

CITY OF BROKEN BOW
CITY COUNCIL AGENDA
December 12th, 2017 @ 12:00 NOON
City Hall Council Chambers
314 South 10th Avenue, Broken Bow, NE

Call to Order

A. Roll Call

B. Pledge of Allegiance

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

D. 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 December 12th, 2017, which will include the following:

- a. Approval of Minutes of November 28th, 2017 Council Meeting [Hyperlink](#)
- b. Approval of Bills as Posted [Hyperlink](#)

F. Other Communications:

- a. **Congratulations to David Taylor on his graduation from the Police Academy**

G. New Business:

- a. **Street Superintendent Appointment** – May or may not vote to appoint Monte Clark as the Street Superintendent from January 1, 2018 to December 31, 2018.
- b. **2018 City Engineer Appointment** – May or may not vote to appoint JEO Consulting Group, Inc. as the City Engineer for 2018. [Hyperlink](#)
- c. **Public Hearing – Casey’s General Store Liquor License Addition** – May or may not vote to open a public hearing on Casey’s General Store Liquor License Addition. [Hyperlink](#)
- d. **Casey’s General Store Liquor License Addition** – May or may not vote to approve the Addition to the Liquor License at Casey’s General Store. [Hyperlink](#)
- e. **Public Hearing – Special Use Permit** – May or may not vote to open a public hearing regarding a special use permit at SEC 34-17-20 Par in SW ¼ 7.15 Acres, Broken Bow Township for farm implementation repair. [Hyperlink](#)

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- f. Special Use Permit – SEC 34-12-20 Par in SW ¼ 7.15 Acres, Broken Bow, Township** – May or may not vote to approve the special use permit at SEC 34-17-20 Par in SW ¼ 7.15 Acres, Broken Bow Township for farm implementation repair. [Hyperlink](#)
- g. Agreement for South 19th Street Paving** – May or may not vote to approve the agreement with JEO Consulting Group, Inc. for South 19th Street Paving Improvements. [Hyperlink](#)
- h. Agreement with Miller & Associates for work at the C&D Cell** – May or may not approve the agreement with Miller & Associates for work at the C & D Cell. [Hyperlink](#)
- i. Public Hearing – Opportunity Land Investments Lot Split** – May or may not vote to open a public hearing regarding a lot split located in the South Half of the Northwest Quarter Section 31, Township 17 North, Range 20 West of the 6th P.M.. [Hyperlink](#)
- j. Resolution 2017-82 – Opportunity Land Investments Lot Split** – May or may not vote to approve the lot split located in the South Half of the Northwest Quarter Section 31, Township 17 North, Range 20 West of the 6th P.M.. [Hyperlink](#)
- k. Resolution 2017-83 – Flood Risk Reduction** - May or may not vote to approve payment #1 to JEO Consulting Group Inc. in the amount of \$13,020.50 for work completed on the Broken Bow Flood Risk Reduction through November 17, 2017. [Hyperlink](#)
- l. Resolution 2017-84 – Bow Family Furniture** - May or may not vote to approve payment to Bow Family Furniture in the amount of \$12,000.00 for half down on the furniture at the Library. [Hyperlink](#)
- m. Resolution 2017-85 –Library Renovation** – May or may not vote to approve payment #8 to Chief Construction Company in the amount of \$210,799.02 for work completed on the Broken Bow Library Renovations through November 30, 2017. [Hyperlink](#)
- n. Resolution 2017-86 – Library Design Services/Renovation** - May or may not vote to approve payment #16 to JEO Consulting Group Inc. in the amount of \$1,515.00 for work completed on the Broken Bow Library Renovations through November 24, 2017. [Hyperlink](#)

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

**CITY OF BROKEN BOW
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I. Closed Session – May or may not vote to enter into closed session to discuss strategy with respect to collective bargaining.

J. Adjournment

Upcoming Events

- ❖ **December 19th** – Board of Adjustment Meeting at 12:00 pm @ Municipal Building
- ❖ **December 22nd @ Noon & December 25th – City Offices Closed**
- ❖ **December 26th** – Board of Public Works Meeting at 11:00 am @ Municipal Bldg.

The next City Council Meeting will be on December 26th, 2017 @ 12:00 pm.

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

**Broken Bow City Council
Meeting Minutes
November 28th, 2017**

The Broken Bow City Council met in regular session on Tuesday, November 28th, 2017. Notice of the meeting was given in advance thereof as required by law by publishing in the Custer County Chief on November 22, 2017. Availability of the agenda and related materials was communicated in the advanced notice to the Mayor and all members of the Council, as well as, shared with various media outlets. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

Mayor Burt called the meeting to order at 12:00 P.M., with the following Councilmembers present: Sonnichsen, Neth, Myers, and Holcomb. Absent: None. Following the pledge of allegiance, Mayor Burt announced the availability of the open meetings law.

Mayor Burt read the new format for submitting requests for future agenda items.

Moved by Sonnichsen, seconded by Holcomb, to approve the consent agenda for November 28th, 2017. Said motion includes approval of Minutes of the November 14th Workshop Meeting, Minutes of November 14th Council Meeting, Bills to Date, and October Treasurer's Report. Roll call vote: Voting aye: Neth, Holcomb, Sonnichsen, and Myers. Nays: None. Motion carried.

Aflac, insurance, 832.21, 170.93, 287.83; Bank of Broken Bow, motor grader payment, 36,039.68; Black Hills Energy, gas, 1,240.17; Bon Appetit, subscriptions, 39.55; Bound Tree Medical, EMS supplies, 1,583.58; Broken Bow Rural Fire Board, utilities, 11.92; CEDC, membership, 2,500.00; Carquest of Broken Bow, parts, 36.85; Century Link, telephone, 85.49; Chief Supply Corporation, shirts, 121.52; Circle B Stitching Post, hats, 234.00; City Flex Benefit Plan, flex, 26.04, 200.00; ; City of Broken Bow – Health Insurance, insurance, 3,523.78; City of Broken Bow Pension Fund, pension, 1,995.49, 6,234.18; Consolidated Management Co., meal, 139.95; Demco, supplies, 119.47; Dollar General-Regions 410526, candy, 27.59; EFTPS Online Payment, payroll, 1,940.76, 6,741.08, 8,298.22; Family Heritage, insurance, 56.00; General Traffic Controls, signal lights, 72.80; Hokanson Clan Helping Hands, cleaning, 450.00; Hometown Leasing, copier lease, 200.17; Ingram Library Services, materials, 1,925.30; Insurance Aid Services, fees, 2,186.63; Kim Blackburn, conference expenses, 114.97; Kirkpatrick Cleaning, supplies, 78.34; Markham Construction, chairs, 225.78; Martha Stewart Living, subscription, 25.00; Matheson Tri-Gas Inc, argon & oxygen, 44.72; Megan Svoboda, travel expenses, 41.63; NMC Exchange LLC, antenna, 41.64; Nebraska Child Support Payment Center, child support, 379.15; Nebraskaland Magazine, subscription, 44.00; OCLC Inc., subscription, 128.93; OSA/Computers Plus, supplies, 42.10; Omaha State Bank, HSA, 318.75; Paulsen Inc., concrete blankets, 908.00; Presto X Company, monthly service, 47.00; Pristine Cleaning, LLC, cleaning, 325.00; Real Simple, subscription, 15.00; Sports Illustrated, subscription, 38.00; State Income Tax WH NE Online Payment, payroll, 2,360.63; Sublime Artistry, website hosting, 87.00; Taste of Home, subscription, 32.98; Taylor Heating & Cooling LLC, repair heater, 73.83; The Angela Foundation, rent, 600.00, The New Yorker, subscription, 99.99; Trotter Service, fuel, 178.33, 1,067.76; Verizon Wireless, data, 30.02; Woods & Aitken LLP, legal fees, 884.50; Bi-Weekly Payroll, payroll, 47,101.72; Total Bills = 132,655.96.

Moved by Sonnichsen, seconded by Neth, to recess for the Board of Equalization at 12:01 p.m. Roll call vote: Voting aye: Sonnichsen, Neth, Myers, and Holcomb. Nays: None. Motion carried.

The Board of Equalization was opened at 12:02 p.m., with the following Councilmembers present: Sonnichsen, Neth, Myers, and Holcomb. Absent: None.

Moved by Neth, seconded by Holcomb, to open a public hearing at 12:02 p.m. where the Mayor and Council will sit as the Board of Equalization to levy special assessments in connection with Street Improvement Districts Nos. 2014-1 and 2017-2 as authorized by Resolution 2017-71. Roll call vote: Voting aye: Neth, Sonnichsen, Holcomb, and Myers. Nays: None. Motion carried. There were several citizens present to discuss the assessments. Moved by Neth, seconded by Holcomb, to close the public hearing at 12:48 p.m. where the Mayor and Council sat as the Board of Equalization to levy special assessments in connection with Street Improvement Districts Nos. 2014-1 and 2017-2 as authorized by Resolution 2017-71. Roll call vote: Voting aye: Holcomb, Myers, Neth, and Sonnichsen. Nays: None. Motion carried.

Moved by Sonnichsen, seconded by Neth, to adjourn the Board of Equalization at 12:48 p.m. Roll call vote: Voting aye: Sonnichsen, Myers, Holcomb, and Neth. Nays: None. Motion carried.

Moved by Holcomb, seconded by Sonnichsen, to return from recess at 12:49 p.m. Roll call vote: Voting aye: Sonnichsen, Neth, Myers, and Holcomb. Nays: None. Motion carried.

Moved by Myers, seconded by Neth, to table Resolution 2017-78. Discussion followed. Councilmember Myers withdrew his motion. Moved by Holcomb, seconded by Sonnichsen, to approve Resolution 2017-78. Said resolution approves levying special assessments for Street Improvement Districts Nos. 2014-1 and 2014-2. Roll call vote: Voting aye: Holcomb, Sonnichsen, and Neth. Nays: None. Abstain: Myers. Motion carried.

Moved by Neth, seconded by Myers, to approve Resolution 2017-79. Said resolution approves payment to Central Nebraska Electric, Inc. in the amount of \$15,109.75 for voice/data cabling at the Broken Bow Library. Roll call vote: Voting aye: Neth, Holcomb, Sonnichsen, and Myers. Nays: None. Motion carried.

