



**CITY OF BROKEN BOW  
CITY COUNCIL AGENDA  
October 8, 2024 @ 6:00 PM  
Broken Bow Municipal Building  
314 South 10<sup>th</sup> Ave, Broken Bow NE**

**Meeting Procedure**

*The Public may address specific agenda items at the pleasure of the Mayor. Please come to the podium, state your name and address, and limit your remarks to five minutes or less (subject to mayoral discretion). Out of respect to City employees, we request that any complaints or criticisms of employees not be aired in a public meeting. Concerns about employees should be brought to the attention of the City Administrator or Mayor. An individual in violation will be declared out of order. Individuals who have appropriate items for City Council consideration should complete the Request for Future Agenda Items.*

**A. Call to Order**

**B. Open Meetings Act:** A current copy of the Open Meetings Act is available and is posted for review by all citizens.

**C. Roll Call**

**D. Pledge of Allegiance**

**E. Consent Agenda:** Council will have consideration of approving the consent agenda items for October 8th, 2024, which will include the following:

- a. Approval of Minutes of September 24<sup>th</sup>, 2024, Budget Hearing
- b. Approval of Minutes of September 24<sup>th</sup>, 2024, Council Meeting
- c. Approval of Bills as Posted

**F. New Business:**

- a. **Broken Bow Story Walk at Melham Park-** Council will have the consideration of partnering with the Broken Bow Library Foundation for the Broken Bow Story Walk at Melham Park.
- b. **Public Hearing, Nuisance Property** – Council will have consideration of opening a public hearing on the Nuisance Property located at 118 S. 15<sup>th</sup> Ave.
- c. **Nuisance Property Located at 118 S. 15<sup>th</sup> Ave** -Council will have consideration of approving a course of action to be taken for property located at 118 S. 15<sup>th</sup> Ave.
- d. **Public Hearing, Nuisance Property** – Council will have consideration of opening a public hearing on the Nuisance Property located at 139 South 14<sup>th</sup> Ave.
- e. **Nuisance Property Located at 139 South 14<sup>th</sup> Ave** -Council will have consideration of approving a course of action to be taken for property located at 139 South 14<sup>th</sup> Ave.



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- f. Annual Report & Request of Waiver of PILOT Funds from the Broken Bow Housing Authority** – Anna Martin will present the Annual Housing Authority report and Council will have consideration of approving the request of Waiver of PILOT Funds.
- g. Resolution 2024-13, League Association of Risk Management** – Council will have consideration of approving Resolution 2024-13 an agreement between the City of Broken Bow and the League Association of Risk Management for insurance coverage.
- h. League Association of Risk Management Interlocal Agreement-** Council will have consideration of approving the Interlocal Agreement between the City of Broken Bow and the League Association of Risk Management.
- i. Emergency Services Department Head Appointment-**Council will have consideration of approving the appointment of the Emergency Services Department Head.

**G. Public Comments**

**H. Mayor and Council Comments**

**I. Adjournment**

***The Next City Council Meeting Will Be on Tuesday, October 22, 2024  
at 6:00 pm in the Broken Bow Municipal Building***

**Upcoming Events:**

- ❖ **October 22<sup>nd</sup>** – Board of Public Works @ 12:30 pm in the Broken Bow Municipal Building
- ❖ **November 4<sup>th</sup>** – Park Board Meeting @ 5:30 pm in the Broken Bow Municipal Building

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  
Budget Hearing Minutes  
September 24, 2024**

The Broken Bow City Council met in a Budget Hearing on Tuesday, September 24<sup>th</sup>, 2024, in the Broken Bow Municipal Auditorium. Notice of the meeting was given in advance thereof by publication in the Custer County Chief, the designated method for giving notice, on September 19, 2024. Availability of the agenda and related materials was communicated in the advanced notice to the Mayor and all members of the Council and shared with various media outlets. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

Mayor Rod Sonnichsen called the meeting to order at 5:00 pm, with the following Councilmembers present: Russ Smith, Luke Wassom, Chris Myers, and Paul Holland. Absent: None. Mayor Sonnichsen announced the availability of the Open Meetings Act.

Moved by Wassom, seconded by Holland, to open the Hearing at 5:02 pm. Roll Call vote: Voting aye: Smith, Wassom, Myers, and Holland. Nays: None. Motion carried.

Jeff Oeltjen, CPA with Dana F. Cole & Company, LLP explained the 2024-2025 Appropriation Bill. City Administrator, Dave Schmidt, highlighted the changes on the current documents that have transpired since the budget workshop. Those changes include updated Eagle Crest project numbers on the infrastructure side, updated health insurance figures, and a change to the electrical department equipment repairs for bucket truck repairs. City Clerk, Jennifer Waterhouse, also added further clarification to the estimated state department of transportation payment figures that were updated as recommended by Dana F. Cole. She also discussed the updated health insurance figures, acknowledging that the change in numbers is due to shifts in personnel, rising costs, past misunderstandings about how the figures were categorized, and joining the Pareto Health Captive.

Councilmember Myers stated that for the first time in many years the city is fully staffed and with that we should expect to see a rise in healthcare costs. Councilmember Holland also stated that health insurance is going up along with all other types of insurance. Mayor Sonnichsen concluded by thanking the city staff, council members, department heads, and Dana F. Cole for all their help and working as a team to get the budget completed.

Jeff Oeltjen concluded by stating that the previously published budget is different than the current budget proposed due to a few of the line-item changes that were discussed in the hearings. He further stated that if they are approved tonight, the city will republish a Notice of Adopted Budget with those changes.

There were no public comments.

Moved by Holland, seconded by Myers, to adjourn the City Council Budget Hearing at 5:36 pm. Roll call vote: Voting aye: Smith, Wassom, Myers, and Holland. Nays: None. Motion carried.

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Rod Sonnichsen, Mayor

ATTEST:

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Jennifer Waterhouse, City Clerk

Return to agenda

## Broken Bow City Council

### Meeting Minutes September 24<sup>th</sup>, 2024

The Broken Bow City Council met in regular session on Tuesday, September 24<sup>th</sup>, 2024, in the Broken Bow Municipal Auditorium. Notice of the meeting was given in advance thereof by publication in the Custer County Chief, the designated method for giving notice. Advance notice of the meeting, a copy of the agenda, and related council materials was given to the Mayor and all members of the City Council and shared with various media outlets. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

Mayor Rod Sonnichsen called the meeting to order at 6:00 pm, with the following Councilmembers present: Russ Smith, Luke Wassom, Chris Myers, and Paul Holland. Absent: None. Mayor Sonnichsen announced the availability of the Open Meetings Act, followed by reciting the Pledge of Allegiance.

Moved by Smith, seconded by Wassom to approve the consent agenda for September 24, 2024. Said motion includes approval of the Minutes of the September 10, 2024, Council Meeting, Bills to Date, and approval of Broken Bow Ambulance Service Official Roster. Roll call vote: Voting aye: Smith, Wassom, Myers, and Holland. Nays: None. Motion carried.

Adren Uhlig \$600.00, Aflac \$442.79, \$119.50, Al's Lock & Safe Inc \$4,659.31, Black Hills Energy \$169.37, Bobcat of North Platte \$12,642.00, \$6,816.37, Bound Tree Medical \$1,623.94, Broken Bow Ambulance Service \$244.62, Broken Bow Public Schools \$2,460.00, CCTV Security Pros, LLC \$3,926.20, Capital One \$1,293.00, Card Services \$345.00, \$1,699.99, Card Services 0591 \$874.83, Carquest of Broken Bow \$69.14, \$427.51, Carroll Construction Supply \$418.05, Central Nebraska Bobcat NP \$2,888.18, Century Link \$298.49, Century Link \$16.64, Chris Henderson \$774.21, City Flex Benefit Plan \$225.00, City of Broken Bow \$25.50, City of Broken Bow - Health Insurance \$3,507.51, City of Broken Bow Pension Fund \$2,324.80, \$9,886.38, \$1,130.11, Cole Electric Company \$200.00, Colonial Insurance \$423.92, \$329.52, Custer County Chief \$550.66, Dana F. Cole & Company, LLP \$27,900.00, Demco \$169.93, EFTPS Online Payment \$3,023.86, \$8,618.59, \$12,929.68, EZ IT Solutions \$4,445.69, \$580.93, Eakes Office Solutions \$331.35, Eggleston Oil \$307.02, Gateway Motors Inc \$94.17, Good Housekeeping \$29.97, Great Plains Communications \$185.00, Hometown Leasing \$116.65, Ingram Library Services \$1,730.18, Instant Rain Lawn Irrigation \$919.77, JEO \$3,772.50, Kirkpatrick Cleaning Solutions \$837.90, \$185.00, Kully Pipe & Steel \$305.52, Lee Newspaper Subscriptions-GI Independ \$214.95, Legend Holdings, LLC \$28,403.00, Lift Solutions, Inc. \$2,235.95, Mead Lumber \$6,904.13, Myers Construction Co \$24,218.02, NDEE - Fiscal Services \$750.00, NMC Inc \$2,159.20, Nebraska Child Support Payment Center \$899.09,

Nebraska Dept of Revenue \$25.00, OBrien's Hardware \$4.99, Over Drive \$2,000.00, Presto X Company \$72.49, Prevention \$48.00, Quill Corporation \$178.32, RT ACE, LLC \$2,148.00, Ranchland Ford \$72.22, Readers Digest \$24.62, Register of Deeds \$10.00, Rose Equipment \$2,043.90, Sandhills



Custom Creations \$1,163.34, Site One Landscape Supply \$1,056.14, South Loup Community Pharmacy \$74.24, State Income Tax WH NE Online Payment \$4,044.91, Statewide Collection LLC \$15.95, Steve Scott \$65.39, TROTTER SERVICE \$627.99, TX Child Support SDU \$4,410.23, The Garden Center \$440.00, Trotter Service \$882.35, Trotter Service \$82.72, Trotter Service \$3,078.99, Trotter Service \$33.93, Trotter Whoa & Go West BB \$539.20, Trotter's Whoa & Go West BB \$252.47, Trotter's Whoa & Go West BB \$372.00, Van Diest Supply Co \$5,663.00, Weathercraft \$370.00, Wenquist Inc. \$952.55, \$357.99, Total - \$220,791.52, Bi-Weekly Payroll (9/11/24) \$73,433.16, Total \$294,224.68.

Under new business, moved by Smith, seconded by Wassom to approve Resolution 2024-09, establishing a policy for the payment of payroll, payroll associated expenses, and other recurring monthly expenses prior to the approval of claims by the city council of Broken Bow. Administrator Schmidt stated that this resolution allows the city to pay certain payroll and other recurring monthly expenses when their due date falls prior to a city council meeting to avoid paying late charges. Roll Call Vote: Voting aye: Smith, Wassom, Myers, and Holland. Nays: None. Motion carried.

Moved by Smith, seconded by Holland to open a public hearing at 6:07 pm regarding Ordinance 1290, 2024-2025 Annual Appropriation Bill. Roll Call vote: Voting aye: Smith, Wassom, Myers, and Holland. Nays: None. Motion carried. Discussion was held. Mona Weatherly asked if there was anything that the public needed to be aware of if they missed the Budget Hearing. Administrator Schmidt explained that the only items that have changed were the sales tax infrastructure spending which now reflects the Eagle Crest funds, the Health Insurance lines for fiscal year 2023-2024, and added funds for the electrical department for equipment repairs. He further stated that if council approves the budget documents, we will re-run the notice in the newspaper with the new figures. He ended by saying that overall the percentages have not changed from the original notice that was released because there were not enough changes to affect them. Moved by Myers, seconded by Wassom to close public hearing at 6:09 pm. Roll Call vote: Voting aye: Smith, Wassom, Myers, and Holland. Nays: None. Motion carried.

After discussing the matter, Councilmember Wassom introduced Ordinance No. 1290 entitled "AN ORDINANCE TO ADOPT THE BUDGET STATEMENT TO BE TERMED THE ANNUAL APPROPRIATION BILL; TO APPROPRIATE SUMS FOR NECESSARY EXPENSES AND LIABILITIES; TO PROVIDE FOR AN EFFECTIVE DATE" and moved that the statutory rule requiring reading on three different days be suspended. Councilmember Smith seconded the motion. The Mayor stated the motion and instructed the Clerk to call the roll. The Clerk called the roll, and the following was the vote: Ayes: Smith, Wassom, Myers, and Holland. Nays: None. Motion carried. The motion to suspend the rules was adopted by three-fourths of the Council and the statutory rule was declared suspended for the consideration of said Ordinance. Said Ordinance was then read by title and thereafter Councilmember Smith moved for final passage and approval of the Ordinance, which motion was seconded by Councilmember Wassom. Upon roll call vote, the vote was as follows: Ayes: Smith, Wassom, Myers, and Holland. Nays: None. Motion carried. The passage and adoption of said Ordinance having been concurred by a majority of all members of the Council, the Mayor declared the Ordinance adopted.



Moved by Smith, seconded by Holland to approve Resolution 2024-10, Approving the 1% Increase to Restricted Funds. Roll Call Vote: Voting aye: Smith, Wassom, Myers, and Holland. Nays: None. Motion carried.

Moved by Myers, seconded by Wassom to open a public hearing at 6:10 pm regarding Resolution 2024-11, Setting the Final Property Tax Request for 2024-2025. Roll Call vote: Voting aye: Smith, Wassom, Myers, and Holland. Nays: None. Motion carried. There were no questions or comments. Moved by Wassom, seconded by Myers to close public hearing at 6:10 pm. Roll Call vote: Voting aye: Smith, Wassom, Myers, and Holland. Nays: None. Motion carried.

Moved by Smith, seconded by Myers to approve Resolution 2024-11, Setting the Final Property Tax Request for 2024-2025. Roll Call Vote: Voting aye: Smith, Wassom, Myers, and Holland. Nays: None. Motion carried.

Moved by Wassom, seconded by Holland to open a public hearing at 6:11 pm regarding Ordinance 1291, 2024-2025 Wage Ordinance. Roll Call vote: Voting aye: Smith, Wassom, Myers, and Holland. Nays: None. Motion carried. Discussion was held. Administrator Schmidt said the changes for 2024-2025 consisted of the minimum wage increase for hourly employees to \$13.50 that takes effect on January 1, 2025, the new anticipated position of Emergency Services Department Head, and adjustments to the maximum pay numbers to reflect the COLA increases. There were no other questions or comments. Moved by Myers, seconded by Wassom to close public hearing at 6:13 pm. Roll Call vote: Voting aye: Smith, Wassom, Myers, and Holland. Nays: None. Motion carried.

After discussing the matter, Councilmember Holland introduced Ordinance No. 1291 entitled "AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF BROKEN BOW, NEBRASKA, AMENDING THE SALARIES OF OFFICERS AND EMPLOYEES; PAY PLAN FOR ALL CLASSIFICATIONS WITHIN THE CITY; AND MONTHLY SALARY OR HOURLY WAGE RANGES FOR EACH INDIVIDUAL CLASSIFICATION" and moved that the statutory rule requiring reading on three different days be suspended. Councilmember Smith seconded the motion. The Mayor stated the motion and instructed the Clerk to call the roll. The Clerk called the roll, and the following was the vote: Ayes: Smith, Wassom, Myers, and Holland. Nays: None. Motion carried. The motion to suspend the rules was adopted by three-fourths of the Council and the statutory rule was declared suspended for the consideration of said Ordinance. Said Ordinance was then read by title and thereafter Councilmember Wassom moved for final passage and approval of the Ordinance, which motion was seconded by Councilmember Smith. Upon roll call vote, the vote was as follows: Ayes: Smith, Wassom, Myers, and Holland. Nays: None. Motion carried. The passage and adoption of said Ordinance having been concurred by a majority of all members of the Council, the Mayor declared the Ordinance adopted.

Moved by Smith, seconded by Holland to open a public hearing at 6:14 pm regarding Resolution 2024-12, Approving the One and Six Year Plan. Roll Call vote: Voting aye: Smith, Wassom, Myers, and Holland. Nays: None. Motion carried. Steve Parr, Street Superintendent, went over the plan and stated that there were no changes from the previous year. He noted that Project 115, the

Eagle Crest Subdivision project, is anticipated to be completed this fiscal year. Project 116, is the low water crossing potential project on 15<sup>th</sup> Ave and Mud Creek, and project 117 is a potential project to address some ADA curb ramps in the southeast part of town. He also highlighted the remainder of the potential projects on the One and Six year plan and reminded council that if the resolution is approved and adopted at the meeting, changes can still be made if they need to be. Moved by Myers, seconded by Wassom to close public hearing at 6:19 pm. Roll Call vote: Voting aye: Smith, Wassom, Myers, and Holland. Nays: None. Motion carried.

Moved by Myers, seconded by Holland to approve Resolution 2024-12, Approving the One and Six Year Plan. Roll Call Vote: Voting aye: Smith, Wassom, Myers, and Holland. Nays: None. Motion carried.

There were no public comments.

Under Mayor and council comments, Councilmember Holland made the suggestion of having council members, the mayor, and the city administrator make a yearly visit to all city departments to assess their current needs. Administrator Schmidt also thanked the city staff, city council, and Dana F. Cole for all the work that went into the budget process and said he was very thankful for the team that he has.

Moved by Smith, seconded by Myers, to enter into Closed Session at 6:22 pm for the purpose of the evaluation of the job performance of the City Administrator, to include the Mayor, City Council members, City Attorney Jason White and Administrator Schmidt. Roll Call Vote: Voting aye: Smith, Wassom, Myers, and Holland. Nays: None. Motion carried.

Moved by Holland, seconded by Wassom, to exit Closed Session at 7:20 pm. Roll Call Vote: Voting aye: Smith, Wassom, Myers, and Holland. Nays: None. Motion carried.

Moved by Wassom, seconded by Myers, to adjourn the City Council meeting at 7:24 PM. Roll Call vote: Voting aye: Smith, Wassom, and Holland. Nays: None. Motion Carried.

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Rodney W. Sonnichsen, Mayor

ATTEST:

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Jennifer Waterhouse, City Clerk



## Accounts Payable Detail Listing

City of Broken Bow

<u>Vend#</u>	<u>Vendor Name</u>	<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>
	<u>Account#</u>			<u>Work Order</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>
<b>Aflac</b>										
36318	9/25/2024	9/25/2024			442.79					Posted
	01-1501.00					PRE TAX AFLAC			442.79	0.00
36319	9/25/2024	9/25/2024			119.50					Posted
	01-1501.00					AFLAC POST TAX			119.50	0.00
36340	10/8/2024	10/8/2024			67.02					Posted
	01-1501.00					Dave Aflac			67.02	0.00
<b>Bohlmann Inc</b>										
36334	10/8/2024	10/8/2024			152.40	B16548				Posted
	09-3339.00					Maint/repair grounds			152.40	0.00
<b>Broken Bow Airport Authority</b>										
36335	10/8/2024	10/8/2024			1,083.33	October 2024				Posted
	01-3409.00					Airport Interlocal Agreement			1,083.33	0.00
<b>Broken Bow Chamber of Commerce</b>										
36336	10/8/2024	10/8/2024			5,985.00	Sept 2024				Posted
	05-3334.00					ambulance incentive			5,985.00	0.00
<b>Broken Bow Golf Club</b>										
36337	10/8/2024	10/8/2024			400.00	10012				Posted
	01-3212.00					Rental for clubhouse-employee appreciat			400.00	0.00
<b>Broken Bow Municipal Utilities</b>										
36338	10/8/2024	10/8/2024			6,257.02					Posted
	01-3213.00					General - Radio/Weather Station Tower			36.10	0.00
	02-3220.00					Pub Bldg - Utilities/Trash			878.58	0.00
	04-3220.00					Police - Utilities/Trash Removal			511.21	0.00
	04-3315.00					Police -Dog Pound Utilities			60.66	0.00
	07-3220.00					Library - Utilities/Trash Removal			963.83	0.00
	08-3220.00					Street - Utilities/Trash			425.88	0.00
	08-3220.00					Street - Blue shop Utilities/Trash			33.19	0.00
	09-3220.00					Parks - Utilities/Trash Removal			212.93	0.00
	09-3220.00					Parks - Shop Utilities/Trash Removal			1,908.89	0.00
	10-3220.00					Swim Pool - Utilities/Trash Removal			1,176.60	0.00
	11-3220.00					Tree Dump - Utilities			49.15	0.00
									6,257.02	0.00
<b>Police Capital One</b>										
36339	10/8/2024	10/8/2024			206.34					Posted
	04-3312.00					Uniform pants			157.76	0.00
	04-3205.00					Fuel & Meals for conference			48.58	0.00
									206.34	0.00
<b>Card Services</b>										
36341	10/8/2024	10/8/2024			146.00					Posted
	01-3223.00					Postage			146.00	0.00
<b>Streets-4834 Card Services 4834</b>										
36342	10/8/2024	10/8/2024			366.43					Posted
	03-3222.00					Cleaner			12.39	0.00
	09-3225.00					Fuel 90%			339.30	0.00
	10-3311.00					Sign stickers			14.74	0.00
									366.43	0.00
<b>Card Services</b>										
36368	10/8/2024	10/8/2024			351.76					Posted
	04-3205.00					Fuel and meals 406 K9 Training			351.76	0.00
<b>Dave-0609 Card Services 0609</b>										
36345	10/8/2024	10/8/2024			5,581.85					Posted
	12-4200.00					Flood vents-FEMA compliance			5,315.88	0.00
	01-3420.00					Fuel			35.20	0.00
	01-3223.00					Office Supplies			29.58	0.00
	01-3223.00					Office Supplies			71.68	0.00
	02-3205.00					Open enrollment breakfast			129.51	0.00
									5,581.85	0.00
<b>Police Century Link</b>										
36369	10/8/2024	10/8/2024			334.13					Posted
	04-3221.00					ACCT# 333849044			334.13	0.00



