

# City of Ogallala

411 East 2<sup>nd</sup> Street  
Ogallala, NE 69153  
Phone 308-284-3607  
City Fax 308-284-6565



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**DECEMBER 20, 2013**

## **AGENDA ATTACHMENTS**

- 2.A. Claims.
- 2.B. Application for Right of Way License – Ron Bloomquist.
- 2.C. Application for Journeyman Plumber License – Vincent Johnson.
- 2.D. Appointment to Board – Board of Health (3).
- 2.E. Appointment to Board - Housing Authority (2).
- 2.F. Appointment to Board – RSVP Advisory Board (3).
- 2.G. Appointment to Board – Tree Board (3).
- 5.A. Minutes of the Special Meeting held December 10, 2013 – 6 P.M.
- 5.B. Minutes of the Regular Meeting held December 10, 2013.
- 5.C. Minutes of the Special Meeting held December 13, 2013.
- 5.D. Claim – West Central Nebraska Development District.
- 5.E. Claim – Melchior Contracting LLC.
- 6.A. Appointment to Board – Planning Commission (3).
- 6.B. Appointment to Board – Youth Committee (1).
- 6.C. Administration – Amending Section 25-201, Meetings of Council General Provisions of the Municipal Code (Ord. 1308).
- 6.D. Community Development – Change Order-Moul’s Modern Builders – Downtown Improvement Project – 90 day extension.
- 6.E. Water – Issuance of a Water Revenue Bond of the City of Ogallala, Nebraska for the purpose of paying the costs of constructing additions and improvements to the existing waterworks plant and distribution system of the city. (Ord. 1309).
- 6.F. Water – Engineering Agreement Amendment – Adding Generator Set and Gas Lines to the Plans and Specifications for the South Water Source.



**CITY OF OGALLALA  
CLAIMS LISTING**

Cash Account	Check #	CK Date	Ven #	Vendor Name	Ck Amount	Description
00 12700	55722	11/28/2013	12501	125 PLAN	192.30	DEPENDANT CARE-PRETX
00 12700	55722	11/28/2013	12501	125 PLAN	365.76	DEPENDANT CARE-PRETX
00 12700	55723	11/28/2013	EFT01	EFTPS	3,234.36	FEDERAL INCOME TAX
00 12700	55723	11/28/2013	EFT01	EFTPS	2,138.99	FEDERAL INCOME TAX
00 12700	55723	11/28/2013	EFT01	EFTPS	8,077.62	FEDERAL INCOME TAX
00 12700	55723	11/28/2013	EFT01	EFTPS	1,889.14	FEDERAL INCOME TAX
00 12700	55724	11/28/2013	HAR00	HARTFORD LIFE AND ACCIDEN	427.90	LIFE INSURANCE
00 12700	55724	11/28/2013	HAR00	HARTFORD LIFE AND ACCIDEN	594.05	LIFE INSURANCE
00 12700	55725	11/28/2013	HEA01	HOSPITAL & MEDICAL	16,522.14	MEDICAL INSURANCE
00 12700	55725	11/28/2013	HEA01	HOSPITAL & MEDICAL	585.57	MEDICAL INSURANCE
00 12700	55726	11/28/2013	ICM01	ICMA-RC PLAN #108596	511.50	PENSION
00 12700	55727	11/28/2013	KEI05	KEITH COUNTY COURT	283.65	GARNISHMENT
00 12700	55728	11/28/2013	MAN02	MANULIFE FINANCIAL	3,893.14	PENSION
00 12700	55728	11/28/2013	MAN02	MANULIFE FINANCIAL	167.48	PENSION
00 12700	55728	11/28/2013	MAN02	MANULIFE FINANCIAL	329.07	PENSION
00 12700	55728	11/28/2013	MAN02	MANULIFE FINANCIAL	239.24	PENSION
00 12700	55728	11/28/2013	MAN02	MANULIFE FINANCIAL	577.05	PENSION
00 12700	55729	11/28/2013	MAN04	MANULIFE FINANCIAL	2,295.92	PENSION
00 12700	55730	11/28/2013	NCS01	NE CHILD SUPPORT CENTER	25.00	CHILD SUPPORT
00 12700	55731	11/28/2013	PIN01	PINNACLE BANK	47,861.04	PP24 DIRECT PAY
00 12700	55732	11/28/2013	VAL07	VALLEY BANK-HEALTH SAVING	1,411.50	HSA HEALTH SAVINGS
00 12700	55733	11/30/2013	STA01	STATE OF NEB DEPT OF REV	4,042.62	STATE INCOME TAX
00 12700	55734	12/12/2013	12501	125 PLAN	192.30	DEPENDANT CARE-PRETX
00 12700	55734	12/12/2013	12501	125 PLAN	365.76	DEPENDANT CARE-PRETX
00 12700	55735	12/12/2013	AME01	AMERICAN FAMILY INSURANCE	41.86	AFLAC LIFE
00 12700	55735	12/12/2013	AME01	AMERICAN FAMILY INSURANCE	73.52	AFLAC LIFE
00 12700	55735	12/12/2013	AME01	AMERICAN FAMILY INSURANCE	171.79	AFLAC LIFE
00 12700	55735	12/12/2013	AME01	AMERICAN FAMILY INSURANCE	33.28	AFLAC LIFE
00 12700	55735	12/12/2013	AME01	AMERICAN FAMILY INSURANCE	50.00	AFLAC LIFE
00 12700	55736	12/12/2013	EFT01	EFTPS	5,414.57	FEDERAL INCOME TAX
00 12700	55736	12/12/2013	EFT01	EFTPS	3,173.14	FEDERAL INCOME TAX
00 12700	55736	12/12/2013	EFT01	EFTPS	10,322.86	FEDERAL INCOME TAX
00 12700	55736	12/12/2013	EFT01	EFTPS	2,414.18	FEDERAL INCOME TAX
00 12700	55737	12/12/2013	HEA01	HOSPITAL & MEDICAL	16,522.14	MEDICAL INSURANCE
00 12700	55737	12/12/2013	HEA01	HOSPITAL & MEDICAL	527.75	MEDICAL INSURANCE
00 12700	55738	12/12/2013	ICM01	ICMA-RC PLAN #108596	511.50	PENSION
00 12700	55739	12/12/2013	KEI05	KEITH COUNTY COURT	283.65	GARNISHMENT
00 12700	55740	12/12/2013	MAN02	MANULIFE FINANCIAL	3,888.66	PENSION
00 12700	55740	12/12/2013	MAN02	MANULIFE FINANCIAL	167.48	PENSION
00 12700	55740	12/12/2013	MAN02	MANULIFE FINANCIAL	329.07	PENSION
00 12700	55740	12/12/2013	MAN02	MANULIFE FINANCIAL	239.24	PENSION
00 12700	55740	12/12/2013	MAN02	MANULIFE FINANCIAL	744.30	PENSION
00 12700	55741	12/12/2013	MAN04	MANULIFE FINANCIAL	2,294.54	PENSION
00 12700	55742	12/12/2013	NCS01	NE CHILD SUPPORT CENTER	25.00	CHILD SUPPORT
00 12700	55743	12/12/2013	PIN01	PINNACLE BANK	60,074.75	PP25 DIRECT PAY
00 12700	55744	12/12/2013	VAL07	VALLEY BANK-HEALTH SAVING	1,411.50	HSA HEALTH SAVINGS
00 12700	51	12/1/2013	NED01	NE DEPT OF AERONAUTICS	1,130.83	46-VOR, DME, AWOS MAINTENANCE/LOANS #2819
00 12700	51	12/1/2013	NED01	NE DEPT OF AERONAUTICS	2,060.00	46-VOR, DME, AWOS MAINTENANCE/LOANS #2819
00 12700	67	12/19/2013	NER01	NE DEPARTMENT OF REVENUE	212.13	40-NOV 2013 SALES TAX
00 12700	67	12/19/2013	NER01	NE DEPARTMENT OF REVENUE	39.63	41-NOV 2013 SALES TAX
00 12700	67	12/19/2013	NER01	NE DEPARTMENT OF REVENUE	1.91	32-NOV 2013 SALES TAX
00 12700	67	12/19/2013	NER01	NE DEPARTMENT OF REVENUE	9.57	44-NOV 2013 SALES TAX
00 12700	139	12/20/2013	PIN01	PINNACLE BANK	25.00	10-DIRECT DEPOSIT FEES
00 12700	55603	11/30/2013	BIT00	BITTERSWEET BAKERY & CAKE	(71.25)	Ck# 055603 Reversed
00 12700	55629	11/30/2013	HEH01	HEHNKES INC, PAXTON	(269.50)	Ck# 055629 Reversed
00 12700	55648	12/18/2013	LEA01	LEAGUE OF NE MUNICIPAL.	(295.00)	Ck# 055648 Reversed
00 12700	55648	12/18/2013	LEA01	LEAGUE OF NE MUNICIPAL.	(25.00)	Ck# 055648 Reversed
00 12700	55683	11/30/2013	SIX01	SUNMART #270	(11.96)	Ck# 055683 Reversed
00 12700	55683	11/30/2013	SIX01	SUNMART #270	(30.03)	Ck# 055683 Reversed
00 12700	55683	11/30/2013	SIX01	SUNMART #270	(80.97)	Ck# 055683 Reversed
00 12700	55683	11/30/2013	SIX01	SUNMART #270	(7.58)	Ck# 055683 Reversed
00 12700	55745	12/20/2013	21S01	21ST CENTURY EQUIPMENT	6.70	46-HARDWARE,LOCKNUT
00 12700	55746	12/20/2013	ADA05	ADAMSON INDUSTRIES CORP	79.95	21-MOUNTING BRACKETS
00 12700	55747	12/20/2013	ADK00	ADKINS, JUDI	40.00	10-WINDOW PAINTING

2.A.

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Cash Account	Check #	Ck Date	Ven #	Vendor Name	Ck Amount	Description
00 12700	55747	12/20/2013	ADK00	ADKINS, JUDI	20.00	32-WINDOW PAINTING
00 12700	55748	12/20/2013	ALC01	ALCO DISCOUNT STORE #166	35.61	21-COFFEE, DISH SOAP
00 12700	55748	12/20/2013	ALC01	ALCO DISCOUNT STORE #166	39.98	32-DOG FOOD
00 12700	55748	12/20/2013	ALC01	ALCO DISCOUNT STORE #166	12.56	21-OFFICE SUPPLIES
00 12700	55748	12/20/2013	ALC01	ALCO DISCOUNT STORE #166	16.48	21-OFFICE SUPPLIES
00 12700	55748	12/20/2013	ALC01	ALCO DISCOUNT STORE #166	16.96	32-COFFEE, KLEENEX
00 12700	55748	12/20/2013	ALC01	ALCO DISCOUNT STORE #166	75.58	21-BATTERIES
00 12700	55748	12/20/2013	ALC01	ALCO DISCOUNT STORE #166	148.84	31-LIGHTS
00 12700	55748	12/20/2013	ALC01	ALCO DISCOUNT STORE #166	73.01	21-BULBS
00 12700	55748	12/20/2013	ALC01	ALCO DISCOUNT STORE #166	73.52	32-BATTERIES, ODAR SPRAY
00 12700	55748	12/20/2013	ALC01	ALCO DISCOUNT STORE #166	29.80	21-BULB
00 12700	55749	12/20/2013	ALI00	WINDSTREAM OF THE MIDWEST	4.56	10-LONG DISTANCE SVC NOV 2013
00 12700	55749	12/20/2013	ALI00	WINDSTREAM OF THE MIDWEST	1.86	48-LONG DISTANCE SVC NOV 2013
00 12700	55749	12/20/2013	ALI00	WINDSTREAM OF THE MIDWEST	1.30	21-LONG DISTANCE SVC NOV 2013
00 12700	55749	12/20/2013	ALI00	WINDSTREAM OF THE MIDWEST	1.00	31-LONG DISTANCE SVC NOV 2013
00 12700	55749	12/20/2013	ALI00	WINDSTREAM OF THE MIDWEST	12.46	32-LONG DISTANCE SVC NOV 2013
00 12700	55749	12/20/2013	ALI00	WINDSTREAM OF THE MIDWEST	0.23	38-LONG DISTANCE SVC NOV 2013
00 12700	55749	12/20/2013	ALI00	WINDSTREAM OF THE MIDWEST	0.04	37-LONG DISTANCE SVC NOV 2013
00 12700	55750	12/20/2013	ALI03	ALIVE OUTSIDE/MI BIKE SHP	140.60	40-LUBE KITS
00 12700	55751	12/20/2013	ALL06	ALLO COMMUNICATIONS	252.79	10-PHONE/INTERNET SVC NOV 2013
00 12700	55751	12/20/2013	ALL06	ALLO COMMUNICATIONS	27.00	10-PHONE/INTERNET SVC NOV 2013
00 12700	55751	12/20/2013	ALL06	ALLO COMMUNICATIONS	5.00	48-PHONE/INTERNET SVC NOV 2013
00 12700	55751	12/20/2013	ALL06	ALLO COMMUNICATIONS	90.71	31-PHONE/INTERNET SVC NOV 2013
00 12700	55751	12/20/2013	ALL06	ALLO COMMUNICATIONS	5.00	31-PHONE/INTERNET SVC NOV 2013
00 12700	55751	12/20/2013	ALL06	ALLO COMMUNICATIONS	5.00	36-PHONE/INTERNET SVC NOV 2013
00 12700	55751	12/20/2013	ALL06	ALLO COMMUNICATIONS	154.26	32-PHONE/INTERNET SVC NOV 2013
00 12700	55751	12/20/2013	ALL06	ALLO COMMUNICATIONS	70.58	40-PHONE/INTERNET SVC NOV 2013
00 12700	55751	12/20/2013	ALL06	ALLO COMMUNICATIONS	37.00	40-PHONE/INTERNET SVC NOV 2013
00 12700	55751	12/20/2013	ALL06	ALLO COMMUNICATIONS	43.20	38-PHONE/INTERNET SVC NOV 2013
00 12700	55751	12/20/2013	ALL06	ALLO COMMUNICATIONS	5.00	38-PHONE/INTERNET SVC NOV 2013
00 12700	55751	12/20/2013	ALL06	ALLO COMMUNICATIONS	43.38	37-PHONE/INTERNET SVC NOV 2013
00 12700	55751	12/20/2013	ALL06	ALLO COMMUNICATIONS	5.00	37-PHONE/INTERNET SVC NOV 2013
00 12700	55752	12/20/2013	AOS01	NAPA OGALLALA	37.46	21-OIL, DEICER
00 12700	55752	12/20/2013	AOS01	NAPA OGALLALA	10.58	21-OIL
00 12700	55752	12/20/2013	AOS01	NAPA OGALLALA	56.59	34-OIL & AIR FILTERS
00 12700	55752	12/20/2013	AOS01	NAPA OGALLALA	7.29	21-O RINGS
00 12700	55752	12/20/2013	AOS01	NAPA OGALLALA	24.48	21-BEAMS
00 12700	55752	12/20/2013	AOS01	NAPA OGALLALA	28.40	34-WHEEL BEARING GREASE
00 12700	55752	12/20/2013	AOS01	NAPA OGALLALA	30.75	32-RIVETS, HARDWARE
00 12700	55752	12/20/2013	AOS01	NAPA OGALLALA	56.98	37-OIL STABILIZER, FUEL CLEANER
00 12700	55752	12/20/2013	AOS01	NAPA OGALLALA	52.05	32-OIL FILTER, OIL STABILIZER, FUEL CLEANER
00 12700	55752	12/20/2013	AOS01	NAPA OGALLALA	5.59	32-GLASS CLEANER
00 12700	55752	12/20/2013	AOS01	NAPA OGALLALA	6.15	32-RIVETS
00 12700	55752	12/20/2013	AOS01	NAPA OGALLALA	11.15	31-SCREWS, DIESEL FLUID
00 12700	55753	12/20/2013	ARN02	ARNOLD POOL CO.	139.70	40-DECREASER, SUPER SOLUBLE
00 12700	55754	12/20/2013	ASC03	ASC CAPACITORS	400.00	42-BARRELS
00 12700	55755	12/20/2013	BAL01	BALTZELL VET. CLINIC	45.00	32-EUTHANASIA
00 12700	55755	12/20/2013	BAL01	BALTZELL VET. CLINIC	40.00	32-EUTHANASIA
00 12700	55755	12/20/2013	BAL01	BALTZELL VET. CLINIC	30.00	32-EUTHANASIA
00 12700	55756	12/20/2013	BDO01	B & D OFFICE SUPPLY	10.98	10-FLAG, OFFICE SUPPLIES
00 12700	55757	12/20/2013	BLA10	KEN BLANKENFELD	10.00	48-REFUND ON SIDEWALK OBSTRUCTION PERMIT
00 12700	55758	12/20/2013	BOU01	BOUND TREE MEDICAL, LLC	1,173.08	36-LATEX GLOVES, PENLIGHTS, AIR SPLINTS
00 12700	55758	12/20/2013	BOU01	BOUND TREE MEDICAL, LLC	233.91	36-RESTRAINT STRAP, SYRINGES, CATH KITS
00 12700	55758	12/20/2013	BOU01	BOUND TREE MEDICAL, LLC	2.25	36-CATH KIT
00 12700	55758	12/20/2013	BOU01	BOUND TREE MEDICAL, LLC	2.58	36-CATH KIT
00 12700	55758	12/20/2013	BOU01	BOUND TREE MEDICAL, LLC	120.00	36-HOLSTER SET
00 12700	55759	12/20/2013	BRU02	BRUCKNER, MIKE	842.32	32-PP#25, PP#26
00 12700	55760	12/20/2013	BUE01	U-SAVE PHARMACY INC	90.31	36-GLUCOSE, TRUETEST
00 12700	55760	12/20/2013	BUE01	U-SAVE PHARMACY INC	329.91	36-EPI PEN JR.
00 12700	55760	12/20/2013	BUE01	U-SAVE PHARMACY INC	249.90	36-EPI PENS
00 12700	55761	12/20/2013	CAN04	CANDY AEROTECH SERVICE, L	1,000.00	46-AIRPORT ATTENDANT DUES FOR DEC 2013
00 12700	55762	12/20/2013	CHA03	CHARTER COMMUNICATIONS	54.95	42-INTERNET
00 12700	55763	12/20/2013	COA01	TRUE VALUE HOMECENTER	11.10	32-DIGITAL ALLY CAMERA TRAIL
00 12700	55764	12/20/2013	CRA05	CRANMORE PEST CONTROL LLC	45.00	31-PEST CONTROL

2.A.

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Cash Account	Check #	CK Date	Ven #	Vendor Name	Ck Amount	Description
00 12700	55764	12/20/2013	CRA05	CRANMORE PEST CONTROL LLC	45.00	31-PEST CONTROL
00 12700	55765	12/20/2013	CUL01	CULLIGAN	17.00	21-WATER/DISPENSER
00 12700	55765	12/20/2013	CUL01	CULLIGAN	19.50	34-WATER/DISPENSER
00 12700	55765	12/20/2013	CUL01	CULLIGAN	25.50	10-WATER/DISPENSER
00 12700	55765	12/20/2013	CUL01	CULLIGAN	23.50	32-WATER/DISPENSER
00 12700	55766	12/20/2013	DAN02	DANKO EMERGENCY EQUIP CO	389.75	36-BINDER LIFT
00 12700	55766	12/20/2013	DAN02	DANKO EMERGENCY EQUIP CO	350.99	31-FIRE HAND TOOLS-ENGINE 31
00 12700	55766	12/20/2013	DAN02	DANKO EMERGENCY EQUIP CO	454.76	31-HYDRANT BAG, BLADE
00 12700	55766	12/20/2013	DAN02	DANKO EMERGENCY EQUIP CO	139.85	31-HAND TOOLS-ENGINE 31
00 12700	55766	12/20/2013	DAN02	DANKO EMERGENCY EQUIP CO	858.47	31-FIRE HOOKS, TOOL KIT
00 12700	55766	12/20/2013	DAN02	DANKO EMERGENCY EQUIP CO	311.14	31-TOOLS-ENGINE 31
00 12700	55767	12/20/2013	DEL01	DELL MARKETING L.P.	7,095.48	32-7 DESKTOP COMPUTERS
00 12700	55767	12/20/2013	DEL01	DELL MARKETING L.P.	350.99	32-WARRANTY
00 12700	55767	12/20/2013	DEL01	DELL MARKETING L.P.	663.18	32-PRINTER
00 12700	55768	12/20/2013	DOL00	DOLLAR GENERAL - MSC	23.00	40-CLEANING SUPPLIES
00 12700	55768	12/20/2013	DOL00	DOLLAR GENERAL - MSC	10.00	40-CLEANING SUPPLIES
00 12700	55769	12/20/2013	DPE00	DP ELECTRONICS, LLC	19.99	32-CABLE FOR CELL PHONE
00 12700	55770	12/20/2013	EIC01	EICHNER SALES & SERVICE	1,836.88	31-SAW, SAW KIT, RESCUE LOOP, OIL
00 12700	55771	12/20/2013	EMS02	EMS BILLING SERVICES INC	2,035.80	36-CK'S REC'D PER CONTRACT
00 12700	55772	12/20/2013	EXT00	EXTREME MACHINE INC	57.75	32-RESURFACE ROTORS
00 12700	55773	12/20/2013	FAR03	FARMERS COOP ASSOCIATION	175.56	10-FUEL CHARGES DEC 2013
00 12700	55773	12/20/2013	FAR03	FARMERS COOP ASSOCIATION	472.25	21-FUEL CHARGES DEC 2013
00 12700	55773	12/20/2013	FAR03	FARMERS COOP ASSOCIATION	306.42	31-FUEL CHARGES DEC 2013
00 12700	55773	12/20/2013	FAR03	FARMERS COOP ASSOCIATION	1,425.22	32-FUEL CHARGES DEC 2013
00 12700	55773	12/20/2013	FAR03	FARMERS COOP ASSOCIATION	344.83	34-FUEL CHARGES DEC 2013
00 12700	55773	12/20/2013	FAR03	FARMERS COOP ASSOCIATION	103.55	36-FUEL CHARGES DEC 2013
00 12700	55773	12/20/2013	FAR03	FARMERS COOP ASSOCIATION	1,844.85	37-FUEL CHARGES DEC 2013
00 12700	55773	12/20/2013	FAR03	FARMERS COOP ASSOCIATION	27.70	40-FUEL CHARGES DEC 2013
00 12700	55773	12/20/2013	FAR03	FARMERS COOP ASSOCIATION	287.47	42-FUEL CHARGES DEC 2013
00 12700	55773	12/20/2013	FAR03	FARMERS COOP ASSOCIATION	150.08	48-FUEL CHARGES DEC 2013
00 12700	55774	12/20/2013	FAR04	JOHN DEERE FINANCIALS	11.97	40-BICYCLE HOOKS
00 12700	55774	12/20/2013	FAR04	JOHN DEERE FINANCIALS	64.92	42-ANTIFREEZE, SNOW PUSHER, GLOVES
00 12700	55774	12/20/2013	FAR04	JOHN DEERE FINANCIALS	0.51	37-BOLTS
00 12700	55774	12/20/2013	FAR04	JOHN DEERE FINANCIALS	18.57	21-HITCH PIN CLIPS, GLOVES
00 12700	55774	12/20/2013	FAR04	JOHN DEERE FINANCIALS	499.88	21-SAW TABLE
00 12700	55774	12/20/2013	FAR04	JOHN DEERE FINANCIALS	2.10	21-FASTENERS
00 12700	55774	12/20/2013	FAR04	JOHN DEERE FINANCIALS	197.01	21-CHAIN
00 12700	55774	12/20/2013	FAR04	JOHN DEERE FINANCIALS	37.36	34-RATCHET STRAP, ROPE, TARP STRAPS
00 12700	55774	12/20/2013	FAR04	JOHN DEERE FINANCIALS	(184.56)	21-REFUND CHAINS
00 12700	55775	12/20/2013	FBI03	FBI-LEEDA	50.00	32-LEEDA ANNUAL DUES 2014
00 12700	55776	12/20/2013	FIR06	FIRE ENGINEERING	51.00	31-SUBSCRIPTION-2014-2015
00 12700	55777	12/20/2013	FIR07	FIREGUARD INC.	332.77	31-GLOVES
00 12700	55778	12/20/2013	FYR01	FYR-TEK	3,320.00	31-BUNKER GEAR, UNIFORMS
00 12700	55778	12/20/2013	FYR01	FYR-TEK	152.56	31-NOZZLE BRACKETS
00 12700	55778	12/20/2013	FYR01	FYR-TEK	1,380.00	31-FOAM-ENGINE 31
00 12700	55779	12/20/2013	HAS04	HASLER-TOTALFUNDS BY HASL	1,500.00	10-POSTAGE FOR MACHINE
00 12700	55780	12/20/2013	HEA05	HEARTLAND PHILANTHROPY IN	5,000.00	47-FUNDING AGREEMENT 2013-14
00 12700	55781	12/20/2013	HER06	HERMAN, JAMES	15.80	32-FUEL REIMBURSEMENT
00 12700	55782	12/20/2013	HIN03	HINTON'S LOCK & ALARM	385.00	40-KEYLESS ENTRY CARDS
00 12700	55783	12/20/2013	HUM01	HUMPHREYS AUTO SUPPLY	8.70	21-OIL SEAL
00 12700	55783	12/20/2013	HUM01	HUMPHREYS AUTO SUPPLY	13.98	34-FUEL STABILIZER
00 12700	55783	12/20/2013	HUM01	HUMPHREYS AUTO SUPPLY	4.76	32-RIVET
00 12700	55783	12/20/2013	HUM01	HUMPHREYS AUTO SUPPLY	72.78	32-BRAKE PAD, FUEL CLEANER, FILTERS
00 12700	55783	12/20/2013	HUM01	HUMPHREYS AUTO SUPPLY	23.95	32-WASHER FLUID, WIPER BLADES
00 12700	55784	12/20/2013	IDE01	IDEAL LINEN SUPPLY INC.	33.69	40-TOWELS, MATS
00 12700	55784	12/20/2013	IDE01	IDEAL LINEN SUPPLY INC.	27.77	21-TOWELS, MATS
00 12700	55784	12/20/2013	IDE01	IDEAL LINEN SUPPLY INC.	22.23	10-TOWELS, MATS
00 12700	55784	12/20/2013	IDE01	IDEAL LINEN SUPPLY INC.	27.77	21-TOWELS, MATS
00 12700	55784	12/20/2013	IDE01	IDEAL LINEN SUPPLY INC.	25.02	10-TOWELS, MATS
00 12700	55785	12/20/2013	JB01	WASTE CONNECTIONS INC.	74.16	10-TRASH SVC DEC 2013
00 12700	55785	12/20/2013	JB01	WASTE CONNECTIONS INC.	74.17	32-TRASH SVC DEC 2013
00 12700	55785	12/20/2013	JB01	WASTE CONNECTIONS INC.	76.13	46-TRASH SVC NOV 2013
00 12700	55785	12/20/2013	JB01	WASTE CONNECTIONS INC.	349.81	42-TRASH SVC DEC 2013
00 12700	55785	12/20/2013	JB01	WASTE CONNECTIONS INC.	64.39	34-TRASH SVC DEC 2013

