

**CITY OF BROKEN BOW
CITY COUNCIL AGENDA
July 14, 2020 @ 6:00 PM
Municipal Auditorium
314 South 10th Avenue, Broken Bow, NE**

Meeting Procedure

The Public may address specific agenda items at the pleasure of the Mayor. Please come to the podium, state your name and address, and limit your remarks to five minutes or less. Out of respect to City employees, we request that any complaints or criticisms of employees not be aired in a public meeting. Concerns about employees should be brought to the attention of the City Administrator or Mayor. An individual in violation will be declared out of order.

A. Call to Order

- B. Open Meetings Act:** In accordance with Section 84-1412 of the Nebraska Revised Statutes, a current copy of the Open Meetings Act is available and is posted for review by all citizens.

C. Roll Call

- D. Submittal of Requests for Future Items:** Individuals who have appropriate items for City Council consideration should complete the Request for Future Agenda Items. If the issue can be handled administratively without Council action, notification will be provided. If the item is scheduled for a meeting or study session, notification of the date will be given.

- E. Consent Agenda:** Consideration of approving the consent agenda items for May 12, 2020, which will include the following:

- a. Approval of Minutes of June 23, 2020 Meeting
- b. Approval of Bills as Posted

F. Discussion Items:

- a. **Priority Medical**
- b. **South 19th Avenue Assessments**
- c. **Memorial Drive Street Paving Project**

G. Unfinished Business:

- a. **Public Hearing Regarding the House Located at 631 South 9th Avenue** – Consideration of opening a public hearing on the house located at 631 South 9th Avenue.
- b. **House Located at 631 South 9th Avenue** – Consideration of declaring the house located at 631 South 9th Avenue unsafe and authorizing the demolition of the house.

H. New Business:

- a. **Ratify Actions Taken During Teleconference Meetings** – Consideration of ratifying all actions taken by the Broken Bow City Council during meetings held on March 24, 2020, April 10, 2020, April 14, 2020, April 28, 2020, May 12, 2020, May 26, 2020, and May 29,



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2020 by teleconference, before May 31, pursuant to Governor Ricketts' Executive Order No. 20-03.

- b. Street Superintendent Appointment** – Consideration of appointing Steve Parr from JEO Consulting Group as the Street Superintendent for the year ending December 31, 2020.
- c. CRA Board Reappointment** – Consideration of approving the reappointment of Butch Brunken to the Community Redevelopment Authority Board for a term ending February 2025.
- d. License & Management Agreement for Use of Municipal Property for Non-Sports Venues & Facilities** – Consideration of approving the License & Management Agreement for Use of Municipal Property for Non-Sports Venues & Facilities for the Municipal Auditorium.
- e. Easement for Opportunity Land Investments LLC** – Consideration of approving easement at 244 South 9th Avenue for Opportunity Land Investments LLC.
- I. Closed Session** – Consideration of entering closed session to protect the public interest with a strategy session for litigation which is imminent as evidenced by communication of a claim to the public body.
- J. Adjournment**

The next City Council Meeting will be on Tuesday, July 28, 2020 @ 6:00 pm

The Council will review the above matters and take such action as they deem appropriate. The Council may enter into closed session to discuss any matter on this agenda when it is determined by the Council that it is clearly necessary for protection of the public interest or the prevention of needless injury to the reputation of any individual and if such individual has not requested a public meeting, or as otherwise allowed by law. Any closed session shall be limited to the subject matter for which the closed session was called. If the motion to close passes, immediately prior to the closed session the Mayor shall restate on the record the limitation of the subject matter of the closed session.

**Broken Bow City Council
Meeting Minutes
June 23, 2020**

The Broken Bow City Council met in regular session on Tuesday, June 23, 2020 in the Broken Bow Municipal Auditorium. Notice of the meeting was given in advance thereof as required by publication in the Custer County Chief on June 18, 2020. 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 Rod Sonnichsen called the meeting to order at 6:00 P.M., with the following Councilmembers present: Holcomb, Schmidt, and Miller. Absent: Myers. Mayor Sonnichsen announced the availability of the open meetings law, followed by reciting of the Pledge of Allegiance.

Mayor Sonnichsen read the format for submitting requests for future agenda items.

Moved by Miller, seconded by Holcomb, to approve the consent agenda for June 23, 2020. Said motion includes approval of the Minutes of the June 9, 2020 Council Meeting, Minutes of the June 12, 2020 Special Meeting, Bills to Date, and May Treasurer Report. Roll call vote: Voting aye: Holcomb, Schmidt, and Miller. Nays: None. Motion carried.

4 County Heating & Air, LLC, public building – clean ice machine, \$333.14; Aflac, Pre Tax \$295.89, Post Tax, \$104.22; Broken Bow Postmaster, mail handibus manual and stamps, \$337.85; Capital One, website fee, taser instructor, and training, \$504.95; Carquest of Broken Bow, parts and supplies, \$287.42; Central I.T., LLC, service call, \$88.00; Central Ne Medical Clinic, 406 Henderson physical, \$296.00; Century Link, basic and long distance, \$ 288.63; City Flex Benefit Plan, \$166.04; City of Broken Bow – Health Insurance, \$3,400.49; City of Broken Bow Pension Fund, \$1,519.85, \$6,661.56, \$423.52; Colonial Insurance, \$354.09, \$194.80; DHHS Licensure Unit, Madison Neely – Pool Operator License, \$40.00; Deterdings, pool chemicals, \$4,837.66; EFTPS Online Payment, Payroll, \$2,060.06, \$5,695.82, \$8,808.68, \$102.36, \$328.00, \$437.64; Family Heritage, \$56.00; Fastenal, supplies, \$4.09; Frontier Family Pharmacy, Metrix test strips, \$7.92; Grocery Kart, cases of water, \$15.92; Ingram Library Services, materials, \$1,000.89; Island Supply Welding Co., oxygen, \$42.68; JM Web Design, domain registration, \$25.95; Justice Data Solutions, Inc., transfer data from TRACS to JDS, \$750.00; K. Joan Birnie, reimbursement, \$149.26; Kirkpatrick Cleaning Solutions, cleaner, \$45.64; Laurie French, reimbursement for training, \$342.00; Matheson Tri-Gas Inc., acetylene, argon, & oxygen, \$104.52; Mead Lumber, supplies to install AC in dog pound, \$4.95; Midwest Radar & Equipment, calibrate radars, \$240.00; News Bank, subscription online resource, \$680.00; O'Brien's, supplies, \$196.63; Omaha State Bank, HSA, \$175.00; Paulsen Inc., city road gravel, limestone, \$4,771.14; Pracht's Ace Hardware, supplies, \$25.98; Presto X Company, monthly service, \$51.00; Pristine Cleaning, LLC, cleaning service, \$290.00; Ranchland Ford, repairs on 2014 Ford, \$1,083.15; Register of Deeds, Ken Myers lot split filing, \$16.00; Road Safe Traffic Systems, paint and paint thinner, \$8,502.00; Ruth Jacob, battery for old handibus, \$171.00; Sargent Pipe Co., roll pin, 1 ½" round, machine shop labor, \$56.79; Site One Landscape Supply, fertilizer and insecticide, \$1,591.13; State Income Tax WH NE Online Payment, \$2,534.10, \$165.91; Stephanie Wright, reimbursement for Microsoft subscription for Dan Knoell and phone cases, \$199.71; Steve Scott, postage, supplies, battery hold down, \$85.93; Trotter Fertilizer, fertilizer, \$343.61; Trotter Service, gas and tire repair, \$1,502.37; Trotter's Whoa & Go, fuel, \$96.30; Verizon Wireless, rescue hot spots, data, handibus phone, \$144.75; Village Uniform, \$97.85; Wenquist Inc., supplies, \$119.69; Woods & Aitken LLP, legal fees, \$210.00; Bi-weekly Payroll, \$52,299.00; Payroll, \$2,553.68; Total Bills = \$118,319.21.

Councilman Myers arrived at 6:04 P.M.

Mayor Sonnichsen introduced the new Broken Bow City Administrator Dan Knoell.

Police Officer Shane Fiorelli was promoted to Sergeant by Police Chief Steve Scott.

Moved by Holcomb, seconded by Schmidt, to open a public hearing at 6:13 pm regarding a catering endorsement for the Cobblestone Hotel and Suites Liquor License. Roll Call vote: Voting aye: Schmidt, Myers, Miller, and Holcomb. Nays: None. Motion carried. This is an addition to Cobblestone's current Liquor License. Moved by Holcomb, seconded by Schmidt, to close the public hearing at 6:13 pm regarding a catering endorsement for the Cobblestone Hotel and Suites Liquor License. Roll Call vote: Voting aye: Miller, Schmidt, Myers, and Holcomb. Nays: None. Motion carried.

Moved by Miller, seconded by Holcomb to approve the Liquor License catering endorsement for the Cobblestone Hotel and Suites. Roll Call vote: Voting aye: Miller, Holcomb, and Schmidt. Nays: None. Abstain: Myers. Motion carried.

Moved by Holcomb, seconded by Miller, to approve the use of the Square and blocking off parking stalls on the west and north side of the Square during the Grand March for the Broken Bow Prom on July 24, 2020. Roll Call vote: Voting aye: Schmidt, Myers, Miller, and Holcomb. Nays: None. Motion carried.

Moved by Schmidt, seconded by Holcomb, to approve the contract with Dan Knoell for the City Administrator position. Roll call vote: Voting aye: Myers, Holcomb, Schmidt, and Miller. Nays: None. Motion carried.

Moved by Myers, seconded by Holcomb, to adjourn the City Council Meeting at 6:17 p.m. Roll call vote: Voting aye: Holcomb, Myers, Miller, and Schmidt. Nays: None. Motion carried.

Rod Sonnichsen, Mayor

ATTEST:

Stephanie M. Wright, City Clerk

return to agenda

City of Broken Bow

Vend#		Vendor Name										
Pay#	Post Date	Due Date	Amount	Invoice	Date	PO#		Date	Status			
	Account#	Work Order		Description				Debit	Credit			
AKRS EQUIPMENT												
29597	7/14/2020	7/14/2020	3.06							Posted		
	08-3310.00		parts					3.06			0.00	
Absolute Plumbing												
29606	7/14/2020	7/14/2020	1,148.55							Posted		
	04-3311.00		repairs to offices and 401 restrooms					1,148.55			0.00	
Aflac												
29553	6/24/2020	6/24/2020	295.89							Ck# 973 Printed		
	01-1501.00		PRE TAX AFLAC					295.89			0.00	
29554	6/24/2020	6/24/2020	104.22							Ck# 973 Printed		
	01-1501.00		AFLAC POST TAX					104.22			0.00	
29565	6/24/2020	6/24/2020	85.06							Ck# 973 Printed		
	01-1501.00		BBHA Aflac					85.06			0.00	
29584	7/8/2020	7/8/2020	295.89							Posted		
	01-1501.00		PRE TAX AFLAC					295.89			0.00	
29585	7/8/2020	7/8/2020	104.22							Posted		
	01-1501.00		AFLAC POST TAX					104.22			0.00	
American Red Cross												
29624	7/14/2020	7/14/2020	506.00							Posted		
	10-3359.00		training					506.00			0.00	
Awards & More												
29580	7/14/2020	7/14/2020	26.50							Posted		
	01-3212.00		name plates and holders					26.50			0.00	
Beaver Bearing Co Albion												
29627	7/14/2020	7/14/2020	12.91							Posted		
	09-3310.00		supplies					12.91			0.00	
Black Hills Energy												
29569	7/14/2020	7/14/2020	225.22							Ck# 978 Printed		
	04-3220.00		Utilities-Gas					135.36			0.00	
	02-3220.00		Utilities-Gas					89.86			0.00	
								<u>225.22</u>			<u>0.00</u>	
Blue Tarp Financial												
29604	7/14/2020	7/14/2020	39.99							Posted		
	08-3310.00		annual fee					39.99			0.00	
Bound Tree Medical												
29617	7/14/2020	7/14/2020	311.40							Posted		
	05-3338.00		CPR Pads, thermometer, and splints					311.40			0.00	
Broken Bow Airport Authority												
29575	7/14/2020	7/14/2020	1,083.33							Posted		
	01-3409.00		Monthly Payment					1,083.33			0.00	
Broken Bow Chamber of Commerce												
29619	7/14/2020	7/14/2020	1,865.00							Posted		
	05-3334.00		ambulance incentive					1,865.00			0.00	
Broken Bow Mun Utilities												
29578	7/14/2020	7/14/2020	30,570.75							Posted		
	12-4200.08		Fairgrounds Lift Station Payment					30,570.75			0.00	
29603	7/14/2020	7/14/2020	2,533.59							Posted		
	08-3225.00		fuel					609.79			0.00	
	06-3225.00		fuel					147.19			0.00	
	04-3225.00		fuel					572.99			0.00	
	09-3225.00		fuel					902.74			0.00	
	03-3225.00		fuel					300.88			0.00	
								<u>2,533.59</u>			<u>0.00</u>	
29641	7/14/2020	7/14/2020	425.00							Posted		
	09-3339.00		camper hookups					425.00			0.00	
Broken Bow Municipal Utilities												

