued for partial weeks nor mid-season interruptions. In addition to the lease payment, the City shall pay all costs associated with the use and maintenance of the Outdoor Pool, such as chemicals, equipment and facilities. The term of the lease for the Outdoor Pool lease will be renewable annually on May 15, at which time the City's additional rental fee is due and payable. The Outdoor Pool may be open for approximately ten (10) weeks-or from Memorial Day weekend to the end of the second week of in August of each year. The summer lease for the Outdoor Pool shall be automatically renewed for annual summer terms unless either party shall give the other party written notice of its intent to terminate at least 90 days prior to the time the additional rental fee is due.

3. In the event the City and District agree upon a third party who is able to formulate, operate and maintain the Splash Arena, then the District agrees to lease the Splash Arena to the City for a term of two (2) years to the City for an additional payment of \$2,500 per fiscal year. The District agrees to consent to a sublease between the City and the third party which sublease shall contain acceptable language to the District to ensure that adequate liability insurance is obtained and to ensure adequate supervision, cleaning and maintenance are agreed upon and performed. In addition, the lease must contain a provision which states the Seacats highschool swim team and Torpedoes schedule shall take priority over all other activities at the Splash Arena. Other than the contributions set forth in this Agreement, any lease or sublease shall clearly state the third party will be liable and responsible for all expenses to operate, maintain and staff the Splash Arena.

4. The City agrees to contribute an amount equal, but not exceeding \$202,000.00 to the the District toward the costs and expenses of a complete locker room/bath room remodel, when both parties agree it is time to complete the locker room/bath room remodel. Provided the complete remodel must and request for contribution shall be made prior to June of the fiscal year in which the contribution is requested. This contribution may be in the form of a promissory note, but in any event the payment of the contribution or promissory note shall be conditional upon costs actually expended by the District and upon documentation presented to the City in the form of receipts or invoices for work completed.

5. In the event City and District agree upon a third party operator of the Splash Arena, and a lease and sublease are entered into, both the City and District each agree to make a limited contribution of \$12,500, for a combined maximum amount of \$25,000.00. This contribution shall only be used for major repairs or any non-routine repairs needed at the Splash Arena.

6. Each party agrees to maintain liability insurance and the City agrees to provide the District with a current certificate of insurance which indicates full coverage of all liabilities associated with the Outdoor Pool naming District as an additional named insured, and including a general liability aggregate limit of \$5,000,000.00 for bodily injury or personal injury.

SCOTTSBLUFF PUBLIC SCHOOLS,
SCHOOL DISTRICT NO. 32, SCOTTS
BLUFF COUNTY, NEBRASKA, District,

By _____
Ruth Kozal, President
Board of Education

Attest:

Secretary, Board of Education

CITY OF SCOTTSBLUFF, NEBRASKA,
a Municipal Corporation, City,

By _____
Randy Meininger, Mayor

Attest:

City Clerk

City of Scottsbluff, Nebraska

Monday, April 20, 2015

Regular Meeting

Item Subdiv.1

Council to consider a final plat and Certificate of Filing for Ag Estate Dwelling Plat for a tract situated in the NE1/4 of Section 19, Scotts Bluff Co., NE and authorize Mayor to sign the Certificate.

Staff Contact: Rick Kuckkahn, City Manager

Agenda Statement

Item No.

For meeting of: April 20, 2015

AGENDA TITLE: Ag Estate Dwelling Plat for a tract situated in the NE1/4 of Section 19, T22N, R54W of the 6th P.M., Scotts Bluff County, Nebraska.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Development Services

PRESENTATION BY: Rick Kuckkahn

SUMMARY EXPLANATION: The property owner(s) Good to Grow LLC, represented by Paul Harris, have requested an Ag Estate Dwelling of property described as a tract of land in the Northeast Quarter of Section 19, T22N, R54W of the 6th P.M. Scotts Bluff County, Nebraska; they are proposing to separate approximately 19.81± acres of their existing 137.38± acres to allow for a home and out buildings from the farmland, old structures on the property have been removed. Access onto the site will be from the west side of County Road 24 with a 90' access and utility easement provided by airport property. The Development Services staff has reviewed the application and the lot will meet the necessary requirements of an Agricultural Estate Dwelling (AED). The property is not shown in the Comprehensive Development Plan future land use map; however the use is consistent with the surrounding properties which are zoned Agricultural and all located in our Extra Territorial jurisdiction, property to the east is in the County's jurisdiction.

BOARD/COMMISSION RECOMMENDATION: The Planning Commission at their regular meeting of April 13 2015 made positive recommendation to City Council, to approve the Ag estate dwelling with certificate of filing for a tract of land in the NE ¼ of Section 19, T22N, R54W of the 6th P.M. Scotts Bluff County.

STAFF RECOMMENDATION: Approve final plat and certificate for filing at the Register of Deeds

EXHIBITS

Resolution Ordinance Contract Minutes x Plan/Map x

Other (specify) Certificate _____

NOTIFICATION LIST: Yes No Further Instructions

Good to Grow, Paul Harris, 1535 6th St., Gering, NE 69341

APPROVAL FOR SUBMITTAL: _____
City Manager

For Recording Only
RET: Development Services, City of Scottsbluff

CERTIFICATE

This certificate should be indexed and recorded against the real estate described in Paragraph 2 and 3 below.

The following action was taken by the Scottsbluff City Planning Commission, and the Scottsbluff City Council.

TO-WIT:

- 1. Good to Grow L.L.C., a Nebraska Limited Liability Company, has made application to the City of Scottsbluff Planning Commission, and City Council for an Agricultural Dwelling Estate Site located at County Road 24, in Section 19, Township 22 North, Range 54 West of the 6th P.M., Scotts Bluff County, Nebraska under Part 25-3-19(10) of the Scottsbluff Municipal Code zoning regulations. The Planning Commission approved the same at their regular meeting on April 13, 2015 and the City Council accepted such recommendations of the Planning Commission, and gave validity to such recommendations by approving the same, as provided by law, at a meeting of the City of Scottsbluff, City Council on April 20, 2015.**
- 2. The legal description of the tract-site (AEDS), separated as an Agricultural Estate Dwelling site is: A tract of land situated in the Northeast Quarter of (NE ¼) of Section 19, Township 22 North, Range 54 West of the 6th P.M. , Scotts Bluff County, Nebraska, more particularly described as follows:**

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 22 NORTH, RANGE 54 WEST OF THE 6TH PRINCIPAL MERIDIAN, SCOTTS BLUFF COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 19; THENCE, ON THE EAST LINE OF SAID SECTION, N02°41'20"E FOR A DISTANCE OF 244.67 FEET; THENCE, ON N19°31'16"W FOR A DISTANCE OF 798.07 FEET; THENCE, N78°59'44"E TO A POINT OF INTERSECTION WITH SAID EAST LINE, BEING A DISTANCE OF 310.50 FEET; THENCE, ON SAID EAST LINE, N02°41'20"E FOR A DISTANCE OF 62.97 FEET; THENCE, PARALLEL WITH THE SOUTH LINE OF SAID QUARTER SECTION, N88°16'58"E FOR A DISTANCE OF 880.00 FEET; THENCE, PARALLEL WITH THE SAID EAST LINE, S02°41'20"W TO A POINT OF INTERSECTION WITH THE SAID SOUTH LINE, BEING A DISTANCE OF 1120.00 FEET; THENCE, ON SAID SOUTH LINE, S88°16'58"E FOR A DISTANCE OF 880.00 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 19.81 ACRES, MORE OR LESS, OF WHICH 0.27 ACRES ARE CONTAINED IN COUNTY ROAD RIGHT-OF-WAY.

- 3. The legal description of the reserved real estate pursuant to Part 25-3-19 (reserved for the above described tract site as a one-time exception from the requirement of platting, and inclusive of all of the other provisions of the applicable zoning regulation) is a tract of land:**

The Northeast Quarter of Section 19, Township 22 North, Range 54 West of the 6th P.M., Scotts Bluff County, Nebraska. Except above described AEDs, containing an area of 19.81 acres, more or less, of which 0.27 acres are contained in County road Right-of-Way described in item 2 above.

STATE OF NEBRASKA)
)
COUNTY OF SCOTTS BLUFF)

I, Randy Meininger the duly appointed, qualified, and acting Mayor for the City of Scottsbluff, County of Scotts Bluff, State of Nebraska, do hereby certify that the foregoing is a true and complete recitation of the action taken by the City Planning Commission, and City Council, as it relates to the subject therein described, as shown by the records and minutes of the referenced public bodies.

IT WITNESS WHEREOF, I DO HERBY SET MY OFFICIAL HAND, THIS
_____ DAY OF _____, _____.

Mayor, City of Scottsbluff
Randy Meininger

STATE OF NEBRASKA)
CITY OF SCOTTSBLUFF)
COUNTY OF SCOTTS BLUFF)

On the date immediately above set out, before me, a Notary Public duly commissioned and qualified to act in Scottsbluff, Scotts Bluff County, personally came the referenced Mayor _____, to me known to be the identical person whose name is affixed to the foregoing certificate, and acknowledged the same to be his voluntary act and deed as such official.

Notary Public

(NOTARY SEAL & COMMISSION EXPIRES)



19.81 Acres

Airport Property

Menards

City of Scottsbluff, Nebraska

Monday, April 20, 2015

Regular Meeting

Item Subdiv.2

Council to consider an Ordinance to vacate with vacation plat of Lot 4, Block 2, Riverview Estates, and a portion of Mallard Road, situated in the NE ¼ of Section 17, Scotts Bluff Co., NE.

Staff Contact: Rick Kuckkahn, City Manager

Agenda Statement

Item No.

For meeting of: April 20, 2015

AGENDA TITLE: Ordinance to Vacate with Vacation Plat of – Lot 4, Block 2, Riverview Estates, and a portion of Mallard Road, situated in the NE ¼ of Section 17, T22N, R55W of the 6th P.M., Scotts Bluff County, Nebraska.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Development Services

PRESENTATION BY: Rick Kuckkahn

SUMMARY EXPLANATION: Jason Zitterkopf and the City of Gering have requested an ordinance to vacate Lot 4, Block 2, River Run Estates and a portion of Mallard Road which abuts the City of Gering well property and lots 3 & 4, Block 1, River Run estates belonging to Mr. Zitterkopf. This ordinance and vacation plat are requested as part of the final plat for Lots 3A, and 9A, amended River Run Estates Idlewylde Addition, these lots are located west of County Road 19 and north of Pheasant Drive in the City's extra territorial jurisdiction. The City of Gering approved the vacation of Lot 4, and a portion of Mallard Road at their Council meeting of April 13, 2015. Scotts Bluff County was notified of the proposed changes and approved the changes to the proposed final plat.

BOARD/COMMISSION RECOMMENDATION: The Planning Commission approved the ordinance to vacate with vacation plat at their regular meeting of April 13, 2015.

STAFF RECOMMENDATION: Staff recommends City Council approve the ordinance to vacate with vacation plat of Lot 4, Block 2, River Run Estates and a portion of Mallard Road.

EXHIBITS

Resolution Ordinance x Contract Minutes x Plan/Map x

Other (specify) _____

NOTIFICATION LIST: Yes No x Further Instructions

APPROVAL FOR SUBMITTAL: _____
City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA, VACATING LOT 4, BLOCK 2 OF RIVER RUN ESTATES SUBDIVISION AND A PORTION OF MALLARD ROAD, SITUATED IN THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., IN SCOTTS BLUFF COUNTY, NEBRASKA.

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

Section 1. The owners of the property involved have requested the City of Scottsbluff vacate the following property to allow for a replat:

Lot 4, Block 2 of River Run Estates Subdivision and a portion of Mallard Road, all situated in Northeast Quarter of Section 17, Township 22 North, Range 55 West of the 6th Principal Meridian, in Scotts Bluff County, Nebraska. The portion of Mallard Road being more particularly described as follows: Commencing at the East Quarter of Section 17, Township 22 North, Range 55 West, of the 6th Principal Meridian, whence the Northeast corner of said Section 17, bears North 02°14'22" East, a distance of 2642.35 feet, thence North 35°45'14" West, a distance of 1161.64 feet to a point on the West right of way line of Mallard Road, said point also being the point of beginning; thence along said west right of way line of Mallard Road, North 02°14'22" East, a distance of 1,202.67 feet to a point on the South right of way line of Woodline Road; thence along said South right of way line of Woodline Road, South 89°23'19" East a distance of 50.02 feet to a point on the East right of way line of Mallard Road; thence continuing along said East right of way line of Mallard Road; South 02°14'22" West, a distance of 1,203.80 feet; thence North 88°05'35" West, a distance of 50.00 feet, more or less, to the point of beginning. The above described parcel contains 60,162 sq. ft. (1.38 acres), more or less.

As more fully set forth in the vacation plat, marked as Exhibit "A", to this Ordinance and incorporated by this reference.

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

Section 3. Lot 4, Block 2 of River Run Estates Subdivision and a portion of Mallard Road, all situated in the Northeast Quarter of Section 17, Township 22 North, Range 55 West of the 6th p.m., in Scotts Bluff County, Nebraska, 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 _____, 2015.

Mayor

ATTEST:

City Clerk (Seal)

APPROVED TO FORM:

City Attorney

City of Scottsbluff, Nebraska

Monday, April 20, 2015

Regular Meeting

Item Subdiv.3

Council to consider a final plat of Lots 3A & 9A, amended River Run Estates Subd. a replat of Lots 3 & 4, Block 1, River Run Estates Subd. and Lot 9, Block 1, River Run Estates and Lot 10 amended River Run Estates and unplatted lands and approve the Resolution.

Staff Contact: Rick Kuckkahn, City Manager

RESOLUTION NO. _____

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

That the final plat of Lots 3A and 9A of amended River Run Estates, a replat of Lots 3 and 4, Block 1, Lot 9, Block 1 of River Run Estates Subdivision and Lot 10, Block 1, Amended River Run Estates Subdivision and the unplatted Lands shown hereon, all situated in NE ¼ of Section 17, T22N, R55W of the 6th P.M. in Scotts Bluff County, Nebraska dated March 13, 2015, duly made, acknowledged and certified, is approved. Such Plat is ordered filed and recorded in the office of the Register of Deeds, Scotts Bluff County, Nebraska.

Passed and approved this 20th day of April 2015.

Mayor

Attest:

City Clerk

SEAL

FINAL PLAT

OF LOTS 3A AND 9A OF AMENDED RIVER RUN ESTATES, A REPLAT OF LOTS 3 AND 4, BLOCK 1, LOT 9, BLOCK 1 OF RIVER RUN ESTATES SUBDIVISION AND LOT 10 BLOCK 1, AMENDED RIVER RUN ESTATES SUBDIVISION AND THE UNPLATTED LANDS SHOWN HEREON, ALL SITUATED IN NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH PRINCIPAL MERIDIAN, IN SCOTTS BLUFF COUNTY, NEBRASKA

Sheet Revisions

Date	Description	Initials
01-12-15	STARTED FIELD SURVEY	AM
03-05-15	DRAFTED SURVEY	CJG



Land Survey

Title Sheet

Baker Project Number: 6294-001-14			
Project Location: Scotts Bluff County, Nebraska			
Client: Zitterkopf			
Project Code	Last Mod. Date	Subset	Sheet No.
6294	03-05-2015	1 of 2	1

PROPERTY DESCRIPTION

A PARCEL OF LAND KNOWN AS LOTS 3A AND 9A OF AMENDED RIVER RUN ESTATES, A REPLAT OF LOTS 3 AND 4, BLOCK 1, LOT 9, BLOCK 1 OF RIVER RUN ESTATES SUBDIVISION AND LOT 10 BLOCK 1 AMENDED RIVER RUN ESTATES SUBDIVISION, AND THE PORTION OF UNPLATTED LANDS SHOWN HEREON, ALL SITUATED IN NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH PRINCIPAL MERIDIAN, IN SCOTTS BLUFF COUNTY, NEBRASKA.

SURVEY NOTES

- BAKER AND ASSOCIATES, INC., PERFORMED ALL NECESSARY RESEARCH TO ESTABLISH CURRENT OWNERSHIP OF THE SUBJECT PROPERTY SHOWN HERE ON, UTILIZING CURRENT VESTING DOCUMENTS FROM PUBLIC RECORDS, HOWEVER NO TITLE COMPANY OR PROFESSIONAL TITLE SEARCH WAS PERFORMED ON THE SUBJECT PROPERTY.
- THE MONUMENTATION RECOVERED WAS LOCATED BY A COMBINATION OF GLOBAL POSITIONING SYSTEM (GPS) FAST STATIC, RTK AND RTK DATA LOGGING TECHNIQUES. CONVENTIONAL SURVEY METHODS WERE APPLIED WHEN REQUIRED.
- BASIS OF BEARINGS: ALL BEARINGS ARE BASED ON THE LINE CONNECTING THE NORTHEAST CORNER OF SECTION 17, TOWNSHIP 22 NORTH, RANGE 55 WEST, OF THE 6TH PRINCIPAL MERIDIAN AND THE EAST QUARTER OF SAID SECTION 17, BEING A GRID BEARING OF NORTH 02°14'22" EAST A DISTANCE OF 2642.35 FEET AS OBTAINED FROM A GLOBAL POSITIONING SYSTEM (GPS) SURVEY BASED ON THE NEBRASKA HIGH ACCURACY REFERENCE NETWORK (NHARN). SAID GRID BEARING IS NAD 83 (2011) NEBRASKA STATE PLANE ZONE 2600.
- ALL DIMENSIONS SHOWN HEREON ARE U.S. SURVEY FEET.

