

CITY OF BROKEN BOW
CITY COUNCIL AGENDA
March 1st, 2016 @ 12:00 NOON
City Hall Council Chambers
314 South 10th Avenue, Broken Bow, NE

A. Call to Order

B. Roll Call

C. Pledge of Allegiance

D. Open Meeting Law: A current copy of the Open Meetings Act is posted on the North wall in the rear of the Council Chambers and is available for review by all citizens in attendance.

E. Consent Agenda: The Mayor & Council will review and may or may not approve the consent agenda items for March 1st, 2016, which will include the following:

- a. Approval of Minutes of February 16th, 2016 Council Meeting [Hyperlink](#)
- b. Approval of Bills as Posted [Hyperlink](#)
- c. Approval of Fireworks Application from Ka-Boomer's Enterprises [Hyperlink](#)

F. New Business:

- a. **Library Fundraising Celebration** – May or may not vote to approve the Library Fundraising Celebration on March 31st, 2016 that will be held at the Library. [Hyperlink](#)
- b. **TIF Contract (BAM Development Group Inc.)** - May or may not vote to approve the final TIF Contract in the amount of \$63,251.23 for BAM Development Group Inc. as recommended by the Broken Bow CRA. [Hyperlink](#)
- c. **Discussion of Nuisance Ordinances** [Hyperlink](#)

G. Comments by Mayor and Council Members concerning City Departments.

H. Public Comment Period: The Mayor and Council will hear comments about any items not on the agenda. Every person speaking during the meeting shall come to the podium and state his or her name and postal address. All citizen remarks or questions shall be directed to the Mayor, who will determine by whom the response shall be made. In order to assure appropriate communication, persons are asked to limit any comments for five minutes.

I. Closed Session - May or may not vote to enter into closed session to discuss a potential land acquisition.

J. Adjournment

The Council reserves the right to enter into closed session pursuant to law.

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March 1st, 2016 @ 12:00 NOON
City Hall Council Chambers
314 South 10th Avenue, Broken Bow, NE**

Upcoming Events

- ❖ **March 2nd** – Planning Commission Meeting at 12:00 pm@ Municipal Building
- ❖ **March 4th** – Dr. Seuss Celebration at Library
- ❖ **March 7th** – Park Board Meeting at 5:10 pm@ Municipal Building
- ❖ **March 14th** – Board of Public Works Meeting at 12:30 pm@ Municipal Building

The next City Council Meeting will be on March 15th, 2016 @ 12:00 pm.

**Broken Bow City Council
Meeting Minutes
February 16th, 2016**

The Broken Bow City Council met in regular session on Tuesday, February 16th, 2016. Notice of the meeting was given in advance thereof as required by law. Availability of the agenda and related materials was communicated in the advanced notice to the Mayor and all members of the Council, as well as, shared with various media outlets. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

Mayor Burt called the meeting to order at 12:00 P.M., with the following Councilmembers present; Schall, Neth, Adams, and Sonnichsen. Absent: None. Following the pledge of allegiance, Mayor Burt announced the availability of the open meetings law.

Moved by Adams, seconded by Neth, to approve the consent agenda for February 16th, 2016. Said motion includes approval of Minutes of the January 26th, 2016 Council Meeting, Minutes of the January 26th, 2016 Workshop, January 2016 Treasurer's Report, and Bills to Date. Roll call vote: Voting aye: Schall, Neth, Adams, and Sonnichsen. Nays: none. Motion carried.

Aflac \$912.46, \$124.32, \$359.69, \$912.46, \$124.32; Big State Industrial Supply Inc \$439.89; Bonfire Grill \$91.05; Bound Tree Medical \$88.69; Broken Bow Airport Authority \$1,083.33; Broken Bow Chamber of Commerce \$1,015.00; Broken Bow Municipal Utilities \$7,786.46; Cardmember Services \$188.60; Carquest of Broken Bow \$42.84; Century Link \$711.31; City Flex Benefit Plan \$182.29, \$150.00, \$182.29; City of Broken Bow Pension Fund \$2,059.50, \$6,494.88, \$1,178.32, \$2,059.50, \$6,494.88; Custer County Chief \$353.06; Custer County Historical Society \$30.00; Custer County Treasurer \$11,192.15; Custer Public Power \$136.02; Demco \$87.37; Dollar General-Regions 410526 \$25.50; EBSCO \$341.38; EFTPS Online Payment \$1,860.94, \$5,952.10, \$7,956.78, \$1,922.70, \$6,264.20, \$8,220.84; Eakes Office Products \$156.84; Family Heritage \$87.75, \$87.75; Fixed Right Auto Body \$860.00; Fyr-Tek \$697.55; Garrett Tires & Treads \$271.91; Gateway Motors Inc \$260.86; Great Plains Communications \$649.95; Holcomb Mechanical \$365.91; Hometown Leasing \$200.17; Ingram Library Services \$1,358.66; Island Supply Welding Co. \$40.26; Kathleen A. Laughlin Chapter 13 Trustee \$70.00, \$70.00; Kim Blackburn \$87.48; Kirkpatrick Cleaning Solutions \$51.16; MES-MIDAM \$557.50; Master Cleaners \$32.22; Matheson Tri-Gas \$36.66; Matt Friend \$850.65; Mead Lumber – Broken Bow \$405.65; Michael Todd & Co \$3,800.98; Mid Plain Community College \$768.00; Mid State Engineering Testing \$2,163.00; Midwest Radar & Equipment \$240.00; Nebraska Child Support Payment Center \$460.00, \$460.00; OCLC Inc. \$120.83; OSA/Computers Plus \$266.60; Obrien's True Value \$93.03; Omaha State Bank \$16,069.25, \$319.25; Paulsen Inc. \$785.00; Penguin Random House \$200.25; Platte Valley Communications \$1,042.26; Prachts Ace Hardware \$608.14; Pristine Cleaning \$650.00; Ranchland Ford \$133.91; Regional Care \$2,783.07, \$21,611.85, \$2,783.07; Ross Electric \$251.40; S&L Sanitary Service \$49.30; Schmicks Market \$28.45; Shopko \$31.03; Source Gas \$1,941.45; State Income Tax WH NE Online Payment \$2,172.74, \$2,287.58; Steve Scott \$7.71; Sublime Artistry \$100.00; Trotter Service \$3,083.51; Trotter's Whoa & Go \$417.62; US Bank Equipment Finance \$303.97; Universal Insurance \$525.00; V-Bar Sales & Service \$24.79; Verizon Wireless \$311.88; Wenquist Inc. \$254.38; 1/27/2016 Bi-Weekly Payroll \$45,208.46; 2/10/2016 Bi-Weekly Payroll \$46,753.98; Total Bills = \$243,335.79.

Moved by Schall, seconded by Sonnichsen, approving the board reappointment of Brad White to the Library Board for a four year term, expiring February 2020. Roll call vote: Voting aye: Schall, Neth, Adams, and Sonnichsen. Nays: none. Motion carried.

Moved by Adams, seconded by Neth, to table applying agri-lime to the baseball fields at the Melham Complex. Chris Smith, Park Board member, appeared before the Council to relate the concern of the Park Board of applying agri-lime. The Park Board does not feel that the agri-lime is necessary at this

time and would like to see what the fields are like after they are crowned. Roll call vote: Voting aye: Schall, Adams, Neth, and Sonnichsen. Nays: none. Motion carried.

Moved by Schall, seconded by Adams, approving Resolution 2016-6. Said resolution is approving the preliminary PS & E package for the Broken Bow 5th Avenue Connector Trail. Roll call vote: Voting aye: Schall, Adams, Neth, and Sonnichsen. Nays: none. Motion carried.

Moved by Schall, seconded by Sonnichsen, approving Resolution 2016-7. Said resolution approves payment #5 to JEO Consulting Group, Inc. in the amount of \$3,462.50 for work completed through January 22, 2016 on the Broken Bow Comprehensive Plan and Zoning/Subdivision Regulations. Roll call vote: Voting aye: Schall, Neth, Adams, and Sonnichsen. Nays: none. Motion carried.

Moved by Sonnichsen, seconded by Schall, approving Resolution 2016-8. Said resolution is authorizing payment #2 to JEO Consulting Group, Inc. in the amount of \$1,550.00 for work completed through January 22, 2016 on the Broken Bow Blight and Substandard Study No. 10. Roll call vote: Voting aye: Schall, Adams, Neth, and Sonnichsen. Nays: none. Motion carried.

Moved by Schall, seconded by Adams, approving Change Order No. 4. The change order is for the purchase of 506 North C Street and asbestos removal. Roll call vote: Voting aye: Schall, Adams, Neth, and Sonnichsen. Nays: none. Motion carried.

Moved by Adams, seconded by Sonnichsen, approving Resolution 2016-9. Said resolution is approving the recommendation of acceptance and final payment #7 to Myers construction in the amount of \$248,723.92 for work completed through January 20, 2016 on the 2014 5th Avenue Street Improvement Project, Hwy 2 to Memorial Drive. Roll call vote: Voting aye: Schall, Adams, Neth, and Sonnichsen. Nays: none. Motion carried.

Moved by Schall, seconded by Adams, approving the Amendment to Agreement for the 2015 Downtown Improvements. Said amendment is approving the additional lighting on 10th Avenue from C Street north to BNSF Railroad Tracks. Roll call vote: Voting aye: Schall, Adams, Neth, and Sonnichsen. Nays: none. Motion carried.

Moved by Adams, seconded by Neth, approving Resolution 2016-10. Said resolution is authorizing payment #12 to JEO Consulting Group, Inc. in the amount of \$9,051.25 for work completed through February 5, 2016 on the Broken Bow 2015 Downtown Improvements. Roll call vote: Voting aye: Schall, Adams, Neth, and Sonnichsen. Nays: none. Motion carried.

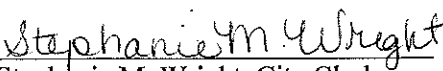
Mayor Burt opened the floor for comments from the Mayor and Councilmembers concerning City Departments. There were not any comments.

Mayor Burt opened the public comment section of the meeting for those in attendance. There were not any comments.

Moved by Adams, seconded by Schall, to adjourn the City Council Meeting at 12:45 p.m. Roll call vote: Voting aye: Schall, Adams, Neth, and Sonnichsen. Nays: none. Motion carried.


