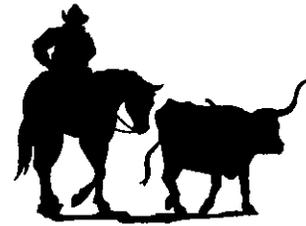


City of Ogallala

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



DECEMBER 23, 2014

AGENDA ATTACHMENTS

- 2.A. Council Representative / Liaison Appointments
- 3.A. Minutes of the Special Meeting held December 18, 2014.
- 3.B. Claims.
- 3.C. O.V.F.D. – Resignation of Nicholas Fix.
- 3.D. Appointment to Board – Board of Health (3).
- 3.E. Appointment to Board - Housing Authority (1).
- 3.F. Appointment to Board – RSVP Advisory Board (3).
- 3.G. Appointment to Board – Tree Board (3).
- 3.H. Appointment to Board – Planning Commission (3).
- 3.I. Appointment to Board – Youth Committee (1).
- 5.A. Thomas Hudiburgh – Recognition of 10 Years of Service.
- 6.A. Minutes of the Regular Meeting held December 9, 2014.
- 7.A. Planning & Zoning – Recommendation from the Planning Commission regarding amendments to Ogallala zoning code, Chapter 44. (Ord. 1332).
- 7.B. Planning & Zoning – Update to the Comprehensive Plan-Energy Element.
- 7.C. Police – Specifications and advertising for 2015 Police Pickup.
- 7.D. Street – Maintenance Number 43 - 2015.
- 7.F. Street – Ogallala Paving Improvements 2013 – (2nd Street Project) – Change Order #1.
- 7.H. Street – NE Highway 61, Pony Express Land & Oregon trail Drive - (Walmart Offsite Improvements Project) – Liquidated Damages.
- 7.I. Street – NE Highway 61, Pony Express Land & Oregon trail Drive - (Walmart Offsite Improvements Project) – Letter Agreement Amendment #2 (Olsson Associates).



MEMORANDUM

DATE: December 19, 2014
TO: Ogallala City Council
FROM: Jane Skinner, City Clerk-Treasurer
RE: City Council

Board/Committee Assignments

Board or Committee	Currently Serving	Meeting Date/Time
Board of Health	Pete Peterson	3 rd Monday at 7 PM
Chamber of Commerce	Kevin Block	3 rd Thursday at 6:30 AM
Keep Keith County Beautiful	Buck Bassett	2 nd Tuesday at 12 PM
Keith County Area Development	Karl Elmshaeuser	4 th Thursday at 3 PM
Kenfield Petrified Wood Gallery	Rodger Rankin	4 th Monday at 5 PM
Library Board	Kevin Block	3 rd Wednesday at 12 PM
Ogallala Community Hospital Advisory Board	Karl Elmshaeuser	4 th Monday at 5:30 PM
West Central Nebraska Development District	Pete Peterson Rodger Rankin (Alt.)	Annual Meeting – 3 rd Wednesday of June at 6 PM (North Platte)

2.A.

MINUTE BOOK
CITY OF OGALLALA, NEBRASKA

SPECIAL MEETING OF THE CITY COUNCIL

DECEMBER 18, 2014

A Special Meeting of the City Council of the City of Ogallala, Nebraska, was held at City Hall Council Chambers in said City on the 18th day of December 2014, at 12:00 o'clock P.M. Present were: President of the Council: Harold Peterson; Council Members: Darrell G. Bassett, Kevin Block, Karl Elmshaeuser and Rodger Rankin. Absent: None. City Manager: Aaron Smith; City Clerk: Jane M. Skinner; City Attorney: Michael McQuillan.

Notice of the was given in advance thereof by publishing one time in the Keith County News and posting at the City Hall Administration Building as shown by the Certificate of Publication and Posting Notice attached to these Minutes. Notice of this meeting was simultaneously given to the President and to all members of the Council on December 17, 2014 and a copy of their Acknowledgement of Receipt of Notice and the Agenda is attached to these minutes. Availability of the agenda was communicated in the advance notice and in the Notice to the President and Council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public. The President of the Council stated this meeting is being convened in accordance with the Open Meetings Act and acknowledged a copy of the Open Meetings Act being duly posted in the southeast Corner of Council Chambers.

City Attorney Michael McQuillan took his place to temporarily chairperson the meeting.

Councilman Rankin moved to elect a Council President by secret ballot. Councilman Block seconded the motion. The following council members voted Yes: Darrell Bassett, Kevin Block, Karl Elmshaeuser, Harold Peterson and Rodger Rankin. No: None. Absent: None. Motion declared carried.

City Clerk Skinner distributed one ballot to each present council member. The ballots were collected and tallied by City Clerk Skinner and City Attorney McQuillan. City Attorney declared that the vote by ballot was not sufficient to declare a Council President.

City Clerk Skinner distributed a second ballot to each present council member. The ballots were collected and tallied by City Clerk Skinner and City Attorney McQuillan. City Attorney declared that the vote by ballot was sufficient to declare a Council President. City Attorney Mike McQuillan announced that Harold Peterson was elected Council President by secret ballot.

Council President Peterson took his place to chair the meeting.

Councilman Block moved to elect a Council Vice-President by secret ballot. Councilman Rankin seconded the motion. The following council members voted Yes: Darrell Bassett, Kevin Block, Karl Elmshaeuser, Harold Peterson and Rodger Rankin. No: None. Absent: None. Motion declared carried.

City Clerk Skinner distributed a ballot to each present council member. The ballots were collected and tallied by City Clerk Skinner and Council President Peterson. Council President Peterson declared that the vote by ballot was sufficient to declare a Council Vice-President. Council President Peterson announced that Karl Elmshaeuser was elected Council Vice-President by secret ballot.

Todd Adams, Mike Tuttle, Elise Lockhart, Randy Fair, Tim Nowak and Sheila Wallich appeared before the council in favor of the agreement for exchange of real estate with the Ogallala Public School.

Councilman Bassett moved to approve the agreement for exchange of real estate as presented and authorize the Council President to sign the agreement. Councilman Block seconded the motion. The following council members voted Yes: Darrell Bassett, Kevin

MINUTE BOOK
CITY OF OGALLALA, NEBRASKA

SUMMARY OF MINUTES OF SPECIAL MEETING OF THE OGALLALA CITY
COUNCIL

HELD AT CITY HALL COUNCIL CHAMBERS 12:00 P.M. DECEMBER 18, 2014

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

City Attorney Michael McQuillan took his place to temporarily chairperson the meeting.

Moved to elect a Council President by secret ballot. Carried.

Distributed one ballot to each present council member. The ballots were collected and tallied by City Clerk Skinner and City Attorney McQuillan. City Attorney declared that the vote by ballot was not sufficient to declare a Council President.

Distributed a second ballot to each present council member. The ballots were collected and tallied by City Clerk Skinner and City Attorney McQuillan. City Attorney declared that the vote by ballot was sufficient to declare a Council President. City Attorney Mike McQuillan announced that Harold Peterson was elected Council President by secret ballot.

Council President Peterson took his place to chair the meeting.

Moved to elect a Council Vice-President by secret ballot. Carried.

Distributed a ballot to each present council member. The ballots were collected and tallied by City Clerk Skinner and Council President Peterson. Council President Peterson declared that the vote by ballot was sufficient to declare a Council Vice-President. Council President Peterson announced that Karl Elmshaeuser was elected Council Vice-President by secret ballot.

Todd Adams, Mike Tuttle, Elise Lockhart, Randy Fair, Tim Nowak and Sheila Wallich appeared before the council in favor of the agreement for exchange of real estate with the Ogallala Public School.

Moved to approve the agreement for exchange of real estate as presented and authorize the Council President to sign the agreement. Carried.

Moved to adjourn at 12:41 P.M. Carried.

Jane M. Skinner, City Clerk

Harold L. Peterson, Council President

Publish: December 29, 2014

CITY OF OGALLALA
CLAIMS LISTING

Cash Account	Check #	CK Date	Ven #	Vendor Name	Ck Amount	Description
00 12700	57521	11/27/2014	12501	125 PLAN	192.30	DEPENDANT CARE-PRETX
00 12700	57521	11/27/2014	12501	125 PLAN	345.67	DEPENDANT CARE-PRETX
00 12700	57522	11/27/2014	EFT01	EFTPS	3,417.45	FEDERAL INCOME TAX
00 12700	57522	11/27/2014	EFT01	EFTPS	2,620.79	FEDERAL INCOME TAX
00 12700	57522	11/27/2014	EFT01	EFTPS	8,771.46	FEDERAL INCOME TAX
00 12700	57522	11/27/2014	EFT01	EFTPS	2,051.36	FEDERAL INCOME TAX
00 12700	57523	11/27/2014	HAR00	HARTFORD LIFE AND ACCIDEN	126.50	FIREFIGHTER LIFE INSURANC
00 12700	57523	11/27/2014	HAR00	HARTFORD LIFE AND ACCIDEN	126.50	FIREFIGHTER LIFE INSURANC
00 12700	57523	11/27/2014	HAR00	HARTFORD LIFE AND ACCIDEN	449.90	LIFE INSURANCE
00 12700	57523	11/27/2014	HAR00	HARTFORD LIFE AND ACCIDEN	635.65	LIFE INSURANCE
00 12700	57524	11/27/2014	HEA01	HOSPITAL & MEDICAL	16,229.25	MEDICAL INSURANCE
00 12700	57524	11/27/2014	HEA01	HOSPITAL & MEDICAL	633.98	MEDICAL INSURANCE
00 12700	57525	11/27/2014	ICM01	ICMA-RC PLAN #108596	511.50	PENSION
00 12700	57526	11/27/2014	MAN02	JOHN HANCOCK FINANCIAL SE	4,468.40	PENSION
00 12700	57526	11/27/2014	MAN02	JOHN HANCOCK FINANCIAL SE	223.18	PENSION
00 12700	57526	11/27/2014	MAN02	JOHN HANCOCK FINANCIAL SE	329.07	PENSION
00 12700	57526	11/27/2014	MAN02	JOHN HANCOCK FINANCIAL SE	128.61	PENSION
00 12700	57526	11/27/2014	MAN02	JOHN HANCOCK FINANCIAL SE	621.07	PENSION
00 12700	57527	11/27/2014	MAN04	JOHN HANCOCK FINANCIAL SE	2,396.84	PENSION
00 12700	57528	11/27/2014	NCS01	NE CHILD SUPPORT CENTER	25.00	CHILD SUPPORT
00 12700	57529	11/27/2014	PIN01	PINNACLE BANK	51,619.41	PP24 DIRECT PAY
00 12700	57530	11/27/2014	VAL07	VALLEY BANK-HEALTH SAVING	1,603.00	HSA HEALTH SAVINGS
00 12700	57531	11/30/2014	STA01	STATE OF NEB DEPT OF REV	4,200.62	STATE INCOME TAX
00 12700	57532	12/11/2014	12501	125 PLAN	192.30	DEPENDANT CARE-PRETX
00 12700	57532	12/11/2014	12501	125 PLAN	345.67	DEPENDANT CARE-PRETX
00 12700	57533	12/11/2014	AME01	AMERICAN FAMILY INSURANCE	41.86	AFLAC LIFE
00 12700	57533	12/11/2014	AME01	AMERICAN FAMILY INSURANCE	100.42	AFLAC LIFE
00 12700	57533	12/11/2014	AME01	AMERICAN FAMILY INSURANCE	187.69	AFLAC LIFE
00 12700	57533	12/11/2014	AME01	AMERICAN FAMILY INSURANCE	62.28	AFLAC LIFE
00 12700	57533	12/11/2014	AME01	AMERICAN FAMILY INSURANCE	33.28	AFLAC LIFE
00 12700	57533	12/11/2014	AME01	AMERICAN FAMILY INSURANCE	50.00	AFLAC LIFE
00 12700	57534	12/11/2014	EFT01	EFTPS	5,558.72	FEDERAL INCOME TAX
00 12700	57534	12/11/2014	EFT01	EFTPS	4,137.58	FEDERAL INCOME TAX
00 12700	57534	12/11/2014	EFT01	EFTPS	11,106.10	FEDERAL INCOME TAX
00 12700	57534	12/11/2014	EFT01	EFTPS	2,597.40	FEDERAL INCOME TAX
00 12700	57535	12/11/2014	HEA01	HOSPITAL & MEDICAL	15,512.34	MEDICAL INSURANCE
00 12700	57535	12/11/2014	HEA01	HOSPITAL & MEDICAL	655.50	MEDICAL INSURANCE
00 12700	57536	12/11/2014	ICM01	ICMA-RC PLAN #108596	511.50	PENSION
00 12700	57537	12/11/2014	MAN02	JOHN HANCOCK FINANCIAL SE	5,205.13	PENSION
00 12700	57537	12/11/2014	MAN02	JOHN HANCOCK FINANCIAL SE	223.18	PENSION
00 12700	57537	12/11/2014	MAN02	JOHN HANCOCK FINANCIAL SE	329.07	PENSION
00 12700	57537	12/11/2014	MAN02	JOHN HANCOCK FINANCIAL SE	128.61	PENSION
00 12700	57537	12/11/2014	MAN02	JOHN HANCOCK FINANCIAL SE	763.77	PENSION
00 12700	57538	12/11/2014	MAN04	JOHN HANCOCK FINANCIAL SE	2,421.90	PENSION
00 12700	57539	12/11/2014	NCS01	NE CHILD SUPPORT CENTER	25.00	CHILD SUPPORT
00 12700	57540	12/11/2014	PIN01	PINNACLE BANK	63,921.73	PP25
00 12700	57541	12/11/2014	VAL07	VALLEY BANK-HEALTH SAVING	1,603.00	HSA HEALTH SAVINGS
00 12700	56	11/27/2014	GEN01	GENERAL FUND	1,500.00	10-POSTAGE FOR MACHINE
00 12700	79	12/10/2014	NER01	NE DEPARTMENT OF REVENUE	243.07	40-NOVEMBER 2014 SALES TAX
00 12700	79	12/10/2014	NER01	NE DEPARTMENT OF REVENUE	48.26	41-NOVEMBER 2014 SALES TAX
00 12700	79	12/10/2014	NER01	NE DEPARTMENT OF REVENUE	0.70	32-NOVEMBER 2014 SALES TAX
00 12700	80	12/4/2014	AIR03	AIR BP AVIATION SERVICES	14,337.59	46-JET A FUEL
00 12700	151	12/1/2014	PIN01	PINNACLE BANK	(15.00)	Ck# 000151 Reversed
00 12700	152	12/23/2014	PIN01	PINNACLE BANK	25.00	10-DIRECT DEPOSIT FEES
00 12700	153	12/11/2014	PIN01	PINNACLE BANK	5.00	46-RESEARCH FEES
00 12700	10598	11/27/2014	REG01	REGIONAL CARE INC.	5,926.72	99-HEALTH CLAIMS #2444-2449
00 12700	10598	12/1/2014	REG01	REGIONAL CARE INC.	(5,926.72)	Ck# 010598 Reversed
00 12700	57542	12/23/2014	21S01	21ST CENTURY EQUIPMENT	527.24	21-REAR VIEW MIRROR, FENDER
00 12700	57542	12/23/2014	21S01	21ST CENTURY EQUIPMENT	(82.76)	21-FENDER RETURN, REPURCHASE
00 12700	57543	12/23/2014	ADK00	ADKINS, JUDI	40.00	10-WINDOW PAINTING
00 12700	57543	12/23/2014	ADK00	ADKINS, JUDI	20.00	32-WINDOW PAINTING
00 12700	57544	12/23/2014	ALC01	ALCO DISCOUNT STORE #166	7.89	37-SNOW TOOL
00 12700	57544	12/23/2014	ALC01	ALCO DISCOUNT STORE #166	35.83	21-FILTER, COFFEE, BATTERIES
00 12700	57545	12/23/2014	ALL06	ALLO COMMUNICATIONS	171.08	10-PHONE SVC NOV 2014
00 12700	57545	12/23/2014	ALL06	ALLO COMMUNICATIONS	33.25	48-PHONE SVC NOV 2014
00 12700	57545	12/23/2014	ALL06	ALLO COMMUNICATIONS	31.04	21-PHONE SVC NOV 2014
00 12700	57545	12/23/2014	ALL06	ALLO COMMUNICATIONS	31.56	21-PHONE SVC NOV 2014
00 12700	57545	12/23/2014	ALL06	ALLO COMMUNICATIONS	80.07	31-PHONE SVC NOV 2014
00 12700	57545	12/23/2014	ALL06	ALLO COMMUNICATIONS	159.97	32-PHONE SVC NOV 2014
00 12700	57545	12/23/2014	ALL06	ALLO COMMUNICATIONS	31.04	34-PHONE SVC NOV 2014
00 12700	57545	12/23/2014	ALL06	ALLO COMMUNICATIONS	93.11	46-PHONE SVC NOV 2014
00 12700	57545	12/23/2014	ALL06	ALLO COMMUNICATIONS	70.63	40-PHONE SVC NOV 2014
00 12700	57545	12/23/2014	ALL06	ALLO COMMUNICATIONS	31.04	42-PHONE SVC NOV 2014
00 12700	57545	12/23/2014	ALL06	ALLO COMMUNICATIONS	31.04	42-PHONE SVC NOV 2014
00 12700	57545	12/23/2014	ALL06	ALLO COMMUNICATIONS	40.62	38-PHONE SVC NOV 2014
00 12700	57545	12/23/2014	ALL06	ALLO COMMUNICATIONS	38.53	37-PHONE SVC NOV 2014
00 12700	57545	12/23/2014	ALL06	ALLO COMMUNICATIONS	27.00	10-INTERNET SVC NOV 2014
00 12700	57545	12/23/2014	ALL06	ALLO COMMUNICATIONS	5.00	48-INTERNET SVC NOV 2014

