

**CITY OF BROKEN BOW**  
**CITY COUNCIL AGENDA**  
**July 12<sup>th</sup>, 2016 @ 12:00 NOON**  
**City Hall Council Chambers**  
**314 South 10<sup>th</sup> Avenue, Broken Bow, NE**

**Call to Order**

**A. Roll Call**

**B. Pledge of Allegiance**

**C. 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.

**D. Consent Agenda:** The Mayor & Council will review and may or may not approve the consent agenda items for July 12<sup>th</sup>, 2016, which will include the following:

- a. Approval of Minutes of June 28<sup>th</sup>, 2016 Council Meeting [Hyperlink](#)
- b. Approval of Bills as Posted [Hyperlink](#)

**E. New Business:**

- a. **Public Hearing – Lot Split** – May or may not vote to open a public hearing regarding a lot split at 817 East South E Street. [Hyperlink](#)
- b. **Lot Split** – May or may not vote to approve the lot split at 817 East South E Street. [Hyperlink](#)
- c. **Resolution 2016-33 – Comprehensive Plan** – May or may not vote to approve payment number 10 to JEO Consulting Group in the amount of \$625.00 for work completed through June 24, 2016 on the Broken Bow Comprehensive Plan. [Hyperlink](#)
- d. **Resolution 2016-34 – Blight & Substandard Study** – May or may not vote to approve payment number 5 to JEO Consulting Group in the amount of \$387.50 for work completed through June 24, 2016 on the Blight and Substandard Determination Study. [Hyperlink](#)
- e. **Resolution 2016-35 – Creative Sites, LLC** – May or may not vote to approve payment to Creative Sites in the amount of \$45,486.00 for the playground equipment in the square. [Hyperlink](#)
- f. **Memorandum of Understanding** – May or may not vote to approve the updated Memorandum of Understanding between the City of Broken Bow and Elks Lodge. [Hyperlink](#)
- g. **Professional Services for the Library Project** – May or may not vote to enter into an agreement with JEO Architecture, Inc. for professional services. [Hyperlink](#)
- h. **Board Appointments** – May or may not vote to approve the appointments of Butch Brunken, Wes Province, and Bill Blackburn to the Board of Public Works for a three year term ending June 2019.

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**July 12<sup>th</sup>, 2016 @ 12:00 NOON**  
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**314 South 10<sup>th</sup> Avenue, Broken Bow, NE**

- i. Reserved Parking on the Square** - May or may not vote to approve reserved parking of 60 feet for a food truck and trailer on July 30<sup>th</sup> on the South Side of the square. [Hyperlink](#)
- j. Bid Opening** – Bids will be opened for the roof repair at the Fire Hall.

**F. Comments by Mayor and Council Members Concerning City Departments.**

**G. 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 to five minutes.

**H. Closed Session** – May or may not vote to enter closed session to discuss personnel handbook updates.

**I. Adjournment**

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

**Upcoming Events**

- ❖ **July 16<sup>th</sup>** – Custer County Tractor Ride
- ❖ **July 20<sup>th</sup>** – Blood Drive @ Elks Lodge
- ❖ **July 25<sup>th</sup>** – Board of Public Works Meeting at 12:30 pm @ Municipal Building
- ❖ **July 25<sup>th</sup>** – Park Board Meeting at 5:10 pm @ Municipal Building

*The next City Council Meeting will be on July 26<sup>th</sup>, 2016 @ 12:00 pm.*

**Broken Bow City Council**  
**Meeting Minutes**  
**June 28<sup>th</sup>, 2016**

The Broken Bow City Council met in regular session on Tuesday, June 28<sup>th</sup>, 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 12:01 P.M., with the following Councilmembers present; Schall, Neth, Sonnichsen, and Adams. Absent: None. Following the pledge of allegiance, Mayor Burt announced the availability of the open meetings law.

Moved by Schall, seconded by Neth, to approve the consent agenda for June 28<sup>th</sup>, 2016.

Said motion includes approval of Minutes of the June 14<sup>th</sup>, 2016 Council Meeting and Bills to Date. Roll call vote: Voting aye: Schall, Neth, Sonnichsen, and Adams. Nays: none. Motion carried.

ATCO \$355.00; Aflac \$912.43, \$124.32, \$287.82; American Red Cross \$547.00; Bloomberg Business week \$90.96; Blue Tarp Financial \$39.99; Bow Locksmith \$55.00; Brent Clark \$168.48; Capital One \$830.94; Card Services \$316.02; Cardmember Services \$556.28, \$100.00; Carquest of Broken Bow \$22.55; Central I.T., LLC \$70.95; Century Link \$85.49, 190.29; City Flex Benefit Plan \$182.29, \$150.00; City of Broken Bow Pension Fund \$1,594.55, \$6,196.96; Custer County Clerk \$98.00; Custer County Court \$236.30; Deterding \$1,955.96; Display Sales \$485.00; EFTPS Online Payment \$2,464.88, \$7,426.68, \$10,557.00; Eakes Office Products \$275.04; Evan June \$139.09; Family Heritage \$87.75; Fyr-Tek \$1,153.01; Holcomb Mechanical \$325.32; Hometown Leasing \$200.17; Ingram Library Services \$2,184.10; Island Supply Welding Co. \$46.39; JM Web Design \$25.95; KCNI/KBBN \$50.00; Kansas Payment Center \$107.50; Laurie French \$468.04; Michael Todd & Co \$585.95; Mid State Engineering & Testing \$481.00; Nancee Coufal \$140.40; Ne Safety & Fire Equipment \$52.00; Nebraska Child Support Payment Center \$460.00; Nebraska Environmental Products \$542.58; OSA/Computers Plus \$74.36; Omaha State Bank \$319.25; Omaha World Herald \$155.74; Presto X Company \$44.80; Productivity Plus Account \$366.17; Regional Care \$3,213.89, \$10,000.00, \$10,000.00; Ross Electric \$159.16; Schaper and White Law Firm \$420.00; Sherm Porter \$611.25; Site One Landscape Supply \$700.13; State Income Tax WH NE Online Payment \$2,633.85; Stephanie Wright \$244.62; Steve Scott \$29.20; Trotter Fertilizer \$107.80; Varney Health Mart \$53.00; Bi-Weekly Payroll \$62,823.05; Total Bills = \$135,381.70.

Polly Blackburn spoke to the Council about the possibility of designating some yards as environmentally friendly yards. She feels that there is a need for alternative to the "normal" yards and natural landscaping could be this alternative. The Nebraska Education Conservation Fund for improving sustainability in communities would like to see native, non-pollinating plants and flowers as a way to have this natural landscaping. The yards would avoid chemicals and provide a benefit to bees, birds, and other insects. The Council will take this proposal under advisement.

Moved by Neth, seconded by Schall, to approve the block closure request at 749 North 6<sup>th</sup> Avenue from 10:00 p.m. until 11:30 p.m. on July 3<sup>rd</sup>, 2016 for a block party. Roll call vote: Voting aye: Schall, Neth, Sonnichsen, and Adams. Nays: none. Motion carried.

Moved by Neth, seconded by Adams, to approve Resolution 2016-31. Said resolution approves payment #16 to JEO Consulting Group, Inc. in the amount of \$26,898.15 for work completed on the Broken Bow 2015 Downtown Improvements through June 10, 2016. Roll call vote: Voting aye: Schall, Neth, Sonnichsen, and Adams. Nays: none. Motion carried.



Moved by Sonnichsen, seconded by Adams, to approve Resolution 2016-32. Said resolution approves payment to Custer County Construction, Inc. in the amount of \$31,442.00 for renovation work on the bandstand. Roll call vote: Voting aye: Schall, Neth, Sonnichsen, and Adams. Nays: none. Motion carried.

Gary Geiselman with the Airport Authority presented the annual airport authority report and asked the Council to consider renewing the inter-local agreement with the airport authority.

Moved by Adams, seconded by Schall, to renew the inter-local agreement between the City of Broken Bow and the Airport Authority. Roll call vote: Voting aye: Schall, Neth, Sonnichsen, and Adams. Nays: none. Motion carried.

Moved by Schall, seconded by Neth, to declare the old dishes in the auditorium kitchen as surplus property and sold. Roll call vote: Voting aye: Schall, Neth, Sonnichsen, and Adams. Nays: none. Motion carried.


Mayor Burt opened the floor for comments from the Mayor and Councilmembers concerning City Departments. There were no comments.

Mayor Burt opened the public comment section of the meeting for those in attendance. Ellen Mortensen, Park Board Member, expressed her pleasure with the bandstand renovations and informed the Council that the picture of the bandstand posted on Sandhills Express is the most popular post right now. There are currently 130,000 views, 134 shares, and 150 comments on that post.

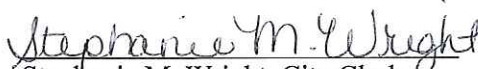
Moved by Schall, seconded by Sonnichsen, to enter closed session at 12:48 p.m. for the purpose of discussing a potential land acquisition. The City representatives that shall remain present during the closed session including the Mayor and City Council are City Attorney Jason White, City Administrator Brent Clark, and City Clerk Stephanie Wright. The Mayor stated the motion. Roll call vote: Voting aye: Schall, Adams, Sonnichsen, and Neth. Nays: none. Motion carried.

Moved by Sonnichsen, seconded by Schall, to exit out of closed session at 1:20 p.m. from the purpose of discussing a potential land acquisition. Roll call vote: Voting aye: Schall, Neth, Adams, and Sonnichsen. Nays: none. Motion carried.