Moved by Myers, seconded by Neth, to approve Resolution 2017-80. Said resolution approves the agreement between the Nebraska Department of Transportation and the City of Broken Bow for the rectangular rapid flashing beacon installation. Roll call vote: Voting aye: Sonnichsen, Myers, Neth, and Holcomb. Nays: None. Motion carried.

Moved by Myers, seconded by Holcomb, to approve Resolution 2017-81. Said resolution approves payment to Westbrook Audio in the amount of \$8,153.00 for the audio system at the library. Roll call vote: Voting aye: Myers, Neth, Holcomb, and Sonnichsen. Nays: None. Motion carried.

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

Moved by Sonnichsen, seconded by Neth, to enter into closed session at 1:40 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 Administrator Brent Clark and City Clerk Stephanie Wright. Roll call vote: Voting aye: Neth, Sonnichsen, Myers, and Holcomb. Nays: None. Motion carried.

Moved by Sonnichsen, seconded by Myers, to exit out of closed session at 2:01 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 Sonnichsen, seconded by Holcomb, to adjourn the City Council Meeting at 2:02 p.m. Roll call vote: Voting aye: Sonnichsen, Myers, Holcomb, and Neth. Nays: None. Motion carried.

Cecil Burt, Mayor

ATTEST:

Stephanie M. Wright, City Clerk

City of Broken Bow

Pay#	Post Date	Due Date	Amount	Invoice	Date	PO#	Debit	Credit	Status
	Account#	Work Order		Description					
ATCO									
25336	12/12/2017	12/12/2017	378.00						Posted
	08-3310.00			epoxy patch, oil			378.00	0.00	
American Legal Publishing									
25321	12/12/2017	12/12/2017	399.00						Posted
	01-3214.00			Model Ordinances			399.00	0.00	
Baxter Welding									
25328	12/12/2017	12/12/2017	37.50						Posted
	09-3339.00			repair bench for park			37.50	0.00	
Bob's Truck Repair									
25354	12/12/2017	12/12/2017	59.49						Posted
	08-3310.00			spring brake chamber			59.49	0.00	
Bound Tree Medical									
25310	12/12/2017	12/12/2017	269.97						Posted
	05-3338.00			AED Pads			269.97	0.00	
Bow Family Furniture									
25294	11/29/2017	11/29/2017	12,000.00						Ck# 251 Printed
	12-4200.01			down payment on furniture for library reno			12,000.00	0.00	
Bow Glass LLC									
25337	12/12/2017	12/12/2017	94.65						Posted
	04-3311.00			replace broken windshield			94.65	0.00	
Brent Clark									
25344	12/12/2017	12/12/2017	140.00						Posted
	01-3205.00			mileage to York NEPRA meeting			140.00	0.00	
Broken Bow Chamber of Commerce									
25313	12/12/2017	12/12/2017	845.00						Posted
	05-3334.00			ambulance incentive			845.00	0.00	
Broken Bow Municipal Utilities									
25298	11/30/2017	11/30/2017	11.92						Ck# 255 Printed
	06-3220.00			Fire - Utilities/Trash Removal			11.92	0.00	
25323	12/12/2017	12/12/2017	4,951.94						Posted
	01-3213.00			General - Radio/Weather Station Tower			24.73	0.00	
	08-3220.00			Street - Shop Utilities/Trash Removal			1,300.78	0.00	
	06-3220.00			Fire - Utilities/Trash Removal			403.15	0.00	
	04-3220.00			Police - Utilities/Trash Removal			61.92	0.00	
	04-3315.00			Police - Dog Pound Utilities			85.60	0.00	
	09-3220.00			Park - Utilities/Trash Removal			1,465.96	0.00	
	09-3220.00			Park - Shopt Utilities/Trash Removal			557.48	0.00	
	07-3220.00			Library - Utilities/Trash Removal			371.46	0.00	
	02-3220.00			Pub Bldg - Utilites/Trash Removal			545.41	0.00	
	11-3360.00			Tree Dump - Utilities			36.48	0.00	
	10-3220.00			Swim Pool - Utilities/Trash Removal			98.97	0.00	
							4,951.94	0.00	
25347	12/12/2017	12/12/2017	44.62						Posted
	06-3220.00			Fire - Utilities/Trash Removal			44.62	0.00	
Broken Bow Postmaster									
25320	12/12/2017	12/12/2017	144.00						Posted
	01-3223.00			PO Box Fee			144.00	0.00	
Capitol One Bank									
25340	12/12/2017	12/12/2017	137.44						Posted
	04-3312.00			boots (401)			71.99	0.00	
	04-3310.00			headlight for car			55.50	0.00	
	04-3221.00			website fee			9.95	0.00	
							137.44	0.00	
Card Services									
25300	12/6/2017	12/6/2017	490.04						Ck# 257 Printed
	08-3310.00			shop light, wire, t-posts			142.37	0.00	
	09-3339.00			supplies			347.67	0.00	
							490.04	0.00	

Accounts Payable Detail Listing

City of Broken Bow

Vend# Vendor Name

Pay#	Post Date	Due Date	Amount	Invoice	Date	PO#	Date	Status
	Account#	Work Order		Description			Debit	Credit
Cardmember Services (continued)								
25293	11/29/2017	11/29/2017	1,831.43					Ck# 250 Printed
	01-3212.00			ICMA San Antonio			190.44	0.00
	01-3212.00			ICMA San Antonio			363.10	0.00
	01-3202.00			Clerk School			393.00	0.00
	01-3223.00			postage			318.55	0.00
	12-4200.00			Downtown Assessments mailing			500.84	0.00
	01-3212.00			Brents Meal			65.50	0.00
							1,831.43	0.00
Carquest of Broken Bow								
25351	12/12/2017	12/12/2017	277.34					Posted
	08-3310.00			filters and oil			213.85	0.00
	09-3310.00			filters and oil			63.49	0.00
							277.34	0.00
Chief Construction Company								
25305	12/12/2017	12/12/2017	4,961.00					Posted
	12-4200.00			Chapins underground downspouts and cor			4,961.00	0.00
Chief Supply Corporation								
25311	12/12/2017	12/12/2017	680.00					Posted
	05-3410.00			laptop mounts			680.00	0.00
City of Broken Bow - Health Insurance								
25295	11/30/2017	11/30/2017	28,248.48					Ck# 252 Printed
	01-1501.00			BBHA Health Insurance			5,228.06	0.00
	01-3104.00			Health Insurance			3,090.78	0.00
	08-3104.00			Health Insurance			5,356.15	0.00
	06-3104.00			Health Insurance			808.07	0.00
	04-3104.00			Health Insurance			7,416.56	0.00
	05-3104.00			Health Insurance			808.07	0.00
	09-3104.00			Health Insurance			2,297.67	0.00
	07-3104.00			Health Insurance			1,626.98	0.00
	03-3104.00			Health Insurance			1,616.14	0.00
							28,248.48	0.00
City of Broken Bow Pension Fund								
25285	11/29/2017	11/29/2017	86.07					Ck# 254 Printed
	01-1513.00			RETIREMENT LOAN PAYMENT			86.07	0.00
25286	11/29/2017	11/29/2017	6,373.44					Ck# 254 Printed
	01-1502.00			RETIREMENT NEW			6,373.44	0.00
25297	11/30/2017	11/30/2017	1,171.66					Ck# 254 Printed
	01-1502.00			Liability - BBHA			1,171.66	0.00
Consolidated Management Co.								
25342	12/12/2017	12/12/2017	131.46					Posted
	04-3205.00			meals for NLETC			131.46	0.00
Custer Public Power								
25301	12/6/2017	12/6/2017	89.19					Ck# 258 Printed
	11-3416.00			CD Cell Power			89.19	0.00
Custer Transfer Station								
25304	12/12/2017	12/12/2017	40.80					Posted
	09-3219.00			trash			8.00	0.00
	06-3219.00			trash			32.80	0.00
							40.80	0.00
Dave Dunkel								
25333	12/12/2017	12/12/2017	8.95					Posted
	08-3205.00			meal			8.95	0.00
Deere Credit Inc.								
25327	12/12/2017	12/12/2017	216.51					Posted
	09-3410.00			park mower lease			216.51	0.00
EFTPS Online Payment								
25287	11/29/2017	11/29/2017	2,087.20					Ck# 248 Printed
	01-1500.00			MEDICARE			2,087.20	0.00

City of Broken Bow

<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>
EFTPS Online Payment (continued)								
25288	11/29/2017	11/29/2017	7,696.66					Ck# 248 Printed
	01-1500.00			FEDERAL MARRIED			4,522.07	0.00
	01-1500.00			FEDERAL SINGLE			3,174.59	0.00
							7,696.66	0.00
25289	11/29/2017	11/29/2017	8,924.38					Ck# 248 Printed
	01-1500.00			SOCIAL SECURITY			8,924.38	0.00
Eakes Office Products								
25352	12/12/2017	12/12/2017	386.28					Posted
	01-3223.00			office supplies			225.02	0.00
	04-3223.00			copies			161.26	0.00
							386.28	0.00
Garrett Tires & Treads								
25324	12/12/2017	12/12/2017	995.99					Posted
	03-3310.00			all new tires for Handi Bus			995.99	0.00
Great Plains Communications								
25334	12/12/2017	12/12/2017	70.95					Posted
	08-3221.00			Internet			35.48	0.00
	09-3221.00			Internet			35.47	0.00
							70.95	0.00
Grocery Kart								
25348	12/12/2017	12/12/2017	83.12					Posted
	02-3223.01			auditorium covers			83.12	0.00
Hire Right Solutions								
25306	12/12/2017	12/12/2017	250.00					Posted
	01-3222.00			annual fee			250.00	0.00
Island Supply Welding Co.								
25309	12/12/2017	12/12/2017	107.69					Posted
	05-3338.00			oxygen			107.69	0.00
J.P. Cooke Co								
25339	12/12/2017	12/12/2017	54.50					Posted
	04-3315.00			receipt books dog tags			54.50	0.00
Jeff Roach								
25332	12/12/2017	12/12/2017	8.21					Posted
	08-3205.00			meal			8.21	0.00
Lawson Products								
25335	12/12/2017	12/12/2017	105.26					Posted
	08-3310.00			nuts, bolts, connectors, grommets			105.26	0.00
Loup Basin RC&D Council								
25322	12/12/2017	12/12/2017	100.00					Posted
	01-3206.00			Dues			100.00	0.00
Mead Lumber								
25345	12/12/2017	12/12/2017	1,758.13					Posted
	08-3310.00			lumber and supplies			354.88	0.00
	09-3311.00			lumber and supplies			1,403.25	0.00
							1,758.13	0.00
NCMA								
25317	12/12/2017	12/12/2017	480.00					Posted
	01-3206.00			Brents Dues			480.00	0.00
Nebraska Municipal Power Pool								
25316	12/12/2017	12/12/2017	1,460.00					Posted
	01-3216.10			software fee			1,460.00	0.00
Nebraska State Bank								
25299	12/1/2017	12/1/2017	40,489.77					Ck# 256 Printed
	08-3424.00			Loader Loan Payment			40,489.77	0.00
Obrien's True Value								

