
City of Broken Bow
City Council Regular Session Packet
September 10, 2012 at 12:30 PM

Mayor: Cecil Burt

City Council: Chad Schall – Council President
Bill Adams
Cody Schmick

City Administrator:

City Clerk: Elaine Bayer

City Attorney: Jason White

City of Broken Bow

Monday, September 10, 2012

City Council Regular Session

Approval of Minutes of the August 27, 2012 Council Meeting

Approval of Minutes of the August 27, 2012 Council Meeting

Staff Contact: City Clerk

August 27, 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, August 27, 2012 in the Municipal Building at Broken Bow, Nebraska. Present were: Mayor Cecil Burt; 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:

- Approval of Minutes – August 13, 2012 Regular Council Meeting
- Claims – August 27, 2012 Regular Council Meeting
- Approval of SDL License Request for Nebraska One Box Foundation for November 1st, 2nd and 3rd in the Municipal Building for the purpose of hosting One Box Festivities between the hours of 9:00 A.M. and 1:00 A.M.
- Approval of SDL License Request for Schumacher, Henry F. Sylvester's Bar and Lounge for Saturday, September 22, 2012 between the hours of 5:00 P.M. and 1:00 A.M. to cater wedding reception at National Guard Armory

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

At 12:01 P.M. it was moved by Councilmember Schall and seconded by Councilmember Adams that the Public Hearing for the 2012-2013 Annual Appropriation Bill for the City of Broken Bow be opened. The Mayor stated the motion. Upon roll call the vote was as follows: Ayes: Adams, Schall and Schmick. Nays: None. Motion carried.

Dan Zach of Dana F. Close & Company presented the budget for Fiscal Year 2012-2013 General Fund Budget stating that Property Tax Required for Bonds will be \$391,071.00 and Property Tax Required for General Operating is \$641,452.00. for a total of \$1,032,523.

There were no persons in attendance at the meeting to object to the 2012-2013 Annual Appropriation Bill and the City Clerk stated that she had received no written objections to the 2012-2013 Annual Appropriation Bill.

At 12:10 P.M. it was moved by Councilmember Schall and seconded by Councilmember Adams that the Public Hearing on the 2012-2013 Annual Appropriation Bill for the City of Broken Bow

be closed. The Mayor stated the motion. Upon roll call the vote was as follows: Ayes: Schall, Schmick and Adams. Nays: None. Motion carried.

At 12:11 P.M. it was moved by Councilmember Schall and seconded by Councilmember Adams that the Public Hearing to set the Final Tax Request for 2012-2013 for the City of Broken Bow now be opened. The Mayor stated the motion. Upon roll call the vote was as follows: Ayes: Adams, Schall and Schmick. Nays: None. Motion carried.

Dan Zach informed the Council that the Tax Request for Fiscal Year 2012-2013 would be set at \$1,032,523.00 of which \$641,452.00 would be used for the General Fund and \$391,071.00 would be used for Bonds. Zach also stated that the evaluation for the City of Broken Bow has increased to .804833.

There were no persons in attendance at the Public Hearing to object to the Tax Request for Fiscal Year 2012-2013 and the City Clerk stated that she had received no written objections to the tax request for Fiscal Year 2012-2013.

At 12:13 P.M. it was moved by Councilmember Schall and seconded by Councilmember Adams that the Public Hearing Setting the Final Tax Request for 2012-2013 for the City of Broken Bow now be closed. The Mayor stated the motion. Upon roll call the vote was as follows: Ayes: Adams, Schmick and Schall. Nays: None. Motion carried.

It was moved by Councilmember Schall and seconded by Councilmember Adams to approve a 2% + 1% for a total 3.5% allowable growth increase. The Mayor stated the motion. Upon roll call the vote was as follows: Ayes: Adams, Schall and Schmick. Nays: None. Motion carried.

Councilmember Schall introduced Ordinance No. 2012-1122 entitled "AN ORDINANCE OF THE CITY OF BROKEN BOW, NEBRASKA, TO ADOPT THE BUDGET STATEMENT TO BE TERMED THE ANNUAL APPROPRIATION BILL; TO APPROPRIATE SUMS FOR NECESSARY EXPENSES AND LIABILITIES; TO PROVIDE FOR AN EFFECTIVE DATE AND PRESCRIBING THE TIME WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND TAKE EFFECT" and moved that the statutory rule requiring reading on three different days be suspended. Councilmember Adams 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: Schmick, Adams and Schall. 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 Schall moved for final passage of the Ordinance, which motion was seconded by Councilmember Schmick. The Mayor stated the question, "Shall Ordinance No. 2012-1122 be passed and adopted?" Upon roll call vote, the vote was as follows: Ayes: Adams, Schmick 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 of the Council signed and approved the Ordinance and the Clerk attested the passage and approval of the same and affixed his signature thereto.

It was moved by Councilmember Schall and seconded by Councilmember Adams to adopt Resolution 2012-10 setting the Property Tax Request for fiscal year 2012-2013 in the amount of \$641,452 for the General Fund and \$391,071 for the Debt Service Fund. The Mayor stated the motion. Upon roll call the vote was as follows: Ayes: Schmick, Schall and Adams. Nays: None. Motion carried.

City Administrator Tony Tolstedt presented a Recommendation of Acceptance for the Broken Bow Aquatic Facility, Tolstedt informed the Council that the work has been inspected by City Engineers JEO and it is their recommendation that the work is completed and should be accepted. City Administrator Tolstedt also informed the Council that the uncompleted items will be completed once the pool has been drained this fall and prior to the spring pool preparations. It was moved by Councilmember Schall and seconded by Councilmember Adams to accept the recommendation of approval of the aquatic facility. The Mayor stated the motion. Upon roll call the vote was as follows: Ayes: Schmick, Adams and Schall. Nays: None. Motion carried.

It was moved by Councilmember Schall and seconded by Councilmember Adams to approve payment to Schmick's Market in the amount of \$13.98 for Rescue Unit Supplies. The Mayor stated the motion. Upon roll call the vote was as follows: Ayes: Adams and Schall. Nays: None. Abstain: Schmick. Motion carried.

City Administrator Tony Tolstedt presented a request for Final Payment in the amount of \$40,000 to Paulsen for the 2012 Asphalt Paving Project. Discussion was held concerning the request and Street Superintendent Monte Clark recommended that the project be approved. It was moved by Councilmember Adams and seconded by Councilmember Schall to approve the request for Final Payment in the amount of \$40,000 by Paulsen Inc for the 2012 Asphalt Paving Project. The Mayor stated the motion. Upon roll call the vote was as follows: Ayes: Schall, Adams and Schmick. Nays: None. Motion carried.

City Administrator and Electrical Superintendent Doug Staab presented a request to extend the Agreement period between the City of Broken Bow and the Nebraska Municipal Power Pool for four years to continue with the Cost of Service and Rate Design Study. After discussing the proposed amended agreement, it was moved by Councilmember Schall and seconded by Councilmember Adams to approve the agreement as presented. The Mayor stated the motion. Upon roll call the vote is as follows: Ayes: Adams, Schmick and Schall. Nays: None. Motion carried.

Mayor Cecil Burt presented a sign that has been donated to the City by the Broken Bow Rotary Club and will be displayed at the Broken Bow Baseball Field. The purpose of this sign is to remind spectators that the players are children and that they should be treated with kindness. Mayor Burt expressed his appreciation to the Broken Bow Rotary Club for the donation of the sign.

Discussion was held regarding the position of a Full Time Zoning Administrator and Job Description for the position. After discussing the position and job description it was moved by Councilmember Schmick and seconded by Councilmember Adams that this position and job

description be tabled until a later date. The Mayor stated the motion. Upon roll call the vote was as follows: Ayes: Adams, Schmick and Schall. Nays: None. Motion carried.

Dawn West, Executive Director of the Broken Bow Housing Authority, presented the 2011 Annual Report which detailed the 2011 accomplishments for the Housing Authority and the plans for 2012. Mrs. West also informed the Board that the Payment in Lieu of Taxes (PILOT) for 2011 is \$22,000.77 and requested that the City grant the housing authority the privilege of placing this money into a joint CD with the City and will be designated to street improvements in the areas of housing authority properties. She also stated that with this CD, the amount that we have towards the street improvements is a total of \$130,791.03. After discussing the matter it was moved by Councilmember Adams and seconded by Councilmember Schmick to approve the request to place the \$22,000.77 into a joint CD with the City of Broken Bow to be used for street improvements in the areas of housing authority properties. The Mayor stated the motion. Upon roll call the vote was as follows: Ayes: Schall, Schmick and Adams. Nays: None. Motion carried.

Mayor Cecil Burt re-appointed Laura Lindner to the Broken Bow Housing Authority for a five year term. It was moved by Councilmember Schall and seconded by Councilmember Adams to approve the re-appointment of Laura Lindner to the Broken Bow Housing Authority for a five year term. The Mayor stated the motion. Upon roll call the vote was as follows: Ayes: Schmick, Adams and Schall. Nays: None. Motion carried.

Joan Birnie presented an update on the Green Coalition Projects:

- Green Coalition received a grant from the Custer County Foundation in the amount of \$275.00 for two bicycle racks in the City Square
- Green Coalition received a grant from Keep America Beautiful/Keep Loup Basin Beautiful in the amount of \$381.00 for the planting of drought tolerant and native perennials in public spaces by the business district and that this year's focus is along the east corridor of Broken Bow. Birnie also expressed her appreciation to Melissa Garcia, Custer Economic Development President, for her assistance in preparing the grant.

At 12:50 P.M. it was moved by Councilmember Schall and seconded by Councilmember Adams that the Mayor and Council enter into closed session for the purpose closed session for the purpose of discussing personnel matters, it being clearly necessary for the protection of the public or for the needless injury to the reputation of an individual. The City representatives that shall remain present during the closed session are Mayor Cecil Burt, Council President Chad Schall, Councilmembers Bill Adams and Cody Schmick; City Attorney Jason White and City Administrator Tony Tolstedt.

At 1:17 P.M. it was moved by Councilmember Schall and seconded by Councilmember Adams that closed session be adjourned and the Council return to open session. The Mayor stated the motion. Upon roll call the vote was as follows: Ayes: Schall, Adams and Schmick. Nays: None. Motion carried.

Mayor Cecil Burt stated that the only item discussed in closed session was Tony Tolstedt personnel matters.

It was moved by Councilmember Schall and seconded by Councilmember Adams to allow City Administrator Tony Tolstedt to forego the 30 day requirement of his notice of resignation as provided in the letter of resignation and his employment contract in order to assume his position in Douglas, Wyoming. The Mayor stated the motion. Upon roll call the vote was as follows: Ayes: Schall, Adams and Schmick. Nays: None. Motion carried.

At 1:21 P.M. it was moved by Councilmember Schall and seconded by Councilmember Adams that the Council meeting of the City of Broken Bow be adjourned.

Ayes: Schall, Adams and Schmick.

Nays: None.

Motion carried.