Cecil Burt, Mayor

ATTEST:


Stephanie M. Wright, City Clerk



Accounts Payable Detail Listing

City of Broken Bow

Vend# Vendor Name

<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>
	<u>Account#</u>	<u>Work Order</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>
Aflac								
22286	2/24/2016	2/24/2016	912.46					Ck# 565 Printed
	01-1501.00			PRE TAX AFLAC			912.46	0.00
22287	2/24/2016	2/24/2016	124.32					Ck# 565 Printed
	01-1501.00			AFLAC POST TAX			124.32	0.00
22304	2/24/2016	2/24/2016	287.76					Ck# 565 Printed
	01-1501.00			BBHA Aflac			287.91	0.00
	01-1501.00			Rounding			0.00	0.15
							287.91	0.15
Broken Bow Airport Authority								
22305	3/1/2016	3/1/2016	1,083.33					Posted
	01-3409.00			Monthly Payment			1,083.33	0.00
Broken Bow Ambulance Service								
22332	3/1/2016	3/1/2016	2,225.05					Posted
	05-3313.00			reimbursement for winter conference			2,225.05	0.00
Broken Bow Municipal Utilities								
22331	3/1/2016	3/1/2016	6,384.44					Posted
	01-3213.00			General - Weather Station			22.19	0.00
	08-3220.00			Street - Utilities/Trash Removal			1,871.66	0.00
	06-3220.00			Fire - Utilities/Trash Removal			491.46	0.00
	04-3220.00			Police - Utilities/Trash Removal			54.95	0.00
	04-3315.00			Police - Dog Pound Utilities			99.74	0.00
	09-3220.00			Park - Utilities/Trash Removal			1,264.96	0.00
	09-3220.00			Park - Shopt Utilities/Trash Removal			802.15	0.00
	07-3220.00			Library - Utilities/Trash Removal			950.29	0.00
	02-3220.00			Pub Bldg - Utilities/Trash Removal			543.95	0.00
	11-3360.00			Tree Dump - Utilities			41.97	0.00
	10-3220.00			Swim Pool - Utilities/Trash Removal			241.12	0.00
							6,384.44	0.00
Card Services								
22324	3/1/2016	3/1/2016	295.61					Posted
	08-3310.00			blades, air fitting, flashlight, straps, die grir			295.61	0.00
Cecil Burt								
22327	3/1/2016	3/1/2016	251.24					Posted
	01-3205.00			mileage, meals and parking			251.24	0.00
City Flex Benefit Plan								
22288	2/24/2016	2/24/2016	182.29					Ck# 561 Printed
	01-1501.00			SELECT FLEX-UNREIMBURSED M/D/V			182.29	0.00
22302	2/24/2016	2/24/2016	150.00					Ck# 561 Printed
	01-1501.00			BBHA Flex Benefit			150.00	0.00
City of Broken Bow Pension Fund								
22289	2/24/2016	2/24/2016	2,059.50					Ck# 562 Printed
	01-1513.00			PENSION/401K LOAN PAYMENT			2,059.50	0.00
22290	2/24/2016	2/24/2016	6,494.88					Ck# 562 Printed
	01-1502.00			PENSION/401K			6,494.88	0.00
22300	2/24/2016	2/24/2016	1,222.16					Ck# 562 Printed
	01-1502.00			Liability - BBHA			1,222.16	0.00
Custer County Treasurer								
22306	3/1/2016	3/1/2016	11,192.15					Posted
	01-3217.00			Communications Interlocal Payment			11,192.15	0.00
Deb's Embroidery Shop								
22333	3/1/2016	3/1/2016	248.61					Posted
	08-3410.01			hoodies and shirts			248.61	0.00
Deere Credit Inc.								
22284	2/22/2016	2/22/2016	14,309.22					Ck# 554 Printed
	09-3410.00			Mower Leases			14,309.22	0.00
EFTPS Online Payment								
22295	2/24/2016	2/24/2016	1,896.82					Ck# 556 Printed
	01-1500.00			MEDICARE			1,896.82	0.00

Accounts Payable Detail Listing

City of Broken Bow

Vend# Vendor Name

Pay#	Post Date	Due Date	Amount	Invoice	Date	PO#	Date	Status
	Account#	Work Order		Description			Debit	Credit
EFTPS Online Payment (continued)								
22296	2/24/2016	2/24/2016	6,115.73					Ck# 556 Printed
	01-1500.00			FEDERAL MARRIED			4,068.53	0.00
	01-1500.00			FEDERAL SINGLE			2,047.20	0.00
							6,115.73	0.00
22297	2/24/2016	2/24/2016	8,109.92					Ck# 556 Printed
	01-1500.00			SOCIAL SECURITY			8,109.92	0.00
Evans Feed Co.								
22321	3/1/2016	3/1/2016	65.00					Posted
	08-3345.00			salt			65.00	0.00
Family Heritage								
22291	2/24/2016	2/24/2016	87.75					Ck# 563 Printed
	01-1501.00			FAMILY HERITAGE			87.75	0.00
Fireguard								
22329	3/1/2016	3/1/2016	2,702.23					Posted
	06-3410.00			Bunker Gear			2,278.58	0.00
	06-3310.01			repairs to gas monitor			423.65	0.00
							2,702.23	0.00
Fyr-Tek								
22326	3/1/2016	3/1/2016	697.55					Posted
	06-3310.01			repairs to cascade system and ladder auto			697.55	0.00
Insurance Aid Services								
22309	3/1/2016	3/1/2016	1,455.63					Posted
	05-3336.00			Insurance Aid Fees			1,455.63	0.00
Justin Powers								
22314	3/1/2016	3/1/2016	375.00					Posted
	04-3314.00			damages to car during search			375.00	0.00
Kathleen A Laughlin Chapter 13 Trustee								
22299	2/24/2016	2/24/2016	70.00					Ck# 557 Printed
	01-1504.00			WAGE GARNISHMENT-NICHOLSON			70.00	0.00
Matheson Tri-Gas Inc								
22328	3/1/2016	3/1/2016	34.71					Posted
	05-3338.00			Oxygen			34.71	0.00
Michael Todd & Co								
22322	3/1/2016	3/1/2016	12.00					Posted
	08-3310.00			parts catalog			12.00	0.00
Mid State Engineering & Testing								
22310	3/1/2016	3/1/2016	1,360.00					Posted
	12-4200.03			5th Ave Testing			1,360.00	0.00
Mike Evans								
22316	3/1/2016	3/1/2016	486.48					Posted
	09-3339.00			reimbursement for repairs to scoreboard at			486.48	0.00
Monte Clark								
22319	3/1/2016	3/1/2016	43.38					Posted
	08-3205.00			Meals recertification conference			43.38	0.00
Myers Construction Co								
22320	3/1/2016	3/1/2016	20,317.50					Posted
	08-3222.10			snow removal			20,317.50	0.00
NE Department of Health and Human Svc								
22307	3/1/2016	3/1/2016	40.00					Posted
	10-3206.00			Pool License			40.00	0.00
Ne Mosquito Vector Control								
22323	3/1/2016	3/1/2016	145.00					Posted
	08-3206.00			NMVCA membership and machine calibrat			145.00	0.00
Nebraska Child Support Payment Center								
22294	2/24/2016	2/24/2016	460.00					Ck# 558 Printed
	01-1503.00			CHILD SUPPORT			460.00	0.00

Accounts Payable Detail Listing

City of Broken Bow

Vend# Vendor Name

Pay#	Post Date	Due Date	Amount	Invoice	Date	PO#	Date	Status
	Account#	Work Order		Description			Debit	Credit
Nebraska State Bank (continued)								
22285	2/17/2016	2/17/2016	25,017.26					Ck# 555 Printed
	08-3418.00			Street Sweeper Payment 2 of 5			25,017.26	0.00
Omaha State Bank								
22293	2/24/2016	2/24/2016	319.25					Ck# 564 Printed
	01-1501.00			HSA			319.25	0.00
Platte Valley Communications								
22317	3/1/2016	3/1/2016	292.50					Posted
	04-3413.00			Radio Re-programming			292.50	0.00
Pristine Cleaning, LLC								
22312	3/1/2016	3/1/2016	650.00					Posted
	02-3419.01			Cleaning Service			350.00	0.00
	07-3419.01			Cleaning Service			300.00	0.00
							650.00	0.00
Regional Care								
22292	2/24/2016	2/24/2016	2,783.07					Ck# 560 Printed
	01-1501.00			HEALTH INSURANCE			2,783.07	0.00
22303	2/24/2016	2/24/2016	21,411.06					Ck# 560 Printed
	01-1501.00			BBHA Health Insurance			4,143.50	0.00
	01-3104.00			General - Health Insurance			2,100.18	0.00
	08-3104.00			Street - Health Insurance			4,642.09	0.00
	06-3104.00			Firemen - Health Insurance			584.09	0.00
	04-3104.00			Police - Health Insurance			6,360.23	0.00
	05-3104.00			Rescue Unit - Health Insurance			584.10	0.00
	09-3104.00			Park - Health Insurance			660.49	0.00
	07-3104.00			Library - Health Insurance			1,168.19	0.00
	03-3104.00			Handi Bus - Health Insurance			1,168.19	0.00
							21,411.06	0.00
Schaper and White Law Firm								
22308	3/1/2016	3/1/2016	1,335.00					Posted
	01-3214.00			Legal Fees			1,335.00	0.00
Sioux City Foundry								
22325	3/1/2016	3/1/2016	3,640.00					Posted
	08-3310.00			grader blades			3,640.00	0.00
SourceGas								
22311	3/1/2016	3/1/2016	361.06					Posted
	08-3222.10			Gas line repair hit during snow removal			361.06	0.00
22330	3/1/2016	3/1/2016	1,108.26					Posted
	02-3220.00			Utilities			479.50	0.00
	08-3220.00			Utilities			117.41	0.00
	06-3220.00			Utilities			210.05	0.00
	04-3220.00			Utilities			90.02	0.00
	09-3220.00			Utilities			117.40	0.00
	07-3220.00			Utilities			93.88	0.00
							1,108.26	0.00
State Income Tax WH NE Online Payment								
22298	2/24/2016	2/24/2016	2,221.75					Ck# 559 Printed
	01-1500.00			STATE MARRIED			1,556.01	0.00
	01-1500.00			STATE SINGLE			665.74	0.00
							2,221.75	0.00
Stephanie Wright								
22315	3/1/2016	3/1/2016	211.32					Posted
	01-3205.00			Mileage and parking for conference			211.32	0.00
Steve Scott								
22318	3/1/2016	3/1/2016	61.87					Posted
	04-3221.00			Website fee			19.90	0.00
	04-3310.00			Fuse Block			41.97	0.00
							61.87	0.00
Sublime Artistry								
22313	3/1/2016	3/1/2016	87.00					Posted
	01-3222.00			website hosting			87.00	0.00

Accounts Payable Detail Listing

City of Broken Bow

Vend# Vendor Name

<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>
	<u>Account#</u>	<u>Work Order</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>

151,397.12	49 Non-voided payables listed.
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Report Setup

