

CITY OF BROKEN BOW
CITY COUNCIL AGENDA
November 8th, 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 November 8th, 2016, which will include the following:

- a. Approval of Minutes of October 25th, 2016 Council Meeting [Hyperlink](#)
- b. Approval of Bills as Posted [Hyperlink](#)

E. New Business:

- a. **Closure of D Street** – May or may not vote to close South D Street from South 11th Avenue to South 8th Avenue, South 8th Avenue from South D Street to South C Street, South C Street to South 9th Avenue, and South 9th Avenue from South C Street to South D Street for the Parade of Lights on November 28th, 2016. [Hyperlink](#)
- b. **Recommendation for Interim Financing** – May or may not vote to approve the recommendation for interim financing from bids received.
- c. **Public Hearing – Ordinance 1150 - Stop Signs** – May or may not vote to open a public hearing on Ordinance 1150. [Hyperlink](#)
- d. **Waive the Three Readings Ordinance 1150** – May or may not vote to waive the three readings of Ordinance 1150.
- e. **Ordinance 1150 – Stop Signs** – May or may not vote to approve Ordinance 1150, stop signs at the corners of South D Street and South 8th Avenue and South C Street and South 8th Avenue. [Hyperlink](#)
- f. **Public Hearing – Ordinance 1151 – Truck Traffic** - May or may not vote to open a public hearing on Ordinance 1151. [Hyperlink](#)
- g. **Waive the Three Readings Ordinance 1151** – May or may not vote to waive the three readings of Ordinance 1151.
- h. **Ordinance 1151 – Truck Traffic** – May or may not vote to approve Ordinance 1151, No thru truck traffic from Highway 2 to South C Street on South 8th and South 9th Avenue and on South D Street from South 8th Avenue to South 9th Avenue. [Hyperlink](#)

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- i. Public Hearing – Amended Ordinance 1091 – Electrical Interconnection Standards** - May or may not vote to open a public hearing on Amended Ordinance 1091. [Hyperlink](#)
- j. Waive the Three Readings Amended Ordinance 1091** – May or may not vote to waive the three readings of Amended Ordinance 1091.
- k. Amend Ordinance 1091 – Electrical Interconnection Standards** – May or may not vote to approve Amended Ordinance 1091, electrical interconnection standards. [Hyperlink](#)
- l. Resolution 2016-67 – Comprehensive Plan** – May or may not vote to approve payment to JEO Consulting Group, Inc. in the amount of \$1,560.00 for work completed through October 21, 2016 on the Broken Bow Comprehensive Plan and Zoning/Subdivision Regulations. [Hyperlink](#)

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. Adjournment

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

Upcoming Events

- ❖ **November 11th** – Veteran’s Day - City Offices Closed
- ❖ **November 11th** – VFW Soup Supper
- ❖ **November 16th** – Planning Commission Meeting at 12:00 p.m. @ Municipal Building

The next City Council Meeting will be on November 22nd, 2016 @ 12:00 pm.

**Broken Bow City Council
Meeting Minutes
October 25th, 2016**

The Broken Bow City Council met in regular session on Tuesday, October 25th, 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, and Sonnichsen. Absent: Adams. Following the pledge of allegiance, Mayor Burt announced the availability of the open meetings law.

Moved by Neth, seconded by Schall, to approve the consent agenda for October 25th, 2016. Said motion includes approval of Minutes of the October 11th Council Meeting, Bills to Date, and September Treasurer's Report. Roll call vote: Voting aye: Sonnichsen, Schall, and Neth. Nays: none. Motion carried.

Absolute Plumbing \$150.00; Aflac \$912.11, \$124.32, \$287.81; Arrow Seed \$1,229.36; Ben Tucker \$38.52; Broken Bow School \$226.00; Card Services \$396.13; Cardmember Services \$532.77; Carquest of Broken Bow \$30.98; Century Link \$85.49; City Flex Benefit Plan \$132.29, \$150.00; City of Broken Bow Pension Fund \$1,659.21, \$6,017.78, \$241.74; Cranwell Plumbing & Heating \$103.77; Custer County Chief \$362.11; Custer County Hiway Dept. \$57.90; Custer Transfer Station \$8.80; Danko Emergency Equipment Co \$900.00; Dave Dunkel \$100.00; Demco \$250.38; EFTPS Online Payment \$1,880.54, \$6,238.47, \$8,040.76, \$63.74, \$226.51, \$272.50; Family Heritage \$56.00; Garrett Tires & Treads \$862.80; Great Plains Communications \$425.00; Hometown Leasing \$200.17; Ingram Library Services \$2,453.30; Insurance Aid Services \$1,508.50; International Institute Municipal Clerks \$185.00; K. Joan Birnie \$64.74; KCNI/KBBN \$100.00; LaQuinta Inns & Suites \$263.85; Matheson Tri-Gas Inc \$40.60; Mead Lumber \$184.90; Michael Todd & Co \$365.54; Mid Plains Community College \$1,605.00; Myers Construction Co \$5,993.35; NMC Exchange LLC \$14.66; National Geographic \$28.00; Nebraska Child Support Payment Center \$460.00; Nebraska Depart of Revenue \$896.00; Nebraska Environmental Products \$1,133.90; Northern Safety Co., Inc. \$957.88; OCLC Inc. \$124.57; OSA/Computers Plus \$851.23; O'Brien's True Value \$26.58; Omaha State Bank \$319.25; Over Drive \$750.00; Plains Equipment Group \$212.76; Platte Valley Communications \$99.75; Police Chief Assn of Nebraska \$30.00; Presto X Company \$44.80; Pristine Cleaning, LLC \$375.00; Regional Care \$2,917.84; Ron Ripp Construction \$225.00; Sandra Manning \$4.00; Schaper and White Law Firm \$6,038.00; Shirts, Signs, Mugs & More \$30.00; Shopko Store \$22.99; Squier Septic Service \$170.00; State Income Tax WH NE Online Payment \$2,258.12, \$82.99; Steve Scott \$33.00; Tapco \$35,934.80; Taste of Home Books \$65.96; Tom Adamson \$8.00; Trotter Fertilizer \$1,465.56; Trotter Service \$2,127.86; Trotter's Whoa & Go \$712.78; Universal Insurance \$3,822.00; Verizon Wireless \$30.02; Woods & Aitken LLP \$924.00; World Book Inc. \$714.00; Bi-Weekly Payroll \$47,811.80; Total Bills = \$156,751.84.

Discussion was held regarding truck traffic around the square. There have been several citizens inquiring about the truck traffic on the newly laid bricks. The trucks have been moving faster and trying to beat the stoplight. An alternative to having a truck route is to making it no thru truck traffic around the square from the highway and South 9th Avenue to South D Street and South D Street from South 9th Avenue to South 8th Avenue and the highway and South 8th Avenue to South D Street. This would still allow for delivery trucks to be on those streets. Monte Clark, Street Superintendent, presented some sign options, and it was discussed where the best location was to place the signs. South 8th Avenue and B Street was the suggested location to place sign stating "No Thru Traffic Ahead" so that truckers would be aware of this change. The Council asked that an ordinance be presented at the next Council meeting.

Discussion was also held regarding stop signs at the corners of South 8th Avenue and South D Street and South 8th Avenue and South C Street. This came as a recommendation from the Police Department because of the

number of people who don't yield. The stop signs would be to stop the traffic going east to west and allowing the north and south traffic to have the right of way. The Council asked that an ordinance for this item be put on the next agenda.

