

**CITY OF BROKEN BOW**  
**CITY COUNCIL AGENDA**  
**October 24<sup>th</sup>, 2017 @ 12:00 NOON**  
**City Hall Council Chambers**  
**314 South 10<sup>th</sup> Avenue, Broken Bow, NE**

**Call to Order**

**A. Roll Call**

**B. Pledge of Allegiance**

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

**D. Submittal of Requests for Future Items:** Individuals who have appropriate items for City Council consideration should complete the Request for Future Agenda Items form located on the table by the door. If the issue can be handled administratively without Council action, notification will be provided. If the item is scheduled for a meeting or study session, notification of the date will be given.

**E. Consent Agenda:** The Mayor & Council will review and may or may not approve the consent agenda items for October 24<sup>th</sup>, 2017, which will include the following:

- a. Approval of Minutes of October 10<sup>th</sup>, 2017 Council Meeting [Hyperlink](#)
- b. Approval of Bills as Posted [Hyperlink](#)
- c. Approval of September Treasurer's Report [Hyperlink](#)

**F. Old Business:**

- a. **Public Hearing on Extension of Completion Time for Condemned Property at 423 North 12<sup>th</sup> Avenue** – May or may not vote to open a public hearing regarding condemned property located at 423 North 12<sup>th</sup> Avenue also known as Railroad Addition, Block 76, South 66.5 feet of Lots 1, 2, 3 and 16' alley on west side.
- b. **Extension of Completion Time for Condemned Property at 423 North 12<sup>th</sup> Avenue** – May or may not vote to give an extension of completion time for the condemned property located at 423 North 12<sup>th</sup> Avenue also known as Railroad Addition, Block 76, South 66.5 feet of Lots 1, 2, 3 and 16' alley on west side.

**G. New Business:**

- a. **Public Hearing – Special Use Permit** – May or may not vote to open a public hearing regarding a special use permit at 152 South E Street for a bed and breakfast. [Hyperlink](#)
- b. **Special Use Permit – 152 South E Street** – May or may not vote to approve the special use permit at 152 South E Street for a bed and breakfast. [Hyperlink](#)
- c. **Park Board Appointment** – May or may not vote to approve the appointment of Paul Holland to the Park Board for a term ending February 2019. [Hyperlink](#)

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- d. Agreement with JEO** – May or may not vote to approve the agreement with JEO Consulting Group for the Broken Bow Flood Risk Reduction Project System Wide Improvement Framework (SWIF). [Hyperlink](#)
- e. Lease Agreement for 2015 Bobcat E85 Mini Excavator** – May or may not vote to approve the lease agreement with Kinetic Leasing for a 2015 Bobcat E85 Mini Excavator. [Hyperlink](#)
- f. Resolution 2017-72 – Library Design Services** - May or may not vote to approve payment #14 to JEO Consulting Group Inc. in the amount of \$3,174.75 for work completed on the Broken Bow Library Design Services/Building Renovation and Addition through September 29, 2017. [Hyperlink](#)
- g. Resolution 2017-73 – Downtown Improvements** – May or may not vote to approve payment #32 to JEO Consulting Group Inc. in the amount of \$6,249.75 for work completed on the Broken Bow 2015 Downtown Improvements through October 6, 2017. [Hyperlink](#)

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

**I. Closed Session** - May or may not vote to enter into closed session for the purpose of discussing litigation.

**J. Adjournment**

**Upcoming Events**

- ❖ **November 1<sup>st</sup>** – Planning Commission Meeting at 12:00 pm @ Municipal Building
- ❖ **November 6<sup>th</sup>** – Park Board Meeting at 5:10 pm @ Municipal Building
- ❖ **November 13<sup>th</sup>** – Board of Public Works Meeting at 12:30 pm @ Municipal Building

***The next City Council Meeting will be on November 14<sup>th</sup>, 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 called. 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  
October 10<sup>th</sup>, 2017**

The Broken Bow City Council met in regular session on Tuesday, October 10<sup>th</sup>, 2017. Notice of the meeting was given in advance thereof as required by law by publishing in the Custer County Chief on October 5, 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, and Myers. Absent: Holcomb. 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 October 10<sup>th</sup>, 2017. Said motion includes approval of Minutes of the September 26<sup>th</sup> Council Meeting and Bills to Date. Roll call vote: Voting aye: Neth, Sonnichsen, and Myers. Nays: None. Motion carried.

Aflac, insurance, 832.21, 170.93; Amy White, mileage, 69.55; Ansley Lumber and Supply, supplies, 839.44; Black Hills Energy, gas, 265.73; Brent Clark, travel, 216.98; Broken Bow Airport Authority, monthly payment, 1083.33; Broken Bow Mun Utilities, fuel, 2619.10; Broken Bow Municipal Utilities, utilities, 4662.57; Capital One Bank, training, 280.00; Card Services, supplies, 223.45; Cecil Burt, mileage, 346.72; Central Ne Economic Dev District, dues, 5338.50; City Flex Benefit Plan, flex, 26.04; City of Broken Bow – Health Insurance, insurance, 27665.53, 3321.81; City of Broken Bow Pension Fund, pension, 1746.12, 1848.91, 6256.98; Consolidated Management Co., meal, 186.23; Custer County Treasurer, interlocal, 13184.14; Custer Public Power, CD Cell Power, 36.46; David Dunkel, boot allowance, 100.00; Deere Credit Inc., lease, 216.51; EFTPS Online Payment, payroll, 1916.08, 6651.16, 8192.88; Eakes Office Products, copies, 141.69; Family Heritage, insurance, 56.00; Gateway Motors Inc., repairs, 176.28; Grassland Vet Hospital, pound, 71.19; Great Plains Communications, internet, 70.95; Grocery Kart, supplies, 77.99; Island Supply Welding Co., oxygen, 51.73; Lawson Products, bolts, 42.38; Marriott Cornhusker Hotel, rooms, 696.00; Michael Burnett, boot allowance, 100.00; Mid American Research Chemical, supplies, 5445.66; Municipal Emergency Services, air mask, 134.91; Nebraska Child Support Payment Center, child support, 379.15; Nebraska Dept of Environmental Quality, fee, 500.00; Nebraska Law Enforcement Training Center, training, 150.00; Nebraska Library Association, conference, 520.00; Obrien's True Value, ammo for Taylor training, 47.51; Omaha State Bank, HSA, 318.75; Paula Daily, mileage, 69.55; Paulsen Inc., rock & concrete, 8108.46; Platte Valley Communications, radios, 307.67; Police Officers Assn of Nebr., dues, 90.00; Prachts Ace Hardware, supplies, 73.34; Pristine Cleaning, LLC, cleaning, 375.00; Ron Ripp Construction, overhead door, 3675.00; S&L Sanitary Service, trash, 49.30; Schmicks Market, supplies, 26.07; Shirts, Signs, Mugs, and More, sign, 19.95; State Income Tax WH NE Online Payment, payroll, 2340.66; Tapco, signs, 21.12; Universal Insurance, insurance, 128605.20; Verizon Wireless, internet, 132.54; Viaero Wireless, telephone, 218.19; Village Uniform, rugs, 139.67; Bi-Weekly Payroll, payroll, 46579.80; Total Bills = 288,109.07.

Holcomb entered at 12:05 p.m.

Brad Quackenbush appeared before the Council and asked for an extension of time to get everything completed. He stated that he should have the footing and foundation completed in 30 days and it could be on the foundation in 45 days. December 1<sup>st</sup>, 2017 is the date that completion will be expected. The Council will have this item on the next agenda.

JEO gave an update on the process of working on the levy compliance.

Moved by Sonnichsen, seconded by Neth, to approve Resolution 2017-70. Said resolution approves payment #6 to Chief Construction Company in the amount of \$165,506.79 for work completed on the Library Design Services/Building Renovation and Addition through September 30, 2017. Roll call vote: Voting aye: Holcomb, Neth, Myers, and Sonnichsen. Nays: None. Motion carried.

Moved by Sonnichsen, seconded by Holcomb, to set November 28, 2017 as the new date for the Board of Equalization and levying of special assessments in connection with Street Improvement Districts Nos. 2014-1 and 2014-2. Roll call vote: Voting aye: Myers, Holcomb, Sonnichsen, and Neth. Nays: None. Motion carried.

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

Mayor Burt opened the public comment section of the meeting for those in attendance and noted that this will be last public comment section. Anyone wanting to speak will have to fill out a request to be on the agenda. Mike Evans, 1219 South D Street, questioned having the lights on all the time in the square and how to conserve electricity and how the situation over the weekend had been handled.

Moved by Sonnichsen, seconded by Neth, to enter into closed session at 12:46 p.m. for the purpose of discussing potential litigation. 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, Myers, and Holcomb. Nays: None. Motion carried. White exited at 1:00 p.m. and Donnis Hueftle-Bullock entered at 1:01 p.m.

Moved by Sonnichsen, seconded by Neth, to exit out of closed session at 1:47 p.m. from the purpose of discussing potential litigation. Roll call vote: Voting aye: Holcomb, Myers, Sonnichsen, and Neth. Nays: None. Motion carried.

Moved by Myers, seconded by Holcomb, to adjourn the City Council Meeting at 1:48 p.m. Roll call vote: Voting aye: Sonnichsen, Myers, Holcomb, and Neth. Nays: None. Motion carried.

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Cecil Burt, Mayor

ATTEST:

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Stephanie M. Wright, City Clerk

## Accounts Payable Detail Listing

City of Broken Bow

<u>Vend#</u>	<u>Vendor Name</u>	<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>
	<u>Account#</u>					<u>Description</u>			<u>Debit</u>	<u>Credit</u>
<b>ADgraphix</b>										
25081	10/24/2017	10/24/2017			45.00					Posted
	04-3310.00					new signage for black impala			45.00	0.00
<b>Aflac</b>										
25064	10/18/2017	10/18/2017			832.21					Ck# 56 Printed
	01-1501.00					PRE TAX AFLAC			832.21	0.00
25065	10/18/2017	10/18/2017			170.93					Ck# 56 Printed
	01-1501.00					AFLAC POST TAX			170.93	0.00
25077	10/18/2017	10/18/2017			287.83					Ck# 56 Printed
	01-1501.00					BBHA Aflac			287.91	0.00
	01-1501.00					rounding			0.00	0.08
									287.91	0.08
<b>Andy Holland</b>										
25104	10/24/2017	10/24/2017			3.21					Posted
	06-3223.00					mouse trap reimbursement			3.21	0.00
<b>Arrow Seed</b>										
25125	10/24/2017	10/24/2017			1,837.97					Posted
	09-3339.00					fertilizer/grass seed			1,837.97	0.00
<b>Broken Bow Chamber of Commerce</b>										
25094	10/24/2017	10/24/2017			263.96					Posted
	01-3212.00					Agreement with Chamber			263.96	0.00
25101	10/24/2017	10/24/2017			1,045.00					Posted
	05-3334.00					ambulance incentive			1,045.00	0.00
<b>Cardmember Services</b>										
25121	10/24/2017	10/24/2017			224.75					Posted
	01-3212.00					Employee appreciation SDL			42.75	0.00
	04-3205.00					Tucker hotel room training			182.00	0.00
									224.75	0.00
<b>Carquest of Broken Bow</b>										
25131	10/24/2017	10/24/2017			98.64					Posted
	08-3310.00					parts			98.64	0.00
<b>Century Link</b>										
25086	10/24/2017	10/24/2017			667.28					Posted
	08-3221.00					Street - Basic & Long Distance			32.55	0.00
	04-3221.00					Police - Basic & Long Distance			191.98	0.00
	10-3221.00					Swim Pool - Basic & Credit Card			107.88	0.00
	09-3221.00					Park - Basic & Long Distance			32.55	0.00
	03-3221.00					Handi Bus - Basic & Long Distance			54.36	0.00
	01-3221.00					General -Basic & Long Distance Radio			85.49	0.00
	01-3221.00					General -Basic & Long Distance Office			162.47	0.00
									667.28	0.00
<b>Chris Carlsen</b>										
25080	10/24/2017	10/24/2017			12.00					Posted
	04-3205.00					meal during training			12.00	0.00
<b>City Flex Benefit Plan</b>										
25066	10/18/2017	10/18/2017			26.04					Ck# 57 Printed
	01-1501.00					SELECT FLEX-UNREIMBURSED M/D/V			26.04	0.00
25078	10/18/2017	10/18/2017			200.00					Ck# 57 Printed
	01-1501.00					BBHA Flex			200.00	0.00
<b>City of Broken Bow - Health Insurance</b>										
25076	10/18/2017	10/18/2017			3,523.78					Posted
	01-1501.00					HEALTH INSURANCE			3,523.78	0.00
<b>City of Broken Bow Pension Fund</b>										
25067	10/18/2017	10/18/2017			1,848.91					Posted
	01-1513.00					RETIREMENT LOAN PAYMENT			1,848.91	0.00
25068	10/18/2017	10/18/2017			6,433.60					Posted
	01-1502.00					RETIREMENT NEW			6,433.60	0.00
<b>Colonial Research Chem Corp</b>										
25110	10/24/2017	10/24/2017			6,184.15					Posted
	08-3344.00					weed spray			6,184.15	0.00

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	<u>Account#</u>			<u>Work Order</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>
<b>Consolidated Management Co. (continued)</b>										
25082	10/24/2017	10/24/2017			152.38					Posted
	04-3205.00					meals			152.38	0.00
<b>Custer County Chief</b>										
25088	10/24/2017	10/24/2017			268.74					Posted
	01-3209.00					publication			268.74	0.00
25139	10/24/2017	10/24/2017			35.00					Posted
	01-3209.00					subscription			35.00	0.00
<b>Custer Title and Abstract</b>										
25109	10/24/2017	10/24/2017			823.00					Posted
	12-4200.00					title searches for assessments			823.00	0.00
<b>Custer Transfer Station</b>										
25111	10/24/2017	10/24/2017			36.80					Posted
	08-3310.00					dump fees			36.80	0.00
<b>Danko Emergency Equipment Co</b>										
25103	10/24/2017	10/24/2017			900.00					Posted
	06-3310.00					pump test			900.00	0.00
<b>Dollar General-Regions 410526</b>										
25130	10/24/2017	10/24/2017			31.74					Posted
	02-3223.01					soap and cleaning supplies			31.74	0.00
<b>EFTPS Online Payment</b>										
25072	10/18/2017	10/18/2017			2,017.52					Ck# 52 Printed
	01-1500.00					MEDICARE			2,017.52	0.00
25073	10/18/2017	10/18/2017			7,048.18					Ck# 52 Printed
	01-1500.00					FEDERAL MARRIED			4,305.24	0.00
	01-1500.00					FEDERAL SINGLE			2,742.94	0.00
									7,048.18	0.00
25074	10/18/2017	10/18/2017			8,626.46					Ck# 52 Printed
	01-1500.00					SOCIAL SECURITY			8,626.46	0.00
<b>Evan June</b>										
25099	10/24/2017	10/24/2017			100.00					Posted
	08-3410.01					work boots			100.00	0.00
<b>Fairfield Inn &amp; Suites-Kearney</b>										
25107	10/24/2017	10/24/2017			284.85					Posted
	04-3205.00					hotel room Scott training			284.85	0.00
<b>Family Heritage</b>										
25069	10/18/2017	10/18/2017			56.00					Ck# 54 Printed
	01-1501.00					FAMILY HERITAGE			56.00	0.00
<b>Fyr-Tek</b>										
25102	10/24/2017	10/24/2017			1,209.30					Posted
	06-3310.00					annual service on 3 pumpers			1,209.30	0.00
<b>Garrett Tires &amp; Treads</b>										
25123	10/24/2017	10/24/2017			74.40					Posted
	03-3310.00					handi bus service			74.40	0.00
<b>Gateway Motors Inc</b>										
25132	10/24/2017	10/24/2017			547.94					Posted
	08-3310.00					pump			547.94	0.00
<b>Great Plains Communications</b>										
25092	10/24/2017	10/24/2017			900.00					Posted
	07-3221.00					Internet			900.00	0.00
<b>Hokanson Clan Helping Hands</b>										
25118	10/24/2017	10/24/2017			450.00					Posted
	07-3419.01					cleaning service			450.00	0.00
<b>Hometown Leasing</b>										
25126	10/24/2017	10/24/2017			200.17					Posted
	04-3216.00					Copier Lease			111.26	0.00
	07-3216.00					Copier Lease			88.91	0.00
									200.17	0.00

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City of Broken Bow

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<b>Pay#</b>	<b>Post Date</b>	<b>Due Date</b>	<b>Amount</b>	<b>Invoice</b>	<b>Date</b>	<b>PO#</b>	<b>Date</b>	<b>Status</b>
	<b>Account#</b>	<b>Work Order</b>		<b>Description</b>			<b>Debit</b>	<b>Credit</b>
<b>Ingram Library Services (continued)</b>								
25098	10/24/2017	10/24/2017	2,687.43					Posted
	07-3340.00			materials			2,687.43	0.00
<b>International Institute Municipal Clerks</b>								
25127	10/24/2017	10/24/2017	160.00					Posted
	01-3206.00			membership fee			160.00	0.00
<b>Kirkpatrick Cleaning Solutions</b>								
25129	10/24/2017	10/24/2017	26.23					Posted
	02-3223.01			paper towels			26.23	0.00
<b>Kully Pipe &amp; Steel</b>								
25119	10/24/2017	10/24/2017	787.25					Posted
	12-4200.00			Tyke Arnold Sign - storm damage - ins re			787.25	0.00
<b>Markham Construction</b>								
25114	10/24/2017	10/24/2017	4,480.00					Posted
	08-3425.00			curb and gutter			4,480.00	0.00
<b>Matheson Tri-Gas Inc</b>								
25112	10/24/2017	10/24/2017	43.60					Posted
	08-3310.00			argon and oxygen			43.60	0.00
<b>Mead Lumber</b>								
25113	10/24/2017	10/24/2017	1,311.37					Posted
	08-3350.00			tools			990.92	0.00
	09-3310.00			hardware and supplies			62.33	0.00
	11-3416.00			lumber, doors, shims, screws			258.12	0.00
							1,311.37	0.00
<b>Mid Plains Community College</b>								
25079	10/24/2017	10/24/2017	72.00					Posted
	05-3313.00			refresher course for EMT			72.00	0.00
<b>Monte Clark</b>								
25100	10/24/2017	10/24/2017	100.00					Posted
	08-3410.01			boots			100.00	0.00
<b>Nebraska Center For The Book</b>								
25089	10/24/2017	10/24/2017	25.00					Posted
	07-3340.00			membership			25.00	0.00
<b>1 Nebraska Child Support Payment Center</b>								
25071	10/18/2017	10/18/2017	379.15					Ck# 55 Printed
	01-1503.00			CHILD SUPPORT-NE			379.15	0.00
<b>Nebraska Dept of Revenue</b>								
25063	10/12/2017	10/12/2017	983.00					Ck# 51 Printed
	01-2400.10			Keno Taxes			983.00	0.00
<b>Nebraska Library Commission</b>								
25090	10/24/2017	10/24/2017	622.00					Posted
	07-3340.00			book purchases			122.00	0.00
	07-3340.20			overdrive			500.00	0.00
							622.00	0.00
<b>Nebraska Salt and Grain</b>								
25116	10/24/2017	10/24/2017	4,515.00					Posted
	08-3345.00			ice slicer			4,515.00	0.00
<b>OSA/Computers Plus</b>								
25083	10/24/2017	10/24/2017	22.57					Posted
	04-3223.00			supplies			22.57	0.00
25087	10/24/2017	10/24/2017	235.03					Posted
	06-3223.00			office supplies			27.17	0.00
	05-3223.00			office supplies			26.99	0.00
	07-3223.00			office supplies			24.99	0.00
	02-3223.01			supplies			155.88	0.00
							235.03	0.00

Obrien's True Value

## Accounts Payable Detail Listing

City of Broken Bow

**Vend# Vendor Name**

<b>Pay#</b>	<b>Post Date</b>	<b>Due Date</b>	<b>Amount</b>	<b>Invoice</b>	<b>Date</b>	<b>PO#</b>	<b>Date</b>	<b>Status</b>
	<b>Account#</b>	<b>Work Order</b>		<b>Description</b>			<b>Debit</b>	<b>Credit</b>
<b>Obrien's True Value (continued)</b>								
25136	10/24/2017	10/24/2017	239.28					Posted
	08-3310.00			hardware and supplies			177.68	0.00
	09-3311.00			hardware and supplies			61.60	0.00
							<u>239.28</u>	<u>0.00</u>
<b>Omaha State Bank</b>								
25070	10/18/2017	10/18/2017	318.75					Ck# 58 Printed
	01-1501.00			HSA			318.75	0.00
<b>Plains Equipment Group</b>								
25124	10/24/2017	10/24/2017	610.53					Posted
	09-3310.00			parts			610.53	0.00
<b>Police Officers Assn of Nebr</b>								
25084	10/24/2017	10/24/2017	70.00					Posted
	04-3209.00			2017 handbook			70.00	0.00
<b>Prachts Ace Hardware</b>								
25133	10/24/2017	10/24/2017	395.14					Posted
	08-3310.00			supplies and hardware			231.31	0.00
	09-3311.00			supplies and hardware			163.83	0.00
							<u>395.14</u>	<u>0.00</u>
<b>Presto X Company</b>								
25091	10/24/2017	10/24/2017	47.00					Posted
	07-3311.00			monthly service			47.00	0.00
<b>Pristine Cleaning, LLC</b>								
25108	10/24/2017	10/24/2017	375.00					Posted
	02-3419.01			Cleaning Service			375.00	0.00
<b>Ranchland Ford</b>								
25117	10/24/2017	10/24/2017	215.27					Posted
	05-3310.00			repairs to 99-2			215.27	0.00
<b>Random House</b>								
25096	10/24/2017	10/24/2017	243.75					Posted
	07-3340.00			materials			243.75	0.00
<b>Schaper and White Law Firm</b>								
25128	10/24/2017	10/24/2017	3,377.50					Posted
	01-3214.00			legal fees			3,377.50	0.00
<b>Schmicks Market</b>								
25106	10/24/2017	10/24/2017	46.55					Posted
	06-3223.00			cleaning			46.55	0.00
<b>Shane Fiorelli</b>								
25085	10/24/2017	10/24/2017	11.00					Posted
	04-3205.00			meal during training			11.00	0.00
<b>Sport Videos</b>								
25095	10/24/2017	10/24/2017	360.00					Posted
	07-3340.00			video books			360.00	0.00
<b>State Income Tax WH NE Online Payment</b>								
25075	10/18/2017	10/18/2017	2,486.97					Ck# 53 Printed
	01-1500.00			STATE MARRIED			1,606.42	0.00
	01-1500.00			STATE SINGLE			880.55	0.00
							<u>2,486.97</u>	<u>0.00</u>
<b>Taste of Home</b>								
25097	10/24/2017	10/24/2017	32.98					Posted
	07-3340.00			book purchase			32.98	0.00
<b>The Angela Foundation Inc.</b>								
25137	10/24/2017	10/24/2017	600.00					Posted
	12-4200.01			rent			600.00	0.00
<b>Trotter Fertilizer</b>								
25122	10/24/2017	10/24/2017	2,109.79					Posted
	09-3339.00			fertilizer			2,109.79	0.00



**Accounts Payable Detail Listing**

City of Broken Bow

**Vend# Vendor Name**

<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>
	<u>Account#</u>	<u>Work Order</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>
<b>Trotter Service (continued)</b>								
25134	10/24/2017	10/24/2017	5,832.46					Posted
	08-3310.00			grader tires, flat repair, steering gear			5,832.46	0.00
<b>US Bank Equipment Finance</b>								
25138	10/19/2017	10/19/2017	303.97					Ck# 59 Printed
	01-3216.00			Copier Lease			303.97	0.00
<b>Unitech</b>								
25115	10/24/2017	10/24/2017	7,557.50					Posted
	08-3345.00			ice control			1,190.00	0.00
	08-3344.00			liquid sterilant, granular sterilant			6,367.50	0.00
							<u>7,557.50</u>	<u>0.00</u>
<b>Verizon Wireless</b>								
25105	10/24/2017	10/24/2017	30.02					Posted
	06-3221.00			Data			30.02	0.00
<b>Wenquist Inc.</b>								
25135	10/24/2017	10/24/2017	428.26					Posted
	08-3310.00			parts and supplies			428.26	0.00
<b>Woods &amp; Aitken LLP</b>								
25120	10/24/2017	10/24/2017	313.50					Posted
	01-3214.00			legal fees			313.50	0.00
<b>World Book Inc</b>								
25093	10/24/2017	10/24/2017	714.00					Posted
	07-3340.00			book purchases			714.00	0.00
			<u>90,636.59</u>	77 Non-voided payables listed.				