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Cash Account	Check #	CK Date	Ven #	Vendor Name	Ck Amount	Description
00 12700	55785	12/20/2013	JB01	WASTE CONNECTIONS INC.	116.60	21-TRASH SVC DEC 2013
00 12700	55786	12/20/2013	KCC01	KEITH COUNTY CLERK	40.00	34-RECORDING FEES-HUEFLE, CARTER, CAUDY, REZAC
00 12700	55787	12/20/2013	KCH01	K.C. HOSPITAL AUTHORITY	44,440.29	51-SALES TAX SEP 2013
00 12700	55788	12/20/2013	KCH02	KEITH CO HISTORICAL SOC.	5,000.00	47-FUNDING AGREEMENT 2013-14
00 12700	55789	12/20/2013	KCH03	K.C. HOUSING DEVELOPMENT	5,000.00	47-FUNDING AGREEMENT 2013-14
00 12700	55790	12/20/2013	KCN01	KEITH COUNTY NEWS	132.58	10-PUBLISHING
00 12700	55790	12/20/2013	KCN01	KEITH COUNTY NEWS	18.93	32-PUBLISHING
00 12700	55790	12/20/2013	KCN01	KEITH COUNTY NEWS	8.10	38-PUBLISHING
00 12700	55790	12/20/2013	KCN01	KEITH COUNTY NEWS	18.93	42-PUBLISHING
00 12700	55790	12/20/2013	KCN01	KEITH COUNTY NEWS	10.38	48-PUBLISHING
00 12700	55791	12/20/2013	KCS03	KEITH CO SENIOR CENTER	31.75	38-MEALS
00 12700	55791	12/20/2013	KCS03	KEITH CO SENIOR CENTER	5,000.00	47-FUNDING AGREEMENT 2013-14
00 12700	55792	12/20/2013	KCT01	KEITH COUNTY TREASURER	9,941.20	32-MONTHLY EOC CHARGES DEC 2013
00 12700	55792	12/20/2013	KCT01	KEITH COUNTY TREASURER	935.38	36-MONTHLY EOC CHARGES DEC 2013
00 12700	55792	12/20/2013	KCT01	KEITH COUNTY TREASURER	420.24	31-MONTHLY EOC CHARGES DEC 2013
00 12700	55793	12/20/2013	KEE01	KEEP KEITH CO BEAUTIFUL	5,000.00	47-FUNDING AGREEMENT 2013-14
00 12700	55794	12/20/2013	KEI01	KEITH COUNTY DIST COURT	17.00	32-ORDINANCE FEES
00 12700	55795	12/20/2013	KEN01	KENFIELD ELECTRIC INC	10.02	42-SOCKETS, NUTS
00 12700	55795	12/20/2013	KEN01	KENFIELD ELECTRIC INC	3.09	31-OUTLET-ENGINE 31
00 12700	55795	12/20/2013	KEN01	KENFIELD ELECTRIC INC	2.68	40-BULBS
00 12700	55795	12/20/2013	KEN01	KENFIELD ELECTRIC INC	50.00	42-LABOR
00 12700	55796	12/20/2013	KILO1	KILDARE LUMBER	8.56	40-LAG SHIELD, WASHER, SCREW
00 12700	55796	12/20/2013	KILO1	KILDARE LUMBER	21.88	32-PAINT THINNER
00 12700	55796	12/20/2013	KILO1	KILDARE LUMBER	4.45	21-SAND MIX
00 12700	55796	12/20/2013	KILO1	KILDARE LUMBER	1.79	34-ELECTRICAL OUTLET
00 12700	55797	12/20/2013	KNE01	SOURCEGAS	214.25	32-GAS SVC DEC 2013
00 12700	55797	12/20/2013	KNE01	SOURCEGAS	119.46	46-GAS SVC DEC 2013
00 12700	55797	12/20/2013	KNE01	SOURCEGAS	222.94	42-GAS SVC DEC 2013
00 12700	55797	12/20/2013	KNE01	SOURCEGAS	63.92	41-GAS SVC DEC 2013
00 12700	55797	12/20/2013	KNE01	SOURCEGAS	315.70	21-GAS SVC DEC 2013
00 12700	55797	12/20/2013	KNE01	SOURCEGAS	509.35	31-GAS SVC DEC 2013
00 12700	55797	12/20/2013	KNE01	SOURCEGAS	185.61	32-GAS SVC DEC 2013
00 12700	55797	12/20/2013	KNE01	SOURCEGAS	132.66	34-GAS SVC DEC 2013
00 12700	55797	12/20/2013	KNE01	SOURCEGAS	3,893.04	40-GAS SVC DEC 2013
00 12700	55797	12/20/2013	KNE01	SOURCEGAS	368.81	46-GAS SVC DEC 2013
00 12700	55798	12/20/2013	LAK04	LAKE MAC AUTO BODY & PAIN	550.00	21-PARTS, RHINO LINING
00 12700	55799	12/20/2013	LIN01	MATHESON TRI-GAS INC (LIN	107.11	36-OXYGEN
00 12700	55799	12/20/2013	LIN01	MATHESON TRI-GAS INC (LIN	80.30	36-OXYGEN
00 12700	55800	12/20/2013	MAI04	MAIL FINANCE-A NEOPOST US	375.00	10-POSTAGE METER RENTAL 2ND QTR JAN-MAR 2014
00 12700	55801	12/20/2013	MCQ01	MCQUILLAN LAW OFFICE PC L	1,009.00	10-PROFESSIONAL SVC NOV 2013
00 12700	55801	12/20/2013	MCQ01	MCQUILLAN LAW OFFICE PC L	125.00	31-PROFESSIONAL SVC NOV 2013
00 12700	55801	12/20/2013	MCQ01	MCQUILLAN LAW OFFICE PC L	816.50	40-PROFESSIONAL SVC NOV 2013
00 12700	55801	12/20/2013	MCQ01	MCQUILLAN LAW OFFICE PC L	33.50	42-PROFESSIONAL SVC NOV 2013
00 12700	55801	12/20/2013	MCQ01	MCQUILLAN LAW OFFICE PC L	133.00	47-PROFESSIONAL SVC NOV 2013
00 12700	55802	12/20/2013	MED09	MEDICARE PART B	361.54	36-AMB REFUND
00 12700	55803	12/20/2013	MIC05	MICK MOUL'S MODERN BLDRS,	59,621.23	21-PROJ 012-2740, PMT 4, DOWNTOWN IMPROVEMENT
00 12700	55804	12/20/2013	MID32	MID-IOWA SOLID WASTE EQUI	69.44	21-SWEEPER PARTS
00 12700	55805	12/20/2013	MIG01	MIGHTY CLEAN JANITORIAL	70.00	31-JANITORIAL SVC-NOV 2013
00 12700	55806	12/20/2013	MOB00	MOBILE MEC. MECHANIC SERV	100.00	32-TOWING FEES
00 12700	55807	12/20/2013	MUT00	MUTUAL OF OMAHA	92.23	36-AMB REFUND
00 12700	55808	12/20/2013	NAC00	NACA-NATIONAL ANIMAL CONT	35.00	32-MEMBERSHIP RENEWAL
00 12700	55809	12/20/2013	NAT22	NATIONWIDE MANAGEMENT SER	275.00	10-NEWSLETTER SUBSCRIPTION
00 12700	55810	12/20/2013	NAT26	NATION AIR INSURANCE	3,675.00	46-RENEWAL OF INS
00 12700	55811	12/20/2013	NCE00	NCEMSC	75.00	36-2014 ANNUAL MEMBERSHIP DUES
00 12700	55812	12/20/2013	NEB05	NMC EXCHANGE LLC	1,875.00	34-LEASE ON SKID LOADER
00 12700	55812	12/20/2013	NEB05	NMC EXCHANGE LLC	1,875.00	42-LEASE ON SKID LOADER
00 12700	55812	12/20/2013	NEB05	NMC EXCHANGE LLC	4,750.00	34-LEASE ON EXCAVATOR
00 12700	55813	12/20/2013	NEB06	NEBRASKA DEPT OF ROADS	25.00	21-APPLICATION, EXAM AND LICENSE CLASS B
00 12700	55814	12/20/2013	NEB26	NEBRASKA TRUCK CENTER INC	309.89	31-CORE
00 12700	55815	12/20/2013	NEB29	NEBRASKA PRINT WORKS	124.29	10-IVORY ENVELOPES
00 12700	55815	12/20/2013	NEB29	NEBRASKA PRINT WORKS	112.30	37-TRANSIT TICKETS
00 12700	55816	12/20/2013	NEM03	NE MUNICIPAL CLERKS ASSOC	25.00	10-MEMBERSHIP DUES 2013-2014
00 12700	55817	12/20/2013	NEP01	NE PUBLIC POWER DISTRICT	616.63	10-ELECTRIC SVC DEC 2013
00 12700	55817	12/20/2013	NEP01	NE PUBLIC POWER DISTRICT	284.95	21-ELECTRIC SVC DEC 2013

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**CITY OF OGALLALA  
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Cash Account	Check #	CK Date	Ven #	Vendor Name	Ck Amount	Description
00 12700	55817	12/20/2013	NEP01	NE PUBLIC POWER DISTRICT	11,990.99	21-ELECTRIC SVC DEC 2013
00 12700	55817	12/20/2013	NEP01	NE PUBLIC POWER DISTRICT	305.84	31-ELECTRIC SVC DEC 2013
00 12700	55817	12/20/2013	NEP01	NE PUBLIC POWER DISTRICT	215.69	32-ELECTRIC SVC DEC 2013
00 12700	55817	12/20/2013	NEP01	NE PUBLIC POWER DISTRICT	118.78	34-ELECTRIC SVC DEC 2013
00 12700	55817	12/20/2013	NEP01	NE PUBLIC POWER DISTRICT	1,480.71	40-ELECTRIC SVC DEC 2013
00 12700	55817	12/20/2013	NEP01	NE PUBLIC POWER DISTRICT	36.38	41-ELECTRIC SVC DEC 2013
00 12700	55817	12/20/2013	NEP01	NE PUBLIC POWER DISTRICT	893.24	42-ELECTRIC SVC DEC 2013
00 12700	55817	12/20/2013	NEP01	NE PUBLIC POWER DISTRICT	383.92	46-ELECTRIC SVC DEC 2013
00 12700	55817	12/20/2013	NEP01	NE PUBLIC POWER DISTRICT	124.09	47-ELECTRIC SVC DEC 2013
00 12700	55818	12/20/2013	NES01	NE SUPREME CRT PUB OFFICE	62.00	10-NE STATUTES SUPPLEMENT
00 12700	55819	12/20/2013	OFF02	OFFICE SERVICE, INC.	93.97	21-PRINTER CARTRIDGES, PAPER, TABS, POST IT
00 12700	55819	12/20/2013	OFF02	OFFICE SERVICE, INC.	87.37	10-BOXES, PAPER
00 12700	55819	12/20/2013	OFF02	OFFICE SERVICE, INC.	35.96	38-NOTEBOOK, PAPER
00 12700	55819	12/20/2013	OFF02	OFFICE SERVICE, INC.	7.99	10-FILE FOLDERS
00 12700	55819	12/20/2013	OFF02	OFFICE SERVICE, INC.	47.05	10-TAPE, CLIPS, FLAGS, BATTERIES
00 12700	55819	12/20/2013	OFF02	OFFICE SERVICE, INC.	291.98	10-TONER, LABELS
00 12700	55820	12/20/2013	OGA02	BANNER HEALTH (OG COMM HO	18.65	31-DRUG SCREEN
00 12700	55820	12/20/2013	OGA02	BANNER HEALTH (OG COMM HO	18.65	36-DRUG SCREEN
00 12700	55821	12/20/2013	OGA03	OGA. CHAMBER OF COMMERCE	390.00	10-HOLIDAY CASH
00 12700	55821	12/20/2013	OGA03	OGA. CHAMBER OF COMMERCE	300.00	21-HOLIDAY CASH
00 12700	55821	12/20/2013	OGA03	OGA. CHAMBER OF COMMERCE	660.00	32-HOLIDAY CASH
00 12700	55821	12/20/2013	OGA03	OGA. CHAMBER OF COMMERCE	130.00	34-HOLIDAY CASH
00 12700	55821	12/20/2013	OGA03	OGA. CHAMBER OF COMMERCE	540.00	31-HOLIDAY CASH
00 12700	55821	12/20/2013	OGA03	OGA. CHAMBER OF COMMERCE	540.00	36-HOLIDAY CASH
00 12700	55821	12/20/2013	OGA03	OGA. CHAMBER OF COMMERCE	80.00	37-HOLIDAY CASH
00 12700	55821	12/20/2013	OGA03	OGA. CHAMBER OF COMMERCE	60.00	38-HOLIDAY CASH
00 12700	55821	12/20/2013	OGA03	OGA. CHAMBER OF COMMERCE	95.00	40-HOLIDAY CASH
00 12700	55821	12/20/2013	OGA03	OGA. CHAMBER OF COMMERCE	95.00	41-HOLIDAY CASH
00 12700	55821	12/20/2013	OGA03	OGA. CHAMBER OF COMMERCE	130.00	42-HOLIDAY CASH
00 12700	55821	12/20/2013	OGA03	OGA. CHAMBER OF COMMERCE	240.00	44-HOLIDAY CASH
00 12700	55821	12/20/2013	OGA03	OGA. CHAMBER OF COMMERCE	60.00	48-HOLIDAY CASH
00 12700	55822	12/20/2013	OGA05	OGALLALA FEED & SEED INC	120.00	42-TREES, GRUB CONTROL
00 12700	55822	12/20/2013	OGA05	OGALLALA FEED & SEED INC	40.68	32-DOG FOOD
00 12700	55822	12/20/2013	OGA05	OGALLALA FEED & SEED INC	26.99	42-GRUB CONTROL
00 12700	55822	12/20/2013	OGA05	OGALLALA FEED & SEED INC	50.00	40-FILE CABINET
00 12700	55823	12/20/2013	OGA12	OGALLALA WATER DEPT.	306.75	42-BULK WATER
00 12700	55823	12/20/2013	OGA12	OGALLALA WATER DEPT.	56.30	21-WATER SVC DEC 2013
00 12700	55823	12/20/2013	OGA12	OGALLALA WATER DEPT.	78.00	31-WATER SVC DEC 2013
00 12700	55823	12/20/2013	OGA12	OGALLALA WATER DEPT.	96.05	32-WATER SVC DEC 2013
00 12700	55823	12/20/2013	OGA12	OGALLALA WATER DEPT.	258.90	40-WATER SVC DEC 2013
00 12700	55823	12/20/2013	OGA12	OGALLALA WATER DEPT.	179.60	42-WATER SVC DEC 2013
00 12700	55823	12/20/2013	OGA12	OGALLALA WATER DEPT.	33.00	47-WATER SVC DEC 2013
00 12700	55823	12/20/2013	OGA12	OGALLALA WATER DEPT.	15.00	21-LICENSE VEHICLE
00 12700	55823	12/20/2013	OGA12	OGALLALA WATER DEPT.	10.00	31-TITLE, PLATES
00 12700	55823	12/20/2013	OGA12	OGALLALA WATER DEPT.	4.32	40-SCREWS
00 12700	55823	12/20/2013	OGA12	OGALLALA WATER DEPT.	60.14	44-POSTAGE
00 12700	55824	12/20/2013	OGA27	SCOTT ENGLAND dba SCOTTIE	170.00	21-JET STORM DRAIN BY OLD PLAZA
00 12700	55824	12/20/2013	OGA27	SCOTT ENGLAND dba SCOTTIE	120.00	42-POTTIE RENT
00 12700	55824	12/20/2013	OGA27	SCOTT ENGLAND dba SCOTTIE	60.00	34-POTTIE RENT
00 12700	55825	12/20/2013	OGA44	OGALLALA COMMUNITY HOSPIT	7.73	36-AMB SUPPLIES
00 12700	55825	12/20/2013	OGA44	OGALLALA COMMUNITY HOSPIT	48.53	36-AMB SUPPLIES
00 12700	55825	12/20/2013	OGA44	OGALLALA COMMUNITY HOSPIT	13.06	36-AMB SUPPLIES
00 12700	55825	12/20/2013	OGA44	OGALLALA COMMUNITY HOSPIT	13.17	36-AMB SUPPLIES
00 12700	55825	12/20/2013	OGA44	OGALLALA COMMUNITY HOSPIT	111.31	36-AMB SUPPLIES
00 12700	55825	12/20/2013	OGA44	OGALLALA COMMUNITY HOSPIT	28.03	36-AMB SUPPLIES
00 12700	55826	12/20/2013	OGA45	OGALLALA HONOR GUARD	200.00	37-BUS WASHES
00 12700	55827	12/20/2013	OLS04	OLSSON ASSOCIATES	2,687.99	21-PROJ 013-0720, OG PAVING IMPR 2 ST, B ST S A ST
00 12700	55827	12/20/2013	OLS04	OLSSON ASSOCIATES	16,626.35	21-PROJ 012-2740, CDGB DOWNTOWN IMP
00 12700	55828	12/20/2013	ORD01	ORD VOLUNTEER FIRE DEPT	165.51	36-AMB REFUND
00 12700	55829	12/20/2013	OSH01	OSHKOSH CLEANERS	58.00	32-UNIFORM CLEANING
00 12700	55830	12/20/2013	PAU01	PAULSEN INC	136.45	21-ROAD GRAVEL
00 12700	55831	12/20/2013	PIO05	PIONEER PRODUCTS, INC	404.82	31-WASH, WAX CLEANER, DIAMOND PLATE CLEANER
00 12700	55831	12/20/2013	PIO05	PIONEER PRODUCTS, INC	269.87	36-WASH, WAX CLEANER, DIAMOND PLATE CLEANER
00 12700	55832	12/20/2013	PLA01	PLATTE VALLEY AGENCY, INC	192.00	31-2012 FORD COMANDER INS

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Cash Account	Check #	Ck Date	Ven #	Vendor Name	Ck Amount	Description
00 12700	55832	12/20/2013	PLA01	PLATTE VALLEY AGENCY, INC	425.00	21-2014 DODGE INS
00 12700	55832	12/20/2013	PLA01	PLATTE VALLEY AGENCY, INC	(4.00)	32-DELETE 13 TERYX
00 12700	55832	12/20/2013	PLA01	PLATTE VALLEY AGENCY, INC	147.00	31-TRAILER INS
00 12700	55832	12/20/2013	PLA01	PLATTE VALLEY AGENCY, INC	(67.00)	32-DELETE 13 TERYX
00 12700	55833	12/20/2013	POP01	POPPE'S TRUCK & DIESEL RE	400.00	31-CARBURETOR
00 12700	55833	12/20/2013	POP01	POPPE'S TRUCK & DIESEL RE	225.00	31-LABOR
00 12700	55834	12/20/2013	PRA01	PRAIRIE STATES COMM INC	1,021.25	36-RADIO INSTALLATION-99A
00 12700	55834	12/20/2013	PRA01	PRAIRIE STATES COMM INC	105.00	31-REMOVE RADIO & REINSTALL IN NEW COMMAND VE
00 12700	55834	12/20/2013	PRA01	PRAIRIE STATES COMM INC	1,180.60	31-RADIO INSTALLATION-ENGINE 31
00 12700	55835	12/20/2013	QWE00	CENTURYLINK	30.84	21-LOCAL PHONE SVC DEC 2013
00 12700	55835	12/20/2013	QWE00	CENTURYLINK	26.39	21-LOCAL PHONE SVC DEC 2013
00 12700	55835	12/20/2013	QWE00	CENTURYLINK	30.84	34-LOCAL PHONE SVC DEC 2013
00 12700	55835	12/20/2013	QWE00	CENTURYLINK	92.63	46-LOCAL PHONE SVC DEC 2013
00 12700	55835	12/20/2013	QWE00	CENTURYLINK	67.56	42-LOCAL PHONE SVC DEC 2013
00 12700	55835	12/20/2013	QWE00	CENTURYLINK	60.99	21-INTERNET SVC
00 12700	55836	12/20/2013	RDW01	R & D WELDING & SUPPLY IN	9.64	32-WELDING 2013 FORD
00 12700	55836	12/20/2013	RDW01	R & D WELDING & SUPPLY IN	10.44	21-REBUILD 2009
00 12700	55837	12/20/2013	ROB04	ROBERTS, BOWEN	128.55	32-SAFETY SELECTOR, CHARGING HANDLE
00 12700	55838	12/20/2013	SAP01	SAPP BROTHERS PETROLEUM	72.60	21-SOLVENT
00 12700	55839	12/20/2013	SCH01	SCHMIDT MOTORS, INC.	22.50	32-LABOR ON 2011 DODGE CHARGER
00 12700	55840	12/20/2013	SCI00	S.C.I.P	5,000.00	47-FUNDING AGREEMENT 2013-14
00 12700	55841	12/20/2013	SER02	SERVICEMASTER CLEANING	188.00	10-SERVICES IN NOV
00 12700	55841	12/20/2013	SER02	SERVICEMASTER CLEANING	169.00	32-SERVICES IN NOV
00 12700	55842	12/20/2013	SHO02	SHOPKO, DEPT 5485	62.16	21-REPLACEMENT BULBS
00 12700	55843	12/20/2013	SIX01	SUNMART #270	12.79	10-PLATES, SPOONS
00 12700	55844	12/20/2013	STU03	STULICHS ASPHALT SEALING	8,332.50	21-CRACK SEALING-10 ST-SPRUCE TO W 3
00 12700	55844	12/20/2013	STU03	STULICHS ASPHALT SEALING	230.00	21-CRACK SEALING RR ST & C ST
00 12700	55844	12/20/2013	STU03	STULICHS ASPHALT SEALING	6,629.50	21-CRACK SEALING-D ST TO G ST
00 12700	55845	12/20/2013	SUM00	JASON ZOELLNER FORD	181.43	31-COMMAND TRUCK ELECTRICAL REPAIRS
00 12700	55846	12/20/2013	SVO01	POWERWASH (SVOBODA)	300.00	32-CAR WASH TOKENS
00 12700	55847	12/20/2013	THE15	THE LITTER BOX	500.00	47-FUNDING AGREEMENT 2013-14
00 12700	55848	12/20/2013	TOW01	TOWN & COUNTRY SRV INC.	13.00	34-REPAIR TIRE ON MOWER
00 12700	55848	12/20/2013	TOW01	TOWN & COUNTRY SRV INC.	11.24	34-SWEEPER TIRE REPAIR
00 12700	55849	12/20/2013	TRU01	TRUCK & AUTO ALIGN INC	635.82	32-2009 DODGE DAKOTA-ALIGNMENT, REPAIR
00 12700	55850	12/20/2013	USP01	U S POSTAL SERVICE	79.46	38-POSTAGE
00 12700	55851	12/20/2013	VER00	VERIZON WIRELESS	160.66	10-CELL PHONE SERVICE
00 12700	55851	12/20/2013	VER00	VERIZON WIRELESS	61.36	21-CELL PHONE SERVICE
00 12700	55851	12/20/2013	VER00	VERIZON WIRELESS	21.96	31-CELL PHONE SERVICE
00 12700	55851	12/20/2013	VER00	VERIZON WIRELESS	197.36	32-CELL PHONE SERVICE
00 12700	55851	12/20/2013	VER00	VERIZON WIRELESS	27.99	34-CELL PHONE SERVICE
00 12700	55851	12/20/2013	VER00	VERIZON WIRELESS	70.79	36-CELL PHONE SERVICE
00 12700	55851	12/20/2013	VER00	VERIZON WIRELESS	73.23	37-CELL PHONE SERVICE
00 12700	55851	12/20/2013	VER00	VERIZON WIRELESS	34.84	40-CELL PHONE SERVICE
00 12700	55851	12/20/2013	VER00	VERIZON WIRELESS	34.84	42-CELL PHONE SERVICE
00 12700	55851	12/20/2013	VER00	VERIZON WIRELESS	34.84	48-CELL PHONE SERVICE
00 12700	55852	12/20/2013	VID03	VIDACARE CORPORTION	229.34	36-NEEDLE PACK
00 12700	55853	12/20/2013	VIS01	VISA	4.99	10-E-BOOK
00 12700	55853	12/20/2013	VIS01	VISA	430.13	31-TOLLS, SAFETY CAN, REFLECTIVE DOOR PATCH
00 12700	55853	12/20/2013	VIS01	VISA	74.76	40-CABLE
00 12700	55853	12/20/2013	VIS01	VISA	47.00	46-SODA, WATER
00 12700	55854	12/20/2013	WES05	WESTERN PATH CONSULTANTS	26.00	31-DRUG SCREENS
00 12700	55854	12/20/2013	WES05	WESTERN PATH CONSULTANTS	26.00	36-DRUG SCREENS
00 12700	55855	12/20/2013	WIN07	WINTER EQUIPMENT CO	131.68	46-CURBGUARD FOR SNOWFLOW
00 12700	55856	12/20/2013	XER01	XEROX CORPORATION	28.84	32-METER/MAINTENANCE
00 12700	55857	12/20/2013	WES16	WEST WIND GOLF CLUB	142.45	10-APPRECIATION LUNCHEON
00 12700	55857	12/20/2013	WES16	WEST WIND GOLF CLUB	64.75	21-APPRECIATION LUNCHEON
00 12700	55857	12/20/2013	WES16	WEST WIND GOLF CLUB	142.45	32-APPRECIATION LUNCHEON
00 12700	55857	12/20/2013	WES16	WEST WIND GOLF CLUB	38.85	34-APPRECIATION LUNCHEON
00 12700	55857	12/20/2013	WES16	WEST WIND GOLF CLUB	51.80	37-APPRECIATION LUNCHEON
00 12700	55857	12/20/2013	WES16	WEST WIND GOLF CLUB	12.95	38-APPRECIATION LUNCHEON
00 12700	55857	12/20/2013	WES16	WEST WIND GOLF CLUB	142.45	40-APPRECIATION LUNCHEON
00 12700	55857	12/20/2013	WES16	WEST WIND GOLF CLUB	38.85	42-APPRECIATION LUNCHEON
00 12700	55857	12/20/2013	WES16	WEST WIND GOLF CLUB	64.75	44-APPRECIATION LUNCHEON
00 12700	55857	12/20/2013	WES16	WEST WIND GOLF CLUB	12.95	48-APPRECIATION LUNCHEON

2.A.

**CITY OF OGALLALA  
CLAIMS LISTING**

Cash Account	Check #	CK Date	Ven #	Vendor Name	Ck Amount	Description
<b>General Fund Total</b>					<b>478,762.64</b>	
10	12709	546	12/20/2013	REG01 REGIONAL CARE INC.	192.30	10-SELECT FLEX CLAIMS
10	12709	547	12/20/2013	REG01 REGIONAL CARE INC.	335.44	10-SELECT FLEX CLAIMS
10	12709	548	12/20/2013	REG01 REGIONAL CARE INC.	192.30	10-SELECT FLEX CLAIMS
<b>Select Flex Total</b>					<b>720.04</b>	
24	12701	67	12/19/2013	NER01 NE DEPARTMENT OF REVENUE	8,004.40	24-NOV 2013 SALES TAX
24	12701	67	12/19/2013	NER01 NE DEPARTMENT OF REVENUE	35.36	24-NOV 2013 SALES TAX
24	12701	143	12/20/2013	ADA01 104113958 - ADAMS BANK &	25.00	24-AUTO PAY FEES DEC 2013
24	12701	14425	12/20/2013	ALI00 WINDSTREAM OF THE MIDWEST	4.92	24-LONG DISTANCE SVC NOV 2013
24	12701	14426	12/20/2013	AOS01 NAPA OGALLALA	46.48	24-BATTERY
24	12701	14427	12/20/2013	BOM00 BOMGAAR'S SUPPLY	8.54	24-HALOGEN BULBS
24	12701	14427	12/20/2013	BOM00 BOMGAAR'S SUPPLY	2.75	24-BOLTS
24	12701	14427	12/20/2013	BOM00 BOMGAAR'S SUPPLY	21.39	24-HEATER
24	12701	14427	12/20/2013	BOM00 BOMGAAR'S SUPPLY	16.02	24-FILTERS
24	12701	14427	12/20/2013	BOM00 BOMGAAR'S SUPPLY	1.59	24-KEY BLANK
24	12701	14427	12/20/2013	BOM00 BOMGAAR'S SUPPLY	17.39	24-VALVE, NIPPL, ELBOW, TEFLON PASTE
24	12701	14427	12/20/2013	BOM00 BOMGAAR'S SUPPLY	4.26	24-PAINT BRUSHES
24	12701	14428	12/20/2013	CEN15 CENTRAL LOCK-N-KEY	117.70	24-NEW LEVER LOCK, REKEY
24	12701	14429	12/20/2013	COA01 TRUE VALUE HOMECENTER	25.67	24-PAINT
24	12701	14430	12/20/2013	COR02 CORNHUSKER GLASS INC.	19.06	24-SHIPPING
24	12701	14430	12/20/2013	COR02 CORNHUSKER GLASS INC.	10.43	24-SHIPPING
24	12701	14430	12/20/2013	COR02 CORNHUSKER GLASS INC.	19.13	24-SHIPPING
24	12701	14431	12/20/2013	ELI01 ELITE SPORTS AND WELLS DE	674.10	24-WARNING PLACKARDS
24	12701	14432	12/20/2013	FAR03 FARMERS COOP ASSOCIATION	827.45	24-FUEL CHARGES DEC 2013
24	12701	14433	12/20/2013	GAL02 GALETON GLOVES	41.89	24-GLOVES
24	12701	14433	12/20/2013	GAL02 GALETON GLOVES	157.45	24-GLOVES
24	12701	14434	12/20/2013	GEN01 GENERAL FUND	4,166.67	24-ADMIN EXPENSES DEC 2013
24	12701	14434	12/20/2013	GEN01 GENERAL FUND	14,998.75	24-PP#23, PP#24
24	12701	14435	12/20/2013	HOA01 HOA SOLUTIONS, INC	10,430.00	24-WATER CONTROL SYSTEM 2013-1, PMT 4
24	12701	14436	12/20/2013	HUM01 HUMPHREYS AUTO SUPPLY	9.42	24-STORAGE CASE
24	12701	14436	12/20/2013	HUM01 HUMPHREYS AUTO SUPPLY	52.61	24-FUEL CLEANER, OIL STABILIZER
24	12701	14436	12/20/2013	HUM01 HUMPHREYS AUTO SUPPLY	43.29	24-SUP CONCENTRATE
24	12701	14436	12/20/2013	HUM01 HUMPHREYS AUTO SUPPLY	192.59	24-SAW
24	12701	14437	12/20/2013	IDE01 IDEAL LINEN SUPPLY INC.	26.90	24-TOWELS, MATS
24	12701	14437	12/20/2013	IDE01 IDEAL LINEN SUPPLY INC.	14.95	24-TOWELS
24	12701	14437	12/20/2013	IDE01 IDEAL LINEN SUPPLY INC.	26.90	24-TOWELS, MATS
24	12701	14437	12/20/2013	IDE01 IDEAL LINEN SUPPLY INC.	14.95	24-TOWELS
24	12701	14438	12/20/2013	INT18 INTERSTATE ALL BATTERY CE	20.91	24-BATTERIES
24	12701	14438	12/20/2013	INT18 INTERSTATE ALL BATTERY CE	40.27	24-BATTERIES
24	12701	14439	12/20/2013	JB01 WASTE CONNECTIONS INC.	116.60	24-TRASH SVC DEC 2013
24	12701	14440	12/20/2013	KCR02 KEITH COUNTY REGISTER OF	80.00	24-LIENS FILED
24	12701	14441	12/20/2013	KIM04 KIMBALL MIDWEST	99.16	24-SHRINK TUBES
24	12701	14442	12/20/2013	KNE01 SOURCEGAS	412.56	24-GAS SVC DEC 2013
24	12701	14443	12/20/2013	LAW02 LAWSON PRODUCTS, INC.	123.24	24-HEX CAP, HEAT SEALBUTT, PAN HD
24	12701	14444	12/20/2013	LEA01 LEAGUE OF NE MUNICIPAL.	40.00	24-2013 SAFETY TRAINING WORKSHOP-WELLS
24	12701	14445	12/20/2013	MID03 MIDWEST ELECTRIC	3,475.52	24-ELECTRIC SVC
24	12701	14446	12/20/2013	MUN02 MUNICIPAL SUPPLY, INC.	867.00	24-NEPTUNE READING EQUIP WARRANTY
24	12701	14446	12/20/2013	MUN02 MUNICIPAL SUPPLY, INC.	174.61	1" NEPTUNE ECODER REGISTER
24	12701	14446	12/20/2013	MUN02 MUNICIPAL SUPPLY, INC.	197.53	3/4" NEPTUNE ECODER REGISTER
24	12701	14446	12/20/2013	MUN02 MUNICIPAL SUPPLY, INC.	241.30	24-FLOAT KIT
24	12701	14446	12/20/2013	MUN02 MUNICIPAL SUPPLY, INC.	46.82	2" CURB STOP BX COMP MINN PAT
24	12701	14446	12/20/2013	MUN02 MUNICIPAL SUPPLY, INC.	130.56	24-PART FOR TAP MACHINE
24	12701	14446	12/20/2013	MUN02 MUNICIPAL SUPPLY, INC.	48.94	1" STRAIGHT METER FITTINGS
24	12701	14446	12/20/2013	MUN02 MUNICIPAL SUPPLY, INC.	0.01	24-MISC
24	12701	14447	12/20/2013	NEB07 NEBRASKA RURAL WATER AS.	250.00	24-MEMBERSHIP RENEWAL
24	12701	14448	12/20/2013	NEP01 NE PUBLIC POWER DISTRICT	2,639.13	24-ELECTRIC SVC DEC 2013
24	12701	14449	12/20/2013	OGA02 BANNER HEALTH (OG COMM HO	37.30	24-DRUG SCREEN
24	12701	14450	12/20/2013	OGA03 OGA. CHAMBER OF COMMERCE	240.00	24-HOLIDAY CASH
24	12701	14451	12/20/2013	OGA12 OGALLALA WATER DEPT.	41.36	24-WATER SVC DEC 2013
24	12701	14452	12/20/2013	OLS02 OLSEN'S AGRICULTURAL LAB	29.40	24-LAB SAMPLES
24	12701	14452	12/20/2013	OLS02 OLSEN'S AGRICULTURAL LAB	14.70	24-LAB SAMPLES
24	12701	14452	12/20/2013	OLS02 OLSEN'S AGRICULTURAL LAB	29.40	24-LAB SAMPLES

2A.

