

CITY OF BROKEN BOW
CITY COUNCIL AGENDA
May 9th, 2017 @ 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 May 9th, 2017, which will include the following:

- a. Approval of Minutes of April 25th, 2017 Council Meeting [Hyperlink](#)
- b. Approval of Bills as Posted [Hyperlink](#)

E. Other Communication:

- a. Police Week Proclamation [Hyperlink](#)
- b. Engineer Update [Hyperlink](#)
- c. Discussion of Lowering Speed Limits on the West Part of Highway 2

F. Old Business:

- a. **Public Hearing on Ordinance 1161 – Alcohol Consumption on Public Property** – May or may not vote to open a public hearing on Ordinance 1161, Alcohol Consumption on Public Property. [Hyperlink](#)
- b. **Waive Two Readings – Ordinance 1161** – May or may not vote to waive the two readings of Ordinance 1161, Alcohol Consumption on Public Property.
- c. **Ordinance 1161 – Alcohol Consumption on Public Property**– May or may not vote to approve Ordinance 1161, Alcohol Consumption on Public Property. [Hyperlink](#)

G. New Business:

- a. **Reappointment to Board** – May or may not vote to approve the reappointment of Jess Taylor to the Board of Public Works for a 3 year term.
- b. **Resolution 2017-24 – NDEQ** – May or may not vote to approve payment to JEO Consulting Inc. in the amount of \$800.00 for work completed on the CP Landfill NDEQ Financial Submittal through April 14, 2017. [Hyperlink](#)
- c. **Resolution 2017-25 – Employee Handbook Amendment** – May or may not vote to approve the amendments to the employee handbook.

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- d. Resolution 2017-26 – Library Project** – May or may not vote to approve payment #1 to Chief Construction Company in the amount of \$83,374.40 for work completed on the Broken Bow Library Project through April 30, 2017. [Hyperlink](#)
- e. Resolution 2017-27 – Lot Surplus and Bid Advertisement** – May or may not vote to surplus property at 503 North C Street and advertise for bids for the purchase of the property. [Hyperlink](#)
- f. Resolution 2017-28 – Underground Irrigation Bids** – May or may not vote to advertise for bids for underground irrigation on 3 CEDC properties as part of the community match for NIFA. [Hyperlink](#)
- g. Resolution 2017-29 – Bricks Surplus and Bid Advertisement** – May or may not vote to surplus the bricks from the 2014 Downtown Improvement Project and advertise for bids for the purchase of the bricks. [Hyperlink](#)
- h. Public Hearing on Ordinance 1162 – One Way Alley** – May or may not vote to open a public hearing on Ordinance 1162 regarding a one way alley east of South 8th Avenue. [Hyperlink](#)
- i. Waive Three Readings of Ordinance 1162** – May or may not vote to waive the three readings of Ordinance 1162.
- j. Ordinance 1162 – One Way Alley** – May or may not vote to approve Ordinance 1162, One Way Alley. [Hyperlink](#)
- k. Public Hearing on Ordinance 1163 – Rates with Ratchet Clause** – May or may not vote to open a public hearing on Ordinance 1163 regarding rates with a ratchet clause. [Hyperlink](#)
- l. Waive Three Readings of Ordinance 1163** – May or may not vote to waive the three readings of Ordinance 1163.
- m. Ordinance 1163 – Rates with Ratchet Clause** – May or may not vote to approve Ordinance 1163, Rates with Ratchet Clause. [Hyperlink](#)
- n. Playground Equipment for Indian Hills** – May or may not vote to approve the playground equipment for Indian Hills. [Hyperlink](#)
- o. Amendment to Fire Station Agreement** – May or may not vote to approve the amendments to the Fire Station Agreement with the Rural Fire District. [Hyperlink](#)

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

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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. The Mayor and Council will listen to comments but will not take action at this meeting. In order to assure appropriate communication, persons are asked to limit any comments to five minutes.

J. Closed Session – May or may not vote to enter closed session for the purpose of discussing strategy with respect to collective bargaining.

K. Adjournment

Upcoming Events

❖ **May 22nd** – Board of Public Works Meeting at 12:30 p.m. @ Municipal Building

The next City Council Meeting will be on May 23rd, 2017 @ 12:00 pm.

The Council will review the above matters and take such action as they deem appropriate. The Council may enter into closed session to discuss any matter on this agenda when it is determined by the council that it is clearly necessary for protection of the public interest or the prevention of needless injury to the reputation of any individual and if such individual has not requested a public meeting, or as otherwise allowed by law. Any closed session shall be limited to the subject matter for which the closed session was classed. If the motion to close passes, immediately prior to the closed session the Mayor shall restate on the record the limitation of the subject matter of the closed session.

Broken Bow City Council
Meeting Minutes
April 25th, 2017

The Broken Bow City Council met in regular session on Tuesday, April 25th, 2017. Notice of the meeting was given in advance thereof as required by law by publication in the Custer County Chief on April 20th, 2017. 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: Sonnichsen, Neth, Myers, and Holcomb. Absent: None. Following the pledge of allegiance, Mayor Burt announced the availability of the open meetings law.

Moved by Sonnichsen, seconded by Neth, to approve the consent agenda for April 25th, 2017. Said motion includes approval of Minutes of the April 11th Workshop, Minutes of the April 11th Council Meeting and Bills to Date. Roll call vote: Voting aye: Neth, Holcomb, Myers, and Sonnichsen. Nays: None. Motion carried.

Aflac, insurance, 895.07, 146.75, 287.82; Ag Land ATV, annual service, 133.14; Arrow Seed, supplies, 12.99; Baxter Welding, supplies, 2.46; Bloomberg Businessweek, book, 90.00; Bon Tool Co., supply, 103.92; Bound Tree Medical, EMS supplies, 169.99; Broken Bow Mun Utilities, fuel, 2,389.21; CEDC, glasses, 150.00; Cardmember Services, conferences, 1,341.78; Central I.T., LLC, surge protectors, 228.00; Century Link, telephone, 139.47; City Flex Benefit Plan, flex plan 130.21, 200.00; City of Broken Bow – Health Insurance, insurance, 3,599.56; City of Broken Bow Pension Fund, pension, 1,898.17, 6,221.90; Creative Signs, library sign, 400.00; Custer County Chief, publication, 796.31; DEMCO, materials, 891.75; Display Sales, flags, 1,465.00; Dollar General-Regions 410526, pop, 30.50; EFTPS Online Payment, payroll, 1,921.60, 6,527.91, 8,216.58; Electrical Engineering & Equipment, lights, 347.75; Family Heritage, insurance, 56.00; Fireguard, gear, 330.30; Fyr-Tek, repairs, 312.75; Great Plains Communications, internet, 425.00; Hometown Leasing, copier lease, 200.17; Ingram Library Supplies, materials, 1,981.72; Insurance Aid Services, ambulance billing, 1,242.44; Joe Franssen, keypad, 130.54; Kim Blackburn, mileage, 73.83; Kirkpatrick Cleaning Solutions, supplies, 703.71; Laurie French, pool training, 74.90; Matheson Tri-Gas, Inc, oxygen, 41.62; Mead Lumber, supplies, 840.73; Municipal Emergency Services, tags, 70.83; Nebraska Child Support Payment Center, child support, 629.65; Nebraska Dept. of Environmental Quality, CD Cell License, 250.00; OSA/Computers Plus, supplies, 134.37, 24.99; Obrien's True Value, supplies, 179.95; Omaha State Bank, HSA, 318.75; Prachts Ace Hardware, supplies, 6.00; Presto X Company, monthly service, 44.80; Pristine Cleaning, LLC, cleaning, 375.00; Ranchland Ford, ambulance, 141.26; Sargent Pipe Co, tube, 189.60; Shopko Store, propane, 54.99; Sport Videos, video books, 92.00; State Income Tax WH NE Online Payment, payroll, 2,313.79; State of Nebraska, Keno taxes, 1,334.00; Trotter Service, propane, 62.00; Verizon Wireless, telephone, 30.02; Woods & Aitken, LLP, legal fees, 313.50; Bi-Weekly Payroll, payroll, 46,636.59; Total Bills = 98,353.64.

Parks Superintendent Dan Anderson presented a plaque to Mayor Burt that was received by the City from the Arbor Day Foundation for being a Tree City USA for 40 years.

Mayor Cecil Burt read a proclamation to proclaim April 28th, 2017 as Arbor Day 2017.

Sarah Dowdy from the Insurance Center spoke about the possibility of making the alley on the east side of the square a one way alley because they plan to add a drive up window for Security State Bank. The one way would preferably be from south to north. Several of the neighbors have been contacted and they

are concerned about having the access to load and unload in the alley. An ordinance will be placed on the next agenda for the one way alley.

Assessments for 5th Avenue and the Downtown Project were discussed. There will be a workshop meeting on May 9th at 11:00 a.m. to figure out the details of the assessments.

Moved by Myers, seconded by Holcomb, to approve the use of the Melham Complex for the Run/Walk/bike event to be held on July 8th, 2017. Roll call vote: Voting aye: Myers, Holcomb, Neth, and Sonnichsen. Nays: None. Motion carried.

Moved by Neth, seconded by Sonnichsen, to approve closing North C Street from North 5th Avenue to North 7th Avenue on May 11th, 2017 from 8:00 a.m. to 8:00 p.m. for a district track meet. Roll call vote: Voting aye: Sonnichsen, Neth, Myers, and Holcomb. Nays: None. Motion carried.

Moved by Holcomb, seconded by Sonnichsen, to approve Resolution 2017-22. Said resolution approves payment #8 to JEO Consulting Group, Inc. in the amount of \$3,751.00 for work completed on the Library Design Services through March 31, 2017. Roll call vote: Voting aye: Sonnichsen, Neth, and Holcomb. Nays: None. Abstain: Myers. Motion carried.

Moved by Sonnichsen, seconded by Neth, to approve Resolution 2017-23. Said resolution approves payment #26 to JEO Consulting Group, Inc. in the amount of \$7,789.50 for work completed on the Broken Bow 2015 Downtown Improvements through April 7, 2017. Roll call vote: Voting aye: Sonnichsen, Neth, and Holcomb. Nays: None. Abstain: Myers. Motion carried.

Mayor Burt opened the floor for comments from the Mayor and Councilmembers concerning City Departments. Councilmember Sonnichsen reported that he attended the landfill meeting in Lexington, and they are going to build a new cell that will last for approximately 35 years.

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

Moved by Sonnichsen, seconded by Myers, to enter closed session at 12:53 p.m. for the purpose of discussing a potential land acquisition. The City representatives that shall remain present during the closed session including the Mayor and City Council are City Attorney Jason White, City Administrator Brent Clark, and City Clerk Stephanie Wright. Roll call vote: Voting aye: Neth, Sonnichsen, Holcomb, and Myers. Nays: None. Motion carried. Councilman Neth exited at 12:56 p.m.

Moved by Sonnichsen, seconded by Myers, to exit out of closed session at 1:05 p.m. from the purpose of discussing a potential land acquisition. Roll call vote: Voting aye: Holcomb, Myers, and Sonnichsen. Nays: None. Motion carried.

