

**CITY OF BROKEN BOW  
CITY COUNCIL AGENDA  
December 22, 2020 @ 6:00 PM  
Municipal Auditorium  
314 South 10<sup>th</sup> 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. Pledge of Allegiance**

- E. 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.

- F. Consent Agenda:** Consideration of approving the consent agenda items for December 22, 2020, which will include the following:

- a. Approval of Minutes of December 8, 2020 Meeting
- b. Approval of Bills as Posted

**G. Call to Order**

**H. Roll Call**

**I. Other Communications:**

- a. Recognition of Years of Service Awards.

**J. New Business**

- a. **City Administrator Signor for the Bank Accounts** – Consideration of approving City Administrator Daniel Knoell as authorized signer for all City Accounts held at Bruning Bank and Nebraska State Bank.
- b. **Public Hearing, Ordinance 1236, Merging the Offices of Deputy Clerk & City Treasurer** – Consideration of opening a public hearing regarding Ordinance 1236, Merging the Offices of Deputy City Clerk & City Treasurer.
- c. **Waive Three Readings of Ordinance 1236** – Consideration of waiving the three readings of Ordinance 1236.

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- d. Ordinance 1236, Merging the Offices of Deputy Clerk and Treasurer** – Consideration of approving Ordinance 1236, Merging the Offices of Deputy Clerk and Treasurer.
- e. Approval of Job Description for Deputy Clerk-Treasurer** – Consideration of approving the job description for the Deputy Clerk-Treasurer.
- f. Public Hearing on Ordinance 1237, Amended 2020-2021 Wage Ordinance** – Consideration of opening a public hearing on Ordinance 1237, Amended 2020-2021 Wage Ordinance.
- g. Waive Three Readings of Ordinance 1237** – Consideration of waiving the three readings of Ordinance 1237.
- h. Ordinance 1237, Amended 2020-2021 Wage Ordinance** – Consideration of approving Ordinance 1237, Amended 2020-2021 Wage Ordinance.
- i. Appointment of City Clerk** – Consideration of approving the appointment of Kandi Peters as the City Clerk.
- j. Appointment of Electric Superintendent** – Consideration of approving the appointment of Blake Waldo as the Electric Superintendent.
- k. Public Hearing, on Ordinance 1238, No Parking Spaces** – Consideration of opening a public hearing on Ordinance 1238, Designating (3) three “No Parking” spaces located on the south side of South F Street. The first (3) three parking stalls east of South 8<sup>th</sup> Avenue.
- l. Waive Three Readings of Ordinance 1238** – Consideration of waiving the three readings of Ordinance 1238.
- m. Ordinance 1238, No Parking Spaces** – Consideration of approving Ordinance 1238, Designating (3) three “No Parking” spaces located on the south side of South F Street. The (1<sup>st</sup>) first (3) three parking stalls east of South 8<sup>th</sup> Avenue.
- n. City Administrator Contract** – Consideration of approving the new contract with City Administrator Daniel Knoell.

**K. Adjournment**

*The next City Council Meeting will be on Tuesday, January 12<sup>th</sup>, 2020 @ 6:00 pm.*

**Upcoming Events**

**\*\*Please click on the letter next to the agenda item to see the information associated with that item.**

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- ❖ **December 24** – City Offices Close at Noon – Christmas Eve
- ❖ **December 25** – City Offices Closed – Christmas Day
- ❖ **December 28** – Board of Public Works Meeting at 12:30 pm @ Municipal Building
- ❖ **December 31** – City Offices Close at Noon – New Years Eve
- ❖ **January 1** – City Offices Closed – New Years Day

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 classed. 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  
December 8, 2020**

The Broken Bow City Council met in regular session on Tuesday, December 8, 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 December 3, 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: Jacob Holcomb, David Schmidt, Chris Myers, and Larry Miller. Absent: None. Mayor Sonnichsen announced the availability of the open meetings law, followed by recitation of the Pledge of Allegiance.

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

Moved by Holcomb, seconded by Schmidt, to approve the consent agenda for December 8, 2020. Said motion includes approval of the Minutes of the November 24, 2020 Council Meeting, Bills to Date, and Approval of Broken Bow Volunteer Fire Department Roster. Roll call vote: Voting aye: Holcomb, Myers, Miller, and Schmidt. Nays: None. Motion carried.