Mayor, Cecil Burt

ATTEST:

City Clerk, Elaine L. Bayer

City of Broken Bow

Monday, September 10, 2012

City Council Regular Session

Approval of Claims for September 10, 2012 Council Meeting

Approval of Claims for September 10, 2012 Council Meeting

Staff Contact: City Clerk/Treasurer

Accounts Payable Detail Listing

City of Broken Bow

Vend# Vendor Name

Pay#	Post Date	Due Date	Amount	Invoice	Date	PO#	Date	Status
	Account#	Work Order					Debit	Credit
American Red Cross								
17300	9/10/2012	9/10/2012	300.00		9/10/2012			Posted
	10-3359.00			Swimming Pool - Facility Use			300.00	0.00
Arrow Seed								
17301	9/10/2012	9/10/2012	17.99		9/10/2012			Posted
	09-3223.00			Park - Seed			17.99	0.00
ATCO								
17302	9/10/2012	9/10/2012	364.00		9/10/2012			Posted
	08-3310.00			Street - Protective Street Coating			364.00	0.00
Broken Bow Municipal Utilities								
17303	9/10/2012	9/10/2012	7,797.35		9/10/2012			Posted
	01-3213.00			General - Weather Station			21.72	0.00
	08-3219.00			Street - Trash Removal			15.58	0.00
	08-3220.00			Street - Utilities			215.04	0.00
	06-3219.00			Fire - Trash Removal			30.75	0.00
	06-3220.00			Fire - Utilities			567.25	0.00
	04-3220.00			Police - Utilities			36.84	0.00
	04-3315.00			Police - Dog Pound Utilities			21.55	0.00
	09-3220.00			Park - Parks Utilities			6.67	0.00
	09-3220.00			Park - Shop Utilities			92.16	0.00
	09-3219.00			Park - Shop Trash Removal			2,304.57	0.00
	07-3219.00			Library - Trash Removal			22.25	0.00
	07-3220.00			Library - Utilities			750.89	0.00
	02-3219.00			Pub Bldg - Trash Removal			22.25	0.00
	02-3220.00			Pub Bldg - Utilities			910.40	0.00
	11-3360.00			Tree Dump - Utilities			39.72	0.00
	10-3220.00			Swim Pool - Utilities			2,739.71	0.00
							7,797.35	0.00
Broken Bow Ready Mix								
17304	9/10/2012	9/10/2012	4,668.45		9/10/2012			Posted
	08-3425.00			Street - Concrete South 1st, Memorial, Nor			4,668.45	0.00
Capital City Concepts								
17305	9/10/2012	9/10/2012	7,529.99		9/10/2012			Posted
	01-3222.00			General - Comparability Study			7,529.99	0.00
Card Services								
17306	9/10/2012	9/10/2012	229.17		9/10/2012			Posted
	08-3310.00			Street - Hose/Tarps/Hand Tools			229.17	0.00
Century Link								
17307	9/10/2012	9/10/2012	670.88		9/10/2012			Posted
	08-3221.00			Street - Telephone			35.31	0.00
	04-3221.00			Police - Telephone			223.67	0.00
	10-3221.00			Swim Pool - Telephone			44.99	0.00
	09-3221.00			Park - Telephone			44.99	0.00
	07-3221.00			Library - Telephone			78.26	0.00
	02-3221.00			Pub Bldg - Telephone			191.88	0.00
	03-3221.00			Handi Bus - Telephone			51.78	0.00
							670.88	0.00
CitiBusiness Card								
17308	9/10/2012	9/10/2012	27.48		9/10/2012			Posted
	04-3225.00			Police - Oil			27.48	0.00
Ne Dept of Env Quality								
17309	9/10/2012	9/10/2012	750.00		9/10/2012			Posted
	11-3360.00			Sanitation - CD Cell License			750.00	0.00
Eakes Office Products								
17310	9/10/2012	9/10/2012	71.56		9/10/2012			Posted
	01-3223.00			General - Office Supplies			71.56	0.00
Great Plains Communications								
17311	9/10/2012	9/10/2012	266.85		9/10/2012			Posted
	04-3411.00			Police - Internet Services - 3 months			266.85	0.00

Accounts Payable Detail Listing

City of Broken Bow

Vend# Vendor Name

<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>
	<u>Account#</u>	<u>Work Order</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>
Great Plains Communications (continued)								
17312	9/10/2012	9/10/2012	47.95		9/10/2012			Posted
	08-3221.00			Street - Internet			23.98	0.00
	09-3221.00			Park - Internet			23.97	0.00
							47.95	0.00
Waterworks								
17313	9/10/2012	9/10/2012	1,555.00		9/10/2012			Posted
	06-3435.00			Firemen - New Hydrants			1,555.00	0.00
Holcomb Mechanical								
17314	9/10/2012	9/10/2012	8,764.34		9/10/2012			Posted
	02-3410.00			Public Bldg - Air Conditioning Unit			8,764.34	0.00
ICMA Memberships								
17315	9/10/2012	9/10/2012	450.00		9/10/2012			Posted
	01-3209.00			General - Administrator Job Advertisement			450.00	0.00
Instant Rain Lawn Irrigation								
17316	9/10/2012	9/10/2012	3,640.36		9/10/2012			Posted
	01-3224.00			General - Underground Sprinklers at Indiar			3,640.36	0.00
JEO								
17317	9/10/2012	9/10/2012	2,621.01		9/10/2012			Posted
	01-3224.01			General - Engineering Aquatic Facility			2,621.01	0.00
Jacks Uniforms & Equipment								
17318	9/10/2012	9/10/2012	252.84		9/10/2012			Posted
	04-3410.00			Police - External Carriers for Bullet Proof V			252.84	0.00
Master Cleaners								
17319	9/10/2012	9/10/2012	14.18		9/10/2012			Posted
	02-3311.00			Public Bldg - Mopheads			14.18	0.00
Mead Lumber - Broken Bow								
17320	9/10/2012	9/10/2012	594.39		9/10/2012			Posted
	08-3311.00			Street - Batteries/Lumber/Siding/Supplies			594.39	0.00
Ne Dept of Agriculture								
17321	9/10/2012	9/10/2012	150.00		9/10/2012			Posted
	04-3315.00			Police - Dog Pound License Renewal			150.00	0.00
Nebraska Municipal Power Pool								
17322	9/10/2012	9/10/2012	5,390.40		9/10/2012			Posted
	01-3206.00			General - Project Upgrade Dues Assessm			5,390.40	0.00
Office Net								
17323	9/10/2012	9/10/2012	432.80		9/10/2012			Posted
	01-3410.00			General - Copier Lease			432.80	0.00
Overnite Auto								
17324	9/10/2012	9/10/2012	271.84		9/10/2012			Posted
	09-3310.00			Park - Starter for Chevy Pickup			271.84	0.00
Prachts Ace Hardware								
17325	9/10/2012	9/10/2012	653.23		9/10/2012			Posted
	10-3222.00			Swimming Pool - Supplies			186.82	0.00
	09-3311.00			Park - Supplies			266.53	0.00
	02-3223.01			Pub Bldg - Towels/Trash Bags/Cleaners			199.88	0.00
							653.23	0.00
Quill Corporation								
17326	9/10/2012	9/10/2012	565.77		9/10/2012			Posted
	06-3223.00			Firemen - Supplies			170.02	0.00
	04-3223.00			Police - Supplies			285.71	0.00
	05-3223.00			Rescue Unit - Supplies			110.04	0.00
							565.77	0.00
Steve Scott								
17327	9/10/2012	9/10/2012	35.36		9/10/2012			Posted
	01-3223.00			General - Reimbursement on Postage			23.00	0.00
	04-3223.00			Police - Reimbursement on Supplies			12.36	0.00
							35.36	0.00

Accounts Payable Detail Listing

City of Broken Bow

Vend# Vendor Name

<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>
	<u>Account#</u>	<u>Work Order</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>
S&L Sanitary Service (continued)								
17328	9/10/2012	9/10/2012	42.00		9/10/2012			Posted
	09-3219.00			Park - Trash Removal			42.00	0.00
SourceGas								
17329	9/10/2012	9/10/2012	175.06		9/10/2012			Posted
	06-3220.00			Utilities			58.65	0.00
	04-3220.00			Utilities			16.13	0.00
	07-3220.00			Utilities			24.03	0.00
	02-3220.00			Utilities			76.25	0.00
							<u>175.06</u>	<u>0.00</u>
Telephone Systems of Nebraska								
17330	9/10/2012	9/10/2012	6,133.32		9/10/2012			Posted
	01-3224.01			General - Security Cameras for Pool			6,133.32	0.00
Trotter Service								
17331	9/10/2012	9/10/2012	3,400.14		9/10/2012			Posted
	08-3225.00			Street - Gasoline			961.23	0.00
	04-3225.00			Police - Gasoline			977.10	0.00
	05-3225.00			Rescue Unit - Gasoline			138.66	0.00
	09-3225.00			Park - Gasoline			936.04	0.00
	03-3225.00			Handi Bus - Gasoline			367.11	0.00
	04-3310.00			Police - Repairs			20.00	0.00
							<u>3,400.14</u>	<u>0.00</u>
Two Reds Automotive								
17332	9/10/2012	9/10/2012	43.91		9/10/2012			Posted
	08-3310.00			Street - Supplies			43.91	0.00
United Industries								
17333	9/10/2012	9/10/2012	1,105.82		9/10/2012			Posted
	01-3224.01			General - Portable Life Guard Chairs			1,105.82	0.00
			<u>59,033.44</u>	34 Non-voided payables listed.				

Report Setup

AP - Accounts Payable Listing : Entry Order

Filter Options

Starting: 9/10/2012

Ending: 9/10/2012

Banks: All

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

Payables: All

Check Approval List

9/5/2012 3:49:26 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>
17302		ATCO		Street - Protective Street Coating	9/10/2012	\$364.00
17300		American Red Cross		Swimming Pool - Facility Use	9/10/2012	\$300.00
17301		Arrow Seed		Park - Seed	9/10/2012	\$17.99
17303		Broken Bow Municipal Utilities		Utilities/Trash Removal	9/10/2012	\$7,797.35
17304		Broken Bow Ready Mix		Street - Concrete South 1st, Memorial	9/10/2012	\$4,668.45
17305		Capital City Concepts		General - Comparability Study	9/10/2012	\$7,529.99
17306		Card Services		Street - Hose/Tarps/Hand Tools	9/10/2012	\$229.17
17307		Century Link		Telephone Service	9/10/2012	\$670.88
17308		CitiBusiness Card		Police - Oil	9/10/2012	\$27.48
17310		Eakes Office Products		General - Office Supplies	9/10/2012	\$71.56
17311		Great Plains Communications		Police - Internet Services - 3 months	9/10/2012	\$266.85
17312		Great Plains Communications		Wireless Internet	9/10/2012	\$47.95
17314		Holcomb Mechanical		Public Bldg - Air Conditioning Unit	9/10/2012	\$8,764.34
17315		ICMA Memberships		General - Administrator Job Advertisement	9/10/2012	\$450.00
17316		Instant Rain Lawn Irrigation		General - Underground Sprinklers at	9/10/2012	\$3,640.36
17317		JEO		General - Engineering Aquatic Facility	9/10/2012	\$2,621.01
17318		Jacks Uniforms & Equipment		Police - External Carriers for Bullet Proof	9/10/2012	\$252.84
17319		Master Cleaners		Public Bldg - Mopheads	9/10/2012	\$14.18
17320		Mead Lumber - Broken Bow		Street - Batteries/Lumber/Siding/Supplies	9/10/2012	\$594.39
17321		Ne Dept of Agriculture		Police - Dog Pound License Renewal	9/10/2012	\$150.00
17309		Ne Dept of Env Quality		Sanitation - CD Cell License	9/10/2012	\$750.00
17322		Nebraska Municipal Power Pool		General - Project Upgrade Dues Assessment	9/10/2012	\$5,390.40
17323		Office Net		General - Copier Lease	9/10/2012	\$432.80
17324		Overnite Auto		Park - Starter for Chevy Pickup	9/10/2012	\$271.84
17325		Prachts Ace Hardware		Supplies	9/10/2012	\$653.23
17326		Quill Corporation		Office Supplies	9/10/2012	\$565.77
17328		S&L Sanitary Service		Park - Trash Removal	9/10/2012	\$42.00
17329		SourceGas		Utilities	9/10/2012	\$175.06
17327		Steve Scott		Police - Reimbursement on Postage	9/10/2012	\$35.36
17330		Telephone Systems of Nebraska		General - Security Cameras for Pool	9/10/2012	\$6,133.32
17331		Trotter Service		Gasoline	9/10/2012	\$3,400.14
17332		Two Reds Automotive		Street - Supplies	9/10/2012	\$43.91
17333		United Industries		General - Portable Life Guard Chairs	9/10/2012	\$1,105.82
17313		Waterworks		Firemen - New Hydrants	9/10/2012	\$1,555.00
						<hr/> <hr/>
						\$59,033.44

