

CITY OF BROKEN BOW
CITY COUNCIL AGENDA
January 10th, 2017 @ 12:00 NOON
City Hall Council Chambers
314 South 10th Avenue, Broken Bow, NE

Call to Order

A. Roll Call

B. Pledge of Allegiance

C. Open Meeting Law: A current copy of the Open Meetings Act is posted on the North wall in the rear of the Council Chambers and is available for review by all citizens in attendance.

D. Consent Agenda: The Mayor & Council will review and may or may not approve the consent agenda items for January 10th, 2017, which will include the following:

- a. Approval of Minutes of December 27th, 2016 Council Meeting [Hyperlink](#)
- b. Approval of Bills as Posted [Hyperlink](#)

E. Other Communications:

- a. **Bill Butler** - Bill Butler would like to discuss the closure of South D Street in August.
- b. **Judy Petersen** – Executive Director, Central Nebraska Economic Development District
- c. **Meredith McDowell** – Present information on Local Sex Trafficking Night of Awareness

F. New Business:

- a. **ALS-BLS Joint Prehospital Intercept Agreement** – May or may not vote to approve the ALS-BLS Joint Prehospital Intercept Agreement. [Hyperlink](#)
- b. **Amendment to 2015 JEO Agreement** – May or may not vote to approve the amendments to the JEO Agreement in regards to 2015 Downtown Improvements. [Hyperlink](#)
- c. **Resolution 2017-1 - Trail Master Plan** – May or may not vote to approve the agreement with JEO Consulting Group Inc. to create a master trail plan. [Hyperlink](#)
- d. **Resolution 2017-2 – Comprehensive Plan** – May or may not vote to approve payment #16 to JEO Consulting Group Inc. in the amount of \$2,560.00 for work completed on the Broken Bow Comprehensive Plan and Zoning/Subdivision Regulations through December 16, 2016. [Hyperlink](#)

G. Comments by Mayor and Council Members Concerning City Departments.

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January 10th, 2017 @ 12:00 NOON
City Hall Council Chambers
314 South 10th Avenue, Broken Bow, NE

H. Public Comment Period: The Mayor and Council will hear comments about any items not on the agenda. Every person speaking during the meeting shall come to the podium and state his or her name and postal address. All citizen remarks or questions shall be directed to the Mayor, who will determine by whom the response shall be made. In order to assure appropriate communication, persons are asked to limit any comments to five minutes.

I. Closed Session – May or may not vote to enter closed session to discuss potential litigation.

J. Adjournment

The Council reserves the right to enter into closed session pursuant to law.

Upcoming Events

- ❖ **January 11th** – Planning Commission Meeting at 12:00 p.m. @ Municipal Building
- ❖ **January 12th** – Board of Adjustment Meeting at 12:00 p.m. @ Municipal Building
- ❖ **January 18th** – Nebraska811 Meeting at 8:30 a.m. @ Municipal Building

The next City Council Meeting will be on January 24th, 2017 @ 12:00 pm.

**Broken Bow City Council
Meeting Minutes
December 27th, 2016**

The Broken Bow City Council met in regular session on Tuesday, December 27th, 2016. Notice of the meeting was given in advance thereof as required by law. Availability of the agenda and related materials was communicated in the advanced notice to the Mayor and all members of the Council, as well as, shared with various media outlets. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

Mayor Burt called the meeting to order at 12:01 P.M., with the following Councilmembers present: Sonnichsen, Neth, Myers, and Holcomb. Absent: None. Following the pledge of allegiance, Mayor Burt announced the availability of the open meetings law.

Moved by Neth, seconded by Sonnichsen, to approve the consent agenda for December 27th, 2016. Said motion includes approval of Minutes of the December 13th Council Meeting, Bills to Date, and November Treasurer's Report. Roll call vote: Voting aye: Neth, Holcomb, Sonnichsen, and Myers. Nays: none. Motion carried.

Aflac \$912.11, \$124.32; Broken Bow Airport Authority \$1,083.33; Broken Bow Mun Utilities \$660.93; Capital One Bank \$1,090.72; Cardmember Services \$1,261.21; Central Plains Library System \$20.00; Century Link \$740.67; City Flex Benefit Plan \$132.29; City of Broken Bow – Health Insurance \$3,786.83; City of Broken Bow Pension Fund \$1,702.95, \$6,929.24, \$99.14; Creative Services of New England \$164.95; Creative Signs \$94.00; Custer County Chief \$262.54; Custer County Clerk \$330.00; Custer County Treasurer \$10,387.49; EFTPS Online Payment \$2,113.76, \$6,874.16; \$9,038.06, \$40.70, \$81.24, \$174.04; Eakes Office Products \$153.19; Family Heritage \$56.00; Hometown Leasing \$200.17; Ingram Library Services \$1,367.02; J.P. Cooke Co \$81.86; Jeff Roach \$100.00; KCNI/KBBN \$50.00; Lawson Products \$377.14; Loup Basin RC&D Council \$100.00; Mead Lumber \$152.60; Mid State Engineering & Testing \$1,005.50; Nancee Coufal \$60.00; NEDA \$100.00; Nebraska Child Support Payment Center \$460.00; Nebraska Library Commission \$117.00; Nebraska State Bank \$12,000.00; Nebraska State Historical Society \$35.00; North Platte Telegraph \$171.60; OSA/Computers Plus \$30.02; Omaha State Bank \$319.25; Omaha World Herald \$155.74; Presto X Company \$89.60; Pristine Cleaning, LLC \$325.00; Province Plumbing \$560.47; Register of Deeds \$1.75; Squier Septic Service \$170.00; State Income Tax WH NE Online Payment \$2,473.74, \$26.72; Temple Display LTD \$1,106.46; Trotter Service \$1,528.42; US Bank Equipment Finance \$329.44; V-Bar Sales & Service \$189.21; Verizon Wireless \$30.02; Woods & Aitken LLP \$840.00; Bi-Weekly Payroll \$54,222.66; Total Bills = \$127,090.26.

Moved by Neth, seconded by Myers, to approve Resolution 2016-71. Said resolution renames West End Road to Thomas Road. Roll call vote: Voting aye: Holcomb, Myers, Neth, and Sonnichsen. Nays: none. Motion carried.

Moved by Holcomb, seconded by Sonnichsen, to appoint JEO Consulting Group, Inc. as the City Engineer for 2017. Roll call vote: Voting aye: Holcomb, Sonnichsen, and Neth. Nays: none. Abstain: Myers. Motion carried.

Moved by Neth, seconded by Holcomb, to approve going out for bids for the construction/remodel at the Broken Bow Library. Roll call vote: Voting aye: Sonnichsen, Myers, Neth, and Holcomb. Nays: none. Motion carried.

Moved by Sonnichsen, seconded by Neth, to approve Resolution 2016-76. Said resolution approves payment #22 to JEO Consulting Group Inc. in the amount of \$22,740.75 for work completed on the 2015 Downtown Improvements through December 2, 2016. Roll call vote: Voting aye: Holcomb, Neth, and Sonnichsen. Nays: none. Abstain: Myers. Motion carried.