**Report Setup**

AP - Accounts Payable Listing : Vendor Name

**Filter Options**

Starting: 10/11/2017

Ending: 10/24/2017

Banks: All

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

All Vendors Selected

Payroll \$49,240.93

# Check Approval List - GL Account

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City of Broken Bow

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<u>Vendor Name</u>	<u>Invoice</u>	<u>Invoice Description</u>	<u>Account Description</u>	<u>Amount</u>
<b>General</b>				
Aflac		AFLAC POST TAX	Health/Life/Acc Insuranc	\$170.93
Aflac		PRE TAX AFLAC	Health/Life/Acc Insuranc	\$832.21
Aflac		BBHA Aflac	Health/Life/Acc Insuranc	\$287.91
Aflac		BBHA Aflac	Health/Life/Acc Insuranc	(\$0.08)
Broken Bow Chamber of Commerce		Agreement with Chamber	City Promotions	\$263.96
Cardmember Services		SDL and hotel room for training	City Promotions	\$42.75
Century Link		telephone	Telephone/Internet	\$85.49
Century Link		telephone	Telephone/Internet	\$162.47
City Flex Benefit Plan		BBHA Flex	Health/Life/Acc Insuranc	\$200.00
City Flex Benefit Plan		SELECT FLEX-UNREIMBURSED M/D/V	Health/Life/Acc Insuranc	\$26.04
City of Broken Bow - Health Insurance		HEALTH INS	Health/Life/Acc Insuranc	\$3,523.78
City of Broken Bow Pension Fund		RETIREMENT NEW	Pension	\$6,433.60
City of Broken Bow Pension Fund		RETIREMENT LOAN PAYMENT	Loan Payment	\$1,848.91
Custer County Chief		publication	Printing & Publication	\$268.74
Custer County Chief		subscription	Printing & Publication	\$35.00
EFTPS Online Payment		MEDICARE	Payroll Taxes	\$2,017.52
EFTPS Online Payment		FEDERAL	Payroll Taxes	\$4,305.24
EFTPS Online Payment		FEDERAL	Payroll Taxes	\$2,742.94
EFTPS Online Payment		FICA	Payroll Taxes	\$8,626.46
Family Heritage		FAMILY HERITAGE	Health/Life/Acc Insuranc	\$56.00
International Institute Municipal Clerks		membership fee	Association Dues	\$160.00
Nebraska Child Support Payment Center		CHILD SUPPORT-NE	Child Support	\$379.15
Nebraska Dept of Revenue		Keno Taxes	KENO Proceeds	\$983.00
Omaha State Bank		HSA	Health/Life/Acc Insuranc	\$318.75
Schaper and White Law Firm		legal fees	Legal Fees	\$3,377.50
State Income Tax WH NE Online Paymei		STATE	Payroll Taxes	\$880.55
State Income Tax WH NE Online Paymei		STATE	Payroll Taxes	\$1,606.42
US Bank Equipment Finance		copier leases	Copier Maint/Expense	\$303.97
Woods & Aitken LLP		legal fees	Legal Fees	\$313.50
			Total General	\$40,252.71
<b>Municipal Building</b>				
Dollar General-Regions 410526		soap and cleaning supplies	Building Cleaning Suppli	\$31.74
Kirkpatrick Cleaning Solutions		paper towels	Building Cleaning Suppli	\$26.23
OSA/Computers Plus		office supplies	Building Cleaning Suppli	\$155.88
Pristine Cleaning, LLC		cleaning service	Contracted Services	\$375.00
			Total Municipal Building	\$588.85
<b>Handi Bus</b>				
Century Link		telephone	Telephone/Internet	\$54.36
Garrett Tires & Treads		handi bus service	Maint/Repair Equipment	\$74.40
			Total Handi Bus	\$128.76
<b>Police</b>				
ADgraphix		new signage for black impala	Maint/Repair Equipment	\$45.00
Cardmember Services		SDL and hotel room for training	Travel & Meeting Expen:	\$182.00
Century Link		telephone	Telephone/Internet	\$191.98
Chris Carlsen		meal during training	Travel & Meeting Expen:	\$12.00
Consolidated Management Co.		meals	Travel & Meeting Expen:	\$152.38
Fairfield Inn & Suites-Kearney		hotel room Scott training	Travel & Meeting Expen:	\$284.85
Hometown Leasing		copier lease	Copier Maint/Expense	\$111.26
OSA/Computers Plus		supplies	Supplies & Postage	\$22.57
Police Officers Assn of Nebr		2017 handbook	Printing & Publication	\$70.00
Shane Fiorelli		meal during training	Travel & Meeting Expen:	\$11.00
			Total Police	\$1,083.04
<b>Rescue Unit</b>				
Broken Bow Chamber of Commerce		ambulance incentive	Ambulance Driver Incent	\$1,045.00
Mid Plains Community College		refresher course for EMT	Training	\$72.00
OSA/Computers Plus		office supplies	Supplies & Postage	\$26.99
Ranchland Ford		repairs to 99-2	Maint/Repair Equipment	\$215.27
			Total Rescue Unit	\$1,359.26
<b>Fire</b>				
Andy Holland		mouse trap reimbursement	Supplies & Postage	\$3.21
Danko Emergency Equipment Co		pump test	Maint/Repair Equipment	\$900.00
Fyr-Tek		annual service on 3 pumpers	Maint/Repair Equipment	\$1,209.30
OSA/Computers Plus		office supplies	Supplies & Postage	\$27.17
Schmicks Market		cleaning	Supplies & Postage	\$46.55
Verizon Wireless		data	Telephone/Internet	\$30.02

# Check Approval List - GL Account

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City of Broken Bow

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<u>Vendor Name</u>	<u>Invoice</u>	<u>Invoice Description</u>	<u>Account Description</u>	<u>Amount</u>
<b>Fire</b>				
			Total Fire	\$2,216.25
<b>Library</b>				
Great Plains Communications	internet	Telephone/Internet		\$900.00
Hokanson Clan Helping Hands	cleaning service	Contracted Services		\$450.00
Hometown Leasing	copier lease	Copier Maint/Expense		\$88.91
Ingram Library Services	materials	Book Purchases		\$2,687.43
Nebraska Center For The Book	membership	Book Purchases		\$25.00
Nebraska Library Commission	overdrive	Book Purchases		\$122.00
Nebraska Library Commission	overdrive	Nebraska Overdrive		\$500.00
OSA/Computers Plus	office supplies	Supplies & Postage		\$24.99
Presto X Company	monthly service	Maintenance & Repair B		\$47.00
Random House	materials	Book Purchases		\$243.75
Sport Videos	video books	Book Purchases		\$360.00
Taste of Home	book purchase	Book Purchases		\$32.98
World Book Inc	book purchases	Book Purchases		\$714.00
		Total Library		\$6,196.06
<b>Street</b>				
Carquest of Broken Bow	parts	Maint/Repair Equipment		\$98.64
Century Link	telephone	Telephone/Internet		\$32.55
Colonial Research Chem Corp	weed spray	Chemicals		\$6,184.15
Custer Transfer Station	dump fees	Maint/Repair Equipment		\$36.80
Evan June	work boots	Safety Equipment		\$100.00
Gateway Motors Inc	pump	Maint/Repair Equipment		\$547.94
Markham Construction	curb and gutter	Street Construction		\$4,480.00
Matheson Tri-Gas Inc	argon and oxygen	Maint/Repair Equipment		\$43.60
Mead Lumber	hardware, tools, supplies	Shop Tools		\$990.92
Monte Clark	boots	Safety Equipment		\$100.00
Nebraska Salt and Grain	ice slicer	Road Materials		\$4,515.00
Obrien's True Value	hardware and supplies	Maint/Repair Equipment		\$177.68
Prachts Ace Hardware	supplies and hardware	Maint/Repair Equipment		\$231.31
Trotter Service	grader tires, flat repair, steering gear	Maint/Repair Equipment		\$5,832.46
Unitech	ice control, liquid sterilant, granular sterilant	Chemicals		\$6,367.50
Unitech	ice control, liquid sterilant, granular sterilant	Road Materials		\$1,190.00
Wenquist Inc.	parts and supplies	Maint/Repair Equipment		\$428.26
		Total Street		\$31,356.81
<b>Park</b>				
Arrow Seed	fertilizer/grass seed	Maintenance/Repair Gro		\$1,837.97
Century Link	telephone	Telephone/Internet		\$32.55
Mead Lumber	hardware, tools, supplies	Maint/Repair Equipment		\$62.33
Obrien's True Value	hardware and supplies	Maintenance & Repair B		\$61.60
Plains Equipment Group	parts	Maint/Repair Equipment		\$610.53
Prachts Ace Hardware	supplies and hardware	Maintenance & Repair B		\$163.83
Trotter Fertilizer	fertilizer	Maintenance/Repair Gro		\$2,109.79
		Total Park		\$4,878.60
<b>Swimming Pool</b>				
Century Link	telephone	Telephone/Internet		\$107.88
		Total Swimming Pool		\$107.88
<b>Sanitation</b>				
Mead Lumber	hardware, tools, supplies	Land & Buildings		\$258.12
		Total Sanitation		\$258.12
<b>ST Infra/Capital</b>				
Custer Title and Abstract	title searches for assessments	Sales Tax Infra Projects		\$823.00
Kully Pipe & Steel	Tyke Arnold Sign - storm damage - ins reir	Sales Tax Infra Projects		\$787.25
The Angela Foundation Inc.	rent	Library		\$600.00
		Total ST Infra/Capital		\$2,210.25
				\$90,636.59

Report Selection: Check Approval List - GL Account  
 Date Range Selection: GL Posting Date  
 Starting Date: 10/11/2017  
 Ending Date: 10/24/2017

Payroll \$49,240.93

Return to Agenda

**City Account Balances September 2017**

	<b>Beginning Balance</b>	<b>Receipts</b>	<b>Disbursements</b>	<b>Ending Balance</b>
<b><u>Nebraska State Bank</u></b>				
General Checking	49,670.35	650,556.48	(540,182.66)	160,044.17
Bond Account	121,478.31	85,278.76	-	206,757.07
Street Dept Savings	200.00	-	-	200.00
Health Insurance	59,665.80	71,812.33	(22,911.98)	108,566.15
General Savings	2,330.26	1.16	-	2,331.42
Short-Term Disability/Health	2,761.80	0.22	-	2,762.02
Redevelopment Authority (CRA)	11,424.01	97,079.00	-	108,503.01
Bond CD 394	112,440.15	-	-	112,440.15
Bond CD 783	100,347.43	-	-	100,347.43
 <b><u>Bruning State Bank</u></b>				
General Money Market	133,231.73	32.85	-	133,264.58
General Savings	84,212.29	227,039.24	-	311,251.53
Sales Tax Money Market	382,372.95	157.14	-	382,530.09
Sales Tax Savings	410,894.16	108,553.53	(420,000.00)	99,447.69
General Checking	101.64	420,000.00	(420,000.00)	101.64
Memorial Fund	38,281.98	24.34	-	38,306.32
CD Cell Financial Assistance	31,911.75	6.56	-	31,918.31
CDBG	197.98	-	-	197.98
Flex Benefit	6,500.10	252.08	(559.80)	6,192.38
Pension	2,378.28	17,737.78	-	20,116.06
City Square Ira Stone Memorial CD	6,233.68	-	-	6,233.68
Health CD 247	150,679.72	-	-	150,679.72
Health CD 248	162,900.29	-	-	162,900.29
Health CD 462	80,540.77	-	-	80,540.77
Health CD 706	60,780.19	-	-	60,780.19

## City of Broken Bow

Account	Account Name	Fiscal Year 16 - 17			Budget			Fiscal Year 15 - 16	
		Current	Year To Date	%Used	Current	Total	Remaining	Year To Date	Total
Revenue									
General									
01-2020.00	Motor Vehicle Tax	5,694.57	71,755.45	108.23 %	5,525.00	66,300.00	(5,455.45)	70,404.20	70,404.20
01-2030.00	Motor Vehicle Tax Pro-rate	0.00	1,629.80	108.65 %	125.00	1,500.00	(129.80)	1,587.72	1,587.72
01-2035.00	Motor Vehicle Fee	0.00	33,482.22	133.93 %	2,087.00	25,000.00	(8,482.22)	32,856.05	32,856.05
01-2040.00	County Road Levy	5,257.88	21,023.91	175.20 %	1,000.00	12,000.00	(9,023.91)	5,437.51	5,437.51
01-2050.00	Homestead Allocation	0.00	49,364.52	246.82 %	1,663.00	20,000.00	(29,364.52)	45,434.15	45,434.15
01-2060.00	Property Tax	213,774.92	791,643.24	98.75 %	66,814.00	801,702.00	10,058.76	731,725.78	731,725.78
01-2070.00	Bond Funds	0.00	1,504,312.20	94.02 %	133,337.00	1,600,000.00	95,687.80	0.00	0.00
01-2080.00	Mutual Finance Organization	0.00	13,545.08	112.88 %	1,000.00	12,000.00	(1,545.08)	6,723.69	6,723.69
01-2090.00	Interlocal Fire Board	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
01-2100.00	Housing Authority Tax	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
01-2200.00	Utility Transfer	49,967.24	555,315.39	100.97 %	45,837.00	550,000.00	(5,315.39)	551,523.39	551,523.39
01-2205.00	Utility Transfer Adm Costs	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
01-2210.00	Transfer from Utilities - Bond	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
01-2210.10	Transfer from Bond Fund	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
01-2300.00	Equalization Payment	23,231.31	181,011.27	98.30 %	15,344.00	184,139.00	3,127.73	187,035.23	187,035.23
01-2301.00	Government Subdisivion Aid	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
01-2302.00	MIRF	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
01-2303.00	Sales Tax Income .5%	33,412.55	395,144.86	103.99 %	31,663.00	380,000.00	(15,144.86)	403,933.11	403,933.11
01-2303.10	Sales Tax Income 1%	66,825.09	790,289.71	112.90 %	58,337.00	700,000.00	(90,289.71)	807,866.27	807,866.27
01-2303.20	Sales Tax Motor Vehicle .5%	7,994.16	109,409.55	121.57 %	7,500.00	90,000.00	(19,409.55)	100,893.63	100,893.63
01-2303.30	Sales Tax Motor Vehicle 1%	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
01-2400.00	Telecommunications Tax	503.22	37,191.88	74.38 %	4,163.00	50,000.00	12,808.12	43,796.19	43,796.19
01-2400.10	KENO Proceeds	1,132.09	11,207.25	56.04 %	1,663.00	20,000.00	8,792.75	19,445.40	19,445.40
01-2400.20	Hotel/Motel Occupation Tax	5,900.90	44,424.12	120.07 %	3,087.00	37,000.00	(7,424.12)	46,910.57	46,910.57
01-2401.00	Franchise Tax	0.00	31,954.73	103.08 %	2,587.00	31,000.00	(954.73)	33,607.78	33,607.78
01-2401.10	Lease Payments/Tower Rent	440.00	5,280.00	105.60 %	413.00	5,000.00	(280.00)	4,060.00	4,060.00
01-2402.00	Fees/Permits/Licenses	2,555.00	24,535.00	163.57 %	1,250.00	15,000.00	(9,535.00)	14,590.00	14,590.00
01-2404.00	Publication Reimbursements	0.00	140.16	0.00 %	0.00	0.00	(140.16)	145.48	145.48
01-2405.00	Miscellaneous Reimbursements	2,190.31	30,704.04	0.00 %	0.00	0.00	(30,704.04)	22,301.87	22,301.87
01-2406.00	Gifts/Donations/Memorials	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
01-2407.00	Interest Income	639.84	4,090.09	40.90 %	837.00	10,000.00	5,909.91	8,814.10	8,814.10
01-2408.00	Miscellaneous Income	10.00	22,651.01	0.00 %	0.00	0.00	(22,651.01)	3,309.72	3,309.72
01-2410.01	Grant Funds - Park Trail	0.00	301,573.14	92.70 %	27,104.00	325,314.00	23,740.86	0.00	0.00
TOTAL Revenue		419,529.08	5,031,678.62	101.94 %	411,336.00	4,935,955.00	(95,723.62)	3,142,401.84	3,142,401.84

**Expense****General**

01-3101.00	Salaries	13,800.88	149,658.50	99.77 %	12,500.00	150,000.00	341.50	164,140.16	164,140.16
01-3102.00	FICA/Medicare	1,006.12	10,854.28	94.38 %	962.00	11,500.00	645.72	12,004.91	12,004.91
01-3103.00	Pension	338.16	3,879.04	53.14 %	612.00	7,300.00	3,420.96	1,786.41	1,786.41
01-3104.00	Health Insurance	2,958.84	37,164.17	74.33 %	4,163.00	50,000.00	12,835.83	71,011.33	71,011.33
01-3202.00	Education and Training	0.00	1,614.00	23.06 %	587.00	7,000.00	5,386.00	(2,467.00)	(2,467.00)
01-3205.00	Travel & Meeting Expense	892.92	10,883.85	108.84 %	837.00	10,000.00	(883.85)	8,223.42	8,223.42
01-3205.01	Admin. Mileage Reimb	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
01-3205.02	Admin. Housing Reimb	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
01-3205.03	Employee Expenses	0.00	722.00	240.67 %	25.00	300.00	(422.00)	648.40	648.40
01-3206.00	Association Dues	10.00	8,263.00	103.29 %	663.00	8,000.00	(263.00)	12,186.00	12,186.00

Account	Account Name	Fiscal Year 16 - 17			Budget			Fiscal Year 15 - 16	
		Current	Year To Date	%Used	Current	Total	Remaining	Year To Date	Total
Expense (Continued)									
General									
01-3207.00	Bonds & Insurance	3,359.20	124,401.50	106.33 %	9,750.00	117,000.00	(7,401.50)	108,044.98	108,044.98
01-3208.00	Audit Expense	0.00	11,530.00	72.06 %	1,337.00	16,000.00	4,470.00	12,425.00	12,425.00
01-3209.00	Printing & Publication	812.68	4,319.65	86.39 %	413.00	5,000.00	680.35	4,211.03	4,211.03
01-3210.00	Longevity Pay	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
01-3211.00	Election Expense	0.00	2,325.00	162.50 %	13.00	200.00	(2,125.00)	98.00	98.00
01-3212.00	City Promotions	1,349.98	31,809.85	90.89 %	2,913.00	35,000.00	3,190.15	24,226.25	24,226.25
01-3212.10	KENO Taxes	0.00	0.00	0.00 %	0.00	0.00	0.00	1,073.00	1,073.00
01-3212.20	KENO Expenses	0.00	0.00	0.00 %	0.00	0.00	0.00	100.00	100.00
01-3213.00	Weather Station Expense	24.26	268.48	89.49 %	25.00	300.00	31.52	262.53	262.53
01-3214.00	Legal Fees	2,164.50	53,920.07	89.87 %	5,000.00	60,000.00	6,079.93	22,724.50	22,724.50
01-3214.10	Engineering Fees	0.00	1,575.00	63.00 %	212.00	2,500.00	925.00	0.00	0.00
01-3214.20	Contracted Services	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
01-3215.00	Contingency	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
01-3216.00	Copier Maint/Expense	973.17	6,469.22	117.62 %	462.00	5,500.00	(969.22)	6,132.50	6,132.50
01-3216.10	Software Fees	0.00	1,819.06	90.95 %	163.00	2,000.00	180.94	1,658.00	1,658.00
01-3217.00	Radio Communications	10,387.49	124,649.88	100.00 %	10,382.00	124,650.00	0.12	134,305.80	134,305.80
01-3218.00	Pension Administration	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
01-3221.00	Telephone/Internet	254.74	3,067.53	68.17 %	375.00	4,500.00	1,432.47	1,405.32	1,405.32
01-3222.00	Miscellaneous Expense	112.00	1,629.77	81.49 %	163.00	2,000.00	370.23	1,186.17	1,186.17
01-3223.00	Supplies & Postage	392.50	3,991.51	79.83 %	413.00	5,000.00	1,008.49	4,620.18	4,620.18
01-3223.10	Bank Fees	0.00	148.34	148.34 %	12.00	100.00	(48.34)	107.64	107.64
01-3223.20	Filing Fees	0.00	111.75	22.35 %	38.00	500.00	388.25	75.75	75.75
01-3224.00	Sales Tax Infra Projects	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
01-3224.01	Aquatic Facility	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
01-3224.02	Wayside Horns	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
01-3224.03	TE Trail Project	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
01-3224.04	Sales Tax Bond Project	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
01-3224.05	Sidewalk Repairs City Square	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
01-3224.06	5th Street Improvement	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
01-3224.07	Indian Hills Project	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
01-3224.08	East Lift Station	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
01-3224.09	Downtown Improvements	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
01-3320.00	Interest	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
01-3409.00	Airport Monthly Payment	1,083.37	13,000.00	100.00 %	1,087.00	13,000.00	0.00	12,999.96	12,999.96
01-3410.00	Equipment Purchases	0.00	105.48	21.10 %	38.00	500.00	394.52	0.00	0.00
01-3420.00	Sinking Fund/Future Purchases	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
TOTAL Expense		39,920.81	608,180.93	95.35 %	53,145.00	637,850.00	29,669.07	603,190.24	603,190.24
PROFIT / (LOSS) :		379,608.27	4,423,497.69		358,191.00	4,298,105.00	(125,392.69)	2,539,211.60	2,539,211.60