The only item in old business was Resolution 2016-61. Moved by Schall, seconded by Neth, to approve Resolution 2016-61. Said resolution approved payment to JEO Consulting Inc. in the amount of \$1,000.00 for a site visit to the pool in September. Roll call vote: Voting aye: Neth, Schall and Sonnichsen. Nays: None. Motion carried.

Moved by Schall, seconded by Sonnichsen, to approve the appointment of Clayton Kremlacek to the Broken Bow Airport Authority. Roll call vote: Voting aye: Sonnichsen, Schall, and Neth. Nays: none. Motion carried.

Due to lack of a motion, bringing back the 7:00 a.m. whistle died.

Moved by Neth, seconded by Sonnichsen, to approve the new deposit product from Nebraska State Bank. Roll call vote: Voting aye: Schall, Sonnichsen, and Neth. Nays: none. Motion carried.

Moved by Neth, seconded by Schall, to approve Resolution 2016-64. Said resolution deems the used folding chairs from the auditorium as surplus property. Roll call vote: Voting aye: Schall, Neth, and Sonnichsen. Nays: none. Motion carried.

Moved by Schall, seconded by Sonnichsen, to approve Resolution 2016-65. Said resolution approves payment #2 to JEO Consulting Group in the amount of \$19,998.00 for work completed through September 30, 2016 on the Broken Bow Library Design Services/Building Renovation and Addition. Roll call vote: Voting aye: Sonnichsen, Schall, and Neth. Nays: none. Motion carried.

Moved by Schall, seconded by Sonnichsen, to approve Resolution 2016-66. Said resolution approves payment #20 to JEO Consulting Group Inc. in the amount of \$27,993.75 for work completed through October 7, 2016 on the Broken Bow 2015 Downtown Improvements. Roll call vote: Voting aye: Schall, Neth, and Adams. Nays: none. Motion carried.

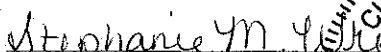
Mayor Burt opened the floor for comments from the Mayor and Councilmembers concerning City Departments. There were no comments.

Mayor Burt opened the public comment section of the meeting for those in attendance. Cecil Burt III from 534 South 6th Avenue addressed the Council about the pedestrian crossing at South 6th Avenue and highway 2. He is concerned that people are not stopping at the cross walk and would like to see the City do something about it. Monte Clark, Street Superintendent, said that they have new signage to put there, but he and Police Chief Steve Scott are deciding whether the signs and pedestrian crossing should stay where it is or be moved to the other side of the intersection. He assured Mr. Burt that the City is aware of the issue and are currently working on a solution.

Moved by Schall, seconded by Neth, to adjourn the City Council Meeting at 12:52 p.m. Roll call vote: Voting aye: Neth, Schall, 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

Pay#	Post Date	Due Date	Amount	Invoice	Date	PO#	Date	Status
	Account#	Work Order		Description			Debit	Credit
ATCO								
23487	11/8/2016	11/8/2016	524.00					Posted
	08-3310.00			cleaner and penetrant			524.00	0.00
Ace Irrigation and MFG								
23482	11/8/2016	11/8/2016	2,238.39					Posted
	08-3425.00			culverts			2,238.39	0.00
Aflac								
23459	11/2/2016	11/2/2016	912.11					Posted
	01-1501.00			PRE TAX AFLAC			912.11	0.00
23460	11/2/2016	11/2/2016	124.32					Posted
	01-1501.00			AFLAC POST TAX			124.32	0.00
Bound Tree Medical								
23494	11/8/2016	11/8/2016	291.14					Posted
	05-3338.00			EMS supplies			291.14	0.00
Brent Clark								
23501	11/8/2016	11/8/2016	192.24					Posted
	01-3205.00			Mileage CDBG Lincoln			192.24	0.00
Broken Bow Airport Authority								
23474	11/8/2016	11/8/2016	1,083.33					Posted
	01-3409.00			Monthly Payment			1,083.33	0.00
Broken Bow Chamber of Commerce								
23480	11/8/2016	11/8/2016	100.00					Posted
	01-3212.00			Christmas Bucks sponsor			100.00	0.00
23495	11/8/2016	11/8/2016	1,115.00					Posted
	05-3334.00			ambulance incentive			1,115.00	0.00
Broken Bow Municipal Utilities								
23498	11/8/2016	11/8/2016	3,739.45					Posted
	01-3213.00			General - Radio/Weather Station Tower			21.89	0.00
	08-3220.00			Street - Shop Utilities/Trash Removal			339.57	0.00
	06-3220.00			Fire - Utilities/Trash Removal			565.12	0.00
	04-3220.00			Police - Utilities/Trash Removal			56.11	0.00
	04-3315.00			Police - Dog Pound Utilities			55.85	0.00
	09-3220.00			Park - Utilities/Trash Removal			1,544.43	0.00
	09-3220.00			Park - Shopt Utilities/Trash Removal			145.53	0.00
	07-3220.00			Library - Utilities/Trash Removal			417.67	0.00
	02-3220.00			Pub Bldg - Utilites/Trash Removal			492.20	0.00
	11-3360.00			Tree Dump - Utilities			35.58	0.00
	10-3220.00			Swim Pool - Utilities/Trash Removal			65.50	0.00
							3,739.45	0.00
Capitol One Bank								
23488	11/8/2016	11/8/2016	243.58					Posted
	04-3313.00			hotel POAN 401			243.58	0.00
City Flex Benefit Plan								
23461	11/2/2016	11/2/2016	132.29					Posted
	01-1501.00			SELECT FLEX-UNREIMBURSED M/D/V			132.29	0.00
City of Broken Bow Pension Fund								
23458	10/31/2016	10/31/2016	1,129.20					Ck# 120 Printed
	01-1502.00			Liability - BBHA			1,129.20	0.00
23462	11/2/2016	11/2/2016	1,659.21					Posted
	01-1513.00			PENSION/401K LOAN PAYMENT			1,659.21	0.00
23463	11/2/2016	11/2/2016	6,187.14					Posted
	01-1502.00			PENSION/401K NEW			6,187.14	0.00
Colonial Research Chem Corp								
23499	11/8/2016	11/8/2016	281.53					Posted
	09-3311.00			supplies			281.53	0.00
Custer County Treasurer								
23475	11/8/2016	11/8/2016	10,387.49					Posted
	01-3217.00			Communications Interlocal Payment			10,387.49	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>
Custer Public Power (continued)								
23477	11/8/2016	11/8/2016	28.76					Posted
	11-3416.00			CD cell power			28.76	0.00
EFTPS Online Payment								
23468	11/2/2016	11/2/2016	1,888.78					Ck# 121 Printed
	01-1500.00			MEDICARE			1,888.78	0.00
23469	11/2/2016	11/2/2016	6,209.75					Ck# 121 Printed
	01-1500.00			FEDERAL MARRIED			3,985.88	0.00
	01-1500.00			FEDERAL SINGLE			2,223.87	0.00
							6,209.75	0.00
23470	11/2/2016	11/2/2016	8,076.06					Ck# 121 Printed
	01-1500.00			SOCIAL SECURITY			8,076.06	0.00
Eakes Office Products								
23503	11/8/2016	11/8/2016	130.12					Posted
	01-3216.00			copies			57.29	0.00
	01-3223.00			supplies			72.83	0.00
							130.12	0.00
Family Heritage								
23464	11/2/2016	11/2/2016	56.00					Posted
	01-1501.00			FAMILY HERITAGE			56.00	0.00
Gateway Motors Inc								
23490	11/8/2016	11/8/2016	28.00					Posted
	04-3310.00			bulbs 13 pickup and 14 impala			28.00	0.00
Great Plains Communications								
23492	11/8/2016	11/8/2016	70.95					Posted
	08-3221.00			Internet			35.48	0.00
	09-3221.00			Internet			35.47	0.00
							70.95	0.00
Island Supply Welding Co.								
23497	11/8/2016	11/8/2016	53.39					Posted
	05-3338.00			oxygen			53.39	0.00
John Deere Financial								
23500	11/8/2016	11/8/2016	137.71					Posted
	12-4200.02			trail project sprinkler supplies			137.71	0.00
Kirkpatrick Cleaning Solutions								
23493	11/8/2016	11/8/2016	161.55					Posted
	02-3223.01			trash bags, toilet paper, paper towels			161.55	0.00
Markham Construction								
23483	11/8/2016	11/8/2016	3,600.00					Posted
	08-3425.00			curb and gutter			3,600.00	0.00
Master Cleaners								
23472	11/8/2016	11/8/2016	73.04					Posted
	02-3223.01			rug cleaning			60.60	0.00
	05-3332.00			laundry			12.44	0.00
							73.04	0.00
Michael Todd & Co								
23485	11/8/2016	11/8/2016	347.30					Posted
	08-3348.00			LED lights			347.30	0.00
Mid Plains Community College								
23496	11/8/2016	11/8/2016	63.58					Posted
	05-3313.00			CPR Class			63.58	0.00
Nebraska Child Support Payment Center								
23467	11/2/2016	11/2/2016	460.00					Ck# 122 Printed
	01-1503.00			CHILD SUPPORT-NE			460.00	0.00
Omaha State Bank								
23466	11/2/2016	11/2/2016	319.25					Posted
	01-1501.00			HSA			319.25	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>
Police Officers Assn of Nebr (continued)								
23489	11/8/2016	11/8/2016	59.50					Posted
	04-3209.00			2016 handbooks			59.50	0.00
Prachts Ace Hardware								
23504	11/8/2016	11/8/2016	992.70					Posted
	09-3352.00			hardware and supplies			379.99	0.00
	09-3311.00			hardware and supplies			405.43	0.00
	02-3311.00			hardware and supplies			7.29	0.00
	07-3410.00			Vaccum			199.99	0.00
							<u>992.70</u>	<u>0.00</u>
Presto X Company								
23473	11/8/2016	11/8/2016	96.30					Posted
	02-3311.00			Pest Service			96.30	0.00
Pristine Cleaning, LLC								
23479	11/8/2016	11/8/2016	375.00					Posted
	02-3419.01			Cleaning Service			375.00	0.00
Regional Care								
23465	11/2/2016	11/2/2016	2,917.84					Posted
	01-1501.00			HEALTH INSURANCE			2,917.84	0.00
Ross Electric, Inc.								
23476	11/8/2016	11/8/2016	961.96					Posted
	12-4200.00			LED lights east BB sign			961.96	0.00
S&L Sanitary Service								
23491	11/8/2016	11/8/2016	49.30					Posted
	09-3219.00			trash around the square			49.30	0.00
Site One Landscape Supply								
23481	11/8/2016	11/8/2016	560.00					Posted
	09-3427.00			1 1/1" poly for walk trail			560.00	0.00
SourceGas								
23478	11/8/2016	11/8/2016	243.26					Posted
	02-3220.00			Municipal Building Utilities			86.07	0.00
	08-3220.00			Street Utilities			19.32	0.00
	06-3220.00			Fire Utilities			54.40	0.00
	04-3220.00			Police Utilities			23.32	0.00
	09-3220.00			Park Utilities			19.32	0.00
	07-3220.00			Library Utilities			40.83	0.00
							<u>243.26</u>	<u>0.00</u>
State Income Tax WH NE Online Payment								
23471	11/2/2016	11/2/2016	2,239.96					Ck# 123 Printed
	01-1500.00			STATE MARRIED			1,517.42	0.00
	01-1500.00			STATE SINGLE			722.54	0.00
							<u>2,239.96</u>	<u>0.00</u>
Unitech								
23486	11/8/2016	11/8/2016	8,905.00					Posted
	08-3344.00			ice control and ground sterilant			8,905.00	0.00
V-Bar Sales & Service								
23484	11/8/2016	11/8/2016	82.30					Posted
	08-3310.00			metal			82.30	0.00
Verizon Wireless								
23502	11/8/2016	11/8/2016	132.54					Posted
	04-3221.00			Police Internet for lpad			132.54	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>

