City of Ogallala

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

JULY 9, 2019
AGENDA ATTACHMENTS

4.A. Permit Application to Keep Livestock or Fowl – Five to Eight Horses, Donkeys, or Cows at 2003 West H Street. (Matt Waitley).
5.A. Minutes of the Regular Meeting held June 25, 2019.
5.B. Financial Report – June 2019.
6.A. Administration – Special Designated Liquor License approval process. (Res. 1908).
6.B. Cemetery – Cemetery Rules and Regulations. (Res. 1909).
6.C. Cemetery/Public Transportation – Authorizing the City of Ogallala Cemetery and Public Transportation Special Fee Schedule. (Res. 1910).
6.D. Community Development – Ogallala LB840 Application.
6.E. Wastewater – Generator – Declaration of Sole Source Provider and contract award. (Res. 1911).
6.F. Water – Water Improvements 2015: Contract No. 1 – Change Order #1 – Downey Drilling, Inc.

EQUAL HOUSING OPPORTUNITY

City of Ogallala

PERMIT APPLICATION TO KEEP LIVESTOCK OR FOWL

Date 6-6-19

Name of Applicant Matt Waitley Date of Birth 7-11-1976

Home Address 2003 West H City Ogallala State Ne

Home Telephone 308-352-2295 Business/Cell 352-860

a) Types of livestock or fowl: Horses, donkeys, cows

b) Approximate number of livestock or fowl to be located at the specific location: 5-8

c) Location where animals will be maintained: Above address surrounding acres (100) approx.

d) City Zoning Classification of location: Ag.

e) Facilities at location for maintaining livestock or fowl (explain if facilities are to be erected upon receiving permit): Corrals, shed -

f) Why Permit to maintain livestock or fowl is requested: Our animals are essentially pets.

I have been provided a copy of Ogallala City Code Chapter 3 Article 3. I have read, understand, and agree to comply with the requirements of this ordinance. I also understand that any permit issued may be revoked for probable cause by the City Council.

Applicant's signature Matthew Waitley Date 6-6-19

Council Action

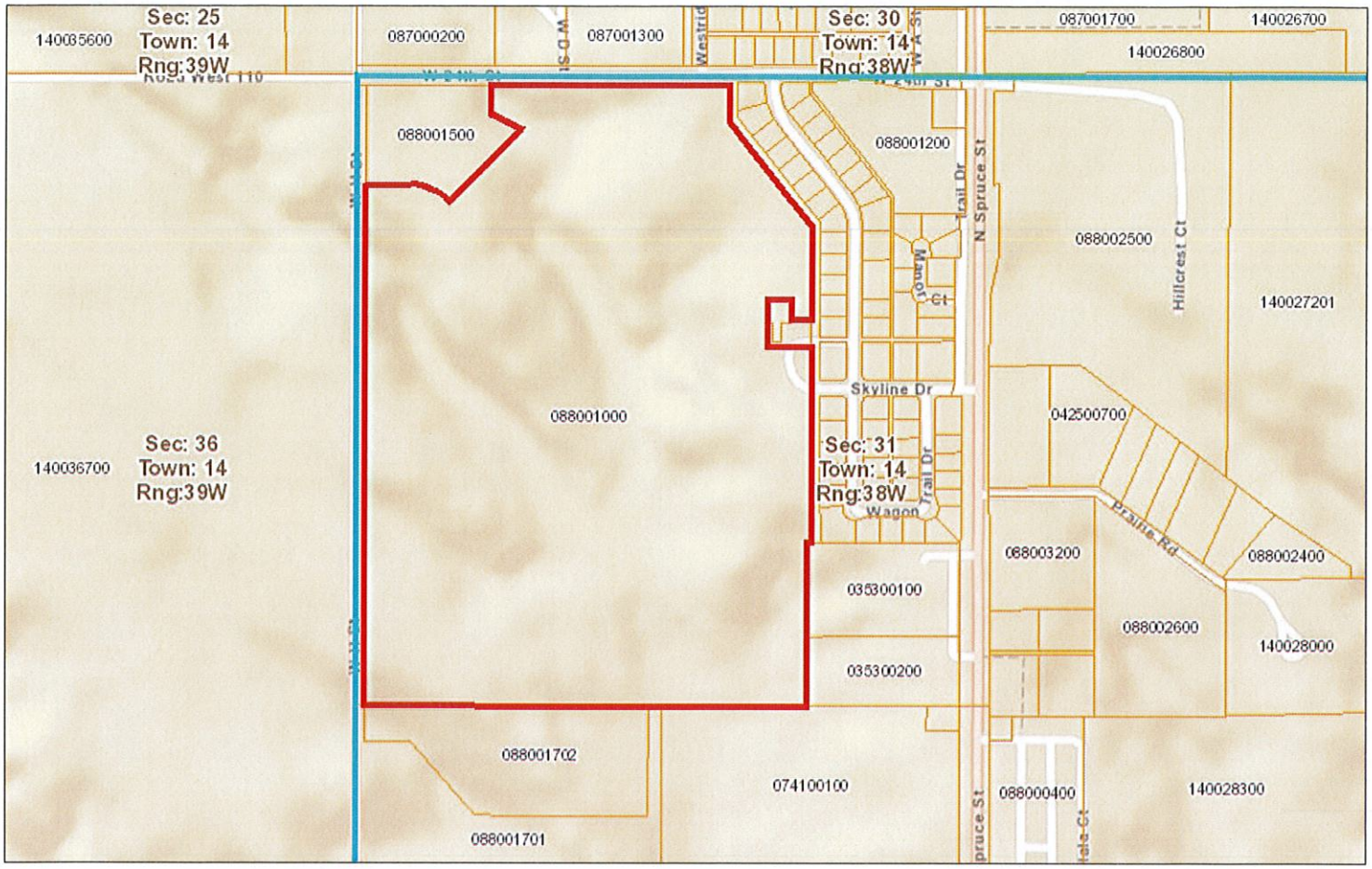
☐ Approved ☐ Disapproved Date_____

Permit Number_____

Expiration Date_____

4.A.

gWorks



July 5, 2019

DISCLAIMER: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

1:9,028

0 0.075 0.15 0.3 mi

0 0.1 0.2 0.4 km

River Meander

Parcels

Sections

Keith County
gWorks

4.A.

A REGULAR MEETING OF THE CITY COUNCIL

JUNE 25, 2019

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 25th day of June, 2019, at 7:00 o'clock P.M. Present were: Vice President of the Council: Darryl Weddington; Council Members: Kevin Block, Dorie Nolde and LD Walker. Absent: Deb Schilz. City Manager: Bruce Smith. City Clerk: Jane 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 June 21, 2019 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 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 Member Block moved to excuse Council President Deb Schilz from the June 25, 2019 City Council Meeting. Council Member Nolde seconded the motion. The following council members voted Yes: Kevin Block, Dorie Nolde, LD Walker and Darryl Weddington. No: None. Absent: Deb Schilz. Motion declared carried

Council Member Block moved to approve the consent agenda. Council Member Nolde seconded the motion. The following council members voted Yes: Kevin Block, Dorie Nolde, LD Walker and Darryl Weddington. No: None. Absent: Deb Schilz. Motion declared carried and the consent agenda was approved as follows:

A. Minutes of the Regular Meeting held June 11, 2019.
B. Claims.
C. Application for a special designated liquor license for 1 Eleven Lounge event to be held 07-18-2019 from 1:00 PM to 12:00 AM at The Driftwood Ogallala, LLC – 118 North Spruce Street – Musical Concert.

The Claims were approved as follows:

General Fund:
Pinn Bank-10.00-Su/Se; Ne Dept Of Rev-4,596.13-Sit; 125 Plan-461.91-Pretx; Am Fam Ins-413.93-Ins; Eftps-18,088.61-Fit; Hosp&Med-27,786.99-Ins; Icma-737.22-Pen; Kc Court-222.69-P/R; John Hancock-11,249.22-Pen; Ne Child Sup Cen-46.15-P/R; Pinn Bank-59,621.44-Pp12; Western States Bank-5,155.49-Hsa; 125 Plan-461.91-Pretx; Eftps-18,589.23-Fit; Hartford Life-1,384.66-Ins; Hosp&Med-27,786.99-Ins; Icma-737.22-Pen; Kc Court-222.69-P/R; John Hancock-11,508.16-Pen; Ne Child Sup Cen-46.15-P/R; Pinn Bank-63,497.00-Pp13; Western States Bank-5,155.49-Hsa; Pinn Bank-52,893.25-Su/Se; Wex Bank-3,341.41-Su/Se; Ne Dept Of Trans-3,190.83-Lease; Water Dept-1,453.91-Su/Se; Dept Of Rev-988.64-Salestx; Pinn Bank-25.00-Se; Rogge Contractors-82,616.40-Se; 21st Century-320.94-Su; Acker, George-755.00-Su; Adams Bank-250.00-Se; Adams Ins Advisors-416.00-Ins; Airgas-187.95-Su; Allo-823.34-Su; Andersen Sign-26.50-Se; Napa-334.80-Su; Arcosa Lightweight-31,347.04-Su; Arnold Pool-26,260.68-Su/Se; Avery Asphalt-199,232.36-Su/Se; Bavco Backflow-753.15-Su; Black Hills Energy-4,038.66-Su; Bound Tree Med-333.64-Su; Bruckner, Mike-842.32-Su; Candy Aerotech-1,000.00-Contract; Candlewood Suites-2,374.25-Su; Cash Wa-2,298.31-Su/Se; Christensen, Rex-390.00-Su; Chs Grainland-1,844.75-Su; City Of Np-875.00-Se; Coca-Cola-200.36-Su; Contractors Materials-102.00-Su; Consolidated Mgmt-25.36-Su; Cornhusker Glass-11.30-Se; Correll Refrig-1,604.00-Su; Culligan-43.00-Su; Dickinson Land Surveyors-363.00-Se;

5.A.

Driftwood Og & Pott Elec-5,175.00-Su; Driftwood Og & Hilti Contr-22,230.93-Su; Driftwood Og & Day & Nighy Plmb-4,259.78-Su; Eakes Office-736.88-Su; Eichner Sales-44.85-Su; Emmett's Repair-155.00-Se; Ems Billing-1,638.09-Contract; Tomas England-800.00-Se; Ewert Blds-15,225.00-Su/Se; Og Plumbing-1,167.00-Su/Se; John Deere Financials-1,364.76-Su; Fleet-Us-578.52-Su; Home Pc Sales-37.00-Su; Humphreys-178.15-Su; Ideal Linen-502.93-Su/Se; Waste Conn-1,230.65-Se; Kc Hosp Auth-35,405.61-Salestx; Kc News-664.82-Se; Kc Reg Of Deeds-10.00-Se; Kc Treasurer-12,969.59-Se; Kents Towing-375.00-Se; Keystone Sod-150.00-Su; Mail Finance-405.90-Su; Mcm Truck Equip-181.00-Se; Mcquillan Law-2,005.90-Se; M C Schaff-1,100.00-Se; Mead Lumber-202.25-Su; Mid Am Research-600.63-Su; Midwest Connect-75.00-Su; Midland's Fam Med-385.00-Se; Mobile Mech-477.00-Se; Ne Assn Of Trans Provide-85.00-Su; Nmc Exchange-113.14-Su; Printworks-19.00-Se; Ne Muni Power Pool-2,317.43-Dues; Ne Law Enforce Trng Ctr-360.00-Su; Nppd-15,712.32-Su; Newman Signs-153.82-Su; Nsvfa-1,260.00-Su; Off Svc-1,059.03-Su; Chamber Of Comm-350.00-Su; Og Rotary-120.00-Dues; Water Dept-492.13-Su; Ovfd-210.00-Se; Og Comm Hosp-57.77-Su; Ace Hardware-285.23-Su; Olson Mfg-168.35-Su; Open Range Grill-200.00-Refund; Page My Cell-600.00-Dues; Paulsen-1,697.09-Su; Pelster Law-200.00-Se; Peters & Son Const-7,000.00-Su; Plumbing Solutions-103.90-Su/Se; Prairie States Comm-56.45-Su; Reams Sprinkler-1,505.73-Su; Reg West Med Cen-6,260.00-Se; Brent Robb-2,625.00-Su/Se; Schmidt Motors-171.26-Su; Sewer Fund-60.16-Su; Springer's App-6,384.00-Su; Stanard & Assoc-75.00-Su; St Of Ne Das Acct-77.00-Dues; Stryker Med-500.00-Su; Tlc Cleansweep-440.00-Se; T&C Srv-93.92-Su; Us Bank-9,368.45-Su; Us Postal Svc-112.60-Su; Van Diest Supply-623.60-Su; Wells Fargo-40,503.84-Lease; West Cen Ne Dev Dist-1,827.75-Contract; Western Path Consul-488.75-Se; Wrg-450.00-Se;

Select Flex:
Rci-67.00-Pretx; Rci-336.25-Pretx; Rci-192.30-Pretx;

Water Dept:
Water Dept-52.25-Su; Ne Dept Of Rev-9,731.08-Salestx; Adams Bank-25.00-Se; Allo-103.26-Su; Am Ag Lab-52.50-Se; Barco Muni Products-1,087.81-Su; Black Hills Energy-254.28-Su; Borer Const-600.00-Su; Chs Grainland-525.97-Su; Cornhusker Glass-96.88-Se; Downey Drilling-51,200.55-Su; Gen Fund-27,548.90-Su/Se; Harcros Chemicals-2,754.00-Su; Humphreys-366.03-Su; Ideal Linen-169.46-Su/Se; Inland Truck-94.27-Su; Waste Conn-165.72-Se; Kc News-100.00-Se; Lawson Products-206.69-Su; Midwest Elec-3,735.97-Su; Muni Supply-7,131.88-Su; Nppd-2,925.66-Su; Ace Hardware-14.97-Su; One Call Concepts-87.62-Se; Paulsen-2,212.35-Su; Springer's App-195.00-Su; Ne Dept Health Lab-247.00-Se; T&C Srv-30.00-Se; Unitech-1,059.30-Su; Us Bank-491.15-Su; Alta-85.24-Refund; Melissa Erp-12.49-Refund; Shane Haley-28.75-Refund; Dean Krajewski-130.30-Refund; Randa Waddingham-46.59-Refund;

Sewer Treatment Fund:
Wex Bank-275.70-Su; Water Dept-90.75-Se; Adams Bank-25.00-Se; Allo-94.85-Su; Black Hills Energy-2,235.15-Su; John Deere Financials-12.72-Su; Gen Fund-19,387.30-Su/Se; Ideal Linen-60.06-Su/Se; Waste Conn-180.06-Se; Knapp Elec-297.50-Su; Mcquillan Law-357.50-Se; Midwest Lab-74.80-Su; Ndeq-150.00-Su; Nppd-3,825.26-Su; Ace Hardware-7.49-Su; Potts Elec-136.24-Su; Quick Elec-334.24-Su; Scotties Potties-3,818.60-Se; Us Bank-1,426.35-Su;

Youth Committee:
City Of Og-1,075.00-Su; Kc News-8.10-Se; Us Bank-229.94-Su;

Medical/Benefit:
City Of Og-4,160.00-Su; Chamber Of Comm-300.00-Su; Sauer, John-90.00-Se; Rci-16,641.04-Ins; Rci-30,275.50-Ins; Rci-6,815.86-Ins; Rci-11,138.39-Ins;

Council Member Block moved to approve Keno at Driftwood Ogallala – 118 North Spruce Street (Jeremy Smith). Council Member Nolde seconded the motion. The following council members voted Yes: Kevin Block, Dorie Nolde, LD Walker and Darryl Weddington. No: None. Absent: Deb Schilz. Motion declared carried.

Council member Nolde moved to approve Change Order No. 1 in the amount of $10,004.24 and No. 2, in the amount of $4,228 from Rogge General Contractors, Inc. for the library project. Council Member Walker seconded the motion. The following council members

voted Yes: Kevin Block, Dorie Nolde, LD Walker and Darryl Weddington. No: None. Absent: Deb Schilz. Motion declared carried.

Council Member Block introduced resolutions 1872-1907, resolutions of declared nuisances. Council Vice President Weddington read the resolutions by title and Council Member Nolde seconded the motion. Upon roll call vote, the following Council Members voted "Yes": Kevin Block, Dorie Nolde, LD Walker and Darryl Weddington. The following council Members voted "No": None. Absent: Deb Schilz. Motion declared carried and Resolutions 1872-1907 were adopted, a copy of said Resolutions being attached hereto and by this express reference, incorporated herein and made a part hereof.

Bruce Smith, City Manager, updated the council on the Library Building progress.

The City Council Members gave their committee reports as follows:

A. Darryl Weddington
   1) Library Board
B. Kevin Block
   1) West Central Nebraska Development District
C. Dorie Nolde
   1) Keep Keith County Beautiful
D. LD Walker
   1) Kenfield Petrified Wood Gallery
E. City Council Member/County Commissioner/School Board Meeting. - Block

Council Member Nolde moved to adjourn. Council Member Walker seconded the motion. The following council members voted Yes: Kevin Block, Dorie Nolde, LD Walker and Darryl Weddington. No: None. Absent: Deb Schilz. Motion declared carried and meeting adjourned at 7:35 P.M.

Jane M. Skinner
City Clerk

Approved:

Deb Schilz
Council President

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

I, Jane M. Skinner, the undersigned, City Clerk for the City of Ogallala, Nebraska, hereby certify that all of the subjects included in the attached proceedings were contained in the Agenda for the meeting of June 25, 2019 kept continuously current and available for public inspection at the office of the City Clerk; that such subjects were contained in said Agenda for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the Minutes of the President and Council of the City of Ogallala, Nebraska, were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meeting of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Jane M. Skinner
City Clerk

(S E A L)

5.A.

SUMMARY OF MINUTES OF REGULAR MEETING OF THE OGALLALA CITY COUNCIL

HELD AT CITY HALL COUNCIL CHAMBERS 7:00 P.M. JUNE 25, 2019

Present were: Vice President of the Council: Darryl Weddington. Council Members: Kevin Block, Dorie Nolde and LD Walker. Absent: Deb Schilz. City Manager: Bruce Smith; City Clerk: Jane Skinner; City Attorney: Michael McQuillan.

Moved to excuse Council President Deb Schilz from the June 25, 2019 City Council Meeting. Carried unanimously.

Moved to approve the consent agenda. Carried unanimously and the consent agenda was approved as follows:

A. Minutes of the Regular Meeting held June 11, 2019.
B. Claims.
C. Application for a special designated liquor license for 1 Eleven Lounge event to be held 07-18-2019 from 1:00 PM to 12:00 AM at The Driftwood Ogallala, LLC – 118 North Spruce Street – Musical Concert.

The Claims were approved as follows:

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5.A.

