
City of Broken Bow
City Council Regular Session Packet
July 9, 2012 at 12:00 PM

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

City of Broken Bow

Monday, July 9, 2012

City Council Regular Session

Approval of Minutes of June 25, 2012 Regular Council Meeting

Staff Contact: City Clerk

June 25 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 25, 2012 in the Municipal Building at Broken Bow, Nebraska. Present were: Mayor Cecil Burt; Council President Scott Spanel; Councilmember Cody Schmick, Bill Adams and Chad Schall. Absent: None. 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 – June 11, 2012 Council Meeting
- Claims – June 25, 2012 Council Meeting
- Conflict Claims – June 25, 2012 Council Meeting
- Request to close streets on 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
- Approval of Pay Request No. 15 to Carrothers Construction in the amount of \$134,723 for work completed to date at the Aquatic Facility with a \$10,000 retainage
- Pay Request No. 1 to Miller and Associates in the amount of \$36,139.03 for Utility Improvements (Project No. 177-G-004) for College Estates Subdivision
- Approval of Joe Franssen as member of the Broken Bow Volunteer Fire Department and Roster for Broken Bow Volunteer Fire Department effective June 26, 2012

Councilmember Schmick stated that he has a conflict of interest with the claim made payable to Schmicks due to the fact that he is an owner of the business. It was moved by Councilmember Spanel and seconded by Councilmember Adams that Consent Agenda Item for Conflict Claims and 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; Spanel, Adams and Schall. Nays: None. Abstain: Schmick. Nays: None. Motion carried.

It was moved by Councilmember Adams and seconded by Councilmember Schall 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.

It was moved by Councilmember Spanel and seconded by Councilmember Schall that the claim made payable to Schmicks be approved. The Mayor stated the motion. Upon roll call the vote was as follows: Ayes: Schall, Spanel and Adams. Nays: None. Abstain: Schmick. 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 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 and the retainage amount, it was moved by Councilmember Spanel and seconded by Councilmember Adams to withhold an additional retainage fee of \$75,000.00 on Pay Estimate No. 15 to Carrothers Construction and to approve payment in the amount of \$59,723 on Pay Estimate No. 15 until items on the punch list and the warranty items have been completed in full. The Mayor stated the motion. Upon roll call the vote was as follows: Ayes: Schmick, Schall, Adams and Spanel. Nays: None. Motion carried.

City Administrator Tony Tolstedt presented a brief overview of the new agenda management layout which is being used as part of the Beehive Agenda management implementation for the organization of meeting documents and also making them available to the public.

City Administrator Tony Tolstedt presented a calendar of proposed dates for budget workshops to the Mayor and Council. After discussing conflicts of some of the meeting times, the City Administrator stated that he would work with the Council on setting dates and times and present them to the Council for their approval at the next regular council meeting.

Water/Sewer Superintendent Darren Marten informed the Council that it was the recommendation of the Board of Public Works that the Mayor and City Council consider approval of the purchase of a dump truck from the Federal Surplus in Lincoln which will be used as part of the Water Line Replacement Program. Marten also informed the Mayor and Council that the budget did include the purchase of a dump truck. After discussing the matter, it was moved by Councilmember Adams and seconded by Councilmember Schall to approve the recommendation of the Board of Public Works and to authorize Water/Sewer Superintendent Darren Marten to purchase the dump truck from the Federal Surplus in Lincoln not to exceed \$16,000.00. The Mayor stated the motion. Upon roll call the vote was as follows: Ayes: Spanel, Schmick, Adams and Schall. Nays: None. Motion carried.

Electric Superintendent Doug Staab presented a recommendation from the Board of Public Works that the Mayor and Council authorize Electrical Superintendent Doug Staab to release the Natural Gas Firm Transportation due to change of customer type from a Type II to an industrial customer. After discussing the matter, it was moved by Councilmember Spanel and seconded by Councilmember Schmick to approve the recommendation of the Board of Public Works and to authorize Electrical Superintendent Doug Staab to release and advertise the Natural Gas Firm Transportation. The Mayor stated the motion. Upon roll call the vote was as follows: Ayes: Adams, Spanel, Schmick and Schall. Nays: None. Motion carried.

Discussion was held regarding the six month notice to terminate the Energy Pioneer Solutions Contract. It was noted that should the Mayor and Council elect to give the six month notice to

terminate the current contract, this will give the City and Energy Pioneer Solutions time to negotiate and sign a new contract at a later date. It was moved by Councilmember Adams and seconded by Councilmember Spanel to give the six month termination notice to Energy Pioneer Solutions and to renegotiate a new contract with Energy Pioneer Solutions. The Mayor stated the motion. Upon roll call the vote was as follows: Ayes: Spanel, Schmick and Adams. Nays: Schall. Motion carried.

City Administrator Tony Tolstedt was authorized to send the six month notice of termination to Energy Pioneer Solutions.

City Administrator Tony Tolstedt informed the Council that Ordinance No. 1106 should be amended to provide for City Employees and agents of the City to operate ATV/UTV in the corporate limits during commission of their authorized duties.

Councilmember Spanel introduced Ordinance No. 2012-1117 entitled "AN ORDINANCE OF THE CITY OF BROKEN BOW, NEBRASKA, AMENDING SECTION 6 BROKEN BOW CITY ORDINANCE NO. 1106, PROVIDING FOR PUBLICATION AND EFFECTIVE DATE AND REPEALING ALL PREVIOUS ORDINANCES OR SECTIONS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE" and moved that the statutory rule requiring reading on three different days be suspended. Councilmember Schmick seconded the motion. The Mayor stated the motion and instructed the Clerk to call the roll. The Clerk called the roll and the following was the vote: Ayes: Schall, Adams, Schmick and Spanel. Nays: None. Motion carried. The motion to suspend the rules was adopted by three-fourths of the Council and the statutory rule was declared suspended for consideration of said Ordinance. Said Ordinance was then read by title and thereafter Councilmember Spanel moved for final passage of the Ordinance, which motion was seconded by Councilmember Schmick. The Mayor stated the question, "Shall Ordinance No. 2012-1117 be passed and adopted?" Upon roll call vote, the vote was as follows: Ayes: Schmick, Spanel, Adams and Schall. Nays: None. Motion carried. The passage and adoption of said Ordinance having been concurred in by a majority of all members of the Council, the Mayor declared the Ordinance adopted and the Mayor in the presence of the Council signed and approved the Ordinance and the Clerk attested the passage and approval of the same and affixed his signature thereto.

At 12:35 P.M. it was moved by Councilmember Spanel and seconded by Councilmember Schall that the Council meeting of the City of Broken Bow be adjourned.

Ayes: Spanel, Adams, Schall and Schmick.

Nays: None.

Motion carried.

Mayor, Cecil Burt

ATTEST:

