

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

Regular Meeting
May 4, 2015
6:00 PM

1. Roll Call
2. Pledge of Allegiance.
3. **For public information, a copy of the Nebraska Open Meetings Act is available for review.**
4. Notice of changes in the agenda by the city clerk (Additions may not be made to this agenda less than 24 hours before the beginning of the meeting unless added under Item 5 of this agenda.)
5. Citizens with business not scheduled on the agenda (As required by state law, no matter may be considered under this item unless council determines that the matter requires emergency action.)
6. Consent Calendar (Items in the consent calendar are proposed for adoption by one action for all items unless any member of the council requests that an item be considered separately.):
 - a) Approve the minutes of the April 20, 2015 Regular Meeting.
 - b) Council to set a public hearing for June 1, 2015 at 6:05 p.m. to consider the Redevelopment Plan for the Monument Mall Rehabilitation including a request for Tax Increment Financing.
 - c) Council to set a public hearing for May 18, 2015 at 6:05 p.m. to consider the Blight and Substandard Conditions Study for the area southeast of Highway 71 and 42nd Street and Adler Tracts.
7. Claims:
 - a) Regular claims
 - b) Council to approve payment of claim by warrant for Paving District #312, Reganis 12th Ave. project, and approve the Resolution.
8. Public Hearings:
 - a) Council to close the public hearing opened on April 20, 2015 p.m. to consider the zone change request for Lots 1 and 2, Block 1, City Central Subdivision, as the applicants have withdrawn their application.
9. Petitions, Communications, Public Input:
 - a) Presentation of the Seven Seals Award by the Employer Support of the Guard and Reserve to Jana Bode, HR Director.
 - b) Mayor to read and sign a Proclamation recognizing Police Week May 10 thru

May 16, 2015.

- c) Council to receive a presentation on Stormwater PSA's from Community Christian School 8th grade class.
- 10. Council to convene as the Scottsbluff Leasing Corporation.
 - a) See attached agenda for Scottsbluff Leasing Corporation.
- 11. Reconvene as the Scottsbluff City Council – Roll Call.
 - a) Council to consider an Ordinance authorizing the City of Scottsbluff to issue \$3,850,000.00 principal amount of Lease Rental Revenue and Refunding Bonds, and authorize the Mayor to sign additional documents as needed for the issuance.
 - b) Council to consider an Ordinance authorizing the issuance of the City's General Obligation Highway Allocation fund Pledge Bonds, Series 2015, not to exceed \$2,500,000.
- 12. Bids & Awards:
 - a) Council to consider awarding engineering services for the preparation of a Current and Future Utility Infrastructure Evaluation to Diamondback Engineering and Surveying in the amount of \$79,800.00.
 - b) Council to consider rejecting a bid received for the Sanitary Sewer Main & Siphon Project due to funding resources and limited bid proposals.
 - c) Council to award the bid for the Seal Coat Project to Topkote, Inc. in the amount of \$1,882,600.00.
- 13. Reports from Staff, Boards & Commissions:
 - a) Council discussion and approval of revenue assumptions for the general fund to be used in the FY16 budget and approve the policy on the general fund balance.
 - b) Council to consider the beverage contract with Pepsi Cola of Western Nebraska for city park facilities and authorize the Mayor to execute the contract.
 - c) Council to consider the Copier Connection Maintenance Contract for the Police Department and authorize the Mayor to execute the contract.
 - d) Council to consider the Copier Connection Maintenance Contract for the Library and authorize the Mayor to execute the contract.
 - e) Council to consider approval of Change Orders in the amount of \$48,184.06 on the CR24 Water Main Installation Project for additional 20" bore and casing required by NDOR and additional materials needed for fire hydrant relocation.
- 14. Resolution & Ordinances:
 - a) Council to 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 (second reading).
 - b) Council to consider an Ordinance providing for the levy of a Retail Business Occupation Tax (second reading).
 - c) Council to consider an Ordinance dealing with plumbers, licensing and

regulations, clarifying that examinations must be given upon application for a plumbing license (third reading).

15. Executive Session (Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda.)
 - a) Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda.
16. 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
17. Council reports (informational only):
18. Scottsbluff Youth Council Representative report (informational only):
19. Adjournment.

City of Scottsbluff, Nebraska

Monday, May 4, 2015

Regular Meeting

Item Consent1

Approve the minutes of the April 20, 2015 Regular Meeting.

Staff Contact: Cindy Dickinson, City Clerk

Regular Meeting
April 20, 2015

The Scottsbluff City Council met in a regular meeting on Monday, April 20, 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 17, 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 17, 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. There were none. Mayor Meininger asked if any citizens with business not scheduled on the agenda wished to include an item providing the City Council determines the item requires emergency action. There were none. Moved by Council Member Gonzales, seconded by Mayor Meininger that,

1. "The minutes of the April 6, 2015 Regular Meeting be approved,"
2. "The RFP for audit services be approved and authorize the city clerk to advertise for bids to be received by June 5, 2015, 4:00 p.m."
3. "The Bid Specifications for Paving District 312 be approved and authorize the city clerk to advertise for bids to be received by May 12, 2015, 2:00 p.m.,"
4. "The property damage claim from Ester DeOllos for up to \$491.02 for carpet damage due to a leaky water meter, be acknowledged and forwarded to the city's insurance carrier," "YEAS", Gonzales, Colwell, Meininger, Shaver and Hilyard. "NAYS" None. Absent: None.

Moved by Council Member Shaver, seconded by Council Member Hilyard, "that the following claims be and hereby are approved and should be paid as provided by law out of the respective funds designated in the list of claims dated April 20, 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 - HANDICAP STENCILS,600; ACTION COMMUNICATIONS INC.,12 PAGER BATTERIES,884.51; AHLERS BAKING INC,DEPT SUPPL,59.99; ALLO COMMUNICATIONS,LLC,LOCAL TELEPHONE CHARGES,4921.81; ANITA'S GREENSCAPING INC,BID CNTRCL SRVCS,866.67; ASSURITY LIFE INSURANCE CO,LIFE INS EE,34.36; ATLAS COPCO COMPRESSORS, LLC,EQUIPMENT,14590.93; B&C

STEEL CORPORATION,SUPP IRON,239.56; BLUFFS SANITARY SUPPLY INC.,DEPT & JANIT SUPPL,516.84; BOHL, MARK,TRAINING,36.68; BRIDGER TWOMBLY,SCHOOL,245; BRUNZ, BRANDI,SCHOOLS & CONF,45; CAPITAL BUSINESS SYSTEMS INC.,CONT. SRVCS,223.2; CARLSON, DEBRA,REIMB,117.44; CARR TRUMBULL LBR INC.,DEPT SUP,50.33; CELLCO PARTNERSHIP,CELL PHONE USE,171.99; CEMENTER'S INC,CONCRETE FOR PARKING LOT #10,725; CENTRAL TECHNICAL COMMUNITY,CLASS FEES FOR GLENN,75; CHRIS REYES,DEPT SUPPL,319; CITIBANK N.A.,SUPP,471.59; CITIBANK, N.A.,SUPP,141.95; CITY OF GERING,DISPOSAL FEES,42030.64; CITY OF SCB,POSTAGE,25.9; CLARK PRINTING LLC,DEP SUP,248.9; COMPUTER CONNECTION INC,RENT-MACHINE,58.84; CONTRACTORS MATERIALS INC.,DEPT SUP,211.84; CREDIT MANAGEMENT SERVICES INC.,WAGE ATT,191.4; CULLIGAN OF SCOTTSBLUFF,DEP SUP,99.6; CYNTHIA GREEN,DEPT SUPPL, 165.09; D & H ELECTRONICS INC.,EQUIP MAINT,182.3; DALE'S TIRE & RETREADING, INC.,VEHICLE MTNC,1887.21; DUANE E. WOHLERS,DISPOSAL FEES,800; FASTENAL COMPANY, DEPT SUPPLIES,23.59; FEDERAL EXPRESS CORPORATION,POSTAGE,1078.82; FLOYD'S TRUCK CENTER, INC,EQUIP MAINT,1676.05; GENERAL ELECTRIC CAPITAL CORPORATION,DEPT SUPPL/EQUIP MAINT,531.39; GENERAL TRAFFIC CONTROLS, INC,DETECTOR CARD FOR TRAFFIC SIGNAL,826.18; H D SUPPLY WATERWORKS LTD,METERS,664.65; HAWKINS, INC.,CHEMICALS,2021.55; HEILBRUN'S INC.,DEPT SUPPLIES,2991.13; HENKEL'S MACHINE AND WELDING,VEH MAINT,50; HOLIDAY INN - MID TOWN,SCHOOLS & CONF,166; HULLINGER GLASS & LOCKS INC.,CIP-PO SUPPLIES,110.75; HYDRONIC WATER MANAGEMENT,EQUIP MAIN,725; ICMA RETIREMENT TRUST-457,DEF COMP,1325.14; IDEAL LAUNDRY AND CLEANERS, INC.,DEPT SUPPLIES,864.63; INDEPENDENT PLUMBING AND HEATING, INC,GRD MTC,580.49; INGRAM LIBRARY SERVICES INC,BKS,170.54; INTERNAL REVENUE SERVICE,PYRL W/H TAXES,68045.65; INTERNATIONAL ASSOCIATION OF ELECTRICAL INSPECTORS,DEPT MMBRSH,102; INTRALINKS, INC,SUPPLIES,3038.94; JEROLD E. HIGEL,TRAFFIC SIGNAL & CONTROLLER SERVICE,1681.26; JOHN DEERE FINANCIAL,DEP SUP,39.47; JOHN DEERE FINANCIAL,DEP SUP,66.76; JOHN DEERE FINANCIAL,MOWER,1899; JOHNSON CASHWAY LUMBER CO,GRD MTC,1230.88; KOIS BROTHERS EQUIPMENT CO INC,DEPT SUPPLIES,475; KRIZ-DAVIS COMPANY,BULB FOR PSB,38.19; LEAGUE ASSOCIATION OF RISK MANAGEMENT,WC PREMIUM,9594.73; LEAGUE OF NEBRASKA MUNICIPALITIES, CONFERENCE - JOHNSON & KUCKKAHN,190; LEXISNEXIS RISK DATA MANAGMENT INC,CONSULTING,100; M.C. SCHAFF & ASSOCIATES, INC,WATER MAIN PROJECT,20472; MADER, PERRY,SCHOOL/CONF,63; MADISON NATIONAL LIFE,INS-LIFE&DIS,1836.24; MARIE'S EMBROIDERY,UNIFORMS,20.5; MATEO MORALES,SCHOOL,165; MATHESON TRI-GAS INC,DEP SUP,149.01; MENARDS, INC,PAINT SUPPLIES FOR PSB BOLLARDS,452.1; MIDLANDS NEWSPAPERS, INC,SBSCR,25; MIDLANDS NEWSPAPERS, INC,LEGAL PUB,1987.27; MIDWEST MOTOR SUPPLY CO INC,SAFETY GLASSES,161.4; MOWER SHOP, THE,EQP MTC,4.26; MUNICIPAL SUPPLY INC. OF NEBRASKA,DEPT SUP,2119.62; NE CHILD SUPPORT PAYMENT CENTER,NE CHILD SUPPORT PYBLE,1814.68; NE DEPT OF REVENUE,WAGE ATT,50; NEBRASKA RURAL WATER ASSOCIATION,SCHOOL & CONF,375; NEBRASKA MACHINERY CO,PARTS FOR BACKHOE,60.84; NEBRASKA PRINTWORKS, LLC,CONTRACTUAL SVC,840.15; NEBRASKA PUBLIC POWER DISTRICT, ELECTRIC, 42180.66; NEBRASKA SOCIETY OF CPA'S,MEMBERSHIP DUES,130; NEBRASKALAND TIRE, INC,VEH MAINT,323.88; NELSON ELECTRIC MOTOR SERVICE, INC,EQUIP MAINT,87.18; NETWORKFLEET, INC,SUPP,18.95; NEWMAN, TIMOTHY, SCHOOLS & CONF,45; NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF,GRD MTC,364.88; O'BANNON, BRIAN,

TREE REBATE,150; PANHANDLE CLERK'S ASSOC,DUES,10; PANHANDLE COOPERATIVE ASSOCIATION,GASOLINE,18945.94; PANHANDLE ENVIRONMENTAL SERVICES INC, SAMPLES,54; PAUL REED CONSTRUCTION & SUPPLY, INC,WATER MAIN PROJECT, 101940.17; PIEZO METRICS, INC,DEPT SUP,4752.89; PLATTE VALLEY BANK,HSA EE&ER, 13425.23; POSTMASTER,POSTAGE,638.02; PRAISE WINDOWS INC,BLDG MAIN,645; PROTEX CENTRAL, INC.,CONTRACTUAL SVC,27.07; QUILL CORP,DEPT SUPPL,733.8; REAMS SPRINKLER SUPPLY CO.,GRD MTC,1637.53; REGION I OFFICE OF HUMAN DEVELOPMENT, CONTRACTUAL SERVICES,825; REGIONAL CARE INC,FLEX CLAIM,69517.31; REGIONAL CARE INC, 300 FLEX BENEFIT; REGIONAL WEST MEDICAL CENTER,WELLNESS,1041.75; REGISTER OF DEEDS,LEG FEE,20; RICHARD JOHNSON,CON SRV,509.94; ROBERTA J BOYD,REIMB.,27.33; RS VENTURES LLC,VEH MAINT,1899.63; RUSHMORE MEDIA COMPANY, INC,STRM WTR PSA'S,325; S M E C,EE DEDUCTIONS,238; SANDBERG IMPLEMENT, INC,EQP MTC,630.95; SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,225; SCOTTS BLUFF COUNTY COURT,LEGAL FEES,252; SCOTTSBLUFF BODY & PAINT,TOW SERVICE,445; SCOTTSBLUFF POLICE OFFICERS ASSOCIATION,POLICE EE DUES, 624; SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC,36 UNIFORM SHIRTS, 499; SCOTTSBLUFF SENIOR CENTER,CONTRACT,5750; SIMMONS OLSEN LAW FIRM, P.C.,CONTRACTUAL,13358.1; SIMON CONTRACTORS,DEPT SUP, 13711.83; SNELL SERVICES INC.,ELC MTC,424.46; SPECIAL INVESTIGATIONS, INVESTIGATION,4198.64; SPECIAL INVESTIGATIONS, CONTRACTUAL,111.88; THE CHICAGO LUMBER COMPANY OF OMAHA INC,DEPT SUP,77.68; TRANS IOWA EQUIPMENT LLC,PAYMENT ON SNOW BLOWER,2500; TRINITY BURGNER,CONF,63; TWIN CITIES DEVELOPMENT ASSOC, INC,CONTRACT,25000; TYLER TECHNOLOGIES, INC,FEES,1480.5; UNIQUE MANAGEMENT SERVICES, INC,CONT. SVCS,179; US BANK,DEP SUP,1256.81; WELLS FARGO BANK, N.A.,RETIREMENT CONTR,31529.56; WESTERN COOPERATIVE COMPANY,GRD MTC,22.16; WESTERN PLAINS BUSINESS FORMS INC,CONTRACTUAL SVC,88.74; WESTERN TRAVEL TERMINAL, LLC,VEH MAINT,91; WINTER CREEK CANAL COMPANY,POST CLOSURE CARE,5146.56; YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE,EE MEMBERSHIP,2227.5; ZM LUMBER INC,GRD MTC,73.44; UTILITY REFUNDS: JENNA MEYER 58.47; JEREMY BETZOLD 25.81; JERRY DARNELL .73; FRANK HERNANDEZ 12.24; KAREN JACOBSEN 6.26; DON KRUG 11.98; DIANE VANDENBERGE 3.13.

Finance Director Renae Griffiths reported that the March, 2015 Financial Report shows an increase in the sales tax revenue, the April deposit showed a 4% increase for the same month from the prior year.

Mayor Meininger opened the public hearing set for this date at 6:05 p.m. to consider the report of the Economic Development Program Citizen's Advisory Committee. Deputy City Attorney Rick Ediger explained that the City's Economic Development Program Citizen's Advisory Committee are required by law to give the Council a report on the progress of the LB840 program and the City Council must hold a public hearing regarding this report. Only one business is behind on reporting. Accountability of the recipients of LB840 funding is a big part of the success of the program.

City Manager Kuckkahn added that job credit reports were received from the following businesses: Western Pathology Consultants, CS Precision, Karsten Gering, Vertex, CST Mechanical, Aulick Manufacturing, Klein Family Trucking and CHC West, LLC. Staff is asking Council to accept the report and take action on the recommendation to pursue payment from CHC West, LLC of \$15,000.00 as they are no longer in business and have not earned any of the credits. Mr. Ediger also added that the fund is very healthy and more projects are needed.

Council Member Gonzales suggested that representatives from the Citizen Review Committee attend the Council meeting to offer additional information regarding the report.

There were no additional comments from the public. Mayor Meininger closed the public hearing at 6:10 p.m. Moved by Mayor Meininger, seconded by Council Member Shaver, “to accept the report from the Economic Development Program Citizen’s Advisory Committee, and pursue payment from CHC West, LLC in the amount of \$15,000.00,” “YEAS”, Gonzales, Colwell, Meininger, Shaver and Hilyard. “NAYS” None. Absent: None.

Mayor Meininger opened the public hearing at 6:10 p.m. as set for this date to consider the zone change request for Lots 1 and 2, Block 1, City Central Subdivision from M-1 to C-3. City Manager Kuckkahn explained that this zoning recommendation is more restrictive than the current zoning. The property owners requested that action on this request be postponed. There were no comments from the public. Mayor Meininger announced that the public hearing on this item will be continued to a future meeting.

The Final Plat for lots 1 and 2, Block 2, City Central Subdivision will be considered following the rezoning of Block 1, City Central Subdivision. Mayor Meininger announced that this item will also be continued to a future meeting.

Mayor Meininger opened the public hearing at 6:11 p.m. as set for this date, to consider the rezone of Lots 1 and 2, Block 9, Five Oaks Subdivision from Agricultural to Neighborhood and Retail Commercial. Mr. Kuckkahn explained that the owner asked to have this rezone request considered at a later date. Mayor Meininger announced that the public hearing on this item will be continued to a future meeting.

Mayor Meininger opened the public hearing at 6:11 p.m. as set for this date, to consider annexing approximately 32.67± acres of the Five Oaks Subdivision, situated south of 42nd Street and East of Avenue I. Mr. Kuckkahn explained that the Planning Commission recommended approval of the annexation of this property as it is consistent with the comprehensive plan. The infrastructure improvements, sewer, water and streets, will be the responsibility of the owners. There were no comments from the public. Mayor Meininger closed the public hearing at 6:12 p.m. Mayor Meininger introduced the Ordinance which was read by title on first reading: **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.**

Scott Keene, with Ameritas, presented information to the Council on draft bond ordinances for road projects and possible bond refunding. Mr. Keene explained that there are two financing projects for the City to consider. The first project involves the General Obligation Highway Allocation Fund to be used to pay the \$2.3 million paving project. The general obligation bonds would be amortized over a five year period, which gets the city out of debt very quickly and allows the advantage of the very low interest rate of 1.82%. The preliminary average annual debt service would be \$490,000.00, and the Ameritas fee is 1%. The estimated cost of issuance is \$6,000.00. Gilmore & Bell would be the Bond Counsel and the paying agent is yet to be determined. The Council will consider the final Ordinance at the May 4, 2015 Council Meeting and settlement should take place the middle of June. The Council will approve the Parameters Ordinance and authorize the Mayor to approve the final agreement.

Mr. Kuckkahn added that we are bringing this to Council now to take advantage of the low oil prices and interest rates to complete our paving projects.

Mr. Keene explained that the second project provides for the Scottsbluff Leasing Corporation to refinance the Series 2009 Bond, \$2.2 million, and replace with the new issue. The decrease of the interest rate will save \$15,000.00 - \$16,000.00 per year which is \$117,000.00 savings over the term.

This would also include the Series 2010 Bond, \$1.285 million, with a decrease of interest savings of about \$45,000.00.

The Refunding Bonds will basically include amendments to the existing documents. Mr. Keene explained the role of the Scottsbluff Leasing Corporation. The lease agreement is between the City and the Leasing Corporation. There is a Trust Indenture between the Leasing Corporation and a Trustee that allows for issuance of the bonds by the Leasing Corporation. These are not bonds of the City, rather bonds of the Scottsbluff Leasing Corporation. The City is obligated to make lease payments to the Scottsbluff Leasing Corporation, who then pays the bond holders.

There is a third component of this Ordinance, which will allow for funding for purchase of properties to be used for the downtown plaza development. So this Bond provides for refunding of 2009 and 2010 Bonds and the purchase of properties for the downtown development.

Mr. Kuckkahn explained that the city is in such good financial shape, that we are able to shorten the amortization period down to five years, thus, saving tax payer's money. Mayor Meininger added that payments of these bonds are from the debt service, not from the general fund.

Assistant City Manager Nathan Johnson explained the draft agreement with the City and the Scottsbluff School District regarding the indoor and outdoor Splash pools. Staff is only asking for authorization to negotiate the contract at this time. The agreement outlines what can be put into place if a Third Party is interested in operating all aspects of the Indoor Splash. The City does not own the Indoor/Outdoor Splash Complex but is looking at a new agreement with the School District to provide the facility for public use through a sublease to a Third Party. The Third Party would be responsible for: administering the half day programming allotment to be structured around the Seacats Swim Team & Torpedoes program; pay for the ongoing operation costs such as lifeguards, chemicals and related routine maintenance items; be self-sustaining and free of City resources.

The draft agreement is similar to the Zoo agreement in that the City would contract with a Third Party; the Third Party then is responsible for the entire costs of operating and maintaining the Indoor Splash pool. We are looking for the Third Party group to organize by July 31, 2015. The City would be willing to provide yearly operating costs for the Indoor Splash, if a third party group decides to organize.

Staff's recommendation, is to honor the existing contract with the Scottsbluff Public School District until the contract expires on July 31st, 2015. The City's programs would continue until that date with adequate staffing. However, at the current staffing levels, the City would not be able to open both the Westmoor and Outdoor Splash facilities due to the lack of lifeguard positions filled.

Once a third party group is organized all entities can discuss a long-term agreement that will be beneficial for all parties involved. After the agreement is executed by all parties the City can discuss with the School District sharing costs on remodeling the men's and women's locker-rooms/bathrooms by going out to bid.

The other option is to let the current contract expire. Staff is recommending that we move forward with pursuing a third party to manage the Splash Pool.

Mayor Meininger summarized that this agreement answers the following concerns presented by citizens at the last City Council Meeting: pool will be available for both the school and city programs; it allows the public to have a voice and be part of a city group; and it allows the city and school to work together on the common space. Mayor Meininger reminded the public that we are still struggling to fill lifeguard positions and encouraged potential lifeguards to come forward to fill these positions.

Mr. Johnson added that we will be working on the total amount needed to support the pool, which will be discussed during the budget workshop. Council Member Shaver clarified that the Seacats, Torpedoes, school and the public will have access to pool. Mr. Kuckkahn added that the city would pay for the lease of the pool, insurance and would be responsible for repairs up to \$12,500.00.

Mayor Meininger commented that the proposed agreement appears to answer everything the public wanted regarding the Splash Pool. Moved by Mayor Meininger, seconded by Council Member Hilyard, "to authorize staff to continue working with the proposed draft contract between the Scottsbluff Public School District and the City of Scottsbluff for the Splash Pool," "YEAS", Gonzales, Colwell, Meininger, Shaver and Hilyard. "NAYS" None. Absent: None.