## Accounts Payable Detail Listing

City of Broken Bow

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	<u>Account#</u>	<u>Work Order</u>				<u>Description</u>			<u>Debit</u>	<u>Credit</u>
POOL-5177	<b>Century Link (continued)</b>									
36370	10/8/2024	10/8/2024			135.38					Posted
	10-3221.00					Pool-Basic & credit card			135.38	0.00
36371	10/8/2024	10/8/2024			88.69					Posted
	01-3221.00					General -Basic & Long Distance Radio			88.69	0.00
36372	10/8/2024	10/8/2024			98.75					Posted
	08-3221.00					ACCT# 333594161 Phone Basic & long dis			49.38	0.00
	09-3221.00					ACCT# 333594161 Phone Basic & long dis			49.37	0.00
									98.75	0.00
	<b>City Flex Benefit Plan</b>									
36320	9/25/2024	9/25/2024			225.00					Posted
	01-1501.00					SELECT FLEX-UNREIMBURSED M/D/V			225.00	0.00
Insurance Reimb	<b>City of Broken Bow</b>									
36333	9/25/2024	9/25/2024			25.50					Posted
	01-1501.00					FAMILY HERITAGE-CITY			25.50	0.00
	<b>City of Broken Bow - Health Insurance</b>									
36330	9/25/2024	9/25/2024			3,507.51					Posted
	01-1501.00					HEALTH INSURANCE			3,507.51	0.00
	<b>City of Broken Bow Pension Fund</b>									
36321	9/25/2024	9/25/2024			2,324.80					Posted
	01-1513.00					RETIREMENT LOAN PAYMENT			2,324.80	0.00
36322	9/25/2024	9/25/2024			9,780.26					Posted
	01-1502.00					414H RETIREMENT			9,780.26	0.00
36323	9/25/2024	9/25/2024			996.82					Posted
	01-1502.00					457 RETIREMENT			996.82	0.00
	<b>Colonial Insurance</b>									
36316	9/25/2024	9/25/2024			423.92					Posted
	01-1501.00					COLONIAL LIFE PRE TAX			423.92	0.00
36317	9/25/2024	9/25/2024			329.52					Posted
	01-1501.00					COLONIAL LIFE POST TAX			329.52	0.00
36343	10/8/2024	10/8/2024			546.08					Posted
	01-1501.00					Dave September			470.64	0.00
	01-1501.00					Company paid September			75.44	0.00
									546.08	0.00
	<b>Consolidated Management Co.</b>									
36344	10/8/2024	10/8/2024			116.85					Posted
	04-3205.00					Meals 403 firearm training			116.85	0.00
	<b>Credit Management Services</b>									
36329	9/25/2024	9/25/2024			5.48					Posted
	01-1504.00					WAGE GARNISHMENT - Plaintiff			5.48	0.00
	<b>Custer County Construction Inc.</b>									
36380	10/8/2024	10/8/2024			24,987.00	432				Posted
	02-3411.00					Flood repairs-offices			24,987.00	0.00
	<b>Custer County Treasurer</b>									
36346	10/8/2024	10/8/2024			19,386.68					Posted
	01-3217.00					Interlocal Agreement-October 2024			19,386.68	0.00
	<b>Custer Public Power</b>									
36347	10/8/2024	10/8/2024			50.39					Posted
	11-3220.00					CD Cell Power			50.39	0.00
	<b>EFTPS Online Payment</b>									
36325	9/25/2024	9/25/2024			3,070.14					Posted
	01-1500.00					MEDICARE			3,070.14	0.00
36326	9/25/2024	9/25/2024			7,642.57					Posted
	01-1500.00					FEDERAL MARRIED			3,904.40	0.00
	01-1500.00					FEDERAL SINGLE			2,726.74	0.00
	01-1500.00					Federal Head of Household			408.56	0.00
	01-1500.00					2020 Federal Single			257.85	0.00
	01-1500.00					2020 Federal Married			345.02	0.00
									7,642.57	0.00
36327	9/25/2024	9/25/2024			13,127.12					Posted
	01-1500.00					SOCIAL SECURITY			13,127.12	0.00

## Accounts Payable Detail Listing

City of Broken Bow

<u>Vend#</u>	<u>Vendor Name</u>	<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>
	<u>Account#</u>	<u>Work Order</u>				<u>Description</u>			<u>Debit</u>	<u>Credit</u>
<b>EZ IT Solutions (continued)</b>										
36349	10/8/2024	10/8/2024		2,765.00	7616					Posted
	01-3438.00					IT Services			460.83	0.00
	04-3438.00					IT Services			460.83	0.00
	05-3438.00					IT Services			230.43	0.00
	06-3438.00					IT Services			230.42	0.00
	07-3438.00					IT Services			460.83	0.00
	08-3438.00					IT Services			460.83	0.00
	09-3438.00					IT Services			460.83	0.00
									<u>2,765.00</u>	<u>0.00</u>
36350	10/8/2024	10/8/2024		2,330.08	7602/3					Posted
	01-3438.00					IT Services			1,165.04	0.00
	07-3438.00					IT Services			1,165.04	0.00
									<u>2,330.08</u>	<u>0.00</u>
36351	10/8/2024	10/8/2024		10,239.87	7607					Posted
	02-3311.00					IT Services-Flood repairs			10,239.87	0.00
<b>Eakes Office Products</b>										
36348	10/8/2024	10/8/2024		255.60						Posted
	01-3223.00					Paper			104.48	0.00
	01-3223.00					Office Supplies			151.12	0.00
									<u>255.60</u>	<u>0.00</u>
<b>First Response Billing Associates, LLC</b>										
36373	10/8/2024	10/8/2024		1,556.56	1007					Posted
	05-3336.00					EMS Billing			1,556.56	0.00
<b>Great Plains Communications</b>										
36374	10/8/2024	10/8/2024		150.00						Posted
	08-3221.00					Internet			75.00	0.00
	09-3221.00					Internet			75.00	0.00
									<u>150.00</u>	<u>0.00</u>
36375	10/8/2024	10/8/2024		84.95						Posted
	02-3438.00					Internet-downtown bathroom			84.95	0.00
36381	10/8/2024	10/8/2024		154.58	ACCT# 119895					Posted
	07-3221.00					Internet			154.58	0.00
<b>Grocery Kart</b>										
36352	10/8/2024	10/8/2024		45.33	ACCT# 5831					Posted
	10-3310.00					Pool supplies			45.33	0.00
36376	10/8/2024	10/8/2024		3.23						Posted
	02-3223.00					Supplies			3.23	0.00
<b>Hometown Leasing</b>										
36353	10/8/2024	10/8/2024		291.12	ACCT# 12799978					Posted
	01-3216.00					copier lease-oct 2024			291.12	0.00
36354	10/8/2024	10/8/2024		73.57	ACCT# 12799687					Posted
	07-3216.00					copier lease-oct 2024 library			73.57	0.00
<b>JEO</b>										
36355	10/8/2024	10/8/2024		1,293.50	154616/562/263					Posted
	12-4200.00					BB Flood risk reduction			287.75	0.00
	12-4200.00					Floodplain assistance			151.25	0.00
	12-4200.00					General engineering			854.50	0.00
									<u>1,293.50</u>	<u>0.00</u>
<b>Kirkpatrick Cleaning Solutions</b>										
36356	10/8/2024	10/8/2024		1,043.00	13528					Posted
	02-3419.01					Janitorial-Oct 2024			1,043.00	0.00
<b>1 Nebraska Child Support Payment Center</b>										
36324	9/25/2024	9/25/2024		899.09						Posted
	01-1503.00					CHILD SUPPORT-NE			899.09	0.00
<b>Nebraska Law Enforcement Training Center</b>										
36357	10/8/2024	10/8/2024		500.00	14325					Posted
	04-3205.00					403 Firearm (Rifle) Inst. training			500.00	0.00
36377	10/8/2024	10/8/2024		50.00	14362					Posted
	04-3205.00					Loding 402 Managemen training			50.00	0.00

## Accounts Payable Detail Listing

City of Broken Bow

<u>Vend#</u>	<u>Vendor Name</u>	<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>
	<u>Account#</u>			<u>Work Order</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>
	<b>Nebraska Mun Clerks Association (continued)</b>									
36358	10/8/2024	10/8/2024			150.00					Posted
	01-3206.00					Membership dues-Jennifer and Jacob			150.00	0.00
	<b>RT Ace, LLC</b>									
36359	10/8/2024	10/8/2024			19.18	ACCT#751				Posted
	04-3223.00					Mouse traps-Police			19.18	0.00
36378	10/8/2024	10/8/2024			10.26					Posted
	02-3311.00					Supplies			10.26	0.00
	<b>S&amp;L Sanitary Service</b>									
36379	10/8/2024	10/8/2024			90.00					Posted
	09-3219.00					Pool trash removal			90.00	0.00
	<b>Sara J. Hulinsky</b>									
36360	10/8/2024	10/8/2024			837.00					Posted
	07-3419.01					cleaning service - sept 2024			837.00	0.00
	<b>Schaper and White Law Firm</b>									
36361	10/8/2024	10/8/2024			3,028.00	2220				Posted
	01-3214.00					legal fees			3,000.00	0.00
	01-3223.20					legal fees			28.00	0.00
									3,028.00	0.00
	<b>State Income Tax WH NE Online Payment</b>									
36328	9/25/2024	9/25/2024			3,763.71					Posted
	01-1500.00					STATE MARRIED			2,259.82	0.00
	01-1500.00					STATE SINGLE			1,503.89	0.00
									3,763.71	0.00
	<b>Statewide Collection LLC</b>									
36332	9/25/2024	9/25/2024			15.95					Posted
	01-1504.00					Wage Garnishment-Plaintiff			15.95	0.00
	<b>Steve Scott</b>									
36362	10/8/2024	10/8/2024			58.29					Posted
	04-3205.00					EPC, meals and training			41.44	0.00
	04-3223.00					AA Batteries			16.85	0.00
									58.29	0.00
	<b>Super Vacuum Manufacturing</b>									
36363	10/8/2024	10/8/2024			399.21	131007				Posted
	05-3410.00					Graphics for 2013 Chevy pickup			399.21	0.00
	<b>TX Child Support SDU</b>									
36331	9/25/2024	9/25/2024			410.23					Posted
	01-1503.00					CHILD SUPPORT-TX			410.23	0.00
	<b>The Olson Group</b>									
36364	10/8/2024	10/8/2024			2,534.00	2271				Posted
	01-3104.00					Insurance consulting services			2,534.00	0.00
	<b>Tracker Systems</b>									
36365	10/8/2024	10/8/2024			16.99	278306				Posted
	03-3438.00					Handi-Bus tracker			16.99	0.00
	<b>Ty Taylor</b>									
36366	10/8/2024	10/8/2024			268.11					Posted
	08-3410.01					Boots reimbursement			268.11	0.00
	<b>Verizon Wireless</b>									
36367	10/8/2024	10/8/2024			320.08					Posted
	04-3221.00					Police Internet for Ipad			320.08	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>

142,018.52	66 Non-voided payables listed.
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Report Setup

AP - Accounts Payable Listing : Vendor Name

Filter Options

Starting: 9/25/2024

Ending: 10/8/2024

Banks: All

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

All Vendors Selected

Biweekly payroll 9/25/24 \$76,341.77

# Check Approval List - GL Account

10/4/2024 2:29:20 PM

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>
<b>General</b>				
Aflac		PRE TAX AFLAC	Health/Life/Acc Insuranc	442.79
Aflac		AFLAC POST TAX	Health/Life/Acc Insuranc	119.50
Aflac		Dave Aflac-Sept	Health/Life/Acc Insuranc	67.02
Broken Bow Airport Authority	October 2	Airport Interlocal Agreement	Airport Payment	1,083.33
Broken Bow Golf Club	10012	Rental of clubhouse-employee appreciation	City Promotions	400.00
Broken Bow Municipal Utilities		Utilities	Weather Station Expens	36.10
Card Services			Supplies & Postage	146.00
Card Services 0609		Flood vents FEMA Compliance, fuel, office :	Supplies & Postage	29.58
Card Services 0609		Flood vents FEMA Compliance, fuel, office :	Supplies & Postage	71.68
Card Services 0609		Flood vents FEMA Compliance, fuel, office :	Admin Vehicle	35.20
Century Link		Acct# 334113167 Phone basic & long distar	Telephone/Internet	88.69
City Flex Benefit Plan		SELECT FLEX-UNREIMBURSED M/D/V	Health/Life/Acc Insuranc	225.00
City of Broken Bow		FAMILY HERITAGE-CITY	Health/Life/Acc Insuranc	25.50
City of Broken Bow - Health Insurance		HEALTH INS	Health/Life/Acc Insuranc	3,507.51
City of Broken Bow Pension Fund		414H RETIREMENT	Pension	9,780.26
City of Broken Bow Pension Fund		457 RETIREMENT	Pension	996.82
City of Broken Bow Pension Fund		RETIREMENT LOAN PAYMENT	Loan Payment	2,324.80
Colonial Insurance		COLONIAL LIFE PRE TAX	Health/Life/Acc Insuranc	423.92
Colonial Insurance		COLONIAL LIFE POST TAX	Health/Life/Acc Insuranc	329.52
Colonial Insurance		Dave/company paid Sept insurances	Health/Life/Acc Insuranc	470.64
Colonial Insurance		Dave/company paid Sept insurances	Health/Life/Acc Insuranc	75.44
Credit Management Services		WAGE GARNISHMENT - Plaintiff	Wage Garnishment	5.48
Custer County Treasurer		Interlocal Agreement-October 2024	Radio Communications	19,386.68
EFTPS Online Payment		MEDICARE	Payroll Taxes	3,070.14
EFTPS Online Payment		FEDERAL	Payroll Taxes	3,904.40
EFTPS Online Payment		FEDERAL	Payroll Taxes	2,726.74
EFTPS Online Payment		FEDERAL	Payroll Taxes	408.56
EFTPS Online Payment		FEDERAL	Payroll Taxes	257.85
EFTPS Online Payment		FEDERAL	Payroll Taxes	345.02
EFTPS Online Payment		FICA	Payroll Taxes	13,127.12
EZ IT Solutions	7602/3	IT Services	IT Expense	1,165.04
EZ IT Solutions	7616	IT Services-Monthly services	IT Expense	460.83
Eakes Office Products		ACCT# 309621 Office Supplies	Supplies & Postage	104.48
Eakes Office Products		ACCT# 309621 Office Supplies	Supplies & Postage	151.12
Hometown Leasing	ACCT# 12	copier lease-oct 2024	Copier Maint/Expense	291.12
Nebraska Child Support Payment Center		CHILD SUPPORT-NE	Child Support	899.09
Nebraska Mun Clerks Association		Membership dues-Jennifer and Jacob	Association Dues	150.00
Schaper and White Law Firm	2220	Legal and filing fees	Legal Fees	3,000.00
Schaper and White Law Firm	2220	Legal and filing fees	Filing Fees	28.00
State Income Tax WH NE Online Paymer		STATE	Payroll Taxes	2,259.82
State Income Tax WH NE Online Paymer		STATE	Payroll Taxes	1,503.89
Statewide Collection LLC		Wage Garnishment-Plaintiff	Wage Garnishment	15.95
TX Child Support SDU		CHILD SUPPORT-TX	Child Support	410.23
The Olson Group	2271	Insurance consulting services	Health Insurance	2,534.00
			<b>Total General</b>	<b>\$76,884.86</b>
<b>Municipal Building</b>				
Broken Bow Municipal Utilities		Utilities	Utilities	878.58
Card Services 0609		Flood vents FEMA Compliance, fuel, office :	Training & Meeting Expe	129.51
Custer County Construction Inc.	432	Flood repairs-offices	Building Improvements	24,987.00
EZ IT Solutions	7607	IT Services-Flood repairs	Maintenance & Repair B	10,239.87
Great Plains Communications		ACCT# 195124 Internet downtown bathroom	IT Expense	84.95
Grocery Kart		Acct# 5831	Supplies & Postage	3.23
Kirkpatrick Cleaning Solutions	13528	Janitorial-Oct 2024	Contracted Services	1,043.00
RT Ace, LLC		ACCT# 1293	Maintenance & Repair B	10.26
			<b>Total Municipal Building</b>	<b>\$37,376.40</b>
<b>Handi Bus</b>				
Card Services 4834			Miscellaneous Expense	12.39
Tracker Systems	278306	Handi-Bus tracker	IT Expense	16.99
			<b>Total Handi Bus</b>	<b>\$29.38</b>
<b>Police</b>				

# 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>
<b>Police</b>				
Broken Bow Municipal Utilities		Utilities	Utilities	511.21
Broken Bow Municipal Utilities		Utilities	Dog Care	60.66
Capital One		Uniforms, fuel, and meals	Training & Meeting Expe	48.58
Capital One		Uniforms, fuel, and meals	Uniforms	157.76
Card Services		Fuel and meals 406 K9 Training	Training & Meeting Expe	351.76
Century Link		ACCT# 333849044	Telephone/Internet	334.13
Consolidated Management Co.			Training & Meeting Expe	116.85
EZ IT Solutions	7616	IT Services-Monthly services	IT Expense	460.83
Nebraska Law Enforcement Training Cen	14325	403 Firearm (Rifle) Inst. training	Training & Meeting Expe	500.00
Nebraska Law Enforcement Training Cen	14362	Loding 402 Managemen training	Training & Meeting Expe	50.00
RT Ace, LLC	ACCT#75	Mouse traps-Police	Supplies & Postage	19.18
Steve Scott		Reimburse meals, EPC, training, and batter	Training & Meeting Expe	41.44
Steve Scott		Reimburse meals, EPC, training, and batter	Supplies & Postage	16.85
Verizon Wireless		telephone-Police	Telephone/Internet	320.08
Total Police				\$2,989.33
<b>Rescue Unit</b>				
Broken Bow Chamber of Commerce	Sept 2024	ambulance incentive	Ambulance Driver Incent	5,985.00
EZ IT Solutions	7616	IT Services-Monthly services	IT Expense	230.43
First Response Billing Associates, LLC	1007	EMS Billing	Insurance Aid Fees	1,556.56
Super Vacuum Manufacturing	131007	Graphics for 2013 Chevy pickup	Equipment Purchases	399.21
Total Rescue Unit				\$8,171.20
<b>Fire</b>				
EZ IT Solutions	7616	IT Services-Monthly services	IT Expense	230.42
Total Fire				\$230.42
<b>Library</b>				
Broken Bow Municipal Utilities		Utilities	Utilities	963.83
EZ IT Solutions	7602/3	IT Services	IT Expense	1,165.04
EZ IT Solutions	7616	IT Services-Monthly services	IT Expense	460.83
Great Plains Communications	ACCT# 11	Internet - Library	Telephone/Internet	154.58
Hometown Leasing	ACCT# 12	copier lease-oct 2024 library	Copier Maint/Expense	73.57
Sara J. Hulinsky		cleaning service - sept 2024	Contracted Services	837.00
Total Library				\$3,654.85
<b>Street</b>				
Broken Bow Municipal Utilities		Utilities	Utilities	425.88
Broken Bow Municipal Utilities		Utilities	Utilities	33.19
Century Link		ACCT# 333594161 Phone basic & long dist	Telephone/Internet	49.38
EZ IT Solutions	7616	IT Services-Monthly services	IT Expense	460.83
Great Plains Communications		ACCT# 102490 Internet	Telephone/Internet	75.00
Ty Taylor		Boots reimbursement	Safety Equipment	268.11
Total Street				\$1,312.39
<b>Park</b>				
Bohlmann Inc	B16548	Maint/repair grounds	Maintenance/Repair Gro	152.40
Broken Bow Municipal Utilities		Utilities	Utilities	212.93
Broken Bow Municipal Utilities		Utilities	Utilities	1,908.89
Card Services 4834			Gas and Oil	339.30
Century Link		ACCT# 333594161 Phone basic & long dist	Telephone/Internet	49.37
EZ IT Solutions	7616	IT Services-Monthly services	IT Expense	460.83
Great Plains Communications		ACCT# 102490 Internet	Telephone/Internet	75.00
S&L Sanitary Service		ACCT# 223 Pool	Trash Removal	90.00
Total Park				\$3,288.72
<b>Swimming Pool</b>				
Broken Bow Municipal Utilities		Utilities	Utilities	1,176.60
Card Services 4834			Maintenance & Repair B	14.74
Century Link		ACCT#333945255 basic and credit card	Telephone/Internet	135.38
Grocery Kart	ACCT# 58	Pool supplies	Maint/Repair Equipment	45.33
Total Swimming Pool				\$1,372.05
<b>Sanitation</b>				
Broken Bow Municipal Utilities		Utilities	Utilities	49.15
Custer Public Power		CD Cell Power	Utilities	50.39
Total Sanitation				\$99.54
<b>ST Infra/Capital</b>				



## Check Approval List - GL Account

10/4/2024 2:29:20 PM

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>
ST Infra/Capital				
Card Services 0609		Flood vents FEMA Compliance, fuel, office :	Sales Tax Infra Projects	5,315.88
JEO	154616/5	BB Flood risk reduction, floodplain assistanc	Sales Tax Infra Projects	287.75
JEO	154616/5	BB Flood risk reduction, floodplain assistanc	Sales Tax Infra Projects	151.25
JEO	154616/5	BB Flood risk reduction, floodplain assistanc	Sales Tax Infra Projects	854.50
			Total ST Infra/Capital	\$6,609.38
				<hr/>
				<hr/>
				\$142,018.52

Report Selection: Check Approval List - GL Account

Date Range Selection: GL Posting Date

Starting Date: 9/25/2024

Ending Date: 10/8/2024

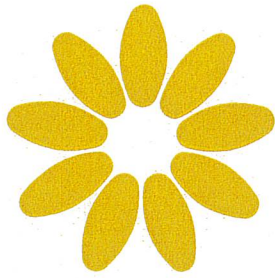
Banks: All

Bank Acct#:

Include Printed Checks: ☒

Biweekly payroll 9/25/24 \$76,341.77

[Return to agenda](#)



# Broken Bow's StoryWalk

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at Melham Park

**A StoryWalk combines reading and the great outdoors. It promotes early literacy, physical activity, and family time together in nature.**

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This project would be a partnership between the City of Broken Bow, the Broken Bow Parks Department, the Broken Bow Public Library, and the citizens of Broken Bow.

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Each page exhibit is made from heavy plastic and steel and is weather-resistant.

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The Broken Bow Public Library would change the story every 4-6 weeks.

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Each page exhibit would cost about \$315. We will need 25 pages, which will be spread out along the walking path at Melham Park.

The City will help with placement and installation. We aim to raise the funds by spring 2025 and begin planning and building that summer.

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The library will apply for a grant to cover some of the costs. We are also seeking donors to sponsor an exhibit/page. Donors can advertise on their stands. Individuals, businesses, or organizations can also sponsor the monthly book.

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The company we plan to use is Pannier. You can find more information on their website. <https://panniergraphics.com/exhibit-bases-frames/storywalk-exhibits/>

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Please contact Megan Svoboda at the Broken Bow Public Library.  
308-872-2927 [www.brokenbowlibrary.net](http://www.brokenbowlibrary.net)



How it might look.





# POLICE DEPARTMENT

116 SOUTH 11<sup>th</sup> AVENUE - BROKEN BOW, NE 68822 - 308-872-6424

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May 22, 2024

Yvonne Barker c/o Greg Barker  
P.O. Box 21  
Broken Bow, NE 68822

Dear Mr. Barker:

I am writing this letter to advise you of the property you own, at 118 South 15<sup>th</sup> Avenue Broken Bow, (Legal Description) DANIEL LEWIS ADD NW1/4 BLOCK 5 BROKEN BOW CITY, is in violation of our city zoning code and has been declared an unsafe building.

