A G E N D A

City Council Meeting

July 16, 2018 - 6:00 p.m.

Call to Order

"I am required by law to inform the public that a copy of the Open Meetings Act is posted on the bulletin board to your right. This meeting is being recorded. If you wish to speak, come to the podium, state your name and address and speak directly towards the microphone the entire time you are addressing the governing body. Thank you."

PLEDGE OF ALLEGIANCE
ROLL CALL

REPORTS

1. **Treasurer's Report.**
2. **City Administrator's Report.**
3. **Acknowledge receipt of Utility Financial Report for period ending May 31, 2018.**
4. **Acknowledge receipt of Utility Claims for period ending June 30, 2018.**

NEW BUSINESS

5. Approve minutes from the July 2, 2018 City Council Meeting.
6. Accepting the report of new claims against the City and approving disposition of claims set for the period of July 3, 2018 to July 16, 2018.
7. Discussion/action regarding the First Baptist Church request to close 3rd Corso between 7th & 8th Streets from 6:00 PM to 8:30 PM on July 30th through August 3rd for outside kid's games.
8. Discussion/action to approve the closure of 8th Street from 3rd Corso South to the Alley on Saturday August 4th from 11:00 AM to 4:00 PM for the Nebraska City Historical Society Block Party Event.
9. Discussion/action regarding the request to use parking spaces in front of the Civil War Museum on 1st Corso for the display of the Hunley Submarine Traveling Exhibit September 21st – 23rd 2018.
10. Discussion/action to approve the Nebraska City Museum Association to launch a Museum Super Pass Program.
11. **Resolution 2792-18** Authorization for sale of surplus mobile equipment and other surplus personal property.
12. Discussion/action to approve the contract with LanguageLine Solutions for use of interpreting services as needed.
13. **Resolution 2793-18** to approve the BPW recommendation to appoint Jeff Kohrs as Director to the NPGA Board of Directors and Mary Lynn Hall to remain as the Alternate Director of the NPGA Board of Directors.
14. Discussion/action for approval of BPW recommendation to approve Gas Work Order #222 in the amount of $22,813.53 to replace 2200' of 1 ¼" Steel with 2" Poly pipe on S. 66th Road.
15. Discussion/action to approve BPW recommendation to approve Electrical Work Order #172 in the amount of $269,303.41 for the Northstar Senior Housing project.
16. Discussion/action to approve SENDD drawdown #1 & #2 for General Administration and JEO invoice No. 103305 for Community Development Block Grant Comprehensive Development project 16-CD-104 in the amount of $6,057.40 and approve the Mayor to sign.
17. **Ordinance 3009-18** adopting separate violation prohibiting urinating or defecating in public.

ADJOURNMENT

City Council may hold a closed session by the affirmative vote of a majority of its voting members if a closed session is clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual and if such individual has not requested a public meeting. The subject matter and the reason necessitating the closed session shall be identified in the motion to close.

Nebraska City Utilities
Statement of Net Position
For Period Ending: May 31, 2018

	Current Month Amount	Current Y-T-D Amount
Assets		
Net Plant In Service:		
Electric Department	208,015.69	64,492,309.99
Gas Department	29,467.75	18,949,934.22
Water Department	4,501.58	15,650,811.01
Sanitation Department	49,268.00	19,179,102.42
Overhead	22,500.00	180,000.00
Subtotal	313,753.02	118,452,157.64
Less:		
Accumulated Depreciation	253,345.48	56,930,982.53
Contribution In Aid of Construction	2,021.28	19,126,312.00
Subtotal	255,366.76	76,057,294.53
Total Net Plant	58,386.26	42,394,863.11
Special Deposits	849.25	3,745,315.70
Current Assets:		
Operating Funds	-488,446.14	9,036,002.56
Restricted Funds	29,487.14	3,782,320.58
Total Funds	-458,959.00	12,818,323.14
Receivables:	-200,877.73	2,566,917.99
Less Allowance	-2,903.01	-9,527.82
Net Receivables	-203,780.74	2,557,390.17
Long Term Receivables-Transmission Credit	0.00	0.00
Inventory	96,546.11	1,809,830.18
Prepaid Items	-40,483.41	1,052,826.71
Total Current Assets	-606,677.04	18,238,370.20
Deferred Charges	-1,302.15	1,431,194.25
Total Assets	-548,743.68	65,809,743.26
Liabilities & Net Position		
Capitalization:		
Long Term Debt	0.00	3,961,702.05
Less Current Installments	0	0.00
Net Long Term Debt	0.00	3,961,702.05
Change in Net Position	-209,673.01	-511,703.04
Net Position	0.00	58,493,153.68
Total Capital	-209,673.01	61,943,152.69
Current Liabilities:		
Current Installments Long Term Debt		
Accounts Payable	-404,457.64	1,036,275.47
Accrued Interest	10,729.61	69,451.01
Other Current Liabilities	54,657.36	2,760,864.09
Total Current Liabilities	-339,070.67	3,866,590.57
Total Liabilities/Net Position	-548,743.68	65,809,743.26

Nebraska City Utilities
Combined Operations
October 1, 2017 - May 31, 2018

	Current Month Amount	Last Year Curr Month Amount	Curr Month Amt (-) Last YR Month Amt		Current Y-T-D Amount	Last Year Y-T-D Amount	Current Y-T-D (-) Last Y-T-D Amount	
Electric Operations:								
Electric Revenue	1,033,062.60	1,086,314.22	(53,251.62)	-4.90%	9,345,103.94	9,034,279.15	310,824.79	3.44%
Electric Revenue - Unbilled			0.00	#DIV/0!			0.00	#DIV/0!
Cost of Revenue	(912,261.78)	(836,801.31)	(75,460.47)	9.02%	(7,139,267.16)	(7,017,698.54)	(121,568.62)	1.73%
Transfer of Funds to City	(38,961.05)	(41,401.93)	2,440.88	-5.90%	(343,132.81)	(333,975.72)	(9,157.09)	2.74%
Gross Margin	**81,839.77**	**208,110.98**	**(126,271.21)**	**-60.67%**	**1,862,703.97**	**1,682,604.89**	**180,099.08**	**10.70%**
Deferred Elect Rev Yrly Entry	0.00	0.00	0.00		0.00	0.00	0.00	
Other Direct (Net)	1,664.20	14,529.03	(12,864.83)	-88.55%	61,668.45	53,460.83	8,207.62	15.35%
Total Direct Inc/Exp	1,664.20	14,529.03	(12,864.83)	-88.55%	61,668.45	53,460.83	8,207.62	15.35%
Net Contribution	**83,503.97**	**222,640.01**	**(139,136.04)**	**-62.49%**	**1,924,372.42**	**1,736,065.72**	**188,306.70**	**10.85%**
Gas Operations:								
Gas Revenue	267,278.96	228,977.84	38,301.12	16.73%	3,388,187.26	2,886,348.53	501,838.73	17.39%
Gas Revenue - Unbilled								
Cost of Revenue	(194,523.62)	(195,229.23)	705.61	-0.36%	(2,546,830.27)	(2,316,312.97)	(230,517.30)	9.95%
Transfer of Funds to City	(10,508.78)	(9,260.23)	(1,248.55)	13.48%	(129,511.41)	(112,004.90)	(17,506.51)	15.63%
Gross Margin	**62,246.56**	**24,488.38**	**37,758.18**	**154.19%**	**711,845.58**	**458,030.66**	**253,814.92**	**55.41%**
Other Direct (Net)	556.89	819.42	(262.53)	-32.04%	(3,535.64)	(5,056.65)	1,521.01	-30.08%
Total Direct Inc/Exp	556.89	819.42	(262.53)	-32.04%	(3,535.64)	(5,056.65)	1,521.01	-30.08%
Net Contribution	**62,803.45**	**25,307.80**	**37,495.65**	**148.16%**	**708,309.94**	**452,974.01**	**255,335.93**	**56.37%**
Water Operations:								
Water Revenue	122,822.57	121,291.45	1,531.12	1.26%	903,073.77	880,052.79	23,020.98	2.62%
Water Revenue - Unbilled								
Cost of Revenue	(100,928.21)	(85,985.36)	(14,942.85)	17.38%	(671,827.59)	(582,674.13)	(89,153.46)	15.30%
Gross Margin	**21,894.36**	**35,306.09**	**(13,411.73)**	**-37.99%**	**231,246.18**	**297,378.66**	**(66,132.48)**	**-22.24%**
Other Direct (Net)	8,561.62	6,645.68	1,915.94	28.83%	57,299.56	54,668.01	2,631.55	4.81%
Total Direct Inc/Exp	8,561.62	6,645.68	1,915.94	28.83%	57,299.56	54,668.01	2,631.55	4.81%
Net Contribution	**30,455.98**	**41,951.77**	**(11,495.79)**	**-27.40%**	**288,545.74**	**352,046.67**	**(63,500.93)**	**-18.04%**
Sanitation Oper:								
Sanitation Revenue	147,306.12	134,426.29	12,879.83	9.58%	1,054,181.82	1,019,387.34	34,794.48	3.41%
Sanitation Revenue - Unbilled								
Cost of Revenue	(59,612.96)	(74,444.04)	14,831.08	-19.92%	(670,215.97)	(728,084.46)	57,868.49	-7.95%
Gross Margin	**87,693.16**	**59,982.25**	**27,710.91**	**46.20%**	**383,965.85**	**291,302.88**	**92,662.97**	**31.81%**
Other Direct (Net)	321.25	513.23	(191.98)	100.00%	745.47	334.71	410.76	100.00%
Total Direct Inc/Exp	321.25	513.23	(191.98)	100.00%	745.47	334.71	410.76	100.00%
Net Contribution	**88,014.41**	**60,495.48**	**27,518.93**	**45.49%**	**384,711.32**	**291,637.59**	**93,073.73**	**31.91%**
Combined Operations:								
Total Net Contributed	264,777.81	350,395.06	(85,617.25)	-24.43%	3,305,939.42	2,832,723.99	473,215.43	16.71%
General Operations	(241,243.47)	(240,002.11)	(1,241.36)	0.52%	(1,951,758.90)	(1,813,176.39)	(138,582.51)	7.64%
Interest Expense	(10,729.61)	(11,304.40)	574.79	-5.08%	(86,414.89)	(91,000.61)	4,585.72	-5.04%
Interest Income	11,341.68	10,174.39	1,167.29	11.47%	91,086.69	78,294.88	12,791.81	16.34%
Depr. Expense	(233,100.00)	(230,650.00)	(2,450.00)	1.06%	(1,864,800.00)	(1,845,200.00)	(19,600.00)	1.06%
Pay In Lieu Of Taxes	(719.42)	(719.42)	0.00	0.00%	(5,755.36)	(5,755.36)	0.00	0.00%
Total Net Income	**(209,673.01)**	**(122,106.48)**	**(87,566.53)**	**71.71%**	**(511,703.04)**	**(844,113.49)**	**332,410.45**	**-39.38%**

Nebraska City Utilities
Combined Revenue, Receipts & Receivable
October 1, 2017 - May 31, 2018

	Current Month Amount	Last Year Curr Month Amount	Curr Month Amt (-) Last YR Month Amt		Current Y-T-D Amount	Last Year Y-T-D Amount	Current Y-T-D (-) Last Y-T-D Amount	
Electric Revenue:								
Residential	377,870.38	378,713.60	(843.22)	-0.22%	3,664,620.20	3,445,808.40	218,811.80	6.35%
Residential - Unbilled			0.00	#DIV/0!			0.00	#DIV/0!
Commercial	225,984.38	225,018.53	965.85	0.43%	2,001,855.77	1,913,247.16	88,608.61	4.63%
Commercial - Unbilled			0.00	0.00%			0.00	0.00%
Industrial	399,404.30	454,844.58	(55,440.28)	#DIV/0!	3,420,999.87	3,427,343.45	(6,343.58)	#DIV/0!
Industrial - Unbilled			0.00	#DIV/0!			0.00	#DIV/0!
Street Lighting	4,353.95	4,343.95	10.00	0.23%	34,811.60	34,751.60	60.00	0.17%
Dusk to Dawn Lighting	8,134.64	8,320.19	(185.55)	-2.23%	64,897.99	66,532.11	(1,634.12)	-2.46%
Municipalities	10,769.31	9,167.26	1,602.05	17.48%	111,376.65	103,723.99	7,652.66	7.38%
Capacity			0.00	100.00%		141.10	(141.10)	100.00%
Other Utilities			0.00				0.00	
Penalties	6,545.64	5,906.11	639.53	10.83%	46,541.86	42,731.34	3,810.52	8.92%
Total Electric Revenu	1,033,062.60	1,086,314.22	(53,251.62)	-4.90%	9,345,103.94	9,034,279.15	310,824.79	3.44%
Gas Revenue:								
Residential	128,990.47	104,898.18	24,092.29	22.97%	1,676,422.09	1,418,230.44	258,191.65	18.21%
Residential - Unbilled								
Commercial	48,605.96	45,823.14	2,782.82	6.07%	892,674.31	761,471.45	131,202.86	17.23%
Commercial - Unbilled								
Industrial	87,497.62	76,493.09	11,004.53	14.39%	803,899.78	693,272.61	110,627.17	15.96%
Industrial - Unbilled								
Penalties	2,184.91	1,763.43	421.48	23.90%	15,191.08	13,374.03	1,817.05	13.59%
Total Gas Revenue	267,278.96	228,977.84	38,301.12	16.73%	3,388,187.26	2,886,348.53	501,838.73	17.39%
Water Revenue:								
Residential	79,222.74	76,969.01	2,253.73	2.93%	594,312.32	572,363.90	21,948.42	3.83%
Residential - Unbilled								
Commercial	42,663.02	43,467.51	(804.49)	-1.85%	302,956.14	302,171.35	784.79	0.26%
Commercial - Unbilled								
Fire Hydrants	173.75	173.75	0.00	0.00%	1,390.00	1,390.00	0.00	0.00%
Penalties	763.06	681.18	81.88	12.02%	4,415.31	4,127.54	287.77	6.97%
Total Water Revenu	122,822.57	121,291.45	1,531.12	1.26%	903,073.77	880,052.79	23,020.98	2.62%
Sanitation Revenue:								
Residential	85,295.52	78,724.38	6,571.14	8.35%	626,362.68	617,284.33	9,078.35	1.47%
Residential - Unbilled								
Commercial	40,727.15	38,914.39	1,812.76	4.66%	278,060.76	266,839.17	11,221.59	4.21%
Commercial - Unbilled								
Industrial	21,283.45	16,787.52	4,495.93	26.78%	149,758.38	135,263.84	14,494.54	10.72%
Industrial - Unbilled								
Total Sanitation	147,306.12	134,426.29	12,879.83	9.58%	1,054,181.82	1,019,387.34	34,794.48	3.41%
Other Revenue:								
Other Electric	1,664.20	14,529.03	(12,864.83)	-88.55%	61,668.45	53,460.83	8,207.62	15.35%
Other Gas	556.89	819.42	(262.53)	-32.04%	(3,535.64)	(5,056.65)	1,521.01	-30.08%
Other Water	8,561.62	6,645.68	1,915.94	28.83%	57,299.56	54,668.01	2,631.55	4.81%
Other Sanitation	321.25	513.23	(191.98)	-37.41%	745.47	334.71	410.76	122.72%
Total Other Revenue	11,103.96	22,507.36	(11,403.40)	-50.67%	116,177.84	103,406.90	12,770.94	12.35%
Operating Revenue	1,581,574.21	1,593,517.16	(11,942.95)	-0.75%	14,806,724.63	13,923,474.71	883,249.92	6.34%
Interest	11,341.68	10,174.39	1,167.29	11.47%	91,086.69	78,294.88	12,791.81	16.34%
Total Revenue	1,592,915.89	1,603,691.55	(10,775.66)	-0.67%	14,897,811.32	14,001,769.59	896,041.73	6.40%

Nebraska City Utilities
General Operations for EGWS #300
October 1, 2017 - May 31, 2018

	Current Month Amount	Last Year Curr Month Amount	Curr Month Amt (-) Last YR Month Amt		Current Y-T-D Amount	Last Year Y-T-D Amount	Current Y-T-D (-) Last Y-T-D Amount	
Accounting/Collections:								
Supervision	3,663.63	3,955.73	-292.10	-7.38%	36,296.14	30,827.98	5,468.16	17.74%
Meter Reading	6,958.61	8,932.90	-1,974.29	-22.10%	68,977.31	72,850.28	-3,872.97	-5.32%
Collecting	18,869.71	14,337.12	4,532.59	31.61%	120,728.18	113,992.97	6,735.21	5.91%
Billing/Collecting	18,057.24	20,825.03	-2,767.79	-13.29%	125,390.98	134,259.47	-8,868.49	-6.61%
Total Acct/Coll.	**47,549.19**	**48,050.78**	**-501.59**	**-1.04%**	**351,392.61**	**351,930.70**	**-538.09**	**-0.15%**
Sales Pro:								
Supervision	1,929.31	1,715.61	213.70	12.46%	14,097.01	13,566.13	530.88	3.91%
Misc	7,123.57	6,917.57	206.00	2.98%	57,914.05	59,265.67	-1,351.62	-2.28%
Total Sales Pro.	**9,052.88**	**8,633.18**	**419.70**	**4.86%**	**72,011.06**	**72,831.80**	**-820.74**	**-1.13%**
General:								
Adm. Salary	10,729.53	10,078.42	651.11	6.46%	98,066.14	76,283.64	21,782.50	28.55%
General Salary	19,222.93	18,144.98	1,077.95	5.94%	154,842.68	146,909.95	7,932.73	5.40%
Office Sup.	3,786.82	1,682.97	2,103.85	125.01%	22,087.44	15,370.46	6,716.98	43.70%
Prof. Services	3,500.00	3,350.00	150.00	4.48%	33,697.33	31,233.57	2,463.76	7.89%
Insurance	37,780.00	36,520.00	1,260.00	3.45%	297,760.68	290,593.60	7,167.08	2.47%
Employee Welfare	73,088.11	64,553.45	8,534.66	13.22%	572,099.62	500,306.03	71,793.59	14.35%
Pensions/FICA/Medicare	47,309.89	46,834.25	475.64	1.02%	384,645.48	368,178.39	16,467.09	4.47%
Misc. General Expense	-415.03	7,395.37	-7,810.40	-105.61%	2,782.86	20,061.58	-17,278.72	-86.13%
Free Street Lighting for N.C.	6,051.90	6,031.90	20.00	0.33%	48,435.20	48,280.80	154.40	0.32%
Overhead Construction	-16,412.75	-11,273.19	-5,139.56	45.59%	-86,062.20	-108,804.13	22,741.93	-20.90%
Total General	**184,641.40**	**183,318.15**	**1,323.25**	**0.72%**	**1,528,355.23**	**1,388,413.89**	**139,941.34**	**10.08%**
Total Operations	**241,243.47**	**240,002.11**	**1,241.36**	**0.52%**	**1,951,758.90**	**1,813,176.39**	**138,582.51**	**7.64%**

Nebraska City Utilities
Revenue to Consumption Comparison
October 1, 2017 - May 31, 2018

