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*City of Broken Bow*  
**City Council Regular Session Packet**  
**September 24, 2012 at 12:00 PM**

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**Mayor:** Cecil Burt

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

**City Administrator:**

**City Clerk:** Elaine Bayer

**City Attorney:** Jason White

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# **City of Broken Bow**

**Monday, September 24, 2012**

**City Council Regular Session**

## **Approval of Minutes of September 10, 2012 Regular Council Meeting**

*Approve minutes from council meeting held at 12:30 P.M. on Monday, September 10, 2012*

Staff Contact: City Clerk

September 10, 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 12:30 P.M. on Monday, September 10, 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 Cecil Burt informed the Council that he had received a letter from Kelly Clay stating his interest in filling the East Ward Council vacancy. After discussing the letter from Mr. Clay, the Mayor appointed Kelly Clay to fill the vacancy for East Ward Councilmember.

It was moved by Councilmember Adams and seconded by Councilmember Schall to approve the appointment of Kelly Clay to fill the East Ward Councilmember vacancy. The Mayor stated the motion. Upon roll call the vote was as follows: Ayes: Schall, Schmick and Adams. Nays: None. Motion carried.

Election of Council President tabled until September 24, 2012 meeting.

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 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> 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 noted that Claim No. 17322 made payable to Nebraska Municipal Power Pool in the amount of \$5,390.40 for Project Upgrade Assessment will be paid by the Broken Bow Municipal Utilities and has been pulled from the list of claims payable by the City.

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

Mayor Cecil Burt appointed Amy Taylor to the Park Board to fill the vacancy of Mike Hunsberger whose term will expire February, 2013. It was moved by Councilmember Schall and seconded by Councilmember Adams to approve the appointment of Amy Taylor to the Park Board to fill the unexpired term of Mike Hunsberger. The Mayor stated the motion. Upon roll call the vote was as follows: Ayes: Schmick, Schall and Adams Nays: None. Motion carried.

Mayor Cecil Burt appointed Lori Reynolds to the Park Board to fill the vacancy of Michelle Zlomke whose term will expire February 2014. It was moved by Councilmember Schall and seconded by Councilmember Adams to approve the appointment of Lori Reynolds to the Park Board to fill the unexpired term of Michelle Zlomke. The Mayor stated the motion. Upon roll call the vote was as follows: Ayes: Adams, Schall and Schmick. Nays: None. Motion carried.

John Trecek from Ameritas discussed the issuance of bonds in the amount of \$185,000 to pay for the utility improvements for College Estate Subdivision. After discussing the matter Councilmember Schall introduced Ordinance No. 2012-1123 entitled "AN ORDINANCE OF THE CITY OF BROKEN BOW, NEBRASKA, AUTHORIZING THE ISSUANCE OF VARIOUS PURPOSE BONDS, SERIES 2012, OF THE CITY OF BROKEN BOW, NEBRASKA, OF THE PRINCIPAL AMOUNT OF ONE HUNDRED EIGHT-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" 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: Adams, Schmick 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 Adams. The Mayor stated the question, "Shall Ordinance No. 2012-1123 be passed and adopted?" Upon roll call vote, the vote was as follows: Ayes: Schall, Schmick and Adams. 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.

Park Superintendent Dan Anderson presented a recommendation from the Park Board that the Mayor and Council approve a the quote from Ron Ripp Construction in the amount of \$85,000 to rebuild the dock at Melham Pond. Anderson informed that it was the feeling of the Park Board that this dock should be rebuilt before next spring and that two quotes had been received for the replacement of the dock. After discussing the matter it was moved by Councilmember Adams and seconded by Councilmember Schall to approve the quote of Ron Ripp Construction in the amount of \$85,000 to rebuild the dock at Melham Park. The

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

Park Superintendent Dan Anderson presented a recommendation from the Park Board for refurbishing the outdoor tennis courts located north of the new Wellness Center. It was the recommendation of the Park Board that refurbishment of the 3 outdoor courts be completed with two being used for tennis and one for basketball and to refurbish the half court. Anderson stated that the total cost of this project would be \$23,700 which would include the cost of the fencing, windscreens/tennis nets and electrical work. After discussing the matter it was moved by Councilmember Adams and seconded by Councilmember Schall that this matter be tabled until additional public input could be gathered. The Mayor stated the motion. Upon roll call the vote was as follows: Ayes: Adams, Schall and Schmick. Nays: None. Motion carried.

Discussion was held regarding the sale of the lots adjoining the South 5<sup>th</sup> Ball Fields as one parcel and said land containing the ball field not being a part of the land being considered for sale. It was moved by Councilmember Schall and seconded by Councilmember Schmick that Resolution 2012-11 be adopted: a resolution authorizing the sale of this land with no minimum bid being required. The Mayor stated the motion. Upon roll call the following was the vote: Ayes: Adams, Schmick and Schall. Nays: None. Motion carried.

Discussion was held regarding the sale of property at Indian Hills. Councilmember Adams stated that he felt this property would be ideal for the construction of single family homes and leave a green area with some park equipment. CEDC President Melissa Garcia informed the Council that the biggest issue she heads from local businesses regarding hiring from outside the community is the shortage of housing. It was noted that this property of approximately 4.9 acres has the potential for at least eight new homes. Zoning Administrator, Cindy Pearson informed the Council that she had been contacted by an individual that was interested in purchasing this property. After discussing the matter, it was moved by Councilmember Adams and seconded by Councilmember Schall that this matter be tabled to allow the Council time to further research the matter and gather additional public input. The Mayor stated the motion. Upon roll call the vote was as follows: Ayes Schall, Adams and Schmick. Nays: None. Motion carried.

City Administrator Cindy Pearson presented a copy of the Zoning Map prepared by JEO which includes all annexations, zoning changes and property within the one-mile jurisdiction of the City. After discussing the map, it was moved by Councilmember Adams and seconded by Councilmember Schall that map adopted on September 10, 2012 supersedes and replaces any or all other official zoning maps and be designated as the official Zoning Map for the City of Broken Bow, Custer County, Nebraska. The Mayor stated the motion. Upon roll call the vote was as follows: Ayes: Schall, Adams and Schmick. Nays: None. Motion carried.

Zoning Administrator Cindy Pearson presented a request from Lisa Moody dba The French Table to close the north-south alley on South C Street between South 8<sup>th</sup> and South 9<sup>th</sup> on September 27-29, 2012 for the Annual Junk Jaunt and on October 18-21, 2012 for the Follow The Rails Art Trail. After discussing the request, it was moved by Councilmember Adams and seconded by Councilmember Schall that the request from Lisa Moody be approved. The Mayor

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

Discussion was held regarding approval of a Responsible Charge person for the Grant received by the City of Broken Bow through the NDOR for the 5<sup>th</sup> Avenue Connector Trail Project. Toczek informed the Council that her fee of \$30.00 per hours would be paid to the City of Loup City. After discussing the matter it was moved by Councilmember Adams and seconded by Councilmember Schall to approve Alicia Toczek as the Responsible Charge person for the Grant received by the City of Broken Bow through the NDOR for the 5<sup>th</sup> Avenue Connector Trail Project. The Mayor stated the motion. Upon roll call the vote was as follows: Ayes: Adams, Schall and Schmick. Nays: None. Motion carried.

Mayor Cecil Burt presented an Interlocal Agreement between the City of Broken Bow and the City of Loup City in which the City of Loup City will provide the services of an employee to act as a Responsible Charge for the City of Broken Bow NDOR Grant for the 5<sup>th</sup> Avenue Connector Trail Project. It was moved by Councilmember Adams and seconded by Councilmember Schall that the City of Broken Bow enter into an Interlocal Agreement with the City of Loup City for a Responsible Charge for the NDOR Grant for the 5<sup>th</sup> Avenue Connector Trail Project. The Mayor stated the motion. Upon roll call the vote was as follows: Ayes: Schmick, Schall and Adams. Nays: None. Motion carried.

It was moved by Councilmember Adams and seconded by Councilmember Schall that Resolution 2012-12 authorizing Mayor Cecil Burt to enter into an Interlocal Agreement on behalf of the City of Broken Bow with the City of Loup City. The Mayor stated the motion. Upon roll call the vote was as follows: Ayes: Schall, Adams and Schmick. Nays: None. Motion carried.

Discussion was held concerning possible change of the regular Council Meeting Day from the 2<sup>nd</sup> and 4<sup>th</sup> Monday at 12:00 noon to the 2<sup>nd</sup> and 4<sup>th</sup> Tuesday at 12:00 noon. It was noted that this change had been requested by the Utility Department. After discussing the matter it was moved by Councilmember Schall and seconded by Councilmember Schmick that the regular city council meetings be held on the 2<sup>nd</sup> and 4<sup>th</sup> Tuesday at 12:00 Noon effective with the first meeting in October. 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 informed the Council that the Renewal Application for the CD Cell will need to be resubmitted and stated that Miller and Associates had prepared the original application on behalf of the City of Broken Bow. After discussing the matter it was moved by Councilmember Adams and seconded by Councilmember Schmick to approve Miller and Associates to complete the renewal application for the Construction and Demolition Waste Landfill. The Mayor stated the motion. Upon roll call the vote was as follows: Ayes: Schall, Adams and Schall. Nays: None. Motion carried.

At 1:20 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.

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Mayor, Cecil Burt

ATTEST:

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City Clerk, Elaine L. Bayer

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# **City of Broken Bow**

**Monday, September 24, 2012**

**City Council Regular Session**

## **Approval of the Claims for the September 24, 2012 Council Meeting**

*Approval of claims to be paid and approved at the September 24, 2012 Council Meeting*

Staff Contact: City Treasurer



## Accounts Payable Detail Listing

City of Broken Bow

**Vend# Vendor Name**

<b>Pay#</b>	<b>Post Date</b>	<b>Due Date</b>	<b>Amount</b>	<b>Invoice</b>	<b>Date</b>	<b>PO#</b>	<b>Date</b>	<b>Status</b>
	<b>Account#</b>	<b>Work Order</b>		<b>Description</b>			<b>Debit</b>	<b>Credit</b>
<b>APWA</b>								
17336	9/24/2012	9/24/2012	90.00		9/24/2012			Posted
	08-3205.00			Street - Conference Registration			90.00	0.00
<b>Aflac</b>								
17337	9/24/2012	9/24/2012	872.44		9/24/2012			Posted
	01-1502.00			Liability - Insurance			872.44	0.00
<b>Angie Neben</b>								
17338	9/24/2012	9/24/2012	5.08		9/24/2012			Posted
	01-3223.00			General - Postage Reimbursement			5.08	0.00
<b>BCN Telecom</b>								
17339	9/24/2012	9/24/2012	112.09		9/24/2012			Posted
	08-3221.00			Street - Long Distance Service			4.66	0.00
	04-3221.00			Police - Long Distance Service			49.82	0.00
	07-3221.00			Library - Long Distance Service			15.48	0.00
	02-3221.00			Pub Bldg - Long Distance Service			37.59	0.00
	03-3221.00			Handi Bus - Long Distance Service			4.54	0.00
							112.09	0.00
<b>Bound Tree Medical</b>								
17340	9/24/2012	9/24/2012	5,788.91		9/24/2012			Posted
	05-3410.00			Rescue Unit - Equipment Purchases			2,188.04	0.00
	05-3338.00			Rescue Unit - Ambulance Supplies			3,600.87	0.00
							5,788.91	0.00
<b>Broken Bow School</b>								
17341	9/24/2012	9/24/2012	40.00		9/24/2012			Posted
	04-3223.00			Police - 2012 Annual			40.00	0.00
<b>Broken Bow Postmaster</b>								
17342	9/24/2012	9/24/2012	450.00		9/24/2012			Posted
	01-3223.00			General - Postage			450.00	0.00
<b>Broken Bow Ready Mix</b>								
17343	9/24/2012	9/24/2012	2,799.76		9/24/2012			Posted
	08-3425.00			Street - Concrete for Texas Bridge Repairs			2,799.76	0.00
<b>California Contractors</b>								
17344	9/24/2012	9/24/2012	158.00		9/24/2012			Posted
	06-3410.00			Firemen - Icy Bandanas			158.00	0.00
<b>Card Services</b>								
17345	9/24/2012	9/24/2012	403.83		9/24/2012			Posted
	08-3350.00			Street - Shop Tools			353.47	0.00
	06-3223.00			Firemen - Supplies			50.36	0.00
							403.83	0.00
<b>Cascade Subscription Service</b>								
17346	9/24/2012	9/24/2012	142.00		9/24/2012			Posted
	06-3222.00			Firemen - Subscription			142.00	0.00
<b>Center for Preparedness Education</b>								
17347	9/24/2012	9/24/2012	50.00		9/24/2012			Posted
	05-3313.00			Rescue Unit - Workshop Registration			50.00	0.00
<b>Century Link</b>								
17348	9/24/2012	9/24/2012	85.49		9/24/2012			Posted
	01-3221.00			General - Telephone			85.49	0.00
<b>CitiBusiness Card</b>								
17349	9/24/2012	9/24/2012	9.95		9/24/2012			Posted
	04-3411.00			Police - Website Fee			9.95	0.00
<b>City Flex Benefit Plan</b>								
17350	9/24/2012	9/24/2012	322.08		9/24/2012			Posted
	01-1501.00			Liability - Insurance			322.08	0.00