AP - Accounts Payable Listing : Vendor Name

Filter Options

Starting: 2/17/2016

Ending: 3/1/2016

Banks: All

Payable Status: Posted, Printed, ACH, Recorded, Voided

All Vendors Selected

2/24/16 Bi-weekly payroll 46,136.22

Check Approval List - GL Account

2/26/2016 10:53:42 AM

City of Broken Bow

Page 1 of 2

<u>Vendor Name</u>	<u>Invoice</u>	<u>Invoice Description</u>	<u>Account Description</u>	<u>Amount</u>
General				
Aflac		Aflac Insurance	Health/Life/Acc Insuranc	\$287.91
Aflac		PRE TAX AFLAC	Health/Life/Acc Insuranc	\$912.46
Aflac		Aflac Insurance	Health/Life/Acc Insuranc	(\$0.15)
Aflac		AFLAC POST TAX	Health/Life/Acc Insuranc	\$124.32
Broken Bow Airport Authority		Monthly Payment	Airport Monthly Payment	\$1,083.33
Broken Bow Municipal Utilities		Utilities	Weather Station Expens	\$22.19
Cecil Burt		mileage, meals and parking	Travel & Meeting Expens	\$251.24
City Flex Benefit Plan		BBHA Flex Benefit	Health/Life/Acc Insuranc	\$150.00
City Flex Benefit Plan		SELECT FLEX-UNREIMBURSED M/D/V	Health/Life/Acc Insuranc	\$182.29
City of Broken Bow Pension Fund		PENSION/401K	Pension	\$6,494.88
City of Broken Bow Pension Fund		BBHA Pension	Pension	\$1,222.16
City of Broken Bow Pension Fund		PENSION/401K LOAN PAYMENT	Loan Payment	\$2,059.50
Custer County Treasurer		Communications Interlocal Payment	Radio Communications	\$11,192.15
EFTPS Online Payment		FEDERAL	Payroll Taxes	\$2,047.20
EFTPS Online Payment		MEDICARE	Payroll Taxes	\$1,896.82
EFTPS Online Payment		FEDERAL	Payroll Taxes	\$4,068.53
EFTPS Online Payment		FICA	Payroll Taxes	\$8,109.92
Family Heritage		FAMILY HERITAGE	Health/Life/Acc Insuranc	\$87.75
Kathleen A Laughlin Chapter 13 Trustee		WAGE GARNISHMENT-NICHOLSON	Wage Garnishment	\$70.00
Nebraska Child Support Payment Center		CHILD SUPPORT	Child Support	\$460.00
Omaha State Bank		HSA	Health/Life/Acc Insuranc	\$319.25
Regional Care		HEALTH INS	Health/Life/Acc Insuranc	\$2,783.07
Regional Care		Health Insurance	Health/Life/Acc Insuranc	\$4,143.50
Regional Care		Health Insurance	Health Insurance	\$2,100.18
Schaper and White Law Firm		Legal Fees	Legal Fees	\$1,335.00
State Income Tax WH NE Online Paymei		STATE	Payroll Taxes	\$665.74
State Income Tax WH NE Online Paymei		STATE	Payroll Taxes	\$1,556.01
Stephanie Wright		Mileage and parking for conference	Travel & Meeting Expens	\$211.32
Sublime Artistry		website hosting	Miscellaneous Expense	\$87.00
			Total General	\$53,923.57
Municipal Building				
Broken Bow Municipal Utilities		Utilities	Utilities	\$543.95
Pristine Cleaning, LLC		Cleaning service	Contracted Services	\$350.00
SourceGas		Utilities	Utilities	\$479.50
			Total Municipal Building	\$1,373.45
Handi Bus				
Regional Care		Health Insurance	Health Insurance	\$1,168.19
			Total Handi Bus	\$1,168.19
Police				
Broken Bow Municipal Utilities		Utilities	Utilities	\$54.95
Broken Bow Municipal Utilities		Utilities	Dog Care	\$99.74
Justin Powers		damages to car during search	Police Officer Expense	\$375.00
Platte Valley Communications		Radio Re-programming	Radios	\$292.50
Regional Care		Health Insurance	Health Insurance	\$6,360.23
SourceGas		Utilities	Utilities	\$90.02
Steve Scott		Website fee and fuse block	Telephone/Internet	\$19.90
Steve Scott		Website fee and fuse block	Maint/Repair Equipment	\$41.97
			Total Police	\$7,334.31
Rescue Unit				
Broken Bow Ambulance Service		reimbursement for winter conference	Training	\$2,225.05
Insurance Aid Services		Insurance Aid Fees	Insurance Aid Fees	\$1,455.63
Matheson Tri-Gas Inc		Oxygen	Ambulance Supplies	\$34.71
Regional Care		Health Insurance	Health Insurance	\$584.10
			Total Rescue Unit	\$4,299.49
Fire				
Broken Bow Municipal Utilities		Utilities	Utilities	\$491.46
Fireguard		Bunker Gear and repairs to gas monitor	Main/Rep Equip-Loose E	\$423.65
Fireguard		Bunker Gear and repairs to gas monitor	Equipment Purchases	\$2,278.58
Fyr-Tek		repairs to cascade system and ladder auto	Main/Rep Equip-Loose E	\$697.55
Regional Care		Health Insurance	Health Insurance	\$584.09
SourceGas		Utilities	Utilities	\$210.05
			Total Fire	\$4,685.38
Library				

Check Approval List - GL Account

2/26/2016 10:53:42 AM

City of Broken Bow

Page 2 of 2

<u>Vendor Name</u>	<u>Invoice</u>	<u>Invoice Description</u>	<u>Account Description</u>	<u>Amount</u>
Library				
Broken Bow Municipal Utilities		Utilities	Utilities	\$950.29
Pristine Cleaning, LLC		Cleaning service	Contracted Services	\$300.00
Regional Care		Health Insurance	Health Insurance	\$1,168.19
SourceGas		Utilities	Utilities	\$93.88
			Total Library	\$2,512.36
Street				
Broken Bow Municipal Utilities		Utilities	Utilities	\$1,871.66
Card Services		blades, air fitting, flashlight, straps, die grinc	Maint/Repair Equipment	\$295.61
Deb's Embroidery Shop		hoodies and shirts	Safety Equipment	\$248.61
Evans Feed Co.		salt	Road Materials	\$65.00
Michael Todd & Co		parts catalog	Maint/Repair Equipment	\$12.00
Monte Clark		Meals recertification conference	Travel & Meeting Expen	\$43.38
Myers Construction Co		snow removal	Snow Removal	\$20,317.50
Ne Mosquito Vector Control		NMVCA membership and machine calibrati	Association Dues	\$145.00
Nebraska State Bank		Street Sweeper Payment 2 of 5	Street Sweeper	\$25,017.26
Regional Care		Health Insurance	Health Insurance	\$4,642.09
Sioux City Foundry		grader blades	Maint/Repair Equipment	\$3,640.00
SourceGas		Utilities	Utilities	\$117.41
SourceGas		Gas line repair hit during snow removal	Snow Removal	\$361.06
			Total Street	\$56,776.58
Park				
Broken Bow Municipal Utilities		Utilities	Utilities	\$802.15
Broken Bow Municipal Utilities		Utilities	Utilities	\$1,264.96
Deere Credit Inc.		Mower Leases	Equipment Purchases	\$14,309.22
Mike Evans		reimbursement for repairs to scoreboard at	Maintenance/Repair Gro	\$486.48
Regional Care		Health Insurance	Health Insurance	\$660.49
SourceGas		Utilities	Utilities	\$117.40
			Total Park	\$17,640.70
Swimming Pool				
Broken Bow Municipal Utilities		Utilities	Utilities	\$241.12
NE Department of Health and Human Sn		Pool License	Association Dues	\$40.00
			Total Swimming Pool	\$281.12
Sanitation				
Broken Bow Municipal Utilities		Utilities	Sanitation Contract	\$41.97
			Total Sanitation	\$41.97
ST Infra/Capital				
Mid State Engineering & Testing		5th Ave Testing	5th Street Improvement	\$1,360.00
			Total ST Infra/Capital	\$1,360.00
				<u>\$151,397.12</u>

Report Selection: Check Approval List - GL Account
 Date Range Selection: GL Posting Date
 Starting Date: 2/17/2016
 Ending Date: 3/1/2016

2/24/16
 Bi-weekly payroll 46,136.22

City of Broken Bow, NE
Application to sell fireworks

Name of applicant or organization Ka-Boomer's Enterprises, Inc.

Permanent address of applicant or organization PO Box 86
847 Highway 77
Wahoo, NE

Daytime/Evening Phone 402-443-4593

Contact person Richard Ludvik

Address of contact person PO Box 86
Wahoo, NE 68066

Phone numbers for contact person 402-443-4593

Street address or legal description of premises for firework stand
723 East South "E" Street
Pleasure Lanes Bowling Alley

Description of proposed firework stand (ie: tent, building, trailer, etc)
Semi-Trailer with 2 entry and exits

How will the fireworks be secured during hours stand is not open for business?
Trailer will be locked at night.

Where will the fireworks inventory be stored?? Inside the trailer.

When will your inventory arrive?? June 22nd or 23rd.

Please attach the following to the application:

1. Map or sketch showing the location of the fireworks stand in relation to the boundaries of the premises and any other buildings on the premises.
2. Letter of permission from the owner of the property on which proposed fireworks stand will be located.
3. Copy of the Certificate of Insurance
4. Copy of State of Nebraska License for Sale of Fireworks.
5. Copy of Certificate of Flame Resistance for tent stands.

The undersigned hereby agrees to conduct the sale of fireworks within the City of Broken Bow strictly in accordance with all laws of the State of Nebraska and Ordinances of the City of Broken Bow.

Signature of Applicant

Richard Ludwig

Police Chief Comments:

[Signature]
Police Chief

Feb 25, 2016
Date

Fire Chief Comments:

[Signature]
Fire Chief

2-26-16
Date

Returned to City Clerk on Feb 26, 2016

Brought before the Broken Bow City Council on _____, 20__

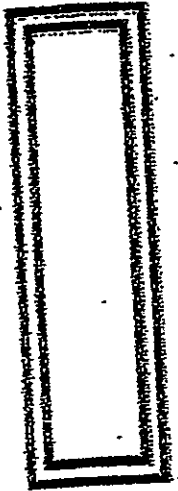
Fee paid to the City of Broken Bow? \$310 Date paid? 2-18-2016

Approval given by City Council? _____ Date approved _____

Trailer will be located
on NE corner of parking lot

Pleasure Lanes
Bowling Alley

Trailer



723 East South "E" Street

South "E" Street

NEBRASKA STATE FIRE MARSHAL

246 South 14th Street
Lincoln, NE 68508-1804

LICENSE FOR SALE OF FIREWORKS

Permissible fireworks may be sold at retail commencing 12:01 AM June 25 and ending 11:59 PM July 4 OR 12:01 AM December 29 and ending 11:59 PM December 31 and must be purchased from a licensed distributor or jobber. A jobber may not sell retail. Invoice copies for all fireworks must be kept available for inspection and must show the license number of the distributor or jobber. Fireworks may not be sold outside the city limits of an incorporated town or village. Violations of State Fire Marshal regulations may result in immediate revocation of this license.

