

City of Ogallala

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



JANUARY 28, 2014

AGENDA ATTACHMENTS

- 2.A. Minutes of the Regular Meeting held January 14, 2014.
- 2.B. Claims.
- 5.A. Claim - West Central Nebraska Development District.
- 5.B. Claim – Rankin Sales and Service.
- 6.A. Airport – Consultant Agreement Airport Improvement Program (AIP Project No. 3-31-0061-10).
- 6.C. Community Development – Community Development Block Grant Contract Amendment (CDBG #10-DTR-108).
- 6.E. Community Development - Specifications, advertising and bid opening dates for Improvements to Nebraska Highway 61, Pony Express Lane and Oregon Trail Drive.
- 6.F. Community Development – Letter Agreement for Professional Services for Offsite Improvements Nebraska Highway 61, Pony Express Lane and Oregon Trail Drive – Olsson Associates.
- 6.I. Planning and Zoning - Amend the Ogallala zoning map regarding property located in Lot B, Jehorek’s Replat, a replat of Lot 2, Hillis’s Replat, An Administrative Replat of Lot 3, Ogallala Industrial Addition. The proposal is to rezone this property from A-1 *Agricultural District* to I-1 *Industrial District*. (Ord. 1310).
- 6.J. Planning and Zoning - Recommendation to amend the Ogallala zoning code, Chapter 44 adding requirements for perimeter fencing located within the zoning jurisdiction of Ogallala. (Ord. 1311).



MINUTE BOOK
CITY OF OGALLALA, NEBRASKA

REGULAR MEETING OF THE CITY COUNCIL

JANUARY 14, 2014

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 14th day of January 2014, at 7:30 o'clock P.M. Present were: President of the Council: Harold Peterson; Council Members: Darrell G. Bassett, Kevin Block, Karl Elmshaeuser, and Rodger Rankin. Absent: None. City Manager: Aaron Smith; City Clerk-Treasurer: Jane M. Skinner; City Attorney: Michael McQuillan.

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 January 10, 2014 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.

Council President Peterson opened a public hearing regarding a recommendation to amend the Ogallala zoning map regarding property located in Lot B, Jehorek's Replat, a replat of Lot 2, Hillis's Replat, An Administrative Replat of Lot 3, Ogallala Industrial Addition. The proposal is to rezone this property from A-1 Agricultural District to I-1 Industrial District at 7:31 P.M.

Ken Knoepfel, Planning and Zoning Administrator, addressed the council regarding the public hearing regarding a recommendation to amend the Ogallala zoning map regarding property located in Lot B, Jehorek's Replat, a replat of Lot 2, Hillis's Replat, An Administrative Replat of Lot 3, Ogallala Industrial Addition.

Tanya Jellison did not appear before the council as requested concerning The Litter Box.

Councilman Bassett moved to approve the minutes of the Regular Meeting held December 20, 2013. Councilman Block seconded the motion. The following council members voted Yes: Darrell Bassett, Kevin Block, Karl Elmshaeuser, Pete Peterson and Rodger Rankin. No: None. Motion declared carried.

City Clerk Skinner presented the December 2013 Financial Report.

Councilman Block moved to approve a keno operation at Platte River Sports Bar located at 201 Chuckwagon Road in Ogallala Nebraska. Councilman Rankin seconded the motion. The following council members voted Yes: Darrell Bassett, Kevin Block, Harold Peterson and Rodger Rankin. No: Karl Elmshaeuser. Motion declared carried.

Councilman Bassett moved to approve the Corporate Manager License for Gemma Torres in Connection with the Platte River Sports Bar and Platte River Inn located at 201 Chuckwagon Road. Councilman Block seconded the motion. The following council members voted Yes: Darrell Bassett, Kevin Block, Karl Elmshaeuser, Pete Peterson and Rodger Rankin. No: None. Motion declared carried.

Councilman Block introduced resolution 1407 creating the position Assistant Pool and Recreation Manager. 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, Karl Elmshaeuser, Harold Peterson and Rodger Rankin. The following council Members voted "No": None. Absent: Motion

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declared carried and Resolution No. 1407 adopted, a copy of said Resolution being attached hereto and by this express reference, incorporated herein and made a part hereof.

Councilman Bassett introduced resolution 1408 amending the City of Ogallala Job Title – Salary Range Table. Council President Peterson read the resolution by title and Councilman Block seconded the motion. Upon roll call vote, the following Council Members voted “Yes”: Darrell Bassett, Kevin Block, Karl Elmshaeuser, Harold Peterson and Rodger Rankin. The following council Members voted “No”: None. Absent: Motion declared carried and Resolution No. 1408 adopted, a copy of said Resolution being attached hereto and by this express reference, incorporated herein and made a part hereof.

Councilman Block introduced resolution 1409 amending the special fee schedule – Goodall Recreation Center with an effective date of March 1, 2014. Council President Peterson read the resolution by title and Councilman Elmshaeuser seconded the motion. Upon roll call vote, the following Council Members voted “Yes”: Darrell Bassett, Kevin Block, Karl Elmshaeuser, Harold Peterson and Rodger Rankin. The following council Members voted “No”: None. Absent: one. Motion declared carried and Resolution No. 1409 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 introduced and read for the first time on November 26, 2013 and read for the second time on December 10, 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 third time.

City Manager Aaron Smith, Bob Josjor, Ken Knoepfel-Planning and Zoning Administrator, and Doug Davis addressed the council regarding a proposed ordinance amending section 36-102, solid waste management prohibited accumulation and disposal, of the municipal code of the city of Ogallala, Nebraska. City Manager Aaron Smith will work with the police department, planning and zoning, and the Chamber of Commerce to come up with appropriate changes to proposed ordinance 1307 prior to further consideration by the council.

Council President Peterson closed a public hearing regarding a recommendation to amend the Ogallala zoning map regarding property located in Lot B, Jehorek’s Replat, a replat of Lot 2, Hillis’s Replat, An Administrative Replat of Lot 3, Ogallala Industrial Addition. The proposal is to rezone this property from A-1 Agricultural District to I-1 Industrial District at 8:23 P.M.

Councilman Elmshaeuser introduced Ordinance 1310. Council President Peterson read Ordinance 1310 by title, An Ordinance rezoning the following described real estate: Lot B, Jehorek’s Replat, A Replat of Lot 2, Hillis’s Replat, An Administrative Replat of Lot 3, Ogallala Industrial Addition from A-1 (Agricultural District) To I-1 (Industrial District). Council President Peterson announced that Ordinance 1310 was read for the first time.

Councilman Block introduced Ordinance 1311. Council President Peterson read Ordinance 1311 by title, an ordinance adding section 44-1711 of the Ogallala Municipal Code governing perimeter boundary fencing. Council President Peterson announced that Ordinance 1311 was read for the first time.

City Manager Aaron Smith reported to the council regarding the proposed Library site and the conversation that has begun with the Ogallala Public School District regarding property transitions and truck parking on residential streets. City Manager Smith will looking into truck parking on residential streets further.

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

- A. Keep Keith County Beautiful – Buck Bassett.

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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. JANUARY 14, 2014

Present were: President of the Council: Harold Peterson; Council Members: Darrell Bassett, Kevin Block, Karl Elmshaeuser and Rodger Rankin. Absent: None. City Manager: Aaron Smith; City Clerk-Treasurer: Jane Skinner; City Attorney: Michael McQuillan.

Opened a public hearing regarding a recommendation to amend the Ogallala zoning map regarding property located in Lot B, Jehorek's Replat, a replat of Lot 2, Hillis's Replat, An Administrative Replat of Lot 3, Ogallala Industrial Addition. The proposal is to rezone this property from A-1 Agricultural District to I-1 Industrial District at 7:31 P.M.

Tanya Jellison did not appear before the council as requested concerning The Litter Box.

Moved to approve the minutes of the Regular Meeting held December 20, 2013. Carried.

Presented the December 2013 Financial Report.

Moved to approve a keno operation at Platte River Sports Bar located at 201 Chuckwagon Road in Ogallala Nebraska. Carried.

Moved to approve the Corporate Manager License for Gemma Torres in Connection with the Platte River Sports Bar and Platte River Inn located at 201 Chuckwagon Road. Carried.

Introduced and approved resolution 1407 creating the position Assistant Pool and Recreation Manager.

Introduced and approved resolution 1408 amending the City of Ogallala Job Title – Salary Range Table.

Introduced and approved resolution 1409 amending the special fee schedule – Goodall Recreation Center with an effective date of March 1, 2014.

Announced Ordinance 1307 was introduced and read for the first time on November 26, 2013 and read for the second time on December 10, 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 third time.

City Manager Aaron Smith, Bob Josjor, Ken Knoepfel-Planning and Zoning Administrator, and Doug Davis addressed the council regarding a proposed ordinance amending section 36-102, solid waste management prohibited accumulation and disposal, of the municipal code of the city of Ogallala, Nebraska. City Manager Aaron Smith will work with the police department, planning and zoning, and the Chamber of Commerce to come up with appropriate changes to proposed ordinance 1307 prior to further consideration by the council.

Closed a public hearing regarding a recommendation to amend the Ogallala zoning map regarding property located in Lot B, Jehorek's Replat, a replat of Lot 2, Hillis's Replat, An Administrative Replat of Lot 3, Ogallala Industrial Addition. The proposal is to rezone this property from A-1 Agricultural District to I-1 Industrial District at 8:23 P.M.

Introduced Ordinance 1310. Read Ordinance 1310 by title, An Ordinance rezoning the following described real estate: Lot B, Jehorek's Replat, A Replat of Lot 2, Hillis's Replat, An Administrative Replat of Lot 3, Ogallala Industrial Addition from A-1 (Agricultural

2.A.

MINUTE BOOK
CITY OF OGALLALA, NEBRASKA

District) To I-1 (Industrial District). Announced that Ordinance 1310 was read for the first time.

Introduced Ordinance 1311. Read Ordinance 1311 by title, an ordinance adding section 44-1711 of the Ogallala Municipal Code governing perimeter boundary fencing. Announced that Ordinance 1311 was read for the first time.

City Manager Aaron Smith reported to the council regarding the proposed Library site and the conversation that has begun with the Ogallala Public School District regarding property transitions and truck parking on residential streets.

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

- A. Keep Keith County Beautiful – Buck Bassett.
- B. Keith County Area Development – Karl Elmshaeuser.

Moved to adjourn at 8:38 P.M. Carried.

Jane M. Skinner, City Clerk

Harold L. Peterson, Council President

2.A.

**CITY OF OGALLALA
CLAIMS LISTING**

Cash Account	Check #	CK Date	Ven #	Vendor Name	Ck Amount	Description
00 12700	55877	12/26/2013	12501	125 PLAN	192.30	DEPENDANT CARE-PRETX
00 12700	55877	12/26/2013	12501	125 PLAN	365.76	DEPENDANT CARE-PRETX
00 12700	55878	12/26/2013	EFT01	EFTPS	3,171.96	FEDERAL INCOME TAX
00 12700	55878	12/26/2013	EFT01	EFTPS	2,350.04	FEDERAL INCOME TAX
00 12700	55878	12/26/2013	EFT01	EFTPS	8,462.26	FEDERAL INCOME TAX
00 12700	55878	12/26/2013	EFT01	EFTPS	1,979.14	FEDERAL INCOME TAX
00 12700	55879	12/26/2013	HAR00	HARTFORD LIFE AND ACCIDEN	27.21	FIREFIGHTER LIFE INSURANC
00 12700	55879	12/26/2013	HAR00	HARTFORD LIFE AND ACCIDEN	27.21	FIREFIGHTER LIFE INSURANC
00 12700	55879	12/26/2013	HAR00	HARTFORD LIFE AND ACCIDEN	416.90	LIFE INSURANCE
00 12700	55879	12/26/2013	HAR00	HARTFORD LIFE AND ACCIDEN	594.05	LIFE INSURANCE
00 12700	55880	12/26/2013	HEA01	HOSPITAL & MEDICAL	16,084.98	MEDICAL INSURANCE
00 12700	55880	12/26/2013	HEA01	HOSPITAL & MEDICAL	508.93	MEDICAL INSURANCE
00 12700	55881	12/26/2013	ICM01	ICMA-RC PLAN #108596	511.50	PENSION
00 12700	55882	12/26/2013	KEI05	KEITH COUNTY COURT	283.65	GARNISHMENT
00 12700	55883	12/26/2013	MAN02	JOHN HANCOCK FINANCIAL SE	4,008.64	PENSION
00 12700	55883	12/26/2013	MAN02	JOHN HANCOCK FINANCIAL SE	167.48	PENSION
00 12700	55883	12/26/2013	MAN02	JOHN HANCOCK FINANCIAL SE	329.07	PENSION
00 12700	55883	12/26/2013	MAN02	JOHN HANCOCK FINANCIAL SE	239.24	PENSION
00 12700	55883	12/26/2013	MAN02	JOHN HANCOCK FINANCIAL SE	575.05	PENSION
00 12700	55884	12/26/2013	MAN04	JOHN HANCOCK FINANCIAL SE	2,232.80	PENSION
00 12700	55885	12/26/2013	NCS01	NE CHILD SUPPORT CENTER	25.00	CHILD SUPPORT
00 12700	55886	12/26/2013	PIN01	PINNACLE BANK	50,565.22	PP26 DIRECT PAY
00 12700	55887	12/26/2013	VAL07	VALLEY BANK-HEALTH SAVING	1,411.50	HSA HEALTH SAVINGS
00 12700	55888	12/31/2013	STA01	STATE OF NEB DEPT OF REV	5,003.43	STATE INCOME TAX
00 12700	55890	1/9/2014	12501	125 PLAN	192.30	DEPENDANT CARE-PRETX
00 12700	55890	1/9/2014	12501	125 PLAN	345.67	DEPENDANT CARE-PRETX
00 12700	55891	1/9/2014	AME01	AMERICAN FAMILY INSURANCE	41.86	AFLAC LIFE
00 12700	55891	1/9/2014	AME01	AMERICAN FAMILY INSURANCE	100.42	AFLAC LIFE
00 12700	55891	1/9/2014	AME01	AMERICAN FAMILY INSURANCE	187.69	AFLAC LIFE
00 12700	55891	1/9/2014	AME01	AMERICAN FAMILY INSURANCE	62.28	AFLAC LIFE
00 12700	55891	1/9/2014	AME01	AMERICAN FAMILY INSURANCE	33.28	AFLAC LIFE
00 12700	55891	1/9/2014	AME01	AMERICAN FAMILY INSURANCE	50.00	AFLAC LIFE
00 12700	55892	1/9/2014	EFT01	EFTPS	2,427.22	FEDERAL INCOME TAX
00 12700	55892	1/9/2014	EFT01	EFTPS	3,648.78	FEDERAL INCOME TAX
00 12700	55892	1/9/2014	EFT01	EFTPS	8,410.98	FEDERAL INCOME TAX
00 12700	55892	1/9/2014	EFT01	EFTPS	1,967.14	FEDERAL INCOME TAX
00 12700	55893	1/9/2014	HEA01	HOSPITAL & MEDICAL	16,303.56	MEDICAL INSURANCE
00 12700	55893	1/9/2014	HEA01	HOSPITAL & MEDICAL	518.34	MEDICAL INSURANCE
00 12700	55894	1/9/2014	ICM01	ICMA-RC PLAN #108596	511.50	PENSION
00 12700	55895	1/9/2014	KEI05	KEITH COUNTY COURT	283.65	GARNISHMENT
00 12700	55896	1/9/2014	MAN02	JOHN HANCOCK FINANCIAL SE	3,786.30	PENSION
00 12700	55896	1/9/2014	MAN02	JOHN HANCOCK FINANCIAL SE	127.09	PENSION
00 12700	55896	1/9/2014	MAN02	JOHN HANCOCK FINANCIAL SE	329.07	PENSION
00 12700	55896	1/9/2014	MAN02	JOHN HANCOCK FINANCIAL SE	239.24	PENSION
00 12700	55896	1/9/2014	MAN02	JOHN HANCOCK FINANCIAL SE	647.96	PENSION
00 12700	55897	1/9/2014	MAN04	JOHN HANCOCK FINANCIAL SE	2,378.18	PENSION
00 12700	55898	1/9/2014	NCS01	NE CHILD SUPPORT CENTER	25.00	CHILD SUPPORT
00 12700	55899	1/9/2014	PIN01	PINNACLE BANK	49,434.58	PP1 DIRECT PAY
00 12700	55900	1/9/2014	VAL07	VALLEY BANK-HEALTH SAVING	1,483.00	HSA HEALTH SAVINGS
00 12700	55901	1/23/2014	12501	125 PLAN	192.30	DEPENDANT CARE-PRETX
00 12700	55901	1/23/2014	12501	125 PLAN	345.67	DEPENDANT CARE-PRETX
00 12700	55902	1/23/2014	EFT01	EFTPS	3,236.89	FEDERAL INCOME TAX
00 12700	55902	1/23/2014	EFT01	EFTPS	2,185.86	FEDERAL INCOME TAX
00 12700	55902	1/23/2014	EFT01	EFTPS	8,085.90	FEDERAL INCOME TAX
00 12700	55902	1/23/2014	EFT01	EFTPS	1,891.10	FEDERAL INCOME TAX
00 12700	55903	1/23/2014	HAR00	HARTFORD LIFE AND ACCIDEN	137.50	FIREFIGHTER LIFE INSURANC
00 12700	55903	1/23/2014	HAR00	HARTFORD LIFE AND ACCIDEN	137.50	FIREFIGHTER LIFE INSURANC
00 12700	55903	1/23/2014	HAR00	HARTFORD LIFE AND ACCIDEN	21.00	FIREFIGHTER LIFE INSURANC
00 12700	55903	1/23/2014	HAR00	HARTFORD LIFE AND ACCIDEN	(11.00)	FIREFIGHTER LIFE INSURANC
00 12700	55903	1/23/2014	HAR00	HARTFORD LIFE AND ACCIDEN	427.90	LIFE INSURANCE
00 12700	55903	1/23/2014	HAR00	HARTFORD LIFE AND ACCIDEN	557.45	LIFE INSURANCE
00 12700	55904	1/23/2014	HEA01	HOSPITAL & MEDICAL	16,303.56	MEDICAL INSURANCE
00 12700	55904	1/23/2014	HEA01	HOSPITAL & MEDICAL	518.34	MEDICAL INSURANCE
00 12700	55905	1/23/2014	ICM01	ICMA-RC PLAN #108596	511.50	PENSION