Moved by Neth, seconded by Holcomb, to approve Resolution 2016-77. Said resolution approves payment #11 to Myers Construction Inc. in the amount of \$931,057.90 for work completed on the 2014 Downtown Improvements

through November 30, 2016. Roll call vote: Voting aye: Holcomb, Sonnichsen, and Neth. Nays: none. Abstain: Myers. Motion carried.

Moved by Sonnichsen, seconded by Neth, to open a public hearing at 12:27 p.m. on Ordinance 1156, Alcoholic Beverages, Hours of Sales. Roll call vote: Voting aye: Neth, Myers, Holcomb, and Sonnichsen. Nays: none. City Administrator Brent Clark explained that this was just a clarification of two previous ordinances that the City has already. This clarifies off-sale and on-sale alcohol sales. The times did not change. Moved by Sonnichsen, seconded by Myers, to close the public hearing at 12:29 p.m. Roll call vote: Voting aye: Holcomb, Sonnichsen, Neth, and Myers. Nays: none. Motion carried.

After discussing the matter, Councilmember Holcomb introduced Ordinance No. 1156 entitled "AN ORDINANCE OF THE CITY OF BROKEN BOW, NEBRASKA AMENDING TITLE XI BUSINESS REGULATIONS, CHAPTER 111, SECTION 111.48 OF THE BROKEN BOW MUNICIPAL CODE AS IT RELATES TO ALCOHOLIC BEVERAGES, HOURS OF SALE" and moved that the statutory rule requiring reading on three different days be suspended. Councilmember Sonnichsen 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: Sonnichsen, Myers, and Holcomb. Nays: Neth. 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 Sonnichsen moved for final passage of the Ordinance, which motion was seconded by Councilmember Myers. The Mayor stated the question, "Shall Ordinance No. 1156 be passed and adopted?" Upon roll call vote, the vote was as follows: Ayes: Neth, Holcomb, Sonnichsen, and Myers. Nays: None. Motion carried. The passage and adoption of said Ordinance having been concurred in by a majority of all members of the Council, the Mayor declared the Ordinance adopted and the Mayor in the presence of the Council signed and approved the Ordinance and the Clerk attested the passage and approval of the same and affixed her signature thereto.

Mayor Burt opened the floor for comments from the Mayor and Councilmembers concerning City Departments. There were no comments.

Mayor Burt opened the public comment section of the meeting for those in attendance. There were no comments

Moved by Neth, seconded by Sonnichsen, to enter closed session at 12:32 p.m. for the purpose of discussing possible litigation. The City representatives that shall remain present during the closed session including the Mayor and City Council are City Attorney Jason White, City Administrator Brent Clark, and City Clerk Stephanie Wright. The Mayor stated the motion. Roll call vote: Voting aye: Neth, Sonnichsen, Holcomb, and Myers. Nays: none. Motion carried.

Moved by Sonnichsen, seconded by Neth, to exit out of closed session at 2:04 p.m. from the purpose of discussing potential litigation and union negotiations. Roll call vote: Voting aye: Holcomb, Myers, Neth, and Sonnichsen. Nays: none. Motion carried.

Moved by Neth, seconded by Sonnichsen, to adjourn the City Council Meeting at 2:05 p.m. Roll call vote: Voting aye: Holcomb, Neth, Myers, and Sonnichsen. Nays: none. Motion carried.

Cecil Burt, Mayor

ATTEST:

Stephanie M. Wright, City Clerk

Accounts Payable Detail Listing

City of Broken Bow

Vend# Vendor Name

<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>
	<u>Account#</u>	<u>Work Order</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>
Aflac								
23724	12/28/2016	12/28/2016	912.11					Ck# 354 Printed
	01-1501.00			PRE TAX AFLAC			912.11	0.00
23725	12/28/2016	12/28/2016	124.32					Ck# 354 Printed
	01-1501.00			AFLAC POST TAX			124.32	0.00
23743	12/28/2016	12/28/2016	287.81					Ck# 354 Printed
	01-1501.00			BBHA Aflac			287.91	0.00
	01-1501.00			rounding			0.00	0.10
							287.91	0.10
Black Hills Energy								
23745	12/29/2016	12/29/2016	1,649.01					Ck# 360 Printed
	08-3220.00			Utilities-Gas			106.10	0.00
	06-3220.00			Utilities-Gas			324.65	0.00
	04-3220.00			Utilities-Gas			139.14	0.00
	09-3220.00			Utilities-Gas			106.10	0.00
	07-3220.00			Utilities-Gas			115.61	0.00
	02-3220.00			Utilities-Gas			857.41	0.00
							1,649.01	0.00
Broken Bow Airport Authority								
23763	1/10/2017	1/10/2017	1,083.33					Posted
	01-3409.00			Monthly Payment			1,083.33	0.00
Broken Bow Chamber of Commerce								
23758	1/10/2017	1/10/2017	1,000.00					Posted
	01-3212.00			membership			1,000.00	0.00
23769	1/10/2017	1/10/2017	740.00					Posted
	05-3334.00			ambulance incentive			740.00	0.00
Broken Bow Municipal Utilities								
23759	1/10/2017	1/10/2017	7,827.89					Posted
	01-3213.00			General - Radio/Weather Station Tower			21.89	0.00
	08-3220.00			Street - Shop Utilities/Trash Removal			1,988.63	0.00
	06-3220.00			Fire - Utilities/Trash Removal			468.08	0.00
	04-3220.00			Police - Utilities/Trash Removal			51.81	0.00
	04-3315.00			Police - Dog Pound Utilities			159.58	0.00
	09-3220.00			Park - Utilities/Trash Removal			2,187.02	0.00
	09-3220.00			Park - Shopt Utilities/Trash Removal			852.26	0.00
	07-3220.00			Library - Utilities/Trash Removal			1,175.23	0.00
	02-3220.00			Pub Bldg - Utiliites/Trash Removal			619.99	0.00
	11-3360.00			Tree Dump - Utilities			39.13	0.00
	10-3220.00			Swim Pool - Utilities/Trash Removal			264.27	0.00
							7,827.89	0.00
Card Services								
23747	1/5/2017	1/5/2017	44.80					Ck# 362 Printed
	08-3310.00			chain			44.80	0.00
Central Ne Medical Clinic								
23757	1/10/2017	1/10/2017	110.00					Posted
	09-3223.00			drug testing			110.00	0.00
City Flex Benefit Plan								
23726	12/28/2016	12/28/2016	132.29					Ck# 355 Printed
	01-1501.00			SELECT FLEX-UNREIMBURSED M/D/V			132.29	0.00
23742	12/28/2016	12/28/2016	150.00					Ck# 355 Printed
	01-1501.00			BBHA Flex			150.00	0.00
City of Broken Bow - Health Insurance								
23730	12/28/2016	12/28/2016	3,397.23					Ck# 356 Printed
	01-1501.00			HEALTH INSURANCE			3,397.23	0.00

