

CITY OF BROKEN BOW
CITY COUNCIL AGENDA
October 11th, 2016 @ 12:00 NOON
City Hall Council Chambers
314 South 10th 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 October 11th, 2016, which will include the following:

- a. Approval of Minutes of September 27th, 2016 Council Meeting [Hyperlink](#)
- b. Approval of Bills as Posted [Hyperlink](#)

E. Other Communications:

- a. **Audrey Clark** – She would like to discuss having a 7:00 a.m. whistle.
- b. **Nebraska State Bank** – Nebraska State Bank will present a new deposit insurance option (FDIC).

F. Old Business:

- a. **South B Street Design** – May or may not vote to approve the South B Street design. [Hyperlink](#)
- b. **Roof Replacement Bid for Fire Hall & Police Station** - May or may not vote to approve a bid for the roof replacement at the Fire Hall & Police Station. [Hyperlink](#)

G. New Business:

- a. **Park Board Appointment** – May or may not vote to appoint Sandy Bates to the Park Board to fill the vacant position that will expire February 2017. [Hyperlink](#)
- b. **Public Hearing on Lot Split** – May or may not vote to open a public hearing regarding a lot split for Steven and Carmen Finney 1215 South 7th Avenue. [Hyperlink](#)
- c. **Resolution 2016-60** – May or may not vote to approve the lot split at 1215 South 7th Avenue for Steven and Carmen Finney. [Hyperlink](#)
- d. **Public Hearing on Ordinance 1149 – Burt Rezoning** – May or may not vote to open a public hearing for rezoning 534 South 6th Avenue from R-2 to C-1. [Hyperlink](#)

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- e. **Waive 3 Readings on Ordinance 1149 – Burt Rezoning** – May or may not vote to waive the three readings of Ordinance 1149 that will change the zoning at 534 South 6th Avenue from R-2 to C-1.
- f. **Ordinance 1149 - Rezoning** – May or may not vote to approve Ordinance 1149 to change the zoning at 534 South 6th Avenue from R-2 to C-1. [Hyperlink](#)
- g. **Resolution 2016-61** – May or may not vote to approve payment to JEO in the amount of \$1,000.00 for a site visit to the swimming pool in September. [Hyperlink](#)
- h. **Resolution 2016-62** – May or may not vote to approve payment #13 to JEO in the amount of \$2,965.00 for work completed on the Comprehensive Plan and Zoning/Subdivision Regulations through September 23rd, 2016. [Hyperlink](#)
- i. **Resolution 2016-63 – Bid Acceptance for Well #17** - May or may not vote to accept the bid from Sargent Drilling Company for drilling Well #17. [Hyperlink](#)

H. Comments by Mayor and Council Members Concerning City Departments.

- I. 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.

J. Adjournment

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

Upcoming Events

- ❖ **October 11th** – Joint Fire and Council Meeting at 7:30 pm @ Municipal Building
- ❖ **October 17th** – Joint Council & County Supervisors Meeting at 1:00 pm @ Judicial Center
- ❖ **October 20th** – Bob Wirz Program & Book Signing at 6:30 pm @ Library
- ❖ **October 24th** – Board of Public Works Meeting at 12:30 pm @ Municipal Building

The next City Council Meeting will be on October 25th, 2016 @ 12:00 pm.

**Broken Bow City Council
Meeting Minutes
September 27th, 2016**

The Broken Bow City Council met in regular session on Tuesday, September 27th, 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, 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 September 27th, 2016. Said motion includes approval of Minutes of the September 13th Council Meeting and Workshop, Bills to Date, and August Treasurer's Report. Roll call vote: Voting aye: Neth, Adams, Sonnichsen, and Schall. Nays: none. Motion carried.

Aflac \$912.11, \$124.32, \$287.81; Ag Land ATV \$230.84; Amy White \$70.20; Arrow Seed \$188.50, \$353.10, \$339.72; Bennett Premium Lighting \$222.40; Bound Tree Medical \$2,353.16; Brandan Kjar \$180.00; Brent Clark \$245.16; Broken Bow Airport Authority \$1,083.33; Broken Bow School \$3,650.00; CDBG NE Dept. of Economic Development \$100.00; Cardmember Services \$138.68; Century Link \$85.49; Chief Law Enforcement Supply \$250.99; City Flex Benefit Plan \$132.29, \$150.00; City of Broken Bow Pension Fund \$552.64, \$1,659.21, \$5,969.98; Colonial Research Chem Corp \$418.67; Computers Plus \$8,645.12; Custer County Hiway Dept. \$28,798.79; Custer County Treasurer \$11,192.15; Dan Anderson \$509.11; Demco \$338.20; Dollar General-Regions 410526 \$4.00; EFTPS Online Payment \$140.16, \$983.89, \$599.32, \$1,900.08, \$6,258.11, \$8,124.32; Eakes Office Products \$174.38; Evans Fee Co. \$58.50; Family Heritage \$31.75, \$56.00; Figgins Construction Com \$11,000.00; Grocery Kart \$224.76; Hometown Leasing \$200.17; Huntrex LLC \$365.00; Ingram Library Services \$653.65; Insurance Aid Services \$2,245.50; Island Supply Welding Co. \$40.26; John Deere Financial \$189.78; Julie Toline \$189.00; League of Municipalities \$180.00; Leroy Wright \$180.00; Mead Lumber \$408.95; Midland Telecom \$2,750.00; NWEA \$100.00; Nebraska Child Support Payment Center \$460.00; OSA/Computers Plus \$149.38, \$41.81, \$297.02; Omaha State Bank \$319.25; Paula Daily \$70.20; Paulsen Inc. \$29,565.04, \$2,536.37, \$12,000.00; Pavement Repair & Supplies \$2,150.00; Presto X Company \$44.80; Pristine Cleaning, LLC \$625.00; Province Plumbing \$647.81; Regional Care \$158.96, \$2,917.84; Register of Deeds \$10.00; Ron Ripp Construction \$223.00; Sargent Pipe Co \$19.02; Schmicks Market \$18.58; Shane Fiorelli \$149.79; Shirts, Signs, Mugs & More \$74.85; State Income Tax WH NE Online Payment \$275.48, \$2,266.77; Steve Scott \$26.07; Taste of Home Books \$30.98; Temple Display LTD \$10,030.74; Titan Machinery-North Platte \$5,344.59; Trotter Fertilizer \$747.36; US Bank Equipment Finance \$303.97; Verizon Wireless \$30.02; Bi-Weekly Payroll \$49,752.24; Total Bills = \$227,526.49.

Moved by Adams, seconded by Sonnichsen, to approve the closure of South D Street between 8th Avenue and 9th Avenue for the 100 Year Bandstand Celebration on October 8th. Roll call vote: Voting aye: Adams, Schall, Neth, and Sonnichsen. Nays: none.

Moved by Schall, seconded by Sonnichsen, to open a public hearing at 12:02 p.m. on Ordinance 1148, Electric Rates. Roll call vote: Voting aye: Sonnichsen, Adams, Neth, and Schall. Nays: none. Doug Staab, Electric Superintendent, explained that the ordinance is for a 5.5% electric rate increase. It has been approved by the Board of Public Works. Increased power purchases and less usage than was

budgeted because of a mild winter has made it necessary to increase rates. Moved by Schall, seconded by Neth, to close the public hearing at 12:06 p.m. Roll call vote: Voting aye: Schall, Adams, Sonnichsen, and Neth. Nays: none.

After discussing the matter, Councilmember Schall introduced Ordinance No. 1148 entitled "AN ORDINANCE OF THE CITY OF BROKEN BOW, NEBRASKA ESTABLISHING ELECTRIC USE FEES, REPEALING THE SECTIONS OF ALL PREVIOUS ORDINANCES IN CONFLICT WITH THIS ORDINANCE, AND PROVIDING FOR PUBLICATION AND EFFECTIVE DATE." and moved that the statutory rule requiring reading on three different days be suspended. Councilmember Adams seconded the motion. The Mayor stated the motion and instructed the Clerk to call the roll. The Clerk called the roll and the following was the vote: Ayes: Schall, Adams, Neth, and Sonnichsen. Nays: None. Motion carried. The motion to suspend the rules was adopted by three-fourths of the Council and the statutory rule was declared suspended for consideration of said Ordinance. Said Ordinance was then read by title and thereafter Councilmember Schall moved for final passage of the Ordinance, which motion was seconded by Councilmember Sonnichsen. The Mayor stated the question, "Shall Ordinance No. 1148 be passed and adopted?" Upon roll call vote, the vote was as follows: Ayes: Sonnichsen, Schall, Adams, and Neth. Nays: None. Motion carried. The passage and adoption of said Ordinance having been concurred in by a majority of all members of the Council, the Mayor declared the Ordinance adopted and the Mayor in the presence of the Council signed and approved the Ordinance and the Clerk attested the passage and approval of the same and affixed her signature thereto.

Moved by Neth, seconded by Schall, to approve Resolution 2016-56. Said resolution deems items as surplus property and sold on general auction. Roll call vote: Voting aye: Neth, Schall, Sonnichsen, and Adams. Nays: none.

Moved by Adams, seconded by Schall, to approve Resolution 2016-57. Said resolution approves payment #19 to JEO Consulting Group Inc. in the amount of \$44,113.75 for work completed through September 9, 2016 on the 2015 Downtown Improvements. Roll call vote: Voting aye: Adams, Schall, Sonnichsen, and Neth. Nays: none. Motion carried.

Moved by Adams, seconded by Schall, to approve Resolution 2016-58. Said resolution approves payment #10 to Myers Construction, Inc. in the amount of \$354,811.45 for work completed through August 31, 2016 on the 2014 downtown Improvements. Roll call vote: Voting aye: Schall, Neth, Sonnichsen, and Adams. Nays: none. Motion carried.

Moved by Adams, seconded by Neth, to approve Resolution 2016-59. Said resolution approves payment #1 to JEO Consulting Group Inc. in the amount of \$6,930.00 for work completed through September 2, 2016 on the Library Design Services/Building Renovation and Addition. Roll call vote: Voting aye: Sonnichsen, Schall, Adams, and Neth. Nays: none. Motion carried.

Moved by Neth, seconded by Sonnichsen, to approve opening a checking account for our new Third Party Administrator to pay claims. Roll call vote: Voting aye: Adams, Neth, Sonnichsen, and Schall. Nays: none. Motion carried.

Moved by Neth, seconded by Sonnichsen, to approve Nancee Coufal, City Treasurer, Stephanie Wright, City Clerk, and Cecil Burt, Mayor as signors on the new insurance checking account. Roll call vote: Sonnichsen, Schall, Adams, and Neth. Nays: none. Motion carried.

Moved by Neth, seconded by Adams, to request proposals from local lending institutions for temporary financing in the amount of \$2.4 million. Roll call vote: Sonnichsen, Schall, Adams, and Neth. Nays: none. Motion carried.


Bids were opened for the roof at the Fire Hall/Police Station. There were two bids received. Springer Roofing of Kearney had a bid of \$40,392.00 and AR Roofing of Hastings had a bid of \$32,947.00.