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>
Broken Bow Municipal Utilities (continued)								
29571	7/14/2020	7/14/2020	7,884.75					Posted
	01-3213.00				General - Radio/Weather Station Tower		34.75	0.00
	02-3220.00				Pub Bldg - Utilities/Trash		508.39	0.00
	04-3220.00				Police - Utilities/Trash Removal		474.81	0.00
	04-3315.00				Police -Dog Pound Utilities		56.40	0.00
	07-3220.00				Library - Utilities/Trash Removal		324.67	0.00
	08-3220.00				Street - Utilities/Trash		448.20	0.00
	08-3422.01				Street - Street Lights		2,683.49	0.00
	09-3220.00				Parks - Utilities/Trash Removal		192.09	0.00
	09-3220.00				Parks - Shop Utilities/Trash Removal		1,465.50	0.00
	10-3220.00				Swim Pool - Utilities/Trash Removal		1,645.73	0.00
	11-3360.00				Tree Dump - Utilities		50.72	0.00
							<u>7,884.75</u>	<u>0.00</u>
Broken Bow Rural Fire Board								
29615	7/14/2020	7/14/2020	61.59					Posted
	05-3220.00				Black Hills Energy-Gas		24.52	0.00
	06-3221.00				Great Plains Services		37.07	0.00
							<u>61.59</u>	<u>0.00</u>
Card Services								
29623	7/14/2020	7/14/2020	2,383.53					Posted
	01-3202.00				Webinars/Training		770.00	0.00
	09-3225.00				gas		6.95	0.00
	10-3311.00				supplies		1,606.58	0.00
							<u>2,383.53</u>	<u>0.00</u>
Century Link								
29629	7/14/2020	7/14/2020	1,090.41					Posted
	08-3221.00				Street - Basic & Long Distance		35.54	0.00
	04-3221.00				Police - Basic & Long Distance		202.65	0.00
	10-3221.00				Swim Pool - Basic & Credit Card		399.65	0.00
	09-3221.00				Park - Basic & Long Distance		35.55	0.00
	03-3221.00				Handi Bus - Basic & Long Distance		59.09	0.00
	01-3221.00				General -Basic & Long Distance Radio		170.98	0.00
	01-3221.00				General -Basic & Long Distance Office		186.95	0.00
							<u>1,090.41</u>	<u>0.00</u>
City Flex Benefit Plan								
29555	6/24/2020	6/24/2020	166.04					Ck# 972 Printed
	01-1501.00				SELECT FLEX-UNREIMBURSED M/D/V		166.04	0.00
29586	7/8/2020	7/8/2020	166.04					Posted
	01-1501.00				SELECT FLEX-UNREIMBURSED M/D/V		166.04	0.00
City of Broken Bow - Health Insurance								
29564	6/24/2020	6/24/2020	3,219.00					Ck# 975 Printed
	01-1501.00				HEALTH INSURANCE		3,219.00	0.00
29566	6/25/2020	6/25/2020	30,150.17					Ck# 975 Printed
	01-1501.00				BBHA Health Insurance		5,236.88	0.00
	01-3104.00				Health Insurance		4,125.12	0.00
	08-3104.00				Health Insurance		6,501.85	0.00
	06-3104.00				Health Insurance		752.14	0.00
	04-3104.00				Health Insurance		6,853.04	0.00
	05-3104.00				Health Insurance		752.13	0.00
	09-3104.00				Health Insurance		2,546.63	0.00
	07-3104.00				Health Insurance		1,696.61	0.00
	03-3104.00				Health Insurance		1,685.77	0.00
							<u>30,150.17</u>	<u>0.00</u>
29595	7/8/2020	7/8/2020	3,219.00					Posted
	01-1501.00				HEALTH INSURANCE		3,219.00	0.00
City of Broken Bow Pension Fund								
29556	6/24/2020	6/24/2020	1,327.36					Ck# 977 Printed
	01-1513.00				RETIREMENT LOAN PAYMENT		1,327.36	0.00
29557	6/24/2020	6/24/2020	6,342.32					Ck# 977 Printed
	01-1502.00				RETIREMENT NEW		6,342.32	0.00
29568	6/30/2020	6/30/2020	1,388.54					Ck# 977 Printed
	01-1502.00				Liability - BBHA		1,388.54	0.00

<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>Description</u>			<u>Debit</u>	<u>Credit</u>
	City of Broken Bow Pension Fund (continued)									
29587	7/8/2020 7/8/2020 01-1513.00	1,327.36				RETIREMENT LOAN PAYMENT			1,327.36	Posted 0.00
29588	7/8/2020 7/8/2020 01-1502.00	6,477.50				RETIREMENT NEW			6,477.50	Posted 0.00
	Colonial Insurance									
29551	6/24/2020 6/24/2020 01-1501.00	354.09				COLONIAL LIFE PRE TAX			354.09	Ck# 976 Printed 0.00
29552	6/24/2020 6/24/2020 01-1501.00	194.80				COLONIAL LIFE POST TAX			194.80	Ck# 976 Printed 0.00
29567	6/26/2020 6/26/2020 01-1501.00 01-1501.00	135.72				BBHA S. Wright Wrong Amt Deducted			195.42 0.00 <u>195.42</u>	Ck# 976 Printed 0.00 59.70 <u>59.70</u>
29582	7/8/2020 7/8/2020 01-1501.00	354.09				COLONIAL LIFE PRE TAX			354.09	Posted 0.00
29583	7/8/2020 7/8/2020 01-1501.00	164.95				COLONIAL LIFE POST TAX			164.95	Posted 0.00
	Custer County Chief									
29621	7/14/2020 7/14/2020 01-3209.00 08-3222.00	564.70				publications help wanted - Street Superintendent			296.70 268.00 <u>564.70</u>	Posted 0.00 0.00 <u>0.00</u>
	Custer County Treasurer									
29574	7/14/2020 7/14/2020 01-3217.00	11,801.52				Communications Interlocal Payment			11,801.52	Posted 0.00
	Custer Public Power									
29600	7/14/2020 7/14/2020 11-3220.00	45.98				CD Cell Power			45.98	Posted 0.00
	Custer Transfer Station									
29642	7/14/2020 7/14/2020 09-3339.00 11-3222.00	15.60				trash dumping trash dumping			6.00 9.60 <u>15.60</u>	Posted 0.00 0.00 <u>0.00</u>
	Danko Emergency Equipment Co									
29618	7/14/2020 7/14/2020 05-3361.00 05-3338.00 06-3410.00	437.63				work pants collars pike pole, extinguisher			157.71 111.92 168.00 <u>437.63</u>	Posted 0.00 0.00 0.00 <u>0.00</u>
	Darren Marten									
29628	7/14/2020 7/14/2020 10-3311.00	46.84				reimbursement -white cover plate replacen			46.84	Posted 0.00
	Deterdings									
29634	7/14/2020 7/14/2020 10-3432.00	1,102.50				Acid Magic			1,102.50	Posted 0.00
	EFTPS Online Payment									
29560	6/24/2020 6/24/2020 01-1500.00	2,248.84				MEDICARE			2,248.84	Ck# 970 Printed 0.00
29561	6/24/2020 6/24/2020 01-1500.00 01-1500.00	5,654.81				FEDERAL MARRIED FEDERAL SINGLE			2,517.84 3,136.97 <u>5,654.81</u>	Ck# 970 Printed 0.00 0.00 <u>0.00</u>
29562	6/24/2020 6/24/2020 01-1500.00	9,615.24				SOCIAL SECURITY			9,615.24	Ck# 970 Printed 0.00
29591	7/8/2020 7/8/2020 01-1500.00	2,227.08				MEDICARE			2,227.08	Ck# 979 Printed 0.00
29592	7/8/2020 7/8/2020 01-1500.00 01-1500.00	6,012.71				FEDERAL MARRIED FEDERAL SINGLE			2,530.04 3,482.67 <u>6,012.71</u>	Ck# 979 Printed 0.00 0.00 <u>0.00</u>

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>
	EFTPS Online Payment (continued)									
29593	7/8/2020	7/8/2020		9,522.34						Ck# 979 Printed
	01-1500.00			SOCIAL SECURITY					9,522.34	0.00
	Eakes Office Products									
29581	7/14/2020	7/14/2020		952.52						Posted
	01-3216.00			Copies					111.21	0.00
	01-3223.00			Supplies					742.99	0.00
	08-3223.00			Supplies					13.17	0.00
	10-3223.00			Supplies					71.98	0.00
	11-3223.00			Supplies					13.17	0.00
									<u>952.52</u>	<u>0.00</u>
	Family Heritage									
29558	6/24/2020	6/24/2020		56.00						Ck# 936 Printed
	01-1501.00			FAMILY HERITAGE					56.00	0.00
29589	7/8/2020	7/8/2020		56.00						Posted
	01-1501.00			FAMILY HERITAGE					56.00	0.00
	Fyr-Tek									
29614	7/14/2020	7/14/2020		118.75						Posted
	06-3310.00			repairs to city pumper					118.75	0.00
	Garrett Tires & Treads									
29632	7/14/2020	7/14/2020		14.25						Posted
	09-3310.00			tire repair on mower					14.25	0.00
	Grocery Kart									
29626	7/14/2020	7/14/2020		161.48						Posted
	10-3223.00			water/powerade					161.48	0.00
	Holmes Plumbing & Heating									
29625	7/14/2020	7/14/2020		490.65						Posted
	10-3311.00			supplies					490.65	0.00
	Hometown Leasing									
29576	7/14/2020	7/14/2020		159.18						Posted
	04-3216.00			Copier Lease					92.66	0.00
	07-3216.00			Copier Lease					66.52	0.00
									<u>159.18</u>	<u>0.00</u>
	Island Supply Welding Co.									
29613	7/14/2020	7/14/2020		58.02						Posted
	05-3338.00			Oxygen					58.02	0.00
	JM Web Design									
29577	7/14/2020	7/14/2020		26.40						Posted
	01-3222.00			email hosting for Dan Knoell					26.40	0.00
	John Deere Financial									
29636	7/14/2020	7/14/2020		216.51						Posted
	09-3410.00			mower lease					216.51	0.00
	Kearney Hub									
29620	7/14/2020	7/14/2020		771.23						Posted
	08-3222.00			Help Wanted - Street Superintendent					771.23	0.00
	Kirkpatrick Cleaning Solutions									
29572	7/14/2020	7/14/2020		50.14						Posted
	02-3223.01			Toilet Paper					50.14	0.00
29605	7/14/2020	7/14/2020		27.28						Posted
	04-3223.00			paper towels					27.28	0.00
	Lawson Products									
29638	7/14/2020	7/14/2020		266.53						Posted
	08-3310.00			supplies					266.53	0.00
	Lincoln Journal Star									
29637	7/14/2020	7/14/2020		747.25						Posted
	08-3222.00			Help Wanted-Street Superintendent					747.25	0.00
	Mead Lumber									
29630	7/14/2020	7/14/2020		1,190.08						Posted
	09-3339.00			supplies					1,190.08	0.00

Accounts Payable Detail Listing

City of Broken Bow

<u>Vend#</u>	<u>Vendor Name</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>Pay#</u>	<u>Account#</u>	<u>Work Order</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>				
Melham Medical Center (continued)									
29611	7/14/2020	7/14/2020	117.85						Posted
	04-3205.00		Physical 406	117.85	0.00				
Mid American Research Chemical									
29599	7/14/2020	7/14/2020	425.00						Posted
	08-3225.00		grease	425.00	0.00				
Municipal Emergency Services									
29607	7/14/2020	7/14/2020	22.24						Posted
	04-3312.00		name badge for 406 vest	22.24	0.00				
Nebraska Department of Transportation									
29579	7/14/2020	7/14/2020	4,358.40						Posted
	03-3222.00		amount of proceeds required to give back t	4,358.40	0.00				
Obrien's True Value									
29643	7/14/2020	7/14/2020	188.84						Posted
	09-3310.00		supplies	188.84	0.00				
Omaha State Bank									
29559	6/24/2020	6/24/2020	175.00						Ck# 974 Printed
	01-1501.00		HSA	175.00	0.00				
29590	7/8/2020	7/8/2020	175.00						Posted
	01-1501.00		HSA	175.00	0.00				
Paulsen Inc.									
29602	7/14/2020	7/14/2020	3,571.88						Posted
	08-3425.00		Limestone	3,571.88	0.00				
Platte Valley Communications									
29610	7/14/2020	7/14/2020	58.29						Posted
	04-3310.00		radio repair	58.29	0.00				
Prachts Ace Hardware									
29596	7/14/2020	7/14/2020	20.98						Posted
	03-3223.00		supplies	20.98	0.00				
29616	7/14/2020	7/14/2020	12.96						Posted
	06-3223.00		adapter and markers	12.96	0.00				
29631	7/14/2020	7/14/2020	9.59						Posted
	10-3311.00		batteries	9.59	0.00				
29633	7/14/2020	7/14/2020	1,120.50						Posted
	10-3311.00		supplies	1,120.50	0.00				
Prime Plumbing									
29573	7/14/2020	7/14/2020	80.50						Posted
	02-3311.00		Toilet Repairs	80.50	0.00				
Pristine Cleaning, LLC									
29601	7/14/2020	7/14/2020	290.00						Posted
	02-3419.01		Cleaning Service	290.00	0.00				
Sara J. Hulinsky									
29598	7/14/2020	7/14/2020	1,192.00						Posted
	07-3419.01		cleaning service	1,192.00	0.00				
Schaper and White Law Firm									
29622	7/14/2020	7/14/2020	3,514.58						Posted
	01-3214.00		legal fees	3,514.58	0.00				
State Income Tax WH NE Online Payment									
29563	6/24/2020	6/24/2020	2,517.60						Ck# 971 Printed
	01-1500.00		STATE MARRIED	1,221.26	0.00				
	01-1500.00		STATE SINGLE	1,296.34	0.00				
				2,517.60	0.00				
29594	7/8/2020	7/8/2020	2,649.77						Ck# 980 Printed
	01-1500.00		STATE MARRIED	1,225.03	0.00				
	01-1500.00		STATE SINGLE	1,424.74	0.00				
				2,649.77	0.00				
The Grand Island Independent									
29639	7/14/2020	7/14/2020	349.50						Posted
	08-3222.00		Help Wanted - Streets Superintendent	349.50	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>
Trotter Tire Service (continued)										
29612		7/14/2020	7/14/2020		104.95					Posted
			04-3310.00				AC repair 404 unit		104.95	0.00
Verizon Wireless										
29609		7/14/2020	7/14/2020		280.07					Posted
			04-3221.00				Police Internet for Ipads		280.07	0.00
29644		7/14/2020	7/14/2020		343.00					Posted
			05-3221.00				Rescue hot spots		80.02	0.00
			06-3221.00				Data		31.22	0.00
			03-3221.00				Handi Bus Phone		33.64	0.00
			05-3221.00				Ambulance phone		33.02	0.00
			06-3221.00				Fire phone		33.02	0.00
			08-3221.00				Streets phone		66.04	0.00
			09-3221.00				parks phone		66.04	0.00
									<u>343.00</u>	<u>0.00</u>
Viaero Wireless										
29570		7/14/2020	7/14/2020		2.67					Posted
			08-3221.00				telephone		0.89	0.00
			06-3221.00				telephone		0.45	0.00
			05-3221.00				telephone		0.44	0.00
			09-3221.00				telephone		0.89	0.00
									<u>2.67</u>	<u>0.00</u>
Watch Guard										
29608		7/14/2020	7/14/2020		146.59					Posted
			04-3310.00				camera repair 407		146.59	0.00
Wenquist Inc.										
29640		7/14/2020	7/14/2020		447.42					Posted
			09-3310.00				supplies		139.99	0.00
			10-3339.00				supplies		294.46	0.00
			10-3310.00				supplies		12.97	0.00
									<u>447.42</u>	<u>0.00</u>
Western Nebraska Newspapers										
29635		7/14/2020	7/14/2020		497.50					Posted
			08-3222.00				Help Wanted - Street Superintendent		497.50	0.00
					<u>183,374.58</u>	94 Non-voided payables listed.				

