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*City of Broken Bow*  
**City Council Regular Session Packet**  
**June 25, 2012 at 12:00 PM**

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**Mayor:** Cecil Burt

**City Council:** Scott Spanel – Council President  
Chad Schall  
Bill Adams  
Cody Schmick

**City Administrator:** Tony Tolstedt

**City Clerk:** Elaine Bayer

**City Attorney:** Jason White

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# **City of Broken Bow**

**Monday, June 25, 2012**

**City Council Regular Session**

## **Minutes - June 11, 2012 Council Meeting**

**Staff Contact: City Clerk**

June 11 2012  
Broken Bow, Nebraska

A meeting of the Mayor and Council of the City of Broken Bow, Nebraska was convened in open and public session at 12:00 Noon on Monday, June 11, 2012 in the Municipal Building at Broken Bow, Nebraska. Present were: Mayor Cecil Burt; Council President Scott Spanel; Councilmember Cody Schmick and Bill Adams. Absent: Councilmember Chad Schall. Notice of the meeting was given in advance thereof as required by law. Advance notice of the meeting was also given to the Mayor and all members of the Council and a copy of their acknowledgment of receipt of such notice is attached to these minutes. Availability of the agenda was communicated in the advance notice to the Mayor and all members of the Council. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

Mayor Cecil Burt stated that the Open Meeting Act was posted on the north wall of the Council Chambers.

Mayor Burt presented the Consent Agenda and stated that the items on the Consent Agenda were:

- Minutes – May 23, 2012 Council Meeting
- Claims – June 11, 2012 Council Meeting
- Request for SDL License by Huckleberry's BBQ LLC for Thursday, June 28, 2012 between the hours of 4:00 P.M. and 1:00 A.M. to cater a dinner in the Municipal Auditorium
- Approval of Pay Request No. 15 to Carrothers Construction in the amount of \$134,723 for work completed to date at the Aquatic Facility

It was moved by Councilmember Spanel and seconded by Councilmember Schmick that Consent Agenda Item for Approval of Pay Request No. 15 to Carrothers Construction in the amount of \$134,723 for work completed to date at the Aquatic Facility be removed from the Consent Agenda and be placed on the Agenda as a regular Agenda Item. The Mayor stated the motion. Upon roll call the vote was as follows: Ayes; Adams, Schmick and Spanel. Nays: None. Motion carried.

It was moved by Councilmember Spanel and seconded by Councilmember Schmick that the Consent Agenda be approved as amended. The Mayor stated the motion. Upon roll call the vote was as follows: Ayes: Schmick, Adams and Spanel. Nays: None. Motion carried.

Discussion was held regarding Pay Estimate No. 15 to Carrothers Construction. It was noted that the payment was for work completed through May 31, 2012 with a reduced retainage of \$10,000 to cover the miscellaneous punch list and warranty items that may be pending in June. After discussing the items that needed completion, it was moved by Councilmember Spanel and seconded by Councilmember Adams to deny Pay Estimate No. 15 to Carrothers Construction in the amount of \$134,723 until items on the punch list and warranty items have been completed. The Mayor stated the motion. Upon roll call the vote was as follows: Ayes: Adams, Schmick and Spanel. Nays: None. Motion carried.

Scott Kleebe, representing Energy Pioneer Solutions, appeared before the Mayor and Council to encourage the City to renew the current contract pointing out the many community benefits that are derived due to the reports that his company can generate for power negotiations if the City continues to bill for those citizens that are working with Energy Pioneer Solutions. Kleebe stated that should the City chose not to do the billing, then only those individual homeowners that are participating in EPS will benefit rather than the community as a whole. After discussing the matter, the Council informed Mr. Kleebe that they would like to see input from other Nebraska communities as to the savings their community has seen due to the number of variables before making a decision. Further discussion was had regarding the time frame necessary to provide legitimate information and the impending deadline for rollover. Scott Kleebe requested the opportunity to provide an amendment to the contract which would remove the rollover of the contract for an additional year if not noticed prior to July. Scott Kleebe suggested that he work with City staff to develop some language which he would provide for review. It was moved by Councilmember Spanel and seconded by Councilmember Adams to table this matter until the June 24, 2012 Council meeting which will allow Mr. Kleebe the opportunity to provide the requested information to the Mayor and Council. The Mayor stated the motion. Upon roll call the vote was as follows: Ayes: Spanel, Schmick and Adams. Nays: None. Motion carried.

City Administrator Tony Tolstedt presented two quotes that had been received for the replacement of the Air Conditioning Unit at the Municipal Building. The quotes were:

- Holcomb Mechanical - \$8,764.34
- Taylor Heating - \$9,737.27

It was noted that the unit that had been specified for bidding were until that had been recommended through Consumer Reports. After discussing the quotes, it was moved by Councilmember Adams and seconded by Councilmember Spanel that the quote from Holcomb Mechanical be approved as the lowest and best quote. The Mayor stated the motion. Upon roll call the vote was as follows: Ayes: Schmick, Adams and Spanel. Nays: None. Motion carried.

City Administrator Tony Tolstedt presented a request from the Cosmo Swim Team requesting permission to sell concessions at the Broken Bow Aquatic Facility during the upcoming swim meet. After discussing the request it was moved by Council member Spanel and seconded by Councilmember Schmick to approve the request of the Cosmo Swim Team to sell Concessions during the upcoming swim meet. The Mayor stated the motion. Upon roll call the vote was as follows: Ayes: Adams, Schmick and Spanel. Nays: None. Motion carried.

City Administrator Tony Tolstedt informed the Council that we are in receipt of the Broken Bow Municipal Codes for first review and he will work with the City Attorney Jason White in reviewing them for any additional corrections or changes.

City Administrator Tony Tolstedt informed the Council that the milling and overlay within the City Limits will be re-let by the State this fall with a completion in 2013. The project was previously scheduled for completion this year.

City Administrator informed the Council that he is still working on contacting Burlington Northern Santa Fe Railroad on needed paperwork to complete the Wayside Horn Project.

With the new markings on Highway 2 on the west side of Broken Bow, it was requested that the City look into the possibility of having a bicycle lane installed at that area. City Administrator Tolstedt stated that he was not aware of any plans to build or provide for such a path but would pass along the request to the NDOR.

At 1:05 P.M. it was moved by Councilmember Spanel and seconded by Councilmember Adams that the Council meeting of the City of Broken Bow be adjourned.

Ayes: Spanel, Schmick and Adams.

Nays: None.

Motion carried.

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Mayor, Cecil Burt

ATTEST:

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City Clerk, Elaine L. Bayer

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# **City of Broken Bow**

**Monday, June 25, 2012**

**City Council Regular Session**

## **Claims - June 25, 2012 Council Meeting**

**Staff Contact: 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>										
17013	6/25/2012	6/25/2012	872.44		6/25/2012					Posted
	01-1501.00			Liability - Insurance					872.44	0.00
<b>Absolute Plumbing</b>										
17014	6/25/2012	6/25/2012	143.85		6/25/2012					Posted
	09-3339.00			Park - Tomahawk Park Drinking Fountain					143.85	0.00
<b>Ag Land ATV</b>										
17015	6/25/2012	6/25/2012	86.15		6/25/2012					Posted
	09-3310.00			Park - Service on 4 Wheeler					86.15	0.00
<b>Arrow Seed</b>										
17016	6/25/2012	6/25/2012	89.95		6/25/2012					Posted
	09-3223.00			Park - Leather Gloves					89.95	0.00
<b>BCN Telecom</b>										
17017	6/25/2012	6/25/2012	105.89		6/25/2012					Posted
	08-3221.00			Street - Long Distance Service					4.25	0.00
	04-3221.00			Police - Long Distance Service					46.04	0.00
	07-3221.00			Library - Long Distance Service					8.12	0.00
	02-3221.00			Pujb Bldg - Long Distace Service					43.23	0.00
	03-3221.00			Handi Bus - Long Distance Service					4.25	0.00
									105.89	0.00
<b>Barco Products</b>										
17018	6/25/2012	6/25/2012	2,717.60		6/25/2002					Posted
	01-3224.01			General - Barricades for Pool Slide and Pa					2,717.60	0.00
<b>Bound Tree Medical</b>										
17019	6/25/2012	6/25/2012	1,429.72		6/25/2012					Posted
	05-3338.00			Rescue Unit - Gloves/Collars/Defib Pads/S					1,429.72	0.00
<b>Broken Bow Ready Mix</b>										
17020	6/25/2012	6/25/2012	5,033.00		6/25/2012					Posted
	08-3425.00			Concrete Repairs South 5th and H					1,056.00	0.00
	08-3425.00			Concrete Repairs on Memorial Drive					3,977.00	0.00
									5,033.00	0.00
<b>Carrothers Construction</b>										
17021	6/25/2012	6/25/2012	134,723.00		6/25/2012					Posted
	01-3224.01			General - Pay Request No. 15					134,723.00	0.00
<b>Cash Wa Distributing</b>										
17022	6/25/2012	6/25/2012	22.20		6/25/2012					Posted
	07-3311.00			Library - Supplies					22.20	0.00
<b>Central I.T., LLC</b>										
17023	6/25/2012	6/25/2012	873.97		6/25/2012					Posted
	01-3216.00			General - Repairs					11.99	0.00
	01-3224.01			General - Pool Computer					861.98	0.00
									873.97	0.00
<b>Century Link</b>										
17024	6/25/2012	6/25/2012	796.24		6/25/2012					Posted
	01-3221.00			General - Telephone					85.49	0.00
	08-3221.00			Street - Telephone					34.53	0.00
	04-3221.00			Police - Telephone					229.63	0.00
	10-3221.00			Swim Pool - Telephone					50.54	0.00
	09-3221.00			Park - Telephone					50.54	0.00
	07-3221.00			Library - Telephone					105.90	0.00
	02-3221.00			Pub Bldg - Telephone					189.69	0.00
	03-3221.00			Handi Bus - Telephone					49.92	0.00
									796.24	0.00
<b>CitiBusiness Card</b>										
17025	6/25/2012	6/25/2012	9.95		6/25/2012					Posted
	04-3411.00			Polilce - Website Fee					9.95	0.00
<b>City Flex Benefit Plan</b>										
17026	6/25/2012	6/25/2012	322.08		6/25/2012					Posted
	01-1501.00			General - Insurance					322.08	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>City of Broken Bow Pension Fund (continued)</b>										
17027	6/25/2012	6/25/2012			10,405.74		6/25/2012			Posted
	01-1502.00					Liability - BBHA			1,258.76	0.00
	01-1502.00					Liability - Employees			3,462.44	0.00
	01-1513.00					Liability - Employee Loans			2,222.10	0.00
	01-3103.00					General - Pension			270.94	0.00
	08-3103.00					Street - Pension			715.96	0.00
	06-3103.00					Firemen - Pension			68.16	0.00
	04-3103.00					Police - Pension			1,356.60	0.00
	05-3103.00					Rescue Unit - Pension			68.16	0.00
	09-3103.00					Park - Pension			385.72	0.00
	07-3103.00					Library - Pension			331.38	0.00
	02-3103.00					Pub Bldg - Pension			146.82	0.00
	03-3103.00					Bus - Pension			118.70	0.00
									10,405.74	0.00
<b>Creative Signs</b>										
17028	6/25/2012	6/25/2012			972.31		6/25/2012			Posted
	10-3431.00					Pool - Aquatic Center Signs			972.31	0.00
<b>Custer Transfer Station</b>										
17029	6/25/2012	6/25/2012			11.46		6/25/2012			Posted
	09-3222.00					Park - Trash Removal			11.46	0.00
<b>Dan Anderson</b>										
17030	6/25/2012	6/25/2012			149.97		6/25/2002			Posted
	09-3311.00					Park - Reimbursement on Announcer Chair			149.97	0.00
<b>Demco</b>										
17031	6/25/2012	6/25/2012			177.76		6/25/2012			Posted
	07-3223.00					Library - Supplies			177.76	0.00
<b>Dollar General</b>										
17032	6/25/2012	6/25/2012			11.90		6/25/2012			Posted
	02-3223.00					Public Building - Supplies			11.90	0.00
<b>Duckwall-Alco</b>										
17033	6/25/2012	6/25/2012			134.35		6/25/2012			Posted
	10-3223.00					Swim Pool - 1st Aid and Office Supplies			134.35	0.00
<b>EMSAR Des Moines</b>										
17034	6/25/2012	6/25/2012			1,080.80		6/25/2012			Posted
	05-3410.00					Rescue Unit - Restraints/Belts/Stair Chair			1,080.80	0.00
<b>Family Heritage</b>										
17035	6/25/2012	6/25/2012			210.25		6/25/2012			Posted
	01-1501.00					Liability - Insurance			210.25	0.00
<b>Fry &amp; Associates Inc.</b>										
17036	6/25/2012	6/25/2012			2,591.00		6/25/2012			Posted
	01-3224.01					General - Waste Containers/Picnic Seats F			2,591.00	0.00
<b>Gateway Motors Inc</b>										
17037	6/25/2012	6/25/2012			429.12		6/25/2012			Posted
	06-3415.00					Firemen - Custer School Siren Batteries			429.12	0.00
<b>Great Plains Communications</b>										
17038	6/25/2012	6/25/2012			47.95		6/25/2012			Posted
	08-3221.00					Street - Wireless Internet			23.98	0.00
	09-3221.00					Park - Wireless Internet			23.97	0.00
									47.95	0.00
17039	6/25/2012	6/25/2012			39.95		6/25/2012			Posted
	07-3341.00					Library - Internet Charges			39.95	0.00
<b>Grocery Kart</b>										
17040	6/25/2012	6/25/2012			8.32		6/25/2012			Posted
	10-3222.00					Swim Pool - Trash Bags			8.32	0.00
<b>Heiman Fire Equipment</b>										
17041	6/25/2012	6/25/2012			97.38		6/25/2012			Posted
	06-3410.00					Firemen - Antenna for Mobile Link			97.38	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>Hire Right Solutions (continued)</b>									
17042	6/25/2012	6/25/2012	53.15		6/25/2012					Posted
	08-3222.00			Street - Random Drug Test			53.15			0.00
	<b>Hogans Sporting Goods</b>									
17043	6/25/2012	6/25/2012	588.00		6/25/2012					Posted
	10-3222.00			Swim Pool - Lifeguard Tops			588.00			0.00
	<b>Holcomb Pharmacy</b>									
17044	6/25/2012	6/25/2012	394.00		6/25/2012					Posted
	05-3338.00			Rescue Unit - Epipens			394.00			0.00
	<b>Holloway Enterprises</b>									
17045	6/25/2012	6/25/2012	360.48		6/25/2012					Posted
	10-3431.00			Swim Pool - Speaker Mounts			360.48			0.00
	<b>Ingram Library Services</b>									
17046	6/25/2012	6/25/2012	1,074.06		6/25/2012					Posted
	07-3340.00			Library - Materials			1,074.06			0.00
	<b>Insurance Aid Services</b>									
17047	6/25/2012	6/25/2012	1,266.51		6/25/2012					Posted
	05-3336.00			Rescue Unit - Ambulance Billing			1,266.51			0.00
	<b>Jacks Uniforms &amp; Equipment</b>									
17048	6/25/2012	6/25/2012	654.46		6/25/2012					Posted
	04-3410.00			Police - Consoles for Impalas			654.46			0.00
	<b>John Deere Landscapes</b>									
17049	6/25/2012	6/25/2012	449.90		6/25/2012					Posted
	09-3427.00			Park - PGP Sprinklers			449.90			0.00
	<b>Josh Cook</b>									
17050	6/25/2012	6/25/2012	139.09		6/25/2012					Posted
	08-3310.00			Street - Reimbursement for Battery			139.09			0.00
	<b>KCNI/KBBN</b>									
17051	6/25/2012	6/25/2012	37.50		6/25/2012					Posted
	01-3212.00			General - Ribbon Cutting Advertisement			37.50			0.00
	<b>MPH Industries</b>									
17052	6/25/2012	6/25/2012	19.67		6/25/2012					Posted
	04-3223.00			Police - Return Postage			19.67			0.00
	<b>Matheson Tri-Gas Inc</b>									
17053	6/25/2012	6/25/2012	31.32		6/25/2012					Posted
	08-3310.00			Street - Oxygen			31.32			0.00
	<b>Mead Lumber - Broken Bow</b>									
17054	6/25/2012	6/25/2012	160.24		6/25/2012					Posted
	06-3311.00			Firemen - New Urinal			109.99			0.00
	06-3410.00			Firemen - Paint			50.25			0.00
							160.24			0.00
	<b>Miller &amp; Associates</b>									
17055	6/25/2012	6/25/2012	36,139.03		6/25/2012					Posted
	01-3224.04			General - Engineering			36,139.03			0.00
	<b>Ne Safety &amp; Fire Equipment</b>									
17056	6/25/2012	6/25/2012	244.00		6/25/2012					Posted
	07-3311.00			Library - Annual Inspection and New Exting			244.00			0.00
	<b>OSA/Computers Plus</b>									
17057	6/25/2012	6/25/2012	589.24		6/25/2012					Posted
	08-3223.00			Street - Supplies			28.82			0.00
	06-3223.00			Firemen - Dry Erase Board/Markers			115.99			0.00
	05-3410.00			REscue Unit - Dry Erase Board/Markers			96.94			0.00
	10-3223.00			Office Chair/Supplies			297.22			0.00
	07-3223.00			Library - Supplies			50.27			0.00
							589.24			0.00
	<b>Omaha State Bank</b>									
17058	6/25/2012	6/25/2012	235.86		6/25/2012					Posted
	01-1501.00			Liability - Insurance			235.86			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>
	<b>Omaha World Herald (continued)</b>									
17059	6/25/2012	6/25/2012	65.78		6/25/2012					Posted
	07-3340.00					Library - 13 Week Subscription			65.78	0.00
	<b>Over Drive</b>									
17060	6/25/2012	6/25/2012	250.00		6/25/2012					Posted
	07-3340.00					Library - Collection Credit for OverDrive Ad			250.00	0.00
	<b>Pamida Inc</b>									
17061	6/25/2012	6/25/2012	224.51		6/25/2012					Posted
	10-3311.00					Swim Pool - Shower Curtains/Storage Unit			224.51	0.00
	<b>Plains Equipment Group</b>									
17062	6/25/2012	6/25/2012	559.58		6/25/2012					Posted
	06-3410.00					Firemen - Ear Plugs			29.85	0.00
	09-3310.00					Park - Blades/Grease/Lock Pins			529.73	0.00
									559.58	0.00
	<b>Platte Valley Communications</b>									
17063	6/25/2012	6/25/2012	111.95		6/25/2012					Posted
	06-3310.00					Firemen - Reprogram High Band Radio			111.95	0.00
	<b>Prachts Ace Hardware</b>									
17064	6/25/2012	6/25/2012	2,357.69		6/25/2012					Posted
	08-3310.00					Street - Engine Parts/Supplies			83.05	0.00
	06-3223.00					Firemen - Wall Plate/Outlet			13.57	0.00
	10-3311.00					Swim Pool - Cleaning Supplies/Paper Prod			1,161.91	0.00
	10-3339.00					Swim Pool - Supplies			629.02	0.00
	09-3339.00					Park - Supplies			213.62	0.00
	09-3311.00					Park - Cleaning Supplies			256.52	0.00
									2,357.69	0.00
	<b>Presto X Company</b>									
17065	6/25/2012	6/25/2012	41.00		6/25/2012					Posted
	07-3311.00					Library - Monthly Service			41.00	0.00
	<b>Quill Corporation</b>									
17066	6/25/2012	6/25/2012	99.99		6/25/2012					Posted
	04-3411.00					Police - Computer Monitor			99.99	0.00
	<b>Random House</b>									
17067	6/25/2012	6/25/2012	31.83		6/25/2012					Posted
	07-3340.00					Library - Audiobook			31.83	0.00
	<b>Regional Care</b>									
17068	6/25/2012	6/25/2012	21,749.37		6/25/2012					Posted
	01-1501.00					Liability - Health Insurance			2,297.58	0.00
	01-1501.00					Liability - Health Insurance			4,296.66	0.00
	01-3104.00					General - Health Insurance			1,500.21	0.00
	08-3104.00					Street - Health Insurance			3,123.95	0.00
	06-3104.00					Firemen - Health Insurance			292.80	0.00
	04-3104.00					Police - Health Insurance			5,540.08	0.00
	05-3104.00					Rescue Unit - Health Insurance			292.80	0.00
	09-3104.00					Park - Health Insurance			645.84	0.00
	07-3104.00					Library - Health Insurance			1,879.72	0.00
	02-3104.00					Pub Bldg - Health Insurance			585.60	0.00
	03-3104.00					Handi Bus - Health Insurance			1,294.13	0.00
									21,749.37	0.00
	<b>Reiman Publications</b>									
17069	6/25/2012	6/25/2012	54.93		6/25/2012					Posted
	07-3340.00					Library - Magazine Subscriptions			54.93	0.00
	<b>Taylor Heating &amp; Air Conditioning</b>									
17070	6/25/2012	6/25/2012	794.48		6/25/2012					Posted
	02-3310.00					Pub Bldg - Maintenance/Clean AC Units			794.48	0.00
	<b>Tom Joyce</b>									
17071	6/25/2012	6/25/2012	30.25		6/25/2012					Posted
	11-3205.00					CD Cell - Mileage			30.25	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>Two Reds Automotive (continued)</b>									
17072	6/25/2012	6/25/2012	21.39		6/25/2012					Posted
	06-3410.00					Firemen - Automotive Supplies			21.39	0.00
	<b>Unitech</b>									
17073	6/25/2012	6/25/2012	164.00		6/25/2012					Posted
	10-3311.00					Swim Pool - Liquid Soap/Urinal Blocks			164.00	0.00
	<b>Varney Healthmart</b>									
17074	6/25/2012	6/25/2012	77.26		6/25/2012					Posted
	10-3223.00					Swim Pool - 1st Aid Supplies			77.26	0.00
	<b>Verizon Wireless</b>									
17075	6/25/2012	6/25/2012	184.13		6/25/2012					Posted
	01-3221.00					General - Cell Phone			40.01	0.00
	08-3221.00					Street - Cell Phone			38.68	0.00
	03-3221.00					Handi Bus - Cell Phone			35.02	0.00
	11-3221.00					Tree Dump - Cell Phone			32.71	0.00
	11-3221.10					Cde Cell - Cell Phone			37.71	0.00
									184.13	0.00
	<b>Wenquist Inc.</b>									
17076	6/25/2012	6/25/2012	27.55		6/25/2012					Posted
	08-3310.00					Street - Floor Dri			23.96	0.00
	04-3410.00					Park - Vdeo Camera Adhesive			3.59	0.00
									27.55	0.00
	<b>Westbrook Audio</b>									
17077	6/25/2012	6/25/2012	4,626.34		6/25/2012					Posted
	01-3224.01					General - Sound System for Aquatic Facilit			4,626.34	0.00
	<b>Marv Coble</b>									
17078	6/25/2012	6/25/2012	36.30		6/25/2012					Posted
	11-3205.00					CD Cell - Mileage			36.30	0.00
	<b>Shirts, Signs, Mugs &amp; More</b>									
17079	6/25/2012	6/25/2012	50.00		6/25/2012					Posted
	05-3222.00					Rescue Unit - License Plate Holders			50.00	0.00
	<b>Tony Tolstedt</b>									
17081	6/25/2012	6/25/2012	2,108.71		6/25/2012					Posted
	01-3205.00					General - Conference Registration			1,010.00	0.00
	01-3205.00					General - Motel Room (5 Nights)			1,098.71	0.00
									2,108.71	0.00
	<b>Nebraska Dept of Revenue</b>									
17082	6/25/2012	6/25/2012	2,242.97		6/25/2012					Posted
	01-1500.00					Liability - State Withholding			2,242.97	0.00
	<b>Nebraska State Bank</b>									
17083	6/25/2012	6/25/2012	15,685.05		6/25/2012					Posted
	01-3102.00					General - Payroll Taxes			496.35	0.00
	08-3102.00					Street - Payroll Taxes			494.34	0.00
	06-3102.00					Firemen - Payroll Taxes			42.85	0.00
	04-3102.00					Police - Payroll Taxes			893.88	0.00
	04-3102.00					Rescue Unit - Payroll Taxes			42.85	0.00
	09-3102.00					Park - Payroll Taxes			746.55	0.00
	07-3102.00					Library - Payroll Taxes			275.85	0.00
	02-3102.00					Pub Bldg - Payroll Taxes			91.20	0.00
	03-3102.00					Handi Bus - Payroll Taxes			67.21	0.00
	11-3102.00					Tree Dump - Payroll Taxes			36.05	0.00
	11-3102.10					CD Cell - Payroll Taxes			37.35	0.00
	01-1500.00					Liability - Federal			6,011.58	0.00
	01-1500.00					Liability - BBMU			3,357.58	0.00
	01-1500.00					Liability - Employees			2,683.15	0.00
	10-3102.00					Swimming Pool - Taxes			408.26	0.00
									15,685.05	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>		