Moved by Schall, seconded by Sonnichsen, to adjourn the City Council Meeting at 1:21 p.m. Roll call vote: Voting aye: Schall, Adams, Sonnichsen, and Neth. Nays: none. Motion carried.

  
Cecil Burt, Mayor

ATTEST:

  
Stephanie M. Wright, City Clerk



## Accounts Payable Detail Listing

City of Broken Bow

<u>Vend#</u>	<u>Vendor Name</u>	<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>Description</u>			<u>Debit</u>	<u>Credit</u>
<b>American Red Cross</b>										
22884	7/12/2016	7/12/2016			70.00					Posted
	10-3359.00					redcross manuals			70.00	0.00
<b>BSN Sports</b>										
22888	7/12/2016	7/12/2016			156.74					Posted
	10-3410.00					basketball goal for pool			156.74	0.00
<b>Broken Bow Airport Authority</b>										
22885	7/12/2016	7/12/2016			1,083.33					Posted
	01-3409.00					Monthly Payment			1,083.33	0.00
<b>Broken Bow Chamber of Commerce</b>										
22886	7/12/2016	7/12/2016			705.00					Posted
	05-3334.00					incentive payment			705.00	0.00
<b>Broken Bow Municipal Utilities</b>										
22887	7/12/2016	7/12/2016			7,580.05					Posted
	01-3213.00					General - Radio/Weather Station Tower			20.91	0.00
	08-3220.00					Street - Shop Utilities/Trash Removal			393.67	0.00
	06-3220.00					Fire - Utilities/Trash Removal			584.19	0.00
	04-3220.00					Police - Utilities/Trash Removal			47.77	0.00
	04-3315.00					Police - Dog Pound Utilities			53.32	0.00
	09-3220.00					Park - Utilities/Trash Removal			1,633.33	0.00
	09-3220.00					Park - Shopt Utilities/Trash Removal			168.71	0.00
	07-3220.00					Library - Utilities/Trash Removal			476.22	0.00
	02-3220.00					Pub Bldg - Utilites/Trash Removal			569.67	0.00
	11-3360.00					Tree Dump - Utilities			30.69	0.00
	10-3220.00					Swim Pool - Utilities/Trash Removal			3,601.57	0.00
									7,580.05	0.00
<b>Capitol One Bank</b>										
22889	7/12/2016	7/12/2016			270.56					Posted
	04-3315.00					pound supplies			120.58	0.00
	04-3312.00					uniforms 405			149.98	0.00
									270.56	0.00
<b>Carquest of Broken Bow</b>										
22890	7/12/2016	7/12/2016			227.70					Posted
	09-3310.00					filters			17.03	0.00
	08-3310.00					fuel conditioner/paint thinner/battery			210.67	0.00
									227.70	0.00
<b>Century Link</b>										
22891	7/12/2016	7/12/2016			842.34					Posted
	08-3221.00					Street - Basic & Long Distance			30.78	0.00
	04-3221.00					Police - Basic & Long Distance			188.13	0.00
	10-3221.00					Swim Pool - Basic & Credit Card			148.97	0.00
	09-3221.00					Park - Basic & Long Distance			30.78	0.00
	07-3221.00					Library - Basic & Long Distance			230.67	0.00
	02-3221.00					Pub Bldg - Basic & Long Distance			159.86	0.00
	03-3221.00					Handi Bus - Basic & Long Distance			53.15	0.00
									842.34	0.00
<b>Chemsearch</b>										
22892	7/12/2016	7/12/2016			150.00					Posted
	09-3310.00					equipment cleaner			150.00	0.00
<b>City of Broken Bow Pension Fund</b>										
22866	6/29/2016	6/29/2016			6,014.34					Ck# 1058 Printed
	01-1502.00					PENSION/401K NEW			6,014.34	0.00
22876	6/29/2016	6/29/2016			1,144.78					Ck# 1058 Printed
	01-1502.00					Liability - BBHA			1,144.78	0.00
<b>Creative Sites, LLC</b>										
22875	6/29/2016	6/29/2016			45,486.00					Ck# 1055 Printed
	12-4200.05					City Square Playground Equipment			45,486.00	0.00
<b>Credit Management Services</b>										
22880	7/5/2016	7/5/2016			236.30					Ck# 1061 Printed
	01-1504.00					Garnishment-to replace voided check			236.30	0.00



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City of Broken Bow

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	<u>Account#</u>	<u>Work Order</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>
<b>Credit Management Services (continued)</b>								
22883	7/5/2016	7/5/2016	236.30					Ck# 1064 Printed
	01-1504.00			Garnishment			236.30	0.00
<b>Culligan Water Conditioning</b>								
22893	7/12/2016	7/12/2016	8.75					Posted
	04-3311.00			water softner			8.75	0.00
<b>Custer County Chief</b>								
22895	7/12/2016	7/12/2016	481.56					Posted
	01-3209.00			publishing/advertising			189.06	0.00
	10-3209.00			publishing/advertising			292.50	0.00
							481.56	0.00
<b>2 Custer County Court</b>								
22871	6/29/2016	6/29/2016	0.00					**VOID**
	01-1504.00			WAGE GARNISHMENT CUSTER COUNT			236.30	0.00
<b>Custer County Garden Center</b>								
22894	7/12/2016	7/12/2016	107.88					Posted
	09-3353.00			mulch			107.88	0.00
<b>Custer County Treasurer</b>								
22896	7/12/2016	7/12/2016	11,192.15					Posted
	01-3217.00			Communications Interlocal Payment			11,192.15	0.00
<b>Custer Public Power</b>								
22897	7/12/2016	7/12/2016	27.51					Posted
	11-3416.00			c&d cell electric			27.51	0.00
22898	7/12/2016	7/12/2016	75.37					Posted
	01-3223.00			office supplies			49.99	0.00
	02-3223.00			office supplies			25.38	0.00
							75.37	0.00
<b>Doggett Tree Service</b>								
22874	6/29/2016	6/29/2016	3,500.00					Ck# 1056 Printed
	09-3410.00			Tree Removal @ Tomahawk Park			3,500.00	0.00
<b>EFTPS Online Payment</b>								
22867	6/29/2016	6/29/2016	2,451.34					Ck# 1008 Printed
	01-1500.00			MEDICARE			2,451.34	0.00
22868	6/29/2016	6/29/2016	7,932.89					Ck# 1008 Printed
	01-1500.00			FEDERAL MARRIED			4,792.31	0.00
	01-1500.00			FEDERAL SINGLE			3,140.58	0.00
							7,932.89	0.00
22869	6/29/2016	6/29/2016	10,514.60					Ck# 1008 Printed
	01-1500.00			SOCIAL SECURITY			10,514.60	0.00
<b>Farritor Auto Parts</b>								
22899	7/12/2016	7/12/2016	35.00					Posted
	08-3310.00			tire for paint trailer			35.00	0.00
<b>Fixed Right Auto Body</b>								
22900	7/12/2016	7/12/2016	1,070.00					Posted
	12-4200.00			repaint and refinish flag poles			1,070.00	0.00
<b>Gateway Motors Inc</b>								
22901	7/12/2016	7/12/2016	398.02					Posted
	04-3310.00			repairs			162.91	0.00
	03-3310.00			repairs			235.11	0.00
							398.02	0.00
<b>Great Plains Communications</b>								
22902	7/12/2016	7/12/2016	70.95					Posted
	08-3221.00			Internet			35.48	0.00
	09-3221.00			Internet			35.47	0.00
							70.95	0.00

