

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

Regular Meeting
June 1, 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 May 18, 2015 Regular Meeting
 - b) Council to set a special meeting for June 23, 2015 at 8:00 a.m. for the purpose of conducting a FY 2015/2016 budget workshop to be held at the Platte Valley Professional Center, 1110 Circle Drive, Suite 200, Scottsbluff, NE.
7. Claims:
 - a) Regular claims
8. Public Hearings:
 - a) Council to convene as the Community Development Agency
 - b) Community Development Agency to Recess.
 - c) City Council to Reconvene.
 - d) Council to conduct a Public Hearing as scheduled for this date at 6:05 p.m. to consider the Resolution and Redevelopment Plan for Monument Mall.
 - e) Council to take action on the Resolution and Redevelopment Plan.
 - f) Community Development Agency to reconvene and take action on the Resolution concerning the Redevelopment Contract and Bond.
 - g) City Council to Reconvene.
9. Petitions, Communications, Public Input:

- a) Council to receive a presentation from the North Platte Natural Resource District regarding the recreation mapping application.
 - b) Council to consider a Community Festival Permit for the NEXT Young Professionals at the Broadway Mini Park, parking lot, including street closures, vendors, and noise permit for a Best of the West Beer and Wine Festival on August 15, 2015 from 12:00 p.m. to 9:00 p.m.
 - c) Council to consider a Special Designated Liquor License for the Liquor Cabinet and NEXT Young Professionals to serve wine and beer at a Community Festival event at the Broadway Mini Park on August 15, 2015 from 12:00 p.m. to 9:00 p.m.
10. Subdivisions & Public Improvements:
- a) Council to consider the Redevelopment Plan for the Elite Health Development including a request for Tax Increment Financing and refer the plan to the Planning Commission.
11. Reports from Staff, Boards & Commissions:
- a) Council to consider approval of approximately \$27,000.00 contingency funds for a new heater at the Westmoor Swimming Pool.
 - b) Council to review the FY 2016 Preliminary Budget Numbers.
 - c) Council to consider approval of the agreement with the Scottsbluff Public School District for the Splash Pool and authorize the Mayor to execute the agreement.
 - d) Council to authorize the Mayor to sign the grant application to the Department of Economic Development for the Civic and Community Center Financing Fund for downtown revitalization.
 - e) Council to receive information regarding the Downtown Gardens Arboretum Dedication and Bike Rack unveiling to be held June 5, 2015.
 - f) Council to consider the Thomas P. Miller and Associates contract for Economic Development services to the Economic Development Inter-Local partner cities and authorize the Mayor to execute the contract.
12. Resolution & Ordinances:
- a) Council to consider Ordinances regarding the structure of the Fair Housing Commission and the appointment of members or repeal of the Fair Housing Commission.
13. Executive Session
- a) Council Reserves the right to enter into executive session if deemed necessary if the item is on the agenda.
14. Public Comments: The purpose of this agenda item is to allow for public comment of items for potential discussion at a future Council Meeting. Comments brought to the Council are for information only. The Council will not take any action on the item except for referring it to staff to address or placement on a future Council Agenda. This comment period will be limited to three (3) minutes per person
15. Council reports (informational only):

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

City of Scottsbluff, Nebraska

Monday, June 1, 2015

Regular Meeting

Item Consent1

Approve the Minutes of the May 18, 2015 Regular Meeting

Staff Contact:

Regular Meeting
May 18, 2015

The Scottsbluff City Council met in a regular meeting on Monday, May 4, 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 May 15, 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 May 15, 2015. An agenda kept continuously current was available for public inspection at the office of the city clerk at all times from publication of the notice to the time of the meeting.

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

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 Mayor Meininger, seconded by Council Member Colwell that the May 4, 2015 Minutes be removed from the consent calendar and voted on separately, "YEAS", Gonzales, Colwell, Meininger, Shaver and Hilyard. "NAYS" None. Absent: None.

Moved by Mayor Meininger, seconded by Council Member Hilyard, "to approve the absence of Council Member Gonzales from the May 4, 2015 Regular Meeting," "YEAS", Gonzales, Colwell, Meininger, and Hilyard. "NAYS" Shaver. Absent: None.

Regarding the May 4, 2015 Minutes, City Clerk Dickinson informed the Council that there was an error on the minutes in reference to Ordinance No. 4155, the vote was actually "YEAS", Colwell, Meininger, and Hilyard. "NAYS" Shaver. Absent: Gonzales. The minutes will be changed to reflect the correction. Moved by Mayor Meininger, seconded by Council Member Shaver, "to approve the May 4, 2015 Regular Meeting Minutes as corrected," "YEAS", Gonzales, Colwell, Meininger, Shaver and Hilyard. "NAYS" None. Absent: None.

Moved by Mayor Meininger seconded by Council Member Colwell "to pull the payment to First State Bank in the amount of \$52,569.86 for debt service principal and interest, to be voted on separately," "YEAS", Gonzales, Colwell, Meininger, Shaver and Hilyard. "NAYS" None. Absent: None.

Moved by Mayor Meininger, seconded by Council Member Shaver, "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 May 18, 2015, as on file with the City Clerk and submitted to the City Council," "YEAS", Gonzales, Colwell, Meininger, Shaver and Hilyard. "NAYS" None. Absent: None.

CLAIMS

3M CENTER-TRAFFIC CONTROL,1405 ; ACTION COMMUNICATIONS INC.,1476 ; AE SERVICES, LLC,226.85 ; AFC LLC,17712 ; AIR EVAC EMS, INC,1430 ; ALAMAR CORP,620.5 ; ALLO COMMUNICATIONS, LLC,4855.88 ; ANDREW HAYWARD,1600 ; ANITA'S GREENSCAPING INC,866.67 ; ASSOCIATED SUPPLY CO, INC,1046.04 ; ASSURITY LIFE

INSURANCE CO,34.36 ; AULICK LEASING CORP,504.98 ; AUTOZONE STORES, INC,44.72 ;
 B&C STEEL CORPORATION,103.94 ; BIRUTA D. WALTON,224.25 ; BLUFFS SANITARY
 SUPPLY INC.,459.38 ; BRIDGER TWOMBLY,37.31 ; CAPITAL BUSINESS SYSTEMS INC.,408.11 ;
 CARLSON, DEBRA,24.36 ; CARR TRUMBULL LBR INC.,107.4 ; CELLCO PARTNERSHIP,360.11 ;
 CEMENTER'S INC,409.28 ; CITIBANK N.A., 1496.36 ; CITY OF GERING,47604.54 ; COMPUTER
 CONNECTION INC,537.3 ; CONTRACTORS MATERIALS INC.,112.7 ; CREDIT BUREAU OF
 COUNCIL BLUFFS,28.5 ; CREDIT MANAGEMENT SERVICES INC.,191.4 ; CULLIGAN OF
 SCOTTSBLUFF,389.5 ; DALE'S TIRE & RETREADING, INC.,817.84 ; DOMINGO PALOMO,72 ;
 DUANE E. WOHLERS,800 ; ELECTRONIC RECYCLERS, INC,2487.02 ; ELLIOTT EQUIPMENT
 COMPANY INC., 235.71 ; FAT BOYS TIRE AND AUTO,797.54 ; FEDERAL EXPRESS
 CORPORATION,176.62 ; FELSBURG HOLT & ULLEVIG, INC,528.08 ; FLOYD'S TRUCK
 CENTER, INC,4386.28 ; FREMONT MOTOR SCOTTSBLUFF, LLC,,22.02 ; GALE/CENGAGE
 LEARNING,22.39 ; GARY'S CLEANING & RESTORATION SERV,4805.94 ; GENERAL ELECTRIC
 CAPITAL CORPORATION,311.11 ; GERING MEDIA GROUP,30 ; HASTINGS HOSPITALITY
 INC,284.85 ; HAWKINS, INC.,2518.65 ; HEILBRUN'S INC.,4266.73 ; HULLINGER GLASS &
 LOCKS INC.,214 ; HYDROTEX PARTNERS, LTD,4423.02 ; ICMA RETIREMENT TRUST-
 457,,1325.14 ; IDEAL LAUNDRY AND CLEANERS, INC.,1619.41 ; INDEPENDENT PLUMBING
 AND HEATING, INC,86.09 ; INGRAM LIBRARY SERVICES INC,4242.71 ; INTERNAL REVENUE
 SERVICE,59986.11 ; INVENTIVE WIRELESS OF NE, LLC,54.95 ; JOHN DEERE
 FINANCIAL,257.92 ; JOHN DEERE FINANCIAL, 730.41 ; JOSHUA JAMES BENZ,960.5 ;
 KAWASAKI KORNER,1980.94 ; KEVIN, PEGGY SEGELKE,877.35 ; KITE, LANCE,120 ; KRIZ-
 DAVIS COMPANY,382.47 ; LEAGUE ASSOCIATION OF RISK MANAGEMENT,101.66 ;
 LEXISNEXIS RISK DATA MANAGMENT INC,100 ; M.C. SCHAFF & ASSOCIATES, INC,6036 ;
 MADISON NATIONAL LIFE, 1830.48 ; MARIE'S EMBROIDERY,29 ; M-B CO, INC,939.38 ;
 MENARDS, INC,797.46 ; MIDLANDS NEWSPAPERS, INC,4383.92 ; MIDWEST MOTOR SUPPLY
 CO INC,350.4 ; MONUMENT PREVENTION COALITION, 939.94 ; MOTOROLA SOLUTIONS,
 INC,425.6 ; NATHAN JOHNSON,216.2 ; NATIONAL ARBOR DAY FOUNDATION,15 ; NE CHILD
 SUPPORT PAYMENT CENTER,1814.68 ; NE COLORADO CELLULAR, INC, 36.2 ; NE DEPT OF
 REVENUE,19235.01 ; NE MOSQUITO & VECTOR CONTROL ASSN.,95 ; NEBRASKA
 FLOODPLAIN & STORMWATER MANAGERS ASSOC,45 ; NEBRASKA INTERACTIVE, LLC,21 ;
 NEBRASKA PUBLIC POWER DISTRICT,40893.18 ; NEOPOST,1000 ; NEOPOST USA INC,1401.4 ;
 NETWORKFLEET, INC,18.95 ; NORTHERN LAKE SERVICE, INC,3604.25 ; NORTHWEST PIPE
 FITTINGS, INC. OF SCOTTSBLUFF, 152.92 ; OCLC ONLINE COMPUTER LIBRARY CENTER,
 INC,300.85 ; OLGA CONTU,25 ; ONE CALL CONCEPTS, INC,160.5 ; OREGON TRAIL
 PLUMBING, HEATING & COOLING INC,9365 ; PANHANDLE COOPERATIVE
 ASSOCIATION,20503.43 ; PANHANDLE ENVIRONMENTAL SERVICES INC,126 ; PAUL REED
 CONSTRUCTION & SUPPLY, INC,71118.82 ; PELCO CORP,8 ; PIONEER TINT & CLEAR
 BRA,199 ; PLATTE VALLEY BANK,13425.23 ; POSTMASTER,882.74 ; QUILL CORP,248.81 ;
 REGIONAL CARE INC,21394.76 ; REGISTER OF DEEDS,120 ; RENAE L GRIFFITHS,796.92 ;
 RICHARD PARKER,72 ; ROY ROJAS,260 ; RS VENTURES LLC,94.83 ; RUSHMORE MEDIA
 COMPANY, INC,325 ; S M E C,238 ; SANDBERG IMPLEMENT, INC,1311.16 ; SCB CO WEED
 CONTROL,2000 ; SCB COUNTY,141 ; SCB FIREFIGHTERS UNION LOCAL 1454,225 ;
 SCOTTSBLUFF BODY & PAINT,665 ; SCOTTSBLUFF LANDSCAPING INC,425 ; SCOTTSBLUFF
 POLICE OFFICERS ASSOCIATION,600 ; SHERIFF'S OFFICE,30.64 ; SHERWIN WILLIAMS,,19.19
 ; SIMMONS OLSEN LAW FIRM, P.C.,12833.1 ; SIMON CONTRACTORS,12519.51 ; SNELL

SERVICES INC.,1254.86 ; TEXAS PNEUDRAULIC INC,130.6 ; THE CHICAGO LUMBER COMPANY OF OMAHA INC,69.96 ; THOMAS P MILLER & ASSOCIATES, LLC,30362.57 ; TOMMY'S JOHNNYS INC,1305 ; TOYOTA MOTOR CREDIT CORPORATION,383.99 ; TRANS IOWA EQUIPMENT LLC,2500 ; TRI-TECH FORENSICS INC.,34.75 ; UNIQUE MANAGEMENT SERVICES, INC,161.1 ; US BANK,58747.5 ; US BANK,,3639.26 ; VALLEY BANK & TRUST CO,9727.5 ; VAN DIEST SUPPLY COMPANY,1394.8 ; VOGEL WEST, INC,,10.55 ; WELLS FARGO BANK, N.A.,30163.03 ; WESTERN COOPERATIVE COMPANY,429.81 ; WESTERN COOPRTATIVE COMPANY, 1707.54 ; WESTERN PATHOLOGY CONSULTANTS, INC,76 ; WESTERN TRAVEL TERMINAL, LLC,50.99 ; XEROX BUSINESS SERVICES LLC,1395 ; YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE,2147.75 ; ZM LUMBER INC,301.14 ; REFUNDS: KRISTI MOORE 1.01; JASON SALAZAR 31.89; WILLIAM WISSWELL 50.58; CAITLYN CARTER 23.37; BRIAN DUNLAP 29.59; AMANDA CYR 31.03; HERSHELL STONER 31.51; PATTIE YOWELL 90; 1ST CHURCH OF GOD 104.77; MARY ELLWANGER .52; CANDI FROHMAN 6.26; ROCKSTEP 7.11; JOSEPH LOVELIDGE 22.21; KATHRYNE VANDAMME 79.87.

Moved by Mayor Meininger, seconded by Council Member Colwell, "to acknowledge a conflict of interest for Council Member Shaver regarding the claim to First State Bank and excuse him from discussing or voting on this item," "YEAS", Gonzales, Colwell, Meininger, Shaver and Hilyard. "NAYS" None. Absent: None.

Moved by Mayor Meininger, seconded by Council Member Colwell, "to approve payment to First State Bank in the amount of \$52,569.86 for debt service principal and interest," "YEAS", Gonzales, Colwell, Meininger, and Hilyard. "NAYS" None. Absent: None. Abstain: Shaver.

Assistant City Manager Johnson presented the bids for Paving District 312. Mayor Meininger reported that the following bids were received: Infinity Construction \$788,406.00; Anderson & Shaw \$958,835.00; Paul Reed Construction \$1,045,360.19. The engineer's estimate for this project was \$1,032,900.00. Moved by Mayor Meininger, seconded by Council Member Shaver, "to award the bid for Paving District 312 to Infinity Construction in the amount of \$788,406.00 as the best and most responsible bid," "YEAS", Gonzales, Colwell, Meininger, Shaver and Hilyard. "NAYS" None. Absent: None.

Donna Thompson, Executive Director for the West Nebraska Art Center, 106 East 18th St., presented three special designated liquor licenses and event permits to be held at the Art Center. She explained that they will have the signage supplied by the Liquor Commission regarding the consumption of alcohol and will have staff and volunteers who are trained to serve alcohol. Moved by Council Member Gonzales, seconded by Council Member Colwell, "to approve issuance of a special arts-related event wine permits for the West Nebraska Arts Center, 106 East 18th Street and special designated liquor licenses for events on the following dates: July 2, 2015 4:00 p.m. to 8:00 p.m.; September 3, 2015 4:00 p.m. to 8:00 p.m. and October 30, 2015 7:00 p.m. to 10:00 p.m.," "YEAS", Gonzales, Colwell, Meininger, Shaver and Hilyard. "NAYS" None. Absent: None.

Deputy City Attorney Ediger presented an Economic Development Assistance Agreement with Southwest Business Corporation (SWBC) for Council consideration. He explained that SWBC is applying for assistance to recruit employees. They currently have 180 employees and would like to double this number as soon as possible. They can either add the employees here or acquire more space at their San Antonio location. We would prefer they add the jobs locally. The job credits are based on \$5,000 per job over a five year period. Based on the timing of this grant, their request is based on an additional 100 employees over a five year period, in addition to the base employee number of 100. This would essentially be a \$500,000.00 grant for economic development assistance. They are asking for the initial \$250,000.00 at closing to use for incentives, then \$50,000.00 per year for the next five years, as earned. Their goal is to have over 400 positions. The LB840 Application Review Committee recommended approving the grant in the terms that SWBC requested. Mr. Kuckkahn stated that the company would like to get aggressive in their search for qualified employees in our area through incentives and advertising. Mr. Ediger added that they plan to coordinate with the Chamber of Commerce

and Twin Cities Development. They have offered jobs locally and have already increased the salary by \$2.00/hour; they also have an excellent benefit package. They are currently facing some ups and downs regarding the past history of the business location. Some qualified employees have moved on to other jobs.

Mr. Ediger emphasized that SWBC would rather not out source jobs overseas, but rather keep the jobs local. The skill sets are a step up from the previous company. This is a privately owned company, who has worked with WNCC to do a lot of their skill set training. The company is already here; they need the assistance to increase their employee numbers. Moved by Mayor Meininger, seconded by Council Member Shaver, "to approve the Economic Development Assistance Agreement with Southwest Business Corporation (SWBC) for an initial amount of \$250,000.00 with a maximum grant amount of \$500,000.00 based on the number of jobs created, "YEAS", Gonzales, Colwell, Meininger, Shaver and Hilyard. "NAYS" None. Absent: None.

Mayor Meininger continued the public hearing which was opened on April 20, 2015 to consider the rezone of proposed Lots 1 & 2, Block 9 Five Oaks Subdivision, parcels are South of 42nd & East of Highway 71. City Planner Annie Folck explained that staff and the Planning Commission are recommending approval of this zone change from Agricultural to Neighborhood and Retail Commercial as it fits with the proposed development of this property and the purchase of additional property for their development. She noted that the rezone will need to be contingent on the final plat. Mayor Meininger closed the public hearing at 6:25 p.m. There were no comments from the public. Mayor Meininger introduced Ordinance No. 4158 which was read by title on first reading: **AN ORDINANCE DEALING WITH ZONING, AMENDING SECTION 25-1-4 BY UPDATING THE OFFICIAL ZONING DISTRICT MAP TO SHOW THAT PART OF PROPOSED LOTS 1 & 2, BLOCK 9, FIVE OAKS SUBDIVISION, SITUATED IN PART OF THE NW ¹/₄ OF SECTION 14, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NE, WHICH IS CURRENTLY ZONED AS A-AGRICULTURAL, WILL NOW BE INCLUDED IN THE C-2 NEIGHBORHOOD AND RETAIL COMMERCIAL, AND REPEALING PRIOR SECTION 25-1-4.**

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

The motion carried having been approved by three-fourths of the Council Members. Moved by Mayor Meininger, seconded by Council Member Hilyard, "that Ordinance No. 4158 be adopted, contingent upon the approval of the final plat of the development," "YEAS", Colwell, Meininger, Shaver, Gonzales, and Hilyard, "NAYS": None. Absent: None.

Mayor Meininger opened the public hearing set for this date at 6:27 p.m. to consider the Blight and Substandard Conditions Study for the area southeast of Highway 71 and 42nd Street and Adler Tracts. City Planner Folck explained that the Blight study encompasses the area that was just rezoned, including the area known as Adler Tracts, which has gravel streets and aging housing. In addition, the development east of Highway 71 has some half streets, which are inadequate and a criteria for the blight designation. Council Member Shaver commented on the need to include 42nd street, as it is in very rough condition. The street is not included in the study; the street would need to be included in the legal description in the Blight and Substandard study. Mike Bacon, representing the Webb's who are the developers of the project, explained that the Blight Study was prepared by Charles Bunger, who is the author of the constitutional amendment providing for Tax Increment Financing (TIF) in Nebraska and the definition of blight and substandard. The report explains that the condition of the property does impact the development of this area. The Webb's intend to invest substantial funds to build a commercial building on this property.

Mayor Meininger closed the public hearing at 6:30 p.m. There were no further comments from the public. Moved by Mayor Meininger, seconded by Council Member Shaver, "to approve the study designating a portion of Five Oaks Subdivision and Adler Tracts as Blighted and Substandard and approve Resolution No. 15-05-03," "YEAS", Colwell, Meininger, Shaver, Gonzales, and Hilyard, "NAYS": None. Absent: None.

RESOLUTION 15-05-03

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

Recitals:

- a. It is necessary, desirable, advisable, and in the best interests of the City of Scottsbluff, Nebraska (the "City"), for the City to undertake and carry out redevelopment projects in certain areas of the City that are determined to be blighted and substandard and in need of redevelopment;
- b. The Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the "Act"), prescribes the requirements and procedures for the planning and implementation of redevelopment projects;
- c. Section 18-2109 of the Act requires that, prior to the preparation of a redevelopment plan for a redevelopment project, the Mayor and City Council shall, by resolution, declare the area to be blighted and substandard;
- d. At its regular City Council meeting on May 18, 2015, the Mayor and City Council of the City held a public hearing (the "Public Hearing") to determine whether the area more fully described on Attachment 1 (the "Redevelopment Area") should be declared blighted and substandard, and in need of redevelopment, as required by the Act;
- e. The City published and mailed notices of the Public Hearing regarding the consideration of declaring property to be blighted and substandard pursuant to Section 18-2115 of the Act;
- f. The Public Hearing was conducted and all interested parties were afforded a reasonable opportunity to express their views respecting the declaration of the Redevelopment Area as blighted and substandard and in need of redevelopment, and the Mayor and City Council reviewed and discussed a blight and substandard determination analysis as per Attachment 2 (the "Blight Study") prepared by Charles K. Bunger, Attorney at Law;
- g. The Blight Study was forwarded to the Planning Commission of the City for its review and recommendation and the Mayor and City Council reviewed the recommendations received from the Planning Commission; and
- h. The Mayor and City Council desire to determine whether the Redevelopment Area is blighted and substandard and in need of redevelopment in accordance with the Act.

Resolved that:

1. The Redevelopment Area is declared to be substandard and in need of redevelopment pursuant to the Act, in that conditions now exist in the Redevelopment Area for meeting the criteria set forth in Section 18-2103(10) of the Act, as described and set forth in the Blight Study. The Redevelopment Area is more particularly described on Attachment 1.
2. The Redevelopment Area is further declared to be blighted and in need of redevelopment pursuant to the Act, in that conditions now exist in the Redevelopment Area meeting the criteria set forth in Section 18-2103(11) of the Act, as described and set forth in the Blight Study.
3. The blighted and substandard conditions existing in the Redevelopment Area are beyond remedy and control solely through the regulatory process and the exercise of police power and cannot be dealt with effectively by the ordinary operations of private enterprise without the aids provided by the Act, and the elimination of the blighted and substandard conditions under the authority of the Act is found to be a public purpose and declared to be in the public interest.

4. The Redevelopment Area is in need of redevelopment and is or will be an eligible site for a redevelopment project under the provisions of the Act at the time of the adoption of any redevelopment plan with respect to the Redevelopment Area.
5. This Resolution shall become effective immediately upon its adoption.

PASSED and APPROVED on May 18, 2015.

Mayor

ATTEST:

City Clerk (Seal)

City Manager Kuckkahn explained the remaining items regarding the development of Block 9 of the Five Oaks Subdivision. One of the items of concern is the connection of Highway 71 with 40th street. The Planning Commission and staff would like to see the continuation of 40th street with a full street to Ave. I (Highway 71). The approximate cost for this street is \$150,000.00. The Developer's Agreement needs to address access to both parcels one and two and the time period for this development. The Developers will need to make these adjustments before we can move forward with the Ordinance to vacate, Revised Preliminary Plat, approval of Developer's Agreement and Proposed Final Plat. Staff is recommending that the items concerning this development be tabled.

Moved by Council Member Shaver, seconded by Council Member Hilyard, "to table the following agenda items: 11a. Council to consider an Ordinance to Vacate Block 9, Five Oaks Subdivision, Scottsbluff, Scotts Bluff County, Nebraska; 11b. Council to consider a Revised Preliminary Plat for Five Oaks Subdivision; 11c. Council to receive an update of the status of the Developer's Agreement for the Five Oaks Subdivision; 11d. Council to receive a report on the Proposed Final Plat for Lots 1 and 2, Block 9, Five Oaks Subdivision, situated in the NW 1/4 of Section 14, T22N, R55W of the 6th P.M., Scotts Bluff County, Nebraska," "YEAS", Colwell, Meininger, Shaver, Gonzales, and Hilyard, "NAYS": None. Absent: None.

Moved by Mayor Meininger, seconded by Council Member Shaver, "to remove from the table the beverage contract with Pepsi Cola of Western Nebraska for city park facilities," "YEAS", Colwell, Meininger, Shaver, Gonzales, and Hilyard, "NAYS": None. Absent: None.

Assistant City Manager Johnson presented an update from the research regarding purchase of beverages for the park facilities. Mr. Johnson stated that there are retailers that offer the per item cost which is less expensive than the contract with Pepsi, however, city staff would need to shop and stock the product. The 20 oz. bottles are not available in the stores. If we did not use Pepsi as our supplier, we would not receive approximately \$5900 of donated products. Pepsi has been a good company to work with, donating several items to our various events. Council Member Shaver stated that there are other products we could provide in different size containers, which would be less expensive. He feels there is adequate city staff available to shop for the products. Mr. Johnson also informed Council that Pepsi provides the coolers for the product, which we would need to be replaced if we did not use Pepsi products. Moved by Council Member Colwell, seconded by Council Member Gonzales, "to approve the beverage contract with Pepsi Cola of Western Nebraska for city park facilities and authorize the Mayor to execute the contract," "YEAS", Colwell, Meininger, Gonzales, and Hilyard, "NAYS": Shaver. Absent: None.

Mr. Johnson presented the contract for concessions at Lacy Park with Jessica Rivera, who will pay the City \$100.00 per month to operate the concession stand. Moved by Council Member Hilyard, seconded by Council Member Colwell, "to approve the contract for concessions at Lacy Park and authorize the Mayor to execute the contract," "YEAS", Colwell, Meininger, Shaver, Gonzales, and Hilyard, "NAYS": None. Absent: None.

City Planner Folck gave the Council an update of the downtown development project. We received notification of first round grant approval for the pre-application for the project, so staff will be submitting the grant application by June 15th, with notification expected by June 30th. There will be a public meeting / open house on June 2, 2015 at the Midwest Theater from 4-6 pm to share the plan with the community. A conceptual design and examples from other communities will also be available. Staff is looking for input from the community and the City Council.

Ms. Folck informed the Council that the Comprehensive Development Plan is still in progress. Panhandle Area Development District will be providing information regarding housing demographics and Diamond Back Engineering is beginning work on the utility study to identify development locations as it relates to utilities. The floodplain study is underway and staff has met with the Army Corp of Engineers, the Department of Natural Resources and FEMA. The updated floodplain study will take approximately 18 months to complete.

Mr. Kuckkahn added that staff will bring sections of the plan to the Planning Commission and City Council, making it a living plan, so it's constantly being updated. We could have duplicated the current comprehensive plan, but it doesn't serve the purpose anymore nor does it provide the type of working plan that will be beneficial. We want to make the Comprehensive Development Plan more of a policy document.

City Manager Kuckkahn gave the Council an update on the Regional Economic Development inter-local meeting which was held May 11, 2015. Thomas P. Miller and Associates drafted an inter-local agreement which unifies the communities, provides cooperative funding options, and offers resources to attract industries and businesses to the region. The agreement will also provide forms of seed funding that are in line with the plan. The committee will also consider expenses for economic development projects such as memberships with the community's Chamber of Commerce, Panhandle Area Development District, Twin Cities Development and other economic development groups. Regarding development, we will look at what we have and what we want to promote. This committee will basically be an umbrella to economic development efforts in the region. Another part of the discussion was the amount of funding each community should contribute to develop the plan.

Maunette Loeks, Star Herald, approached the council and asked that the media be informed of the Regional Economic Development Committee meetings. Staff will make sure the media is informed of all meetings.

City Manager Kuckkahn gave the Council a summary regarding Simon Contractor's liquidated damages for the Avenue I street project. Simons Construction was the prime contractor for the project which was let by the Nebraska Department of Roads (NDOR). Simons hired Perkins and Perkins, a Disadvantaged Business Enterprise (DBE), who has provided less than adequate services.

Staff is recommending that we give credit for the 20 days that no one was on site to do the work, which is \$54,600.00. Simons has asked for an additional 3 days credit which was the amount of time it took to replace the inferior work. Currently the NDOR has withheld \$178,753.79 from Simons Contractor's for liquidated damages and labor costs. Mr. Kuckkahn commented that we should try to compromise with Simons Construction as they are a local company and we respect their business. Staff is recommending that we credit the 20 days, making the amount of liquidated damages withheld \$124,153.79.

Council Member Hilyard asked why the work was not complete and who should be responsible for making sure it is complete. Public Works Director Mark Bohl commented that striping and the final walk through is left to be completed. It has been over a year now, from when the project began on April 6, 2014. The taper has been notified and should be here soon to complete the project. The Engineer, Baker and Associates should be contacting the contractor to make sure the project is complete.

Council discussed holding off on a decision until the work is complete. Moved by Mayor Meininger, seconded by Council Member Hilyard, "to not take further action regarding Simon Contractor's liquidated damages for the Avenue I street project until the project is complete," "YEAS", Colwell, Meininger, Shaver, Gonzales, and Hilyard, "NAYS": None. Absent: None.

Council introduced Ordinance No. 4159 which was read by title on third 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. Assistant City Manager Johnson noted that the Ordinance needs to reflect an effective date of July 1, 2015 to enable the businesses to get the process in place to collect the additional sales tax, and to add an administrative fee of 5%. Moved by Council Member Shaver, seconded by Council Member Gonzales, "to approve Ordinance No. 4159 providing for the levy of a Retail Business Occupation Tax to the Monument Mall property," "YEAS", Colwell, Meininger, Shaver, Gonzales, and Hilyard, "NAYS": None. Absent: None.

Council introduced Ordinance No. 4160 which was read by title on third 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.** Moved by Council Member Hilyard, seconded by Council Member Shaver, "to adopt Ordinance 4160 annexing land in the Northwest Quarter of Section 14, Township 22 North, Range 55 West, of the 6th Principal Meridian, in Scotts Bluff County, Nebraska, "YEAS", Colwell, Meininger, Shaver, Gonzales, and Hilyard, "NAYS": None. Absent: None.

Mayor Meininger introduced Ordinance 4161 which was read by title on first reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA AMENDING THE MUNICIPAL CODE AT CHAPTER 15, ARTICLE 1, SECTION 1 DEALING WITH THE PARKS AND IDENTIFICATION OF PARKS IN THE CITY OF SCOTTSBLUFF, NEBRASKA; REPEALING PRIOR SECTIONS INCONSISTENT WITH THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

The motion carried having been approved by three-fourths of the Council Members. Moved by Mayor Meininger, seconded by Council Member Hilyard, "that Ordinance No. 4161 be adopted," "YEAS", Colwell, Meininger, Shaver, Gonzales, and Hilyard, "NAYS": None. Absent: None.

Mr. Johnson explained that due to uncertainties with the Splash Pool, the cost for a pool pass will be lowered to \$125.00 for the season for the Splash Pool and the Westmoor Pool. Mayor Meininger introduced Ordinance No. 4162 which was read by title on first reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA, AMENDING THE MUNICIPAL CODE AT CHAPTER 6, ARTICLE 6, RELATING TO THE ADMISSION FEES FOR SWIMMING POOLS, IN PARTICULAR, AMENDING A SEASON TICKET PRICE, REPEALING PRIOR SECTIONS, PROVIDING FOR PUBLICATION IN PAMPHLET FORM AND PROVIDING FOR AN EFFECTIVE DATE.**

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

The motion carried having been approved by three-fourths of the Council Members. Moved by Mayor Meininger, seconded by Council Member Gonzales, "that Ordinance No. 4162 be adopted," "YEAS", Colwell, Meininger, Gonzales, and Hilyard, "NAYS": Shaver, Absent: None.

Moved by Council Member Shaver, seconded by Mayor Meininger, "to adjourn the meeting at 7:15 p.m.," "YEAS", Colwell, Meininger, Shaver, Gonzales, and Hilyard, "NAYS": None. Absent: None.

Mayor

Attest:

City Clerk

“Seal”

City of Scottsbluff, Nebraska

Monday, June 1, 2015

Regular Meeting

Item Consent2

Council to set a special meeting for June 23, 2015 at 8:00 a.m. for the purpose of conducting a FY 2015/2016 budget workshop to be held at the Platte Valley Professional Center, 1110 Circle Drive, Suite 200, Scottsbluff, NE.