Accounts Payable Detail Listing

City of Broken Bow

Vend# Vendor Name

Pay#	Post Date	Due Date	Amount	Invoice	Date	PO#	Date	Status
	Account#	Work Order		Description			Debit	Credit
Obrien's True Value (continued)								
25349	12/12/2017	12/12/2017	169.17					Posted
	08-3310.00			hardware and supplies			1.29	0.00
	09-3339.00			hardware and supplies			167.88	0.00
							169.17	0.00
Office Net								
25326	12/12/2017	12/12/2017	468.80					Posted
	01-3216.00			copies			468.80	0.00
Plains Equipment Group								
25330	12/12/2017	12/12/2017	91.33					Posted
	09-3310.00			oil filters			91.33	0.00
Powerplan								
25343	12/12/2017	12/12/2017	359.30					Posted
	08-3310.00			door latch, handle, pin, mounting hardware			359.30	0.00
Prachts Ace Hardware								
25350	12/12/2017	12/12/2017	914.13					Posted
	08-3310.00			hardware and supplies			56.93	0.00
	04-3223.00			light bulbs			25.98	0.00
	09-3339.00			hardware and supplies			560.00	0.00
	09-3311.00			hardware and supplies			262.43	0.00
	02-3310.00			hardware and supplies			8.79	0.00
							914.13	0.00
Pristine Cleaning, LLC								
25318	12/12/2017	12/12/2017	350.00					Posted
	02-3419.01			Cleaning Service			350.00	0.00
Randy Schmidt								
25303	12/12/2017	12/12/2017	50.00					Posted
	09-3351.00			mower use in the square			50.00	0.00
Register of Deeds								
25296	11/30/2017	11/30/2017	106.00					Ck# 253 Printed
	12-4200.00			Downtown and 5th Ave assessment filing			106.00	0.00
25302	12/6/2017	12/6/2017	18.00					Ck# 259 Printed
	12-4200.00			Downtown Assessment Filing			18.00	0.00
S&L Sanitary Service								
25325	12/12/2017	12/12/2017	49.30					Posted
	09-3219.00			trash around the square			49.30	0.00
Sandra Manning								
25341	12/12/2017	12/12/2017	20.00					Posted
	04-3312.00			uniform logos			20.00	0.00
Sandry Fire Supply LLC								
25312	12/12/2017	12/12/2017	240.91					Posted
	06-3410.00			fire hood			240.91	0.00
Schmicks Market								
25307	12/12/2017	12/12/2017	316.52					Posted
	01-3212.00			employee appreciation dinner			300.16	0.00
	06-3223.00			supplies			16.36	0.00
							316.52	0.00
Shirts, Signs, Mugs & More								
25315	12/12/2017	12/12/2017	89.85					Posted
	01-3212.00			employee plaques			89.85	0.00
Shopko Store								
25314	12/12/2017	12/12/2017	109.80					Posted
	04-3223.00			cleaning supplies			39.82	0.00
	09-3310.00			rope light			19.99	0.00
	07-3410.00			popcorn popper			49.99	0.00
							109.80	0.00
Sioux City Foundry								
25331	12/12/2017	12/12/2017	3,067.20					Posted
	08-3310.00			grader blades			3,067.20	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>
State Income Tax WH NE Online Payment (continued)								
25290	11/29/2017	11/29/2017	2,699.53					Ck# 249 Printed
	01-1500.00			STATE MARRIED			1,692.42	0.00
	01-1500.00			STATE SINGLE			1,007.11	0.00
							2,699.53	0.00
Trotter Service								
25346	12/12/2017	12/12/2017	63.00					Posted
	08-3225.00			flat repair and propane			63.00	0.00
Verizon Wireless								
25338	12/12/2017	12/12/2017	132.54					Posted
	04-3221.00			Police Internet for Ipads			132.54	0.00
Viaero Wireless								
25319	12/12/2017	12/12/2017	332.55					Posted
	08-3221.00			telephone			39.03	0.00
	06-3221.00			telephone			19.52	0.00
	05-3221.00			telephone			188.23	0.00
	09-3221.00			telephone			39.03	0.00
	03-3221.00			telephone			46.74	0.00
							332.55	0.00
Village Uniform								
25353	12/12/2017	12/12/2017	101.14					Posted
	02-3223.01			rugs			81.04	0.00
	05-3332.00			laundry			20.10	0.00
							101.14	0.00
Wenquist Inc.								
25308	12/12/2017	12/12/2017	147.26					Posted
	08-3310.00			parts			63.33	0.00
	05-3310.00			parts			5.99	0.00
	09-3310.00			part			77.94	0.00
							147.26	0.00

139,074.37 67 Non-voided payables listed.

Report Setup

AP - Accounts Payable Listing : Vendor Name

Filter Options

Starting: 11/29/2017

Ending: 12/12/2017

Banks: All

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

All Vendors Selected

Payroll \$ 52,854.83

Check Approval List - GL Account

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City of Broken Bow

Page 1 of 3

<u>Vendor Name</u>	<u>Invoice</u>	<u>Invoice Description</u>	<u>Account Description</u>	<u>Amount</u>
General				
American Legal Publishing		Model Ordinances	Legal Fees	\$399.00
Brent Clark		mileage to York NEPRA meeting	Travel & Meeting Expenses	\$140.00
Broken Bow Municipal Utilities		utilities	Weather Station Expenses	\$24.73
Broken Bow Postmaster		PO Box Fee	Supplies & Postage	\$144.00
Cardmember Services			Education and Training	\$393.00
Cardmember Services			City Promotions	\$190.44
Cardmember Services			City Promotions	\$65.50
Cardmember Services			City Promotions	\$363.10
Cardmember Services			Supplies & Postage	\$318.55
City of Broken Bow - Health Insurance		health insurance	Health/Life/Acc Insurance	\$5,228.06
City of Broken Bow - Health Insurance		health insurance	Health Insurance	\$3,090.78
City of Broken Bow Pension Fund		RETIREMENT NEW	Pension	\$6,373.44
City of Broken Bow Pension Fund		BBHA Pension	Pension	\$1,171.66
City of Broken Bow Pension Fund		RETIREMENT LOAN PAYMENT	Loan Payment	\$86.07
EFTPS Online Payment		FEDERAL	Payroll Taxes	\$3,174.59
EFTPS Online Payment		FICA	Payroll Taxes	\$8,924.38
EFTPS Online Payment		MEDICARE	Payroll Taxes	\$2,087.20
EFTPS Online Payment		FEDERAL	Payroll Taxes	\$4,522.07
Eakes Office Products		office supplies	Supplies & Postage	\$225.02
Hire Right Solutions		annual fee	Miscellaneous Expense	\$250.00
Loup Basin RC&D Council		Dues	Association Dues	\$100.00
NCMA		Brents Dues	Association Dues	\$480.00
Nebraska Municipal Power Pool		software fee	Software Fees	\$1,460.00
Office Net		copies	Copier Maint/Expense	\$468.80
Schmicks Market		employee appreciation dinner and supplies	City Promotions	\$300.16
Shirts, Signs, Mugs & More		employee plaques	City Promotions	\$89.85
State Income Tax WH NE Online Payment		STATE	Payroll Taxes	\$1,007.11
State Income Tax WH NE Online Payment		STATE	Payroll Taxes	\$1,692.42
			Total General	\$42,769.93
Municipal Building				
Broken Bow Municipal Utilities		utilities	Utilities	\$545.41
Grocery Kart		auditorium covers	Building Cleaning Supplies	\$83.12
Prachts Ace Hardware		hardware and supplies	Maint/Repair Equipment	\$8.79
Pristine Cleaning, LLC		cleaning service	Contracted Services	\$350.00
Village Uniform		rugs and laundry	Building Cleaning Supplies	\$81.04
			Total Municipal Building	\$1,068.36
Handi Bus				
City of Broken Bow - Health Insurance		health insurance	Health Insurance	\$1,616.14
Garrett Tires & Treads		all new tires for Handi Bus	Maint/Repair Equipment	\$995.99
Viaero Wireless		telephone	Telephone/Internet	\$46.74
			Total Handi Bus	\$2,658.87
Police				
Bow Glass LLC		replace broken windshield	Maintenance & Repair B	\$94.65
Broken Bow Municipal Utilities		utilities	Utilities	\$61.92
Broken Bow Municipal Utilities		utilities	Dog Care	\$85.60
Capitol One Bank		boots, headlight, website fee	Telephone/Internet	\$9.95
Capitol One Bank		boots, headlight, website fee	Maint/Repair Equipment	\$55.50
Capitol One Bank		boots, headlight, website fee	Uniforms	\$71.99
City of Broken Bow - Health Insurance		health insurance	Health Insurance	\$7,416.56
Consolidated Management Co.		meals for NLETC	Travel & Meeting Expenses	\$131.46
Eakes Office Products		office supplies	Supplies & Postage	\$161.26
J.P. Cooke Co		receipt books dog tags	Dog Care	\$54.50
Prachts Ace Hardware		hardware and supplies	Supplies & Postage	\$25.98
Sandra Manning		uniform logos	Uniforms	\$20.00
Shopko Store		supplies	Supplies & Postage	\$39.82
Verizon Wireless		internet for ipads	Telephone/Internet	\$132.54
			Total Police	\$8,361.73
Rescue Unit				