City of Broken Bow Pension Fund

## Accounts Payable Detail Listing

City of Broken Bow

**Vend# Vendor Name**

<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>
	<u>Account#</u>	<u>Work Order</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>
<b>City of Broken Bow Pension Fund (continued)</b>								
17351	9/24/2012	9/24/2012	10,756.14		9/24/2012			Posted
	01-1502.00			Liability - BBHA			1,258.76	0.00
	01-1502.00			Liability - Employees			3,468.54	0.00
	01-1513.00			Liability - Employee Loans			2,560.30	0.00
	01-3103.00			General - Pension			270.94	0.00
	08-3103.00			Street - Pension			715.96	0.00
	06-3103.00			Firemen - Pension			68.16	0.00
	04-3103.00			Police - Pension			1,356.60	0.00
	05-3103.00			Rescue Unit - Pension			68.16	0.00
	09-3103.00			Park - Pension			391.82	0.00
	07-3103.00			Library - Pension			331.38	0.00
	02-3103.00			Pub Bldg - Pension			146.82	0.00
	03-3103.00			Bus - Pension			118.70	0.00
							10,756.14	0.00
<b>Custer County Chief</b>								
17352	9/24/2012	9/24/2012	345.63		9/24/2012			Posted
	01-3209.00			General - Legals			313.63	0.00
	04-3209.00			Police - Subscription			32.00	0.00
							345.63	0.00
<b>Custer County Hiway Dept.</b>								
17353	9/24/2012	9/24/2012	4,075.23		9/24/2012			Posted
	08-3345.00			Street - Cold Mix/Posts			4,075.23	0.00
<b>Dan Anderson</b>								
17354	9/24/2012	9/24/2012	969.87		9/24/2012			Posted
	09-3410.00			Park - Reimbursement for Hydraulic Conve			969.87	0.00
<b>Danko Emergency Equipment Co</b>								
17355	9/24/2012	9/24/2012	1,285.90		9/24/2012			Posted
	06-3222.00			Firemen - Nozzle			1,048.00	0.00
	05-3410.00			Rescue Unit - Safety Traffic Cones			237.90	0.00
							1,285.90	0.00
<b>Delta Lighting Products</b>								
17356	9/24/2012	9/24/2012	239.22		9/24/2012			Posted
	05-3223.01			Rescue Unit - Grimesolver Scrub and Disp			119.61	0.00
	06-3222.00			Firemen - Grimesolver Scrib and Dispense			119.61	0.00
							239.22	0.00
<b>Deterding</b>								
17357	9/24/2012	9/24/2012	210.14		9/24/2012			Posted
	10-3432.00			Swim Pool - Chemicals			210.14	0.00
<b>Dollar General</b>								
17358	9/24/2012	9/24/2012	31.95		9/24/2012			Posted
	01-3223.00			General - Sticky Pads			5.50	0.00
	02-3223.01			Pub Bldg - Cleaning Supplies			26.45	0.00
							31.95	0.00
<b>Fairbanks International</b>								
17359	9/24/2012	9/24/2012	112.46		9/24/2012			Posted
	09-3310.00			Park - Skid Steer Filters			112.46	0.00
<b>Figgins Construction Co</b>								
17360	9/24/2012	9/24/2012	6,960.00		9/24/2012			Posted
	08-3426.00			Street - Armor Coating			6,960.00	0.00
<b>Great Plains Communications</b>								
17361	9/24/2012	9/24/2012	39.95		9/24/2012			Posted
	07-3341.00			Library - Internet Service			39.95	0.00
<b>Hire Right Solutions</b>								
17362	9/24/2012	9/24/2012	106.30		9/24/2012			Posted
	08-3223.00			Street - Random Drug Testing			53.15	0.00
	09-3223.00			Park - Random Drug Testing			53.15	0.00
							106.30	0.00
<b>Holcomb Pharmacy</b>								
17363	9/24/2012	9/24/2012	4.73		9/24/2012			Posted
	05-3338.00			Rescue Unit - Astrigent			4.73	0.00

## Accounts Payable Detail Listing

City of Broken Bow

<u>Vend#</u>	<u>Vendor Name</u>	<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>
		<u>Account#</u>	<u>Work Order</u>			<u>Description</u>			<u>Debit</u>	<u>Credit</u>
	<b>Ingram Library Services (continued)</b>									
17364		9/24/2012	9/24/2012		530.27		9/24/2012			Posted
		07-3340.00				Library - Materials			530.27	0.00
	<b>Insurance Aid Services</b>									
17365		9/24/2012	9/24/2012		1,002.09		9/24/2012			Posted
		05-3336.00				Rescue Unit - Ambulance Billing			1,002.09	0.00
	<b>Island Supply Company</b>									
17366		9/24/2012	9/24/2012		20.13		9/24/2012			Posted
		05-3338.00				Rescue Unit - Oxygen			20.13	0.00
	<b>Kearney Hub</b>									
17367		9/24/2012	9/24/2012		138.25		9/24/2012			Posted
		07-3340.00				Library - One Year Subscription			138.25	0.00
	<b>Municipal Emergency Services</b>									
17368		9/24/2012	9/24/2012		9,305.93		9/24/2012			Posted
		06-3222.00				Firemen - Airpacks			8,969.00	0.00
		06-3222.00				Firemen - Gloves			336.93	0.00
									9,305.93	0.00
	<b>Master Cleaners</b>									
17369		9/24/2012	9/24/2012		59.01		9/24/2012			Posted
		05-3332.00				Rescue Unit - Laundry			59.01	0.00
	<b>Matheson Tri-Gas Inc</b>									
17370		9/24/2012	9/24/2012		185.06		9/24/2012			Posted
		08-3310.00				Street - Oxygen			31.32	0.00
		05-3338.00				Rescue Unit - Oxygen			153.74	0.00
									185.06	0.00
	<b>Melham Medical Center</b>									
17371		9/24/2012	9/24/2012		211.19		9/24/2012			Posted
		04-3222.00				Police - Emergency Room Visit			211.19	0.00
	<b>Mid State Units</b>									
17372		9/24/2012	9/24/2012		80.00		9/24/2012			Posted
		11-3360.10				Sanitation - Port-A-Potties			80.00	0.00
	<b>Midland Telecom</b>									
17373		9/24/2012	9/24/2012		47.54		9/24/2012			Posted
		06-3310.01				Firemen - Speaker			9.54	0.00
		05-3410.00				Rescue Unit - Antenna			38.00	0.00
									47.54	0.00
	<b>Nebraska Law Enforcement Training Center</b>									
17374		9/24/2012	9/24/2012		50.00		9/24/2012			Posted
		04-3313.00				Police - Firearms Instructor Recertification			50.00	0.00
	<b>Nebraska Dept of Revenue</b>									
17375		9/24/2012	9/24/2012		2,184.59		9/24/2012			Posted
		01-1501.00				Liability - State Withholding			2,184.59	0.00
	<b>Nebraska State Bank</b>									
17376		9/24/2012	9/24/2012		14,526.06		9/24/2012			Posted
		01-3102.00				General - Payroll Taxes			794.16	0.00
		08-3102.00				Street - Payroll Taxes			432.61	0.00
		06-3102.00				Firemen - Payroll Taxes			42.85	0.00
		04-3102.00				Police - Payroll Taxes			977.27	0.00
		04-3102.00				Rescue Unit - Payroll Taxes			42.85	0.00
		09-3102.00				Park - Payroll Taxes			318.16	0.00
		07-3102.00				Library - Payroll Taxes			266.69	0.00
		02-3102.00				Pub Bldg - Payroll Taxes			91.20	0.00
		03-3102.00				Handi Bus - Payroll Taxes			67.21	0.00
		11-3102.00				Tree Dump - Payroll Taxes			39.66	0.00
		11-3102.10				CD Cell - Payroll Taxes			29.12	0.00
		01-1500.00				Liability - Federal			5,979.26	0.00
		01-1500.00				Liability - BBMU			3,129.57	0.00
		01-1500.00				Liability - Employees			2,301.29	0.00
		10-3102.00				Swimming Pool - Taxes			14.16	0.00
									14,526.06	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>
<b>OSA/Computers Plus (continued)</b>								
17377	9/24/2012	9/24/2012	76.95		9/24/2012			Posted
	08-3223.00			Street - Receipt Books/Paper/Clips			29.98	0.00
	05-3223.00			Rescue Unit - USB Cable			8.99	0.00
	10-3311.00			Swim Pool - Floormat			13.99	0.00
	07-3223.00			Library - Supplies			23.99	0.00
							<u>76.95</u>	<u>0.00</u>
<b>Omaha State Bank</b>								
17378	9/24/2012	9/24/2012	235.86		9/24/2012			Posted
	01-1501.00			Liability - Insurance			235.86	0.00
<b>Omaha World Herald</b>								
17379	9/24/2012	9/24/2012	65.78		9/24/2012			Posted
	07-3340.00			Library - 13 Week Subscription			65.78	0.00
<b>Paula Daily</b>								
17380	9/24/2012	9/24/2012	15.32		9/24/2012			Posted
	05-3223.01			Rescue Unit - Reimbursement for Supplies			15.32	0.00
<b>Paulsen Inc.</b>								
17381	9/24/2012	9/24/2012	937.19		9/24/2012			Posted
	08-3346.00			Street - Road Gravel			937.19	0.00
<b>Plains Equipment Group</b>								
17382	9/24/2012	9/24/2012	156.42		9/24/2012			Posted
	05-3223.01			Rescue Unit - Parts			45.00	0.00
	09-3310.00			Park - Oil/Filters			111.42	0.00
							<u>156.42</u>	<u>0.00</u>
<b>Platte Valley Communications</b>								
17383	9/24/2012	9/24/2012	4,812.00		9/24/2012			Posted
	06-3410.00			Firemen - Pagers			2,316.00	0.00
	05-3410.00			Rescue Unit - Pagers			2,496.00	0.00
							<u>4,812.00</u>	<u>0.00</u>
<b>Prachts Ace Hardware</b>								
17384	9/24/2012	9/24/2012	428.86		9/24/2012			Posted
	08-3350.00			Street - Shop Tools			428.86	0.00
<b>Presto X Company</b>								
17385	9/24/2012	9/24/2012	41.63		9/24/2012			Posted
	07-3311.00			Library - Monthly Spraying Service			41.63	0.00
<b>Steve Scott</b>								
17386	9/24/2012	9/24/2012	17.00		9/24/2012			Posted
	01-3223.00			Police - Postage Reimbursement			5.75	0.00
	04-3223.00			Police - Supplies Reimbursement			11.25	0.00
							<u>17.00</u>	<u>0.00</u>
<b>Trotter Fertilizer</b>								
17387	9/24/2012	9/24/2012	813.04		9/24/2012			Posted
	09-3339.00			Park - Weed Spray/Surfactant			813.04	0.00
<b>Ultramax</b>								
17388	9/24/2012	9/24/2012	475.00		9/24/2012			Posted
	04-3414.00			Police - Ammunition			475.00	0.00
<b>United Industries</b>								
17389	9/24/2012	9/24/2012	3,918.42		9/24/2012			Posted
	01-3224.01			General - Handicap Lift for Pool			3,918.42	0.00
<b>Verizon Wireless</b>								
17390	9/24/2012	9/24/2012	185.14		9/24/2012			Posted
	08-3221.00			Street - Cell Phone			39.94	0.00
	05-3221.00			Rescue Unit - Cell Phone			40.01	0.00
	03-3221.00			Handi Bus - Cell Phone			34.93	0.00
	11-3221.00			Tree Dump - Cell Phone			32.64	0.00
	11-3221.10			CD Cell - Cell Phone			37.62	0.00
							<u>185.14</u>	<u>0.00</u>
<b>Wenquist Inc.</b>								
17391	9/24/2012	9/24/2012	17.57		9/24/2012			Posted
	08-3310.00			Street - Blade/Towels			17.57	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>
<b>Whoa &amp; Go - West (continued)</b>								
17392	9/24/2012	9/24/2012	90.31		9/24/2012			Posted
	08-3225.00			Street - Diesel Fuel			90.31	0.00

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77,093.76 57 Non-voided payables listed.