City Clerk, Elaine L. Bayer

City of Broken Bow

Monday, July 9, 2012

City Council Regular Session

Approval of Claims for July 9, 2012 Council Meeting

Staff Contact: City Clerk/Treasurer

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>
	Angie Neben									
17085	7/9/2012	7/9/2012			11.05		7/9/2012			Posted
	01-3223.00					General - Postage Reimbursement			11.05	0.00
	Beaver Bearing Co.									
17086	7/9/2012	7/9/2012			10.24		7/9/2012			Posted
	08-3310.00					Street - Idler			10.24	0.00
	Beehive Industries									
17087	7/9/2012	7/9/2012			1,800.00		7/9/2012			Posted
	01-3410.00					General - Agenda Management Program			1,800.00	0.00
	Broken Bow Airport Authority									
17088	7/9/2012	7/9/2012			1,083.33		7/9/2012			Posted
	01-3409.00					General - Monthly Payment			1,083.33	0.00
	Broken Bow Municipal Utilities									
17089	7/9/2012	7/9/2012			13,575.44		7/9/2012			Posted
	01-3213.00					General - Weather Station			21.55	0.00
	08-3219.00					Street - Trash Removal			11.13	0.00
	08-3220.00					Street - Utilities			229.32	0.00
	06-3219.00					Fire - Trash Removal			53.00	0.00
	06-3220.00					Fire - Utilities			396.50	0.00
	04-3220.00					Police - Utilities			29.62	0.00
	04-3315.00					Police - Dog Pound Utilities			21.55	0.00
	09-3220.00					Park - Parks Utilities			2,095.88	0.00
	09-3220.00					Park - Shop Utilities			98.28	0.00
	09-3219.00					Park - Shop Trash Removal			11.12	0.00
	07-3219.00					Library - Trash Removal			22.25	0.00
	07-3220.00					Library - Utilities			467.52	0.00
	02-3219.00					Pub Bldg - Trash Removal			22.25	0.00
	02-3220.00					Pub Bldg - Utilites			770.00	0.00
	11-3360.00					Tree Dump - Utilities			30.29	0.00
	10-3220.00					Swim Pool - Utilities			9,295.18	0.00
									13,575.44	0.00
	Broken Bow Postmaster									
17090	7/9/2012	7/9/2012			450.00		7/9/2012			Posted
	01-3223.00					General - Postage			450.00	0.00
	Broken Bow Ready Mix									
17091	7/9/2012	7/9/2012			923.00		7/9/2012			Posted
	08-3425.00					Street - Maintenance Bldg Pad			300.00	0.00
	08-3425.00					Street - South H and 5th			623.00	0.00
									923.00	0.00
	Champlin Tire Recycling									
17092	7/9/2012	7/9/2012			1,887.00		7/9/2012			Posted
	01-3224.01					General - Rubber Picnic Tables for Pool			1,887.00	0.00
	Creative Signs									
17093	7/9/2012	7/9/2012			748.19		7/9/2012			Posted
	10-3431.00					Swim Pool - Signs			748.19	0.00
	Custer County Chief									
17094	7/9/2012	7/9/2012			148.31		7/9/2012			Posted
	01-3209.00					General - Legals			148.31	0.00
	Custer County Treasurer									
17095	7/9/2012	7/9/2012			8,627.65		7/9/2012			Posted
	01-3217.00					General - Radio Communications			8,627.65	0.00
	EMC Insurance									
17096	7/9/2012	7/9/2012			659.80		7/9/2012			Posted
	01-3222.00					General - Reimbursable on Deductible Cer			659.80	0.00
	Elaine Bayer									
17097	7/9/2012	7/9/2012			134.32		7/9/2012			Posted
	01-3205.00					General - Mileage and Meals for Finance C			134.32	0.00
	Fairbanks International									
17098	7/9/2012	7/9/2012			635.94		7/9/2012			Posted
	08-3351.00					Street - Pallet Forks			635.94	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>
	Felsburg Holt & Ullevig (continued)									
17099	7/9/2012	7/9/2012	1,280.00		7/9/2012					Posted
	01-3224.02			General - Quiet Zone Engineering					1,280.00	0.00
	Fry & Associates Inc.									
17100	7/9/2012	7/9/2012	1,126.00		7/9/2012					Posted
	09-3339.00			Park - Memorial Picnic Table - Reimbursab					1,126.00	0.00
	Grocery Kart									
17101	7/9/2012	7/9/2012	69.82		7/9/2012					Posted
	10-3223.00			Swim Pool - Supplies					69.82	0.00
	HSBC Business Solutions									
17102	7/9/2012	7/9/2012	39.99		7/9/2012					Posted
	08-3310.00			Street - 1 Year Hotline Fee					39.99	0.00
	JEO									
17103	7/9/2012	7/9/2012	11,912.00		7/9/2012					Posted
	01-3224.01			General - Aquatic Center Engineering					11,912.00	0.00
	League of Municipalities									
17104	7/9/2012	7/9/2012	369.00		7/9/2012					Posted
	01-3205.00			General - Finance Conference					369.00	0.00
	Markham Construction									
17105	7/9/2012	7/9/2012	3,867.50		7/9/2012					Posted
	08-3425.00			Street - Waterway between CPPD and Rur					3,867.50	0.00
	Marv Coble									
17106	7/9/2012	7/9/2012	42.35		7/9/2012					Posted
	11-3205.00			Sanitation - Mileage					42.35	0.00
	Mead Lumber - Broken Bow									
17107	7/9/2012	7/9/2012	488.07		7/9/2012					Posted
	09-3311.00			Park - Paint/Supplies					488.07	0.00
	Mid State Units									
17108	7/9/2012	7/9/2012	80.00		7/9/2012					Posted
	11-3360.10			Sanitation - Port-A-Potties					80.00	0.00
	NATP									
17109	7/9/2012	7/9/2012	60.00		7/9/2012					Posted
	03-3206.00			Handi Bus - Dues					60.00	0.00
	Ne Child Support Payment Center									
17110	7/9/2012	7/9/2012	414.00		7/9/2012					Posted
	01-1503.00			Liability - Child Support Payment					414.00	0.00
17111	7/9/2012	7/9/2012	600.00		7/9/2012					Posted
	01-1503.00			Liability - Child Support Payment					600.00	0.00
	Orschelns									
17112	7/9/2012	7/9/2012	53.56		7/9/2012					Posted
	08-3310.00			Street - Tires/Blade					53.56	0.00
	Paula Daily									
17113	7/9/2012	7/9/2012	8.85		7/9/2012					Posted
	01-3223.00			General - Postage Reimbursement					8.85	0.00
	Platte Valley Communications									
17114	7/9/2012	7/9/2012	25.40		7/9/2012					Posted
	04-3310.00			Police - Antenna Parts					25.40	0.00
	Prachts Ace Hardware									
17115	7/9/2012	7/9/2012	1,464.77		7/9/2012					Posted
	08-3310.00			Street - Paint/Thinner/Brushes/Supplies					400.65	0.00
	10-3222.00			Swim Pool - Miscellaneous Supplies					406.17	0.00
	09-3427.00			Park - Underground Sprinklers					148.48	0.00
	09-3311.00			Park - Miscellaneous Supplies					456.26	0.00
	02-3222.00			Pub Bldg - Casters/Trash Bags					53.21	0.00
									1,464.77	0.00
	Ramada Inn									
17116	7/9/2012	7/9/2012	146.00		7/9/2012					Posted
	01-3205.00			General - Room for Finance Conference					146.00	0.00

Accounts Payable Detail Listing

City of Broken Bow

<u>Vend#</u>	<u>Vendor Name</u>	<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>
	<u>Account#</u>	<u>Work Order</u>				<u>Description</u>			<u>Debit</u>	<u>Credit</u>
	Reams Sprinkler Supply (continued)									
17117	7/9/2012	7/9/2012	66.32		7/9/2012					Posted
	09-3427.00			Park - Irrigation Supplies					66.32	0.00
	Road Safe Traffic Systems									
17118	7/9/2012	7/9/2012	937.19		7/9/2012					Posted
	08-3349.00			Street - Paint/Thinner					937.19	0.00
	Russell Abstracting									
17119	7/9/2012	7/9/2012	127.50		7/9/2012					Posted
	01-3222.00			General - Zoning Property Owners					127.50	0.00
	S&L Sanitary Service									
17120	7/9/2012	7/9/2012	42.00		7/9/2012					Posted
	09-3219.00			Park - Trash Removal					42.00	0.00
	Safety Kleen Corp.									
17121	7/9/2012	7/9/2012	165.95		7/9/2012					Posted
	08-3310.00			Street - Solvent					165.95	0.00
	SourceGas									
17122	7/9/2012	7/9/2012	175.32		7/9/2012					Posted
	06-3220.00			Firemen - Utilities					67.71	0.00
	07-3220.00			Library - Utilities					24.66	0.00
	02-3220.00			Pub Bldg - Ito;otoes					82.95	0.00
									175.32	0.00
	Steve Scott									
17123	7/9/2012	7/9/2012	32.26		7/9/2012					Posted
	01-3223.00			General - Postage Reimbursement Abaterr					11.50	0.00
	04-3223.00			Police - Supplies					11.66	0.00
	04-3313.00			Police - Training					9.10	0.00
									32.26	0.00
	Tom Joyce									
17124	7/9/2012	7/9/2012	36.30		7/9/2012					Posted
	11-3205.00			Sanitation - Mileage					36.30	0.00
	Tony Tolstedt									
17125	7/9/2012	7/9/2012	149.65		7/9/2012					Posted
	01-3205.00			General - Mileage/Meals ICMA Conference					149.65	0.00
	Trotter Fertilizer									
17126	7/9/2012	7/9/2012	359.42		7/9/2012					Posted
	09-3339.00			Park - Weed Spray					359.42	0.00
	Trotter Service									
17127	7/9/2012	7/9/2012	4,143.61		7/9/2012					Posted
	08-3225.00			Street - Gasoline					1,164.56	0.00
	06-3225.00			Firemen - Gasoline					115.57	0.00
	04-3225.00			Police - Gasoline					921.31	0.00
	05-3225.00			Rescue Unit - Gasoline					271.51	0.00
	09-3225.00			Park - Gasoline					1,292.76	0.00
	03-3225.00			Handi Bus - Gasoline					251.90	0.00
	08-3310.00			Street - Tire Repair					29.00	0.00
	11-3222.00			Sanitation - Tire Repair on Loader					97.00	0.00
									4,143.61	0.00
	Two Reds Automotive									
17128	7/9/2012	7/9/2012	79.14		7/9/2012					Posted
	08-3310.00			Street - Armor-All/Sealant					79.14	0.00
	Varney Healthmart									
17129	7/9/2012	7/9/2012	26.49		7/9/2012					Posted
	10-3223.00			Pool - Gloves					26.49	0.00
	Wenquist Inc.									
17130	7/9/2012	7/9/2012	157.74		7/9/2012					Posted
	08-3310.00			Street - Automotive Supplies					157.74	0.00
	Schaper and White									
17131	7/9/2012	7/9/2012	725.20		7/9/2012					Posted
	01-3214.00			General - Legal Fees					725.20	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>
Nebraska Dept of Revenue (continued)										
17132		7/9/2012	7/9/2012		2,378.08		7/9/2012			Posted
		01-1500.00				Liability - State Payroll Withholding			2,378.08	0.00
Nebraska State Bank										
17133		7/9/2012	7/9/2012		16,275.58		7/9/2012			Posted
		01-3102.00				General - Payroll Taxes			494.33	0.00
		08-3102.00				Street - Payroll Taxes			497.40	0.00
		06-3102.00				Firemen - Payroll Taxes			42.88	0.00
		04-3102.00				Police - Payroll Taxes			818.27	0.00
		04-3102.00				Rescue Unit - Payroll Taxes			42.88	0.00
		09-3102.00				Park - Payroll Taxes			427.35	0.00
		07-3102.00				Library - Payroll Taxes			274.05	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			45.20	0.00
		11-3102.10				CD Cell - Payroll Taxes			39.68	0.00
		01-1500.00				Liability - Federal			6,334.76	0.00
		01-1500.00				Liability - BBMU			3,693.09	0.00
		01-1500.00				Liability - Employees			2,654.09	0.00
		10-3102.00				Swimming Pool - Taxes			753.19	0.00
									<u>16,275.58</u>	<u>0.00</u>

78,619.33 49 Non-voided payables listed.