Pg. 1	Current Month Amount	Last Year Curr Month Amount	Curr Month Amt (-) Last YR Month Amt		Current Y-T-D Amount	Last Year Y-T-D Amount	Current Y-T-D (-) Last Y-T-D Amount	
ELECTRIC REVENUE/CONSUMPTION:								
Residential	377,870.38	378,713.60	-843.22	-0.22%	3,664,620.20	3,445,808.40	218,811.80	6.35%
Residential - Unbilled			0.00	#DIV/0!			0.00	#DIV/0!
KWH's	3,320,281.00	3,217,554.00	102,727.00	3.19%	35,240,521.00	32,223,932.00	3,016,589.00	9.36%
Commercial	225,984.38	225,018.53	965.85	0.43%	2,001,855.77	1,913,247.16	88,608.61	4.63%
Commercial - Unbilled			0.00	#DIV/0!			0.00	#DIV/0!
KWH's	2,134,881.00	2,073,346.00	61,535.00	2.97%	19,034,559.00	18,014,194.00	1,020,365.00	5.66%
Industrial	399,404.30	454,844.58	-55,440.28	-12.19%	3,420,999.87	3,427,343.45	-6,343.58	-0.19%
Industrial - Unbilled			0.00	#DIV/0!			0.00	#DIV/0!
KWH's	4,983,163.00	5,596,709.00	-613,546.00	-10.96%	43,477,039.00	42,823,082.00	653,957.00	1.53%
Dusk to Dawn Lighting	8,134.64	8,320.19	-185.55	-2.23%	64,897.99	66,532.11	-1,634.12	-2.46%
KWH's	67,371.00	70,081.00	-2,710.00	-3.87%	540,135.00	561,412.00	-21,277.00	-3.79%
Street Lighting	4,353.95	4,343.95	10.00	0.23%	34,811.60	34,751.60	60.00	0.17%
KWH's	168,949.00	168,818.00	131.00	0.08%	1,351,330.00	1,350,544.00	786.00	0.06%
Municipalities	10,769.31	9,167.26	1,602.05	17.48%	111,376.65	103,723.99	7,652.66	7.38%
KWH's	130,400.00	106,000.00	24,400.00	23.02%	1,353,200.00	1,247,600.00	105,600.00	8.46%
Surge Protection						141.10		
Capacity								
Other Utilities								
KWH's	2,089,012.00		2,089,012.00	100.00%	8,935,553.00	14,068,050.00	-5,132,497.00	100.00%
Penalties	6,545.64	5,906.11	639.53	10.83%	46,541.86	42,731.34	3,810.52	8.92%
TOTAL ELECTRIC REVENUE	**1,033,062.60**	**1,086,314.22**	**-53,251.62**	**-4.90%**	**9,345,103.94**	**9,034,279.15**	**310,824.79**	**3.44%**
TOTAL ELECTRIC CONSUMPTION	**12,894,057.00**	**11,232,508.00**	**1,661,549.00**	**14.79%**	**109,932,337.00**	**110,288,814.00**	**-356,477.00**	**-0.32%**
GAS REVENUE/CONSUMPTION:								
Residential	128,990.47	104,898.18	24,092.29	22.97%	1,676,422.09	1,418,230.44	258,191.65	18.21%
Residential - Unbilled								
CCF - Gas	163,014.00	124,640.00	38,374.00	30.79%	2,505,646.00	2,035,061.00	470,585.00	23.12%
Commercial	48,605.96	45,823.14	2,782.82	6.07%	892,674.31	761,471.45	131,202.86	17.23%
Commercial - Unbilled								
CCF - Gas	64,138.00	62,427.00	1,711.00	2.74%	1,253,921.00	1,110,919.00	143,002.00	12.87%
Industrial	87,497.62	76,493.09	11,004.53	14.39%	803,899.78	693,272.61	110,627.17	15.96%
Industrial - Unbilled								
CCF - Gas	158,497.00	166,068.00	-7,571.00	-4.56%	1,558,002.00	1,420,131.00	137,871.00	9.71%
Penalties	2,184.91	1,763.43	421.48	23.90%	15,191.08	13,374.03	1,817.05	13.59%
TOTAL GAS REVENUE	**267,278.96**	**228,977.84**	**38,301.12**	**16.73%**	**3,388,187.26**	**2,886,348.53**	**501,838.73**	**17.39%**
TOTAL GAS CONSUMPTION	**385,649.00**	**353,135.00**	**32,514.00**	**9.21%**	**5,317,569.00**	**4,566,111.00**	**751,458.00**	**16.46%**

Nebraska City Utilities
Revenue to Consumption Comparison
October 1, 2017 - May 31, 2018

Pg. 2	Current Month Amount	Last Year Curr Month Amount	Curr Month Amt (-) Last YR Month Amt		Current Y-T-D Amount	Last Year Y-T-D Amount	Current Y-T-D (-) Last Y-T-D Amount	
WATER REVENUE/CONSUMPTION:								
Residential	79,222.74	76,969.01	2,253.73	2.93%	594,312.32	572,363.90	21,948.42	3.83%
Residential - Unbilled								
CF - Water	2,808,642.00	2,954,146.00	-145,504.00	-4.93%	22,041,249.00	20,974,599.00	1,066,650.00	5.09%
Commercial	42,663.02	43,467.51	-804.49	-1.85%	302,956.14	302,171.35	784.79	0.26%
Commercial - Unbilled								
CF - Water	2,627,436.00	2,739,710.00	-112,274.00	-4.10%	19,077,746.00	19,219,110.00	-141,364.00	-0.74%
Fire Hydrants	173.75	173.75	0.00	0.00%	1,390.00	1,390.00	0.00	0.00%
CF- Water								
Penalties	763.06	681.18	81.88	12.02%	4,415.31	4,127.54	287.77	6.97%
TOTAL WATER REVENUE	**122,822.57**	**121,291.45**	**1,531.12**	**1.26%**	**903,073.77**	**880,052.79**	**23,020.98**	**2.62%**
TOTAL WATER CONSUMPTION	**5,436,078.00**	**5,693,856.00**	**-257,778.00**	**-4.53%**	**41,118,995.00**	**40,193,709.00**	**925,286.00**	**2.30%**
SANITATION REVENUE/CONSUMPTION:								
Residential	85,295.52	78,724.38	6,571.14	8.35%	626,362.68	617,284.33	9,078.35	1.47%
Residential - Unbilled								
Commercial	40,727.15	38,914.39	1,812.76	4.66%	278,060.76	266,839.17	11,221.59	4.21%
Commercial - Unbilled								
Industrial	21,283.45	16,787.52	4,495.93	26.78%	149,758.38	135,263.84	14,494.54	10.72%
Industrial - Unbilled								
TOTAL SANITATION REVENUE	**147,306.12**	**134,426.29**	**12,879.83**	**9.58%**	**1,054,181.82**	**1,019,387.34**	**34,794.48**	**3.41%**
OTHER REVENUE:								
Other Electric	1,664.20	14,529.03	-12,864.83	-88.55%	61,668.45	53,460.83	8,207.62	15.35%
Other Gas	556.89	819.42	-262.53	-32.04%	-3,535.64	-5,056.65	1,521.01	-30.08%
Other Water	8,561.62	6,645.68	1,915.94	28.83%	57,299.56	54,668.01	2,631.55	4.81%
Other Sanitation	321.25	513.23	-191.98	100.00%	745.47	334.71	410.76	100.00%
TOTAL OTHER REVENUE	**11,103.96**	**22,507.36**	**-11,403.40**	**-50.67%**	**116,177.84**	**103,406.90**	**12,770.94**	**12.35%**
TOTAL OPERATION REVENUE	**1,581,574.21**	**1,593,517.16**	**-11,942.95**	**-0.75%**	**14,806,724.63**	**13,923,474.71**	**883,249.92**	**6.34%**
Interest	11,341.68	10,174.39	1,167.29	11.47%	91,086.69	78,294.88	12,791.81	16.34%
TOTAL REVENUE	**1,592,915.89**	**1,603,691.55**	**-10,775.66**	**-0.67%**	**14,897,811.32**	**14,001,769.59**	**896,041.73**	**6.40%**

Nebraska City Utilities
SUMMARY A/P CHECK REGISTER
FOR THE MONTH OF JUNE 2018

Bank - 01 ARBOR BANK

Check #	Check Date	Vendor		Check Amount
50794	6/05/2018	2271	AMERICAN CHAMBER OF COMMERCE RESOURCES	210.40CR
50855	6/05/2018	79	A-1 LOCKSMITH	659.55
50856	6/05/2018	1117	ACCO	1,589.00
50857	6/05/2018	1558	ALLIED ELECTRONICS INC.	67.62
50858	6/05/2018	1950	AMBASSADOR WELLNESS CENTER LLC	1,106.07
50859	6/05/2018	1736	AUTOMATION DIRECT.COM INC.	161.00
50860	6/13/2018	112	BISHOP PLUMBING & HEATING INC	.00
50861	6/05/2018	134	BROWN GLASS & PAINT INC.	3,980.88
50862	6/05/2018	1003	BRYAN TURNER	40.00
50863	6/05/2018	2197	CAPITAL BUSINESS SYSTEMS INC.	150.45
50864	6/05/2018	717	CITY OF NEBRASKA CITY	4,761.11
50865	6/05/2018	209	COLONIAL LIFE & ACCIDENT INS	60.44
50866	6/05/2018	795	DAN PATTON	250.19
50867	6/05/2018	245	DATATRONICS INC	646.57
50868	6/05/2018	267	DIGI-KEY ELECTRONICS 333301	12.39
50869	6/05/2018	275	DOT/PHMSA	10,079.30
50870	6/05/2018	268	DPC INDUSTRIES INC.	2,543.60
50871	6/05/2018	2354	E-CONOLIGHT	714.89
50872	6/05/2018	1592	FIDELITY & GUARANTY LIFE INSURANCE CO.	5,000.00
50873	6/05/2018	2019	GATEHOUSE MEDIA NE HOLDINGS	12.05
50874	6/05/2018	388	GRAINGER	155.09
50875	6/05/2018	430	HI-LINE UTILITY SUPPLY	35.31
50876	6/05/2018	1250	HIRERIGHT LLC	556.15
50877	6/05/2018	467	INDUSTRIAL SALES CO. INC	1,721.71
50878	6/05/2018	528	JEFF KOHRS	131.31
50879	6/05/2018	235	JOHN DAY COMPANY	2,913.57
50880	6/05/2018	504	JOHNNY'S CYCLE	54.43
50881	6/05/2018	2335	KGM	15,776.05
50882	6/05/2018	531	KRIZ-DAVIS CO.	2,742.54
50883	6/05/2018	2408	KYLE CONNELL	255.06
50884	6/05/2018	537	LANDIS ENGINE CO.	627.83
50885	6/05/2018	545	LAWSON PRODUCTS INC	331.21
50886	6/05/2018	546	LAYNE WESTERN	9,331.63
50887	6/05/2018	552	LEAGUE OF NE MUNICIPALITIES	8,125.00
50888	6/05/2018	555	LINCOLN ELECTRIC SUPPLY CO.	1,808.53
50889	6/05/2018	2369	MAILFINANCE	610.56
50890	6/05/2018	2171	MARK FRANCOIS	404.75
50891	6/05/2018	1244	MATRIX TRUST COMPANY	22,600.34
50892	6/05/2018	619	MELLAGE TRUCK & TRACTOR	239.00
50893	6/05/2018	602	MID CON SYSTEMS INC.	834.97
50894	6/05/2018	639	MISSISSIPPI LIME CO.	11,523.84
50895	6/05/2018	1355	MONA KUHLENENGEL	35.97
50896	6/05/2018	669	MUNICIPAL SUPPLY INC OF OMAHA	167.70
50897	6/05/2018	1214	NEBR CITY AREA ECONOMIC DEVELOPMENT CORP	5,968.11
50898	6/05/2018	705	NEBRASKA CITY UTILITIES	201,744.20
50899	6/05/2018	728	NEBRASKA POWER REVIEW BOARD	1,928.94
50900	6/05/2018	943	NEBRASKA PUBLIC HEALTH ENVIRONMENTAL LAB	1,415.00
50901	6/05/2018	1800	NMC EXCHANGE LLC	1,008.54

Nebraska City Utilities
SUMMARY A/P CHECK REGISTER
FOR THE MONTH OF JUNE 2018

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Check #	Check Date	Vendor		Check Amount
50902	6/05/2018	1744	NORTH AMERICAN ELECTRIC RELIABILITY CORP	1,698.57
50903	6/05/2018	2132	ONE CALL CONCEPTS INC.	229.08
50904	6/05/2018	878	OTOE COUNTY RURAL WATER DISTRICT #3	24.79
50905	6/05/2018	1467	PAPER TIGER	106.50
50906	6/05/2018	833	PEERLESS WIPING CLOTH CO.	708.00
50907	6/05/2018	2005	PELSUE COMPANY	78.70
50908	6/05/2018	232	PERCIVAL CULLIGAN WATER	130.62
50909	6/05/2018	1678	PUBLIC POWER GENERATION AGENCY	170,078.07
50910	6/05/2018	1870	ROLI INDUSTRIAL SALES INC.	950.83
50911	6/05/2018	1462	SHIPLEY FLOORING	86.00
50912	6/05/2018	2035	SIEMENS INDUSTRY INC.	18,374.00
50913	6/05/2018	1443	SPRINT NEXTEL	224.23
50914	6/05/2018	942	ST. MARY'S HOSPITAL COMMERICAL PAY	35.00
50915	6/05/2018	956	STUTHEIT IMPLEMENT COMPANY	2,100.00
50916	6/05/2018	1007	SYRACUSE DO IT BEST	164.00
50917	6/05/2018	969	SYRACUSE IRON WORKS INC	5,502.86
50918	6/05/2018	1760	THE AMBASSADOR REHAB & WELLNESS CENTER	360.00
50919	6/05/2018	309	THE EMACULATE TOUCH COMPANY	794.78
50920	6/05/2018	1688	THE PHYSICIAN NETWORK	36.00
50921	6/05/2018	2060	TODD CHANEY	227.81
50922	6/05/2018	997	TOM'S RADIO AND TV	27.95
50923	6/05/2018	1030	UNITED PARCEL SERVICE	537.55
50924	6/05/2018	1414	UNITED STATES POSTAL SERVICE-NEOPOST	4,000.00
50925	6/05/2018	2315	VERIZON WIRELESS	160.04
50926	6/05/2018	1048	VERMEER HIGH PLAINS	1,351.03
50927	6/05/2018	2251	VISA CARD SERVICES (ORSCHELN'S)	372.98
50928	6/05/2018	1826	VIVIAL	639.55
50929	6/05/2018	1074	WESCO RECEIVABLES CORP.	5,252.46
50930	6/05/2018	2258	WESTLAKE ACE HARDWARE	100.17
50931	6/05/2018	1357	WICK'S STERLING TRUCKS INC.	1,196.63
50932	6/05/2018	1714	WINDSTREAM NEBRASKA INC.	102.16
50933	6/05/2018	2387	YONG CONSTRUCTION	46,663.25
50934	6/05/2018	2267	ZIMMER & FRANCESCON INC.	328.63
50935	6/05/2018	2176	ZORO TOOLS INC.	379.61
50936	6/08/2018	31	ALTEC INDUSTRIES INC.	130,687.00
50937	6/08/2018	2271	AMERICAN CHAMBER OF COMMERCE RESOURCES	210.40
50938	6/08/2018	1700	ARBOR MART	1,044.74
50939	6/08/2018	715	CITY OF NEBRASKA CITY	2,518.14
50940	6/08/2018	2295	DHHS Division of Public Health	438.00
50941	6/08/2018	274	DOUGLAS TIRE COMPANY	374.85
50942	6/08/2018	280	DUTTON-LAINSON	2,131.73
50943	6/08/2018	2243	EAKES OFFICE SOLUTIONS	2,507.59
50944	6/08/2018	1520	FASTENAL COMPANY	813.53
50945	6/08/2018	72	HOPKINS AUTOMOTIVE INC.	58.31
50946	6/08/2018	2129	INSTITUTE OF BUSINESS PUBLICATIONS LLC	265.00
50947	6/08/2018	235	JOHN DAY COMPANY	166.21
50948	6/08/2018	2199	KBIE FM	510.00
50949	6/08/2018	526	KNCY	135.00

Nebraska City Utilities
SUMMARY A/P CHECK REGISTER
FOR THE MONTH OF JUNE 2018

Bank - 01 ARBOR BANK

Check #	Check Date	Vendor		Check Amount
50950	6/08/2018	541	LARSON MOTORS INC.	443.99
50951	6/08/2018	555	LINCOLN ELECTRIC SUPPLY CO.	1,061.24
50952	6/08/2018	612	MEAD LUMBER DO IT BEST	16.21
50953	6/08/2018	610	MERCER'S DO IT BEST	375.14
50954	6/08/2018	325	MIDWEST FARMERS COOPERATIVE	1,030.27
50955	6/08/2018	631	MIDWEST MACHINE	160.58
50956	6/08/2018	680	NEBRASKA CHAMBER OF COMM & IND.	550.00
50957	6/08/2018	706	NEBRASKA CITY UTILITIES-PETTY CASH	2,553.51
50958	6/08/2018	775	O'REILLY AUTO PARTS	62.52
50959	6/08/2018	774	OMAHA PUBLIC POWER DISTRICT	80.75
50960	6/08/2018	778	OTOE COUNTY TREASURER	14,193.52
50961	6/08/2018	1694	SAPP BROS SERVICE CENTERS	105.25
50962	6/08/2018	1443	SPRINT NEXTEL	289.20
50963	6/08/2018	2278	TASC % NEW BUSINESS DEPARTMENT	52.36
50964	6/08/2018	997	TOM'S RADIO AND TV	20.42
50965	6/08/2018	2361	TRACTOR SUPPLY	62.33
50966	6/08/2018	1271	TREE CITY TEES	357.98
50967	6/08/2018	1040	UNITED STATES POSTAL SERVICE	274.00
50968	6/08/2018	153	WASHINGTON NATIONAL INS CO	229.75
50969	6/08/2018	1714	WINDSTREAM NEBRASKA INC.	1,552.45
50970	6/13/2018	134	BROWN GLASS & PAINT INC.	11,994.08
50971	6/14/2018	874	LARRY & GAYLE ROYAL & ROBERT HALLSTROM	3,550.00
50972	6/20/2018	7	ACTION BATTERIES UNLIMITED INC	33.43
50973	6/20/2018	31	ALTEC INDUSTRIES INC.	217.71
50974	6/20/2018	36	ALTERNATIVE TECHNOLOGIES INC	279.00
50975	6/20/2018	1576	ARBOR BANK	228,997.88
50976	6/20/2018	2061	ARBOR DAY FOUNDATION	3,500.00
50977	6/20/2018	2351	BCOM SOLUTIONS LLC	174.50
50978	6/20/2018	112	BISHOP PLUMBING & HEATING INC	155.95
50979	6/20/2018	126	BOHL PLUMBING & HEATING	77.10
50980	6/20/2018	2	CARL ABBOTT	135.38
50981	6/20/2018	2411	CHARGEPOINT INC.	6,897.63
50982	6/20/2018	1029	CINTAS CORPORATION #749	177.76
50983	6/20/2018	2312	CITY OF GRAND ISLAND	9,996.51
50984	6/20/2018	717	CITY OF NEBRASKA CITY	77,470.49
50985	6/20/2018	2201	CITY OF NEBRASKA CITY	1,731.12
50986	6/20/2018	208	CONCRETE INDUSTRIES INC.	3,493.39
50987	6/20/2018	2366	CORE & MAIN LP	287.58
50988	6/20/2018	229	CUMMINS INC	791.29
50989	6/20/2018	1035	DEPARTMENT OF ENERGY	78,275.25
50990	6/20/2018	261	DEPARTMENT OF REVENUE	80,271.62
50991	6/20/2018	2326	ED BALTENSPERGER	840.00
50992	6/20/2018	1520	FASTENAL COMPANY	228.22
50993	6/20/2018	388	GRAINGER	1,079.05
50994	6/20/2018	2121	Henry Motors	438.00
50995	6/20/2018	404	HACH COMPANY	1,068.40
50996	6/20/2018	415	HALL'S SAFETY EQUIPMENT	692.45
50997	6/20/2018	409	HANDLEY INDUSTRIES INC	383.88