2.B.

**CITY OF OGALLALA
CLAIMS LISTING**

Cash Account	Check #	CK Date	Ven #	Vendor Name	Ck Amount	Description
00 12700	55906	1/23/2014	KEI05	KEITH COUNTY COURT	283.65	GARNISHMENT
00 12700	55907	1/23/2014	MAN02	JOHN HANCOCK FINANCIAL SE	3,780.80	PENSION
00 12700	55907	1/23/2014	MAN02	JOHN HANCOCK FINANCIAL SE	126.93	PENSION
00 12700	55907	1/23/2014	MAN02	JOHN HANCOCK FINANCIAL SE	329.07	PENSION
00 12700	55907	1/23/2014	MAN02	JOHN HANCOCK FINANCIAL SE	239.24	PENSION
00 12700	55907	1/23/2014	MAN02	JOHN HANCOCK FINANCIAL SE	591.41	PENSION
00 12700	55908	1/23/2014	MAN04	JOHN HANCOCK FINANCIAL SE	2,232.80	PENSION
00 12700	55909	1/23/2014	NCS01	NE CHILD SUPPORT CENTER	25.00	CHILD SUPPORT
00 12700	55910	1/23/2014	VAL07	VALLEY BANK-HEALTH SAVING	1,483.00	HSA HEALTH SAVINGS
00 12700	55911	1/23/2014	PIN01	PINNACLE BANK	48,031.22	PP2 DIRECT DEPOSIT
00 12700	1	12/26/2013	HAS04	HASLER-TOTALFUNDS BY HASL	60.00	10-POSTAGE-POSTAGE NOW ACCOUNT
00 12700	52	1/1/2014	NED01	NE DEPT OF AERONAUTICS	1,130.83	46-VOR, DME & AWOS
00 12700	52	1/1/2014	NED01	NE DEPT OF AERONAUTICS	2,060.00	46-HANGAR LOAN #2819
00 12700	68	1/17/2014	NER01	NE DEPARTMENT OF REVENUE	371.72	40-DEC 2013 SALES TAX
00 12700	68	1/17/2014	NER01	NE DEPARTMENT OF REVENUE	81.77	41-DEC 2013 SALES TAX
00 12700	68	1/17/2014	NER01	NE DEPARTMENT OF REVENUE	1.53	32-DEC 2013 SALES TAX
00 12700	68	1/17/2014	NER01	NE DEPARTMENT OF REVENUE	0.26	10-DEC 2013 SALES TAX
00 12700	76	1/8/2014	AIR03	AIR BP AVIATION SERVICES	17,649.58	46-AVGAS, TAXES, FEES
00 12700	140	1/28/2014	PIN01	PINNACLE BANK	25.00	10-DIRECT DEPOSIT FEES
00 12700	55889	1/8/2014	NEB06	NEBRASKA DEPT OF ROADS	9,723.00	37-PROJECT #RPT-M511 BUS
00 12700	55912	1/28/2014	ALC01	ALCO DISCOUNT STORE #166	30.17	32-LITE SETS, LITED ROPE
00 12700	55912	1/28/2014	ALC01	ALCO DISCOUNT STORE #166	8.98	21-TRAY, ENVELOPES
00 12700	55912	1/28/2014	ALC01	ALCO DISCOUNT STORE #166	61.14	10-LITED ROPES
00 12700	55912	1/28/2014	ALC01	ALCO DISCOUNT STORE #166	10.19	10-GARLAND
00 12700	55912	1/28/2014	ALC01	ALCO DISCOUNT STORE #166	17.28	36-BATTERIES
00 12700	55912	1/28/2014	ALC01	ALCO DISCOUNT STORE #166	29.99	40-DVD PLAYER
00 12700	55912	1/28/2014	ALC01	ALCO DISCOUNT STORE #166	37.49	10-BOOKCASE
00 12700	55912	1/28/2014	ALC01	ALCO DISCOUNT STORE #166	61.95	31-TOTES, DISH SOAP
00 12700	55912	1/28/2014	ALC01	ALCO DISCOUNT STORE #166	50.97	31-TOTES
00 12700	55913	1/28/2014	ALL06	ALLO COMMUNICATIONS	175.04	10-PHONE/INTERNET SVC DEC 2013
00 12700	55913	1/28/2014	ALL06	ALLO COMMUNICATIONS	27.00	10-PHONE/INTERNET SVC DEC 2013
00 12700	55913	1/28/2014	ALL06	ALLO COMMUNICATIONS	33.75	48-PHONE/INTERNET SVC DEC 2013
00 12700	55913	1/28/2014	ALL06	ALLO COMMUNICATIONS	5.00	48-PHONE/INTERNET SVC DEC 2013
00 12700	55913	1/28/2014	ALL06	ALLO COMMUNICATIONS	81.26	31-PHONE/INTERNET SVC DEC 2013
00 12700	55913	1/28/2014	ALL06	ALLO COMMUNICATIONS	5.00	31-PHONE/INTERNET SVC DEC 2013
00 12700	55913	1/28/2014	ALL06	ALLO COMMUNICATIONS	5.00	36-PHONE/INTERNET SVC DEC 2013
00 12700	55913	1/28/2014	ALL06	ALLO COMMUNICATIONS	148.84	32-PHONE/INTERNET SVC DEC 2013
00 12700	55913	1/28/2014	ALL06	ALLO COMMUNICATIONS	70.58	40-PHONE/INTERNET SVC DEC 2013
00 12700	55913	1/28/2014	ALL06	ALLO COMMUNICATIONS	37.00	40-PHONE/INTERNET SVC DEC 2013
00 12700	55913	1/28/2014	ALL06	ALLO COMMUNICATIONS	37.86	38-PHONE/INTERNET SVC DEC 2013
00 12700	55913	1/28/2014	ALL06	ALLO COMMUNICATIONS	5.00	38-PHONE/INTERNET SVC DEC 2013
00 12700	55913	1/28/2014	ALL06	ALLO COMMUNICATIONS	37.10	37-PHONE/INTERNET SVC DEC 2013
00 12700	55913	1/28/2014	ALL06	ALLO COMMUNICATIONS	5.00	37-PHONE/INTERNET SVC DEC 2013
00 12700	55914	1/28/2014	AND01	ANDERSEN SIGN COMPANY	88.66	31-REFLECTIVE LETTERING
00 12700	55915	1/28/2014	AOS01	NAPA OGALLALA	113.92	21-BATTERY, CABLE
00 12700	55915	1/28/2014	AOS01	NAPA OGALLALA	19.69	46-TURN SIGNAL
00 12700	55915	1/28/2014	AOS01	NAPA OGALLALA	17.98	32-FUEL ADDITIVE
00 12700	55915	1/28/2014	AOS01	NAPA OGALLALA	6.88	21-SWITCH
00 12700	55915	1/28/2014	AOS01	NAPA OGALLALA	10.66	21-CHOKE CABLE
00 12700	55915	1/28/2014	AOS01	NAPA OGALLALA	4.20	32-VACUUM TUBING
00 12700	55915	1/28/2014	AOS01	NAPA OGALLALA	26.98	21-SOLENOID
00 12700	55916	1/28/2014	ARN02	ARNOLD POOL CO.	150.00	40-FIXED HOSE
00 12700	55916	1/28/2014	ARN02	ARNOLD POOL CO.	59.50	40-FILTER CLEANER & DEGREASER
00 12700	55916	1/28/2014	ARN02	ARNOLD POOL CO.	25.50	40-PRESSURE GAUGE MOUNT
00 12700	55916	1/28/2014	ARN02	ARNOLD POOL CO.	150.00	40-CHECK OUT CHLORINATOR
00 12700	55916	1/28/2014	ARN02	ARNOLD POOL CO.	105.00	40-PRESSURE GAUGE MOUNT-LABOR
00 12700	55917	1/28/2014	BAL01	BALTZELL VET. CLINIC	40.00	32-EUTHANASIA
00 12700	55918	1/28/2014	BDO01	B & D OFFICE SUPPLY	119.99	32-CHAIR
00 12700	55918	1/28/2014	BDO01	B & D OFFICE SUPPLY	444.00	32-CHAIRS
00 12700	55918	1/28/2014	BDO01	B & D OFFICE SUPPLY	21.89	10-WALL ORGANIZERS
00 12700	55918	1/28/2014	BDO01	B & D OFFICE SUPPLY	21.89	21-WALL ORGANIZERS
00 12700	55918	1/28/2014	BDO01	B & D OFFICE SUPPLY	21.89	31-WALL ORGANIZERS
00 12700	55918	1/28/2014	BDO01	B & D OFFICE SUPPLY	21.89	34-WALL ORGANIZERS
00 12700	55918	1/28/2014	BDO01	B & D OFFICE SUPPLY	21.89	42-WALL ORGANIZERS

23.