**CITY OF OGALLALA  
CLAIMS LISTING**

Cash Account	Check #	CK Date	Ven #	Vendor Name	Ck Amount	Description
24 12701	14453	12/20/2013	ONE05	ONE CALL CONCEPTS, INC	37.95	24-EMERGENCY LOCATES
24 12701	14454	12/20/2013	QWE00	CENTURYLINK	104.42	24-LOCAL PHONE SVC DEC 2013
24 12701	14455	12/20/2013	SAP01	SAPP BROTHERS PETROLEUM	21.84	24-KEROSENE
24 12701	14456	12/20/2013	SIX01	SUNMART #270	33.40	24-VINEGAR, BLEACH
24 12701	14457	12/20/2013	STA06	ST OF NEB-DEPT HEALTH LAB	36.00	24-LAB SAMPLES
24 12701	14458	12/20/2013	TIM04	TIMS TWO-WAY	40.00	24-REPAIR METAL DETECTOR
24 12701	14459	12/20/2013	VER00	VERIZON WIRELESS	73.23	24-CELL PHONE SERVICE
24 12701	14460	12/20/2013	WES05	WESTERN PATH CONSULTANTS	26.00	24-DRUG SCREENS
24 12701	14461	12/20/2013	\G007	GARCIA, NICOLE	36.16	MQ CUSTOMER REFUND FOR GAR0026
24 12701	14462	12/20/2013	\G008	ADAMS , JESSICA	25.51	MQ CUSTOMER REFUND FOR GEB0001
24 12701	14463	12/20/2013	\H001	HAZEN, NICOLE	24.44	MQ CUSTOMER REFUND FOR HAZ0001
24 12701	14464	12/20/2013	\M002	GESSNER, CHERYL	7.33	MQ CUSTOMER REFUND FOR MOO0012
24 12701	14465	12/20/2013	\R010	RITTERBUSH, LINDA	18.50	MQ CUSTOMER REFUND FOR RIT0001
24 12701	14466	12/20/2013	\S002	SMITH, MARVIN	59.67	MQ CUSTOMER REFUND FOR SMIO025
24 12701	14467	12/20/2013	WES16	WEST WIND GOLF CLUB	51.80	24-APPRECIATION LUNCHEON
24 12701	14468	12/20/2013	HHS01	HHS REGULATION & LICENSURE	6,848.35	24-REVIEW SERVICES-TANK RENO, PIPELINE & WELL
<b>Water total</b>					<b>56,898.93</b>	
25 12702	143	12/20/2013	ADA01	104113958 - ADAMS BANK &	25.00	25-AUTO PAY FEES DEC 2013
25 12702	9364	12/20/2013	AOS01	NAPA OGALLALA	36.16	25-SPARK PLUGS, WIRES
25 12702	9365	12/20/2013	COA01	TRUE VALUE HOMECENTER	173.76	25-FILTERS
25 12702	9366	12/20/2013	FAR03	FARMERS COOP ASSOCIATION	160.59	25-FUEL CHARGES DEC 2013
25 12702	9367	12/20/2013	FAR04	JOHN DEERE FINANCIALS	10.26	25-PIPE NIPPLES
25 12702	9368	12/20/2013	GEN01	GENERAL FUND	2,975.00	25-ADMIN EXPENSES DEC 2013
25 12702	9368	12/20/2013	GEN01	GENERAL FUND	7,834.32	25-PP#23, PP#24
25 12702	9369	12/20/2013	IDE01	IDEAL LINEN SUPPLY INC.	19.21	25-TOWELS, MATS
25 12702	9369	12/20/2013	IDE01	IDEAL LINEN SUPPLY INC.	19.21	25-TOWELS, MATS
25 12702	9370	12/20/2013	JB01	WASTE CONNECTIONS INC.	132.71	25-TRASH SVC DEC 2013
25 12702	9371	12/20/2013	KNE01	SOURCEGAS	2,054.48	25-GAS SVC DEC 2013
25 12702	9372	12/20/2013	MCQ01	MCQUILLAN LAW OFFICE PC L	165.00	25-PROFESSIONAL SVC NOV 2013
25 12702	9373	12/20/2013	MUN02	MUNICIPAL SUPPLY, INC.	145.40	25-REPAIRS TO SEWER PLANT
25 12702	9373	12/20/2013	MUN02	MUNICIPAL SUPPLY, INC.	12.48	25-REPAIRS TO SEWER PLANT
25 12702	9374	12/20/2013	NEB05	NMC EXCHANGE LLC	3,750.00	25-LEASE ON SKID LOADER
25 12702	9375	12/20/2013	NEB29	NEBRASKA PRINT WORKS	233.25	25-PERFORATED PAPER
25 12702	9376	12/20/2013	NEP01	NE PUBLIC POWER DISTRICT	4,385.10	25-ELECTRIC SVC DEC 2013
25 12702	9377	12/20/2013	OGA03	OGA. CHAMBER OF COMMERCE	120.00	25-HOLIDAY CASH
25 12702	9378	12/20/2013	OGA12	OGALLALA WATER DEPT.	70.65	25-WATER SVC DEC 2013
25 12702	9379	12/20/2013	OGA27	SCOTT ENGLAND dba SCOTTIE	3,083.20	25-NOV 2013 MAINTENANCE
25 12702	9379	12/20/2013	OGA27	SCOTT ENGLAND dba SCOTTIE	1,120.00	25-JET EAST 24TH EAST
25 12702	9380	12/20/2013	PLA01	PLATTE VALLEY AGENCY, INC	1,054.00	25-PROP & CASUALTY INS
25 12702	9381	12/20/2013	QWE00	CENTURYLINK	135.48	25-LOCAL PHONE/INTERNET SVC DEC 2013
25 12702	9381	12/20/2013	QWE00	CENTURYLINK	71.94	25-LOCAL PHONE/INTERNET SVC DEC 2013
25 12702	9382	12/20/2013	RDW01	R & D WELDING & SUPPLY IN	29.50	25-GRINDING, WELDING ON MAN HOLE COVERS
25 12702	9383	12/20/2013	USA01	USA BLUE BOOK- HD SUPPLY	13.28	25-BOTTLE BRUSH, MOP HEAD, CALENDAR
25 12702	9383	12/20/2013	USA01	USA BLUE BOOK- HD SUPPLY	196.89	25-BOTTLE BRUSH, MOP HEAD, CALENDAR
25 12702	9384	12/20/2013	VER00	VERIZON WIRELESS	24.41	25-CELL PHONE SERVICE
25 12702	9385	12/20/2013	WAS03	WASTECORP. PUMPS LLC	1,867.94	25-PLUNGERS
25 12702	9386	12/20/2013	WES16	WEST WIND GOLF CLUB	25.90	25-APPRECIATION LUNCHEON
<b>Wastewater Total</b>					<b>29,945.12</b>	
42 12708	1901	12/20/2013	LAM00	LAMPSTAND, INC	18.00	42-COOKIES FOR SAFE KIDS
<b>Youth Committee Total</b>					<b>18.00</b>	
99 12705	10549	11/27/2013	REG01	REGIONAL CARE INC.	347.48	99-HEALTH CLAIMS #2214-2215
99 12705	13	12/20/2013	VIS01	VISA	465.92	99-FLUE VACCINES
99 12705	454	12/1/2013	REG01	REGIONAL CARE INC.	14,768.89	99-MONTHLY REINSURANCE
99 12705	10550	12/20/2013	REG01	REGIONAL CARE INC.	4,810.80	99-HEALTH CLAIMS #2216-2221
99 12705	10551	12/20/2013	REG01	REGIONAL CARE INC.	1,242.69	99-HEALTH CLAIMS #2222-2225
<b>Medical/Benefit Total</b>					<b>21,635.78</b>	
<b>Grand Total</b>					<b>587,980.51</b>	

2.A.

**CITY OF OGALLALA  
APPLICATION FOR LICENSE  
TO  
PERFORM WORK WITHIN THE PUBLIC RIGHT OF WAY**

Date 12-10-13

Name Ren Bloomquist

Company Name Dearfoot Builders

Company address 207 East 7<sup>th</sup>  
ogallala Ne 69153

Work Phone # 308-289-1217

Work Fax # \_\_\_\_\_

E-mail Dearfootbuilders@hotmail.com

Evidence of proper insurance, as required by City ordinance, must be submitted with this application. The submittal of said evidence to the City shall not relieve or decrease the liability of the Contractor. Each person applying for licensed status will receive a copy of the general specifications and requirements and by submitting the application agrees to perform work following the said specifications.

Renald W Bloomquist  
Applicant / Contractor

[Signature]  
City Manager

[Signature]  
Street Superintendent

[Signature]  
Building Inspector



**CITY OF OGALLALA**  
**APPLICATION FOR JOURNEYMAN OR**  
**PLUMBING CONTRACTOR LICENSE**

DATE 12 / 3 / 2013 (Please type or print legibly)  
MO DAY YR

NAME Vincent J. Johnson

ADDRESS 1505 W. 5th North Platte NE 69101

WHAT LICENSE ARE YOU APPLYING FOR? JOURNEYMAN or CONTRACTOR  
(Circle one)

HAVE YOU SERVED AN APPRENTICESHIP OR WORKED AS A HELPER OR A JOURNEYMAN FOR A PLUMBING CONTRACTOR? yes

IF SO, UNDER WHOM? Charlie morland

1. Charlie morland. YEARS EMPLOYED 7

2. \_\_\_\_\_ YEARS EMPLOYED \_\_\_\_\_

3. \_\_\_\_\_ YEARS EMPLOYED \_\_\_\_\_

PRESENT EMPLOYER Morland enterprises LLC

DO YOU HAVE A **VALID** JOURNEYMAN OR MASTER PLUMBER LICENSE?  
Yes IF SO, DATE ISSUED 12 2012

Yes No  
WHERE ISSUED North platte

WHAT IS OR WHERE WILL BE YOUR ESTABLISHED PLACE OF BUSINESS?

Applicant signature 

**For department use only**

Fee Paid \_\_\_\_\_

Application accepted by  Date 12-3-13

# NEBRASKA

## OPERATORS LICENSE



4d License No. H12886955 4a ISS 12-27-2012  
3 DOB 08-11-1979 4b Exp 08-11-2017  
9a End NONE 9 Class O  
12 Rest. B  
15 Sex M 16 Hgt 5'10"  
17 Wgt 200  
18 Eyes GRN 19 Hair BRN  
1 VINCENT J. JOHNSON  
2 1305 W 5TH ST  
4 NORTH PLATTE, NE 69101

DONOR



5 DD 06400002420100



Name: Vincent Johnson  
License As: Plumber

### MASTER



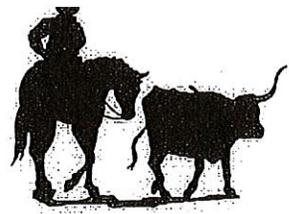
Identification No. 5617

Status: Resident

EXPIRES: 31 December 2013

# City of Ogallala

411 East 2<sup>nd</sup> Street  
Ogallala, NE 69153  
Phone 308-284-3607  
City Fax 308-284-6565



## REQUEST TO SERVE ON CITY BOARDS OR COMMITTEES

Date: 11-19-'13

Name: MARY LOU HEELAN

Address: 1105 West H (PO Box 922) Phone: 284-4277

Do you live in the City limits? Yes  No

Name of Board or Committee you are interested in serving on:

Board of Health

Reason you wish to serve or any addition information you would like to

provide: Habit - giving back to the citizens of  
Ogallala

2.D.

# City of Ogallala

411 East 2<sup>nd</sup> Street  
Ogallala, NE 69153  
Phone 308-284-3607  
City Fax 308-284-6565



## REQUEST TO SERVE ON CITY BOARDS OR COMMITTEES

Date: 12/18/2013

Name: Paul Jy

Address: 201 E G

Phone: 4-6883

Do you live in the City limits? Yes  No

Name of Board or Committee you are interested in serving on:

Board of Parks

Reason you wish to serve or any additional information you would like to provide:

Been serving on it a long time would like to continue

# Ogallala Housing Authority

1701 East 2<sup>nd</sup> Street  
Ogallala, NE 69153



Tel: (308) 284-8161 Fax: (308) 284-8161  
TDD: 1-800-833-7352

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City of Ogallala  
411 East 2<sup>nd</sup> Street  
Ogallala, NE 69153

November 22, 2013

To Whom It May Concern;

A Regular Meeting of the Ogallala Housing Authority Board took place on Thursday November 21, 2013. Two items were listed on the agenda concerning Board Members. Edna Meyer who has served on the Board for 7 years has stepped down. Her term expires December of 2016. Jim Hoover has been asked to fill out Edna's term and has accepted. I have provided Jim with the "Request To Serve on City Boards or Committees" form to complete and return to the City Offices.

The Board was informed that there were no letters of consideration received to this office by any tenant after advertising for a resident commissioner as required by law.

Ferne Sutton, whose term expires December 31, 2013, has accepted an additional 5 year term. Ferne has served this Board for 23 years.

Board Members voted unanimously to retain Ferne Sutton to the Board for a 5 year term beginning January 1, 2014 as well as Jim Hoover to serve out Edna Meyer's term beginning December 1, 2013 and ending December 31, 2016.

On behalf of the Board Members and me we would like to recommend that the City Council vote to retain Ferne Sutton and add Jim Hoover to the Board of Commissioners of Ogallala Housing Authority.

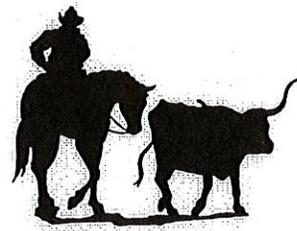
We appreciate your consideration and remain sincerely,

A handwritten signature in cursive script that reads "Laura A. Nielsen".

Laura A. Nielsen, Executive Director  
For the Board of Commissioners  
Of Ogallala Housing Authority

# City of Ogallala

411 East 2<sup>nd</sup> Street  
Ogallala, NE 69153  
Phone 308-284-3607  
City Fax 308-284-6565



## REQUEST TO SERVE ON CITY BOARDS OR COMMITTEES

Date: 11-29-13

Name: Ferne Sutton

Address: 813 W 5th, Ogallala Phone: 284 4376

Do you live in the City limits? Yes  No

Name of Board or Committee you are interested in serving on:

Ogallala Housing authority

Reason you wish to serve or any addition information you would like to provide: Have been on board for over twenty years

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# City of Ogallala

411 East 2<sup>nd</sup> Street  
Ogallala, NE 69153  
Phone 308-284-3607  
City Fax 308-284-6565



## REQUEST TO SERVE ON CITY BOARDS OR COMMITTEES

Date: 11/22/13

Name: James J. Hoover

Address: 411 Elmwood Drive Phone: 308/284-2690  
Ogallala, Neb. 69153

Do you live in the City limits? Yes  No

Name of Board or Committee you are interested in serving on:

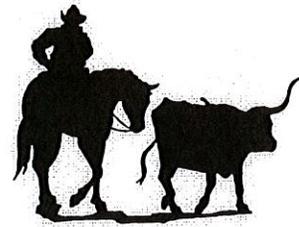
Ogallala Housing Authority

Reason you wish to serve or any addition information you would like to provide:

I am a local citizen, retired, and would like  
to serve.

# City of Ogallala

411 East 2<sup>nd</sup> Street  
Ogallala, NE 69153  
Phone 308-284-3607  
City Fax 308-284-6565



## REQUEST TO SERVE ON CITY BOARDS OR COMMITTEES

Date: December 2, 2013

Name: Jacques Bassett

Address: 807 East 3<sup>rd</sup> - Ogallala Phone: 284-2918

Do you live in the City limits? Yes  No

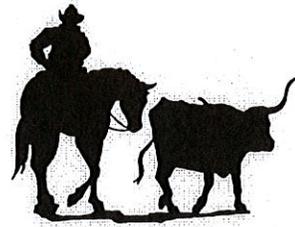
Name of Board or Committee you are interested in serving on:

RSVP

Reason you wish to serve or any addition information you would like to provide: Enjoy working on this board.

# City of Ogallala

411 East 2<sup>nd</sup> Street  
Ogallala, NE 69153  
Phone 308-284-3607  
City Fax 308-284-6565



## REQUEST TO SERVE ON CITY BOARDS OR COMMITTEES

Date: 12-2-13

Name: Betty Brown

Address: 211 E 3<sup>rd</sup> Phone: 308-239-4388

Taxton

Do you live in the City limits? Yes \_\_\_\_\_ No X

Name of Board or Committee you are interested in serving on:

RSVP Advisory

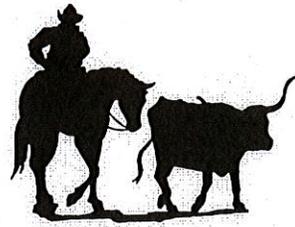
Reason you wish to serve or any addition information you would like to

provide: Volunterism is such an asset to our

Community, so it is fun to work with  
this Group - RSVP.

# City of Ogallala

411 East 2<sup>nd</sup> Street  
Ogallala, NE 69153  
Phone 308-284-3607  
City Fax 308-284-6565



## REQUEST TO SERVE ON CITY BOARDS OR COMMITTEES

Date: 12-2-13

Name: Marcia Barnhill

Address: 1435 E 11, Ogallala Phone: 308 284-4953

Do you live in the City limits? Yes  No

Name of Board or Committee you are interested in serving on:

RSVP

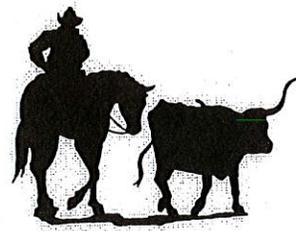
Reason you wish to serve or any addition information you would like to provide: I would like to continue serving our

community throu RSVP. This organization  
is a great asset and the volunteers are  
so important to the many stations.

# City of Ogallala

411 East 2<sup>nd</sup> Street  
Ogallala, NE 69153  
Phone 308-284-3607  
City Fax 308-284-6565

received  
12/17/13



## REQUEST TO SERVE ON CITY BOARDS OR COMMITTEES

Date: 12-18-13

Name: RYAN E. DICKINSON

Address: 1005 PARK HILL DR Phone: 308-284-8440

Do you live in the City limits? Yes  No

Name of Board or Committee you are interested in serving on:

OGALLALA TREE BOARD

Reason you wish to serve or any addition information you would like to provide: RENEW TERM.

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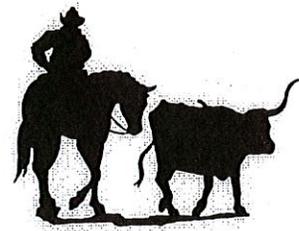
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# City of Ogallala

411 East 2<sup>nd</sup> Street  
Ogallala, NE 69153  
Phone 308-284-3607  
City Fax 308-284-6565



## REQUEST TO SERVE ON CITY BOARDS OR COMMITTEES

Date: 12-18-13

Name: Wendell Upright

Address: 1300 E A Phone: \_\_\_\_\_

Do you live in the City limits? Yes  No \_\_\_\_\_

Name of Board or Committee you are interested in serving on:

Tree Board

Reason you wish to serve or any addition information you would like to provide: been there, Done that.

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# MINUTE BOOK

CITY OF OGALLALA, NEBRASKA

## SPECIAL MEETING OF THE CITY COUNCIL

DECEMBER 10, 2013

A Special Meeting of the City Council of the City of Ogallala, Nebraska, was held at City Hall Council Chambers in said City on the 10<sup>th</sup> day of December 2013 at 6:00 o'clock P.M. Present were: President of the Council: Harold Peterson; Council Members: Darrell Bassett and Kevin Block. Absent: Karl Elmshaeuser and Rodger Rankin; City Manager-Aaron Smith; City Clerk-Treasurer: Jane M. Skinner.

Notice of the meeting was given in advance thereof by publishing one time in the Keith County News and posting at the City Hall Administration Building as shown by the Certificate of Publication and Posting Notice attached to these Minutes. Notice of this meeting was simultaneously given to the President and to all members of the Council on December 6, 2013 and a copy of their Acknowledgement of Receipt of Notice and the Agenda is attached to these minutes. Availability of the agenda was communicated in the advance notice and in the Notice to the President and Council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public. The President of the Council stated this meeting is being convened in accordance with the Open Meetings Act and acknowledged a copy of the Open Meetings Act being duly posted in the southeast Corner of Council Chambers.

Aaron Smith, City Manager lead discussion regarding the implementation of a formalize Capital Improvement Plan, possibly using Planit Software, including future water sources for the city.

Councilman Rankin entered the meeting at 6:05 P.M.

Aaron Smith, City Manager, discussed the priorities that he views is important from the individual discussions he has had with the council members, as well as city employees regarding water and storm water projects, streets, EMS services, library facility, Economic Development, including Business retention and expansion; the conditions of the underground water lines and sewer lines;

The City of Ogallala comprehensive plan was reviewed and the changes that have taken place since the plan was adopted in 2003. Main areas of concern are housing and mid-level jobs. LB 840 was discussed as a possible funding source for these concerns.

The condition of the streets was discussed and the need to continue the work that has begun with the street improvements that have been completed and prioritize the streets based upon the needs of the streets.

A library facility potential location was discussed. The options of the Searle Park site, Progress School site and the Middle School site were discussed.

Formal mid-year evaluation for Aaron Smith, City Manager, should be completed in the next couple of months.

Airport projects were discussed and the funding of the projects being largely subsidized by the federal government.

Aaron Smith discussed a wage and hour survey he would like to complete in the near future.

The EMS contract with Ogallala Rural Fire Department was discussed.

Bonded indebtedness of the city was discussed.

5.A.



# MINUTE BOOK

CITY OF OGALLALA, NEBRASKA

## SUMMARY OF MINUTES OF SPECIAL MEETING OF THE OGALLALA CITY COUNCIL

HELD AT CITY HALL COUNCIL CHAMBERS 6:00 P.M. DECEMBER 10, 2013

Present were: President of the Council: Harold Peterson. Council Members: Darrell Bassett and Kevin Block. Absent: Karl Elmshaeuser and Rodger Rankin. City Manager: Aaron Smith; City Clerk-Treasurer: Jane Skinner.

Topics discussed at the planning session included: Capital Improvement Plan.

Councilman Rankin entered the meeting at 6:05 P.M.

Discussion continued regarding priorities regarding water and storm water projects, streets, EMS services, library facility, Economic Development, including Business retention and expansion; the conditions of the underground water lines and sewer lines; the comprehensive plan, library facility, upcoming evaluation of City Manager, airport funding, wage and hour survey, the EMS contract with the Ogallala Rural Fire Department and the bonded indebtedness of the city were discussed.

Moved to adjourn at 7:01 P.M. Carried.

Jane M. Skinner, City Clerk

Harold L. Peterson, Council President

# MINUTE BOOK

CITY OF OGALLALA, NEBRASKA

## REGULAR MEETING OF THE CITY COUNCIL

DECEMBER 10, 2013

A Regular Meeting of the City Council of the City of Ogallala, Nebraska, was held at City Hall Council Chambers in said City on the 10<sup>th</sup> day of December 2013, at 7:30 o'clock P.M. Present were: President of the Council: Harold Peterson; Council Members: Darrell G. Bassett, Kevin Block, and Rodger Rankin. Absent: Karl Elmshaeuser. City Manager: Aaron Smith; City Clerk-Treasurer: Jane M. Skinner; City Attorney: Joshua Wendell.

Notice of the meeting was given in advance thereof by publishing one time in the Keith County News and posting at the City Hall Administration Building as shown by the Certificate of Publication and Posting Notice attached to these Minutes. Notice of this meeting was simultaneously given to the President and to all members of the Council on December 6, 2013 and a copy of their Acknowledgement of Receipt of Notice and the Agenda is attached to these minutes. Availability of the agenda was communicated in the advance notice and in the Notice to the President and Council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public. The President of the Council stated this meeting is being convened in accordance with the Open Meetings Act and acknowledged a copy of the Open Meetings Act being duly posted in the southeast Corner of Council Chambers.

Councilman Block moved to excuse Councilman Elmshaeuser from the December 10, 2013 City Council meeting. Councilman Rankin seconded the motion. The following council members voted Yes: Darrell Bassett, Kevin Block, Harold Peterson, and Rodger Rankin. No: None. Absent: Karl Elmshaeuser. Motion declared carried.

John Foust addressed the council regarding requirements for firework vendors within the city.

City Clerk Skinner presented the financial report for November 2013.

Councilman Block moved to approve the minutes of the regular meeting held November 26, 2013. Councilman Bassett seconded the motion. The following council members voted Yes: Darrell Bassett, Kevin Block, and Rodger Rankin. Abstain: Harold Peterson. No: None. Absent: Karl Elmshaeuser. Motion declared carried.

Councilman Bassett moved to approve the minutes of the special meeting held December 6, 2013. Councilman Block seconded the motion. The following council members voted Yes: Darrell Bassett, Kevin Block, Harold Peterson, and Rodger Rankin. No: None. Absent: Karl Elmshaeuser. Motion declared carried.

The council discussed a change in City Council Meeting time from 7:30 P.M. to 7:00 P.M. Consensus of the council was to have an ordinance prepared for the next City Council meeting reflecting that change for consideration.

Councilman Bassett questioned why the individual funding agreements were coming to the council for approval, having all been approved in the budget. The council directed City Manager Aaron Smith to sign all funding agreements as approved thru the budget process.

Travis Haggard, Keith County Area Development, addressed the council regarding the strategic plan update.

Councilman Block introduced resolution 1406 amending the special fee schedule for the City of Ogallala. Council President Peterson read the resolution by title and Councilman Bassett seconded the motion. Upon roll call vote, the following Council Members voted "Yes": Darrell Bassett, Kevin Block, Harold Peterson and Rodger Rankin. The following council Members voted "No": None. Absent: Karl Elmshaeuser. Motion declared

**MINUTE BOOK**  
CITY OF OGALLALA, NEBRASKA

carried and Resolution No. 1406 adopted, a copy of said Resolution being attached hereto and by this express reference, incorporated herein and made a part hereof.

Council President Peterson announced Ordinance 1307 was read for the first time on November 26, 2013. Council President Peterson read Ordinance 1307 by title, An Ordinance amending Section 36-102, Solid Waste Management prohibited accumulation and disposal, of the municipal code of the City of Ogallala Nebraska. Council President Peterson announced that Ordinance 1307 was read for the second time.

Councilman Block moved to accept the Road-Street-Highway Budget and Expenditure Report as presented. Councilman Bassett seconded the motion. The following council members voted Yes: Darrell Bassett, Kevin Block, Harold Peterson, and Rodger Rankin. No: None. Absent: Karl Elmshaeuser. Motion declared carried.

Councilman Bassett moved to direct the City Manager to pursue a new library facility and work with other organizations that may help facilitate this project. Councilman Block seconded the motion. The following council members voted Yes: Darrell Bassett, Kevin Block, Harold Peterson, and Rodger Rankin. No: None. Absent: Karl Elmshaeuser. Motion declared carried.

The City Council gave updates regarding their committee assignments as follows:

- A. Board of Health – Pete Peterson.
- B. Keep Keith County Beautiful – Buck Bassett.
- C. Library Board – Kevin Block.

There being no further business to come before the council, Councilman Block moved to adjourn. Councilman Rankin seconded the motion. The following council members voted Yes: Darrell Bassett, Kevin Block, Harold Peterson and Rodger Rankin. No: None. Absent: Karl Elmshaeuser. Motion declared carried and the meeting adjourned at 8:13 P.M.

\_\_\_\_\_  
Jane M. Skinner  
City Clerk

Approved:

\_\_\_\_\_  
Harold L. Peterson  
Council President

STATE OF NEBRASKA )  
  )  
COUNTY OF KEITH    ) SS.  
  )  
CITY OF OGALLALA    )

I, Jane M. Skinner, the undersigned, City Clerk for the City of Ogallala, Nebraska, hereby certify that all of the subjects included in the attached proceedings were contained in the Agenda for the meeting of December 10, 2013 kept continuously current and available for public inspection at the office of the City Clerk; that such subjects were contained in said Agenda for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the Minutes of the President and Council of the City of Ogallala, Nebraska, were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meeting of said body were provided

5.B.

**MINUTE BOOK**  
CITY OF OGALLALA, NEBRASKA

advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

\_\_\_\_\_  
Jane M. Skinner  
City Clerk

(S E A L)

**MINUTE BOOK**  
CITY OF OGALLALA, NEBRASKA

SUMMARY OF MINUTES OF REGULAR MEETING OF THE OGALLALA CITY  
COUNCIL

HELD AT CITY HALL COUNCIL CHAMBERS 7:30 P.M. DECEMBER 10, 2013

Present were: President of the Council: Harold Peterson; Council Members: Darrell Bassett, Kevin Block, and Rodger Rankin. Absent: Karl Elmshaeuser. City Manager: Aaron Smith; City Clerk-Treasurer: Jane Skinner; City Attorney: Joshua Wendell.