Report Setup

AP - Accounts Payable Listing : Entry Order

Filter Options

Starting: 7/9/2012

Ending: 7/9/2012

Banks: All

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

Payables: All

Check Approval List

7/3/2012 3:00:44 PM

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>
17085		Angie Neben		General - Postage Reimbursement	7/9/2012	\$11.05
17086		Beaver Bearing Co.		Street - Idler	7/9/2012	\$10.24
17087		Beehive Industries		General - Agenda Management Prog	7/9/2012	\$1,800.00
17088		Broken Bow Airport Authority		General - Monthly Payment	7/9/2012	\$1,083.33
17089		Broken Bow Municipal Utilities		Utilities/Trash Removal	7/9/2012	\$13,575.44
17090		Broken Bow Postmaster		General - Postage	7/9/2012	\$450.00
17091		Broken Bow Ready Mix		Street - Concrete	7/9/2012	\$923.00
17092		Champlin Tire Recycling		General - Rubber Picnic Tables for P	7/9/2012	\$1,887.00
17093		Creative Signs		Swim Pool - Signs	7/9/2012	\$748.19
17094		Custer County Chief		General - Legals	7/9/2012	\$148.31
17095		Custer County Treasurer		General - Radio Communications	7/9/2012	\$8,627.65
17096		EMC Insurance		General - Reimbursable on Deductibl	7/9/2012	\$659.80
17097		Elaine Bayer		General - Mileage and Meals for Fina	7/9/2012	\$134.32
17098		Fairbanks International		Street - Pallet Forks	7/9/2012	\$635.94
17099		Felsburg Holt & Ullevig		General - Quiet Zone Engineering	7/9/2012	\$1,280.00
17100		Fry & Associates Inc.		Park - Memorial Picnic Table - Reimb	7/9/2012	\$1,126.00
17101		Grocery Kart		Swim Pool - Supplies	7/9/2012	\$69.82
17102		HSBC Business Solutions		Street - 1 Year Hotline Fee	7/9/2012	\$39.99
17103		JEO		General - Aquatic Center Engineering	7/9/2012	\$11,912.00
17105		Markham Construction		Street - Waterway between CPPD an	7/9/2012	\$3,867.50
17104		League of Municipalities		General - Finance Conference Regist	7/9/2012	\$369.00
17106		Marv Coble		Sanitation - Mileage	7/9/2012	\$42.35
17107		Mead Lumber - Broken Bow		Park - Paint/Supplies	7/9/2012	\$488.07
17108		Mid State Units		Sanitation - Port-A-Potties	7/9/2012	\$80.00
17109		NATP		Handi Bus - Dues	7/9/2012	\$60.00
17110		Ne Child Support Payment Center		Liability - Child Support Payment	7/9/2012	\$414.00
17111		Ne Child Support Payment Center		Liability - Child Support Payment	7/9/2012	\$600.00
17132		Nebraska Dept of Revenue		L9iability - State Payroll Withholding	7/9/2012	\$2,378.08
17133		Nebraska State Bank		Payroll Taxes	7/9/2012	\$16,275.58
17112		Orschelns		Street - Tires/Blade	7/9/2012	\$53.56
17113		Paula Daily		General - Postage Reimbursement	7/9/2012	\$8.85
17114		Platte Valley Communications		Police - Antenna Parts	7/9/2012	\$25.40
17115		Prachts Ace Hardware		Supplies	7/9/2012	\$1,464.77
17116		Ramada Inn		General - Room for Finance Conferer	7/9/2012	\$146.00
17117		Reams Sprinkler Supply		Park - Irrigation Supplies	7/9/2012	\$66.32
17118		Road Safe Traffic Systems		Street - Paint/Thinner	7/9/2012	\$937.19
17119		Russell Abstracting		General - Zoning Property Owners	7/9/2012	\$127.50
17120		S&L Sanitary Service		Park - Trash Removal	7/9/2012	\$42.00
17121		Safety Kleen Corp.		Street - Solvent	7/9/2012	\$165.95
17131		Schaper and White		General - Legal Fees	7/9/2012	\$725.20
17122		SourceGas		Utilities	7/9/2012	\$175.32
17123		Steve Scott		Reimbursement	7/9/2012	\$32.26
17124		Tom Joyce		Sanitation - Mileage	7/9/2012	\$36.30
17125		Tony Tolstedt		General - Mileage/Meals ICMA Confe	7/9/2012	\$149.65
17126		Trotter Fertilizer		Park - Weed Spray	7/9/2012	\$359.42
17127		Trotter Service		Gasoline/Repairs	7/9/2012	\$4,143.61
17128		Two Reds Automotive		Street - Armor-All/Sealant	7/9/2012	\$79.14
17129		Varney Healthmart		Pool - Gloves	7/9/2012	\$26.49
17130		Wenquist Inc.		Street - Automotive Supplies	7/9/2012	\$157.74
						<hr/> <hr/>
						\$78,619.33
						<hr/> <hr/>

Report Selection: Check Approval List - By Vendor
 Date Range Selection: Invoice Due Date
 Starting Date: 7/9/2012
 Ending Date: 7/9/2012

Check Approval List - GL Account

7/3/2012 3:02:09 PM

City of Broken Bow

Page 1 of 2

<u>Vendor Name</u>	<u>Invoice</u>	<u>Invoice Description</u>	<u>Account Description</u>	<u>Amount</u>
General				
Angie Neben		General - Postage Reimbursement	Supplies & Postage	\$11.05
Beehive Industries		General - Agenda Management Program	Equipment Purchases	\$1,800.00
Broken Bow Airport Authority		General - Monthly Payment	Airport Monthly Payment	\$1,083.33
Broken Bow Municipal Utilities		Utilities/Trash Removal	Weather Station Expense	\$21.55
Broken Bow Postmaster		General - Postage	Supplies & Postage	\$450.00
Champlin Tire Recycling		General - Rubber Picnic Tables for Pool	Aquatic Facility	\$1,887.00
Custer County Chief		General - Legals	Printing & Publication	\$148.31
Custer County Treasurer		General - Radio Communications	Radio Communications	\$8,627.65
EMC Insurance		General - Reimbursable on Deductible Cent	Miscellaneous Expense	\$659.80
Elaine Bayer		General - Mileage and Meals for Finance Cc	Travel & Meeting Expense	\$134.32
Felsburg Holt & Ullevig		General - Quiet Zone Engineering	Wayside Horns	\$1,280.00
JEO		General - Aquatic Center Engineering	Aquatic Facility	\$11,912.00
League of Municipalities		General - Finance Conference Registration	Travel & Meeting Expense	\$369.00
Ne Child Support Payment Center		Liability - Child Support Payment	Child Support	\$414.00
Ne Child Support Payment Center		Liability - Child Support Payment	Child Support	\$600.00
Nebraska Dept of Revenue		Liability - State Payroll Withholding	Payroll Taxes	\$2,378.08
Nebraska State Bank		Payroll Taxes	Payroll Taxes	\$3,693.09
Nebraska State Bank		Payroll Taxes	Payroll Taxes	\$2,654.09
Nebraska State Bank		Payroll Taxes	Payroll Taxes	\$6,334.76
Nebraska State Bank		Payroll Taxes	FICA/Medicare	\$494.33
Paula Daily		General - Postage Reimbursement	Supplies & Postage	\$8.85
Ramada Inn		General - Room for Finance Conference	Travel & Meeting Expense	\$146.00
Russell Abstracting		General - Zoning Property Owners	Miscellaneous Expense	\$127.50
Schaper and White		General - Legal Fees	Legal Fees	\$725.20
Steve Scott		Reimbursement	Supplies & Postage	\$11.50
Tony Tolstedt		General - Mileage/Meals ICMA Conference	Travel & Meeting Expense	\$149.65
			Total General	\$46,121.06
Municipal Building				
Broken Bow Municipal Utilities		Utilities/Trash Removal	Trash Removal	\$22.25
Broken Bow Municipal Utilities		Utilities/Trash Removal	Utilities	\$770.00
Nebraska State Bank		Payroll Taxes	FICA/Medicare	\$91.20
Prachts Ace Hardware		Supplies	Miscellaneous Expense	\$53.21
SourceGas		Utilities	Utilities	\$82.95
			Total Municipal Building	\$1,019.61
Handi Bus				
NATP		Handi Bus - Dues	Association Dues	\$60.00
Nebraska State Bank		Payroll Taxes	FICA/Medicare	\$67.21
Trotter Service		Gasoline/Repairs	Gas and Oil	\$251.90
			Total Handi Bus	\$379.11
Police				
Broken Bow Municipal Utilities		Utilities/Trash Removal	Utilities	\$29.62
Broken Bow Municipal Utilities		Utilities/Trash Removal	Dog Care	\$21.55
Nebraska State Bank		Payroll Taxes	FICA/Medicare	\$818.27
Nebraska State Bank		Payroll Taxes	FICA/Medicare	\$42.88
Platte Valley Communications		Police - Antenna Parts	Maintenance & Repair E	\$25.40
Steve Scott		Reimbursement	Supplies & Postage	\$11.66
Steve Scott		Reimbursement	Training	\$9.10
Trotter Service		Gasoline/Repairs	Gas and Oil	\$921.31
			Total Police	\$1,879.79
Rescue Unit				
Trotter Service		Gasoline/Repairs	Gas and Oil	\$271.51
			Total Rescue Unit	\$271.51
Fire				
Broken Bow Municipal Utilities		Utilities/Trash Removal	Trash Removal	\$53.00
Broken Bow Municipal Utilities		Utilities/Trash Removal	Utilities	\$396.50
Nebraska State Bank		Payroll Taxes	FICA/Medicare	\$42.88
SourceGas		Utilities	Utilities	\$67.71
Trotter Service		Gasoline/Repairs	Gas and Oil	\$115.57
			Total Fire	\$675.66
Library				
Broken Bow Municipal Utilities		Utilities/Trash Removal	Trash Removal	\$22.25
Broken Bow Municipal Utilities		Utilities/Trash Removal	Utilities	\$467.52
Nebraska State Bank		Payroll Taxes	FICA/Medicare	\$274.05
SourceGas		Utilities	Utilities	\$24.66
			Total Library	\$788.48