69,660.32 47 Non-voided payables listed.

Report Setup

AP - Accounts Payable Listing : Vendor Name

Filter Options

Starting: 10/26/2016

Ending: 11/8/2016

Banks: All

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

All Vendors Selected

payroll \$46,518.79

Check Approval List - GL Account

11/4/2016 9:51:14 AM

City of Broken Bow

Page 1 of 2

<u>Vendor Name</u>	<u>Invoice</u>	<u>Invoice Description</u>	<u>Account Description</u>	<u>Amount</u>
General				
Aflac	PRE TAX AFLAC		Health/Life/Acc Insuranc	\$912.11
Aflac	AFLAC POST TAX		Health/Life/Acc Insuranc	\$124.32
Brent Clark	Mileage CDBG Lincoln		Travel & Meeting Expens	\$192.24
Broken Bow Airport Authority	monthly payment		Airport Monthly Payment	\$1,083.33
Broken Bow Chamber of Commerce	Christmas Bucks sponsor		City Promotions	\$100.00
Broken Bow Municipal Utilities	Utilities		Weather Station Expens	\$21.89
City Flex Benefit Plan	SELECT FLEX-UNREIMBURSED M/D/V		Health/Life/Acc Insuranc	\$132.29
City of Broken Bow Pension Fund	BBHA Pension		Pension	\$1,129.20
City of Broken Bow Pension Fund	PENSION/401K NEW		Pension	\$6,187.14
City of Broken Bow Pension Fund	PENSION/401K LOAN PAYMENT		Loan Payment	\$1,659.21
Custer County Treasurer	communication interlocal		Radio Communications	\$10,387.49
EFTPS Online Payment	MEDICARE		Payroll Taxes	\$1,888.78
EFTPS Online Payment	FEDERAL		Payroll Taxes	\$3,985.88
EFTPS Online Payment	FEDERAL		Payroll Taxes	\$2,223.87
EFTPS Online Payment	FICA		Payroll Taxes	\$8,076.06
Eakes Office Products	copies and supplies		Copier Maint/Expense	\$57.29
Eakes Office Products	copies and supplies		Supplies & Postage	\$72.83
Family Heritage	FAMILY HERITAGE		Health/Life/Acc Insuranc	\$56.00
Nebraska Child Support Payment Center	CHILD SUPPORT-NE		Child Support	\$460.00
Omaha State Bank	HSA		Health/Life/Acc Insuranc	\$319.25
Regional Care	HEALTH INS		Health/Life/Acc Insuranc	\$2,917.84
State Income Tax WH NE Online Paymei	STATE		Payroll Taxes	\$1,517.42
State Income Tax WH NE Online Paymei	STATE		Payroll Taxes	\$722.54
			Total General	\$44,226.98
Municipal Building				
Broken Bow Municipal Utilities	Utilities		Utilities	\$492.20
Kirkpatrick Cleaning Solutions	trash bags, toilet paper, paper towels		Building Cleaning Suppli	\$161.55
Master Cleaners	laundry and rugs		Building Cleaning Suppli	\$60.60
Prachts Ace Hardware	hardware and supplies		Maintenance & Repair B	\$7.29
Presto X Company	pest service		Maintenance & Repair B	\$96.30
Pristine Cleaning, LLC	cleaning service		Contracted Services	\$375.00
SourceGas	utilities		Utilities	\$86.07
			Total Municipal Building	\$1,279.01
Police				
Broken Bow Municipal Utilities	Utilities		Utilities	\$56.11
Broken Bow Municipal Utilities	Utilities		Dog Care	\$55.85
Capitol One Bank	hotel POAN 401		Training	\$243.58
Gateway Motors Inc	bulbs 13 pickup and 14 impala		Maint/Repair Equipment	\$28.00
Police Officers Assn of Nebr	2016 handbooks		Printing & Publication	\$59.50
SourceGas	utilities		Utilities	\$23.32
Verizon Wireless	Internet for Ipads		Telephone/Internet	\$132.54
			Total Police	\$598.90
Rescue Unit				
Bound Tree Medical	EMS supplies		Ambulance Supplies	\$291.14
Broken Bow Chamber of Commerce	ambulance incentive		Ambulance Driver Incent	\$1,115.00
Island Supply Welding Co.	oxygen		Ambulance Supplies	\$53.39
Master Cleaners	laundry and rugs		Laundry	\$12.44
Mid Plains Community College	CPR Class		Training	\$63.58
			Total Rescue Unit	\$1,535.55
Fire				
Broken Bow Municipal Utilities	Utilities		Utilities	\$565.12
SourceGas	utilities		Utilities	\$54.40
			Total Fire	\$619.52
Library				
Broken Bow Municipal Utilities	Utilities		Utilities	\$417.67
Prachts Ace Hardware	hardware and supplies		Equipment Purchases	\$199.99
SourceGas	utilities		Utilities	\$40.83
			Total Library	\$658.49
Street				