Report Setup

AP - Accounts Payable Listing : Vendor Name

Filter Options

Starting: 6/24/2020

Ending: 7/14/2020

Banks: All

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

All Vendors Selected

6-24-20 Biweekly Payroll
 7-8-20 Biweekly Payroll

\$58,710.01
 \$57,490.06

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>
General				
Aflac		PRE TAX AFLAC	Health/Life/Acc Insuranc	295.89
Aflac		AFLAC POST TAX	Health/Life/Acc Insuranc	104.22
Aflac		BBHA Aflac	Health/Life/Acc Insuranc	85.06
Aflac		PRE TAX AFLAC	Health/Life/Acc Insuranc	295.89
Aflac		AFLAC POST TAX	Health/Life/Acc Insuranc	104.22
Awards & More		name plates and holders	City Promotions	26.50
Broken Bow Airport Authority		Monthly Payment	Airport Monthly Payment	1,083.33
Broken Bow Municipal Utilities			Weather Station Expens	34.75
Card Services			Education and Training	770.00
Century Link		basic and long distance	Telephone/Internet	170.98
Century Link		basic and long distance	Telephone/Internet	186.95
City Flex Benefit Plan		SELECT FLEX-UNREIMBURSED M/D/V	Health/Life/Acc Insuranc	166.04
City Flex Benefit Plan		SELECT FLEX-UNREIMBURSED M/D/V	Health/Life/Acc Insuranc	166.04
City of Broken Bow - Health Insurance		HEALTH INS	Health/Life/Acc Insuranc	3,219.00
City of Broken Bow - Health Insurance		health insurance	Health/Life/Acc Insuranc	5,236.88
City of Broken Bow - Health Insurance		HEALTH INS	Health/Life/Acc Insuranc	3,219.00
City of Broken Bow - Health Insurance		health insurance	Health Insurance	4,125.12
City of Broken Bow Pension Fund		RETIREMENT NEW	Pension	6,342.32
City of Broken Bow Pension Fund		BBHA	Pension	1,388.54
City of Broken Bow Pension Fund		RETIREMENT NEW	Pension	6,477.50
City of Broken Bow Pension Fund		RETIREMENT LOAN PAYMENT	Loan Payment	1,327.36
City of Broken Bow Pension Fund		RETIREMENT LOAN PAYMENT	Loan Payment	1,327.36
Colonial Insurance		COLONIAL LIFE PRE TAX	Health/Life/Acc Insuranc	354.09
Colonial Insurance		COLONIAL LIFE POST TAX	Health/Life/Acc Insuranc	194.80
Colonial Insurance		BBHA	Health/Life/Acc Insuranc	195.42
Colonial Insurance		BBHA	Health/Life/Acc Insuranc	(59.70)
Colonial Insurance		COLONIAL LIFE PRE TAX	Health/Life/Acc Insuranc	354.09
Colonial Insurance		COLONIAL LIFE POST TAX	Health/Life/Acc Insuranc	164.95
Custer County Chief		publications and help wanted	Printing & Publication	296.70
Custer County Treasurer		communications interlocal	Radio Communications	11,801.52
EFTPS Online Payment		MEDICARE	Payroll Taxes	2,248.84
EFTPS Online Payment		FEDERAL	Payroll Taxes	2,517.84
EFTPS Online Payment		FEDERAL	Payroll Taxes	3,136.97
EFTPS Online Payment		FICA	Payroll Taxes	9,615.24
EFTPS Online Payment		MEDICARE	Payroll Taxes	2,227.08
EFTPS Online Payment		FEDERAL	Payroll Taxes	2,530.04
EFTPS Online Payment		FEDERAL	Payroll Taxes	3,482.67
EFTPS Online Payment		FICA	Payroll Taxes	9,522.34
Eakes Office Products		Supplies and Copies	Copier Maint/Expense	111.21
Eakes Office Products		Supplies and Copies	Supplies & Postage	742.99
Family Heritage		FAMILY HERITAGE	Health/Life/Acc Insuranc	56.00
Family Heritage		FAMILY HERITAGE	Health/Life/Acc Insuranc	56.00
JM Web Design		email hosting for Dan Knoell	Miscellaneous Expense	26.40
Omaha State Bank		HSA	Health/Life/Acc Insuranc	175.00
Omaha State Bank		HSA	Health/Life/Acc Insuranc	175.00
Schaper and White Law Firm		legal fees	Legal Fees	3,514.58
State Income Tax WH NE Online Paymei		STATE	Payroll Taxes	1,221.26
State Income Tax WH NE Online Paymei		STATE	Payroll Taxes	1,296.34
State Income Tax WH NE Online Paymei		STATE	Payroll Taxes	1,225.03
State Income Tax WH NE Online Paymei		STATE	Payroll Taxes	1,424.74
			Total General	\$94,760.39
Municipal Building				
Black Hills Energy		Utilities - Gas	Utilities	89.86
Broken Bow Municipal Utilities			Utilities	508.39
Kirkpatrick Cleaning Solutions		Toilet Paper	Building Cleaning Suppl	50.14
Prime Plumbing		Toilet Repairs	Maintenance & Repair B	80.50
Pristine Cleaning, LLC		cleaning service	Contracted Services	290.00
			Total Municipal Building	\$1,018.89
Handi Bus				
Broken Bow Mun Utilities		fuel	Gas and Oil	300.88
Century Link		basic and long distance	Telephone/Internet	59.09
City of Broken Bow - Health Insurance		health insurance	Health Insurance	1,685.77
Nebraska Department of Transportation		amount of proceeds required to give back to	Miscellaneous Expense	4,358.40
Prachts Ace Hardware		supplies	Supplies & Postage	20.98
Verizon Wireless		telephone and hot spots	Telephone/Internet	33.64

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>
Handi Bus			Total Handi Bus	\$6,458.76
Police				
Absolute Plumbing		repairs to offices and 401 restrooms	Maintenance & Repair B	1,148.55
Black Hills Energy		Utilities - Gas	Utilities	135.36
Broken Bow Mun Utilities		fuel	Gas and Oil	572.99
Broken Bow Municipal Utilities			Utilities	474.81
Broken Bow Municipal Utilities			Dog Care	56.40
Century Link		basic and long distance	Telephone/Internet	202.65
City of Broken Bow - Health Insurance		health insurance	Health Insurance	6,853.04
Hometown Leasing		copier lease	Copier Maint/Expense	92.66
Kirkpatrick Cleaning Solutions		paper towels	Supplies & Postage	27.28
Melham Medical Center		Physical 406	Travel & Meeting Expen:	117.85
Municipal Emergency Services		name badge for 406 vest	Uniforms	22.24
Platte Valley Communications		radio repair	Maint/Repair Equipment	58.29
Trotter Tire Service		AC repair 404 unit	Maint/Repair Equipment	104.95
Verizon Wireless		telephone	Telephone/Internet	280.07
Watch Guard		camera repair 407	Maint/Repair Equipment	146.59
			Total Police	\$10,293.73
Rescue Unit				
Bound Tree Medical		CPR Pads, thermometer, and splints	Ambulance Supplies	311.40
Broken Bow Chamber of Commerce		ambulance incentive	Ambulance Driver Incen:	1,865.00
Broken Bow Rural Fire Board		Black Hills Energy-Gas, and Great Plains S	Utilities	24.52
City of Broken Bow - Health Insurance		health insurance	Health Insurance	752.13
Danko Emergency Equipment Co		supplies	Ambulance Supplies	111.92
Danko Emergency Equipment Co		supplies	Uniforms	157.71
Island Supply Welding Co.		Oxygen	Ambulance Supplies	58.02
Verizon Wireless		telephone and hot spots	Telephone/Internet	80.02
Verizon Wireless		telephone and hot spots	Telephone/Internet	33.02
Viaero Wireless		telephone	Telephone/Internet	0.44
			Total Rescue Unit	\$3,394.18
Fire				
Broken Bow Mun Utilities		fuel	Gas and Oil	147.19
Broken Bow Rural Fire Board		Black Hills Energy-Gas, and Great Plains S	Telephone/Internet	37.07
City of Broken Bow - Health Insurance		health insurance	Health Insurance	752.14
Danko Emergency Equipment Co		supplies	Equipment Purchases	168.00
Fyr-Tek		repairs to city pumper	Maint/Repair Equipment	118.75
Prachts Ace Hardware		adapter and markers	Supplies & Postage	12.96
Verizon Wireless		telephone and hot spots	Telephone/Internet	31.22
Verizon Wireless		telephone and hot spots	Telephone/Internet	33.02
Viaero Wireless		telephone	Telephone/Internet	0.45
			Total Fire	\$1,300.80
Library				
Broken Bow Municipal Utilities			Utilities	324.67
City of Broken Bow - Health Insurance		health insurance	Health Insurance	1,696.61
Hometown Leasing		copier lease	Copier Maint/Expense	66.52
Sara J. Hulinsky		cleaning service	Contracted Services	1,192.00
			Total Library	\$3,279.80
Street				

Check Approval List - GL Account

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City of Broken Bow

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<u>Vendor Name</u>	<u>Invoice</u>	<u>Invoice Description</u>	<u>Account Description</u>	<u>Amount</u>
Street				
AKRS EQUIPMENT		parts	Maint/Repair Equipment	3.06
Blue Tarp Financial		annual fee	Maint/Repair Equipment	39.99
Broken Bow Mun Utilities		fuel	Gas and Oil	609.79
Broken Bow Municipal Utilities			Utilities	448.20
Broken Bow Municipal Utilities			Street Lighting	2,683.49
Century Link		basic and long distance	Telephone/Internet	35.54
City of Broken Bow - Health Insurance		health insurance	Health Insurance	6,501.85
Custer County Chief		publications and help wanted	Miscellaneous Expense	268.00
Eakes Office Products		Supplies and Copies	Supplies & Postage	13.17
Kearney Hub		Help Wanted - Street Superintendent	Miscellaneous Expense	771.23
Lawson Products		supplies	Maint/Repair Equipment	266.53
Lincoln Journal Star		Help Wanted-Street Superintendent	Miscellaneous Expense	747.25
Mid American Research Chemical		grease	Gas and Oil	425.00
Paulsen Inc.		Limestone	Street Construction	3,571.88
The Grand Island Independent		Help Wanted - Streets Superintendent	Miscellaneous Expense	349.50
Verizon Wireless		telephone and hot spots	Telephone/Internet	66.04
Viaero Wireless		telephone	Telephone/Internet	0.89
Western Nebraska Newspapers		Help Wanted - Street Superintendent	Miscellaneous Expense	497.50
			Total Street	\$17,298.91
Park				
Beaver Bearing Co Albion		supplies	Maint/Repair Equipment	12.91
Broken Bow Mun Utilities		fuel	Gas and Oil	902.74
Broken Bow Mun Utilities		camper hookups	Maintenance/Repair Gro	425.00
Broken Bow Municipal Utilities			Utilities	192.09
Broken Bow Municipal Utilities			Utilities	1,465.50
Card Services			Gas and Oil	6.95
Century Link		basic and long distance	Telephone/Internet	35.55
City of Broken Bow - Health Insurance		health insurance	Health Insurance	2,546.63
Custer Transfer Station		trash dumping	Maintenance/Repair Gro	6.00
Garrett Tires & Treads		tire repair on mower	Maint/Repair Equipment	14.25
John Deere Financial		mower lease	Equipment Purchases	216.51
Mead Lumber		supplies	Maintenance/Repair Gro	1,190.08
Obrien's True Value		supplies	Maint/Repair Equipment	188.84
Verizon Wireless		telephone and hot spots	Telephone/Internet	66.04
Viaero Wireless		telephone	Telephone/Internet	0.89
Wenquist Inc.		supplies	Maint/Repair Equipment	139.99
			Total Park	\$7,409.97
Swimming Pool				
American Red Cross		training	Red Cross Training	506.00
Broken Bow Municipal Utilities			Utilities	1,645.73
Card Services			Maintenance & Repair B	1,606.58
Century Link		basic and long distance	Telephone/Internet	399.65
Darren Marten		reimbursement for cover plate replacements	Maintenance & Repair B	46.84
Deterdings		Acid Magic	Pool Chemicals	1,102.50
Eakes Office Products		Supplies and Copies	Supplies & Postage	71.98
Grocery Kart		water/powerade	Supplies & Postage	161.48
Holmes Plumbing & Heating		supplies	Maintenance & Repair B	490.65
Prachts Ace Hardware		batteries	Maintenance & Repair B	9.59
Prachts Ace Hardware		supplies	Maintenance & Repair B	1,120.50
Wenquist Inc.		supplies	Maint/Repair Equipment	12.97
Wenquist Inc.		supplies	Maintenance/Repair Gro	294.46
			Total Swimming Pool	\$7,468.93
Sanitation				
Broken Bow Municipal Utilities			Sanitation Contract	50.72
Custer Public Power		CD Cell Power	Utilities	45.98
Custer Transfer Station		trash dumping	Miscellaneous Expense	9.60
Eakes Office Products		Supplies and Copies	Supplies & Postage	13.17
			Total Sanitation	\$119.47
ST Infra/Capital				
Broken Bow Mun Utilities		70% Share of Fairgrounds Lift Station Payr	Fairgrounds Lift Paymen	30,570.75
			Total ST Infra/Capital	\$30,570.75

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City of Broken Bow

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Vendor Name

Invoice

Invoice Description

Account Description

Amount

\$183,374.58

Report Selection: Check Approval List - GL Account
Date Range Selection: GL Posting Date
Starting Date: 6/24/2020
Ending Date: 7/14/2020

6-24-20 Biweekly Payroll \$58,710.01
7-8-20 Biweekly Payroll \$57,490.06

return to agenda

JEO Project Status Report

To: City of Broken Bow - Stephanie Wright, City Clerk

Date: July 1, 2020

Prepared By: Steve Parr



JEO #	Project	Funding Source #	Status	JEO Action	City Action	Schedule
161356* Adam Rupe	Drinking Water Protection Plan	NDEQ	Updating plan and scheduling stakeholder meeting for Fall 2020 (preharvest)	Send draft plan in July for preliminary review	None	Completion October 2020
171495* Lalit Jha	Flood Risk Reduction Project	Local/NRD	Meeting with City officials on July 8, 2020	None	None	TBD
151271.01* Matt Kalin	69kv sub-transmission line reconfiguration from NPPD south substation to 5 th Avenue/C Street	Local	Project completed	None	None	1 - year warranty expires on 9/23/2020
141430* Jeff Ray	Update Blight Areas	Local	Proposal sent to City Attorney	None	Approve proposal	TBD
170078* Ryan Kavan	South 19 th Street Improvements	Local	Project completed	None	None	
Steve Parr*	Memorial Drive Street Improvements	Local	Ownership Plat sent to City	None	None	TBD

Note: Items in Red are new from previous report.