SCOTTSBLUFF CITY COUNCIL APPROVAL STATEMENT:

FINAL OF LOTS 3A AND 9A OF AMENDED RIVER RUN ESTATES, A REPLAT OF LOTS 3 AND 4, BLOCK 1, LOT 9, BLOCK 1 OF RIVER RUN ESTATES SUBDIVISION AND LOT 10 BLOCK 1 AMENDED RIVER RUN ESTATES SUBDIVISION, AND THE PORTION OF UNPLATTED LANDS SHOWN HEREON, ALL SITUATED IN NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH PRINCIPAL MERIDIAN, IN SCOTTS BLUFF COUNTY, NEBRASKA, WAS APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SCOTTSBLUFF, NEBRASKA, BY RESOLUTION DULY PASSED THIS _____ DAY OF _____, 2015.

BY: _____
RANDY MEININGER, MAYOR (SEAL)

ATTESTED:
CITY CLERK

SCOTTS BLUFF COUNTY APPROVAL:

FINAL PLAT OF LOTS 3A AND 9A OF AMENDED RIVER RUN ESTATES, A REPLAT OF LOTS 3 AND 4, BLOCK 1, LOT 9, BLOCK 1 OF RIVER RUN ESTATES SUBDIVISION AND LOT 10 BLOCK 1 AMENDED RIVER RUN ESTATES SUBDIVISION, AND THE PORTION OF UNPLATTED LANDS SHOWN HEREON, ALL SITUATED IN NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH PRINCIPAL MERIDIAN, IN SCOTTS BLUFF COUNTY, NEBRASKA, WAS APPROVED BY ADMINISTRATIVE REVIEW BY THE SCOTTS BLUFF COUNTY ROADS DEPARTMENT FOR THE ROAD ACCESS FOR COUNTY ROAD 19, AS DEPICITED BY THE 30' ACCESS EASEMENT SHOWN HEREON. THIS DAY OF _____, 2015.

ROBERT BENNETT (SCOTTS BLUFF COUNTY ROADS)

ATTEST:
CLERK

INDEX OF SHEETS

- PAGE 1 TITLE SHEET
- PAGE 2 PLAN SHEET

OWNER'S STATEMENT:

I, THE UNDERSIGNED, BEING THE OWNER OF THE REAL ESTATE DESCRIBED IN THE FOREGOING "PROPERTY DESCRIPTION" AND SHOWN ON THE ACCOMPANYING PLAT, HAVE CAUSED SUCH REAL ESTATE TO BE PLATTED AS:

FINAL PLAT OF LOTS 3A AND 9A OF AMENDED RIVER RUN ESTATES, A REPLAT OF LOTS 3 AND 4, BLOCK 1, LOT 9, BLOCK 1 OF RIVER RUN ESTATES SUBDIVISION AND LOT 10 BLOCK 1 AMENDED RIVER RUN ESTATES SUBDIVISION, AND THE PORTION OF UNPLATTED LANDS SHOWN HEREON, ALL SITUATED IN NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH PRINCIPAL MERIDIAN, IN SCOTTS BLUFF COUNTY, NEBRASKA.

THE FOREGOING PLAT IS MADE WITH MY FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS.

DATE: _____

OWNER: JASON A ZITTERKOPF

ACKNOWLEDGEMENT:

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

BEFORE ME, A NOTARY PUBLIC, QUALIFIED AND ACTING IN SAID COUNTY, PERSONALLY CAME JASON A ZITTERKOPF, KNOWN TO ME TO BE THE IDENTICAL PERSON WHO SIGNED THE FOREGOING "OWNER'S STATEMENT" AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 2015.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

SURVEYOR'S CERTIFICATE

I, CARL JOHN GILBERT, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF NEBRASKA, DO HEREBY CERTIFY THAT THIS DOCUMENT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE IN JANUARY 2015, BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF NEBRASKA DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL APPLICABLE PROVISIONS OF THE SCOTTS BLUFF COUNTY AND THE CITY OF SCOTTSBLUFF SUBDIVISION REGULATIONS.

I ATTEST THE ABOVE ON THIS _____ DAY OF _____, 2015.

CARL JOHN GILBERT
NEBRASKA PROFESSIONAL LAND SURVEYOR NO. 731
FOR AND ON BEHALF OF BAKER AND ASSOCIATES INC.
PHONE : 308-632-3123

City of Scottsbluff, Nebraska

Monday, April 20, 2015

Regular Meeting

Item Subdiv.4

Council to consider Redevelopment Plan for the Monument Mall Rehabilitation Including Request for Tax Increment Financing and Designation as an Enhanced Employment Area and Imposition of a One Half Percent Occupation Tax on Sales.

Staff Contact: Rick Kuckkahn, City Manager

Agenda Statement

Item No.

For meeting of: April 20, 2015

AGENDA TITLE: Council to consider Redevelopment Plan for the Monument Mall Rehabilitation Including Request for Tax Increment Financing and Designation as an Enhanced Employment Area and Imposition of a One Half Percent Occupation Tax on Sales

SUBMITTED BY DEPARTMENT/ORGANIZATION: Planning and Zoning

PRESENTATION BY:

SUMMARY EXPLANATION: Monument Mall is located in an area that is designated as Blighted and Substandard. To encourage private investment in the Community Redevelopment Area, this Redevelopment Plan has been prepared to set forth the Monument Mall Rehabilitation 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.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Staff recommends referring this plan to the Planning Commission for review

EXHIBITS

Resolution Ordinance Contract Minutes Plan/Map

Other (specify) _____

NOTIFICATION LIST: Yes No Further Instructions

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

REDEVELOPMENT CONTRACT
(Scottsbluff Monument Mall Rehabilitation Project)

This Redevelopment Contract is made and entered into as of the _____ day of _____, 2015, by and between the Community Development Agency of the City of Scottsbluff, Nebraska ("Agency"), the City of Scottsbluff, Nebraska, a Nebraska municipality of the first class ("City"), and RockStep Scottsbluff, LLC, a Texas limited liability company ("Redeveloper").

WITNESSETH:

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

WHEREAS, the Agency has adopted, after approval by the Mayor and Council of the City, that redevelopment plan entitled "**CITY OF SCOTTSBUFF REDEVELOPMENT PLAN FOR THE MONUMENT MALL REHABILITATION**" (the "Redevelopment Plan");

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

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

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.01 Terms Defined in this Redevelopment Contract.

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

"Act" means Section 12 of Article VIII of the Nebraska Constitution, Sections 18-2101 through 18-2154, Reissue Revised Statutes of Nebraska, 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 TIF Indebtedness and/or the owner or owners of Enhanced Employment Act Indebtedness issued by the Agency from time to time outstanding.

"Enhanced Employment Act" shall mean Nebraska Legislative Bill 562, 100th Legislature, effective date September 1, 2007, known as the "Enhanced Employment Area Occupation Tax," amending Sections 18-2101, 18-2103, 18-2107, 18-2111, 18-2116, 18-2119, and 18-2130 of the Nebraska Revised Statutes and set forth in the Community Development Law, as may be amended from time to time.

"Enhanced Employment Act Area" referred to in Section 18-2142.02 of the Nebraska Revised Statutes and shall mean that area within a community redevelopment area as shown on Exhibit B, attached hereto and incorporated herein by this reference.

"Enhanced Employment Act Indebtedness" shall mean the occupation tax revenue bonds, refunding bonds, notes, interim certificates, debentures, anticipation notes, and other indebtedness or obligations issued under the terms of this Agreement, the Bond Resolution, and the Occupation Tax Ordinance. The Enhanced Employment Act Indebtedness as initially issued by the Agency shall consist of the Agency's Occupation Tax Revenue Bond (Scottsbluff Monument Mall Rehabilitation Project), Series 2015, to be issued in an amount not to exceed \$1,816,650.00 in substantially the form set forth on Exhibit E, attached hereto and incorporated herein by this reference, ("Occupation Tax Revenue Bond"), and purchased by the Redeveloper as set forth in Section 4.05 of this Redevelopment Contract.

“Enhanced Employment Act Period” shall mean the lesser of (i) the time period necessary for the occupation taxes levied on the Employment District to pay off any outstanding Enhanced Employment Act Indebtedness which have been issued stating such occupation tax as an available source for payment or (ii) twenty (20) years after the effective date of the Ad Valorem Tax Provision, as provided in Section 3.01A hereof.

“Enhanced Employment Act Proceeds” shall mean any net proceeds from the issuance of the Enhanced Employment Act Indebtedness.

"Enhanced Employment Act Project" means the improvements to the Enhanced Employment Act Area, as further described in Exhibit B and, as used herein, shall include additions and improvements thereto. The Enhanced Employment Act Project shall include all eligible costs and expenses as set forth on Exhibit I, attached hereto and incorporated herein by this reference.

"Enhanced Employment Act Project Costs" means only costs or expenses incurred by Redeveloper in the Enhanced Employment Act Area as set forth on Exhibit B for the purposes set forth in Section 18-2103(12) (a) through (f), inclusive, of the Nebraska Revised Statutes, including providing for such costs by the exercise of the powers set forth in §18-2107(4) of the Act, all as identified on Exhibit I. Enhanced Employment Act Project Costs **do not include** costs or expenses incurred within that portion of the Redevelopment Project Area that is not a part of the Enhanced Employment Act Area.

"Enhanced Employment Act Project Cost Certification" means a statement prepared and signed by an authorized representative of the Redeveloper verifying the Redeveloper has become legally obligated for the payment of Enhanced Employment Act Project Costs identified on Exhibit I.

“Enhanced Employment Act Tax Revenues” shall mean the occupation tax revenues generated and collected under the occupation tax authorized by the Bond Resolution and the Occupation Tax Ordinance.

“Issuance Costs” shall mean: (1) costs and expenses of the City, Agency, and the Redeveloper lawfully attributable to the City’s benefit and for the public purpose to issue the indebtedness, pledges, bonds and notes described in this Agreement of the TIF Indebtedness and Enhanced Employment Act Indebtedness, including but not limited to, special city attorney fees, fiscal advisory fees, placement fees, legal opinions and advice, and business memorandums, analysis, and advice given to the City and Agency and incurred before or after the Agreement Date in order to fund the Enhanced Employment Act Project and the TIF Project; and (2) the costs the City incurs (on an annual or prorated year) to collect, process and administer the Enhanced Employment Act Proceeds and TIF Revenues, and related bond funds pursuant to the requirements of the Act, including labor costs, equipment, software, promulgated regulations, City and State of Nebraska Department of Revenue accounting, procedures, reports, audits, review and accountability and reporting measures. Issuance Costs shall not include the Redeveloper’s attorney fees or any expenses attributed to the funding of the Enhanced Employment Act Costs.

"Liquidated Damages Amount" means the amounts to be repaid to Agency by Redeveloper pursuant to Section 7.02 of this Redevelopment Contract.

"Lot" or "Lots" shall mean the separately platted and subdivided lots within the Redevelopment Project Area established pursuant to an approved and filed subdivision plat in accordance with the ordinances and regulations of the City.

"Master Project" shall mean the TIF Project and Enhanced Employment Act Project.

"Occupation Tax Ordinance" shall mean the City of Scottsbluff Ordinance No.____, passed _____, 2015 and approved _____, 2015, as amended, and related ordinances authorizing the levy, collection and enforcement of the occupation tax imposed pursuant to the Enhanced Employment Act.

"Redeveloper" means RockStep Scottsbluff, LLC, a Texas limited liability company.

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

"Redevelopment Project Property" means all of the Redevelopment Project Area which is the site for the improvements constituting the TIF Project, as more particularly described on Exhibit A.

"Redevelopment Contract" means this redevelopment contract between the Agency and Redeveloper with respect to the TIF Project and Enhanced Employment Act 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 and the Enhanced Employment Act Area related to the TIF Project and Enhanced Employment Act Project, as attached hereto and incorporated herein as Exhibit C, prepared by the Agency and approved by the City pursuant to the Act, as amended from time to time.

"Resolution" or "Bond Resolution" means the Resolution of the Agency authorizing the issuance of the TIF Indebtedness and Enhanced Employment Act Indebtedness, as supplemented from time to time, and also approving this Redevelopment Contract.

"Taxes" shall mean taxes and assessments from all applicable government entities including, but not limited to, any income, excise, sales or occupation taxes, ad valorem (real property) taxes, and personal property taxes.

"TIF Indebtedness" means any bonds, notes, loans, and advances of money or other indebtedness, including interest and premium, if any, thereon, incurred by the Agency pursuant to the Resolution and Article III hereof to provide financing for a portion of the TIF Project Costs and secured in whole or in part by TIF Revenues. The TIF Indebtedness as initially issued by the Agency shall consist of the Agency's Tax Increment Development Revenue Bond (Scottsbluff Monument Mall Rehabilitation Project), Series 2015, to be issued in an amount not to exceed \$578,130.00 in substantially the form set forth on Exhibit D attached hereto and incorporated herein by this reference ("TIF Bond"), and purchased by the Redeveloper as set forth in Section 3.04 of this Redevelopment Contract.

"TIF Project" means the improvements to the Redevelopment Project Area, as further described in Exhibit A, and, as used herein, shall include the Redevelopment Project Property and additions and improvements thereto. The TIF Project shall include all eligible costs and expenses as set forth on Exhibit F, attached hereto and incorporated herein by this reference.

"TIF Project Cost Certification" means a statement prepared and signed by an authorized representative of the Redeveloper verifying the Redeveloper has become legally obligated for the payment of TIF Project Costs identified on Exhibit F.

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

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

"Timeline" shall mean the timeline for the Master Project as generally described on Exhibit H, attached hereto and incorporated herein by this reference.

Section 1.02 Construction and Interpretation.

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

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

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

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

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

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

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

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

ARTICLE II FINDINGS AND REPRESENTATIONS

Section 2.01 Findings and Representations of Agency.

The Agency makes the following findings and representations:

(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 Master Project is expected to achieve the public purposes of the Act by among other things, increasing employment, increasing investment, improving public infrastructure, increasing the tax base, and lessening blighted and substandard conditions in the Redevelopment Project Area and Enhanced Employment Act 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 TIF Project would not be economically feasible without the use of tax-increment financing, and

(ii) the TIF 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 TIF 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 TIF Project.

(g) The Agency has determined that the proposed land uses and building requirements in the Redevelopment Project Area and Enhanced Employment Act 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.

(h) Pursuant to section 18-2147 of the Act the redevelopment project valuation shall be the valuation for assessment of the taxable real property in the Redevelopment Project for the year prior to the effective date specified in section 3.01A.

Section 2.02 Representations of Redeveloper.

The Redeveloper makes the following representations:

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

(b) The execution and delivery of this Redevelopment Contract and the consummation of the transactions herein contemplated will not conflict with or constitute a breach of or default under any 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 Master 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 TIF Project would not be economically feasible without the use of tax increment financing.

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

(f) The Enhanced Employment Act Project will result in at least ten (10) new employees and new investment of at least five hundred thousand dollars (\$500,000.00) within the Enhanced Employment Act Area, pursuant to Section 18-2116 of the Nebraska Revised Statutes. (Note: Scottsbluff County 2010 Census shows a population of 36,970)

(g) The TIF Indebtedness and Enhanced Employment Act Indebtedness shall not be tax-exempt financing and no interest paid from the TIF Indebtedness and Enhanced Employment Act Indebtedness shall be exempt from federal or state income taxation.

(h) Redeveloper warrants and represents that the costs set forth on Exhibit F are permitted costs under the Act and fit within the statutory definitions set forth in Section 18-2103(12)(a) through (f), inclusive, of the Nebraska Revised Statutes.

(i) Redeveloper warrants and represents that the costs set forth on Exhibit I are permitted costs under the Enhanced Employment Act and the Act and fit within the statutory definitions set forth in Section 18-2142.04(1)(a) of the Nebraska Revised Statutes.

(j) There are no, nor will there be, any single business in the Enhanced Employment Act Area that has one hundred thirty-five thousand square feet or more.

(k) Exhibit G, attached hereto and incorporated herein by this reference, is a list of the proposed businesses and each business's classification that are to be in the Enhanced Employment Act Area.

(l) 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 Master Project. Redeveloper, for itself and its successors and assigns, agrees that during the construction of the Master 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 Master Project.