Check Approval List - GL Account

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City of Broken Bow

Page 2 of 3

<u>Vendor Name</u>	<u>Invoice</u>	<u>Invoice Description</u>	<u>Account Description</u>	<u>Amount</u>
Rescue Unit				
Bound Tree Medical		AED Pads	Ambulance Supplies	\$269.97
Broken Bow Chamber of Commerce		ambulance incentive	Ambulance Driver Incent	\$845.00
Chief Supply Corporation		laptop mounts	Equipment Purchases	\$680.00
City of Broken Bow - Health Insurance		health insurance	Health Insurance	\$808.07
Island Supply Welding Co.		oxygen	Ambulance Supplies	\$107.69
Viaero Wireless		telephone	Telephone/Internet	\$188.23
Village Uniform		rugs and laundry	Laundry	\$20.10
Wenquist Inc.		parts	Maint/Repair Equipment	\$5.99
			Total Rescue Unit	\$2,925.05
Fire				
Broken Bow Municipal Utilities		utilities	Utilities	\$403.15
Broken Bow Municipal Utilities		1/2 new fire hall utilities	Utilities	\$11.92
Broken Bow Municipal Utilities		1/2 new firestation utilities	Utilities	\$44.62
City of Broken Bow - Health Insurance		health insurance	Health Insurance	\$808.07
Custer Transfer Station		trash	Trash Removal	\$32.80
Sandry Fire Supply LLC		fire hood	Equipment Purchases	\$240.91
Schmicks Market		employee appreciation dinner and supplies	Supplies & Postage	\$16.36
Viaero Wireless		telephone	Telephone/Internet	\$19.52
			Total Fire	\$1,577.35
Library				
Broken Bow Municipal Utilities		utilities	Utilities	\$371.46
City of Broken Bow - Health Insurance		health insurance	Health Insurance	\$1,626.98
Shopko Store		supplies	Equipment Purchases	\$49.99
			Total Library	\$2,048.43
Street				
ATCO		epoxy patch, oil	Maint/Repair Equipment	\$378.00
Bob's Truck Repair		spring brake chamber	Maint/Repair Equipment	\$59.49
Broken Bow Municipal Utilities		utilities	Utilities	\$1,300.78
Card Services			Maint/Repair Equipment	\$142.37
Carquest of Broken Bow		filters and oil	Maint/Repair Equipment	\$213.85
City of Broken Bow - Health Insurance		health insurance	Health Insurance	\$5,356.15
Dave Dunkel		meal	Travel & Meeting Expen:	\$8.95
Great Plains Communications		internet	Telephone/Internet	\$35.48
Jeff Roach		meal	Travel & Meeting Expen:	\$8.21
Lawson Products		nuts, bolts, connectors, grommets	Maint/Repair Equipment	\$105.26
Mead Lumber		lumber and supplies	Maint/Repair Equipment	\$354.88
Nebraska State Bank		Loader Loan Payment	Trucks/Loader	\$40,489.77
Obrien's True Value		hardware and supplies	Maint/Repair Equipment	\$1.29
Powerplan		door latch, handle, pin, mounting hardware	Maint/Repair Equipment	\$359.30
Prachts Ace Hardware		hardware and supplies	Maint/Repair Equipment	\$56.93
Sioux City Foundry		grader blades	Maint/Repair Equipment	\$3,067.20
Trotter Service		flat repair and propane	Gas and Oil	\$63.00
Viaero Wireless		telephone	Telephone/Internet	\$39.03
Wenquist Inc.		parts	Maint/Repair Equipment	\$63.33
			Total Street	\$52,103.27
Park				
Baxter Welding		repair bench for park	Maintenance/Repair Gro	\$37.50
Broken Bow Municipal Utilities		utilities	Utilities	\$557.48
Broken Bow Municipal Utilities		utilities	Utilities	\$1,465.96
Card Services			Maintenance/Repair Gro	\$347.67
Carquest of Broken Bow		filters and oil	Maint/Repair Equipment	\$63.49
City of Broken Bow - Health Insurance		health insurance	Health Insurance	\$2,297.67
Custer Transfer Station		trash	Trash Removal	\$8.00
Deere Credit Inc.		park mower lease	Equipment Purchases	\$216.51
Great Plains Communications		internet	Telephone/Internet	\$35.47
Mead Lumber		lumber and supplies	Maintenance & Repair B	\$1,403.25
Obrien's True Value		hardware and supplies	Maintenance/Repair Gro	\$167.88
Plains Equipment Group		oil filters	Maint/Repair Equipment	\$91.33
Prachts Ace Hardware		hardware and supplies	Maintenance & Repair B	\$262.43
Prachts Ace Hardware		hardware and supplies	Maintenance/Repair Gro	\$560.00
Randy Schmidt		mower use in the square	Equipment Rental	\$50.00
S&L Sanitary Service		trash around the square	Trash Removal	\$49.30
Shopko Store		supplies	Maint/Repair Equipment	\$19.99
Viaero Wireless		telephone	Telephone/Internet	\$39.03
Wenquist Inc.		parts	Maint/Repair Equipment	\$77.94

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>
Park			Total Park	\$7,750.90
Swimming Pool				
Broken Bow Municipal Utilities	utilities		Utilities	\$98.97
			Total Swimming Pool	\$98.97
Sanitation				
Broken Bow Municipal Utilities	utilities		Sanitation Contract	\$36.48
Custer Public Power	CD Cell Power		Land & Buildings	\$89.19
			Total Sanitation	\$125.67
ST Infra/Capital				
Bow Family Furniture	down payment on furniture for library reno		Library	\$12,000.00
Cardmember Services			Sales Tax Infra Projects	\$500.84
Chief Construction Company	Chapins underground downspouts and con		Sales Tax Infra Projects	\$4,961.00
Register of Deeds	Downtown and 5th Ave assessment filing		Sales Tax Infra Projects	\$106.00
Register of Deeds	Downtown Assessment Filing		Sales Tax Infra Projects	\$18.00
			Total ST Infra/Capital	\$17,585.84
				\$139,074.37

Report Selection: Check Approval List - GL Account
 Date Range Selection: GL Posting Date
 Starting Date: 11/29/2017
 Ending Date: 12/12/2017

Payroll \$ 52,854.83



November 13, 2017

City of Broken Bow
Mayor and City Council
PO Box 504
Broken Bow, Nebraska 68822

RE: 2018 City Engineer Appointment Request

Dear Mayor and City Council:

I ask that you appoint JEO Consulting Group, Inc. as the City Engineer for the year 2018. We appreciate the confidence that you have shown in JEO in the past and we sincerely hope to continue our relationship.

Since JEO has provided services to the city in the past, our staff has accumulated extensive "institutional knowledge" about the city and its infrastructure. We believe that this is extremely important, as it provides the background information needed to evaluate what actions to take going forward. Additionally, this knowledge often allows JEO staff to respond to questions about the city and its infrastructure without extensive investigation and research, which reduces both the time and cost involved in addressing routine matters.

We have detailed below what you can expect from JEO as your City Engineer. When there may be a fee for the services, as noted in items two through four below, JEO will notify you before commencing work.

1. If requested, JEO will attend a council or committee meeting to assist with identifying and prioritizing infrastructure projects in the city. This planning may include prioritization of capital and infrastructure improvements, summary reviews of new permits and their potential impact, information on new regulations, recommendations on future planning, and input on potential funding sources. This does not entail detailed studies or evaluations, but is normally a very valuable first step in assessing the need, priority, and feasibility of potential infrastructure projects. There is no charge for JEO to attend this meeting or for the preparation and follow up from the meeting.
2. JEO will provide assistance in the process of applying for and attempting to secure funding, such as Community Development Block Grants, USDA-RD, DWSRF and CWSRF for potential infrastructure projects, as well as more non-traditional funding from both public and private sources. Additionally, JEO will assist with providing information necessary to complete reporting requirements of any funding that the city may secure. JEO has staff that is devoted to assisting municipalities in locating the funding that makes projects a reality, and in some cases, having an appointed City Engineer can expedite moving a project forward when grant and loan funding is involved. There may be a fee for this service, depending on a number of factors, and we would be happy to discuss this with you.

3. JEO will respond to questions about the routine operation and maintenance of the city infrastructure, based on the prior knowledge we have of these facilities/systems. There is typically no charge for this service. However, depending on a number of factors, there may be a fee involved when a commitment such as site visits or research is required for JEO to provide assistance.
4. Throughout the year, JEO will provide additional assistance with identifying, prioritizing, and providing rough cost opinions for potential infrastructure projects. Depending on a number of factors, such as the amount of effort required to complete the requested task, there may be a fee involved for this service. However, as noted above, due to JEO's extensive institutional knowledge about the city and its infrastructure, JEO will be able to provide this service efficiently and effectively.

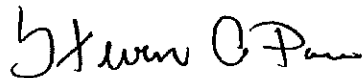
JEO does not request a contract to serve as the City Engineer and the city is under no obligation to hire JEO for any project. Furthermore, we do not require a retainer to serve as the City Engineer. Instead, we strive to assist you in efficiently and effectively dealing with routine matters, so JEO will be the first firm considered by the city when you need consulting services for a project. In other words, all we request is the opportunity to earn your business.

We would appreciate you notifying us of your action on this request so we can keep our records up to date. Please take a few minutes to complete the form below and return in the enclosed envelope or email the form to lfischer@jeo.com or fax to 402.443.3508.

If you have any questions about this letter, or if you want any further information, please contact me.

Thank you for your consideration.