CITY OF OGALLALA
CLAIMS LISTING

Cash Account	Check #	CK Date	Ven #	Vendor Name	Ck Amount	Description
00 12700	57545	12/23/2014	ALL06	ALLO COMMUNICATIONS	25.00	21-INTERNET SVC NOV 2014
00 12700	57545	12/23/2014	ALL06	ALLO COMMUNICATIONS	5.00	31-INTERNET SVC NOV 2014
00 12700	57545	12/23/2014	ALL06	ALLO COMMUNICATIONS	5.00	36-INTERNET SVC NOV 2014
00 12700	57545	12/23/2014	ALL06	ALLO COMMUNICATIONS	25.00	34-INTERNET SVC NOV 2014
00 12700	57545	12/23/2014	ALL06	ALLO COMMUNICATIONS	40.00	46-INTERNET SVC NOV 2014
00 12700	57545	12/23/2014	ALL06	ALLO COMMUNICATIONS	37.00	40-INTERNET SVC NOV 2014
00 12700	57545	12/23/2014	ALL06	ALLO COMMUNICATIONS	25.00	42-INTERNET SVC NOV 2014
00 12700	57545	12/23/2014	ALL06	ALLO COMMUNICATIONS	5.00	38-INTERNET SVC NOV 2014
00 12700	57545	12/23/2014	ALL06	ALLO COMMUNICATIONS	5.00	37-INTERNET SVC NOV 2014
00 12700	57546	12/23/2014	AND01	ANDERSEN SIGN COMPANY	211.25	42-NO SMOKING SIGNS, POSTS
00 12700	57546	12/23/2014	AND01	ANDERSEN SIGN COMPANY	211.25	32-NO SMOKING SIGNS, POSTS
00 12700	57547	12/23/2014	AOS01	NAPA OGALLALA	38.88	32-WIPER BLADE
00 12700	57547	12/23/2014	AOS01	NAPA OGALLALA	154.25	31-OIL DRY
00 12700	57547	12/23/2014	AOS01	NAPA OGALLALA	3.08	21-FUSE
00 12700	57547	12/23/2014	AOS01	NAPA OGALLALA	19.90	21-ELECTRICAL TAPE
00 12700	57548	12/23/2014	ARN02	ARNOLD POOL CO.	57.75	40-FILTER CLEANER
00 12700	57548	12/23/2014	ARN02	ARNOLD POOL CO.	103.90	40-SPA ENZYM, DECREASER
00 12700	57549	12/23/2014	ASC02	ASCAP	332.75	10-MUSIC LICENSE FEE
00 12700	57550	12/23/2014	BAL01	BALTZELL VET. CLINIC	20.00	32-EUTHANASIA
00 12700	57551	12/23/2014	BRE01	GERARD BRENNEN	200.99	40-PERSONAL FITNESS TRAINING SESSIONS
00 12700	57552	12/23/2014	BRU02	BRUCKNER, MIKE	842.32	32-PP#25, PP#26
00 12700	57553	12/23/2014	BUE01	U-SAVE PHARMACY INC	71.98	36-TRUETEST
00 12700	57554	12/23/2014	CAN04	CANDY AEROTECH SERVICE, L	1,000.00	46-AIRPORT ATTENDANT DUES FOR DEC 2014
00 12700	57555	12/23/2014	CAS01	CASH-WA DISTRIBUTING	206.35	40-PAPER & PLASTIC PRODUCT
00 12700	57555	12/23/2014	CAS01	CASH-WA DISTRIBUTING	123.30	40-TISSUE TORK ROLL
00 12700	57556	12/23/2014	CEM00	CEMENT PRODUCTS INC.	256,693.61	21-HWY 61 PONY EXP LN & OREGON TR DR, PMT 4, PAVIN
00 12700	57557	12/23/2014	COA01	TRUE VALUE HOMECENTER	10.74	32-SHIPPING
00 12700	57557	12/23/2014	COA01	TRUE VALUE HOMECENTER	8.75	40-KEYS, SCRATCH PADS
00 12700	57557	12/23/2014	COA01	TRUE VALUE HOMECENTER	32.90	40-KEYS, SCRATCH PADS
00 12700	57557	12/23/2014	COA01	TRUE VALUE HOMECENTER	48.49	40-TREES
00 12700	57557	12/23/2014	COA01	TRUE VALUE HOMECENTER	36.00	40-TREES
00 12700	57557	12/23/2014	COA01	TRUE VALUE HOMECENTER	9.10	32-SHIPPING
00 12700	57557	12/23/2014	COA01	TRUE VALUE HOMECENTER	15.98	31-ELECTRIC TAPE
00 12700	57557	12/23/2014	COA01	TRUE VALUE HOMECENTER	9.48	31-BOLTS
00 12700	57557	12/23/2014	COA01	TRUE VALUE HOMECENTER	5.49	10-SPLITTER
00 12700	57557	12/23/2014	COA01	TRUE VALUE HOMECENTER	12.77	31-JANITORIAL SUPPLIES
00 12700	57558	12/23/2014	CON05	CONTRACTORS MATERIALS	1,341.52	21-RED ADA PANELS
00 12700	57558	12/23/2014	CON05	CONTRACTORS MATERIALS	244.00	21-CORE BIT, CENTER BIT
00 12700	57559	12/23/2014	COR04	CORRELL REFRIGERATION INC	239.38	40-REPLACED DAMPERS, REPLACED BROKEN BELT
00 12700	57560	12/23/2014	CRA05	CRANMORE PEST CONTROL LLC	45.00	31-PEST CONTROL
00 12700	57561	12/23/2014	CUL01	CULLIGAN	25.50	10-WATER/DISPENSER
00 12700	57561	12/23/2014	CUL01	CULLIGAN	17.00	21-WATER/DISPENSER
00 12700	57561	12/23/2014	CUL01	CULLIGAN	23.50	32-WATER/DISPENSER
00 12700	57561	12/23/2014	CUL01	CULLIGAN	18.00	34-WATER/DISPENSER
00 12700	57562	12/23/2014	DAN02	DANKO EMERGENCY EQUIP CO	5,023.00	31-FIRE UNIFORMS
00 12700	57562	12/23/2014	DAN02	DANKO EMERGENCY EQUIP CO	106.68	31-FREIGHT ON UNIFORMS
00 12700	57562	12/23/2014	DAN02	DANKO EMERGENCY EQUIP CO	537.75	31-LIGHT ON ENGINE 31
00 12700	57563	12/23/2014	DOL00	DOLLAR GENERAL - MSC	4.50	40-CLOCK
00 12700	57563	12/23/2014	DOL00	DOLLAR GENERAL - MSC	39.55	40-JANITORIAL SUPPLIES
00 12700	57563	12/23/2014	DOL00	DOLLAR GENERAL - MSC	20.00	40-BLEACH
00 12700	57563	12/23/2014	DOL00	DOLLAR GENERAL - MSC	36.00	40-JANITORIAL SUPPLIES
00 12700	57563	12/23/2014	DOL00	DOLLAR GENERAL - MSC	17.45	40-JANITORIAL SUPPLIES
00 12700	57564	12/23/2014	DPE00	DP ELECTRONICS, LLC	6.98	32-EXT TOOL
00 12700	57565	12/23/2014	EIC01	EICHNER SALES & SERVICE	8.66	21-PAINT STRIPPER
00 12700	57565	12/23/2014	EIC01	EICHNER SALES & SERVICE	23.44	21-STARTER ROPE
00 12700	57565	12/23/2014	EIC01	EICHNER SALES & SERVICE	19.88	42-ENGINE OIL, SHARPEN CHAIN
00 12700	57565	12/23/2014	EIC01	EICHNER SALES & SERVICE	105.24	42-ROPE ROTOR, SHARPEN CHAIN, CLUTCH SPRING
00 12700	57566	12/23/2014	EMS02	EMS BILLING SERVICES INC	2,024.03	36-CK'S REC'D PER CONTRACT
00 12700	57567	12/23/2014	FAR03	FARMERS COOP ASSOCIATION	1,191.56	21-FUEL CHARGES DEC 2014
00 12700	57567	12/23/2014	FAR03	FARMERS COOP ASSOCIATION	36.90	31-FUEL CHARGES DEC 2014
00 12700	57567	12/23/2014	FAR03	FARMERS COOP ASSOCIATION	1,273.86	32-FUEL CHARGES DEC 2014
00 12700	57567	12/23/2014	FAR03	FARMERS COOP ASSOCIATION	67.01	34-FUEL CHARGES DEC 2014
00 12700	57567	12/23/2014	FAR03	FARMERS COOP ASSOCIATION	185.23	36-FUEL CHARGES DEC 2014
00 12700	57567	12/23/2014	FAR03	FARMERS COOP ASSOCIATION	1,565.91	37-FUEL CHARGES DEC 2014
00 12700	57567	12/23/2014	FAR03	FARMERS COOP ASSOCIATION	63.38	42-FUEL CHARGES DEC 2014
00 12700	57567	12/23/2014	FAR03	FARMERS COOP ASSOCIATION	32.39	48-FUEL CHARGES DEC 2014
00 12700	57568	12/23/2014	FAR04	JOHN DEERE FINANCIALS	13.99	21-CELL CORE
00 12700	57568	12/23/2014	FAR04	JOHN DEERE FINANCIALS	7.99	40-PICTURE HANG STRIPS
00 12700	57568	12/23/2014	FAR04	JOHN DEERE FINANCIALS	15.99	21-BATTERY
00 12700	57568	12/23/2014	FAR04	JOHN DEERE FINANCIALS	65.49	34-DE-ICER, ANTIFREEZE, PUTTY KNIVES, DUCT TAPE
00 12700	57568	12/23/2014	FAR04	JOHN DEERE FINANCIALS	16.14	42-ANTIFREEZE
00 12700	57568	12/23/2014	FAR04	JOHN DEERE FINANCIALS	25.99	21-HOSE KIT
00 12700	57568	12/23/2014	FAR04	JOHN DEERE FINANCIALS	8.55	40-VELCRO
00 12700	57568	12/23/2014	FAR04	JOHN DEERE FINANCIALS	2.29	21-HITCH PIN CLIP
00 12700	57568	12/23/2014	FAR04	JOHN DEERE FINANCIALS	17.99	21-GLOVES
00 12700	57568	12/23/2014	FAR04	JOHN DEERE FINANCIALS	8.78	21-TRASH BAGS
00 12700	57568	12/23/2014	FAR04	JOHN DEERE FINANCIALS	15.99	21-GLOVES
00 12700	57568	12/23/2014	FAR04	JOHN DEERE FINANCIALS	34.22	21-BATTERIES

3.B.

CITY OF OGALLALA
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Cash Account	Check #	CK Date	Ven #	Vendor Name	Ck Amount	Description
00 12700	57568	12/23/2014	FAR04	JOHN DEERE FINANCIALS	0.99	21-TARP STRAP
00 12700	57569	12/23/2014	FAS00	FASTENAL COMPANY	38.48	21-DRAWER
00 12700	57570	12/23/2014	FBI03	FBI-LEEDA	50.00	32-LEEDA ANNUAL DUES 2015
00 12700	57571	12/23/2014	FED01	FEDEX	26.41	21-SHIPPING
00 12700	57572	12/23/2014	HIN03	HINTON'S LOCK & ALARM	397.68	40-CLAM SHELL CARDS
00 12700	57573	12/23/2014	HOM01	HOME PC SALES & SERVICE	58.00	42-COMPUTER LABOR, INK CARTRIDGES
00 12700	57574	12/23/2014	HUM01	HUMPHREYS AUTO SUPPLY	5.10	32-WIRE
00 12700	57574	12/23/2014	HUM01	HUMPHREYS AUTO SUPPLY	10.66	21-BOLTS, NUTS, BATTERY BRUSH
00 12700	57574	12/23/2014	HUM01	HUMPHREYS AUTO SUPPLY	15.15	21-OIL FILTER
00 12700	57574	12/23/2014	HUM01	HUMPHREYS AUTO SUPPLY	29.99	21-OIL STABILIZER
00 12700	57575	12/23/2014	IAP00	INT ASSOC OF PLUMBING &	150.00	48-MEMBERSHIP RENEWAL
00 12700	57576	12/23/2014	IDE01	IDEAL LINEN SUPPLY INC.	29.14	21-MATS, TOWELS
00 12700	57576	12/23/2014	IDE01	IDEAL LINEN SUPPLY INC.	24.64	10-MATS, TOWELS
00 12700	57576	12/23/2014	IDE01	IDEAL LINEN SUPPLY INC.	29.14	21-MATS, TOWELS
00 12700	57576	12/23/2014	IDE01	IDEAL LINEN SUPPLY INC.	27.05	10-MATS, TOWELS
00 12700	57576	12/23/2014	IDE01	IDEAL LINEN SUPPLY INC.	115.78	10-TISSUE
00 12700	57577	12/23/2014	IES01	IES COMMERCIAL, INC.	96,482.93	46-PROJ 3-31-0061-10, EST 1
00 12700	57578	12/23/2014	JB01	WASTE CONNECTIONS INC.	78.60	10-TRASH SVC DEC 2014
00 12700	57578	12/23/2014	JB01	WASTE CONNECTIONS INC.	78.62	32-TRASH SVC DEC 2014
00 12700	57578	12/23/2014	JB01	WASTE CONNECTIONS INC.	80.69	46-TRASH SVC DEC 2014
00 12700	57578	12/23/2014	JB01	WASTE CONNECTIONS INC.	370.79	42-TRASH SVC DEC 2014
00 12700	57578	12/23/2014	JB01	WASTE CONNECTIONS INC.	68.25	34-TRASH SVC DEC 2014
00 12700	57578	12/23/2014	JB01	WASTE CONNECTIONS INC.	123.59	21-TRASH SVC DEC 2014
00 12700	57579	12/23/2014	KCH01	K.C. HOSPITAL AUTHORITY	40,076.94	51-SALES TAX SEPT 2014
00 12700	57580	12/23/2014	KCN01	KEITH COUNTY NEWS	214.68	10-PUBLISHING
00 12700	57580	12/23/2014	KCN01	KEITH COUNTY NEWS	32.04	21-PUBLISHING
00 12700	57580	12/23/2014	KCN01	KEITH COUNTY NEWS	29.75	32-PUBLISHING
00 12700	57580	12/23/2014	KCN01	KEITH COUNTY NEWS	75.00	37-PUBLISHING
00 12700	57580	12/23/2014	KCN01	KEITH COUNTY NEWS	8.10	38-PUBLISHING
00 12700	57580	12/23/2014	KCN01	KEITH COUNTY NEWS	30.00	40-PUBLISHING
00 12700	57580	12/23/2014	KCN01	KEITH COUNTY NEWS	16.20	42-PUBLISHING
00 12700	57580	12/23/2014	KCN01	KEITH COUNTY NEWS	15.30	48-PUBLISHING
00 12700	57581	12/23/2014	KCR02	KEITH COUNTY REGISTER OF	22.00	48-FILING FEES-TERRY
00 12700	57582	12/23/2014	KCS03	KEITH CO SENIOR CENTER	33.25	38-MEALS
00 12700	57583	12/23/2014	KCT01	KEITH COUNTY TREASURER	13,274.98	32-MONTHLY EOC CHARGES DEC 2014
00 12700	57583	12/23/2014	KCT01	KEITH COUNTY TREASURER	1,249.05	36-MONTHLY EOC CHARGES DEC 2014
00 12700	57583	12/23/2014	KCT01	KEITH COUNTY TREASURER	561.17	31-MONTHLY EOC CHARGES DEC 2014
00 12700	57583	12/23/2014	KCT01	KEITH COUNTY TREASURER	3,965.16	47-TAXES-PLUNKETT ORIG ADD
00 12700	57584	12/23/2014	KEE01	KEEP KEITH CO BEAUTIFUL	5,000.00	47-FUNDING AGREEMENT 2014-15
00 12700	57585	12/23/2014	KEI01	KEITH COUNTY DIST COURT	17.00	32-ORDINANCE FEES
00 12700	57586	12/23/2014	KEN01	KENFIELD ELECTRIC INC	80.00	32-LIGHT BULBS, LABOR
00 12700	57586	12/23/2014	KEN01	KENFIELD ELECTRIC INC	12.80	10-FLOOD LAMPS
00 12700	57586	12/23/2014	KEN01	KENFIELD ELECTRIC INC	19.43	40-BALLAST
00 12700	57587	12/23/2014	KEN08	KENTS TOWING	128.00	32-TOWING FEES
00 12700	57587	12/23/2014	KEN08	KENTS TOWING	128.00	32-TOWING FEES
00 12700	57588	12/23/2014	KIL01	XILDARE LUMBER	35.98	21-PAINT STRIPPER
00 12700	57588	12/23/2014	KIL01	XILDARE LUMBER	29.41	21-SCREWS, BITS, HARDBOARD
00 12700	57589	12/23/2014	KNE01	SOURCEGAS	488.08	32-GAS SVC DEC 2014
00 12700	57589	12/23/2014	KNE01	SOURCEGAS	147.62	46-GAS SVC DEC 2014
00 12700	57589	12/23/2014	KNE01	SOURCEGAS	287.32	42-GAS SVC DEC 2014
00 12700	57589	12/23/2014	KNE01	SOURCEGAS	80.06	41-GAS SVC DEC 2014
00 12700	57589	12/23/2014	KNE01	SOURCEGAS	308.65	21-GAS SVC DEC 2014
00 12700	57589	12/23/2014	KNE01	SOURCEGAS	331.08	31-GAS SVC DEC 2014
00 12700	57589	12/23/2014	KNE01	SOURCEGAS	198.92	34-GAS SVC DEC 2014
00 12700	57589	12/23/2014	KNE01	SOURCEGAS	5,018.68	40-GAS SVC DEC 2014
00 12700	57589	12/23/2014	KNE01	SOURCEGAS	301.86	46-GAS SVC DEC 2014
00 12700	57590	12/23/2014	LAK04	LAKE MAC AUTO BODY & PAI	254.54	37-REAR WINDSHIELD WIPER REPAIR
00 12700	57591	12/23/2014	LEX01	LEXIS PUBLISHING-MATTHEW	66.08	32-NE CRIME & TRAFFIC LAW BOOK
00 12700	57592	12/23/2014	LIN01	MATHESON TRI-GAS INC (LIN	43.65	36-OXYGEN
00 12700	57593	12/23/2014	MAI04	MAIL FINANCE-A NEOPOST US	375.00	10-POSTAGE METER RENTAL JAN-MAR 2015
00 12700	57594	12/23/2014	MCC15	M.C. CONTAINERS LLC	4,900.00	21-STORAGE CONTAINER
00 12700	57595	12/23/2014	MCM02	MCMILLAN PLUMBING	439.20	32-REPLACE STOOL
00 12700	57596	12/23/2014	MCQ01	MCQUILLAN LAW OFFICE PC L	645.50	10-PROFESSIONAL SVC NOV 2014
00 12700	57596	12/23/2014	MCQ01	MCQUILLAN LAW OFFICE PC L	50.00	36-PROFESSIONAL SVC NOV 2014
00 12700	57596	12/23/2014	MCQ01	MCQUILLAN LAW OFFICE PC L	33.00	47-PROFESSIONAL SVC NOV 2014
00 12700	57597	12/23/2014	MID06	MID-AMERICAN RESEARCH CHM	302.05	40-DISINFECTANT
00 12700	57598	12/23/2014	MID19	MID-PLAINS COMM COLL	15.00	36-GLUCOMETER TRAINING-YORK
00 12700	57599	12/23/2014	MID28	MIDWEST CONNECT, LLC	265.00	10-INK CARTRIDGE POSTAGE MACHINE
00 12700	57600	12/23/2014	MIG01	MIGHTY CLEAN JANITORIAL	70.00	31-JANITORIAL SVC NOV 2014
00 12700	57601	12/23/2014	MIL08	MILANO IMAGING PRODUCTS	117.23	48-PLOTTER PAPER
00 12700	57602	12/23/2014	MOB00	MOBILE MEC. MECHANIC SERV	158.00	32-TOWING FEES
00 12700	57602	12/23/2014	MOB00	MOBILE MEC. MECHANIC SERV	125.00	32-TOWING FEES
00 12700	57602	12/23/2014	MOB00	MOBILE MEC. MECHANIC SERV	125.00	32-TOWING FEES
00 12700	57603	12/23/2014	NAT22	NATIONWIDE MANAGEMENT SER	280.00	10-NEWSLETTER SUBSCRIPTION
00 12700	57604	12/23/2014	NAT26	NATION AIR INSURANCE	3,125.00	46-RENEWAL PREMIUM
00 12700	57605	12/23/2014	NEB05	NMC EXCHANGE LLC	2,750.00	34-SKID LOADER RENTAL
00 12700	57605	12/23/2014	NEB05	NMC EXCHANGE LLC	2,750.00	42-SKID LOADER RENTAL
00 12700	57605	12/23/2014	NEB05	NMC EXCHANGE LLC	5,000.00	34-EXCAVATOR RENTAL

3.B.