Report Selection: Check Approval List - By Vendor

Date Range Selection: Invoice Due Date

Starting Date: 9/10/2012

Ending Date: 9/10/2012

Check Approval List - GL Account

9/5/2012 3:49:37 PM

City of Broken Bow

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<u>Vendor Name</u>	<u>Invoice</u>	<u>Invoice Description</u>	<u>Account Description</u>	<u>Amount</u>
General				
Broken Bow Municipal Utilities		Utilities/Trash Removal	Weather Station Expens	\$21.72
Capital City Concepts		General - Comparability Study	Miscellaneous Expense	\$7,529.99
Eakes Office Products		General - Office Supplies	Supplies & Postage	\$71.56
ICMA Memberships		General - Administrator Job Advertisement	Printing & Publication	\$450.00
Instant Rain Lawn Irrigation		General - Underground Sprinklers at Indian	Sales Tax Infra Projects	\$3,640.36
JEO		General - Engineering Aquatic Facility	Aquatic Facility	\$2,621.01
Nebraska Municipal Power Pool		General - Project Upgrade Dues Assessme	Association Dues	\$5,390.40
Office Net		General - Copier Lease	Equipment Purchases	\$432.80
Steve Scott		Police - Reimbursement on Postage and Su	Supplies & Postage	\$23.00
Telephone Systems of Nebraska		General - Security Cameras for Pool	Aquatic Facility	\$6,133.32
United Industries		eneral - Portable Life Guard Chairs	Aquatic Facility	\$1,105.82
			Total General	\$27,419.98
Municipal Building				
Broken Bow Municipal Utilities		Utilities/Trash Removal	Trash Removal	\$22.25
Broken Bow Municipal Utilities		Utilities/Trash Removal	Utilities	\$910.40
Century Link		Telephone Service	Telephone	\$191.88
Holcomb Mechanical		Public Bldg - Air Conditioning Unit	Equipment Purchases	\$8,764.34
Master Cleaners		Public Bldg - Mopheads	Maintenance & Repair B	\$14.18
Prachts Ace Hardware		Supplies	Building Cleaning Suppl	\$199.88
SourceGas		Utilities	Utilities	\$76.25
			Total Municipal Building	\$10,179.18
Handi Bus				
Century Link		Telephone Service	Telephone	\$51.78
Trotter Service		Gasoline	Gas and Oil	\$367.11
			Total Handi Bus	\$418.89
Police				
Broken Bow Municipal Utilities		Utilities/Trash Removal	Utilities	\$36.84
Broken Bow Municipal Utilities		Utilities/Trash Removal	Dog Care	\$21.55
Century Link		Telephone Service	Telephone	\$223.67
CitiBusiness Card		Police - Oil	Gas and Oil	\$27.48
Great Plains Communications		Police - Internet Services - 3 months	Computers	\$266.85
Jacks Uniforms & Equipment		Police - External Carriers for Bullet Proof Ve	Equipment Purchases	\$252.84
Ne Dept of Agriculture		Police - Dog Pound License Renewal	Dog Care	\$150.00
Quill Corporation		Office Supplies	Supplies & Postage	\$285.71
SourceGas		Utilities	Utilities	\$16.13
Steve Scott		Police - Reimbursement on Postage and Su	Supplies & Postage	\$12.36
Trotter Service		Gasoline	Gas and Oil	\$977.10
Trotter Service		Gasoline	Maintenance & Repair E	\$20.00
			Total Police	\$2,290.53
Rescue Unit				
Quill Corporation		Office Supplies	Supplies & Postage	\$110.04
Trotter Service		Gasoline	Gas and Oil	\$138.66
			Total Rescue Unit	\$248.70
Fire				
Broken Bow Municipal Utilities		Utilities/Trash Removal	Trash Removal	\$30.75
Broken Bow Municipal Utilities		Utilities/Trash Removal	Utilities	\$567.25
Quill Corporation		Office Supplies	Supplies & Postage	\$170.02
SourceGas		Utilities	Utilities	\$58.65
Waterworks		Firemen - New Hydrants	Hydrants	\$1,555.00
			Total Fire	\$2,381.67
Library				
Broken Bow Municipal Utilities		Utilities/Trash Removal	Trash Removal	\$22.25
Broken Bow Municipal Utilities		Utilities/Trash Removal	Utilities	\$750.89
Century Link		Telephone Service	Telephone	\$78.26
SourceGas		Utilities	Utilities	\$24.03
			Total Library	\$875.43
Street				

Check Approval List - GL Account

9/5/2012 3:49:37 PM

City of Broken Bow

Page 2 of 2

<u>Vendor Name</u>	<u>Invoice</u>	<u>Invoice Description</u>	<u>Account Description</u>	<u>Amount</u>
Street				
ATCO		Street - Protective Street Coating	Maintenance & Repair E	\$364.00
Broken Bow Municipal Utilities		Utilities/Trash Removal	Trash Removal	\$15.58
Broken Bow Municipal Utilities		Utilities/Trash Removal	Utilities	\$215.04
Broken Bow Ready Mix		Street - Concrete South 1st, Memorial, North	Street Construction	\$4,668.45
Card Services		Street - Hose/Tarps/Hand Tools	Maintenance & Repair E	\$229.17
Century Link		Telephone Service	Telephone	\$35.31
Great Plains Communications		Wireless Internet	Telephone	\$23.98
Mead Lumber - Broken Bow		Street - Batteries/Lumber/Siding/Supplies	Maintenance & Repair B	\$594.39
Trotter Service		Gasoline	Gas and Oil	\$961.23
Two Reds Automotive		Street - Supplies	Maintenance & Repair E	\$43.91
			Total Street	\$7,151.06
Park				
Arrow Seed		Park - Seed	Supplies & Postage	\$17.99
Broken Bow Municipal Utilities		Utilities/Trash Removal	Trash Removal	\$2,304.57
Broken Bow Municipal Utilities		Utilities/Trash Removal	Utilities	\$6.67
Broken Bow Municipal Utilities		Utilities/Trash Removal	Utilities	\$92.16
Century Link		Telephone Service	Telephone	\$44.99
Great Plains Communications		Wireless Internet	Telephone	\$23.97
Overnite Auto		Park - Starter for Chevy Pickup	Maintenance & Repair E	\$271.84
Prachts Ace Hardware		Supplies	Maintenance & Repair B	\$266.53
S&L Sanitary Service		Park - Trash Removal	Trash Removal	\$42.00
Trotter Service		Gasoline	Gas and Oil	\$936.04
			Total Park	\$4,006.76
Swimming Pool				
American Red Cross		Swimming Pool - Facility Use	Red Cross Training	\$300.00
Broken Bow Municipal Utilities		Utilities/Trash Removal	Utilities	\$2,739.71
Century Link		Telephone Service	Telephone	\$44.99
Prachts Ace Hardware		Supplies	Miscellaneous Expense	\$186.82
			Total Swimming Pool	\$3,271.52
Sanitation				
Broken Bow Municipal Utilities		Utilities/Trash Removal	Sanitation Contract	\$39.72
Ne Dept of Env Quality		Sanitation - CD Cell License	Sanitation Contract	\$750.00
			Total Sanitation	\$789.72
				<u>\$59,033.44</u>

Report Selection: Check Approval List - GL Account

Date Range Selection: Invoice Due Date

Starting Date: 9/10/2012

Ending Date: 9/10/2012

City of Broken Bow

Monday, September 10, 2012

City Council Regular Session

Approval of Jace Walker as a member of the Broken Bow Volunteer Fire Department

Staff Contact: Andy Holland

Broken Bow Volunteer Fire Department

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

Application for Membership

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

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

Name Jace Walker Occupation Machine operator
Address 1049 N 14th Ave Business Address Box 627 North 1st Ave
Phone Number 308-764-7178 Business Phone 308-872-6477
Date of Birth Sept 6 1988 Age 23 Sex m Race white SSN [REDACTED]
Married Single ☒ Number of Dependents 1 How Long Have You Lived in Broken Bow City Limits 2 yes
ALIAS/ AKA LIST ANY OTHER NAMES USED: Maiden, married, adopted, nicknames, short names, etc _____

Employer Sargent Pipe How Long Have You Been Employed There: 2 yes
Do You Work: Days X Nights _____ What Hours: 7am - 5 pm
How Many Days A Week: 5 In Town _____ Out Of Town 2 Both _____
Formal Education Mid Plains Com. College (Welding) Fire Service Experience grass and hay fires
Disabilities or Ailments _____

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

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

EMPLOYER'S SIGNATURE: [Signature] DATE: 2-12-12

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

SPOUSE, PARENT OR LEGAL GUARDIAN'S SIGNATURE _____ DATE _____

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

APPLICANT'S SIGNATURE Jace J. Walker DATE 7-12-12

PROPOSER: [Signature] DATE 7-17-12

MEMBER: [Signature] DATE: 7-17-12 FIRE CHIEF: [Signature]

RESIVED ON 10/26/2011 BY ACH 410

City of Broken Bow

Monday, September 10, 2012

City Council Regular Session

Approval of Membership Roster for the Broken Bow Volunteer Fire Department effective September 10, 2012

Staff Contact: Andy Holland



Broken Bow Volunteer Fire Department

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

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

Andy Holland, Facilitator

Kem Oatman Fire Chief

Official Roster

Effective on September 10, 2012 CITY

Effective on September 18, 2012 Rural

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

City of Broken Bow

Monday, September 10, 2012

City Council Regular Session

Appointment of Councilmember East Ward

Appointment and Swearing of Councilmember East Ward to fill two year vacancy

Staff Contact: Mayor

City of Broken Bow

Monday, September 10, 2012

City Council Regular Session

Election of Council President

Staff Contact: Mayor Cecil Burt

City of Broken Bow

Monday, September 10, 2012

City Council Regular Session

Appointment of Amy Taylor to the Park Board

Appointment of Amy Taylor to fill vacancy on Park Board due to the resignation of Mike Hunsberger whose term will expire February, 2013

Staff Contact: Mayor Cecil Burt

City of Broken Bow

Monday, September 10, 2012

City Council Regular Session

Appointment of Lori Reynolds to Park Board

Appointment of Lori Reynolds to fill vacancy on Park Board due to resignation of Michelle Zlomke which term will expire February, 2014

Staff Contact: Mayor Cecil Burt

City of Broken Bow

Monday, September 10, 2012

City Council Regular Session

John Trecek from Ameritas discussion of Issuance of Various Purpose Bonds

For Utility Improvement and College Estates Subdivision

Staff Contact: Mayor Cecil Burt

City of Broken Bow

Monday, September 10, 2012

City Council Regular Session

Park Board recommendation to approve quote from Ron Ripp Construction to rebuild dock at Melham Pond

*Park Board recommendaton to approve quote from Ron Ripp Construction in the amount of \$8500 to
rebuild the dock at the Melham Pond*

Staff Contact: Park Superintendent

Park Board Recommendations from September 4th Meeting

1. Recommendation from Park Board to City Council to appoint Amy Taylor and Lori Reynolds to fill the 2 current vacancies on the Park Board. They will replace Michelle Zlomke and Mike Hunsberger who have resigned from the board. Motion was made by Jason Ryneearson/ 2nd by Jerry Pomplun AMPVF

2. The Park Board revisited the recommendation to refurbish the outdoor tennis courts at Tomahawk Park. After a time of discussion the revised recommendation is being sent to the Council The recommendation is in the same order as last time with one important adjustment. The Park Board recommends the following:

A. Refurbishment of the 3 outdoor courts (2 for tennis, 1 for basketball) and the half-court. \$15,750

B. Fencing \$4,550

C. Wind screens/tennis nets \$1490

D. Electrical \$2,000

Total cost of refurbishment would be \$23,700

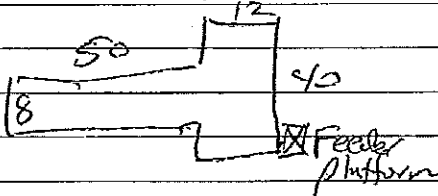
Motion to recommend to Council as amended by Jerry Pomplun/ 2nd by Jason Ryneearson. AMPVF

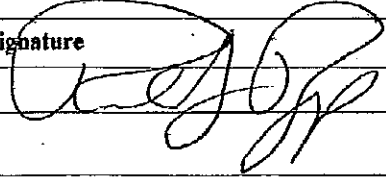
3. The Park Board recommends to the Council the approval of quote from Ron Ripp Construction of \$8,500 to rebuild the dock at the Melham pond. This quote includes cutting down the existing piers to lower the dock to 30 to 36 inches above the water. The lowering of the dock will meet ADA requirements and be constructed of green-treated lumber. Motion by Jason Ryneearson/ 2nd by Jerry Pomplun. AMPVF

Ron Ripp Construction
 1723 North B Street
 Broken Bow, NE 68822
 308-872-5618

City of Broken Bow
 Parks Dept
 Broken Bow NE 68822

Fishing Dock Melham Lake

Quantity	Description	Total
		
	Remove Existing and Cut Down Height to meet ADA (Existing 80") Final (30"-36" off water)	
	Green Treated (No Stain) Material 1/600	\$ 8500 ⁰⁰
	Option #1 Composite Top green treat Stringer & Rails	\$ 12,000 ⁰⁰
	- 2x6 Decking	
	- Stringers 16" OC	
	- Rails & Benches similar to Existing	
	- Cast Curb	
	- Slope no more than 1" / foot	
	Totals	

Signature: 
 Date: 8-15-2012
 Date: _____

City of Broken Bow

Monday, September 10, 2012

City Council Regular Session

Recommendation of Park Board to refurbish the 3 outdoor tennis courts with 2 being used for tennis and one for basketball

Recommendation of the Park Board to refurbish the three outdoor tennis courts with two being used for tennis and one being used for basketball in an amount of \$23,700.