Aflac, \$400.11; American Legal Publishing, Model Ordinances, \$399.00; Black Hills Energy, Utilities-Gas, \$1,096.46; Bound Tree Medical, AED Pads, \$50.99; Broken Bow Airport Authority, Monthly Payment, \$1,083.33; Broken Bow Chamber of Commerce, Ambulance Incentive, \$990.00; Broken Bow Municipal Utilities, Utilities, \$9,023.87; Broken Bow Postmaster, PO Box Fee, \$150.00; Broken Bow Rural Fire Board, Utilities, \$505.49; Card Services, Supplies, \$72.87; \$214.82; City Flex Benefit Plan, \$166.04; City of Broken Bow, Health Insurance, \$3,028.52; \$26,964.53; City of Broken Bow Pension Fund, Retirement-Loan, \$1,366.79, Retirement-New, \$6,278.10; Liability-BBHA, \$1,416.08; Colonial Insurance, \$383.22; \$194.80; Consolidated Management Co., Meals NLETC, \$51.94; Custer County Treasurer, Communications Interlocal, \$12,120.58; Custer Public Power, CD Cell Power, \$30.49; Danko Emergency Equipment Co., Safety Vests, \$195.15; EFTPS Online Payment, \$1,932.94; \$5,713.07; \$8,264.98; Family Heritage, \$25.50; Hometown Leasing, Copier Lease, \$159.18; Insurance Aid Services, EMS Billing \$1,646.40; Island Supply Company, Oxygen, \$42.68; JEO, Memorial Drive, \$745.00; Mid Plains Community College, CPR Class, \$76.00; Omaha State Bank, HSA, \$75.00; OpticsPlanet, Inc., Wearable Safety Lights, \$345.80; Overnite Auto, Battery, \$150.95; Police Chief Assn of Nebraska, Membership Dues, \$30.00; Police Officers Assn of Nebr, POAN Membership, \$90.00; Presto X Company, Pest Service, \$111.28; Prime Plumbing, Sewer Repairs, \$147.50; Pristine Cleaning, LLC Cleaning Service, \$325.00; Register of Deeds, Assessment Filing Fees, \$28.00; Ron Ripp Construction, Garage Door Repair, \$168.75; S & L Sanitary Service, Trash @ Square, \$49.30; Sandry Fire Supply LLC, Helmets \$650.75; Sara J. Hulinsky, Cleaning Service, \$1,192.00; Schaper and White law Firm, Legal Fees, \$4,447.91; State Income Tax WH NE Online Payment, \$2,565.89; V-Bar Sales & Service, Truck Repair, \$71.88; Verizon Wireless, \$141.38; Village Uniform, rugs, \$125.75; Total Bills = \$95,506.07.

Mayor Sonnichsen adjourned Sine Die.

City Attorney Jason White administrated the Oath of Office to Councilman Jacob Holcomb - West Ward and Councilman Christopher Myers - East Ward.

Moved by Schmidt, seconded by Miller, to elect Jacob Holcomb as the Council President. Roll call vote: Voting aye: Schmidt, Miller, Myers, and Holcomb. Nays: None. Motion carried.

Moved by Holcomb, seconded by Schmidt, to appoint JEO Consulting Group, Inc. as the City Engineer for 2021. Roll call vote: Voting aye: Myers, Miller, Holcomb, and Schmidt. Nays: None. Motion carried.

Moved by Miller, seconded by Schmidt, to appoint Steven Parr from JEO Consulting Group, Inc., License S-859, Class A, as the Street Superintendent from January 1, 2021 to December 31, 2021. Roll call vote: Voting aye: Schmidt, Myers, Holcomb, and Miller. Nays: None. Motion carried.

Moved by Holcomb, seconded by Schmidt, to approve Resolution 2020-20. Said resolution approves the signing of the year-end certification of City Street Superintendent form by the Mayor. Roll call vote: Voting aye: Holcomb, Schmidt, Myers, and Miller. Nays: None. Motion carried.

Moved by Holcomb, seconded by Myers, to approve opening bids for sludge removal at the Wastewater Treatment Plant. Roll call vote: Voting aye: Holcomb, Myers, Schmidt, and Miller. Nays: None. Motion carried.

Moved by Holcomb, seconded by Schmidt, to open a public hearing at 6:10 p.m. regarding the conditional use permit application from Viaero Wireless. Roll call vote: Voting aye: Myers, Schmidt, Miller, and Holcomb. Nays: None. Motion carried. Site Acquisition Specialist Mike Harms with Viaero Wireless was representing Industrial Tower West. Harms explained the plan for removing the existing the 60-foot pole at 1451 N. 17<sup>th</sup> Avenue and replacing it with a 100-foot galvanized pole. The new pole would be placed around 40-50 feet south of the current pole and would be self-supporting. The Federal Aviation Administration (FAA) does not require the tower to be lighted if it is less than 200 feet tall. As of now there are no plans to add any lights with it being in a residential area. City Administrator Dan Knoell informed the Council that the Planning Commission had approved this plan at their meeting on December 2, 2020. Knoell stated that the permit has also met all zoning requirements. Moved by Holcomb, seconded by Schmidt, to close the public hearing at 6:14 p.m. regarding the conditional use permit application from Viaero Wireless. Roll call vote: Voting aye: Holcomb, Myers, Schmidt, and Miller. Nays: None. Motion carried.