Grocery Kart

<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Status</u>
	<u>Account#</u>	<u>Work Order</u>		<u>Description</u>	<u>Debit</u>	<u>Credit</u>	
<b>Grocery Kart (continued)</b>							
22925	7/12/2016	7/12/2016	126.71				Posted
	08-3223.00			water and powerade	100.64	0.00	
	10-3432.00			chemicals	14.91	0.00	
	10-3223.00			ice	4.00	0.00	
	02-3223.00			kleenexes	7.16	0.00	
					126.71	0.00	
<b>Holcomb Pharmacy</b>							
22903	7/12/2016	7/12/2016	2.89				Posted
	05-3338.00			aspirin	2.89	0.00	
<b>Island Supply Welding Co.</b>							
22904	7/12/2016	7/12/2016	92.78				Posted
	05-3338.00			oxygen	92.78	0.00	
<b>Kansas Payment Center SN01D*002572</b>							
22872	6/29/2016	6/29/2016	107.50				Ck# 1009 Printed
	01-1503.00			CHILD SUPPORT-KS	107.50	0.00	
<b>Kirkpatrick Cleaning Solutions</b>							
22905	7/12/2016	7/12/2016	53.27				Posted
	02-3223.01				53.27	0.00	
<b>Master Cleaners</b>							
22906	7/12/2016	7/12/2016	85.18				Posted
	05-3332.00			cleaning	9.43	0.00	
	02-3223.01			rug cleaning	75.75	0.00	
					85.18	0.00	
<b>NATP</b>							
22907	7/12/2016	7/12/2016	65.00				Posted
	03-3222.00			membership dues	65.00	0.00	
<b>OSA/Computers Plus</b>							
22909	7/12/2016	7/12/2016	635.57				Posted
	10-3223.00			office supplies	15.00	0.00	
	01-3212.00			pens	600.00	0.00	
	08-3223.00			sd card	17.98	0.00	
	04-3223.00			supplies	2.59	0.00	
					635.57	0.00	
<b>Obrien's True Value</b>							
22908	7/12/2016	7/12/2016	238.77				Posted
	06-3410.00			dewalt blades	49.97	0.00	
	09-3427.00			irrigation supplies	188.80	0.00	
					238.77	0.00	
<b>Paulsen Inc.</b>							
22910	7/12/2016	7/12/2016	1,648.71				Posted
	08-3425.00			drainage way North 7th and G	1,648.71	0.00	
<b>Plains Equipment Group</b>							
22911	7/12/2016	7/12/2016	306.53				Posted
	09-3310.00			blades/repairs	205.57	0.00	
	08-3310.00			hoses and fitting	100.96	0.00	
					306.53	0.00	
<b>Prachts Ace Hardware</b>							
22912	7/12/2016	7/12/2016	778.51				Posted
	02-3223.00			supplies/hardware	0.55	0.00	
	10-3223.00			supplies/hardware	80.61	0.00	
	09-3311.00			supplies/hardware	352.47	0.00	
	08-3310.00			hose,sprinkler,paint,chainsaw chain, sign	320.88	0.00	
	04-3410.00			supplies/hardware	24.00	0.00	
					778.51	0.00	
<b>Pristine Cleaning, LLC</b>							
22877	6/29/2016	6/29/2016	650.00				Ck# 1059 Printed
	02-3419.01			Cleaning Service	350.00	0.00	
	07-3419.01			Cleaning Service	300.00	0.00	
					650.00	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>
<b>Pristine Cleaning, LLC (continued)</b>								
22913	7/12/2016	7/12/2016	550.00					Posted
	02-3419.01			Cleaning Service			300.00	0.00
	07-3419.01			Cleaning Service			250.00	0.00
							550.00	0.00
<b>Province Plumbing</b>								
22914	7/12/2016	7/12/2016	1,126.09					Posted
	02-3311.00			auditorium and office downstairs a/c repair			1,126.09	0.00
<b>Regional Care</b>								
22873	6/29/2016	6/29/2016	21,454.41					Ck# 1011 Printed
	01-1501.00			BBHA Health Insurance			4,145.50	0.00
	01-3104.00			General - Health Insurance			2,200.96	0.00
	08-3104.00			Street - Health Insurance			3,475.90	0.00
	06-3104.00			Firemen - Health Insurance			584.34	0.00
	04-3104.00			Police - Health Insurance			6,296.30	0.00
	05-3104.00			Rescue Unit - Health Insurance			584.35	0.00
	09-3104.00			Park - Health Insurance			1,829.68	0.00
	07-3104.00			Library - Health Insurance			1,168.69	0.00
	03-3104.00			Handi Bus - Health Insurance			1,168.69	0.00
							21,454.41	0.00
<b>Register of Deeds</b>								
22879	7/1/2016	7/1/2016	16.00					Ck# 1060 Printed
	12-4200.00			Owens/Muddy Creek Deed			16.00	0.00
<b>S&amp;L Sanitary Service</b>								
22915	7/12/2016	7/12/2016	49.30					Posted
	09-3219.00			trash around the square			49.30	0.00
<b>Shopko Store</b>								
22916	7/12/2016	7/12/2016	187.45					Posted
	04-3315.00			dog care			16.02	0.00
	10-3223.00			dog care			171.43	0.00
							187.45	0.00
<b>Site One Landscape Supply</b>								
22917	7/12/2016	7/12/2016	32.05					Posted
	09-3427.00			fittings for valve repair			32.05	0.00
<b>SourceGas</b>								
22918	7/12/2016	7/12/2016	215.63					Posted
	02-3220.00			Municipal Building Utilities			85.03	0.00
	08-3220.00			Street Utilities			19.80	0.00
	06-3220.00			Fire Utilities			34.48	0.00
	04-3220.00			Police Utilities			14.77	0.00
	09-3220.00			Park Utilities			19.80	0.00
	07-3220.00			Library Utilities			41.75	0.00
							215.63	0.00
<b>State Income Tax WH NE Online Payment</b>								
22870	6/29/2016	6/29/2016	2,810.17					Ck# 1010 Printed
	01-1500.00			STATE MARRIED			1,828.62	0.00
	01-1500.00			STATE SINGLE			981.55	0.00
							2,810.17	0.00
<b>Steve Scott</b>								
22919	7/12/2016	7/12/2016	52.12					Posted
	04-3223.00			postage			52.12	0.00
<b>Trotter Service</b>								
22920	7/12/2016	7/12/2016	2,659.33					Posted
	08-3225.00			Street - Gasoline			1,206.26	0.00
	04-3225.00			Police - Gasoline			550.98	0.00
	05-3225.00			Rescue Unit - Gasoline			85.52	0.00
	09-3225.00			Park - Gasoline			816.57	0.00
							2,659.33	0.00

Trotter's Whoa &amp; Go



## 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>
<b>Trotter's Whoa &amp; Go (continued)</b>								
22921	7/12/2016	7/12/2016	429.70					Posted
	03-3225.00			Fuel 155.398 gallons			350.85	0.00
	04-3225.00			Fuel			78.85	0.00
							429.70	0.00
<b>Unitech</b>								
22922	7/12/2016	7/12/2016	375.00					Posted
	09-3339.00			weed spray			375.00	0.00
<b>V-Bar Sales &amp; Service</b>								
22923	7/12/2016	7/12/2016	3,635.73					Posted
	12-4200.05			flower pot brakets			3,555.48	0.00
	08-3310.00			helium			80.25	0.00
							3,635.73	0.00
<b>Wenquist Inc.</b>								
22924	7/12/2016	7/12/2016	255.37					Posted
	08-3310.00			battery, starter, loctite, fuel filter, radiator c			255.37	0.00
			140,709.23	56 Non-voided payables listed.				

## Report Setup

AP - Accounts Payable Listing : Vendor Name

## Filter Options

Starting: 6/29/2016

Ending: 7/12/2016

Banks: All

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

All Vendors Selected

6/29/16 Bi-weekly payroll \$ 63,964.69

# Check Approval List - GL Account

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City of Broken Bow

Page 1 of 3

<u>Vendor Name</u>	<u>Invoice</u>	<u>Invoice Description</u>	<u>Account Description</u>	<u>Amount</u>
<b>General</b>				
Broken Bow Airport Authority		monthly payment	Airport Monthly Payment	\$1,083.33
Broken Bow Municipal Utilities		utilities	Weather Station Expens	\$20.91
City of Broken Bow Pension Fund		PENSION/401K NEW	Pension	\$6,014.34
City of Broken Bow Pension Fund		BBHA Pension	Pension	\$1,144.78
Credit Management Services		Garnishment-to replace voided check	Wage Garnishment	\$236.30
Credit Management Services		Garnishment	Wage Garnishment	\$236.30
Custer County Chief		publishing/advertising	Printing & Publication	\$189.06
Custer County Treasurer		interlocal agreement	Radio Communications	\$11,192.15
Custer Public Power		office supplies	Supplies & Postage	\$49.99
EFTPS Online Payment		MEDICARE	Payroll Taxes	\$2,451.34
EFTPS Online Payment		FEDERAL	Payroll Taxes	\$4,792.31
EFTPS Online Payment		FEDERAL	Payroll Taxes	\$3,140.58
EFTPS Online Payment		FICA	Payroll Taxes	\$10,514.60
Kansas Payment Center SN01D*002572		CHILD SUPPORT-KS	Child Support	\$107.50
OSA/Computers Plus		office supplies	City Promotions	\$600.00
Regional Care			Health/Life/Acc Insuranc	\$4,145.50
Regional Care			Health Insurance	\$2,200.96
State Income Tax WH NE Online Paymen	STATE		Payroll Taxes	\$981.55
State Income Tax WH NE Online Paymen	STATE		Payroll Taxes	\$1,828.62
			Total General	\$50,930.12
<b>Municipal Building</b>				
Broken Bow Municipal Utilities		utilities	Utilities	\$569.67
Century Link		telephone	Telephone/Internet	\$159.86
Custer Public Power		office supplies	Supplies & Postage	\$25.38
Grocery Kart		supplies	Supplies & Postage	\$7.16
Kirkpatrick Cleaning Solutions		trash bags	Building Cleaning Suppli	\$53.27
Master Cleaners		cleaning	Building Cleaning Suppli	\$75.75
Prachts Ace Hardware		supplies/hardware	Supplies & Postage	\$0.55
Pristine Cleaning, LLC		cleaning service	Contracted Services	\$300.00
Pristine Cleaning, LLC			Contracted Services	\$350.00
Province Plumbing		auditorium and office downstairs a/c repairs	Maintenance & Repair B	\$1,126.09
SourceGas		Utilities	Utilities	\$85.03
			Total Municipal Building	\$2,752.76
<b>Handi Bus</b>				
Century Link		telephone	Telephone/Internet	\$53.15
Gateway Motors Inc		repairs	Maint/Repair Equipment	\$235.11
NATP		membership dues	Miscellaneous Expense	\$65.00
Regional Care			Health Insurance	\$1,168.69
Trotter's Whoa & Go		fuel	Gas and Oil	\$350.85
			Total Handi Bus	\$1,872.80
<b>Police</b>				
Broken Bow Municipal Utilities		utilities	Utilities	\$47.77
Broken Bow Municipal Utilities		utilities	Dog Care	\$53.32
Capitol One Bank		pound supplies/uniforms	Uniforms	\$149.98
Capitol One Bank		pound supplies/uniforms	Dog Care	\$120.58
Century Link		telephone	Telephone/Internet	\$188.13
Culligan Water Conditioning		water softner	Maintenance & Repair B	\$8.75
Gateway Motors Inc		repairs	Maint/Repair Equipment	\$162.91
OSA/Computers Plus		office supplies	Supplies & Postage	\$2.59
Prachts Ace Hardware		supplies/hardware	Equipment Purchases	\$24.00
Regional Care			Health Insurance	\$6,296.30
Shopko Store		supplies	Dog Care	\$16.02
SourceGas		Utilities	Utilities	\$14.77
Steve Scott		postage	Supplies & Postage	\$52.12
Trotter Service		fuel	Gas and Oil	\$550.98
Trotter's Whoa & Go		fuel	Gas and Oil	\$78.85
			Total Police	\$7,767.07
<b>Rescue Unit</b>				
Broken Bow Chamber of Commerce		incentive payment	Ambulance Driver Incent	\$705.00
Holcomb Pharmacy		aspirin	Ambulance Supplies	\$2.89
Island Supply Welding Co.		oxygen	Ambulance Supplies	\$92.78
Master Cleaners		cleaning	Laundry	\$9.43
Regional Care			Health Insurance	\$584.35
Trotter Service		fuel	Gas and Oil	\$85.52
			Total Rescue Unit	\$1,479.97