Moved by Sonnichsen, seconded by Holcomb, to adjourn the City Council Meeting at 1:18 p.m. Roll call vote: Voting aye: Sonnichsen, Myers, and Holcomb. 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
Aflac								
24251	5/3/2017	5/3/2017	814.53					Posted
	01-1501.00			PRE TAX AFLAC			814.53	0.00
24252	5/3/2017	5/3/2017	146.75					Posted
	01-1501.00			AFLAC POST TAX			146.75	0.00
Black Hills Energy								
24250	4/28/2017	4/28/2017	821.14					Ck# 788 Printed
	08-3220.00			Utilities-Gas			30.88	0.00
	06-3220.00			Utilities-Gas			102.83	0.00
	04-3220.00			Utilities-Gas			44.07	0.00
	09-3220.00			Utilities-Gas			30.88	0.00
	07-3220.00			Utilities-Gas			259.42	0.00
	02-3220.00			Utilities-Gas			353.06	0.00
							821.14	0.00
Bound Tree Medical								
24294	5/9/2017	5/9/2017	358.15					Posted
	05-3338.00			supplies			358.15	0.00
Broken Bow Chamber of Commerce								
24292	5/9/2017	5/9/2017	915.00					Posted
	05-3334.00			ambulance incentive			915.00	0.00
Broken Bow Municipal Utilities								
24311	5/9/2017	5/9/2017	5,384.91					Posted
	01-3213.00			General - Radio/Weather Station Tower			21.89	0.00
	08-3220.00			Street - Shop Utilities/Trash Removal			1,402.24	0.00
	06-3220.00			Fire - Utilities/Trash Removal			467.41	0.00
	04-3220.00			Police - Utilities/Trash Removal			144.23	0.00
	04-3315.00			Police - Dog Pound Utilities			70.66	0.00
	09-3220.00			Park - Utilities/Trash Removal			1,505.50	0.00
	09-3220.00			Park - Shopt Utilities/Trash Removal			600.96	0.00
	07-3220.00			Library - Utilities/Trash Removal			398.42	0.00
	02-3220.00			Pub Bldg - Utilites/Trash Removal			513.50	0.00
	11-3360.00			Tree Dump - Utilities			34.87	0.00
	10-3220.00			Swim Pool - Utilities/Trash Removal			225.23	0.00
							5,384.91	0.00
Capitol One Bank								
24306	5/9/2017	5/9/2017	1,411.86					Posted
	04-3313.00			LECC Registration 401			130.00	0.00
	04-3221.00			website fee			9.95	0.00
	04-3411.00			domain name renewal			675.97	0.00
	04-3410.00			typewriter			475.55	0.00
	04-3205.00			401 lunch for meeting			7.71	0.00
	04-3312.00			Jacket for 407			55.08	0.00
	04-3414.00			Demo Gun			57.60	0.00
							1,411.86	0.00
Card Services								
24302	5/9/2017	5/9/2017	18.97					Posted
	09-3310.00			innertube and supplies			18.97	0.00
Carquest of Broken Bow								
24316	5/9/2017	5/9/2017	57.17					Posted
	08-3310.00			bit, chlorinated brake cleaner			57.17	0.00
Central Fire and Safety								
24296	5/9/2017	5/9/2017	245.00					Posted
	06-3310.01			yearly maint of fire extinguisher			245.00	0.00
Central Ne Medical Clinic								
24313	5/9/2017	5/9/2017	165.00					Posted
	08-3222.00			drug testing			110.00	0.00
	09-3222.00			drug testing			55.00	0.00
							165.00	0.00
Chief Law Enforcement Supply								
24307	5/9/2017	5/9/2017	573.70					Posted
	04-3312.00			uniforms			573.70	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>
City Flex Benefit Plan (continued)								
24253	5/3/2017	5/3/2017	130.21					Posted
	01-1501.00			SELECT FLEX-UNREIMBURSED M/D/V			130.21	0.00
City of Broken Bow - Health Insurance								
24249	4/26/2017	4/26/2017	26,170.72					Ck# 787 Printed
	01-1501.00			BBHA Health Insurance			5,001.68	0.00
	01-3104.00			Health Insurance			2,956.73	0.00
	08-3104.00			Health Insurance			5,760.53	0.00
	06-3104.00			Health Insurance			772.42	0.00
	04-3104.00			Health Insurance			6,356.31	0.00
	05-3104.00			Health Insurance			772.43	0.00
	09-3104.00			Health Insurance			1,450.94	0.00
	07-3104.00			Health Insurance			1,554.83	0.00
	03-3104.00			Health Insurance			1,544.85	0.00
							26,170.72	0.00
24263	5/3/2017	5/3/2017	3,383.63					Posted
	01-1501.00			HEALTH INSURANCE			3,383.63	0.00
City of Broken Bow Pension Fund								
24254	5/3/2017	5/3/2017	2,045.12					Posted
	01-1513.00			PENSION/401K LOAN PAYMENT			2,045.12	0.00
24255	5/3/2017	5/3/2017	9,227.82					Posted
	01-1502.00			PENSION/401K NEW			9,227.82	0.00
24264	5/4/2017	5/4/2017	101.58					Posted
	01-1502.00			PENSION/401K NEW			101.58	0.00
24269	5/4/2017	5/4/2017	1,168.78					Ck# 795 Printed
	01-1502.00			Liability - BBHA			1,168.78	0.00
Colonial Research Chem Corp								
24301	5/9/2017	5/9/2017	575.60					Posted
	09-3339.00			weed spray and urinal screens			575.60	0.00
Custer Public Power								
24270	5/4/2017	5/4/2017	59.79					Ck# 796 Printed
	11-3416.00			CD Cell Power			59.79	0.00
Danko Emergency Equipment Co								
24297	5/9/2017	5/9/2017	874.74					Posted
	06-3410.00			blue fire hoses			233.21	0.00
	06-3410.00			low level strainer			641.53	0.00
							874.74	0.00
Deb's Embroidery Shop								
24312	5/9/2017	5/9/2017	81.73					Posted
	08-3410.01			hat logos			38.46	0.00
	05-3361.00			hat logos			9.62	0.00
	09-3410.01			hat logos			19.23	0.00
	11-3223.00			hat logos			14.42	0.00
							81.73	0.00
EFTPS Online Payment								
24259	5/3/2017	5/3/2017	2,734.74					Ck# 789 Printed
	01-1500.00			MEDICARE			2,734.74	0.00
24260	5/3/2017	5/3/2017	11,351.79					Ck# 789 Printed
	01-1500.00			FEDERAL MARRIED			8,203.51	0.00
	01-1500.00			FEDERAL SINGLE			3,148.28	0.00
							11,351.79	0.00
24261	5/3/2017	5/3/2017	11,693.16					Ck# 789 Printed
	01-1500.00			SOCIAL SECURITY			11,693.16	0.00
24265	5/4/2017	5/4/2017	26.78					Ck# 793 Printed
	01-1500.00			MEDICARE			26.78	0.00
24266	5/4/2017	5/4/2017	76.34					Ck# 793 Printed
	01-1500.00			FEDERAL SINGLE			76.34	0.00
24267	5/4/2017	5/4/2017	114.52					Ck# 793 Printed
	01-1500.00			SOCIAL SECURITY			114.52	0.00
EMC Insurance								
24287	5/9/2017	5/9/2017	2,500.00					Posted
	01-3214.00			Deductible for Linebacker insurance-legal			2,500.00	0.00

Accounts Payable Detail Listing

City of Broken Bow

Vend# Vendor Name

<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>
	<u>Account#</u>	<u>Work Order</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>
Electrical Engineering & Equipment (continued)								
24298	5/9/2017	5/9/2017	347.75					Posted
	09-3339.00			LED lights Melham sign			347.75	0.00
Evans Feed Co.								
24284	5/9/2017	5/9/2017	41.73					Posted
	09-3430.00			fish food			41.73	0.00
Family Heritage								
24256	5/3/2017	5/3/2017	56.00					Posted
	01-1501.00			FAMILY HERITAGE			56.00	0.00
Fourth Grade Foresters								
24299	5/9/2017	5/9/2017	113.40					Posted
	09-3353.00			trees			113.40	0.00
Gateway Motors Inc								
24319	5/9/2017	5/9/2017	138.47					Posted
	04-3310.00			repairs to 402 pickup and oil change			138.47	0.00
Great Plains Communications								
24276	5/9/2017	5/9/2017	70.95					Posted
	08-3221.00			Internet			35.48	0.00
	09-3221.00			Internet			35.47	0.00
							70.95	0.00
Hire Right Solutions								
24283	5/9/2017	5/9/2017	259.56					Posted
	01-3222.00			drug testing			259.56	0.00
Holmes Plumbing & Heating								
24285	5/9/2017	5/9/2017	168.02					Posted
	09-3339.00			water pipe			168.02	0.00
ICMA Memberships								
24286	5/9/2017	5/9/2017	960.00					Posted
	01-3206.00			Brents Dues			960.00	0.00
Laurie French								
24314	5/9/2017	5/9/2017	80.00					Posted
	10-3205.00			pool clinic			80.00	0.00
Master Cleaners								
24282	5/9/2017	5/9/2017	91.19					Posted
	02-3223.01			rug cleaning			75.76	0.00
	05-3332.00			laundry			15.43	0.00
							91.19	0.00
Mead Lumber								
24278	5/9/2017	5/9/2017	2,200.04					Posted
	08-3310.00			plywood, saw blades, sand paper, dewalt			1,101.35	0.00
	09-3339.00			fencing for Tyke Arnold field			1,125.63	0.00
	01-3222.00			credit on account			0.00	26.94
							2,226.98	26.94
Mid American Research Chemical								
24290	5/9/2017	5/9/2017	335.54					Posted
	08-3425.00			curb patch			335.54	0.00
Monte Clark								
24295	5/9/2017	5/9/2017	20.00					Posted
	08-3225.00			fuel for #6 for APWA conference			20.00	0.00
Mt. Custer Truck Sales								
24289	5/9/2017	5/9/2017	743.90					Posted
	08-3310.00			fender and bracket kit			743.90	0.00
NMC Exchange LLC								
24275	5/9/2017	5/9/2017	201.38					Posted
	08-3310.00			Filters			201.38	0.00
Ne Mosquito Vector Control								
24288	5/9/2017	5/9/2017	35.00					Posted
	08-3206.00			Summer Workshop for Dave			35.00	0.00

City of Broken Bow

[illegible]

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>
Trotter Service (continued)								
24281	5/9/2017	5/9/2017	1,706.83					Posted
	08-3225.00			propane			18.00	0.00
	06-3310.00			yearly service on 2 pumpers			1,142.83	0.00
	04-3310.00			struts and alignment on 2011 Impala			546.00	0.00
							1,706.83	0.00
Unitech								
24304	5/9/2017	5/9/2017	707.50					Posted
	02-3311.00			stage floor supplies			707.50	0.00
V-Bar Sales & Service								
24280	5/9/2017	5/9/2017	261.55					Posted
	08-3425.00			pipe for US flags Downtown			137.80	0.00
	08-3310.00			metal for #3			123.75	0.00
							261.55	0.00
Varney Healthmart								
24293	5/9/2017	5/9/2017	60.80					Posted
	05-3338.00			thermometer, lense filter			60.80	0.00
Verizon Wireless								
24318	5/9/2017	5/9/2017	132.54					Posted
	04-3221.00			Police Internet for l pads			132.54	0.00
Wenquist Inc.								
24277	5/9/2017	5/9/2017	314.76					Posted
	02-3310.00			lift parts			271.98	0.00
	08-3310.00			seat cover and filter wrench			42.78	0.00
							314.76	0.00

104,072.54 71 Non-voided payables listed.