## City of Broken Bow

Account	Account Name	Fiscal Year 16 - 17			Budget			Fiscal Year 15 - 16	
		Current	Year To Date	%Used	Current	Total	Remaining	Year To Date	Total
Revenue									
Municipal Building									
02-2304.00	Municipal Building Rentals	790.00	10,680.00	118.67 %	750.00	9,000.00	(1,680.00)	11,294.00	11,294.00
TOTAL Revenue		790.00	10,680.00	118.67 %	750.00	9,000.00	(1,680.00)	11,294.00	11,294.00
Expense									
Municipal Building									
02-3101.00	Salaries	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
02-3102.00	FICA/Medicare	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
02-3103.00	Pension	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
02-3104.00	Health Insurance	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
02-3205.00	Travel & Meeting Expense	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
02-3216.00	Copier Maint/Expense	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
02-3219.00	Trash Removal	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
02-3220.00	Utilities	788.73	11,780.94	98.17 %	1,000.00	12,000.00	219.06	10,651.81	10,651.81
02-3221.00	Telephone/Internet	0.00	0.00	0.00 %	0.00	0.00	0.00	1,396.07	1,396.07
02-3222.00	Miscellaneous Expense	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
02-3223.00	Supplies & Postage	0.00	142.76	19.03 %	68.00	750.00	607.24	289.33	289.33
02-3223.01	Building Cleaning Supplies	291.06	1,989.49	227.37 %	72.00	875.00	(1,114.49)	967.12	967.12
02-3310.00	Maint/Repair Equipment	0.00	633.04	63.30 %	87.00	1,000.00	366.96	774.20	774.20
02-3311.00	Maintenance & Repair Bldg	4,407.12	10,506.51	210.13 %	413.00	5,000.00	(5,506.51)	3,566.08	3,566.08
02-3410.00	Equipment Purchases	0.00	1,068.80	2.38 %	3,750.00	45,000.00	43,931.20	11,530.40	11,530.40
02-3419.01	Contracted Services	750.00	8,780.00	97.56 %	750.00	9,000.00	220.00	7,575.00	7,575.00
02-3420.00	Sinking Fund/Future Purchases	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
TOTAL Expense		6,236.91	34,901.54	47.40 %	6,140.00	73,625.00	38,723.46	36,750.01	36,750.01
PROFIT / (LOSS) :		(5,446.91)	(24,221.54)		(5,390.00)	(64,625.00)	(40,403.46)	(25,456.01)	(25,456.01)

## City of Broken Bow

Account	Account Name	Fiscal Year 16 - 17			Budget			Fiscal Year 15 - 16	
		Current	Year To Date	%Used	Current	Total	Remaining	Year To Date	Total
Revenue									
Handi Bus									
03-2409.00	Passenger Contributions	220.00	1,238.00	82.53 %	125.00	1,500.00	262.00	1,134.00	1,134.00
03-2410.00	Grant Reimbursement	3,717.00	44,910.00	89.82 %	4,163.00	50,000.00	5,090.00	44,183.00	44,183.00
TOTAL Revenue		3,937.00	46,148.00	89.61 %	4,288.00	51,500.00	5,352.00	45,317.00	45,317.00
Expense									
Handi Bus									
03-3101.00	Salaries	2,414.40	32,255.27	92.16 %	2,913.00	35,000.00	2,744.73	31,810.80	31,810.80
03-3102.00	FICA/Medicare	164.62	2,233.26	82.71 %	225.00	2,700.00	466.74	2,233.43	2,233.43
03-3103.00	Pension	132.80	1,726.40	98.65 %	144.00	1,750.00	23.60	1,702.88	1,702.88
03-3104.00	Health Insurance	1,545.20	18,478.65	108.70 %	1,413.00	17,000.00	(1,478.65)	16,427.31	16,427.31
03-3207.00	Bonds & Insurance	0.00	540.00	67.50 %	63.00	800.00	260.00	0.00	0.00
03-3216.00	Copier Maint/Expense	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
03-3220.00	Utilities	0.00	500.00	62.50 %	63.00	800.00	300.00	0.00	0.00
03-3221.00	Telephone/Internet	100.70	1,135.90	103.26 %	88.00	1,100.00	(35.90)	1,113.11	1,113.11
03-3222.00	Miscellaneous Expense	0.00	65.00	0.00 %	0.00	0.00	(65.00)	65.00	65.00
03-3223.00	Supplies & Postage	0.00	23.95	47.90 %	6.00	50.00	26.05	0.00	0.00
03-3225.00	Gas and Oil	395.42	3,950.49	112.87 %	288.00	3,500.00	(450.49)	3,794.73	3,794.73
03-3226.00	Tires	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
03-3310.00	Maint/Repair Equipment	0.00	1,219.83	60.99 %	163.00	2,000.00	780.17	1,083.31	1,083.31
03-3410.00	Equipment Purchases	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
03-3420.00	Sinking Fund/Future Purchases	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
TOTAL Expense		4,753.14	62,128.75	96.03 %	5,366.00	64,700.00	2,571.25	58,230.57	58,230.57
PROFIT / (LOSS) :									
		(816.14)	(15,980.75)		(1,078.00)	(13,200.00)	2,780.75	(12,913.57)	(12,913.57)



## City of Broken Bow

Account	Account Name	Fiscal Year 16 - 17			Budget			Fiscal Year 15 - 16	
		Current	Year To Date	%Used	Current	Total	Remaining	Year To Date	Total
Revenue									
Police									
04-2406.00	Gifts/Donations/Memorials	9,400.00	9,900.00	0.00 %	0.00	0.00	(9,900.00)	0.00	0.00
04-2410.00	Grant Reimbursement	22,075.07	22,075.07	0.00 %	0.00	0.00	(22,075.07)	0.00	0.00
04-2411.00	Pound Fees	0.00	0.00	0.00 %	0.00	0.00	0.00	30.00	30.00
04-2412.00	Dog Licenses	(160.00)	405.00	62.31 %	56.00	650.00	245.00	473.63	473.63
04-2412.10	Permits	0.00	170.00	85.00 %	13.00	200.00	30.00	175.00	175.00
04-2413.00	Fines	25.00	315.00	48.46 %	56.00	650.00	335.00	70.00	70.00
04-2414.00	Citation Fines	0.00	380.00	56.30 %	59.00	675.00	295.00	832.00	832.00
TOTAL Revenue		31,340.07	33,245.07	1528.51 %	184.00	2,175.00	(31,070.07)	1,580.63	1,580.63
Expense									
Police									
04-3101.00	Salaries	31,471.46	393,164.98	94.76 %	34,575.00	414,900.00	21,735.02	422,549.81	422,549.81
04-3101.01	Overtime Wages	0.00	0.00	0.00 %	375.00	4,500.00	4,500.00	0.00	0.00
04-3102.00	FICA/Medicare	2,266.83	28,510.42	89.66 %	2,650.00	31,800.00	3,289.58	30,618.32	30,618.32
04-3103.00	Pension	1,110.10	15,032.99	65.65 %	1,912.00	22,900.00	7,867.01	15,837.08	15,837.08
04-3104.00	Health Insurance	7,092.49	70,488.40	88.08 %	6,671.00	80,030.00	9,541.60	76,848.65	76,848.65
04-3205.00	Travel & Meeting Expense	0.00	558.34	139.58 %	37.00	400.00	(158.34)	284.04	284.04
04-3206.00	Association Dues	0.00	120.00	60.00 %	13.00	200.00	80.00	120.00	120.00
04-3207.00	Bonds & Insurance	0.00	0.00	0.00 %	12.00	100.00	100.00	0.00	0.00
04-3209.00	Printing & Publication	0.00	131.58	37.59 %	31.00	350.00	218.42	311.33	311.33
04-3216.00	Copier Maint/Expense	111.26	1,335.12	98.90 %	118.00	1,350.00	14.88	1,643.13	1,643.13
04-3220.00	Utilities	107.20	1,875.65	85.26 %	187.00	2,200.00	324.35	1,267.82	1,267.82
04-3221.00	Telephone/Internet	334.33	7,126.39	142.53 %	413.00	5,000.00	(2,126.39)	4,513.22	4,513.22
04-3222.00	Miscellaneous Expense	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
04-3223.00	Supplies & Postage	1,007.26	2,751.99	110.08 %	212.00	2,500.00	(251.99)	1,891.75	1,891.75
04-3225.00	Gas and Oil	683.27	7,954.61	75.76 %	875.00	10,500.00	2,545.39	9,597.22	9,597.22
04-3310.00	Maint/Repair Equipment	688.27	4,621.29	92.43 %	413.00	5,000.00	378.71	7,342.80	7,342.80
04-3311.00	Maintenance & Repair Bldg	0.00	254.54	31.82 %	63.00	800.00	545.46	2,382.46	2,382.46
04-3312.00	Uniforms	542.99	2,119.01	70.63 %	250.00	3,000.00	880.99	3,402.93	3,402.93
04-3313.00	Training	1,072.49	2,656.03	106.24 %	212.00	2,500.00	(156.03)	1,987.36	1,987.36
04-3314.00	Police Officer Expense	0.00	0.00	0.00 %	37.00	400.00	400.00	375.00	375.00
04-3315.00	Dog Care	86.05	1,311.44	131.14 %	87.00	1,000.00	(311.44)	1,384.50	1,384.50
04-3316.00	Grant Expenses	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
04-3410.00	Equipment Purchases	556.92	3,573.25	54.97 %	538.00	6,500.00	2,926.75	5,049.00	5,049.00
04-3411.00	Computers	0.00	3,915.53	97.89 %	337.00	4,000.00	84.47	5,749.95	5,749.95
04-3412.00	Vests	0.00	(77.06)	-6.42 %	100.00	1,200.00	1,277.06	1,463.25	1,463.25
04-3413.00	Radios	1,642.00	2,006.17	200.62 %	87.00	1,000.00	(1,006.17)	475.63	475.63
04-3414.00	Guns	80.98	1,838.89	183.89 %	87.00	1,000.00	(838.89)	1,074.56	1,074.56
04-3420.00	Sinking Fund/Future Purchases	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
04-3437.00	Arrest Related Expense	0.00	0.00	0.00 %	38.00	500.00	500.00	0.00	0.00
TOTAL Expense		48,853.90	551,269.56	91.33 %	50,330.00	603,630.00	52,360.44	596,169.81	596,169.81

## City of Broken Bow

Account	Account Name	Fiscal Year 16 - 17			Budget			Fiscal Year 15 - 16	
		Current	Year To Date	%Used	Current	Total	Remaining	Year To Date	Total
PROFIT / (LOSS) :		(17,513.83)	(518,024.49)		(50,146.00)	(601,455.00)	(83,430.51)	(594,589.18)	(594,589.18)
Revenue									
Rescue Unit									
05-2408.00	Miscellaneous Income	0.00	0.00	0.00 %	0.00	0.00	0.00	15,246.28	15,246.28
05-2415.00	Ambulance Service	1,537.60	68,234.26	98.89 %	5,750.00	69,000.00	765.74	83,172.69	83,172.69
TOTAL Revenue		1,537.60	68,234.26	98.89 %	5,750.00	69,000.00	765.74	98,418.97	98,418.97
Expense									
Rescue Unit									
05-3101.00	Salaries	1,386.40	18,414.70	100.35 %	1,531.00	18,350.00	(64.70)	18,022.46	18,022.46
05-3102.00	FICA/Medicare	94.04	1,328.65	94.57 %	118.00	1,405.00	76.35	1,254.01	1,254.01
05-3103.00	Pension	76.24	1,012.67	100.26 %	86.00	1,010.00	(2.67)	990.68	990.68
05-3104.00	Health Insurance	772.60	9,248.91	109.45 %	706.00	8,450.00	(798.91)	8,223.23	8,223.23
05-3205.00	Travel & Meeting Expense	0.00	0.00	0.00 %	38.00	500.00	500.00	1,278.98	1,278.98
05-3206.00	Association Dues	0.00	0.00	0.00 %	38.00	500.00	500.00	0.00	0.00
05-3209.00	Printing & Publication	34.00	34.00	45.33 %	9.00	75.00	41.00	32.00	32.00
05-3216.00	Copier Maint/Expense	0.00	0.00	0.00 %	13.00	200.00	200.00	0.00	0.00
05-3221.00	Telephone/Internet	74.72	784.25	130.71 %	50.00	600.00	(184.25)	480.12	480.12
05-3222.00	Miscellaneous Expense	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
05-3223.00	Supplies & Postage	0.00	401.59	80.32 %	38.00	500.00	98.41	716.67	716.67
05-3223.01	Building Cleaning Supplies	0.00	112.93	56.46 %	13.00	200.00	87.07	156.95	156.95
05-3225.00	Gas and Oil	84.36	728.64	56.05 %	112.00	1,300.00	571.36	879.93	879.93
05-3310.00	Maint/Repair Equipment	13.48	2,182.67	87.31 %	212.00	2,500.00	317.33	3,481.20	3,481.20
05-3313.00	Training	2,877.14	7,609.50	117.07 %	538.00	6,500.00	(1,109.50)	2,990.05	2,990.05
05-3330.00	Life Insurance	0.00	714.00	59.50 %	100.00	1,200.00	486.00	714.00	714.00
05-3332.00	Laundry	25.13	234.28	78.09 %	25.00	300.00	65.72	153.49	153.49
05-3334.00	Ambulance Driver Incentive	1,345.00	10,758.75	97.81 %	913.00	11,000.00	241.25	11,510.00	11,510.00
05-3335.00	EMT Trip Fees	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
05-3336.00	Insurance Aid Fees	0.00	14,938.27	110.65 %	1,125.00	13,500.00	(1,438.27)	16,659.10	16,659.10
05-3338.00	Ambulance Supplies	841.49	5,931.03	84.73 %	587.00	7,000.00	1,068.97	5,672.09	5,672.09
05-3361.00	Uniforms	34.00	223.22	44.64 %	38.00	500.00	276.78	257.80	257.80
05-3410.00	Equipment Purchases	5,168.50	22,833.97	72.82 %	2,612.00	31,355.00	8,521.03	46,963.69	46,963.69
05-3420.00	Sinking Fund/Future Purchases	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
TOTAL Expense		12,827.10	97,492.03	91.16 %	8,902.00	106,945.00	9,452.97	120,436.45	120,436.45
PROFIT / (LOSS) :		(11,289.50)	(29,257.77)		(3,152.00)	(37,945.00)	(8,687.23)	(22,017.48)	(22,017.48)

## City of Broken Bow

Account	Account Name	Fiscal Year 16 - 17			Budget			Fiscal Year 15 - 16	
		Current	Year To Date	%Used	Current	Total	Remaining	Year To Date	Total
Revenue									
Fire									
06-2403.00	Insurance Reimbursements	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
06-2405.00	Miscellaneous Reimbursements	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
06-2406.00	Gifts/Donations/Memorials	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
06-2408.00	Miscellaneous Income	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
06-2410.00	Grant Reimbursement	0.00	0.00	0.00 %	1,538.00	18,500.00	18,500.00	0.00	0.00
06-2416.00	Rural Fire Protection	0.00	0.00	0.00 %	0.00	0.00	0.00	6,960.43	6,960.43
TOTAL Revenue		0.00	0.00	0.00 %	1,538.00	18,500.00	18,500.00	6,960.43	6,960.43

**Expense**

## Fire

06-3101.00	Salaries	1,386.40	17,819.20	97.11 %	1,531.00	18,350.00	530.80	17,709.96	17,709.96
06-3102.00	FICA/Medicare	94.08	1,224.78	87.17 %	118.00	1,405.00	180.22	1,232.58	1,232.58
06-3103.00	Pension	76.26	980.13	97.04 %	86.00	1,010.00	29.87	973.02	973.02
06-3104.00	Health Insurance	772.60	9,229.74	109.23 %	706.00	8,450.00	(779.74)	8,204.08	8,204.08
06-3205.00	Travel & Meeting Expense	0.00	0.00	0.00 %	38.00	500.00	500.00	18.15	18.15
06-3209.00	Printing & Publication	34.00	34.00	34.00 %	12.00	100.00	66.00	35.00	35.00
06-3216.00	Copier Maint/Expense	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
06-3219.00	Trash Removal	0.00	0.00	0.00 %	0.00	0.00	0.00	16.28	16.28
06-3220.00	Utilities	674.48	9,352.00	93.52 %	837.00	10,000.00	648.00	7,721.82	7,721.82
06-3221.00	Telephone/Internet	49.45	534.66	106.93 %	38.00	500.00	(34.66)	248.07	248.07
06-3222.00	Miscellaneous Expense	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
06-3223.00	Supplies & Postage	18.10	486.07	97.21 %	38.00	500.00	13.93	277.88	277.88
06-3225.00	Gas and Oil	183.37	1,597.34	99.83 %	137.00	1,600.00	2.66	790.67	790.67
06-3310.00	Maint/Repair Equipment	21.54	7,530.63	188.27 %	337.00	4,000.00	(3,530.63)	4,382.20	4,382.20
06-3310.01	Main/Rep Equip-Loose Equipment	166.00	1,221.74	30.54 %	337.00	4,000.00	2,778.26	4,059.96	4,059.96
06-3311.00	Maintenance & Repair Bldg	0.00	939.57	93.96 %	87.00	1,000.00	60.43	2,205.37	2,205.37
06-3313.00	Training	0.00	1,448.60	96.57 %	125.00	1,500.00	51.40	0.00	0.00
06-3330.00	Life Insurance	0.00	0.00	0.00 %	62.00	700.00	700.00	0.00	0.00
06-3410.00	Equipment Purchases	4,752.38	21,066.42	105.33 %	1,663.00	20,000.00	(1,066.42)	18,115.58	18,115.58
06-3415.10	Sirens and Batteries	0.00	112.88	0.51 %	1,837.00	22,000.00	21,887.12	956.24	956.24
06-3420.00	Sinking Fund/Future Purchases	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
06-3435.00	Hydrants	0.00	0.00	0.00 %	500.00	6,000.00	6,000.00	0.00	0.00
<b>TOTAL Expense</b>		<b>8,228.66</b>	<b>73,577.76</b>	<b>72.41 %</b>	<b>8,489.00</b>	<b>101,615.00</b>	<b>28,037.24</b>	<b>66,946.86</b>	<b>66,946.86</b>

PROFIT / (LOSS) :

(8,228.66)

(73,577.76)

(6,951.00)

(83,115.00)

(9,537.24)

(59,986.43)

(59,986.43)

## City of Broken Bow

Account	Account Name	Fiscal Year 16 - 17			Budget			Fiscal Year 15 - 16	
		Current	Year To Date	%Used	Current	Total	Remaining	Year To Date	Total
Revenue									
Library									
07-2406.00	Gifts/Donations/Memorials	0.00	230,000.00	100.00 %	19,163.00	230,000.00	0.00	187,500.00	187,500.00
07-2408.00	Miscellaneous Income	0.00	1,219.00	101.58 %	100.00	1,200.00	(19.00)	1,248.00	1,248.00
07-2417.00	Library Fees	236.69	1,648.91	95.59 %	141.00	1,725.00	76.09	1,785.34	1,785.34
TOTAL Revenue		236.69	232,867.91	99.98 %	19,404.00	232,925.00	57.09	190,533.34	190,533.34
Expense									
Library									
07-3101.00	Salaries	10,200.89	134,083.55	100.59 %	11,112.00	133,300.00	(783.55)	128,378.43	128,378.43
07-3102.00	FICA/Medicare	725.71	9,609.12	94.16 %	855.00	10,205.00	595.88	9,204.98	9,204.98
07-3103.00	Pension	521.94	6,768.33	98.09 %	575.00	6,900.00	131.67	6,615.76	6,615.76
07-3104.00	Health Insurance	1,555.18	18,569.87	109.88 %	1,412.00	16,900.00	(1,669.87)	16,427.31	16,427.31
07-3205.00	Travel & Meeting Expense	0.00	942.04	188.41 %	38.00	500.00	(442.04)	467.68	467.68
07-3206.00	Association Dues	0.00	200.00	125.00 %	17.00	160.00	(40.00)	160.00	160.00
07-3216.00	Copier Maint/Expense	283.81	1,407.04	78.17 %	150.00	1,800.00	392.96	816.76	816.76
07-3219.00	Trash Removal	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
07-3220.00	Utilities	796.77	10,734.12	121.56 %	734.00	8,830.00	(1,904.12)	8,568.89	8,568.89
07-3221.00	Telephone/Internet	0.00	1,266.76	91.79 %	115.00	1,380.00	113.24	1,480.45	1,480.45
07-3222.00	Miscellaneous Expense	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
07-3223.00	Supplies & Postage	191.74	1,968.18	98.41 %	163.00	2,000.00	31.82	2,199.35	2,199.35
07-3310.00	Maint/Repair Equipment	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
07-3310.10	Tech Support/Subscriptions	0.00	1,689.62	88.93 %	162.00	1,900.00	210.38	1,950.00	1,950.00
07-3311.00	Maintenance & Repair Bldg	59.72	2,080.20	160.02 %	112.00	1,300.00	(780.20)	1,475.22	1,475.22
07-3313.00	Training	0.00	493.83	82.30 %	50.00	600.00	106.17	427.00	427.00
07-3339.00	Maintenance/Repair Grounds	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
07-3340.00	Book Purchases	806.93	24,900.09	99.60 %	2,087.00	25,000.00	99.91	25,431.32	25,431.32
07-3340.10	Database	0.00	872.31	116.31 %	68.00	750.00	(122.31)	430.00	430.00
07-3340.20	Nebraska Overdrive	0.00	500.00	100.00 %	38.00	500.00	0.00	500.00	500.00
07-3341.00	Computer Public Access	0.00	850.00	100.00 %	69.00	850.00	0.00	1,200.00	1,200.00
07-3342.00	Library Promotions	0.00	195.00	97.50 %	13.00	200.00	5.00	200.00	200.00
07-3410.00	Equipment Purchases	0.00	892.22	89.22 %	87.00	1,000.00	107.78	1,422.00	1,422.00
07-3419.01	Contracted Services	450.00	4,687.50	65.10 %	600.00	7,200.00	2,512.50	6,430.00	6,430.00
07-3420.00	Sinking Fund/Future Purchases	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
TOTAL Expense		15,592.69	222,709.78	100.65 %	18,457.00	221,275.00	(1,434.78)	213,785.15	213,785.15
PROFIT / (LOSS) :		(15,356.00)	10,158.13		947.00	11,650.00	1,491.87	(23,251.81)	(23,251.81)