Moved by Sonnichsen, seconded by Neth, to table the bid acceptance for one of the two bids that were opened until the next meeting so that the bids can be examined further. Roll call vote: Sonnichsen, Schall, Adams, and Neth. Nays: none. Motion carried.

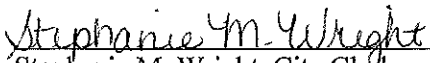
Mayor Burt opened the floor for comments from the Mayor and Councilmembers concerning City Departments. There were no comments.

Mayor Burt opened the public comment section of the meeting for those in attendance. There were no comments.

Moved by Schall, seconded by Sonnichsen, to adjourn the City Council Meeting at 12:23 p.m. Roll call vote: Voting aye: Schall, Neth, Adams, 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>
ATCO								
23358	10/11/2016	10/11/2016	708.00					Posted
	08-3345.00			deicer pellets			708.00	0.00
Aflac								
23316	10/5/2016	10/5/2016	912.11					Posted
	01-1501.00			PRE TAX AFLAC			912.11	0.00
23317	10/5/2016	10/5/2016	124.32					Posted
	01-1501.00			AFLAC POST TAX			124.32	0.00
Arrow Seed								
23355	10/11/2016	10/11/2016	200.00					Posted
	08-3310.00			grass seed			200.00	0.00
Brent Clark								
23332	10/11/2016	10/11/2016	493.36					Posted
	01-3205.00			LONM travel			70.20	0.00
	01-3205.00			ICMA travel			423.16	0.00
							493.36	0.00
Broken Bow Airport Authority								
23374	10/11/2016	10/11/2016	1,083.33					Posted
	01-3409.00			Monthly Payment			1,083.33	0.00
Broken Bow Chamber of Commerce								
23334	10/11/2016	10/11/2016	1,630.00					Posted
	05-3334.00			Ambulance Incentive Payment			1,630.00	0.00
Broken Bow Municipal Utilities								
23371	10/11/2016	10/11/2016	4,441.77					Posted
	01-3213.00			General - Radio/Weather Station Tower			20.95	0.00
	08-3220.00			Street - Shop Utilities/Trash Removal			232.97	0.00
	06-3220.00			Fire - Utilities/Trash Removal			609.42	0.00
	04-3220.00			Police - Utilities/Trash Removal			54.42	0.00
	04-3315.00			Police - Dog Pound Utilities			51.14	0.00
	09-3220.00			Park - Utilities/Trash Removal			1,582.88	0.00
	09-3220.00			Park - Shop Utilities/Trash Removal			99.84	0.00
	07-3220.00			Library - Utilities/Trash Removal			493.79	0.00
	02-3220.00			Pub Bldg - Utilities/Trash Removal			763.11	0.00
	11-3360.00			Tree Dump - Utilities			33.42	0.00
	10-3220.00			Swim Pool - Utilities/Trash Removal			499.83	0.00
							4,441.77	0.00
Card Services								
23372	10/11/2016	10/11/2016	173.09					Posted
	08-3310.00			supplies			103.68	0.00
	09-3339.00			supplies			69.41	0.00
							173.09	0.00
Central Ne Economic Dev District								
23341	10/11/2016	10/11/2016	5,338.50					Posted
	01-3206.00			Annual Dues			5,338.50	0.00
Century Link								
23369	10/11/2016	10/11/2016	614.87					Posted
	04-3221.00			Police - Basic & Long Distance			191.04	0.00
	10-3221.00			Swim Pool - Basic & Credit Card			55.01	0.00
	07-3221.00			Library - Basic & Long Distance			117.41	0.00
	03-3221.00			Handi Bus - Basic & Long Distance			54.08	0.00
	01-3221.00			General -Basic & Long Distance Radio			197.33	0.00
							614.87	0.00
City Flex Benefit Plan								
23318	10/5/2016	10/5/2016	132.29					Posted
	01-1501.00			SELECT FLEX-UNREIMBURSED M/D/V			132.29	0.00
City of Broken Bow Pension Fund								
23309	9/30/2016	9/30/2016	139.36					Ck# 1431 Printed
	01-1502.00			PENSION/401K NEW			139.36	0.00
23315	9/30/2016	9/30/2016	1,712.80					Ck# 1431 Printed
	01-1502.00			Liability - BBHA			1,712.80	0.00

City of Broken Bow

Vendor Name									
Pay#	Post Date	Due Date	Amount	Invoice	Date	PO#	Date	Status	
	Account#		Work Order	Description			Debit	Credit	
City of Broken Bow Pension Fund (continued)									
23319	10/5/2016	10/5/2016	1,659.21					Posted	
	01-1513.00			PENSION/401K LOAN PAYMENT			1,659.21		0.00
23320	10/5/2016	10/5/2016	5,965.92					Posted	
	01-1502.00			PENSION/401K NEW			5,965.92		0.00
Colonial Research Chem Corp									
23363	10/11/2016	10/11/2016	3,400.00					Posted	
	08-3344.00			weed ground sterilant			3,400.00		0.00
Custer County Garden Center									
23336	10/11/2016	10/11/2016	395.61					Posted	
	01-3212.00			plants in the square			149.73		0.00
	09-3339.00			plants in the square			245.88		0.00
							395.61		0.00
Custer County Treasurer									
23373	10/11/2016	10/11/2016	10,387.49					Posted	
	01-3217.00			Communications Interlocal Payment			10,387.49		0.00
Custer Public Power									
23302	9/28/2016	9/28/2016	27.87					Ck# 1421 Printed	
	11-3416.00			cd cell power			27.87		0.00
Cypress Benefit Administrators									
23313	9/28/2016	9/28/2016	7,943.78					Ck# 1429 Printed	
	01-1501.00			Health Insurance BBHA			4,145.50		0.00
	01-3104.00			Health Insurance Initial Premium			270.40		0.00
	08-3104.00			Health Insurance Initial Premium			914.40		0.00
	06-3104.00			Health Insurance Initial Premium			153.02		0.00
	04-3104.00			Health Insurance Initial Premium			1,105.80		0.00
	05-3104.00			Health Insurance Initial Premium			153.01		0.00
	09-3104.00			Health Insurance Initial Premium			589.59		0.00
	07-3104.00			Health Insurance Initial Premium			306.03		0.00
	03-3104.00			Health Insurance Initial Premium			306.03		0.00
							7,943.78		0.00
EFTPS Online Payment									
23310	9/30/2016	9/30/2016	51.50					Ck# 1427 Printed	
	01-1500.00			MEDICARE			51.50		0.00
23311	9/30/2016	9/30/2016	220.20					Ck# 1427 Printed	
	01-1500.00			SOCIAL SECURITY			220.20		0.00
23325	10/5/2016	10/5/2016	1,898.78					Ck# 2 Printed	
	01-1500.00			MEDICARE			1,898.78		0.00
23326	10/5/2016	10/5/2016	6,291.06					Ck# 2 Printed	
	01-1500.00			FEDERAL MARRIED			4,070.68		0.00
	01-1500.00			FEDERAL SINGLE			2,220.38		0.00
							6,291.06		0.00
23327	10/5/2016	10/5/2016	8,118.58					Ck# 2 Printed	
	01-1500.00			SOCIAL SECURITY			8,118.58		0.00
Eakes Office Products									
23348	10/11/2016	10/11/2016	64.98					Posted	
	01-3223.00			office supplies			64.98		0.00
Evans Feed Co.									
23338	10/11/2016	10/11/2016	97.50					Posted	
	09-3430.00			fish food			97.50		0.00
Family Heritage									
23321	10/5/2016	10/5/2016	56.00					Posted	
	01-1501.00			FAMILY HERITAGE			56.00		0.00
Fixed Right Auto Body									
23330	9/30/2016	9/30/2016	2,750.51					Ck# 1432 Printed	
	08-3310.00			2014 Chevy repairs			2,750.51		0.00
Great Plains Communications									
23359	10/11/2016	10/11/2016	70.95					Posted	
	08-3221.00			Internet			35.48		0.00
	09-3221.00			Internet			35.47		0.00
							70.95		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
Holmes Plumbing & Heating (continued)								
23365	10/11/2016	10/11/2016	1,071.55					Posted
	12-4200.00			NIFA Houses pipe and supplies			1,071.55	0.00
Instant Rain Lawn Irrigation								
23364	10/11/2016	10/11/2016	2,298.71					Posted
	12-4200.00			ballfield irrigation supplies and equipment			1,612.47	0.00
	12-4200.05			square irrigation supplies and equipment			686.24	0.00
							2,298.71	0.00
John Deere Financial								
23331	10/5/2016	10/5/2016	4,049.94					Ck# 6 Printed
	09-3410.00			Lease payment for 3038 JD tractor			4,049.94	0.00
Kirkpatrick Cleaning Solutions								
23351	10/11/2016	10/11/2016	77.97					Posted
	02-3223.01			trashbags and paper towels			77.97	0.00
Lawson Products								
23354	10/11/2016	10/11/2016	209.26					Posted
	08-3310.00			towelettes			24.20	0.00
	09-3352.00			drill bit set			185.06	0.00
							209.26	0.00
Leroy Rice								
23329	10/4/2016	10/4/2016	180.00					Ck# 5 Printed
	09-2426.10			rv park refund (replace voided check)			176.54	0.00
	09-2426.20			rv park refund (replace voided check)			12.36	0.00
	09-2426.30			rv park refund (replace voided check)			0.00	8.90
							188.90	8.90
Master Cleaners								
23342	10/11/2016	10/11/2016	89.26					Posted
	05-3332.00			laundry			13.51	0.00
	02-3223.01			rug cleaning			75.75	0.00
							89.26	0.00
Mid American Research Chemical								
23339	10/11/2016	10/11/2016	6,752.68					Posted
	08-3344.00			weed killer			4,775.00	0.00
	08-3311.00			floor sealer, solvent, cleaning products			1,977.68	0.00
							6,752.68	0.00
NMC Exchange LLC								
23360	10/11/2016	10/11/2016	885.50					Posted
	08-3310.00			service work 938K loader			885.50	0.00
Nebraska Child Support Payment Center								
23324	10/5/2016	10/5/2016	460.00					Ck# 3 Printed
	01-1503.00			CHILD SUPPORT-NE			460.00	0.00
Nebraska Library Association								
23352	10/11/2016	10/11/2016	400.00					Posted
	07-3313.00			NLA/NSLA Conference			400.00	0.00
Nebraska Mun Clerks Association								
23350	10/11/2016	10/11/2016	25.00					Posted
	01-3206.00			dues			25.00	0.00
Northern Safety Co., Inc.								
23361	10/11/2016	10/11/2016	1,016.85					Posted
	08-3410.01			safety supplies			1,016.85	0.00
Omaha State Bank								
23323	10/5/2016	10/5/2016	319.25					Posted
	01-1501.00			HSA			319.25	0.00
Pavement Repair & Supplies								
23362	10/11/2016	10/11/2016	2,150.00					Posted
	08-3345.00			perma patch			2,150.00	0.00
Physio Control Inc.								
23333	10/11/2016	10/11/2016	10,854.20					Posted
	05-3410.00			Lucas Device			10,854.20	0.00