You are hereby notified that the House and Carport located on the premises above mentioned have been determined to be unsafe buildings and a nuisance after inspection by the Broken Bow Police Department. Included under the City Zoning Code Chapter 150.35, it describes an unsafe building as a danger to public health because of its condition. Age, lack of repair or any other causes are especially susceptible to fire and constitute or create a fire hazard. Other hazards are the railroad ties & a pile of deteriorated particle board next to the house. The house has been uninhabitable for several years and has been sitting and getting dilapidated along with the Carport. This type of condition may cause or aid in the spread of disease or injury and lack of proper repair is also one of the descriptions under the Code of unsafe building. It also causes valuations of the homes in the area to be lower.

I have enclosed a copy of the City Zoning Code, Chapter 150.35 to Chapter 150.37, for you to review.

You must remedy this condition or demolish the building within 60 days of the date of receipt of this notice or the city will proceed to do so. Appeal of this determination may be made to the City Council, acting as the Board of Appeals, by filing with the City Clerk or City Administrator within 10 days of the date of receipt of this notice to request a hearing.

Respectfully,

  
Steve Scott, Chief of Police

Cc: Rod Sonnichsen, Mayor  
Dave Schmidt, City Administrator  
Jennifer Waterhouse, City Clerk ✓  
Jason White, City Attorney



We are appealing the demolition of  
the house & carport at 118 S. 15<sup>th</sup> in  
Broken Bow, Ne..

I agree the rest of the lot needs  
cleaned up and will do so in the  
time frame allowed.

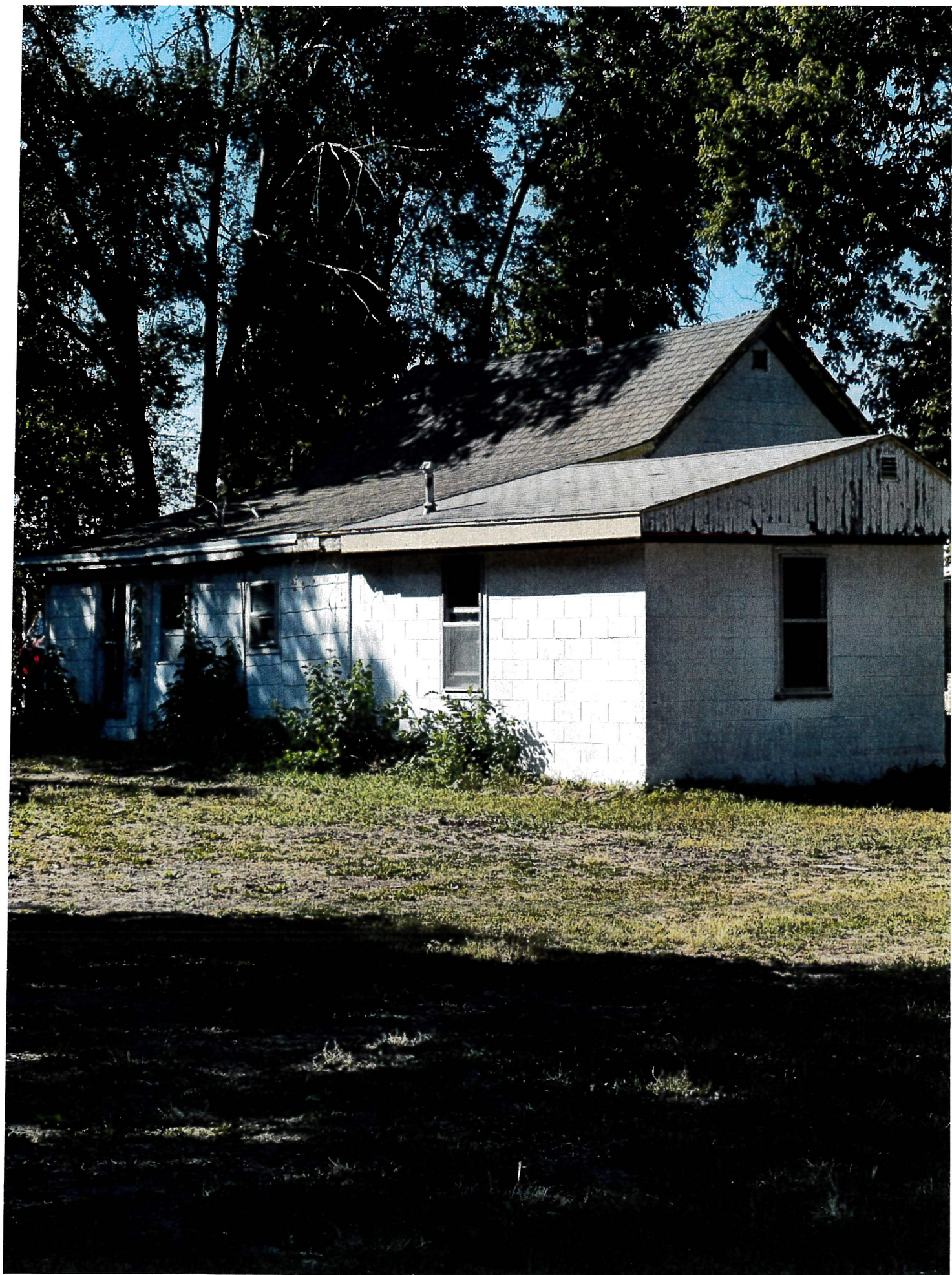
Greg Barker  
manager

6/4/24

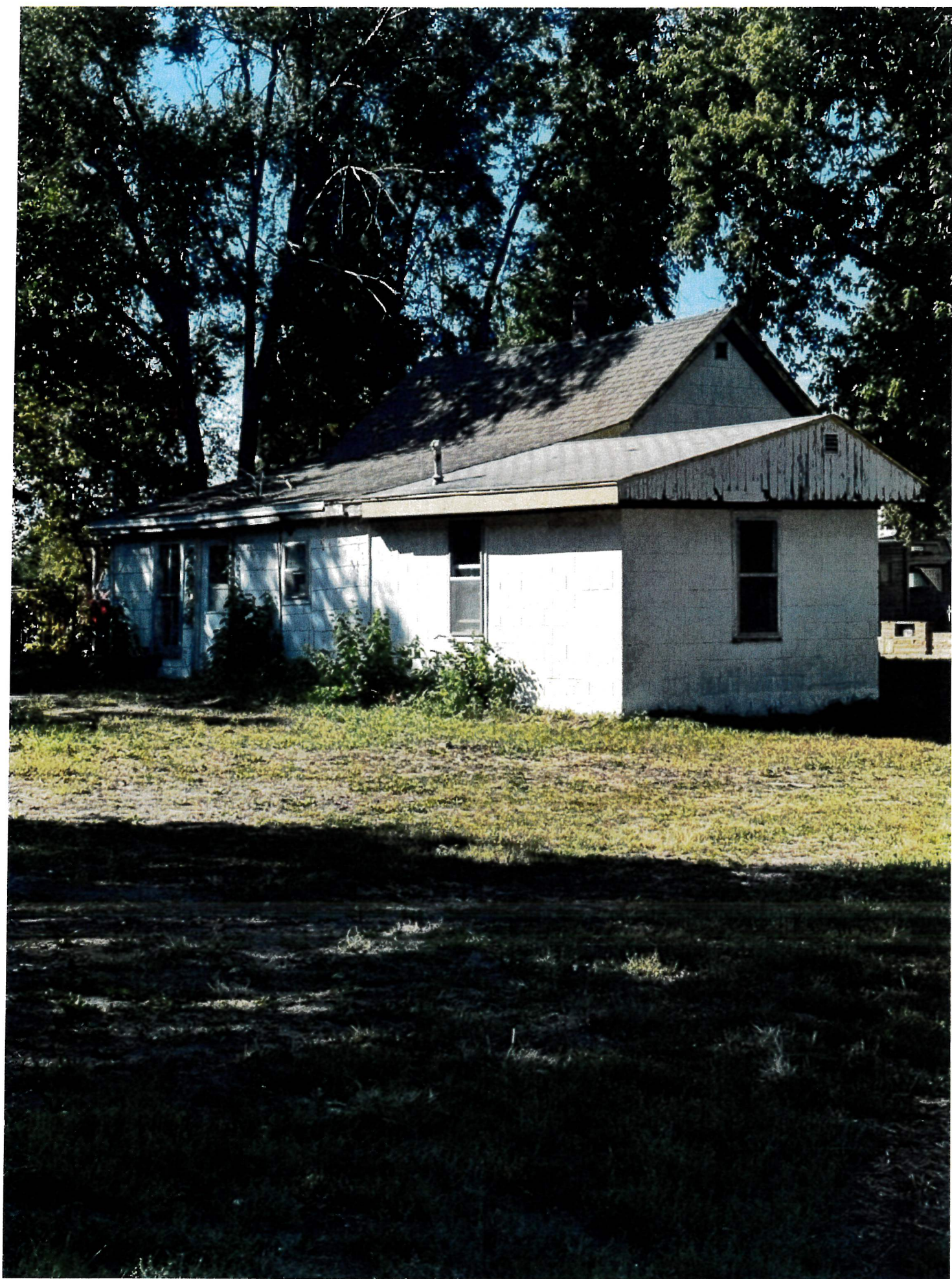




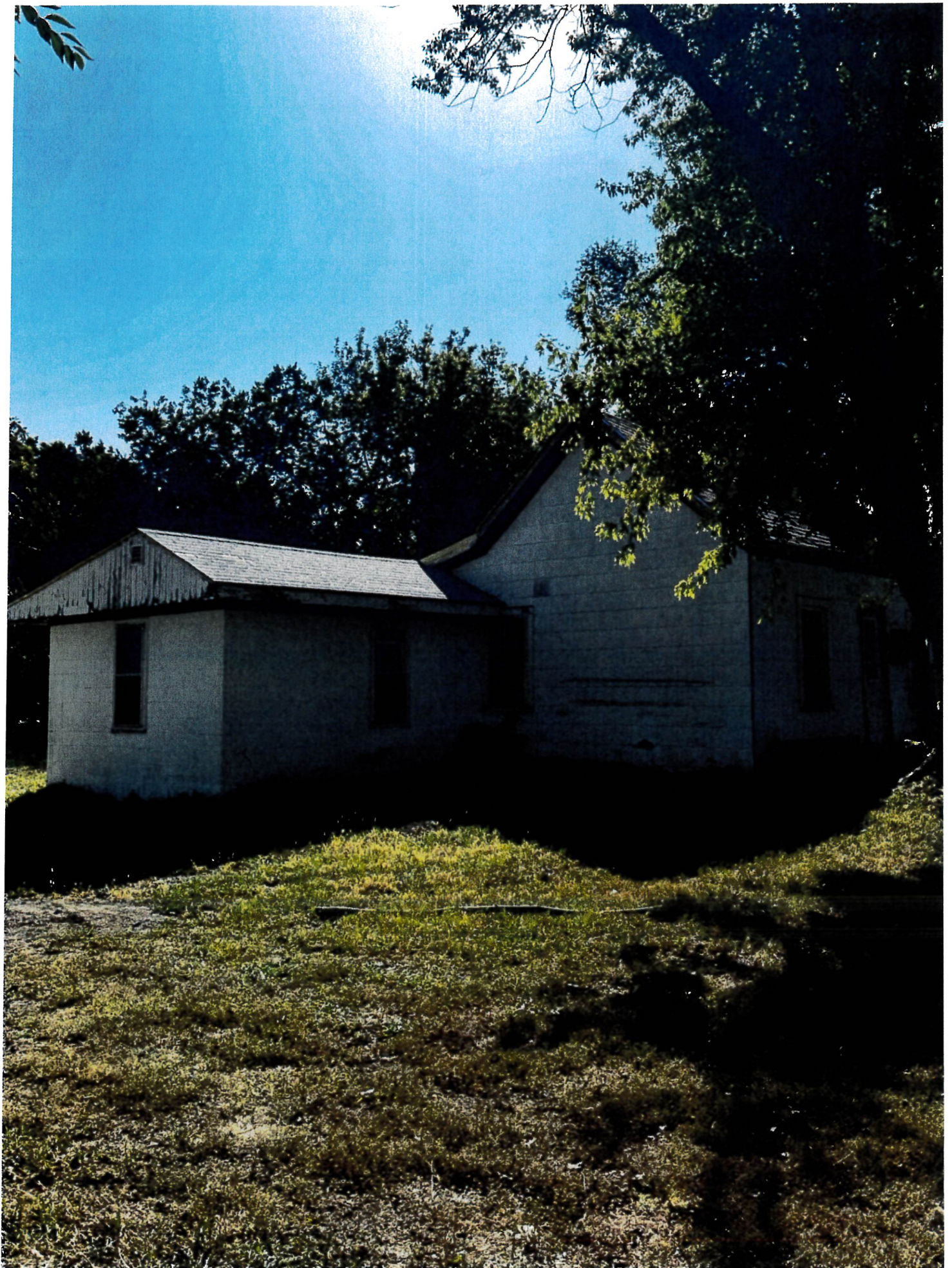












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N E B R A S K A

# POLICE DEPARTMENT

116 SOUTH 11<sup>th</sup> AVENUE – BROKEN BOW, NE 68822 - 308-872-6424

---

May 22, 2024

Barker Family Trust (James R. & Lucille I. Barker)  
P.O. Box 219  
Broken Bow, NE 68822

Dear Mr. Barker:

I am writing this letter to advise you of the property you own at 139 South 14<sup>th</sup> Avenue, Broken Bow, NE, LEGAL DESCRIPTION: DANIEL LEWIS ADD BLOCK 5 AND PAR BROKEN BOW CITY, is in violation of our City Zoning Code and has been declared as an unsafe building.

You are hereby notified that the House located on the premises above mentioned has been determined to be an unsafe building and a nuisance after inspection by the Broken Bow Police Department. Included under the City Zoning Code Chapter 150.35, it describes an unsafe building as a danger to public health because of its condition. The foundation is crumbling, age, and almost two years ago the house was partly torn down and was not completely finished and has had lack of proper repair. The House and Garage are considered unsafe because of age, lack of proper repair, and the buildings are deteriorating and becoming dilapidated. This type of condition may cause or aid in the spread of disease or injury and lack of proper repair is also one of the descriptions under the Code of unsafe buildings. It also causes valuations of the homes in the area to be lower.

I have enclosed a copy of the City Zoning Code, Chapter 150.35 to Chapter 150.37, for you to review.

You must remedy this condition or demolish the building within 60 days of the date of receipt of this notice or the city will proceed to do so. Appeal of this determination may be made to the City Council, acting as the Board of Appeals, by filing with the City Clerk or City Administrator within 10 days of the date of receipt of this notice to request a hearing.

Respectfully,

  
Steve Scott, Chief of Police

Cc: Rod Sonnichsen, Mayor  
Dave Schmidt, City Administrator  
Jennifer Waterhouse, City Clerk ✓  
Jason White, City Attorney

We are appealing the demolition of  
the house & garage at 139 S. 14<sup>th</sup>  
in Broken Bow, ne.

Ray Barker  
manager

6/3/24

Note: I wanted to turn this in on Monday  
6/3 but I had to take my mom to  
the emergency room in Kearney.