## City of Broken Bow

Account	Account Name	Fiscal Year 16 - 17			Budget			Fiscal Year 15 - 16	
		Current	Year To Date	%Used	Current	Total	Remaining	Year To Date	Total
Revenue									
Street									
08-2405.00	Miscellaneous Reimbursements	0.00	1,440.00	0.00 %	0.00	0.00	(1,440.00)	13,040.00	13,040.00
08-2408.10	Grant Funds	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
08-2408.20	Sales Tax Infra Transfer	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
08-2418.00	Street Allocation	35,177.80	411,951.78	100.34 %	34,214.00	410,568.00	(1,383.78)	392,230.75	392,230.75
08-2419.00	Incentive Payment	0.00	4,000.00	100.00 %	337.00	4,000.00	0.00	4,000.00	4,000.00
08-2421.00	Box Culvert Reimbursement	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
08-2422.00	Road Material Reimbursement	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
08-2424.00	Equipment Rental Fees	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
TOTAL Revenue		35,177.80	417,391.78	100.68 %	34,551.00	414,568.00	(2,823.78)	409,270.75	409,270.75
Expense									
Street									
08-3101.00	Salaries	18,695.36	240,982.39	101.70 %	19,748.00	236,965.00	(4,017.39)	220,310.70	220,310.70
08-3101.01	Overtime Wages	0.00	0.00	0.00 %	337.00	4,000.00	4,000.00	0.00	0.00
08-3102.00	FICA/Medicare	1,327.88	17,262.73	93.64 %	1,539.00	18,435.00	1,172.27	15,969.76	15,969.76
08-3103.00	Pension	1,028.24	13,230.19	99.81 %	1,100.00	13,255.00	24.81	11,511.71	11,511.71
08-3104.00	Health Insurance	5,769.08	63,960.36	120.51 %	4,422.00	53,075.00	(10,885.36)	52,864.52	52,864.52
08-3205.00	Travel & Meeting Expense	50.00	427.39	53.42 %	63.00	800.00	372.61	1,000.77	1,000.77
08-3206.00	Association Dues	0.00	470.00	94.00 %	38.00	500.00	30.00	429.00	429.00
08-3216.00	Copier Maint/Expense	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
08-3219.00	Trash Removal	0.00	0.00	0.00 %	18.00	150.00	150.00	98.60	98.60
08-3220.00	Utilities	215.03	12,584.02	89.89 %	1,163.00	14,000.00	1,415.98	11,800.78	11,800.78
08-3221.00	Telephone/Internet	106.85	1,322.38	110.20 %	100.00	1,200.00	(122.38)	1,283.69	1,283.69
08-3222.00	Miscellaneous Expense	0.00	153.26	102.17 %	18.00	150.00	(3.26)	203.40	203.40
08-3222.10	Snow Removal	8,356.96	13,130.71	65.65 %	1,663.00	20,000.00	6,869.29	24,098.56	24,098.56
08-3223.00	Supplies & Postage	65.35	958.29	191.66 %	38.00	500.00	(458.29)	387.02	387.02
08-3225.00	Gas and Oil	1,896.04	13,928.74	55.72 %	2,087.00	25,000.00	11,071.26	15,036.96	15,036.96
08-3310.00	Maint/Repair Equipment	3,098.88	46,620.56	93.24 %	4,163.00	50,000.00	3,379.44	49,098.37	49,098.37
08-3311.00	Maintenance & Repair Bldg	0.00	4,304.05	195.64 %	187.00	2,200.00	(2,104.05)	4,733.20	4,733.20
08-3320.00	Interest	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
08-3343.00	Consulting Fees	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
08-3344.00	Chemicals	0.00	21,039.24	107.89 %	1,625.00	19,500.00	(1,539.24)	20,911.95	20,911.95
08-3345.00	Road Materials	0.00	17,166.41	91.31 %	1,563.00	18,800.00	1,633.59	17,730.90	17,730.90
08-3346.00	Gravel	349.68	2,349.68	67.13 %	288.00	3,500.00	1,150.32	2,833.84	2,833.84
08-3347.00	Street Signs	106.25	3,430.61	98.02 %	288.00	3,500.00	69.39	3,453.16	3,453.16
08-3348.00	Street Signals/Maintenance	2,020.92	4,264.60	99.18 %	362.00	4,300.00	35.40	4,607.26	4,607.26
08-3349.00	Pavement Marking	0.00	8,105.47	101.32 %	663.00	8,000.00	(105.47)	8,090.15	8,090.15
08-3350.00	Shop Tools	0.00	3,798.71	108.53 %	288.00	3,500.00	(298.71)	3,378.31	3,378.31
08-3351.00	Equipment Rental	0.00	0.00	0.00 %	212.00	2,500.00	2,500.00	0.00	0.00
08-3410.00	Equipment Purchases	0.00	67,352.38	94.20 %	5,962.00	71,500.00	4,147.62	91,191.28	91,191.28
08-3410.01	Safety Equipment	0.00	3,465.31	138.61 %	212.00	2,500.00	(965.31)	1,779.04	1,779.04
08-3411.00	Computers	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
08-3416.00	Land & Buildings	3,029.50	3,029.50	75.74 %	337.00	4,000.00	970.50	206.33	206.33
08-3417.00	Trash Receptacles	0.00	0.00	0.00 %	19.00	250.00	250.00	0.00	0.00
08-3418.00	Street Sweeper	0.00	25,017.26	99.87 %	2,082.00	25,050.00	32.74	25,017.26	25,017.26
08-3420.00	Sinking Fund/Future Purchases	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
08-3422.00	New Street Lights	1,117.00	1,117.00	111.70 %	87.00	1,000.00	(117.00)	900.00	900.00

## City of Broken Bow

Account	Account Name	Fiscal Year 16 - 17			Budget			Fiscal Year 15 - 16	
		Current	Year To Date	%Used	Current	Total	Remaining	Year To Date	Total
Expense (Continued)									
Street									
08-3423.00	Storm Sewers	0.00	243.80	12.19 %	163.00	2,000.00	1,756.20	1,712.28	1,712.28
08-3424.00	Trucks/Loader	0.00	40,489.77	99.97 %	3,375.00	40,500.00	10.23	40,489.77	40,489.77
08-3425.00	Street Construction	2,521.75	48,368.50	96.74 %	4,163.00	50,000.00	1,631.50	49,395.10	49,395.10
08-3426.00	Armor Coating	12,080.20	12,408.12	112.80 %	913.00	11,000.00	(1,408.12)	0.00	0.00
08-3426.10	Concrete Replacement Snow Stor	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
TOTAL Expense		61,834.97	690,981.43	97.10 %	59,286.00	711,630.00	20,648.57	680,523.67	680,523.67

PROFIT / (LOSS) :

(26,657.17)

(273,589.65)

(24,735.00)

(297,062.00)

(23,472.35)

(271,252.92)

(271,252.92)

## City of Broken Bow

Account	Account Name	Fiscal Year 16 - 17			Budget			Fiscal Year 15 - 16	
		Current	Year To Date	%Used	Current	Total	Remaining	Year To Date	Total
Revenue									
Park									
09-2408.00	Miscellaneous Income	0.00	801.00	0.00 %	0.00	0.00	(801.00)	0.00	0.00
09-2425.00	Park Rental Fees	60.00	305.00	0.00 %	0.00	0.00	(305.00)	359.00	359.00
09-2426.00	Tennis Center Fees	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
09-2426.10	RV Park Rental Fees	4,175.46	28,386.23	157.70 %	1,500.00	18,000.00	(10,386.23)	20,376.67	20,376.67
09-2426.20	RV Park Rental Sales Tax	292.26	376.15	0.00 %	0.00	0.00	(376.15)	(3.81)	(3.81)
09-2426.30	RV Park Lodging Tax	137.28	73.11	0.00 %	0.00	0.00	(73.11)	13.85	13.85
TOTAL Revenue		4,665.00	29,941.49	166.34 %	1,500.00	18,000.00	(11,941.49)	20,745.71	20,745.71
Expense									
Park									
09-3101.00	Salaries	11,173.20	128,957.96	89.74 %	11,980.00	143,705.00	14,747.04	142,606.50	142,606.50
09-3102.00	FICA/Medicare	838.44	9,712.43	88.29 %	913.00	11,000.00	1,287.57	10,629.50	10,629.50
09-3103.00	Pension	614.52	6,906.00	95.26 %	606.00	7,250.00	344.00	7,104.78	7,104.78
09-3104.00	Health Insurance	2,197.86	16,539.46	101.31 %	1,365.00	16,325.00	(214.46)	15,548.43	15,548.43
09-3205.00	Travel & Meeting Expense	0.00	90.00	45.00 %	13.00	200.00	110.00	55.00	55.00
09-3206.00	Association Dues	0.00	45.00	45.00 %	12.00	100.00	55.00	0.00	0.00
09-3209.00	Printing & Publication	0.00	0.00	0.00 %	12.00	100.00	100.00	160.40	160.40
09-3216.00	Copier Maint/Expense	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
09-3219.00	Trash Removal	109.30	651.60	130.32 %	38.00	500.00	(151.60)	394.40	394.40
09-3220.00	Utilities	2,225.03	27,353.25	91.18 %	2,500.00	30,000.00	2,646.75	23,767.26	23,767.26
09-3221.00	Telephone/Internet	106.84	1,055.58	105.56 %	87.00	1,000.00	(55.58)	774.79	774.79
09-3222.00	Miscellaneous Expense	0.00	141.52	283.04 %	6.00	50.00	(91.52)	151.20	151.20
09-3223.00	Supplies & Postage	0.00	1,007.76	155.04 %	56.00	650.00	(357.76)	536.32	536.32
09-3225.00	Gas and Oil	658.09	4,542.49	45.42 %	837.00	10,000.00	5,457.51	4,880.89	4,880.89
09-3310.00	Maint/Repair Equipment	2,037.73	4,858.69	88.34 %	462.00	5,500.00	641.31	3,866.16	3,866.16
09-3311.00	Maintenance & Repair Bldg	469.57	4,768.52	79.48 %	500.00	6,000.00	1,231.48	5,285.96	5,285.96
09-3339.00	Maintenance/Repair Grounds	3,716.21	19,322.36	107.35 %	1,500.00	18,000.00	(1,322.36)	16,500.04	16,500.04
09-3351.00	Equipment Rental	300.00	300.00	100.00 %	25.00	300.00	0.00	100.00	100.00
09-3352.00	Tools/Shop Equipment	0.00	770.35	102.71 %	68.00	750.00	(20.35)	376.47	376.47
09-3353.00	Trees & Shrubs	0.00	113.40	11.34 %	87.00	1,000.00	886.60	88.11	88.11
09-3410.00	Equipment Purchases	216.51	32,716.53	99.14 %	2,750.00	33,000.00	283.47	28,922.50	28,922.50
09-3410.01	Safety Equipment	0.00	430.11	47.79 %	75.00	900.00	469.89	293.99	293.99
09-3420.00	Sinking Fund/Future Purchases	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
09-3427.00	Underground Sprinklers	0.00	4,125.38	165.02 %	212.00	2,500.00	(1,625.38)	4,263.95	4,263.95
09-3428.00	Playground Equipment	0.00	25,000.00	100.00 %	2,087.00	25,000.00	0.00	0.00	0.00
09-3429.00	Melham Playground Equipment	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
09-3430.00	Melham Lake	273.00	1,874.67	93.73 %	163.00	2,000.00	125.33	2,661.41	2,661.41
TOTAL Expense		24,936.30	291,283.06	92.23 %	26,354.00	315,830.00	24,546.94	268,968.06	268,968.06
PROFIT / (LOSS) :		(20,271.30)	(261,341.57)		(24,854.00)	(297,830.00)	(36,488.43)	(248,222.35)	(248,222.35)

## City of Broken Bow

Account	Account Name	Fiscal Year 16 - 17			Budget			Fiscal Year 15 - 16	
		Current	Year To Date	%Used	Current	Total	Remaining	Year To Date	Total
Revenue									
Swimming Pool									
10-2427.00	Admissions	115.00	27,538.83	91.80 %	2,500.00	30,000.00	2,461.17	25,980.62	25,980.62
10-2428.00	Concessions	0.00	2,838.49	354.81 %	63.00	800.00	(2,038.49)	998.75	998.75
10-2429.00	Red Cross Lessons	0.00	5,350.00	118.89 %	375.00	4,500.00	(850.00)	5,690.00	5,690.00
TOTAL Revenue		115.00	35,727.32	101.21 %	2,938.00	35,300.00	(427.32)	32,669.37	32,669.37
Expense									
Swimming Pool									
10-3101.00	Salaries	0.00	71,005.50	109.24 %	5,413.00	65,000.00	(6,005.50)	63,407.29	63,407.29
10-3102.00	FICA/Medicare	0.00	5,431.99	108.64 %	413.00	5,000.00	(431.99)	4,850.66	4,850.66
10-3103.00	Pension	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
10-3104.00	Health Insurance	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
10-3205.00	Travel & Meeting Expense	0.00	229.80	229.80 %	12.00	100.00	(129.80)	0.00	0.00
10-3206.00	Association Dues	0.00	40.00	20.00 %	13.00	200.00	160.00	120.00	120.00
10-3206.10	Credit Card/POS Service Fees	63.38	1,629.04	81.45 %	163.00	2,000.00	370.96	1,559.85	1,559.85
10-3209.00	Printing & Publication	0.00	862.50	215.62 %	37.00	400.00	(462.50)	877.50	877.50
10-3216.00	Copier Maint/Expense	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
10-3219.00	Trash Removal	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
10-3220.00	Utilities	3,260.85	13,545.75	100.34 %	1,125.00	13,500.00	(45.75)	12,104.28	12,104.28
10-3221.00	Telephone/Internet	129.14	1,102.48	110.25 %	87.00	1,000.00	(102.48)	968.16	968.16
10-3222.00	Miscellaneous Expense	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
10-3223.00	Supplies & Postage	23.65	3,893.24	194.66 %	163.00	2,000.00	(1,893.24)	1,995.69	1,995.69
10-3310.00	Maint/Repair Equipment	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
10-3311.00	Maintenance & Repair Bldg	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
10-3339.00	Maintenance/Repair Grounds	0.00	8,977.83	112.22 %	663.00	8,000.00	(977.83)	4,838.97	4,838.97
10-3343.00	Consulting Fees	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
10-3356.00	General Main/Repair	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
10-3357.00	Maintenance/Repair Pool	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
10-3358.00	Maintenance/Repair Diving Brd	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
10-3359.00	Red Cross Training	0.00	1,850.00	37.00 %	413.00	5,000.00	3,150.00	5,323.00	5,323.00
10-3410.00	Equipment Purchases	0.00	4,228.72	105.72 %	337.00	4,000.00	(228.72)	2,309.28	2,309.28
10-3420.00	Sinking Fund/Future Purchases	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
10-3431.00	Pool & Bldg Renovations	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
10-3432.00	Pool Chemicals	311.14	14,451.20	111.16 %	1,087.00	13,000.00	(1,451.20)	9,832.43	9,832.43
TOTAL Expense		3,788.16	127,248.05	106.75 %	9,926.00	119,200.00	(8,048.05)	108,187.11	108,187.11
PROFIT / (LOSS) :		(3,673.16)	(91,520.73)		(6,988.00)	(83,900.00)	7,620.73	(75,517.74)	(75,517.74)



## City of Broken Bow

Account	Account Name	Fiscal Year 16 - 17			Budget			Fiscal Year 15 - 16	
		Current	Year To Date	%Used	Current	Total	Remaining	Year To Date	Total
Revenue									
Sanitation									
11-2405.10	Tree Dump Gate Receipts	603.00	4,993.50	142.67 %	288.00	3,500.00	(1,493.50)	5,088.00	5,088.00
11-2405.20	CD Cell Gate Receipts	3,259.00	21,866.00	218.66 %	837.00	10,000.00	(11,866.00)	14,956.00	14,956.00
TOTAL Revenue		3,862.00	26,859.50	198.96 %	1,125.00	13,500.00	(13,359.50)	20,044.00	20,044.00
Expense									
Sanitation									
11-3101.00	Salaries	2,535.75	24,012.00	181.91 %	1,100.00	13,200.00	(10,812.00)	22,458.25	22,458.25
11-3101.10	Salaries - CD Cell	0.00	0.00	0.00 %	1,100.00	13,200.00	13,200.00	0.00	0.00
11-3102.00	FICA/Medicare	193.99	1,836.94	181.88 %	86.00	1,010.00	(826.94)	1,718.15	1,718.15
11-3102.10	FICA/Medicare - CD Cell	0.00	0.00	0.00 %	86.00	1,010.00	1,010.00	0.00	0.00
11-3103.00	Pension	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
11-3104.00	Health Insurance	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
11-3205.00	Travel & Meeting Expense	158.90	1,488.87	124.07 %	100.00	1,200.00	(288.87)	1,360.22	1,360.22
11-3216.00	Copier Maint/Expense	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
11-3221.00	Telephone/Internet	0.00	249.92	62.48 %	37.00	400.00	150.08	406.15	406.15
11-3221.10	Telephone - CD Cell	0.00	187.42	46.86 %	37.00	400.00	212.58	343.81	343.81
11-3222.00	Miscellaneous Expense	750.00	1,000.00	0.00 %	0.00	0.00	(1,000.00)	750.00	750.00
11-3223.00	Supplies & Postage	0.00	34.58	0.00 %	0.00	0.00	(34.58)	0.00	0.00
11-3360.00	Sanitation Contract	37.03	628.74	125.75 %	38.00	500.00	(128.74)	574.05	574.05
11-3360.10	Port-A-Potties	0.00	170.00	21.25 %	63.00	800.00	630.00	240.00	240.00
11-3410.00	Equipment Purchases	0.00	1,680.30	120.02 %	113.00	1,400.00	(280.30)	0.00	0.00
11-3410.10	Capital Purchases	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
11-3410.20	Equipment Rental CD Cell	0.00	0.00	0.00 %	25.00	300.00	300.00	0.00	0.00
11-3410.30	Equipment Rental Tree Dump	0.00	0.00	0.00 %	25.00	300.00	300.00	0.00	0.00
11-3416.00	Land & Buildings	38.15	802.95	53.53 %	125.00	1,500.00	697.05	557.37	557.37
11-3420.00	Sinking Fund/Future Purchases	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
TOTAL Expense		3,713.82	32,091.72	91.12 %	2,935.00	35,220.00	3,128.28	28,408.00	28,408.00
PROFIT / (LOSS) :		148.18	(5,232.22)		(1,810.00)	(21,720.00)	(16,487.78)	(8,364.00)	(8,364.00)

## City of Broken Bow

Account	Account Name	Fiscal Year 16 - 17			Budget			Fiscal Year 15 - 16	
		Current	Year To Date	%Used	Current	Total	Remaining	Year To Date	Total
Expense									
ST Infra/Capital									
12-4200.00	Sales Tax Infra Projects	16,695.50	111,175.30	37.06 %	25,000.00	300,000.00	188,824.70	166,201.91	166,201.91
12-4200.01	Library	180,663.52	743,117.21	97.78 %	63,337.00	760,000.00	16,882.79	6,930.00	6,930.00
12-4200.02	TE Trail Project	0.00	362,599.28	89.09 %	33,913.00	407,000.00	44,400.72	0.00	0.00
12-4200.03	5th Street Improvement	0.00	4,460.00	0.00 %	0.00	0.00	(4,460.00)	905,402.47	905,402.47
12-4200.04	Ambulance	0.00	0.00	0.00 %	0.00	0.00	0.00	191,079.98	191,079.98
12-4200.05	Downtown Improvements/10th Ave	42,489.78	2,348,558.79	90.33 %	216,663.00	2,600,000.00	251,441.21	3,401,006.20	3,401,006.20
12-4200.07	Sales Tax Infra Transfer	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
12-4200.08	Fairgrounds Lift Payment	0.00	31,297.28	99.99 %	2,612.00	31,300.00	2.72	23,280.58	23,280.58
12-4200.09	Transfer ST to Bond Fund	0.00	240,359.00	100.00 %	20,029.00	240,359.00	0.00	236,638.00	236,638.00
TOTAL Expense		239,848.80	3,841,566.86	88.54 %	361,554.00	4,338,659.00	497,092.14	4,930,539.14	4,930,539.14

PROFIT / (LOSS) :

(239,848.80)	(3,841,566.86)	(361,554.00)	(4,338,659.00)	(497,092.14)	(4,930,539.14)	(4,930,539.14)
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**Expense**

## Utility Wages

13-1431.00	Salaries	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
13-1452.10	Pension	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
13-1452.20	Payroll Taxes	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
13-1452.30	Travel and Meeting Expense	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00
<b>TOTAL Expense</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00 %</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

PROFIT / (LOSS) :

0.00	0.00	0.00	0.00	0.00	0.00
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Date Range : 9/1/2017 To 9/30/2017  
 Report is for 00-0000.00 through ZZ-ZZZZ.ZZ.  
 Only Active accounts are included.  
 Report order = fund  
 Transaction Source Code = Include All



## APPLICATION FOR A SPECIAL USE PERMIT

### Instructions:

1. Fill out application form completely. Please print or type. Use additional sheets if needed.
2. Filing fee \$100.00. Make check payable to the City of Broken Bow.
3. Submit a list of property owners within 300 feet, prepared by a certified abstractor.