CITY OF OGALLALA
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Cash Account	Check #	CK Date	Ven #	Vendor Name	Ck Amount	Description
00 12700	57605	12/23/2014	NEB05	NMC EXCHANGE LLC	4,500.00	21-SWEEPER ATTACHMENT
00 12700	57606	12/23/2014	NEB29	NEBRASKA PRINT WORKS	442.96	32-ATV PERMIT DECALS
00 12700	57606	12/23/2014	NEB29	NEBRASKA PRINT WORKS	29.90	10-BUSINESS CARDS-SMITH
00 12700	57606	12/23/2014	NEB29	NEBRASKA PRINT WORKS	28.90	48-BUSINESS CARDS-KNOEPEL
00 12700	57607	12/23/2014	NEP01	NE PUBLIC POWER DISTRICT	983.38	10-ELECTRIC SVC DEC 2014
00 12700	57607	12/23/2014	NEP01	NE PUBLIC POWER DISTRICT	334.46	21-ELECTRIC SVC DEC 2014
00 12700	57607	12/23/2014	NEP01	NE PUBLIC POWER DISTRICT	11,814.14	21-ELECTRIC SVC DEC 2014
00 12700	57607	12/23/2014	NEP01	NE PUBLIC POWER DISTRICT	266.06	31-ELECTRIC SVC DEC 2014
00 12700	57607	12/23/2014	NEP01	NE PUBLIC POWER DISTRICT	224.32	32-ELECTRIC SVC DEC 2014
00 12700	57607	12/23/2014	NEP01	NE PUBLIC POWER DISTRICT	102.83	34-ELECTRIC SVC DEC 2014
00 12700	57607	12/23/2014	NEP01	NE PUBLIC POWER DISTRICT	1,556.11	40-ELECTRIC SVC DEC 2014
00 12700	57607	12/23/2014	NEP01	NE PUBLIC POWER DISTRICT	64.88	41-ELECTRIC SVC DEC 2014
00 12700	57607	12/23/2014	NEP01	NE PUBLIC POWER DISTRICT	1,000.32	42-ELECTRIC SVC DEC 2014
00 12700	57607	12/23/2014	NEP01	NE PUBLIC POWER DISTRICT	377.27	46-ELECTRIC SVC DEC 2014
00 12700	57607	12/23/2014	NEP01	NE PUBLIC POWER DISTRICT	146.15	47-ELECTRIC SVC DEC 2014
00 12700	57608	12/23/2014	NE S01	NE SUPREME CRT PUB OFFICE	56.25	10-NE STATUTES SUPPLEMENT
00 12700	57609	12/23/2014	NEW03	NEWMAN SIGNS	86.62	21-SIGN
00 12700	57609	12/23/2014	NEW03	NEWMAN SIGNS	556.60	21-BRACKETS, SHEETED BLADE, SQUARE CAP
00 12700	57609	12/23/2014	NEW03	NEWMAN SIGNS	392.74	21-LETTERS
00 12700	57610	12/23/2014	OAK01	OAKLAND IA VOL FIRE & RES	559.26	36-AMB REFUND
00 12700	57611	12/23/2014	OFF02	OFFICE SERVICE, INC.	3.99	10-SORTKWKIK
00 12700	57611	12/23/2014	OFF02	OFFICE SERVICE, INC.	14.99	40-WIRELESS MOUSE
00 12700	57611	12/23/2014	OFF02	OFFICE SERVICE, INC.	23.27	10-TAPE, GOLD FOILS
00 12700	57611	12/23/2014	OFF02	OFFICE SERVICE, INC.	109.55	10-FLASH DRIVE, ENVELOPES
00 12700	57611	12/23/2014	OFF02	OFFICE SERVICE, INC.	409.49	10-MAINTENANCE
00 12700	57611	12/23/2014	OFF02	OFFICE SERVICE, INC.	56.28	32-MAINTENANCE
00 12700	57612	12/23/2014	OGA03	OGA. CHAMBER OF COMMERCE	390.00	10-HOLIDAY CASH
00 12700	57612	12/23/2014	OGA03	OGA. CHAMBER OF COMMERCE	300.00	21-HOLIDAY CASH
00 12700	57612	12/23/2014	OGA03	OGA. CHAMBER OF COMMERCE	660.00	32-HOLIDAY CASH
00 12700	57612	12/23/2014	OGA03	OGA. CHAMBER OF COMMERCE	130.00	34-HOLIDAY CASH
00 12700	57612	12/23/2014	OGA03	OGA. CHAMBER OF COMMERCE	600.00	31-HOLIDAY CASH
00 12700	57612	12/23/2014	OGA03	OGA. CHAMBER OF COMMERCE	600.00	36-HOLIDAY CASH
00 12700	57612	12/23/2014	OGA03	OGA. CHAMBER OF COMMERCE	60.00	37-HOLIDAY CASH
00 12700	57612	12/23/2014	OGA03	OGA. CHAMBER OF COMMERCE	60.00	38-HOLIDAY CASH
00 12700	57612	12/23/2014	OGA03	OGA. CHAMBER OF COMMERCE	150.00	40-HOLIDAY CASH
00 12700	57612	12/23/2014	OGA03	OGA. CHAMBER OF COMMERCE	150.00	41-HOLIDAY CASH
00 12700	57612	12/23/2014	OGA03	OGA. CHAMBER OF COMMERCE	130.00	42-HOLIDAY CASH
00 12700	57612	12/23/2014	OGA03	OGA. CHAMBER OF COMMERCE	60.00	48-HOLIDAY CASH
00 12700	57612	12/23/2014	OGA03	OGA. CHAMBER OF COMMERCE	200.00	42-CHAMBER BUCKS-DEALEY
00 12700	57612	12/23/2014	OGA03	OGA. CHAMBER OF COMMERCE	4,200.00	47-2014-2015 FUNDING AGREEMENT
00 12700	57613	12/23/2014	OGA12	OGALLALA WATER DEPT.	53.65	21-WATER SVC DEC 2014
00 12700	57613	12/23/2014	OGA12	OGALLALA WATER DEPT.	86.60	31-WATER SVC DEC 2014
00 12700	57613	12/23/2014	OGA12	OGALLALA WATER DEPT.	131.00	32-WATER SVC DEC 2014
00 12700	57613	12/23/2014	OGA12	OGALLALA WATER DEPT.	273.55	40-WATER SVC DEC 2014
00 12700	57613	12/23/2014	OGA12	OGALLALA WATER DEPT.	166.65	42-WATER SVC DEC 2014
00 12700	57613	12/23/2014	OGA12	OGALLALA WATER DEPT.	33.00	47-WATER SVC DEC 2014
00 12700	57613	12/23/2014	OGA12	OGALLALA WATER DEPT.	400.00	37-GARAGE SPACE RENT DEC 2014
00 12700	57613	12/23/2014	OGA12	OGALLALA WATER DEPT.	28.04	10-DONUTS-CITY/COUNTY MTG
00 12700	57613	12/23/2014	OGA12	OGALLALA WATER DEPT.	16.96	10-MEALS
00 12700	57613	12/23/2014	OGA12	OGALLALA WATER DEPT.	7.70	32-POSTAGE
00 12700	57614	12/23/2014	OGA27	SCOTT ENGLAND dba SCOTTIE	120.00	42-POTTIE RENT
00 12700	57614	12/23/2014	OGA27	SCOTT ENGLAND dba SCOTTIE	60.00	34-POTTIE RENT
00 12700	57615	12/23/2014	OGA51	OGALLALA ACE HARDWARE	16.14	42-EYE BOLTS
00 12700	57615	12/23/2014	OGA51	OGALLALA ACE HARDWARE	65.46	21-WHEEL GRIND, ANGLE GRINDER
00 12700	57615	12/23/2014	OGA51	OGALLALA ACE HARDWARE	10.45	21-BATTERIES
00 12700	57615	12/23/2014	OGA51	OGALLALA ACE HARDWARE	16.47	21-MASKING TAPE
00 12700	57616	12/23/2014	OLS04	OLSSON ASSOCIATES	14,350.00	46-3-31-0061-09 AIRPORT LAYOUT PLAN-EST 14-FINAL
00 12700	57616	12/23/2014	OLS04	OLSSON ASSOCIATES	6,857.97	46-PROJ 3-31-0061-10, EST 10, BEACON WIND CONE ELE
00 12700	57616	12/23/2014	OLS04	OLSSON ASSOCIATES	22,132.45	21-PROJ 013-0720, OG PAVING 2 ST, B ST & S A DESIG
00 12700	57616	12/23/2014	OLS04	OLSSON ASSOCIATES	13,334.67	21-PROJ 013-0720, OG PAVING 2 ST, B ST&S A DESIGN
00 12700	57617	12/23/2014	PAC01	PACKARD POWER & REPAIR	200.00	21-TRUCK MOVE CONTAINER
00 12700	57618	12/23/2014	PAU01	PAULSEN INC	89.00	21-ROCK
00 12700	57618	12/23/2014	PAU01	PAULSEN INC	181,679.40	21-PROJ 013-0720, PMT 3, OG PAVING IMPROV 2013
00 12700	57618	12/23/2014	PAU01	PAULSEN INC	251,797.14	21-PROJ 013-0720, PMT 4, OG PAVING IMPROV 2013
00 12700	57618	12/23/2014	PAU01	PAULSEN INC	76,288.03	21-PROJ 013-0720, PMT 5, OG PAVING IMPROV 2013
00 12700	57619	12/23/2014	PER08	PERSONNEL CONCEPTS	25.90	32-LABOR POSTER
00 12700	57620	12/23/2014	PRA01	PRAIRIE STATES COMM INC	108.00	36-PLANT REPAIR
00 12700	57620	12/23/2014	PRA01	PRAIRIE STATES COMM INC	50.00	36-BATTERY, RADIO REPAIR
00 12700	57621	12/23/2014	QUI02	QUILL CORPORATION	161.60	32-CHAIR
00 12700	57622	12/23/2014	RDW01	R & D WELDING & SUPPLY IN	26.00	21-WELDING
00 12700	57622	12/23/2014	RDW01	R & D WELDING & SUPPLY IN	196.65	21-CUTTING, WELDING, DRILLING
00 12700	57623	12/23/2014	SAP01	SAPP BROTHERS PETROLEUM	22.75	21-KEROSENE
00 12700	57624	12/23/2014	SCH01	SCHMIDT MOTORS, INC.	103.84	32-REPAIR LOOSE STEERING COLUMN
00 12700	57625	12/23/2014	SER02	SERVICEMASTER CLEANING	206.80	10-SERVICES IN NOV
00 12700	57625	12/23/2014	SER02	SERVICEMASTER CLEANING	186.00	32-SERVICES IN NOV
00 12700	57626	12/23/2014	SHO02	SHOPKO, DEPT 5485	53.46	21-BATH TISSUE, COFFEE
00 12700	57627	12/23/2014	SHO03	ALMQUIST, MALTZAHN, GALLOW	500.00	10-REVIEW SECURITIES EXCHANGE ACT RULE
00 12700	57628	12/23/2014	SIX01	SUNMART #270	15.98	42-COFFEE

CITY OF OGALLALA
CLAIMS LISTING

Cash Account	Check #	CK Date	Ven #	Vendor Name	Ck Amount	Description
00 12700	57629	12/23/2014	TOH01	T.O. HAAS	657.38	34-TIRES, UNIT 3400
00 12700	57630	12/23/2014	TOW01	TOWN & COUNTRY SRV INC.	799.96	37-TIRES, BUS 13
00 12700	57631	12/23/2014	TRU01	TRUCK & AUTO ALIGN INC	578.81	32-STRUTS, ALIGNMENT
00 12700	57632	12/23/2014	USP01	U S POSTAL SERVICE	94.58	38-POSTAGE
00 12700	57633	12/23/2014	VER00	VERIZON WIRELESS	138.08	10-CELL PHONE SERVICE
00 12700	57633	12/23/2014	VER00	VERIZON WIRELESS	48.50	21-CELL PHONE SERVICE
00 12700	57633	12/23/2014	VER00	VERIZON WIRELESS	17.35	31-CELL PHONE SERVICE
00 12700	57633	12/23/2014	VER00	VERIZON WIRELESS	197.36	32-CELL PHONE SERVICE
00 12700	57633	12/23/2014	VER00	VERIZON WIRELESS	24.25	34-CELL PHONE SERVICE
00 12700	57633	12/23/2014	VER00	VERIZON WIRELESS	65.86	36-CELL PHONE SERVICE
00 12700	57633	12/23/2014	VER00	VERIZON WIRELESS	72.75	37-CELL PHONE SERVICE
00 12700	57633	12/23/2014	VER00	VERIZON WIRELESS	109.45	40-CELL PHONE SERVICE
00 12700	57633	12/23/2014	VER00	VERIZON WIRELESS	34.69	42-CELL PHONE SERVICE
00 12700	57633	12/23/2014	VER00	VERIZON WIRELESS	34.69	48-CELL PHONE SERVICE
00 12700	57634	12/23/2014	VIS01	VISA	150.00	10-CHAMBER BUCKS-SKINNER
00 12700	57634	12/23/2014	VIS01	VISA	120.88	10-W-2 FORMS
00 12700	57634	12/23/2014	VIS01	VISA	54.99	10-PHONE CASE
00 12700	57634	12/23/2014	VIS01	VISA	217.26	21-LIGHTS
00 12700	57634	12/23/2014	VIS01	VISA	20.08	38-ADDRESS LABELS
00 12700	57634	12/23/2014	VIS01	VISA	15.99	40-ADDRESS LABELS
00 12700	57634	12/23/2014	VIS01	VISA	95.12	47-ADDRESS LABELS
00 12700	57635	12/23/2014	VIS02	VISA	615.92	32-FUEL, MEALS
00 12700	57635	12/23/2014	VIS02	VISA	74.85	32-COFFEE, BATTERIES, TISSUE
00 12700	57635	12/23/2014	VIS02	VISA	551.00	32-COMBO DOOR LOCK
00 12700	57636	12/23/2014	VIS05	VISA	144.98	31-PRINTER, TONER
00 12700	57637	12/23/2014	WES16	WEST WIND GOLF CLUB	97.65	10-APPRECIATION LUNCHEON
00 12700	57637	12/23/2014	WES16	WEST WIND GOLF CLUB	69.75	21-APPRECIATION LUNCHEON
00 12700	57637	12/23/2014	WES16	WEST WIND GOLF CLUB	139.50	32-APPRECIATION LUNCHEON
00 12700	57637	12/23/2014	WES16	WEST WIND GOLF CLUB	41.85	34-APPRECIATION LUNCHEON
00 12700	57637	12/23/2014	WES16	WEST WIND GOLF CLUB	41.85	37-APPRECIATION LUNCHEON
00 12700	57637	12/23/2014	WES16	WEST WIND GOLF CLUB	13.95	38-APPRECIATION LUNCHEON
00 12700	57637	12/23/2014	WES16	WEST WIND GOLF CLUB	195.30	40-APPRECIATION LUNCHEON
00 12700	57637	12/23/2014	WES16	WEST WIND GOLF CLUB	41.85	42-APPRECIATION LUNCHEON
00 12700	57637	12/23/2014	WES16	WEST WIND GOLF CLUB	13.95	48-APPRECIATION LUNCHEON
00 12700	57638	12/23/2014	WOL06	WOLF AUTO CENTER OGALLALA	58.50	32-WHEEL NUT
00 12700	57638	12/23/2014	WOL06	WOLF AUTO CENTER OGALLALA	78.49	32-BULB
00 12700	57639	12/23/2014	XER01	XEROX CORPORATION	31.72	32-MAINTENANCE
General Fund Total					1,310,097.92	
10 12709	588	12/2/2014	REG01	REGIONAL CARE INC.	262.30	10-SELECT FLEX CLAIMS
10 12709	589	12/9/2014	REG01	REGIONAL CARE INC.	199.00	10-SELECT FLEX CLAIMS
10 12709	590	12/16/2014	REG01	REGIONAL CARE INC.	192.30	10-SELECT FLEX CLAIMS
Select Flex Total					653.60	
24 12701	79	12/19/2014	NER01	NE DEPARTMENT OF REVENUE	8,468.50	24-NOVEMBER 2014 SALES TAX
24 12701	79	12/19/2014	NER01	NE DEPARTMENT OF REVENUE	8.53	24-NOVEMBER 2014 SALES TAX
24 12701	155	12/10/2014	ADA01	104113958 - ADAMS BANK &	25.00	24-AUTO PAY FEES DEC 2014
24 12701	14868	12/23/2014	ALLO6	ALLO COMMUNICATIONS	136.89	24-PHONE SERVICE
24 12701	14869	12/23/2014	AME24	AMERICAN AGRICULTURAL LAB	33.00	24-LAB SAMPLES
24 12701	14869	12/23/2014	AME24	AMERICAN AGRICULTURAL LAB	16.50	24-LAB SAMPLES
24 12701	14870	12/23/2014	AOS01	NAPA OGALLALA	6.47	24-SHOP SUPPLY
24 12701	14871	12/23/2014	BAI02	BAIRD,HOLM	2,790.00	24-PROF SVC-STREET IMP BAN, SERIES 2014
24 12701	14872	12/23/2014	BOM00	BOMGAAR'S SUPPLY	9.17	24-PTO PINS
24 12701	14872	12/23/2014	BOM00	BOMGAAR'S SUPPLY	29.95	24-REPAIR KIT
24 12701	14872	12/23/2014	BOM00	BOMGAAR'S SUPPLY	42.78	24-HEATERS
24 12701	14872	12/23/2014	BOM00	BOMGAAR'S SUPPLY	6.00	24-DOG BISCUITS
24 12701	14872	12/23/2014	BOM00	BOMGAAR'S SUPPLY	3.18	24-ADAPTERS
24 12701	14872	12/23/2014	BOM00	BOMGAAR'S SUPPLY	32.09	24-TAMPER
24 12701	14873	12/23/2014	CEM00	CEMENT PRODUCTS INC.	1,890.00	24-HWY 61 PONY EXP LN & OREGON TR DR, PMT 4, PAVIN
24 12701	14874	12/23/2014	COR02	CORNHUSKER GLASS INC.	10.85	24-SHIPPING
24 12701	14874	12/23/2014	COR02	CORNHUSKER GLASS INC.	11.82	24-SHIPPING
24 12701	14874	12/23/2014	COR02	CORNHUSKER GLASS INC.	20.62	24-SHIPPING
24 12701	14875	12/23/2014	DPE00	DP ELECTRONICS, LLC	16.04	24-EXTENSION CORD
24 12701	14876	12/23/2014	ELE01	ELECTRICAL ENGINEERING &	(19.34)	24-RETURNED PART DEC 2013
24 12701	14876	12/23/2014	ELE01	ELECTRICAL ENGINEERING &	573.89	24-HEATER FOR #4
24 12701	14877	12/23/2014	FAR03	FARMERS COOP ASSOCIATION	568.76	24-FUEL CHARGES DEC 2014
24 12701	14878	12/23/2014	GEN01	GENERAL FUND	4,145.83	24-DEC 2014 ADMIN EXPENSES
24 12701	14878	12/23/2014	GEN01	GENERAL FUND	13,947.90	24-PP#23, PP#24
24 12701	14879	12/23/2014	GRA06	GRAINGER	292.74	24-SAFETY VEST
24 12701	14880	12/23/2014	HHS01	HHS REGULATION &LICENSURE	278.33	24-REVIEW FEE-PONY EXP & OREGON TRL
24 12701	14881	12/23/2014	HOA01	HOA SOLUTIONS, INC	19,522.00	24-WATER CONTROL SYSTEM 2013-1, PMT 5 FINAL
24 12701	14881	12/23/2014	HOA01	HOA SOLUTIONS, INC	1,886.18	24-REPAIR WELL #2 VFD
24 12701	14882	12/23/2014	HUM01	HUMPHREYS AUTO SUPPLY	68.24	24-OIL STABILIZER, FUEL INJ CLEANER, FILTERS
24 12701	14883	12/23/2014	IDE01	IDEAL LINEN SUPPLY INC.	32.15	24-TOWELS, MATS
24 12701	14883	12/23/2014	IDE01	IDEAL LINEN SUPPLY INC.	16.34	24-TOWELS, MATS
24 12701	14883	12/23/2014	IDE01	IDEAL LINEN SUPPLY INC.	16.34	24-TOWELS, MATS
24 12701	14883	12/23/2014	IDE01	IDEAL LINEN SUPPLY INC.	31.08	24-TOWELS, MATS
24 12701	14883	12/23/2014	IDE01	IDEAL LINEN SUPPLY INC.	16.34	24-TOWELS, MATS
24 12701	14884	12/23/2014	JB01	WASTE CONNECTIONS INC.	123.59	24-TRASH SVC DEC 2014

3.B.