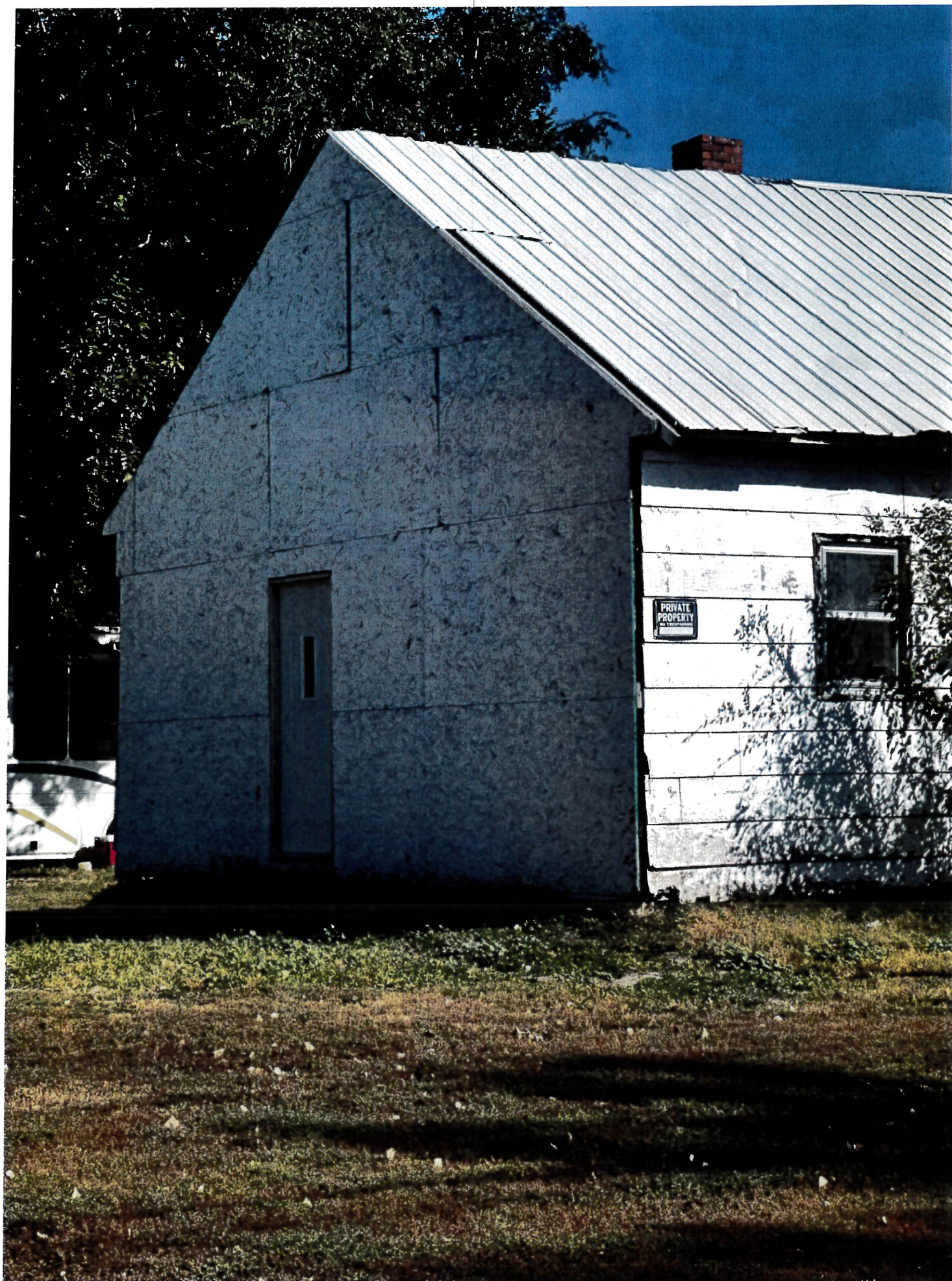








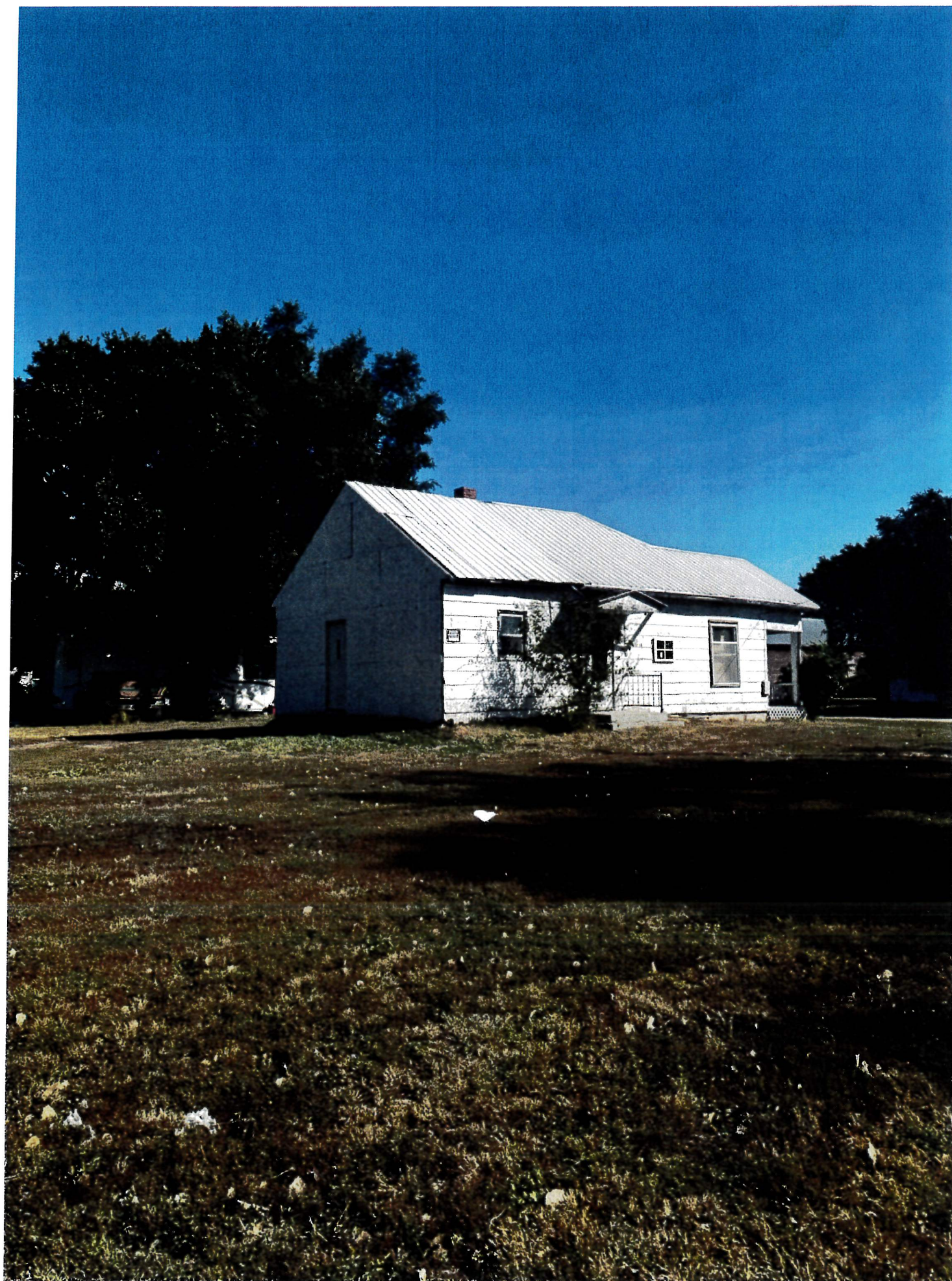




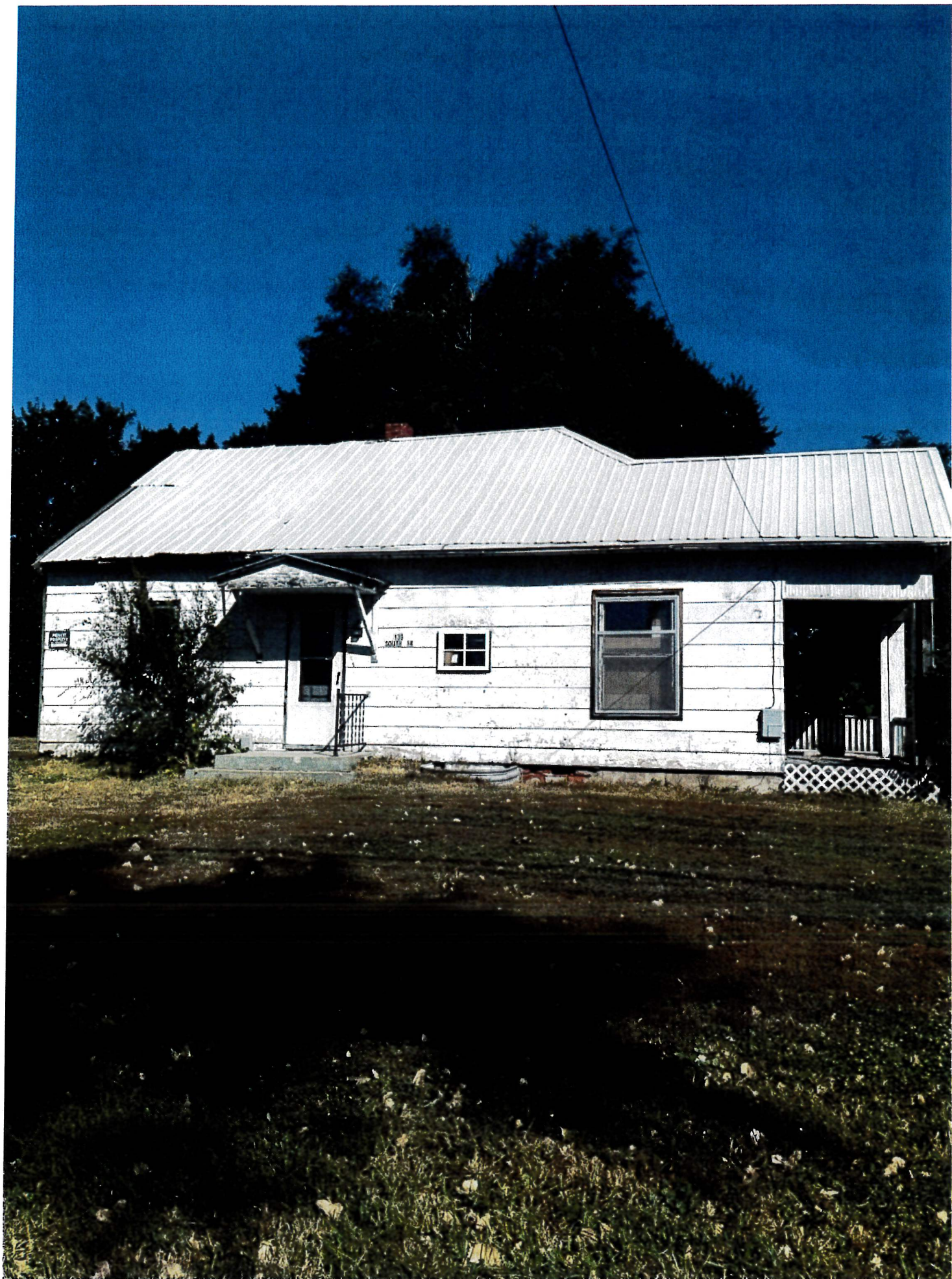
















N E B R A S K A

Rooted. But Not Standing Still.

## REQUEST FOR FUTURE AGENDA ITEM

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

Name: Anna Martin for Broken Bow Housing Authority

Address: 825 South 9th Ave., Broken Bow, NE 68822

Telephone #: 308-872-2850

Date of Request: Sept 12, 2024 for October 8th meeting

Description of Topic: Presentation of the Broken Bow Housing Authority

Present annual report and request PILOT waiver

Please return to the City Clerk at City Hall, by email ([kpeters@cityofbrokenbow.org](mailto:kpeters@cityofbrokenbow.org)), or by fax (308-872-6885).

**League Association of Risk Management  
2024-25 New Resolution**

RESOLUTION NO. 2024-13

WHEREAS, The City of Broken Bow is a member of the League Association of Risk Management (LARM);

WHEREAS, section 8.10 of the Interlocal Agreement for the Establishment and Operation of the League Association of Risk Management provides that a member may voluntarily terminate its participation in LARM by written notice of termination given to LARM and the Nebraska Director of Insurance at least 90 days prior to the desired termination given to and that members may agree to extend the required termination notice beyond 90 days in order to realize reduced excess coverage costs, stability of contribution rates and efficiency in operation of LARM; and

WHEREAS, the Board of Directors of LARM has adopted a plan to provide contribution credits in consideration of certain agreements by members of LARM as provided in the attached letter.

BE IT RESOLVED that the governing body of Broken Bow, Nebraska, in consideration of the contribution credits provided under the LARM Board's plan, agrees to:

- ☐ Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30, 2027. **(180 day and 3 year commitment; 5% discount)**
- ☐ Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30, 2026. **(180 day and 2 year commitment; 4% discount)**
- ☐ Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30, 2025. **(180 day notice only; 2% discount)**
- ☐ Provide written notice of termination at least 90 days prior to the desired termination date, which date shall be no sooner than September 30, 2027. **(90 day notice and 3 year commitment only; 2% discount)**
- ☐ Provide written notice of termination at least 90 days prior to the desired termination date, which date shall be no sooner than September 30, 2026. **(2 year commitment only; 1%)**
- ☐ Provide written notice of termination at least 90 days prior to the desired termination date, which date shall be no sooner than September 30, 2025. **(90 day Notice only)**

Adopted this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signature: \_\_\_\_\_

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

ATTEST: \_\_\_\_\_

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

Please email ([customerservice@LARMpool.org](mailto:customerservice@LARMpool.org)) or fax (402.476.4089) the completed resolution to LARM.





2024-25

Proposal

City of Broken Bow

COVERAGE	LIMITS AND APPLICABLE DEDUCTIBLES	ESTIMATED / ANNUAL CONTRIBUTION
Workers' Compensation	<i>PART ONE</i> Statutory Limits <i>PART TWO</i> \$500,000 Bodily Injury by Accident (each accident) \$500,000 Bodily Injury by Disease (each employee) \$500,000 Bodily Injury by Disease (policy limit)	\$58,684
General Liability	\$5,000,000 Per Occurrence \$5,000,000 Annual Aggregate \$0 Standard Deductible	\$19,502
Errors & Omissions Liability	\$5,000,000 Per Occurrence \$5,000,000 Annual Aggregate \$5,000 Deductible	\$2,714
Law Enforcement Liability	\$5,000,000 Per Occurrence \$5,000,000 Annual Aggregate \$5,000 Deductible	\$5,110
Automobile Liability	\$5,000,000 Combined Single Limit \$100,000 UM / UIM \$0 Standard Deductible	\$16,736
Automobile Physical Damage	Scheduled Per Occurrence Comprehensive Deductible Collision Deductible	\$22,992
Commercial Property	\$54,891,438 Total Insured Values \$5,000 Standard Deductible \$1,000 Contractors Equipment	\$211,486
* TOTAL ESTIMATED ANNUAL CONTRIBUTION:		\$337,224

ESTIMATED CONTRIBUTION CREDIT OPTIONS

180 Day Notice, 3-Year Commitment	180 Day Notice, 2-Year Commitment	180 Day Notice Only Commitment	90 Day Notice, 3-Year Commitment	90 Day Notice, 2-Year Commitment	90 Day Notice Only Commitment
5%	4%	2%	2%	1%	0%
\$337,224.00	\$340,773.73	\$347,873.18	\$347,873.18	\$351,422.91	\$354,972.63

\* Note: Total Estimated Annual Contribution renewal pricing is modeled on the 180 Day Notice, 3-Year Commitment option.



Amwins Insurance Brokerage, LLC  
909 E Republic Rd  
Suite E200  
Springfield, MO 65807  
  
amwins.com

Highstreet Insurance Services Central Inc  
940 Sourth E Street  
Broken Bow, NE 68822

RE: City of Broken Bow, Nebraska

## PROPERTY QUOTATION

Please find the attached quotation for City of Broken Bow, Nebraska. Here is a summary of the terms and conditions:

**INSURED:** City of Broken Bow, Nebraska

**MAILING ADDRESS:** PO Box 504  
Broken Bow, NE 68822

**CARRIER:** National Fire & Marine Insurance Company (Non-Admitted)  
AM Best Rating: A++ (Superior) XV

**PROPOSED POLICY PERIOD:** From 8/1/2024 to 8/1/2025  
12:01 A.M. Standard Time at the Mailing Address shown above

**QUOTE EXPIRATION DATE:** 8/1/2024

<b>POLICY PREMIUM:</b>	Premium	\$22,800.00
	Fees	\$350.00
	Surplus Lines Taxes and Fees	\$684.00
	<b>Total</b>	<b>\$23,834.00</b>

**TRIA OPTIONS:** TRIA can be purchased for an additional premium of \$456 plus applicable taxes and fees. Signed acceptance/rejection required at binding.

**MINIMUM EARNED PREMIUM:** 25%

**COMMISSION:** 11.000% of premium excluding fees and taxes

**SUBJECTIVITIES:** Completed/Signed Acord Application – Required to Bind  
Completed/Signed Terrorism Form – Required to Bind  
3 Years Loss Runs Up to & Including Inception Date – Required to Bind  
Current Color Photos of 2+ Sides of Scheduled Buildings – Required to Bind  
Overhead Diagram of Each Location (Outlines & Labels) – Required to Bind  
Completed Nebraska Regulatory Compliance (pg 1) – Required to Bind  
Completed Nebraska Diligent Effort (pg 2) – Required to Bind  
Completed/Signed Nebraska SL Consent Form (pg 3) – Required to Bind



**COMMENTS:**

No Coverage of the Building Containing the Jail. No Housing of Prisoners in any Scheduled Building  
Please Note Terms and Conditions

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**SURPLUS LINES TAX SUMMARY**

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HOME STATE: Nebraska

**FEES:**

Fee	Taxable	Amount
Amwins Service Fee	No	\$350.00
<b>Total Fees</b>		<b>\$350.00</b>

**SURPLUS LINES TAX CALCULATION:**

State	Description	Taxable Premium	Taxable Fee	Tax Basis	Rate	Tax
Nebraska	Surplus Lines Tax	\$22,800.00	\$0.00	\$22,800.00	3.000%	\$684.00
<b>Total Surplus Lines Taxes and Fees</b>						<b>\$684.00</b>

**Important Notice:** Surplus Lines Tax Rates and Regulations are subject to change which could result in an increase or decrease of the total Surplus Lines Taxes and Fees owed on this placement. If a change is required, we will promptly notify you. Any additional taxes owed must be promptly remitted.

The attached Quotation from the carrier sets forth the coverage terms and conditions being offered. Please review carefully with your client as terms and conditions may differ from those requested in your submission. It is your responsibility to ensure the quoted coverage terms and conditions are sufficient to meet your client's coverage needs.

If after reviewing you should have any questions or requested changes, please let us know as soon as possible so we can discuss with the carrier prior to the effective date of coverage.

Thank you for the opportunity to provide this Quotation and I look forward to hearing from you.

Sincerely,

**Bethani Cunningham**

Technical Assistant

T 417.351.2001 | F 877.570.9323 | [bethani.cunningham@amwins.com](mailto:bethani.cunningham@amwins.com)

Amwins Insurance Brokerage, LLC

909 E Republic Rd | Suite E200 | Springfield, MO 65807 | [amwins.com](http://amwins.com)

On behalf of,

**Craig Russell**

Executive Vice President

T 417.890.2314 | F 877.570.9323 | [Craig.Russell@amwins.com](mailto:Craig.Russell@amwins.com)

Amwins Insurance Brokerage, LLC

In California: Amwins Brokerage Insurance Services | License 0F19710

909 E Republic Rd | Suite E200 | Springfield, MO 65807 | [amwins.com](http://amwins.com)

## **SURPLUS LINES DISCLOSURE**

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### **Nebraska**

This policy is issued by a nonadmitted insurer, and in the event of the insolvency of such insurer, this policy will not be covered by the Nebraska Property and Liability Insurance Guaranty Association.

Surplus Lines Licensee:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

License No.: \_\_\_\_\_



**National Fire & Marine Insurance Company**  
a member of the Berkshire Hathaway group of insurance companies

**Quote**

Insured Name: CITY OF BROKEN BOW, NEBRASKA  
Effective Date: 8/1/2024 12:01AM  
Expiration Date: 8/1/2025 12:01AM

Quote ID: 1858203  
Primary Risk State: Nebraska

This quote is being offered through a non-admitted company.  
The figures quoted below do not include any applicable surplus lines taxes and fees.

THE AGENT OF RECORD IS RESPONSIBLE FOR COLLECTING AND REMITTING ANY APPLICABLE SURPLUS  
LINES TAXES OR FEES.

THIS QUOTATION IS ISSUED IN RELIANCE OF THE FACT THAT YOU OR YOUR CORRESPONDENT HAVE A  
SURPLUS LINES LICENSE IN THE HOME STATE OF THE POLICYHOLDER AS DEFINED BY THE NONADMITTED  
AND REINSURANCE REFORM ACT.

Property Coverage						
Coverage	Limit/TIV	Coins	Valuation	Cause of Loss	Ded	
Building	\$2,910,593	*	*	*	\$5,000	
Business Personal Property other than Stock and Tenants Improvements and Betterments	\$273,491	*	*	*	\$5,000	

\*See Schedule

Assessments	

Endorsements
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Insured Name: CITY OF BROKEN BOW, NEBRASKA

Quote ID: 1858203

Quote ID: 1858203

Quote is valid through: 8/1/2024 12:01:00AM

**This is NOT a binder of insurance. Company must be notified prior to binding coverage.**



Quote ID  
First Named Insured  
DBA

1858203  
CITY OF BROKEN BOW, NEBRASKA



Berkshire Hathaway  
HOMESTATE COMPANIES

**Additional Interests**

**Policy Additional Named Insured(s)**  
None

**Property**  
None

**General Liability**  
None

**GL Additional Interest Forms**  
None

**Terms and Conditions**

This quote is being offered subject to the following terms and conditions. The Company disclaims any responsibility for your failure to reconcile the original application with coverage quoted herein. Failure to comply with the following conditions may result in cancellation.

- A Per Building Deductible will apply in accordance with how buildings are shown on the Schedule in the policy.
- Multiple Deductibles:
  - 1-1 Windstorm or Hail Deductible: \$5,000
  - 2-1 Windstorm or Hail Deductible: \$17,500
  - 3-1 Windstorm or Hail Deductible: \$6,200
  - 3-2 Windstorm or Hail Deductible: \$5,000
  - 4-1 Windstorm or Hail Deductible: \$5,000
- 3 Years (or purchase/possession date if within 3 years) of loss runs dating up to and including our inception date. If purchased or possessed within 3 years, or if this is a NEW PURCHASE effective our inception date, please make a note of this in your reply. If loss runs are not available, we will accept a signed and dated loss/no loss statement from the Insured covering the equivalent time period.
- Current color photos of at least TWO sides of the Building(s) listed on the Insured's property schedule. Web photos and faxes are not acceptable
- The Policyholder Disclosure Notice of Terrorism Insurance Coverage signed and dated by the Insured if the Insured elects to purchase TRIA coverage. This form is included with your quote or can be obtained on-line at [www.bhhc.com](http://www.bhhc.com) in the Property Rater under the Documents tab of the Insured's file. This form only needs to be signed if the insured elects to purchase TRIA coverage.
- No Unreported Losses
- Protective Safeguards:
  - 1-1 P-9 b. Flammable Liquids Storage
  - 3-1 P-9 b. Flammable Liquids Storage
- Roof Exclusion:
  - 1-1
  - 2-2
  - 3-1
- Minimum Earned Premium Percentage: 25%
- Based on our Insurance to Value tool, one or more buildings limits is outside a reasonable range of values
- All requested documents are due within 20 days of binding.
- Detached structures, including but not limited to detached garages, sheds, and barns, must be scheduled on the Declarations to receive coverage.
- SUBJECT TO AN OVERHEAD DIAGRAM AT EACH LOCATION THAT SPECIFICALLY OUTLINES AND LABELS EACH BUILDING TO MATCH OUR SCHEDULE.
- SUBJECT TO NO COVERAGE OF THE BUILDING CONTAINING THE JAIL. NO HOUSING OF PRISONERS IN ANY SCHEDULED BUILDING.



**This is NOT a binder of insurance. Company must be notified prior to binding coverage.**

#### **Disclosure Statement**

The premium for this account includes a commission that is within the terms of your normal commission schedule included within the provisions of your Agency Agreement. If your agency contract includes a Profit Sharing Agreement, this policy may or may not be included in that profit sharing plan. It's unclear at this time whether you will be eligible for profit sharing or whether this individual account will increase or decrease any profit sharing payout as the loss ratio is undetermined at this time and any payments are not guaranteed.

## **IMPORTANT NOTICE: PROTECTIVE SAFEGUARDS CONDITION**

Your policy has protective safeguards.

Protective Safeguards for devices or services, such as alarms and sprinklers, must be maintained in complete working order.

**Otherwise, there may not be coverage in the event of a loss.**

Please refer to the below endorsement(s) to see how your coverage is limited:

CP 0411 PROTECTIVE SAFEGUARDS

**\*\*This is only a notice of your coverage and does not amend, extend or alter the coverages or any other provisions contained in your policy. The language in your policy controls your legal rights and obligations. In the event of a conflict between the policy and this notice, policy provisions prevail.**



Insured Name: CITY OF BROKEN BOW, NEBRASKA

Quote ID: 1858203

**PROPERTY COVERAGE SUMMARY****Location Number: 1 - 1105 S B ST BROKEN BOW NE 68822**

<u>Building Number:</u> 1	<u>Rating Type:</u> Class Rated	<u>Construction Type:</u> Joisted Masonry	<u>RCP Code:</u> 2205	<u>Group II</u> 1B	<u>Year Built:</u> 1960	<u>Square Feet:</u> 3,400	<u>Vacant Date:</u> N/A
Occupancy Description	Coverage Description	Exposure	Cause of Loss	Valuation	Coins %	Ded	
AUTOMOBILE REPAIR SHOP	Building	\$150,162	Basic	Actual Cash Value	80%	\$5,000	
Total Location Values:		\$150,162					

**Location Number: 2 - 1045 S B ST BROKEN BOW NE 68822**

<u>Building Number:</u> 1	<u>Rating Type:</u> Class Rated	<u>Construction Type:</u> Masonry Non-Comb	<u>RCP Code:</u> 2405	<u>Group II</u> 1B	<u>Year Built:</u> 1967	<u>Square Feet:</u> 5,400	<u>Vacant Date:</u> N/A
Occupancy Description	Coverage Description	Exposure	Cause of Loss	Valuation	Coins %	Ded	
POLICE STATION	Building	\$1,737,735	Basic	Actual Cash Value	80%	\$5,000	
	Business Personal	\$57,925	Basic	Actual Cash Value	80%	\$5,000	
	Property other than Stock & TIB						
Exposure Total:		\$1,795,660					

<u>Building Number:</u> 2	<u>Rating Type:</u> Class Rated	<u>Construction Type:</u> Non-Combustible	<u>RCP Code:</u> 2305	<u>Group II</u> 1B	<u>Year Built:</u> 1967	<u>Square Feet:</u> 1,000	<u>Vacant Date:</u> N/A
Occupancy Description	Coverage Description	Exposure	Cause of Loss	Valuation	Coins %	Ded	
KENNEL	Building	\$25,175	Basic	Actual Cash Value	80%	\$5,000	
Exposure Total:		\$25,175					
Total Location Values:		\$1,820,835					

**Location Number: 3 - 124 N 5TH AVE BROKEN BOW NE 68822**

<u>Building Number:</u> 1	<u>Rating Type:</u> Class Rated	<u>Construction Type:</u> Masonry Non-Comb	<u>RCP Code:</u> 2405	<u>Group II</u> 1B	<u>Year Built:</u> 1960	<u>Square Feet:</u> 4,875	<u>Vacant Date:</u> N/A
Occupancy Description	Coverage Description	Exposure	Cause of Loss	Valuation	Coins %	Ded	
CONTRACTORS EQUIPMENT STORAGE	Building	\$611,186	Basic	Actual Cash Value	90%	\$5,000	
	Business Personal Property other than Stock & TIB	\$68,527	Basic	Actual Cash Value	90%	\$5,000	
Exposure Total:		\$679,713					

<u>Building Number:</u> 2	<u>Rating Type:</u> Class Rated	<u>Construction Type:</u> Non-Combustible	<u>RCP Code:</u> 2305	<u>Group II</u> 1B	<u>Year Built:</u> 2008	<u>Square Feet:</u> 1,000	<u>Vacant Date:</u> N/A
Occupancy							
Description	Coverage Description	Exposure	Cause of Loss	Valuation	Coins %	Ded	
WAREHOUSE - HIGH HAZARD	Building	\$150,162	Special Incl Theft	Replacement Cost	90%	\$5,000	
	Business Personal	\$22,835	Special Incl Theft	Replacement Cost	90%	\$5,000	
	Property other than Stock & TIB						
	Exposure Total:	\$172,997					
	Total Location Values:	\$852,710					

\* Coverage is subject to a Blanket Limit of Insurance and Coinsurance.

† See Schedule

**Location Number: 4 - 551 N B ST BROKEN BOW NE 68822**

Building Number: 1      Rating Type: Class Rated      Construction Type: Non-Combustible      RCP Code: 2305      Group II 1B      Year Built: 2015      Square Feet: 4,600      Vacant Date: N/A

Occupancy Description	Coverage Description	Exposure	Cause of Loss	Valuation	Coins %	Ded
WAREHOUSE - HIGH HAZARD	Building	\$198,213	Special Incl Theft	Replacement Cost	90%	\$5,000
	Business Personal Property other than Stock & TIB	\$68,507	Special Incl Theft	Replacement Cost	90%	\$5,000

Total Location Values:      \$266,720

**Location Number: 5 - 500 S N ST BROKEN BOW NE 68822**

Building Number: 1      Rating Type: Class Rated      Construction Type: Non-Combustible      RCP Code: 2305      Group II 1B      Year Built: 1985      Square Feet: 2,200      Vacant Date: N/A

Occupancy Description	Coverage Description	Exposure	Cause of Loss	Valuation	Coins %	Ded
CONTRACTORS EQUIPMENT STORAGE	Building	\$37,960	Special Incl Theft	Replacement Cost	90%	\$5,000
	Business Personal Property other than Stock & TIB	\$55,697	Special Incl Theft	Replacement Cost	90%	\$5,000
Exposure Total:		\$93,657				

Total Location Values:      \$93,657

Total Policy Values:      \$3,184,084

\* Coverage is subject to a Blanket Limit of Insurance and Coinsurance.