Check Approval List - GL Account

11/4/2016 9:51:14 AM

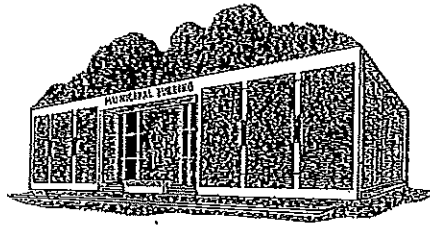
City of Broken Bow

Page 2 of 2

<u>Vendor Name</u>	<u>Invoice</u>	<u>Invoice Description</u>	<u>Account Description</u>	<u>Amount</u>
Street				
ATCO		cleaner and penetrant	Maint/Repair Equipment	\$524.00
Ace Irrigation and MFG		culverts	Street Construction	\$2,238.39
Broken Bow Municipal Utilities		Utilities	Utilities	\$339.57
Great Plains Communications		internet	Telephone/Internet	\$35.48
Markham Construction		curb and gutter	Street Construction	\$3,600.00
Michael Todd & Co		LED lights	Street Signals/Maintena	\$347.30
SourceGas		utilities	Utilities	\$19.32
Unitech		ice control and ground sterilant	Chemicals	\$8,905.00
V-Bar Sales & Service		metal	Maint/Repair Equipment	\$82.30
			Total Street	\$16,091.36
Park				
Broken Bow Municipal Utilities		Utilities	Utilities	\$145.53
Broken Bow Municipal Utilities		Utilities	Utilities	\$1,544.43
Colonial Research Chem Corp		supplies	Maintenance & Repair B	\$281.53
Great Plains Communications		internet	Telephone/Internet	\$35.47
Prachts Ace Hardware		hardware and supplies	Maintenance & Repair B	\$405.43
Prachts Ace Hardware		hardware and supplies	Tools/Shop Equipment	\$379.99
S&L Sanitary Service		trash around the square	Trash Removal	\$49.30
Site One Landscape Supply		1 1/1" poly for walk trail	Underground Sprinklers	\$560.00
SourceGas		utilities	Utilities	\$19.32
			Total Park	\$3,421.00
Swimming Pool				
Broken Bow Municipal Utilities		Utilities	Utilities	\$65.50
			Total Swimming Pool	\$65.50
Sanitation				
Broken Bow Municipal Utilities		Utilities	Sanitation Contract	\$35.58
Custer Public Power		CD cell power	Land & Buildings	\$28.76
			Total Sanitation	\$64.34
ST Infra/Capital				
John Deere Financial		trail project sprinkler supplies	TE Trail Project	\$137.71
Ross Electric, Inc.		LED lights east BB sign	Sales Tax Infra Projects	\$961.96
			Total ST Infra/Capital	\$1,099.67
				\$69,660.32

Report Selection: Check Approval List - GL Account
 Date Range Selection: Invoice Due Date
 Starting Date: 10/26/2016
 Ending Date: 11/8/2016

Payroll \$46,518.79



CITY of BROKEN BOW

P.O. BOX 504

BROKEN BOW, NEBRASKA 68822

REQUEST FOR FUTURE AGENDA ITEM

If you have a specific topic that you would like the City Council to discuss at a future meeting, please list your name, address, telephone number, and the specific topic. The item will be reviewed and possibly scheduled for a future meeting, or forwarded to City staff for appropriate action.