CITY OF OGALLALA
CLAIMS LISTING

Cash Account	Check #	CK Date	Ven #	Vendor Name	Ck Amount	Description
24 12701	14885	12/23/2014	KCN01	KEITH COUNTY NEWS	85.00	24-PUBLISHING
24 12701	14886	12/23/2014	KNE01	SOURCEGAS	461.69	24-GAS SVC DEC 2014
24 12701	14887	12/23/2014	LAW02	LAWSON PRODUCTS, INC.	140.73	24-DRILL BITS, WASHERS, HEX NUTS, SPACE RACK
24 12701	14888	12/23/2014	MCQ01	MCQUILLAN LAW OFFICE PC L	50.00	24-PROFESSIONAL SVC DEC 2014
24 12701	14889	12/23/2014	MID02	MIDLANDS CONTRACTING INC	441,036.15	24-PROJ-WATER IMPR 2009, APP #2
24 12701	14890	12/23/2014	MID03	MIDWEST ELECTRIC	3,515.45	24-ELECTRIC SERVICE
24 12701	14891	12/23/2014	MUN02	MUNICIPAL SUPPLY, INC.	867.00	24-NEPTUNE READING EQUIP SUPPORT 2015
24 12701	14891	12/23/2014	MUN02	MUNICIPAL SUPPLY, INC.	413.16	F. TO F. CURB STOP 1"
24 12701	14891	12/23/2014	MUN02	MUNICIPAL SUPPLY, INC.	0.01	24-OVERAGE
24 12701	14892	12/23/2014	NEB07	NEBRASKA RURAL WATER AS.	250.00	24-MEMBERSHIP RENEWAL-2015
24 12701	14893	12/23/2014	NEP01	NE PUBLIC POWER DISTRICT	2,692.49	24-ELECTRIC SVC DEC 2014
24 12701	14894	12/23/2014	OFF02	OFFICE SERVICE, INC.	237.53	24-STAMPS, BATTERY BACKUP
24 12701	14894	12/23/2014	OFF02	OFFICE SERVICE, INC.	31.02	24-STAMPS, BATTERY BACKUP
24 12701	14895	12/23/2014	OGA03	OGA. CHAMBER OF COMMERCE	240.00	24-HOLIDAY CASH
24 12701	14896	12/23/2014	OGA09	OG READY MIX/SIMON CONTRA	76.43	24-ROCK
24 12701	14897	12/23/2014	OGA12	OGALLALA WATER DEPT.	39.22	24-WATER SVC DEC 2014
24 12701	14898	12/23/2014	OGA51	OGALLALA ACE HARDWARE	29.94	24-PUMP DRILL HOSE
24 12701	14898	12/23/2014	OGA51	OGALLALA ACE HARDWARE	24.04	24-DUCT TAPE
24 12701	14898	12/23/2014	OGA51	OGALLALA ACE HARDWARE	13.90	24-TRASH BAG
24 12701	14898	12/23/2014	OGA51	OGALLALA ACE HARDWARE	17.10	24-DUCT TAPE
24 12701	14899	12/23/2014	ONE05	ONE CALL CONCEPTS, INC	64.75	24-EMERGENCY LOCATES
24 12701	14900	12/23/2014	PAU01	PAULSEN INC	10,154.77	24-PROJ 013-0720, PMT 3, OG PAVING IMPROV 2013
24 12701	14900	12/23/2014	PAU01	PAULSEN INC	11,176.07	24-PROJ 013-0720, PMT 4, OG PAVING IMPROV 2013
24 12701	14901	12/23/2014	SAR02	SARGENT DRILLING	70,038.79	24-PROJ-WATER WELL 2009-1, PMT 3
24 12701	14902	12/23/2014	STA06	ST OF NEB-DEPT HEALTH LAB	2,213.00	24-LAB SAMPLES
24 12701	14903	12/23/2014	TOW01	TOWN & COUNTRY SRV INC.	21.00	24-TIRE REPAIR
24 12701	14904	12/23/2014	VER00	VERIZON WIRELESS	97.00	24-CELL PHONE SERVICE
24 12701	14905	12/23/2014	VIS01	VISA	72.20	24-CAUTION TAPE
24 12701	14906	12/23/2014	WES16	WEST WIND GOLF CLUB	55.80	24-APPRECIATION LUNCH
24 12701	14907	12/23/2014	\B004	BLACK, KARLI	36.16	MQ CUSTOMER REFUND FOR BLA0012
24 12701	14908	12/23/2014	\F003	FERGESON, KRISTY	2.24	MQ CUSTOMER REFUND FOR FER0001
24 12701	14909	12/23/2014	\M005	MCCORMICK, KYLE	167.90	MQ CUSTOMER REFUND FOR MCC0028
24 12701	14910	12/23/2014	\R005	RIZZA III, THOMAS M	5.82	MQ CUSTOMER REFUND FOR RIZ0006
Water total					599,367.78	
25 12702	155	12/10/2014	ADA01	104113958 - ADAMS BANK &	25.00	25-AUTO PAY FEES DEC 2014
25 12702	9617	12/9/2014	OGA09	OG READY MIX/SIMON CONTRA	(350.00)	Ck# 009617 Reversed
25 12702	9617	12/9/2014	OGA09	OG READY MIX/SIMON CONTRA	(350.00)	Ck# 009617 Reversed
25 12702	9623	12/23/2014	ALL06	ALLO COMMUNICATIONS	62.07	25-PHONE SERVICE
25 12702	9623	12/23/2014	ALL06	ALLO COMMUNICATIONS	55.00	25-INTERNET SERVICE
25 12702	9624	12/23/2014	AME24	AMERICAN AGRICULTURAL LAB	25.75	25-LAB SAMPLES
25 12702	9624	12/23/2014	AME24	AMERICAN AGRICULTURAL LAB	25.75	25-LAB SAMPLES
25 12702	9624	12/23/2014	AME24	AMERICAN AGRICULTURAL LAB	25.75	25-LAB SAMPLES
25 12702	9624	12/23/2014	AME24	AMERICAN AGRICULTURAL LAB	25.75	25-LAB SAMPLES
25 12702	9624	12/23/2014	AME24	AMERICAN AGRICULTURAL LAB	25.75	25-LAB SAMPLES
25 12702	9625	12/23/2014	CEM00	CEMENT PRODUCTS INC.	1,890.00	25-HWY 61 PONY EXP LN & OREGON TR DR, PMT 4, PAVIN'
25 12702	9626	12/23/2014	COA01	TRUE VALUE HOMECENTER	11.68	25-SHIPPING
25 12702	9626	12/23/2014	COA01	TRUE VALUE HOMECENTER	11.68	25-SHIPPING
25 12702	9626	12/23/2014	COA01	TRUE VALUE HOMECENTER	25.93	25-SHIPPING
25 12702	9626	12/23/2014	COA01	TRUE VALUE HOMECENTER	11.47	25-SHIPPING
25 12702	9626	12/23/2014	COA01	TRUE VALUE HOMECENTER	149.99	25-DRILL BIT SHARPENER
25 12702	9626	12/23/2014	COA01	TRUE VALUE HOMECENTER	12.57	25-SHIPPING
25 12702	9627	12/23/2014	ELE02	ELECTRIC PUMP	6,682.47	25-STANDS, ELBOWS FOR PUMPS
25 12702	9627	12/23/2014	ELE02	ELECTRIC PUMP	9,194.66	25-SLUDGE PUMP
25 12702	9628	12/23/2014	FAR03	FARMERS COOP ASSOCIATION	93.82	25-FUEL CHARGES DEC 2014
25 12702	9629	12/23/2014	FAR04	JOHN DEERE FINANCIALS	37.15	25-GLOVES, SILICONE
25 12702	9629	12/23/2014	FAR04	JOHN DEERE FINANCIALS	88.19	25-SAW BLADES, HOSE SPIGOTS, CARB SPRAY
25 12702	9629	12/23/2014	FAR04	JOHN DEERE FINANCIALS	105.93	25-GLOVES, PAINT BRUSH, POWERCORD
25 12702	9630	12/23/2014	GEN01	GENERAL FUND	2,945.83	25-DEC 2014 ADMIN EXPENSES
25 12702	9630	12/23/2014	GEN01	GENERAL FUND	11,571.36	25-PP#23, PP#24
25 12702	9631	12/23/2014	HAC01	HACH COMPANY	11.99	25-CATALOG
25 12702	9632	12/23/2014	IDE01	IDEAL LINEN SUPPLY INC.	18.84	25-TOWELS, MATS
25 12702	9632	12/23/2014	IDE01	IDEAL LINEN SUPPLY INC.	18.84	25-TOWELS, MATS
25 12702	9633	12/23/2014	JBJ01	WASTE CONNECTIONS INC.	140.67	25-TRASH SVC DEC 2014
25 12702	9634	12/23/2014	KNE01	SOURCEGAS	3,011.88	25-GAS SVC DEC 2014
25 12702	9635	12/23/2014	LEA01	LEAGUE OF NE MUNICIPAL.	100.00	25-SNOWBALL CONF REG-HILTON-JAN 2015
25 12702	9636	12/23/2014	NEB05	NMC EXCHANGE LLC	5,500.00	25-SKID LOADER LEASE
25 12702	9637	12/23/2014	NEB29	NEBRASKA PRINT WORKS	233.25	25-PERFORATED BLANK STOCK
25 12702	9638	12/23/2014	NEP01	NE PUBLIC POWER DISTRICT	4,613.95	25-ELECTRIC SVC DEC 2014
25 12702	9639	12/23/2014	OFF02	OFFICE SERVICE, INC.	18.99	25-PRINTER INK
25 12702	9640	12/23/2014	OGA03	OGA. CHAMBER OF COMMERCE	120.00	25-HOLIDAY CASH
25 12702	9641	12/23/2014	OGA12	OGALLALA WATER DEPT.	77.25	25-WATER SVC DEC 2014
25 12702	9642	12/23/2014	OGA27	SCOTT ENGLAND dba SCOTTIE	350.00	25-JET N HILLCREST, ALLEY HILLCREST
25 12702	9642	12/23/2014	OGA27	SCOTT ENGLAND dba SCOTTIE	350.00	25-JET 10TH & SPRUCE
25 12702	9642	12/23/2014	OGA27	SCOTT ENGLAND dba SCOTTIE	3,227.20	25-NOV MAINTENANCE
25 12702	9643	12/23/2014	PAU01	PAULSEN INC	2,937.60	25-PROJ 013-0720, PMT 3, OG PAVING IMPROV 2013
25 12702	9643	12/23/2014	PAU01	PAULSEN INC	25,075.80	25-PROJ 013-0720, PMT 4, OG PAVING IMPROV 2013
25 12702	9644	12/23/2014	QWE00	CENTURYLINK	73.80	25-LOCAL PHONE SERVICE
25 12702	9645	12/23/2014	SNE01	SNELL SERVICES INC	155.00	25-BOILER REPAIR

3.B.

CITY OF OGALLALA
CLAIMS LISTING

Cash Account	Check #	CK Date	Ven #	Vendor Name	Ck Amount	Description
25 12702	9646	12/23/2014	VER00	VERIZON WIRELESS	24.25	25-CELL PHONE SERVICE
25 12702	9647	12/23/2014	WES16	WEST WIND GOLF CLUB	27.90	25-APPRECIATION LUNCHEON
Wastewater Total					78,465.01	
40 12715	111	12/23/2014	TAS01	TASTE OF PARADISE	57.75	40-DONUTS-TRIATHLON
40 12715	112	12/23/2014	VIS01	VISA	566.00	40-ZOMBIE RUN T-SHIRTS
GRC Expansion					623.75	
42 12708	1935	12/23/2014	VIS01	VISA	38.37	42-MEALS-SAFE KIDS
Youth Committee					38.37	
99 12705	466	12/1/2014	REG01	REGIONAL CARE INC.	13,595.58	99-MONTHLY REINSURANCE
99 12705	10599	11/27/2014	REG01	REGIONAL CARE INC.	3,885.56	99-HEALTH CLAIMS #2450-2452
99 12705	10600	12/5/2014	REG01	REGIONAL CARE INC.	4,757.02	99-HEALTH CLAIMS #2453-2457
99 12705	10601	12/12/2014	REG01	REGIONAL CARE INC.	13,792.78	99-HEALTH CLAIMS #2458-2463
99 12705	10602	12/19/2014	REG01	REGIONAL CARE INC.	2,139.39	99-HEALTH CLAIMS #2464-2467
99 12705	10598A	11/27/2014	REG01	REGIONAL CARE INC.	5,926.72	99-HEALTH CLAIMS #2444-12449
Medical/Benefit Total					44,097.05	
Grand Total					2,033,343.48	

3.B.

Jane Skinner

From: Ken Knoepfel <ken.knoepfel@ogallala-ne.gov>
Sent: Monday, December 15, 2014 9:25 AM
To: Coletta Clouse
Cc: Jane Skinner
Subject: OVFD Membership
Attachments: DOC121514-12152014101357.pdf; DOC121514-12152014101802.pdf; _Certification_.htm

At the Last meeting of the OVFD, the department accepted the resignation of **Nicholas Fix**.

Ken Knoepfel
Building and Zoning Administrator
Ogallala City Administration Building
411 East 2nd Street
Ogallala, NE 69153

Office 308-284-6723 ext 215
Fax 308-284-6565

City of Ogallala

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



REQUEST TO SERVE ON CITY BOARDS OR COMMITTEES

Date: Feb 3, 2014

Name: Mary Lou Heelan

Address: 1105 W H, Box 922 Phone: 284-4227

Do you live in the City limits? Yes No

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

Board of Health

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

Habit

Give back to ~~the~~ community

at one time Mayor Bessette mentioned making this board position a multi-year term - I think that is a good idea - would the present council be interested in this?

Ogallala Housing Authority

1701 East 2nd Street
Ogallala, NE 69153



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

City Of Ogallala
Attn: Jane Skinner, City Clerk
411 East 2nd Street
Ogallala, NE 69153

December 19, 2014

Dear Jane,

The Ogallala Housing Authority Board of Commissioners met on Thursday December 18, 2014. Agenda items included the reappointment of Carole Vasa to a five year term beginning January 1, 2015. Carole was not present at the meeting due to illness; however, she did contact me at the Housing office expressing her desire to continue as a Board Member. Carole informed me that she had received a "Request To Serve" application from the City and would get it completed as soon as possible. Board Members present voted unanimously to retain Carole Vasa to the Board for a five year term.

There were no letters of consideration received to this office by any tenant after advertising for a resident commissioner as required by law.

On behalf of the Board Members and me we would like to recommend that the City Council vote to retain Carole Vasa to the Board of Commissioners of Ogallala Housing Authority.

We appreciate your consideration and remain sincerely,

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

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

NOTICE

**TO: RESIDENTS OF OGALLALA HOUSING AUTHORITY
APARTMENTS #101 THROUGH #141**

**FROM: OGALLALA HOUSING AUTHORITY
BOARD OF COMMISSIONERS**

REFERENCE: RESIDENT COMMISSIONER

DATE: OCTOBER 31, 2014

UNDER THE NEBRASKA HOUSING AGENCY ACT, LEGISLATIVE STATUTE 71-15,104, EACH HOUSING AGENCY SHALL INCLUDE AMONG THE COMMISSIONERS A RESIDENT COMMISSIONER.

THE HOUSING AGENCY SHALL NOTIFY ALL ADULT PERSONS RECEIVING RENTAL ASSISTANCE BY THE HOUSING AGENCY TO THE EFFECT THAT THE POSITION OF RESIDENT COMMISSIONER IS OPEN.

THIS IS TO NOTIFY ALL RESIDENTS OF OGALLALA HOUSING AUTHORITY THAT THERE WILL BE AN OPENING FOR A RESIDENT COMMISSIONER TO SERVE ON THE BOARD EFFECTIVE JANUARY 01, 2015.

RESIDENTS WHO WISH TO APPLY FOR THE POSITION OF RESIDENT COMMISSIONER MAY DO SO IN WRITING BY SUBMITTING A LETTER TO THE HOUSING AUTHORITY STATING THE PERSON'S WILLINGNESS TO BE CONSIDERED AND TO SERVE IN THE POSITION.

THOSE PERSONS WILLING TO SERVE ON THE BOARD MUST CONSIDER THE FOLLOWING:

BOARD MEMBERS AND THE EXECUTIVE DIRECTOR MEET ON THE FOURTH THURSDAY OF THE MONTH AT 3:30 PM FOR THEIR REGULAR BOARD MEETINGS WITH SPECIAL BOARD MEETINGS CALLED FOR PERIODICALLY.

BOARD MEMBERS ARE APPOINTED FOR FIVE YEAR TERMS.

BOARD MEMBERS MUST SERVE UNDER THE CONFIDENTIALITY ACT.

RESPONSIBILITIES WOULD INCLUDE ATTENDANCE TO THE BOARD MEETINGS AND REPRESENTATION OF THE RESIDENTS IN THE HOUSING AGENCY.

LETTERS OF CONSIDERATION MAY BE DELIVERED TO THE OGALLALA HOUSING AUTHORITY OFFICE, NO LATER THAN 3:00 PM ON DECEMBER 17, 2014 LOCATED IN THE COMMUNITY ROOM AT 1701 EAST 2ND STREET.

"THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER"

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.



12/10/2014 11:21AM 002044103 PAGE 01/01

City of Ogallala

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



REQUEST TO SERVE ON CITY BOARDS OR COMMITTEES

Date: 12/18/14

Name: MARY CONE

Address: 1010 Road East H North
Paxton, NE 69155 Phone: 284-4183

Do you live in the City limits? Yes _____ No X

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

RSVP Advisory Board

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

I'd like to continue serving. Having been on the
board for 1 term, I now know better how RSVP
works. I would like to build on this to be
a positive contributor to this board.

City of Ogallala

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



REQUEST TO SERVE ON CITY BOARDS OR COMMITTEES

Date: 12/4/14

Name: Carol Maxson

Address: 1317 East 4 St. Phone: 289-0075

Do you live in the City limits? Yes No

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

RSVP Advisory Board

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

I have served one term on the advisory
board and, therefore, have some experience
with how RSVP operates and what the needs
are. This position helps me to stay
involved with the community and I feel
RSVP
is a vital part of Keith County.

City of Ogallala

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



REQUEST TO SERVE ON CITY BOARDS OR COMMITTEES

Date: 12/19/14

Name: Gail A Schreiter

Address: 107 W 24th St Ogallala NE Phone: 308-284-0916

Do you live in the City limits? Yes No

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

RSVP Advisory Committee

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

It would be a privilege to serve on this committee and to help promote such a vital program in our community. The program gives us the opportunity to tap into the vast knowledge & talents of our retired community while at the same time letting them know how much they are needed and appreciated!

City of Ogallala

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



REQUEST TO SERVE ON CITY BOARDS OR COMMITTEES

Date: 12/11/14

Name: Andrew Krab

Address: 401 West M Street, Ogallala Phone: 289-0541

Do you live in the City limits? Yes No

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

Tree Board

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

City of Ogallala

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



REQUEST TO SERVE ON CITY BOARDS OR COMMITTEES

Date: 12-1-14

Name: Doug Davis

Address: 1107 EG Phone: 280-2438

Do you live in the City limits? Yes No

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

Ogallala Planning Comm.

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

For the great pay.

City of Ogallala

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



REQUEST TO SERVE ON CITY BOARDS OR COMMITTEES

Date: 12-15-14

Name: Jo Brown

Address: 1149 Rd West 50 Brule Phone: 287-2296

Do you live in the City limits? Yes _____ No X

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

Ogallala Youth Committee

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

Currently serving as the treasurer of OYC.

MINUTE BOOK
CITY OF OGALLALA, NEBRASKA

REGULAR MEETING OF THE CITY COUNCIL

DECEMBER 9, 2014

A Regular Meeting of the City Council of the City of Ogallala, Nebraska, was held at City Hall Council Chambers in said City on the 9th day of December 2014, at 7:00 o'clock P.M. Present were: President of the Council: Harold Peterson; Council Members: Darrell G. Bassett and Rodger Rankin. Absent: Kevin Block and Karl Elmshaeuser. City Manager: Aaron Smith; City Clerk: Jane M. Skinner; City Attorney: Michael McQuillan.

Notice of the was given in advance thereof by publishing one time in the Keith County News and posting at the City Hall Administration Building as shown by the Certificate of Publication and Posting Notice attached to these Minutes. Notice of this meeting was simultaneously given to the President and to all members of the Council on December 5, 2014 and a copy of their Acknowledgement of Receipt of Notice and the Agenda is attached to these minutes. Availability of the agenda was communicated in the advance notice and in the Notice to the President and Council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public. The President of the Council stated this meeting is being convened in accordance with the Open Meetings Act and acknowledged a copy of the Open Meetings Act being duly posted in the southeast Corner of Council Chambers.

Councilman Bassett moved to excuse Councilmen Block and Elmshaeuser from the December 9, 2014 City Council Meeting. Councilman Rankin seconded the motion. The following council members voted Yes: Darrell Bassett, Harold Peterson and Rodger Rankin. No: None. Absent: Kevin Block and Karl Elmshaeuser. Motion declared carried.

Councilman Bassett moved to approve the minutes of the regular meeting held November 25, 2014. Councilman Rankin seconded the motion. The following council members voted Yes: Darrell Bassett, Harold Peterson and Rodger Rankin. No: None. Absent: Kevin Block and Karl Elmshaeuser. Motion declared carried.

Councilmen Bassett and Peterson exited the rostrum.

City Attorney Michael McQuillan administered the oath of office to Council Members Darrell Bassett and Harold Peterson.

City Attorney Michael McQuillan took his place to temporarily chairperson the meeting.

Councilman Bassett moved to elect a Council President by secret ballot. Councilman Peterson seconded the motion. The following council members voted Yes: Darrell Bassett, Harold Peterson and Rodger Rankin. No: None. Absent: Kevin Block and Karl Elmshaeuser. Motion declared carried.

City Clerk Skinner distributed one ballot to each present council member. The ballots were collected and tallied by City Clerk Skinner and City Attorney McQuillan. City Attorney declared that the vote by ballot was not sufficient to declare a Council President.

City Attorney McQuillan took a brief recess to research a state statute regarding an alternative to continuing with business without a Council President.

Councilman Bassett moved to declare an inability to elect a Council President at this meeting and to elect a temporary chairperson. Councilman Peterson seconded the motion. The following council members voted Yes: Darrell Bassett, Harold Peterson and Rodger Rankin. No: None. Absent: Kevin Block and Karl Elmshaeuser. Motion declared carried.

MINUTE BOOK
CITY OF OGALLALA, NEBRASKA

Councilman Bassett moved that Councilman Peterson continue as temporary chairperson for this meeting. Councilman Rankin seconded the motion. The following council members voted Yes: Darrell Bassett, Harold Peterson and Rodger Rankin. No: None. Absent: Kevin Block and Karl Elmshaeuser. Motion declared carried.

Councilman Rankin moved to table the Council Representative/Liaison Appointments until the next meeting. Councilman Bassett seconded the motion. The following council members voted Yes: Darrell Bassett, Harold Peterson and Rodger Rankin. No: None. Absent: Kevin Block and Karl Elmshaeuser. Motion declared carried.

Temporary Chairperson Peterson opened a hearing regarding the Class D Liquor License for Wal-Mart Stores Inc DBA Walmart 7129 at 7:16 P.M.

Temporary Chairperson Peterson opened a hearing regarding the Class D Liquor License for Wal-Mart Stores Inc DBA Walmart Gas 7129 at 7:17 P.M.

Temporary Chairperson Peterson opened a hearing regarding the recommendation from the Planning Commission regarding amendments to Ogallala zoning code, Chapter 44 at 7:17 P.M.

Christel Armstrong addressed the council regarding the proposed liquor licenses for Walmart and Walmart Gas.

Ken Knoepfel, Planning and Zoning Administrator, addressed the council regarding the recommendation from the Planning Commission regarding amendments to Ogallala zoning code, Chapter 44.

Temporary Chairperson Peterson closed a hearing regarding the Class D Liquor License for Wal-Mart Stores Inc DBA Walmart 7129 at 7:25 P.M.