ARTICLE III

THE PARTIES OBLIGATIONS RELATING TO TAX INCREMENT FINANCING

A. OBLIGATIONS OF THE AGENCY

Section 3.01A 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 real property in the Redevelopment Project Area for the benefit of any public body be divided for a period of fifteen years after the effective date of this provision as set forth in this section. The effective date of this provision shall be January 1, 2016. Said taxes shall be divided as follows:

(a) That portion 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 (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 the Redevelopment Project Area in excess of such amount, 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 "TIF Bond Fund") to pay the principal of, the interest on, and any premium due in connection with the TIF Indebtedness, whether funded, refunded, assumed, or otherwise, such Agency for financing or refinancing, in whole or in part, such TIF Project. When such TIF 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 3.02A Issuance of TIF Indebtedness

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

Prior to January 1, 2016, the Agency shall issue one Tax Increment Revenue Bond, in one taxable series, in a maximum principal amount of Five Hundred Seventy Eight Thousand One

Hundred Thirty and no/100 Dollars (\$578,130.00), in substantially the form shown on the attached Exhibit D (“TIF Bond”), for net funds available to be purchased by Redeveloper, or its affiliate (“TIF Bond Purchaser”), in a written form acceptable to Redeveloper’s attorney, and receive TIF Bond proceeds from the TIF Bond Purchaser in said amount. At the option of the TIF Bond Purchaser, the Agency shall make a grant to TIF Bond Purchaser in such amount, and such grant shall offset TIF Bond Purchaser’s obligation to purchase the TIF Bond. Subject to the terms of this Agreement and the Resolution, the Agency’s Treasurer on behalf of the Agency shall have the Agency to determine the timing of issuing the TIF Indebtedness and all the other necessary details of the TIF Indebtedness.

The TIF Bond Purchaser agrees to purchase the TIF 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 TIF Indebtedness. It is the sole responsibility of the TIF Bond Purchaser to effect the sale of the TIF Indebtedness by purchasing the TIF Indebtedness in accordance with the terms of this Redevelopment Contract and the Resolution.

Section 3.03A 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 TIF Indebtedness as the same fall due (including payment of any mandatory redemption amounts set for the TIF Indebtedness in accordance with the terms of the Resolution).

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

The TIF Bond Purchaser has agreed to purchase the TIF Indebtedness from the Agency for a price equal to the principal amount thereof, payable as provided in Section 3.02A and this Section 3.04A. The Redevelopment Plan provides for the Redeveloper to receive a grant under this Redevelopment Contract. In accordance with the terms of the Redevelopment Plan the Redeveloper is to receive a grant sufficient to pay the costs for reimbursement of eligible and lawful TIF Project Costs as set forth on Exhibit F, in the aggregate maximum amount not to exceed \$578,130.00. Notwithstanding the foregoing, the aggregate amount of the TIF Indebtedness and the grant shall not exceed the amount of TIF Project Costs as certified pursuant to Section 3.02B of this Redevelopment Contract. Such grant shall be made to the TIF Bond Purchaser upon certification of TIF Project Costs as set forth herein and in the Resolution, and payment purchase of the TIF Indebtedness as provided in Section 3.02A, unless TIF Bond Purchaser elects to offset the payment of the purchase of the TIF Indebtedness with the grant proceeds as provided herein and in the Resolution. The Agency shall have no obligation to provide grant funds from any source other than as set forth in the Resolution and this Redevelopment Contract.

Section 3.05A Creation of Funds.

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

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

(b) a special trust fund called the “Scottsbluff Monument Mall Rehabilitation TIF Project Fund” (the “TIF Project Fund”) The Agency shall disburse any money on deposit in the TIF Project Fund from time to time to pay or as reimbursement for payment made for the TIF Project Costs in each case within 5 Business Days after completion of the steps set forth herein and in the Resolution. If a sufficient amount to pay a properly completed TIF Disbursement Request (as defined in Section 3.02B) is not in the TIF Project Fund at the time of the receipt by the Agency of such request, the Agency shall notify the owner of the TIF Bond and such owner may deposit an amount sufficient to pay such request with the Agency for such payment. As set forth in the Resolution, if the TIF Bond Purchaser is the owner of the TIF Bond and the TIF Bond Purchaser so elects, the Agency shall make a grant to TIF Bond Purchaser in the amount of an approved TIF Disbursement Request; in such event, the approved TIF Disbursement Request amount shall offset funding of the TIF Bond.

B. OBLIGATIONS OF REDEVELOPER

Section 3.01B Construction of TIF Project; Insurance.

Redeveloper will complete the TIF Project, prepare the site for redevelopment and install all infrastructure, improvements, lift stations, street lighting, building rehabilitation, fixtures, equipment and furnishings necessary to operate the TIF Project. Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to acquire, construct and equip the TIF Project. Until construction of the TIF Project has been completed, Redeveloper shall make reports in such detail and at such times as may be reasonably requested by the Agency, but not more than quarterly, as to the actual progress of Redeveloper with respect to construction of the TIF Project. Such reports shall include actual expenditures incurred as described on Exhibit F. Promptly after completion by the Redeveloper of the TIF Project, the Redeveloper shall furnish to the Agency a Certificate of Completion (supported by such architect's or engineer's certificates as are required under the terms of the contract documents). The Redeveloper shall have until the fifth anniversary of the date of this Redevelopment Contract to provide the Certificate of Completion.

Section 3.02B Cost Certification & Disbursement of TIF Bond Proceeds.

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

(a) There shall be submitted to the Agency (1) a TIF Project Cost Certification; and, (2) a grant disbursement request (the "TIF Disbursement Request"), executed by the City's Clerk and an authorized representative of the Redeveloper, (i) certifying that a portion of the TIF Project has been substantially completed and (ii) certifying the actual costs incurred by the Redeveloper in the completion of such portion of the TIF Project.

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

(c) Upon notification from the Agency as described in Section 3.02B (b), deposits to the accounts in the TIF Project Fund may be made from time to time from funds received by the Agency from the owner of the TIF Bond (if other than the Redeveloper) in the amounts necessary to pay amounts requested in properly completed, signed and approved written TIF Disbursement Requests as described herein. Such amounts shall be proceeds of the TIF Bond and the Treasurer of the Agency shall inform the Registrar (as defined in the Bond Resolution) in writing of the date and amount of such deposits. At the option of the Redeveloper, if the Redeveloper is the owner of the TIF Bond, the Agency shall make a grant to Redeveloper in the amount of the approved TIF Disbursement Request; in such event, the approved TIF Disbursement Request amount shall offset funding of the TIF Bond. The Registrar shall keep and maintain a record of the amounts deposited into the TIF Project Fund from TIF Bond proceeds pursuant to the terms of this Resolution as "Principal Amount Advanced" and shall enter the aggregate principal amount then Outstanding as the "Cumulative Outstanding Principal Amount" on its records maintained for the TIF Bond. The aggregate amount deposited into the TIF Project Fund from proceeds of the TIF Bond shall not exceed \$578,130.00.

ARTICLE IV

THE PARTIES OBLIGATIONS RELATING TO OCCUPATION TAX REVENUE BONDS

Section 4.01 Enhanced Employment Act Area.

The Agency hereby designates the Enhanced Employment Act Area shown on Exhibit B as an enhanced employment area eligible for the imposition of an occupation tax pursuant to the Enhanced Employment Act. New investment within the Enhanced Employment Act Area will result in at least ten (10) new employees and new investment of at least five hundred thousand dollars (\$500,000.00), pursuant to Section 18-2116 of the Nebraska Revised Statutes. (Note: Scottsbluff County 2010 Census shows a population of 36,970) The Enhanced Employment Act Area does not exceed six hundred acres.

Section 4.02 Occupation Tax.

The City agrees to levy a general business occupation tax upon all businesses within the Enhanced Employment Act Area for the purpose of paying all or any part of the costs of the Enhanced Employment Act Project Costs within such Enhanced Employment Act Area during the Enhanced Employment Act Period. Beginning on _____, 2015, and in each calendar month thereafter, there is hereby imposed an occupation tax upon each and every person operating a business within the Enhanced Employment Act Area. The amount of such tax shall be one half percent (1/2%) of all transactions which the State of Nebraska is authorized to impose a tax as allowed by the Nebraska Local Option Revenue Act for each calendar month derived from the businesses subject to this tax as more particularly described in the Occupation Tax Ordinance.

Section 4.03 Issuance of Enhanced Employment Act Indebtedness.

As soon as is practicable following the Agreement Date of this Agreement, the Bond Resolution, and the Occupation Tax Ordinance, and as set forth in this Agreement, the Agency shall issue its Enhanced Employment Act Indebtedness in the estimated amount not to exceed One Million Eight Hundred Sixteen Thousand Six Hundred Fifty Dollars (\$1,816,650.00), and a term that is not to exceed twenty years, that is payable during the Enhanced Employment Act Period. The Enhanced Employment Act Indebtedness shall be purchased by the Redeveloper, or its affiliate (“Occupation Tax Revenue Bond Purchaser”) and the Agency, or a depository agreed to by the Agency and Occupation Tax Revenue Bond Purchaser shall receive the Enhanced Employment Act Bond Proceeds to be deposited into an Agency fund account or a depository fund account agreed to by the Agency and Occupation Tax Revenue Bond Purchaser (“Agency Enhanced Employment Act Project Account”) and expended in the priority set forth in Section 4.06 (Use of Enhanced Employment Act Proceeds) below. The Enhanced Employment Act Indebtedness shall specifically provide that any shortfall in anticipated Enhanced Employment Act Tax Revenues from the businesses within the Enhanced Employment Act Area for any reason whatsoever, specifically including a decline in taxable receipts within the Enhanced Employment Act Area or termination of the Enhanced Employment Act Period, shall be borne entirely by the Occupation Tax Revenue Bond Purchaser without recourse of any kind against the City or Agency. The City Administrator on behalf of the City and Agency shall have the Agency to determine all the other necessary and reasonable details and mechanics of the Enhanced Employment Act Indebtedness, Enhanced Employment Act Tax Revenues, City Enhanced Employment Act Project Account and the grant of funds for the eligible Enhanced Employment Act Costs.

Section 4.04 Enhanced Employment Act Tax Revenues.

The City intends to impose this occupation tax authorized by the Enhanced Employment Act to generate the Enhanced Employment Act Tax Revenues to be derived from the occupation taxes of the businesses located within the Enhanced Employment Act Area as determined in the manner provided for in the Community Development Law. The City and Agency shall work with the Nebraska Department of Revenue, if necessary, to facilitate the operation of the occupation

tax and to secure the Occupation Tax Revenue Bond Purchaser receipt of the Enhanced Employment Act Tax Revenues from such occupation tax.

Section 4.05 Grant of Funds.

In order to support redevelopment of the Enhanced Employment Act Area and as an inducement for the Redeveloper to construct the Enhanced Employment Act Project, the Agency agrees, to the extent allowed by law and then only to the extent Enhanced Employment Act Proceeds are lawfully available from the issuance of the Enhanced Employment Act Indebtedness, to make a grant or grants to Occupation Tax Revenue Bond Purchaser up to the total amount of the Enhanced Employment Act Proceeds less the Agency's Issuance Costs to issue the Enhanced Employment Act Indebtedness ("Grant Funds"), and to reimburse Occupation Tax Revenue Bond Purchaser for the cost of the priority items identified in Section 4.06 (Use of Enhanced Employment Act Proceeds) below, provided that only costs incurred after the Agreement Date shall be eligible for payment. The grants are restricted and earmarked for the funding of the eligible Enhanced Employment Act Project Costs as described herein and the Occupation Tax Revenue Bond Purchaser does not have discretionary judgment over the applications of said Grant Funds.

Notwithstanding the foregoing, the aggregate amount of the Enhanced Employment Act Indebtedness and the grant shall not exceed the amount of Enhanced Employment Act Project Costs as certified pursuant to Section 4.06 of this Redevelopment Contract. Such grant shall be made to the Occupation Tax Revenue Bond Purchaser upon certification of Enhanced Employment Act Project Costs as set forth herein and in the Resolution, and purchase of the Enhanced Employment Act Indebtedness as provided in Section 4.03, unless Occupation Tax Revenue Bond Purchaser elects to offset the payment of the purchase of the Enhanced Employment Act Indebtedness with the grant proceeds as provided herein and in the Resolution. The Agency shall have no obligation to provide grant funds from any source other than as set forth in the Resolution and this Redevelopment Contract.

Section 4.06 Cost Certification & Disbursement of Enhanced Employment Act Occupation Tax Revenue Bond Proceeds.

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

(a) There shall be submitted to the Agency (1) an Enhanced Employment Act Project Cost Certification; and, (2) a grant disbursement request (the "EEA Disbursement Request"), executed by the City's Clerk and an authorized representative of the Occupation Tax Revenue Bond Purchaser, (i) certifying that a portion of the Enhanced Employment Act Project has been substantially completed and (ii) certifying the actual costs incurred by the Redeveloper in the completion of such portion of the Enhanced Employment Act Project.

(b) If the costs requested for reimbursement under the EEA Disbursement Request are currently reimbursable under Exhibit I of this Redevelopment Contract and the Community

Redevelopment Law, the Agency shall evidence such allocation in writing and inform the owner of the Occupation Tax Revenue Bond of any amounts allocated to the Occupation Tax Revenue Bond.

(c) Upon notification from the Agency as described in Section 4.06(b), deposits to the accounts in the Agency Enhanced Employment Act Project Account may be made from time to time from funds received by the Agency from the owner of the Occupation Tax Revenue Bond (if other than the Redeveloper) in the amounts necessary to pay amounts requested in properly completed, signed and approved written EEA Disbursement Requests as described herein. Such amounts shall be proceeds of the Occupation Tax Revenue Bond and the Treasurer of the Agency shall inform the Registrar (as defined in the Bond Resolution) in writing of the date and amount of such deposits. At the option of the Occupation Tax Revenue Bond Purchaser, the Agency shall make a grant to Occupation Tax Revenue Bond Purchaser in the amount of the approved EEA Disbursement Request; in such event, the approved EEA Disbursement Request amount shall offset funding of the Occupation Tax Revenue Bond. The Registrar shall keep and maintain a record of the amounts deposited into the Agency Enhanced Employment Act Project Account from Occupation Tax Revenue Bond proceeds pursuant to the terms of this Resolution as "Principal Amount Advanced" and shall enter the aggregate principal amount then Outstanding as the "Cumulative Outstanding Principal Amount" on its records maintained for the Occupation Tax Revenue Bond. The aggregate amount deposited into the Agency Enhanced Employment Act Project Account from proceeds of the Occupation Tax Revenue Bond shall not exceed \$1,816,650.00.

The Enhanced Employment Act Proceeds deposited into the Agency Enhanced Employment Act Project Account shall be expended in the following priority:

i. **FIRST PRIORITY:** Reimburse the Agency and Redeveloper for the Issuance Costs related to issuing the Enhanced Employment Act Indebtedness; and

iv. **SECOND PRIORITY:** Reimburse Occupation Tax Revenue Bond Purchaser for costs of the eligible Enhanced Employment Act Project Costs subject to the provisions of this Redevelopment Contract. It is understood and agreed that the Agency shall and hereby is obligated in any year after substantial completion of the Enhance Employment Act Project and for each and every succeeding year thereafter during the Enhanced Employment Act Period, to the extent allowed by law, and then only to the extent funds are lawfully available from occupation taxes related to the Enhanced Employment Act Area and not otherwise obligated in this Agreement for debt service or otherwise, reimburse the Occupation Tax Revenue Bond Purchaser for the Occupation Tax Revenue Bond Purchaser's costs for eligible and lawful Enhanced Employment Act Project Costs subject to the provisions of this Redevelopment Contract.

In the event the Enhanced Employment Act Proceeds are insufficient to fund any or all of the Priority item(s) as shown above, then such costs and expense shall be borne entirely by the Redeveloper without recourse of any kind against the City and/or Agency. Any ineligible use of the Grant Funds shall immediately be repaid by Redeveloper to the Agency.

Section 4.07 Debt Service for Enhanced Employment Act Indebtedness.

The Agency shall, to the extent allowed by law, and then only to the extent funds are lawfully available from Enhanced Employment Act Tax Revenues, pay the debt service on the Enhanced Employment Act Indebtedness with interest at a rate per annum not to exceed six and one-half percent (6.5%) compounded semi-annually. Any debt service on the Enhanced Employment Act Indebtedness (including interest) to be paid from Enhanced Employment Act Tax Revenues shall not constitute a general obligation or debt of the City or Agency. Any excess Enhanced Employment Act Tax Revenues shall be held, invested and expended by the City for priorities described above in Section 4.06 (Use of Enhanced Employment Act Proceeds). Any such occupation tax shall remain in effect during the Enhanced Employment Act Period.

Section 4.08 Deficiency in Enhanced Employment Act Tax Revenues.

If the Redeveloper purchases the Enhanced Employment Act Indebtedness, any shortfall in anticipated Enhanced Employment Act Tax Revenues for any reason whatsoever, specifically including a decline in taxable receipts within the Enhanced Employment Act Area shall be borne entirely by the Redeveloper without recourse of any kind against the City and/or Agency. To the extent of any deficiency in Enhanced Employment Act Tax Revenues from the occupation tax for required debt service on the Enhanced Employment Act Indebtedness during the Enhanced Employment Act Period, the Redeveloper as purchaser of the Occupation Tax Revenue Bond agrees to defer payment of the same for each year that there exists a deficiency. If Redeveloper is required to defer any such payments, the Agency shall reimburse all sums deferred plus interest (at the same interest rate of the then outstanding Occupation Tax Revenue Bond) if and when Enhanced Employment Act Tax Revenues do become available from the occupation taxes of the businesses located within the Enhanced Employment Act Area to meet current debt service and reimburse Redeveloper for such deferred payments. In the event the Enhanced Employment Act Indebtedness for the Enhanced Employment Act Area are not retired in full at the end of the Enhanced Employment Act Period, any remaining Enhanced Employment Act Indebtedness shall be forgiven. In the event that any deficiency payments made by the Redeveloper as required by this subsection or any interest that has accrued thereon have not been repaid at the end of the Enhanced Employment Act Period, Redeveloper agrees that neither the City or Agency shall not be liable for payment of said amounts and that said amounts shall be forgiven.