Staff Contact: Park Superintendent

Park Board Recommendations from September 4th Meeting

1. Recommendation from Park Board to City Council to appoint Amy Taylor and Lori Reynolds to fill the 2 current vacancies on the Park Board. They will replace Michelle Zlomke and Mike Hunsberger who have resigned from the board. Motion was made by Jason Ryneearson/ 2nd by Jerry Pomplun AMPVF

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C. Wind screens/tennis nets \$1490

D. Electrical \$2,000

Total cost of refurbishment would be \$23,700

Motion to recommend to Council as amended by Jerry Pomplun/ 2nd by Jason Ryneearson. AMPVF

3. The Park Board recommends to the Council the approval of quote from Ron Ripp Construction of \$8,500 to rebuild the dock at the Melham pond. This quote includes cutting down the existing piers to lower the dock to 30 to 36 inches above the water. The lowering of the dock will meet ADA requirements and be constructed of green-treated lumber. Motion by Jason Ryneearson/ 2nd by Jerry Pomplun. AMPVF

City of Broken Bow

Monday, September 10, 2012

City Council Regular Session

Readvertise sale of South 5th Park Lots

Staff Contact: City Attorney

Councilman _____ introduced the following resolution and moved its adoption:

RESOLUTION 2012-11

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

1. The City Council hereby directs the sale by the City of Broken Bow, Nebraska of real estate described as follows, to-wit:

A tract of land located in block 6 and block 7, (Block 6 and Block 7 are sometime referred to as lot 6 and lot 7) F. Reyner's Addition, Broken Bow, Nebraska, described as follows:

Commencing at the SW corner of block 7, F. Reyner's Addition, Broken Bow, Nebraska; Thence S89°42'46"E on the South line of said block 7, 285.00 feet to the point of beginning of tract II; Thence N00°13'02"E, 326.47 feet to the SE corner of a tract of land surveyed by Harold J. Norris LS # 11, Dated May 10, 1976; Thence continuing N00°13'02"E on the East line of said tract, 326.35 feet to a point on the North line of block 6 of said F. Reyner's Addition; Thence S89°24'23"E on the North line of block 6 of said F. Reyner's Addition, 114.00 feet to the West right-of-way line of a platted alley for a replat of South Park Subdivision filed December 31st, 2002; Thence S00°27'53"W on the West Alley right-of-way line, 652.21 feet to a point on the South line of said block 7; Thence N89°42'46"W, on the South line of said block 7, 111.19 feet to the point of beginning containing 1.69 acres more or less.

in the following manner and on the following terms: The sale shall be by sealed bids for cash to be opened at the Council Chambers in the City of Broken Bow, Nebraska, commencing at 12:00 Noon on October _____, 2012. Bids to be submitted by 12:00 P.M. October _____, 2012. A minimum price of \$ _____ is established. The sale shall be for cash. The marketability of the title to the property is not guaranteed. The City will not furnish to the purchaser an abstract of title or title insurance. City will retain all current easements and future utility easements.

2. The Clerk shall cause notice of the sale and terms of the sale to be given pursuant to Neb Rev Stat 17-503.01.

3. The City reserves the right to reject all bids for said tract.

Passed and approved this 10th day of September, 2012.

Mayor , Cecil Burt

Attest:

City Clerk, Elaine L. Bayer

Councilman _____ seconded the motion for the adoption of the above resolution. The Mayor stated the motion and the City Clerk called the roll. On roll call, the following voted in favor of the passage of said motion: _____. The following voted against the same: _____. The Mayor thereupon declared said motion carried and said resolution adopted.

City of Broken Bow

Monday, September 10, 2012

City Council Regular Session

Discussion of Sale of Indian Hills Property

Staff Contact: Zoning Administrator

City of Broken Bow

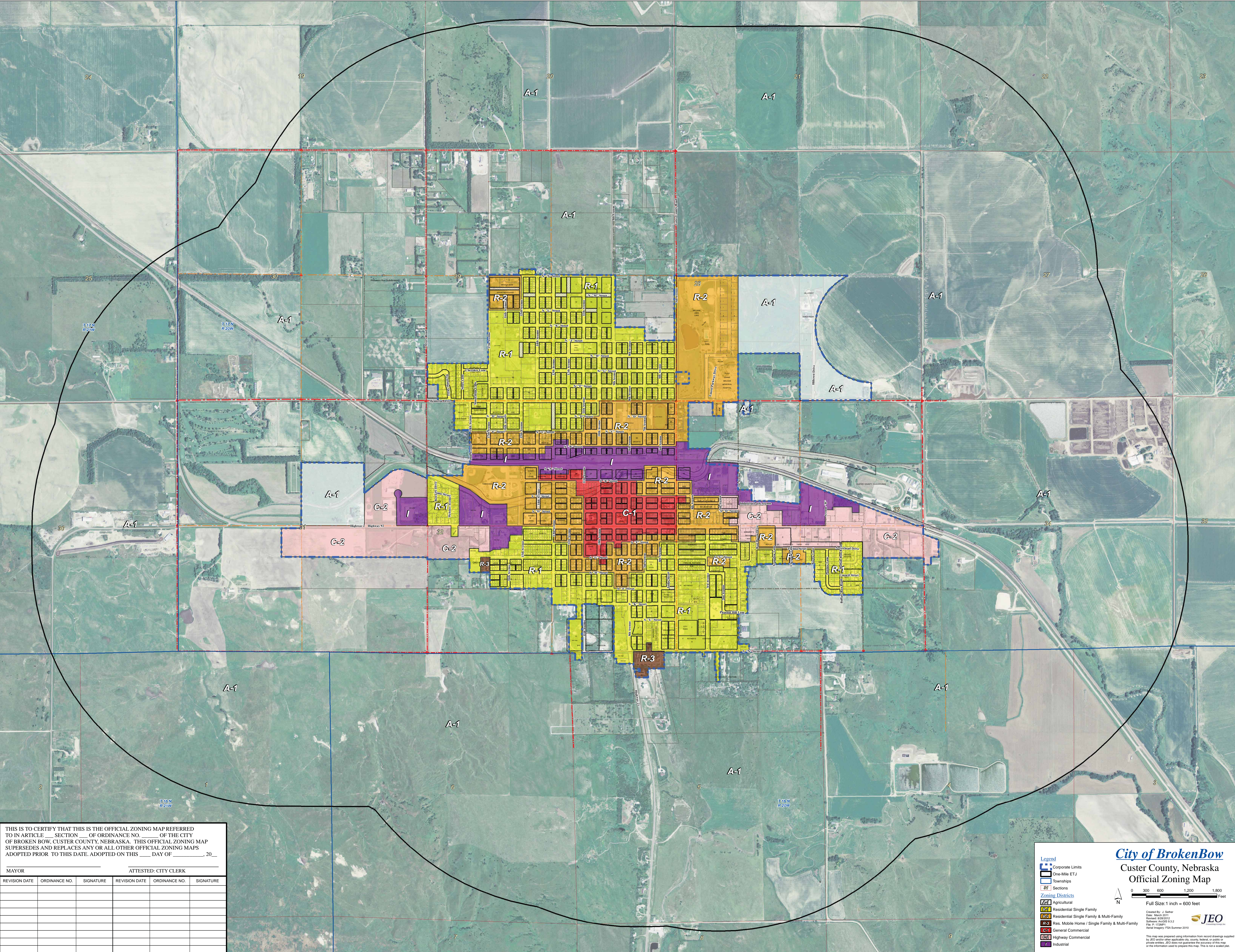
Monday, September 10, 2012

City Council Regular Session

Approval of Official City Zoning Map

Approval of Official City Zoning Map to include updated zoning changes

Staff Contact: Zoning Administrator



THIS IS TO CERTIFY THAT THIS IS THE OFFICIAL ZONING MAP REFERRED TO IN ARTICLE ____ OF ORDINANCE NO. ____ OF THE CITY OF BROKEN BOW, CLUSTER COUNTY, NEBRASKA. THIS OFFICIAL ZONING MAP SUPERSEDES AND REPLACES ANY OR ALL OTHER OFFICIAL ZONING MAPS ADOPTED PRIOR TO THIS DATE. ADOPTED ON THIS ____ DAY OF ____, 20__

MAYOR			ATTESTED: CITY CLERK		
REVISION DATE	ORDINANCE NO.	SIGNATURE	REVISION DATE	ORDINANCE NO.	SIGNATURE

City of Broken Bow
Cluster County, Nebraska
Official Zoning Map

0 300 600 1,200 1,800 Feet
Full Size: 1 inch = 600 feet

Created By: J. Satter
Date: March 2011
Revised: 03/2012
Software: ArcGIS 9.3.2
File: P. 12345
Aerial Imagery: FSA Summer 2010

JEO
Professional Engineer

This map was prepared using information from record drawings supplied by JEO and/or other applicable city, county, federal, or public or private entities. JEO does not guarantee the accuracy of this map or the information used to prepare this map. This is not a scaled plot.

Legend

- Corporate Limits
- One-Mile ETJ
- Townships
- Sections

Zoning Districts

- A-1 Agricultural
- R-1 Residential Single Family
- R-2 Residential Single Family & Multi-Family
- R-3 Res. Mobile Home / Single Family & Multi-Family
- C-1 General Commercial
- C-2 Highway Commercial
- I Industrial

City of Broken Bow

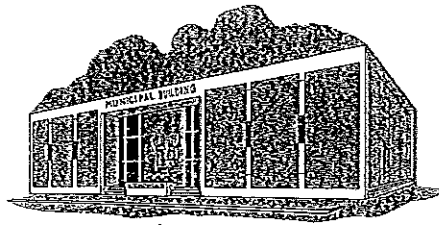
Monday, September 10, 2012

City Council Regular Session

Request to close the north-south alley on South C Street between South 8th and South 9th on September 27-29, 2012 and October 18-21, 2012

Request to close the north-south alley on South C Street between South 8th and South 9th for the Junk Jaunt on September 27-29, 2012 and Follow The Rails Art Trail on October 18-21, 2012

Staff Contact: City Clerk



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: Lisa Moody dba The French Table LLC

Address: 822 So C
Broken Bow, NE

Telephone #: 308.730.2440

Date of Request: * Sept. 27-29 & * Oct 18-21

Description of Requested Topic: To close off alley for (NTS only)
retail use. Closed area in alley affects
Central IT & The Outfitters. Both parties agree
to support my request. Saw horse to be placed
@ curb to prevent people from turning into alley.
Steve Scott, Chief of Police has viewed & approved.

* Junk Taunt
* Following the Rails Art Trail

(all pcs will be free standing -
NO tent will be
erected)

City of Broken Bow

Monday, September 10, 2012

City Council Regular Session

Approval of Alicia Toczek as the Responsible Charge for the Broken Bow 5th Avenue Connector Trail

*Approval of Alicia Toczek as the Responsible Charge for the Grant received by the City of Broken Bow
through the NDOR for the 5th Avenue Connector Trail Project*

Staff Contact: City Attorney

City of Broken Bow

Monday, September 10, 2012

City Council Regular Session

Approve Agreement between Alicia Toczek and the City of Broken Bow

Approval of Agreement between Alicia Toczek and the City of Broken Bow as the Responsible Charge for the 5th Avenue Trail Connector Project

Staff Contact: City Attorney

NDOR Project Number: ENH-21(27)
NDOR Control Number: CN61548
NDOR Project Name: BB 5th Ave Connector Trail
Name of Responsible Charge Person: Alicia Toczek
Date: September 10, 2012

**NEBRASKA LOCAL PUBLIC AGENCY
INTERLOCAL COOPERATION ACT AGREEMENT**

PARTIES

THIS AGREEMENT ("Agreement") is entered into by City of Broken Bow, the Receiving LPA and City of Loup City, the Assisting Public Entity. The County, Municipality or other public entity undertaking the Federal-aid highway project will be referred to herein as the Receiving LPA. The public entity providing the services of an employee to act as a Responsible Charge (RC) will herein be referred to as Assisting Public Entity.