Staff Contact: Cindy Dickinson, City Clerk

City of Scottsbluff, Nebraska

Monday, June 1, 2015

Regular Meeting

Item Claims1

Regular claims

Staff Contact: Renae Griffiths, Finance Director



Expense Approval Report

By Vendor Name

Post Dates 5/19/2015 - 6/1/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 09505 - 21ST CENTURY EQUIPMENT LLC					
Fund: 215 - SPECIAL PROJECTS					
EQUIP-FIREARMS RANGE	DEPARTMENT SUPPLIES				792.23
EQUIP-FIREARMS RANGE	DEPARTMENT SUPPLIES				1,106.77
Fund 215 - SPECIAL PROJECTS Total:					1,899.00
Vendor 09505 - 21ST CENTURY EQUIPMENT LLC Total:					1,899.00
Vendor: 08144 - AE SERVICES, LLC					
Fund: 111 - GENERAL					
EQP MTC	EQUIPMENT MAINTENANCE				150.00
Fund 111 - GENERAL Total:					150.00
Vendor 08144 - AE SERVICES, LLC Total:					150.00
Vendor: 06068 - AHLERS BAKING INC					
Fund: 111 - GENERAL					
DEPT SUPPL	DEPARTMENT SUPPLIES				25.98
Fund 111 - GENERAL Total:					25.98
Vendor 06068 - AHLERS BAKING INC Total:					25.98
Vendor: 03711 - AMAZON.COM HEADQUARTERS					
Fund: 111 - GENERAL					
Bks	BOOKS				240.36
Fund 111 - GENERAL Total:					240.36
Vendor 03711 - AMAZON.COM HEADQUARTERS Total:					240.36
Vendor: 00153 - AMER BACKFLOW PREVENTION ASSOC					
Fund: 641 - WATER					
MEMBERSHIPS	MEMBERSHIPS				65.00
Fund 641 - WATER Total:					65.00
Vendor 00153 - AMER BACKFLOW PREVENTION ASSOC Total:					65.00
Vendor: 09349 - ANDREW HAYWARD					
Fund: 111 - GENERAL					
CON SRV	CONTRACTUAL SERVICES				800.00
Fund 111 - GENERAL Total:					800.00
Vendor 09349 - ANDREW HAYWARD Total:					800.00
Vendor: 05044 - ASSOCIATED SUPPLY CO, INC					
Fund: 111 - GENERAL					
EQP MTC	EQUIPMENT MAINTENANCE				92.05
BLD MTC	BUILDING MAINTENANCE				6,872.26
BLD MTC	BUILDING MAINTENANCE				6,396.17
Fund 111 - GENERAL Total:					13,360.48
Vendor 05044 - ASSOCIATED SUPPLY CO, INC Total:					13,360.48
Vendor: 00405 - BLUFFS SANITARY SUPPLY INC.					
Fund: 111 - GENERAL					
Dept Supp	DEPARTMENT SUPPLIES				196.39
DEPT & JANIT SUPPL	DEPARTMENT SUPPLIES				70.69
DEPT & JANIT SUPPL	DEPARTMENT SUPPLIES				70.68
DEPT & JANIT SUPPL	JANITORIAL SUPPLIES				21.25
DEPT & JANIT SUPPL	JANITORIAL SUPPLIES				21.25
Jan sup	JANITORIAL SUPPLIES				169.95
Fund 111 - GENERAL Total:					550.21

Expense Approval Report

Post Dates: 5/19/2015 - 6/1/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				68.84
				Fund 621 - ENVIRONMENTAL SERVICES Total:	68.84
				Vendor 00405 - BLUFFS SANITARY SUPPLY INC. Total:	619.05
Vendor: 00226 - BRUCE ROLLS					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				118.98
				Fund 111 - GENERAL Total:	118.98
				Vendor 00226 - BRUCE ROLLS Total:	118.98
Vendor: 00091 - BSN SPORTS, INC					
Fund: 111 - GENERAL					
GRD MTC	GROUNDS MAINTENANCE				159.11
				Fund 111 - GENERAL Total:	159.11
				Vendor 00091 - BSN SPORTS, INC Total:	159.11
Vendor: 00735 - CAPITAL BUSINESS SYSTEMS INC.					
Fund: 111 - GENERAL					
Dept Supp	DEPARTMENT SUPPLIES				100.83
				Fund 111 - GENERAL Total:	100.83
				Vendor 00735 - CAPITAL BUSINESS SYSTEMS INC. Total:	100.83
Vendor: 00055 - CARR TRUMBULL LBR INC.					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				35.96
				Fund 111 - GENERAL Total:	35.96
				Vendor 00055 - CARR TRUMBULL LBR INC. Total:	35.96
Vendor: 00787 - CASH WA DISTRIBUTING					
Fund: 111 - GENERAL					
CON SUP	CONCESSION SUPPLIES				1,370.62
				Fund 111 - GENERAL Total:	1,370.62
				Vendor 00787 - CASH WA DISTRIBUTING Total:	1,370.62
Vendor: 07911 - CELLCO PARTNERSHIP					
Fund: 111 - GENERAL					
CELL PHONES	TELEPHONE				482.44
				Fund 111 - GENERAL Total:	482.44
				Vendor 07911 - CELLCO PARTNERSHIP Total:	482.44
Vendor: 00363 - CEMENTER'S INC					
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				264.82
DEPT SUP	DEPARTMENT SUPPLIES				361.12
				Fund 641 - WATER Total:	625.94
				Vendor 00363 - CEMENTER'S INC Total:	625.94
Vendor: 08610 - CENTURION HOLDINGS LLC					
Fund: 111 - GENERAL					
Equip main	EQUIPMENT MAINTENANCE				242.03
				Fund 111 - GENERAL Total:	242.03
				Vendor 08610 - CENTURION HOLDINGS LLC Total:	242.03
Vendor: 02396 - CITIBANK N.A.					
Fund: 111 - GENERAL					
DEPT SUP	DEPARTMENT SUPPLIES				24.47
DEP SUP	DEPARTMENT SUPPLIES				15.98
DEP SUP	DEPARTMENT SUPPLIES				70.33
DEP SUP	DEPARTMENT SUPPLIES				46.99
				Fund 111 - GENERAL Total:	157.77

Expense Approval Report

Post Dates: 5/19/2015 - 6/1/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 212 - TRANSPORTATION					
SUPP	DEPARTMENT SUPPLIES				147.97
Fund 212 - TRANSPORTATION Total:					147.97
Fund: 213 - CEMETERY					
DEP SUP	DEPARTMENT SUPPLIES				42.98
Fund 213 - CEMETERY Total:					42.98
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				134.97
DEPT SUP	DEPARTMENT SUPPLIES				209.98
DEPT SUP	DEPARTMENT SUPPLIES				7.49
Fund 631 - WASTEWATER Total:					352.44
Vendor 02396 - CITIBANK N.A. Total:					701.16
Vendor: 04330 - CITY OF GERING					
Fund: 224 - ECONOMIC DEVELOPMENT					
Contractual	CONTRACTUAL SERVICES				32.50
Fund 224 - ECONOMIC DEVELOPMENT Total:					32.50
Vendor 04330 - CITY OF GERING Total:					32.50
Vendor: 00367 - CITY OF SCB					
Fund: 111 - GENERAL					
Adm Petty Cash	DEPARTMENT SUPPLIES				9.08
Adm Petty Cash	DEPARTMENT SUPPLIES				3.98
Adm Petty Cash	CONTINGENCY				6.50
Fund 111 - GENERAL Total:					19.56
Fund: 631 - WASTEWATER					
Adm Petty Cash	DEPARTMENT SUPPLIES				2.50
Fund 631 - WASTEWATER Total:					2.50
Fund: 641 - WATER					
Adm Petty Cash	DEPARTMENT SUPPLIES				16.20
Adm Petty Cash	DEPARTMENT SUPPLIES				41.64
Adm Petty Cash	POSTAGE				1.96
Fund 641 - WATER Total:					59.80
Vendor 00367 - CITY OF SCB Total:					81.86
Vendor: 01976 - CLARK PRINTING LLC					
Fund: 111 - GENERAL					
Dep sup	DEPARTMENT SUPPLIES				55.10
Fund 111 - GENERAL Total:					55.10
Vendor 01976 - CLARK PRINTING LLC Total:					55.10
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: 00267 - CONTRACTORS MATERIALS INC.					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				16.56
DEP SUP	DEPARTMENT SUPPLIES				688.25
Fund 111 - GENERAL Total:					704.81
Fund: 212 - TRANSPORTATION					
SUPP	DEPARTMENT SUPPLIES				35.03
SUPP	DEPARTMENT SUPPLIES				343.00
Fund 212 - TRANSPORTATION Total:					378.03
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				33.55

Expense Approval Report

Post Dates: 5/19/2015 - 6/1/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
DEPT SUP	DEPARTMENT SUPPLIES				261.11
				Fund 641 - WATER Total:	294.66
				Vendor 00267 - CONTRACTORS MATERIALS INC. Total:	1,377.50
Vendor: 00714 - COZY, INC					
Fund: 215 - SPECIAL PROJECTS					
DEP SUP	DEPARTMENT SUPPLIES				795.00
				Fund 215 - SPECIAL PROJECTS Total:	795.00
				Vendor 00714 - COZY, INC Total:	795.00
Vendor: 06564 - CREDIT MANAGEMENT SERVICES INC.					
Fund: 713 - CASH & INVESTMENT POOL					
Wage Attach	WAGE ATTACHMENT EE PAY				191.40
				Fund 713 - CASH & INVESTMENT POOL Total:	191.40
				Vendor 06564 - CREDIT MANAGEMENT SERVICES INC. Total:	191.40
Vendor: 00406 - CRESCENT ELECT. SUPPLY COMP INC					
Fund: 111 - GENERAL					
bulbs for PSB	BUILDING MAINTENANCE				180.03
				Fund 111 - GENERAL Total:	180.03
				Vendor 00406 - CRESCENT ELECT. SUPPLY COMP INC Total:	180.03
Vendor: 07689 - CYNTHIA GREEN					
Fund: 111 - GENERAL					
DEPT SUP	DEPARTMENT SUPPLIES				82.96
Dept Supp	DEPARTMENT SUPPLIES				16.47
DEPT SUP	DEPARTMENT SUPPLIES				-66.76
				Fund 111 - GENERAL Total:	32.67
				Vendor 07689 - CYNTHIA GREEN Total:	32.67
Vendor: 03321 - DALE'S TIRE & RETREADING, INC.					
Fund: 111 - GENERAL					
EQP MTC	EQUIPMENT MAINTENANCE				19.86
				Fund 111 - GENERAL Total:	19.86
				Vendor 03321 - DALE'S TIRE & RETREADING, INC. Total:	19.86
Vendor: 06356 - DEPT OF HLTH & HUMAN SVCS					
Fund: 641 - WATER					
SCHOOL & CONF	SCHOOL & CONFERENCE				400.00
				Fund 641 - WATER Total:	400.00
				Vendor 06356 - DEPT OF HLTH & HUMAN SVCS Total:	400.00
Vendor: 07421 - DUANE E. WOHLERS					
Fund: 621 - ENVIRONMENTAL SERVICES					
disposal fees	DISPOSAL FEES				800.00
				Fund 621 - ENVIRONMENTAL SERVICES Total:	800.00
				Vendor 07421 - DUANE E. WOHLERS Total:	800.00
Vendor: 08173 - DXP ENTERPRISES INC					
Fund: 111 - GENERAL					
testing gas	EQUIPMENT MAINTENANCE				254.70
				Fund 111 - GENERAL Total:	254.70
				Vendor 08173 - DXP ENTERPRISES INC Total:	254.70
Vendor: 09486 - ELECTRONIC RECYCLERS, INC					
Fund: 621 - ENVIRONMENTAL SERVICES					
disposal fees	DISPOSAL FEES				25.00
				Fund 621 - ENVIRONMENTAL SERVICES Total:	25.00
				Vendor 09486 - ELECTRONIC RECYCLERS, INC Total:	25.00
Vendor: 03950 - ENERGY LABORATORIES, INC					
Fund: 641 - WATER					
SAMPLES	SAMPLES				178.00
CONTRACTUAL SVC	CONTRACTUAL SERVICES				1,316.00

Expense Approval Report

Post Dates: 5/19/2015 - 6/1/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
CONTRACTUAL SVC	CONTRACTUAL SERVICES				899.00
				Fund 641 - WATER Total:	2,393.00
				Vendor 03950 - ENERGY LABORATORIES, INC Total:	2,393.00
Vendor: 09081 - ESIQUIO RIOS JR					
Fund: 111 - GENERAL					
CON SRV	CONTRACTUAL SERVICES				216.00
				Fund 111 - GENERAL Total:	216.00
				Vendor 09081 - ESIQUIO RIOS JR Total:	216.00
Vendor: 08437 - EXPRESS TOLL					
Fund: 111 - GENERAL					
DEPT SCHL & CONF	SCHOOL & CONFERENCE				10.35
				Fund 111 - GENERAL Total:	10.35
				Vendor 08437 - EXPRESS TOLL Total:	10.35
Vendor: 00548 - FEDERAL EXPRESS CORPORATION					
Fund: 111 - GENERAL					
SHIPPING	POSTAGE				704.30
				Fund 111 - GENERAL Total:	704.30
				Vendor 00548 - FEDERAL EXPRESS CORPORATION Total:	704.30
Vendor: 00794 - FLOYD'S TRUCK CENTER, INC					
Fund: 621 - ENVIRONMENTAL SERVICES					
vehicle mtnc	VEHICLE MAINTENANCE				13,025.12
				Fund 621 - ENVIRONMENTAL SERVICES Total:	13,025.12
				Vendor 00794 - FLOYD'S TRUCK CENTER, INC Total:	13,025.12
Vendor: 00022 - GENERAL ELECTRIC CAPITAL CORPORATION					
Fund: 111 - GENERAL					
department supplies	DEPARTMENT SUPPLIES				31.72
department supplies	DEPARTMENT SUPPLIES				34.85
department supplies	DEPARTMENT SUPPLIES				74.02
DEP SUP	DEPARTMENT SUPPLIES				75.71
DEPT SUPPL	DEPARTMENT SUPPLIES				34.88
DEPT SUPPL	DEPARTMENT SUPPLIES				179.00
EQUIP MAINT	EQUIPMENT MAINTENANCE				49.52
DEPT SUPPL	DEPARTMENT SUPPLIES				358.00
Dept Supp	DEPARTMENT SUPPLIES				19.80
Dept Supp	DEPARTMENT SUPPLIES				62.58
deapartment supplies	DEPARTMENT SUPPLIES				34.08
department supplies return	DEPARTMENT SUPPLIES				-26.46
				Fund 111 - GENERAL Total:	927.70
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				13.91
				Fund 631 - WASTEWATER Total:	13.91
				Vendor 00022 - GENERAL ELECTRIC CAPITAL CORPORATION Total:	941.61
Vendor: 09058 - GILBERT CARRIZALES					
Fund: 111 - GENERAL					
CON SRV	CONTRACTUAL SERVICES				234.00
				Fund 111 - GENERAL Total:	234.00
				Vendor 09058 - GILBERT CARRIZALES Total:	234.00
Vendor: 06671 - H D SUPPLY WATERWORKS LTD					
Fund: 641 - WATER					
METERS	METERS				3,038.40
				Fund 641 - WATER Total:	3,038.40
				Vendor 06671 - H D SUPPLY WATERWORKS LTD Total:	3,038.40

Expense Approval Report

Post Dates: 5/19/2015 - 6/1/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 04371 - HAWKINS, INC.					
Fund: 641 - WATER					
CHEMICALS	CHEMICALS				542.90
				Fund 641 - WATER Total:	542.90
				Vendor 04371 - HAWKINS, INC. Total:	542.90
Vendor: 00861 - HEILBRUN'S INC.					
Fund: 111 - GENERAL					
EQP MTC	EQUIPMENT MAINTENANCE				115.19
DEP SUP	DEPARTMENT SUPPLIES				3.33
				Fund 111 - GENERAL Total:	118.52
Fund: 212 - TRANSPORTATION					
SUPP - SOFTWARE UPDATE FOR...	DEPARTMENT SUPPLIES				549.00
PARTS FOR SWEEPER	EQUIPMENT MAINTENANCE				7.80
SUPP - BATT	DEPARTMENT SUPPLIES				21.12
				Fund 212 - TRANSPORTATION Total:	577.92
Fund: 631 - WASTEWATER					
VEH MAINT	VEHICLE MAINTENANCE				56.96
				Fund 631 - WASTEWATER Total:	56.96
				Vendor 00861 - HEILBRUN'S INC. Total:	753.40
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: 09305 - HONEY WAGON EXPRESS					
Fund: 111 - GENERAL					
CON SRV	CONTRACTUAL SERVICES				155.00
				Fund 111 - GENERAL Total:	155.00
				Vendor 09305 - HONEY WAGON EXPRESS Total:	155.00
Vendor: 00299 - HULLINGER GLASS & LOCKS INC.					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				16.50
				Fund 111 - GENERAL Total:	16.50
				Vendor 00299 - HULLINGER GLASS & LOCKS INC. Total:	16.50
Vendor: 08793 - HYDRONIC WATER MANAGEMENT					
Fund: 111 - GENERAL					
Equip main	EQUIPMENT MAINTENANCE				425.00
				Fund 111 - GENERAL Total:	425.00
				Vendor 08793 - HYDRONIC WATER MANAGEMENT Total:	425.00
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				45.23
				Fund 111 - GENERAL Total:	89.46
Fund: 212 - TRANSPORTATION					
SUPP	DEPARTMENT SUPPLIES				43.53
SUPP	DEPARTMENT SUPPLIES				43.53
				Fund 212 - TRANSPORTATION Total:	87.06

Expense Approval Report

Post Dates: 5/19/2015 - 6/1/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 641 - WATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				28.64
Fund 641 - WATER Total:					28.64
Vendor 00525 - IDEAL LAUNDRY AND CLEANERS, INC. Total:					205.16
Vendor: 00937 - INDEPENDENT PLUMBING AND HEATING, INC					
Fund: 111 - GENERAL					
GRD MTC	GROUNDS MAINTENANCE				38.50
Contract	CONTRACTUAL SERVICES				19.75
GRD MTC	GROUNDS MAINTENANCE				1.96
DEP SUP	DEPARTMENT SUPPLIES				230.67
EQP MTC	EQUIPMENT MAINTENANCE				189.32
Fund 111 - GENERAL Total:					480.20
Vendor 00937 - INDEPENDENT PLUMBING AND HEATING, INC Total:					480.20
Vendor: 09291 - INGRAM LIBRARY SERVICES INC					
Fund: 111 - GENERAL					
Bks	BOOKS				45.59
Bks	BOOKS				194.17
Fund 111 - GENERAL Total:					239.76
Vendor 09291 - INGRAM LIBRARY SERVICES INC Total:					239.76
Vendor: 08154 - INTERNAL REVENUE SERVICE					
Fund: 713 - CASH & INVESTMENT POOL					
Pyrl W/H	MEDICARE W/H EE PAYABLE				3,713.94
Pyrl W/H	FICA W/H EE PAYABLE				13,740.38
Pyrl W/H	FED W/H EE PAYABLE				25,699.16
Pyrl W/H	MEDICARE W/H ER PAYABLE				3,713.94
Pyrl W/H	FICA W/H ER PAYABLE				13,740.38
Fund 713 - CASH & INVESTMENT POOL Total:					60,607.80
Vendor 08154 - INTERNAL REVENUE SERVICE Total:					60,607.80
Vendor: 05696 - INVENTIVE WIRELESS OF NE, LLC					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				54.95
DEP SUP	DEPARTMENT SUPPLIES				54.95
Fund 111 - GENERAL Total:					109.90
Vendor 05696 - INVENTIVE WIRELESS OF NE, LLC Total:					109.90
Vendor: 00192 - J G ELLIOTT CO.INC.					
Fund: 111 - GENERAL					
RENEW OFFICIAL BOND	BONDING				875.00
D.S. BOND RNWL	BONDING				100.00
Fund 111 - GENERAL Total:					975.00
Vendor 00192 - J G ELLIOTT CO.INC. Total:					975.00
Vendor: 03346 - JIM MENDOZA					
Fund: 621 - ENVIRONMENTAL SERVICES					
uniforms & clothing	UNIFORMS & CLOTHING				109.98
Fund 621 - ENVIRONMENTAL SERVICES Total:					109.98
Vendor 03346 - JIM MENDOZA Total:					109.98
Vendor: 09504 - JOHN DANIEL ADAMS					
Fund: 111 - GENERAL					
repair to security lighting	BUILDING MAINTENANCE				378.00
Fund 111 - GENERAL Total:					378.00
Fund: 218 - PUBLIC SAFETY					
repairs to 4th ave tornado siren	ELECTRICAL MAINTENANCE				325.00
Fund 218 - PUBLIC SAFETY Total:					325.00
Vendor 09504 - JOHN DANIEL ADAMS Total:					703.00

Expense Approval Report

Post Dates: 5/19/2015 - 6/1/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 06131 - JOHN DEERE FINANCIAL					
Fund: 111 - GENERAL					
EQP MTC	EQUIPMENT MAINTENANCE				39.98
DEP SUP	DEPARTMENT SUPPLIES				8.95
DEP SUP	DEPARTMENT SUPPLIES				17.99
DEP SUP	DEPARTMENT SUPPLIES				129.98
DEP SUP	DEPARTMENT SUPPLIES				31.98
Fund 111 - GENERAL Total:					228.88
Vendor 06131 - JOHN DEERE FINANCIAL Total:					228.88
Vendor: 08067 - JOHN DEERE FINANCIAL					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				52.97
EQP MTC	EQUIPMENT MAINTENANCE				12.99
DEP SUP	DEPARTMENT SUPPLIES				14.99
EQP MTC	EQUIPMENT MAINTENANCE				12.99
DEP SUP	DEPARTMENT SUPPLIES				16.99
Fund 111 - GENERAL Total:					110.93
Fund: 213 - CEMETERY					
DEP SUP	DEPARTMENT SUPPLIES				136.24
Fund 213 - CEMETERY Total:					136.24
Vendor 08067 - JOHN DEERE FINANCIAL Total:					247.17
Vendor: 09185 - JONATHAN P VAN GALDER					
Fund: 111 - GENERAL					
CON SRV	CONTRACTUAL SERVICES				18.00
Fund 111 - GENERAL Total:					18.00
Vendor 09185 - JONATHAN P VAN GALDER Total:					18.00
Vendor: 01170 - KEMBEL SAND & GRAVEL COMPANY					
Fund: 213 - CEMETERY					
DEP SUP	DEPARTMENT SUPPLIES				110.93
Fund 213 - CEMETERY Total:					110.93
Vendor 01170 - KEMBEL SAND & GRAVEL COMPANY Total:					110.93
Vendor: 09371 - KIRK BERNHARDT					
Fund: 111 - GENERAL					
CON SRV	CONTRACTUAL SERVICES				90.00
Fund 111 - GENERAL Total:					90.00
Vendor 09371 - KIRK BERNHARDT Total:					90.00
Vendor: 08526 - KLEIN FAMILY TRUCKING, INC					
Fund: 224 - ECONOMIC DEVELOPMENT					
LB840 Grant	ECONOMIC DEVELOPMENT				5,000.00
Fund 224 - ECONOMIC DEVELOPMENT Total:					5,000.00
Vendor 08526 - KLEIN FAMILY TRUCKING, INC Total:					5,000.00
Vendor: 00639 - KRIZ-DAVIS COMPANY					
Fund: 111 - GENERAL					
BLD MTC	BUILDING MAINTENANCE				27.40
Fund 111 - GENERAL Total:					27.40
Vendor 00639 - KRIZ-DAVIS COMPANY Total:					27.40
Vendor: 07838 - MAILFINANCE INC					
Fund: 111 - GENERAL					
Equip Lease	RENT-MACHINES				106.76
Fund 111 - GENERAL Total:					106.76
Vendor 07838 - MAILFINANCE INC Total:					106.76
Vendor: 07628 - MENARDS, INC					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				59.91
EQP MTC	EQUIPMENT MAINTENANCE				64.97

Expense Approval Report

Post Dates: 5/19/2015 - 6/1/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
DEP SUP	DEPARTMENT SUPPLIES				7.77
BLD MTC	BUILDING MAINTENANCE				38.91
				Fund 111 - GENERAL Total:	171.56
Fund: 213 - CEMETERY					
DEP SUP	DEPARTMENT SUPPLIES				617.17
DEP SUP	DEPARTMENT SUPPLIES				31.96
				Fund 213 - CEMETERY Total:	649.13
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				7.99
				Fund 621 - ENVIRONMENTAL SERVICES Total:	7.99
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				16.94
				Fund 631 - WASTEWATER Total:	16.94
Fund: 641 - WATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				31.02
DEPT SUP	DEPARTMENT SUPPLIES				39.53
DEPT SUP	DEPARTMENT SUPPLIES				2.66
DEPT SUP	DEPARTMENT SUPPLIES				11.13
				Fund 641 - WATER Total:	84.34
				Vendor 07628 - MENARDS, INC Total:	929.96
Vendor: 00705 - MIDLANDS NEWSPAPERS, INC					
Fund: 111 - GENERAL					
Subscription	PUBLICATIONS				145.60
				Fund 111 - GENERAL Total:	145.60
				Vendor 00705 - MIDLANDS NEWSPAPERS, INC Total:	145.60
Vendor: 09354 - MIDWEST FARM SERVICE-ALLIANCE					
Fund: 111 - GENERAL					
EQP MTC	EQUIPMENT MAINTENANCE				18.82
				Fund 111 - GENERAL Total:	18.82
				Vendor 09354 - MIDWEST FARM SERVICE-ALLIANCE Total:	18.82
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: 00847 - NE DEPT OF ENVIRONMENTAL CONTROL					
Fund: 631 - WASTEWATER					
SRF LOAN PAYMENTS	ADMIN COSTS & FEES				8,902.57
SRF LOAN PAYMENTS	DEBT SERVICE-PRINCIPAL				285,860.21
SRF LOAN PAYMENTS	DEBT SERVICE-INTEREST				37,085.14
				Fund 631 - WASTEWATER Total:	331,847.92
				Vendor 00847 - NE DEPT OF ENVIRONMENTAL CONTROL Total:	331,847.92
Vendor: 00797 - NE DEPT OF REVENUE					
Fund: 111 - GENERAL					
Sales Tax	SALES TAX PAYABLE				201.87
				Fund 111 - GENERAL Total:	201.87
Fund: 641 - WATER					
Sales Tax	SALES TAX PAYABLE				6,545.47
Sales Tax	SALES TAX PAYABLE				10,229.64
				Fund 641 - WATER Total:	16,775.11
Fund: 661 - STORMWATER					
Sales Tax	SALES TAX PAYABLE				197.35
				Fund 661 - STORMWATER Total:	197.35
				Vendor 00797 - NE DEPT OF REVENUE Total:	17,174.33

Expense Approval Report

Post Dates: 5/19/2015 - 6/1/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 01358 - NE LAW ENFORCEMENT TRAINING CENTER					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				20.00
				Fund 111 - GENERAL Total:	20.00
				Vendor 01358 - NE LAW ENFORCEMENT TRAINING CENTER Total:	20.00
Vendor: 00402 - NEBRASKA MACHINERY CO					
Fund: 212 - TRANSPORTATION					
PARTS FOR GRADER	EQUIPMENT MAINTENANCE				64.91
				Fund 212 - TRANSPORTATION Total:	64.91
Fund: 641 - WATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				835.09
				Fund 641 - WATER Total:	835.09
				Vendor 00402 - NEBRASKA MACHINERY CO Total:	900.00
Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT					
Fund: 631 - WASTEWATER					
Electric	ELECTRIC POWER				11,789.24
				Fund 631 - WASTEWATER Total:	11,789.24
Fund: 641 - WATER					
Electric	ELECTRIC POWER				5,739.53
				Fund 641 - WATER Total:	5,739.53
				Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:	17,528.77
Vendor: 04198 - NEBRASKALAND TIRE, INC					
Fund: 111 - GENERAL					
VEH MAINT	VEHICLE MAINTENANCE				147.84
VEH MAINT	VEHICLE MAINTENANCE				580.94
VEH MAINT	VEHICLE MAINTENANCE				14.50
				Fund 111 - GENERAL Total:	743.28
				Vendor 04198 - NEBRASKALAND TIRE, INC Total:	743.28
Vendor: 08026 - NORTHERN LAKE SERVICE, INC					
Fund: 641 - WATER					
SAMPLES	SAMPLES				35.75
				Fund 641 - WATER Total:	35.75
				Vendor 08026 - NORTHERN LAKE SERVICE, INC Total:	35.75
Vendor: 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF					
Fund: 111 - GENERAL					
GRD MTC	GROUPS MAINTENANCE				67.95
				Fund 111 - GENERAL Total:	67.95
				Vendor 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF Total:	67.95
Vendor: 00285 - OREGON TRAIL PLUMBING, HEATING & COOLING INC					
Fund: 111 - GENERAL					
EQP MTC	EQUIPMENT MAINTENANCE				4,365.00
EQP MTC	EQUIPMENT MAINTENANCE				2,046.00
				Fund 111 - GENERAL Total:	6,411.00
				Vendor 00285 - OREGON TRAIL PLUMBING, HEATING & COOLING INC Total:	6,411.00
Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC					
Fund: 641 - WATER					
SAMPLES	SAMPLES				72.00
SAMPLES	SAMPLES				90.00
				Fund 641 - WATER Total:	162.00
				Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:	162.00

Expense Approval Report

Post Dates: 5/19/2015 - 6/1/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
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
Vendor: 08662 - PAUL REED					
Fund: 111 - GENERAL					
GRD MTC	GROUNDS MAINTENANCE				44.37
GRD MTC	GROUNDS MAINTENANCE				42.46
GRD MTC	GROUNDS MAINTENANCE				46.16
Fund 111 - GENERAL Total:					132.99
Vendor 08662 - PAUL REED Total:					132.99
Vendor: 01060 - PEPSI COLA OF WESTERN NEBRASKA, LLC					
Fund: 111 - GENERAL					
CON SUP	CONCESSION SUPPLIES				453.20
Fund 111 - GENERAL Total:					453.20
Vendor 01060 - PEPSI COLA OF WESTERN NEBRASKA, LLC Total:					453.20
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				94.30
Fund 621 - ENVIRONMENTAL SERVICES Total:					94.30
Fund: 631 - WASTEWATER					
Postage	POSTAGE				94.30
Fund 631 - WASTEWATER Total:					94.30
Fund: 641 - WATER					
Postage	POSTAGE				94.30
Fund 641 - WATER Total:					94.30
Vendor 00272 - POSTMASTER Total:					282.90
Vendor: 00266 - QUILL CORPORATION					
Fund: 111 - GENERAL					
DEPT SUPPL	DEPARTMENT SUPPLIES				388.68
DEPT SUPPL	DEPARTMENT SUPPLIES				623.79
INVEST SUPPL	INVESTIGATION SUPPLIES				219.10
Fund 111 - GENERAL Total:					1,231.57
Vendor 00266 - QUILL CORPORATION Total:					1,231.57
Vendor: 00703 - REGION I OFFICE OF HUMAN DEVELOPMENT					
Fund: 621 - ENVIRONMENTAL SERVICES					
contractual services	CONTRACTUAL SERVICES				825.00
Fund 621 - ENVIRONMENTAL SERVICES Total:					825.00
Vendor 00703 - REGION I OFFICE OF HUMAN DEVELOPMENT Total:					825.00
Vendor: 04089 - REGIONAL CARE INC					
Fund: 812 - HEALTH INSURANCE					
Flex Clms	FLEXIBLE BENFT EXPENSES				732.00
Health Clms	CLAIMS EXPENSE				6,411.63
INS. PREMIUMS	SCHOOL & CONFERENCE				75.00
INS. PREMIUMS	PREMIUM EXPENSE				38,371.82
Flex clm	FLEXIBLE BENFT EXPENSES				196.00

Expense Approval Report

Post Dates: 5/19/2015 - 6/1/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Health Clms	CLAIMS EXPENSE				5,344.64
Fund 812 - HEALTH INSURANCE Total:					51,131.09
Vendor 04089 - REGIONAL CARE INC Total:					51,131.09
Vendor: 09046 - RICHARD JOHNSON					
Fund: 111 - GENERAL					
CON SRV	CONTRACTUAL SERVICES				850.00
Fund 111 - GENERAL Total:					850.00
Vendor 09046 - RICHARD JOHNSON Total:					850.00
Vendor: 00366 - ROOSEVELT PUBLIC POWER DISTRICT					
Fund: 641 - WATER					
Electric	ELECTRIC POWER				2,254.54
Fund 641 - WATER Total:					2,254.54
Vendor 00366 - ROOSEVELT PUBLIC POWER DISTRICT Total:					2,254.54
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					
DEP SUP	DEPARTMENT SUPPLIES				399.00
Fund 111 - GENERAL Total:					399.00
Fund: 213 - CEMETERY					
DEP SUP	DEPARTMENT SUPPLIES				101.08
Fund 213 - CEMETERY Total:					101.08
Fund: 621 - ENVIRONMENTAL SERVICES					
equip mtn	EQUIPMENT MAINTENANCE				18.84
Fund 621 - ENVIRONMENTAL SERVICES Total:					18.84
Vendor 00257 - SANDBERG IMPLEMENT, INC Total:					518.92
Vendor: 02531 - SCB FIREFIGHTERS UNION LOCAL 1454					
Fund: 713 - CASH & INVESTMENT POOL					
FIRE EE DUES	FIRE UNION DUES EE PAY				225.00
Fund 713 - CASH & INVESTMENT POOL Total:					225.00
Vendor 02531 - SCB FIREFIGHTERS UNION LOCAL 1454 Total:					225.00
Vendor: 06112 - SCHANK HOLDINGS INC					
Fund: 111 - GENERAL					
Bldg main	BUILDING MAINTENANCE				216.00
Fund 111 - GENERAL Total:					216.00
Vendor 06112 - SCHANK HOLDINGS INC Total:					216.00
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: 01031 - SIMON CONTRACTORS					
Fund: 212 - TRANSPORTATION					
CONCRETE	STREET MAINTENANCE				495.00
CONCRETE	STREET MAINTENANCE				965.25
CONCRETE	STREET MAINTENANCE				2,080.00
CONCRETE	STREET MAINTENANCE				490.50
CONCRETE	STREET MAINTENANCE				490.50
CONCRETE	STREET MAINTENANCE				50.00
CONCRETE	STREET MAINTENANCE				875.75
CONCRETE	STREET MAINTENANCE				712.50

Expense Approval Report

Post Dates: 5/19/2015 - 6/1/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
CONCRETE	STREET MAINTENANCE				513.00
CONCRETE	STREET MAINTENANCE				399.00
Fund 212 - TRANSPORTATION Total:					7,071.50
Vendor 01031 - SIMON CONTRACTORS Total:					7,071.50

Vendor: 00513 - SNELL SERVICES INC.