City Manager Kuckkahn presented a final plat and Certificate of Filing for an Ag Estate Dwelling property in the NE ¼ of Section 19, located by the airport. Paul Harris, owner, is proposing to separate approximately 20 acres to allow for a home, separate from the farmland. This is consistent with the surrounding properties and the Planning Commission made a positive recommendation. Moved by Council Member Shaver, seconded by Council Member Hilyard, "to approve the final plat and Certificate of Filing for Ag Estate Dwelling Plat for a tract situated in the NE1/4 of Section 19, T22N, R54W of the 6th P.M., Scotts Bluff Co., NE and authorize the Mayor to sign the Certificate," "YEAS", Gonzales, Colwell, Meininger, Shaver and Hilyard. "NAYS" None. Absent: None.

Mr. Kuckkahn presented 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 Jason Zitterkopf. This request is part of the final plat for these lots located west of County Road 19 and north of Pheasant Drive in the City's extra territorial jurisdiction. The Planning Commission approved the Ordinance to vacate with vacation plat at their April 13, 2015 meeting.

Mayor Meininger introduced the Ordinance No. 4153, which was read by title on first reading: **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.**

Moved by Mayor Meininger, seconded by Council Member Gonzales, "that the statutory rule requiring the Ordinance to be read by title on three different days be suspended," "YEAS", 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. 4153 be adopted," "YEAS", Gonzales, Colwell, Meininger, Hilyard and Shaver, "NAYS", None. Absent: None.

Regarding this same property, Mr. Kuckkahn explained the replat of this property, changing the four lots into two larger lots. The property is zoned rural residential and located north of the Riverview Golf Course. The Planning Commission made a positive recommendation regarding this replat. Moved by Council Member Gonzales, seconded by Council Member Colwell, "to approve the final plat of Lots 3A & 9A, amended River Run Estates Subdivision, a replat of Lots 3 & 4, Block 1, River Run Estates Subdivision and Lot 9, Block 1, River Run Estates and Lot 10 amended River Run Estates and unplatted lands and approve Resolution No. 15-04-03," "YEAS", Gonzales, Colwell, Meininger, Hilyard and Shaver, "NAYS", None. Absent: None.

RESOLUTION NO. 15-04-03

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

Mike Bacon, Gothenburg City Attorney representing Rock Step, LLC, owners of Monument Mall, addressed the Council regarding proposed opportunities to improve the Mall and assist in attracting additional businesses. The Mall has over 60,000 square feet of vacant space they would like to fill. The current owners have made many improvements to the mall with a total investment of \$9 million, including purchase price, in order make this a Class A property. They will need to make additional improvements to entice tenants to locate to this mall. In order to do this, they are asking Council to consider a Request for Tax Increment Financing (TIF) to have access to additional capital. The TIF amount that can be generated is \$578,000 which will be invested back in the mall.

In addition, they are asking that Council adopt an Ordinance imposing a ½ percent occupation tax on sales at the Mall for 20 years. These funds will be used for rehabilitation, including the parking lot and renovation for potential businesses. In addition, they are considering a stand-alone building at the main entrance of the Mall.

The City will need to keep track of the revenue from the occupation tax. This will be an \$8.65 million investment, with \$578,000.00 generated from the TIF and \$1.8 million from the occupation tax over 20 years. This additional revenue will allow them to leverage capital for the entire project. Mayor Meininger asked about the responsibility of paying the bond. Mr. Bacon responded that it is a flow through bond; the owners are responsible for paying the bond.

Council Member Shaver asked what items the TIF can be used. Mr. Bacon responded that it can now be used for rehabilitation, along with the parking lot and exterior improvements.

Tommy Stewart, representing Rock Step, LLC explained that they focus on midtown markets and liked Scottsbluff because of the many projects going on and the involvement of the community. They are also interested in improving the quality of life in Scottsbluff through improvements to the Mall. He added that both the Mall and the improvements downtown are important to the development of our community. Mayor Meininger expressed his appreciation to Mr. Stewart for attending the meeting in person.

As the first step in proceeding with the occupation tax, Council considered amending the Scottsbluff Municipal Code to allow occupation taxes for agreed upon enhanced employment areas and approve the Ordinance. Mayor Meininger introduced Ordinance No. 4154 which was read by title on first

reading: **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.**

Moved by Mayor Meininger, seconded by Council Member Shaver, "that the statutory rule requiring the Ordinance to be read by title on three different days be suspended," "YEAS", 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 Council Member Shaver, seconded by Council Member Hilyard, "that Ordinance No. 4154 be adopted," "YEAS", Gonzales, Colwell, Meininger, Hilyard and Shaver, "NAYS", None. Absent: None.

Council then considered the Ordinance providing for the levy of a Retail Business Occupation Tax. Mayor Meininger introduced the Ordinance which was read by title on first reading: **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.**

Council introduced an 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 second 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.**

Assistant City Manager Johnson presented the interlocal agreement between the City of Scottsbluff and Scotts Bluff County, providing for payment of the overlay project on 21st Ave. from 27th Street to Lake Minatare Rd. Our responsibility will be to pay for the west half of the intersection. Moved by Council Member Hilyard, seconded by Council Member Colwell, "to approve the 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," "YEAS", Gonzales, Colwell, Meininger, Hilyard and Shaver, "NAYS", None. Absent: None.

Mr. Johnson explained the pre-application grant for the Civic Community Center Financing Fund from the Department of Economic Development for the Downtown Plaza project. This grant will pay for up to \$600,000.00 of the project, with 100% match required from the city in cash and in-kind when the final grant is approved. Moved by Council Member Hilyard, seconded by Council Member Colwell, "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," "YEAS", Gonzales, Colwell, Meininger, and Hilyard. "NAYS" Shaver. Absent: None.

Regarding the City Manager's annual performance review, Mr. Kuckkahn requested that Council adjourn to executive session at 7:15 p.m. Moved by Mayor Meininger, seconded by Council Member Hilyard, "to adjourn to executive session for the purpose of protection of individuals, to conduct the City

Manager's annual performance review, to include the City Manager and City Council," "YEAS", Gonzales, Colwell, Meininger, Hilyard and Shaver, "NAYS", None. Absent: None.

Mayor Meininger stated that the City Council was going into executive session at 7:15 p.m. for the purpose of protection of individuals to conduct the City Manager's annual performance review, to include the City Manager and City Council.

Council reconvened at 8:05 p.m. The following Council Members were present: Raymond Gonzales, Jordan Colwell, Randy Meininger, Liz Hilyard and Scott Shaver. Absent: None.

Mayor Meininger explained that Council discussed the following four areas which were previous goals for Mr. Kuckkahn:

1. Work with the various business districts development is going very well.
2. Comprehensive Plan progress. Staff is moving forward with this plan, which should be ready in six months.
3. Establishing some seed money for Economic Development Revolving Loan funds. City Manager to continue working with this project.
4. Working with the Assistant City Manager and new hires, giving them more responsibilities.

Council asked City Manager Kuckkahn to work directly with the Council to provide weekly information on projects and make sure the information flows both ways. Mayor Meininger explained that the City Manager's wage and benefit package would be addressed during the budget workshop.

Moved by Council Member Colwell, seconded by Council Member Hilyard, "to adjourn the meeting at 8:10 p.m.," "YEAS", Gonzales, Colwell, Meininger, and Hilyard. "NAYS" Shaver. Absent: None.

Mayor

ATTEST:

City Clerk

City of Scottsbluff, Nebraska

Monday, May 4, 2015

Regular Meeting

Item Consent2

Council to set a public hearing for June 1, 2015 at 6:05 p.m. to consider the Redevelopment Plan for the Monument Mall Rehabilitation including a request for Tax Increment Financing.

Staff Contact: Annie Urdiales, Planning Administrator

City of Scottsbluff, Nebraska

Monday, May 4, 2015

Regular Meeting

Item Consent3

Council to set a public hearing for May 18, 2015 at 6:05 p.m. to consider the Blight and Substandard Conditions Study for the area southeast of Highway 71 and 42nd Street and Adler Tracts.

Staff Contact: Annie Urdiales, Planning Administrator

STUDY OF BLIGHT AND SUBSTANDARD CONDITIONS

City of Scottsbluff, Nebraska

April 20, 2015

This report documents the existence of blighted and substandard conditions for an area in Scottsbluff, Nebraska (the “Study Area”) located on the southeast corner of HWY 71 and 42nd Street. This Study Area includes single family residences, commercial buildings and several undeveloped lots. This study is intended to review the Study Area for eligibility (as blighted and substandard) pursuant to Section 18-2103 of Nebraska Revised Statutes, as contained in the Nebraska Community Development Law (the “Act”). The Adler Tracts Subdivision is included in this Study Area, as the condition of both its buildings and infrastructure significantly contribute to the blighted and substandard conditions of the specific area within the City of Scottsbluff (the “City”) that is proposed for the blighted and substandard designation. This is discussed in more detail below.

Legal Description

The Study Area is described on Exhibit A1, attached hereto and made a part hereof by this reference. The area within the City to be designated as blighted and substandard is described on Exhibit A2, attached hereto and made a part hereof.

Relevant Nebraska Statutes

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

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

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

(a) by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or inadequate street layout, faulty lot layout in

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

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

- (i) Unemployment in the designated area is at least one hundred twenty percent of the state or national average;
- (ii) the average age of the residential or commercial units in the area is at least forty years;
- (iii) more than half of the plotted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time;
- (iv) the per capita income of the area is lower than the average per capita income of the city or village in which the area is designated; or
- (v) the area has had either stable or decreasing population based on the last two decennial censuses.

Analysis of Study Area

This section reviews the land use, infrastructure, building and economic conditions found within the Study Area. A field survey was completed on July 26, 2014, and a review of conditions on April 12, 2015. The following section identifies such existing conditions and additional factors which contribute to a determination of a blighted and substandard condition. This analysis is based upon the observations during the field survey, available public records and interviews with the owners' representatives.

The inclusion of the Adler Tracts in this Study Area is appropriate as it impacts the adjacent undeveloped area that is within the City of Scottsbluff and should not be ignored. The development potential of property is determined not only by the condition of the property itself, but the condition of the adjacent land. This inclusion finds additional support in the Act. The Act provides that a redevelopment authority has redevelopment powers within its "Area of Operation" in a blighted and substandard area. The city, not the redevelopment authority, determines the boundaries of the blighted and substandard area, pursuant to Section 18-2109 of

the Act. This determination is not specifically limited to areas totally within the city. Section 18-2123 of the Act provides in relevant part “that the development of land outside the city, but within a radius of three miles thereof,... or is a necessary adjunct to the general community redevelopment program of the city, the acquisition, planning, preparation for the development or disposal of such land shall constitute a redevelopment project which may be undertaken by the authority in the manner provided in the foregoing sections.” Section 18-2153 of the Act further provides in relevant part that the Act “and all grants of power, authority, rights, or discretion to a city or village and to an authority created under the Community Development Law shall be liberally construed, and all incidental powers necessary to carry into effect such sections are hereby expressly granted to and conferred upon a city, village or authority created pursuant to the Community Development Law.” Therefore the inclusion of the area outside but adjacent to the City is both necessary and appropriate for the sound redevelopment planning and program of the City.

Substandard Area Analysis

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

1. *Dilapidation or Deterioration*

This subsection considers the building and improvements within the Study Area. The main infrastructure components may include water, sewer, sidewalks, streets, curb and gutter, and accessibility. Public utilities can directly influence a community’s capacity for growth. If infrastructure improvements are outdated or unavailable, land development must await their installation or updating.

While all the above mentioned criteria were evaluated, only some of those determined to contribute to the blight and substandard conditions for the Study Area need be considered here, as follows:

(a) The Adler Tracts is internally served solely by substandard streets known as West Adler Drive. These streets are passible by vehicles, but without curb and gutter drainage and are

Study of Blight and Substandard Conditions

completely inadequate for the future development of the site. See photo _____. The undeveloped area within the City has no internal street system.

(b) The buildings in the Adler Tracts are primarily residential. All of the lots externally exhibit conditions of dilapidation and deterioration. These include out buildings and trailers. A majority of the buildings either appear or are assessed by the county as badly worn. See photos _____. The undeveloped area within the City has no structures.

Conclusion:

The results of the field survey of building conditions and a review of public records indicate that a majority of the structures have major deficiencies, are deteriorating and need rehabilitation. Due to this fact, a majority of all structures within the Study Area can be classified pursuant to the Act as being substandard. The existence of this level of substandard structures and improvements constitutes a reasonable presence of substandard conditions in this Study Area which inhibits the sound growth of the area within the City.

2. ***Age or Obsolescence***

A structure, whether it is a building or part of an infrastructure system, may be considered substandard even though it is not currently in such a dilapidated condition as to be unusable in its present circumstances. The age of a structure may indicate that its useful economic life is limited before expensive repairs or replacement become necessary. A structure may also be well suited for a past purpose, but be economically or functionally obsolete to support a modern use. As discussed above there are both permanent and temporary structures located in the Study Area. The infrastructure, while barely adequate to serve the Adler Tracts, is unsuited to any modern commercial or residential development. This inadequacy indicates both functional and economic obsolescence.

Conclusion:

The Act specifies that one of the elements of substandard condition is a predominance of older or obsolete structures. Therefore with a majority of the infrastructure and buildings meeting these criteria, the Study Area can be considered to be substandard by reasons of structure age and obsolescence.

3. Inadequate Provisions for Ventilation, Light, Air, Sanitation or Open Space

During the field survey conducted to determine building conditions, building and grounds conditions were also evaluated with regard to factors that present on-going negative conditions or impacts and thus contribute to the physical decline of any developed urban area. The lack of adequate ventilation, sun light, clean air, proper sanitation facilities and open space can be a contributing factor to the decline of any urban area and the presence of any or all of these in reasonable numbers or intensity is considered, under Act, to contribute to the substandard character of any urban area.

The survey did not reveal any appreciable problems with ventilation of structures or where the size of the building on the lot and / or the small lot size itself did contribute to situations where there is a lack of sunlight and lack of open space.

Conclusion:

The field investigation documented that there are no properties within the Study Area where the lack of adequate provisions for sunlight and open space contribute to the substandard factors of the Study Area.

4. Existence of Conditions which Endanger Life or Property by Fire or other Causes

The field survey indicated that there are conditions which endanger life or property to varying degrees within the Study Area. These include the deteriorating condition of many of the buildings and debris in the lots. This combination of old, and potentially or probable abandoned structures, presents a substantial potential for endangerment of life and property.

Conclusion:

A number of conditions which endanger life or property values (as further discussed in paragraph below) do now exist in this Study Area, and these conditions are sufficient in number and distribution to qualify as a substandard factor.

5. Any Combination of Factors which are conducive to Ill Health, Transmission of Disease, Infant Mortality, Juvenile Delinquency and Crime, and is Detrimental to the Public Health, Safety, Morals or Welfare

The above listed factors indicate substandard conditions that do exist in the Study Area. These conditions also present a real potential for detrimental effects on the safety and health of the citizens residing in or near the Study Area when two or more of the substandard conditions occur in the Area. An evaluation of the various combinations of substandard conditions listed above produced the following findings.

Conclusion:

The combination of these types of substandard factors in the Study Area significantly and negatively affects the population working and residing both in and outside the City. This impact on the population is sufficient to conclude that this combination of negative factors is in and of itself a substandard factor in this Study Area. The site conditions retard the development of the undeveloped portion of the Study Area which will continue to result in lower property and sales tax for the jurisdictions. New investment will not reasonably occur unless there is significant public assistance through the redevelopment authority. Considering its prominent location, a successful redevelopment effort is critical. Without redevelopment assistance, it is likely that the site will remain in its substandard or undeveloped condition.

Blighted Area Analysis

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

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

1. Presence of a Substantial Number of Deteriorated or Deteriorating Structures

Study of Blight and Substandard Conditions

As discussed in the previous analysis of the substandard factors, most of the structures in the Study Area are judged to be deteriorating. The deteriorated and inadequate road and drainage improvements described as substandard above also clearly fit within this definition. These continuing conditions and under-use of the property will lead to further deterioration and the consequent emergence of conditions that constitute an economic liability, which both endanger property and are detrimental to the public welfare.

Conclusion:

The presence of these substandard structures is a strong factor contributing to the conditions of blight.

2. Existence of Defective or Inadequate Street Layout

The deteriorated and inadequate road/drives discussed in the prior analysis as substandard do not provide adequate infrastructure for development. West Adler Drive consists as two distinct dead-ended drives separated by a drainage ditch. The drives do not have a publically dedicated turn around or connection that a public street or cul-de-sac is required to have. The undeveloped portion of the Study Area has no internal street system.

Conclusion:

The internal street layout is inadequate for any further development of the property.

3. Faulty Lot Layout in Relation to Size, Adequacy, Accessibility or Usefulness

The Study Area is platted.

Conclusion:

Redevelopment of the Adler Tracts may require some platting into urban commercial or residential lots, with additional internal rights-of-way.

4. Unsanitary and Unsafe Conditions

Study of Blight and Substandard Conditions

As discussed previously in the analysis of substandard factors, there are several instances within the Study Area where unsanitary and unsafe conditions exist. These include both attractive nuisances such as the open or abandoned structures.

Conclusion:

There are significant unsanitary and unsafe conditions that do, or reasonably will, exist to constitute a condition of blight.

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

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

The majority of the buildings in the Study Area appear to exceed forty (40) years in age. However a further inquiry of public records would be required to validate this observation.

Decreasing or Stable Population

The Study Area has displayed a stable or decreasing population between the last two decennial censuses. The portion of the Study Area within the City has had no population between the last two decennial censuses.

Income Level

The median income of the census tract is lower than the average median income of Scotts Bluff County and the average of the census tracts within the City.

Conclusion of Blighted and Substandard Analysis

Based on this analysis, the property within the Study Area meets the subjective criteria of both blighted and substandard conditions and displays the presence of at least two, and perhaps three, of the objective criteria required for a finding of blighted condition. The requirement of the Act is that at least one of these needs to be present.

Conformance with the Comprehensive Plan

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

- Is located in an area eligible for such declaration.
- Allows for incentives to keep the employment base and supporting commercial activity in an area currently served by major infrastructure. .
- Is located along an existing major arterial.
- Provides a financing tool for the development of a variety of additional housing units.

Blighted and Substandard Area Declaration

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

Submitted by:



Charles K. Bunker

EXHIBIT A2

Area to be Declared Blighted and Substandard, Study dated 20 April, 2015

Of the Study Area shown on Exhibit A1 of this report, the area within the City of Scottsbluff is eligible to be declared Blighted and Substandard.



City of Scottsbluff, Nebraska

Monday, May 4, 2015

Regular Meeting

Item Claims1

Regular claims

Staff Contact: Renae Griffiths, Finance Director



Expense Approval Report

By Vendor Name

Post Dates 4/21/2015 - 5/4/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00743 - 3M CENTER-TRAFFIC CONTROL					
Fund: 212 - TRANSPORTATION					
SUPP - BARRICADE TAPE	DEPARTMENT SUPPLIES				2,379.50
BARRICADE TAPE	DEPARTMENT SUPPLIES				780.00
Fund 212 - TRANSPORTATION Total:					3,159.50
Vendor 00743 - 3M CENTER-TRAFFIC CONTROL Total:					3,159.50
Vendor: 08144 - AE SERVICES, LLC					
Fund: 218 - PUBLIC SAFETY					
4th Avenue Tornado Siren repai...EQUIPMENT MAINTENANCE					325.00
Fund 218 - PUBLIC SAFETY Total:					325.00
Vendor 08144 - AE SERVICES, LLC Total:					325.00
Vendor: 00310 - ALAMAR CORP					
Fund: 111 - GENERAL					
EQUIP MAINT	EQUIPMENT MAINTENANCE				88.95
EQUIP MAINT	EQUIPMENT MAINTENANCE				147.96
UNIFORMS	UNIFORMS & CLOTHING				94.98
UNIFORMS	UNIFORMS & CLOTHING				158.48
Fund 111 - GENERAL Total:					490.37
Vendor 00310 - ALAMAR CORP Total:					490.37
Vendor: 03711 - AMAZON.COM HEADQUARTERS					
Fund: 111 - GENERAL					
Misc.	DEPARTMENT SUPPLIES				228.10
Misc.	AUDIOVISUAL SUPPLIES				234.04
Misc.	BOOKS				28.17
Fund 111 - GENERAL Total:					490.31
Vendor 03711 - AMAZON.COM HEADQUARTERS Total:					490.31
Vendor: 01986 - AULICK LEASING CORP					
Fund: 111 - GENERAL					
GRD MTC	GROUNDS MAINTENANCE				457.53
GRD MTC	GROUNDS MAINTENANCE				518.12
Fund 111 - GENERAL Total:					975.65
Vendor 01986 - AULICK LEASING CORP Total:					975.65
Vendor: 00241 - BAKER & ASSOCIATES INC					
Fund: 641 - WATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				3,757.32
Fund 641 - WATER Total:					3,757.32
Vendor 00241 - BAKER & ASSOCIATES INC Total:					3,757.32
Vendor: 00405 - BLUFFS SANITARY SUPPLY INC.					
Fund: 111 - GENERAL					
JANIT SUPPL	JANITORIAL SUPPLIES				25.14
JANIT SUPPL	JANITORIAL SUPPLIES				25.14
Jan sup	JANITORIAL SUPPLIES				163.13
Dept Supp	DEPARTMENT SUPPLIES				55.50
Fund 111 - GENERAL Total:					268.91
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				122.40
dept supplies	DEPARTMENT SUPPLIES				7.95
Fund 621 - ENVIRONMENTAL SERVICES Total:					130.35
Vendor 00405 - BLUFFS SANITARY SUPPLY INC. Total:					399.26

Expense Approval Report

Post Dates: 4/21/2015 - 5/4/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 06553 - BRUNZ, BRANDI					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				174.00
				Fund 111 - GENERAL Total:	174.00
				Vendor 06553 - BRUNZ, BRANDI Total:	174.00
Vendor: 07911 - CELLCO PARTNERSHIP					
Fund: 111 - GENERAL					
CELL PHONE	TELEPHONE				505.41
				Fund 111 - GENERAL Total:	505.41
				Vendor 07911 - CELLCO PARTNERSHIP Total:	505.41
Vendor: 00363 - CEMENTER'S INC					
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				164.78
				Fund 641 - WATER Total:	164.78
				Vendor 00363 - CEMENTER'S INC Total:	164.78
Vendor: 02396 - CITIBANK N.A.					
Fund: 111 - GENERAL					
UPS shipping AED battery	POSTAGE				10.35
UPS shipping - radio parts	POSTAGE				40.48
				Fund 111 - GENERAL Total:	50.83
Fund: 212 - TRANSPORTATION					
TIME CLOCK RIBBON	DEPARTMENT SUPPLIES				20.59
				Fund 212 - TRANSPORTATION Total:	20.59
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				65.69
				Fund 621 - ENVIRONMENTAL SERVICES Total:	65.69
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				190.95
				Fund 641 - WATER Total:	190.95
Fund: 661 - STORMWATER					
STRM WTR SUP	DEPARTMENT SUPPLIES				17.91
				Fund 661 - STORMWATER Total:	17.91
				Vendor 02396 - CITIBANK N.A. Total:	345.97
Vendor: 05859 - CITIBANK, N.A.					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				364.84
DEP SUP	DEPARTMENT SUPPLIES				119.96
DEP SUP	DEPARTMENT SUPPLIES				39.96
				Fund 111 - GENERAL Total:	524.76
Fund: 215 - SPECIAL PROJECTS					
EQUIP	DEPARTMENT SUPPLIES				329.00
				Fund 215 - SPECIAL PROJECTS Total:	329.00
				Vendor 05859 - CITIBANK, N.A. Total:	853.76
Vendor: 03010 - COLONIAL LIFE & ACCIDENT INSURANCE COMPANY					
Fund: 713 - CASH & INVESTMENT POOL					
Life & Dis Ins	LIFE INS EE PAYABLE				22.75
Life & Dis Ins	DIS INC INS EE PAYABLE				25.95
				Fund 713 - CASH & INVESTMENT POOL Total:	48.70
				Vendor 03010 - COLONIAL LIFE & ACCIDENT INSURANCE COMPANY Total:	48.70
Vendor: 08003 - COLORADO ASPHALT SERVICES, INC					
Fund: 212 - TRANSPORTATION					
1 LOAD COLD ASPHALT FOR PA...	STREET REPAIR SUPPLIES				3,572.13
				Fund 212 - TRANSPORTATION Total:	3,572.13
				Vendor 08003 - COLORADO ASPHALT SERVICES, INC Total:	3,572.13