PURPOSE

This Agreement is entered into pursuant to Neb. Rev. Stat. § 13-801 et. seq., and shall be considered an interlocal agreement to the extent allowable for the purposes of Neb. Rev. Stat. § 13-501 et seq., and Neb. Rev. Stat. § 77-3401 et seq. The purpose of this Agreement is to provide the terms for the Assisting Public Entity to provide the services of its employee to act as the RC for a Federally funded (through FHWA) transportation project of the Receiving LPA.

RECITALS

WHEREAS, Receiving LPA intends to complete the design and construction of a county road, city street or other Federal-aid transportation improvement project identified as NDOR Project Number ENH-21(27) , NDOR Control Number CN61548, Broken Bow 5th Avenue Connector Trail, for which Receiving LPA intends to be fully eligible to receive Federal-aid highway transportation project funds.

WHEREAS, Receiving LPA cannot provide a full-time public employee to carry out the responsibilities for its Federal-aid transportation project.

WHEREAS, Assisting Public Entity has a full-time public employee on staff who has successfully completed required training to serve as a RC for a Federal-aid transportation project. According to the terms of this Agreement, Assisting Public Entity is willing to provide the services of this employee to Receiving LPA to be in day-to-day responsible charge of all aspects of Receiving LPA's project, from planning through post-construction activities, so that the project remains eligible for Federal-aid transportation project funding.

WHEREAS, the parties understand that Receiving LPA must comply with all terms of 23 C.F.R. § 635.105(c) in order for this Federal-aid transportation project to be eligible for Federal funding. The parties intend for Receiving LPA to comply with these requirements by using Assisting Public Entity's employee who will be in responsible charge of the Federal-aid transportation project and will ensure that, at a minimum, (1) all aspects of the project receive independent and careful development,

supervision and inspection, (2) the project is constructed in compliance with the plans and specifications, (3) all aspects of the project, from planning through construction activities, including all environmental commitments are carried out according to applicable requirements and remain eligible for Federal funding, and (4) decisions made and actions taken for the project have adequate supporting documentation filed in an organized fashion.

THEREFORE, in consideration of the mutual promises set out herein, the parties agree as follows:

DEFINITIONS

For purposes of this Agreement, the following definitions will apply:

Fully qualified means a person who has satisfactorily completed all applicable NDOR training courses and who has met the other requirements necessary to be included on the NDOR list of LPA RCs.

Full-time public employee means a public employee who meets all the requirements and is afforded all the benefits of full-time employees as that phrase is applied to other employees of the employing public entity. A person is not a full-time public employee if that person provides outside private consulting services, or is employed by any private entity, unless that person can prove to NDOR in advance, that employee's non-public employment is in a field unrelated to any aspect of the project for which Federal aid is sought.

Public employee means a person who is employed solely by a county, a municipality, a political subdivision; a Native American tribe; a school district; another entity that is either designated by statute as public or quasi-public; or an entity included on a list of entities determined by the Nebraska Department of Roads, and approved by FHWA, as fulfilling public or quasi-public functions.

Responsible Charge means the public employee who is fully empowered by LPA and has actual day-to-day working knowledge and responsibility for all decisions related to all aspects of the Federal-aid project from planning through construction project activities, including all environmental commitments. RC is the day-to-day project manager, and the LPA's point-of-contact for the project. Responsible charge does not mean merely delegating the various tasks; it means active day-to-day involvement in identifying issues, investigating options, working directly with stakeholders, making decisions, and actively monitoring project construction. It is understood that RC may elect to use consultants to provide certain technical tasks associated with the project so long as RC actively manages and represents the owner's interests in those technical tasks.

DUTIES OF ASSISTING PUBLIC ENTITY

The Assisting Public Entity hereby agrees to provide Alicia Toczek to serve as the RC for Receiving LPA's Federal-aid transportation project identified as NDOR Project Number ENH-21(27), NDOR Control Number CN61548, Broken Bow 5th Ave Connector Trail. Assisting Public Entity pledges and agrees that:

- 1) This person is a **full-time public employee** of Assisting Public Entity.
- 2) This person is fully qualified and has successfully completed required training to serve as a RC.
- 3) It must require the RC to attend and complete following activities: participation in an annual workshop, which will be based on recommendations of the QA/QC program. Attendance at this workshop will fulfill the requirement for a minimum of 8 hours of professional development hours annually.

- 4) It has authorized this person to be in day-to-day **responsible charge** of Receiving LPA's Federal-aid project and to spend all time reasonably necessary to properly discharge all duties associated with the project, including ensuring that all aspects of the project, from planning through post-construction activities, are in compliance with the LPA Guidelines Manual for Federal-aid Projects, and applicable State and Federal laws, regulations and policies in order to remain eligible for Federal-aid highway project funding.
- 5) It will not assign other duties to this person that would affect his or her ability to properly carry out the duties set out in this Agreement.
- 6) It will support the activities of this person to ensure that Receiving LPA's project is in compliance with the LPA Guidelines Manual for Federal-aid Projects, and applicable State and Federal laws, regulations and policies in order to remain eligible for Federal-aid highway project funding.
- 7) It will take any action necessary to make sure that Receiving LPA and the State of Nebraska Department of Roads, meet their respective obligations set out in 23 C.F.R. § 635.105.

DUTIES OF RECEIVING LPA

The Receiving LPA pledges and agrees that it:

- 1) Will reimburse Assisting Public Entity for the services of the RC in accordance with the terms of this Agreement.
- 2) Will provide necessary office space, materials and administrative support for the RC.
- 3) Will fully cooperate with, support and not unreasonably interfere with the day-to-day control of the RC concerning the acts necessary for making the project eligible for Federal funding.
- 4) Will take all necessary actions to comply and assist the RC in complying with all Federal and State requirements and policies applicable to Federal-aid transportation projects, including, but not limited to, all applicable requirements of 23 C.F.R. § 635.105.
- 5) Will take all necessary actions to ensure that the RCs work on the project would be deemed to meet the same standards that the Nebraska Department of Roads must meet under 23 C.F.R. § 635.105.
- 6) Is ultimately responsible for complying with all Federal and State requirements and policies applicable to Federal-aid highway projects. This includes meeting all post-construction environmental commitments. Receiving LPA understands that non-compliance with in compliance with the LPA Guidelines Manual for Federal-aid Projects, and applicable State and Federal laws, regulations and policies may result in the loss of all Federal funding for the project. In the event that the acts or omissions of RC, Receiving LPA, or its agents or representatives, result in a finding that a project fails to comply with the LPA Guidelines Manual for Federal-aid Projects, and applicable State and Federal laws, regulations and policies, LPA will be required to repay NDOR some or all previously paid Federal funds and any costs or expenses NDOR has incurred for the project.

NDOR THIRD PARTY RIGHTS

The NDOR is not a signatory to this Agreement and is not assigned specific duties under this Agreement, however the NDOR may exercise the rights of a third party beneficiary to this contract, in the event of a default, or if it determines, in its sole discretion, that it would be in the best interest of the State to exercise its rights.

PAYMENT

In order to serve as RC, Receiving LPA shall pay to Assisting Public Entity the amount of \$30.00 per hour and \$0.55 per mile. Unless mutually agreed otherwise, the Assisting Public Entity shall bill the Receiving LPA for all expenses not later than 45 days following the period of RC.

INSURANCE

Assisting Public Entity and Receiving LPA shall each bear the risk of its own actions, as it does with its day-to-day operations.

The RC shall not begin work under this Agreement until it has shown proof that the Assisting Public Entity has in effect all insurance coverage required under this section.

- A. Workers' Compensation and Employers Liability Insurance
The minimum acceptable limits shall be the statutory limits as required by the State of Nebraska for Coverage A, Workers' Compensation and \$500,000 each accident for Coverage B, Employers Liability.
- B. Commercial General Liability Insurance
The minimum acceptable limits of liability shall be \$1,000,000 each occurrence. If the coverage contains a general aggregate, such limit shall not be less than \$2,000,000. The Receiving LPA is to be included as an additional insured on the insurance coverage required under this section.
- C. Automobile Liability Insurance
The minimum acceptable limit of liability shall be \$1,000,000 Combined Single Limit for each accident. The Receiving LPA is to be included as an additional insured on the insurance coverage required under this section.
- D. Professional Liability Insurance
Coverage shall be for wrongful acts, errors or omissions. The minimum acceptable limits of liability shall be \$1,000,000 each occurrence. If the coverage contains a general aggregate, such limit shall not be less than \$2,000,000.
- E. Certificate of Insurance
The Assisting Public Entity shall furnish the Receiving LPA with a certificate(s) of insurance evidencing the coverages required in this section. If the certificate(s) is shown to expire prior to completion of all the terms of this Agreement, the Assisting Public Entity shall furnish a certificate(s) of insurance evidencing renewal of its coverage to the Receiving LPA.

INDEMNIFICATION

Each party hereto agrees to indemnify and hold harmless the other parties from and against all losses, liability, expenses, damages and claims, including attorney's fees, arising out of or resulting from the indemnifying party's acts or omissions in performing under this Agreement, except to the extent caused by negligent or willful act or omission of the other party. Each party agrees to provide liability insurance to indemnify itself in the event that it becomes liable for the payment of a judgment based upon its acts or omissions, or the acts or omissions of its agents or employees in performing this Agreement.

TERM AND DURATION

This Agreement shall become effective as to each party on the date such party executes the Agreement and shall continue in force and remain binding until said party terminates the agreement. This Agreement shall remain effective until the completion of the project, or January 31, 2015 *[or whatever date the parties want to insert]*. If the project is not completed by that date, this Agreement must continue in effect as agreed to by the parties.

TERMINATION

With 30 days written notice, either party may terminate this Agreement. A new fully-qualified RC must be assigned to the project by the Receiving LPA prior to termination of this Agreement, or the project may be found to be ineligible for Federal funds.

NOW THEREFORE, in consideration of the covenants and obligations contained herein, the Assisting Public Entity and the Receiving LPA duly execute this NEBRASKA LOCAL PUBLIC AGENCY INTERLOCAL COOPERATION ACT AGREEMENT.

Name of Assisting Public Entity

Print name of Mayor/Chairperson/Chief Executive Officer of Assisting Public Entity

Signature of Mayor/Chairperson/Chief Executive Officer of Assisting Public Entity

Attest:

[Signature and stamp of City or County Clerk or Corporate Secretary]

[This document must be accompanied by a resolution from the governing body which authorizes the person above to sign on behalf of Assisting Public Entity.]

Name of Receiving LPA

Print name of Mayor/Chairperson/Chief Executive Officer of Receiving LPA

Signature of Mayor/Chairperson/Chief Executive Officer of Receiving LPA

Attest:

[Signature and stamp of City or County Clerk or Corporate Secretary]

*[This document must be accompanied by a resolution from the governing body
which authorizes the person above to sign on behalf of the Receiving LPA.]*

City of Broken Bow

Monday, September 10, 2012

City Council Regular Session

Discussion of possible change of meeting dates

Staff Contact: Mayor

City of Broken Bow

Monday, September 10, 2012

City Council Regular Session

Approval of Miller & Associates to complete Renewal Application for Construction and Demolition Waste Landfill

Staff Contact: Mayor Cecil Burt

City of Broken Bow

Monday, September 10, 2012

City Council Regular Session

Resolutiion 2012-11 authorizing the sale of Lots at South 5th Park

Staff Contact: City Attorney

Councilman _____ introduced the following resolution and moved its adoption:

RESOLUTION 2012-11

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

1. The City Council hereby directs the sale by the City of Broken Bow, Nebraska of real estate described as follows, to-wit:

A tract of land located in block 6 and block 7, (Block 6 and Block 7 are sometime referred to as lot 6 and lot 7) F. Reyner's Addition, Broken Bow, Nebraska, described as follows:

Commencing at the SW corner of block 7, F. Reyner's Addition, Broken Bow, Nebraska; Thence S89°42'46"E on the South line of said block 7, 285.00 feet to the point of beginning of tract II; Thence N00°13'02"E, 326.47 feet to the SE corner of a tract of land surveyed by Harold J. Norris LS # 11, Dated May 10, 1976; Thence continuing N00°13'02"E on the East line of said tract, 326.35 feet to a point on the North line of block 6 of said F. Reyner's Addition; Thence S89°24'23"E on the North line of block 6 of said F. Reyner's Addition, 114.00 feet to the West right-of-way line of a platted alley for a replat of South Park Subdivision filed December 31st, 2002; Thence S00°27'53"W on the West Alley right-of-way line, 652.21 feet to a point on the South line of said block 7; Thence N89°42'46"W, on the South line of said block 7, 111.19 feet to the point of beginning containing 1.69 acres more or less.

in the following manner and on the following terms: The sale shall be by sealed bids for cash to be opened at the Council Chambers in the City of Broken Bow, Nebraska, commencing at 12:00 Noon on October _____, 2012. Bids to be submitted by 12:00 P.M. October _____, 2012. A minimum price of \$ _____ is established. The sale shall be for cash. The marketability of the title to the property is not guaranteed. The City will not furnish to the purchaser an abstract of title or title insurance. City will retain all current easements and future utility easements.