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## Report Setup

AP - Accounts Payable Listing : Entry Order

## Filter Options

Starting: 9/24/2012

Ending: 9/24/2012

Banks: All

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

Payables: All

# Check Approval List - GL Account

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City of Broken Bow

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<u>Vendor Name</u>	<u>Invoice</u>	<u>Invoice Description</u>	<u>Account Description</u>	<u>Amount</u>
<b>General</b>				
Aflac		Liability - Insurance	Pension	\$872.44
Angie Neben		General - Postage Reimbursement	Supplies & Postage	\$5.08
Broken Bow Postmaster		General - Postage	Supplies & Postage	\$450.00
Century Link		General - Telephone Service	Telephone	\$85.49
City Flex Benefit Plan		Liability - Insurance	Health/Life/Acc Insuranc	\$322.08
City of Broken Bow Pension Fund		Pension	Pension	\$1,258.76
City of Broken Bow Pension Fund		Pension	Pension	\$3,468.54
City of Broken Bow Pension Fund		Pension	Loan Payment	\$2,560.30
City of Broken Bow Pension Fund		Pension	Pension	\$270.94
Custer County Chief		Printing	Printing & Publication	\$313.63
Dollar General		Supplies	Supplies & Postage	\$5.50
Nebraska Dept of Revenue		Liability - State Withholding	Health/Life/Acc Insuranc	\$2,184.59
Nebraska State Bank		Payroll Withholding	Payroll Taxes	\$5,979.26
Nebraska State Bank		Payroll Withholding	Payroll Taxes	\$2,301.29
Nebraska State Bank		Payroll Withholding	Payroll Taxes	\$3,129.57
Nebraska State Bank		Payroll Withholding	FICA/Medicare	\$794.16
Omaha State Bank		Liability - Insurance	Health/Life/Acc Insuranc	\$235.86
Steve Scott		Police - Postage and Cleaning Supplies	Supplies & Postage	\$5.75
United Industries		General - Handicap Lift for Pool	Aquatic Facility	\$3,918.42
			<b>Total General</b>	<b>\$28,161.66</b>
<b>Municipal Building</b>				
BCN Telecom		Long Distance Service	Telephone	\$37.59
City of Broken Bow Pension Fund		Pension	Pension	\$146.82
Dollar General		Supplies	Building Cleaning Suppli	\$26.45
Nebraska State Bank		Payroll Withholding	FICA/Medicare	\$91.20
			<b>Total Municipal Building</b>	<b>\$302.06</b>
<b>Handi Bus</b>				
BCN Telecom		Long Distance Service	Telephone	\$4.54
City of Broken Bow Pension Fund		Pension	Pension	\$118.70
Nebraska State Bank		Payroll Withholding	FICA/Medicare	\$67.21
Verizon Wireless		Cell Phones	Telephone	\$34.93
			<b>Total Handi Bus</b>	<b>\$225.38</b>
<b>Police</b>				
BCN Telecom		Long Distance Service	Telephone	\$49.82
Broken Bow School		Police - 2012 Annual	Supplies & Postage	\$40.00
CitiBusiness Card		Police - Website Fee	Computers	\$9.95
City of Broken Bow Pension Fund		Pension	Pension	\$1,356.60
Custer County Chief		Printing	Printing & Publication	\$32.00
Melham Medical Center		Police - Emergency Room Visit	Miscellaneous Expense	\$211.19
Nebraska Law Enforcement Training Cer		Police - Firearms Instructor Recertification	Training	\$50.00
Nebraska State Bank		Payroll Withholding	FICA/Medicare	\$42.85
Nebraska State Bank		Payroll Withholding	FICA/Medicare	\$977.27
Steve Scott		Police - Postage and Cleaning Supplies	Supplies & Postage	\$11.25
Ultramax		Police - Ammunition	Guns	\$475.00
			<b>Total Police</b>	<b>\$3,255.93</b>
<b>Rescue Unit</b>				
Bound Tree Medical		Supplies	Ambulance Supplies	\$3,600.87
Bound Tree Medical		Supplies	Equipment Purchases	\$2,188.04
Center for Preparedness Education		Rescue Unit - Workshop Registration	Training	\$50.00
City of Broken Bow Pension Fund		Pension	Pension	\$68.16
Danko Emergency Equipment Co		Equipment	Equipment Purchases	\$237.90
Delta Lighting Products		Grimesolver Scrub and Dispenser	Building Cleaning Suppli	\$119.61
Holcomb Pharmacy		Rescue Unit - Astrigent	Ambulance Supplies	\$4.73
Insurance Aid Services		Rescue Unit - Ambulance Billing	Insurance Aid Fees	\$1,002.09
Island Supply Company		Oxygen	Ambulance Supplies	\$20.13
Master Cleaners		Rescue Unit - Laundry	Laundry	\$59.01
Matheson Tri-Gas Inc		Oxygen	Ambulance Supplies	\$153.74
Midland Telecom		Speaker/Antenna	Equipment Purchases	\$38.00
OSA/Computers Plus		Supplies	Supplies & Postage	\$8.99
Paula Daily		Rescue Unit - Reimbursement for Supplies	Building Cleaning Suppli	\$15.32
Plains Equipment Group		Parts and Supplies	Building Cleaning Suppli	\$45.00
Platte Valley Communications		Pagers	Equipment Purchases	\$2,496.00
Verizon Wireless		Cell Phones	Telephone	\$40.01
			<b>Total Rescue Unit</b>	<b>\$10,147.60</b>
<b>Fire</b>				

# Check Approval List - GL Account

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City of Broken Bow

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<u>Vendor Name</u>	<u>Invoice</u>	<u>Invoice Description</u>	<u>Account Description</u>	<u>Amount</u>
<b>Fire</b>				
California Contractors		Firemen - Icy Bandanas	Equipment Purchases	\$158.00
Card Services		Supplies	Supplies & Postage	\$50.36
Cascade Subscription Service		Firemen - Subscription	Miscellaneous Expense	\$142.00
City of Broken Bow Pension Fund		Pension	Pension	\$68.16
Danko Emergency Equipment Co		Equipment	Miscellaneous Expense	\$1,048.00
Delta Lighting Products		Grimesolver Scrub and Dispenser	Miscellaneous Expense	\$119.61
Midland Telecom		Speaker/Antenna	Main/Rep Equip-Loose E	\$9.54
Municipal Emergency Services		Supplies	Miscellaneous Expense	\$8,969.00
Municipal Emergency Services		Supplies	Miscellaneous Expense	\$336.93
Nebraska State Bank		Payroll Withholding	FICA/Medicare	\$42.85
Platte Valley Communications		Pagers	Equipment Purchases	\$2,316.00
			<b>Total Fire</b>	<b>\$13,260.45</b>
<b>Library</b>				
BCN Telecom		Long Distance Service	Telephone	\$15.48
City of Broken Bow Pension Fund		Pension	Pension	\$331.38
Great Plains Communications		Library - Internet Service	Computer Public Access	\$39.95
Ingram Library Services		Library - Materials	Book Purchases	\$530.27
Kearney Hub		Library - One Year Subscription	Book Purchases	\$138.25
Nebraska State Bank		Payroll Withholding	FICA/Medicare	\$266.69
OSA/Computers Plus		Supplies	Supplies & Postage	\$23.99
Omaha World Herald		Library - 13 Week Subscription	Book Purchases	\$65.78
Presto X Company		Library - Monthly Spraying Service	Maintenance & Repair B	\$41.63
			<b>Total Library</b>	<b>\$1,453.42</b>
<b>Street</b>				
APWA		Street - Conference Registration	Travel & Meeting Expense	\$90.00
BCN Telecom		Long Distance Service	Telephone	\$4.66
Broken Bow Ready Mix		Street - Concrete for Texas Bridge Repairs	Street Construction	\$2,799.76
Card Services		Supplies	Shop Tools	\$353.47
City of Broken Bow Pension Fund		Pension	Pension	\$715.96
Custer County Hiway Dept.		Street - Cold Mix	Road Materials	\$4,075.23
Figgins Construction Co		Street - Armor Coating	Armor Coating	\$6,960.00
Hire Right Solutions		Random Drug Testing	Supplies & Postage	\$53.15
Matheson Tri-Gas Inc		Oxygen	Maintenance & Repair E	\$31.32
Nebraska State Bank		Payroll Withholding	FICA/Medicare	\$432.61
OSA/Computers Plus		Supplies	Supplies & Postage	\$29.98
Paulsen Inc.		Street - Road Gravel	Gravel	\$937.19
Prachts Ace Hardware		Supplies	Shop Tools	\$428.86
Verizon Wireless		Cell Phones	Telephone	\$39.94
Wenquist Inc.		Street - Blade/Towels	Maintenance & Repair E	\$17.57
Whoa & Go - West		Street - Diesel Fuel	Gas and Oil	\$90.31
			<b>Total Street</b>	<b>\$17,060.01</b>
<b>Park</b>				
City of Broken Bow Pension Fund		Pension	Pension	\$391.82
Dan Anderson		Park - Reimbursement for Hydraulic Converter	Equipment Purchases	\$969.87
Fairbanks International		Park - Skid Steer Filters	Maintenance & Repair E	\$112.46
Hire Right Solutions		Random Drug Testing	Supplies & Postage	\$53.15
Nebraska State Bank		Payroll Withholding	FICA/Medicare	\$318.16
Plains Equipment Group		Parts and Supplies	Maintenance & Repair E	\$111.42
Trotter Fertilizer		Park - Weed Spray/Surfactant	Maintenance/Repair Gro	\$813.04
			<b>Total Park</b>	<b>\$2,769.92</b>
<b>Swimming Pool</b>				
Deterding		Swim Pool - Chemicals	Pool Chemicals	\$210.14
Nebraska State Bank		Payroll Withholding	FICA/Medicare	\$14.16
OSA/Computers Plus		Supplies	Maintenance & Repair B	\$13.99
			<b>Total Swimming Pool</b>	<b>\$238.29</b>
<b>Sanitation</b>				
Mid State Units		Sanitation - Port-A-Potties	Port-A-Potties	\$80.00
Nebraska State Bank		Payroll Withholding	FICA/Medicare	\$39.66
Nebraska State Bank		Payroll Withholding	FICA/Medicare - CD Cell	\$29.12
Verizon Wireless		Cell Phones	Telephone	\$32.64
Verizon Wireless		Cell Phones	Telephone - CD Cell	\$37.62
			<b>Total Sanitation</b>	<b>\$219.04</b>