Nebraska City Utilities
SUMMARY A/P CHECK REGISTER
FOR THE MONTH OF JUNE 2018

Bank - 01 ARBOR BANK

Check #	Check Date	Vendor		Check Amount
50998	6/20/2018	2184	HENKE AUTOMOTIVE	39.67
50999	6/20/2018	430	HI-LINE UTILITY SUPPLY	1,102.05
51000	6/20/2018	776	HOWARD ORNDORFF	63.54
51001	6/20/2018	495	JEO CONSULTING GROUP INC	4,422.00
51002	6/20/2018	235	JOHN DAY COMPANY	370.75
51003	6/20/2018	2051	JOHNSON SERVICE COMPANY	1,700.00
51004	6/20/2018	2335	KGM	396.00
51005	6/20/2018	531	KRIZ-DAVIS CO.	3,440.00
51006	6/20/2018	537	LANDIS ENGINE CO.	462.98
51007	6/20/2018	555	LINCOLN ELECTRIC SUPPLY CO.	264.87
51008	6/20/2018	2393	LOGAN CRUNK	20.00
51009	6/20/2018	2171	MARK FRANCOIS	194.64
51010	6/20/2018	1244	MATRIX TRUST COMPANY	21,736.82
51011	6/20/2018	666	MEAN	117,063.63
51012	6/20/2018	629	MID-STATES SUPPLY CO. INC.	108.89
51013	6/20/2018	1875	MIDLAND COMPUTER INC.	1,288.12
51014	6/20/2018	638	MIDWEST LABORATORIES INC	3,006.05
51015	6/20/2018	639	MISSISSIPPI LIME CO.	5,517.67
51016	6/20/2018	664	NC MULLENAX AUTO SUPPLY INC.	956.02
51017	6/20/2018	705	NEBRASKA CITY UTILITIES	194,898.67
51018	6/20/2018	710	NEBRASKA DEPT OF ENVIRONMENTAL QUALITY	617.76
51019	6/20/2018	1914	OMAHA PUBLIC POWER DISTRICT	240,695.26
51020	6/20/2018	2383	PCS	189.00
51021	6/20/2018	2159	R/S ELECTRIC MOTOR SERVICES	500.00
51022	6/20/2018	1979	REM ELECTRIC INC.	385.20
51023	6/20/2018	921	SKARSHAUG TESTING LAB. INC.	1,062.50
51024	6/20/2018	1271	TREE CITY TEES	392.08
51025	6/20/2018	1011	TRI-STATE PUMPING SERVICE	537.50
51026	6/20/2018	1030	UNITED PARCEL SERVICE	452.98
51027	6/20/2018	1673	VISA CARD SERVICES	4,524.77
51028	6/20/2018	1758	VOYAGER FLEET SYSTEMS INC	9,220.06
51029	6/20/2018	1074	WESCO RECEIVABLES CORP.	5,740.50
51030	6/26/2018	2201	CITY OF NEBRASKA CITY	1,581.12
51031	6/26/2018	2407	CLINE WILLIAMS	870.00
51032	6/26/2018	2410	HEALY LAW OFFICES LLC	750.00
51033	6/26/2018	1678	PUBLIC POWER GENERATION AGENCY	93,150.37

Bank 01 Total	180 Checks	1,983,985.01	*
Grand Total all Banks	180 Checks	1,983,985.01	**

CITY OF NEBRASKA CITY, NEBRASKA
MINUTES OF CITY COUNCIL REGULAR MEETING
July 2, 2018

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Nebraska City was conducted in the William F. Davis Room at City Hall, 1409 Central Avenue, on July 2, 2018. Notice of the meeting was given in advance thereof by posting in at least three public places, the designated method for giving notice, as shown by the Certificate of Posting Notice attached to these minutes. Availability of the agenda was communicated in advance to the media, Mayor and Commissioners of this proceeding and said meeting was open to the public.

Mayor Bequette called the meeting to order at 6:00 p.m. The Mayor publicly stated to all in attendance that a current copy of the Nebraska Open Meetings Act was available for review and indicated the location of such copy posted in the room where the meeting was being held. Mayor Bryan Bequette then led in the Pledge of Allegiance. Upon roll call the following answered present: Paul Davis, Vic Johns, Gloria Glover and Mayor Bequette. Absent: Patrick Wehling. The following City Officials were present: City Administrator Grayson Path, City Attorney David Partsch, Police Chief David Lacy, Utilities Director Jeff Kohrs, Library Director Donna Kruse, Director of Parks and Recreation Scooter Edmisten, Construction and Facility Manager Marty Stovall, Golf Shop Manager Ashli Leyden, Cemetery Sexton Jim Teten, Deputy Clerk-Treasurer Patricia Moore and City Clerk-Treasurer Randy Dunster.

Moved by Commissioner Glover and seconded by Johns to approve minutes from the June 18, 2018 City Council Meeting. Upon roll call the following voted YES: Davis, Johns, Glover and Mayor Bequette. Voting NO: None. Motion carried.

Moved by Commissioner Glover and seconded by Johns to accept the report of new claims against the City and approving disposition of claims set for the period of June 19, 2018 to July 2, 2018. Upon roll call the following voted YES: Davis with abstention to any claims pertaining to West Lake Ace Hardware, Johns, Glover and Mayor Bequette. Voting NO: None. Motion carried.

Claims List						
July 2, 2018						
Aetna Health Management	Rfnd	212.56		Nationwide	Inv	14,009.36
American Nat Bank	Loan	669.05		NC Clerk - Treasurer	KNCB	90.70
Aqua-Chem	Chem	1,611.95		NC Museum Assoc	Curator	2,406.25
Arbor Mart, Inc	Fuel	3,340.28		NC Rotary Club	Dues	375.00
Arbor Valley Animal Clinic	Anim Exp	351.25		NC Tourism & Commerce	Tourim	7,083.33
B.C. Meyer Construction	Rfnd	400.00		NE Dept of Trans	Hwy75/2	633,875.47
Barrett Construction Co	Contract Lab	3,650.00		Flagship Publishing Inc	Adv	315.00
Vivial	Adv	15.55		O'Reilly Auto Parts	Rep/Main	41.98
Bill Walters & Son Shop	Rep/Main	60.08		Omaha Truck & Trailer	Rep/Main	560.00
Card Services	Rep/Main	98.86		Otoe County Clerk	Rfnd	1,679.32
Charles M Bishop	Rep/Main	644.72		Painter, M.	Sup	22.92
Douglas Tire Co.	Rep/Main	1,019.29		Payroll	Payroll	141,612.61
Dunster, R.	Training	124.71		Pepsi-Cola of Lincoln	Bev	1,414.15
Eakes Office Solutions	Sup	575.20		Quality Brands	Bev	757.85
Fareway Stores, Inc.	Sup	1,589.41		Quill Corporation	Sup	121.73
Fastenal Company	Rep/Main	7.38		Rademacher, G.	Rfnd	25.00
First Wireless	Comm	230.00		Rockenbah Remodel & Cust	Rfnd	200.00
Foreman, W.	Rfnd	50.00		Rosane, B.	Rfnd	25.00
Galls, LLC	Unif	17.16		S Systems	Computer	1,089.98
Great Plains Black Hist	Unf	147.50		Schmader Electric	Rep/Main	1,216.00

Guardian	Ins	9,061.29		Shelter Home Service LL	Rfnd	200.00
Helena Chem Co	Chem	685.00		Shelton, B.	Rfnd	25.00
Hireright	Background	81.09		Spectrum Aquatics	Rep/Main	835.00
Hopkins Automotive Inc.	Sup	95.69		Spiral Communications	Tele	1,257.95
In the Swim	Equip	257.09		St. Mary's Hospital	Background	132.00
Independent Dist	Concessions	128.96		Stryker Medical	Cap	19,420.06
Inland Marine Construct	Grant	48,767.00		Stutheit Implement	Rep/Main	295.30
JEO Consulting Group	Cap	4,121.33		Superior Erectors	Rfnd	100.00
K & Z Distributing	Bev	217.95		Sutphen Corporation	Rep/Main	59.92
KNCB	Clean-Up	55.94		Sysco Lincoln	Concessions	1,799.89
Kreifels Electric	Grant/Cap	1,202.15		The Physicians Net	Traning	246.00
Landis Engine Co	Rep/Main	197.55		Tielke's Sandwiches	Concessions	117.24
Larson Motors	Rep/Main	44.60		Time Warner Cable	Misc	297.64
Lifeguard Auto Service	Rep/Main	114.08		Top Quality Glove	Sup	163.50
Lincoln Financial	Ins	4,899.77		Trade Well Pallet, Inc.	Rep/Main	1,400.00
Loveland Grass Pad	Chem	217.95		Tree Worx Tree Serv	Stump Removal	2,585.00
Matheson Tri-Gas, Inc.	Sup	72.33		Unifirst Corporation	Contract	210.86
MD Aquatics, LLP	Chem	1,178.00		Union Pacific Railroad	4th Corso	808.54
Mercer's Do-It-Best	Rep/Main	123.18		United Healthcare	Ins	123,802.32
Midwest Concrete	Contract Lab	5,709.00		Verizon Wireless	Tele	540.55
Midwest Turf and Irr	Rep/Main	212.49		Vern Waskom Co	Rep/Main	227.40
Miller Monroe Farrell	Ins	168.00		Wellcare of NE	Rfnd	364.41
Mullenax Auto Supply	Rep/Main	22.39		Westlake Ace Hardware	Sup	249.24
Municipal Emergency Serv	Donation	1,493.29		Wurtele, G.	Planned Events	81.03
Napa Auto Parts	Sup	602.77		Zebec of North America	Equip	569.88

Moved by Mayor Bequette and seconded by Glover to deny the request for future burial of a dog in a family plot at Wyuka Cemetery. Upon roll call, the following voted YES: Davis, Johns, Glover and Mayor Bequette. Voting NO: None. Motion carried.

Council held a discussion regarding funding options for the Morton James Public Library HVAC project. John Trecek and Grayson Path also spoke regarding the issue.

Council held a discussion regarding the Fiscal Year 2018-2019 Budget and to set future special budget meetings and selected July 24th, 25th, & 26th as the budget setting meeting dates.

Moved by Commissioner Johns and seconded by Davis to approve the Construction Agreement with JMN Construction Inc. for the 2018 Steinhart Park Road Bridge Overlay Project in the amount of $104,765.00 and authorize the Mayor to sign. Upon roll call the following voted YES: Johns, Glover, Davis and Mayor Bequette. Voting NO: None. Motion carried.

Council held a discussion regarding the report on Department Budget Fiscal Year End Estimates in accordance with the Budget and Financial Policy Item #3. Grayson Path and Scooter Edmisten spoke regarding the report.

Meeting Adjourned at 7:33 P.M.

AFFIDAVIT

I, the undersigned City Clerk for the City of Nebraska City, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Board of Commissioners, that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the City Clerk; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes from which the foregoing proceedings have been extracted were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

_____

Randy A. Dunster, City Clerk-Treasurer

NEBRASKA CITY
Where Great Ideas Grow

City of Nebraska City
1409 Central Avenue
Nebraska City, NE 68410-2223
HOME OF ARBOR DAY Phone: 402-873-5515 Fax: 402-873-5685

PUBLIC REQUEST FOR COUNCIL AGENDA OR INFORMATION ITEM

*Your request will be reviewed and possibly scheduled for a future meeting, or forwarded to **City Staff** for appropriate action**

Name: Keith Hurt - First Baptist Church
Address: 302 S. 7th St.
Phone #: 402 873-2534
Email Address: church@firstbaptistnc.com

CC: Police Dept.: ____ Street Dept.: X Park Dept.: ____ Other: ____

Item Title:

Explanation of Request:
We want to block off 3rd Corso between 7th + 8th Streets from 6:00pm. to 8:30 pm. July 30th – Aug. 3rd for outside games for the kids to play.

Action Requested of Council:

Will this item require the expenditure of funds? Yes: _ No: X Estimate $_____

Council meetings are held on the 1st & 3rd Mondays of every month. All requests for information or inclusion on a Council Meeting Agenda must be submitted by noon on the Thursday preceding the Council meeting. Once a request is received, staff will review it and determine if it requires Mayor/Council action, or if the item can be handled by staff.
***You will be notified as to how your request will be handled as soon as possible.**

For staff use only: Action Required.

Google Maps

Map data ©2018 Google 20 ft

Measure distance
Total distance: 256.06 ft (78.05 m)

BLOCK PARTY PERMIT APPLICATION and RESIDENT SURVEY

Nebraska City Historical Society is requesting a Permit for private use of South 8th Street (Street, Ave, Circle, Corso, Ter.) from 401 S 8th to 449 S 8th (Street, Ave, Circle, Corso, Ter.) for the purpose of: Nelson House Summer Event, to be held on Saturday, August 4th from the hours of 11am to 4pm.

After getting all signatures submit to:

City Clerk
1409 Central Avenue
Between the hours of 8 a.m. to 5 p.m. M-F

Residents' Name	Address	Phone	Yes/No	Date
KHN Center	801 3rd Corso	402-874-9200	Yes	7-9-18

Please submit at least 3 weeks prior to event. 100% approval of all adjoining residents is not required, however modification or adjustments may be made by the Council.

Google Maps

449 S 8th St, Nebraska City, NE 68410 to 401 S 8th St, Nebraska City, NE 68410

Walk 171 ft, 1 min

Nebraska City Historical Society Block Party August 4, 2018 from 11:00 AM to 4:00 PM.

Map data ©2018 Google 20 ft

via S 8th St

1 min

171 ft

NEBRASKA CITY
Where Great Ideas Grow

RECEIVED JUL 0 9 2018

City of Nebraska City
1409 Central Avenue
Nebraska City, NE 68410-2223
HOME OF ARBOR DAY Phone: 402-873-5515 Fax: 402-873-5685

REQUEST FOR COUNCIL AGENDA OR PUBLIC INFORMATION / RECORDS

*Your request will be reviewed and possibly scheduled for a future meeting, or forwarded to City Staff for appropriate action**

Name: SEAN CHANCE
Address: 510 N. 18th STREET
Phone #: 402-874-0050
Email Address: nechance50@yahoo.com

CC: Police Dept.: ____ Street Dept.: X Park Dept.: ____ Other: ____

Item Title: HUNLEY TRAVELING EXHIBIT DISPLAY

Explanation of Request: THE CIVIL WAR VETERAN'S MUSEUM AT THE GAR MEMORIAL HALL WOULD LIKE TO DISPLAY THE HUNLEY SUBMARINE TRAVELING EXHIBIT FRIDAY SEPTEMBER 21-23, 2018. THE DISPLAY WOULD REQUIRE BLOCKING OFF THE PARKING STALLS IN FRONT OF THE MUSEUM FROM THE SOUTH MUNICIPAL PARKING EXIT DOWN TO 9th STREET ON THE NORTH SIDE OF FIRST CORSO

Action Requested of Council: APPROVAL OR DENIAL OF BLOCKING THE PARKING STALLS IN FRONT OF THE CIVIL WAR MUSEUM FOR THE DURATION OF APPLE JACK 2018.

Will this item require the expenditure of funds? Yes: _ No: X Estimate $_____

Council meetings are held on the 1st & 3rd Mondays of the month. All requests for inclusion on a Council Meeting Agenda must be submitted by 5 P.M. on the Tuesday preceding the Council meeting. Once a request is received, staff will review it and determine if it requires Mayor/Council action, or if the item can be handled by staff.
***You will be notified as to how your request will be handled as soon as possible.**

For staff use only: Action Required.

Examination of Public Records are covered under Neb. Rev. State. §84-712 or other appropriate state statutes.
Fees: $0.25 per page

Google Maps

Civil War Veterans Museum

Hunley Submarine Traveling Exhibit Display September 21st - 23rd

Imagery ©2018 DigitalGlobe, Map data ©2018 Google 50 ft

Measure distance
Total distance: 153.44 ft (46.77 m)

Chance, Sean R.

From: Sean Chance <nechance50@yahoo.com>
Sent: Wednesday, July 11, 2018 7:33 AM
To: Chance, Sean R.
Subject: Fwd: Josh

CAUTION: This email is not from a CHI source. Only click links or open attachments you know are safe.

Sent from my iPhone

Begin forwarded message:

> **From:** Josh Shirley <altheking@gmail.com>
> **Date:** July 10, 2018 at 9:37:09 PM CDT
> **To:** Sean Chance <nechance50@yahoo.com>
> **Subject: Re: Josh**
>
> No problem. Glad to help out.
>
> On Tue, Jul 10, 2018 at 9:24 PM, Sean Chance <nechance50@yahoo.com> wrote:
>
> > Awesome. Got it. Thanks Josh.
> >
> > Sent from my iPhone
> >
> > On Jul 10, 2018, at 8:35 PM, Josh Shirley <altheking@gmail.com> wrote:
> >
> > > Here is the permission form from the Church.
> > >
> > > - Josh
> > > ---------- Forwarded message ----------
> > > From: **andrea Cullin** <alcullin@yahoo.com>
> > > Date: Tue, Jul 10, 2018 at 6:34 PM
> > > Subject: Josh
> > > To: altheking@gmail.com

GAR Museum

The Vestry of St. Mary's Episcopal give you permission to use our parking space on first corso (in front of the church). For the days needed during the Apple Jack festival

Senior Warden
Andrea Cullin

Sent from my iPad

--
Never give up! Never Surrender!

--
Never give up! Never Surrender!

NEBRASKA CITY
Where Great Ideas Grow

City of Nebraska City
1409 Central Avenue
Nebraska City, NE 68410-2223

HOME OF ARBOR DAY Phone: 402-873-5515 Fax: 402-873-5685

REQUEST FOR COUNCIL AGENDA OR PUBLIC INFORMATION / RECORDS

*Your request will be reviewed and possibly scheduled for a future meeting, or forwarded to **City Staff** for appropriate action**

Name: Dean Shissler
Address: 1423 1st Avenue
Phone #: 402-874-0890
Email Address: dshissler@nebraskacitymuseums.org

CC: Police Dept.: ____ Street Dept.: ____ Park Dept.: ____ Other: ____

Item Title: Museum Super Pass Program participation for Wildwood Historic Center

Explanation of Request:
Nebraska City Museum Association is planning to launch a Museum Super Pass Program to promote increased visitation from out-of-area guests and greater collaboration between the Association's member museums. The creation of a museum pass program has been a part of the NCMA long-range plan for many years, but has been unsuccessful as of yet. These passes will be available for purchase at any of the museums and will offer the passholder(s) unlimited admission to all ten museums for a period of 9 days. When a pass is purchased, the funds will be split 50/50 between the institution selling the pass and an NCMA fund for Maintenance & Modernization that will benefit all members. Although half of the purchase price is going into a joint fund, the half received by the museum selling the pass will exceed the normal admission price.