# Check Approval List - GL Account

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City of Broken Bow

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<u>Vendor Name</u>	<u>Invoice</u>	<u>Invoice Description</u>	<u>Account Description</u>	<u>Amount</u>
<b>Fire</b>				
Broken Bow Municipal Utilities		utilities	Utilities	\$584.19
Obrien's True Value			Equipment Purchases	\$49.97
Regional Care			Health Insurance	\$584.34
SourceGas		Utilities	Utilities	\$34.48
			Total Fire	\$1,252.98
<b>Library</b>				
Broken Bow Municipal Utilities		utilities	Utilities	\$476.22
Century Link		telephone	Telephone/Internet	\$230.67
Pristine Cleaning, LLC			Contracted Services	\$300.00
Pristine Cleaning, LLC		cleaning service	Contracted Services	\$250.00
Regional Care			Health Insurance	\$1,168.69
SourceGas		Utilities	Utilities	\$41.75
			Total Library	\$2,467.33
<b>Street</b>				
Broken Bow Municipal Utilities		utilities	Utilities	\$393.67
Carquest of Broken Bow			Maint/Repair Equipment	\$210.67
Century Link		telephone	Telephone/Internet	\$30.78
Farritor Auto Parts		tire for paint trailer	Maint/Repair Equipment	\$35.00
Great Plains Communications		internet	Telephone/Internet	\$35.48
Grocery Kart		supples	Supplies & Postage	\$100.64
OSA/Computers Plus		office supplies	Supplies & Postage	\$17.98
Paulsen Inc.		drainage way	Street Construction	\$1,648.71
Plains Equipment Group		blades/repairs, hoses and fittings	Maint/Repair Equipment	\$100.96
Prachts Ace Hardware		supplies/hardware	Maint/Repair Equipment	\$320.88
Regional Care			Health Insurance	\$3,475.90
SourceGas		Utilities	Utilities	\$19.80
Trotter Service		fuel	Gas and Oil	\$1,206.26
V-Bar Sales & Service		flower pot brackets and helium	Maint/Repair Equipment	\$80.25
Wenquist Inc.		battery, starter, loctite, fuel filter, radiator ca	Maint/Repair Equipment	\$255.37
			Total Street	\$7,932.35
<b>Park</b>				
Broken Bow Municipal Utilities		utilities	Utilities	\$168.71
Broken Bow Municipal Utilities		utilities	Utilities	\$1,633.33
Carquest of Broken Bow			Maint/Repair Equipment	\$17.03
Century Link		telephone	Telephone/Internet	\$30.78
Chemsearch		equipment cleaner	Maint/Repair Equipment	\$150.00
Custer County Garden Center		mulch	Trees & Shrubs	\$107.88
Doggett Tree Service		Tree Removal @ Tomahawk Park	Equipment Purchases	\$3,500.00
Great Plains Communications		internet	Telephone/Internet	\$35.47
Obrien's True Value			Underground Sprinklers	\$188.80
Plains Equipment Group		blades/repairs, hoses and fittings	Maint/Repair Equipment	\$205.57
Prachts Ace Hardware		supplies/hardware	Maintenance & Repair B	\$352.47
Regional Care			Health Insurance	\$1,829.68
S&L Sanitary Service		trash around the square	Trash Removal	\$49.30
Site One Landscape Supply		fittings for valve repair	Underground Sprinklers	\$32.05
SourceGas		Utilities	Utilities	\$19.80
Trotter Service		fuel	Gas and Oil	\$816.57
Unitech		weed spray	Maintenance/Repair Gro	\$375.00
			Total Park	\$9,512.44
<b>Swimming Pool</b>				
American Red Cross		redcross manuals	Red Cross Training	\$70.00
BSN Sports		basketball goal for pool	Equipment Purchases	\$156.74
Broken Bow Municipal Utilities		utilities	Utilities	\$3,601.57
Century Link		telephone	Telephone/Internet	\$148.97
Custer County Chief		publishing/advertising	Printing & Publication	\$292.50
Grocery Kart		supples	Supplies & Postage	\$4.00
Grocery Kart		supples	Pool Chemicals	\$14.91
OSA/Computers Plus		office supplies	Supplies & Postage	\$15.00
Prachts Ace Hardware		supplies/hardware	Supplies & Postage	\$80.61
Shopko Store		supplies	Supplies & Postage	\$171.43
			Total Swimming Pool	\$4,555.73
<b>Sanitation</b>				
Broken Bow Municipal Utilities		utilities	Sanitation Contract	\$30.69
Custer Public Power		c&d cell electric	Land & Buildings	\$27.51
			Total Sanitation	\$58.20



## Check Approval List - GL Account

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City of Broken Bow

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<u>Vendor Name</u>	<u>Invoice</u>	<u>Invoice Description</u>	<u>Account Description</u>	<u>Amount</u>
<b>ST Infra/Capital</b>				
Creative Sites, LLC		City Square Playground Equipment	Downtown Improvement	\$45,486.00
Fixed Right Auto Body		repaint and refinish flag poles	Sales Tax Infra Projects	\$1,070.00
Register of Deeds		Owens/Muddy Creek Deed	Sales Tax Infra Projects	\$16.00
V-Bar Sales & Service		flower pot brackets and helium	Downtown Improvement	\$3,555.48
			Total ST Infra/Capital	\$50,127.48
				<hr/>
				\$140,709.23

Report Selection: Check Approval List - GL Account  
Date Range Selection: Invoice Due Date  
Starting Date: 6/29/2016  
Ending Date: 7/12/2016

6/29/16 Bi-weekly payroll \$63,964.69



**Application for Lot Split**  
Broken Bow, Nebraska

Complete this form and submit it to the City of Broken Bow Planning and Zoning Office with the following attachments:

- A detailed drawing/map of the property involved, showing the current structures and the proposed new property lines. A survey is highly recommended, however, the City is not by this application certifying or verifying the actual lot lines, survey lines or pin locations. The applicant is responsible for the legal description herein.
- A certified list of all the property owners within 200 feet of the proposed lot to be split. This list must be prepared by a registered abstractor.
- Filing fee - \$50.00

Property Owner/Applicant Kevin and Joyce Richardson / Nebraska Land Surveying, LLC

Property Address 817 East South E Street Legal Description Part of the SW1/4 of the NE1/4 of Section 33, Township 17 North, Range 20 West of the 6th P.M.

What is the intended use for the property after the lot split is granted? \_\_\_\_\_

Commercial building

Is a new street or alley needed if this lot split is granted? Yes \_\_\_\_\_ No x

Is a vacation of streets, alleys, setback lines, access control or easements required for this particular lot split? Yes \_\_\_\_\_ No x

Will this lot split require an increase in service requirements by the City of Broken Bow? (utilities, traffic control, streets) Yes \_\_\_\_\_ No x

Will this lot split interfere with maintaining existing services? Yes \_\_\_\_\_ No x

Does the granting of this lot split lessen the right-of-way by the City of Broken Bow? Yes \_\_\_\_\_ No x

Does this lot split result in a substandard sized lot or parcel? Yes \_\_\_\_\_ No x

Will this lot have direct access to a street? Yes x No \_\_\_\_\_

Will this lot interfere with maintaining existing services? Yes \_\_\_\_\_ No x

Has this lot been previously split in accordance with current zoning regulations? Yes \_\_\_\_\_ No x

Jay D. Gormley, Manager, Nebraska Land Surveying, LLC

06-13-2016

308-872-6009

Applicant

Date

Phone

**For Office Use Only**

Application Approved \_\_\_\_\_ Not Approved \_\_\_\_\_

Accepted by \_\_\_\_\_ Date \_\_\_\_\_

Payment received: mo. \_\_\_\_\_ day. \_\_\_\_\_ yr. \_\_\_\_\_  
Cash \_\_\_\_\_ Check \_\_\_\_\_

# ADMINISTRATIVE LOT SPLIT

OF A TRACT OF LAND LOCATED IN PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW1/4 NE1/4) OF SECTION THIRTY-THREE (33), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWENTY (20) WEST OF THE SIXTH PRINCIPAL MERIDIAN, CUSTER COUNTY, NEBRASKA.