LICENSE GOOD ONLY FOR CALENDAR YEAR IN WHICH ISSUED

This copy signed, dated and numbered by the STATE FIRE MARSHAL constitutes issuance of a LICENSE pursuant to the provisions of Nebraska Revised Statute 28-1246 (1994 Supp.). Such license shall be displayed at licensee's place of business.

DATE RECEIVED:

January 14, 2016 01:30 PM

TYPE OF LICENSE AND FEE:

Retail Permit (July) - \$25.00

LOCATION OF OUTLET FOR RETAIL SALE OF FIREWORKS:

723 East South E St
Broken Bow
Trailer in parking lot

COUNTY:

Custer

STORAGE LOCATION:**DISTRIBUTOR(S)/JOBBER(S):**

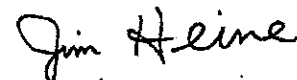
Ka-Boomers Enterprises, Inc. (2016-RP-18790198-14)

SALES TAX NUMBER:

15671981

DATE ISSUED:

January 14, 2016 11:20 AM



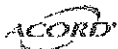
STATE FIRE MARSHAL

LICENSE HOLDER:

Ka-Boomers Enterprises, Inc.

LICENSE NUMBER:

2016-RP-18931466-22-04



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/04/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ryder-Rosacker-McCue & Huston 509 W. Koenig St. PO Box 1228 Grand Island NE 68802	CONTACT NAME: Tamt Towne/ Jeanne Prince PHONE (A/C, No, Ext): (308) 382-2330 FAX (A/C, No): (308) 382-7109 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: 4866
INSURED Ka-Boomers Enterprises Inc. DBA: Ka-Boomers Fireworks PO Box 86 Wahoo NE 68066	INSURER(S) AFFORDING COVERAGE INSURER A: Scottsdale Insurance Company NAIC # 41297 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			CPS1322744	02-01-16	02-01-17	EACH OCCURRENCE \$ 5,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 5,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 5,000,000
							PRODUCTS - COMPROP AGG \$ 5,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
							\$
	UMBRELLA LIAB EXCESS LIAB DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS \$
							OTH-ER \$
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Location: 723 East South E Street

Additional insureds when required by written contract per Form GLS-150s: City of Broken Bow

CERTIFICATE HOLDER

CANCELLATION

Russell's Entertainment dba Pleasure Lanes
723 East South E Street
Broken Bow, NE 68822

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

<KW>

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Ka-Boomers Enterprises, Inc

P.O. Box 86
Wahoo, NE 68066
(402) 443-4593 Phone
(402) 443-4614 Fax

2016 Property Lease Agreement

The following license agreement is for a short term license only for the purpose of operating a retail fireworks stand owned and managed by Ka-Boomers Enterprises, Inc., on privately owned property.

Ka-Boomers Enterprises, Inc. agrees to the following terms of contract with the current property owners(s)

Name Pleasure Lanes
Address 723 East South E Street, Broken Bow, NE 68822
Phone 308-872-2886 Cell: 308-870-1048 Fax: _____ Email: _____

(Make any changes in the area provided)

1. To pay lease fee in the amount of \$ on the property located at 723 East South E St., Broken Bow, NE. Rent payable to said owner per approval of said premises by City Council or County Board. Ka-Boomer's will be given first option the following year upon performance satisfaction in current selling year as witnessed by landowner. If said City Council, County Board, or State in which you are located decides to Ban the sale of Fireworks due to weather/dry conditions and making it unable for Ka-Boomer's to make use of said property, 100% of lease amount would be returned to Ka-Boomer's, Inc. If a ban should occur during said period of lease then a pro-rated lease amount will be returned to Ka-Boomer's based on the amount of days not used by Ka-Boomer's, Inc.
2. The date of lease will be from June 25th through and including July 4th, 2016. We will start setting up area 2-3 days in advance. Trailers will be removed as soon as possible or as agreed upon at the time of the lease. Landowner will supply electrical outlet when possible. Rental fee and insurance will be received by land owner no later than two weeks prior to setting up fireworks stand. **\$100 Gift certificates for free fireworks will be sent to owner with payment.**
3. These premises will be left in similar condition as prior to beginning retail operations. Ka-Boomers will repair promptly any damage resulting to the premises as a result of Ka-Boomers activities. All trash will be picked up and removed from the property upon or before departure.
4. Ka-Boomers Enterprises, Inc. will provide to owner of property a premise liability insurance policy in the amount of \$ 5,000,000 in case of any injury occurring on property two weeks prior to date of Lease.
5. Ka-Boomers Enterprises Inc., will protect and maintain said property through and including dates of this license agreement. The location will be supervised by an adult. Fireworks will not be allowed to be discharged on property. Signs will also be posted as not to allow the lighting of fireworks on property.
6. Waiver. To the extent permitted by law, Licensor (land owner), its agents and employees, shall not be liable for, and licensee waives all claims for damage or loss to persons or property sustained by licensee or any persons claiming through Licensee resulting from any accident or occurrence in or upon the Licensee Area.
7. Indemnification. Licensee shall indemnify Licensor, its agents and employees, from and against any and all liability, liens, claims, damages, expenses, fines, penalties, suits, proceedings, action and causes of action arising or related in any way to Licensee's use of the Licensed Area and adjacent area, Licensee's activities in the Area, or any damage, loss or theft of any property of Licensee.
8. Contract void if before mentioned property is sold/leased providing Ka-Boomer's with a 60 day notice prior to lease date.

* * * * *

I, Rich Ludvik, agent for Ka-Boomers Enterprises, Inc. do hereby agree to these terms

Signed Richard Ludvik Date 1-18-2016

I, current land owner (representative for land owner), do hereby agree to these terms. (Please print legibly for payment)

Signed Lisa M. Russell Date 1-27-2016

Print Name Lisa M. Russell

Rent payment will be made to: Pleasure Lanes If Individual: Social Security # _____

If Payable to Business; FED. ID # _____ AND Type of Business (S-corp, LLC, Etc.) _____

PLEASE PRINT LEGIBLE

Return to Agenda



Date: 2-26-16

PUBLIC AGENDA REQUEST FORM

No action will be taken relative to items on this agenda other than referral for information.

Date to speak: _____

Name:

Broken Bow Public Library

Address:

622 S. D

BB

ZIP 68822

Phone Number:

872 2927

E-mail address:

~~kim~~ kblackburn@cityofbrokenbow.org

Brief description of topic to be discussed:

The library would like to have a pizza/wine
celebration March 31st at the library.
This will be a Half Way There celebration
for raising half the funds for the
building project.

Signature: _____

Kim Blackburn

Please return to:

Stephanie Wright, City Clerk
City of Broken Bow
PO Box 504 – 314 South 10th Avenue
Broken Bow, NE 68822

Ph: (308) 872-5831

Fax (308) 872-6685

E-mail address: clerk@cityofbrokenbow.org

**COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF BROKEN BOW
RESOLUTION NO. 2016-11**

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF BROKEN BOW, NEBRASKA, AUTHORIZING THE EXECUTION, DELIVERY AND PERFORMANCE OF A REDEVELOPMENT CONTRACT, THE INCURRENCE OF DEBT, AND APPROVAL OF RELATED ACTIONS.

WHEREAS, the Community Redevelopment Authority of the City of Broken Bow, Nebraska, ("Authority") has been duly organized and is a valid and existing Community Redevelopment Authority, a body politic and corporate under the laws of the State of Nebraska; and

WHEREAS, the City of Broken Bow, Nebraska ("City"), in furtherance of the purposes and pursuant of the provisions of Section 18-2101 to 18-2154, Reissue Revised Statutes of Nebraska, 1943, as amended (collectively the "Act"), has adopted a Redevelopment Plan (the "Redevelopment Plan") for a blighted and substandard area designated by the City; and

WHEREAS, pursuant to and in furtherance of the Act, the Authority published notice of a request for proposals for redevelopment pursuant to the Redevelopment Plan, and received a proposal from **BAM Development Group Inc.**, ("Redeveloper"), to enter into a Redevelopment Contract; and

WHEREAS, the Authority has determined that it is in the best interests of the Authority and the City as expressed in the Redevelopment Plan to enter into the Redevelopment Contract and to carry out the transactions contemplated thereby.

WHEREAS, the Authority has determined that the redevelopment project set forth in the proposal would not be economically feasible without the use of tax-increment financing, the redevelopment project would not occur in the community redevelopment area without the use of tax-increment financing, and the costs and benefits of the redevelopment project, including costs and benefits to other affected political subdivisions the economy of the community, and the demand for public and private services have been found to be in the long-term best interest of the community impacted by the redevelopment project.

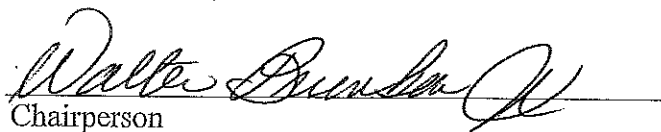
NOW, THEREFORE be it resolved by the Community Redevelopment Authority of the City of Broken Bow, Nebraska, as follows:

1. The Authority hereby authorized the Redevelopment Contract between the Authority and Redeveloper for the redevelopment of a blighted and substandard area in the City, and hereby authorizes and approves the execution, delivery and performance of the documents and transactions contemplated by the Redevelopment Contract, including but not limited to the incurrence of the TIF indebtedness as defined in the Redevelopment Contract.
2. The execution and delivery of the Redevelopment Contract is in the best interests of the Authority and City in furtherance of the Redevelopment Plan, and have been and are

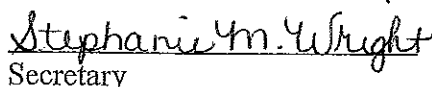
hereby duly authorized and approved pursuant to the Act, specifically including, but not limited to Sections 18-2117 and 18-2119 thereof

3. The Chair or Vice Chair and Secretary of the Authority are hereby authorized and directed to execute and deliver the Redevelopment Contract, in substantially the form of the motion for approval of the project passed at the board meeting of the 29th day of February 2016, but with such changes, additions or deletions as they deem reasonable or necessary, together with all documents, certificates or instruments contemplated thereby or necessary in connection therewith, are further authorized and directed to execute the TIF indebtedness documentation and carry out all transactions and take all actions contemplated.
4. By copy of this Resolution delivered to the City of Broken Bow on this date, the Authority hereby gives the 30 days notice required by Section 18-2119 of the Act of its intention to accept such redevelopment contract proposal with the Redeveloper and after approval thereof by action of the city council, in substantially the attached form and with such modification, additions or deletions deemed necessary or appropriate by the Authority.
5. The Authority recommends approval of the Redevelopment contract by the City Council.
6. This resolution shall be in full force and effect from and after its passage and approval.