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>Work Order</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>
Prachts Ace Hardware (continued)										
23344	10/11/2016	10/11/2016			412.13					Posted
	08-3310.00					supplies and hardware			110.79	0.00
	09-3223.00					supplies and hardware			301.34	0.00
									412.13	0.00
Pristine Cleaning, LLC										
23349	10/11/2016	10/11/2016			675.00					Posted
	02-3419.01					Cleaning Service			375.00	0.00
	07-3419.01					Cleaning Service			300.00	0.00
									675.00	0.00
Pro Printing										
23346	10/11/2016	10/11/2016			219.39					Posted
	01-3212.00					visitor maps			219.39	0.00
Randy Schmidt										
23353	10/11/2016	10/11/2016			200.00					Posted
	09-3410.01					boot allowances			200.00	0.00
Regional Care										
23322	10/5/2016	10/5/2016			2,917.84					Posted
	01-1501.00					HEALTH INSURANCE			2,917.84	0.00
Register of Deeds										
23314	9/28/2016	9/28/2016			12.00					Ck# 1430 Printed
	01-3223.20					Bristol and Linder Encroachments			12.00	0.00
S&L Sanitary Service										
23337	10/11/2016	10/11/2016			49.30					Posted
	09-3219.00					trash			49.30	0.00
Sandra Manning										
23366	10/11/2016	10/11/2016			5.00					Posted
	04-3312.00					sewing badge and patch on coat for 406 (tr			5.00	0.00
Schmicks Market										
23335	10/11/2016	10/11/2016			18.29					Posted
	01-3223.00					supplies			0.09	0.00
	05-3223.01					supplies			18.20	0.00
									18.29	0.00
Shirts, Signs, Mugs & More										
23340	10/11/2016	10/11/2016			16.50					Posted
	09-3339.00					plaques for park benches			16.50	0.00
SourceGas										
23347	10/11/2016	10/11/2016			217.69					Posted
	02-3220.00					Municipal Building Utilities			95.18	0.00
	08-3220.00					Street Utilities			19.88	0.00
	06-3220.00					Fire Utilities			36.23	0.00
	04-3220.00					Police Utilities			15.52	0.00
	09-3220.00					Park Utilities			19.87	0.00
	07-3220.00					Library Utilities			31.01	0.00
									217.69	0.00
State Income Tax WH NE Online Payment										
23312	9/30/2016	9/30/2016			6.74					Ck# 1428 Printed
	01-1500.00					STATE MARRIED			6.74	0.00
23328	10/5/2016	10/5/2016			2,275.79					Ck# 4 Printed
	01-1500.00					STATE MARRIED			1,550.71	0.00
	01-1500.00					STATE SINGLE			725.08	0.00
									2,275.79	0.00
Steve Scott										
23367	10/11/2016	10/11/2016			7.62					Posted
	04-3223.00					postage for certified letter			7.62	0.00
Temple Display LTD										
23345	10/11/2016	10/11/2016			10,030.74					Posted
	01-3212.00					1/2 Christmas lights			10,030.74	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>
Titan Machinery-North Platte (continued)								
23343	10/11/2016	10/11/2016	10,003.00					Posted
	08-3310.00			skid steer upgrade			7,938.00	0.00
	09-3410.00			skid steer lease			2,065.00	0.00
							10,003.00	0.00
US Bank Equipment Finance								
23370	10/11/2016	10/11/2016	303.97					Posted
	01-3216.00			Copier Lease			303.97	0.00
Universal Insurance								
23303	10/1/2016	10/1/2016	114,276.30					Ck# 1 Printed
	01-3207.00			Insurance Premium			114,276.30	0.00
V-Bar Sales & Service								
23356	10/11/2016	10/11/2016	5.80					Posted
	08-3310.00			flat iron			5.80	0.00
Verizon Wireless								
23368	10/11/2016	10/11/2016	318.16					Posted
	08-3221.00			Street-Cell Phone			43.36	0.00
	05-3221.00			Rescue-Cell Phone			40.01	0.00
	03-3221.00			Handi-Bus-Cell Phone			39.67	0.00
	11-3221.00			Tree Dump-Cell Phone			31.29	0.00
	11-3221.10			CD Cell-Cell Phone			31.29	0.00
	04-3221.00			Police Internet for lpad			132.54	0.00
							318.16	0.00
Wenquist Inc.								
23357	10/11/2016	10/11/2016	93.83					Posted
	08-3310.00			screws, shop towels, floor-dri, solvent			93.83	0.00

240,009.00 68 Non-voided payables listed.

Report Setup

AP - Accounts Payable Listing : Vendor Name

Filter Options

Starting: 9/28/2016

Ending: 10/11/2016

Banks: All

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

All Vendors Selected

Bi-weekly Payroll \$49,884.23

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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>
General				
Aflac		PRE TAX AFLAC	Health/Life/Acc Insuranc	\$912.11
Aflac		AFLAC POST TAX	Health/Life/Acc Insuranc	\$124.32
Brent Clark		LONM and ICMA conference travel expense	Travel & Meeting Expen	\$423.16
Brent Clark		LONM and ICMA conference travel expense	Travel & Meeting Expen	\$70.20
Broken Bow Airport Authority		monthly interlocal payment	Airport Monthly Payment	\$1,083.33
Broken Bow Municipal Utilities		Utilities	Weather Station Expens	\$20.95
Central Ne Economic Dev District		Annual Dues	Association Dues	\$5,338.50
Century Link		telephone	Telephone/Internet	\$197.33
City Flex Benefit Plan		SELECT FLEX-UNREIMBURSED M/D/V	Health/Life/Acc Insuranc	\$132.29
City of Broken Bow Pension Fund		PENSION/401K NEW	Pension	\$139.36
City of Broken Bow Pension Fund		BBHA Pension	Pension	\$1,712.80
City of Broken Bow Pension Fund		PENSION/401K NEW	Pension	\$5,965.92
City of Broken Bow Pension Fund		PENSION/401K LOAN PAYMENT	Loan Payment	\$1,659.21
Custer County Garden Center		plants in the square	City Promotions	\$149.73
Custer County Treasurer		Communications Interlocal	Radio Communications	\$10,387.49
Cypress Benefit Administrators		Health Insurance Initial Premium	Health/Life/Acc Insuranc	\$4,145.50
Cypress Benefit Administrators		Health Insurance Initial Premium	Health Insurance	\$270.40
EFTPS Online Payment		MEDICARE	Payroll Taxes	\$51.50
EFTPS Online Payment		FEDERAL	Payroll Taxes	\$2,220.38
EFTPS Online Payment		FICA	Payroll Taxes	\$220.20
EFTPS Online Payment		FICA	Payroll Taxes	\$8,118.58
EFTPS Online Payment		MEDICARE	Payroll Taxes	\$1,898.78
EFTPS Online Payment		FEDERAL	Payroll Taxes	\$4,070.68
Eakes Office Products		office supplies	Supplies & Postage	\$64.98
Family Heritage		FAMILY HERITAGE	Health/Life/Acc Insuranc	\$56.00
Nebraska Child Support Payment Center		CHILD SUPPORT-NE	Child Support	\$460.00
Nebraska Mun Clerks Association		dues	Association Dues	\$25.00
Omaha State Bank		HSA	Health/Life/Acc Insuranc	\$319.25
Pro Printing		visitor maps	City Promotions	\$219.39
Regional Care		HEALTH INS	Health/Life/Acc Insuranc	\$2,917.84
Register of Deeds		Bristol and Linder Encroachments	Filing Fees	\$12.00
Schmicks Market		supplies	Supplies & Postage	\$0.09
State Income Tax WH NE Online Paymei		STATE	Payroll Taxes	\$1,550.71
State Income Tax WH NE Online Paymei		STATE	Payroll Taxes	\$725.08
State Income Tax WH NE Online Paymei		STATE	Payroll Taxes	\$6.74
Temple Display LTD		1/2 Christmas lights	City Promotions	\$10,030.74
US Bank Equipment Finance		copier leases	Copier Maint/Expense	\$303.97
Universal Insurance		Insurance Premium	Bonds & Insurance	\$114,276.30
			Total General	\$180,280.81
Municipal Building				
Broken Bow Municipal Utilities		Utilities	Utilities	\$763.11
Kirkpatrick Cleaning Solutions		trashbags and paper towels	Building Cleaning Suppli	\$77.97
Master Cleaners		cleaning and laundry	Building Cleaning Suppli	\$75.75
Pristine Cleaning, LLC		cleaning service	Contracted Services	\$375.00
SourceGas		utilities	Utilities	\$95.18
			Total Municipal Building	\$1,387.01
Handi Bus				
Century Link		telephone	Telephone/Internet	\$54.08
Cypress Benefit Administrators		Health Insurance Initial Premium	Health Insurance	\$306.03
Verizon Wireless		telephone	Telephone/Internet	\$39.67
			Total Handi Bus	\$399.78
Police				
Broken Bow Municipal Utilities		Utilities	Utilities	\$54.42
Broken Bow Municipal Utilities		Utilities	Dog Care	\$51.14
Century Link		telephone	Telephone/Internet	\$191.04
Cypress Benefit Administrators		Health Insurance Initial Premium	Health Insurance	\$1,105.80
Sandra Manning		sewing badge and patch on coat for 406 (tu	Uniforms	\$5.00
SourceGas		utilities	Utilities	\$15.52
Steve Scott		postage for certified letter	Supplies & Postage	\$7.62
Verizon Wireless		telephone	Telephone/Internet	\$132.54
			Total Police	\$1,563.08
Rescue Unit				