## LEGAL DESCRIPTION OF RECORD FOR THE OVERALL TRACT

A tract of land in the Northeast Quarter (NE1/4) of Section Thirty-three (33), Township Seventeen (17) North, Range Twenty (20) West of the 6th P.M., Custer County, Nebraska, more particularly described as follows: Beginning at a point 1,101 feet East and 81 feet North of the center marker of said Section 33, said point being 81 feet North of the center line of Nebraska Highway #2; thence North at an angle of 90 degrees to said center line of Nebraska Highway #2, a distance of 312 feet; thence West parallel to Nebraska Highway #2, a distance of 410 feet; thence South 57 feet; thence East 50 feet; thence South 255 feet; thence East 360 feet to the point of beginning.

## LEGAL DESCRIPTION FOR THE SOUTHEASTERLY TRACT

A tract of land being part of the Southwest Quarter of the Northeast Quarter (SW1/4 NE1/4) of Section Thirty-three (33), Township Seventeen (17) North, Range Twenty (20) West of the Sixth Principal Meridian, Custer County, Nebraska, more particularly described as follows: Referring to the Southwest corner of the Northeast Quarter of Section 33 and assuming the South line of the Northeast Quarter of Section 33 as bearing N 89°50'24" E and all bearings contained herein are relative thereto; thence N 89°50'24" E, on the South line of the Northeast Quarter of said Section 33, a distance of 1099.55 feet; thence leaving the South line of the Northeast Quarter of said Section 33, N 00°01'48" W a distance of 81.0 feet to the ACTUAL PLACE OF BEGINNING, said place of beginning being a point on the North line of a tract of land as described in Deed of Dedication filed May 13, 1957 in Deed Book 138 at pages 357-359 in the Office of the Custer County Register of Deeds; thence continuing N 00°01'48" W a distance of 225.00 feet; thence S 89°50'24" W a distance of 95.00 feet; thence S 00°01'48" E a distance of 70.00 feet; thence S 44°54'18" W a distance of 35.40 feet; thence S 89°50'24" W a distance of 30.00 feet; thence S 00°01'48" E a distance of 130.00 feet to a point on the North line of said tract of land described in Deed of Dedication filed in Deed Book 138 at pages 357-359; thence N 89°50'24" E, on the North line of said tract of land described in Deed of Dedication filed in Deed Book 138 at pages 357-359, a distance of 150.00 feet to the place of beginning. Containing 0.66 acres, more or less.

## LEGAL DESCRIPTION FOR THE NORTHWESTERLY TRACT

A tract of land being part of the Southwest Quarter of the Northeast Quarter (SW1/4 NE1/4) of Section Thirty-three (33), Township Seventeen (17) North, Range Twenty (20) West of the Sixth Principal Meridian, Custer County, Nebraska, more particularly described as follows: Referring to the Southwest corner of the Northeast Quarter of Section 33 and assuming the South line of the Northeast Quarter of Section 33 as bearing N 89°50'24" E and all bearings contained herein are relative thereto; thence N 89°50'24" E, on the South line of the Northeast Quarter of said Section 33, a distance of 1099.55 feet; thence leaving the South line of the Northeast Quarter of said Section 33, N 00°01'48" W a distance of 81.0 feet to a point on the North line of a tract of land as described in Deed of Dedication filed May 13, 1957 in Deed Book 138 at pages 357-359 in the Office of the Custer County Register of Deeds; thence continuing N 00°01'48" W a distance of 225.00 feet to the ACTUAL PLACE OF BEGINNING; thence continuing N 00°01'48" W a distance of 87.52 feet; thence S 89°50'44" W a distance of 410.0 feet; thence S 00°16'00" E a distance of 57.00 feet; thence N 89°55'04" E a distance of 50.00 feet; thence S 00°01'48" E a distance of 255.49 feet to a point on the North line of said tract of land described in Deed of Dedication filed in Deed Book 138 at pages 357-359; thence N 89°50'24" E, on the North line of said tract of land described in Deed of Dedication filed in Deed Book 138 at pages 357-359, a distance of 209.77 feet; thence leaving the North line of said tract of land described in Deed of Dedication filed in Deed Book 138 at pages 357-359, N 00°01'48" W a distance of 130.00 feet; thence N 89°50'24" E a distance of 30.00 feet; thence N 44°54'18" E a distance of 35.40 feet; thence N 00°01'48" W a distance of 70.00 feet; thence N 89°50'24" E a distance of 95.00 feet to the place of beginning. Containing 1.95 acres, more or less.

## ACKNOWLEDGEMENTS

The foregoing Administrative Lot Split being a part of the Southwest Quarter of the Northeast Quarter (SW1/4 NE1/4) of Section Thirty-three (33), Township Seventeen (17) North, Range Twenty (20) West of the Sixth Principal Meridian, Custer County, Nebraska, as shown on the above plat is created with the free consent and in accordance with the desires of Kevin E. Richardson and Joyce A. Richardson, who are the sole owners and proprietors of the land included therein.  
Dated this \_\_\_\_ day of \_\_\_\_, 2016

Kevin E. Richardson

State of Nebraska  
County of Custer

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_, 2016, by Kevin E. Richardson.

(SEAL)

My commission expires \_\_\_\_

Joyce A. Richardson

State of Nebraska  
County of Custer

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_, 2016, by Joyce A. Richardson.

(SEAL)

My commission expires \_\_\_\_

Notary Public

## APPROVAL OF THE BROKEN BOW, NEBRASKA, PLANNING COMMISSION

The undersigned Chairperson or Member of the Broken Bow, Nebraska, Planning Commission does hereby certify that the foregoing Administrative Lot Split was submitted to the Broken Bow Planning Commission on the \_\_\_\_ day of \_\_\_\_, 2016, and was approved on that date by a majority vote of the members of said planning commission.

Chairperson or Member

Printed Name and Title

## APPROVAL OF THE BROKEN BOW, NEBRASKA, CITY COUNCIL

The undersigned, Cecil Burt, Mayor of the City of Broken Bow, Nebraska, does hereby certify that the foregoing Administrative Lot Split was submitted to the Broken Bow City Council on the \_\_\_\_ day of \_\_\_\_, 2016, and was approved on that date by a majority vote of the members of said city council.

Cecil Burt, Mayor

State of Nebraska  
County of Custer

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_, 2016, by Cecil Burt, Mayor of the City of Broken Bow, Nebraska.  
(SEAL)

Notary Public

My commission expires \_\_\_\_

## CUSTER COUNTY, NEBRASKA, REGISTER OF DEEDS

This is to certify that the foregoing Administrative Lot Split has been accepted and filed for record in the Office of the Custer County Register of Deeds this \_\_\_\_ day of \_\_\_\_, 2016, in Book \_\_\_\_ on page \_\_\_\_ (Slide No. \_\_\_\_)

Connie Carroll,  
Custer County Register of Deeds

## SURVEYOR'S CERTIFICATE

I do hereby certify that, under my personal supervision, this plat was prepared from an actual survey completed on the 6th day of June, 2016, and is true and correct to the best of my knowledge.

(SEAL)

Nebraska Land Surveying, LLC

Jay D. Gormley, Manager  
Nebraska Registered Land Surveyor No. 717



✚ = FOUND SECTION CORNER  
✚ = FOUND QUARTER SECTION CORNER

○ = SET 5/8" x 24" REBAR W/ L.D. CAP  
STAMPED "GORMLEY NEBR. LS 717"

● = FOUND CORNER MONUMENT AS INDICATED

⬢ = CALCULATED POINT

P = PLATTED DISTANCE

R = RECORD DISTANCE

M = MEASURED DISTANCE

G.L.O. = GENERAL LAND OFFICE

Ch = CHAIN MEASURE (1 Ch = 66')

**NLS NEBRASKA**  
LAND SURVEYING, LLC  
BROKEN BOW - KEARNEY - LEWISTON  
OFFICE 808-672-6009 CELL 308-283-4690

PROJECTS\2016\2016-043\_RICHARDSON



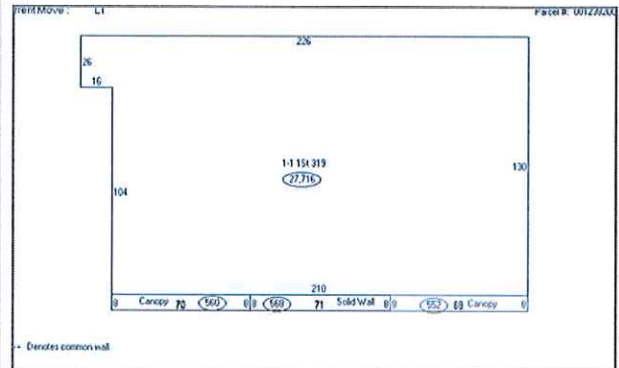
Parcel Information	
<b>Parcel ID</b>	001238200
<b>Links</b>	<a href="#">Photo #1</a> <a href="#">Sketch #1</a>
<b>Map Number</b>	2445-00-0-00116-000-0010
<b>Cadastral #</b>	
<b>Current Owner</b>	DAMON UNLIMITED LLCATTN: NONA G CHAFFIN
<b>Mailing Address</b>	PO BOX 77, DODGE CITY KS 67801-
<b>Situs Address</b>	00817 E S E ST
<b>Tax District</b>	223
<b>Tax ID</b>	
<b>School District</b>	BROKEN BOW SCHOOL 25
<b>Neighborhood</b>	50
<b>Property Class</b>	Commercial
<b>Lot Width x Depth</b>	
<b>Legal Description</b>	PARCELS: SEC 33-17-20 SWNE (360'X312' & 50'X57') 2.64 ACRES BROKEN~BOW CITY~