Fund: 111 - GENERAL

BLD MTC	BUILDING MAINTENANCE				2,470.00
Equip. main.	EQUIPMENT MAINTENANCE				1,830.00
Equip. main.	EQUIPMENT MAINTENANCE				3,720.00
BLD MTC	BUILDING MAINTENANCE				2,580.00
EQP MTC	EQUIPMENT MAINTENANCE				406.14
Fund 111 - GENERAL Total:					11,006.14
Vendor 00513 - SNELL SERVICES INC. Total:					11,006.14

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
CONTRACTUAL	CONTRACTUAL SERVICES				105.00
Fund 111 - GENERAL Total:					525.00
Vendor 01235 - STATE OF NE. Total:					525.00

Vendor: 00240 - STATE OF NE.DEPT.OF LABOR

Fund: 111 - GENERAL

EQP MTC	EQUIPMENT MAINTENANCE				30.50
Fund 111 - GENERAL Total:					30.50
Vendor 00240 - STATE OF NE.DEPT.OF LABOR Total:					30.50

Vendor: 00404 - STATE OF NEBR

Fund: 111 - GENERAL

Monthly Long Distance	TELEPHONE				8.76
Monthly Long Distance	TELEPHONE				5.19
Monthly Long Distance	TELEPHONE				16.92
Monthly Long Distance	TELEPHONE				1.66
Monthly Long Distance	TELEPHONE				3.02
Monthly Long Distance	TELEPHONE				12.36
Monthly Long Distance	TELEPHONE				6.85
Monthly Long Distance	TELEPHONE				46.16
Monthly Long Distance	TELEPHONE				13.26
Monthly Long Distance	TELEPHONE				4.44
Monthly Long Distance	TELEPHONE				3.46
Fund 111 - GENERAL Total:					122.08

Fund: 212 - TRANSPORTATION

Monthly Long Distance	TELEPHONE				14.62
Fund 212 - TRANSPORTATION Total:					14.62

Fund: 213 - CEMETERY

Monthly Long Distance	TELEPHONE				5.42
Fund 213 - CEMETERY Total:					5.42

Fund: 621 - ENVIRONMENTAL SERVICES

Monthly Long Distance	TELEPHONE				3.01
Fund 621 - ENVIRONMENTAL SERVICES Total:					3.01

Fund: 631 - WASTEWATER

Monthly Long Distance	TELEPHONE				4.60
Fund 631 - WASTEWATER Total:					4.60

Fund: 641 - WATER

Monthly Long Distance	TELEPHONE				3.09
Fund 641 - WATER Total:					3.09

Expense Approval Report

Post Dates: 5/19/2015 - 6/1/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 661 - STORMWATER					
Monthly Long Distance	TELEPHONE				1.86
Fund 661 - STORMWATER Total:					1.86
Fund: 721 - GIS SERVICES					
Monthly Long Distance	TELEPHONE				0.59
Fund 721 - GIS SERVICES Total:					0.59
Vendor 00404 - STATE OF NEBR Total:					155.27
Vendor: 09507 - STEVE W. HODGES					
Fund: 111 - GENERAL					
CON SRV	CONTRACTUAL SERVICES				180.00
Fund 111 - GENERAL Total:					180.00
Vendor 09507 - STEVE W. HODGES Total:					180.00
Vendor: 09508 - SWBC					
Fund: 224 - ECONOMIC DEVELOPMENT					
Economic Dev	ECONOMIC DEVELOPMENT				250,000.00
Fund 224 - ECONOMIC DEVELOPMENT Total:					250,000.00
Vendor 09508 - SWBC Total:					250,000.00
Vendor: 09379 - THOMAS P MILLER & ASSOCIATES, LLC					
Fund: 224 - ECONOMIC DEVELOPMENT					
Contract	CONTRACTUAL SERVICES				25,145.14
Fund 224 - ECONOMIC DEVELOPMENT Total:					25,145.14
Vendor 09379 - THOMAS P MILLER & ASSOCIATES, LLC Total:					25,145.14
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: 08821 - TYLER TECHNOLOGIES, INC					
Fund: 111 - GENERAL					
CONTRACT SERVICE	CONTRACTUAL SERVICES				87.00
Fund 111 - GENERAL Total:					87.00
Fund: 621 - ENVIRONMENTAL SERVICES					
CONTRACT SERVICE	CONTRACTUAL SERVICES				87.00
Fund 621 - ENVIRONMENTAL SERVICES Total:					87.00
Fund: 631 - WASTEWATER					
CONTRACT SERVICE	CONTRACTUAL SERVICES				87.00
Fund 631 - WASTEWATER Total:					87.00
Fund: 641 - WATER					
CONTRACT SERVICE	CONTRACTUAL SERVICES				87.00
Fund 641 - WATER Total:					87.00
Vendor 08821 - TYLER TECHNOLOGIES, INC Total:					348.00
Vendor: 08828 - US BANK					
Fund: 111 - GENERAL					
GASOLINE	GASOLINE				36.13
GASOLINE	GASOLINE				38.73
DEP SUP	DEPARTMENT SUPPLIES				400.31
Fund 111 - GENERAL Total:					475.17
Vendor 08828 - US BANK Total:					475.17
Vendor: 03674 - WELLS FARGO BANK, N.A.					
Fund: 713 - CASH & INVESTMENT POOL					
Retirement	REGULAR RETIRE EE PAY				7,312.15
Retirement	RETIRE FIRE EE PAYABLE				2,759.57
Retirement	RETIRE POLICE EE PAY				3,907.42
Retirement	REGULAR RETIRE ER PAY				6,944.92

Expense Approval Report

Post Dates: 5/19/2015 - 6/1/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Retirement	RETIRE-FIRE ER PAYABLE				4,555.14
Retirement	RETIRE-POLICE ER PAY				3,856.17
Fund 713 - CASH & INVESTMENT POOL Total:					29,335.37
Vendor 03674 - WELLS FARGO BANK, N.A. Total:					29,335.37
Vendor: 00268 - WESTERN COOPRTATIVE COMPANY					
Fund: 111 - GENERAL					
GRD MTC	GROUNDS MAINTENANCE				22.72
Fund 111 - GENERAL Total:					22.72
Fund: 213 - CEMETERY					
DEP SUP	DEPARTMENT SUPPLIES				45.88
DEP SUP	DEPARTMENT SUPPLIES				45.88
Fund 213 - CEMETERY Total:					91.76
Vendor 00268 - WESTERN COOPRTATIVE COMPANY Total:					114.48
Vendor: 00085 - WILBURNS TRANSMISSION INC.					
Fund: 111 - GENERAL					
VEH MTC	VEHICLE MAINTENANCE				1,668.71
Fund 111 - GENERAL Total:					1,668.71
Vendor 00085 - WILBURNS TRANSMISSION INC. Total:					1,668.71
Vendor: 07239 - WYOMING FIRST AID & SAFETY SUPPLY, LLC					
Fund: 212 - TRANSPORTATION					
FIRST AID KIT SUPP	DEPARTMENT SUPPLIES				160.61
Fund 212 - TRANSPORTATION Total:					160.61
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				46.33
Fund 621 - ENVIRONMENTAL SERVICES Total:					46.33
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				23.98
Fund 631 - WASTEWATER Total:					23.98
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				23.98
Fund 641 - WATER Total:					23.98
Vendor 07239 - WYOMING FIRST AID & SAFETY SUPPLY, LLC Total:					254.90
Grand Total:					900,490.91

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	55,567.63	201.87
212 - TRANSPORTATION	8,502.62	0.00
213 - CEMETERY	1,137.54	0.00
215 - SPECIAL PROJECTS	2,694.00	0.00
218 - PUBLIC SAFETY	325.00	0.00
224 - ECONOMIC DEVELOPMENT	280,177.64	0.00
621 - ENVIRONMENTAL SERVICES	15,111.41	94.30
631 - WASTEWATER	344,289.79	94.30
641 - WATER	33,543.07	16,869.41
661 - STORMWATER	199.21	197.35
713 - CASH & INVESTMENT POOL	107,811.32	107,811.32
721 - GIS SERVICES	0.59	0.00
812 - HEALTH INSURANCE	51,131.09	12,684.27
Grand Total:	900,490.91	137,952.82

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-21311	SALES TAX PAYABLE	201.87	201.87
111-52111-111	DEPARTMENT SUPPLIES	498.59	0.00
111-52111-121	DEPARTMENT SUPPLIES	40.67	0.00
111-52111-141	DEPARTMENT SUPPLIES	218.90	0.00
111-52111-142	DEPARTMENT SUPPLIES	1,681.01	0.00
111-52111-151	DEPARTMENT SUPPLIES	55.10	0.00
111-52111-171	DEPARTMENT SUPPLIES	1,916.76	0.00
111-52111-172	DEPARTMENT SUPPLIES	653.24	0.00
111-52114-172	CONCESSION SUPPLIES	1,823.82	0.00
111-52121-141	JANITORIAL SUPPLIES	21.25	0.00
111-52121-142	JANITORIAL SUPPLIES	21.25	0.00
111-52121-151	JANITORIAL SUPPLIES	169.95	0.00
111-52163-142	INVESTIGATION SUPPLIES	219.10	0.00
111-52211-111	PUBLICATIONS	145.60	0.00
111-52222-151	BOOKS	480.12	0.00
111-52411-142	POSTAGE	704.30	0.00
111-52411-151	POSTAGE	500.00	0.00
111-52511-142	GASOLINE	74.86	0.00
111-53111-116	CONTRACTUAL SERVICES	87.00	0.00
111-53111-142	CONTRACTUAL SERVICES	5,489.31	0.00
111-53111-171	CONTRACTUAL SERVICES	1,005.00	0.00
111-53111-172	CONTRACTUAL SERVICES	1,757.75	0.00
111-53421-141	BUILDING MAINTENANCE	558.03	0.00
111-53421-151	BUILDING MAINTENANCE	216.00	0.00
111-53421-171	BUILDING MAINTENANCE	5,116.31	0.00
111-53421-172	BUILDING MAINTENANCE	13,268.43	0.00
111-53441-141	EQUIPMENT MAINTENAN...	254.70	0.00
111-53441-142	EQUIPMENT MAINTENAN...	49.52	0.00
111-53441-151	EQUIPMENT MAINTENAN...	6,217.03	0.00
111-53441-171	EQUIPMENT MAINTENAN...	690.94	0.00
111-53441-172	EQUIPMENT MAINTENAN...	6,872.87	0.00
111-53451-142	VEHICLE MAINTENANCE	743.28	0.00
111-53451-171	VEHICLE MAINTENANCE	1,668.71	0.00
111-53471-171	GROUPS MAINTENANCE	423.23	0.00
111-53561-111	TELEPHONE	8.76	0.00
111-53561-112	TELEPHONE	5.19	0.00
111-53561-114	TELEPHONE	16.92	0.00
111-53561-115	TELEPHONE	1.66	0.00
111-53561-116	TELEPHONE	3.02	0.00
111-53561-121	TELEPHONE	12.36	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53561-141	TELEPHONE	6.85	0.00
111-53561-142	TELEPHONE	528.60	0.00
111-53561-151	TELEPHONE	13.26	0.00
111-53561-171	TELEPHONE	4.44	0.00
111-53561-172	TELEPHONE	3.46	0.00
111-53631-111	RENT-MACHINES	106.76	0.00
111-53711-121	SCHOOL & CONFERENCE	10.35	0.00
111-53711-142	SCHOOL & CONFERENCE	20.00	0.00
111-53811-111	BONDING	875.00	0.00
111-53811-121	BONDING	100.00	0.00
111-58111-113	CONTINGENCY	6.50	0.00
212-52111-212	DEPARTMENT SUPPLIES	1,343.79	0.00
212-53441-212	EQUIPMENT MAINTENAN...	72.71	0.00
212-53491-212	STREET MAINTENANCE	7,071.50	0.00
212-53561-212	TELEPHONE	14.62	0.00
213-52111-213	DEPARTMENT SUPPLIES	1,132.12	0.00
213-53561-213	TELEPHONE	5.42	0.00
215-52111-142	DEPARTMENT SUPPLIES	1,899.00	0.00
215-52111-172	DEPARTMENT SUPPLIES	795.00	0.00
218-53431-141	ELECTRICAL MAINTENAN...	325.00	0.00
224-53111-113	CONTRACTUAL SERVICES	25,145.14	0.00
224-53111-114	CONTRACTUAL SERVICES	32.50	0.00
224-59111-114	ECONOMIC DEVELOPME...	255,000.00	0.00
621-52111-621	DEPARTMENT SUPPLIES	123.16	0.00
621-52181-621	UNIFORMS & CLOTHING	109.98	0.00
621-52411-621	POSTAGE	94.30	94.30
621-53111-621	CONTRACTUAL SERVICES	912.00	0.00
621-53193-621	DISPOSAL FEES	825.00	0.00
621-53441-621	EQUIPMENT MAINTENAN...	18.84	0.00
621-53451-621	VEHICLE MAINTENANCE	13,025.12	0.00
621-53561-621	TELEPHONE	3.01	0.00
631-52111-631	DEPARTMENT SUPPLIES	409.77	0.00
631-52411-631	POSTAGE	94.30	94.30
631-53111-631	CONTRACTUAL SERVICES	87.00	0.00
631-53195-631	ADMIN COSTS & FEES	8,902.57	0.00
631-53451-631	VEHICLE MAINTENANCE	56.96	0.00
631-53531-631	ELECTRIC POWER	11,789.24	0.00
631-53561-631	TELEPHONE	4.60	0.00
631-57110-631	DEBT SERVICE-PRINCIPAL	285,860.21	0.00
631-57115-631	DEBT SERVICE-INTEREST	37,085.14	0.00
641-21311	SALES TAX PAYABLE	16,775.11	16,775.11
641-52111-641	DEPARTMENT SUPPLIES	1,055.74	0.00
641-52116-641	METERS	3,038.40	0.00
641-52117-641	SAMPLES	375.75	0.00
641-52311-641	MEMBERSHIPS	65.00	0.00
641-52411-641	POSTAGE	96.26	94.30
641-52611-641	CHEMICALS	542.90	0.00
641-53111-641	CONTRACTUAL SERVICES	2,330.64	0.00
641-53441-641	EQUIPMENT MAINTENAN...	866.11	0.00
641-53531-641	ELECTRIC POWER	7,994.07	0.00
641-53561-641	TELEPHONE	3.09	0.00
641-53711-641	SCHOOL & CONFERENCE	400.00	0.00
661-21311	SALES TAX PAYABLE	197.35	197.35
661-53561-661	TELEPHONE	1.86	0.00
713-21512	MEDICARE W/H EE PAYAB...	3,713.94	3,713.94
713-21513	FICA W/H EE PAYABLE	13,740.38	13,740.38
713-21514	FED W/H EE PAYABLE	25,699.16	25,699.16
713-21517	POL UNION DUES EE PAY	600.00	600.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
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 ...	191.40	191.40
713-21528	REGULAR RETIRE EE PAY	7,312.15	7,312.15
713-21529	DEFERRED COMP EE PAY	1,325.14	1,325.14
713-21531	RETIRE FIRE EE PAYABLE	2,759.57	2,759.57
713-21533	RETIRE POLICE EE PAY	3,907.42	3,907.42
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...	3,713.94	3,713.94
713-21713	FICA W/H ER PAYABLE	13,740.38	13,740.38
713-21728	REGULAR RETIRE ER PAY	6,944.92	6,944.92
713-21731	RETIRE-FIRE ER PAYABLE	4,555.14	4,555.14
713-21733	RETIRE-POLICE ER PAY	3,856.17	3,856.17
713-21741	HSA ER PAYABLE	1,231.25	1,231.25
721-53561-721	TELEPHONE	0.59	0.00
812-53711-112	SCHOOL & CONFERENCE	75.00	0.00
812-53861-112	PREMIUM EXPENSE	38,371.82	0.00
812-53862-112	CLAIMS EXPENSE	11,756.27	11,756.27
812-53863-112	FLEXIBLE BENFT EXPENSES	928.00	928.00
Grand Total:		900,490.91	137,952.82

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	874,291.93	137,952.82
1114153421	6,872.26	0.00
1114153441	219.82	0.00
1114252114	1,823.82	0.00
1114253421	6,396.17	0.00
1114253441	6,653.05	0.00
2118152111	1,106.77	0.00
2122052111	792.23	0.00
2122352111	795.00	0.00
6002053561	1.86	0.00
7000853111	1,538.00	0.00
Grand Total:	900,490.91	137,952.82

Utility Refunds

Refund Review
Close Form
Print Screen

Packet: UBPKT00906 – Refunds 2 UBPKT00905 Disconnect

Add
Edit
Delete

Account #	Status	Contact	Service Address	Refund Amount
015-3287-03	Inactive	DARLENE K GORR	401 W 36TH ST SCOTTSBLUFF NE 69361	69.51
080-5744-01	Inactive	MICHAEL S LUCIUS	213 E 18TH ST SCOTTSBLUFF NE 69361	22.44
005-5786-01	Inactive	JOSEPH I LOVELIDGE	1928 AVE B SCOTTSBLUFF NE 69361	55.00
005-4369-02	Inactive	BILLIE RASK	309 W 21ST ST SCOTTSBLUFF NE 69361	7.01
Total				\$153.96

City of Scottsbluff, Nebraska

Monday, June 1, 2015

Regular Meeting

Item Pub. Hear.1

Council to convene as the Community Development Agency

Minutes:

Community Development Agency to consider and take action on the Resolution and Redevelopment Plan for: Lot 3, Block 3, Third Replat of Lots 3 and 4, Block 3, Northeast Second Add Replat No. 2 and Lot 2, Block 3, Northeast Second Add Replat No. 2, all in the City of Scottsbluff, Scotts Bluff County, Nebraska.

Staff Contact: Annie Folck, City Planner

AGENDA
CITY OF SCOTTSBLUFF
COMMUNITY DEVELOPMENT AGENCY

June 1, 2015

1. Roll Call
2. **For public information, a copy of the Nebraska Open Meetings Act is available for review.**
3. Appoint temporary chairperson
4. Reappointment of officers
 - a. Chair
 - b. Vice-Chair
 - c. Ex-officio Secretary
5. Community Development Agency to consider and take action on the Resolution and Redevelopment Plan for: **Lot 3, Block 3, Third Replat of Lots 3 and 4, Block 3, Northeast Second Add Replat No. 2 and Lot 2, Block 3, Northeast Second Add Replat No. 2, all in the City of Scottsbluff, Scotts Bluff County, Nebraska.**
6. Community Development Agency to recess.
 - a. City Council to reconvene and conduct Public Hearing.
7. Community Development Agency to reconvene.
 - a. Community Development Agency to consider and take action on a Resolution to approve the proposed Redevelopment Contract for **Lot 3, Block 3, Third Replat of Lots 3 and 4, Block 3, Northeast Second Add Replat No. 2 and Lot 2, Block 3, Northeast Second Add Replat No. 2, all in the city of Scottsbluff, Scotts Bluff County, Nebraska** and the Tax Increment Development Revenue Bond and Occupation Tax Revenue Bond for the Monument Mall Redevelopment Project
8. Adjourn.

RESOLUTION NO. CDA 15-06-01

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

Recitals:

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

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

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

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

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

Resolved that:

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

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

3. In compliance with section 18-2114 of the Act, the Agency finds and determines as follows: a) the Redevelopment Area constituting the Redevelopment Project will not be acquired by the Agency and the Agency shall receive no proceeds from disposal to the Redeveloper; (b) the Redeveloper has acquired the Redevelopment Area; (c) the estimated cost of preparing the project site as described in the Redevelopment Plan and related costs exceed \$8,650,000 (d) the method of acquisition of the real estate was by private contract by the Redeveloper and not by condemnation; (e) the method of financing the Redevelopment Project shall be by issuance of tax increment revenue bond issued in the amount of \$578,130, and by the issuance of an enhanced employment area occupation tax revenue bond the proceeds of such bonds shall be granted to the Redeveloper and from additional funds provided by the Redeveloper and its lender; and (f) no families or businesses will be displaced as a result of the project.

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

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

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

PASSED AND APPROVED on June 1, 2015.

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

ATTEST:

Mayor/Chair

Clerk

EXHIBIT A

LEGAL DESCRIPTION OF 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, all in the city of Scottsbluff, Scotts Bluff County, Nebraska.

EXHIBIT B

FORM OF REDEVELOPMENT PLAN

**CITY OF SCOTTSBLUFF
REDEVELOPMENT PLAN FOR THE
MONUMENT MALL REHABILITATION
INCLUDING REQUEST FOR TAX INCREMENT FINANCING
AND DESIGNATION AS AN ENHANCED EMPLOYMENT AREA AND IMPOSITION
OF A ONE HALF PERCENT OCCUPATION TAX ON SALES**

I. INTRODUCTION.

The City of Scottsbluff, Nebraska, recognizes that blight is a threat to the continued stability and vitality of the City as a focal point of business, financial, social, cultural and civic activity of the region, and a focus of community pride and achievement. Therefore, the City has initiated a program of revitalization whose goal is to enhance the City of Scottsbluff as the center of government in the county-wide region; as the center of retail, business, industry, office, financial and entertainment activities, and of communication for the community, and as a center of tourism and meetings for the region. To reach this goal of maintaining the City of Scottsbluff as a multi-use center of the region, it will be necessary that the Monument Mall be strengthened by capturing a share of the anticipated private market activity within the region. This area constitutes a critical portion of the community located on a major thoroughfare. This plan seeks to enhance the Monument Mall by assisting in the site rehabilitation in order to attract new tenants and generate retail activity. The level of investment to finance the needed site preparation and infrastructure will require the combined efforts of the public and private sectors.

This Redevelopment Plan covers an area south of East 27th Street and west of U.S. Highway 26 which is legally described and shown on Exhibit "A", attached hereto and incorporated herein by this reference ("Community Redevelopment Area"). The Community Redevelopment Area was declared blighted and substandard by the Scottsbluff City Council on August 20, 2013. The Community Redevelopment Area has been determined, through the blight and substandard resolution, to be in need of revitalization and strengthening to ensure that it will contribute to the economic and social well-being of the City. All available evidence suggests that the area has not had the private investment necessary to contribute to the well-being of the community, nor would the area be reasonably anticipated to continue to be developed without public action.

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

II. EXISTING SITUATION.

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

A. Existing Land Use. The Community Redevelopment Area contains a retail mall consisting of approximately 364,904 square feet under one roof. There is a substantial vacancy in the mall of 60,747 vacant retail space. This use is shown on Exhibit “B”.

B. Existing Zoning. The Community Redevelopment Area is zoned PBC. The intent of the Planned Business Center District is to provide for an area for a unified commercial center which provides goods and services to a regional trading area; joint or grouped parking facilities serving several retail stores; and coordinate a vehicular and pedestrian traffic circulation system and carefully design access that is compatible with surrounding uses. The PBC District includes a wide range of retail and service uses generally helpful to the traveling public and found along arterial roadways in the community. Some of the permitted uses include retail stores. The Redevelopment Area also falls within the Gateway Greenway Overlay zone.

C. Existing Public Improvements.

1. Street System. There is no internal street network or system constructed within the Community Redevelopment Area.

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

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

III. FUTURE SITUATION.

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

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

A. Proposed Land Use Plan. No changes are contemplated in the current Land Use Plan for the area. The Redevelopment Project will primarily provide for site rehabilitation with 8000 square feet of new pad site construction. The proposed site plan for the area after completion of a Redevelopment Project is shown on attached Exhibit "C" which is attached hereto and incorporated herein by this reference. The land use plan shows a proposed Redevelopment Project including approximately 8000 square feet of new construction not shown, but contemplated.

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

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

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

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

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

Redevelopment of the Community Redevelopment Area will provide for revitalization of the Mall and is intended to incent further development to both the northeastern sector of the City as well as the City as a whole. Often an investment and improvement of the magnitude proposed by this Plan has the benefit of spurring improvements in nearby commercial areas.

2. Land Coverage and Building Density. The Mall covers 364,904 square feet under one roof within the Community Redevelopment Area. The rehabilitation of the Mall would add additional development in the parking lot area with a pad site developed that will stimulate additional retail traffic. The new construction will consist of approximately 8000 square feet.

3. General Environment. This plan will rehabilitate a retail mall that has suffered significant retail closings over the past 15 years. The vacation of the former Wal Mart space and the former JC Penny's space has resulted in a huge loss of retail activity and sales tax revenue for the city. Additionally the mall has suffered deferred maintenance. This commercial activity will intensify and strengthen Scottsbluff as a focal point for local and regional retail sales and development.

The Plan will provide for the significant reinvestment in the Mall with tenant improvements, structural improvements, including the roof and parking lot. This activity is intended to increase the amount and variety of activity in the Monument Mall while maintaining good traffic flow, pedestrian movement and visual interest.

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

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

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

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

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

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

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

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

E. Proposed Changes and Actions. The Community Redevelopment Area is anticipated to function as an upscale retail mall after significant investment through Tax Increment Financing, implementation of an Enhanced Employment Area Occupation Tax and Developer capital. This section describes the proposed changes needed, if any, to the zoning ordinances or maps, street layouts, street levels or grades, and building codes and ordinances, and actions to be taken to implement this Redevelopment Plan.

1. Zoning, Building Codes and Ordinances. The Community Redevelopment Area is zoned PBC Planned Business Center. No additional changes to the City's Zoning Ordinances, Building Codes, or other local ordinances are contemplated to implement this Redevelopment Plan.

2. Traffic Flow, Street Layout and Street Grades. The primary streets providing access to the Community Redevelopment Area is S. Frontage Road, 13th Avenue and Circle Drive.

3. Public Redevelopments, Improvements, Facilities, Utilities and Rehabilitations. In order to support the new land uses in the Community Redevelopment Area, the following proposed public redevelopments, improvements, facilities, utilities and rehabilitations may be needed:

- (i) Installation of landscaping ;

4. Site Preparation and Demolition. Site preparation will consist of relocation of utility lines to provide for pad site development in the parking lot, new sign location and improvement.

5. Private Redevelopment, Improvements, Facilities and Rehabilitation. The private improvements anticipated within the Community Redevelopment Area include site preparation, replacement of the roof, rehabilitation of the HVAC system, replacement of exterior lights, landscape rehabilitation, required interior rehabilitation for tenant relocation to the Mall and parking lot resurfacing.

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

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

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

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

Estimated Redevelopment Project costs, including site preparation, and rehabilitation are broken down as follows:

POTENTIAL PUBLIC AND ELIGIBLE PRIVATE IMPROVEMENTS*

TIF ELIGIBLE COSTS

Parking Lot resurface	\$1,000,000
Signage rehabilitation	300,000
Roof replacement	1,200,000
Rehabilitate exterior lighting	250,000
Rehabilitate landscaping	50,000
HVAC replace and repair	250,000
Rehabilitate vacant space for tenants (60,747 Sq. ft.)	2,650,000
Theatre rehabilitation (if required)	500,000
Total TIF Eligible Costs	\$6,200,000

NON TIF ELIGIBLE COSTS

Additional capital costs	\$1,250,000
New 8000 square foot pad site	1,200,000

TOTAL PRIVATE AND PUBLIC IMPROVEMENTS \$8,650,000

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

The Proposed Public and Private Improvements will exceed the amount of funds available from the tax-increment financing indebtedness that the City Council may approve. The estimated amount of a Tax Increment Bond that can be retired based on increased values of real estate driven by the above investments is \$578,130. Therefore, RockStep Scottsbluff, LLC, requests that the Community Development Agency declare a portion of the Redevelopment Area, shown on attached **Exhibit "A-1"** as an Enhanced Employment Area under the Community Development Law; that the City impose a ½% occupation tax on such area to finance the payment of an Occupation Tax Bond issued by the Agency in the amount of \$1,816,650. Specific undertakings related to the Enhanced Employment Area and the Occupation Tax are shown in Section IV below.

This Plan proposes that Tax Increment bond and the Occupation Tax Bond be purchased by the developer to fund the required rehabilitation of the Monument Mall. The balance of private improvements shall be paid by the developer.

The amount of the available proceeds for tax-increment financing is estimated at approximately \$578,130.00 based on assumed value increases over the present property valuation base. (current valuation is \$6,000,000)

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

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

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

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

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

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

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

IV. THE ENHANCED EMPLOYMENT AREA DESIGNATED BY THE AGENCY AS ELIGIBLE FOR THE IMPOSITION OF AN OCCUPATION TAX TO PAY FOR AUTHORIZED WORK WITHIN THE AREA IS DESCRIBED AS FOLLOWS:

Property Description (the “Enhanced Employment Area”)

This property is generally referred to as the Monument Mall

- **Legal Descriptions** See attached Exhibit A-1 for the legal description of the tract to be declared as an Enhanced Employment Area

Authorized work within the Enhanced Employment Area means the performance of any one or more of the following purposes:

- (a) The acquisition, construction, maintenance, and operation of public offstreet parking facilities for the benefit of the Enhanced Employment Area;
- (b) Improvement of any public place or facility in the Enhanced Employment Area, including landscaping, physical improvements for decoration or security purposes, and plantings;
- (c) Construction or installation of pedestrian shopping malls or plazas, sidewalks or moving sidewalks, parks, meeting and display facilities, bus stop shelters, lighting, benches or other seating furniture, sculptures, trash receptacles, shelters, fountains, skywalks, and pedestrian and vehicular overpasses and underpasses, and any useful or necessary public improvements;
- (d) Leasing, acquiring, constructing, reconstructing, extending, maintaining, or repairing parking lots or parking garages, both above and below ground, or other facilities for the parking of vehicles, including the power to install such facilities in public areas, whether such areas are owned in fee or by easement, in the Enhanced Employment Area; and
- (e) Maintenance, repair, and reconstruction of any improvements or facilities authorized by the Community Development Law;

Redevelopment Plan to the Enhanced Employment Area Complies with the Act:

The Act requires that in connection with the approval of any redevelopment plan which includes the designation of an enhanced employment area, the governing body may approve the redevelopment plan if it determines that any new investment within such enhanced employment area will result in at least ten new employees and new investment of five hundred thousand dollars in counties with at least twenty five thousand inhabitants but fewer than fifty thousand inhabitants.

This Plan Amendment meets these enhanced employment area statutory qualifications because

- (a) at project stabilization employment in the Enhanced Employment Area is expected to increase by 50 employees including a mixture of part time, full time and managerial positions,
- (b) the project in the Enhanced Employment Area includes new private sector investment of

\$6,255,220, and (c) as of the 2010 census, Scotts Bluff County's population was 36,970 inhabitants.

Levy of General Business Occupation Tax and Levy:

A city may levy a general business occupation tax upon the businesses and users of space within an enhanced employment area for the purpose of paying all or any part of the costs and expenses of any redevelopment project within such enhanced employment area. Any occupation tax imposed pursuant to the Act shall make a reasonable classification of businesses, users of space, or kinds of transactions for purposes of imposing such tax.

The businesses and their classification in the Enhanced Employment Area are as follows:

<u>BUSINESS</u>	<u>CLASSIFICATION</u>
1. Apparel	Clothing Retail
2. Hobby & Crafts	Hobby & Craft Retail
3. Shoes	Shoe Retail
4. Cosmetics	Beauty Retail
5. Quick Serve	Prepared Food Retail
6. Specialty Store	Specialty Retail
7. Salon	Service Retail
8. Restaurant	Prepared Food Retail
9. Service/Fitness	Service Retail
10. Fast Food	Prepared Food Retail
11. Theatre/ entertainment	Entertainment
12. Sporting Goods	Sporting Goods Retail
13. Miscellaneous Retail	Retail

No occupation tax shall be imposed on any business or transaction which is subject to tax under section 53-160, 66-489, 66-489.02, 66-4,140, 66-4,145, 66-4,146, 77-2602, or 77-4008 of the Act or which is exempt from tax under section 77-2704.24 of the Act. Any such occupation tax agreed to by the Agency and the City shall remain in effect so long as the Agency has bonds outstanding which have been issued stating such occupation tax as an available source for payment.

The collection of a tax imposed pursuant to the Act shall be made and enforced in such a manner as the governing body shall by ordinance determine to produce the required revenue. The governing body may provide that failure to pay the tax imposed pursuant to this section shall constitute a violation of the ordinance and subject the violator to a fine or other punishment as provided by ordinance.

Undertaking by RockStep Scottsbluff, LLC.

The Developer undertakes to rehabilitate the Redevelopment Area and in so doing invest more than \$500,000 and create through new tenants, (over current employment) more than 10 jobs. (Neb. Rev. Stat. §18-2116(2))

EXHIBIT "A"
REDEVELOPMENT AREA

**Lot 3, Block 3, Third Replat of Lots 3 and 4, Block 3, Northeast Second Add Replat No. 2
and Lot 2, Block 3, Northeast Second Add Replat No. 2**

Exhibit "A-1"
Enhanced Employment Area

EXHIBIT B

DESCRIPTION OF ENHANCED EMPLOYMENT AREA

LEGAL DESCRIPTION

A building and portion of parking lot situated in Lot 2, Block 3, Northeast Second Addition Replat No. 2, and part of Lot 3, Block 3, Third Replat of Lots 3 and 4, Block 3, Northeast Second Addition, Replat Number 2, to the City of Scottsbluff, Scotts Bluff County, Nebraska, more particularly described as follows:

Commencing at the Northeast corner of Lot 3, Block 3, as monumented by a 5/8" Rebar, thence southeasterly on the arc of a curve to the left, said curve having a central angle of 01°25'40", a radius of 2451.83, a chord bearing of S33°04'10"E and a chord length of 61.10 feet, thence continuing southeasterly on the arc of said curve, a distance of 61.10 feet, to the point of intersection with the extension of a traffic control paint stripe, said point also being the Point of Beginning, thence bearing S49°55'46"W, on the extension of a traffic control paint stripe, a distance of 362.44 feet, to the point of intersection of a building wall, thence northwesterly on said building wall, bearing N39°51'16"W, a distance of 61.04 feet to the point of intersection with the south line of Lot 2, Block 3, Northeast Second Addition, Replat No. 2, thence northeasterly on said south line and on said building wall, bearing N49°59'29"E, a distance of 5.33 feet, thence bearing N40°02'50"W, on said wall, a distance of 34.27 feet, thence bearing N49°57'10"E, on said wall, a distance of 8.55 feet, thence bearing N40°02'50"W, on said wall, a distance of 45.67 feet, thence bearing N84°14'35"W, on said wall, a distance of 12.26 feet, thence bearing N40°02'50"W, on said wall, a distance of 99.53 feet, thence bearing N49°57'09"E, on said wall, a distance of 15.45 feet, thence bearing N40°05'07"W, on said wall, a distance of 75.45 feet, thence bearing S49°57'10"W, on said wall, a distance of 15.40 feet, thence bearing N40°02'50"W, on said wall, a distance of 116.47 feet, thence bearing S50°00'04"W, on said wall, a distance of 290.94 feet, thence bearing S40°02'00"E, on said wall, a distance of 22.00 feet, thence bearing S49°58'00"W, on said wall, a distance of 16.05 feet, thence bearing S33°45'24"E, on said wall, a distance of 16.70 feet, thence bearing N56°42'07"E, on said wall, a distance of 18.00 feet, thence bearing S40°02'00"E, on said wall, a distance of 314.52 feet, thence bearing S50°00'11"W, on said wall, a distance of 33.10 feet, thence bearing S39°59'49"E, on said wall, a distance of 25.00 feet, to the point of intersection with the south line of Lot 2, Block 3, Northeast Second Addition, Replat No. 2, thence bearing N49°59'29"E, on the south line of Lot 2, Block 3, Northeast Second Addition, Replat No. 2, and on said wall, a distance of 109.66 feet, thence bearing S39°46'32"E, on said wall, a distance of 56.47 feet, thence bearing N64°53'04"E, on said wall, a distance of 24.00 feet, thence bearing S24°36'09"E, on said wall, a distance of 59.77 feet, thence bearing N70°26'42"E, on said wall, a distance of 6.47 feet, thence bearing S24°24'41"E, on said wall, a distance of 61.20 feet, thence bearing N86°07'20"W, on said wall, a distance of 124.13 feet, thence bearing S03°53'57"W, on said wall, a distance of 100.15 feet, thence bearing S86°05'49"E, on said wall, a distance of 119.52 feet, thence bearing N03°36'58"E, on said wall, a distance of 32.18 feet, thence bearing S86°37'10"E, on said wall, a distance of 34.80 feet, thence bearing S39°57'47"E, on said wall, a distance of 186.26 feet, thence bearing S45°25'05"W, on said wall, a distance of 7.37 feet, thence bearing N42°45'59"W,

on said wall, a distance of 12.72 feet, thence bearing S50°03'55"W, on said wall, a distance of 28.21 feet, thence bearing N83°58'48"W, on said wall, a distance of 13.00 feet, thence bearing S05°58'56"W, on said wall, a distance of 34.66 feet, thence bearing N84°10'56"W, on said wall, a distance of 36.68 feet, thence bearing S06°07'24"W, on said wall, a distance of 71.72 feet, thence bearing N87°02'46"W, on said wall, a distance of 0.66 feet, thence bearing S07°18'33"W, on said wall, a distance of 1.94 feet, thence bearing N87°07'45"W, on said wall, a distance of 0.63 feet, thence bearing S06°00'22"W, on said wall, a distance of 48.77 feet, thence bearing S83°55'29"E, on said wall, a distance of 183.20 feet, thence bearing N06°16'34"E, on said wall, a distance of 122.24 feet, thence bearing N83°25'46"W, on said wall, a distance of 22.49 feet, thence bearing N06°34'14"E, on said wall, a distance of 20.79 feet, thence bearing S54°49'21"E, on said wall, a distance of 180.23 feet, thence bearing S48°29'41"W, on said wall, a distance of 16.70 feet, thence bearing S39°36'21"E, on said wall, a distance of 55.97 feet, thence bearing S50°47'47"W, on said wall, a distance of 5.79 feet, thence bearing S39°46'34"E, on said wall, a distance of 27.46 feet, thence bearing N50°39'07"E, on said wall, a distance of 6.01 feet, thence bearing S40°05'51"E, on said wall, a distance of 91.46 feet, thence bearing N50°07'05"E, on said wall, a distance of 17.23 feet, thence bearing S39°52'55"E, on said wall, a distance of 24.99 feet, thence bearing N49°54'13"E, on said wall, a distance of 17.36 feet, thence bearing S39°56'08"E, on said wall, a distance of 24.51 feet, thence bearing N49°54'13"E, on said wall, a distance of 17.29 feet, thence bearing S40°05'47"E, on said wall, a distance of 24.50 feet, thence bearing N49°56'41"E, on said wall, a distance of 198.37 feet, thence bearing N40°12'47"W, on said wall, a distance of 32.62 feet, thence bearing N49°48'05"E, on said wall, a distance of 6.20 feet, thence bearing N40°13'55"W, on said wall, a distance of 34.34 feet, thence bearing S49°48'05"W, on said wall, a distance of 5.91 feet, thence bearing N40°06'39"W, on said wall, a distance of 89.44 feet, thence bearing N49°48'05"E, on said wall, a distance of 6.16 feet, thence bearing N40°03'36"W, on said wall, a distance of 45.46 feet, thence bearing S49°48'05"W, on said wall, a distance of 6.17 feet, thence bearing N39°47'25"W, on said wall, a distance of 67.00 feet, thence bearing S49°49'20"W, on said wall, a distance of 35.52 feet, thence bearing N54°49'24"W, on said wall, a distance of 77.60 feet, thence bearing N34°48'40"E, on said wall, a distance of 14.08 feet, thence bearing N55°05'04"W, on said wall, a distance of 65.95 feet, thence bearing S35°04'49"W, on said wall, a distance of 13.83 feet, thence bearing N40°03'06"W, on said wall, a distance of 39.05 feet, to the point of intersection with the extension of a line being 200.00 feet south of and parallel with a raised concrete island, thence northeasterly on the extension of a line being 200.00 feet south of and parallel with a raised concrete island, bearing N50°07'11"E, a distance of 353.94 feet, to the point of intersection with a non-tangent curve to the right, said curve having a central angle of 05°52'03", a radius of 2451.83 feet, a chord bearing of N40°56'42"W and a chord length of 250.97 feet, thence northwesterly on the arc of said curve, a distance of 251.08 feet, to the point of intersection with the southeast corner of Lot 4, as monumented by a 5/8" Rebar, thence continuing northwesterly on the same curve, said segment having a central angle of 3°58'25", a radius of 2451.83 feet, a chord bearing of N36°01'28"W and a chord length of 170.00 feet, thence northwesterly on the arc of said curve, a distance of 170.04 feet, to the point of intersection with the northeast corner of Lot 4, as monumented by a 3/4" Rebar, thence continuing northwesterly on the arc of said curve, whose segment has a central angle of 00°15'16", a radius of 2451.83 feet, a chord bearing of N33°54'38"W and a chord length of 10.89 feet, thence northwesterly on the arc of said curve segment, a distance of 10.89 feet, to the Point of Beginning, containing an area of 11.86 Acres, more or less.