**CITY OF OGALLALA
CLAIMS LISTING**

Cash Account	Check #	CK Date	Ven #	Vendor Name	Ck Amount	Description
00 12700	55918	1/28/2014	BDO01	B & D OFFICE SUPPLY	295.12	32-PAPER, FILES, MARKERS, FOLDER
00 12700	55918	1/28/2014	BDO01	B & D OFFICE SUPPLY	68.60	32-FOLDERS
00 12700	55919	1/28/2014	BIG05	BIG SPRINGS EQUIPMENT INC	68.34	21-REPAIR KIT FOR MOWER
00 12700	55920	1/28/2014	BOU01	BOUND TREE MEDICAL, LLC	8,415.72	36-AED'S
00 12700	55920	1/28/2014	BOU01	BOUND TREE MEDICAL, LLC	114.80	36-ELECTRODES
00 12700	55920	1/28/2014	BOU01	BOUND TREE MEDICAL, LLC	95.40	36-BANDAGE, TRAUMA DRESSING
00 12700	55921	1/28/2014	BRO16	RICHARD BROWN	11.78	21-CLASS B LIC RENEWAL-WOOD
00 12700	55922	1/28/2014	BRU02	BRUCKNER, MIKE	842.32	32-PP#1, PP#2
00 12700	55923	1/28/2014	CAN04	CANDY AEROTECH SERVICE, L	1,000.00	46-AIRPORT ATTENDANT DUES FOR JAN 2014
00 12700	55924	1/28/2014	CAS01	CASH-WA DISTRIBUTING	271.60	40-TOWELS
00 12700	55925	1/28/2014	CHA03	CHARTER COMMUNICATIONS	54.95	42-INTERNET
00 12700	55926	1/28/2014	COA01	TRUE VALUE HOMECENTER	2.00	42-MISC HARDWARE
00 12700	55926	1/28/2014	COA01	TRUE VALUE HOMECENTER	13.15	31-RUBBER STRAP
00 12700	55926	1/28/2014	COA01	TRUE VALUE HOMECENTER	53.97	31-SPRAYER, NYLON ROPE
00 12700	55926	1/28/2014	COA01	TRUE VALUE HOMECENTER	25.33	31-PRIMER, SPRAY PAINT
00 12700	55926	1/28/2014	COA01	TRUE VALUE HOMECENTER	3.00	31-MISC HARDWARE
00 12700	55926	1/28/2014	COA01	TRUE VALUE HOMECENTER	15.06	31-COUPLING, NYLON CORD
00 12700	55926	1/28/2014	COA01	TRUE VALUE HOMECENTER	25.43	31-WASHERS, OUTLET, BOX COVER
00 12700	55926	1/28/2014	COA01	TRUE VALUE HOMECENTER	49.36	31-MISC HARDWARE
00 12700	55926	1/28/2014	COA01	TRUE VALUE HOMECENTER	28.99	31-PAINT
00 12700	55927	1/28/2014	COR04	CORRELL REFRIGERATION INC	195.00	31-ICE MACHINE REPAIR
00 12700	55928	1/28/2014	CRA05	CRANMORE PEST CONTROL LLC	45.00	31-PEST CONTROL
00 12700	55929	1/28/2014	CUL01	CULLIGAN	32.00	10-WATER/DISPENSER
00 12700	55929	1/28/2014	CUL01	CULLIGAN	23.50	32-WATER/DISPENSER
00 12700	55929	1/28/2014	CUL01	CULLIGAN	17.00	21-WATER/DISPENSER
00 12700	55929	1/28/2014	CUL01	CULLIGAN	11.50	34-WATER/DISPENSER
00 12700	55930	1/28/2014	DAN02	DANKO EMERGENCY EQUIP CO	341.20	31-REPAIR ENGINE 31
00 12700	55930	1/28/2014	DAN02	DANKO EMERGENCY EQUIP CO	177.87	31-REPAIR ENGINE 31
00 12700	55930	1/28/2014	DAN02	DANKO EMERGENCY EQUIP CO	89.00	31-WRENCHES
00 12700	55930	1/28/2014	DAN02	DANKO EMERGENCY EQUIP CO	282.89	31-REPAIR ENGINE 31
00 12700	55930	1/28/2014	DAN02	DANKO EMERGENCY EQUIP CO	1,748.29	31-REPAIR ENGINE 31
00 12700	55930	1/28/2014	DAN02	DANKO EMERGENCY EQUIP CO	154.73	31-REPAIR ENGINE 31
00 12700	55930	1/28/2014	DAN02	DANKO EMERGENCY EQUIP CO	590.00	36-BACKBOARD 99A
00 12700	55931	1/28/2014	DOL00	DOLLAR GENERAL - MSC	48.50	40-CLEANING SUPPLIES
00 12700	55931	1/28/2014	DOL00	DOLLAR GENERAL - MSC	36.00	40-CLEANING SUPPLIES
00 12700	55932	1/28/2014	DPE00	DP ELECTRONICS, LLC	8.49	32-CABLE
00 12700	55933	1/28/2014	EIC01	EICHNER SALES & SERVICE	8.50	42-ENGINE OIL
00 12700	55933	1/28/2014	EIC01	EICHNER SALES & SERVICE	43.67	21-CHAINE, SHARPEN CHAIN
00 12700	55934	1/28/2014	ELE01	ELECTRICAL ENGINEERING &	63.41	31-RESCUE 1 LIGHT BULBS
00 12700	55935	1/28/2014	EMS02	EMS BILLING SERVICES INC	1,752.69	36-CK'S REC'D PER CONTRACT
00 12700	55936	1/28/2014	EXT00	EXTREME MACHINE INC	99.75	37-RESURFACE ROTORS 2008 FORD BUS
00 12700	55937	1/28/2014	FAM04	FAMILY LIFE INS CO	85.14	36-AMB REFUND
00 12700	55938	1/28/2014	FAR03	FARMERS COOP ASSOCIATION	1,127.78	21-FUEL CHARGES JAN 2014
00 12700	55938	1/28/2014	FAR03	FARMERS COOP ASSOCIATION	153.06	31-FUEL CHARGES JAN 2014
00 12700	55938	1/28/2014	FAR03	FARMERS COOP ASSOCIATION	1,435.64	32-FUEL CHARGES JAN 2014
00 12700	55938	1/28/2014	FAR03	FARMERS COOP ASSOCIATION	229.00	34-FUEL CHARGES JAN 2014
00 12700	55938	1/28/2014	FAR03	FARMERS COOP ASSOCIATION	196.21	36-FUEL CHARGES JAN 2014
00 12700	55938	1/28/2014	FAR03	FARMERS COOP ASSOCIATION	1,635.72	37-FUEL CHARGES JAN 2014
00 12700	55938	1/28/2014	FAR03	FARMERS COOP ASSOCIATION	229.77	42-FUEL CHARGES JAN 2014
00 12700	55938	1/28/2014	FAR03	FARMERS COOP ASSOCIATION	185.31	46-FUEL CHARGES JAN 2014
00 12700	55938	1/28/2014	FAR03	FARMERS COOP ASSOCIATION	49.94	48-FUEL CHARGES JAN 2014
00 12700	55939	1/28/2014	FAR04	JOHN DEERE FINANCIALS	43.73	21-CONNECTOR, MULTI-TESTER
00 12700	55939	1/28/2014	FAR04	JOHN DEERE FINANCIALS	36.84	31-CABLE TIES, DUCT TAPE
00 12700	55939	1/28/2014	FAR04	JOHN DEERE FINANCIALS	149.99	42-INVERTOR
00 12700	55939	1/28/2014	FAR04	JOHN DEERE FINANCIALS	17.11	21-GLOVE
00 12700	55939	1/28/2014	FAR04	JOHN DEERE FINANCIALS	(1.12)	21-TAX
00 12700	55939	1/28/2014	FAR04	JOHN DEERE FINANCIALS	119.97	42-HEARING PROTECTORS
00 12700	55940	1/28/2014	FED01	FEDEX	46.21	10-SHIPPING CHARGES
00 12700	55941	1/28/2014	FYR01	FYR-TEK	94.24	31-GASKETS-ENGINE 33
00 12700	55942	1/28/2014	GRA06	GRAINGER	122.06	42-DRUM DEHEADER, EXTENDED HANDLE
00 12700	55943	1/28/2014	HOL14	HOLIDAY INN	165.90	36-ACCOMMODATIONS-RUDOLPH
00 12700	55943	1/28/2014	HOL14	HOLIDAY INN	165.90	36-ACCOMMODATIONS-OGG
00 12700	55944	1/28/2014	HUM01	HUMPHREYS AUTO SUPPLY	7.79	21-DIESEL TREATMENT
00 12700	55944	1/28/2014	HUM01	HUMPHREYS AUTO SUPPLY	11.11	21-TAPE

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**CITY OF OGALLALA
CLAIMS LISTING**

Cash Account	Check #	CK Date	Ven #	Vendor Name	Ck Amount	Description
00 12700	55944	1/28/2014	HUM01	HUMPHREYS AUTO SUPPLY	42.74	46-VENTVISORS
00 12700	55944	1/28/2014	HUM01	HUMPHREYS AUTO SUPPLY	23.00	21-GAUGE WIRE
00 12700	55944	1/28/2014	HUM01	HUMPHREYS AUTO SUPPLY	95.62	10-BATTER FOR 2005 IMPALA
00 12700	55944	1/28/2014	HUM01	HUMPHREYS AUTO SUPPLY	23.00	21-GAUGE WIRE
00 12700	55944	1/28/2014	HUM01	HUMPHREYS AUTO SUPPLY	65.33	21-PROTECTANT WIPES
00 12700	55944	1/28/2014	HUM01	HUMPHREYS AUTO SUPPLY	37.30	21-HYDRAULIC TUBE, TUBE SLEEVE, KNIFE BLADES
00 12700	55945	1/28/2014	ICM02	ICMA RETIREMENT CORP	125.00	10-ANNUAL PLAN FEE 1/1/14-3/31/14
00 12700	55946	1/28/2014	IDE01	IDEAL LINEN SUPPLY INC.	33.69	40-MATS
00 12700	55946	1/28/2014	IDE01	IDEAL LINEN SUPPLY INC.	27.77	21-TOWELS, MATS
00 12700	55946	1/28/2014	IDE01	IDEAL LINEN SUPPLY INC.	138.01	10-TOWELS, MATS
00 12700	55946	1/28/2014	IDE01	IDEAL LINEN SUPPLY INC.	27.77	21-TOWELS, MATS
00 12700	55946	1/28/2014	IDE01	IDEAL LINEN SUPPLY INC.	25.02	10-TOWELS, MATS
00 12700	55946	1/28/2014	IDE01	IDEAL LINEN SUPPLY INC.	33.69	40-MATS
00 12700	55946	1/28/2014	IDE01	IDEAL LINEN SUPPLY INC.	51.64	46-TOWELS
00 12700	55947	1/28/2014	IMA02	IMAGE TREND, INC.	500.00	36-ANNUAL FEE-SUPPORT
00 12700	55948	1/28/2014	JB01	WASTE CONNECTIONS INC.	74.16	10-TRASH SVC JAN 2014
00 12700	55948	1/28/2014	JB01	WASTE CONNECTIONS INC.	74.17	32-TRASH SVC JAN 2014
00 12700	55948	1/28/2014	JB01	WASTE CONNECTIONS INC.	76.13	46-TRASH SVC JAN 2014
00 12700	55948	1/28/2014	JB01	WASTE CONNECTIONS INC.	349.81	42-TRASH SVC JAN 2014
00 12700	55948	1/28/2014	JB01	WASTE CONNECTIONS INC.	64.39	34-TRASH SVC DEC 2013
00 12700	55948	1/28/2014	JB01	WASTE CONNECTIONS INC.	116.60	21-TRASH SVC JAN 2014
00 12700	55949	1/28/2014	JUD01	JUDY'S UPHOLSTERY	25.00	36-EMS UNIFORMS
00 12700	55950	1/28/2014	KCC01	KEITH COUNTY CLERK	10.00	34-RECORDING FEES-VASA
00 12700	55951	1/28/2014	KCH01	K.C. HOSPITAL AUTHORITY	33,300.41	51-SALES TAX OCT 2013
00 12700	55952	1/28/2014	KCN01	KEITH COUNTY NEWS	196.11	10-PUBLISHING
00 12700	55952	1/28/2014	KCN01	KEITH COUNTY NEWS	8.10	32-PUBLISHING
00 12700	55952	1/28/2014	KCN01	KEITH COUNTY NEWS	8.10	38-PUBLISHING
00 12700	55952	1/28/2014	KCN01	KEITH COUNTY NEWS	80.00	40-PUBLISHING
00 12700	55952	1/28/2014	KCN01	KEITH COUNTY NEWS	16.20	42-PUBLISHING
00 12700	55952	1/28/2014	KCN01	KEITH COUNTY NEWS	35.51	48-PUBLISHING
00 12700	55953	1/28/2014	KCT01	KEITH COUNTY TREASURER	9,941.20	32-MONTHLY EOC CHARGES JAN 2014
00 12700	55953	1/28/2014	KCT01	KEITH COUNTY TREASURER	935.38	36-MONTHLY EOC CHARGES JAN 2014
00 12700	55953	1/28/2014	KCT01	KEITH COUNTY TREASURER	420.24	31-MONTHLY EOC CHARGES JAN 2014
00 12700	55953	1/28/2014	KCT01	KEITH COUNTY TREASURER	4,085.48	47-TAXES-PLUNKETT ORIG ADD
00 12700	55954	1/28/2014	KEN01	KENFIELD ELECTRIC INC	180.36	21-ST DEPT PARKING LOT LIGHTS/SP ST LIGHTS
00 12700	55954	1/28/2014	KEN01	KENFIELD ELECTRIC INC	21.80	34-LIGHT BULB
00 12700	55954	1/28/2014	KEN01	KENFIELD ELECTRIC INC	147.96	32-LIGHT FLAG POLE
00 12700	55954	1/28/2014	KEN01	KENFIELD ELECTRIC INC	400.00	21-LABOR STREET LIGHTS
00 12700	55954	1/28/2014	KEN01	KENFIELD ELECTRIC INC	150.00	32-LIGHT FLAG POLE-LABOR
00 12700	55955	1/28/2014	KEN08	KENTS TOWING	100.00	32-TOWING FEES
00 12700	55956	1/28/2014	KNE01	SOURCEGAS	288.12	32-GAS SVC JAN 2014
00 12700	55956	1/28/2014	KNE01	SOURCEGAS	209.03	46-GAS SVC JAN 2014
00 12700	55956	1/28/2014	KNE01	SOURCEGAS	385.51	42-GAS SVC JAN 2014
00 12700	55956	1/28/2014	KNE01	SOURCEGAS	63.89	41-GAS SVC JAN 2014
00 12700	55956	1/28/2014	KNE01	SOURCEGAS	527.47	21-GAS SVC JAN 2014
00 12700	55956	1/28/2014	KNE01	SOURCEGAS	787.66	31-GAS SVC JAN 2014
00 12700	55956	1/28/2014	KNE01	SOURCEGAS	310.38	32-GAS SVC JAN 2014
00 12700	55956	1/28/2014	KNE01	SOURCEGAS	249.86	34-GAS SVC JAN 2014
00 12700	55956	1/28/2014	KNE01	SOURCEGAS	5,477.67	40-GAS SVC JAN 2014
00 12700	55956	1/28/2014	KNE01	SOURCEGAS	556.90	46-GAS SVC JAN 2014
00 12700	55957	1/28/2014	KOH02	KOHLER TRAILER SALES & SE	125.00	46-SNOW PLOW PARTS
00 12700	55958	1/28/2014	LAW02	LAWSON PRODUCTS, INC.	229.47	21-NYLON LOCK, PLOW BOLT, HACKSAW BLADE, DRILL
00 12700	55959	1/28/2014	LEA01	LEAGUE OF NE MUNICIPAL.	380.00	10-NE CITY MGMT ASSN DUES 11/1/13-10/31/14
00 12700	55960	1/28/2014	LEX01	LEXIS PUBLISHING-MATTHEW	65.08	32-NE CRIM & TRAFFIC MANUALS
00 12700	55961	1/28/2014	LIN01	MATHESON TRI-GAS INC (LIN	87.70	36-OXYGEN
00 12700	55961	1/28/2014	LIN01	MATHESON TRI-GAS INC (LIN	107.11	36-OXYGEN
00 12700	55961	1/28/2014	LIN01	MATHESON TRI-GAS INC (LIN	63.75	36-OXYGEN
00 12700	55962	1/28/2014	MAS00	MASTER'S TRANSPORTATION	211.24	37-FAN MOTOR, BLADE
00 12700	55963	1/28/2014	MCM01	MCM TRUCK EQUIP & REPAIR,	215.00	32-TOWING FEES
00 12700	55964	1/28/2014	MCQ01	MCQUILLAN LAW OFFICE PC L	483.00	10-PROFESSIONAL SERVICES DEC 2013
00 12700	55964	1/28/2014	MCQ01	MCQUILLAN LAW OFFICE PC L	100.00	36-PROFESSIONAL SERVICES DEC 2013
00 12700	55964	1/28/2014	MCQ01	MCQUILLAN LAW OFFICE PC L	225.00	48-PROFESSIONAL SERVICES DEC 2013
00 12700	55964	1/28/2014	MCQ01	MCQUILLAN LAW OFFICE PC L	117.00	10-PROFESSIONAL SVC DEC 2013
00 12700	55965	1/28/2014	MED09	MEDICARE PART B	344.72	36-AMB REFUND

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**CITY OF OGALLALA
CLAIMS LISTING**