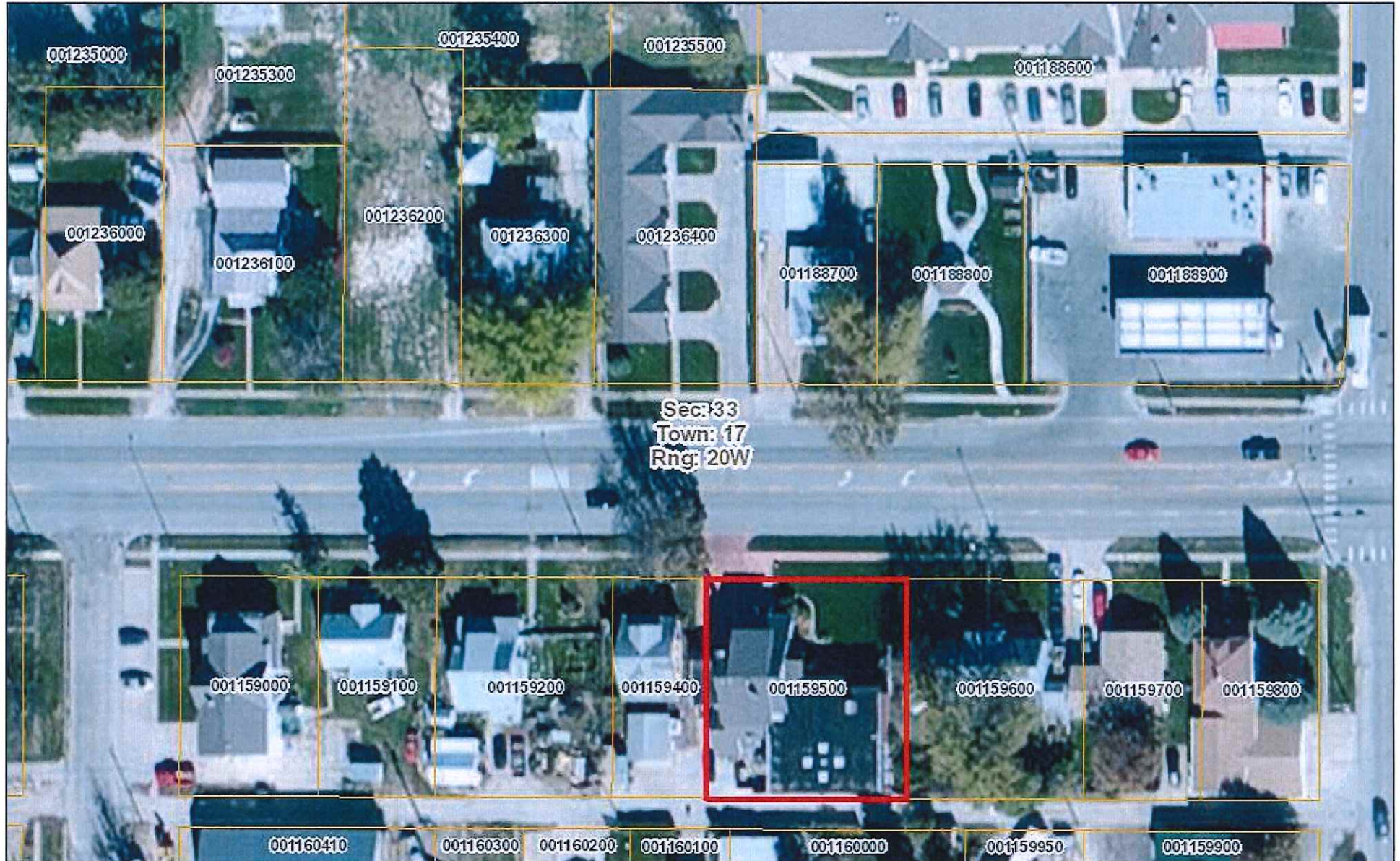
1. Applicant's name: Cathy Minnick
2. Applicant's address: 152 S E St, Broken Bow, NE 68822
3. Telephone (business): 308-870-3180 (Home): \_\_\_\_\_
4. Present use of the property: Residence
5. Desired use of the property: Residence / Bed + Breakfast
6. Present Zoning: Residential 2
7. Legal description of property: E 12 1/2 of Lot 5, all of Lot 6 and the W 1/2 of Lot 7, Block 1, Elm Court Add. to Broken Bow, Custer Co, NE.
8. Under what provisions of the zoning regulations are you seeking this permit?  
Under 11-302 it is a permitted special use (Bed + Breakfast).
9. For how many years are you seeking this permit (5 years, 10 years, etc)? 20 years
10. Explain in detail what you propose to do:  
We would like to open a Bed + Breakfast in our home, we will begin with 3 guest rooms and plan to expand to 4-5 guest rooms in 2 years.
11. How are adjoining properties used? Indicate both zoning district designations and actual uses.  
North Residence South Residence  
East Residence West Residence

This authorizes the City Zoning Administrator to enter upon the property during normal working hours for the purpose of becoming familiar with the proposed situation. The Administrator may be accompanied by members of the City Council and/or the Planning Commission.

Cathy Minnick  
Owner's Signature



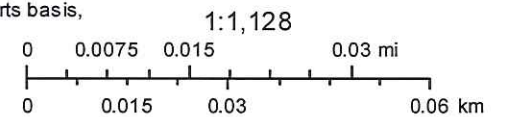
# Minnick Special Use Permit



September 28, 2017

DISCLAIMER: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

- Parcels
- Sections



**BROKEN BOW**

N E B R A S K A

Rooted. But Not Standing Still.

**Application for Appointment**

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

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

Name: Paul Holland

Home Address: 732 South 13th

Home Telephone: (308) 872-3336 (308) 870-1360

Email Address (Optional): ph61805@hotmail.com

Employer: Thomas Livestock, Inc

Business Telephone: (308) 872-2020

Are you a qualified elector of Broken Bow? Yes

Why do you want to serve on this board?

I believe I can serve the community interest and am looking forward to helping the park department to grow as a vital ingredient of the city

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

Yes ☒ No

I have no outside interest or conflicts but I will do what I feel best suits the community interest.

I plan to listen and support all sides of any problem that is put in front of the board.

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

City Council ☒ Park Board Planning Commission

Library Board Board of Adjustment Housing Authority

Board of Public Works Community Redevelopment Association (CRA)





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

THIS IS AN AGREEMENT effective as of September 19, 2017, ("Effective Date") between City of Broken Bow, Nebraska ("Owner") and JEO Consulting Group, Inc. ("Engineer").

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

Broken Bow Flood Risk Reduction Project System Wide Improvement Framework (SWIF) ("Project").

JEO Project Number: 171495.00

Owner and Engineer further agree as follows:

**ARTICLE 1 - SERVICES OF ENGINEER**

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**1.01 Scope**

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

**ARTICLE 2 - OWNER'S RESPONSIBILITIES**

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**2.01 Owner Responsibilities**

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

**ARTICLE 3 - COMPENSATION**

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**3.01 Compensation**

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. The hourly not-to-exceed fee for the Project is
- a. SWIF Development: \$55,000.00
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

## ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

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### 4.01 Exhibits

Exhibit A – Scope of Services  
Exhibit B – General Conditions

### 4.02 Total Agreement

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

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

Owner: City of Broken Bow, NE

Engineer: JEO Consulting Group, Inc.

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

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

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

Title: Vice President, Water Resources

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

Date Signed: September 19, 2017

Address for giving notices:

Address for giving notices:

\_\_\_\_\_

JEO Consulting Group, Inc.

\_\_\_\_\_

2700 Fletcher

\_\_\_\_\_

Lincoln, NE 68504



## Scope of Services

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### PROJECT DESCRIPTION:

The City of Broken Bow, Nebraska (City) is the local sponsor of the Broken Bow – Mud Creek Left Bank (LB) and Mud Creek Right Bank (RB) flood risk reduction projects (FRRPs). The continuing eligibility inspection reports for the FRRPs, dated January 2017 (inspection completed 14 June 2016), rated the FRRPs unacceptable. Itemized unacceptable ratings were given for such items as encroachments. Due to this unacceptable rating, the FRRP received an “Inactive” designation for PL 84-99 Rehabilitation Assistance on 23 January 2017. This designation was based on the Interim Policy for Determining Eligibility Status of Flood Risk Management Projects for the Rehabilitation Program Pursuant to Public Law (P.L.) 84-99.

Levee sponsors who have received unacceptable ratings for FRRP items resulting in an inactive status in the rehabilitation program may regain eligibility for P.L. 84-99 rehabilitation assistance through the (SWIF) process. A SWIF is a plan developed by the FRRP sponsor(s) and accepted by the USACE to implement system-wide improvements to a levee system to address system-wide issues, including corrections of unacceptable inspection items, in a prioritized way to optimize flood risk reduction. Upon approval by USACE of a SWIF Letter of Intent (LOI), the levee sponsor will receive an initial up to two-year reinstatement of eligibility for P.L. 84-99 rehabilitation assistance.

The *USACE Policy for Development and Implementation of System-Wide Improvement Frameworks (SWIFs)* describes the SWIF process and its requirements:

Requirements for Development and Submittal of a SWIF. The development of a SWIF is a two-step process consisting of (1) a Letter of Intent from the sponsor briefly describing levee system deficiencies and justification for how a system-wide approach will optimize flood risk reduction, and (2) development of a SWIF for addressing deficiencies and reducing risk. Once a Letter of Intent has been approved by USACE, a levee sponsor has up to two years to develop a SWIF plan. Eligibility after this two-year period will be dependent on the levee sponsor's progress in achieving the milestones defined in the SWIF. The SWIF plan is intended to be a specific document that guides sponsor activities, including anticipated milestones, but may also be adaptable and should be revised if conditions or needs change during implementation. The requirements of the SWIF are described as follows:

- A. Requirements for Submitting a Letter of Intent for a SWIF. A Letter of Intent must be signed by all associated levee sponsors for each levee system involved in developing the SWIF and must include the following:
  - 1) Identification of levee system or systems to be covered by the SWIF, including system name and system identification number as listed in the National Levee Database;
  - 2) Brief description of deficiencies or issues that will be included in the SWIF and discussion of how a system-wide approach will improve and optimize overall flood risk reduction. This includes identifying any conditions not within the control of the levee sponsor(s) that prevents them from correcting “Unacceptable” inspection items in a timely manner;

- 3) Demonstration that significant non-federal resources have been, or will be, committed for developing and/or implementing the SWIF (e.g., state legislative action, bond financing);
- 4) Anticipated interim risk reduction measures that will be implemented throughout the SWIF process, including overall risk communication approach that addresses the risk to life increased by system-wide deficiencies;
- 5) Brief description of existing or planned interagency collaborative efforts that will contribute positively to SWIF development, implementation and oversight; and
- 6) List of anticipated state and federal permits and consultation requirements, needed to implement the SWIF.

B. Requirements for Submittal of a SWIF. SWIFs are developed and implemented by levee sponsor(s), reviewed and accepted by USACE, and monitored by a USACE district to address system-wide issues in a prioritized way to optimize system-wide risk reduction. As a minimum for acceptance by USACE, the levee sponsor's SWIF must include the following:

- 1) Identification of levee system or systems covered by the system-wide improvement framework, including system name and identification number as listed in the National Levee Database;
- 2) Description of proposed levee improvement and justification on how the SWIF optimizes flood risk reduction;
- 3) A plan and schedule for interagency collaboration, including environmental and/or Tribal consultation if applicable, in the implementation of the SWIF;
- 4) Documentation of specific agreements, such as project specific agreements, between levee sponsors and USACE or other agencies/organizations related to implementation of levee modifications, under Section 408 or other overlapping USACE policies and studies, applicable to the levee systems identified in the system-wide improvement framework;
- 5) Documentation of any regional considerations, approaches, and tools to be used during implementation of the system-wide improvement framework;
- 6) Documentation of interim maintenance standards that will be implemented during the SWIF to mitigate conditions of uncorrected "Unacceptable" inspection items;
- 7) IRRM plan, including risk communication plan that addresses the risk to life increased by system-wide deficiencies;
- 8) Schedules and milestones that will be used to monitor progress and to determine continued eligibility for P.L. 84-99 rehabilitation assistance while the SWIF is being implemented; and
- 9) For those levee systems shown as accredited on the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map that are part of the SWIF, demonstration that FEMA has been informed that the levee systems with "Unacceptable" inspection items are being addressed in a system-wide improvement framework.

## **SWIF PROJECT TASKS:**

The consultant shall perform the following tasks for this project:

### ***Task 1: Letter of Intent (LOI) Development***

#### **Task 1.1 – Draft LOI**

- JEO will draft a Letter of Intent (LOI) that the City can submit to the USACE indicating the City's plan for maintaining compliance with PL 84-99. This LOI will be submitted to the USACE through the City upon the City's review and approval.

#### **Task 1.2 – Final LOI**

- Following submittal of the draft LOI to the USACE, it is anticipated that minor comments may need to be addressed. Upon receipt of these comments, JEO will address them as necessary and forward to the City to be incorporated into the revised "final" LOI submitted to the USACE.

### ***Task 2: Evaluation and Resolution Recommendation***

Review and analyze available information pertinent to the optimized development of the SWIF. Pertinent information includes USACE Periodic Inspection Reports and USACE Annual Continuing Eligibility Inspection Reports for the FRRP. Categorize rated items by type and based on USACE rating. Conduct field evaluation. Provide resolution recommendations to address rated items considered deficiencies. Rated items considered deficiencies include all items rated unacceptable and those rated minimally acceptable deemed as requiring evaluation and resolution recommendation.

#### **Task 2.1 – Review USACE Inspection Information & Relevant City Levee Information**

- Review available inspection reports for the FRRP.
- Categorize rated items based on type.
- Catalogue items based on USACE rating: Unacceptable, Minimally Acceptable, or Acceptable. Unacceptable rated items will automatically enter the evaluation and resolution recommendation process. Minimally Acceptable rated items will be reviewed at a cursory level to determine if evaluation and resolution recommendations are necessary.
- Complete a desktop evaluation of each rated item to approximate deficiency extent and whether or not field evaluation would be beneficial to resolution recommendation development and interim risk reduction measure determination.
- Cross reference relevant City Work Order reports, capital projects and other relevant levee documentation as they relate to USACE inspection items to determine SWIF inclusion applicability. Determine which inspection items have been addressed by the City or others through on-going maintenance activities or projects since the recent inspection. Document any activity associated with rated items.

#### **Task 2.2 – Rated Item Field Evaluation**

- Conduct field evaluation of those rated items for which such an evaluation was deemed beneficial in Task 2.1.
- Evaluate the existing condition of the levee and accompanying rated item to identify the scope of work potentially involved with resolution and interim risk reduction.

#### **Task 2.3 – Develop Master List of Rated Items for SWIF Inclusion**

- Develop a Master List of Rated Items proposed for inclusion in the SWIF plan.

- Coordinate with the City regarding any Minimally Acceptable items that should be included in the SWIF.
- Items that have been sufficiently addressed or otherwise do not require SWIF planning will be identified in the SWIF as having been addressed. Any supporting existing documentation regarding addressing of an item will be included in a SWIF plan appendix.
- The Master List of Rated Items for SWIF Inclusion will be the list from which resolutions and IRRM will be developed.

#### Task 2.4 – Rated Item Resolution Recommendations

- Develop resolution recommendations for the Master List of Rated Items for SWIF Inclusion.
- Resolution recommendations may include the following:
  - Documentation and submittals
  - Engineering evaluation;
  - Removal
  - Mitigation (either general based on items type or item-specific);
  - Inclusion in other projects/programs (e.g., FEMA certification).
- Prepare a rated item resolution recommendation summary based on developed recommendations in support of SWIF submittal.

#### Task 2.5 – Rated Item Resolution Prioritization

- A risk ranking of the Master List of Rated Items for SWIF Inclusion will be developed following a 'high, medium, and low' rating system. This will be done in coordination with the City and USACE Omaha District.
- The prioritization may consider a number of variables, including:
  - Life Safety
  - Population at Risk
  - Critical Infrastructure
  - Potential Failure Mode
  - Stakeholder Input
- A prioritization of the Master List of Rated Items for SWIF Inclusion will be developed. The goal of prioritization will be to develop SWIF implementation in a manner that balances risk, realistic implementation, and other ongoing City efforts/programs.
- Prioritization may be based on a number of inputs, including:
  - Risk ranking
  - Stakeholder input
  - Item type
  - Required stakeholder coordination
  - Other ongoing projects/programs

#### Task 2.6 – Rated Item Resolution Recommendation Cost Estimate

- Develop conceptual cost estimates for the Master List of Rated Items for SWIF Inclusion.
- Conceptual cost estimates are expected to be general in nature based on input from the Project Team, City, and any stakeholders.
- If necessary, more detailed cost estimates can be developed at the direction of the City.

#### **Task Deliverables**

- Identify items that may need field evaluation to develop resolution recommendations.
- Rated Item Evaluation & Resolution Recommendation Summary
- Rated Item Resolution Prioritization
- Rated Item Resolution Recommendation Conceptual Cost Estimate

#### **Key Understandings/Assumptions**

- cursory level review of Minimally Acceptable rated items is initially scoped for desktop review.

- It is anticipated that the 2016 USACE inspection will be the baseline rating findings and, if available in a timely manner, supplemented and cross-referenced with the 2017 USACE inspection.
- The City will provide relevant levee Work Order reports, capital projects and other relevant levee documentation in as concise a manner as possible, based on discussions outlined by USACE inspection findings. If substantial document review/collation time is required the scope will be amended to include the additional effort.
- The initial scoped field evaluation is expected to be completed within a single time window.
- Field evaluation is expected to include up to two Project Team members with City participation.
- Any additional field evaluation necessary for resolution development will be determined and the scope of work will be amended over the course of this project.
- Conceptual cost estimates are anticipated to include any available concise supporting cost data and feedback from the City.

### ***Task 3: Interim Risk Reduction Measures (IRRM)***

Develop IRRM plan in support of SWIF submittal.

#### ***Task 3.1 –Develop IRRM***

- Identify potential failure modes for known deficiencies.
- Identify conceptual mitigation solutions and provide general IRRM recommendations for deficiency types.
- Develop non-structural and structural IRRM components.
- Develop SWIF IRRM.

#### ***Task Deliverables***

- IRRM recommendations in support of SWIF submittals.
- Section 408 Submittal Checklist
- Critical Area Map

#### ***Key Understandings/Assumptions***

- It is anticipated that the majority of deficiencies can be grouped together by type, location, or some other measure. Therefore, the IRRM is anticipated to be developed mostly for deficiency types/groups and will not include a detailed assessment of each individual deficiency.

### ***Task 4: Prepare Emergency Preparedness Plan (EPP)***

The revised Engineering Construction Bulletin [ (ECB) 2016-8 Interim Risk Reduction Measures (IRRM)s for Levee Safety added the requirement that an EPP should be developed as part of SWIF development. The EPP will be developed in accordance with the revised ECB 2016-8.

The EPP is designed to provide holistic planning relative to the needs of the flood control structure, this examination includes: identification of risk reduction strategies, emergency preparedness measures, documentation of emergency response activities, risk awareness communication efforts, and considerations relative to the long-term recover should failure occur. The EPP document merges engineering language utilized by levee sponsors with the language employed in the field of emergency management.

The following outlines the various components required for the EPP and the work steps that JEO will employ in the development of this plan. It should be noted that due to the focus and scope of this plan it will be

critical to collaborate with different stakeholder groups within the leveed areas to ensure an accurate and functional plan. The presented approach includes a planning workshop where critical stakeholders are able to provide information that will be incorporated into the EPP. In addition to the planning workshop, the scope includes a tabletop exercise that is designed to reduce plan inaccuracies and eliminate planning assumptions by engaging those who would be vital in the implementation of the plan. This scope is for the development of the EPP and does not include services associated with plan implementation.

#### Task 4.1 – EPP Task Management

- Develop and maintain a project schedule.
- Facilitate one (1) project kick-off meeting with City and appropriate stakeholders as identified by City and JEO staff.
- Respond to City requests as well as request made by regulatory agencies responsible for the review and approval of the EPP.
- Attend up to two (2) City board meetings (as requested) to review project progress, concerns, and work schedule.

#### Task 4.2 – Stakeholder Meetings

- Identify stakeholders that should be involved in the development of the EPP (to include but not limited to: National Weather Service, local emergency management agencies, local law enforcement, elected officials, levee owner, Nebraska Emergency Management Agency, Nebraska Department of Natural Resources, and USACE).
- Prepare data collection tools. Tools will be utilized to facilitate a conversation regarding roles and responsibilities relevant to each agency during all phases of the emergency management cycle (mitigation, preparedness, response, recovery).
- Coordinate with project engineers to review site specific considerations and concerns.
- Facilitate a planning workshop with relevant stakeholder groups and agencies to define roles and responsibilities associated with the levee system.
- Conduct follow-up meetings with relevant stakeholders to refine roles and responsibilities (as necessary).

#### **Meetings**

- Facilitate one (1) planning workshop with appropriate stakeholders (to include but not limited to: National Weather Service, local emergency management agencies, local law enforcement, elected officials, levee owner, Nebraska Emergency Management Agency, Nebraska Department of Natural Resources, and USACE) to define roles and responsibilities for inclusion in the EPP.
- Facilitate not more than three (3) meetings with stakeholder group(s) to refine roles and responsibilities discussed at the planning workshop.

#### **Task Deliverables**

- Overview of roles and responsibilities for stakeholder agencies.
- Diagram outlining stakeholders' responsibilities utilizing the Incident Command System (ICS).