Councilman Bassett moved that the Class D Liquor License in connection with Wal-Mart Stores Inc DBA Walmart 7129 be approved by the Nebraska Liquor Control Commission. Councilman Rankin seconded the motion. The following council members voted Yes: Darrell Bassett, Harold Peterson and Rodger Rankin. No: None. Absent: Kevin Block and Karl Elmshaeuser. Motion declared carried.

Councilman Rankin moved that the Corporate Manager License for Christel Armstrong in connection with the Class D Liquor Licenses for Wal-Mart Stores Inc. DBA Walmart 7129 located at 201 Pony Express Lane be approved by the Nebraska Liquor Control Commission. Councilman Bassett seconded the motion. The following council members voted Yes: Darrell Bassett, Harold Peterson and Rodger Rankin. No: None. Absent: Kevin Block and Karl Elmshaeuser. Motion declared carried.

Temporary Chairperson Peterson closed a hearing regarding the Class D Liquor License for Wal-Mart Stores Inc DBA Walmart Gas 7129 at 7:27 P.M.

Councilman Bassett moved that the Class D Liquor License in connection with Wal-Mart Stores Inc DBA Walmart Gas 7129 be approved by the Nebraska Liquor Control Commission. Councilman Rankin seconded the motion. The following council members voted Yes: Darrell Bassett, Harold Peterson and Rodger Rankin. No: None. Absent: Kevin Block and Karl Elmshaeuser. Motion declared carried.

Councilman Rankin moved that the Corporate Manager License for Christel Armstrong in connection with the Class D Liquor Licenses for Wal-Mart Stores Inc. DBA Walmart Gas 7129 located at 206 Oregon Trail Road be approved by the Nebraska Liquor Control Commission. Councilman Bassett seconded the motion. The following council members voted Yes: Darrell Bassett, Harold Peterson and Rodger Rankin. No: None. Absent: Kevin Block and Karl Elmshaeuser. Motion declared carried.

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Councilman Rankin moved that the Corporate Manager License for James E. Larson, Jr. in connection with the Class D Liquor Licenses for Shopko Hometown #691 located at 100 Texas Trail Drive be approved by the Nebraska Liquor Control Commission. Councilman Bassett seconded the motion. The following council members voted Yes: Darrell Bassett, Harold Peterson and Rodger Rankin. No: None. Absent: Kevin Block and Karl Elmshaeuser. Motion declared carried.

City Clerk Skinner presented the financial report for November 2014.

Councilman Bassett introduced Ordinance 1331, entitled: An ordinance amending ordinance no. 1330 previously adopted by the mayor and council of the city on November 25, 2014 (the "2014 ordinance") relating to the city's general obligation refunding bonds, series 2014; particularly amending and restating section 2 thereof relating to the maturity schedule, interest rates and certain other terms applicable to the bonds; otherwise ratifying and affirming the 2014 ordinance; determining this ordinance to be a measure necessary to carry out contractual obligations of the city; and providing for publication of this ordinance in pamphlet form and moved that the Statutory Rule requiring the reading on three different days be suspended and the ordinance may be read by title and moved for passage at this meeting. Councilman Rankin seconded the motion. Upon roll call vote, the following Council Members voted "Yes": Darrell Bassett, Harold Peterson and Rodger Rankin. The following Council Members voted "No": None. Absent: Kevin Block and Karl Elmshaeuser. Motion declared carried and the Statutory Rule was declared suspended for the consideration of this Ordinance.

Ordinance No. 1331 was read by title and, thereafter, Councilman Bassett moved for the final passage of the Ordinance. Councilman Rankin seconded the motion. The Temporary Chairperson then stated the question: "Shall Ordinance No. 1331 be passed and adopted?" Upon roll call vote, the following Council Members voted "Yes": Darrell Bassett, Harold Peterson and Rodger Rankin. The following Council Members voted "No": None. Absent: Kevin Block, Karl Elmshaeuser. The passage and adoption of said Ordinance having been concurred in by a majority of all members of the Council, the Temporary Chairperson declared the Ordinance adopted and the Temporary Chairperson, signed and approved the Ordinance and the Clerk attested to the passage and approval of the same and affixed her signature thereto, a copy of said Ordinance No. 1331 being attached hereto and, by this express reference, incorporated herein and made a part hereof.

Eric Duhachek, Keith County Area Development updated the council regarding the following KCAD activities: Housing update- Old Lakeway Lodge site and a New Housing Study; BR&E Update; and 2015 Lake Ogallala Outdoor Expo.

Councilman Bassett introduced Ordinance 1332. Temporary Chairperson Peterson read Ordinance 1332 by title, an ordinance amending section 44 of the Ogallala municipal code governing accessory structures. Temporary Chairperson Peterson announced that Ordinance 1332 was read for the first time.

Richard Brown, Street Superintendent, presented the Road-Street-Highway Budget and Expenditure Report to the council.

Councilman Bassett moved to approve the Road-Street-Highway Budget and Expenditure Report and authorize submittal to the Nebraska Department of Roads. Councilman Peterson seconded the motion. The following council members voted Yes: Darrell Bassett, Harold Peterson and Rodger Rankin. No: None. Absent: Kevin Block and Karl Elmshaeuser. Motion declared carried.

Councilman Bassett moved to approve the Certificate of Compliance between City of Ogallala and State of Nebraska Department of Roads per terms of Maintenance Agreement No. 43 for 2014. Councilman Rankin seconded the motion. The following council members voted Yes: Darrell Bassett, Harold Peterson and Rodger Rankin. No: None. Absent: Kevin Block and Karl Elmshaeuser. Motion declared carried.

MINUTE BOOK
CITY OF OGALLALA, NEBRASKA

SUMMARY OF MINUTES OF REGULAR MEETING OF THE OGALLALA CITY
COUNCIL

HELD AT CITY HALL COUNCIL CHAMBERS 7:00 P.M. DECEMBER 9, 2014

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

Moved to excuse Councilmen Block and Elmshaeuser from the December 9, 2014 City Council Meeting. Carried.

Moved to approve the minutes of the regular meeting held November 25, 2014. Carried.

Councilmen Bassett and Peterson exited the rostrum.

Administered the oath of office to Council Members Darrell Bassett and Harold Peterson.

City Attorney Michael McQuillan took his place to temporarily chairperson the meeting.

Moved to elect a Council President by secret ballot. Carried.

Distributed one ballot to each present council member. The ballots were collected and tallied by City Clerk Skinner and City Attorney McQuillan. City Attorney declared that the vote by ballot was not sufficient to declare a Council President.

Moved to declare an inability to elect a Council President at this meeting and to elect a temporary chairperson. Carried.

Moved that Councilman Peterson continue as temporary chairperson for this meeting. Carried.

Moved to table the Council Representative/Liaison Appointments until the next meeting. Carried.

Opened a hearing regarding the Class D Liquor License for Wal-Mart Stores Inc DBA Walmart 7129 at 7:16 P.M.

Opened a hearing regarding the Class D Liquor License for Wal-Mart Stores Inc DBA Walmart Gas 7129 at 7:17 P.M.

Opened a hearing regarding the recommendation from the Planning Commission regarding amendments to Ogallala zoning code, Chapter 44 at 7:17 P.M.

Christel Armstrong addressed the council regarding the proposed liquor licenses for Walmart and Walmart Gas.

Closed a hearing regarding the Class D Liquor License for Wal-Mart Stores Inc DBA Walmart 7129 at 7:25 P.M.

Moved that the Class D Liquor License in connection with Wal-Mart Stores Inc DBA Walmart 7129 be approved by the Nebraska Liquor Control Commission. Carried.

Moved that the Corporate Manager License for Christel Armstrong in connection with the Class D Liquor Licenses for Wal-Mart Stores Inc. DBA Walmart 7129 located at 201 Pony Express Lane be approved by the Nebraska Liquor Control Commission. Carried.

Closed a hearing regarding the Class D Liquor License for Wal-Mart Stores Inc DBA Walmart Gas 7129 at 7:27 P.M.

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Moved that the Class D Liquor License in connection with Wal-Mart Stores Inc DBA Walmart Gas 7129 be approved by the Nebraska Liquor Control Commission. Carried.

Moved that the Corporate Manager License for Christel Armstrong in connection with the Class D Liquor Licenses for Wal-Mart Stores Inc. DBA Walmart Gas 7129 located at 206 Oregon Trail Road be approved by the Nebraska Liquor Control Commission. Carried.

Moved that the Corporate Manager License for James E. Larson, Jr. in connection with the Class D Liquor Licenses for Shopko Hometown #691 located at 100 Texas Trail Drive be approved by the Nebraska Liquor Control Commission. Carried.

Presented the financial report for November 2014.

Introduced Ordinance 1331, entitled: An ordinance amending ordinance no. 1330 previously adopted by the mayor and council of the city on November 25, 2014 (the "2014 ordinance") relating to the city's general obligation refunding bonds, series 2014; particularly amending and restating section 2 thereof relating to the maturity schedule, interest rates and certain other terms applicable to the bonds; otherwise ratifying and affirming the 2014 ordinance; determining this ordinance to be a measure necessary to carry out contractual obligations of the city; and providing for publication of this ordinance in pamphlet form and moved that the Statutory Rule requiring the reading on three different days be suspended and the ordinance may be read by title and moved for passage at this meeting. Carried.

Ordinance No. 1331 was read by title and moved for final passage. Carried.

Eric Duhachek, Keith County Area Development updated the council regarding the following KCAD activities: Housing update- Old Lakeway Lodge site and a New Housing Study; BR&E Update; and 2015 Lake Ogallala Outdoor Expo.

Introduced Ordinance 1332. Read Ordinance 1332 by title, an ordinance amending section 44 of the Ogallala municipal code governing accessory structures. Announced that Ordinance 1332 was read for the first time.

Moved to approve the Road-Street-Highway Budget and Expenditure Report and authorize submittal to the Nebraska Department of Roads. Carried.

Moved to approve the Certificate of Compliance between City of Ogallala and State of Nebraska Department of Roads per terms of Maintenance Agreement No. 43 for 2014. Carried.

City Manager Aaron Smith discussed with the council the concepts of a proposed one way street on Second Street from North Spruce to East A Street; Two hour parking limit at various downtown locations, updated the council regarding contract negotiations Progress Elementary and Collister Park with the Ogallala Public Schools, and updated the council on the EMT/Paramedic position.

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

A. Library Facilities Committee – Buck Bassett.

Moved to adjourn at 8:00 P.M. Carried.

Jane M. Skinner, City Clerk

Harold L. Peterson, Council President

Publish: December 29, 2014

ORDINANCE 1332
CITY OF OGALLALA, NEBRASKA

**AN ORDINANCE AMENDING SECTION 44 OF THE OGALLALA MUNICIPAL
CODE GOVERNING ACCESSORY STRUCTURES.**

WHEREAS, a request has been made to add a section to the Ogallala Municipal Code governing accessory structures; and

WHEREAS, on the 4th day of November, 2014, the Ogallala Planning Commission recommended approval of the request to amend the code; and

WHEREAS, a public hearing before the City Council was held on the 9th day of December, 2014, at 7:00 o'clock P.M. to allow the Council to receive testimony regarding said addition from interested persons.

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

- Section 1. Chapter 44, Zoning Regulations of the Municipal Code of the City of Ogallala, Nebraska, as set forth in Exhibit "A".
- Section 2. Any other ordinance or section passed and approved prior to passage, approval and publication of this ordinance and in conflict with its provisions is repealed.
- Section 3. This ordinance shall take effect and be in full force from and after its passage, approval, and publication as required by law.

Passed and approved this 23rd day of December, 2014.

Harold L. Peterson
Council President

ATTEST:

Jane Skinner, City Clerk

EXHIBIT "A"

**CHAPTER 44
ZONING REGULATIONS
(Excerpt)**

**ARTICLE 4
A-2 AGRICULTURAL RESIDENTIAL DISTRICT**

Section.	
44-401.	Purpose and characteristics.
44-402.	Permitted uses.
44-403.	Special uses.
44-404.	Area, yard, and height requirements.

44-401. Purpose and characteristics.

The (A-2) Agricultural Residential District is intended to provide for low-density acreage residential development in selected areas adjacent or in close proximity to the corporate limits of the City and other developed areas within the City jurisdiction. Generally, these districts are located near urban and built-up areas within reasonable reach of fire protection and hard surfaced roads.

44-402. Permitted uses.

Within the (A-2) Agricultural Residential District, a building or premises shall be used only for the following purposes:

- (1) Agricultural uses, with a maximum of one animal unit per acre.
- (2) One single-family dwelling.
- (3) Manufactured homes which comply with the provisions of section 44-1705.
- (4) Irrigation and flood control projects.
- (5) Public parks and recreational areas.
- (6) Community buildings and/or facilities owned and/or occupied by public agencies.
- (7) Public and/or private schools.
- (8) Customary incidental home occupations in accordance with the provisions of section 44-1603.
- (9) Accessory buildings, structures, or uses subordinate and customarily incidental to and located on the same lot with any of the foregoing uses.
- (10) Major off-street parking facilities in conjunction with all uses in the foregoing list.
- (11) Signs. The following on-premises signs shall be permitted, so long as they do not exceed eight feet in height:
 - (a) Permanent advertising signs identifying the use of the building, structure, or premises. Such signs shall be in harmony with the intended use of the land and the character of the zoning district in which they are to be erected. Said signs shall be limited to the following:

(i) One single sign with a maximum area of four square feet, with the exception that a maximum area of 50 square feet shall be allowed for the uses specified in subsections (2), (3), (4), and (5) above.

(b) One temporary on-site, non-illuminated sign, not to exceed six square feet in area, advertising the sale or rental of the property.

Approval of permits for advertising signs and advertising sign specifications shall conform to section 44-1708.

44-403. Special uses.

The City Council may authorize the following special uses in the (A-2) Agricultural Residential District, but only after receiving the recommendation of the Planning Commission; after a public hearing; and subject to the conditions and protective restrictions set forth in section 44-1503:

- (1) Airports and heliports, including crop-dusting.
- (2) Agricultural service establishments primarily engaged in performing agricultural, animal husbandry, or horticultural services.
- (3) Places of worship such as churches, synagogues, and temples.
- (4) Cemeteries, crematories, mausoleums, and columbaria.
- (5) Child-care centers.
- (6) Radio and television towers and transmitters.
- (7) Recreation camps
- (8) Wind generating systems.
- (9) Kennels.
- (10) Public and private charitable institutions.
- (11) Greenhouses and nurseries of a commercial nature.
- (12) Collection and composting of yard waste.

Statutory reference: Neb RS 71-3101.

44-404. Area, yard, and height requirements for principal buildings.
Minimum area, yard, and height requirements for the (A-2) Agricultural Residential District shall be the following:

- (1) Minimum lot size shall be three acres with not less than 220 feet width.
- (2) Minimum yard requirements shall be the following:
 - (a) Front yard depth: not less than 50 feet.
 - (b) Side yard width: not less than 15 feet.
 - (c) Rear yard depth: not less than 50 feet or 20% of lot depth.
- (3) The maximum height of a non-agricultural building in this district shall be 35 feet.

44-405. Area, yard, and height requirements for an accessory building.
Minimum area, yard, and height requirements for the (A-2) Agricultural Residential District shall be the following:

- (1) Interior lot rear yard depth: 10 feet.
- (2) Interior lot side yard depth 15 feet.
- (3) Corner lot front yard depth: 50 feet.

- (4) Corner lot rear yard depth: 10 feet.
- (5) Corner lot side yard depth: 15 feet.
- (6) Through lot front yard depth: 50 feet.
- (7) Through lot rear yard depth 50 feet.
- (8) Through lot side yard depth 15 feet.
- (9) The maximum height of an accessory building in this district is 18 feet for interior lots 15,000 square feet or less in area. And 15 feet for corner lots 15,000 square feet in area. The building height for said building may increase at an increment of one foot in height for each 1,000 square feet in area for lots over 15,000 square feet in area provided the building does not exceed 35 feet in height.
- (10) An accessory building that is part of or attached to a principal building shall not exceed the area of the principal building.
- (11) Approval of permits for accessory buildings shall conform to 44-1701

ARTICLE 11
R-1 RESIDENTIAL DISTRICT – LOW DENSITY

Section.

- 44-1101. Purpose and characteristics.
- 44-1102. Permitted uses.
- 44-1103. Special uses.
- 44-1104. Area, yard, and height requirements.

44-1101. Purpose and characteristics.

The purpose of the (R-1) Residential District is to establish the general location of single-family, low density residential neighborhoods throughout the Planning Area of the City. Other uses complementary to, but not in conflict with, single-family dwellings are also allowed. However, it is the intent that the R-1 Residential Zone should basically retain the characteristics of a quiet residential area.

44-1102. Permitted uses.

Within the (R-1) Residential District, a building or premises shall be used only for the following purposes:

- (1) Single-family dwellings.
- (2) Manufactured homes which comply with the provisions of section 44-1705.
- (3) Public uses including, but not limited to, public parks, playgrounds, trails, golf courses, recreational uses, fire stations, public elementary and high schools, public utilities and utility distribution systems.
- (4) Churches, Sunday schools, and other places of worship.
- (5) Customary incidental home occupations in accordance with the provisions set forth in section 44-1603.

(6) Accessory buildings, structures, or uses subordinate and customarily incidental to and located on the same lot with any of the foregoing principal uses.

(7) Major off-street parking facilities in conjunction with all uses in the foregoing list.

(8) Signs. The following on-premises signs shall be permitted, so long as they do not exceed eight feet in height:

(a) Permanent advertising signs identifying the use of the building, structure, or premises. Such signs shall be in harmony with the intended use of the land and the character of the zoning district in which they are to be erected. Said signs shall be limited to the following:

(i) One single sign with a maximum area of four square feet, with the exception that a maximum area of 50 square feet shall be allowed for the uses specified in subsections (3), (4), and (5).

(b) One temporary on-site, non-illuminated sign, not to exceed six square feet in area, advertising the sale or rental of the property.

Approval of permits for advertising signs and advertising sign specifications shall conform to section 44-1708.

44-1103. Special uses.

The City Council may authorize the following special uses in the (R-1) Residential District, but only after receiving the recommendation of the Planning Commission; after a public hearing; and subject to the conditions and protective restriction set forth in section 44-1503:

(1) Private clubs; private lodges; private social, recreational, and entertainment facilities; or grounds for games and sports.

(2) Radio or television transmitter stations and telephone exchanges.

(3) Private and/or parochial schools.

(4) Signs, not to exceed a maximum of 50 square feet for private clubs and private lodges.

(5) Day-care facilities and preschools.

(6) Model homes as defined in section 44-104.

44-1104. Area, yard, and height requirements for a principal building.

Minimum area, yard, and height requirements for the (R-1) Residential District shall be the following:

(1) Minimum lot size shall be 7,500 square feet with not less than a 60-foot width and a 125-foot depth.

(2) Minimum yard requirements shall be the following:

(a) Front yard depth: not less than 25 feet.

(b) Side yard width: not less than eight feet.

(c) Rear yard depth: not less than 25 feet.

(3) The maximum height of a building in this district shall be 35 feet.

44-1105. Area, yard, and height requirements for an accessory building.

Minimum area, yard, and height requirements for the (R-1) Residential District shall be the following:

1. Interior lot rear yard depth: 6 feet.
2. Interior lot side yard depth 5 feet.
3. Corner lot front yard depth: 25 feet.
4. Corner lot rear yard depth: 8 feet.
5. Corner lot side yard depth: 6 feet.
6. Through lot front yard depth: 25 feet.
7. Through lot rear yard depth 25 feet.
8. Through lot side yard depth 5 feet.
9. An accessory building shall be constructed entirely behind the furthest rear wall of the principal building on an interior or through lot.
10. The maximum height of an accessory building in this district is 18 feet for interior lots 15,000 square feet or less in area. And 15 feet for corner lots 15,000 square feet in area. The building height for said building may increase at an increment of one foot in height for each 1,000 square feet in area for lots over 15,000 square feet in area provided the building does not exceed 35 feet in height.
11. An accessory building that is part of or attached to a principal building shall not exceed the area of the principal building.
12. Approval of permits for accessory buildings shall conform to 44-1701

ARTICLE 12

R-1S RESIDENTIAL DISTRICT – LOW DENSITY SPECIAL

Section.

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| 44-1201. | Purpose and characteristics. |
| 44-1202. | Permitted uses. |
| 44-1203. | Special uses. |
| 44-1204. | Area, yard, and height requirements. |

44-1201. Purpose and characteristics.

The purpose of the (R-1S) Residential District – Low Density Special is to establish the general location of single-family, low density residential neighborhoods throughout the Planning Area of the City. Other uses complementary to, but not in conflict with, single-family dwellings are also allowed. However, it is the intent that the R-1S Residential Zone should basically retain the characteristics of a quiet residential area.

44-1202. Permitted uses.