## Check Approval List - GL Account

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City of Broken Bow

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Vendor Name

Invoice Invoice Description

Account Description

Amount

\$77,093.76

Report Selection: Check Approval List - GL Account

Date Range Selection: Invoice Due Date

Starting Date: 9/24/2012

Ending Date: 9/24/2012



# Check Approval List

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City of Broken Bow

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<u>Pay#</u>	<u>Vend#</u>	<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Due Date</u>	<u>Amount</u>
17336		APWA		Street - Conference Registration	9/24/2012	\$90.00
17337		Aflac		Liability - Insurance	9/24/2012	\$872.44
17338		Angie Neben		General - Postage Reimbursement	9/24/2012	\$5.08
17339		BCN Telecom		Long Distance Service	9/24/2012	\$112.09
17340		Bound Tree Medical		Supplies	9/24/2012	\$5,788.91
17342		Broken Bow Postmaster		General - Postage	9/24/2012	\$450.00
17343		Broken Bow Ready Mix		Street - Concrete for Texas Bridge R	9/24/2012	\$2,799.76
17341		Broken Bow School		Police - 2012 Annual	9/24/2012	\$40.00
17344		California Contractors		Firemen - Icy Bandanas	9/24/2012	\$158.00
17345		Card Services		Supplies	9/24/2012	\$403.83
17346		Cascade Subscription Service		Firemen - Subscription	9/24/2012	\$142.00
17347		Center for Preparedness Education		Rescue Unit - Workshop Registratio	9/24/2012	\$50.00
17348		Century Link		General - Telephone Service	9/24/2012	\$85.49
17349		CitiBusiness Card		Police - Website Fee	9/24/2012	\$9.95
17350		City Flex Benefit Plan		Liability - Insurance	9/24/2012	\$322.08
17351		City of Broken Bow Pension Fund		Pension	9/24/2012	\$10,756.14
17352		Custer County Chief		Printing	9/24/2012	\$345.63
17353		Custer County Hiway Dept.		Street - Cold Mix	9/24/2012	\$4,075.23
17354		Dan Anderson		Park - Reimbursement for Hydraulic	9/24/2012	\$969.87
17355		Danko Emergency Equipment Co		Equipment	9/24/2012	\$1,285.90
17356		Delta Lighting Products		Grimesolver Scrub and Dispenser	9/24/2012	\$239.22
17357		Deterding		Swim Pool - Chemicals	9/24/2012	\$210.14
17358		Dollar General		Supplies	9/24/2012	\$31.95
17359		Fairbanks International		Park - Skid Steer Filters	9/24/2012	\$112.46
17360		Figgins Construction Co		Street - Armor Coating	9/24/2012	\$6,960.00
17361		Great Plains Communications		Library - Internet Service	9/24/2012	\$39.95
17362		Hire Right Solutions		Random Drug Testing	9/24/2012	\$106.30
17363		Holcomb Pharmacy		Rescue Unit - Astrigent	9/24/2012	\$4.73
17364		Ingram Library Services		Library - Materials	9/24/2012	\$530.27
17365		Insurance Aid Services		Rescue Unit - Ambulance Billing	9/24/2012	\$1,002.09
17366		Island Supply Company		Oxygen	9/24/2012	\$20.13
17367		Kearney Hub		Library - One Year Subscription	9/24/2012	\$138.25
17369		Master Cleaners		Rescue Unit - Laundry	9/24/2012	\$59.01
17370		Matheson Tri-Gas Inc		Oxygen	9/24/2012	\$185.06
17371		Melham Medical Center		Police - Emergency Room Visit	9/24/2012	\$211.19
17372		Mid State Units		Sanitation - Port-A-Potties	9/24/2012	\$80.00
17373		Midland Telecom		Speaker/Antenna	9/24/2012	\$47.54
17368		Municipal Emergency Services		Supplies	9/24/2012	\$9,305.93
17375		Nebraska Dept of Revenue		Liability - State Withholding	9/24/2012	\$2,184.59
17374		Nebraska Law Enforcement Training Cer		Police - Firearms Instructor Recertific	9/24/2012	\$50.00
17376		Nebraska State Bank		Payroll Withholding	9/24/2012	\$14,526.06
17377		OSA/Computers Plus		Supplies	9/24/2012	\$76.95
17378		Omaha State Bank		Liability - Insurance	9/24/2012	\$235.86
17379		Omaha World Herald		Library - 13 Week Subscription	9/24/2012	\$65.78
17380		Paula Daily		Rescue Unit - Reimbursement for Su	9/24/2012	\$15.32
17381		Paulsen Inc.		Street - Road Gravel	9/24/2012	\$937.19
17382		Plains Equipment Group		Parts and Supplies	9/24/2012	\$156.42
17383		Platte Valley Communications		Pagers	9/24/2012	\$4,812.00
17384		Prachts Ace Hardware		Supplies	9/24/2012	\$428.86
17385		Presto X Company		Library - Monthly Spraying Service	9/24/2012	\$41.63
17386		Steve Scott		Police - Postage and Cleaning Suppl	9/24/2012	\$17.00
17387		Trotter Fertilizer		Park - Weed Spray/Surfactant	9/24/2012	\$813.04
17388		Ultramax		Police - Ammunition	9/24/2012	\$475.00
17389		United Industries		General - Handicap Lift for Pool	9/24/2012	\$3,918.42
17390		Verizon Wireless		Cell Phones	9/24/2012	\$185.14
17391		Wenquist Inc.		Street - Blade/Towels	9/24/2012	\$17.57
17392		Whoa & Go - West		Street - Diesel Fuel	9/24/2012	\$90.31
						<b>\$77,093.76</b>

Report Selection: Check Approval List - By Vendor  
 Date Range Selection: Invoice Due Date  
 Starting Date: 9/24/2012  
 Ending Date: 9/24/2012

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# **City of Broken Bow**

**Monday, September 24, 2012**

**City Council Regular Session**

## **Swearing In of New Councilmember East Ward Kelly Clay**

**Staff Contact: City Attorney**

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# **City of Broken Bow**

**Monday, September 24, 2012**

**City Council Regular Session**

## **Election of Council President**

**Staff Contact: Mayor Cecil Burt**

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# **City of Broken Bow**

## **Monday, September 24, 2012**

### **City Council Regular Session**

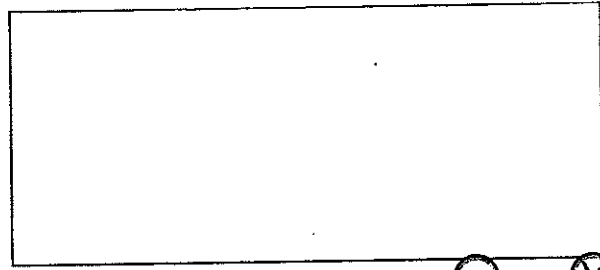
#### **Request for SDL License by Schmick Market Inc.**

*Request for SDL License by Schmick Market Inc. to host a Beer and Wine Tasting sampling outside their store located at 1112 South B Street in Broken Bow, Nebraska on October 20, 2012 between the hours of 5:00 P.M. and 10:00 P.M. This event will be held in a fenced in beer garden and tent in their parking lot and will also feature entertainment*

Staff Contact: City Clerk/Treasurer

**APPLICATION FOR SPECIAL  
DESIGNATED LICENSE**

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



DO YOU NEED POSTERS? YES ☐ NO ☒

RETAIL LICENSE HOLDERS ☒

NON PROFIT APPLICANTS ☐

Non Profit Status (check one that best applies)

Municipal ☐ Political ☐ Fine Arts ☐ Fraternal ☐ Religious ☐ Charitable ☐ Public Service ☐

**COMPLETE ALL QUESTIONS**

1. Type of alcohol to be served and/or consumed: Beer ☒ Wine ☒ Distilled Spirits ☒

2. Liquor license number and class (i.e. C-55441) (If you're a nonprofit organization leave blank) ID 86907 Alcoholic Liquor on/off sale

3. Licensee name (last, first,), corporate name or limited liability company (LLC) name  
(As it reads on your liquor license)

NAME: Schmick's Market Inc.

ADDRESS: 212 Westview Plaza

CITY McCook ZIP 69001

4. Location where event will be held; name, address, city, county, zip code

BUILDING NAME Schmick's Market

ADDRESS: 1110 So B St. CITY Broken Bow

ZIP 68822 COUNTY and COUNTY # Custer

a. Is this location within the city/village limits?

YES ☒ NO ☐

b. Is this location within the 150' of church, school, hospital or home  
for aged/indigent or for veterans and/or wives?

YES ☐ NO ☒

c. Is this location within 300' of any university or college campus?

YES ☐ NO ☒

FORM 108  
REV 5/12  
Page 2 of 5

5. Date(s) and Time(s) of event (no more than six (6) consecutive days on one application)

Date <u>Oct 20-12</u>	Date	Date	Date	Date	Date
Hours From <u>5pm</u>	Hours From	Hours From	Hours From	Hours From	Hours From
To <u>10pm</u>	To	To	To	To	To

a. Alternate date: \_\_\_\_\_

b. Alternate location: \_\_\_\_\_  
(Alternate date or location must be specified in local approval)

6. Indicate type of activity to be carried on during event:

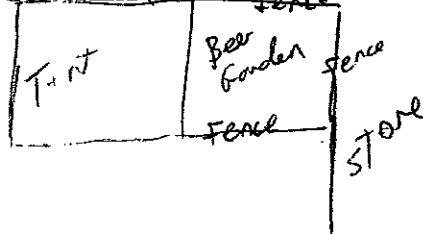
- ☐ Dance
 ☐ Reception
 ☐ Fund Raiser
 ☒ Beer Garden
 ☒ Sampling/Tasting  
☐ Other \_\_\_\_\_

7. Description of area to be licensed

Inside building, dimensions of area to be covered IN FEET \_\_\_\_\_ x \_\_\_\_\_  
(not square feet or acres)

\*Outdoor area dimensions of area to be covered IN FEET 20 x 40

\*SKETCH OF OUTDOOR AREA (or attach copy of sketch)



If outdoor area, how will premises be enclosed?

- ☒ Fence; snow fence ☒ chain link ☐ cattle panel ☐ other \_\_\_\_\_  
☒ Tent

8. How many attendees do you expect at event? 300+

9. If over 150 attendees. Indicate the steps that will be taken to prevent underage persons from obtaining alcohol beverages. (Attach separate sheet if needed)

ID Check point, Bracelets

10. Will premises to be covered by license comply with all Nebraska sanitation laws? YES ☒ NO ☐

a. Are there separate toilets for both men and women? YES ☒ NO ☐

11. Retailer: Will you be purchasing your alcohol from a wholesaler? YES ☒ NO ☐  
Non-Profit: Where will you be purchasing your alcohol?

Wholesaler ☒ Retailer ☐ Both ☐ BYO ☐  
(includes wineries)

12. Will there be any games of chance operating during the event? YES ☐ NO ☒

If so, describe activity \_\_\_\_\_

NOTE: Only games of chance approved by the Department of Revenue, Charitable Gaming Division are permitted. All other forms of gambling are prohibited by State Law. There are no exceptions for Non Profit Organizations or any events raising funds for a charity. This is only an application for a Special Designated License under the Liquor Control Act and is not a gambling permit application.

13. Any other information or requests for exemptions: \_\_\_\_\_

14. Name and telephone number/cell phone number of immediate supervisor. This person will be at the location of the event when it occurs, able to answer any questions from Commission and/or law enforcement before and during the event, and who will be responsible for ensuring that any applicable laws, ordinances, rules and regulations are adhered to. **PLEASE PRINT LEGIBLY**

Print name of Event Supervisor: Cody Schmick

Signature of Event Supervisor: Cody Schmick

Phone of Event Supervisor: Before 308-737-0639 During 308-737-0639

Consent of Authorized Representative/Applicant

15. I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

sign  
here

Cody Schmick  
Authorized Representative/Applicant

Owner/Operator  
Title

9-16-12  
Date

Cody Schmick  
Print Name

This individual must be listed on the application as an officer or stockholder unless a letter has been filed appointing an individual as the catering manager allowing them to sign all SDL applications.

The law requires that no special designated license provided for by this section shall be issued by the Commission without the approval of the local governing body. For the purposes of this section, the local governing body shall be the city or village within which the particular place for which the special designated license is requested is located, or if such place is not within the corporate limits of a city or village, then the local governing body shall be the county within which the place for which the special designated license is requested is located.