Moved by Miller, seconded by Holcomb, to approve the conditional permit application from Viaero Wireless, to remove and replace the existing 60-foot pole located at 1451 N. 17<sup>th</sup> Avenue. Roll call vote: Voting aye: Miller, Holcomb, Schmidt, and Myers. Nays: None. Motion carried.

Chief Steve Scott, Library Director Megan Svoboda, and Streets/Parks Overseer Darren Marten presented updates for their departments.

Moved by Holcomb, seconded by Myers, to adjourn the City Council Meeting at 6:21 p.m. Roll call vote: Voting aye: Miller, Schmidt, Myers, and Holcomb. Nays: None. Motion carried.

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Rod Sonnichsen, Mayor

ATTEST:

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Kandi K. Peters, Deputy City Clerk

## Accounts Payable Detail Listing

City of Broken Bow

<u>Vend#</u>	<u>Vendor Name</u>	<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>
	<u>Account#</u>			<u>Work Order</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>
<b>Aflac</b>										
30293	12/9/2020	12/9/2020			295.89					Posted
	01-1501.00					PRE TAX AFLAC			295.89	0.00
30294	12/9/2020	12/9/2020			104.22					Posted
	01-1501.00					AFLAC POST TAX			104.22	0.00
<b>Ag Land ATV</b>										
30310	12/22/2020	12/22/2020			25.95					Posted
	09-3311.00					4-Wheeler Blade			25.95	0.00
<b>Awards &amp; More</b>										
30345	12/22/2020	12/22/2020			234.50					Posted
	01-3212.00					Recognition Plaques			234.50	0.00
<b>Broken Bow Mun Utilities</b>										
30349	12/22/2020	12/22/2020			1,944.36					Posted
	08-3225.00					fuel			745.53	0.00
	06-3225.00					fuel			29.27	0.00
	04-3225.00					fuel			574.69	0.00
	05-3225.00					fuel			19.52	0.00
	09-3225.00					fuel			305.50	0.00
	03-3225.00					fuel			269.85	0.00
									<u>1,944.36</u>	<u>0.00</u>
<b>Capital One</b>										
30344	12/22/2020	12/22/2020			375.80					Posted
	04-3410.00					safety lights			375.80	0.00
<b>Carquest of Broken Bow</b>										
30317	12/22/2020	12/22/2020			23.98					Posted
	08-3350.00					Christmas Lights-Zip Ties			23.98	0.00
<b>Carroll Construction Supply</b>										
30348	12/22/2020	12/22/2020			1,533.00					Posted
	08-3345.00					Tarr/Patch			1,533.00	0.00
<b>Central I.T., LLC</b>										
30326	12/22/2020	12/22/2020			34.95					Posted
	07-3410.00					Network Card			34.95	0.00
<b>Central Mediation Center</b>										
30346	12/22/2020	12/22/2020			300.00					Posted
	01-3222.00					Mediation			300.00	0.00
<b>Century Link</b>										
30336	12/22/2020	12/22/2020			713.24					Posted
	08-3221.00					Street - Basic & Long Distance			30.68	0.00
	10-3221.00					Swim Pool - Basic & Credit Card			134.81	0.00
	09-3221.00					Park - Basic & Long Distance			30.68	0.00
	03-3221.00					Handi Bus - Basic & Long Distance			60.90	0.00
	01-3221.00					General -Basic & Long Distance Radio			85.49	0.00
	01-3221.00					General -Basic & Long Distance Office			160.67	0.00
	04-3221.00					Police - Basic & Long Distance			210.01	0.00
									<u>713.24</u>	<u>0.00</u>
<b>City Flex Benefit Plan</b>										
30295	12/9/2020	12/9/2020			166.04					Posted
	01-1501.00					SELECT FLEX-UNREIMBURSED M/D/V			166.04	0.00
<b>City of Broken Bow - Health Insurance</b>										
30304	12/9/2020	12/9/2020			3,028.52					Posted
	01-1501.00					HEALTH INSURANCE			3,028.52	0.00
<b>City of Broken Bow Pension Fund</b>										
30296	12/9/2020	12/9/2020			1,509.61					Posted
	01-1513.00					RETIREMENT LOAN PAYMENT			1,509.61	0.00
30297	12/9/2020	12/9/2020			7,024.74					Posted
	01-1502.00					RETIREMENT NEW			7,024.74	0.00
<b>Colonial Insurance</b>										
30291	12/9/2020	12/9/2020			383.22					Posted
	01-1501.00					COLONIAL LIFE PRE TAX			383.22	0.00