Cash Account	Check #	CK Date	Ven #	Vendor Name	Ck Amount	Description
00 12700	55966	1/28/2014	MIC05	MICK MOUL'S MODERN BLDRS,	186,906.83	21-PROJ 012-2740, PMT 5, DOWNTOWN IMPROVEMENT
00 12700	55967	1/28/2014	MIG01	MIGHTY CLEAN JANITORIAL	70.00	31-JANITORIAL SVC-DEC 2013
00 12700	55968	1/28/2014	MOB01	MOBILE CONCEPTS BY SCOTTY	95.75	31-WEATHER SMART DVD
00 12700	55969	1/28/2014	MOC00	MOCIC	100.00	32-2014 MEMBERSHIPS FEES
00 12700	55970	1/28/2014	NEP01	NE PUBLIC POWER DISTRICT	1,236.34	10-ELECTRIC SVC JAN 2014
00 12700	55970	1/28/2014	NEP01	NE PUBLIC POWER DISTRICT	376.42	21-ELECTRIC SVC JAN 2014
00 12700	55970	1/28/2014	NEP01	NE PUBLIC POWER DISTRICT	12,075.55	21-ELECTRIC SVC JAN 2014
00 12700	55970	1/28/2014	NEP01	NE PUBLIC POWER DISTRICT	341.77	31-ELECTRIC SVC JAN 2014
00 12700	55970	1/28/2014	NEP01	NE PUBLIC POWER DISTRICT	222.42	32-ELECTRIC SVC JAN 2014
00 12700	55970	1/28/2014	NEP01	NE PUBLIC POWER DISTRICT	146.96	34-ELECTRIC SVC JAN 2014
00 12700	55970	1/28/2014	NEP01	NE PUBLIC POWER DISTRICT	1,572.67	40-ELECTRIC SVC JAN 2014
00 12700	55970	1/28/2014	NEP01	NE PUBLIC POWER DISTRICT	36.38	41-ELECTRIC SVC JAN 2014
00 12700	55970	1/28/2014	NEP01	NE PUBLIC POWER DISTRICT	1,147.94	42-ELECTRIC SVC JAN 2014
00 12700	55970	1/28/2014	NEP01	NE PUBLIC POWER DISTRICT	497.16	46-ELECTRIC SVC JAN 2014
00 12700	55970	1/28/2014	NEP01	NE PUBLIC POWER DISTRICT	824.72	47-ELECTRIC SVC JAN 2014
00 12700	55971	1/28/2014	2-Nov	NOVA FITNESS EQUIPMENT	5,100.00	40-BODY ARC TRAINER EQUIPMENT
00 12700	55972	1/28/2014	OFF02	OFFICE SERVICE, INC.	100.05	10-MAINTENANCE
00 12700	55972	1/28/2014	OFF02	OFFICE SERVICE, INC.	9.99	10-ENVELOPES
00 12700	55972	1/28/2014	OFF02	OFFICE SERVICE, INC.	27.92	38-NOTEBOOKS
00 12700	55972	1/28/2014	OFF02	OFFICE SERVICE, INC.	17.48	21-PAPER, PENCIL HOLDER, MAGNIFIER
00 12700	55972	1/28/2014	OFF02	OFFICE SERVICE, INC.	15.98	10-TAPE
00 12700	55972	1/28/2014	OFF02	OFFICE SERVICE, INC.	28.47	40-BUSINESS CARDS
00 12700	55972	1/28/2014	OFF02	OFFICE SERVICE, INC.	10.89	10-DIVIDERS, TAPE
00 12700	55972	1/28/2014	OFF02	OFFICE SERVICE, INC.	2.99	38-BINDER
00 12700	55973	1/28/2014	OGA02	BANNER HEALTH (OG COMM HO	18.65	31-DRUG SCREENS
00 12700	55973	1/28/2014	OGA02	BANNER HEALTH (OG COMM HO	18.65	36-DRUG SCREENS
00 12700	55974	1/28/2014	OGA03	OGA. CHAMBER OF COMMERCE	4,500.00	47-2013-2014 FUNDING AGREEMENT
00 12700	55975	1/28/2014	OGA09	OGALLALA READY MIX	37.62	21-ROAD BASE
00 12700	55976	1/28/2014	OGA12	OGALLALA WATER DEPT.	56.30	21-WATER SVC JAN 2014
00 12700	55976	1/28/2014	OGA12	OGALLALA WATER DEPT.	59.85	31-WATER SVC JAN 2014
00 12700	55976	1/28/2014	OGA12	OGALLALA WATER DEPT.	69.65	32-WATER SVC JAN 2014
00 12700	55976	1/28/2014	OGA12	OGALLALA WATER DEPT.	250.65	40-WATER SVC JAN 2014
00 12700	55976	1/28/2014	OGA12	OGALLALA WATER DEPT.	176.30	42-WATER SVC JAN 2014
00 12700	55976	1/28/2014	OGA12	OGALLALA WATER DEPT.	33.00	47-WATER SVC JAN 2014
00 12700	55977	1/28/2014	OGA27	SCOTT ENGLAND dba SCOTTIE	120.00	42-POTTIE RENT
00 12700	55977	1/28/2014	OGA27	SCOTT ENGLAND dba SCOTTIE	60.00	34-POTTIE RENT
00 12700	55978	1/28/2014	OGA44	OGALLALA COMMUNITY HOSPIT	8.19	36-AMB SUPPLIES
00 12700	55978	1/28/2014	OGA44	OGALLALA COMMUNITY HOSPIT	8.19	36-AMB SUPPLIES
00 12700	55978	1/28/2014	OGA44	OGALLALA COMMUNITY HOSPIT	7.84	36-AMB SUPPLIES
00 12700	55978	1/28/2014	OGA44	OGALLALA COMMUNITY HOSPIT	13.40	36-AMB SUPPLIES
00 12700	55978	1/28/2014	OGA44	OGALLALA COMMUNITY HOSPIT	23.52	36-AMB SUPPLIES
00 12700	55979	1/28/2014	OGA45	OGALLALA HONOR GUARD	100.00	37-BUS WASHES
00 12700	55980	1/28/2014	OSH01	OSHKOSH CLEANERS	58.00	32-UNIFORM CLEANING
00 12700	55981	1/28/2014	PAU01	PAULSEN INC	103.88	21-ROAD GRAVEL
00 12700	55981	1/28/2014	PAU01	PAULSEN INC	62,243.81	21-PROJ #013-0720, PMT 1, OG PAVING IMPROV 2013
00 12700	55982	1/28/2014	POP01	POPPE'S TRUCK & DIESEL RE	450.00	31-LABOR
00 12700	55982	1/28/2014	POP01	POPPE'S TRUCK & DIESEL RE	162.26	31-TUNE UP PARTS LADDER 50
00 12700	55983	1/28/2014	PRA01	PRAIRIE STATES COMM INC	413.95	31-POWER STRIP-ENGINE 31
00 12700	55983	1/28/2014	PRA01	PRAIRIE STATES COMM INC	1,470.10	31-LIGHTS-COMMAND TRUCK 10
00 12700	55983	1/28/2014	PRA01	PRAIRIE STATES COMM INC	164.45	31-POWER STRIP-RESCUE 1
00 12700	55983	1/28/2014	PRA01	PRAIRIE STATES COMM INC	1,750.00	31-LABOR-COMMAND TRUCK 10
00 12700	55984	1/28/2014	QUI02	QUILL CORPORATION	758.00	10-COPY PAPER
00 12700	55984	1/28/2014	QUI02	QUILL CORPORATION	21.11	32-HAND SANITIZER
00 12700	55985	1/28/2014	QWE00	CENTURYLINK	390.60	10-LOCAL PHONE SVC JAN 2014
00 12700	55985	1/28/2014	QWE00	CENTURYLINK	78.19	48-LOCAL PHONE SVC JAN 2014
00 12700	55985	1/28/2014	QWE00	CENTURYLINK	30.84	21-LOCAL PHONE SVC JAN 2014
00 12700	55985	1/28/2014	QWE00	CENTURYLINK	26.39	21-LOCAL PHONE SVC JAN 2014
00 12700	55985	1/28/2014	QWE00	CENTURYLINK	34.21	31-LOCAL PHONE SVC JAN 2014
00 12700	55985	1/28/2014	QWE00	CENTURYLINK	527.91	32-LOCAL PHONE SVC JAN 2014
00 12700	55985	1/28/2014	QWE00	CENTURYLINK	30.84	34-LOCAL PHONE SVC JAN 2014
00 12700	55985	1/28/2014	QWE00	CENTURYLINK	92.63	46-LOCAL PHONE SVC JAN 2014
00 12700	55985	1/28/2014	QWE00	CENTURYLINK	67.56	42-LOCAL PHONE SVC JAN 2014
00 12700	55985	1/28/2014	QWE00	CENTURYLINK	26.10	38-LOCAL PHONE SVC JAN 2014
00 12700	55985	1/28/2014	QWE00	CENTURYLINK	26.10	37-LOCAL PHONE SVC JAN 2014

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Cash Account	Check #	CK Date	Ven #	Vendor Name	Ck Amount	Description
00 12700	55985	1/28/2014	QWE00	CENTURYLINK	60.99	21-INTERNET
00 12700	55986	1/28/2014	RIC03	RICHARDS ELECTRIC	6,062.06	46-REPAIR RUNWAY LIGHTS-PARTS
00 12700	55986	1/28/2014	RIC03	RICHARDS ELECTRIC	8,295.00	46-REPAIR RUNWAY LIGHTS-LABOR
00 12700	55987	1/28/2014	SCH01	SCHMIDT MOTORS, INC.	23.96	37-REPAIR KEY
00 12700	55988	1/28/2014	SEC01	SEC OF STATE, NOTARY DIV	30.00	10-NOTARY FEE - CLOUSE
00 12700	55989	1/28/2014	SER02	SERVICEMASTER CLEANING	188.00	10-SERVICES IN DEC
00 12700	55989	1/28/2014	SER02	SERVICEMASTER CLEANING	169.00	32-SERVICES IN DEC
00 12700	55990	1/28/2014	SHO03	ALMQUIST,MALTZAHN,GALLOW	2,400.00	47-AUDIT FEES 2013
00 12700	55991	1/28/2014	SIP00	SIPLEY, ALLEN	500.00	36-DOWN PMT REIMBURSE-PARAMEDIC PROGRAM
00 12700	55992	1/28/2014	SIX01	SUNMART #270	16.98	42-COFFEE
00 12700	55992	1/28/2014	SIX01	SUNMART #270	3.49	10-PLATES
00 12700	55993	1/28/2014	SPR02	SPRINGER'S APPLIANCE	294.00	46-REPAIR FURNACE
00 12700	55993	1/28/2014	SPR02	SPRINGER'S APPLIANCE	224.00	46-FURNACE REPAIR-LABOR
00 12700	55994	1/28/2014	STR05	STRATEGIC INSIGHTS INC.	1,494.50	10-CAPITAL PLANNING SOFTWARE
00 12700	55995	1/28/2014	TILO4	ALLEN TILLINGHAST	120.00	36-AMB REFUND
00 12700	55996	1/28/2014	TOW01	TOWN & COUNTRY SRV INC.	14.00	21-TIRE REPAIR
00 12700	55996	1/28/2014	TOW01	TOWN & COUNTRY SRV INC.	144.34	37-TIRE, TIRE REPAIR
00 12700	55996	1/28/2014	TOW01	TOWN & COUNTRY SRV INC.	14.00	32-TIRE REPAIR
00 12700	55996	1/28/2014	TOW01	TOWN & COUNTRY SRV INC.	255.18	37-TIRES
00 12700	55996	1/28/2014	TOW01	TOWN & COUNTRY SRV INC.	13.00	37-TIRE REPAIR
00 12700	55996	1/28/2014	TOW01	TOWN & COUNTRY SRV INC.	55.32	36-WHEEL EXTENSIONS
00 12700	55997	1/28/2014	TRU01	TRUCK & AUTO ALIGN INC	107.33	32-POWER STEERING PLUSH KIT
00 12700	55998	1/28/2014	USP01	U S POSTAL SERVICE	200.00	38-PERMIT FEE #11
00 12700	55998	1/28/2014	USP01	U S POSTAL SERVICE	79.46	38-POSTAGE
00 12700	55999	1/28/2014	VAS01	VASA, FRANCES	290.00	34-PLOT REFUND
00 12700	56000	1/28/2014	VER00	VERIZON WIRELESS	137.98	10-CELL PHONE SERVICE
00 12700	56000	1/28/2014	VER00	VERIZON WIRELESS	60.82	21-CELL PHONE SERVICE
00 12700	56000	1/28/2014	VER00	VERIZON WIRELESS	17.29	31-CELL PHONE SERVICE
00 12700	56000	1/28/2014	VER00	VERIZON WIRELESS	195.21	32-CELL PHONE SERVICE
00 12700	56000	1/28/2014	VER00	VERIZON WIRELESS	26.33	34-CELL PHONE SERVICE
00 12700	56000	1/28/2014	VER00	VERIZON WIRELESS	72.42	37-CELL PHONE SERVICE
00 12700	56000	1/28/2014	VER00	VERIZON WIRELESS	65.58	36-CELL PHONE SERVICE
00 12700	56000	1/28/2014	VER00	VERIZON WIRELESS	54.51	40-CELL PHONE SERVICE
00 12700	56000	1/28/2014	VER00	VERIZON WIRELESS	49.99	40-CELL PHONE SERVICE
00 12700	56000	1/28/2014	VER00	VERIZON WIRELESS	34.57	42-CELL PHONE SERVICE
00 12700	56000	1/28/2014	VER00	VERIZON WIRELESS	34.58	48-CELL PHONE SERVICE
00 12700	56001	1/28/2014	VIS01	VISA	599.99	10-COMPUTER BACKUP SERVICE
00 12700	56001	1/28/2014	VIS01	VISA	155.58	10-W-2 FORMS
00 12700	56001	1/28/2014	VIS01	VISA	177.21	21-FUEL
00 12700	56001	1/28/2014	VIS01	VISA	122.54	48-PLOTTER PARTS
00 12700	56001	1/28/2014	VIS01	VISA	150.00	48-IAPMO MEMBERSHIP
00 12700	56002	1/28/2014	VIS02	VISA	235.58	32-AED PADS
00 12700	56002	1/28/2014	VIS02	VISA	81.88	32-MEALS, FUEL
00 12700	56003	1/28/2014	VOL02	VOLUNTEER SOFTWARE	300.00	38-TECH SUPPORT RENEWAL
00 12700	56004	1/28/2014	XER01	XEROX CORPORATION	39.18	32-METER/MAINTENANCE
General Fund Total					714,638.42	
10 12709	549	1/2/2014	REG01	REGIONAL CARE INC.	40.00	10-SELECT FLEX CLAIMS
10 12709	550	1/14/2014	REG01	REGIONAL CARE INC.	79.62	10-SELECT FLEX CLAIMS
10 12709	551	1/7/2014	REG01	REGIONAL CARE INC.	605.31	10-SELECT FLEX CLAIMS
Select Flex Total					724.93	
24 12701	68	1/17/2014	NER01	NE DEPARTMENT OF REVENUE	7,456.80	24-DEC 2013 SALES TAX
24 12701	68	1/17/2014	NER01	NE DEPARTMENT OF REVENUE	17.42	24-DEC 2013 SALES TAX
24 12701	144	1/10/2014	ADA01	104113958 - ADAMS BANK &	25.00	24-AUTO PAY FEES JAN 2014
24 12701	14469	1/28/2014	ALC01	ALCO DISCOUNT STORE #166	20.51	24-JANITORIAL SUPPLIES
24 12701	14469	1/28/2014	ALC01	ALCO DISCOUNT STORE #166	51.86	24-COFFEEMAKER, COFFEE
24 12701	14470	1/28/2014	ALL06	ALLO COMMUNICATIONS	31.68	24-PHONE/INTERNET SVC
24 12701	14471	1/28/2014	AOS01	NAPA OGALLALA	16.10	24-SAFETY GLOVES
24 12701	14471	1/28/2014	AOS01	NAPA OGALLALA	15.72	24-ADHESIVE CLEANER
24 12701	14471	1/28/2014	AOS01	NAPA OGALLALA	18.99	24-BLADE
24 12701	14471	1/28/2014	AOS01	NAPA OGALLALA	(2.14)	24-BLADE
24 12701	14472	1/28/2014	BDO01	B & D OFFICE SUPPLY	23.42	24-WALL ORAGANIZER
24 12701	14473	1/28/2014	BOM00	BOMGAAR'S SUPPLY	12.41	24-D-CON BAIT

2.B.