FORM 108  
REV 5/12  
Page 4 of 5

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# City of Broken Bow

Monday, September 24, 2012

City Council Regular Session

## Appointment of Doug Staab to the Broken Bow Airport Authority

*Appointment of Doug Staab to the Broken Bow Airport Authority for a two year term to fill vacancy of Terry Glaze*

Staff Contact: Mayor Cecil Burt



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# **City of Broken Bow**

**Monday, September 24, 2012**

**City Council Regular Session**

## **Memorandum of Understanding for TIF for Chris Myers**

**Staff Contact: City Attorney**

## MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (the "MOU") is made and entered into this 2nd day of May, 2011, between the City of Broken Bow, Nebraska (the "City") the Community Redevelopment Authority of the City of Broken Bow, Nebraska (the "CRA") and Chris Meyer Construction, a Nebraska Corporation (the "Company").

WHEREAS, the Company has indicated an interest in redeveloping and rehabilitating certain real property in the City legally described on Exhibit A (the "Property") and renovating and adding to the motor vehicle sales and service business thereby removing the blight conditions in proposed area 7 (the "Project");

WHEREAS, upon completion, the Company intends to operate the Project and will do business on the Property;

WHEREAS, prior to making additional financial commitments and continuing due diligence, the Company desires to have an indication of interest from the City with regard to certain financing and other assistance necessary to develop the Project;

WHEREAS, the City has made preliminary indications that it intends to declare an area of the City where the Company's property is located to be blighted and substandard. That further, the Company, based on indications by the City has pursued the Project with the use of TIF.

WHEREAS, the City finds it in the public interest to cooperate with the Company to promote the development of business activity in the City; and

WHEREAS, the parties desire to set forth their understandings and obligations to bring about the accomplishment of the foregoing recitals, all in accordance with the terms set forth in this MOU.

NOW, THEREFORE, in consideration of the foregoing recitals (which are specifically incorporated herein by this reference), the mutual covenants and agreements contained herein, and other good and valuable consideration, the parties hereby agree as follows:

1. *Definitions.* Capitalized terms used in this MOU shall have the meanings assigned herein.

2. *Company's Obligations.* Upon execution of this MOU, the Company may proceed with the following actions:

a. *Development of Project.* The Company agrees to use its best efforts to begin rehabilitation and redeveloping the Property and commence construction on the Project no later than May 2nd, 2011.

b. *Creation of Jobs.* The Company believes that the development of the Project will result in the creation of new jobs and retention of existing jobs within the City.

c. *Project Requires TIF.* The Company verifies that: (i) the Project would not be economically feasible without the use of tax-increment financing; and (ii) the Project would not occur in the Redevelopment Area without the use of tax-increment financing.

d. *Minimum Tax Payments.* The Company will be required by written agreement with the CRA and City to pay a minimum tax increment payment on the project (over and above an assessment based on January 1, 2011 Project valuation) sufficient to pay loans to the company.

e. *Indemnification.* The Company agrees to indemnify and hold the City, their employees, agents, independent contractors and consultants harmless from and against any and all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, resulting from, arising out of, or in any way connected with this MOU.

f. *No Sales Tax Exemption.* The Company agrees that it will not seek any exemption from the payment of sales tax or personal property tax on the Project, so long as any Tax Increment Revenue Bond on the Project remains unpaid.

3. *CRA's and City's Obligations.* In order to induce the Company to build the Project on the Property, the CRA and City shall use best reasonable efforts consistent with applicable law to work in good faith to consider any application for tax increment financing, community development debt or grants, or other financial incentives which might be available to promote the Company's economic development of the Project in the City. Specifically, the CRA and City shall consider the following:

a. *TIF Revenue Funds.* The CRA and City shall consider a grant of TIF funds to pay costs eligible for reimbursement as redevelopment project costs as defined by Neb. Rev. Stat. § 18-2103(12). Such grant shall be payable only from City funds generated by the Property pursuant to Neb. Rev. Stat. §18-2147(1)(b).

4. *Economic Feasibility.* Neb. Rev. Stat. 18-2116(1) requires the CRA and City to make findings as follows if a TIF application requests the use of funds as described in Section 3 above: (i) the Project would not be economically feasible without the use of tax-increment financing, (ii) the Project would not occur in the City without the use of tax-increment financing. Due to the proposed construction schedule of the Project and the impact of weather concerns on such schedule, the Company desires to begin construction on the Project immediately. If the Company does begin such construction, the CRA and City will analyze the economic feasibility of the Project and the likelihood the Project would occur in the City as of the time prior to the commencement of construction.

5. *Redevelopment Contract.* The CRA and City and the Company shall use their best reasonable efforts to negotiate and enter into a redevelopment contract in accordance with any timelines required by applicable law, subject to Section 3. The redevelopment contract shall outline the obligations and agreements with regard to the financing matters set forth in Section 3 above, including, without limitation, the amount of any tax increment revenue financing proceeds to be granted to the Company, along with any other agreements deemed necessary. Upon execution of the redevelopment contract, this MOU shall be deemed superseded and of no further force and effect.

6. *Intent of MOU.* The undersigned parties each acknowledge and agree that the Company would be unwilling to pursue any further discussions with regard to locating the Project in the City without execution of this MOU. The Company acknowledges and agrees that, until the CRA and the City act in accordance with law with regard to each parties' obligations as outlined in this MOU (i.e., following all notice and hearing requirements, etc.), any obligations set forth in this MOU for the CRA, City and the Company are nonbinding. This MOU does not approve or create an obligation to approve any subsequent TIF application submitted by the Company. The CRA and City retain full legislative to approve or deny any TIF application submitted by the Company.

7. *Counterp*

8. *rts.* This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The parties may execute this MOU and all other agreements, certificates, instruments and other documents contemplated by this MOU and exchange the counterparts of such documents by means of facsimile transmission. The parties agree that the receipt of such executed counterpart shall be binding on such parties and shall be construed as originals.

9. *Time.* This MOU and all obligations contained herein shall terminate July 1, 2011.

10. *Governing Law.* This MOU shall be governed by the laws of the State of Nebraska.

City of Broken Bow

Community Redevelopment Authority

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

\_\_\_\_\_  
Chairman

Chris Meyer Construction

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

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

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# **City of Broken Bow**

**Monday, September 24, 2012**

**City Council Regular Session**

**Acceptance of Woodcrest Infrastructure Improvements including Street, Water Main and Sewer Main as presented in the Phase I approval**

**Staff Contact: Mayor**

## Michelle Millsap

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**From:** Michelle Millsap  
**Sent:** Friday, September 07, 2012 10:10 AM  
**To:** 'Steve Parr'  
**Cc:** 'Mayor Burt'; Barry Fox; Elaine - City Clerk; Brent Burklund  
**Subject:** RE: FW: Broken Bow - Rolling Hills Development 2011-1  
**Attachments:** STC ENG-C3012070217030.pdf; Concrete Core Test Report 7-31--12.pdf; Dry Unit Wt Compaction Report.pdf; Print scan-20120727133238-0000.tif (1 page).pdf; Broken Bow - Woodcrest Final Plat - 2011.pdf

**Importance:** High

Mr. Steven Parr, RLS  
JEO Consulting Group, Inc.  
PO Box 207  
142 W. 11<sup>th</sup> Street  
Wahoo, Nebraska 68066-0207  
[sparr@jeo.com](mailto:sparr@jeo.com)

September 7, 2012

Dear Sir,

In response to your inquiry, we have asked our Engineer to provide the information requested. Following is the information that has been submitted regarding the Rolling Hills Development. Also attached are the requested test results and the Final Plat. Please review and respond as to the next steps and timeline for project acceptance.

Your requests, forwarded to us by Tony Tolstedt on 8/28/2012:

- “1. A letter from the Engineer of record stating the project was constructed according to the plans and specifications.

A letter sent around July 2nd, 2012 to Tony, City Manager. The letter is attached here again.

2. A set of “Record Drawings” or “As Builts” that would show any changes from the original plans. This should also show the location of the water and sanitary sewer service lines for each lot in relation to the lot lines, water main connections.

The construction was conducted without significant differences to the design.

3. A copy of the shop drawings of the materials incorporated into the project.
  - a. Water main pipe
  - b. Sanitary sewer main Pipe
  - c. Fire hydrant
  - d. Gate valve

- e. Fittings (tee, cross, etc.)
- f. Water service line materials (service line, saddle, corporation, curb stop, box)
- g. Sanitary sewer manhole
- h. Sanitary sewer service line material
- i. Concrete mix design for paving
- j. Storm sewer pipe

Submittal information is attached. NDOR 47B mix was used per NDOR specifications and design and thus no design submittal was made.

#### 4. Testing Data

- a. Trench testing (water, sanitary sewer, storm sewer, service lines)
- b. Subgrade testing
- c. Concrete testing (paving) slump, air, strength
- d. Water main disinfection results (Tony T furnished a copy to me.)
- e. Pressure test results of water main
- f. Low Pressure air test results of sanitary sewer main
- g. Copy of tv inspection of sanitary sewer main
- h. Sanitary sewer main deflection test
- i. Sanitary sewer main alignment test

Available testing results are attached. The water and sewer main testing was done on site with approval by Darren Marten in the field with Myers Construction.

I would also recommend a walkthrough of the project by City Staff (water, sewer, street), which I believe you have already done. I would check to make sure the manholes are clean and grouted, water main valve boxes are clean and the valves operate properly, storm sewer inlets are clean and grouted, fire hydrants operate properly, paving joints are sealed, etc.

The walkthrough has been completed by respective City of Broken Bow staff with Chris Myers.

I also noted on the plans that on the water and sanitary sewer plan sheets the street is labeled North Loop Road but on the paving sheet it is labeled Maple Road. I am not sure which one is correct. Maple Road is correct; See attached final plat.



Are the lot pins set? Finished on 8/30/12.”

\*\*\*\*\*

If you have further questions, please contact me.

Sincerely,  
Barry Fox  
Manager  
Rolling Hills LLC





**T. C. ENGINEERING INC.**

ONE SOUTH SYCAMORE STREET  
P. O. BOX 832  
NORTH PLATTE, NEBRASKA 69103  
(308) 534-9245  
email: [tcw@tcengineeringinc.com](mailto:tcw@tcengineeringinc.com)  
[brb@tcengineeringinc.com](mailto:brb@tcengineeringinc.com)

June 29<sup>th</sup>, 2012

**Mr. Tony Tolstedt**  
**City Administrator**  
**PO Box 504**  
**314 South 10<sup>th</sup> Ave**  
**Broken Bow, NE 68822**

RE: Woodcrest Subdivision Phase I

Dear Mr. Tolstedt,

This letter is in reference to the above Subdivision Infrastructure improvement including the Street work, water main, and sewer main work as presented in the Phase I approval.

To the best of our knowledge and understanding, the work has been substantially completed in accordance with the design drawings and specifications.

Thank you for your work on this project. If you have any questions, feel free to call or email as needed.

Sincerely,

Brent R Burklund, P.E.