Report Setup

AP - Accounts Payable Listing : Vendor Name

Filter Options

Starting: 4/26/2017

Ending: 5/9/2017

Banks: All

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

All Vendors Selected

Bi-weekly payroll \$ 65,047.69

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>
General				
Aflac	PRE TAX AFLAC		Health/Life/Acc Insuranc	\$814.53
Aflac	AFLAC POST TAX		Health/Life/Acc Insuranc	\$146.75
Broken Bow Municipal Utilities	utilities		Weather Station Expens	\$21.89
City Flex Benefit Plan	SELECT FLEX-UNREIMBURSED M/D/V		Health/Life/Acc Insuranc	\$130.21
City of Broken Bow - Health Insurance	HEALTH INS		Health/Life/Acc Insuranc	\$3,383.63
City of Broken Bow - Health Insurance	Health Insurance		Health/Life/Acc Insuranc	\$5,001.68
City of Broken Bow - Health Insurance	Health Insurance		Health Insurance	\$2,956.73
City of Broken Bow Pension Fund	PENSION/401K NEW		Pension	\$101.58
City of Broken Bow Pension Fund	PENSION/401K NEW		Pension	\$9,227.82
City of Broken Bow Pension Fund	BBHA Pension		Pension	\$1,168.78
City of Broken Bow Pension Fund	PENSION/401K LOAN PAYMENT		Loan Payment	\$2,045.12
EFTPS Online Payment	MEDICARE		Payroll Taxes	\$2,734.74
EFTPS Online Payment	FEDERAL		Payroll Taxes	\$8,203.51
EFTPS Online Payment	FEDERAL		Payroll Taxes	\$3,148.28
EFTPS Online Payment	FICA		Payroll Taxes	\$11,693.16
EFTPS Online Payment	MEDICARE		Payroll Taxes	\$26.78
EFTPS Online Payment	FEDERAL		Payroll Taxes	\$76.34
EFTPS Online Payment	FICA		Payroll Taxes	\$114.52
EMC Insurance	Deductible for Linebacker insurance-legal c		Legal Fees	\$2,500.00
Family Heritage	FAMILY HERITAGE		Health/Life/Acc Insuranc	\$56.00
Hire Right Solutions	drug testing		Miscellaneous Expense	\$259.56
ICMA Memberships	Brents Dues		Association Dues	\$960.00
Mead Lumber	fencing for Tyke Arnold field, plywood, saw l		Miscellaneous Expense	(\$26.94)
Nebraska Child Support Payment Center	CHILD SUPPORT-NE		Child Support	\$629.65
Omaha State Bank	HSA		Health/Life/Acc Insuranc	\$318.75
Ramada Inn	Hotel Room Steph - Clerk School		Travel & Meeting Expens	\$375.00
State Income Tax WH NE Online Paymer	STATE		Payroll Taxes	\$3,009.63
State Income Tax WH NE Online Paymer	STATE		Payroll Taxes	\$1,008.52
State Income Tax WH NE Online Paymer	STATE		Payroll Taxes	\$22.98
			Total General	\$60,109.20
Municipal Building				
Black Hills Energy	Utilities - Gas		Utilities	\$353.06
Broken Bow Municipal Utilities	utilities		Utilities	\$513.50
Master Cleaners	rug cleaning and laundry		Building Cleaning Suppli	\$75.76
Prachts Ace Hardware			Maintenance & Repair B	\$19.37
Presto X Company	pest control		Maintenance & Repair B	\$96.30
Pristine Cleaning, LLC	cleaning service		Contracted Services	\$375.00
Unitech	stage floor supplies		Maintenance & Repair B	\$707.50
Wenquist Inc.	lift parts, seat cover, filter wrench		Maint/Repair Equipment	\$271.98
			Total Municipal Building	\$2,412.47
Handi Bus				
City of Broken Bow - Health Insurance	Health Insurance		Health Insurance	\$1,544.85
			Total Handi Bus	\$1,544.85
Police				
Black Hills Energy	Utilities - Gas		Utilities	\$44.07
Broken Bow Municipal Utilities	utilities		Utilities	\$144.23
Broken Bow Municipal Utilities	utilities		Dog Care	\$70.66
Capitol One Bank	LECC registration, website fee, domain nar		Travel & Meeting Expens	\$7.71
Capitol One Bank	LECC registration, website fee, domain nar		Telephone/Internet	\$9.95
Capitol One Bank	LECC registration, website fee, domain nar		Uniforms	\$55.08
Capitol One Bank	LECC registration, website fee, domain nar		Training	\$130.00
Capitol One Bank	LECC registration, website fee, domain nar		Equipment Purchases	\$475.55
Capitol One Bank	LECC registration, website fee, domain nar		Computers	\$675.97
Capitol One Bank	LECC registration, website fee, domain nar		Guns	\$57.60
Chief Law Enforcement Supply	uniforms		Uniforms	\$573.70
City of Broken Bow - Health Insurance	Health Insurance		Health Insurance	\$6,356.31
Gateway Motors Inc	repairs to 402 pickup and oil change		Maint/Repair Equipment	\$138.47
Platte Valley Communications	computer repair		Computers	\$296.25
Shopko Store	totes for evidence locker, hangers for unifor		Supplies & Postage	\$115.85
Sleuth Software	annual fee		Computers	\$2,417.00
Steve Scott	postage		Supplies & Postage	\$32.37
Trotter Service			Maint/Repair Equipment	\$546.00
Verizon Wireless	telephone		Telephone/Internet	\$132.54
			Total Police	\$12,279.31
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				
Bound Tree Medical		supplies	Ambulance Supplies	\$358.15
Broken Bow Chamber of Commerce		ambulance incentive	Ambulance Driver Incent	\$915.00
City of Broken Bow - Health Insurance		Health Insurance	Health Insurance	\$772.43
Deb's Embroidery Shop		hat logos	Uniforms	\$9.62
Master Cleaners		rug cleaning and laundry	Laundry	\$15.43
Varney Healthmart		thermometer, lense filter	Ambulance Supplies	\$60.80
			Total Rescue Unit	\$2,131.43
Fire				
Black Hills Energy		Utilities - Gas	Utilities	\$102.83
Broken Bow Municipal Utilities		utilities	Utilities	\$467.41
Central Fire and Safety		yearly maint of fire extinguisher	Main/Rep Equip-Loose E	\$245.00
City of Broken Bow - Health Insurance		Health Insurance	Health Insurance	\$772.42
Danko Emergency Equipment Co		blue fire hoses, low level strainer	Equipment Purchases	\$233.21
Danko Emergency Equipment Co		blue fire hoses, low level strainer	Equipment Purchases	\$641.53
Obrien's True Value		paint	Equipment Purchases	\$10.46
Trotter Service			Maint/Repair Equipment	\$1,142.83
			Total Fire	\$3,615.69
Library				
Black Hills Energy		Utilities - Gas	Utilities	\$259.42
Broken Bow Municipal Utilities		utilities	Utilities	\$398.42
City of Broken Bow - Health Insurance		Health Insurance	Health Insurance	\$1,554.83
			Total Library	\$2,212.67
Street				
Black Hills Energy		Utilities - Gas	Utilities	\$30.88
Broken Bow Municipal Utilities		utilities	Utilities	\$1,402.24
Carquest of Broken Bow		bit, chlorinated brake cleaner	Maint/Repair Equipment	\$57.17
Central Ne Medical Clinic		drug testing	Miscellaneous Expense	\$110.00
City of Broken Bow - Health Insurance		Health Insurance	Health Insurance	\$5,760.53
Deb's Embroidery Shop		hat logos	Safety Equipment	\$38.46
Great Plains Communications		internet	Telephone/Internet	\$35.48
Mead Lumber		fencing for Tyke Arnold field, plywood, saw l	Maint/Repair Equipment	\$1,101.35
Mid American Research Chemical		curb patch	Street Construction	\$335.54
Monte Clark		fuel for #6 for APWA conference	Gas and Oil	\$20.00
Mt. Custer Truck Sales		fender and bracket kit	Maint/Repair Equipment	\$743.90
NMC Exchange LLC		Filters	Maint/Repair Equipment	\$201.38
Ne Mosquito Vector Control		Summer Workshop for Dave	Association Dues	\$35.00
Prachts Ace Hardware			Maint/Repair Equipment	\$78.63
Trotter Service			Gas and Oil	\$18.00
V-Bar Sales & Service			Maint/Repair Equipment	\$123.75
V-Bar Sales & Service			Street Construction	\$137.80
Wenquist Inc.		lift parts, seat cover, filter wrench	Maint/Repair Equipment	\$42.78
			Total Street	\$10,272.89
Park				
Black Hills Energy		Utilities - Gas	Utilities	\$30.88
Broken Bow Municipal Utilities		utilities	Utilities	\$600.96
Broken Bow Municipal Utilities		utilities	Utilities	\$1,505.50
Card Services		innertube and supplies	Maint/Repair Equipment	\$18.97
Central Ne Medical Clinic		drug testing	Miscellaneous Expense	\$55.00
City of Broken Bow - Health Insurance		Health Insurance	Health Insurance	\$1,450.94
Colonial Research Chem Corp		weed spray and urinal screens	Maintenance/Repair Gro	\$575.60
Deb's Embroidery Shop		hat logos	Safety Equipment	\$19.23
Electrical Engineering & Equipment		LED lights Melham sign	Maintenance/Repair Gro	\$347.75
Evans Feed Co.		fish food	Melham Lake	\$41.73
Fourth Grade Foresters		trees	Trees & Shrubs	\$113.40
Great Plains Communications		internet	Telephone/Internet	\$35.47
Holmes Plumbing & Heating		water pipe	Maintenance/Repair Gro	\$168.02
Mead Lumber		fencing for Tyke Arnold field, plywood, saw l	Maintenance/Repair Gro	\$1,125.63
Plains Equipment Group		parts	Maint/Repair Equipment	\$2.28
Prachts Ace Hardware			Maintenance & Repair B	\$475.05
S&L Sanitary Service		trash pickup	Trash Removal	\$49.30
Shirts, Signs, Mugs & More		bench plate	Maintenance/Repair Gro	\$7.00
Site One Landscape Supply		sprinkler valve boxes	Underground Sprinklers	\$661.27
			Total Park	\$7,283.98
Swimming Pool				

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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				
Broken Bow Municipal Utilities		utilities	Utilities	\$225.23
Laurie French		pool clinic	Travel & Meeting Expenses	\$80.00
Outdoor Recreation Products		replacement section for barrel dump	Equipment Purchases	\$1,712.98
			Total Swimming Pool	\$2,018.21
Sanitation				
Broken Bow Municipal Utilities		utilities	Sanitation Contract	\$34.87
Custer Public Power		CD Cell Power	Land & Buildings	\$59.79
Deb's Embroidery Shop		hat logos	Supplies & Postage	\$14.42
Prachts Ace Hardware			Land & Buildings	\$82.76
			Total Sanitation	\$191.84
				<u>\$104,072.54</u>

Report Selection: Check Approval List - GL Account
 Date Range Selection: GL Posting Date
 Starting Date: 4/26/2017
 Ending Date: 5/9/2017

Bi-weekly payroll \$ 65,047.69

Office of the Mayor
Broken Bow, Nebraska

Proclamation



- WHEREAS, in every American community, law enforcement officers are committed to the preservation of life and property, risking their lives to protect us from all who would mock the law, providing protection, law and order and serving the cause of justice; and
- WHEREAS, law enforcement officers, including members of the Broken Bow Police Department, accept a profound responsibility and work to uphold our laws, safeguard our rights and freedoms, and serve on the front lines in the fight against crime and terrorism; and
- WHEREAS, we honor the heroism of all our law enforcement officers, especially those who have given their lives so that others might live, asking God's blessing for the families and friends they left behind; and
- Whereas, by Joint Resolution approved October 1, 1962, as amended, Congress authorized and President Kennedy proclaimed May 15th of each year *"Peace Officers Memorial Day"* in honor of the Federal State and municipal officers who have been killed or disabled in the line of duty, further designating the calendar week in which May 15 falls *"Police Week"*, and has directed that flags be flown at half staff on *"Peace Officers Memorial Day"*, under Public Law 103-322, as amended, and
- WHEREAS, across the nation, Police Week is observed with ceremonies, including the hanging of a blue bow or ribbon to honor law enforcement officers who have sacrificed their lives in the line of duty and to honor those who still strive to keep us safe; and
- WHEREAS, I encourage all citizens to express their deep appreciation to the men and women who risk their lives to guard and protect us;

NOW, THEREFORE, I, CECIL BURT, Mayor of the City of Broken Bow, do hereby proclaim
Monday, May 15, 2017.

"PEACE OFFICERS MEMORIAL DAY"

and May 14-20, 2017 as

"BROKEN BOW POLICE WEEK"

and ask the citizens of Broken Bow and those with us today to join us as we

"HONOR THE STANDING AND THE FALLEN"

*In witness whereof I have hereunto set my hand
and caused this seal to be affixed*

Attest: _____

Date: _____

Return to Agenda

JEO Project Status Report

To: City of Broken Bow: Brent Clark, City Administrator

Date: April 28, 2017

Report Prepared By: Steve Parr



JEO #	Project	Funding Source #	Current Status	JEO Action	City Action	Schedule
160942	Downtown Improvements	Local	Construction	Design – South B Street from 12 th Street to 13 th Street	None	Construction completed by June 2017
111076	Comprehensive Plan	Local/NIFA	Submitted final document to the City for comments	None	Final review of documents and provide comments to JEO	Spring 2017
120249	Library Addition and Renovation	Local	Construction	Progress Meeting on 5/2/17. Review pay application and forward to the City	Review and approve Pay Application	Construction completed by December 29, 2017
141430	Updated Blight Areas	Local	Preparing documents	Preparing maps and legal descriptions and will forward to City	Review documents once received	Spring 2017
161982	Master Trails Plan	Local	Completed	Sending copies to the City	Approved by the City	Completion April 2017
16055	Electrical Distribution Upgrade	Local	Design	Forward plans and specifications to City for approval	Approve plans/specifications and authorize advertising for bids	Plans/specifications completed by the end of April

Note: Items in Red are new from previous report.



**CITY OF BROKEN BOW
ORDINANCE NO. 1161**

An ordinance providing for the consumption of alcohol on designated public property in the City of Broken Bow, Custer County, Nebraska, repealing all ordinances in conflict with this ordinance and provide for penalty, publication and effective date.

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

Section 1. It shall be unlawful for any person to consume alcoholic liquors in the public streets, alleys, parking areas, roads or highways, or inside vehicles while upon the public streets, alleys, parking areas, roads, or highways; or upon other property owned by the City of Broken Bow, Nebraska, or any other governmental subdivision, unless authorized by the City of Broken Bow or such government subdivision having jurisdiction over such property; except that the consumption of alcoholic liquor shall be authorized at the Broken Bow Fire Station.

Section 2. Any person violating this Ordinance shall be fined up to \$500.00 for each offense.

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

Passed and approved this 9th day of May, 2017.

Cecil Burt, Mayor

ATTEST:

Stephanie M. Wright, City Clerk

Broken Bow Volunteer Fire Department
Standard Operating Guideline 03-001
Alcoholic Beverages

Effective: 5/9/2017

Revised:

- 1.1 Consumption of Alcoholic Beverages will be allowed according to ordinance in the area confined to and known as the Broken Bow Fire Station for the purpose of Fire Department related social meetings and functions only. Alcoholic Beverages are only to be allowed in the Broken Bow Fire Station and not in other areas of the building or in view of the public.
- 1.2 Alcoholic Beverages shall be stored on site under lock and key.
- 1.3 Due to the safety of personnel any person found to operate a vehicle under the influence of alcohol on the scene of an incident will potentially be put on suspension pending investigation of incident by the Fire Department Executive Committee. The Officer in charge on scene should be notified of situation and can make the decision if the person in question is capable of functioning in an acceptable manner or needs to be removed from scene. All laws that apply to operation of equipment under the influence of Alcohol will be recognized and can be enforced.
- 1.4 Alcoholic Beverages will not be sold on site unless the organization has applied for and received a permit allowing them to have sale of alcoholic beverages. No government or grant funds shall be used to purchase alcoholic beverages.
- 1.5 This standard operating guideline is for the Broken Bow Fire Station and Fire Department Personnel. Other standard operating guidelines and laws may apply that shall be follow in accordance to the greater good of the department. No other entity, group, or person(s) shall consume alcoholic beverages on the premise without prior approval by a special designated liquor license or by a majority approval vote of the City Council.

RESOLUTION 2017-24

**RESOLUTION AUTHORIZING PAYMENT 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 a Pay Request for work performed for work completed on the CP Landfill NDEQ Financial Submittal through April 14, 2017; and

WHEREAS, JEO Consulting Group, Inc. is entitled to a payment of \$800.00 for the CP Landfill NDEQ Financial Submittal.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of Broken Bow, Nebraska: to authorize the City to sign all necessary documentation for payment and pay JEO Consulting Group, Inc. \$800.00.

PASSED AND APPROVED this 9th day of May, 2017.

Cecil Burt, Mayor

ATTEST:

Stephanie M. Wright, City Clerk

(S E A L)



ENGINEERING ■ ARCHITECTURE ■ SURVEYING ■ PLANNING

Invoice

April 21, 2017

Project No: R090039.01

Invoice No: 95489

Invoice Amount: 800.00

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

Project Manager Michael Schultes

Project R090039.01 Broken Bow General Engineering

Professional Services through April 14, 2017

- CP Landfill NDEQ Financial Submittal

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Hourly Phase(s)					
2017 General Engineering			\$800.00	0.00	\$800.00
Total			\$800.00	0.00	\$800.00
Total Amount Due Upon Receipt					\$800.00

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

Return to Agenda

RESOLUTION 2017-25

**RESOLUTION AUTHORIZING AN AMENDMENT OF
CITY OF BROKEN BOW EMPLOYEE HANDBOOK**

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

WHEREAS, the Mayor and Council adopted an Employee Handbook on August 9, 2016; and

WHEREAS, there is a need to amend the Employee Handbook pages 8, 12, 13, 26 27, 40;

NOW, THEREFORE, BE IT RESOLVED that these personnel policies and procedures shall apply to all City appointees and employees. In the event there is a conflict between these rules and any collective bargaining agreement, the terms and conditions of that contract or law shall prevail. In all other cases, these policies and procedures shall prevail.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Broken Bow that the attached amendment to the Employee Manual be adopted.