Action Requested of Council:

Nebraska City Museum Association is requesting that Wildwood Historic Center take part in the Museum Super Pass Program as well as the contributions made to the NCMA Maintenance & Modernization Fund. If this program is successful, participating museums can plan on seeing an increased profit of up to 33% on each pass sold. Since the cost of printing and distributing the passes was minimal, there is no real cost for museums to participate.

Will this item require the expenditure of funds? Yes: _ No: ✔ Estimate $_____

Council meetings are held on the 1st & 3rd Mondays of the month. All requests for inclusion on a Council Meeting Agenda must be submitted by 5 P.M. on the Tuesday preceding the Council meeting. Once a request is received, staff will review it and determine if it requires Mayor/Council action, or if the item can be handled by staff.

***You will be notified as to how your request will be handled as soon as possible.**

For staff use only: Action Required.

Examination of Public Records are covered under Neb. Rev. State. §84-712 or other appropriate state statutes.

Fees: $0.25 per page

Civil War Veterans Museum necivilwarveteransmuseumne.org	910 1st Corso	(402) 873-4018
Kregel Windmill Factory Museum kregelwindmillfactorymuseum.org	1416 Central Avenue	(402) 873-1078
Mayhew Cabin & John Brown's Cave mayhewcabin.org	2012 4th Corso	(402) 873-3415
Missouri River Basin Lewis & Clark Visitor Center lewisandclarkvisitorcenter.org	100 Valmont Drive	(402) 874-9900
Nelson House nebraskacitymuseums.org	711 3rd Corso	(402) 873-6188
Otoe County Museum of Memories ocgsne.org	366 Poplar Street, Syracuse	(402) 269-2355
Old Freighters Museum nebraskacitymuseums.org	407 N 14th Street	(402) 873-6188
Nebraska City Museum of Firefighting nemuseumoffirefighting.net	1320 Central Avenue	(402) 873-4403
River Country Nature Center rivercountrynaturecenter.org	114 S 6th Street	(402) 873-4265
Wildwood Historic Center wildwoodhistoriccenter.org	420 Steinhart Park Road	(402) 873-6340

This ***Museum Super Pass*** is valid at all Nebraska City Museum Association member institutions and covers general admission price. This pass is non-transferable and expires at the end of business hours on the date indicated. Valid signatures are required. Family refers to immediate, not extended, family.

This ***Museum Super Pass*** is good for unlimited admission through the expiration date.

Pass grants free museum admission for:

- (2) adults and (unlimited) children

Pass Holder:_____
(print) (sign)

Issuer:_____ **Valid through:**_____

Family
Museum Super Pass

Nebraska City Museum Association
114 S 6th Street
P.O. Box 792
Nebraska City, NE 68410
(402) 873-4262
nebraskacitymuseums.org

$45.00 July 2018

CITY OF NEBRASKA CITY

1409 Central Avenue
Nebraska City, NE 68410-2223
Phone: 402-873-5515
Fax: 402-873-5685

Agenda Information Support Sheet

To: **Mayor and Commissioners**

Council Meeting: July, 16th 2018
Agenda Item: #11
Submitted By: **Marty Stovall**

A. Synopsis of Issue: Public Auction

B. Options:

a. Declare attachment "A" as surplus and sell at public auction. In accordance with section 12 of the city procurement policy.

C. Fiscal Note: Easter & Associates Auctioneering will hold the public auction and charge a 20% fee**.**

D. Recommendation: Hire Easter & Associates to hold a public auction on August 4th, 2018 at Nebraska City High School to sell all City Surplus listed in Attachment "A".

E. Background:

In 2016 City Staff tried to coordinate a public auction for City surplus and at that time it was determined there was not enough surplus for an auction.

Currently with the amount of City surplus there is not enough again to hold an auction. City Staff has coordinated a City Surplus auction to be held with the Nebraska City Public Schools surplus on August 4th, 2018. This auction will be held at Central Office on 2nd Avenue and also Nebraska City High School parking lot. City staff will take all items to the parking area for auction.

****

Department Heads: **Submit this form to Dave Partsch and Grayson Path by 5:00 pm of the day the Agenda meeting is held.**

RESOLUTION NO. 2792-18

AUTHORIZATION FOR SALE OF
SURPLUS MOBILE EQUIPMENT
AND OTHER SURPLUS PERSONAL PROPERTY

WHEREAS, the City Council of the City of Nebraska City, has been informed by the City's various department heads and staff that the property listed on Attachment "A" hereto is now obsolete or not usable by the City;

WHEREAS, the City has previously adopted a Procurement Policy which governs the identification and sale of surplus property;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nebraska City, that those items listed on Attachment "A" are declared surplus property and City employee Marty Stovall (or his designee) is hereby authorized to sell each unit listed on Attachment "A", with the proceeds of any such sale(s) being payable to the City Clerk-Treasurer and credited to the appropriate funds. The property shall be sold in conformance with Section 12 of the City's Procurement Policy at public auction or by sealed offers (excepting scrap metal), there being no other restrictions or conditions.

BE IT FURTHER RESOLVED that no person shall be authorized to make or imply any warranty of any kind whatsoever as to the nature, use, condition, or fitness for a particular purpose of any property sold pursuant to this Resolution.

Passed and adopted on the 16th day of July, 2018, by a majority vote of the City Council.

CITY OF NEBRASKA CITY

_____
By Bryan Bequette, Mayor

ATTEST:_____
Randy Dunster, Clerk-Treasurer

City of Nebraska City Auction Items 2018

NC Utilities:

1. Chain Link Fence 8 rolls, 6-foot fencing, approximately 1,000 feet total
2. (1) Garage Door 10’ Wide 9’ Tall, non-insulated aluminum, complete with tracks
3. Gas Engine- Honda 11 H.P. horizontal shaft4
4. Truck Tool Boxes: 2- 72” X 28” X 19” deep 72” X 33 1/2” X 28” deep
5. (2) 72” X 331/2” X 28” deep, (1) short side
6. (1) Metal Office Desk, 60” w X 31” d
7. Book Shelf wooden, 2 shelves 36” h X 36” w
8. Book Shelf wooden, 4 shelves 60” h X 36” w
9. Book Shelf metal, 4 shelves 48” h X 36” w
10. File Cabinet 2 drawer 20” h X 15” w
11. Printer Stand 27” h X 23” w X 27 1/2” d
12. Printer Stand 28” h X 23 ½” w X 21” d
13. Metal Frame, Full View Glass Door 81 ¼” h X 32” w X 1 ¾” thick

Fire/EMS

1. 30-gallon air compressor needs repaired
2. 2-2 door black metal cabinet 48” high
3. 2-6’ tables
4. 30-misc. EMS stat packs
5. Various EMS supplies
6. EMS stokes stretcher
7. 6-8.00 x 175 tires and rims
8. 3-30” bifold doors
9. Tristepper 400 exercise equipment
10. Schwinn AIRDYNE
11. 2- weight benches
12. 2-red refrigerated gear bags
13. 3-large red gear bags
14. 4-full body vacuum splints
15. 2- wooden step ladders 4’ and 6’
16. 20-ABC fire extinguishers expired
17. Assorted oil and fuel filters
18. 1-2 door metal cabinet 6’ high
19. 11-spray can of Stainless steel cleaner
20. 1-12” flex fresh air intake tube 12’ long
21. Zoll Auto Pulse, Surplus only not for auction
22. Metal Desk

Parks and Recreation

1. 8- Lights from Tennis Courts
2. Dr. Pepper & Coke signs from scoreboard
3. Sink for shop
4. Six Lights from Fountain in Pond

5. Van Semi Trailer
6. 1- Sharp ERA 320 Programmable cash registers
7. 1- Metal Desk
8. 4- Padded Metal Office Chairs
9. 1-Bogen AMP.
10. 1- JVC AM-FM-CD Stereo w/Speakers
11. 1-Amano Time Clock
12. 4- Fire Extinguishers
13. John Deere 48” Tiller – 3pt, PTO
14. Woods 72’’ Diesel Mower, 1750 hrs. running condition
15. Cub Cadet Tractor, Model 72602, needs motor
16. Three Point Posthole digger- no augers
17. 100- 8” plastic landscape borders, 4’ long
18. 20- 12’’ plastic landscape borders, 4’ long
19. Limestone rock salvaged from former Municipal Pool.

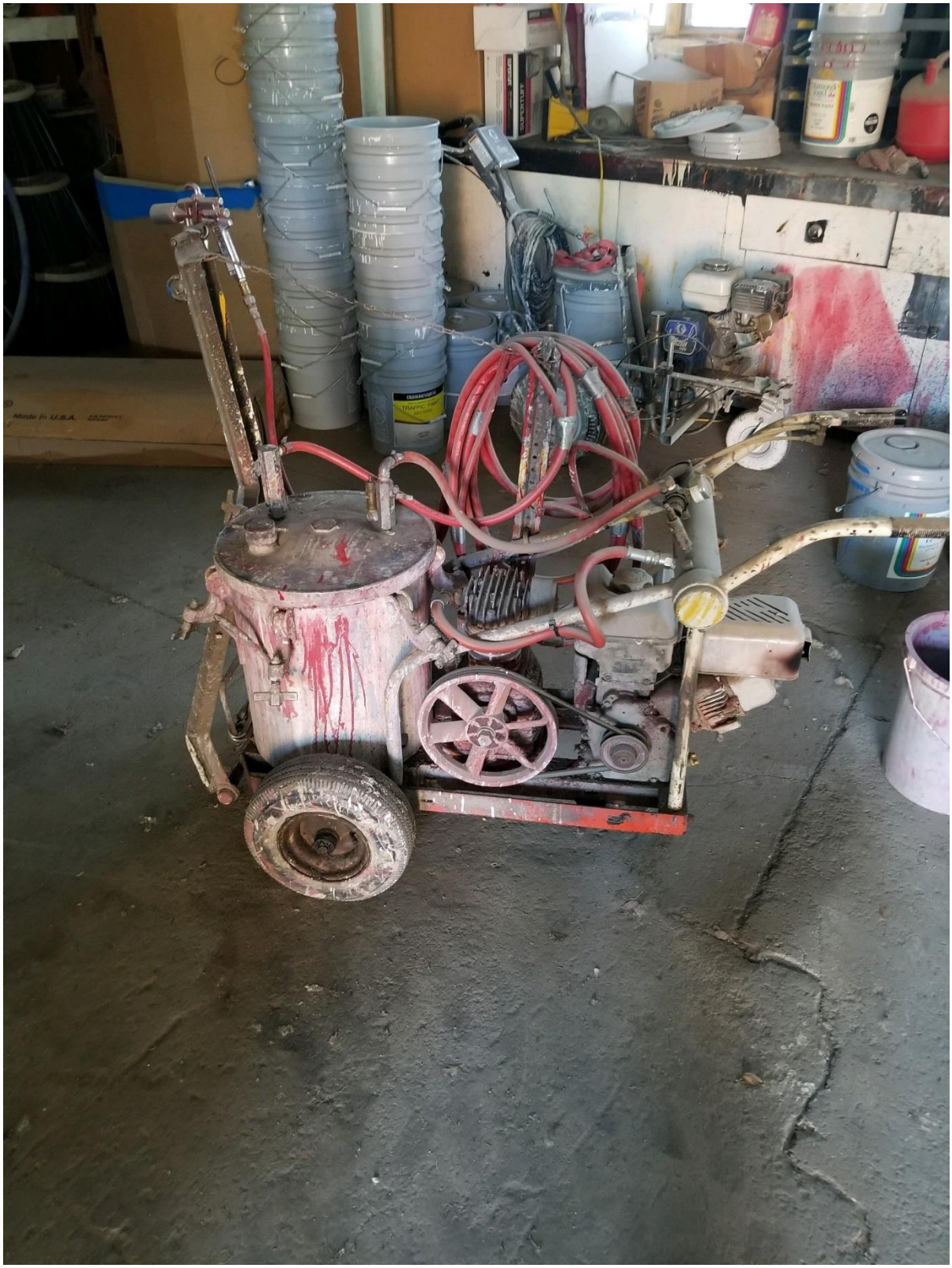
Street Department

1. 60- Bicycles
2. 5.5 hp Briggs Stratton OHV paint sprayer for parking lot striping

Library

1 x folding table
4 x office chairs
1 x puppet stage theater (unassembled)
1 x lounge chair
1 x clear plastic display case
2 x bulletin boards
3 x metal magazine racks
1 x metal cabinet
1 x rolling table
1 x rolling bookshelf
1 x white plastic storage shelf (unassembled)

"Miscellaneous items of value of less than $25 may be added by the Department Head prior to public sale."


Made in U.S.A.

CITY OF NEBRASKA CITY

1409 Central Avenue
Nebraska City, NE 68410-2223
Phone: 402-873-5515
Fax: 402-873-5685

Agenda Information Support Sheet

To: **Mayor and Commissioners**

Council Meeting: **7-16-18**
Agenda Item: #12
Submitted By: **Andrew Snodgrass, Paramedic Manager**

A. Synopsis of Issue:

a. With the growing diversity of languages in Nebraska City, it is becoming occasionally more difficult to speak with the public in various departments. Specifically, in EMS, we have on average 2-3 patients a month that we encounter that do not speak English, and we are unable to obtain an adequate assessment and provide the standard of care due to the inability of communication. These can range from a variety of languages including Spanish, Chamorro, Sudanese and others. With this service, we will have the ability to communicate with nearly any language that we encounter. With speaking with some of the other department heads, they have had similar issues or know about the issues present. This agreement is labeled the State Of Nebraska, but according to the account representative, we will be able to "Piggy Back" from it and have the same pricing.

B. Options:

a. Approve or Deny

C. **Fiscal Note:**

a. This services costs $0.65 per minute of use, with no minimum or maximum amount. The user would call the service, enter the account number and then tell which language is needed. There is no annual service or similar charge. With having no previous data to review, I am unsure how much this service will be used and what total amount of expense we will have. If approved, pricing is set for the term of the agreement.

D. Recommendation:

a. *Recommended Motion: 1) to approve the 3 year agreement with LanguageLine with the ability of adding other services as necessary such as document translation or video translation services for Sign Language.*

E. **Background:**

a. See above

****

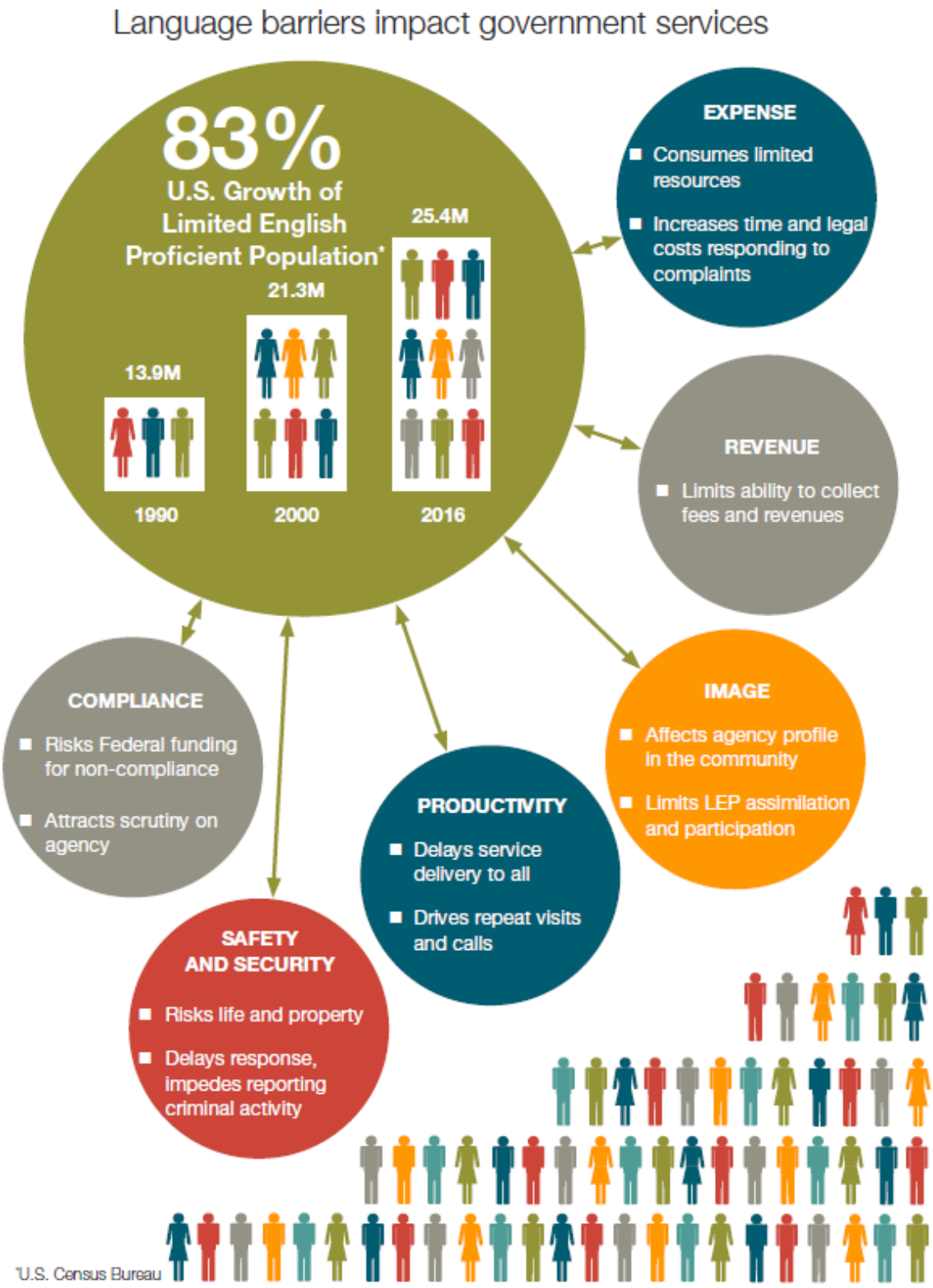
Department Heads: **Submit this form to Dave Partsch and Grayson Path by 5:00 pm of the day the Agenda meeting is held.**

LanguageLine Solutions®

Government Language Access Solutions

from the industry's most trusted partner

Proudly Serving Federal, State, and Local Government


Language barriers impact government services
83%
U.S. Growth of Limited English Proficient Population*
13.9M
21.3M
25.4M
1990
2000
2016
EXPENSE
Consumes limited resources
Increases time and legal costs responding to complaints
REVENUE
Limits ability to collect fees and revenues
IMAGE
Affects agency profile in the community
Limits LEP assimilation and participation
PRODUCTIVITY
Delays service delivery to all
Drives repeat visits and calls
SAFETY AND SECURITY
Risks life and property
Delays response, impedes reporting criminal activity
COMPLIANCE
Risks Federal funding for non-compliance
Attracts scrutiny on agency
*U.S. Census Bureau

Language Access Programs ensure effective communication to the populations you serve

It's the right thing to do

- Ensure equal access to the everyday programs, services and activities that you provide — especially those that impact the community's vital safety, health and legal rights.
- Improve the work flow of your organization by making language access a natural part of all public-facing touch points, maximizing your limited resources.
- Increase efficiency by communicating with Limited English Proficient (LEP) and Deaf and Hard-of-Hearing persons in the language they understand best, reducing confusion and time spent during each encounter.
- Reduce frustration by providing staff language tools that make their jobs easier.
- Enhance compliance with regulations and laws by removing language as a barrier with the communities you support.
- Include all members of the community in disaster preparedness to ensure safety for all.
- Promote faster integration and assimilation of immigrant communities into mainstream institutions through multi-language public education and outreach.