**CITY OF OGALLALA
CLAIMS LISTING**

Cash Account	Check #	CK Date	Ven #	Vendor Name	Ck Amount	Description
24 12701	14473	1/28/2014	BOM00	BOMGAAR'S SUPPLY	102.09	24-HITCH PIN & CLIP, LEVER BINDER
24 12701	14473	1/28/2014	BOM00	BOMGAAR'S SUPPLY	10.69	24-CAUTION TAPE
24 12701	14473	1/28/2014	BOM00	BOMGAAR'S SUPPLY	26.70	24-THERMOMETERS FOR WELLS
24 12701	14473	1/28/2014	BOM00	BOMGAAR'S SUPPLY	40.65	24-HOSE
24 12701	14473	1/28/2014	BOM00	BOMGAAR'S SUPPLY	13.89	24-BRUSHES
24 12701	14473	1/28/2014	BOM00	BOMGAAR'S SUPPLY	27.80	24-BULBS
24 12701	14473	1/28/2014	BOM00	BOMGAAR'S SUPPLY	6.41	24-TOILET FLAPPER
24 12701	14473	1/28/2014	BOM00	BOMGAAR'S SUPPLY	(0.64)	24-RETURN
24 12701	14474	1/28/2014	COA01	TRUE VALUE HOMECENTER	88.55	24-PAINT, BRUSHES
24 12701	14474	1/28/2014	COA01	TRUE VALUE HOMECENTER	5.88	24-CONTACT CEMENT
24 12701	14474	1/28/2014	COA01	TRUE VALUE HOMECENTER	4.60	24-BATTERY
24 12701	14475	1/28/2014	COR02	CORNHUSKER GLASS INC.	20.04	24-SHIPPING
24 12701	14475	1/28/2014	COR02	CORNHUSKER GLASS INC.	10.39	24-SHIPPING
24 12701	14475	1/28/2014	COR02	CORNHUSKER GLASS INC.	10.89	24-SHIPPING
24 12701	14476	1/28/2014	EXT00	EXTREME MACHINE INC	73.50	24-RESURFACE ROTORS
24 12701	14477	1/28/2014	FAR03	FARMERS COOP ASSOCIATION	518.26	24-FUEL CHARGES JAN 2014
24 12701	14478	1/28/2014	GAL01	GALLS, AN ARAMARK CO, LLC	28.98	24-FLASHLIGHT REPAIR
24 12701	14479	1/28/2014	GEN01	GENERAL FUND	4,166.67	24-ADMIN EXPENSES JAN 2014
24 12701	14479	1/28/2014	GEN01	GENERAL FUND	2,047.03	24-POSTAGE 1ST QTR
24 12701	14479	1/28/2014	GEN01	GENERAL FUND	16,936.38	24-PP#25, PP#26
24 12701	14480	1/28/2014	HOA01	HOA SOLUTIONS, INC	9,710.00	24-WATER CONTROL SYSTEM 2013-1, PMT 4B
24 12701	14481	1/28/2014	HUM01	HUMPHREYS AUTO SUPPLY	30.51	24-FUSES
24 12701	14481	1/28/2014	HUM01	HUMPHREYS AUTO SUPPLY	13.89	24-SCRAPER
24 12701	14481	1/28/2014	HUM01	HUMPHREYS AUTO SUPPLY	39.31	24-SAW BLADES
24 12701	14481	1/28/2014	HUM01	HUMPHREYS AUTO SUPPLY	15.40	24-CIRCUIT TESTER
24 12701	14481	1/28/2014	HUM01	HUMPHREYS AUTO SUPPLY	28.65	24-SHOP TOOLS
24 12701	14481	1/28/2014	HUM01	HUMPHREYS AUTO SUPPLY	47.15	24-OIL STABILIZER, FUEL CLEANER
24 12701	14481	1/28/2014	HUM01	HUMPHREYS AUTO SUPPLY	54.85	24-BRAKE PAD
24 12701	14482	1/28/2014	IDE01	IDEAL LINEN SUPPLY INC.	14.95	24-TOWELS
24 12701	14482	1/28/2014	IDE01	IDEAL LINEN SUPPLY INC.	26.90	24-TOWELS, MATS
24 12701	14482	1/28/2014	IDE01	IDEAL LINEN SUPPLY INC.	14.95	24-TOWELS
24 12701	14482	1/28/2014	IDE01	IDEAL LINEN SUPPLY INC.	26.90	24-TOWELS, MATS
24 12701	14483	1/28/2014	JB01	WASTE CONNECTIONS INC.	116.60	24-TRASH SVC JAN 2014
24 12701	14484	1/28/2014	KCN01	KEITH COUNTY NEWS	30.60	24-PUBLISHING
24 12701	14485	1/28/2014	KILO1	KILDARE LUMBER	57.76	24-MOTION SENSOR
24 12701	14485	1/28/2014	KILO1	KILDARE LUMBER	14.96	24-PARTS #3 WELL
24 12701	14486	1/28/2014	KNE01	SOURCEGAS	632.65	24-GAS SVC JAN 2014
24 12701	14487	1/28/2014	MCM02	MCMILLAN PLUMBING	844.00	24-NEW SVC LINE 200 BLK N SPRUCE-PARTS
24 12701	14487	1/28/2014	MCM02	MCMILLAN PLUMBING	1,170.00	24-NEW SVC LINE 200 BLK N SPRUCE-LABOR
24 12701	14488	1/28/2014	MID03	MIDWEST ELECTRIC	4,009.84	24-ELECTRIC SVC
24 12701	14489	1/28/2014	MUN02	MUNICIPAL SUPPLY, INC.	160.44	NEPTUNE METER TOUCHPAD SM HOLE
24 12701	14489	1/28/2014	MUN02	MUNICIPAL SUPPLY, INC.	0.06	NEPTUNE METER TOUCHPAD SM HOLE
24 12701	14489	1/28/2014	MUN02	MUNICIPAL SUPPLY, INC.	1,892.09	24-TAP MACHINE
24 12701	14490	1/28/2014	NEB29	NEBRASKA PRINT WORKS	25.90	24-BUSINESS CARDS-SAUER
24 12701	14491	1/28/2014	NEP01	NE PUBLIC POWER DISTRICT	3,092.51	24-ELECTRIC SVC JAN 2014
24 12701	14492	1/28/2014	OFF02	OFFICE SERVICE, INC.	80.99	24-PENS, HIGHLIGHTER, LEGAL PADS, LOG BOOKS
24 12701	14492	1/28/2014	OFF02	OFFICE SERVICE, INC.	53.47	24-INK CARTRIDGE, MARKERS
24 12701	14493	1/28/2014	OGA12	OGALLALA WATER DEPT.	43.12	24-WATER SVC JAN 2014
24 12701	14494	1/28/2014	OLS02	OLSEN'S AGRICULTURAL LAB	29.40	24-LAB SAMPLES
24 12701	14494	1/28/2014	OLS02	OLSEN'S AGRICULTURAL LAB	14.70	24-LAB SAMPLES
24 12701	14495	1/28/2014	ONE05	ONE CALL CONCEPTS, INC	23.40	24-EMERGENCY LOCATES
24 12701	14496	1/28/2014	QUI01	QUICK ELECTRIC	202.75	24-FAN MOTORS-2
24 12701	14497	1/28/2014	QWE00	CENTURYLINK	182.62	24-LOCAL PHONE SVC JAN 2014
24 12701	14499	1/28/2014	STA06	ST OF NEB-DEPT HEALTH LAB	216.00	24-LAB SAMPLES-ROUTINE
24 12701	14499	1/28/2014	STA06	ST OF NEB-DEPT HEALTH LAB	3,830.73	24-LAB SAMPLES-NEW WELL
24 12701	14500	1/28/2014	USA01	USA BLUE BOOK- HD SUPPLY	393.01	24-EYE SALINE, EYEWASH, FLUORIDE
24 12701	14500	1/28/2014	USA01	USA BLUE BOOK- HD SUPPLY	961.05	24-TAPE, BARRICADE LEGEND, PLASTICADE
24 12701	14501	1/28/2014	VER00	VERIZON WIRELESS	99.99	24-CELL PHONE SERVICE
24 12701	14503	1/28/2014	\G002	GUBSER FUNERAL HOME,	22.05	MQ CUSTOMER REFUND FOR GUB0001
24 12701	14504	1/28/2014	\G009	GUBSER, RANDY	22.05	MQ CUSTOMER REFUND FOR GUB0002
Water total					60,072.73	
25 12702	144	1/10/2014	ADA01	104113958 - ADAMS BANK &	25.00	25-AUTO PAY FEES JAN 2014
25 12702	9387	1/28/2014	AOS01	NAPA OGALLALA	72.12	25-AIR FILTER

2.B.

**CITY OF OGALLALA
CLAIMS LISTING**

Cash Account	Check #	CK Date	Ven #	Vendor Name	Ck Amount	Description
25 12702	9387	1/28/2014	AOS01	NAPA OGALLALA	183.13	25-BATTERY, CHARGER, CABLES
25 12702	9387	1/28/2014	AOS01	NAPA OGALLALA	(39.58)	25-BATTERY CABLES
25 12702	9388	1/28/2014	FAR03	FARMERS COOP ASSOCIATION	294.49	25-FUEL CHARGES JAN 2014
25 12702	9389	1/28/2014	FAR04	JOHN DEERE FINANCIALS	109.99	25-FLAG POLE KIT
25 12702	9389	1/28/2014	FAR04	JOHN DEERE FINANCIALS	15.18	25-BROOM, BOLTS
25 12702	9389	1/28/2014	FAR04	JOHN DEERE FINANCIALS	99.70	25-CAULK, FOAM, SEALANT, TAPE, GLOVE
25 12702	9389	1/28/2014	FAR04	JOHN DEERE FINANCIALS	58.97	25-GLOVE, HEATERS
25 12702	9389	1/28/2014	FAR04	JOHN DEERE FINANCIALS	33.98	25-BALL VALVES
25 12702	9390	1/28/2014	GEN01	GENERAL FUND	2,975.00	25-ADMIN EXPENSES JAN 2014
25 12702	9390	1/28/2014	GEN01	GENERAL FUND	998.24	25-POSTAGE 1ST QTR
25 12702	9390	1/28/2014	GEN01	GENERAL FUND	9,043.54	25-PP#25, PP#26
25 12702	9391	1/28/2014	IDE01	IDEAL LINEN SUPPLY INC.	17.89	25-TOWELS, MATS
25 12702	9391	1/28/2014	IDE01	IDEAL LINEN SUPPLY INC.	18.92	25-TOWELS, MATS
25 12702	9392	1/28/2014	JB01	WASTE CONNECTIONS INC.	132.71	25-TRASH SVC JAN 2014
25 12702	9393	1/28/2014	KEN01	KENFIELD ELECTRIC INC	30.69	25-FUSES, CRIMPS
25 12702	9393	1/28/2014	KEN01	KENFIELD ELECTRIC INC	1,150.00	25-LABOR
25 12702	9394	1/28/2014	KNE01	SOURCEGAS	3,113.60	25-GAS SVC JAN 2014
25 12702	9395	1/28/2014	LEA01	LEAGUE OF NE MUNICIPAL.	75.00	25-SNOWBALL CONF REG-FLORES JAN 2014
25 12702	9396	1/28/2014	MUN02	MUNICIPAL SUPPLY, INC.	907.06	25-REPAIRS WESTLAWN & ST. MARY, WESTLAWN & W K
25 12702	9397	1/28/2014	NEP01	NE PUBLIC POWER DISTRICT	4,999.46	25-ELECTRIC SVC JAN 2014
25 12702	9398	1/28/2014	OGA12	OGALLALA WATER DEPT.	69.00	25-WATER SVC JAN 2014
25 12702	9399	1/28/2014	OGA27	SCOTT ENGLAND dba SCOTTIE	350.00	25-JET LINE EAST C ST
25 12702	9399	1/28/2014	OGA27	SCOTT ENGLAND dba SCOTTIE	1,947.20	25-JAN MAINTENANCE
25 12702	9399	1/28/2014	OGA27	SCOTT ENGLAND dba SCOTTIE	350.00	25-JET BEHIND AUD
25 12702	9399	1/28/2014	OGA27	SCOTT ENGLAND dba SCOTTIE	350.00	25-JET WEST B
25 12702	9399	1/28/2014	OGA27	SCOTT ENGLAND dba SCOTTIE	350.00	25-JET ST. MARY'S & K ST
25 12702	9399	1/28/2014	OGA27	SCOTT ENGLAND dba SCOTTIE	350.00	25-CLEAN MANHOLE BEHIND AUD
25 12702	9400	1/28/2014	QWE00	CENTURYLINK	135.48	25-LOCAL PHONE SVC JAN 2013
25 12702	9400	1/28/2014	QWE00	CENTURYLINK	71.94	25-INTERNET
25 12702	9401	1/28/2014	RDW01	R & D WELDING & SUPPLY IN	18.40	25-METAL SHEET
25 12702	9402	1/28/2014	SUM00	JASON ZOELLNER FORD	432.03	25-REPAIR 2008 FORD-EVAP CANISTER
25 12702	9403	1/28/2014	USA01	USA BLUE BOOK- HD SUPPLY	189.40	25-PACKING, CLAMP
25 12702	9404	1/28/2014	VER00	VERIZON WIRELESS	24.14	25-CELL PHONE SERVICE
Wastewater Total					28,952.68	
42 12708	1902	1/28/2014	CIT02	CITY OF OGALLALA	50.00	42-YOUTH ASSISTANCE, POOL, GRC
42 12708	1903	1/28/2014	VIS01	VISA	338.50	42-EASTER EGGS
Youth Committee Total					388.50	
99 12705	551	1/1/2014	REG01	REGIONAL CARE INC.	14,900.39	99-MONTHLY REINSURANCE
99 12705	10553	12/27/2013	REG01	REGIONAL CARE INC.	24,234.37	99-HEALTH CLAIMS #2230-2233
99 12705	10554	1/3/2014	REG01	REGIONAL CARE INC.	5,372.54	99-HEALTH CLAIMS #2234-2238
99 12705	10555	1/10/2014	REG01	REGIONAL CARE INC.	10,348.79	99-HEALTH CLAIMS #2239-2243
99 12705	10556	1/17/2014	REG01	REGIONAL CARE INC.	22,472.22	99-HEALTH CLAIMS #2244-2248
Medical/Benefit Total					77,328.31	
Grand Total					882,105.57	

2.B.

CITY OF OGALLALA
CLAIMS LISTING

Cash Account	Check #	CK Date	Ven #	Vendor Name	Ck Amount	Description
24 12701	14502	1/28/2014	WES02	WEST CENTRAL NE DEV DIST	292.50	24-GIS CONTRACT SVC, UPDATE LOCATIONS, O

**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>
24 12701	14498	1/28/2014	RAN01	RANKIN SALES & SERVICES	6.41	24-CYCLE FUEL

5.B.

CONSULTANT AGREEMENT

Airport Improvement Program (AIP) Project No. 3-31-0061-10
OA Project No. 013-2876

Searle Field
Ogallala, Nebraska

THIS CONTRACT is made and entered into by and between the consulting firm of Olsson Associates, Inc. of Lincoln, Nebraska hereinafter called the "Consultant" and the City of Ogallala, Nebraska, hereinafter called the "Sponsor".

For and in consideration of the mutual agreements hereinafter contained, the parties hereto agree as follows:

SECTION 1: GENERAL

The Sponsor agrees to employ the Consultant to provide the services described in Sections 2 through 5 for the following project.

1. Construct new electrical vault. Install new regulators and other equipment to operate airfield lighting. Provide electrical power to the vault. Remove and dispose of existing regulators and equipment
2. Install new tip down beacon pole and 400w rotating beacon. Remove existing beacon and tower.
3. Install L-807-12' internally lighted wind cone and segmented circle. Remove existing wind cone and segmented circle.

Thomas W. Trumble PE will represent the Consultant as Project Manager in the performance of this agreement. No one else will be assigned to act in this capacity without the Sponsor's prior written approval. The Project Manager shall be responsible for directing and coordinating all the activities necessary to complete this project.

The Consultant will provide all equipment and personnel necessary to do the tasks listed herein, except as otherwise provided. The Consultant shall be responsible for the quality, accuracy and coordination of the design, drawings, reports, surveys and other items furnished as part of this agreement.