Sincerely,



Steven A. Parr
Principal

Enclosure

✂ _____

2018 Engineer Appointment Request

The City of Broken Bow has appointed JEO Consulting Group, Inc. as the City Engineer:

____ Yes ____ No

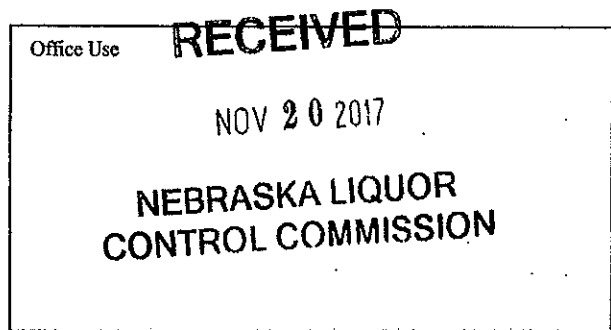
Notes: _____

Form Completed By (please print name)

Date

**APPLICATION FOR RECONSTRUCTION
TO LIQUOR LICENSE**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.ne.gov



Application:

- **Must include processing fee of \$45.00 checks made payable to Nebraska Liquor Control Commission (NLCC)**
- **Must include simple hand drawn sketch showing area to licensed, must include outside dimensions in feet (not square feet), show direction north.
NO BLUE PRINTS**
- **May include approval from the local governing body; no reconstruction shall be approved unless endorsed by the local governing body**
- **Check with your local governing body for any additional requirements that may be necessary in making this request for reconstruction**

LIQUOR LICENSE # 31497 **CLASS TYPE** B

LICENSEE NAME CASEY'S RETAIL COMPANY

TRADE NAME CASEY'S GENERAL STORE #1845

PREMISE ADDRESS 125 S E 1ST

CITY BROKEN BOW

CONTACT PERSON MIKAEL LAGE, STORE OPERATIONS LICENSING CLERK

PHONE NUMBER OF CONTACT PERSON 515-965-6517

EMAIL ADDRESS OF CONTACT PERSON mikael.lage@caseys.com



1. **What is being reconstructed?**
Explain why this area is being rebuilt

Remodeling for more adequate amenities for customers. (Corrected layout and plans attached)

The store is not being torn down but remodeled on the inside. The store will close for 5 days at the end of January and reopen.

2. **Include a sketch of the area to be licensed showing:**
- ✓ Include sketch of building to be licensed with length & width in feet
 - ✓ Is outdoor area to be licensed include on sketch with length & width
 - ✓ Indicate the direction north
 - ✓ Indicate single story building or give number of floors, how many are licensed
 - ✓ Indicate if there is a basement to be included in the licensed description
3. **If reconstructing an outdoor area explain:**
- ✓ type of fencing
 - ✓ height of fence
 - ✓ length & width of outdoor area in feet

12.07 Outdoor area shall mean an outdoor area included in licensed premises, which is used for the service and consumption of alcoholic liquors and which is contained by a permanent fence, wall or other barrier approved by the Commission and shall be in compliance with all building and fire, or other applicable local ordinances. Rule Chapter 2-012.07

I acknowledge under oath that the premises as reconstructed to comply in all respects with the requirements of the act. Neb Rev Stat §53-129

Julia L. Jackowski

Signature of Licensee or Officer

JULIA L. JACKOWSKI, SECRETARY FOR CASEY'S RETAIL COMPANY

State of IOWA
County of POLK

The foregoing instrument was acknowledged before me this

11/17/2017

Date

by JULIA L. JACKOWSKI, SECRETARY FOR CASEY'S RETAIL COMPANY
name of person acknowledged (individual(s) signing document)

Chris McCreedy

Notary Public signature

Affix Seal

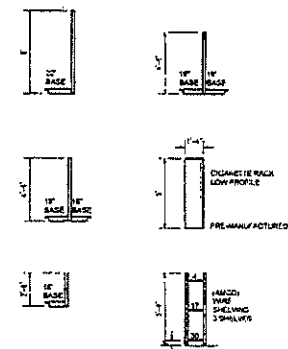


CHRIS MCCREEDY
Commission Number 158693
MY COMM. EXP. 11/29/2020

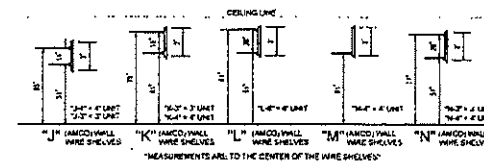
66'







- 1) 1/2" X 12" STAINLESS STEEL GRAB BARS WITH CONICAL END ANCHORS TO BE LOCATED POINT CENTERLINE AT 36" A.F.F. SIDE WALL GRAB BARS SHALL BE LOCATED 17 1/2" FROM REAR WALL. TOP OF CHAIR SHALL BE 34" FROM THE REAR WALL. VERTICAL GRAB BAR SHALL BE 36" LONG AND EXTEND FROM THE CENTERLINE OF TOILET SET MIN ON ONE SIDE AND 24" MIN ON THE OTHER SIDE. VERTICAL GRAB BAR SHALL BE 1" TALL.
- 2) BEING APPLICABLE, REPLACE WOOD CABINETS IN KITCHEN WITH STAINLESS STEEL TABLES AND WHERE APPLICABLE VINYL SHEET ROCK TO BE REPLACED WITH FIBROGLASS CEILING TO GET NEW VINYL TILES
- 3) EXISTING CIGARETTE AND CUP MACHINE TO BE REINSTALLED AFTER RE-PAINT OF SALES AREA



A - APPLIANCE			3 - FURNACE			A - OTHER		
NOTE	DESCRIPTION	DETAILS	NOTE	DESCRIPTION	DETAILS	NOTE	DESCRIPTION	DETAILS
A-001	REF. W/FRIG. SASH DOOR	8.00	3-001	W/ 1" 1/4" GAS		A-002	" " " " " "	
A-002	REF. W/FRIG. SASH DOOR	8.00	3-002	W/ 1" 1/4" GAS		A-003	" " " " " "	
A-003	REF. W/FRIG. SASH DOOR	8.00	3-003	W/ 1" 1/4" GAS		A-004	" " " " " "	
A-004	REF. W/FRIG. SASH DOOR	8.00	3-004	W/ 1" 1/4" GAS		A-005	" " " " " "	
A-005	REF. W/FRIG. SASH DOOR	8.00	3-005	W/ 1" 1/4" GAS		A-006	" " " " " "	
A-006	REF. W/FRIG. SASH DOOR	8.00	3-006	W/ 1" 1/4" GAS		A-007	" " " " " "	
A-007	REF. W/FRIG. SASH DOOR	8.00	3-007	W/ 1" 1/4" GAS		A-008	" " " " " "	
A-008	REF. W/FRIG. SASH DOOR	8.00	3-008	W/ 1" 1/4" GAS		A-009	" " " " " "	
A-009	REF. W/FRIG. SASH DOOR	8.00	3-009	W/ 1" 1/4" GAS		A-010	" " " " " "	
A-010	REF. W/FRIG. SASH DOOR	8.00	3-010	W/ 1" 1/4" GAS		A-011	" " " " " "	
A-011	REF. W/FRIG. SASH DOOR	8.00	3-011	W/ 1" 1/4" GAS		A-012	" " " " " "	
A-012	REF. W/FRIG. SASH DOOR	8.00	3-012	W/ 1" 1/4" GAS		A-013	" " " " " "	
A-013	REF. W/FRIG. SASH DOOR	8.00	3-013	W/ 1" 1/4" GAS		A-014	" " " " " "	
A-014	REF. W/FRIG. SASH DOOR	8.00	3-014	W/ 1" 1/4" GAS		A-015	" " " " " "	
A-015	REF. W/FRIG. SASH DOOR	8.00	3-015	W/ 1" 1/4" GAS		A-016	" " " " " "	
A-016	REF. W/FRIG. SASH DOOR	8.00	3-016	W/ 1" 1/4" GAS		A-017	" " " " " "	
A-017	REF. W/FRIG. SASH DOOR	8.00	3-017	W/ 1" 1/4" GAS		A-018	" " " " " "	
A-018	REF. W/FRIG. SASH DOOR	8.00	3-018	W/ 1" 1/4" GAS		A-019	" " " " " "	
A-019	REF. W/FRIG. SASH DOOR	8.00	3-019	W/ 1" 1/4" GAS		A-020	" " " " " "	
A-020	REF. W/FRIG. SASH DOOR	8.00	3-020	W/ 1" 1/4" GAS		A-021	" " " " " "	
A-021	REF. W/FRIG. SASH DOOR	8.00	3-021	W/ 1" 1/4" GAS		A-022	" " " " " "	
A-022	REF. W/FRIG. SASH DOOR	8.00	3-022	W/ 1" 1/4" GAS		A-023	" " " " " "	
A-023	REF. W/FRIG. SASH DOOR	8.00	3-023	W/ 1" 1/4" GAS		A-024	" " " " " "	
A-024	REF. W/FRIG. SASH DOOR	8.00	3-024	W/ 1" 1/4" GAS		A-025	" " " " " "	
A-025	REF. W/FRIG. SASH DOOR	8.00	3-025	W/ 1" 1/4" GAS		A-026	" " " " " "	
A-026	REF. W/FRIG. SASH DOOR	8.00	3-026	W/ 1" 1/4" GAS		A-027	" " " " " "	
A-027	REF. W/FRIG. SASH DOOR	8.00	3-027	W/ 1" 1/4" GAS		A-028	" " " " " "	
A-028	REF. W/FRIG. SASH DOOR	8.00	3-028	W/ 1" 1/4" GAS		A-029	" " " " " "	
A-029	REF. W/FRIG. SASH DOOR	8.00	3-029	W/ 1" 1/4" GAS		A-030	" " " " " "	
A-030	REF. W/FRIG. SASH DOOR	8.00	3-030	W/ 1" 1/4" GAS		A-031	" " " " " "	
A-031	REF. W/FRIG. SASH DOOR	8.00	3-031	W/ 1" 1/4" GAS		A-032	" " " " " "	
A-032	REF. W/FRIG. SASH DOOR	8.00	3-032	W/ 1" 1/4" GAS		A-033	" " " " " "	
A-033	REF. W/FRIG. SASH DOOR	8.00	3-033	W/ 1" 1/4" GAS		A-034	" " " " " "	
A-034	REF. W/FRIG. SASH DOOR	8.00	3-034	W/ 1" 1/4" GAS		A-035	" " " " " "	
A-035	REF. W/FRIG. SASH DOOR	8.00	3-035	W/ 1" 1/4" GAS		A-036	" " " " " "	
A-036	REF. W/FRIG. SASH DOOR	8.00	3-036	W/ 1" 1/4" GAS		A-037	" " " " " "	
A-037	REF. W/FRIG. SASH DOOR	8.00	3-037	W/ 1" 1/4" GAS		A-038	" " " " " "	
A-038	REF. W/FRIG. SASH DOOR	8.00	3-038	W/ 1" 1/4" GAS		A-039	" " " " " "	
A-039	REF. W/FRIG. SASH DOOR	8.00	3-039	W/ 1" 1/4" GAS		A-040		



2 SHELVING COMPONENTS

  CASEY'S  		
CASEY'S CONSTRUCTION DIVISION One Carverwood Blvd. P.O. Box 30091, Albany, NY 12212-9511		
2016 E-STYLE REMODEL (16 LEFT HAND ADDITION) -SIDE BOX	04-01-17	EQUIPMENT PLAN
CASEY'S CONSTRUCTION DIVISION		AQ-101

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: Todd Warden
2. Applicant's address: 46747 784 road Litchfield NE 68852
3. Telephone (business): 308-627-5903 (Home): 308-627-5903
4. Present use of the property: Ag
5. Desired use of the property: Farm Implementation repair/retail sale of grains, seed and produce
6. Present Zoning: A-1
7. Legal description of property: Sec 34-17-20 par INSW 1/4 7.15 acres BBTWP
8. Under what provisions of the zoning regulations are you seeking this permit?
Specially Permitted Uses
9. For how many years are you seeking this permit (5 years, 10 years, etc)? lifetime of Business
10. Explain in detail what you propose to do:
Repair / Sale of Pivot Irrigation Systems
Repair / Sale of grain storage systems (Bins) (grain legs)
11. How are adjoining properties used? Indicate both zoning district designations and actual uses.
North Ag South Ag
East Ag West Ag

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.