Section 4.09 Duty to Maintain.

During the Enhanced Employment Act Period, Redeveloper, at its cost, subject to reimbursement for Enhanced Employment Act Project Costs from any available Enhanced Employment Act Proceeds as described herein, shall, following construction of the Enhanced Employment Act Project (a) maintain the same in good order and condition and state of repair in accordance with the prevailing standards from time to time for retail developments and improvements of similar size, kind and quality in Scottsbluff, Nebraska, and (b) maintain the related grounds in a safe and sanitary condition including, but not limited to, sweeping and removal of trash, litter and refuse, repair and replacement of paving as reasonably necessary, maintenance of landscaped areas (including replacement and replanting), removal of snow and ice from sidewalks, driveways, parking areas, and private roadways, in order to keep the same

free from dilapidation or deterioration and free from conditions which endanger life or property by fire or other causes. In addition, the Redeveloper's duty to maintain the Enhanced Employment Act Project on the Enhanced Employment Act Area during the Enhanced Employment Act Period shall include the following:

i. The standard of maintenance for the Enhanced Employment Act Area shall be comparable to the standards of maintenance, repair and replacement followed in other good quality retail developments in Scottsbluff, Nebraska.

ii. Maintaining, repairing and replacing all paved surfaces of the Enhanced Employment Act Area in a reasonably smooth and evenly covered condition, which maintenance work shall include, without limitation, cleaning, sweeping, restriping, repairing and resurfacing any paved surfaces as reasonably necessary.

iii. Removing of all filth, paper and refuse to the extent necessary to keep the Enhanced Employment Act Area in a clean and orderly condition.

iv. Placing, keeping in repair and replacing when reasonably necessary any appropriate directional signs, markers and lines.

v. Keeping in repair and replacing when reasonably necessary such lighting facilities as may be installed on the Enhanced Employment Act Area.

vi. Maintaining all finished landscaped areas, repairing irrigation systems and water lines, and replacing shrubs and other finished landscaping as reasonably necessary; provided, however, that nothing in this Agreement shall obligate the Redeveloper to landscape any portion of an unimproved real estate prior to the date it is improved.

vii. Cleaning, maintaining and repairing of all sidewalks.

viii. Maintaining in good and safe condition and state of repair any building exterior improvements located thereon.

Section 4.10 ~~Reimbursement of Grants~~ Failure to Maintain.

~~Redeveloper agrees to repay the Agency the grant or grants of funds as provided for in Section 4.05 above in the event Redeveloper fails to obtain the general Certificate of Occupancy for the Enhanced Employment Act Project within one hundred and eighty (180) days after the date as shown in the Timeline as such date may be extended for delays as set forth in Section 7.04, and upon such repayment of the of the grant funds, this Agreement shall be null and void in regards to the Redeveloper and the Enhanced Employment Act Area and the improvements located thereon.~~ In the event the Redeveloper fails to maintain the Redeveloper's Enhanced Employment Act Project as provided in Section 4.09 above, and the Redeveloper fails to cure such breach within thirty (30) days after receiving written notice specifying the manner in which the Redeveloper has breached this Agreement from the Agency, or such longer period if such deficiency cannot reasonably be cured within such thirty (30) day period, then such duty to maintain shall be considered a violation of the City of Scottsbluff Property Maintenance Code, and the City and/or Agency shall have the right to enforce Redeveloper's duty to maintain as provided in the City of Scottsbluff Code, or by any other means provided by law.

Section 4.11 Agreement to Pay Taxes.

Redeveloper agrees to use commercially reasonable efforts to require its tenants located within the Enhanced Employment Act Area to pay all occupation taxes levied upon the

Enhanced Employment Act Area and improvements thereon prior to the time the taxes become delinquent. Redeveloper shall include this requirement in all tenant leases of space located within the Enhanced Employment Act Area. This contractual obligation to pay such taxes prior to delinquency shall cease upon expiration of the Enhanced Employment Act Period or so long as the Occupation Tax Revenue Bond remains outstanding whichever period of time is shorter.

Section 4.12 City and Agency Not Liable for Deficiency.

Any debt service on the Enhanced Employment Act Indebtedness (including interest) to be paid from Enhanced Employment Act Tax Revenues shall not constitute a general obligation or debt of the City or Agency. Neither the City nor Agency shall be liable for any deficiency nor shortfall in the anticipated collection of the occupation tax revenue collected in the Enhanced Employment Act Area.

Section 4.13 Insurance Damage or Destruction of the Enhanced Employment Act Project.

During the Enhanced Employment Act Period, Redeveloper shall include by restrictive covenant an enforceable obligation on the Redeveloper or other owner or tenant in possession to maintain property insurance on an extended coverage all-risk basis in an amount not less than the replacement value of the Enhanced Employment Act Project, allowing for reasonable coinsurance clauses and deductibles and also subject to the Redeveloper or other owner or tenant's obligation to restore the Enhanced Employment Act Project to its prior condition within fifteen (15) months from the date of the damage or destruction, diligently pursuing the same to completion.

Section 4.14 Termination.

Notwithstanding any contrary provision, the occupation tax upon the businesses within the Enhanced Employment Act Area shall cease upon expiration of the Enhanced Employment Act Period or full repayment of the Enhanced Employment Act Indebtedness, whichever period of time is shorter. The provisions of Section 4.1 through 4.13 of this Agreement shall terminate for the Enhanced Employment Act Area upon expiration of the Enhanced Employment Act Period or full repayment of the Enhanced Employment Act Indebtedness, whichever period of time is shorter.

ARTICLE V

FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES

Section 5.01 Financing.

Redeveloper shall pay all costs related to the redevelopment of the Redevelopment Project Area, the Redevelopment Project Property, and Enhanced Employment Act Area which are in excess of the amounts paid from the proceeds of the grant provided from the proceeds of the TIF

Indebtedness and Enhanced Employment Act Proceeds and granted to Redeveloper. Redeveloper shall timely pay all costs, expenses, fees, charges and other amounts associated with the Project.

ARTICLE VI

RESTRICTIONS AND CONSENT

Section 6.01 Relocation.

Redeveloper, at its cost, shall be responsible to pay any required tenant relocation costs as required by any federal, state or local relocation laws, including but not limited to, the Nebraska Relocation Assistance Act (Neb. Rev. Stat. Section 76-12114 et seq.) (collectively “Relocation Laws”), in order to implement the Master Project within the Redevelopment Project Area and the Enhanced Employment Act Area.

Section 6.02 Consent.

Redeveloper hereby covenants and consents with respect to the designation of the property set forth in Exhibit B, and incorporated herein by this reference, as an enhanced employment area pursuant to Section 18-2119 of the Enhanced Employment Act and as a redevelopment project under the Act, and such covenant and consent shall be binding upon all future owners of the Enhanced Employment Act Area.

ARTICLE VII

DEFAULT, REMEDIES; INDEMNIFICATION

Section 7.01 General Remedies of Agency and Redeveloper.

Subject to the further provisions of this Article VII, 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 TIF Indebtedness and Enhanced Employment Act Indebtedness and the subsequent payment of grant amounts to the Redeveloper as set forth in this Agreement.

Section 7.02 Additional Remedies of Agency.

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

(a) the Redeveloper, or its successor in interest, shall fail to commence the construction of the improvements included in the TIF Project Costs and/or Enhanced Employment Act Project Costs on or before June 1, 2016, or shall abandon construction work related to the aforementioned costs, once commenced, for any period of 180 days, excepting delays caused by inclement weather, or forced delay as set forth in Section 7.04; and

(b) the Redeveloper, or its successor in interest, shall fail to pay real estate taxes or assessments on the Redevelopment Project Property owned by the Redeveloper or any part thereof when due.

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 3.04A and 4.05 of this Redevelopment Contract, less any reductions in the principal amount of the TIF Indebtedness and Enhanced Employment Act 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 applied as a reduction to the outstanding principal amount of the Bond.

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

The Redeveloper or the Redeveloper shall be required to purchase and maintain property insurance upon the Master 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 Redeveloper 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 the policies. In addition, before commencing any work, the Redeveloper shall provide a penal bond in the amount of \$25,000.00 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 TIF Project Costs and Enhanced Employment Act 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 7.03 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 7.02), 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 7.04 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 and Enhanced Employment Act Area or any part thereof for redevelopment, or the beginning and completion of construction of the TIF Project and Enhanced Employment Act Area 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 or delays in the issuance of any necessary permits and other governmental approvals; 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 Master 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 7.05 Limitations of Liability; Indemnification.

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

Redeveloper agrees to indemnify and hold City and Agency harmless to the extent of any payments in connection with carrying out completion of the Enhanced Employment Act Project the City may make, for failure of Redeveloper to make payments of all amounts lawfully due to all persons, firms, or organizations who performed labor or furnished materials, equipment, or supplies used in construction of the Enhanced Employment Act Project.

Redeveloper agrees to indemnify and hold City and Agency harmless for failure of Redeveloper to make payments of all amounts lawfully due to all persons, firms, or organizations under the Relocation Laws in connection with or implementation of the Master Project within the Redevelopment Project Area and the Enhanced Employment Act Area. This Section survives any termination of this Agreement.

The Redeveloper will indemnify and hold each of the City and 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 Master 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 Master Project. The City and Agency do not waive their governmental immunity by entering into this Agreement and fully retain all immunities and defenses provided by law.

ARTICLE VIII

MISCELLANEOUS

Section 8.01 Notice Recording.

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

Section 8.02 Governing Law.

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

Section 8.03 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, conditioned or delayed. Redeveloper agrees that it shall not convey any Lot or any portion thereof or any structures thereon to any person or entity that would be exempt from payment of real estate

taxes, and that it will not make application for any structure, or any portion thereof, to be taxed separately from the underlying land of any Lot.

Section 8.04 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 8.05 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 8.06 Notices to Parties.

Notices to Parties shall be mailed by certified U. S. Mail, return receipt requested, postage prepaid, to the following addresses:

To Redeveloper:
RockStep Scottsbluff, LLC
1445 North Loop West
Suite 625
Houston, Texas 77008

With Copies to:

RockStep Scottsbluff, LLC
Attention: General Counsel

And

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

And

To Agency and City:
Scottsbluff City Clerk
2525 Circle Drive
Scottsbluff, NE 69361

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

ATTEST:

Secretary

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF
SCOTTSBLUFF, NEBRASKA

By: _____
Chairman

ATTEST:

Clerk

THE CITY OF
SCOTTSBLUFF, NEBRASKA

By: _____
Mayor

ROCKSTEP SCOTTSBLUFF, LLC

By: _____
Manager

STATE OF NEBRASKA)
) SS
COUNTY OF SCOTTS BLUFF)

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

Notary Public

STATE OF NEBRASKA)
) SS
COUNTY OF SCOTTS BLUFF)

The foregoing instrument was acknowledged before me this _____ day of 2015, by _____ and _____, Mayor and Clerk, respectively, of the City of Scottsbluff, Nebraska, on behalf of the City.

Notary Public

STATE OF _____)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____, the Manager of RockStep Scottsbluff, LLC, on behalf of the limited liability company.

Notary Public

EXHIBIT A

DESCRIPTION OF REDEVELOPMENT AREA

Lot 3, Block 3, Third Replat of Lots 3 and 4, Block 3, Northeast Second Add Replat No. 2 and Lot 2, Block 3, Northeast Second Add Replat No. 2, all in the city of Scottsbluff, Scotts Bluff County, Nebraska.

EXHIBIT B
DESCRIPTION OF ENHANCED EMPLOYMENT AREA

EXHIBIT C
REDEVELOPMENT PLAN

EXHIBIT D

(FORM OF TIF INDEBTEDNESS BOND)

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS, AND THIS BOND MAY NOT BE TRANSFERRED UNLESS THE PROPOSED ASSIGNEE HAS OBTAINED AND PROVIDED TO THE AGENCY, PRIOR TO SUCH TRANSFER AND ASSIGNMENT, AN INVESTOR'S LETTER IN FORM AND SUBSTANCE SATISFACTORY TO THE AGENCY EVIDENCING THE COMPLIANCE WITH THE PROVISIONS OF ALL FEDERAL AND STATE SECURITIES LAWS AND CONTAINING SUCH OTHER REPRESENTATIONS AS THE AGENCY MAY REQUIRE.

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

UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF SCOTTS BLUFF

COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF SCOTTSBLUFF, NEBRASKA

TAX INCREMENT DEVELOPMENT REVENUE BOND
(SCOTTSBLUFF MONUMENT MALL REHABILITATION PROJECT), SERIES 201_

No. R-1 \$578,130.00.00

<u>Date of Original Issue</u>	<u>Date of Maturity</u>	<u>Rate of Interest</u>
	December 31, 2030	6.50%

REGISTERED OWNER: [RockStep Scottsbluff, LLC](#)

PRINCIPAL AMOUNT: SEE SCHEDULE 1 ATTACHED HERETO

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

IN WITNESS WHEREOF, THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF SCOTTSBLUFF, NEBRASKA has caused this Bond to be signed by the

manual signature of the Chairman of the Community Development Agency of the City of Scottsbluff, countersigned by the manual signature of the Secretary of the Community Development Agency of the City of Scottsbluff, and the City's corporate seal imprinted hereon.

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

[S E A L]

By: _____ (manual signature)
Chairman

By: _____ (manual signature)
Secretary

The **COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF SCOTTSBLUFF, NEBRASKA** (the "Agency") acknowledges itself indebted to, and for value received hereby promises to pay, but solely from certain specified tax revenues and other funds hereinafter specified, to the Registered Owner named above, or registered assigns, on the Date of Maturity stated above (or earlier as hereinafter referred to), the Principal Amount on Schedule 1 attached hereto upon presentation and surrender hereof at the office of the registrar and paying agent herefor, the Treasurer of the City of Scottsbluff, Nebraska (the "**Registrar**"), and in like manner to pay interest on the Cumulative Outstanding Principal Amount reflected in **Schedule 1** at the Rate of Interest stated above, calculated on the basis of a 360-day year consisting of twelve, 30-day months, from the Date of Original Issue stated above, or the most recent interest payment date to which interest has been paid or duly provided for, as specified below, to maturity or earlier redemption, payable semiannually on May 1 and November 1 of each year until payment in full of such Principal Amount, beginning _____, 201_, by check or draft mailed to the Registered Owner hereof as shown on the bond registration books maintained by the Registrar on the 15th day of the month preceding the month in which the applicable interest payment date occurs, at such Owner's address as it appears on such bond registration books. The principal of this Bond and the interest hereon are payable in any coin or currency which on the respective dates of payment thereof is legal tender for the payment of debts due the United States of America.

This Bond is issued by the Agency under the Agency of and in full compliance with the Constitution and statutes of the State of Nebraska, including particularly Article VIII, Section 12 of the Nebraska Constitution, Sections 18-2101 to 18-2153, inclusive, Reissue Revised Statutes of Nebraska, as amended, and under and pursuant to Resolution No. _____ duly passed and adopted by the Agency on _____, 201_, as from time to time amended and supplemented (the "**Resolution**").

THE PRINCIPAL AMOUNT OF THIS BOND IS SET FORTH IN SCHEDULE 1

ATTACHED HERETO. THE MAXIMUM PRINCIPAL AMOUNT OF THIS BOND IS \$578,130.00.

IN THE EVENT OF CERTAIN EVENTS OF DEFAULT BY THE REDEVELOPER (AS DEFINED IN THE RESOLUTION), UNDER THE REDEVELOPMENT CONTRACT (AS DEFINED IN THE RESOLUTION), THE PRINCIPAL AMOUNT OF THIS BOND SHALL BE OFFSET AND REDUCED BY THE AMOUNT OF ANY GRANT BY THE AGENCY TO THE REDEVELOPER OF PROCEEDS OF THIS BOND, AS PROVIDED IN THE REDEVELOPMENT CONTRACT.

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

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

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

The Registered Owner may from time to time enter the respective amounts advanced pursuant to the terms of the Resolution under the column headed "Principal Amount Advanced" on **Schedule 1** hereto (the "**Table**") and may enter the aggregate principal amount of this Bond then outstanding under the column headed "Cumulative Outstanding Principal Amount" on the Table. On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the Registered Owner pursuant to the redemption provisions of the Resolution, the Registered Owner

may enter the principal amount paid on this Bond under the column headed "Principal Amount Redeemed" on the Table and may enter the then outstanding principal amount of this Bond under the column headed "Cumulative Outstanding Principal Amount" on the Table. Notwithstanding the foregoing, the records maintained by the Trustee as to the principal amount issued and principal amounts paid on this Bond shall be the official records of the Cumulative Outstanding Principal Amount of this Bond for all purposes.