Within the (R-1S) Residential District – Low Density Special, a building or premises shall be used only for the following purposes:

- (1) Single-family dwellings.
- (2) Manufactured homes which comply with the provisions of section 44-1705.

- (3) Public uses including, but not limited to, public parks, playgrounds, trails, golf courses, recreational uses, fire stations, public schools, public utilities and utility distribution systems.
- (4) Churches, Sunday schools, and other places of worship.
- (5) Customary incidental home occupations in accordance with the provisions of section 44-1603.
- (6) Accessory buildings, structures, or uses subordinate and customarily incidental to and located on the same lot with any of the foregoing principal uses.
- (7) Major off-street parking facilities in conjunction with all uses in the foregoing list.
- (8) The keeping of one head of roping stock for each saddle horse and livestock other than saddle horses and roping stock under the following conditions:
 - (a) A minimum area of 3,000 square feet shall be required for each horse and each head of roping stock in addition to the minimum lot size for the district.
 - (b) For livestock other than horses, only one animal per member of each family occupying each residence will be permitted; provided, an area of 3,000 square feet per animal is required.
- (9) Signs. The following on-premises signs shall be permitted, so long as they do not exceed eight feet in height:
 - (a) Permanent advertising signs identifying the use of the building, structure, or premises. Such signs shall be in harmony with the intended use of the land and the character of the zoning district in which they are to be erected. Said signs shall be limited to the following:
 - (i) One single sign with a maximum area of four square feet, with the exception that a maximum area of 50 square feet shall be allowed for the uses specified in subsections (3), (4), and (5).
 - (b) One temporary on-site, non-illuminated sign, not to exceed six square feet in area, advertising the sale or rental of the property.Approval of permits for advertising signs and advertising sign specifications shall conform to section 44-1708.

44-1203. Special uses.

The City Council may authorize the following special uses in the (R-1S) Residential District – Low Density Special, but only after receiving the recommendation of the Planning Commission; after a public hearing; and subject to the conditions and protective restrictions set forth in section 44-1503:

- (1) Private clubs, private lodges, private social, recreational, and entertainment facilities, or grounds for games and sports.
- (2) Radio or television transmitter stations and telephone exchanges.
- (3) Private and/or parochial schools.
- (4) Signs, not to exceed a maximum of 50 square feet for private clubs and private lodges.
- (5) Day-care facilities and preschools.
- (6) Model homes as defined in section 44-104.
- (7) Utility structures of non-commercial use.

44-1204. Area, yard, and height requirements for a principal building.
Minimum area, yard, and height requirements for the (R-1S) Residential District – Low Density Special shall be the following:

- (1) Minimum lot size shall be 6,000 square feet with a minimum width of 60 feet and a minimum depth of 100 feet.
- (2) Minimum yard requirements shall be the following:
 - (a) Front yard depth: not less than 25 feet.
 - (b) Side yard depth: not less than eight feet.
 - (c) Rear yard depth: not less than 25 feet.
- (3) The maximum height of a building in this district shall be 35 feet.

44-1205. Area, yard, and height requirements for an accessory building.
Minimum area, yard, and height requirements for the (R-1S) Residential District – Low Density Special shall be the following:

- (1) Interior lot rear yard depth: 6 feet.
- (2) Interior lot side yard depth 5 feet.
- (3) Corner lot front yard depth: 25 feet.
- (4) Corner lot rear yard depth: 8 feet.
- (5) Corner lot side yard depth: 6 feet.
- (6) Through lot front yard depth: 25 feet.
- (7) Through lot rear yard depth 25 feet.
- (8) Through lot side yard depth 5 feet.
- (9) An accessory building shall be constructed entirely behind the furthest rear wall of the principal building on an interior or through lot.
- (10) The maximum height of an accessory building in this district is 18 feet for interior lots 15,000 square feet or less in area. And 15 feet for corner lots 15,000 square feet in area. The building height for said building may increase at an increment of one foot in height for each 1,000 square feet in area for lots over 15,000 square feet in area provided the building does not exceed 35 feet in height.
- (11) The area of an accessory building that is part of or attached to a principal building shall not exceed the area of the principal building.
- (12) Approval of permits for accessory buildings shall conform to 44-1701

ARTICLE 13

R-2 RESIDENTIAL DISTRICT – MEDIUM DENSITY

Section.

- | | |
|----------|--------------------------------------|
| 44-1301. | Purpose and characteristics. |
| 44-1302. | Permitted uses. |
| 44-1303. | Special uses. |
| 44-1304. | Area, yard, and height requirements. |

44-1301. Purpose and characteristics.

7.A.

The purpose of the (R-2) Residential District – Medium Density is to provide for single-and multiple-family living, but also to afford flexibility for the establishment of uses, other than residential, that are not detrimental to the overall intent of the residential neighborhood. This zone, although it accommodates both residential and semi-commercial uses, is not a business zone since the overall consideration is for residential habitation and transcending into a two- or multiple-family high density district.

44-1302. Permitted uses.

Within the (R-2) Residential District – Medium Density, a building or premises shall be used only for the following purposes:

- (1) Single-family dwellings.
- (2) Two-family dwellings.
- (3) Manufactured homes which comply with the provisions of section 44-1705.
- (4) Multi-family dwellings.
- (5) Rooming and boarding houses not intended as tourist accommodations.
- (6) Public uses including, but not limited to, public parks, playgrounds, trails, golf courses, recreational uses, fire stations, public schools, public utilities and utility distribution systems.
- (7) Hospitals, convalescent or nursing homes, and medical clinics, excluding veterinary hospitals and mental institutions.
- (8) Churches, Sunday schools, and other places of worship.
- (9) Customary incidental home occupations in accordance with the provisions of section 44-1603.
- (10) Accessory buildings, structures, or uses subordinate and customarily incidental to and located on the same lot with any of the foregoing principal uses.
- (11) Public and private off-street parking facilities as an integral design feature in the development of any of the above-listed uses.
- (12) Signs. The following on-premises signs shall be permitted, so long as they do not exceed eight feet in height:
 - (a) Permanent illuminated or non-illuminated advertising signs identifying the use of the building, structure, or premises. Such signs shall be in harmony with the intended use of the land and the character of the zoning district in which they are to be erected. Said signs shall be limited to the following:
 - (i) One single sign with a maximum area of four square feet, with the exception that a maximum area of 50 square feet shall be allowed for the uses specified in sections (4), (5), (6), (7), (8), and (9).
 - (b) One temporary on-site, non-illuminated sign, not to exceed six square feet in area, advertising the sale or rental of the property.
- (13) Townhouses.

44-1303. Special uses.

The City Council may authorize the following special uses in the (R-2) Residential District – Medium Density, but only after receiving the

recommendation of the Planning Commission; after a public hearing; and subject to the conditions and protective restriction set forth in section 44-1503:

- (1) Private clubs, private lodges, private social, recreational, and entertainment facilities, or grounds for games and sports.
- (2) Radio or television transmitter stations or telephone exchanges.
- (3) Mortuary or funeral homes.
- (4) Medical clinics, where part of a civic center.
- (5) Private and/or parochial schools.
- (6) Day-care facilities and preschools.
- (7) On-premises signs, not to exceed a maximum of 50 square feet for private clubs and private lodges.
- (8) Model homes as defined in section 44-104.
- (9) Professional offices and establishments.
- (10) Barber and beauty shops.
- (11) Utility structures of non-commercial use.

44-1304. Area, yard, and height requirements for a principal building.
Minimum area, yard, and height requirements for the (R-2) Residential District – Medium Density shall be the following:

- (1) Minimum lot size shall be 6,000 square feet with not less than a 60-foot width and a 100-foot depth.
- (2) Minimum yard requirements shall be the following:
 - (a) Front yard depth: not less than 25 feet.
 - (b) Side yard width: not less than eight feet.
 - (c) Rear yard depth: not less than 25 feet.
- (3) The maximum height of a building in this district shall be 35 feet.
- (4) These requirements are applicable to single-family, two-family, and multi-family dwellings alike, with the following exceptions:
 - (a) Minimum lot size for a duplex shall be 3,000 square feet per family dwelling unit.
 - (b) Minimum lot size for a multi-family dwelling shall be 2,500 square feet per family dwelling unit.

44-1305. Area, yard, and height requirements for an accessory building.
Minimum area, yard, and height requirements for the (R-2) Residential District – Medium Density shall be the following:

- (1) Interior lot rear yard depth: 6 feet.
- (2) Interior lot side yard depth 5 feet.
- (3) Corner lot front yard depth: 25 feet.
- (4) Corner lot rear yard depth: 8 feet.
- (5) Corner lot side yard depth: 6 feet.
- (6) Through lot front yard depth: 25 feet.
- (7) Through lot rear yard depth 25 feet.
- (8) Through lot side yard depth 5 feet.

- (9) An accessory building shall be constructed entirely behind the furthest rear wall of the principal building on an interior or through lot.
- (10) The maximum height of an accessory building in this district is 18 feet for interior lots 15,000 square feet or less in area. And 15 feet for corner lots 15,000 square feet in area. The building height for said building may increase at an increment of one foot in height for each 1,000 square feet in area for lots over 15,000 square feet in area provided the building does not exceed 35 feet in height.
- (11) The area of an accessory building that is part of or attached to a principal building shall not exceed the area of the principal building.
- (12) Approval of permits for accessory buildings shall conform to 44-1701

ARTICLE 14
R-3 RESIDENTIAL DISTRICT – HIGH DENSITY

- Section.
- 44-1401. Purpose and characteristics.
 - 44-1402. Permitted uses.
 - 44-1403. Special uses.
 - 44-1404. Area, yard, and height requirements.

44-1401. Purpose and characteristics.

The purpose of the (R-3) Residential District – High Density is to provide for the use of land for mobile home courts and individually owned lots in mobile home courts or single and multiple-family living. Other uses complementary to, but not in conflict with, single and multiple-family living are also allowed. It is, however, the intent that the R-3 District should basically retain the characteristics of a quiet residential area.

44-1402. Permitted uses.

Within the (R-3) Residential District – High Density, a building or premises shall be used only for the following purposes:

- (1) Single-family dwellings.
- (2) Two-family dwellings.
- (3) Multi-family dwellings.
- (4) Manufactured homes which comply with the provisions of section 44-1705.
- (5) Public uses including, but not limited to, public parks, playgrounds, trails, golf courses, recreational uses, fire stations, public schools, public utilities and utility distribution systems.
- (6) Churches, Sunday schools, and other places of worship.
- (7) Customary incidental home occupations in accordance with the provisions of section 44-1603.
- (8) Accessory buildings, structures, or uses subordinate and customarily incidental to and located on the same lot with any of the foregoing principal uses.
- (9) Major off-street parking facilities in conjunction with all uses in the foregoing list.

(10) Signs. The following on-premises signs shall be permitted, so long as they do not exceed eight feet in height:

(a) Permanent advertising signs identifying the use of the building, structure, or premises. Such signs shall be in harmony with the intended use of the land and the character of the zoning district in which they are to be erected. Said signs shall be limited to the following:

(i) One single sign with a maximum area of four square feet, with the exception that a maximum area of 50 square feet shall be allowed for the uses specified in subsections (4), (5) and (6).

(b) One temporary on-site, non-illuminated sign, not to exceed six square feet in area, advertising the sale or rental of the property.

Approval of permits for advertising signs and advertising sign specifications shall conform to section 44-1708.

(11) Townhouses.

44-1403. Special uses.

The City Council may authorize the following special uses in the (R-3) Residential District – High Density, but only after receiving the recommendation of the Planning Commission; after a public hearing; and subject to the conditions and protective restriction set forth in section 44-1503:

(1) Private clubs, private lodges, private social, recreational, and entertainment facilities, or grounds for games and sports.

(2) Radio or television transmitter stations and telephone exchanges.

(3) Private and/or parochial schools.

(4) Mobile home parks.

(5) Vehicle storage facilities.

(6) Day-care facilities and preschools.

(7) Signs, not to exceed a maximum of 50 square feet for private clubs and private lodges.

(8) Model homes as defined in section 44-104.

(9) Utility structures of non-commercial use.

44-1404. Area, yard, and height requirements for a principal building.

Minimum area, yard, and height requirements for the (R-3) Residential District – High Density shall be the following:

(1) Minimum lot size shall be 5,000 square feet with a minimum width of 50 feet and a minimum depth of 100 feet.

(2) Minimum yard requirements shall be the following:

(a) Front yard depth: not less than 20 feet.

(b) Side yard depth: not less than five feet.

(c) Rear yard depth: not less than 15 feet.

(3) The maximum height of a building in this district shall be 35 feet.

(4) These requirements are applicable to single-family, two-family, and multi-family dwellings alike, with the following exceptions:

(a) Minimum lot size for a two-family dwelling shall be 2,500 square feet per family dwelling unit.

(b) Minimum lot size for a multi-family dwelling shall be 2,000 square feet per family dwelling unit.

44-1405. Area, yard, and height requirements for an accessory building.
Minimum area, yard, and height requirements for the (R-3) Residential District – High Density shall be the following:

- (1) Interior lot rear yard depth: 6 feet.
- (2) Interior lot side yard depth 5 feet.
- (3) Corner lot front yard depth: 20 feet.
- (4) Corner lot rear yard depth: 5 feet.
- (5) Corner lot side yard depth: 6 feet.
- (6) Through lot front yard depth: 20 feet.
- (7) Through lot rear yard depth 20 feet.
- (8) Through lot side yard depth 5 feet.
- (9) An accessory building shall be constructed entirely behind the furthest rear wall of the principal building on an interior or through lot.
- (10) The maximum height of an accessory building in this district is 18 feet for interior lots 15,000 square feet or less in area. And 15 feet for corner lots 15,000 square feet in area. The building height for said building may increase at an increment of one foot in height for each 1,000 square feet in area for lots over 15,000 square feet in area provided the building does not exceed 35 feet in height.
- (11) The area of an accessory building that is part of or attached to a principal building shall not exceed the area of the principal building.
- (12) Approval of permits for accessory buildings shall conform to 44-1701

44-1701. Area, yard, and height requirements.

(1) Lot of record. Where the owner of a lot of official record in any district prior to November 8, 1967, or his or her successor in title does not own sufficient contiguous land to enable him or her to conform to the minimum lot size requirements of this chapter, such lot may be used as a building site provided that said lot requirements are not reduced below the minimums specified in this chapter by more than 20%. If, however, the owner of two or more adjoining lots with insufficient land dimensions decides to build on or sell said lots, he or she must first combine said lots to comply with the dimensional requirements of the chapter. Any lot requiring dimensional variances below the 20% minimum set forth in this section may request a variance of the Board of Adjustment.

(2) Setbacks. The front yard depth requirements of this chapter for dwellings shall not apply to any lot where the average setback of existing buildings located wholly or partially within 100 feet on either side of the proposed dwelling is less than the minimum required front yard depth; provided, said buildings are on the same side of the same block, in the same use district, and fronting on the same street as said lot. In such case the setback on the lots may be less than the required setback, but not less than the

average of the existing setbacks on the aforementioned lots, or a distance of ten feet from the street right-of-way line, whichever is greater.

(3) Side yard. The required side yard setback shall be maintained on each side of a dwelling, but such setback may be reduced to 10% of the lot width on lots of less than 60 feet in width; provided, however, that no setback be less than five feet. For the purpose of side yard regulation, a two-family or multiple-family dwelling shall be considered as one building occupying one lot. An accessory building or addition to an accessory building to be constructed in the rear yard area shall be no closer than ~~two feet to the side yard lot line nor~~ five feet from the main structure nor two feet from any other accessory building on that lot. Attached garages are considered as part of the principal building and must comply with all minimum yard requirements. Carports, with a minimum of three open sides, no walls, may be constructed with a minimum of five feet side yard setback. Carports with a minimum of three open sides, no walls, may be constructed with a minimum of two feet side yard setback if said carport is constructed of noncombustible materials and detachable from the principal residence. For the purposes of this section, detachable shall mean that the carport has a separate roof which can be removed without structural modification of the adjoining residence.

(4) Rear yard depth. The required rear yard for a principal building may be reduced to 20% of the depth of the lot on any lot not exceeding 100 feet in depth. An accessory building may be built within a required rear yard when ~~located at least six feet from the rear lot line and when~~ occupying not more than 30% of the area of such the required rear yard.

(5) Height limitations. The height limitations of this chapter shall not apply to chimneys, cooling or water towers, elevators, bulkheads, fire towers, monuments, stacks, storage towers, tanks, spires, church steeples, radio towers, or necessary mechanical apparatus, except as otherwise provided in the vicinity of airports.

Statutory reference: Neb. RS 19-901

Historical reference: Am. Ord. 1044, passed 10-22-96

City of Ogallala

Update to the Comprehensive Plan

Energy Element

As required by LB 997

& Nebraska Reissue Revised Statutes 15-1102, 19-903, and 23-114.02



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Energy Element

INTRODUCED to the Legislature in 2010, LB997 required all municipalities (with the exception of Villages) to adopt an Energy Element into a new or existing Comprehensive Plan by January 1, 2015. The Bill amended Sections 15-1102, 19-903, and 23-114.02 Reissue Revised Statutes of Nebraska.

The Energy Element of LB997 suggested that:

- it be a tool for reducing energy use;
- a way for communities to save money on energy;
- an opportunity to eliminate barriers to energy efficiency; and
- an opportunity to increase energy independence.

The requirements of the Energy Element of LB997 include:

- accessing the energy infrastructure;
- assessing the energy use by sector (residential, commercial and industrial);
- evaluate the utilization of renewable energy resources; and
- promotion of energy conservation measures that benefit the community.

Before we can move forward to access the bullet point requirements of LB997, we must take a look at where we are today in terms of residential, commercial, and industrial components.

ENERGY USE BY SECTOR

Residential

Information released in March of 2013 from the U.S. Energy Information Administration, through a Residential Energy Consumption Survey (RECS) shows that U.S. homes built in 2000 and later consume only 2% more energy on average than homes built prior to 2000, despite being on average 30% larger. The RECS also determined that the energy consumption in homes has remained relatively stable for many years as increased energy efficiency has offset the increase in the number and average size of housing units. Newer homes tend to feature better insulation and other characteristics, such as double-pane windows, that improve the building envelope. In existing homes, square footage typically stays fixed over the life of a home; it is a characteristic that is expensive, even impractical to alter to reduce energy consumption in an existing structure.

Additional information released in the March 2013 RECS report indicates that for decades, space heating and cooling accounted for more than half of all residential energy consumption. The RECS show that 48% of

energy consumption in 2009 was for heating and cooling, down from 58% in 1993. The Energy Information Administration works with technology experts to project the cost and efficiency of future heating, ventilation, and air-conditioning, (HVAC), lighting and other major end-use equipment rather than developing residential and commercial technology projects in-house. Over the past three decades, the share of residential electricity used by appliances and electronics in homes has nearly doubled. This rise has occurred while federal energy efficiency standards were enacted on every major appliance, overall household energy consumption actually decreased from 10.58 quads to 10.55 quads, and energy use per household fell 31%.

Except in the temperate climate regions along the West Coast, air conditioners (AC) are now standard equipment in most U.S. homes. As recently as 1993, only 68% of all occupied housing units had AC. The latest results from the 2009 Residential Energy Consumption Survey (RECS) show that 87% of U.S. households are now equipped with AC. This growth occurred among all housing types and in every Census region. Wider use has coincided with much improved energy efficiency standards for AC equipment, a population shift to hotter and more humid regions, and a housing boom during which average housing sizes increased.

The U.S. Department of Energy reports that energy consumption in homes derives primarily from two sources: natural gas and electricity. Nationwide, 58% of the approximately 110 million households heat with natural gas because it is historically the cheapest fuel for home heating. For these homes, natural gas is used for space heating and domestic hot water, and electricity is used for appliances and air conditioning. In Nebraska, natural gas is widely available in municipalities. However, many rural homes do not have natural gas pipelines nearby, so they heat with other sources such as electricity, propane, heating oil, and increasingly, solar energy. The Energy Office estimates that 68% of Nebraska homes utilize natural gas for heating with a comparison of 18% using electricity to heat homes.

Commercial

According to the Nebraska Energy Office (NEO), the commercial sector consists of non-manufacturing business establishments. Included are hotels, motels, restaurants, wholesale businesses, retail stores, laundries, and other service enterprises; health, social, and educational institutions; and federal, state, and local governments. Streetlights, pumps, bridges, and public services are also included. Examples of common uses of energy in the commercial sector include space heating, water heating, refrigeration, air conditioning, and cooking.

From 2010 to 2011, NEO reported that commercial sector net energy use decreased 2.3 percent to 66.6 trillion Btu's statewide. Total energy use in the sector decreased 3.8 percent to 135.8 trillion Btu. Petroleum use decreased 6.1 percent although it comprises only 3.2 percent of the energy used by the commercial sector. Renewable energy use decreased 40 percent and electricity use decreased 4.1 percent from 2010 while natural gas use increased 1.1 percent.