SECTION 2: DESIGN PHASE

Under this phase, the Consultant agrees to prepare the necessary construction plans and contract documents that will include special and general conditions, construction specifications, contract forms, labor provisions, notice to bidders and proposal forms for the airport improvements listed in Section 1.

The Consultant will affix the seal of a registered Professional Engineer licensed to practice in the State of Nebraska to the construction plans and specification/contract bound volume. The Consultant agrees to provide the following services:

- a. Confer with the Sponsor, the Nebraska Department of Aeronautics (NDA) and the Federal Aviation Administration (FAA) in accordance with FAA/ACE AIP Guide No. 910 – Predesign Conference. The Consultant shall prepare a summary of the conference that highlights critical project issues.
- b. Conduct field survey, including topography, pavement elevations and location, and other existing features as needed. All surveys will be tied to NAVD 88 control points. The survey **will not be** in accordance with FAA Advisory Circular 150/5300-18B.
- c. Prepare detailed plans, specifications, contract documents and Engineer's Design Report. FAA's current (at contract date) Advisory Circular (AC) **150/5370-10, Standards for Specifying Construction of Airports**, will be used when preparing the plans and specifications. The detailed plans, specifications, contract documents and Engineer's Design Report will be submitted to NDA (1 copy) and FAA (2 copies) for review by April 1, 2014.

The consultant agrees to follow the FAA/ACE AIP Guides (current as of the contract date) numbered below:

- (1) Guide No. 920 – Engineering Report
 - (2) Guide No. 930 – Plans & Specifications
 - (3) Guide No. 940 – Regional Approved Modifications to AC 150/5370-10
 - (4) Guide No. 950 – Sponsor Modifications of FAA Standards
 - (5) Guide No. 951 – Use of State Standards
 - (6) Guide No. 960 – Safety Plan
- d. Conduct a plan-in-hand review on-site with the Sponsor.
 - e. Revise and submit plans, specifications, contract documents and Engineer's Design Report within 14 days of receipt of comments from the NDA and FAA regarding Item d. submittals above.
 - f. Prepare and submit an FAA Form 7460-1 for the Safety and phasing plans, beacon, and wind cone.

The original documents, such as tracings, plans, specifications, maps, basic survey notes and sketches, charts, computations and other data prepared or obtained under the terms of this contract are instruments of service and shall remain the Consultant's property. Reproducible copies of drawings and copies of other pertinent data will be made available to the sponsor upon request. Copies of disks containing all drawings will be furnished to the sponsor for their use. The

Consultant will provide, without cost to the Sponsor and approving agencies, the necessary number of copies for review and approval.

This phase will be complete upon completion of all items listed above.

SECTION 3: BIDDING PHASE

Under this phase of the contract the Consultant will assist the Sponsor in advertising and securing bids. The Consultant agrees to provide the following services.

- a. Provide sufficient copies of the approved plans and specifications to permit advertising and bidding. Copies of the documents may be furnished to prospective bidders at a cost fixed by the Consultant. The Consultant shall perform in accordance with FAA/ACE AIP Guide No. 1010 – Bidding.
- b. Answer questions raised during the bidding process. Issue addenda as required.
- c. The city will conduct the bid opening. Olsson will tabulate and analyze bid results, evaluate bidders and furnish recommendations on the award of contracts.
- d. Assist the Sponsor with the submission of documents necessary to obtain construction contract approval. The Consultant shall prepare and submit a request for concurrence to NDA and FAA in accordance with FAA/ACE AIP Guide No. 1020 – Contract Award, except that the Sponsor Certification will be prepared and submitted by the NDA.
- e. After appropriate approval, prepare all executed contract documents necessary for the project including bonds, insurance, contracts, drawings, etc. Bind the contract documents with the specifications and provide one bound set each to FAA, NDA and the Sponsor.

This phase will be considered complete when the executed contracts have been approved by the Sponsor, FAA and NDA. Readvertising, if necessary, will be negotiated under a supplemental agreement to this contract.

SECTION 4: CONSTRUCTION PHASE (INCLUDES OBSERVATION)

based on 30 working days (construction contract time)

Under this phase the Consultant agrees to perform the following services.

- a. Provide consultation and advice to the Sponsor during all construction phases.
- b. Thomas W. Trumble P.E. will conduct one site visit to observe work in progress, review test reports and provide weekly working day, construction progress and testing reports to the Sponsor, FAA and NDA. The consultant will provide a written summary of onsite visits conducted by the project engineer to the NDA and the FAA. The Consultant will provide written confirmation that all performance tests required by the specifications were conducted and met or exceeded the specifications.

- c. Participate in preconstruction conferences, per the latest (as of contract date) FAA/ACE AIP Guide No. 1040 - Preconstruction Conference. Submit a formal report of the conference discussions.
- d. Survey shall be the contractor's responsibility. No construction or as-built survey will be provided under this contract.
- e. Upon receipt of NDA/FAA authorization to issue a Notice to Proceed, the Consultant will issue, for the Sponsor, the Notice to Proceed to the Contractor. NDA/FAA authorization will not be issued until all conditions are met in accordance with FAA/ACE AIP Guide No. 1050 – Notice to Proceed.
- f. Provide part time on-site construction observation in accordance with FAA/ACE AIP Guide No. 1030 – Construction Observation, except that a Construction Observation Program will not be prepared.
- g. Provide concrete cylinder tests for the structure bases.
- h. Review and approve shop and erection drawings and all materials data submitted by construction contractors for compliance with design concepts.
- i. Prepare and negotiate contract modifications, change orders and supplemental agreements, according to the latest (as of contract date) FAA/ACE AIP Guide No. 1080 – Contract Modifications, 1081 – Change Orders and 1082 – Supplemental Agreements.
- j. Determine amounts owed to construction contractors and process financial documents.
- k. Ensure compliance with Labor Standards in accordance with FAA/ACE AIP Guide No. 1060 – Labor Provisions, 1061 – Contractor Responsibilities, and 1062 – Applicable Standards. Provide compliance documentation to Sponsor.
- l. Ensure compliance with Labor and Civil Rights provisions in accordance with FAA/ACE AIP Guide No. 1070 – Inspections. All compliance records shall be provided to the Sponsor.
- m. Arrange and conduct final inspections. Submit a summary of test results complete with acceptance test results and pay factor adjustments.
- n. Prepare as-built record drawings, and as-built airport layout plan, showing the new electrical vault, beacon and wind cone. A final construction report in accordance with FAA/ACE AIP Guide No. 1610 - Development Project Closeout. An as built survey is not included. Final close-out documents shall be provided to NDA and FAA within 90 days of final acceptance date (per FAA/ACE AIP Guide No. 1610 – Development Project Closeout) and prior to the consultant's final pay request.
- o. Submit Sponsor Quarterly Reports.

SECTION 5: SPECIAL SERVICES – NOT USED

SECTION 6: FEES AND CHARGES

The Sponsor shall pay the Consultant for the services described in this agreement as follows:

Section 2: Design Phase. Payment for the items included in Section 2, Design Phase, shall be the lump sum of **\$25,400** shown on Exhibit A, attached and made a part hereto. Payment shall be due monthly based on the percentage of work completed, except that 25% of the payment will be withheld until the plans and specifications are approved.

Section 3: Bidding Phase. Payment for the items included in Section 3, Bidding Phase shall be the lump sum of **\$3,600** shown on Exhibit B attached and made a part hereto. Payment shall be due monthly based on the percentage of work completed.

Section 4: Construction Phase. Payment for the items included in Section 4, Construction Phase shall be made based on direct salary, overhead costs and reimbursable expenses incurred plus a fixed payment of **\$3,761.05** and subcontract costs. The schedule of charges and reimbursable expenses is Exhibit C attached and made a part hereto. Labor and general administration overhead percentage shall be supported by a statement of overhead expenses certified by the consultant's auditor or a governmental auditor.

The total charges for Section 4 will not be greater than the "Not-to-Exceed" (NTE) amount of **\$28,800**, if 1) the construction work is completed within the construction contract aggregate time allowance; and 2) the scope of work as set forth in Section 1 is not exceeded. If either of these two events occur, the "Not-to-Exceed" amount may be increased by a supplemental agreement to this contract. No payment above the Not-to-Exceed limit shall be made without prior approval of an amendment supported by proper justification.

Payment shall be due monthly for incurred charges and expenses based on detailed invoices. Invoices shall include a pro rata portion of the fixed fee with the final invoice adjusted to include the remaining unpaid balance of the fixed fee.

Section 5: Special Services.

If Special Services are added during the course of this contract, a supplemental agreement will be executed to cover any added fees when the services are authorized. All supplemental agreements are subject to the same approvals as this agreement.

Payment Provisions and Adjustments

All payments shall be made based on the lump sum amounts or unit charges and fixed fees, as provided. If the scope of consultant services changes, causing an increase or decrease to the Consultant's costs, this contract shall be adjusted to cover the increase or decrease in costs. If circumstances beyond the control of the Consultant require more than 18 months from the date of this agreement to complete the work specified herein, this contract may be adjusted to cover any increase in the Consultant's costs yet to be incurred. All adjustments shall be negotiated in the same manner as this contract and shall be executed as a Supplemental Agreement to the original contract. The Sponsor will not reduce the Consultant's final payment for any part of the project designed but not actually constructed.

The Consultant shall attach a separate Exhibit to this agreement for each subconsultant used in each phase for any part of the services to be performed by subconsultant. Subconsultant

Exhibits shall break out hours, rates and fees necessary for determination of reasonableness of cost.

SECTION 7: TITLE VI ASSURANCES. During the performance of this contract, the Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "consultant") agrees as follows:

1. Compliance with Regulations. The Consultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, religion, creed, age, marital status, physical or mental disability, political affiliation, national origin or ancestry in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, religion, creed, age, marital status, physical or mental disability, political affiliation, national origin or ancestry.

4. Information and Reports. The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Sponsor, NDA or the FAA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Sponsor, NDA, or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Sponsor shall impose such contract sanctions as it, the NDA or the FAA may determine to be appropriate, including, but not limited to:

- a) withholding of payment to the Consultant under the contract until the Consultant complies, and/or
- b) cancellation, termination or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The Consultant shall include the provisions of paragraphs 1 through 5 of this Section in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Sponsor, NDA, or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Consultant becomes involved in, or is

threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Sponsor to enter into such litigation to protect the interests of the Sponsor and, in addition, the Consultant may request the State of Nebraska or the United States to enter into such litigation to protect the interests of the State of Nebraska or the United States.

SECTION 8: DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIRED STATEMENTS.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

SECTION 9: TRADE RESTRICTION CLAUSE. The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a contractor that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list.
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on the said list for use on the project, the Federal Aviation Administration may direct, through the sponsor, cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely upon the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide immediate written notice to the contractor, if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct, through the sponsor, cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge

and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001. (Reference: 49 CFR Part 30).

SECTION 10: RIGHTS TO INVENTIONS. All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed. Information regarding these rights is available from the FAA and the Sponsor. (Reference: 49 CFR Part 18).

SECTION 11: CERTIFICATION FOR PROJECT PLANS AND SPECIFICATIONS. The Consultant certifies that:

1. The plans and specifications will be developed in accordance with all applicable Federal standards and requirements and there will be no deviation from or modification to standards set forth in the advisory circulars without prior FAA approval;
2. The specifications for equipment will not be proprietary or written so as to restrict competition;
3. The development included in the plans is depicted on an airport layout plan approved by FAA;
4. Development which is ineligible for AIP funding will be omitted from the plans and specifications or will be depicted in a separate section;
5. Process control and acceptance tests required for the project by standards contained in Advisory Circular 150/5370-10 will be included in the project specifications;
6. A value engineering clause will not be incorporated into the contract without FAA concurrence;
7. The plans and specifications will incorporate applicable requirements and recommendations set forth in the Federally-approved environmental finding;
8. For construction activities within or near aircraft operational areas, the requirements contained in the latest (as of bid date) Advisory Circular 150/5370-2 will be discussed with FAA and incorporated into the specifications and a safety or phasing plan will be prepared with FAA's concurrence.

SECTION 12: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION. The consultant certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this proposal or contract. (Reference: 49 CFR Part 29).

SECTION 13: LOBBYING AND INFLUENCING FEDERAL EMPLOYEES. No federal appropriated funds shall be paid, by or on behalf of the consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the consultant shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

SECTION 14: GENERAL CIVIL RIGHTS PROVISIONS. The consultant assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, handicap, religion, marital status, physical or mental disability, political affiliation, national origin or ancestry, be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the consultant or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. The consultant assures that it will not discriminate against any employees or applicant for employment on the basis of race, color, sex, religion, creed, age, marital status, physical or mental disability, political affiliation, national origin or ancestry. (Reference: Airport and Airway Improvement Act of 1982, Section 520 and State of Nebraska).

SECTION 15: BREACH OF CONTRACT TERMS. Any violation or breach of the terms of this contract on the part of the consultant or subcontractor may result in the suspension or termination of this contract or such other action which may be necessary to enforce the rights of the parties of this agreement. (Reference: Sanctions - 49 CFR Part 18).

SECTION 16: TERMINATION OF CONTRACT. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services. If the termination is due to failure to fulfill the consultant's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for additional cost occasioned to the Sponsor thereby.

If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as

provided in the second paragraph of this Section. The rights and remedies of the Sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract. (Reference: 49 CFR Part 18).

SECTION 17: ACCESS TO RECORDS. The consultant shall maintain an acceptable cost accounting system. The Sponsor, the Federal Aviation Administration, the Comptroller General of the United States, the Nebraska Department of Aeronautics or any of their duly authorized representatives shall have access to any of the Consultant's books, documents, papers and records of the consultant which are pertinent to this contract, for the purposes of making an audit, examination, excerpt and transcriptions. The consultant shall maintain all required records for three years after the Sponsor makes final payment and all pending matters are closed.

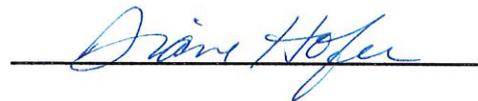
SECTION 18: PROMPT PAYMENT CLAUSE. The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance no later than 30 days from receipt of payment from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

SECTION 19: VETERAN'S PREFERENCE (FEB 96). In the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Veterans of the Vietnam era and disabled veterans as defined in Section 515(c)(1) and (2) of the Airport and Airway Improvement Act of 1982. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

SECTION 20: APPROVALS. It is understood and agreed that this contract and any subcontracts or supplemental agreements are subject to approval by the Nebraska Department of Aeronautics and the Federal Aviation Administration before any state or federal funds are obligated.

IN TESTIMONY WHEREOF, the parties hereto have caused this contract to be executed by their duly authorized representatives on this ____ day of _____, 2014, with copies to be filed with the Nebraska Department of Aeronautics and the Federal Aviation Administration.