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257,625.87 70 Non-voided payables listed.

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## Report Setup

AP - Accounts Payable Listing : Entry Order

## Filter Options

Starting: 6/25/2012

Ending: 6/25/2012

Banks: All

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

Payables: All

# Check Approval List - GL Account

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City of Broken Bow

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<u>Vendor Name</u>	<u>Invoice</u>	<u>Invoice Description</u>	<u>Account Description</u>	<u>Amount</u>
<b>General</b>				
Aflac		Liability - Insurance	Health/Life/Acc Insuranc	\$872.44
Barco Products		General - Barricades for Pool Slide and Parl	Aquatic Facility	\$2,717.60
Carrothers Construction		General - Pay Request No. 15	Aquatic Facility	\$134,723.00
Central I.T., LLC		Repairs/Computer	Main/Contract Equipmen	\$11.99
Central I.T., LLC		Repairs/Computer	Aquatic Facility	\$861.98
Century Link		Police - Phone Bill	Telephone	\$85.49
City Flex Benefit Plan		General - Insurance	Health/Life/Acc Insuranc	\$322.08
City of Broken Bow Pension Fund		Pension	Pension	\$1,258.76
City of Broken Bow Pension Fund		Pension	Pension	\$3,462.44
City of Broken Bow Pension Fund		Pension	Loan Payment	\$2,222.10
City of Broken Bow Pension Fund		Pension	Pension	\$270.94
Family Heritage		Liability - Insurance	Health/Life/Acc Insuranc	\$210.25
Fry & Associates Inc.		General - Waste Containers/Picnic Seats Pc	Aquatic Facility	\$2,591.00
KCNI/KBBN		General - Ribbon Cutting Advertisement	City Promotions	\$37.50
Miller & Associates		General - Engineering	College Estates Subdivis	\$36,139.03
Nebraska Dept of Revenue		Liability - State Withholding	Payroll Taxes	\$2,242.97
Nebraska State Bank		Payroll Withholdings	Payroll Taxes	\$6,011.58
Nebraska State Bank		Payroll Withholdings	Payroll Taxes	\$3,357.58
Nebraska State Bank		Payroll Withholdings	Payroll Taxes	\$2,683.15
Nebraska State Bank		Payroll Withholdings	FICA/Medicare	\$496.35
Omaha State Bank		Liability - Insurance	Health/Life/Acc Insuranc	\$235.86
Regional Care		Health Insurance	Health/Life/Acc Insuranc	\$4,296.66
Regional Care		Health Insurance	Health/Life/Acc Insuranc	\$2,297.58
Regional Care		Health Insurance	Health Insurance	\$1,500.21
Tony Tolstedt		General - Conference and Room Reservatio	Travel & Meeting Expens	\$1,098.71
Tony Tolstedt		General - Conference and Room Reservatio	Travel & Meeting Expens	\$1,010.00
Verizon Wireless		Cell Phones	Telephone	\$40.01
Westbrook Audio		General - Sound System for Aquatic Facility	Aquatic Facility	\$4,626.34
			Total General	\$215,683.60
<b>Municipal Building</b>				
BCN Telecom		Long Distance	Telephone	\$43.23
Century Link		Police - Phone Bill	Telephone	\$189.69
City of Broken Bow Pension Fund		Pension	Pension	\$146.82
Dollar General		Public Bldg - Building Supplies	Supplies & Postage	\$11.90
Nebraska State Bank		Payroll Withholdings	FICA/Medicare	\$91.20
Regional Care		Health Insurance	Health Insurance	\$585.60
Taylor Heating & Air Conditioning		Pub Bldg - Maintenance/Clean AC Units	Maintenance & Repair E	\$794.48
			Total Municipal Building	\$1,862.92
<b>Handi Bus</b>				
BCN Telecom		Long Distance	Telephone	\$4.25
Century Link		Police - Phone Bill	Telephone	\$49.92
City of Broken Bow Pension Fund		Pension	Pension	\$118.70
Nebraska State Bank		Payroll Withholdings	FICA/Medicare	\$67.21
Regional Care		Health Insurance	Health Insurance	\$1,294.13
Verizon Wireless		Cell Phones	Telephone	\$35.02
			Total Handi Bus	\$1,569.23
<b>Police</b>				
BCN Telecom		Long Distance	Telephone	\$46.04
Century Link		Police - Phone Bill	Telephone	\$229.63
CitiBusiness Card		Police - Website Fee	Computers	\$9.95
City of Broken Bow Pension Fund		Pension	Pension	\$1,356.60
Jacks Uniforms & Equipment		Police - Consoles for Impalas	Equipment Purchases	\$654.46
MPH Industries		Police - Return Postage	Supplies & Postage	\$19.67
Nebraska State Bank		Payroll Withholdings	FICA/Medicare	\$893.88
Nebraska State Bank		Payroll Withholdings	FICA/Medicare	\$42.85
Quill Corporation		Police - Computer Monitor	Computers	\$99.99
Regional Care		Health Insurance	Health Insurance	\$5,540.08
Wenquist Inc.		Supplies	Equipment Purchases	\$3.59
			Total Police	\$8,896.74
<b>Rescue Unit</b>				

# Check Approval List - GL Account

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City of Broken Bow

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<u>Vendor Name</u>	<u>Invoice</u>	<u>Invoice Description</u>	<u>Account Description</u>	<u>Amount</u>
<b>Rescue Unit</b>				
Bound Tree Medical		Rescue Unit - Gloves/Collars/Defib Pads/Su	Ambulance Supplies	\$1,429.72
City of Broken Bow Pension Fund		Pension	Pension	\$68.16
EMSAR Des Moines		Rescue Unit - Ambulance Supplies	Equipment Purchases	\$1,080.80
Holcomb Pharmacy		Rescue Unit - Epipens	Ambulance Supplies	\$394.00
Insurance Aid Services		Rescue Unit - Ambulance Billing	Insurance Aid Fees	\$1,266.51
OSA/Computers Plus		Supplies	Equipment Purchases	\$96.94
Regional Care		Health Insurance	Health Insurance	\$292.80
Shirts, Signs, Mugs & More		Rescue Unit - License Plate Holders	Miscellaneous Expense	\$50.00
			Total Rescue Unit	\$4,678.93
<b>Fire</b>				
City of Broken Bow Pension Fund		Pension	Pension	\$68.16
Gateway Motors Inc		Firemen - Custer School Siren Batteries	Miscellaneous Equipmer	\$429.12
Heiman Fire Equipment		Firemen - Antenna for Mobile Link	Equipment Purchases	\$97.38
Mead Lumber - Broken Bow		Materials	Maintenance & Repair B	\$109.99
Mead Lumber - Broken Bow		Materials	Equipment Purchases	\$50.25
Nebraska State Bank		Payroll Withholdings	FICA/Medicare	\$42.85
OSA/Computers Plus		Supplies	Supplies & Postage	\$115.99
Plains Equipment Group		Supplies	Equipment Purchases	\$29.85
Platte Valley Communications		Firemen - Reprogram High Band Radio	Maintenance & Repair E	\$111.95
Prachts Ace Hardware		Supplies	Supplies & Postage	\$13.57
Regional Care		Health Insurance	Health Insurance	\$292.80
Two Reds Automotive		Firemen - Automotive Supplies	Equipment Purchases	\$21.39
			Total Fire	\$1,383.30
<b>Library</b>				
BCN Telecom		Long Distance	Telephone	\$8.12
Cash Wa Distributing		Library - Supplies	Maintenance & Repair B	\$22.20
Century Link		Police - Phone Bill	Telephone	\$105.90
City of Broken Bow Pension Fund		Pension	Pension	\$331.38
Demco		Library - Supplies	Supplies & Postage	\$177.76
Great Plains Communications		Library - Internet Charges	Computer Public Access	\$39.95
Ingram Library Services		Library - Materials	Book Purchases	\$1,074.06
Ne Safety & Fire Equipment		Library - Annual Inspection and New Extingu	Maintenance & Repair B	\$244.00
Nebraska State Bank		Payroll Withholdings	FICA/Medicare	\$275.85
OSA/Computers Plus		Supplies	Supplies & Postage	\$50.27
Omaha World Herald		Library - 13 Week Subscription	Book Purchases	\$65.78
Over Drive		Library - Collection Credit for OverDrive Adv	Book Purchases	\$250.00
Presto X Company		Library - Monthly Service	Maintenance & Repair B	\$41.00
Random House		Library - Audiobook	Book Purchases	\$31.83
Regional Care		Health Insurance	Health Insurance	\$1,879.72
Reiman Publications		Library - Magazine Subscriptions	Book Purchases	\$54.93
			Total Library	\$4,652.75
<b>Street</b>				
BCN Telecom		Long Distance	Telephone	\$4.25
Broken Bow Ready Mix		Street - Concrete Repairs	Street Construction	\$3,977.00
Broken Bow Ready Mix		Street - Concrete Repairs	Street Construction	\$1,056.00
Century Link		Police - Phone Bill	Telephone	\$34.53
City of Broken Bow Pension Fund		Pension	Pension	\$715.96
Great Plains Communications		Wireless Internet	Telephone	\$23.98
Hire Right Solutions		Street - Random Drug Test	Miscellaneous Expense	\$53.15
Josh Cook		Street - Reimbursement for Battery	Maintenance & Repair E	\$139.09
Matheson Tri-Gas Inc		Street - Oxygen	Maintenance & Repair E	\$31.32
Nebraska State Bank		Payroll Withholdings	FICA/Medicare	\$494.34
OSA/Computers Plus		Supplies	Supplies & Postage	\$28.82
Prachts Ace Hardware		Supplies	Maintenance & Repair E	\$83.05
Regional Care		Health Insurance	Health Insurance	\$3,123.95
Verizon Wireless		Cell Phones	Telephone	\$38.68
Wenquist Inc.		Supplies	Maintenance & Repair E	\$23.96
			Total Street	\$9,828.08
<b>Park</b>				

# Check Approval List - GL Account

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City of Broken Bow

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<u>Vendor Name</u>	<u>Invoice</u>	<u>Invoice Description</u>	<u>Account Description</u>	<u>Amount</u>
<b>Park</b>				
Absolute Plumbing		Park - Tomahawk Park Drinking Fountain	Maintenance/Repair Gro	\$143.85
Ag Land ATV		Park - Service on 4 Wheeler	Maintenance & Repair E	\$86.15
Arrow Seed		Park - Leather Gloves	Supplies & Postage	\$89.95
Century Link		Police - Phone Bill	Telephone	\$50.54
City of Broken Bow Pension Fund		Pension	Pension	\$385.72
Custer Transfer Station		Park - Trash Removal	Miscellaneous Expense	\$11.46
Dan Anderson		Park - Reimbursement on Announcer Chairs	Maintenance & Repair B	\$149.97
Great Plains Communications		Wireless Internet	Telephone	\$23.97
John Deere Landscapes		Park - PGP Sprinklers	Underground Sprinklers	\$449.90
Nebraska State Bank		Payroll Withholdings	FICA/Medicare	\$746.55
Plains Equipment Group		Supplies	Maintenance & Repair E	\$529.73
Prachts Ace Hardware		Supplies	Maintenance & Repair B	\$256.52
Prachts Ace Hardware		Supplies	Maintenance/Repair Gro	\$213.62
Regional Care		Health Insurance	Health Insurance	\$645.84
			Total Park	\$3,783.77
<b>Swimming Pool</b>				
Century Link		Police - Phone Bill	Telephone	\$50.54
Creative Signs		Pool - Aquatic Center Signs	Pool & Bldg Renovations	\$972.31
Duckwall-Alco		Swim Pool - 1st Aid and Office Supplies	Supplies & Postage	\$134.35
Grocery Kart		Swim Pool - Trash Bags	Miscellaneous Expense	\$8.32
Hogans Sporting Goods		Swim Pool - Lifeguard Tops	Miscellaneous Expense	\$588.00
Holloway Enterprises		Swim Pool - Speaker Mounts	Pool & Bldg Renovations	\$360.48
Nebraska State Bank		Payroll Withholdings	FICA/Medicare	\$408.26
OSA/Computers Plus		Supplies	Supplies & Postage	\$297.22
Pamida Inc		Swim Pool - Shower Curtains/Storage Units	Maintenance & Repair B	\$224.51
Prachts Ace Hardware		Supplies	Maintenance & Repair B	\$1,161.91
Prachts Ace Hardware		Supplies	Maintenance/Repair Gro	\$629.02
Unitech		Swim Pool - Liquid Soap/Urinal Blocks	Maintenance & Repair B	\$164.00
Varney Healthmart		Swim Pool - 1st Aid Supplies	Supplies & Postage	\$77.26
			Total Swimming Pool	\$5,076.18
<b>Sanitation</b>				
Marv Coble		CD Cell - Mileage	Travel & Meeting Expense	\$36.30
Nebraska State Bank		Payroll Withholdings	FICA/Medicare	\$36.05
Nebraska State Bank		Payroll Withholdings	FICA/Medicare - CD Cell	\$37.35
Tom Joyce		CD Cell - Mileage	Travel & Meeting Expense	\$30.25
Verizon Wireless		Cell Phones	Telephone	\$32.71
Verizon Wireless		Cell Phones	Telephone - CD Cell	\$37.71
			Total Sanitation	\$210.37
				\$257,625.87

Report Selection: Check Approval List - GL Account  
 Date Range Selection: Invoice Due Date  
 Starting Date: 6/25/2012  
 Ending Date: 6/25/2012