Owner's Signature

ZONING ADMINISTRATOR: The person or persons authorized and empowered by the governing body to administer the requirements of the zoning regulations.

11-302 "A" A-1 Agricultural District. In the Agricultural District, a building or land shall be used only for the following purposes:

1. **Permitted Uses:**
 - a. All public uses.
 - b. Campgrounds.
 - c. Churches and all public uses.
 - d. Colleges and public and private schools.
 - e. Commercial transmitting towers.
 - f. Dwellings, One (1) family.
 - g. Farming and truck gardening.
 - h. Parks and golf courses.
 - i. Utility substations.
2. **Permitted Accessory uses:**
 - a. Accessory uses and structures normally appurtenant to the permitted uses and structures and to uses and structures permitted as special uses;
 - b. Home occupations in accordance with Section 11-403 "C"; and
 - c. Roadside stands for the sale of agricultural produce grown on the agricultural farm or operation.
3. **Specially Permitted Uses:** (In accordance with Section 11-403 "F" of this ordinance)
 - a. Agricultural chemical, fertilizer and grain storage/ distribution.
 - b. Airports and airfields.
 - c. Commercial feedlots and confinement feeding operations when located at least one (1) mile from the corporate limits of Broken Bow.
 - d. Excavation, mineral extraction and oil and gas extraction.
 - e. Farm implementation repair.
 - f. Greenhouses and nurseries.
 - g. Kennels.
 - h. Private clubs.
 - i. Retail sale of grains, seed and produce.
 - j. Skeet and shooting ranges.
 - k. Welding and Black smithing.

MINIMUM AREA REGULATIONS

PERMITTED USES

Lot Area	3 acres
Required Front Yard	25 feet
Required Rear Yard	15 feet
Required Side Yard	10 feet

MAXIMUM HEIGHT: Thirty-five (35'); however, non-residential structures no limits.

Broken Bow Zoning Amendments

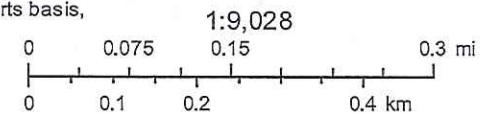
Full Circle Irrigation



November 22, 2017
15:39 PM

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





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

THIS IS AN AGREEMENT effective as of November 27, 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:

South 19th Avenue Paving Improvements ("Project").

JEO Project Number: 170078

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

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

2.01 Owner Responsibilities

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

ARTICLE 3 - COMPENSATION

3.01 Compensation

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

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:

Engineer: JEO Consulting Group, Inc.



By: _____

By: Ryan C. Kavan

Title: _____

Title: Project Manager

Date Signed: _____

Date Signed: November 21, 2017

Address for giving notices:

Address for giving notices:

JEO Consulting Group, Inc.

142 West 11th Street

PO Box 207

Wahoo, NE 68066

**EXHIBIT A
SCOPE OF WORK**

**SOUTH 19TH AVENUE IMPROVEMENTS
BROKEN BOW, NEBRASKA**

Project Description: The project consists of design and construction services for the paving improvements on South 19th Avenue from where pavement currently ends south of Highway 2/South E Street to the intersection of South G Street, and a portion of South G Street as is needed to provide access to the new firehall under construction. This includes roadway pavement, curb and gutter and storm sewer.

Final Design Phase:

- A. Perform a topographic survey of the project areas and prepare a site plan.
- B. Establish control and benchmarks.
- C. Schedule and attend a plan in hand site meeting to review the preliminary plans with City Staff.
- D. Prepare final plans including:
 - Typical Sections
 - Construction Plan and Profile
 - Erosion Control Plans
 - Drainage Improvements
 - Details
- E. Prepare a final opinion of construction cost.
- F. Prepare bidding documents, specifications, special provisions, contract documents.
- G. Quality Assurance/Quality Control of plans and specifications during the design of the project.
- H. Review Final Plans and Specifications with City Officials for approval and authorization to advertise for bids.

Storm Water Pollution Prevention Plan

- A. Prepare a Storm Water Pollution Prevention Plan
- B. Prepare the Notice of Intent
- C. Prepare the Notice of Termination at completion of the project

Bidding/Negotiation Phase:

- A. Furnish Invitation to Bid to City for publication.
- B. Send Notice to Contractors, Builders Bureaus and Plan Rooms.
- C. Provide plans, specifications and bidding documents to contractors
- D. Prepare a bid tab from bid opening documents scanned and e-mailed by City Staff.
- E. Assemble and distribute contract documents between the Contractor and City.

Construction Services Phase:

- A. Prepare agenda, host and prepare notes for a Preconstruction Meeting
- B. Review of Pay Request Applications.
- C. Review Change Order Requests.
- D. Verify shop drawings and submittals meet plans and specifications.

- E. Perform Construction Staking including staking of proposed storm sewer and pavement grades.
- F. Attend Final walk-through and prepare a punch list of items needing completion/correction.

Construction Resident Project Representative (RPR) Phase:

- A. Project Representative to be present on site periodically throughout the project on a part time basis when the City requests to verify contractor is meeting the standards of the plans and specifications.
- B. Answer questions and interpret plans and specifications.
- C. 60 total hours of RPR are anticipated.

Agreement Completion:

- A. End of Construction is anticipated before June 1, 2018

Additional Services (not included, negotiated as needed).

- A. Geotechnical Investigation
- B. Public Involvement
- C. Labor interviews and payroll record reviews.
- D. Wetland Delineation
- E. Environmental Reviews
- F. Right-of-Way services including negotiations, plats or easement descriptions
- G. Traffic studies
- H. Lighting design
- I. Materials Testing Services
- J. 1-year Warranty Walk-through
- K. Attending council meetings other than those listed above
- L. Hold progress meetings during construction
- M. Record Drawings

Project Schedule:

Notice to Proceed	When authorized by City
Design complete	90 days from notice to proceed
Bidding	Award anticipated about 45 days from City accepting plans and specifications
Construction	Anticipated during the spring of 2018

Payment Schedule:

The City shall pay Consultant as set forth below and per the terms in Exhibit B.

The fee for the project is:	Preliminary Design	\$19,000 Lump Sum
	SWPPP	\$ 1,300 Lump Sum
	Bidding/Negotiation	\$ 3,200 Lump Sum
	Construction Services	\$ 7,800 Lump Sum
	<u>Construction RPR</u>	<u>\$ 5,100 Hourly</u>
Total Fee		\$36,400

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.

An Agreement for the Provision of Limited Professional Services

Design Professional Firm: MILLER & ASSOCIATES,
CONSULTING ENGINEERS, P.C.
1111 Central Avenue
Kearney, NE 68847
(hereinafter called "Engineer")

Client: CITY OF BROKEN BOW
P.O. BOX 504
BROKEN BOW, NE 68822
(hereinafter called "City")

Date: December 5, 2017

Project No. 177-G1-007

Project Name/Location: C-D Site Expansion, Broken Bow, Nebraska

Scope/Intent and Extent of Services/Fee Arrangement: Services are further defined as follows:

- Prepare a site drawing for Phase I expansion of the site and receive submit for approval from NDEQ
- Stake limits of excavation in the field for City's guidance
- Conduct a verification survey following excavation operations
- Prepare a verification drawing and submission to the Department for approval

Fee Arrangement: Services will be invoiced on an hourly basis. For the purposes of this Agreement the hourly fees are:

Employee Classification	Rate
Professional Engineer	\$95.00/hour
Professional Architect	\$95.00/hour
Project Manager	\$80.00/hour
Licensed Land Surveyor	\$75.00/hour
Senior Design Technician	\$65.00/hour
Survey Crew	\$85.00/hour
Technician/Resident Project Representative	\$50.00/hour
CAD Draftsperson	\$55.00/hour
Mileage	\$0.50/mile

Offered by: MILLER & ASSOCIATES
CONSULTING ENGINEERS, P.C.

Accepted by: CITY OF BROKEN BOW

Dana G. Daniels, Project Manager Date

City Representative Date

The attached Terms and Conditions are a part of this Agreement

The Engineer shall perform the services outlined in this agreement for the stated fee arrangement.

Access To Site:

Unless otherwise stated, the Engineer will have access to the site for activities necessary for the performance of the services. The Engineer will take precautions to minimize damages due to these activities, but the cost of restoration of any resulting damage has not been included in the fee.

Dispute Resolution:

Any claims or disputes made during design, construction or post-construction between the City and Engineer shall be submitted to non-binding mediation. City and Engineer agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, supplies and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Billing/Payment:

Invoices for the Engineer's services shall be submitted, at the Engineer's option, either between completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, the Engineer may, without waiving any claim or right against the City, and without liability whatsoever to the City, terminate the performance of the service. Retainers shall be credited on the final invoice.

Late Payments:

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after the billing, the City shall pay all costs of collection, including reasonable attorney's fees.