Moved to excuse Councilman Elmshaeuser from the December 10, 2013 City Council meeting. Carried.

John Foust addressed the council regarding requirements for firework vendors within the city.

Presented the financial report for November 2013.

Moved to approve the minutes of the regular meeting held November 26, 2013. Carried.

Moved to approve the minutes of the special meeting held December 6, 2013. Carried.

The council discussed a change in City Council Meeting time from 7:30 P.M. to 7:00 P.M. Consensus of the council was to have an ordinance prepared for the next City Council meeting reflecting that change for consideration.

Questioned why the individual funding agreements were coming to the council for approval, having all been approved in the budget. The council directed City Manager Aaron Smith to sign all funding agreements as approved thru the budget process.

Travis Haggard, Keith County Area Development, addressed the council regarding the strategic plan update.

Introduced and approved resolution 1406 amending the special fee schedule for the City of Ogallala.

Announced Ordinance 1307 was read for the first time on November 26, 2013. Read Ordinance 1307 by title, An Ordinance amending Section 36-102, Solid Waste Management prohibited accumulation and disposal, of the municipal code of the City of Ogallala Nebraska. Announced that Ordinance 1307 was read for the second time.

Moved to accept the Road-Street-Highway Budget and Expenditure Report as presented. Carried.

Moved to direct the City Manager to pursue a new library facility and work with other organizations that may help facilitate this project. Carried.

The City Council gave updates regarding their committee assignments as follows:

- A. Board of Health – Pete Peterson.
- B. Keep Keith County Beautiful – Buck Bassett.
- C. Library Board – Kevin Block.

Moved to adjourn at 8:13 P.M. Carried.

Jane M. Skinner, City Clerk

Harold L. Peterson, Council President



# MINUTE BOOK

CITY OF OGALLALA, NEBRASKA

SUMMARY OF MINUTES OF SPECIAL MEETING OF THE OGALLALA CITY  
COUNCIL

HELD AT CITY HALL COUNCIL CHAMBERS 12:10 P.M. DECEMBER 13, 2013

Present were: Council Members: Darrell Bassett, Harold Peterson, and Rodger Rankin.  
Absent: Kevin Block and Karl Elmshaeuser. City Manager: Aaron Smith; City Clerk-  
Treasurer: Jane Skinner.

The council members attended the employee appreciation luncheon.

Councilman Bassett exited the meeting at 12:21 P.M.

In the absence of a quorum, the meeting was declared adjourned at 12:21 P.M.

Jane M. Skinner, City Clerk

Harold L. Peterson, Council President

**CITY OF OGALLALA  
CLAIMS LISTING**

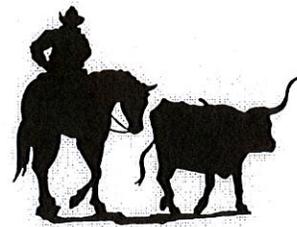
<u>Cash Account</u>	<u>Check #</u>	<u>CK Date</u>	<u>Ven #</u>	<u>Vendor Name</u>	<u>Ck Amount</u>	<u>Description</u>
47 12710	104	12/20/2013	WES02	WEST CENTRAL NE DEV DIST	558.88	47-HR ADMINISTRATIVE SVC
47 12710	104	12/20/2013	WES02	WEST CENTRAL NE DEV DIST	245.00	47-HR ADMINISTRATIVE SVC
<b>Housing Rehab</b>					<b>803.88</b>	

CITY OF OGALLALA  
CLAIMS LISTING

<u>Cash Account</u>	<u>Check #</u>	<u>CK Date</u>	<u>Ven #</u>	<u>Vendor Name</u>	<u>Ck Amount</u>	<u>Description</u>
47 12710	103	12/20/2013	MEL04	MELCHIOR CONTRACTING LLC	10,983.00	47-47-08-HO-3073-16
Housing Rehab					10,983.00	

# City of Ogallala

411 East 2<sup>nd</sup> Street  
Ogallala, NE 69153  
Phone 308-284-3607  
City Fax 308-284-6565



## REQUEST TO SERVE ON CITY BOARDS OR COMMITTEES

Date: Nov 5 2013

Name: Joe D Malone

Address: 1109 E 4<sup>th</sup> Phone: 308 289 3396

Do you live in the City limits? Yes  No

Name of Board or Committee you are interested in serving on:

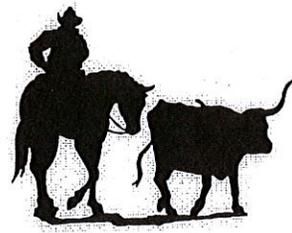
Planning Zoning

Reason you wish to serve or any addition information you would like to provide:

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

# City of Ogallala

411 East 2<sup>nd</sup> Street  
Ogallala, NE 69153  
Phone 308-284-3607  
City Fax 308-284-6565



## REQUEST TO SERVE ON CITY BOARDS OR COMMITTEES

Date: Dec 8, 13

Name: Ron Bloomquist

Address: 207 East 7<sup>th</sup> Phone: 289-1217

Do you live in the City limits? Yes  No

Name of Board or Committee you are interested in serving on:

Building & Planning

Reason you wish to serve or any addition information you would like to provide: Continuing service to the community.

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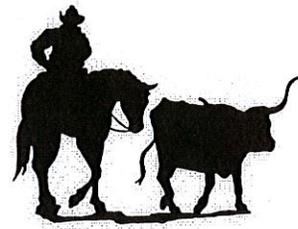
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# City of Ogallala

411 East 2<sup>nd</sup> Street  
Ogallala, NE 69153  
Phone 308-284-3607  
City Fax 308-284-6565



## REQUEST TO SERVE ON CITY BOARDS OR COMMITTEES

Date: 11-26-2013

Name: DARREI Hyberg SR

Address: 418 East A Phone: 289-8103

Do you live in the City limits? Yes  No

Name of Board or Committee you are interested in serving on:

PLANNING

Reason you wish to serve or any addition information you would like to provide: HAVE SERVED ON PLANNING AND ZONING

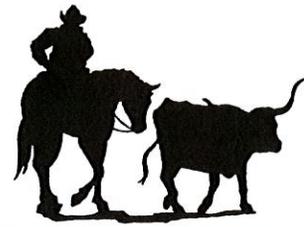
& AS FIRE CHIEF IN ANOTHER STATE, AND

AM NOW RETIRED

A large, stylized handwritten signature in black ink, appearing to read 'DARREI HYBERG SR', written across several horizontal lines.

# City of Ogallala

411 East 2<sup>nd</sup> Street  
Ogallala, NE 69153  
Phone 308-284-3607  
City Fax 308-284-6565



## REQUEST TO SERVE ON CITY BOARDS OR COMMITTEES

Date: 11.21.13

Name: THOMAS R. BECKLER

Address: PO Box 476 GROVELAND, FL Phone: 352-636-0957

Do you live in the City limits? Yes  No

Name of Board or Committee you are interested in serving on:

PLANNING COMMISSION

Reason you wish to serve or any addition information you would like to provide:

PLANNING ON FRONT STREET PURCHASE

BORN IN NORTH FLATTE

25 YEARS RESIDENTIAL & COMMERCIAL DESIGN

RETIRED CITY OF ORLANDO FIRE DEPT.

6 YRS U.S. NAVY — 74 YEARS OLD

## Jane Skinner

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**From:** Cheryl Roche <croche@esusixteen.org>  
**Sent:** Wednesday, December 18, 2013 1:26 PM  
**To:** jane.skinner@ogallala-ne.gov  
**Subject:** OYC Board Update

Hi Jane~

Today during the OYC monthly meeting it was recommended that Chrissa Schlake be reappointed to the OYC board.

Wishing you a very Merry Christmas!  
Cheryl Roche

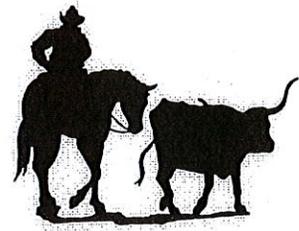
High Plains Early Learning Connections  
ESU 16  
Box 915  
Ogallala, NE 69153  
308.284.8481  
[croche@esusixteen.org](mailto:croche@esusixteen.org) NEW EMAIL ADDRESS

\* Empathy \* Connectedness \* Learner \* Developer \* Realtor \*

No virus found in this message.  
Checked by AVG - [www.avg.com](http://www.avg.com)  
Version: 2014.0.4259 / Virus Database: 3658/6931 - Release Date: 12/18/13

# City of Ogallala

411 East 2<sup>nd</sup> Street  
Ogallala, NE 69153  
Phone 308-284-3607  
City Fax 308-284-6565



## REQUEST TO SERVE ON CITY BOARDS OR COMMITTEES

Date: 11/30/13

Name: Chrissa Schlake

Address: 512 N. Spruce St., Ogallala Phone: (308) 284-1172

Do you live in the City limits? Yes  No

Name of Board or Committee you are interested in serving on:

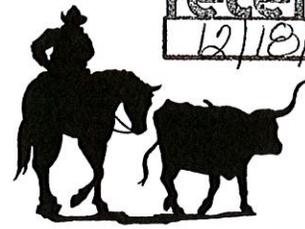
Ogallala Youth Committee

Reason you wish to serve or any addition information you would like to

provide: I currently serve on the Ogallala Youth Committee  
as Secretary. The group is making some very important  
decisions about the future of the committee and I look  
forward to what those changes will bring. I have extensive  
background in youth programming and enjoy putting those  
skills to use for the youth of Ogallala.

# City of Ogallala

411 East 2<sup>nd</sup> Street  
Ogallala, NE 69153  
Phone 308-284-3607  
City Fax 308-284-6565



## REQUEST TO SERVE ON CITY BOARDS OR COMMITTEES

Date: 12/17/13

Name: MORGAN DELEZENE MARDEN: (HAVERMANN)

Address: 1015 E. 6<sup>th</sup> St. Ogallala Phone: (308) 289-6768

Do you live in the City limits? Yes  No

Name of Board or Committee you are interested in serving on:

Ogallala Youth Committee

Reason you wish to serve or any addition information you would like to provide:

I want to get more active in the community  
and feel like this committee is something that  
I feel very strongly about. ~~But~~ I understand  
the need for great youth programs for all  
ages and feel I can dedicate my talents  
& time to this committee.

6.B.

**ORDINANCE 1308**  
**CITY OF OGALLALA, NEBRASKA**

**AN ORDINANCE AMENDING SECTION 25-201, MEETINGS OF COUNCIL GENERAL PROVISIONS, OF THE MUNICIPAL CODE OF THE CITY OF OGALLALA, NEBRASKA.**

**BE IT ORDAINED BY THE PRESIDENT AND CITY COUNCIL OF THE CITY OF OGALLALA, NEBRASKA:**

- Section 1. Section 25-201 **Meetings of Council General Provisions** section is amended of the Municipal Code of Ogallala, Nebraska as set forth in Exhibit "A".
- Section 2. Any other ordinance or section passed and approved prior to passage, approval, and publication of this ordinance and in conflict with its provisions is repealed.
- Section 3. This ordinance shall take effect and be in full force from and after its passage, approval, and publication as required by law.

**PASSED AND APPROVED THIS 20<sup>TH</sup> DAY OF DECEMBER 2013.**

\_\_\_\_\_  
Harold Peterson, Council President

ATTEST:

\_\_\_\_\_  
Jane M. Skinner, City Clerk

6.C

EXHIBIT "A"

**25-201. General provisions.**

(1) Generally.

(a) The meetings of the City Council shall be held in the Council Chambers in the City Administration Building.

(b) Regular meetings shall be held on the second and fourth Tuesday of each month at the hour of ~~7:30~~7:00 p.m.

(c) Special meetings may be called by the President of the Council, or by two Members of the City Council, or by the City Manager upon at least 24-hours written notice, the object of which shall be submitted to the City Council and the City Manager in writing. The call and object, as well as the disposition thereof, shall be entered upon the Journal by the City Clerk. On filing the call for a special meeting, the City Clerk shall notify the Council Members of the special meeting, stating the time and its purpose. Notice of a special meeting need not be given to a Council Member known to be out of the state, or physically unable to be present.

(d) A majority of the Members of the City Council shall constitute a quorum for the transaction of business, but a smaller number may adjourn from day to day and compel the attendance of the absent Members; provided, that on the request of any two Members, whether a quorum is present or not, all absent Members shall be sent for and compelled to attend.

(e) A majority vote of all Members shall be required to pass any measure. At the hour appointed for the meeting, the City Clerk shall proceed to call the roll of Members and announce whether a quorum is present. If a quorum is present, the Council shall be called to order by the President of the Council, if present, or if absent, by the Vice President of the Council. In the absence of both the President and the Vice President of the Council, the City Council Members shall elect a President pro tempore.

Statutory Reference: Neb. RS 19-517

(2) Change in office. On the first Tuesday in December following the general election in every even-numbered year, the Council shall meet in the Council Chambers at 7:30 p.m., and the newly elected Council Members shall assume the duties of their office. Thereafter, the Council shall meet at such time and place as it may prescribe by ordinance, but not less frequently than twice each month.

Statutory reference: Neb. RS 16-401, 16-402, 19-615

# Moul's Modern Builders LLC

98 RD WEST 80 SOUTH- OGALLALA, NE. 69153

[www.mmbonline.com](http://www.mmbonline.com)

308-284-4946

## CHANGE ORDER

**SUBMITTED TO: City of Ogallala**      **PHONE: 308-284-3607**      **DATE: 12/16/13**  
**STREET: 411 East 2<sup>nd</sup> St.**      **FAX:**  
**CITY, STATE, ZIP: Ogallala, Ne 69153**      **JOB LOCATION: 112 East 2<sup>nd</sup> St.**

**Moul's would like to ask for a 90 day extension on the Downtown Improvement Project.**

**Delays were caused do too several different things. We had problems with the dirt contractor not wanting to do things the way the engineer wanted them done. We had rain on 10/11/13 and on 10/14/13. We were not able to get back in the job site until the end of the week. We had to wait on NPPD to get everything changed over on the overhead power lines. They were using most of the job site for their trucks for almost a week. We had below freezing temperatures from 12/4/13 thru 12/9/13. We have brought in a ground heater to help us get the frost out of the ground. We should have all of the concrete poured by 12/24/13.**

**We would like to have more time so we can get the building erected properly and have decent weather to get the painting done without any problems.**

**There would be no extra costs to the City of Ogallala.**

**ACCEPTANCE OF CHANGE ORDER:** The above prices, specifications and Conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

**TOTAL: \$0.00**

**Date of acceptance:**

**Owner's Signature:**

**Contractor's Signature:**

6.D.

**ORDINANCE 1309**  
**CITY OF OGALLALA, NEBRASKA**

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF A WATER REVENUE BOND OF THE CITY OF OGALLALA, NEBRASKA, IN THE PRINCIPAL AMOUNT OF UP TO TWO MILLION SEVEN HUNDRED NINETEEN THOUSAND ONE HUNDRED NINETEEN DOLLARS (\$2,719,119) FOR THE PURPOSE OF PAYING THE COSTS OF CONSTRUCTING ADDITIONS AND IMPROVEMENTS TO THE EXISTING WATERWORKS PLANT AND DISTRIBUTION SYSTEM OF THE CITY; AUTHORIZING THE ISSUANCE OF SAID BOND IN THE FORM OF A PROMISSORY NOTE TO EVIDENCE A LOAN FROM THE NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY; APPROVING THE EXECUTION AND DELIVERY OF A LOAN CONTRACT WITH THE NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY; APPROVING RELATED DOCUMENTS WITH RESPECT TO SAID LOAN; PRESCRIBING THE FORM, TERMS AND DETAILS OF SAID BOND; PLEDGING AND HYPOTHECATING THE REVENUES AND EARNINGS OF THE WATERWORKS PLANT AND DISTRIBUTION SYSTEM OWNED BY THE CITY FOR THE PAYMENT OF SAID BOND; ENTERING INTO A CONTRACT ON BEHALF OF THE CITY WITH THE HOLDER OF SAID BOND; AUTHORIZING THE DELIVERY OF THE BOND TO THE NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY; DETERMINING THAT INTEREST ON SAID BOND SHALL NOT BE EXCLUDABLE FROM GROSS INCOME FOR PURPOSES OF FEDERAL INCOME TAXATION; PROVIDING FOR THE DISPOSITION OF THE BOND PROCEEDS AND ORDERING THE ORDINANCE PUBLISHED IN PAMPHLET FORM.**

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

**Section 1.** The Mayor and Council hereby find and determine as follows:

a) that the City presently owns and operates a waterworks plant and distribution system, which is hereby determined to be a revenue-producing facility under the provisions of Section 18-1803 to 18-1805, R.R.S. Nebraska, 2012, as amended;

b) that the City has issued and there remain currently outstanding the following revenue bonds which constitute a charge against the revenues of the water utility (collectively, the "Outstanding Bonds"):

Water Revenue and Refunding Bonds, 2011 Series, dated November 15, 2011, issued in the original principal amount of \$1,450,000 (the "2011 Bonds"), pursuant to an ordinance adopted by the Mayor and Council on October 11, 2011 (the "2011 Ordinance"), presently outstanding in the aggregate principal amount of \$995,000;

c) that the 2011 Bonds constitute the only presently-outstanding obligations for which the

6.E.

revenues of the water utility have been pledged;

d) that the City has the authority to pledge, to the extent required to secure the bonds herein contemplated, the revenues of the City's water utility;

e) the Nebraska Department of Environmental Quality ("NDEQ") has approved a project designated as NDEQ Project No. D311044 relating to the acquisition, construction, improvement, repair, rehabilitation or extension of the City's water utility (the "Water Project") for which the estimated total cost is not less than \$2,719,119 and NDEQ has agreed to lend the City funds in such amount (the "NDEQ Loan") and in such connection has agreed to accept the Bond (in such amount and as defined below) payable from the revenues of the water utility;

f) in connection with the Loan it will be necessary for the City to approve, execute and deliver an agreement entitled "Loan Agreement (Governmental Borrower) between the Nebraska Department of Environmental Quality and the City of Ogallala NDEQ Project No. D311044" (the "NDEQ Loan Contract") and it is necessary and advisable for the City to approve the execution and delivery of said NDEQ Loan Contract and the "Note" as described therein (for the borrowed amount of up to \$2,719,119, which Note shall evidence, be and constitute the NDEQ Note as herein authorized);

g) to satisfy the borrowing requirements described in this Section 1, it is necessary for the City to issue its Water Revenue Bond in the total principal amount of up to \$2,719,119 (the "Bond" and sometimes referred to herein separately as the "NDEQ Note" ) pursuant to Sections 18-1803 to 18-1805 R.R.S. Neb. 2012;

h) that under the terms of the ordinance(s) authorizing the Outstanding Bonds (the "Outstanding Bond Ordinances"), the City is permitted to issue "Additional Bonds" payable from the revenues of the water utility of the City on a parity with the lien of the Outstanding Bonds and equally and ratably secured therewith and entitled to the security and benefits of the Outstanding Bond Ordinances provided, however, that before any such Additional Bonds are actually issued, the revenues of the water utility, for the fiscal year next preceding the date of the authorization of such Additional Bonds, after deducting therefrom all costs of operation and maintenance of the water utility for such fiscal year and before deduction of depreciation or interest as based on a certified public accountants report shall have been equal to 1.25 times the average annual bond requirements of the Outstanding Bonds, any Additional Bonds then outstanding and the Additional Bonds proposed to be issued (and if a statement from a certified public accountant for the year next preceding the date of authorization of such Additional Bonds is not yet available, the City may use the statement of a certified public accountant for the year immediately preceding the year next preceding the date of authorization of the proposed Additional Bonds; provided that the Treasurer for the City shall certify, based upon the unaudited financial information then available, that there were no material events (including results of operations of the water utility) which would adversely affect the determination of debt service coverage based upon such prior year's statement);

i) the revenues of the water utility, for the fiscal year next preceding the date of the authorization of such Additional Bonds (of for the next preceding year, if applicable and

appropriately certified in accordance with the Outstanding Bond Ordinances), after deducting therefrom all costs of operation and maintenance of the water utility for such fiscal year and before deduction of depreciation or interest as based on a certified public accountants report, are not less than \$500,000.00;

j) average annual bond requirements of the Outstanding Bonds and the Bond (determined by adding all of the principal and interest which will become due when computed to the absolute maturity of the Outstanding Bonds and all of the principal and interest of the Bond to be issued, and dividing such total by the number of years remaining that the longest bond of any such issue of bonds (including the Bonds) has to run to maturity) is not more than \$200,000.00; and

k) all conditions, acts and things required by law to exist or to be done precedent to the issuance of said Bond as provided for in this Ordinance and as an Additional Bond equal in lien to the Outstanding Bonds do exist and have been done in regular and due form and time as required by law.

**Section 2.** Unless the context shall clearly indicate otherwise, the following terms shall have the following meanings when used in this Ordinance:

a) the “water utility” shall mean the waterworks plant and water system of the City, as now existing and all additions (including any additional systems which might hereafter be lawfully included in the water utility of the City), extensions and improvements hereafter made;

b) “revenues” shall mean all the rates, rentals, fees, charges, earnings and other monies from any source whatever derived by the City through its ownership and operation of its water utility;

c) “Bond” shall mean the Bond authorized to be issued pursuant to Section 3 of this Ordinance at any time outstanding; and

d) “Additional Bonds” shall mean any bond including refunding bonds authorized and issued pursuant to the provisions of Section 13 of this Ordinance at any time outstanding, which are payable on a parity with the Bond and equally and ratably secured therewith.

**Section 3.** To provide for paying the costs of the Water Project as described in Section 1 hereof, there shall be and there are hereby ordered issued the City’s Water Revenue Bond in the form of a single promissory note (referred to in this Ordinance sometimes as the “Bond” or the “NDEQ Note”) in the principal amount not to exceed \$2,719,119 with such note to be in such form and to have such payment terms as are set forth in Exhibit A to this Ordinance which exhibit is by such reference incorporated herein as if fully set forth. In connection with the NDEQ Note, the City shall also enter into the Loan Agreement (Governmental Borrower) between the Nebraska Department of Environmental Quality and the City of Ogallala Nebraska NDEQ Project No. D311044” (the “NDEQ Loan Contract”) in substantially the form set forth in Exhibit B to this Ordinance, which exhibit is by such reference incorporated herein as if fully set forth. The terms of the NDEQ Note and the NDEQ Loan Contract are hereby approved and the Mayor and City Clerk are hereby authorized to execute and deliver the NDEQ Note and the

NDEQ Loan Contract with such changes from the forms presented and attached hereto as such officers shall deem appropriate for and on behalf of the City. The Mayor and City Clerk and any other officer or officers of the City are hereby further authorized to take such further actions and to execute such certificates and other documents as shall be deemed necessary or appropriate by any of them in connection with the issuance and delivery of the NDEQ Note and the NDEQ Loan Contract. For all purposes of this Ordinance, the NDEQ Note shall constitute a revenue bond of the City as authorized by Sections 18-1803 to 18-1805, R.R.S. Neb. 2012, as amended, and shall be included within the terms "bond" and "combined revenue bond" where such inclusion is appropriate. Additional notes may be issued to NDEQ as Additional Bonds upon compliance with the terms of Section 13 of this Ordinance.

**Section 4.** The City Clerk shall make and certify in duplicate transcripts of the proceedings of the Mayor and Council with respect to the 2013 NDEQ Note, which shall be retained on file with the City and the other of which shall be delivered to the City's special bond counsel.

**Section 5.** The City hereby pledges and hypothecates all of the revenues of the water utility for the payment of, the Bond, the Outstanding Bonds and any Additional Bonds, both principal and interest as the same fall due. The pledge of the revenues of the water utility provided for in this Ordinance for the Bond, the Outstanding Bonds and any Additional Bonds, subject to the right of the City to issue Additional Bonds as provided in this Ordinance, is intended as a first and prior pledge of, lien on and security interest in the revenues of the water utility for the payment of principal and interest of the Bond, the Outstanding Bonds and any Additional Bonds, superior to any pledge or promise made with respect to any other indebtedness of the City as to its water utility and is intended to be a full exercise of the powers of the City provided for in Sections 18-1803 to 18-1805, R.R.S. Neb. 2012, with respect to its water utility.

**Section 6.** The City will maintain and collect rates and charges for all water service furnished from its water utility adequate to produce revenues sufficient at all times:

- (a) to provide for the payment of interest on and principal of the Bond, the Outstanding Bonds and any Additional Bonds as such interest and principal become due;
- (b) to pay all reasonable costs of operation and maintenance of the water utility, including adequate insurance as provided by this Ordinance and to pay for the necessary and reasonable repairs, replacements and extensions of said water utility;
- (c) to establish and maintain a Water Utility Bond Reserve Account and Improvement and Extension Account as hereinafter set forth.

**Section 7.** The entire revenues derived from the operation of the water utility shall be set aside as collected and be deposited in a separate fund previously established in connection with the issuance of the Outstanding Bonds (and which is hereby ratified and affirmed) and which is

and shall be known as the "Water Utility Fund". The moneys in the Water Utility Fund shall be properly earmarked and deposit shall be made in a bank or banks designated by the Council and be secured as provided by law for public deposits. The City shall maintain as long as the Bond, the Outstanding Bonds or Additional Bonds are outstanding hereunder the following accounts for the administration of said Fund:

I. OPERATION AND MAINTENANCE ACCOUNT: The City shall set aside in this account each month an amount sufficient for the operation and maintenance of its water utility and the expenses of maintenance and operation of said utilities shall be paid out of this account. The City is expressly authorized to pay from the Operation and Maintenance Account to the City's General Fund, an amount reasonably attributable to the water utility's share of the costs of the City office, City Administration's office and salaries and related personnel costs of the various City officials and offices.

II. WATER UTILITY REVENUE BOND ACCOUNT: Out of said Fund the City shall pay into the Water Utility Revenue Bond Account, beginning on the first day of the first calendar month after the issuance and delivery of the Bond an amount such that if the same amount were credited on the first day of each calendar month from such date of credit until the next payment date upon which any amount falls due on the Bond, the Outstanding Bonds and any Additional Bonds outstanding, whether for principal or interest, the amount accumulated by such monthly credits would equal the amount falling due on such payment date on such bonds, provided however, that such credits shall be required only as and to the extent that such payments are not provided from other sources. All such transfers to the Water Utility Revenue Bond Account shall be made in such amounts and at such times that there will be sufficient sums in such Account to meet the required payments due on such bonds. Transfers from such Account shall be made to the respective paying agents (or direct payee) for each such issue.

III. WATER UTILITY BOND AND INTEREST RESERVE ACCOUNT: There has previously been established with respect to the 2011 Bonds a 2011 Bond Sub-Account as a sub-account of the Water Utility Bond and Interest Reserve Account (previously established) the sum of \$145,000. No sub-account is being established with respect to the Bond. The monies in this Account shall from time to time be used only for the payment of principal and interest of bonds for which a particular sub-account has been established and to make up any deficiency which may occur in the Water Utility Revenue Bond Account with respect to the such Bonds. In the event that any money is expended from a Sub-Account for a particular series of bonds so as to reduce the amount on hand below the required amount the City will transfer each month all revenues of the water utility available in the Water Utility Fund, after making the required payments into the Operation and Maintenance Account and Water Utility Revenue Bond Account, until the required balance has been restored. Said required balance attributable to any particular series of bonds shall no longer be required to be maintained after such series of bonds is no longer outstanding. Any Ordinance authorizing Additional Bonds may (but shall not be required to) provide for a separate reserve sub-account for such Additional Bonds, into which payments, in the case of any withdrawal or deficiency, may be made on a pro rata basis (in accordance with the respective outstanding principal amounts) with

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payments for the other sub-accounts established with respect to outstanding bonds.

IV. IMPROVEMENT ACCOUNT: After providing for the Operation and Maintenance Account and after making the payments hereinabove required to be made into the Water Utility Revenue Bond Account and the Water Utility Bond and Interest Reserve Account, the City shall, from funds on hand, credit to the Improvement Account (previously established in connection with the 2011 Bonds) the sum of \$145,000; once the Improvement Account has accumulated \$145,000 no further payments shall be made unless money is expended, at which time the monthly deposits in the amount of \$3,000 shall commence so as to restore said account to the balance of \$145,000. Money in the Improvement Account may not be applied to pay principal and interest on the Bond, the Outstanding Bonds or any Additional Bonds and shall be used for the repair, replacement, extension and improvement of the water utility upon order of the Mayor and Council.

V. SURPLUS ACCOUNT: After providing for the required payments into the Operation and Maintenance Account, the Water Utility Revenue Bond Account, the Water Utility Bond and Interest Reserve Account and the Improvement Account, all of the remaining revenues shall be credited to the Surplus Account. All monies credited to the Surplus Account, from whatever source, shall be used only for the following purposes, with priority to be given in the order set out:

A. Filling any deficiency in required monthly payments in the Operation and Maintenance Account, the Water Utility Revenue Bond Account, the Water Utility Bond and Interest Reserve Account and the Improvement Account.

B. So long as no deficiency exists in required monthly payments in the Accounts set out in this Section 7, payment may be made to the City annually, semiannually or quarterly as and in lieu of tax payment which can be used by the City for any purpose authorized by law a sum which shall be determined by the Mayor and Council and which may be in any amount available in the Surplus Account after deducting from the credits to this Account any amount used to fill deficiencies into any of the Accounts set out in this Section 7.

C. Accelerating the payments of the required fund balance of the Water Utility Revenue Bond Account, the Water Utility Bond and Interest Reserve Account or the Improvement Account.

D. Any lawful purpose in connection with the water utility of the City.

E. Retiring the Bond, the Outstanding Bonds or Additional Bonds prior to their maturity under their option provisions or by purchase on the open market.