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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>
Rescue Unit				
Broken Bow Chamber of Commerce		Ambulance Incentive Payment	Ambulance Driver Incent	\$1,630.00
Cypress Benefit Administrators		Health Insurance Initial Premium	Health Insurance	\$153.01
Master Cleaners		cleaning and laundry	Laundry	\$13.51
Physio Control Inc.		Lucas Device	Equipment Purchases	\$10,854.20
Schmicks Market		supplies	Building Cleaning Suppli	\$18.20
Verizon Wireless		telephone	Telephone/Internet	\$40.01
			Total Rescue Unit	\$12,708.93
Fire				
Broken Bow Municipal Utilities		Utilities	Utilities	\$609.42
Cypress Benefit Administrators		Health Insurance Initial Premium	Health Insurance	\$153.02
SourceGas		utilities	Utilities	\$36.23
			Total Fire	\$798.67
Library				
Broken Bow Municipal Utilities		Utilities	Utilities	\$493.79
Century Link		telephone	Telephone/Internet	\$117.41
Cypress Benefit Administrators		Health Insurance Initial Premium	Health Insurance	\$306.03
Nebraska Library Association		NLA/NSLA Conference	Training	\$400.00
Pristine Cleaning, LLC		cleaning service	Contracted Services	\$300.00
SourceGas		utilities	Utilities	\$31.01
			Total Library	\$1,648.24
Street				
ATCO		deicer pellets	Road Materials	\$708.00
Arrow Seed		grass seed	Maint/Repair Equipment	\$200.00
Broken Bow Municipal Utilities		Utilities	Utilities	\$232.97
Card Services		supplies	Maint/Repair Equipment	\$103.68
Colonial Research Chem Corp		weed ground sterilant	Chemicals	\$3,400.00
Cypress Benefit Administrators		Health Insurance Initial Premium	Health Insurance	\$914.40
Fixed Right Auto Body		2014 Chevy repairs	Maint/Repair Equipment	\$2,750.51
Great Plains Communications		internet	Telephone/Internet	\$35.48
Lawson Products		towelettes and drill bit set	Maint/Repair Equipment	\$24.20
Mid American Research Chemical		weed killer, floor sealer, solvent, cleaning pr	Maintenance & Repair B	\$1,977.68
Mid American Research Chemical		weed killer, floor sealer, solvent, cleaning pr	Chemicals	\$4,775.00
NMC Exchange LLC		service work 938K loader	Maint/Repair Equipment	\$885.50
Northern Safety Co., Inc.		safety supplies	Safety Equipment	\$1,016.85
Pavement Repair & Supplies		perma patch	Road Materials	\$2,150.00
Prachts Ace Hardware		supplies and hardware	Maint/Repair Equipment	\$110.79
SourceGas		utilities	Utilities	\$19.88
Titan Machinery-North Platte		skid steer upgrade and lease	Maint/Repair Equipment	\$7,938.00
V-Bar Sales & Service		flat iron	Maint/Repair Equipment	\$5.80
Verizon Wireless		telephone	Telephone/Internet	\$43.36
Wenquist Inc.		screws, shop towels, floor-dri, solvent	Maint/Repair Equipment	\$93.83
			Total Street	\$27,385.93
Park				
Broken Bow Municipal Utilities		Utilities	Utilities	\$1,582.88
Broken Bow Municipal Utilities		Utilities	Utilities	\$99.84
Card Services		supplies	Maintenance/Repair Gro	\$69.41
Custer County Garden Center		plants in the square	Maintenance/Repair Gro	\$245.88
Cypress Benefit Administrators		Health Insurance Initial Premium	Health Insurance	\$589.59
Evans Feed Co.		fish food	Melham Lake	\$97.50
Great Plains Communications		internet	Telephone/Internet	\$35.47
John Deere Financial		Lease payment for 3038 JD tractor	Equipment Purchases	\$4,049.94
Lawson Products		towelettes and drill bit set	Tools/Shop Equipment	\$185.06
Leroy Rice		rv park refund (replace voided check-name	RV Park Rental Fees	\$176.54
Leroy Rice		rv park refund (replace voided check-name	RV Park Rental Sales T	\$12.36
Leroy Rice		rv park refund (replace voided check-name	RV Park Lodging Tax	(\$8.90)
Prachts Ace Hardware		supplies and hardware	Supplies & Postage	\$301.34
Randy Schmidt		boot allowances	Safety Equipment	\$200.00
S&L Sanitary Service		trash	Trash Removal	\$49.30
Shirts, Signs, Mugs & More		plaques for park benches	Maintenance/Repair Gro	\$16.50
SourceGas		utilities	Utilities	\$19.87
Titan Machinery-North Platte		skid steer upgrade and lease	Equipment Purchases	\$2,065.00
			Total Park	\$9,787.58
Swimming Pool				
Broken Bow Municipal Utilities		Utilities	Utilities	\$499.83
Century Link		telephone	Telephone/Internet	\$55.01

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>
Swimming Pool			Total Swimming Pool	\$554.84
Sanitation				
Broken Bow Municipal Utilities	Utilities		Sanitation Contract	\$33.42
Custer Public Power	cd cell power		Land & Buildings	\$27.87
Verizon Wireless	telephone		Telephone/Internet	\$31.29
Verizon Wireless	telephone		Telephone - CD Cell	\$31.29
			Total Sanitation	\$123.87
ST Infra/Capital				
Holmes Plumbing & Heating	NIFA Houses pipe and supplies		Sales Tax Infra Projects	\$1,071.55
Instant Rain Lawn Irrigation	park and ballfield irrigation supplies and eq		Sales Tax Infra Projects	\$1,612.47
Instant Rain Lawn Irrigation	park and ballfield irrigation supplies and eq		Downtown Improvement	\$686.24
			Total ST Infra/Capital	\$3,370.26
				\$240,009.00

Report Selection: Check Approval List - GL Account
 Date Range Selection: Invoice Due Date
 Starting Date: 9/28/2016
 Ending Date: 10/11/2016

Bi-weekly payroll

\$49,884.23



Date: 10-6-16

PUBLIC AGENDA REQUEST FORM

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

Date to speak:

Name:

Audrey Clark

Address:

547 No. H.
Broken Bow, NE ZIP 68822

Phone Number:

872-5272

E-mail address:

NONE

Brief description of topic to be discussed:

Would like to have the
7:00 A.M. whistle re-activated.

Signature: Audrey Clark

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) 872-6885

E-mail address: clerk@cityofbrokenbow.org

OPINION OF COST

PROJECT | South B Street Improvements - 10th Avenue to 12th Avenue

JEO PROJECT NO. | 141001

LOCATION | Broken Bow, Nebraska



DESCRIPTION | Reconstruction of South B Street with Storm Sewer & Sidewalk

GROUP A - South B Improvements - Paving, Storm Sewer, Sanitary Sewer & Removals					
Item	Qty.	Unit	Description	Unit Price	Total
1	2,400	SY	Remove Pavement	\$7.00	\$16,800.00
2	2,100	SY	Remove Brick Pavers	\$18.00	\$37,800.00
3	1,200	SY	Remove Walk	\$6.50	\$7,800.00
4	11	EA	Remove Grate Inlet	\$430.00	\$4,730.00
5	3	EA	Remove Storm Sewer Manhole	\$700.00	\$2,100.00
6	250	LF	Remove Storm Sewer Pipe	\$24.50	\$6,125.00
7	1,900	SY	Build 9" Concrete Pavement	\$48.00	\$91,200.00
8	1,750	SY	Build 8" Concrete Pavement	\$46.00	\$80,500.00
9	800	SY	Build 5" Concrete Sidewalk	\$45.00	\$36,000.00
10	3,650	SY	Subgrade Preparation	\$3.15	\$11,497.50
11	500	CY	Embankment (Established Qty)	\$14.00	\$7,000.00
12	100	SF	Build Curb Ramp	\$80.00	\$8,000.00
13	150	LF	Build 24" RCP Storm Sewer	\$70.00	\$10,500.00
14	150	LF	Build 18" RCP Storm Sewer	\$63.00	\$9,450.00
15	6	EA	Build Grate Inlet	\$5,500.00	\$33,000.00
16	4	EA	Build Storm Sewer Manhole	\$5,800.00	\$23,200.00
17	5	EA	Cores for Signs	\$134.00	\$670.00
18	2	EA	Connect to Existing Sewer Main	\$800.00	\$1,600.00
TOTAL GROUP A					\$387,972.50
CONTINGENCIES (10%)					\$38,797.25
ENGINEERING					\$52,390.00
TOTAL PROJECT COSTS					\$479,159.75