In 2011, almost all (96 percent) of the commercial sector's energy needs were met by natural gas and electricity. Petroleum products made up 3.2 percent of the energy consumed in the commercial sector, and 1.1 percent was renewable energy.

Industrial

According to the US Department of Energy Nebraska industries are growing faster than energy consumption in the industrial sector. In other words, the industrial sector of the Nebraska economy is becoming less energy intensive over time. Electricity use in industry is growing faster than total energy use in the industrial sector. Electricity is the fastest growing fraction of the energy economy in all sectors, including industry.

The State and Local Energy Efficiency Action Network, reports that industry is a key energy-using sector in the United States and accounted for about one-third of the nation's total primary energy consumption in 2012. Efforts to capture more of the potential energy savings in industry at the state level have grown in recent years as energy efficiency programs that capture cost-effective savings continue to be created and expanded.

ASSESSING THE ENERGY INFRASTRUCTURE

Electrical

The City of Ogallala, is provided retail electric service by Nebraska Public Power (NPPD). The Ogallala distribution has a 34.5 kV ring bus to which two 34.5/4.16 kV substations and three 34.5/12.5 kV substations are connected. The ring bus can be fed from three sources of power. Two sources include Western Area Power Association (WAPA) 115/34.5 kV substations located just south of Ogallala and north and west of Brule. The third source is a 34.5 kV line to NPPD's 230/115/34.5 kV substation located just south of Ogallala. The power complex, located south of Ogallala, consists of 115/34.5 kV substation owned by Tri-State G & T, and a 230/115/34.5 kV substation owned by NPPD. This complex is tied into the statewide grid system by means of 115,000 volt and 345,000 volt transmission lines. NPPD and the City have had a long standing franchise agreement in providing quality service and electrical energy to local residents and businesses.

In assessing the infrastructure, it should be noted that NPPD owns all the power poles and electrical distribution lines within the municipal limits of Ogallala. That being said, the City is not financially responsible in the event of major natural disaster for replacement of lines and poles but rather NPPD. In the franchise agreement, the residents are not only charged for kilowatt hours of electrical usage but a rated fee for capital improvements, maintenance and repairs of the existing electrical infrastructure.

The table on the following page provides information as to the electrical energy use per sector in Ogallala over the past five-year reporting period.

Ogallala	2009	2010	2011	2012	2013
Commercial Electric Sales	26,407,278	26,462,833	27,328,691	27,126,264	27,995,591
Industrial	2,873,160	3,104,760	3,097,560	2,949,960	2,997,960
Municipal Pumping	1,078,192	1,078,968	1,119,324	1,239,615	1,190,538
Other Municipal	3,199,942	3,299,310	3,190,040	3,253,608	3,287,763
Public Street & Hwy Lighting	818,940	818,240	817,285	817,920	815,965
Rural Commercial	501,281	576,223	686,124	786,104	827,460
Rural Irrigation	2,150,195	2,365,724	2,466,094	5,451,912	3,920,230
Rural Residential	2,143,754	2,191,081	2,118,785	1,828,992	1,999,459
Urban Residential Electric Sales	30,359,904	30,377,858	30,783,676	28,672,474	30,252,433
Total	69,532,646	70,274,997	71,607,579	72,126,849	73,287,399

Natural Gas

Natural gas is supplied to Ogallala by SourceGas Distribution LLC, through 12-inch and 16-inch transmission pipelines with an operating pressure of approximately 800 to 1,000 pounds per square inch. Natural gas flows through two pipes down the Platte Valley which are owned and operated by gas provider Tall Grass. SourceGas owns and operates the local infrastructure and provides all of the maintenance and repairs to the current system. The system is required to be inspected every other year by the Nebraska State Fire Marshall. Currently there is adequate gas capacity to meet current needs. The City of Ogallala has a franchise agreement in place with Source Gas. Again, the City is not financially responsible in the event of major natural disaster for replacement of distribution lines but rather SourceGas.

In the event of new industry is developed, close attention should be taken to assure that there will be adequate natural gas due to the increased capacity of usage. The provider was not able to provide sector usage amounts.

LP Gas

According to the local service providers, there are very limited instances of residential usage of LP gas within the municipal limits of Ogallala. There is no usage of LP Gas by the commercial or the industry sector as reported by the service providers.

RENEWABLE ENERGY OPTIONS

Renewable energy is generally defined as energy that comes from resources which are naturally replenished on a human timescale such as sunlight, wind, rain, tides, waves, and geothermal heat. Renewable energy replaces conventional fuels in four distinct areas; electricity generation, hot water/space heating, motor fuels, and rural (off-grid) energy services.

Wind power, solar energy, and geothermal energy may be considered the forerunners of renewable energy in the coming years for municipal residential use within the region. Small wind turbines have capacity ratings from 1 to 100 kilowatts (kW) and can produce power for a residential homes, farm, small business, school or campus.

According to Windustry.org, the potential for wind energy is immense and experts suggest that wind power can easily supply more than 20% of U.S. electricity. Advantages of wind energy include revitalizing rural economies, free fuel, price stability, cost-effective energy production, energy independence, conserves and keeps water clean, provides clean air, and negligible greenhouse gases. The Department of Energy advises that small wind electric systems can lower your electricity bills by 50%-90%. Disadvantages include being a variable resource where electricity is only produced when the wind blows, aesthetics, shadow flicker sound, biological resource impacts, and upfront costs are high. Although wind turbines have become familiar in much of the U.S., wind power still (2013) only accounts for about 4% of the power sector.

Currently, there are no wind turbines (commercial or residential) located within the municipal limits of Ogallala. According to the Planning and Zoning Administrator. These installations are governed by City zoning ordinance and within its zoning jurisdiction. They are allowed by special exception in A-2 (Agricultural Residential District) zones only. An electrical permit is required to wire it into domestic systems.

In an article by Nebraskans for Solar.org., they advise that solar energy accounts for less than 1/2 of 1% of electricity production in our state. In 2011, the International Energy Agency said that "the development of affordable, inexhaustible and clean solar energy technologies may have potential longer-term benefits. It will increase the country's energy security through reliance on an indigenous, inexhaustible and mostly import-dependent resource, enhance sustainability, reduce pollution, lower the cost of mitigating climate change, and keep fossil fuel prices lower than otherwise". A solar air system, used primarily for daytime space heating and secondarily for domestic hot water, is the least expensive of the three types of solar systems and also provides an excellent auxiliary energy source. Pros of solar energy, according to Clean Energy Ideas.com, is installing

solar panels on rooftops, which eliminates the problem of finding the required space for solar panel placement. Another potential benefit of solar energy is the cost. Although the initial investment of solar cells may be high, once installed, they provide a free source of electricity, which will pay off over the coming years. The use of solar energy to produce electricity allows the user to become less dependent on the world's fossil fuel supplies. Clean Energy Ideas.com also provides information regarding the major con of solar energy – which they concur is the initial cost of solar cells. Currently, prices of highly efficient solar cells can be above \$1000, and some households may need more than one. This makes the initial installation of solar panels very costly. Solar energy is only able to generate electricity during daylight hours. This means for around half of each day, solar panels are not producing energy for your home, and the weather can affect the efficiency of solar cells. According to the Ogallala Planning and Zoning Administrator there are a limited number of solar energy panels installed in the community, and none in operation. The City has not adopted a solar energy code.

In an article published by Working for Nebraska.org, they advise that currently, a technically feasible and economical means to store large amounts of electricity does not exist. There are no large battery systems capable of storing excess capacity for a later time when that power is needed.

According to Energy.gov, geothermal energy utilized through heat pumps are able to heat, cool, and if so equipped, supply the home with hot water. Some models are available with two-speed compressors and variable fans for more comfort and energy savings. Relative to air-source heat pumps, they are quieter, last longer, need little maintenance, and do not depend on the temperature of the outside air. Although the installation price of a geothermal system can be several times that of an air-source system of the same capacity, the additional costs are returned to the homeowner in energy savings in 5 to 10 years. System life is estimated at 25 years for the inside components and 50+ years for the ground loop. The heat pump systems generally are installed during new construction activities.

Before considering any renewal energy options, please contact the Planning and Zoning Administrator of the City of Ogallala to obtain the appropriate permits (if applicable). In some cases renewable energy conversion and upgrades to energy efficient systems does come with funding opportunities and incentives. The Nebraska Energy Office, Nebraska Public Power, as well as the United States Department of Agriculture RD can provide current information on incentives and loan programs to assist with conversions.

ENERGY CONSERVATION MEASURES

Energy conservation is one of the easiest things individuals and communities can do to reduce our carbon footprint and help to mitigate climate change. Each action step we take, large and small, enables us to use energy more efficiently and sparingly and to save money. It is cost-effective to make our homes and businesses as energy efficient as possible. Homeowners, business owners, as well as industry should put together and follow an energy conservation plan. The following is a list of energy conservation measures that individuals can put into place.

- **Lighting**
 - Switch light bulbs to light-emitting diode (LED) lamps
 - Turn off lights in unoccupied rooms
 - Use natural light whenever possible
 - Focus lighting on tasks, using a lamp rather than an overhead lighting fixture that requires several bulbs
 - Turn of lights in unoccupied rooms
 - Use outdoor solar lighting
- **Appliances**
 - Replace old appliances with energy-efficient (Energy Star) models
 - Appliances that are manufactured today are typically much more efficient. As appliances age, their efficiency decreases. Knowing the age and life expectancy of your appliances can help with energy efficiency
 - Plug home electronics into power strips and turn the power strips off when the equipment is not being used
 - Cook with small appliances when possible
 - Run your dishwasher when fully loaded
 - Use the “air dry” setting
 - Select the shortest cycle that properly cleans your dishes
 - Set your refrigerator temperature between 36 °F and 42 °F and the freezer between -5 °F and +6 °F
- **Air Leaks**
 - Plug air leaks in homes and businesses
 - Weather-strip attic access door
 - Seal around the plumbing stack(s)
 - Seal around the chimney using a high temperature and metal flashing where necessary
 - Seal all other holes between the heated space and the attic
 - Check weather-stripping on windows and doors
 - Install foam gasket on all wall outlets and switches, and use child safety plugs backed with gasket punch-outs to keep the cold air from coming through the sockets
 - Caulk along baseboards with a clear sealant
 - Insulate attic access door by attaching extruded (pink or blue) foam insulation to the backside
 - When unable to replace an inefficient window, install plastic over the inside of the window. If you desire something more permanent than plastic, install an interior storm window
 - Replace broken glass and any loose caulking on windows

- Replace your old leaky windows with energy efficient low-e windows. Use low expanding foam around the new window woodwork, caulk where the frame meets the wall and all other joints in the window woodwork with a clear sealant
- Replace old warped entry doors with a new insulated door
- Caulk around all penetrations such as telephone, cable, gas, dryer vents, electrical outlets, water faucets, etc.
- Caulk around window and doorframes
- If you have combination storms, caulk around the storm windows where the metals meet the window frame. If you have wooden storms that must be exchanged for screens in the summer, use rope caulk to seal around the storm
- Install storm windows on all single-glazed windows
- Install storm doors where you have none
- Seal the band joist with caulk or foam
- Seal any holes in the foundation wall with caulk or foam sealant
- Caulk around the basement windows
- **Thermostats and Fans**
 - Install a programmable thermostat
 - Set your thermostat as high as comfortably possible in the summer. The smaller the difference between the indoor and outdoor temperature, the lower your overall cooling bill will be. With a programmable thermostat you can keep your house warmer than normal when you are away
 - A ceiling fan will allow you to raise the thermostat setting about 4° F with no reduction in comfort
 - Turn off fans when not in use, fans cool people – not rooms
 - In hot weather, use shades, drapes, or other window coverings on the south and west-facing windows to keep out excess heat
 - During cold weather, instead of adjusting the thermostat, put on a sweater or jacket and keep throw blankets handy. Put extra covers on beds as needed
 - In the winter open curtains or shades on south-facing windows to allow sunlight to warm your home. Close them at night to keep the heat in
 - Use fans and ventilation strategies to cool your home
 - Use vented kitchen and bathroom fans in order to remove heat and humidity from the home
- **Laundry**
 - Hang laundry on a drying rack or clothes line
 - Wash your clothes in cold or warm water
 - Keep dryer vent screens lint free

- Adjust the water level on your washer according to load size
- **Insulation and caulking**
 - Insulate the attic to R-49
 - Attic vents need to be unobstructed and open to provide adequate air ventilation
 - Caulk electrical wire penetrations at the top of the interior walls and wires into ceiling fixtures
 - If you are re-siding, consider adding 3/4" to 1 1/2" foam insulation with taped seams
- **Air Conditioners, Furnaces, and Fireplaces**
 - If you have a room window air conditioner, remove it for the winter or seal it up and insulate it
 - Install a new high efficiency air conditioner
 - Install a new high efficiency furnace
 - Change the filters regularly in your heating and cooling systems
 - If you have a wood burning fireplace check to make sure the damper is closed tightly when not in use
 - Install tight fitting glass doors on the fireplace and/or make a decorative insulated cover for it
 - Install a top sealing fireplace damper
 - Provide outside air for fireplace combustion
- **Crawl Space**
 - If you have a crawl space, place a layer of plastic on the dirt floor. Insulate the walls by hanging fiberglass batts down them and out two feet onto the floor
- **Water Heaters**
 - Install an Energy Star rated hot water heater
 - Install a manufactured hot water heater blanket to your hot water heater
 - Set your water heater at 120° or 130° when at home, and the lowest setting when away

The Commercial and Industrial sectors are able to use the above energy saving information (as applicable) to their businesses. In addition, closing overhead doors during in the winter, installing vinyl door liners on shipping doors or other energy escaping areas, shutting down lighting and machines when not in operation, and lowering thermostats when possible.

The best energy conservation checklists or plans are not static but are subject to revision as we discover more information and tips and learn about new and innovative energy-efficiency products and practices. Millions of American's today are changing the ways they think about and use energy, which is having a profound impact on local economies all across the nation.

Sources

LB997

Nebraska Public Power District

SourceGas

Farmers Cooperative

Sapp Brothers Petroleum

City of Ogallala, Planning and Zoning

Energy.gov

Nebraskans for Solar.org

Clean Energy Ideas

Wind Industry.org

U.S. Department of Energy

Ogallala Community Facts 2012

U.S Energy Information Administration

SEE Action

Wikipedia

Working for Nebraska.org

Windustry.org

Clean Energy Ideas.com

Home Renovations.com

REQUEST FOR BIDS

The City of Ogallala will be receiving bids until 2:00 P.M. Mountain Time on January 15, 2015 for a 2015 Police Pickup.

Specifications may be obtained at the City Clerk's office.

Bids for this project should be enclosed in a sealed envelope, marked "2015 Police Pickup" and returned to: Jane Skinner, Ogallala City Clerk; 411 East 2nd Street; Ogallala, Nebraska 69153, prior to the above date and time.

The City reserves the right to reject any or all bids and to waive any informality in the bids received.

Dated this 23rd day of December 2014.

Jane M. Skinner, City Clerk

PUBLISH: December 29, 2014
 January 5, 2015
 January 12, 2015



SPECIFICATIONS FOR BID OF 2015 POLICE PICKUP

Midsize Crew Cab Pickup

1. Midsize Crew Cab Pickup including, but not limited to the following:
 - **No V8's. We are looking for mileage more than speed and towing capabilities.**
 - Pickup with four doors.
 - Full sized box or short box.
 - Four wheel drive.
 - Heavy duty suspension, if not included with 4WD package.
 - Minimum 120 amp – 12 volt alternator.
 - Minimum 600 CCA battery.
 - E85 capabilities
2. Color: Exterior: Black or Silver
Interior: Dark Color
3. Seats: Front bucket seats with heavy-duty cloth or vinyl fabric.
4. Cooling: Air Conditioning.
5. Transmission: Automatic transmission with Overdrive.
6. Steering Wheel: Adjustable tilt.
7. Cruise Control.
8. Steering: Power steering or electronic steering.
9. Brakes: Four wheel anti-lock.
10. Tires: Steel belted black wall radial.
11. Radio: AM/FM/CD
12. Locks: Power door.
13. Windows: Power with window lockout.
14. Mirrors: Dual electric remote.
15. Wipers: Intermittent.
16. Floor mat: Vinyl front and rear.
17. Bumper: Rear step-bumper with tow package.
18. Key: Must have a keyless entry system.
19. Tow Hooks: Front

Individual specifications may be waived or altered if necessitated by availability, applicability, etc.



Exhibit B

City of: Ogallala

Date: 11/14/14

Surface Maintenance

From Exhibit "C", it is determined that the State's responsibility for surface maintenance within the City limits is 8.84 lane miles. Pursuant to Sections 1c, 8b, 8d of the Agreement and to Exhibit "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$1,900.00 per lane mile for performing the surface maintenance on those lanes listed on Exhibit "C".

Amount due the City for surface maintenance:
8.84 lane miles x \$1900.00 per lane mile = \$16,796.00.

Snow Removal

From Exhibit "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Exhibit "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$ _____ per lane mile for performing snow removal on those lanes listed on Exhibit "C".

Amount due the State for snow removal:
_____ lane miles x \$ _____ per lane mile = \$ _____

Other (Explain)

7.D



AGREEMENT RENEWAL

Maintenance Agreement No. 43
Maintenance Agreement between the Nebraska Department of Roads and the
Municipality of Ogallala
Municipal Extensions in Ogallala

We hereby agree that Maintenance Agreement No. 43 described above be renewed for
the period January 1, 2015 to December 31, 2015.

All figures, terms and exhibits to remain in effect as per the original agreement dated
January 1, 2012.

In witness whereof, the parties hereto have caused these presents to be executed by
their proper officials thereunto duly authorized as of the dates indicated below.

Executed by the City this _____ day of _____, 2014.

ATTEST: City of _____

City Clerk/Witness

Mayor/Designee

Executed by the State this _____ day of _____, 2014.

ATTEST: State of Nebraska

District Engineer, Department of Roads

T.D.

Maintenance Agreement Between
The Nebraska Department of Roads
And The Municipality of Ogallala
Municipal Extensions in Ogallala

AGREEMENT

THIS AGREEMENT, made and entered into by and between Ogallala hereinafter referred to as the "City"; and the State of Nebraska, Department of Roads, acting by and through its Director-State Engineer, hereinafter referred to as the "State" and this agreement is to have an effective date of January 1, 2012.

WITNESSETH:

WHEREAS, Nebraska Revised Statutes, relating to highways, set out the responsibilities of the State, counties and incorporated municipalities in the establishment of uniform standards of design, construction, operation and maintenance of said highways, and

WHEREAS, the State and the City wish to enter into an agreement relative to the maintenance of said highways, and

WHEREAS, Neb. Rev. Stat. § 39-1339, § 39-1344, § 39-1372, § 39-2105, § 60-6,120 and § 60-6,121, set out in detail the maintenance responsibilities of the State and the City; said responsibilities shall be incorporated herein by this reference. Therefore, the parties hereto understand that the maintenance responsibilities of the City and State under the above referenced laws are as set forth by Exhibit "A" attached hereto.

NOW THEREFORE, in consideration of these facts the parties hereto agree as follows:

SECTION 1a: The State agrees to perform the maintenance on the above mentioned highways consisting of surface maintenance of those portions of municipal extensions of all rural highways within municipalities of the Metropolitan, Primary and First Class, the design of which exceeds the design of the rural highways leading into the municipality. The State shall maintain the entire traveled portion, not including parking lanes thereon, of the municipal extension and the City shall reimburse the State as set out in Section 8a of this agreement for maintaining that portion of said municipal extension that has been designated by statute as the City's responsibility.

Maintenance Agreement Between
The Nebraska Department of Roads
And The Municipality of Ogallala
Municipal Extensions in Ogallala

SECTION 1b: The State agrees to perform the maintenance on the above mentioned highways consisting of surface maintenance of those portions of municipal extensions of all rural highways within municipalities of the Second Class and Villages, the design of which exceeds the design of the rural highways leading into the municipality. The State shall maintain the entire traveled portion, including parking lanes thereon, of the municipal extension and the City shall reimburse the State as set out in Section 8a of this agreement for maintaining that portion of said municipal extension that has been designated by statute as the City's responsibility.

SECTION 1c. The City agrees to perform the maintenance on the above mentioned highways consisting of surface maintenance of those municipal extensions of all rural highways, and the State shall reimburse the City as set out in Section 8b of this agreement for the maintenance of that portion of said municipal extension that has been designated by statute as the State's responsibility. No allowance will be made for turning lanes or for lanes used on a part-time basis as parking lanes, or other auxiliary lanes within municipalities of the Metropolitan, Primary and First Class. No allowance will be made for turning lanes or other auxiliary lanes except parking lanes within municipalities of the Second Class and Villages.

SECTION 1d. Special provisions in which the State shall perform partial maintenance and the City shall perform partial maintenance on the same municipal extension(s) shall be set out by addendum, in detail in Exhibit "B", referred to in Section 5 of this agreement. Said addendum to include specific responsibilities of the State and the City and dollar amounts allowed for performance of said work by the State and by the City.