† See Schedule



Coverage forms and endorsements are available for viewing in the forms library under your agency login at bhhc.com.

Insured Name: CITY OF BROKEN BOW, NEBRASKA

Quote ID: 1858203

**Schedule of Common Forms and Endorsements**

Form Number	Edition Date	Form Name
ILM0313	05/2013	COMMERCIAL POLICY JACKET
M 5925	10/2018	SURPLUS LINES NOTICE OF NONRENEWAL
CD24	07/2003	COMMON POLICY DECLARATIONS
ILS 0001	05/2013	COMMON POLICY FORMS SCHEDULE
ILB 0017	06/2015	COMMON POLICY CONDITIONS
ILM0310	08/2010	NOTICE OF SERVICE OF SUITS
ILB0285	05/2013	MINIMUM EARNED PREMIUM
ILB 5821	08/2015	EXCLUSION FOR WAR, NUCLEAR RISK (INCLUDING RADIOACTIVE), AND BIOLOGICAL RISK (INCLUDING CHEMICAL)
M 5748	10/2013	SANCTION EXCLUSION
M 5872	09/2020	CHANGES TO COMMON POLICY CONDITIONS - CANCELLATION

Coverage forms and endorsements are available for viewing in the forms library under your agency login at bhhc.com.

Insured Name: CITY OF BROKEN BOW, NEBRASKA

Quote ID: 1858203

**Schedule of Property Forms and Endorsements**

Form Number	Edition Date	Form Name
CPD 0001	04/2013	COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS
CPS 0001	05/2013	COMMERCIAL PROPERTY COVERAGE PART FORMS SCHEDULE
CP 0010	06/2007	BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CP 1010	06/2007	CAUSES OF LOSS - BASIC FORM
CP 1030	06/2007	CAUSES OF LOSS - SPECIAL FORM
CP 0124	07/2000	NEBRASKA CHANGES
IL 0164	07/2002	NEBRASKA CHANGES - APPRAISALS
IL 0259	12/2017	NEBRASKA CHANGES - CANCELLATION AND NONRENEWAL
CP 0299	06/2007	CANCELLATION CHANGES
CPB 9010	09/2019	MORTGAGEHOLDER CANCELLATION NOTICE
CP 0411	10/2012	PROTECTIVE SAFEGUARDS
IL 0935	07/2002	EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES
IL 0952	01/2015	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
IL 0995	01/2007	CONDITIONAL EXCLUSION OF TERRORISM
CP 0140	07/2006	EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
CP 0090	07/1988	COMMERCIAL PROPERTY CONDITIONS
CPM 1110	07/2022	MULTIPLE CAUSES OF LOSS DEDUCTIBLE FORM
CPM 1115	01/2014	EXCLUSION-COSMETIC LOSS TO METAL COVERINGS CAUSED BY HAIL
CPM 2032	09/2014	ROOF EXCLUSION
CPM 9903	07/2015	EXCLUSION - MAJOR RENOVATIONS
CPM1121	09/2012	PER BUILDING DEDUCTIBLE - NO AGGREGATE
CP 1032	08/2008	WATER EXCLUSION ENDORSEMENT
CP 1075	12/2020	CYBER INCIDENT EXCLUSION
CPB 1240	07/2022	WINDSTORM OR HAIL ONE YEAR NOTICE OF LOSS AMENDATORY ENDORSEMENT
CPB 1244	07/2023	ACTUAL CASH VALUE ENDORSEMENT
CPB 1425	04/2024	DETACHED STRUCTURES CLARIFICATION ENDORSEMENT
CPB 2001	04/2024	EXCLUSION - NAMED CONSTRUCTION MATERIALS AND INCREASED COST ASSOCIATED WITH ASBESTOS
CPB 4032	04/2023	EXCLUSION - PFAS (PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES)



## POLICYHOLDER NOTICE OF TERRORISM INSURANCE COVERAGE

National Fire & Marine Insurance Company

("Insurer") hereby notifies you that under the Terrorism

Risk Insurance Act of 2002, including all amendments thereto, (the "Act"), you have a right to purchase insurance coverage for losses arising out of certified acts of terrorism as defined in the Act. The term "certified act of terrorism" means any act that is certified by the United States Secretary of the Treasury, in consultation with the United States Secretary of Homeland Security and United States Attorney General, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT IF YOU ELECT TO PURCHASE COVERAGE FOR LOSSES ARISING OUT OF CERTIFIED ACTS OF TERRORISM, THERE IS AN ANNUAL LIABILITY CAP FOR COVERED TERRORISM LOSSES UNDER THE ACT EQUAL TO \$100,000,000,000 OF AGGREGATE INSURED LOSSES AS DEFINED IN THE ACT. LOSSES PAID UNDER THIS COVERAGE WILL BE PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. UNDER THIS FORMULA, THE UNITED STATES PAYS A PORTION (85% IN CALENDAR YEAR 2015, DECREASING BY 1% EACH YEAR STARTING JANUARY 1, 2016, UNTIL REACHING 80% ON JANUARY 1, 2020) OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY-ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. ANY INSURER THAT HAS SATISFIED THEIR STATUTORILY-ESTABLISHED DEDUCTIBLE IS NOT LIABLE FOR, AND THE UNITED STATES SECRETARY OF THE TREASURY IS NOT AUTHORIZED TO PAY, ANY PORTION OF SUCH LOSSES EXCEEDING THE CAP ON ANNUAL LIABILITY OF \$100,000,000,000. THE ADDITIONAL PREMIUM CHARGED FOR THIS COVERAGE IS STATED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

### **SELECTION OR REJECTION OF TERRORISM INSURANCE COVERAGE**

UNDER FEDERAL LAW IF THE POLICY YOU HAVE APPLIED FOR IS APPROVED, YOU HAVE THE RIGHT TO ACCEPT OR REJECT COVERAGE FOR A CERTIFIED ACT OF TERRORISM SUBJECT TO THE POLICY'S OTHER TERMS, CONDITIONS, EXCLUSIONS, AND LIMITS. THERE IS ADDITIONAL PREMIUM FOR THIS COVERAGE AS SHOWN BELOW.

<input type="checkbox"/>	hereby elect to purchase coverage for a certified act of terrorism for an additional annual premium of \$ <u>456</u> . I understand that if my application for coverage is approved, my policy will be issued without the Insurer's standard terrorism exclusion, but such coverage would be subject to all of the other Policy terms, conditions, exclusions, and limits (including an exclusion for acts of terrorism not certified by the Secretary of Treasury). Terrorism involving Nuclear, Biological or Chemical Terrorism is excluded. <b>If the Terrorism Risk Insurance Act of 2002, including all amendments thereto, is not extended beyond December 31, 2020, then terrorism coverage under this policy may be affected.</b>
--------------------------	--

**NOTE:** If you do not elect to purchase coverage and pay the additional premium within two weeks of receiving this notice, you will not have terrorism coverage under this policy. Your policy will be issued with no coverage for losses arising from any act of terrorism, and the Insurer's standard Terrorism Exclusion will be part of your policy.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Applicant

\_\_\_\_\_  
Policy Number

\_\_\_\_\_  
Print Corporate Title if Policy Applicant is a Corporation



Amwins Insurance Brokerage, LLC  
909 E Republic Rd  
Suite E200  
Springfield, MO 65807  
  
amwins.com

## POLICY PREMIUM AND SURPLUS LINES TAX SUMMARY

**Named Insured:** City of Broken Bow, Nebraska  
**Coverage:** Property  
**Carrier:** National Fire & Marine Insurance Company  
**Agency:** Highstreet Insurance Services Central Inc  
**Policy Period:** 08/01/2024 - 08/01/2025

<b>Policy Premium:</b>	<b>\$22,800.00</b>
<b>Fees:</b>	<b>\$350.00</b>
<b>Surplus Lines Taxes:</b>	<b>\$684.00</b>
<b>Total:</b>	<b>\$23,834.00</b>

### FEES:

Fee	Taxable	Amount
Amwins Service Fee	No	\$350.00
<b>Total Fees</b>		<b>\$350.00</b>

### SURPLUS LINES TAX CALCULATION:

Description	Taxable Premium	Taxable Fee	Tax Basis	Rate	Tax
<b>Nebraska</b>					
Surplus Lines Tax	\$22,800.00	\$0.00	\$22,800.00	3.000%	\$684.00
<b>Total Surplus Lines Taxes and Fees</b>					<b>\$684.00</b>

## SURPLUS LINES DISCLOSURE

### Nebraska

This policy is issued by a nonadmitted insurer, and in the event of the insolvency of such insurer, this policy will not be covered by the Nebraska Property and Liability Insurance Guaranty Association.

Surplus Lines Licensee:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
License No.: \_\_\_\_\_





## NEBRASKA – Regulatory Compliance

Producer/Agency must be properly licensed to sell and/or solicit insurance in its state of domicile and in all states in which Producer transacts business. Please provide a valid **Nebraska Agent license** AND a valid **Nebraska Agency license** for placement of this risk.

Agent License #: \_\_\_\_\_ Agency License #: \_\_\_\_\_

**Regulatory documents are required upon binding. We are unable to release a policy number until the required following documents have been received.**

- Diligent Effort Form
- Surplus Lines Consent Form



## Diligent Effort Confirmation

Insured: \_\_\_\_\_ Coverage Type: \_\_\_\_\_  
\_\_\_\_\_  
Insured Address: \_\_\_\_\_ Policy Period: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

It is a requirement of the surplus lines licensee to verify that a diligent effort has been made among admitted Insurers writing coverage of this type prior to any non-admitted placement.

---

1.  
Full Insurer Name: \_\_\_\_\_ NAIC#: \_\_\_\_\_  
\_\_\_\_\_  
Representative Full Name: \_\_\_\_\_ Date of Declination: \_\_\_\_\_  
Representative Phone: \_\_\_\_\_ Reason for Declination: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2.  
Full Insurer Name: \_\_\_\_\_ NAIC#: \_\_\_\_\_  
\_\_\_\_\_  
Representative Full Name: \_\_\_\_\_ Date of Declination: \_\_\_\_\_  
Representative Phone: \_\_\_\_\_ Reason for Declination: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3.  
Full Insurer Name: \_\_\_\_\_ NAIC#: \_\_\_\_\_  
\_\_\_\_\_  
Representative Full Name: \_\_\_\_\_ Date of Declination: \_\_\_\_\_  
Representative Phone: \_\_\_\_\_ Reason for Declination: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I certify that the foregoing statements made by me are true to the best of my knowledge and belief. Below is my license information for the home state determined for this placement.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Licensee Name/License Number)



**STATE OF NEBRASKA  
SURPLUS LINES CONSENT FORM**

**Named Insured:**

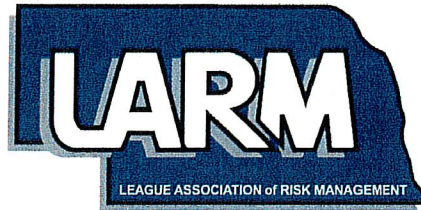
**Policy #:**

**Policy Period:**

**WITH REGARD TO THIS APPLICATION/QUOTE/BINDER/POLICY FOR INSURANCE, SAID COVERAGE OR PORTIONS THEREOF, MAY BE WRITTEN BY AN INSURANCE COMPANY THAT IS NOT LICENSED TO DO BUSINESS IN NEBRASKA, AND IN THE EVENT OF THE INSOLVENCY OF SUCH COMPANY, THE POLICY WILL NOT BE COVERED BY THE NEBRASKA PROPERTY AND LIABILITY INSURANCE GUARANTY ASSOCIATION.**

\_\_\_\_\_  
**Signature of Insured**

\_\_\_\_\_  
**Date Signed**



# **LARM PROPERTY COVERAGE DOCUMENT**

**League Association of Risk Management**

**City of Broken Bow**

**Effective Date: 10/01/2024**

SUBJECT TO THE TERMS AND CONDITIONS OF THE LARM  
PROPERTY COVERAGE DOCUMENT

<b>SECTION</b>	<b>COVERAGE LIMIT</b>	<b>DEDUCTIBLE</b>
<b>SECTION II - PROPERTY DAMAGE</b>		
Buildings*	\$38,604,444	\$5,000
Personal Property*	\$358,148	\$5,000
Accounts Receivable	\$500,000	\$0
Animals	\$25,000	\$0
Arson or Theft Reward	\$10,000	\$0
Computer Virus	\$25,000	\$0
Consequential Loss	\$50,000	\$0
Data, Programs, or Software	\$500,000	\$0
Debris Removal	\$500,000	\$0
Decontamination Cost	\$25,000	\$0
Demolition & Increased Cost of Construction	\$500,000	\$0
Errors and Omissions	\$100,000	\$0
Expediting Expenses	\$500,000	\$0
Extra Expense	\$500,000	\$0
Fire Department Service Charge	\$25,000	\$0
Fire Extinguishing Systems	\$25,000	\$0
Flood-Zone B - \$100,000 Deductible	\$1,000,000	\$5,000
Flood-Zone C - Standard Deductible	\$1,000,000	\$5,000
Green Coverage	\$100,000	\$0
Inventory and Appraisal Expenses	\$50,000	\$0
Land and Water Cleanup Expense	\$25,000	\$0
Locks and Keys	\$10,000	\$0
Miscellaneous Unnamed Locations	\$100,000	\$0
Money and Securities	\$10,000	\$0
Newly Acquired Property	\$1,500,000	\$0
Off Premises Service Interruption	\$250,000	\$0



# LARM PROPERTY COVERAGE DOCUMENT

## League Association of Risk Management

### City of Broken Bow

Effective Date: 10/01/2024

SUBJECT TO THE TERMS AND CONDITIONS OF THE LARM  
PROPERTY COVERAGE DOCUMENT

SECTION	COVERAGE LIMIT	DEDUCTIBLE
Off Premises Storage for Property Under Construction	\$250,000	\$0
Outdoor Trees and Shrubs	\$25,000	\$0
Personal Auto	\$500	\$0
Personal Property not at a Covered Location	\$10,000	\$0
Pollutant Cleanup and Removal	\$20,000	\$0
Professional Fees	\$25,000	\$0
Property in the Course of Construction	\$500,000	\$0
Property Removed from a Covered Location	\$50,000	\$0
Protection and Preservation of Property	\$250,000	\$0
Rental Coverage	\$50,000	\$0
Rented/Leased Equipment	\$250,000	\$0
Soft Costs	\$100,000	\$0
Terrorism	\$10,000,000	\$0
Transit	\$50,000	\$0
Unscheduled Miscellaneous Property	\$50,000	\$5,000
Unscheduled Playground Equipment	\$25,000	\$5,000
Vacant Buildings	\$25,000	\$0
Valuable Papers and Records	\$250,000	\$0
Wind/Hail Deductible		\$5,000
Gross Earnings	\$500,000	\$0
Leasehold Interest	\$50,000	\$0
SECTION III - TIME ELEMENT		
Gross Earnings	\$500,000	\$0
Leasehold Interest	\$50,000	\$0

# LARM PROPERTY COVERAGE DOCUMENT

## League Association of Risk Management

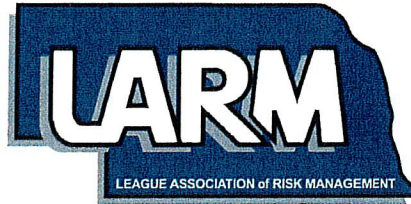
### City of Broken Bow

Effective Date: 10/01/2024

SUBJECT TO THE TERMS AND CONDITIONS OF THE LARM  
PROPERTY COVERAGE DOCUMENT

SECTION	COVERAGE LIMIT	DEDUCTIBLE
SECTION IV - BOILER AND EQUIPMENT BREAKDOWN		
Total Limit per one Breakdown*	\$27,331,467	
Power Generating Equipment	Excluded	
BM Ammonia Contamination	\$100,000	\$0
BM Business Interruption	\$500,000	\$0
BM Consequential Damage	\$100,000	\$0
BM EDP Media Coverage	\$100,000	\$0
BM Extra Expense	\$500,000	\$0
BM Hazardous Substance	\$20,000	\$0
BM Ordinance or Law	\$500,000	\$0
BM Utility Interruption	\$100,000	\$0
BM Water Damage	\$100,000	\$0
SECTION V - CRIME		
Crime	\$50,000	\$0
SECTION VI - AUTOMOBILE PHYSICAL DAMAGE		
Commandeered Property	\$250,000	\$0
Freezing of Equipment Coverage	\$25,000	\$0
Hired Automobile Physical Damage	\$50,000	\$0
Lease Gap	\$10,000	\$0
Property in an Unattended Vehicle	\$1,000	\$0
Recertification	\$1,000,000	\$0
Rental Reimbursement Aggregate	\$25,000	\$0
Rental Reimbursement Per Day	\$1,000	\$0
Rental Vehicle Agreement	\$2,500	\$0
Roadside Assistance	\$1,000	\$0





## Statement of Values

City of Broken Bow

Effective Date: 10/01/2024

Printed on: 09/24/2024

Location Description	Area	# of Flrs	Auto Spklr	Year Built	Year Reno	Con Code	Pro Class	Equip Break	FL	EQ	Blank Limit
1 - 1 1500 S B Street Broken Bow, NE 68822 Tennis Building	11580	1				6	5	Y	Y	N	Y

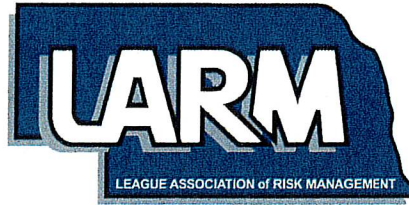
	Value	Valuation	Deductible
Building	\$1,321,867	RC	\$5,000
Property in the Open	\$524,821	RC	\$5,000
<b>Total Location TIV</b>	<b>\$1,846,688</b>		

1 - 2 1500 S B Street Broken Bow, NE 68822 Storage Building	1050	1				2	5	Y	Y	N	Y
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	Value	Valuation	Deductible
Building	\$117,846	RC	\$5,000
<b>Total Location TIV</b>	<b>\$117,846</b>		

1 - 3 1500 S B Street Broken Bow, NE 68822 Restrooms	8920	1				2	5	Y	Y	N	Y
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	Value	Valuation	Deductible
Building	\$72,017	RC	\$5,000
<b>Total Location TIV</b>	<b>\$72,017</b>		



## Statement of Values

City of Broken Bow

Effective Date: 10/01/2024

Printed on: 09/24/2024

Location Description	Area	# of Flrs	Auto Spklr	Year Built	Year Reno	Con Code	Pro Class	Equip Break	FL	EQ	Blank Limit
1 - 4 1500 S B Street Broken Bow, NE 68822 Announcers Booth/Concession Stand	245	1				1	5	Y	Y	N	Y

	Value	Valuation	Deductible
Building	\$9,166	RC	\$5,000
<b>Total Location TIV</b>	<b>\$9,166</b>		

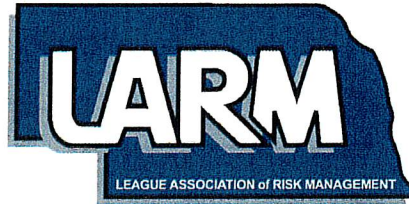
1 - 5 1500 S B Street Broken Bow, NE 68822 Storage Building	240	1				1	5	Y	Y	N	Y
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	Value	Valuation	Deductible
Building	\$45,830	RC	\$5,000
Personal Property	\$6,083	RC	\$5,000
<b>Total Location TIV</b>	<b>\$51,913</b>		

1 - 6 1500 S B Street Broken Bow, NE 68822 Park Shelter	825	1				1	5	Y	Y	N	Y
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	Value	Valuation	Deductible
Building	\$7,203	RC	\$5,000
<b>Total Location TIV</b>	<b>\$7,203</b>		





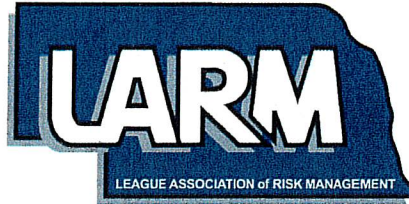
## Statement of Values

City of Broken Bow

Effective Date: 10/01/2024

Printed on: 09/24/2024

Location Description	Area	# of Flrs	Auto Spklr	Year Built	Year Reno	Con Code	Pro Class	Equip Break	FL	EQ	Blank Limit
1 - 7 1500 S B Street Broken Bow, NE 68822 RV Park Shelter	825	1				1	5	Y	Y	N	Y
	<b>Value</b>					<b>Valuation</b>				<b>Deductible</b>	
Building	\$7,203					RC				\$5,000	
<b>Total Location TIV</b>	<b>\$7,203</b>										
1 - 8 1500 S B Street Broken Bow, NE 68822 Concession Stand/Bathroom	428	1				2	5	Y	Y	N	Y
	<b>Value</b>					<b>Valuation</b>				<b>Deductible</b>	
Building	\$71,286					RC				\$5,000	
<b>Total Location TIV</b>	<b>\$71,286</b>										
2 - 1 S 8th Ave. at S E Street Broken Bow, NE 68822 Band Stand at the Square	218	1				1	5	Y	Y	N	Y
	<b>Value</b>					<b>Valuation</b>				<b>Deductible</b>	
Building	\$70,970					RC				\$5,000	
<b>Total Location TIV</b>	<b>\$70,970</b>										



## Statement of Values

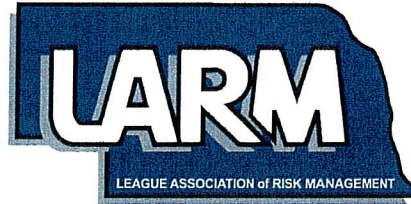
City of Broken Bow

Effective Date: 10/01/2024

Printed on: 09/24/2024

Location Description	Area	# of Flrs	Auto Spklr	Year Built	Year Reno	Con Code	Pro Class	Equip Break	FL	EQ	Blank Limit
3 - 1 1120 S 5th Avenue Broken Bow, NE 68822 Restrooms	310	1				2	5	Y	Y	N	Y
	Value	Valuation		Deductible							
Building	\$45,830	RC		\$5,000							
Total Location TIV	\$45,830										
4 - 1 1120 S 5th Avenue Broken Bow, NE 68822 Restrooms	400	1				2	5	Y	Y	N	Y
	Value	Valuation		Deductible							
Building	\$1,057,513	RC		\$5,000							
Total Location TIV	\$1,057,513										
4 - 2 1120 S 5th Avenue Broken Bow, NE 68822 Picnic Shelter	720	1				6	5	Y	Y	N	Y
	Value	Valuation		Deductible							
Building	\$4,190	RC		\$5,000							
Total Location TIV	\$4,190										