IN WITNESS WHEREOF, the undersigned Members of the Community Redevelopment Authority of the City of Broken Bow, Nebraska, hereby pass and adopt this Resolution the 29th day of February, 2016


Chairperson

ATTEST:


Secretary



REDEVELOPMENT CONTRACT
BETWEEN

COMMUNITY REDEVELOPMENT AUTHORITY

OF THE CITY OF

BROKEN BOW, NEBRASKA

AND

BAM DEVELOPMENT GROUP, INC.

Effective Date: March 30th, 2016

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REDEVELOPMENT CONTRACT

This Redevelopment Contract is made and entered into as of the 30th day of March 2016, by and between the Community Redevelopment Authority of the City of Broken Bow, Nebraska (Authority) and BAM Development Group, Inc. (Redeveloper).

WITNESSETH:

WHEREAS, Authority is duly organized and existing community redevelopment authority, a body politic and corporate under the laws of the State of Nebraska, with lawful power and authority to enter into this redevelopment Contract, acting by and through its Chair or Vice Chair and Members;

WHEREAS, the City of Broken Bow, Nebraska (the "City"), in furtherance of the purposes and pursuant to the provisions of Section 12 of Article VIII of the Nebraska Constitution and Sections 18-2101 to 18-2154, Revised Statutes of Nebraska, (Reissue 1997), as amended (collectively the "Act"), has adopted a Redevelopment Plan for a blighted and substandard area designated by the City;

WHEREAS, pursuant to Section 18-2119 of the Act, Authority has solicited proposals for redevelopment of a portion of the redevelopment area included in the Redevelopment Plan, and Redeveloper submitted a redevelopment proposal; and

WHEREAS, Authority and Redeveloper desire to enter into this Redevelopment Contract for redevelopment of a portion of the subject redevelopment area;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, Authority and Redeveloper do hereby covenant, agree and bind themselves as follows:

Article 1 DEFINITIONS AND INTERPRETATION

Section 1.01 Terms Defined in this Redevelopment Contract

Unless the context otherwise requires, the following terms shall have the following meanings for all purposes of this Redevelopment Contract, such definitions to be equally applicable to both the singular and plural forms and masculine, feminine and neuter gender of any of the terms defined:

- a) "Act" means Section 12 of Article VIII of the Nebraska Constitution, Sections 18-1201 through 18-2154, Revised Statutes of Nebraska (Reissue 1997), as amended, and acts amendatory thereof and supplemental thereto.
- b) "Authority" means the Community Redevelopment Authority of the City of Broken Bow, Nebraska
- c) "City" means the City of Broken Bow, Nebraska

- d) "Holder" means the holders of TIF indebtedness issued by the Authority from time to time outstanding
- e) "Payment Date" means each May 15 and September 15
- f) "Premises" or "Redevelopment Area" means all of that certain real property situated in the City of Broken Bow, Custer County, Nebraska, which includes the property that is the subject of this Redevelopment Contract, and is more particularly described on Exhibit A attached hereto and incorporated herein by reference
- g) "Project" means the improvements to the Premises, as such improvements are described in Exhibit B attached hereto and incorporated herein by this reference
- h) "Project Costs" means only costs or expenses incurred by Redeveloper to develop, construct, and equip the Project, pursuant to the Act
- i) "Redevelopment Contract" means this redevelopment contract between the Authority and the Redeveloper with the effective date of March 30th, 2016, with Respect to the Project.
- j) "Redevelopment Plan" means the Redevelopment Plan, prepared by the Authority and approved by the City pursuant to the Act, as amended from time to time
- k) "Resolution" means the Resolution of the Authority dated February 29th, 2016, as supplemented from time to time, approving this Redevelopment Contract.
- l) "TIF Indebtedness" means any bonds, notes, loans, and advances of money or other indebtedness, including interest and premiums, if any, thereon, incurred by the Authority pursuant to Article III hereof and secured in whole or in part by TIF Revenues
- m) "TIF Revenues" means incremental ad valorem taxes generated by the Project which are allocated to and paid to the Authority pursuant to the Act

Section 1.02 Construction and Interpretation

The provisions of this Redevelopment Contract shall be construed and interpreted in accordance with the following provisions:

- a) This Redevelopment Contract shall be interpreted in accordance with and governed by the laws of the State of Nebraska, including the Act.
- b) Wherever in this Redevelopment Contract it is provided that any person may do or perform any act or thing the word "may" shall be deemed permissive and not mandatory and it shall be construed that such person shall have the right, but shall not be obligated, to do and perform any such act or thing.
- c) The phrase "at any time" shall be construed as meaning "at any time or from time to time"
- d) The word "including" shall be construed as meaning "including, but not limited to"
- e) The words "will" and "shall" shall each be construed as mandatory
- f) The words "herein," "hereof," "hereinafter" and words of similar import shall refer to the Redevelopment Contract as a whole rather than to any particular paragraph, section or subsection, unless the context specifically refers thereto
- g) Forms of words in the singular, plural, masculine, feminine or neuter shall be construed

to include the other forms as the context may require.

- h) The captions to the sections of this Redevelopment Contract are for convenience only and shall not be deemed part of the text of the respective sections and shall not vary, by implication or otherwise, any of the provisions hereof.

Article Two Representations

Section 2.01 Representations by Authority

Authority makes the following representations and findings:

- a) Authority is a duly organized and validly existing community redevelopment authority under the Act
- b) The Redevelopment Plan has been duly approved and adopted by the City pursuant to Section 18-2116 and 18-2117 of the Act.
- c) The authority has requested proposals for redevelopment of the Redevelopment Area pursuant to section 18-2119 of the Act, and deems it to be in the public interest and in furtherance of the purposes of the Act to accept the proposal submitted by Redeveloper as specified herein
- d) The Redevelopment Project will achieve the public purposes of the Act by, among other things, increasing employment, improving public infrastructure, increasing the tax base, and lessening of blight and substandard conditions in the Redevelopment Area

Section 2.02 Representations of Redeveloper

The Redeveloper makes the following representations:

- a) The Redeveloper is a Nebraska Corporation having the power to enter into this Redevelopment Contract and perform all obligations contained herein and by proper action has been duly authorized to execute and deliver this Redevelopment Contract
- b) The execution and delivery of the Redevelopment Contract and the consummation of the transactions therein contemplated will not conflict with or constitute a breach of or default under any bond, debenture, note or other evidence of indebtedness or any contract, loan agreement or lease to which Redeveloper is a party or by which Redeveloper is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of the Redeveloper contrary to the terms of any instrument or agreement
- c) There is no litigation pending, or to the best of its knowledge, threatened, against Developer, affecting Redeveloper's ability to carry out the development, construction, equipping and furnishing of the Project or the carrying into effect of this Redevelopment Contract or, except as disclosed in writing to the Authority, as to any other matter materially affecting the ability of Redeveloper to perform its obligations hereunder
- d) Any financial statements of the Redeveloper, or its shareholders, delivered to the Authority prior to the date hereof are true and correct in all respects and fairly present the financial condition of the Redeveloper and the Project as of the dates thereof; no

materially adverse change has occurred in the financial condition reflected therein since the respective dates thereof; and no additional borrowings have been made by the Redeveloper since the date thereof except in the ordinary course of business, other than the borrowing contemplated hereby or borrowings disclosed to or approved by the Authority

Article 3

Obligations of the Authority

Section 3.01 Division of Taxes

In accordance with Section 18-2147 of the Act, the Authority hereby amends the Redevelopment Plan of the Authority by providing that any ad valorem tax on real property in the project for the benefit of any public body be divided for a period not to exceed fifteen (15) years after the effective date of this provision as provided in Section 18-2147 of the Act. The Effective date of this provision shall be August 1st, 2016.

Section 3.02 Issuance of TIF Indebtedness

The Authority shall pay to Redeveloper on each Payment Date, beginning with the first Payment after the effective date specified in Section 3.01 of this Agreement, August 1st, 2016 and ending on the Payment Date which is on or before the day which is not to exceed fifteen (15) years from such effective date (August 1st, 2031) all of the TIF Revenues received by the Authority with respect to the Project from ad valorem taxes which were first delinquent during the period beginning on February 29th, 2016 and ending on or before the current Payment Date; provided, however, that in no event shall the total amount paid to Redeveloper exceed the lesser of eighty-nine (89%)(1% County Treasurer and 10% City Clerk for handling fees) of the total TIF Revenues requested and approved (\$63,251.23) or the *certified project costs*. The City share (10%) of the proceeds of the TIF indebtedness not issued, loaned or granted to the Redeveloper pursuant to this Redevelopment contract shall be solely used by the Authority, in its discretion, in carrying out the remainder of the Project, if any, or, in carrying out its purposes under the Act. The Authority may issue additional TIF indebtedness from time to time in such amounts as it determines can be paid from RIF Revenues in excess of amounts necessary to pay the TIF indebtedness issued to Redeveloper pursuant to this Section 3.02. Proceeds of such subsequent TIF indebtedness shall be used by the Authority, in its discretion, in carrying out its purposes under the Act, including completion of this Project.

Section 3.03 Pledge of TIF Revenues

The Authority hereby pledges the TIF Revenues as security for the TIF Indebtedness. The TIF Indebtedness issued to Redeveloper shall be secured by a first priority pledge of the TIF Revenues. Subsequent TIF Indebtedness shall be secured by a subordinate pledge of the TIF Revenues. TIF Revenues not applied to payment of TIF Indebtedness to Redeveloper in a

calendar year pursuant to Section 3.02 hereof are pledged for and shall be applied to fund or repay TIF indebtedness of the Authority utilized, in its discretion, in carrying out its purposes under the Act, including completion of this Project.

Section 3.04 Creation of Fund

Authority will create a special fund to collect and hold the TIF Revenues. Such special fund shall be used for no purpose other than to pay TIF Indebtedness issued pursuant to Sections 3.02 and 3.03 above.