**MID-STATE****ENGINEERING  
& TESTING INC.**

11 EAST 11TH STREET, KEARNEY, NE 68847

OFFICE: (308) 237-0187 FAX: (308) 237-9657

PROJECT: Hillcrest Subdivision

LOCATION: Broken Bow, Nebraska

CONTRACTOR: Myer's Construction

PROJECT #: 159-03-19

**CONCRETE CORE TEST REPORT****LOCATION OF CORES:**

- 1) North Loop Road, Sta 0+75, 4' Right of Centerline
- 2) North Loop Road, Sta 1+25, 4' Left of Centerline
- 3) North Loop Road, Sta 2+00, 9' Right of Centerline

**SPECIMEN DATA**

FIELD NUMBER	1A	2A	3A			
DATE CAST	Unknown	Unknown	Unknown			
AGE WHEN TESTED, DAYS	Unknown	Unknown	Unknown			
LABORATORY NUMBER	CR-4	CR-5	CR-6			
DATE CORED	7/31/12	7/31/12	7/31/12			
DATE TESTED	8/1/12	8/1/12	8/1/12			
CORE LENGTH (in.) (cut)	5 15/16"	6 9/16"	5 13/16"			
CAPPED LENGTH (in.)	6 1/8"	6 5/8"	6 1/8"			
DIAMETER (in.)	3.93"	3.93"	3.93"			
LENGTH/DIAMETER RATIO	1.51	1.67	1.48			
AREA (sq in.)	12.13"	12.13"	12.13"			
UNIT WEIGHT (pcf)	139.9	134.6	140.7			
MAXIMUM LOAD (lbs.)	60,610	58,590	56,690			
COMPRESSIVE STRENGTH (psi)	5000	4830	4670			
CORRECTED COMPRESSIVE STRENGTH (psi)	4800	4690	4480			

**COPIES TO:****REMARKS:**

- 1) Original Length 6 1/4"
- 2) Original Length 6 3/4"
- 3) Original Length 6"

**MID-STATE  
ENGINEERING &  
TESTING, INC.**

**DRY UNIT WEIGHT  
COMPACTION  
TEST REPORT**

Project: Hillcrest Subdivision  
Location: Broken Bow, Nebraska  
Job No.: 159-03-19  
Date: 7-31-12

**TEST RESULTS**

Sample No.	Location	Material Content	Moisture Content	Wet Density	Dry Density	Max Density	Compaction Percentage
1	Sta 0+75, 4' Right of Centerline	Light Grey Brown Lean Clay w/ Rust Stains & Calcium Deposits	18.0%	122.3	103.6	105.0	99%
2	Sta 1+25, 4' Left of Centerline	Light Brown Lean Clay w/ Rust Stains & Carbon Deposits	10.1%	N/A	N/A	N/A	N/A
3	Sta 2+00, 9' Right of Centerline	Light Grey Brown Lean Clay w/ Rust Stains & Carbon Deposits	15.3%	114.5	99.3	105.0	95%

Remarks: Sample Number 2 fell apart. Could not get density, only moisture content.

Lab No: A-6256

# BIOLOGICAL EXAMINATION OF PUBLIC DRINKING WATER

WATER SUPPLY # NE 3104105 SAMPLE LOCATION E.H. top of Hillcrest Subdiv  
 CITY-VILLAGE Broken Bow SITE \_\_\_\_\_ ZONE \_\_\_\_\_  
 DATE COLL 7.25.2012 TIME 8:30 AM SAMPLE TYPE  
 COLL BY Myers Christopher ☐ RT - ROUTINE  
 LAST FIRST ☒ SP - SPECIAL  
☐ RL - REPLACEMENT  
☐ RF - REPEAT

FOR LABORATORY USE ONLY

SAMPLE NO. 88772

DATE RECEIVED 7.26.12  
 MONTH DAY YEAR

☒ Sample meets bacteriological safety requirements.  
☐ Sample DOES NOT meet bacteriological safety requirements.

COLIFORM 0 / 100mL  
☐ S.M. 9222B ☒ S.M. 9222B-PAIOT

PLEASE PRINT YOUR COMPLETE ADDRESS

Myers Construction  
 NAME 79849 HWY 2  
 MAILING ADDRESS Broken Bow NE 68822  
 CITY STATE ZIP CODE

CENTRAL DISTRICT HEALTH LABORATORY  
 1137 SOUTH LOCUST STREET, GRAND ISLAND, NE 68801  
 308-385-5175 • FAX 308-385-5181 • www.cdhd.ne.gov

FOR REPEAT & REPLACEMENT SAMPLES ONLY

ORIGINAL LABORATORY SAMPLE # \_\_\_\_\_  
 REPEAT LOCATION CODE  
☐ OR - ORIGINAL LOCATION  
☐ OT - OTHERSITE  
☐ NF - NEAR 1ST SERV. CONNECTION  
☐ DN - DOWNSTREAM  
☐ UP - UPSTREAM

TEST(S) BY M DATE OUT 7.27.12  
 MONTH DAY YEAR

# BIOLOGICAL EXAMINATION OF PUBLIC DRINKING WATER

WATER SUPPLY # NE 3104105 SAMPLE LOCATION E.H. top of Hillcrest Subdiv  
 CITY-VILLAGE Broken Bow SITE \_\_\_\_\_ ZONE \_\_\_\_\_  
 DATE COLL 7.26.2012 TIME 9:10 AM SAMPLE TYPE  
 COLL BY Myers Christopher ☐ RT - ROUTINE  
 LAST FIRST ☒ SP - SPECIAL  
☐ RL - REPLACEMENT  
☐ RF - REPEAT

FOR LABORATORY USE ONLY

SAMPLE NO. 88771

DATE RECEIVED 7.26.12  
 MONTH DAY YEAR

☒ Sample meets bacteriological safety requirements.  
☐ Sample DOES NOT meet bacteriological safety requirements.

COLIFORM 0 / 100mL  
☐ S.M. 9222B ☒ S.M. 9222B-PAIOT

PLEASE PRINT YOUR COMPLETE ADDRESS

Myers Construction Inc.  
 NAME 79849 HWY 2  
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 REPEAT LOCATION CODE  
☐ OR - ORIGINAL LOCATION  
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☐ NF - NEAR 1ST SERV. CONNECTION  
☐ DN - DOWNSTREAM  
☐ UP - UPSTREAM

TEST(S) BY M DATE OUT 7.27.12  
 MONTH DAY YEAR

**Woodcrest Subdivision**

of part of the SE ¼ of Section 28,  
T-17-N, R-20-W of the 6th P.M.,  
City of Broken Bow, Custer County, Nebraska  
October 2011

[illegible]

**ACKNOWLEDGMENT**

State of Nevada County of Clark SS

Do it remembered that on this \_\_\_\_\_ day of \_\_\_\_\_, 2011, before me, a notary public in and for said State of Nevada, personally appeared \_\_\_\_\_, known to be the same person who executed the instrument of writing and duly acknowledged same, in testimony whereof, I have hereunto affixed my notarial seal the day and year above written.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**PLANNING COMMISSION APPROVAL**

The final plat of Woodcrest Subdivision has been submitted to and approved by the Jackson Township Council on this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

Chairman \_\_\_\_\_

Secretary \_\_\_\_\_

**CITY COUNCIL APPROVAL**

The final plat of Woodcrest Subdivision has been submitted to and approved by the Jackson Township Council on this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

Signature: \_\_\_\_\_  
(Name) \_\_\_\_\_  
(Title) \_\_\_\_\_, Matling Mills, LLC

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Engineer

City Clerk

List Date:

L1 = S 80°35'39"E, 15.00'  
L2 = 1°33'50" R, 253.33' arc  
L3 = 1°33'50" R, 66.27' arc  
L4 = 4°52'23" R, 66.27' arc  
L5 = 1°11'41" R, 137.98' arc  
L6 = 6°59'09" R, 31.23' arc  
L7 = 3°30'00" R, 12.8' arc  
L8 = 9°46'19" R, 17.00' arc

7.05° Bearing: S81°46'10"E  
50.91° Bearing: S64°31'17"E  
28.42° Bearing: S47°41'59"E  
38.20° Bearing: S79°49'55"E  
66.29° Bearing: S57°07'34"E  
17.00° Bearing: S62°27'47"E

LEGAL DESCRIPTION OF ENTIRE TRACT

[illegible]

heretofore testify that on \_\_\_\_\_, 2011, under my personal supervision, I completed an accurate survey of "Woodcroft Subdivision", a subdivision in the City of Denver, Denver County, Nebraska, as shown on the accompanying plat thereto, that iron markers were found or placed at all property corners; that the dimensions of the property are as shown on the plat; that said survey was made with reference to known and recorded monuments and that said plat is true and correct to the best of my knowledge

**Jonathan M. Litwinski** L.S., 464  
Registered Land Surveyor

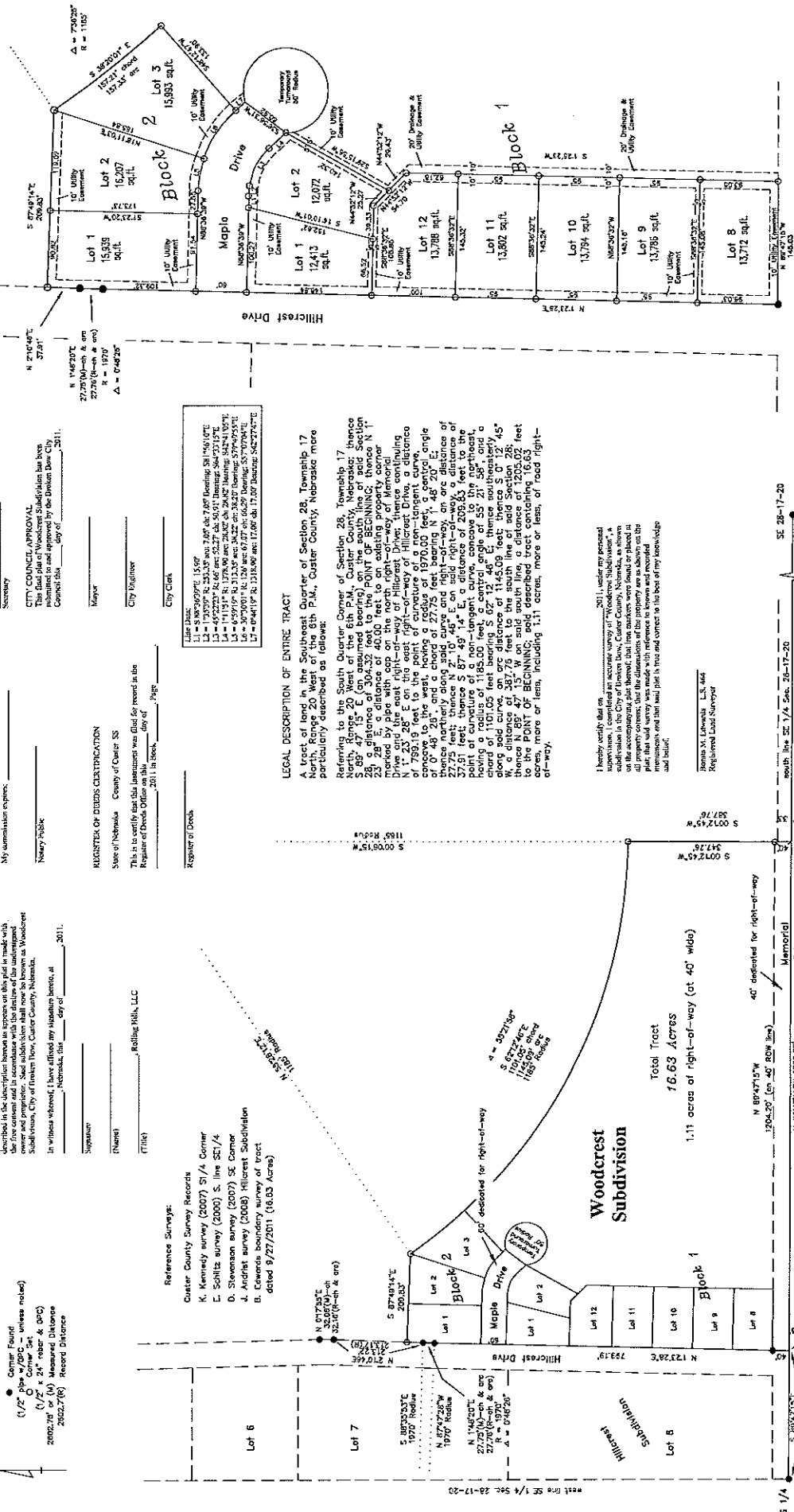
SE Corner Section 28-17-20  
Burd Alum. Cap  
ok nail w/washer top fence post 66.75' NNE  
ok nail w/washer top fence post 69.57' NE

NORTH PLATTE NF 69103 308-532-1819

PO BOX 507

EDWARDS LAND SURVEYING 210 WEST 5TH STREET

by n. of center co. rd.



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# **City of Broken Bow**

**Monday, September 24, 2012**

**City Council Regular Session**

## **Memorandum of Understanding for TIF for Arrow Seed**

**Staff Contact: City Attorney**

## MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (the "MOU") is made and entered into this 2nd day of May, 2011, between the City of Broken Bow, Nebraska (the "City") the Community Redevelopment Authority of the City of Broken Bow, Nebraska (the "CRA") and Arrow Seed Company, Inc., a Nebraska Corporation (the "Company").