Indemnification:

The City shall, to the fullest extent permitted by law, indemnify and hold harmless the Engineer, his or her officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Engineer.

Certifications:

Guarantees and Warranties: The Engineer shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence the Engineer cannot ascertain.

Limitation of Liability:

In recognition of the relative risks, rewards and benefits of the project to both the City and the Engineer, the risks have been allocated such that the City agrees that, to the fullest extent permitted by law, the Engineer's total liability to the City for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed fees paid. Such cause may include, but are not limited to, the Engineer's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Consequential Damages:

In no event shall Engineer, Engineer's affiliated corporations, officers, employees, or subcontractors be liable for special, indirect, or consequential damages, and in order to protect Engineer against indirect liability or third-party proceedings, City will indemnify Engineer for any such loss or damage.

Termination of Services:

This agreement may be terminated by the City or the Engineer should the other fail to perform its obligations hereunder. In the event of termination, the City shall pay the Engineer for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents;

All documents produced by the Engineer under this agreement shall remain the property of the Engineer and may not be used by the City for any other endeavor without the written consent of the Engineer.

RESOLUTION 2017-82

RESOLUTION APPROVING LOT SPLIT

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

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

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

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

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

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

PASSED AND APPROVED this 12th day of December, 2017.

Cecil Burt, Mayor

ATTEST:

Stephanie Wright, City Clerk

(S E A L)



Application for Lot Split
Broken Bow, Nebraska

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

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

Property Owner/Applicant Opportunity Land Investments

Property Address _____ Legal Description _____

See attached

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

Future Commercial

Is a new street or alley needed if this lot split is granted? Yes _____ No X

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

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

Will this lot split interfere with maintaining existing services? Yes _____ No X

Does the granting of this lot split lessen the right-of-way by the City of Broken Bow? Yes _____ No X

Does this lot split result in a substandard sized lot or parcel? Yes _____ No X

Will this lot have direct access to a street? Yes X No _____

Will this lot interfere with maintaining existing services? Yes _____ No X

Has this lot been previously split in accordance with current zoning regulations? Yes _____ No X

Applicant

Jim Porter

Date

10-30-17

Phone

308-870-0638

For Office Use Only

Application Approved _____ Not Approved _____

Accepted by Stephanie Wright Date 10-30-17

Payment received: mo. 10 day 30 yr. 17

Cash _____ Check 2506

\$50

A tract of land in the South Half of the Northwest Quarter of Section 31, Township 17 North, Range 20 West of the 6th P.M., Custer County, Nebraska more particularly described as follows:

Referring to the Center of said Section 31; thence N 0°03'00" E on the east line of the Northwest Quarter of said Section 31, a distance of 55 feet to the northerly Highway 2 right-of-way; thence N 89°52'58" W on said right-of-way, a distance of 40 feet to the POINT OF BEGINNING; thence continuing N 89°52'58" W on said right-of-way, a distance of 806.23 feet; thence N 86°11'12" W on said right-of-way, a distance of 294.11 feet to the point of curvature of a non-tangent curve to the right, said curve having a radius of 1572.02 feet, a central angle of 8°24'26", and a chord of 230.46 feet bearing N 80°09'17" W; thence westerly on said curve and right-of-way an arc distance of 230.67 feet; thence N 75°13'39" E, a distance of 48.06 feet; thence N 73°18'56" E, a distance of 121.00 feet thence N 82°59'00" E, a distance of 201.00 feet; thence S 88°57'26" E, a distance of 188.00 feet; thence S 89°12'29" E, a distance of 776.87 feet; thence S 0°03'00" E, a distance of 118.01 feet to the POINT OF BEGINNING; said described tract containing 3.33 Acres, more or less.

That part of the S/2 NW/4 of Section 31, T-7-N, R-20-W of the 6th P.M. Center County, Nebraska lying north and east of Highway 2 EXCEPT a tract in the northwest corner of the S/2 NW/4 described as being 40 rods by 20 rods.

Subject to:
Restrictions shown on Deed Book 55, Page 418 (Corrected by Deed Book 153, Page 563)

Appropriation of property to the use of the City of Broken Bow for the Mail Route Flood Protection Project as shown in Report of Appropriation Book 174, Page 633

Restrictions shown on OGD from City of Broken Bow to State of Nebraska Book 153, Page 76

Rights of the public to that portion used in access to St. Joseph Catholic Cemetery

NOTES

BFE lines shown are approximate only
Sourced from Dept. of Natural Resources
map dated June 20, 2002 to June 20, 2007
Dates - 1988

* Distance = plat bearing one end from
written notes & bearing description

* See complete Legal Description
on Consistent Number 10879

REFERENCE

B. Langenberg survey in SW/4 dated 2005
D. Stevenson survey in NW/4 dated 2002
D. Stevenson survey for DGR dated 2007
DGR to sheets dated 2005

N 1/4 Corner
31-17-20

Found Altn. Cap
concrete VC 4815' N
and in power pole 3837' N
shiver in fence post 5923' NE
and in power pole 3335' S

LINE	BEARING	DISTANCE
L 1	N 89° 56' 38" E	98.85' (R) (M)
L 2	S 00° 03' 01" E	153.56'
L 3	N 00° 03' 00" W	55.00' (R) (M)
L 4	N 89° 52' 58" W	40.00' (R) (M)
L 5	N 75° 13' 39" E	48.06'
L 6	N 75° 18' 56" E	121.00' (R) (M)
L 7	S 88° 57' 25" E	188.00' (R) (M)
L 8	S 00° 03' 00" E	118.01'
L 9	N 00° 00' 00" E	30.00' (R) (M)
L 10	S 00° 03' 00" E	170.00' (R) (M)

Found Altn. Cap
1 1/2" pipe 3335' W
"X" hole in corner post 3335' W
SW Corner ROW marker 6225' E
3335' West of center Hwy 2

N 1/16 West Line
31-17-20

Approx. location of corner
corner - 40' side - closed
302215' from east line as
measured along centerline

March 2013
file 11572

A survey was made under my direction
as shown and is true and correct to the
best of my knowledge and belief.

Bonita M. Edwards L.S. 464
Registered Land Surveyor



Found Altn. Cap
"X" hole corner post 3135' SW
"X" hole top fence post 619' SE
fence corner post 383' NW

N 89° 49' 53" W
1307.54'
1303.8' (R-EL-2005)

Found 1" pipe
hole marker post 5822' SE
3/4" rebar 625' S

W 1/16 South Line
31-17-20

N 89° 52' 13" W
1321.05'
1321' (R-EL-2005)

Found Altn. Cap
near corner ROW marker 7152' NW
near corner ROW marker 7462' NE

Edwards Land Surveying 210 West 5th Street PO Box 507 North Platte, NE 69103 308-532-4819

Survey Record Repository
RECEIVED

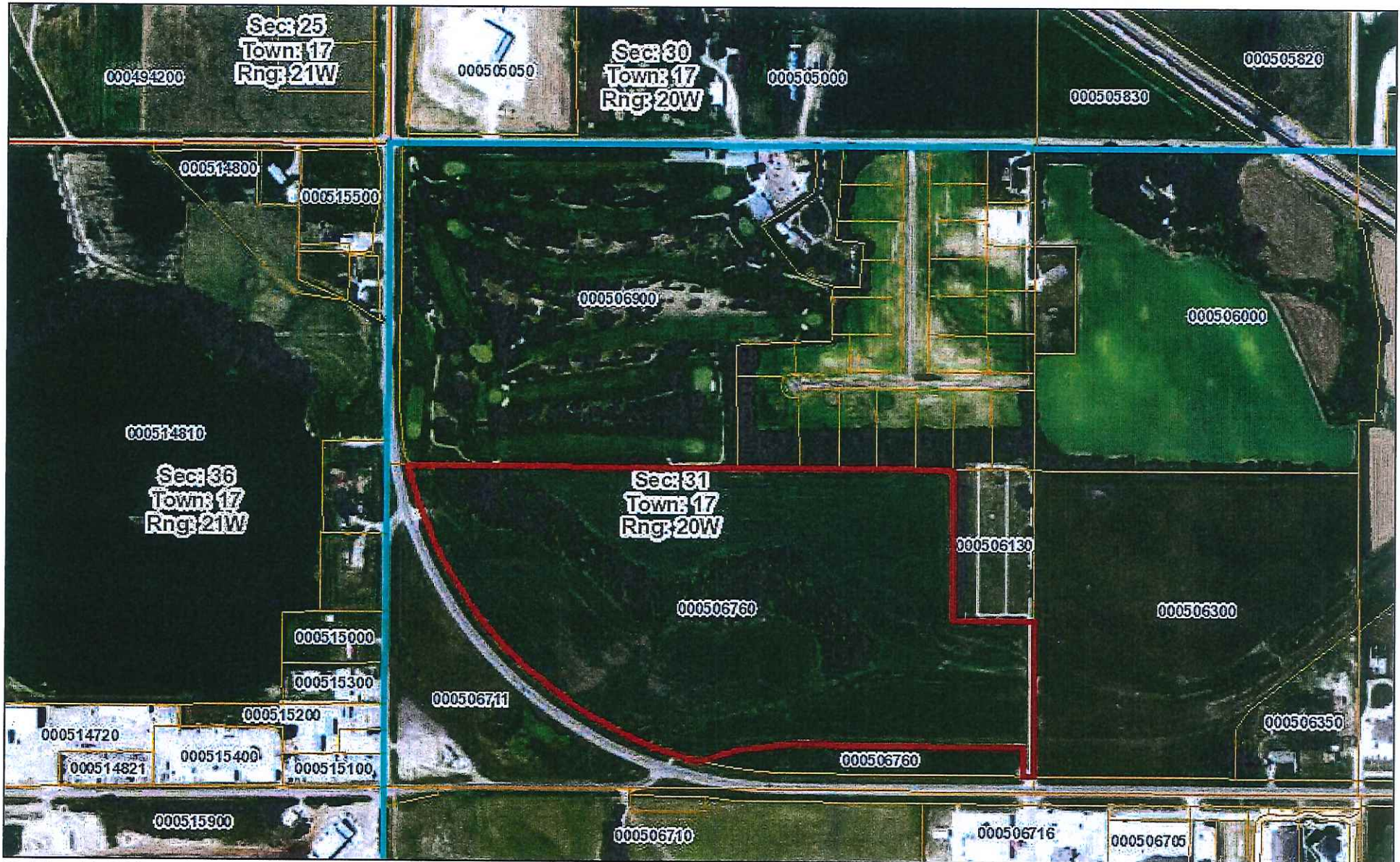
500

SEP 12 2013

Custer

1138-193 1/2

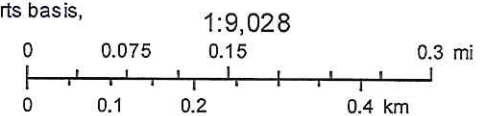
Opportunity Land Investments



October 31, 2017
09:54 AM

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



RESOLUTION 2017-83

**RESOLUTION AUTHORIZING PAYMENT #1 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. 1 for work performed for 100% completed work of Task 2 – Levee ROW Determination and Task 1 – SWIF Development through November 17, 2017; and

WHEREAS, JEO Consulting Group, Inc. is entitled to a payment of \$13,020.50 for the Broken Bow Flood Risk Reduction.