Article 4

Obligations of Redeveloper

Section 4.01 Construction of Project; Insurance; Public Use

- a) Redeveloper will complete the Project identified on Exhibit B hereto. Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to develop, construct and equip the Project. Until construction of the Project has been completed, Redeveloper shall make reports in such detail and at such times as may be reasonably requested by the Authority as to the actual progress of Redeveloper with respect to construction of the Project. *Promptly after completion by the Redeveloper of the project, the Redeveloper shall furnish the Authority a Certificate of Completion.* The certification by the Redeveloper shall be a conclusive determination of satisfaction of the agreements and covenants in this Redevelopment Contract with respect to the obligations of Redeveloper and its successors and assigns to construct the project. As used herein, the term "completion" shall mean substantial completion of the project
- b) Any contractor chosen by the Redeveloper, or the Redeveloper itself, shall be required to obtain and keep in force at all times until completion of construction, policies of insurance including coverage for contractors' general liability and completed operations. The Authority and the Redeveloper shall be named as additional insured's. Any contractor chosen by the Redeveloper, or the Redeveloper itself, as an owner, shall be required to purchase and maintain property insurance upon the Project to the full insurable value thereof. This insurance shall insure against the perils of fire and extended coverage and shall include "All Risk" insurance for physical loss or damage. *The contractor or the Redeveloper, as the case may be, shall furnish the Authority with a Certificate of Insurance evidencing policies as required above.* Such certificates shall state that the insurance companies shall give the Authority prior written notice in the event of cancellation or of material change in any of the policies.

Section 4.02 Cost Certification

Redeveloper shall submit to the Authority a certification of Project Costs, after expenditure of such Project Costs, prepared by a certified public accountant or other person acceptable to the Authority. Redeveloper may, at its option, submit one or more partial Project Costs Certifications prior to expenditure of all Project Costs. All Project Costs Certifications shall be subject to review and approval by the Authority. Determinations by the Authority

whether costs included in the Project Costs Certification are properly included in Project Costs, as defined in this Agreement, shall be made at its sole discretion and shall be conclusive and binding on the Redeveloper.

Section 4.03 Other Agreements

Redeveloper will enter into and perform its obligations under such other agreements as are reasonably necessary in connection herewith.

Section 4.04 No Discrimination

Redeveloper agrees and covenants for itself, its successors and assigns that as long as any TIF indebtedness is outstanding, it will not discriminate against any person or group of persons on account of race, sex, color, religion, national origin, ancestry, disability, marital status or receipt of public assistance in connection with the Project. Redeveloper, for itself and its successors and assigns, agrees that during the construction of the Project, Redeveloper will not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, ancestry, disability, marital status or receipt of public assistance. Redeveloper will comply with all applicable federal, state and local laws related to the Project.

Section 4.05 Pay Real Estate Taxes

Redeveloper intends to create a taxable real property valuation of \$304,584 by Winter of 2016. The most recent valuation, as of the date of the Resolution is \$94,360. During the period that any TIF Indebtedness is outstanding, Redeveloper will 1) not protest a real estate property valuation on the Premises of \$304,584 after substantial completion or occupancy; 2) not convey the Premises or structures thereon to any entity which would be exempt from the payment of real estate taxes or cause the nonpayment of such real estate taxes; and 3) cause all real estate taxes and assessments levied on the Premises to be paid prior to the time such become delinquent during the term that any TIF Indebtedness is outstanding.

Section 4.06 Assignment or Conveyance Renders Null and Void

If Redeveloper should convey, assign or transfer the Premises, the Project or any interest therein prior to the termination of the 15 year period commencing on the effective date specified in Section 3.01 hereof, this Redevelopment Contract shall become null and void and all obligations of the Authority hereunder shall cease.

Section 4.07 Application Fee

Redeveloper shall pay to the Authority an application fee of \$500.00. This fee represents costs incurred by the Authority in connection with the Redevelopment Plan, the Project, and this Redevelopment Agreement.

Article 5

Financing Redevelopment Project Encumbrances

Section 5.01 Financing

Redeveloper shall pay all Project costs, if any, which are in excess of the amounts paid from the proceeds of the TIF Indebtedness granted to Redeveloper. Prior to issuance of the TIF Indebtedness, Redeveloper shall provide Authority with evidence satisfactory to the Authority that private funds have been committed to the Redevelopment Project in amounts sufficient to complete the Redevelopment Project.

Section 5.02 Encumbrances

Redeveloper shall not create any lien, encumbrance or mortgage on the Project, or the Premises, except encumbrances which secure indebtedness incurred to develop, construct and equip the Project for any other physical improvements to the Premises.

Article 6

Default, Remedies; Indemnification

Section 6.01 General Remedies of Authority and Redeveloper

Subject to further provision of this Article 6, in the event of any failure to perform or breach of this Redevelopment Contract or any of its terms or conditions, by either party hereto or any successor to such party, such party, or successor, shall, upon written notice from the other, proceed immediately to commence such actions as may be reasonably designed to cure or remedy such failure to perform or breach which cure or remedy shall be accomplished within a reasonable time by the diligent pursuit of corrective action. In case such action is not taken, or diligently pursued, or the failure to perform or breach shall not be cured or remedied within a reasonable time, this Redevelopment Contract shall be in default and the aggrieved party may institute such proceedings as may be necessary or desirable to enforce its rights under this Redevelopment Contract, including, but not limited to, proceedings to compel specific performance by the party failing to perform or in breach of their obligations.

Section 6.02 Limitation of Liability; Indemnification

Notwithstanding anything in this Article 6 or this Redevelopment Contract to the contrary, neither the Authority, the City, nor their officers, directors, employees, agents, or their governing bodies shall have any pecuniary obligation or monetary liability under this Redevelopment Contract. The obligation of the Authority and the City on any TIF Indebtedness shall be limited solely to the TIF Revenues pledged as security for such TIF Indebtedness. Specifically, but without limitation, neither the Authority nor the City shall be liable for any costs, liabilities, actions, demands, or damages for failure of any representations, warranties or obligations hereunder. To the extent permitted by Nebraska law, the Redeveloper releases the Authority and the City from, agrees that the Authority and the City shall not be liable for, and agrees to indemnify and hold the Authority and the City harmless from, any liability for any loss

or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Project.

Article 7
Miscellaneous

Section 7.01 Notice Recording

This Redevelopment Contract or a notice memorandum of this Redevelopment contract shall be recorded with the Custer County Register of Deeds with respect to the Premises.

Section 7.02 Governing Law

This Redevelopment Contract shall be governed by the laws of the State of Nebraska, including, but not limited to, the Act.

Section 7.03 Binding Effect: Amendment

This Redevelopment Contract shall be binding on the parties hereto and their respective successors and assigns. This Redevelopment Contract shall run with the Premises. The Redevelopment Contract shall not be amended except by a writing signed by the party to be bound.

IN WITNESS WHEREOF, Authority and Redeveloper have signed this Redevelopment Contract as of the date and year first above written.

Exhibit A – legal description

ORIGINAL TOWN BLOCK 13, LOT 11 BROKEN BOW CITY (Parcel 001063010)

Exhibit B – description of project

Rehabilitation of building (Emily's Old Fashioned Foods) to lease out. First floor will be a restaurant and the second floor with either be turned into an office space or residential living space.

Execution of the Authority:

ATTEST:

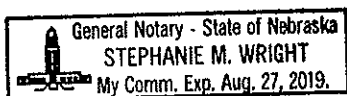
COMMUNITY DEVELOPMENT
AUTHORITY OF THE CITY OF
BROKEN BOW, NEBRASKA

By: Marcee Conner
Secretary

By: Walter Brunten
Chairman

STATE OF NEBRASKA)
) ss:
COUNTY OF CUSTER)

The forgoing instrument was acknowledged before me this 29th day of February 2016, by Walter Brunten and Marcee Conner, Chairman and Secretary, respectively, of the Community Redevelopment Authority of the City of Broken Bow, Nebraska, on behalf of the Authority.



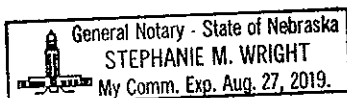
Stephanie M. Wright
Notary Public

Execution of the Redeveloper:

BAM DEVELOPMENT GROUP, INC.
By: William Butler
William Butler, President

STATE OF NEBRASKA)
) ss:
COUNTY OF CUSTER)

The forgoing instrument was acknowledged before me this 29th day of February 2016 by William Butler President of BAM Development Group, Inc.



Stephanie M. Wright
Notary Public

CHAPTER 91: HEALTH AND SAFETY

Section

General Provisions

- 91.01 Health regulations
- 91.02 Enforcement official
- 91.03 County Board of Health

Nuisances

- 91.15 Definition
- 91.16 Abatement procedure
- 91.17 Adjoining land owners; intervention before trial
- 91.18 Dead or diseased trees
- 91.19 Weeds; litter; stagnant water
- 91.20 Garbage and refuse

Fire Prevention

- 91.35 Open burning ban; waiver
- 91.36 Generally; outdoor fireplaces

Fireworks

- 91.50 Definitions
- 91.51 Fireworks stand
- 91.52 Prohibition generally
- 91.53 Permit; application
- 91.54 Permit fees
- 91.55 Permit; when granted
- 91.56 Age requirements
- 91.57 Sale and use of permissible fireworks
- 91.58 Prohibited acts
- 91.59 Weather hazard

- 91.99 Penalty

GENERAL PROVISIONS**§ 91.01 HEALTH REGULATIONS.**

For the purpose of promoting the health and safety of the residents of the city, the Board of Health shall, from time to time, adopt the rules and regulations relative thereto and shall make inspections, prescribe penalties and make the reports as may be necessary toward that purpose.

Statutory reference:

Authority to regulate, see Neb. RS 17-121

§ 91.02 ENFORCEMENT OFFICIAL.

The Police Chief or other official designated by the City Council, as the quarantine officer, shall be the Chief Health Officer of the city. It shall be his or her duty to notify the City Council and the Board of Health of health nuisances within the city and its zoning jurisdiction.

Statutory reference:

Quarantine officer, see Neb. RS 17-121

§ 91.03 COUNTY BOARD OF HEALTH.

It shall be the duty of the Board of Health to work closely with the County Health Board in protecting the health and welfare of the residents of the city.

NUISANCES**§ 91.15 DEFINITION.**

(A) *General definition.* For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

NUISANCE. Consists in doing any unlawful act or omitting to perform a duty or suffering or permitting any condition or thing to be or exist, which act, omission, condition or thing either:

- (a) Injures or endangers the comfort, repose, health or safety of others;
- (b) Offends decency;
- (c) Is offensive to the senses;

(d) Unlawfully interferes with, obstructs, tends to obstruct or renders dangerous for passage any stream, public park, parkway, square, street or highway in the city;

(e) In any way renders other persons insecure in life or the use of property; or

(f) Essentially interferes with the comfortable enjoyment of life and property or tends to depreciate the value of the property of others.