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>
Street				
Beaver Bearing Co.		Street - Idler	Maintenance & Repair E	\$10.24
Broken Bow Municipal Utilities		Utilities/Trash Removal	Trash Removal	\$11.13
Broken Bow Municipal Utilities		Utilities/Trash Removal	Utilities	\$229.32
Broken Bow Ready Mix		Street - Concrete	Street Construction	\$300.00
Broken Bow Ready Mix		Street - Concrete	Street Construction	\$623.00
Fairbanks International		Street - Pallet Forks	Equipment Rental/Purch	\$635.94
HSBC Business Solutions		Street - 1 Year Hotline Fee	Maintenance & Repair E	\$39.99
Markham Construction		Street - Waterway between CPPD and Runz	Street Construction	\$3,867.50
Nebraska State Bank		Payroll Taxes	FICA/Medicare	\$497.40
Orschelns		Street - Tires/Blade	Maintenance & Repair E	\$53.56
Prachts Ace Hardware		Supplies	Maintenance & Repair E	\$400.65
Road Safe Traffic Systems		Street - Paint/Thinner	Pavement Marking	\$937.19
Safety Kleen Corp.		Street - Solvent	Maintenance & Repair E	\$165.95
Trotter Service		Gasoline/Repairs	Gas and Oil	\$1,164.56
Trotter Service		Gasoline/Repairs	Maintenance & Repair E	\$29.00
Two Reds Automotive		Street - Armor-All/Sealant	Maintenance & Repair E	\$79.14
Wenquist Inc.		Street - Automotive Supplies	Maintenance & Repair E	\$157.74
			Total Street	\$9,202.31
Park				
Broken Bow Municipal Utilities		Utilities/Trash Removal	Trash Removal	\$11.12
Broken Bow Municipal Utilities		Utilities/Trash Removal	Utilities	\$98.28
Broken Bow Municipal Utilities		Utilities/Trash Removal	Utilities	\$2,095.88
Fry & Associates Inc.		Park - Memorial Picnic Table - Reimbursabl	Maintenance/Repair Gro	\$1,126.00
Mead Lumber - Broken Bow		Park - Paint/Supplies	Maintenance & Repair B	\$488.07
Nebraska State Bank		Payroll Taxes	FICA/Medicare	\$427.35
Prachts Ace Hardware		Supplies	Maintenance & Repair B	\$456.26
Prachts Ace Hardware		Supplies	Underground Sprinklers	\$148.48
Reams Sprinkler Supply		Park - Irrigation Supplies	Underground Sprinklers	\$66.32
S&L Sanitary Service		Park - Trash Removal	Trash Removal	\$42.00
Trotter Fertilizer		Park - Weed Spray	Maintenance/Repair Gro	\$359.42
Trotter Service		Gasoline/Repairs	Gas and Oil	\$1,292.76
			Total Park	\$6,611.94
Swimming Pool				
Broken Bow Municipal Utilities		Utilities/Trash Removal	Utilities	\$9,295.18
Creative Signs		Swim Pool - Signs	Pool & Bldg Renovations	\$748.19
Grocery Kart		Swim Pool - Supplies	Supplies & Postage	\$69.82
Nebraska State Bank		Payroll Taxes	FICA/Medicare	\$753.19
Prachts Ace Hardware		Supplies	Miscellaneous Expense	\$406.17
Varney Healthmart		Pool - Gloves	Supplies & Postage	\$26.49
			Total Swimming Pool	\$11,299.04
Sanitation				
Broken Bow Municipal Utilities		Utilities/Trash Removal	Sanitation Contract	\$30.29
Marv Coble		Sanitation - Mileage	Travel & Meeting Expens	\$42.35
Mid State Units		Sanitation - Port-A-Potties	Port-A-Potties	\$80.00
Nebraska State Bank		Payroll Taxes	FICA/Medicare	\$45.20
Nebraska State Bank		Payroll Taxes	FICA/Medicare - CD Cell	\$39.68
Tom Joyce		Sanitation - Mileage	Travel & Meeting Expens	\$36.30
Trotter Service		Gasoline/Repairs	Miscellaneous Expense	\$97.00
			Total Sanitation	\$370.82
				\$78,619.33

Report Selection: Check Approval List - GL Account
 Date Range Selection: Invoice Due Date
 Starting Date: 7/9/2012
 Ending Date: 7/9/2012

City of Broken Bow

Monday, July 9, 2012

City Council Regular Session

Request to reserve parking places from south side of Tiffany Theater to the south side of creek

Request to reserve parking places on Saturday, July 21, 2012 from the south side of the Tiffany Theater to the south side of the creek between the hours of 10:30 A.M. and 2:00 P.M. for the Randy Franzen Benefit Poker Run

Staff Contact: City Administrator

Elaine Bayer

From: "Troxel Insurance" <troxel-insurance@qwestoffice.net>
To: <cityclerk@kdsi.net>
Sent: Monday, July 02, 2012 12:02 PM
Subject: Randy Franzen Benefit

We would like to request the parking places from the south side of the Tiffany Theater to the south side of the creek be reserved for motorcycles and classic cars attending the benefit for Randy Franzen on July 21st from 10:00 Am until 3:00 PM.

Thank you,
Tim Troxel

Tim Troxel & Tracy Sommer

Your Insurance Team!

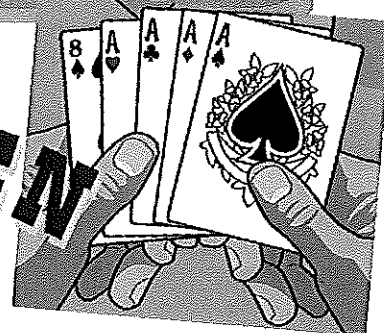
PO Box 161
914 S D Street
Broken Bow, NE 68822
Office: 308-872-6996
Fax: 308-872-2098
www.troxelinsurance.com

7/2/2012

BENEFIT POKER RUN

RANDY FRANZEN

Proceeds will go towards
building a ramp at their home.



July 21, 2012
Broken Bow, NE

11 a.m. - 1:30 p.m. -
Sign up & Movie
@ the Tiffany Theater
(concessions available)

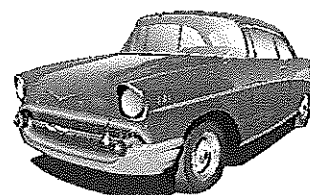
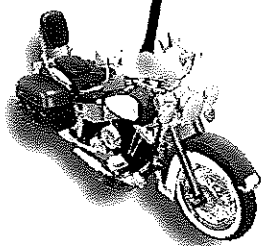
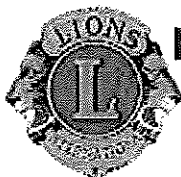
2 p.m. -
Poker Run
\$10/hand

5:30 p.m. - Lions
Club Wienie Roast
@ Tomahawk Park
(prizes awarded
from the Poker Run)

6:30 p.m. -
Benefit Auction
@ Tomahawk
Park

Hosted By:

Black Widows - Broken Bow
Broken Bow Lion's Club
Custer County Chief
KCNI/KBBN
Tiffany Theater



For information call Rick Jones 308-870-1668 or Tim Troxel 308-870-0595

City of Broken Bow

Monday, July 9, 2012

City Council Regular Session

Approval of EMT Application and EMT Roster effective July 9, 2012

Approval of application of Joaeph Franssen as a member of the Broken Bow Ambulance Association and roster for the Broken Bow Ambulance Association effective July 9, 2012

Staff Contact: City Administrator



Broken Bow Ambulance Service

116 South 11th Ave., Broken Bow, NE 68822

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

Andy Holland, Facilitator

Corey Clay EMS Captain

Official Roster

Effective on July 9, 2012

01. Rowdy Woodward
02. Kim Fiorelli
03. Rick Larson
04. Doyle Woods
05. Londa Woods
06. Corey Clay
07. Andrew C Holland
08. Brian Kaufman
09. Bobbie Summerford
10. Kim Clay
11. Adam Lashley
12. Christina Watson
13. David Schmidt
14. Kendra Tordrup
15. Sheila Bacon
16. **Franssen New Member Joseph**

Students this year are as follow

(the college pays for there insurance to run on the squad as a student)

Robert Walker

Carrie Summerford

Raymond Nemebkai

Linda Haddix

Broken Bow Ambulance Association

116 South 11th Avenue
Broken Bow, Nebraska 68822
(308)872-6424

Application For Membership

This is to be completed by the proposer and the applicant, and filed with the secretary at a regular monthly meeting of the Broken Bow Ambulance Association.