Accounts Payable Detail Listing

City of Broken Bow

Vend# Vendor Name

Pay#	Post Date	Due Date	Amount	Invoice	Date	PO#	Date	Status
	Account#	Work Order		Description			Debit	Credit
City of Broken Bow - Health Insurance (continued)								
23744	12/28/2016	12/28/2016	25,436.03					Ck# 356 Printed
	01-1501.00			BBHA Health Insurance			5,001.68	0.00
	01-3104.00			Health Insurance			2,952.73	0.00
	08-3104.00			Health Insurance			5,760.53	0.00
	06-3104.00			Health Insurance			772.43	0.00
	04-3104.00			Health Insurance			6,338.46	0.00
	05-3104.00			Health Insurance			772.42	0.00
	09-3104.00			Health Insurance			748.08	0.00
	07-3104.00			Health Insurance			1,544.85	0.00
	03-3104.00			Health Insurance			1,544.85	0.00
							25,436.03	0.00
City of Broken Bow Pension Fund								
23727	12/28/2016	12/28/2016	1,702.95					Ck# 361 Printed
	01-1513.00			PENSION/401K LOAN PAYMENT			1,702.95	0.00
23728	12/28/2016	12/28/2016	6,266.90					Ck# 361 Printed
	01-1502.00			PENSION/401K NEW			6,266.90	0.00
23737	12/28/2016	12/28/2016	105.10					Ck# 361 Printed
	01-1502.00			PENSION/401K NEW			105.10	0.00
23746	1/4/2017	1/4/2017	1,413.32					Ck# 361 Printed
	01-1502.00			Liability - BBHA			1,413.32	0.00
Custer County Treasurer								
23762	1/10/2017	1/10/2017	10,387.49					Posted
	01-3217.00			Communications Interlocal Payment			10,387.49	0.00
Custer Public Power								
23748	1/5/2017	1/5/2017	110.60					Ck# 363 Printed
	11-3416.00			CD Cell Power			110.60	0.00
Danko Emergency Equipment Co								
23770	1/10/2017	1/10/2017	154.37					Posted
	05-3361.00			EMS Pants			154.37	0.00
Danny Schall								
23754	1/10/2017	1/10/2017	1,000.00					Posted
	11-3410.00			log splitter			1,000.00	0.00
EFTPS Online Payment								
23733	12/28/2016	12/28/2016	1,898.54					Ck# 352 Printed
	01-1500.00			MEDICARE			1,898.54	0.00
23734	12/28/2016	12/28/2016	6,042.32					Ck# 352 Printed
	01-1500.00			FEDERAL MARRIED			4,029.26	0.00
	01-1500.00			FEDERAL SINGLE			2,013.06	0.00
							6,042.32	0.00
23735	12/28/2016	12/28/2016	8,117.84					Ck# 352 Printed
	01-1500.00			SOCIAL SECURITY			8,117.84	0.00
23738	12/28/2016	12/28/2016	27.72					Ck# 352 Printed
	01-1500.00			MEDICARE			27.72	0.00
23739	12/28/2016	12/28/2016	39.44					Ck# 352 Printed
	01-1500.00			FEDERAL SINGLE			39.44	0.00
23740	12/28/2016	12/28/2016	118.48					Ck# 352 Printed
	01-1500.00			SOCIAL SECURITY			118.48	0.00
Eakes Office Products								
23755	1/10/2017	1/10/2017	241.23					Posted
	01-3223.00			paper, envelopes, binders			241.23	0.00
Family Heritage								
23729	12/28/2016	12/28/2016	56.00					Ck# 357 Printed
	01-1501.00			FAMILY HERITAGE			56.00	0.00
Fireguard								
23772	1/10/2017	1/10/2017	956.96					Posted
	06-3410.00			bunker gear pants			956.96	0.00
Great Western Bank								
23761	1/10/2017	1/10/2017	30.00					Posted
	01-3223.10			safe deposit box rental			30.00	0.00

City of Broken Bow

<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Debit</u>	<u>Credit</u>	<u>Status</u>
	<u>Account#</u>	<u>Work Order</u>		<u>Description</u>					
Grocery Kart (continued)									
23776	1/10/2017	1/10/2017	517.49						Posted
	01-3212.00			employee appreciation dinner			482.37	0.00	
	01-3223.00			coffee			35.12	0.00	
							<u>517.49</u>	<u>0.00</u>	
Hire Right Solutions									
23768	1/10/2017	1/10/2017	43.26						Posted
	09-3223.00			drug testing			43.26	0.00	
Hokanson Clan Helping Hands									
23749	1/10/2017	1/10/2017	1,080.00						Posted
	07-3419.01			October November and December Cleanin			1,080.00	0.00	
Master Cleaners									
23756	1/10/2017	1/10/2017	101.67						Posted
	02-3223.01			rug cleaning			75.75	0.00	
	05-3332.00			laundry			25.92	0.00	
							<u>101.67</u>	<u>0.00</u>	
Matt Friend									
23766	1/10/2017	1/10/2017	129.00						Posted
	08-3310.00			coil & valve for snow plow			129.00	0.00	
Mid State Engineering & Testing									
23760	1/10/2017	1/10/2017	2,790.00						Posted
	12-4200.01			Library Testing			2,790.00	0.00	
Municipal Emergency Services									
23753	1/10/2017	1/10/2017	259.61						Posted
	05-3410.00			gas monitor detector			259.61	0.00	
1 Nebraska Child Support Payment Center									
23732	12/28/2016	12/28/2016	460.00						Ck# 358 Printed
	01-1503.00			CHILD SUPPORT-NE			460.00	0.00	
Omaha State Bank									
23731	12/28/2016	12/28/2016	319.25						Ck# 359 Printed
	01-1501.00			HSA			319.25	0.00	
Powerplan									
23767	1/10/2017	1/10/2017	2,518.30						Posted
	08-3310.00			engine repairs 544K Loader			647.32	0.00	
	08-3310.00			200 hr service 544K Loader			1,870.98	0.00	
							<u>2,518.30</u>	<u>0.00</u>	
Prachts Ace Hardware									
23751	1/10/2017	1/10/2017	4.00						Posted
	04-3315.00			keys for dog pound			4.00	0.00	
Pristine Cleaning, LLC									
23764	1/10/2017	1/10/2017	325.00						Posted
	02-3419.01			Cleaning Service			325.00	0.00	
Schmicks Market									
23777	1/10/2017	1/10/2017	547.06						Posted
	01-3212.00			employee appreciation supper			539.39	0.00	
	01-3223.00			supplies			7.67	0.00	
							<u>547.06</u>	<u>0.00</u>	
State Income Tax WH NE Online Payment									
23736	12/28/2016	12/28/2016	2,191.35						Ck# 353 Printed
	01-1500.00			STATE MARRIED			1,535.23	0.00	
	01-1500.00			STATE SINGLE			656.12	0.00	
							<u>2,191.35</u>	<u>0.00</u>	
23741	12/28/2016	12/28/2016	13.19						Ck# 353 Printed
	01-1500.00			STATE SINGLE			13.19	0.00	
Steve Scott									
23752	1/10/2017	1/10/2017	47.39						Posted
	04-3315.00			couplers for dog pound			11.77	0.00	
	04-3223.00			postage			35.62	0.00	
							<u>47.39</u>	<u>0.00</u>	

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>
Taylor Heating & Air Conditioning (continued)								
23773	1/10/2017	1/10/2017	54.56					Posted
	06-3311.00			repairs to heater in Blue Building			54.56	0.00
United Industries								
23765	1/10/2017	1/10/2017	992.31					Posted
	10-3310.00			flipper ring replacement-return line in pit			992.31	0.00
Universal Insurance								
23771	1/10/2017	1/10/2017	714.00					Posted
	05-3330.00			EMS Life insurance			714.00	0.00
V-Bar Sales & Service								
23774	1/10/2017	1/10/2017	76.51					Posted
	04-3414.00			gun racks			61.31	0.00
	08-3310.00			contact tips			15.20	0.00
							76.51	0.00
Varney Healthmart								
23775	1/10/2017	1/10/2017	9.77					Posted
	02-3223.00			batteries			9.77	0.00
Verizon Wireless								
23750	1/10/2017	1/10/2017	316.06					Posted
	04-3221.00			Police Internet for Ipads			132.54	0.00
	08-3221.00			telephone			39.55	0.00
	05-3221.00			telephone			40.01	0.00
	03-3221.00			telephone			41.46	0.00
	11-3221.00			telephone			31.25	0.00
	11-3221.00			telephone			31.25	0.00
							316.06	0.00

95,073.86 54 Non-voided payables listed.