**2018 SOUTH 19th AVENUE AND SOUTH G STREET PAVING IMPROVEMENTS
CITY OF BROKEN BOW, NEBRASKA**

JEO PROJECT NO. 170078.00

ASSESSMENTS



2018 SOUTH 19th AVENUE AND SOUTH G STREET PAVING IMPROVEMENTS
JEO PROJECT NO. 170078.00
CITY OF BROKEN BOW, NE

REPORT OF TOTAL COST

Construction Cost (Myers Construction, Inc.):

- Paving, water main, storm sewer and lighting: \$384,732.66

Engineering (JEO): \$46,200.00

Total: \$430,932.66

Assessed Costs: \$132,694.00

General Obligation Paving, Storm Sewer, Intersection and other Costs: \$298,238.66

Prepared by: 
Ryan C. Kavan, PE
Project Manager
JEO Consulting Group

The following supporting documentation is attached:

Final Assessment Schedule
Summary of Post-Construction Assessment Costs
Pay Application #1
Pay Application #2

2018 S 19th AVENUE AND S G STREET PAVING IMPROVEMENTS

\$115.00 / RUNNING FOOT FOR ROADWAY PAVING IMPROVEMENTS

BROKEN BOW, NEBRASKA

JEO PROJECT NO. 170078

February 28, 2020

PARCEL NO.	OWNER NAME	ADDRESS	LEGAL DESCRIPTION	FOOTAGE	STREET PAVING ASSESSMENT
BLOCK 1, COLLEGE ESTATES SUBDIVISION					
1	Forrester, Bruce A & Julie E		LOT 1, BLOCK 1, COLLEGE ESTATES SUBDIVISION	134'	\$15,410.00
2	City of Broken Bow, Nebraska		LOT 2 BLOCK 1, COLLEGE ESTATES SUBDIVISION	359'	\$41,285.00
PREMIER FIRST SUBDIVISION					
1	Broken Bow Rural Fire District No. 1		LOT 1, PREMIER FIRST SUBDIVISION	300'	\$34,500.00
2	Premier Storage LLC		LOT 2, PREMIER FIRST SUBDIVISION	358'	\$41,170.00
BLOCK 2, COLLEGE ESTATES SUBDIVISION					
1	MW Real estate Investment Group LLC		LOT 2, BLOCK 2, COLLEGE ESTATES SUBDIVISION	134'	\$15,410.00
2	Kratzer, Michael W & Lila M		LOT 3, BLOCK 2, COLLEGE ESTATES SUBDIVISION	99'	\$11,385.00
3	City of Broken Bow, Nebraska		LOT 4, BLOCK 2, COLLEGE ESTATES SUBDIVISION	250'	\$28,750.00
4	Kratzer, Michael W & Lila M		LOT 5, BLOCK 2, COLLEGE ESTATES SUBDISION	100'	\$11,500.00
5	Kratzer, Michael W & Lila M		LOT 6, BLOCK 2, COLLEGE ESTATES SUBDIVISION	100'	\$11,500.00
6	Kratzer, Michael W & Lila M		OUTLOT 1, BLOCK 2, COLLEGE ESTATES SUBDIVISION	85'	\$9,775.00
6	Michael Kratzer		LOT 3, BLOCK 2, COLLEGE ESTATES SUBDIVISION	Special for Parking Improvements	\$16,544.00
TOTAL NON CITY				1010' and Special Assessment	\$132,694.00
TOTAL CITY OF BROKEN BOW AND BROKEN BOW RURAL FIRE DISTRICT NO. 1				909'	\$104,535.00

2018 S 19th AVENUE AND S G STREET PAVING IMPROVEMENTS
POST-CONSTRUCTION ASSESSMENT COSTS
BROKEN BOW, NEBRASKA
JEO PROJECT NO. 170078
February 28, 2020

Project Description:

The project includes paving a new 32' wide 9" PC Concrete roadway and 5' wide 5" PC Concrete sidewalk along the west side of S 19th Avenue, within S 19th Avenue Right-of-Way from where it currently ends approximately 150 feet south of Nebraska Highway 2, south to and including the intersection of S G Street, and S G Street from the drainage easement along the east edge of Lot 2, Block 1 College Estates Subdivision west to the west lot line of Lot 2, Premier First Subdivision.

All prices are based on the prices as awarded to Myers Construction of Broken Bow, NE. All footages are based on the Plat and Annexation documents related to the annexation of Premier Subdivision.

Front Footage Breakdown:

Total Front Footage: 1,010 LF

Intersection is not included in this footage.

Fire Hall property is 300 feet of total Front Footage.

9" PC Concrete roadway, 32 feet wide total, half assessed per front footage (16')

ROADWAY ASSESSMENT

9" PC Concrete roadway, 32 feet wide total, half assessed per front footage (16')

1.77 SY per front footage of paving.

\$54.40 per Square Yard of paving.

1.2 factor for overhead (i.e., bonding, engineering, legal fees, materials testing, etc.)

\$115.55/LF of Front Footage

ROUNDED TO \$115 / LF OF FRONT FOOTAGE WITH NO SIDEWALK

City owned property portion of assessment, 909 total footage: \$104,535.00

Remaining total footage: 1,010

Remaining total assessment: \$116,150.00 (Sidewalk and Roadway Assessment)

There is a special assessment agreed to by one of the property owners for additional driveway/parking improvements. This work is valued at \$16,544.00 and is the value of actual improvements on the property.

Portions of project not included in these assessment fees:

Drainage Improvements

Intersection Improvements

Sidewalk near fire hall

Parking near fire hall

Change Order No. 1

Date of Issuance: **August 14, 2018** Effective Date: **August 14, 2018**
 Owner: **City of Broken Bow** Owner's Contract No.:
 Contractor: **Myers Construction** Contractor's Project No.:
 Engineer: **JEO Consulting Group, Inc.** Engineer's Project No.: **170078**
 Project: **2018 South 19th Ave. and South G S** Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description: **Sewer modifications due to unknown conditions and city requested bollards to protect existing electrical equipment.**

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>322,083.20</u>	Original Contract Times: Substantial Completion: <u>July 31, 2018</u> Ready for Final Payment: <u>October 31, 2018</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>322,083.20</u>	Contract Times prior to this Change Order: Substantial Completion: <u>July 31, 2018</u> Ready for Final Payment: <u>October 31, 2018</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>8,275.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>September 30, 2018</u> Ready for Final Payment: <u>October 31, 2018</u> days or dates
Contract Price incorporating this Change Order: \$ <u>330,358.20</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>September 30, 2018</u> Ready for Final Payment: <u>October 31, 2018</u> days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:
By: <u>Ben C. Meem</u>	By: <u>Carl Burt</u>	By: _____	Contractor (Authorized Signature)	
engineer (if required)	Owner (Authorized Signature)			
Title: <u>Project Manager</u>	Title: <u>Mayor</u>	Title: _____		
Date: <u>August 10, 2018</u>	Date: <u>8-14-2018</u>	Date: _____		

Approved by Funding Agency (if applicable)

By: _____
 Title: _____

Date: _____

EJCDC® C-941, Change Order.

Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

Page 1 of 1

Change Order Estimate

JEO Project Name: 2018 South 19th Ave. and South G Street Pav		JEO Project Number: 170078			
Owner: City of Broken Bow		Change Order Number: 1			
Contractor: Myers Construction		Effective Date: August 14, 2018			
Item		Change Order Information			
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)
CO #1-1	Pipe Bollards	4	EA	\$250.00	\$1,000.00
CO #1-2	Manhole Modifications - Remove Manhole Cone Section Install Flat Top	1	EA	\$2,475.00	\$2,475.00
CO #1-3	Relocate sanitary Sewer Service	1	LS	\$4,800.00	\$4,800.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
			Total		\$8,275.00

Change Order No. 2-Final

Date of Issuance: **October 4, 2018** Effective Date: **October 9, 2018**
 Owner: **City of Broken Bow** Owner's Contract No.:
 Contractor: **Myers Construction** Contractor's Project No.:
 Engineer: **JEO Consulting Group, Inc.** Engineer's Project No.: **170078**
 Project: **2018 South 19th Ave. and South G S** Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description: **Sewer modifications due to unknown conditions and city requested bollards to protect existing electrical equipment.**

Attachments: Attached unit price schedule with modified quantities.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>322,083.20</u>	Original Contract Times: Substantial Completion: <u>July 31, 2018</u> Ready for Final Payment: <u>October 31, 2018</u> days or dates
Increase from previously approved Change Orders No. <u>1</u> : \$ <u>8,275.00</u>	Increase from previously approved Change Orders No. <u> </u> to No. <u>1</u> : Substantial Completion: <u>September 30, 2018</u> Ready for Final Payment: <u>October 31, 2018</u> days
Contract Price prior to this Change Order: \$ <u>330,358.20</u>	Contract Times prior to this Change Order: Substantial Completion: <u>September 30, 2018</u> Ready for Final Payment: <u>October 31, 2018</u> days or dates
Increase of this Change Order: \$ <u>54,374.46</u>	No Change of this Change Order: Substantial Completion: <u>September 30, 2018</u> Ready for Final Payment: <u>October 31, 2018</u> days or dates
Contract Price incorporating this Change Order: \$ <u>384,732.66</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>September 30, 2018</u> Ready for Final Payment: <u>October 31, 2018</u> days or dates

RECOMMENDED:

By: Brian E. Meem
Engineer (if required)Title: Project ManagerDate: October 4, 2018

ACCEPTED:

By: _____
Owner (Authorized Signature)

Title: _____

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Title: _____

Date: _____

Approved by Funding Agency (if applicable)

By: Jeff BurtTitle: MayorDate: 10-10-2018

EJCDC® C-941, Change Order.

Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

Page 1 of 1

Change Order Estimate

JEO Project Name: 2018 South 19th Ave. and South G Street Paving		JEO Project Number: 170078			
Owner: City of Broken Bow		Change Order Number: 2-Final			
Contractor: Myers Construction		Effective Date: October 9, 2018			
Item		Change Order Information			
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)
Group A-3	Remove Curb and Gutter	1	LF	\$16.00	\$16.00
Group A-4	9" Concrete Pavement	18	SY	\$51.00	\$918.00
Group A-4	8" Concrete Pavement	51	SY	\$47.00	\$2,397.00
Group A-4	7" Concrete Pavement	30	SY	\$45.00	\$1,350.00
Group A-4	Concrete Curb and Gutter	1	LF	\$28.00	\$28.00
Group A-4	Concrete Header	-32	LF	\$36.00	(\$1,152.00)
Group A-4	5" Concrete Sidewalk	-140	SF	\$6.00	(\$840.00)
Group A-4	Detectable Warning Panels	-4	SF	\$120.00	(\$480.00)
Group A-4	Subgrade Preparation	17	SY	\$3.40	\$57.80
Group A-4	Concrete Flume	-15	LF	\$26.00	(\$390.00)
Group B-1	9" Concrete Pavement	140	SY	\$51.00	\$7,140.00
Group B-2	8" Concrete Pavement	330	SY	\$47.00	\$15,510.00
Group B-4	Subgrade Preparation	470	SY	\$3.40	\$1,598.00
Group B-5	Excavation, Established Quantity	400	CY	\$14.00	\$5,600.00
CO #1-1	Pipe Bollards	1	EA	\$250.00	\$250.00
CO #2-1	Repair/Reset Barbed Wire Fence	1	LS	\$3,899.60	\$3,899.60
CO#2-2	Crushed Concrete and Grading	1	LS	\$1,928.06	\$1,928.06
CO#2-3	Mike Kratzer Lot Additional 8" Concrete Paving	352	SY	\$47.00	\$16,544.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
Total					\$54,374.46

APPLICATION FOR PAYMENT NO. ONE

To: City of Broken Bow, Nebraska
From: Myers Construction, Inc.
Contract For: 2018 South 19th Ave. & South G St. Paving Improvements
ENGINEER's Project No. 170078.00
For Work accomplished through the date of: August 22, 2018

1. Original Contract Price:	\$ 322,083.20
2. Net change by Change Orders and Written Amendments (+ or -): No. 1	\$ 8,275.00
3. Current Contract Price (1 plus 2):	\$ 330,358.20
4. Total completed and stored to date:	\$ 225,219.00
5. Percent of Project Completed	<u>68%</u>
6. Retainage (per agreement):	
<u>10%</u> of completed Work and Stored Materials:	\$ 22,521.90
(10% of the first 50% of work completed & stored)	
Total Retainage:	\$ 22,521.90
7. Total completed and stored to date less retainage (4 minus 6):	\$ 202,697.10
8. Less previous Application for Payments:	\$ -
9. DUE THIS APPLICATION (7 MINUS 8):	\$ 202,697.10

Accompanying Documentation:

CONTRACTOR'S Certification:

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

Dated: 8/22/2018 MYERS CONSTRUCTION, INC.

By: *Janet Myers*
Secretary - Treasurer

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated: 8/23/18 JEO CONSULTING GROUP, INC.