2. The Clerk shall cause notice of the sale and terms of the sale to be given pursuant to Neb Rev Stat 17-503.01.

3. The City reserves the right to reject all bids for said tract.

Passed and approved this 10th day of September, 2012.

Mayor , Cecil Burt

Attest:

City Clerk, Elaine L. Bayer

Councilman _____ seconded the motion for the adoption of the above resolution. The Mayor stated the motion and the City Clerk called the roll. On roll call, the following voted in favor of the passage of said motion: _____. The following voted against the same: _____. The Mayor thereupon declared said motion carried and said resolution adopted.

City of Broken Bow

Monday, September 10, 2012

City Council Regular Session

Resolution 2012-12 Authorizing Mayor to Enter into Interlocal Agreement between the City of Broken Bow and the City of Loup City

Staff Contact: City Attorney

RESOLUTION 2012-12

WHEREAS, the City of Loup City has a public employee on staff, who is qualified and has time and interest in serving as “Responsible Charge”; and

WHEREAS, the City of Broken Bow has requested to enter into a Nebraska Local Public Agency Inter-local Cooperation Act with the City of Loup City for the services of a qualified “Responsible Charge” (RC) for a Federal-Aid project in Broken Bow, and

WHEREAS, the City of Loup City and the City of Broken Bow have agreed on the terms and conditions of said Inter-local Agreement as submitted.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOUP CITY that Alicia J. Toczek, Mayor, is hereby authorized to sign on behalf of the City of Loup City, the Assisting Public Entity, the Nebraska Local Public Agency Inter-local Cooperative Act Agreement for a Federal-Aid project in Broken Bow, Nebraska.

NDOR Project Number: ENH-21(27)

NDOR Control Number: CN61548

NDOR Project Name: Broken Bow 5th Avenue Connector Trail

Passed and approved this 10th day of September, 2012

Mayor

ATTEST:

City Clerk

The foregoing resolution was presented and after discussion, it was moved by _____ and seconded by _____ that said Resolution be adopted, and upon roll call vote, the City Council voted as follows:

AYES:

NAYS:

ABSENT:

The Mayor then declared said motion duly carried and said Resolution adopted this 10th day of September, 2012

City of Broken Bow

Monday, September 10, 2012

City Council Regular Session

Resolutiion 2012-13 authorizing the sale of Lots at Indian Hills

Staff Contact: City Attorney

Councilman _____ introduced the following resolution and moved its adoption:

RESOLUTION2012-13

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

1. The City Council hereby directs the sale by the City of Broken Bow, Nebraska of
real estate described as follows, to-wit:

A TRACT OF LAND LOCATED IN THE SE ¼ OF THE SW ¼ OF SECTION 29, T17N,
R20W OF THE 6TH P.M., CUSTER COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT 110.0' NORTH OF THE SW CORNER OF VACATED
BLOCK OF 56, RAILROAD ADDITION TO BROKEN BOW, CUSTER COUNTY,
NEBRASKA, SAID POINT BEING THE NW CORNER OF A TRACT OF LAND
RECORDED IN DEED BOOK 189, PAGE 675 (RECORDED IN THE CUSTER COUNTY
REGISTER OF DEEDS OFFICE); THENCE N 00°26'38" W ON THE EAST LINE OF 17TH
AVENUE (MILLER STREET). 680.00'; THENCE N 89°33'22" E 318.13' TO THE
CENTERLINE OF VACATED NORTH H STREET (WAITE STREET); THENCE S 00°17'03"
W 319.91' TO THE CENTERLINE OF VACATED NORTH G STREET (HOLCOMB
STREET); THENCE S 01°52'44" E 155.90' TO THE NW CORNER OF A TRACT OF LAND
RECORDED IN DEED BOOK 197, PAGE 408 (RECORDED IN THE CUSTER COUNTY
REGISTER OF DEEDS OFFICE); THENCE S 00°09'55" E ON THE WEST LINE OF SAID
DEEDED TRACT OF LAND 7.96' TO THE NE CORNER OF A TRACT OF LAND
RECORDED IN DEED BOOK 212, PAGE 259; THENCE N 89°43'35" W ON THE NORTH
LINE OF SAID DEEDED TRACT IN DEED BOOK 212, 79.16' TO THE NW CORNER OF
SAID DEEDED TRACT; THENCE S 00°58'32" W ON THE WEST LINE OF SAID DEEDED
TRACT 6.37' TO THE NE CORNER OF A TRACT OF LAND RECORDED IN DEED BOOK
210, PAGE 26 (RECORDED IN THE CUSTER COUNTY REGISTER OF DEEDS OFFICE);
THENCE S 89°59'13" W ON THE NORTH LINE OF 2 TRACTS OF LAND RECORDED IN
DEED BOOK 210, PAGE 26, AND DEED BOOK 189, PAGE 675, (RECORDED IN THE
CUSTER COUNTY REGISTER OF DEEDS OFFICE), 236.67' TO THE POINT OF
BEGINNING, CONTAINING 4.91 ACRES MORE OR LESS

in the following manner and on the following terms: The sale shall be by sealed bids for cash to
be opened at the Council Chambers in the City of Broken Bow, Nebraska, commencing at 12:00
Noon on _____, 2012. Bids to be submitted by 12:00 _____, 2012.
A minimum price of \$_____ is established. The sale shall be for cash. The marketability of
the title to the property is not guaranteed. The City will not furnish to the purchaser an abstract
of title or title insurance.

2. The Clerk shall cause notice of the sale and terms of the sale to be given by publication
once each week for three consecutive weeks in the Custer County Chief, a legal newspaper of

general circulation in the City of Broken Bow, Nebraska.

3. If within thirty days after the third publication of the notice a remonstrance against such sale is signed by registered voters of the City equal in number to thirty percent of the registered voters of the City voting at the last regular municipal election held therein and is filed with the governing body of such City, such property shall not then, nor within one year thereafter, be sold. If the date for filing the remonstrance falls upon a Saturday, Sunday, or legal holiday, the signatures shall be collected within the thirty-day period, but the filing shall be considered timely if filed or postmarked on or before the next business day.

4. The City reserves the right to reject all bids for said tract.

Passed and approved this 10th day of September, 2012.

Mayor

Attest:

City Clerk

Councilman _____ seconded the motion for the adoption of the above resolution. The Mayor stated the motion and the City Clerk called the roll. On roll call, the following voted in favor of the passage of said motion: _____. The following voted against the same: _____. The Mayor thereupon declared said motion carried and said resolution adopted.

Published: September 20, 27 and October 4, 2012

City of Broken Bow

Monday, September 10, 2012

City Council Regular Session

Ordinance 2012-1123 Authorizing the issuance of Various Purpose Bonds

Ordinance No. 2012-1123 authorizing the issuance of various purpose bonds in the amount of \$185,000 to pay for the utility improvements for College Estate Subdivision.

Staff Contact: City Attorney / City Clerk

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ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF VARIOUS PURPOSE BONDS, SERIES 2012, OF THE CITY OF BROKEN BOW, NEBRASKA, OF THE PRINCIPAL AMOUNT OF ONE HUNDRED EIGHTY-FIVE THOUSAND DOLLARS (\$185,000) ISSUED FOR THE PURPOSE OF PAYING THE COST OF SEWER IMPROVEMENTS IN SANITARY SEWER EXTENSION DISTRICT NO. 2012-1 AND PAYING THE COST OF WATER IMPROVEMENTS IN WATER EXTENSION DISTRICT NO. 2012-1; PRESCRIBING THE FORM OF SAID BONDS; PROVIDING FOR A SINKING FUND AND FOR THE LEVY OF TAXES TO PAY SAID BONDS; PROVIDING FOR THE SALE OF THE BONDS; AUTHORIZING THE DELIVERY OF THE BONDS TO THE PURCHASER; PROVIDING FOR THE DISPOSITION OF THE BOND PROCEEDS AND ORDERING THE ORDINANCE PUBLISHED IN PAMPHLET FORM.

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

Section 1. The Mayor and City Council of the City of Broken Bow, Nebraska hereby find and determine as follows: (a) that pursuant to an ordinance heretofore duly enacted and proceedings duly had, Sanitary Sewer Extension District No. 2012 was duly created in the City and that sewer improvements were constructed therein which have been completed and have been, and hereby are, accepted by the City; that the cost of said sewer improvements in said district as certified by the engineers, including interest costs, are found to be not less than \$62,900; that after taking into consideration the application of available monies on hand, there remains due and unpaid to pay the cost of said sewer improvements the sum of \$62,900; and that the City has taken all preliminary steps required for the issuance of \$62,900 District Sanitary Sewer Service Extension Bonds of Sanitary Sewer Extension District No. 2012-1; (b) that pursuant to an ordinance heretofore duly enacted and proceedings duly had, Water Extension District No. 2012-1 was duly created in the City and that water improvements were constructed therein which have been completed and have been, and hereby are, accepted by the City; that the cost of said water improvements in said district as certified by the engineers, including interest costs, are found to be not less than \$122,100; that after taking into consideration the application of available monies on hand to pay the cost of said water improvements the sum of \$122,100; and that the City has taken all preliminary steps required for the issuance of \$122,100 District Water Service Extension Bonds of Water Extension District No. 2012-1 and (c) that pursuant to authority granted by Sections 18-1801 and 18-1802, Reissue Revised Statutes of Nebraska, 2007, the City may combine proposed bond issues into a single bond issue to be designated "Various Purpose Bonds", and that all conditions, acts and things required by law to exist or to be done precedent to the issuance of Various Purpose Bonds, 2012 Series, of the City of Broken Bow, Nebraska, in the principal amount of \$185,000 have been done in due form and time as required by law.

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Section 2. For the purposes set out in Section 1 hereof, there shall be and there hereby are ordered issued Various Purpose Bonds, 2012 Series, of the principal amount of \$185,000 to bear date of original issue of October 16, 2012, and to be in fully registered form. Said bonds shall bear interest at the rates per annum and mature on June 15 of each year in the principal amounts as follows:

<u>Principal Amount</u>	<u>Maturing on June 15 of Year</u>	<u>Interest Rate Per Annum</u>
\$10,000	2013	
10,000	2014	
10,000	2015	
10,000	2016	
10,000	2017	
10,000	2018	
10,000	2019	
10,000	2020	
15,000	2021	
15,000	2022	
15,000	2023	
15,000	2024	
15,000	2025	
15,000	2026	
15,000	2027	

The bonds shall be issued in the denomination of \$5,000 or any integral multiple thereof and shall be numbered from 1 upwards in the order of their issuance. No bond shall be issued originally or upon transfer or partial redemption having more than one principal maturity. The initial bond numbering and principal amounts for each of the bonds issued shall be as directed by the initial purchasers thereof. Interest on the bonds shall be payable semiannually on June 15 and December 15 of each year, starting December 15, 2012. The interest due on each interest payment date shall be payable to the registered owners of record as of the close of business on the last day of the calendar month immediately preceding the calendar month in which the interest payment date occurs (the "Record Date"), subject to the provisions of Section 3 hereof. Payment of interest due on the bonds prior to maturity or redemption shall be made by the Paying Agent and Registrar, as designated pursuant to Section 3 hereof, by mailing a check in the amount due for such interest on each interest payment date to the registered owner of each bond, as of the applicable Record Date, to such owner's registered address as shown on the books of registration, as required to be maintained in Section 3 hereof. Payment of principal due at maturity or at any date fixed for redemption, together with any accrued interest then due, shall be made by said Paying Agent and Registrar to the registered owners upon presentation and surrender of the bonds to said Paying Agent and Registrar. In the event that bonds of this issue are held in the nominee name of a national clearinghouse or depository, payment of principal or interest shall be made by wire transfer of funds in accordance with any applicable regulations governing "Depository Eligible Securities". The City and said Paying Agent and Registrar may

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treat the registered owner of any bond as the absolute owner of such bond for the purpose of making payments thereon and for all other purposes and neither the City nor said Paying Agent and Registrar shall be affected by any notice or knowledge to the contrary whether such bond or any installment of interest due thereon shall be overdue or not. All payments on account of interest or principal made to the registered owner of any bond shall be valid and effectual and shall be a discharge of the City and said Paying Agent and Registrar, in respect of the liability upon the bonds or claims for interest to the extent of the sum or sums so paid. If any bond is not paid upon presentation of the bond at maturity or any interest installment is not paid when due, the delinquent bond or delinquent interest installment shall bear interest thereafter until paid at a rate equal to the rate assessed against delinquent taxes under Section 45-104.01 R.R.S. Nebraska, 2010, as now existing or as the same may be amended from time to time by the Nebraska Legislature.