Reference is hereby made to the Resolution, a copy of which is on file in the office of the City Clerk, and to all of the provisions of which each Owner of this Bond by its acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the security for this Bond; the Revenue and other money and securities pledged to the payment of the principal of and interest on this Bond; the nature and extent and manner of enforcement of the pledge; the conditions upon which the Resolution may be amended or supplemented with or without the consent of the Owner of this Bond; the rights, duties and obligations of the Agency and the Registrar thereunder; the terms and provisions upon which the liens, pledges, charges, trusts and covenants made therein may be discharged at or prior to the maturity or redemption of this Bond, and this Bond thereafter no longer be secured by the Resolution or be deemed to be outstanding thereunder, if money or certain specified securities shall have been deposited with the Registrar sufficient and held in trust solely for the payment hereof; and for the other terms and provisions thereof.

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

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

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

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

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

[The remainder of this page intentionally left blank]

(FORM OF ASSIGNMENT)

ASSIGNMENT

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

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

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

Dated: _____

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

Signature Guaranteed By:

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

By: _____
Title: _____

[The remainder of this page intentionally left blank]

EXHIBIT E

(FORM OF ENHANCED EMPLOYMENT ACT INDEBTEDNESS BOND)

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS, AND THIS BOND MAY NOT BE TRANSFERRED UNLESS THE PROPOSED ASSIGNEE HAS OBTAINED AND PROVIDED TO THE AGENCY, PRIOR TO SUCH TRANSFER AND ASSIGNMENT, AN INVESTOR'S LETTER IN FORM AND SUBSTANCE SATISFACTORY TO THE AGENCY EVIDENCING THE COMPLIANCE WITH THE PROVISIONS OF ALL FEDERAL AND STATE SECURITIES LAWS AND CONTAINING SUCH OTHER REPRESENTATIONS AS THE AGENCY MAY REQUIRE.

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

UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF SCOTTS BLUFF

COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF SCOTTSBLUFF, NEBRASKA
OCCUPATION TAX REVENUE BOND

(SCOTTSBLUFF MONUMENT MALL REHABILITATION PROJECT), SERIES 201_

No. R-1

Up to \$1,816,650.00
(subject to reduction as described herein)

<u>Date of Original Issue</u>	<u>Date of Maturity</u>	<u>Rate of Interest</u>
	October 1, 2035	6.50%

REGISTERED OWNER: [RockStep Scottsbluff, LLC](#)

PRINCIPAL AMOUNT: SEE SCHEDULE 1 ATTACHED HERETO

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

IN WITNESS WHEREOF, THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF SCOTTSBLUFF, NEBRASKA has caused this Bond to be signed by the

manual signature of the Chairman of the Community Development Agency of the City of Scottsbluff, countersigned by the manual signature of the Secretary of the Community Development Agency of the City of Scottsbluff, and the City's corporate seal imprinted hereon.

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

[S E A L]

By: _____ (manual signature)
Chairman

By: _____ (manual signature)
Secretary

The **COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF SCOTTSBLUFF, NEBRASKA** (the "Agency") acknowledges itself indebted to, and for value received hereby promises to pay, but solely from certain specified tax revenues and other funds hereinafter specified, to the Registered Owner named above, or registered assigns, on the Date of Maturity stated above (or earlier as hereinafter referred to), the Principal Amount on Schedule 1 attached hereto upon presentation and surrender hereof at the office of the registrar and paying agent herefor, the Treasurer of the City of Scottsbluff, Nebraska (the "**Registrar**"), and in like manner to pay interest on the Cumulative Outstanding Principal Amount reflected in **Schedule 1** at the Rate of Interest stated above, calculated on the basis of a 360-day year consisting of twelve, 30-day months, from the Date of Original Issue stated above, or the most recent interest payment date to which interest has been paid or duly provided for, as specified below, to maturity or earlier redemption, payable semiannually on May 1 and November 1 of each year until payment in full of such Principal Amount, beginning _____, 201_, by check or draft mailed to the Registered Owner hereof as shown on the bond registration books maintained by the Registrar on the 15th day of the month preceding the month in which the applicable interest payment date occurs, at such Owner's address as it appears on such bond registration books. The principal of this Bond and the interest hereon are payable in any coin or currency which on the respective dates of payment thereof is legal tender for the payment of debts due the United States of America.

This Bond is issued by the Agency under the Agency of and in full compliance with the Constitution and statutes of the State of Nebraska, including particularly Article VIII, Section 12 of the Nebraska Constitution, Sections 18-2101 to 18-2153, inclusive, Reissue Revised Statutes of Nebraska, as amended, and under and pursuant to Resolution No. _____ duly passed and adopted by the Agency on _____, 201_, as from time to time amended and supplemented (the "**Resolution**").

THE PRINCIPAL AMOUNT OF THIS BOND IS SET FORTH IN SCHEDULE 1

ATTACHED HERETO. THE MAXIMUM PRINCIPAL AMOUNT OF THIS BOND IS \$1,816,650.

IN THE EVENT OF CERTAIN EVENTS OF DEFAULT BY THE REDEVELOPER (AS DEFINED IN THE RESOLUTION), UNDER THE REDEVELOPMENT CONTRACT (AS DEFINED IN THE RESOLUTION), THE PRINCIPAL AMOUNT OF THIS BOND SHALL BE OFFSET AND REDUCED BY THE AMOUNT OF ANY GRANT BY THE AGENCY TO THE REDEVELOPER OF PROCEEDS OF THIS BOND, AS PROVIDED IN THE REDEVELOPMENT CONTRACT.

This Bond is a special limited obligation of the Agency payable as to principal and interest solely from and is secured solely by the Enhanced Employment Act Revenues (as defined in the Resolution) and certain other money, funds and securities pledged under the Resolution, all on the terms and conditions set forth in the Resolution. The Enhanced Employment Act Revenue represents the occupation tax revenues generated and collected under the occupation tax authorized by the Bond Resolution and the Occupation Tax Ordinance in accordance with law.

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

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

The Registered Owner may from time to time enter the respective amounts advanced pursuant to the terms of the Resolution under the column headed "Principal Amount Advanced" on **Schedule 1** hereto (the "**Table**") and may enter the aggregate principal amount of this Bond then outstanding under the column headed "Cumulative Outstanding Principal Amount" on the Table. On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the Registered Owner pursuant to the redemption provisions of the Resolution, the Registered Owner may enter the principal amount paid on this Bond under the column headed "Principal Amount Redeemed" on the Table and may enter the then outstanding principal amount of this Bond under

the column headed "Cumulative Outstanding Principal Amount" on the Table. Notwithstanding the foregoing, the records maintained by the Trustee as to the principal amount issued and principal amounts paid on this Bond shall be the official records of the Cumulative Outstanding Principal Amount of this Bond for all purposes.

Reference is hereby made to the Resolution, a copy of which is on file in the office of the City Clerk, and to all of the provisions of which each Owner of this Bond by its acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the security for this Bond; the Revenue and other money and securities pledged to the payment of the principal of and interest on this Bond; the nature and extent and manner of enforcement of the pledge; the conditions upon which the Resolution may be amended or supplemented with or without the consent of the Owner of this Bond; the rights, duties and obligations of the Agency and the Registrar thereunder; the terms and provisions upon which the liens, pledges, charges, trusts and covenants made therein may be discharged at or prior to the maturity or redemption of this Bond, and this Bond thereafter no longer be secured by the Resolution or be deemed to be outstanding thereunder, if money or certain specified securities shall have been deposited with the Registrar sufficient and held in trust solely for the payment hereof; and for the other terms and provisions thereof.

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

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

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

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

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

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(FORM OF ASSIGNMENT)

ASSIGNMENT

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

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

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

Dated: _____

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

Signature Guaranteed By:

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

By: _____
Title: _____

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SCHEDULE 1

TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT

**COMMUNITY DEVELOPMENT AGENCY OF
THE CITY OF SCOTTSBLUFF, NEBRASKA
SCOTTSBLUFF MONUMENT MALL REHABILITATION PROJECT
OCCUPATION TAX REVENUE BOND, SERIES 201_**

Date	Principal Amount Advanced	Principal Amount Redeemed	Cumulative Outstanding Principal Amount	Notation Made By

EXHIBIT F

TIF PROJECT COSTS*

Redevelopment TIF Project Costs

1. Interior Rehabilitation

TOTAL **\$578,130.00**

*** TIF Project Costs not used in one category may be used in another category, but the total TIF Project Costs shall not exceed the amount of the TIF Indebtedness.**

EXHIBIT G

LIST OF BUSINESS CLASSIFICATIONS

During the Enhanced Employment Act Period, the business within the Enhanced Employment Act Area shall be classified as follows:

1) **General Retail:** apparel, cosmetics, specialty stores, salons, restaurants, services, and related businesses.

2) **Non-Occupation Tax Retail:** users of space, or kinds of transactions where an occupations tax cannot be imposed pursuant to Section 18-2142.02 of the Nebraska Revised Statutes, as amended, which includes, but is not limited to 1) manufacturers or wholesalers of alcoholic liquor; 2) producers, suppliers, distributors, wholesalers, or importers of motor fuel and/or gasoline; 3) stamping agents engaged in distributing or selling cigarettes at wholesale; 4) the first owner of tobacco products in the state of Nebraska; and 5) the gross receipts from the sale, lease, or rental of and the storage use, or other consumption of food or food ingredients except for prepared food and food sold through vending machines.

3) **Other:** businesses that are not either General Retail or Non-Occupation Tax Retail.

EXHIBIT H

TIMELINE

Anticipated completion for the Main Mall Parcel containing approximately 364,904 square feet of retail space is ~~June~~December, 2017 2018 with the additional one Outlot to be developed as the market demands.

EXHIBIT I

ENHANCED EMPLOYMENT ACT PROJECT COSTS*

Enhanced Employment Act Project Costs

1. HVAC replace and repair	250,000
2. Rehabilitate vacant space for tenants (60,747 Sq. ft.)	2,650,000
3. Roof replacement	<u>1,200,000</u>
	\$4,100,000

TOTAL NOT TO EXCEED \$1,816,650.00

*** Enhanced Employment Act Project Costs not used in one category may be used in another category, but the total Enhanced Employment Act Project Costs shall not exceed the amount of the Enhanced Employment Act Indebtedness.**

*** Enhanced Employment Act Project Costs are restricted to eligible and lawful costs and expenses incurred with respect to *only* the Enhanced Employment Act Area and not the greater Redevelopment Project Area.**

City of Scottsbluff, Nebraska

Monday, April 20, 2015

Regular Meeting

Item Resolut.1

Council to consider amending the Scottsbluff Municipal Code to allow occupation taxes for agreed upon enhanced employment areas and approve the Ordinance.

Staff Contact: Rick Kuckkahn, City Manager

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR AN OCCUPATION TAX ON AGREED UPON ENHANCED EMPLOYMENT AREAS, REPEALING PRIOR SECTIONS IN CHAPTER 6 ARTICLE 6 AND CHAPTER 11 ARTICLE 2, AMENDING CHAPTER 6, ARTICLE 6 AND CHAPTER 11, ARTICLE 2 OF THE SCOTTSBLUFF MUNICIPAL CODE; PROVIDING FOR PUBLICATION IN PAMPHLET FORM AND RELATED MATTERS SUCH AS AN EFFECTIVE DATE.

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

Section 1. Chapter 6, Article 6 of the Scottsbluff Municipal Code is amended by repealing the existing language and substituting the following language:

“6-6-18. Occupation Taxes.

The occupation tax referred to elsewhere in the municipal code shall be upon each of the following occupations and businesses (except as provided in such section) in amounts, respectively, as follows:

- A -

Alcohol, alcoholic liquors. Per year-	
Manufacture of alcohol and spirits	\$1,000.00
Catering Licensee.....	200.00
Manufacture of beer	500.00
Manufacture of wine	500.00
Alcoholic liquor (except beer) wholesaler	1,000.00
Beer wholesaler	250.00
A - retailer of beer only, for consumption on premises	200.00
B - retailer of beer only, for consumption off premises	
(sale in original packages only)	200.00
C - retailer of alcoholic liquors for consumption on premises and off premises	
(sale in original packages only), except nonprofit corporation which is a club.	600.00
C - retailer of alcoholic liquors, including beer for consumption on the premises only,	
nonprofit corporation which is a club	150.00
D - retailer of alcoholic liquors, including beer, for consumption off premises	
sale in original packages only)	400.00
I - retailer of alcoholic liquors, for	
consumption on premises only.....	500.00
Special Designated License, except for special designated	
license issued to a holder of a catering license	50.00 per day
Non-beverage User	
Class 1	5.00
Class 2	25.00

Class 3	50.00
Class 4	100.00
Class 5	250.00

- B -

Billboard advertising, bill posting, thrust upon public view or attention from billboards located upon private property, or elsewhere, for pay or hire, by persons, firms or corporations - Per Year	\$ 25.00
---	----------

- D -

Dog kennels Kennel authorized to keep less than five (5) dogs Per Year	25.00
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Kennel authorized to keep five (5) dogs or more Per Year	50.00
--	-------

- F -

Fire insurance company or association Per Year	5.00
---	------

- H -

Hawkers and peddlers Per Week.....	5.00
Per Year	25.00

- P -

Pawnbrokers Per Year	100.00
-------------------------------	--------

Petroleum products, refineries of Per Year	250.00
---	--------

Pet shop Per Year	50.00"
----------------------------	--------

-R-

Retail Business Occupation Tax One half percent (0.50%) of all General Retail Business Transactions which the State of Nebraska is authorized to impose a tax as allowed by the Nebraska Local Option Revenue Act and which are subject to sales and use tax within an agreed Enhanced Employment Area, except any transaction which action which is subject to tax under Sections 53-160, 66-489, 66-489.02, 66-4,140, 66-4,145, 66-4,146, 77-2602 or 77-4009 of the Nebraska Revised Statutes or which is exempt from tax under 77-2704.24 of the Nebraska Revised Statute.

Section 2. Chapter 11, Article 2 of the Scottsbluff Municipal Code is amended by amending Sections 11-2-4 and adding new Sections 11-2-11 through 11-2-23 and repealing the existing language to provide as follows:

“11-2-4. Tax; term; when due; generally.

Except as provided in the provisions of this Article pertaining to Class C liquor licenses and General Retail Business Transactions within an agreed Enhanced Employment Area, on all occupations and businesses upon which such tax is levied at a yearly rate the year for such tax shall be deemed to begin with the first day of May of each year and shall end on the last day of April following; and such tax for each year shall be due and payable, in advance, on the first day of May of every year, and thereafter such tax shall be delinquent. The whole amount of every occupation tax levied at a daily or yearly rate must be paid in one (1) payment before the occupation or business is commenced, whether payment is made at the beginning of the day or year, or at any time thereafter; and no payment made at the beginning of the day or year shall be for any certain time less than such day or year. The whole amount of the tax on the manufacture, distribution or sale of alcoholic liquor shall be paid immediately after the final issuance of a license to the applicant under the Nebraska Liquor Control Act; provided, however, when there is a purchase of an existing licensed business and a new license of the same class is issued, or upon the issuance of a new license for a location which has not been previously licensed, the license fee and occupation taxes shall be prorated on a quarterly basis as of the date of issuance. The tax on General Retail Business Transactions within an agreed Enhanced Employment Area shall be paid and administered according to the ordinance passed by the City Council agreeing to create each Enhanced Employment Area.”

Section 3. Previously existing Sections 6-6-18 and 11-2-4 and all other Ordinances and parts of Ordinances in conflict herewith are repealed. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid, the validity of the remainder hereof shall not be affected thereby. The headings of sections of this Ordinance are for convenience of reference only and shall not affect the construction or interpretation of this Ordinance or any section hereof. This Ordinance shall be published in pamphlet form as authorized by section 16-403 of the Nebraska Statutes with distribution to be made by making copies available to any interested person at the City office and shall take effect upon its passage and publication as provided by law.

DATED: May ____, 2015

By: _____

Mayor

Attest:

By: _____

City Clerk

(Seal)

City of Scottsbluff, Nebraska

Monday, April 20, 2015

Regular Meeting

Item Resolut.2

Council to consider an Ordinance providing for the levy of a Retail Business Occupation Tax.

Staff Contact: Rick Kuckkahn, City Manager

ORDINANCE NO. ____

AN ORDINANCE PROVIDING FOR AGREEMENT TO THE LEVY OF A RETAIL BUSINESS OCCUPATION TAX; THE LEVY OF A RETAIL BUSINESS OCCUPATION TAX; ESTABLISHING DEFINITIONS; PROVIDING FOR THE ADMINISTRATION, COLLECTIONS, RETURNS, DELINQUENCIES AND RECOVERY OF UNPAID AMOUNTS RELATED TO SUCH OCCUPATION TAX; SPECIFYING HOW SUCH TAX REVENUE WILL BE USED; PROVIDING A SUNSET PROVISION FOR THE TAX; PROVIDING FOR PUBLICATION IN PAMPHLET FORM, PROVIDING FOR AN EFFECTIVE DATE AND RELATED MATTERS

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

Section 1. Findings and Determinations. The Mayor and Council of the City of Scottsbluff, Nebraska (the “City”) finds and determines as follows:

(a) Pursuant to Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the “Act”), the Community Development Agency of the City of Scottsbluff (the “CDA”) has prepared and adopted the **CITY OF SCOTTSBLUFF REDEVELOPMENT PLAN FOR THE MONUMENT MALL REHABILITATION** which, in part, (1) provides for the development of a commercial shopping center (the “**Redevelopment Project**”) in the Redevelopment Project Area as shown on **Exhibit “A”** (attached and incorporated by reference) and (2) designates the area shown in **Exhibit “B”** (attached and incorporated by reference) as an “enhanced employment area” as defined in Section 18-2103(22) of the Act (the “**Enhanced Employment Area**”).