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City Of Og-1,075.00-Su; Kc News-8.10-Se; Us Bank-229.94-Su;

Medical/Benefit:
City Of Og-4,160.00-Su; Chamber Of Comm-300.00-Su; Sauer, John-90.00-Se; Rci-16,641.04-Ins; Rci-30,275.50-Ins; Rci-6,815.86-Ins; Rci-11,138.39-Ins;

Moved to approve Keno at Driftwood Ogallala – 118 North Spruce Street (Jeremy Smith). Carried unanimously.

Moved to approve Change Order No. 1 in the amount of $10,004.24 and No. 2, in the amount of $4,228 from Rogge General Contractors, Inc. for the library project. Carried unanimously.

Introduced and unanimously approved resolutions 1872-1907, resolutions of declared nuisances.

Bruce Smith, City Manager, updated the council on the Library Building progress.

The City Council Members gave their committee reports as follows:

A. Darryl Weddington
   1) Library Board
B. Kevin Block
   1) West Central Nebraska Development District
C. Dorie Nolde
   1) Keep Keith County Beautiful
D. LD Walker
   1) Kenfield Petrified Wood Gallery
E. City Council Member/County Commissioner/School Board Meeting. - Block

5A.

Moved to adjourn at 7:35 P.M. Carried unanimously.

Jane M. Skinner, City Clerk

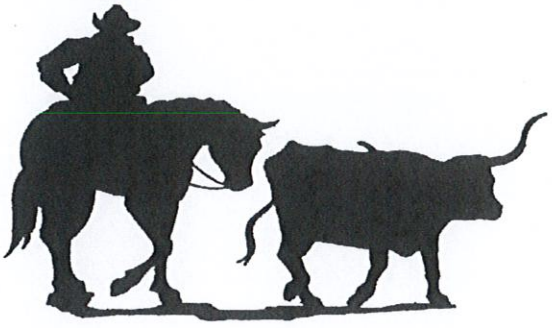
Deb Schilz, Council President

Publish: July 15, 2019

5.A.

CITY OF OGALLALA
MONTHLY TREASURER'S REPORT
FOR THE MONTH ENDING JUNE 30, 2019

Fund Name	Beg. Fund Balance	Revenues	Expenses	End. Fund Balance	Cash Balance
10 - Administration	313,720.81	52,736.44	(39,249.28)	327,207.97	282,725.23
21 - Street	723,766.07	79,621.64	(319,691.88)	483,695.83	483,695.83
24 - Water	3,438,167.26	94,258.38	(101,098.35)	3,431,327.29	1,725,177.05
25 - Sewer	3,648,099.52	75,219.57	(32,252.26)	3,691,066.83	1,086,912.97
31 - Fire	63,489.07	7,056.67	(13,881.67)	56,664.07	56,664.07
32 - Police	419,118.86	115,220.17	(78,925.35)	455,413.68	455,413.68
34 - Cemetery	75,429.98	13,821.61	(18,497.90)	70,753.69	70,753.69
36 - Ambulance	27,925.60	10,793.28	(11,812.30)	26,906.58	26,906.58
37 - Public Transit	55,482.62	9,115.00	(10,435.89)	54,161.73	54,161.73
38 - RSVP	37,339.33	3,461.51	(6,770.63)	34,030.21	34,030.21
40 - Goodall Rec Center	124,125.20	37,078.70	(24,358.33)	136,845.57	136,845.57
41 - Outdoor Pool	56,630.86	24,168.36	(43,448.60)	37,350.62	37,350.62
42 - Parks	154,535.66	40,386.01	(49,996.61)	144,925.06	144,925.06
44 - Library	412,951.28	30,634.30	(143,449.57)	300,136.01	300,136.01
46 - Airport	95,287.20	11,033.04	(6,357.18)	99,963.06	99,963.06
47 - Community Dev.	(82,873.17)	113,814.44	(35,668.83)	(4,727.56)	(4,727.56)
48 - Planning	65,857.81	12,304.15	(7,731.47)	70,430.49	70,430.49
50 - Debt Service	202,165.19	10,344.35	(62,492.50)	150,017.04	141,638.66
51 - Agency	50,525.99	37,069.66	(35,405.61)	52,190.04	52,190.04
99 - Medical Benefit	161,134.42	55,618.98	(62,289.34)	154,464.06	185,464.06
Totals	10,042,879.56	833,756.26	(1,103,813.55)	9,772,822.27	5,440,657.05

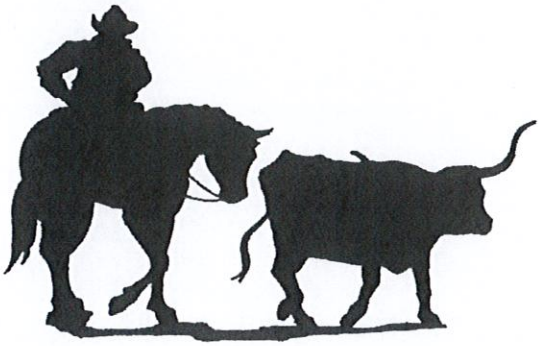


1260	Change Fund	982.00
12700	General Checking	1,897,123.68
12701	Water Checking	(56,257.35)
12702	Sewer Checking	35,938.22
12704	Debt Service	180,824.93
12705	Medical Benefit	365,330.25
12708	Youth Committee	4,721.87
12709	125 Plan - Select Flex	7,672.29
12710	CDBG Housing Rehab	17,678.61
12717	ICS - Cemetery	140,514.56
12718	ICS - Sewer	1,047,603.04
12719	ICS - Water	1,784,576.63
12720	Downtown Revital	990.80
12798	Holding Account	12,957.52
		5,440,657.05

5.B.

CITY OF OGALLALA
MONTHLY TREASURER'S REPORT
FISCAL YEAR TO DATE FOR THE PERIOD ENDING JUNE 30, 2019

Fund Name	Beg. Fund Balance	Revenues	Expenses	End. Fund Balance	Cash Balance
10 - Administration	305,607.27	495,624.97	(474,024.27)	327,207.97	282,725.23
21 - Street	880,843.69	752,988.48	(1,150,136.34)	483,695.83	483,695.83
24 - Water	4,047,485.08	762,447.10	(1,378,604.89)	3,431,327.29	1,725,177.05
25 - Sewer	3,745,447.46	641,738.50	(696,119.13)	3,691,066.83	1,086,912.97
31 - Fire	54,393.18	80,002.28	(77,731.39)	56,664.07	56,664.07
32 - Police	213,794.72	1,051,843.21	(810,224.25)	455,413.68	455,413.68
34 - Cemetery	78,626.52	157,847.66	(165,720.49)	70,753.69	70,753.69
36 - Ambulance	151,237.97	121,206.58	(245,537.97)	26,906.58	26,906.58
37 - Public Transit	61,537.52	110,410.05	(117,785.84)	54,161.73	54,161.73
38 - RSVP	9,975.63	71,952.01	(47,897.43)	34,030.21	34,030.21
40 - Goodall Rec Center	82,455.13	305,128.33	(250,737.89)	136,845.57	136,845.57
41 - Outdoor Pool	39,469.05	146,110.35	(148,228.78)	37,350.62	37,350.62
42 - Parks	54,833.00	369,989.25	(279,897.19)	144,925.06	144,925.06
44 - Library	257,210.62	585,033.94	(542,108.55)	300,136.01	300,136.01
46 - Airport	92,292.16	143,510.34	(135,839.44)	99,963.06	99,963.06
47 - Community Dev.	47,431.16	475,983.15	(528,141.87)	(4,727.56)	(4,727.56)
48 - Planning	55,044.04	123,993.97	(108,607.52)	70,430.49	70,430.49
50 - Debt Service	373,089.79	96,728.54	(319,801.29)	150,017.04	141,638.66
51 - Agency	72,956.22	311,147.55	(331,913.73)	52,190.04	52,190.04
99 - Medical Benefit	155,787.12	521,262.35	(522,585.41)	154,464.06	185,464.06
Totals	10,779,517.33	7,324,948.61	(8,331,643.67)	9,772,822.27	5,440,657.05



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12700	General Checking	1,897,123.68
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12704	Debt Service	180,824.93
12705	Medical Benefit	365,330.25
12708	Youth Committee	4,721.87
12709	125 Plan - Select Flex	7,672.29
12710	CDBG Housing Rehab	17,678.61
12717	ICS - Cemetery	140,514.56
12718	ICS - Sewer	1,047,603.04
12719	ICS - Water	1,784,576.63
12720	Downtown Revital	990.80
12798	Holding Account	12,957.52
		5,440,657.05

5B.

CITY OF OGALLALA
REMAINING REVENUE BUDGET ANALYSIS
25% OF YEAR REMAINING

PROPRIETARY FUNDS

		REMAINING BUDGET	ANNUAL BUDGET	% OF REMAINING BUDGET
24-WATER		2,549,174.90	3,311,622.00	76.98
25-SEWER		1,018,961.50	1,660,700.00	61.36
	TOTAL	3,568,136.40	4,972,322.00	71.76

GOVERNMENTAL FUNDS

	REMAINING BUDGET	ANNUAL BUDGET	% OF REMAINING BUDGET
10-ADMIN	120,093.03	615,718.00	19.50
21-STREET	1,006,096.52	1,759,085.00	57.19
31-FIRE	19,878.72	99,881.00	19.90
32-POLICE	320,524.79	1,372,368.00	23.36
34-CEMETERY	6,627.34	164,475.00	4.03
36-AMBULANCE	193,619.42	314,826.00	61.50
37-OPT	61,135.95	171,546.00	35.64
38-RSVP	7,943.99	79,896.00	9.94
40-GRC	46,625.67	351,754.00	13.26
41-OUTDOOR POOL	197,191.65	343,302.00	57.44
42-PARKS	154,600.75	524,590.00	29.47
44-LIBRARY	1,529,565.06	2,114,599.00	72.33
46-AIRPORT	1,794,856.66	1,938,367.00	92.60
47-COMMUNITY DEV	241,370.85	717,354.00	33.65
48-PLANNING	33,722.03	157,716.00	21.38
50-DEBT SERVICE	347,802.46	444,531.00	78.24
TOTAL	6,081,654.89	11,170,008.00	54.45

INTERNAL SERVICE FUNDS

	REMAINING BUDGET	ANNUAL BUDGET	% OF REMAINING BUDGET
51-AGENCY	112,252.45	423,400.00	26.51
99-MEDICAL BENEFIT	205,462.65	726,725.00	28.27
TOTAL	317,715.10	1,150,125.00	27.62

CITY OF OGALLALA
REMAINING EXPENSE BUDGET ANALYSIS
25% OF YEAR REMAINING

PROPRIETARY FUNDS

		REMAINING BUDGET	ANNUAL BUDGET	% OF REMAINING BUDGET
24-WATER		2,307,990.11	3,686,595.00	62.60
25-SEWER		952,539.87	1,648,659.00	57.78
	TOTAL	3,260,529.98	5,335,254.00	61.11

GOVERNMENTAL FUNDS

		REMAINING BUDGET	ANNUAL BUDGET	% OF REMAINING BUDGET
10-ADMIN		190,840.73	664,865.00	28.70
21-STREET		1,047,152.66	2,197,289.00	47.66
31-FIRE		38,147.61	115,879.00	32.92
32-POLICE		388,117.75	1,198,342.00	32.39
34-CEMETERY		18,679.51	184,400.00	10.13
36-AMBULANCE		48,163.03	293,701.00	16.40
37-OPT		70,409.16	188,195.00	37.41
38-RSVP		19,542.57	67,440.00	28.98
40-GRC		81,213.11	331,951.00	24.47
41-OUTDOOR POOL		181,546.22	329,775.00	55.05
42-PARKS		169,530.81	449,428.00	37.72
44-LIBRARY		1,534,651.45	2,076,760.00	73.90
46-AIRPORT		1,824,164.56	1,960,004.00	93.07
47-COMMUNITY DEV		163,483.13	691,625.00	23.64
48-PLANNING		51,102.48	159,710.00	32.00
50-DEBT SERVICE		125,033.71	444,835.00	28.11
	TOTAL	5,951,778.49	11,354,199.00	52.42

INTERNAL SERVICE FUNDS

		REMAINING BUDGET	ANNUAL BUDGET	% OF REMAINING BUDGET
51-AGENCY		91,886.27	423,800.00	21.68
99-MEDICAL BENEFIT		193,414.59	716,000.00	27.01
	TOTAL	285,300.86	1,139,800.00	25.03

City of Ogallala
Status Report with Encumbrance Summary
for Calendar Period.: 06-19 Fiscal Period.: 09-19

Percent of Year Remaining: 25%

Revenue Description	Current Month	Year to Date Actual	Annual Encumbrance	Annual Actual+Encum.	Annual Budget	Remain Budget	Rem%
30100 W/S SALES	163,974.51	1,332,647.02	0.00	1,332,647.02	2,016,000.00	683,352.98	34
30200 W/S TAPS & CONN	633.71	19,977.32	0.00	19,977.32	12,000.00	-7,977.32	-66
30300 W/S SALES TAX	0.00	-31.81	0.00	-31.81	0.00	31.81	999
30400 W/S MISC INCOME	3,551.80	29,502.49	0.00	29,502.49	42,000.00	12,497.51	30
31100 GEN PROP TAX	78,251.01	790,866.28	0.00	790,866.28	1,146,253.00	355,386.72	31
31110 BOND PROP TAX	105.24	8,135.00	0.00	8,135.00	0.00	-8,135.00	-999
31130 IN LIEU OF PAY	0.00	77,876.35	0.00	77,876.35	71,000.00	-6,876.35	-10
31140 MOTOR VEHICLE	10,068.06	77,866.98	0.00	77,866.98	101,000.00	23,133.02	23
31200 KENO	0.00	38,725.53	0.00	38,725.53	55,000.00	16,274.47	30
31300 CITY SALES TAX	135,968.27	1,187,672.28	0.00	1,187,672.28	1,520,000.00	332,327.72	22
31301 CITY SALES TAX	12,186.36	107,880.63	0.00	107,880.63	130,000.00	22,119.37	17
31400 FRANCHISE	87,055.91	985,762.03	0.00	985,762.03	1,171,000.00	185,237.97	16
31410 CONTRACTS/AGREE	28,749.09	374,482.11	0.00	374,482.11	459,324.00	84,841.89	18
31510 TICKET & PASSES	24,332.96	144,478.97	0.00	144,478.97	175,000.00	30,521.03	17
31520 CONCESSIONS	1,842.61	2,638.60	0.00	2,638.60	7,900.00	5,261.40	67
31600 NON TAX REVENUE	12,168.28	120,996.85	0.00	120,996.85	161,000.00	40,003.15	25
31605 LOT SALES	1,300.00	6,100.00	0.00	6,100.00	11,750.00	5,650.00	48
31606 PERPETUAL CARE	675.00	4,640.00	0.00	4,640.00	8,950.00	4,310.00	48
31610 RENTAL REVENUE	5,312.08	58,722.53	0.00	58,722.53	84,033.00	25,310.47	30
31620 TRADE LICENSES	400.00	27,280.00	0.00	27,280.00	30,400.00	3,120.00	10
31621 ANIMAL LICENSES	139.00	1,317.00	0.00	1,317.00	2,000.00	683.00	34
31630 PERMITS	100.00	1,886.00	0.00	1,886.00	3,300.00	1,414.00	43
31631 BUILDING PERMIT	672.00	14,600.50	0.00	14,600.50	20,000.00	5,399.50	27
31632 PLUMBING PERMIT	60.00	2,560.00	0.00	2,560.00	1,000.00	-1,560.00	-156
31634 GAS PERMITS	0.00	75.00	0.00	75.00	100.00	25.00	25
31635 ROW PERMITS	75.00	835.00	0.00	835.00	150.00	-685.00	-457
31636 MANUF. HOME	0.00	150.00	0.00	150.00	200.00	50.00	25
31640 FINES & FEES	1,902.99	17,973.40	0.00	17,973.40	23,200.00	5,226.60	23
31700 LOCAL GRANTS	0.00	359,785.17	0.00	359,785.17	774,000.00	414,214.83	54
31800 INTEREST INCOME	1,246.89	12,119.27	0.00	12,119.27	13,500.00	1,380.73	10
32300 HIGHWAY ALLOCAT	57,367.22	496,418.41	0.00	496,418.41	686,789.00	190,370.59	28
32400 VEHICLE PRORATE	0.00	1,936.10	0.00	1,936.10	2,500.00	563.90	23
32401 MOTOR VEH FEE	0.00	38,214.80	0.00	38,214.80	50,000.00	11,785.20	24
32600 MUN EQUALIZAT	44,489.34	60,387.82	0.00	60,387.82	60,039.00	-348.82	-1
32700 OTHER ST FUNDS	2,547.00	36,737.81	0.00	36,737.81	241,186.00	204,448.19	85
33100 FED GRANT & REV	97,573.03	296,650.31	0.00	296,650.31	2,246,356.00	1,949,705.69	87
34100 MISCELLANEOUS	5,434.92	35,229.92	0.00	35,229.92	36,300.00	1,070.08	3
34200 INS REFUND	0.00	24,872.98	0.00	24,872.98	0.00	-24,872.98	-999
34210 EMP SHARE MED	4,651.20	42,786.40	0.00	42,786.40	40,300.00	-2,486.40	-6
34215 CITY SHARE MED	50,922.78	453,249.56	0.00	453,249.56	685,925.00	232,675.44	34
34300 BOND PROCEEDS	0.00	0.00	0.00	0.00	1,570,000.00	1,570,000.00	100
34400 LOAN PROCEEDS	0.00	9,117.50	0.00	9,117.50	3,283,000.00	3,273,882.50	100
34550 PERSONAL PROP	0.00	21,826.50	0.00	21,826.50	0.00	-21,826.50	-999
35100 TRANSFERS IN	0.00	0.00	0.00	0.00	350,000.00	350,000.00	100
Total Revenue --------->	833,756.26	7,324,948.61	0.00	7,324,948.61	17,292,455.00	9,967,506.39	58