Assessed Values				
<u>Year</u>	<u>Total</u>	<u>Land</u>	<u>Improvements</u>	<u>Outbuildings</u>
2016	\$733,814	\$273,554	\$460,260	\$0

2015 Tax Information	
<b>Taxes</b>	\$12,610.74
<b>Tax Levy</b>	2.211529

2015 Tax Levy	
<u>Description</u>	<u>Rate</u>
AG SOCIETY	0.003372
BB CITY POOL BOND	0.160205
BBOW TWP 11 CEMETERY	0.012106
BBOW TWP 11 ROAD	0.012806
BROKEN BOW CITY BOND	0.075755
BROKEN BOW CITY GENERAL	0.500000
BROKEN BOW CITY ROAD	0.012806
BROKEN BOW SCH 2012 BOND	0.051389
BROKEN BOW SCHOOL	1.069269
CUSTER COUNTY	0.177837
CUSTER COUNTY BLDG BOND	0.011037
ESU #10	0.013754
LOWER LOUP NRD	0.033193
MID-PLAINS COLLEGE	0.078000

### 5 Year Sales History





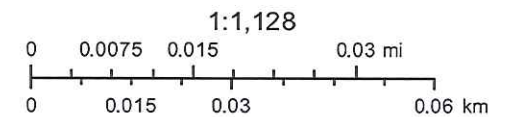
# Richardson Lot Split



June 15, 2016

Parcels

Sections



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

[Return to Agenda](#)

Custer County  
GIS Workshop, LLC.



**RESOLUTION 2016-33**

**RESOLUTION AUTHORIZING PAYMENT #10 TO  
JEO CONSULTING GROUP, INC.**

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

WHEREAS, JEO Consulting Group, Inc. has submitted Pay Request No. 10 for work performed for 25% completed work of Implementation on the Broken Bow Comprehensive Plan and Zoning/Subdivision Regulations completed through June 24, 2016.

WHEREAS, JEO Consulting Group, Inc. is entitled to Payment in the amount of \$625.00 for the Broken Bow Comprehensive Plan and Zoning/Subdivision Regulations.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of Broken Bow, Nebraska: authorizing the City to sign all necessary documentation for payment and pay JEO Consulting Group, Inc. \$625.00.

PASSED AND APPROVED this 12th day of July, 2016.

\_\_\_\_\_  
Cecil Burt, Mayor

ATTEST:

\_\_\_\_\_  
Stephanie M. Wright, City Clerk

(S E A L)



ENGINEERING ■ ARCHITECTURE ■ SURVEYING ■ PLANNING

**Invoice**

June 30, 2016

Project No: R111076.00

Invoice No: 90171

Invoice Amount: 625.00

City of Broken Bow  
PO Box 504  
314 So. 10th Avenue  
Broken Bow, NE 68822

Project Manager Jeffrey Ray

Project R111076.00

Broken Bow Comprehensive Plan and Zoning/Subdivision Regulations

**Professional Services through June 24, 2016**

	<b>Contract Amount</b>	<b>Percent Complete</b>	<b>Billed-to-Date</b>	<b>Previous Billing</b>	<b>Current Billing</b>
<b>Lump Sum Phase(s)</b>					
Set-up and Kick-off	\$750.00	100 %	\$750.00	\$750.00	0.00
Profile	\$7,750.00	100 %	\$7,750.00	\$7,750.00	0.00
Envision	\$10,250.00	100 %	\$10,250.00	\$10,250.00	0.00
Achieve	\$7,750.00	100 %	\$7,750.00	\$7,750.00	0.00
Implementation	\$6,250.00	25 %	\$1,562.50	\$937.50	\$625.00
Zoning and Subdivision Update	\$7,800.00	0 %	0.00	0.00	0.00
Final Document and Public Hearings	\$1,800.00	0 %	0.00	0.00	0.00
Project Management	\$2,500.00	55 %	\$1,375.00	\$1,375.00	0.00
<b>Total</b>	<b>\$44,850.00</b>		<b>\$29,437.50</b>	<b>\$28,812.50</b>	<b>\$625.00</b>
<b>Total Amount Due Upon Receipt</b>					<b>\$625.00</b>

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**JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC**

142 W. 11th Street | PO Box 207 | Wahoo, Nebraska 68066-0207 | p: 402.443.4661 | f: 402.443.3508

[www.jeo.com](http://www.jeo.com)



## MONTHLY PROGRESS REPORT BROKEN BOW COMPREHENSIVE PLAN

JEO PROJECT NO. R111076.00  
Project Contact: Jeff Ray, 402.779.1070

Through the Period of Jun 24, 2016

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1. **Overall Project and Budget Status:**
  - Project Completion: 85% Budget: 66%
2. **Work completed during current period (May 30 – Jun 24)**
  - Prepared material for Committee Implementation Meeting
  - Drafted proposed Vision Implementation Plan projects
  - Mapped proposed annexation areas
  - Drafted special recommendation in Achieve chapter
3. **Planned accomplishment for next period (Jun 27 – Jul 22)**
  - Facilitate Committee Implementation Meeting
  - Draft implementation chapter
  - Submit 90% QA/QC review
  - Submit draft document for committee and staff review
  - Integrate document into InDesign format
  - Kickoff meeting for zoning and subdivision regulation update
4. **Action items:**
  - Implementation PAC meeting
  - Update Zoning and Subdivision Regulations
5. **Project schedule:**
  - Delayed due to scheduling of 2<sup>nd</sup> Town Hall Meeting – on track for July 31 draft submission

### JEO CONSULTING GROUP INC

11717 Burt Street | Suite 210 | Omaha, Nebraska 68154-1510 | p: 402.934.3680 | f: 402.934.3681  
www.jeo.com



**RESOLUTION 2016-34**

**RESOLUTION AUTHORIZING PAYMENT #5 TO  
JEO CONSULTING GROUP, INC.**

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

WHEREAS, JEO Consulting Group, Inc. has submitted Pay Request No. 5 for work performed for 80% completed work of Blight Study and Redevelopment Plan on the Broken Bow Blight and Substandard Determination Study No. 10 completed through June 24, 2016.

WHEREAS, JEO Consulting Group, Inc. is entitled to Payment in the amount of \$387.50 for the Broken Bow Blight and Substandard Determination Study No. 10.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of Broken Bow, Nebraska: authorizing the City to sign all necessary documentation for payment and pay JEO Consulting Group, Inc. \$387.50.

PASSED AND APPROVED this 12th day of July, 2016.

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Cecil Burt, Mayor

ATTEST:

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Stephanie M. Wright, City Clerk

(S E A L)



ENGINEERING ■ ARCHITECTURE ■ SURVEYING ■ PLANNING

## Invoice

June 30, 2016  
Project No: R141430.00  
Invoice No: 90172  
Invoice Amount: 387.50

City of Broken Bow  
PO Box 504  
314 So. 10th Avenue  
Broken Bow, NE 68822

Project Manager Jeffrey Ray

Project R141430.00 Broken Bow Blight and Substandard Determination Study No. 10  
**Professional Services through June 24, 2016**

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
<b>Lump Sum Phase(s)</b>					
Blight Studyand Redevelopmnet Plan	\$7,750.00	80 %	\$6,200.00	\$5,812.50	\$387.50
<b>Total</b>	<b>\$7,750.00</b>		<b>\$6,200.00</b>	<b>\$5,812.50</b>	<b>\$387.50</b>
<b>Total Amount Due Upon Receipt</b>					<b>\$387.50</b>

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**JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC**

142 W. 11th Street | PO Box 207 | Wahoo, Nebraska 68066-0207 | p: 402.443.4661 | f: 402.443.3508

[www.jeo.com](http://www.jeo.com)

Return to Agenda

**RESOLUTION 2016-35**

**RESOLUTION AUTHORIZING PAYMENT TO  
CREATIVE SITES, LLC**

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

WHEREAS, Creative Sites, LLC has submitted an Invoice for Payment for playground equipment in the downtown square in the amount of \$45,486.00.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of Broken Bow, Nebraska: authorizing the City to sign all necessary documentation for payment and to pay Creative Sites, LLC in the amount of \$45,486.00 for playground equipment in the downtown square.

PASSED AND APPROVED this 12<sup>th</sup> day of July 2016.

\_\_\_\_\_  
Cecil Burt, Mayor

ATTEST:

\_\_\_\_\_  
Stephanie M. Wright, City Clerk

(S E A L)



Date: 06/27/2016  
Invoice No.: 1306  
Due Date: 07/27/2016

**Bill To:**  
City of Broken Bow  
PO Box 504  
Broken Bow, Ne 68822

**Ship To:**  
PO Box 504  
Broken Bow, Ne 68822

Total	\$45,486.00
Balance Due	\$45,486.00

**Thank you for your business.**

## **Memorandum of Understanding**

Between

City of Broken Bow

And

Elks Lodge #1688

This Memorandum of Understanding (MOU) is made and entered into as of this 12<sup>th</sup> day of July, 2016, sets forth the terms and understanding between the City of Broken Bow, hereinafter "CITY", and the Elks Lodge #1688, hereinafter "ELKS" to purchase the Elks Lodge located at 625 South 10<sup>th</sup> Avenue, Broken Bow, Nebraska.