PASSED AND APPROVED this 9th day of May 2017.

Cecil Burt, Mayor

ATTEST:

Stephanie M. Wright, City Clerk

(S E A L)

RESOLUTION 2017-26

**RESOLUTION AUTHORIZING PAYMENT TO
CHIEF CONSTRUCTION COMPANY**

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

WHEREAS, Chief Construction Company has submitted Application for Payment No. 1 for the Broken Bow Library Project in the amount of \$83,374.40 for materials and labor through April 30, 2017.

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 Chief Construction Company the amount of \$83,374.40 for Payment No. 1.

PASSED AND APPROVED this 9th day of May 2017.

Cecil Burt, Mayor

ATTEST:

Stephanie M. Wright, City Clerk

(S E A L)

PAYMENT APPLICATION

Customer # 00913483

TO: CITY OF BROKEN BOW
314 South 10th Ave
PO BOX 504
Broken Bow NE 68822

PROJECT NAME AND LOCATION: Broken Bow Library DIV20
626 South D Street
Broken Bow NE 68822

APPLICATION # 1
PERIOD THRU: 04/30/2017

Distribution to:

FROM: Chief Construction Company
3935 Westgate Road
PO Box 2078
Grand Island NE 68802

ARCHITECT: JEO ARCHITECTURE INC
11717 Burt Street
Suite 210
Omaha NE 68154-1510

Owner Project #:

DATE OF CONTRACT: 3/15/2017

___ OWNER
___ ARCHITECT
___ CONTRACTOR

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
Continuation Page is attached

1. CONTRACT AMOUNT	1,460,813.00
2. SUM OF ALL CHANGE ORDERS	0.00
3. CURRENT CONTRACT AMOUNT (Line 1 + 2)	1,460,813.00
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	92,638.24
5. RETAINAGE:	
A. 10% Of Completed Work (Columns D+ E on Continuation Page)	9,263.84
B. 0% of Material Stored (Column F on Continuation Page)	0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	9,263.84
6. TOTAL COMPLETED AND STORED LESS RETAINAGE: (Line 4 minus Line 5 Total)	83,374.40
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT:	0.00
8. CURRENT PAYMENT DUE:	83,374.40
9. BALANCE TO FINISH: Line 3 - Line 6	1,377,438.60

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	0.00	0.00
Total approved this month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES	0.00	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: Chief Construction Company

By: Cindy Swank cost Date: 4-16-17
ACW

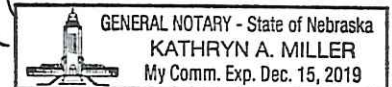
State of: Nebraska

County of: Hall

Subscribed and sworn to before me this 26th day of April, 2017

Notary Public: Kathryn A. Miller

My Commission Expires: 12-15-19



ARCHITECT'S CERTIFICATION

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the CERTIFIED AMOUNT.

CERTIFIED AMOUNT:83,374.40

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that changed to match the certified amount.)

ARCHITECT: JEO ARCHITECTURE INC

By: [Signature] Date: 5/2/17

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

PAYMENT APPLICATION DETAILS

Customer: CITY OF BROKEN BOW
Project: Broken Bow Library DIV20

Application Number: 1
For Period Ending: 04/30/2017

A	B	C	D	E	F	G		H	I
			Work Completed		Materials Presently Stored	Completed and Stored To Date	Total %	Balance To Finish	Retainage Value
Item Number - Description		Scheduled Value	From Previous Application	This Period Value					
01	General Requirements	126,084.73	0.00	26,913.63	0.00	26913.63	21.35	99,171.10	2,691.37
02	Existing Conditions	64,913.03	0.00	22,660.27	0.00	22660.27	34.91	42,252.76	2,266.03
03	Concrete	158,498.74	0.00	11,258.00	0.00	11258.00	7.10	147,240.74	1,125.80
04	Masonry	82,048.95	0.00	4,102.45	0.00	4102.45	5.00	77,946.50	410.25
05	Metals	112,512.58	0.00	0.00	0.00	0.00	0.00	112,512.58	0.00
06	Woods PLastics & Composites	31,957.18	0.00	0.00	0.00	0.00	0.00	31,957.18	0.00
07	Thermal & Moisture Protection	46,604.22	0.00	0.00	0.00	0.00	0.00	46,604.22	0.00
08	Openings	127,384.87	0.00	0.00	0.00	0.00	0.00	127,384.87	0.00
09	Finishes	244,481.31	0.00	0.00	0.00	0.00	0.00	244,481.31	0.00
10	Specialties	22,441.04	0.00	0.00	0.00	0.00	0.00	22,441.04	0.00
12	Furnishings	43,552.76	0.00	0.00	0.00	0.00	0.00	43,552.76	0.00
22	Plumbing	82,112.20	0.00	4,105.61	0.00	4105.61	5.00	78,006.59	410.56
23	HVAC	92,864.46	0.00	0.00	0.00	0.00	0.00	92,864.46	0.00
26	Electrical	166,979.60	0.00	5,844.29	0.00	5844.29	3.50	161,135.31	584.43
31	Earthwork	51,469.92	0.00	17,753.99	0.00	17753.99	34.49	33,715.93	1,775.40

PAYMENT APPLICATION DETAILS

Customer: CITY OF BROKEN BOW
Project: Broken Bow Library DIV20

Application Number: 1
For Period Ending: 04/30/2017

A	B	C	D	E	F	G		H	I
			Work Completed		Materials Presently Stored	Completed and Stored To Date	Total %	Balance To Finish	Retainage Value
Item Number - Description		Scheduled Value	From Previous Application	This Period Value					
32	Exterior Improvements	6,907.41	0.00	0.00	0.00	0.00	0.00	6,907.41	0.00
TOTAL:		1,460,813.00	0.00	92,638.24	0.00	92638.24	6.34	1,368,174.76	9,263.84

PAYMENT APPLICATION DETAILS

Customer CITY OF BROKEN BOW
Project Broken Bow Library

Application Number: 1
 For Period Ending: 04/40/2017

A	B	C	D	E	F	G		H	I
			Work Completed		Materials	Completed			
Item Number - Description		Scheduled Value	From Previous	This Period	Presently	and Stored	Total		Retainage
			Application	Value	Stored	To Date	%	Balance To Finish	Value
01	GENERAL REQUIREMENTS	\$126,084.73	\$0.00	\$26,913.63	\$0.00	\$26,913.63	21.35%	\$99,171.10	\$2,691.37
01.2000	Bonds & Insurance	\$12,982.35	\$0.00	\$12,982.35	\$0.00	\$12,982.35	100.00%	\$0.00	\$1,298.24
01.3000	Project Adminstration	\$76,765.19	\$0.00	\$12,888.23	\$0.00	\$12,888.23	16.79%	\$63,876.96	\$1,288.82
01.5000	Temporary Facilities	\$25,074.96	\$0.00	\$1,043.05	\$0.00	\$1,043.05	4.16%	\$24,031.91	\$104.31
01.5100	Temporary Utilities	\$4,438.50	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,438.50	\$0.00
01.7420	Cleanup	\$6,823.73	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,823.73	\$0.00
02	EXISTING CONDITIONS	\$64,913.03	\$0.00	\$22,660.27	\$0.00	\$22,660.27	34.91%	\$42,252.76	\$2,266.03
02.3000	Soil Testing Allowance	\$3,883.69	\$0.00	\$1,300.00	\$0.00	\$1,300.00	33.47%	\$2,583.69	\$130.00
02.4000	Demolition	\$61,029.34	\$0.00	\$21,360.27	\$0.00	\$21,360.27	35.00%	\$39,669.07	\$2,136.03
03	CONCRETE	\$158,498.74	\$0.00	\$11,258.00	\$0.00	\$11,258.00	7.10%	\$147,240.74	\$1,125.80
03.0510	Concrete Testing Allowance	\$6,657.75	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,657.75	\$0.00
03.1520	Concrete Reinforcment	\$11,258.00	\$0.00	\$11,258.00	\$0.00	\$11,258.00	100.00%	\$0.00	\$1,125.80
03.3100	Concrete Foundations	\$65,645.74	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$65,645.74	\$0.00
03.3150	Concrete Slabs and Paving	\$72,163.19	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$72,163.19	\$0.00
03.3511	Concrete Finishes	\$2,774.06	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,774.06	\$0.00
04	MASONRY	\$82,048.95	\$0.00	\$4,102.45	\$0.00	\$4,102.45	5.00%	\$77,946.50	\$410.25
05	METALS	\$112,512.58	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$112,512.58	\$0.00
06	WOODS PLASTICS & COMPOSITES	\$31,957.18	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$31,957.18	\$0.00
06.100	Rough Carpentry	\$4,438.50	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,438.50	\$0.00
06.200	Finish Carpentry	\$27,518.68	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$27,518.68	\$0.00
07	THERMAL & MOISTURE PROTECTION	\$46,604.22	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$46,604.22	\$0.00
07.5000	Membrane Roof	\$33,288.73	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$33,288.73	\$0.00
07.9005	Joint Sealers	\$13,315.49	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$13,315.49	\$0.00

A	B	C	D	E	F	G		H	I	
			Work Completed		Materials	Completed				
			From Previous	This Period	Presently	and Stored	Total			
Item Number - Description			Scheduled Value	Application	Value	Stored	To Date	%	Balance To Finish	Retainage Value
08	OPENINGS	\$127,384.87	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$127,384.87	\$0.00
08.1100	Doors, Frames, & Hardware	\$44,163.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$44,163.05	\$0.00
08.4313	Aluminum Framed Storefronts & Canopy	\$83,221.82	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$83,221.82	\$0.00
09	FINISHES	\$244,481.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$244,481.31	\$0.00
09.2116	Gyp Board Assemblies	\$114,291.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$114,291.31	\$0.00
09.2500	Plaster Fabrications	\$15,468.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$15,468.16	\$0.00
09.5100	Acoustical Ceilings	\$27,472.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$27,472.08	\$0.00
09.9600	Flooring	\$68,608.07	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$68,608.07	\$0.00
09.9100	Painting	\$18,641.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$18,641.69	\$0.00
10	SPECIALTIES	\$22,441.04	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$22,441.04	\$0.00
10.1400	Signage	\$1,553.47	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,553.47	\$0.00
10.2800	Toilet Partitions & Accessories	\$5,980.88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,980.88	\$0.00
10.3000	Fireplaces	\$2,885.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,885.02	\$0.00
10.4400	Fire Protection Specialties	\$925.43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$925.43	\$0.00
10.6500	Operable Partitions	\$11,096.24	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$11,096.24	\$0.00
12	FURNISHINGS	\$43,552.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$43,552.76	\$0.00
12.2000	Window Treatments	\$7,212.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,212.56	\$0.00
12.3000	Manufactred Casework & Countertops	\$36,340.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$36,340.20	\$0.00
22	Plumbing	\$82,112.20	\$0.00	\$4,105.61	\$0.00	\$4,105.61	5.00%	\$78,006.59	\$410.56	
23	HVAC	\$92,864.46	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$92,864.46	\$0.00	
26	Electrical	\$166,979.60	\$0.00	\$5,844.29	\$0.00	\$5,844.29	3.50%	\$161,135.31	\$584.43	
31	EARTHWORK	\$51,469.92	\$0.00	\$17,753.99	\$0.00	\$17,753.99	34.49%	\$33,715.93	\$1,775.40	
31.2000	Site Clearing, Grading, & Excavation	\$49,849.87	\$0.00	\$17,753.99	\$0.00	\$17,753.99	35.61%	\$32,095.88	\$1,775.40	
31.3116	Termite Control	\$1,620.05	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,620.05	\$0.00	
32	EXTERIOR IMPROVEMENTS	\$6,907.41	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,907.41	\$0.00	
32.3000	Lot Striping	\$1,359.29	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,359.29	\$0.00	
32.9223	Sodding	\$5,548.12	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,548.12	\$0.00	
TOTAL:		\$1,460,813.00	\$0.00	\$92,638.24	\$0.00	\$92,638.24	6.34%	\$1,368,174.76	\$9,263.84	

**CITY OF BROKEN BOW
RESOLUTION 2017-27**

Councilmember _____ introduced a resolution granting the sale of personal property at 503 North C Street and setting the value at more than \$5,000.00 and advertising for sealed bids with a minimum bid of \$20,000.00.

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

Section 1. The Mayor and Council find and determine that personal property owned by the City of Broken Bow has been deemed surplus property and said property shall be sold to the highest bidder. A listing of said personal property is made a part of this resolution:

- 503 North C Street, Broken Bow, NE 68822, Legal Description of Groats Addition: Block 84 S1/2 Lot 3 & All Lots 4-5, Broken Bow City

Section 2. Notice of the sale of said property shall be advertised in the Custer County Chief three consecutive weeks.

Section 3. Sealed bids shall be accepted until Tuesday, June 13th, 2017 at 11:59 a.m.

Section 4. Councilmember _____ seconded the motion. Upon roll call vote the following was:

Ayes: _____

Nays: _____

Motion carried.