EXHIBIT “B”

INSERT AERIAL PHOTO OF SITE

EXHIBIT “C”
Redevelopment Area Site Plan
(insert site survey)

EXHIBIT "D"
STATUTORY COST BENEFIT ANALYSIS
MONUMENT MALL REHABILITATION
PROJECT

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

Project Sources and Uses. Approximately \$2,394,780.00 in public funds from tax increment financing provided by the City of Scottsbluff will be required to complete the project. This investment by the city will leverage \$6,255,220.00 in private sector financing; a private investment of \$2.61 for every city dollar investment.

Use of Funds.

Description	
Parking Lot resurface	\$1,000,000
Signage rehabilitation	300,000
Roof replacement	1,200,000
Rehabilitate exterior lighting	250,000
Rehabilitate landscaping	50,000
HVAC replace and repair	250,000
Rehabilitate vacant space for tenants (60,747 Sq. ft.)	2,650,000
Theatre rehabilitation (if required)	500,000
Total TIF Eligible Costs	\$6,200,000

NON TIF ELIGIBLE COSTS

Additional capital costs	\$1,250,000
New 8000 square foot pad site	1,200,000

TOTAL PRIVATE AND PUBLIC IMPROVEMENTS \$8,650,000

Portion of costs paid by Occupation Tax	\$1,816,650
Portion of costs paid by TIF	578,130
Portion of costs paid by Developer	6,255,220

Tax Revenue. The property to be redeveloped is anticipated to have a January 1, 201, valuation of \$6,000,000. Based on the 2014 levy this would result in a real property tax of 116,236.78. It is anticipated that the assessed value will increase by \$1,000,000 per year for 2017, 2018, 2019 and 2020 and remain stable thereafter as a result of the site redevelopment. This development will result in an estimated tax increase of over \$77,000.00 annually after the year 2020. The tax increment gained from this Redevelopment Project area would not be available for use as city general tax revenues, but would be used for eligible public and private improvements to enable this project to be realized.

Estimated 2014 assessed value	\$ 6,000,000
-------------------------------	--------------

Estimated value after completion		\$10,000,000
Increment value		\$ 4,000,000 after 5 years,
Annual TIF generated	(estimated)	\$ 19,377 increasing to \$77,508
TIF bond issue		\$ 578,130
Occupation Tax bond		\$1,816,650

Public Infrastructure and Community Public Service Needs. The Project will not require that the city pay for any changes to utilities, or other public service needs.

Employment Within the Project Area. Employment within the Project Area is expected to increase by at least 50 full and part time positions. Temporary construction employment will increase during the construction. The construction period is expected to exceed nine months.

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

Other Impacts. Significant local sales tax will be generated as the Mall is filled with tenants. The Mall rehabilitation will generate on site sales significantly in excess of current levels. Current city sales tax from the Mall are estimated at \$270,000 annually. By 2018, sales are estimated to generate city sales tax of \$498,000 annually.

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

City of Scottsbluff, Nebraska

Monday, June 1, 2015

Regular Meeting

Item Pub. Hear.2

Community Development Agency to Recess.

Staff Contact: Annie Folck, City Planner

City of Scottsbluff, Nebraska

Monday, June 1, 2015

Regular Meeting

Item Pub. Hear.3

City Council to Reconvene.

Staff Contact: Annie Folck, City Planner

City of Scottsbluff, Nebraska

Monday, June 1, 2015

Regular Meeting

Item Pub. Hear.4

Council to conduct a Public Hearing as scheduled for this date at 6:05 p.m. to consider the Resolution and Redevelopment Plan for Monument Mall.

Staff Contact: Annie Folck, City Planner

City of Scottsbluff, Nebraska

Monday, June 1, 2015

Regular Meeting

Item Pub. Hear.5

Council to take action on the Resolution and Redevelopment Plan.

Staff Contact: Annie Folck, City Planner

RESOLUTION NO. 15-06-01

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

Recitals:

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

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

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

d. The Community Development Agency of the City of Scottsbluff, Nebraska (the “Agency”) has received a Redevelopment Plan (the “Redevelopment Plan”) pursuant to Section 18-2111 of the Act, which includes a proposal for the designation of an enhanced employment area, described on Exhibit B (the “Enhanced Employment Area”), in the form attached as Exhibit C, and recommended the Redevelopment Plan to the Planning Commission of the City;

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

f. The Agency has prepared a Cost Benefit analysis of the Redevelopment Project set forth in the Redevelopment Plan and has recommended approval of the Redevelopment Plan by the City Council; and

g. There has been presented to the City by the Agency for approval, a specific Redevelopment Project within the Redevelopment Plan and as authorized in the Redevelopment Plan, as described on the attached Exhibit D (the “Redevelopment Project”); and

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

Resolved that:

1. The Redevelopment Plan for the area described on the attached Exhibit A, including the Enhanced Employment Area described on the attached Exhibit B and the Redevelopment Project legally described on the attached Exhibit D, is determined to be feasible and in conformity with the general plan for the development of the City of Scottsbluff as a whole and the Redevelopment Plan, including the Enhanced Employment Area and the Redevelopment Project identified on the attached Exhibit D, is in conformity with the legislative declarations and determinations set forth in the Act; and it is found and determined that (a) the redevelopment project in the plan would not be economically feasible without the use of tax-increment financing, (b) the redevelopment project would not occur in the community redevelopment area without the use of tax-increment financing, and (c) the costs and benefits of the Redevelopment Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of the community impacted by the Redevelopment Project. .

2. The Redevelopment Plan is approved. The Agency is directed to implement the Redevelopment Plan in accordance with the Act.

3. The form and substance of the Redevelopment Contract as set forth for on the attached Exhibit D is approved and affirmed. The Mayor and Clerk are authorized and directed to execute such documents and take such actions as are necessary to carry out this Resolution, including, but not limited to, entering into a Redevelopment Contract with the Agency and a redeveloper in substantially the form as set forth in Exhibit D.

4. Pursuant to Section 18-2147 of the Act, ad valorem taxes levied upon real property in the Redevelopment Project included or authorized in the Redevelopment Plan which is described above shall be divided, for a period not to exceed 15 years after the effective date of this provision, which effective date shall be January 1, 2016 as follows:

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

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

(c) The Mayor and City Clerk are authorized and directed to execute and file with the Treasurer and Assessor of Scotts Bluff County, Nebraska, an Allocation Agreement and Notice of Pledge of Taxes with respect to each Redevelopment Project.

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

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

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

PASSED and APPROVED on June 1, 2015.

Randy Meininger, Mayor

ATTEST:

Cindy Dickinson, City Clerk (Seal)

EXHIBIT A

REDEVELOPMENT AREA

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

EXHIBIT B

ENHANCED EMPLOYMENT AREA

A building and portion of parking lot situated in Lot 2, Block 3, Northeast Second Addition Replat No. 2, and part of Lot 3, Block 3, Third Replat of Lots 3 and 4, Block 3, Northeast Second Addition, Replat Number 2, to the City of Scottsbluff, Scotts Bluff County, Nebraska, more particularly described as follows:

Commencing at the Northeast corner of Lot 3, Block 3, as monumented by a 5/8" Rebar, thence southeasterly on the arc of a curve to the left, said curve having a central angle of 01°25'40", a radius of 2451.83, a chord bearing of S33°04'10"E and a chord length of 61.10 feet, thence continuing southeasterly on the arc of said curve, a distance of 61.10 feet, to the point of intersection with the extension of a traffic control paint stripe, said point also being the Point of Beginning, thence bearing S49°55'46"W, on the extension of a traffic control paint stripe, a distance of 362.44 feet, to the point of intersection of a building wall, thence northwesterly on said building wall, bearing N39°51'16"W, a distance of 61.04 feet to the point of intersection with the south line of Lot 2, Block 3, Northeast Second Addition, Replat No. 2, thence northeasterly on said south line and on said building wall, bearing N49°59'29"E, a distance of 5.33 feet, thence bearing N40°02'50"W, on said wall, a distance of 34.27 feet, thence bearing N49°57'10"E, on said wall, a distance of 8.55 feet, thence bearing N40°02'50"W, on said wall, a distance of 45.67 feet, thence bearing N84°14'35"W, on said wall, a distance of 12.26 feet, thence bearing N40°02'50"W, on said wall, a distance of 99.53 feet, thence bearing N49°57'09"E, on said wall, a distance of 15.45 feet, thence bearing N40°05'07"W, on said wall, a distance of 75.45 feet, thence bearing S49°57'10"W, on said wall, a distance of 15.40 feet, thence bearing N40°02'50"W, on said wall, a distance of 116.47 feet, thence bearing S50°00'04"W, on said wall, a distance of 290.94 feet, thence bearing S40°02'00"E, on said wall, a distance of 22.00 feet, thence bearing S49°58'00"W, on said wall, a distance of 16.05 feet, thence bearing S33°45'24"E, on said wall, a distance of 16.70 feet, thence bearing N56°42'07"E, on said wall, a distance of 18.00 feet, thence bearing S40°02'00"E, on said wall, a distance of 314.52 feet, thence bearing S50°00'11"W, on said wall, a distance of 33.10 feet, thence bearing S39°59'49"E, on said wall, a distance of 25.00 feet, to the point of intersection with the south line of Lot 2, Block 3, Northeast Second Addition, Replat No. 2, thence bearing N49°59'29"E, on the south line of Lot 2, Block 3, Northeast Second Addition, Replat No. 2, and on said wall, a distance of 109.66 feet, thence bearing S39°46'32"E, on said wall, a distance of 56.47 feet, thence bearing N64°53'04"E, on said wall, a distance of 24.00 feet, thence bearing S24°36'09"E, on said wall, a distance of 59.77 feet, thence bearing N70°26'42"E, on said wall, a distance of 6.47 feet, thence bearing S24°24'41"E, on said wall, a distance of 61.20 feet, thence bearing N86°07'20"W, on said wall, a distance of 124.13 feet, thence bearing S03°53'57"W, on said wall, a distance of 100.15 feet, thence bearing S86°05'49"E, on said wall, a distance of 119.52 feet, thence bearing N03°36'58"E, on said wall, a distance of 32.18 feet, thence bearing S86°37'10"E, on said wall, a distance of 34.80 feet, thence bearing S39°57'47"E, on said wall, a distance of 186.26 feet, thence bearing S45°25'05"W, on said wall, a distance of 7.37 feet, thence bearing N42°45'59"W, on said wall, a distance of 12.72 feet, thence bearing S50°03'55"W, on said wall, a distance of 28.21 feet, thence bearing N83°58'48"W, on said wall, a distance of 13.00 feet, thence bearing S05°58'56"W, on said wall, a distance of 34.66 feet, thence bearing N84°10'56"W, on said wall,

a distance of 36.68 feet, thence bearing S06°07'24"W, on said wall, a distance of 71.72 feet, thence bearing N87°02'46"W, on said wall, a distance of 0.66 feet, thence bearing S07°18'33"W, on said wall, a distance of 1.94 feet, thence bearing N87°07'45"W, on said wall, a distance of 0.63 feet, thence bearing S06°00'22"W, on said wall, a distance of 48.77 feet, thence bearing S83°55'29"E, on said wall, a distance of 183.20 feet, thence bearing N06°16'34"E, on said wall, a distance of 122.24 feet, thence bearing N83°25'46"W, on said wall, a distance of 22.49 feet, thence bearing N06°34'14"E, on said wall, a distance of 20.79 feet, thence bearing S54°49'21"E, on said wall, a distance of 180.23 feet, thence bearing S48°29'41"W, on said wall, a distance of 16.70 feet, thence bearing S39°36'21"E, on said wall, a distance of 55.97 feet, thence bearing S50°47'47"W, on said wall, a distance of 5.79 feet, thence bearing S39°46'34"E, on said wall, a distance of 27.46 feet, thence bearing N50°39'07"E, on said wall, a distance of 6.01 feet, thence bearing S40°05'51"E, on said wall, a distance of 91.46 feet, thence bearing N50°07'05"E, on said wall, a distance of 17.23 feet, thence bearing S39°52'55"E, on said wall, a distance of 24.99 feet, thence bearing N49°54'13"E, on said wall, a distance of 17.36 feet, thence bearing S39°56'08"E, on said wall, a distance of 24.51 feet, thence bearing N49°54'13"E, on said wall, a distance of 17.29 feet, thence bearing S40°05'47"E, on said wall, a distance of 24.50 feet, thence bearing N49°56'41"E, on said wall, a distance of 198.37 feet, thence bearing N40°12'47"W, on said wall, a distance of 32.62 feet, thence bearing N49°48'05"E, on said wall, a distance of 6.20 feet, thence bearing N40°13'55"W, on said wall, a distance of 34.34 feet, thence bearing S49°48'05"W, on said wall, a distance of 5.91 feet, thence bearing N40°06'39"W, on said wall, a distance of 89.44 feet, thence bearing N49°48'05"E, on said wall, a distance of 6.16 feet, thence bearing N40°03'36"W, on said wall, a distance of 45.46 feet, thence bearing S49°48'05"W, on said wall, a distance of 6.17 feet, thence bearing N39°47'25"W, on said wall, a distance of 67.00 feet, thence bearing S49°49'20"W, on said wall, a distance of 35.52 feet, thence bearing N54°49'24"W, on said wall, a distance of 77.60 feet, thence bearing N34°48'40"E, on said wall, a distance of 14.08 feet, thence bearing N55°05'04"W, on said wall, a distance of 65.95 feet, thence bearing S35°04'49"W, on said wall, a distance of 13.83 feet, thence bearing N40°03'06"W, on said wall, a distance of 39.05 feet, to the point of intersection with the extension of a line being 200.00 feet south of and parallel with a raised concrete island, thence northeasterly on the extension of a line being 200.00 feet south of and parallel with a raised concrete island, bearing N50°07'11"E, a distance of 353.94 feet, to the point of intersection with a non-tangent curve to the right, said curve having a central angle of 05°52'03", a radius of 2451.83 feet, a chord bearing of N40°56'42"W and a chord length of 250.97 feet, thence northwesterly on the arc of said curve, a distance of 251.08 feet, to the point of intersection with the southeast corner of Lot 4, as monumented by a 5/8" Rebar, thence continuing northwesterly on the same curve, said segment having a central angle of 3°58'25", a radius of 2451.83 feet, a chord bearing of N36°01'28"W and a chord length of 170.00 feet, thence northwesterly on the arc of said curve, a distance of 170.04 feet, to the point of intersection with the northeast corner of Lot 4, as monumented by a 3/4" Rebar, thence continuing northwesterly on the arc of said curve, whose segment has a central angle of 00°15'16", a radius of 2451.83 feet, a chord bearing of N33°54'38"W and a chord length of 10.89 feet, thence northwesterly on the arc of said curve segment, a distance of 10.89 feet, to the Point of Beginning, containing an area of 11.86 Acres, more or less.

EXHIBIT C
REDEVELOPMENT PLAN

EXHIBIT “D”
REDEVELOPMENT CONTRACT

City of Scottsbluff, Nebraska

Monday, June 1, 2015

Regular Meeting

Item Pub. Hear.6

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

Minutes:

Community Development Agency to consider and take action on a Resolution to approve the proposed Redevelopment Contract for Lot 3, Block 3, Third Replat of Lots 3 and 4, Block 3, Northeast Second Add Replat No. 2 and Lot 2, Block 3, Northeast Second Add Replat No. 2, all in the city of Scottsbluff, Scotts Bluff County, Nebraska and the Tax Increment Development Revenue Bond and Occupation Tax Revenue Bond for the Monument Mall Redevelopment Project.

Staff Contact: Annie Folck, City Planner

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

MONUMENT MALL REDEVELOPMENT PROJECT

RESOLUTION NO. 15-06-__

PASSED AND APPROVED: JUNE 1,2015

AUTHORIZING NOT TO EXCEED

\$578,130
TAX INCREMENT DEVELOPMENT
REVENUE BONDS

SERIES 2015A

\$1,816,650
OCCUPATION TAX REVENUE BONDS

SERIES 2015B

TABLE OF CONTENTS

Page

ARTICLE I

FINDINGS AND DETERMINATIONS

Section 1.1. Findings and Determinations	2
--	---

ARTICLE II

CERTAIN DEFINITIONS; COMPUTATIONS; CERTIFICATES AND OPINIONS; ORDERS AND DIRECTIONS

Section 2.1. Definitions of Special Terms.....	2
Section 2.2. Definitions of General Terms.....	5
Section 2.3. Computations	6
Section 2.4. Evidence of Action by the Agency.....	6

ARTICLE III

AUTHORIZATION AND ISSUANCE OF BONDS; GENERAL TERMS AND PROVISIONS

Section 3.1. Authorization of TIF Bond.....	6
Section 3.2. Authorization of Occupation Tax Revenue Bond	7
Section 3.3. Details of Bonds; Authority of City Manager	8
Section 3.4. Form of Bonds Generally.....	10
Section 3.5. Appointment of Registrar.....	10
Section 3.6. Exchange of Bonds	10
Section 3.7. Initial Purchaser; Acknowledgements; Negotiability, Registration and Transfer of Bonds	11
Section 3.8. Ownership of Bonds.....	12
Section 3.9. Disposition and Destruction of Bonds	12
Section 3.10. Mutilated, Lost, Stolen or Destroyed Bonds.....	12
Section 3.11. Nonpresentment of Bonds.....	12

ARTICLE IV

REDEMPTION OF BONDS

Section 4.1. Redemption of Bonds.....	13
Section 4.2. Redemption Procedures	13
Section 4.3. Determination of Outstanding Principal Amount of Bonds.....	14

ARTICLE V

EFFECTIVE DATE OF PROJECT; PLEDGE OF TIF REVENUE; PLEDGE OF OCCUPATION TAX REVENUE; PLEDGE OF PLEDGED SALES TAX

Section 5.1. Effective Date of Project.....	14
Section 5.2. Collection of TIF Revenue; Pledge of TIF Revenue.....	14

(i)

Section 5.3. Potential Insufficiency of TIF Revenue	14
Section 5.4. Collection of Occupation Tax Revenue; Pledge of Occupation Tax Revenue	15
Section 5.5. Potential Insufficiency of Occupation Tax Revenue	15

ARTICLE VI

CREATION OF FUNDS AND ACCOUNTS; PAYMENTS THEREFROM

Section 6.1. Creation of Funds and Account.....	15
Section 6.2. Special Fund.....	16
Section 6.3. Project Fund	16

ARTICLE VII

COVENANTS OF THE AGENCY

Section 7.1. No Priority	16
Section 7.2. To Pay Principal of and Premium and Interest on Bonds.....	17
Section 7.3. Books of Account; Financial Statements	17
Section 7.4. Eminent Domain Proceeds.....	17
Section 7.5. Protection of Security.....	17

ARTICLE VIII

FORM OF BONDS

Section 8.1. Form of Bonds	17
----------------------------------	----

ARTICLE IX

DEFEASANCE; MONEY HELD FOR PAYMENT OF DEFEASED BONDS

Section 9.1. Discharge of Liens and Pledges; Bond No Longer Outstanding Hereunder	29
Section 9.2. Certain Limitations After Due Date	30

ARTICLE X

AMENDING AND SUPPLEMENTING OF RESOLUTION

Section 10.1. Amending and Supplementing of Resolution Without Consent of Owners.....	30
Section 10.2. Amending and Supplementing of Resolution with Consent of Owners.....	31
Section 10.3. Effectiveness of Supplemental Resolution.....	32

ARTICLE XI

MISCELLANEOUS

Section 11.1. General and Specific Authorizations; Ratification of Prior Actions	32
Section 11.2. Proceedings Constitute Contract; Enforcement Thereof.....	32
Section 11.3. Benefits of Resolution Limited to the Agency and the Owners	33

(ii)

Section 11.4. No Personal Liability	33
Section 11.5. Effect of Saturdays, Sundays and Legal Holidays	33
Section 11.6. Partial Invalidity	33
Section 11.7. Law and Place of Enforcement of this Resolution	33
Section 11.8. Effect of Article and Section Headings and Table of Contents	33
Section 11.9. Repeal of Inconsistent Resolution.....	34
Section 11.10. Publication and Effectiveness of this Resolution	34

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

RESOLUTION NO. 15-06-__

A RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE BY THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF SCOTTSBLUFF, NEBRASKA OF (A) A TAX INCREMENT REVENUE BOND, NOTE OR OTHER OBLIGATION IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$578,130 FOR THE PURPOSE OF (1) PAYING THE COSTS OF CONSTRUCTING, RECONSTRUCTING, IMPROVING, EXTENDING, REHABILITATING, INSTALLING, EQUIPPING, FURNISHING AND COMPLETING CERTAIN IMPROVEMENTS WITHIN THE CITY'S MONUMENT MALL REDEVELOPMENT PROJECT AREA, AND (2) PAYING THE COSTS OF ISSUANCE THEREOF AND (B) AN OCCUPATION TAX REVENUE BOND, NOTE OR OTHER OBLIGATION IN AN AGGREGATE PRINCIPAL AMOUNT TO NOT EXCEED \$1,816,650 FOR THE PURPOSE OF (1) PAYING THE COSTS OF CONSTRUCTING, RECONSTRUCTING, IMPROVING, EXTENDING, REHABILITATING, INSTALLING, EQUIPPING, FURNISHING AND COMPLETING CERTAIN IMPROVEMENTS WITHIN THE CITY'S MONUMENT MALL ENHANCED EMPLOYMENT ACT AREA, AND (2) PAYING THE COSTS OF ISSUANCE THEREOF; PRESCRIBING THE FORM AND CERTAIN DETAILS OF SUCH BONDS, NOTES OR OTHER OBLIGATIONS; PLEDGING CERTAIN PROPERTY TAX REVENUE AND OTHER REVENUE TO THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE TAX INCREMENT REVENUE BOND, NOTE OR OTHER OBLIGATION AS THE SAME BECOME DUE; PLEDGING CERTAIN OCCUPATION TAX REVENUES TO THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE OCCUPATION TAX REVENUE BOND, NOTE OR OTHER OBLIGATION AS THE SAME BECOME DUE; LIMITING PAYMENT OF SUCH BOND, NOTE OR OTHER OBLIGATION TO THE REVENUES SPECIFIED HEREIN; CREATING AND ESTABLISHING FUNDS AND ACCOUNTS; DELEGATING, AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXERCISE HIS INDEPENDENT DISCRETION AND JUDGMENT IN DETERMINING AND FINALIZING CERTAIN TERMS AND PROVISIONS OF SUCH BONDS, NOTES OR OTHER OBLIGATIONS NOT SPECIFIED HEREIN; TAKING OTHER ACTIONS AND MAKING OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE FOREGOING; AND RELATED MATTERS.

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

ARTICLE I

FINDINGS AND DETERMINATIONS

Section 1.1. Findings and Determinations. The Community Development Agency of the City of Scottsbluff, Nebraska (the “Agency”) hereby finds and determine as follows:

(a) The City of Scottsbluff, Nebraska (the “City”), pursuant to Chapter 18, Article 21, Reissue Revised States of Nebraska, as amended (the “**Redevelopment Law**”), and Resolution No. _____, approved the Redevelopment Plan, Monument Mall Project (the “**Redevelopment Plan**”) under and pursuant to which the City shall undertake from time to time to redevelop and rehabilitate the Redevelopment Project Area (hereinafter defined).

(b) Pursuant to the Redevelopment Plan and a Redevelopment Contract, dated as of June 1, 2015 (the “**Redevelopment Contract**”), between the City, the Agency, and RockStep Scottsbluff, LLC (the “**Redeveloper**”), the parties previously obligated themselves to provide for the redevelopment of lots and lands located within a blighted and substandard area and enhanced employment area, as more fully described in the Redevelopment Contract (hereinafter defined).

(c) The Agency is authorized by the Redevelopment Law (hereinafter defined) to (1) issue tax increment revenue bonds for the purpose of paying the costs and expenses of the TIF Project (as defined in the Redevelopment Contract), the principal of and interest on which is payable from certain property tax revenues as set forth in the Redevelopment Law, and (2) issue occupation tax revenue bonds for the purpose of paying the costs and expenses of the Enhanced Employment Act Project (as defined in the Redevelopment Contract), the principal of and interest on which is payable from certain occupation tax revenues as set forth in the Redevelopment Law.

(d) Pursuant to the Redevelopment Law and the Occupation Tax Ordinance, the City has imposed a retail business occupation tax on all of the Retail Businesses (as defined in the Occupation Tax Ordinance) in the Enhanced Employment Act Area (as defined in the Occupation Tax Ordinance).

(e) In order to provide funds to pay the costs of the TIF Project, it is necessary, desirable, advisable, and in the best interest of the City for the Agency to issue a tax increment revenue bond in a principal amount not to exceed \$578,130 (the “**TIF Bond**”).

(f) In order to provide funds to pay the costs of the Enhanced Employment Act Project, it is necessary, desirable, advisable, and in the best interest of the City for the Agency to issue an occupation tax revenue bond in a principal amount not to exceed \$1,816,650 (the “**Occupation Tax Revenue Bond**”).

(g) All conditions, acts and things required to exist or to be done precedent to the issuance of the TIF Bond and the Occupation Tax Revenue Bond (collectively, the “**Bonds**”) do exist and have been done as required by law.

ARTICLE II

CERTAIN DEFINITIONS; COMPUTATIONS; CERTIFICATES AND OPINIONS; ORDERS AND DIRECTIONS

Section 2.1. Definitions of Special Terms. Unless the context clearly indicates some other meaning or may otherwise require, and in addition to those terms defined elsewhere herein, the terms

defined in this **Section 2.1** shall, for all purposes of this Resolution, any ordinance or other instrument amendatory hereof or supplemental hereto, and any certificate, opinion, instrument or document herein or therein mentioned, have the meanings specified herein, with the following definitions to be equally applicable to both the singular and plural forms of any terms defined herein:

“Administrative Costs” means the costs the City or Agency incurs (on an annual or prorated year) to collect, process and administer the Occupation Tax Revenue and TIF Revenue, and related bond funds pursuant to the requirements of the Act, including labor costs, equipment, software, promulgated regulations, City and State of Nebraska Department of Revenue accounting, procedures, reports, audits, review and accountability and reporting measures.

“City Manager” means the City Manager of the City of Scottsbluff, Nebraska.

“Assessor” means the Assessor of Scotts Bluff County, Nebraska.

“Bonds” means, collectively, the TIF Bond and the Occupation Tax Revenue Bond.

“Clerk” means the Clerk of the City of Scottsbluff, Nebraska.

“Cumulative Outstanding Principal Amount” means the principal amount of a Bond issued, advanced and Outstanding from time to time in accordance with the provisions of this Resolution, as reflected in the records maintained by the Registrar as provided in this Resolution.

“Date of Original Issue” means the date each Bond is initially issued and delivered, which, for each Bond shall be the date of the first deposit of proceeds of that Bond in the appropriate Project Fund as further described in **Section 3.3**.

“Debt Service” means, as of any particular date of computation, and with respect to each Bond for any period, the amount to be paid or set aside as of such date or such period for the payment of the principal of or interest on such Bond.

“Enhanced Employment Act Area” means the enhanced employment area described, defined or otherwise identified or referred to in the Redevelopment Plan.

“Enhanced Employment Act Project” means the Enhanced Employment Act Project as defined in the Redevelopment Contract.

“Fiscal Year” means the twelve-month period established by the City or provided by law from time to time as its fiscal year.

“Interest Payment Date” means such dates as are determined by the City Manager in accordance with the provisions of **Section 3.3(i)** for each year any Bond is outstanding, commencing on the first Interest Payment Date following the Date of Original Issue.

“Occupation Tax Bond Fund” means the fund by that name created in **Section 6.1**.

“Occupation Tax Ordinance” means City Ordinance No. 4159, passed and approved by the Mayor and Council on May 18, 2015.

“Occupation Tax Revenue Bond” means the Monument Mall Redevelopment Project Occupation Tax Revenue Bond of the Agency, issued in a principal amount not to exceed \$1,816,650

pursuant to this Resolution, and shall include any bond, including a bond, note, interim certificate, debenture, or other obligation issued pursuant to the Redevelopment Law. At the option of the Owner of the Occupation Tax Revenue Bond, the titular designation of such Occupation Tax Revenue Bond may be revised to state bond, note, interim certificate, debenture, obligation, or such other designation as is appropriate.

“Occupation Tax Revenue” means all revenue received by the City from the imposition of the Retail Business Occupation Tax levied by the City pursuant to the Occupation Tax Ordinance in the Enhanced Employment Act Area.

“Outstanding” means when used with reference to any Bond, as of a particular date, the full principal amount of the Bond theretofore authenticated, delivered and advanced under this Resolution except:

(a) any portion of the Bond theretofore canceled by the Registrar or delivered to the Registrar for cancellation;

(b) any portion of the Bond which is deemed to have been paid in accordance with **Section 9.1** hereof;

(c) any Bond alleged to have been mutilated, destroyed, lost or stolen which has been paid as provided in **Section 3.9** hereof; and

(d) any Bond in exchange for or in lieu of which another Bond has been authenticated and delivered pursuant to this Resolution.

“Owner” means the person identified as the owner of a Bond from time to time, as indicated on the books of registry maintained by the Registrar.

“Project” means, collectively, the Enhanced Employment Act Project and the TIF Project.

“Project Revenue” means all net rents, proceeds, revenue and other income derived by the City by virtue of any lease, sale, conveyance or other disposition of any part of the Project, plus all sums received by the City as a result of damage to or destruction or condemnation of the Project, but shall not mean any part of the TIF Tax Revenue or the Occupation Tax Revenue.

“Record Date” means, for each Interest Payment Date, the 10th day preceding such Interest Payment Date.

“Redeveloper” means the Redeveloper as defined in the Redevelopment Contract responsible for constructing, reconstructing, improving, extending, rehabilitating, installing, equipping, furnishing and completing the Enhanced Employment Act Project and the TIF Project on behalf of the City.

“Redevelopment Contract” means the Redevelopment Contract (Monument Mall Project), dated as of June 1, 2015, between the City, Agency, and RockStep Scottsbluff, LLC, a Texas limited liability company, relating to the Project.

“Redevelopment Project Area” means the community redevelopment area described, defined or otherwise identified or referred to in the Redevelopment Plan and the Redevelopment Contract.

“Redevelopment Law” means Article VIII, Section 12 of the Constitution of the State and Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended.

“Redevelopment Plan” means the Redevelopment Plan, Monument Mall Project passed, adopted and approved by the City pursuant to Resolution No. 2015-06-01, and shall include any amendment of such Redevelopment Plan heretofore or hereafter made by the City pursuant to law.

“Registrar” means the Treasurer of the City of Scottsbluff, Nebraska, in its capacity as registrar and paying agent for the Bond.

“Resolution” means this resolution as from time to time amended or supplemented.

“Retail Business Occupation Tax” means the occupation tax levied by the City pursuant to the Redevelopment Law and the Occupation Tax Ordinance in the Enhanced Employment Act Area.

“Revenue” means the TIF Tax Revenue and the Occupation Tax Revenue.

“Special Fund” means the fund by that name created in **Section 6.1**.

“State” means the State of Nebraska.

“TIF Bond” means the Monument Mall Redevelopment Project Tax Increment Revenue Bond of the Agency issued in an aggregate principal amount not to exceed \$578,130, issued pursuant to this Resolution, and shall include any bonds, including bonds, notes, interim certificates, debentures, or other obligations issued pursuant to the Redevelopment Law. At the option of the Owner of a TIF Bond, the titular designation of such TIF Bond may be revised to state bond, note, interim certificate, debenture, obligation, or such other designation as is appropriate.

“TIF Bond Fund” means the fund by that name created in **Section 6.1**.

“TIF Project” means the TIF Project as defined in the Redevelopment Contract.

“TIF Revenue” means the Project Revenue and the TIF Tax Revenue.

“TIF Tax Revenue” means, with respect to the Redevelopment Project Area, (a) those tax revenues referred to (1) in the last sentence of the first paragraph of Article VIII, Section 12 of the Constitution of the State and (2) in Section 18-2147, Reissue Revised Statutes of Nebraska, as amended, and (b) all payments made in lieu thereof.

“Treasurer” means the Treasurer of Scotts Bluff County, Nebraska.

Section 2.2. Definitions of General Terms. Unless the context clearly indicates otherwise or may otherwise require, in this Resolution words importing persons include firms, partnerships, associations, corporations (public and private), public bodies and natural persons, and also include executors, administrators, trustees, receivers or other representatives.

Unless the context clearly indicates otherwise or may otherwise require, in this Resolution the terms “herein,” “hereunder,” “hereby,” “hereto,” “hereof” and any similar terms refer to this Resolution as a whole and not to any particular section or subdivision thereof.

Unless the context clearly indicates otherwise or may otherwise require, in this Resolution: (a) references to Articles, Sections and other subdivisions, whether by number or letter or otherwise, are to the respective or corresponding Articles, Sections or subdivisions of this Resolution as such Articles, Sections, or subdivisions may be amended or supplemented from time to time; and (b) the word “heretofore” means before the time of passage of this Resolution, and the word “hereafter” means after the time of passage of this Resolution.

Section 2.3. Computations. Unless the facts shall then be otherwise, all computations required for the purposes of this Resolution shall be made on the assumption that the principal of and interest on each Bond shall be paid as and when the same become due.

Section 2.4. Evidence of Action by the Agency. Except as otherwise specifically provided in this Resolution, any request, direction, command, order, notice, certificate or other instrument of, by or from the Agency shall be effective and binding upon the Agency for the purposes of this Resolution if signed by its Chair, its Vice-Chair, its Secretary, or by any other person or persons authorized to execute the same by statute, charter or by a resolution of the Agency.

ARTICLE III

AUTHORIZATION AND ISSUANCE OF BONDS; GENERAL TERMS AND PROVISIONS

Section 3.1. Authorization of TIF Bond. Pursuant to and in full compliance with the Redevelopment Law and this Resolution, and for the purpose of providing funds to pay (a) the cost of constructing, reconstructing, improving, extending, rehabilitating, installing, equipping, furnishing, and completing the TIF Project, and (b) the costs of issuing the TIF Bond, the Agency shall issue the TIF Bond in a principal amount not to exceed Five Hundred Seventy Eight Thousand One Hundred Thirty Dollars (\$578,130). The TIF Bond shall be designated as “Community Development Agency of the City of Scottsbluff, Nebraska, Monument Mall Redevelopment Project Tax Increment Development Revenue Bond, Series 2015A,” shall be dated the Date of Original Issue, shall mature, subject to right of prior redemption, not later than the December 15, 2030, as determined by the City Manager, and shall bear interest (computed on the basis of a 360-day year consisting of twelve, 30-day months) at an annual rate not to exceed 6.5%. The TIF Bond shall be issued as a single bond as further described in **Section 3.3**. The City Manager may establish an amortization schedule for the payment of principal of and interest on the TIF Bond; provided, however, that any TIF Bond issued pursuant to this Resolution shall only be due and payable to the extent TIF Revenues are available therefor in accordance with the terms of this Resolution.

The TIF Bond, together with the interest thereon, is a special, limited obligation of the Agency payable solely from the TIF Revenue and the amounts on deposit in the funds and accounts established by this Resolution. The TIF Bond shall not in any event be a debt of the City or Agency (except to the extent of the TIF Revenue), the State, nor any of its political subdivisions, and neither the City or Agency (except to the extent of the TIF Revenue), the State nor any of its political subdivisions is liable in respect thereof, nor in any event shall the principal of and interest on the TIF Bond be payable from any source other than the TIF Revenue and other money pledged under this Resolution. The TIF Bond does not constitute a debt within the meaning of any constitutional, statutory, or charter limitation upon the creation of general obligation indebtedness of the City or Agency and does not impose any general liability upon the City or Agency. Neither any official of the City or Agency nor any person executing the TIF Bond shall be liable personally on the TIF Bond by reason of its issuance. The validity of the TIF Bond is not and shall not be dependent upon the completion of the TIF Project or upon the performance of any obligation relative to the TIF Project.