Expenses Description	Current Month	Year to Date Actual	Annual Encumbrance	Annual Actual+Encum.	Annual Budget	Remain Budget	Rem%
40100 CITY COUNCIL	3,150.00	9,900.00	0.00	9,900.00	12,600.00	2,700.00	21
40200 CITY MANAGER	8,673.12	82,394.64	0.00	82,394.64	116,150.00	33,755.36	29
40210 CITY CLERK	5,948.80	56,513.60	0.00	56,513.60	77,350.00	20,836.40	27
40220 SUPERVISOR	54,269.14	519,090.15	0.00	519,090.15	714,690.00	195,599.85	27
40222 MECHANIC	3,350.80	32,445.12	0.00	32,445.12	43,500.00	11,054.88	25
40223 FTE - HOURLY	66,935.09	640,059.16	0.00	640,059.16	949,775.00	309,715.84	33
40224 PTE - HOURLY	31,857.57	184,958.27	0.00	184,958.27	295,050.00	110,091.73	37
40225 OTHER - HOURLY	0.00	360.00	0.00	360.00	3,000.00	2,640.00	88
40226 OVERTIME	5,715.44	45,884.56	0.00	45,884.56	70,600.00	24,715.44	35
40227 SICK BENEFIT PY	0.00	16,132.06	0.00	16,132.06	18,640.00	2,507.94	13
40300 F.I.C.A.	12,780.67	112,924.51	0.00	112,924.51	163,000.00	50,075.49	31
40310 UNEMPLOYMENT	0.00	0.00	0.00	0.00	8,800.00	8,800.00	100
40320 WORKERS COMP	109.00	66,140.00	0.00	66,140.00	83,730.00	17,590.00	21
40330 RETIREMENT	9,675.11	88,725.31	0.00	88,725.31	131,120.00	42,394.69	32
40340 MED INS - CITY	67,563.82	614,223.58	0.00	614,223.58	875,820.00	261,596.42	30
40341 HEALTH SAVINGS	3,965.00	36,820.00	0.00	36,820.00	52,835.00	16,015.00	30
40345 MED INS SELF FD	41,098.30	351,965.29	0.00	351,965.29	500,000.00	148,034.71	30
40350 LIFE INS - CITY	437.36	3,996.24	0.00	3,996.24	6,080.00	2,083.76	34
40360 OTHER BENEFITS	720.85	15,123.41	0.00	15,123.41	17,420.00	2,296.59	13
40370 DISABILITY PAY	842.32	8,844.36	0.00	8,844.36	10,951.00	2,106.64	19
40380 RECOGN &RECRUIT	7,725.09	28,832.54	0.00	28,832.54	42,685.00	13,852.46	32
41100 ELECTRICITY	15,708.38	160,467.91	0.00	160,467.91	254,900.00	94,432.09	37
41105 STREET LIGHTING	10,731.08	96,285.12	0.00	96,285.12	135,000.00	38,714.88	29
41110 WATER & SEWER	1,650.33	27,647.77	0.00	27,647.77	66,400.00	38,752.23	58
41120 PHONE	1,884.45	17,236.61	0.00	17,236.61	29,851.00	12,614.39	42
41130 SANITATION	1,576.43	14,406.87	0.00	14,406.87	18,610.00	4,203.13	23
41140 NATURAL GAS	6,627.48	98,787.72	0.00	98,787.72	112,100.00	13,312.28	12
41200 INSURANCE	252.00	146,034.56	0.00	146,034.56	149,525.00	3,490.44	2
41210 E & O INSURANCE	0.00	7,034.50	0.00	7,034.50	8,040.00	1,005.50	13
41220 VOLUNTEERS-INS	364.00	4,461.27	0.00	4,461.27	5,100.00	638.73	13
41300 ENGINEERING	1,100.00	3,270.85	0.00	3,270.85	30,000.00	26,729.15	89
41310 AUDIT	0.00	19,760.00	0.00	19,760.00	18,750.00	-1,010.00	-5
41320 FISCAL AGENT	0.00	0.00	0.00	0.00	4,000.00	4,000.00	100
41330 LEGAL	2,678.80	16,741.93	0.00	16,741.93	20,950.00	4,208.07	20
41340 JANITOR SER-SUP	3,375.98	18,500.26	0.00	18,500.26	26,450.00	7,949.74	30
41350 MISC SERVICE	2,414.85	14,336.77	0.00	14,336.77	25,650.00	11,313.23	44
41400 CONTRACTS & AGR	37,218.89	495,022.81	0.00	495,022.81	648,176.00	153,153.19	24
41410 LEASES	40,909.74	73,948.18	0.00	73,948.18	103,214.00	29,265.82	28
41420 RENTAL	750.00	6,750.00	0.00	6,750.00	10,000.00	3,250.00	33
41500 REP & MAINT	10,250.88	122,314.10	0.00	122,314.10	200,950.00	78,635.90	39

5B.

City of Ogallala
Status Report with Encumbrance Summary
for Calendar Period.: 06-19 Fiscal Period.: 09-19

Percent of Year Remaining: 25%

Expenses Description	Current Month	Year to Date Actual	Annual Encumbrance	Annual Actual+Encum.	Annual Budget	Remain Budget	Rem%
41501 REP & MAINT -ST	33,112.73	133,021.56	0.00	133,021.56	230,000.00	96,978.44	42
41502 R & M MAIN-WELL	9,004.69	71,916.51	0.00	71,916.51	163,000.00	91,083.49	56
41510 VEHICLE REPAIR	1,633.80	25,069.50	0.00	25,069.50	58,500.00	33,430.50	57
41511 GAS & OIL	6,214.40	49,759.09	0.00	49,759.09	71,450.00	21,690.91	30
41512 TIRES & TUBES	123.92	950.85	0.00	950.85	13,900.00	12,949.15	93
41513 MILEAGE	0.00	242.52	0.00	242.52	1,700.00	1,457.48	86
41520 STORM EXPENSE	0.00	13,102.31	0.00	13,102.31	47,000.00	33,897.69	72
41530 CODE ENFORCEMT	363.00	3,636.91	0.00	3,636.91	23,750.00	20,113.09	85
41540 ELECTION EXPENS	0.00	1,452.68	0.00	1,452.68	5,000.00	3,547.32	71
41600 INVENTORY	5,739.44	15,540.34	0.00	15,540.34	25,000.00	9,459.66	38
41610 OFFICE SUPPLIES	688.79	10,998.77	0.00	10,998.77	18,850.00	7,851.23	42
41615 OPERATING SUPP	15,606.23	116,205.05	0.00	116,205.05	204,833.00	88,627.95	43
41616 UNIFORMS	1,404.89	8,907.88	0.00	8,907.88	28,700.00	19,792.12	69
41620 CONCESSIONS	1,963.17	2,323.16	0.00	2,323.16	6,000.00	3,676.84	61
41630 BOOKS & PERIOD	2,973.05	45,444.84	0.00	45,444.84	43,560.00	-1,884.84	-4
41640 DUES & SUBSCRIP	4,259.74	134,777.03	0.00	134,777.03	165,080.00	30,302.97	18
41645 TRAINING & TUIT	8,771.41	26,634.05	0.00	26,634.05	57,910.00	31,275.95	54
41650 PRINTING	70.00	955.90	0.00	955.90	3,640.00	2,684.10	74
41655 PUBLISHING	485.52	7,660.27	0.00	7,660.27	11,180.00	3,519.73	31
41660 POSTAGE	-9,641.14	1,856.54	0.00	1,856.54	20,855.00	18,998.46	91
41710 SALES TAX	989.89	6,322.44	0.00	6,322.44	10,515.00	4,192.56	40
41720 CONS USE TAX	40.86	1,030.45	0.00	1,030.45	2,000.00	969.55	48
41730 BAD DEBT	0.01	2.21	0.00	2.21	0.00	-2.21	-221
41900 CASH VARIATION	-24.38	-17.98	0.00	-17.98	0.00	17.98	999
42100 CAPITAL IMPROVE	415,376.23	1,713,680.01	0.00	1,713,680.01	7,688,480.00	5,974,799.99	78
42200 CAPITAL OUTLAY	6,884.00	243,976.49	0.00	243,976.49	289,500.00	45,523.51	16
43100 D/S PRINCIPAL	27,060.00	590,765.61	0.00	590,765.61	1,142,080.00	551,314.39	48
43200 D/S INTEREST	37,417.50	190,781.82	0.00	190,781.82	200,782.00	10,000.18	5
43300 D/S CONTRACTS	75.00	27,640.32	0.00	27,640.32	27,726.00	85.68	
44100 MISCELLANEOUS	3,838.71	19,315.40	0.00	19,315.40	32,400.00	13,084.60	40
44101 KENO FUND PROJ	0.00	5,997.99	0.00	5,997.99	55,000.00	49,002.01	89
44218 CDBG GRANT	31,665.71	271,439.39	0.00	271,439.39	346,000.00	74,560.61	22
44300 HOSPITAL S.T.	35,405.61	331,913.73	0.00	331,913.73	415,000.00	83,086.27	20
44310 SCHOOL	0.00	0.00	0.00	0.00	8,400.00	8,400.00	100
45100 TRANSFERS OUT	0.00	0.00	0.00	0.00	350,000.00	350,000.00	100
Total Expenses --------->	1,103,813.55	8,331,643.67	0.00	8,331,643.67	17,829,253.00	9,497,609.33	53
Total of all ACCTS	-270,057.29	-1,006,695.06	0.00	-1,006,695.06	-536,798.00	469,897.06	-88

City of Ogallala
Revenue 3 Year Comparison

Account	Revenue Description	Month Totals			Fiscal Year to Date Totals		
		Jun-19	Jun-18	Jun-17	Jun-19	Jun-18	Jun-17
30100	W/S SALES	163,974.51	166,539.41	163,058.89	1,332,647.02	1,282,271.82	1,280,495.57
30200	W/S TAPS & CONN	633.71	299.58	536.92	19,977.32	10,662.98	13,324.45
30300	W/S SALES TAX	0.00	(12.06)	(64.70)	(31.81)	(35.64)	(94.21)
30400	W/S MISC INCOME	3,551.80	3,575.42	3,264.68	29,502.49	28,108.04	35,028.00
31100	GEN PROP TAX	78,251.01	91,423.30	90,720.43	790,866.28	747,978.61	699,016.29
31110	BOND PROP TAX	105.24	6,913.01	2,449.17	8,135.00	58,002.17	34,067.68
31130	IN LIEU OF PAY	0.00	0.00	0.00	77,876.35	70,069.49	72,204.15
31140	MOTOR VEHICLE	10,068.06	10,318.22	8,425.37	77,866.98	76,968.47	74,465.76
31200	KENO	0.00	0.00	0.00	38,725.53	46,947.29	60,561.33
31300	CITY SALES TAX	135,968.27	116,720.02	131,283.01	1,187,672.28	1,114,124.96	1,219,200.81
31301	CITY SALES TAX - MV	12,186.36	9,610.70	11,713.14	107,880.63	95,608.52	95,101.68
31400	FRANCHISE	87,055.91	26,714.82	15,163.03	985,762.03	931,056.74	842,550.25
	Franchise Fees	68,650.91	10,890.14	0.00	853,906.04	791,267.83	698,146.84
	Telephone Occupation Tax	4,366.69	4,791.00	4,839.96	49,495.64	57,778.14	61,835.90
	Hotel Occupation Tax	14,038.31	11,033.68	10,323.07	82,456.08	82,010.77	82,567.51
31410	CONTRACTS/AGREE	28,749.09	21,850.14	32,478.92	374,482.11	272,191.53	231,445.23
31510	TICKET & PASSES	24,332.96	22,971.44	19,534.25	144,478.97	143,983.03	133,482.92
31520	CONCESSIONS	1,842.61	2,808.25	3,657.20	2,638.60	3,595.00	4,398.70
31600	NON TAX REVENUE	12,168.28	9,358.47	13,538.80	120,996.85	147,211.78	116,562.06
31605	LOT SALES	1,300.00	450.00	0.00	6,100.00	9,825.00	9,208.00
31606	PERPETUAL CARE	675.00	330.00	0.00	4,640.00	7,740.00	6,425.00
31610	RENTAL REVENUE	5,312.08	5,660.56	5,010.00	58,722.53	65,635.61	52,991.10
31620	TRADE LICENSES	400.00	980.00	555.00	27,280.00	33,033.50	27,140.00
31621	ANIMAL LICENSES	139.00	0.00	246.00	1,317.00	1,326.00	1,970.00
31630	PERMITS	100.00	865.00	447.50	1,886.00	2,653.50	2,428.50
31631	BUILDING PERMIT	672.00	2,131.50	1,444.50	14,600.50	15,215.50	20,826.50
31632	PLUMBING PERMIT	60.00	130.00	355.00	2,560.00	865.00	1,330.00
31634	GAS PERMITS	0.00	15.00	15.00	75.00	75.00	75.00
31635	ROW PERMITS	75.00	45.00	0.00	835.00	195.00	90.00
31636	MANUF. HOME	0.00	0.00	0.00	150.00	200.00	300.00
31640	FINES & FEES	1,902.99	2,378.70	2,471.78	17,973.40	19,070.78	13,660.43
31700	LOCAL GRANTS	0.00	3,345.12	1,644.99	359,785.17	30,173.13	6,308.99
31800	INTEREST INCOME	1,246.89	1,319.81	658.72	12,119.27	9,677.31	5,929.91
32100	STATE AID	0.00	0.00	0.00	0.00	0.00	0.00
32300	HIGHWAY ALLOCAT	57,367.22	58,000.60	54,157.55	496,418.41	471,697.79	455,080.60
32400	VEHICLE PRORATE	0.00	0.00	0.00	1,936.10	1,953.42	1,857.99
32401	MOTOR VEH FEE	0.00	0.00	0.00	38,214.80	37,758.35	36,904.21
32600	MUN EQUALIZAT	44,489.34	49,746.53	96,300.50	60,387.82	74,432.00	145,894.27
32700	OTHER ST FUNDS	2,547.00	4,778.87	2,570.00	36,737.81	233,887.59	36,235.42
33100	FED GRANT & REV	97,573.03	6,098.80	4,308.00	296,650.31	372,253.45	316,578.09
34100	MISCELLANEOUS	5,434.92	2,931.64	939.16	35,229.92	42,378.81	20,004.77
34200	INS REFUND	0.00	0.00	138,993.01	24,872.98	138,399.67	161,827.55
34210	EMP SHARE MED	4,651.20	4,973.00	4,292.80	42,786.40	43,561.40	39,675.00
34215	CITY SHARE MED	50,922.78	48,742.56	42,236.64	453,249.56	424,828.80	328,858.92
34300	BOND PROCEEDS		0.00	0.00	0.00	0.00	2,172,517.05
34400	LOAN PROCEEDS		0.00	1,020,525.00	9,117.50	0.00	1,020,525.00
34550	PERSONAL PROP	0.00	0.00	0.00	21,826.50	0.00	0.00
	Totals	833,756.26	682,013.41	1,872,930.26	7,324,948.61	7,065,581.40	9,796,452.97

City of Ogallala
Expense 3 Year Comparison

Account	Expense Description	Month Totals			Fiscal Year to Date Totals		
		Jun-19	Jun-18	Jun-17	Jun-19	Jun-18	Jun-17
40100	CITY COUNCIL	3,150.00	3,150.00	3,150.00	9,900.00	9,450.00	9,150.00
40200	CITY MANAGER	8,673.12	8,673.12	8,461.60	82,394.64	82,394.64	41,884.92
40210	CITY CLERK	5,948.80	5,776.00	5,233.60	56,513.60	52,172.80	68,669.04
40220	SUPERVISOR	54,269.14	51,760.73	53,559.27	519,090.15	507,316.52	493,311.56
40222	MECHANIC	3,350.80	3,254.80	3,176.40	32,445.12	32,072.44	30,930.10
40223	FTE - HOURLY	66,935.09	71,874.21	67,010.83	640,059.16	656,174.51	639,939.33
40224	PTE - HOURLY	31,857.57	34,921.24	42,641.69	184,958.27	197,769.60	181,393.53
40225	OTHER - HOURLY	0.00	0.00	50.00	360.00	485.00	1,240.00
40226	OVERTIME	5,715.44	5,303.10	7,082.06	45,884.56	54,458.52	47,586.02
40227	SICK BENEFIT PY	0.00	0.00	0.00	16,132.06	21,557.79	20,263.06
40300	F.I.C.A.	12,780.67	13,203.45	13,719.56	112,924.51	115,226.41	110,201.51
40310	UNEMPLOYMENT	0.00	0.00	0.00	0.00	4,228.00	0.00
40320	WORKERS COMP	109.00	0.00	0.00	66,140.00	81,329.34	66,974.34
40330	RETIREMENT	9,675.11	9,398.37	9,249.19	88,725.31	75,799.48	85,747.78
40340	MED INS - CITY	67,563.82	63,757.50	54,906.09	614,223.58	559,833.82	448,332.30
40341	HEALTH SAVINGS	3,965.00	4,889.00	3,289.00	36,820.00	36,762.00	29,222.00
40345	MED INS SELF FD	41,098.30	8,655.41	37,019.50	351,965.29	435,926.74	159,215.08
40350	LIFE INS - CITY	437.36	459.36	431.20	3,996.24	4,156.24	3,951.20
40360	OTHER BENEFITS	720.85	913.36	884.90	15,123.41	12,964.46	13,481.66
40370	DISABILITY PAY	842.32	842.32	842.32	8,844.36	8,002.04	8,002.04
40380	RECOGN &RECRUIT	7,725.09	10,022.45	2,425.00	28,832.54	16,893.80	30,433.20
41010	PROPERTY TAX	0.00	0.00	0.00	0.00	0.00	0.00
41100	ELECTRICITY	15,708.38	17,955.14	18,351.41	160,467.91	167,958.06	170,355.72
41105	STREET LIGHTING	10,731.08	10,830.48	10,692.85	96,285.12	96,762.86	101,380.27
41110	WATER & SEWER	1,650.33	2,083.42	5,393.80	27,647.77	26,018.12	37,685.25
41120	PHONE	1,884.45	1,986.78	2,457.88	17,236.61	19,166.53	21,118.27
41130	SANITATION	1,576.43	1,486.52	1,413.55	14,406.87	13,664.10	13,109.07
41140	NATURAL GAS	6,627.48	5,829.58	7,026.47	98,787.72	95,635.65	79,150.59
41200	INSURANCE	252.00	940.00	0.00	146,034.56	141,300.99	140,457.86
41210	E & O INSURANCE	0.00	0.00	0.00	7,034.50	7,036.50	6,966.50
41220	VOLUNTEERS-INS	364.00	341.00	286.00	4,461.27	4,351.33	3,866.11
41300	ENGINEERING	1,100.00	0.00	0.00	3,270.85	18,000.00	4,359.50
41310	AUDIT	0.00	0.00	0.00	19,760.00	17,700.00	21,400.00
41320	FISCAL AGENT	0.00	0.00	0.00	0.00	0.00	0.00
41330	LEGAL	2,678.80	2,531.50	1,693.90	16,741.93	17,824.60	15,161.70
41340	JANITOR SER-SUP	3,375.98	1,953.29	1,857.32	18,500.26	20,640.98	17,529.86
41350	MISC SERVICE	2,414.85	1,647.29	1,960.30	14,336.77	9,357.31	9,065.46
41400	CONTRACTS & AGR	37,218.89	67,459.75	54,557.23	495,022.81	438,231.78	420,146.57
41410	LEASES	40,909.74	375.00	375.00	73,948.18	65,116.17	26,137.75
41420	RENTAL	750.00	750.00	750.00	6,750.00	7,371.80	6,750.00
41500	REP & MAINT	10,250.88	8,656.20	44,411.93	122,314.10	111,425.99	216,180.72
41501	REP & MAINT -ST	33,112.73	37,557.55	5,464.33	133,021.56	94,939.10	18,451.13
41502	R & M MAIN-WELL	9,004.69	2,717.51	17,777.81	71,916.51	56,794.03	106,702.81
41510	VEHICLE REPAIR	1,633.80	2,483.54	4,585.66	25,069.50	28,632.22	33,841.67
41511	GAS & OIL	6,214.40	9,471.45	5,416.38	49,759.09	52,967.64	39,859.87
41512	TIRES & TUBES	123.92	130.55	169.26	950.85	6,589.26	5,081.50
41513	MILEAGE	0.00	0.00	0.00	242.52	0.00	0.00
41520	STORM EXPENSE	0.00	0.00	0.00	13,102.31	19,609.20	0.00
41530	CODE ENFORCEMT	363.00	20.00	81.99	3,636.91	468.71	816.64
41540	ELECTION EXPENS	0.00	3,139.72	0.00	1,452.68	3,139.72	545.43
41600	INVENTORY	5,739.44	0.00	3,341.48	15,540.34	6,182.67	21,212.11
41610	OFFICE SUPPLIES	688.79	751.42	795.24	10,998.77	13,156.44	11,410.05
41615	OPERATING SUPP	15,606.23	15,195.83	13,325.41	116,205.05	121,246.26	103,641.05
41616	UNIFORMS	1,404.89	5,865.82	1,621.98	8,907.88	13,448.29	14,157.97
41620	CONCESSIONS	1,963.17	1,442.69	1,594.18	2,323.16	2,438.37	2,557.21
41630	BOOKS & PERIOD	2,973.05	2,815.80	3,246.63	45,444.84	31,937.32	35,661.77