Monies on deposit in the Water Utility Fund which have not as yet been credited to an Account therein in accordance with this section, and monies credited to the Operation and Maintenance Account and the Water Utility Revenue Bond Account may, to the extent practicable and reasonable, be invested in direct general obligations of or obligations the principal and interest of which are unconditionally guaranteed by the United States of America maturing in the cases of monies invested from the Water Utility Fund by not later than the first business day of the month next following such investment and maturing in the case of monies invested from the Operation and Maintenance Account and the Water Utility Revenue Bond Account at such times and in such amounts as shall be required to provide monies to make the payments to be made from said Accounts. Monies credited to the Water Utility Bond and Interest Reserve Account shall be invested in direct obligations of or obligations the principal and interest of which are unconditionally guaranteed by the United States of America maturing or redeemable at stated fixed prices at the option of the holder not more than eight years from the date of such investment. Monies credited to the Improvement Account and the Surplus Account shall be invested in such obligations as are permitted by law for cities of the class of which the City is one, maturing at such times not later than ten years from the date of such investment and in such amounts as shall be determined by the City in accordance with its estimate of the payments to be made from said Accounts and, if permitted by law, in Outstanding Bonds or Additional Bonds, which bonds so purchased shall be held for the credit of said Accounts and not canceled, and in Revenue Bond Anticipation Notes of the City and in Paving, Water and Sewer Warrants of the City which are to be funded by the issuance of bonds of the City. All interest and income derived from monies to the credit of the Water Utility Fund, the Operation and Maintenance Account and the Surplus Account shall, when realized and collected, be credited to the said Fund or to the respective Account from which such investments were made. All monies and income from investments made from monies credited to the Water Utility Revenue Bond Account and from monies credited to the Water Utility Bond and Interest Reserve Account and the Improvement Account shall, when realized and collected, be credited to the respective account from which such investments were made, unless there shall then be credited thereto the respective amounts then required by paragraphs II, III and IV of this Section 7, in which event such interest and income shall be credited to the Surplus Account. All investments held for the credit of any Fund or Account may be sold when required to make the payments to be made from such Fund or Account. Any monies credited to the Water Utility Fund or any Account therein which are not invested shall be secured in the manner provided by law for the security of funds of cities of the class of which the City is one. It is understood that the revenues of the water utility are to be credited to the various Accounts hereinabove described in the order in which said Accounts have been listed and if within any period the revenues are insufficient to credit the required amounts in any of the said Accounts, the deficiencies shall be made up the following period or periods after payments into all Accounts enjoying a prior claim on the revenues have been made in full.

**Section 8.** The City will not hereafter grant any franchise or right to any person, firm or corporation to own or operate a water system in competition with that owned by the City.

**Section 9.** The City shall keep proper books of record and account, separate and apart from all other records and accounts, showing complete and correct entries of all transactions relating to the water utility and the holders of any of the Bond, the Outstanding Bonds or of any

Additional Bonds or any duly authorized agent or agents of such holders shall have the right at all reasonable times to inspect all records, accounts and data relating thereto and to inspect said systems and all properties comprising the same. Within sixty (60) days following the close of each fiscal year the City shall cause an audit of such books and accounts to be made by an independent firm of certified public accountants showing the receipts and disbursements for account of the water utility, and such audit will be available for inspection by the holders of any of the aforesaid bonds. Each such audit, in addition to whatever matters may be thought proper by the accountant to be included therein, shall include the following:

1. A statement in detail of the income and expenditures of each component of the water utility for such fiscal year.
2. A balance sheet as of the end of such fiscal year.
3. The accountant's comment regarding the manner in which the City has carried out the requirements of this Ordinance and the accountant's recommendation for any changes or improvements in the operation of the water utility or the components thereof.
4. A list of the insurance policies in force at the end of the fiscal year setting out as to each policy the amount of the policy and risks covered, the name of the insurer and the expiration date of the policy.
5. The number of metered water customers at the end of the year.

All expenses incurred in the making of the audits required by this section shall be regarded and paid as a maintenance and operation expense. The City shall furnish a copy of each such audit to the original purchaser of the Bond, the Outstanding Bonds and of any series of Additional Bonds, and to any holder of at least twenty-five percent (25%) of any issues of bonds outstanding, upon request, after the close of each fiscal year, and said purchaser or any such holder shall have the right to discuss with the accountant making the audit the contents of the audit and to ask for such additional information as each may require.

**Section 10.** The City Treasurer and the City Clerk shall be bonded, in addition to their official bonds, by an insurance company or bonding company licensed to do business in Nebraska in amounts sufficient to cover at all times all the revenues and earnings of the water utility placed in their hands. Any other person employed by the City in the collection or handling of monies derived from the operation of said property shall also be bonded in an amount sufficient to cover all monies which may at any time be placed in such person's hands. The amount of such bonds shall be fixed by the Council and the cost thereof shall be paid from the earnings of said water utility and they shall secure the faithful accounting of all monies.

**Section 11.** The City will carry adequate insurance on the water utility in such amounts as are normally carried by private companies engaged in similar operations, including, without limiting the generality of the foregoing, fire and windstorm insurance, public liability insurance and any insurance covering such risks as shall be recommended by a consulting engineer. The

cost of all such insurance shall be regarded and paid as an operation and maintenance expense. All such insurance policies shall be in such form and amount as shall be approved or recommended by a consulting engineer. All insurance monies, except from public liability insurance, shall be deposited into the Improvement Account and shall be used only in making good the loss or damage in respect of which they were paid either by repairing the property damaged or replacing the property destroyed, and expenditures from said monies shall be made only upon a certificate issued by a consulting engineer and filed with the City Clerk stating that the proceeds, together with any other monies available for such purposes, are sufficient for the repair or replacement of any such properties; and when the City shall have been furnished with a certificate of a consulting engineer stating that the property damaged or destroyed has been fully repaired or replaced and such repairs or replacements have been fully paid for, the residue, if any, of such insurance monies shall be transferred to the Water Utility Bond and Interest Reserve Account of the Water Utility Fund to make up any deficiency in said account, if any such deficiency exists, and if no such deficiency exists said residue shall be transferred to the Water Utility Fund and credited to the Accounts provided for in Section 7 in the same manner as other revenues of the water utility. If the proceeds of any insurance shall be insufficient to repair or replace the property damaged or destroyed, the City may use and shall pay out for such purpose, to the extent of such deficiency, any money remaining in the Improvement Account and the Surplus Account. If in the opinion of a consulting engineer the proceeds of any insurance, together with any amount then available for that purpose in the Improvement Account and the Surplus Account, shall be insufficient to fully complete and pay for such repairs or replacements and if the City shall fail to supply such deficiency from other sources within a period of six months after receipt by the City of such insurance monies, or if in the opinion of a consulting engineer it is to the best interest of the City not to repair or replace all or any part of the damaged properties and that failure to repair or replace the damaged properties shall not affect the sufficiency of the income and revenue from the remaining properties to properly maintain and operate the same, provide funds for the Water Utility Fund, Water Utility Revenue Bond Account and Water Utility Bond and Interest Reserve Account, as herein provided for, then such insurance monies to the extent not applied to repair or replace the damaged properties shall be deposited in the Water Utility Bond and Interest Reserve Account as described in Section 7 hereof and used for the purposes for which said account has been created, so as to fill said account to its required balance, or if said account is filled to its required balance, then to the Surplus Account. If the holders of sixty percent (60%) or more in principal amount of the Bond, the Outstanding Bonds and any Additional Bonds at the time outstanding hereunder shall at any time direct the City in writing to do so, then any insurance monies theretofore credited to the Improvement Account or the Surplus Account and then in the hands of the City shall be used for extensions and betterments of the water utility or applied to the pro rata payment of the principal of and accrued interest on all such bonds then outstanding hereunder. The proceeds of any and all policies for public liability shall be paid to the respective claimants or to the City Treasurer to be held and used in paying the claims on account of which they were received.

**Section 12.** The City will maintain the water utility in good condition and operate the same in an efficient manner and at a reasonable cost. The City agrees with the holder of the Bond that the City will continue to own, free from all liens and encumbrances, and will adequately maintain and efficiently operate said water utility; provided, however, the City may sell for cash property which is recommended to be sold by the manager or superintendent of

utilities, or an independent Consulting Engineer, and which is determined as a matter of record by the Council to have become obsolete, non-productive or otherwise unusable to the advantage of the City.

**Section 13.** Nothing in this Ordinance shall be construed in such a manner as to prevent the issuance by the City of Additional Bonds payable from the revenues of the water utility of the City on a parity with the lien of the Bond and equally and ratably secured therewith and entitled to the security and benefits of this Ordinance; provided, however, that before any such Additional Bonds are actually issued, the revenues of the water utility, for the fiscal year next preceding the date of the authorization of such Additional Bonds, after deducting therefrom all costs of operation and maintenance of the water utility for such fiscal year and before deduction of depreciation or interest as based on a certified public accountants report shall have been equal to 1.25 times the average annual bond requirements of the Bond, the Outstanding Bonds, any Additional Bonds then outstanding and the Additional Bonds proposed to be issued or such revenues would have met such test by applying the provisions of the second paragraph of this Section 13. If a statement from a certified public accountant for the year next preceding the date of authorization of such Additional Bonds is not yet available, the City may use the statement of a certified public accountant for the year immediately proceeding the year next preceding the date of authorization of the proposed Additional Bonds; provided that the Treasurer for the City shall certify, based upon the unaudited financial information then available, that there were no material events (including results of operations of the water utility) which would adversely affect the determination of debt service coverage based upon such prior year's statement. For this purpose the average annual bond requirements shall be determined by adding all of the principal and interest which will become due when computed to the absolute maturity of the Bond, the Outstanding Bonds and Additional Bonds, if any, then outstanding and all of the principal and interest of the Additional Bonds to be issued, and dividing such total by the number of years remaining that the longest bond of any such issue of bonds (including the Additional Bonds to be issued) has to run to maturity. In the event of the issuance of Additional Bonds payable from the Water Utility Revenue Bond Account, as authorized above, sufficient additional net revenues may be deposited to the Water Utility Bond and Interest Reserve Account in a separate sub-account for such Additional Bonds as shall be determined appropriately by the Mayor and Council. The City may, at is option, deposit in said account available funds from other sources, provided, however, the City shall not in any event be required by this Ordinance to accumulate in the Water Utility Bond and Interest Reserve Account an amount in excess of the maximum amount permitted to be invested without yield restriction under Sections 103(b) and 148 of the Internal Revenue Code of 1986, as amended, and applicable regulations of the United States Treasury Department, both as then currently in effect.

In the event any change in the rates, rentals and charges for the use and service of the water utility has been made during the preceding fiscal year or during the interval between the end of such fiscal year and the issuance of such Additional Bonds, or in the event the City shall covenant in the ordinance or ordinance authorizing the issuance of such Additional Bonds to impose, effective upon the issuance of such Additional Bonds, higher rates, rentals and charges for such use and service, compliance with the provisions of this Section 13 may be evidenced by a certificate of an independent Consulting Engineer or firm of Consulting Engineers or independent Certified Public Accountant or firm of Certified Public Accountants to be filed with

the City Clerk prior to the issuance of any such Additional Bonds. Such certificate shall state fully the facts upon which such certificate is based and, if it is a certificate of the Consulting Engineer or firm of Consulting Engineers, shall have attached thereto the certified financial statement for the fiscal year next preceding (or the fiscal year yet next preceding) the date of authorization of such Additional Bonds used by the Consulting Engineer or firm of Consulting Engineers in arriving at the conclusion stated in said certificate. The Consulting Engineer or independent Certified Public Accountant of the City shall, in determining the earnings for such fiscal year adjust the collections to reflect the result as if such changed rates, rentals and charges, or such higher rates, rentals and charges had been in existence for such entire preceding fiscal year period, and the amount of such net collections and adjusted earnings as aforesaid shall be conclusive evidence and the only evidence required to show compliance with the provisions and the requirements of this Section 13.

Additional Bonds may also be issued without compliance with the foregoing requirement that the revenues of the water utility for the preceding fiscal year shall have been equal to 1.25 times average annual bond requirements, provided that prior to issuing such Additional Bonds, the City shall have received a projection made by a Consulting Engineer or a firm of Consulting Engineers, recognized as having experience and expertise in municipal utility systems, projecting that the revenues of the water utility, after deducting therefrom all costs of operation and maintenance and before deduction of depreciation or interest, in each of the five full fiscal years after the issuance of such Additional Bonds, will be at least equal to 1.25 times the average annual bond requirements, calculated as hereinabove described, on all bonds then outstanding and payable from the revenues of the water utility, and such Additional Bonds proposed to be issued. In making such projection the Consulting Engineer shall use as a basis the revenues of the water utility during the last year for which an independent audit has been prepared and shall adjust such revenues as follows:

- 1) to reflect changes in the rates which have gone into effect since the beginning of the year for which the audit was made;
- 2) to reflect such engineer's estimate of the net increase over or net decrease from the revenues of the water utility for the year for which the audit was made by reason of:
  - a) changes in the amounts payable under existing utility service contracts,
  - b) additional general operating income from sales to customers under existing rate schedules for the various classes of customers, or as such schedules may be revised under a program of change which has been adopted by the Mayor and Council of the City,
  - c) projected revisions in labor, wages, salary, fuel, machinery, equipment and supply costs,
  - d) revisions in production, transmission and distribution and in administration costs associated with increases in sales of water utility

services due to the acquisition of the additional facilities or due to other causes,

e) changes in costs of other water utility services, and

f) such other projections of revenues and expenses as the consulting engineer deems reasonable and proper.

Average annual bond requirements shall be determined as described above provided that requirements relating to the proposed Additional Bonds to be issued may be estimated by the Consulting Engineer, but no such Additional Bonds shall be issued based upon such projections if the actual requirements for the proposed Additional Bonds are in excess of the amount so estimated (on a final estimated basis) by the Consulting Engineer.

If the City shall find it desirable, the City shall also have the right when issuing Additional Bonds to combine with its water utility any other utility or utilities of the City authorized to be combined under Sections 18-1803 through 18-1805 R.R.S. Nebraska 2012, and to cause all of the revenues of all such combined utility systems to be paid into the Water Utility Fund (which may be redesignated as appropriate), and to provide that all of the Bond, the Outstanding Bonds and any Additional Bonds previously issued, all as then outstanding, and the proposed issue of Additional Bonds shall be payable from the revenues of such water utility and such additional utility or utilities as combined and shall stand on a parity and in equality as to security and payment, provided, however, no utility shall be combined with the water utility as contemplated in this paragraph unless the City is current with all the payments required to be made into the accounts created in Section 10 and the net revenues of the water utility shall and such additional utility or utilities, as combined, shall satisfy at least one of the requirements for Additional Bonds provided in this Section 13. For purposes of meeting such requirements, the definition of revenues shall include the revenues and earnings of the additional utility or utilities and take into consideration the ordinary expenses of operating and maintaining such additional utility or utilities and for such purposes any engineer furnishing projections may take into consideration the factors described in the second or third paragraphs of this Section 13 with respect to such additional utility or utilities.

If, prior to the payment of the bonds herein authorized, it shall be found desirable to refund Bond, the Outstanding Bonds or any Additional Bonds then outstanding, under the provisions of any law then available, said bonds or any part thereof may be refunded without the consent of the holders thereof and the refunding obligations so issued shall enjoy complete equality of lien with the portion of the bonds which is not refunded, if any there be, and the refunding obligations shall continue to enjoy whatever priority of lien over subsequent issues may have been enjoyed by the bonds refunded, provided, however, that unless all of the outstanding bonds are being refunded, the total of the interest and principal payment obligation in any succeeding year shall not be greater, after such refunding, than it would have been in each such succeeding year without such refunding without the consent of the holders of the unrefunded portion of said bonds. Refunding bonds shall also be permitted to be issued in accordance with the first three paragraphs of this Section 13 and for purposes of calculating average annual bond requirements, the City shall not be required to include principal or interest

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due on any bonds to be refunded, from and after the time that such refunded bonds shall no longer be outstanding under the terms of their authorizing ordinance.

**Section 14.** Nothing herein contained shall prevent the City from issuing bonds, revenue notes or other forms of indebtedness, the payment of the principal and interest of which is a charge upon all or a portion of the revenues of the water utility, junior or inferior to the Bond, the Outstanding Bonds and to the payments to be made into the Operation and Maintenance Account, the Water Utility Revenue Bond Account and the Water Utility Bond and Interest Reserve Account, and the City shall have the right to pay interest thereon and the principal thereof, as long as no deficiency exists in the payments into such Accounts, from funds available for improvements and enlargements to the water utility of the City or from other funds which are available for such debt service.

**Section 15.** While any of the Bond is outstanding, the City will render bills to all customers for water and, subject to applicable statutes and rules, if bills are not paid within sixty days after due, such utility service will be discontinued. The City agrees that it will make appropriate charge for use of water service by all properties of the City connected to the water utility.

**Section 16.** Except for amendments which are required for the correction of language to cure any ambiguity or defective or inconsistent provisions, omission or mistake or manifest error contained herein, no changes, additions or alterations of any kind shall be made by the City in the provisions of this Ordinance in any manner; provided, however, that from time to time the holders of sixty percent (60%) in principal amount of the Bond, the Outstanding Bonds and of Additional Bonds outstanding authorized hereunder (not including any of said bonds credited to any of the accounts set out in Section 10 of this Ordinance or any other of said bonds owned or controlled directly or indirectly by the City) by an instrument or instruments in writing signed by such holders and filed with the City Clerk shall have power to assent to and authorize any modification of the rights and obligations of the City and of the holders of the Bond, the Outstanding Bonds and of Additional Bonds and the provisions of this Ordinance that shall be proposed by the City, and any action authorized to be taken with the assent and authority given as aforesaid of the holders of sixty percent (60%) in principal amount of said bonds shall be binding upon all holders of said Bond, the Outstanding Bonds and Additional Bonds at the time outstanding hereunder and upon the City as fully as though such action were specifically and expressly authorized by the terms of this Ordinance; provided, always, that no such modification shall be made which will (a) extend the time of payment of the principal of or interest on any of said bonds or reduce the principal amount thereof or the rate of interest thereon; or (b) give to any of said bonds any preference over any other of said bond or bonds; or (c) authorize the creation of any lien prior to the pledge of the revenues afforded by this Ordinance for the Bond, the Outstanding Bonds and any Additional Bonds; or (d) reduce the percentage in principal amount of said outstanding bonds required to assent to or authorize any such modification. Any modification of the provisions of this Ordinance made as aforesaid shall be set forth in a supplemental ordinance to be adopted by the Mayor and City Council of said City.

**Section 17.** So long as any of the Bond, the Outstanding Bonds or any Additional Bonds of equal lien are outstanding, each of the obligations, duties, limitations and restraints imposed

upon the City by this Ordinance shall be deemed to be a covenant between the City and every holder of said bonds, and this Ordinance and every provision and covenant thereof shall constitute a contract of the City with every holder from time to time of said bonds. Any holder of a 2011 Bond or Additional Bond or Bonds may by mandamus or other appropriate action or proceeding at law or in equity in any court of competent jurisdiction enforce and compel performance of this Ordinance and every provision and covenant thereof including, without limiting the generality of the foregoing, the enforcement of the performance of all duties required by the City by this Ordinance and the applicable laws of the State of Nebraska, including in such duties the making and collecting of sufficient rates, rentals, fees or charges for the use and service of the water utility, the segregation of the revenues of said systems and the application thereof to the respective Fund and Accounts referred to and described in Section 10 of this Ordinance. Any holder of a 2011 Bond or Additional Bond, in the event of any default in payment of principal or interest on any such bond, shall be entitled to the appointment of a receiver for the water utility to take possession of the water utility, to manage the water utility and receive and apply the revenues of the water utility in accordance with the terms of this Ordinance.

**Section 18.** The City's obligations under this Ordinance and the liens, pledges, dedications, covenants and agreements of the City herein made or provided for shall be fully discharged and satisfied as to any Bond, the Outstanding Bonds or Additional Bonds issued hereunder, and said bonds shall no longer be deemed outstanding hereunder, if such bonds shall have been purchased and canceled by the City or, as to any of said bonds not theretofore purchased and canceled by the City, when payment of the principal of and any applicable redemption premium, if any, on such bonds plus interest thereon, to the respective dates of maturities or redemption (a) shall have been made or caused to be made in accordance with the terms thereof; or (b) shall have been provided for by depositing in escrow with any state or national bank having trust powers, or trust company, in trust solely for such payment (i) sufficient monies to make such payment or (ii) direct general obligations of or obligations the principal and interest of which are unconditionally guaranteed by the United States of America (herein referred to as "Government Obligations") in such amount and bearing interest payable and maturing or redeemable at stated fixed prices at the option of the holder as to principal at such time or times as will insure the availability of sufficient monies to make such payment, and such bonds shall cease to draw interest from the date of their redemption or maturity and, except for the purposes of such payment, shall no longer be entitled to the benefits of this Ordinance except for payment from such deposit and shall no longer be considered as outstanding; provided that, with respect to any such bonds called or to be called for redemption, the City shall have duly given notice of redemption, or made irrevocable provision for giving such notice. Any such monies so deposited with the aforesaid bank or trust company as provided in this section may be invested and reinvested in Government Obligations at the direction of the City, and all interest and income from all such Government Obligations in the hands of the aforesaid bank or trust company which is not required to pay principal or interest on such bonds for which deposit has been made shall be paid to the City as and when realized and collected. For purposes of this Section 18, such Government Obligations shall be non-callable or callable only at the option of the holder. With respect to any deposit made for purposes of satisfying the Series 2013 Bond, under this Section 18, there shall be furnished to NDEQ and the Nebraska Investment Finance Authority ("NIFA") an opinion of nationally recognized bond counsel that such deposit for

payment of the Series 2013 Bond, will not adversely affect the exclusion for interest from gross income for federal tax purposes on any bonds issued by NIFA to provide funds for deposit into the Nebraska Drinking Water Facilities Loan Fund and/or the Wastewater Treatment Facilities Construction Loan Fund (as applicable) and the furnishing of such opinion shall be a condition required to be satisfied prior to the making of any such deposit in trust for payment and satisfaction with respect to the Series 2013 Bond, unless the Series 2013 Bond then being defeased are to be prepaid and redeemed within 60 days from the time of such deposit.

**Section 19.** If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

**Section 20.** All ordinances, ordinances or orders or parts thereof in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

**Section 21.** The Bond shall be sold to NDEQ in accordance with the terms of the NDEQ Loan Contract, and the City Treasurer is authorized to deliver the Bond to NDEQ as provided in and subject to the conditions in the NDEQ Loan Contract. The proceeds of the Bond shall be applied to pay costs as described in the NDEQ Loan Contract. The Mayor and City Clerk of the City are hereby authorized to do all things and execute all such documents as may by them be deemed necessary and proper to complete the issuance and sale of the Bond and the execution and delivery of the NDEQ Loan Contract as contemplated by this Ordinance.

**Section 22.** The Mayor and Council hereby expressly declare the intent and understanding that interest on the Bond shall not be excludable from gross income under the terms of Section 103 of the Internal Revenue Code of 1986, as amended, and the City as issuer shall not file any information report with respect to the issuance of the Bond pursuant to Section 149(e) of said Code.

**Section 23.** This Ordinance shall be published in pamphlet form and take effect as provided by law.

PASSED AND APPROVED this 20<sup>th</sup> day of December 2013.

\_\_\_\_\_  
Mayor

ATTEST:

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

(S E A L)

6.E.



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**LOAN AGREEMENT**  
(Governmental Borrower)

Between

**NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY**

and

**CITY OF OGALLALA, NEBRASKA**

**NDEQ PROJECT NO. D311044**

**DATED AS OF DECEMBER 20, 2013**

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*The interest of the Nebraska Department of Environmental Quality ("NDEQ") in the interest portion of the Loan Repayments to be made by the Borrower (the "Revenues") under this Loan Agreement has been or may be pledged and assigned to the Nebraska Investment Finance Authority ("NIFA") pursuant to a Pledge Agreement between NDEQ and the NIFA. The interest of NIFA in the Revenues has been or may be Pledged as security for the payment of the principal of, redemption premium, if any, and interest on NIFA's Drinking Water Facilities Loan Fund Revenue Bonds.*

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DRAFT

6.E.

**NEBRASKA DRINKING WATER FACILITIES LOAN FUND  
LOAN AGREEMENT**

THIS LOAN AGREEMENT No. D311044 (the "Loan Agreement"), is entered into by and between the STATE OF NEBRASKA, acting by and through the Nebraska Department of Environmental Quality ("NDEQ") and the CITY OF OGALLALA, NEBRASKA (the "Borrower").

W I T N E S S E T H :

- WHEREAS, the federal Safe Drinking Water Act, including the Safe Drinking Water Amendments Act of 1996, as amended (the "Federal Act") established a state revolving fund program and, to fund the state revolving fund program, the United States Environmental Protection Agency ("EPA") will make annual capitalization grants to the states under CFDA #66.468 (Safe Drinking Water State Revolving Fund), on the condition that each state provide an appropriate match for such state's revolving fund; and

WHEREAS, Neb. Rev. Stat. § 71-5318 empowers the Director of NDEQ to loan available funds in the Loan Fund (as defined herein) to borrowers pursuant to the Drinking Water State Revolving Fund Act, Neb. Rev. Stat. §§ 71-5314 to 71-5327, as amended (the "Act"), and rules and regulations adopted under such Act; and

WHEREAS, under the Act, the Director of NDEQ is given the responsibility for administration and management of the Loan Fund; and

WHEREAS, the Nebraska Investment Finance Authority ("NIFA") is authorized under Neb. Rev. Stat. § 58-201 et seq. and the Act to issue revenue bonds for the purpose of providing funds for NDEQ to loan to Borrowers within the State of Nebraska for the acquisition, construction, improvement, repair, rehabilitation or extension of safe drinking water projects (as defined in the Act), in order to provide the state match requirements of the Federal Act; and

WHEREAS, pursuant to such authorization, NIFA proposes to issue from time to time its Drinking Water State Revolving Loan Fund revenue bonds for the purpose of providing funds to NDEQ to loan to persons owning or operating public water supply systems in Nebraska to pay those eligible portions of the costs of acquiring, constructing, improving, repairing, rehabilitating or extending safe drinking water projects (as defined in the Act), in order to provide the state match requirements of the Federal Act; and

WHEREAS, NDEQ has entered into a pledge agreement with NIFA dated as of June 26, 2000 (the "Pledge Agreement"), pursuant to which NDEQ has pledged the interest portion of Loan Repayments (as defined herein) and certain other revenues to NIFA for the payment of the principal of, redemption premium, if any, and interest on Drinking Water State Revolving Fund Revenue Bonds, Series 2000A, dated as of June 2000; and on its Drinking Water State Revolving Fund Revenue Bonds, Series 2008A dated as of October 23, 2008; and on its Drinking Water State Revolving Fund Revenue Bonds, Series 2010A dated as of December 2, 2010; and

WHEREAS, the Borrower is an "owner" as defined in Neb. Rev. Stat. § 71-5316(7); and

WHEREAS, the project to be financed under this Loan Agreement and described in Exhibit 1 (the "Project") is a safe drinking water project as defined in Neb. Rev. Stat. § 71-5316(9); and

WHEREAS, the Project Cost (as hereinafter defined) is based upon estimates of the Borrower and at times during or at completion of construction the loan amount may be adjusted by NDEQ pursuant to Section 2.01 of this Loan Agreement; and

WHEREAS, the Project is included in the most recent Drinking Water State Revolving Fund Intended Use Plan developed by NDEQ and approved by the Nebraska Environmental Quality Council and EPA; and

WHEREAS, NDEQ has approved the Borrower's application for a loan from federal funds and state match funds if and when received by and made available to NDEQ pursuant to the Federal Act and the Act to finance Project Costs;

NOW, THEREFORE, for and in consideration of the award of this Loan Agreement by NDEQ, the Borrower agrees to complete its Project and to perform under this Loan Agreement in accordance with the conditions, covenants and procedures set forth below:

## Article I

### DEFINITIONS

The following terms as used in this Loan Agreement shall, unless the context clearly requires otherwise, have the following meanings:

"Act" means the Drinking Water State Revolving Fund Act, Neb. Rev. Stat. §71-5314 to 71-5327, as amended.

"Additional Water Revenue Obligations" means any obligation for the payment of money undertaken by the Borrower which is payable from or secured by a pledge of, or lien upon, the Water System Revenues incurred after the date of execution and delivery of this Loan Agreement, and all Existing Water Revenue Obligations.

"Authorized Representative" means the person or persons authorized pursuant to a resolution or ordinance of the governing body of the Borrower to perform any act or execute any document relating to this Loan Agreement.

"Borrower" means City of Ogallala, Nebraska that is a party to and is described in the first paragraph of this Loan Agreement, and its successors and assigns.

"Cut-off Date" means the date established by NDEQ at the Project's final inspection prior to which the Borrower will make the final disbursement request for eligible Project Costs.

"Due Date" means the dates specified for payment of principal and interest on the Loan as specified in Section 2.05.

"Event of Default" means any occurrence of the following events:

(a) Failure by the Borrower to pay, or cause to be paid, any Loan Repayment required to be paid hereunder when due.

(b) Failure by the Borrower to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under this Loan Agreement, other than as referred to in paragraph (a) of this definition, which failure shall continue for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to the Borrower by NDEQ, unless NDEQ shall agree in writing to an extension of such time prior to its expiration. If the failure stated in such notice is correctable but cannot be corrected within the applicable period, NDEQ may not unreasonably withhold its consent to an extension of such time up to 90 days from the delivery of the written notice referred to above, if corrective action is instituted by the Borrower within the applicable period and diligently pursued until the Event of Default is corrected.

(c) Failure by NDEQ to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under this Loan Agreement which shall continue for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to NDEQ by the Borrower, unless the Borrower shall agree in writing to an extension of such time prior to its expiration. If

the failure stated in such notice is correctable but cannot be corrected within the applicable period, the Borrower may not unreasonably withhold its consent to an extension of such time up to 90 days from the delivery of the written notice referred to above if corrective action is instituted by NDEQ within the applicable period and diligently pursued until the Event of Default is corrected.

(d) The discovery that any representation made by or on behalf of the Borrower in this Loan Agreement, or in any instrument furnished in compliance with or with reference to this Loan Agreement or the Loan, is false or misleading in any material respect.

(e) The discovery that any representation made by or on behalf of NDEQ in this Loan Agreement, or in any instrument furnished in compliance with or with reference to this Loan Agreement, is false or misleading in any material respect.

(f) The filing of a petition by or against the Borrower under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Loan Agreement or thereafter enacted, unless, in the case of any such petition filed against the Borrower, such petition is dismissed within 30 days after such filing and such dismissal shall be final and not subject to appeal.