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	<u>Account#</u>			<u>Work Order</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>
<b>Colonial Insurance (continued)</b>										
30292	12/9/2020	12/9/2020		194.80						Posted
	01-1501.00					COLONIAL LIFE POST TAX			194.80	0.00
<b>Consolidated Management Co.</b>										
30342	12/22/2020	12/22/2020		129.35						Posted
	04-3205.00					Meals NLETC			129.35	0.00
<b>Culligan Water Conditioning</b>										
30343	12/22/2020	12/22/2020		109.84						Posted
	04-3310.00					Salt & Repair			109.84	0.00
<b>Custer County Clerk</b>										
30331	12/22/2020	12/22/2020		102.50						Posted
	01-3211.00					General Election			102.50	0.00
<b>Deb's Embroidery Shop</b>										
30350	12/22/2020	12/22/2020		191.84						Posted
	08-3410.00					Hoodies			191.84	0.00
<b>Dollar General-Regions 410526</b>										
30329	12/22/2020	12/22/2020		4.25						Posted
	02-3223.00					Supplies			4.25	0.00
<b>EFTPS Online Payment</b>										
30300	12/9/2020	12/9/2020		2,123.20						Posted
	01-1500.00					MEDICARE			2,123.20	0.00
30301	12/9/2020	12/9/2020		6,938.37						Posted
	01-1500.00					FEDERAL MARRIED			2,977.80	0.00
	01-1500.00					FEDERAL SINGLE			3,960.57	0.00
									6,938.37	0.00
30302	12/9/2020	12/9/2020		9,078.44						Posted
	01-1500.00					SOCIAL SECURITY			9,078.44	0.00
<b>Eakes Office Products</b>										
30322	12/22/2020	12/22/2020		147.40						Posted
	07-3223.00					Supplies			77.45	0.00
	07-3410.00					Supplies			69.95	0.00
									147.40	0.00
30337	12/22/2020	12/22/2020		420.85						Posted
	01-3223.00					Supplies & Envelopes			420.85	0.00
<b>Family Heritage</b>										
30298	12/9/2020	12/9/2020		25.50						Posted
	01-1501.00					FAMILY HERITAGE			25.50	0.00
<b>Frontier Family Pharmacy</b>										
30307	12/22/2020	12/22/2020		134.50						Posted
	05-3338.00					Narcan Spray			134.50	0.00
<b>Gary's Super Foods</b>										
30305	12/22/2020	12/22/2020		58.84						Posted
	03-3223.00					Supplies			58.84	0.00
<b>Gateway Motors Inc</b>										
30339	12/22/2020	12/22/2020		662.01						Posted
	04-3310.00					Fuel Injector			662.01	0.00
<b>Great Plains Asbestos Control</b>										
30353	12/22/2020	12/22/2020		4,800.00						Posted
	01-3436.00					631 S. 9th Russell Prop.			4,800.00	0.00
<b>Great Plains Communications</b>										
30332	12/22/2020	12/22/2020		70.95						Posted
	08-3221.00					Internet			35.48	0.00
	09-3221.00					Internet			35.47	0.00
									70.95	0.00
<b>Hire Right Solutions</b>										
30338	12/22/2020	12/22/2020		250.00						Posted
	01-3222.00					Annual Fee			250.00	0.00
<b>Ingram Library Services</b>										
30324	12/22/2020	12/22/2020		1,017.24						Posted
	07-3340.00					Books & Movies			1,017.24	0.00

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	<b>Account#</b>					<b>Description</b>			<b>Debit</b>	<b>Credit</b>
<b>Integrity Home Inspection &amp; Testing (continued)</b>										
30352	12/22/2020	12/22/2020		500.00						Posted
	01-3436.00					Asbestos Abatement-631 S. 9th			500.00	0.00
<b>Island Supply Welding Co.</b>										
30308	12/22/2020	12/22/2020		166.02						Posted
	05-3338.00					Oxygen			166.02	0.00
<b>JEO</b>										
30347	12/22/2020	12/22/2020		4,000.00						Posted
	12-4200.00					Annual Billing -2020 Road Program			4,000.00	0.00
<b>Jeffres Sand and Gravel</b>										
30319	12/22/2020	12/22/2020		1,223.03						Posted
	08-3346.00					Gravel			1,223.03	0.00
<b>John Deere Financial</b>										
30334	12/22/2020	12/22/2020		216.51						Posted
	09-3410.00					mower lease			216.51	0.00
<b>Kully Pipe &amp; Steel</b>										
30320	12/22/2020	12/22/2020		262.86						Posted
	08-3310.00					Dump Truck Sides			262.86	0.00
<b>Mark Wells</b>										
30351	12/22/2020	12/22/2020		205.72						Posted
	01-3104.00					Health Insurance-Reimbursement			205.72	0.00
<b>Matheson Tri-Gas Inc</b>										
30311	12/22/2020	12/22/2020		206.12						Posted
	08-3310.00					Bottle Rental			206.12	0.00
<b>Megan Svoboda</b>										
30325	12/22/2020	12/22/2020		88.16						Posted
	07-3410.00					FM Transmitter			88.16	0.00
<b>Myers Iron Salvage</b>										
30354	12/22/2020	12/22/2020		500.00						Posted
	01-3436.00					631 S. 9th Demo			500.00	0.00
<b>NMC Exchange LLC</b>										
30306	12/22/2020	12/22/2020		2,651.20						Posted
	09-3310.00					Grader Blades & Snowblower Mount			2,651.20	0.00
<b>Nebraska Municipal Power Pool</b>										
30335	12/22/2020	12/22/2020		1,482.00						Posted
	01-3216.00					Software Fee - Power Manager			1,482.00	0.00
<b>Nebraska Safety and Fire Equipment, Inc</b>										
30323	12/22/2020	12/22/2020		135.00						Posted
	07-3311.00					Fire Alarm System Inspection			135.00	0.00
<b>Omaha State Bank</b>										
30299	12/9/2020	12/9/2020		75.00						Posted
	01-1501.00					HSA			75.00	0.00
<b>Paula Daily</b>										
30328	12/22/2020	12/22/2020		7.48						Posted
	02-3223.00					supplies			7.48	0.00
<b>Paulsen Inc.</b>										
30318	12/22/2020	12/22/2020		984.38						Posted
	08-3425.00					Cement - North D			984.38	0.00
<b>Platte Valley Communications</b>										
30341	12/22/2020	12/22/2020		224.40						Posted
	04-3411.00					Virus Protection			224.40	0.00
<b>Prachts Ace Hardware</b>										
30314	12/22/2020	12/22/2020		9.99						Posted
	09-3311.00					Drill Bit			9.99	0.00
30315	12/22/2020	12/22/2020		58.84						Posted
	09-3311.00					Bolts/Nuts/Batteries			58.84	0.00
<b>Pristine Cleaning, LLC</b>										
30330	12/22/2020	12/22/2020		325.00						Posted
	02-3419.01					Cleaning Service			325.00	0.00