Dated this 9th day of May, 2017.

Cecil Burt, Mayor

ATTEST:

Stephanie M. Wright, City Clerk

Parcel Information	
Parcel ID	001190500
Links	Sketch #1
Map Number	2445-00-0-00026-084-0004
Cadastral #	
Current Owner	CITY OF BROKEN BOW
Mailing Address	PO BOX 504, BROKEN BOW NE 68822-
Situs Address	00503 N C ST
Tax District	223
Tax ID	
School District	BROKEN BOW SCHOOL 25
Neighborhood	50
Property Class	Exempt
Lot Width x Depth	120 x 132
Legal Description	GROATS ADD: BLOCK 84 S1/2 LOT 3 & ALL LOTS 4-5 B.B.CITY~
Comments	

Assessed Values				
<u>Year</u>	<u>Total</u>	<u>Land</u>	<u>Improvements</u>	<u>Outbuildings</u>
2016	\$0	\$0	\$0	\$0

2016 Tax Information	
Taxes	\$0.00
Tax Levy	2.087812

2016 Tax Levy	
<u>Description</u>	<u>Rate</u>
AG SOCIETY	0.004188
BB CITY POOL BOND	0.129950
BBOW TWP 11 CEMETERY	0.012165
BBOW TWP 11 ROAD	0.012803
BROKEN BOW CITY BOND	0.069477
BROKEN BOW CITY GENERAL	0.500000
BROKEN BOW CITY ROAD	0.012803
BROKEN BOW SCH 2012 BOND	0.049645
BROKEN BOW SCHOOL	0.999117
CUSTER COUNTY	0.176007
ESU #10	0.012743
LOWER LOUP NRD	0.031512
MID-PLAINS COLLEGE	0.077403

5 Year Sales History				
<u>Date</u>	<u>Book/Page</u>	<u># Parcels</u>	<u>Grantor</u>	<u>Price</u>
2016/03/15	16-1886	1	MYERS CONSTRUCTION INC	\$60,000.00

5/5/2017

Custer County Assessor

powered by:



2015/08/14	15-6126	1	JOHNSON, SAMANTHA JO	\$60,000.00
2014/12/10	14-6878	1	MILLER, STEVE & LINDA	\$35,000.00

Property Classification				
Status:	Improved	Location:	Urban	
Property Class:	Exempt	City Size:	2,501-5,000	
Zoning:	N/A	Lot Size:	10,000-20,000 sq. ft.	

Land Information				
Lot Width	Lot Depth	Value Method	# of Units	Lot Value
120	132	Sq ft.	15840	7286

Historical Valuation Information							
Year	Billed Owner	Land	Impr	Outbldg	Total	Taxable	Taxes
2016	CITY OF BROKEN BOW	\$0	\$0	\$0	\$0	\$0	\$0.00
2015	MYERS CONSTRUCTION INC	\$7,145	\$19,389	\$8,869	\$35,403	\$35,403	\$749.62
2014	MILLER, STEVE & LINDA	\$6,495	\$17,626	\$8,063	\$32,184	\$32,184	\$713.46
2013	MILLER, STEVE & LINDA	\$6,495	\$17,626	\$8,063	\$32,184	\$32,184	\$745.50
2012	MILLER, STEVE & LINDA	\$6,495	\$17,072	\$145	\$23,712	\$23,712	\$555.30

Residential Datasheet			
Type		Heat Type	
Quality / Condition		Foundation	
Arch. Type		Slab Area	
Year Built		Crawl Area	
Actual Age	N/A	Basement Area	sq. ft.
Ext. Wall 1		Min Finish	
Ext. Wall 2		Rec Finish	
Base Area		Part Finish	
Total Area		Bedrooms	
Style 1		Bathrooms	
Style 2		Garage Type	
Roof Type		Garage Area	

Farm Residence Datasheet	
Type	Heat Type
Quality / Condition	Foundation

5/5/2017

Custer County Assessor

powered by:



<u>Arch. Type</u>		<u>Slab Area</u>	
<u>Year Built</u>		<u>Crawl Area</u>	
<u>Actual Age</u>	N/A	<u>Basement Area</u>	sq. ft.
<u>Ext. Wall 1</u>		<u>Min Finish</u>	
<u>Ext. Wall 2</u>		<u>Rec Finish</u>	
<u>Base Area</u>		<u>Part Finish</u>	
<u>Total Area</u>		<u>Bedrooms</u>	
<u>Style 1</u>		<u>Bathrooms</u>	
<u>Style 2</u>		<u>Garage Type</u>	
<u>Roof Type</u>		<u>Garage Area</u>	

Rural Outbuildings							
ID #	Description	Year	Length	Width	Height	Units	Value
1	GARAGE		60	24	8	1440	6123
3	ATT. SHED		12	8	8	96	94
4	CONCRETE DRIVE					585	1360
Total Outbuilding Value							7577

Photo/Sketch

RESOLUTION 2017-28

**RESOLUTION TO ALLOW FOR THE ADVERTISEMENT
OF BIDS FOR UNDERGROUND IRRIGATION**

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

WHEREAS, the City of Broken Bow desires to advertise for bids for underground irrigation on three (3) CEDC properties as part of the community match for NIFA.

WHEREAS, the bids will be advertised in the Custer County Chief and sealed bids will be accepted until Tuesday, May 23rd, 2017.

NOW, THEREFORE, BE IT RESOLVED that the bids will be advertised for underground irrigation on three (3) CEDC properties as part of the community match for NIFA.

PASSED AND APPROVED this 9th day of May 2017.

Cecil Burt, Mayor

ATTEST:

Stephanie M. Wright, City Clerk

(S E A L)

**CITY OF BROKEN BOW
RESOLUTION 2017-29**

Councilmember _____ introduced a resolution granting the sale of personal property and setting the value at more than \$5,000.00 and advertising for sealed bids of all of the bricks from the 2014 Downtown Improvement Project.

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

Section 1. The Mayor and Council find and determine that personal property owned by the City of Broken Bow has been deemed surplus property and said property shall be sold to the highest bidder. A listing of said personal property is made a part of this resolution:

- All of the bricks from the 2014 Downtown Improvement Project

Section 2. Notice of the sale of said property shall be advertised in the Custer County Chief three consecutive weeks.

Section 3. Sealed bids for all of the bricks shall be accepted until Tuesday, June 13th, 2017 at 11:59 a.m.

Section 4. Councilmember _____ seconded the motion. Upon roll call vote the following was:

Ayes: _____

Nays: _____

Motion carried.

Dated this 9th day of May, 2017.

Cecil Burt, Mayor

ATTEST:

Stephanie M. Wright, City Clerk

**CITY OF BROKEN BOW
ORDINANCE NO. 1162**

AN ORDINANCE OF THE CITY OF BROKEN BOW, NEBRASKA PROVIDING FOR TRAFFIC CONTROL FOR BLOCK THREE (3) OF ORIGINAL TOWN, OF BROKEN BOW, CUSTER COUNTY, NEBRASKA, REPEALING THE SECTIONS OF ALL ORDINANCES OF 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 CITY COUNCIL OF THE CITY OF BROKEN BOW, CUSTER COUNTY, NEBRASKA:

Section 1. The North-South alley of Block Three (3), Original Town of Broken Bow, Custer County, Nebraska, will be a "One-Way" alley southbound.

Section 2. This ordinance shall be in full force and effect from and after its approval and publication according to law.

Passed and approved this 9th day of May, 2017.

Cecil Burt, Mayor

ATTEST:

Stephanie M. Wright, City Clerk

CITY OF BROKEN BOW, NEBRASKA

Ordinance No. 1163

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.

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

Section 1. That the Municipal Code of the City of Broken Bow, Nebraska be amended to read as follows:

Electric Service Rates: Classifications of Service: Current Sold by Meter Measurements Only: Customer Charges. – As a tariff of rates based on monthly consumption by each customer of electrical energy, measured by an appropriate meter, computed on a one-meter basis, from the municipal electric distribution system of the City of Broken Bow, Custer County, Nebraska, the following schedule, as heretofore by resolution of the board of public works, hereby is established.

A. <u>Residential Service</u> <u>RL</u>	City	Rural
Customer Charge \$/Month	\$14.00	\$18.50
<u>Winter Rates {Oct-May}</u>		
First 500 kWh @ cents/kWh	\$0.10000	\$0.11406
Over 500 kWh @ cents/kWh	\$0.07970	\$0.08186
<u>Summer Rates {June-Sept}</u>	City	Rural
kWh @ cents/kWh	\$0.10000	\$0.11406
B. <u>General Service-GS Single</u>	City	Rural
Monthly Customer Charge (Single Phase)	\$18.00	\$22.00
<u>Winter Rates (Oct – May)</u>		
First 2000 kWh @ cents/kWh	\$0.12160	\$0.13108
Next 3000 kWh @ cents/kWh	\$0.08360	\$0.12108
Over 5000 kWh @ cents/kWh	\$0.07860	\$0.11608
<u>Summer Rates {June – Sept}</u>	City	Rural
First 2000 kWh @ cents/kWh	\$0.12160	\$0.15108
Next 3000 kWh @ cents/kWh	\$0.12160	\$0.14108
Over 5000 kWh @ cents/kWh\$	\$0.11660	\$0.12108
<u>General Service-GS Three</u>	City	Rural
Monthly Customer Charge (Three Phase)	\$33.00	\$35.00
<u>Winter Rates (Oct – May)</u>		
First 2000 kWh @ cents/kWh	\$0.11392	\$0.12104
Next 3000 kWh @ cents/kWh	\$0.07592	\$0.11104
Over 5000 kWh @ cents/kWh	\$0.07092	\$0.10604
<u>Summer Rates (June – Sept)</u>		
First 2000 kWh @ cents/kWh	\$0.11392	\$0.14494
Next 3000 kWh @ cents/kWh	\$0.11392	\$0.12494
Over 5000 kWh @ cents/kWh	\$0.10392	\$0.10494

C.	<u>Irrigation IR</u>	Summer	Winter
	Monthly Customer Charge (Single Phase)	\$37.50	\$37.50
	Monthly Customer Charge (Three Phase)	\$52.50	\$52.50
	KVA Charge \$/KVA installed		
	First 2000 kWh @ cents/kWh	\$0.16000	\$0.16000
D.	Next 3000 kWh @ cents/kWh	\$0.11000	\$0.11000
	Over 5000 kWh @ cents/kWh	\$0.11000	\$0.11000
	<u>Municipal-MS</u>		
	Monthly Customer Charge (Single Phase)	\$21.00	
	Monthly Customer Charge (Three Phase)	\$30.00	
E.	<u>Winter Rates (Oct - May)</u>		
	First 8000 kWh @ cents/kWh	\$0.08874	
	Over 8000 kWh @ cents/kWh	\$0.07374	
	<u>Summer Rates (June - Sept)</u>		
	First 8000 kWh @ cents/kWh	\$0.09874	
	Over 8000 kWh @ cents/kWh	\$0.08874	
	<u>Large Power & Industrial</u>	City	Rural
	Customer Charge \$/Month	\$450.00	\$500.00
	<u>Winter Rates (Oct May)</u>		
	Demand Charge @ \$/kW	\$14.00	\$15.00
	Energy Charge @ cents/kWh	\$0.04246	\$0.04259
	<u>Summer Rates (June Sept)</u>		
	Demand Charge @ \$/kW	\$15.00	\$17.00
	Energy Charge @ cents/kWh	\$0.05646	\$0.05659

The demand charge shall be based upon the maximum integrated kilowatt load determined by the meter for the billing monthly billing period, and will be Either a., b., or c., whichever is higher:

a. The maximum demand occurring the billing period

b. 65 percent of the highest demand established for bills in the previous 23 months

c. 100 KW

The monthly bill will be as follows for accounts disconnected from service:

Customer Charge + Demand, including b) or c) of the demand charge, applicable for 23 months following disconnection of service + Energy Charge + All Riders (as applicable) + Service Fees (as applicable) + Sales Tax (if applicable).

For Accounts that are metered at Primary voltage but take service from multiple city owned secondary transformers there shall be a monthly \$0.170 per KVA facilities charge for the multiple transformer service.

The billed kW demand shall be adjusted when the metered power factor (PF) is less than 90% by multiplying the metered kW by (90%/ PF), where PF is the metered Power factor expressed as a percentage.

F. Area Lights – Unmetered

	City	Rural
175 Watt, sod-vap, \$/Month	\$6.963	\$7.70
400 Watt, sod-vap, \$/Month	\$9.963	\$11.10
1000 Watt mer-vap, \$/Month	\$24.36	N/A
1500 Watt quartz, \$/Month	\$36.36	N/A
<u>Area Lights Metered</u>		
175 Watt, sod-vap, \$/Month	\$4.43	\$4.48

G. PRODUCTION COST ADJUSTMENT, (PCA): ALL RATES INCLUDED HEREIN ARE SUBJECT TO PRODUCTION COST ADJUSTMENT. The Board of Public Works, at its sole option, may include any deviation in costs, either as a credit or adder, to all service under these rates. The adjustment may be calculated in accordance with standard utility policies and shall include adjustment for losses.

Other Terms and Conditions:

1. Payments Due, Disconnection Charges and Deposits Required:

Monthly billed accounts are due by the 10th of each month. Delinquent accounts will be subject to a 5% late charge.

All rate schedules will be billed at gross and will be considered delinquent payments after the 10th of the month. Customers who have not paid their utility bills by the 10th of the month shall receive, in writing, a disconnect notice under the procedures of the Nebraska State Statutes.