Expense Approval Report

Post Dates: 4/21/2015 - 5/4/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00267 - CONTRACTORS MATERIALS INC.					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				35.47
DEP SUP	DEPARTMENT SUPPLIES				37.24
Fund 111 - GENERAL Total:					72.71
Fund: 212 - TRANSPORTATION					
SUPP - CHALK, MARKERS	DEPARTMENT SUPPLIES				20.77
SUPP - CRAYONS	DEPARTMENT SUPPLIES				25.87
SUPP - POSTS, TAPE	DEPARTMENT SUPPLIES				364.56
SUPP	DEPARTMENT SUPPLIES				176.40
SUPP	DEPARTMENT SUPPLIES				125.19
SUPP - BATTERIES	DEPARTMENT SUPPLIES				82.32
Fund 212 - TRANSPORTATION Total:					795.11
Vendor 00267 - CONTRACTORS MATERIALS INC. Total:					867.82
Vendor: 06564 - CREDIT MANAGEMENT SERVICES INC.					
Fund: 713 - CASH & INVESTMENT POOL					
Wage Attch	WAGE ATTACHMENT EE PAY				191.40
Fund 713 - CASH & INVESTMENT POOL Total:					191.40
Vendor 06564 - CREDIT MANAGEMENT SERVICES INC. Total:					191.40
Vendor: 07689 - CYNTHIA GREEN					
Fund: 111 - GENERAL					
DEPT SUPPL	DEPARTMENT SUPPLIES				94.95
DEPT SUP	DEPARTMENT SUPPLIES				14.97
Dept Supp	DEPARTMENT SUPPLIES				1.65
Dept Supp	DEPARTMENT SUPPLIES				21.78
Fund 111 - GENERAL Total:					133.35
Vendor 07689 - CYNTHIA GREEN Total:					133.35
Vendor: 03321 - DALE'S TIRE & RETREADING, INC.					
Fund: 111 - GENERAL					
EQP MTC	EQUIPMENT MAINTENANCE				24.29
EQP MTC	EQUIPMENT MAINTENANCE				142.64
EQP MTC	EQUIPMENT MAINTENANCE				22.29
Fund 111 - GENERAL Total:					189.22
Fund: 621 - ENVIRONMENTAL SERVICES					
vehicle mtnc	VEHICLE MAINTENANCE				28.50
Fund 621 - ENVIRONMENTAL SERVICES Total:					28.50
Vendor 03321 - DALE'S TIRE & RETREADING, INC. Total:					217.72
Vendor: 07421 - DUANE E. WOHLERS					
Fund: 621 - ENVIRONMENTAL SERVICES					
disposal fees	DISPOSAL FEES				800.00
disposal fees	DISPOSAL FEES				800.00
disposal fees	DISPOSAL FEES				800.00
Fund 621 - ENVIRONMENTAL SERVICES Total:					2,400.00
Vendor 07421 - DUANE E. WOHLERS Total:					2,400.00
Vendor: 05311 - ELXSI					
Fund: 631 - WASTEWATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				2,390.71
Fund 631 - WASTEWATER Total:					2,390.71
Vendor 05311 - ELXSI Total:					2,390.71
Vendor: 08362 - EMBASSY SUITES OMAHA-LA VISTA					
Fund: 631 - WASTEWATER					
SCHOOLS & CONF	SCHOOL & CONFERENCE				406.35
Fund 631 - WASTEWATER Total:					406.35
Vendor 08362 - EMBASSY SUITES OMAHA-LA VISTA Total:					406.35

Expense Approval Report

Post Dates: 4/21/2015 - 5/4/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 03950 - ENERGY LABORATORIES, INC					
Fund: 641 - WATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				844.00
CONTRACTUAL SVC	CONTRACTUAL SERVICES				1,758.00
CONTRACTUAL SVC	CONTRACTUAL SERVICES				1,758.00
CONTRACTUAL SVC	CONTRACTUAL SERVICES				1,768.00
Fund 641 - WATER Total:					6,128.00
Vendor 03950 - ENERGY LABORATORIES, INC Total:					6,128.00
Vendor: 01790 - ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC					
Fund: 631 - WASTEWATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				300.00
Fund 631 - WASTEWATER Total:					300.00
Vendor 01790 - ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC Total:					300.00
Vendor: 02460 - FASTENAL COMPANY					
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				24.78
DEPT SUP	DEPARTMENT SUPPLIES				1,983.50
Fund 631 - WASTEWATER Total:					2,008.28
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				32.86
Fund 641 - WATER Total:					32.86
Vendor 02460 - FASTENAL COMPANY Total:					2,041.14
Vendor: 00548 - FEDERAL EXPRESS CORPORATION					
Fund: 641 - WATER					
POSTAGE	POSTAGE				688.22
Fund 641 - WATER Total:					688.22
Vendor 00548 - FEDERAL EXPRESS CORPORATION Total:					688.22
Vendor: 00794 - FLOYD'S TRUCK CENTER, INC					
Fund: 212 - TRANSPORTATION					
FILTERS FOR D. TRUCK	VEHICLE MAINTENANCE				149.65
Vehicle maint	VEHICLE MAINTENANCE				-116.31
Fund 212 - TRANSPORTATION Total:					33.34
Fund: 621 - ENVIRONMENTAL SERVICES					
vehicle mtnc	VEHICLE MAINTENANCE				159.70
vehicle mtnc	VEHICLE MAINTENANCE				189.00
vehicle mtnc	VEHICLE MAINTENANCE				66.09
Fund 621 - ENVIRONMENTAL SERVICES Total:					414.79
Vendor 00794 - FLOYD'S TRUCK CENTER, INC Total:					448.13
Vendor: 00887 - FYR-TEK INC					
Fund: 111 - GENERAL					
SCBA part	EQUIPMENT MAINTENANCE				14.95
Fund 111 - GENERAL Total:					14.95
Vendor 00887 - FYR-TEK INC Total:					14.95
Vendor: 00016 - GARTON, LYNN					
Fund: 631 - WASTEWATER					
School/Conf	SCHOOL & CONFERENCE				7.00
Fund 631 - WASTEWATER Total:					7.00
Vendor 00016 - GARTON, LYNN Total:					7.00
Vendor: 00022 - GENERAL ELECTRIC CAPITAL CORPORATION					
Fund: 111 - GENERAL					
Department Supplies	DEPARTMENT SUPPLIES				1.97
Department Supplies	DEPARTMENT SUPPLIES				53.78
Department Supplies	DEPARTMENT SUPPLIES				21.94
Department Supplies	DEPARTMENT SUPPLIES				42.97
Dep. sup.	DEPARTMENT SUPPLIES				37.91

Expense Approval Report

Post Dates: 4/21/2015 - 5/4/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
DEP SUP	DEPARTMENT SUPPLIES				81.15
				Fund 111 - GENERAL Total:	239.72
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				111.45
				Fund 621 - ENVIRONMENTAL SERVICES Total:	111.45
Fund: 631 - WASTEWATER					
VEHICLE MAINT	VEHICLE MAINTENANCE				135.42
				Fund 631 - WASTEWATER Total:	135.42
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				42.74
				Fund 641 - WATER Total:	42.74
				Vendor 00022 - GENERAL ELECTRIC CAPITAL CORPORATION Total:	529.33
Vendor: 06671 - H D SUPPLY WATERWORKS LTD					
Fund: 641 - WATER					
METERS	METERS				57,425.76
				Fund 641 - WATER Total:	57,425.76
				Vendor 06671 - H D SUPPLY WATERWORKS LTD Total:	57,425.76
Vendor: 04371 - HAWKINS, INC.					
Fund: 641 - WATER					
CHEMICALS	CHEMICALS				2,273.90
CHEMICALS	CHEMICALS				1,661.10
				Fund 641 - WATER Total:	3,935.00
				Vendor 04371 - HAWKINS, INC. Total:	3,935.00
Vendor: 04299 - HD SUPPLY FACILITIES MAINTENANCE LTD					
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				3,544.92
				Fund 641 - WATER Total:	3,544.92
				Vendor 04299 - HD SUPPLY FACILITIES MAINTENANCE LTD Total:	3,544.92
Vendor: 00861 - HEILBRUN'S INC.					
Fund: 111 - GENERAL					
EQP MTC	EQUIPMENT MAINTENANCE				5.48
DEP SUP	DEPARTMENT SUPPLIES				16.00
Oil and filters for Engine 1 & 2	VEHICLE MAINTENANCE				238.60
				Fund 111 - GENERAL Total:	260.08
Fund: 212 - TRANSPORTATION					
PARTS	VEHICLE MAINTENANCE				25.66
FILTERS	EQUIPMENT MAINTENANCE				51.95
BATTERY FOR ENG. ANALYZER	EQUIPMENT MAINTENANCE				69.99
FILTERS	VEHICLE MAINTENANCE				144.46
PARTS - BUSHINGS	VEHICLE MAINTENANCE				30.58
SUPP - HOSE REEL, ADPTRS	DEPARTMENT SUPPLIES				212.31
PARTS - RELAY	VEHICLE MAINTENANCE				23.98
SUPP	DEPARTMENT SUPPLIES				4.63
SUPP	DEPARTMENT SUPPLIES				10.99
SUPP	DEPARTMENT SUPPLIES				55.67
SUPP - ADPTRS	DEPARTMENT SUPPLIES				4.55
FILTERS FOR TRACTOR	EQUIPMENT MAINTENANCE				45.26
				Fund 212 - TRANSPORTATION Total:	680.03
				Vendor 00861 - HEILBRUN'S INC. Total:	940.11
Vendor: 00105 - HENKEL'S MACHINE AND WELDING					
Fund: 621 - ENVIRONMENTAL SERVICES					
equip mtnc	EQUIPMENT MAINTENANCE				1,709.37
				Fund 621 - ENVIRONMENTAL SERVICES Total:	1,709.37
				Vendor 00105 - HENKEL'S MACHINE AND WELDING Total:	1,709.37

Expense Approval Report

Post Dates: 4/21/2015 - 5/4/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 09368 - HODGES, JOSHUA H					
Fund: 111 - GENERAL					
CON SRV	CONTRACTUAL SERVICES				200.00
Fund 111 - GENERAL Total:					200.00
Vendor 09368 - HODGES, JOSHUA H Total:					200.00
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					
Dept Supp	DEPARTMENT SUPPLIES				44.23
Dept Supp	DEPARTMENT SUPPLIES				45.98
Fund 111 - GENERAL Total:					90.21
Fund: 212 - TRANSPORTATION					
SUPP	DEPARTMENT SUPPLIES				43.53
SUPP	DEPARTMENT SUPPLIES				20.00
SUPP	DEPARTMENT SUPPLIES				205.20
Fund 212 - TRANSPORTATION Total:					268.73
Fund: 641 - WATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				28.64
Fund 641 - WATER Total:					28.64
Vendor 00525 - IDEAL LAUNDRY AND CLEANERS, INC. Total:					387.58
Vendor: 00937 - INDEPENDENT PLUMBING AND HEATING, INC					
Fund: 111 - GENERAL					
GRD MTC	GROUNDS MAINTENANCE				9.00
Fund 111 - GENERAL Total:					9.00
Vendor 00937 - INDEPENDENT PLUMBING AND HEATING, INC Total:					9.00
Vendor: 09291 - INGRAM LIBRARY SERVICES INC					
Fund: 211 - REGIONAL LIBRARY					
Bks	BOOKS				40.68
Bks	BOOKS				58.69
Fund 211 - REGIONAL LIBRARY Total:					99.37
Vendor 09291 - INGRAM LIBRARY SERVICES INC Total:					99.37
Vendor: 00733 - INLAND TRUCK PARTS & SERVICE					
Fund: 621 - ENVIRONMENTAL SERVICES					
vehicle mtnc	VEHICLE MAINTENANCE				53.39
Fund 621 - ENVIRONMENTAL SERVICES Total:					53.39
Vendor 00733 - INLAND TRUCK PARTS & SERVICE Total:					53.39
Vendor: 09429 - IN-SITU, INC					
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				82.95
Fund 641 - WATER Total:					82.95
Vendor 09429 - IN-SITU, INC Total:					82.95
Vendor: 08154 - INTERNAL REVENUE SERVICE					
Fund: 713 - CASH & INVESTMENT POOL					
Fed Withholding	MEDICARE W/H EE PAYABLE				3,649.96
Fed Withholding	FICA W/H EE PAYABLE				13,518.34
Fed Withholding	FED W/H EE PAYABLE				25,276.24
Fed Withholding	MEDICARE W/H ER PAYABLE				3,649.96
Fed Withholding	FICA W/H ER PAYABLE				13,518.34
Fund 713 - CASH & INVESTMENT POOL Total:					59,612.84
Vendor 08154 - INTERNAL REVENUE SERVICE Total:					59,612.84

Expense Approval Report

Post Dates: 4/21/2015 - 5/4/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 08525 - INTRALINKS, INC					
Fund: 111 - GENERAL					
DEPT SUPPLIES	DEPARTMENT SUPPLIES				225.00
DEPT SUPPLIES	DEPARTMENT SUPPLIES				1,389.07
DEPT SUPPLIES	DEPARTMENT SUPPLIES				637.34
Fund 111 - GENERAL Total:					2,251.41
Vendor 08525 - INTRALINKS, INC Total:					2,251.41
Vendor: 05696 - INVENTIVE WIRELESS OF NE, LLC					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				54.95
DEP SUP	DEPARTMENT SUPPLIES				8.00
Fund 111 - GENERAL Total:					62.95
Vendor 05696 - INVENTIVE WIRELESS OF NE, LLC Total:					62.95
Vendor: 00192 - J G ELLIOTT CO.INC.					
Fund: 111 - GENERAL					
Annual Volunteer Insurance	VOLUNTEER FIREMAN				2,213.00
DEPT BOND & SUP	DEPARTMENT SUPPLIES				40.00
DEPT BOND & SUP	BONDING				100.00
Fund 111 - GENERAL Total:					2,353.00
Vendor 00192 - J G ELLIOTT CO.INC. Total:					2,353.00
Vendor: 06131 - JOHN DEERE FINANCIAL					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				73.90
DEP SUP	DEPARTMENT SUPPLIES				59.94
EQP MTC	EQUIPMENT MAINTENANCE				26.48
Fund 111 - GENERAL Total:					160.32
Fund: 212 - TRANSPORTATION					
RAIN JACKET	UNIFORMS & CLOTHING				19.99
SUPP	DEPARTMENT SUPPLIES				17.99
Fund 212 - TRANSPORTATION Total:					37.98
Vendor 06131 - JOHN DEERE FINANCIAL Total:					198.30
Vendor: 08067 - JOHN DEERE FINANCIAL					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				174.36
BLD MTC	BUILDING MAINTENANCE				1.49
BLD MTC	BUILDING MAINTENANCE				9.99
EQP MTC	EQUIPMENT MAINTENANCE				42.99
EQP MTC	EQUIPMENT MAINTENANCE				5.49
DEP SUP	DEPARTMENT SUPPLIES				99.99
Fund 111 - GENERAL Total:					334.31
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				7.37
Fund 641 - WATER Total:					7.37
Vendor 08067 - JOHN DEERE FINANCIAL Total:					341.68
Vendor: 09474 - JOHN DEERE FINANCIAL					
Fund: 111 - GENERAL					
EQP MTC	EQUIPMENT MAINTENANCE				2.42
EQP MTC	EQUIPMENT MAINTENANCE				997.28
EQP MTC	EQUIPMENT MAINTENANCE				20.17
Fund 111 - GENERAL Total:					1,019.87
Vendor 09474 - JOHN DEERE FINANCIAL Total:					1,019.87

Expense Approval Report

Post Dates: 4/21/2015 - 5/4/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 01048 - JULIUS D KONCABA					
Fund: 641 - WATER					
VEHICLE MAINT	CONTRACTUAL SERVICES				3,344.68
				Fund 641 - WATER Total:	3,344.68
				Vendor 01048 - JULIUS D KONCABA Total:	3,344.68
Vendor: 00639 - KRIZ-DAVIS COMPANY					
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				11.67
				Fund 631 - WASTEWATER Total:	11.67
				Vendor 00639 - KRIZ-DAVIS COMPANY Total:	11.67
Vendor: 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT					
Fund: 111 - GENERAL					
VEHICLE INS.	VEHICLE INSURANCE				211.51
				Fund 111 - GENERAL Total:	211.51
				Vendor 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT Total:	211.51
Vendor: 00242 - M.C. SCHAFF & ASSOCIATES, INC					
Fund: 111 - GENERAL					
DEPT CNTRCL SRVCS	CONTRACTUAL SERVICES				1,300.00
				Fund 111 - GENERAL Total:	1,300.00
Fund: 212 - TRANSPORTATION					
ENG. SERVICES FOR CHIP SEAL ... STREET PROJECTS					29,051.00
ENG. SERVICES FOR 27TH & 2ND..STREET PROJECTS					3,890.00
				Fund 212 - TRANSPORTATION Total:	32,941.00
Fund: 641 - WATER					
WATER MAIN PROJECT	ENGINEERING/DESIGN				12,957.50
				Fund 641 - WATER Total:	12,957.50
				Vendor 00242 - M.C. SCHAFF & ASSOCIATES, INC Total:	47,198.50
Vendor: 06160 - MADER, PERRY					
Fund: 111 - GENERAL					
SCH CON	SCHOOL & CONFERENCE				686.83
				Fund 111 - GENERAL Total:	686.83
				Vendor 06160 - MADER, PERRY Total:	686.83
Vendor: 07838 - MAILFINANCE INC					
Fund: 111 - GENERAL					
Equip Lease	RENT-MACHINES				106.76
Rntl- pstg	RENT-MACHINES				345.00
				Fund 111 - GENERAL Total:	451.76
				Vendor 07838 - MAILFINANCE INC Total:	451.76
Vendor: 03221 - MAIN STREET APPLIANCE					
Fund: 111 - GENERAL					
maytag dishwasher	DEPARTMENT SUPPLIES				600.00
gear washing machine	DEPARTMENT SUPPLIES				950.00
				Fund 111 - GENERAL Total:	1,550.00
				Vendor 03221 - MAIN STREET APPLIANCE Total:	1,550.00
Vendor: 00336 - MARIE'S EMBROIDERY					
Fund: 111 - GENERAL					
UNIFORMS	UNIFORMS & CLOTHING				22.00
				Fund 111 - GENERAL Total:	22.00
				Vendor 00336 - MARIE'S EMBROIDERY Total:	22.00
Vendor: 05586 - MATT FRIEND TRUCK EQUIPMENT, INC					
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				1,602.32
				Fund 641 - WATER Total:	1,602.32
				Vendor 05586 - MATT FRIEND TRUCK EQUIPMENT, INC Total:	1,602.32

Expense Approval Report

Post Dates: 4/21/2015 - 5/4/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 07628 - MENARDS, INC					
Fund: 111 - GENERAL					
Department Supplies	DEPARTMENT SUPPLIES				13.74
DEP SUP	DEPARTMENT SUPPLIES				219.72
BLD MTC	BUILDING MAINTENANCE				135.00
DEP SUP	DEPARTMENT SUPPLIES				16.97
Department Supplies	DEPARTMENT SUPPLIES				2.57
BLD MTC	BUILDING MAINTENANCE				7.99
Department Supplies	DEPARTMENT SUPPLIES				9.19
Department Supplies	DEPARTMENT SUPPLIES				3.49
Department Supplies	DEPARTMENT SUPPLIES				19.48
BLD MTC	BUILDING MAINTENANCE				228.46
VEH MTC	VEHICLE MAINTENANCE				-110.00
Fund 111 - GENERAL Total:					546.61
Fund: 212 - TRANSPORTATION					
SUPP	DEPARTMENT SUPPLIES				65.98
Fund 212 - TRANSPORTATION Total:					65.98
Fund: 213 - CEMETERY					
DEP SUP	DEPARTMENT SUPPLIES				24.72
Fund 213 - CEMETERY Total:					24.72
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				61.99
Fund 621 - ENVIRONMENTAL SERVICES Total:					61.99
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				5.86
Fund 631 - WASTEWATER Total:					5.86
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				21.34
DEPT SUP	DEPARTMENT SUPPLIES				322.50
DEPT SUP	DEPARTMENT SUPPLIES				78.09
Fund 641 - WATER Total:					421.93
Vendor 07628 - MENARDS, INC Total:					1,127.09
Vendor: 07253 - MICHAEL B KEMBEL					
Fund: 212 - TRANSPORTATION					
REPAIR DOOR ON TRANS. SHOP	BUILDING MAINTENANCE				105.40
Fund 212 - TRANSPORTATION Total:					105.40
Vendor 07253 - MICHAEL B KEMBEL Total:					105.40
Vendor: 00705 - MIDLANDS NEWSPAPERS, INC					
Fund: 216 - BUSINESS IMPROVEMENT					
Legal Pub	LEGAL PUBLICATIONS				16.79
Fund 216 - BUSINESS IMPROVEMENT Total:					16.79
Vendor 00705 - MIDLANDS NEWSPAPERS, INC Total:					16.79
Vendor: 06145 - MIDWEST MOTOR SUPPLY CO INC					
Fund: 212 - TRANSPORTATION					
SUPP	DEPARTMENT SUPPLIES				328.32
Fund 212 - TRANSPORTATION Total:					328.32
Vendor 06145 - MIDWEST MOTOR SUPPLY CO INC Total:					328.32
Vendor: 08962 - MIKE WARREN					
Fund: 212 - TRANSPORTATION					
OIL TANK, AIR PUMP, HOSE REEL	DEPARTMENT SUPPLIES				3,526.66
Fund 212 - TRANSPORTATION Total:					3,526.66
Vendor 08962 - MIKE WARREN Total:					3,526.66