OPINION OF COST

PROJECT | South B Street Improvements - 10th Avenue to 12th Avenue

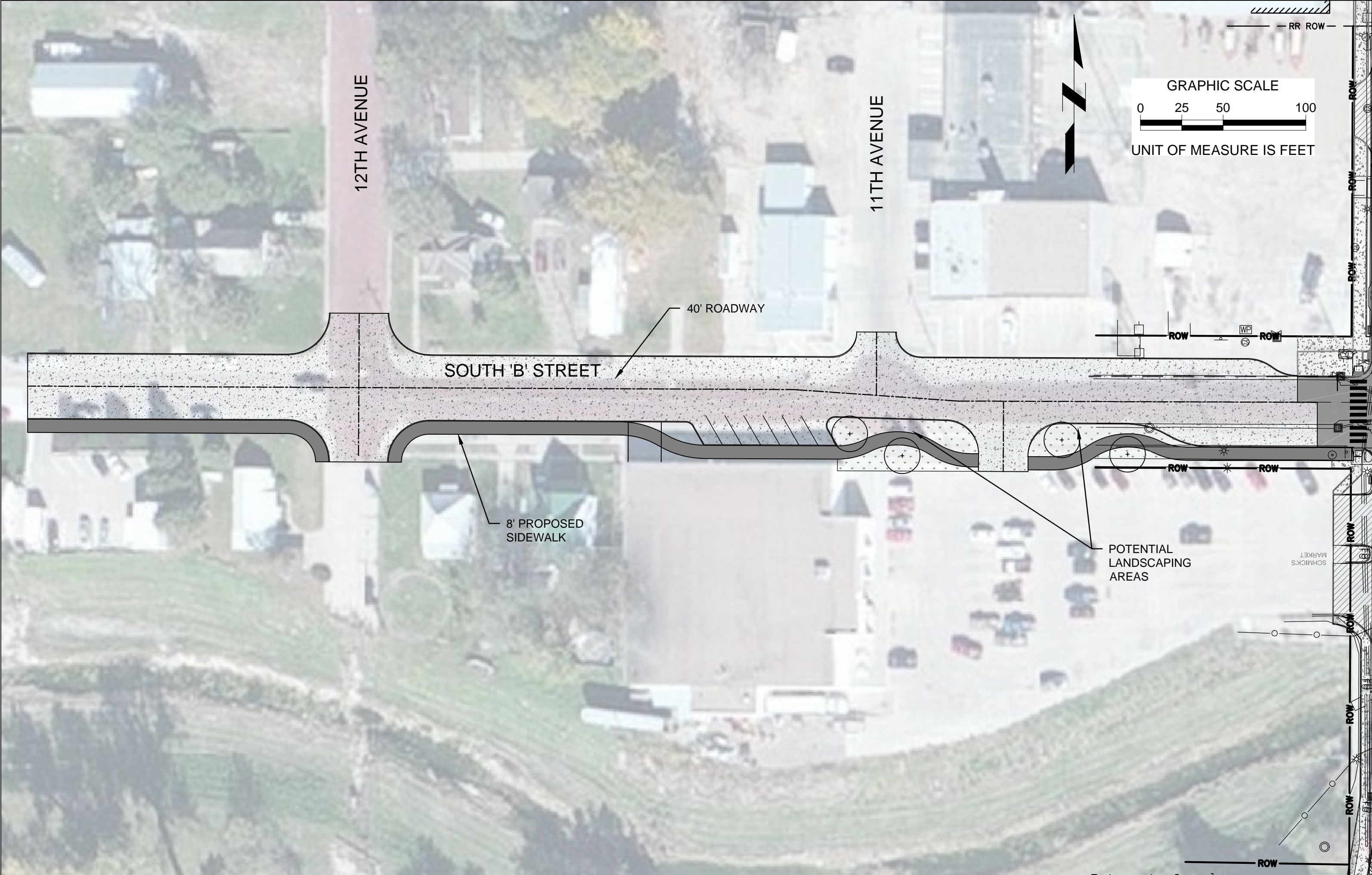
JEO PROJECT NO. | 141001

LOCATION | Broken Bow, Nebraska

DESCRIPTION | Reconstruction of South B Street driving lanes and brick pavers



GROUP A - South B Improvements - Paving, Storm Sewer, Sanitary Sewer & Removals					
Item	Qty.	Unit	Description	Unit Price	Total
1	1,700	SY	Remove Pavement	\$7.00	\$11,900.00
2	2,100	SY	Remove Brick Pavers	\$18.00	\$37,800.00
3	1,400	LF	Saw Brick Paver edge	\$4.00	\$5,600.00
4	300	SY	Remove Walk	\$6.50	\$1,950.00
5	2	EA	Remove Grate Inlet	\$430.00	\$860.00
6	1	EA	Remove Storm Sewer Manhole	\$700.00	\$700.00
7	150	LF	Remove Storm Sewer Pipe	\$24.50	\$3,675.00
8	2,100	SY	Build 9" Concrete Pavement	\$48.00	\$100,800.00
9	1,700	SY	Build 8" Concrete Pavement	\$46.00	\$78,200.00
10	300	SY	Build 5" Concrete Sidewalk	\$45.00	\$13,500.00
11	2,800	SY	Subgrade Preparation	\$3.15	\$8,820.00
12	1,400	LF	Drill Tie Bars	\$3.00	\$4,200.00
13	400	CY	Embankment (Established Qty)	\$14.00	\$5,600.00
14	60	SF	Build Curb Ramp	\$80.00	\$4,800.00
15	150	LF	Build 24" RCP Storm Sewer	\$70.00	\$10,500.00
16	2	EA	Build Grate Inlet	\$5,500.00	\$11,000.00
17	1	EA	Build Storm Sewer Manhole	\$5,800.00	\$5,800.00
18	5	EA	Cores for Signs	\$134.00	\$670.00
19	2	EA	Connect to Existing Sewer Main	\$800.00	\$1,600.00
TOTAL GROUP A					\$307,975.00
CONTINGENCIES (10%)					\$30,797.50
ENGINEERING					\$40,000.00
TOTAL PROJECT COSTS					\$378,772.50





Fire Station & Police Station Roof Replacement Bid List

Roof Size – 90' x 60'
Approximate Size – 5,400 Square Feet

Include Following Materials:	<u>Unit Price</u>	<u>Amount</u>
Option 1: Rock Ballast Roof	\$_____	\$n/a_____
Option 2: Membrane Roof	\$6.10_____	\$32,947.00_____ 60 mil EPDM fully adhered.
Option 3: Other Type of Roofing	\$6.10_____	\$32,947.00_____ 60 mil TPO RhinoBond
Installation Charge		\$included_____
Freight Charge		\$included_____

The City of Broken Bow will remove any rock ballast on Fire Station Roof in order to keep cost of labor or installation lower.

All completed bid packets are due by 11:59 a.m. on July 12th, 2016

If you have additional questions on the proposed items above or would like to schedule a time for inspection, please contact
Andy Holland at (308) 870-3420.

Bid submitted by AR Roofing Hastings, NE 68901. Brian Palser (402)469-0310

BROKEN BOW

N E B R A S K A

Rooted. But Not Standing Still.

**Fire Station & Police Station Roof
Replacement Bid List**

Roof Size – 90' x 60'

Approximate Size – 5,400 Square Feet

Include Following Materials:**Unit Price****Amount**

Option 1: Membrane Roof

\$ 659⁰⁰/sq ft\$ 44,810⁰⁰ TOTAL

Installation Charge

\$ _____

Freight Charge

\$ _____

Grand Total Option 1

\$ _____

Option 2: T.P.O. Roof

\$ 594⁰⁰/sq ft\$ 40,392⁰⁰ TOTAL

Installation Charge

\$ _____

Freight Charge

\$ _____

Grand Total Option 2

\$ _____

PRICES DO NOT INCLUDE COST of Bond, Permits or SALES TAX
OR LABOR FOR ROCK REMOVAL

The City of Broken Bow will remove any rock ballast on Fire Station Roof in order to
keep the cost of labor or installation lower.

ADD \$1,620⁰⁰ to PRICE FOR OUR CREW to REMOVE ROCK
All completed bid packets are due by 11:59 a.m. on September 27th, 2016.

**** PLEASE SEE ATTACHMENTS **** FOR DETAILS

If you have additional questions on the proposed items above or would like to schedule
a time for inspection, please contact

Brent Clark, City Administrator at (308) 870-2150.

SPRINGER ROOFING INC

3720 COTTONMILL AVE

KEARNEY, NE 68845

308-237-4498

WWW.SPRINGERROOFING.COM

Springer Roofing Inc.

3720 Cottonmill Ave
Kearney, NE 68847

Phone 308-237-4498

Fax 308-237-5274

Estimate-Proposal

Date	Estimate #
9/27/2016	1202

Proposal Submitted To:

CITY OF BROKEN BOW
BRENT CLARK
BROKEN BOW, NE 68822

Phone 308-870-2150

Cell

Contact

Project/Job Name

Specifications and Estimate for:**Proposed Total****RECOMMENDED ROOF SYSTEM TO INSTALL**

GAF 25YR RHINO-BOND TPO ROOF SYSTEM
GAF RHINO-BOND ATTACHED 60MIL TPO SYSTEM

40,392.00

TEAR OFF:

- REMOVE ROOFING EXISTING ROOFING DOWN & HAUL AWAY.

ROOFING:

- INSTALL LAYER OF 1/2" FIBERBOARD INSULATION OVER ENTIRE DECK.
- RHINO BOND 1 LAYER OF 60MIL, ENERGY STAR RATED TPO OVER ENTIRE ROOF TO SYSTEM SPECS.
- HEAT WELD ALL SEAMS WITH ROBOTIC WELDER USING THE RHINO-BOND SYSTEM.

FLASHING:

- FLASH ALL CURBS, WALLS, PIPES & OPENINGS WITH 60MIL TPO.
- INSTALL TERMINATION BAR ON WALLS AS NECESSARY.

TWENTY-FIVE (25)YR ROOF SYSTEM GUARANTEE.

*****OPTIONAL WARRANTY FROM MFR*****

GAF DIAMOND PLEDGE 25YR NDL (NO DOLLAR LIMIT) EDGE TO EDGE WARRANTY

ROOF WILL BE INSPECTED BY A GAF REPRESENTATIVE. AFTER APPROVAL, A
FORMAL 25YR NDL SYSTEM & LABOR WARRANTY WILL BE ISSUED FROM THE
SYSTEM'S MANUFACTURER.....ADD.....\$1,495.00

***** MEMBRANE ROOF OPTION *****

MEMBRANE ROOF WOULD BE A JOHNS MANVILLE 60 MIL EPDM ROOF--ADHERED--20 YR SYSTEM
COST OF EPDM ROOF.....\$44,810.00

DOES NOT INCLUDE COST OF BOND, PERMIT OF SALES TAX IF REQUIRED.

....DOES NOT INCLUDE LABOR FOR THE ROCK REMOVAL ON THE BALLASTED SECTION-----ADD----\$1,620.00
IF OUR CREW REMOVES ROCK.

** ANY WET INSULATION FOUND WILL BE REPLACED AT AN ADDITIONAL \$1.30 CENTS PER SQ/FT
PER 1" LAYER OF INSULATION.

We Propose to hereby furnish material and labor--complete in accordance with the above
specifications, for the sum of:

Proposed Total

\$40,392.00

All material is guaranteed to be as specified. All Work to be completed in a workmanlike manner according to standard practices. All alteration or deviation from the above specifications involving extra cost will be executed only upon written or agreed upon verbal orders, and will become an extra charge over and above the estimates. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Due to pricing volatility, all vendor price increases will be passed through at the time we receive them.

Authorized

Signature: _____

Note: This proposal may be withdrawn by us if not accepted
within _____ days.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are
hereby accepted. You are authorized to do the work as specified.

Signature: _____

Date Accepted: _____



April 7, 2016

Springer Roofing Inc
3720 Cottonmill Ave
Kearney, NE 68845
(308) 237-4498

Dear Property Owner:

GAF is proud to recognize Springer Roofing Inc as a GAF Master Select™ Roofing Contractor (our highest certification level). To achieve this status, a contractor must consistently demonstrate the capability and resources necessary to perform the highest quality work to help protect your valuable investment. In all, less than 1% of the contractors in the U.S. have qualified for the prestigious Master Select™ distinction. As a result of their status, Springer Roofing Inc is also qualified to offer you several exclusive manufacturer's programs only available to Master Select Contractors.

Our Master Select™ contractors are the backbone of our certified contractor program, and we're privileged to have Springer Roofing Inc as part of this very select group. We know that they would be honored if you were to choose them to perform your roofing work.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark B. Tefar".

President and Chief Executive Officer
GAF



[Return to Agenda](#)



Application for Appointment

The purpose of this form is to obtain general information for use in the nomination and confirmation process for appointments by the Mayor and to assist the Mayor in making inquiries concerning the qualifications of applicants for appointment. If you have recently prepared a biography or resume, please attach it to this form.

Please complete this form and return it to: City Clerk, PO Box 504, Broken Bow, NE 68822. Fax (308) 872-6885

Name: Sandy Bates

Home Address: 828 South 8th

Home Telephone: 870-2867

Email Address (Optional): slynnbates84@gmail.com

Employer: X-Change 2

Business Telephone: 872-6257

Are you a qualified elector of Broken Bow? yes

Why do you want to serve on this board?

To help maintain & create family friendly parks in Broken Bow.

Do you have any conflict of interests in serving on this board? (if yes, please explain)

___ Yes X No

Please mark the Boards and Commissions you are interested in serving on:

___ City Council X Park Board ___ Planning Commission

___ Library Board ___ Board of Adjustment ___ Housing Authority

___ Board of Public Works ___ Community Redevelopment Association (CRA)

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 Steven and Carmen Finney

Property Address 1215 South 7th Ave Legal Description The E1/2 of Block 5, Reyner's

Add to Broken Bow, Custer County, NE Except 1/2 of adjacent alley and with 20' of vacated M Street

What is the intended use for the property after the lot split is granted? Storage unit

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 Gormley, Nebraska Land Surveying, LLC

September 15, 2016

308-872-6009

Applicant

Date

Phone

For Office Use Only

Application Approved ____ Not Approved ____

Accepted by Stephanie M. Wright Date 9-21-16

Payment received: mo. 9 day. 21 yr. 16

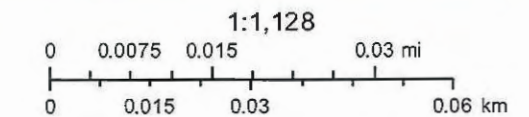
Cash ____ Check 1494
\$50 -

Finney Lot Split



September 23, 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

Custer County
GIS Workshop, LLC.