An active member of the Broken Bow Ambulance Association and in good standing may propose for membership in the Association the following:

NAME Joseph Franssen OCCUPATION Great Plains Communications

ADDRESS 1039 N Fst. BUSINESS ADDRESS 607 S Est.

HOME NUMBER 308-530-6877 BUSINESS PHONE 402-533-9376

DATE OF BIRTH 12-19-86 AGE 25 MARRIED X SINGLE NO. DEPENDANTS 0

EMPLOYER Great Plains Comm HOW LONG HAVE YOU BEEN EMPLOYED THERE 17

EMPLOYER SIGNATURE Jan Taylor

DO YOU WORK DAYS X NIGHTS WHAT HOURS 8-5

FORMAL EDUCATION Arnold High PREVIOUS EMS EXPERIENCE Arnold Fire & Rescue
North Bend Fire & Rescue

PHYSICAL AILMENTS OR DISABILITIES None

EB. EMS I.D. 18674 RATING B C OF C EXPIRATION 12-31-13

NATIONAL REGISTRY No. expired EXPIRES expired CLASSIFICATION

ATTACH COPIES OF CURRENT CPR CARD, CERTIFICATE OF COMPETENCY, DRIVERS LICENSE.

By making application for membership with the Broken Bow Ambulance Association I recognize that the Association is not a social club and that as a member I will be expected and required to the best of my ability to attend meetings, training, make runs and freely give my time as needed. I further recognize my responsibility to continue to increase my knowledge and expertise in the EMS field.

APPLICANT SIGNATURE Joe Franssen DATE 6-8-12

PROPOSER SIGNATURE Angela DATE 6-15-12

MEMBER SIGNATURE DATE

EMS CAPTAIN SIGNATURE DATE

City of Broken Bow

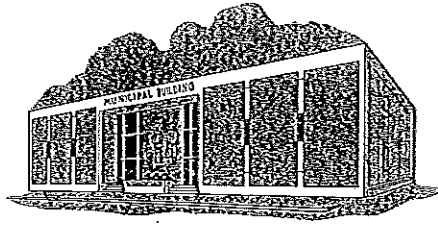
Monday, July 9, 2012

City Council Regular Session

Request for 15 Minute Parking in front of Smoke Shack

Request for designated 15 Minute Parking in front of the Smoke Shack at 320 South 8th Avenue

Staff Contact: City Administrator



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: Maik Walker - The Smoke Shack

Address: 1941 South E Street
Broken Bow, NE 68822

Telephone #: 308-872-6091

Date of Request: 6/20/12

Description of Requested Topic: Applying for a 15 minute parking
sign to be installed in front of building
320 So 8th Avenue

City of Broken Bow

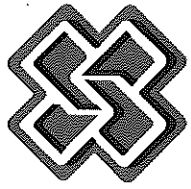
Monday, July 9, 2012

City Council Regular Session

Request for partial payment by Paulsen Inc. for work completed to date on Buffalo Run/Arrowhead Drive

Request for partial payment by Paulsen Inc. in the amount of \$114,975.77 for the accepted portion of work completed on the Asphalt Paving 2012 Project on Buffalo Run/Arrowhead Drive

Staff Contact: City Administrator



PAULSEN INC.

P.O. BOX 17, 1116 EAST HWY 30
COZAD, NE 69130
PHONE 308-784-3333
FAX 308-784-3310

To: Tony Tolstedt, City Administrator Broken Bow, Ne.

6-25-12

Re: Asphalt Paving 2012 in Broken Bow

Dear Tony,

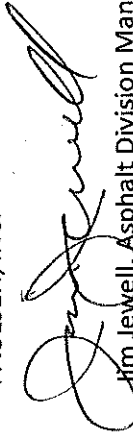
I am requesting partial payment of \$114,975.77 for the accepted portion of the above referenced project,(approximately 75% of the total.)

The balance is to be paid upon completion of the repair on Buffalo Run/Arrowhead Dr. portion, which will be done within a four week period starting two weeks prior to Labor Day this year.

Thank you for your attention to this matter.

Sincerely,

PAULSEN, INC.



Jim Jewell, Asphalt Division Manager

City of Broken Bow

Monday, July 9, 2012

City Council Regular Session

Consideration and approval of interlocal agreement with the Broken Bow Municipal Airport

Staff Contact: City Administrator / City Attorney

**RESOLUTION
INTERLOCAL COOPERATION AGREEMENT**

This Agreement is entered into between the County of Custer, Nebraska, and the City of Broken Bow, Nebraska, pursuant to the inter-local Cooperation Act of the State of Nebraska.

Whereas, the City of Broken Bow now owns and operates the Broken Bow Airport Authority through the Broken Bow Airport Authority Board, and;

Whereas, the citizens of the City of Broken Bow and the citizens of the County of Custer, receive substantial benefits from the use of the Broken Bow Airport; and

Whereas, the City of Broken Bow and The County of Custer wish to enter into this agreement to provide joint funding for the Broken Bow Airport Authority.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is hereby agreed as follows:

1. The purpose of this agreement is to provide joint funding of the Broken Bow Airport Authority to enable the parties to deliver necessary governmental services to its citizens and taxpayers at the lowest possible costs.
2. This agreement shall become effective upon the approval by each governing body authorizing the Mayor and Chairman to sign the agreement on behalf of the governing body. The agreement shall continue for one budget year, which shall be the 2011-2012 budget year.
3. This agreement does not create a separate legal entity.
4. This agreement does not require the sharing of any equipment.
5. Under this agreement, the Broken Bow Airport Authority shall continue to run the Broken Bow Airport as it has done in the past.

6. The City of Broken Bow and the County of Custer each agree to provide one half (1/2) the total tax requirement of the Authority for the 2011-2012 budget year. The Airport Authority tax requirement for their Budget for FY 12-13 will be \$26,000.00; therefore Custer County's share will be \$13,000.00 and the City of Broken Bow, \$13,000.00. All payments shall be made monthly and shall be paid directly to the Treasurer of the Broken Bow Airport Authority.
7. All property acquired during the 2012-2013 budget year by the Broken Bow Airport Authority shall remain the property of said Authority.
8. This agreement does not extend the liability of either entity. The Authority shall continue to carry liability insurance to cover the Airport operations.

This agreement shall not be modified except by resolution of each entity involved.

Cecil Burt, Mayor

ATTEST:

Elaine Bayer, City Clerk

City of Broken Bow

Monday, July 9, 2012

City Council Regular Session

Approval of Agreement for Professional Services with Olsson & Associates

Council will consider approval of an agreement for professional services for electric system model creation and device coordination project.

Staff Contact: Electric Supr.



LETTER AGREEMENT FOR
PROFESSIONAL SERVICES

June 12, 2012

Broken Bow Board of Public Works
C/o Mr. Doug Staab
PO Box 567
Broken Bow, Nebraska 68822

Re: **AGREEMENT FOR PROFESSIONAL SERVICES**
System Model Creation and Device Coordination "Project"
Broken Bow, Nebraska

Dear Board of Public Works:

It is our understanding that the Broken Bow Board of Public Works ("Client") requests Olsson Associates ("Olsson") to perform the following services pursuant to the terms of this Letter Agreement for Professional Services, any signed Master Agreement, Olsson's General Provisions and any exhibits attached thereto (hereinafter "the Agreement") for the Project.

1. Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions (and any exhibits attached thereto), which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, any Master Agreement and/or the General Provisions regarding the services to be performed by Olsson, the requirements of this Letter Agreement shall take precedence.
2. Olsson shall provide Client all Basic Services for the Project as more specifically described in Exhibit A hereto. Should Client request work not described and included in the above Description of Basic Services, such as Additional Services, Olsson shall invoice Client for such services on the basis of Salary Costs times a factor of 2.5 for services rendered by our employees engaged directly on the Project plus Reimbursable Expenses, unless otherwise agreed to by both parties. Olsson shall not commence work on Additional Services without Client's prior approval in writing.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

111261132-NE, Suite 111
P.O. Box 84608
Lincoln, NE 68501-4608

TEL 402.474.6311
FAX 402.474.5160

Page 1 of 3

19-3588.01

www.oaconsulting.com

SCHEDULE FOR OLSSON'S SERVICES

3. Unless otherwise agreed, Olsson would expect to begin performing its services under the Agreement promptly upon your signing.