## Statement of Values

City of Broken Bow

Effective Date: 10/01/2024

Printed on: 09/24/2024

Location Description	Area	# of Flrs	Auto Spklr	Year Built	Year Reno	Con Code	Pro Class	Equip Break	FL	EQ	Blank Limit
4 - 3 1120 S 5th Avenue Broken Bow, NE 68822 Gazebo	420	1				1	5	Y	Y	N	Y

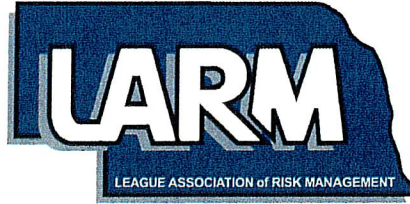
	Value	Valuation	Deductible
Building	\$6,678	RC	\$5,000
<b>Total Location TIV</b>	<b>\$6,678</b>		

4 - 4 1120 S 5th Avenue Broken Bow, NE 68822 Concession Stand	2240	2		2	5	Y	Y	N	Y
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	Value	Valuation	Deductible
Building	\$452,007	RC	\$5,000
<b>Total Location TIV</b>	<b>\$452,007</b>		

4 - 5 1120 S 5th Avenue Broken Bow, NE 68822 Restrooms	680	1		6	5	Y	Y	N	Y
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	Value	Valuation	Deductible
Building	\$33,053	RC	\$5,000
Property in the Open	\$3,425,192	RC	\$5,000
<b>Total Location TIV</b>	<b>\$3,458,245</b>		



## Statement of Values

City of Broken Bow

Effective Date: 10/01/2024

Printed on: 09/24/2024

Location Description	Area	# of Flrs	Auto Spklr	Year Built	Year Reno	Con Code	Pro Class	Equip Break	FL	EQ	Blank Limit
5 - 1 314 S 10th Avenue Broken Bow, NE 68822 Town Hall	21792	1				2	5	Y	Y	N	Y

	Value	Valuation	Deductible
Building	\$5,108,459	RC	\$5,000
Personal Property	\$95,911	RC	\$5,000
<b>Total Location TIV</b>	<b>\$5,204,370</b>		

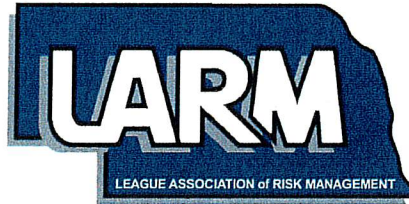
6 - 1 626 S D Street Broken Bow, NE 68822 Library	8350	1				4	5	Y	Y	N	Y
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	Value	Valuation	Deductible
Building	\$2,293,450	RC	\$5,000
<b>Total Location TIV</b>	<b>\$2,293,450</b>		

7 - 1 800 N 10th Avenue Broken Bow, NE 68822 Pump House	86	1				2	5	Y	Y	N	Y
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	Value	Valuation	Deductible
Building	\$46,091	RC	\$5,000
Personal Property	\$47,956	RC	\$5,000
<b>Total Location TIV</b>	<b>\$94,047</b>		





## Statement of Values

City of Broken Bow

Effective Date: 10/01/2024

Printed on: 09/24/2024

Location Description	Area	# of Flrs	Auto Spklr	Year Built	Year Reno	Con Code	Pro Class	Equip Break	FL	EQ	Blank Limit
9 - 1 1620 S B Street Broken Bow, NE 68822 City Maintenance	16180	1				6	5	Y	Y	N	Y

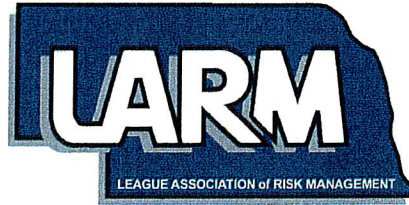
	Value	Valuation	Deductible
Building	\$1,568,415	RC	\$5,000
Personal Property	\$72,518	RC	\$5,000
<b>Total Location TIV</b>	<b>\$1,640,933</b>		

9 - 2 1620 S B Street Broken Bow, NE 68822 Gravel Storage	0	1				1	5	Y	Y	N	Y
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	Value	Valuation	Deductible
Building	\$45,000	RC	\$5,000
<b>Total Location TIV</b>	<b>\$45,000</b>		

10 - 1 210 5th Avenue Broken Bow, NE 68822 Pump House	620	1				1	5	Y	Y	N	Y
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	Value	Valuation	Deductible
Building	\$301,293	RC	\$5,000
<b>Total Location TIV</b>	<b>\$301,293</b>		



## Statement of Values

City of Broken Bow

Effective Date: 10/01/2024

Printed on: 09/24/2024

Location Description	Area	# of Flrs	Auto Spklr	Year Built	Year Reno	Con Code	Pro Class	Equip Break	FL	EQ	Blank Limit
11 - 1 505 Thelma Street Broken Bow, NE 68822 Pump House	34	1				1	5	Y	Y	N	Y

	Value	Valuation	Deductible
Building	\$77,910	RC	\$5,000
<b>Total Location TIV</b>	<b>\$77,910</b>		

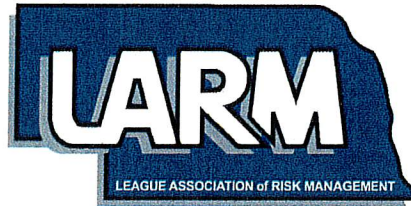
12 - 1 79776 Road 440 Broken Bow, NE 68822 Sewage Treatment Facility Control Building	640	1				1	5	Y	Y	N	Y
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	Value	Valuation	Deductible
Building	\$422,937	RC	\$5,000
Personal Property	\$70,179	RC	\$5,000
<b>Total Location TIV</b>	<b>\$493,116</b>		

12 - 2 79776 Road 440 Broken Bow, NE 68822 Sewage Facility UV Building & Equipment	10	1				1	5	Y	Y	N	Y
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	Value	Valuation	Deductible
Building	\$467,065	RC	\$5,000
<b>Total Location TIV</b>	<b>\$467,065</b>		





## Statement of Values

City of Broken Bow

Effective Date: 10/01/2024

Printed on: 09/24/2024

Location Description	Area	# of Flrs	Auto Spklr	Year Built	Year Reno	Con Code	Pro Class	Equip Break	FL	EQ	Blank Limit
12 - 3 79776 Road 440 Broken Bow, NE 68822 Sewage SBR Basins & Equipment	11535	1				3	5	Y	Y	N	Y

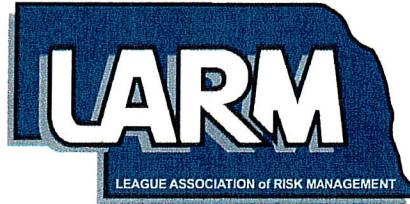
	Value	Valuation	Deductible
Building	\$8,703,587	RC	\$5,000
Personal Property	\$5,849	RC	\$5,000
Property in the Open	\$129,245	RC	\$5,000
<b>Total Location TIV</b>	<b>\$8,838,681</b>		

13 - 1 HWY 21 at HWY 21 Broken Bow, NE 68822 Storage	480	1				6	5	Y	Y	N	Y
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	Value	Valuation	Deductible
Building	\$32,736	RC	\$5,000
Personal Property	\$1,170	RC	\$5,000
<b>Total Location TIV</b>	<b>\$33,906</b>		

15 - 1 222 North 6th Broken Bow, NE 68822 Storage	1160	1				3	5	Y	Y	N	Y
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	Value	Valuation	Deductible
Building	\$101,216	RC	\$5,000
<b>Total Location TIV</b>	<b>\$101,216</b>		



## Statement of Values

City of Broken Bow

Effective Date: 10/01/2024

Printed on: 09/24/2024

Location Description	Area	# of Flrs	Auto Spklr	Year Built	Year Reno	Con Code	Pro Class	Equip Break	FL	EQ	Blank Limit
21 - 1 757 N 17th Avenue Broken Bow, NE 68822 New Well House	220	1				1	5	Y	Y	N	Y

	Value	Valuation	Deductible
Building	\$425,105	RC	\$5,000
Personal Property	\$58,482	RC	\$5,000
<b>Total Location TIV</b>	<b>\$483,587</b>		

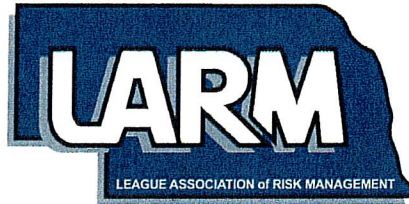
23 - 1 1105 B Street Broken Bow, NE 68822 Garage	3700	1				6	5	Y	Y	N	Y
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	Value	Valuation	Deductible
Building	\$422,248	RC	\$5,000
<b>Total Location TIV</b>	<b>\$422,248</b>		

24 - 1 1045 S B Street Broken Bow, NE 68822 Police Station	7120	2				2	5	Y	Y	N	Y
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	Value	Valuation	Deductible
Building	\$1,669,063	RC	\$5,000
<b>Total Location TIV</b>	<b>\$1,669,063</b>		





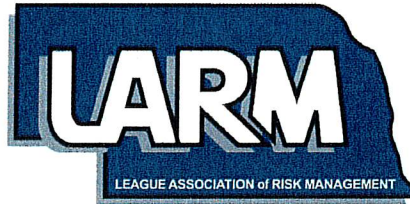
## Statement of Values

City of Broken Bow

Effective Date: 10/01/2024

Printed on: 09/24/2024

Location Description	Area	# of Flrs	Auto Spklr	Year Built	Year Reno	Con Code	Pro Class	Equip Break	FL	EQ	Blank Limit
25 - 1 124 N 5th Broken Bow, NE 68822 Storage	90	1				6	5	Y	Y	N	Y
	Value			Valuation				Deductible			
Building	\$580,260			RC				\$5,000			
Total Location TIV	\$580,260										
26 - 1 110 North 5th Broken Bow, NE 68822 Electrical Storage	9121	1				6	5	Y	Y	N	Y
	Value			Valuation				Deductible			
Building	\$1,140,125			RC				\$5,000			
Total Location TIV	\$1,140,125										
27 - 1 E 5 North St and RD 440 Broken Bow, NE 68822 Quonset Storage	2730	1				6	5	Y	Y	N	Y
	Value			Valuation				Deductible			
Building	\$245,700			RC				\$5,000			
Total Location TIV	\$245,700										



## Statement of Values

City of Broken Bow

Effective Date: 10/01/2024

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Location Description	Area	# of Flrs	Auto Spklr	Year Built	Year Reno	Con Code	Pro Class	Equip Break	FL	EQ	Blank Limit
28 - 1 821 S B Street Broken Bow, NE 68822 Electrical Generating Plant (Building Only & No Generators)	275	1				3	5	N	Y	N	N

	Value	Valuation	Deductible
Building	\$9,981,125	SA	\$5,000
Property in the Open	\$1,000,000	SA	\$5,000
<b>Total Location TIV</b>	<b>\$10,981,125</b>		

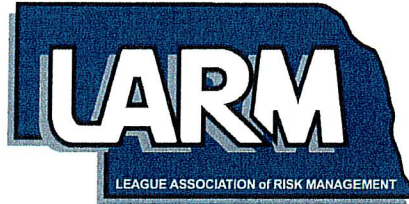
28 - 2 821 S B Street Broken Bow, NE 68822 Electric Generating Plant - Switchgears	0	0				3	5	N	Y	N	N
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	Value	Valuation	Deductible
Building	\$1,000,000	SA	\$5,000
<b>Total Location TIV</b>	<b>\$1,000,000</b>		

28 - 3 821 S B Street Broken Bow, NE 68822 Electric Generating Plant - Scada System	100	0				3	5	N	Y	N	N
---	-----	---	--	--	--	---	---	---	---	---	---

	Value	Valuation	Deductible
Building	\$150,000	SA	\$5,000
<b>Total Location TIV</b>	<b>\$150,000</b>		





## Statement of Values

City of Broken Bow

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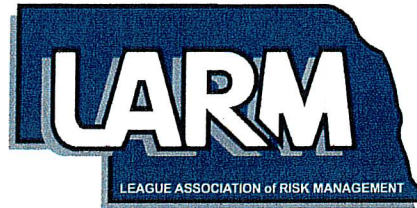
Location Description	Area	# of Flrs	Auto Spklr	Year Built	Year Reno	Con Code	Pro Class	Equip Break	FL	EQ	Blank Limit
28 - 4 821 S B Street Broken Bow, NE 68822 Electric Generating Plant - Breakers	0	0				3	5	N	Y	N	N

	Value	Valuation	Deductible
Building	\$500,000	SA	\$5,000
<b>Total Location TIV</b>	<b>\$500,000</b>		

Total Blanket TIV	\$40,553,128
Building	\$38,604,444
Personal Property	\$358,148
Contractor Equipment	\$2,707,185
Property in the Open	\$13,221,661
<b>Total TIV</b>	<b>\$54,891,438</b>

\_\_\_\_\_  
Member Signature

\_\_\_\_\_  
Date



## LARM - Additional Property Statement of Values

City of Broken Bow

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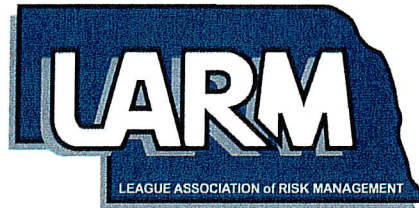
Printed on:

09/24/2024

### Location Information N/A

Line	Classification	Description	Serial No	Coverage Limit	Valuation	Deductible
1	Contractor Equipment	2011 John Deere 1445 Commercial Front Mower	TC1445D101111 1HFTE2609B41027	\$22,373	ACV	\$1,000
2	Contractor Equipment	2011 Honda TRX500FAB ATV 24		\$7,600	ACV	\$1,000
3	Contractor Equipment	2015 T630 Skid Steer	AJDT11958	\$50,000	ACV	\$1,000
4	Contractor Equipment	CAT 938K Wheel Loader	SWL02639	\$188,275	ACV	\$1,000
5	Contractor Equipment	John Deere 400X Loader	W0400XX014199	\$3,555	ACV	\$1,000
7	Contractor Equipment	John Deere Grader		\$80,000	ACV	\$1,000
8	Contractor Equipment	2021 John Deere Z997 Large Frame Midz Mower 60-in	1TCZ997RTMC070 963	\$21,425	ACV	\$1,000
9	Contractor Equipment	2023 Bobcat T76 Track Loader	B4CE27765	\$79,000	ACV	\$1,000
10	Contractor Equipment	2004 580 Case	11404	\$50,000	ACV	\$1,000
11	Contractor Equipment	2013 John Deere 3038E Compact Tractor	1LV3038EACH510 352	\$15,200	ACV	\$1,000
12	Contractor Equipment	2010 Quick Attach Stump Grinder	1020288	\$6,000	ACV	\$1,000
15	Contractor Equipment	2006 Quick Attach Snowblower 60 Model 2000	1015662	\$6,000	ACV	\$1,000
16	Contractor Equipment	2023 Bobcat UW56 Utility Work Machine	B4RC13971	\$72,000	ACV	\$1,000
18	Contractor Equipment	Elgin Street Sweeper Pelican	E0050000970	\$132,752	ACV	\$1,000
19	Contractor Equipment	2004 680XI Quick Attach Power Angle Broom	101186S	\$4,695	ACV	\$1,000
20	Contractor Equipment	2017 John Deere Hopper 3 Bag Stock No. 175692	1TCMZ3BGAHT03 0006	\$3,123	ACV	\$1,000
21	Contractor Equipment	Bobcat T76 Skidsteer-Track Unit 2957649 w/80-in Sever Duty Bucket	B4CE15882	\$70,000	ACV	\$1,000
22	Contractor Equipment	Sicard 2200M Snow Blower	3474	\$75,000	ACV	\$1,000
23	Contractor Equipment	2023 Bobcat T76 T4 Track Loader	B4CE27416	\$6,500	ACV	\$1,000
24	Contractor Equipment	Ditch Witch Sewer Vac	FX60	\$65,000	ACV	\$1,000
25	Contractor Equipment	Massey Tractor	MF2135	\$4,500	ACV	\$1,000
26	Contractor Equipment	2015 E85 Excavator	B34T12236	\$85,000	ACV	\$1,000





## LARM - Additional Property Statement of Values

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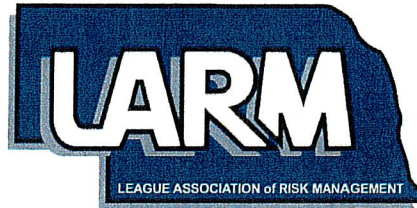
10/01/2024

Printed on:

09/24/2024

### Location Information N/A

Line	Classification	Description	Serial No	Coverage Limit	Valuation	Deductible
27	Contractor Equipment	2023 Bobcat T650 T4 Track Loader	B5FF11922	\$6,000	ACV	\$1,000
28	Contractor Equipment	1990 Cat 963 Loader	12232678	\$35,000	ACV	\$1,000
29	Contractor Equipment	John Deere 1600 Turbo Series II Commercial Wide Area Mower	1TC1600TTFF400027	\$67,182	ACV	\$1,000
31	Contractor Equipment	John Deere 600H MCS	TC0600H1030722	\$7,166	ACV	\$1,000
32	Contractor Equipment	2021 John Deere 13B MCS Hopper 997	1TCDZMCS4LT060023	\$5,065	ACV	\$1,000
34	Contractor Equipment	John Deere 955 Trac 4x4 4096M	CH3048D013719	\$17,530	ACV	\$1,000
35	Contractor Equipment	John Deere 6100D Tractor	1P06100DTCH021731	\$37,150	ACV	\$1,000
36	Contractor Equipment	2021 John Deere 1600 Wide Area Front Mower	1TC1600TPMH660141	\$59,370	ACV	\$1,000
37	Contractor Equipment	2022 Bobcat E50 Excavator	B4GP15679	\$80,000	ACV	\$1,000
38	Contractor Equipment	CAT 12M3 Motor Grader	N9F00158	\$201,350	ACV	\$1,000
40	Contractor Equipment	2005 Marathon Tar Kettle	2M9KHD1T25H102109	\$36,000	ACV	\$1,000
41	Contractor Equipment	1980 John Deere 644C Wheel Loader	DW744B501137	\$50,000	ACV	\$1,000
42	Contractor Equipment	2000 Ditch Witch 920 Jet Tracdirectional Boring Machine with Options & Attachments	2T2142	\$79,042	ACV	\$1,000
44	Contractor Equipment	1300 Aiv Mower	04265	\$6,995	ACV	\$1,000
45	Contractor Equipment	2017 John Deere Z920M Commercial ZTrack Stock No. 175691	1TC920MEVHT051120	\$8,527	ACV	\$1,000
47	Contractor Equipment	John Deere Z997R Commercial L.C. Diesel Max=Frame Z-Trak w/ Deck & Bumper Kit	1TCZ997RKFC011675	\$24,150	ACV	\$1,000
50	Contractor Equipment	2013 Quick Attach Quick Push Snow Blade	1639790	\$2,795	ACV	\$1,000
51	Contractor Equipment	2011 John Deere 600M Power Flow	TC0600H13722	\$7,167	ACV	\$1,000
52	Contractor Equipment	Nissan Optimum 50 Fork Lift	CPJ02A25PV	\$6,100	ACV	\$1,000



## LARM - Additional Property Statement of Values

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### Location Information N/A

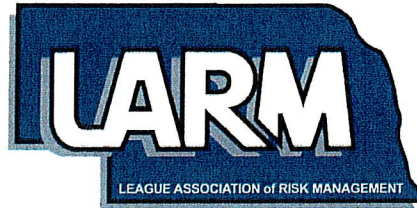
Line	Classification	Description	Serial No	Coverage Limit	Valuation	Deductible
53	Contractor Equipment	Bobcat T630 Skid Steer	AJDT11348	\$46,000	ACV	\$1,000
55	Contractor Equipment	1990 Cat 750D Forklift	8EB10132	\$2,000	ACV	\$1,000
56	Contractor Equipment	2014 John Deere 310SK Backhoe		\$100,000	ACV	\$1,000
57	Contractor Equipment	John Deere 4720 Utility Tractor	LV4720H471992	\$22,195	ACV	\$1,000
59	Contractor Equipment	2023 Bobcat E50 Excavator	B4GP18178	\$75,000	ACV	\$1,000
60	Contractor Equipment	Case 1005U IH	2CJL25814	\$39,500	ACV	\$1,000
61	Contractor Equipment	2009 John Deere N33357 Loader	DW544KZ624211	\$120,000	ACV	\$1,000
62	Contractor Equipment	Miscellaneous Tools (The most we pay for loss to any one Tool is \$500)		\$39,129	ACV	\$250
63	Contractor Equipment	1997 Leroi 185 Air Compressor	371099	\$9,600	ACV	\$1,000
64	Contractor Equipment	Bobcat T76 Track w/80 SD w/Bit	B4CE14175	\$70,000	ACV	\$1,000
65	Contractor Equipment	2022 Larue D40 Snow Blower	240199	\$197,134	ACV	\$1,000
66	Contractor Equipment	2018 Case 580SN Tractor Loader Backhoe	NJC752775	\$98,000	ACV	\$1,000
67	Contractor Equipment	2014 Bobcat S450 Skid Steer	AUVB11143	\$39,040	ACV	\$1,000
68	Contractor Equipment	Bobcat E50 Mini Excavator w/24-in Bucket	2957651 & B4CE15882	\$65,000	ACV	\$1,000
Total Contractor Equipment					\$2,707,185	
Total Location Additional Property Scheduled Value					\$2,707,185	

### 1 - 1 - 1500 S B Street, Broken Bow, 68822

Line	Classification	Description	Serial No	Coverage Limit	Valuation	Deductible
43	Property in the Open	Playground Equipment and Misc. PIO at Park (See Notes for Itemization)		\$524,821	RC	\$5,000
Total Property in the Open					\$524,821	
Total Location Additional Property Scheduled Value					\$524,821	

### 4 - 5 - 1120 S 5th Avenue, Broken Bow, 68822





## LARM - Additional Property Statement of Values

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Line	Classification	Description	Serial No	Coverage Limit	Valuation	Deductible
54	Property in the Open	Swimming Pool		\$3,425,192	RC	\$5,000
Total Property in the Open					\$3,425,192	
Total Location Additional Property Scheduled Value					\$3,425,192	

### 8 - - S 5th Avenue at S C Street, Broken Bow, 68822

Line	Classification	Description	Serial No	Coverage Limit	Valuation	Deductible
46	Property in the Open	Substation		\$3,841,222	RC	\$5,000
Total Property in the Open					\$3,841,222	
Total Location Additional Property Scheduled Value					\$3,841,222	