(B) *Specific definition.* The maintaining, using, placing, depositing, leaving or permitting of any of the following specific acts, omissions, places, conditions and things are hereby declared to be **NUISANCES**:

(1) Any odorous, putrid, unsound or unwholesome grain, meat, hides, skins, feathers, vegetable matter or the whole or any part of any dead animal, fish or fowl;

(2) Privies, vaults, cesspools, dumps, pits or like places which are not securely protected from flies or rats or which are foul or malodorous;

(3) Filthy, littered or trash-covered cellars, houseyards, barnyards, stableyards, factory yards, mill yards, vacant areas in rear of stores, granaries, vacant lots, houses, buildings or premises;

(4) Animal manure in any quantity which is not securely protected from flies and the elements or which is kept or handled in violation of any ordinance of the city;

(5) Liquid household waste, human excreta, garbage, butcher's trimmings and offal, parts of fish or any waste vegetable or animal matter in any quantity; provided that, nothing herein contained shall prevent the temporary retention of waste in receptacles in a manner provided by the Health Officer of the city, nor the dumping of non-putrefying waste in a place and manner approved by the Health Officer;

(6) Tin cans, bottles, glass, cans, ashes, small pieces of scrap iron, wire metal articles, bric-a-brac, broken stone or cement, broken crockery, broken glass, broken plaster and all trash or abandoned material, unless the same be kept in covered bins or galvanized iron receptacles;

(7) Trash, litter, rags, accumulations of barrels, boxes, crates, packing crates, mattresses, bedding, excelsior, packing hay, straw or other packing material, lumber not neatly piled, scrap iron, tin or other metal not neatly piled, old automobiles or parts thereof or any other waste materials when any of the articles or materials create a condition in which flies or rats may breed or multiply or which may be a fire danger or which are so unsightly as to depreciate property values in the vicinity thereof;

(8) Any unsightly building, billboard or other structure or any old, abandoned or partially destroyed building or structure or any building or structure commenced and left unfinished, which

buildings, billboards or other structures are either a fire hazard, a menace to the public health or safety or are so unsightly as to depreciate the value of property in the vicinity thereof;

(9) All places used or maintained as junk yards or dumping grounds or for the wrecking and disassembling of automobiles, trucks, tractors or machinery of any kind or for the storing or leaving of worn-out, wrecked or abandoned automobiles, trucks, tractors or machinery of any kind or of any of the parts thereof or for the storing or leaving of any machinery or equipment used by contractors or builders or by other persons, which places are kept or maintained so as to essentially interfere with the comfortable enjoyment of life or property by others or which are so unsightly as to tend to depreciate property values in the vicinity thereof;

(10) Stagnant water permitted or maintained on any lot or piece of ground;

(11) Stockyards, granaries, mills, pig pens, cattle pens, chicken pens or any other place, building or enclosure, in which animals or fowl of any kind are confined or on which is stored tankage or any other animal or vegetable matter or on which any animal or vegetable matter including grain is being processed, when the places in which the animals are confined or the premises on which the vegetable or animal matter is located, are maintained and kept in a manner that foul and noxious odors are permitted to emanate therefrom to the annoyance of inhabitants of the city or are maintained and kept in a manner as to be injurious to the public health; or

(12) All other things specifically designated as nuisances elsewhere in this code.
Penalty, see § 91.99

§ 91.16 ABATEMENT PROCEDURE.

(A) The owner or occupant of any real estate within the corporate limits or zoning jurisdiction of the city shall keep the real estate free of nuisances. Except to the extent that conflicting procedures are otherwise provided, the procedures in this section shall apply to abatement of nuisances.

(B) Upon determination by the Board of Health or designated official that the owner or occupant of any real estate has failed to keep the real estate free of nuisances, notice to abate and remove the nuisance and notice of the right to a hearing before the City Council and the manner in which it may be requested shall be given to each owner or owner's duly authorized agent and to the occupant, if any, by personal service or by certified mail. If notice by personal service or certified mail is unsuccessful, notice shall be given by publication in a newspaper of general circulation in the city or by conspicuously posting the notice on the real estate upon which the nuisance is to be abated and removed. The notice shall describe the condition as found by the Board of Health or designated official and state that the condition has been declared a nuisance and must be remedied at once.

(C) If, within five days after receipt of the notice or publication or posting, whichever is applicable, the owner or occupant of the real estate does not request a hearing with the city or fails to comply with the order to abate and remove the nuisance, the city may have the work done.

(D) (1) If, within five days after receipt of the notice or publication or posting, whichever is applicable, the owner or occupant requests in writing a hearing with the City Council, the Council shall fix a time and place at which a hearing will be held. Notice of the hearing shall be given by personal service or certified mail and require the owner or occupant to appear before the Council to show cause why the condition should not be found to be a nuisance and remedied. The notice shall be given not less than seven, nor more than 14, days before the time of the hearing.

(2) Upon the date fixed for the hearing and pursuant to the notice, the Council shall hear all objections made by the owner or occupant and shall hear evidence submitted by the Board of Health or designated official. If, after consideration of all the evidence, the City Council finds that the condition is a nuisance, it shall, by resolution, order and direct the owner or occupant to remedy the nuisance at once. If the owner or occupant refuses or neglects to promptly comply with the order to abate and remove the nuisance, the Council may have the work done.

(E) The costs and expenses of any work shall be paid by the owner. If unpaid for two months after the work is done, the city may either:

(1) Levy and assess the costs and expenses of the work upon the real estate so benefitted in the same manner as other special taxes for improvements are levied and assessed; or

(2) Recover in a civil action the costs and expenses of the work upon the real estate and the adjoining streets and alleys.

Cross-reference:

Authority to obtain injunction against nuisance, see § 10.99

Statutory reference:

Authority to regulate and abate nuisances, see Neb. RS 18-1720

Nuisances prohibited, see Neb. RS 28-1321

Similar provisions, see Neb. RS 17-563

Zoning jurisdiction, Neb. RS 17-1001

§ 91.17 ADJOINING LAND OWNERS; INTERVENTION BEFORE TRIAL.

In cases of appeal from an action of the City Council condemning real property as a nuisance or as dangerous under the police powers of the city, the owners of the adjoining property may intervene in the action at any time before trial.

(Neb. RS 19-710)

§ 91.18 DEAD OR DISEASED TREES.

(A) (1) It is hereby declared a nuisance for a property owner to permit, allow or maintain any dead or diseased trees within the right-of-way of streets within the corporate limits of the city.

(2) Notice to abate and remove the nuisance and notice of the right to a hearing and the manner in which it may be requested shall be given to each owner or owner's duly authorized agent and to the occupant, if any, by personal service or certified mail. Within 30 days after the receipt of the notice, if the owner or occupant of the lot or piece of ground does not request a hearing or fails to comply with the order to abate and remove the nuisance, the city may have the work done and may levy and assess all or any portion of the costs and expenses of the work upon the lot or piece of ground so benefitted in the same manner as other special taxes for improvements are levied or assessed.
(Neb. RS 17-555)

(B) It is hereby declared a nuisance for a property owner to permit, allow or maintain any dead or diseased trees on private property within the corporate limits of the city. The provisions in division (A)(2) above shall apply to the nuisances. For the purpose of carrying out the provisions of this section, the city police shall have the authority to enter upon private property to inspect the trees thereon.

§ 91.19 WEEDS; LITTER; STAGNANT WATER.

(A) Lots or pieces of ground within the city shall be drained or filled so as to prevent stagnant water or any other nuisance accumulating thereon.

(B) The owner or occupant of any lot or piece of ground within the city shall keep the lot or piece of ground and the adjoining streets and alleys free of any growth of 12 inches or more in height of weeds, grasses or worthless vegetation.

(C) The throwing, depositing or accumulation of litter on any lot or piece of ground within the city is prohibited.

(D) It is hereby declared to be a nuisance to permit or maintain any growth of 12 inches or more in height of weeds, grasses or worthless vegetation on any lot or piece of ground within the city or on the adjoining streets or alleys or to litter or cause litter to be deposited or remain thereon, except in proper receptacles.

(E) Any owner or occupant of a lot or piece of ground shall, upon conviction of violating this section, be guilty of an offense.

(F) (1) Notice to abate and remove the nuisance shall be given to each owner or owner's duly authorized agent and to the occupant, if any, by personal service or certified mail. If notice by personal service or certified mail is unsuccessful, notice shall be given by publication in a newspaper of general circulation in the city or by conspicuously posting the notice on the lot or ground upon which the nuisance is to be abated and removed. Within five days after receipt of the notice or publication or posting, whichever is applicable, if the owner or occupant of the lot or piece of ground does not request a hearing with the city or fails to comply with the order to abate and remove the nuisance, the city may have the work done.

(2) The costs and expenses of any work shall be paid by the owner. If unpaid for two months after the work is done, the city may either:

(a) Levy and assess the costs and expenses of the work upon the lot or piece of ground so benefitted in the same manner as other special taxes for improvements are levied and assessed; or

(b) Recover in a civil action the costs and expenses of the work upon the lot or piece of ground and the adjoining streets and alleys.

(G) For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

LITTER. Includes, but is not limited to:

(a) Trash, rubbish, refuse, garbage, paper, rags and ashes;

(b) Wood, plaster, cement, brick or stone building rubble;

(c) Grass, leaves and worthless vegetation, except when used as ground mulch or in a compost pile;

(d) Offal and dead animals; and

(e) Any machine or machines, vehicle or vehicles or parts of a machine or vehicle which have lost their identity, character, utility or serviceability as such through deterioration, dismantling or the ravages of time, are inoperative or unable to perform their intended functions or are cast off, discarded or thrown away or left as waste, wreckage or junk.

WEEDS. Include, but are not limited to: bindweed (*Convolvulus arvensis*), puncture vine (*Tribulus terrestris*), leafy spurge (*Euphorbia esula*), Canada thistle (*Cirsium arvense*), perennial peppergrass (*Lepidium draba*), Russian knapweed (*Centaurea picris*), Johnson grass (*Sorghum halepense*), nodding or musk thistle, quack grass (*Agropyron repens*), perennial sow thistle (*Sonchus arvensis*), horse nettle (*Solanum carolinense*), bull thistle (*Cirsium lanceolatum*), buckthorn (*Rhamnus* sp.) (toun), hemp plant (*Cannabis sativa*) and ragweed (*Ambrosiaceae*).
(Neb. RS 17-563)

(H) (1) This particular division (H) will deal with those owners of property who have been given a notice to abate under divisions (A) through (G) above and have either failed to comply after the first notice or have complied and have allowed the property to again come into non-compliance within the same year that the property owner has been given a first notice to abate. The following procedure will apply after a first notice has been given.

(2) When a property owner has been given a notice to abate and has failed to comply or has allowed the property to again fall into non-compliance within the same year of the first notice, the following procedure will occur:

(a) The property owner will be given a second notice to abate which will delineated as such as (second notice) and will be allowed to clean the property up at that point in time within five days or request a hearing regarding the cleaning of the property pursuant hereto.

(b) If the property owner fails to either request a hearing or clean the property up within the required five days, then on the sixth day after receiving notice the property owner will receive a ticket regarding the non-compliance. On the seventh day, if the property is not in compliance, the property owner will receive a second ticket. On the eighth day, if the property owner has failed to comply with this section, the property owner will receive a final third ticket regarding the property.