Report Setup

AP - Accounts Payable Listing : Vendor Name

Filter Options

Starting: 12/28/2016

Ending: 1/10/2017

Banks: All

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

All Vendors Selected

Bi-weekly Payroll \$47,605.10

Check Approval List - GL Account

1/5/2017 4:18:50 PM

City of Broken Bow

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<u>Vendor Name</u>	<u>Invoice</u>	<u>Invoice Description</u>	<u>Account Description</u>	<u>Amount</u>
General				
Aflac		PRE TAX AFLAC	Health/Life/Acc Insuranc	\$912.11
Aflac		AFLAC POST TAX	Health/Life/Acc Insuranc	\$124.32
Aflac		BBHA Aflac	Health/Life/Acc Insuranc	(\$0.10)
Aflac		BBHA Aflac	Health/Life/Acc Insuranc	\$287.91
Broken Bow Airport Authority		monthly payment	Airport Monthly Payment	\$1,083.33
Broken Bow Chamber of Commerce		membership	City Promotions	\$1,000.00
Broken Bow Municipal Utilities		utilities	Weather Station Expens	\$21.89
City Flex Benefit Plan		SELECT FLEX-UNREIMBURSED M/D/V	Health/Life/Acc Insuranc	\$132.29
City Flex Benefit Plan		BBHA Flex	Health/Life/Acc Insuranc	\$150.00
City of Broken Bow - Health Insurance		HEALTH INS	Health/Life/Acc Insuranc	\$3,397.23
City of Broken Bow - Health Insurance		health insurance	Health/Life/Acc Insuranc	\$5,001.68
City of Broken Bow - Health Insurance		health insurance	Health Insurance	\$2,952.73
City of Broken Bow Pension Fund		PENSION/401K NEW	Pension	\$6,266.90
City of Broken Bow Pension Fund		BBHA Pension	Pension	\$1,413.32
City of Broken Bow Pension Fund		PENSION/401K NEW	Pension	\$105.10
City of Broken Bow Pension Fund		PENSION/401K LOAN PAYMENT	Loan Payment	\$1,702.95
Custer County Treasurer		cimunications interlocal	Radio Communications	\$10,387.49
EFTPS Online Payment		MEDICARE	Payroll Taxes	\$1,898.54
EFTPS Online Payment		FEDERAL	Payroll Taxes	\$2,013.06
EFTPS Online Payment		FEDERAL	Payroll Taxes	\$4,029.26
EFTPS Online Payment		FICA	Payroll Taxes	\$8,117.84
EFTPS Online Payment		MEDICARE	Payroll Taxes	\$27.72
EFTPS Online Payment		FEDERAL	Payroll Taxes	\$39.44
EFTPS Online Payment		FICA	Payroll Taxes	\$118.48
Eakes Office Products		paper, envelopes, binders	Supplies & Postage	\$241.23
Family Heritage		FAMILY HERITAGE	Health/Life/Acc Insuranc	\$56.00
Great Western Bank		safe deposit box rental	Bank Fees	\$30.00
Grocery Kart		employee appreciation dinner and coffee	City Promotions	\$482.37
Grocery Kart		employee appreciation dinner and coffee	Supplies & Postage	\$35.12
Nebraska Child Support Payment Center		CHILD SUPPORT-NE	Child Support	\$460.00
Omaha State Bank		HSA	Health/Life/Acc Insuranc	\$319.25
Schmicks Market		employee appreciation supper and supplies	City Promotions	\$539.39
Schmicks Market		employee appreciation supper and supplies	Supplies & Postage	\$7.67
State Income Tax WH NE Online Paymei		STATE	Payroll Taxes	\$1,535.23
State Income Tax WH NE Online Paymei		STATE	Payroll Taxes	\$656.12
State Income Tax WH NE Online Paymei		STATE	Payroll Taxes	\$13.19
			Total General	\$55,559.06
Municipal Building				
Black Hills Energy		Utilities-Gas	Utilities	\$857.41
Broken Bow Municipal Utilities		utilities	Utilities	\$619.99
Master Cleaners		rug cleaning and laundry	Building Cleaning Suppli	\$75.75
Pristine Cleaning, LLC		cleaning service	Contracted Services	\$325.00
Varney Healthmart		batteries	Supplies & Postage	\$9.77
			Total Municipal Building	\$1,887.92
Handi Bus				
City of Broken Bow - Health Insurance		health insurance	Health Insurance	\$1,544.85
Verizon Wireless		Internet for Ipads	Telephone/Internet	\$41.46
			Total Handi Bus	\$1,586.31
Police				
Black Hills Energy		Utilities-Gas	Utilities	\$139.14
Broken Bow Municipal Utilities		utilities	Utilities	\$51.81
Broken Bow Municipal Utilities		utilities	Dog Care	\$159.58
City of Broken Bow - Health Insurance		health insurance	Health Insurance	\$6,338.46
Prachts Ace Hardware		keys for dog pound	Dog Care	\$4.00
Steve Scott		couplers for dog pound and postage	Supplies & Postage	\$35.62
Steve Scott		couplers for dog pound and postage	Dog Care	\$11.77
V-Bar Sales & Service		gun racks and contact tips	Guns	\$61.31
Verizon Wireless		Internet for Ipads	Telephone/Internet	\$132.54
			Total Police	\$6,934.23
Rescue Unit				