#### Task 4.3 – Risk Awareness and Communication Plan

- Establish communication alternatives that can be employed during all phases of the emergency management cycle.
- Establish communication methods that will be utilized to communicate levee related information among public officials and decision makers.
- Develop a public education protocol that can be implemented beyond printed materials.
- QA/QC review of final deliverable.

#### **Meetings**

- One (1) meeting with the project sponsor

**Task Deliverables**

- Risk Awareness and Communication Plan for inclusion in the EPP.

**Task 4.4 – Activation Process**

- Conduct a review of local emergency management activation levels.
- Create flow charts correlating levee specific activations protocols with appropriate local emergency management activation protocols.
- Develop corresponding call trees.
- QAQC review of final deliverable.

**Task Deliverables**

- Flow chart of response activation protocols.
- Response call trees for each phase of response.

**Task 4.5 – Flood Warnings**

- Develop a graded and gradual notification protocol for flooding events.
- Draft notification messages for each flooding phase established under Task 4.4 Activation Process (three (3) stages expected).
- Develop a notification plan specifying notification channels to be employed during flooding events.
- Compile necessary information to make notification contacts (i.e. email addresses, phone numbers, etc.)
- QAQC review of final deliverable.

**Task Deliverables**

- Draft notification messages for each phase of flooding events; three (3) messages.
- Emergency messaging/notification plan
- Notification/media contact list

**Task 4.6 – Evacuation Planning**

- Establish evacuation routes.
- Develop evacuation maps.
- Identifying emergency sheltering options for evacuated populations.
- Identify vulnerable populations and specific areas of specific concern located in inundation areas.
- ICS organized response flow chart.
- QAQC of final deliverable.
- \* *Local emergency management and response agencies will identify emergency sheltering options.*

**Task Deliverables**

- Identification of evacuation routes on maps of the leveed areas.
- Maps relating the location of emergency shelter locations.
- Maps relating vulnerable populations and any special concerns.
- Flow chart outlining evacuation procedures utilizing the principals of ICS.

**Task 4.7 – Training and Exercise**

- Identify deficiencies in training among responders and responsible stakeholders.
- Establish training program for relevant stakeholders.
- Determine exercise requirements.
- QAQC review of final deliverable.

**Task Deliverables**

- Training program anticipating future training requirements/needs.
- Exercise protocol and schedule.

**Task 4.8 – Develop Plan Appendices**

- Catalog available flood fighting equipment.
- Develop a list of human resources available to assist in flood fighting.
- Include USACE Flood Fighting Techniques Manual.
- Develop simple diagrams of flood fighting techniques.
- Develop a checklist of response activities.
- Develop a matrix of response assignments.
- Compile a glossary of terms.
- QAQC review of final deliverable.

**Task Deliverables**

- Catalog of available flood fighting resources.
- Map showing location of flood fighting resources.
- Contact list of contractors and service providers involved in flood fighting.
- Simple diagrams of not more than five (5) flood fighting techniques.
- One (1) checklist of response activities.
- One matrix of response activities and corresponding agencies.
- Glossary of Terms

**Task 5: System-wide Improvement Framework (SWIF) Plan Development**

Develop SWIF based on effort completed in Task Series 300 and 400 to address system-wide issues, including corrections of unacceptable inspection items, in a prioritized way to optimize flood risk reduction and maintain an "active" designation for PL 84-99 Rehabilitation Assistance.

**Task 5.1 – Draft SWIF Outline**

- Develop a draft SWIF outline that will accommodate required SWIF materials as identified by the *USACE Policy for Development and Implementation of System-Wide Improvement Frameworks (SWIFs)*.

**Task 5.2 – 60% Draft SWIF & 1-Year Progress Report**

- Develop a draft SWIF to an approximate 60% level of completion to include required material as identified by the *USACE Policy for Development and Implementation of System-Wide Improvement Frameworks (SWIFs)*.
- Develop a progress report highlighting work completed and work in progress toward the SWIF.

**Task 5.3 – 90% Draft SWIF**

- Develop draft SWIF to an approximate 90% level of completion to include required material as identified by the *USACE Policy for Development and Implementation of System-Wide Improvement Frameworks (SWIFs)*.
- Resolve any outstanding USACE 60% draft SWIF review comments.

**Task 5.4 – Final SWIF**

- Finalize SWIF to include required material as identified by the *USACE Policy for Development and Implementation of System-Wide Improvement Frameworks (SWIFs)*.
- Resolve any outstanding USACE 90% draft SWIF review comments.



**Task Deliverables**

- Draft SWIF Outline
- 60% Draft SWIF and 1-YR Progress Report
- 90% Draft SWIF
- Final SWIF

**Task 6: Project Management and Stakeholder Coordination**

Perform routine project management tasks and general project coordination with the City and relevant stakeholders. Develop effective coordination and communication between the City, Stakeholders, and Project Team.

**Task 6.1 – Project Management**

- Perform routine project management tasks
- Perform contract administration services
- Coordinate and integrate various technical disciplines to facilitate efficient completion of project deliverables
- Submit progress reports

**Task 6.2 – City Coordination Meetings**

- Facilitate up to one project management, strategy and coordination meetings as necessary.

**Task 6.3 – Stakeholder Coordination Meetings**

- Facilitate up to one meeting with stakeholders (City, County, Emergency Management, Lower Elkhorn NRD, Utility Owners, etc.) if necessary.
- Facilitate up to one coordination meetings with the USACE.

**Task Deliverables**

- Contract amendments for written authorizations
- Project invoices and progress reports
- Meeting agendas and summaries
- Meeting support material

**Key Understandings/Assumptions**

- Project invoices and progress reports will be provided monthly.
- Every attempt will be made to provide meeting agendas at least two days before the meeting and meeting minutes no later than one week after the meeting.
- Project management, strategy and coordination meetings are assumed to be up to one hour in length and include up to two Project Team members.
- The anticipated completion date of the Task Series is 11 August 2017 subject to City and regulatory review periods and weather affecting any field work.

**Task 7: Community Engagement**

Support effective community engagement and communication efforts associated with the SWIF.

**Task 7.1 – Fact Sheet**

- Design and produce one SWIF Fact Sheet to provide to Stakeholders and general public as necessary.

**Task Deliverables**

- One (1) single page, two-sided fact sheet

***Key Understandings/Assumptions***

- Additional necessary fact sheets will be determined and the scope amended over the course of this project.
- Should a public meeting be deemed necessary over the course of this project, the scope will be amended and a meeting organized as needed.

**Proposed Project Schedule**

Once the SWIF LOI is submitted and approved, the USACE–Omaha District will provide a two year SWIF development monitoring plan that will outline draft and final submittal milestones. JEO will maintain the SWIF development milestone schedule accordingly.

JEO anticipates beginning work immediately upon receiving notice to proceed.

***Key Understandings/Assumptions***

- Schedule contingent upon a 2-week comment turnaround from USACE.
- The outline, 60%, 90%, and Final submittals are based on USACE guidelines. If the USACE allows submittals to be consolidated to reduce review periods a revised submittal plan may be enacted.

**Proposed Fee**

Task 1: Letter of Intent Development	\$3,500
Task 2: Evaluation and Resolution Recommendation	\$6,000
Task 3: Interim Risk Reduction Measures	\$3,500
Task 4: Prepare Emergency Preparedness Plan	\$25,000
Task 5: System-wide Improvement Framework Development	\$10,500
Task 6: Project Management and Stakeholder Coordination	\$5,500
Task 7: Community Engagement	\$1,000
<b>Project Total</b>	<b>\$55,000</b>

## JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

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

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

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

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

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

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

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

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

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

same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

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

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

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

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

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

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

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

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

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

**10. INDEMNIFICATION:** To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of



## JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.

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

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

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

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

**14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES:** The owner and JEO each is hereby bound and the partners, successors,

executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

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

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

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

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

**Agreement with JEO of Work on Levee**

<b>Task 1</b>	<b>SWIF DEVELOPMENT</b>	<b>\$55,000</b>
<b>Task 2</b>	<b>LEVEE ROW DETERMINATION</b>	<b>\$8,500</b>
<b>Task 3</b>	<b>RAILROAD TIE-BACK LEVEE EAP DEVELOPMENT</b>	<b>\$7,500</b>
<b>Task 4</b>	<b>PROGRAMMATIC RECOMMENDATION</b>	<b>\$10,000</b>
<b><u>TOTAL PROJECT (PHASE 1)</u></b>		<b><u>\$81,000</u></b>



www.kineticlease.com

PHONE 701.476.0221  
800.558.7337  
FAX 701.476.0277

2575 41st Street South  
Suite 1 PO Box 9785  
Fargo, ND 58106-9785

September 27, 2017

City of Broken Bow, Nebraska  
Attn: Cecil Burt  
P.O. Box 567  
Broken Bow, NE 68822

RE: Lease with Option to Purchase Agreement No. CIT5578-103

Dear Mr. Burt:

Enclosed please find the following documentation for the lease of the 2015 Bobcat E85 Mini Excavator with 18", 24", 36" Buckets, HYD Thumb and E85 Coupler / Pin Grabber:

- Invoice for the documentation fee and first annual lease payment
- Lease-Purchase Agreement CIT5578-103
- Exhibit A - Equipment Description
- Exhibit B - Rental Payments
- Exhibit C - Receipt Certificate

Note: you will need to complete the essential purpose section of the Certificate and be signed again by the individual authorized by the City Council and depicted on the Certificate of Incumbency

- Exhibit D - Resolution
- Certificate of Incumbency
- Insurance Coverage

Please fill in the name and address of your insurance agent where indicated. It is important that you request a certificate of insurance be forwarded to our office just as soon as possible.

- 8038-GC

We will take care of filing this form with the IRS. Please sign both copies in **blue ink** where indicated.

- Sales Tax Exemption Certificate

Please sign all documents where indicated and return all of the executed documents, along with your check in the amount of \$15,754.00 to my attention. I can be reached at (800) 558-7337 if you have any other questions pertaining to the documentation. Thank you.

Sincerely,  
Kinetic Leasing, Inc.

Curt Kovash  
Vice President of Business Development



2575 41st St. S, Ste. 1  
PO Box 9785  
Fargo, ND 58106-9785  
800.558.7337

## INVOICE

Page No. 1  
INVOICE NO. 182200  
Customer # BROKEN

INVOICE DATE 9/27/17  
DUE DATE 10/01/17

INVOICE TO:

City of Broken Bow, Nebraska  
P.O. Box 567  
Broken Bow, NE 68822

REMIT TO:

Kinetic Leasing, Inc.  
P.O. Box 9785  
Fargo, ND 58106

LEASE #	DESCRIPTION	FROM	THROUGH	AMOUNT
Lease # CIT5578-103	2015 Bobcat E85 Mini Excavator			
	Lease Payment	10/01/17	9/30/18	15,404.00
	Documentation Fee	10/01/17	10/31/17	350.00
PLEASE RETURN DUPLICATE WITH PAYMENT.				
TERMS: NET CASH ON DUE DATE				
PURSUANT TO CONTRACT, LATE CHARGES MAY APPLY FOR PAYMENTS NOT PAID WHEN DUE.				
PLEASE REFER TO OUR INVOICE NO. ON YOUR REMITTANCE.				
Invoice Subtotal				15,754.00
Sales Tax				.00
				-----

PAY THIS AMOUNT

15,754.00

LEASE WITH OPTION TO PURCHASE AGREEMENT NO. CIT5578-103

Between

KINETIC LEASING, INC.

As Lessor

and

CITY OF BROKEN BOW, NEBRASKA

As Lessee

Dated as of the 27<sup>th</sup> day of September, 2017



THIS LEASE WITH OPTION TO PURCHASE AGREEMENT dated as of this 27<sup>th</sup> day of September, 2017 (the Lease), by and between Kinetic Leasing, Inc., a corporation duly organized and existing under the laws of the state of North Dakota as lessor (Lessor) whose address is 2575 41<sup>st</sup> Street South, Suite 1, Fargo, ND 58104; and the City of Broken Bow, Nebraska, a political subdivision of the state of Nebraska as lessee (Lessee), whose address is P.O. Box 567, Broken Bow, NE 68822;

WITNESSETH:

WHEREAS, Lessee is authorized by law to acquire such items of personal property as are needed to carry out its governmental functions, and to acquire such personal property by entering into lease with option to purchase agreements; and

WHEREAS, Lessee has determined that it is necessary for it to acquire under this Lease certain items of personal property described herein as Equipment; and

WHEREAS, Lessor is willing to acquire such items of Equipment and to lease them to Lessee pursuant to this Lease;

NOW THEREFORE, in the joint and mutual exercise of their powers, and in consideration of the mutual covenants herein contained, the parties hereto recite and agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

Section 1.1. Definitions. Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Lease, have the meanings herein specified.

Contractor: Each of the manufacturers or vendors from whom Lessee (or Lessor at Lessee's request) has ordered or will order or with whom Lessee (or Lessor at Lessee's request) has contracted or will contract for the manufacture, delivery and/or installation of the Equipment.

Equipment: The personal property described in the attached Exhibit A which is being leased with option to purchase by Lessee pursuant to this Lease.

Fiscal Year: The twelve-month fiscal period of Lessee which commences on January 1<sup>st</sup> in every year and ends on the following December 31<sup>st</sup>.

Independent Counsel: An attorney duly admitted to the practice of law before the highest court of the State who is not a full-time employee of Lessor or Lessee.

Interest: The portion of any Rental Payment designated as and comprising interest as shown in the attached Exhibit B.

Net Proceeds: Any insurance proceeds or condemnation award, paid with respect to the Equipment, remaining after payment therefrom of all expenses incurred in the collection thereof.

Non-appropriation: The failure of the City of Broken Bow, Nebraska to appropriate money for any Fiscal Year of Lessee sufficient for the continued performance of this Lease by Lessee, as evidenced by the passage of an ordinance or resolution specifically prohibiting Lessee from performing its obligations under this Lease, and from using any moneys to pay the Rental Payments due under this Lease for a designated Fiscal Year and all subsequent Fiscal Years.

Payment Date: The date upon which any Rental Payment is due and payable as provided in Exhibit B.

Permitted Encumbrances: As of any particular time: (i) liens for taxes and assessments not then delinquent, or which Lessee may, pursuant to the provisions of Section 7.3 hereof, permit to remain unpaid, (ii) this Lease and amendments hereto, (iii) Lessor's interest in the Equipment, and (iv) any mechanic's, laborer's,

materialmen's, supplier's or vendor's lien or right not filed or perfected in the manner prescribed by law, other than any lien arising through a Contractor or which Lessee may, pursuant to Article VIII hereof, permit to remain unpaid.

Principal: The portion of any Rental Payment designated as principal in the attached Exhibit B.

Purchase Option Price: With respect to the Equipment, as of the Payment Dates specified in the attached Exhibit B, the amount so designated and set forth opposite each such date in the attached Exhibit B.

Rental Payment: The payment due from Lessee to Lessor on each Payment Date during the Term of this Lease, as shown on Exhibit B.

Specifications: The bid specifications and/or purchase order pursuant to which Lessee has ordered the Equipment from a Contractor.

State: The State of Nebraska.

State and Federal Law or Laws: The Constitution and any law of the State and any charter, ordinance, rule or regulation of any agency or political subdivision of the State; and any law of the United States, and any rule or regulation of any federal agency.

Term of this Lease or Lease Term: The period during which this Lease is in effect as specified in Section 4.1.

Section 1.2. Exhibits.

The following Exhibits are attached to and by reference made a part of this Lease:

Exhibit A: A description of the Equipment being leased by Lessee pursuant to this Lease, including the serial number thereof which shall be inserted when available.

Exhibit B: A schedule indicating the date and amount of each Rental Payment coming due during the Lease Term, the amount of each Rental Payment comprising Principal and Interest, and the price at which Lessee may exercise its option to purchase Lessor's interest in the Equipment in accordance with Article X. The due date of each Rental Payment shall be inserted on Exhibit B by Lessor when available.

Exhibit C: A Certificate of Acceptance of Lessee indicating that the Equipment has been delivered and installed in accordance with the Specifications, and has been accepted by Lessee, the date on which Rental Payments shown in Exhibit B shall commence, and that certain other requirements have been met by Lessee.

Exhibit D: A form of resolution of the governing body of Lessee relating to the Lease and certain federal tax matters.

## ARTICLE II

### REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1. Representations, Covenants and Warranties of Lessee. Lessee represents, covenants and warrants as follows:

(a) Lessee is a Nebraska municipal corporation and political subdivision of the State, duly organized and existing under the Constitution and laws of the State.

(b) Lessee is authorized under the Constitution and laws of the State to enter into this Lease and the transactions contemplated hereby, and to perform all of its obligations hereunder.

(c) The officer of Lessee executing this Lease has been duly authorized to execute and deliver this Lease under the terms and provisions of a resolution of Lessee's governing body, or by other appropriate official action.

(d) In authorizing and executing this Lease, Lessee has complied with all public bidding and other State and Federal Laws applicable to this Lease and the acquisition of the Equipment by Lessee.

(e) Lessee will not pledge, mortgage or assign this Lease, or its duties and obligations hereunder to any other person, firm or corporation except as provided under the terms of this Lease.

(f) Lessee will use the Equipment during the Lease Term only to perform the essential governmental functions of the City of Broken Bow, Nebraska.

(g) Lessee will take no action that would cause the Interest portion of the Rental Payments to become includible in gross income of the recipient for federal income tax purposes under the Internal Revenue Code of 1986 (the Code) and Treasury Regulations promulgated thereunder (the Regulations), and Lessee will take and will cause its officers, employees and agents to take all affirmative actions legally within its power necessary to ensure that the Interest portion of the Rental Payments does not become includible in gross income of the recipient for federal income tax purposes under the Code and Regulations.

(h) Upon delivery and installation of the Equipment, Lessee will provide to Lessor a completed and executed copy of the Certificate of Acceptance attached hereto as Exhibit C.

(i) Lessee will submit to the Secretary of the Treasury an information reporting statement at the time and in the form required by the Code and the Regulations.

(j) Lessee will cause a resolution substantially in the form attached hereto as Exhibit D to be adopted by its governing body.

Section 2.2. Representations, Covenants and Warranties of Lessor. Lessor represents, covenants and warrants as follows:

(a) Lessor is a corporation duly organized, existing and in good standing under and by virtue of the laws of the state of North Dakota, and is duly qualified and in good standing as a foreign corporation authorized to transact business in the State; has power to enter into this Lease; is possessed of full power to own and hold real and personal property, and to lease the same; and has duly authorized the execution and delivery of this Lease.

(b) Neither the execution and delivery of this Lease, nor the fulfillment of or compliance with the terms and conditions thereof, nor the consummation of the transactions contemplated thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Lessor is now a party or by which Lessor is bound, constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of Lessor, or upon the Equipment except Permitted Encumbrances.

### ARTICLE III

#### LEASE OF EQUIPMENT

Section 3.1. Lease. Lessor hereby leases the Equipment to Lessee, and Lessee hereby leases the Equipment from Lessor, upon the terms and conditions set forth in this Lease.

Section 3.2. Possession and Enjoyment. Lessor hereby covenants to provide Lessee during the Term of this Lease with the quiet use and enjoyment of the Equipment, and Lessee shall during the Term of this Lease peaceably and quietly have and hold and enjoy the Equipment, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Lease. Lessor will, at the request of Lessee and at Lessee's cost, join in any legal action in which Lessee asserts its right to such possession and enjoyment to the extent Lessor lawfully may do so.

Section 3.3. Lessor Access to Equipment. The Lessee agrees that Lessor shall have the right at all reasonable times to examine and inspect the Equipment. Lessee further agrees that Lessor shall have such rights of access to the Equipment as may be reasonably necessary to cause the proper maintenance of the Equipment in the event of failure by Lessee to perform its obligations hereunder.

#### ARTICLE IV

##### TERM OF LEASE

Section 4.1. Lease Term. This Lease shall be in effect for a Term commencing upon its date of execution and ending as provided in Section 4.5.

Section 4.2. Termination by Lessee. In the sole event of Non-appropriation, Lessee shall have the right to terminate this Lease, in whole but not in part, at the end of any Fiscal Year of Lessee, in the manner and subject to the terms specified in this Section and Section 4.4. Lessee may effect such termination by giving Lessor a written notice of termination and by paying to Lessor any Rental Payments and other amounts, which are due and have not been paid at or before the end of its then current Fiscal Year. Lessee shall endeavor to give notice of termination not less than sixty (60) days prior to the end of such Fiscal Year, and shall notify Lessor of any anticipated termination. In the event of termination of this Lease as provided in this Section, Lessee shall deliver possession of the Equipment to Lessor in accordance with Section 12.3, and shall convey to Lessor or release its interest in the Equipment within ten (10) days after the termination of this Lease.

Section 4.3. Intent to Continue Lease Term; Appropriations. Lessee presently intends to continue this Lease for its entire Term and to pay all Rental Payments specified in Exhibit B. The officer of Lessee responsible for preparation of Lessee's budget shall include in the budget request for each Fiscal Year the Rental Payments to become due in such Fiscal Year, and shall use all reasonable and lawful means available to secure the appropriation of money for such Fiscal Year sufficient to pay the Rental Payments coming due therein. Lessee reasonably believes that moneys in an amount sufficient to make all such Rental Payments can and will lawfully be appropriated and made available for this purpose.

Section 4.4. Effect of Termination. Upon termination of this Lease as provided in Section 4.2, Lessee shall not be responsible for the payment of any additional Rental Payments coming due with respect to succeeding Fiscal Years, but if Lessee has not delivered possession of the Equipment to Lessor in accordance with Section 12.3 and conveyed to Lessor or released its interest in the Equipment within ten (10) days after the termination of this Lease, the termination shall nevertheless be effective, but Lessee shall be responsible for the payment of damages in an amount equal to the amount of the Rental Payments thereafter coming due under Exhibit B which are attributable to the number of days after such ten (10) day period during which Lessee fails to take such actions and for any other loss suffered by Lessor as a result of Lessee's failure to take such actions as required.

Section 4.5. Termination of Lease Term. The Term of this Lease will terminate upon the occurrence of the first of the following events:

- (a) the termination thereof by Lessee in accordance with Section 4.2;
- (b) the exercise by Lessee of its option to purchase Lessor's interest in the Equipment pursuant to Article X;
- (c) a default by Lessee and Lessor's election to terminate this Lease pursuant to Article XII; or
- (d) the payment by Lessee of all Rental Payments and other amounts authorized or required to be paid by Lessee hereunder.