WHEREAS, the Company has indicated an interest in redeveloping and rehabilitating certain real property in the City legally described on Exhibit A (the "Property") and renovating and adding to the motor vehicle sales and service business thereby removing the blight conditions in proposed area 7 (the "Project");

WHEREAS, upon completion, the Company intends to operate the Project and will do business on the Property;

WHEREAS, prior to making additional financial commitments and continuing due diligence, the Company desires to have an indication of interest from the City with regard to certain financing and other assistance necessary to develop the Project;

WHEREAS, the City has made preliminary indications that it intends to declare an area of the City where the Company's property is located to be blighted and substandard. That further, the Company, based on indications by the City has pursued the Project with the use of TIF.

WHEREAS, the City finds it in the public interest to cooperate with the Company to promote the development of business activity in the City; and

WHEREAS, the parties desire to set forth their understandings and obligations to bring about the accomplishment of the foregoing recitals, all in accordance with the terms set forth in this MOU.

NOW, THEREFORE, in consideration of the foregoing recitals (which are specifically incorporated herein by this reference), the mutual covenants and agreements contained herein, and other good and valuable consideration, the parties hereby agree as follows:

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4. *Economic Feasibility.* Neb. Rev. Stat. 18-2116(1) requires the CRA and City to make findings as follows if a TIF application requests the use of funds as described in Section 3 above: (i) the Project would not be economically feasible without the use of tax-increment financing, (ii) the Project would not occur in the City without the use of tax-increment financing. Due to the proposed construction schedule of the Project and the impact of weather concerns on such schedule, the Company desires to begin construction on the Project immediately. If the Company does begin such construction, the CRA and City will analyze the economic feasibility of the Project and the likelihood the Project would occur in the City as of the time prior to the commencement of construction.

5. *Redevelopment Contract.* The CRA and City and the Company shall use their best reasonable efforts to negotiate and enter into a redevelopment contract in accordance with any timelines required by applicable law, subject to Section 3. The redevelopment contract shall outline the obligations and agreements with regard to the financing matters set forth in Section 3 above, including, without limitation, the amount of any tax increment revenue financing proceeds to be granted to the Company, along with any other agreements deemed necessary. Upon execution of the redevelopment contract, this MOU shall be deemed superseded and of no further force and effect.

6. *Intent of MOU.* The undersigned parties each acknowledge and agree that the Company would be unwilling to pursue any further discussions with regard to locating the Project in the City without execution of this MOU. The Company acknowledges and agrees that, until the CRA and the City act in accordance with law with regard to each parties' obligations as outlined in this MOU (i.e., following all notice and hearing requirements, etc.), any obligations set forth in this MOU for the CRA, City and the Company are nonbinding. This MOU does not approve or create an obligation to approve any subsequent TIF application submitted by the Company. The CRA and City retain full legislative to approve or deny any TIF application submitted by the Company.

7. *Counterp*

8. *rts.* This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The parties may execute this MOU and all other agreements, certificates, instruments and other documents contemplated by this MOU and exchange the counterparts of such documents by means of facsimile transmission. The parties agree that the receipt of such executed counterpart shall be binding on such parties and shall be construed as originals.

9. *Time.* This MOU and all obligations contained herein shall terminate July 1, 2011.

10. *Governing Law.* This MOU shall be governed by the laws of the State of Nebraska.

City of Broken Bow

Community Redevelopment Authority

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

\_\_\_\_\_  
Chairman

Arrow Seed Company, Inc.

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

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

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# **City of Broken Bow**

**Monday, September 24, 2012**

**City Council Regular Session**

**Gary Van Meter from Central Nebraska Economic Development  
District discussion of membership reimbursement**

**Staff Contact: Mayor Cecil Burt**

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# City of Broken Bow

Monday, September 24, 2012

City Council Regular Session

## Recommendation of Board of Public Works for Mayor and City Council to adopt Ordinance No. 2012-1124

*Recommendation of Board of Public Works for Mayor and City Council to adopt Ordinance No. 2012-1124 establishing a 3% increase in water rates*

Staff Contact: Water Superintendent Darren Marten

## **CITY OF BROKEN BOW, NEBRASKA**

### **ORDINANCE NO. 2012-1124**

AN ORDINANCE OF THE CITY OF BROKEN BOW, NEBRASKA  
ESTABLISHING THE WATER USE FEE, REPEALING THE SECTIONS OF ALL  
PREVIOUS ORDINANCES IN CONFLICT WITH THIS ORDINANCE, AND  
PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

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

Section 1. There will be a minimum monthly customer charge based on service size. The customer charges for services within the City limits are \$14.10 for services smaller than 1", \$23.18 for 1" services, \$79.98 for 1 1/2" services, \$106.80 for 2" services, \$232.84 for 3" services and \$663.34 for 4" services. The customer charges for Rural services are \$15.51 for services smaller than 1", \$25.50 for 1" services, \$87.98 for 1 1/2" services, \$117.48 for 2" services, \$256.13 for 3" services and \$729.68 for 4" services. A flat fee based on 8000 gallons of usage per month in addition to the minimum customer charge will be charged to customers at locations not metered.. The customer charges in all cases are fixed fees in addition to and separate from usage charges. Monthly-billed accounts are due by the 10<sup>th</sup> of each month. Delinquent accounts will be subject to a 5% late charge.

Section 2. There will be a usage charge of \$1.47/1000 gallons-(City) and \$1.62/1000 gallons (Rural)

Section 3. These rates and charges will become effective with the October, 2012 meter readings.

Section 4. All sections of all ordinances in conflict with this ordinance are hereby repealed.

Section 5. That this ordinance shall be in full force and take effect from and after it's approval and publication according to law. Passed and approved this 24<sup>th</sup> day of September, 2012.

Section 6. Backflow surveys are mandated by the Nebraska Department of Health. Customers refusing to complete and return said surveys may have their water service disconnected for non-compliance. A \$40.00 service charge will be assessed to those customers that are disconnected. Service will not be restored until the backflow survey is completed and the service charge is paid.

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

ATTEST:

\_\_\_\_\_  
Elaine Bayer, City Clerk

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# City of Broken Bow

Monday, September 24, 2012

City Council Regular Session

## Recommendation of Board of Public Works for City Council to adopt Ordinance No. 2012-1125

*Recommendation of Board of Public Work for Mayor and Council to approve Ordinance No. 2012-1125 establishing a sewer use fee increasing City residents customer charge from \$17.00 per month to \$19.00 per month plus an increase from \$2.05 to \$2.30 per 1110 gallon/residential customer charge from \$18.70 per month to \$20.90 per month plus and increase from \$2.26 to \$2.55 per 1000 gallon*

Staff Contact: Water Superintendent Darren Marten

## **CITY OF BROKEN BOW, NEBRASKA**

### **ORDINANCE NO. 2012-1125**

**AN ORDINANCE OF THE CITY OF BROKEN BOW, NEBRASKA ESTABLISHING THE SEWER USE FEE, REPEALING THE SECTIONS OF ALL PREVIOUS ORDINANCES IN CONFLICT WITH THIS ORDINANCE, AND PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.**

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

Section 1. There will be \$19.00 per month customer charge plus \$2.30/1000 gallons (City) and \$20.90 per month customer charge plus \$2.55/1000 gallons (Rural) based on winter (December, January, February) average water usage. A flat usage fee based on 4000 gallons of usage per month will be charged to residential customers at locations that are not water metered or for new residential customers with no usage history. New commercial customer user charges will be calculated by historic usage at that location or by comparability with like or similar businesses until a historical usage is created. Commercial customers that have summer peak sewer usage shall have a monthly customer charge calculated on a twelve (12) month average. Large Industrial customers may be calculated on a monthly basis. The customer charge is in all cases a fixed fee in addition to and separate from usage charges. Monthly-billed accounts are due by the 10<sup>th</sup> of each month. Delinquent accounts will be subject to a 5% late charge.

Section 2. These rates will become effective with the October, 2012 meter readings

Section 3. All sections of all ordinances in conflict with this ordinance are hereby repealed.

Section 4. That this ordinance shall be in full force and take effect from and after its passage, approval and publication according to law.

Passed and approved this 24<sup>th</sup> day of September, 2012.

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

ATTEST:

\_\_\_\_\_  
Elaine Bayer, City Clerk



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# **City of Broken Bow**

## **Monday, September 24, 2012**

### **City Council Regular Session**

#### **Lexington Area Solid Waste**

*Council will consider whether to continue their agreement with Lexington Area Solid Waste as per the original Contract provided herein. Should the City elect to withdraw from the LASWA Resolution 2012-14 shall be aadopted*

**Staff Contact: Mayor Cecil Burt**

# INTERLOCAL AGREEMENT

## CREATING THE

### LEXINGTON AREA SOLID WASTE AGENCY

THIS AGREEMENT is made this 25th day of May, 1993, by and among the Initial Members shown as signatories below, hereinafter collectively referred to as "Initial Members". The term "Member" or "Members" as used in this Agreement includes the Initial Members and Additional Members approved in accordance with Article V of this Agreement. The term "solid waste jurisdiction area" shall have the meaning afforded such term by the Integrated Solid Waste Management Act.

## I

### CREATION OF THE SOLID WASTE AGENCY

Pursuant to Sections 13-801 to 13-827 of R.R.S. Neb. 1943, as amended (the "Interlocal Cooperation Act"), the Initial Members hereby create a joint entity which shall be named the Lexington Area Solid Waste Agency (the "Agency") and shall constitute a separate body corporate and politic under the provisions of the Interlocal Cooperation Act. The Agency shall be subject to control by the Members in accordance with the terms of this Agreement. The governing body of each Initial Member shall have approved this Agreement by resolution. A Certified copy of each approving resolution shall be kept on file at such place as directed by Board of Directors. The Agency's existence shall commence upon the execution of this Agreement on behalf of each Initial Member shown as a signatory below.

## II

### PURPOSES

The purpose of the Agency are as follows:

- (a) To make efficient use of the powers of the Members by enabling them to cooperate with each other on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of the local communities.
- (b) To enable the Members to comply with the mandates of Section 13-2001 to 13-2043 of R.R.S. Neb. 1943, as amended (the "Integrated Solid Waste Management Act"), the Resource Conservation and Recovery Act, any amendments thereto, and the rules and regulations promulgated pursuant to such acts.
- (c) To provide or contract for integrated solid waste management facilities and services as approved by the Agency Board with the landfill to be located adjacent to the Lexington landfill site, and with initial engineering and fiscal consulting services provided by Miller & Associates and Chiles-Heider & Co.

### III.

#### ORGANIZATION

(a) Agency Board: The governing body of the Agency shall be designated as the Agency Board (the "Board"), which shall consist of one representative appointed by resolution of the governing body of each Member. Each resolution of appointment shall take effect upon filing of a certified copy of such resolution at the Agency's office.

(b) Voting: Each Member shall have one representative and, so long as the only Members of the Agency are the Initial Members, each Member representative shall have one vote. In the event that additional Members are approved in accordance with Paragraph IV (d), each Member's representative to the Board shall have one vote for each 1,000 of population plus an additional vote for any fraction of 1,000 above its highest thousand of population, and any Member with population of less than 1,000 shall have one vote. For purposes of this

Paragraph, a Member's population shall mean the population residing within such Member's solid waste jurisdiction area as determined by the most recent federal census or special federal census, for such area.

(c) Quorum: A quorum of the Board shall consist of forty percent of all Member representatives appointed to the Board.

(d) Majority Vote: Unless otherwise required by this Agreement, any board action shall require an affirmative vote of the majority of the Member representative constituting a quorum at a meeting under Article III (c) of this Agreement.

(e) Officers: The Board shall elect a Chairperson, Vice Chairperson and a Secretary-Treasurer at its initial meeting and at its January meeting in each succeeding year, or at the Board's next regular or special meeting in the event a vacancy occurs in any office. Each officer shall serve so long as he or she remains a Member representative or until his or her successor is chosen, whichever shall first occur.

(f) Board Meetings: The Board shall meet at least annually on the 1st Monday in January of each year and such other regular meetings and at such place as shall be determined in the Bylaws or by vote of the Board. Special meetings of the Board may be called as provided in the Bylaws. The Board may elect to reimburse Members for the expense of attending each meeting.