By: *Ben E. Dean*

APPLICATION APPROVED BY:

By: *Carl Boat*
Title: Mayor

Date: 8-28-2018

ATTEST:

By: *Stephanie M. Wright* Title: City Clerk

CONTRACTOR'S PROGRESS ESTIMATE

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

Date: 08/22/2018

Project: 2018 S 19th Ave & S G St
Paving Improvements

Estimate No.: ONE

Contractor: Myers Construction, Inc.
79849 Hwy 2
Broken Bow, NE 68822

JEO Project 170078.00

ITEM NO.	CONTRACT QTY	UNIT	DESCRIPTION	QTY TO DATE	UNIT PRICE	TOTAL
GROUP A - Build South 19th Avenue and South G Street Paving Improvements						
1	1	LS	Mobilization	1	\$4,000.00	\$4,000.00
2	32	LF	Remove Concrete Header	32	\$16.00	\$512.00
3	10	LF	Remove Curb and Gutter	10	\$16.00	\$160.00
4	2,421	SY	9" Concrete Pavement	2477	\$51.00	\$126,327.00
5	137	SY	8" Concrete Pavement	132	\$47.00	\$6,204.00
6	444	SY	7" Concrete Pavement		\$45.00	\$0.00
7	10	LF	Concrete Curb and Gutter - 24"		\$28.00	\$0.00
8	64	LF	Concrete Header	32	\$36.00	\$1,152.00
9	2,497	SF	5" Concrete Sidewalk	2320	\$6.00	\$13,920.00
10	20	SF	Detectable Warning Panels	20	\$120.00	\$2,400.00
11	3,345	SY	Subgrade Preparation	3345	\$3.40	\$11,373.00
12	150	CY	Excavation, Established Quantity	150	\$14.00	\$2,100.00
13	2	EA	Remove CMP Storm Sewer Pipe	2	\$1,000.00	\$2,000.00
14	2	EA	Curb Inlet	2	\$4,175.00	\$8,350.00
15	120	LF	24" Round Equivalent (RE) RCP, Class III	120	\$88.00	\$10,560.00
16	79	LF	15" RCP, Class III	79	\$63.00	\$4,977.00
17	4	EA	24" Round Equivalent (RE) RCP Flared End Section	4	\$1,050.00	\$4,200.00
18	1	EA	15" RCP Flared End Section	1	\$875.00	\$875.00
19	50	LF	Concrete Flume		\$26.00	\$0.00
20	2	EA	Adjust Manhole to Grade	2	\$250.00	\$500.00

21	1	EA	Adjust Valve Box to Grade	1	\$250.00	\$250.00
22	1	LS	Temporary Traffic Control Measures	1	\$2,500.00	\$2,500.00
23	30	TONS	Gravel Surface Course		\$22.00	\$0.00
24	1	ACRE	Seeding, Fertilizer, and Mulch		\$3,500.00	\$0.00
25	1	LS	Erosion Control		\$4,500.00	\$0.00
TOTAL GROUP A						\$202,360.00

ALTERNATE BID A						
1	1,013	SY	9" Concrete Pavement		\$51.00	\$0.00
2	245	SY	8" Concrete Pavement		\$47.00	\$0.00
3	32	LF	Concrete Header		\$36.00	\$0.00
4	1,258	SY	Subgrade Preparation		\$3.40	\$0.00
5	100	CY	Excavation, Established Quantity		\$14.00	\$0.00
6	2	EA	Curb Inlet	2	\$5,500.00	\$11,000.00
7	56	LF	15" RCP, Class III	43	\$63.00	\$2,709.00
8	1	EA	15" RCP Flared End Section	1	\$875.00	\$875.00
9	1	EA	Adjust Manhole to Grade		\$250.00	\$0.00
10	0.5	ACRE	Seeding, Fertilizer, and Mulch		\$3,500.00	\$0.00
11	1	LS	Erosion Control		\$2,500.00	\$0.00
TOTAL ALTERNATE BID A						\$14,584.00
TOTAL GROUP A THRU BID ALTERNATE A						\$216,944.00

CHANGE ORDER #1						
1	4	EA	Pipe Bollards	4	\$250.00	\$1,000.00
2	1	EA	Manhole Modifications- Remove Manhole Cone Section, Install Flat Top	1	\$2,475.00	\$2,475.00
3	1	LS	Relocate Sanitary Sewer Service	1	\$4,800.00	\$4,800.00
TOTAL CHANGE ORDER #1						\$8,275.00

Contractor's Application for Payment No.

2 - Final

Application Period: Through October 1, 2018		Application Date: 10/4/2018
To (Owner): City of Broken Bow, Nebraska	From (Contractor): Myers Construction, Inc.	Via (Engineer): JEO Consulting Group, Inc.
Project: 2018 South 19th Ave. and South G Street Paving Improvements	Contract: 2018 South 19th Ave. and South G Street Paving Improvements	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: 170078.00

Application For Payment Change Order Summary

Approved Change Orders			1. ORIGINAL CONTRACT PRICE.....	\$ 322,083.20
Number	Additions	Deductions	2. Net change by Change Orders.....	\$ 62,549.46
1	\$8,275.00		3. Current Contract Price (Line 1 ± 2).....	\$ 384,732.66
2	\$54,374.46		4. TOTAL COMPLETED AND STORED TO DATE	
			(Column F total on Progress Estimates).....	\$ 384,732.66
			5. RETAINAGE:	
			a. X \$192,366.33 Work Completed.....	\$
			b. X Stored Material.....	\$
			c. Total Retainage (Line 5.a + Line 5.b).....	\$
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 384,732.66
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 202,697.10
			8. AMOUNT DUE THIS APPLICATION.....	\$ 182,035.56
			9. BALANCE TO FINISH, PLUS RETAINAGE	
			(Column G total on Progress Estimates + Line 5.c above).....	\$
TOTALS	\$62,549.46			
NET CHANGE BY CHANGE ORDERS	\$62,549.46			

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Address

Contractor Signature

By:

Date:

Payment of: \$ 182,035.56
(Line 8 or other - attach explanation of the other amount)

is recommended by: Bern C. Khan 10/4/2018
(Engineer) (Date)

Payment of: \$ 182,035.56
(Line 8 or other - attach explanation of the other amount)

is approved by: Carl Bunt 10-4-2018
(Owner) (Date)

Approved by: _____
Funding or Financing Entity (if applicable) (Date)

Progress Estimate

Contractor's Application

For (Contract): 2018 South 19th Ave. and South G Street Paving Improvements											Application Number 2 - Final			
Application Period: Through October 1, 2018											Application Date: 10/4/2018			
A		B				Change Order #1		Change Order #2		D		F		
Item		Contract Information				Quantity Change		Value Change		Estimated Quantity Installed		Value of Work Installed to Date		
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)	Quantity Change	Value Change	Quantity Change	Value Change	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)
Bid Group A														
1	Mobilization	1	LS	\$4,000.00	\$4,000.00					1.00	\$4,000.00		\$4,000.00	100.0%
2	Remove Concrete Header	32	LF	\$16.00	\$512.00					32.00	\$512.00		\$512.00	100.0%
3	Remove Curb and Gutter	10	LF	\$16.00	\$160.00			1	\$16.00	11.00	\$176.00		\$176.00	100.0%
4	9" Concrete Pavement	2,421	SY	\$51.00	\$123,471.00			18	\$918.00	2439.00	\$124,389.00		\$124,389.00	100.0%
5	8" Concrete Pavement	157	SY	\$47.00	\$6,439.00			51	\$2,397.00	188.00	\$8,836.00		\$8,836.00	100.0%
6	7" Concrete Pavement	444	SY	\$45.00	\$19,980.00			30	\$1,350.00	474.00	\$21,330.00		\$21,330.00	100.0%
7	Concrete Curb and Gutter - 24"	10	LF	\$28.00	\$280.00			1	\$28.00	11.00	\$308.00		\$308.00	100.0%
8	Concrete Header	64	LF	\$36.00	\$2,304.00			-32	-\$1,152.00	32.00	\$1,152.00		\$1,152.00	100.0%
9	5" Concrete Sidewalk	2,497	SF	\$6.00	\$14,982.00			-140	-\$840.00	2357.00	\$14,142.00		\$14,142.00	100.0%
10	Detectable Warning Panels	20	SF	\$120.00	\$2,400.00			-4	-\$480.00	16.00	\$1,920.00		\$1,920.00	100.0%
11	Subgrade Preparation	3,345	SY	\$3.40	\$11,373.00			17	\$57.80	3362.00	\$11,430.80		\$11,430.80	100.0%
12	Excavation, Established Quantity	150	CY	\$14.00	\$2,100.00					150.00	\$2,100.00		\$2,100.00	100.0%
13	Remove CMP Storm Sewer Pipe	2	EA	\$1,000.00	\$2,000.00					2.00	\$2,000.00		\$2,000.00	100.0%
14	Curb Inlet	2	EA	\$4,175.00	\$8,350.00					2.00	\$8,350.00		\$8,350.00	100.0%
15	24" Round Equivalent (RE) RCP, Class III	120	LF	\$88.00	\$10,560.00					120.00	\$10,560.00		\$10,560.00	100.0%
16	15" RCP, Class III	79	LF	\$62.00	\$4,977.00					79.00	\$4,977.00		\$4,977.00	100.0%
17	24" Round Equivalent (RE) RCP Flared End Section	4	EA	\$1,050.00	\$4,200.00					4.00	\$4,200.00		\$4,200.00	100.0%
18	15" RCP Flared End Section	1	EA	\$875.00	\$875.00					1.00	\$875.00		\$875.00	100.0%
19	Concrete Flume	50	LF	\$25.00	\$1,250.00			-15	-\$390.00	35.00	\$890.00		\$890.00	100.0%
20	Adjust Manhole to Grade	2	EA	\$250.00	\$500.00					2.00	\$500.00		\$500.00	100.0%
21	Adjust Valve Box to Grade	1	EA	\$250.00	\$250.00					1.00	\$250.00		\$250.00	100.0%
22	Temporary Traffic Control Measures	1	LS	\$2,500.00	\$2,500.00					1.00	\$2,500.00		\$2,500.00	100.0%
23	Gravel Surface Course	30	TONS	\$22.00	\$660.00					30.00	\$660.00		\$660.00	100.0%
24	Seeding, Fertilizer and Mulch	1	ACRE	\$8,500.00	\$8,500.00					1.00	\$8,500.00		\$8,500.00	100.0%
25	Erosion Control	1	LS	\$4,500.00	\$4,500.00					1.00	\$4,500.00		\$4,500.00	100.0%
Bid Group B														
1	9" Concrete Pavement	1,013	SY	\$51.00	\$51,663.00			140	\$7,140.00	1153.00	\$58,803.00		\$58,803.00	100.0%
2	8" Concrete Pavement	245	SY	\$47.00	\$11,515.00			330	\$15,510.00	575.00	\$27,025.00		\$27,025.00	100.0%
3	Concrete Header	32	LF	\$86.00	\$1,152.00					32.00	\$1,152.00		\$1,152.00	100.0%
4	Subgrade Preparation	1,258	SY	\$3.40	\$4,277.20			470	\$1,598.00	1728.00	\$5,875.20		\$5,875.20	100.0%
5	Excavation, Established Quantity	100	CY	\$14.00	\$1,400.00			400	\$5,600.00	500.00	\$7,000.00		\$7,000.00	100.0%
6	Curb Inlet	2	EA	\$5,500.00	\$11,000.00					2.00	\$11,000.00		\$11,000.00	100.0%
7	15" RCP, Class III	56	LF	\$63.00	\$3,528.00					56.00	\$3,528.00		\$3,528.00	100.0%
8	15" RCP Flared End Section	1	EA	\$875.00	\$875.00					1.00	\$875.00		\$875.00	100.0%
9	Adjust Manhole to Grade	1	EA	\$250.00	\$250.00					1.00	\$250.00		\$250.00	100.0%
10	Seeding, Fertilizer and Mulch	1	ACRE	\$3,500.00	\$1,750.00					0.50	\$1,750.00		\$1,750.00	100.0%
11	Erosion Control	1	LS	\$2,500.00	\$2,500.00					1.00	\$2,500.00		\$2,500.00	100.0%
Change Order #1														
CO #1-1	Pipe Bollards		EA	\$250.00		4	\$1,000.00	1	\$250.00	5.00	\$1,250.00		\$1,250.00	100.0%
CO #1-2	Manhole Modifications - Remove Manhole Cone Section, Install Flat Top		EA	\$2,475.00		1	\$2,475.00			1.00	\$2,475.00		\$2,475.00	100.0%
CO #1-3	Relocate Sanitary Sewer Service		LS	\$4,800.00		1	\$4,800.00			1.00	\$4,800.00		\$4,800.00	100.0%
Change Order #2														
CO #2-1	Repair/Reset Barbed Wire Fence		LS	\$3,899.60				1	\$3,899.60	1.00	\$3,899.60		\$3,899.60	100.0%
CO #2-2	Crushed Concrete and Grading		LS	\$1,928.06				1	\$1,928.06	1.00	\$1,928.06		\$1,928.06	100.0%
CO #2-3	Mike Kratzer Lot Additional 8" Concrete Paving		SY	\$47.00				352	\$16,544.00	352.00	\$16,544.00		\$16,544.00	100.0%
Totals					\$322,083.20		\$8,275.00		\$54,374.46		\$384,732.66		\$384,732.66	100.0%

City Clerk

From: Steve Parr <sparr@jeo.com>
Sent: Wednesday, April 29, 2020 4:39 PM
To: City Clerk
Cc: Jason White
Subject: Broken Bow - Memorial Drive
Attachments: Memorial Drive 151572 .pdf

Stephanie

Attached is a plat showing the property boundaries and front footage of the property that abuts Memorial Drive east of 5th Street. The red circle with a number corresponds to the ownership listed below. The ownership information was furnished by Custer Title and Abstract

- **Parcel 1** - Larry and Kim Rowden
- **Parcel 2** - Roby and Duane Corbin
- **Parcel 3** - Jason Griffith
- **Parcel 4** - Broken Bow, Nebraska Congregation of Jehovah's Witnesses, Inc.
- **Parcel 5** - Jennie M. Melham Memorial Medical Center, Inc.
- **Parcel 6** - Community Hospital, Inc.
- **Parcel 7** - Jennie M. Melham Memorial Medical Center, Inc.
- **Parcel 8** - City of Broken Bow
- **Parcel 9** - Jennie M Melham Memorial Medical Center, Inc.

Taking the front footage (562.1 feet) that the City has out of the total front footage the Hospital has 965 feet of front footage and the remainder of the property owners have 945 feet of front footage.