OLSSON ASSOCIATES, INC.
P.O. Box 84608
Lincoln, NE 68501



City of Ogallala
411 East Second
Ogallala, NE 69153

ATTEST

Council President

EXHIBIT A

DESIGN PHASE

Searle Field - Ogallala, NE 3-31-0061-10

1. Direct Salary Costs

<u>Title</u>	<u>Total Hours</u>	<u>Direct Salary Rate/Hour</u>	<u>Total Costs (\$)</u>
Team Leader	4.00	\$55.95	\$223.80
Sr. Project Engineer	0.00	\$47.50	\$0.00
Project Engineer	38.00	\$39.50	\$1,501.00
Elec. or Mech. Engineer	24.00	\$42.00	\$1,008.00
Assistant Engineer	96.00	\$29.50	\$2,832.00
Registered Surveyor	2.00	\$38.00	\$76.00
Sr. Technician	10.00	\$24.50	\$245.00
Assoc. Technician	50.00	\$21.00	\$1,050.00
Asst. Technician	20.00	\$19.00	\$380.00
Clerical	12.00	\$17.50	<u>\$210.00</u>

Total Direct Salary Costs: \$7,525.80

2. Labor and General & Administrative Overhead

Percentage of Direct Salary Costs** 170.67% \$12,844.28

3. Direct Nonsalary Expenses

Travel	\$825.00
Meals & Motel	\$100.00
Copies & Prints	\$645.00
Supplies, Phone, Misc.	\$125.00

Total Expenses: \$1,695.00

4. Subtotal of Items 1, 2 & 3 \$22,065.08

5. Fixed Fee: 15% of Item 4 \$3,309.76

6. Subcontract costs \$0.00

7. Lump Sum Amount - Total Items 4, 5, & 6 \$25,374.85

Rounded: \$25,400.00

** For Item 2, the consultant should submit a statement of auditable overhead expenses, certified by the consultant's auditor, the sponsor's auditor, the state's auditor, or a Federal government auditor.

6.A.

EXHIBIT B

BIDDING PHASE
Searle Field - Ogallala, NE 3-31-0061-10

1. Direct Salary Costs

<u>Title</u>	<u>Hours</u>	<u>Direct Salary</u>	
		<u>Rate/Hour</u>	<u>Costs (\$)</u>
Team Leader	0.00	\$55.95	\$0.00
Sr. Project Engineer	0.00	\$47.50	\$0.00
Project Engineer	12.00	\$39.50	\$474.00
Elec. or Mech. Engineer	2.00	\$42.00	\$84.00
Assistant Engineer	4.00	\$29.50	\$118.00
Registered Surveyor	0.00	\$38.00	\$0.00
Sr. Technician	0.00	\$24.50	\$0.00
Assoc. Technician	0.00	\$21.00	\$0.00
Asst. Technician	0.00	\$19.00	\$0.00
Clerical	16.00	\$17.50	\$280.00

Total Direct Salary Costs: \$956.00

2. Labor and General & Administrative Overhead

Percentage of Direct Salary Costs* 170.67% \$1,631.61

3. Direct Nonsalary Expenses

Travel	\$0.00
Meals & Motel	\$0.00
Copies & Prints	\$480.00
Supplies, Phone, Misc.	\$70.00

Total Expenses: \$550.00

4. Subtotal of Items 1, 2 & 3 \$3,137.61

5. Fixed Fee: 15% of Item 4 \$470.64

6. Subcontract costs \$0.00

7. Lump Sum Amount - Total Items 4, 5, & 6 \$3,608.25

Rounded: \$3,600.00

* For Item 2, the consultant should submit a statement of auditable overhead expenses, certified by the consultant's auditor, the sponsor's auditor, the state's auditor, or a Federal government auditor.

EXHIBIT C

**CONSTRUCTION PHASE SERVICES
Searle Field - Ogallala, NE 3-31-0061-10
Based on estimated 30 working days**

1.	<u>Direct Salary Costs</u>		Direct Salary	Total
		<u>Hours</u>	<u>Rate/Hour</u>	<u>Costs (\$)</u>
	<u>Title</u>			
	Team Leader	4.00	\$58.19	\$232.75
	Sr. Project Engineer	0.00	\$49.40	\$0.00
	Project Engineer	51.00	\$41.08	\$2,095.08
	Elec. or Mech. Engineer	12.00	\$43.68	\$524.16
	Assistant Engineer	36.00	\$30.68	\$1,104.48
	Registered Surveyor	0.00	\$39.52	\$0.00
	Sr. Technician	2.00	\$25.48	\$50.96
	Assoc. Technician	116.00	\$21.84	\$2,533.44
	Asst. Technician	16.00	\$19.76	\$316.16
	Clerical	22.00	\$18.20	\$400.40
				<hr/>
			Total Direct Salary Costs:	\$7,257.43
2.	<u>Labor and General & Administrative Overhead</u>			
	Percentage of Direct Salary Costs*	170.67%		\$12,386.26
3.	<u>Direct Nonsalary Expenses</u>			
	Travel			\$4,370.00
	Meals & Motel			\$270.00
	Copies & Prints			\$260.00
	Testing, Supplies, Phone, Misc.			\$530.00
			Total Expenses:	\$5,430.00
				<hr/> <hr/>
4.	Subtotal of Items 1, 2 & 3			\$25,073.69
5.	Fixed Fee: 15% of Item 4			\$3,761.05
6.	Subcontract costs			\$0.00
7.	Not-to-Exceed Total (Items 4 through 7)			\$28,834.74
			Rounded:	\$28,800.00

* For Item 2, the consultant should submit a statement of auditable overhead expenses, certified by the consultant's auditor, the sponsor's auditor, the state's auditor, or a Federal government auditor.

G.A.

June 28, 2013

Mr. Mike Hodge
Olsson Associates
1111 Lincoln Mall
Lincoln, Nebraska 68508

RE: Overhead Expense Factor

Dear Mike:

In response to your request, we have provided a recap of the computed amount of overhead expenses incurred in 2012 based on the December 31, 2012 audited Schedules of Indirect Costs and Costs with Adjustments. Summarized below is your FAR Combined Overhead Rate that is detailed in the audit:

Combined FAR Overhead Rate (Including Computer Expenses) – 170.67%

Total fringe benefits	\$ 14,894,885
Total general and administrative expenses	24,094,741
Computer expenses (as described in Note 5 of the Schedules)	<u>2,894,362</u>
	41,883,988
Less computer expenses already included in general and administrative expenses	<u>(175,756)</u>
	41,708,232
Divided by direct labor	<u>24,438,497</u>
	\$ 1.7067

In summary, for every \$1.00 of direct labor paid, there is \$1.71 in overhead expenses attributable to that labor.

BKD, LLP

**STATE OF NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
2nd AMENDMENT TO CONTRACT NO. 10-DTR-108**

This contract 2nd amendment is entered into between the State of Nebraska Department of Economic Development ("Department"), and the City of Ogallala, Nebraska ("Grantee"), upon the date of signature by both parties.

RECITALS:

A. The parties have previously contracted via a 13-page contract, numbered 10-DTR-108, which was variously dated April 1, 2012 (by Department) and March 27, 2012 (by Grantee), and which has a time of performance specified as 24 months from December 21, 2012 ("Original Contract").

B. The Original Contract allows for amendments of its terms at §4.04.

C. The parties have previously amended the Original Contract via a 2-page amendment, dated August 19, 2013, (by Department), and August 13, 2013, (by Grantee), ("1st Amendment").

D. The parties have reached agreement to amend the Original Contract in order to extend the termination date of the contract from February 21, 2014 to June 21, 2014.

AGREEMENT:

Premised on the Recitals above, and in consideration of the mutual promises and understandings of the parties set forth below, the parties agree as follows:

The following provisions of the Original Contract, indented below for clear identification, are amended as shown, by deleting the original language shown in strikethrough format [~~example~~], and/or inserting the new language shown in underlined format [example].

The following provisions of the Original Contract, indented below for clear identification, are amended as shown, by:

- deleting the original language shown in strikethrough format for those changes associated with the 1st Amendment already accomplished [~~example~~],
- deleting the original language shown in double-strikethrough format for those changes associated with the instant 2nd Amendment [~~example~~],
- inserting the new language shown in underlined format for those changes associated with the 1st Amendment already accomplished [example],
- inserting the new language shown in double-underlined format for those changes associated with the instant 2nd Amendment [example].

Amendments to Original Contract.

§1.02 Time of Performance.

The period covered under this contract will be 24 ~~26~~ 30 months from December 21, 2011. The termination date of this contract will be ~~December 21, 2013~~ ~~February 21, 2014~~ June 21, 2014. All of the required activities and services, except for administration and audit, will be completed by or before this date.

All other provisions of the Original Contract, including changes in the Original Contract made in the 1st Amendment which are not changed by this 2nd Amendment, remain in effect.

ACCEPTANCE PROVISIONS.

The parties acknowledge they have read and understand this instrument and agree to its provisions, and that it will be effective on the date when both parties have signed.

NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT	GRANTEE → City of Ogallala, Nebraska
By: _____ (Director or Designee)	By: _____ (Chief Elected Official)
_____ (Typed or Printed Name/Title)	_____ (Typed or Printed Name/Title)
_____ (Date)	_____ (Date)
	<u>47-6006302</u> (Federal Identification Number)

INVITATION FOR BIDS

January 28, 2014

The City of Ogallala, Nebraska, will receive sealed bids until February 27, 2014, at 3:00 p.m., Mountain Time, at the City Offices, at which time and place all bids will be publicly opened and read aloud for furnishing labor, materials, and performing all necessary work for construction of the project entitled "Nebraska Highway 61, Pony Express Lane & Oregon Trail Drive – Paving and Utility Improvements, Ogallala, Nebraska - 2014."

The project is briefly described as follows:

Bid Section 'A': Bid Section 'A' consists of Pony Express Lane roadway extension 570' west of Oregon Trail Drive; reconstruct Oregon Trail Drive 650' north of Pony Express Lane; water main and sanitary sewer extensions within Pony Express right-of-way. The work generally consists of approximately 5,300 square yards concrete roadway paving, 700 square yards of concrete driveway and sidewalk, 270 linear feet of storm sewer, 800 linear feet of sanitary sewer main, 800 linear feet of water main, including manholes, inlets, fire hydrants, valves, and fittings.

Bid Section 'B': Bid Section 'B' consists of the construction of southbound right turn lane at the intersection of Nebraska Highway 61 and Pony Express Lane. The work generally consists of 700 square yards of concrete roadway paving, 500 square yards of sidewalk, traffic signal modifications, roadway lighting modifications, and storm sewer improvements.

Envelopes containing the bids shall be sealed and must be accompanied by a Certified Check or Bidder's Bond in an amount of not less than five percent of the amount bid. The check(s) or bond(s) shall be made payable to City of Ogallala, Nebraska, as security that the bidder(s) to whom the award(s) are made will enter into contract to build the improvements bid upon and furnish the required bonds and insurance. The envelopes containing bids shall be marked as follows:

City of Ogallala
c/o Jane M. Skinner, Clerk/Treasurer
Proposal For: "Nebraska Highway 61, Pony Express Lane & Oregon Trail Drive
Paving & Utility Improvements
Ogallala, Nebraska – 2014"
Bids Received: February 27, 2014
3:00 p.m. Mountain Time
411 East 2nd Street
Ogallala, NE 69153

Plans and specifications are on file in the office of the City of Ogallala; Lincoln Builders Bureau, 5910 S. 58th Street, Suite C, Lincoln, Nebraska 68516; Central Nebraska Plan Service, 11 W 6th St., North Platte, Nebraska 69101; Grand Island Plan Service, 309 W 2nd Street, Grand Island, Nebraska 68801, and may be obtained from the office of the Engineer, Olsson Associates, 201 E 2nd Street, Grand Island, Nebraska 68801, for a nonrefundable charge of \$50.00. Unsuccessful bidders are requested to return the plans and specifications.

The Engineer is Olsson Associates and all communication relative to the work prior to the opening of bids shall be directed to Tim Golka (308-384-8750). The Engineer's address is 201 East 2nd Street, Grand Island, Nebraska 68801.

The successful bidder shall supply a Performance Bond and a Payment Bond executed by a corporate surety licensed in the State of Nebraska in an amount equal to 100 percent of the contract price as part of his contract.

The City of Ogallala reserves the right to accept any bid which it deems most advantageous to the City, and to reject any or all bids submitted and to hold as many bids as it desires for consideration for a period of sixty (60) days after the bids are open.

Dated this 28th day of January, 2014

Jane Skinner
City Clerk

Published in the *Keith County News* February 3, 10 and 17, 2014.

**Opinion of Probable Costs
 Bid Section 'A' Pony Express Lane and Oregon Trail Drive Improvements
 Ogallala, NE**

Description	Unit	Estimated Qty.	Unit Price	Total Cost	Item #
Roadway Paving & Storm Sewer Items					
Mobilization	LS	1	\$15,000.00	\$15,000.00	1
8" Concrete Pavement with Integral Curb & Gutter	SY	5,541	\$48.00	\$265,968.00	2
8" Concrete Driveway	SY	433	\$42.00	\$18,186.00	3
6" Concrete Bikeway	SY	559	\$38.00	\$21,242.00	4
Detectable Warning Panel	SF	60	\$30.00	\$1,800.00	5
Concrete Header	LF	88	\$20.00	\$1,760.00	6
Adjust Manhole to Grade	EA	1	\$400.00	\$400.00	7
Adjust Valve Box to Grade	EA	2	\$200.00	\$400.00	8
Reconstruct Wingwall	EA	1	\$4,500.00	\$4,500.00	9
Curb Inlet	EA	6	\$3,500.00	\$21,000.00	10
18" RCP Storm Sewer	LF	274	\$60.00	\$16,440.00	11
18" RCP Flared End Section	EA	7	\$500.00	\$3,500.00	12
Concrete Flume	EA	1	\$750.00	\$750.00	13
4" Yellow Polyurea Pavement Marking, Grooved	LF	1,962	\$0.60	\$1,177.20	14
4" White Polyurea Pavement Markings, Grooved	LF	287	\$0.60	\$172.20	15
Left Arrow, Polyurea Pavement Marking, Grooved	EA	4	\$300.00	\$1,200.00	16
Remove Pavement	SY	2,172	\$7.50	\$16,290.00	17
Remove Driveway Culvert Pipe	LF	76	\$10.00	\$760.00	18
Remove & Reset Mailbox	EA	1	\$200.00	\$200.00	19
Temporary Gravel Surface	CY	50	\$30.00	\$1,500.00	20
Clearing and Grubbing	LS	1	\$3,000.00	\$3,000.00	21
Earthwork Measured in Embankment	CY	3,555	\$10.00	\$35,550.00	22
Overexcavation	CY	250	\$15.00	\$3,750.00	23
Seeding	AC	1.75	\$2,500.00	\$4,375.00	24
Curb Inlet Sediment Filters	EA	6	\$200.00	\$1,200.00	25
Silt Fence	LF	450	\$4.00	\$1,800.00	26
Erosion Control Blanket – NDOR Type 1D	SY	769	\$4.50	\$3,460.50	27
Erosion Control Blanket – NDOR Type 2A	SY	2	\$25.00	\$50.00	28
Traffic Control	LS	1	\$4,000.00	\$4,000.00	29
Subtotal Pavement & Storm Sewer Items				\$449,430.90	

Sanitary Sewer Items					
10" PVC Sanitary Sewer	LF	711	\$45.00	\$31,995.00	30
6" PVC Sanitary Sewer	LF	40	\$38.00	\$1,520.00	31
4" PVC Sanitary Sewer	LF	50	\$35.00	\$1,750.00	32
Sanitary Sewer Service Connection	EA	1	\$200.00	\$200.00	33
10" Plug	EA	2	\$200.00	\$400.00	34
6" Plug	EA	1	\$160.00	\$160.00	35
4" Plug	EA	2	\$120.00	\$240.00	36
48" Dia. Precast Concrete Manhole	EA	3	\$4,500.00	\$13,500.00	37
Tap Existing Manhole	EA	1	\$500.00	\$500.00	38
Subtotal Sanitary Sewer Items				\$50,265.00	

Water Main Items					
10" PVC Water Main	LF	637	\$40.00	\$25,480.00	39
10" Restrained Joint PVC Water Main	LF	80	\$50.00	\$4,000.00	40
8" PVC Water Main	LF	20	\$38.00	\$760.00	41
6" PVC Water Main	LF	72	\$35.00	\$2,520.00	42
10" M.J. Gate Valve with Box	EA	3	\$2,000.00	\$6,000.00	43
8" M.J. Gate Valve with Box	EA	1	\$1,500.00	\$1,500.00	44
6" M.J. Gate Valve with Box	EA	1	\$1,400.00	\$1,400.00	45
6" Fire Hydrant Assembly	EA	2	\$4,500.00	\$9,000.00	46
Ductile Iron Fittings	LB	2,784	\$2.00	\$5,568.00	47
Directional Drill 10" Water Main	LF	80	\$50.00	\$4,000.00	48
1" Water Service Connection	EA	1	\$400.00	\$400.00	49
1" Curb Stop and Box	EA	1	\$400.00	\$400.00	50
1" Water Service Line	LF	20	\$30.00	\$600.00	51
Wet Cut-In	EA	2	\$1,200.00	\$2,400.00	52
Subtotal Water Main Items				\$64,028.00	

Subtotal **\$563,723.90**
Contingency (10%) **\$56,372.39**
Bid Section 'A' Grand Total **\$620,096.29**

G.E.