### 10 - - 210 5th Avenue, Broken Bow, 68822

Line	Classification	Description	Serial No	Coverage Limit	Valuation	Deductible
48	Property in the Open	Pump Controls & Alarms		\$427,621	RC	\$5,000
Total Property in the Open					\$427,621	
Total Location Additional Property Scheduled Value					\$427,621	

### 11 - - 505 Thelma Street, Broken Bow, 68822

Line	Classification	Description	Serial No	Coverage Limit	Valuation	Deductible
39	Property in the Open	Pump Controls & Alarms		\$417,211	RC	\$5,000
Total Property in the Open					\$417,211	
Total Location Additional Property Scheduled Value					\$417,211	

### 12 - 3 - 79776 Road 440, Broken Bow, 68822

Line	Classification	Description	Serial No	Coverage Limit	Valuation	Deductible
14	Property in the Open	90K Generator		\$129,245	RC	\$5,000
Total Property in the Open					\$129,245	
Total Location Additional Property Scheduled Value					\$129,245	

### 14 - - S 5th Avenue, Broken Bow, 68822

Coverage



## LARM - Additional Property Statement of Values

City of Broken Bow

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Line	Classification	Description	Serial No	Coverage Limit	Valuation	Deductible
33	Property in the Open	Siren		\$35,440	RC	\$5,000

Total Property in the Open \$35,440  
Total Location Additional Property Scheduled Value \$35,440

### 16 - - 2475 S E Street, Broken Bow, 68822

Line	Classification	Description	Serial No	Coverage Limit	Valuation	Deductible
17	Property in the Open	Siren		\$35,440	RC	\$5,000

Total Property in the Open \$35,440  
Total Location Additional Property Scheduled Value \$35,440

### 17 - - 323 N 7th Avenue, Broken Bow, 68822

Line	Classification	Description	Serial No	Coverage Limit	Valuation	Deductible
6	Property in the Open	Siren		\$35,440	RC	\$5,000

Total Property in the Open \$35,440  
Total Location Additional Property Scheduled Value \$35,440

### 18 - - 727 S 6th Avenue, Broken Bow, 68822

Line	Classification	Description	Serial No	Coverage Limit	Valuation	Deductible
49	Property in the Open	Siren		\$34,622	RC	\$5,000

Total Property in the Open \$34,622  
Total Location Additional Property Scheduled Value \$34,622

### 19 - - 150 S 1st Avenue, Broken Bow, 68822

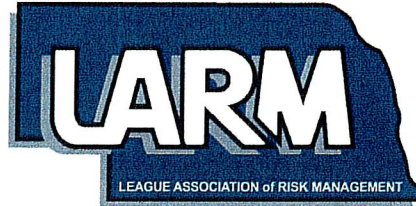
Line	Classification	Description	Serial No	Coverage Limit	Valuation	Deductible
13	Property in the Open	Siren		\$35,440	RC	\$5,000

Total Property in the Open \$35,440  
Total Location Additional Property Scheduled Value \$35,440

### 20 - - Industrial Drive, Broken Bow, 68822

Line	Classification	Description	Serial No	Coverage Limit	Valuation	Deductible
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## LARM - Additional Property Statement of Values

City of Broken Bow

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### 20 - - Industrial Drive, Broken Bow, 68822

Line	Classification	Description	Serial No	Coverage Limit	Valuation	Deductible
30	Property in the Open	Substation		\$3,279,967	RC	\$5,000
Total Property in the Open					\$3,279,967	
Total Location Additional Property Scheduled Value					\$3,279,967	

### 28 - 1 - 821 S B Street, Broken Bow, 68822

Line	Classification	Description	Serial No	Coverage Limit	Valuation	Deductible
58	Property in the Open	Substation (NO BLANKET)		\$1,000,000	SA	\$5,000
Total Property in the Open					\$1,000,000	
Total Location Additional Property Scheduled Value					\$1,000,000	
Grand Total Contractor Equipment					\$2,707,185	
Grand Total Property in the Open					\$13,221,661	
Grand Total Additional Property Scheduled Value					\$15,928,846	

\_\_\_\_\_  
Member Signature

\_\_\_\_\_  
Date



## Schedule of Covered Vehicles

City of Broken Bow

Effective Date: 10/01/2024

Printed on: 09/24/2024

#	Year	Make	Model	VIN	Type	Value	Valuation	Comp	Ded	Coll	Ded
1	1966	Trailer	Homemade Trailer	15A	Trailers		Liability Only	N		N	
2	1937	International	Fire Truck	6410	Antique Firetruck (Parade Use Only)		Liability Only	N		N	
3	1989	Ford	Fire Truck	1FDYD80 U5KVA03 678	Fire Trucks	52,000	RC	Y	\$10,000	Y	\$10,000
4	1976	International	Service Truck	6456	Med Truck-Local 10-20K GVW		Liability Only	N		N	
5	1990	Chevrolet	Pickup Truck	1GCGK24 K81E1659 16	Light Truck-Local 0-10K GVW		Liability Only	N		N	
6	1977	Chevrolet	Sewer Jetter Truck	1994	Med Truck-Local 10-20K GVW	90,000	ACV	Y	\$1,000	Y	\$1,000
7	1990	Chevrolet	1500 Pickup	2GCEC14 Z9L11296 79	Light Truck-Local 0-10K GVW		Liability Only	N		N	
8	1995	Ford	F250 Pickup	1FTHF26 H5SNB07 058	Light Truck-Local 0-10K GVW		Liability Only	N		N	





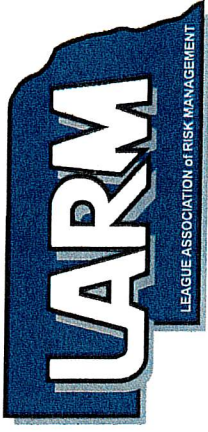
## Schedule of Covered Vehicles

### City of Broken Bow

Effective Date: 10/01/2024

Printed on: 09/24/2024

9	1981	GMC	Basket Truck	1GDG6D1 B9BV557 785	Med Truck-Local 10- 20K GVW	Liability Only	N	N	
10	2000	Chevrolet	Pickup	1GCGK24 R8YF480 844	Light Truck-Local 0-10K GVW	Liability Only	N	N	
11	1987	Ford	Dump Truck	1FDYR82 A2HVA07 250	Med Truck-Local 10- 20K GVW	Liability Only	N	N	
12	2003	International	Cab & Chassis 4300SBA	1HTMMA AN13H56 2245	Heavy Truck-Local 21- 45K GVW	ACV	Y	\$1,000	Y \$1,000
13	2003	Freightliner	M-2 Pumper Truck	1FVACYC 534HM08 141	Fire Trucks	RC	Y	\$10,000	Y \$10,000
14	2005	Chevrolet	Pickup	1GCEC14 X35Z3588 22	Light Truck-Local 0-10K GVW	ACV	Y	\$1,000	Y \$1,000
15	2003	Chevrolet	Pickup	1GCEC14 X73Z2191 61	Light Truck-Local 0-10K GVW	ACV	Y	\$1,000	Y \$1,000
16	2006	Chevrolet	Pickup	1GCHK24 U56E2325 46	Light Truck-Local 0-10K GVW	ACV	Y	\$1,000	Y \$1,000



## Schedule of Covered Vehicles

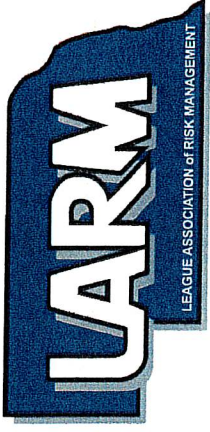
### City of Broken Bow

Effective Date: 10/01/2024

Printed on: 09/24/2024

17	2006	Ford	E450 Type 3	1FDXE45 P26DB00 Ambulances 370	112,000	RC	Y	\$10,000	Y	\$10,000
18	1998	Ford	F150 Pickup	1FTZF172 XWKC139 Light Truck-Local 0-10K 60 GVW	16,000	ACV	Y	\$1,000	Y	\$1,000
19	2003	Chevrolet	K3500 Extended Cab Pickup	1GBJK39 U93E1332 Light Truck-Local 0-10K 13 GVW	30,167	ACV	Y	\$1,000	Y	\$1,000
20	2003	Trailer	Titan Flat Bed Trailer	4TGF182 07310251 Trailers 08		Liability Only	N		N	
21	1994	GMC	Conventional Cab	1GDJ7H1 P3RJ5142 Med Truck-Local 10- 44 20K GVW		Liability Only	N		N	
22	2007	Trailer	Fastlane Utility Trailer	1F9UR10 117M1714 Trailers 50	850	ACV	N		Y	\$1,000
23	1988	Ford	L8000 Dump Truck	1FDYU80 U4JVA29 Heavy Truck-Local 21- 090 45K GVW	8,000	ACV	N		Y	\$1,000
24	2004	Ford	F-250	1FDNX21 L34E0914 Light Truck-Local 0-10K 96 GVW	42,905	ACV	Y	\$1,000	Y	\$1,000





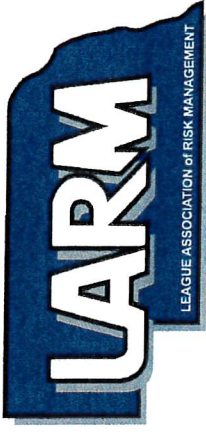
## Schedule of Covered Vehicles

### City of Broken Bow

Effective Date: 10/01/2024

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25	2011	Chevrolet	Silverado CC10753	1GCRCP EXXBZ34 6472	Light Truck-Local 0-10K GVW	27,435	ACV	Y	\$1,000	Y	\$1,000
26	1999	GMC	C8500 Dump Truck	1GDS7H4 C3XJ5031 42	Heavy Truck-Local 21- 45K GVW	39,200	ACV	Y	\$1,000	Y	\$1,000
27	2012	Chevrolet	Impala	2G1WD5 E3XC124 7185	Police	27,000	ACV	Y	\$1,000	Y	\$1,000
28	2012	Chevrolet	Impala	2G1WD5 E35C1247 692	Police	27,000	ACV	Y	\$1,000	Y	\$1,000
29	1989	International	F1954 Conventional Cab	1HTLKZ2 R6KH649 204	Heavy Truck-Local 21- 45K GVW	54,521	Liability Only	N	N	N	
30	2013	Chevrolet	K2500 4x4 Silverado	1GC0KVC G2DZ150 614	Light Truck-Local 0-10K GVW	32,255	ACV	Y	\$1,000	Y	\$1,000
31	1971	Mack	Truck Tractor	R68ST19 118	Heavy Truck Tractors 0- 45K lbs	30,103	Liability Only	N	N	N	
32	1966	Trailer	Low Boy Trailer	9838LMB	Semi Trailers	7,664	Liability Only	N	N	N	
33	2011	Chevrolet	Impala 4 Door	2G1WD5 EM6B127 494	Police	25,800	ACV	Y	\$1,000	Y	\$1,000



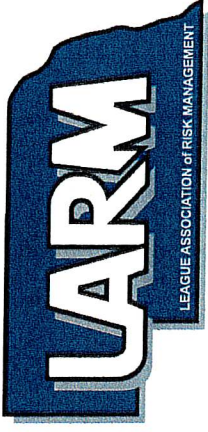
## Schedule of Covered Vehicles

### City of Broken Bow

Effective Date: 10/01/2024

Printed on: 09/24/2024

34	2013	Freightliner	M2 112	1FVACXD T0DHFF3 203	Heavy Truck-Local 21- 45K GVW	124,928	ACV	Y	\$1,000	Y	\$1,000
35	2010	Ford	F350	1FDWX3 GY3AEA5 4864	Med Truck-Local 10- 20K GVW	26,450	ACV	Y	\$1,000	Y	\$1,000
36	2013	Trailer	Titan Flat Bed Trailer	4TGF202 03D10671 76	Trailers	5,500	ACV	Y	\$1,000	Y	\$1,000
37	2013	Chevrolet	Silverado Pickup	3GCPKSE 7XDG321 166	Light Truck-Local 0-10K GVW	36,395	ACV	Y	\$1,000	Y	\$1,000
38	2007	International	4300 Digger Truck	1HTMMA AN37H38 0410	Heavy Truck-Local 21- 45K GVW	80,000	ACV	Y	\$1,000	Y	\$1,000
39	2014	Ford	F150	1FTFX1E F1EKD27 219	Light Truck-Local 0-10K GVW	31,555	ACV	Y	\$1,000	Y	\$1,000
40	2014	Ford	F250	1FTBF2B 68EEA38 042	Light Truck-Local 0-10K GVW	32,715	ACV	Y	\$1,000	Y	\$1,000
41	2014	Chevrolet	Impala	2G1WD5 E31E1160 911	Police	27,340	ACV	Y	\$1,000	Y	\$1,000



## Schedule of Covered Vehicles

### City of Broken Bow

Effective Date: 10/01/2024

Printed on: 09/24/2024

42	2014	Ford	F150 Supercab	1FTFX1E F7EFD09 798	Light Truck-Local 0-10K GVW	31,555	ACV	Y	\$1,000	Y	\$1,000
43	2015	Chevrolet	Impala	2G1WD5 E37F1131 477	Police	27,340	ACV	Y	\$1,000	Y	\$1,000
44	2016	Chevrolet	4WD DBL Silverado Pickup	1GB5KYC G4GZ125 892	Light Truck-Local 0-10K GVW	43,320	ACV	Y	\$1,000	Y	\$1,000
45	2016	Ford	F450 Ambulance	1FDUF4H T0GEB70 499	Ambulances	38,019	RC	Y	\$10,000	Y	\$10,000
46	2016	Trailer	4 Wheel Trailer	1G924152 3GM1190 05	Trailers	5,000	ACV	Y	\$1,000	Y	\$1,000
47	1972	International	Truck	9371	Med Truck-Local 10- 20K GVW		Liability Only	Y	\$1,000	Y	\$1,000
48	2014	Chevrolet	Silverado Pickup	1GC0KVC GXEF173 240	Light Truck-Local 0-10K GVW	32,765	ACV	Y	\$1,000	Y	\$1,000
49	2018	Chevrolet	1500 Pickup	1GCVKN EC7JZ149 826	Light Truck-Local 0-10K GVW	49,665	ACV	Y	\$1,000	Y	\$1,000
50	2011	Dodge	5500 Truck	3D6WU7E L6BG610 777	Med Truck-Local 10- 20K GVW	41,735	ACV	Y	\$1,000	Y	\$1,000





## Schedule of Covered Vehicles

### City of Broken Bow

Effective Date: 10/01/2024

Printed on: 09/24/2024

51	2018	Ford	Explorer	1FM5K8A RXJGB92 Police 009	34,140	ACV	Y	\$1,000	Y	\$1,000	
52	2007	Ford	Expedition	1FMFU16 527LA116 43	Light Truck-Local 0-10K GVW	32,075	ACV	Y	\$1,000	Y	\$1,000
53	2019	Ford	E450SD Cutaway	1FDFE4F S3KDC27 Buses 685	65,000	ACV	Y	\$1,000	Y	\$1,000	
54	2020	GMC	GMC-Chevy 3500 HD	1GB5YSE 74LF2160 49	Med Truck-Local 10- 20K GVW	50,910	ACV	Y	\$1,000	Y	\$1,000
55	1999	Pierce	Dash 100 Skyarm Fire Truck	4P1CT02 S7XA000 012	Fire Trucks	160,000	RC	Y	\$10,000	Y	\$10,000
56	1995	GMC	1500 Pickup	1GTEK14 K3SZ5692 80	Light Truck-Local 0-10K GVW	18,021	ACV	Y	\$1,000	Y	\$1,000
57	2014	Freightliner	108SD Vac	1FVHG5C Y1EHFP9 349	Heavy Truck-Local 21- 45K GVW	117,500	ACV	Y	\$1,000	Y	\$1,000
58	2007	Sterling	LT7501 Truck	2FZHATD C87AX14 546	Heavy Truck-Local 21- 45K GVW	78,550	ACV	Y	\$1,000	Y	\$1,000



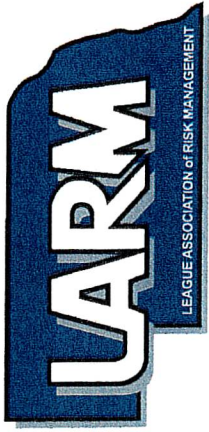
## Schedule of Covered Vehicles

### City of Broken Bow

Effective Date: 10/01/2024

Printed on: 09/24/2024

59	2022	Ford	Explorer	1FM5K8A B6NGA52 Police 256	41,795	ACV	Y	\$1,000	Y	\$1,000
60	2021	Ford	Escape	1FMCU9G Passenger 64MUA07 Car/Vans/Pickups 785	28,110	ACV	Y	\$1,000	Y	\$1,000
61	2022	Ford	Explorer	1FM5K8A B2NGA52 Police 349	40,980	ACV	Y	\$1,000	Y	\$1,000
62	2016	Chevrolet	Silverado	1GC2KVE Light Truck-Local 0-10K G4GZ327 GVW 738	41,285	ACV	Y	\$1,000	Y	\$1,000
63	1994	Kenworth	T600A	1XKAD69 Heavy Truck-Local 21- X5RS616 45K GVW 715	100,130	ACV	Y	\$1,000	Y	\$1,000
64	2019	Chevrolet	Tahoe K1500	1GNSKAK Light Truck-Local 0-10K CXKR145 GVW 410	50,900	ACV	Y	\$1,000	Y	\$1,000
65	2023	Ford	Explorer	1FM5K8A B5PGA80 Police 505	59,013	ACV	Y	\$1,000	Y	\$1,000
66	2023	Ford	Explorer	1FM5K8A BXPGA79 Police 740	59,013	ACV	Y	\$1,000	Y	\$1,000



Schedule of Covered Vehicles

City of Broken Bow

Effective Date: 10/01/2024  
Printed on: 09/24/2024

67	2023	Chevrolet	Silverado CK10543	2GCUDD ED0P114 5353	Light Truck-Local 0-10K GVW	57,235	ACV	Y	\$1,000	Y	\$1,000
68	2024	Chrysler	Silverado CK20753	1GC2YLE 70RF3366 85	Light Truck-Local 0-10K GVW	59,285	ACV	Y	\$1,000	Y	\$1,000

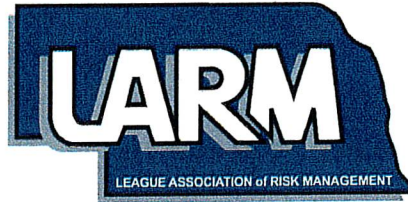
Total Location Vehicle Value: 2,659,410

Total ACV Value: 2,025,103    Total RC Value: 542,019    Total SA Value: 0    Grand Total Vehicle Value: 2,659,410

Member Signature

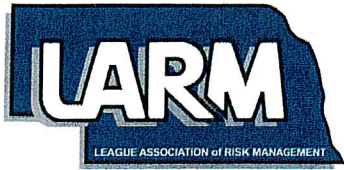
Date





## LARM Liability Coverage Document – Schedule of Coverages City of Broken Bow

<u>Coverage</u>	<u>Effective Date</u>	<u>Retroactive Date</u>	<u>Limit</u>	<u>Deductible</u>
<b>Legal Liability for Automobile Claims</b>	<b>10/1/2024</b>	<b>10/1/2024</b>	<b>\$5,000,000</b>	<b>\$0</b>
Covered Pollution Cost or Expense for Automobiles Coverage	10/1/2024	10/1/2024	\$0	\$0
Uninsured and Underinsured Motorist Per Person	10/1/2024	10/1/2024	\$1,000,000	\$0
Uninsured and Underinsured Motorist Per Occurrence	10/1/2024	10/1/2024	\$1,000,000	\$0
Hired & Non-Owned Auto Liability	10/1/2024	10/1/2024	\$5,000,000	\$0
Medical Expenses - Automobile	10/1/2024	10/1/2024	\$5,000	\$0
<b>Legal Liability for General Liability Claims</b>	<b>10/1/2024</b>	<b>10/1/2024</b>	<b>\$5,000,000/ \$5,000,000</b>	<b>\$0</b>
Cemetery Professional Liability	10/1/2024	10/1/2024	\$1,000,000	\$0
Fire Legal Liability	10/1/2024	10/1/2024	\$100,000	\$0
Good Samaritan	10/1/2024	10/1/2024	\$0	\$0
Medical Expenses - Other than Automobile	10/1/2024	10/1/2024	\$5,000	\$0
Medical Malpractice	10/1/2024	10/1/2024	\$0	\$0
Non-Monetary Relief Defense Expense	10/1/2024	10/1/2024	\$50,000	\$0
Reimbursement of Criminal Defense Expense	10/1/2024	10/1/2024	\$10,000	\$0
Sanitary Sewer Backup Liability Per Building	10/1/2024	10/1/2024	\$15,000	\$5,000
Sanitary Sewer Backup Liability Per Occurrence	10/1/2024	10/1/2024	\$75,000	\$25,000
Pollution Liability Coverage - Pesticides	10/1/2024	10/1/2024	\$300,000	\$0
<b>Public Officials Wrongful Acts</b>	<b>10/1/2024</b>	<b>8/1/1992</b>	<b>\$5,000,000/ \$5,000,000</b>	<b>\$10,000</b>
Employment Expense	10/1/2024	10/1/2024	\$25,000	\$0
Employee Benefit Liability	10/1/2024	10/1/2024	\$1,000,000	\$0
Employment Practices Wrongful Acts	10/1/2024	8/1/1992	\$5,000,000/ \$5,000,000	\$10,000
<b>Legal Liability for Law Enforcement Claims</b>	<b>10/1/2024</b>	<b>10/1/2024</b>	<b>\$5,000,000/ \$5,000,000</b>	<b>\$2,500</b>