Comply with:

- Title VI of the Civil Rights Act of 1964 (Title VI)
- Americans with Disabilities Act of 1990 (ADA)
- Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- Affordable Care Act of 2010 (ACA), Section 1557
- Centers for Medicare and Medicaid Services (CMS)
- Fraud, Waste and Abuse Act (FWA)
- The Joint Commission

Only LanguageLine Solutions enables you to communicate in any situation

Language Access at All Touch Points

WRITTEN

LanguageLine® Translation℠
- Brochures/manuals/forms/claims
- Vital documents/contracts
- Technical publications
- Marketing materials

LanguageLine® Localization℠
- Websites and online applications
- Multimedia
- Training materials/eLearning
- Software

BILINGUAL STAFF TESTING AND TRAINING

LanguageLine® Testing℠
- Language Proficiency Testing
  - Employment candidates
  - Front line staff
  - Call agents
- Interpreter Skills Testing
  - In-house interpreters

LanguageLine® Training℠
- Interpreter skills
- Medical

SPOKEN AND SIGNED

LanguageLine® Phone℠ Interpreting
- On-demand access in 240+ languages 24/7/365
- Standard situations, lasting 15 minutes or less
- Direct Response™ fields inbound calls, in-language

LanguageLine InSight Video Interpreting®
- On-demand access in 35 languages including American Sign Language
- Audio access in 240+ languages 24/7/365
- Challenging situations benefiting from visual cues and facial expressions.
- Encounters lasting 60 minutes or less

LanguageLine® OnSite℠ Interpreting
- By appointment in 95+ languages and American Sign Language
- Complex, critical, sensitive situations
- Group Meetings/conferences/public meetings
- Sessions lasting 60 minutes or more

Personal Interpreter℠
- On-demand access in 240+ languages 24/7/365
- Infrequent, spontaneous interpreting need
- Credit card billing: no contract required
- Available via phone line or iPhone app
- Not recommended for emergency services

Bridge Language and Cultural Barriers

Improve Productivity / Maximize Revenue / Decrease Expense / Enhance Image / Boost Customer Service / Build Loyalty / Comply with Regulations and Laws

HEALTH CARE

Our rigorous Medical Interpreter Training provides critical knowledge of the healthcare system, medical terminology, and procedures and protocols, enabling medical interpreters to provide the most effective communication. That is why 74% of Health Care firms in the Fortune 1000 and 75% of 5-Star rated Medicare contracts choose us for language access.

COURT

Our Court Interpreter Training ensures interpreters are familiar with legal proceedings, master basic terminology and learn how to interpret typical court encounters professionally. Interpreters enable busy courts to conduct business quickly and efficiently.

911/PUBLIC SAFETY

Our company was created by a police officer to protect lives and property. Our 911 Interpreter Training prepares interpreters for the pace, protocols and priorities of first responders. Nearly 3,000 public safety agencies across the U.S., Canada and the U.K. rely on LanguageLine Solutions interpreters every day.

We're proud to connect you to the very best linguists in the world

Our 9,000 experienced linguists can be trusted to do their job, so you can focus on yours.

- Only 1 in 12 applicants that pass rigorous proprietary tests and pass drug and background checks are hired by LanguageLine Solutions. We're that selective.
- We provide our interpreters hundreds of hours of comprehensive ongoing training, monitoring and coaching to ensure the confidentiality of your information and to enforce professionalism in every interpretation.
- Our professional, high-quality, interpreters provide HIPAA compliant, accurate meaning-for-meaning interpreting with cultural sensitivity 24/7/365 in more than 240 languages.
- Our American Sign Language interpreters are nationally certified.
- Our translators, editors and proofreaders are full-time, professional translators who have a minimum of five years of experience.

THE TRUSTED PARTNER

27k
Clients

35 YEARS
Experienced

99%
Client Retention

THE PROVEN PARTNER

13 of the top 14
Medical Facilities

10 of the top 10
Insurance Companies

15 out of the top 27
Commercial Banks

1,000s of
Government Agencies

A document will be considered **VITAL** if it contains information that is critical for accessing the agency's program or activities, or is required by law.

LanguageLine Translation and Localization

Facilitate understanding of the written word

LanguageLine® Translation℠ provides translation of vital documents, written materials, and media from one language into another. Translation provides everyone in the community essential information about available programs, services and benefits. LanguageLine® Localization℠ experts ensure your public facing materials and websites are culturally appropriate while maintaining consistency with your original message. Our strict performance standards provide the highest quality deliverables, on time, every time.

- Provide meaningful access to services through consistent messaging across all languages and all public-facing touch points.
- Expand the reach of public information and outreach to LEP communities.
- Reduce time spent by agency staff addressing common questions and issues.
- Dispatch projects easily and securely, track status and archive completed translation projects using the HIPAA compliant LingoNET portal.

Core Services:

- Document Translation (print and digital)
- Localization (websites/software/mobile apps)
- Multimedia (audio/video/Flash engineering)
- eLearning (online apps/simulations)
- LanguageLine® Clarity℠ - transforming documents into Plain English

We complete our translation and localization projects with a **99.8%** on-time delivery.

GSA Contract Holder
Contract GS10F0480N

2015 GOLD STEVIE® WINNER AMERICAN BUSINESS AWARDS

PEOPLE'S CHOICE STEVIE® AWARDS FOR FAVORITE NEW PRODUCTS 2015 WINNER

LanguageLine Testing and Training

Build confidence in staff bilingual fluency and interpreting skills

LanguageLine® Testing and Training℠ enables you to utilize your bilingual and interpreting staff with confidence. As the experienced industry leader, we conduct thousands of assessments and trainings annually for hundreds of clients. With more than 15 years' experience you can be assured that our innovative programs deliver exceptional results. After successful completion of our courses, your staff will be qualified and skilled to effectively communicate in legal or medical situations, mitigating risks of misunderstandings and costly mistakes. To provide proof of interpreter skills for compliance purposes, we provide results via a written report with a Certificate of Competency or a Certificate of Completion for candidates who pass.

LanguageLine administers tests to evaluate language proficiency of your organization's staff and candidates for hire. Tests can be scheduled to be given by a specially trained administrator or for added convenience, our e-versions offer flexibility and speed. Online testing can be delivered anywhere, 24/7 eliminating travel time or missed work. All tests are assessed by human test raters.

TESTING PROGRAMS

- Language Proficiency Test*
- Bilingual Fluency Assessment*
- Bilingual Fluency Assessment for Clinicians*
- Interpreter Readiness Assessment*
- Interpreter Skills Test*
- Medical Certification Test
- Court Certification Test

TRAINING PROGRAMS

- Fundamentals of Interpreting
- Advanced Medical Training

* Available online

Be confident in your staff's bilingual skills. Our tests are externally validated by professionals from the Middlebury Institute of International Studies, the University of Maryland, and the Defense Language Institute Foreign Language Center.

Easy Online Testing

LanguageLine's award-winning eLanguage Proficiency Test (eLPT) enables candidates to test online, at any time. Human examiners (not machines) rate recorded test responses and provide results within five days. The LanguageLine Solutions eLPT platform easily integrates into HR platforms or intranets to incorporate fluency assessments into your hiring process with easy-to-access results.

GSA Contract Holder Contract GS10F0480N

LanguageLine Solutions facilitates nearly 35,000,000 calls every year. That's a new personal interaction every second.

LanguageLine Phone Interpreting

Deliver effective communication of the spoken word

Whether you face language barriers on the phone or in person, trained interpreters deliver immediate and professional language support in more than 240 languages, 24/7/365. Effective communication improves public safety, health and welfare, and enables busy agencies to operate more efficiently. LanguageLine Solutions removes language barriers for thousands of local, state and federal agencies, supporting a broad range of services:

- Call Centers
- Courts and Corrections
- Employment/Labor
- Homeland Security
- K-12 Education
- Public Health
- Public Safety/911
- Social Services

LanguageLine® Phone℠ Interpreting offers agencies a flexible and cost-effective solution to comply with language access mandates and focus on their mission.

- Connect to the highest quality professional interpreters—trained for the rigors of 911, courts and medical settings. Clear communication increases first call resolution, lowers average call handle times, removes bottlenecks and improves productivity.
- All calls are HIPAA compliant, confidential and secure.
- Comprehensive online reporting provides data to monitor language access.
- Customized implementation materials ensure smooth service roll-out and staff awareness, maximizing your investment. Complimentary language access signage provides public awareness that interpreter services are available.
- Use your own telephones or LanguageLine's 1Solution™ Dual handset phone, preprogrammed and ready to use. Additional equipment is also available.

Direct Response

LEP Caller

LanguageLine Interpreter

Your Agency Staff

Streamline communications for your staff and LEP callers with Direct Response. It's ideal for community outreach and hotlines. Provide the public a dedicated toll free number in your target languages. LanguageLine interpreters provide callers your organization's custom greeting in the callers' language. The interpreters connect callers to your staff, ready to interpret. Direct Response provides a seamless in-language customer experience and improves staff productivity.

GSA Contract Holder
Contract GS10F0480N

LanguageLine InSight Video Interpreting

The Power of Sight℠

LanguageLine® InSight℠ video interpreting strengthens your organization's ability to provide Limited English Proficient and Deaf and Hard-of-Hearing communities meaningful access to services, in seconds, with interpreting that takes advantage of visual cues and facial expressions. Support ADA Title II compliance, while building trust and rapport by communicating virtually face-to-face. Save valuable time and expense with fast, one-touch access to trained, professional interpreters. InSight is the latest innovation available through LanguageLine's Olympus™ technology platform, delivering clients an enhanced interpreting experience.

Watch the InSight demonstration video:
https://www.languageline.com/resources/videos

EASY

- Download the app from the App Store to your iPad or iPhone or access the cloud-based platform on your laptop, Mac, PC, or Android
- One-touch access directly to a video or audio interpreter

ROBUST

- 35 top spoken languages including American Sign Language
- Meets 98% of language demand
- 240 audio languages available 24/7
- 9,000 professional interpreters
- Nationally certified ASL interpreters

RELIABLE

- Connect directly to an interpreter in less than 30 seconds
- 60-second reconnection logic
- High quality video and audio
- Video automatically rolls over to audio if connection is lost
- Comprehensive reporting
- No hidden license fees
- 24/7 Tech Support available

SECURE

- Full end-to-end encryption to secure information
- No VPN tunnel needed
- Works through most standard firewall configurations
- Complies with regulations and laws
- Video and audio privacy features

InSight℠ provides an additional layer of clarity when the customer and interpreter can see each other.

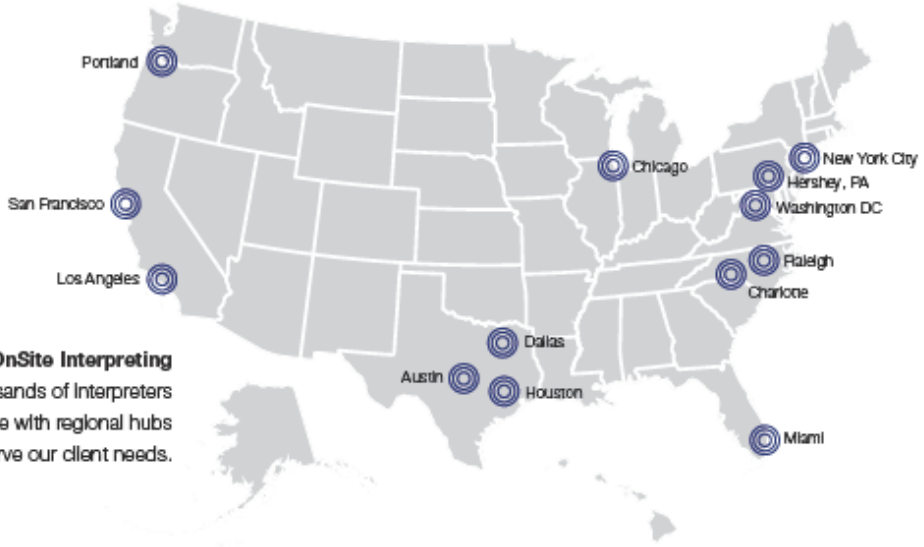
LanguageLine OnSite Interpreting

Dependable delivery of face-to-face interpreting

LanguageLine® OnSite℠ Interpreting is designed to support facilities that have an ongoing need for dependable face-to-face interpretation in spoken languages and American Sign Language (ASL). When a professional interpreter needs to be physically present to fulfill compliance for acute, sensitive, or extended encounters, LanguageLine OnSite Interpreting ensures understanding and compassionate communication. Onsite is ideal for sensitive discussions, extended engagements, family consults, group discussions, or other complicated situations.

We are committed to creating a reliable, customized onsite solution that meets your unique needs. What truly distinguishes LanguageLine OnSite from any other interpreting service provider is our dedication to quality. We fill every assignment with quality interpreters for an exceptional level of commitment, response and dependability. We also maintain a staff of interpreter managers whose chief responsibility is to recruit, hire, mentor and supervise all onsite interpreters, conducting announced and unannounced observations of assignments. This level of supervision is unprecedented in our industry.

- Onsite ASL interpreters are nationally certified.
- Culturally sensitive – the gender and dialect of the interpreter can be specified.
- Scheduling and reporting is easy and secure through our innovative, online portal.
- LanguageLine OnSite **enjoys a 98% national fill rate** helping you to support staff productivity and ensure compliance.
- Check for onsite interpreting availability in your area.



LanguageLine OnSite Interpreting
Thousands of interpreters nationwide with regional hubs to serve our client needs.

Join the more than
27,000
clients who have depended on us for more than 35 years to be their trusted language services provider.

Why LanguageLine Solutions?

Technical innovation delivering quality

Our goal is total and complete client satisfaction. To support our commitment, LanguageLine Solutions has made a multimillion dollar investment that has transformed the delivery of language services. Olympus™, our new, cloud-based technology platform, redefines how clients access language solutions across interpreting modalities, enabling communication via phone, video and text. With quality linguists at the heart of what we do, Olympus provides access even more quickly, passing through a more resilient network, offering enhanced security.

Implementation maximizes your investment

LanguageLine Solutions cares that your language access program is successful and maximizes your investment through personalized implementation and service roll out. Our dedicated team of implementation experts can prepare a tailored plan and compliance audit for your agency to ensure staff will be able to access interpreters effectively and efficiently. We provide equipment installation and staff training with minimal disruption to your daily work flow. Or, choose to self-implement or re-train staff with our easy, step-by-step guides and training videos. Empower your staff to become language services experts and provide outstanding customer care.

Secure, compliant, and dependable for your protection

The security of the information you communicate is our top priority, and we've created the most stringent protections to secure communication and ensure compliance. LanguageLine Solutions also carries what we believe is the most comprehensive insurance coverage in the industry to enhance risk management. Our Olympus platform safeguards business continuity through complete system redundancy to ensure you will always have access to our services. We stand by our 99.99% platform availability standard.

MyLanguageLine online reporting to monitor your usage

Our secure, HIPAA compliant, online reporting portal, MyLanguageLine℠, provides daily insight into your LanguageLine Solutions interpreting account any day, any time. This easy to use resource offers your agency data to support compliance reporting. Demographic statistics are ideal for internal management reporting and to share with the media. Monitor usage, assess calls placed, create, download and schedule custom reports, and review current and past invoices to help you increase productivity and manage expenses. For your security, MyLanguageLine is accessed by authorized contacts only.

LanguageLine Solutions®

You care. We understand.

A Greek Interpreter

"Over the eight years that I've been a Greek Interpreter, I've had so many profound experiences where I've felt I've made a difference. I've had the exhilarating experiences of helping save people in emergencies such as heart attacks and accidents. I've been fortunate enough to be the voice that gave parents joyous news of a healthy pregnancy and told a frantic mother that her child's fever had broken and he would be just fine… I am thankful for all these experiences — the happy ones, the sad ones, the frightening ones, even the ordinary ones — not only because I am doing something useful and making a difference — that, in and of itself, is invaluable — but also for a very selfish reason. Each and every experience helps to make me a better, more empathic human being. I like to think I make a difference on every call--sometimes in a small way and sometimes in a very big way. These calls are a constant reminder of the innately and universally human need to communicate--to be understood."

Our commitment as your partner

Thank you for considering LanguageLine Solutions as your language access partner. Originally founded by a police officer to remove language barriers with the public, we can put our experience to work for your agency. Supporting your language access plan, we can help you ensure compliance, maximize your resources and more efficiently serve a multilingual public. LanguageLine Solutions is the global leader in innovative language access solutions for more than 35 years. Our latest innovation, Olympus™, is an award-winning cloud-based language access platform that is redefining on-demand language delivery. We provide the highest quality phone, video, and onsite interpreting, translation and localization, as well as bilingual staff and interpreter testing and training. Trusted by more than 27,000 clients to enable communication in any situation with the growing Limited English Proficient and the Deaf and Hard-of-Hearing populations, we deliver the industry's fastest and most dependable access to highly trained and professional linguists in more than 240 languages, 24/7/365. LanguageLine Solutions facilitates more than 36,000,000 phone, video, and onsite interactions each year; a new connection every second.

LanguageLine Solutions®

CMAS

4-07-03-0249A

1-800-752-6096 | CustomerCare@LanguageLine.com | www.LanguageLine.com

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www.LanguageLine.com

LanguageLine Solutions®

Connect to LanguageLine InSight Video Interpreting®

Accessing LanguageLine Solutions® professional interpreters through the InSight® application is quick and easy. InSight is typically accessed via our IOS application found in the App Store, and is accessible at insight.languageline.com on Windows® PCs, MacOS®, and Android™ devices using the latest version of Firefox® (depending on the device model) or Google Chrome™. For Windows devices, an installer is also available for enterprise distribution.

SAFETY AND SECURITY

Connections through InSight are encrypted end-to-end, which supports compliance with privacy regulations including the Health Insurance Portability and Accountability Act (HIPAA). Our application utilizes WebRTC and SIP/TLS with encrypted data and video streams using industry standard encryption methods like HTTPS, DTLS, and SRTP. Endpoints use the AES cipher with 128-bit keys to encrypt audio and video, and HMAC-SHA1 to verify data integrity. There is no need for VPN tunnels; InSight is designed to work with most standard firewall configurations.

NETWORK REQUIREMENTS

A wireless network must be provided with enough coverage and capacity for a sustained 384kbps of bandwidth per simultaneous video call, and 64kbps per simultaneous audio call. In addition, the InSight application may require access to specific ports in order to work. An organization's network administrator can configure these firewall settings.

IPADS® SUPPORTED

Running iOS Version 9 or higher.

- IPad (5th Generation)
- IPad Pro®
- IPad Air® 2 / Air
- IPad Mini® 4 / 3 / 2
- IPad (3rd and 4th Generation)
- IPad 2

Recommended: *iPad (5th Generation) / iPad Pro / iPad Air 2*

IPHONES® SUPPORTED

IPhone 5s or higher, running IOS Version 9 or higher.

MAC OPERATING SYSTEM

Using the latest version of Google Chrome or Firefox.

- Mac OS X® 10.9 or later
- Processor: 64-bit, 1gigahertz(GHz) or more
- 1G of free disk space
- 2G of RAM

Recommended: *MacOS 10.12 Sierra*

ANDROID DEVICES

Some Android devices are compatible with InSight using the latest version of Google Chrome.

WINDOWS OPERATING SYSTEM

Using the latest version of Google Chrome or Firefox.