Check Approval List - GL Account

1/5/2017 4:18:50 PM

City of Broken Bow

Page 2 of 2

<u>Vendor Name</u>	<u>Invoice</u>	<u>Invoice Description</u>	<u>Account Description</u>	<u>Amount</u>
Rescue Unit				
Broken Bow Chamber of Commerce		ambulance incentive	Ambulance Driver Incent	\$740.00
City of Broken Bow - Health Insurance		health insurance	Health Insurance	\$772.42
Danko Emergency Equipment Co		EMS Pants	Uniforms	\$154.37
Master Cleaners		rug cleaning and laundry	Laundry	\$25.92
Municipal Emergency Services		gas monitor detector	Equipment Purchases	\$259.61
Universal Insurance		EMS Life insurance	Life Insurance	\$714.00
Verizon Wireless		Internet for Ipads	Telephone/Internet	\$40.01
			Total Rescue Unit	\$2,706.33
Fire				
Black Hills Energy		Utilities-Gas	Utilities	\$324.65
Broken Bow Municipal Utilities		utilities	Utilities	\$468.08
City of Broken Bow - Health Insurance		health insurance	Health Insurance	\$772.43
Fireguard		bunker gear pants	Equipment Purchases	\$956.96
Taylor Heating & Air Conditioning		repairs to heater in Blue Building	Maintenance & Repair B	\$54.56
			Total Fire	\$2,576.68
Library				
Black Hills Energy		Utilities-Gas	Utilities	\$115.61
Broken Bow Municipal Utilities		utilities	Utilities	\$1,175.23
City of Broken Bow - Health Insurance		health insurance	Health Insurance	\$1,544.85
Hokanson Clan Helping Hands		October November and December Cleaning	Contracted Services	\$1,080.00
			Total Library	\$3,915.69
Street				
Black Hills Energy		Utilities-Gas	Utilities	\$106.10
Broken Bow Municipal Utilities		utilities	Utilities	\$1,988.63
Card Services		chain	Maint/Repair Equipment	\$44.80
City of Broken Bow - Health Insurance		health insurance	Health Insurance	\$5,760.53
Matt Friend		coil & valve for snow plow	Maint/Repair Equipment	\$129.00
Powerplan		engine repairs and 200 hr service 544K Loa	Maint/Repair Equipment	\$647.32
Powerplan		engine repairs and 200 hr service 544K Loa	Maint/Repair Equipment	\$1,870.98
V-Bar Sales & Service		gun racks and contact tips	Maint/Repair Equipment	\$15.20
Verizon Wireless		Internet for Ipads	Telephone/Internet	\$39.55
			Total Street	\$10,602.11
Park				
Black Hills Energy		Utilities-Gas	Utilities	\$106.10
Broken Bow Municipal Utilities		utilities	Utilities	\$852.26
Broken Bow Municipal Utilities		utilities	Utilities	\$2,187.02
Central Ne Medical Clinic		drug testing	Supplies & Postage	\$110.00
City of Broken Bow - Health Insurance		health insurance	Health Insurance	\$748.08
Hire Right Solutions		drug testing	Supplies & Postage	\$43.26
			Total Park	\$4,046.72
Swimming Pool				
Broken Bow Municipal Utilities		utilities	Utilities	\$264.27
United Industries		flipper ring replacement-return line in pit	Maint/Repair Equipment	\$992.31
			Total Swimming Pool	\$1,256.58
Sanitation				
Broken Bow Municipal Utilities		utilities	Sanitation Contract	\$39.13
Custer Public Power		CD Cell Power	Land & Buildings	\$110.60
Danny Schall		log splitter	Equipment Purchases	\$1,000.00
Verizon Wireless		Internet for Ipads	Telephone/Internet	\$31.25
Verizon Wireless		Internet for Ipads	Telephone/Internet	\$31.25
			Total Sanitation	\$1,212.23
ST Infra/Capital				
Mid State Engineering & Testing		Library Testing	Library	\$2,790.00
			Total ST Infra/Capital	\$2,790.00
				\$95,073.86

Bi-weekly payroll \$47,605.10

Report Selection: Check Approval List - GL Account
 Date Range Selection: Invoice Due Date
 Starting Date: 12/28/2016
 Ending Date: 1/10/2017

Return to Agenda



Date: 12-28-16


PUBLIC AGENDA REQUEST FORM

No action will be taken relative to items on this agenda other than referral for information.

Date to speak: 1-10-17
Name: Bill Brier
Address: 2268 MEMORIAL DRIVE
B.B. ZIP 68822
Phone Number: 870-0010
E-mail address: BROKENBOWBILL@YAHOO.COM

Brief description of topic to be discussed:

CLOSURE OF SOUTH D STREET BETWEEN
8th + 9th. FROM 5:30 P.M. TO 1:00 A.M.
ON EITHER 8-18-17 OR 8-19-17. I
WILL KNOW WHICH DATE BY THE 10th.

Signature: 

Please return to: Stephanie Wright, City Clerk
City of Broken Bow
PO Box 504 – 314 South 10th Avenue
Broken Bow, NE 68822
Ph: (308) 872-5831
Fax (308) 872-6885
E-mail address: clerk@cityofbrokenbow.org

ALS-BLS JOINT PREHOSPITAL INTERCEPT AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2017 by and between,

_____ (hereinafter referred to as "BLS") and Midwest Medical
Transport Company (hereinafter referred to as "ALS")

Recitals

Whereas, ALS is an ambulance service licensed by the State of Nebraska to provide advanced life support emergency medical services, and on occasion provides such service working in conjunction with basic life support units in its service area;

Whereas, BLS is an ambulance service licensed by the State of Nebraska to provide basic life support emergency medical services and patient transportation, service areas within ALS's coverage areas;

Whereas, on occasion, the parties, jointly provide pre-hospital emergency medical services (EMS) to patients, with ALS providing paramedic service when necessary and BLS providing basic life support care and patient transportation, and

Whereas, the parties intend to establish an arrangement for the joint provision and billing of their basic and advanced life support services on those occasions enumerated herein.

Now, Therefore, in consideration of the mutual covenants, conditions, and agreements contained herein, the parties, intending to be legally bound hereby, agree as follows:

1. Scope. This agreement is applicable to joint ALS/BLS services rendered to all patients.

2. Services. When dispatched by the applicable Emergency Communications Center ("ECC"), requested by the other party, requested by the patient, or otherwise, the parties agree to provide service to the other as follows:

A. ALS shall provide Paramedic Services at the incident location or rendezvous point and in transit on the BLS ambulance in accordance with applicable laws and regulations and shall be entitled to board the BLS ambulance with its personnel and equipment necessary to provide advanced life support care and treatment to the patient.

B. For purposes of the Agreement, "Paramedic Services" are defined as the provision of advanced life support paramedic-level care at the scene of an incident or while en route to a hospital or other medical facility and includes all occasions in which a patient is under the care of ALS paramedic personnel. Paramedic Services include those services that can be

billed to Medicare at the ALS-1 or ALS-2 level on accordance with the Medicare regulations. Paramedic Services do not include occasions when ALS is cancelled pursuant to applicable procedures or protocols prior to ALS arrival at the scene, or, if ALS arrives at the scene, the ALS paramedic personnel determines that Paramedic Services are not needed.

C. BLS shall provide ambulance transportation services from the point of origin or incident location and/or ALS rendezvous point to the hospital. BLS shall permit ALS to board the BLS ambulance with its personnel and equipment necessary to provide advanced life support care and treatment to the patient at the incident location, rendezvous point and in transit to the hospital or other destination.

3. Qualifications

A. The parties hereby agree that they will at all times maintain their ambulance service license in good standing and staff their vehicles with the appropriately trained and certified personnel as required by law. The parties further agree that their vehicles will at all times be equipped with the minimum equipment and supplies as required by the Nebraska Department of Health for ALS and BLS ambulance services.

B. The parties shall use their best efforts to initiate an immediate response in receipt of a request for emergency services.

C. The parties warrant and represent that they are enrolled providers in good standing in the Medicare and Medicaid programs and are not the subject of any pending actions, investigations, or prosecutions, whether civil, criminal or administrative, relating to their billing or reimbursement practices, and that neither party shall employ or utilized individuals for the performance of services who have been excluded from any state or federal healthcare program.