# League Association of Risk Management Nebraska Workers' Compensation Coverage Contribution Worksheet

**Entity:** City of Broken Bow

**Effective Date:** 10/01/2024

**Expiration Date:** 10/01/2025

Code	Classification	Estimated Pro Rata Payroll	Rate	Estimated Pro Rata Contribution
5506	Street or Road Construction - All Operations	\$249,384	5.9375	\$14,807
7370	Ambulance Drivers & Attendants	\$49,997	3.7000	\$1,850
7380	Drivers, Chauffeurs & Helpers NOC	\$12,776	4.4375	\$567
7520	Waterworks Operations & Drivers	\$173,685	3.5500	\$6,166
7539	Electrical Power or Light Co. NOC & Drivers	\$421,033	1.8250	\$7,684
7580	Sewage Disposal Plant Operation and Drivers	\$135,782	2.4625	\$3,344
7590	Environmental Cleanup - Soil Incineration	\$14,379	3.5875	\$516
7711	Fire Fighters & Volunteers	\$9,600	22.6797	\$2,177
7720	Police Officers & Drivers	\$557,666	5.7208	\$31,903
8810	Clerical-Office Employees NOC	\$375,012	0.1375	\$516
8810	Clerical-Office Employees NOC	\$135,938	0.1375	\$187
8820	Attorney	\$0	0.1625	\$0
9015	Buildings-Operations by Owner (Lifeguard)	\$0	2.7250	\$0
9015	Buildings-Operations by Owner (Lifeguard)	\$57,810	2.7250	\$1,575
9102	Park NOC-All Empl & Drivers	\$232,056	2.7250	\$6,324
9410	Municipal, Township, County or State Employee	\$0	2.4000	\$0
<b>Total</b>		<b>\$2,425,118</b>		<b>\$77,616</b>
<b>Total Manual Contribution</b>				<b>\$77,616</b>
	Employer Liability Increased Limits			
	Bodily Injury by Accident (per Accident)	\$500,000		
	Bodily Injury by Disease (per Employee)	\$500,000		
	Bodily Injury by Disease (Policy Limit)	\$500,000		
	+ Applicable Increased Limits Factor Min.			\$1,319
	Contribution			
	- Deductible Credit			\$0
	<b>= Subject Contribution</b>			<b>\$78,935</b>
	x Experience Modification Factor	0.81		(\$14,998)
	<b>= Modified Contribution</b>			<b>\$63,938</b>
	+ Contribution Volume Discount			\$4,923
	+ Expense Constant			\$180
	+/- Schedule Rating Factor			(\$7,268)
	<b>= Estimated Annual Contribution</b>			<b>\$58,685</b>
	x Participation Discount	1.00		\$0
<b>= Total Estimated Pro Rata Contribution</b>				<b>\$61,773</b>

Return to agenda

**AGREEMENT FOR THE ESTABLISHMENT AND OPERATION  
OF THE  
LEAGUE ASSOCIATION OF RISK MANAGEMENT**

**UNDER THE  
INTERGOVERNMENTAL RISK MANAGEMENT ACT  
AND THE INTERLOCAL COOPERATION ACT  
STATE OF NEBRASKA**

1. Parties. The parties to this Agreement are the Nebraska public agencies that are signatories hereto.
2. Recitals. This Agreement is based upon certain understandings and in furtherance of certain purposes, as follows:
  - 2.1. Nebraska law permits two or more public agencies to make and execute an agreement providing for joint and cooperative action in accordance with the Intergovernmental Risk Management Act to form, become members of, and operate a risk management pool for the purpose of providing to members risk management services and insurance coverages in the form of group self-insurance or standard insurance, including any combination of group self-insurance and standard insurance, to protect members against losses arising from any of the following:
    - a. General liability
    - b. Damage, destruction, or loss of real or personal property, including, but not limited to, loss of use or occupancy, and loss of income or extra expense resulting from loss of use or occupancy;
    - c. Errors and omissions liability; and
    - d. Workers' compensation liability.
  - 2.2. The signatories hereto have determined that there is a need to establish and operate a risk management pool to provide some or all the types of service and coverages identified in Section 2.1.
3. Definitions.
  - 3.1. Act shall mean the Intergovernmental Risk Management Act, *Neb. Rev. Stat.* Sections 44-4301 et seq., and all amendments thereto.
  - 3.2. Administrator shall mean the Executive Director of the League of Nebraska Municipalities.
  - 3.3. Agreement shall mean this agreement for the establishment and operation of LARM and any addenda, extensions or amendments hereto.
  - 3.4. Board shall mean the Board of Directors of the League Association of Risk Management.
  - 3.5. Bylaws shall mean the bylaws established and approved under this agreement governing the operation of LARM.
  - 3.6. Director shall mean the State of Nebraska Director of Insurance.
  - 3.7. Errors and omissions liability shall mean liability to which a member of a governing body of a public agency may be subject in an individual capacity by reason of any error, misstatement,



misleading statement, act, omission, neglect of duty, or breach of duty, including misfeasance or nonfeasance in the performance of duties of the public agency.

- 3.8. Former member shall mean a member of LARM after its participation has terminated either voluntarily or involuntarily. A member is only a former member with regard to any terminated period of participation. A member may be a participating member for one period of participation, and a former member for a previous or subsequent period of participation.
- 3.9. General liability shall mean any liability other than workers' compensation liability, to which a public agency may be subject (a) directly, (b) by reason of liability arising out of an act or omission of its employee, agent or officer in the course and scope of employment, (c) by reason of liability arising out of an act or omission of its student in the course and scope of education or training, or (d) by reason of liability it has assumed by contract. It includes, but is not limited to, liability commonly protected against by casualty insurance, general liability insurance, professional liability insurance, automobile insurance, motor vehicle insurance, and surety and fidelity insurance.
- 3.10. Group self-insurance shall mean the pooling of public money by a risk management pool from contributions by its members for the purpose of payment of losses incurred by members which are protected against by the pool.
- 3.11. League shall mean the League of Nebraska Municipalities.
- 3.12. League Association of Risk Management or LARM shall mean the risk management pool established and operated under this agreement
- 3.13. Member, in the context of a member of LARM, shall mean any municipality or other public agency whose application for membership has been approved by the Board and that has lawfully entered into this agreement.
- 3.14. Coverage Document shall mean the extension to this agreement, provided for in Section 7.1.
- 3.15. Participating member or participant shall mean a member of LARM for that period of time from its admittance into this agreement until that member's participation is terminated either voluntarily or involuntarily.
- 3.16. Public agency shall mean any county, city, village, school district, public power district, rural fire district, or other political subdivision of the State of Nebraska, the State of Nebraska, the University of Nebraska, and any corporation whose primary function is to act as an instrumentality or agency of the State of Nebraska.
- 3.17. Risk management pool shall mean an association formed by two or more public agencies by an agreement pursuant to the Intergovernmental Risk Management Act providing for joint and cooperative action in the use of their financial or administrative resources in order to accomplish any of the public and governmental purposes authorized by the Act.

- 3.18. Standard insurance shall mean any policy of insurance issued by a company licensed to transact insurance business in the State of Nebraska for any policy of insurance issued in accordance with the requirements for a lawful surplus lines insurance transaction.
- 3.19. Workers' compensation liability shall mean liability to which a public agency may be subject as an employer under the Nebraska Workers' Compensation Act.
4. Establishment. The undersigned public agencies hereby jointly and cooperatively establish a risk management pool under the provisions of the Act with all the rights, powers and privileges vested in and conferred upon such a pool under the laws of the State of Nebraska. The name of the pool shall be the League Association of Risk Management.
5. Purpose. The purpose of this agreement is to establish and operate a pool as provided in Section 2.1.
6. Powers. In order to carry out this purpose, LARM shall exercise and enjoy all the powers, privileges and authority exercised or capable of exercise by a pool created pursuant to the Act, including, but not limited to, the power to issue bonds or other obligations on behalf of public agencies or to otherwise assist in the issuance by such public agencies of such obligations; provided, however, that nothing herein shall prevent any of the parties hereto from separately exercising any such powers, privileges or authority.
7. Financial Plan. The Board shall establish and maintain a Financial Plan in accordance with the Act, including each of the following.
- 7.1. Coverage Document. The Board shall establish and maintain a Coverage Document which shall set forth:
- 7.1.1. the types of coverage to be offered by LARM in the form of group self-insurance;
  - 7.1.2. applicable deductible levels;
  - 7.1.3. maximum levels of claims which LARM will self-insure; and
  - 7.1.4. guidelines to assist members in identifying what losses are covered, what losses are excluded from coverage, and any other terms and conditions under which group self-insurance coverage is provided, limited or excluded.
- Any change to the Coverage Document shall be adopted by a majority vote of the Board and such change shall be filed with the Director at least thirty (30) days in advance of the effective date of change.
- 7.2. Cash Reserves. The Board shall review appropriate actuarial analyses and shall establish and maintain an amount of cash reserves to be set aside for the payment of claims.
- 7.3. Standard Insurance. The Board shall establish and approve the amount of standard insurance to be purchased by LARM to provide coverage over and above the claims which are not to be satisfied directly from LARM's resources.
- 7.4. Excess Insurance. The Board shall establish and approve the amount of aggregate excess insurance coverage and specific excess insurance coverage to be purchased in a given fiscal period.

8. Plan of Management. The Board shall establish and maintain a Plan of Management in accordance with the Act, including each of the following.
- 8.1. Board of Directors. The governing authority of LARM shall be a Board of Directors consisting of elected or appointed officials or employees of participating members. The initial Board shall consist of nine persons, but the number may be increased by the Board up to fifteen persons to maintain appropriate size and geographic representation as the number of LARM members increases. A vacancy on the Board shall be filled by a majority vote of the Board upon recommendation made by the Administrator. The person appointed to fill a vacancy shall serve for the remainder of the term of the vacating director.
- 8.1.1. The President of the League and the Administrator shall be non-voting ex officio members of the Board of Directors.
- 8.1.2. The ex officio members of the Board shall be in addition to the elected and appointed members of the Board, and shall not be counted for purposes of a quorum.
- 8.1.3. Each elected or appointed Board member shall be entitled to one vote in all matters that come before the Board.
- 8.1.4. Board election procedures shall be as follows;
- 8.1.4.1. A nominating committee shall recommend candidates for the Board to the members. The nominating committee shall consist of the chairperson of the Board, an individual from a participating member selected by the Board and the Administrator. Additional nominations shall be requested from participating members at the meeting.
- 8.1.4.2. Each participating member may cast one vote for each of the open Board positions.
- 8.1.5. Members of the Board of Directors shall serve staggered terms of three years to promote stability and continuity.
- 8.1.6. The terms of office of the members of the Board of Directors shall commence January 1<sup>st</sup> of the first year of the term and conclude on December 31<sup>st</sup> of the last year of the term.
- 8.1.7. Term Limit. The Board of Directors service shall be restricted to two consecutive three-year terms to assure that all LARM members have opportunity for representation as Board members. Any LARM member that has previously been represented on the LARM Board of Directors may be eligible again for future service following at least one three-year interval of non-Board service following the term limit restriction when the member is not represented on the Board.
- 8.2. Group Self-Insurance Funding. Costs associated with the group self-insurance operations of LARM shall be financed through the annual and supplementary contributions paid by the participating members, through the income earned from the investment of LARM funds by the Board, and through any other monies which may be lawfully received by LARM and made part of LARM's assets.
- 8.2.1. All annual contributions shall be computed and established by the Board based on actuarial evaluations, rating plans, and other analyses of the amounts necessary for the payment of



claims and losses, the payment of premiums for insurance and excess insurance or reinsurance, the establishment and maintenance of reasonable reserves and the payment of any and all expenses of LARM reasonably and lawfully incurred.

- 8.2.2. The amount of the annual contribution to be paid by each participating member shall be established by the Board to ensure the equitable distribution of costs among participating members based on each member's proportionate risk of loss, limit of coverage, loss experience and loss control efforts. Participating members may elect, by resolution: a) a 3 year commitment, to provide written notice of termination at least 180 days prior to the desired termination date for a 5% discount; b) a 2 year commitment, to provide written notice of termination at least 180 days prior to the desired termination date for a 4% discount; c) to provide written notice of termination at least 180 days prior to the desired termination date for a 2% discount; d) a 3 year commitment, to provide written notice of termination at least 90 days prior to the desired termination date for a 2% discount; e) a 2 year commitment, to provide written notice of termination at least 90 days prior to the desired termination date for a 1% discount; f) to provide written notice of termination at least 90 days prior to the desired termination date.
- 8.2.3. The Board shall file with the Director and certify to each participating member the amount of any annual contribution at least thirty (30) days in advance of the due date. Each participating member shall timely pay all annual and supplementary contributions established by the Board.
- 8.2.4. Supplemental contributions based on changes to a member's exposure during a fiscal year for which such member's annual contribution has already been calculated shall be charged at the same rate used to calculate the annual contribution for that fiscal year.
- 8.2.5. All contributions paid by the participating members shall be deemed earned by LARM when received, and any refund or return of contributions shall be subject to minimum contribution amounts, penalties, fees or other limitations established by the Board.
- 8.3. Loss Reserves. LARM shall maintain funds adequate to pay claims, establish cash reserves and establish reserves for claims that have been incurred but not yet reported.
- 8.4. Surplus. LARM shall also maintain surplus deemed appropriate by the Board, which shall meet any minimum surplus level required under the Act or regulations adopted thereunder.
- 8.5. Assessments for Deficiencies. If in the opinion of the Board or the Director the assets of LARM are at any time insufficient to enable LARM to discharge its liabilities and other obligations and to maintain adequate reserves and surpluses in accordance with reasonable determinations by the Director, LARM shall make up the deficiency or the Director shall order LARM to levy an assessment upon its members in an amount necessary to make up the deficiency to be paid by each member which participated in LARM during any part of the fiscal year to which the deficit is assignable.

- 8.5.1. Assessments shall be computed and established by the Board in the same proportion that the annual contribution of the individual member bears to the total annual contributions of all members in the year in which such deficit occurs.
- 8.5.2. All assessments shall be due and payable by each member when notice of the assessment is received and shall be delinquent thirty (30) days thereafter.
- 8.6. Calculation and Distribution of LARM Surplus Assets. Subject to the limitations imposed in this section and elsewhere in this Agreement, the Board may make periodic distributions of surplus assets.
- 8.6.1. The Board shall have the authority to decide when the distribution of surplus assets is to be made, the fiscal year(s) to which the distribution is applicable, the amount to be distributed, and the basis for the distribution.
- 8.6.2. Participating members shall be eligible to receive distributions of surplus assets during the period(s) for which they were participating members, but only in accordance with the provisions of the Agreement and the formula for the distribution of surplus assets adopted by the Board.
- 8.6.3. No distribution of surplus assets shall be made sooner than three (3) years from the inception of LARM. No surplus assets attributable to any fiscal year shall be distributed sooner than twelve (12) months after the end of that fiscal year. No distribution of surplus assets shall be distributed without prior approval of the Director, as set forth in the Act.
- 8.6.4. The distributable surplus assets for any fiscal year shall be those assets remaining after:
- a. Payment has been made for all claims, losses and expenses due and payable;
  - b. Reasonable reserves have been established for claims previously occurring and reported and expenses associated therewith;
  - c. Reasonable reserves have been established for claims incurred, but not reported, and expenses associated therewith; and
  - d. Reasonable reserves have been established for future adverse loss deviation and expenses associated therewith.
- 8.6.5. The Board shall calculate each participating member's proportionate share of surplus assets in accordance with a formula adopted by the Board. The formula shall be structured so as to support and foster the purposes and objectives for which LARM was created, including, but not limited to: individual loss experiences; individual member contributions relative to total contributions; the duration of LARM participation; and the overall loss experience of LARM. The formula adopted by the Board may provide that a failure to comply with risk management standards or recommendations, or that the existence of a specified loss-to-contributions ratio, shall disqualify a member from receiving all or a specified portion of the member's proportionate share of surplus assets.

- 8.6.6. A former member may be entitled to receive a share of a distribution of surplus assets calculated for the period for which they were a participating member under the formula and criteria adopted by the Board.
- 8.6.7. Any participating member may elect to have the distribution of its proportionate share of surplus assets applied as a credit against future annual or supplementary contributions or assessments.
- 8.7. Dissolution of LARM. LARM shall be dissolved upon the first to occur of the following;
- a. When less than two public agencies are participating in LARM; or
  - b. such time as the Board determines that the number of participating members and/or the size of the annual contribution is too small to adequately indemnify against the risks specified in the Memorandum of Coverage.
- 8.7.1. Any dissolution pursuant to Section 8.7(b) shall not be effective until the Board has given each participating member at least ninety (90) days written notice of such dissolution.
- 8.7.2. Upon dissolution of LARM, adequate provision shall be made for all pending and anticipated claims.
- 8.7.3. The Board shall submit a written request to the Director for approval of the plan to dissolve LARM as provided by the Act. After the Director approves the application for voluntary dissolution, LARM shall, within thirty (30) days after such approval, place the matter before the members for a vote.
- 8.8. Distribution of Surplus at Dissolution. At the dissolution of LARM's existence, any surplus funds over and above those necessary to pay or reserve against the expenses and liabilities of LARM shall vest in and be distributed among the participating and former members. Such distribution shall be allocated among participating and former members in proportion to the contributions made by each member.
- 8.9. New Members. All public agencies are eligible to make application and become members of LARM in the following manner:
- 8.9.1. The applicant public agency must provide such loss history, exposure information, and other information as is required by the Board;
  - 8.9.2. Public agencies making application after the initial effective date of this Agreement may be required by the Board to pay an application fee;
  - 8.9.3. The public agency must enter into this Agreement by resolution passed by its governing body;
  - 8.9.4. An applicant that is a municipality, sanitary and improvement districts, public power agencies, and such other public agencies of the State of Nebraska must be approved by the League; and
  - 8.9.5. The Board, in its sole discretion, shall accept or reject each application. The Board may authorize the Administrator to accept applications.



8.9.6. A public agency shall become a member of LARM on the later to occur of the following:

- a) The approval of the application of the such public agency by the Board; and
- b) The due execution of this Agreement.

8.10. Voluntary Termination of a Member. A member may voluntarily terminate its participation in LARM by written notice of termination given to LARM and to the Director at least ninety (90) days prior to the desired termination date. Members may agree to extend the required termination notice beyond ninety (90) days in order to realize reduced excess coverage costs, stability of contribution rates and efficiency in operation of LARM. The Board may approve of a plan to provide contribution credits for members extending their required termination notice beyond ninety (90) days. Such termination shall not be effective until approved by the Director as provided by the Act.

8.11. Involuntary Termination of a Member. A member may be involuntarily terminated as a participating member of LARM if the Director finds, after due notice and hearing, that:

- a) The member has failed to pay any contribution or assessment to LARM;
- b) The member has failed to discharge any other obligation it owes to LARM; or
- c) The member has failed to comply with the laws of the state, rules of the Department of Insurance or bylaws of LARM.

Such hearing may be initiated by the Director on his or her own initiative, or at the request of the Board.

8.12. Effect of Termination on Obligations to LARM. A former member shall remain liable for any costs and obligations incurred by LARM while the public agency was a participant, and for any contractual obligation the public agency has entered into with LARM on or before the date of termination, as provided by the Act.

8.13. Funds and Reserves by Exposure Area. The Board shall review appropriate actuarial analyses to identify appropriate funds and reserves by exposure area.

8.14. Payment of Claims. The Board shall ensure that all claims covered by the Memorandum of Coverage are paid promptly.

8.15. No Private Benefit. No part of the net earnings or assets of LARM shall inure to the benefit of any private person.

8.16. Loss Control Program. The Board shall approve a system or program of controlling member losses.

8.17. Powers of the Board. In addition to other powers granted under this agreement, the Board shall have the power to:

- 8.17.1. Sit as a quasi-judicial body to hear and make determinations regarding any members dispute regarding the interpretation, intent, coverage, limitations, or exclusions of the Memorandum of Coverage;

- 8.17.2. Take all necessary precautions to safeguard the assets of LARM; and exercise fiduciary duties concerning those assets and the overall operations of LARM
  - 8.17.3. Make and enter into any and all contracts, leases, and agreements necessary or desirable to carry out any of the powers granted or duties imposed under this Agreement or any applicable law or regulation;
  - 8.17.4. Establish the duties and responsibilities of the Administrator;
  - 8.17.5. Sue and be sued, make contracts, hold and dispose of real and personal property, borrow money, contract debt, and pledge LARM assets in the name of LARM; and
  - 8.17.6. Exercise such other powers as are necessary for the proper operation of LARM to carry out the terms of this Agreement and to comply with the Act, rules and regulations adopted under the Act, and any other State or Federal laws, rules or regulations, and the LARM Bylaws.
- 8.18. Bylaws and Rules of Operation. The Board may make bylaws pertaining to the exercise of its purpose and powers. The Board may, from time to time, revise the bylaws. The Board may also from time to time adopt policies, rules and procedures for the administration and operation of LARM, by majority vote of the Board, so long as such policies, rules, and procedures are not inconsistent with this Agreement or the bylaws. No provisions of the bylaws, policies, rules or procedures shall be inconsistent with the Agreement or the Act.
9. Financial Reports. Financial reports shall be prepared on a statutory basis as required by the Department of Insurance.
10. Banking Relationships. LARM shall establish bank accounts necessary to carry out the terms and meet the operational needs of this Agreement. Controls shall be established and funds shall be invested so that LARM is managed in a conservative and prudent manner.
11. Financial Records. The Board shall maintain complete financial records for each type of coverage as required by the Act.
12. Inspections. LARM and its representatives shall be permitted, but shall not be obligated, to inspect a member's properties and operations at any time. Neither LARM's right to make inspections nor the making thereof shall constitute an undertaking on behalf of or for the benefit of a public agency or others to determine or warrant that such property or operations are safe or are in compliance with any law, rule or regulation.
13. Member Examinations and Audits. LARM may examine and audit the member's records at any time during the period this Agreement is in effect, and during any extensions hereof, and within three years after such member is no longer a participating member of LARM, insofar as the records may relate to the subject matter of this Agreement.
14. LARM Financial Audit. LARM shall be audited periodically at the expense of LARM by a certified public accountant. A copy of the report shall be submitted to the governing body of each participating member for the period audited.

15. Professional Services. The Administrator may retain the services of such legal counsel, actuaries, auditors, engineers, service providers, consultants and other advisors as it deems necessary to carry out the business and purpose of LARM.
16. Place of Business. The principal place of business for LARM shall be 1335 L Street, Lincoln, Nebraska 68508. Notice provided via United States Postal Service by a member to LARM at this address shall be considered proper notice to LARM and all participating members of LARM. The Administrator may employ necessary staff and may purchase, lease, or rent real or personal property in order to carry out the business and purpose of LARM.
17. Conformity with Law. In the event any term or provision of this Agreement is in conflict with the laws and statutes of the State of Nebraska as they now exist or are hereafter amended, this Agreement shall be automatically deemed amended to conform to such laws and statutes.
18. Fiscal Year. LARM's fiscal year shall begin on October 1 of each year and end on September 30 of the following year.
19. Liability. No member in LARM shall, by reason of this Agreement, have any liability for claims brought by third parties against any other member other than the obligation to contribute certain funds to LARM as expressly provided herein. The liability for any claim against a member shall remain the sole and exclusive liability of the member. The obligation of LARM is to indemnify the member against such loss as provided in the Coverage Document to the extent and under the conditions contained therein.
20. Termination of the Agreement. This Agreement shall terminate upon the occurrence of all of the following events:
  - a. LARM has dissolved pursuant to Section 8.7;
  - b. All amounts owed by the members have been paid in full; and
  - c. All amounts owed for claims and other expenses have been paid in full.
21. Execution in Counterpart. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth in the attached Resolutions and acknowledged below.

Signature: \_\_\_\_\_

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

Name of Public Agency: \_\_\_\_\_

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

Amended 6/17/1998; 10/1/2003, 9/24/14

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