# Check Approval List

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City of Broken Bow

Page 1 of 2

<u>Pay#</u>	<u>Vend#</u>	<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Due Date</u>	<u>Amount</u>
17014		Absolute Plumbing		Park - Tomahawk Park Drinking Four	6/25/2012	\$143.85
17013		Aflac		Liability - Insurance	6/25/2012	\$872.44
17015		Ag Land ATV		Park - Service on 4 Wheeler	6/25/2012	\$86.15
17016		Arrow Seed		Park - Leather Gloves	6/25/2012	\$89.95
17017		BCN Telecom		Long Distance	6/25/2012	\$105.89
17018		Barco Products		General - Barricades for Pool Slide ar	6/25/2012	\$2,717.60
17019		Bound Tree Medical		Rescue Unit - Gloves/Collars/Defib P	6/25/2012	\$1,429.72
17020		Broken Bow Ready Mix		Street - Concrete Repairs	6/25/2012	\$5,033.00
17021		Carrothers Construction		General - Pay Request No. 15	6/25/2012	\$134,723.00
17022		Cash Wa Distributing		Library - Supplies	6/25/2012	\$22.20
17023		Central I.T., LLC		Repairs/Computer	6/25/2012	\$873.97
17024		Century Link		Police - Phone Bill	6/25/2012	\$796.24
17025		CitiBusiness Card		Police - Website Fee	6/25/2012	\$9.95
17026		City Flex Benefit Plan		General - Insurance	6/25/2012	\$322.08
17027		City of Broken Bow Pension Fund		Pension	6/25/2012	\$10,405.74
17028		Creative Signs		Pool - Aquatic Center Signs	6/25/2012	\$972.31
17029		Custer Transfer Station		Park - Trash Removal	6/25/2012	\$11.46
17030		Dan Anderson		Park - Reimbursement on Announcer	6/25/2012	\$149.97
17031		Demco		Library - Supplies	6/25/2012	\$177.76
17032		Dollar General		Public Bldg - Building Supplies	6/25/2012	\$11.90
17033		Duckwall-Alco		Swim Pool - 1st Aid and Office Suppli	6/25/2012	\$134.35
17034		EMSAR Des Moines		Rescue Unit - Ambulance Supplies	6/25/2012	\$1,080.80
17035		Family Heritage		Liability - Insurance	6/25/2012	\$210.25
17036		Fry & Associates Inc.		General - Waste Containers/Picnic S	6/25/2012	\$2,591.00
17037		Gateway Motors Inc		Firemen - Custer School Siren Batter	6/25/2012	\$429.12
17039		Great Plains Communications		Library - Internet Charges	6/25/2012	\$39.95
17038		Great Plains Communications		Wireless Internet	6/25/2012	\$47.95
17040		Grocery Kart		Swim Pool - Trash Bags	6/25/2012	\$8.32
17041		Heiman Fire Equipment		Firemen - Antenna for Mobile Link	6/25/2012	\$97.38
17042		Hire Right Solutions		Street - Random Drug Test	6/25/2012	\$53.15
17043		Hogans Sporting Goods		Swim Pool - Lifeguard Tops	6/25/2012	\$588.00
17044		Holcomb Pharmacy		Rescue Unit - Epipens	6/25/2012	\$394.00
17045		Holloway Enterprises		Swim Pool - Speaker Mounts	6/25/2012	\$360.48
17046		Ingram Library Services		Library - Materials	6/25/2012	\$1,074.06
17047		Insurance Aid Services		Rescue Unit - Ambulance Billing	6/25/2012	\$1,266.51
17048		Jacks Uniforms & Equipment		Police - Consoles for Impalas	6/25/2012	\$654.46
17049		John Deere Landscapes		Park - PGP Sprinklers	6/25/2012	\$449.90
17050		Josh Cook		Street - Reimbursement for Battery	6/25/2012	\$139.09
17051		KCNI/KBBN		General - Ribbon Cutting Advertisem	6/25/2012	\$37.50
17052		MPH Industries		Police - Return Postage	6/25/2012	\$19.67
17078		Marv Coble		CD Cell - Mileage	6/25/2012	\$36.30
17053		Matheson Tri-Gas Inc		Street - Oxygen	6/25/2012	\$31.32
17054		Mead Lumber - Broken Bow		Materials	6/25/2012	\$160.24
17055		Miller & Associates		General - Engineering	6/25/2012	\$36,139.03
17056		Ne Safety & Fire Equipment		Library - Annual Inspection and New	6/25/2012	\$244.00
17082		Nebraska Dept of Revenue		Liability - State Withholding	6/25/2012	\$2,242.97
17083		Nebraska State Bank		Payroll Withholdings	6/25/2012	\$15,685.05
17057		OSA/Computers Plus		Supplies	6/25/2012	\$589.24
17058		Omaha State Bank		Liability - Insurance	6/25/2012	\$235.86
17059		Omaha World Herald		Library - 13 Week Subscription	6/25/2012	\$65.78
17060		Over Drive		Library - Collection Credit for OverDri	6/25/2012	\$250.00
17061		Pamida Inc		Swim Pool - Shower Curtains/Storage	6/25/2012	\$224.51
17062		Plains Equipment Group		Supplies	6/25/2012	\$559.58
17063		Platte Valley Communications		Firemen - Reprogram High Band Rac	6/25/2012	\$111.95
17064		Prachts Ace Hardware		Supplies	6/25/2012	\$2,357.69
17065		Presto X Company		Library - Monthly Service	6/25/2012	\$41.00
17066		Quill Corporation		Police - Computer Monitor	6/25/2012	\$99.99
17067		Random House		Library - Audiobook	6/25/2012	\$31.83
17068		Regional Care		Health Insurance	6/25/2012	\$21,749.37
17069		Reiman Publications		Library - Magazine Subscriptions	6/25/2012	\$54.93
17079		Shirts, Signs, Mugs & More		Rescue Unit - License Plate Holders	6/25/2012	\$50.00
17070		Taylor Heating & Air Conditioning		Pub Bldg - Maintenance/Clean AC Ur	6/25/2012	\$794.48
17071		Tom Joyce		CD Cell - Mileage	6/25/2012	\$30.25
17081		Tony Tolstedt		General - Conference and Room Res	6/25/2012	\$2,108.71
17072		Two Reds Automotive		Firemen - Automotive Supplies	6/25/2012	\$21.39
17073		Unitech		Swim Pool - Liquid Soap/Urinal Block	6/25/2012	\$164.00
17074		Varney Healthmart		Swim Pool - 1st Aid Supplies	6/25/2012	\$77.26



## Check Approval List

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City of Broken Bow

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<u>Pay#</u>	<u>Vend#</u>	<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Due Date</u>	<u>Amount</u>
17075		Verizon Wireless		Cell Phones	6/25/2012	\$184.13
17076		Wenquist Inc.		Supplies	6/25/2012	\$27.55
17077		Westbrook Audio		General - Sound System for Aquatic I	6/25/2012	\$4,626.34
						<u>\$257,625.87</u>

Report Selection: Check Approval List - By Vendor  
Date Range Selection: Invoice Due Date  
Starting Date: 6/25/2012  
Ending Date: 6/25/2012

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# City of Broken Bow

Monday, June 25, 2012

City Council Regular Session

## Conflict Claims - 6/25/2012 Council Meeting

*Claims with a conflict*

Staff Contact: City Clerk

**Accounts Payable Detail Listing**

City of Broken Bow

**Vend# Vendor Name**

<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>
	<u>Account#</u>	<u>Work Order</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>
<b>Schmicks Market</b>								
17080	6/26/2012	6/26/2012	7.44		6/26/2012			Posted
	06-3223.00			Firemen - Supplies			7.44	0.00

7.44 1 Non-voided payables listed.

## Report Setup

AP - Accounts Payable Listing : Entry Order

## Filter Options

Starting: 6/26/2012

Ending: 6/26/2012

Banks: All

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

Payables: All

# Check Approval List - GL Account

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City of Broken Bow

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<u>Vendor Name</u>	<u>Invoice</u>	<u>Invoice Description</u>	<u>Account Description</u>	<u>Amount</u>
<b>General</b>				
Aflac		Liability - Insurance	Health/Life/Acc Insuranc	\$872.44
Barco Products		General - Barricades for Pool Slide and Parl	Aquatic Facility	\$2,717.60
Carrothers Construction		General - Pay Request No. 15	Aquatic Facility	\$134,723.00
Central I.T., LLC		Repairs/Computer	Main/Contract Equipmen	\$11.99
Central I.T., LLC		Repairs/Computer	Aquatic Facility	\$861.98
Century Link		Police - Phone Bill	Telephone	\$85.49
City Flex Benefit Plan		General - Insurance	Health/Life/Acc Insuranc	\$322.08
City of Broken Bow Pension Fund		Pension	Pension	\$1,258.76
City of Broken Bow Pension Fund		Pension	Pension	\$3,462.44
City of Broken Bow Pension Fund		Pension	Loan Payment	\$2,222.10
City of Broken Bow Pension Fund		Pension	Pension	\$270.94
Family Heritage		Liability - Insurance	Health/Life/Acc Insuranc	\$210.25
Fry & Associates Inc.		General - Waste Containers/Picnic Seats Pc	Aquatic Facility	\$2,591.00
KCNI/KBBN		General - Ribbon Cutting Advertisement	City Promotions	\$37.50
Miller & Associates		General - Engineering	College Estates Subdivis	\$36,139.03
Nebraska Dept of Revenue		Liability - State Withholding	Payroll Taxes	\$2,242.97
Nebraska State Bank		Payroll Withholdings	Payroll Taxes	\$6,011.58
Nebraska State Bank		Payroll Withholdings	Payroll Taxes	\$3,357.58
Nebraska State Bank		Payroll Withholdings	Payroll Taxes	\$2,683.15
Nebraska State Bank		Payroll Withholdings	FICA/Medicare	\$496.35
Omaha State Bank		Liability - Insurance	Health/Life/Acc Insuranc	\$235.86
Regional Care		Health Insurance	Health/Life/Acc Insuranc	\$4,296.66
Regional Care		Health Insurance	Health/Life/Acc Insuranc	\$2,297.58
Regional Care		Health Insurance	Health Insurance	\$1,500.21
Tony Tolstedt		General - Conference and Room Reservatio	Travel & Meeting Expens	\$1,098.71
Tony Tolstedt		General - Conference and Room Reservatio	Travel & Meeting Expens	\$1,010.00
Verizon Wireless		Cell Phones	Telephone	\$40.01
Westbrook Audio		General - Sound System for Aquatic Facility	Aquatic Facility	\$4,626.34
			Total General	\$215,683.60
<b>Municipal Building</b>				
BCN Telecom		Long Distance	Telephone	\$43.23
Century Link		Police - Phone Bill	Telephone	\$189.69
City of Broken Bow Pension Fund		Pension	Pension	\$146.82
Dollar General		Public Bldg - Building Supplies	Supplies & Postage	\$11.90
Nebraska State Bank		Payroll Withholdings	FICA/Medicare	\$91.20
Regional Care		Health Insurance	Health Insurance	\$585.60
Taylor Heating & Air Conditioning		Pub Bldg - Maintenance/Clean AC Units	Maintenance & Repair E	\$794.48
			Total Municipal Building	\$1,862.92
<b>Handi Bus</b>				
BCN Telecom		Long Distance	Telephone	\$4.25
Century Link		Police - Phone Bill	Telephone	\$49.92
City of Broken Bow Pension Fund		Pension	Pension	\$118.70
Nebraska State Bank		Payroll Withholdings	FICA/Medicare	\$67.21
Regional Care		Health Insurance	Health Insurance	\$1,294.13
Verizon Wireless		Cell Phones	Telephone	\$35.02
			Total Handi Bus	\$1,569.23
<b>Police</b>				
BCN Telecom		Long Distance	Telephone	\$46.04
Century Link		Police - Phone Bill	Telephone	\$229.63
CitiBusiness Card		Police - Website Fee	Computers	\$9.95
City of Broken Bow Pension Fund		Pension	Pension	\$1,356.60
Jacks Uniforms & Equipment		Police - Consoles for Impalas	Equipment Purchases	\$654.46
MPH Industries		Police - Return Postage	Supplies & Postage	\$19.67
Nebraska State Bank		Payroll Withholdings	FICA/Medicare	\$893.88
Nebraska State Bank		Payroll Withholdings	FICA/Medicare	\$42.85
Quill Corporation		Police - Computer Monitor	Computers	\$99.99
Regional Care		Health Insurance	Health Insurance	\$5,540.08
Wenquist Inc.		Supplies	Equipment Purchases	\$3.59
			Total Police	\$8,896.74
<b>Rescue Unit</b>				

# Check Approval List - GL Account

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City of Broken Bow

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<u>Vendor Name</u>	<u>Invoice</u>	<u>Invoice Description</u>	<u>Account Description</u>	<u>Amount</u>
<b>Rescue Unit</b>				
Bound Tree Medical		Rescue Unit - Gloves/Collars/Defib Pads/Su	Ambulance Supplies	\$1,429.72
City of Broken Bow Pension Fund		Pension	Pension	\$68.16
EMSAR Des Moines		Rescue Unit - Ambulance Supplies	Equipment Purchases	\$1,080.80
Holcomb Pharmacy		Rescue Unit - Epipens	Ambulance Supplies	\$394.00
Insurance Aid Services		Rescue Unit - Ambulance Billing	Insurance Aid Fees	\$1,266.51
OSA/Computers Plus		Supplies	Equipment Purchases	\$96.94
Regional Care		Health Insurance	Health Insurance	\$292.80
Shirts, Signs, Mugs & More		Rescue Unit - License Plate Holders	Miscellaneous Expense	\$50.00
			Total Rescue Unit	\$4,678.93
<b>Fire</b>				
City of Broken Bow Pension Fund		Pension	Pension	\$68.16
Gateway Motors Inc		Firemen - Custer School Siren Batteries	Miscellaneous Equipmer	\$429.12
Heiman Fire Equipment		Firemen - Antenna for Mobile Link	Equipment Purchases	\$97.38
Mead Lumber - Broken Bow		Materials	Maintenance & Repair B	\$109.99
Mead Lumber - Broken Bow		Materials	Equipment Purchases	\$50.25
Nebraska State Bank		Payroll Withholdings	FICA/Medicare	\$42.85
OSA/Computers Plus		Supplies	Supplies & Postage	\$115.99
Plains Equipment Group		Supplies	Equipment Purchases	\$29.85
Platte Valley Communications		Firemen - Reprogram High Band Radio	Maintenance & Repair E	\$111.95
Prachts Ace Hardware		Supplies	Supplies & Postage	\$13.57
Regional Care		Health Insurance	Health Insurance	\$292.80
Two Reds Automotive		Firemen - Automotive Supplies	Equipment Purchases	\$21.39
			Total Fire	\$1,383.30
<b>Library</b>				
BCN Telecom		Long Distance	Telephone	\$8.12
Cash Wa Distributing		Library - Supplies	Maintenance & Repair B	\$22.20
Century Link		Police - Phone Bill	Telephone	\$105.90
City of Broken Bow Pension Fund		Pension	Pension	\$331.38
Demco		Library - Supplies	Supplies & Postage	\$177.76
Great Plains Communications		Library - Internet Charges	Computer Public Access	\$39.95
Ingram Library Services		Library - Materials	Book Purchases	\$1,074.06
Ne Safety & Fire Equipment		Library - Annual Inspection and New Extingu	Maintenance & Repair B	\$244.00
Nebraska State Bank		Payroll Withholdings	FICA/Medicare	\$275.85
OSA/Computers Plus		Supplies	Supplies & Postage	\$50.27
Omaha World Herald		Library - 13 Week Subscription	Book Purchases	\$65.78
Over Drive		Library - Collection Credit for OverDrive Adv	Book Purchases	\$250.00
Presto X Company		Library - Monthly Service	Maintenance & Repair B	\$41.00
Random House		Library - Audiobook	Book Purchases	\$31.83
Regional Care		Health Insurance	Health Insurance	\$1,879.72
Reiman Publications		Library - Magazine Subscriptions	Book Purchases	\$54.93
			Total Library	\$4,652.75
<b>Street</b>				
BCN Telecom		Long Distance	Telephone	\$4.25
Broken Bow Ready Mix		Street - Concrete Repairs	Street Construction	\$3,977.00
Broken Bow Ready Mix		Street - Concrete Repairs	Street Construction	\$1,056.00
Century Link		Police - Phone Bill	Telephone	\$34.53
City of Broken Bow Pension Fund		Pension	Pension	\$715.96
Great Plains Communications		Wireless Internet	Telephone	\$23.98
Hire Right Solutions		Street - Random Drug Test	Miscellaneous Expense	\$53.15
Josh Cook		Street - Reimbursement for Battery	Maintenance & Repair E	\$139.09
Matheson Tri-Gas Inc		Street - Oxygen	Maintenance & Repair E	\$31.32
Nebraska State Bank		Payroll Withholdings	FICA/Medicare	\$494.34
OSA/Computers Plus		Supplies	Supplies & Postage	\$28.82
Prachts Ace Hardware		Supplies	Maintenance & Repair E	\$83.05
Regional Care		Health Insurance	Health Insurance	\$3,123.95
Verizon Wireless		Cell Phones	Telephone	\$38.68
Wenquist Inc.		Supplies	Maintenance & Repair E	\$23.96
			Total Street	\$9,828.08
<b>Park</b>				

# Check Approval List - GL Account

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City of Broken Bow

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<u>Vendor Name</u>	<u>Invoice</u>	<u>Invoice Description</u>	<u>Account Description</u>	<u>Amount</u>
<b>Park</b>				
Absolute Plumbing		Park - Tomahawk Park Drinking Fountain	Maintenance/Repair Gro	\$143.85
Ag Land ATV		Park - Service on 4 Wheeler	Maintenance & Repair E	\$86.15
Arrow Seed		Park - Leather Gloves	Supplies & Postage	\$89.95
Century Link		Police - Phone Bill	Telephone	\$50.54
City of Broken Bow Pension Fund		Pension	Pension	\$385.72
Custer Transfer Station		Park - Trash Removal	Miscellaneous Expense	\$11.46
Dan Anderson		Park - Reimbursement on Announcer Chairs	Maintenance & Repair B	\$149.97
Great Plains Communications		Wireless Internet	Telephone	\$23.97
John Deere Landscapes		Park - PGP Sprinklers	Underground Sprinklers	\$449.90
Nebraska State Bank		Payroll Withholdings	FICA/Medicare	\$746.55
Plains Equipment Group		Supplies	Maintenance & Repair E	\$529.73
Prachts Ace Hardware		Supplies	Maintenance & Repair B	\$256.52
Prachts Ace Hardware		Supplies	Maintenance/Repair Gro	\$213.62
Regional Care		Health Insurance	Health Insurance	\$645.84
			<b>Total Park</b>	<b>\$3,783.77</b>
<b>Swimming Pool</b>				
Century Link		Police - Phone Bill	Telephone	\$50.54
Creative Signs		Pool - Aquatic Center Signs	Pool & Bldg Renovations	\$972.31
Duckwall-Alco		Swim Pool - 1st Aid and Office Supplies	Supplies & Postage	\$134.35
Grocery Kart		Swim Pool - Trash Bags	Miscellaneous Expense	\$8.32
Hogans Sporting Goods		Swim Pool - Lifeguard Tops	Miscellaneous Expense	\$588.00
Holloway Enterprises		Swim Pool - Speaker Mounts	Pool & Bldg Renovations	\$360.48
Nebraska State Bank		Payroll Withholdings	FICA/Medicare	\$408.26
OSA/Computers Plus		Supplies	Supplies & Postage	\$297.22
Pamida Inc		Swim Pool - Shower Curtains/Storage Units	Maintenance & Repair B	\$224.51
Prachts Ace Hardware		Supplies	Maintenance & Repair B	\$1,161.91
Prachts Ace Hardware		Supplies	Maintenance/Repair Gro	\$629.02
Unitech		Swim Pool - Liquid Soap/Urinal Blocks	Maintenance & Repair B	\$164.00
Varney Healthmart		Swim Pool - 1st Aid Supplies	Supplies & Postage	\$77.26
			<b>Total Swimming Pool</b>	<b>\$5,076.18</b>
<b>Sanitation</b>				
Marv Coble		CD Cell - Mileage	Travel & Meeting Expense	\$36.30
Nebraska State Bank		Payroll Withholdings	FICA/Medicare	\$36.05
Nebraska State Bank		Payroll Withholdings	FICA/Medicare - CD Cell	\$37.35
Tom Joyce		CD Cell - Mileage	Travel & Meeting Expense	\$30.25
Verizon Wireless		Cell Phones	Telephone	\$32.71
Verizon Wireless		Cell Phones	Telephone - CD Cell	\$37.71
			<b>Total Sanitation</b>	<b>\$210.37</b>
				<b>\$257,625.87</b>

Report Selection: Check Approval List - GL Account  
 Date Range Selection: Invoice Due Date  
 Starting Date: 6/25/2012  
 Ending Date: 6/25/2012

# Check Approval List - GL Account

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City of Broken Bow

Page 1 of 1

<u>Vendor Name</u>	<u>Invoice</u>	<u>Invoice Description</u>	<u>Account Description</u>	<u>Amount</u>
<b>Fire</b>				
Schmicks Market		Firemen - Supplies	Supplies & Postage	\$7.44
			Total Fire	\$7.44
				\$7.44

Report Selection: Check Approval List - GL Account  
Date Range Selection: Invoice Due Date  
Starting Date: 6/26/2012  
Ending Date: 6/26/2012

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# City of Broken Bow

Monday, June 25, 2012

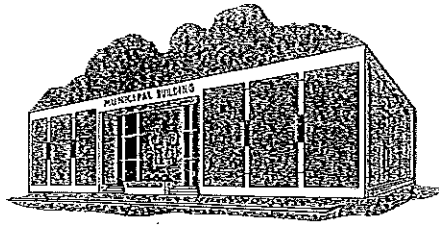
## City Council Regular Session

### Street Closing

*Close the streets on the north side and west side of Precious Angel Day Care Center on South 13th and South G Avenues for the annual 4th of July Celebration at Precious Angel Daycare*

Staff Contact: Street Supr. / Police Chief





## CITY of BROKEN BOW

P.O. BOX 504  
BROKEN BOW, NEBRASKA 68822

### REQUEST FOR FUTURE AGENDA ITEM

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

Name: Mary A. Snow / Precious Angel Daycare  
Address: 1241 South G / 706 South 13<sup>th</sup>

Telephone #: (308) 872-6474 / (308) 872-3474

Date of Request: July 3<sup>rd</sup>, 2012 (3-6 pm)

Description of Requested Topic: Would like permission  
to barricade streets from the intersection  
at <sup>South</sup> 13<sup>th</sup> + G, to the alleyway for the  
purpose of holding our annual Block  
Party for Precious Angel Daycare  
Center.