I would suggest forwarding this information to the Mayor.

If the City is still interested in a street improvement project we should probably discuss.

If you have any questions please let me know.

Thank You



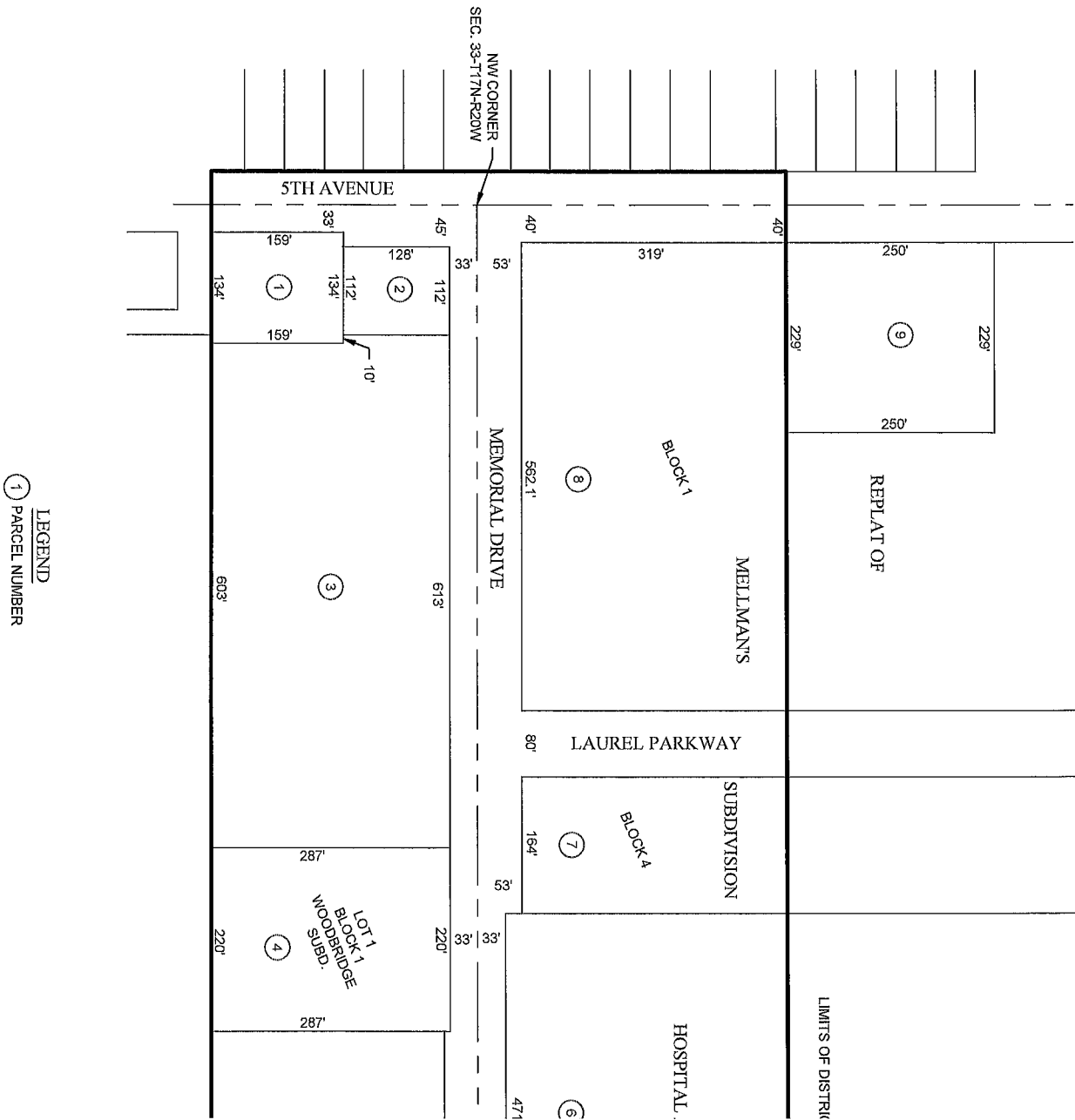
STEVEN A. PARR, RLS | Principal

JEO CONSULTING GROUP INC

142 W. 11th Street | PO Box 207 | Wahoo, Nebraska 68066-0207

d: 402.443.7485 | m: 402.443.8003 | o: 402.443.4661 | f: 402.443.3508

sparr@jeo.com



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STREET SUPERINTENDENT AGREEMENT



Scope of Services:

Listed below are the services that would be performed annually as the appointed Street Superintendent.

One- and Six-Year Plan:

1. Meet with the Mayor, City Council and City Staff for input on the One- and Six-Year Plan
2. Prepare One- and Six-Year Plan documents (location map and project summary)
3. Furnish a Resolution, Affidavit, etc., for the Public Hearing.
4. Furnish One- and Six-Year Plan documents to the City.
5. Attend One- and Six-Year Plan Hearing, if requested

Lane Mile Report:

1. Update Lane Mile Report
2. Furnish information of new areas of annexation
3. Furnish updated Lane Mile Report for filing with NDOT

Annexation documents (ordinance and plat) will be provided by the City

Certification of City Street Superintendent:

1. City completes this Certification and sends to NDOT

Fee:

1. The compensation to JEO for providing these services would be the \$4000 incentive payment that the City receives for appointing a Class A Street Superintendent.

JEO will invoice annually in December for the year that Steve Parr is the appointed Street Superintendent. Payment is due upon receipt. Invoices unpaid after 30 days will accrue interest at 12% per annum. Payments will be credited first to interest, then principal.

APPROVED BY:

City of Broken Bow, NE

JEO Consulting Group, Inc.

Rod Sonnichsen, Mayor

Steven A. Parr, Senior Vice President
Class A Street Supt. License S-859

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**COVID-19: License and Management Agreement for
Use of Municipal Property for NON SPORTS Venues and Facilities**

This License and Management Agreement for Use of Municipal Property for NON SPORTS Venues and Facilities (the "License"), dated for reference purposes only as of the ____ day of _____, 2020, is entered into by and between City of Broken Bow ("Licensor") and _____ ("Licensee").

RECITALS

- A. Licensor owns the real estate legally described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Real Property").
- B. The Licensee desires to license a portion of the Real Property as identified on Exhibit "B" attached hereto and incorporated herein by this reference (the "Premises").
- C. The Premises includes certain municipal improvements including, parks, meeting spaces, and event spaces all as more particularly described on Exhibit "B".
- D. Licensee is interested in using the Premises for Licensee's event.
- E. Licensor recognizes the additional requirements associated with operating and using the Premises as a result of the ongoing COVID-19 and novel coronavirus situation and is not able to ensure that the use of the Premises during all events follows the current applicable rules for safe operation.
- F. Licensee desires to utilize the Premises for Licensee's event and/or related activities and is willing to enter into this License in order to operate and manage the Premises during Licensee's event in accordance with the applicable rules for safe operation.
- G. Licensor desires to enter into this License whereby Licensee shall license and manage the Premises for Licensor, subject to the following terms.

NOW THEREFORE, Licensor and Licensee agree as follows:

1. Licensed Premises. Licensor desires to license to Licensee the Premises, as defined above, consisting of the Municipal Auditorium as further described on Exhibit "B". Such area includes the Municipal Auditorium, located in the Broken Bow Municipal Building, and the structures and improvements associated with the Premises, including, but not limited to, the restroom facilities, drinking fountain, kitchen, sound system, projector, and screen. Licensor licenses the Premises to Licensee, and Licensee licenses the Premises from Licensor, for the License Term, and Licensee agrees to pay the license fee, and to perform all of

Licensee's obligations described herein. The parties agree that Licensee shall have the non-exclusive right to use the Premises and such other portions of the Real Property as is necessary for Licensee to access and use the Premises.

2. Management. The parties acknowledge and agree that Licensee shall be solely responsible for the operation and management of the Premises during the License Term when the Premises are being utilized for Licensee's event and related activities. Licensee shall be responsible for operating and managing the Premises in accordance with all applicable rules and regulations of any governmental entity with jurisdiction over the Premises, including, but not limited to the Nebraska Department of Health and Human Services Directed Health Measure Order 2020—LBHD-003, attached hereto as Exhibit "C" and incorporated herein by this reference, and any amendments, replacements, or supplements thereto, any applicable directed health measure, and all resolutions and ordinances of Licensor (collectively the "Rules"). Licensee represents and covenants to Licensor that Licensee is familiar with the Rules and that Licensee shall operate and manage the Premises in accordance with the Rules. Licensee shall ensure that all individuals utilizing the Premises for Licensee's event shall conduct themselves in accordance with the Rules.

3. Term. The License shall be for a term of ____ days commencing effective as of _____, 2020. Either party shall have the right to terminate this License by providing the other party with no less than 2 days' prior written notice. Such notice shall specify the date that the License shall terminate. Notwithstanding the foregoing or any other provision herein, the parties acknowledge and agree that Licensor retains the right, at any time, to terminate this License by written notice to Licensee if such termination is required under the applicable Rules or any amendment, replacement, or supplement thereto, or in the event Licensor determines, in Licensor's discretion, that Licensee has failed to manage and operate the Premises in accordance with the Rules. Any such termination shall not relieve the Licensee of the obligations of Licensee hereunder that have occurred or accrued hereunder prior to the termination.

4. License Fee. Licensee agrees to pay Licensor a license fee of \$_____. The license fee shall be paid on or before the day of rental. Licensee shall make all payments of the license fee and other expenses to Licensor at the Licensor's then current address or at such other address as Licensor may from time to time request in writing.

5. Acceptance of Premises. By taking possession of the Premises, Licensee accepts the Premises in its current condition. Licensee further agrees that Licensor has not provided Licensee with any warranty or representation as to the condition of the Premises and that Licensee has investigated the Premises and has determined to Licensee's satisfaction that the Premises is satisfactory for Licensee's proposed use. Licensee also acknowledges and agrees that Licensee is only utilizing a portion of the Real Property that is described herein as the Premises and that

Licensor and other parties shall also have the right to use the Real Property during the License Term, subject to the reasonable licensing discretion of Licensor. Licensee shall secure Licensor's permission prior to making any improvements or alterations of any nature to the Premises. Licensor reserves the right to withhold its consent in Licensor's sole discretion.

6. Quiet Enjoyment. Upon Licensee's paying the license fee and other expenses provided in this License and observing and performing all of the terms, covenants and conditions to be observed and performed by Licensee hereunder, Licensee shall have possession of the Premises for the entire term hereof, subject to all of the provisions of this License.

7. Utilities. Licensee acknowledges that the utilities necessary for the operation of the Premises are provided by Licensor and Licensee shall use such utilities in the manner required for the proper operation of the Premises and shall not unreasonably use the same or cause any damage thereto. The cost of the utilities applicable to the Premises shall be paid by Licensor.

8. Maintenance. Licensee shall, during the term of this License, and at its sole expense, keep the Premises in good order and repair, reasonable wear and tear excepted. Licensee shall be responsible to maintain the Premises in accordance with the Rules so that the Premises may be utilized for permitted activities hereunder. Such obligation shall include, but not be limited to, meeting sanitation guidelines and any other applicable requirement under the Rules.

9. Licensee's Indemnification. Licensee agrees to indemnify and hold Licensor harmless from and against any and all claims, damages, or causes of action and all liability, cost or expense specifically including court costs and all reasonable attorney fees to the extent the same arise out of or in any way connected with Licensee's or Licensee's agents' use of the Premises during the term hereof. Whether the same are raised during the term hereof or after. Without limiting the foregoing, the parties acknowledge and agree that the foregoing indemnification specifically includes any claims, damages, or causes of action and all liability, cost or expense specifically including court costs and all reasonable attorney fees for any COVID-19, novel coronavirus, or related issues.

10. Assignment. Licensee shall not assign, sub-license, or otherwise transfer, by operation of law or otherwise, this License or any interest herein without the prior written consent of Licensor, which consent may be withheld in Licensor's sole discretion.

11. No Re-license. Licensor's consent to any assignment, encumbrance, sub-license, occupation, or other transfer shall not release Licensee from any of Licensee's obligations hereunder or be deemed to be a consent to any subsequent assignment, sub-license, or occupation unless Licensor agrees in writing. The collection or acceptance of the license fee or other payment by Licensor from any

person other than Licensee shall not be deemed the acceptance of any assignee or sub-licensee as the Licensee hereunder or a release of Licensee from any obligation under this License.

12. Events of Default. The occurrence of any one or more of the following events shall constitute an Event of Default: (i) the failure by Licensee to make any payment of the license fee or any other payments required to be made by Licensee under this License when due; and (ii) the failure by Licensee to observe or perform any of the provisions of this License to be observed or performed by the Licensee if such failure continues for a period of ten (10) days, or such other period if this License specifically provides a different period for a particular failure, after written notice by Licensors to Licensee of such failure; provided, however, that with respect to any failure which cannot reasonably be cured within ten (10) days, an Event of Default shall not be considered to have occurred if Licensee commences to cure such failure within such ten (10) day period and continues to proceed diligently with the cure of such failure.

13. Remedies. On the occurrence of an Event of Default, Licensors may at any time thereafter, with or without notice or demand and without limiting Licensors in the exercise of a right or remedy which Licensors may have by reason of such default or breach, exercise any rights or remedies Licensors may have at law or in equity, including, but not limited to, one or more of the following:

- A. declare the License at an end and terminated;
- B. sue for the license fee due and to become due under the License;
- C. sue for any damages sustained by Licensors;
- D. cure any breaches of Licensee's obligations to pay utilities, provide insurance, or properly maintain the Premises.

14. Non-Exclusive Remedies. The remedies of Licensors set forth in Section 15 shall not be exclusive, but shall be cumulative and in addition to all rights and remedies now or hereafter provided or allowed by law or equity, including, but not limited to, the right of Licensors to seek and obtain an injunction and the right of Licensors to damages in addition to those specified herein.

15. Default by Licensors. Licensors shall not be liable to Licensee if Licensors is unable to fulfill any of its obligations under this License, if Licensors is prevented, delayed, or curtailed from so doing by reason of any cause beyond Licensors's reasonable control. Licensors shall not be in default unless Licensors fails to perform obligations required of Licensors within a reasonable time, but in no event later than thirty (30) days after written notice by Licensee to Licensors, specifying Licensors's failure to perform such obligation; provided, however, that if the nature of Licensors's

obligation is such that more than thirty (30) days are required for performance, then Licensor shall not be in default if Licensor commences performance within such thirty (30) day period and thereafter diligently prosecutes its efforts to satisfy such obligation.