Expense Approval Report

Post Dates: 4/21/2015 - 5/4/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00844 - MIRACLE RECREATION EQUIPMENT					
Fund: 111 - GENERAL					
GRD MTC	GROUNDS MAINTENANCE				697.98
				Fund 111 - GENERAL Total:	697.98
				Vendor 00844 - MIRACLE RECREATION EQUIPMENT Total:	697.98
Vendor: 08967 - MONUMENT PREVENTION COALITION					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				939.94
				Fund 111 - GENERAL Total:	939.94
				Vendor 08967 - MONUMENT PREVENTION COALITION Total:	939.94
Vendor: 04791 - MUNICIPAL PIPE SERVICES, INC.					
Fund: 641 - WATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				400.00
				Fund 641 - WATER Total:	400.00
				Vendor 04791 - MUNICIPAL PIPE SERVICES, INC. Total:	400.00
Vendor: 04082 - NE CHILD SUPPORT PAYMENT CENTER					
Fund: 713 - CASH & INVESTMENT POOL					
NE CHILD SUPPORT PYBLE	CHILD SUPPORT EE PAY				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: 111 - GENERAL					
Sales Tax	SALES TAX PAYABLE				174.96
				Fund 111 - GENERAL Total:	174.96
Fund: 641 - WATER					
Sales Tax	SALES TAX PAYABLE				16,648.81
Sales Tax	SALES TAX PAYABLE				9,292.65
				Fund 641 - WATER Total:	25,941.46
Fund: 661 - STORMWATER					
Sales Tax	SALES TAX PAYABLE				247.23
				Fund 661 - STORMWATER Total:	247.23
Fund: 713 - CASH & INVESTMENT POOL					
St Income Tax W/H	STATE W/H EE PAYABLE				17,934.70
Wage Attch	WAGE ATTACHMENT EE PAY				50.00
				Fund 713 - CASH & INVESTMENT POOL Total:	17,984.70
				Vendor 00797 - NE DEPT OF REVENUE Total:	44,348.35
Vendor: 01156 - NE LIBRARY COMMISSION					
Fund: 111 - GENERAL					
Db rnwl	SUBSCRIPTIONS				1,732.50
				Fund 111 - GENERAL Total:	1,732.50
				Vendor 01156 - NE LIBRARY COMMISSION Total:	1,732.50
Vendor: 05373 - NEBRASKA SAFETY & FIRE EQUIPEMENT INC.					
Fund: 212 - TRANSPORTATION					
CHECK FIRE EXTINGISHERS	EQUIPMENT MAINTENANCE				175.00
FIRE EXTINGUISHER INSPECTION	EQUIPMENT MAINTENANCE				266.00
				Fund 212 - TRANSPORTATION Total:	441.00
				Vendor 05373 - NEBRASKA SAFETY & FIRE EQUIPEMENT INC. Total:	441.00
Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT					
Fund: 631 - WASTEWATER					
Electric	ELECTRIC POWER				14,073.87
				Fund 631 - WASTEWATER Total:	14,073.87

Expense Approval Report

Post Dates: 4/21/2015 - 5/4/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 641 - WATER					
Electric	ELECTRIC POWER				6,095.18
				Fund 641 - WATER Total:	6,095.18
				Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:	20,169.05
Vendor: 09413 - NEOPOST					
Fund: 111 - GENERAL					
POSTAGE	POSTAGE				300.00
				Fund 111 - GENERAL Total:	300.00
				Vendor 09413 - NEOPOST Total:	300.00
Vendor: 09487 - NEWMAN, TIMOTHY					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				33.00
				Fund 111 - GENERAL Total:	33.00
				Vendor 09487 - NEWMAN, TIMOTHY Total:	33.00
Vendor: 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF					
Fund: 111 - GENERAL					
GND MTC	GROUNDS MAINTENANCE				79.78
BLD MTC	BUILDING MAINTENANCE				54.43
				Fund 111 - GENERAL Total:	134.21
Fund: 212 - TRANSPORTATION					
SUPP	DEPARTMENT SUPPLIES				50.40
				Fund 212 - TRANSPORTATION Total:	50.40
				Vendor 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF Total:	184.61
Vendor: 01757 - OCLC ONLINE COMPUTER LIBRARY CENTER, INC					
Fund: 111 - GENERAL					
Cont. srvc	CONTRACTUAL SERVICES				300.85
				Fund 111 - GENERAL Total:	300.85
				Vendor 01757 - OCLC ONLINE COMPUTER LIBRARY CENTER, INC Total:	300.85
Vendor: 00285 - OREGON TRAIL PLUMBING, HEATING & COOLING INC					
Fund: 111 - GENERAL					
EQP MTC	EQUIPMENT MAINTENANCE				700.00
Contrctl	CONTRACTUAL SERVICES				75.00
				Fund 111 - GENERAL Total:	775.00
				Vendor 00285 - OREGON TRAIL PLUMBING, HEATING & COOLING INC Total:	775.00
Vendor: 02382 - PAIR-A-DICE PROPERTIES VI, LLC					
Fund: 111 - GENERAL					
room for miller grant IJ meeting	SCHOOL & CONFERENCE				83.00
SCHOOLS & CONF	SCHOOL & CONFERENCE				83.00
				Fund 111 - GENERAL Total:	166.00
				Vendor 02382 - PAIR-A-DICE PROPERTIES VI, LLC Total:	166.00
Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC					
Fund: 641 - WATER					
SAMPLES	SAMPLES				92.00
SAMPLES	SAMPLES				72.00
				Fund 641 - WATER Total:	164.00
				Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:	164.00
Vendor: 00017 - PANHANDLE HUMANE SOCIETY					
Fund: 111 - GENERAL					
Contract	CONTRACTUAL SERVICES				4,964.31
				Fund 111 - GENERAL Total:	4,964.31
				Vendor 00017 - PANHANDLE HUMANE SOCIETY Total:	4,964.31

Expense Approval Report

Post Dates: 4/21/2015 - 5/4/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 04494 - PAUL REED CONSTRUCTION & SUPPLY, INC					
Fund: 212 - TRANSPORTATION					
CRUSHED CONCRETE	STREET REPAIR SUPPLIES				371.84
				Fund 212 - TRANSPORTATION Total:	371.84
				Vendor 04494 - PAUL REED CONSTRUCTION & SUPPLY, INC Total:	371.84
Vendor: 01276 - PLATTE VALLEY BANK					
Fund: 713 - CASH & INVESTMENT POOL					
HSA	HSA EE PAYABLE				12,193.98
HSA	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				139.84
Postage	POSTAGE				120.06
				Fund 621 - ENVIRONMENTAL SERVICES Total:	259.90
Fund: 631 - WASTEWATER					
Postage	POSTAGE				139.84
Postage	POSTAGE				120.06
				Fund 631 - WASTEWATER Total:	259.90
Fund: 641 - WATER					
Postage	POSTAGE				139.84
Postage	POSTAGE				120.06
				Fund 641 - WATER Total:	259.90
				Vendor 00272 - POSTMASTER Total:	779.70
Vendor: 00796 - POWERPLAN					
Fund: 111 - GENERAL					
EQP MTC	EQUIPMENT MAINTENANCE				2,524.18
				Fund 111 - GENERAL Total:	2,524.18
				Vendor 00796 - POWERPLAN Total:	2,524.18
Vendor: 09251 - PUBLIC AGENCY TRAINING COUNCIL					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				990.00
				Fund 111 - GENERAL Total:	990.00
				Vendor 09251 - PUBLIC AGENCY TRAINING COUNCIL Total:	990.00
Vendor: 00266 - QUILL CORP					
Fund: 111 - GENERAL					
DEPT SUPPL	DEPARTMENT SUPPLIES				119.72
DEPT SUPPL	DEPARTMENT SUPPLIES				33.99
DEPT SUPPL	DEPARTMENT SUPPLIES				31.30
DEPT SUPPL	DEPARTMENT SUPPLIES				50.00
INVEST SUPPL	INVESTIGATION SUPPLIES				74.90
INVEST SUPPL	INVESTIGATION SUPPLIES				64.90
				Fund 111 - GENERAL Total:	374.81
				Vendor 00266 - QUILL CORP Total:	374.81
Vendor: 06780 - RAILROAD MANAGEMENT CO III, LLC					
Fund: 641 - WATER					
RENT-LAND	RENT-LAND				160.78
				Fund 641 - WATER Total:	160.78
				Vendor 06780 - RAILROAD MANAGEMENT CO III, LLC Total:	160.78

Expense Approval Report

Post Dates: 4/21/2015 - 5/4/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 09496 - RAINBOW GROUP, LLC					
Fund: 111 - GENERAL					
GRD MTC	GROUNDS MAINTENANCE				2,850.00
				Fund 111 - GENERAL Total:	2,850.00
				Vendor 09496 - RAINBOW GROUP, LLC Total:	2,850.00
Vendor: 01502 - REAMS SPRINKLER SUPPLY CO.					
Fund: 111 - GENERAL					
GRD MTC	GROUNDS MAINTENANCE				170.17
				Fund 111 - GENERAL Total:	170.17
				Vendor 01502 - REAMS SPRINKLER SUPPLY CO. Total:	170.17
Vendor: 04089 - REGIONAL CARE INC					
Fund: 812 - HEALTH INSURANCE					
Flex Claim	FLEXIBLE BENFT EXPENSES				378.00
INS. PREMIUM	PREMIUM EXPENSE				38,371.82
Med Clm	CLAIMS EXPENSE				10,628.00
Flex Clm	FLEXIBLE BENFT EXPENSES				406.00
Medical Clm	CLAIMS EXPENSE				13,212.34
				Fund 812 - HEALTH INSURANCE Total:	62,996.16
				Vendor 04089 - REGIONAL CARE INC Total:	62,996.16
Vendor: 02068 - ROHRER, JOSEPH					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				174.00
				Fund 111 - GENERAL Total:	174.00
				Vendor 02068 - ROHRER, JOSEPH Total:	174.00
Vendor: 00366 - ROOSEVELT PUBLIC POWER DISTRICT					
Fund: 641 - WATER					
Electric	ELECTRIC POWER				1,763.21
				Fund 641 - WATER Total:	1,763.21
				Vendor 00366 - ROOSEVELT PUBLIC POWER DISTRICT Total:	1,763.21
Vendor: 00564 - RUSCH'S GENERAL CONTRACTING, LLC					
Fund: 631 - WASTEWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				5,048.00
				Fund 631 - WASTEWATER Total:	5,048.00
				Vendor 00564 - RUSCH'S GENERAL CONTRACTING, LLC Total:	5,048.00
Vendor: 00026 - S M E C					
Fund: 713 - CASH & INVESTMENT POOL					
Emp Deductions	SMEC EE PAYABLE				238.00
				Fund 713 - CASH & INVESTMENT POOL Total:	238.00
				Vendor 00026 - S M E C Total:	238.00
Vendor: 00257 - SANDBERG IMPLEMENT, INC					
Fund: 111 - GENERAL					
EQP MTC	EQUIPMENT MAINTENANCE				68.18
EQP MTC	EQUIPMENT MAINTENANCE				116.02
				Fund 111 - GENERAL Total:	184.20
Fund: 212 - TRANSPORTATION					
PARTS	EQUIPMENT MAINTENANCE				59.37
PARTS FOR CONCRETE SAW	EQUIPMENT MAINTENANCE				37.10
				Fund 212 - TRANSPORTATION Total:	96.47
				Vendor 00257 - SANDBERG IMPLEMENT, INC Total:	280.67
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

Expense Approval Report

Post Dates: 4/21/2015 - 5/4/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION					
Fund: 713 - CASH & INVESTMENT POOL					
POLICE EE DUES	POL UNION DUES EE PAY				600.00
Fund 713 - CASH & INVESTMENT POOL Total:					600.00
Vendor 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION Total:					600.00
Vendor: 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC					
Fund: 111 - GENERAL					
UNF CTH	UNIFORMS & CLOTHING				42.00
DEP SUP	DEPARTMENT SUPPLIES				64.00
Fund 111 - GENERAL Total:					106.00
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				420.00
Fund 621 - ENVIRONMENTAL SERVICES Total:					420.00
Vendor 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC Total:					526.00
Vendor: 00108 - SCOTTSBLUFF WINNELSON COMPANY					
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				71.69
Fund 641 - WATER Total:					71.69
Vendor 00108 - SCOTTSBLUFF WINNELSON COMPANY Total:					71.69
Vendor: 00684 - SHERIFF'S OFFICE					
Fund: 111 - GENERAL					
Legal Fees	LEGAL FEES				218.26
Fund 111 - GENERAL Total:					218.26
Vendor 00684 - SHERIFF'S OFFICE Total:					218.26
Vendor: 00786 - SHERWIN WILLIAMS					
Fund: 111 - GENERAL					
BLD MTC	BUILDING MAINTENANCE				98.88
Fund 111 - GENERAL Total:					98.88
Vendor 00786 - SHERWIN WILLIAMS Total:					98.88
Vendor: 01031 - SIMON CONTRACTORS					
Fund: 212 - TRANSPORTATION					
CONCRETE FOR PARKING LOT #...	STREET MAINTENANCE				981.00
CONCRETE FOR PARKING LOT #...	STREET MAINTENANCE				817.50
CONCRETE	STREET MAINTENANCE				408.00
CONCRETE FOR PARKING LOT #...	STREET MAINTENANCE				612.00
CONCRETE	STREET MAINTENANCE				433.50
ROAD GRAVEL	STREET REPAIR SUPPLIES				160.64
CONCRETE	STREET MAINTENANCE				682.50
CONCRETE	STREET MAINTENANCE				981.00
CONCRETE	STREET MAINTENANCE				981.00
CONCRETE	STREET MAINTENANCE				214.00
CONCRETE	STREET MAINTENANCE				262.50
Fund 212 - TRANSPORTATION Total:					6,533.64
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				137.34
DEPT SUP	DEPARTMENT SUPPLIES				1,962.00
DEPT SUP	DEPARTMENT SUPPLIES				761.25
DEPT SUP	DEPARTMENT SUPPLIES				53.29
Fund 641 - WATER Total:					2,913.88
Vendor 01031 - SIMON CONTRACTORS Total:					9,447.52
Vendor: 08061 - SIMON CONTRACTORS					
Fund: 213 - CEMETERY					
DEP SUP	DEPARTMENT SUPPLIES				472.50
Fund 213 - CEMETERY Total:					472.50
Vendor 08061 - SIMON CONTRACTORS Total:					472.50

Expense Approval Report

Post Dates: 4/21/2015 - 5/4/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00513 - SNELL SERVICES INC.					
Fund: 111 - GENERAL					
ELC MTC	ELECTRICAL MAINTENANCE				105.00
				Fund 111 - GENERAL Total:	105.00
				Vendor 00513 - SNELL SERVICES INC. Total:	105.00
Vendor: 00269 - SOURCE GAS					
Fund: 111 - GENERAL					
Monthly Energy Fuel	HEATING FUEL				153.70
Monthly Energy Fuel	HEATING FUEL				82.79
Monthly Energy Fuel	HEATING FUEL				33.74
Monthly Energy Fuel	HEATING FUEL				82.80
Monthly Energy Fuel	HEATING FUEL				102.35
Monthly Energy Fuel	HEATING FUEL				245.18
Monthly Energy Fuel	HEATING FUEL				82.70
				Fund 111 - GENERAL Total:	783.26
Fund: 212 - TRANSPORTATION					
Monthly Energy Fuel	HEATING FUEL				910.87
				Fund 212 - TRANSPORTATION Total:	910.87
Fund: 621 - ENVIRONMENTAL SERVICES					
Monthly Energy Fuel	HEATING FUEL				280.89
				Fund 621 - ENVIRONMENTAL SERVICES Total:	280.89
Fund: 641 - WATER					
Monthly Energy Fuel	HEATING FUEL				151.47
				Fund 641 - WATER Total:	151.47
				Vendor 00269 - SOURCE GAS Total:	2,126.49
Vendor: 09039 - SPECIAL INVESTIGATIONS					
Fund: 111 - GENERAL					
ALC COMPL CKS	CONTRACTUAL SERVICES				400.00
				Fund 111 - GENERAL Total:	400.00
				Vendor 09039 - SPECIAL INVESTIGATIONS Total:	400.00
Vendor: 08025 - SPENCER MCMURTRY					
Fund: 111 - GENERAL					
GRD MTC	GROUNDS MAINTENANCE				245.88
				Fund 111 - GENERAL Total:	245.88
				Vendor 08025 - SPENCER MCMURTRY Total:	245.88
Vendor: 01235 - STATE OF NE.					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				105.00
CONTRACTUAL	CONTRACTUAL SERVICES				105.00
CONTRACTUAL	CONTRACTUAL SERVICES				105.00
CONTRACTUAL	CONTRACTUAL SERVICES				105.00
				Fund 111 - GENERAL Total:	420.00
				Vendor 01235 - STATE OF NE. Total:	420.00
Vendor: 00404 - STATE OF NEBR					
Fund: 111 - GENERAL					
TELEPHONE	TELEPHONE				7.34
				Fund 111 - GENERAL Total:	7.34
				Vendor 00404 - STATE OF NEBR Total:	7.34
Vendor: 01366 - STRAUB, ROBERT					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				48.00
				Fund 111 - GENERAL Total:	48.00
				Vendor 01366 - STRAUB, ROBERT Total:	48.00

Expense Approval Report

Post Dates: 4/21/2015 - 5/4/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 09346 - SUHOR INDUSTRIES, INC.					
Fund: 213 - CEMETERY					
DEP SUP	DEPARTMENT SUPPLIES				110.00
Fund 213 - CEMETERY Total:					110.00
Vendor 09346 - SUHOR INDUSTRIES, INC. Total:					110.00
Vendor: 09499 - THOMAS HINDS					
Fund: 111 - GENERAL					
Witness Fees	LEGAL FEES				23.45
Fund 111 - GENERAL Total:					23.45
Vendor 09499 - THOMAS HINDS Total:					23.45
Vendor: 00674 - THOMPSON PUBLISHING GROUP INC					
Fund: 111 - GENERAL					
SUBSCRIPTION	SUBSCRIPTIONS				536.99
Fund 111 - GENERAL Total:					536.99
Vendor 00674 - THOMPSON PUBLISHING GROUP INC Total:					536.99
Vendor: 09498 - TIM COPELAND					
Fund: 111 - GENERAL					
Witness Fees	LEGAL FEES				23.45
Fund 111 - GENERAL Total:					23.45
Vendor 09498 - TIM COPELAND Total:					23.45
Vendor: 09076 - TORRINGTON SOD FARMS					
Fund: 111 - GENERAL					
GRD MTC	GROUNDS MAINTENANCE				665.80
GRD MTC	GROUNDS MAINTENANCE				-100.00
Fund 111 - GENERAL Total:					565.80
Vendor 09076 - TORRINGTON SOD FARMS Total:					565.80
Vendor: 07814 - TOTAL FUNDS BY HASLER					
Fund: 111 - GENERAL					
Pstg	POSTAGE				500.00
Fund 111 - GENERAL Total:					500.00
Vendor 07814 - TOTAL FUNDS BY HASLER Total:					500.00
Vendor: 08887 - UPSTART ENTERPRISES, LLC					
Fund: 111 - GENERAL					
DEPT SUPPL	DEPARTMENT SUPPLIES				135.94
DEPT SUPPL	DEPARTMENT SUPPLIES				31.00
DEPT SUPPL	DEPARTMENT SUPPLIES				150.86
Fund 111 - GENERAL Total:					317.80
Vendor 08887 - UPSTART ENTERPRISES, LLC Total:					317.80
Vendor: 08828 - US BANK					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				189.64
GASOLINE	GASOLINE				36.20
SCHOOLS & CONF	SCHOOL & CONFERENCE				166.00
Sbscrp	SUBSCRIPTIONS				96.23
Dep sup	DEPARTMENT SUPPLIES				194.00
Fund 111 - GENERAL Total:					682.07
Vendor 08828 - US BANK Total:					682.07
Vendor: 09497 - VERNE SIMMONDS CO					
Fund: 111 - GENERAL					
CNT	CONTINGENCY				22,353.00
Fund 111 - GENERAL Total:					22,353.00
Vendor 09497 - VERNE SIMMONDS CO Total:					22,353.00

Expense Approval Report

Post Dates: 4/21/2015 - 5/4/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 01367 - WASSON, BRIAN					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				48.00
Fund 111 - GENERAL Total:					48.00
Vendor 01367 - WASSON, BRIAN Total:					48.00
Vendor: 04965 - WATER ENVIRONMENT FEDERATION					
Fund: 631 - WASTEWATER					
MEMBERSHIPS	MEMBERSHIPS				70.00
Fund 631 - WASTEWATER Total:					70.00
Vendor 04965 - WATER ENVIRONMENT FEDERATION Total:					70.00
Vendor: 03674 - WELLS FARGO BANK, N.A.					
Fund: 713 - CASH & INVESTMENT POOL					
Retiremnt	REGULAR RETIRE EE PAY				7,096.96
Retiremnt	RETIRE FIRE EE PAYABLE				2,625.66
Retiremnt	RETIRE POLICE EE PAY				4,133.45
Retiremnt	REGULAR RETIRE ER PAY				6,750.33
Retiremnt	RETIRE-FIRE ER PAYABLE				4,287.33
Retiremnt	RETIRE-POLICE ER PAY				4,082.20
Fund 713 - CASH & INVESTMENT POOL Total:					28,975.93
Vendor 03674 - WELLS FARGO BANK, N.A. Total:					28,975.93
Vendor: 06089 - WESTERN COOPERATIVE COMPANY					
Fund: 111 - GENERAL					
GRD MTC	GROUPS MAINTENANCE				25.31
GRD MTC	GROUPS MAINTENANCE				1,292.36
GRD MTC	GROUPS MAINTENANCE				108.69
Fund 111 - GENERAL Total:					1,426.36
Vendor 06089 - WESTERN COOPERATIVE COMPANY Total:					1,426.36
Vendor: 02378 - WESTERN SURETY COMPANY					
Fund: 111 - GENERAL					
EMPL.BLANKET BOND	LIABILITY INSURANCE				950.00
Fund 111 - GENERAL Total:					950.00
Vendor 02378 - WESTERN SURETY COMPANY Total:					950.00
Vendor: 08878 - YELLMAN, ABBIGAIL					
Fund: 111 - GENERAL					
Reimb.	DEPARTMENT SUPPLIES				5.95
Fund 111 - GENERAL Total:					5.95
Vendor 08878 - YELLMAN, ABBIGAIL Total:					5.95
Vendor: 03379 - ZM LUMBER INC					
Fund: 111 - GENERAL					
GRD MTC	GROUPS MAINTENANCE				146.88
Fund 111 - GENERAL Total:					146.88
Vendor 03379 - ZM LUMBER INC Total:					146.88
Grand Total:					469,088.71

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	63,138.53	174.96
211 - REGIONAL LIBRARY	99.37	0.00
212 - TRANSPORTATION	53,938.99	0.00
213 - CEMETERY	607.22	0.00
215 - SPECIAL PROJECTS	329.00	0.00
216 - BUSINESS IMPROVEMENT	16.79	0.00
218 - PUBLIC SAFETY	325.00	0.00
621 - ENVIRONMENTAL SERVICES	5,936.32	259.90
631 - WASTEWATER	24,717.06	259.90
641 - WATER	132,277.51	26,201.36
661 - STORMWATER	265.14	247.23
713 - CASH & INVESTMENT POOL	124,441.62	124,441.62
812 - HEALTH INSURANCE	62,996.16	24,624.34
Grand Total:	469,088.71	176,209.31