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. \$13,020.50.

PASSED AND APPROVED this 12th day of December, 2017.

Cecil Burt, Mayor

ATTEST:

Stephanie M. Wright, City Clerk

(S E A L)



ENGINEERING ■ ARCHITECTURE ■ SURVEYING ■ PLANNING

Invoice

November 21, 2017

Project No: R171495.00

Invoice No: 99713

Invoice Amount: 13,020.50

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

Project Manager Joshua Johnson

Project R171495.00 Broken Bow Flood Risk Reduction

Professional Services through November 17, 2017

Refer to attached Progress Report

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Lump Sum Phase(s)					
Task 2 - Levee ROW Determination	\$8,500.00	100 %	\$8,500.00	0.00	\$8,500.00
Task 3 - Railroad Levee EAP	\$7,500.00	0 %	0.00	0.00	0.00
Task 4 - Programmatic Recommendations	\$10,000.00	0 %	0.00	0.00	0.00
Hourly to a Maximum Phase(s)					
Task 1 -SWIF Development	\$55,000.00		\$4,520.50	0.00	\$4,520.50
Total	\$81,000.00		\$13,020.50	0.00	\$13,020.50
Total Amount Due Upon Receipt					\$13,020.50

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

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

www.jeo.com



Monthly Progress Report

PROJECT | Broken Bow Flood Risk Reduction Project SWIF-EPP

JEO PROJECT NO. | 171495.00

DATE PREPARED | November 21, 2017

1. Work Completed During Current Period (November 2017)

- Coordination with the City, USACE and FEMA regarding the SWIF LOI
- Development and formal submittal of LOI to the USACE
- Review of current inspection report and ineligibility deficiencies
- Gathered historical documentation from the City
- Completed survey record research for levee ROW
- Staked easement and ROW boundaries

2. Planned Work for Next Period (December 2017)

- Complete levee ROW documentation and mapping
- Begin development of tie back levee emergency action plan
- Receive acceptance by the USACE of LOI and approval of SWIF effort
- Submit financial request to the Lower Loup NRD
- Attend Lower Loup NRD projects committee meeting

3. Project Schedule

- Project schedule is being developed, contingent upon USACE feedback from the LOI regarding the SWIF

4. Information Needed from the City

- None at this time

5. Next Meeting(s)

- TBD

RESOLUTION 2017-84

**RESOLUTION AUTHORIZING PAYMENT TO
BOW FAMILY FURNITURE**

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

WHEREAS, Bow Family Furniture has submitted an Invoice for Payment for the
Partial Payment for Furniture at the Broken Bow Library in the amount of
\$12,000.00,

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of
Broken Bow, Nebraska: authorizing the City to sign all necessary documentation for
payment and to pay Bow Family Furniture in the amount of \$12,000.00 for furniture.

PASSED AND APPROVED this 12th day of December, 2017.

Cecil Burt, Mayor

ATTEST:

Stephanie M. Wright, City Clerk

(S E A L)

[illegible]

RESOLUTION 2017-85

**RESOLUTION AUTHORIZING PAYMENT #8 TO
CHIEF CONSTRUCTION COMPANY**

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

WHEREAS, Chief Construction Company has submitted Application for Payment No. 8 for the Broken Bow Library Project in the amount of \$210,799.02 for materials and labor through November 30, 2017.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of Broken Bow, Nebraska: authorizing the City to sign all necessary documentation for payment and to pay Chief Construction Company the amount of \$210,799.02 for Payment No. 8.

PASSED AND APPROVED this 12th day of December 2017.

Cecil Burt, Mayor

ATTEST:

Stephanie M. Wright, City Clerk

(S E A L)

PAYMENT APPLICATION

Customer # 00913483

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

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

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

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

APPLICATION # 8
PERIOD THRU: 11/30/2017
Owner Project #:
DATE OF CONTRACT: 3/15/2017

Distribution to:
__ OWNER
__ ARCHITECT
__ CONTRACTOR

CONTRACTOR'S SUMMARY OF WORK

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

1. CONTRACT AMOUNT	1,460,813.00
2. SUM OF ALL CHANGE ORDERS	25,306.18
3. CURRENT CONTRACT AMOUNT (Line 1 + 2)	1,486,119.18
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	1,194,448.46
5. RETAINAGE:	
A. 10% Of Completed Work (Columns D+ E on Continuation Page)	119,444.89
B. 0% of Material Stored (Column F on Continuation Page)	0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	119,444.89
6. TOTAL COMPLETED AND STORED LESS RETAINAGE: (Line 4 minus Line 5 Total)	1,075,003.57
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT:	864,204.55
8. CURRENT PAYMENT DUE:	210,799.02
9. BALANCE TO FINISH: Line 3 - Line 6	411,115.61

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	17682.42	0.00
Total approved this month	7623.76	0.00
TOTALS	25306.18	0.00
NET CHANGES	25,306.18	

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

CONTRACTOR: Chief Construction Company

By: Cindy Swank cost Date: 11-30-17
ACE

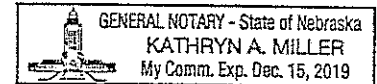
State of: Nebraska

County of: Hall

Subscribed and sworn to before me this 30th day of November, 2017

Notary Public: Kathryn A. Miller

My Commission Expires: 12-15-19



ARCHITECT'S CERTIFICATION

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

CERTIFIED AMOUNT: 210,799.02

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

ARCHITECT: JEO ARCHITECTURE INC

By: _____ Date: _____

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

PAYMENT APPLICATION DETAILS

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

Application Number: 8
For Period Ending: 11/30/2017

A	B	C	D	E	F	G		H	I
			Work Completed		Materials Presently Stored	Completed and Stored To Date	Total %	Balance To Finish	Retainage Value
Item Number - Description		Scheduled Value	From Previous Application	This Period Value					
01	Gen Requirements	127,184.46	90794.88	13,722.25	0.00	104517.13	82.18	22,667.33	10,451.72
02	Existing Conditions	66,228.39	66228.39	0.00	0.00	66228.39	100.00	0.00	6,622.84
03	Concrete	160,709.43	124220.44	25,134.72	0.00	149355.16	92.93	11,354.27	14,935.52
04	Masonry	85,824.15	82048.95	3,775.20	0.00	85824.15	100.00	0.00	8,582.42
05	Metals	111,114.32	82986.18	0.00	0.00	82986.18	74.69	28,128.14	8,298.62
06	Wood & Plastics	32,655.30	4438.50	6,400.00	0.00	10838.50	33.19	21,816.80	1,083.85
07	Thermal & Moisture Protection	46,604.22	29959.86	0.00	0.00	29959.86	64.29	16,644.36	2,995.99
08	Openings	129,040.68	95250.15	8,832.61	0.00	104082.76	80.66	24,957.92	10,408.27
09	Finishes	258,119.57	91212.90	96,036.83	0.00	187249.73	72.54	70,869.84	18,724.97
10	Specialties	22,441.04	2774.06	9,791.33	0.00	12565.39	55.99	9,875.65	1,256.54
12	Furnishings	48,823.04	0.00	21,804.12	0.00	21804.12	44.66	27,018.92	2,180.41
22	Plumbing	82,112.20	65689.76	4,084.08	0.00	69773.84	84.97	12,338.36	6,977.39
23	HVAC	92,864.46	67791.06	11,040.00	0.00	78831.06	84.89	14,033.40	7,883.11
26	Electrical	164,020.59	116885.72	33,600.00	0.00	150485.72	91.75	13,534.87	15,048.59
31	Earthwork	51,469.92	39946.47	0.00	0.00	39946.47	77.61	11,523.45	3,994.65

PAYMENT APPLICATION DETAILS

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

Application Number: 8
 For Period Ending: 11/30/2017

A	B	C	D	E	F	G		H	I
			Work Completed		Materials Presently Stored	Completed and Stored To Date	Total %	Balance To Finish	Retainage Value
Item Number - Description		Scheduled Value	From Previous Application	This Period Value					
32	Exterior Improvements	6,907.41	0.00	0.00	0.00	0.00	0.00	6,907.41	0.00
TOTAL:		1,486,119.18	960,227.32	234,221.14	0.00	1194448.46	80.37	291,670.72	119,444.89

RESOLUTION 2017-86

**RESOLUTION AUTHORIZING PAYMENT #16 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. 16 for work performed for Construction Administration through November 24, 2017; and

WHEREAS, JEO Consulting Group, Inc. is entitled to a payment of \$1,515.00 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. \$1,515.00.

PASSED AND APPROVED this 12th day of December, 2017.

Cecil Burt, Mayor

ATTEST:

Stephanie M. Wright, City Clerk

(S E A L)



ENGINEERING ■ ARCHITECTURE ■ SURVEYING ■ PLANNING

Invoice

December 1, 2017
Project No: R120249.02
Invoice No: 99908
Invoice Amount: 1,515.00

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 November 24, 2017

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Lump Sum Phase(s)					
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
Hourly Phase(s)					
Construction Administration			\$41,172.25	\$39,657.25	\$1,515.00
Reimbursable Expenses			\$330.00	\$330.00	0.00
Total	\$144,600.00		\$186,102.25	\$184,587.25	\$1,515.00
Total Amount Due Upon Receipt					\$1,515.00

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

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

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Return to Agenda