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

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

Section 3.2. Authorization of Occupation Tax Revenue Bond. Pursuant to and in full compliance with the Redevelopment Law and this Resolution, and for the purpose of providing funds to pay (a) the cost of constructing, reconstructing, improving, extending, rehabilitating, installing, equipping, furnishing, and completing the Enhanced Employment Act Project, and (b) the costs of issuing the Occupation Tax Revenue Bond, the Agency shall issue the Occupation Tax Revenue Bond in a principal amount not to exceed One Million Eight Hundred Sixteen Thousand Six Hundred Fifty Dollars (\$1,816,650). The Occupation Tax Revenue Bond shall be designated as "Community Development Agency of the City of Scottsbluff, Nebraska, Monument Mall Redevelopment Project Occupation Tax Revenue Bond, Series 2015B," shall be dated the Date of Original Issue, shall mature, subject to right of prior redemption, not later than December 1, 2035, as determined by the City Manager, and shall bear interest (computed on the basis of a 360-day year consisting of twelve, 30-day months) at an annual rate not to exceed 6.50%. The Occupation Tax Revenue Bond shall be issued as a single bond as further described in **Section 3.3**. The City Manager may establish an amortization schedule for the payment of principal of and interest on the Occupation Tax Revenue Bond; provided, however, that any Occupation Tax Revenue Bond issued pursuant to this Resolution shall only be due and payable to the extent Occupation Tax Revenues are available therefor in accordance with the terms of this Resolution.

The Occupation Tax Revenue Bond, together with the interest thereon, is a special, limited obligation of the Agency payable solely from the Occupation Tax Revenue and the amounts on deposit in the funds and accounts established by this Resolution. The Occupation Tax Revenue Bond shall not in any event be a debt of the City or Agency (except to the extent of the Occupation Tax Revenue), the State, nor any of its political subdivisions, and neither the City or the Agency (except to the extent of the Occupation Tax Revenue), the State nor any of its political subdivisions is liable in respect thereof, nor in any event shall the principal of and interest on the Occupation Tax Revenue Bond be payable from any source other than the Occupation Tax Revenue and other money pledged under this Resolution. The Occupation Tax Revenue Bond does not constitute a debt within the meaning of any constitutional, statutory, or charter limitation upon the creation of general obligation indebtedness of the City or Agency and does not impose any general liability upon the City or Agency. Neither any official of the City or the Agency nor any person executing the Occupation Tax Revenue Bond shall be liable personally on the Occupation Tax Revenue Bond by reason of its issuance. The validity of the Occupation Tax Revenue Bond is not and shall not be dependent upon the completion of the Enhanced Employment Act Project or upon the performance of any obligation relative to the Enhanced Employment Act Project.

The Occupation Tax Revenue and the amounts on deposit in the specified funds and accounts established by this Resolution are hereby pledged and assigned for the payment of the Occupation Tax Revenue Bonds, and shall be used for no other purpose than to pay the principal of and interest on the

Occupation Tax Revenue Bond, except as may be otherwise expressly authorized in this Resolution. The Occupation Tax Revenue Bond shall not constitute a debt of the City or the Agency within the meaning of any constitutional, statutory, or charter limitation upon the creation of general obligation indebtedness of the City or the Agency, and neither the City nor the Agency shall be liable for the payment thereof out of any money of the City or Agency other than the Occupation Tax Revenues and the other funds referred to herein.

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

Section 3.3. Details of Bonds; Authority of City Manager.

(a) Each Bond shall be dated the Date of Original Issue for the respective Bond and shall be issued to the respective purchaser thereof, as Owner, in installments.

(b) Proceeds of each Bond may be advanced and disbursed in the manner set forth below:

(1) There shall be submitted to the Agency a disbursement request in a form acceptable to the Agency (the “**Disbursement Request**”), executed by the City’s Clerk and an authorized representative of the Redeveloper, (A) certifying that a portion of the TIF Project or the Enhanced Employment Act Project have been substantially completed and (B) certifying the actual costs incurred by the Redeveloper in the completion of such portion of the TIF Project or the Enhanced Employment Act Project.

(2) The Agency shall determine whether the costs requested for reimbursement under the Disbursement Request are currently reimbursable under the Redevelopment Contract and the Redevelopment Law, and if so whether such costs are properly paid or reimbursed from proceeds of the TIF Bond or the Occupation Tax Revenue Bond (taking into account particularly the provisions of the Redevelopment Contract). Upon determination thereof, the Agency shall evidence such allocation in writing and inform the Owner of the appropriate Bond of any amounts allocated to such Bond.

(3) Upon notification from the Agency as described in **Section 3.3(b)(2)**, deposits to the accounts in the Project Fund (as defined below) corresponding to the applicable Bond may be made from time to time from funds received by the Agency from the Owner of the respective Bond in the amounts necessary to pay amounts requested in properly completed, signed and approved written Disbursement Requests as described herein. Such amounts shall be proceeds of the appropriate Bond and the Agency shall inform the Registrar in writing of the date and amount of such deposits. The Registrar shall keep and maintain a record of the amounts deposited into the respective accounts of the Project Fund from the appropriate Bond proceeds pursuant to the terms of this Resolution as “Principal Amount Advanced” and shall enter the aggregate principal amount then Outstanding as the “Cumulative Outstanding Principal Amount” on its records maintained for the Bonds. The aggregate amount deposited into the TIF Bond Fund in the Project Fund from proceeds of the TIF Bond shall not exceed \$578,130 and the aggregate amount deposited into the Occupation Tax Bond Fund in the Project Fund from the proceeds of the Occupation Tax Revenue Bond shall not exceed \$1,816,650.

The Agency shall have no obligation to pay any Disbursement Request unless such request has been properly approved as described above, and proceeds of the applicable series of Bonds have been deposited by the respective Owners of the Bonds into the proper accounts of the Project Fund.

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

(c) Each Bond shall be dated the Date of Original Issue, which shall be the initial date of a deposit of the proceeds of such Bond in the respective account of the Project Fund.

(d) As of the Date of Original Issue of any Bond, there shall be delivered to the Registrar the following:

(1) A signed investor's letter in a form acceptable to the Agency and bond counsel;
and

(2) Such additional certificates and other documents as the Agency or bond counsel may require.

(e) Interest on the Cumulative Outstanding Principal Amount of each Bond from the respective Date of Original Issue of each Bond or the most recent Interest Payment Date to which interest has been paid or duly provided for on each Bond, is payable on each Interest Payment Date until the principal of the Bonds has been paid, whether at maturity or upon earlier redemption; provided, however, if any interest on any Bond is in default, such Bond shall bear interest from the date to which interest has been paid.

(f) Both the principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for the payment of public and private debts. Payments of interest on the Bonds due prior to maturity or earlier redemption and payment of any principal upon redemption prior to maturity shall be made by check mailed by the Registrar on each Interest Payment Date to each Owner, at such Owner's address as it appears on the books of registry maintained by the Registrar on the Record Date. The principal of the Bonds and the interest thereon due at maturity or upon earlier redemption shall be payable upon presentation and surrender of the Bonds to the Registrar.

(g) In the event that payments of interest due on any Bond on an Interest Payment Date are not timely made, such interest shall cease to be payable to the Owner thereof as of the Record Date for such Interest Payment Date and shall be payable to the Owner as of a special record date for payment of defaulted interest to be designated by the Registrar whenever money for the purpose of paying such defaulted interest becomes available.

(h) The Bonds shall be executed by the manual signatures of the Chair and the Secretary of the Agency. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if s/he had remained in office until such delivery, and each Bond may be signed by such persons as at the actual time of the execution of such Bond shall be the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

(i) The City Manager is hereby authorized to hereafter, from time to time, specify, set, designate, determine, establish and appoint, as the case may be, and in each case in accordance with and

subject to the provisions of this Resolution, (1) the Date of Original Issue, (2) the principal amount of each Bond in accordance with **Section 3.3(a)** and the dates and amounts of each principal payment (whether by maturity or redemption) with respect to the Bonds, (3) the maturity date of each Bond, which shall be not later than (A) December 15, 2030 with respect to the TIF Bonds, and (B) December 15, 2034 with respect to the Occupation Tax Revenue Bond, (4) the Interest Payment Dates for each Bond, and (5) any other term of the Bonds not otherwise specifically fixed by the provisions of this Resolution.

(j) Any Bond issued upon transfer or exchange of any other Bond shall be dated as of the Interest Payment Date next preceding the date of registration thereof in the offices of the Registrar, unless such date of registration shall be an Interest Payment Date, in which case it shall be dated as of such date of registration; provided, however, that if, as shown by the records of the Registrar, interest on such Bond shall be in default, the Bond in lieu of the Bond surrendered for transfer or exchange may be dated as of the date to which interest has been paid in full on the Bond surrendered; and provided further, that if the date of registration shall be prior to the first Interest Payment Date, the Bond shall be dated of its Date of Original Issue.

(k) When any portion of any Bond shall have been duly called for redemption and payment thereof duly made or provided for, interest thereon shall cease on the principal amount of such Bond so redeemed from and after the date of redemption thereof.

(l) The Bonds shall be issued to the respective Owners thereof as shall be mutually agreed between the Redeveloper and the City Manager for a price equal to 100% of the principal amount thereof. At all times the principal amount of the Bonds shall be limited to the lesser of (i) the stated face amount of the Bond, or (ii) the sum of all TIF Project Costs for the TIF Bond or all Enhanced Employment Act Project Costs for the Occupation Tax Revenue Bond, as the case may be, incurred by the Redeveloper as provided in the Redevelopment Contract. No Bond shall be delivered to any Owner unless the Agency shall have received from the Owner thereof such documents as may be required by the City Manager to demonstrate compliance with all applicable laws, including without limitation compliance with this Resolution. The Agency may impose such restrictions on the transfer of any Bond as may be required to ensure compliance with all requirements relating to any such transfer.

Section 3.4. Form of Bonds Generally. The Bonds shall be issued in fully registered form without coupons. The Bonds shall be in substantially the form set forth in **Article VIII**, with such appropriate variations, omissions and insertions as are permitted or required by this Resolution and with such additional changes as the City Manager may deem necessary or appropriate. The Bonds may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law with respect thereto.

Section 3.5. Appointment of Registrar. The Registrar is hereby appointed the registrar and paying agent for the Bonds. The Registrar shall specify its acceptance of the duties, obligations and trusts imposed upon it by the provisions of this Resolution by a written instrument deposited with the Agency prior to the Date of Original Issue of the initial Bond. The Agency reserves the right to remove the Registrar upon 30 days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar shall deliver all cash and the Bonds in its possession to the successor Registrar and shall deliver the bond register to the successor Registrar. The Registrar shall have only such duties and obligations as are expressly stated in this Resolution and no other duties or obligations shall be required of the Registrar.

Section 3.6. Exchange of Bonds. Any Bond, upon surrender thereof at the principal office of the Registrar, together with an assignment duly executed by the Owner or its attorney or legal representative in

such form as shall be satisfactory to the Registrar, may, at the option of the Owner thereof, be exchanged for another Bond in a principal amount equal to the principal amount of the Bond surrendered or exchanged, of the same series and maturity and bearing interest at the same rate. The Agency shall make provision for the exchange of the Bonds at the principal office of the Registrar.

Section 3.7. Initial Purchaser; Acknowledgments, Negotiability, Registration and Transfer of Bonds. The Registrar shall keep books for the registration and registration of transfer of the Bonds as provided in this Resolution. The initial purchaser of the Bonds shall provide evidence acceptable to the Agency that such initial purchaser is either a) a body politic and corporate and a political subdivision of the State of Nebraska, or b) a financial institution or other “accredited investor” as defined in Rule 501 of Regulation D of the United States Securities Exchange Commission and Section 8-1111(8) of the Securities Act of Nebraska.

The transfer of the Bonds may be registered only upon the books kept for the registration and registration of transfer of the Bonds upon (a) surrender thereof to the Registrar, together with an assignment duly executed by the Owner or its attorney or legal representative in such form as shall be satisfactory to the Registrar and (b) evidence acceptable to the Agency that the assignee is either a) a body politic and corporate and a political subdivision of the State of Nebraska, or b) a financial institution or other “accredited investor” as defined in Rule 501 of Regulation D of the United States Securities Exchange Commission and Section 8-1111(8) of the Securities Act of Nebraska. Prior to any transfer and assignment, the Owner will obtain and provide to the Agency, an investor’s letter in form and substance satisfactory to the Agency evidencing compliance with the provisions of all federal and state securities laws, and will deposit with the Agency an amount to cover all reasonable costs incurred by the Agency, including legal fees, of accomplishing such transfer. A transfer of the Bond may be prohibited by the Agency if (1) a default then exists under the Redevelopment Contract, or (2) in the judgment of the City Manager, the amount of projected Revenue available to pay Debt Service on the Bond Outstanding will be insufficient at any time in the future for payment of such Debt Service. Upon any such registration of transfer the Agency shall execute and deliver in exchange for such Bond a new Bond, registered in the name of the transferee, in a principal amount equal to the principal amount of the Bond surrendered or exchanged, of the same series and maturity and bearing interest at the same rate.

In all cases in which any Bond shall be exchanged or a transfer of a Bond shall be registered hereunder, the Agency shall execute at the earliest practicable time execute and deliver a Bond in accordance with the provisions of this Resolution. The Bond surrendered in any such exchange or registration of transfer shall forthwith be canceled by the Registrar. Neither the Agency nor the Registrar shall make a charge for the first such exchange or registration of transfer of any Bond by any Owner. The Agency or the Registrar, or both, may make a charge for shipping, printing and out-of-pocket costs for every subsequent exchange or registration of transfer of such Bond sufficient to reimburse it or them for any and all costs required to be paid with respect to such exchange or registration of transfer. Neither the Agency nor the Registrar shall be required to make any such exchange or registration of transfer of any Bond during the period between a Record Date and the corresponding Interest Payment Date.

Any Owner, including but not limited to, the initial purchaser of the Bonds shall acknowledge the following:

a) that the principal amount and debt service on the Bonds has been scheduled based upon estimates and assumptions provided by the Redeveloper (which may be optimistic or “best case” estimates or assumptions of the Redeveloper not in any respect verified or evaluated by the Agency), and that such estimates and assumptions may vary materially;

b) that occupation tax revenues and/or tax increment revenues may be altered or eliminated entirely based upon future decisions of taxing authorities, the Nebraska Legislature or the voters of the State of Nebraska or by future court decisions;

(c) that the sales within the development may or may not be sufficient to generate occupation tax revenues sufficient to pay debt service on the Occupation Tax Revenue Bond, and that there is no additional security or obligation supporting the Occupation Tax Bond;

(d) that the lands within the Redevelopment Project Area may or may not be developed in a manner sufficient to generate incremental tax revenues sufficient to pay debt service on the TIF Bond, and that there is no additional security or obligation supporting the TIF Bond;

(e) that such Owner understands that the purchase price of the Bonds is in the form of an offset against the grant to the Redeveloper as provided in the Redevelopment Contract and that such offset is at the request of the Redeveloper; and

(f) that in the event of certain events of default by the Redeveloper, under the Redevelopment Contract, the principal amount of the Bond shall be offset and reduced by the amount of any grant by the authority to the Redeveloper of the proceeds of the Bond.

Section 3.8. Ownership of Bonds. As to any Bond, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of and interest on such Bond and the interest on any such Bond shall be made only to or upon the order of the Owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

Section 3.9. Disposition and Destruction of Bonds. The Bonds, upon surrender to the Registrar for final payment, whether at maturity or upon earlier redemption, shall be canceled upon such payment by the Registrar and, upon written request of the City Manager, be destroyed.

Section 3.10. Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond becomes mutilated or is lost, stolen or destroyed, the Agency shall execute and deliver a new Bond of like date and tenor as the Bond mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Agency. In the case of any lost, stolen or destroyed Bond, there first shall be furnished to the Agency evidence of such loss, theft or destruction satisfactory to the Agency, together with indemnity to the Agency satisfactory to the Agency. If any such Bond has matured, is about to mature or has been called for redemption, instead of delivering a substitute Bond, the Agency may pay the same without surrender thereof. Upon the issuance of any substitute Bond, the Agency may require the payment of an amount by the Owner sufficient to reimburse the Agency for any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection therewith.

Section 3.11. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due and payable as therein and herein provided, whether at the stated maturity thereof or call for optional or mandatory redemption or otherwise, if funds sufficient to pay such Bond have been made available to the Registrar all liability of the Agency to the 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 Registrar to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on their part under this Resolution or on, or with respect to, said Bond. If any Bond is not

presented for payment within five years following the date when such Bond becomes due, the Registrar shall repay to the Agency 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 Agency, and the Registered Owner thereof shall be entitled to look only to the Agency for payment, and then only to the extent of the amount so repaid to it by the Registrar, and the Agency shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

ARTICLE IV

REDEMPTION OF BONDS

Section 4.1. Redemption of Bonds.

(a) The TIF Bond is subject to redemption at the option of the Agency prior to the maturity thereof at any time as a whole or in part from time to time in such principal amount as the Agency shall determine, at a redemption price equal to 100% of the principal amount then being redeemed plus accrued interest thereon to the date fixed for redemption, but only from the TIF Revenues. The TIF Bond may not be redeemed from the proceeds of any other debt obligation of the Agency.

If the TIF Bond is not redeemed prior to maturity, and at the maturity date there are insufficient funds in the TIF Bond Fund to fully redeem the TIF Bond, any remaining moneys in the TIF Bond Fund shall be paid out to the Owner, and the TIF Bond shall be considered fully redeemed and paid in full, and neither the City nor the Agency shall have any further obligation to make any payment of principal or interest on the TIF Bond.

(b) The Occupation Tax Revenue Bond is subject to redemption at the option of the Agency prior to the maturity thereof at any time as a whole or in part from time to time in such principal amount as the Agency shall determine, at a redemption price equal to 100% of the principal amount then being redeemed plus accrued interest thereon to the date fixed for redemption, but only from the Occupation Tax Revenue. The Occupation Tax Revenue Bond may not be redeemed from the proceeds of any other debt obligation of the Agency.

If the Occupation Tax Revenue Bond is not redeemed prior to maturity, and at the maturity date there are insufficient funds in the Occupation Tax Bond Fund to fully redeem the Occupation Tax Revenue Bond, any remaining moneys in the Occupation Tax Bond Fund shall be paid out to the Owner, and the Occupation Tax Revenue Bond shall be considered fully redeemed and paid in full, and neither the City nor the Agency shall have any further obligation to make any payment of principal or interest on the Occupation Tax Revenue Bond.

Section 4.2. Redemption Procedures. The City Manager is hereby authorized, without further action of the Council, to call all or any portion of the principal of the Bond for payment and redemption prior to maturity on such date as the City Manager shall determine, and shall deposit sufficient funds in the Debt Service Account from the Surplus Account to pay the principal being redeemed plus the accrued interest thereon to the date fixed for redemption. The City Manager may effect partial redemptions of any Bond without notice to the Owner and without presentation and surrender of such Bond, but total redemption of any Bond may only be effected with notice to the Owner and upon presentation and surrender of such Bond to the Registrar. Notice of a total redemption of any Bond shall be sent by the Registrar by first-class mail not less than five days prior to the date fixed for redemption to the Owner's address appearing on the books of registry maintained by the Registrar and indicate (a) the title and designation of

the Bond, (b) the redemption date, and (c) a recitation that the entire principal balance of such Bond plus all accrued interest thereon is being called for redemption on the applicable redemption date.

Section 4.3. Determination of Outstanding Principal Amount of Bonds. Notwithstanding the amount indicated on the face of any Bond, the principal amount of such Bond actually Outstanding from time to time shall be determined and maintained by the Registrar. The Registrar shall make a notation in the books of registry maintained for each Bond indicating the original principal advance of such Bond as determined in accordance with **Section 3.3** and make such additional notations as are required to reflect any additional principal advances or redemptions of such Bond from time to time, including on the Table of Cumulative Outstanding Principal Amount attached to each Bond if it is presented to the Registrar for that purpose. Any Owner may examine the books of registry maintained by the Registrar upon request, and the Registrar shall grant such request as soon as reasonably practicable. Any failure of the Registrar to record a principal advance or a redemption on the Table of Cumulative Outstanding Principal Amount shall not affect the Cumulative Outstanding Principal Amount shown on the records of the Registrar.

ARTICLE V

EFFECTIVE DATE OF PROJECT; PLEDGE OF TIF REVENUE; PLEDGE OF OCCUPATION TAX REVENUE

Section 5.1. Effective Date of Project. For purposes of Section 18-2147, Reissue Revised Statutes of Nebraska, as amended, the effective date of the Project shall be determined in the manner provided in the Redevelopment Plan and as set forth in the Redevelopment Contract. The City Manager is hereby directed to notify the Assessor of the effective date of the Project on the form prescribed by the Property Tax City Manager.

Section 5.2. Collection of TIF Revenue; Pledge of TIF Revenue. As provided for in the Redevelopment Plan and the Redevelopment Contract, and pursuant to the provisions of the Redevelopment Law, for the period contemplated thereby, the TIF Tax Revenue collected in the Redevelopment Project Area shall be allocated to and, when collected, paid into the TIF Bond Fund in the Special Fund along with any Project Revenue collected under the terms of this Resolution to pay the principal of and interest on the TIF Bond. When the TIF Bond, including interest and all other indebtedness and costs of construction incurred by the Agency in connection with the TIF Project have been paid in accordance with this Resolution, the Redevelopment Plan and the Redevelopment Contract, the TIF Revenue shall be applied as provided for in the Redevelopment Law.

The TIF Revenue is hereby allocated and pledged in its entirety to the payment of the principal of and interest on the TIF Bond and to the payment of the TIF Project, until the principal of and interest on the TIF Bond has been paid (or until money for that purpose has been irrevocably set aside), and the TIF Revenue shall be applied solely to the payment of the principal of and interest on the TIF Bond. Such allocation and pledge is and shall be for the sole and exclusive benefit of the Owner of the TIF Bond and shall be irrevocable.

Section 5.3. Potential Insufficiency of TIF Revenue. The Agency makes no representations, covenants, or warranties to the Owner of the TIF Bond that the TIF Revenue will be sufficient to pay the principal of and interest on the TIF Bond. Payment of the principal of and interest on the TIF Bond is limited solely and exclusively to the TIF Revenue pledged under the terms of this Resolution, and is not payable from any other source whatsoever.

Section 5.4. Collection of Occupation Tax Revenue; Pledge of Occupation Tax Revenue. As provided for in the Redevelopment Plan and the Redevelopment Contract, and pursuant to the provisions of the Redevelopment Law, for the period contemplated thereby, the Occupation Tax Revenue collected in the Enhanced Employment Act Area shall be allocated to and, when collected, paid into the Occupation Tax Bond Fund in the Special Fund along with any other amount for the purpose of paying the principal of and interest on the Occupation Tax Revenue Bond. When the Occupation Tax Revenue Bond, including interest and all other indebtedness and costs incurred by the Agency in connection with the Enhanced Employment Act Project have been paid in accordance with this Resolution, the Redevelopment Plan and the Redevelopment Contract, the Occupation Tax Revenue shall be applied as provided for in the Redevelopment Law and the Occupation Tax Ordinance.

The Occupation Tax Revenue is hereby allocated and pledged in its entirety to the payment of the principal of and interest on the Occupation Tax Revenue Bond and to the payment of the Enhanced Employment Act Project, until the principal of and interest on the Occupation Tax Revenue Bond has been paid (or until money for that purpose has been irrevocably set aside), and the Occupation Tax Revenue shall be applied solely to the payment of the principal of and interest on the Occupation Tax Revenue Bond and all costs incurred by the Agency in connection with the Enhanced Employment Act Project as provided herein. Such allocation and pledge is and shall be for the sole and exclusive benefit of the Owner of the Occupation Tax Revenue Bond and shall be irrevocable.

Section 5.5. Potential Insufficiency of Occupation Tax Revenue. The Agency makes no representations, covenants, or warranties to the Owner of the Occupation Tax Revenue Bond that the Occupation tax Revenue will be sufficient to pay the principal of and interest on the Occupation Tax Revenue Bond. Payment of the principal of and interest on the Occupation Tax Revenue Bond is limited solely and exclusively to the Occupation Tax Revenue pledged under the terms of this Resolution, and is not payable from any other source whatsoever.

ARTICLE VI

CREATION OF FUNDS AND ACCOUNTS; PAYMENTS THEREFROM

Section 6.1. Creation of Funds and Account. There is hereby created and established by the Agency the following funds and accounts which funds shall be held by the City Manager of the City separate and apart from all other funds and moneys of the City or Agency under his control:

(a) a special trust fund called the “Scottsbluff Monument Mall Redevelopment Project Bond Fund” (the “**Special Fund**”), which shall contain a TIF Bond Fund (the “**TIF Bond Fund**”) and an Occupation Tax Bond Fund (“the **Occupation Tax Bond Fund**”), which Accounts shall contain both a Debt Service Subaccount Account and a Surplus Subaccount for each of the TIF Bond and the Occupation Tax Revenue Bond, respectively and which shall be created as special trust accounts; and

(b) a special trust fund called the “Monument Mall Redevelopment Project Fund” (the “**Project Fund**”) which shall contain a Project Account for each of the TIF Bond (the “**TIF Project Fund**”) and the Occupation Tax Revenue Bond (the “**Occupation Tax Project Fund**”) and which shall be created as special trust accounts.

So long as any Bond, or any interest thereon, remains unpaid, the money in the foregoing funds and accounts shall be used for no purpose other than those required or permitted by this Resolution, any

ordinance supplemental to or amendatory of this Resolution, the Redevelopment Law and the Redevelopment Contract.

Section 6.2. Special Fund. After all Administrative Costs have been paid, all of the remaining TIF Revenue shall be deposited into the TIF Bond Fund in the Special Fund and all of the remaining Occupation Tax Revenue shall be deposited into the Occupation Tax Bond Fund in the Special Fund. All amount accumulated in each Account in the Special Fund shall be used and credited in the following order of priority:

(a) **Debt Service Subaccount.** Credits shall be made into the Debt Service Subaccounts on the Business Day prior to each Interest Payment Date so that the balance in each respective Debt Service Subaccount on an Interest Payment Date shall be equal to the amount of Debt Service due on the corresponding Bond on such Interest Payment Date. Money in each Debt Service Subaccount shall be used solely for the payment of Debt Service on the corresponding Bond as the same becomes due.

(b) **Surplus Subaccount.** After the credits required by **Section 6.2(a)** have been made, the remaining balances in each account in the Special Fund shall be deposited into the corresponding Surplus Subaccount and used and applied by the Agency to (1) redeem principal of the corresponding Bond, or (2) pay costs allowed by the Redevelopment Contract and the Redevelopment Law.

Section 6.3. Project Fund. The Trustee shall disburse moneys on deposit in each account in the Project Fund from time to time to pay or as reimbursement for payment made for the qualified TIF Project Costs or the qualified Enhanced Employment Act Project Costs in each case within **5** Business Days after completion of the steps set forth in **Section 3.3(b)**. If a sufficient amount to pay a properly completed disbursement request is not in the appropriate account of the Project Fund at the time of the receipt by the Trustee of such request, the Trustee shall notify the Owner of the applicable Bond and such Owner may deposit an amount sufficient to pay such request with the City Manager for deposit in the applicable account in the Project Fund. Moneys in the TIF Project Fund shall only be used for qualified TIF Project Costs and moneys in the Occupation Tax Project Fund shall only be used for qualified Enhanced Employment Act Project Costs.

ARTICLE VII

COVENANTS OF THE AGENCY

So long as the Bonds are outstanding and unpaid, the Agency will (through its proper officers, agents or employees) faithfully perform and abide by all of the covenants, undertakings and provisions contained in this Resolution or in the Bonds, including the following covenants and agreements for the benefit of the Owners which are necessary, convenient and desirable to secure the Bonds and will tend to make them more marketable; provided, however, that such covenants do not require the Agency to expend any money other than the Revenue nor violate the provisions of State law with respect to tax revenue allocation.

Section 7.1. No Priority. The Agency covenants and agrees that it will not issue any obligations the principal of or interest on which is payable from the TIF Revenue or the Occupation Tax Revenue which have, or purport to have, any lien upon the TIF Revenue or the Occupation Tax Revenue prior or superior to or in parity with the lien of the TIF Bond or the Occupation Tax Revenue Bond, respectively, and the interest thereon; provided, however, that nothing in this Resolution shall prevent the Agency from issuing and selling bonds or other obligations which have, or purport to have, any lien upon the Revenue which is junior to the Bonds and the Debt Service thereon, or from issuing and selling bonds or other obligations

which are payable in whole or in part from sources other than the TIF Revenue or the Occupation Tax Revenue.

Section 7.2. To Pay Principal of and Premium and Interest on Bonds. The Agency will duly and punctually pay or cause to be paid solely from the TIF Revenue or the Occupation Tax Revenue the principal of and interest on the TIF Bond or the Occupation Tax Revenue Bond, respectively, on the dates and at the places and in the manner provided in the TIF Bond or the Occupation Tax Revenue Bond, respectively, according to the true intent and meaning thereof and hereof, and will faithfully do and perform and fully observe and keep any and all covenants, undertakings, stipulations and provisions contained in the Bonds and in this Resolution.

Section 7.3. Books of Account; Financial Statements. The Agency covenants and agrees that it will at all times keep, or cause to be kept, proper and current books of account (separate from all other records and accounts) in which complete and accurate entries shall be made of all transactions relating to the Project, the TIF Revenue, the Occupation Tax Revenue, and other funds relating to the Project. Within 180 days after the close of each Fiscal Year, the Agency shall cause such books of account to be audited by an independent certified public accountant, which audit may be part of the annual audit of the accounts of the Agency. The audit report shall show in reasonable detail the income and expenses for such Fiscal Year relating to the Project, including the transactions relating to the Special Fund, and a copy of the audit report shall be made available to the Owner upon written request. Each such audit report shall state therein that the auditor has examined and is familiar with the provisions of this Resolution relating to the matters set forth above, and that as to such matters the Agency is in compliance therewith or, if not in compliance therewith, the details of such failure to comply and the action to be taken by the Agency to be in compliance therewith.

Section 7.4. Eminent Domain Proceeds. The Agency covenants and agrees that should all or any part of the Project be taken by eminent domain or other proceedings authorized by law for any public or other use under which the property will be exempt from ad valorem taxation, the net proceeds realized by the Agency therefrom shall constitute Project Revenue and shall be deposited into the TIF Bond Fund in the Special Fund and used for the purposes and in the manner described in **Section 6.2**.

Section 7.5. Protection of Security. The Agency is duly authorized under all applicable laws to create and issue the Bonds and to adopt this Resolution and to pledge the TIF Revenue and the Occupation Tax Revenue in the manner and to the extent provided in this Resolution. The TIF Revenue and the Occupation Tax Revenue so pledged is and will be free and clear of any pledge, lien, charge, security interest or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge created by this Resolution, except as otherwise expressly provided herein, and all corporate action on the part of the Agency to that end has been duly and validly taken. The Bonds are and will be a valid obligations of the Agency in accordance with its terms and the terms of this Resolution. The Agency shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of and security interest granted with respect to the TIF Revenue and the Occupation Tax Revenue pledged under this Resolution and all the rights of the Owners under this Resolution against all claims and demands of all persons whomsoever.

ARTICLE VIII

FORM OF BONDS

Section 8.1. Form of Bonds. The Bonds shall be in substantially the following form:

(FORM OF TIF INDEBTEDNESS BOND)

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

THIS BOND MAY BE TRANSFERRED ONLY IN THE MANNER AND ON THE TERMS AND CONDITIONS AND SUBJECT TO THE RESTRICTIONS STATED IN RESOLUTION NO. 2015-06-___ OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF SCOTTSBLUFF, NEBRASKA.

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

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

**TAX INCREMENT DEVELOPMENT REVENUE BOND
(SCOTTSBLUFF MONUMENT MALL PROJECT), SERIES 2015A**

No. R-1		Up to \$578,130.00
<u>Date of Original Issue</u>	<u>Date of Maturity</u>	<u>Rate of Interest</u>
	December 31, 2030	6.5%

REGISTERED OWNER:

PRINCIPAL AMOUNT: SEE SCHEDULE 1 ATTACHED HERETO

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

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

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

[S E A L]

By: _____ (manual signature)
Chairman

By: _____ (manual signature)
Secretary

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

This Bond is issued by the Agency under the authority of and in full compliance with the Constitution and statutes of the State of Nebraska, including particularly Article VIII, Section 12 of the Nebraska Constitution, Sections 18-2101 to 18-2153, inclusive, Reissue Revised Statutes of Nebraska, as amended, and under and pursuant to Resolution No. 2015-06-__ duly passed and adopted by the Agency on June 1, 2015, as from time to time amended and supplemented (the “Resolution”).

THE PRINCIPAL AMOUNT OF THIS BOND IS SET FORTH IN SCHEDULE 1 ATTACHED HERETO. THE MAXIMUM PRINCIPAL AMOUNT OF THIS BOND IS \$578,130.

IN THE EVENT OF CERTAIN EVENTS OF DEFAULT BY THE REDEVELOPER (AS DEFINED IN THE RESOLUTION), UNDER SECTION 7.02 OF THE REDEVELOPMENT CONTRACT (AS DEFINED IN THE RESOLUTION), THE PRINCIPAL AMOUNT OF THIS BOND SHALL BE OFFSET AND REDUCED BY THE AMOUNT OF ANY GRANT BY THE AUTHORITY TO THE REDEVELOPER OF PROCEEDS OF THIS BOND, AS PROVIDED IN THE REDEVELOPMENT CONTRACT.

This Bond is a special limited obligation of the Agency payable as to principal and interest solely from and is secured solely by the TIF Revenues (as defined in the Resolution) and certain other money, funds and securities pledged under the Resolution, all on the terms and conditions set forth in the Resolution. The TIF Revenues represents that portion of ad valorem taxes levied by public bodies of the

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

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

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

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

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

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

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

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

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

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

[The remainder of this page intentionally left blank]

(FORM OF ASSIGNMENT)

ASSIGNMENT

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

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

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

Dated: _____

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

Signature Guaranteed By:

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

By: _____
Title: _____

[The remainder of this page intentionally left blank]

SCHEDULE 1

TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT

**COMMUNITY DEVELOPMENT AGENCY OF
THE CITY OF SCOTTSBLUFF, NEBRASKA
SCOTTSBLUFF MONUMENT MALL PROJECT
TAX INCREMENT DEVELOPMENT REVENUE BOND, SERIES 2015A**

Date	Principal Amount Advanced	Principal Amount Redeemed	Cumulative Outstanding Principal Amount	Notation Made By

(FORM OF ENHANCED EMPLOYMENT ACT INDEBTEDNESS BOND)

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

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

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

**COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF SCOTTSBLUFF, NEBRASKA
OCCUPATION TAX REVENUE BOND
(SCOTTSBLUFF MONUMENT MALL PROJECT), SERIES 2015B**

No. R-1

Up to \$1,816,650.00

**Date of
Original Issue**

**Date of
Maturity**

**Rate of
Interest**

December 1, 2035

6.5%

REGISTERED OWNER:

PRINCIPAL AMOUNT: SEE SCHEDULE 1 ATTACHED HERETO

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

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

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

[S E A L]

By: _____ (manual signature)
Chairman

By: _____ (manual signature)
Secretary

The **COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF SCOTTSBLUFF, NEBRASKA** (the “Agency”) acknowledges itself indebted to, and for value received hereby promises to pay, but solely from certain specified tax revenues and other funds hereinafter specified, to the Registered Owner named above, or registered assigns, on the Date of Maturity stated above (or earlier as hereinafter referred to), the Principal Amount on Schedule 1 attached hereto upon presentation and surrender hereof at the office of the registrar and paying agent herefor, the Treasurer of the City of Scottsbluff, Nebraska (the “Registrar”), and in like manner to pay interest on the Cumulative Outstanding Principal Amount reflected in **Schedule 1** at the Rate of Interest stated above, calculated on the basis of a 360-day year consisting of twelve, 30-day months, from the Date of Original Issue stated above, or the most recent interest payment date to which interest has been paid or duly provided for, as specified below, to maturity or earlier redemption, payable semiannually on May 1 and November 1 of each year until payment in full of such Principal Amount, beginning May 1, 2016, by check or draft mailed to the Registered Owner hereof as shown on the bond registration books maintained by the Registrar on the 15th day of the month preceding the month in which the applicable interest payment date occurs, at such Owner’s address as it appears on such bond registration books. The principal of this Bond and the interest hereon are payable in any coin or currency which on the respective dates of payment thereof is legal tender for the payment of debts due the United States of America.