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-21311	SALES TAX PAYABLE	174.96	174.96
111-52111-111	DEPARTMENT SUPPLIES	147.36	0.00
111-52111-116	DEPARTMENT SUPPLIES	2,251.41	0.00
111-52111-121	DEPARTMENT SUPPLIES	54.97	0.00
111-52111-141	DEPARTMENT SUPPLIES	1,719.13	0.00
111-52111-142	DEPARTMENT SUPPLIES	647.76	0.00
111-52111-151	DEPARTMENT SUPPLIES	465.96	0.00
111-52111-171	DEPARTMENT SUPPLIES	1,402.45	0.00
111-52111-172	DEPARTMENT SUPPLIES	85.78	0.00
111-52121-141	JANITORIAL SUPPLIES	25.14	0.00
111-52121-142	JANITORIAL SUPPLIES	25.14	0.00
111-52121-151	JANITORIAL SUPPLIES	163.13	0.00
111-52163-142	INVESTIGATION SUPPLIES	139.80	0.00
111-52164-141	VOLUNTEER FIREMAN	2,213.00	0.00
111-52181-142	UNIFORMS & CLOTHING	275.46	0.00
111-52181-172	UNIFORMS & CLOTHING	42.00	0.00
111-52221-151	AUDIOVISUAL SUPPLIES	234.04	0.00
111-52222-151	BOOKS	28.17	0.00
111-52225-112	SUBSCRIPTIONS	536.99	0.00
111-52225-151	SUBSCRIPTIONS	1,828.73	0.00
111-52411-141	POSTAGE	50.83	0.00
111-52411-142	POSTAGE	300.00	0.00
111-52411-151	POSTAGE	500.00	0.00
111-52511-142	GASOLINE	36.20	0.00
111-53111-121	CONTRACTUAL SERVICES	1,300.00	0.00
111-53111-142	CONTRACTUAL SERVICES	6,724.25	0.00
111-53111-151	CONTRACTUAL SERVICES	300.85	0.00
111-53111-172	CONTRACTUAL SERVICES	275.00	0.00
111-53211-114	LEGAL FEES	218.26	0.00
111-53211-142	LEGAL FEES	46.90	0.00
111-53421-171	BUILDING MAINTENANCE	536.24	0.00
111-53431-171	ELECTRICAL MAINTENAN...	105.00	0.00
111-53441-141	EQUIPMENT MAINTENAN...	14.95	0.00
111-53441-142	EQUIPMENT MAINTENAN...	236.91	0.00
111-53441-171	EQUIPMENT MAINTENAN...	3,997.91	0.00
111-53441-172	EQUIPMENT MAINTENAN...	700.00	0.00
111-53451-141	VEHICLE MAINTENANCE	238.60	0.00
111-53451-171	VEHICLE MAINTENANCE	-110.00	0.00
111-53471-171	GROUNDS MAINTENANCE	7,167.50	0.00
111-53521-111	HEATING FUEL	153.70	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53521-141	HEATING FUEL	82.79	0.00
111-53521-142	HEATING FUEL	116.54	0.00
111-53521-151	HEATING FUEL	102.35	0.00
111-53521-171	HEATING FUEL	245.18	0.00
111-53521-172	HEATING FUEL	82.70	0.00
111-53561-142	TELEPHONE	505.41	0.00
111-53561-143	TELEPHONE	7.34	0.00
111-53631-111	RENT-MACHINES	106.76	0.00
111-53631-151	RENT-MACHINES	345.00	0.00
111-53711-141	SCHOOL & CONFERENCE	83.00	0.00
111-53711-142	SCHOOL & CONFERENCE	1,872.64	0.00
111-53711-143	SCHOOL & CONFERENCE	33.00	0.00
111-53711-171	SCHOOL & CONFERENCE	686.83	0.00
111-53811-121	BONDING	100.00	0.00
111-53831-111	LIABILITY INSURANCE	950.00	0.00
111-53841-142	VEHICLE INSURANCE	211.51	0.00
111-58111-172	CONTINGENCY	22,353.00	0.00
211-52222-151	BOOKS	99.37	0.00
212-52111-212	DEPARTMENT SUPPLIES	8,521.43	0.00
212-52171-212	STREET REPAIR SUPPLIES	4,104.61	0.00
212-52181-212	UNIFORMS & CLOTHING	19.99	0.00
212-53421-212	BUILDING MAINTENANCE	105.40	0.00
212-53441-212	EQUIPMENT MAINTENAN...	704.67	0.00
212-53451-212	VEHICLE MAINTENANCE	258.02	0.00
212-53491-212	STREET MAINTENANCE	6,373.00	0.00
212-53521-212	HEATING FUEL	910.87	0.00
212-54322-212	STREET PROJECTS	32,941.00	0.00
213-52111-213	DEPARTMENT SUPPLIES	607.22	0.00
215-52111-142	DEPARTMENT SUPPLIES	329.00	0.00
216-53161-121	LEGAL PUBLICATIONS	16.79	0.00
218-53441-141	EQUIPMENT MAINTENAN...	325.00	0.00
621-52111-621	DEPARTMENT SUPPLIES	789.48	0.00
621-52411-621	POSTAGE	259.90	259.90
621-53193-621	DISPOSAL FEES	2,400.00	0.00
621-53441-621	EQUIPMENT MAINTENAN...	1,709.37	0.00
621-53451-621	VEHICLE MAINTENANCE	496.68	0.00
621-53521-621	HEATING FUEL	280.89	0.00
631-52111-631	DEPARTMENT SUPPLIES	2,025.81	0.00
631-52311-631	MEMBERSHIPS	70.00	0.00
631-52411-631	POSTAGE	259.90	259.90
631-53111-631	CONTRACTUAL SERVICES	5,048.00	0.00
631-53441-631	EQUIPMENT MAINTENAN...	2,690.71	0.00
631-53451-631	VEHICLE MAINTENANCE	135.42	0.00
631-53531-631	ELECTRIC POWER	14,073.87	0.00
631-53711-631	SCHOOL & CONFERENCE	413.35	0.00
641-21311	SALES TAX PAYABLE	25,941.46	25,941.46
641-52111-641	DEPARTMENT SUPPLIES	9,076.39	0.00
641-52116-641	METERS	57,425.76	0.00
641-52117-641	SAMPLES	164.00	0.00
641-52411-641	POSTAGE	948.12	259.90
641-52611-641	CHEMICALS	3,935.00	0.00
641-53111-641	CONTRACTUAL SERVICES	13,258.64	0.00
641-53441-641	EQUIPMENT MAINTENAN...	400.00	0.00
641-53521-641	HEATING FUEL	151.47	0.00
641-53531-641	ELECTRIC POWER	7,858.39	0.00
641-53611-641	RENT-LAND	160.78	0.00
641-54212-641	ENGINEERING/DESIGN	12,957.50	0.00
661-21311	SALES TAX PAYABLE	247.23	247.23

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
661-52111-661	DEPARTMENT SUPPLIES	17.91	0.00
713-21512	MEDICARE W/H EE PAYAB...	3,649.96	3,649.96
713-21513	FICA W/H EE PAYABLE	13,518.34	13,518.34
713-21514	FED W/H EE PAYABLE	25,276.24	25,276.24
713-21515	STATE W/H EE PAYABLE	17,934.70	17,934.70
713-21517	POL UNION DUES EE PAY	600.00	600.00
713-21518	FIRE UNION DUES EE PAY	225.00	225.00
713-21523	LIFE INS EE PAYABLE	22.75	22.75
713-21524	SMEC EE PAYABLE	238.00	238.00
713-21527	WAGE ATTACHMENT EE ...	241.40	241.40
713-21528	REGULAR RETIRE EE PAY	7,096.96	7,096.96
713-21529	DEFERRED COMP EE PAY	1,325.14	1,325.14
713-21531	RETIRE FIRE EE PAYABLE	2,625.66	2,625.66
713-21533	RETIRE POLICE EE PAY	4,133.45	4,133.45
713-21534	DIS INC INS EE PAYABLE	25.95	25.95
713-21539	CHILD SUPPORT EE PAY	1,814.68	1,814.68
713-21541	HSA EE PAYABLE	12,193.98	12,193.98
713-21712	MEDICARE W/H ER PAYAB...	3,649.96	3,649.96
713-21713	FICA W/H ER PAYABLE	13,518.34	13,518.34
713-21728	REGULAR RETIRE ER PAY	6,750.33	6,750.33
713-21731	RETIRE-FIRE ER PAYABLE	4,287.33	4,287.33
713-21733	RETIRE-POLICE ER PAY	4,082.20	4,082.20
713-21741	HSA ER PAYABLE	1,231.25	1,231.25
812-53861-112	PREMIUM EXPENSE	38,371.82	0.00
812-53862-112	CLAIMS EXPENSE	23,840.34	23,840.34
812-53863-112	FLEXIBLE BENFT EXPENSES	784.00	784.00
Grand Total:		469,088.71	176,209.31

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	445,398.10	176,209.31
1114252111	8.00	0.00
1114253441	700.00	0.00
1114253521	82.70	0.00
1114258111	22,353.00	0.00
2122052111	329.00	0.00
2200052111	17.91	0.00
7000853111	200.00	0.00
Grand Total:	469,088.71	176,209.31

Refund Review
Close Form
Print Screen

Packet: UBPKT00865 – Refunds 8 UBPKT00864 Disconnect

Add
Edit
Delete

Account #	Status	Contact	Service Address	Refund Amount
<input checked="" type="checkbox"/> <input type="checkbox"/> 075-4078-09	Inactive	RANDY E SCOTT	421 E 23RD ST SCOTTSBLUFF NE 69361	283.23
060-5770-04	Inactive	CANDO INVESTMENTS	513 E 18TH ST SCOTTSBLUFF NE 69361	1.46
080-2776-01	Inactive	DOWNEY'S MIDWEST STUDIO	19 E 16TH SCOTTSBLUFF NE 69361	6.00
065-6349-01	Inactive	IRENE K KNUTSON	19 REGENCY CT SCOTTSBLUFF NE 69361	7.62
050-3488-01	Inactive	ALVIN VANCE	814 E 18TH ST SCOTTSBLUFF NE 69361	3.35
Total				
5				\$301.66

City of Scottsbluff, Nebraska

Monday, May 4, 2015

Regular Meeting

Item Claims2

Council to approve payment of claim by warrant for Paving District #312, Reganis 12th Ave. project, and approve the Resolution.

Staff Contact: Renae Griffiths, Finance Director

RESOLUTION NO. _____

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

That the claim of M.C. Schaff and Associates, Inc. in the amount of \$71,426.00, being the first pay estimate for Paving District #312, is approved and the City Clerk is authorized to issue a warrant for the payment of such claim.

Passed and approved this 4th day of May, 2015.

Mayor

ATTEST:

City Clerk

“seal”



M.B.

Invoice

Part of the MCS Family of Companies
818 South Beltline Highway East
Scottsbluff, NE 69361
Phone (308) 635-1926
www.mcschaff.com

April 21, 2015
Project No: RM140169-00
Invoice No: 0000015163

Mark Bohl
City of Scottsbluff
2525 Circle Dr.
Scottsbluff, NE
69361

Project RM140169-00 Reganis 12th Avenue Paving District

Professional Services through April 17, 2015

Phase	002	Paving District 312	
Fee			71,426.00
		Total this Phase	\$71,426.00
		Total this Invoice	\$71,426.00

RECEIVED
APR 22 2015

Due upon receipt - 1.5% per month interest charged on all accounts 30 days past due. Tax ID# 47-0529287

Recd. 4-29-15 in my mailbox

City of Scottsbluff, Nebraska

Monday, May 4, 2015

Regular Meeting

Item Pub. Hear.1

Council to close the public hearing opened on April 20, 2015 p.m. to consider the zone change request for Lots 1 and 2, Block 1, City Central Subdivision, as the applicants have withdrawn their application.

Staff Contact: Rick Kuckkahn, City Manager

City of Scottsbluff, Nebraska

Monday, May 4, 2015

Regular Meeting

Item Public Inp1

Presentation of the Seven Seals Award by the Employer Support of the Guard and Reserve to Jana Bode, HR Director.

Staff Contact: Rick Kuckkahn, City Manager

City of Scottsbluff, Nebraska

Monday, May 4, 2015

Regular Meeting

Item Public Inp2

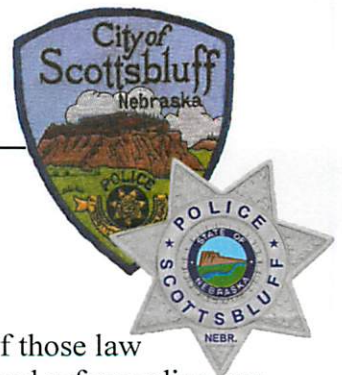
**Mayor to read and sign a Proclamation recognizing Police Week
May 10 thru May 16, 2015.**

Staff Contact: Kevin Spencer, Police Chief



Scottsbluff Police Department

1801 Avenue B • Scottsbluff, NE 69361
Phone (308) 630-6261 • Fax (308) 632-2916



To recognize National Police Week 2015 and to honor the service and sacrifice of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy.

WHEREAS, The Congress and President of the United States have designated May 15th as Peace Officers' Memorial Day, and the week in which May 15th falls as National Police Week; and

WHEREAS, the members of the law enforcement agency of **CITY OF SCOTTSBLUFF** play an essential role in safeguarding the rights and freedoms of **CITY OF SCOTTSBLUFF**; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

WHEREAS, the men and women of the law enforcement agency of **CITY OF SCOTTSBLUFF** unceasingly provide a vital public service;

Now, therefore, I, **MAYOR** of **CITY OF SCOTTSBLUFF**, call upon all citizens of **CITY OF SCOTTSBLUFF** and upon all patriotic, civic and educational organizations to observe the week of May 10 - 16, 2015, as Police Week with appropriate ceremonies and observances in which all of our people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

I further call upon all citizens of **CITY OF SCOTTSBLUFF** to observe THURSDAY, MAY 14, as Peace Officers' Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

In witness thereof, I have here unto set my hand and caused the Seal of the **CITY OF SCOTTSBLUFF** to be affixed.

Randy Meininger, Mayor

City of Scottsbluff, Nebraska

Monday, May 4, 2015

Regular Meeting

Item Public Inp3

**Council to receive a presentation on Stormwater PSA's from
Community Christian School 8th grade class.**

Staff Contact: Leann Sato, Stormwater Specialist

City of Scottsbluff, Nebraska

Monday, May 4, 2015

Regular Meeting

Item Leasing1

See attached agenda for Scottsbluff Leasing Corporation.

Staff Contact: Rick Kuckkahn, City Manager

**AGENDA
CITY OF SCOTTSBLUFF
LEASING CORPORATION
BOARD OF DIRECTORS MEETING**

May 4, 2015

1. Roll Call
2. **For public information, a copy of the Nebraska Open Meetings Act is posted in the back of the room on the west wall.**
3. 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 3 of this agenda.)
4. 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.)
5. Approve minutes of the meeting held December 1, 2014.
6. Board to consider approval of a Resolution and related documents authorizing the City of Scottsbluff Leasing Corporation to issue \$3,850,000.00 principal amount of Lease Rental Revenue and Refunding Bonds, in one or more series, for the purpose of providing funds for payment and redemption of the Corporation's Lease Rental Revenue Bonds Series 2009 and Series 2010, and the costs of a project for the City of Scottsbluff.
7. Adjourn.

December 1, 2014
Scottsbluff, Nebraska

The Board of Directors of the City of Scottsbluff Leasing Corporation met in the City Council Chamber of City Hall on December 1, 2014 at 6:15 p.m. Notice was given by publication in the Star Herald on November 28, 2014. Upon roll call the following Board Members were present: Raymond Gonzales, Randy Meininger, Scott Shaver and Board Members Elect Liz Hilyard and Jordan Colwell. Absent: None.

Board Member Meininger nominated Raymond Gonzales as temporary Chairperson for reorganization of the Board. Moved by Board Member Gonzales, seconded by Board Member Hilyard, "That Board Member Gonzales be appointed as temporary Chairperson of the Scottsbluff Leasing Corporation." "YEAS" Meininger, Gonzales, Shaver, Hilyard, Colwell. "NAYS" None. Absent: None.

Moved by Board Member Meininger seconded by Board Member Gonzales, "That Liz Hilyard and Jordan Colwell be appointed as a Board Members." "YEAS" Meininger, Gonzales, Shaver, Hilyard, Colwell, "NAYS" None. Absent: None.

Chairperson Gonzales called for nominations for President, Vice President and Secretary/Treasurer of the Scottsbluff Leasing Corporation.

Moved by Board Member Gonzales, seconded by Board Member Meininger, "That Board Member Hilyard be nominated as President of the Scottsbluff Leasing Corporation." No other nominations were made. "YEAS" Meininger, Gonzales, Shaver, Hilyard, Colwell "NAYS" None. Absent: None.

Moved by Board Member Gonzales, seconded by Board Member Meininger, "That Board Member Colwell be nominated as Vice President of the Scottsbluff Leasing Corporation." No other nominations were made. "YEAS" Meininger, Gonzales, Shaver, Hilyard, Colwell. "NAYS" None. Absent: None.

Moved by Board Member Gonzales, seconded by Board Member Shaver, "That Board Member Meininger be nominated as Secretary/Treasurer of the Scottsbluff Leasing Corporation." No other nominations were made. "YEAS" Meininger, Gonzales, Shaver, Hilyard, Colwell "NAYS" None. Absent: None.

Moved by Board Member Meininger, seconded by Board Member Shaver, "That minutes of the December 3, 2012 meeting be approved," "YEAS" Meininger, Gonzales, Shaver, Hilyard, Colwell "NAYS" None. Absent: None.

Moved by Board Member Meininger, seconded by Board Member Hilyard to adjourn the meeting of the Scottsbluff Leasing Corporation at 6:20 p.m. "YEAS" Meininger, Gonzales, Shaver, Hilyard, Colwell. "NAYS" None. Absent: None.

Liz Hilyard, President

Cindy Dickinson, City Clerk

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE CITY OF SCOTTSBLUFF LEASING CORPORATION TO ISSUE NOT TO EXCEED \$3,850,000 PRINCIPAL AMOUNT OF LEASE RENTAL REVENUE AND REFUNDING BONDS IN ONE OR MORE SERIES 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 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 OF SCOTTSBLUFF, NEBRASKA; 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 RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF SCOTTSBLUFF LEASING CORPORATION, AS FOLLOWS:

FINDINGS AND DETERMINATIONS

1. 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 of Scottsbluff, Nebraska (the **"City"**) in performing its governmental functions and leasing the same to the City, a body corporate and political subdivision of the State of Nebraska, organized and existing under Chapter 16, Reissue Revised Statutes of Nebraska, as amended.

2. 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.

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 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 remain unpaid in the principal amount of \$2,205,000 and the 2010 Bonds remain unpaid in the principal amount of \$1,285,000 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 this Resolution, 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 2010 Bonds for payment and redemption on date determined by the President in accordance with the provisions of **Section 9(b)** of this Resolution (the **“Redemption Date”**).

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 Board of Directors (the **“Board”**) of the Corporation has heretofore determined and does now find and determine that it is necessary and desirable for the improvement of facilities of the

City, and that it is within the authority of the Nebraska Nonprofit Corporation Act and within the public purposes of the Act, that the Corporation acquire from the City a leasehold interest in and to certain real estate in addition to the Prior Site located within the geographic limits of the City (the “**2015 Project Site**”), including sites, buildings, structures and fixtures, and issue its Lease Rental Revenue and Refunding Bonds in one or more series, in a principal amount not to exceed \$3,850,000 (the “**Bonds**”), for the purpose of providing funds (1) for the payment and redemption of the outstanding 2009 Bonds and 2010 Bonds on the Redemption date upon the satisfaction of certain conditions, and (2) to acquire, construct, furnish and equip municipal facilities on the 2015 Project Site (the “**2015 Project**,” the Prior Projects and the 2015 Project are hereinafter referred to collectively as the “**Project**”), and that the Corporation lease the Project to the City.

10. It is necessary and desirable in connection with the issuance of the Bonds that the Corporation enter into certain documents, that the Corporation take certain other actions and approve the execution of certain other documents as herein provided, and authorize the President to fix certain terms and provisions of the Bonds as set forth herein.

Section 1. Conveyance of the Project Site. The Corporation is hereby authorized to accept conveyance of a leasehold interest in and to the 2015 Project Site and the Prior Project Sites (collectively, the “**Project Site**”).

Section 2. Authorization of the Bonds. The Corporation is hereby authorized to issue and sell its Lease Rental Revenue and Refunding Bonds in one or more series in a principal amount not to exceed \$3,850,000, for the purpose of providing funds (1) for the payment and redemption of the 2009 Bonds and 2010 Bonds on the Redemption Date to refinance the Prior Projects upon the satisfaction of certain conditions set forth herein, and (2) to pay the costs of acquiring, constructing, furnishing and equipping the 2015 Project. The Bonds shall be issued in one or more series and shall be secured pursuant to the Indenture herein authorized. The Bonds of each series shall be dated the date of delivery thereof and payment therefor, 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 of each year, beginning on the date determined by the President in accordance with the provisions of **Sections 9(a) and (b)**, in each year at the respective rates per annum determined by the President in accordance with the provisions of **Sections 9(a) and (b)**.

The Bonds shall be sold to the Purchaser (hereinafter defined) at a purchase price not less than 97.0% of the principal amount thereof, which purchase price shall include an underwriter’s discount not to exceed 1.00%. 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 (hereinafter defined).

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 pursuant to the Lease (hereinafter defined), and such rents, revenues and receipts shall be pledged and assigned to the Trustee as security for the payment of the Bonds as provided in the Indenture. 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 Corporation is hereby authorized to enter into the following documents:

(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 (the **“2003 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 2003 Indenture, as amended and supplemented from time to time, including, without limitation, the Trust Indenture Supplement(s) (collectively, the **“Indenture”**).

(b) one or more Lease Agreement Amendments, appropriately numbered and dated (the **“Lease Agreement Amendment(s)”**), in substantially the form entered into in connection with the 2009 Bonds and 2010 Bonds, amending and supplementing the Lease Agreement, dated as of February 15, 2003 (the **“2003 Lease Agreement”**), between the Corporation and the City, under which the Corporation shall (i) refinance the Prior Projects upon satisfaction of the conditions set forth herein, and (ii) acquire, construct, furnish and equip the 2015 Project and shall lease the Project to the City upon the terms and conditions set forth in the 2003 Lease, as amended and supplemented from time to time, including with limitation, the Lease Agreement Amendment (collectively, the **“Lease Agreement”**).

(c) one or more Site Lease Amendment(s), appropriately numbered and dated (the **“Site Lease Amendment(s)”**), in substantially the form entered into in connection with the 2009 Bonds and 2010 Bonds, amending and supplementing the Site Lease, dated as of February 15, 2003 (the **“2003 Site Lease”**), from the City to the Corporation pursuant to which the Corporation will acquire a leasehold interest in the 2015 Project Site upon the terms and conditions set forth in the 2003 Site Lease, as amended and supplemented from time to time, including, without limitation, the Site Lease Amendment (collectively, the **“Site Lease”**).

(d) 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(s).

Section 5. Official Statement. The Corporation 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 President or Vice President (the **“Preliminary Official Statement”**). The President and Vice President 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 President or Vice President of a final Official Statement for use in connection with the sale of the Bonds.

Section 6. Execution of Bonds and Documents. The President or the Vice President of the Corporation is hereby authorized and directed to execute the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the Corporation in the manner provided in the Indenture. The Corporation is hereby authorized to enter into and the President or the

Vice President of the Corporation is hereby authorized and directed to execute and deliver, for and on behalf of and as the act and deed of the Corporation, the Indenture Supplement(s), 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 Agreement), the Site Lease Amendment(s) and the Bond Purchase Agreement(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 7. Designation of Bonds as Qualified Tax-Exempt Obligations. The Corporation hereby designates the Bonds to be “qualified tax-exempt obligations” as such term is defined in Section 265(b)(3) of the Code. In addition, the Corporation hereby represents that:

(a) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds) which will be issued by or on behalf of the Corporation, 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 Corporation as “qualified tax-exempt obligations” during calendar year 2015, including the Bonds, does not exceed \$10,000,000.

The President or the Vice President is hereby authorized to take such other action as may be necessary to make effective the designation in this Section.

Section 8. Authority of President; 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 President shall fix (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 Three Million Eight Hundred Fifty Thousand Dollars (\$3,850,000) 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 the true interest cost on such series of Bonds shall not exceed 2.50%, (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 President 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 104% 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 97.0% of the principal amount thereof, which purchase price shall include an underwriter's discount not to exceed 1.0% 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 President shall report from time to time to the Board 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 3.0% of the par amount of the 2009 Bonds and the 2010 Bonds being refunded. At such time as such present value savings is not less than 3.0%, 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 President 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 Three Million Eight Hundred Fifty Thousand Dollars (\$3,850,000) 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 2.50%, (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 President 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 104% 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 97.0% of the principal amount thereof, which purchase price shall include an underwriter's discount not to exceed 1.0%, (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 President shall report from time to time to the Board 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 employers of the Corporation, including the President and Secretary, 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 Resolution, and to carry out, comply with and perform the duties of the Corporation with respect to the Bonds, the Indenture, the Lease, the Site Lease and the Bond Purchase Agreement, 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. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the Board the Corporation.