Applicable service charges, whether disconnect is actually made or not, for non-payment of bill shall be a \$40.00 service charge for Monday through Friday 8:00 AM – 5:00 PM and \$60.00 service charge for after hours, weekends and holidays.

Disconnects and reconnections by the same customer made before a 12 month period from the disconnect request shall carry a service charge of all monthly Customer and Demand charges and fees for the months during the disconnection before re-reconnection is performed.

The utility service deposit will be \$100.00 for owners of residential properties. All other rentals, apartments and small commercial accounts require a \$200.00 deposit. For larger services the deposit shall be 1.5 times the average of the last 12 months of typical use billing.

II. Customers Beyond City Limits

Service Beyond Corporate Limits General Rules

The City of Broken Bow, Custer County, Nebraska, by resolution of its Board of Public Works shall have the power and authority to contract with any person, persons, association or corporation, to sell electric current for light, heat and power purposes beyond its corporate limits when, in the judgment of its board of public works, it is beneficial to the city to do so. The cost or expense of extending the electric service lines beyond city borders shall be paid by the customer or, subject to the provisions of the statute by the city. For furnishing electric service beyond its corporate limits, subject to the above conditions, said city, through its board of public works, may establish rates with such person, persons, association or corporation, including municipalities, without regard to the rates specified in the foregoing schedule; provided, however, that the rate made shall be uniform so far as it affects the users of equal amounts of current under such contracts under

similar conditions.

III. Discrimination

Section 1. No electric current shall be furnished to any customer other than as provided in this section, and there shall be no discrimination in rates as between customers using equal amounts of current for the same purpose under the same conditions.

Section 2. That the appropriate state and local sales tax be billed to all customers

Section 3. That this ordinance shall take effect and be in force with the September 2016 Meter readings.

Section 4. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 5. This ordinance shall be in full force and effect from and after its approval and publication as provided by law.

Passed and approved this 9th day of May, 2017.

Cecil Burt, Mayor

ATTEST:

Stephanie Wright, City Clerk

BCI Burke Company, LLC

660 Van Dyne Road, Fond du Lac, WI 54936
 Tel (920) 921-9220 Fax (920) 921-9566
 www.bciburke.com



Date: 4/6/2017

Quote #6352-4

**Accepted Approved Quotation,
 Terms and Conditions**

In coordination with **Creative Sites**

Tel: (402) 614-4606

To: City of Broken Bow
 1620 B Street
 Broken Bow, NE 68822

Signed: _____

Date: _____

Project Name: Indian Hills Park**Project Location:** 1620 S B Street

Broken Bow, NE 68822

Option 5

Prepared by	Estimated Ship Date	Payment Terms		
Jessica Westphal	4-5 weeks after receipt of order	Net 30 Days		
Item	Description	Unit Price	Quantity	Total
Equipment	Custom BCI Burke Voltage Structure including Swings, Benches and Little Diggers shown on Proposal # 905-98954-4	42,909.00	1	42,909.00
Discount	7% National IPA/TCPN Discount per Contract # R5199	(3,003.63)	1	(3,003.63)
Discount	Additional Courtesy Discount	(6,865.92)	1	(6,865.92)
Freight	Delivery to Broken Bow, NE	2,062.59	1	2,062.59
				-
				-
				-
				-
		Total:		\$ 35,102.04

Jessica Westphal

Title: Sales Support Coordinator
 BCI Burke Company, LLC

Thank you for the opportunity to provide this quote.

We look forward to filling your park & playground needs in the months and years to come!

Pricing and Freight valid for 30 days from date of quote.

Special Notes:

Prices do not include unloading, material storage, site excavation/preparation, removal of existing equipment, removal of excess soil from footing holes, site security, safety surfacing (unless shown in quoted items above), installation (unless shown in quoted items above) or sales tax (if applicable). Prices are based on standard colors per CURRENT YEAR BCI Burke Catalog. Custom colors, where available, would be an extra charge. Freight charges are predicated on all items being ordered and shipped at the same time.

**BCI Burke Company, LLC**

"An ISO 9001:2008 and ISO 14001:2004 Certified Company"

660 Van Dyne Road - PO Box 549 - Fond du Lac, WI 54936-0549 - Phone (920) 921-9220 - Fax (920) 921-9566 - www.bciburke.com

Play That Moves You®

TCPN Proposal #R5199-NE-13513

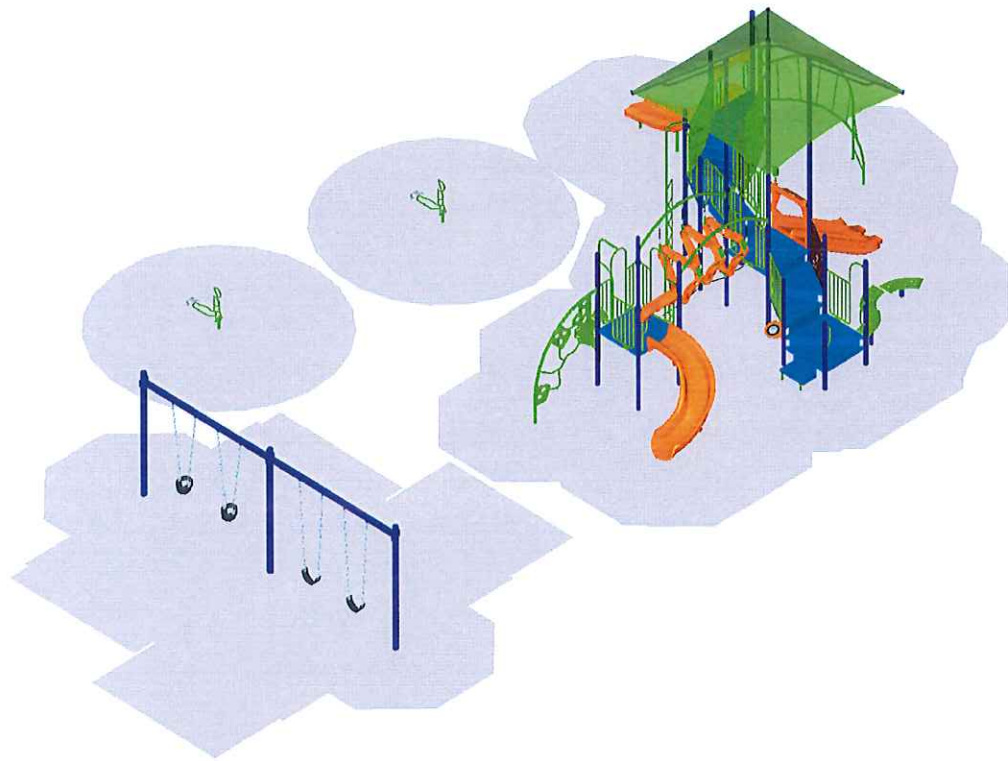
City of Broken Bow Indian Hills Park

Proposal # 905-98954-4

April 05, 2017

Presented by

Creative Sites, LLC



Burke®



April 05, 2017

Brent Clark
City of Broken Bow
1620 B Street
Broken Bow, NE 68822

Dear Brent Clark:

Creative Sites, LLC is delighted to provide City of Broken Bow with this playground equipment proposal.

This design was developed with your specific needs in mind, and we look forward to discussing this project further with you to ensure your complete satisfaction. Creative Sites, LLC is confident that this proposal will satisfy City of Broken Bow's functional, environmental, and safety requirements -- and most importantly -- bring joy and excitement to the children and families directly benefiting from your new playground.

You have our personal commitment to support this project and your organization in every manner possible, and we look forward to continue developing a long-standing relationship with City of Broken Bow. We appreciate your consideration and value this opportunity to earn your business.

Sincerely,

Julie Kutilek
Creative Sites, LLC
11506 Pierce St
Omaha, NE 68144

Design Summary

Creative Sites, LLC is very pleased to present this Proposal for consideration for the Indian Hills Park located in Broken Bow. BCI Burke Company, LLC has been providing recreational playground equipment for over 90 years and has developed the right mix of world-class capabilities to meet the initial and continuing needs of City of Broken Bow. We believe our proposal will meet or exceed your project's requirements and will deliver the greatest value to you.

The following is a summary of some of the key elements of our Proposal:

- Project Name: Indian Hills Park
- Project Number: 905-98954-4
- User Capacity: 90
- Age Groups: Ages 5-12 years
- Dimensions: 46' 4" x 77' 11"
- Designer Name: Joel Schleis

Creative Sites, LLC has developed a custom playground configuration based on the requirements as they have been presented for the Indian Hills Park playground project. Our custom design will provide a safe and affordable playground environment that is aesthetically pleasing, full of fun for all users and uniquely satisfies your specific requirements. In addition, proposal # 905-98954-4 has been designed with a focus on safety, and is fully compliant with ASTM F1487 and CPSC playground safety standards.

We invite you to review this proposal for the Indian Hills Park playground project and to contact us with any questions that you may have.

Thank you in advance for giving us the opportunity to make this project a success.

Burke

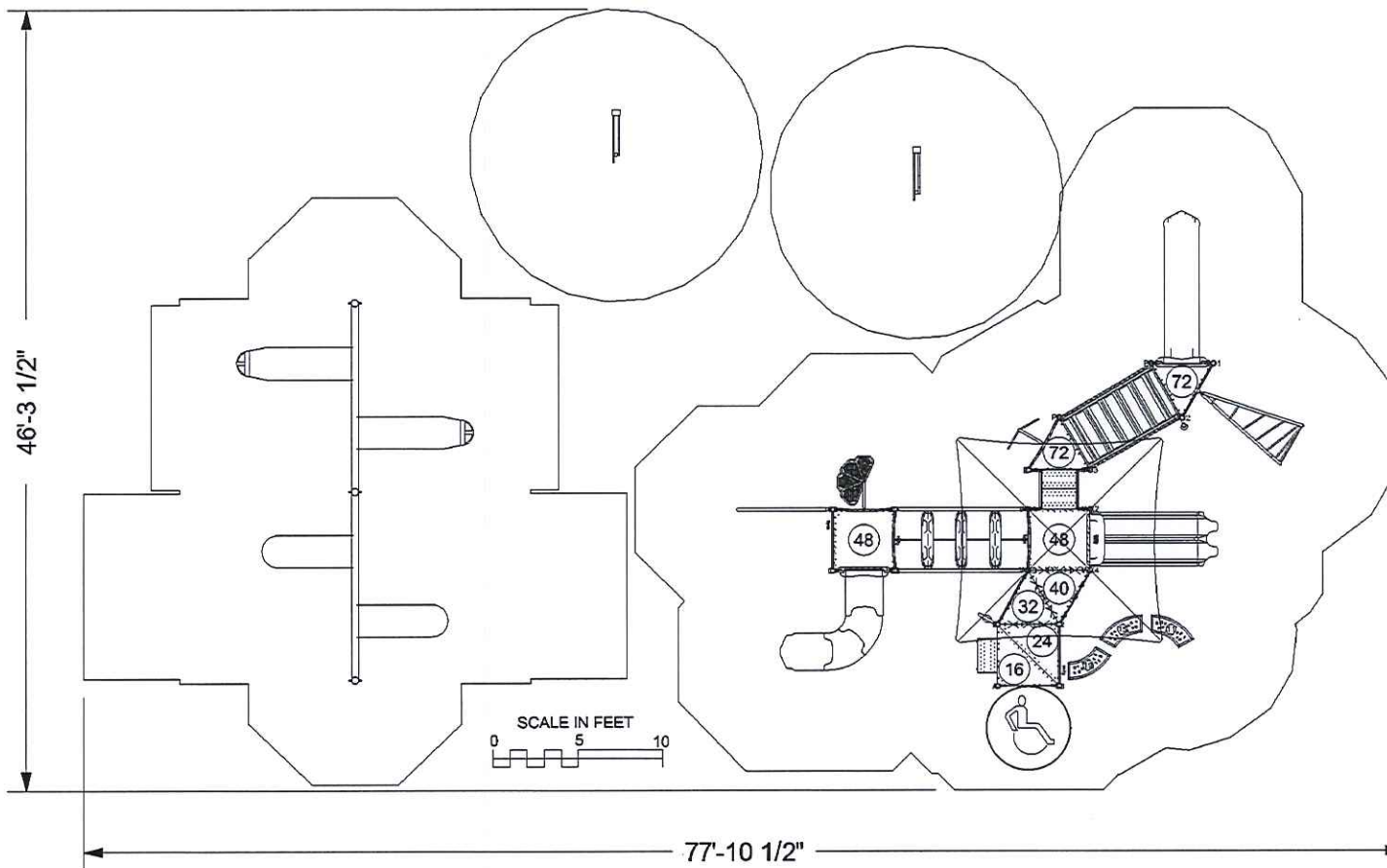
SERIES: Voltage, Basics
SITE PLAN
DRAWN BY: Joel Schleis

BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54936-0549 Telephone 920-921-9220

Indian Hills Park
1620 S B Street
Broken Bow, NE 68822

Creative Sites, LLC
905-98954-4

April 05, 2017



ADA ACCESSIBILITY GUIDELINE (ADAAG CONFORMANCE)

NUMBER OF PLAY EVENTS:	21	
NUMBER OF ELEVATED PLAY EVENTS:	10	
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP:	PROVIDED: 0	REQD: 0
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY TRANSFER SYSTEM:	PROVIDED: 7	
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP OR TRANSFER SYSTEM:		REQD: 5
NUMBER OF GROUND LEVEL PLAY EVENTS:	PROVIDED: 11	REQD: 3
NUMBER OF TYPES OF GROUND LEVEL PLAY EVENTS:	PROVIDED: 5	REQD: 3

WARNING!