City of Ogallala
Expense 3 Year Comparison

Account	Expense Description	Month Totals			Fiscal Year to Date Totals		
		Jun-19	Jun-18	Jun-17	Jun-19	Jun-18	Jun-17
41640	DUES & SUBSCRIP	4,259.74	512.74	357.90	134,777.03	61,757.59	53,510.34
41645	TRAINING & TUIT	8,771.41	3,456.51	4,924.53	26,634.05	25,429.06	22,980.23
41650	PRINTING	70.00	912.52	715.79	955.90	1,993.24	1,731.30
41655	PUBLISHING	485.52	416.39	641.03	7,660.27	7,147.13	6,404.98
41660	POSTAGE	(9,641.14)	(8,963.17)	849.73	1,856.54	3,001.23	14,741.56
41710	SALES TAX	989.89	905.61	962.81	6,322.44	6,510.06	6,109.00
41720	CONS USE TAX	40.86	256.09	61.15	1,030.45	1,434.81	1,582.19
41730	BAD DEBT	0.01	0.00	0.00	2.21	3.28	(0.74)
41900	CASH VARIATION	(24.38)	0.60	(18.95)	(17.98)	5.94	2.88
42100	CAPITAL IMPROVE	415,376.23	4,800.00	321,710.06	1,713,680.01	644,565.60	1,504,384.69
42200	CAPITAL OUTLAY	6,884.00	68,994.00	0.00	243,976.49	154,878.85	170,782.85
43100	D/S PRINCIPAL	27,060.00	158,020.31	72,033.49	590,765.61	605,998.31	1,250,697.63
43200	D/S INTEREST	37,417.50	71,424.79	50,187.59	190,781.82	195,868.14	179,383.10
43300	D/S CONTRACTS	75.00	14,724.26	30.00	27,640.32	29,945.08	24,314.08
44100	MISCELLANEOUS	3,838.71	1,498.00	5,740.00	19,315.40	18,265.69	14,778.33
44211	HOUSING REHAB	0.00	0.00	0.00	5,997.99	0.00	0.00
44218	CDBG GRANT	31,665.71	0.00	0.00	271,439.39	0.00	0.00
44219	DOWNTOWN REVIT.	0.00	0.00	0.00	0.00	0.00	0.00
44300	HOSPITAL S.T.	35,405.61	34,762.61	37,691.77	331,913.73	329,062.33	412,767.49
44310	SCHOOL	0.00	0.00	0.00	0.00	8,103.00	0.00
	Totals	1,103,813.55	854,993.51	1,017,667.10	8,331,643.67	6,788,055.49	7,858,858.99

5B

FRANCHISE FEE - OCCUPATION TAX
FISCAL YEAR 2018 - 2019

COMPANY NAME	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	TOTAL
Allo (5% of Gross Revenues)	8,007.65				8,004.09		7,901.94						23,913.68
Charter Communications (5% of Gross Revenues)			9,288.50			10,566.67			10,222.77				30,077.94
NPPD (12% of Retail Revenue)		246,638.13			265,124.02	74,786.20	74,868.68	59,912.76	58,428.14				779,757.93
Black Hills Energy ($0.01 per therm)					20,156.49								20,156.49
Total - Franchise Fees	8,007.65	246,638.13	9,288.50	0.00	293,284.60	85,352.87	82,770.62	59,912.76	68,650.91	0.00	0.00	0.00	853,906.04
Allo Communications	4,010.80				3,987.28		3,938.75						11,936.83
Alltel	2,487.40	2,492.08	2,515.15	2,469.19	2,494.01	2,469.55	2,387.31	2,415.44	2,357.87				22,088.00
AT&T	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
BullsEye Telecom, inc.				230.48									230.48
Cellco Partnership	7.04	7.82	8.91	9.33	22.98	20.32	22.84	20.18	21.04				140.46
CenturyLink Communications	0.01	0.00	0.00	0.00	0.00		0.00		0.00				0.01
CenturyLink (Qwest Corporation)	290.35	325.12	330.48	330.84	329.02	326.05	325.49		635.75				2,893.10
CloudCall, Inc.	0.00	0.00	0.01	0.01	0.00	0.00	0.00	0.00	0.00				0.02
Combined Public Communications, LLC								0.86	0.00				0.86
Compliance Solutions, Inc. (Encartele, Inc.)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				0.00
Compliance Solutions, Inc. (Fuze, Inc.)				21.88									21.88
Compliance Solutions, Inc. (Google North America Inc.)				12.34									12.34
Compliance Solutions, Inc. (GreatCall)				272.34									272.34
Compliance Solutions, Inc. (Nextiva, Inc.)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				0.00
Dish Network	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65				5.85
First Communications	0.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00				0.00
Global Strategic Accountants (Ready Wireless)	1.41	1.41	1.41	1.41	1.41	1.47	1.47	1.47	1.47				12.93
Global Strategic Accountants (Spectrotel, Inc.)	2.32	2.33	2.33	2.33	2.33	2.33	2.33	2.32	2.32				20.94
Granite Telecommunications	38.27	39.79	37.55	37.55			110.61						263.77
Interface Security Systems, Inc.	2.43	2.43	2.43	2.46	2.46	2.46	2.46	2.46	2.47				22.06
Ionex Communications North, Inc							31.47		10.67				42.14
ITC Global Networks, LLC	0.00	0.01	0.00		0.00	0.00	0.00	0.00	0.00				0.01
Level 3 Communications LLC				0.54									0.54
MCI Communications Services, Inc.	4.12	4.12	4.03	4.06	3.89	4.50	4.22	4.02	4.05				37.01
New Cingular	39.52	33.96	45.82	39.53	41.03	36.46	34.66	37.80	33.86				342.64
NT & T	102.17	103.40	105.35	104.14	107.58	101.48	103.21	93.68	96.79				917.80
Omaha Cellular	136.50	125.90	130.92	141.60		167.66	83.18	81.64	88.04				955.44
OnStar LLC	11.77	15.95	11.30	10.93	10.52	13.20	8.98	14.84	8.52				106.01
Ooma, Inc.				2.50			9.11						11.61
RingCentral, Inc.				0.00									0.00
Sioux City MSA Limited Partnership	0.79	0.79	0.79	1.92	1.92	1.92	1.90	1.90	1.90				13.83
Sprint Communications	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				0.00
Sprint Spectrum	3.27	2.78	3.17	2.36	0.94	3.75	6.27	2.43	8.07				33.04
Twilio inc.			0.00	0.00	0.00	0.00	0.00	0.00	0.00				0.00
USCOC OF NE/KS	156.14	168.42	165.83	162.08	156.84	149.58	173.12	145.71	155.26				1,432.98
Verizon/VAW	194.67	170.83	175.11	192.12	207.70	188.14	200.35	192.27	178.91				1,700.10
Viaero	593.51	639.22	638.60	620.49	635.62	659.81	666.13	672.46	759.05				5,884.89
Virgin Mobile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				0.00
Total - Phone Occupation Tax (5% of Gross Receipts)	8,083.14	4,137.01	4,179.84	4,673.08	8,006.18	4,149.33	8,114.51	3,690.13	4,366.69	0.00	0.00	0.00	49,399.91
TravelLodge Stagecoach Inn	1,553.36	1,002.00	748.54	540.90	498.54	501.60	782.08	997.92	1,738.00				8,362.94
Comfort Inn	0.00	0.00	0.00		0.00	0.00		0.00	0.00				0.00
Days Inn	856.00	719.60	367.38	262.56	276.42	175.08	343.10	595.84	845.96				4,441.94
Elms Motel													0.00
Lonesome Dove Lodge	2,462.72	1,626.82	1,290.29	894.95	857.18	720.92	1,121.51	1,061.58	2,136.50				12,172.47
Holiday Inn Express & Suites	5,257.32		7,593.19	2,692.31	2,824.08	2,511.31	3,552.16	3,760.80	5,018.01				33,209.18
Lazy K Motel							36.50						36.50
Oregon Trail Motel	18.56	28.46	12.60						11.50				71.12
Quality Inn (Kennedy Hospitality)	2,267.46	1,440.16	970.22	692.42	675.18	605.04	999.44	1,264.42	1,917.78				10,832.12
Pump & Pantry Motel	79.90	71.20	51.80	17.60	30.00	16.00		56.70	89.71				412.91
Rodeway Inn	359.31	215.86	186.95	89.50	98.35	107.64	131.98	196.63	341.38				1,727.60
Sandy Spurs		2.76	8.28	44.16	11.04	5.52	24.84	35.88	44.16				176.64
Super 8 Motel	1,976.11	1,409.88	1,214.54	832.95	841.15	695.37	906.20	1,241.15	1,895.31				11,012.66
Total - Hotel Occupation Tax (2% of Gross Receipts)	14,830.74	6,516.74	12,443.79	6,067.35	6,111.94	5,338.48	7,897.81	9,210.92	14,038.31	0.00	0.00	0.00	82,456.08
Grand Total Franchise Fees/Occupation Tax	30,921.53	257,291.88	25,912.13	10,740.43	307,402.72	94,840.68	98,782.94	72,813.81	87,055.91	0.00	0.00	0.00	985,762.03

5B

REVENUE PROJECTIONS

Sales Tax Projections

	FY 2018-19	FY 2017-18	FY 2016-17	FY 2015-16	3 Year Avg.	Projected Revenue	Diff. from Projected	% Diff.	Cumlative +/-	Total % +/-
October	$163,402	$148,103	$151,704	$155,366	$151,724	$143,872	$19,530	13.57%	$19,530	13.57%
November	$153,501	$154,601	$143,090	$146,696	$148,129	$140,463	$13,038	9.28%	$32,567	11.45%
December	$149,092	$126,536	$136,039	$141,221	$134,598	$127,633	$21,459	16.81%	$54,026	13.11%
January	$144,759	$120,685	$129,074	$125,003	$124,921	$118,456	$26,303	22.20%	$80,329	15.14%
February	$148,360	$165,403	$151,690	$153,680	$156,925	$148,803	-$443	-0.30%	$79,886	11.76%
March	$122,734	$119,935	$125,603	$111,552	$119,030	$112,870	$9,864	8.74%	$89,750	11.33%
April	$123,929	$109,089	$197,005	$112,117	$139,404	$132,189	-$8,261	-6.25%	$81,489	8.82%
May	$141,622	$139,050	$137,102	$129,333	$135,162	$128,167	$13,456	10.50%	$94,945	9.02%
June	$148,155	$126,331	$142,996	$133,764	$134,364	$127,410	$20,745	16.28%	$115,689	9.81%
July		$157,587	$150,355	$145,421	$151,121	$143,300	-$143,300	-100.00%	-$27,611	-2.09%
August		$168,069	$164,402	$171,400	$167,957	$159,265	-$159,265	-100.00%	-$186,876	-12.61%
September		$180,257	$178,184	$171,708	$176,716	$167,571	-$167,571	-100.00%	-$354,447	-21.48%
Total	$1,295,553	$1,715,646	$1,807,244	$1,697,261	$1,740,050	$1,650,000	-$354,447	-21.48%		

Franchise Fees Projections

	FY 2018-19	FY 2017-18	FY 2016-17	FY 2015-16	3 Year Avg.	Projected Revenue	Diff. from Projected	% Diff.	Cumlative +/-	Total % +/-
October	$30,922	$30,077	$33,067	$48,424	$37,189	$37,520	-$6,598	-17.59%	-$6,598	-17.59%
November	$257,292	$259,912	$262,769	$266,794	$263,158	$265,496	-$8,204	-3.09%	-$14,802	-4.88%
December	$25,912	$85,620	$27,033	$13,366	$42,006	$42,380	-$16,467	-38.86%	-$31,270	-9.05%
January	$10,740	$31,509	$12,217	$36,944	$26,890	$27,129	-$16,388	-60.41%	-$47,658	-12.79%
February	$307,403	$213,344	$215,796	$205,356	$211,498	$213,378	$94,025	44.07%	$46,367	7.91%
March	$94,841	$21,399	$9,041	$21,591	$17,344	$17,498	$77,343	442.01%	$123,710	20.50%
April	$98,783	$20,962	$35,606	$38,425	$31,664	$31,946	$66,837	209.22%	$190,547	29.99%
May	$72,814	$241,519	$231,860	$223,119	$232,166	$234,229	-$161,415	-68.91%	$29,132	3.35%
June	$87,056	$26,715	$15,163	$18,640	$20,173	$20,352	$66,704	327.75%	$95,836	10.77%
July		$24,810	$43,473	$42,499	$36,927	$37,255	-$37,255	-100.00%	$58,581	6.32%
August		$221,676	$198,775	$210,536	$210,329	$212,198	-$212,198	-100.00%	-$153,616	-13.48%
September		$33,253	$37,076	$23,699	$31,343	$31,622	-$31,622	-100.00%	-$185,238	-15.82%
Total	$985,762	$1,210,796	$1,121,874	$1,149,392	$1,160,687	$1,171,000	-$185,238	-15.82%		

General Property Tax Projections

	FY 2018-19	FY 2017-18	FY 2016-17	FY 2015-16	3 Year Avg.	Projected Revenue	Diff. from Projected	% Diff.	Cumlative +/-	Total % +/-
October	$36,758	$44,419	$44,431	$37,731	$42,194	$49,208	-$12,449	-25.30%	-$12,449	-25.30%
November	$11,236	$7,259	$7,384	$6,664	$7,102	$8,283	$2,953	35.66%	-$9,496	-16.52%
December	$17,578	$4,757	$4,221	$6,112	$5,030	$5,866	$11,711	199.64%	$2,215	3.50%
January	$77,988	$95,245	$77,003	$73,937	$82,062	$95,703	-$17,715	-18.51%	-$15,499	-9.74%
February	$58,800	$65,388	$40,503	$33,687	$46,526	$54,260	$4,540	8.37%	-$10,959	-5.14%
March	$40,138	$25,471	$37,499	$25,512	$29,494	$34,397	$5,741	16.69%	-$5,218	-2.11%
April	$51,348	$54,577	$79,088	$32,108	$55,258	$64,443	-$13,095	-20.32%	-$18,313	-5.87%
May	$418,769	$359,440	$318,167	$301,519	$326,375	$380,629	$38,140	10.02%	$19,827	2.86%
June	$78,251	$91,423	$90,720	$73,225	$85,123	$99,273	-$21,022	-21.18%	-$1,195	-0.15%
July		$21,857	$25,785	$19,396	$22,346	$26,061	-$26,061	-100.00%	-$27,256	-3.33%
August		$24,119	$23,229	$21,776	$23,041	$26,871	-$26,871	-100.00%	-$54,127	-6.41%
September		$265,223	$269,298	$240,436	$258,319	$301,260	-$301,260	-100.00%	-$355,387	-31.00%
Total	$790,866	$1,059,178	$1,017,328	$872,104	$982,870	$1,146,253	-$355,387	-31.00%		

REVENUE PROJECTIONS

Motor Vehicle Tax Projections

	FY 2018-19	FY 2017-18	FY 2016-17	FY 2015-16	3 Year Avg.	Projected Revenue	Diff. from Projected	% Diff.	Cumlative +/-	Total % +/-
October	$7,397	$7,791	$7,246	$6,540	$7,192	$7,181	$215	3.00%	$215	3.00%
November	$8,010	$7,811	$8,513	$9,340	$8,555	$8,542	-$532	-6.22%	-$316	-2.01%
December	$8,839	$7,760	$6,569	$6,459	$6,929	$6,919	$1,920	27.75%	$1,604	7.08%
January	$8,954	$9,407	$8,429	$8,308	$8,715	$8,702	$252	2.89%	$1,855	5.92%
February	$9,921	$10,692	$9,932	$10,619	$10,415	$10,399	-$478	-4.59%	$1,378	3.30%
March	$6,681	$6,040	$7,975	$7,001	$7,005	$6,995	-$314	-4.49%	$1,064	2.18%
April	$8,755	$8,108	$8,751	$7,745	$8,201	$8,189	$565	6.91%	$1,629	2.86%
May	$9,243	$9,041	$8,625	$8,394	$8,687	$8,674	$569	6.56%	$2,198	3.35%
June	$10,068	$10,318	$8,425	$7,942	$8,895	$8,882	$1,186	13.36%	$3,385	4.54%
July		$8,266	$8,460	$8,330	$8,352	$8,340	-$8,340	-100.00%	-$4,955	-5.98%
August		$9,195	$8,764	$9,298	$9,086	$9,072	-$9,072	-100.00%	-$14,027	-15.26%
September		$10,175	$8,340	$8,843	$9,120	$9,106	-$9,106	-100.00%	-$23,133	-22.90%
Total	$77,867	$104,605	$100,030	$98,820	$101,152	$101,000	-$23,133	-22.90%		