[The remainder of this page intentionally left blank.]

PASSED AND ADOPTED: May 4, 2015.

**CITY OF SCOTTSBLUFF LEASING
CORPORATION**

ATTEST:

By: _____
President

By: _____
Secretary

[S E A L]

City of Scottsbluff, Nebraska

Monday, May 4, 2015

Regular Meeting

Item Reconvene1

Council to consider an Ordinance authorizing the City of Scottsbluff to issue \$3,850,000.00 principal amount of Lease Rental Revenue and Refunding Bonds, and authorize the Mayor to sign additional documents as needed for the issuance.

Minutes: Bond will provide payment and redemption of the Corporation's Lease Rental Revenue Bonds Series 2009 and Series 2010, and a City of Scottsbluff project.

Staff Contact: Renae Griffiths, Finance Director

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 \$3,850,000 PRINCIPAL AMOUNT OF TAX SUPPORTED 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 TAX SUPPORTED 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 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 remain unpaid in the principal amount of \$2,205,000 and the 2010 Bonds remain unpaid in the principal amount of \$1,285,000 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.

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 Tax Supported Lease Rental Revenue and Refunding Bonds in one or more series in a principal amount not to exceed \$3,850,000 (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 Tax Supported Lease Rental Revenue and Refunding Bonds in one or more series in a principal amount not to exceed \$3,850,000, 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 97.0% of the principal amount thereof, which purchase price shall include an underwriter's discount not to exceed 1.0%. 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 Three Million Eight Hundred Fifty Thousand Dollars (\$3,850,000) 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 the true interest cost on such series of Bonds shall not exceed 2.50%, (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 104% 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 97.0% of the principal amount thereof, which purchase price shall include an underwriter's discount not to exceed 1.0% 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 3.0% of the par amount of the 2009 Bonds and the 2010 Bonds being refunded. At such time as such present value savings is not less than 3.0%, 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 Three Million Eight Hundred Fifty Thousand Dollars (\$3,850,000) 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 2.50%, (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 104% 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 97.0% of the principal amount thereof, which purchase price shall include an underwriter's discount not to exceed 1.0%, (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, May 4, 2015

Regular Meeting

Item Reconvene2

Council to consider an Ordinance authorizing the issuance of the City's General Obligation Highway Allocation fund Pledge Bonds, Series 2015, not to exceed \$2,500.000.

Staff Contact: Renae Griffiths, Finance Director

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 \$2,500,000 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 \$2,300,000.
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 \$2,500,000 (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 \$750,000, and the City’s anticipated receipts from the Highway Allocation Fund for its current fiscal year are not less than \$1,400,000.
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 \$2,500,000 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 U.S. Bank National Association.

“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 \$2,500,000 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 2.50% in accordance with the provisions of **Section 212** 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 97.0% 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 December 31, 2015, (2) the aggregate stated principal amount of Bonds to be issued, which shall in no event exceed \$2,500,000, (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 December 31, 2020, (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 2.50%, (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 104%) 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 97.0% of the principal amount thereof, and the underwriting discount shall not exceed 1.0% 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 212** 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 212** hereof the principal amounts determined by the Authorized Officer pursuant to **Section 212** 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.]

S-1

Signature Page – Bond Ordinance

DATED: _____, 2015.

CITY OF SCOTTSBLUFF, NEBRASKA

ATTEST:

By: _____
Mayor

By: _____
Clerk

[S E A L]

S-1

Signature Page – Bond Ordinance

City of Scottsbluff, Nebraska

Monday, May 4, 2015

Regular Meeting

Item Bids1

Council to consider awarding engineering services for the preparation of a Current and Future Utility Infrastructure Evaluation to Diamondback Engineering and Surveying in the amount of \$79,800.00.

Staff Contact: Annie Folck, City Planner

Agenda Statement

Item No.

For meeting of: February 17, 2015

AGENDA TITLE: Council to consider awarding engineering services for the preparation of a Current and Future Utility Infrastructure Evaluation to Diamondback Engineering and Surveying in the amount of \$79,800.00

SUBMITTED BY DEPARTMENT/ORGANIZATION: Planning and Zoning

PRESENTATION BY:

SUMMARY EXPLANATION: The City received four proposals for this project, which will give us the information needed to plan and budget for utility extensions. This will enable the City to prioritize projects that will optimize future development. Of the four proposals submitted, two firms were interviewed. After interviews, Diamondback was the preferred firm. Upon considering the proposed fees, it was also the lower of the two firms interviewed, at \$79,800.00, with the other firm, SEH, proposing a fee of \$174,800.00.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION:

EXHIBITS

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

Other (specify) ☐ _____

NOTIFICATION LIST: Yes ☐ No ☒ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

City of Scottsbluff, Nebraska

Monday, May 4, 2015

Regular Meeting

Item Bids2

Council to consider rejecting a bid received for the Sanitary Sewer Main & Siphon Project due to funding resources and limited bid proposals.

Staff Contact: Mark Bohl, Public Works Director

Agenda Statement

Item No.

For meeting of: May 4, 2015

AGENDA TITLE: Council to consider rejecting a bid received for the Sanitary Sewer Main & Siphon Project due to funding resources and limited bid proposals.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Public Works Department

PRESENTATION BY: Rick Kuckkahn, City Manager

SUMMARY EXPLANATION: One bid was received for the Sanitary Sewer Main and Siphon Project from Paul Reed Construction in the amount of \$179,175.53. The engineer's estimate for this project is \$64,050.00. The bid proposal exceeds the amount budgeted for this project.

M.C. Schaff & Associates have provided a Letter of Recommendation to reject the bid based upon funding resources and limited bid proposals. They contacted two other contractors that were on the plan holders list and found due to existing contract obligations they didn't submit a bid. Rebidding the project in late summer may provide additional bidders.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Staff recommends that Council reject the bid from Paul Reed Construction due to lack of funding and limited bid proposals and authorize rebidding the project in late summer.

EXHIBITS

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

Other (specify) ☒ Bid Tabulation & Letter of Recommendation

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

City of Scottsbluff
Attn: Lynn Garton
2525 Circle Drive
Scottsbluff, NE 69361

April 30, 2015

RE: Sanitary Sewer Siphon Project
Bid Tabulation

Honorable Mayor and City Council:

A bid opening was held on April 30th, 2015 for the above referenced project at the Scottsbluff City Hall.

One contractor submitted a bid on the project:

Bidder	Total Base Bid
Paul Reed Construction & Supply, Gering, NE	\$179,175.53

The Engineer's Estimate for the project was \$64,050.00. A detailed bid tabulation is attached to this letter for your review.

Upon tabulation of the bid from Paul Reed Construction & Supply no errors were found.

The bidder provided a bid bond in the amount of 5% of the bid in accordance with bid proposal requirements.

There was one addendum issued prior to the bid opening.

Our firm contacted two of the other contractors on the plan holders list to find out if there were any issues with the design and why they didn't bid. All felt the project was reasonable. Unfortunately, the majority of the local contractors were unable to provide a bid proposal for the project due to existing contract obligations. All contractors were willing to re-evaluate the project if the completion date would be next winter.

Based the current funding resources available and limited bid proposals received we recommend that the City reject the bid proposal from Paul Reed Construction. We recommend that the project be rebid in the late summer or fall of 2015 when additional prospective bidders can be secured for the project.

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



Michael Olsen
Engineering Intern

City of Scottsbluff, Nebraska

Monday, May 4, 2015

Regular Meeting

Item Bids3

**Council to award the bid for the Seal Coat Project to Topkote, Inc.
in the amount of \$1,882,600.00.**

Staff Contact: Mark Bohl, Public Works Director

April 30, 2015

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

RE: 2015 Seal Coat Project

Dear Mayor and Council:

Bids were received and opened at 2:00 p.m. on April 30, 2015 at Scottsbluff City Hall for the above referenced project. One (1) bid was received. A copy of the bid tabulation sheet is attached for your review. The bid received was as follows:

	Total (RC- 800R)	Proposed Start Date
Topkote, Inc.	\$1,882,600.00	June 15, 2015
Engineer's Estimate	\$1,800,000.00	

We have reviewed the contractor's bid documents and would recommend award of the project to Topkote, in the amount of \$1,882,600.00

Sincerely,

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



Adam Vath, P.E.

G:\Jobs\RM150072\RecommendofAward.doc



M.C. Schaff & Associates, Inc.

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

2015 Seal Coat Project City of Scottsbluff Bid Date: April 30, 2015 @ 11:00 am Mountain Time				TOPKOTE INC. 43439 SD Hwy 50 Yankton, SD 57078		Engineers Estimate	
No.	Description	Unit	Quantity	Unit Cost	Total	Unit Cost	Total
1	Mobilization	LS	1	\$ 33,000.00	\$ 33,000.00	\$ 32,000.00	\$ 32,000.00
2	Single layer RC -800R Asphalt With Stone Chip Seal Coat	SY	680,000	\$ 2.72	\$ 1,849,600.00	\$ 2.60	\$ 1,768,000.00
Total				\$	1,882,600.00	\$	1,800,000.00
Proposed Start Date							

Project Number: RM150072-00

City of Scottsbluff, Nebraska

Monday, May 4, 2015

Regular Meeting

Item Reports1

Council discussion and approval of revenue assumptions for the general fund to be used in the FY16 budget and approve the policy on the general fund balance.

Staff Contact: Renae Griffiths, Finance Director



Budget Worksheet

Account Summary

For Fiscal: 2014-2015 Period Ending: 03/31/2015

		2012-2013	2012-2013	2013-2014	2013-2014	2014-2015	Defined Budgets		
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	2014-2015 YTD Activity FY15	2014-2015 EST/ACTUAL	2015-2016 FY2016
Fund: 111 - GENERAL									
Category: 400 - Taxes									
111-41111-000	PROPERTY TAX-GENERAL	175,000.00	160,284.69	175,000.00	160,505.05	175,000.00	37,468.20	160,000.00	175,000.00
111-41112-000	CITY SALES TAX	4,455,000.00	4,499,273.82	4,636,075.00	4,391,339.90	4,375,000.00	2,304,703.30	4,556,000.00	4,602,000.00
111-41114-000	POLITICAL SUBD. TAX	0.00	2,870.30	0.00	0.00	0.00	0.00	0.00	0.00
111-41115-000	FRANCHISE TAX	180,000.00	196,058.33	194,000.00	206,231.40	194,000.00	137,078.71	200,000.00	200,000.00
111-41116-000	OTHER OCCUPATION TAX	23,000.00	0.00	23,000.00	23,220.00	0.00	9,720.00	23,000.00	23,000.00
111-41116-111	OTHER OCCUPATION TAX	0.00	115.00	0.00	-5.00	0.00	0.00	0.00	0.00
111-41116-115	OTHER OCCUPATION TAX	0.00	22,348.00	0.00	-100.00	23,000.00	5.00	0.00	0.00
111-41117-000	HOTEL OCCUPATION TAX	0.00	0.00	0.00	0.00	200,000.00	0.00	0.00	0.00
111-41118-000	HOMESTEAD EXEMPTION	30,000.00	45,050.50	31,500.00	46,938.10	40,000.00	8,309.78	45,000.00	45,000.00
111-41119-000	PRORATE MTR VEH TAX	3,500.00	4,545.48	3,500.00	4,757.97	4,500.00	1,076.28	4,500.00	4,500.00
111-41120-000	MUNI EQUALIZATION PMT	0.00	7,585.82	47,558.00	48,876.54	53,373.00	16,474.40	53,373.00	0.00
111-41130-000	STATE PROP. TAX CREDIT	0.00	8,150.24	0.00	5,466.42	0.00	2,861.97	5,600.00	5,600.00
111-41131-000	IN LIEU OF TAXES	42,000.00	69,614.80	69,615.00	75,062.23	70,000.00	0.00	70,400.00	70,400.00
111-41141-000	MOTOR VEHICLE TAX	60,000.00	46,827.62	60,000.00	39,798.89	60,000.00	20,184.00	40,400.00	40,400.00
Category: 400 - Taxes Total:		4,968,500.00	5,062,724.60	5,240,248.00	5,002,091.50	5,194,873.00	2,537,881.64	5,158,273.00	5,165,900.00
Category: 412 - Intergovernmental									
111-43105-142	GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
111-43105-171	GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
111-43148-142	WING	0.00	0.00	0.00	22,386.54	0.00	8,298.22	16,000.00	0.00
111-43152-142	HIDTA GRANT - POLICE	0.00	66,990.14	0.00	64,954.57	0.00	8,566.68	10,000.00	0.00
Category: 412 - Intergovernmental Total:		0.00	66,990.14	0.00	87,341.11	0.00	16,864.90	26,000.00	0.00
Category: 420 - Charges for Services									
111-42111-142	PHOTOCOPIES	0.00	1,939.45	0.00	2,756.01	2,000.00	2,187.30	2,000.00	2,000.00
111-42111-151	PHOTOCOPIES	0.00	8,505.90	0.00	9,012.33	8,500.00	5,260.63	9,000.00	9,000.00
111-42112-151	LOST BOOKS & FINES	0.00	4,393.60	4,000.00	7,783.46	4,000.00	3,248.44	6,000.00	6,000.00
111-42201-000	CAMPGROUND FEES	29,000.00	923.42	0.00	0.00	0.00	0.00	0.00	0.00

Budget Worksheet

For Fiscal: 2014-2015 Period Ending: 03/31/2015

		Defined Budgets							
		2012-2013 Total Budget	2012-2013 Total Activity	2013-2014 Total Budget	2013-2014 Total Activity	2014-2015 Total Budget	2014-2015 YTD Activity	2014-2015 FY15 EST/ACTUAL	2015-2016 FY2016
111-42201-171	CAMPGROUND FEES	0.00	27,373.14	25,000.00	42,213.26	27,000.00	75.00	35,000.00	35,000.00
111-42202-172	RECREATION FEES	0.00	20,688.50	20,600.00	23,100.00	21,600.00	1,500.00	22,000.00	22,000.00
111-42203-172	POOL REVENUES	0.00	59,645.03	60,500.00	54,317.25	60,500.00	1,496.80	60,500.00	60,500.00
111-42204-172	POOL REVENUE-NONTAXABLE	0.00	13,004.82	10,500.00	14,900.50	10,500.00	2,351.30	10,500.00	10,500.00
111-42205-172	POOL PASSES	0.00	36,664.50	34,600.00	40,135.00	35,000.00	0.00	35,000.00	35,000.00
111-42206-171	PARK SHELTER/EVENT FEE	2,000.00	5,084.50	2,000.00	4,700.00	5,000.00	525.00	5,000.00	5,000.00
111-42207-172	CONCESSION STAND SALES	0.00	17,331.52	15,000.00	17,001.71	15,000.00	0.00	17,000.00	17,000.00
111-42301-000	FILING FEES	2,400.00	0.00	0.00	144.00	0.00	0.00	0.00	0.00
111-42301-121	FILING FEES	0.00	3,168.00	2,400.00	3,592.00	2,400.00	940.00	3,200.00	3,200.00
111-42302-121	PERMITS	0.00	103,371.89	95,000.00	89,207.76	100,000.00	47,634.00	95,000.00	100,000.00
111-42303-121	COMMERCIAL ELEC PERMITS	5,000.00	3,166.53	5,000.00	1,827.85	3,500.00	0.00	3,500.00	3,500.00
111-42401-142	VEHICLE IMPOUNDING FEES	0.00	8,508.00	10,000.00	9,345.00	10,000.00	3,865.00	9,000.00	9,000.00
111-42403-142	FINGER PRINTS	0.00	1,447.50	1,100.00	1,327.50	1,100.00	600.00	1,300.00	1,300.00
111-42404-142	HANDGUN PERMITS	0.00	1,494.50	1,200.00	1,100.00	1,200.00	610.00	1,100.00	1,100.00
111-42405-142	ALCOHOL TESTS	0.00	2,602.00	4,000.00	3,933.75	4,000.00	1,221.00	3,500.00	3,500.00
111-42406-142	ALARMS	0.00	1,699.50	1,600.00	3,175.00	2,500.00	850.00	3,000.00	3,000.00
111-42407-142	WITNESS FEES	0.00	316.65	500.00	626.50	500.00	123.26	500.00	500.00
111-42409-142	MONEY ESCORTS	0.00	820.00	1,000.00	350.00	1,000.00	0.00	500.00	500.00
111-42410-142	POLICE SERV-TERRYTOWN	0.00	92,199.96	92,200.00	92,199.96	92,200.00	46,099.98	92,200.00	92,200.00
111-42411-142	EMERGENCY MGMT REIMB	65,000.00	74,125.09	65,000.00	83,343.58	68,863.00	27,841.20	70,000.00	70,000.00
111-42412-142	ATV PERMITS	0.00	575.00	350.00	450.00	500.00	125.00	500.00	500.00
111-42501-141	FIRE INSPECTIONS	0.00	1,777.50	2,500.00	1,552.00	1,800.00	582.00	1,750.00	1,750.00
111-42502-141	HAZMAT	0.00	5,943.15	7,000.00	9,001.83	7,000.00	189.90	2,000.00	0.00
111-43153-142	SCHOOL SRO MATCH	20,000.00	22,535.95	23,000.00	39,937.41	23,000.00	26,268.04	26,300.00	26,300.00
111-49231-171	BALLFIELD MAINT CHARGE	0.00	5,500.00	4,000.00	5,500.00	4,000.00	0.00	0.00	0.00
Category: 420 - Charges for Services Total:		123,400.00	524,805.60	488,050.00	562,533.66	512,663.00	173,593.85	515,350.00	518,350.00
Category: 460 - Investment Income									
111-47111-000	INTEREST EARNINGS	11,000.00	26,342.71	11,000.00	10,367.19	9,000.00	4,921.15	10,000.00	10,000.00
111-47111-171	INTEREST EARNINGS	0.00	2.01	0.00	1.25	0.00	0.63	2.00	2.00
111-47312-000	CHANGE IN FMV OF INVEST	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Category: 460 - Investment Income Total:		11,000.00	26,344.72	11,000.00	10,368.44	9,000.00	4,921.78	10,002.00	10,002.00

		Defined Budgets							
		2012-2013 Total Budget	2012-2013 Total Activity	2013-2014 Total Budget	2013-2014 Total Activity	2014-2015 Total Budget	2014-2015 YTD Activity	2014-2015 FY15 EST/ACTUAL	2015-2016 FY2016
Category: 470 - Miscellaneous Revenues									
111-46121-142	SALE OF TAXABLE ASSETS	0.00	184.02	0.00	244.27	0.00	2,300.00	2,300.00	0.00
111-46131-000	SALE OF ASSETS	5,000.00	335.00	5,000.00	0.00	5,000.00	0.00	0.00	2,500.00
111-46131-111	SALE OF ASSETS	0.00	324.00	0.00	0.00	0.00	0.00	0.00	0.00
111-46131-121	SALE OF ASSETS	0.00	364.50	0.00	46.00	0.00	3.50	5.00	0.00
111-46131-141	SALE OF ASSETS	0.00	1,755.00	0.00	0.00	0.00	0.00	0.00	0.00
111-46131-142	SALE OF ASSETS	0.00	17,250.00	0.00	25,600.00	0.00	550.00	550.00	0.00
111-49111-000	MISCELLANEOUS	10,000.00	4,353.93	10,000.00	14,933.98	10,000.00	22,020.14	22,020.00	10,000.00
111-49111-111	MISCELLANEOUS	0.00	26,615.48	0.00	8,632.15	0.00	1,027.88	1,100.00	0.00
111-49111-112	MISCELLANEOUS	0.00	612.00	0.00	1,008.00	0.00	485.00	1,000.00	0.00
111-49111-141	MISCELLANEOUS	0.00	1,557.00	0.00	1,887.00	0.00	0.00	0.00	0.00
111-49111-142	MISCELLANEOUS	0.00	0.00	0.00	790.35	0.00	496.31	1,000.00	0.00
111-49111-151	MISCELLANEOUS	0.00	212.00	0.00	192.00	0.00	82.00	100.00	0.00
111-49111-171	MISCELLANEOUS	0.00	4.50	0.00	564.45	0.00	131.30	150.00	0.00
111-49111-172	MISCELLANEOUS	0.00	612.30	0.00	608.30	0.00	0.00	0.00	0.00
111-49121-000	REFUND MISCELLANEOUS	500.00	0.00	500.00	0.00	500.00	0.00	0.00	250.00
111-49121-115	REFUND MISCELLANEOUS	0.00	674.67	0.00	755.98	0.00	236.98	300.00	0.00
111-49121-121	REIMB/CITY OF ALLIANCE	0.00	28,858.91	0.00	0.00	0.00	0.00	0.00	0.00
111-49121-151	REFUND MISCELLANEOUS	0.00	10,000.00	0.00	29.38	0.00	14.12	15.00	0.00
111-49224-142	REIMBURSEMENT-SCHOOL	8,000.00	7,018.95	7,000.00	8,669.40	7,000.00	3,185.70	6,000.00	6,000.00
111-49224-172	REIMBURSEMENT-SCHOOL	0.00	18,665.91	20,000.00	22,291.78	20,000.00	25,695.65	25,700.00	0.00
111-49227-142	DAMAGE REIMBURSEMENT	0.00	657.70	0.00	0.00	0.00	0.00	0.00	0.00
Category: 470 - Miscellaneous Revenues Total:		23,500.00	120,055.87	42,500.00	86,253.04	42,500.00	56,228.58	60,240.00	18,750.00
Category: 480 - Other Financing Uses									
111-45901-000	TRANS FROM OTHER FUNDS	177,000.00	177,000.00	177,000.00	177,000.00	177,000.00	88,500.00	177,000.00	177,000.00
111-45909-000	TRANSFER FROM ELECTRIC	2,797,500.00	2,995,493.56	2,708,220.00	2,648,899.27	2,400,000.00	1,345,299.77	2,565,300.00	2,565,300.00
Category: 480 - Other Financing Uses Total:		2,974,500.00	3,172,493.56	2,885,220.00	2,825,899.27	2,577,000.00	1,433,799.77	2,742,300.00	2,742,300.00
Fund: 111 - GENERAL Total:		8,100,900.00	8,973,414.49	8,667,018.00	8,574,487.02	8,336,036.00	4,223,290.52	8,512,165.00	8,455,302.00
Report Total:		8,100,900.00	8,973,414.49	8,667,018.00	8,574,487.02	8,336,036.00	4,223,290.52	8,512,165.00	8,455,302.00

City of Scottsbluff

Minimum fund balance policy – General Fund

Purpose:

To maintain adequate level of financing resources to protect against reducing service levels, raising taxes and fees because of temporary revenue shortfalls or unpredicted one-time expenditures, and for cash flow.

Policy:

The City shall maintain a minimum unallocated general fund balance of 25% (three months) of the following year's general fund budgeted operating expenditures amount to be used for cash flow purposes, unanticipated expenditures of a non-recurring nature, or to meet unexpected increases in service delivery costs. The maximum amount for the general fund balance will be 30%. Any amount designated as contingency reduces the amount that must be maintained in accordance with this policy (the formula is: three months General Fund budgeted operating expenditures less any General Fund amount designated as contingency).

The City will also include in the minimum general fund balance an amount that is needed for any grant, awards, or donations that require some amount for a City match, when those are to be paid out of general fund money, to insure there is money available to meet the City's obligations in matching federal, state, or any other money.