4. Consideration and Billing, As consideration under this Agreement, and subject to the terms, conditions and regulations of various (and all applicable) third party payers, reimbursement to ALS for services rendered shall be as follows:

A. ALS shall receive \$250 for each patient transported by BLS, for which ALS rendered services. BLS shall promptly submit one claim covering both BLS and ALS service to the appropriate payment source utilizing BLS's provider number. In no event shall more than one claim per trip be submitted where not permitted by law.

B. For calls resulting in transportation to the hospital by ALS service, ALS shall promptly submit one claim covering both BLS and ALS service to the appropriate payment sources utilizing ALS's provider number.

C. The fee set forth herein for paramedic services shall be paid to ALS by BLS no later than sixty (60) days of the date BLS is paid in full by the applicable payer of the claim.

D. ALS shall not submit any claims to Insurers or utilize any HCPSCS code applicable to ambulance transportation service where it was not the provider of the transportation services.

5. Additional Billing Provisions.

A. Each party is responsible for monitoring and ensuring it's own compliance with all applicable state and federal laws and regulations pertaining to billing and reimbursement for its services, including the implementation of independent corporate compliance programs. However, either party which becomes aware of a violation of any such state or federal laws or regulations agrees to immediately notify the other party so it may address the matter.

B. BLS will not be financially responsible to ALS until a written patient care report is received for the date of transport that ALS is invoicing BLS.

C. In the event that BLS is obligated to repay and amounts to Medicare pursuant to a post payment audit, ALS shall repay BLS any amounts received on those claims for which payment is recouped by Medicare.

D. ALS represents and warrants that it's fees represent fair market value for the services rendered.

E. Sharing of Information, Documentation, and Respect of Privacy.

- (i) The parties each agree to permit access by the other to each party's respective books and records as they relate to the billing and reimbursement for services hereunder. The parties agree to share all patient care and billing information necessary to properly submit Medicare and insurance and all other claims, including patient care reports and billing slips. ALS shall use it's best efforts to obtain information not in its possession or control, which may be material to BLS's determination as to proper billing. Each party shall, within thirty (30) days of receiving any requests for information or documents from the patient, the Center for Medicare and Medicaid Services (CMS) or it's authorized carrier or intermediary, other payment source, or other state or federal agency with oversight of the billing and patient care practices of the parties pursuant to this Agreement, make available to the other party any and all such records requested. All information or documents exchanged between the parties related to personal health information of a patient shall be exchanged in compliance with all privacy and security laws and rules, including the privacy and security regulations established under the Health Insurance Portability and Accountability Act (HIPAA). Both parties agree to maintain policies to protect the confidentiality of patient information to the extent required by law and to educate and enforce such policies with their respective personnel, as further outlined in Paragraph 16 of this agreement.

- (ii) ALS shall provide BLS with a fully completed patient care report whenever ALS performs Paramedic Services hereunder. ALS shall provide BLS with copies of all patient care reports and other records obtained by ALS in the provision of services to the patient. BLS and its billing company (if applicable) shall use the patient care report and all other patient identifiable information provided by ALS only as necessary in the performance of this Agreement and, unless otherwise required by law or subject to the Privacy Regulations under the Health Insurance Portability and Accountability Act of 1996, neither BLS nor its billing company shall disclose any of ALS's protected health information without ALS's consent.

6. Term. The term of this Agreement shall commence on the date above first written with a term of one (1) year and shall be automatically renewed for a like term unless terminated by either party upon thirty (30) days written notice at any time during the term of this Agreement.

7. Independent Contractor Relationship. The relationship of the parties is that of independent contractors. Neither party shall be deemed to be the agent or partner of the other, and neither is authorized to take any action binding upon the other.

8. No Third Party Rights. The Agreement is entered into by and between the parties hereto and for their benefit. There is no intent by either party to create or establish a third party beneficiary or status or rights in any other patient, subscriber or other person or entity, third party shall have any right to enforce or any right to enjoy any benefit created or established under this Agreement.

9. Authorization of Agreement. Each party represents and warrants, each to the other with respect to itself, that the execution and delivery of this Agreement had been duly authorized and the individuals executing this Agreement on behalf of each party respectively has full power and authority to do so.

10. Construction In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect and other provisions and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it. The parties intend to comply fully with all applicable state and federal laws and regulations, including but not limited to the Balanced Budget Act, the Social Security Act, the Medicare Anti-Kickback Statute, the False Claims Act, the Health Insurance Portability and Accountability Act, and all applicable state and federal fraud and abuse laws and rules, and this Agreement shall at all times be interpreted accordingly. In the event either party becomes aware of any violations of such statutes or regulations, whether, intentional or unintentional, it shall promptly notify the other party. Insofar as any terms or conditions of this Agreement are determined to be contrary to any such statutes or regulations, the parties will promptly and in good faith confer and resolve and issues so as to make the performance of this Agreement consistent with all applicable statutes and regulations.

11. Warranty of Non-Exclusion from Federal Programs. Each party to the Agreement represents that:

- A. It is not currently excluded, or threatened with exclusion, from participating in any federal or state funded health care program, including Medicare and Medicaid, and
- B. It has never been excluded by and of the aforementioned programs.

Each party agrees to notify the other of any imposed exclusions or sanctions covered by this warranty, and the notified party reserves the right to terminate the Agreement upon receipt of such notice.

12. Notices. Notices required to be given under this Agreement shall be made to the parties at the following addresses and shall be presumed to have been received by the other party

- A. Three (3) days after mailing by the party when notices are sent by First Class mail, postage prepaid;
- B. Upon transmission (if sent via facsimile with a confirmed transmission report); or
- C. Upon receipt (if sent by hand delivery of courier service).

ALS: Midwest Medical Transport Company
2611 South 117th Street
Omaha, Ne 68144
1(800) 562-3396

BLS: _____.

_____.

_____.

_____.

13. Further Assurances. The parties agree to execute such other documents as may be required to implement the terms and provisions and fulfill the intent of this Agreement.

14. Wavier of Breach. The wavier by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a wavier of any subsequent breach of the same or other provisions of this Agreement.

15. Assignment. No assignment of transfer of this Agreement by either party, in while or in part, whether by operation of law or otherwise, may be made without the prior written consent of the other party.