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# City of Broken Bow

Monday, June 25, 2012

## City Council Regular Session

### Pay Request for Carrothers Construction

*Pay application from Carrouthers Construction for work done at the Broken Bow Aquatic Center.  
Presented pay application has a remaining \$10,000 retainage.*

Staff Contact: City Administrator

**APPLICATION FOR PAYMENT NO. 15**

To: City of Broken Bow, Nebraska  
From: Carrothers Construction Company, LLC  
Contract For: 2010 Broken Bow Aquatic Center  
ENGINEER's Project No. 90,863  
For Work accomplished through the date of: **5/31/12**

1 Original Contract Price:	\$	2,566,875.00
2 Net Change by Change Orders and Written Amendments (+ or -):	\$	(11,983.00)
3 Current Contract Price (1 plus 2):	\$	2,554,892.00
4 Total Completed and Stored to Date:	\$	2,554,892.00
5 Percent of Project Completed 100.0%		
6 Retainage	\$	<u>10,000.00</u>
7 Total Completed and Stored to Date less Retainage (4 minus 6):	\$	2,544,892.00
8 Less previous Application for Payments:	\$	2,410,169.00
9 <b>DUE THIS APPLICATION (7 MINUS 8):</b>	\$	<b>134,723.00</b>

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 14 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated: \_\_\_\_\_ CARROTHERS CONSTRUCTION CO., LLC  
By: \_\_\_\_\_

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated: \_\_\_\_\_ JEO CONSULTING GROUP, INC.  
By: \_\_\_\_\_

APPLICATION APPROVED BY:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_ Title: \_\_\_\_\_  
By: \_\_\_\_\_

# CONTINUATION SHEET

AIA DOCUMENT G703

Page 2 of 3 Pages

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.  
In tabulations below, amounts are stated to the nearest dollar.  
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: **FIFTEEN**  
APPLICATION DATE: 5/31/12  
PERIOD TO: 5/31/12  
ARCHITECT'S PROJECT NO: 90,863

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%(G + C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1.1	Insurance, Bonds, and Permits	\$ 25,000.00	25,000.00			25,000.00	100.00%		
1.2	Mobilization / Purchasing	\$ 75,000.00	75,000.00			75,000.00	100.00%		
1.3	Project Supervision / Admin.	\$ 180,000.00	180,000.00			180,000.00	100.00%		
2.1	Demolition	\$ 60,000.00	60,000.00			60,000.00	100.00%		
2.2	Excavation & Site Grading	\$ 170,000.00	165,750.00	4,250.00		170,000.00	100.00%		
2.3	Yard Piping	\$ 60,000.00	60,000.00			60,000.00	100.00%		
2.4	Paving & Stripping - 700 cy	\$ 149,000.00	149,000.00			149,000.00	100.00%		
2.5	Trenching	\$ 15,000.00	15,000.00			15,000.00	100.00%		
2.6	Backfill & Site Grading	\$ 6,000.00	6,000.00			6,000.00	100.00%		
2.7	Aggregates Under Structures	\$ 90,000.00	90,000.00			90,000.00	100.00%		
2.8	Subdrainage System & Area Drains	\$ 25,000.00	25,000.00			25,000.00	100.00%		
2.9	Fencing	\$ 20,000.00	20,000.00			20,000.00	100.00%		
3.1	Cast-In-Place Concrete - 1,480 cy	\$ 402,000.00	399,990.00	2,010.00		402,000.00	100.00%		
3.2	Rebar, Mesh & Dowels 55 tn	\$ 98,000.00	98,000.00			98,000.00	100.00%		
4.1	Masonry	\$ 95,000.00	95,000.00			95,000.00	100.00%		
5.1	Misc. Metals	\$ 30,000.00	30,000.00			30,000.00	100.00%		
6.1	Carpentry Items	\$ 70,000.00	70,000.00			70,000.00	100.00%		
6.2	Wood Trusses	\$ 7,000.00	7,000.00			7,000.00	100.00%		
7.1	Roofing	\$ 65,000.00	65,000.00			65,000.00	100.00%		
8.1	Door & Finish Hardware	\$ 20,000.00	20,000.00			20,000.00	100.00%		
8.2	Overhead Doors	\$ 20,000.00	20,000.00			20,000.00	100.00%		
9.1	Painting & Joint Sealers	\$ 70,000.00	66,500.00	3,500.00		70,000.00	100.00%		
9.2	Drywall & Insulation	\$ 4,000.00	4,000.00			4,000.00	100.00%		
10.1	Toilet Compartments	\$ 4,000.00	4,000.00			4,000.00	100.00%		
10.2	Building Specialties	\$ 2,000.00	2,000.00			2,000.00	100.00%		
10.3	Signage & Accs.	\$ 3,000.00	2,000.00	1,000.00		3,000.00	100.00%		
10.4	Shade Structures	\$ 3,000.00	3,000.00			3,000.00	100.00%		
10.5	Toilet Accessories	\$ 2,000.00	2,000.00			2,000.00	100.00%		
10.6	Louvers	\$ 6,000.00	6,000.00			6,000.00	100.00%		

# CONTINUATION SHEET

AIA DOCUMENT G703

Page 3 of 3 Pages

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PERIOD TO: 5/31/12  
ARCHITECT'S PROJECT NO: 90,863

A		B	C	D	E	F	G		H	I
ITEM	NO.	DESCRIPTION	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%( G + C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
13.1		Swimming Pool & Deck Accs.	\$ 25,000.00	24,000.00	1,000.00		25,000.00	100.00%		
13.2		Stainless Steel Gutters	\$ 90,000.00	90,000.00			90,000.00	100.00%		
13.3		Water Slide	\$ 90,000.00	90,000.00			90,000.00	100.00%		
13.4		Water Play Structure	\$ 120,000.00	120,000.00			120,000.00	100.00%		
13.5		Floatables	\$ 32,000.00	24,000.00	8,000.00		32,000.00	100.00%		
15.1		PVC Pipe & Accs.	\$ 80,000.00	80,000.00			80,000.00	100.00%		
15.2		Pipe Supports	\$ 3,000.00	3,000.00			3,000.00	100.00%		
15.3		Valves & Accessories	\$ 12,000.00	12,000.00			12,000.00	100.00%		
15.4		Plumbing & HVAC	\$ 100,000.00	99,000.00	1,000.00		100,000.00	100.00%		
		Swimming Pool Equipment:								
15.5		Pumps, Filters, & Accs.	\$ 80,000.00	80,000.00			80,000.00	100.00%		
15.6		Heat Pumps	\$ 18,000.00	18,000.00			18,000.00	100.00%		
16.1		Electrical	\$ 140,875.00	137,353.00	3,522.00		140,875.00	100.00%		
		Change Order # 1								
		Flume Slide Check Valve	\$ 2,453.00	2,453.00			2,453.00	100.00%		
		Play Feature Pipe Size	\$ 337.00	337.00			337.00	100.00%		
		Roofing Material Substitution	\$ (30,700.00)	(30,700.00)			-30,700.00	100.00%		
		Roof Soffit/Fascia Substitution	\$ (2,000.00)	(2,000.00)			-2,000.00	100.00%		
		Roof Decking Modifications	\$ (4,170.00)	(4,170.00)			-4,170.00	100.00%		
		Underdrain Piping Modif.	\$ (1,600.00)	(1,600.00)			-1,600.00	100.00%		
		Change Order # 2								
		Delete Hot Poured Jt. Sealer	\$ (3,450.00)	(3,450.00)			-3,450.00	100.00%		
		Delete Stripping & Symbols	\$ (2,120.00)	(2,120.00)			-2,120.00	100.00%		
		Delete Handicap Signs & Post	\$ (330.00)	(330.00)			-330.00	100.00%		
		Delete Warning Pads	\$ (650.00)	(650.00)			-650.00	100.00%		
		Change Order # 3								
		Additional Fill at Old Pool Site	\$ 29,589.00	29,589.00			29,589.00	100.00%		
		Change Order # 4								
		Rodent Guard on Drain Line	\$ 195.00	195.00			195.00	100.00%		
		Concession Door Flashing	\$ 1,415.00	1,415.00			1,415.00	100.00%		
		Coiling Door Modifications	\$ (2,000.00)	(2,000.00)			-2,000.00	100.00%		
		Provide Weather Tight								
		Mercoid Switches	\$ 1,048.00	1,048.00			1,048.00	100.00%		
		Change Order # 5								
		Time Extension and Sodding	\$ -							
		TOTAL	\$ 2,554,892.00	2,530,610.00	24,282.00		2,554,892.00		-	

---

# City of Broken Bow

Monday, June 25, 2012

## City Council Regular Session

### **Pay Request #1 for Miller and Associates**

*Pay Request #1 in the amount of \$36,139.03 for Utility Improvements (Project No. 177-G-004) for on College Estates Subdivision*

Staff Contact: City Administrator

June 4, 2012  
Kearney, Nebraska



1111 Central Ave. Kearney, NE 68847-6833

Tel: 308-234-6456  
Fax: 308-234-1146  
[www.miller-engineers.com](http://www.miller-engineers.com)

Tony Tolstedt, City Administrator  
City of Broken Bow  
P.O. Box 504  
Broken Bow, NE 68822

Re: College Estates Subdivision Utility Improvements  
Broken Bow, Nebraska  
Project No. 177-G1-004

Dear Tony,

Enclosed are three copies each of the following:

- a) Application and Certificate for Payment #1 – \$36,139.03

Following the City Council's review and subsequent approval, please sign all copies, retain your copy, return the Contractor's copy with his payment, and return the remaining copy to our office.

Please contact our office if you have any questions regarding this matter.

Very truly yours,  
MILLER & ASSOCIATES  
CONSULTING ENGINEERS, P.C.

A handwritten signature in black ink, reading 'Kelly Korgel', written in a cursive style.

Kelly J. Korgel  
Office Assistant

Enclosures

# APPLICATION FOR PAYMENT

PROJECT: College Estates Subdivision Utility Improvements

ENGINEER: Miller & Associates, Consulting Engineers, P.C.  
ENGINEER'S PROJECT NO. 177-G1-004-12

TO: (OWNER) City of Broken Bow

CONTRACTOR: Rutjens Construction

CONTRACT FOR:

College Estates Subdivision Utility Improvements

ATTN: Dana Peterson/ Miller & Associates

APPLICATION DATE: 06/04/12 APPLICATION NO.: 1

## CHANGE ORDER SUMMARY:

Continuation sheets are attached.

Change orders approved in previous month by Owner.

FOR WORK ACCOMPLISHED THROUGH THE DATE OF: June 4, 2012

Application is made for payment, as shown below in connection with the Contract.

The present status of the account is as follows:

ORIGINAL CONTRACT PRICE.....	\$94,495.61
Net Change by Change Orders & Written Amendments	\$ -
CURRENT CONTRACT PRICE.....	\$ 94,495.61
TOTAL COMPLETED & STORED TO DATE.....	\$ 40,154.48
LESS RETAINAGE: 10% .....	\$ (4,015.45)
TOTAL COMPLETED & STORED TO DATE LESS RETAINAGE	\$ 36,139.03
LESS PREVIOUS APPLICATION FOR PAYMENT.....	
AMOUNT DUE THIS APPLICATION.....	\$ 36,139.03

CO #	DATE	ADDITIONS	DEDUCTIONS
1			
2			
3			
4			
5			
TOTAL		0.00	0.00
NET CHANGE		0.00	0.00

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from Owner on account of Work done under the Contract referred to above have been applied to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 1 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

The undersigned certifies that the work has been carefully inspected and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract.

ENGINEER: MILLER & ASSOCIATES

By: 

OWNER:

BY: \_\_\_\_\_

<input checked="" type="checkbox"/>	Owner
<input type="checkbox"/>	Contractor
<input type="checkbox"/>	Engineer

CONTRACTOR: RUTJENS CONSTRUCTION

By: 

Date: 6/4/2012

~~The review & acceptance of this estimate by the United States of America does not attest to the correctness of the quantities shown or that the work has been performed in accordance with the contract documents.~~

Attested by: \_\_\_\_\_

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

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

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



APPLICATION AND CERTIFICATE FOR PAYMENT-CONTINUATION SHEET

APPLICATION NUMBER:1

APPLICATION DATE: 6/4/2012

FOR WORK ACCOMPLISHED THROUGH :6/4/2012

ENGINEER'S PROJECT #:177-G1-004-12

ITEM NO.	DESCRIPTION OF WORK	ESTIMATED QUANTITY	UNIT	UNIT PRICE	QUANTITY COMPLETED TO DATE	TOTAL COMPLETED	STORED TO DATE	TOTAL COMPLETED AND STORED TO DATE
<b>Gravity Sewer</b>								
2	MOBILIZATION	1	L.S.	\$2,500.00	1.00	\$ 2,500.00		\$ 2,500.00
3	PRECAST M.H. IN PLACE	4	EA.	\$3,350.00	2.00	\$ 6,700.00		\$ 6,700.00
4	8" SAN. SEWER MAIN W/BEDDING	827	L.F.	\$21.25	260.00	\$ 5,525.00		\$ 5,525.00
5	4" SAN. SEWER SERVICE	6	EA.	\$985.00	1.00	\$ 985.00		\$ 985.00
6	REM. & REPL. CONCRETE PAVEMENT	130	S.Y.	\$41.00	158.00	\$ 6,478.00		\$ 6,478.00
7	CONSTRUCTION STAKING	1	L.S.	\$1,075.00	1.00	\$ 1,075.00		\$ 1,075.00
<b>Water Main</b>								
11	MOBILIZATION	1	L.S.	\$2,500.00	1.00	\$ 2,500.00		\$ 2,500.00
12	6" PVC WATERMAIN	1273	L.F.	\$20.82	614.00	\$ 12,783.48		\$ 12,783.48
13	6" MJ GATE VLVS AND BOXES	5	EA.	\$782.00	1.00	\$ 782.00		\$ 782.00
14	FIRE HYDRANT COMPLETE	1	EA.	\$2,650.00		\$ -		\$ -
15	6" MJ PLUG	3	EA.	\$230.00	1.00	\$ 230.00		\$ 230.00
16	6" MJ TEE	6	EA.	\$321.00	1.00	\$ 321.00		\$ 321.00
17	6" MJ X 90 ELBOW	1	EA.	\$275.00	1.00	\$ 275.00		\$ 275.00
18	6" DIAMETER CONNECTION	2	EA.	\$389.00		\$ -		\$ -
19	1" SERVICE CONNECTION, TAP ETC.	6	EA.	\$1,359.00		\$ -		\$ -
	GRAVEL SURFACING	40	TON	\$33.00		\$ -		\$ -
	<b>TOTALS</b>					\$ 40,154.48	\$ -	\$ 40,154.48

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# **City of Broken Bow**

**Monday, June 25, 2012**

**City Council Regular Session**

## **Approval of new Fireman and Roster for Broken Bow Fire Department effective June 26, 2012**

*Approval of roster for the BBFD due to the addition of a new member in that department*

Staff Contact: Maintenance/Clerical Facilitator



# Broken Bow Volunteer Fire Department

116 South 11<sup>th</sup> Ave., Broken Bow, NE 68822

Phone: 308-872-6424 • Fax: 308-872-2173

*Andy Holland, Facilitator*

*Kem Oatman Fire Chief*

## Official Roster

Effective on June 6, 2012 CITY

Effective on June , 2012 Rural

1. Paul Page
2. Gary Crawell
3. Gene Chapin 33.
4. Ron Price 34.
5. Kem Oatman 35.
6. Les Manning
7. Paul Holland
8. Robert Harrold
9. Dave Linn
- 10 Doug Staab
11. Andy Holland
12. Ryan Anderson
13. Jason Buam
14. Jess Taylor
15. Rick Larson
16. Rowdy Woodward
17. Dustin Spanel
18. Adam Lashley
19. Kris Evans
20. David Schmidt
21. Kevin Fielder
22. Tracy Salts
23. Dustin Watson
24. Nick Coble
25. Kenny Crawford
26. Matthew Hansen
27. Jeffery Pflaster
28. Clint Maynard
29. Lance Oatjman
30. Eric Westerhold
31. **Joe Franssen New Member**
- 32.

# Broken Bow Volunteer Fire Department

116 South 11<sup>th</sup>  
Broken Bow, Nebraska 68822  
(308) 872-6424

## Application for Membership

This is to be completed by the proposer and applicant, and then filed with the secretary at a regular business meeting of the Broken Bow Fire Department held on the 1<sup>st</sup> Tuesday of each month. A \$20.00 application fee must be attached with this application for membership.

AN ACTIVE MEMBER OF THE BROKEN BOW FIRE DEPARTMENT AND IN GOOD STANDING HAS PROPOSED THE FOLLOWING INDIVIDUAL FOR MEMBERSHIP IN THE DEPARTMENT

Name Joseph Feunson Occupation Bricklayer Truck  
Address 1038 North P St Business Address 311 S 7th St P.O. Box 129 Broken Bow, NE 68822  
Phone Number 308-530-6899 Business Phone 402-535-9376  
Date of Birth 12-19-1986 Age 25 Sex M Race White SSN 507-23-0939  
Married X Single Number of Dependents 0 How Long Have You Lived in Broken Bow City Limits Just moved into town  
ALIAS: AKA LIST ANY OTHER NAMES USED: Maiden, married, adopted, nicknames, short names, etc.  
Joe  
Employer Academy of Art College How Long Have You Been Employed There 7 years  
Do You Work Days X Nights What Hours 8 - 5  
How Many Days A Week 5 In Town Out Of Town Both 5  
Formal Education Arnold Public Schools Fire Service Experience 5 1/2 years North Bend Fire Arnold Fire  
Disabilities or Ailments None

APPLICANT: DO YOU REALIZE THAT THE FIRE DEPARTMENT IS NOT A SOCIAL CLUB AND THAT AS A MEMBER YOU WILL BE REQUIRED TO GIVE FREELY OF YOUR TIME TO ATTEND FIRES, MEETINGS, DRILLS, FIREWORKS, STAND AND DISPLAY, WORK ON COMMITTEES, AND ANY OTHER TIMES TO WHICH YOU ARE CALLED (YES/NO)  
Yes

EMPLOYER OF APPLICANT: I DO HEREBY SIGNIFY THAT THE APPLICATION IS MADE WITH MY KNOWLEDGE AND CONSENT

EMPLOYER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

SPOUSE, PARENT OR GUARDIAN: I REALIZE THAT IF THE APPLICANT IS ACCEPTED FOR MEMBERSHIP IN THE BROKEN BOW FIRE DEPARTMENT, THAT THEY WILL BE GIVING THEIR TIME TO PUBLIC SERVICES. I FURTHER RECOGNIZE THAT GIVING PUBLIC SERVICE IS A DUTY OF EVERY CITIZEN AND DO HEREBY GIVE MY CONSENT TO THIS APPLICATION

SPOUSE, PARENT OR LEGAL GUARDIAN'S SIGNATURE Elizabeth Feunson DATE 4-26-12

WE WILL DO A COMPLETE BACKGROUND HISTORY CHECK WITH THE NEBRASKA STATE PATROL OFFICE BEFORE THE APPLICATION IS TURNED OVER TO THE BROKEN BOW FIRE DEPARTMENT FOR A MONTHLY MEETING

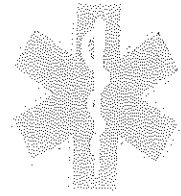
APPLICANT'S SIGNATURE Joseph M. Feunson DATE 4-26-12

PROPOSER [Signature] DATE 4-26-12

MEMBER [Signature] DATE 5-1-12 FIRE CHIEF [Signature]



North Bend Fire Department  
140 W. 7<sup>th</sup> St. P.O. Box 8  
North Bend, NE 68649  
(402) 652-8161



April 25, 2012

To Whom It May Concern:

Joseph Franssen joined the North Bend Volunteer Fire Department in December 2007. Joe has held the positions of Vice President, Fire Lieutenant, and Safety Officer in the past and is our current Fire Captain. He serves on multiple committees with enthusiasm and was dedicated to serving North Bend. Joe is a conscientious and capable EMT-B and is certified in Advanced Airway and IV. He recently completed the Fire Fighter 1 and Hazardous Materials - Operations Level courses. Joe is a hard working and effective leader and has my highest recommendation.

