

# **City of Scottsbluff, Nebraska**

**Monday, November 3, 2014**

**Regular Meeting**

## **Item Reports3**

**Council to consider an agreement with the Western Area Power Administration (WAPA) for the installation of a fence located within the WAPA easement at the compost facility and authorize the Mayor to execute the agreement.**

**Staff Contact: Mark Bohl, Public Works Director**



**Department of Energy**  
Western Area Power Administration  
Rocky Mountain Customer Service Region  
P.O. Box 3700  
Loveland, CO 80539-3003

October 16, 2014

The Honorable Randy Meininger  
Mayor of Scottsbluff  
2525 Circle Drive  
Scottsbluff, NE 69361

Dear Mayor Meininger:

Enclosed is a proposed License Agreement for the installation of an 8' privacy fence around the recycle center proposed on Western Area Power Administration's easement for the Scottsbluff-Snake Creek 115-kV Transmission Line in Section 34, T.22N, R.54W, 6th. P.M., Scottsbluff County, Nebraska.

Induced voltages and currents may occur on the FACILITY constructed or placed under or near high voltage transmission lines. The LICENSEE shall be responsible for the protection of personnel and equipment in their design, construction, operation and maintenance of the FACILITY described in this License Agreement.

If the License is satisfactory, please have it executed and return it to this office. If you have any questions on this matter, please contact Barbara O'Rourke at (970) 461-7284.

Sincerely,

A handwritten signature in blue ink that reads "Brian Pederson" followed by a smaller signature that appears to be "for".

Carey Ashton  
Realty Officer

Enclosure

UNITED STATES OF AMERICA  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION

**Scottsbluff-Snake Creek 115-kV Transmission Line**  
NWNW Section 34, Township 22 North, Range 54 West  
6th Principal Meridian, Scotts Bluff County, Nebraska

Vicinity of Structure 36

**LICENSE AGREEMENT**

THIS LICENSE AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, between CITY OF SCOTTSBLUFF (LICENSEE), whether one or more, and the UNITED STATES OF AMERICA, Department of Energy, Western Area Power Administration (WESTERN), represented by the officer executing this agreement, pursuant to the Reclamation Act, Act of June 17, 1902, 32 Stat. 388, and acts amendatory thereof and supplementary thereto, and the Department of Energy Organization Act, Act of August 4, 1977, 91 Stat. 565.

**WITNESSETH:**

WESTERN concurs that the 8' privacy fence around the recycle center (FACILITY), proposed by the LICENSEE will not interfere with the operation and maintenance of the Scottsbluff-Snake Creek 115-kV Transmission Line, if constructed in the manner and at the locations shown on Exhibit A, attached hereto and made a part hereof.

In consideration of WESTERN'S concurrence, the LICENSEE agrees to the following:

- (a) This license does not grant any right, privilege, or interest in the land. The LICENSEE is responsible for obtaining any necessary land rights from the underlying landowner.
- (b) This license is only valid provided the FACILITY is constructed, operated, and maintained in conformance with the attached drawings and/or exhibits. Any relocations, changes, or upgrades require additional concurrence by WESTERN. LICENSEE agrees to alter or relocate its FACILITY, at no cost to WESTERN, to accommodate future modifications of WESTERN'S facilities, including but not limited to, upgrades of the transmission line.
- (c) **LICENSEE shall notify WESTERN at least 15 business days prior to commencing installation of the FACILITY to permit inspection by WESTERN. Contact Randy Todd in WESTERN'S Gering, Nebraska Office, (308) 641-2834.**
- (d) To abide by and comply with all applicable Federal, State, and local laws and building and safety codes.
- (e) Induced voltages and currents may occur on the FACILITY constructed or placed under or near high voltage transmission lines. The LICENSEE shall be responsible for the protection of personnel and equipment in their design, construction, operation and maintenance of the FACILITY described in this License Agreement.

(f) It is specifically understood and agreed that WESTERN shall have no liability and WESTERN assumes no responsibility for any liability, loss and/or damage resulting from injury or death of persons whomsoever, or damage to, loss, or destruction of property whatsoever, when such liability, injury, death, loss or damage results from or in connection with the use of WESTERN'S easement area by LICENSEE.

(g) This agreement shall be binding on the successors or assigns of the LICENSEE and WESTERN.

(h) LICENSEE shall limit any landscaping on easements to low growing vegetation that will not exceed 10 feet in maximum mature height. No ornamental plantings or significant vegetation is allowed within a 50-foot radius of the structures which would impede WESTERN'S ability to safely work at the site.

(i) Western will be granted access through the main gate; a Western lock will be installed on the gate.

(j) A minimum overhead clearance of at least 15 feet from the transmission conductors must be maintained at all times.

LICENSEE  
The Honorable Randy Meininger  
Mayor of Scottsbluff  
2525 Circle Drive  
Scottsbluff, NE 69361

THE UNITED STATES OF AMERICA  
Western Area Power Administration

\_\_\_\_\_  
(Signature)

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Dave Golden  
Gering, Nebraska Maintenance Manager  
Rocky Mountain Region

\_\_\_\_\_  
(Title)