This Bond is issued by the Agency under the authority of and in full compliance with the Constitution and statutes of the State of Nebraska, including particularly Article VIII, Section 12 of the Nebraska Constitution, Sections 18-2101 to 18-2153, inclusive, Reissue Revised Statutes of Nebraska, as amended, and under and pursuant to Resolution No. _____ duly passed and adopted by the Agency on June 1, 2015, as from time to time amended and supplemented (the “Resolution”).

THE PRINCIPAL AMOUNT OF THIS BOND IS SET FORTH IN SCHEDULE 1 ATTACHED HERETO. THE MAXIMUM PRINCIPAL AMOUNT OF THIS BOND IS \$1,816,650.

IN THE EVENT OF CERTAIN EVENTS OF DEFAULT BY THE REDEVELOPER (AS DEFINED IN THE RESOLUTION), UNDER SECTION 7.02 OF THE REDEVELOPMENT CONTRACT (AS DEFINED IN THE RESOLUTION), THE PRINCIPAL AMOUNT OF THIS BOND SHALL BE OFFSET AND REDUCED BY THE AMOUNT OF ANY GRANT BY THE AUTHORITY TO THE REDEVELOPER OF PROCEEDS OF THIS BOND, AS PROVIDED IN THE REDEVELOPMENT CONTRACT.

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

generated and collected under the occupation tax authorized by the Bond Resolution and the Occupation Tax Ordinance in accordance with law.

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

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

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

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

This Bond is subject to redemption prior to maturity, at the option of the Agency, in whole or in part at any time at a redemption price equal to 100% of the principal amount being redeemed, plus accrued

interest on such principal amount to the date fixed for redemption. Reference is hereby made to the Resolution for a description of the redemption procedures and the notice requirements pertaining thereto.

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

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

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

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

[The remainder of this page intentionally left blank]

(FORM OF ASSIGNMENT)

ASSIGNMENT

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

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

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

Dated: _____

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

Signature Guaranteed By:

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

By: _____
Title: _____

[The remainder of this page intentionally left blank]

SCHEDULE 1

TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT

**COMMUNITY DEVELOPMENT AGENCY OF
THE CITY OF SCOTTSBLUFF, NEBRASKA
SCOTTSBLUFF MONUMENT MALL PROJECT
OCCUPATION TAX REVENUE BOND, SERIES 2015B**

Date	Principal Amount Advanced	Principal Amount Redeemed	Cumulative Outstanding Principal Amount	Notation Made By

ARTICLE IX

**DEFEASANCE; MONEY HELD FOR PAYMENT OF
DEFEASED BONDS**

Section 9.1. Discharge of Liens and Pledges; Bond No Longer Outstanding Hereunder. The obligations of the Agency under this Resolution, including any resolutions or other proceedings supplemental hereto, and the liens, pledges, charges, trusts, assignments, covenants and agreements of the Agency herein or therein made or provided for, shall be fully discharged and satisfied as to the Bonds or any portion thereof, and the Bonds or any portion thereof shall no longer be deemed to be outstanding hereunder and thereunder,

(a) when any Bond or portion thereof shall have been canceled, or shall have been surrendered for cancellation or is subject to cancellation, or shall have been purchased from money in any of the funds held under this Resolution, or

(b) if any Bond or portion thereof is not canceled or surrendered for cancellation or subject to cancellation or so purchased, when payment of the principal of such Bond or any portion

thereof, plus interest on such principal to the due date thereof (whether such due date be by reason of maturity or upon redemption or prepayment, or otherwise), either (1) shall have been made or caused to be made in accordance with the terms thereof, or (2) shall have been provided by irrevocably depositing with the Registrar for the Bonds, in trust and irrevocably set aside exclusively for such payment money sufficient to make such payment.

Provided that, with respect to any total redemption of any Bond, notice of redemption shall have been duly given or provision satisfactory to the Registrar shall have been made therefor, or waiver of such notice, satisfactory in form, shall have been filed with the Registrar.

At such time as any Bond or portion thereof shall no longer be outstanding hereunder, as provided, such Bond or portion thereof shall cease to draw interest from the due date thereof (whether such due date be by reason of maturity or upon redemption or prepayment or otherwise) and, except for the purposes of any such payment from such money, such Bond or portion thereof shall no longer be secured by or entitled to the benefits of this Resolution.

Anything in this Resolution to the contrary notwithstanding, if money has been deposited or set aside with the Registrar pursuant to this **Section 9.1** for the payment of any Bond and such Bond shall not have in fact been actually paid in full, no amendment to the provisions of this **Section 9.1** shall be valid as to or binding upon the Owner thereof without the consent of such Owner.

Section 9.2. Certain Limitations After Due Date. If sufficient money shall have been deposited in accordance with the terms hereof with the Registrar in trust for the purpose of paying the Bonds or any portion thereof and the accrued interest thereon when the same becomes due, whether at maturity or upon earlier redemption, all liability of the Agency for such payment shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Registrar to hold such money, without liability to the Owners for interest thereon, in trust for the benefit of the Owners, who thereafter shall be restricted exclusively to such money for any claim for such payment of whatsoever nature on his part.

Notwithstanding the provisions of the preceding paragraph of this **Section 9.2**, money held by the Registrar in trust for the payment and discharge of the principal of and accrued interest on any Bond which remain unclaimed for five years after the date on which such payment shall have become due and payable, either because the Bonds shall have reached their maturity date or because the entire principal balance of the Bonds shall have been called for redemption, if such money was held by the Registrar or such paying agent at such date, or for five years after the date of deposit of such money, if deposited with the Registrar after the date when such Bond became due and payable, shall, at the written request of the Agency be repaid by the Registrar to the Agency as the Agency's property and free from the trust created by this Resolution, and the Registrar shall thereupon be released and discharged with respect thereto, and the Owner thereof shall look only to the Agency for the payment thereof.

ARTICLE X

AMENDING AND SUPPLEMENTING OF RESOLUTION

Section 10.1. Amending and Supplementing of Resolution Without Consent of Owners. The Agency may at any time without the consent or concurrence of the Owners of the Bonds adopt a resolution amendatory hereof or supplemental hereto if the provisions of such supplemental resolution do not materially adversely affect the rights of the Owners of the Bonds, for any one or more of the following purposes:

(a) To make any changes or corrections in this Resolution as to which the Agency shall have been advised by counsel that the same are verbal corrections or changes or are required for the purpose of curing or correcting any ambiguity or defective or inconsistent provision or omission or mistake or manifest error contained in this Resolution, or to insert in this Resolution such provisions clarifying matters or questions arising under this Resolution as are necessary or desirable;

(b) To add additional covenants and agreements of the Agency for the purpose of further securing payment of the Bonds;

(c) To surrender any right, power or privilege reserved to or conferred upon the Agency by the terms of this Resolution;

(d) To confirm as further assurance any lien, pledge or charge, or the subjection to any lien, pledge or charge, created or to be created by the provisions of this Resolution; and

(e) To grant to or confer upon the Owner of the Bonds any additional rights, remedies, powers, authority or security that lawfully may be granted to or conferred upon them.

The Agency shall not adopt any supplemental resolution authorized by the foregoing provisions of this **Section 10.1** unless in the opinion of counsel the adoption of such supplemental resolution is permitted by the foregoing provisions of this **Section 10.1** and the provisions of such supplemental resolution do not materially and adversely affect the rights of the Owners of the Bonds.

Section 10.2. Amending and Supplementing of Resolution with Consent of Owners. With the consent of the Owners of not less than a majority in principal amount of the Bonds then outstanding, the Agency from time to time and at any time may adopt a resolution amendatory hereof or supplemental hereto for the purpose of adding any provisions to, or changing in any manner or eliminating any of the provisions of, this Resolution, or modifying or amending the rights and obligations of the Agency under this Resolution, or modifying or amending in any manner the rights of the Owners of the Bonds then outstanding; provided, however, that, without the specific consent of the Owner of each such Bond which would be affected thereby, no supplemental resolution amending or supplementing the provisions hereof shall: (a) change the fixed maturity date for the payment of interest thereon or the terms of the redemption thereof, or reduce the principal amount of any Bond or the rate of interest thereon or the Redemption Price payable upon the redemption or prepayment thereof; (b) reduce the percentage of Bonds, the Owners of which are required to consent to any supplemental resolution amending or supplementing the provisions of this Resolution; (c) give to any Bond or Bonds any preference over any other Bond or Bonds secured hereby; (d) authorize the creation of any pledge of the Revenue and other money and securities pledged hereunder, prior, superior or equal to the pledge of and lien and charge thereon created herein for the payment of the Bonds except to the extent provided in **Articles III** and **V**; or (e) deprive any Owner of the Bonds in any material respect of the security afforded by this Resolution. Nothing in this paragraph contained, however, shall be construed as making necessary the approval of the Owners of the Bonds of the adoption of any supplemental resolution authorized by the provisions of **Section 10.1**.

It shall not be necessary that the consents of the Owners of the Bonds approve the particular form of wording of the proposed amendment or supplement or of the proposed supplemental resolution effecting such amendment or supplement, but it shall be sufficient if such consents approve the substance of the proposed amendment or supplement. After the Owners of the required percentage of Bonds shall have filed their consents to the amending or supplementing hereof pursuant to this Section, the Agency may adopt such supplemental resolution.

Section 10.3. Effectiveness of Supplemental Resolution. Upon the adoption (pursuant to this **Article X** and applicable law) by the Agency of any supplemental resolution amending or supplementing the provisions of this Resolution or upon such later date as may be specified in such supplemental resolution, (a) this Resolution and the Bonds shall be modified and amended in accordance with such supplemental resolution, (b) the respective rights, limitations of rights, obligations, duties and immunities under this Resolution and the Owners of the Bonds shall thereafter be determined, exercised and enforced under this Resolution subject in all respects to such modifications and amendments, and (c) all of the terms and conditions of any such supplemental resolution shall be a part of the terms and conditions of the Bonds and of this Resolution for any and all purposes.

ARTICLE XI

MISCELLANEOUS

Section 11.1. General and Specific Authorizations; Ratification of Prior Actions. Without in any way limiting the power, authority or discretion elsewhere herein granted or delegated, the Agency hereby (a) authorizes and directs the Chair, Vice-Chair, Secretary, City Manager, and all other officers, officials, employees and agents of the City and Agency to carry out or cause to be carried out, and to perform such obligations of the Agency and such other actions as they, or any of them, in consultation with bond counsel, the Owner and its counsel shall consider necessary, advisable, desirable or appropriate in connection with this Resolution, including without limitation the execution and delivery of the Redevelopment Contract by the Chair and Secretary, and all other related documents, instruments, certifications and opinions, and (b) delegates, authorizes and directs the City Manager the right, power and authority to exercise his independent judgment and absolute discretion in (1) determining and finalizing all terms and provisions to be carried by the Bonds not specifically set forth in this Resolution and (2) the taking of all actions and the making of all arrangements necessary, proper, appropriate, advisable or desirable in order to effectuate the issuance, sale and delivery of the Bonds. The execution and delivery by the City Manager or by any such other officers, officials, employees or agents of the City or Agency of any such documents, instruments, certifications and opinions, or the doing by them of any act in connection with any of the matters which are the subject of this Resolution, shall constitute conclusive evidence of the Agency's approval of the terms, provisions and contents thereof and of all changes, modifications, amendments, revisions and alterations made therein and shall conclusively establish their absolute, unconditional and irrevocable authority with respect thereto from the Agency and the authorization, approval and ratification by the Agency of the documents, instruments, certifications and opinions so executed and the actions so taken.

All actions heretofore taken by the City Manager and all other officers, officials, employees and agents of the Agency, including without limitation the expenditure of funds and the selection, appointment and employment of bond counsel and financial advisors and agents, in connection with issuance and sale of the Bonds, together with all other actions taken in connection with any of the matters which are the subject hereof, be and the same is hereby in all respects authorized, adopted, specified, accepted, ratified, approved and confirmed.

Section 11.2. Proceedings Constitute Contract; Enforcement Thereof. The provisions of this Resolution shall constitute a contract between the Agency and the Owners and the provisions thereof shall be enforceable by the Owners by mandamus, accounting, mandatory injunction or any other suit, action or proceeding at law or in equity that is presently or may hereafter be authorized under the laws of the State in any court of competent jurisdiction. Such contract is made under and is to be construed in accordance with the laws of the State.

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

Section 11.3. Benefits of Resolution Limited to the Agency and the Owners. With the exception of rights or benefits herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the Bonds is intended or should be construed to confer upon or give to any person other than the Agency and the Owners of the Bonds any legal or equitable right, remedy or claim under or by reason of or in respect to this Resolution or any covenant, condition, stipulation, promise, agreement or provision herein contained. The Resolution and all of the covenants, conditions, stipulations, promises, agreements and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the Agency and the Owner from time to time of the Bonds as herein and therein provided.

Section 11.4. No Personal Liability. No officer or employee of the City or the Agency shall be individually or personally liable for the payment of the principal of or interest on any Bond. Nothing herein contained shall, however, relieve any such officer or employee from the performance of any duty provided or required by law.

Section 11.5. Effect of Saturdays, Sundays and Legal Holidays. Whenever this Resolution requires any action to be taken on a Saturday, Sunday or legal holiday, such action shall be taken on the first business day occurring thereafter. Whenever in this Resolution the time within which any action is required to be taken or within which any right will lapse or expire shall terminate on a Saturday, Sunday or legal holiday, such time shall continue to run until midnight on the next succeeding business day.

Section 11.6. Partial Invalidity. If any one or more of the covenants or agreements or portions thereof provided in this Resolution on the part of the Agency or the Registrar to be performed should be determined by a court of competent jurisdiction to be contrary to law, then such covenant or covenants, or such agreement or agreements, or such portions thereof, shall be deemed severable from the remaining covenants and agreements or portions thereof provided in this Resolution and the invalidity thereof shall in no way affect the validity of the other provisions of this Resolution or of the Bonds, but the Owner of the Bonds shall retain all the rights and benefits accorded to them hereunder and under any applicable provisions of law.

If any provisions of this Resolution shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid as applied in any particular case in any jurisdiction or jurisdictions or in all 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 circumstance, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.

Section 11.7. Law and Place of Enforcement of this Resolution. The Resolution shall be construed and interpreted in accordance with the laws of the State. All suits and actions arising out of this Resolution shall be instituted in a court of competent jurisdiction in the State except to the extent necessary for enforcement, by any trustee or receiver appointed by or pursuant to the provisions of this Resolution, or remedies under this Resolution.

Section 11.8. Effect of Article and Section Headings and Table of Contents. The headings or titles of the several Articles and Sections hereof, and any table of contents appended hereto or to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation or effect of this Resolution.

Section 11.9. Repeal of Inconsistent Resolution. Any resolution of the Agency, and any part of any resolution, inconsistent with this Resolution is hereby repealed to the extent of such inconsistency.

Section 11.10. Publication and Effectiveness of this Resolution. This Resolution shall be in full force and effect from and after its publication in pamphlet form as provided by law.

[The remainder of this page intentionally left blank.]

DATED: June 1, 2015.

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

ATTEST:

By: _____
Chair

By: _____
Secretary

REDEVELOPMENT CONTRACT
(Scottsbluff Monument Mall Rehabilitation Project)

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

WITNESSETH:

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

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

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

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

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.01 Terms Defined in this Redevelopment Contract.

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

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

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

"City" means the City of Scottsbluff, Nebraska.

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

"Holder(s)" means the registered owner or owners of TIF Indebtedness and/or the owner or owners of Enhanced Employment Act Indebtedness issued by the Agency from time to time outstanding.

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

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

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

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

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

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

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

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

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

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

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

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

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

"Occupation Tax Ordinance" shall mean the City of Scottsbluff Ordinance No. 4159, adopted on May 18, 2015, and related ordinances authorizing the levy, collection and enforcement of the occupation tax imposed pursuant to the Enhanced Employment Act.

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

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

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

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

"Redevelopment Plan" means the Redevelopment Plan (also defined in the recitals hereto) for the Redevelopment Project Area and the Enhanced Employment Act Area related to the TIF Project and Enhanced Employment Act Project, as attached hereto and incorporated herein as Exhibit C, prepared by the Agency and approved by the City pursuant to the Act, as amended from time to time.

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

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

"TIF Indebtedness" means any bonds, notes, loans, and advances of money or other indebtedness, including interest and premium, if any, thereon, incurred by the Agency pursuant to the Resolution and Article III hereof to provide financing for a portion of the TIF Project Costs and secured in whole or in part by TIF Revenues. The TIF Indebtedness as initially issued by the Agency shall consist of the Agency's Tax Increment Development Revenue Bond (Scottsbluff Monument Mall Rehabilitation Project), Series 2015, to be issued in an amount not to

exceed \$578,130.00 in substantially the form set forth on Exhibit D attached hereto and incorporated herein by this reference ("TIF Bond"), and purchased by the Redeveloper as set forth in Section 3.04 of this Redevelopment Contract.

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

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

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

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

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

Section 1.02 Construction and Interpretation.

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

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

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

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

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

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

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

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

ARTICLE II FINDINGS AND REPRESENTATIONS

Section 2.01 Findings and Representations of Agency.

The Agency makes the following findings and representations:

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

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

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

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

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

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

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

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

(f) The Agency has determined that the costs and benefits of the TIF Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the

Agency and have been found to be in the long-term best interest of the community impacted by the TIF Project.

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

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

Section 2.02 Representations of Redeveloper.

The Redeveloper makes the following representations:

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

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

(c) There is no litigation pending or to the best of its knowledge threatened against Redeveloper affecting its ability to carry out the acquisition, construction,

equipping and furnishing of the Master Project or the carrying into effect of this Redevelopment Contract or in any other matter materially affecting the ability to Redeveloper to perform its obligations hereunder.

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

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

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

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

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

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

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

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

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

ARTICLE III

THE PARTIES OBLIGATIONS RELATING TO TAX INCREMENT FINANCING

A. OBLIGATIONS OF THE AGENCY

Section 3.01A Division of Taxes.

In accordance with Section 18-2147 of the Act and the terms of the Resolution, the Agency hereby provides that any ad valorem tax on real property in the Redevelopment Project Area for the benefit of any public body be divided for a period of fifteen years after the effective date of this provision as set forth in this section. The effective date of this provision shall be January 1, 2016. Said taxes shall be divided as follows:

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

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

Section 3.02A Issuance of TIF Indebtedness

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

Prior to January 1, 2016, the Agency shall issue one Tax Increment Revenue Bond, in one taxable series, in a maximum principal amount of Five Hundred Seventy Eight Thousand One Hundred Thirty and no/100 Dollars (\$578,130.00), in substantially the form shown on the attached Exhibit D ("TIF Bond"), for net funds available to be purchased by Redeveloper, or its affiliate ("TIF Bond Purchaser"), in a written form acceptable to Redeveloper's attorney, and receive TIF Bond proceeds from the TIF Bond Purchaser in said amount. At the option of the

TIF Bond Purchaser, the Agency shall make a grant to TIF Bond Purchaser in such amount, and such grant shall offset TIF Bond Purchaser's obligation to purchase the TIF Bond. Subject to the terms of this Agreement and the Resolution, the Agency's Treasurer on behalf of the Agency shall have the Agency determine the timing of issuing the TIF Indebtedness and all the other necessary details of the TIF Indebtedness.

The TIF Bond Purchaser agrees to purchase the TIF Indebtedness at a price equal to the principal amount thereof, in a private placement satisfactory to the Agency as to its terms and participants (including any pledgee thereof). Neither the Agency nor the City shall have any obligation to provide for the sale of the TIF Indebtedness. It is the sole responsibility of the TIF Bond Purchaser to effect the sale of the TIF Indebtedness by purchasing the TIF Indebtedness in accordance with the terms of this Redevelopment Contract and the Resolution.

Section 3.03A Pledge of Revenues.

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

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

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

Section 3.05A Creation of Funds.

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

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

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

B. OBLIGATIONS OF REDEVELOPER

Section 3.01B Construction of TIF Project; Insurance.

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

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

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

(a) There shall be submitted to the Agency (1) a TIF Project Cost Certification; and, (2) a grant disbursement request (the “TIF Disbursement Request”), executed by the City’s Clerk and an authorized representative of the Redeveloper, (i) certifying that a portion of the TIF Project has

been substantially completed and (ii) certifying the actual costs incurred by the Redeveloper in the completion of such portion of the TIF Project.

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

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

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

ARTICLE IV

THE PARTIES OBLIGATIONS RELATING TO OCCUPATION TAX REVENUE BONDS

Section 4.01 Enhanced Employment Act Area.

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

Section 4.02 Occupation Tax.

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

Section 4.03 Issuance of Enhanced Employment Act Indebtedness.

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

Section 4.04 Enhanced Employment Act Tax Revenues.

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

Section 4.05 Grant of Funds.

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

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

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

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

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

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

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

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

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

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

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

Section 4.07 Debt Service for Enhanced Employment Act Indebtedness.

The Agency shall, to the extent allowed by law, and then only to the extent funds are lawfully available from Enhanced Employment Act Tax Revenues, pay the debt service on the

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

Section 4.08 Deficiency in Enhanced Employment Act Tax Revenues.

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

Section 4.09 Duty to Maintain.

During the Enhanced Employment Act Period, Redeveloper, at its cost, subject to reimbursement for Enhanced Employment Act Project Costs from any available Enhanced Employment Act Proceeds as described herein, shall, following construction of the Enhanced Employment Act Project (a) maintain the same in good order and condition and state of repair in accordance with the prevailing standards from time to time for retail developments and improvements of similar size, kind and quality in Scottsbluff, Nebraska, and (b) maintain the related grounds in a safe and sanitary condition including, but not limited to, sweeping and removal of trash, litter and refuse, repair and replacement of paving as reasonably necessary, maintenance of landscaped areas (including replacement and replanting), removal of snow and ice from sidewalks, driveways, parking areas, and private roadways, in order to keep the same free from dilapidation or deterioration and free from conditions which endanger life or property by fire or other causes. In addition, the Redeveloper's duty to maintain the Enhanced Employment Act Project on the Enhanced Employment Act Area during the Enhanced Employment Act Period shall include the following:

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

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

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

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

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

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

vii. Cleaning, maintaining and repairing of all sidewalks.

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

Section 4.10 Failure to Maintain.

In the event the Redeveloper fails to maintain the Redeveloper's Enhanced Employment Act Project as provided in Section 4.09 above, and the Redeveloper fails to cure such breach within thirty (30) days after receiving written notice specifying the manner in which the Redeveloper has breached this Agreement from the Agency, or such longer period if such deficiency cannot reasonably be cured within such thirty (30) day period, then such duty to maintain shall be considered a violation of the City of Scottsbluff Property Maintenance Code, and the City and/or Agency shall have the right to enforce Redeveloper's duty to maintain as provided in the City of Scottsbluff Code, or by any other means provided by law.

Section 4.11 Agreement to Pay Taxes.

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

Section 4.12 City and Agency Not Liable for Deficiency.

Any debt service on the Enhanced Employment Act Indebtedness (including interest) to be paid from Enhanced Employment Act Tax Revenues shall not constitute a general obligation

or debt of the City or Agency. Neither the City nor Agency shall be liable for any deficiency nor shortfall in the anticipated collection of the occupation tax revenue collected in the Enhanced Employment Act Area.

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

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

Section 4.14 Termination.

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

ARTICLE V

FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES

Section 5.01 Financing.

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

ARTICLE VI

RESTRICTIONS AND CONSENT

Section 6.01 Relocation.

Redeveloper, at its cost, shall be responsible to pay any required tenant relocation costs as required by any federal, state or local relocation laws, including but not limited to, the Nebraska Relocation Assistance Act (Neb. Rev. Stat. Section 76-12114 et seq.) (collectively "Relocation

Laws”), in order to implement the Master Project within the Redevelopment Project Area and the Enhanced Employment Act Area.

Section 6.02 Consent.

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

ARTICLE VII

DEFAULT, REMEDIES; INDEMNIFICATION

Section 7.01 General Remedies of Agency and Redeveloper.

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

Section 7.02 Additional Remedies of Agency.

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

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

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

In the event of such failure to perform, breach or default occurs and is not cured in the period herein provided, the parties agree that the damages caused to the Agency would be difficult to determine with certainty and that a reasonable estimation of the amount of damages that could be incurred is the amount of the grant to Redeveloper pursuant to Section 3.04A and 4.05 of this Redevelopment Contract, less any reductions in the principal amount of the TIF Indebtedness and Enhanced Employment Act Indebtedness, plus interest on such amounts as provided herein (the "**Liquidated Damages Amount**"). Upon the occurrence of an event of default, the Liquidated Damages Amount shall be applied as a reduction to the outstanding principal amount of the Bond.

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

The Redeveloper shall be required to purchase and maintain property insurance upon the Master Project to the full insurable value thereof. This insurance shall insure against the perils of fire and extended coverage and shall include 'All Risk' insurance for physical loss or damage. The Redeveloper shall furnish the Agency and the City with a Certificate of Insurance evidencing policies as required above. Such certificates shall state that the insurance companies shall give the Agency prior written notice in the event of cancellation of or material change in any of the policies. In addition, before commencing any work, the Redeveloper shall provide a penal bond in the amount of \$25,000.00 with good and sufficient surety to be approved by the Agency, conditioned that the Redeveloper shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing to any contractor or his or her subcontractors (for each contract entered into by Redeveloper related to TIF Project Costs and Enhanced Employment Act Costs) with labor or materials performed or used in the prosecution of the work provided for in such contract, and will indemnify and save harmless the Agency to the extent of any payments in connection with the carrying out of such contracts which the Agency may be required to make under the law.

Section 7.03 Remedies in the Event of Other Redeveloper Defaults.

In the event the Redeveloper fails to perform any other provisions of this Redevelopment Contract (other than those specific provisions contained in Section 7.02), the Redeveloper shall be in default. In such an instance, the Agency may seek to enforce the terms of this Redevelopment Contract or exercise any other remedies that may be provided in this Redevelopment Contract or by applicable law; provided, however, that any defaults covered by this Section shall not give rise to a right or rescission on termination of this Redevelopment Contract, and shall not be covered by the Liquidated Damages Amount.

Section 7.04 Forced Delay Beyond Party's Control.

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

Section 7.05 Limitations of Liability; Indemnification.

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

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

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

The Redeveloper will indemnify and hold each of the City and Agency and their respective elected officials, directors, officers, appointed officials, agents, employees and members of their governing bodies free and harmless from any loss, claim, damage, demand, tax, penalty, liability, disbursement, expense, excluding litigation expenses, attorneys' fees and expenses, or court costs arising out of any damage or injury, actual or claimed, of whatsoever kind or character, to property (including loss of use thereof) or persons, occurring or allegedly occurring in, on or about that portion of the Master Project owned by the Redeveloper, during the term of this Redevelopment Contract or arising out of any action or inaction of Redeveloper, related to activities of the Redeveloper or its agents during the construction of the public infrastructure or public right of ways in the Master Project. The City and Agency do not waive their governmental immunity by entering into this Agreement and fully retain all immunities and defenses provided by law.

ARTICLE VIII

MISCELLANEOUS

Section 8.01 Notice Recording.

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

Section 8.02 Governing Law.

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

Section 8.03 Assignment or Conveyance.

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

Section 8.04 Binding Effect: Amendment.

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

Section 8.05 Effective Date and Implementation of Redevelopment Contract.

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

Section 8.06 Notices to Parties.

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

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

With Copies to:

RockStep Scottsbluff, LLC
Attention: General Counsel

And

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

And

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

With a Copy to:

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

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

ATTEST:

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF
SCOTTSBLUFF, NEBRASKA

Secretary

By:_____
Chairman

ATTEST:

THE CITY OF
SCOTTSBLUFF, NEBRASKA

Clerk

By:_____
Mayor

ROCKSTEP SCOTTSBLUFF, LLC

By:_____
Manager

[illegible]

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

Notary Public

[illegible]

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

Notary Public

STATE OF _____)
) SS
COUNTY OF _____)

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

Notary Public

EXHIBIT A

DESCRIPTION OF REDEVELOPMENT AREA

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

EXHIBIT B

LEGAL DESCRIPTION OF ENHANCED EMPLOYMENT AREA

A building and portion of parking lot situated in Lot 2, Block 3, Northeast Second Addition Replat No. 2, and part of Lot 3, Block 3, Third Replat of Lots 3 and 4, Block 3, Northeast Second Addition, Replat Number 2, to the City of Scottsbluff, Scotts Bluff County, Nebraska, more particularly described as follows:

Commencing at the Northeast corner of Lot 3, Block 3, as monumented by a 5/8" Rebar, thence southeasterly on the arc of a curve to the left, said curve having a central angle of 01°25'40", a radius of 2451.83, a chord bearing of S33°04'10"E and a chord length of 61.10 feet, thence continuing southeasterly on the arc of said curve, a distance of 61.10 feet, to the point of intersection with the extension of a traffic control paint stripe, said point also being the Point of Beginning, thence bearing S49°55'46"W, on the extension of a traffic control paint stripe, a distance of 362.44 feet, to the point of intersection of a building wall, thence northwesterly on said building wall, bearing N39°51'16"W, a distance of 61.04 feet to the point of intersection with the south line of Lot 2, Block 3, Northeast Second Addition, Replat No. 2, thence northeasterly on said south line and on said building wall, bearing N49°59'29"E, a distance of 5.33 feet, thence bearing N40°02'50"W, on said wall, a distance of 34.27 feet, thence bearing N49°57'10"E, on said wall, a distance of 8.55 feet, thence bearing N40°02'50"W, on said wall, a distance of 45.67 feet, thence bearing N84°14'35"W, on said wall, a distance of 12.26 feet, thence bearing N40°02'50"W, on said wall, a distance of 99.53 feet, thence bearing N49°57'09"E, on said wall, a distance of 15.45 feet, thence bearing N40°05'07"W, on said wall, a distance of 75.45 feet, thence bearing S49°57'10"W, on said wall, a distance of 15.40 feet, thence bearing N40°02'50"W, on said wall, a distance of 116.47 feet, thence bearing S50°00'04"W, on said wall, a distance of 290.94 feet, thence bearing S40°02'00"E, on said wall, a distance of 22.00 feet, thence bearing S49°58'00"W, on said wall, a distance of 16.05 feet, thence bearing S33°45'24"E, on said wall, a distance of 16.70 feet, thence bearing N56°42'07"E, on said wall, a distance of 18.00 feet, thence bearing S40°02'00"E, on said wall, a distance of 314.52 feet, thence bearing S50°00'11"W, on said wall, a distance of 33.10 feet, thence bearing S39°59'49"E, on said wall, a distance of 25.00 feet, to the point of intersection with the south line of Lot 2, Block 3, Northeast Second Addition, Replat No. 2, thence bearing N49°59'29"E, on the south line of Lot 2, Block 3, Northeast Second Addition, Replat No. 2, and on said wall, a distance of 109.66 feet, thence bearing S39°46'32"E, on said wall, a distance of 56.47 feet, thence bearing N64°53'04"E, on said wall, a distance of 24.00 feet, thence bearing S24°36'09"E, on said wall, a distance of 59.77 feet, thence bearing N70°26'42"E, on said wall, a distance of 6.47 feet, thence bearing S24°24'41"E, on said wall, a distance of 61.20 feet, thence bearing N86°07'20"W, on said wall, a distance of 124.13 feet, thence bearing S03°53'57"W, on said wall, a distance of 100.15 feet, thence bearing S86°05'49"E, on said wall, a distance of 119.52 feet, thence bearing N03°36'58"E, on said wall, a distance of 32.18 feet, thence bearing S86°37'10"E, on said wall, a distance of 34.80 feet, thence bearing S39°57'47"E, on said wall, a distance of 186.26 feet, thence bearing S45°25'05"W, on said wall, a distance of 7.37 feet, thence bearing N42°45'59"W, on said wall, a distance of 12.72 feet, thence bearing S50°03'55"W, on said wall, a distance of 28.21 feet, thence bearing N83°58'48"W, on said wall, a distance of 13.00 feet, thence bearing

S05°58'56"W, on said wall, a distance of 34.66 feet, thence bearing N84°10'56"W, on said wall, a distance of 36.68 feet, thence bearing S06°07'24"W, on said wall, a distance of 71.72 feet, thence bearing N87°02'46"W, on said wall, a distance of 0.66 feet, thence bearing S07°18'33"W, on said wall, a distance of 1.94 feet, thence bearing N87°07'45"W, on said wall, a distance of 0.63 feet, thence bearing S06°00'22"W, on said wall, a distance of 48.77 feet, thence bearing S83°55'29"E, on said wall, a distance of 183.20 feet, thence bearing N06°16'34"E, on said wall, a distance of 122.24 feet, thence bearing N83°25'46"W, on said wall, a distance of 22.49 feet, thence bearing N06°34'14"E, on said wall, a distance of 20.79 feet, thence bearing S54°49'21"E, on said wall, a distance of 180.23 feet, thence bearing S48°29'41"W, on said wall, a distance of 16.70 feet, thence bearing S39°36'21"E, on said wall, a distance of 55.97 feet, thence bearing S50°47'47"W, on said wall, a distance of 5.79 feet, thence bearing S39°46'34"E, on said wall, a distance of 27.46 feet, thence bearing N50°39'07"E, on said wall, a distance of 6.01 feet, thence bearing S40°05'51"E, on said wall, a distance of 91.46 feet, thence bearing N50°07'05"E, on said wall, a distance of 17.23 feet, thence bearing S39°52'55"E, on said wall, a distance of 24.99 feet, thence bearing N49°54'13"E, on said wall, a distance of 17.36 feet, thence bearing S39°56'08"E, on said wall, a distance of 24.51 feet, thence bearing N49°54'13"E, on said wall, a distance of 17.29 feet, thence bearing S40°05'47"E, on said wall, a distance of 24.50 feet, thence bearing N49°56'41"E, on said wall, a distance of 198.37 feet, thence bearing N40°12'47"W, on said wall, a distance of 32.62 feet, thence bearing N49°48'05"E, on said wall, a distance of 6.20 feet, thence bearing N40°13'55"W, on said wall, a distance of 34.34 feet, thence bearing S49°48'05"W, on said wall, a distance of 5.91 feet, thence bearing N40°06'39"W, on said wall, a distance of 89.44 feet, thence bearing N49°48'05"E, on said wall, a distance of 6.16 feet, thence bearing N40°03'36"W, on said wall, a distance of 45.46 feet, thence bearing S49°48'05"W, on said wall, a distance of 6.17 feet, thence bearing N39°47'25"W, on said wall, a distance of 67.00 feet, thence bearing S49°49'20"W, on said wall, a distance of 35.52 feet, thence bearing N54°49'24"W, on said wall, a distance of 77.60 feet, thence bearing N34°48'40"E, on said wall, a distance of 14.08 feet, thence bearing N55°05'04"W, on said wall, a distance of 65.95 feet, thence bearing S35°04'49"W, on said wall, a distance of 13.83 feet, thence bearing N40°03'06"W, on said wall, a distance of 39.05 feet, to the point of intersection with the extension of a line being 200.00 feet south of and parallel with a raised concrete island, thence northeasterly on the extension of a line being 200.00 feet south of and parallel with a raised concrete island, bearing N50°07'11"E, a distance of 353.94 feet, to the point of intersection with a non-tangent curve to the right, said curve having a central angle of 05°52'03", a radius of 2451.83 feet, a chord bearing of N40°56'42"W and a chord length of 250.97 feet, thence northwesterly on the arc of said curve, a distance of 251.08 feet, to the point of intersection with the southeast corner of Lot 4, as monumented by a 5/8" Rebar, thence continuing northwesterly on the same curve, said segment having a central angle of 3°58'25", a radius of 2451.83 feet, a chord bearing of N36°01'28"W and a chord length of 170.00 feet, thence northwesterly on the arc of said curve, a distance of 170.04 feet, to the point of intersection with the northeast corner of Lot 4, as monumented by a 3/4" Rebar, thence continuing northwesterly on the arc of said curve, whose segment has a central angle of 00°15'16", a radius of 2451.83 feet, a chord bearing of N33°54'38"W and a chord length of 10.89 feet, thence northwesterly on the arc of said curve segment, a distance of 10.89 feet, to the Point of Beginning, containing an area of 11.86 Acres, more or less.