It is with deep regret I write this letter. Joe was an asset to our department and he will be missed greatly.

Kevin Dubbs  
North Bend Fire Chief  
Station# 402-652-3401  
Home# 402-652-3401  
Cell# 402-578-6165

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# City of Broken Bow

Monday, June 25, 2012

City Council Regular Session

## Description of new agenda layout and software

*The City Administrator will provide a brief description of the new agenda management layout being used as part of the Beehive Agenda Management implementation.*

Staff Contact: City Administrator

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# Agenda Management User Documentation

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Beehive Industries

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## Overview

Agenda Management is software for organizing the creation of meeting documents and automatically making them available to the public. Agenda Management makes it easy for multiple contributors to add components to a packet and to merge the components into a final document. Also, all of your Document information stays organized and in one place.

## System Requirements

The Agenda Management software has the following minimum hardware and operating system requirements.

Operating System	Windows 7, Vista, XP (Windows XP Tablet PC and Media Center Editions are not supported)
Processor	1 GHz
RAM	512 MB
Disk space	2 GB

## Staff Member

A Staff Member is a contributor who is responsible for creating and editing Agenda Items.

## Main Window

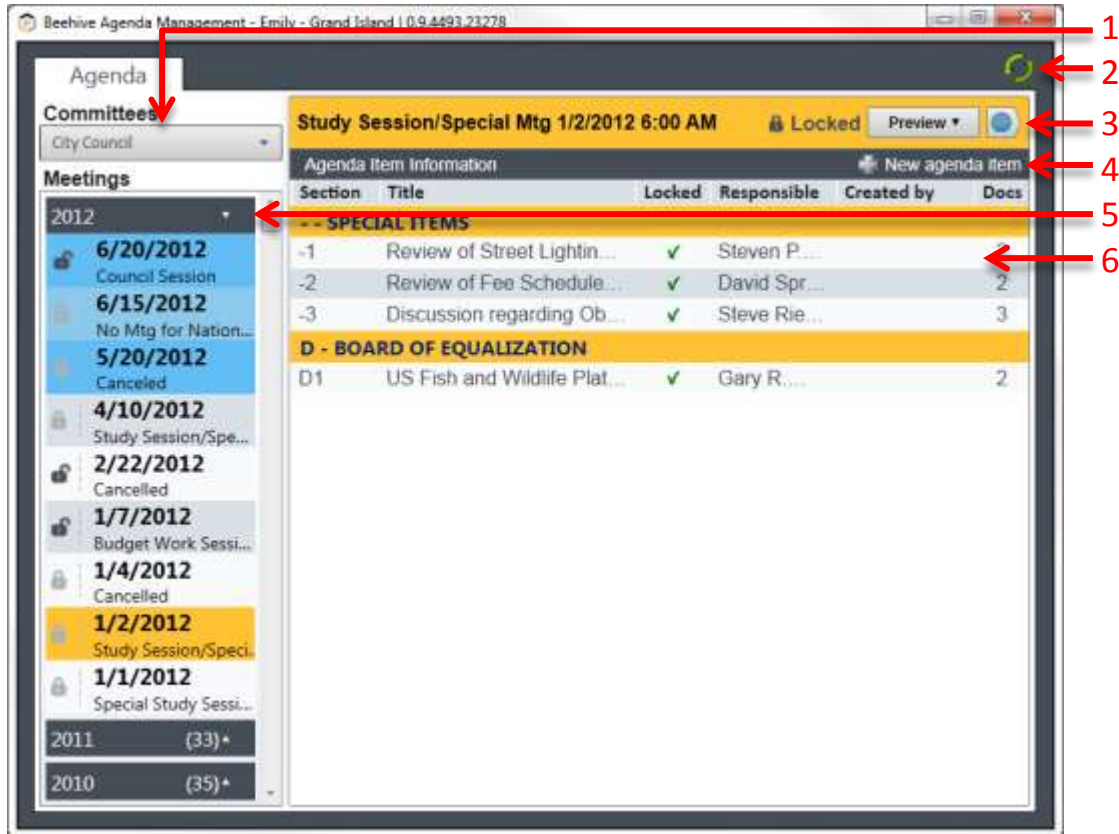


Figure 1

### 1. Committee Selection

The Committees drop-down contains the groups for which you can edit meeting agenda information. The contents of the Meetings list are based on the selection of the Committees drop-down.

### 2. Refreshing

The Refresh button allows the user to guarantee that the data they see is the latest on the server. If you don't see changes a co-contributor has made, click the Refresh button to update your view.

### 3. Meeting Information



Figure 2

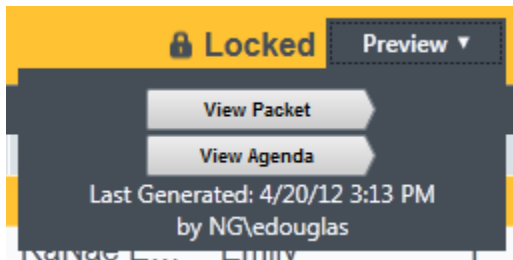


Figure 3

The header of the Agenda Item list (Figure 2) contains information about the meeting currently selected in the meeting list. The items are, from left to right:

- The type of meeting
- The meeting date and time
- The locked (ability to edit) status of the meeting
- The Preview button allowing Staff Members to view the meeting packet and agenda after an Admin generates them. The expanded view is shown in Figure 3.
- If the meeting has been published, a button to view the meeting on the public website

### 4. Adding a New Agenda Item

This button adds a new Agenda Item. Staff Members may only add items when the Meeting is unlocked. The information required for creating an Agenda Item will be discussed later in the Agenda Item Property Editor section.

## 5. Meetings List

The Meetings list shows all available meetings for the selected Committee. Each Meetings list item has three components, described below. Future meetings are highlighted in blue so they are easier to find while past meetings are grey since they will be changed less often. The currently selected Meeting is highlighted in gold. Meetings are grouped by year into collapsible sections allowing the user to only view the meetings important to them.

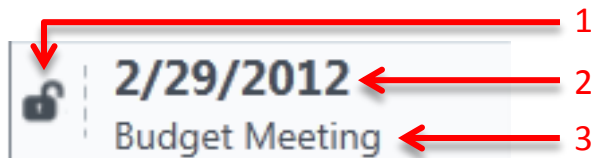


Figure 4

1. The lock icon indicates if the meeting can be edited. A dark, open lock means that the meeting may be edited whereas a gray, closed lock may not be edited.
2. This is the meeting's date. The meetings are sorted by this date.
3. This is the type of meeting as defined by an administrator.

## 6. Item List

Section	Title	Locked	Responsible	Created by	Docs
<b>C - PRESENTATIONS AND PROCLAMATIONS</b>					
C1	Recognition of the Nebr...	✓	RaNae E...		1
<b>E - PUBLIC HEARINGS</b>					
E1	Public Hearing on Amen...	✓	Doug Wal...		1
E2	Public Hearing on Amen...	✓	Chad Na...		2
E3	Public Hearing on Acqui...	✓	Gary Mader		0

Figure 5

The items in the list are grouped by Section (an administration-defined classification). Each of these groups corresponds to a gold sub-header that gives the abbreviation and name of the Section for the following items.

Each Agenda Item has its own row that displays basic information on the item. It shows, from left to right: the Section and index in the Section, the item's title, the lock (ability to edit) status, the person responsible for the item, who created the item, and the number of Documents (attachments) associated with the item.

Complete the following to edit an Agenda Item:

1. Click on the Agenda Item you want to edit. This will open the Agenda Item Property Editor.
2. Make desired changes and then you can save the Agenda Item.

## Agenda Item Property Editor

The screenshot shows the 'Agenda Item Property Editor' window. Red arrows point to specific fields and controls, numbered 1 through 10:

- 1: Meeting drop-down menu (set to 4/24/2012 7:00 PM)
- 2: Section drop-down menu (set to E-PUBLIC HEARINGS)
- 3: Template drop-down menu (set to Amendment to City Code)
- 4: Locked toggle button
- 5: Fields for Responsible Party, Title, Narrative, Minutes, and Video Link
- 6: Select User drop-down and Add Editor button
- 7: Created by field (set to Emily)
- 8: Editors list (showing Anne - NGarelsen)
- 9: Document Information section header and New document button
- 10: Preview Item button

At the bottom of the window are buttons for Save, Close, and Delete.

Figure 6

The Agenda Item Property Editor is used to modify the fields of an item and edit related Documents.

1. The meeting drop-down allows you to change the meeting, the packet, where the Agenda Item will appear. You may only change between meetings of the same Meeting Type (i.e., Study Session).
2. The Section drop-down allows you to change the Section, and the location within the packet, where the Agenda Item will appear. You may only switch between Sections associated with the same type of meeting.
3. The Template drop-down allows you to select from a list of Templates pre-defined by an administrator. Once selected, the Template will auto-fill the Agenda Item's title and narrative with the standard text. Templates are designed to reduce time needed for creating common Agenda Items that will often have similar text (i.e., Exchange Agreement).
4. The Locked toggle determines if the Agenda Item is available for further edits.
5. These fields display data about the agenda item. There are a few things to note:
  - a. The Responsible Party field will auto-fill with data entered on past agenda items as the user types.
  - b. The Title field is required.
  - c. The Narrative field holds the main text for the agenda item.
  - d. Only administrators can enter information for the Minutes and Video Link fields.

6. To allow a Staff Member that is not the item's creator to edit the item, you must add them as an editor. Editors are able to edit the item as if they created it.
7. The name of the creator. This person has the ability to edit the item until it is locked. Since the creator always has rights to the item, they are not available to be added as an editor.
8. The red X removes that user as an editor. They will no longer have permission to make any changes to the item. An editor cannot remove themselves as an editor of an item.
9. The Document Information list displays the documents attached to the item. Anyone with the ability to edit the item can add and modify documents. This is discussed in detail below.
10. The Preview Item button will generate and display just the part of the packet that you are currently editing. This allows you to quickly see how your changes look in packet form.

## Adding Documents

Document Information <span style="float: right;">+ New document</span>		
Order	Title	Filename
1	Resolution	resolution MOU 10.12.10.doc
2	Council Memo	2010 10.12.10 Council Memo.doc
3	Scope of Work	Signed Contract.FINAL.pdf
4	MOU	MEMORANDUM OF UNDERSTANDING.doc

Figure 7

The Document Information list shows the basic information on each Document associated with the Agenda Item. Adding and editing Documents is very similar to adding and editing Agenda Items.

**Document Properties Window**

Title:

Filename:  Browse

Save Close Preview

Figure 8

Complete the following to add a new Document:

1. Click on the New Document button, located in the gold bar of the Document Information list.
2. Enter a title. The Title field is required.
3. Click on the Browse button. This will open a file selection window. Select the desired file.
4. Click the Save button

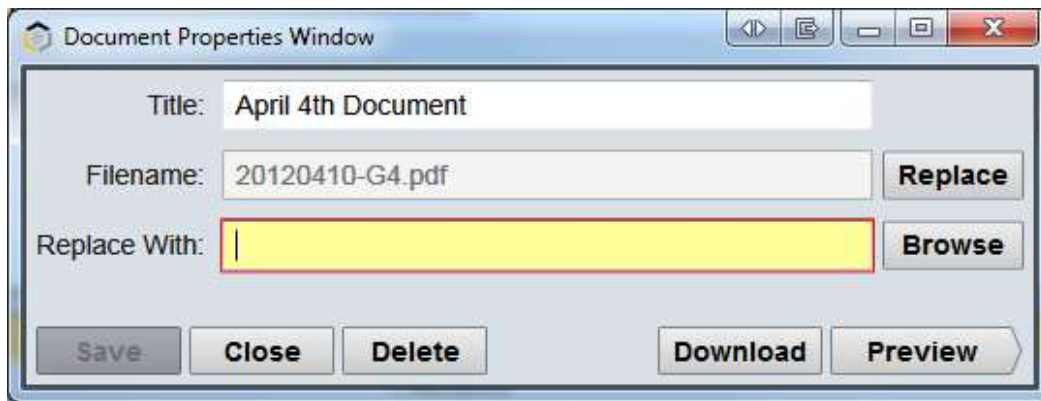


Figure 9

Complete the following to edit or replace a Document:

1. Click on the desired Document.
2. Change the desired fields.
3. To Replace the document
  - a. Click the Replace button
  - b. Click the Browse button
  - c. Choose the new document
4. Click the Save button.

To simply view the contents of a document, click Preview. This will open the file in a read-only mode. If you need to edit the document contents, click Download. This will allow you to choose a place to save the file. Then you will be able to open the file from where you saved it. After your changes have been made, close the program you used to edit the document, and then replace the file, as described above.

### Supported File types

Only the following types can be uploaded. Other types may not display correctly in the packet. If a file of another type needs to be uploaded, we suggest saving it as a PDF, if possible.

- Microsoft PowerPoint (.ppt, .pptx)
- Microsoft Excel (.xls, .xlsx)
- Microsoft Word (.doc, .docx)
- Text file (.txt)
- Rich text file (.rtf)
- Portable Document Format (.pdf)
- OpenOffice Document(.odt)
- OpenOffice Presentation (.odp)
- Images (.png, .jpg, .bmp, .gif, .tif)

## Public Portal

The Public Portal is the means by which the public may browse and view meeting documentation.

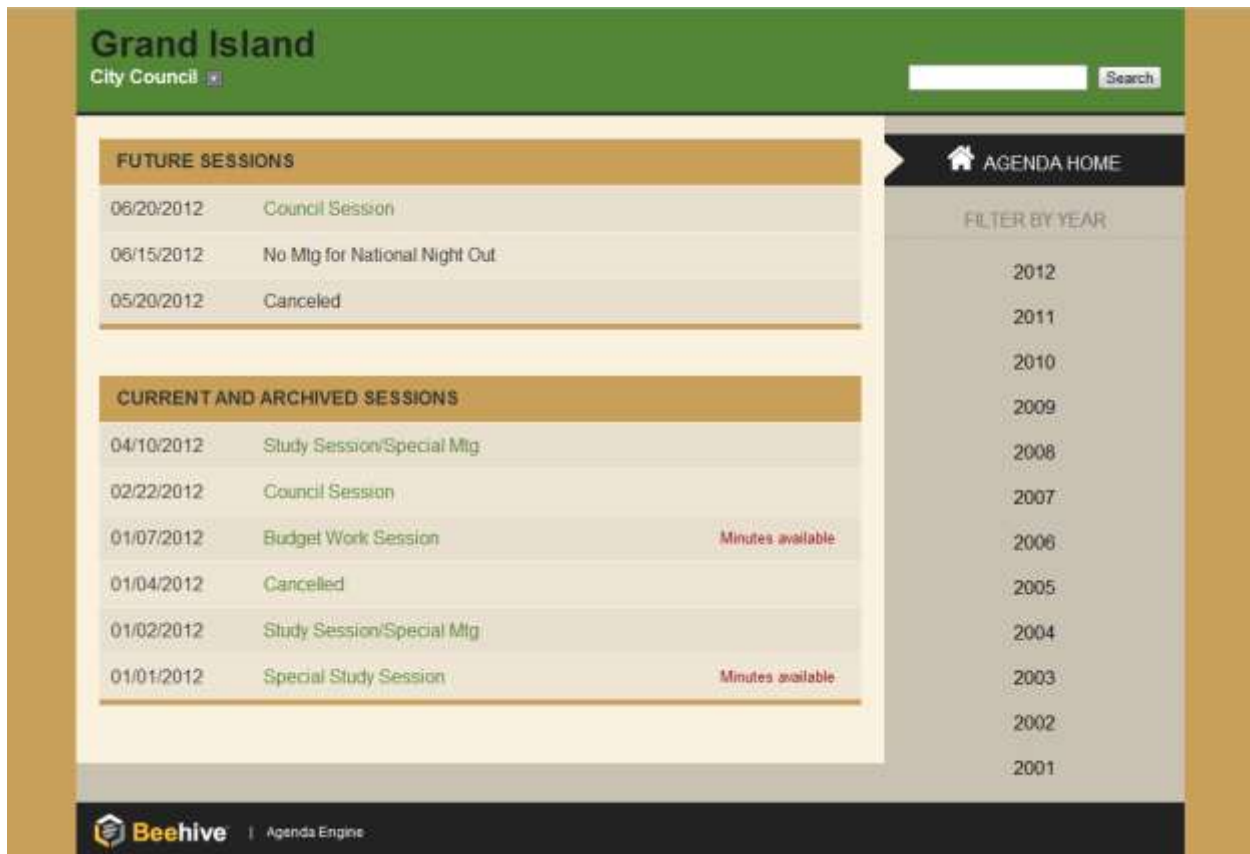


Figure 10

Figure 10 shows the home page for the Public Portal. The arrow by the Committee name is a drop-down that allows you to select another Committee, if the customer has more than one. Based on the Committee, Meetings will be displayed in the list to the lower left. If a Meeting's Agenda has been made available, clicking the meeting will take you to the page for the individual Meeting. Meetings are displayed according to year. If you want to see Meetings from a different year, click on the desired year in the list to the right.

The Search box in the upper right corner enables users to search through all the posted PDFs for the committee. The results page lists the meeting date and type and the title of the PDF.

3 Results		
1.	1/1/2012 Special Study Session - 1 - Discussion of Agreement with Nebraska Emergency Management Regarding Providing Hazardous Material Re	<a href="#">20120101--1.pdf</a> 645.3 KB
2.	1/1/2012 Special Study Session Meeting Packet	<a href="#">20120101-MeetingPacket.pdf</a> 1.6 MB
3.	1/1/2012 Special Study Session Agenda	<a href="#">20120101-Agenda.pdf</a> 801.7 KB



**Grand Island**  
City Council

[← BACK TO SESSION LIST](#)

**Agenda for 01/02/2012**

**SPECIAL ITEMS**

-1	Review of Street Lighting Standards	view:  283.9 KB
-2	Review of Fee Schedule for Fiscal Year 2002-2003	view:  504.8 KB
-3	Discussion regarding Obstructions in the Right of Way	view:  83.7 KB

**BOARD OF EQUALIZATION**

D1	US Fish and Wildlife Platte River Critical Habitat Designation	view:  62.3 KB
----	--	----------------

Figure 11

Figure 11 shows the screen for a selected meeting. In the top grey bar you can select to view either the entire packet or just the printable agenda for this meeting by clicking . Agenda Items are ordered by Section. You can view the PDF or video for a specific Agenda Item by clicking on the respective icon to the right. PDFs and videos are available only if an Agenda Admin has saved the meeting as Packet Available.

## Agenda Admin

An Agenda Admin has unlimited rights on the Agenda and Management tabs. They may edit and add Meetings, Meeting Types, Sections, and Templates. An Agenda Admin can edit any item, including items that were created by another user or if the item is in the locked status. Admins may reorder agenda items by dragging and dropping. Dragging an Agenda Item into another Section's group will also change the Section of the item. They also generate and publish the full packet.