Name: Broken Bow Lions Club - Jeanne Grantzinger

Address: 650 Buffalo Run Road

Broken Bow Ne 68822

Telephone #: 308-880-5849

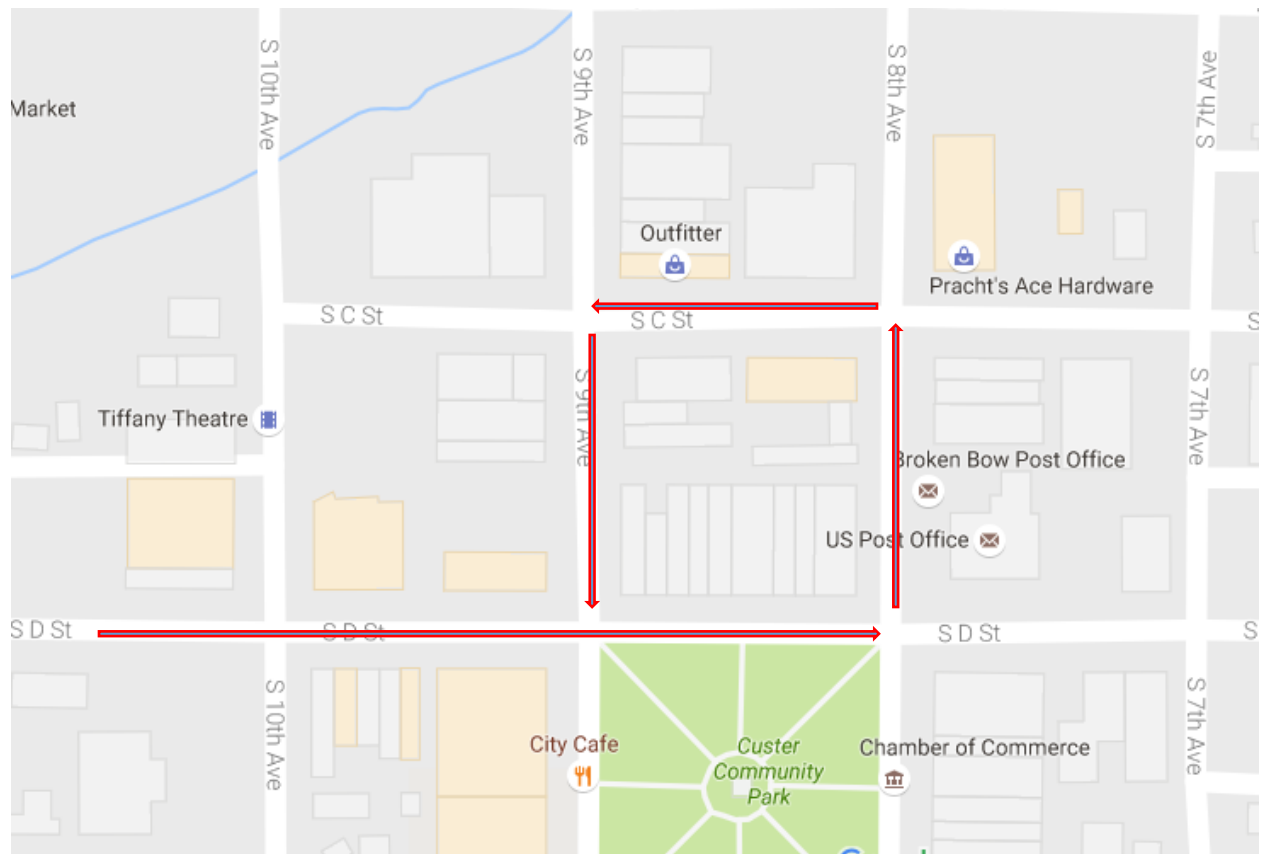
Date of Request: 11/28/2016

Description of Requested Topic: Parade of Lights

Requesting the use of "D" Street from 11th
to 8th Street. Time will be 5³⁰ PM. to

7 PM.

Start on North side of Courthouse travel east
to 8th turn North to C Street west to 9th South
D Street, back West to the Courthouse



—————→ Parade Route

[Return to Agenda](#)

**CITY OF BROKEN BOW, NEBRASKA
ORDINANCE NO. 1150**

**AN ORDINANCE PROVIDING FOR THE PLACEMENT OF A STOP SIGN ON
THE CORNERS OF SOUTH 8TH AVENUE AND SOUTH D STREET AND
SOUTH 8TH AVENUE AND SOUTH C STREET FOR EAST AND WEST BOUND
TRAFFIC.**

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

Section 1. That "Stop" signs be placed on the corner of South 8th Avenue and South D Street for east and west bound traffic.

Section 2. That "Stop" signs be placed on the corner of South 8th Avenue and South C Street for east and west bound traffic.

Section 3. This ordinance shall be in full force and take effect from and after its passage, approval and publication according to law.

Passed and approved this 8th day of November, 2016.

Cecil Burt, Mayor

ATTEST:

Stephanie M. Wright, City Clerk

**CITY OF BROKEN BOW, NEBRASKA
ORDINANCE NO. 1151**

AN ORDINANCE OF THE CITY OF BROKEN BOW, NEBRASKA ADOPTING SECTION 71.08 IN THE BROKEN BOW MUNICIPAL CODE TO PROVIDE FOR THE DECLARING OF NO THRU TRUCK TRAFFIC ON SOUTH 8TH AVENUE FROM SOUTH E STREET/HWY 2 TO SOUTH D STREET, AND ON SOUTH D STREET BETWEEN SOUTH 8TH AVENUE AND SOUTH 9TH AVENUE, AND SOUTH 9TH AVENUE FROM SOUTH E STREET/HWY 2 TO SOUTH D STREET; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WHEREWITH; AND PROVIDING A TIME WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

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

Section 1. That Section 71.08 of the Broken Bow Municipal Code be adopted to read as follows:

(A) Establishment of No Thru Truck Traffic. The following streets are declared to be no thru truck traffic. The Mayor (or someone designated by the Mayor, but always referred to herein as the Mayor) shall at the Mayor's discretion, place appropriate signs or other traffic control devices indicating the existence of No Thru Tuck Traffic Routes. A designation of any street, avenue, road or highway, or portion thereof as no thru truck traffic shall, in no way, affect any previous designation of that street, avenue, road or highway for any other purposes, but shall be in addition thereto. The following streets or highways are designated as no thru truck traffic:

- (1) South 8th Avenue from South E Street/Highway 2 to South D Street;
- (2) South D Street between South 8th Avenue and South 9th Avenue;
- (3) South 9th Avenue from South E Street/Highway 2 to South D Street.

Section 2. That all ordinances or parts of ordinance in conflict herewith are hereby repealed.

Section 3. This ordinance shall be in full force and take effect from and after its passage, approval and publication as required by law.

Passed and approved this 8th day of November, 2016.

Cecil Burt, Mayor

ATTEST:

Stephanie M. Wright, City Clerk

**CITY OF BROKEN BOW, NEBRASKA
AMEND ORDINANCE NO. 1091**

AN ORDINANCE OF THE CITY OF BROKEN BOW, NEBRASKA AMENDING ORDINANCE 1091, EXHIBIT "A" AS IT RELATES TO ELECTRICAL INTERCONNECTION, STANDARDS, PROCEDURES, AGREEMENTS, CHARGES, AND FEES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; AND PROVIDING A TIME WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

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

SECTION 1. There is hereby Amended Interconnection Standards for Parallel Installation and Operation of Customer-Owned Electric Generating Facilities, together with the Program Overview, Technical Requirements, Application for Interconnection and Interconnection Agreement, all as attached hereto marked Amended Exhibit "A", incorporated herein, and made a part of this Ordinance.

SECTION 2. That all ordinances or parts of ordinance in conflict herewith are hereby repealed.

SECTION 3. This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED AND APPROVED this 8th day of November, 2016.

Cecil Burt, Mayor

ATTEST:

Stephanie M. Wright, City Clerk

Ordinance No. 1091
Amended Exhibit "A":

City of Broken Bow Nebraska
Electric Department

Interconnection Standards
For
Parallel Installation and Operation
Of
Customer-Owned
Electric Generating Facilities

Adopted November 8th, 2016

**Policy and Guidelines
for
Interconnection for Parallel Installation and Operation
of
Small (25 kW or less) and Large (greater than 25 kW)
Customer-Owned
Renewable Electric Generating Facilities
Broken Bow, Nebraska**

Part 1. OVERVIEW

1. PURPOSE:

The purpose of this document is to establish standards for the Utility to interconnect and operate in parallel with customer-owned renewable electric generators.

2. DEFINITIONS:

- a. **Applicable Laws and Regulations** – All duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.
- b. **Avoided Costs** – The incremental costs of the Utility's Electric Wholesale Supplier (EWS) energy or capacity or both which, but for the purchase from the Customer's Generating Facility, the Utility would generate itself or purchase from another source.
- c. **Customer** – Any entity interconnected to the Utility's distribution system for the purpose of receiving retail electric power service from the Utility's distribution system.
- d. **Customer Generator** – The owner or operator of a generating facility which:
 - i. is powered by a renewable energy resource;
 - ii. is located on a premises owned, operated, leased or otherwise controlled by the Customer Generator;
 - iii. is interconnected and operates in parallel phase and synchronization with an affected utility and is in compliance with the standards established by the affected utility;
 - iv. is intended primarily to offset part or all of the Customer Generator's own electrical energy requirements;
 - v. contains a mechanism, approved by the utility, that automatically disables the unit and interrupts the flow of electricity back onto the supplier's electricity lines in the event that service to the Customer Generator is interrupted.
- e. **Distribution System** – The Utility's facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances and from the Utility's Wholesale supplier(s).
- f. **Force Majeure** – A Force Majeure event shall mean "any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control". A Force Majeure event does not include an act of negligence or intentional wrongdoing.
- g. **Generating Facility** – For purposes of this Standard, the customer's device for the conversion of renewable generation like bio fuel, hydro, wind or solar energy to electricity, as identified in

the Interconnection Application and able to be certified as a Qualifying Facility under the definitions in The Public Utility Regulatory Policies Act (PURPA, Pub. L. 95-617, 92 Stat. 3117, enacted November 9, 1978) is a United States Act passed as part of the National Energy Act and as amended.