Opinion of Probable Costs
 Bid Section 'B' Nebraska Highway 61 Improvements
 Ogallala, NE

Description	Unit	Estimated Qty.	Unit Price	Total Cost
Roadway Lighting, Signal, & Paving Items				
Mobilization	LS	1	\$5,000.00	\$5,000.00
General Clearing and Grubbing	LS	1	\$2,000.00	\$2,000.00
Remove Pavement	SY	291	\$7.50	\$2,182.50
Remove Walk	SY	423	\$6.00	\$2,538.00
Remove Inlet	EA	1	\$500.00	\$500.00
Remove Light Pole Foundation	EA	1	\$750.00	\$750.00
Remove Traffic Signal	EA	1	\$1,500.00	\$1,500.00
Earthwork Measured In Embankment	CY	809	\$12.00	\$9,708.00
Cable, 12/C Traffic Signal	LF	328	\$3.50	\$1,148.00
Cable, 2/C Detector Lead-In Cable	LF	291	\$1.95	\$567.45
Cable, No. 8 CG	LF	360	\$1.00	\$360.00
Street Lighting Cable, No. 6 Bare	LF	436	\$1.50	\$654.00
Cable, No. 6 SL	LF	15	\$1.50	\$22.50
Street Lighting Cable, No. 6 Use	LF	872	\$2.00	\$1,744.00
Cable, 2/C Pedestrian Push Button	LF	378	\$1.00	\$378.00
1 1/2" Conduit In Trench	LF	436	\$4.50	\$1,962.00
Conduit 2", T	LF	43	\$4.75	\$204.25
Conduit 3", T	LF	48	\$9.00	\$432.00
Conduit 3", J	LF	63	\$15.00	\$945.00
Pull Box, Type PB-1	EA	2	\$700.00	\$1,400.00
Pedestal Pole, Type PP-4	EA	1	\$750.00	\$750.00
Combination Ma Signal And Lighting Pole, Type CMP-40-12	EA	1	\$10,000.00	\$10,000.00
Relocate Lighting Unit	EA	1	\$1,000.00	\$1,000.00
Traffic Signal, Type TS-1, T36	EA	2	\$635.00	\$1,270.00
Traffic Signal, Type TS-1LL, T51B	EA	1	\$1,060.00	\$1,060.00
Traffic Signal, Type TS-1RR, T52	EA	1	\$940.00	\$940.00
Pedestrian Push Button	EA	1	\$275.00	\$275.00
Vehicle Detector, Type B Preformed	EA	4	\$500.00	\$2,000.00
Relocate Pedestrian Push Button	EA	1	\$200.00	\$200.00
Relocate Luminaire	EA	1	\$200.00	\$200.00
Type A Sign, Left-Turn Only Straight/Right (R3-1QAL)	EA	1	\$200.00	\$200.00
Type A Sign, Right Lane Must Turn Right (R3-7R)	EA	2	\$200.00	\$400.00
Type A Sign Post	EA	3	\$200.00	\$600.00
Traffic Control For Roadway Construction	LS	1	\$15,000.00	\$15,000.00
Left Arrow, Preformed Plastic Pavement Marking, Type 4	EA	1	\$250.00	\$250.00
Right Arrow, Preformed Plastic Pavement Marking, Type 4	EA	1	\$250.00	\$250.00
4" White, Preformed Plastic Pavement Marking, Type 4, Grooved	LF	407	\$0.60	\$244.20
4" Yellow, Preformed Plastic Pavement Marking, Type 4, Grooved	LF	150	\$0.60	\$90.00
12" White, Preformed Plastic Pavement Marking, Type 4, Grooved	LF	155	\$1.25	\$193.75
10" Doweled Concrete Pavement, Class 47B-3500	SY	718	\$48.00	\$34,464.00
Combination Concrete Curb And Gutter, Class 47B-3500	LF	69	\$35.00	\$2,415.00
4" Concrete Sidewalk, Class 47B-3000	SY	496	\$35.00	\$17,360.00
18" Reinforced Concrete Pipe	LF	25	\$60.00	\$1,500.00
Seeding, Type "B"	AC	0		\$0.00
Fabric Silt Fence - High Porosity	LF	456	\$4.00	\$1,824.00
Tie Bars	EA	204	\$1.50	\$306.00
Curb Inlet	EA	1	\$4,000.00	\$4,000.00
Manhole	EA	1	\$5,500.00	\$5,500.00
Detectable Warning Panels	SF	32	\$30.00	\$960.00
Curb Inlet Sediment Filter	EA	1	\$200.00	\$200.00
Relocate Sign, Distance	EA	1	\$200.00	\$200.00
Pedestrian Signal, PS-1, T19C	EA	1	\$550.00	\$550.00
Roadway Lighting, Signal, & Paving Items				\$138,197.65

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Subtotal \$138,197.65
 Contingency (10%) \$13,819.77
Bid Section 'B' Grand Total \$152,017.42

OFF-SITE IMPROVEMENT TOTAL \$772,113.71

6.E.



LETTER AGREEMENT FOR PROFESSIONAL SERVICES

January 22, 2014

City of Ogallala
Attn: Aaron Smith
411 East 2nd St.
Ogallala, Nebraska 69153

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
Offsite Improvements Nebraska Highway 61, Pony Express Lane and Oregon Trail Drive
(the "Project")
Ogallala, Nebraska

Dear Aaron:

It is our understanding that the City of Ogallala ("Client") requests Olsson Associates, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the following services ("Scope of Services") to Client for the Project: as more specifically described in "Scope of Services" attached hereto. Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: January 29, 2014
Anticipated Completion Date: March 15, 2014

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services a fixed fee of Two Thousand Six Hundred Dollars (\$2,600.00). Olsson's reimbursable expenses for this Project are included in the fixed fee. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be Jeff Palik.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON ASSOCIATES, INC.

By Jeff R. Palik
Jeff R. Palik, Office Leader

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

CITY OF OGALLALA

By _____
Signature

Print Name _____

Title _____

Dated _____

Attachments

General Provisions

Scope of Services

Labor Rate Schedule

Reimbursable Expense Schedule

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated January 22, 2014 between the City of Ogallala ("Client") and Olsson Associates ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Ogallala, Nebraska

Project Description: Offsite Improvements Nebraska Highway 61, Pony Express Lane and Oregon Trail Drive

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

BIDDING SERVICES

Phase 500 – Bid Phase Services

Task 501 - Prepare Notice to Bidders and Issue Documents

Olsson will coordinate the issuance of notices to bidders and the production and distribution of bidding documents. Notices will be placed in the official publications directed by the Client, and in bidding services known to provide data to contractors in the area. In addition, invitations will be mailed directly to contractors whom Olsson and/or the Client know will be interested in the project. Documents will be available for inspection at Olsson offices.

Olsson will coordinate answering questions raised by bidders. Addenda will be prepared, if needed, to provide clarification to questions. The Client will be informed on a regular basis of project changes resulting from bidders' questions.

Task 502 - Review and Evaluate Bids

Olsson will attend the bid opening. Bids properly received will be reviewed. Inconsistencies or irregularities found in the bids will be reported to the Client. Olsson will prepare a bid tabulation of bids received and will make the bid tabulation available to bidders. Olsson will evaluate the bids and make a written recommendation to the Client concerning contract award.

Task 503 - Conform Documents

Conformed copies of the contract documents, including insurance and bond forms, will be prepared by Olsson. Olsson will review the documents to confirm that procedures have been properly followed. Copies of the conformed documents will be provided to the Client for review. Executed copies will be distributed to the Client, the contractor, and Olsson. These documents form the official contract between the Client and the contractor, as well as the basis for decisions concerning the work.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

OLSSON ASSOCIATES, INC.

By Jeff R. Palik
Jeff R. Palik, Office Leader

If you accept this Scope of Services, please sign:

CITY OF OGALLALA

By _____
Signature

Print Name _____

Title _____

Dated: _____

G.F.

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated January 22, 2014 between City of Ogallala ("Client") and Olsson Associates, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate schedules; earnings or expense statements; cash flow or

economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until

the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

3.11 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the

contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Construction Cost Estimate": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such

observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably

incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 The prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the

signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Construction Cost Estimate

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Construction Cost Estimate provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Construction Cost Estimate. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Construction Cost Estimate was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Construction Cost Estimate was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Construction Cost Estimate, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Construction Cost Estimate.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Confidentiality

In performing this Agreement, the parties may disclose to each other written or oral non-public, confidential or proprietary information, including but not limited to, information of a business, planning, marketing or technical nature and models, tools, hardware and software, and any documents, reports, memoranda, notes, files or analyses that contain, summarize or are based upon any proprietary or confidential information (hereafter referred to as the "Information").

7.8.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.8.2 The existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.8.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.8.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.8.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.8.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.8.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.8.3.5 is received from a third party not subject to any confidentiality obligations.

7.8.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.8.5 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.8.6 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.8.7 The obligations of confidentiality set forth herein shall survive termination of this Agreement, but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.9 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.9.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for

damages caused by the negligence of Olsson in the use of such information.

7.9.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.9.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.9.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.9.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.9.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.9.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of

responsibility and liability, as set forth herein, shall be specifically applied.

7.10 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

7.11 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.12 Assignment

7.12.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.12.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.12.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.12.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.13 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.14 Limitation on Damages

7.14.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.14.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.14.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.15 Entire Agreement

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson.

REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

<u>Classification</u>	<u>Cost</u>
Automobiles	\$0.565/mile*
Suburbans and Pick-Ups	\$0.75/mile*
Other travel or lodging cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including mylars and linens	
In-house	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including express mail and special delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of deeds, easements or other Project Related documents	Actual Cost+10%
Fees for applications or permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%

* Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

LABOR RATE SCHEDULE

LABOR RATES

<u>Description</u>	<u>Range</u>
Principal.....	150 - 300
Project Manager.....	125 - 160
Project Professional.....	110 - 135
Assistant Professional.....	65 - 120
Designer.....	95 - 130
CAD Operator.....	35 - 90
Survey.....	50 - 115
Construction Services.....	80 - 170
Administrative/Clerical.....	35 - 75

Special Services not included in above categories will be provided on a special labor rate schedule.

ORDINANCE 1310
CITY OF OGALLALA, NEBRASKA

AN ORDINANCE REZONING THE FOLLOWING DESCRIBED REAL ESTATE:

Lot B, Jehorek's Replat, a replat of Lot 2, Hillis's Replat, An Administrative Replat of Lot 3, Ogallala Industrial Addition.

From A-1 (*Agricultural District*) to I-1 (*Industrial District*).

Whereas, a request has been made to rezone the following described real estate from A-1 (*Agricultural District*) to I-1 (*Industrial District*); and

Whereas, on the 7th day of January, 2014, the Ogallala Planning Commission recommended approval of the request to rezone; and

Whereas, a public hearing before the City Council was held on the 14th day of January, 2014, at 7:30 o'clock P.M. to allow the Council to receive testimony regarding said rezoning from interested persons.

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

That the following described real estate, be rezoned from A-1 (*Agricultural District*) to I-1 (*Industrial District*):

- Lot B, Jehorek's Replat, a replat of Lot 2, Hillis's Replat, An Administrative Replat of Lot 3, Ogallala Industrial Addition.

PASSED AND APPROVED THIS 28TH DAY OF JANUARY, 2014.

Harold L. Peterson, Council President

ATTEST:

Jane Skinner, City Clerk

6.I.

ORDINANCE 1311
CITY OF OGALLALA, NEBRASKA

AN ORDINANCE ADDING SECTION 44-1711 OF THE OGALLALA MUNICIPAL CODE GOVERNING PERIMETER BOUNDARY FENCING.

WHEREAS, a request has been made to add a section to the Ogallala Municipal Code governing perimeter boundary fencing; and

WHEREAS, on the 7th day of January, 2014, the Ogallala Planning Commission recommended approval of the request to add the code; and

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

- Section 1. Section 44-1711 **Perimeter Boundary Fencing** section is added to 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 28TH DAY OF JANUARY 2014.

Harold Peterson, Council President

ATTEST:

Jane M. Skinner, City Clerk

6.J.

EXHIBIT "A"

44-1711. PERIMETER BOUNDARY FENCING.

- (1) For purposes of this section, perimeter boundary fencing shall be defined as a manmade fence that is located parallel to and within 5 feet of a property line that is intended to delineate a property line boundary.
- (2) Persons desiring to construct a perimeter fence shall obtain a building permit.
- (3) It shall be the responsibility of the applicant to show the location of all of the surveyed property corners pertaining to the fencing project.
- (4) Fencing shall be located on private property and not on City right-of-way.
- (5) Fencing located within a required side and rear yard in any zoned district shall be no higher than 6 (six) feet above adjacent grade.

Exception A: Fencing next to a neighboring retaining wall that is 2 feet or higher may be permitted to be a maximum of 8 (eight) feet in height provided that a structural analysis is completed.

Exception B: Correctional and detention facilities may have security fencing in excess of 6 (six) feet in height.

- (6) Fencing located within a required front yard in any district, shall be no higher than 4 (four) feet above adjacent grade.

Exception: Public or private school play grounds and sport venues.

- (7) Permitted fencing materials shall include dimensional lumber, synthetic fencing materials such as plastic and vinyl, stone, brick, concrete, stucco, decorative wrought iron, split rail, chain link with a top rail to guard exposed tines. Materials other than those specified in this regulation may be approved by special exception.
- (8) Prohibited fencing materials include corrugated building panels, railroad ties, wire mesh, ranch-type livestock fencing, barbed wire fencing, and razor wire and electric-shock fences.

Exception A: Corrugated building panels may be permitted in zoned C-2 Highway Business Districts and I-1 Industrial Districts.

Exception B: Ranch type livestock fencing is permitted in agricultural zoned districts and where specifically approved by City Council for livestock permits.

Exception C: Barbed wire and electric shock fencing are permitted in agricultural zoned districts and where specifically approved by City Council for livestock permits or deemed by the zoning official as being necessary for security purposes.

Exception D: Razor wire fencing is permitted in locations of correctional facilities for security purposes provided the razor wire is located on the interior of the fence and/or a minimum of 8 feet above grade.

- (9) Fence installations shall have an appearance that looks identical on both sides or has the finished-favorable side facing towards the public street or neighboring property.

- (10) Fencing on corner lots in residential zones shall provide for corner visibility in conformance to Municipal Code 44-1702.