Anticipated Start Date: July 16, 2012

Anticipated Completion Date: November 16, 2012

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date and any milestone dates are approximate only, and Olsson reserves the right to readjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

4. Compensation for Olsson's services shall be a fixed fee of Twenty Six Thousand Six Hundred Dollars and No/100s (\$ 26,600.00). Olsson shall submit invoices on a monthly basis, are due upon presentation and shall be considered past due if not paid within 30 calendar days of the due date.

REIMBURSABLE EXPENSE: Olsson's reimbursable expenses for this Project are included in the fixed fee set forth in Paragraph 4 above.

TERMS AND CONDITIONS OF SERVICE

5. We have discussed with you the risks, rewards and benefits of the Project and our fees for services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.
6. If this proposal satisfactorily sets forth your understanding of our agreement, please sign in the space provided below (indicating Client's designated Project representative if different from the party signing). Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

7. By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement.

OLSSON ASSOCIATES

By Ken Sanborn

By Don P. Penner

If you accept the preceding proposal and the Agreement,
please sign:

Broken Bow Board of Public Works "Client"

By _____

Title _____

Dated: _____

If different from above,

Client's Designated Project Representative

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GENERAL PROVISIONS

These General Provisions are attached to and made a part of a LETTER AGREEMENT dated June 12, 2012 between Broken Bow Board of Public Works ("Client") and Olsson Associates ("Olsson") for professional services in connection with the System Model Creation and Device Coordination, Broken Bow, Nebraska, (hereinafter called the "Project").

SECTION 1—OLSSON'S BASIC SERVICES

See Exhibit "A", attached.

SECTION 2—ADDITIONAL SERVICES OF OLSSON

2.1 Unless otherwise expressly included, Olsson's normal and customary engineering services described here or in the LETTER AGREEMENT do not include the following categories of work which shall be referred to as Additional Services.

2.2. If Client and Olsson mutually agree to perform any of the following Additional Services, Client will provide written approval of the agreed upon scope of services, and Olsson shall perform or obtain from others such services and will be paid therefore as provided in the LETTER AGREEMENT. EITHER CLIENT or Olsson may elect not to perform all or any of the following Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project in addition to those required under Basic Services; preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from significant changes in the general scope, extent or character of the Project or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Providing renderings or models.

2.2.5 Preparing documents for alternate bids requested by Client for work which is not executed or for out-of-sequence work.

2.2.6 Detailed consideration of operations, maintenance and overhead expenses; value engineering and the preparation of rate schedules, earnings and expense statements, cash flow and economic evaluations, feasibility studies, appraisals and valuations.

2.2.7 Furnishing the services of independent professional associates or consultants for work other than Basic Services.

2.2.8 If Olsson's compensation for Basic Services is not on the basis of Direct Labor or Salary Costs, Additional Services shall include services necessary due to the Client's award of more than one prime contract for the Project, services necessary due to the construction contract containing cost plus or incentive-savings provisions, services necessary in order to arrange for performance by persons other than the prime

contractor and those services necessary to administer Client's contract(s).

2.2.9 Services in connection with staking out the work of Contractor(s).

2.2.10 Services during out-of-town travel other than visits to the site.

2.2.11 Preparation of operating and maintenance manuals to supplement Basic Services.

2.2.12 Services to redesign some or all of the Project.

2.2.13 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding except where required as part of Basic Services.

2.3 When required by the Agreement or Contract Documents in circumstances beyond Olsson's control, Olsson shall perform or obtain from others any of the following Additional Services as circumstances require during construction and without waiting for specific instructions from Client, and Olsson will be paid therefore as provided in the Letter Agreement:

2.3.1 Services in connection with work directive changes and change orders to reflect the changes requested by Client if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.

2.3.2 Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by Contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor; and evaluating an unreasonable or extensive number of claims submitted by Contractor(s) or others in connection with the work.

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damage by fire or other causes during construction, (2) a significant amount of defective, inefficient or neglected work by any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, (4) default by any Contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project; designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project; examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's service.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after

Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Master Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven days' written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused Additional Services or expenses. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning and deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property.

3.4.3 Provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project, any auditing service required in respect of Contractor(s)' applications for payment, and any inspection services to determine if Contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project.

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating the activities of the various prime contractors.

3.5 Client shall pay all costs incident to obtaining bids or proposals from Contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project.

3.7 Contemporaneously with the execution of the LETTER AGREEMENT, Client shall designate in writing an individual to act as its duly authorized Project representative.

SECTION 4—MEANING OF TERMS

4.1 As used herein, the term "this Agreement" refers to these General Provisions, the LETTER AGREEMENT to which these General Provisions refer, and any other exhibits or attachments made a part thereof as if they were part of one and the same document.

4.2 The "construction cost" of the entire Project (herein referred to as "Construction Cost") means the total cost to Client of those portions of the entire Project designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to Client pursuant to Section 3.

4.3 The "Salary Costs": Used as a basis for payment mean salaries and wages (basic and incentive) paid to all Olsson's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.4 "Reimbursable Expenses: The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project, and shall be included in periodic billing as applicable as follows:

<u>Classification</u>	<u>Costs</u>
Automobiles	\$0.555/mile*
Suburbans and Pick-Ups	\$0.75/mile*
Duplication	
In-house	Actual Cost
Outside	Actual Cost+10%
Meals	Actual Cost
Postage & Shipping	
Charges for Project	
Related Materials	Actual Cost
Film and Photo	
Developing	Actual Cost+10%
Telephone and	
Fax Transmissions	Actual Cost+10%
Miscellaneous Materials	
& Supplies Applicable	
only to this Project	Actual Cost+10%
Subconsultants	Actual Cost+10%

* Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

4.5 "Certify" or "a Certification": A statement of Olsson's opinion, based on its observation of conditions, to the best of Olsson's professional knowledge, information and belief. Such statement of opinion does not constitute a warranty, either express or implied. It is understood that Olsson's certification shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.6 "Cost Estimate": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the Contractor's bids or the negotiated price of the work on the project will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.7 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.8 "Inspect" or "Inspection": The visual observation of the Contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the inspected work, generally conforms to the Contract Documents. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. In making such visual observations, Olsson makes no guarantees for, and shall have no authority or control over, the Contractor's performance or the Contractor's failure to perform any work in accordance with the Contract Documents. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the Contractor or for the Contractor's safety precautions and programs nor for failure by the Contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the Contractor.

4.9 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the project made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the drawings.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice of default for any of the following reasons provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;

5.1.4 Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days' written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Basic or Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of not less than 10% of Olsson's actual costs incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes, arising out of this Agreement or related to the services provided under this Agreement shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project, provided that if arbitration or litigation is commenced prior to the completion of the Project, the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in the County and State of the project location, or in the State of Olsson's home office, Nebraska.

6.2.4 The prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including Drawings and Specifications prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement, are instruments of service in respect of the Project and Olsson shall retain an ownership and property interest therein whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any drawing, report or data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Opinions of Cost

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but Olsson cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by Olsson. If prior to the Bidding or Negotiating Phase Client wishes greater assurance as to Total Project or Construction Costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. Olsson's services to modify the Contract Documents to bring the Construction Cost within any limitation established by Client will be considered Additional Services and paid for as such by Client.

7.4 Controlling Law and Venue

7.4.1 The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska or the State of the project locale. It is further agreed that any legal

action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska or the project State locale.

7.5 Subconsultants

Olsson may utilize as necessary in its discretion Subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.6 Assignment

7.6.1 Client and Olsson each is hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.6.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.6.2. Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.6.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.7 Indemnity

Olsson and the Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to personal injury or property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.8 Limitation on Damages

7.8.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay

damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this AGREEMENT. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.

7.8.2 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the total amount of Olsson's fees earned under this Agreement. Client acknowledges that such causes include, but are not limited to, Olsson's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

7.9 Entire Agreement

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson.

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EXHIBIT "A" to GENERAL PROVISIONS ATTACHED TO
LETTER AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CLIENT AND OLSSON, DATED June 12, 2012

DESCRIPTION OF BASIC PROFESSIONAL SERVICES AND RELATED MATTERS

This is an exhibit attached to and made a part of the General Provisions attached to the Proposed Letter Agreement for Professional Services dated June 12, 2012 between Broken Bow Board of Public Works (CLIENT) and Olsson Associates (OLSSON) providing for professional services. The Basic Services of OLSSON are as indicated below.

GENERAL

OLSSON shall perform for CLIENT professional services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as CLIENT's professional representative for the Project, providing professional consultation and advice and furnishing customary services incidental thereto.

Basic Services for System Model Creation and Device Coordination

Task 1 System Model Creation and Device Coordination Study to be executed in conformance with the scope of services provided below.

Model of the Client 69 KV System including substations

1. Build system model
2. Produce a system circuit diagram
3. Run and record various fault cases
4. Compare case results with equipment ratings

Model of the Client 12.47 kV Distribution System

1. Build a system model 3 phase and single phase
2. Produce system circuit diagrams
3. Perform fault current calculations and compare with equipment ratings

Task 2 Olsson will collect protective device sizes and settings in a coordinated effort with Client.