### Agenda Tab (Additional Privileges)

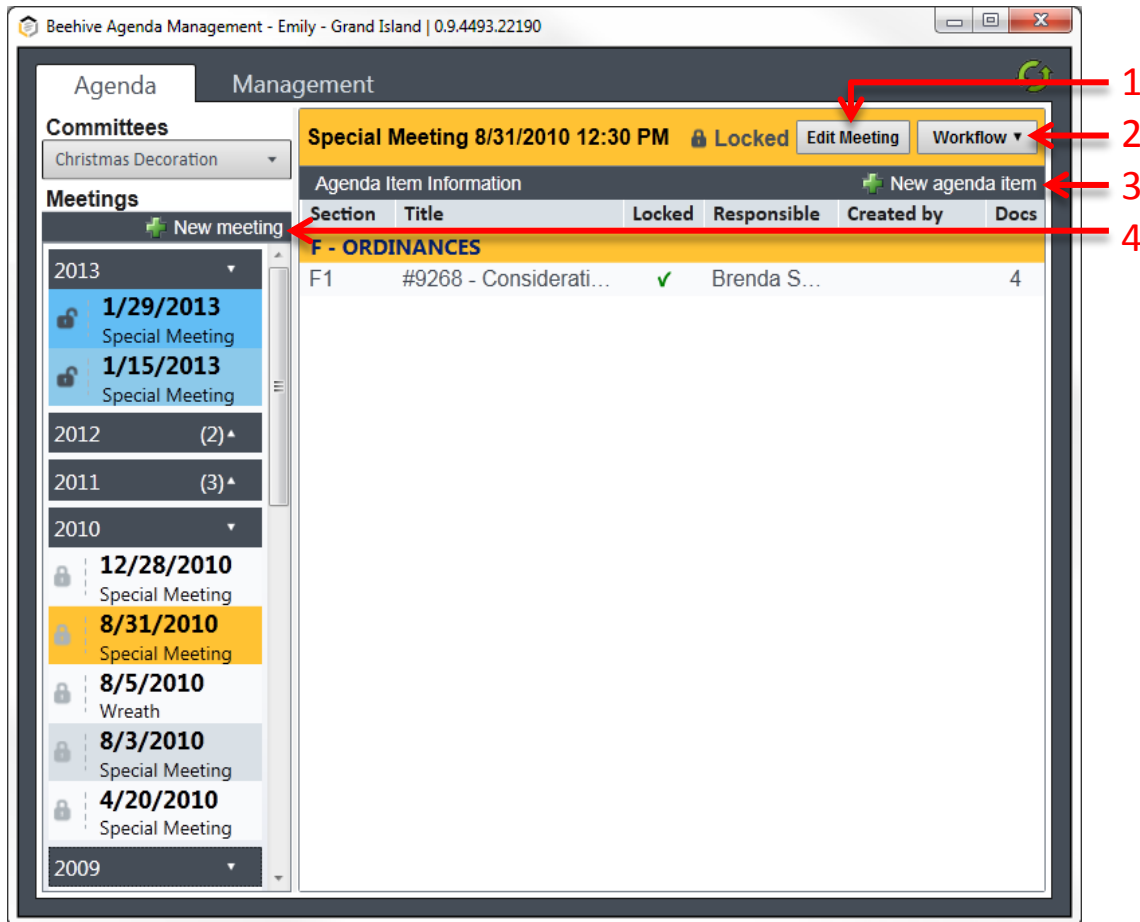


Figure 12

1. This allows an administrator to edit information about the selected meeting. This is discussed in depth in the next section.
2. The preview button becomes the Workflow button for administrators. Various actions about the packet and permissions are set here. These are detailed in a later section.
3. Administrators can add new items to all meetings, even locked ones.
4. This will create a new meeting. It uses the same procedure as editing an existing meeting.

## Edit Meetings

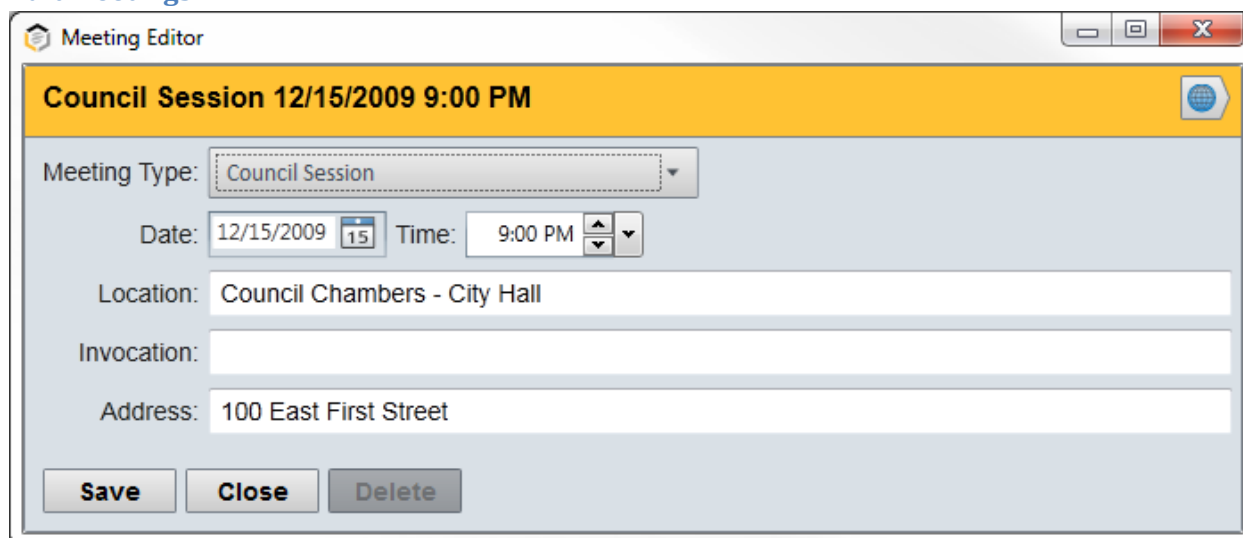
The screenshot shows a 'Meeting Editor' window with a yellow title bar that reads 'Council Session 12/15/2009 9:00 PM'. Inside the window, there is a 'Meeting Type' dropdown menu set to 'Council Session'. Below this, the 'Date' is set to '12/15/2009' with a calendar icon, and the 'Time' is set to '9:00 PM' with a time selection dropdown. The 'Location' field contains 'Council Chambers - City Hall', the 'Invocation' field is empty, and the 'Address' field contains '100 East First Street'. At the bottom of the window are three buttons: 'Save', 'Close', and 'Delete'. A small globe icon is visible in the top right corner of the dialog area.

Figure 13

An Agenda Admin has the ability to edit all aspects of the meeting. They can create, save, and delete meetings. They can do this by clicking on the Edit Meeting button in the top gold bar. This will display the dialog which you see in the screenshot above. The user can change the Meeting Type by using the drop down. The date field uses a calendar to select the date and you can also change the date by entering text. The time provides a drop down menu to select times on the hour and you can also enter the times manually. You are also given textboxes to change the Location, Invocation, and Address. If the Meeting is listed as Agenda Available, the button in the top right corner linking to this Meeting on the public website will appear. Only unlocked Meetings may be deleted.

## Workflow

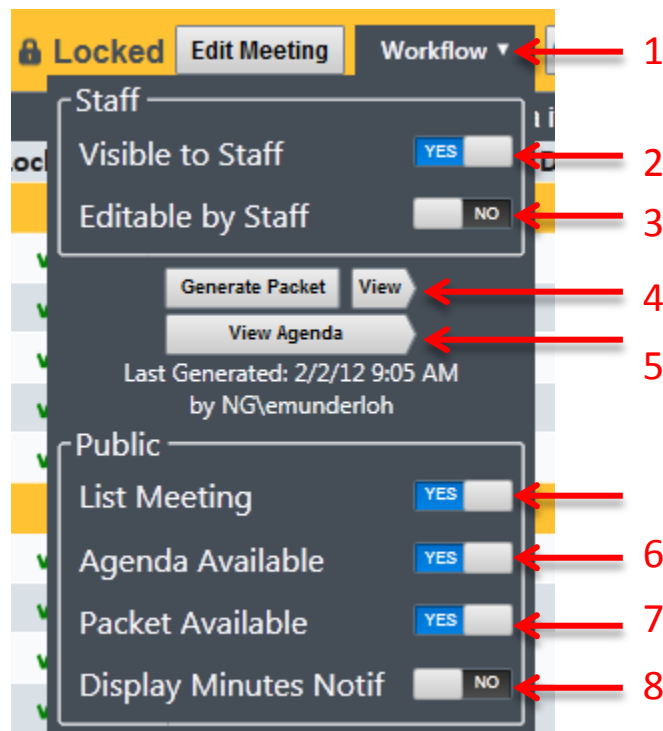


Figure 14

displays the full packet. Once the packet has been generated, this button will be disabled until the meeting has been modified in some way. If the Generate Packet button is not visible, the data has been migrated from a previous system, so generation is not possible.

5. The View Agenda button displays the agenda for the meeting. This is only available after a packet has been generated.

## Public Section

6. The List Meeting toggle determines if the Meeting is listed on the public website.
7. The Agenda Available toggle allows the Meeting Agenda (Meeting summary) to be viewed. To toggle, a generated packet must exist.
8. The Packet Available toggle is used to change visibility of the full packet on the website. To toggle, Agenda Available must first be "Yes"
9. The Display Minutes Notif adds the text "Minutes available" next to a meeting on the public website. To set this value, Packet Available must first be "Yes". This does not add Minutes to the packet. You must regenerate the packet to add Minutes.

1. The Workflow button displays the drop-down. The Workflow allows you to manage the availability of your packet in one place.

## Staff Section

2. The Visible to Staff toggle determines whether the current Meeting is listed for Staff Members

3. The Editable by Staff toggle is used to lock or unlock a meeting. Staff Members cannot edit any portion of a locked meeting. The meeting must be locked before packet generation is enabled.

## Generation

4. The Generate Packet button compiles and uploads the full Meeting Packet to the public website. Once the packet is generated, the View button

## Management Sub-Tabs Overview



Figure 15

The Management tab has three sub-tabs: Meeting Types, Sections and Templates. These tabs all have the same basic format: drop-downs and a list on the left allow you to select an item while the right side of the tab is reserved for editing the item.



Figure 16

### Meeting Types

Meeting Types are used as a classification for Meetings you define. Complete the following to create a new Meeting Type:

1. Select a committee. This fills the Meeting Types list and enables the New Meeting Type button.
2. Click on the New Meeting Type button found in the dark grey bar above the list of Meeting Types.
3. This brings up a drop-down and a textbox on the right side. Fill these out and you can then save the new Meeting Type.

When a Meeting Type is deleted, the Sections and Templates associated with it are also deleted. Any Meetings created with the deleted Meeting Type will remain, but you will no longer be able to change their Meeting Type.

### Sections

Sections are used as a classification for Agenda Items. Complete the following to create a new Section:

1. Select a committee and a Meeting Type. This will fill the Sections list and enable the New Sections button.
2. Click on the New Section button found in the dark grey bar above the Sections list.
3. Fill out the required information and then the Section can be saved.

When a Section is deleted, the Templates associated with it are also deleted. Any Agenda Items in the deleted Section will remain in that Section until the item is edited, then it must be moved to an existing Section.

## Templates

Templates allow you to predefine titles and narratives common to Agenda Items. Complete the following to create a new Template:

1. Select a committee, a Meeting Type and a Section. This will fill the Templates list and enable the New Template button.
2. Click the New Template button found in the dark grey bar above the list of Templates.
3. Fill out the required information and then the Template can be saved.

Deleting a Template will not affect any Agenda Items that have been made using the Template.

## Super Admin

A Super Admin is responsible for managing users and committees. The Administration tab is where you can add new users to the system and assign them to a committee. You can also manage the permission level of users per committee. A Super Admin can also do everything that a Staff Member and Agenda Admin can do.

## Committees

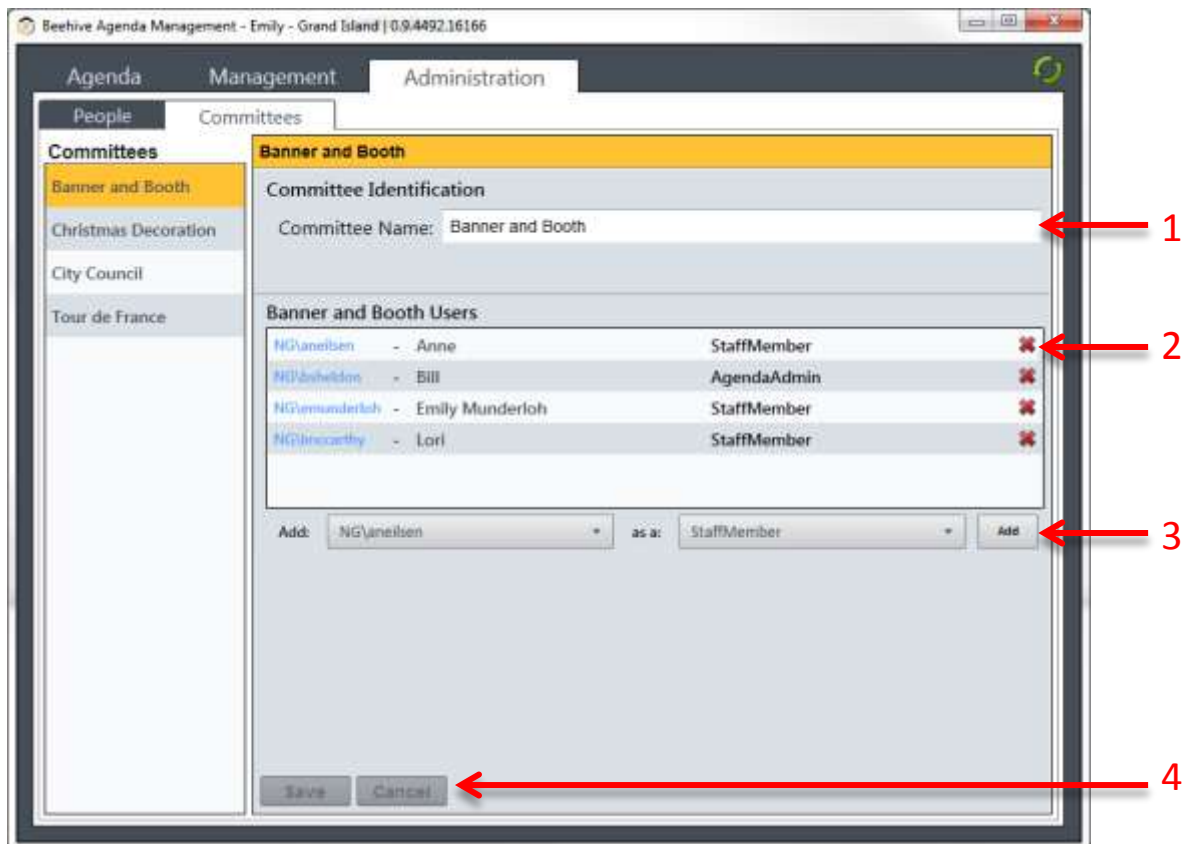


Figure 17

1. Committee Name (required) - This is what is displayed throughout the application and public website
2. Delete User's Permission - Removes the selected User from being able to access this Committee's data
  - a. No save is needed
3. Add a User to Committee with Permission - Assigns a user to the committee with a certain role
  - a. No save is needed
4. Save - Saves Committee name changes to the system  
Cancel - Cancels the current Committee name changes

If a Committee needs to be added or removed, you must contact support.

## People

Beehive Agenda Management - Emily - Grand Island | 0.9.4493.18429

Agenda Management Administration

People Committees

**Users**

+ Add User

- NG\aneilsen
- NG\billsheldon
- NG\edouglas
- NG\emunderloh
- NG\lmccarthy
- NG\sfarley

**Bill**

**Identification**

Friendly Name: Bill

User Name: NG\billsheldon

Email: bill@email.com

Is Super Admin: ☐

**Bill's Committees**

Banner and Booth	AgendaAdmin	<input type="button" value="X"/>
City Council	StaffMember	<input type="button" value="X"/>

Add to: Banner and Booth as a: StaffMember

Figure 18

1. Add User - Used to create a new user and add them to the system
2. Friendly Name (required) - This is what is displayed throughout the application for that user
3. User Name (required)
  - a. This is in the format {domain OR computer name} \ {login}
    - i. Ex: **NG\billsheldon** where **NG** is the domain and **billsheldon** is the login
    - b. The application will use the domain by default
      - i. If the computer is not on a domain, the computer name will be used instead
4. Email - Used for support issues for the user
5. Is Super Admin - Indicates whether the user is a super admin
6. Delete Committee-Permission - Removes the selected User Committee-Permission association
  - a. No save is needed
7. Add to Committee with Permission - Assigns the user to a committee with a certain role
  - a. No save is needed
8. Save - Saves the user to the system  
 Cancel - Cancels the current changes  
 Delete - Deletes the user from the system
  - a. This will remove the user from the list
  - b. If you need to add this person again, you must manually do so



## Troubleshooting

Below are the most common errors. If you encounter something not found here, please contact support.

### General

- The current Windows user '[username]' does not have the correct permissions. Note the error and contact Support.
  - You should contact your committee's Super Admin and verify that your username is spelled correctly and that you have access to your committee.
- The application could not reach the intended service. Please check your internet connection and try again.
  - Our application needs an internet connection to run properly. Verify your internet is working correctly. If it is, restart the application. If the problem is still not resolved, please contact support.

### Editing Meetings and Agenda Items

- The selected meeting type does not contain any sections and this meeting can't be saved.
  - An administrator must add some sections for this meeting type before a meeting may be created with the selected meeting type.
- All agenda items will now be changed to the first section of the new meeting type.
  - By changing the type of meeting, the section options are different. Therefore, agenda items must be changed to a section belonging to the new type.

### Attaching Documents

- File format [file type] is not supported.
  - This file type does not merge into the packet correctly. In this case, we recommend saving the file as a PDF before uploading.
- Local file does not exist.
  - The file you are uploading could not be found. Verify the file exists and that there are no spelling errors in the file path.
- You must have a unique document file name.
  - Due to naming restrictions, each agenda item can only upload one item with a specific name. Rename the file and retry upload.
- The process cannot access the file '[file path]' because it is being used by another process.
  - You have the file open in another application, i.e. editing a Word document. Save and close the other application and retry upload.

### Generating Packets

- Template does not exist on Azure, aborting.
  - The template used to generate the packet is missing. Please contact support.

## Contact Support

If you have questions or concerns, feel free to contact us at [support@beehiveindustries.com](mailto:support@beehiveindustries.com).



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# City of Broken Bow

Monday, June 25, 2012

## City Council Regular Session

### Approval of Budget Meeting / Workshop Schedule

*City Council is asked to approve / modify the provided budget schedule.*

Staff Contact: Anthony Tolstedt

# June 2012

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20 <i>Budget Sheets to Department Heads</i>	21	22	23
24	25 <i>Council Meeting</i>	26	27	28	29	30

# July 2012

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9 <i>Budget Due from Dept. Heads COUNCIL MTG. Capital Requests Due</i>	10	11	12	13	14
15	16	17	18	19	20 <i>Budget to Dana Cole for review</i>	21
22	23 <i>COUNCIL MTG.</i>	24	25 <i>Staff Meets with Dana Cole for review and revenue esti- mates.</i>	26	27	28
29	30 <i>Budget to Council for review</i>	31				

# August 2012

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13 <i>COUNCIL MTG.</i>	14	15	16 <i>Budget / Capital / Planning Work- shop</i>	17	18
19	20 <i>Notice to paper</i>	21	22	23 <i>Published</i>	24	25
26	27 <i>COUNCIL MTG.</i>  <i>APPROVAL of FINAL BUDGET</i>	28	29	30	31	

# September 2012

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10 <b>COUNCIL MTG.</b> <i>(Backup Date)</i>	11	12	13	14	15
16	17	18	19	20 <b>File by Date</b>	21	22
23	24 <b>COUNCIL MTG.</b>	25	26	27	28	29
30						

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# City of Broken Bow

Monday, June 25, 2012

## City Council Regular Session

### **Approval of BOPW recommendation to allow purchase of dump truck from Federal Surplus**

*Council will consider approval of BOPW recommendation to allow Water & Sewer Supr. Darren Marten to purchase a dump truck from the Federal Surplus for an amount not to exceed \$16,000. Vehicle will be mainly used as part of the Water Line Replacement Program. Minutes are attached.*

Staff Contact: Water & Sewer Supr.

June 12 2012

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF PUBLIC WORKS OF THE CITY OF BROKEN BOW, NEBRASKA, HELD IN THE CITY COUNCIL CHAMBERS IN THE MUNICIPAL BUILDING ON JUNE 12, 2012.**

The Board of Public Works of the City of Broken Bow, Nebraska met in regular session on Tuesday, June 12, 2012. Chairman, Gene Chapin called the meeting to order at 12:30 P.M. Board members present were informed that this was a meeting of the Board of Public Works and was subject to the open meeting laws of the State of Nebraska a copy of which is posted at the back of the City Council room. Board members present were, Chapin, Butch Brunken, Kelly Clay, Wes Province and Bill Blackburn. Board members absent: None.