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	<u>Account#</u>			<u>Work Order</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>
<b>Quill Corporation (continued)</b>										
30340	12/22/2020	12/22/2020		69.91						Posted
	04-3223.00					Calenders & Hand Sanitizer			69.91	0.00
<b>R&amp;S Radiator</b>										
30309	12/22/2020	12/22/2020		87.50						Posted
	08-3310.00					Air Compressor-Rad. Repair			87.50	0.00
<b>State Income Tax WH NE Online Payment</b>										
30303	12/9/2020	12/9/2020		3,006.80						Posted
	01-1500.00					STATE MARRIED			1,466.00	0.00
	01-1500.00					STATE SINGLE			1,540.80	0.00
									<u>3,006.80</u>	<u>0.00</u>
<b>Taste of Home</b>										
30327	12/22/2020	12/22/2020		77.00						Posted
	07-3340.00					Cookbooks			77.00	0.00
<b>Trotter Service</b>										
30313	12/22/2020	12/22/2020		761.48						Posted
	08-3310.00					Tires			761.48	0.00
30321	12/22/2020	12/22/2020		185.00						Posted
	11-3222.00					Tire Repair			185.00	0.00
<b>Trotter's Whoa &amp; Go</b>										
30312	12/22/2020	12/22/2020		734.69						Posted
	08-3225.00					Fuel			734.69	0.00
<b>Verizon Wireless</b>										
30333	12/22/2020	12/22/2020		421.45						Posted
	05-3221.00					Rescue hot spots			80.02	0.00
	04-3221.00					Police Internet for Ipads			280.07	0.00
	06-3221.00					Data			30.29	0.00
	03-3221.00					Handi Bus Phone			31.07	0.00
									<u>421.45</u>	<u>0.00</u>
<b>Wenquist Inc.</b>										
30316	12/22/2020	12/22/2020		49.90						Posted
	09-3339.00					Christmas Lights			49.90	0.00
					<u>62,873.34</u>	64 Non-voided payables listed.				