Keno Projections

	FY 2018-19	FY 2017-18	FY 2016-17	FY 2015-16	3 Year Avg.	Projected Revenue	Diff. from Projected	% Diff.	Cumlative +/-	Total % +/-
October	$0	$0	$0	$0	$0	$0	$0	#DIV/0!	$0	#DIV/0!
November	$13,168	$16,054	$22,752	$21,869	$20,225	$13,967	-$799	-5.72%	-$799	-5.72%
December	$0	$0	$0	$0	$0	$0	$0	#DIV/0!	-$799	-5.72%
January	$0	$0	$0	$0	$0	$0	$0	#DIV/0!	-$799	-5.72%
February	$15,376	$16,574	$21,171	$30,219	$22,655	$15,645	-$269	-1.72%	-$1,068	-3.61%
March	$0	$0	$0	$0	$0	$0	$0	#DIV/0!	-$1,068	-3.61%
April	$0	$0	$0	$0	$0	$0	$0	#DIV/0!	-$1,068	-3.61%
May	$10,181	$14,319	$16,638	$25,823	$18,927	$13,071	-$2,890	-22.11%	-$3,958	-9.27%
June	$0	$0	$0	$0	$0	$0	$0	#DIV/0!	-$3,958	-9.27%
July		$0	$0	$0	$0	$0	$0	#DIV/0!	-$3,958	-9.27%
August		$10,647	$12,673	$30,185	$17,835	$12,317	-$12,317	-100.00%	-$16,274	-29.59%
September		$0	$0	$0	$0	$0	$0	#DIV/0!	-$16,274	-29.59%
Total	$38,726	$57,594	$73,234	$108,096	$79,641	$55,000	-$16,274	-29.59%		

Water Revenue Projections

	FY 2018-19	FY 2017-18	FY 2016-17	FY 2015-16	3 Year Avg.	Projected Revenue	Diff. from Projected	% Diff.	Cumlative +/-	Total % +/-
October	$103,405	$108,488	$111,325	$102,385	$107,399	$110,904	-$7,499	-6.76%	-$7,499	-6.76%
November	$73,993	$76,090	$85,436	$85,308	$82,278	$84,963	-$10,970	-12.91%	-$18,470	-9.43%
December	$72,017	$68,832	$69,684	$62,329	$66,948	$69,133	$2,884	4.17%	-$15,586	-5.88%
January	$69,878	$70,328	$73,368	$65,112	$69,603	$71,874	-$1,996	-2.78%	-$17,581	-5.22%
February	$70,415	$68,643	$64,242	$62,834	$65,239	$67,368	$3,047	4.52%	-$14,535	-3.60%
March	$70,066	$67,530	$71,072	$59,646	$66,082	$68,239	$1,827	2.68%	-$12,708	-2.69%
April	$69,268	$70,127	$72,362	$64,997	$69,162	$71,419	-$2,150	-3.01%	-$14,859	-2.73%
May	$76,279	$72,276	$92,769	$70,339	$78,461	$81,022	-$4,743	-5.85%	-$19,602	-3.14%
June	$89,133	$97,510	$99,756	$91,126	$96,131	$99,268	-$10,135	-10.21%	-$29,737	-4.11%
July		$121,582	$153,237	$137,074	$137,298	$141,778	-$141,778	-100.00%	-$171,515	-19.81%
August		$116,507	$134,639	$136,035	$129,061	$133,272	-$133,272	-100.00%	-$304,787	-30.50%
September		$134,087	$117,376	$128,421	$126,628	$130,760	-$130,760	-100.00%	-$435,547	-38.54%
Total	$694,453	$1,071,999	$1,145,265	$1,065,607	$1,094,290	$1,130,000	-$435,547	-38.54%		

5.B.

REVENUE PROJECTIONS

Sewer Revenue Projections

	FY 2018-19	FY 2017-18	FY 2016-17	FY 2015-16	3 Year Avg.	Projected Revenue	Diff. from Projected	% Diff.	Cumlative +/-	Total % +/-
October	$71,020	$65,669	$59,645	$58,645	$61,320	$72,849	-$1,829	-2.51%	-$1,829	-2.51%
November	$71,742	$64,504	$59,784	$58,162	$60,817	$72,251	-$510	-0.71%	-$2,339	-1.61%
December	$70,258	$63,891	$58,850	$56,901	$59,881	$71,139	-$881	-1.24%	-$3,220	-1.49%
January	$70,364	$62,748	$58,091	$56,917	$59,252	$70,392	-$29	-0.04%	-$3,249	-1.13%
February	$69,594	$62,725	$58,402	$56,837	$59,321	$70,475	-$880	-1.25%	-$4,129	-1.16%
March	$68,903	$62,154	$57,933	$57,245	$59,111	$70,224	-$1,321	-1.88%	-$5,450	-1.28%
April	$70,408	$67,069	$61,728	$59,042	$62,613	$74,386	-$3,978	-5.35%	-$9,428	-1.88%
May	$71,064	$64,658	$62,746	$58,865	$62,090	$73,764	-$2,700	-3.66%	-$12,128	-2.11%
June	$74,842	$69,030	$63,303	$59,742	$64,025	$76,063	-$1,221	-1.60%	-$13,348	-2.05%
July		$69,845	$67,528	$58,752	$65,375	$77,666	-$77,666	-100.00%	-$91,015	-12.48%
August		$70,745	$70,273	$59,438	$66,819	$79,382	-$79,382	-100.00%	-$170,396	-21.07%
September		$71,951	$65,108	$58,418	$65,159	$77,410	-$77,410	-100.00%	-$247,806	-27.97%
Total	$638,194	$794,989	$743,391	$698,964	$745,781	$886,000	-$247,806	-27.97%		

5.B.

FY 18-19 CAPITAL EXPENDITURES					
# - DEPARTMENT	CAPITAL IMPROV.	CAPITAL OUTLAY	DEPT. TOTALS	Fiscal Year Expendures	Remaining Budget Amount
10 - ADMINISTRATION					
Council Chambers Updates	25,000			29,985	(4,985)
----------TOTAL	25,000	0	**25,000**	29,985	(4,985)
21 - STREET					
Bush Hog 6' Mower		6,000			6,000
Mosquito Fogger		15,000			15,000
Material Screener		13,000		14,000	(1,000)
Harley Rake				8,940	(8,940)
Asphalt Overlay Project (see attached)	770,000			470,568	299,432
----------TOTAL	770,000	34,000	**804,000**	493,509	310,491
24 - WATER					
Water Main Replacement W C & Hwy 30	16,000				16,000
Water Main Replacement W G to W H on Hwy 30	112,000				112,000
Water Main Replacement E G to E E on Hwy 30	135,000				135,000
Water Main Along River	150,000				150,000
Water Main Replacement E B to Jans	125,000				125,000
New south Well #2	1,200,000			351,570	848,430
Fire Hydrant & Valve Replacement (10)	110,000			117,549	(7,549)
North Tower Interior Coating	125,000			110,100	14,900
Generator for North System	140,000				140,000
Truck Fill Station	50,000				50,000
Water Connection District 2018				7,729	(7,729)
Pickup 3/4 Ton		35,000			35,000
Small Tractor (for mowing)		33,000		29,960	3,040
Hand Held for Meter system (2)		12,000			12,000
----------TOTAL	2,163,000	80,000	**2,243,000**	616,907	1,626,093
25 - SEWER / WWTF					
Recirculation pump in Digester	28,080			55,731	(27,651)
Activated Sludge Return Pumps	34,900			10,950	23,950
Pump Station Generator	60,000			24,622	35,378
Digester Lid	770,000			332	769,668
Digester Flow Meter				10,842	(10,842)
Influent Sampler		6,000		7,249	(1,249)
----------TOTAL	892,980	6,000	**898,980**	109,725	789,255
31 - FIRE					
Commercial Washing Machine				6,384	(6,384)
----------TOTAL	0	0	**0**	6,384	(6,384)
32 - POLICE					
Police Package Vehicle		29,500		29,999	(499)
----------TOTAL	0	29,500	**29,500**	29,999	(499)
34-CEMETERY					
60 inch zero turn mower		7,500		6642	858
Directory Kiosk				33,500	(33,500)

5.B.

----------TOTAL	0	7,500	**7,500**	40,142	(32,642)
36-AMBULANCE					
Ambulance to replace 99B		125,000		133,001	(8,001)
----------TOTAL	0	125,000	**125,000**	133,001	(8,001)
37-OGALLALA PUBLIC TRANS.					
					0
----------TOTAL	0	0	**0**	0	0
40-GOODALL RECREATION CENTER					
Painting-Locker Room/Pool Walls	20,000				20,000
Paint Expansion Floor	20,000				20,000
----------TOTAL	40,000	0	**40,000**	0	40,000
41-POOL					
Pool Painting	20,000			6477.2	13,523
Sand Filter System	150,000			95,677	54,323
----------TOTAL	170,000	0	**170,000**	102,154	67,846
42-PARKS					
Picnic Shelters Williams Park (3)	55,000			30,450	24,550
----------TOTAL	55,000	0	**55,000**	30,450	24,550
44-LIBRARY					
New Facility	1,752,500			304,196	1,448,304
----------TOTAL	1,752,500	0	**1,752,500**	304,196	1,448,304
46-AIRPORT					
Debris Blower		7,500		7,801	(301)
Parallel Taxiway	1,750,000				1,750,000
----------TOTAL	1,750,000	7,500	**1,757,500**	7,801	1,749,699
47-COMMUNITY DEVELOPMENT					
Parking Lot Hwy 30 West A to alley	70,000			53,403	16,597
----------TOTAL	70,000	0	**70,000**	53,403	16,597
----------TOTAL ALL DEPARTMENTS	**7,688,480**	**289,500**	**7,977,980**	**1,957,657**	**6,020,324**

5.B.

RESOLUTION NO. 1908
CITY OF OGALLALA, NEBRASKA

A RESOLUTION AUTHORIZING THE CITY CLERK TO APPROVE SPECIAL DESIGNATED LIQUOR LICENSES.

WHEREAS, the Nebraska Liquor Control Commission may issue a special designated license for sale or consumption of alcoholic liquor at a designated location; and

WHEREAS, the Ogallala City Council desires to restructure the application and approval process for Special Designated Liquor Licenses; and

WHEREAS, No special designated license shall be issued by the Nebraska Liquor Control Commission without the approval of the local governing body; and

WHEREAS, the local governing body may establish criteria for approving or denying a special designated license; and

WHEREAS, the local governing body may designate an agent to determine whether a special designated license is to be approved or denied. Such agent shall follow criteria established by the local governing body in making his or her determination. The determination of the agent shall be considered the determination of the local governing body unless otherwise provided by the local governing body.

BE IT THEREFORE RESOLVED, by the Council President and City Council of the City of Ogallala, Nebraska, that:

The Ogallala City Clerk may approve Special Designated Liquor Licenses.

PASSED AND APPROVED THIS 9th DAY OF JULY, 2019.

_____
Deb Schilz, Council President

ATTEST:

_____
Jane M. Skinner, City Clerk

6.A.

RESOLUTION NO. 1909
CITY OF OGALLALA, NEBRASKA

A RESOLUTION AMENDING CITY OF OGALLALA, NEBRASKA CEMETERY RULES AND REGULATIONS.

WHEREAS, the Ogallala Municipal Code provides that the City Council shall adopt rules and regulations for the care, management, maintenance, and beautification of the Cemetery; and

WHEREAS, the City of Ogallala, Nebraska Cemetery Rules and Regulations were Established January 27, 2004 by Resolution 1118; and

WHEREAS, the City of Ogallala Cemetery is the final resting place for our loved ones, and the Rules and Regulations are intended to insure an aesthetically pleasing environment for all;

BE IT THEREFORE RESOLVED, by the Council President and City Council of the City of Ogallala, Nebraska, that:

The City of Ogallala, Nebraska Cemetery Rules and Regulations, as attached hereto as "Exhibit A" are hereby approved.

PASSED AND APPROVED THIS 9th DAY OF JULY, 2019.

_____
Deb Schilz, Council President

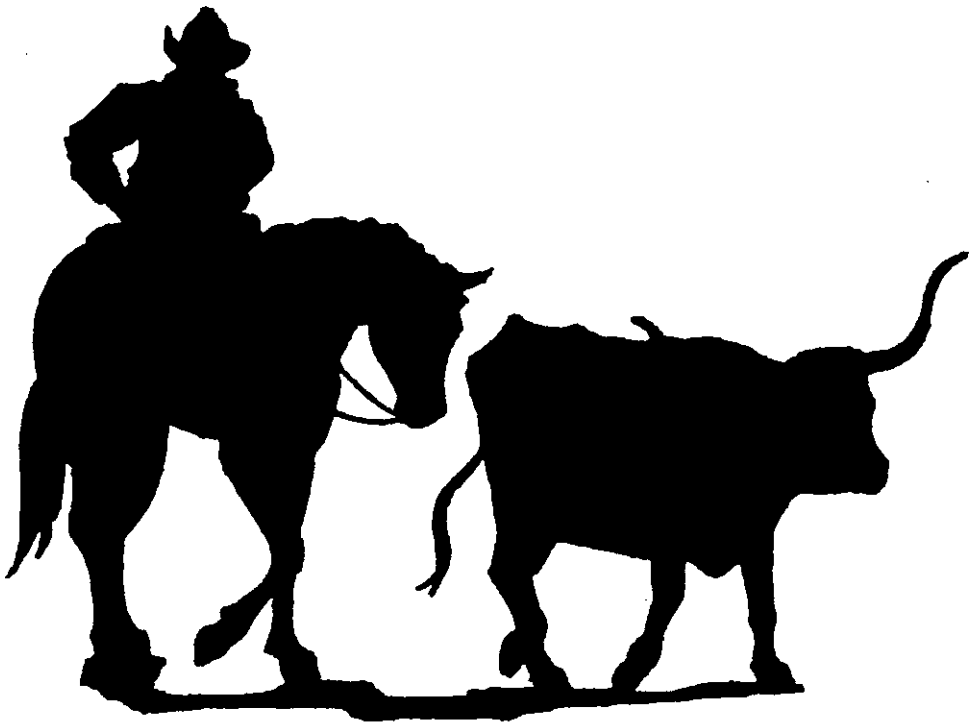
ATTEST:

_____
Jane M. Skinner, City Clerk

6.B

CITY OF
OGALLALA, NEBRASKA

CEMETERY RULES AND REGULATIONS



Proposed Revision July 9, 2019

ADOPTED BY MOTION: May 27, 2003
REVISED: October 28, 2003
ADOPTED BY RESOLUTION: January 27, 2004

Exhibit A

6.B

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RULES & REGULATIONS FOR THE CITY OF OGALLALA CEMETERY

1.00 INTRODUCTION

The City of Ogallala Cemetery is the final resting place for our loved ones. To insure their continued care and an aesthetically pleasing environment certain regulations must be adhered to in order to insure the quality, mutual safety and protection of lot owners and the City of Ogallala. We do not wish to displease anyone. Quite the contrary, we want to make your Cemetery pleasing to everyone and we feel sure that these rules will provide a much more beautiful and conforming place in which to come and pay your respects.

These Rules and Regulations are adopted as the RULES AND REGULATIONS FOR THE OPERATION OF THE CITY OF OGALLALA CEMETERY-and are for the mutual protection of right of interment owners and the City of Ogallala, and are intended to provide the Cemetery with a uniform and permanent beauty.

All right of interment owners, visitors, Cemetery employees, persons working directly or indirectly for right of interment owners and all right of interment spaces sold shall be subject to these Rules and Regulations, and subject further to such other rules and regulations, amendments or alterations as shall be adopted by the City of Ogallala from time to time.

Requests or complaints should be directed to the Cemetery Manager, in writing, at the Cemetery office, which is located at the western edge of the Cemetery at 2501 West 5th Street. In the absence of the Cemetery Manager, request or complaints shall be directed to the City Manager, in writing, at the City Administration building, 411 East 2nd Street, Ogallala, NE 69153. All requests and complaints will be investigated in a prompt manner.

2.00 DEFINITIONS

Baby – A child that has not yet attained its second birthday anniversary.

Burial Receptacle – A container designed to enclose a casket for burial purposes.

Casket – A container designed to enclose a body for burial.

Cemetery – A burial park for earth burial, owned by the City of Ogallala, Nebraska, including:

a) All land dedicated, reserved or used for interment purposes;
b) All vegetation therein;
c) All graves, crypts, or other interment spaces therein;
d) All works of art therein;
e) All roads, walkways and other structures of every kind therein; and,
f) All equipment and facilities incident to the operation of cemetery.

Cemetery Manager – The employee of the City of Ogallala, under the direction of the City Manager responsible for the care and maintenance of the cemetery.

Cemetery Office – 2501 West 5th Street, Ogallala, NE 69153

City – The City of Ogallala, 411 East 2nd, Ogallala, NE 69153

City Council – The Governing Body of the City of Ogallala, Nebraska

City Manager – The chief executive officer of the city who shall be responsible for the proper administration of all affairs of the City, including the operation of the Cemetery.

Common Lot Owners – Person or persons who purchased the Lot, Plot or Burial spaces, or if deceased, their heirs.

Disinterment – The removal of the interred remains of a deceased person, casket, if any, and the burial receptacle from the ground.

Foundation – The base or foundation upon which a monument, memorial or headstone is installed.

Grave – A space of land in a Cemetery used or intended to be used for the burial of human remains.

Infant – Same as baby.

Immediate Family – Father, Mother and natural children of same.

Interment – The (a) burial, or (b) the inurnment of cremated human remains.

Inurnment – The placement of cremated human remains in a container and placement of such container in a grave.

Lot, Plot or Burial Space – The terms "Lot", "Plot" or "Burial Space" shall be used interchangeably and shall apply with like effect to one, or more than one adjoining graves.

Mausoleum – An above ground structure for interment of human remains.

Memorial – A monument, grave marker or headstone identifying a grave or graves.

Monument – Same as memorial.

Owner – The person or persons:
a) The person or persons the Cemetery has conveyed a right of interment; or,

b) The person or persons that holds such right by inheritance.

Standard Interment – The earthen burial of a body in a casket contained in a burial receptacle.

Urn – A container for cremated remains.

3.00 GENERAL PROVISIONS

3.01 OWNERSHIP AND MANAGEMENT

Ogallala Cemetery is owned and managed by the City of Ogallala. The City Council has the right of general control of the Cemetery in all matters, whether or not they are specifically covered by these Rules and Regulations. The operation of the Cemetery shall be under the direction of the City Manager and shall be handled by the Cemetery Manager. The Cemetery Manager is hereby expressly empowered to enforce these Rules and Regulations.