Conditions for use of reserve/minimum fund balance:

The fund balance may be used at Council's discretion for emergencies, unanticipated economic downturns, and one-time opportunities. Fund balances shall not be used for normal or recurring annual operating expenditures.

The City Manager is authorized to make recommendations to the City Council for use of the reserves. A majority vote of the Council will be required to use reserves. Any recommendation shall be accompanied by a proposal for the replenishment of the reserves.

DM
4-6-15

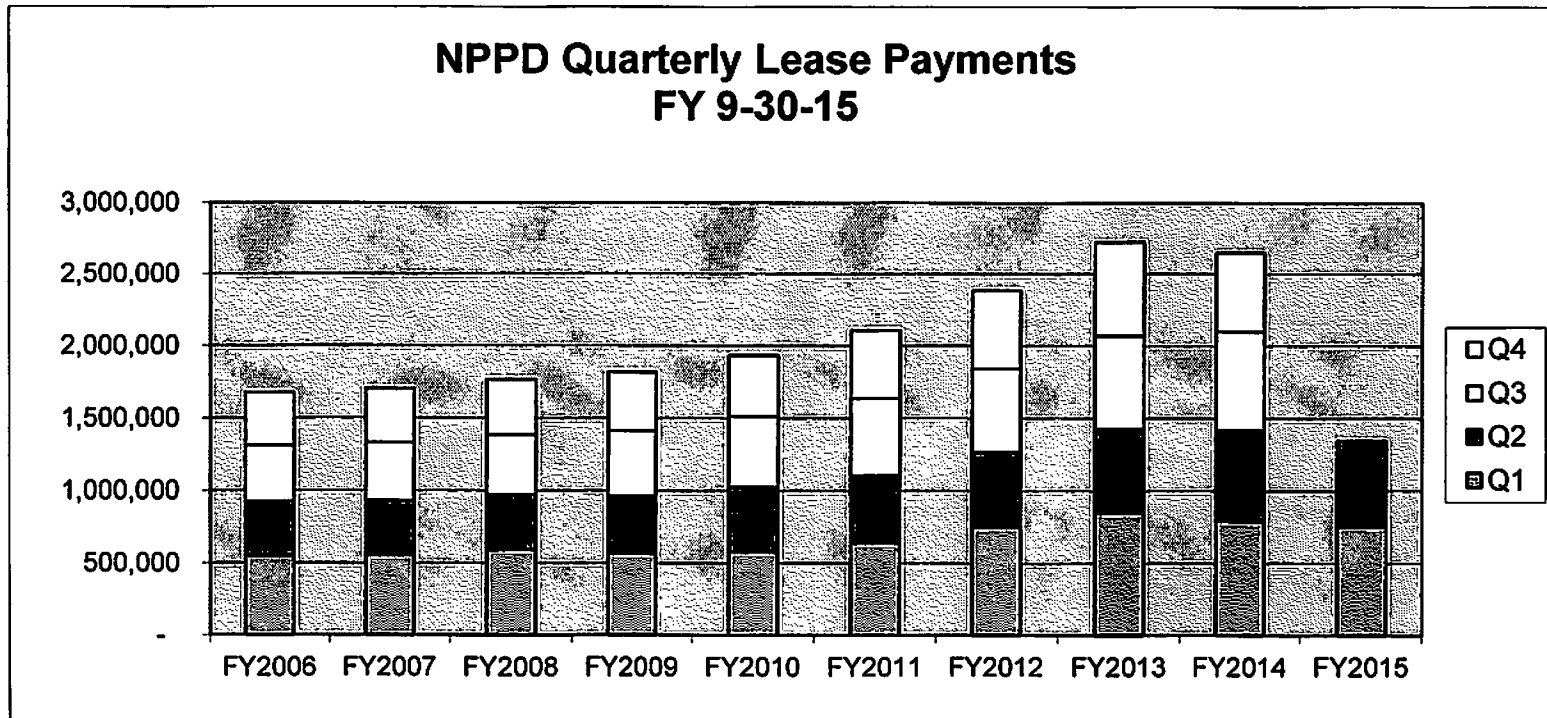
City of Scottsbluff - revenue committee
Sales tax receipts to date
9-30-15

	FY 2006	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	\$ Increase	% Increase
October	\$ 381,978	\$ 417,886	\$ 427,884	\$ 435,673	\$ 459,351	\$ 485,912	\$ 497,312	\$ 565,064	\$ 480,527	\$ 498,765	18,238	3.67%
November	364,523	385,106	392,483	414,520	458,412	498,410	470,836	499,509	470,403	483,879	13,476	2.86%
December	399,567	369,830	392,693	409,839	432,230	468,457	442,295	501,152	474,874	471,147	(3,727)	-0.84%
January	403,493	419,067	422,109	410,614	443,985	448,158	477,827	485,333	468,877	505,171	36,294	7.60%
February	520,197	566,302	520,488	555,610	538,677	544,198	584,443	584,151	545,110	570,084	24,974	4.27%
March	351,183	391,535	370,346	409,160	404,391	409,965	421,661	428,959	408,013	452,178	44,165	10.47%
April	346,303	400,484	394,697	415,893	404,198	392,137	441,498	442,078	422,014	-		0.00%
May	372,562	471,491	405,357	445,294	436,340	484,089	494,557	478,223	467,770	-		0.00%
June	362,569	411,647	403,185	412,072	437,888	453,467	455,304	433,688	449,445	-		0.00%
July	393,612	426,786	422,173	447,670	438,358	457,142	483,313	495,854	486,667	-		0.00%
August	408,515	454,390	471,683	423,683	488,098	490,232	511,985	485,304	502,671	-		0.00%
September	385,466	421,913	451,253	455,168	536,816	448,670	537,031	489,790	503,060	-		0.00%
1st 6 mos.	\$ 2,420,941	\$ 2,549,726	\$ 2,526,003	\$ 2,635,416	\$ 2,737,046	\$ 2,855,100	\$ 2,894,374	\$ 3,064,168	\$ 2,847,804	\$ 2,981,224	133,420	4.69%
FY total	\$ 4,689,968	\$ 5,136,437	\$ 5,074,351	\$ 5,235,196	\$ 5,478,744	\$ 5,580,837	\$ 5,818,062	\$ 5,889,105	\$ 5,679,431	\$ 2,981,224	133,420	2.35%
FY budget	\$ 4,780,000	\$ 4,947,000	\$ 5,168,800	\$ 5,087,173	\$ 5,205,500	\$ 5,298,200	\$ 5,530,550	\$ 5,685,000	\$ 6,077,265	\$ 5,575,000		
total budget for FY 2015						5,575,000						
% of actual to budget						53.47%						
% of year gone by						50.00%						
Fund breakdown:												
General									2,219,895	2,304,703	84,808	3.82%
Transportation									153,754	179,849	26,095	16.97%
Economic development									474,156	496,672	22,516	4.75%
									-	2,847,805	2,981,224	133,419

RM
4-6-15

City of Scottsbluff - revenue committee
NPPD lease payments
Fiscal year ended 9-30-15

	FY2006	FY2007	FY2008	FY2009	FY2010	FY2011	FY2012	FY2013	FY2014	FY2015
Q1	549,078	553,085	588,210	564,093	577,256	637,647	750,799	848,577	790,323	754,148
Q2	377,718	375,557	385,016	400,268	447,255	466,627	517,437	577,891	625,895	591,152
Q3	383,716	403,861	411,317	447,176	487,436	533,442	574,619	642,817	682,749	-
Q4	363,682	368,418	379,532	403,540	419,782	468,803	540,340	652,145	549,932	-
	1,674,194	1,700,921	1,764,075	1,815,077	1,931,729	2,106,519	2,383,195	2,721,430	2,648,899	1,345,300
								14.19%	-2.67%	

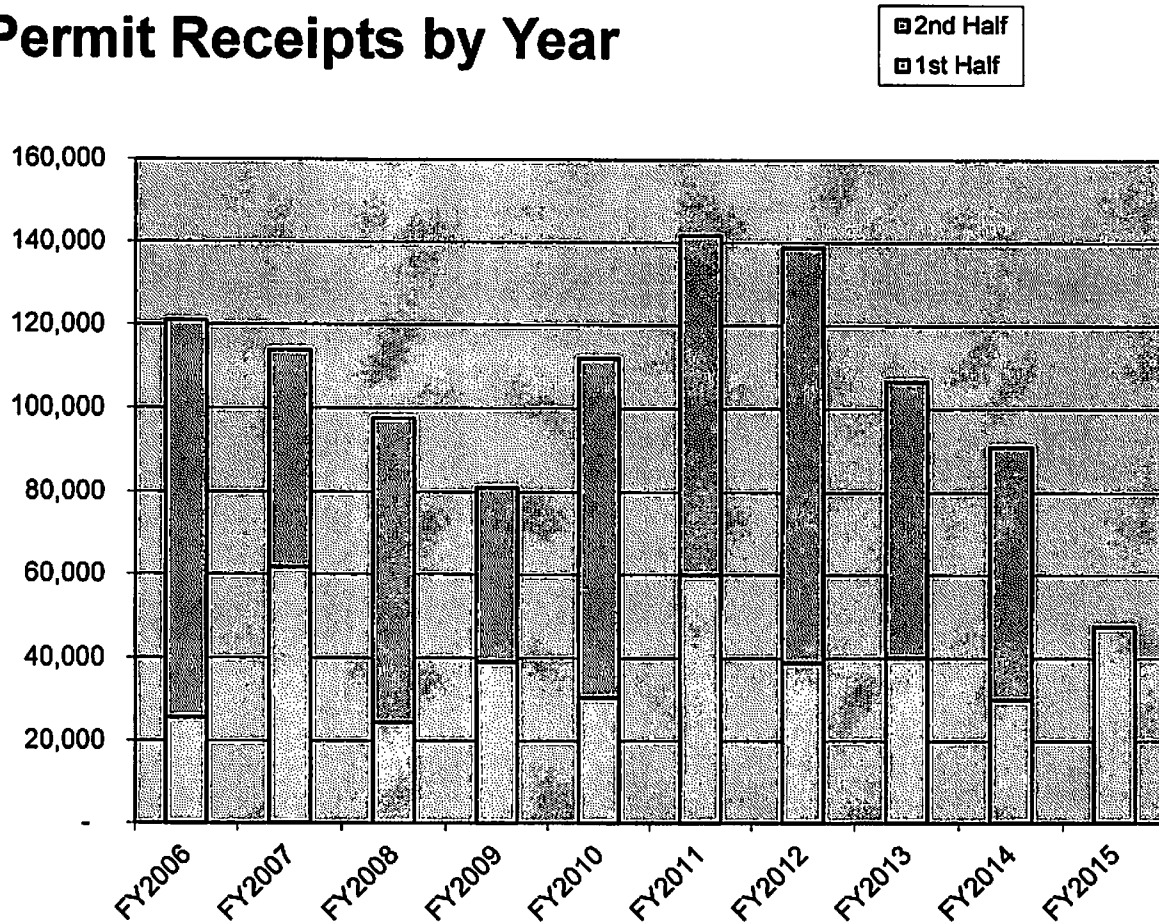


4-10-15

City of Scottsbluff - revenue committee
Permit receipts
9-30-15

	1st Half	2nd Half	Year
FY2006	25,651	95,314	120,965
FY2007	61,749	52,102	113,851
FY2008	24,580	72,982	97,562
FY2009	39,164	41,893	81,057
FY2010	30,567	81,413	111,980
FY2011	59,970	81,710	141,680
FY2012	38,871	100,074	138,945
FY2013	40,151	66,388	106,539
FY2014	30,111	60,925	91,036
FY2015	47,634	-	47,634

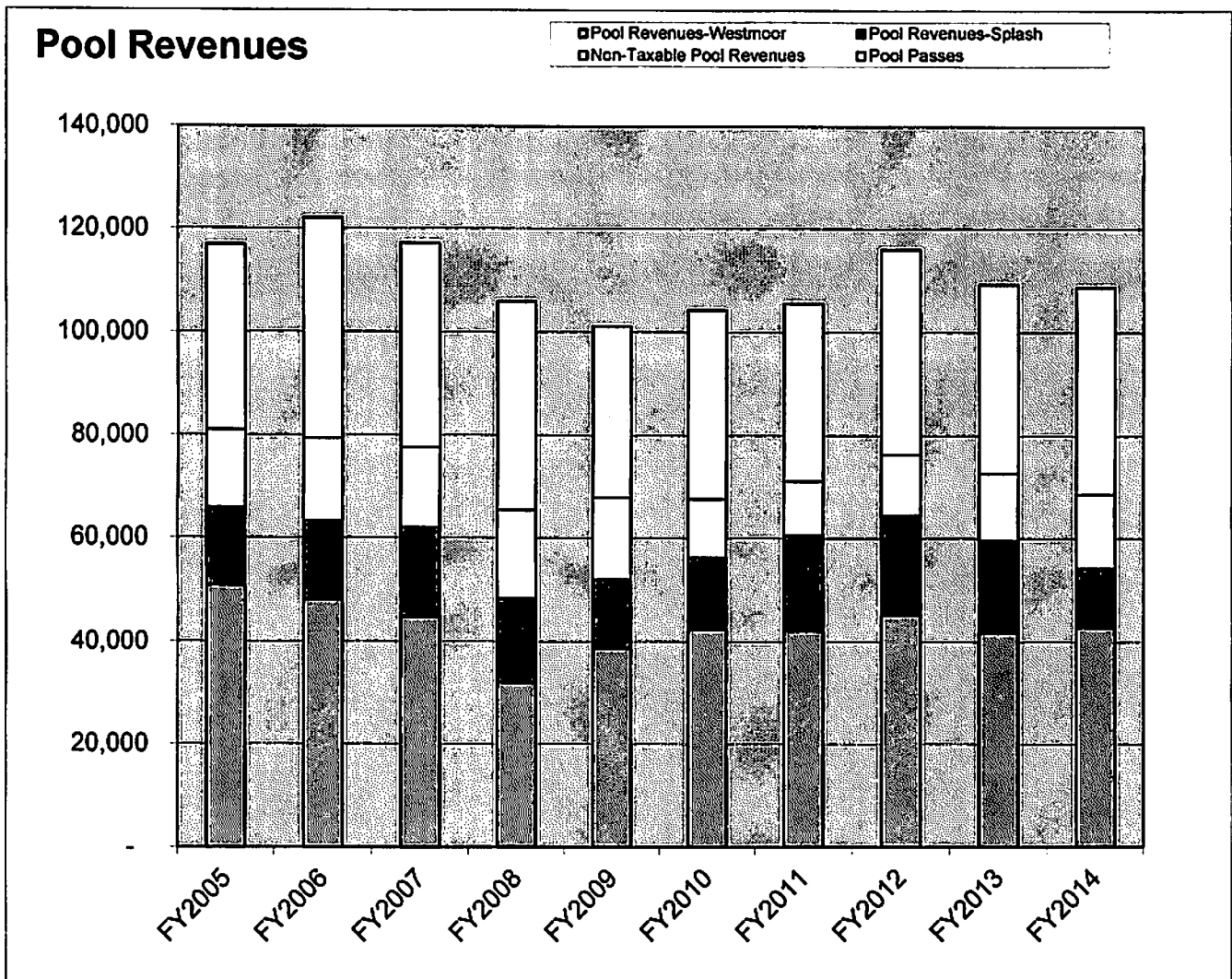
Permit Receipts by Year



RM
4-6-15

City of Scottsbluff - revenue committee
Pool revenues
9-30-15

	FY2005	FY2006	FY2007	FY2008	FY2009	FY2010	FY2011	FY2012	FY2013	FY2014
Pool Revenues-Westmoor	50,941	48,232	44,838	31,975	38,724	42,468	42,155	45,260	41,834	42,865
Pool Revenues-Splash	14,809	14,985	17,184	16,473	13,421	13,895	18,406	19,174	17,811	11,452
Non-Taxable Pool Revenues	15,282	16,113	15,571	16,898	15,642	11,176	10,472	11,937	13,005	14,266
Pool Passes	35,858	42,730	39,608	40,554	33,380	36,765	34,568	39,665	36,665	40,135
Total	116,890	122,060	117,199	105,900	101,167	104,304	105,601	116,036	109,315	108,718

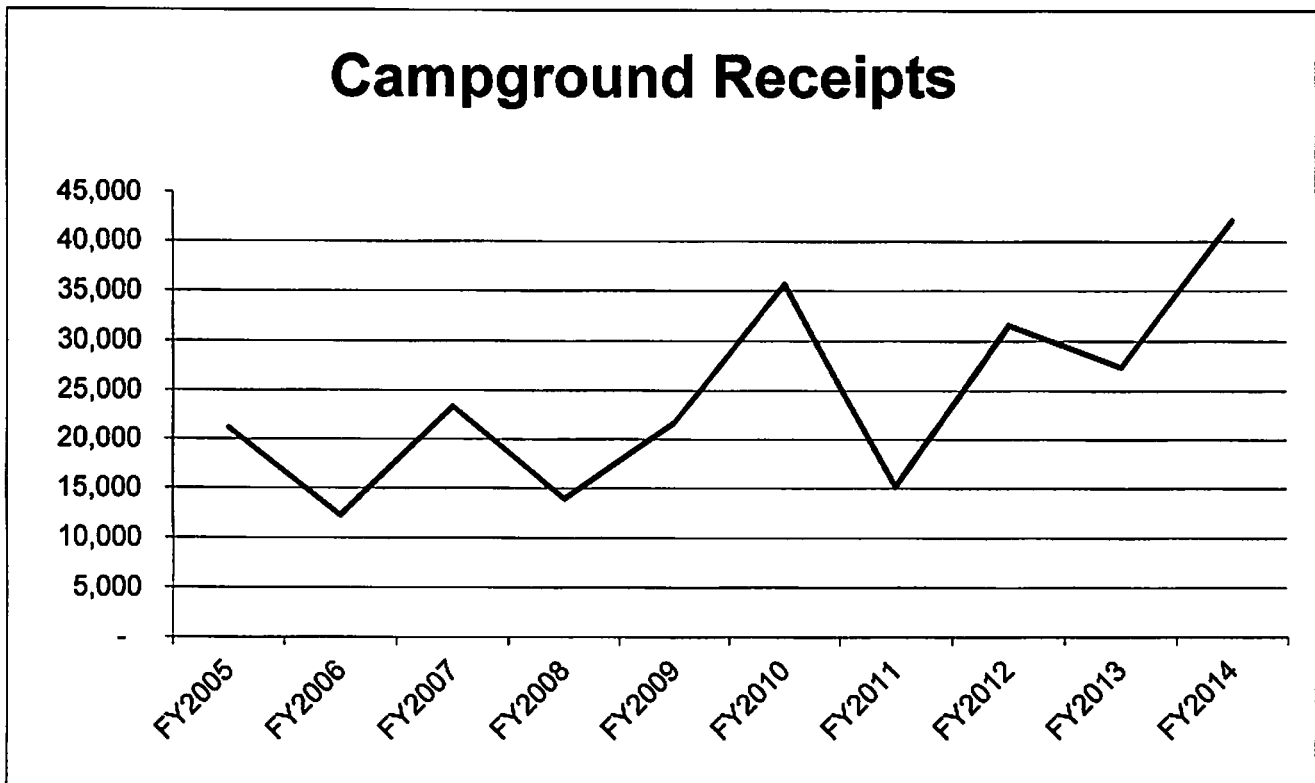


DM
4-6-15

City of Scottsbluff - revenue committee
Campground revenues
9-30-15

Campground Receipts by Year

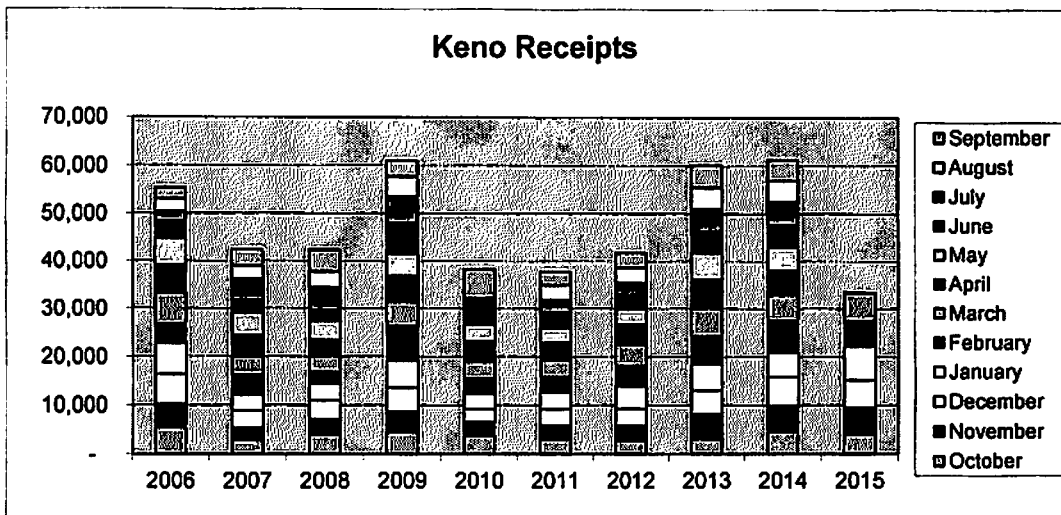
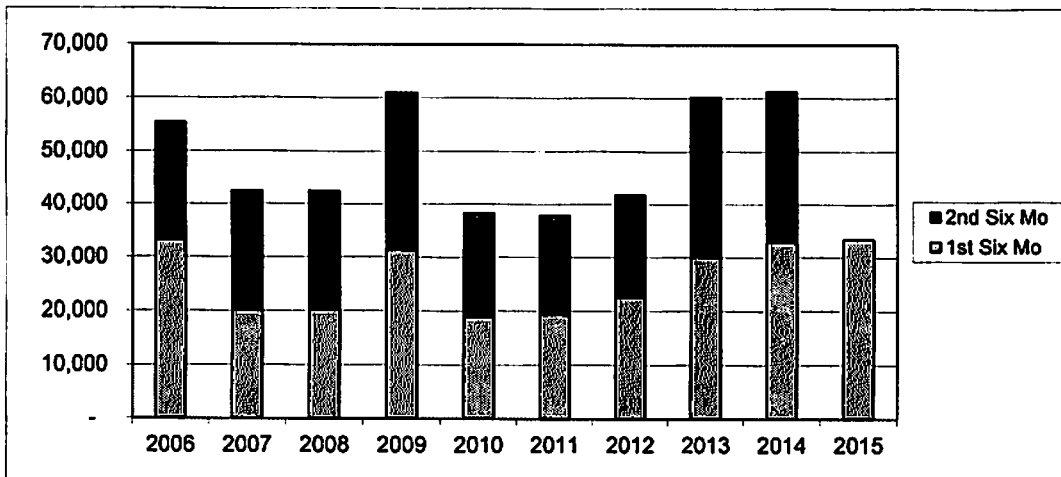
FY2005	21,177	
FY2006	12,259	
FY2007	23,392	
FY2008	13,932	
FY2009	21,710	
FY2010	35,664	roof contractors
FY2011	15,171	flooding
FY2012	31,595	
FY2013	27,373	
FY2014	42,213	



DM
4-10-15

City of Scottsbluff - revenue committee
Keno receipts
9-30-15

	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
1st Six Mo	33,238	20,021	20,129	31,366	18,898	19,304	22,576	30,057	32,856	33,447
2nd Six Mo	22,119	22,392	22,302	29,685	18,456	18,527	19,254	30,123	28,485	-
Year	55,355	42,413	42,431	61,031	38,354	37,831	41,830	60,180	61,341	33,447
Change		(12,942)	18	18,600	(22,677)	(523)	3,999	18,350	1,161	(27,894)
Average increase for FY2007 - 2014									748	



	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
October	5,388	2,829	4,003	4,566	3,807	3,023	2,789	3,039	4,585	4,099
November	4,998	2,672	3,249	4,190	2,793	2,982	3,085	5,207	5,462	5,472
December	5,985	3,460	3,741	4,861	2,701	3,220	3,502	4,864	5,856	5,688
January	6,328	3,201	3,448	5,563	3,079	3,512	4,512	5,362	5,083	6,952
February	4,073	4,160	2,475	7,185	3,204	3,188	4,264	5,865	6,656	5,299
March	6,466	3,699	3,213	5,001	3,314	3,381	4,424	5,720	5,234	5,937
April	5,983	4,488	3,484	5,643	4,400	3,644	4,213	6,193	5,369	-
May	5,557	4,617	3,780	4,542	3,444	3,089	3,178	5,528	4,782	-
June	3,664	2,606	2,301	6,548	-	3,269	2,954	4,678	4,759	-
July	2,029	4,514	4,877	5,568	5,494	2,898	2,825	4,619	4,870	-
August	2,559	2,760	3,217	4,060	-	3,001	3,138	4,462	4,357	-
September	2,327	3,407	4,643	3,304	6,118	2,826	3,146	4,643	4,348	-

City of Scottsbluff, Nebraska

Monday, May 4, 2015

Regular Meeting

Item Reports2

Council to consider the beverage contract with Pepsi Cola of Western Nebraska for city park facilities and authorize the Mayor to execute the contract.