- h. **Good Utility Practice** – Any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.
- i. **Governmental Authority** – Any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the Customer or any affiliate thereof.
- j. **Interconnection Application** – The Customer's request to interconnect a new Generating Facility, or to increase the capacity of, or make a material modification to the operating characteristics of an existing Generating Facility that is interconnected with the Utility's electrical system.
- k. **Interconnection Standard** – Any reference to Interconnection Standard shall mean all the provisions, forms and related documents described in the collective parts of this document, the Interconnection Standards for Parallel Installation and Operation of Customer-Owned Renewable Electric Generating Facilities having a name plate rated capacity of 25 kW or less, (small) and greater than 25 kW (Large) as of the date adopted and printed on the cover page.
- l. **Qualifying Facility** – A *generation* facility that is a Qualifying Facility under 18 CFR Part 292, Subpart B, and is proposed to be used by an interconnection customer to generate electricity that operates in parallel with the electric distribution system or local electric power system. Qualifying Facilities that are not Generating Facilities under subparagraph "g" above may qualify for interconnection with the Utility under provisions of the Public Utilities Regulatory Policies Act (PURPA), but the terms and conditions of interconnection shall be determined on a case-by-case basis.
- m. **Reasonable Efforts** – With respect to an action required to be attempted or taken by a Party under the Interconnection Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.
- n. **System Average Energy Cost** – The current average cost of fuel and purchased energy for the billing period as determined by the Utility.
- o. **System Upgrades** – The additions, modifications, and upgrades to the Utility's Distribution System at or beyond the point of interconnection to facilitate interconnection of the Generating Facility and render the transmission service necessary to effect the Interconnection Customer's wholesale sale of electricity in interstate commerce. Distribution upgrades do not include Interconnection Facilities.

3. ELIGIBILITY:

- a. Interconnection to the electric system shall be granted only to new or existing customers in good standing under the Utility's electric service schedules. The Interconnection Agreement

shall be between the Customer who owns a Qualifying Generator hereafter called a Customer Owned Generator (COG) and the Utility (Utility) and the Utility's full requirements Electric Wholesale Supplier (EWS).

- b. The Interconnection Standards for Small Customer Owned Renewable Electric Generating Facilities apply to a customer-owned Generating Facility with rated output 25 kilowatts (kW) or less. Eligibility of generation with rated output of greater than 25 kW will be determined on a case-by-case basis regarding voltage level of connection, metering and purchase of output. However, a similar Facilities Interconnection Agreement will also apply.

4. REQUEST:

A Customer desiring to interconnect a qualifying generation facility must complete and return to the City an *Application for Interconnection* (Document A) with payment of the applicable application fee. The application fee for 25 kW (DC rated generators) and under is \$250. The application for over 25 kW DC is \$500. The Utility and the EWS may require additional details or clarifications as needed to properly evaluate the application.

The City requires, on behalf of its EWS, that the customer provide the capability to deliver hourly gross generator output (net of any generator auxiliary usage) to the EWS. The Customer has 2 options:

1. Provide electronic access to the generator Inverter in a format acceptable to the EWS or
2. Install a 200 amp meter socket that meets the EWS specification between the Inverter and the A/C connection to the customer's load panel.

5. SYSTEM EFFECTS:

The Utility and the EWS will analyze the overall impact of the proposed generating facility on the transmission and distribution system. Such analyses will be based on Good Utility Practice to determine thermal effects, voltage fluctuations, power quality, system stability, etc.

6. SYSTEM UPGRADES:

As a result of the above analysis, the Utility and the EWS will provide the Customer with a cost estimate and projected timeframe for any system upgrades that may be necessary to accommodate the generating facility (Document B).

7. AGREEMENT:

Once the Customer, the Utility and EWS have identified and mutually agreed upon the scope of the overall project including the generating facility, system upgrades and estimated costs, the Customer and the Utility shall execute the attached document entitled *Customer-Owned Generation Interconnection Agreement*.

8. CODES AND PERMITS:

- a. The Customer shall be responsible for procuring all building, operating and environmental permits that are required by any Governmental Authority having jurisdiction for the type of generating facility and for the necessary ancillary structures to be installed.
- b. The equipment shall meet the standards listed in the attached document entitled "National Certification Codes and Standards".
- c. The construction and facilities shall meet all applicable building and electrical codes.

9. CERTIFICATE OF COMPLETION:

Upon completion of the generating facility and prior to normal operation, the Customer shall provide a signed copy of the attached document entitled *Certificate of Completion* (Document C).

10. NORMAL OPERATION:

The Customer may begin normal operation of the generating facility upon completion of all documentation and receipt of written approval from the Utility and the EWS.

Part 2. TECHNICAL REQUIREMENTS

1. CHARACTER OF SERVICE:

The electrical service shall be 60 cycle per second alternating current (AC) at supply voltages and number of phases that apply under the Utility's rate schedules and the Electric Wholesale Metering requirements.

2. CODE REQUIREMENTS:

The Generating Facility shall meet all requirements established by the National Electrical Code (NEC), National Electrical Safety Code (NESC), Institute of Electrical and Electronics Engineers (IEEE), Underwriters Laboratories (UL), and Occupational Safety and Health Administration. Specific codes are listed in Section 7 of this Part 2, below as "National Certification Codes and Standards". In addition, Manufacturer's Ownership, Operating and Maintenance Manuals shall be reviewed and accepted by both parties prior to beginning operation.

3. GENERATING FACILITY CONTROL AND OPERATION:

The control system of the Generating Facility shall comply with the IEEE specifications and standards for parallel operation with the Utility and Wholesale Supplier and in particular as follows:

- a. Power output control system shall automatically disconnect from Utility source upon loss of Utility voltage and not reconnect until Utility voltage has been restored by the Utility.
- b. Power output control system shall automatically disconnect from Utility source if Utility or customer-owned generation voltage fluctuates beyond plus or minus 10% (ten percent).
- c. Power output control system shall automatically disconnect from Utility if frequency fluctuates plus or minus 2 cycles (Hertz).
- d. Inverter output distortion shall meet IEEE requirements.
- e. The Generating Facility shall meet the applicable IEEE standards concerning impacts to the Distribution System with regard to harmonic distortion, voltage flicker, power factor, direct current injection and electromagnetic interference.

4. FAULT CURRENT CONTRIBUTION

The Generating Facility shall be equipped with protective equipment designed to automatically disconnect during fault current conditions and remain disconnected until the voltage and frequency have stabilized.

5. RECLOSING COORDINATION

The Generating Facility shall be coordinated with the Distribution System reclosing devices by disconnecting from the system during the initial de-energized operation and shall remain disconnected until the voltage and frequency have stabilized.

6. DISCONNECT DEVICE:

A safety disconnect switch shall be installed that is visible to and readily accessible by Utility personnel. The switch shall be capable of being locked in the open position and shall prevent the generator from supplying power to the distribution system.