Section 3. The City Treasurer is hereby designated as Paying Agent and Registrar for the bonds. Said Paying Agent and Registrar shall keep and maintain for the City books for the registration and transfer of the bonds at the office of the Paying Agent and Registrar in Broken Bow, Nebraska. The names and registered addresses of the registered owner or owners of the bonds shall at all times be recorded in such books. Any bond may be transferred pursuant to its provisions at the office of the Paying Agent and Registrar upon surrender of such bond for cancellation, accompanied by a written instrument of transfer, in form satisfactory to such Paying Agent and Registrar, duly executed by the registered owner in person or by such owner's duly authorized agent, and thereupon the Paying Agent and Registrar will register such transfer upon said registration books and deliver to the transferee registered owner or owners (or send by registered mail to the transferee owner or owners at such owner's or owners' risk and expense), registered in the name of such transferee owner or owners, a new bond or bonds of the same interest rate, aggregate principal amount and maturity. To the extent of the denominations authorized for the bonds by this ordinance, one bond may be transferred for several such bonds of the same interest rate and maturity and for a like aggregate principal amount, and several such bonds may be transferred for one or several such bonds, respectively, of the same interest rate and maturity and for a like aggregate principal amount. In every case of transfer of a bond, the surrendered bond or bonds shall be cancelled and destroyed. All bonds issued upon transfer of the bonds so surrendered shall be valid obligations of the City evidencing the same obligations as the bonds surrendered and shall be entitled to all benefits and protection of this ordinance to the same extent as the bonds upon transfer of which they were delivered. The City and the Paying Agent and Registrar shall not be required to transfer bonds during any period from any Record Date until its immediately following interest payment date or to transfer any bonds called for redemption for a period of 30 days next preceding the date fixed for redemption prior to maturity. In the event that payments of interest due on the bonds on an interest payment date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such interest payment date and shall be payable to the registered owners of the bonds as of a special date of record for payment of such defaulted interest as shall be designated by the Paying Agent and Registrar whenever monies for the purpose of paying such defaulted interest become available.

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Section 4. Bonds maturing on or after June 15, 2018 shall be subject to redemption, in whole or in part, prior to maturity at any time on or after October 16, 2017, at par plus accrued interest on the principal amount redeemed to the date fixed for redemption. The City may select the bonds to be redeemed in its sole discretion but bonds shall be redeemed only in the amount of \$5,000 or integral multiples thereof. Any bond redeemed in part only shall be surrendered to the Paying Agent and Registrar in exchange for a new bond evidencing the unredeemed principal thereof. Notice of redemption of any bond called for redemption shall be given at the direction of the Mayor and Council by the Paying Agent and Registrar by mail not less than thirty days prior to the date fixed for redemption, first class postage prepaid, sent to the registered owner of such bond at said owner's registered address. Such notice shall designate the bond or bonds to be redeemed by number and maturity, the date of original issue, the date fixed for redemption and state that such bond or bonds are to be presented for prepayment at the office of the Paying Agent and Registrar. In case of any bond partially redeemed, such notice shall specify the portion of the principal amount of such bond to be redeemed. No defect in the mailing of notice for any bond shall affect the sufficiency of the proceedings of the Mayor and Council designating the bonds called for redemption or the effectiveness of such call for bonds for which notice by mail has been properly given and the Mayor and Council shall have the right to further direct notice of redemption for any such bond for which defective notice has been given.

Section 5. If the date for payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of Broken Bow, Nebraska are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

Section 6. The bonds shall be executed on behalf of the City by being signed by the Mayor and the City Clerk, both of which signatures may be facsimile signatures, and shall have the City seal impressed on each bond. The City Clerk shall make and certify a transcript of proceedings had and done precedent to the issuance of said bonds which shall be delivered to the purchaser of said bonds. After being executed by the Mayor and City Clerk, said bonds shall be delivered to the Treasurer of the City who shall be responsible therefor under his/her official bond. Such Treasurer shall maintain a record of information with respect to said bonds in accordance with the requirements of Section 10-140, R.R.S. Neb. 2007, as amended, and shall cause the same to be filed with the Auditor of Public Accounts of the State of Nebraska. The Paying Agent and Registrar shall register each bond in the name of its initial registered owner as designated by the initial purchaser. Each bond shall be authenticated on behalf of the City by the Paying Agent and Registrar. The bonds shall be issued initially as "book-entry only" bonds using the services of The Depository Trust Company (the "Depository"), with one typewritten bond per maturity being issued to the Depository. In such connection said officers of the City are authorized to execute and deliver a letter of representations and inducement (the "Letter of Representations") in the form required by the Depository, for and on behalf of the City, which

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shall thereafter govern matters with respect to registration, transfer, payment and redemption of the bonds. Upon issuance of the bonds as "book-entry-only" bonds, the following provisions shall apply:

(a) The City and the Paying Agent and Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds bonds as securities depository (each, a "Bond Participant") or to any person who is an actual purchaser of a bond from a Bond Participant while the bonds are in book-entry form (each a "Beneficial Owner") with respect to the following:

(i) the accuracy of the records of the Depository, any nominees of the Depository or any Bond Participant with respect to any ownership interest in the bonds.

(ii) the delivery to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the bonds, including any notice of redemption, or

(iii) the payment to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the bonds. The Paying Agent and Registrar shall make payments with respect to the bonds only to or upon the order of the Depository or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such bonds to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Bond, except as provided in (e) below.

(b) Upon receipt by the Paying Agent and Registrar of written notice from the Depository to the effect that the Depository is unable to or unwilling to discharge its responsibilities, the Paying Agent and Registrar shall issue, transfer and exchange bonds requested by the Depository in appropriate amounts. Whenever the Depository requests the Paying Agent and Registrar to do so, the Paying Agent and Registrar will cooperate with the Depository in taking appropriate action after reasonable notice (i) to arrange, with the prior written consent of the City, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the bonds or (ii) to make available bonds registered in whatever name or names the Beneficial Owners transferring or exchanging such bonds shall designate.

(c) If the City determines that it is desirable that certificates representing

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the bonds be delivered to the ultimate Beneficial Owners of the bonds and so notifies the Paying Agent and Registrar in writing, the Paying Agent and Registrar shall so notify the Depository, whereupon the depository will notify the Bond Participants of the availability through the Depository of bond certificates representing the bonds. In such event, the Paying Agent and Registrar shall issue, transfer and exchange bond certificates representing the bonds as requested by the Depository in appropriate amounts and in authorized denominations.

(d) Notwithstanding any other provision of this Ordinance to the contrary, so long as any bond is registered in the name of the Depository or any nominee thereof, all payments with respect to such bond and all notices with respect to such bond shall be made and given, respectively, to the Depository as provided in the Letter of Representations.

(e) Registered ownership of the bonds may be transferred on the books of registration maintained by the Paying Agent and Registrar, and the bonds may be delivered in physical form to the following:

(i) any successor securities depository or its nominee;

(ii) any person, upon (A) the resignation of the Depository from its functions as depository or (B) termination of the use of the Depository pursuant to this Section and the terms of the Paying Agent and Registrar's Agreement (if any).

(f) In the event of any partial redemption of a bond unless and until such partially redeemed bond has been replaced in accordance with the provisions of this Ordinance, the books and records of the Paying Agent and Registrar shall govern and establish the principal amount of such bond as is then outstanding and all of the bonds issued to the Depository or its nominee shall contain a legend to such effect.

If for any reason the Depository resigns and is not replaced or upon termination by the City of book-entry-only form, the City shall immediately provide a supply of bond certificates for issuance upon subsequent transfers or in the event of partial redemption. In the event that such supply of certificates shall be insufficient to meet the requirements of the Paying Agent and Registrar for issuance of replacement bond certificates upon transfer or partial redemption, the City agrees to order printed an additional supply of bond certificates and to direct their execution by manual or facsimile signature of its then duly qualified and acting officers. In case any officer whose signature or facsimile thereof shall appear on any bond shall cease to be such officer before the delivery of such bond (including any bond certificates delivered to the Paying Agent and Registrar for issuance upon transfer or partial redemption) such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such

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officer or officers had remained in office until the delivery of such bond. The bonds shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar. The bonds shall be delivered to the Paying Agent and Registrar for registration and authentication.

Section 7. Said bonds shall be in substantially the following form:

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UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF CUSTER
CITY OF BROKEN BOW

VARIOUS PURPOSE BOND, SERIES 2012

No. _____ \$ _____

Interest Rate
%

Maturity Date
June 15, ____

Date of Original Issue
October 16, 2012

CUSIP No.

Registered Owner: _____

Principal Amount: _____

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Broken Bow, in the County of Custer, in the State of Nebraska, hereby acknowledges itself to owe and for value received promises to pay to the registered owner specified above the principal amount specified above in lawful money of the United States of America on the maturity date specified above, with interest thereon from date of original issue specified above or most recent interest payment date, whichever is later, to maturity (or earlier redemption) at the rate per annum specified above. Said interest shall be payable semiannually on the fifteenth day of June and December in each year, starting December 15, 2012. If this bond is not paid upon presentation at maturity or any interest installment hereon is not paid when due, the bond or interest installment shall bear interest thereafter until paid at a rate equal to the rate assessed against delinquent taxes under Section 45-104.01 R.R.S. Nebraska 2010, as now existing or as the same may be amended from time to time by the Nebraska Legislature. The interest hereon due prior to maturity or earlier redemption shall be paid on each interest payment date by the City Treasurer, as Paying Agent and Registrar for the City, by wire transfer (but only in accordance with the limited terms of the authorizing ordinance), check or draft mailed to the registered owner hereof, as shown on the records of the Paying Agent and Registrar as of the close of business on the last day of the month immediately preceding the month in which the interest payment date occurs, at such owner's registered address as it appears on the books of registration of the City. The principal of this bond and the interest due at maturity or upon call for redemption prior to maturity are payable on presentation and surrender to said Paying Agent and Registrar at the office of the Paying Agent in Broken Bow, Nebraska. Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the record date such interest was payable, and shall be payable to the person who is the registered owner of this bond (or of one or more predecessor bonds hereto) on such special record date for payment of such defaulted interest as shall be fixed by the Paying Agent and Registrar whenever monies for such purpose become available. For the prompt payment of this bond, principal and interest as the same become due, the full faith, credit and resources of said City are hereby irrevocably pledged.

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The City, however, reserves the right and option of paying bonds of this issue maturing on or after June 15, 2018, in whole or in part, on October 16, 2017, or at any time thereafter. Any bond redeemed in part only shall be surrendered to the Paying Agent and Registrar in exchange for a new bond evidencing the unredeemed principal thereof. Notice of such redemption shall be given by mail, sent to the registered owner of any bond to be redeemed at said registered owner's address in the manner provided in the ordinance authorizing said bonds. Individual bonds may be redeemed in part but only in the amount of \$5,000 or integral multiples thereof.

This bond is one of an issue of fully registered bonds of the total principal amount of \$185,000, of like tenor herewith except as to denomination, date of maturity and rate of interest issued by said City for the purpose of paying the costs of sewer improvements in Sanitary Sewer Extension District No. 2012-1 of the City of Broken Bow, for which the City has taken all preliminary steps required to issue bonds in the principal amount of \$62,900 under Section 19-2405, R.R.S. Neb. 2007 and for the purpose of paying the cost of water improvements in Water Extension District No. 2012-1 of the City of Broken Bow, for which the City has taken all preliminary steps required to issue bonds in the principal amount of \$122,100 under Section 19-2405, R.R.S. Neb. 2007. The issuance of said bonds has been authorized by an ordinance duly passed and approved by the Mayor and Council of said City in strict conformity with Sections 18-1801 and 18-1802, Reissue Revised Statutes of Nebraska, 2007 and published as provided by law.