Task 3 Olsson will perform a complete analysis of fault currents throughout Broken Bow's electrical distribution system. The analysis will utilize the electronic system model created in Task 1. A review of the protective device sizes in the system and settings at system substations will be completed. Recommendations for modifications to settings, if necessary, and for fuse size and speed for fuses throughout the system will be provided.

Task 4 Olsson will, in conjunction with Client, review taps and laterals on feeders within the 12.47 kV distribution system, with respect to available fuse sizes, to determine a satisfactory limitation of customers lost during overcurrent or fault situations.

Task 5 Olsson will make a formal presentation of the completed study to the Board of Public Works or the Governing Body as directed by the Utility.

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June 26, 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 26, 2012.

The Board of Public Works of the City of Broken Bow, Nebraska met in regular session on Tuesday, June 26, 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 and Bill Blackburn. Board member absent: Wes Province.

Minutes of the June 12, 2012 meeting were not read as they were previously delivered. It was moved by Clay and seconded by Blackburn to approve the June 12, 2012 minutes as presented. Ayes: Brunken, Clay, Blackburn and Chapin. Nays: None. Motion carried.

Lynn French from Becton-Dickinson (B-D) Company informed the Board that B-D wants to increase the amount of renewable energy sources in their portfolio. B-D would like to acquire a long term purchase power contract for wind power. B-D has been working with Nebraska Public Power District (NPPD) on purchasing wind power. Since Broken Bow Municipal Utilities contracts with the Municipal Energy Agency of Nebraska (MEAN) for our power the request to NPPD would need to come from MEAN to purchase wind power for B-D. B-D is looking to contract for 25000 mega-watt hours of power per year. Electric Superintendent, Doug Staab will contact MEAN to set up a meeting with B-D to start the process.

Electric Superintendent, Staab discussed having Olsson Associates Engineering conduct an Electric Fault Study for Broken Bow with the Board. The study would analyze our fusing and circuits. The study will cost \$26,000.00 and Staab has that money in the current budget. Staab informed the Board that it is estimated to take approximately two months to conduct the study. It was moved by Clay and seconded by Brunken to recommend to the Broken Bow City Council they approve the contract to Olsson Associates Engineering to conduct an Electric Fault Study. Ayes: Clay, Blackburn, Chapin and Brunken. Nays: None. Motion carried.

The following was discussed under Department Heads Updates:

- Electric Superintendent, Doug Staab informed the Board that the power outages experienced during last weeks wind storm were due to trees. Staab is working with landowners to allow us to trim trees away from the power lines in problem areas to prevent future outages.
- Water/Sewer Superintendent, Darren Marten informed the Board that Miller & Associates Engineering now have the easements and right-of-way information on Highway 2 in their office and can begin work on the plan for the Hwy 2 Water Main Replacement Plan.
- Marten updated the Board on his crews' progress on Judge Ave. water main replacement.
- Marten informed the Board that his department is working on the GPS mapping. They have completed the GPS measurements for 95% of the South side of town.

Items suggested for the next agenda were a follows: Dan Jacobson has requested to discuss renter deposits.

The following claims were approved for payment:

Electric Department	\$ 323,464.13
Water Department	21,048.23
Sewer Department	15,158.18
TSA/Trash/EPS	<u>34,339.73</u>
TOTAL	\$ 394,010.27

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

There being no further business to come before the Board of Public Works, it was moved by Blackburn and seconded by Clay that the meeting be adjourned. Ayes: Chapin, Brunken, Clay and Blackburn. Nays: None. Motion carried. The Chairman declared the meeting adjourned at 1:12 P.M.

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

Gene Chapin, Chairman

City of Broken Bow

Monday, July 9, 2012

City Council Regular Session

Council Consideration and Approval of CRA contracts

Staff Contact: City Attorney

CRA Minutes - June 14, 2012

Present at the meeting were Carl Christen, Rod Sonnichsen and Jeanne Berggren. The meeting opened at 8:30 am on June 14, 2012.

Chairman Rod Sonnichsen stated that the open meetings act was on the wall and was there for public viewing. Discussion was had as to the TIF projects that were in front of the board the applications and resolutions of Gateway Motors, Pearson Professional Building and Cole Enterprises were before the board.

1. Motion was made by Jeanne Berggren seconded by Carl Christen to approve the resolution regarding Gateway Motors and notifying the City of Broken Bow that it is their intention to enter into a contract for TIF indebtedness. Motion was approved all I's, Butch Brunken abstaining.
2. Motion by Carl Christen second by Butch Brunken to approve the resolution regarding Pearson Professional Building, motion was approved all I's.
3. Motion by Carl Christen seconded by Jeanne Berggren to approve the resolution for Cole Enterprises motion approved all I's.
4. Motion by Jeanne Berggren seconded by Carl Christen to authorize the chairman Rod Sonnichsen to sign the contracts with the afore mentioned three parties after the expiration of 30 days pursuant to statute, motion approved all I's. Motion to adjourn to Jeanne Berggren seconded by Butch Brunken.

**COMMUNITY REDEVELOPMENT AUTHORITY
OF THE CITY OF BROKEN BOW**

RESOLUTION NO. 2012-__

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF BROKEN BOW, NEBRASKA, AUTHORIZING THE EXECUTION, DELIVERY AND PERFORMANCE OF A REDEVELOPMENT CONTRACT, THE INCURRENCE OF DEBT, AND APPROVAL OF RELATED ACTIONS.

WHEREAS, the Community Redevelopment Authority of the City of Broken Bow, Nebraska, ("Authority") has been duly organized and is a valid and existing Community Redevelopment Authority, a body politic and corporate under the laws of the State of Nebraska; and

WHEREAS, the City of Broken Bow, Nebraska ("City"), in furtherance of the purposes and pursuant of the provisions of Section 18-2101 to 18-2154, Reissue Revised Statutes of Nebraska, 1943, as amended (collectively the "Act"), has adopted a Redevelopment Plan (the "Redevelopment Plan") for a blighted and substandard area designated by the City; and

WHEREAS, pursuant to and in furtherance of the Act, the Authority published notice of a request for proposals for redevelopment pursuant to the Redevelopment Plan, and received a proposal from Chris Pearson of Broken Bow, Pearson Professional Building Nebraska. ("Redeveloper"), to enter into a Redevelopment Contract; and

WHEREAS, the Authority has determined that it is in the best interests of the Authority and the City as expressed in the Redevelopment Plan to enter into the Redevelopment Contract and to carry out the transactions contemplated thereby.

WHEREAS, the Authority has determined that the redevelopment project set forth in the proposal would not be economically feasible without the use of tax-increment financing, the redevelopment project would not occur in the community redevelopment area without the use of tax-increment financing, and the costs and benefits of the redevelopment project, including costs and benefits to other affected political subdivisions the economy of the community, and the demand for public and private services have been found to be in the long-term best interest of the community impacted by the redevelopment project.

NOW, THEREFORE be it resolved by the Community Redevelopment Authority of the City of Broken Bow, Nebraska, as follows:

1. The Authority hereby authorized the Redevelopment Contract between the Authority and Redeveloper for the redevelopment of a blighted and substandard area in the City, and hereby authorizes and approves the execution, delivery and performance of the documents and transactions contemplated by the

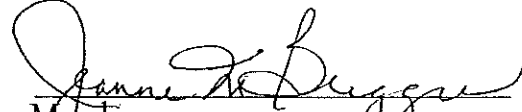
Redevelopment Contract, including but not limited to the incurrence of the TIF indebtedness as defined in the Redevelopment Contract.

2. The execution and delivery of the Redevelopment Contract is in the best interests of the Authority and City in furtherance of the Redevelopment Plan, and have been and are hereby duly authorized and approved pursuant to the Act, specifically including, but no limited to Sections 18-2117 and 18-2119 thereof.
3. The Chair or Vice Chair and Secretary of the Authority are hereby authorized and directed to execute and deliver the Redevelopment Contract, in substantially the form of the motion for approval of the project passed at the board meeting of the 14th day of June, 2012, but with such changes, additions or deletions as they deem reasonable or necessary, together with all documents, certificates or instruments contemplated thereby or necessary in connection therewith, are further authorized and directed to execute the TIF indebtedness documentation and carry out all transactions and take all actions contemplated.
4. By copy of this Resolution delivered to the City of Broken Bow on this date, the Authority hereby gives the 30 days notice required by Section 18-2119 of the Act of its intention to accept such redevelopment contract proposal with the Redeveloper, and after approval thereof by action of the city council, in substantially the attached form and with such modification, additions or deletions deemed necessary or appropriate by the Authority.
5. The Authority recommends approval of the Redevelopment Contract by the City Council.
6. This resolution shall be in full force and effect from and after its passage and approval.

IN WITNESS WHEREOF, the undersigned Members of the Community Redevelopment Authority of the City of Broken Bow, Nebraska, hereby pass and adopt this Resolution the 14th day of June, 2012.


Chair


Member


Member


Member

Member

ATTEST:

Secretary _____

**COMMUNITY REDEVELOPMENT AUTHORITY
OF THE CITY OF BROKEN BOW**

RESOLUTION NO. 2012-__

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF BROKEN BOW, NEBRASKA, AUTHORIZING THE EXECUTION, DELIVERY AND PERFORMANCE OF A REDEVELOPMENT CONTRACT, THE INCURRENCE OF DEBT, AND APPROVAL OF RELATED ACTIONS.