(c) If, upon receiving three consecutive tickets, the property owner has not brought the property in compliance, then the city will, upon the ninth day of non-compliance, enter upon the property and remove the nuisance.

(d) Upon the city entering the property and removing the nuisance, the cost of the removal will be assessed to the property owner and/or the city may file suit regarding the costs after 60 days of non-payment of the costs as per divisions (A) through (G) above.

(e) If the city crews are required to remove the nuisance, the personal property shall be held for 30 days by the city, at which time, if the property owner or occupant has not claimed the personal property, it shall be taken to the Custer County Transfer Station.

(3) This division (H) shall take effect and be in full force from and after its passage, approval and publication or posting as required by law.

(Ord. 1007, passed 1-25-2005; Ord. 1042, passed 2-12-2008) Penalty, see § 91.99

§ 91.20 GARBAGE AND REFUSE.

(A) The owner, duly authorized agent or tenant of any lot or land within the corporate limits or zoning jurisdiction of the city shall remove garbage or refuse found upon the lot or land or upon the streets, roads or alleys abutting the lot or land which constitutes a public nuisance.

(B) Notice that removal of garbage or refuse is necessary shall be given to each owner or owner's duly authorized agent and to the tenant if any. The notice shall be provided by personal service or by certified mail. After providing the notice, the city through its proper offices shall, in addition to other proper remedies, remove the garbage or refuse or cause it to be removed, from the lot or land and streets, roads or alleys.

(C) If the Mayor declares that the accumulation of garbage or refuse upon any lot or land constitutes an immediate nuisance and hazard to public health and safety, the city shall remove the garbage or refuse or cause it to be removed, from the lot or land within 48 hours after notice by personal service or following receipt of a certified letter in accordance with division (B) above if the garbage or refuse has not been removed.

ORDINANCE 2015 - 5

AN ORDINANCE OF THE CITY OF BROKEN BOW, NEBRASKA AMENDING SECTION 91-19 OF THE BROKEN BOW MUNICIPAL CODE AS IT RELATES TO DEFINITION OF A NUISANCE, MAINTENANCE OF PROPERTY NOT ALLOWING GROWTH OF EIGHT (8) INCHES OR MORE IN HEIGHT OF WEEDS, GRASSES OR WORTHLESS VEGETATION AND PROVIDING FOR NOTICE TO ABATE AND HEARING; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING A TIME WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF BROKEN BOW CITY, NEBRASKA:

SECTION 1: That Section 91-19 (B) of the Broken Bow Municipal Code be amended to read as follows:

(B) The owner of occupant of any lot or piece of ground within the municipality shall keep the lot or piece of ground and the adjoining street and alleys free of any growth of eight (8) inches or more in height of weeds, grasses or worthless vegetation.

SECTION 2: That Section 91-19 (D) of the Broken Bow Municipal Code be amended to read as follows:

(D) It is hereby declared to be a nuisance to permit or maintain any growth of eight (8) inches or more in height of weeds, grasses or worthless vegetation or to litter or cause litter to be deposited or remain thereon except in proper receptacles.

SECTION 3: That Section 91-19 (F) of the Broken Bow Municipal Code be amended to read as follows:

(F) Notice to abate and remove such nuisance shall be given to each owner or owner's duly authorized agent and to the occupant, if any. The City shall give notice by personal service or first-class mail, and by posting on premise. If notice is given by first-class mail, such mail shall be conspicuously marked as to its importance. Within five (5) days after receipt of such notice, the owner or occupant of the lot or piece of ground may request a hearing with the City to appeal the decision to abate or remove a nuisance by filing a written appeal with the office of the City Clerk. A hearing on the appeal shall be held within fourteen (14) days after the filing of

the appeal and shall be conducted by the City Administrator. The hearing officer shall render a decision on the appeal within five (5) business days after the conclusion of the hearing. If the appeal fails, the City may have such work done. Within five (5) days after receipt of such notice, if the owner or occupant of the lot or piece of ground does not request a hearing with the City or fails to comply with the order to abate and remove the nuisance, the City may have such work done. The costs and expenses of any such work shall be paid by the owner. If unpaid for two (2) months after such work is done, the City may either (a) levy and assess the costs and expenses of the work upon the lot or piece of ground so benefitted in the same manner as other special taxes for improvements are levied and assessed or (b) recover in a civil action the costs and expenses of the work upon the lot or piece of ground and the adjoining streets and alleys.

SECTION 4: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5: That this ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED AND APPROVED this 12th day of May, 2015.

Cecil Burt, Mayor

ATTEST:

Elaine Bayer, City Clerk
(S E A L)

CITY OF BROKEN BOW, NEBRASKA

ORDINANCE NO. 1103

An ordinance of the City of Broken Bow, Nebraska to set the charges and rates for nuisance abatement required by the Broken Bow Basic Code.

WHEREAS, the City of Broken Bow desires to abate nuisances and maintain all property values to their fullest extent within the City of Broken Bow
AND;

WHEREAS, the cost of nuisance abatement, mobilization of crews and equipment, fuel and sanitation fees have increased the City of Broken Bow desires to recoup said costs by increasing the charges for said abatements.

BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF BROKEN BOW, NEBRASKA THAT:

Section 1. That whenever employees from the City of Broken Bow are required to abate any nuisance pursuant to the Basic Code, a minimum charge of \$100.00 shall be charged to the property owner for said nuisance abatement;

Section 2. That further, a minimum of \$100.00 per hour for the use of City crews and equipment shall be charged to the property owner for said nuisance abatement.

Section 3. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.


Section 4. This ordinance shall be in full force and take effect from and after its passage, approval and publication as required by law.

Passed and approved this 11th day of July, 2011.



Mayor, Cecil Burt

ATTEST:


City Clerk, Elaine L. Bayer

expense of correcting the conditions. If the expense of correcting the hazardous condition is greater than the amount of the deposit set by the City Council, the City Council may recover the excess expense by civil suit or otherwise as prescribed by law.

UNSAFE BUILDINGS

§ 150.35 DEFINITION.

(A) For the purpose of this subchapter, the following definition shall apply unless the context clearly indicates or requires a different meaning.

UNSAFE BUILDING. Includes any building, shed, fence or other human-made structure:

(a) Which is dangerous to the public health because of its condition and which may cause or aid in the spread of disease or injury to the health of the occupants of it or neighboring structures;

(b) Which because of faulty construction, age, lack of proper repair or any other cause is especially liable to fire and constitutes or creates a fire hazard; or

(c) Which by reason of faulty construction or any other cause is liable to cause injury or damage by the collapse or fall of all or any part of the structure.

(B) Any unsafe building in the city is hereby declared to be a nuisance.
Penalty, see § 10.99

§ 150.36 PROHIBITIONS.

It shall be unlawful to maintain or permit the existence of any unsafe building in the city and it shall be unlawful for the owner, occupant or person in custody of any dangerous building to permit the same to remain in an unsafe condition or to occupy the building or permit it to be occupied while it is in an unsafe condition.

Penalty, see § 10.99

Statutory reference:

Authority to prevent and abate nuisances, see Neb. RS 18-1720

§ 150.37 DETERMINATION; NOTICE.

(A) (1) Whenever the City Council or its designee has made a determination that a building or other structure in the city is an unsafe building, it shall be the duty of the City Clerk/Treasurer to post the

Broken Bow - Land Usage

property accordingly and to file a copy of the determination or resolution in the office of the County Register of Deeds to be recorded.
(Neb. RS 18-1722.01)

(2) The Clerk/Treasurer shall also serve written notice upon the owner and any occupant of the building or other structure by certified mail or personal service.

(B) This notice shall state that the building has been declared to be in an unsafe condition, that the dangerous condition must be removed or remedied by repairing or altering the building or by demolishing it and that the condition must be remedied within 60 days from the date of receipt. The notice may be in the following terms:

"To _____ (owner-occupant of premises), of the premises known and described as _____ .

"You are hereby notified that _____ (describe building) on the premises above mentioned has been determined to be an unsafe building and a nuisance after inspection by _____. The causes for this decision are _____ (here insert the facts as to the dangerous condition).

"You must remedy this condition or demolish the building within 60 days from the date of receipt of this notice or the city will proceed to do so. Appeal of this determination may be made to the City Council, acting as the Board of Appeals, by filing with the City Clerk/Treasurer within 10 days from the date of receipt of this notice a request for a hearing."

(C) If the person receiving the notice has not complied within 60 days from the date of receipt of the notice or taken an appeal from the determination that a dangerous building exists within ten days from the time when this notice is served upon that person by personal service or certified mail, the Building Inspector or other designated official may, upon orders of the City Council, proceed to remedy the condition or demolish the unsafe building.

§ 150.38 APPEAL; DEMOLITION; DUTY TO INFORM COUNTY.

(A) Upon receiving the notice to repair or demolish the building, the owner of the building, within the time stipulated, may in writing to the City Clerk/Treasurer request a hearing before the City Council, sitting as the Board of Appeals, to present reasons why the building should not be repaired or demolished. The City Council shall grant a hearing within ten days from the date of receiving the request. A written notice of the City Council's decision following the hearing shall be sent to the property owner by certified mail.

(B) If the City Council rejects the appeal, the owner shall have 60 days from the sending of the decision to begin repair or demolition and removal. If, after the 60-day period, the owner has not begun work, the City Council shall proceed to cause the work to be done; except that, the property owner may

appeal the decision to the appropriate court for adjudication, during which proceedings the decision of the City Council shall be stayed.

(C) Any city police officer or member of the City Council shall at once inform the County Treasurer of the removal or demolition of or a levy of attachment upon any item of real property known to him or her.

(Neb. RS 77-1725.01)

§ 150.39 EMERGENCY.

Where any unsafe building or structure poses an immediate danger to the health, safety or general welfare of any person or persons and the owner fails to remedy the situation in a reasonable time after notice to do so, the city may summarily repair or demolish and remove that building or structure.

§ 150.40 SPECIAL ASSESSMENTS.

(A) If any owner of any building or structure fails, neglects or refuses to comply with notice by or on behalf of the city to repair, rehabilitate or demolish and remove a building or structure which is an unsafe building or structure and a public nuisance, the city may proceed with the work specified in the notice to the property owner. A statement of the cost of this work shall be transmitted to the City Council.

(B) The City Council may:

(1) Levy the cost as a special assessment against the lot or real estate upon which the building or structure is located. The special assessment shall be a lien on the real estate and shall be collected in the manner provided for special assessments; or

(2) Collect the cost from the owner of the building or structure and enforce the collection by civil action in any court of competent jurisdiction.

(Neb. RS 18-1722)

BUILDING INSPECTOR

§ 150.55 POWER AND AUTHORITY.

The Building Inspector shall be the city official who shall have the duty of enforcing all city building and housing regulations, if any. He or she shall inspect all buildings repaired, altered, built or moved