This bond is transferable by the registered owner or such owner's attorney duly authorized in writing at the office of the Paying Agent and Registrar upon surrender and cancellation of this bond, and thereupon a new bond or bonds of the same aggregate principal amount, interest rate and maturity will be issued to the transferee as provided in the ordinance authorizing said issue of bonds, subject to the limitations therein prescribed. The City, its Paying Agent and Registrar and any other person may treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment hereof and for all purposes and shall not be affected by any notice to the contrary, whether this bond be overdue or not.

AS PROVIDED IN THE ORDINANCE REFERRED TO HEREIN, UNTIL THE TERMINATION OF THE SYSTEM OF BOOK-ENTRY-ONLY TRANSFERS THROUGH THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (TOGETHER WITH ANY SUCCESSOR SECURITIES DEPOSITORY APPOINTED PURSUANT TO THE ORDINANCE, "DTC"), AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THE ORDINANCE TO THE CONTRARY, A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE PAYING AGENT AND REGISTRAR. DTC OR A NOMINEE, TRANSFEREE OR ASSIGNEE OF DTC OF THIS BOND MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL

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FOR ALL PURPOSES BE THE AMOUNT DETERMINED IN THE MANNER PROVIDED IN THE ORDINANCE.

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE PAYING AGENT AND REGISTRAR FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) TO THE PAYING AGENT AND REGISTRAR FOR PAYMENT OF PRINCIPAL, AND ANY BOND ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION HEREFOR IS REGISTERED IN THE NAME OF DTC AND ANY PAYMENT IS MADE TO DTC OR ITS NOMINEE, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER HEREOF, DTC OR ITS NOMINEE, HAS AN INTEREST HEREIN.

This bond shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond did exist, did happen and were done and performed in regular and due form and time as required by law, and that the indebtedness of said City, including this bond, does not exceed any limitations imposed by law. The City covenants and agrees that it will cause to be levied and collected annually a tax by valuation on all the taxable property in said City, in addition to all other taxes, sufficient in rate and amount to pay the interest on this bond when and as the same becomes due and to create a sinking fund to pay the principal of this bond when the same becomes due.

IN WITNESS WHEREOF, the Mayor and Council of the City of Broken Bow, Nebraska, have caused this bond to be executed on behalf of the City by being signed by the Mayor and Clerk of the City, both of which signatures may be facsimile signatures, and by causing the official seal of the City to be affixed hereto all as of the date of original issue shown above.

CITY OF BROKEN BOW, NEBRASKA

By _____ (do not sign)
Mayor

ATTEST:

(do not sign)
City Clerk
(S E A L)

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds authorized by an ordinance passed and approved by the Mayor and Council of the City of Broken Bow as described in said bonds.

(do not sign)
City Treasurer, Paying Agent and Registrar

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(FORM OF ASSIGNMENT)

For value received _____ hereby sells, assigns and transfers unto _____ the within bond and hereby irrevocably constitutes and appoints _____, Attorney, to transfer the same on the books of registration in the office of the within mentioned Paying Agent and Registrar with full power of substitution in the premises.

Date: _____

Registered Owner

SIGNATURE GUARANTEED

By _____

Authorized Officer

Note: The signature(s) of this assignment MUST CORRESPOND with the name as written on the face of the within bond in every particular without alteration, enlargement or any change whatsoever, and must be guaranteed by a commercial bank or a trust company or by a firm having membership on the New York, Midwest or other stock exchange.

Section 8. Said bonds are hereby sold to Ameritas Investment Corp., at _____% of the principal amount thereof, and the City Treasurer is authorized to deliver the bonds to said purchaser upon receipt of the said amount plus accrued interest to the date of payment. Said bonds are sold to the purchaser subject to the opinion of independent bond counsel that said bonds are lawfully issued; that said bonds constitute a valid obligation of the City; and that under existing laws and regulations the interest on said bonds is exempt from both Nebraska state and federal income taxes. The proceeds of the bonds herein authorized shall be used to pay the costs of certain improvements, each as set out in Section 1 of this ordinance.

Section 9. The Mayor and Council shall cause to be levied and collected annually a tax by valuation on all the taxable property in the City, in addition to all other taxes, sufficient in rate and amount to pay the interest on the bonds herein authorized as the same becomes due and to create a sinking fund to pay the principal of said bonds when and as such principal becomes due.

Section 10. In order to promote compliance with certain federal tax and securities laws relating to the bonds herein authorized (as well as other outstanding bonds) the policy and procedures attached hereto as Exhibit "A" (the "Post-Issuance Compliance Policy and Procedures") are hereby adopted and approved in all respects. To the extent that there is any inconsistency between the attached Post-Issuance Compliance Policy and Procedures and any similar policy or procedures previously adopted and approved, the Post-Issuance Compliance Policy and Procedures shall control.

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Section 11. The City of Broken Bow, Nebraska, hereby covenants to the purchasers and holders of the bonds hereby authorized that it will make no use of the proceeds of said bond issue, including monies held in any sinking fund for the payment of said bonds, which would cause said bonds to be arbitrage bonds within the meaning of Sections 103(b) and 148 of the Internal Revenue Code of 1986, as amended (the "Code") and further covenants to comply with said Sections 103 and 148 and all applicable regulations thereunder throughout the term of said bond issue. The City hereby covenants and agrees to take all actions necessary under the Code to maintain the tax-exempt status of interest payable on the bonds with respect to taxpayers generally but not including insurance companies or corporations subject to the additional minimum tax. The City hereby designates the bonds as its "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B)(i)(III) of the Code and covenants and warrants that it does not anticipate issuing tax-exempt obligations in calendar 2012 in an amount in excess of \$10,000,000.

Section 12. This ordinance shall be published in pamphlet form and take effect as provided by law.

PASSED AND APPROVED this ____ day of _____, 2012.

ATTEST:

Mayor

City Clerk

(S E A L)

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I, the undersigned, City Clerk, of the City of Broken Bow, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on _____; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such agenda items were sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes from which the foregoing proceedings have been extracted were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting; and that a current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, posted during such meeting in the room in which such meeting was held.

City Clerk

(SEAL)

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EXHIBIT “A”

Policy and Procedures
Federal Tax Law and Disclosure Requirements for
Tax-exempt Bonds and/or Build America Bonds

ISSUER NAME: City of Broken Bow, Nebraska

COMPLIANCE OFFICER (BY TITLE): City Treasurer

POLICY

It is the policy of the Issuer identified above (the “Issuer”) to comply with all Federal tax requirements and securities law continuing disclosure obligations for its obligations issued as tax-exempt bonds or as direct pay build America bonds to ensure, as applicable (a) that interest on its tax-exempt bonds remains exempt from Federal income tax, (b) that the direct payments associated with its bonds issued as “build America bonds” are received by the Issuer in a timely manner and (c) compliance with any continuing disclosure obligations of the Issuer with respect to its outstanding bonds.

PROCEDURES

Compliance Officer. Review of compliance with Federal tax requirements and securities law continuing disclosure obligations as generally outlined below shall be conducted by the Compliance Officer identified above (the “Compliance Officer”). To the extent more than one person has been delegated specific responsibilities, the Compliance Officer shall be responsible for ensuring coordination of all compliance review efforts.

Training. The Compliance Officer shall evaluate and review educational resources regarding post-issuance compliance with Federal tax and securities laws, including periodic review of resources published for issuers of tax-exempt obligations by the Internal Revenue Service (either on its website at <http://www.irs.gov/taxexemptbond>, or elsewhere) and the Municipal Securities Rulemaking Board (either on its Electronic Municipal Market Access website [“EMMA”] at <http://www.emma.msrb.org>, or elsewhere).

Compliance Review. A compliance review shall be conducted at least annually by or at the direction of the Compliance Officer. The review shall occur at the time the Issuer’s annual audit takes place, unless the Compliance Officer otherwise specifically determines a different time period or frequency of review would be more appropriate.

Scope of Review.

Document Review. At the compliance review, the following documents (the “Bond Documents”) shall be reviewed for general compliance with covenants and agreements and applicable regulations with respect to each outstanding bond issue:

- (a) the resolution(s) and/or ordinance(s), as applicable, adopted by the governing body of the Issuer authorizing the issuance of its outstanding bonds, together with any documents setting the final rates and terms of such bonds (the “Authorizing Proceedings”),
- (b) the tax documentation associated with each bond issue, which may include some or all of the following (the “Tax Documents”):
 - (i) covenants, certifications and expectations regarding Federal tax requirements which are described in the Authorizing Proceedings;

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- (ii) Form 8038 series filed with the Internal Revenue Service;
 - (iii) tax certificates, tax compliance agreements, tax regulatory agreement or similar documents;
 - (iv) covenants, agreements, instructions or memoranda with respect to rebate or private use;
 - (v) any reports from rebate analysts received as a result of prior compliance review or evaluation efforts; and
 - (vi) any and all other agreements, certificates and documents contained in the transcript associated with the Authorizing Proceedings relating to federal tax matters.
- (c) the Issuer's continuing disclosure obligations, if any, contained in the Authorizing Proceedings or in a separate agreement (the "Continuing Disclosure Obligations"), and
- (d) any communications or other materials received by the Issuer or its counsel, from bond counsel, the underwriter or placement agent or its counsel, the IRS, or any other material correspondence relating to the tax-exempt status of the Issuer's bonds or relating to the Issuer's Continuing Disclosure Obligations.

Use and Timely Expenditure of Bond Proceeds. Expenditure of bond proceeds shall be reviewed by the Compliance Officer to ensure (a) such proceeds are spent for the purpose stated in the Authorizing Proceedings and as described in the Tax Documents and (b) that the proceeds, together with investment earnings on such proceeds, are spent within the timeframes described in the Tax Documents, and (c) that any mandatory redemptions from excess bond proceeds are timely made if required under the Authorizing Proceedings and Tax Documents.

Arbitrage Yield Restrictions and Rebate Matters. The Tax Documents shall be reviewed by the Compliance Officer to ensure compliance with any applicable yield restriction requirements under Section 148(a) of the Internal Revenue Code (the "Code") and timely calculation and payment of any rebate and the filing of any associated returns pursuant to Section 148(f) of the Code. A qualified rebate analyst shall be engaged as appropriate or as may be required under the Tax Documents.

Use of Bond Financed Property. Expectations and covenants contained in the Bond Documents regarding private use shall be reviewed by the Compliance Officer to ensure compliance. Bond-financed properties shall be clearly identified (by mapping or other reasonable means). Prior to execution, the Compliance Officer (and bond counsel, if deemed appropriate by the Compliance Officer) shall review (a) all proposed leases, contracts related to operation or management of bond-financed property, sponsored research agreements, take-or-pay contracts or other agreements or arrangements or proposed uses which have the potential to give any entity any special legal entitlement to the bond-financed property, (b) all proposed agreements which would result in disposal of any bond-financed property, and (c) all proposed uses of bond-financed property which were not anticipated at the time the bonds were issued. Such actions could be prohibited by the Authorizing Proceedings, the Tax Documents or Federal tax law.

Continuing Disclosure. Compliance with the Continuing Disclosure Obligations with respect to each bond issue shall be evaluated (a) to ensure timely compliance with any annual disclosure requirement, and (b) to ensure that any material events have been properly disclosed as required by the Continuing Disclosure Obligation.

Record Keeping. If not otherwise specified in the Bond Documents, all records related to each bond issue shall be kept for the life of the indebtedness associated with such bond issue (including all tax-exempt refundings) plus six (6) years.

Incorporation of Tax Documents. The requirements, agreements and procedures set forth in the Tax Documents, now or hereafter in existence, are hereby incorporated into these procedures by this reference and are adopted as procedures of the Issuer with respect to the series of bonds to which such Tax Documents relate.

Consultation Regarding Questions or Concerns. Any questions or concerns which arise as a result of any review by the Compliance Officer shall be raised by the Compliance Officer with the Issuer's counsel or with bond counsel to

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determine whether non-compliance exists and what measures should be taken with respect to any non-compliance.

VCAP and Remedial Actions. The Issuer is aware of (a) the Voluntary Closing Agreement Program (known as “VCAP”) operated by the Internal Revenue Service which allows issuers under certain circumstances to voluntarily enter into a closing agreement in the event of certain non-compliance with Federal tax requirements and (b) the remedial actions available to issuers of certain bonds under Section 1.141-12 of the Income Tax Regulations for private use of bond financed property which was not expected at the time the bonds were issued.