WHEREAS, the Community Redevelopment Authority of the City of Broken Bow, Nebraska, ("Authority") has been duly organized and is a valid and existing Community Redevelopment Authority, a body politic and corporate under the laws of the State of Nebraska; and

WHEREAS, the City of Broken Bow, Nebraska ("City"), in furtherance of the purposes and pursuant of the provisions of Section 18-2101 to 18-2154, Reissue Revised Statutes of Nebraska, 1943, as amended (collectively the "Act"), has adopted a Redevelopment Plan (the "Redevelopment Plan") for a blighted and substandard area designated by the City; and

WHEREAS, pursuant to and in furtherance of the Act, the Authority published notice of a request for proposals for redevelopment pursuant to the Redevelopment Plan, and received a proposal from Gateway Motors of Broken Bow, Nebraska. ("Redeveloper"), to enter into a Redevelopment Contract; and

WHEREAS, the Authority has determined that it is in the best interests of the Authority and the City as expressed in the Redevelopment Plan to enter into the Redevelopment Contract and to carry out the transactions contemplated thereby.

WHEREAS, the Authority has determined that the redevelopment project set forth in the proposal would not be economically feasible without the use of tax-increment financing, the redevelopment project would not occur in the community redevelopment area without the use of tax-increment financing, and the costs and benefits of the redevelopment project, including costs and benefits to other affected political subdivisions the economy of the community, and the demand for public and private services have been found to be in the long-term best interest of the community impacted by the redevelopment project.

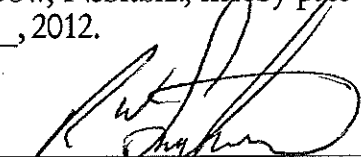
NOW, THEREFORE be it resolved by the Community Redevelopment Authority of the City of Broken Bow, Nebraska, as follows:

1. The Authority hereby authorized the Redevelopment Contract between the Authority and Redeveloper for the redevelopment of a blighted and substandard area in the City, and hereby authorizes and approves the execution, delivery and performance of the documents and transactions contemplated by the

Redevelopment Contract, including but not limited to the incurrence of the TIF indebtedness as defined in the Redevelopment Contract.

2. The execution and delivery of the Redevelopment Contract is in the best interests of the Authority and City in furtherance of the Redevelopment Plan, and have been and are hereby duly authorized and approved pursuant to the Act, specifically including, but no limited to Sections 18-2117 and 18-2119 thereof.
3. The Chair or Vice Chair and Secretary of the Authority are hereby authorized and directed to execute and deliver the Redevelopment Contract, in substantially the form of the motion for approval of the project passed at the board meeting of the 14th day of June, 2012, but with such changes, additions or deletions as they deem reasonable or necessary, together with all documents, certificates or instruments contemplated thereby or necessary in connection therewith, are further authorized and directed to execute the TIF indebtedness documentation and carry out all transactions and take all actions contemplated.
4. By copy of this Resolution delivered to the City of Broken Bow on this date, the Authority hereby gives the 30 days notice required by Section 18-2119 of the Act of its intention to accept such redevelopment contract proposal with the Redeveloper, and after approval thereof by action of the city council, in substantially the attached form and with such modification, additions or deletions deemed necessary or appropriate by the Authority.
5. The Authority recommends approval of the Redevelopment Contract by the City Council.
6. This resolution shall be in full force and effect from and after its passage and approval.

IN WITNESS WHEREOF, the undersigned Members of the Community Redevelopment Authority of the City of Broken Bow, Nebraska, hereby pass and adopt this Resolution the 14th day of June, 2012.


Chair

Carl Churston
Member

Janne McDougall
Member

Member

Member

ATTEST:

Secretary _____

**COMMUNITY REDEVELOPMENT AUTHORITY
OF THE CITY OF BROKEN BOW**

RESOLUTION NO. 2012-__

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF BROKEN BOW, NEBRASKA, AUTHORIZING THE EXECUTION, DELIVERY AND PERFORMANCE OF A REDEVELOPMENT CONTRACT, THE INCURRENCE OF DEBT, AND APPROVAL OF RELATED ACTIONS.

WHEREAS, the Community Redevelopment Authority of the City of Broken Bow, Nebraska, ("Authority") has been duly organized and is a valid and existing Community Redevelopment Authority, a body politic and corporate under the laws of the State of Nebraska; and

WHEREAS, the City of Broken Bow, Nebraska ("City"), in furtherance of the purposes and pursuant of the provisions of Section 18-2101 to 18-2154, Reissue Revised Statutes of Nebraska, 1943, as amended (collectively the "Act"), has adopted a Redevelopment Plan (the "Redevelopment Plan") for a blighted and substandard area designated by the City; and

WHEREAS, pursuant to and in furtherance of the Act, the Authority published notice of a request for proposals for redevelopment pursuant to the Redevelopment Plan, and received a proposal from Cole Enterprises of Broken Bow, Nebraska. ("Redeveloper"), to enter into a Redevelopment Contract; and

WHEREAS, the Authority has determined that it is in the best interests of the Authority and the City as expressed in the Redevelopment Plan to enter into the Redevelopment Contract and to carry out the transactions contemplated thereby.

WHEREAS, the Authority has determined that the redevelopment project set forth in the proposal would not be economically feasible without the use of tax-increment financing, the redevelopment project would not occur in the community redevelopment area without the use of tax-increment financing, and the costs and benefits of the redevelopment project, including costs and benefits to other affected political subdivisions the economy of the community, and the demand for public and private services have been found to be in the long-term best interest of the community impacted by the redevelopment project.

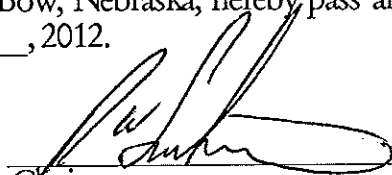
NOW, THEREFORE be it resolved by the Community Redevelopment Authority of the City of Broken Bow, Nebraska, as follows:

1. The Authority hereby authorized the Redevelopment Contract between the Authority and Redeveloper for the redevelopment of a blighted and substandard area in the City, and hereby authorizes and approves the execution, delivery and performance of the documents and transactions contemplated by the

Redevelopment Contract, including but not limited to the incurrence of the TIF indebtedness as defined in the Redevelopment Contract.

2. The execution and delivery of the Redevelopment Contract is in the best interests of the Authority and City in furtherance of the Redevelopment Plan, and have been and are hereby duly authorized and approved pursuant to the Act, specifically including, but no limited to Sections 18-2117 and 18-2119 thereof.
3. The Chair or Vice Chair and Secretary of the Authority are hereby authorized and directed to execute and deliver the Redevelopment Contract, in substantially the form of the motion for approval of the project passed at the board meeting of the 14th day of June, 2012, but with such changes, additions or deletions as they deem reasonable or necessary, together with all documents, certificates or instruments contemplated thereby or necessary in connection therewith, are further authorized and directed to execute the TIF indebtedness documentation and carry out all transactions and take all actions contemplated.
4. By copy of this Resolution delivered to the City of Broken Bow on this date, the Authority hereby gives the 30 days notice required by Section 18-2119 of the Act of its intention to accept such redevelopment contract proposal with the Redeveloper, and after approval thereof by action of the city council, in substantially the attached form and with such modification, additions or deletions deemed necessary or appropriate by the Authority.
5. The Authority recommends approval of the Redevelopment Contract by the City Council.
6. This resolution shall be in full force and effect from and after its passage and approval.

IN WITNESS WHEREOF, the undersigned Members of the Community Redevelopment Authority of the City of Broken Bow, Nebraska, hereby pass and adopt this Resolution the 14th day of June, 2012.


Chair

Carl Chuster
Member

Walter Bunker
Member

Joanne Moßberger
Member

Member

ATTEST:

Secretary

City of Broken Bow

Monday, July 9, 2012

City Council Regular Session

Ordinance No. 2012-1118 amending Ordinance No. 2012-1117

Ordinance No. 2012-1118 amending Ordinance No. 2012-1117 to provide for City Employees and agents of the City to operate ATV/UTV in Corporate Limits during commission of authorized duties and limit general populace useage to the removal of snow following cessation of a snow event.

Staff Contact: City Administrator/City Attorney

**ORDINANCE
FOR THE USE OF
ALL-TERRAIN AND UTILITY-TYPE VEHICLE
FOR SNOW REMOVAL ONLY**

ORDINANCE NO. 2012-1118

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 AND FOR SNOW REMOVAL ONLY; 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 **AND ONLY FOR THE REMOVAL OF SNOW. GENERAL USE OF ATVs AND UTVs IS OTHERWISE PROHIBITED WITHIN THE CORPORATE LIMITS OF THE CITY OF BROKEN BOW.**

SAID ATV AND UTV USE SHALL BE ALLOWED WITHIN THE CORPORATE LIMITS FOR 72 HOURS AFTER THE CESSATION OF A SNOW EVENT.

(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. 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 5. 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 _____ day of _____, 20__.

Mayor/Chairperson

(SEAL)

Clerk

I:Technical Assistance/ATV Ordinance/Draft Alternative Ordinance