The Cemetery Manager shall have complete charge of the Cemetery, grounds and buildings, and, at all times, shall have supervision of all persons within the Cemetery, including but not limited to traffic, employees, right of interment owners and visitors. The complete charge granted to the Cemetery Manager does not extend to funeral processions under the direction of a licensed funeral director.

3.02 BUSINESS OFFICE

All fees, payments or charges for any right of interment or service shall be paid to the City at the Office of the City Clerk, 411 East 2nd Street, Ogallala, NE 69153. All applications for purchase, transfer, assignment of right of interment, interment and disinterment orders, foundation and monument permits, or special permits of any kind shall be made at the City Office.

3.03 WORK TO BE DONE BY CITY

Except as otherwise provided herein, all grading, landscape work and improvements of any kind, all care of lots, planting, trimming, cutting or removal of all trees, shrubs and herbage of any kind, and all opening or closing of graves shall be made by the City.

3.04 CITY NOT RESPONSIBLE FOR DAMAGE

The City shall take reasonable precautions to protect right of interment owners and lots from loss or damage. While the Cemetery will exercise reasonable care to protect raised lettering, carving, or ornaments on any memorial, or other structure, on any lot, the City disclaims any responsibility for loss or damage from causes beyond its reasonable control, including but not limited to damages caused by the elements, an act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, maintenance accidents, invasions, insurrections, riots, or order of any military or civil authority, whether the damage is direct or collateral.

3.05 LIABILITY FOR DAMAGE

Any person damaging, or causing to be damaged, any Cemetery property owned by the City or property within the Cemetery owned by an individual, will be held liable to repair said damaged

property or to replace the property damaged to its former state, without delay, and in a manner satisfactory to the Cemetery Manager.

3.06 CITY SHALL NOT DISCRIMINATE

All decisions made by the City and its employees in connection with the operation of the Cemetery shall be made without regard to race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical disability or age.

3.07 RIGHT TO REPLAT, RE-GRADE AND USE PROPERTY

The right to enlarge, reduce, replat and/or change the boundaries or grading of the Cemetery or of a section or sections, from time to time, including the right to modify and/or change the locations of or remove or re-grade roads, drives and/or walks, or any part thereof, is hereby expressly reserved to the City. The right to lay, maintain and operate or alter or change pipelines and/or gutters for sprinkling systems, drainage, lakes, etc., is also expressly reserved to the City; as well as the right to use Cemetery property, not sold to right of interment owners, for Cemetery purposes, including the interring and preparing for interment of human bodies, or for anything necessary, incidental or convenient thereto. The City reserves for itself and to those lawfully entitled thereto, a perpetual right to ingress and egress over lots for the purpose of passage to and from other lots.

3.08 NO RIGHT GRANTED IN ROADWAYS

No easement or right of interment is granted to any right of interment owner in any road, drive or walk within the Cemetery, but such roads, drives or walks may be used as a means of access to or within the Cemetery during normal operating hours. The City shall have the right, at any time, to close any road, drive or walk within the Cemetery.

4.00 CONDUCT WITHIN THE CEMETERY

4.01 IMPROPRIETIES

All persons in the Cemetery shall conduct themselves with a level of decorum appropriate to the solemnity of the purposes and uses of the Cemetery and with respect for other persons and for property within the Cemetery.

4.02 CASKET NOT TO BE DISTURBED

Once a casket or other burial receptacle containing a body is in the confines of the Cemetery no funeral director or his embalmer, assistant, employee, agent, cemetery official or employee, or any other person shall be permitted to open a casket or touch the body without the consent of the legal representatives of the deceased or a court order.

4.03 PROHIBITED ACTIVITIES

No person shall be permitted to gather wild, cultivated, or artificial flowers, or break trees, shrubs or plants. No person shall be permitted to gather or collect decorations, flowers or plants from graves unless that person placed them there.

No person shall be permitted to have alcoholic beverages within the Cemetery grounds at any time.

No person shall be permitted to sit or lounge on any of the grounds, graves or monuments within the Cemetery, or in any of the Cemetery buildings except in connection with a visit to a particular burial space or lot.

Throwing rubbish on any part of the grounds or buildings, except into designated receptacles is prohibited.

Peddling or soliciting the sale of flowers or plants or any other goods, commodities or service is prohibited in the Cemetery.

No signs, notices or advertisements, other than those created by the City related to Cemetery business, shall be permitted within the Cemetery grounds.

No firearms shall be permitted within the Cemetery, except firearms used in connection with a military funeral or similar occasion, or by police officers.

No dogs, or any other animal shall be allowed in the Cemetery or in any of the Cemetery buildings unless they are properly supervised, and properly leashed. The owner or keeper of any animal, which trespasses upon the Cemetery grounds, shall be liable for any damage done by the animal. Horses or other animals may be used in conjunction with funerals with the permission of the Cemetery Manager.

4.04 HOURS

Visitors are welcome and the Cemetery grounds will be open at the times posted at the Cemetery office and entrance. The Cemetery is closed to public access after dark.

May 1st thru Oct. 31st	7 A.M. to Sunset.
Nov. 1st thru April 30th	8 A.M. to Sunset.

4.05 TRAVERSING CEMETERY PROPERTY

Persons within the Cemetery shall use only the main entrances, roads, drives or walks as thoroughfares and no person shall walk on the grass unless it is necessary to do so to reach a particular lot, except that a work person may use such space as is necessary to perform maintenance or other services in connection with a lot.

4.06 VEHICLES

All traffic rules applicable in the City of Ogallala shall be applicable to operations of vehicles in the Ogallala Cemetery. Automobiles shall not be driven in the Cemetery at a speed greater than fifteen (15) miles per hour. Automobiles are not allowed to park or come to a complete stop in front of an open grave unless such automobiles are in attendance at a funeral.

Heavy hauling trucks or commercial vehicles of any kind are not permitted within the Cemetery grounds, unless they have a business purpose for being in the Cemetery.

5.00 PURCHASE OF THE RIGHT OF INTERMENT

5.01 APPLICATIONS FOR PURCHASE
Applications for the purchase of the right of interment must be made at the City office where plats showing the size, location and description of all lots and the schedule of prices will be kept on file.

5.02 PAYMENT OF FEES AND CHARGES
The amount of all fees and charges shall be established by resolution by the Ogallala City Council. All charges for any service rendered by Cemetery employees for interment must be paid for at or prior to the time such services are rendered, unless prior arrangements have been made for billing to be sent to a licensed funeral director. The full payment of the fee relating to the sale of a lot for right of interment must be made prior to interment. All payments must be made at the Office of the City Clerk.

5.03 RIGHT OF INTERMENT
All certificates shall grant to the person(s) to whom the same is issued the right of interment for interment of human remains only, subject to these Rules and Regulations. Such certificate shall vest in the proprietor, his or her heirs and assigns, a right in fee simple of such lot for the sole purpose of interment.

5.04 CHANGE OF ADDRESS
It shall be the duty of the right of interment owner to notify the City of any change in the owner's mailing address. Notice sent to such owner at the last address on file in the Cemetery office shall be considered sufficient and proper legal notification.

5.05 ABANDONED BURIAL SPACES
Reversion: The right of interment in any unoccupied burial space shall, upon abandonment, revert to the City.

Presumption: Failure to inter in any burial space after seventy-five (75) years from the date of purchase shall create a presumption that the same has been abandoned; provided, however, this presumption shall not apply when a letter of intent is filed by the owner or the owners heirs or assigns stating that the owner intends to keep specified burial spaces vacant.

Notice Required: Abandonment shall not be deemed complete unless the owner or his or her heirs or assigns shall be notified of the abandonment in writing, mailed to the owner's last known address, by the Cemetery Manager. In the event that the address of the owner or his or her heirs cannot be ascertained, then notice of such abandonment shall be given by publishing the same in local newspaper once a week for four (4) weeks.

Failure to Reply: If the owner of his or her heirs or assigns fails to inform the Cemetery Office of an intention to retain the burial spaces(s) within sixty (60) days after the date the Notice of Abandonment was mailed or after final publication of such notice, then abandonment shall become final and the City may thereafter sell, transfer, and convey the right of interment therein.

5.06 TRANSFERS AND ASSIGNMENTS
No transfer or assignment of the right of interment in any lot or burial space shall be valid

without the prior written consent of the City, which written consent shall thereafter be recorded in the books of the City. In the event the owner, or owners, of any unoccupied lots or burial lots desire to dispose of the same, the Cemetery shall have the option to repurchase the same from the owner or owners thereof, at the original purchase price.

The City shall have the right to refuse to consent to a transfer or an assignment as long as there is any indebtedness due the City by the owner of record.

TRANSFER BY DESCENT
If no interment has been made in a lot or burial space which has been transferred to an individual owner or owners by the City, or if all the bodies have been lawfully removed therefrom, in the absence of a specific disposition thereof in the owner's last will and testament, the lot shall, upon the death of the owner, descent in regular line of succession as described in the state statutes to the heirs of the owner.

5.08 SPECULATION FORBIDDEN
Burial lots shall not be held and used for speculation and no lot owner shall permit for compensation other interment in or upon any lot held by him or her.

5.09 ERRORS MAY BE CORRECTED
The City reserves the right to correct any errors made by it in the description of the location of the lot or burial space to which the right of interment is conveyed, either by canceling the sale and substituting in lieu thereof other burial space(s) or lots(s) of equal value and in a similar location, or in sole discretion of the City, by refunding the amount of money paid for said right of interment.

6.00 INTERMENTS

6.01 SUBJECT TO LAWS AND ORDERS
In addition to these Rules and Regulations, all interments shall be subject to the orders and laws of the City of Ogallala, Keith County and the State of Nebraska.

6.02 TIME AND SCHEDULING
All interments must be scheduled through the Cemetery Manager's office. Interments or funeral services on Sundays or on any of the City's recognized holidays may be subject to an additional fee, as prescribed by the Ogallala City Council.

6.03 AUTHORIZATION OF LOT OWNER
No person may be interred in any burial space without the written consent of all living common lot owners.

6.04 LOCATION OF BURIAL SPACE
The right of interment owner or other authorized representative of the right of interment owner must select the burial space. This must be done in sufficient time to allow the opening and closing of the grave. When instructions regarding the location of a burial space on a lot cannot be obtained or are indefinite, or when, for any reason, the burial space cannot be opened where

specified, the Cemetery Manager may, in his/her discretion, open it in such location on the lot as he/she deems best and proper; and the City shall not be liable for damages resulting from any such change. If, for any reason, instructions concerning the location of the burial space to be opened are changed by the funeral director, burial space or lot owner or their representatives after the digging has begun, been complete, or the burial has been made, the person requesting the change shall be responsible for the payment of applicable additional fees to the City. Such fees shall be paid before any work pursuant to the revised instructions.

In the event that an error is made in the description of the location of the burial space to which the right of interment is purchased and remains are subsequently interred in such space, the City reserves the right to remove and transfer such remains to such other property of equal value and in a similar location as may be available, at the expense of the City, subject to the provisions of Article 7 below.

The City shall not be held responsible for any mistake occurring as a result of failure to provide precise and proper instructions as to the particular space, size or location where an interment is desired.

6.05 BURIAL RECEPTACLE REQUIREMENTS

Every earth interment must be made in a burial receptacle made of a material suitable for such use. Burial receptacles shall be designed to obtain their strength from their shape and construction, taking into consideration the material used. They shall be designed specifically for use as containers to be placed in a burial space. Receptacles shall be of adequate size to completely enclose the casket. Structural soundness and strength shall be obtained through the receptacle itself without any dependence upon the casket.

6.06 INTERMENT OF CREMATED REMAINS

The person(s) requesting interment of cremated remains may chose any container, other than one made of glass, for the cremated remains. The container shall not be larger than two cubic feet. The City shall not be liable for the protection of the cremated remains or the container. In the event that the cremated remains must be relocated for any reason, the City shall not be responsible for any damage to the cremated remains or the container.

The right of interment of one (1) cremated remains on a space already utilized for a standard burial is allowed after the common lot owner(s) have given permission for said interment. If cremated remains are commingled in one urn and interment is completed at one (1) time it will be considered as one (1) cremated remains and only one (1) opening and closing fee will be charged.

6.07 DELAYS IN INTERMENTS CAUSED BY PROTESTS

The City shall in no way be held liable for any delay in the interment of a body, where a protest to the interment has been made, or where these Rules and Regulations have not been complied with.

6.08 INTERMENTS PER STANDARD SIZE BURIAL SPACE

One adult; or

One infant; or
~~One~~ Two cremation; or
One adult ~~or infant and one~~ and two cremations; as long as the Adult Full occurs first; or
One adult and one infant buried in the same casket, such as mother and infant or father and infant, at the same time, are considered one standard burial; or
~~Two standard adult interments may be allowed with notification given at the time of the first interment so as to provide proper depth of first burial; or,~~
~~Four~~ Two cremations may be allowed with notification given at the time of the first interment.

All single standard burials must ~~be at least six feet in depth, with~~ have a minimum of Eighteen inches of dirt on top. ~~if not covered by a monument or stone.~~

~~Two standard burials must be at least nine feet in depth, with a minimum of eighteen inches of dirt on top, if not completely covered by a monument or stone.~~

Burials of a container of cremains shall be of a depth sufficient to provide a minimum of Eighteen inches of dirt on top. ~~if not completely covered by a monument or stone.~~

6.09 INTERMENTS PER INFANT BURIAL SPACE
a) One infant;
b) Multiple fetuses as long as they are buried at the same time in the same casket/vault and the total size of the casket/vault is no more than 31"x 15".

Burials of infants shall be of a depth sufficient to provide a minimum of fourteen inches of dirt on top, if not completely covered by a monument or stone.

6.10 INTERMENTS PER CREMATION BURIAL SPACE
a) One cremation;
b) Burials of cremations shall be of a depth sufficient to provide a minimum of Eighteen inches of dirt on top, if not completely covered by a monument or stone.
c) Cremation vault is not required , but if used it must fit the cremation space with at least 4 inches on any side.

7.00 DISINTERMENTS

7.01 SUBJECT TO LAWS AND ORDERS
In addition to these Rules and Regulations, all disinterment's shall be subject to the orders and laws of Keith County and the State of Nebraska.

7.02 PERMISSION FOR DISINTERMENTS
No disinterment of a body will be made without an order of a court of competent jurisdiction.

7.03 NOTICE OF DISINTERMENT REQUIRED
The City, except for emergencies, requires ten days notice prior to any disinterment. No disinterment will be made on any Saturday, Sunday or on the day upon which any holiday is legally observed. All disinterment's shall be done at the convenience of the Cemetery Manager.

7.04 DISINTERMENT PROHIBITED UNDER CERTAIN CIRCUMSTANCES
Disinterment of a body so that the lot or burial space may be sold for profit to the heirs of the deceased or to any other persons, or removal contrary to the expressed or implied wish of the original lot or burial space owner shall be absolutely forbidden.

7.05 SERVICES PROVIDED
The services provided in connection with disinterment include uncovering the grave and backfilling the empty burial space. The party responsible for the disinterment must provide for removing the remains of the deceased, the casket if any, and the burial receptacle. All fees assessed by the City for disinterments shall be paid to the Cemetery prior to the disinterment.

7.06 CITY NOT RESPONSIBLE
The City shall endeavor to exercise the utmost care in carrying out a disinterment but it assumes no liability for damage to any casket, burial receptacle, remains of the deceased, or any other property during the disinterment process.

8.00 DECORATION OF LOTS AND BURIAL SPACES

8.01 DECORATIONS
Placement of decorations on the ground or the four inch cement collar or objects hanging down in those areas will not be allowed from April 1 through November 1 except for Easter weekend, Memorial Day and 7 days after. Examples of items not allowed include but not limited to: ~~The placing of~~ solar lights, toys, statues, flower pots, garland, flower wraps, boxes, shells, stones, boulders, chairs, settees, fences, ~~wood or metal cases~~, urns, glass containers, or anything that could be hazardous to City personnel or visitors. ~~or temporary markers or similar materials upon lots or burial spaces shall not be permitted. Funeral Home temporary grave markers will be allowed for 6 months.~~

Regulations for steel rod decorations ex. Shepherd hooks: Single stem only, drilled into foundation at least four inches from edge. Rod must not extend into the mowing path and the hook must be over the stone, rod must be placed north or south of the monument, one rod per monument, no wrap of garland or flower wrap around the rod.

Organizations metal or plastic markers must be placed or drilled in the foundation at least four inches from edge on the north or south side of the monument.

Flags will be permitted in a permanent or in-ground reversible vase and will be removed when deemed unsightly by the cemetery manager.

Decorations may be placed on lots or burial spaces for Memorial Day for seven days; dates will be posted each year at the Cemetery entrances; and for fall/winter months from December 1st thru the second week in March. Cemetery personnel will dispose of decorations left beyond those times. Decorations may be placed in attached vases or on headstones at anytime.

The City shall not be held liable for lost, misplaced or broken flower vases or for damage caused

by the elements, thieves, and vandals or by causes reasonably beyond its control. The City reserves the right to regulate the method of decorating lots and the right to regulate decoration so that a uniform beauty may be maintained. The City may remove decorations that become unsightly.

9.00 MEMORIALS, MONUMENTS AND FOUNDATIONS.

9.01 MATERIALS, DESIGN AND FINISH

Only natural stone of a durability and quality suitable for the purpose of a permanent monument or memorial shall be used. Artificial stone of any description shall not be permitted. The use of bronze is approved for tablets when attached to monuments or markers of natural stone. No other metals are approved for such use unless they are substantially non-corrosive and are of proven permanency. Bronze tablets may be set in finished concrete when placed flush with the ground.

The City shall have authority to reject any plan or design for any monument or memorial, which, on account of size, design, inscription, kind or quality of stone is in the opinion of the Cemetery Manager unsuited, to the lot on which it is to be placed.

Funeral Home temporary grave markers will be allowed for 12 months.

9.02 LOCATION AND INSTALLATION

Only one above grade memorial shall be allowed on a lot. A single memorial may be placed on multiple adjacent lots that are owned by the same person(s). Monuments and markers may only be erected or installed by qualified monument companies or their approved representatives. All monuments and markers must have not less than a five -inch collar that is no more than one-inch above grade. Monuments or markers engraved on one side only shall face the nearest north-south street. Monument companies must give at least 24 hour notice (Monday-Friday non holiday) before setting a foundation. Prior to installation, the Cemetery Manager will survey to establish lot boundaries and identify the appropriate end of the lot for the location of the memorial.

Any monument or marker that protrudes out on the top, ie monument bench, needs to be four inches back from the edge of the foundation.

All foot markers must be flush with the established grade.