16. Entry by Licensor. Licensor and its agents and employees shall have the right to enter the Premises at all reasonable times and during normal business hours, to examine the same, to make such maintenance and repairs of the Premises and such maintenance, repairs, alterations, decorations, additions, and improvements to other portions of the Premises as Licensor requires.

17. Notices. Any notices required or permitted to be given under this License shall be in writing and may be delivered personally or by certified mail to the other party at the address set forth below. Any notice given by mail shall be deemed received two (2) business days following the date such notice is mailed as provided in this Section. Any notice given by electronic mail or personally delivered shall be effective upon receipt. Either party may change its address for purposes of this Section by giving the other party written notice of the new address in the manner set forth above.

a. Licensor's Address: City of Broken Bow
314 South 10th Avenue
Broken Bow, NE 68822

b. Licensee's Address: _____

18. Applicable Laws. This License shall be governed by and construed in accordance with the laws of the State of Nebraska.

19. Modification. This License contains all of the terms and conditions agreed upon by the Licensor and Licensee with respect to the Premises. All prior negotiations, correspondence, and agreements are superseded by this License and any other contemporaneous documents. This License may not be modified or changed except by written instrument signed by Licensor and Licensee.

20. Relationship of Parties. Neither the method of computation of the license fee nor any other provisions contained in this License nor any acts of the parties shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between Licensor and Licensee, other than the relationship of Licensor and Licensee.

21. Waiver. The acceptance of the license fee or other payments by Licensor, or the endorsement or statement on any check or any letter accompanying

any check for the license fee or other payment shall not be deemed an accord or satisfaction or a waiver of any obligation of Licensee regardless of whether Licensors had knowledge of any breach of such obligation. Failure to insist on compliance with any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder, at any one time or more times, be deemed a waiver or relinquishment of such rights and powers at any other time or times or under any other circumstance(s).

22. Partial Invalidity. If any term or provision of this License or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this License or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this License shall be valid and enforced to the fullest extent permitted by law.

23. Interpretations. Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this License, but shall be interpreted according to the application of rules of interpretation of contracts generally.

24. Memorandum of License. Licensee shall not be permitted to file a memorandum of the License or other documents in the real estate records of the County including the Premises.

25. Binding Effect. This License shall be binding upon and shall inure to the benefit of Licensors, Licensee, and their respective successors and assignees.

26. Counterparts. This License may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Execution Page Follows]

IN WITNESS WHEREOF, the parties hereto hereby execute this License as of the day and year first above written.

“LICENSEE”

By: _____

Its: _____

“LICENSOR”

City of Broken Bow

By: _____

Its: _____

Exhibit "A"

Legal Description

See Attached Pictures



Stage



Auditorium



Auditorium



Kitchen



Kitchen

Exhibit "B"

Licensed Premises

Municipal Auditorium, located in Broken Bow Municipal Building

- Kitchen
- Restroom Facility
- Drinking Fountain
- Sound System
 - Projector
 - Screen
 - Tables
 - Chairs
- Ice Machine
- Refrigerator
- Deep Freezer
- Dishwasher
- Roasters
- Coffee makers
- Water Coolers
 - Plates
 - Coffee Cups
 - Silverware
 - Pitchers
- Salt & Pepper Shakers
 - Utensils
 - Hot Pads

Exhibit "C"

See Attached Current Direct Health Measure
Order 2020-LBHD-003

NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
Directed Health Measure Order 2020—LBHD-003

Pursuant to Neb. Rev. Stat. §§ 71-502 and 81-601 and Title 173 Neb. Admin. Code Ch. 6 the Nebraska Department of Health and Human Services (“Department”) may exercise its authority to order Directed Health Measures necessary to prevent the spread of communicable disease, illness, or poisoning. The objectives of this order are to reduce morbidity and mortality; minimize disease transmission; protect health care personnel and preserve health care system functioning.

Having reviewed information from the United States Department of Health and Human Services Centers for Disease Control and Prevention (“CDC”), local public health departments, treating health care providers and health care facilities, and other public health, security, and law enforcement authorities; having consulted with medical and communicable disease control personnel of the Department; and having considered directives and guidelines issued by the CDC and other public health authorities, the Director finds as follows:

That a member or members of the public have been exposed to a communicable disease known as COVID-19; there are now confirmed cases of “community spread” or “community transmission” of COVID-19 in the areas subject to this Directed Health Measure.

That multiple areas of the United States are experiencing “community spread” of the virus that causes COVID-19. Community spread, defined as the transmission of an illness for which the source is unknown, means that isolation of persons traveling from known areas of infection is no longer enough to control spread.

That exposure presents a risk of death or serious long-term disabilities to any person; the exposure is wide-spread and poses a significant risk of harm to people in the general population; there is a particular subset of the population that is more vulnerable to the threat and thus at increased risk; and the threat is from a novel infectious disease.

That the immediate implementation of the following Directed Health Measures is necessary to ensure that members of the public do not gather in large numbers, in close proximity to each other, or in enclosed spaces, thereby endangering the health of themselves and the public.

That one of the goals of the following Directed Health Measures is to minimize in-person interaction, which is the main means of transmission of COVID-19.

That gatherings, entertainment venues, restaurants, and bars increase and encourage talking, touching, and other social interaction in environments with a multitude of hard surfaces.

That requiring individuals who test positive for COVID-19 or who have the following symptoms—fever of 100.4 F. or above, or a sudden onset of a cough or sudden onset of shortness of breath—to home-Isolate, unless Isolated in a health care facility, for a period of no less than ten (10) days from the date of the first-positive test or onset of symptoms per attached Quarantine and Isolation Directions is the least restrictive practical means of Isolating those individuals that effectively protects unexposed and susceptible individuals. Home-Isolation shall be per the attached Quarantine and Isolation Directions. Individuals with the above-listed symptoms who have tested positive for influenza or an alternative diagnosis including seasonal allergies or other chronic condition are **not** subject to Isolation under this Order.

That requiring individuals who have had Close Contact (see attached Quarantine and Isolation Directions definitions) to home-Quarantine, unless Quarantined in a health care facility, for a period of no less than fourteen (14) days from the date of their last exposure to a person who tested positive or exhibited or exhibits the above symptoms per attached Quarantine and Isolation Directions is the least restrictive practical means of Quarantining those individuals that effectively protects unexposed and susceptible individuals. Home-Quarantine shall be per the attached Quarantine and Isolation Directions. Individuals who have had Close Contact with individuals who have tested positive for influenza or an alternative diagnosis including seasonal allergies or other chronic condition are **not** subject to quarantine under this Order.

That a home-Isolation and Quarantine will allow the most freedom of movement and communication with family members and other contacts without allowing the transmission of COVID-19 to others, and a home-Isolation or Quarantine will allow the appropriate level of medical care needed for the quarantined individuals unless it is necessary to admit the Isolated or Quarantined individuals to a health care facility.

That hospital capacity and health care resources including health care personnel hours and/or medical supplies, such as personal protective equipment, are being depleted by elective surgeries and elective procedures and that a shortage of hospital capacity or health care resources will hinder efforts of health care personnel and health care facilities to treat persons who test positive for COVID-19.

That a delay in the imposition of an effective Directed Health Measure would significantly jeopardize the ability to prevent or limit the transmission of COVID-19 or pose unacceptable risks to any person or persons.

That the following Directed Health Measures have been identified as effective against public health threats by the CDC and other similar public health authorities to effectively prevent, limit, or slow the spread of COVID-19.

- I. Based on conditions in the following areas, the following Directed Health Measures are hereby ordered for Blaine, Loup, Garfield, Wheeler, Custer, Valley, Greeley, Sherman and Howard counties, effective 12:00 AM, June 22, 2020 and continuing through 11:59 PM, July 31, 2020; unless renewed, extended, or terminated by subsequent order, all persons in all the aforementioned county(s) are ordered to comply:

1. Gatherings are hereby restricted;

A gathering is defined as any event or convening that brings together more than ten (10) patrons, customers or other invitees, excluding staff, in a single room or single space at the same time, including but not limited to, pre-schools, fairgrounds, fairs, festivals, auditoriums, stadiums, arenas, large event conference rooms, meeting halls, libraries, in-door or out-door arenas, tracks, bowling alleys, zoos, aquariums, swimming pools, or any other confined indoor or outdoor space.

Gatherings are restricted to: fifty percent (50%) for an indoor facility's applicable rated occupancy (excluding staff) or seventy-five percent (75%) for outdoor facility of the applicable rated occupancy (excluding staff). No gathering may exceed 10,000 individuals.

Any one party at a gathering may not exceed eight (8) individuals.

Parades, carnivals, midways, dances (excluding dance recitals), street dances, and beer gardens are prohibited. Processions of occupied motor vehicles in which occupants do NOT leave their vehicle and attendees do NOT line the street or gather to watch ARE permitted. Dancing is permitted at private events (events with set invitee lists, i.e. wedding receptions, proms etc.).

Drive-in movie theatres may open at full capacity so long as parties remain in their vehicles while viewing the movie and lines for concessions and restrooms areas must have an environment where patrons and staff maintain social distancing (a distance of six feet away from other persons) whenever possible.

Plans for Reopening: Except in counties with a population of five-hundred-thousand (500,000) or more, venues with a rated capacity of five-hundred (500) or more individuals must submit a "plan for reopening" to the applicable Local Public Health Department BEFORE reopening, the plan must contain at a minimum the following: planned number of guests/attendees, how the venue will meet applicable social distancing guidelines, sanitation guidelines and any other applicable DHM requirement. All plans must be approved by the Local Public Health Department prior to reopening. "Plans for Reopening" previously submitted under prior DHMs will need to be resubmitted for approval, if venues intend to exceed the prior DHM's occupancy (gathering) restrictions.

For counties with a population of five-hundred-thousand (500,000) or more individuals, venues with a rated capacity of one-thousand (1,000) or more individuals must submit a "plan for reopening" to the applicable Local Public Health Department BEFORE reopening, the plan must contain at a minimum: planned number of guests/attendees, how the venue will meet applicable social distancing guidelines, sanitation guidelines and any other applicable DHM requirement. All plans must be approved by the Local Public Health Department prior to reopening. "Plans for Reopening" previously submitted under prior DHMs will need to be resubmitted for approval, if venues intend to exceed the prior DHM's occupancy (gathering) restrictions.

For the purpose of clarity, a gathering does not include normal operations at airports, bus and train stations, health care facilities and services (as defined in the Health Care Facility Licensure Act NEB. REV. STAT. §§ 71-401 to 71-475), other mental health and/or substance use treatment day programs which are not required to be licensed (such as Day Rehabilitation or Day Treatment), shopping malls and centers, or other spaces where ten or more persons may be in transit. It also does not include typical office environments, factories, or retail or grocery stores where large numbers of people are present but it is typically unusual for them to be within six feet of one another. It also does not include events at which members of the media may need to be present, courts of law, public utilities, state, county, and city operations, election offices and polling places on election day, logistics/distribution centers, or family residences housing ten or more people. It also does not include religious services (see Religious service section below). However these settings are directed to use heightened, diligent and effective disinfection of exposed surfaces meeting the directions of the Nebraska Department of Health and Human Services, Centers for Disease Control and Prevention and the Environmental Protection Agency.

In addition to the aforementioned restriction on Gatherings, venues such as fitness centers/clubs, gymnasiums, gyms, school-gyms/weight rooms, health clubs, health spas, martial arts studios, and gymnastics gyms shall be limited to seventy-five (75%) of rated occupancy.

Beauty/nail salons, barber shops, massage therapy services, tattoo parlors/body art facilities shall require the use of masks, or other item sufficient to cover an individual's mouth and nose, for all staff, practitioners and patrons. Patrons receiving services on or to the face directly may unmask for the duration of the service. These locations/services shall further be limited to seventy-five percent (75%) of rated occupancy.

Restaurants, bars, taverns, private clubs, bottle clubs, and gentleman clubs, regardless of name or characterization, shall limit parties to no more

than eight (8) individuals. Parties must be seated at tables, unless ordering, using restrooms, playing or participating in games. Items should not be shared or distributed between different dining parties or tables. Carry-out, drive-through, and delivery are permitted. Self-service buffets and self-service food bars are prohibited. Lines for carry-out, drive-through, restrooms and ordering in the above-referenced establishments must have an environment where patrons and staff can maintain social distancing (a distance of six feet away from other persons) whenever possible. Restaurants at bowling alleys will be treated as restaurants while the bowling area is considered under gathering requirements.

Wedding and funeral receptions shall limit parties to no more than eight (8) individuals. Self-service buffets and self-service food bars are prohibited. Venue staff must serve food directly to attendees. Dancing is permitted at wedding receptions.

All businesses are hereby reminded to follow any COVID-19 related safety guidelines established or published by their respective professional, regulatory or advisory associations or agencies relating to or regarding the use of PPE.

2. Individuals who test positive for COVID-19 or who have the following symptoms—fever of 100.4 F. or above, or a sudden onset of a cough or sudden onset of shortness of breath—shall home-Isolate, unless Isolated in a health care facility, for a period of no less than ten (10) days from the date of the first-positive test or onset of symptoms per attached Quarantine and Isolation Directions. Individuals with the above-listed symptoms who have tested positive for influenza or an alternative diagnosis including seasonal allergies or other chronic condition **not** subject to Isolation under this Order.

Individuals who have had Close Contact (see attached Quarantine and Isolation Directions definitions) shall home-Quarantine, unless Quarantined in a health care facility, for a period of no less than fourteen (14) days from the date of their last exposure to a person who tested positive or exhibited or exhibits the above symptoms per attached Quarantine and Isolation Directions. Individuals who have had Close Contact with individuals who have tested positive for influenza or an alternative diagnosis including seasonal allergies or other chronic condition are **not** subject to Quarantine under this Order.

Please see the attached, and hereby incorporated in full, Quarantine and Isolation directions, per 173 NAC 6-006.03B.