(b) Pursuant to Section 18-2142.02 of the Act, the City is authorized to agree to and to levy and collect a general business occupation tax upon the businesses and users of space within the Enhanced Employment Area for the purpose of paying all or any part of the costs and expenses of the Enhanced Employment Project within the Enhanced Employment Area.

(c) It is necessary, desirable, advisable and in the best interests of the City that a general business occupation tax be imposed within the Enhanced Employment Area as provided by the Act for the purpose set forth in Section 1(b).

Section 2. Definitions. As used in this Ordinance, the following words and phrases shall have the meanings ascribed to them in this Section 2, except where the context clearly indicates or requires a different meaning:

(a) “**Person**” means any natural person, individual, partnership, association, organization or corporation of any kind or character engaging in the business of operating a General Retail Business.

(b) “**General Retail Business**” means any activity engaged in by any Person or caused to be engaged in by such Person in which products or services are sold, leased or rented for any purpose other than for resale, sublease or subrent, except that “General Retail Business” shall not mean any transaction which is subject to tax under Sections 53-160, 66-489, 66-489.02, 66-4,140, 66-4,145, 66-4,146, 77-2602 or 77-4008 of the Nebraska Revised Statutes or which is exempt from tax under Section 77-2704.24 of the Nebraska Revised Statutes.

(c) “**Taxpayer**” shall mean any Person engaged in the business of operating a General Retail Business as herein defined who is required to pay the tax herein imposed.

Section 3. Agreement to Impose Tax. The City agrees to impose an occupation tax upon every Person operating a General Retail Business within the Enhanced Employment Area, and the Mayor and City Clerk are authorized and directed to execute such documents and take such actions as are necessary to carry out this Ordinance, including, but not limited to, entering into a Redevelopment Contract with the CDA and a redeveloper in substantially the form as set forth in **Exhibit “C”**.

Section 4. Tax Imposed; Collection of Tax.

(a) On or after _____20__ and in each calendar month thereafter there is imposed a retail business occupational tax upon each and every Person operating a General Retail Business within the Enhanced Employment Area for any period of time during a calendar month. The amount of such tax shall be one half percent (0.50%) of all General Retail Business transactions which the State of Nebraska is authorized to impose a tax as allowed by the Nebraska Local Option Revenue Act for each calendar month derived from the General Retail Business subject to this tax. Such tax shall be imposed on transactions which the State of Nebraska is authorized to impose a tax as allowed by the Nebraska Local Option Revenue Act resulting from the sales of products or services within the limits of the Enhanced Employment Act Area which are subject to the sales and use tax imposed by the State of Nebraska, except that no occupation tax shall be imposed on any transaction which is subject to tax under Sections 53-160, 66-489, 66-489.02, 66-4,140, 66-4,145, 66-4,146, 77-2602 or 77-4008 of the Nebraska Revised Statutes or which is exempt from tax under Section 77-2704.24 of the Nebraska Revised Statutes.

(b) The Person engaged in operating a General Retail Business may itemize the tax levied on a bill, receipt, or other invoice to the purchaser, but each Person engaged in such business shall remain liable for the tax imposed by this Ordinance.

Section 5. Business Classifications. Pursuant to Section 18-2142.02 of the Act, the City makes the following classifications of businesses, users of space, or kinds of transactions for purposes of imposing the occupation tax:

(a) **General Retail Business:** means any activity engaged in by any Person or caused to be engaged in by such Person in which products or services are sold, leased or rented for any purpose other than for resale, sublease or subrent, except that “General Retail Business” shall not mean any transaction which is subject to tax under Sections 53-160, 66-489, 66-489.02, 66-4,140, 66-4,145, 66-4,146, 77-2602 or 77-4008 of the Nebraska Revised Statutes, as amended, or

which is exempt from tax under Section 77-2704.24 of the Nebraska Revised Statutes, as amended.

(b) **Non-Occupation Tax Retail:** means users of space, or kinds of transactions where an occupation tax cannot be imposed pursuant to Section 18-2142.02 of the Act, which includes, but is not limited to 1) manufacturers or wholesalers of alcoholic liquor; 2) producers, suppliers, distributors, wholesalers, or importers of motor fuel and/or gasoline; 3) stamping agents engaged in distributing or selling cigarettes at wholesale; 4) the first owner of tobacco products in the state of Nebraska; and 5) the gross receipts from the sale, lease, or rental of and the storage use, or other consumption of food or food ingredients except for prepared food and food sold through vending machines.

c) **Other:** businesses that are not either General Retail or Non-Occupation Tax Retail.

Section 6. Return. Each and every Person engaged in the operation of a General Retail Business within the Enhanced Employment Area for the calendar month beginning _____20__, and for each and every month thereafter, shall prepare and file, on or before the 25th day of the following month thereafter on a form prescribed and furnished by the City Manager, a return for such month, and at the same time pay to the City the tax herein imposed. The return shall be verified and sworn to by the officer in charge of the business. The return shall be considered filed on time if mailed in an envelope properly addressed to the City Manager, postage prepaid and postmarked before midnight of the 25th day of the appropriate month.

Section 7. Tax Cumulative.

(a) The levy of the tax under this Ordinance is in addition to all other fees, taxes, excises and licenses levied and imposed under any contract or any other ordinances of the City, in addition to any fee, tax, excise or license imposed by the State of Nebraska.

(b) Payment of the tax imposed by this Ordinance shall not relieve the Person paying the same from payment of any other tax now or hereafter imposed by contract or ordinance or by this Ordinance, including those imposed for any business or occupation he or she may carry on, unless so provided therein. The occupational tax imposed by this Ordinance shall be cumulative except where otherwise specifically provided.

Section 8. Use of Revenue. The one half percent (0.50%) occupation tax imposed by this Ordinance, less any administrative expenses, shall be used to fund any expenditures that the City is lawfully authorized to make in connection with the Enhanced Employment Project as permitted by the Act.

Section 9. Failure to File Return; Delinquency; Assessment by the City Manager

(a) If any Person neglects or refuses to file a return or make payment of the taxes as required by this Ordinance, the City Manager shall make an estimate, based upon such information as may be reasonably available, of the amount of taxes due for the period or periods for which the Taxpayer is delinquent, and upon the basis of such estimated amount, compute and assess in addition thereto a penalty equal to one percent (1.00%) thereof, together with interest on such delinquent taxes, at the rate of ten percent (10.00%), per month, or fraction thereof from the date when due. Any such interest due may be compounded quarterly.

(b) The City Manager shall give the delinquent Taxpayer written notice of such estimated taxes, penalty, and interest, which notice must be served personally or by certified mail.

(c) Such estimate shall thereupon become an assessment and such assessment shall be final and due and payable from the Taxpayer to the City Manager ten (10) days from the date of service of the notice or the date of mailing by certified mail; however, within such ten (10) day period the delinquent Taxpayer may petition the City Manager for a revision or modification of such assessment and shall, within such ten-day period, furnish the City Manager the facts and correct figures showing the correct amounts of such taxes.

(d) Such petition shall be in writing, and the facts and figures submitted shall be submitted in writing and shall be given under oath of the Taxpayer.

(e) The City Manager may then modify such assessment in accordance with the facts which he or she deems correct. Such adjusted assessment shall be made in writing, and notice thereof shall be mailed to the Taxpayer within ten (10) days; and all such decisions shall become final upon the expiration of thirty (30) days from the date of service, unless proceedings are commenced within that time for appeal in the District Court.

Section 10. Administration; Miscellaneous Provision.

(a) The administration of the provisions of this Ordinance are vested in the City Manager, or his designee, who shall prescribe forms in conformity with this Ordinance for the making of returns, for the ascertainment, assessment and collection of the tax imposed hereunder, and for the proper administration and enforcement hereof.

(b) All notices required to be given to the Taxpayer under the provisions of this Ordinance shall be in writing. Notices shall be mailed by registered or certified mail, postage prepaid, return receipt requested, to the Taxpayer at his or her last known address.

(c) It shall be the duty of every Taxpayer to keep and preserve suitable records and other books or accounts as may be necessary to determine the amount of tax for which he/she is liable hereunder.

(1) Records of the transitions which the State of Nebraska is authorized to impose a tax allowed by the Nebraska Local Option Revenue Act by which this tax is measured

shall be kept separate and apart from the records of other sales or receipts in order to facilitate the examination of books and records as necessary for the collection of this tax.

(2) It shall be the duty of every Taxpayer to keep and preserve for a period of four (4) years all such books, invoices and other records, which shall be open for examination at any time by the City Manager or his or her duly designated persons. If such Person keeps or maintains his books, invoices, accounts or other records, or any thereof, outside of the state, upon demand of the City Manager he/she shall make the same available at a suitable place within the City, to be designated by the City Manager, for examination, inspection and audit by the City Manager or his or her duly authorized persons. The Taxpayer shall reimburse the City for the reasonable costs of examination, inspection and audit if the City Manager determines that the Taxpayer paid ninety percent or less of the tax owing for the period of the examination.

(3) The City Manager, in his or her discretion, may make, permit or cause to be made the examination, inspection or audit of books, invoices, accounts or other records so kept or maintained by such Person outside of the state at the place where same are kept or maintained or at any place outside the state where the same may be made available, provided such Person shall have entered into a binding agreement with the City to reimburse it for all costs and expenses incurred by it in order to have such examination, inspection or audit made in such place.

(d) For the purpose of ascertaining the correctness of a return, or for the purpose of determining the amount of tax due from any Person, the City Manager or his or her duly authorized persons, may conduct investigations concerning any matters covered by this Ordinance; and may examine any relevant books, papers, records or memoranda of any such Person.

Section 11. Recover of Unpaid Tax by Action at Law

(a) The City Manager may also treat any such taxes, penalties or interest due and unpaid as a debt due the City.

(b) In case of failure to pay all or any portion of the tax, or any penalty or interest when due, the City may recover at law the amount of such taxes, penalties and interest in any court of Scotts Bluff County, Nebraska or any other county having jurisdiction over the Taxpayer.

(c) The return of the Taxpayer or the assessment made by the City Manager, as herein provided, shall be prima facie proof of the amount due.

(d) The City Attorney may commence an action for the recovery of taxes due under this Ordinance and this remedy shall be in addition to all other existing remedies, or remedies provided in this Ordinance.

Section 12. Suspension or Revocation of Licenses for Failure to Pay Tax; Hearing. If the City Manager or the City Manager's designee, after holding a hearing, shall find that any Person has willfully evaded payment or collection and remittance of the tax imposed by

this Ordinance, such official may suspend or revoke any City license, permit or other approval held by such tax evader. Such Person shall have an opportunity to be heard at such hearing to be held not less than seven (7) days after notice is given of the time and place of the hearing to be held, addressed to the last known place of business of such Person. Pending the notice, hearing and finding, any licensee, permit or other approval issued by the City to the Person may be temporarily suspended. No suspension or revocation shall release or discharge the Person from civil liability for the payment or collection and remittance of the tax, nor from prosecution for such offense.

Section 13. Sunset Provision. The occupation tax imposed by this Ordinance shall terminate and collection of the tax shall cease upon the earlier of 1) payment in full of all indebtedness issued by the City pursuant to the provisions of Section 18-2124 of the Act, for which such occupation tax receipts have been pledged; or, 2) twenty (20) years after the effective date of the Ad Valorem Tax Provision, as provided for in the Redevelopment Contract.

Section 14. Conflicts. All ordinances, resolutions, or orders, or parts thereof in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section 15. Severability. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid, the validity of the remainder shall not be affected.

Section 16. Headings of Section Not Controlling. The headings of sections of this Ordinance are set forth for convenience of reference only and shall not affect the construction or interpretation of this Ordinance or any section.

Section 17. Effective Date. This Ordinance shall be published in pamphlet form as authorized by section 16-403 of the Nebraska Revised Statutes with distribution to be made by making copies available to any interested person at the City office and shall take effect upon its passage and publication as provided by law.

DATED: May ___, 2015

CITY OF SCOTTSBLUFF, NEBRASKA

By: _____

Mayor

ATTEST:

By: _____

Clerk

EXHIBIT "A"

REDEVELOPMENT PROJECT AREA

Lot 3, Block 3, Third Replat of Lots 3 and 4, Block 3, Northeast Second Add Replat No. 2 and Lot 2, Block 3, Northeast Second Add Replat No. 2

EXHIBIT "B"
ENHANCED EMPLOYMENT ACT AREA

To be supplied

EXHIBIT "C"
REDEVELOPMENT CONTRACT

City of Scottsbluff, Nebraska

Monday, April 20, 2015

Regular Meeting

Item Resolut.3

Council to consider an Ordinance dealing with plumbers, licensing and regulations, clarifying that examinations must be given upon application for a plumbing license (second reading).

Staff Contact: Rick Kuckkahn, City Manager

ORDINANCE RECORD

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 4, ARTICLE 3 OF THE SCOTTSBLUFF MUNICIPAL CODE IN DEALING WITH PLUMBERS, LICENSING AND REGULATION, AMENDING §4-3-57, §4-3-58, §4-3-59, §4-3-60, §4-3-61, §4-3-67, §4-3-69, AND §4-3-70, CLARIFYING THAT EXAMINATIONS MUST BE GIVEN UPON APPLICATION FOR PLUMBING LICENSES, REPEALING ALL PRIOR SECTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Chapter 4, Article 3 of the Scottsbluff Municipal Code is amended by repealing the existing language and substituting the following language:

“4-3-57. Applications; forms; requirements; general.

The application for a license or certificate required by this subdivision (d) of this Article shall be made in writing on forms furnished by the Plumbing Inspector, and shall state the date, the name of the applicant, the location of his or her place of business or employment and such other information as the Plumbing Inspector may require. Every such application by a person who does not hold a license as a plumbing contractor or limited contractor shall be signed both by the applicant and by the plumbing contractor or limited contractor by whom he or she is employed.”

Section 2. Chapter 4, Article 3 of the Scottsbluff Municipal Code is amended by repealing the existing language and substituting the following language:

“4-3-58. Contractor; license; application; bond; fee; expiration.

A plumbing contractor's license or a limited contractor's license shall be granted to every person, firm, partnership and corporation who is a plumbing contractor or, as the case may be, a limited contractor, and who shall make application to the City Clerk therefor, pass an examination administered by the Plumbing Examining Board, and file with such application, a bond with two (2) or more sureties, or a bond of a surety company to be approved by the City Clerk in the penal sum of two thousand dollars (\$2,000.00), conditioned that such licensee will indemnify and keep harmless the City in case of any accidents or damage arising from negligence or unskillfulness in doing or protecting his or her work, or from any unfinished and/or inadequate work done in pursuance of such license, and that such licensee will restore the street, sidewalk and pavements over all work that they or he might lay and fill all excavations made, so as to leave all streets, sidewalks and pavement in as good condition as they were when found, and will maintain the same to the satisfaction of the City Manager or the designee of the City Manager for the period of six (6) months thereafter. The annual fee for plumbing contractor's license or limited contractor's license in the City shall be twenty five dollars (\$25.00), and shall be due and payable to the City Clerk on or before the first day of May of each calendar year. Such license shall be for one year or any fraction thereof expiring on April 30th.”

Section 3. Chapter 4, Article 3 of the Scottsbluff Municipal Code is amended by repealing the existing language and substituting the following language:

“4-3-59. Master plumber; licence; application; qualifications; proof.

Applications for a master plumber's license must have had, in the first instance, passed an examination administered by the Plumbing Examining Board and have had, at least three (3) years' actual experience as a licensed journeyman plumber, and shall present documentary proof thereof in the form of letters or affidavits from employers, or former employers or such other qualified persons attesting to such fact. Following issuance of a provisional master plumber's license as provided in this Article, an applicant for a final master plumber's license must, as a condition to qualifying for the issuance of such a license to him or her, have had one (1) year's actual experience as a provisionally licensed master plumber.”

Section 4. Chapter 4, Article 3 of the Scottsbluff Municipal Code is amended by repealing the existing language and substituting the following language:

“4-3-60. Journeyman plumber; license; application; qualifications; proof.

Applicants for a journeyman plumber's license must have passed an examination administered by the Plumbing Examining Board and have had at least three (3) years' actual experience as a

ORDINANCE RECORD

plumber's apprentice or plumber's helper, and shall present documentary proof thereof in the form of letters or affidavits from employers or former employers or such other qualified persons attesting to such fact."

Section 5. Chapter 4, Article 3 of the Scottsbluff Municipal Code is amended by repealing the existing language and substituting the following language:

"4-3-61. Apprentice plumber; certificate; application.

Applicants for an apprentice plumber's certificate shall, on filing of application and having passed an examination administered by the Plumbing Examining Board, then will be issued a certificate by the Plumbing Inspector, who shall record the name and date of issuance of the certificate.

Section 6. Chapter 4, Article 3 of the Scottsbluff Municipal Code is amended by repealing the existing language and substituting the following language:

"4-3-67. Examination; time; place; nature.