### **Purpose**

It is desire of the parties to facilitate the purchase of an area large enough to accommodate a new Fire and Emergency Services Station as well as facilitate the continued service and meeting place of the Elks Lodge.

### **Proposed Terms**

The above goals will be accomplished by undertaking the following activities:

CITY agrees to seek and execute a purchase agreement with the ELKS, to wit;

1. First right of refusal for the CITY to purchase the current ELKS Building currently located at 625 South 10<sup>th</sup> Avenue described as J. P. Gandy Addition, Block 11, at a price of \$200,000.00.
2. The CITY further agrees to accommodate the ELKS for meeting space in the event that the CITY purchases the real estate prior to the ELKS acquiring a meeting space.
3. The CITY will have 30 days to agree to purchase said property at said price in the event the current tenant (Fiesta Brava) formally exits out of the current agreement between themselves and the ELKS prior to the CITY formally purchasing said property.
4. The CITY will have 30 days to agree to purchase said property at said price in the event another buyer makes a formal written offer to purchase the property from the ELKS.
5. The CITY has the right to formally purchase said property at said price in 30 days with a formal written notice and payment.

6. The CITY agrees to complete snow removal on said property for the duration of this agreement.
7. This agreement shall remain in effect until March 1<sup>st</sup>, 2017, at that time said agreement and can be modified, changed, or terminated by mutual consent on the parties.

**Duration**

Parties agree that this MOU will remain in effect from the date signed until at such time that the parties have entered into a formal purchase agreement.

**Contact Information**

Cecil Burt  
Mayor  
PO Box 504  
Broken Bow, NE 68822  
308-872-5831

Brent Clark  
City Administrator  
PO Box 504  
Broken Bow, NE 68822  
308-872-5831

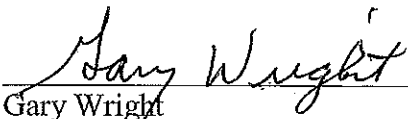
Gary Wright  
Elks Chairman  
625 South 10<sup>th</sup> Avenue  
Broken Bow, NE 68822



Cecil Burt  
Mayor, City of Broken Bow



Date



Gary Wright  
Chairman, Elks Lodge #1688



Date



**AGREEMENT  
BETWEEN OWNER AND ARCHITECT  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ ("Effective Date") between the City of Broken Bow ("Owner") and JEO Architecture, Inc. ("Architect").

Owner's project, of which Architect's services under this Agreement are a part, is generally identified as follows:

Broken Bow Library Building Renovation and Addition – Design Development, Construction Documents, Bidding and Construction Administration ("Project").

Architect's services under this Agreement are generally identified as follows: JEO will provide Design Development, Construction Documents, Bidding and Construction Administration services for the Broken Bow Library as described in the Architect's scope of services - Exhibit A.

Owner and Architect further agree as follows:

**ARTICLE 1 - SERVICES OF ARCHITECT**

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**1.01 Scope**

- A. Architect shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

**ARTICLE 2 - OWNER'S RESPONSIBILITIES**

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**2.01 Owner Responsibilities**

- A. Owner responsibilities are outlined in Section 3 of Exhibit B.

**ARTICLE 3 - Compensation**

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**3.01 Compensation**

- A. Owner shall pay Architect as set forth in Exhibit A and per the terms in Exhibit B.
- B. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Architect. JEO's standard hourly rate schedule is available upon request.

## ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

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### 4.01 Exhibits

Exhibit A – Scope of Services  
Exhibit B – General Conditions  
Exhibit C – Concept Plan Layout

### 5.02 Total Agreement

- A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Architect and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

This Agreement will be effective on \_\_\_\_\_, 2016 (which is the Effective Date of the Agreement).

Owner:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Architect: JEO Architecture, Inc.



\_\_\_\_\_

By: Marvin Larson

Title: Senior Project Manager

Date Signed: May 4, 2016

Address for giving notices:

JEO Architecture, Inc.

2700 Fletcher Ave.

Lincoln, NE 68504

**Scope of Services**

Broken Bow Library – Proposal for:  
Design Services/Building Renovation and Addition

**PROJECT DESCRIPTION:**

Your project consists of the continuation of design and ultimately construction of new building additions and interior renovation to the existing Broken Bow Public Library. Based on the schematic design JEO previously assisted with it is expected that the building renovation within the existing building envelope will be approximately 8,000 square feet and a building addition of approximately 4,000 square feet. The following spaces have been programmed into the new building design:

- Meeting Room that can be subdivided (Building Addition on East Side)
- Reading/Sitting Area (Building Renovation)
- Library Book Circulation Area (Building Renovation)
- Office Break Room (Building Addition on South Side)
- Filing (Building Addition on South Side)
- Office (Building Addition on South Side)
- Children's Library (Building Renovation)
- Study Rooms (Building Renovation)
- ADA Compliant Restrooms (Building Renovation)
- Storage Areas (size and locations vary)
- Circulation and Mechanical Spaces (size as needed)

Based on the initial schematic design services and the concept developed by JEO and approved by the Client, JEO proposes to provide design development, construction document, bidding and construction administration services based on this general concept (see Exhibit C). Design services will include architectural, structural, mechanical, plumbing, electrical, site survey and civil design. JEO has retained the design services of Advance Engineering Systems for mechanical, plumbing and electrical design. JEO will assist the City of Broken Bow on acquiring geotechnical soils proposals and the City will contract directly with the selected company for this service.

**SCOPE OF SERVICES:****1. Design Development Phase:**

- a. JEO shall provide Design Development Documents based on the approved schematic design (see Exhibit C).
- b. The Design Development Documents shall illustrate and describe the refinement of the design of the project, establishing the scope, relationships, forms, size and appearance of the project by means of plans, sections and elevations, typical construction details, and equipment layouts.
- c. The Design Development Documents shall include specifications that identify major materials and systems and establish in general their quality levels.
- d. Written approval of the Design Development Documents shall be provided to JEO by the approved Owner's representative.
- e. Travel Expectations during this Design Development Phase: For this phase of the project JEO has included one site visit to ascertain the existing conditions and meeting



with project stakeholders for project input. Additional site visits during this project phase will be billed as an additional service based on standard hourly rates.

**2. Construction Document Phase:**

- a. JEO shall provide Construction Documents based on the approved Design Development Documents. The Construction Documents establish in detail the quality levels of materials and systems required for the Project that of which shall be provided through completion of:
  - i. drawings as determined by the architect based on the complexity of the project may include:
    1. Floor plans
    2. Elevations
    3. Sections
    4. Details
    5. Schedules
  - ii. project manual (specification) which will include:
    1. General conditions
    2. Supplementary and other conditions
    3. Non-technical specifications
    4. Technical specifications
    5. Bidding requirements
    6. Sample forms
- b. During the development of the Construction Documents, JEO shall assist the Owner in the development and preparation of:
  - i. bidding and procurement information which describes the time, place and conditions of bidding.
  - ii. bidding or proposal forms.
  - iii. form of agreement between the Owner and the Contractor
  - iv. the Conditions of the Contract for Construction (General, Supplementary and other Conditions).
- c. Upon completion of the Construction Documents, JEO shall provide a final opinion of construction cost.
- d. Travel Expectations during this Construction Document Phase: Two trips/site visits; one site visit will be utilized at 50% construction document completion to meet with project stakeholders for project input. One site visit meeting will be utilized at the completion of this phase as a final review prior to the project bidding. Additional site visits during this project phase will be billed as an additional service based on standard hourly rates.

**3. Bidding Phase:**

- a. Bidding Documents shall consist of bidding requirements, proposed contract forms, General Conditions and Supplementary Conditions, Specifications and Drawings.
- b. JEO shall arrange for procuring the reproduction of Bidding Documents for distribution to prospective bidders. The Owner shall reimburse JEO for the cost of reproduction.
- c. JEO shall distribute the Bidding Documents to prospective bidders and request their return upon completion of the bidding process. JEO shall maintain a log of distribution

and retrieval, and the amounts of deposits, if any, received from and returned to prospective bidders.

- d. JEO shall consider requests for substitutions, if permitted by the Bidding Documents, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.
- e. JEO shall participate in or, at the Owner's direction, shall organize and conduct a pre-bid conference for prospective bidders.
- f. JEO shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda.
- g. JEO shall participate in or, at the Owner's direction, shall organize and conduct the opening of the bids. JEO shall subsequently document and distribute the bidding results, as directed by the Owner.
- h. Travel Expectations during this Bidding Phase: Two trips/site visits; one site visit taken to assist in the administration of a pre-bid meeting, and one site visit taken to assist with the receipt and opening of bids.

#### **4. Construction Administration**

- a. JEO shall provide administration of the Contract between the Owner and the Contractor as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by JEO.
- b. JEO shall be a representative of and shall advise and consult with the Owner during the provision of the Contract Administration Services. JEO shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.
- c. Interpretations and decisions of JEO shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, JEO shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for the results of interpretations or decisions so rendered in good faith.
- d. JEO shall render initial decisions on claims, disputes, or other matters in question between the Owner and Contractor as provided in the Contract Documents. However, JEO's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.
- e. JEO, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor's operations or as otherwise agreed by the Owner and JEO to:
  - i. become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed.
  - ii. endeavor to guard the Owner against defects and deficiencies in the Work.
  - iii. determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents.