## Report Setup

AP - Accounts Payable Listing : Vendor Name

## Filter Options

Starting: 12/9/2020

Ending: 12/22/2020

Banks: All

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

All Vendors Selected

# Check Approval List - GL Account

12/17/2020 6:17:19 PM

City of Broken Bow

Page 1 of 2

<u>Vendor Name</u>	<u>Invoice</u>	<u>Invoice Description</u>	<u>Account Description</u>	<u>Amount</u>
<b>General</b>				
Awards & More		Recognition Plaques	City Promotions	234.50
Central Mediation Center		Mediation	Miscellaneous Expense	300.00
Century Link		basic & long distance	Telephone/Internet	85.49
Century Link		basic & long distance	Telephone/Internet	160.67
Custer County Clerk		General Election	Election Expense	102.50
Eakes Office Products		Supplies & Envelopes	Supplies & Postage	420.85
Great Plains Asbestos Control		631 S. 9th Russell Prop.	Building Demo	4,800.00
Hire Right Solutions		Annual Fee	Miscellaneous Expense	250.00
Integrity Home Inspection & Testing		Asbestos Abatement-631 S. 9th	Building Demo	500.00
Mark Wells		Health Insurance-Reimbursement	Health Insurance	205.72
Myers Iron Salvage		631 S. 9th Demo	Building Demo	500.00
Nebraska Municipal Power Pool		Software Fee - Power Manager	Copier Maint/Expense	1,482.00
			Total General	\$9,041.73
<b>Municipal Building</b>				
Dollar General-Regions 410526		Supplies	Supplies & Postage	4.25
Paula Daily		supplies	Supplies & Postage	7.48
Pristine Cleaning, LLC		Cleaning Service	Contracted Services	325.00
			Total Municipal Building	\$336.73
<b>Handi Bus</b>				
Broken Bow Mun Utilities		Fuel	Gas and Oil	269.85
Century Link		basic & long distance	Telephone/Internet	60.90
Gary's Super Foods		Supplies	Supplies & Postage	58.84
Verizon Wireless		telephone	Telephone/Internet	31.07
			Total Handi Bus	\$420.66
<b>Police</b>				
Broken Bow Mun Utilities		Fuel	Gas and Oil	574.69
Capital One		safety lights	Equipment Purchases	375.80
Century Link		basic & long distance	Telephone/Internet	210.01
Consolidated Management Co.		Meals NLETC	Travel & Meeting Expense	129.35
Culligan Water Conditioning		Salt & Repair	Maint/Repair Equipment	109.84
Gateway Motors Inc		Fuel Injector	Maint/Repair Equipment	662.01
Platte Valley Communications		Virus Protection	Computers	224.40
Quill Corporation		Calenders & Hand Sanitizer	Supplies & Postage	69.91
Verizon Wireless		telephone	Telephone/Internet	280.07
			Total Police	\$2,636.08
<b>Rescue Unit</b>				
Broken Bow Mun Utilities		Fuel	Gas and Oil	19.52
Frontier Family Pharmacy		Narcen Spray	Ambulance Supplies	134.50
Island Supply Welding Co.		Oxygen	Ambulance Supplies	166.02
Verizon Wireless		telephone	Telephone/Internet	80.02
			Total Rescue Unit	\$400.06
<b>Fire</b>				
Broken Bow Mun Utilities		Fuel	Gas and Oil	29.27
Verizon Wireless		telephone	Telephone/Internet	30.29
			Total Fire	\$59.56
<b>Library</b>				
Central I.T., LLC		Network Card	Equipment Purchases	34.95
Eakes Office Products		Supplies	Supplies & Postage	77.45
Eakes Office Products		Supplies	Equipment Purchases	69.95
Ingram Library Services		Books & Movies	Book Purchases	1,017.24
Megan Svoboda		FM Transmitter	Equipment Purchases	88.16
Nebraska Safety and Fire Equipment, Inc		Fire Alarm System Inspection	Maintenance & Repair B	135.00
Taste of Home		Cookbooks	Book Purchases	77.00
			Total Library	\$1,499.75
<b>Street</b>				

# Check Approval List - GL Account

12/17/2020 6:17:19 PM

City of Broken Bow

Page 2 of 2

<u>Vendor Name</u>	<u>Invoice</u>	<u>Invoice Description</u>	<u>Account Description</u>	<u>Amount</u>
<b>Street</b>				
Broken Bow Mun Utilities		Fuel	Gas and Oil	745.53
Carquest of Broken Bow		Christmas Lights-Zip Ties	Shop Tools	23.98
Carroll Construction Supply		Tarr/Patch	Road Materials	1,533.00
Century Link		basic & long distance	Telephone/Internet	30.68
Deb's Embroidery Shop		Hoodies	Equipment Purchases	191.84
Great Plains Communications		Internet	Telephone/Internet	35.48
Jeffres Sand and Gravel		Gravel	Gravel	1,223.03
Kully Pipe & Steel		Dump Truck Sides	Maint/Repair Equipment	262.86
Matheson Tri-Gas Inc		Bottle Rental	Maint/Repair Equipment	206.12
Paulsen Inc.		Cement - North D	Street Construction	984.38
R&S Radiator		Air Compressor-Rad. Repair	Maint/Repair Equipment	87.50
Trotter Service		Tires	Maint/Repair Equipment	761.48
Trotter's Whoa & Go		Diesel	Gas and Oil	734.69
			Total Street	\$6,820.57
<b>Park</b>				
Ag Land ATV		4-Wheeler Blade	Maintenance & Repair B	25.95
Broken Bow Mun Utilities		Fuel	Gas and Oil	305.50
Century Link		basic & long distance	Telephone/Internet	30.68
Great Plains Communications		Internet	Telephone/Internet	35.47
John Deere Financial		mower lease	Equipment Purchases	216.51
NMC Exchange LLC		Grader Blades & Snowblower Mount	Maint/Repair Equipment	2,651.20
Prachts Ace Hardware		Drill Bit	Maintenance & Repair B	9.99
Prachts Ace Hardware		Bolts/Nuts/Batteries	Maintenance & Repair B	58.84
Wenquist Inc.		Christmas Lights	Maintenance/Repair Gro	49.90
			Total Park	\$3,384.04
<b>Swimming Pool</b>				
Century Link		basic & long distance	Telephone/Internet	134.81
			Total Swimming Pool	\$134.81
<b>Sanitation</b>				
Trotter Service		Tire Repair	Miscellaneous Expense	185.00
			Total Sanitation	\$185.00
<b>ST Infra/Capital</b>				
JEO		Annual Billing -2020 Road Program	Sales Tax Infra Projects	4,000.00
			Total ST Infra/Capital	\$4,000.00
				<u>\$28,918.99</u>