- Windows 7, Windows 8, or Windows 10
- Processor: 64-bit, 1gigahertz(GHz) or more
- 1G of free disk space
- 2G of RAM

PERIPHERAL CAMERAS RECOMMENDED

Logitech® HD Pro C930, C920, C910

FOR A FREE DEMONSTRATION, TRIAL, OR MORE INFORMATION

Contact your Account Executive

FOR CUSTOMER CARE

Call 1-800-752-6096 or email CustomerCare@LanguageLine.com

FOR TECHNICAL ASSISTANCE

Call 1-844-373-1951

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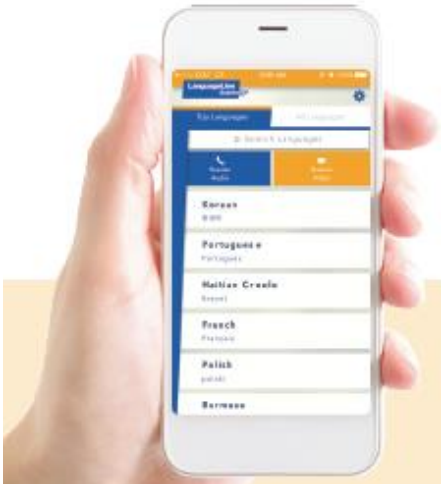
LanguageLine Solutions®

The Power of InSight in the Palm of Your Hand

Overcoming language barriers for those in the government services has never been easier. Introducing the LanguageLine® InSight℠ for iPhone application, the latest innovation from the #1 global provider in phone interpreting. Experience the flexibility for you and your staff when working in and out of the office, traveling from location to location, or out in the field. Access to language services can be in your pocket ready to easily and quickly connect in just seconds to the world's best interpreters with just one tap using WIFI or cellular*. The convenience of complete mobility and incomparable dependability makes your job easier, facilitating clear, accurate communication that strengthens relationships with the limited English speaking communities you serve.



- Incorporate mobile users into your existing LanguageLine account
- Clear audio interpreting in 240 languages 24/7
- High quality video interpreting in 34 top spoken languages
- Secure with full end to end encryption
- Reliability-99.99% system availability
- 24/7 technical support
- Comprehensive reporting & Call History
- Configurable to audio only

"When I am completing a home visit, being able to communicate in any language is very easy and extremely helpful. The interpreter makes my job so much more effective because we can all understand each other."

— Social Services Worker

THE INSIGHT IPHONE APP IS PERFECT FOR:

- Social Services Agencies
- Police, Fire, EMS Personnel
- K-12 School Staff
- Courthouse Needs
- Community Outreach Efforts
- Disaster Relief
- Code Enforcement
- Voter Assistance

Complimentary download from the App Store.
For more information or to get started, contact your Account Executive or Customer Care at 1-800-752-6096 or CustomerCare@LanguageLine.com.

*Additional charges may apply from your telephone/wireless service provider

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InSight℠ Network Requirements

Security

- To maintain compliance with privacy regulations, all connections through the InSight Video solution are encrypted end to end. The underlying technology uses Web Real-Time Communication (WebRTC) for video calls and secure VoIP for audio calls. With WebRTC, data and video streams are encrypted using industry standard encryption methods like HTTPS, DTLS and SRTP.
- Endpoints use the AES cipher with 128-bit keys to encrypt audio and video, and HMAC-SHA1 to verify data integrity.

Network Requirements

1. Each video call requires a minimum bandwidth of 384kbps.
2. Each audio call requires a minimum of 64kbps.
3. LanguageLine requires the customer to have a non-saturated internet connection.
4. The customer must provide a wireless network with enough coverage, capacity, and security for connectivity over the network. The network should be designed and structured to provide 384kbps of bandwidth for each simultaneous video call.

Firewall Settings

- Running InSight Video requires the client application to have access to its services over specific ports in order to work. A network administrator in your organization can configure these firewall settings.
  - **Video Calls**

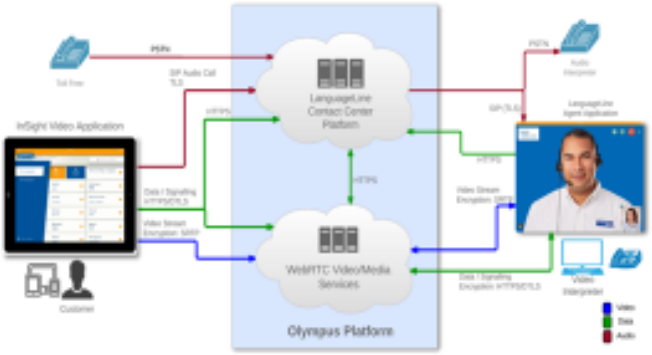
    Minimum Requirement: The minimum requirement is that outbound TCP port 443 is open. Most firewall/proxy rules allow Secure Sockets Layer (SSL) traffic over outbound port 443. Ensure non-web traffic can also pass through outbound TCP 443.

    Better Experience: In addition to the above minimum requirement open outbound UDP port 3478 for better media performance.

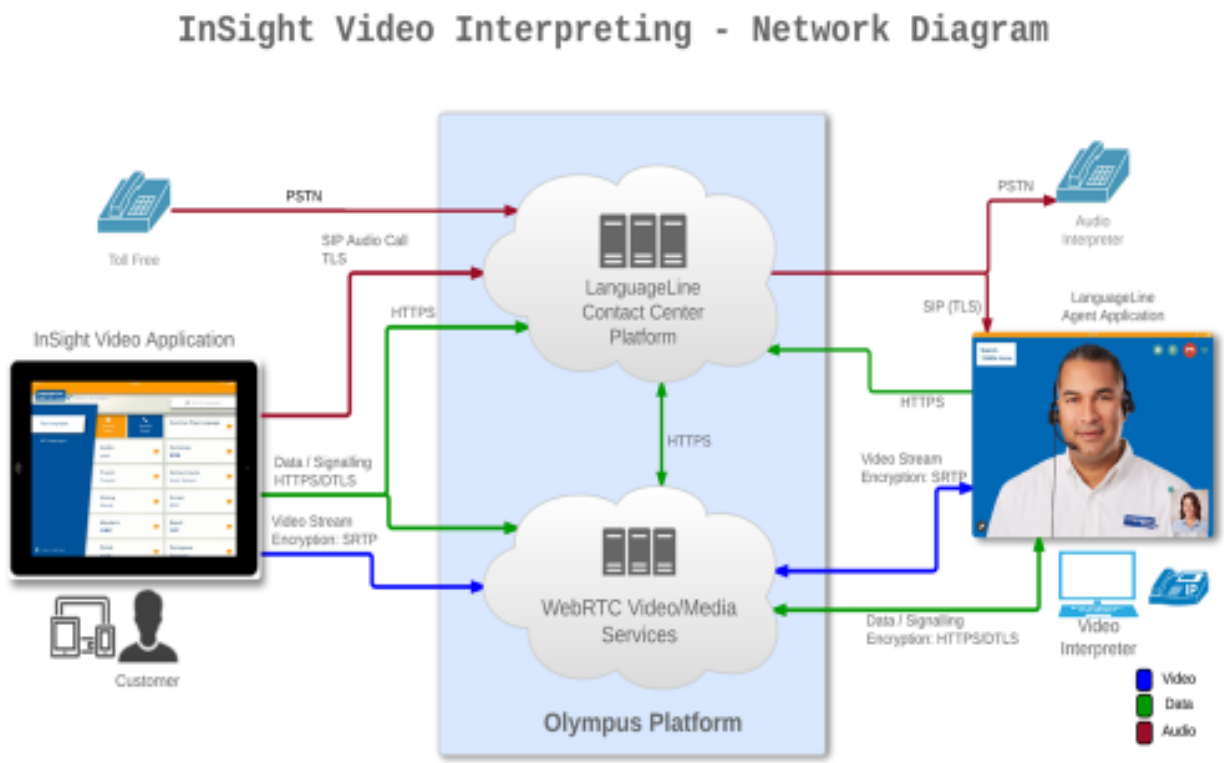
    Best Experience: For the best possible media experience, open outbound UDP range 1025 - 65535.
  - **Audio Calls**

    Requirement: Audio calls use SIP over TLS. The minimum requirement is that outbound TCP port 5061 is open and outbound UDP range 1025 – 65535 is open.

InSight Video Interpreting - Network Diagram



InSight℠ Network Diagram



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NORTH AMERICAN MASTER SERVICES AGREEMENT
WITH

NEBRASKA CITY

Language Line Services, Inc. (the "Company") and you, the Customer ("Customer" or "you"), agree that the terms and conditions shown below and in all attachments and addenda hereto will apply to the services provided by the Company to you under this Agreement.

TERMS OF SERVICE

1. **TERM OF AGREEMENT.** This Agreement is a Master Services Agreement for all of the services currently offered by the Company (the "Services"). The terms and conditions for each of the Services are set out in the respective attachments to this Agreement as identified below in subsections 1.a. through 1.h. (the "Services Attachments"). Please indicate with your initials in the boxes provided those Services you currently are interested in receiving. Additional Services can be added in the future by incorporating an amendment to this Agreement.

   [x] a. for Over-the-Phone (OPI) Services, **Attachment A1 Interpreter Services Usage Charges & Schedule of Fees**

   [ ] b. for OnSite Services, **Attachment A2, OnSite Interpreter Services Usage Charges & Schedule of Fees**

   [ ] c. for Translation and Localization Services, **Attachment A3, Translation and Localization Customer Charges**

   [ ] d. for Language Tests, **Attachment A5a, LanguageLine® Testing℠, Language Testing Fees**

   [ ] e. for Testing of Interpreters, **Attachment A5b, LanguageLine® Testing℠, Interpreter Testing Fees**

   [ ] f. for Training of Interpreters, **Attachment A5c, LanguageLine® Training℠, Interpreter Training Fees**

   [ ] g. for In-Language Services, **Attachment A6 LanguageLine® Direct Response℠ Client Charges**

   [ ] h. for Video Interpreting Services, **Attachment A7, LanguageLine InSight® Video Interpreting Charges**

   This Agreement, and the Services you have selected, will become effective upon the signing by both parties of this Agreement and will continue in effect for the Initial Term (the "Initial Term") identified on the respective Services Attachments for each of the Services, unless earlier terminated as set forth in this Agreement. Upon the expiration of the Initial Term, this Agreement will be automatically renewed for successive one-year periods unless either party provides written cancellation notice to the other at least one hundred twenty (120) days prior to the expiration of the then-current Term. As used in this Agreement, each term after the Initial Term is a "Renewal Term" and the Initial Term and the total Renewal Terms are the "Term." Upon receipt of a timely cancellation notice by either party, this Agreement will terminate at the end of the then-current Term.

2. **PAYMENT TERMS.** Usage charges and fees for the respective Services are set out in the respective Services Attachments. Customer agrees to pay all undisputed invoiced charges for Services in full within thirty (30) days of the invoice date. Any disputed charges in an invoice must be identified to the Company within thirty (30) days of invoice issue date or will be waived by Customer. Customer shall not have the right to set-off any disputed amounts. Amounts subject to dispute once resolved either will be credited to Customer on the next invoice (if resolved in favor of Customer) or added to the next invoice (if resolved in favor of the Company) or as otherwise mutually agreed upon. Invoices will be sent to the Customer billing address shown in **Attachment B,** or to such other address as Customer may specify by giving written notice to the Company to the attention of Contracts Administration.

3. **USE OF SERVICES.** Customer warrants that (i) it will not resell the Services as a service or product to any third parties, except that Customer may charge Customer's own customers, clients or patients for the Services provided by the Company and (ii) Customer will not use the Services in any manner that may violate any applicable law, rule or regulation. Customer agrees to safeguard its Client Identification Number ("CIN") against use by unauthorized persons. Customer shall be solely and fully responsible for charges resulting from use of its CIN, whether or not such use is authorized by Customer.

4. **CONFIDENTIALITY.** (a) the Company will not disclose any information provided by Customer or Customer's customers/clients, using the Services , including but not limited to personally identifiable information protected under federal and state laws to any person who is not the Company personnel, and will use such information only for purposes specifically contemplated in this Agreement. These obligations do not apply to information which is expressly identified by Customer as not being confidential or is in the public domain. (b) the Company and Customer will not disclose to any person who is not the Company personnel or Customer the terms and conditions of this Agreement or any of the information provided in any invoices or other documents or oral communications between the parties relating to Services. (c) If either party has been requested or is required by discovery request in a litigation, subpoena, civil investigative demand or similar process to disclose any such then that party so compelled may disclose such information without liability after giving reasonable notice to the other party promptly to assert whatever objections the other party desires to prevent such disclosure within such deadlines are required by the governing statutes, rules or regulations.

5. **RELATIONSHIP OF PARTIES.** The parties are independent contractors, and nothing in this Agreement will be deemed to place the parties in the relationship of employer-employee, principal-agent, partners or joint venturers. Each party will be responsible for paying its own payroll taxes, disability insurance payments, unemployment taxes, any employee benefits (if applicable) and other similar taxes, benefits or charges.

6. **LIMITED WARRANTIES AND LIABILITY.** THE COMPANY WILL PERFORM ALL SERVICES COVERED BY THIS AGREEMENT TO CUSTOMER IN A PROFESSIONAL MANNER CONSISTENT WITH INDUSTRY STANDARDS. THE COMPANY MAKES NO OTHER REPRESENTATION, WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, OF ANY KIND, AND THE COMPANY SPECIFICALLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT INTERPRETATIONS, TRANSLATIONS, AND LOCALIZATIONS MAY NOT BE ENTIRELY ACCURATE IN ALL CASES AND THAT EVENTS OUTSIDE OF THE CONTROL OF LANGUAGE LINE MAY RESULT IN UNCOMPLETED OR INTERRUPTED SERVICE. EXCEPT FOR THE PARTIES' OBLIGATIONS UNDER SECTIONS 4 (CONFIDENTIALITY), 7 (INDEMNIFICATION) AND CUSTOMER'S OBLIGATIONS UNDER SECTION 2 (PAYMENT TERMS), AND TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER FOR CLAIMS RELATING TO THIS AGREEMENT, WHETHER FOR BREACH OR IN TORT AND INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL BE LIMITED TO THE AMOUNT PAID BY CUSTOMER TO THE COMPANY WITHIN THE PREVIOUS 12 MONTHS AND EXCEPT AS IS PROHIBITED BY LAW OR SUBJECT TO A PARTY'S OBLIGATIONS UNDER SECTION 7 (INDEMNIFICATION), NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT (INCLUDING LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE), HOWEVER IT ARISES, WHETHER FOR BREACH OR IN TORT, EVEN IF THAT PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. LIABILITY FOR DAMAGES SHALL BE LIMITED AND EXCLUDED, EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

7. **INDEMNIFICATION**. The parties each agree to hold harmless and indemnify the other party and their respective officers, directors, employees, affiliates and agents from and against any claims, causes of action, damages, costs, fees, expenses, settlement or any other form of damage or expense relating to (a) a third party claim for an intellectual property violation or a breach of Section 4 of this Agreement ("Confidentiality"), (b) a claim by an employee, vendor or agent of one party asserted against the other party, or (c) the fraudulent or intentionally wrongful act of any kind by the employee or agent of one party resulting in damages to the other party. The Company maintains extensive insurance coverage for its Services. A copy of the Certificate of Insurance will be supplied to Customer upon request.

8. **CUSTOMER AFFILIATES.** This Agreement will apply to the named Customer. It will not apply to Customer Affiliates" (as defined below), unless such Affiliates are identified by name and location in **Attachment B**. If Customer will be paying for Affiliates' use, the Affiliates will use the Customer Identification Number assigned to Customer and all of the invoices for all Affiliate use of the Services will be sent to and paid for by Customer. If each Affiliate is responsible for paying its own use of Services, the Customer and each authorized Affiliate will be provided separate Client Identification Numbers and each Affiliate will be invoiced separately and will be responsible for payment of its use of the Services. All uses by an Affiliate shall be deemed to be subject to all of the terms and conditions of this Agreement and the word "Customer" shall be deemed to also refer to each Affiliate. The parties agree that the term "Affiliate" means (1) a company, whether incorporated or not, which owns, directly or indirectly, a majority interest in Customer or (2) a company, subsidiary, or joint venture, whether or not incorporated, in which a 50% or greater interest is owned, either directly or indirectly, by Customer or its parent company.

9. **PUBLICITY.** Customer agrees that the Company may use Customer's name and/or corporate logo on the Company' website and marketing materials and upon the Company's reasonable request will provide a testimonial regarding the Company's services for use in the Company's marketing of its Services.

10. **ASSIGNMENT.** Neither party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party, except that the Company may assign its right to payment to an affiliated company and, either party may assign this Agreement to a successor company without consent, provided that the successor company ratifies and assumes this Agreement in its entirety.

11. **TERMINATION.** A party claiming the other party to be in breach of this Agreement may terminate this Agreement on thirty (30) days' written notice if the party claimed to be in breach does not cure the alleged breach, unless such breach is not curable in thirty (30) days in which case the party claimed to be in breach shall have a commercially reasonable time to cure the breach. Upon termination of this Agreement for any reason, Customer shall pay, within thirty (30) days of invoice, charges for all Services rendered prior to the effective date of termination. Any disputed charges shall be resolved by Customer and the Company within that thirty (30) day period and any adjustment paid or credited within thirty (30) days thereafter.

12. **ACQUISITION OR MERGER OF CUSTOMER.** If Customer is acquired by or merged into another Company customer, or acquires another Company customer, the terms and conditions of this Agreement, including pricing as set out in the applicable Services Attachments, shall remain unaffected.

13. **ADDITIONAL TERMS.** (a) **WAIVER OR DELAY.** Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement. (b) **SURVIVAL OF OBLIGATIONS.** The obligations of the parties under this Agreement which by their nature should continue beyond the termination or expiration of this Agreement will remain in effect after termination or expiration. (c) **NO THIRD PARTY BENEFICIARIES.** Neither this Agreement nor the provision of Services shall be construed to create any duty or obligation on the part of the Company to any third parties, including, without

limitation, any persons participating in or the subject of conversations for which Services are provided, and does not provide any third party with any right, privilege, remedy, claim or cause of action against the Company, its affiliates or their respective successors. (d) **CHOICE OF LAW.** Any action arising out of this Agreement, as well as the validity, construction and interpretation of this Agreement, will be governed by California law relating to contracts made in the State of California and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply. (e) **BINDING EFFECT**. This Agreement shall be binding upon the parties hereto, their successors, or assigns, and upon any and all others acting by or through them, or in privity with them, or under their direction. (f) **CONSTRUCTION**. This Agreement is deemed to have been drafted jointly by the parties. Any uncertainty or ambiguity shall not be construed against either party based on the attribution of drafting by either party. (g) **COUNTERPARTS; HEADINGS.** This Agreement may be executed in counterparts and as so executed shall constitute one agreement, binding on all parties. The Headings have no substantive effect and are used merely for convenience. (h) **FORCE MAJEURE.** A party is not liable under this Agreement for non-performance or delayed or interrupted performance caused by events or conditions beyond that party's control if the party makes reasonable efforts to perform. This provision does not relieve Customer of its obligation to make all payments then owing when due. (i) **NOTICES.** All notices to be given under this Agreement must be in writing and addressed as follows: to the Company at the address shown below and to Customer at the most current address provided to the Company, and sent by first class mail, postage prepaid or by facsimile or by overnight courier, and is effective upon deposit with the post office or the overnight courier (such as FedEx, DHL, etc.) or if sent by facsimile, by the receipt of the facsimile, except that any notice of termination under Paragraph 11 or any notice of cancellation under Section 1 or notice of different or changed address must be sent by overnight courier or by facsimile. (j) **COMPLIANCE**. Language Line Services, Inc. is an equal opportunity employer and federal contractor. Consequently, as applicable, the parties will abide by to the requirements of Title 41 of the United States Code of Federal Regulations (CFR) §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), which are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. As applicable, the parties will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

14. ENTIRE AGREEMENT. This Agreement and all of its Attachments is the parties' entire agreement relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter during the term of this Agreement. No modification to this Agreement will be binding unless in writing and signed by an authorized representative of each party. If any provision, or part thereof, in this Agreement is held to be invalid, void or illegal, it shall be severed from this Agreement and shall not affect impair, or invalidate any other provision, or part thereof, and it shall be replaced by a provision which comes closest to the severed provision, or part thereof, in language and intent, without being invalid, void, or illegal.