(g) Agency Legal Counsel: The Board may employ legal counsel and may set and approve compensation for such counsel.

(h) Executive Committee: There shall be established an Executive Committee, the Members of which shall be the Board Chairperson, Vice Chairperson and Secretary-Treasurer, and two (2) other members of the Agency Board. At least Three (3) members of the executive committee shall be agency Board members from either Gothenburg, Cozad, Lexington, or Dawson County. Each member of the Executive Committee shall have



one vote. The Executive Committee shall have such power, authority and duties as the Board may from time to time delegate to it, including the authority to approve the payment of claims. It shall report its acts and doings to the Agency Members on a periodic basis, and to the Board at each Board meeting. A quorum of the Executive Committee shall consist of a majority of the voting members thereof.

#### IV.

##### DURATION

(a) Commencement: The Agency shall commence doing business May 17, 1993, or immediately upon approval of this Agreement by the County of Dawson, the City of Lexington, the City of Cozad, and the City of Gothenburg, whichever occurs later.

(b) Initial Member Eligibility: Other cities, villages and counties located in the State of Nebraska that approve this Agreement by resolution adopted on or before June 1, 1993, are eligible to become Initial Members. Those counties eligible as Initial Members may join with respect to a whole or a portion of their solid waste jurisdiction area and, if joining in this Agreement as to only a portion of such solid waste jurisdiction area, shall provide the Agency with a map, legal description and waste generator information with respect to the portion so designated. Upon execution of this Agreement by the authorized representative of any such city, village or county, such entity shall become an Initial Member.

(c) Additional Member Eligibility: In order to qualify as an additional member, an entity must be either a county, (acting with respect to either the whole or to a designated portion of its solid waste jurisdiction area or territory) located in the State of Nebraska; or a city or village located in the State of Nebraska.

(d) Approval of Additional Members: Additional Members may be added to the Agency upon a three-fourths affirmative vote of all the Member representatives to the Board. Upon approval of an Additional Member, the Board shall establish policies and procedures

governing the time, manner and amount of financial contributions due from such Additional Member. The addition of a Member shall be effective upon the filing at the Agency's office of a resolution adopted by the governing body of such Additional Member approving the terms of this Agreement, any amendments thereto, and the Board's policies and procedures governing financial contribution by such Additional Member.

#### IV.

#### POWERS

The Agency shall have such powers as are allowed by the Interlocal Cooperation Act, any amendments thereto, the Integrated Solid Waste Management Act, and any amendments thereto including, but not limited to, the powers:

- (a) to sue and be sued;
- (b) to have a seal and alter the same at pleasure or to dispense with the necessity thereof;
- (c) to make and execute contracts and other instruments necessary or convenient to the exercise of its powers, including service agreements as provided by the Integrated Solid Waste Management Act and any amendments thereto;
- (d) from time to time, to make, amend, and repeal bylaws, rules, and regulations, not inconsistent with the Interlocal Cooperation Act and this Agreement, to carry out and effectuate its powers and purposes;
- (e) to make all necessary rules and regulations governing the use, operation, and control of a facility or system for integrated solid waste management;
- (f) to establish just and equitable rates or charges to be paid for the use of integrated solid waste management facilities or systems, including direct charges to each person whose premises are served by said facility or system, tipping charges for persons hauling solid waste to a facility and charges for late payments; if the charges so established by the

Agency are not paid when due, the Agency shall have the power to recover such charges in the manner provided by the Integrated Solid Waste Management Act or as otherwise provided by law;

- (g) to purchase, plan, develop, construct, equip, maintain, and improve facilities and systems for use in solid waste management and may lease or acquire land in fee by gift, grant, purchase or condemnation, as necessary for the construction and operation of such a facility or system;
- (h) to acquire, hold, use and dispose of the reserves derived from the operation of solid waste management facilities and systems and other moneys of the Agency;
- (i) to acquire, hold, use and dispose of other personal property for the purposes of the Agency;
- (j) to cause the transfer, diversion, or disposal of solid waste material originating within each Member pursuant to a contract between the Agency and the Member pertinent thereto;
- (k) to make or cause to be made studies and surveys necessary or useful and convenient to carrying out the functions of the Agency;
- (l) to contract with and compensate consultants for professional services including, but not limited to, architects, engineers, planners, lawyers, accountants, rate specialists, and others found necessary or useful and convenient to the stated purposes of the Agency;
- (m) to provide for a system of budgeting, accounting, auditing and reporting of all Agency funds and transactions, for a depository, and for the bonding of officers and employees;
- (n) to consult with representatives of Federal, State, and local agencies, departments and their officers and employees and to contract with such agencies and departments;
- (o) to exercise such other powers as are available under the then existing law of each Member;



- (p) to borrow money, make and issue negotiable bonds, certificates, bond anticipation notes, refunding bonds and notes, all in accordance with Sections 13-808 through 13-824 of the Interlocal Cooperation Act, and any amendments thereto, and to secure the payment of such bonds, certificates, refunding bonds and notes or any part thereof by a pledge of any or all of the Agency's net revenues and any other funds which the Agency has a right to, or may hereafter have the right to pledge for such purposes;
- (q) to provide in the proceedings authorizing such obligations for remedies upon default in the payment of principal and interest on any such obligations, including, but not limited to, the appointment of a trustee to represent the holders of such obligations in default and the appointment of a receiver of the Agency's property, such trustee and such receiver to have the powers and duties provided for in the proceeding authorizing such obligations;
- (r) to receive funds from each Member as payment for providing collection, transfer, diversion or disposal of domestic solid waste from premises therein; provided, however, that in lieu of or in addition to receiving such funds from Members, the Agency shall have the power to bill each person whose premises are served and to levy tipping charges as described in Article VI, Paragraph (f);
- (s) to employ a manager which may exercise such of the Agency's powers as shall be determined by contract;
- (t) to hire employees, fix their compensation, benefits, personnel rules and regulations, and terminate their employment;
- (u) to borrow money and accept grants, contributions or loans from, and to enter into contract, leases, or other transactions with Municipal, County, State or Federal Government; and



- (v) to require contributions from its Members pursuant to policies and procedures adopted by the Board pursuant to Articles V (c) and VI.

## VII.

### TECHNICAL COOPERATION FROM MEMBERS

The Members agree to respond to reasonable requests to make local records available to the Agency for the purposes of this Agreement, and to assure that engineers, architects and consultants hired by the Members release to the Agency materials, data and other items pertinent to this Agreement.

## VIII.

### BUDGETING

The Board shall prepare a budget based on a fiscal year ending December 31 for the operation of the Agency, the same to be adopted by the Board no later than November 1 of each year. Approval of the budget shall require a majority affirmative vote of all the Members represented to the Board. A copy of the budget for the ensuing fiscal year shall be forwarded to each Member no later than the first day of December following its adoption.

## IX.

### NOT FOR PROFIT

It is expressly understood that the Agency is a public body acting for and on behalf of the political subdivisions which constitute its Members and is to be operated not for profit. No profit or dividend from the Agency shall inure to the benefit of any individual.

## X.

### WITHDRAWAL AND DISSOLUTION

(a) Withdrawal: Any member seeking to withdraw from membership in the Agency shall file in the Agency's office a certified copy of the resolution of the Member's governing body approving withdrawal. The withdrawal shall be effective upon such filing.

the withdrawing Member shall not be entitled to any refund of any contributions previously paid to the Agency. Any Member seeking to withdraw that is a party to a service agreement with Agency shall remain bound by such service agreement in accord with its terms.

(b) Dissolution: The Agency may be dissolved only by the adoption of resolutions approving such action by the governing body of each Member, provided that the Agency may not be dissolved until all outstanding bonds, notes, service agreements or other contractual obligations and legal claims shall have been satisfied in full.

(c) Distribution of Assets: Upon dissolution of the Agency, each Member shall become the owner of a fractional undivided interest in all remaining assets of the Agency. Each Member's undivided fractional interest in such assets shall be determined in accordance with that fraction which is produced by dividing the population of the Member's solid waste jurisdiction area or the designated portion of such area as provided in Article V by the total population of all Members' solid waste jurisdiction areas or the designated portion of such areas as provided in Article V. Such population shall be ascertained from the most recent federal census or special federal census, whichever is latest, for such solid waste jurisdiction areas.

## XI.

### MANNER OF ACQUIRING AND HOLDING PROPERTY

The Board may lease, purchase, or acquire by any means, from Members or from any other source, such real and personal property as is required for the operation of the Agency and for carrying out of the purposes of this Agreement. The title to all such property, personal or real, shall be held in the name of the Agency.

All conveyances of real property owned or held in the name of the Agency shall be authorized by resolution of the Board and executed by the Chairperson or Vice Chairperson on behalf of the Agency.

XII.

AMENDMENT OF AGREEMENT

This Agreement, except Article II (c), may be amended upon approving resolutions adopted by at least three-fourths of the governing bodies constituting the membership. A certified copy of each approving resolution shall be submitted to and kept on file at the Agency's office.

THIS AGREEMENT ADOPTED AND EXECUTED by duly adopted resolution of the governing body on the date and year above stated.

CITY OF BROKEN BOW

(Typed or printed name of Governmental Subdivision)

BY: C. L. Hensley

Title: Mayor

ATTEST:

[Signature]  
Clerk

(SEAL)

(Two copies of this Agreement are to be executed. One to remain with the Subdivision signing, and the other to be forwarded to the City of Lexington, P.O. Box 70, Lexington, NE 68850)





## LEXINGTON AREA SOLID WASTE AGENCY

76460 HWY 21, LEXINGTON, NE 68850 (308) 324-3351 FAX 324-3352

July 23, 2012

City of Broken Bow  
3145 10<sup>th</sup> Ave  
Broken Bow, Nebraska  
68822

Attention: Broken Bow Clerk

Dear Member:

In April of this year, the Lexington Area Solid Waste Agency forwarded a Memorandum in regard to its Service Agreement and another relating to continued membership in LASWA. As you are aware, the Service Agreement was effectively terminated June 1, 2012.

Since no response was received from you, it is our thought that your entity is in favor of withdrawal from LASWA. As explained in the Memorandum, in order to effectively withdraw, a Resolution will have to be passed by your Governing Body and Certified by the Clerk. Withdrawal is effective once the Certified Copy is received by the Lexington Area Solid Waste Agency.

We have enclosed for your use a Sample Resolution to effectuate this procedure. We are helpful that this will prove helpful if you, in fact, wish to withdraw.

If your lack of response is merely an oversight, and you do want to remain a viable member of the Lexington Area Solid Waste Agency, please get in touch with Ann Eggleston at your earliest convenience so that we can correct our records.

We look forward to hearing from you.

Respectfully,



SAM MCCAIN

SM:pm

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# City of Broken Bow

## Monday, September 24, 2012

### City Council Regular Session

#### Approval of bid for purchase of one tractor

*Council approved purchase of two tractors at the August 27, 2012 meeting. This bid is for the approval of the purchase of the first tractor*

Staff Contact: Street Superintendent

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# City of Broken Bow

## Monday, September 24, 2012

### City Council Regular Session

#### Resolution 2012-14

*An ordinance providing for withdrawal from membership in Lexington Area Solid Waste Agency pursuant to the provisions of the Interlocal Agreement.*

Staff Contact: City Administrator/City Attorney

RESOLUTION NO. 2012-11

WHEREAS, in 1993, the City of Broken Bow, entered in to a Interlocal Agreement creating the Lexington Area Solid Waste Agency, herein referred to as LASWA; and,

WHEREAS, pursuant to Paragraph IX of said Interlocal Agreement, the City is seeking to withdraw its membership in LASWA; and,

WHEREAS, said withdrawal is effective upon filing of a Certified Copy of said Resolution with LASWA.

NOW THEREFORE, BE IT RESOLVED, that the CITY, by and through its Mayor and City Council hereby withdraws from membership in Lexington Area Solid Waste Agency pursuant to the provisions of the Interlocal Agreement;

BE IT FURTHER RESOLVED, that this withdrawal shall be effective upon the filing of a Certified Copy of the Resolution with LASWA.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012

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

ATTEST

\_\_\_\_\_  
Elaine Bayer, City Clerk