ACCESSIBLE SAFETY SURFACING MATERIAL IS REQUIRED BENEATH AND AROUND THIS EQUIPMENT.

FOR SLIDE FALL ZONE SURFACING AREA SEE CPSC's Handbook for Public Playground Safety.

PLATFORM HEIGHTS ARE IN INCHES ABOVE RESILIENT MATERIAL.

INFORMATION
MINIMUM FALL ZONE
SURFACED WITH
RESILIENT MATERIAL
AREA

2380 SQ.FT.

PERIMETER

387 FT.

STRUCTURE SIZE

46' 4" x 77' 11"

STRUCTURE IS DESIGNED
FOR CHILDREN AGES:

- ☐ 6-23 MONTH OLDS
☐ 2-5 YEAR OLDS
☒ 5-12 YEAR OLDS
☐ 13 + YEAR OLDS



Registered
to ISO 9001



Registered
to ISO 14001



To verify product certification,
visit www.ipema.org

The play components identified
in this plan are IPEMA
certified. The use and layout of
these components conform to the
requirements of ASTM F1487.
To verify product certification,
visit www.ipema.org

The space requirements shown
here are to ASTM standards.
Requirements for other standards
may be different.

The use and layout of play
components identified in this plan
conform to the CPSC guidelines.
U.S. CPSC recommends the
separation of age groups in
playground layouts.

Burke.

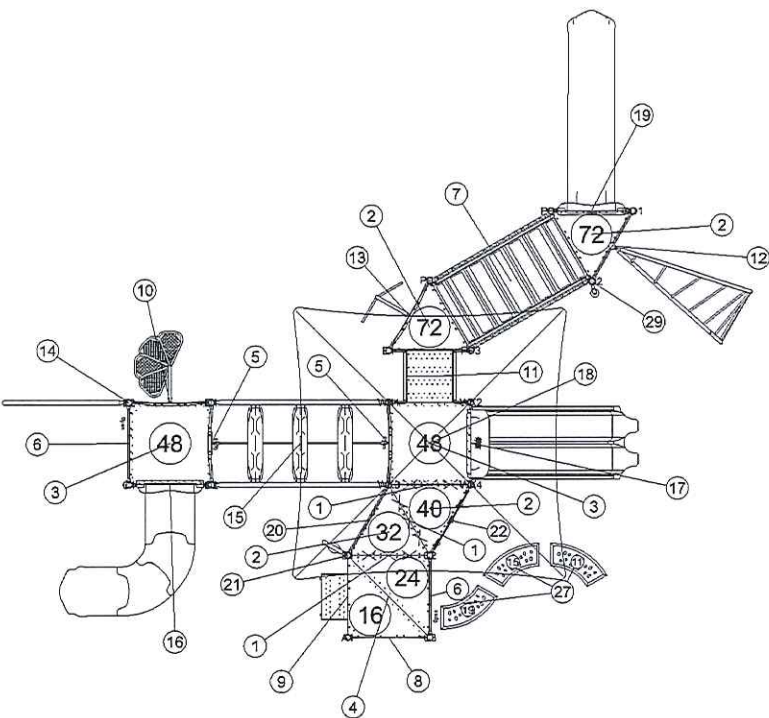
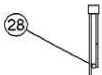
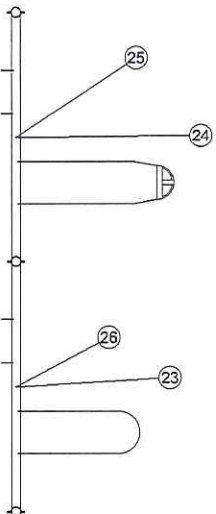
SERIES: Voltage, Basics
COMPONENT PLAN
DRAWN BY: Joel Schleis

BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54936-0549 Telephone 920-921-9220

Indian Hills Park
1620 S B Street
Broken Bow, NE 68822

Creative Sites, LLC
905-98954-4

April 05, 2017



ITEM	COMP.	DESCRIPTION
1	230-0050	8" CLOSURE PLATE
2	230-0221	TRIANGLE PLATFORM S3P
3	230-0222	SQUARE PLATFORM S3P
4	230-0224	SPLIT SQUARE PLATFORM S3P
5	230-0228	UNITARY ENCLOSURE, S3
6	230-0229	OFFSET ENCLOSURE, S3
7	230-0240	SHORT BUCKLE BRIDGE W/BARR
8	330-0015	GRAB BARS
9	330-0313	SINGLE STEP
10	330-0608	FAN CLIMBER 40"-48"
11	330-0629	24" TRANSITION STAIR W/BARR
12	330-0648	CENTER MOUNT TWIST N' TURN
13	330-0668	DOUBLE WING CLIMBER 56"-72"
14	330-0783	POWER PEAK W/ PANELS
15	330-0788	TRIGON ARCH LINK, 8"-48"
16	430-0544	VIPER R2 48-56
17	430-0800	TRIPLE RAIL SLIDE 40"-48"
18	430-0633	12' X 12' SHADEPLAY CANOPY
19	430-0637	VELO SLIDE, 64"-72"
20	530-0624	PIPE WALL, S3
21	530-0719	BUBBLE MIRROR ACTIVITY PAN
22	530-1683	PARATROOP PANEL, ABOVE PL
23	550-0093	SINGLE POST SWING ASSEMBLY
24	550-0094	SINGLE POST SWING ADD-ON 5'
25	550-0100	TOT SEAT, 7' & 8' PAIR, STD CH
26	550-0112	BELT SEAT, 8' PAIR, STD CHAIN
27	580-1312	NOVO ARC BENCH
28	590-0063	LITTLE DIGGER ADA
29	630-0156	POST MOUNTED BELL

Burke.

SERIES: Voltage, Basics
ELEVATION PLAN
DRAWN BY: Joel Schleis

BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54936-0549 Telephone 920-921-9220

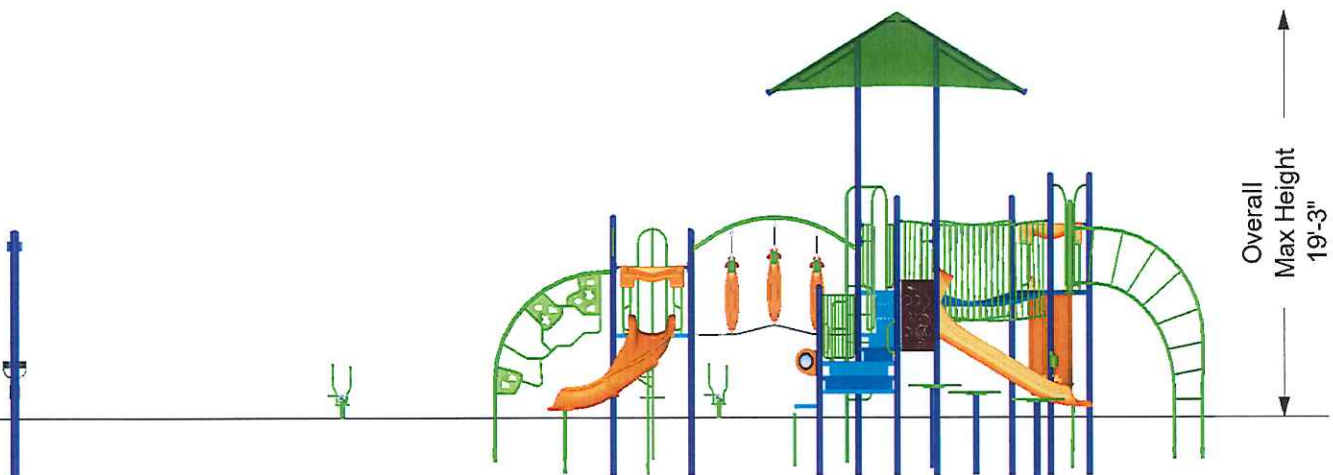
Broken Bow, NE 68822

Indian Hills Park
1620 S B Street

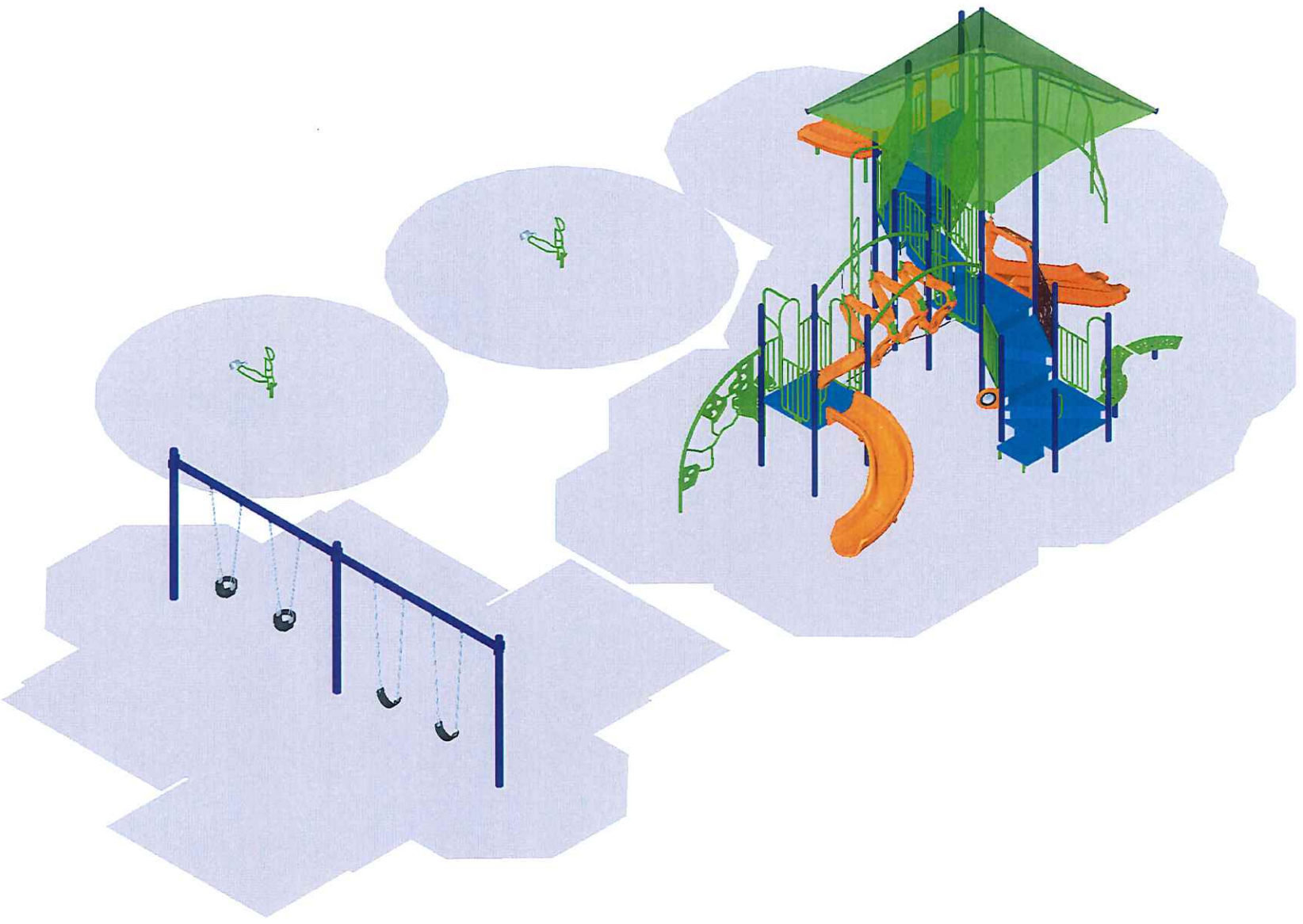
Creative Sites, LLC
905-98954-4

April 05, 2017

8'
Fall Height



The protective surfacing for this design must accomodate the critical fall height.