16. HIPPA Business Associate Assurances. The parties shall carry out their obligations under this Agreement in compliance with the privacy regulations published at 65 Federal Register 82462 (December 28, 2000) (the "Privacy Regulations") (collectively 45 CFR Parts 160, 162 and 164) pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, et seq., as amended ("HIPPA"), to protect the privacy of any personally identifiable, protected health information ("PHI") and electronic protected health information ("e-PHI") that is collected, processed or learned as a result of the services provided pursuant to this Agreement. For purposes of this Agreement, PHI means both PHI and e-PHI. In conformity therewith, both parties agree that they will:

- A.** Not use or further disclose PHI except:
 - i.** As permitted under this Agreement (that is, for the purpose of maintaining accurate records of the services provided pursuant to this Agreement and for this billing of such services to patients, insurers, carriers or other responsible parties; issuance of reports to the other party pertaining to same; and related administrative functions pertaining to these activities;
 - ii.** As required for the proper management and administration of ALS and BLS in their capacity as HIPAA 'Business Associates of each other; or
 - iii.** As required by law.
- B.** Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this agreement;
- C.** Report to each other and use or disclosure of PHI not provided for by this Agreement of which a party become aware;
- D.** Ensure that any agents or subcontracting to whom either party provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to both parties with respect to such PHI;
- E.** Make PHI available to the individual who has a right of access as required under HIPAA;
- F.** Make available for amendment and incorporate any amendments to PHI when notified to do so by either party;
- G.** Make available to either party the information required to provide an accounting of the disclosures of PHI made by the one party on the other party's behalf, provided such disclosures are of the type for which an accounting must be made under the Privacy Regulations;
- H.** Make their internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining either party's compliance with HIPAA and Privacy Regulations; and
- I.** At the termination of this Agreement return or destroy all PHI received from, of created or received by one party on behalf of the other party. In the event the return or destruction of such PHI is infeasible, both parties' obligations under this Paragraph shall continue in full force and effect so long as either party

possesses and PHI, notwithstanding the termination of this Agreement for any reason.

Parties further agree to assume the following obligations regarding electronic Protected Health Information (e-PHI):

- A. To implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the e-PHI that it creates, receives, maintains or transmits.
- B. Ensure that any agent, including a subcontractor, to whom e-PHI is provided that was created, received, maintained or transmitted, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, security, and integrity of e-PHI.
- C. To alert the other party of any security incident (as defined by the HIPAA Security Rule) which it becomes aware, and the steps it has taken to mitigate any potential security compromise that may have occurred, and provide a report of any loss of data or other information system compromise as a result of the incident.

Notwithstanding any other provisions of this Agreement, this Agreement may be terminated by either party, in its sole discretion, if it determines that the other has violated a term or provision of this Agreement pertaining to obligations, under the HIPAA privacy or security rules, or if it engages in conduct which would result in a violation of the HIPAA privacy or security rules.

17. Insurance. At all times during the term of this Agreement, each party shall maintain general and professional liability insurance coverage in a minimum amount of one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) in the annual aggregate, providing coverage for the negligent acts or omissions of such party and its employees and agents. In the event such coverage is provided on a "claims made" policy, such coverage shall remain in effect (or the covered party shall procure equivalent "tail coverage") for a period of not less than five (5) years following termination of the Agreement.

Intending to be legally bound, the parties have executed this Agreement of the date first above written.

ALS Agency

Midwest Medical Transport Company

By: _____

Name

Date

BLS Agency

By: _____

Name

Date

**AMENDMENT TO AGREEMENT
BROKEN BOW, NEBRASKA
2015 DOWNTOWN IMPROVEMENTS
JEO PROJECT NO. 141001**

January 5, 2017

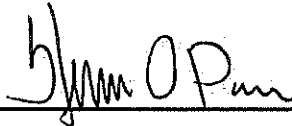
REFERENCE: Design Phase agreement between Owner and Engineer for professional services dated June 6, 2014. Except as noted below, all other terms and conditions remain unchanged.

AMENDMENT: For providing construction services for additional street reconstruction on South 'B' Street from 10th Avenue (connecting to existing project) to west of 12th Avenue.

SCHEDULE OF FEES: Total Estimated Fee in the amount of \$24,050

OWNER: City of Broken Bow, Nebraska
Cecil Burt, Mayor

ENGINEER: Steven A Parr, Principal
JEO Consulting Group, Inc.



A handwritten signature in black ink, appearing to read 'Steven A. Parr', is written over a horizontal line.

**SCOPE OF SERVICES
2015 DOWNTOWN IMPROVEMENTS
BROKEN BOW, NEBRASKA
JEO PROJECT NO. 141001**

Project Description: Proposed improvements as follows

- Paving reconstruction of South 'B' Street from 10th Avenue (abutting existing project) to west of 12th Avenue, with storm sewer, and sidewalks.
- A water main will be constructed by Broken Bow Utilities. Construction services for the water improvements will not be part of this agreement.

Construction Phase:

1. Provide construction staking of the proposed improvements (paving and storm sewer)
2. Site visits by project engineer during construction.
3. Construction administration
4. Review material testing
5. Review contractor's applications for payment and the preparation of change orders as required.
6. Attend monthly City Council meetings
7. Review final quantities
8. Prepare a punch list of items to be completed by the Contractor.
10. Prepare final pay application, change order and recommendation of acceptance

Resident Project Representative (RPR):

1. Provide part-time construction observation services during construction (100 Hours)

Schedule:

Construction Phase – Spring 2017

Fee Schedule:

Construction Phase:	\$10,550 Lump Sum
Construction Observation:	<u>\$13,500 Hourly</u>
Total Estimated Fee:	\$24,050

Additional Services:

1. Traffic study
2. Water Main design
3. Environmental studies
4. Wetlands determination and mitigation
5. Additional meetings
6. Easement descriptions
7. Sanitary sewer main design
8. Lighting design
9. USCOE review
10. Preparing assessment documents
11. Additional street design

Geotechnical Investigation and Materials Testing during construction under separate agreement between City of Broken Bow and Mid-States Engineering and Testing

Review and permit fees to be paid by the City of Broken Bow

RESOLUTION 2017-1

**RESOLUTION TO ACCEPT THE AGREEMENT WITH
JEO TO CREATE A MASTER TRAIL PLAN**

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

WHEREAS, the City of Broken Bow desires to create a master trail plan; and

WHEREAS, JEO Consulting Group, Inc., has submitted an agreement to complete the master trail plan;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of Broken Bow, Nebraska: that the agreement with JEO Consulting Group, Inc. for a master trail plan be approved.

PASSED AND APPROVED this 10th day of January, 2017.

Cecil Burt, Mayor

ATTEST:

Stephanie M. Wright, City Clerk

(S E A L)



Form of Agreement between Owner and Planner

In this Agreement between the Owner:

City of Broken Bow
PO Box 504
Broken Bow, NE 68822

and the Planner:

JEO Consulting Group, Inc
11717 Burt Street, Suite 210
Omaha, NE 68154
Phone: 402-934-3680
Fax: 402-934-3681

Entered into _____, 2016.

For the following project (brief description):

Project Description:

The proposed project is to create a master trail plan with phasing to facilitate funding. The study will also explore funding options for the City. The master trail plan shall include an aerial map with trail locations and phases marked and opinions of cost for each phase.

Trail Master Plan Update:

1. Review existing city maps and identify destinations for the trails to connect
 - 1.1. Those already identified include:
 - Community College Campus
 - City Parks
 - High School & Elementary Schools
 - County Fairgrounds
 - Convention Center
 - Downtown
 - Future regional connections
2. Using an aerial map, provide potential trail routes for review with City
3. Conduct a public meeting to gather public input on potential trail locations
 - 3.1. Provide exhibits for meeting
 - 3.2. Provide forms for the public to provide comments on
 - 3.3. Review/tabulate public comments and provide summary to City
 - 3.4. Respond to comments as needed
4. Prepare plan describing master trail phases, design standards and funding options
5. Prepare opinion of costs for the phases of the trail

JEO CONSULTING GROUP INC

11717 Burt Street | Suite 210 | Omaha, Nebraska 68154-1510 | p: 402.934.3680 | f: 402.934.3681
www.jeo.com

- 5.1. Construction costs
- 5.2. Engineering costs
- 5.3. Other overhead or financing costs
- 6. Attend City Council Meeting to present final plan

Items Not Included in this Contract:

- Design or construction Services
- Grant Application Preparation
- Formatting and wording for insertion into City Comprehensive Plan

Deliverables

- i) Up to 15 printed copies of the Master Trail Plan.
- ii) Electronic copy of the Master Trail Plan Plan on CD.