7. STANDARDS FOR INTERCONNECTION, SAFETY, AND OPERATING RELIABILITY

The interconnection of a Customer-Owned Generating Facility and associated interconnection equipment to the Utility's Distribution Facilities shall meet the applicable provisions of the following publications:

- a. ANSI/IEEE1547-2003 Standard for Interconnecting Distributed Resources with Electric Power Systems (including use of IEEE 1547.1 testing protocols to establish conformity). The following standards shall be used as guidance in applying IEEE 1547:
 - i. IEEE Std 519-1992, IEEE Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems
 - ii. IEC/TR3 61000-3-7 Assessment of emission limits for fluctuating loads in MV and HV power systems
- b. Nebraska Electric Safety Code, as applicable
- c. ANSI/NFPA 70 (2008), National Electrical Code
- d. OSHA (29 CFR § 1910.269)
- e. Southwest Power Pool (SPP) Criteria, Business Practices and Protocols

Customer-Owned Generation FACILITIES INTERCONNECTION AGREEMENT

This Agreement, ("**Agreement**") is entered into by and between the City of Broken Bow, Nebraska and _____, ("**Customer**"). Customer and City are referenced in this Agreement collectively as "**Parties**" and individually as "**Party**."

Recitals

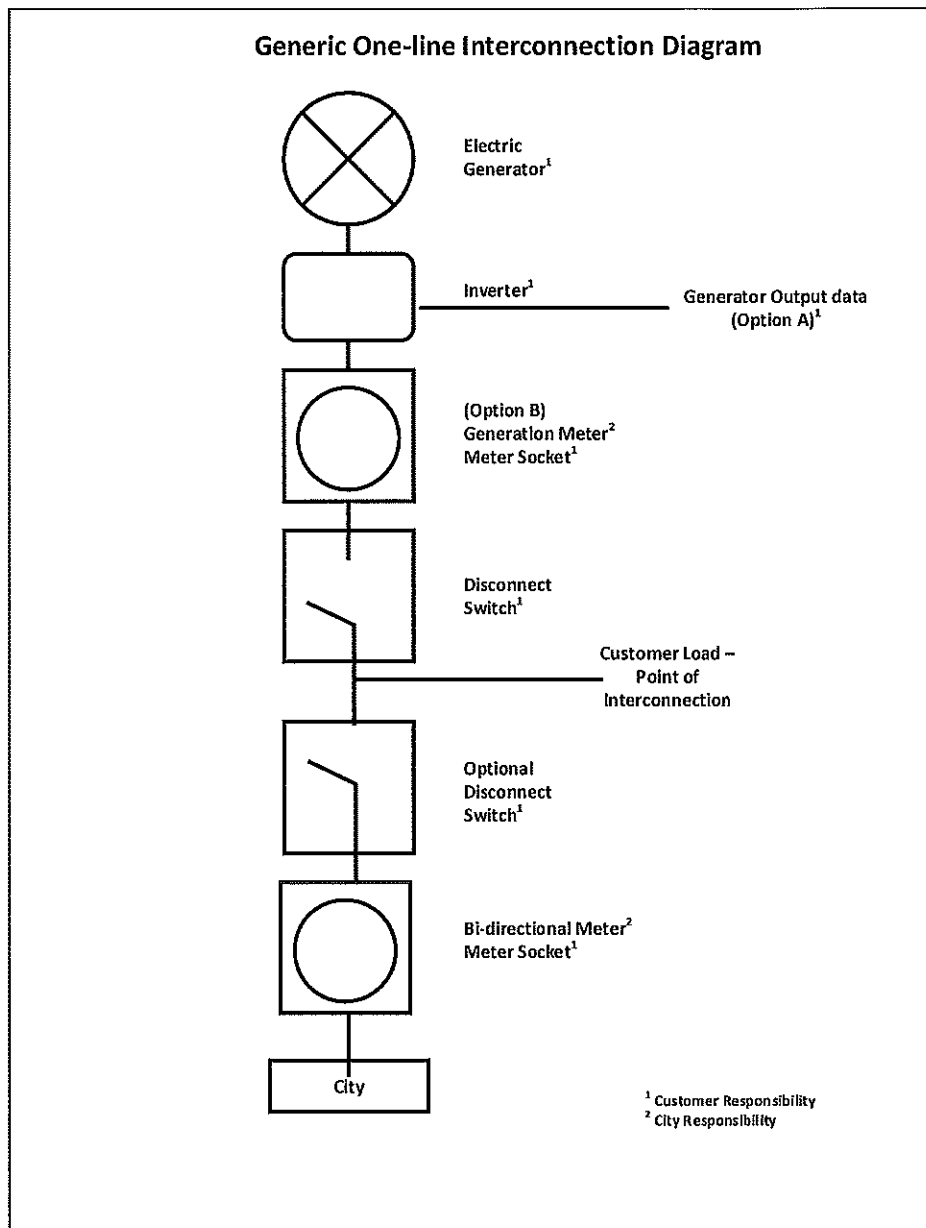
WHEREAS, City is a publicly-owned electric utility engaged in the retail sale of electricity in the state of Nebraska.

WHEREAS, Customer owns or desires to install, own and operate an electric Generating Facility that qualifies as a Qualifying Facility under the City's ***Policy and Guidelines for Interconnection for Parallel Installation and Operation*** (adopted _____ date) and as allowed by Federal and Nebraska law;

Agreement

NOW, THEREFORE, in consideration of the covenants and promises herein, the Parties mutually agree as follows:

1. **SCOPE OF AGREEMENT**
This Agreement governs the terms and conditions under which the Customer's Generating Facility will interconnect with, and operate in parallel with, the City's electrical system.
2. **PARALLEL OPERATION**
Customer shall not commence parallel operation of the generating facility until written approval of the interconnection facilities has been given by City. Such approval shall not be unreasonably withheld. City shall have the right to have representatives present at the initial testing of Customer's protective apparatus and receive a copy of the inspection from the State Electrical Division pursuant to Nebraska law.
3. **INTERCONNECTION COSTS**
The City has estimated the costs, including overheads, for the purchase and construction of necessary System Upgrades to its Distribution System and has provided a detailed itemization of such costs on the attached document entitled "System Upgrade Estimated Costs". The Customer agrees to pay the costs upon receipt of the City's invoice within the timeframe indicated on the invoice. The diagram below shows the interconnection and metering requirements, ownership and responsibilities of the Parties.



4. **BILLING OF NET EXCESS ENERGY**

Nebraska Revised Statute §70-2001-2005 as may be amended provides among other things the following rule for compensation (70-2002. Terms Defined):

(6) Net metering means a system of metering electricity in which a local distribution utility:

(a) Credits a Customer Generator at the applicable retail rate for each kilowatt-hour produced by a Qualified Facility during a billing period up to the total of the Customer Generator's electricity requirements during that billing period. A Customer Generator may be charged a minimum monthly fee that is the same as other noncustomer-generators in the same rate class.

(b) Compensates the Customer Generator for net excess generation during the billing period at a rate equal to the local distribution utility's avoided cost of electric supply over the billing period. The monetary credits shall be

applied to the bills of the Customer Generator for the preceding billing period and shall offset the cost of energy owed by the Customer Generator. If the energy portion of the Customer Generator's bill is less than zero in any month, monetary credits shall be carried over to future bills of the Customer Generator until the balance is zero. At the end of each annualized period, any excess monetary credits shall be paid out to coincide with the final bill of that period.

The Wholesale Electric Supplier for the City is the Municipal Energy Agency of Nebraska (MEAN). MEAN's avoided cost that changes annually will be used to determine the monetary credits of the Customers net excess energy month to month.

The net excess kWh will be multiplied by a factor of 1.09 representing the average secondary loss factor. If the Customer generator is metered at the Primary voltage level the net excess kWh will be multiplied by a factor of 1.06.

5. INTERRUPTION OR REDUCTION OF DELIVERIES

City may require Customer to interrupt or reduce deliveries and/or automatically isolate the facility from the electrical system when the City determines, in its sole discretion, that curtailment, interruption or reduction is necessary because of personnel safety, emergencies, Force Majeure or compliance with good utility practices.