ADMINISTRATIVE LOT SPLIT

BEING PART OF THE EAST HALF OF BLOCK FIVE (5), REYNERS ADDITION TO BROKEN BOW, CUSTER COUNTY, NEBRASKA AND PART OF VACATED SOUTH "M" STREET.

LEGAL DESCRIPTION OF RECORD FOR THE OVERALL TRACT

The East one-half (E1/2) of Block Five (5), Reyners Addition to Broken Bow, Custer County, Nebraska, exclusive of one-half of existing alley adjacent; and including the South Twenty (20) feet of the South Forty (40) feet of vacated M Street.

LEGAL DESCRIPTION FOR THE NORTH TRACT

The East one-half (E1/2) of Block Five (5), Reyners Addition to Broken Bow, Custer County, Nebraska, exclusive of one-half of existing alley adjacent; and including the South Twenty (20) feet of the South Forty (40) feet of vacated M Street.

EXCEPT the South 110.00 feet thereof.

AND TOGETHER WITH rights of ingress and egress over and across part of the East half of said Block 5 more particularly described as follows: Beginning at the Northeast corner of the South 110.00 feet of the East half of said Block 5; thence South, on the East line of said Block 5, a distance of 26.0 feet; thence Northwesterly a distance of 83.77 feet to a point on the North line of the South 110.00 feet of the East half of said Block 5; thence East, on the North line of the South 110.00 feet of the East half of said Block 5, a distance of 80.0 feet to the place of beginning.

LEGAL DESCRIPTION FOR THE SOUTH TRACT

The South 110.00 feet of the following described tract of land:

The East one-half (E1/2) of Block Five (5), Reyners Addition to Broken Bow, Custer County, Nebraska, exclusive of one-half of existing alley adjacent; and including the South Twenty (20) feet of the South Forty (40) feet of vacated M Street.

TOGETHER WITH AND SUBJECT TO rights of ingress and egress over and across part of the East half of said Block 5 more particularly described as follows: Beginning at the Northeast corner of the South 110.00 feet of the East half of said Block 5; thence South, on the East line of said Block 5, a distance of 26.0 feet; thence Northwesterly a distance of 83.77 feet to a point on the North line of the South 110.00 feet of the East half of said Block 5; thence East, on the North line of the South 110.00 feet of the East half of said Block 5, a distance of 80.0 feet to the place of beginning.

SURVEYOR'S CERTIFICATE

I do hereby certify that, under my personal supervision, this plat was prepared from an actual survey completed on the 7th day of September, 2016, and is true and correct to the best of my knowledge.

(SEAL)

Nebraska Land Surveying, LLC

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

ACKNOWLEDGEMENTS

The foregoing Administrative Lot Split being a part of the East half of Block Five (5), Reyners Addition to Broken Bow, Custer County, Nebraska, exclusive of one-half of existing alley adjacent and including the South 20 feet of the South 40 feet of vacated M Street as shown on the above plat is created with the free consent and in accordance with the desires of Steven E. Finney and Carmen L. Finney, who are the sole owners and proprietors of the land included therein.

Dated this ____ day of ____, 2016

Steven E. Finney

State of Nebraska
County of Custer

The foregoing instrument was acknowledged before me this ____ day of ____, 2016, by Steven E. Finney.

(SEAL)

Notary Public

My commission expires ____

Carmen L. Finney

State of Nebraska
County of Custer

The foregoing instrument was acknowledged before me this ____ day of ____, 2016, by Carmen L. Finney.

(SEAL)

Notary Public

My commission expires ____

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)

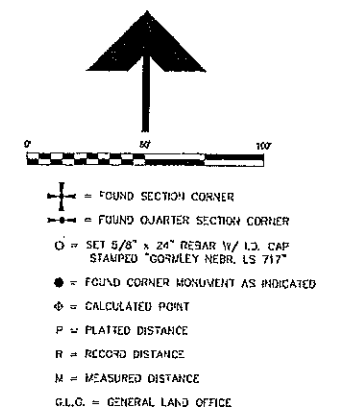
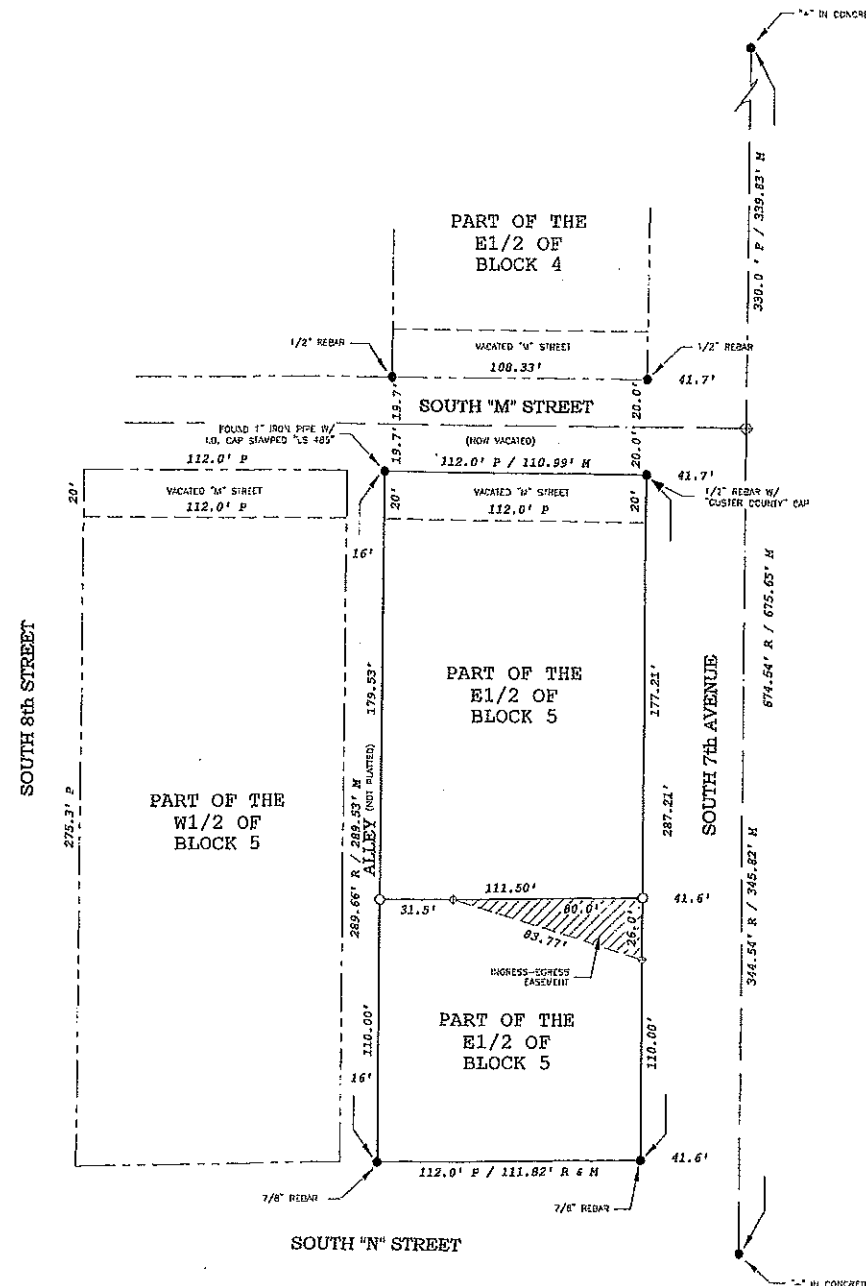
Notary Public

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



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RESOLUTION 2016-60

RESOLUTION APPROVING LOT SPLIT

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

WHEREAS, the owner of the real estate, described on the plat attached hereto, has petitioned for a split of said real estate into parcels; and,

WHEREAS, said real estate lies within the city's zoning jurisdiction of the City of Broken Bow, Custer County, Nebraska; and,

WHEREAS, the division and sale of a portion of said real estate as described on the attached plat, exhibit A, should be allowed without the necessity of a subdivision of the real estate.

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

That the lot split of the above described premises is hereby approved.

PASSED AND APPROVED this 11th day of October, 2016.

Cecil Burt, Mayor

ATTEST:

Stephanie Wright, City Clerk

(S E A L)

LEGAL DESCRIPTION OF RECORD FOR THE OVERALL TRACT

The East one-half (E1/2) of Block Five (5), Reyners Addition to Broken Bow, Custer County, Nebraska, exclusive of one-half of existing alley adjacent; and including the South Twenty (20) feet of the South Forty (40) feet of vacated M Street.

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EXCEPT the South 110.00 feet thereof.

AND TOGETHER WITH rights of ingress and egress over and across part of the East half of said Block 5 more particularly described as follows: Beginning at the Northeast corner of the South 110.00 feet of the East half of said Block 5; thence South, on the East line of said Block 5, a distance of 26.0 feet; thence Northwesterly a distance of 83.77 feet to a point on the North line of the South 110.00 feet of the East half of said Block 5; thence East, on the North line of the South 110.00 feet of the East half of said Block 5, a distance of 80.0 feet to the place of beginning.

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The South 110.00 feet of the following described tract of land:

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Application for Change of Zoning

Section A.

1. Fill out this application and return to the Planning and Zoning Department
2. Pay the fee pursuant to the Comprehensive Plan regulations (\$100)
3. **Provide a certified ownership of all property owners within three hundred feet (300') of the boundaries of the property for which the zoning change is requested. The list must be prepared by a registered abstractor**
4. Attend the Planning Commission hearing
5. Attend the City Council meeting where the Planning Commission recommendation will be heard.

Section B.

1. Applicant's name, address and telephone number Cecil Burt Jr
534 S. 6 Ave. Broken Bow Ne 68422 308 872 6544
2. Legal description of the property JD Andy Add Block 1 Lots 5-6 and
W 72' of lots 7-8 Broken Bow City, Carter County, Nebraska
3. Lot Size 120x200
4. Present Zoning R-2 Requested Zoning C-1
5. Zoning of adjoining properties: North X South _____ East _____ West _____
6. Explain why you wish to change the zoning classification Poss. lot development
of lots 5 & 6.

Section C.

1. Is the property is a flood plain? No
2. What is the general character of the area? Edge of commercial
3. Does the property have public utilities? Yes
4. Do you anticipate a change in the traffic in the area? No
5. How would the proposed change conform to adjacent zoning districts? The adjacent
zoning is C-1
6. Is the request compatible with the future land use elements of the City of Broken Bow Comprehensive Plan? Yes

Section D.