9.03 ~~BORDERS~~ PROHIBITED

No coping, curbing, fencing, hedging, grave mounds, borders, or enclosures of any kind, shall be allowed around any graves or lot; and no walks shall be allowed on any lot. No Grave covers or surface mausoleums of any kind. The cemetery reserves the right to remove the same if so erected, planted, or placed.

9.04 FOUNDATIONS

Foundations for monuments or memorials shall be no more than two feet ~~six inches~~ wide and no longer than the width of the lot or lots concerned. The foundation shall be poured concrete ~~eight~~ four inches thick or poured concrete no less than ~~four~~ two-inches thick under a pre-formed slab

no less than ~~one~~ two inches thick for a combined thickness of no less than ~~eight~~ four inches. Foundations for flush markers shall be poured concrete or pre-formed slab no less than four-inches thick with the marker extending no more than one-inch above the foundation. Foundations shall be at least five-inches larger than the base of the monument or marker and be no more than one-inch above grade. No part of a foundation or monument shall extend beyond the lot lines.

The Cemetery Manager may require additional information from contractor or memorial dealer to verify the design and depth of the foundation is sufficient to support the monument. Contractor or memorial dealer assumes full responsibility for the construction of a foundation of adequate depth and size to support the monument or marker.

9.05 RECESSED VASES

Recessed vases will be allowed at each end of a monument as a part of the monument foundation. Flower vases must be of a type, which will lock securely and be flush with the foundation when not in use. All flower vases must maintain the five-inch collar in the ends of the foundation. Adequate provision shall be made for drainage in the vases. The City will not be liable for vases cracked because of poor drainage.

9.06 SUPERVISION OF WORKMEN

Workmen employed in placing or erecting monuments and other structures, or bringing in materials, shall, with respect to the Cemetery, operate as independent contractors, but must do so with permission and under the general supervision of the Cemetery Manager.

Persons engaged in erecting monuments, or other structures, are prohibited from attaching ropes to monuments, trees and shrubs, or from scattering their material over adjoining lots, or from blocking avenues or driveways, or from leaving their material on the grounds longer than is absolutely necessary. They must do as little injury to the grass, trees and shrubs as possible, and must remove all debris and restore the ground and sod to its original condition. No monument company will be permitted to do work of any kind in the Cemetery except during regular working hours and days.

No material, machinery, or other thing for the construction of vaults, mausoleums, monuments, or such structures, or monuments themselves may be brought into the Cemetery until required for immediate use. All work shall discontinue when a funeral is taking place. Work shall proceed promptly until the erection of the memorial is completed.

9.07 PROOF OF INSURANCE

Persons or firms who engage in the business of setting, cleaning or any other type of work to monuments, memorials or foundations must procure written permission from the Cemetery Manager before any work in the Cemetery is commenced. In order to secure such permission it shall be necessary for the person or firm to give proof of coverage as required by the Nebraska Workmen's Compensation Act and must also have casualty and liability insurance coverage of not less than $300,000 per incident, not less than $100,000 per individual, and property damage coverage of not less than $50,000.

9.08 DEFECTIVE MATERIAL OR WORKMANSHIP

Should any memorial become unsightly, dilapidated, or a menace to visitors or Cemetery personnel, the Cemetery Manager shall have the right either to correct the condition or to remove the same at the expense of the lot owners.

The Cemetery Manager reserves the right to stop all work of any nature, whenever, in his opinion, proper preparations therefore have not been made; when tools and machinery are insufficient or defective; when work is being executed in such a manner as to threaten life or property; when the monument dealer has been guilty of misrepresentation; when any reasonable request on the part of the Cemetery Manager is disregarded; when work is not being executed according to specifications; or when any person employed on the work violates any rule of the Cemetery.

The Cemetery Manager may refuse permission to vendors or contractors to set monuments or do any other type of work if that vendor or contractor has defective material or workmanship in the Cemetery that has not been corrected to the satisfaction of the Cemetery Manager.

No monument or marker shall be removed from the Cemetery, except by the City, unless the written order of the plot owner is presented at the office of the Cemetery Manager and permission be granted. Monument companies or their agent(s) may remove monuments or memorials from the Cemetery upon providing proof of authority to do so at the office of the Cemetery Manager and permission be granted.

9.09 RESPONSIBILITY FOR DAMAGE

Any damage done to the Cemetery by dealers or contractors, or their agent, shall be repaired by the Cemetery, and the cost of such repair shall be charged to the dealer or contractor, or to his principal.

10.00 RESERVED AREAS

10.01 VETERANS MEMORIAL PLOT

Section F, Block 97A in its entirety; and, Section K, Block 102A in its entirety shall be reserved for Veterans.

Arrangement for any burial in the Veteran's Memorial Plot cannot be made without first obtaining verification from the County Veteran's Service Office that the deceased is eligible for Veteran's Burial Benefits by virtue of honorable service as defined by the Veteran's Administration regulations. Upon furnishing such proof to the Cemetery Manager, permission for burial in the Veteran's Memorial Plot will be granted.

The standard interment of a spouse of a Veteran may be allowed on the same lot with notification given at the time of the first interment, ~~Grave depth shall be nine feet.~~ as long as both are cremation or the first one interred is a full Adult and the second cremation.

10.02 INFANT MEMORIAL PLOT

Section BB, in its entirety shall be reserved for infant burials.

All monuments or markers in this area shall be no more than one-inch above grade. Foundations shall be constructed according to the specifications as defined in Article 9.04.

11.00 AMENDMENTS, EXCEPTIONS AND GRIEVANCE PROCEDURE

11.01 AMENDMENTS

Special cases may arise in which the literal enforcement of a rule may impose unnecessary hardship. The City therefore reserves the right without notice to make exceptions, or modifications in any of these rules and regulations which in the judgment of the Cemetery Manager the same appear advisable, and such temporary exception, suspension, or modification shall in no way be construed as affecting the general application of such rule.

The City may choose, and hereby expressly reserves the right, to adopt new rules or regulations or to amend, alter and/or repeal any rule, regulation, article, section, paragraph or sentence in these Rules and Regulations. Such new or amended rules and regulations shall be binding on the right of interment owners of all lots and burial spaces regardless of the date such right of interment owner acquired the right of interment.

These Rules and Regulations, having been adopted by resolution by the City Council, may be amended by adoption of a subsequent amending resolution.

11.02 GRIEVANCE RESOLUTION PROCEDURES

A person who feels aggrieved shall first discuss his grievance with the Cemetery Manager. If the Cemetery Manager cannot resolve the person's grievance, the person may request an opinion from the ~~Public Works Director,~~ City Manager and/or City Attorney. This request shall be in writing, and shall be submitted to the Cemetery Manager. If the opinion of the ~~Public Works Director~~, City Manager and/or City Attorney does not resolve the persons grievance the person may request that his grievance be resolved by the City Council. This request must be in writing and must be submitted to the City Clerk.

The City Council has the sole discretionary authority to interpret the policies of the City Cemetery and render decisions based on the individual merits of each particular situation, so long as they are within their rights under the constitution and laws of the State of Nebraska and the United States of America.

11.03 PENALTY PROVISIONS

If any individual involved in the funeral or Cemetery business is found to have violated these Rules and Regulations, such individual may be excluded from the Cemetery, effective upon mailing of a notice of the violation to them. Such individual shall only be readmitted by the City upon proof that the violation did not occur, has been cured or other appropriate assurances are received.

Penalty amounts. Any person who violates any of the prohibitions or provisions of any section of this chapter shall be deemed guilty of a misdemeanor. Unless otherwise specified in this chapter or by statute, the penalty for such violation shall be in any amount not to exceed $1,000,

in the discretion of the court; and; provided, whenever any section of this chapter shall declare a nuisance, a violation of that section shall be penalized by a fine of not more than $1,000, in which case a new violation shall be deemed to have been committed every 24 hours of such failure to comply.

Cemetery Rates
Proposed and Current

	Standard	Cremation / Infant (In designated sections)
Proposed Rates		
Lot price*	$450	$200
Perpetual care fee on lot	$300	$150
Grave open/close Monday-Friday**	$400	$200
Grave open/close Monday-Friday after 3:30pm**	$500	$300
Grave open/close Saturday**	$600	$300
Grave open/close Sunday or City Observed Holiday**	$850	$450
Cremation Receptacle (anything larger than 10"X10"X10")		$100
Disinterment (additional)	$500	$250
Monument Setting Fee	$30	$30
*Lot Recording Fee	$10	$10
**Includes $25.00 Fee for Survey to Locate Lot		

Lot + Perpetual Care + Open/close (M-F) + Rec Fee	$1,160	$560

	Adult	Infant	Cremation
Current Rates			
City of Ogallala Resident			
Lot Purchase Price *	$400	$165	
Perpetual Care Fee On Lots	$300	$300	
Grave Open/Close Monday – Saturday **	$360	$195	$195
Grave Open/Close Sunday & Holidays **	$690	$360	$360
Disinterment	$495	$250	$250
Monument Setting Fee	$30	$30	$30
Non-City of Ogallala Resident			
Lot Purchase Price *	$500	$165	
Perpetual Care Fee On Lots	$375	$375	
Grave Open/Close Monday – Saturday **	$450	$250	$250
Grave Open/Close Sunday & Holidays **	$850	$450	$450
Disinterment	$620	$310	$310
Monument Setting Fee	$40	$40	$40
* Plus Recording Fees			
**Includes $25.00 Fee For Survey To Locate Lot			

6.C

RESOLUTION NO. 1910
CITY OF OGALLALA, NEBRASKA

A RESOLUTION AMENDING THE CITY OF OGALLALA SPECIAL FEE SCHEDULE.

WHEREAS, Ogallala Municipal Code provides that the City Council shall establish fees for products and services provided by the City of Ogallala, Nebraska by Resolution;

BE IT THEREFORE RESOLVED, by the Council President and City Council of the City of Ogallala Nebraska that:

The City of Ogallala Special Fee Schedule should be and is hereby authorized as set forth in Exhibit "A".

PASSED AND APPROVED THIS 9th DAY OF JULY 2019.

_____
Deb Schilz, Council President

ATTEST: _____
Jane M. Skinner, City Clerk

6.C.

CITY OF OGALLALA SPECIAL FEE LIST

Proposed Rates included in Resolution 1910
Effective Date – 07-10-2019

CEMETERY

	Standard	Cremation / Infant (In designated sections)	
Lot price*	$450.00	$200.00	
Perpetual care fee on lot	$300.00	$150.00	
Grave open/close Monday-Friday**	$400.00	$200.00	
Grave open/close Monday-Friday after 3:30pm**	$500.00	$300.00	
Grave open/close Saturday**	$600.00	$300.00	
Grave open/close Sunday or City Observed Holiday**	$850.00	$450.00	
Cremation Receptacle (anything larger than 10"X10"X10")		$100.00	
Disinterment (additional)	$500.00	$250.00	
Monument Setting Fee	$30.00	$30.00	
*Lot Recording Fee	$10.00	$10.00	
**Includes $25.00 Fee for Survey to Locate Lot			
Lot + Perpetual Care + Open/close (M-F) + Recording Fee	$1,160.00	$560.00	

CITY OF OGALLALA SPECIAL FEE LIST

Proposed Rates included in Resolution 1910
Effective Date – 07-01-2019

PUBLIC TRANSPORTATION

NATIONAL MEDTRANS - United Healthcare

Ambulatory (Base Rate)	$4.00/Boarding
Ambulatory (Mileage)	$1.50/Per Mile
Wheelchair (Base Rate)	$15.00/Boarding
Wheelchair (Mileage)	$1.50/Per Mile
Attendent Fee	$5.00

LB 840 APPLICATION

Ogallala Economic Development Plan Fund
Qualifying Business Application

Please read the Economic Development Plan to make sure your project is a qualifying eligible project before submitting the application. Contact Keith County Area Development or the City of Ogallala with questions.

PART I. GENERAL INFORMATION		
1. APPLICANT IDENTIFICATION		
Applicant Name:		
Mailing address:		Phone:
Email:		
City:	State:	ZIP Code:
Local Government Contact:		Phone:
E-mail:		
2. PERSON PREPARING APPLICATION		
Name:		
Address:		
City:	State:	ZIP Code:
Phone:		E-mail:
☐Local Staff ☐Economic Development District ☐In-State Consultant ☐Out-of-State Consultant		
☐Business Applicant ☐DED Staff ☐Other If Other, please specify:		
3. TYPE OF ASSISTANCE		
☐Direct Loan ☐Loan Guarantee ☐Deferred Loan ☐Performance Based Grant		
4. APPLICATION TYPE		
☐Business ☐Other		
If Other, please explain:		
5. FUNDING SOURCES (round amounts to the nearest one hundred dollars)		
LB840 Funds Requested:		
Matching Funds:		
Other Funds:		
Total Project Funds		
6. PROGRAM SUMMARY		
Provide a brief narrative description of the project for which LB840 funds are requested.		

Business Classification: ☐Manufacturing ☐Tourism ☐Transportation ☐Service
☐Research & Development ☐Administrative ☐Warehousing/Distribution
☐Workforce Housing ☐Management Headquarters ☐Other

Other, please explain: _____

☐Start-Up Business ☐Existing Business Expansion

Is this your first business venture in Ogallala/Keith County? ☐Yes ☐ No

Comments:

6D.

Is this your first business venture in Nebraska? ☐Yes ☐ No

Comments:

Does the business have a parent or subsidiaries? ☐Yes ☐ No
If Yes, Identify name: _____

Address: _____

City: _____ State: _____ Zip: _____

PART II. PROJECT AND FUNDING INFORMATION

USES OF FUNDS	TOTAL PROJECT COST	FUNDS REQUESTED
Land Acquisition	_____	_____
Building Acquisition/Renovation	_____	_____
New Facility Construction	_____	_____
Acquisition of Machinery/Equip.	_____	_____
Acquisition of Furniture/Fixtures	_____	_____
Working Capital (includes Inventory)	_____	_____
Other (specify) _____	_____	_____
TOTAL:	_____	_____

SOURCES OF FUNDS
Note: Public financing requires the participation of a private financer and equity funds.
Participating Lender Information:

Name of Lending Institution: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Phone: _____

Loan Amount: _____ Loan Term in Years: _____ Interest Rate: _____Percent
___Variable ___Fixed

Collateral Required: _____ Equity Required: _____

Equity Information:
Amount available by business or owners for Investment: _____

Project Location:
☐Within the City Limits of Ogallala
☐Outside the City Limits, but within the Zoning Jurisdiction of Ogallala
☐Outside the City Zoning Jurisdiction but within Keith County

6.D

PART III SUPPORTING DOCUMENTATION

1. Company Financial Statement for past three (3) years
2. Company Background or Company Profile
3. Business History - Describe what your existing business has done for the area and what you want to accomplish in the next 3 to 5 years with an emphasis on local community impact. Include a brief resume on the management team, if applicable
4. Provide required information regarding eligibility as detailed in the City Ogallala Economic Development Plan

PART IV JOB CREATION INFORMATION

1. Total full time equivalent positions as of _____
2. Total new full time equivalent positions being created from the project which will be filled for one year or longer_____
3. FOR SEASONAL ONLY: Total new full time equivalent positions being created from the project which will be filled for 3 months or longer_____
4. Provide a job description for each new position. Complete all information for each job title and identify the number of positions to be created. Use the list below for job titles.

JOB TITLES FOR JOB CREATION/RETENTION

For each job retained or created, the following general titles are to be used. If additional titles are to be used for clarification, place in parentheses under these general titles.

1. Officials and Managers – Occupations requiring administrative personnel who set broad policies, exercise overall responsibility for execution of these policies, and direct individual departments or special phases of a firm's operation.
2. Professionals- Occupations requiring either college graduation or related experience in an amount as to provide comparable background.
3. Technicians – Occupations requiring a combination of basic scientific knowledge and manual skills which can be obtained through about two years of post-high school education, such as is offered in many technical institutes and junior colleges, or through equivalent on-the-job training.
4. Sales – Occupations engaging wholly or primarily in direct selling.
5. Office and Clerical – includes all clerical type work regardless of level of difficulty, where the activities are predominantly non-manual.
6. Crafts Workers (skilled) – Manual workers of relatively high skill level having thorough and comprehensive knowledge of the processes involved in their work; exercise independent judgment and usually receive extensive training.
7. Crafts Workers (semi-skilled) – Workers who operate machines or processing equipment or perform other factory type duties of intermediate skill level which can be mastered in a few weeks and require limited training.
8. Laborers – Workers in manual occupations which generally require no special training.

6D

JOB CREATION
HIRING SCHEDULE

FTE - Job Title	Hourly Wage	Projected Date of Hire	Total # Hired

6D.

PART V. COMPANY CERTIFICATIONS

a. All information in this application and any attachments are true and complete;
b. There are no legal actions underway or being contemplated that would significantly impact the capacity of this company to effectively proceed with this project;

If benefiting business is a proprietorship or partnership, sign below:

Signature: _____ Date: _____

Printed name and title:_____

If benefiting business is a Corporation, sign below:

Signature: _____ Date: _____

Printed name and title: _____

Attest: _____

Printed Name/Title_____ Date: _____

6.D

RESOLUTION NO. 1911
CITY OF OGALLALA, NEBRASKA

A RESOLUTION DECLARING THE CITY OF OGALLALA'S INTENT TO ENTER INTO NONCOMPETITIVE NEGOTIATIONS FOR THE PROCUREMENT OF A GENERATOR (GEN SET) FOR USE IN THE CITY OF OGALLALA WASTEWATER TREATMENT PLANT.

WHEREAS, the City Council of the City of Ogallala adopted Procurement Procedures to be conducted in a manner that provides maximum open and free competition, and allows for noncompetitive negotiations for proposals in which competition is determined inadequate, and,

WHEREAS, Competition is deemed inadequate in acquiring a Generator (Gen Set), and,

WHEREAS, Duryea Technologies Incorporated, of Reading Pennsylvania, provide equipment and services for 18kW Mode Power System Project (Gen-set) which the City of Ogallala is desiring to acquire, and

WHEREAS, It has been determined to be in the best interest of the City of Ogallala to declare Duryea Technologies Incorporated the sole source provider of 18kW Mode Power System Project (Gen-set) equipment and service,

BE IT THEREFORE RESOLVED, by the Council President and City Council of the City of Ogallala Nebraska that:

Duryea Technologies Incorporated, of Reading Pennsylvania be declared a Sole Source Provider of 18kW Mode Power System Project (Gen-set) equipment and service and award the 18kW Mode Power System Project (Gen-set) equipment and service to Duryea Technologies Incorporated in an amount not to exceed $100,000 and authorize the Council President to sign all related documents.

The Effective date of Resolution 1911 shall be July 10, 2019.

PASSED AND APPROVED THIS 9th DAY OF JULY 2019.