(g) Failure of the Borrower generally to pay its debts as such debts become due.

(h) Any event of default under any Existing Revenue Obligation or Additional Revenue Obligation of the Borrower.

*"Existing Water Revenue Obligation"* means any obligation for a payment of money undertaken by the Borrower which is payable from or secured by a pledge of, or lien upon, the Water System Revenues existing or outstanding at the time of execution and delivery of this Loan Agreement by the Borrower.

*"GAAP"* means generally accepted accounting principles as applicable to the Public Water Supply System.

*"Indebtedness"* means any financial obligation of the Borrower evidenced by an instrument executed by the Borrower, including this Loan, Existing Water Revenue Obligations, Additional Water Revenue Obligations, general obligation bonds or notes, leases or lease-purchase agreements or similar financial transactions.

*"Initiation of Operation"* means the date on which the Borrower places the Project in operation or the Project is capable of being placed in operation for the purposes for which it was planned, designed and built.

*"Late Payment"* means any payment that is not received within 15 days of the due date.

*"Loan"* means the loan made by NDEQ to the Borrower to finance or refinance all or a portion of the Project Costs pursuant to this Loan Agreement.

*"Loan Agreement"* means this Loan Agreement, including the Attachments hereto, as it may be properly supplemented, modified or amended.

*"Loan Amount"* means the actual amount (not to exceed the amount specified in Section 2.01 hereof) of the Loan which NDEQ disburses to the Borrower pursuant to this Loan Agreement.

*"Loan Fund"* means the Drinking Water Facilities Loan Fund created pursuant to Neb. Rev. Stat. § 71-5318(1).

*"Loan Repayments"* means the payments of the Loan required to be made by the Borrower pursuant to Section 2.05 of this Loan Agreement.

"*Loan Terms*" means the terms of this Loan Agreement provided in Article II of this Loan Agreement.

"*Municipality*" means the City of Ogallala, Nebraska that is a party to and is described in the first paragraph of this Loan Agreement, and its successors and assigns.

"*Municipality Fiscal Year*" means the twelve-month period ending on September 30 of each year.

"*Municipality Ordinance*" means the Municipality's Ordinance No. \_\_\_\_\_ passed and adopted \_\_\_\_\_, 2013, as supplemented and amended.

"*NDEQ*" means the Nebraska Department of Environmental Quality established pursuant to Neb. Rev. Stat. § 81-1501 et seq., as amended.

"*Net Revenues Available for Debt Service*" means, for any Municipality Fiscal Year and with respect to the Water System, such System Revenues for the year, less the ordinary and necessary expense of operating such System during the year, but not reduced by (a) charge for interest and principal or capital lease payments paid on Water Revenue Obligations or (b) charge for depreciation.

"*NIFA*" means the Nebraska Investment Finance Authority, a public body politic and corporate and an instrumentality of the State, and its successors and assigns established pursuant to Neb. Rev. Stat. § 58-201 et seq., as amended.

"*Note*" means a promissory note of the Borrower with respect to the Loan in the form of Attachment F to this Loan Agreement.

"*Parity Water Obligation*" means any Water Revenue Obligation the lien of which on the Municipality's Water System Revenues stand on a parity basis with the lien of this Loan Agreement pursuant to the Municipality Ordinance.

"*Project*" means the acquisition, construction, improvement, repair, rehabilitation or extension of the Public Water Supply System, including land, owned or operated by the Borrower and described in Exhibit 1 to this Loan Agreement, which constitutes a safe drinking water project for which NDEQ is making a Loan to the Borrower pursuant to this Loan Agreement.

"*Project Costs*" means costs or expenses necessary or incident to the Project which are directly attributable thereto and which in the determination of NDEQ are eligible under the Act and the Federal Act. Project Costs are described in Attachment B.

"*Public Water Supply System*" means a public water supply system, as defined in Neb. Rev. Stat. § 71-5301(9).

"*Regulations*" means Title 131, Nebraska Department of Environmental Quality, and any amendments thereto promulgated by NDEQ pursuant to the Act.

"*Retainage*" means construction costs held back by the Borrower from the payments due to the contractor to assure satisfactory completion of the construction contract.

"*Water Revenue Obligation(s)*" means (a) the Loan; (b) any revenue bonds of the Borrower outstanding from time to time and payable from, or secured by a pledge of or lien upon, Water System Revenues; and (c) any capital leases entered into by the Borrower the rentals of which are payable from, or secured by a pledge of or lien upon, Water System Revenues.

"*SEC Rule*" means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as such rule may be amended from time to time or such other similar rule regarding disclosure of information in securities transactions.

"State" means the State of Nebraska acting, unless otherwise specifically indicated, by and through NDEQ and its successors and assigns.

"System Revenues" means the revenues derived by the Borrower from the fees and charges for the use and services furnished by or through the Borrower's Public Water Supply System.

"Trustee" means Wells Fargo Bank, N.A., as Trustee under the Master Trust Indenture dated as of June 26, 2000 by and from NIFA to the Trustee, pursuant to which bonds have been and will be issued.

"User Charge System" means the methodology used to assess user charge fee(s) for the users of the Public Water Supply System owned or operated by the Borrower.

## Article II

### LOAN CONDITIONS AND TERMS

**Section 2.01. Amount of the Loan.** Subject to all of the terms, provisions and conditions of this Loan Agreement, and subject to the availability of State and federal funds, NDEQ will loan an amount not to exceed two million seven hundred nineteen thousand one hundred nineteen dollars (\$2,719,119) to the Borrower to pay a portion of the Project Costs. This Loan also includes DWSRF Loan Forgiveness of up to five hundred forty three thousand eight hundred twenty four dollars (\$543,824). The forgiveness of a portion of the principal of the Loan, if any, shall be effective only upon the completion of the Project in accordance with this Loan Agreement, including compliance with the requirements of DWSRF, as determined by NDEQ, and Initiation of Operation. The amount of such Loan Forgiveness shall be stated on the final Attachment A repayment schedule prepared by NDEQ following disbursement of the full Loan Amount and Initiation of Operation. The actual amount of the Loan (and any Loan Forgiveness) may be reduced without revision of any other terms, provisions or conditions of this Loan Agreement, other than adjustment by NDEQ to the Loan Repayment Schedule set forth in Attachment A hereto, to reflect the Loan Amount (and any amount of Loan Forgiveness), based upon reductions in the actual total Project Costs as determined following the completion of construction of the Project. The Borrower must make provision for the payment of all costs exceeding the Loan Amount, provided that the Borrower may request that NDEQ provide supplemental loan funds through a separate loan agreement, the approval of which shall be dependent on availability of unobligated funds in the Loan Fund and NDEQ's subsequent written approval of such request in its sole discretion upon such additional terms, conditions and covenants as NDEQ may then require.

**Section 2.02. Term of the Loan.** The Borrower agrees to begin repayment of principal and interest on the Loan Amount within one year from the date of Initiation of Operation, but no later than three years from the date of the Loan, and to repay such Loan in full no later than 20 years from Initiation of Operation and to pay all principal, interest, administrative fees and penalty fees when due.

**Section 2.03. Interest Rate.** The interest rate on the Loan Amount is determined by NDEQ pursuant to Regulations and the Intended Use Plan. The interest rate on this loan amount disbursed to the Borrower pursuant to this Loan Agreement during the period of construction shall be 2.0% and after the date of Initiation of Operation shall be 2.0% per annum (calculated on the basis of a year equaling 360 days made up of 12 months of 30 days each). For the purposes of this paragraph "construction" shall mean the period between the date of this Loan Agreement and the date of Initiation of Operation.

**Section 2.04. Disbursement of Loan.** Upon receipt of a disbursement request for work completed accompanied by any certification from the Borrower required by NDEQ, NDEQ shall make progress disbursements that correspond to such request of the Loan Amount to be used by the Borrower for Project Costs. The Borrower may obtain a copy of the disbursement record upon request to NDEQ. Each disbursement shall be upon warrant by the State and shall be equal to that portion of the unobligated principal of the Loan Amount incurred for Project Costs to the date of the request for disbursement from the

Borrower. Submitted requests for disbursement must be supported by proper invoices for Project Costs, a certificate of the Authorized Representative to the effect that all representations made in this Loan Agreement remain true as of the date of the request and that no adverse developments affecting the financial condition of the Borrower or its ability to complete the Project or to repay the Loan have occurred since the date of this Loan Agreement, and other documentation acceptable to and approved by NDEQ. Disbursement requests should be submitted before the first or the fifteenth of each month to facilitate timely processing. All disbursement requests must be made prior to the Cut-off Date established at the Project's final inspection by NDEQ.

The Borrower may request disbursement of the Loan Amount for eligible Project Costs, when such Project Costs have been incurred and are due and payable to project contractors. However, actual payment of such Project Costs by the Borrower is not required as a condition of a payment request. Disbursement requests will be processed on or about the fifth and twentieth day of each month. Any Retainage withheld by the Borrower corresponding to the progress payment made to any contractor will be withheld by NDEQ until such Retainage is either reduced or released to the contractor by the Borrower.

The Borrower shall submit a draft of the operation and maintenance manual for the Project to NDEQ before disbursements exceed 75% of the Project Costs. The Borrower shall submit a final operation and maintenance manual to NDEQ and receive approval before disbursements exceed 95% of the Project Costs or final disbursement, whichever comes first.

#### **Section 2.05. Loan Payments.**

(a) **Principal and Interest Payments.** The Borrower shall pay to NDEQ, or at the direction of NDEQ, to NIFA or the Trustee, on or before the due dates specified below, but shall be obligated to pay only from the sources specified in Section 3.02 hereof, appropriate installments of principal and interest until all principal and interest due on the Loan to NDEQ has been paid in full. Installments of principal and interest (total debt service) shall be paid semiannually on December 15 and June 15 of each year in accordance with the Loan Repayment Schedule in Attachment A.

NDEQ will send the Borrower an invoice for each required payment at least 30 days prior to the due date. When a Loan disbursement occurs after invoices are mailed, NDEQ will include adjustments for interest and fee charges on the next semiannual invoice.

(b) **Optional Prepayment of the Loan.** The Borrower may not prepay the Loan, together with any accrued interest in whole or in part within 5 years of the Loan Date if the Borrower has received Loan Forgiveness as part of this Loan Agreement. After 5 years, the Borrower may make a partial prepayment of the Loan Amount only if the prepayment amount is greater than the lesser of 10% of the outstanding Loan Amount or \$50,000. NDEQ shall prepare a new Loan Repayment Schedule to revise Attachment A following receipt of any partial prepayment of the Loan.

(c) **Mandatory Prepayment of Loan.** If the Borrower receives a grant from any source for any portion of the Project Costs for which a portion of the Loan Amount has been disbursed and is outstanding under this Loan Agreement, such portion of the Loan Amount shall become immediately due and payable.

(d) **Delinquent Payment Penalty and Penalty Interest.** Payments shall be considered delinquent if not received within 15 days of the due date and for any such delinquent payment; the Borrower agrees to pay a 5% administrative penalty on the delinquent amount. In addition, the Borrower agrees to pay penalty interest on any such delinquent payment at the rate of 1% per month of the amount of such delinquent payment from and after the due date until it is paid.

**Section 2.06. Administrative Fee.** The Borrower shall pay to NDEQ, or at the direction of NDEQ, to NIFA or the Trustee, an annual administrative fee of 1% per annum of the Loan Amount to be paid in semiannual installments of 0.5% of the Loan Amount outstanding on the date invoices are mailed in

accordance with the Loan Repayment Schedule in Attachment A. The fee is waived for the first year of the loan.

**Section 2.07. Project Schedule.** The Borrower agrees to perform steps of the Project in accordance with the following schedule of milestone dates:

- (a) December 2013, Loan date
- (b) January 2014, Construction start
- (c) December 2014, Initiation of Operation
- (d) December 2014, Substantial completion of construction

**Section 2.08. Disadvantaged Business Enterprises.** The Borrower agrees that 10% of the Loan Amount shall be the objective for proposed Disadvantaged Business Enterprises (Small Business Enterprise/Minority Business Enterprise/Women's Business Enterprise/Small Business Rural Area), Including Historically Black Colleges and Universities ("DBE/HBCU") subagreement work under this Loan Agreement. The Borrower shall take affirmative steps to assure that small, minority and women's businesses pursuant to 40 C.F.R. 31.36(e) and small businesses in rural areas pursuant to 13 C.F.R. 121.2 are used when possible as sources of supplies, construction and services. Affirmative steps shall include the following:

- (a) Placing disadvantaged business enterprises, including minority, women's, small businesses and small businesses in a rural area and historically black colleges and universities on solicitation lists;
- (b) Assuring that disadvantaged business enterprises and historically black colleges and universities are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by disadvantaged business enterprises;
- (d) Establishing delivery schedules, where the requirement permits, which encourage participation by disadvantaged business enterprises;
- (e) Using the services and assistance of the Small Business Administration and Minority Business Development Agency of the United States Department of Commerce; and
- (f) Requiring the prime contractor to take the affirmative steps listed above.

In addition, the Borrower agrees to submit to NDEQ a completed SF 334 form within 15 days after the end of each federal fiscal quarter during which the Borrower or its contractors award any subagreements to a disadvantaged business enterprise for building and building-related services and supplies.

**Section 2.09. Public Water Supply System Ordinances/User Charge Systems** The Borrower agrees to adopt and implement such changes to its Public Water Supply System Ordinance/User Charge System as determined by NDEQ from time to time to be necessary to comply with the Regulations. The Borrower agrees that it shall not modify or amend or make additions to or deletions from its Public Water Supply System Ordinance/User Charge System without the consent of NDEQ during the term of this Loan Agreement.

**Section 2.10. Other Conditions and Terms.**

(a) **Engineering Services.** The Borrower shall provide and maintain competent and adequate engineering supervision and resident inspection during construction.

(b) **Construction Contract Award.** The Borrower shall obtain NDEQ concurrence and authorization prior to award of the construction contract.

(c) **Initiation of Operation.** The Borrower shall provide written notification to NDEQ of the date of Initiation of Operation of the Project. On failure of the Borrower to set an acceptable Initiation of Operation date NDEQ will look at the construction record and set the Initiation of Operation date.

(d) **Construction Completion.** The Borrower shall provide written notification to NDEQ of the construction completion date of the Project.

(e) **Capacity Development.** The Borrower agrees to maintain a system of records for annual review and reporting of technical, managerial, and financial capacity of the public water supply system to demonstrate continued compliance with the requirements of the Nebraska Safe Drinking Water Act as provided under Title 179 NAC2 and the requirements of an operating permit, as issued by the Nebraska Department of Health and Human Services Regulation and Licensure effective October 1, 1999 for new community water supply systems, and October 1, 2000 for existing community water supply systems.

(f) **Contractor's Security.** The Borrower agrees to require any contractor of the Project to post separate performance and payment bonds or other security approved by NDEQ in the amount of the bid.

(g) **Certified Operator.** The Borrower agrees to provide a certified operator pursuant to Title 179 NAC2 Regulations Governing Public Water Supply Systems.

(h) **Site Title and Easements.** The Borrower must certify that site title, including all easements and rights-of-way necessary to allow construction of the Project, has been obtained prior to award of the construction contract (i.e., all real property has been acquired, bona fide options have been taken or formal condemnation proceedings have been initiated for necessary real property).

(i) **Contractor's Payments.** The Borrower agrees to make prompt payment to its contractor(s) of sums due for construction and to retain only such amounts as may be justified by specific circumstances and provisions of the construction contract.

(j) **Bid Solicitation.** The Borrower agrees that all bid solicitations will include the following statement:

The prospective participants must certify by submittal of EPA Form 5700-49 "Certification Regarding Debarment, Suspension and Other Responsibility Matters" that, to the best of its knowledge and belief, it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.

(k) **Debarment or Suspension.** The Borrower acknowledges that doing business with any party appearing in the "List of Parties Excluded from Federal Procurement or Non Procurement Programs" may result in disallowance of federal funds under this Loan Agreement and may also result in suspension or debarment under 40 C.F.R. Part 32.

(l) **Other Federal Requirements.** The Borrower agrees to comply with other applicable Federal Requirements in Attachment D hereto.

(m) **Project Sign.** The Borrower agrees to display the project sign provided by NDEQ. The sign will remain the property of NDEQ and will be retrieved soon after project completion. The Borrower will remove the sign for NDEQ when requested.

(n) **Employment under Public Contracts, LB 403.** The Borrower agrees to comply with the provisions of LB403, approved by the Governor April 8, 2009. The following language is required and will be included in all contracts made with contractors and is a pass through requirement for his or her subcontractors.

"The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee. If the Contractor is an individual or sole proprietorship, the following applies: 1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us); 2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program; and, 3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108"

#### **(o) Prevailing Wage**

All laborers and mechanics employed by contractors and sub contractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Public Law 111-88 shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C.App.) and section 3145 of title 40, United States Code.

The Borrower is responsible to insure compliance with the prevailing wage requirements and will include the following information in the contract documents:

Contractors and subcontractors on USEPA federally assisted construction projects are required to pay their laborers and mechanics not less than those established by the U.S. Department of Labor. A current wage decision containing the appropriate building and/or heavy type rates shall be included in the specifications. In addition, labor standard provisions, Davis Bacon and Related Acts, for federally assisted contracts shall be placed in the federal assurances of project specifications.

If an areawide decision or classification does not exist for the type of work to be performed, building or heavy, a decision or request for authorization of additional classification and rate must be requested from the Labor Department using the Standard Form 1444, Request for Authorization of Additional Classification and Rate available on the web and can be completed on line at: <http://www.wdol.gov/docs/sf1444.pdf>. These types of decisions or classifications are project specific, i.e. they are applicable only to the project for which they are requested and may not be used on any other project. Project decisions generally have an expiration date of 180 days after the date of issuance. Modifications or reissued decisions are applicable to a project if received by NDEQ not less than 10 days prior to bid opening. Modifications to classification and wage rates after bid opening shall be paid to all workers performing work in the new or modified classification from the first day on which work is performed in the additional classification as approved by the Administrator of the Wage and Hour Division, Employment Standards Administration, US Department of Labor.

Weekly Payrolls shall be submitted by the contractor to the Borrower or the Borrower's representative utilizing the Department of Labor Form WH-347. A webform which can be completed on-line

is found at [www.dol.gov/whd/forms/wh347.pdf](http://www.dol.gov/whd/forms/wh347.pdf). Instructions are also found on-line. The Borrower may also be required to submit copies of the Weekly Payrolls to NDEQ. As to each payroll copy received, the Borrower shall provide written confirmation on a form supplied by NDEQ indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The Borrower or Borrower's representative shall periodically interview a sufficient number of the contractor's or subcontractor's employees entitled to Davis Bacon prevailing wages to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The Borrower must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 form are available at <http://www.gsa.gov>. At a minimum, the Borrower or the Borrower's representative should conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. EPA has issued a waiver from the two week interview interval requirements by a November 16, 2012, EPA Memorandum, Class Deviation – Prevailing Wage Interview Interval Requirement in Clean Water and Drinking Water State Revolving Funds (CWSRF and DWSRF) Capitalization Grants. The provision for two week interview intervals is not a regulatory or statutory requirement and has been superseded by the class deviation. The Borrower or Borrower's representative should conduct such interviews if and when the Borrower or Borrower's representative finds it necessary to ensure that contractors are complying with the prevailing wage requirements.

(p) **Human Trafficking.** Under the requirements of Section 106 of the Trafficking Victims Protection Act of 2000, as amended, the following provisions apply to this award:

"The Municipality, its employees, sub-recipients under this award, and sub-recipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under the award."

### Article III

## REPRESENTATIONS AND COVENANTS OF BORROWER

**Section 3.01. Representations of the Borrower.** The Borrower represents as follows:

(a) **Organization and Authority.**

(i) The Borrower is a city, town, City, district, association or other public body created by or pursuant to the constitution and statutes of the State of Nebraska.

(ii) The Borrower has full legal right and authority and all necessary licenses and permits required as of the date hereof to own, operate and maintain its Public Water Supply System, to carry on its activities relating thereto, to execute and deliver this Loan Agreement, to undertake and complete the Project, and to carry out and consummate all transactions contemplated by the Loan.

(iii) The proceedings of the Borrower's governing body conducted to approve this Loan Agreement and approve its execution, issuance and delivery on behalf of the Borrower, and authorizing the Borrower to undertake and complete the Project, have been duly and lawfully convened and conducted and the resolution of the Borrower's governing body approving such matters has been duly and lawfully adopted.

(iv) This Loan Agreement has been duly authorized, executed and delivered on behalf of the Borrower and constitutes the legal, valid and binding obligation of the Borrower enforceable in accordance with its terms, except to the extent that enforceability may be limited by laws related to bankruptcy, insolvency or other similar laws affecting creditors' rights generally and general principles of equity.

(b) **Full Disclosure.** To the best knowledge of the Borrower, after due investigation, there is no fact that the Borrower has not disclosed to NDEQ in writing on the Borrower's application for the Loan or otherwise anything that materially adversely affects or that will materially adversely affect the properties, activities of its Public Water Supply System, or the ability of the Borrower to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreement under this Loan Agreement.

(c) **Non-Litigation.** There is no controversy, suit or other proceeding of any kind pending or threatened questioning, disputing or affecting in any way (i) the legal organization of the Borrower or its boundaries, (ii) the right or title of any of its officers to their respective offices, (iii) the legality of any official act taken in connection with obtaining the Loan, (iv) the constitutionality or validity of the indebtedness represented by this Loan Agreement, (v) any of the proceedings had in relation to the authorization or execution or the pledging of the revenues of the Borrower's Public Water Supply System under this Loan Agreement, or (vi) the ability of the Borrower to make all Loan Repayments or otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

(d) **Compliance with Existing Laws and Agreements.** The authorization, execution and delivery of this Loan Agreement by the Borrower, and the performance by the Borrower of its duties, covenants, obligations and agreements thereunder, will not violate any law to which the Borrower is subject or breach any agreement to which the Borrower is a party.

(e) **No Defaults.** No event has occurred and no condition exists that would constitute an Event of Default. The Borrower is not in violation of any agreement which would materially adversely affect the ability of the Borrower to make all Loan Repayments or otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

(f) **Governmental Consent.** The Borrower has obtained all permits and approvals required to date under this Loan Agreement or for the undertaking or completion of the Project and the financing or refinancing thereof. The Borrower has complied with all applicable provisions of law requiring any notification, with any governmental body or officer in connection with this Loan Agreement or with the undertaking or completion of the Project and the financing or refinancing thereof.

(g) **Compliance with Law.** The Borrower:

(i) is in compliance with all laws, ordinances, governmental rules and regulations to which it is subject, including, without limitation, any public hearing or public notice requirements or environmental review requirements contained in the Regulations, with which the failure to comply would materially adversely affect the ability of the Borrower to conduct its activities, enter into this Loan Agreement or undertake or complete the Project; and

(ii) has obtained all licenses, permits, franchises or other governmental authorizations presently necessary for the ownership of its property which, if not obtained, would materially adversely affect the ability of the Borrower to complete the Project.

(h) **Use of Loan Proceeds.** The Borrower will apply the proceeds of the Loan as described in Article II: (i) to finance or refinance a portion of the Project Costs and (ii) where applicable, to reimburse the Borrower for a portion of the Project Costs, which portion was paid or incurred in anticipation of reimbursement by NDEQ and is eligible for such reimbursement pursuant to the Regulations. All of such costs constitute Project Costs for which NDEQ is authorized to make Loans to the Borrower pursuant to the Act and the Regulations.

(i) **Project Costs.** The Borrower certifies that the Project Costs, as listed in Attachment B, are reasonable and accurate estimations and, upon direction of NDEQ, will supply the same with a certificate from its engineer stating that such costs are reasonable and accurate estimations, taking into account

investment income, if any, to be realized during the course of construction of the Project and other money that would, absent the Loan, have been used to pay the Project Costs.

### **Section 3.02. Particular Covenants of the Borrower.**

(a) ***Dedicated Source of Revenue for Repayment of the Loan.*** The Borrower hereby pledges the Water System Revenues as the dedicated source of revenue for the repayment of the Loan and any Parity Water Obligations. The Borrower hereby grants to NDEQ and any assignee of the Note a security interest in the Water System Revenues and all amounts on deposit in the Water Revenue Fund, the Water Debt Service Fund and the Water Surplus Fund. Such security interest shall be subject to perfection, priority and enforcement pursuant to the Nebraska Governmental Unit Security Interest Act, Neb. Rev. Stat. Section 10-1101 et seq." The Borrower shall fix, establish, maintain and collect such rates, fees and charges for the use and services furnished by or through the Borrower's Public Water Supply System, including all improvements and additions hereafter constructed or acquired by the Borrower, as will provide revenues sufficient to (i) pay the cost of the operation and maintenance, and replacement of the Public Water Supply System, (ii) pay at least 110% of the principal of and interest on the Loan and pursuant to any other Parity Water Obligations as and when the same become due, and (iii) pay all other amounts due at any time under this Loan Agreement; provided, however, the lien of NDEQ on the revenues of the Borrower's Public Water Supply System shall be on a parity with the lien on such revenues of the Borrower's outstanding Public Water Supply System revenue bonds if such bonds exist and any additional Public Water Supply System revenue bonds hereafter issued on parity with such outstanding revenue bonds. These revenues shall be set aside as collected and deposited in a separate fund. Such fund shall be divided into at least two separate accounts, one for the operation and maintenance costs and the other for principal and interest payments on the Loan. The Borrower shall deposit monthly, in the Loan payment account, an amount equal to at least one-sixth of the anticipated amount due on the next Loan payment date. The Borrower agrees to develop the User Charge System based on actual or estimated use of public water supply services, providing that each user or user class pay its proportionate share of operation and maintenance (including replacement) costs within the Borrower's service area, based on the user's classification and proportionate water usage demand compared to total system water usage demand and to conduct at least a biennial review of user charge rates to review the adequacy of the user charge rates. The Borrower agrees the initial financial analysis performed by NDEQ in Attachment C is a reasonable estimate of the Project Costs, of the financial situation of the Borrower in relation to the Project, and of the user charges necessary at the time of Initiation of Operation of the Project. NDEQ may review this information annually to insure the Borrower's compliance with this condition and update Attachment C to reflect any changes.

(b) ***Transfers from Surplus Fund.*** The Borrower hereby covenants and agrees that it will not, without the consent of NDEQ transfer any money out of the Water Surplus Fund pursuant to Section 602(c)(5) of the Municipality Ordinance for any use by the Borrower unless such use is required for the operation of, and is for the direct benefit of, the Borrower's Public Water Supply System.

(c) ***Amendments and Supplements to Municipality Ordinance.*** The Borrower will not amend or supplement the Municipality Ordinance without the prior written consent of NDEQ; provided that with 30 days prior written notice to NDEQ the Municipality Ordinance may be supplemented to provide for the issuance of Additional Water Revenue Obligations in compliance with Section 3.02 (d) of this Loan Agreement.

(d) ***Additional Revenue Obligations.*** The Borrower covenants that it will not issue any Additional Water Revenue Obligations that are senior in lien status to the lien of NDEQ on the Water System Revenues under this loan Agreement. The Borrower may issue Additional Water Revenue Obligations payable from, and secured by a lien or charge upon, Water System Revenue, on a parity of lien basis with the lien of NDEQ on the respective Water System Revenues under this Loan Agreement upon satisfaction of the following conditions:

(i) The Borrower shall not be in default in the payment of principal of or interest under this Loan Agreement or on any Additional Water Revenue Obligations at the time outstanding or in making any payment at the time required to be made into the respective funds and accounts

created by and referred to in this Loan Agreement and the Municipality Ordinance (unless such Additional Water Revenue Obligations are being issued to provide funds to cure such default) nor shall any other Event of Default have occurred and be continuing; and

(ii) The Municipality shall provide to NDEQ a certificate evidencing either (A) or (B) below:

(A) The Net Revenues Available for Debt Service for the Borrower Fiscal Year immediately preceding the issuance of additional obligations as reflected by information in the Borrower's annual financial statements for the Public Water Supply System shall have been equal to at least 125% of the average debt service requirements (including principal and interest) to be paid out of said Net Revenues Available for Debt Service with respect to the Loan and all Parity Water Obligations, including the Additional Water Revenue Obligations proposed to be issued, such average to be calculated for the period during which the Loan and all such Parity Water Obligations are scheduled to be concurrently outstanding.

In the event that the Borrower has instituted any increase in rates for the use and services of the Public Water Supply System and such increase shall not have been in effect during the full Borrower Fiscal Year immediately preceding the issuance of Additional Water Revenue Obligations, the additional Net Revenues Available for Debt Service which would have resulted from the operation of the Public Water Supply System during said preceding Municipal Fiscal Year had such rate increase been in effect for the entire period may be added to the stated Net Revenues Available for Debt Service provided that such estimated additional Net Revenue Available for Debt Service shall be determined by an independent consulting engineer or independent accountant.

(B) The estimated Net Revenues Available to Debt Service as determined by an independent consulting engineer or independent accountant, to be derived by the Borrower from the operation of the Public Water Supply System for the Municipality Fiscal Year immediately following the Borrower Fiscal Year in which the project, the cost of which is being financed by such Additional Water Revenue Obligations is to be placed in service, shall be equal to at least 125% of the average debt service requirements (including principal and interest) to be paid out of said Net Revenues Available for Debt Service with respect to the Loan and all Parity Water Obligations, including the Additional Water Revenue Obligations proposed to be issued, such average to be calculated for the period during which the Loan and all such Parity Water Obligations are scheduled to be concurrently outstanding.

In the event that the Borrower increase the rates for the use and services of the Public Water Supply System prior to the issuance of such Additional Water Revenue Obligations proposed to be issued, the Borrower may adjust said estimated Net Revenues Available to Debt Service by adding thereto an estimated increase in Net Revenues Available to Debt Service resulting from any increase in rates for the use and service of the Public Water Supply System, which, in the opinion of an independent consulting engineer or independent accountant, are reasonable based on projected operations of the Public Water Supply System.