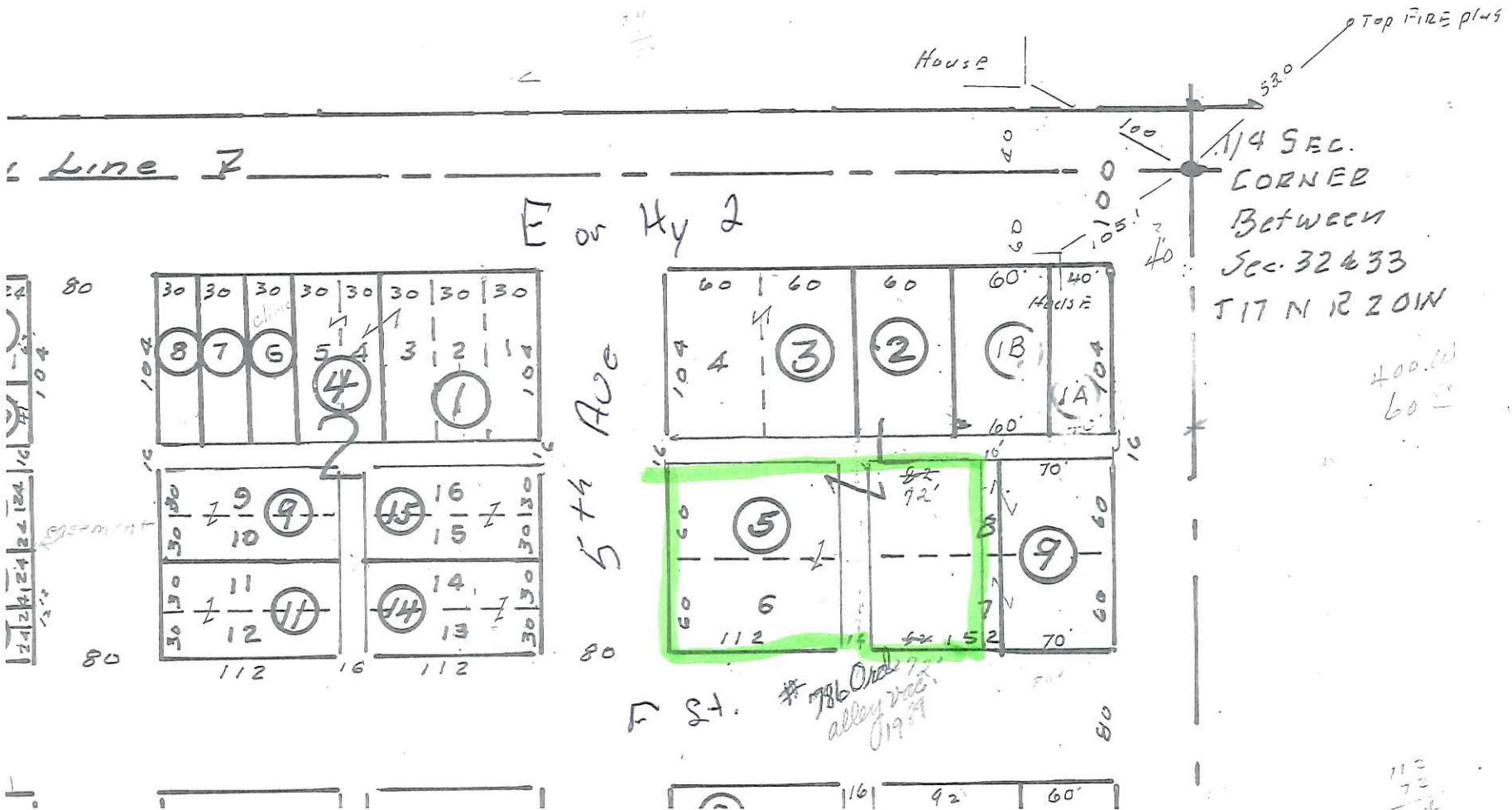
1. Please attach a map or sketch of the area to the application.

Applicant(s): Cecil R Burt Jr. Cecil R Burt Jr

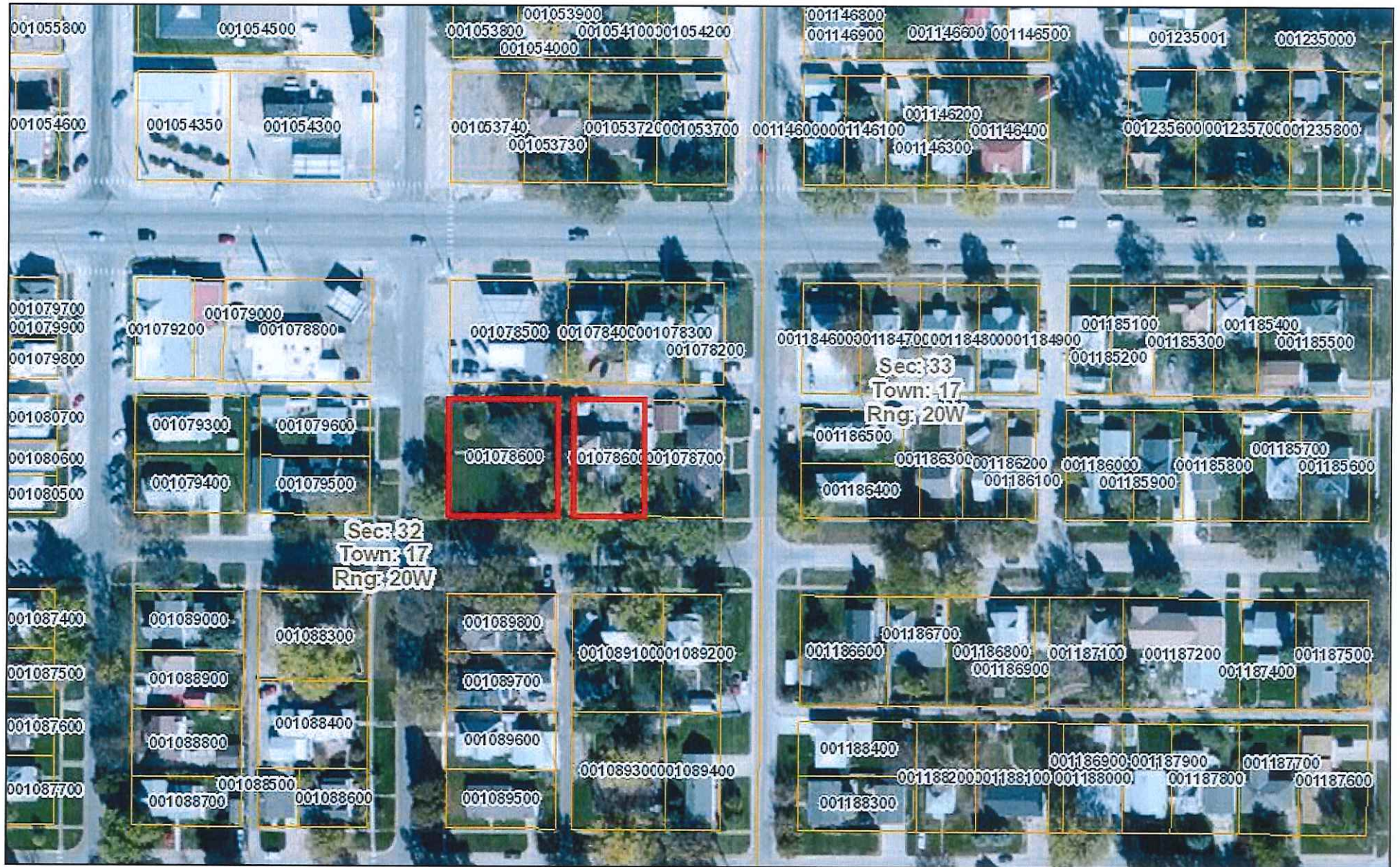
Date: 8-20-16

OK \$100.00
Rec'd 8-29-16
Stephanie M. Wright

23
A & B

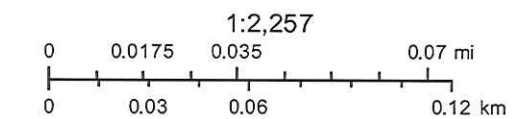


Burt Abstract



August 29, 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

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Custer County
GIS Workshop, LLC.

**CITY OF BROKEN BOW
ORDINANCE NO. 1149**

An ordinance amending the Zoning Ordinance of the City of Broken Bow, repealing all sections of the Zoning Ordinance in conflict with this ordinance; providing for effective date and publication.

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

Section 1. The following described parcel of land shall be re-zoned from Residential (R-2) to Commercial (C-1):

Block One (1), Lots Five (5) and Six (6), J.P. Gandy's Addition to Broken Bow, Custer County, Nebraska, together with all appurtenances thereunto belonging shall be re-zoned from Residential (R-2) to Commercial (C-1).

Section 2. Said zoning change is hereby approved and said tract is zoned Commercial (C-1) and the zoning map of the City of Broken Bow is to be corrected to show said zoning change.

Section 3. All sections of the Zoning Ordinance of the City of Broken Bow which are in conflict with this Ordinance are hereby repealed to the extent that they are inconsistent with this ordinance.

Section 4. This ordinance shall take effect and be in full force from and after its passage as provided by law and shall be published in pamphlet form.

Passed and approved this 11th day of October, 2016.

Cecil Burt, Mayor

ATTEST:

Stephanie M. Wright, City Clerk

RESOLUTION 2016-61

**RESOLUTION AUTHORIZING PAYMENT TO
JEO CONSULTING INC.**

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

WHEREAS, JEO Consulting Group Inc. has submitted an Invoice for Payment for the Broken Bow 2016 Pool Site Visit in the amount of \$1,000.00.

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 JEO Consulting Group Inc. in the amount of \$1,000.00 for the Broken Bow 2016 Pool Site Visit.

PASSED AND APPROVED this 11th day of October 2016.

Cecil Burt, Mayor

ATTEST:

Stephanie M. Wright, City Clerk

(S E A L)



ENGINEERING ■ ARCHITECTURE ■ SURVEYING ■ PLANNING

Invoice

September 22, 2016

Project No: R161419.00

Invoice No: 91632

Invoice Amount: 1,000.00

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

Project Manager David Henke

Project R161419.00 Broken Bow 2016 Pool Site Visit

Professional Services through September 16, 2016

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Lump Sum Phase(s)					
Post Construction	\$1,000.00	100 %	\$1,000.00	0.00	\$1,000.00
Total	\$1,000.00		\$1,000.00	0.00	\$1,000.00
Total Amount Due Upon Receipt					\$1,000.00

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

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RESOLUTION 2016-62

**RESOLUTION AUTHORIZING PAYMENT #13 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. 13 for work performed for 60% completed work of Implementation and 50% of Zoning and Subdivision Update on the Broken Bow Comprehensive Plan and Zoning/Subdivision Regulations completed through September 23, 2016.

WHEREAS, JEO Consulting Group, Inc. is entitled to Payment in the amount of \$2,965.00 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. \$2,965.00.

PASSED AND APPROVED this 11th day of October, 2016.