_____
Deb Schilz, Council President

ATTEST: _____
Jane M. Skinner, City Clerk

6E.

DURYEA

Invoice No# 103120

Invoice Date: 07/02/2019

Remit to:

Duryea Technologies Incorporated
1060 Old Bernville Road Ste 300
Reading PA, 19605
Ph: 610-939-0480 Fax: 484-277-7105
Contact: Jill Santos
jsantos@duryeatech.com

Sold to:

The City of Ogallala
Wastewater Treatment Plant
411 E. 2nd St.
Ogallala, NE 69153
Authorized by: Doug Flores
doug.flores@ogallala-ne.gov

18kW MODE Power System Project for the City of Ogallala

Equipment and Action Steps Description		
Gen-set: Production of built-to-order 18kW MODE Power System		
Duryea Remote Consulting and Engineering Services		
Sound Attenuated Enclosure - built-to-order		
Supporting components: Radiators with Mounting Hardware and Plumbing, fan, 20kW Inverter, etc.		
Total Project Cost		**$56,000.00**
Total Deposit	**70%**	**$ 39,200.00**
Terms		***Work commences upon receipt of deposit***
Total Paid as of 7/02/2019		**$0.00**
	Total Due	**$39,200.00**

6.E.

AGREEMENT to Accept Quote for MODE Power System Equipment (QUOTE), issued 3/11/2019 with a Warranty & Service AGREEMENT (WARRANTY)

The City of Ogallala, Wastewater Treatment Plant, located at 411 E. 2nd St., Ogallala, NE 69153, accepts the attached QUOTE (Exhibit A) and WARRANTY (Exhibit B) as submitted by Duryea Technologies, Incorporated, a Pennsylvania corporation located at 1060 Old Bernville Road, Suite 300, Reading, Pennsylvania, 19605, on this date of _____, the terms of which are to be defined and limited by this AGREEMENT and the QUOTE and WARRANTY it references.

RELATIONSHIP OF PARTIES

Duryea Technologies will be a vendor to the City of Ogallala. The City of Ogallala shall have the authority and responsibility to:

1. Execute this AGREEMENT.
2. Have final approval of all plans for system design and installation.
3. Receive and pay all invoices issued by Duryea Technologies.
4. Approve of and pay for all installation work related to this AGREEMENT that is contracted to third-parties.

SCOPE OF WORK INCLUDED IN QUOTED COSTS

All work to be performed by Duryea Technologies is included under the "Quoted Costs" section of the QUOTE. Up to two on-site visits by a Duryea project engineer are included in the purchase price. It is anticipated that a local mechanical contractor can be trained to handle MODE service or troubleshooting beyond commissioning. Any additional visits requested by the City of Ogallala are subject to a daily rate of $800, plus direct air fare reimbursement, with the following exceptions:

1. Duryea Technologies may visit the site to monitor the MODE Power System, unrequested, if its associates are in the region. However, the City of Ogallala will not be charged for unrequested visits.

Instances that may require on-site visits include:

1. New facilities personnel require training in using and maintaining the equipment.
2. Local service contractors are changed and the new provider requires training.
3. There is a problem external to the transportable MODE unit, but related to its installation, and the City of Ogallala requests Duryea Technologies consulting services for diagnostics purposes or to confer with third-party contractors to propose a solution.

In most instances, it will be more cost-effective to ship the unit back to Duryea Technologies. The daily rate price and terms shall be set for a period of five years.

Estimated Costs that are included in the QUOTE are for non-Duryea labor or materials and are not included in the Scope of Work covered by this AGREEMENT. These are strictly ballpark costs. Actual quoted costs from third-parties may be more or less.

ADDITIONAL ITEMS

The City of Ogallala may choose to source equipment or components that support the MODE Power System through Duryea Technologies. These items are not included in the QUOTE and are manufactured by third-parties. They may include, but are not limited to:

1. Panels
2. Coalescing filters
3. Condensate traps
4. Pressure switches
5. Flow Meters

The City of Ogallala may either purchase some specified third-party items through Duryea Technologies as a vendor OR purchase items recommended by Duryea Technologies. In all cases Duryea Technologies will offer input for product selection as part of its engineering services provided in the QUOTE.

All Additional Items are to be invoiced separately, as they ship, and are not part of the QUOTE.

COMMENCEMENT OF SERVICES

Duryea Technologies will add the City of Ogallala's MODE Power System to its production schedule when a deposit is received, in the amount shown on the initial invoice. System design assistance and sourcing of third-party Additional Items will also begin when a deposit is received.

LEAD TIME

The good-faith estimated lead time for project completion is 4-8 months. This lead time is an estimate and will be affected by Duryea Technologies' production schedule at the time of the deposit and other currently unknown variables that may affect Duryea Technologies and its supply chain. Weather or other site conditions may disrupt or delay installation.

ASSIGNMENT

Neither party may assign its rights or delegate its duties as outlined in the QUOTE or WARRANTY, except when mutually agreed upon by both parties

ENTIRE AGREEMENT

The AGREEMENT contains the entire understanding of the parties with respect to the transactions and matters contemplated hereby, supersedes all previous communications, understandings and AGREEMENTs (whether oral or written), and cannot be amended except by a writing signed by both parties.

NO WAIVER OF BREACH

No waiver of any breach of the AGREEMENT will be a waiver of any other breach, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving party.

SEVERABILITY

In the event that any term or provision of this AGREEMENT is unenforceable, then the remainder of this AGREEMENT will not be affected, impaired, or invalidated, and the other terms and provisions of this AGREEMENT will be valid and enforceable to the fullest extent permitted by law.

SURVIVAL

Provisions regarding warranties, limitations of liability, confidentiality, waiver, and severability will survive the expiration or termination of this AGREEMENT.

JURISDICTION

Any disputes arising from this AGREEMENT must be filed in the Berks County Pennsylvania Court of Common Pleas.

Each party has caused this AGREEMENT to Accept Quote for MODE Power System Equipment (QUOTE), issued 3/11/2019 with a Warranty & Service AGREEMENT (WARRANTY) to be executed.

By: Duryea Technologies, Incorporated
1060 Old Bernville Rd Ste 300
Reading, PA 19605

Name: Daniel J. Sodomsky

Title: President and CEO

Signature:_____

Date:_____

By: The City of Ogallala

Address: _____

_____

_____

Printed Name: _____

Title: _____

Signature:_____

DURYEA
TECHNOLOGIES

MODE POWER SYSTEM

Quote and Installation Estimate for an 18kW MODE Power System for the City of Ogallala WWTP, Ogallala NE.

Duryea Technologies will provide one 18kW MODE Power System to be fueled by biogas, inverter, controls and enclosure as well as a five-year warranty. This MODE Power System will be connected with the local utility for net metering unless otherwise specified. Pricing terms issued 3/11/2019. Valid for 30 days. A full service contract to be signed by both parties will be provided before the acceptance of a purchase order.

QUOTED COSTS:

18kW MODE Power System unit with integrated gas compression	$45,000
Inverter OR regenerative drive for utility grid interconnection	Included
Engine cooling: radiator and fan (instead of heat exchange)	$1,200
Sound-attenuated, weather-proof enclosure with a wind rating suitable for Western Nebraska.	$4,800
Five Year Warranty: Replacement parts and consumables (oil, spark plugs, filters) for five years plus one 1 fully overhauled replacement unit at 17,000-30,000 hours, or when necessary. Does not include labor rates for on-site service.	$5,000
Non-recurring engineering fee: Includes site visits for system design and installation and recruitment of local contractors, if required. Assistance with utility applications. On-site and phone consultations with electricians, plumbers, utility and facilities managers for design, installation, maintenance training and five years of remote tech support services.	Included
Total	**$56,000**
Terms	**70% Deposit, 30% Due with Product Shipment**

6.E.

Estimated Installation Costs

Duryea will work with the City of Ogallala's preferred electrical and plumbing contractors to plan the installation of the MODE Power System in the safest, most cost efficient manner possible. However, the figures below are only estimates and the scope of required materials and work may change depending on as of yet unknown factors including site layout, existing electrical service, whether or not an additional panel is required, permitting requirements, and the local costs of labor and materials.

Site Prep: Concrete Pad (enclosure must be bolted to pad or footers). Bollards recommended if gen set is in an area with vehicle traffic.	$1,500 Estimated
Electrical Materials and Labor: Panel and disconnect (if required), wiring, inverter installation, etc.	$15,000 Estimated
Plumbing Materials and Labor: Including gas line, heated condensate trap, and flame arrestor.	$10,000 Estimated
Testing: Plant should have on-site biogas analysis or lab testing before MODE is installed to determine methane, hydrogen sulfide and siloxane content. The engine is tuned and neutralizing lubricants are formulated according to the results. Continuous gas flow metering is also required.	Unknown
On site service: Routine maintenance consists of oil additions and filter changes. Any major service or gen set exchanges with overhauled replacement units should be conducted by licensed contractor. Full overhauls are done at the Duryea facility.	Local Contractor Rates
Utility interconnection application and other permitting costs	Unknown
Shipping/Freight for MODE gen set, future overhauled gen set, parts and consumables over five years.	$2,500 Estimated
Total Estimated for Installation Materials and Other Services	**$20,000-$40,000**

6.E.

Exhibit B

MODE Power System
Five-Year Warranty & Service Agreement

DURYEA TECHNOLOGIES

MODE POWER SYSTEM

1. WARRANTY INCLUSIONS

On-Site Services

a. Duryea Technologies will assemble all internal (in enclosure) MODE Power System equipment and components on site and commission the unit.

Training and Support

b. Duryea Technologies will provide system design consulting, oversee the installation, and train customer-selected third-party contractors and facility personnel in parallel. Procedures for connection, disconnection, and an overview of the major parts and components will be covered during an on-site visit.

Facility personnel will be trained in routine procedures including trouble shooting, safety checks, oil additions, filter changes and spark plug changes.

Unlimited remote support will be provided for the life of the equipment. This includes diagnostic guidance and feedback for any issues encountered during MODE Power System operation.

Parts and Consumables

c. The customer will receive a steady supply of the consumables necessary for 24/7 MODE Power System operation for five years. Consumables include oil, spark plugs, and air filters and possibly other miscellaneous parts that can be easily changed during routine maintenance procedures by facilities personnel.

Depending on the remote assessment of Duryea Technologies, parts may be exchanged on site, or the MODE unit may need to be removed and shipped to Duryea Technologies. Once at Duryea Technologies' facility, either a part(s) will be replaced, or a newly overhauled replacement unit will be shipped to the customer. This is dependent on the overall condition of the unit as determined by Duryea Technologies. See "Full Overhauls".

6E.

1. WARRANTY INCLUSIONS

(continued)

Full Overhauls

d. The customer is entitled to one fully overhauled unit, which will be provided when their initially purchased unit has significant wear on major parts, such as the engine core, and requires substantial service. The replacement unit provided to the Customer will be in pristine condition, but may be a different unit, with a different serial number, than was originally sold to the customer, or, it may be the same unit, fully overhauled. This will depend on availability or the condition of the returned unit.

After the first unit is overhauled at no additional cost, the Customer will be charged a flat $3,000 per overhaul for the life of the warranty*.

*The length of time between full overhauls will be influenced by the condition of the biogas as well as adherence to routine maintenance. The Customer can lengthen the time between overhauls by using and maintaining a heated condensate trap on the digester end, as well as additional coalescing filters on the engine's fuel intake.

After overhaul, the Customer will be provided with a full report and maintenance recommendations.

2. CUSTOMER RESPONSIBILITIES

Biogas Analysis

a. An initial biogas analysis is required to determine the level of gas contaminants. The results will be used to formulate a lubricant for engine protection and to develop an hourly maintenance schedule.

Gas Metering

b. The Customer should meter their biogas flow to ensure that any MODE Power System downtime due to low gas flow can be distinguished from a mechanical problem.

Condensate Traps

c. A heated condensate trap must be included in the installation of gas lines

Safety Provisions

d. All additional safety provisions external to the MODE Power System* are the responsibility of the Customer and its contractors and specifying engineers.

6.E.

2. CUSTOMER RESPONSIBILITIES
(continued)

Rountine Maintenance

e. The MODE Power System must have its oil tank periodically replenished (not changed), air filters changed, and spark plugs changed. These routine steps do not require any gen-set disassembly; any areas of the equipment that require consumable changes are located externally and easily accessible. A third-party mechanical contractor is not necessary for routine maintenance and the protocol can be completed by facilities personnel.

Without routine maintenance, the MODE will not function properly. The frequency of routine maintenance will depend on the condition of the biogas. Heavy siloxanes will require more frequent spark plug changes.

Troubleshooting

f. The customer must assist cooperatively in the process of remote troubleshooting when necessary. This may include checking gas lines, spark plugs for deposits, oil levels, etc.

If the customer is unable to resolve the issue with remote support, diagnostics must be conducted with the assistance of an on-site third-party mechanical contractor. Duryea Technologies and the mechanical contractor will determine if the unit can be serviced on-site, or if it must be disconnected and returned to Duryea Technologies for examination.

Third-Party Labor

g. Any hourly rates for third-party electrical or mechanical contractor labor required for installation, on-site major service, disconnecting the unit, or installing a replacement unit, are to be charged to the Customer.

Shipping and Handling

h. Shipping and handling charges on replacement parts, consumables, units to be serviced, or fully overhauled units are the responsibility of the Customer. For items covered by the warranty, the Customer will only be charged for shipping and handling.

The Customer may ship under their own account number with their preferred freight services provider. In such instances, they will be charged a nominal amount for handling.

3. WARRANTY EXCLUSIONS

Rountine Maintenance

a. Any equipment supplied by Duryea Technologies that it does not manufacture is excluded from this warranty. Third-party equipment must be serviced by the original equipment manufacturer and may be covered by a separate, third-party warranty. Excluded items:

i. Inverters
ii. Variable Frequency Drives
iii. Gen-set Enclosures

b. Duryea Technologies is not responsible for any materials, parts or components external to the MODE Power System, such as fuel lines, plumbing, condensate traps, wiring, panels and the digester, that are part of existing plant infrastructure or supplied by the plant or third-parties as part of the installation process.

Liability for Third-Party Workmanship

c. All installation work not performed by Duryea Technologies is to be completed by licensed contractors or properly qualified plant personnel. Duryea Technologies bears no liability for the workmanship of, or materials supplied by, third parties or the customer.

Items External to the MODE Power System

d. Duryea Technologies is not responsible for any materials, parts or components external to the MODE Power System, such as fuel lines, plumbing, condensate traps, wiring, panels and the digester, that are part of existing plant infrastructure or supplied by the Customer or third-parties as part of the installation process.

Unauthorized Service

e. If unauthorized repairs are attempted, the engine is opened, or inverters/motor drives, or any other parts are obtained or exchanged from third-party sources without the prior knowledge and authorization of Duryea Technologies, the warranty is void.

6.E.

4. ADDITIONAL TERMS AND CONDITIONS

Provision of Site-Specific Requirements	a. The Customer's designated engineer will provide Duryea with any site-specific technical, environmental, or safety requirements before the MODE unit is delivered and installed.
Engineering Review	b. Any system design that supports the MODE Power System, but is external to it, including plumbing, electrical, and their connections to the grid and digester, are to be reviewed and approved by the Customer's designated engineer.
Warnings	c. *WARNING: Extra Precautions must be taken by the Customer to prevent the following: i. Air entrainment in the digester ii. Freezing of fuel lines iii. Placement of the gen set in a hazardous location iv. Improper connection of the gen set to the utility grid and other existing site infrastructure This list does not include all safety precautions for which the Customer is responsible; other site-specific requirements may apply.
Accessibility	d. The installation site will remain accessible to Duryea Technologies for maintenance, monitoring, and data collection. Adequate notice will be given for non-emergency site visits.
Modifications	e. Duryea Technologies will be allowed to modify the MODE Power System unit, including exchanging parts for those of newer design, for the purpose of product improvement. Any newly refurbished units provided in the future may not be identical to the unit sold under this warranty.
Use of Warranty Items	f. The Customer agrees that it will only request the consumables or parts that it requests to maintain operation of the MODE Power System, and that any items received under the warranty are for its own use.
Data Collection	g. The Customer agrees that it will log routine maintenance and other details of the MODE Power System operation. It also agrees that is will retain all used spark plugs, filters and parts. Duryea Technologies will analyze these items to develop predictive maintenance schedules.

6E

CHANGE ORDER NO. 1 **Initiation Date: 06/29/19**

PROJECT :
Ogallala Water Improvements 2015-1
Contract For: Project Contract No. 1 – Well and Well House

TO:(Contractor)

Downey Drilling, Inc.
PO Box 278
Lexington, NE 68850

You are directed to make the following changes in this Contract (at bid unit prices) due to the requirements imposed by Nebraska Public Power District seven months after the bid letting and 9 months after requested by the Engineer.

1. Change the work completion date to September 30, 2019 from July 1, 2019 on Agreement Page 1 of the Contract.
2. Add the portion of work demanded by NPPD from the Contractor quote attached.

Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original Contract Sum was.....	$ 488,518.50
Net change by previously authorized Change Orders.....	$ 0
The Contract Sum prior to this Change Order was.....	$ 488,518.50
The Contract Sum will be increased by this Change Order.	25,484.58
The new Contract Sum including this Change Order will be...	$ 514,003.08
The Contract Time was increased by (92) Days.	
The Date of Substantial Completion was July 1, 2019.	

Authorized:

T.C. Engineering Inc.	**Downey Drilling, Inc.**	**City of Ogallala**
Engineer	Contractor	Owner
1 South Sycamore St.	PO Box 278	411 East 2nd St.
N. Platte, NE 69101	Lexington, NE 68850	Ogallala, NE 69153
By: 7-5-19	By: 7-5-19	By:

6.F.

DOWNEY DRILLING, INC.

PROPOSAL AND ACCEPTANCE

Lexington, NE 68850 (308)-324-2303
Kearney, NE 68847 (308)-237-9283
Garden City, KS 67846 (620)-277-7971

TO: City of Ogallala Address: South Well House (New well)

LEGAL: NW/NW 21 - 13N - 38W Keith County

(CHANGE ORDER)

1,800	Provide and Install Primary 4" HDPE conduit per NPPD specs Includes: Trenching, wheel compacting, 4" HDPE, 4" fiberglass sweeps	$13.42	$24,156

TOTAL		$ 24,156.00
NE SALES TAX ON	INCLUDED	$1,328.58
TOTAL		$ 25,484.58

Grand Total $ 25,484.58

Full payment due 30 days after invoice.

Material prices subject to change until contract signed and accepted.

By: Adam Messenger

Dated this 28th day of June 2019

The undersigned, buyer, hereby accepts the proposa

Dated this day of

6.F.