SECTION 2. Maintenance that may be required by "Acts of God" is not covered by this agreement but shall be performed under special agreement in each specific case.

SECTION 3. Repair or reconstruction projects beyond the scope of normal surface maintenance, which are let to contract through the State's contract letting procedure, are considered to be beyond the scope of this Agreement. Normal surface maintenance shall include, but is not limited to the following maintenance activities: Crack Seal, Joint Seal, Fog Seal, Seal Coats, Spot patching, Pothole repair, Sweeping, Surface Milling, Concrete patching, miscellaneous full-depth concrete replacement, or Preventive maintenance. In order to facilitate

Maintenance Agreement Between
The Nebraska Department of Roads
And The Municipality of Ogallala
Municipal Extensions in Ogallala

repair or reconstruction of projects which are beyond the scope of normal surface maintenance, the City shall submit, on an annual basis, a long-range plan (5 years) for such projects to the State. In the event the State and/or the City should desire to do such work, the parties hereto may enter into a separate agreement for the appropriate cost sharing.

SECTION 4. It is further understood that normal surface maintenance and maintenance of appurtenances by the City shall include the identifying, locating, and marking with flags of all buried municipally owned and state owned utility facilities that occupy Nebraska Department of Roads right-of-way. The above mentioned utility facilities are those that service highways referenced in this agreement and properties adjacent to the above referenced highways and will be identified, located, and marked with flags upon the request of the State or the One Call Notification Center. Identification of buried utility facilities shall follow the provisions of the One Call Notification System Act, §76-2301 through § 76-2330. (NE Rev. Stat.)

SECTION 5. Only those municipal extensions of rural highways shown on the attached list marked as Exhibit "C" and hereby made a part of this agreement shall be covered by this agreement; however, additions and deletions may be made to Exhibit "C" by mutual written agreement of the parties hereto.

SECTION 6. The above mentioned highways shall be inspected periodically, at least quarterly, by the Department's District Engineer or the District Operations and Maintenance Manager, or their authorized representatives, and by the City's Director of Public Works or his authorized representative to review the adequacy of the maintenance work which has been performed.

SECTION 7. Materials used by the City in the performance work hereunder shall be selected by mutual agreement of the parties hereto.

SECTION 8a. If Section 1a or 1b of this agreement is incorporated herein, the City will pay to the State the sum of \$ per Exhibit "B" per lane mile. The above cost figures shall include all labor, equipment, tools, materials and supplies used or furnished by the State in the performance of the work on the above mentioned highways. Fractional miles or fractional months, if any, will be used in computing the amount payable in this agreement.

Maintenance Agreement Between
The Nebraska Department of Roads
And The Municipality of Ogallala
Municipal Extensions in Ogallala

SECTION 8b. If Section 1c of this agreement is incorporated herein, the State will pay the City the sum of \$ per Exhibit "B" per lane mile. The above cost figure price per lane mile shall include all labor, equipment, tools, materials and supplies used or furnished by the City in the performance of such work. Fractional miles or fractional months, if any, will be used in computing the amount payable in this agreement.

SECTION 8c. If Section 1d of this agreement is incorporated herein, the costs of partial maintenance by the State and by the City computed by fractional mile or fractional month and as set out in detail in the addendum, Exhibit "B", shall be offset to determine the amount, if any, to which one party or the other may be entitled after said offset.

SECTION 8d. Payment under this agreement will be made on an annual basis after December 31, as soon as possible after submission by the State to the City or the City to the State, as the case may be, of a Certificate approved by the District Engineer of the State, providing all work has been done during the period for which payment is made in full conformity with the agreement.

SECTION 9. Upon the failure of the City to perform any of the work named herein under the terms of this agreement, the Director or District Engineer of the State may, with concurrence of the City's Director of Public Works, do and perform such work or cause it to be done and performed and may retain from any monies then due to the City or thereafter becoming due, any such amount as is required for the completion of such work, provided, however, that this paragraph shall not be construed to relinquish any rights of action which may accrue in behalf of either party as against the other for any breach of agreement.

SECTION 10. It is further understood that all persons working on such highways are employees of the State, City or of contracted third parties. All contracts and agreements made by the City with third parties for the performance of any work to be done under this agreement shall be subject to the terms of this agreement and shall comply with all State laws and requirements relating to construction and maintenance contracts.

Maintenance Agreement Between
The Nebraska Department of Roads
And The Municipality of Ogallala
Municipal Extensions in Ogallala

SECTION 11. The City agrees to keep existing and new right-of-way free of encroachments, except those authorized by permit from the City and approved by the State and Federal Highway Administration (FHWA).

SECTION 12. The City agrees to abide by the provisions of the Nebraska Fair Employment Practices Act, as provided by Neb. Rev. Stat. § 48-1101 through § 48-1126.

SECTION 13. The parties do further agree, anything to the contrary herein notwithstanding, that the Director-State Engineer of the State of Nebraska, either in his individual or official capacity, shall not be responsible or liable in any manner to the City or to any other person or persons whatsoever for any claim, demand, action or causes of action of any kind or character arising out of or by reason of the execution of this agreement or the negligent performance and completion of the work and improvements provided for herein by the City or its agents or arising out of any contract let by the City for the performance of any of the work provided herein.

SECTION 14. The City indemnifies, saves and holds harmless the State and all of its departments, agents, and employees of and from any and all claims, demands, actions or causes of action of whatsoever nature or character arising out of or by reasons of the execution or performance of the work provided for herein by the City or its agents and further agrees to defend at its own sole cost and expense any action or proceeding commenced for the purposes of asserting any claim of whatsoever character arising hereunder as a result of work performed by the City or its agents.

SECTION 15. This agreement shall not be construed as a relinquishment by the State of any powers or control it may have over the herein before described highways.

Maintenance Agreement Between
The Nebraska Department of Roads
And The Municipality of Ogallala
Municipal Extensions in Ogallala

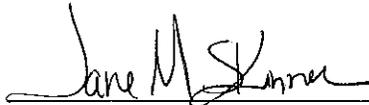
SECTION 16. This agreement shall terminate December 31, 2012, except that it may be renewed for one year at a time and each January 1 thereafter for up to four additional years by written concurrence of both parties hereto. After five years a new agreement must be executed. The lane mile payment provided in Section 8 hereof may be renegotiated to the satisfaction of both parties at any renewal date.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

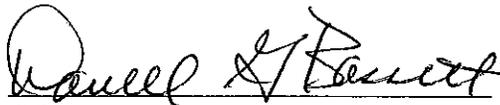
EXECUTED by the City this 13th day of December, 2011

ATTEST:

CITY OF OGALLALA



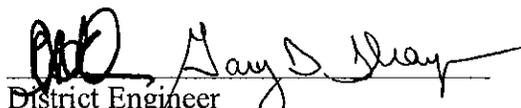
City Clerk

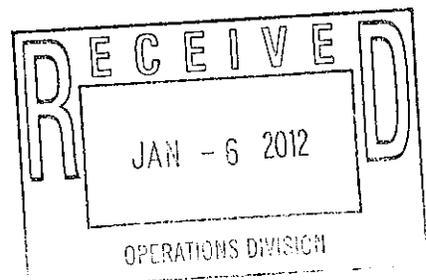


Mayor

EXECUTED by the State this 4th day of JANUARY, 2012 

**STATE OF NEBRASKA
DEPARTMENT OF ROADS**


District Engineer



MAINTENANCE OPERATION AND RESPONSIBILITY
Municipal extensions and connecting links
 (Streets Designated Part of the State Highway System excluding Freeways)

Maintenance Responsibility
 Neb. Rev. Stat. § 39-2105

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	<u>Metropolitan</u> <u>Cities</u> (Omaha)	<u>Primary</u> <u>Cities</u> (Lincoln)	1 st Class Cities	2 nd Class Cities & Villages
Surface maintenance of the traveled way equivalent to the design of the rural highway leading into municipality.	Department	Dept.	Dept.	Dept.
Surface maintenance of the roadway exceeding the design of the rural highway leading into the municipality including shoulders and auxiliary lanes.	City	City	City	City
Surface maintenance on parking lanes.	City	City	City	Dept.
Maintenance of roadway appurtenances (including, but not limited to, sidewalks, storm sewers, guardrails, handrails, steps, curb or grate inlets, driveways, fire plugs, or retaining walls)	City	City	City	City or Village
Mowing of the right-of-way, right-of-way maintenance and snow removal.	City	City	City	City or Village
Bridges from abutment to abutment, except appurtenances.	Department	Dept.	Dept.	Dept.

Maintenance Responsibility
 Neb. Rev. Stat. § 60-6, 120 & § 60-6, 121

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	<u>Metropolitan</u> <u>Cities</u> (Omaha)	<u>Primary</u> <u>Cities</u> (Lincoln)	1 st Class Cities > 40,000	1 st Class Cities < 40,000	2 nd Class Cities
Pavement markings limited to lane lines, centerline, No passing lines, and edgelines on all connecting links except state maintained freeways	City	City	City	Dept.	Dept.
Miscellaneous pavement marking, including angle and parallel parking lanes, pedestrian crosswalks, school crossings, etc.	City	City	City	City	City
Maintenance and associated power costs of traffic signals and roadway lighting as referred to in original project agreement.					
Procurement, installation and maintenance of guide and route marker signs	City	City	City	Dept.	Dept.
Procurement, installation and maintenance of regulatory and warning signs.	City	City	City	Dept.	Dept.

7.D

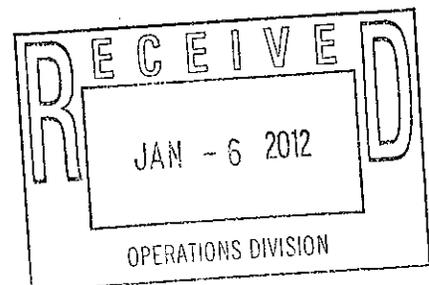
EXHIBIT "B"
City of Ogallala

Pursuant to Sections, 8a and 8b of the Agreement and to Exhibit "C" made a part of this Agreement through reference, the State agrees to pay to the City the sum of \$1,900.00 per lane mile for performing the surface maintenance on those lanes listed on the attached copy of Exhibit "C."

From Exhibit "C" it is determined that the State's responsibility for surface maintenance within the City Limits is 8.84 lane miles.

8.84 lane miles X \$1,900.00 per lane mile = \$16,796.00 due the City or surface maintenance.

From Exhibit "A" it is determined that snow removal within City Limits is the responsibility of the City.



QE 1202 T.D.

EXHIBIT "C"

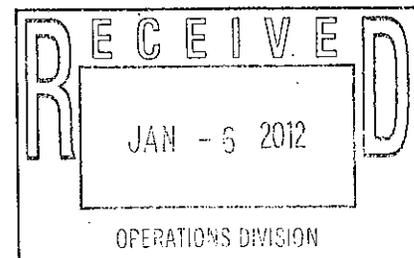
City of Ogallala

**STATE OF NEBRASKA
DEPARTMENT OF ROADS**

**RESPONSIBILITY FOR SURFACE MAINTENANCE
OF MUNICIPAL EXTENSIONS**

**NEB. REV. STAT. 39-1339
and NEB. REV. STAT. 39-2105
2006**

DESCRIPTION	HWY. NO.	REF POST		LENGTH IN MILES	WIDTH OF STREET	TOTAL DRIVING LANES	TOTAL LANE MILES	RESPONSIBILITY	
		FROM	TO					STATE	CITY
W. Corporate Limits to 150' West of "I" Street	26	148.20	149.32	1.12	24'	2	2.24	2.24	
To "A" Street	26	149.32	149.85	.53	64'	4	2.12	1.06	1.06
To East Jct. US-26 & N-61 with US 30	26	149.85	149.95	.10	64'	4	.40	.20	.20
Jct. N-26 to Grade Separation over I-80	26	149.95	150.73	.78	64'	4	3.12	1.56	1.56
Jct. 61/N-26 with US 30 East to East City Limits	30	126.29	127.34	1.05	48'-64'	4	4.20	2.10	2.10
South Corporate Limits to Grade Separation over I-80-RP 150.73 N-26	61	86.00	86.42	.42	64'	4	1.68	1.68	
Total Lane Miles				4.00			13.76	8.84	4.92



7.D.

Date of Issuance: December 15, 2014 Effective Date: December 15, 2014

Project: Ogallala Paving Improvements 2013	Owner: Ogallala, Nebraska	Owner's Contract No.:
Contract: Bid Sections A, B, C, D, E, and F		Date of Contract: August 8, 2013
Contractor: Paulsen, Inc., PO Box 17, Cozad, Nebraska, 69130		Engineer's Project No.: 013-0720

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

Description: Remove and Replace Curb and Gutter 70 FT @ \$29.00/FT = \$2,030.00; Remove and Replace Sidewalk 49.1 SY @ \$48.70/SY = \$2,391.17; Detectable Warning Panel 8 SF @ \$25.00/SF - \$200.00; Total of \$4,621.17

Attachments: (List documents supporting change): See attached

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$ 1,552,273.60

Original Working days Calendar days

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders

No. N/A to No. N/A :

\$ N/A

[Increase] [Decrease] from previously approved Change Orders

No. 0 to No. 0 :

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Price prior to this Change Order:

\$ 1,552,273.60

Contract Times prior to this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Increase of this Change Order:

\$ 4,621.17

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Price incorporating this Change Order:

\$ 1,556,894.77

Contract Times with all approved Change Orders:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

RECOMMENDED: Olsson Associates

ACCEPTED: City of Ogallala, Nebraska

ACCEPTED: Paulsen, Inc.

By: [Signature]
Engineer (Authorized Signature)

By: _____
Owner (Authorized Signature)

By: _____
Contractor (Authorized Signature)

Date: 12/17/14

Date: _____

Date: _____

Approved by Funding Agency (if applicable): _____

Date: _____

CC: City of Ogallala, Nebraska
Paulsen Inc
Project File

O:\FIELD SERVICES\CONSTRUCTION ADMINISTRATION\Change Order 001 999-9999.doc
12/17/2014

SUGGESTED FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of Ogallala ("Owner") and
Cement Products Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Olsson Associates, 201 East 2nd Street, Grand Island, NE 68801, which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Dates for Substantial Completion and Final Payment*

A. The Work will be substantially completed on or before October 1, 2014, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before November 1, 2014.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. If the work is not substantially completed as stated in Paragraph 4.02 above, a third party shall take control of the project site, and the third party will complete all remaining unfinished contract items. The Contractor shall be paid in full for all work completed by the substantial complete date listed in Paragraph 4.02, less any retainage

6.H.

and offset costs as calculated and described by this section. The Contractor shall pay the owner any costs, above and beyond the original contract plus change order items approved before substantial completion date, incurred by the Owner to complete any and all unfinished contract items by the third party. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall also pay Owner \$1,500.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.02 below:

Bid Section 'A' – Pony Express Lane & Oregon Trail Drive – **AWARDED**

Bid Section 'B' – Nebraska Highway 61 - **AWARDED**

5.02 Total Contract Bid: (See Bid Form)

Eight Hundred Twenty-Nine Thousand One Hundred Twelve and 88/100 Dollars
(\$829,112.88)

(Write-Out-in-Words)

(Figures)

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on a monthly basis during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

- a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 5 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum legal rate.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
 - E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained

from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 7, inclusive).
 - 2. Performance bond (pages C-610-1 to C-610-2, inclusive).
 - 3. Payment bond (pages C-615(A)-1 to C-615(A)-2, inclusive).
 - 4. Other bonds (pages N/A to N/A, inclusive), if applicable.
 - 5. General Conditions (pages GC-700-1 to GC-700-62, inclusive).
 - 6. Supplementary Conditions (pages C-800-1 to 13, inclusive).
 - 7. Specifications as listed in the table of contents of the Project Manual.
 - a. Drawings consisting of sheets with each sheet bearing the following general title (Bid Section 'A'):

Pony Express Lane & Oregon Trail Drive
Paving & Utility Improvements
Ogallala, Nebraska
OA Project No. 013-1640

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- b. Drawings consisting of sheets with each sheet bearing the following general title (Bid Section 'B'):

Nebraska Highway 61
Ogallala, Nebraska
OA Project No. 013-1640

- 8. Addenda (numbers 1 to 1, inclusive).
- 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages C-410-1 to C-410- 9, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award.
- 10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (page C-550-1, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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10.06 Other Provisions

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on 04.22.14 (which is the Effective Date of the Agreement).

OWNER:

City of Ogallala
Attn: Jane M. Skinner, Clerk/Treasurer
411 East 2nd Street
Ogallala, Nebraska 69153-2631

By: [Signature]
Title: Council President

Attest: [Signature]
Title: City Clerk

Address for giving notices:
City Manager
411 East 2
Ogallala NE 69153

CONTRACTOR:

Cement Products Inc.
601 East 7th Street
P.O. Box 1091
North Platte, Nebraska 69103

By: [Signature]
Title: pres

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: [Signature]
Title: V.P.

Address for giving notices:

License No.: _____

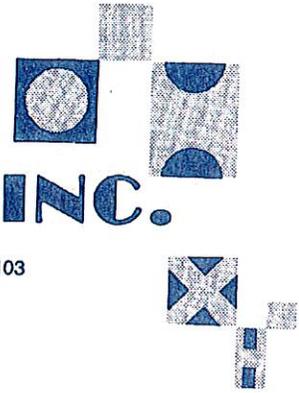
(Where applicable)

Agent for service of process:

b.H.

CEMENT PRODUCTS, INC.

601 EAST SEVENTH STREET NORTH PLATTE, NEBRASKA 69103
P. O. BOX 1091



November, 10, 2014

Jeff Palik and Aaron Smith

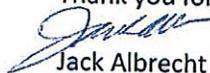
Gentlemen,

I am requesting your consideration of additional calendar days be added to the contract for the following reasons.

1. When change order 1 was signed and the longer pole was ordered I was under the impression it would be manufactured and delivered by September 1st and not the week of September 20th. Therefore delaying hiway 61 turning lane.
2. In February when the project let, our initial thought process was to begin the project as soon as the weather would allow construction to begin as that fit in our construction schedule. I realize that city council had 90 days to award the project, but it took 88 days to award. The past project on 2nd street when we were the apparent low bidder was not awarded and was relet. With that thought in mind, delaying to the very edge of the time line for a decision and the past time line of wanting to begin the project we had to take on work that over lapped our original schedule.
3. In June the project received more than twice the average rain fall.
4. During part of the project we were unable to perform some items of work on Fridays due to the unavailability of an inspector. This was later corrected when Richard was assigned to help with inspection.
5. On Oregon Trail there was a staking error that delayed the first one half of the paving and carried through to cause additional delay due to heavy rain saturating the subgrade.
6. Don Albrecht spoke with David from Crane Construction and he said there were no delays to Wal-Mart from any work we performed.

Due to the above mentioned reasons any liquidated damages charged would be more in line with a penalty than a liquidated damage.

Thank you for your consideration.


Jack Albrecht



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**LETTER AGREEMENT
AMENDMENT #2
OA NO. 014-0298
DECEMBER 17, 2014**

This AMENDMENT ("Amendment") shall amend and become a part of the Letter Agreement for Professional Services dated January 22, 2014, between the City of Ogallala, Nebraska ("Client") and Olsson Associates, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

PROJECT DESCRIPTION AND LOCATION

Project is located at: Nebraska Highway 61, Pony Express Lane and Oregon Trail Drive

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

SCOPE OF SERVICES

Client and Olsson hereby agree that Olsson's Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

Additional Construction Services

- 1.1. Perform additional services associated with contractor's time extension on project.

COMPENSATION

For the additional Scope of Services specifically set forth in this Amendment, Client shall pay Olsson the following fee in addition to the fee(s) set forth in the Agreement:

Client shall pay to Olsson for the performance of the Basic Services the actual time of personnel performing such Services on the basis of Salary Costs times a factor of 2.5 for services rendered by our principals and employees engaged directly on the Project plus Reimbursable Expenses, unless otherwise agreed to by both parties. Reimbursable expenses will be invoiced in accordance with the Schedule contained in the General Provisions attached to this Letter Agreement. Olsson's Basic Services will be provided on a time and expense basis not to exceed **Four Thousand Eight Hundred and 00/100 Dollars (\$4,800.00)**. Olsson shall submit invoices on a monthly basis, are due upon presentation and shall be considered past due if not paid within 30 calendar days of the due date.

TERMS AND CONDITIONS OF SERVICE

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

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

OLSSON ASSOCIATES, INC.

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

By _____
Steven J. E. Hancock, Group Leader

By signing below, you acknowledge that you have full authority to bind Client to the terms of this Amendment. If you accept this Amendment, please sign:

CITY OF OGALLALA, NEBRASKA

ATTEST:

By _____
Harold Peterson

By _____
Jane Skinner

Printed Name _____

Printed Name _____

Title Council Chairman

Title City Clerk