(iii) The resolution or ordinance authorizing such Additional Water Revenue Obligations shall contain or provide for substantially the same terms, conditions, covenants and procedures as established in this Loan Agreement. No resolution or ordinance authorizing Additional Water Revenue Obligations may require that a debt service reserve fund or account that does not secure the Loan Agreement may be replenished from Water System Revenues after being drawn upon at any time when the Borrower is in default of any payment under this Loan Agreement or any other outstanding Parity Water Obligation.

NDEQ may waive any or all or any part of the above conditions by written waiver delivered to the Municipality preceding issuance of the Additional Water Revenue Obligations. The Borrower will not issue any Additional Water Revenue Obligations as Parity Water Obligations unless each of the foregoing conditions is first satisfied or waived by NDEQ. The lien on the Water System Revenues of any Water Revenue Obligations, otherwise issued by the Borrower will be junior and subordinate to the lien of the Loan and any properly issued Parity Water Obligations.

(e) **Performance under Loan Agreement.** The Borrower covenants and agrees:

(i) to comply with all applicable State and federal laws, rules and regulations in the performance of this Loan Agreement (including, but not limited to the federal crosscutting issues listed in Appendix A of the EPA's final Drinking Water State Revolving Fund Program Guidelines and set forth on Attachment D hereto and NDEQ Regulations); and

(ii) to cooperate with NDEQ in the observance and performance of the respective duties, covenants, obligations and agreements of the Borrower and NDEQ under this Loan Agreement.

(f) **Completion of Project and Provision of Moneys Therefor.** The Borrower covenants and agrees:

(i) to exercise its best efforts in accordance with prudent public water supply utility practice to complete the Project and to so accomplish such completion on or before the estimated Project completion date set forth in Article II hereto; and

(ii) to provide from its own financial resources all moneys, in excess of the total amount of proceeds it receives pursuant to this Loan Agreement, required to complete the Project.

(g) **Delivery of Documents.** Concurrently with the delivery of this Loan Agreement (as previously authorized and executed) at the Loan Closing, the Borrower will cause to be delivered to NDEQ each of the following items:

(i) counterparts of this Loan Agreement (as previously executed by parties hereto);

(ii) copies of the ordinances and/or resolutions of the governing body of the Borrower authorizing the execution and delivery of this Loan Agreement certified by an Authorized Representative;

(iii) an Opinion of Borrower's Counsel substantially in the form of Attachment E hereto;

(iv) an executed Note (or other evidence of indebtedness) evidencing the Borrower's obligations under this Loan Agreement in the form of Attachment F;

(v) an executed certificate of the Borrower in the form of Attachment G hereto; and

(vi) such other certificates, documents, opinions and information as NDEQ may require.

(h) **Operation and Maintenance of Public Water Supply System.** The Borrower covenants and agrees that it shall, in accordance with Section 8 of Title 179 NAC 2—Regulations Governing Public Water Supply Systems:

(i) at all times operate the properties of its Public Water Supply System in an efficient manner; and

(ii) maintain its Public Water Supply System, making all necessary and proper repairs, renewals, replacements, additions, betterments and improvements necessary to maintain its system in good repair, working order and operating condition.

(i) **Disposition of Public Water Supply System.** The Borrower covenants that it intends to own and operate the Project at all times during the term of the Loan. The Borrower does not know of any reason why the Project will not be so used in the absence of (i) supervening circumstances not anticipated by the Borrower at the time of the Loan, (ii) adverse circumstances beyond the control of the Borrower or (iii) obsolescence of such insubstantial parts or portions of the Project as may occur as a result of normal use thereof.

The Borrower shall not sell, lease, abandon or otherwise dispose of all or substantially all of its Public Water Supply System except on 90 days' prior written notice to NDEQ and, in any event, shall not so sell, lease, abandon or otherwise dispose of the same unless the Borrower shall in accordance with Section 4.02 hereof assign this Loan Agreement and its rights and interests hereunder to the purchaser or lessee of the Public Water Supply System and such purchaser or lessee shall assume all duties, covenants, obligations and agreements of the Borrower under this Loan Agreement. In no event shall the Borrower sell, lease, abandon or otherwise dispose of the Public Water Supply System to any person or entity other than a municipal corporation or other political subdivision of the State of Nebraska, or any combination thereof, that has legal authority to own or operate the Public Water Supply System.

Before any proposed disposition of the Public Water Supply System can be made, the Borrower shall provide NDEQ, and NIFA if NIFA is an assignee of the Note, with an opinion of a nationally recognized bond counsel that such proposed disposition is permitted by the provisions of this subparagraph, and, further, that such disposition shall not endanger the exclusion from gross income for federal income tax purposes of the interest on any bonds issued to fund deposits into the Loan Fund, nor shall it relieve the Borrower of its duties, covenants, obligations and agreements under this Loan Agreement.

(j) **Records and Accounts.**

(i) The Borrower shall keep accurate records and accounts for its Public Water Supply System (the "System Records"), separate and distinct from its other records and accounts (the "General Accounts"). Such System Records shall be audited annually by an independent registered municipal accountant, which may be part of the single agency audit made on the Borrower's General Accounts in accordance with the Federal Single Audit Act Amendments of 1996, OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations, if total federal funds exceed a total of \$300,000 for the Borrower's fiscal year, except that a new threshold of \$500,000 will be effective for audits covering fiscal periods ending after December 31, 2003, and early use of the \$500,000 threshold is not permitted. The Borrower's Basic Financial Statements will comply with the government-wide perspective reporting model and, where applicable, the Retroactive Statement of Infrastructure proscribed by GASB Statement 34 by the implementation dates specified therein. Such System Records and General Accounts shall be made available for inspection by NDEQ at any reasonable time, and a copy of the Borrower's annual audit, including all written comments and recommendations of such accountant, shall be furnished to NDEQ within 210 days of the close of the fiscal year being so audited.

(ii) The Borrower shall maintain Project accounts in accordance with generally accepted government accounting standards defined in the Government Accounting, Auditing, and Financial Reporting Manual (1994 Ed.), or any revised edition, issued by the Government Finance Officers Association.

(k) **Inspections; Information.** Upon the assignment of the Note to NIFA and thereafter, the Borrower shall permit the EPA, NDEQ and any party designated by NDEQ to examine, visit and inspect,

at any and all reasonable times, the property, if any, constituting the Project, and to inspect and make copies of any accounts, books and records, including (without limitation) its records regarding receipts, disbursements, contracts, investments and any other matters relating thereto and to its financial standing, and shall supply such reports and information as the EPA and NDEQ may reasonably require in connection therewith.

(l) **Financial Information.** The Borrower specifically agrees to provide to NDEQ a reasonable number of copies of such financial information and operating data of the Borrower and the Public Water Supply System and the prompt notification of the occurrence of certain material events, to the extent necessary for NDEQ to comply with its continuing disclosure obligations set forth in the SEC Rule. Such financial information shall be audited in accordance with the provisions of subsection (g)(ii) hereof. Such financial information shall be prepared in accordance with GAAP. Such financial information and operating data, if requested, shall be supplied within 210 days after the end of its fiscal year. If audited financial information will be prepared, but is not available within 210 days of the end of the appropriate Borrower's fiscal year, unaudited financial information shall be provided to NDEQ pending receipt of audited financial information. For purposes of this paragraph, "material event" shall mean (a) principal and interest payment delinquencies on any Indebtedness, (b) non-payment-related defaults in agreements authorizing any Indebtedness, (c) rating changes on any Indebtedness, (d) adverse tax opinions or events affecting the tax-exempt status of any Indebtedness, or (e) unscheduled draws on debt service reserves or credit enhancements on any Indebtedness reflecting financial difficulties.

(m) **Insurance.** The Borrower will carry and maintain such reasonable amount of all risk insurance on all properties and all operations of the Public Water Supply System as would be carried by similar sized municipal operators of Public Water Supply System, insofar as the properties are of an insurable nature.

(n) **Continuing Representations.** The representations of the Borrower contained herein shall be true at the time of the execution of this Loan Agreement and at all times during the term of this Loan Agreement.

(o) **Notice of Material Adverse Change.** The Borrower shall promptly notify NDEQ of any material adverse change in the activities, prospects or condition (financial or otherwise) of the Borrower's Public Water Supply System, or in the ability of the Borrower to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

(p) **Additional Covenants and Requirements.** If necessary in connection with the making of the Loan, additional covenants and requirements are listed on Attachment H hereto. The Borrower agrees to observe and comply with each such additional covenant and requirement, if any.

## Article IV

### ASSIGNMENT

**Section 4.01. Assignment and Transfer by NDEQ.** The Borrower hereby approves and consents to any assignment or transfer of this Loan Agreement that NDEQ deems necessary in connection with the operation and administration of the Loan Fund. The Borrower hereby specifically approves the assignment and pledging of the interest portion of the Loan Repayments to NIFA.

**Section 4.02. Assignment by the Borrower.** This Loan Agreement may not be assigned by the Borrower for any reason, unless the following conditions shall be satisfied:

- (a) NDEQ shall have approved said assignment in writing;

(b) the assignee is a village, town, city, district, association, county or other public body created by or pursuant to State law of the State of Nebraska or any combination thereof, that has legal authority to own or operate the Public Water Supply System;

(c) the assignee shall have expressly assumed in writing the full and faithful observance and performance of the Borrower's duties, covenants, and obligations under this Loan Agreement; provided, however, such assignment shall not relieve the Borrower of its duties, covenants, and obligations under this Loan Agreement;

(d) the assignment will not adversely impact NDEQ's ability to meet its duties, covenants and obligations under the Pledge Agreement as determined in writing by NDEQ;

(e) the assignment will not adversely affect the exclusion from gross income for federal tax purposes of the interest on any bonds issued by NIFA to fund deposits into the Loan Fund; and

(f) the Borrower shall provide NDEQ, and NIFA if NIFA is an assignee of the Note, with (i) an opinion of a qualified attorney that each of the conditions set forth in subparagraphs (b) and (c) above has been met, and (ii) an opinion of nationally recognized bond counsel that the condition set forth in subparagraph (e) above has been met.

## Article V

### EVENTS OF DEFAULT AND REMEDIES

**Section 5.01. Notice of Default.** If an Event of Default shall occur, the nondefaulting party shall give the party in default and NIFA prompt telephonic notice of the occurrence of such Event of Default, provided the nondefaulting party has knowledge of such event of Default. Such telephonic notice shall be immediately followed by written notice of such Event of Default given in the manner set forth in Section 6.04 hereof.

#### **Section 5.02. Remedies on Default.**

(a) Whenever an Event of Default shall have occurred and be continuing, NDEQ or the Borrower shall have the right to take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and to become due or to enforce the performance and observance of any obligation or agreement of NDEQ or the Borrower (including, without limitation, withholding remaining Loan disbursements, cancellation of this Loan Agreement and acceleration of the remaining scheduled principal payments set forth on Attachment A, or such other remedies provided to NDEQ in the Act and the Regulations).

(b) If the Borrower fails to make any payment of principal and interest, late fee, and penalty interest imposed pursuant to this Loan within 60 days of the due dates specified in Section 2.05, the payment shall be deducted from the amount of aid to municipalities to which the Borrower is entitled under Neb. Rev. Stat. §§ 77-27,136 to 77-27,137.01. Such amount shall be paid directly to the Loan Fund.

#### **Section 5.03. Expenses.**

(a) Upon the occurrence of an Event of Default on the part of the Borrower, and to the extent permitted by law, the Borrower shall, on demand, pay to NDEQ the reasonable fees and expenses incurred by NDEQ in the collection of Loan Repayments or any other sum due hereunder or in the enforcement of performance or observation of any other duties, covenants, obligations or agreements of the Borrower contained herein. Prior to incurring any such expenses, NDEQ shall provide written notice to the Borrower that it intends to incur such expenses; provided, however, a failure by NDEQ to give such notice shall not affect NDEQ's right to receive payment for such expenses. Upon request by the Borrower, NDEQ shall provide copies of statements evidencing the fees and expenses for which NDEQ is requesting payment.

(b) Upon the occurrence of an Event of Default on the part of NDEQ, and to the extent permitted by law and availability of appropriated funds by the Nebraska Legislature, NDEQ shall, on demand, pay to the Borrower the reasonable fees and expenses incurred by the Borrower in the enforcement of performance or observation of any other duties, covenants, obligations or agreements of NDEQ contained herein. Prior to incurring any such expenses, the Borrower shall provide written notice to NDEQ that it intends to incur such expenses; provided, however, a failure by the Borrower to give such notice shall not affect the Borrower's right to receive payment for such expenses. Upon request by NDEQ, the Borrower shall provide copies of statements evidencing the fees and expenses for which the Borrower is requesting payment.

**Section 5.04. Application of Moneys.** Any moneys collected by NDEQ pursuant to Section 5.02 or 5.03 hereof shall be applied (a) first, to pay interest on the Loan as the same becomes due and payable; (b) second, to pay principal due and payable on the Loan; (c) third, to pay expenses owed by the Borrower pursuant to Section 5.03 hereof; and (d) fourth, to pay any other amounts due and payable hereunder as such amounts become due and payable. To the extent that NDEQ's right to receive Loan Repayments is on a parity of lien basis with the lien of Existing Revenue Obligations or Additional Revenue Obligations on the Borrower's System Revenues, such moneys shall be applied pro rata to all such obligations.

**Section 5.05. No Remedy Exclusive; Waiver; Notice.** No remedy herein conferred upon or reserved to the parties hereto is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. The parties hereto, in good faith, shall exercise such remedies with due diligence in a timely manner, however, no delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the parties hereto to exercise any remedy reserved to them in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article V.

**Section 5.06. Retention of Rights.** Notwithstanding any assignment or transfer of this Loan Agreement pursuant to the provisions hereof, or anything else to the contrary contained herein, the parties hereto shall have the right upon the occurrence of an Event of Default to take any action, including (without limitation) bringing an action against the defaulting party at law or in equity, as such party may, in its discretion, deem necessary to enforce the obligations of the defaulting party pursuant to this Loan Agreement.

## Article VI

### MISCELLANEOUS

**Section 6.01. Hold Harmless Agreement.** The State of Nebraska and NDEQ, and the officers, agents, and employees of each, shall have no responsibility or liability for the construction, operation and maintenance of the Project. The Borrower shall be responsible for such construction, operation and maintenance of the Project and shall assume responsibility for all Project Costs and any claims, demands, damages, losses, costs, expenses, or liability accruing or resulting to any and all contractors, subcontractors, employees, and any other person, firm, or corporation furnishing or supplying services, materials, or supplies in connection with construction of the Project, and for any and all claims, demands, damages, losses, costs, expenses, or liability occurring or resulting to any person, firm, or corporation, as a result of or incident to, either in whole or in part, whether directly or indirectly, the construction of the Project.

**Section 6.02. Waivers.** Any waiver at any time of rights or duties under this Loan Agreement shall not be deemed to be a waiver of any subsequent right or duty under this Loan Agreement.

**Section 6.03. Amendments, Supplements and Modifications.** Upon the assignment of the Note to NIFA and thereafter, this Loan Agreement may not be amended, supplemented or modified without the

prior written consent of NIFA; provided, however, the consent of NIFA is not required to revise Attachment A, Attachment B and Attachment C hereto pursuant to the provisions of this Loan Agreement. An executed copy of any amendment to this Loan Agreement including revision of Attachments shall be immediately provided to NIFA.

**Section 6.04. Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the Borrower, NDEQ, and NIFA at the following addresses:

If to Borrower:	City of Ogallala 411 East 2 <sup>nd</sup> Street Ogallala, NE 69153-2631
If to NDEQ:	Department of Environmental Quality Suite 400 1200 N Street, The Atrium Post Office Box 98922 Lincoln, NE 68509-8922
If to NIFA:	Nebraska Investment Finance Authority 200 Commerce Court 1230 O Street Lincoln, NE 68508

All notices given by registered or certified mail as aforesaid shall be deemed duly given as of the date they are so mailed. Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent, by notice in writing given to the others.

**Section 6.05. Severability.** In the event any provision of this Loan Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

**Section 6.06. Binding Effect.** This Loan Agreement shall inure to the benefit of and shall be binding upon NDEQ and the Borrower and their respective successors and assigns.

**Section 6.07. Execution in Counterparts.** This Loan Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

**Section 6.08. Governing Law and Regulations.** This Loan Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska, including the Act and the Regulations, which Regulations are, by this reference thereto, incorporated herein as a part of this Loan Agreement.

**Section 6.09. Consents and Approvals.** Whenever the written consent or approval of the State shall be required under the provisions of this Loan Agreement, such consent or approval may only be given by NDEQ.

**Section 6.10. Further Assurances.** The Borrower shall, at the request of NDEQ, authorize, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Loan Agreement.

**Section 6.11. Notice to Trustee.** Upon assignment of the Note to NIFA and thereafter, NDEQ shall deliver a notice of this Loan in the form prescribed by NIFA, and other pertinent information relating thereto, to the Trustee for any bonds of NIFA issued to fund deposits into the Loan Fund.

IN WITNESS THEREOF, the parties hereto have caused this Loan Agreement to be executed and delivered as of the date set forth below.

CITY OF OGALLALA, NEBRASKA

NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY

By \_\_\_\_\_

By \_\_\_\_\_

Title Mayor

Title Director

Date \_\_\_\_\_

Date \_\_\_\_\_

DRAFT

## INDEX OF ATTACHMENTS

- Exhibit 1 - Project Description
- Attachment A - Loan Repayment Schedule
- Attachment B - Project Costs and Projected Outlay Schedule
- Attachment C - Financial Analysis
- Attachment D - List of Federal Laws and Authorities
- Attachment E - Municipality's Counsel's Opinion
- Attachment F - Promissory Note
- Attachment G - Certificate
- Attachment H- Form of DEQ Request to the Trustee
- Attachment I - Other Documents

## EXHIBIT 1

### PROJECT DESCRIPTION

This DWSRF loan will fund the following improvements to Ogallala's public drinking water supply system:

1. Repairs to two water tanks;
2. New municipal water well. Land acquisition costs are eligible if acquired from a willing seller;
3. New transmission main from the new well and associated distribution main improvements;
4. New instrumentation and control SCADA system.

Eligible costs include engineering and inspection fees on above improvements.

## ATTACHMENT A

### LOAN REPAYMENT SCHEDULE

Interest accruing before June 15, 2015, which is not reflected on the following amortization schedule shall be billed and paid in accordance with NDEQ's procedures as in effect from time to time. Interest shall accrue at the applicable rate (set forth in Section 2.03 of the Contract for Loan) as to the amount drawn and outstanding from time to time during the payment period, with payments due on June 15 and December 15 of each year, commencing June 15, 2014. Amounts due will be billed on or about May 15 and November 15 of each year for each six-month payment period ending on the set interest payment date. Interest accruing on any principal amounts drawn after the billing date are to be paid as an addition to the billing for the next interest payment period.

DRAFT

**ATTACHMENT B**

**PROJECT COSTS**

Administrative and Legal Fees	\$14,750
Land	99,680
A/E Fees	266,200
Inspection Fees	76,100
Construction	2,175,489
Contingencies	<u>86,900</u>
TOTAL	\$2,719,119

**PROJECT FUNDING SOURCES**

DWSRF Loan	\$2,175,295
DWSRF 20% Loan Forgiveness	<u>543,824</u>
TOTAL	\$2,719,119

**PROJECTED OUTLAY SCHEDULE**

December 2013	100,000
January 2014	100,000
February 2014	100,000
March 2014	200,000
April 2014	200,000
May 2014	300,000
June 2014	300,000
July 2014	300,000
August 2014	350,000
September 2014	260,000
October 2014	200,000
November 2014	150,000
December 2014	<u>159,119</u>
TOTAL	\$2,719,119

**ATTACHMENT C**

**FINANCIAL CAPABILITY**

**OGALLALA, NEBRASKA  
DWSRF Project No. D311044**

Ogallala has requested a DWSRF assistance package of \$2,719,119 consisting of \$2,175,295 DWSRF loan and \$543,824 DWSRF Loan Forgiveness to finance repairs to two water tanks, new water well and transmission main and new SCADA system for their public drinking water system.

An abbreviated financial analysis is presented. The documents reviewed and used to complete this analysis are:

1. Audit reports of the City of Ogallala, for the years 2010 through 2012.
2. Water/Wastewater Preapplication for Federal/State Assistance
3. Preliminary Engineering Report prepared by TC Engineering plus miscellaneous correspondence from Ogallala in project file.

Table 1  
Water System Account Summary

Year	Revenue (includes interest income)	Expenses (excludes depreciation/interest)	Revenue Minus Expenses	Interest and Principal
2010	\$809,608	\$551,204	\$258,404	\$84,803
2011	\$940,606	\$575,592	\$365,014	\$80,811
2012	\$1,171,326	\$615,255	\$556,071	\$1,505,985

In addition, Ogallala as of May 10, 2013 has \$8,818,826 principal in General Obligation Debt with interest of \$1,711,874 totaling \$10,530,702 of outstanding debt as reported for Basic Budget Data on the Nebraska Auditor of Public Accounts website.

Ogallala's Long-term Debt as reported in their Financial Statements year ending September 30, 2012 Summary of changes in long-term debt were as follows:

Type of Debt	Balance 10/1/11	Additional	Deductions	Balance 9/30/12	Amts due within 1 yr.
Gov. Activities Bonds payable	\$5,282,346	0	\$(500,788)	\$4,781,558	\$517,829
Business Type Notes payable	\$3,536,483	\$1,598,377	\$(1,611,183)	\$3,523,677	\$395,989
Discretely Present Component units					
TIF payables	\$302,419	\$375,110	0	\$677,529	\$120,224
Note Payable	\$144,922	0	\$(7,617)	\$137,305	\$8,135
Total Comp Units	\$447,341	\$375,110	\$(7,617)	\$814,834	\$128,359

**Governmental Activities:**

As of September 30, 2012, the governmental long-term liabilities consisted of the following:

Bonds and notes payable:

The City issued \$915,000 of refunding street improvement bonds on September 28, 2011, to refinance the 2006 street improvement bonds (15 percent of these bond proceeds were for the Water Fund and 15 percent were for the Sewer Fund.) The bonds bear interest ranging from 0.45 percent to 3.5 percent and are payable over 15 years with the final principal payment due September 15, 2026. \$605,500

The City issued street improvement refunding bonds in the amount of \$1,005,000 on April 14, 2010, to refinance the 2004 street improvement bonds. The bonds bear interest ranging from 0.65 percent to 3.65 percent and are payable over 12 years with the final principal payment due December 15, 2021. \$855,000

The City issued \$150,000 of street improvement bonds on June 26, 2001, to fund street improvement projects. The bonds bear interest ranging from 3.60 percent to 5.00 percent and are payable over 11 years with the final principal payment due December 15, 2012. The Ogallala Community Redevelopment Authority has pledged to make these bond payments. \$20,000

The City issued \$965,000 of various purpose bonds on December 2, 2008, to fund street improvement projects. The bonds bear interest ranging from 2.5 percent to 5.5 percent and are payable over 15 years with the final principal payment due December 1, 2023. \$820,000

The issued \$625,000 of street improvement bonds on September 15, 2009, to fund a street and water project (with the Street Fund receiving \$390,000 of the bond proceeds and the Water Fund receiving \$235,000 of the proceeds). The bonds bear interest ranging from 1.25 percent to 4.50 percent and are payable over 15 years with the final principal payment due September 15, 2024. \$333,840

The City issued \$1,160,000 of street refunding bonds on June 15, 2009 to refinance the 2003 street refunding bonds. The bonds bear interest ranging from 1.0 percent to 3.5 percent and are payable over nine years with the final principal payment due December 15, 2018. \$855,000

The City issued \$250,000 of municipal building bonds on September 15, 2009, to finance the airport building project. The bonds bear interest ranging from 1.25 percent to 3.85 percent and are payable over 10 years with the final principal payment due September 15, 2019. \$180,000

On July 14, 2009, the City issued a \$247,294 note payable to the Nebraska Department of Aeronautics. This Hangar Revolving Loan is due in monthly payments of \$2,060 to nine years, through December 2019. The loan bears no interest and is unsecured. \$179,220

On September 21, 2010, the City issued \$400,000 of public safety tax anticipation bonds to fund the purchase of a new fire truck. The bonds bear interest ranging from 0.75 percent to 1.85 percent and are payable over five years with the final principal payment due December 15, 2015. \$325,000

On April 11, 2011, the City issued a \$113,200 lease purchase agreement with the Community First National Bank to fund the purchase of a dump truck. The lease is due in five annual installments of \$24,998 commencing September 15, 2011 through September 15, 2015. The lease bears interest of 4.16 percent. \$69,155

On May 20, 2011, the City issued a \$300,000 note payable to Pinnacle Bank to fund the Goodall Recreation Center expansion. The note is due in four annual payments of \$36,726 commencing June 15, 2015, with a final balloon payment of \$201,129 due June 15, 2016. The note bears interest of 3.75%. \$275,356

On August 11, 2005, the City issued a \$425,000 note payable to Wells Fargo for the construction of a street shop building. The note is due in 15 annual payments of \$40,504 commencing August 11, 2006, through August 11, 2020. The note bears interest of 4.84 percent. \$263,487

Total bonds and notes payable	\$4,781,558
Current portion	517,829
Noncurrent portion	<u>4,263,729</u>
Total	\$4,781,558

**Business-type Activities:**

As of September 30, 2012, the long-term debt payable from proprietary fund resources consisted of the following:

The City issued water revenue refunding bonds in the amount of \$1,450,000 on November 15, 2011, for the purpose of refinancing the Series 2005 and Series 2005B water bonds. Interest rates for the bonds range from 0.45 percent to 2.80 percent. These bonds are payable annually with the semi-annual interest payments maturing in the year 2022. Bond indentures contain significant requirements for annual debt service and flow of funds through various restricted accounts. The bonds require the use of operations and maintenance, bond payment, debt service reserve, improvements, and surplus accounts. The bonds also require the City to maintain sufficient funds for the operation of the combined utilities and to main adequate net revenues. The City of Ogallala is in compliance with all significant requirements of the bond covenants.

\$1,450,000

The City issued \$915,000 of refunding street improvement bonds on September 28, 2011, to refinance the 2006 street improvement bonds (15 percent of these bond proceeds were for the Water Fund and 15 percent were for the Sewer Fund). The bonds bear interest ranging from 0.45 percent to 3.5 percent and are payable over 15 years with the final principal payment due September 15, 2026. (The Water and Sewer Funds each owe 50 percent of the balance shown).

\$259,500

The City issued \$625,000 of street improvement bonds on September 15, 2009, to fund a street and water project (with the Street Fund receiving \$390,000 of the bond proceeds and the Water Fund receiving \$235,000 of the proceeds). The bonds bear interest ranging from 1.25 percent to 4.590 percent and are payable over 15 years with the final principal payment due September 15, 2024.

\$201,160

NDEQ note for a wastewater treatment plant project with the total available principal of \$423,000. As of September 30, 2012, the City had drawn \$342,042 on this loan. The note #C317500 is due semiannually including interest and matures in 2031. Interest is at 2.0 percent plus 1.0 percent annual administrative fee on the outstanding principal balance.

\$342,042

NDEQ note for a wastewater treatment plant with original issue amount of \$2,397,400. The note #C317152 is due semiannually including interest and mature in 2021. Interest is at 3.23 percent plus 1.0 percent annual administrative fee on the outstanding principal balance.

\$1,270,975

Total business-type activity notes payable	\$3,523,677
Current portion	395,989
Noncurrent portion	<u>3,127,688</u>
Total	\$3,523,677

As of September 30, 2012, the note payable from the discretely presented component unit consisted of the following:

The CRA obtained a \$185,037 loan from Adams Bank and Trust to finance the purchase of land. The note bears interest of 5.0 percent and is due in 40 semi-annual payments of \$7,444 commencing June 15, 2009, through December 15, 2028. The note is secured by the land held for redevelopment.

	\$137,305
Current portion	\$8,135
Noncurrent portion	<u>\$129,170</u>
Total	\$137,305

Annual debt service requirements to maturity, including principal and interest, for long-term debt as of September 30, 2012, are as follows:

Yr. ending Sept. 30	Governmental Activities		Business-type Activities			Component Unit	
	Notes & Bonds Payable Principal	Interest	Notes Payable Principal	Interest	Fees	Note Payable Principal	Interest
2013	\$517,829	\$147,753	\$395,989	\$79,738	\$15,869	\$8,135	\$6,753
2014	502,583	136,551	403,902	73,759	14,432	8,547	6,341
2015	522,598	124,353	401,835	67,190	12,950	8,979	5,909
2016	679,808	110,336	296,531	60,454	11,422	9,434	5,454
2017	418,206	90,192	291,375	53,645	9,847	9,912	4,976
2018-2022	1,679,894	247,421	1,401,017	148,242	24,260	57,613	16,828
2023-2027	460,640	33,268	320,168	21,017	4,608	34,685	2,387
2028-2032	0	0	12,860	381	191	0	0
Total	\$4,781,558	\$889,874	\$3,523,677	\$504,426	\$93,579	\$137,305	\$48,648

Analysis of the Water Utility:

The City of Ogallala manages their water utility. The water utility ran operating surpluses for the years 2010 through 2012 as shown in Table 1. The current water user charge is an actual rate system of \$18.00 base plus \$1.65 per 1,000 gallons monthly water use. The typical residential charge for an average 8,000 gallon per month household water use is \$31.20 per month. There are currently approximately 2,169 residential and commercial connections. The proposed water rate increase that would be necessary to fund this project would be approximately \$6.51 or a total of \$37.71 a month per household. The portion of the monthly user charge allocated to operation, maintenance and replacement is \$31.20 a month, the remainder of \$6.51 a month covers the proposed DWSRF debt retirement for Loan No. D311044 with 10% coverage requirement.

Table 2

Proposed DWSRF Loan #D311044 of \$2,719,119 consisting of \$2,175,295 DWSRF loan and \$543,824 DWSRF Loan Forgiveness

DWSRF Base Program Loan Term (years)	Interest Rate	First Year Payment	First Year Payment + 10% Coverage
20	2.0 + 1.0 admin fee on outstanding principal balance	\$154,030	\$169,433

The City of Ogallala has two existing CWSRF Loans, Note C317152 from 2001 for \$2,397,400 original principal and Note C317349 from 2012 for \$422,832 original principal shown in Tables 3 and 4.