Report Selection: Check Approval List - GL Account  
 Date Range Selection: GL Posting Date  
 Starting Date: 12/9/2020  
 Ending Date: 12/22/2020

Return To Agenda

**RECOGNITION OF YEARS OF SERVICE**  
**WITH THE CITY OF BROKEN BOW, NE**

**5 YEARS**

**SHANE FIORELLI**

**JULIE TOLINE**

**15 YEARS**

**DAVE DUNKEL**

**TOM EBERLE**

**30 YEARS**

**JEFF BERGHORST**

**DARREN MARTEN**

**40 YEARS**

**STEVE SCOTT**

**CITY OF BROKEN BOW  
ORDINANCE NO. 1236**

**AN ORDINANCE OF THE CITY OF BROKEN BOW, CUSTER COUNTY, NEBRASKA, AMENDING SECTION 31.03: MERGER OF OFFICES; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING A TIME WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.**

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

**Section 1.** That Section 31.03 of the Municipal Code be amended to read as follows:

**§ 31.03 MERGER OF OFFICES.**

(A) The City Council may, at its discretion, by ordinance combine and merge any elective or appointive office or employment or any combination of duties of any offices or employments, except Mayor and Council member, with any other elective or appointive office or employment so that one or more of the offices or employments or any combination of duties of any offices or employments may be held by the same officer or employee at the same time.

(B) The offices or employments so merged and combined shall always be construed to be separate and the effect of the combination or merger shall be limited to a consolidation of official duties only.

(C) The salary or compensation of the officer or employee holding the merged and combined offices or employments or offices and employments shall not be in excess of the maximum amount provided by law for the salary or compensation of the office, offices, employment or employments so merged and combined.

(D) For the purposes of this section, volunteer firefighters and ambulance service drivers shall not be considered officers.

~~(E) The statutory offices of the City Clerk and the City Treasurer are hereby merged and combined into one office which shall be entitled City Clerk-Treasurer. The appointee to said office shall fulfill all of the duties of the offices of the City Clerk and City Treasurer as provided by statute and shall be entitled to all the benefits derived therefrom.~~

(F) The offices of the Overseer of Streets and the Park Superintendent are hereby merged and combined into one office which shall be entitled Overseer of Streets and Parks. The appointee to said office shall fulfill all of the duties of the offices of the Overseer of Streets and Park Superintendent and shall be entitled to all the benefits derived therefrom.

(G) The offices of the Deputy Clerk and the City Treasurer hereby merged and combined into one office which shall be entitled Deputy City Clerk-Treasurer. The appointee to said office shall fulfill all of the duties of the offices of the Deputy City Clerk and City Treasurer as provided by statute and shall be entitled to all the benefits derived therefrom.

(2) This division (G) shall take effect and be in force from and after its passage and approval as required by law and shall be published in pamphlet form.

***Statutory reference:***

*Related provisions, see Neb. RS 17-108.02*

**Section 2.** All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

**Section 3.** This ordinance shall take effect and be in full force and effect from and after its passage, approval and publication as provided by law.

Passed and approved this 22<sup>nd</sup> day of December, 2020.

\_\_\_\_\_  
Rod Sonnichsen, Mayor

ATTEST:

\_\_\_\_\_  
Kandi Peters, City Clerk

[Return To Agenda](#)

<b>Job Title:</b>	City Deputy Clerk - Treasurer
<b>Department</b>	Administration
<b>Supervisor:</b>	City Clerk
<b>Also takes direction from:</b>	City Administrator and Mayor

#### Summary:

Assists the City Clerk with the financial affairs and analyses of the organization. Overseeing the preparation of corporate, consolidated financial statements and supporting schedules. Provides coordination of company financial planning, debt financing and budget management functions.