EXHIBIT C
REDEVELOPMENT PLAN

EXHIBIT D

(FORM OF TIF INDEBTEDNESS BOND)

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

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

UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF SCOTTS BLUFF

COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF SCOTTSBLUFF, NEBRASKA

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

No. R-1 \$578,130.00.00

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

REGISTERED OWNER: RockStep Scottsbluff, LLC

PRINCIPAL AMOUNT: SEE SCHEDULE 1 ATTACHED HERETO

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

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

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

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

[S E A L]

By: _____ (manual signature)
Chairman

By: _____ (manual signature)
Secretary

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[The remainder of this page intentionally left blank]

(FORM OF ASSIGNMENT)

ASSIGNMENT

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

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

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

Dated: _____

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

Signature Guaranteed By:

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

By: _____
Title: _____

[The remainder of this page intentionally left blank]

SCHEDULE 1

TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT

**COMMUNITY DEVELOPMENT AGENCY OF
THE CITY OF SCOTTSBLUFF, NEBRASKA
SCOTTSBLUFF MONUMENT MALL REHABILITATION PROJECT
TAX INCREMENT DEVELOPMENT REVENUE BOND, SERIES 201_**

Date	Principal Amount Advanced	Principal Amount Redeemed	Cumulative Outstanding Principal Amount	Notation Made By

EXHIBIT E

(FORM OF ENHANCED EMPLOYMENT ACT INDEBTEDNESS BOND)

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

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

UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF SCOTTS BLUFF

COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF SCOTTSBLUFF, NEBRASKA
OCCUPATION TAX REVENUE BOND
(SCOTTSBLUFF MONUMENT MALL REHABILITATION PROJECT), SERIES 201_

No. R-1

Up to \$1,816,650.00
(subject to reduction as described herein)

Date of
Original Issue

Date of
Maturity

Rate of
Interest

October 1, 2035

6.50%

REGISTERED OWNER: RockStep Scottsbluff, LLC

PRINCIPAL AMOUNT: SEE SCHEDULE 1 ATTACHED HERETO

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

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

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

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

[S E A L]

By: _____ (manual signature)
Chairman

By: _____ (manual signature)
Secretary

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

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

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

ATTACHED HERETO. THE MAXIMUM PRINCIPAL AMOUNT OF THIS BOND IS \$1,816,650.

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

This Bond is a special limited obligation of the Agency payable as to principal and interest solely from and is secured solely by the Enhanced Employment Act Revenues (as defined in the Resolution) and certain other money, funds and securities pledged under the Resolution, all on the terms and conditions set forth in the Resolution. The Enhanced Employment Act Revenue represents the occupation tax revenues generated and collected under the occupation tax authorized by the Bond Resolution and the Occupation Tax Ordinance in accordance with law.

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

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

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

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

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

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

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

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

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

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

[The remainder of this page intentionally left blank]

(FORM OF ASSIGNMENT)

ASSIGNMENT

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

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

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

Dated: _____

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

Signature Guaranteed By:

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

By: _____
Title: _____

[The remainder of this page intentionally left blank]

SCHEDULE 1

TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT

**COMMUNITY DEVELOPMENT AGENCY OF
THE CITY OF SCOTTSBLUFF, NEBRASKA
SCOTTSBLUFF MONUMENT MALL REHABILITATION PROJECT
OCCUPATION TAX REVENUE BOND, SERIES 201_**

Date	Principal Amount Advanced	Principal Amount Redeemed	Cumulative Outstanding Principal Amount	Notation Made By

EXHIBIT F

TIF PROJECT COSTS*

Redevelopment TIF Project Costs

1. Interior Rehabilitation

<u>TOTAL</u>	<u>\$578,130.00</u>
---------------------	----------------------------

*** TIF Project Costs not used in one category may be used in another category, but the total TIF Project Costs shall not exceed the amount of the TIF Indebtedness.**

EXHIBIT G

LIST OF BUSINESS CLASSIFICATIONS

During the Enhanced Employment Act Period, the business within the Enhanced Employment Act Area shall be classified as follows:

1) **General Retail:** apparel, cosmetics, specialty stores, salons, restaurants, services, and related businesses.

2) **Non-Occupation Tax Retail:** users of space, or kinds of transactions where an occupations tax cannot be imposed pursuant to Section 18-2142.02 of the Nebraska Revised Statutes, as amended, which includes, but is not limited to 1) manufacturers or wholesalers of alcoholic liquor; 2) producers, suppliers, distributors, wholesalers, or importers of motor fuel and/or gasoline; 3) stamping agents engaged in distributing or selling cigarettes at wholesale; 4) the first owner of tobacco products in the state of Nebraska; and 5) the gross receipts from the sale, lease, or rental of and the storage use, or other consumption of food or food ingredients except for prepared food and food sold through vending machines.

3) **Other:** businesses that are not either General Retail or Non-Occupation Tax Retail.

EXHIBIT H

TIMELINE

Anticipated completion for the Main Mall Parcel containing approximately 364,904 square feet of retail space is December, 2018 with the additional one Outlot to be developed as the market demands.

EXHIBIT I

ENHANCED EMPLOYMENT ACT PROJECT COSTS*

Enhanced Employment Act Project Costs

1. HVAC replace and repair	250,000
2. Rehabilitate vacant space for tenants (60,747 Sq. ft.)	2,650,000
3. Roof replacement	<u>1,200,000</u>
	\$4,100,000

TOTAL NOT TO EXCEED \$1,816,650.00

*** Enhanced Employment Act Project Costs not used in one category may be used in another category, but the total Enhanced Employment Act Project Costs shall not exceed the amount of the Enhanced Employment Act Indebtedness.**

*** Enhanced Employment Act Project Costs are restricted to eligible and lawful costs and expenses incurred with respect to *only* the Enhanced Employment Act Area and not the greater Redevelopment Project Area.**

City of Scottsbluff, Nebraska

Monday, June 1, 2015

Regular Meeting

Item Pub. Hear.7

City Council to Reconvene.

Staff Contact: Annie Folck, City Planner

City of Scottsbluff, Nebraska

Monday, June 1, 2015

Regular Meeting

Item Public Inp1

Council to receive a presentation from the North Platte Natural Resource District regarding the recreation mapping application.

Minutes: Jeff Sprock from the NPNRD will give the Council a presentation on the app.

Staff Contact: Nathan Johnson, Assistant City Manager

City of Scottsbluff, Nebraska

Monday, June 1, 2015

Regular Meeting

Item Public Inp2

Council to consider a Community Festival Permit for the NEXT Young Professionals at the Broadway Mini Park, parking lot, including street closures, vendors, and noise permit for a Best of the West Beer and Wine Festival on August 15, 2015 from 12:00 p.m. to 9:00 p.m.

Staff Contact: Cindy Dickinson, City Clerk

**COMMUNITY FESTIVAL, BUSINESS PROMOTIONAL EVENT, CARNIVAL
PERMIT**

To be filed with the city Clerk at least 14 days, but no more than one year before proposed event.

4 NEXT Young Professionals

(name of sponsoring organization)

1517 Broadway Suite 104 Scottsbluff NE 308-632-2133

(street) (city) (state) (telephone number)

John Marshall

308-633-9728

(chairperson responsible for event)

(day telephone number)

2.

(name of co-sponsoring organization)

(street)

{city}

(state)

(telephone number)

(contact person)

(day telephone number)

3. Event Information

Best of the West Beer & Wine Festival

(name of event)

August 15, 2015

4pm - 8pm

(date(s) of event)

{time(s) of event}

Broadway Mini-Park (18th & Broadway) downtown Scottsbluff

(location of event)

4. Activity Information

Describe general activities including whether there will be any vendors, music, loudspeakers. Serving or selling of alcoholic beverages*, etc.)

Festival will consist of patrons receive one ounce pours of beer or wine from numerous

beer and wine distributors. One live band will provide background music and loudspeakers

~~will be present for announcements.~~

*If alcoholic beverages will be sold or served, a special permit will be required. The applicant should contact the City Clerk for more information.

5. Street Closure

18th Street and Broadway EAST to the alley between Broadway and 1st Avenue (half block)

(street to the south of Broadway Mini-Park)

Please note any streets to be closed and the times required for closure

6. Flags/Banners/Signs

N/A

7. Carnivals - If event includes a carnival, the next sheet should be completed.

8. Have you provided for a public liability insurance policy naming the City as additional insured? Yes x No _____

Community Festival/Business Promotion

\$200,000 for one person
\$500,000 for any one accident
\$ 50,000 for injuries to property

Street Carnival

\$ 800,000 for one person
\$2,000,000 for any one accident
\$ 200,000 for injuries to property

9. Have you provided either a \$2,500.00 cash deposit or surety bond for clean up. (This will be returned after it is determined that no repairs or clean up is required by City).

Yes x No _____

I (We) agree to abide by all regulations as stated in the Scottsbluff Municipal code regulating this permit.

Dated: 5-11-2015

Signed:

NEXT Young Professionals
(name of sponsoring organization)


(signature of authorized representative of
sponsoring organization)

(name of co-sponsoring organization)

(signature of authorized representative of
co-sponsoring organization)

City of Scottsbluff, Nebraska

Monday, June 1, 2015

Regular Meeting

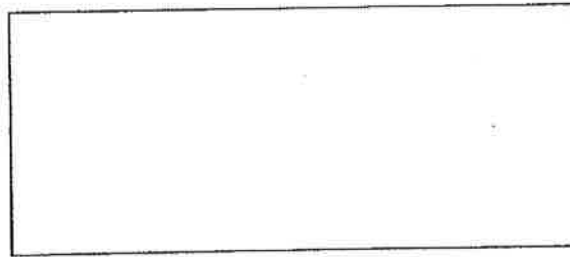
Item Public Inp3

Council to consider a Special Designated Liquor License for the Liquor Cabinet and NEXT Young Professionals to serve wine and beer at a Community Festival event at the Broadway Mini Park on August 15, 2015 from 12:00 p.m. to 9:00 p.m.

Staff Contact: Cindy Dickinson, City Clerk

**APPLICATION FOR SPECIAL
DESIGNATED LICENSE**

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



DO YOU NEED POSTERS? YES ☐ NO ☐

RETAIL LICENSE HOLDERS ☒

NON PROFIT APPLICANTS ☐

Non Profit Status (check one that best applies)

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

COMPLETE ALL QUESTIONS

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

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

DK 5349D

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

NAME: U-23, Inc dba The Liquor Cabinet

ADDRESS: 817 W 27th

CITY Scottsbluff, NE ZIP 69361

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

BUILDING NAME Broadway Min. Park

ADDRESS: 18th + Broadway CITY Scottsbluff, NE

ZIP 69361 COUNTY and COUNTY# Scotts Bluff

a. Is this location within the city/village limits?

YES ☒ NO ☐

b. Is this location within the 150' of church, school, hospital or home
for aged/indigent or for veterans and/or wives?

YES ☐ NO ☒

c. Is this location within 300' of any university or college campus?

YES ☐ NO ☒

FORM 108
REV 5/12
Page 2 of 5

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

Date <u>8-15-2015</u>	Date	Date	Date	Date	Date
Hours From <u>12:00 Noon</u>	Hours From	Hours From	Hours From	Hours From	Hours From
To <u>9:00 PM</u>	To	To	To	To	To

a. Alternate date: N/A

b. Alternate location: N/A
(Alternate date or location must be specified in local approval)

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

☐ Dance ☐ Reception ☐ Fund Raiser ☐ Beer Garden ☒ Sampling/Tasting

☒ Other Fundraiser for the Next Young Professionals

7. Description of area to be licensed

Inside building, dimensions of area to be covered IN FEET 148' x 160'
(not square feet or acres)

*Outdoor area dimensions of area to be covered IN FEET 148' x 160'

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

See attached

If outdoor area, how will premises be enclosed?

☒ Fence; snow fence ☐ chain link ☐ cattle panel ☒ other _____

☒ Tent 24' x 24'

8. How many attendees do you expect at event? 300

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

Next Young Professionals will help at gate and hostess

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

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

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

Wholesaler ☐ Retailer ☒ Both ☐ BYO ☐
(includes wineries) The Liquor Cabinet 817 W 27th Scottsbluff

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

If so, describe activity NA

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

13. Any other information or requests for exemptions: NA

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

Print name of Event Supervisor John Marshall

Signature of Event Supervisor [Signature]

Phone of Event Supervisor: Before 633-9728 During 402-670-1850

Consent of Authorized Representative/Applicant

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

sign
here

Gary L. Kelley
Authorized Representative/Applicant

President
Title

5-14-15
Date

Gary L. Kelley
Print Name

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

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

FORM 108
REV 5/12
Page 4 of 5



Reicherts

Building

Sidewalk
Boundary

148 Ft

108 feet including sidewalk to building

Overhang
w/ picnic
table

18th Street
Port

Foliage

Fence

Front concrete

Telephone poles

Median

52 feet
sidewalk to parking lot

20 ft
alley

Parking Lot

American Family Insurance
Building

44 ft
sidewalk to fence

Sidewalk

96 ft
fence to alley

40 ft
street

18th Street

Sidewalk

160 ft

Postcard house

Perimeter

Panel Needed

MEMORANDUM

TO: Rick Kuckkahn, City Manager
FROM: Kevin Spencer, Chief of Police
CC: Cindy Dickinson, City Clerk
DATE: May 15, 2015
RE: Request for a Special Designated License (SDL) – The Liquor
Cabinet/Fund Raiser for the Next Young Professionals.

In regards to the Liquor Cabinet's SDL, for August 15, 2015 there will be sufficient law enforcement officers on duty to handle regular patrol duties in the city and to respond to the fund raiser in the event of a problem. As always, we would insist that management have adequate staff on hand to closely monitor the event and take steps to ensure minors do not drink.

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



Kevin Spencer
Chief of Police

City of Scottsbluff, Nebraska

Monday, June 1, 2015

Regular Meeting

Item Subdiv.1

Council to consider the Redevelopment Plan for the Elite Health Development including a request for Tax Increment Financing and refer the plan to the Planning Commission.

Staff Contact: Annie Folck, City Planner

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

I. INTRODUCTION.

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

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

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

II. EXISTING SITUATION.

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

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

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

C. Existing Public Improvements.

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

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

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

III. FUTURE SITUATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

POTENTIAL ELIGIBLE PRIVATE IMPROVEMENTS*

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "A"
REDEVELOPMENT AREA



EXHIBIT "A"

LEGAL DESCRIPTION OF REDEVELOPMENT AREA

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

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

THENCE ALONG SAID EXISTING SOUTH RIGHT OF WAY LINE OF 42ND STREET SOUTH 88°13'30" EAST,
A DISTANCE OF 844.66 FEET TO A POINT ON THE EAST RIGHT OF WAY OF AVENUE G;
THENCE ALONG SAID EAST RIGHT OF WAY OF AVENUE G, SOUTH 02°09'33" WEST, A DISTANCE OF 673.92 FEET TO A POINT ON THE EXISTING NORTH RIGHT OF WAY LINE OF 40TH STREET;
THENCE ALONG SAID EXISTING NORTH RIGHT OF WAY LINE OF 40TH STREET, SOUTH 88°19'45" EAST, A DISTANCE OF 568.64 FEET;
THENCE SOUTH 01°40'23" WEST, A DISTANCE OF 177.45 FEET;
THENCE SOUTH 88°19'48" EAST, A DISTANCE OF 110.02 FEET;
THENCE SOUTH 02°05'08" EAST, A DISTANCE OF 389.09 FEET
THENCE NORTH 88°52'32" WEST, A DISTANCE OF 342.69 FEET;
THENCE NORTH 83°57'32" WEST, A DISTANCE OF 117.00 FEET;
THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 318.00 FEET, A CENTRAL ANGLE OF 05°37'57", A DISTANCE OF 31.26 FEET, (A CHORD BEARING NORTH 03°13'30" EAST, A DISTANCE OF 31.25 FEET);
THENCE NORTH 88°26'48" WEST, A DISTANCE OF 180.75 FEET;
THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 159.00 FEET, A CENTRAL ANGLE OF 18°14'20", A DISTANCE OF 50.61 FEET, (A CHORD BEARING NORTH 07°53'39" WEST, A DISTANCE OF 50.40 FEET);
THENCE NORTH 87°18'07" WEST, A DISTANCE OF 56.56 FEET;
THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 134.00 FEET, A CENTRAL ANGLE OF 22°43'32", A DISTANCE OF 53.15 FEET, (A CHORD BEARING SOUTH 81°20'07" WEST, A DISTANCE OF 52.80 FEET);
THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 134.00 FEET, A CENTRAL ANGLE OF 25°23'50", A DISTANCE OF 59.40 FEET, (A CHORD BEARING SOUTH 57°16'26" WEST, A DISTANCE OF 58.91 FEET);
THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 134.00 FEET, A CENTRAL ANGLE OF 22°13'34", A DISTANCE OF 51.98 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 22.45 FEET, (A CHORD BEARING SOUTH 18°10'19" WEST, A DISTANCE OF 22.43 FEET);
THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 154.00 FEET, A CENTRAL ANGLE OF 22°07'48", A DISTANCE OF 59.48 FEET, (A CHORD BEARING SOUTH 02°55'47" WEST, A DISTANCE OF 59.11 FEET);
THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 154.00 FEET, A CENTRAL ANGLE OF 22°08'04", A DISTANCE OF 59.49 FEET, (A CHORD BEARING SOUTH 19°12'08" EAST, A DISTANCE OF 59.12 FEET);
THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 154.00 FEET, A CENTRAL ANGLE OF 20°46'38", A DISTANCE OF 55.85 FEET, (A CHORD BEARING SOUTH 40°39'29" EAST, A DISTANCE OF 55.54 FEET);
THENCE SOUTH 38°14'05" WEST, A DISTANCE OF 195.53 FEET;
THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 349.00 FEET, A CENTRAL ANGLE OF 08°56'40", A DISTANCE OF 54.48 FEET, (A CHORD BEARING SOUTH 56°14'15" EAST, A DISTANCE OF 54.43 FEET);
THENCE SOUTH 29°17'26" WEST, A DISTANCE OF 146.00 FEET;
THENCE SOUTH 18°00'06" WEST, A DISTANCE OF 123.44 FEET;
THENCE SOUTH 18°00'06" WEST, A DISTANCE OF 154.77 FEET;
THENCE NORTH 59°43'24" WEST, A DISTANCE OF 585.67 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF HIGHWAY 71 (AVENUE I);
THENCE CONTINUING ALONG SAID EXISTING EAST RIGHT OF WAY LINE OF HIGHWAY 71 THE FOLLOWING 3 COURSES:
1. NORTH 02°03'38" EAST, A DISTANCE OF 1,028.18 FEET;
2. NORTH 02°03'39" EAST, A DISTANCE OF 262.75 FEET;
3. NORTH 02°37'26" EAST, A DISTANCE OF 475.46 FEET, MORE OR LESS, TO **THE POINT OF BEGINNING**.

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

EXHIBIT "B"
AERIAL PHOTO OF SITE



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

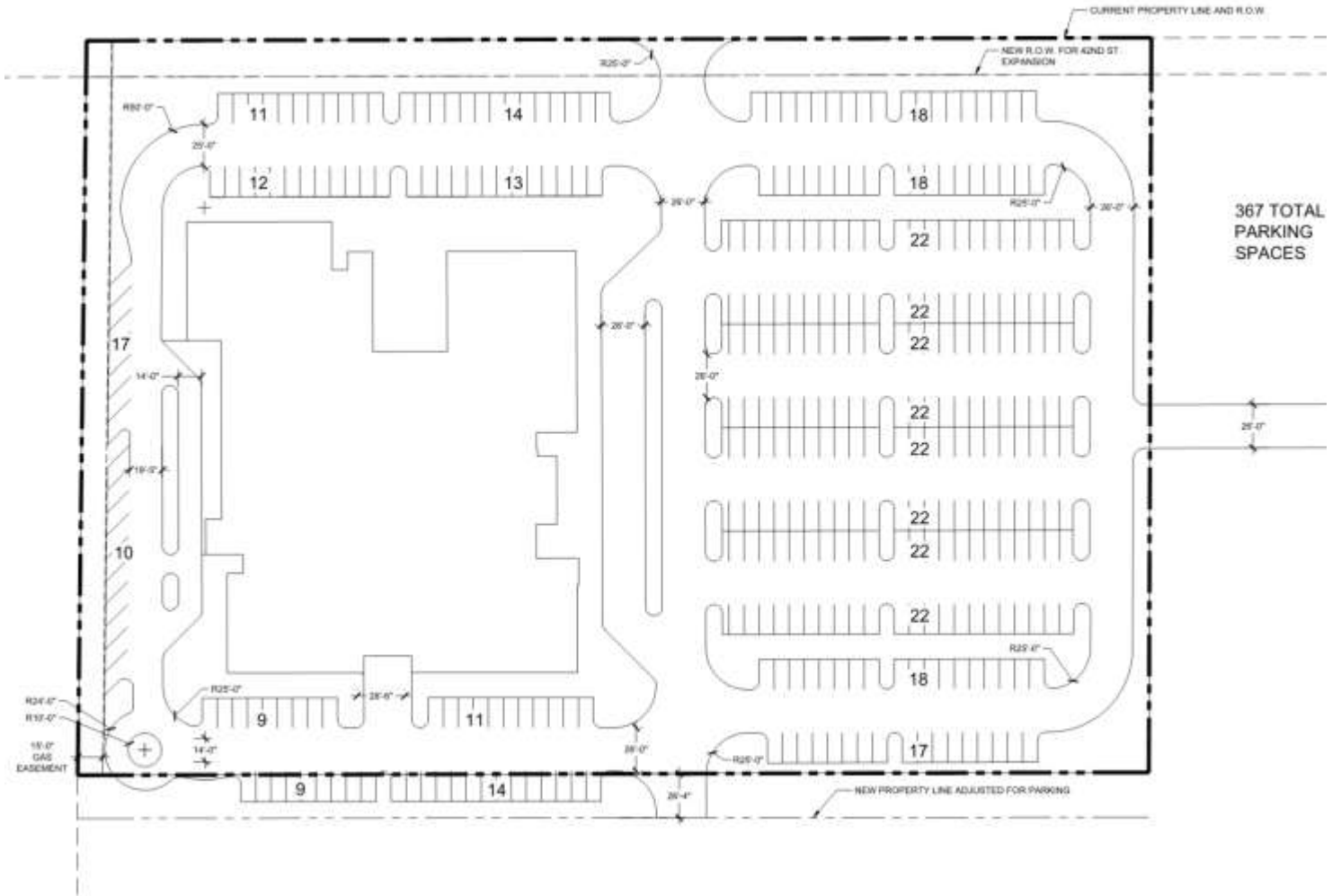


EXHIBIT "E"
STATUTORY COST BENEFIT ANALYSIS
ELITE HEALTH REDEVELOPMENT PROJECT

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

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

Use of Funds.

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

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

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

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

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

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

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

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

City of Scottsbluff, Nebraska

Monday, June 1, 2015

Regular Meeting

Item Reports1

Council to consider approval of approximately \$27,000.00 contingency funds for a new heater at the Westmoor Swimming Pool.

Staff Contact: Perry Mader, Park and Rec Director

Agenda Statement

Item No.

For meeting of: June 1st, 2015

AGENDA TITLE: Council to approve reserve funds for new heater at the Westmoor Swimming Pool.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Parks and Recreation

PRESENTATION BY: City Manager Rick Kuckkahn

SUMMARY EXPLANATION: The Parks and Recreation Department is requesting funds to purchase a new heater for the Westmoor Swimming Pool. There are two heaters at this facility. We just purchased a new heater for the zero depth portion of the pool last month. This is to replace the heater that is to the slides and lazy river.

The last heater we purchased totaled just under \$27,000 installed. This heater might be a little less as it is a smaller unit.

The department was hoping to get through this summer with the old heater, but after being inspected by the plumber and a representative from Associated Pool Builders, it was deemed unsafe and unfixable.

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

City of Scottsbluff, Nebraska

Monday, June 1, 2015

Regular Meeting

Item Reports2

Council to review the FY 2016 Preliminary Budget Numbers.

Staff Contact: Nathan Johnson, Assistant City Manager

Agenda Statement

Item No.

For Meeting of: June 1, 2015

AGENDA TITLE: Review of FY2016 Preliminary Budget Numbers

SUBMITTED BY DEPARTMENT/ORGANIZATION: Administration

PRESENTATION BY: Assistant City Manager, Nathan Johnson

SUMMARY EXPLANATION:

Assumptions used:

- Merit increases plus 1.2% COLA
- \$200,000 to school for Splash
- Took out \$45,000 for estimated indoor Splash wages and took out \$50,000 for estimated payment to school for Indoor Splash
- Operating totals are last year minus insurance budget, plus actual insurance costs
- With possible 25% of budgeted operating expenses as our estimated reserve, that would start reserve amount at \$2,166,808 but then adding on estimated \$300,000 still remaining for Pathway project would put estimated reserve at \$2,468,808
- Estimated operating budget of \$8,675,233 is still more than estimated revenues (\$8,455,302 plus approx. \$50,000 when know what the muni equalization payment will be)

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Report for information only

EXHIBITS

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

Other (specify) Preliminary General Fund Budget Sheet

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

The General Fund is a conglomerate that provides the core, tax-supported activities of the City. The General Fund includes the departments of Administrative Services, Development Services, Fire, Police, Parks/Recreation, Riverside Zoo, Scottsbluff Public Library, and non-departmental expenditures. These activities are grouped in the General Fund because, while they each do generate some revenue, they cannot support the full extent of their operations on the revenues they raise.

The General Fund of a City is often its budgetary focus and is the City fund able to be used for the most flexible and diverse purposes.

The General Fund is supported significantly by sales tax receipts and electric system lease payments (via transfer); other significant funding categories include state-shared, franchise payments, and user fees/charges.

	Actual 9-30-13	Actual 9-30-14	Adopted Budget 9-30-15	Six Month Actual 9-30-15	Estimated Actual 9-30-15	Approved Budget 9-30-16
UNENCUMBERED CASH BALANCE OCT. 1	3,342,101	4,000,892	2,977,808		3,679,899	3,477,365
RECEIPTS	8,947,003	8,574,487	8,336,036	-	8,512,165	8,455,302
REVENUES	12,289,104	12,575,379	11,313,844	-	12,192,064	11,932,667
ADMINISTRATIVE SERVICES DEPT	578,703	598,513	565,777	-	565,777	569,819
DEVELOPMENT SERVICES DEPT	415,259	420,745	519,979	-	519,979	540,868
FIRE DEPARTMENT	1,409,175	1,420,156	1,523,379	-	1,523,379	1,594,102
POLICE DEPARTMENT	3,330,629	3,350,838	3,401,814	-	3,401,814	3,441,440
PARKS AND RECREATION DEPT	1,864,802	2,201,232	1,941,950	-	1,941,950	2,051,818
SCOTTSBLUFF PUBLIC LIBRARY	623,350	631,394	661,800	-	661,800	677,186
CONTINGENCY 58111	52,028	228,050	250,000	-	100,000	250,000
TOTAL EXPENDITURES	8,273,946	8,850,928	8,864,699	-	8,714,699	9,125,233
ACCRUAL ADJUSTMENT	14,266	44,552	-	-	-	-
TOTAL EXPENDITURES AFTER ACCRUAL	8,288,212	8,895,480	8,864,699	-	8,714,699	9,125,233
Assigned fund balance-Pathways Project	99,285	511,068	390,000		400,000	300,000
UNENCUMBERED FUND BALANCE SEP. 30	3,901,607	3,168,831	2,059,145		3,077,365	2,507,434
TOTAL FUND BALANCE	4,000,892	3,679,899	2,449,145		3,477,365	2,807,434
		9-30-12	9-30-13	9-30-14	9-30-15	9-30-16
Full - Time	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Part - Time	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!

City of Scottsbluff, Nebraska

Monday, June 1, 2015

Regular Meeting

Item Reports3

Council to consider approval of the agreement with the Scottsbluff Public School District for the Splash Pool and authorize the Mayor to execute the agreement.

Staff Contact: Nathan Johnson, Assistant City Manager

AGREEMENT

(Splash Arena)

THIS AGREEMENT (“Agreement”) is made and entered into by and between Scottsbluff Public Schools, School District No. 32, Scotts Bluff County, Nebraska (hereinafter called “DISTRICT”); and the City of Scottsbluff, Nebraska, a Municipal Corporation, (hereinafter called “CITY”).

WHEREAS, DISTRICT having entered into a Swimming Pool Agreement, dated June 9, 1975, with CITY, under the terms of which DISTRICT agreed to lease certain space in relation to the “Splash Arena” swimming pool, and further the CITY and DISTRICT agreed to allocations of the costs between the parties in relation to the Splash Arena.

AGREEMENTS:

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

1. The CITY and the DISTRICT now agree that the Swimming Pool Agreement, dated June 9, 1975 shall terminate by its own terms on July 31, 2015. The CITY further agrees to contribute an amount equal to, but not to exceed, \$202,000.00, or one-half of the costs and expenses of a completed locker room/bathroom renovation, whichever is less, to the DISTRICT towards the costs and expenses of the completed locker room/bathroom renovation. Provided, however, the complete renovation, and request for contribution, shall be made prior to June of the fiscal year in which the contribution is requested. This contribution may be in the form of promissory note, but in any

event the payment of the contribution or promissory note shall be conditional upon costs actually expended by the DISTRICT and upon documentation presented to the CITY in the form of receipts or invoices for work completed. The decisions as to whether and/or when to renovate shall be at the discretion of DISTRICT, who shall also determine the specifications of such renovation. However, the CITY'S contribution is conditional and contingent upon the renovation, if completed, being completed no later than June 30, 2020 or the CITY will not be obligated to make any contribution toward the renovation.

2. This Agreement is contingent upon DISTRICT also commencing a renovation project for the indoor pool.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals on this ____ day of _____, 2015.

Scottsbluff Public Schools, School District
No. 32, Scotts Bluff County, Nebraska.
(DISTRICT)

By: _____
Ruth Kozal, President
Board of Education

ATTEST:

Secretary, Board of Education

CITY OF SCOTTSBLUFF, NEBRASKA,
A Municipal Corporation (CITY)

By: _____
Randy Meininger, Mayor

ATTEST:

Cindy Dickinson, City Clerk

City of Scottsbluff, Nebraska

Monday, June 1, 2015

Regular Meeting

Item Reports4

Council to authorize the Mayor to sign the grant application to the Department of Economic Development for the Civic and Community Center Financing Fund for downtown revitalization.

Staff Contact: Annie Folck, City Planner

Agenda Statement

Item No.

For meeting of: June 1, 2015

AGENDA TITLE: Council to authorize mayor to sign CCCFF grant application for Downtown Plaza project

SUBMITTED BY DEPARTMENT/ORGANIZATION: Planning and Zoning

PRESENTATION BY:

SUMMARY EXPLANATION: The Nebraska Department of Economic Development has a Civic and Community Center Financing Fund that awards grants of up to \$600,000 to cities of our size for projects including Community Centers, which they describe as "The traditional center of a community, typically comprised of a cohesive core of residential, civic, religious, and commercial buildings, arranged around a main street and intersecting streets. A community center is therefore an area of multiple buildings with both internal and external elements." This grant is a good fit for our downtown plaza project. The pre-application was approved and we have been invited to complete a full application which is due June 15th, and the announcement of grants awarded will be on or before June 30th.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION:

EXHIBITS				
Resolution <input type="checkbox"/>	Ordinance <input type="checkbox"/>	Contract <input type="checkbox"/>	Minutes <input type="checkbox"/>	Plan/Map <input type="checkbox"/>

Other (specify) ☒ Grant _____

NOTIFICATION LIST: Yes ☐ No ☒ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

**CIVIC AND COMMUNITY CENTER FINANCING FUND
GRANT ASSISTANCE – 2015**

DED USE ONLY

FINAL APPLICATION FORM

Part I.

A	Name of Municipality:	City of Scottsbluff
B	Type of grant requested (check one)	<input type="checkbox"/> planning <input checked="" type="checkbox"/> capital construction
C	Grant amount requested*:	\$600,000
D	Facility is located within Municipality listed in Line A	<input checked="" type="checkbox"/> yes
E	Municipality listed in Line A will own facility	<input checked="" type="checkbox"/> yes
F	Municipality listed in Line A will operate the facility	<input checked="" type="checkbox"/> yes, skip to Line H <input type="checkbox"/> no, include an explanatory statement
G	Entity under contract that will operate the facility:	
H	Existing or preliminary name of facility:	Downtown Plaza
I	Type of facility (check one): <input type="checkbox"/> civic center <input checked="" type="checkbox"/> community center <input type="checkbox"/> historic building <input type="checkbox"/> recreation center	
J	Proposed project has completed technical assistance and/or feasibility studies:	<input type="checkbox"/> yes <input type="checkbox"/> no
K	Web address (if available):	scottsbluff.org

*Must correspond to the appropriate amount based on population size as listed in the table on page 1 of the 2015 Application Guidelines.

☐ **ATTACHMENT ENCLOSED: Parts II-III** (This should be no more than 20 pages. Please review final application scoring criteria and be clear and concise with your project narrative. Supplemental maps, images, or photographs may be included, but limited to 4 additional pages.)

PERSON PREPARING PRELIMINARY APPLICATION:

NAME: Annie Folck

ADDRESS: 2525 Circle Drive
Scottsbluff, NE 69361

PHONE: (308) 630-6244 E-MAIL: afolck@scottsbluff.org

CHIEF ELECTED OFFICER OF MUNICIPALITY APPLYING FOR GRANT:

NAME: Randy Meininger TITLE: Mayor

- ☒ The Facility in question is, or will be, owned and operated by the municipality.
- ☒ The applicant has not received funding assistance from the Sports Arena Facility Financing Assistance Act.
- ☒ The applicant has not been awarded a CCCFF grant within the last 5 grant years.

SIGNATURE: _____ DATE: _____

RETURN COMPLETED FINAL APPLICATION FORM AND NARRATIVE (Parts I-III) TO:

Jenny B. Mason, CCCFF Coordinator
Nebraska Department of Economic Development
P.O. 94666
Lincoln, NE 68509-4666
(402) 471-6280 | jenny.mason@nebraska.gov

APPLICATION DEADLINE: JUNE 15, 2015

Part II. Budget

A grant may be used for the construction of new centers or the renovation or expansion of existing centers. It may not be used for programming, marketing, advertising, and related activities. The grant may be used for site and infrastructure improvements directly related to the construction, renovation, or expansion of a center. It also may be used for the purchase and installation of fixed seating, lighting, carpeting, and other fixtures at a center, but not for temporary and/or portable furniture or equipment. The fund may also be used for preliminary planning related to the development or rehabilitation of eligible projects.

Grant assistance must be matched at least equally from local sources; and at least fifty percent of the local match must be in cash. Neither the local match nor the items listed for grant assistance should include amounts already spent prior to the date of this application for grant assistance. Following these guidelines, please fill in the table below, or provide a one-page attachment, showing the estimated line item costs for the project, broken down by the proposed funding sources (grant and match), plus the total amounts.

ESTIMATED PROJECT EXPENDITURES AND FUNDING SOURCES				
	LINE ITEM*	CCCCF portion	IN-KIND	CASH/OTHER*
A	Off-site improvements			\$80,000.00
B	Site improvements and Foundations	\$450,000.00	\$100,000.00	\$350,000.00
C	Exterior improvements			
D	Doors/Windows and Finishes			
E	Equipment and Furnishing			\$70,000.00
F	Mechanical	\$70,000.00		\$120,000.00
G	Electrical	\$80,000.00		\$80,000.00
H	Other (specify below)			\$200,000.00
TOTALS		\$600,000.00	\$100,000.00	\$900,000.00

*A) Off-site improvements: grading, utilities, parking/sidewalks, etc.; B) Site improvements: excavation, footing/foundation, stonework, joists and girders, framing, etc.; C) Exterior improvements: thermal/moisture protection, roofing, insulation, siding, etc.; D) Doors/windows and finishes: drywall, tile, carpet, paint, etc.; E) Equipment and furnishings: bath/kitchen appliances, cabinets, fixed seating, etc.; F) Mechanical: heating, air conditioning, plumbing, etc.; G) Electrical: lighting, security system, fire detection, etc.; H) Other: all items not otherwise suited to items A-G.