Table 3

Existing CWSRF Loan #C317152 of \$2,397,400 Original Principal, \$1,209,567 Remaining Principal as of 6/15/2013

CWSRF Base Program Loan Term (years)	Interest Rate	2013 Payment	Payment + 10% Coverage
20	3.23 + 1.0 admin fee on outstanding principal balance	\$175,652	\$193,217

Table 4

Existing CWSRF Loan #C317349 of \$422,832 Original Principal  
 Remaining Principal of \$413,581 as of 6/15/2013

CWSRF Base Program Loan Term (years)	Interest Rate	2013 Payment	Payment + 10% Coverage
20	2.0 + 1.0 admin fee on outstanding principal balance	\$29,847	\$32,832

The projected water utility revenue from 2,169 existing users should generate adequate annual revenue for Water Utility. This is large enough to pay the debt service for the proposed DWSRF loan, including the 10% coverage factor. Ogallala has skillful staff administering their public works systems and has shown good management of their sewer and water utilities.

**Funds Available for State Intercept**

The proposed DWSRF loan of \$2,719,119, consisting of \$2,175,295 DWSRF loan and \$543,824 DWSRF Loan Forgiveness, annual principal and interest would be \$132,500. Principal and interest repayments of SRF loans are protected by intercept statutes, which allow the department to recover delinquent loan payments by intercepting state funds that are paid to the City of Ogallala. State funds that are available for interception are:

State Aid to Cities	\$0	SFY2013
Highway Allocations	\$479,519	SFY2013
<b>TOTAL</b>	<b>\$479,519</b>	
Proposed DWSRF Loan #D311044 P&I		\$132,500
Existing CWSRF Loan #C317152 P&I		\$163,868
Existing CWSRF Loan #C317349 P&I		\$25,754
<b>Total CW/DWSRF P&amp;I</b>		<b>\$322,122.00</b>

State intercept total is more than the annual DWSRF and CWSRF loan principal and interest payments.

The projected monthly water rate of \$37.71 or \$452.52 annually required to fund this water improvement project is 1.1% of Ogallala's 2010 median household income of \$42,786 and is below EPA's 2.5% upper level of water rate affordability.

## ATTACHMENT D

### LIST OF FEDERAL LAWS AND AUTHORITIES

#### ENVIRONMENTAL:

- Archeological and Historic Preservation Act of 1974, Pub. L. 86-523, as amended
- Clean Air Act, Pub. L. 84-159, as amended
- Coastal Barrier Resources Act, Pub. L. 97-348
- Coastal Zone Management Act, Pub. L. 92-583, as amended
- Endangered Species Act, Pub. L. 93-205, as amended
- Environmental Justice, Executive Order 12898
- Floodplain Management, Executive Order 11988, as amended by Executive Order 12148
- Protection of Wetlands, Executive Order 11990,
- Farmland Protection Policy Act, , Pub. L. 97-98
- Fish and Wildlife Coordination Act, Pub. L. 85-624, as amended
- National Historic Preservation Act of 1966, Pub. L. 89-665, as amended
- Safe Drinking Water Act, Pub. L. 92-523, as amended
- Wild and Scenic Rivers Act, Pub. L. 90-542, as amended

#### ECONOMIC and MISCELLANEOUS AUTHORITIES:

- Demonstration Cities and Metropolitan Development Act of 1966, Pub. L. 89-754, as amended, Exec. Order 12372
- Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans
- Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646
- Executive Order 12549 - Debarment and Suspension
- Nebraska Drinking Water State Revolving Loan Fund #FS-997805

#### SOCIAL LEGISLATION:

- Age Discrimination Act of 1975, Pub. L. 94-135
- Title VI of the Civil Rights Act of 1964, Pub. L. 88-352
- Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Pub. L. 92-500; (the Clean Water Act)
- Equal Employment Opportunity, Executive Order 11246
- Women's and Minority Business Enterprise, Executive Orders 11625 and 12138, and 12432
- Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112, (including Executive Orders 11914 and 11250)
- Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Pub. L. 100-590

**ATTACHMENT E**

**FORM OF BORROWER'S COUNSEL OPINION**

**[USE BORROWER COUNSEL'S LETTERHEAD]**

**[Date]**

**[NOTE: Any of the opinions given below may be given in reliance upon the opinion of another Bond Counsel, and one Bond Counsel may give some of the opinions and another Bond Counsel may give others.]**

Nebraska Investment Finance Authority  
200 Commerce Court  
1230 O Street  
Lincoln, NE 68508  
Attention: Executive Director

Nebraska Department of Environmental Quality  
Suite 400  
1200 N Street, The Atrium  
Post Office Box 98922  
Lincoln, NE 68509-8922  
Attention: Water Quality Division

Wells Fargo Bank, N.A.  
Corporate Trust Services - CMES  
230 West Monroe Street, Suite 2900  
Chicago, IL 60606

Ladies and Gentlemen:

**[I/We]** have acted as **[Bond]** Counsel in connection with the execution and delivery by **[NAME OF MUNICIPALITY]**, a **[TYPE OF ENTITY]** (the "Municipality"), of a Loan Agreement No. D311044 (the "Loan Agreement") between the Borrower and the Nebraska Department of Environmental Quality ("NDEQ") and the issuance of a promissory note (the "Note") by the Borrower to NDEQ. All terms used in this opinion letter and not defined shall have the meanings given to them in the Loan Agreement.

In this connection, **[I/we]** have examined the following:

- (a) Certified copies of the **[DESCRIBE RESOLUTION AND/OR ORDINANCE PURSUANT TO WHICH LOAN AGREEMENT AND NOTE ARE TO BE ENTERED INTO];**
- (b) An executed counterpart of the Loan Agreement;
- (c) The executed Note; and
- (d) Such other documents as **[I/we]** deemed relevant and necessary in rendering this opinion.

As to questions of fact material to **[my/our]** opinion, **[I/we]** have relied upon the certified proceedings and other certifications of public officials furnished to **[me/us]** without undertaking to verify the same by independent investigation.

Based upon the foregoing **[I am/we are]** of the opinion that:

1. The Borrower is a **[CITY, CITY, SID OR OTHER]** duly organized and validly existing under the laws of the State of Nebraska.

2. The Borrower is a governmental unit, as such term is used in Section 141(b)(6) of the Internal Revenue Code of 1986, as amended.

3. The Borrower has the power and authority to enter into the Loan Agreement, to issue the Note, to borrow the entire principal amount provided for in Section 2.01 of the Loan Contract (the "Loan Amount") and to perform its obligations under the Loan Agreement and the Note.

4. The Loan Agreement and the Note have been duly authorized, executed and delivered by the Borrower and are, and would be if the entire Loan Amount were advanced to the Borrower pursuant to the Loan Agreement on the date of this opinion, valid and legally binding special obligations of the Borrower, payable solely from the sources provided therefor in the Loan Agreement, enforceable in accordance with their respective terms, except to the extent that the enforceability thereof may be limited by laws relating to bankruptcy, insolvency or other similar laws affecting creditors' rights generally and general principles of equity.

5. Pursuant to Neb. Rev. Stat. §18-1803 through 18-1805, the Loan Agreement creates a valid lien on the funds pledged by the Borrower pursuant to Section 3.02 of the Loan Agreement for the security of the Loan Agreement and the Note and no other debt of the Borrower is secured by a superior lien on such funds.

6. The Borrower has obtained or made all approvals, authorizations, consents or other actions of, and filings, registrations or qualifications with, the Borrower or any other government authority which are legally required to allow the Borrower to enter into and perform its obligations under the Loan Agreement and the Note and borrow the full Loan Amount pursuant to the Loan Agreement and the Note.

Very truly yours,

## ATTACHMENT F

### PROMISSORY NOTE OF CITY OF OGALLALA, NEBRASKA

FOR VALUE RECEIVED, the undersigned (the "Borrower") promises to pay, but solely from the sources described herein, to the order of the Nebraska Department of Environmental Quality ("NDEQ"), or its successors and assigns, the principal sum of not to exceed \$2,719,119 to the extent disbursed pursuant to Section 2.01 and Section 2.04 of the Loan Agreement No. D311044 ("the Loan Agreement"), with interest on each such amount until paid, as provided in Section 2.03 of the Loan Agreement between NDEQ and the Borrower. In addition, the Borrower shall pay an Administrative Fee on the outstanding principal amount of this Note at the rate of 1.0% per annum as provided in the Loan Agreement. The said principal and interest and Administrative Fee shall be payable in semiannual installments each payable on December 15 and June 15 of each year in accordance with Section 2.05 of the Loan Agreement. Each installment shall be in the amount set forth opposite its due date in Attachment A to the Loan Agreement. The Borrower shall pay any penalty or additional interest due pursuant to Section 2.05(d) of the Loan Agreement.

All payments under this Note shall be payable at the principal corporate trust office of Wells Fargo Bank, N.A., or such other place as NDEQ may designate in writing.

This Note is issued pursuant to and is secured by the Loan Agreement and Municipality Ordinance No. \_\_\_\_\_, the terms and provisions of which are incorporated herein by reference.

All payments of principal of and interest on this Note and other payment obligations of the Borrower hereunder shall be limited obligations of the Borrower payable solely out of the System Revenues (as defined in the Loan Agreement) and money received from city sales tax revenue and shall not be payable out of any other revenues of the Borrower. The obligations of the Borrower under this Note shall never constitute or give rise to a charge against its general credit or taxing power.

If default be made in the payment of any installment due under this Note or by the occurrence of any one or more of the Events of Default specified in Article V of the Loan Agreement and if such Event of Default is not remedied as therein provided, or by failure to comply with any provision of the Municipality Ordinance No. \_\_\_\_\_, NDEQ then, or at any time thereafter, may give notice to the Borrower that all unpaid amounts of this Note then outstanding, together with all other unpaid amounts outstanding under the Loan Agreement, are due and payable immediately, and thereupon, without further notice or demand, all such amounts shall become and be immediately due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at any time in the event of any continuing or subsequent default.

The Borrower hereby waives presentment for payment, demand, protest, notice of protest and notice of dishonor.

This Note and all instruments securing the same are to be construed according to the laws of the State of Nebraska. Signed and sealed this \_\_\_\_\_ day of December, 2013.

[SEAL]

CITY OF OGALLALA, NEBRASKA

By \_\_\_\_\_

Attest \_\_\_\_\_

Title Mayor

Title Clerk

Pursuant to the Pledge Agreement dated as of June 26, 2000 as amended (the "Pledge Agreement"), by and between NDEQ and the Nebraska Investment Finance Authority ("NIFA"), and the Master Trust Indenture dated as of June 26, 2000, as supplemented and amended, by and between NIFA and Wells Fargo Bank, N.A., as trustee, NDEQ hereby assigns, grants and conveys any and all of NDEQ's rights, title and interest in this Note to NIFA, except as provided in the Pledge Agreement, and NIFA hereby assigns such rights, title and interest to the Trustee and any successor Trustee.

NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

NEBRASKA INVESTMENT FINANCE AUTHORITY

By \_\_\_\_\_

Title \_\_\_\_\_

Attest \_\_\_\_\_

Date \_\_\_\_\_

b.e.

**ATTACHMENT G**

**CERTIFICATE OF CITY OF OGALLALA, NEBRASKA**

The following certifications are made in connection with the Loan Agreement No.D311044 (the "Loan Agreement") between the Nebraska Department of Environmental Quality ("NDEQ") and Ogallala, Nebraska (the "Borrower") for the purpose of establishing compliance by the Borrower with requirements for the maintenance of the tax exemption of interest on the Nebraska Investment Finance Authority Drinking Water State Revolving Fund Revenue Bonds, Series 2000A, (the "Bond(s)") and such additional series of bonds as may be from time to time issued by the Nebraska Investment Finance Authority ("NIFA") to provide funds for deposit in the Loan Fund (as defined in the Loan Agreement).

WHEREFORE, the undersigned hereby certifies on behalf of the Borrower to NDEQ, NIFA and Wells Fargo Bank, N.A. as trustee for the Bonds, as follows:

1. The undersigned is authorized to make the following certifications on behalf of the Borrower.
2. The Borrower represents that it reasonably expects that the design and construction of the Project, as defined in the Loan Agreement, will commence within six months from the execution of the Loan Agreement and that the design and construction of the Project will proceed with due diligence thereafter to completion.
3. The proceeds of the loan pursuant to the Loan Agreement will be used to construct a facility that will be owned and operated by the Borrower. There will be no contracts for the use of the facility other than contracts on a rate scale basis. Specifically, the Borrower represents that there will be no contracts for use of the Project that will require a non-governmental unit to make payments to the Borrower without regard to actual use of the Project.

Dated this \_\_\_\_ day of December, 2013.

CITY OF OGALLALA, NEBRASKA

By \_\_\_\_\_

Title Mayor

**ATTACHMENT H**

**FORM OF DEQ REQUEST TO THE TRUSTEE**

December \_\_, 2013

Wells Fargo Bank, N.A.  
 Corporate Trust Services - CMES  
 230 West Monroe Street, Suite 2900  
 Chicago, IL 60606

Initial Allocation  
 Amendment  
 Final Allocation

Pursuant to Section 4.03 of the Master Trust Indenture dated as of June 1, 2000 (the "Indenture") by and between the Nebraska Investment Finance Authority and Wells Fargo Bank, N.A., as trustee (the "Trustee"), the Nebraska Department of Environmental Quality hereby notifies the Trustee of the following Loan (capitalized terms used herein shall have the meanings set forth in the Indenture):

**NAME OF MUNICIPALITY: OGALLALA, NEBRASKA**  
**PROJECT NO. D311044**  
**LOAN AMOUNT: \$2,719,119**

<b>UNPLEDGED LOAN ACCOUNT</b>		<b>\$543,824</b>	<b>20.00% OF LOAN</b>
Loan Forgiveness Sub-account		\$543,824	20.00% of Loan
Non-Governmental Loan Sub-account			
<b>GENERAL PORTION (GP)*</b>		<b>\$2,175,295</b>	<b>80.00% OF LOAN</b>
General Loan Sub-account	\$2,175,295	100% of GP	80.00% of Loan
Recycled Bond Proceeds Sub-account (Series 20__)	\$	__% of GP	__% of Loan
Loan Interest Sub-account	\$	__% of GP	__% of Loan
Investment Interest Sub-account	\$	__% of GP	__% of Loan
<b>STATE MATCH PORTION (SMP)</b>		<b>\$</b>	<b>__% of LOAN</b>
State Appropriations Sub-account	\$	__% of SMP	__% of Loan
Bond Proceeds Sub-account	\$	__% of SMP	__% of Loan
Series 20__ Bond Proceeds	\$	__% of SMP	__% of Loan

6.E.

Name of Municipality: Ogallala, Nebraska  
Project Number: D311044

LEVERAGED PORTION (LP): \$ \_\_\_\_\_ % OF LOAN

Bond Proceeds  
(Leveraged Proceeds  
Sub-account): \$ \_\_\_\_\_ % of LP \_\_\_\_\_ % of Loan

\*See Section of the Indenture for instructions regarding the General Portion.

\*\*In the event that interest earning on proceeds of any Series of Bonds are deposited into the Unrestricted Loan Sub-account, the portion of the Loan derived from such proceeds of a Series of Bonds shall be separately set forth herein.

[NOTE: Any one or two of the General Portion, State Match Portion and Leveraged Portion may be 0% so long as the total equals 100% and provided that whenever the General Portion is to be derived from the federal Letter of Credit such portion will be sized according to federal requirements.]

The project outlay schedule and projected loan repayment schedule are attached hereto. [Attach Attachment A to Loan Contract.] Pursuant to the Indenture, disbursements from and deposits into the Trustee-Held Funds and Accounts (as defined in the Indenture) with respect to the above-referenced Loan shall be made in accordance with the General Portion, State Match Portion and Leveraged Portion described above and from the Accounts and sub-accounts specified, except as otherwise directed in writing by Nebraska Department of Environmental Quality.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of December, 2013.

NEBRASKA DEPARTMENT OF  
ENVIRONMENTAL QUALITY

By \_\_\_\_\_  
[Authorized Signatory]

cc: NDEQ Fiscal Section

**ATTACHMENT I**  
**ADDITIONAL COVENANTS AND REQUIREMENTS**

DRAFT

**LOAN FORGIVENESS AWARD AND CONDITIONS**  
**FROM THE NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY**

**TO THE CITY OF OGALLALA, NEBRASKA**  
**NDEQ PROJECT NUMBER D311044**

THIS AGREEMENT is entered into by and between the Nebraska Department of Environmental Quality (NDEQ) and the City of Ogallala, Nebraska (hereinafter "Recipient").

This Loan Forgiveness is provided from grant funds awarded to the State of Nebraska by the Environmental Protection Agency for purposes of achieving compliance with provisions of the Federal Safe Drinking Water Act and furthering the activities of the Drinking Water State Revolving Loan Fund (DWSRF) Program. It is part of the financing package offered by NDEQ and is provided in conjunction with the Loan Agreement, DWSRF Project No. D311044, (hereinafter "Loan Agreement").

**PART I: LOAN FORGIVENESS AWARD**

The State of Nebraska, Department of Environmental Quality, hereby awards Loan Forgiveness in an amount not to exceed five hundred forty three thousand eight hundred twenty four dollars (\$543,824) to the Recipient, available subsequent to receipt of loan funds provided under the Loan Agreement for the construction of the eligible Public Water Supply System (PWSS) project described therein. The Loan Forgiveness consists of federal funds provided in accordance with the Drinking Water State Revolving Fund Program Guidelines, Rules and Regulations for the Wastewater Treatment Facilities and Drinking Water Construction Assistance Programs (Title 131, NDEQ), and the procedures developed in the SRF SFY 2014 Intended Use Plan (IUP) to determine the appropriate percentage for Loan Forgiveness based on the Recipient's ability to pay. The Loan Forgiveness amount may be changed by the Nebraska Department of Environmental Quality if the eligible project amount is changed due to the actual construction bid price, construction change orders, or other circumstances which would affect the project costs or eligibility.

**PART II: LOAN FORGIVENESS CONDITIONS**

**1. COSTS COVERED BY LOAN FORGIVENESS**

Loan Forgiveness will constitute up to 20% of eligible costs incurred for planning, designing, and constructing the project described in the Loan Agreement, up to a ceiling of \$543,824. This percentage is set in accordance with Appendix F of the SRF SFY 2014 IUP, DWSRF Loan Forgiveness Allocation Determination Procedures.

**2. COSTS NOT COVERED BY LOAN FORGIVENESS**

Loan Forgiveness will not fund costs for any ineligible municipal improvements.

**3. ADMINISTERED AS DWSRF LOAN PROJECT**

This project will be administered by NDEQ as a DWSRF loan project. The Recipient will comply with all terms and conditions found in the Loan Agreement.

**4. DISBURSEMENT**

Disbursements identified for Loan Forgiveness will be for the percentage of costs described in Paragraph 1 above and made concurrently with disbursements under the Loan Agreement. Disbursement requests may be submitted monthly for eligible costs incurred for the project. Requests must be made on the forms provided and must be accompanied by the contractor's pay estimate and other applicable invoices. Total funds disbursed on this project will not exceed the amount of funds provided by the Loan Agreement until the

NDEQ approved user charge system/water rate ordinance has been enacted and implemented by the Recipient.

5. FORFEITURE AND REPAYMENT OF FUNDS

Violation of any of the provisions of this agreement or failure of the Recipient to complete and adequately maintain the project may result in the forfeiture of any funds not disbursed and recovery of any or all funds disbursed. Cancellation of the Loan Agreement, pursuant to Article V, Section 5.02(a) of the Loan Agreement, shall result in annulment of this Loan Forgiveness agreement and a demand that any disbursed funds be returned to the State of Nebraska immediately.

6. PREPAYMENT OF THE LOAN PROHIBITION

The borrower is prohibited from prepayment of the loan, together with accrued interest in whole or in part within 5 years of the loan date. Prepayment shall result in annulment of this Loan Forgiveness Agreement and a demand that any disbursed funds be returned to the State of Nebraska immediately.

7. AMENDMENT

Changes to this agreement shall be by written amendment signed by both parties.

8. EFFECTIVE DATE

This agreement takes effect when all documents that are part of the financing package described in this agreement are signed by both parties.

9. GOVERNING LAW

This agreement shall be governed and construed in accordance with the laws of the State of Nebraska.

PART III: CERTIFICATION AND ACCEPTANCE

1. ELIGIBILITY FOR LOAN FORGIVENESS

Loan Forgiveness eligibility, as defined in Appendix F of the SRF SFY 2014 IUP, is dependent on the city's Median Household Income. The Recipient will be required to submit and receive approval from NDEQ of its user charge system/water rate ordinance and enact such approved ordinance by the date of initiation of operation of the project.

2. OVERPAYMENT

Acceptance of any payments constitutes an agreement by the Recipient that the amounts, if any, found by the state to be overpaid, shall be immediately refunded or credited in full to the State of Nebraska.

IN WITNESS THEREOF, the parties hereto have caused this Loan Forgiveness agreement to be executed and delivered as of the date set forth below.

CITY OF OGALLALA, NEBRASKA,

NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY

By \_\_\_\_\_

By \_\_\_\_\_

Title Mayor

Title Director

Date \_\_\_\_\_

Date \_\_\_\_\_

6.E.

ATTACHMENT A  
 TO THE LOAN CONTRACT BETWEEN NDEQ AND  
 THE COMMUNITY OF  
 OGALLALA, NEBRASKA  
 PROJECT NUMBER D311044  
 LOAN AMORTIZATION SCHEDULE (PROJECTED)

PROJECT TOTAL = 2,719,119.00  
 PRINCIPAL = 2,175,295.00  
 INTEREST RATE = 2.00  
 LOAN 20% FORGIVENESS = 543,824.00

TERM YEARS = 20  
 FEE RATE = 1.00  
 \*Contains 5 Year Loan Clause (\$2.05(b))

DUE DATE OF PAYMENT	TOTAL PAYMENT	= FEE PAYMENT +	LOAN PAYMENT	LOAN PAYMENT	INTEREST PAYMENT	PRINCIPAL PAYMENT	BEGINNING BALANCE	PRINCIPAL PAYMENT	ENDING BALANCE
15-Jun-2015	77,126.39	= 10,876.48 +	66,249.91	66,249.91	21,752.95	44,496.96	2,175,295.00	44,496.96	2,130,798.04
15-Dec-2015	76,903.90	= 10,653.99 +	66,249.91	66,249.91	21,307.98	44,941.93	2,130,798.04	44,941.93	2,085,856.11
15-Jun-2016	76,679.19	= 10,429.28 +	66,249.91	66,249.91	20,858.56	45,391.35	2,085,856.11	45,391.35	2,040,464.76
15-Dec-2016	76,452.23	= 10,202.32 +	66,249.91	66,249.91	20,404.65	45,845.26	2,040,464.76	45,845.26	1,994,619.50
15-Jun-2017	76,223.01	= 9,973.10 +	66,249.91	66,249.91	19,946.20	46,303.71	1,994,619.50	46,303.71	1,948,315.79
15-Dec-2017	75,991.49	= 9,741.58 +	66,249.91	66,249.91	19,483.16	46,766.75	1,948,315.79	46,766.75	1,901,549.04
15-Jun-2018	75,757.66	= 9,507.75 +	66,249.91	66,249.91	19,015.49	47,234.42	1,901,549.04	47,234.42	1,854,314.62
15-Dec-2018	75,521.48	= 9,271.57 +	66,249.91	66,249.91	18,543.15	47,706.76	1,854,314.62	47,706.76	1,806,607.86
15-Jun-2019	75,282.95	= 9,033.04 +	66,249.91	66,249.91	18,066.08	48,183.83	1,806,607.86	48,183.83	1,758,424.03
15-Dec-2019	75,042.03	= 8,792.12 +	66,249.91	66,249.91	17,584.24	48,665.67	1,758,424.03	48,665.67	1,709,758.36
15-Jun-2020	74,798.70	= 8,548.79 +	66,249.91	66,249.91	17,097.58	49,152.33	1,709,758.36	49,152.33	1,660,606.03
15-Dec-2020	74,552.94	= 8,303.03 +	66,249.91	66,249.91	16,606.06	49,643.85	1,660,606.03	49,643.85	1,610,962.18
15-Jun-2021	74,304.72	= 8,054.81 +	66,249.91	66,249.91	16,109.62	50,140.29	1,610,962.18	50,140.29	1,560,821.89
15-Dec-2021	74,054.02	= 7,804.11 +	66,249.91	66,249.91	15,608.22	50,641.69	1,560,821.89	50,641.69	1,510,180.20
15-Jun-2022	73,800.81	= 7,550.90 +	66,249.91	66,249.91	15,101.80	51,148.11	1,510,180.20	51,148.11	1,459,032.09
15-Dec-2022	73,545.07	= 7,295.16 +	66,249.91	66,249.91	14,590.32	51,659.59	1,459,032.09	51,659.59	1,407,372.50
15-Jun-2023	73,286.77	= 7,036.86 +	66,249.91	66,249.91	14,073.72	52,176.19	1,407,372.50	52,176.19	1,355,196.31
15-Dec-2023	73,025.89	= 6,775.98 +	66,249.91	66,249.91	13,551.96	52,697.95	1,355,196.31	52,697.95	1,302,498.36
15-Jun-2024	72,762.40	= 6,512.49 +	66,249.91	66,249.91	13,024.98	53,224.93	1,302,498.36	53,224.93	1,249,273.43
15-Dec-2024	72,496.28	= 6,246.37 +	66,249.91	66,249.91	12,492.73	53,757.18	1,249,273.43	53,757.18	1,195,516.25
15-Jun-2025	72,227.49	= 5,977.58 +	66,249.91	66,249.91	11,955.16	54,294.75	1,195,516.25	54,294.75	1,141,221.50
15-Dec-2025	71,956.02	= 5,706.11 +	66,249.91	66,249.91	11,412.22	54,837.69	1,141,221.50	54,837.69	1,086,383.81
15-Jun-2026	71,681.83	= 5,431.92 +	66,249.91	66,249.91	10,863.84	55,386.07	1,086,383.81	55,386.07	1,030,997.74
15-Dec-2026	71,404.90	= 5,154.99 +	66,249.91	66,249.91	10,309.98	55,939.93	1,030,997.74	55,939.93	975,057.81
15-Jun-2027	71,125.20	= 4,875.29 +	66,249.91	66,249.91	9,750.58	56,499.33	975,057.81	56,499.33	918,558.48
15-Dec-2027	70,842.70	= 4,592.79 +	66,249.91	66,249.91	9,185.58	57,064.33	918,558.48	57,064.33	861,494.15
15-Jun-2028	70,557.38	= 4,307.47 +	66,249.91	66,249.91	8,614.94	57,634.97	861,494.15	57,634.97	803,859.18
15-Dec-2028	70,269.21	= 4,019.30 +	66,249.91	66,249.91	8,038.59	58,211.32	803,859.18	58,211.32	745,647.86
15-Jun-2029	69,978.15	= 3,728.24 +	66,249.91	66,249.91	7,456.48	58,793.43	745,647.86	58,793.43	686,854.43
15-Dec-2029	69,684.18	= 3,434.27 +	66,249.91	66,249.91	6,868.54	59,381.37	686,854.43	59,381.37	627,473.06
15-Jun-2030	69,387.28	= 3,137.37 +	66,249.91	66,249.91	6,274.73	59,975.18	627,473.06	59,975.18	567,497.88
15-Dec-2030	69,087.40	= 2,837.49 +	66,249.91	66,249.91	5,674.98	60,574.93	567,497.88	60,574.93	506,922.95
15-Jun-2031	68,784.52	= 2,534.61 +	66,249.91	66,249.91	5,069.23	61,180.68	506,922.95	61,180.68	445,742.27
15-Dec-2031	68,478.62	= 2,228.71 +	66,249.91	66,249.91	4,457.42	61,792.49	445,742.27	61,792.49	383,949.78
15-Jun-2032	68,169.66	= 1,919.75 +	66,249.91	66,249.91	3,839.50	62,410.41	383,949.78	62,410.41	321,539.37
15-Dec-2032	67,857.61	= 1,607.70 +	66,249.91	66,249.91	3,215.39	63,034.52	321,539.37	63,034.52	258,504.85
15-Jun-2033	67,542.43	= 1,292.52 +	66,249.91	66,249.91	2,585.05	63,664.86	258,504.85	63,664.86	194,839.99
15-Dec-2033	67,224.11	= 974.20 +	66,249.91	66,249.91	1,948.40	64,301.51	194,839.99	64,301.51	130,538.48
15-Jun-2034	66,902.60	= 652.69 +	66,249.91	66,249.91	1,305.38	64,944.53	130,538.48	64,944.53	65,593.95
15-Dec-2034	66,577.86	= 327.97 +	66,249.89	66,249.89	655.94	65,593.95	65,593.95	65,593.95	0.00
TOTALS	2,887,347.08	237,350.70	2,649,996.38	2,649,996.38	474,701.38	2,175,295.00	2,175,295.00	2,175,295.00	

6.E.

**AMENDMENT TO STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES**

THIS AMENDMENT made and entered into by and between the City of Ogallala, Keith County, Nebraska, (hereinafter referred to as the Owner) and T.C. Engineering Inc. (hereinafter referred to as the Engineer), WITNESS THAT

WHEREAS, the Time Framework of the scope of work outlined in the AGREEMENT FOR ENGINEERING SERVICES dated July 23, 2013, (hereinafter referred to as the Agreement), is being AMENDED by the addition of an auxiliary generator set and supply gas line for emergency service at Well 2009-1.

NOW, THEREFORE, in accordance with the Agreement, Article 2 paragraph C2.01 shall be amended to provide for the additional cost for services necessary for the addition:

A.1.c. 1. Generator set and gas line to service the generator set:  
Lump sum: \$ 3,700.00

WITNESS WHEREOF, the Owner and the Engineer have executed this contract amendment as of the date and year last written below:

Owner:	Engineer:
City of Ogallala, Nebraska	T.C. Engineering Inc.
By: _____ Harold Peterson, Council President	By: _____ Thomas C. Werblow, CEO

Date: _____	Date: _____
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ATTEST:

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City Clerk

6.F.