The Plumbing Examining Board shall conduct examinations upon receipt of an application as required by this Article from time to time at such time and place as the Board may designate, but no applicant shall be compelled to wait more than thirty (30) days following presentation of the application. Such Board shall propound such examinations to each applicant as will ascertain his or her knowledge of plumbing, gas fitting, house drainage, plumbing ventilation, sheet metal work for heating, water fitting and related subjects, as the case may be and, if satisfied of the competency of such applicant, shall thereupon issue a master plumber's, journeyman plumber's, sheet metal for heating worker's, gas fitter's, or water fitter's license, as the case may be, authorizing such applicant to engage in the calling or trade for which he or she has made application."

Section 7. Chapter 4, Article 3 of the Scottsbluff Municipal Code is amended by repealing the existing language and substituting the following language:

"4-3-69. Licenses; issuance; renewal.

The licenses for which provisions are made in the preceding sections of this subdivision (d) of this Article shall be issued upon the recommendation of the Plumbing Examining Board. All original and all renewal licenses may be renewed at the dates of their expiration. Renewal licenses shall be granted without a reexamination. Upon a written application of the licensee filed with the Board, showing that his or her purposes and qualifications remain unchanged, unless it is made to appear by affidavit before the Board that the applicant is no longer competent, or otherwise entitled to such renewal license, in which event the renewal license shall not be granted until the applicant has undergone the examination herein above required. Provided, issuance of master plumber licenses shall also be subject to the provisions of this Article, which shall govern the issuance of such licenses in any respects in which such provisions are inconsistent with the provisions of this section."

Section 8. Chapter 4, Article 3 of the Scottsbluff Municipal Code is amended by repealing the existing language and substituting the following language:

"4-3-70. Same; master plumbers.

Only a provisional master plumber's license may be issued, in the first instance, to applicants for a master plumber's license (other than applicants holding a master plumber's license) who the Plumbing Examining Board shall determine to have had the experience specified in the first sentence of section 4-3-59. The term of such a license shall be thirteen (13) months, and such a license shall not be subject to renewal. After one (1) year following issuance of such a license, the holder of the license may apply to the Board for a final master plumber's license. If the Board shall determine that throughout such year the holder complied with all requirements of this Article pertaining to work which may be done by a master plumber, and the applicant has passed an examination administered by the Plumbing Examining Board, then the Board shall authorize the issuance of a final master plumber's license to such holder; otherwise, it shall deny the application. A final master plumber's license shall expire on April 1st of each year, and shall require renewal as provided in this Article."

Section 9. Previously existing Sections 4-3-57, 4-3-58, 4-3-59, 4-3-60, 4-3-61, 4-3-67, 4-3-69 and 4-3-70, and all other Ordinances and parts of Ordinances in conflict herewith are repealed; provided, however, this Ordinance shall not be construed to affect any rights, liabilities, duties or causes of action, either criminal or civil, existing or actions pending at the time when this Ordinance becomes effective.

ORDINANCE RECORD

Section 10. This Ordinance shall become effective upon its passage, approval and publication as provided by law.

PASSED AND APPROVED on _____, 2015.

Mayor

ATTEST:

City Clerk

(Seal)

City of Scottsbluff, Nebraska

Monday, April 20, 2015

Regular Meeting

Item Reports1

Council to consider an interlocal agreement between the City and Scotts Bluff County regarding the overlay project on 21st Ave. from 27th Street to Lake Minatare Rd. and authorize the Mayor to execute the agreement.

Staff Contact: Mark Bohl, Public Works Director

INTERLOCAL COOPERATIVE AGREEMENT

This Interlocal Cooperative Agreement (“Agreement”) is entered into on the ___ day of May, 2015, by and between the City of Scottsbluff, Nebraska, a municipal corporation (“City”), and Scotts Bluff County, Nebraska, a political subdivision of the State of Nebraska (“County”), under the authority of the Interlocal Cooperation Act found at §13-810 et. seq. of the Nebraska Revised Statutes.

1. **Purpose:** The purpose of this Agreement is for an asphalt overlay project on 21st Avenue from 27th Street to Lake Minatare Road (the “resurfacing project”). There are two portions of the resurfacing project with the County being financially responsible for the design and bids for the resurfacing project lying outside the municipal boundaries and the City being financially responsible for the design and bids for the resurfacing project lying within the municipal boundaries. The resurfacing project will be milled to a uniform cross slope to remove ruts prior to the asphalt overlay. The asphalt overlay will be approximately two inches thick by twenty-four feet wide.
2. **City’s Agreement:** The City shall be responsible for the following with respect to the resurfacing project located within the municipal boundaries of the City:
 - a. Make payment to the County after awards of the contract and final completion and acceptance of the resurfacing project.
 - b. The City’s cost will include the cost of the asphalt overlay paving plus all engineering costs, testing and other expenses and labor incurred with respect to that portion of the resurfacing project located within the City’s municipal boundaries. The cost for the City’s portion of the project is \$114,530. This cost is based upon the low bid received and as set forth on the attached Schedule “A” which is incorporated herein by reference.
3. **County’s Agreement:** The County shall be responsible for the following with respect to the resurfacing project:
 - a. Prepare bid specifications for the resurfacing project and contract for the same following the required bidding practice and requirements by Nebraska statute.
 - b. Perform construction observation services for the resurfacing project that include, but are not limited to the following: Asphalt lay-down inspection, collecting delivery tickets, obtaining and testing required asphalt samples, and reviewing the contractor’s temporary work zone traffic control to insure compliance with the Manual of Uniform Traffic Control Devices.
 - c. Approving and final acceptance of the work of the asphalt paving contractor, including the final pay estimate.
 - d. Tracking the cost of the resurfacing project attributed to the City for submittal for reimbursement to the County.
4. **Cost:** This Agreement and resurfacing project shall be financed by the City and County through their normal budgetary process for and by their roads fund.
5. **Property:** Neither the City nor the County will acquire, hold or dispose of real or personal property in connection with this resurfacing project and Agreement.

6. **Administration:** There will be no separate legal or administrative entity established as a result of this Agreement. This Agreement will be administered by the Director of the County's Highway Department, Robert Bennett, who shall communicate with the City's Director of Public Works, Mark Bohl, in regard to the resurfacing project.

7. **Modifications:** This Agreement constitutes the entire Agreement between the City and the County. No modifications can be made to this Agreement unless agreed to by the parties and reduced to writing.

8. **Term:** The term of this Agreement shall for the length of the resurfacing project. Provided, if the resurfacing project is not completed by September 1, 2015, then this Agreement shall automatically terminate.

IN WITNESS WHEREOF, the parties have hereunto set their official hands and seals, effective this _____ day of May, 2015.

CITY OF SCOTTSBLUFF, NEBRASKA,

By _____
Mayor

Attest:

City Clerk (Seal)

COUNTY OF SCOTTS BLUFF

By _____
Chairperson of the Board of Commissioners

Attest:

County Clerk (Seal)

Sugar Factory Road Asphalt Overlay
 Scotts Bluff County
 Bid Date: April 3, 2015 @ 10:00 am Mountain Time
 Schedule A - Scotts Bluff County

Simon Contractors
 1914 W. Overland
 Scottsbluff, NE 69361

Werner Construction Inc
 PO Box 1087
 Hastings, NE 68901

Engineers Estimate

No.	Description	Unit	Quantity	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
A-1	Mobilization	LS	1	\$ 11,000.00	\$ 11,000.00	\$ 24,644.00	\$ 24,644.00	\$ 90,000.00	\$ 90,000.00
A-2	Cold Milling, Class 5	SY	1850	6.50	\$ 12,025.00	4.50	\$ 8,325.00	5.00	\$ 9,250.00
A-3	Asphaltic Concrete, Type SPR w/PG 64-34 Binder	Ton	5665	70.30	\$ 398,249.50	71.79	\$ 406,690.35	80.00	\$ 453,200.00
A-4	Asphalt Concrete for Patching - Type SPR w/PG 64-34	Ton	120	130.00	\$ 15,600.00	81.79	\$ 9,814.80	150.00	\$ 18,000.00
A-5	Asphaltic Concrete, Type SLX w/64-34 Binder	Ton	1350	77.00	\$ 103,950.00	85.23	\$ 115,060.50	80.00	\$ 108,000.00
A-6	Placement of Asphaltic Concrete for Driveways & Inter	SY	2500	8.00	\$ 20,000.00	7.00	\$ 17,500.00	4.00	\$ 10,000.00
A-7	Emulsified Tack Coat	GAL	10125	1.00	\$ 10,125.00	1.00	\$ 10,125.00	1.50	\$ 15,187.50
A-8	PGM-G4 Multi Axial Paving Grid	SY	49500	7.35	\$ 363,825.00	7.00	\$ 346,500.00	7.00	\$ 346,500.00
A-9	Earth Shoulder Construction	STA	380	53.00	\$ 20,140.00	50.00	\$ 19,000.00	200.00	\$ 76,000.00
A-10	Special Surface Course For Mailbox Turnouts	SY	400	12.00	\$ 4,800.00	8.50	\$ 3,400.00	25.00	\$ 10,000.00
A-11	Seeding and Mulching	AC	4	2,000.00	\$ 8,000.00	2,000.00	\$ 8,000.00	1,500.00	\$ 6,000.00
A-12	Mailbox Posts	EA	16	215.00	\$ 3,440.00	150.00	\$ 2,400.00	100.00	\$ 1,600.00
A-13	Traffic Control	LS	1	\$ 32,500.00	\$ 32,500.00	\$ 35,000.00	\$ 35,000.00	\$ 30,000.00	\$ 30,000.00
A-14	Rental of Loader, Fully Operated	HR	25	75.00	\$ 1,875.00	85.00	\$ 2,125.00	105.00	\$ 2,625.00
A-15	Rental of Motor Grader, Fully Operated	HR	25	90.00	\$ 2,250.00	95.00	\$ 2,375.00	110.00	\$ 2,750.00
A-16	Rental of Dump Truck, Fully Operated	HR	25	85.00	\$ 2,125.00	75.00	\$ 1,875.00	100.00	\$ 2,500.00
A-17	Rental of Skid Loader, Fully Operated	HR	25	75.00	\$ 1,875.00	75.00	\$ 1,875.00	85.00	\$ 2,125.00
Total Schedule A - Items A-1 thru A-17					\$ 1,011,779.50		\$ 1,014,709.65		\$ 1,183,737.50
Schedule B - City of Scottsbluff									
B-1	Mobilization	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 7,700.00	\$ 7,700.00	\$ 5,000.00	\$ 5,000.00
B-2	Cold Milling, Class 5	SY	1500	6.50	\$ 9,750.00	7.00	\$ 10,500.00	5.00	\$ 7,500.00
B-3	Asphaltic Concrete, Type SPR w/PG 64-34 Binder	Ton	555	70.30	\$ 39,016.50	72.79	\$ 40,398.45	80.00	\$ 44,400.00
B-4	Asphalt Concrete for Patching - Type SPR w/PG 64-34	Ton	8	130.00	\$ 1,040.00	150.00	\$ 1,200.00	150.00	\$ 1,200.00
B-5	Asphaltic Concrete, Type SLX w/64-34 Binder	Ton	130	77.00	\$ 10,010.00	88.23	\$ 11,469.90	80.00	\$ 10,400.00
B-6	Placement of Asphaltic Concrete for Driveways & Inter	SY	270	8.00	\$ 2,160.00	7.00	\$ 1,890.00	4.00	\$ 1,080.00
B-7	Emulsified Tack Coat	GAL	1000	1.00	\$ 1,000.00	1.00	\$ 1,000.00	1.50	\$ 1,500.00
B-8	PGM-G4 Multi Axial Paving Grid	SY	5500	7.35	\$ 40,425.00	7.00	\$ 38,500.00	7.00	\$ 38,500.00
B-9	Earth Shoulder Construction	STA	5	53.00	\$ 268.50	250.00	\$ 1,250.00	200.00	\$ 900.00
B-10	Seeding and Mulching	AC	1	2,000.00	\$ 2,000.00	2,000.00	\$ 2,000.00	1,500.00	\$ 750.00
B-11	Special Surface Course For Mailbox Turnouts	SY	80	12.00	\$ 960.00	8.50	\$ 680.00	25.00	\$ 2,000.00
B-12	Mailbox Posts	EA	2	215.00	\$ 430.00	150.00	\$ 300.00	100.00	\$ 200.00
B-13	Traffic Control	LS	1	\$ 5,500.00	\$ 5,500.00	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00
Total Schedule B - Items B-1 thru B-13					\$ 114,530.00		\$ 120,763.35		\$ 115,430.00
Total Schedules A & B					\$ 1,126,309.50		\$ 1,135,473.00		\$ 1,299,167.50



City of Scottsbluff, Nebraska

Monday, April 20, 2015

Regular Meeting

Item Reports2

Council to authorize the Mayor to sign the Civic & Community Center Financing Fund grant pre-application to the Department of Economic Development for the Downtown Plaza project.

Staff Contact: Rick Kuckkahn, City Manager

Agenda Statement

Item No.

For meeting of: April 20, 2015

AGENDA TITLE: Council to authorize mayor to sign CCCFF grant pre-application for Downtown Plaza project

SUBMITTED BY DEPARTMENT/ORGANIZATION: Planning and Zoning

PRESENTATION BY:

SUMMARY EXPLANATION: The Nebraska Department of Economic Development has a Civic and Community Center Financing Fund that awards grants of up to \$600,000 to cities of our size for projects including Community Centers, which they describe as "The traditional center of a community, typically comprised of a cohesive core of residential, civic, religious, and commercial buildings, arranged around a main street and intersecting streets. A community center is therefore an area of multiple buildings with both internal and external elements." This grant is a good fit for our downtown plaza project. The pre-application is due May 1st, and we will be notified whether or not we have been invited to complete a full application by May 15th. The full application will be due June 15th, and the announcement of grants awarded will be on or before June 30th.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION:

EXHIBITS

Resolution Ordinance Contract Minutes Plan/Map

Other (specify) Grant pre-application

NOTIFICATION LIST: Yes No Further Instructions

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

Downtown Scottsbluff Plaza: Conceptual Renderings

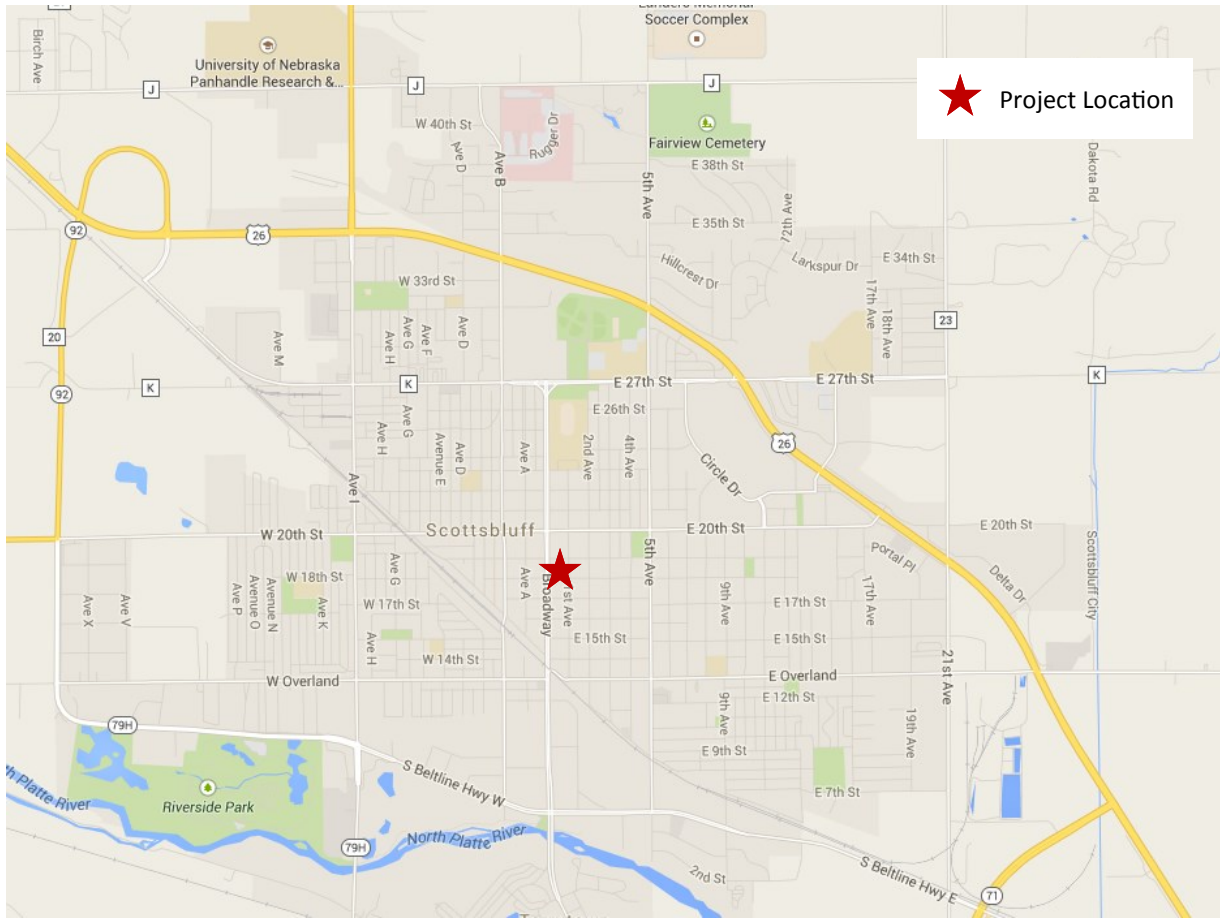
Renderings Courtesy of Joseph R. Hewgley and Associates, Inc.