#### ARTICLE V

##### RENTAL PAYMENTS

Section 5.1. Rental Payments. Lessee agrees to pay Rental Payments during the Term of this Lease, in the amounts and on the dates specified in Exhibit B. All Rental Payments shall be paid to Lessor at its

offices at the address specified in the first paragraph of this Lease, or to such other person or entity to which Lessor has assigned such Rental Payments as specified in Article XI, at such place as such assignee may from time to time designate by written notice to Lessee. Lessee shall pay the Rental Payments exclusively from moneys legally available therefore, in lawful money of the United States of America, to Lessor or, in the event of assignment of the right to receive Rental Payments by Lessor, to its assignee. Interest shall accrue from the first day of the calendar month in which the Certificate of Acceptance is executed.

Section 5.2. Current Expense. The obligations of Lessee under this Lease, including its obligation to pay the Rental Payments due with respect to the Equipment, in any Fiscal Year for which this Lease is in effect, shall constitute a current expense of Lessee for such Fiscal Year and shall not constitute an indebtedness of Lessee within the meaning of the Constitution and laws of the State. Nothing herein shall constitute a pledge by Lessee of any taxes or other moneys, other than moneys lawfully appropriated from time to time by or for the benefit of Lessee in the annual budget and the proceeds or Net Proceeds of the Equipment, to the payment of any Rental Payment or other amount coming due hereunder.

Section 5.3. Interest Component. A portion of each Rental Payment is paid as and represents the payment of Interest. Exhibit B sets forth the Interest component of each Rental Payment.

Section 5.4. Rental Payments to be Unconditional. Except as provided in Section 4.2, the obligation of Lessee to make Rental Payments or any other payments required hereunder shall be absolute and unconditional in all events. Notwithstanding any dispute between Lessee and Lessor or any other person, Lessee shall make all Rental Payments and other payments required hereunder when due and shall not withhold any Rental Payment or other payment pending final resolution of such dispute nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such Rental Payments or other payments required under this Lease. Lessee's obligation to make Rental Payments or other payments during the Lease Term shall not be abated through accident or unforeseen circumstances. However, nothing herein shall be construed to release Lessor from the performance of its obligations hereunder; and if Lessor should fail to perform any such obligation, Lessee may institute such legal action against Lessor as Lessee may deem necessary to compel the performance of such obligation or to recover damages therefore.

## ARTICLE VI

### INSURANCE AND NEGLIGENCE

Section 6.1. Liability Insurance. Upon receipt of possession of the Equipment, Lessee shall take such measures as may be necessary to ensure that any liability for injuries to or death of any person or damage to or loss of property arising out of or in any way relating to the condition or the operation of the Equipment or any part thereof, is covered by a blanket or other general liability insurance policy maintained by Lessee. The Net Proceeds of all such insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which any Net Proceeds may be paid.

Section 6.2. Property Insurance. Upon receipt of possession of the Equipment, Lessee shall have and assume the risk of loss with respect thereto. Lessee shall procure and maintain continuously in effect during the Term of this Lease, all-risk insurance, subject only to the standard exclusions contained in the policy, in such amount as will be at least sufficient so that a claim may be made for the full replacement cost of any part thereof damaged or destroyed and to pay the applicable Purchase Option Price of the Equipment. Such insurance may be provided by a rider to an existing policy or under a separate policy. Such insurance may be written with customary deductible amounts. The Net Proceeds of insurance required by this Section shall be applied to the prompt repair, restoration or replacement of the Equipment, or to the purchase of the Equipment, as provided in Section 6.6. Any Net Proceeds not needed for those purposes shall be paid to Lessee.

Section 6.3. Worker's Compensation Insurance. If required by State law, Lessee shall carry worker's compensation insurance covering all employees on, in, near or about the Equipment, and upon request, shall furnish to Lessor certificates evidencing such coverage throughout the Term of this Lease.

Section 6.4. Requirements For All Insurance. All insurance policies (or riders) required by this Article shall be taken out and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State; and shall contain a provision that the insurer shall not cancel or revise coverage thereunder without giving written notice to the insured parties at least ten (10)

days before the cancellation or revision becomes effective. All insurance policies or riders required by Sections 6.1 and 6.2 shall name Lessee and Lessor as insured parties, and any insurance policy or rider required by Section 6.3 shall name Lessee as insured party. Lessee shall deposit with Lessor policies (and riders) evidencing any such insurance procured by it, or a certificate or certificates of the respective insurers stating that such insurance is in full force and effect. Before the expiration of any such policy (or rider), Lessee shall furnish to Lessor evidence that the policy has been renewed or replaced by another policy conforming to the provisions of this Article, unless such insurance is no longer obtainable in which event Lessee shall notify Lessor of this fact.

Notwithstanding the provisions of Sections 6.1 through 6.3, Lessee may elect to meet the requirements of any such section through self-insurance provided by a Qualified Self-Insurance Program having coverage limits equal to or greater than those specified in such Section. In such event, Lessee shall give Lessor notice of such election. As used herein, Qualified Self-Insurance Program means a program of self-insurance which has been established by Lessee, or by Lessee and other political subdivisions of the State, pursuant to a State law specifically authorizing the program and which is funded in a manner similar to commercial insurance or in a manner specified in such State law.

Section 6.5. Lessee's Negligence. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such property damage be to Lessee's property or the property of others, which is proximately caused by the negligent conduct of Lessee, its officers, employees and agents to the extent permitted by law. Lessee hereby assumes responsibility for and agrees to reimburse Lessor for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorney's fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Lessor that in any way relate to or arise out of a claim, suit or proceeding based in whole or in part upon the negligent conduct of Lessee, its officers, employees and agents, to the maximum extent permitted by law.

Section 6.6. Damage to or Destruction of Equipment. If after delivery of the Equipment to Lessee all or any part of the Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee shall as soon as practicable after such event either: (i) replace the same at Lessee's sole cost and expense with equipment of equal or greater value to the Equipment immediately prior to the time of the loss occurrence, such replacement equipment to be subject to Lessor's reasonable approval, whereupon such replacement shall be substituted in this Lease by appropriate endorsement; or (ii) pay the applicable Purchase Option Price of the Equipment as set forth in Exhibit B. Lessee shall notify Lessor of which course of action it will take within fifteen (15) days after the loss occurrence. If Lessee fails or refuses to notify Lessor within the required period, Lessor may, at its option, declare the applicable Purchase Option Price of the Equipment set forth in Exhibit B immediately due and payable, and Lessee shall be obligated to pay the same. The Net Proceeds of all insurance payable with respect to the Equipment shall be available to Lessee and shall be used to discharge Lessee's obligation under this Section. On payment of the Purchase Option Price, this Lease shall terminate and Lessee thereupon shall become entitled to the Equipment AS IS, WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE, except that the Equipment shall not be subject to any lien or encumbrance created by or arising through Lessor.

## ARTICLE VII

### OTHER OBLIGATIONS OF LESSEE

Section 7.1. Use; Permits. Lessee shall exercise due care in the installation, use, operation and maintenance of the Equipment, and shall not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any State and Federal Law or for a purpose or in a manner contrary to that contemplated by this Lease. Lessee shall obtain all permits and licenses necessary for the installation, operation, possession and use of the Equipment. Lessee shall comply with all State and Federal Laws applicable to the installation, use, possession and operation of the Equipment, and if compliance with any such State and Federal Law requires changes or additions to be made to the Equipment, such changes or additions shall be made by Lessee at its expense.

Section 7.2. Maintenance of Equipment by Lessee. Lessee shall, at its own expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and shall from time to time make all

repairs and replacements necessary to keep the Equipment in such condition. Lessor shall have no responsibility for any of these repairs or replacements.

Section 7.3. Taxes, Other Governmental Charges and Utility Charges. Except as expressly limited by this Section, Lessee shall pay all taxes and other charges of any kind which are at any time lawfully assessed or levied against or with respect to the Equipment, the Rental Payments or any part thereof, or which become due during the Term of this Lease, whether assessed against Lessee or Lessor. Lessee shall also pay when due all gas, water, steam, electricity, heat, power, telephone, and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment, and all special assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on the Equipment; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due. Lessee shall not be required to pay any federal, state or local income, inheritance, estate, succession, transfer, gift, franchise, gross receipts, profit, excess profit, capital stock, corporate, or other similar tax payable by Lessor, its successors or assigns, unless such tax is made in lieu of or as a substitute for any tax, assessment or charge which is the obligation of Lessee under this Section.

Lessee may, at its own expense and in its own name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments, utility or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in the opinion of Independent Counsel, by nonpayment of any such items the interest of Lessor in the Equipment will be materially endangered or the Equipment or any part thereof will be subject to loss or forfeiture, in which event Lessee shall promptly pay such taxes, assessments, utility or other charges or provide Lessor with full security against any loss which may result from nonpayment, in form satisfactory to Lessor.

Section 7.4. Advances. If Lessee shall fail to perform any of its obligations under this Article, Lessor may, but shall not be obligated to, take such action as may be necessary to cure such failure, including the advancement of money, and Lessee shall be obligated to repay all such advances on demand, with interest at the rate of 18% per annum or the maximum rate permitted by law, whichever is less, from the date of the advance to the date of repayment.

## ARTICLE VIII

### TITLE

Section 8.1. Title. During the Term of this Lease, legal title to the Equipment and any and all repairs, replacements, substitutions and modifications thereto shall be in Lessor. In recognition of such legal title, Lessor and Lessee shall execute and properly file a Uniform Commercial Code financing statement (UCC-1) executed by Lessee as debtor and Lessor as secured party indicating that legal title to the Equipment is in Lessor. If requested by Lessor, Lessee shall conspicuously mark the Equipment with appropriate lettering, labels or tags, and maintain such markings during the Term of this Lease, so as clearly to disclose Lessor's legal title to the Equipment. If any portion of the Equipment shall constitute a vehicle, Lessor shall have the authority, upon filing the manufacturer's Certificate of Origin for such Equipment, to require the notation of Lessor's legal title and security interest on any applicable records and the Certificate of Title for such Equipment. Upon the payment by Lessee of all Rental Payments as indicated in Exhibit B, or the exercise by Lessee of its option to purchase the Equipment pursuant to Article X, full and unencumbered legal title to the Equipment shall pass to Lessee, and Lessor shall have no further interest therein; and Lessor shall execute and deliver to Lessee such documents as Lessee may request to evidence the passage of legal title to the Equipment to Lessee and the termination of Lessor's security or other interest therein.

Section 8.2. Liens. During the Term of this Lease, Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Equipment, other than the respective rights of Lessor and Lessee as herein provided and Permitted Encumbrances. Except as expressly provided in Section 7.3 and this Article, Lessee shall promptly, at its own expense, take such action as may be necessary duly to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. Lessee shall reimburse Lessor for any expense incurred by Lessor in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

Section 8.3. Installation of Lessee's Equipment. Lessee may at any time and from time to time, in its sole discretion and at its own expense, install other items of equipment in or upon the Equipment, which items shall be identified by tags or other symbols affixed thereto as property of Lessee. All such items so identified shall remain the sole property of Lessee, in which Lessor shall have no interest, and may be modified or removed by Lessee at any time provided that Lessee shall repair and restore any and all damage to the Equipment resulting from the installation, modification or removal of any such items. Nothing in this Lease shall prevent Lessee from purchasing items to be installed pursuant to this Section under a conditional sale or lease with option to purchase contract, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest shall attach to any part of the Equipment.

Section 8.4. Modification of Equipment. Lessee shall, at its own expense, have the right to make repairs to the Equipment, and to make repairs, replacements, substitutions and modifications to all or any of the parts thereof. All such work and any part or component used or installed to make a repair or as a replacement, substitution or modification, shall thereafter comprise part of the Equipment and be subject to the provisions of this Lease. Such work shall not in any way damage the Equipment or cause it to be used for purposes other than those authorized under the provisions of State and Federal Law or those contemplated by this Lease; and the Equipment, upon completion of any such work shall be of a value which is not less than the value of the Equipment immediately prior to the commencement of such work. Any property for which a replacement or substitution is made pursuant to this Section may be disposed of by Lessee in such manner and on such terms as are determined by Lessee. Lessee will not permit any mechanic's or other lien to be established or remain against the Equipment for labor or materials furnished in connection with any repair, addition, modification or improvement made by Lessee pursuant to this Section; provided that if any such lien is established and Lessee shall first notify Lessor of Lessee's intention to do so, Lessee may in good faith contest any lien filed or established against the Equipment, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in the opinion of Independent Counsel, by nonpayment of any such item the interest of Lessor in the Equipment will be materially endangered or the Equipment or any part thereof will be subject to loss or forfeiture, in which event Lessee shall promptly pay and cause to be satisfied and discharged all such unpaid items or provide Lessor with full security against any such loss or forfeiture, in form satisfactory to Lessor. Lessor will cooperate fully with Lessee in any such contest, upon the request and at the expense of Lessee.

Section 8.5. Personal Property. The Equipment is and shall at all times be and remain personal property notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner affixed or attached to or embedded in or permanently rested upon real property or any building thereon or attached in any manner to what is permanent by means of cement, plaster, nails, bolts, screws or otherwise.

## ARTICLE IX

### WARRANTIES

Section 9.1. Selection of Equipment. The Equipment and the Contractor have been selected by Lessee, and Lessor shall have no responsibility in connection with the selection of the Equipment, its suitability for the use intended by Lessee, the acceptance by the Contractor or its sales representative of the order submitted, or any delay or failure by the Contractor or its sales representative to manufacture, deliver or install the Equipment for use by Lessee. Lessee authorizes Lessor to add the serial number of the Equipment to Exhibit A when available.

Section 9.2. Installation and Maintenance of Equipment. Lessor shall have no obligation to install, erect, test, inspect, service or maintain the Equipment under any circumstances, but such actions shall be the obligation of Lessee or the Contractor.

Section 9.3. Contractor's Warranties. Lessor hereby assigns to Lessee for and during the Term of this Lease, all of its interest in all Contractor's warranties and guarantees, express or implied, issued on or applicable to the Equipment, and Lessor hereby authorizes Lessee to obtain the customary services furnished in connection with such warranties and guarantees at Lessee's expense.

Section 9.4. Patent Infringement. Lessor hereby assigns to Lessee for and during the Term of this Lease all of its interest in patent indemnity protection provided by any Contractor with respect to the Equipment. Such assignment of patent indemnity protection by Lessor to Lessee shall constitute the entire liability of Lessor for any patent infringement by Equipment furnished pursuant to this Lease.



Section 9.5. Disclaimer of Warranties. THE EQUIPMENT IS DELIVERED AS IS, AND LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE OF THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT.

## ARTICLE X

### OPTION TO PURCHASE

Section 10.1. When Available. Lessee shall have the option to purchase Lessor's interest in the Equipment on any Payment Date for the then applicable Purchase Option Price set forth in Exhibit B, but only if Lessee is not in default under this Lease, and only in the manner provided in this Article.

Section 10.2. Exercise of Option. Lessee shall give notice to Lessor of its intention to exercise its option not less than thirty (30) days prior to the Payment Date on which the option is to be exercised and shall deposit with Lessor on the date of exercise an amount equal to all Rental Payments and any other amounts then due or past due (including the Rental Payment due on the Payment Date on which the option is to be exercised) and the applicable Purchase Option Price set forth in Exhibit B. The closing shall be on the Payment Date on which the option is to be exercised at the office of Lessor.

Section 10.3. Release of Lessor's Interest. Upon exercise of the purchase option by Lessee, Lessor shall convey or release to Lessee, all of its right, title and/or interest in and to the Equipment by delivering to Lessee such documents as Lessee deems necessary for this purpose.

## ARTICLE XI

### ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING

Section 11.1. Assignment by Lessor. Lessor shall not assign its obligations under this Lease, and no purported assignment thereof shall be effective. All of Lessor's right, title and/or interest in and to this Lease, the Rental Payments and other amounts due hereunder and the Equipment may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor at any time, without the consent of Lessee. No such assignment shall be effective as against Lessee unless and until the assignor shall have filed with Lessee a copy or written notice thereof identifying the assignee. Lessee shall pay all Rental Payments due hereunder to or at the direction of Lessor or the assignee named in the most recent assignment or notice of assignment filed with Lessee. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments. In the event Lessor assigns participations in its right, title and/or interest in and to this Lease, the Rental Payments and other amounts due hereunder and the Equipment, such participants shall be considered to be Lessor with respect to their participated shares thereof.

Section 11.2. Assignment and Subleasing by Lessee. Neither this Lease nor Lessee's interest in the Equipment may be assigned by Lessee without the written consent of Lessor. However, the Equipment may be subleased by Lessee, in whole or in part, without the consent of Lessor, subject, however, to each of the following conditions:

(i) This Lease and the obligation of Lessee to make Rental Payments hereunder, shall remain obligations of Lessee.

(ii) The sublessee shall assume the obligations of Lessee hereunder to the extent of the interest subleased.

(iii) Lessee shall, within thirty (30) days after the delivery thereof, furnish or cause to be furnished to Lessor a true and complete copy of such sublease.

(iv) No sublease by Lessee shall cause the Equipment to be used for a purpose other than a governmental function authorized under the provisions of the Constitution and laws of the State.

(v) No sublease shall cause the Interest component of the Rental Payments due with respect to the Equipment to become includible in gross income of the recipient for federal income tax purposes.

Section 11.3. Restriction on Mortgage or Sale of Equipment by Lessee. Except as provided in Section 11.2, Lessee will not mortgage, sell, assign, transfer or convey the Equipment or any portion thereof during the Term of this Lease, or remove any Equipment not constituting a vehicle from its boundaries, without the written consent of Lessor. Lessee shall not, without the written permission of Lessor, store or house any Equipment constituting a vehicle outside the corporate boundaries of Lessee.

## ARTICLE XII

### EVENTS OF DEFAULT AND REMEDIES

Section 12.1. Events of Default Defined. The following shall be "events of default" under this Lease and the terms "events of default" and "default" shall mean, whenever they are used in this Lease, with respect to the Equipment, any one or more of the following events:

(i) Failure by Lessee to pay any Rental Payment or other payment required to be paid under this Lease at the time specified herein and the continuation of said failure for a period of three (3) days after telephonic or telegraphic notice given by Lessor that the payment referred to in such notice has not been received, such telephonic or telegraphic notice to be subsequently confirmed in writing, or after written notice.

(ii) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Clause (i) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.

(iii) The filing by Lessee of a voluntary petition in bankruptcy, or failure by Lessee promptly to lift any execution, garnishment or attachment of such consequence as would impair the ability of Lessee to carry on its governmental function or adjudication of Lessee as a bankrupt, or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under the provisions of the Federal Bankruptcy Statute, as amended, or under any similar acts which may hereafter be enacted.

The provisions of this Section 12.1 and Section 12.2 are subject to the following limitation: if by reason of force majeure Lessee is unable in whole or in part to carry out its obligations under this Lease with respect to the Equipment, other than its obligation to pay Rental Payments with respect thereto which shall be paid when due notwithstanding the provisions of this paragraph, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other labor disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the State or their respective departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee and not resulting from its negligence. Lessee agrees, however, to remedy with all reasonable dispatch the cause or causes preventing Lessee from carrying out its obligations under this Lease; provided that the settlement of strikes, lockouts and other labor disturbances shall be entirely within the discretion of Lessee and Lessee shall not be required to make settlement of strikes, lockouts and other labor disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of Lessee unfavorable to Lessee.

Section 12.2. Remedies on Default. Whenever any event of default referred to in Section 12.1 hereof shall have happened and be continuing with respect to the Equipment, Lessor shall have the right, at its option and without any further demand or notice, to take one or any combination of the following remedial steps:

(i) Lessor, with or without terminating this Lease may declare all Rental Payments due or to become due during the Fiscal Year in effect when the default occurs to be immediately due and payable by Lessee, whereupon such Rental Payments shall be immediately due and payable.

(ii) Lessor, with or without terminating this Lease, may repossess the Equipment by giving Lessee written notice to deliver the Equipment to Lessor, whereupon Lessee shall do so in the manner provided in Section 12.3; or in the event Lessee fails to do so within ten (10) days after receipt of such notice, Lessor may enter upon Lessee's premises where the Equipment is kept and take possession of the Equipment and charge Lessee for costs incurred in repossessing the Equipment, including reasonable attorneys' fees. Lessee hereby expressly waives any damages occasioned by such repossession. If the Equipment or any portion of it has been destroyed or damaged beyond repair, Lessee shall pay the applicable Purchase Option Price of the Equipment, as set forth in Exhibit B (less credit for Net Proceeds), to Lessor. Notwithstanding the fact that Lessor has taken possession of the Equipment, Lessee shall continue to be responsible for the Rental Payments due during the Fiscal Year then in effect. If this Lease has not been terminated, Lessor shall return the Equipment to Lessee at Lessee's expense when the event of default is cured.

(iii) If Lessor terminates this Lease and takes possession of the Equipment, Lessor shall within thirty (30) days thereafter use its best efforts to sell the Equipment or any portion thereof in a commercially reasonable manner at public or private sale in accordance with applicable State laws. Lessor shall apply the proceeds of such sale to pay the following items in the following order: (a) all costs incurred in securing possession of the Equipment; (b) all expenses incurred in completing the sale; (c) the applicable Purchase Option Price of the Equipment; and (d) the balance of any Rental Payments owed by Lessee during the Fiscal Year then in effect. Any sale proceeds remaining after the requirements of Clauses (a), (b), (c) and (d) have been met may be retained by Lessor.

(iv) If the proceeds of sale of the Equipment are not sufficient to pay the balance of any Rental Payments owed by Lessee during the Fiscal Year then in effect, Lessor may take any other remedy available at law or in equity to require Lessee to perform any of its obligations hereunder.

Section 12.3. Return of Equipment. Upon the expiration or termination of this Lease prior to the payment of all Rental Payments in accordance with Exhibit B, Lessee shall return the Equipment to Lessor in the condition, repair, appearance and working order required in Section 7.2, in the following manner as may be specified by Lessor: (i) by delivering the Equipment at Lessee's cost and expense to such place within the State as Lessor shall specify; or (ii) by loading such portions of the Equipment as are considered movable at Lessee's cost and expense, on board such carrier as Lessor shall specify and shipping the same, freight prepaid, to the place specified by Lessor. If Lessee refuses to return the Equipment in the manner designated, Lessor may repossess the Equipment and charge to Lessee the costs of such repossession or pursue any remedy described in Section 12.2.