Phase Timeline:

JEO shall complete the Master Trail Plan within 90 days of receipt of this signed agreement.

TERMS AND CONDITIONS:

1) LUMP-SUM FEE

JEO proposes to provide the services defined above for the fees defined below:

Master Trail Plan	\$ 8,750.00
Multi-project discount	\$ -1,500.00
TOTAL	\$ 7,250.00

2) PAYMENTS

- a) Retainer: A retainer will not be required for this project.
- b) Progress Payments:
 - i) JEO will bill for services completed near the beginning of each month. All invoices are due payable upon receipt and are considered delinquent after 30 days.
 - ii) Invoices not paid within 30 days may be charged interest at the annual rate of 12%.
 - iii) Payments will be applied first to interest then principal.
 - iv) Work by JEO will cease if invoices have not been paid in full within 60 days and will not begin again until full payment with interest has been received.

4) REIMBURSABLE EXPENSES

- a) Typical reimbursable expenses are included in the lump-sum and include:
 - i) Mileage for trips required to complete the work defined above
 - ii) Long distance phone calls
 - iii) Meals
 - iv) Other travel expenses
 - v) Software
 - vi) Copies/prints
 - vii) Faxes
- b) Other reimbursable expenses shall be billed at 110% of their cost. (None are anticipated on this project)

5) ADDITIONAL SERVICES

- a) For Additional Services, whether requested in writing or verbally by the Owner, work shall be completed at hourly rates as follows:
 - i) Planning Department Manager: \$169.00/hour
 - ii) Project Manager: \$142.00/hour
 - iii) Planner: \$ 98.00/hour
 - iv) Clerical: \$ 74.00/hour
- b) Typical additional services include but may not be limited to:
 - i) Revisions to work completed other than revisions specifically defined above
 - ii) Development of additional maps or other documentation with information not specifically shown to be provided in this document
 - iii) Any requested increase in the scope of work

6) Contract Time

If the Basic Services covered by this Agreement have not been completed by December 31, 2013, through no fault of JEO, extension of JEO's services beyond that time shall be compensated as additional services.

7) OWNERSHIP OF MATERIALS

- a) The City shall control all media releases or other public information related to the completion of this project.
- b) No report, map, or other document produced in whole or part under this agreement shall be the subject of a copyright application by the Consultants.
- c) All confidential information, whether writings, recorded information, or stored information (including computer disks) shall be transferred to the City upon termination of this Agreement. Subject to the restrictions above, the Consultant may retain a copy of any documents, maps, photographs, drawings and specifications produced by the Consultant pursuant to this Agreement for information and reference in connection with this Agreement.
- d) The Work Product prepared by the Consultant shall be and remains the exclusive property of the City and may be used by the City for any purpose.

8) ACCEPTANCE OF PROPOSAL

If the terms of the Proposal are acceptable to you, please sign the following as acceptance and indication that you are qualified to sign this agreement on behalf of the Owner. Further, your signature indicates that you are authorized to make future decisions as to the modification, extension or termination of this agreement.

Owner /Title

Jeffrey B. Ray, AICP
Planning Department Manager
JEO Consulting Group, Inc.

RESOLUTION 2017-2

**RESOLUTION AUTHORIZING PAYMENT #16 TO
JEO CONSULTING GROUP, INC.**

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

WHEREAS, JEO Consulting Group, Inc. has submitted Pay Request No. 16 for work performed for 90% completed work of Zoning and Subdivision Update and 95% completed work on Project Management on the Broken Bow Comprehensive Plan and Zoning/Subdivision Regulations completed through December 18, 2016.

WHEREAS, JEO Consulting Group, Inc. is entitled to Payment in the amount of \$2,560.00 for the Broken Bow Comprehensive Plan and Zoning/Subdivision Regulations.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of Broken Bow, Nebraska: authorizing the City to sign all necessary documentation for payment and pay JEO Consulting Group, Inc. \$2,560.00.

PASSED AND APPROVED this 10th day of January, 2017.

Cecil Burt, Mayor

ATTEST:

Stephanie M. Wright, City Clerk

(S E A L)



ENGINEERING ■ ARCHITECTURE ■ SURVEYING ■ PLANNING

Invoice

December 23, 2016

Project No: R111076.00

Invoice No: 93477

Invoice Amount: 2,560.00

City of Broken Bow
PO Box 504
314 So. 10th Avenue
Broken Bow, NE 68822

Project Manager Jeffrey Ray

Project R111076.00 Broken Bow Comprehensive Plan and Zoning/Subdivision Regulations

Professional Services through December 16, 2016

- See Attached Progress Report

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Lump Sum Phase(s)					
Set-up and Kick-off	\$750.00	100 %	\$750.00	\$750.00	0.00
Profile	\$7,750.00	100 %	\$7,750.00	\$7,750.00	0.00
Envision	\$10,250.00	100 %	\$10,250.00	\$10,250.00	0.00
Achieve	\$7,750.00	100 %	\$7,750.00	\$7,750.00	0.00
Implementation	\$6,250.00	75 %	\$4,687.50	\$4,687.50	0.00
Zoning and Subdivision Update	\$7,800.00	90 %	\$7,020.00	\$5,460.00	\$1,560.00
Final Document and Public Hearings	\$1,800.00	75 %	\$1,350.00	\$1,350.00	0.00
Project Management	\$2,500.00	95 %	\$2,375.00	\$1,375.00	\$1,000.00
Total	\$44,850.00		\$41,932.50	\$39,372.50	\$2,560.00
Total Amount Due Upon Receipt					\$2,560.00

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

142 W. 11th Street | PO Box 207 | Wahoo, Nebraska 68066-0207 | p: 402.443.4661 | f: 402.443.3508

www.jeo.com



MONTHLY PROGRESS REPORT BROKEN BOW COMPREHENSIVE PLAN

JEO PROJECT NO. R111076.00
Project Contact: Jeff Ray, 402.779.1070

Through the Period of December 16, 2016

-
1. **Overall Project and Budget Status:**
 - Project Completion: 96% Budget: 93%
 2. **Work completed during current period (Nov 18- Dec 16)**
 - Edits and presentation of Zoning Ordinance after Planning Commission conf. call
 - 90% QA/QC review and edits of Comprehensive Plan
 - Submission of Comprehensive Plan for staff and Planning Commission review
 3. **Planned accomplishment for next period (Dec 19 – Jan 20)**
 - Finalize zoning ordinance
 - Prepare final draft of Comprehensive Plan with input from staff and Planning Commission
 4. **City Action items:**
 - Review and comment on draft documents
 - Schedule Planning Commission workshop re: Zoning Ordinance review
 5. **Project schedule:**
 - Delayed– on pace for submission of Comprehensive Plan and Zoning Ordinance in January, 2017

JEO CONSULTING GROUP INC

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www.jeo.com