6. ADVERSE OPERATING EFFECTS

The interconnection of the customer-owned generation shall not reduce the reliability and quality of the distribution system. This includes, but is not limited to high levels of harmonics, abnormal voltage fluctuations and excessive frequency deviations. The City shall notify the Customer as soon as practicable if, based on Good Utility Practice, operation of the Generating Facility may cause disruption or deterioration of service to other customers served from the same electric system, or if operating the Generating Facility could cause damage to the City's distribution system. If, after notice, the Customer fails to remedy the adverse operating effect within a reasonable time, the City may disconnect the Generating Facility. The City shall provide the Customer with notice of such disconnection as provided in the City's Service Policies.

7. ACCESS TO PREMISES

City shall have access to the Customer's premises or property.

8. INDEMNITY AND LIABILITY

The Parties shall at all times indemnify, defend, and hold the other Party and the directors, officers, employees and agents for said Party, harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or failure to meet its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

9. CONSEQUENTIAL DAMAGES

Other than as expressly provided for in this Agreement, neither Party shall be liable under any provision of this Agreement for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary

equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

10. GOVERNING LAW

This Agreement shall be interpreted and governed under the laws of the State of Nebraska.

11. DOCUMENTS

The Agreement includes the following documents, which are attached and incorporated by reference:

- A. Application for Interconnection
- B. System Upgrade Estimated Costs
- C. Certificate of Completion

12. NOTICES

All written notices shall be directed as follows:

CITY: **City of Broken Bow Nebraska**
314 South 10th Ave
Broken Bow, NE 68822

CUSTOMER: Name _____
Address _____
City _____

13. TERM OF AGREEMENT

This Agreement shall be in effect when signed by the Customer and City and shall remain in effect thereafter month to month unless terminated by either Party on thirty (30) days prior written notice and in accordance with the Service Policies.

IN WITNESS WHEREOF, the Parties hereto have caused two originals of the Agreement to be executed by their duly authorized representatives.

This Agreement is effective as of the last date set forth below.

(CUSTOMER)

City of Broken Bow, Nebraska

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

Document A
Application for Interconnection

Page 1 of 2

This Application is considered complete when it provides all applicable and correct information required below. Additional information or clarification to evaluate the Application may be requested by the City.

Processing Fee

A non-refundable processing fee of \$250 must accompany this Application for 25kW DC and less generators. The fee is \$500 for over 25 kW DC generators.

Customer

Name: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

Contact (if different from Customer)

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

Owner of the facility: _____

Generating Facility Information

Location (if different from above): _____

Local Electric Utility: _____

Account Number: _____

Inverter Manufacturer: _____

Model: _____

Nameplate Rating: (kW) _____ (kVA) _____

(AC Volts) Single Phase _____ Three Phase _____

System Design Capacity: _____ (kW) _____ (kVA)

Prime Mover: Photovoltaic ☐ Reciprocating Engine ☐ Fuel Cell ☐
 Turbine ☐ Other _____

Energy Source: Solar ☐ Wind ☐ Hydro ☐ Methane ☐ Biomass ☐
Geo Thermal ☐ Hydro Power ☐
Other (describe) (Diesel, Natural Gas, Fuel Oil) _____

Is the equipment UL1741 Listed? Yes____ No____

If Yes, attach manufacturer's cut-sheet showing UL1741 listing

Estimated Installation Date: _____ Estimated In-Service Date: _____

List components of the Small Generating Facility equipment package that are currently certified:

Equipment Type	Certifying Entity
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

The City requires, on behalf of its EWS, that the customer provide the capability to deliver hourly gross generator output (net of any generator auxiliary usage) to the EWS. Pick one of the options:

1. ☐ Provide electronic access to the generator Inverter in a format acceptable to the EWS
or
☐ Install a 200 amp meter socket that meets the EWS specification between the Inverter and the A/C connection to the customer's load panel.

Customer Signature

I hereby certify that, to the best of my knowledge, the information provided in this Application is true. I agree to abide by the terms and conditions of the City's Interconnection Standard and will return the Certificate of Completion when the Generating Facility has been installed.

Signed: _____

Title: _____ Date: _____

Contingent Approval to Interconnect the Generating Facility

Interconnection of the Generating Facility is approved contingent upon the terms and conditions of the City's Interconnection Standard Inspection and upon return of the Certificate of Completion.

City Signature: _____

Title: _____ Date: _____

Document B
System Upgrade Estimated Cost

System Upgrade(s) Required	Cost Estimate
Total:	

Document C
Certificate of Completion

Page 1 of 2

Is the Generating Facility installed, tested and ready for operation? Yes____ No____

Customer: _____

Contact Person: _____

Address: _____

Location of the Generating Facility (if different from above):

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

Local Electric Utility

Name: _Broken Bow Municipal Utilities

Address: 314 South 101th Ave

City: Broken Bow State: Nebraska Zip Code: 68822

Telephone (Day): 308-872-6884

Date Approval to Install Facility granted by the City: _____

Inspection:

The Generating Facility has been installed and inspected in compliance with the local building and electrical codes of _____

Signed (Local electrical wiring inspector, or attach signed electrical inspection):

Print Name: _____

Date: _____

As a condition of interconnection, you are required to send/fax a copy of this form along with a copy of the signed electrical permit to:

Name: _____

Company: _____

Address: _____

City, State, ZIP: _____

Fax: _____ E-Mail Address: _____

Document C
Certificate of Completion
Page 2 of 2

Approval to Energize the Renewable Generating Facility
Energizing the Generating Facility is approved:

City Signature: _____

Title: _____ Date: _____

RESOLUTION 2016-67

**RESOLUTION AUTHORIZING PAYMENT #14 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. 14 for work performed for 70% completed work of Zoning and Subdivision Update on the Broken Bow Comprehensive Plan and Zoning/Subdivision Regulations completed through October 21, 2016.

WHEREAS, JEO Consulting Group, Inc. is entitled to Payment in the amount of \$1,560.00 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. \$1,560.00.

PASSED AND APPROVED this 8th day of November, 2016.

Cecil Burt, Mayor

ATTEST:

Stephanie M. Wright, City Clerk

(S E A L)



ENGINEERING ■ ARCHITECTURE ■ SURVEYING ■ PLANNING

Invoice

October 28, 2016
Project No: R111076.00
Invoice No: 92355
Invoice Amount: 1,560.00

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 October 21, 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	\$3,750.00	0.00
Zoning and Subdivision Update	\$7,800.00	70 %	\$5,460.00	\$3,900.00	\$1,560.00
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		\$37,085.00	\$35,525.00	\$1,560.00
Total Amount Due Upon Receipt					\$1,560.00



MONTHLY PROGRESS REPORT BROKEN BOW COMPREHENSIVE PLAN

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

Through the Period of October 21, 2016

1. **Overall Project and Budget Status:**
 - Project Completion: 90% Budget: 83%
2. **Work completed during current period (Sep 26 – Oct 21)**
 - Zoning Ordinance Edits
 - Presentation of draft zoning ordinance to Planning Commission
3. **Planned accomplishment for next period (Oct 24 – Nov 18)**
 - Complete Vision Implementation Plan draft
 - Submit 90% QA/QC review
 - Finalize document into InDesign format
 - Finalize zoning ordinance
 - Develop draft zoning map
4. **City Action items:**
 - Review and markup of drafted zoning regulations
5. **Project schedule:**
 - Delayed-- on pace for November draft submission of Comprehensive Plan and Zoning Ordinance