**Include other grant sources here and identify those sources below.

Please provide a description for line items listed under item H: Other (where applicable):

Landscaping and tree planting

Source(s) of other grant funds (where applicable):

The City is currently preparing a grant application to the Peter Kiewit Foundation, and will be continuing to look for other grant opportunities as they become available.

Proportion of cash/in-kind contributions may fluctuate depending on City department workloads. In-kind contributions used as match will not exceed \$300,000.

Part III. Project Narrative

Provide the following information on a maximum of 20 separate (single-sided) sheets of paper behind Parts I and II, submitted materials will be clearly demarcated and in categorical order (A-F). All pages should be numbered at the bottom center.

Please review all items below prior to completing the application narrative. Each categorical criterion shall be reviewed and assigned a score of 0-10 points (60 points maximum).

A. Retention Impact: provide data and/or an explanation of how the proposed project shall retain existing residents.

Funding decisions by the Department shall be based on the likelihood of the project retaining existing residents in the community where the project is located, developing, sustaining, and fostering community connections, and enhancing the potential for economic growth in a manner that will sustain the quality of life and promote long-term economic development;

- *Tips for completing the project application narrative: describe a how the proposed project fulfills a known local need, based on a formal or informal assessment of current conditions.*

B. New Resident Impact: describe the anticipated impact on new residents.

Funding decisions by the Department shall be based on the likelihood of the project attracting new residents to the community where the project is located.

- *Tips: describe the unique and/or specific services or function to be provided as a result of project completion otherwise not available, specifically related to attracting new residents, include what services or functions would become available should the project be completed.*

C. Visitor Impact: describe the anticipated impact on tourism and visitor attraction.

Funding decisions by the Department shall be based on the likelihood of the project enhancing or creating an attraction that would increase the potential of visitors to the community where the project is located from inside and outside the state.

- *Tips: describe the unique and/or specific services or function to be provided as a result of project completion otherwise not available, specifically related to attracting visitors and/or tourists into the area.*

D. Financial Support: describe and provide evidence of local financial support.

Assistance from the fund must include a 100% match (i.e. matched at least equally from local sources). At least fifty percent of the local match must be in cash. Preference shall be given to those projects with a higher level of local matching funds compared to those with a lower level of matching funds. Neither the local match nor the items listed for grant assistance should include amounts already expended prior to the date of application for grant assistance.

- *Tips: describe project viability, leverages, and financial resources, as well as efforts to secure non-CCCFF monies from other state, federal, foundation, business, or individual sources.*

E. Readiness and Local Public Support: describe and provide evidence of local public support.

The applicant's fiscal, economic, and operational capacity to finance and manage the project and ability of the applicant to proceed and implement its plan and operate the civic or community center.

- *Tips: identify who will handle the day-to-day operation and management of the project, project roles, and established or potential partnerships, as well as any volunteer efforts. Include a summary and description of past and future projects and activities carried out at the local level, and identify partnerships and volunteer efforts. Provide a summary or other evidence of public support in the form of public meetings, design charrettes, fundraising campaigns, etc.*

F. Project Planning: describe and provide evidence of planning efforts in support of the project.

Projects with completed technical assistance and feasibility studies at the community- or area-wide level shall be preferred to those with no prior planning.

- *Tips: describe the level of design or conceptualization of the project, who was involved, historical preservation consideration (where appropriate), etc. Including a planning process timetable that would further illustrate the planning process, as well as a timeline for project implementation, including securing matching funds.*
- *Note: when applying for **planning grants**, please provide any information about initial planning, stakeholder and/or public meetings, as well as a summary of comprehensive planning that may have been conducted at the project area or community level. When a comprehensive plan has recommended the proposed project, please provide a hyperlink or electronic copy of the entire comprehensive plan and indicate the specific location(s) of those recommendations.*

Introduction

Downtown Revitalization has been a priority of the City of Scottsbluff since 2009, when the Downtown Revitalization Task Force was established. This task force was awarded a \$30,000 planning grant, which was used to create a Downtown Master Plan. The task force then utilized a \$350,000 implementation grant to enact some of the suggestions of the Downtown Master Plan, primarily focusing on façade improvements. One of the suggestions of the Master Plan that was not implemented at that time was the redevelopment of the Farmer's Market site as a community gathering area. This is the project that will be the focus of the CCCFF grant.

The City of Scottsbluff currently has a "mini-park" and parking lot where the Farmers Market meets on Saturdays. The original Downtown Master Plan suggested improving this area to include public bathrooms and canopies to capitalize on the success of the Farmers Market. A few canopies were built, but the project was much smaller in scope than what had been suggested. A Downtown Streetscape Master Plan completed in 2014 built on this concept, going so far as to suggest closing off 18th Street between Broadway and the alley, increasing the amount of space available for landscaping and to create a multi-functional community gathering space. Following the completion of this plan, the City was urged to pursue the concept by the Downtown Business Improvement District (BID) Board, made up of seven downtown business owners.

As City staff considered the area and how it could be improved to create a downtown gathering area, it came to our attention that the only two buildings that front on 18th Street on that block were for sale. The City decided to purchase those two buildings, which, when combined with the adjacent City-owned parking lot, effectively doubled the size of the downtown gathering area. The properties were purchased on April 7, 2015, and with this addition, the City now has about one acre of space available in the heart of the downtown to build into a plaza (see attached map and site plan).

A. Retention Impact

The location of the gathering space is ideal; it is situated between two downtown cultural resources, the Western Nebraska Arts Center and the Midwest Theater. It is also located adjacent to Broadway, the main street through Downtown. This area has the potential to become a great attraction for the downtown and the community, building on the success of the aforementioned organizations. The Midwest Theater drew over 40,000 people to downtown Scottsbluff in 2014. Creating an outdoor venue with a stage would create an opportunity for more performances, and performances of a different nature, which in turn would attract more people to the downtown. The Midwest Theater and the West Nebraska Arts Center have both looked for opportunities to arrange outdoor events in the past, but have never had a suitable venue in close proximity to their facilities. Both organizations would be

encouraged to utilize this space as much as possible for cultural events that will enhance the quality of life for area residents.

Scottsbluff is also fortunate to have a very successful Farmer's Market that currently meets downtown. Previous downtown studies have found that many residents believe that the Farmer's Market is one of the most valued events in the community. The 18th Street Farmer's Market commonly has twenty or more vendors and has indicated to the City that if their facilities could be improved by the addition of more shade structures, power outlets, seating, and public bathrooms, it would help them to be even more successful.

The NEXT Young Professionals is another local organization that strongly supports the development of the Downtown Plaza (see attached letter of support). NEXT currently hosts an annual Beer and Wine Fest in the mini-park, and would appreciate the enhanced facilities for that event. The organization has also indicated that they are excited about the possibility of a gathering space for events like outdoor movies, concerts, and other special events as well as a space for family friendly activities such as an indoor/outdoor playground and ice skating rink. It is the City's hope that creating such a space will enhance our ability to retain young professionals who desire to live in areas where such entertainment options are available.

B. New Resident Impact

The City of Scottsbluff is currently very fortunate to have numerous job opportunities available for residents. However, many of the employers in the area are struggling to fill certain positions. This is not an issue that is unique to Scottsbluff; as communities compete for workforce and jobs become harder to fill, employees become a commodity. The communities that have extra amenities that enhance a person's quality of life will be the ones that are able to recruit and retain a quality workforce. The proposed Downtown Plaza for the City of Scottsbluff will become an essential part of the community's fabric that attracts an employee and gives them a sense of place. It is essential to create a venue for ongoing activities and social gathering opportunities.

C. Visitor Impact

The Downtown Plaza Project has been very well supported by Scotts Bluff County Visitors Bureau because of its potential to attract visitors to the area (see attached letter of support). According to their director, downtown areas are making a comeback across the country as attractions for visitors. An attractive, vibrant, and active downtown can help create experiences for visitors by enabling them to enjoy concerts, art shows, and other events in a setting that is unique to our area.

The Visitors Bureau is also focusing on attracting younger families and millennials to the area, and it has become apparent in recent years that these demographics are very attracted to areas that have public squares in which to gather. In the Scottsbluff/Gering area, there are very few attractions for visitors in

the evening and early night hours. A well-programmed downtown plaza would offer numerous entertainment opportunities for visitors and residents alike.

The other goal of the Downtown Plaza project is to encourage private investment in the downtown. There are already a few restaurants, coffee shops, specialty stores, and an art gallery in the near vicinity, and the goal of a vibrant and active plaza would be to encourage more restaurants with outdoor dining, specialty retail, and other related attractions. This would help create a critical mass of visitor-oriented establishments, and with enough attractions to keep people in the downtown longer, visitors would be more inclined to come from a greater distance.

D. Financial Support

The City has already invested \$435,376 in purchasing property for this Downtown Plaza. While the City understands that funds already invested cannot be used as a match for the CCCFF grant, it is our belief that the amount already invested in this project helps demonstrate the City's commitment to making this a successful project. The City is also committed to matching the CCCFF grant funds. Additionally, the City is looking into other avenues to allow local residents and companies to contribute to the project. The City is tentatively planning on submitting a grant on July 15th to the Peter Kiewit Foundation. The Foundation will consider funding up to 25% of a project, and will notify grant applicants of their award decisions by September 30th. The City will also continue to look for other grant opportunities as they become available.

E. Readiness and Local Public Support

The project will be overseen by Annie Folck, the City of Scottsbluff Planner. She will be responsible for arranging public meetings, communicating with City Council, meeting with stakeholders such as the Business Improvement District (BID) board, Downtown Scottsbluff Association, Farmers Market, NEXT Young Professionals, Midwest Theater, West Nebraska Arts Center, and others, and working with the engineers on the project design. Dave Schaff, with MC Schaff and Associates, will be the project manager in charge of overseeing design and construction.

Once the project is complete, day-to-day operation will be taken over by Perry Mader, Parks and Recreation Director for the City of Scottsbluff. The plaza will be owned and operated by the City, but is expected to be utilized by several different groups, especially the Midwest Theater and the West Nebraska Arts Center. Both of these entities have expressed their interest in utilizing this space to further their own missions of increasing cultural offerings to area residents. This space will also continue to serve as the venue for the 18th Street Farmers Market, which has been a very successful weekly event in the summer for several years now.

Previous downtown revitalization projects have been very well supported by the community. As part of the Community Development Block Grant (CDBG) that was awarded to the downtown in 2010, there were 45 downtown business and property owners that participated in the grant to renovate their

buildings. Several organizations assisted the Downtown Revitalization Task Force in gathering public feedback, planning, and implementing the CDBG process, including the Downtown Scottsbluff Association, the 18th Street Farmers Market, KNEB Radio, KOTA Television, the Star-Herald newspaper, the Midwest Theater, NEXT Young Professionals, Oregon Trail Community Foundation, Scottsbluff/Gering United Chamber of Commerce, and Twin Cities Development.

The City of Scottsbluff was also selected as a Greener Nebraska Towns (GNT) Initiative Community by the Nebraska Forest Service and Nebraska Statewide Arboretum in 2011. The goal of this initiative was to create more attractive, livable, and viable communities by encouraging sustainable landscaping practices in an urban area, resulting in “greener, cleaner, more sheltered communities.” The community was extremely supportive of this initiative, and as a result several landscaping projects have been installed in the downtown. These projects utilized native and well-adapted plants to create landscape areas that break up the hot, harsh surfaces of parking lots and streets (see before and after photos in attachment). Trees planted as part of this initiative will eventually help cool the downtown, making it a more pleasant environment for visitors. As part of the initiative, volunteers from the Chamber of Commerce Valley Visions Committee, Scottsbluff High School, and the UNL Master Gardeners helped with the installation of these projects. The Oregon Trail Community Foundation and the Business Improvement District also contributed funds to these projects.

Following the success of the GNT Initiative, the City was asked to apply for a 319 grant through the Nebraska Department of Environmental Quality. The City was awarded funds for the removal of impervious surfaces in downtown parking lots to create sustainable landscapes that would capture and infiltrate stormwater. Several trees were planted in these areas, and as these trees mature, other environmental benefits of the project will be realized including: reducing the heat island effect, improving air quality, and reducing noise pollution. As a result of that project, the City has removed more than 8,000 square feet of concrete from downtown parking lots and replaced it with landscaping, which has greatly improved the aesthetics of the downtown. Volunteers with Scottsbluff High School, Community Christian School, the UNL Master Gardeners, and NEXT Young Professionals have helped with those plantings.

Scottsbluff’s Downtown was recently designated by the Nebraska Statewide Arboretum as an affiliated arboretum. Because of this designation, landscaping and tree plantings will be an integral part of the Downtown Plaza project. The City will continue to identify and apply for grants that will support our efforts to create a landscape in the Plaza that will evoke a strong sense of place while serving as an oasis in a harsh urban environment. A strong landscape design utilizing plants native to the area along with a few well-adapted non-natives can help the Plaza to feel truly unique to Western Nebraska and will tie in well with the plantings that have already been installed throughout the downtown. This will also be an excellent opportunity to demonstrate best management practices for urban landscapes. Trees in particular tend to struggle to survive in an urban environment, and it is our hope that by utilizing the best management practices as recommended by the Nebraska Forest Service and Nebraska Statewide Arboretum, we can extend the longevity of their lives.

The City also continues to implement the suggestions of previously prepared master plans, and as part of those efforts will be installing curb extensions to improve the pedestrian network. These curb extensions, also called bump outs, will increase pedestrian and motorist visibility, reduce street crossing distances, increase motorist to motorist visibility, and calm traffic by reducing the perceived width of the street. The bump outs will also provide additional space for landscaping; the Downtown Streetscape Master Plan, completed in 2014, calls for street trees to be programmed within the intersection bump-outs. According to this plan, street trees at intersection nodes will form intermittent gateways to each successive block face, enhancing a sense of progression as one moves along Broadway, which is the defining corridor of the Scottsbluff downtown. The bump outs, complete with landscaping, are scheduled to be completed in the near future.

F. Project Planning

The potential for this project was first described in the Scottsbluff Downtown Master Plan by Urban Development Services, completed in 2011. This plan grew out of the efforts of the Downtown Task Force, an outgrowth of the Chamber of Commerce. This Task Force consisted of volunteers representing various groups including downtown business owners, development specialists, educators, entrepreneurs, city government representatives, rural development organizations, and interested citizens. To identify the needs of the community, the Task Force held a series of one-on-one stakeholder interviews, community meetings, and presentations. They also developed an in-depth online survey that was open to the general public. This survey was linked to the websites of KNEB, the Star-Herald, and KOTA TV, was disseminated through the members of both Scottsbluff Gering United Chamber of Commerce and Twin Cities Development, and was given to students of Western Nebraska Community College.

The 2011 Master Plan noted that the Farmers Market is a huge asset to Downtown Scottsbluff, drawing between 20 and 30 vendors each week. It also noted that many of the participants in their community input process commented that they wish the site was more of an asset to the market and the community. The Master Plan suggested installing a new building that would include public bathrooms and an information kiosk, with a patio area filled with tables and chairs to encourage outdoor dining. It also suggested additional tree planting and canopies to provide shade for events, with decorative gates to help restrict vehicle access on event days. The plan called for permanent poles to be installed onto which canopies could be put up and taken down for events.

After considering the suggestions of the Master Plan, it was determined that putting up and taking down canopies for every event would be difficult operationally, since most events occur outside of the City's normal working hours. Instead, a permanent canopy was constructed, and due to limited funds, none of the other suggestions of the Master Plan were pursued at that time. The canopy that was constructed has been well-utilized by the Farmers Market; in fact, the limited space under the canopy is coveted by vendors. This indicated to the City that there is a need for additional shade structures and tree planting to continue to improve this facility. The City has also continued to receive public input that there is still a need for public bathrooms in the space. While a public bathroom was installed downtown as part of

the original Downtown Revitalization Grant, it is over a block away from the space, and only accommodates one person at a time, so is not ideal for events.

The Master Plan made several additional suggestions about landscaping and improving the pedestrian network. To follow up on these suggestions, the City had a Downtown Streetscape Master Plan completed in 2014. In order to gain input for the Streetscape Master Plan, a public engagement open house followed by a single day design charrette were held at the Midwest Theater in January of 2014. The designers then utilized the information gathered from this public dialog to develop a preliminary Streetscape Master Plan, which was presented to the public for review and comment in February of that year. After addressing the feedback that was received at the February presentation and finalizing the plan, the Streetscape Master Plan was presented to City Council in March 2014. All of the opportunities for public input were well publicized by local media (television, radio, and newspaper), and several follow up news stories described the information presented in the meetings for those unable to attend.

The Streetscape Master Plan included landscape design for curb extensions and block faces, as well as some conceptual ideas for the 18th Street Farmers Market facilities. This plan looked at expanding the scope of the facility to not only accommodate the Farmers Market, but to become a destination location within the urban core of the community. This plan suggested closing off 18th Street between Broadway and the alley in order to create a permanent space that would not have to be blocked off with temporary barricades during an event. This would also allow for more landscaping and permanent fixtures to be incorporated into the area.

Building on the suggestions of both Master Plans, the City has now purchased two properties on 18th Street, allowing for the closure of 18th from Broadway to 1st Avenue. This creates about a one-acre space that will be used to enhance the Farmers Market facilities, with the installation of additional canopies, tree planting, and public bathrooms. A stage will be added to facilitate performance-related events, along with additional seating in the form of benches or raised planter beds. The City will also be considering adding amenities such as fire pits, an indoor/outdoor play space, and a synthetic ice rink to create a family-friendly event space that can be utilized year round. These amenities will be prioritized based on public input, and if necessary, may be added to the project in later phases.

The planning process for the project has been as follows:

December 2009- The Downtown Revitalization Task Force was established as a response to a study that concluded that 72% of the downtown buildings were blighted and substandard, and that 20% of the downtown buildings were vacant.

January-February 2010- Volunteers utilized data from past economic development initiatives, garnered citizen involvement, and leveraged financial support to strategically plan and implement improvements.

March 2010- An in-depth online survey was launched, generating 829 responses which were used to prioritize direction and allocation of resources

June 2010- City of Scottsbluff awarded a \$30,000 planning grant to support the development efforts of the Task Force, followed by a \$350,000 implementation grant (Community Development Block Grant). This funding was utilized to develop the 2011 Downtown Master Plan by Urban Development Services.

May 2011-June 2013- Over \$1,000,000 is invested in the Downtown as a result of the Community Development Block Grant, with over \$900,000 in grant funds and private investment going towards building renovations. During the same time period, several landscaping projects were completed through the Nebraska Forest Service/Nebraska Statewide Arboretum's Greener Nebraska Towns Initiative. As a result of this initiative, over \$80,000 was invested in downtown landscaping.

April 2013 – July 2013- Broadway, the main street through Downtown, is resurfaced from Railway north to 27th Street, a distance of over 13 blocks. Traffic lanes on Broadway are reconfigured from two lanes in each direction to one lane each direction with a center turn lane. During this process the parallel parking was changed to angled parking and traffic lights at four intersections were eliminated to improve traffic flow. The reduction in traffic lanes has served to make the downtown much more pedestrian friendly.

January 2014- Open House and Design Charrette held for the Downtown Streetscape Master Plan

February 2014- Preliminary Downtown Streetscape Master Plan presented to public for review and feedback

March 2014- Finalized Downtown Streetscape Master Plan presented to City Council. Plan includes suggestions to create a dedicated event space on 18th Street.

May 2014- The City's Business Improvement District (BID) Board, comprised of business and property owners in the downtown, makes formal recommendation to Council to continue to research the possibility of closing down a portion of 18th Street for the creation of a downtown plaza.

January 2015- The possibility of purchasing the two properties along 18th Street is presented to the BID board. The board makes a positive recommendation to Council to purchase the properties and continue developing the Downtown Plaza concept.

March 16, 2015- City Council considers and approves the purchase of properties for the creation of Downtown Plaza contingent on Public Hearings to be held on April 6.

April 6, 2015- Public Hearing held at City Council Meeting to consider the purchase of properties for the creation of Downtown Plaza.

April 7, 2015- The City purchases properties for the creation of the Downtown Plaza.

June 2, 2015- Open House held at the Midwest Theater to receive public input on proposed amenities for space.

The tentative implementation process for the project is as follows:

June 30, 2015- Department of Economic Development notifies grant applicants of award decisions

July 15, 2015- Grant submitted to Peter Kiewit Foundation for additional funding

September 30, 2015- Peter Kiewit Foundation notifies grant applicants of award decisions

October 2015- Preliminary Design Presentation to public to gain input on project design and phasing

December 2015- Final Design completed

Spring 2016- Begin construction

Fall 2016- Project completion, or if project is phased, Phase I completion

Spring 2017- If project is phased, begin construction of Phase II

Fall 2017- Phase II completion

Downtown Scottsbluff Plaza: Conceptual Renderings

Renderings Courtesy of Joseph R. Hewgley and Associates, Inc.

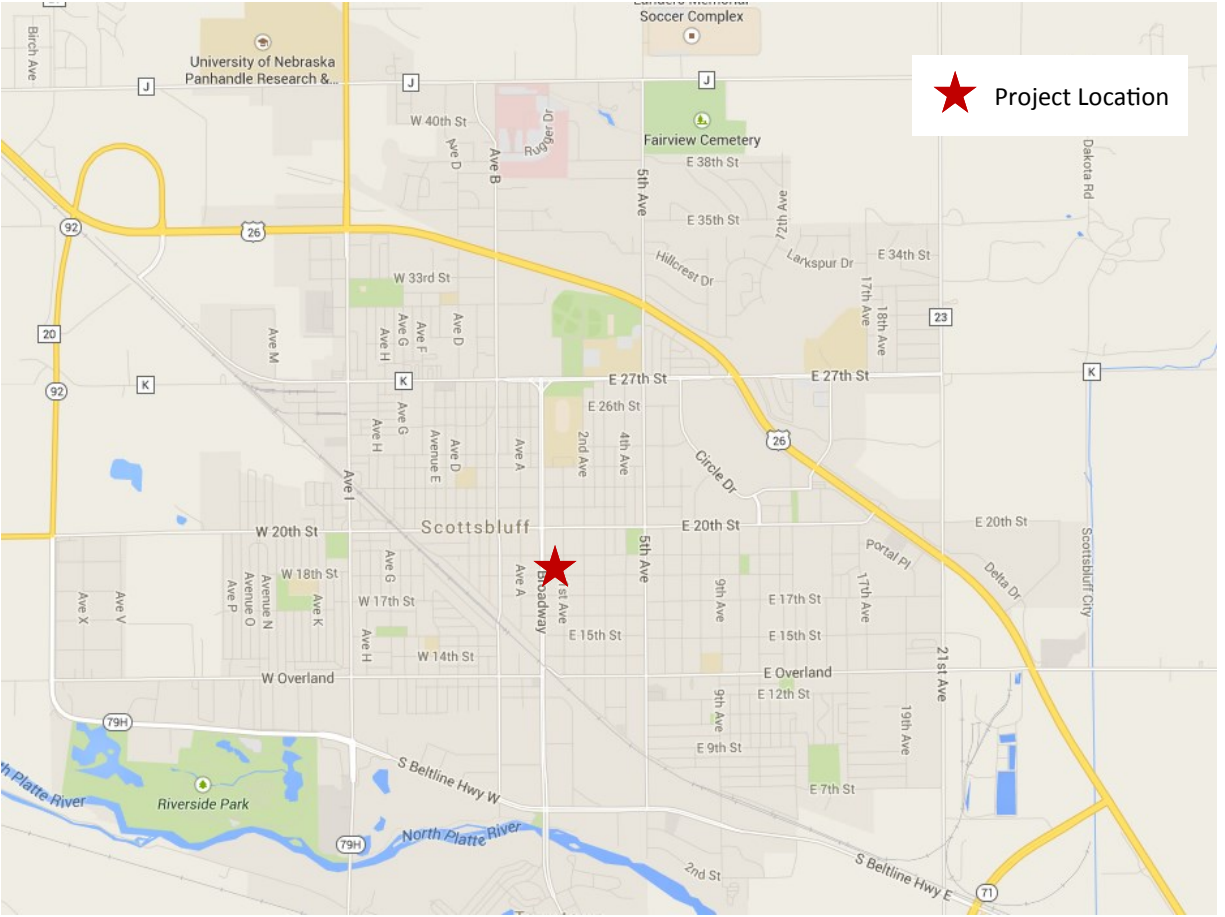


Clockwise from top right:
Indoor/Outdoor playground and fire pits

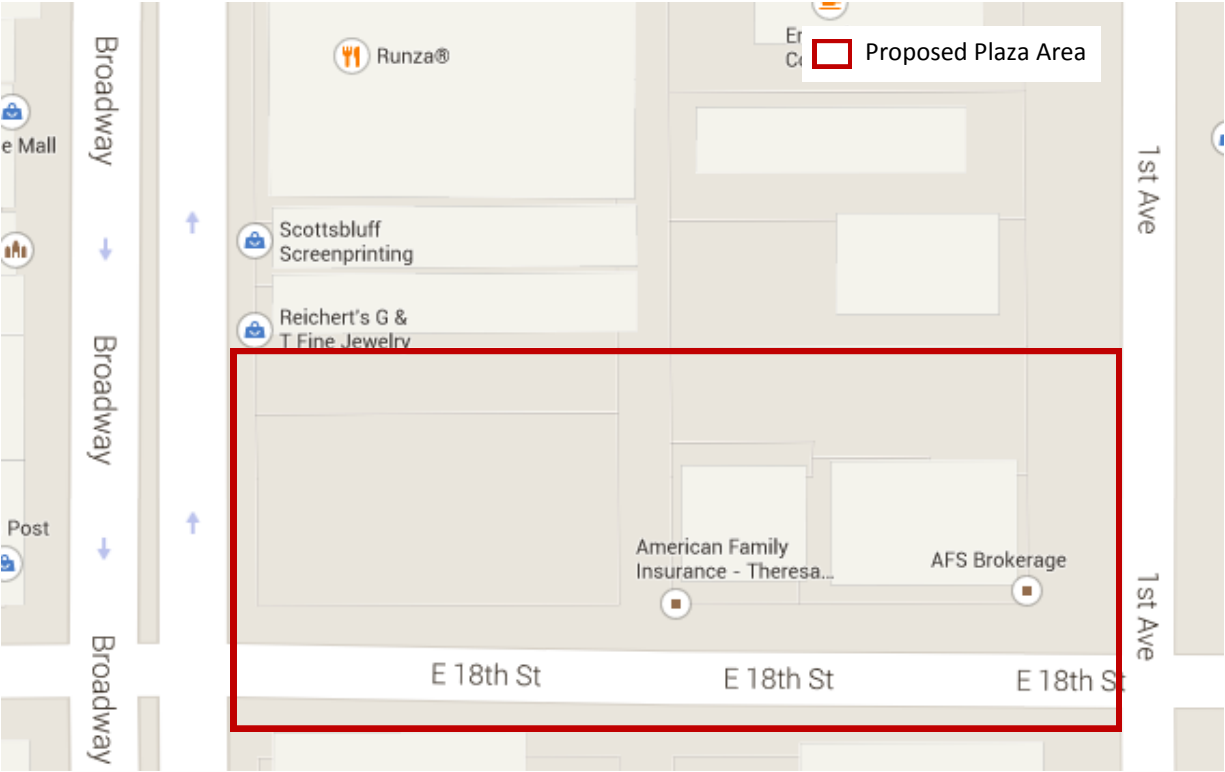
Scenic walkway connecting 1st Avenue to Broadway

Overall site plan including stage, synthetic skating rinks, fire pits, indoor/outdoor playground, public bathrooms, landscaping, and gathering space for community events including the Farmers Market

General Location Map



Site Map



City of Scottsbluff, Nebraska

Monday, June 1, 2015

Regular Meeting

Item Reports5

Council to receive information regarding the Downtown Gardens Arboretum Dedication and Bike Rack unveiling to be held June 5, 2015.

Staff Contact: Annie Folck, City Planner

Agenda Statement

Item No.

For meeting of: June 1, 2015

AGENDA TITLE: Downtown Gardens Arboretum Dedication and Bike Rack Unveiling to be held June 5, 2015

SUBMITTED BY DEPARTMENT/ORGANIZATION: Planning and Zoning

PRESENTATION BY:

SUMMARY EXPLANATION: Scottsbluff's downtown plantings have been designated as an affiliate site of the Nebraska Statewide Arboretum (NSA). On June 5th, representatives from the Arboretum will be here in Scottsbluff for a formal dedication of the Downtown Gardens arboretum. At the same time, NEXT Young Professionals will be unveiling the six artistic bike racks that they are donating to be installed in the downtown. There will be a meet and greet with the NSA representatives at 10:00 at the Emporium with the dedication and bike rack unveiling to follow at 10:30 at the parking lot on the corner of 18th Street and 1st Avenue (across from the Arts Center).

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION:

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

NOTIFICATION LIST: Yes ☐ No ☒ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

City of Scottsbluff, Nebraska

Monday, June 1, 2015

Regular Meeting

Item Reports6

Council to consider the Thomas P. Miller and Associates contract for Economic Development services to the Economic Development Inter-Local partner cities and authorize the Mayor to execute the contract.

Staff Contact: Rick Kuckkahn, City Manager



**CONTRACT MODIFICATION #1
TO AGREEMENT**

Between:	City of Scottsbluff 2525 Circle Drive Scottsbluff, NE 69361	And	Thomas P. Miller & Associates (TPMA) 1630 N. Meridian Street Suite 430 Indianapolis, IN 46202
	Contact Person: Rick Kuckkahn Phone Number: 308-630-6213 Fax Number: 308-630-6294		Contact Person: Thomas P. Miller Phone Number: 317-894-5508 Fax Number: 317-894-5370

Original Agreement (Contract): Professional Services Agreement between Thomas P. Miller and Associates (Contractor) and City of Scottsbluff (Client) signed March 2, 2015
Contract Amount: \$150 per hour with an additional monthly retainer of \$5,000.00
Project Title: Additional Advisory Services
Contract Period: monthly

A. Reason for Modification: The Client seeks assistance with providing consulting services for partner communities in the Scotts Bluff region.

B. Effective Date of Modification: April 27, 2015

B. Modification(s)

Services from the Contractor include providing educational and facilitation assistance on economic development, workforce development, education, infrastructure, and tourism initiatives for partner communities within the Scotts Bluff region.

C. Invoicing

Thomas P. Miller will invoice at a rate of \$150 per hour, billed in 15 minute increments for actual time spent engaged in but not limited to the identified consulting services. Expenses for travel will be billed at actual cost and is included in the monthly not-to-exceed total. The Contractor will not exceed billings of an additional retainer value of \$5,000.00 for services in any calendar month without prior written authorization from the Client. Each task and deliverable from the Contractor will be approved by the City Manager prior to commencement.

Except as modified above, all terms and conditions of the Contract remain unchanged and in full force and effect.

Thomas P. Miller & Associates

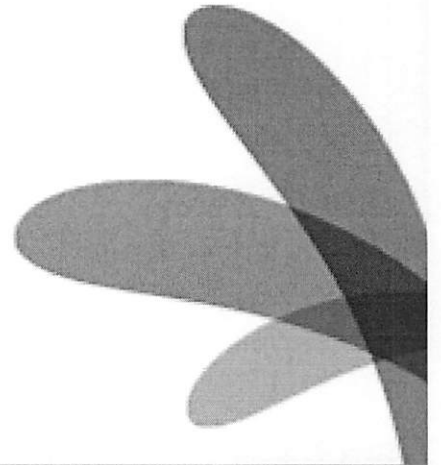
City of Scottsbluff

~~Rick Kueckahn~~
City Manager

Randy Meininger
mayor

Thomas P. Miller and Associates LLC

Thomas P. Miller
President & CEO



1630 N. Meridian Street, Suite 430
Indianapolis, IN 46202

www.tpma-inc.com

Main Office: 317-894-5508
Fax: 317-894-5370

Page |
~

City of Scottsbluff, Nebraska

Monday, June 1, 2015

Regular Meeting

Item Resolut.1

Council to consider Ordinances regarding the structure of the Fair Housing Commission and the appointment of members or repeal of the Fair Housing Commission.

Staff Contact: Rick Kuckkahn, City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SCOTTSDLUFF, NEBRASKA AMENDING THE MUNICIPAL CODE AT CHAPTER 6, ARTICLE 2, SECTION 101 DEALING WITH THE ESTABLISHMENT, MEMBERSHIP, AND TERMS OF THE FAIR HOUSING COMMISSION OF THE CITY OF SCOTTSDLUFF, NEBRASKA; REPEALING THE MUNICIPAL CODE AT CHAPTER 6, ARTICLE 2, SECTION 102 DEALING WITH DUTIES OF THE FAIR HOUSING COMMISSION OF THE CITY OF SCOTTSDLUFF, NEBRASKA; AMENDING THE MUNICIPAL CODE AT CHAPTER 6, ARTICLE 2, SECTION 116 DEALING WITH THE ESTABLISHMENT AND DUTIES OF THE PLANNING COMMISSION OF THE CITY OF SCOTTSDLUFF, NEBRASKA; REPEALING PRIOR SECTIONS INCONSISTENT WITH THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Section 6-2-101 of the Scottsbluff Municipal Code is amended to provide as follows:

“6-2-101. Fair Housing Commission; established.

There is hereby established the Fair Housing Commission. The Planning Commission of the City shall serve and act as the Fair Housing Commission when necessary to perform and carry out all duties and responsibilities of the Fair Housing Commission under the Municipal Code.”

Section 2: Section 6-2-102 of the Scottsbluff Municipal Code is hereby repealed.

Section 3. Section 6-2-116 of the Scottsbluff Municipal Code is amended to provide as follows:

“6-2-116. Planning Commission; established.

There is hereby established a Planning Commission of the City as authorized by the statuts of Nebraska. The Planning Commission shall include one alternate member. The number of member, the manner of their appointment, the period of office, and the powers of the alternate member shall be prescribed by Nebraska law. The Planning Commission shall perform the duties prescribed by Nebraska law, and shall serve and act as the Fair Housing Commission of the City when necessary to perform and carry out all duties and responsibilities of the Fair Housing Commission under the Municipal Code.”

Section 4. All ordinances or parts of ordinances passed and approved prior to passage, approval and publication of this Ordinance in conflict herewith are now repealed.

Section 5: This Ordinance shall be effective on its passage and approval, and publication as provided by law.

PASSED AND APPROVED on _____, 2015

Mayor

ATTEST:

City Clerk (Seal)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA REPEALING THE MUNICIPAL CODE AT CHAPTER 4, ARTICLE 7, SECTIONS 1 THROUGH 18 DEALING WITH THE REGULATION OF DISCRIMINATION IN HOUSING IN SCOTTSBLUFF, NEBRASKA; REPEALING THE MUNICIPAL CODE AT CHAPTER 6, ARTICLE 2, SECTIONS 101 AND 102 DEALING WITH THE ESTABLISHMENT, MEMBERSHIP, TERMS, AND DUTIES OF THE FAIR HOUSING COMMISSION OF THE CITY OF SCOTTSBLUFF, NEBRASKA; REPEALING PRIOR SECTIONS INCONSISTENT WITH THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Sections 4-7-1, 4-7-2, 4-7-3, 4-7-4, 4-7-5, 4-7-6, 4-7-7, 4-7-8, 4-7-9, 4-7-10, 4-7-11, 4-7-12, 4-7-13, 4-7-14, 4-7-15, 4-7-16, 4-7-17, and 4-7-18 of the Scottsbluff Municipal Code are hereby repealed.

Section 2. Sections 6-2-101 and 6-2-102 of the Scottsbluff Municipal Code are hereby repealed.

Section 3. All ordinances or parts of ordinances passed and approved prior to passage, approval and publication of this Ordinance in conflict herewith are now repealed.

Section 4. This Ordinance shall be effective on its passage and approval, and publication as provided by law. The repealed sections shall continue to have full force and effect for all alleged violations thereof committed before the effective date of this Ordinance.

PASSED AND APPROVED on _____, 2015

Mayor

ATTEST:

City Clerk (Seal)

City of Scottsbluff, Nebraska

Monday, June 1, 2015

Regular Meeting

Item Exec1

Council Reserves the right to enter into executive session if deemed necessary if the item is on the agenda.

Staff Contact: City Council