The person signing this Agreement on behalf of Customer certifies that such person has read and understands all of its terms and conditions, and is fully authorized to execute this Agreement on behalf of and bind the Customer to all its terms and conditions. Both parties agree that the delivery of the signed service agreement by facsimile or e-mail, or use of a facsimile signature or other similar electronic reproduction of a signature or electronic signature shall have the same force and effect of execution and delivery as an original signature, and in the absence of an original signature, shall constitute the original signature.

Customer Name:	**Language Line Services, Inc.**
Accepted by (signature):	Accepted by (signature):
Name (type or print):	*Name (type or print): Bonaventura A. Cavaliere*
Title (type or print):	*Title (type or print): CFO*
Date:	Date

Prepared by: Phone Number: Date:

ENTERPRISE CONTRACT: ☐ Yes ☐ No CUSTOMER NUMBER: 22481

INITIAL TERM: 3 years

CUSTOMER NAME: State of Nebraska- Nebraska City AFFILIATE NAME:

ENROLLMENT & SET-UP PACKAGES:

- One time set up charge for each client identification number, which includes a detailed monthly electronic statement ~~$275~~ **WAIVED**

- Each subsequent client identification number with corresponding statement ..... ~~$125~~ **WAIVED**

PER MINUTE USAGE CHARGES/RATES:

- Price per minute for Language Line Services is based on the language requested and time of day.

TIERS	LANGUAGES	PEAK*	NON-PEAK*
1	Spanish	$.65	$.65
2	Chinese (Mandarin and Cantonese), French, Japanese, Polish, Russian, Vietnamese	$.65	$.65
3	Armenian, Cambodian, German, Haitian Creole, Italian, Korean, Portuguese	$.65	$.65
4	Farsi, Tagalog, Thai, Urdu and all other languages	$.65	$.65

* Peak = 5 a.m. - 5 p.m. Monday – Friday

* * Non-Peak = 5 p.m. - 5 a.m. Monday - Friday, weekends, and holidays (New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas).

- There is no charge for standard toll-free access to Language Line Services.
- Per minute rates do not include international calls.

- VOLUME SURGE: Language Line Services reserves the right to assess a 15% surcharge for months in which defined surges in volume occur unless the customer has notified Language Line Services two weeks in advance of the anticipated increase. A volume surge is defined as a 10% increase in minutes of use from the previous day and the amount of increase is over 5,000 minutes per day.
- Minimum charge per client identification number.....~~$100~~ **WAIVED** per client identification number
- Platform access per call.....$0.25 per call
- FCC SURCHARGE AND FEES: Fees to third party telecommunications service providers that Language Line Services has or will pay to these third parties: surcharges, fees, taxes, payments to the Universal Service Administrative Company (USAC).
- FINANCE CHARGE: Applied to any past due balances. Interest will accrue from the date on which payment is due at a rate equal to the lesser of 1.5% per month or the maximum rate permitted by applicable law.

PLEASE NOTE: This document is the sole document that reflects pricing for your account. This document must be signed by an authorized representative from your company. Pricing is only final upon a signature by an authorized officer of Language Line Services. Pricing changes will be made on next full monthly billing cycle.

BILLING OPTIONS:

☐ Electronic Bill..... FREE
☐ Hierarchical Bill /Month $30/month
☐ Custom billing fee (per invoice, per month) $30/invoice/month
☐ Historical Invoices over 90 days (per monthly invoice requested) $30/invoice/month
☐ Paper Bill..... $10

CUSTOM REPORTING OPTIONS:

☐ Custom Report Set-up (per hour) $250/hour
☐ Custom report maintenance $30/month

SERVICE OPTIONS:

☐ Custom 800 line maintenance $30/month
☐ Custom 800 line set-up $150
☐ Custom greeting maintenance $30/month
☐ Custom greetings set-up $50
☐ Custom recording for redirection of old/abandoned number set-up $50
☐ Custom recording for redirection of old/abandoned number.....$10/month
☐ Long distance dial out charge: Applied per dial out (in addition to per minute charges) .....…$5

OPTIONAL TRAINING ASSISTANCE AND MATERIALS:

☐ Buddy Tags (50 tags per set) ..... ~~$50~~ **WAIVED**
☐ Customized reference and support materials development (per hour) ..... ~~$179~~ **WAIVED**
☐ Desk top displays (each) ..... ~~$11~~ **WAIVED**
☐ Language identification cards (each set of 50) ..... ~~$49~~ **WAIVED**
☐ Posters (each) ..... ~~$10~~ **WAIVED**
☐ Quick Reference Guides Wallet Cards (0-50) ..... ~~$10~~ **WAIVED**
☐ Quick Reference Guide Postcards (0-50) ..... ~~$10~~ **WAIVED**
☐ Quick Reference Guides and Wallet Cards (each additional set of 50) ..... ~~$29~~ **WAIVED**
☐ Training / Awareness assistance (on site per day/per person) $500
☐ Training / Awareness assistance (telephone/per session) $125

OPTIONAL INTERPRETER APPOINTMENT AT SPECIFIC TIME:

☐ Applied per appointment $100
Cancellation per appointment will be charge $200 for any missed appointment ..... $200 per missed appointment

The person signing this agreement certifies that such person has read and acknowledged all terms and conditions, that he or she has read and understands all of the terms and conditions, and is fully authorized to execute this Agreement on behalf of and bind the Customer to all its terms and conditions. Both parties agree the delivery of the signed service agreement by facsimile or e-mail shall have the same force and effect of execution and delivery as the original signature.

Customer Name:	Language Line Services, Inc.
Accepted by (signature):	Accepted by (signature):
Name (type or print):	Name:
Title (type or print):	Title:
Date:	Date:
	Prepared by and date:

Attachment A7
LanguageLine InSight Video Interpreting®

Customer Name: State of Nebraska

Customer Number: 22481

Affiliate Name (if applicable): Client ID (if applicable):

Enterprise Contract: ☐ Yes ☐ No

Terms [Years]: 3 Years
Starting [Date]: Date of Activation

PER MINUTE USAGE RATES - Usage is billed in one-minute increments based on the language requested.

TIER	LANGUAGES	PER MINUTE
1	American Sign Language	$2.95
2	Spanish	$1.85
3	All Other Languages	$1.95

FEES

License Fees ..... No Charge
Training Collateral - Standard ..... No Charge
Training Collateral - Custom ..... TBD

Please check the appropriate box(es) below to indicate your choice:

☐ Monthly Service Fee
- ☐1-10 Activated Devices……$30.00
- ☐11-100 Activated Devices……$75.00
- ☐101+ Activated Devices……$200.00

☐One-Time Service Activation Fee (Unlimited Device Activations)……$2,500.00

EQUIPMENT OWNERSHIP

☐ Customer-Supplied Equipment ☐ Customer-Owned Equipment ☐ Language Line-Owned Equipment

Customer-Supplied	Purchased by the Customer from a supplier other than Language Line Services.
Customer-Owned	Purchased by the Customer from Language Line Services.
Language Line-Owned	Leased by the Customer from Language Line Services.

If additional equipment is ordered over the term of the contract and a different equipment ownership type than is selected above is requested either verbally or in writing, the associated fees outlined in this document will apply.

CUSTOMER-OWNED EQUIPMENT PURCHASE RATES - The following equipment is available for purchase, while supplies last:

32GB 5th generation iPad (9.7-inch) with Screen Protector..... $425.00 each
64GB iPad Pro (12.9-inch) with Screen Protector ..... $1,000.00 each
9.7-inch Screen Protector ..... $29.00 each
Table Top Stand..... $225.00 each
Interpreter on Wheels™ (2nd generation) Stand with TrueSound™ ..... $995.00 each
TrueSound™ Audio Amplification Enclosure..... $195.00 each

LANGUAGE LINE-OWNED EQUIPMENT LEASE RATES - The following equipment is available to lease for a monthly fee:

iPad and Interpreter on Wheels™ Stand.....$75.00 per month per unit
iPad and Table Top Stand .....$45.00 per month per unit

1. **TERMS REGARDING SOFTWARE APPLICATION.** The Services are provided by Language Line through a desktop and/or tablet

application (the "App"). The App must be downloaded by Customer to use The Services. Customer agrees (a) that it will not make any copies of the App or attempt to reverse engineer it or make any changes to it; and (b) that the following uses of the Services are prohibited: the transmission of any message or other material which constitutes an infringement of any copyright or trademark; an unauthorized disclosure of a trade secret; the transfer of information or technology abroad in violation of any applicable export law or regulation; a violation of Section 223 of the Communications Act of 1934, as amended, 47 U.S.C. Section 223, or other criminal prohibitions regarding the use of telephones to transmit obscene, threatening, harassing or other messages specified therein; a libelous or slanderous statement; or a violation of any other applicable statute or government regulation.

2. **INTELLECTUAL PROPERTY RIGHTS.** Customer acknowledges and agrees that the App and the LanguageLine InSight® , TrueSound™ and Interpreter on Wheels™ trademarks are exclusively owned by Language Line, and that neither this Agreement, nor Customer's use of the Services, the App or the Equipment provides Customer with any right, title, or interest in or to the Services, the Equipment or the App, or any of the other technology, systems, processes or other aspect of the Services, including but not limited to any intellectual property rights. Customer expressly agrees that it shall not seek or obtain registrations of, or assert, and is expressly prohibited from asserting or filing, registrations and/or applications for any claims of ownership rights or intellectual property rights in the App, the InSight℠ service mark, the Equipment or the Services in any country, nation, or jurisdiction throughout the world, and is prohibited from copying, decompiling, reverse engineering, disassembling, modifying, or creating derivative works of the App, the Interpreter Services, or any aspect thereof, and Customer agrees that it shall not do so. This provision Paragraph shall survive the expiration of this Agreement and will continue to apply after the Agreement ends.

3. **ENCRYPTION.** Language Line acknowledges that encryption is built into the App and the Services platform, ensuring the security of the live video as it traverses the Internet. This encryption allows Language Line to fulfill its obligation under any Customer Business Associate Agreement ("BAA") with respect to the Services. Language Line does not record the video call and therefore has no record of the call content. With respect to the App's electronic NotePad™ function, written information relayed during the call is also encrypted. As with the live video, no recording is made of information written on the NotePad™ and therefore this information cannot be retrieved after the call's completion.

4. **TRANSMISSION RELEASE.** Customer acknowledges that the use of the Services requires that the user's voice, likeness and/or image as well as the user's personally identifiable information is or will be transmitted over the Internet. Customer hereby authorizes Language Line to transmit each user's voice, likeness, image and/or personally identifiable information over the Internet solely for the purpose of the Services, and Customer agrees to obtain such privacy consents, releases and approvals as may be required to obtain authorization from each user to transmit all of the foregoing for purposes of the Services. Customer shall indemnify and hold harmless Language Line and its affiliates and their respective employees from all costs, fees, expenses, and damages of any nature whatsoever related to any claims relating to the unauthorized use of the image, likeness, voice and/or personally identifiable information of any Customer employee, agent, contractor, patient, customer, client or other user of the Services under Customer's control. This Paragraph shall survive the expiration of this Agreement.

5. **RESPONSIBILITY FOR UNAUTHORIZED USE.** Customer will safeguard its use of the Services against use by unauthorized persons and will be responsible for charges resulting from use of its Services, whether or not such use is authorized.

6. **AVAILABILITY OF SERVICES.** The Services may not be available at all times due to interruptions, technical problems, and/or system upgrades and maintenance. All interpreters provided in conjunction with the Services may not be available at all times and interpreters will be assigned solely by Language Line.

7. **QUALITY CONTROL.** Customer acknowledges that Language Line from time to time will monitor calls made through the Service for purposes of quality control.

8. **EQUIPMENT TERMS (applies to InSight℠ Application with Language Line-owned Equipment option only).** Language Line agrees to supply the iPads, stands and any other equipment requested by Customer (collectively, the "Equipment") for the duration of the contract for a monthly lease fee. The parties acknowledge and agree that this Equipment remains the sole property of Language Line and will be returned to Language Line, undamaged, upon termination of the contract, unless superseded by a purchasing agreement. The parties agree that the Equipment will be used for the sole and exclusive purpose of providing Language Line remote interpreting services and may not be configured and/or altered for any other purpose without express prior written consent from Language Line. Language Line will enroll Language Line-owned iPads in Language Line's MDM (Mobile Device Management) system. Customer agrees that Equipment will be kept only at Customer address(es) listed in this Agreement. From time to time, upon twenty-four (24) hours' notice to Customer, Language Line, during a Customer's regular business hours, may enter the Customer's premises where the Equipment is located to inspect and maintain Equipment. Language Line warrants that Equipment shall be free from defects in materials and workmanship, except when (i) Equipment has been altered or modified without written approval from Language Line, or (ii) Equipment has been used by a person or entity other than the Customer or other permitted users. Customer assumes and bears all risk of loss and/or damage of Equipment, other than normal wear and tear, from the time that Equipment is delivered until returned to Language Line following the expiration of the contract. Failure to return the Equipment in normal working order will result in the billing of the customer for the full retail cost of the Equipment, which Customer hereby agrees to pay. Customer agrees that the sole and exclusive remedy for damages or loss shall be limited to the repair or replacement of the Equipment and acknowledges that Language Line reserves all rights and remedies to re-take possession of the Equipment if Customer fails to pay any undisputed invoiced amounts owed hereunder and Customer waives any legal claims for damages in connection therewith.

The person signing this agreement certifies that such person has read, understood, and acknowledged all terms and conditions, and is fully authorized to execute this Agreement on behalf of and bind the Customer to all its terms and conditions. Both parties agree the delivery of the signed service agreement by facsimile or e-mail shall have the same force and effect of execution and delivery as the original signature.

Customer Name:	Language Line Services, Inc.
Accepted by (signature):	Accepted by (signature):
Name /Title (type or print):	Name /Title (type or print):
Date:	Date:
Preparer's Name and Date: Nathan Nuñez 7/11/18	

ENTERPRISE CONTRACT: ☐Yes ☐No

INITIAL TERM: CUSTOMER NUMBER: **535010**

CUSTOMER NAME (Parent Company): **State of Nebraska**

CLIENT NAME (Affiliate):

Please complete both pages of this Attachment B and send a copy of it, the signed Agreement, a copy of your W-9 and if applicable a copy of your tax exempt certificate to Language Line Services, Inc, Attn: Contract Administration Department, 1 Lower Ragsdale Drive Building 2, Monterey, CA 93940.

OPERATIONS CONTACT

Name w/ Salutation: Title:

Telephone: Fax:

E-Mail:

Address:

City. State. Zip/Postal Code:

BILLING CONTACT ☐ Same as operations contact

Name w/ Salutation: Title:

Telephone: Fax:

E-Mail:

Address:

City. State. Zip/Postal Code:

TRAINING CONTACT (If applicable) ☐Same as billing contact ☐Same as operations contact

Name w/ Salutation: Title:

Telephone: Fax:

E-Mail:

Address:

City. State. Zip/Postal Code:

The number of employees who will be trained to use the interpreter service (estimated):

Standard Industry Classification (SIC Code), if known

Tax Exempt: ☐ No ☐ Yes. **If yes, please include a copy of tax exempt letter or certificate with application.**

If applicable please include a copy of your Purchase Order and/or provide PO #:

Your prompt return of this form and the signed Service Agreement (if applicable) will ensure a speedy activation of your account

The person signing this agreement certifies that such person has read and acknowledged all terms and conditions, that he or she has read and understands all of the terms and conditions, and is fully authorized to execute this Agreement on behalf of and bind the Customer to all its terms and conditions. Both parties agree the delivery of the signed service agreement by facsimile or e-mail shall have the same force and effect of execution and delivery as the original signature.

SIGNATURES

	Language Line Services, Inc.
Accepted by (signature):	Accepted by (signature):
Name (type or print:	Name:
Title (type or print:	Title:
Date:	Date**:**
	Prepared by: Phone/Fax:

BOARD OF PUBLIC WORKS
NEBRASKA CITY, NEBRASKA

July 12, 2018

The Honorable Mayor and
Members of the City Commission
Nebraska City, Nebraska 68410

The Board of Public Works respectfully recommends the appointment of Jeffrey Kohrs as Director to the NPGA Board of Directors and Mary Lynn Hall to remain as the Alternate Director of the NPGA Board of Directors. It is the recommendation of the Board of Public Works to approve the following Resolution:

> A Resolution for the Appointment of Jeffrey Kohrs as Director to the NPGA Board of Directors and Mary Lynn Hall to remain as the Alternate Director of the NPGA Board of Directors.

Respectfully submitted,

BOARD OF PUBLIC WORKS

John V. James

John James, Secretary

I hereby certify that the approval of the City Commission of the City of Nebraska City, Nebraska, for the above recommendation was granted at their meeting on:

Date

Randy Dunster, City Clerk/Treasurer

Nebraska City
Resolution No. 2793-18

DIRECTOR AND/OR ALTERNATE DIRECTOR APPOINTMENT FORM
FOR
NPGA BOARD of DIRECTORS

Director and/or Alternate Director to the NPGA Board of Directors

Whereas, the City of Nebraska City, State of Nebraska, is a party to the Interlocal Agreement creating the National Public Gas Agency; and pursuant to the terms of said Agreement, it is the responsibility of the City Council of Nebraska City to designate a representative and alternate representative to the National Public Gas Agency Board of Directors provided for under the terms of said Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nebraska City that:

1. The City Clerk is hereby directed to give written notice to the National Public Gas Agency of the appointment of Jeffrey Kohrs as the representative of the City of Nebraska City, State of Nebraska, to the said Board of Directors.

2. The City Clerk is hereby directed to give written notice to the National Public Gas Agency of the appointment of Mary Lynn Hall as the alternate representative of the City of Nebraska City, State of Nebraska, to the said Board of Directors.

This is to certify that the appointment set out above was approved by the City Council of the City of Nebraska City, State of Nebraska, at their meeting on

Dated: ____ of _____, _____.
Day Month Year

Signed: _____
Bryan Bequette, Mayor

ATTEST:

_____
Randy Dunster, City Clerk-Treasurer

BOARD OF PUBLIC WORKS
NEBRASKA CITY, NEBRASKA

July 12, 2018

The Honorable Mayor and
Members of the City Commission
Nebraska City, Nebraska 68410

The Board of Public Works respectfully recommends the approval of Gas Work Order #222 in the amount of $22,813.53 to replace 2200' of 1 ¼" Steel with 2" Poly pipe on S. 66th Road South of the Beltway because of depth and cathodic protection issues.