Section 12.4. No Remedy Exclusive. No remedy conferred upon or reserved to Lessor by this Article is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient by Lessor or its assignee.

In no event, however, shall Lessee be liable under this Article for an amount in excess of the funds appropriated by it and due or to become due during the fiscal year of Lessee in which the event of default occurs, except for damages in accordance with Section 4.3.

Section 12.5. Agreement to Pay Attorneys' Fees and Expenses. In the event either party to this Lease should default under any of the provisions hereof and the nondefaulting party should employ attorneys and/or incur other expenses for the collection of moneys or for the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will on demand therefor pay to the nondefaulting party the reasonable fee of such attorneys and/or such other reasonable expenses so incurred by the nondefaulting party. In the event that legal proceedings relating to this Lease (but not evidencing an action by a nondefaulting party against a defaulting party) are commenced in any court or before any

other tribunal of competent jurisdiction, the legal fees and other reasonable costs and expenses of the prevailing party shall be paid by the nonprevailing party on demand of the prevailing party.

Section 12.6. Late Charge. Whenever any event of default referred to in Section 12.1, Clause (i) hereof shall have happened and be continuing with respect to the Equipment, Lessor shall have the right, at its option and without any further demand or notice, to require a late payment charge for each thirty (30) day period or part thereof during which such event of default occurs equal to four percent (4%) of the delinquent amount, and Lessee shall be obligated to pay the same immediately upon receipt of Lessor's written invoice therefor; provided, however, that this Section 12.6 shall not be applicable if or to the extent that the application thereof would affect the validity of this Lease.

## ARTICLE XIII

### ADMINISTRATIVE PROVISIONS

Section 13.1. Notices. All notices, certificates, legal opinions or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or deposited in the United States mail in registered form with postage fully prepaid to the addresses specified on the first page hereof; provided that Lessor and Lessee, by notice given hereunder, may designate different addresses to which subsequent notices, certificates, legal opinions or other communications will be sent.

Section 13.2. Financial Information. During the Term of this Lease, Lessee annually will provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing Fiscal Year and such other financial information relating to the ability of Lessee to continue this Lease as may be requested by Lessor or its assignee.

Section 13.3. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.4. Severability. In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.5. Amendments, Changes and Modifications. This Lease may be amended or any of its terms modified only by written document duly authorized, executed and delivered by Lessor and Lessee.

Section 13.6. Captions. The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions, Articles, Sections or Clauses of this Lease.

Section 13.7. Further Assurances and Corrective Instruments. Lessor and Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Equipment hereby leased or intended so to be, or for otherwise carrying out the expressed intention of this Lease.

Section 13.8. Execution in Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.9. Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State.

IN WITNESS WHEREOF, Lessor has caused this Lease to be executed in its corporate name by its duly authorized officer; and Lessee has caused this Lease to be executed in its name by its duly authorized officer, as of the date first above written.

**LESSOR: KINETIC LEASING, INC.**

**LESSEE: CITY OF BROKEN BOW, NEBRASKA**

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

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

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

Title: Cecil Burt/Mayor

Date: September 27, 2017

Date: September 27, 2017

**ATTEST:**

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

Name/Title: Brent Clark/City Administrator

EXHIBIT A  
EQUIPMENT

Lessee: City of Broken Bow, Nebraska  
P.O. Box 567  
Broken Bow, NE 68822

Date of Lease: September 27, 2017  
Lease #: CIT5578-103

The Equipment which is the subject of the attached Lease with Option to Purchase Agreement is as follows:

Installation Site: P.O. Box 567, Broken Bow, NE 68822

QTY.	SERIAL NO.	DESCRIPTION
		<b>Vendor: Titan Machinery</b>
1	B34T12236	2015 Bobcat E85 Mini Excavator <ul style="list-style-type: none"><li>• 18" 24" 36" Buckets</li><li>• HYD Thumb</li><li>• E85 Coupler / Pin Grabber</li></ul>

Description of Financed Amount:

Cost of above Equipment	\$72,349.00
Cost of related charges:	
Transportation	\$ N/A
Physical Modifications (specify)	\$ N/A
Other (Specify)	\$ N/A
Add: Sales or other tax, if applicable	\$ N/A
Less: Trade - In, if applicable	\$ N/A
Net Financed Amount:	\$72,349.00

EXHIBIT B

SCHEDULE OF RENTAL PAYMENTS

Lessee: City of Broken Bow, Nebraska  
P.O. Box 567  
Broken Bow, NE 68822

Date of Lease: September 27, 2017  
Lease #: CIT5578-103

**BASE RENTAL PAYMENTS**

<b>Base Rental Payment Date</b>	<b>Base Rental Payment Amount</b>	<b>Interest Portion</b>	<b>Principal Portion</b>	<b>Termination Value</b>
10/01/2017	\$15,404.00	\$0.00	\$15,404.00	\$57,949.00
10/01/2018	\$15,404.00	\$1,839.18	\$13,564.82	\$43,994.00
10/01/2019	\$15,404.00	\$1,401.07	\$14,002.93	\$26,690.00
10/01/2020	\$15,404.00	\$948.81	\$14,455.19	\$15,028.00
10/01/2021	\$15,404.00	\$481.94	\$14,922.06	\$0.00

\*After payment of Rental Payment due on such date.

EXHIBIT C

CERTIFICATE OF ACCEPTANCE

I, the undersigned, hereby certify that I am the duly qualified and acting Mayor of the City of Broken Bow, Nebraska (Lessee); and, with respect to the Lease with Option to Purchase Agreement No. CIT5578-103 dated September 27, 2017 (the Lease), by and between Lessee and Kinetic Leasing, Inc. (Lessor), that:

1. The equipment described in the Lease (the Equipment) has been delivered and installed in accordance with Lessee's Specifications (as that term is defined in the Lease) and has been accepted by Lessee.

2. The rental payments provided for on Exhibit B to the Lease (the Rental Payments) shall commence and be due and payable on October 1, 2017 and in the amounts shown on Exhibit B to the Lease.

3. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Lease during the current fiscal year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current fiscal year.

4. Lessee has obtained from a reputable insurance company qualified to do business in the state of Nebraska insurance with respect to, all risks required to be covered thereby pursuant to Article VI of the Lease.

5. Lessee is exempt from all personal property taxes, and is exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.

6. During the Lease Term (as defined in the Lease) the Equipment will be used by Lessee to perform essential governmental functions. Such functions are:

General Maintenance

7. There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of Lessee or its officers or its employees to enter into the Lease; the proper authorization, approval and execution of the Lease and other documents contemplated thereby; the appropriation of moneys, or any other action taken by Lessee to provide moneys, sufficient to make Rental Payments coming due under the Lease in Lessee's current fiscal year; or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

Dated: September 27, 2017.

CITY OF BROKEN BOW, NEBRASKA  
Lessee

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

Title: Cecil Burt/Mayor



EXHIBIT D

RESOLUTION RELATING TO LEASE WITH OPTION  
TO PURCHASE AGREEMENT

BE IT RESOLVED by the governing body of the City of Broken Bow, Nebraska, (the Issuer), as follows:

Section 1. Recitals and Authorization. The Issuer, as lessee, has heretofore entered into a Lease with Option to Purchase Agreement dated as of September 27, 2017 (the Lease), with Kinetic Leasing, Inc., as lessor. It is hereby determined that it is necessary and desirable and in the best interests of the Issuer to enter into the Lease for the purposes therein specified, and the execution and delivery of the Lease by the Issuer are hereby approved, ratified and confirmed.

Section 2. Designation as Qualified Tax-Exempt Obligation. Pursuant to Section 265(b)(3)(B)(ii) of the Internal Revenue Code of 1986 (the Code), the Issuer hereby specifically designates the Lease as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Issuer hereby represents that the Issuer will not designate more than \$10,000,000 of obligations issued by the Issuer in the calendar year during which the Lease is executed and delivered as such "qualified tax-exempt obligations."

Section 3. Issuance Limitation. In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Issuer hereby represents that the Issuer (including all "subordinate entities" of the Issuer within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Lease is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.

Attest:

\_\_\_\_\_  
Cecil Burt / Mayor

\_\_\_\_\_  
Brent Clark / City Administrator

**CERTIFICATE OF INCUMBENCY**

**LEASE WITH OPTION TO PURCHASE AGREEMENT #CIT5578-103  
DATED AS OF SEPTEMBER 27, 2017**

I, Brent Clark, do hereby certify that I am the duly elected or appointed and acting City Administrator of the City of Broken Bow, Nebraska (the "Lessee"), a political subdivision duly organized and existing under the laws of the State of Nebraska, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

NAME / TITLE

SIGNATURE

Cecil Burt / Mayor

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal of such entity hereto this 27<sup>th</sup> day of September, 2017.

\_\_\_\_\_  
Brent Clark / City Administrator

(SEAL)

## INSURANCE COVERAGE REQUIREMENT

Your lease with KINETIC LEASING, INC. requires you to maintain certain insurance coverage. In order to assist you with obtaining coverage from your insurance company, please provide us with the following agent information, as well as provide your insurance company with the requirements as shown below:

<b><u>INSURANCE AGENT DATA:</u></b>	
NAME OF INSURANCE AGENT: _____	
ADDRESS: _____	
PHONE #: _____	CONTACT PERSON: _____
FAX # _____	

**Named Insured / Lessee:**

**Lease with Option to Purchase Agreement:**

City of Broken Bow, Nebraska

CIT5578-103

**Coverage:**

All Risk Personal Property and/or  
EDP, if applicable

**Certificate Holders:**

Lender's Loss Payee(s) As Their Interests  
May Appear:

Kinetic Leasing, Inc. and its assigns  
2575 41<sup>st</sup> Street S., Ste. 1  
Fargo, ND 58104

**Coverage:**

General Liability

**Certificate Holders:**

Additional Insured:

Kinetic Leasing, Inc. and its assigns  
2575 41<sup>st</sup> Street S, Ste. 1  
Fargo, ND 58104

The Insurance Certificate should show the coverage limits and the insurance carrier's name(s) and policy number(s). Please have the Certificate of Insurance sent to Kinetic Leasing, Inc. at the address above, or fax it to us at 701-476-0277.

WE WOULD APPRECIATE YOUR AGENT INCLUDING OUR LEASE NUMBER ON THE CERTIFICATE.

Form **8038-GC**

(Rev. May 2009)

Department of the Treasury  
Internal Revenue Service**Information Return for Small Tax-Exempt  
Governmental Bond Issues, Leases, and Installment Sales**

► Under Internal Revenue Code section 149(e)

OMB No. 1545-0720

**Caution:** If the issue price of the issue is \$100,000 or more, use Form 8038-G.**Part I Reporting Authority** Check box if Amended Return ► ☐

<b>1</b> Issuer's name <b>City of Broken Bow, Nebraska</b>		<b>2</b> Issuer's employer identification number <b>47 6006117</b>	
<b>3</b> Number and street (or P.O. box if mail is not delivered to street address) <b>P.O. Box 567</b>		Room/suite	
<b>4</b> City, town, or post office, state, and ZIP code <b>Broken Bow, NE 68822</b>		<b>5</b> Report number (For IRS Use Only) <b>5</b>	
<b>6</b> Name and title of officer or legal representative whom the IRS may call for more information <b>Cecil Burt / Mayor</b>		<b>7</b> Telephone number of officer or legal representative <b>( 308 ) 872-6884</b>	

**Part II Description of Obligations** Check one: a single issue ☒ or a consolidated return ☐

<b>8a</b> Issue price of obligation(s) (see instructions)	<b>8a</b>	<b>72,349</b>	<b>00</b>
<b>b</b> Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ► <b>09 / 27 / 2017</b>			
<b>9</b> Amount of the reported obligation(s) on line 8a that is:			
<b>a</b> For leases for vehicles	<b>9a</b>		
<b>b</b> For leases for office equipment	<b>9b</b>		
<b>c</b> For leases for real property	<b>9c</b>		
<b>d</b> For leases for other (see instructions)	<b>9d</b>		
<b>e</b> For bank loans for vehicles	<b>9e</b>		
<b>f</b> For bank loans for office equipment	<b>9f</b>		
<b>g</b> For bank loans for real property	<b>9g</b>		
<b>h</b> For bank loans for other (see instructions)	<b>9h</b>		
<b>i</b> Used to refund prior issue(s)	<b>9i</b>		
<b>j</b> Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	<b>9j</b>		
<b>k</b> Other	<b>9k</b>	<b>72,349</b>	<b>00</b>
<b>10</b> If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box . . . ► <input checked="" type="checkbox"/>			
<b>11</b> If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) . . . ► <input type="checkbox"/>			
<b>12</b> Vendor's or bank's name: _____			
<b>13</b> Vendor's or bank's employer identification number: <b>45 0456214</b>			

**Sign Here** ►

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete.

Issuer's authorized representative

Date

**Cecil Burt / Mayor**

Type or print name and title

**Paid Preparer's Use Only**

Preparer's signature

Date

Check if self-employed ☐

Preparer's SSN or PTIN

Firm's name (or yours if self-employed), address, and ZIP code

EIN

Phone no. ( )

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

**Who Must File**

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

**Filing a separate return for a single issue.** Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that

an election was made to pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

**Filing a consolidated return for multiple issues.** For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

**When To File**

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15th of the calendar year following the year in which the issue is issued.

**Late filing.** An issuer may be granted an extension of time to file Form 8038-GC under Section 3 of Rev.Proc. 2002-48, 2002-2 C.B. 531, if it is determined that the failure to file on time is not due to willful neglect. Type or print at the top of the form, "Request for Relief under Section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents. See *Where To File* below.**Where To File**

File Form 8038-GC, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

**Other Forms That May Be Required**

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal Government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

**Form 8038-GC Receipt Acknowledgement**

If you wish to request an acknowledgement receipt of this return by the IRS you must provide the following:

Form **8038-GC**

(Rev. May 2009)

Department of the Treasury  
Internal Revenue Service**Information Return for Small Tax-Exempt  
Governmental Bond Issues, Leases, and Installment Sales**

► Under Internal Revenue Code section 149(e)

OMB No. 1545-0720

**Caution:** If the issue price of the issue is \$100,000 or more, use Form 8038-G.

<b>Part I Reporting Authority</b>		Check box if Amended Return <input type="checkbox"/>	
1 Issuer's name <b>City of Broken Bow, Nebraska</b>	2 Issuer's employer identification number <b>47 6006117</b>		
3 Number and street (or P.O. box if mail is not delivered to street address) <b>P.O. Box 567</b>		Room/suite	
4 City, town, or post office, state, and ZIP code <b>Broken Bow, NE 68822</b>		5 Report number (For IRS Use Only) <b>5</b>	
6 Name and title of officer or legal representative whom the IRS may call for more information <b>Cecil Burt / Mayor</b>		7 Telephone number of officer or legal representative <b>( 308 ) 872-6884</b>	

<b>Part II Description of Obligations</b> Check one: a single issue <input checked="" type="checkbox"/> or a consolidated return <input type="checkbox"/>		
8a Issue price of obligation(s) (see instructions)	8a	<b>72,349 00</b>
b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ► <b>09 / 27 / 2017</b>		
9 Amount of the reported obligation(s) on line 8a that is:		
a For leases for vehicles	9a	
b For leases for office equipment	9b	
c For leases for real property	9c	
d For leases for other (see instructions)	9d	
e For bank loans for vehicles	9e	
f For bank loans for office equipment	9f	
g For bank loans for real property	9g	
h For bank loans for other (see instructions)	9h	
i Used to refund prior issue(s)	9i	
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j	
k Other	9k	<b>72,349 00</b>
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box . . . ► <input checked="" type="checkbox"/>		
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) . . . ► <input type="checkbox"/>		
12 Vendor's or bank's name:		
13 Vendor's or bank's employer identification number: <b>45 0456214</b>		

<b>Sign Here</b> ►	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete.		
	<b>Cecil Burt / Mayor</b>		
	Issuer's authorized representative	Date	Type or print name and title
<b>Paid Preparer's Use Only</b>	Preparer's signature ►	Date	Check if self-employed <input type="checkbox"/>
	Firm's name (or yours if self-employed), address, and ZIP code ►	EIN	Preparer's SSN or PTIN
		Phone no. ( )	

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

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An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that

an election was made to pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

**Filing a consolidated return for multiple issues.** For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

**When To File**

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15th of the calendar year following the year in which the issue is issued.

**Late filing.** An issuer may be granted an extension of time to file Form 8038-GC under Section 3 of Rev.Proc. 2002-48, 2002-2 C.B. 531, if it is determined that the failure to file on time is not due to willful neglect. Type or print at the top of the form, "Request for Relief under Section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents. See *Where To File* below.**Where To File**

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For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal Government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

**Form 8038-GC Receipt Acknowledgement**

If you wish to request an acknowledgement receipt of this return by the IRS you must provide the following:

**RESOLUTION 2017-72**

**RESOLUTION AUTHORIZING PAYMENT #14 TO  
JEO CONSULTING GROUP, INC.**

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

WHEREAS, JEO Consulting Group, Inc. has submitted Pay Request No. 14 for work performed for Construction Administration through September 29, 2017; and

WHEREAS, JEO Consulting Group, Inc. is entitled to a payment of \$3,174.75 for the Broken Bow Library Design Services/Building Renovation and Addition.

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. \$3,174.75.

PASSED AND APPROVED this 24<sup>th</sup> day of October, 2017.

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

ATTEST:

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

(S E A L)



ENGINEERING ■ ARCHITECTURE ■ SURVEYING ■ PLANNING

## Invoice

October 5, 2017

Project No: R120249.02

Invoice No: 98815

Invoice Amount: 3,174.75

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

Project Manager Marvin Larson

Project R120249.02 Broken Bow Library Design Services/ Building Renovation and Addition  
Professional Services through September 29, 2017

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
<b>Lump Sum Phase(s)</b>					
Design Development	\$31,500.00	100 %	\$31,500.00	\$31,500.00	0.00
Construction Documents	\$104,100.00	100 %	\$104,100.00	\$104,100.00	0.00
Bidding and Negotiation	\$9,000.00	100 %	\$9,000.00	\$9,000.00	0.00
<b>Hourly Phase(s)</b>					
Construction Administration			\$37,032.50	\$33,857.75	\$3,174.75
Reimbursable Expenses			\$330.00	\$330.00	0.00
<b>Total</b>	<b>\$144,600.00</b>		<b>\$181,962.50</b>	<b>\$178,787.75</b>	<b>\$3,174.75</b>
<b>Total Amount Due Upon Receipt</b>					<b>\$3,174.75</b>

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

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

www.jeo.com

Return to Agenda

**RESOLUTION 2017-73**

**RESOLUTION AUTHORIZING PAYMENT #32 TO  
JEO CONSULTING GROUP, INC.**

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

WHEREAS, JEO Consulting Group, Inc. has submitted Pay Request No. 32 for work performed for 100% Construction Services and Additional Services-USACOE Flood Control Permitting completed through October 6, 2017; and

WHEREAS, JEO Consulting Group, Inc. is entitled to a payment of \$6,249.75 for the Broken Bow 2015 Downtown Improvements.

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. \$6,249.75.

PASSED AND APPROVED this 24<sup>th</sup> day of October, 2017.

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

ATTEST:

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

(S E A L)





ENGINEERING ■ ARCHITECTURE ■ SURVEYING ■ PLANNING

## Invoice

October 9, 2017  
 Project No: R141001.00  
 Invoice No: 98825  
 Invoice Amount: 6,249.75

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

Project Manager --- Steven Parr

Project R141001.00 Broken Bow 2015 Downtown Improvements  
Professional Services through October 6, 2017

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
<b>Lump Sum Phase(s)</b>					
Design	\$173,705.00	100 %	\$173,705.00	\$173,705.00	0.00
Amendment No. 1 Design	\$28,095.00	100 %	\$28,095.00	\$28,095.00	0.00
Bidding and Negotiations	\$12,000.00	100 %	\$12,000.00	\$12,000.00	0.00
Construction Services	\$167,000.00	100 %	\$167,000.00	\$163,440.00	\$3,560.00
Amend-Soil Conditions	\$1,700.00	100 %	\$1,700.00	\$1,700.00	0.00
Add'l Amend-S. B St Design	\$9,950.00	100 %	\$9,950.00	\$9,950.00	0.00
Add'l Amend-S.B St Constr	\$4,250.00	100 %	\$4,250.00	\$4,250.00	0.00
Add'l Lighting Design for 10th Avenue, D Street and Downtown Park	\$7,950.00	100 %	\$7,950.00	\$7,950.00	0.00
Add'l Lighting Design for 10th Avenue, C Street to BNSF	\$2,970.00	100 %	\$2,970.00	\$2,970.00	0.00
Amend-S. "B" St Design	\$32,000.00	100 %	\$32,000.00	\$32,000.00	0.00
Amend-S. "B" St Const Serv	\$8,490.00	100 %	\$8,490.00	\$8,490.00	0.00
Amend-S. "B" St Constr Serv	\$2,160.00	100 %	\$2,160.00	\$2,160.00	0.00
Post Construction	\$10,000.00	100 %	\$10,000.00	\$10,000.00	0.00
<b>Hourly to a Maximum Phase(s)</b>					
Amend-S. "B" St RPR Serv	\$13,400.00		\$13,400.00	\$13,400.00	0.00
<b>Hourly Phase(s)</b>					
Add'l Services-USACOE Flood Control Permitting			\$16,083.00	\$13,393.25	\$2,689.75
Add'l Amend-S.B St RPR			\$9,552.25	\$9,552.25	0.00
Add'l Serv-Tomahawk Trail Ext RPR			\$1,062.25	\$1,062.25	0.00

Project	R141001.00	Broken Bow 2015 Downtown Improvements	Invoice	98825
RPR Services			\$99,754.50	\$99,754.50
				0.00
<b>Total</b>		<b>\$473,670.00</b>	<b>\$600,122.00</b>	<b>\$593,872.25</b>
				<b>\$6,249.75</b>
			<b>Total Amount Due Upon Receipt</b>	<b>\$6,249.75</b>

cc-Ryan Kavan, JEO