3. Team Sports have been characterized by contact level (contact, limited-contact, non-contact) based upon guidance from the April 2008 “American Academy of Pediatrics Classification of Sports According to Contact”. These categories will be used while determining the opening/restriction of team sports. In addition to the below Sports restrictions, the “Statewide

Sports Reopening Guidelines” are hereby ordered, and fully incorporated herein. These guidelines shall govern all Adult, Youth and School Sports not otherwise specifically exempted.

Adult, Youth and School Limited and Non-contact team sports (including but not limited to: baseball, softball and volleyball) practices may continue per Statewide Sports Reopening Guidelines.

Adult, Youth, and School Limited and Non-contact team sports (including but not limited to: baseball, softball and volleyball) games may continue per Statewide Sports Reopening Guidelines.

Adult, Youth and School Rodeo events may continue per Statewide Sports Reopening Guidelines. Rodeo events must meet “Gathering” requirements contained herein.

Adult, Youth and School Contact sports (including but not limited to: basketball, tackle football, soccer, and wrestling) games and practices may begin July 1, 2020 per Statewide Sports Reopening Guidelines.

4. Religious services, including weddings or funerals, are allowed. During religious ceremonies and services, items should not be shared or distributed between different parties.
5. Daycare/childcare services: Notwithstanding any other state statute, regulation, or order, daycare/childcare services may not exceed the lessor of the current license limit or:
 - Fifteen (15) children per room/space for infant to three (3) year olds
 - Twenty (20) children per room/space for three (3) year olds
 - Twenty-Four (24) Children per room/space for four (4) and five (5) year olds
 - Thirty (30) school-age (K-12) children per room/space

Statutory and regulatory staff-to-child ratio requirements are still applicable and enforceable.

6. Every individual who enters the State of Nebraska as the final destination from any international point of origin, and individuals who reside or resided with an individual who enters the State of Nebraska as the final destination from any international point of origin, shall home-quarantine, per attached Quarantine and Isolation Directions, for a period of no less than fourteen (14) days from the time of entry into Nebraska or the duration of the individual’s presence in Nebraska, whichever is shorter. This restriction shall not apply to individuals traveling in connection with military service or in connection with employment at a health care facility.

7. Any employer required by law to provide housing to an employee or worker and who provides congregate or shared housing to employees or workers, must, at minimum, (1) post signage throughout the shared or congregate housing communicating prevention measures such as proper cleaning, disinfection, hand washing, cough etiquette, and avoiding non-essential physical contact, (2) daily clean and disinfect shared areas in such housing, (3) perform daily verbal screening and temperature checks of all employees or workers living in employer provided shared or congregate housing, (4) provide alternative housing arrangements for any employee or worker who tests positive for COVID-19 or who have the following symptoms – fever of 100.4 F. or above, or a sudden onset of a cough or sudden onset or shortness of breath – separate from housing provided to employees or workers who test negative for COVID-19 or are without symptoms, (5) provide alternative housing arrangements for any employee or worker who had close contact with a confirmed or suspected COVID-19 case separate from housing provided to employees or workers who test negative for COVID-19 or are without symptoms, and separate from any employee or worker who tests positive for COVID-19 or who have the following symptoms – fever of 100.4 F. or above, or a sudden onset of a cough or sudden onset or shortness of breath, and (6) thoroughly clean and disinfect all housing areas where a confirmed or suspected COVID-19 case spent time.

- II. This order supersedes previous Directed Health Measure Orders 2020-001, 2020-002, 2020-003, 2020-004, 2020-005, 2020-006, 2020-007, 2020-008, 2020-009, 2020-010, 2020-011, LBHD-001 and LBHD-002 for the aforementioned county(s), provided, this Order does not supersede the provisions of any Directed Health Measure(s) issued by Local Health Departments, except that the Directed Health Measures contained in this order are binding and enforceable regardless of any Directed Health Measure(s) issued by Local Health Departments or municipalities.

This Order will remain in effect no longer than necessary to ensure that individuals or groups affected by COVID-19 no longer pose a public health threat.

Failure to comply with this Order will result in legal action for enforcement by civil and/or criminal remedies.

In the event of noncompliance with the terms of this Order, law enforcement and other Municipal and Local Public Health Department personnel will be required to aid the Department in enforcement of the Order, pursuant to 173 NAC 6 and NEB. REV. STAT. § 71-502.

Any person subject to this Order may request a contested case hearing to contest the validity of the Order. A request can be made to the DHHS Hearing Office by fax at 402-742-2376 or requested by phone at 402-471-7237.

Upon request, the Department will schedule a hearing to be held as soon as reasonably possible under the circumstances. Unless requested otherwise, the hearing will be scheduled no sooner than three days after the request is received by the Department. The hearing will be conducted in accord with the Department's rules of practice and procedure adopted pursuant to the Administrative Procedure Act.


The parties to the hearing will be limited to the Department and requesting party unless one or more additional persons have requested contested case hearings on substantially identical issues; the interests of administrative economy require that the matters be consolidated; and no party would be prejudiced by consolidation, in which case notice of the consolidation will issue.

A party may be represented by counsel at the party's own expense, or may appear *pro se* if a natural person.

Reasonable prior notice of the time and place for hearing will be given. The hearing may be conducted in whole or in part by telephone.

The purpose of the hearing is to determine if the factual bases for the Order exist and the reasonableness of the ordered measures. The Director may affirm, reverse or modify the Order by a written Findings of Fact, Conclusions of Law, and Order to be issued as soon as reasonably possible after the hearing.

For the Nebraska Department of Health and Human Services:


Gary Anthone, MD
Chief Medical Officer/Director of Public Health

6-19-20
Date

Pursuant to Title 173 Neb. Admin. Code. Ch. 6, 007.02, this Order has been provided to and shall be disseminated through mass media.

Quarantine and Isolation Directions

Symptoms of the subject disease and course of treatment:

These symptoms may appear 2-14 days after exposure: fever of 100.4 degrees Fahrenheit or above, cough, and shortness of breath. Follow your medical provider's directions for course of treatment. Emergency warning signs for COVID-19 require medical attention immediately. Emergency warning signs include: trouble breathing, persistent pain or pressure in the chest, new confusion or inability to arouse and bluish lips or face. Consult your medical provider for any other symptoms that are severe or concerning.

Instructions on the disinfecting or disposal of any personal property;

Surfaces

- Wear disposable gloves when cleaning and disinfecting surfaces. Gloves should be discarded after each cleaning. If reusable gloves are used, those gloves should be dedicated for cleaning and disinfection of surfaces for COVID-19 and should not be used for other purposes. Consult the manufacturer's instructions for cleaning and disinfection products used. Clean hands immediately after gloves are removed.
- If surfaces are dirty, they should be cleaned using a detergent or soap and water prior to disinfection.
- For disinfection, diluted household bleach solutions, alcohol solutions with at least 70% alcohol, and most common EPA-registered household disinfectants should be effective.
 - Diluted household bleach solutions can be used if appropriate for the surface. Follow manufacturer's instructions for application and proper ventilation. Check to ensure the product is not past its expiration date. Never mix household bleach with ammonia or any other cleanser. Unexpired household bleach will be effective against coronaviruses when properly diluted.
 - Prepare a bleach solution by mixing:
 - 5 tablespoons (1/3rd cup) bleach per gallon of water or
 - 4 teaspoons bleach per quart of water
 - Products with EPA-approved emerging viral pathogen claims <https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2> are expected to be effective against COVID-19 based on data for harder to kill viruses. Follow the manufacturer's instructions for all cleaning and disinfection products (e.g., concentration, application method and contact time, etc.).
- For soft (porous) surfaces such as carpeted floor, rugs, and drapes, remove visible contamination if present and clean with appropriate cleaners indicated for use on these surfaces. After cleaning:
 - Launder items as appropriate in accordance with the manufacturer's instructions. If possible, launder items using the warmest appropriate water setting for the items and dry items completely, or Use products

with the EPA-approved emerging viral pathogens claims (examples at this link <https://www.americanchemistry.com/Novel-Coronavirus-Fighting-Products-List.pdf> that are suitable for porous surfaces.

Clothing, towels, linens and other items that go in the laundry

- Wear disposable gloves when handling dirty laundry from an ill person and then discard after each use. If using reusable gloves, those gloves should be dedicated for cleaning and disinfection of surfaces for COVID-19 and should not be used for other household purposes. Clean hands immediately after gloves are removed.
 - If no gloves are used when handling dirty laundry, be sure to wash hands afterwards.
 - If possible, do not shake dirty laundry. This will minimize the possibility of dispersing virus through the air.
 - Launder items as appropriate in accordance with the manufacturer's instructions. If possible, launder items using the warmest appropriate water setting for the items and dry items completely. Dirty laundry from an ill person can be washed with other people's items.
 - Clean and disinfect clothes hampers according to guidance above for surfaces. If possible, consider placing a bag liner that is either disposable (can be thrown away) or can be laundered.

Precautions to prevent the spread of the subject disease;

Stay home except to get medical care.

- Stay home: People who are mildly ill with COVID-19 are able to recover at home. Do not leave, except to get medical care. Do not visit public areas.
- Stay in touch with your doctor. Call before you get medical care. Be sure to get care if you feel worse or you think it is an emergency.
- Avoid public transportation: Avoid using public transportation, ride-sharing, or taxis.

Separate yourself from other people in your home, this is known as home isolation

- Stay away from others: As much as possible, you should stay in a specific "sick room" and away from other people in your home. Use a separate bathroom, if available.
- Limit contact with pets & animals: You should restrict contact with pets and other animals, just like you would around other people.
 - Although there have not been reports of pets or other animals becoming sick with COVID-19, it is still recommended that people with the virus limit contact with animals until more information is known.

- o When possible, have another member of your household care for your animals while you are sick with COVID-19. If you must care for your pet or be around animals while you are sick, wash your hands before and after you interact with them.

Call ahead before visiting your doctor

- Call ahead: If you have a medical appointment, call your doctor's office or emergency department, and tell them you have or may have COVID-19. This will help the office protect themselves and other patients.

Wear a facemask if you are sick

- If you are sick: You should wear a facemask when you are around other people and before you enter a healthcare provider's office.
- If you are caring for others: If the person who is sick is not able to wear a facemask (for example, because it causes trouble breathing), then people who live in the home should stay in a different room. When caregivers enter the room of the sick person, they should wear a facemask. Visitors, other than caregivers, are not recommended.

Cover your coughs and sneezes

- Cover: Cover your mouth and nose with a tissue when you cough or sneeze.
- Dispose: Throw used tissues in a lined trash can.
- Wash hands: Immediately wash your hands with soap and water for at least 20 seconds. If soap and water are not available, clean your hands with an alcohol-based hand sanitizer that contains at least 60% alcohol.

Clean your hands often

- Wash hands: Wash your hands often with soap and water for at least 20 seconds. This is especially important after blowing your nose, coughing, or sneezing; going to the bathroom; and before eating or preparing food.
- Hand sanitizer: If soap and water are not available, use an alcohol-based hand sanitizer with at least 60% alcohol, covering all surfaces of your hands and rubbing them together until they feel dry.
- Soap and water: Soap and water are the best option, especially if hands are visibly dirty.
- Avoid touching: Avoid touching your eyes, nose, and mouth with unwashed hands.

Avoid sharing personal household items

- Do not share: Do not share dishes, drinking glasses, cups, eating utensils, towels, or bedding with other people in your home.

- Wash thoroughly after use: After using these items, wash them thoroughly with soap and water or put in the dishwasher.

Clean all "high-touch" surfaces everyday

You have a right to an independent medical exam at your own expense.

Provisions to ensure and monitor compliance;

Self-monitor twice daily for fever and other symptoms listed above for fourteen days. Coordinate with your health care provider and local public health department.

Definitions:

Close contact: an individual who has been within 6 feet (2 meters) of a person who tested positive or someone with the following symptoms : fever of 100.4 F. or above or sudden onset of a cough or sudden onset of shortness of breath, for at least 10 minutes.

Quarantine: persons with exposure to someone who tested positive or someone with the following symptoms: fever of 100.4 F. or above or sudden onset of a cough or sudden onset of shortness of breath, , or international travel, should remove themselves from situations where others could be exposed/infected, and self-monitor for symptom development.

Isolation: persons who have tested positive or who develop symptoms consistent with COVID-19 (fever of 100.4 F. or above, or a sudden onset of a cough or sudden onset of shortness of breath) should eliminate contact with others.

Isolation Directions:

Individuals who tested positive for COVID-19 who have symptoms or had the following symptoms: fever of 100.4 F. or above or sudden onset of a cough or sudden onset of shortness of breath, may discontinue quarantine under the following conditions:

- at least ten (10) days have passed since onset of symptoms **AND**
- symptoms have improved **AND**
- the individual has been fever-free for at least 72 hours without the use of fever-reducing medication.

Individuals who tested positive for COVID-19 who do NOT have symptoms may discontinue quarantine under the following conditions:

- at least ten (10) days have passed since the date of their 1st positive test **AND**
- have had no symptom development **AND**

- for 3 days following discontinuation of quarantine, these people must continue to limit contact (stay 6 feet away from others) and when possible wear a face covering (such as a bandana or cloth mask).

Quarantine Directions:

Individuals who are close contacts with a person who has tested positive or have the following symptoms: fever of 100.4 F. or above or sudden onset of a cough or sudden onset of shortness of breath, may discontinue quarantine under the following conditions:

- at least 14 days have passed since the last close contact exposure with positive individual or individual with symptoms listed above **AND**
- have had no symptom development

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Return to:
City of Broken Bow
314 South 10th Avenue
Broken Bow, NE 68822

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That the City of Broken Bow, Grantor, owner of the following described real estate:

A 3-foot-wide strip of land beginning at the east corner and ending at the west corner, located on the south side of Original Town Block 20, Lot 16, Broken Bow City,

does hereby grant unto Opportunity Land Investments LLC and to its successors and assigns a perpetual easement and right-of-way to be used for the demolition, repair, construction, and maintenance of egress windows, as shown on the Easement Exhibit attached hereto and made a part hereof by reference.

Dated this _____ day of _____, 2020.

City of Broken Bow, Grantor

Rod Sonnichsen, Mayor

STATE OF NEBRASKA,)
 : ss.
COUNTY OF CUSTER.)

Subscribed and sworn to before me on _____,
2020, by Rod Sonnichsen, on behalf of the City of Broken Bow.

Notary Public



Opportunity Land Investments
244 South 9th

Egress Window Easement

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