Burke

SERIES: Voltage, Basics
ISOMETRIC PLAN
DRAWN BY: Joel Schleis

Indian Hills Park
1620 S B Street

Broken Bow, NE 68822

Creative Sites, LLC
905-98954-4

April 05, 2017

BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54936-0549 Telephone 920-921-9220



Proposal # 905-98954-4

April 05, 2017

2017 Pricing

Proposal Prepared for:

Brent Clark
City of Broken Bow
1620 B Street
Broken Bow, NE 68822
Phone: 308-872-2003

Project Location:

Indian Hills Park
1620 S B Street
Broken Bow, NE 68822

Proposal Prepared by:

Creative Sites, LLC
11506 Pierce St
Omaha, NE 68144
Phone: 402-614-4606
Fax: 402-558-1998
jkutilek@cox.net

Julie Kutilek
Phone: 402-614-4606
Fax: 402-558-1998
julie@creativesitesllc.com

Component No.	Description	Qty.	User Cap.	Ext. User Cap.	Weight	Ext. Weight
Voltage						
230-0050	8" CLOSURE PLATE	3	0	0	9	27
230-0221	TRIANGLE PLATFORM S3P	4	2	8	31	124
230-0222	SQUARE PLATFORM S3P	2	6	12	103	206
230-0224	SPLIT SQUARE PLATFORM S3P	1	4	4	115	115
230-0228	UNITARY ENCLOSURE, S3	2	0	0	34	68
230-0229	OFFSET ENCLOSURE, S3	2	0	0	28	56
230-0240	SHORT BUCKLE BRIDGE W/BARRIER	1	7	7	357	357
330-0015	GRAB BARS	1	0	0	6	6
330-0313	SINGLE STEP	1	1	1	42	42
330-0608	FAN CLIMBER 40"-48"	1	3	3	90	90
330-0629	24" TRANSITION STAIR W/BARRIE...	1	2	2	160	160
330-0648	CENTER MOUNT TWIST N' TURN CL...	1	6	6	108	108
330-0668	DOUBLE WING CLIMBER 56"-72"	1	4	4	76	76
330-0783	POWER PEAK W/ PANELS	1	8	8	87	87
330-0788	TRIGON ARCH LINK, 8"-48"	1	9	9	167	167
430-0544	VIPER R2 48-56	1	2	2	147	147
430-0600	TRIPLE RAIL SLIDE 40"-48"	1	4	4	133	133
430-0633	12' X 12' SHADEPLAY CANOPY	1	0	0	210	210
430-0637	VELO SLIDE, 64"-72"	1	2	2	140	140
530-0624	PIPE WALL, S3	1	0	0	34	34
530-0719	BUBBLE MIRROR ACTIVITY PANEL	1	2	2	7	7
530-1683	PARATROOP PANEL, ABOVE PLATFO...	1	3	3	44	44
600-0103	MAINTENANCE KIT	1	0	0	0	0
600-0104	NPPS SUPERVISION SAFETY KIT	1	0	0	3	3
630-0001	POST ASSY 3 1/2 X 91	1	0	0	33	33
630-0002	POST ASSY 3 1/2 X 107	1	0	0	39	39
630-0003	POST ASSY 3 1/2 X 123	3	0	0	45	135
630-0004	POST ASSY 3 1/2 X 139	2	0	0	51	102
630-0005	POST ASSY 3 1/2 X 147	2	0	0	54	107
630-0096	MODULAR HARDWARE	1	0	0	5	5
630-0099	VOLTAGE INSTALLATION KIT	1	0	0	2	2
630-0113	POST ASSY 3 1/2 X 158	3	0	0	58	173
630-0115	POST ASSY 3 1/2 X 171	2	0	0	62	125
630-0156	POST MOUNTED BELL	1	1	1	4	4
630-0163	SWAGED ROOF POST 3 1/2" OD X ...	4	0	0	80	320



Proposal # 905-98954-4

April 05, 2017

2017 Pricing

550-0093	SINGLE POST SWING ASSEMBLY 5"...	1	2	2	237	237
550-0094	SINGLE POST SWING ADD-ON 5" OD	1	2	2	154	154
550-0100	TOT SEAT, 7' & 8' PAIR, STD ...	1	0	0	23	23
550-0112	BELT SEAT, 8' PAIR, STD CHAIN	1	0	0	20	20
580-1312	NOVO ARC BENCH	3	2	6	43	129
590-0063	LITTLE DIGGER ADA	2	1	2	31	63

Total User Capacity: 90

Information is relative to the Apr 5 2017 4:35AM database.

Special Notes:

Prices do not include freight, unloading, material storage, site excavation/preparation, removal of existing equipment, removal of excess soil from footing holes, site security, safety surfacing, installation, or sales tax (if applicable). Prices are based on standard colors per CURRENT YEAR BCI Burke Catalog. Custom colors, where available, would be an extra charge. **Pricing is valid for 45 days from the date of this proposal.**



Proposal # 905-98954-4

April 05, 2017

2017 Pricing

Selected Color List

Color Group	Color
<i>Phase 1</i>	
Platform	Blue
Canopy	Lime
Post	Purple
Accessory	Lime
Kore Konnect	Purple
1 Color Extruded/Flat	Lime
Rotomolded	Orange
2 Color Extruded/Flat (outer)	Brown
2 Color Extruded/Flat (inner)	Tan
<i>Phase 2</i>	
Contemporary Swing Fittings	Purple
Accessory	Lime

The colors listed above reflect the main colors selected. This proposal may contain individual colors that have overridden the main colors. These overridden colors are *not* contained in this list.

BCI BURKE GENERATIONS WARRANTY®

The Longest and Strongest warranty in the Industry

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of invoice.

We stand behind our products.

In addition, the following products are warranted, under normal use and service from the date of invoice as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Intensity®, Voltage®, Nucleus® and Little Buddies®) against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreConnect® clamps against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers)
- One Hundred (100) Year Limited Warranty on bolt-through fastening and clamp systems (Voltage®, Intensity®, Nucleus® and Little Buddies®).
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on main structure platforms and decks, metal roofs, table tops, bench tops, railings, loops and rungs.
- Fifteen (15) Year Limited Warranty on all plastic components including StoneBorders against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GFRP products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty.
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Intensity® and RopeVenture™ cables against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on swing seats and hangers; Kid Koaster® Trolleys and other moving parts against structural failure due to materials or workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Warranty Exclusions: The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather; immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control; and

Limitation of Remedies: Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

Contact your local Burke Representative for warranty information regarding Burke Turf® and Burke Tile products.

TERMS OF SALE

Pricing: Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

Weights: Weights are approximate and may vary with actual orders.

Installation: All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

Specifications: Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

Loss or Damage in Transit: A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 1-800-356-2070.

01/2017

AGREEMENT

THIS AGREEMENT is made and entered into on the _____ day of _____, 2017, by and between the City of Broken Bow, hereinafter referred to as the "City", and the Broken Bow Rural Fire District, hereinafter referred to as the "Rural Fire District".

WHEREAS, over the past several years, each of the parties hereto has become aware that an overcrowding problem exists within the current fire hall facilities, which overcrowding problem has caused a lack of efficiency, as well as safety concerns, due to a lack of working space for personnel and sufficient housing and storage space for emergency equipment;

AND WHEREAS, it is of vital importance to the residents of the City and to the surrounding communities that these problems of overcrowding be resolved;

AND WHEREAS, the parties have agreed, after considerable discussion, that the best solution would be the construction of a new facility at a different location, and that such action would be of significant benefit to both parties.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, and in accordance with Section 13-804 of the Interlocal Cooperation Act, the parties agree as follows:

1. Cost of the Project. The total cost of the proposed construction of a new fire hall is anticipated at this time to be approximately \$1,200,000.00, which cost will include the purchase of land, erection of a building, interior finishing to the building, and such other incidental expenses thereto. It is the intention of both parties to make every effort to stay at or below that projected amount.

2. Land Purchase. The purchase of approximately 2.5 acres of real property located south of the Dollar General Store is currently under consideration. This property is not in a flood plane and its estimated purchase price is \$200,000.00. As part of the sales transaction, the property owner has agreed to provide, without any additional charge, 2,000 yards of dirt for fill and leveling purposes. The final decision as to location and cost of purchasing the necessary land for the new building will be by mutual decision of both parties.

3. General Building Design and Size: It is anticipated that the building will be a steel building, 180' x 80', or as close in size thereto as possible. This would allow five 30' drive-through bays on each side (24' wide for two trucks), together with a 30' x 80' office space (3 offices, 2 bathrooms with showers, 25' x 25' safe room, and a kitchen area). Estimated cost: \$700,000.00 for the building and \$250,000.00 for the finish work. There would be two concrete aprons (150' x 80') in front of the drive-out doors plus concrete around the building and concrete driveways. Estimated cost of the concrete work is \$100,000.00. The final decision as to the type and cost of the building, the extent and cost of interior work, and the extent and cost of concrete work, will be by mutual decision of both parties.

4. Property Purchased and Titled in the Name of the Rural Fire District. Both the land and the building must be purchased in the name of the Rural Fire District.

5. Contribution of Funds. The Rural Fire District, in order to maintain its current cash flow, has voted to contribute a maximum sum of \$500,000.00 to the project. The City will be responsible for all costs exceeding that amount. Although \$700,000.00 has been originally estimated as the total cost attributable to the City, should the actual final costs of the project exceed that amount, then all such overrun costs are solely the responsibility of the City and will be borne entirely by the City.

6. Financing for Construction: The Nebraska State Bank & Trust Company of Broken Bow, Nebraska, has been contacted and has indicated its willingness (possibly along with other local banks) to finance the costs of construction at a 2.5% per annum fixed interest rate with no prepayment penalties. It is understood that this is an approximate interest rate, and that if such rate should be substantially higher, the parties reserve the right to discuss and amend this agreement accordingly, but the only terms that may be amended will be those terms directly associated with and pertaining to the increase in the interest rate.

7. Payment of Loans. The financing of the project will be through two separate loans obtained in the name of the Rural Fire District. The first loan will be in the amount of \$500,000.00, to be payable in amortized monthly payments over a period of ten (10) years by the Rural Fire District from its own funds. The second loan will be in an amount representing the balance of the construction costs. This second loan will also be payable in amortized monthly payments over a period of ten (10) years by the Rural Fire District from funds received from the City as rent

payments under a separate lease agreement to be entered into between the parties. The monthly rent payments are to be in the exact amount as the monthly note payments due from the Rural Fire District on the second loan. If required by the lending institution, the Rural Fire District agrees that it will assign such lease payments to the lending institution as security.

8. Local Contractors and/or Subcontractors: The parties have as one of their main objectives the utilization of the services of local contractors and subcontractors in the construction process, and will endeavor to use such local contractors and/or subcontractors if at all possible; however, the City may be limited by law as to the choice of contractors and/or subcontractors because of bidding requirements set forth in the Nebraska statutes. Each of the parties are to fully comply with all requirements of the statutes.

9. Review of Bids. Following the purchase of the real property, the Rural Fire District will establish a special committee consisting of two Rural Fire District board members, two City Council members, two firemen, and one EMT. The purpose of this special committee will be to review concrete bids, sewer bids, electrical bids, etc. as submitted, and either accept or reject such bids while maintaining the goal of working with local contractors and subcontractors if at all possible.

10. Transfer of Partial Ownership to City. Upon payment in full of both of the aforementioned loans, the Rural Fire District will convey by deed to the City an ownership interest in the property, which ownership interest is to be determined based upon the percentage of funds contributed by each party toward completion of the entire construction project. However, it is understood that regardless of the ownership interests in the property following such transfer, each party will at all times keep and maintain an equal right to the actual use and management of the property.

11. Insurance Coverages.

A. The Rural Fire District will, during the entire term that the property is financed through the bank, maintain appropriate fire, wind, hail, tornado, and other extended casualty insurance coverage on all improvements on the property, as well as maintaining and paying premiums for full liability insurance coverage for the premises. The premiums on such insurance coverages will be paid equally by the City and the Rural Fire District. The Rural Fire District will be billed for such premiums, and will, in turn, bill the City for its one-half of the insurance costs. Both parties will be shown as covered insureds on

all of the policies, and any proceeds received from, or indemnity coverage on, such insurance policies will be considered as owned by the parties in the percentage of their ownership interests in the property (based upon loan repayments) as of the date of the loss.

B. After the loans have been paid in full and a partial interest in the property has been conveyed to the City as provided in paragraph 10 above, the parties will continue to equally share the responsibility of maintaining full liability and extended property coverage on the premises, and the premiums on such insurance coverages will continue to be paid equally by the City and the Rural Fire District irregardless of their respective percentage ownership interests. However, although both parties will be shown as covered insureds on all of the policies, any proceeds received from, or indemnity coverage on, such insurance policies will be considered as owned by the parties in the percentage of their ownership interests in the property as of the date of the loss.

C. The Rural Fire District will continue, at its own expense, to maintain insurance coverage on its fire trucks and/or other personal property items placed in or on the property, in order to indemnify itself against any theft, damage, liability, or loss of any other type or nature to such property. The City will continue, at its own expense, to obtain and maintain insurance coverage on its fire trucks, ambulances, and/or other personal property items placed in or upon the property, in order to indemnify itself against any theft, damage, liability, or loss of any other type or nature to such property.

D. The City will be entirely responsible for the procurement and payment of all workman's compensation coverage on all of the firemen. The Rural Fire District will be primarily responsible for procuring and making premium payments on a \$10,000.00 life insurance policy for each fireman during the active tenure of each such fireman. The City is then obligated to reimburse the Rural Fire District for one-half (½) of the costs of all such premiums.

12. Utilities. All utility services required on the premises, including but not limited to, electricity, water, sewer, gas and telephone, will be the equal responsibility of the parties at all times, whether before, during or after construction, as well as following the transfer of the ownership interest in the property to the City as provided in paragraph 10 above.

13. Maintenance and Repair. All maintenance and repair costs will be shared equally by the parties regardless of any percentage ownership interest as provided in paragraph 10 above.

14. Groundskeeping. The City will be 100% responsible for all snow removal, landscaping, mowing, and general upkeep of the grounds. However, all decisions concerning changes in the landscaping of the grounds must be first agreed to by the Rural Fire District.

15. Completeness of Agreement. All understandings and agreements heretofore made between the parties hereto are merged in this agreement, which alone fully and completely expresses their agreements. Any amendment to this agreement must be made in writing.

16. Governing Law. This agreement will be governed by, construed, and enforced in accordance with the laws of the State of Nebraska.

17. Binding Effect. The terms of this agreement will be binding upon each of the original parties, their agents and representatives, successors, and assignees.

IN WITNESS WHEREOF, the parties have signed this Lease on the date first above written.

CITY OF BROKEN BOW,

BROKEN BOW RURAL FIRE DISTRICT,

By _____

By _____

STATE OF NEBRASKA)
 : ss.
COUNTY OF CUSTER)

The foregoing document was acknowledged before me this _____ day of _____, 2017 by _____, as _____ of and for and on behalf of the City of Broken Bow.

Notary Public

STATE OF NEBRASKA)
 : ss.
COUNTY OF CUSTER)

The foregoing document was acknowledged before me this _____
day of _____, 2017 by _____,
as _____ of and for and on behalf of the Broken
Bow Rural Fire District.

Notary Public