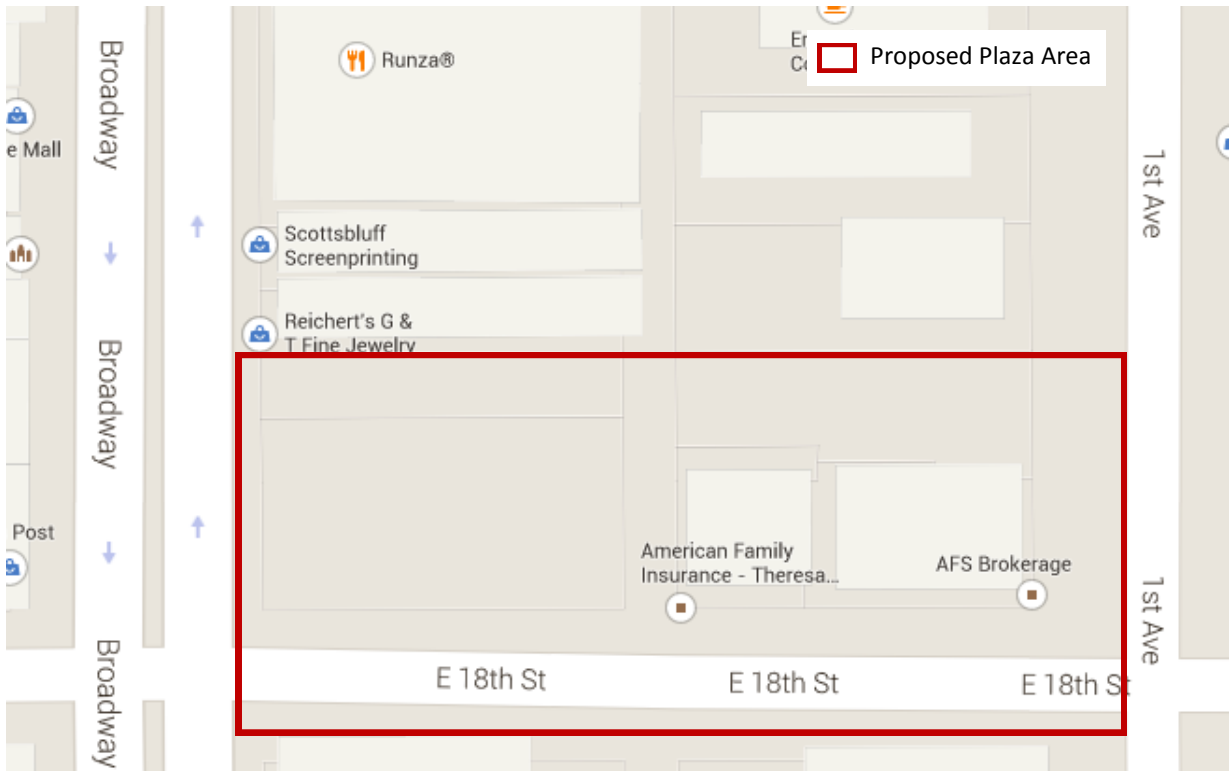
Clockwise from top right:
Indoor/Outdoor playground and fire pits
Scenic walkway connecting 1st Avenue to Broadway

Overall site plan including stage, synthetic skating rinks, fire pits, indoor/outdoor playground, public bathrooms, landscaping, and gathering space for community events including the Farmers Market

General Location Map



Site Map



CIVIC AND COMMUNITY CENTER FINANCING FUND

2015 Application Guidelines & Pre-Application

The State of Nebraska, Department of Economic Development, will be accepting applications from Nebraska municipalities for grants to support the development of civic centers and community centers under the Civic and Community Center Financing Fund program. A municipality seeking a grant should complete the enclosed brief preliminary application form and return it to the Department no earlier than April 15 but no later than May 1, 2015. Completion of the pre-application is the first step in a two-part grant application process. After May 1, the Department will seek more detailed information on eligible grant requests and the final application is due June 15.

Background: In 2013, the State Legislature amended the Civic and Community Center Financing Fund Act. **The Act's purpose is to support the development of civic, community, and recreation centers throughout Nebraska and to support projects that foster maintenance or growth of communities. In effort to support this purpose, grants of assistance to municipalities from the Civic and Community Center Financing Fund (CCCCF) administered by the Department of Economic Development**

Eligible projects: The fund may be used for the construction of new civic and recreation centers or the renovation or expansion of existing civic, community, and recreation centers, which may include the conversion, rehabilitation, or reuse of historic buildings. The fund may also be used for preliminary planning related to the development or rehabilitation of eligible projects. The definitions of eligible projects are:

- **Civic Center**—a facility that is primarily used to host conventions, meetings, and cultural events and/or a library. A civic center therefore includes space for conventions, meetings, and cultural events and/or a library.
- **Community Center**—the traditional center of a community, typically comprised of a cohesive core of residential, civic, religious, and commercial buildings, arranged around a main street and intersecting streets. A community center is therefore an area of multiple buildings with both internal and external elements. A civic center may or may not be in a community center.
- **Recreation Center** – a facility used for athletics, fitness, sport activities, or recreation that is owned by a municipality and is available for use by the general public with or without charge. A recreation center does not include any facility that requires a person to purchase a membership to utilize such facility.
- **Planning** – engineering and technical studies directly related to eligible projects

Eligible applicants: Most Nebraska municipalities are eligible and may apply for a grant in competition with other municipalities. Not eligible is the City of Omaha and the City of Lincoln, The City of Ralston, or other municipality that has received funding under the Sports Arena Facility Financial Assistance Act is ineligible to receive funds under both the Sports Arena Facility Financial Assistance Act and the CCCCFF. A municipality will own and operate the center, directly or under contract, for which a grant is sought.

Grant amounts: Assistance from the fund shall not amount to more than fifty percent of the cost of construction, renovation, or expansion. The minimum amount for a non-planning grant request is \$10,000. The maximum amount is determined by the total revenues in the Fund and the population size of a municipality applying for a grant, as follows:

*Until the balance of the Fund reaches \$2,500,000
(Grant Maximum Schedule A)*

Population of Municipality	Maximum Grant Amount
100,000 to 299,999 persons	\$1,500,000
40,000 to 99,999	\$750,000
20,000 to 39,999	\$500,000
10,000 to 19,999	\$400,000
less than 10,000	\$250,000

After the balance of the Fund reaches \$2,500,000 and until it falls below \$1,000,000 (Grant Maximum Schedule B)

Population of Municipality	Maximum Grant Amount
100,000 to 299,999 persons	\$2,500,000
40,000 to 99,999	\$1,125,000
20,000 to 39,999	\$750,000
10,000 to 19,999	\$600,000
less than 10,000	\$375,000

The maximum amount of a planning grant is \$10,000. The Department will allocate no more than 10% of annual grant funds awarded for planning projects.

Application Timing and Process: A municipality seeking funding will complete and return a Preliminary Application Form by **May 1, 2015**. Projects deemed eligible and competitive for funding will be sent an invitation to submit a Full Application no later than **May 15, 2015**. Full Application Forms are to be completed, returned to the Department no later than **June 15, 2015**. Only projects that have been invited to complete Full Applications will be accepted. The Department will evaluate final application forms soon after they are received. Announcement of grants awarded will occur no later than **June 30, 2015**.

All applications and supporting materials must be received in the Department by 5:00pm on the respective due date. Please submit both single hard copy original and electronic copy (PDF email attachments are acceptable).

The Department reserves the right to hold a second application cycle beginning in **September 2015**. The announcement of this cycle will be made no later than **August 15, 2015**.

Review Criteria: Pre-application narratives should be developed using the same criteria as full applications as outlined below. Maps, images, and photographs should be included where appropriate. Upon invitation by DED, full applications will be reviewed and scored by a committee consisting of Department staff as well as invited members of other vested State agencies. The review committee will make a recommendation reflecting top scoring applications to the Director of the Department of Economic Development, or their designee, for final approval.

Eligible project applications will be reviewed based upon review criteria established in statute (Nebraska Revised Statute 13-2707), and any other relevant parts of the Civic and Community Center Financing Act. Up to ten (10) points will be available for each of the following review criteria (60 points maximum). Top scoring applications will be recommended to the Director for approval. The Department reserves the right to establish the maximum amount of funds to be awarded in any given year. The review criterion includes:

- **Project location. (yes/no)**
A project shall be located in the municipality that applies for the grant. Please include a map of the project area in relation to the community, identifying any relevant sites or related projects. The map is intended to provide context to the proposed project. Photographs may also be included.
- **Project ownership. (yes/no)**
A project shall be owned by the municipality that applies for the grant.
- **Project operation. (yes/no)**
A project shall be operated by the municipality that applies for the grant, directly or under contract.
- **Retention Impact. (1-10 points)**
Funding decisions by the Department shall be based on the likelihood of the project retaining existing residents in the community where the project is located, developing, sustaining, and fostering community connections, and enhancing the potential for economic growth in a manner that will sustain the quality of life and promote long-term economic development;
 - *Tips for completing the project application narrative: describe a how the proposed project fulfills a known local need, based on a formal or informal assessment of current conditions.*
- **New Resident Impact. (1-10 points)**
Funding decisions by the Department shall be based on the likelihood of the project attracting new residents to the community where the project is located.

Revised January 12, 2015

- *Tips: describe the unique and/or specific services or function to be provided as a result of project completion otherwise not available, specifically related to attracting new residents, include what services or functions would become available should the project be completed.*
- **Visitor Impact. (1-10 points)**
Funding decisions by the Department shall be based on the likelihood of the project enhancing or creating an attraction that would increase the potential of visitors to the community where the project is located from inside and outside the state.
 - *Tips: describe the unique and/or specific services or function to be provided as a result of project completion otherwise not available, specifically related to attracting visitors and/or tourists into the area.*
- **Financial support. (1-10 points)**
Assistance from the fund must include a 100% match (i.e. matched at least equally from local sources). At least fifty percent of the local match must be in cash. Preference shall be given to those projects with a higher level of local matching funds compared to those with a lower level of matching funds. Neither the local match nor the items listed for grant assistance should include amounts already expended prior to the date of application for grant assistance.
 - *Tips: describe project viability, leverages, and financial resources, as well as efforts to secure non-CCCF monies from other state, federal, foundation, business, or individual sources.*
- **Readiness and local public support. (1-10 points)**
The applicant's fiscal, economic, and operational capacity to finance and manage the project and ability of the applicant to proceed and implement its plan and operate the civic or community center.
 - *Tips: identify who will handle the day-to-day operation and management of the project, project roles, and established or potential partnerships, as well as any volunteer efforts. Include a summary and description of past and future projects and activities carried out at the local level, and identify partnerships and volunteer efforts. Provide a summary or other evidence of public support in the form of public meetings, design charrettes, fundraising campaigns, etc.*
- **Project Planning. (1-10 points)**
Projects with completed technical assistance and feasibility studies shall be preferred to those with no prior planning.
 - *Tips: describe the level of design or conceptualization of the project, who was involved, historical preservation consideration (where appropriate), etc. Including a planning process timetable that would further illustrate the planning process, as well as a timeline for project implementation, including securing matching funds.*
 - *Note: when applying for **planning grants**, please provide any information about initial planning, stakeholder and/or public meetings, as well as a summary of comprehensive planning that may have been conducted at the project area or community level. When a comprehensive plan has recommended the proposed project, please provide a hyperlink or electronic copy of the entire comprehensive plan and indicate the specific location(s) of those recommendations.*

**CIVIC AND COMMUNITY CENTER FINANCING FUND
GRANT ASSISTANCE - 2015**

DED USE ONLY: _____

PRELIMINARY APPLICATION FORM

A	Name of Municipality:	City of Scottsbluff
B	Type of grant requested (check one)	<input type="checkbox"/> planning <input checked="" type="checkbox"/> capital construction
C	Grant amount requested*:	\$600,000
D	Facility is located within Municipality listed in Line A	<input checked="" type="checkbox"/> yes
E	Municipality listed in Line A will own facility	<input checked="" type="checkbox"/> yes
F	Municipality listed in Line A will operate the facility	<input checked="" type="checkbox"/> yes, skip to Line H <input type="checkbox"/> no, include an explanatory statement
G	Entity under contract that will operate the facility:	
H	Existing or preliminary name of facility:	Downtown Plaza
I	Type of facility (check one):	<input type="checkbox"/> civic center <input checked="" type="checkbox"/> community center <input type="checkbox"/> historic building <input type="checkbox"/> recreation center
J	Proposed project has completed technical assistance and/or feasibility studies:	<input type="checkbox"/> yes <input type="checkbox"/> no
K	Web address (if available):	scottsbluff.org

*Must correspond to the appropriate amount based on population size as listed in the table on page 1 of the 2015 Application Guidelines.

ATTACHMENTS ENCLOSED: BRIEF DESCRIPTION OF THE CENTER AND A MAP IDENTIFYING THE LOCATION OF THE FACILITY (The summary should be at least one paragraph, but no more than one page. Please review final application scoring criteria and be clear and concise with your project summary. Supplemental maps, images, or photographs may be included, but limited to one additional page. The pre-application with attachments shall be no more than four pages.)

PERSON PREPARING PRELIMINARY APPLICATION:

NAME: Annie Folck
 ADDRESS: 2525 Circle Drive
Scottsbluff, NE
 PHONE: 308 630 6244 E-MAIL: afolck@scottsbluff.org

CHIEF ELECTED OFFICER OF MUNICIPALITY APPLYING FOR GRANT:

NAME: Randy Meininger TITLE: Mayor
 The Facility in question is, or will be, owned and operated by the municipality.
 The applicant has not received funding assistance from the Sports Arena Facility Financing Assistance Act.
 The applicant has not been awarded a CCCFF grant within the last 5 grant years.
 SIGNATURE: _____ DATE: _____

RETURN COMPLETED PRELIMINARY APPLICATION FORM AND BRIEF DESCRIPTION OF CENTER TO:

Jenny B. Mason, CCCFF Coordinator
 Nebraska Department of Economic Development
 P.O. 94666
 Lincoln, NE 68509-4666
 t: (402) 471-6280 | e: jenny.mason@nebraska.gov

Revised January 12, 2015

City of Scottsbluff Downtown Plaza
Project Summary

Downtown Revitalization has been a priority of the City of Scottsbluff since 2009, when the Downtown Revitalization Task Force was established. This task force was awarded a \$30,000 planning grant which was used to create a Downtown Master Plan. The task force then utilized a \$350,000 implementation grant to enact some of the suggestions of the Downtown Master Plan, primarily focusing on façade improvements. One of the suggestions of the Master Plan that was not implemented at that time was the redevelopment of the Farmer’s Market site as a community gathering area. This is the project that will be the focus of the CCCFF grant.

The City of Scottsbluff currently has a “mini-park” and parking lot where the Farmers Market meets on Saturdays. The original Downtown Master Plan suggested improving this area to include public bathrooms and canopies to capitalize on the success of the Farmers Market. A few canopies were built, but the project was much smaller in scope than what had been suggested. A Downtown Streetscape Master Plan completed in 2014 built on this concept, going so far as to suggest closing off 18th Street between Broadway and the alley, increasing the amount of space available for landscaping and to create a multi-functional community gathering space. Following the completion of this plan, the City was urged to pursue the concept by the BID Board, which is made up of seven downtown business owners.

As City staff considered the area and how it could be improved to create a downtown gathering area, it came to our attention that the only two buildings that front on 18th Street on that block were for sale. The City decided to purchase those two buildings, which, when combined with the adjacent City-owned parking lot, effectively doubled the size of the downtown gathering area. The properties were purchased on April 7, 2015, and the City is very committed to this project.

The location of the gathering space is ideal; it is situated between two downtown cultural resources, the Western Nebraska Arts Center and the Midwest Theater. It is also located along Broadway, the main street through Downtown. Some conceptual designs have been created to show the potential of the space. While the exact design is yet to be determined, the City is planning on incorporating into the space the following:

- Public Bathrooms
- Landscaping
- Synthetic Ice Rink in winter
- Canopies or other building structure for the Farmers Market
- Stage
- Indoor/Outdoor Playground
- Fire Pits

The goal of the project is to create a space which could be utilized by all age ranges year-round. This will create a venue for events that will be a benefit to all the area residents as well as an attraction for visitors. Many local organizations have already voiced their support for this project, including NEXT Young Professionals, the Midwest Theater, the Western Nebraska Arts Center, and the Business Improvement District Board.

City of Scottsbluff, Nebraska

Monday, April 20, 2015

Regular Meeting

Item Reports3

Council to conduct the City Manager's annual performance review.

Staff Contact: City Council

City of Scottsbluff, Nebraska
Monday, April 20, 2015
Regular Meeting

Item Exec1

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

Staff Contact: City Council