Cecil Burt, Mayor

ATTEST:

Stephanie M. Wright, City Clerk

(S E A L)



ENGINEERING ■ ARCHITECTURE ■ SURVEYING ■ PLANNING

Invoice

September 30, 2016

Project No: R111076.00

Invoice No: 91844

Invoice Amount: 2,965.00

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 September 23, 2016

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Lump Sum Phase(s)					
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	60 %	\$3,750.00	\$3,125.00	\$625.00
Zoning and Subdivision Update	\$7,800.00	50 %	\$3,900.00	\$1,560.00	\$2,340.00
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
Total	\$44,850.00		\$35,525.00	\$32,560.00	\$2,965.00
Total Amount Due Upon Receipt					\$2,965.00

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



MONTHLY PROGRESS REPORT BROKEN BOW COMPREHENSIVE PLAN

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

Through the Period of September 23, 2016

-
1. **Overall Project and Budget Status:**
 - Project Completion: 90% Budget: 79%
 2. **Work completed during current period (Aug 22 – Sep 23)**
 - Drafting Vision Implementation Plan
 - Revised Zoning Ordinance language to reflect comments received from city leadership
 3. **Planned accomplishment for next period (Sep 26 – Oct 21)**
 - Complete Vision Implementation Plan draft
 - Submit 90% QA/QC review
 - Finalize document into InDesign format
 - Present Zoning Ordinance draft to Planning Commission
 - Develop draft zoning map
 4. **City Action items:**
 - Review and markup of drafted zoning regulations
 5. **Project schedule:**
 - Delayed due to scheduling of 2nd Town Hall Meeting and zoning review – on pace for November draft submission

RESOLUTION 2016-63

**RESOLUTION TO ACCEPT THE BID FOR
CONSTRUCTION OF WELL #17**

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

WHEREAS, the City of Broken Bow desires to drill a new well, Well #17; and

WHEREAS, the City of Broken Bow received bids for drilling the new well, Well #17, on September 26, 2016, at 10:30 a.m.; and

WHEREAS, Sargent Drilling Company, has submitted the lowest and best bid of \$81,000 to drill for this project; so

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of Broken Bow, Nebraska: that the bid be awarded to Sargent Drilling Company, theirs being the lowest and best bid meeting the bid specifications and requirements.

PASSED AND APPROVED this 11th day of "October, 2016.

Cecil Burt, Mayor

ATTEST:

Stephanie M. Wright, City Clerk

(S E A L)



Bid Tabulation

Project No.: 001-W1-004
 Project Name: Well #17 - Screen & Casing Only
 Location: City of Broken Bow, Nebraska
 Bid Date: September 26, 2016
 Bid Time: 10:30 a.m.

Date: September 27, 2016

Item No.	Description	Est. Qty.	Unit	Sargent Drilling Broken Bow, NE		Downey Drilling Lexington, NE		Layne Valley, NE		Engineer Estimate
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Total Price
1	Mobilization, Bonds & Insurance	1	Each	\$ 5,000.00	\$ 5,000.00	\$ 4,300.00	\$ 4,300.00	\$ 7,994.00	\$ 7,994.00	
2	Verification Test Hole	1	Each	\$ 100.00	\$ 100.00	\$ 5,830.00	\$ 5,830.00	\$ 6,026.00	\$ 6,026.00	
3	Well Construction	1	L.S.	\$ 67,000.00	\$ 67,000.00	\$102,742.50	\$102,742.50	\$126,195.00	\$126,195.00	
4	Yield Test/Test Pumping	24	Hr.	\$ 125.00	\$ 3,000.00	\$ 270.00	\$ 6,480.00	\$ 150.00	\$ 3,600.00	
5	Total Water Quality (New Well Kit)	1	L.S.	\$ 6,000.00	\$ 6,000.00	\$ 4,380.00	\$ 4,380.00	\$ 4,918.00	\$ 4,918.00	
Total of All Unit Price Bid Items					\$ 81,100.00		\$123,732.50		\$148,733.00	\$ 150,000.00

L.S. = Lump Sum, V.F. = Vertical Ft, Hr. = hour

Item No.	Add/Deduct Description	Unit	Sargent Drilling		Downey Drilling		Layne		Engineer
			Unit Price		Unit Price		Unit Price		
3a	Bore Hole & Seals	V.F.	\$ 75.00		\$ 82.61		\$ 83.00		
3b	Well Casing	V.F.	\$ 90.00		\$ 88.70		\$ 79.00		
3c	Stainless Steel Well Screen		\$ 190.00		\$ 196.00		\$ 201.00		
3d	Sand Test, Plumbness & Alignment Tests	L.S.	\$ 8,000.00		\$ 750.00		\$ 229.00		

NOTICE OF AWARD

Date of Issuance: October 11, 2016

Owner: City of Broken Bow, Nebraska

Owner's Contract No.:

Engineer: Frontwater Engineering, LLC

Engineer's Project No.: 001-W1-004

Project: Well #17 – Screen & Casing Only

Contract Name: Well #17 – Screen & Casing

Bidder: Sargent Drilling Company

Bidder's Address: PO Box 627, Broken Bow, NE 68822

TO BIDDER:

You are notified that Owner has accepted your Bid dated September 26, 2016 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Well #17 – Screen & Casing, including mobilization, insurance, bonds, verification test hole, well construction (well permit, drilling, screen, casing, gravel pack, seals, sand test, plumbness & alignment tests), yield/test pumping, total water quality kit.

The Contract Price of the awarded Contract is: \$ 81,000.00 based upon unit quantities and unit prices in the Bid Form.

A set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within fifteen (15) days of the date of this Notice of Award:

1. Deliver to Owner, three (3) counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [*e.g., performance and payment bonds*] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner:

Authorized Signature

By: _____

Title: _____

Copy: Engineer

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

THIS AGREEMENT is by and between City of Broken Bow ("Owner") and
Sargent Drilling Company ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:
- A. Furnishing all equipment, labor, materials and appurtenances required to construct one (1) public water supply well including drilling bore hole, furnishing and installing well casing and screen, furnishing and installing select gravel pack and seals, plumbness and alignment tests, yield test, water quality sampling and testing and all other incidental items necessary for the construction of a public water supply well.

ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by Frontwater Engineering, LLC ("Engineer").
- 3.02 The Owner has retained "Engineer" to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

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

4.02 *Contract Times: Dates*

- A. The Work will be substantially completed on or before November 1, 2016, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before December 1, 2016.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 - 1. Substantial Completion: Contractor shall pay Owner \$500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 - 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.
 - 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
 - A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.
 - B. Adjustment prices are subject to acceptance by Owner, and rejection of one or more adjustment prices will not invalidate acceptance of the Bid.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the twentieth (20) day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. Ninety (90) percent of Work completed (with the balance being retainage). If the Work has been fifty (50) percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. Ninety (90) percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to ninety-five (95) percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less one hundred (100) percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the maximum legal rate.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; and the Contract Documents.
- E. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- I. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 7, inclusive).
 - 2. Performance bond (pages C-610-1 to C-610-2, inclusive).
 - 3. Payment bond (pages C-620-1 to C-620-2, inclusive).
 - 4. General Conditions (pages C-700-1 to C-700-65, inclusive).

5. Supplementary Conditions (pages 00800-1 to 00800-8, inclusive).
6. Specifications as listed in the table of contents of the Project Manual.
7. Drawings (not attached but incorporated by reference) consisting of 5 sheets with each sheet bearing the following general title: WWTP Headworks Improvements.
8. Addenda (numbers 1 to 1, inclusive).
9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

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

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on October 11, 2016 (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

City of Broken Bow, Nebraska

Sargent Drilling Company

By: _____

By: _____

Title: Mayor

Title: _____

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

Attest: _____

Attest: _____

Title: City Clerk

Title: _____

Address for giving notices:

Address for giving notices:

City of Broken Bow

P.O. Box 567

Broken Bow, NE 68822

License No.: _____

(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

1.01 This Bid is submitted to:

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

3.01 In submitting this Bid, Bidder represents that:

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings Identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on
 - (1) the cost, progress, and performance of the Work;
 - (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and
 - (3) Bidder's safety precautions and programs.

- E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following unit prices:

Item No.	Description	Est. Qty.	Unit	Unit Bid Price	Total Bid Price
1	Mobilization, Bonds & Insurance	1	Each	\$ 5,000.00	\$ 5,000.00
2	Verification Test Hole	1	Each	\$ 100.00	\$ 100.00
3	Well Construction	1	L.S.	\$ 67,000.00	\$ 67,000.00
4	Yield Test/Test Pumping	24	Hr.	\$ 125.00	\$ 3,000.00
5	Total Water Quality Kit including bacteriological testing	1	L.S.	\$ 6,000.00	\$ 6,000.00
TOTAL					\$ 81,100.00

Est. Qty. = Estimated Quantity, L.S. = Lump Sum, Hr. = Hour, V.F. = Vertical Foot

Bidder acknowledges that:

- (1) each Proposal Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit, sales and use taxes (where applicable) for each separately identified item, and
- (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids and may be increased, decreased or deleted, and
- (4) specifications for work and materials may not be individually represented by estimated quantities in the Bid Form and however all specified items shall be included in the units depicted, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

The following unit prices shall be used for the respective additions or deductions to the contract amount.

Item No.	Add/Deduct Description	Unit	Unit Price
3a	Bore Hole & Seals	V.F.	\$ 75.00
3b	Well Casing	V.F.	\$ 90.00
3c	Stainless Steel Well Screen	V.F.	\$ 190.00
3d	Sand Test, Plumbness & Alignment Test	L.S.	\$ 8,000.00

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions as of the dates indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security in the form of five (5) percent of the total Bid;

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *(Indicate correct name of bidding entity)*

CHARLES SARGENT IRRIGATION, INC. DBA SARGENT DRILLING

By:
[Signature]

[Printed name]

GARY MCCracken

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature]

[Printed name]

JAMIE EBERLE

Title:

OFFICE MANAGER

Submittal Date:

SEPTEMBER 26, 2016

Address for giving notices:

PO BOX 627, BROKEN BOW, NE 68822

Telephone Number:

308-872-5125

Fax Number:

308-872-3050

Contact Name and e-mail address:

GARY MCCracken

DRILLING@SARGENTIRRIGATION.COM

Bidder's License No.:

28288

(where applicable)

CHARLES SARGENT IRRIGATION, INC.

Special Meeting of the Board of Directors

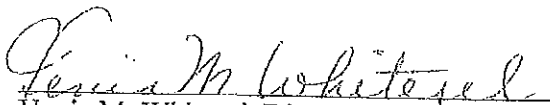
A Special Meeting of the Board of Directors of Charles Sargent Irrigation, Inc. was held on February 18, 2009. The undersigned, being all of the members of the Board of Directors of Charles Sargent Irrigation, Inc., a Nebraska corporation (the "Corporation"), hereby consent to the adoption of the following resolution and declare it to be in full force and effect as if adopted at a regular or annual meeting of the Board of Directors of the Corporation pursuant to the Business Corporation Act of the State of Nebraska:

D-2009-1

BE IT RESOLVED, by the Board of Directors of the Corporation, that Gary McCracken, the Area Manager of the Corporation in Broken Bow, Nebraska, be and is hereby authorized to negotiate and execute contracts and other documents or instruments relating thereto on behalf of the Corporation.

Dated this 18th of February, 2009.


Michael L. Whitesel, Director


Venia M. Whitesel, Director


Dianna L. Whitesel, Director