Minutes of the May 22, 2012 meeting were not read as they were previously delivered. It was moved by Province and seconded by Clay to approve the May 22, 2012 minutes as presented. Ayes: Brunken, Clay, Province, Blackburn and Chapin. Nays: None. Motion carried.

Office Manager, Lisa Spanel presented the Treasurer's Report to the Board. It was moved by Blackburn and seconded by Clay to approve the Treasurer's Report as presented. Ayes: Clay, Province, Blackburn, Chapin and Brunken. Nays: None. Motion carried.

Water/Sewer Superintendent, Darren Marten discussed the purchase of a dump truck from the Federal Surplus in Lincoln, NE with the Board. After discussion it was moved by Chapin and seconded by Brunken to recommend the Broken Bow City Council grant Water/Sewer Superintendent, Darren Marten the authority to purchase the dump truck if it meets Martens' expectations. Ayes: Province, Blackburn, Chapin, Brunken and Clay. Nays: None. Motion carried.

Electric Superintendent, Doug Staab discussed the three options prepared by engineers for the 69kV Tie Line. Option one is a straight route from the South N Substation to Becton-Dickinson and would include a maximum of three poles placed on the farm field it would cross. Option two would take the line to the farm field then go east to the property line, then turn north along the property line and then turn back west before going on to Becton-Dickinson. Option three was to go underground through the farm field. Option three is cost prohibitive. Staab will talk with the landowner and try to come to an agreement for an easement to work with option one. Staab will report back to the Board with any agreement he may reach with the property owner for their approval.

Electric Superintendent, Staab discussed releasing Broken Bow Municipal Utilities Natural Gas Firm Transportation with the Board. The type of natural gas customer the Broken Bow Power Plant is has changed and we no longer need this firm transportation. After discussion it was moved by Province and seconded by Brunken to recommend to the Broken Bow City Council they authorize Electric Superintendent, Doug Staab to release the Natural Gas Firm Transportation. Ayes: Blackburn, Chapin, Brunken, Clay and Province. Nays: None. Motion carried.

The following was discussed under Department Heads Updates:

- Electric Superintendent, Doug Staab discussed with the Board the recent power outages. Some of the outage on the 7200 power line have been caused by wildlife and are out of our control. Some have been caused by faults and Staab would like to hire an engineer to conduct a fault study. Staab has enough in the engineering budget to cover the expense.
- Staab informed the Board that he has written a letter to Kim Farnstrom, State Electrical Inspector in support of the North Park School Project. The Utilities Electric Department upgraded the service to the North Park School not long ago and the School would like to just install a new panel. Staab's letter should help save money if the existing service can be used and not be changed out.



- Staab informed the Board that he has contacted the contractor installing the catalytic converters to see how soon they can start. They have ordered the product and are awaiting its arrival.
- Staab also informed the Board that he has prepared a preliminary estimate to bring power in to the Birney property and has given Birney that estimate.
- Water/Sewer Superintendent, Darren Marten informed the Board that he has contacted North Platte Utilities to check their septic hauler rate. North Platte charges \$0.06 per gallon to unload at their facility. Marten is also looking into an ordinance to set the guidelines.
- Marten informed the Board that the water and sewer main extensions are being constructed to the Birney property.
- Marten informed the Board that Johnson Service was here to camera some problem sewer lines. They found grease problems on the west side of the city square, cut roots on North B Street and cut roots on 1<sup>st</sup> Avenue between F & G.
- Marten informed the Board that the water main between South 12<sup>th</sup> & 13<sup>th</sup> is finished. His department has started on Judge Ave. and they are going to remove the old water main as they go.
- Marten also informed the Board that they are short one part time person, he was involved in the recent accident and will return as soon as he is able.

Items suggested for the next agenda were a follows: Contract for an electric fault study by an engineering firm.

The following claims were approved for payment:

Electric Department	\$ 174,811.66
Water Department	34,432.74
Sewer Department	12,047.90
TOTAL	\$ 221,292.30

It was moved by Blackburn and seconded by Clay to approve payment of the claims as presented. Ayes: Chapin, Brunken, Clay, Province and Blackburn. Nays: None. Motion carried.

James Beason Jr. appeared before the Board to discuss his service deposit refund and credit balance on his utility bill. Beason informed the Board that he had contacted Health & Human Services and they informed him that they had paid those for him and any remaining fund are to be returned to them. Mr. Beason thought he should receive those funds. This item was not an Agenda item and therefore no action was taken.

There being no further business to come before the Board of Public Works, it was moved by Province and seconded by Brunken that the meeting be adjourned. Ayes: Brunken, Clay, Province, Blackburn and Chapin. Nays: None. Motion carried. The Chairman declared the meeting adjourned at 1:14 P.M.

**BOARD OF PUBLIC WORK OF THE  
CITY OF BROKEN BOW, NEBRASKA**

\_\_\_\_\_  
Gene Chapin, Chairman







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# **City of Broken Bow**

**Monday, June 25, 2012**

**City Council Regular Session**

**Consideration of Board of Public Works recommendation to release natural gas capacity under agreement with Kinder Morgan**

Staff Contact: Electric Supr.

June 12 2012

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF PUBLIC WORKS OF THE CITY OF BROKEN BOW, NEBRASKA, HELD IN THE CITY COUNCIL CHAMBERS IN THE MUNICIPAL BUILDING ON JUNE 12, 2012.**

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**BOARD OF PUBLIC WORK OF THE  
CITY OF BROKEN BOW, NEBRASKA**

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Gene Chapin, Chairman

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# City of Broken Bow

Monday, June 25, 2012

## City Council Regular Session

### **Consideration of notice to terminate and consideration of waiver of termination notice requirement for Energy Pioneer Solution contract.**

*City Council will consider notice to terminate and waiver of the six (6) month contract termination notice as provided by Energy Pioneer Solutions .*

Staff Contact: City Administrator



## **AGREEMENT**

This AGREEMENT (the "Agreement"), dated as of October 13, 2010, is made and entered into by and among the Broken Bow Municipal Utilities of the City of Broken Bow, NE, dba Broken Bow Utilities, a proprietary function of the City of Broken Bow, Nebraska ("Broken Bow"), and Energy Pioneer Solutions, Inc., a Nebraska corporation ("EPS").

## **RECITALS**

WHEREAS, Broken Bow desires to offer its ratepayers energy efficiency services at no cost to non-participating ratepayers;

WHEREAS, EPS is in the business of providing energy efficiency services to property owners;

WHEREAS, EPS desires to enter into an Agreement with Broken Bow whereby EPS shall offer Broken Bow ratepayers certain energy efficiency services and Broken Bow shall assist EPS in its provision of and billing for such services and remit Qualifying Revenues to EPS once per month, commencing upon Broken Bow's completion of all internal work necessary to carry out its obligation under this agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, it is hereby agreed by and between the parties as follows:

## **AGREEMENT**

Section 1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

- a. "Agreement" means this Agreement, including the exhibits and schedules attached hereto.
- b. "Confidential Information" means: (a) intellectual property of either Party; (b) the business and technical information of either Party, including any information relating to such party's product plans, designs, costs, product prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how; and (c) any information designated by a Party as "confidential" or "proprietary" or which, under the circumstances taken as a whole, would reasonably be deemed to be confidential.
- c. "Efficiency Services" means retro-fitting energy efficiency services.
- d. "Party" means a party to this Agreement.
- e. "Payment Default" means if a Ratepayer Customer does not pay the EPS Monthly Service Fee in full within 90 days of Broken Bow issuing a bill.
- f. "Qualifying Revenues" means those monthly revenues as identified in the EPS customer agreements that Ratepayer Customers have agreed to allow Broken Bow to bill and collect for on a monthly basis. Qualifying Revenues shall only be remitted to EPS after payment has been received by Broken Bow from participating Ratepayer Customers.
- g. "Ratepayer(s)" means customers of Broken Bow.

- j. "Ratepayer Customer(s)" means Ratepayer(s) who become customers of EPS that are paying and continue to pay an active utility bill to Broken Bow during the entire term of the Customer Agreement for the same account location where EPS performed the Efficiency Services

Section 2. Non-exclusive Agreement EPS hereby acknowledges that this Agreement is a non-exclusive agreement for the sale of Efficiency Services to Ratepayers. EPS shall at no time infer, imply or state, either verbally or in its written material or documents of any kind, it has received any endorsement by Broken Bow of EPS or the Efficiency Services.

Section 3. Term. The term of this Agreement shall commence on the Effective Date and shall continue for two (2) years, continuing thereafter for twelve (12) month periods unless terminated by either party upon giving the other party not less than six (6) months written notice prior to the next renewal term. In the event that a Party delivers a termination notice to the other Party pursuant to this Section 3, Broken Bow shall continue to invoice the existing Ratepayer Customers for a maximum period of forty two (42) months from the effective date of termination or if shorter, the remaining term of the relevant Customer Agreements pursuant to Section 4, and shall remit the funds received from such existing Ratepayer Customers pursuant to said invoices and provide EPS with the electric and gas usage and cost information for such existing Ratepayer Customers through that same time period.

Section 4. Customer Agreement. EPS agrees to utilize a customer agreement substantially similar to the one attached hereto as Exhibit "A" in order to enter into service relationships with each of its Ratepayer Customers for the provision of Efficiency Services (the "Customer Agreement"). EPS agrees that Broken Bow has the right to review the Customer Agreement content and to require specific language be included or excluded prior to the Customer Agreement being utilized by EPS. As part of such Customer Agreement, Ratepayer Customers shall consent to the following:

- a. Broken Bow' provision to EPS of three (3) years historical electric and gas usage and cost information (or whatever shorter period such Ratepayer Customer has paid the monthly utility bill for the relevant property);
- b. Billing of the fees associated with the Efficiency Services on the Ratepayer Customer's monthly bill from Broken Bow;
- c. Broken Bow' provision of up to five (5) years electric usage and cost information following the completion of the Efficiency Services (or such shorter period of time as the Ratepayer Customer pays the monthly bill for the relevant property); and
- d. The terms and conditions of the Customer Agreement shall not be materially modified except by written agreement of the parties hereto;

Section 5. Disclosure of Ratepayer Customer Information.

- a. Historical Electric and Gas Usage and Cost Information. Broken Bow agrees to provide EPS with historical electric and gas usage and cost information for all Ratepayer Customers upon receipt of (i) a signed Customer Agreement that is compliant with the terms and conditions set forth in Section 4 above, or (ii) a signed disclosure consent in the form attached hereto as Exhibit "B" (the "Consent Form").
- b. Institution of Procedures for the Sharing of Ratepayer Customer Information. It is understood by the parties that EPS has a proprietary software application that will allow EPS to use electric and gas usage and cost information provided by Broken Bow in order to determine Efficiency Services programs for Ratepayer Customer's properties as well as analyze the success of Efficiency Services performed by EPS

subsequent to its performance of services at a property. Broken Bow and EPS agree to work in good faith to establish a commercially reasonable procedure for Broken Bow upon receipt of proper documentation as outlined in Section 5(a) above, to share Ratepayer Customers' information with EPS in order to best address efficiency, security and confidentiality concerns of both Parties. EPS shall limit access to Ratepayer Customer Information received from Broken Bow to those of its employees, agents or contractors with a bona fide need to have such access in connection with the Efficiency Services. All ratepayer account, consumption, and identification numbers of any kind disclosed to EPS or any other ratepayer information obtained by EPS shall be deemed to be, and treated as, Confidential Information of Broken Bow hereunder. EPS understands and agrees that under this Agreement neither EPS nor any employee, agent or subcontractor of EPS will be allowed direct computer access to Broken Bow' customer or billing information system for any purpose.

**Section 6. Notice of Provision of Efficiency Services; Billing.** Once EPS has completed its provision of Efficiency Services for a Ratepayer Customer, EPS shall deliver to Broken Bow a notice of provision of efficiency services in the form attached hereto as Exhibit "C" (the "Notice of Provision of Efficiency Services") and a copy of the Customer Agreement executed by the Ratepayer Customer. Upon receipt of these documents from EPS, Broken Bow agrees to (i) bill such Ratepayer Customer the amount set forth in the relevant Notice of Provision of Efficiency Services as a line item on the Broken Bow's standard billing invoice (the "EPS Service Fee") for the term indicated on same, not to exceed sixty months (60), or in the event a termination notice is issued by either party, forty two (42) months from the effective date of termination, and (ii) provide EPS with the electric and gas usage and cost information for such Ratepayer Customer for that same time period. Broken Bow agrees to accompany each remittance payment to EPS with a report detailing commercially reasonable and relevant Ratepayer Customer information, in a form that is mutually agreeable to the parties. In the event that a Ratepayer Customer defaults on a payment of the EPS Service Fee, Broken Bow shall have no obligation to take any action in order to enforce payment from the Ratepayer Customer under any Customer Agreement(s). Broken Bow shall notify EPS as soon as practicable of a Ratepayer Customer's Payment Default. Upon a Ratepayer Customer's payment default that lasts ninety (90) days, Broken Bow may remove EPS' Services Fee from such Ratepayer Customer's bill and shall have no future obligation for billing or collecting said Ratepayer Customer payments under the terms of the Customer Agreement. The billing obligations described in the immediately preceding sentence for Ratepayer's who have a Payment Default shall only apply upon Harris Systems' completion of modifications to the Broken Bow billing system in order to allow such continued billing to be performed on an automated basis.

**Section 7. Representations, Covenants and Warranties.** Each party represents, warrants and covenants to the other that (a) it has full power and authority to execute, deliver and perform this Agreement, and (b) it shall perform its respective obligations in a manner that complies, in all material respects, with applicable laws. Broken Bow represents and warrants that it shall perform its obligations hereunder in a professional and workmanlike manner consistent with industry standards. EPS represents and warrants that it shall provide its Efficiency Services to Ratepayer Customers in a professional and workmanlike manner consistent with industry standards. EXCEPT AS EXPRESSLY SPECIFIED IN THIS AGREEMENT, BROKEN BOW AND EPS DO NOT MAKE ANY OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE AND EXPLICITLY DISCLAIM ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.

**Section 8. Limitation of Liability.**

a. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR ANY OTHER INDIRECT LOSS OR DAMAGE, INCLUDING LOST PROFITS, ARISING OUT OF THIS AGREEMENT OR ANY OBLIGATION RESULTING THEREFROM, WHETHER IN AN ACTION FOR OR ARISING OUT OF ANY CAUSE WHATSOEVER, REGARDLESS OF

THE FORM OF ACTION, WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE.

b. EXCEPT FOR (i) CLAIMS ARISING OUT OF A BREACH OF CONFIDENTIALITY PROVIDED FOR IN SECTION 10, (ii) PAYMENT OBLIGATIONS HEREUNDER, AND (iii) CLAIMS ARISING UNDER SECTION 11, EACH PARTY'S CUMULATIVE AGGREGATE LIABILITY ARISING UNDER THIS AGREEMENT, FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES, OR EXPENSES, FROM ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL BE LIMITED TO DIRECT, PROVEN DAMAGES IN AN AMOUNT NOT TO EXCEED \$10,000.

Section 9. Indemnification. Each party (the "Indemnitor") shall indemnify, defend and hold the other party (the "Indemnitee") harmless from any and all claims, actions, demands, judgments, losses, costs, expenses, damages and liabilities (including reasonable attorneys fees and other expenses of litigation) resulting from or arising out of: (1) Indemnitor's negligence or willful misconduct; (2) any third party claim to the extent arising out of Indemnitor's performance of its obligations under this Agreement; or (3) any third party claim to the extent arising out of Indemnitor's performance of the Efficiency Services.

Section 10. Confidentiality. The parties acknowledge that in connection with the provision and receipt of Marketing Services, each party may obtain access to Confidential Information of the other party. For the purposes of this Section 10, "Confidential Information" will not include information that: (i) is or becomes generally known or available by publication, commercial use or otherwise through no fault of the receiving party; (ii) is known to the receiving party at the time of disclosure without violation of any confidentiality restriction and without any restriction on the receiving party's further use or disclosure; or (iii) is independently developed by the receiving party. Each Party will, during the Term and perpetually after termination or expiration of this Agreement, (A) refrain from using Confidential Information of the other party except as contemplated herein, and (B) refrain from disclosing Confidential Information of the other party to any third party except to employees, agents and independent contractors as is reasonably required in connection with the exercise of its rights and obligations under this Agreement (and only subject to binding use and disclosure restrictions at least as protective as those set forth herein executed in writing by such employees, agents and independent contractors). Each party may disclose Confidential Information of the other party pursuant to any order or requirement of a court, administrative agency or other governmental body, provided that such disclosing party give reasonable and, if practicable, advance notice to the other party of such order or requirement.

Section 11. Default. This Agreement may be terminated by Broken Bow upon EPS' breach of Section 10 of this Agreement and EPS' failure to cure such breach within ten (10) business days following the receipt by EPS of written notice from Broken Bow specifying such breach with specificity. In the event of a termination of this Agreement pursuant to this Section 11, Broken Bow shall discontinue all services provided to EPS under this Agreement and have no future obligation whatsoever, except for, Broken Bow will remit to EPS any payments that are received from Ratepayer Customers from invoices already issued at the time of Default.

Section 12. Dispute Resolution Process. Except for defaults expressly delineated in Section 11, the parties agree that in the event any claim, demand or dispute arises in connection with the performance of one or both of the Parties hereunder or the interpretation or implementation of this Agreement (whether one or more, a "Dispute"), the Parties shall resolve such Dispute as follows:

a. Internal Mediation. The Parties shall attempt to resolve the Dispute through discussions between the Parties' respective designated representatives. Such discussions shall become necessary only after the initiating Party has given the responding Parties written notice of the existence of the Dispute with specific reference to this Section 13(a). Such written notice shall

Section 15. Fees. In all cases a charge of \$.75 per monthly bill, per customer, will be applied to the bill of each participating customer as part of any agreement for services covered within this contract or for any services provided by the City of Broken Bow pertaining to this contract.

include all relevant information (e.g., the nature of the Dispute, dates, times, persons involved, etc.). The responding Party shall respond to the notification within seven (7) days. Thereafter, the Parties shall use their best efforts to resolve the dispute within thirty (30) days following the responding Parties delivery of a response.

b. In the event the Internal Mediation process listed above is not successful in reaching a mutually agreeable resolution, EPS has the right to request a hearing with the Broken Bow Board of Public Works (BPW) to present its position. Whatever decision is made by the BPW after hearing pertinent information will be considered final. If EPS is not satisfied with the decision made by the BPW, this Agreement shall terminate immediately and Broken Bow shall have no further obligation to EPS except for remitting Ratepayer Customer payments that had already been invoiced at the time this Agreement terminated that are received after the termination.

**Section 13. Notices.** All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service, by facsimile, or by registered or certified mail (postage prepaid, return receipt requested) to the respective persons at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section):

If to EPS:

Energy Pioneer Solutions  
625 West 2<sup>nd</sup> Street, 2<sup>nd</sup> Floor  
Hastings, NE  
68901

If to Broken Bow, to:

Mayor ~~William~~ Burr  
PO Box 314  
Broken Bow, NE  
68822

with copy to:

Fraser Stryker PC LLO  
409 S. 17<sup>th</sup> Street  
Omaha, NE 68102  
Attn: Mr. Robert Freeman


with copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

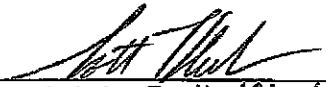
**Section 14. Miscellaneous.** This Agreement shall be construed and interpreted in accordance with, and shall be governed by the laws of the State of Nebraska. This Agreement constitutes all of the understandings and agreements between the Parties with respect to the content herein. This Agreement may be amended or modified only by a writing signed by parties. If any term, condition, covenant or obligation of this Agreement shall be determined to be unenforceable, invalid, or void, such determination shall not affect, impair, invalidate, or render unenforceable any other term, condition, covenant, or obligation of this Agreement. This Agreement may be executed in one or more counterparts, and by the different parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Notwithstanding the termination or expiration of this Agreement, any rights and obligations of the Parties specifically identified herein as continuing, or any rights and obligations that by their nature continue, beyond the end of the Term shall remain in full force and effect for the relevant period of time.