Respectfully submitted,

BOARD OF PUBLIC WORKS

John V. James

John James, Secretary

_____

I hereby certify that the approval of the City Commission of the City of Nebraska City, Nebraska, for the above recommendation was granted at their meeting on:

_____
Date

_____
Randy Dunster, City Clerk/Treasurer

BOARD OF PUBLIC WORKS
NEBRASKA CITY, NEBRASKA

July 12, 2018

The Honorable Mayor and
Members of the City Commission
Nebraska City, Nebraska 68410

The Board of Public Works respectfully recommends the approval of Electric Work Order #174 in the amount of $269,303.41. This work order is for a 3 phase 13,800 volt underground line extension and infrastructure for the development at the former Grundman Airport for the North Star Housing Project.

In accordance with Nebraska City Utility Policy, the customer will contribute $134,694.30 towards the construction costs of this electric infrastructure extension. Nebraska City Utilities share of this work order will be $134,609.11.

Respectfully submitted,

BOARD OF PUBLIC WORKS

John V. James

John James, Secretary

I hereby certify that the approval of the City Commission of the City of Nebraska City, Nebraska, for the above recommendation was granted at their meeting on:

Date

Randy Dunster, City Clerk/Treasurer

SENDD
Southeast Nebraska Development District

July 2, 2018

Randy Dunster
City of Nebraska City
1409 Central Avenue
Nebraska City, NE 68410

RE: **Draw Down #1 Administration Expenses for CDBG #16-CD-104** (ENCLOSED)

Dear Randy,

Enclosed is Drawdown (DD) #1 for the above referenced Comprehensive Development project.

After you have reviewed this material, Bryan Bequette, Mayor and Randy Dunster, City Clerk, please sign the DD as noted and mail the original DD to SENDD in the enclosed envelope. Please keep a copy of the signed drawdown form and place that with the remainder of this documentation in File #IV – Financial Management. These claims are to go to the City Council for claims approval action.

After submittal of the Drawdown for Project #16-CD-104, in 10 to 30 days, when the automatic transfer is received from NDED and deposited in a non-interest bearing/City CDBG account and following City Council action on such bills, please write the following check(s):

	TOTAL	CDBG	OTHER
Draw Down #1			
SENDD Administration Invoice #1	$3,604.90	$3,604.90	$0
Totals:	$3,604.90	$3,604.90	$0

The total amount due to SENDD at this time equals the amount of $$3,604.90.

Sincerely,

Betsy Goodman
Community Development Specialist

LINCOLN OFFICE
2100 Fletcher Ave., Ste. 100
Lincoln, NE 68521-5862
Office: 402-475-2560

www.sendd.org

HUMBOLDT OFFICE
PO Box 308
Humboldt, NE 68376
Office: 402-862-2201

SENDD is an Equal Opportunity Provider and Employer

Southeast Nebraska Development District

2100 Fletcher Ave.
Suite 100
Lincoln, NE 68521

Invoice

Date	Invoice #
3/31/2018	3

Bill To

City of Nebraska City
1409 Central Ave
Nebraska City NE 68410

Terms	Due Date
Net 30	4/30/2018

Item	Description	Project	Amount
Admin	Meetings, documentation,	60-45 Nebraska Ctty CD	3,485.00
Travel	Travel	60-45 Nebraska Ctty CD	119.90
	Hourly rate established by SENDD Board of Directors. The rate includes salary, indirect and incidental fees.		

** Please include Project Number (example 60-07) on check **

Total	$3,604.90
Payments/Credits	$0.00
Balance Due	$3,604.90

Phone #	E-mail	Web Site
402-475-2560	rstanderford@sendd.org	www.sendd.org

NE City 16-CD104 "Admin Only" Contract Obligation Spreadsheet							
		NOTE: 90% can be Drawn =		$30,000.00	Final 10% held until closeout		$3,000.00
			SENDD ADMIN				
			6045				$27,000.00
CONTRACT AMOUNT			$30,000.00	Per Grant Contract			
CHANGE ORDER:							
ADJUSTED CONTRACT			$30,000.00	Running Total			
DRAWDOWN	Date	DDAmt	Expendure Amount	Disbursement Total			
#1 Admin		$3,604.90	$3,604.90	$3,604.90			
#2		$0.00		$3,604.90			
#3		$0.00		$3,604.90			
#4		$0.00		$3,604.90			
#5		$0.00		$3,604.90			
#6		$0.00		$3,604.90			
#7		$0.00		$3,604.90			
#8		$0.00		$3,604.90			
#9		$0.00		$3,604.90			
#10		$0.00		$3,604.90			
#11		$0.00		$3,604.90			
#12		$0.00		$3,604.90			
#13		$0.00		$3,604.90			
#14		$0.00		$3,604.90			
#15		$0.00		$3,604.90			
#16		$0.00		$3,604.90			
#17		$0.00		$3,604.90			
#18		$0.00		$3,604.90			
#19		$0.00		$3,604.90			
#20		$0.00		$3,604.90			
				$3,604.90			
Total DD to Date...		$3,604.90	$3,604.90				
Total Adjusted Contracts			$30,000.00				
Less Total CDBG Expenditures			$3,604.90				
REMAINING BALANCE			$26,395.10				
NE City 16-CD104 "Admin Only" Contract Obligation Spreadsheet							

cdbg

REQUEST FOR CDBG FUNDS / *Activity 0181 General Administration Only*

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT
See Reverse Side for Instructions / Revised January 2017

☐ Draw # ____ ☐ Final Draw	CDBG REQUEST form ACTY 0181	DED Date Stamp
DED USE ONLY — DED Reviewed By: ____ Date: ____		

Name of Local Government Grantee	Mailing Address	City	State	ZIP
01City of Nebraska City	1409 Central Ave	Nebraska City	NE	68410

CDBG Grant Number	Federal Identification Number	DUNS Number	SAM Expiration Date	Number sequence order includes Both general admin 0181 requests And project activity requests	DED Program Representative
16-CD-104	47-6006287	076983428	11/06/2018	1	Jenny Mason

Part I – STATUS OF FUNDS ACTIVITY 0181 GENERAL ADMINISTRATION

1. Grant Funds Received to Date for activity 0181 general administration	0
2. Add: Program Income Received to Date	
3. Subtotal	
4. Less: Federal Administration Funds Disbursed To Date (Must Agree To Total Of Part II, Line 3) activity 0181	$0.00
5. Total: Federal Administration Funds On Hand (Must Agree To Part II, Line 6) activity 0181	

not applicable

IMPORTANT

Complete Part II for approved activity 0181 general administration only.

PART III GRANTEE
General Administration Award
CDBG activity 0181 Amount
Awarded $ 30,000.00

90% General Admin Award max total draw prior to closeout $ 27,000.00

Part II – CASH REQUIREMENTS ACTIVITY 0181 GENERAL ADMINISTRATION

Activity Code 0181 GENERAL ADMINISTRATION ONLY	0181 General Administration
1. Total Cash Administration Requirements To Date	$3,604.90
2. Less: Local Funds Applied (Includes RLF)	
3. Less: Federal Funds Disbursed Total Must Agree To Part I, Line 4	
4. Total Current Cash Requirements	$ 3,604.90
5. Less: Unpaid Previous Request for activity 0181 general administration	
6. Less: Federal Funds On Hand for activity 0181 general administration (Must Agree To Part I, Line 5)	
7. Net Amount of Federal Funds Requested ..... **$500 MINIMUM** GENERAL ADMINISTRATION ACTIVITY 0181 REQUEST, UNLESS IT IS THE FINAL DRAW	$ 3,604.90

project activities not applicable

Copies of professional services contracts for the project must be included on the first (1st) Request for Funds and after contract execution of ***ALL*** other Professional contracts.

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812). I also certificate that the amount of the request for federal funds is not in excess of current needs.

Signature of Authorized Official (Mayor/Board Chairman)	Typed Name of Authorized Official: Bryan Bequette, Mayor		Date
Signature of Authorized Official (Clerk/Treasurer)	Typed Name of Authorized Official: Randy Dunster		Date
Person Preparing Request for CDBG Funds Form Name: Crystal Dunekacke	Organization: SENDD	Telephone Number: 402.475.2560	Email: cdunekacke@sendd.org
DEPARTMENT OF ECONOMIC DEVELOPMENT USE	AMOUNT APPROVED: $____ TITLE ____ INITIALS: ____ DATE: ____		

INCOMPLETE OR INCORRECT FORMS WILL NOT BE PROCESSED

Effective January 5, 2017 DD1 Admin

SENDD

Southeast Nebraska Development District

July 2, 2018

Randy Dunster
City of Nebraska City
1409 Central Avenue
Nebraska City, NE 68410

RE: **Draw Down #2 Project Expenses for CDBG #16-CD-104** (ENCLOSED)

Dear Randy,

Enclosed is Drawdown (DD) #2 for the above referenced Comprehensive Development project.

After you have reviewed this material, Bryan Bequette, Mayor and Randy Dunster, City Clerk, please sign the DD as noted and mail the original DD to SENDD in the enclosed envelope. Please keep a copy of the signed drawdown form and place that with the remainder of this documentation in File #IV – Financial Management. These claims are to go to the City Council for claims approval action.

As you may be aware, CDBG funds must be drawn using a separate form for *Administration costs* and a separate form for *all Other Project costs*. In accordance with that guideline, I have enclosed Drawdown #2-Project costs only, for SENDD administrative billings concerning the 2018 CDBG Comprehensive Planning Program in Nebraska City:

	TOTAL	CDBG	OTHER
Draw Down #2			
JEO Invoice No. 103305 dated 6/13/18	$3,270.00	$2,452.50	$817.50
Totals:	**$3,270.00**	**$2,452.50**	**$817.50**

- **Please process JEO billing (Inv. #103305 for $3,270.00)** for approval by the City and then make payment in the **total amount of $3,270.00.**
- ***The City will be reimbursed 75% of these costs at $2,452.50 from CDBG funds and the 25% for local costs will be in the amount of $817.50.***

NOTES:

1. Upon NDED processing, the funds will be electronically deposited in the identified City account.
2. If the City has made prior payment to JEO, then those funds are considered reimbursement and may be placed in appropriate City accounts. If you wait until the CDBG funds arrive in the account, you will have 5-days to distribute those funds for anything over $1,000.

If you have any questions please feel free to call our office.

Sincerely,

Betsy Goodman
Community Development Specialist

LINCOLN OFFICE
2100 Fletcher Ave., Ste. 100
Lincoln, NE 68521-5862
Office: 402-475-2560

www.sendd.org

HUMBOLDT OFFICE
PO Box 308
Humboldt, NE 68376
Office: 402-862-2201

SENDD is an Equal Opportunity Provider and Employer

Nebraska City 16-CD-104 "Project Only" Contract Obligation Spreadsheet

			Construction Management 0380	7th Street Project/Engineering 0230 Steets/Bridges			7th Street Project 0230 Steets/Bridges			ADA Restrooms Nuckolls Square Park 0070 Public Facilities		
CONTRACT AMOUNT		CDBG	$8,000.00			$35,500.00			$260,392.00			$36,073.00
			SENDD	CDBG	75%	$26,625.00	CDBG	75%	$195,294.00	CDBG	80%	$28,858.00
CDBG Amount												
Match			0 Local Match	Match	25%	$8,875.00	Match	25%	$65,098.00	Match	20%	$7,215.00
DRAWDOWN (*Admir	Date	DDAmt	Const Mgt	Total Invoice	Match	CDBG	Total Invoice	Match	CDBG	Total Invoice	Match	CDBG
#1 ADMIN												
#2		$2,452.50		$3,270.00	$817.50	$2,452.50		$0.00	$0.00		$0.00	$0.00
#3		$0.00			$0.00	$0.00		$0.00	$0.00		$0.00	$0.00
#4		$0.00			$0.00	$0.00		$0.00	$0.00		$0.00	$0.00
#5		$0.00			$0.00	$0.00		$0.00	$0.00		$0.00	$0.00
#6		$0.00			$0.00	$0.00		$0.00	$0.00		$0.00	$0.00
#7		$0.00			$0.00	$0.00		$0.00	$0.00		$0.00	$0.00
#8		$0.00			$0.00	$0.00		$0.00	$0.00		$0.00	$0.00
#9		$0.00			$0.00	$0.00		$0.00	$0.00		$0.00	$0.00
#10		$0.00			$0.00	$0.00		$0.00	$0.00		$0.00	$0.00
#11		$0.00			$0.00	$0.00		$0.00	$0.00		$0.00	$0.00
	Total DD	$2,452.50									$0.00	$0.00
			$0.00	$3,270.00	$817.50	$2,452.50	$0.00	$0.00	$0.00		$0.00	$0.00
Total Adjusted Contracts												
Contract Remaining												

		CDBG	Total Budget Match	Total	Leverage
0230	Streets/Bridges (7th	$ 223,142.00	$ 72,750.00	$295,892.00	
0070	Public Facilities (ADA	$ 28,858.00	$ 7,215.00	$ 36,073.00	
0090	Community Center	$ 60,000.00	$ 20,000.00	$ 80,000.00	
0590	Construction Mgt	$ 8,000.00		$ 8,000.00	
		$ 320,000.00	$99,965.00	$419,965.00	

cdbg

REQUEST FOR CDBG PROJECT FUNDS for PROJECT activities (Excludes activity 0181 general administration)

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT
See Reverse Side for Instructions / Revised January 2017

☐ >= $100,000 ☐ >= 25% Project ☐ Final Draw DED USE ONLY DED Reviewed By / Date	CDBG REQUEST form Project Acty	DED Date Stamp

Name of Local Government Grantee	Mailing Address	City	State	ZIP
City of Nebraska City	1409 Central Ave	Nebraska City	NE	68140

CDBG Grant Number	Federal Identification Number	DUNS Number	SAM Expiration Date	Number sequence order includes Both general admin 0181 requests And project activity requests		DED Program Representative
16-CD-104	47-6006287	076983428	11/06/2018		2	Jenny Mason

Part I – STATUS OF FUNDS (excludes reporting general administration activity 0181 funds)

1. Project Grant Funds Received to Date	$0.00	***IMPORTANT*** Complete Part II for all approved activities except 0181 (General Administration) even if funds are not requested.	6. Project Amount *	$320,000.00
2. Add: Program Income Received to Date (exclude RLF)	$0.00		7. Current Draw	$2,452.50
3. Subtotal			8. 25% of Project *CDBG funds ONLY Exclude General Admin (0181)	$80,000.00
4. Less: Federal Project Funds Disbursed To Date (Must Agree To Total Of Part II, Line 3)	$0.00			
5. Total: Project Federal Funds On Hand (Must Agree To Part II, Line 6)				

Part II – CASH REQUIREMENTS (excludes reporting general administration activity 0181 funds)

Activity Code Description *DO NOT INCLUDE ACTIVITY 0181 GENERAL ADMIN*	0230 Streets						TOTAL
1. Total Cash Requirements To Date for Project	$3,270.00						$3,270.00
2. Less: Local Funds Disbursed (includes RLF) (exclude Program Income)							
3. Less: Federal Funds Disbursed (include Program Income) Total Must Agree To Part I, Line 4 (exclude RLF)	$817.50						$ 817.50
4. Total Current Cash Requirements	$2,452.50						$2,452.50
5. Less: Unpaid Previous Request.							
6. Less: Federal Funds On Hand (Must Agree To Part I, Line 5)							
7. Net Amount of Federal Funds Requested** ..... **$1,500 MINIMUM CDBG REQUEST.** IF NOT FINAL DRAW, A REQUEST LESS THAN $1,500 IS RETURNED AND NOT PROCESSED							$2,452.50

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812). I also certificate that the amount of the request for federal funds is not in excess of current needs.

Signature of Authorized Official (Mayor/Board Chairman)	Typed Name of Authorized Official Bryan Bequette, Mayor		Date
Signature of Authorized Official (Clerk/Treasurer)	Typed Name of Authorized Official Randy Dunster, Clerk		Date
Person Preparing Request for CDBG Funds Form Name: Betsy Goodman	Organization: SENDD	Telephone Number: 402.475.2560	Email: bgoodman@sendd.org
DEPARTMENT OF ECONOMIC DEVELOPMENT USE ONLY	AMOUNT APPROVED: $_____ TITLE: _____ INITIALS: _____ DATE: _____		

*** If the Net Amount of Federal Funds Requested (Part II # 7) is greater/equal to the total project (excluding activity 0181) or $100,000, submit a copy of the invoices for this request.*
PLEASE REFER TO INSTRUCTIONS FOR ADDITIONAL GUIDANCE. INCOMPLETE OR INCORRECT FORMS WILL NOT BE PROCESSED
****To update calculations, either tab two(2) fields or click on a different field with your mouse.*

Effective January 5, 2017 DD2 Project

CITY OF NEBRASKA CITY

1409 Central Avenue
Nebraska City, NE 68410-2223
Phone: 402-873-5515
Fax: 402-873-5685

Agenda Information Support Sheet

To: **Mayor and Commissioners**

Council Meeting: July 16, 2018
Agenda Item: #17
Submitted By: David Partsch; David Lacy; Tracy Sachs

A. Synopsis of Issue:

a. City Code does not specifically address urinating or defecating in public, but these offenses have been punished in the past charging disorderly conduct, unlawful exposure, or even littering. The offense would be better handled with a specific code.

B. Options:

a. Adopt
b. Deny

C. Fiscal Note:

a. None

D. Recommendation:

a. Adopt ordinance 3009-18.

E. Background:

a. Without a specific code that addresses the issue, proving the elements of the crime beyond a reasonable doubt can sometimes be difficult. For example, if an officer views someone urinating in an alley, but their genitalia is not exposed to view, then the elements of unlawful exposure cannot be proven. With a section directly addressing this issue, the violation will be easier to prove and law enforcement will have specific direction on which code section to use.

****

Department Heads: **Submit this form to Dave Partsch and Grayson Path by 5:00 pm of the day the Agenda meeting is held.**

Nebraska City
ORDINANCE NO. 3009-18

AN ORDINANCE ADOPTING SECTION 24-84 OF THE CODE OF THE CITY OF NEBRASKA CITY, NEBRASKA, ADDING A SEPARATE OFFENSE OF URINATING OR DEFECATING IN PUBLIC AND PROVIDING A PENALTY THEREFORE; REPEALING ALL OTHER ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; APPROVING PUBLICATION IN PAMPHLET FORM; AND DECLARING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF NEBRASKA CITY, OTOE COUNTY, NEBRASKA, AS FOLLOWS:

SECTION 1. AMENDMENT:

That Section 24-84 of the Code of the City of Nebraska City, Nebraska, is hereby adopted to read as follows:

> **Sec. 24-84. - Urinating or Defecating in Public; Prohibited, Penalty.**
>
> It shall be unlawful for any person to urinate or defecate on a public street, alley, or any other property, public or private, open to or visible to the public. This section shall not apply to urinating or defecating in any restroom facility in a manner for which that facility was designed. Violation of this section constitutes a misdemeanor, punishable as set forth in Sec. 1-8 or with a waiver fine in the amount of $100.00.

SECTION 2. REPEAL:

That all ordinances or portions of ordinances in conflict herewith are hereby repealed.

SECTION 3. PUBLICATION AND EFFECTIVE DATE:

This ordinance is adopted and approved for publishing in pamphlet form, and shall be in full force and effect from and after 15 days after its passage, approval, and publication or posting as provided by law. The provisions of this Ordinance shall become and be made part of the Nebraska City Municipal Code and sections of this Ordinance may be renumbered to accomplish such intention.

Passed and approved this 16th day of July, 2018.

_____
Mayor

ATTEST:

_____
City Clerk-Treasurer