- iv. JEO shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. JEO shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.
- f. JEO shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents.
- g. JEO shall be responsible for JEO's negligent acts or omissions but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.
- h. JEO shall review and certify the amounts due the Contractor and shall issue Certificates for Payment in such amounts. JEO's certification for payment shall constitute a representation to the Owner, based on JEO's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of JEO's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents.
- i. JEO shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- j. JEO shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. JEO may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents.
- k. JEO shall conduct observations to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final observation indicating the Work complies with the requirements of the Contract Documents. JEO's observation shall be conducted with the Owner's Designated Representative to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.
- l. Travel expectations during this Construction Administration Phase: JEO anticipates a total of nine (9) trips during this project phase; one (1) taken to participate in a pre-construction meeting, seven (7) taken at times critical to construction and certification of the pay applications (typically on a monthly basis during construction), one (1) taken to confirm substantial completion and conduct a punch list.
- m. All services performed during this project phase will be billed based on standard hourly rates.



**TERMS AND CONDITIONS:**

1. **Compensation/Fee:** JEO proposes to provide the services defined in the Scope of Services above for a maximum fee of **\$144,600 (one hundred forty four thousand six hundred dollars)** plus construction administration billed hourly.
  - a. This fee shall be broken down by phase as follows:
    - i. Design Development: \$31,500 (lump-sum fixed fee)
    - ii. Contract Documents: \$104,100 (lump-sum fixed fee)
    - iii. Bidding or Negotiation: \$9,000 (lump-sum fixed fee)
    - iv. Contract Administration: services provided based on hourly rates (estimated fee \$35,000-\$40,000)
2. **Project Scope – Changed Conditions:** The Owner and Architect may rely on this project information as a basis for the initial project scope and fee. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services and compensation as an amendment if there's a change in project scope.
3. **Reimbursable Expenses:** Reimbursable expenses that we will bill for on this project and will be invoiced above and beyond the design fee are as follows:
  - a. Cost of reproduction of Contract Documents for Bidding and Construction
  - b. Cost of required permits/Authority reviews
  - c. Cost of product color boards
4. **Contract Time:** If the design development, construction document and bidding services covered by this Agreement have not been completed by November 30, 2016 through no fault of JEO, extension of JEO's services beyond that time shall be compensated as additional services. Anticipated project start date of July 1, 2016.
5. **General Conditions:** See Exhibit B

**JEO Architecture, Inc.**  
**GENERAL CONDITIONS**

**Exhibit B**

**1. SCOPE OF SERVICES:** JEO Architecture, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the owner for these services at the fee stated in Exhibit A.

**2. ADDITIONAL SERVICES:** JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

**3. OWNER RESPONSIBILITIES:** The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

**4. TIMES FOR RENDERING SERVICES:** JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the owner has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

**5. INVOICES:** JEO shall submit invoices to the owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Owner agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the owner fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the owner, suspend services to the owner under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

**6. STANDARD OF CARE:** The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession

practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the owner shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in owner furnished information.

**7. REUSE OF DOCUMENTS:** Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without JEO's written authorization shall be at the owner's risk and the owner agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

**8. ELECTRONIC FILES:** Copies of Documents that may be relied upon by the owner are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the owner and JEO.

**9. SUBCONSULTANTS:** JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

**10. INDEMNIFICATION:** To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other harmless



**JEO Architecture, Inc.**  
**GENERAL CONDITIONS**

**Exhibit B**

and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.

**11. INSURANCE:** JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
  - i. Each Accident: \$500,000
  - ii. Disease, Policy Limit: \$500,000
  - iii. Disease, Each Employee: \$500,000
- c. General Liability
  - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
  - ii. General Aggregate: \$2,000,000
- d. Auto Liability
  - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
  - i. Each Occurrence: \$1,000,000
  - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
  - i. Each Occurrence: \$1,000,000
  - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

**12. TERMINATION:** This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

**13. GOVERNING LAW:** This agreement is to be governed by the law of the state in which the project is located.

**14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES:** The owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

- a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.
- b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
- c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

**15. PRECEDENCE:** These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

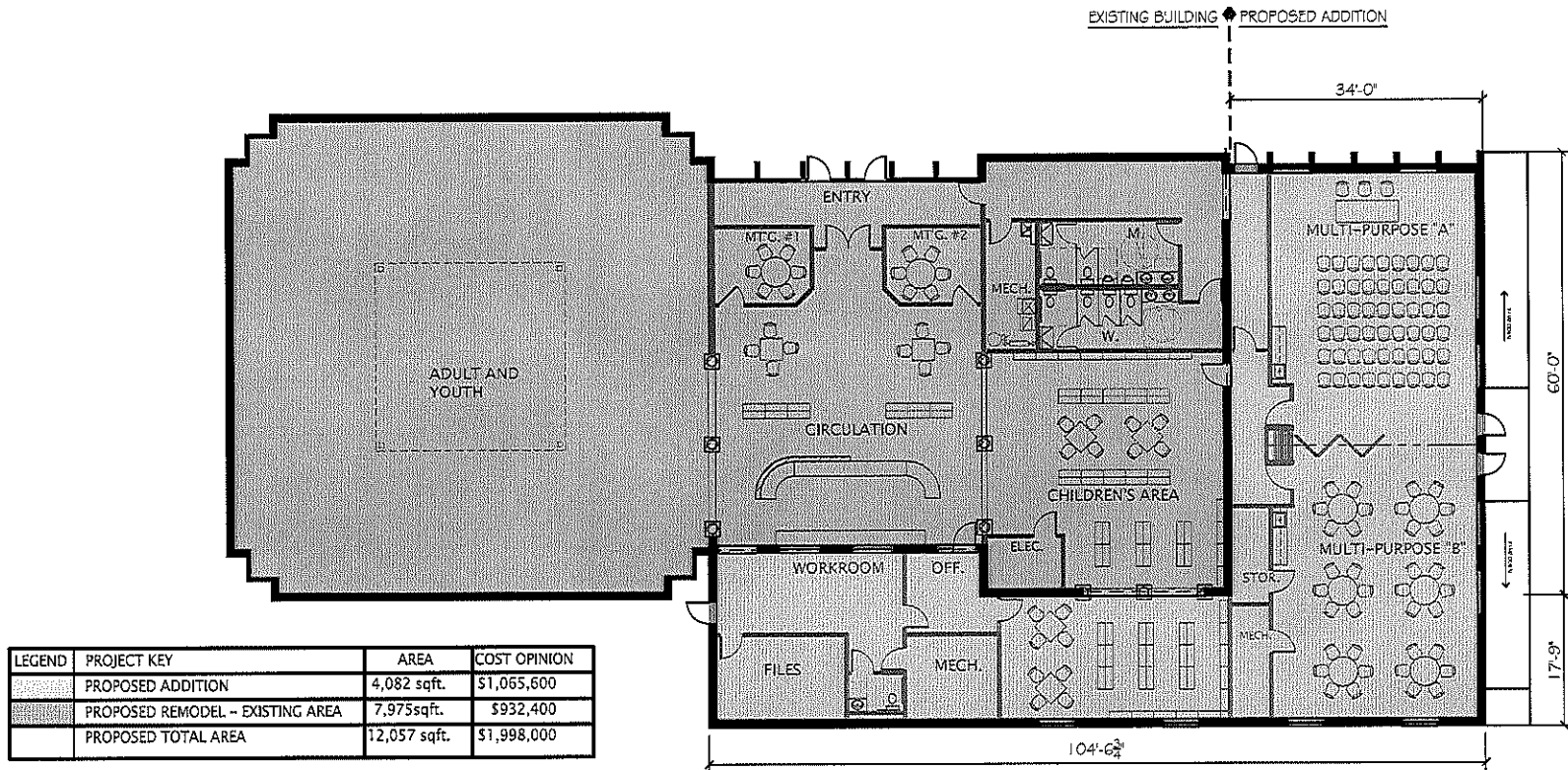
**16. SEVERABILITY:** Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the owner and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**17. NON-DISCRIMINATION CLAUSE:** Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

**18. E-VERIFY:** JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Architect shall require the same of each consultant.



# LOVE YOUR LIBRARY - EXPAND OUR FUTURE



**PROPOSED FLOOR PLAN**  
Scale: NTS

**Broken Bow Public Library**

Date: 4/14/2016

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Project No. R120249.00





Date: June 28, 2016

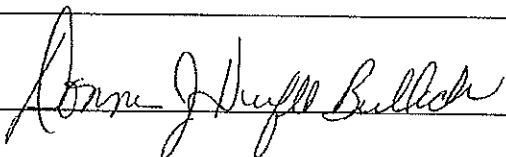
**PUBLIC AGENDA REQUEST FORM**

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

Date to speak: July 12, 2016  
Name: Donnis Hueftle-Bullock  
Address: 444 S. 8th Ave.  
Broken Bow, NE ZIP 68822  
Phone Number: 308-872-5691  
E-mail address: donnis@brokenbow-ne.com

**Brief description of topic to be discussed:**

We are requesting on behalf of Nebraska Pork Producers  
and Thomas Livestock a reserved parking of 60 feet for a  
truck and trailer on July 30th for the South side of the  
square to accommodate the food trailer. They will be  
providing a free pork slider, chips and a drink to all who  
attend the parade.

Signature: 

Please return to: Stephanie Wright, City Clerk  
City of Broken Bow  
PO Box 504 – 314 South 10<sup>th</sup> Avenue  
Broken Bow, NE 68822

Ph: (308) 872-5831  
Fax (308) 872-6885  
E-mail address: [clerk@cityofbrokenbow.org](mailto:clerk@cityofbrokenbow.org)