**Section 15. Fees.** In all cases a charge of \$.75 per monthly bill, per customer, will be applied to the bill

BROKEN BOW UTILITIES

By   
Name (print) CECIL BUNT  
Title MAYOR  
Date 2/3/11

ENERGY PIONEER SOLUTIONS, INC.

By   
Name (print) Scott Klee  
Title President and CEO  
Date Oct. 13, 2010

**Exhibit "A"**  
**Customer Agreement**

**[Attached]**



## ENERGY EFFICIENCY SERVICES AGREEMENT

THIS ENERGY EFFICIENCY SERVICES AGREEMENT ("Agreement") is made by and between Energy Pioneer Solutions, Inc., a Nebraska corporation (the "EPS"), and the undersigned, who is a resident of Nebraska (the "Owner"). EPS and Owner are sometimes collectively referred to herein as "Parties".

1. The Work. The Parties have determined that the Owner's property, located at the address set forth below in Adams County, Nebraska (the "Property"), would benefit from the receipt of certain energy efficiency services. For good and valuable consideration and the mutual promises set forth herein, Owner and EPS have agreed to that certain scope of energy efficiency services to be performed on the Property, which are specifically described in Exhibit "A" to this Agreement (the "Work"). Owner desires to utilize the services of EPS in order to complete the Work on the Property, upon the terms and conditions set forth in this Agreement.

2. Term. The term of this Agreement shall begin upon the Effective Date and shall terminate upon Owner's payment in full of the Services Fee and any additional amounts due and owing by Owner to EPS hereunder, in accordance with the terms of this Agreement.

3. Duties of EPS. EPS and its Service Provider shall perform the Work in accordance with the terms and conditions of this Agreement. The Work shall consist of certain consulting services and retro-fitting services, as those services are described in Exhibit "A". Owner acknowledges and agrees that EPS shall subcontract the performance of the retro-fitting services to a third party service provider (the "Service Provider").

4. Duties of Owner. Owner shall (i) allow EPS and the Service Provider access to the Property on weekdays, during the hours of 8:00 a.m. to 5:30 p.m., to perform the Work, (ii) provide EPS and Service Provider with any necessary and reasonably available information and documents, and (iii) take any such reasonable actions, related to the Property, requested by EPS or Service Provider, necessary for the performance and completion of the Work.

5. Broken Bow Utilities and EPS Relationship; Utility Bill Consent. Owner understands that Broken Bow Utilities is not affiliated with EPS and does not recommend or endorse EPS. Without limiting the generality of the foregoing, nor does Broken Bow Utilities recommend or endorse any opinion, recommendation or advice expressed or Work performed by EPS or its Service Provider and is solely a billing agent under this Agreement. Owner hereby authorizes EPS to obtain, as Owner's agent, copies of Owner's energy bills for the Property from Broken Bow Utilities for (a) the last thirty-six (36) months, and (b) the sixty (60) months immediately following the completion of the Work.

6. Costs and Expenses. Owner shall pay \_\_\_\_\_ Dollars (\_\_\_\_\_) (the "Services Fee") in \_\_\_\_\_ equal installments of \_\_\_\_\_ (\_\_\_\_\_) Dollars per month as compensation for EPS' performance of the Work. The Parties acknowledge and agree that the monthly payment of the Services Fee may be included as a line item on the Owner's local energy utility bill issued by

Broken Bow Utilities. Attached hereto as Exhibit B are more detailed financial disclosures regarding the Services Fee, as required by law. Owner hereby acknowledges receipt of Exhibit B.

7. Estimated Energy Savings. Owner acknowledges that EPS is using its own proprietary software and processes in order to estimate the energy savings that Owner will likely realize upon completion of the Work. EPS' estimate is based on past energy usage; therefore, any material change in Owner's energy usage will likely affect the amount of actual energy savings experienced by the Owner. EPS makes no warranty or representation, express or implied, regarding the actual energy savings Owner will experience upon completion of the Work. Owner recognizes that it remains solely responsible for payment of his or her entire energy utility bill issued by Broken Bow Utilities, including the Services Fee, regardless of the amount of energy savings actually realized by Owner after performance of the Work.

8. Limited Warranty. Work provided by the Service Provider has a ninety (90) day limited warranty (the "Limited Warranty"). The Limited Warranty is limited to the materials and Work that are shown to have not been completed in conformance with current industry standards for similar services. Owner shall direct any Limited Warranty deficiencies or requests directly to the Service Provider, who can be reached at \_\_\_\_\_ [GC's PHONE #]. EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 7, EPS HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY OR REPRESENTATION WHATSOEVER, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS, CONDITION, MERCHANTABILITY, DESIGN OR OPERATION OF ANY WORK, SERVICES OR MATERIALS FURNISHED HEREUNDER, ITS FITNESS FOR ANY PARTICULAR PURPOSE, OR WORKMANSHIP IN SUCH WORK AND/OR SERVICES, THE AMOUNT OF ENERGY EFFICIENCY OR ENERGY SAVINGS FROM SUCH WORK OR SERVICES, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER AND EPS HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL SUCH WARRANTIES.

9. Owner's Continued Maintenance. Owner recognizes that certain materials, including but not limited to caulk and weather-stripping, used in completing the Work, require regular follow-up maintenance by the Owner. Owner understands that any energy efficiencies gained through the Work may be lost if these materials are not properly maintained. The Owner, and not EPS, is responsible for completing any follow-up or continuing maintenance on any such materials.

10. Release; Limitation of Liability. EPS' sole liability and Owner's sole remedy for damages arising out of the furnishing or failure to furnish the Work (including, but not limited to, mistakes, omission, delays, errors or other defects)

is limited to the Limited Warranty. EPS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF ANTICIPATED SAVINGS OR COST OF PURCHASING REPLACEMENT SERVICES) ARISING OUT OF THE PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, WHETHER OR NOT CAUSED BY THE ACTS OR OMISSIONS OR NEGLIGENCE OF EPS EMPLOYEES OR AGENTS, AND REGARDLESS OF WHETHER OWNER HAS BEEN INFORMED OF THE POSSIBILITY OR THE LIKELIHOOD OF SUCH LOSSES. IN ADDITION, NOTWITHSTANDING ANYTHING TO THE CONTRARY, EPS' MAXIMUM LIABILITY TO OWNER UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT OF THE SERVICES FEE PAID BY OWNER TO EPS AT THE TIME THE RELEVANT CLAIM ARISES.

11. Indemnification. Owner shall indemnify and hold EPS and the Service Provider harmless from any claims by third parties and expenses (including legal fees and court costs) respecting damage to tangible property, personal injury or death to the extent caused by Owner's negligence or willful misconduct. EPS agrees to promptly provide Owner with notice of any claim which may result in an indemnification obligation hereunder. Owner may defend such claim with counsel of its own choosing provided that no settlement or compromise of any such claim shall occur without the consent of EPS, which consent shall not be unreasonably withheld or delayed.

12. Memorandum of Understanding. EPS may file of record in the property records in the county in which the Property is located a Memorandum of Understanding which sets forth the names and addresses of EPS and Owner, the legal description of the Property, the duration of the Term of this Agreement, the total Services Fee due as of the Effective Date and the monthly installment payment amount to be paid by Owner hereunder.

13. Sale of the Property. Owner acknowledges and agrees that the obligations set forth in this Agreement are obligations that run with the land and shall be binding upon Owner and his or her heirs, successors and assigns. As a result, on or before a closing for the sale of the Property by Owner, Owner agrees to do one of the following at or before closing: (i) pay EPS the entire then-current outstanding balance of the Services Fee, or (ii) deliver to EPS an executed assignment and assumption by the buyer of the Property, whereby the buyer agrees to assume the obligations set forth in this Agreement. EPS may notify any prospective buyer of the Property, and any other person involved in a prospective sale of the Property, of the obligations set forth in this Agreement.

14. Miscellaneous. This Agreement shall be construed and interpreted in accordance with, and shall be governed by the laws of the State of Nebraska. This Agreement constitutes all of the understandings and agreements between the Parties with respect to the Work on the Property. EPS may assign this Agreement and in the event of such an assignment, EPS shall provide notice to

Owner of same. This Agreement may be amended or modified only by a writing signed by parties. If any term, condition, covenant or obligation of this Agreement shall be determined to be unenforceable, invalid, or void, such determination shall not affect, impair, invalidate, or render unenforceable any other term, condition, covenant, or obligation of this Agreement. Notwithstanding the termination or expiration of this Agreement, any rights and obligations of the Parties specifically identified herein as continuing, or any rights and obligations that by their nature continue, beyond the end of the Term shall remain in full force and effect for the relevant period of time.

15. Effective Date: The Effective Date of this Agreement shall be \_\_\_\_\_, 2010.

<b>CONSULTANT:</b> <b>SOLUTIONS, INC.</b>	<b>ENERGY PIONEER</b>	<b>OWNER:</b> _____
<b>BY:</b> _____ <b>ITS:</b> _____		<b>BY:</b> _____ <b>Property Address:</b> _____ _____ _____

Exhibit A – Scope of Work

Exhibit B – Financial Disclosures

## **Exhibit A**

### **Scope of Work**

1. Consulting Services. The following consulting services shall be performed as part of the Work:

a) EPS shall conduct various tests (the "Energy Efficiency Tests") on the Property in order to calculate the estimated monthly energy savings the Owner is anticipated to realize on his or her energy utility bills due to the completion of the Work; and

b) provide a report to Owner, upon completion of the Energy Efficiency Tests, describing the calculation of such estimated savings.

2. Retro-Fitting Services. The Service Provider shall perform the following retro-fitting services upon the Property:

[to be filled in upon completion of energy efficiency audit].

**Exhibit B**

Financial Disclosures

<b>Creditor Name</b> Energy Pioneer Solutions, Inc.	<b>Annual Percentage Rate</b>	<b>Finance Charge</b>
<b>Amount Financed</b>	<b>Total of Payments</b>	<b>Total Sale Price</b>
<b>Number of Payments</b> 60	<b>Amount of Payments</b>	<b>When Payments are Due</b> Monthly beginning    /    /
<b>Late Payment Charges</b> None by EPS. Utility late fees still apply, if any.	<b>Prepayment</b> There are neither prepayment penalties, nor prepayment rebates/discounts.	
<b>Explanation of Terms:</b> See the terms of the Agreement for any additional information about non-payment, default and other applicable terms and conditions.		

You have the right to receive at this time an itemization of the Amount Financed (please check one below):

☐ I want an itemization.

☐ I do not want an itemization.

**EPS Initials:** \_\_\_\_\_

**Owner Initials:** \_\_\_\_\_

**Exhibit "B"**  
**Consent Form**



## YES!! I want to be an Energy Pioneer!

I hereby authorize Energy Pioneer Solutions to access historical energy usage and billing information (including whether I participate in any government energy assistance programs) from my local utility provider(s) for my property and/or residence. I understand this information will be held in confidence by Energy Pioneer Solutions and will be used solely for the purpose of conducting a FREE energy audit on this property and for calculating potential savings and proposed energy-efficient upgrades.

Please complete and return this form to the address below — and we'll contact you to schedule your FREE energy audit.

Energy Pioneer Solutions  
605 2nd Street, Second Floor  
Hastings, NE 68022

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

MARK ALL THAT APPLY.

☐ I am the owner of this property

☐ I am the manager of this property

☐ I am a tenant at this property

☐ I am a tenant at this property

DAYTIME PHONE \_\_\_\_\_

EVENING PHONE \_\_\_\_\_

CELL PHONE \_\_\_\_\_

EMAIL \_\_\_\_\_

SIGNATURE \_\_\_\_\_

BOOKING DATE \_\_\_\_\_

**Exhibit "C"**

**Notice of the provision of Efficiency Services**

**Customer Ratepayer Information:**

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

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

Monthly EPS Service Fee: \$ \_\_\_\_\_

Billing Term: \_\_\_\_ months

The Customer Ratepayer set forth above entered into the attached Customer Agreement for the provision of Efficiency Services by Energy Pioneer Solutions, Inc. ("EPS").

Pursuant to Section 6 of the Agreement between EPS and Broken Bow Utilities, this Notice of Provision of Efficiency Services shall serve as the required notice from EPS in order to authorize Hastings Utilities to: (i) bill the Customer Ratepayer set forth above the Monthly EPS Service Fee delineated herein as a line item on the Broken Bow Utilities' standard billing invoice for the Billing Term indicated above, and (ii) provide EPS with the electric and gas usage and cost information for such Ratepayer Customer in accordance with the Agreement.

Dated: \_\_\_\_\_

Energy Pioneer Solutions, Inc.

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

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

Its: \_\_\_\_\_





**Amendment to Utilities Contract  
Between Broken Bow Utilities  
and Energy Pioneer Solutions**

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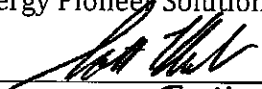
June 18, 2012

Energy Pioneer Solutions hereby waives the 6 month written notice prior to the next renewal term statement located in the contract page 2, Section 3, line 3 under heading Term.

Broken Bow Utilities

By \_\_\_\_\_  
Name (print) \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

Energy Pioneer Solutions, Inc.

By  \_\_\_\_\_  
Name (print) Scott Klee  
Title President + CEO  
Date June 18, 2012

June 18, 2012

[Amendment to Contract]

Page 2 of 2

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# City of Broken Bow

Monday, June 25, 2012

## City Council Regular Session

### **Ord. # 2012-1117 amending Ord. # 1106**

*Ord. # 2012-1117 amending Ord. # 1106 to provide for City employees and agents of the City to operate ATV/UTV in Corporate limits during commision of authorized duties.*

Staff Contact: City Administrator / City Attorney

# **ALL-TERRAIN AND UTILITY-TYPE VEHICLE MODEL ORDINANCE**

ORDINANCE NO.2012-1117

AN ORDINANCE RELATING TO all-terrain vehicles and utility-type vehicles; relating to all-terrain vehicles to include utility-type vehicles; to allow the operation of all-terrain vehicles and utility-type vehicles within the corporate limits under certain circumstances; to impose restrictions on the use of all-terrain vehicles and utility-type vehicles; to establish penalties for violation; to repeal conflicting ordinances and sections; to provide an effective date.

BE IT ORDAINED BY THE MAYOR AND COUNCIL/CHAIRPERSON AND BOARD OF TRUSTEES OF THE CITY BROKEN BOW NEBRASKA:

Section 1. A new Section 70.12 is added to the Municipal Code of Broken Bow, Nebraska as follows:

(1) For purposes of this section:

(a) All-terrain vehicle means any motorized off-highway vehicle which (a) is fifty inches or less in width, (b) has a dry weight of nine hundred pounds or less, (c) travels on three or more low-pressure tires, (d) is designed for operator use only with no passengers or is specifically designed by the original manufacturer for the operator and one passenger, (e) has a seat or saddle designed to be straddled by the operator, and (f) has handlebars or any other steering assembly for steering control.

(Neb. Rev. Stat. 60-6,355)

(b) Street or highway means the entire width between the boundary limits of any street, road, avenue, boulevard, or way which is publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel.

(Neb. Rev. Stat. 60-624)

(c)(i) Utility-type vehicle means any motorized off-highway vehicle which (A) is not less than forty-eight inches nor more than seventy-four inches in width, (B) is not more than one hundred thirty-five inches, including the bumper, in length, (C) has a dry weight of not less than nine hundred pounds nor more than two thousand pounds, (D) travels on four or more low-pressure tires, and (E) is equipped with a steering wheel and bench or bucket-type seating designed for at least two people to sit side-by-side.

(ii) Utility-type vehicle does not include golf carts or low-speed vehicles.

(Neb. Rev. Stat. 60-6,355)

(2) An all-terrain vehicle and an utility-type vehicle may be operated on streets and highways within the corporate limits of the city/village only if the operator and the vehicle comply with the provisions of this section.

(3) An all-terrain vehicle or an utility-type vehicle may be operated only between the hours of sunrise and sunset and shall not be operated at a speed in excess of thirty miles per hour. When operating an all-terrain vehicle or an utility-type vehicle as authorized in subsection (2) of

this section, the headlight and taillight of the vehicle shall be on and the vehicle shall be equipped with a bicycle safety flag which extends not less than five feet above ground attached to the rear of such vehicle. The bicycle safety flag shall be triangular in shape with an area of not less than thirty square inches and shall be day-glow in color.

(4) Every all-terrain vehicle and utility-type vehicle shall be equipped with: (a) A brake system maintained in good operating condition; (b) An adequate muffler system in good working condition; and (c) A United States Forest Service qualified spark arrester. (Neb. Rev. Stat. 60-6,358)

(5) Any person operating an all-terrain vehicle or an utility-type vehicle as authorized in subsection (2) of this section shall have:

(a) A valid Class O operator's license or a farm permit as provided in Neb. Rev. Stat. 60-4,126; and

(b) Liability insurance coverage for the all-terrain vehicle or an utility-type vehicle while operating the all-terrain vehicle or an utility-type vehicle on a street or highway. The person operating the all-terrain vehicle or an utility-type vehicle shall provide proof of such insurance coverage to any peace officer requesting such proof within five days of such a request.

(6) All-terrain vehicles and utility-type vehicles may be operated without complying with subsections (3) and (5) of this section on streets and highways in parades which have been authorized by the State of Nebraska or any department, board, commission, or political subdivision of the state. This Ordinance shall not apply to ATV use within the corporate limits of the City of Broken Bow by the employees or agents of the City of Broken Bow or their agents. That said exemption from the Ordinance shall only be effective during the course of employment and while performing their official duties as an employee or agent of the City of Broken Bow.

(7) An all-terrain vehicle or an utility-type vehicle shall not be operated on any controlled-access highway with more than two marked traffic lanes, and the crossing of any controlled-access highway with more than two marked traffic lanes shall not be permitted. Subsections (2) through (4) and (7) of this section authorize and apply to operation of an all-terrain vehicle or an utility-type vehicle only on a street or highway other than a controlled-access highway with more than two marked traffic lanes.

(8) Subject to subsection (7) of this section, the crossing of a street or highway shall be permitted by an all-terrain vehicle or an utility-type vehicle without complying with subsections (3) and (5) of this section only if:

(a) The crossing is made at an angle of approximately ninety degrees to the direction of the street or highway and at a place where no obstruction prevents a quick and safe crossing;

(b) The vehicle is brought to a complete stop before crossing the shoulder or roadway of the street or highway;

(c) The operator yields the right-of-way to all oncoming traffic that constitutes an immediate potential hazard;

(d) In crossing a divided highway, the crossing is made only at an intersection of such highway with another highway; and

(e) Both the headlight and taillight of the vehicle are on when the crossing is made.

(Neb. Rev. Stat. 60-6,356)

Section 2. A person who violates Section 1 of this ordinance shall be punished as provided generally in the municipal code pursuant to Section 10.99 of the Broken Bow Code or be guilty of a Class III misdemeanor as defined in sections 60-6,356 to 60-6,361 of the Nebraska revised statutes.

Section 3. All terrain and utility type vehicles as defined by this Ordinance shall be registered pursuant to the Nebraska Motor Vehicle Registration Act.

Section 4. It shall be unlawful for any person to operate any all-terrain vehicle on the city streets or alleys in Broken Bow until the owner has demonstrated proof of insurance to the Broken Bow Police Department and obtained a insurance decal for the current year. The Broken Bow Police Department will issue a decal for the current year that must be affixed to the all-terrain vehicle in a conspicuous place. The City will charge a fee of twenty-five (\$25.00) dollars for the issuance of the permit.

The Certificate shall be an annual permit from January 1 through December 31 of each year. The operator shall have until May first of the following year to re-new the certificate. During the first year that a certificate is purchased the fee will be prorated from the month that the certificate is obtained through December at two dollars per month and a one dollar administrative fee.

Any permit purchased by a person for the same ATV and/or UTV in a subsequent year shall not be prorated.

Section 5. Any other ordinance or section passed and approved prior to passage, approval, and publication of this ordinance and in conflict with its provisions is repealed.

Section 6. This ordinance shall take effect and be in full force on \_\_\_\_\_, 20\_\_, after its passage, approval, and publication as required by law.

Passed and approved this 25 day of June, 2012.

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

(SEAL)

\_\_\_\_\_  
Clerk