Staff Contact: Perry Mader, Park and Rec Director

Agenda Statement

Item No.

For meeting of: May 4th, 2015

AGENDA TITLE: Council to approve beverage contract for City Parks and Recreation facilities.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Parks and Recreation

PRESENTATION BY: City Manager Rick Kuckkahn

SUMMARY EXPLANATION: The Parks and Recreation Department would like to enter into a contract with PEPSI to be our beverage provider for our department. We have used Pepsi for several years now. We solicited for proposals and heard back from Coke and Pepsi locally. Attached is a copy of the Pepsi contract. The department was more comfortable with Pepsi because of our familiarity with their staff and product. We also liked that they were willing to list specific donated items and specific dollar amounts. Coke was proposing that we be paid based on sales, which is unpredictable and significantly less than years past because we no longer offer concessions at the outdoor Splash Arena.

EXHIBITS

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

Other (specify) _____

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

EXCLUSIVE LICENSE AGREEMENT

Pepsi-Cola of Western Nebraska, LLC (“**Supplier**”) and City of Scottsbluff (“**Customer**”) located in Scottsbluff, NE hereby agrees as follows:

1. **Term.** The term of this Agreement will be for a period of Three (3) years beginning on May 1, 2015 and will continue through April 31, 2018 (the “**Term**”).
2. **Scope.** During the Term, Customer shall purchase from Supplier (i) Pepsi-Cola’s and Dr Pepper’s corporate branded premix and postmix products, as listed in Exhibit A, for use in preparing fountain beverage products sold under the trademarks of Pepsi-Cola and Dr Pepper; and (ii) Pepsi-Cola’s corporate branded packaged beverage products (including carbonated soft drinks, waters, isotonic, juices, juice drinks and/or coffee based beverages), as listed in Exhibit B, (collectively the “**Beverage Products**”) to be sold in each of the Customer’s existing and after-acquired outlets (collectively the “**Outlets**”). Supplier reserves the right to amend from time to time the Beverage Products listed on Exhibits A and B.
3. **Exclusive License.** Customer hereby grants to Supplier an exclusive license with respect to the Beverage Products as follows: the Beverage Products distributed by Supplier shall be the exclusive beverage products of their respective types sold, dispensed or otherwise made available in any manner or form, including vending machines, coolers and fountain equipment, or in any way displayed, represented or promoted at or in connection with Customer and/or Outlets (the “**Exclusive License**”).
4. **Equipment.** Equipment relating to the Beverage Products shall be provided, maintained, and repaired at Supplier’s expense. At all times, legal title to the Equipment shall belong to Supplier.
5. **Advertising.** The Exclusive License shall include the right of Supplier to be the sole advertiser of fountain and packaged beverage products at Outlets.
6. **Pricing.** A current delineation of the prices charged for the Beverage Products is set forth on Exhibit A attached hereto. Any changes to the pricing of the Beverage Products shall be mutually determined by both parties; provided, Supplier reserves the right to increase prices due to any increase in the prices it pays for Beverage Products.
7. **License Fee.** In consideration of the Exclusive License, Supplier shall pay Customer: (i) on or before May 1, 2015, the sum of two thousand dollars (\$2,000); and (ii) on or before May 1 of each year, beginning May 2016, the sum of one thousand two hundred dollars (\$1,200) (collectively the “**License Fee**”).
8. **Additional Consideration.** In addition to the License Fee, Supplier agrees to pay and provide to Customer the amounts, items, products and/or services set forth in Exhibit C attached hereto.
9. **Termination.** This Agreement may be terminated by either party if the other party shall be in breach or default under any one or more of its covenants or agreements contained

herein and such breach or default is not cured within thirty (30) days after written notice to the defaulting party.

10. **Remedies.** In the event of a default by a party, the non-defaulting party may exercise any and all rights and remedies allowed by law and/or equity.

11. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

DATED: _____

Pepsi-Cola of Western Nebraska, LLC

City of Scottsbluff

By _____

By _____

Print _____

Print _____

Title _____

Title _____

EXHIBIT A

Not applicable to this agreement.

EXHIBIT B

City of Scottsbluff AG 15

3

Packages	Units	Wholesale	Discount	Invoice Cost	Unit Cost
Carbonated Soft Drinks					
CSD PET 12 oz 3/8 Pack	12oz 3/8 pk	\$ 20.00	\$ 3.50	\$ 16.50	\$ 0.69
Mt Dew Kickstart 16/12 oz 12L	16 oz 12L	\$ 22.00	\$ 8.00	\$ 14.00	\$ 1.17
CSD PET 20 oz Bottles 24L	20 oz 24L	\$ 35.00	\$ 11.60	\$ 23.40	\$ 0.98
CSD PET Bottles 2 Liter 8L	2 Ltr 8L	\$ 20.00	\$ 8.95	\$ 11.05	\$ 1.38
Aquafina, Klarbrunn, Gatorade, Propel and Schweppes					
Aquafina 12 oz 3/8 Pack	12 oz 3/8 pk	\$ 20.00	\$ 3.85	\$ 16.15	\$ 5.38
Aquafina FlavorSplash 20 oz 24L	20 oz 24L	\$ 35.00	\$ 12.50	\$ 22.50	\$ 0.94
Aquafina 20 oz 24L	20 oz 24L	\$ 35.00	\$ 12.50	\$ 22.50	\$ 0.94
Aquafina 16.9 oz 24 Pack	16.9 oz 24L	\$ 20.00	\$ 11.70	\$ 8.30	\$ 8.30
Klarbrunn Vita Ice Bottles 17 oz 12L	17oz 12L	\$ 20.00	\$ 12.50	\$ 7.50	\$ 0.63
Propel Fitness Water 20 oz 24L	20 oz 24L	\$ 35.00	\$ 10.50	\$ 24.50	\$ 1.02
Gatorade 20 oz 24L	20 oz 24L	\$ 35.00	\$ 11.20	\$ 23.80	\$ 0.99
Lipton Tea					
Lipton Pure Leaf 18.5 oz 12L	18.5 oz 12L	\$ 20.00	\$ 5.30	\$ 14.70	\$ 1.23
Lipton Iced Tea 20 oz 24L	20 oz 24L	\$ 35.00	\$ 11.60	\$ 23.40	\$ 0.98
Rockstar, AMP and No Fear Energy					
Rockstar 16 oz 24L	16 oz 24L	\$ 50.00	\$ 16.00	\$ 34.00	\$ 1.42
Mt Dew AMP / No Fear 16 oz 12L	16 oz 12L	\$ 25.00	\$ 7.50	\$ 17.50	\$ 1.46
All Other Non-Carbonated Beverage					
Hog Wash 10 oz 12L	10 oz 12L	\$ 10.00	\$ 1.40	\$ 8.60	\$ 0.72
Muscle Milk 14 oz 12L	14 oz 12L	\$ 33.00	\$ 6.25	\$ 26.75	\$ 2.23
Ocean Spray 15.2 oz 12L	15.2 oz 12L	\$ 20.00	\$ 5.30	\$ 14.70	\$ 1.23
SoBe Lifewater 20 oz 12L	20 oz 12L	\$ 20.00	\$ 6.50	\$ 13.50	\$ 1.13

EXHIBIT C

Additional Programs and Support

- Annual Free Product for Athletics or Special Events \$ 500 Value

City of Scottsbluff, Nebraska

Monday, May 4, 2015

Regular Meeting

Item Reports3

Council to consider the Copier Connection Maintenance Contract for the Police Department and authorize the Mayor to execute the contract.

Staff Contact: Kevin Spencer, Police Chief

COPIER CONNECTION INC.

1916 Broadway
Scottsbluff Nebraska 69361

COPIER FULL SERVICE CONTRACT TONER INCLUSIVE

Purchased By: City of Scottsbluff Police Department
1801 Avenue B
Scottsbluff NE 69361

This contract will be for one year.

Contract purchased date: March 7, 2015

One each copier model Savin C2525

Beginning meter reading (Black)

327,420

(color)

156,837

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

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


This contract does include Black and Color Toner.

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

\$520.00 per year (\$44.00 per month) plus \$.018 per copy over 40,000 copies per year for black copies.
Color copies are to be billed monthly at \$.069 per copy.

Signed and agreed this _____ Day of _____, 2015.

Title _____



Service Manager

Copier Connection Inc.

Purchaser Firm Name

Please return signed contract.

1800+ minutes of "Birds on the Block"

CONFIDENTIAL - SECURITY INFORMATION

© 2000 Kluwer Academic Publishers. Printed in the Netherlands

Acknowledgments

M. A. H. Khan et al.

A. J. G. de Vries

2025 RELEASE UNDER E.O. 14176

2000

(6.4) $\{0, 1\}$

05/25

Journal of Interpersonal Violence

On 11/11/1964, the following information was received from the Bureau of the Census, Washington, D.C.:

1. *Staphylococcus aureus* (100%)

[illegible]

© 2000 by John Wiley & Sons, Inc.

don't hold the field either, and it's not all

10. Signature of the person making the statement _____

doi:10.1371/journal.pone.0034923.g002

Downloaded from <http://ajph.org/> at University of California, Los Angeles on May 15, 2015

Author: _____, Date: _____, and Initials: _____

[Signature]

[illegible]

2010-2011) results

1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 26

1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 26

City of Scottsbluff, Nebraska

Monday, May 4, 2015

Regular Meeting

Item Reports4

Council to consider the Copier Connection Maintenance Contract for the Library and authorize the Mayor to execute the contract.

Staff Contact: Abby Yellman, Librarian

Agenda Statement

Item No.

For Meeting of: May 4, 2015

AGENDA TITLE: Copier Connection Maintenance Contract

SUBMITTED BY DEPARTMENT/ORGANIZATION: Library

PRESENTATION BY: Assistant City Manager, Nathan Johnson

SUMMARY EXPLANATION:

The library requests the Mayor's signature and authorization on our annual Copier Connection maintenance contract. This is for the copier available for public use within the library. The annual maintenance fee is \$240.00.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Staff requests the Mayor's signature and authorization to continue this maintenance contract with Copier Connection.

EXHIBITS

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

Other (specify) _____

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

Please list names and addresses required for notification.

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev: 11/15/12 City Clerk

COPIER CONNECTION INC.

1916 Broadway
Scottsbluff Nebraska 69361

COPIER FULL SERVICE CONTRACT TONER INCLUSIVE

Purchased By: Scottsbluff Public Library
1809 3rd Avenue
Scottsbluff NE 69361

This contract will be for one year.

Contract purchased date: March 7, 2015

One each copier model Canon IR2525

Beginning meter reading

24,570

Copier Connection Inc. will perform all required maintenance on the copier described above as required through normal and customary usage of said copier including the following:

All service checks, replacement of damaged or worn parts, including the photosensitive drum, and all intervening service calls. Included under the terms of the contract are all charges for service labor. Service is to be performed between the hours of 8:00 A.M. and 5:00 P.M. Monday through Friday, excluding holidays.

This contract shall be limited to parts, labor and toner as a result of customary and normal use of said copier. Specifically excluded from coverage under this agreement are the following:

Damage to the said copier due to negligence, accidents or misuse by purchaser, its employees or its agents, damage as a result of any crime or vandalism, damage due to the effects of fire, damage as a result of natural forces, and damage caused from the use of toner and paper that does not meet Canon specifications. Purchaser is responsible for providing adequate space and electrical wiring for the machine.

This contract does include Black toner.

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

\$240.00 per year plus \$.018 per copy over 14,000 copies per year for black copies.

Signed and agreed this _____ Day of _____, 2015.

Title _____

Purchaser Firm Name _____



Service Manager

Copier Connection Inc.

Please return signed contract.

City of Scottsbluff, Nebraska

Monday, May 4, 2015

Regular Meeting

Item Reports5

Council to consider approval of Change Orders in the amount of \$48,184.06 on the CR24 Water Main Installation Project for additional 20” bore and casing required by NDOR and additional materials needed for fire hydrant relocation.

Staff Contact: Mark Bohl, Public Works Director

Agenda Statement

Item No.

For meeting of: May 4, 2015

AGENDA TITLE: Council to consider approval of Change Orders in the amount of \$48,184.06 on the CR24 Water Main Installation Project for additional 20" bore and casing required by NDOR and additional materials needed for fire hydrant relocation.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Public Works Department

PRESENTATION BY: Rick Kuckkahn, City Manager

SUMMARY EXPLANATION: M.C. Schaff & Associates has provided a summary and explanation of changes needed on the Water Transmission Main Project along CR 24 from Highland Rd to Hwy 26. The primary change is for an increase in the 20" bore and casing the NDOR determined was necessary on each side of Hwy 26. This also resulted in additional costs for restoration of vegetation and 12" fittings. The second change was for moving the location of fire hydrants. When the project was staked, some of the fire hydrants were located in the side slope of the irrigation ditch which led to an increase in 6" PVC waterline and fittings.

The original cost for construction of \$450,695.35 came in under the Engineer's Estimate of \$665,194. The amount budgeted for both engineering and construction was based on preliminary engineering estimates of \$809,000 so funding is available to cover the cost of these changes.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Staff recommends that Council approve the Change Orders in the amount of \$48,184.06 needed to complete this project.

EXHIBITS

Resolution ☐

Ordinance ☐

Contract ☐

Minutes ☐

Plan/Map ☐

Other (specify) ☒ Letter from M.C. Schaff & Associates and Change Order Request

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____

City Manager

Rev 3/1/99CClerk

Change Order

No. 1

Date of Issuance: 4/27/2015

Effective Date: 5/4/2015

Project: City of Scottsbluff 12" Water Transmission County Road 24	Owner: City of Scottsbluff	Owner's Contract No.:
Contract:		Date of Contract: 1/2/2015
Contractor: Paul Reed Construction		Engineer's Project No.: RM140250-00

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Balancing out estimated quantities versus actual quantities installed. The major adjustments were increasing the length of the casing as per NDOR's request and 6" pipe and fittings to move the fire hydrants off the ditch slope.

Attachments (list documents supporting change):

Bid quantities versus quantities installed spreadsheet and letter.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$450,695.35

[Increase] [Decrease] from previously
approved Change Orders No. _____ to No. _____

\$0

Contract Price prior to this Change Order:

\$450,695.35

[Increase] [~~Decrease~~] of this Change Order:

\$48,184.06

Contract Price incorporating this Change
Order:

\$498,879.41

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☐ Calendar days

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders
No. _____ to No. _____:

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

RECOMMENDED:

By: Michael Oke
Engineer (Authorized Signature)

Date: 4/27/2015

Approved by Funding Agency (if applicable): _____

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature] CFC
Contractor (Authorized Signature)

Date: 4-28-15

Date: _____

EJCDC C-941 Change Order

Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Construction Specifications Institute.

Page 1 of 2

Change Order

Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

April 27, 2015

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

RE: City of Scottsbluff 12" Water Transmission Main – CR 24 from Highland to Us Hwy 26,
Scottsbluff Nebraska, Change Order No. 1

Dear Mayor and City Council:

I am providing this letter in addition to the Quantity Balancing Spreadsheet as supporting documents for Change Order No. 1. The primary purpose of this change order is to balance out the bid quantities with the quantities actually installed.

The primary change was the increase of the 20" Bore and Casing. We obtained the NDOR's permit to occupy the right-of-way prior to bidding the project, however once the project was staked they determined that we needed to extend the casing on each side of Highway 26. This led to the increase in the 20" Bore and Casing, Restoring of Vegetation, and 12" Fittings. The second change was the moving of the fire hydrants further to the west. When the project was staked we saw that some of the hydrants were located in the side slope of the ditch. We discussed this with City staff and determined it would be best to move these hydrants further to the west and away from the ditch side slope. This led to the increase in 6" PVC Waterline and 6" Fittings.

For reference purposes, the Engineer's Estimate for this project was \$665,194.00.

Sincerely,

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



Michael Olsen
Engineering Intern

CR 24 Waterline from Highland to US Hwy 26
Quantity Balancing Spreadsheet

Bid Item No.	Description	Bid Quantity	Unit Price	Bid Value	Quantity Installed	Installed Value	Change in Contract Price
5	12" PVC Waterline	6,000	\$42.13	\$ 252,780.00	5,852	\$246,544.76	-\$6,235.24
6	6" PVC Waterline	130	\$37.00	\$ 4,810.00	197	\$7,270.50	\$2,460.50
7	12" Water Valve and Valve Box	11	\$2,497.73	\$ 27,475.03	13	\$32,470.49	\$4,995.46
9	12" Fittings	2,941	\$3.84	\$ 11,293.44	5,007	\$19,226.88	\$7,933.44
10	6" Fittings	336	\$9.06	\$ 3,044.16	1,559	\$14,120.01	\$11,075.85
11	20" Bore and Casing	110	\$375.76	\$ 41,333.60	180	\$67,636.80	\$26,303.20
12	8-inch P.C. Concrete Pavement	850	\$8.16	\$ 6,936.00	312	\$2,545.92	-\$4,390.08
13	Restore Vegetation	1,000	\$1.12	\$ 1,120.00	10,000	\$11,200.00	\$10,080.00
22	Gravel Base Surfacing	7,050	\$0.83	\$ 5,851.50	3,032	\$2,516.15	-\$3,335.36
23	Ball Locator	40	\$48.48	\$ 1,939.20	26	\$1,260.48	-\$678.72
24	Dewatering	2,500	\$0.01	\$ 25.00	-	\$0.00	-\$25.00
						Total Change	\$48,184.06

City of Scottsbluff, Nebraska

Monday, May 4, 2015

Regular Meeting

Item Resolut.1

Council to 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 (second reading).

Staff Contact: Annie Folck, City Planner

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 <input type="checkbox"/>	Ordinance <input checked="" type="checkbox"/>	Contract	Minutes <input type="checkbox"/>	Plan/Map <input checked="" type="checkbox"/>
Other (specify) _____				

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

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).

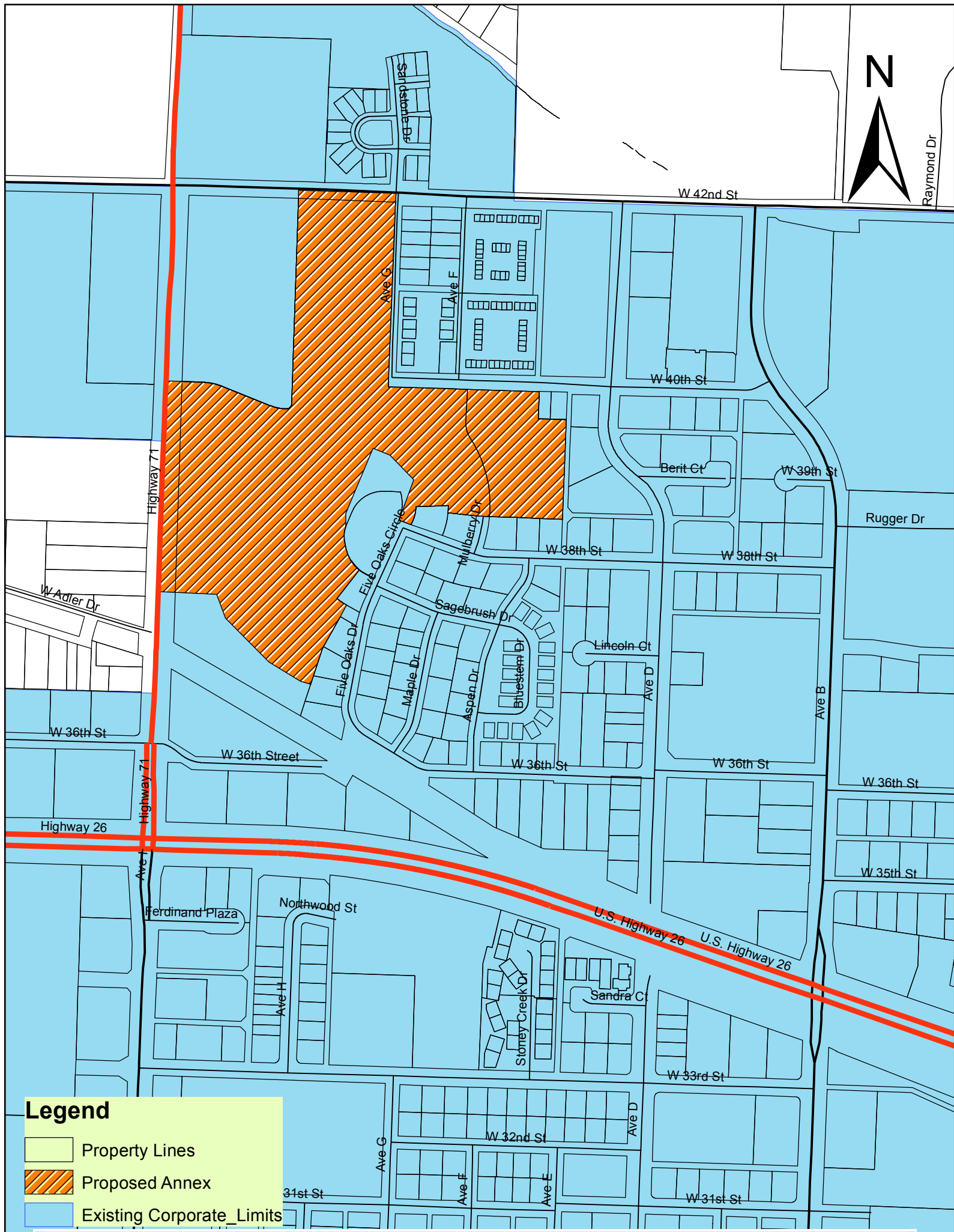
Section 4. This Ordinance shall become effective upon its passage, approval and publication as provided by law.

PASSED AND APPROVED on _____, 2015.

Mayor

ATTEST:

City Clerk (Seal)



City of Scottsbluff, Nebraska

Monday, May 4, 2015

Regular Meeting

Item Resolut.2

Council to consider an Ordinance providing for the levy of a Retail Business Occupation Tax (second reading).

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

EXHBIT “C”
REDEVELOPMENT CONTRACT

City of Scottsbluff, Nebraska

Monday, May 4, 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 (third 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, May 4, 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