#### Essential Functions

##### Role and Responsibilities

- Works with accounting group to prepare monthly financial statements consistent with GAAP.
- Participates in the preparation and forecasting of the annual budget.
- Identifies and reports the financial and operating performance of each profit and cost center.
- Prepares and analyzes financial data, reports, statements, and projects.
- Establishes and implements short- and long-range departmental goals, objectives, policies and operating procedures.
- Arranges and prepares company yearend audit information to external auditors.
- Prepares reports required by regulatory agencies. (Sales Tax, Keno, etc.)
- Oversees daily operations of the billing and bookkeeping for the Utility and City offices.
- Establishes and maintains systems and controls which verify the integrity of all systems, processes and data.
- Conforms with and abides by all state and federal regulations, company policies, work procedures and instructions.
- Oversees, prepares, and files all necessary reports for payroll.
- Designs, establishes and maintains an Accounting organizational structure to accomplish the department goals and objectives.
- Identifies, develops and oversees a work plan for and lead implementation of the accounting system.
- Oversees TIF Projects and prepares amortization schedules.
- Performs other work-related duties as assigned.

##### Qualifications and Education Requirements

- Bachelor's degree in accounting, financial management or business administration.
- Certified Public Accountant (CPA) designation preferred.
- Any equivalent combination of education and experience determined to be acceptable.
- Two to five years previous experience in managing finance, accounting, and budgeting.
- Competence in Microsoft Office Suite application.
- Extensive knowledge associated with consolidated entities.
- Knowledge of finance, accounting, budgeting and cost control principles.
- Knowledge of federal and state financial regulations.
- Strong verbal, written, and interpersonal skills.
- Ability to effectively interact with all levels of the City and Utilities Departments.
- Strong attention to detail and organizational skills.
- Ability to handle and maintain the confidentiality of sensitive information.
- Self-motivated and independent problem solving ability and work under minimal supervision.

##### Working Conditions

- This position is subject to inside environmental conditions typically associated with an office environment.
- Work may require overnight travel and weekend and/or evening work.
- Light work; exerting up to 20 pounds of force occasionally, and /or up to 10 pounds of force frequently, and/or a negligible amount of forces constantly to move objects.

*\*This document does not create any employment contract, implied or otherwise, other than an "at will" employment relationship.*

Employee:		Date:	
Supervisor:		Date:	

☐ I have received a copy of the Employee Handbook and am aware there is a copy of the Employee Handbook in the office and online

## ORDINANCE NO. 1237

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF BROKEN BOW, NEBRASKA, REGARDING THE SALARIES OF OFFICERS AND EMPLOYEES; PAY PLAN FOR ALL CLASSIFICATIONS WITHIN THE CITY; AND MONTHLY SALARY OR HOURLY WAGE RANGES FOR EACH INDIVIDUAL CLASSIFICATION.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF BROKEN BOW, NEBRASKA THAT the following salaries of officers and employees, pay plan for all classifications within the city, and monthly salary or hourly wage ranges for each individual classification be established:

### 2020-2021 Pay Scale Table

IBEW Employees	Union Contract
Sanitation Employees	\$9 - \$15 per hour
Pool Manager	\$12 - \$20 per hour
Pool Assistant Manager	\$9 - \$15 per hour
Lifeguards	\$9 - \$11 per hour
Seasonal Employees	\$9 - \$15 per hour
Police Officers	\$19.95 - \$25.54 per hour
Police Sergeant	\$23.01 - \$29.32 per hour
Police Secretary	\$13.20 - \$18.85 per hour
Emergency Services Director	\$14.48 - \$18.99 per hour
City Attorney	\$175 per hour
City Administrator	\$5,667 – 8,500 per month
City Clerk	\$4,579 - \$5,532 per month
Deputy Clerk-Treasurer	\$3,346 - \$5,035 per month
Police Chief	\$5,030 - \$6,742 per month
Police Captain	\$4,770 - \$5,756 per month
Water/Sewer Superintendent	\$5,210 - \$6,858 per month
Overseer of Streets & Parks	\$4,132 – \$6,760 per month
Electric Superintendent	\$5,210 - \$6,304 per month
Library Director	\$ 3,413 - \$5,106 per month
Mayor per Ordinance 1178	\$6,000 per year
Council per Ordinance 1178	\$2,100 per year

This ordinance shall repeal all ordinances, resolutions, and parts or portions thereof, which conflict herewith. This ordinance shall be published as required by law and shall become effective December 22, 2020.

Passed and adopted this 22<sup>nd</sup> day of December 2020

\_\_\_\_\_  
Rod Sonnichsen, Mayor

ATTEST:

\_\_\_\_\_  
Kandi Peters, City Clerk

Return To Agenda



N E B R A S K A

Rooted. But Not Standing Still.

## REQUEST FOR FUTURE AGENDA ITEM

If you have a specific topic that you would like the City Council to discuss at a future meeting, please list your name, address, telephone number, and the specific topic. The item will be reviewed and possibly scheduled for a future meeting, or forwarded to City staff for appropriate action.

Name: CUSTER COUNTY CONSTRUCTION

Address: 2268 MEMORIAL DRIVE

Telephone #: 870-0010

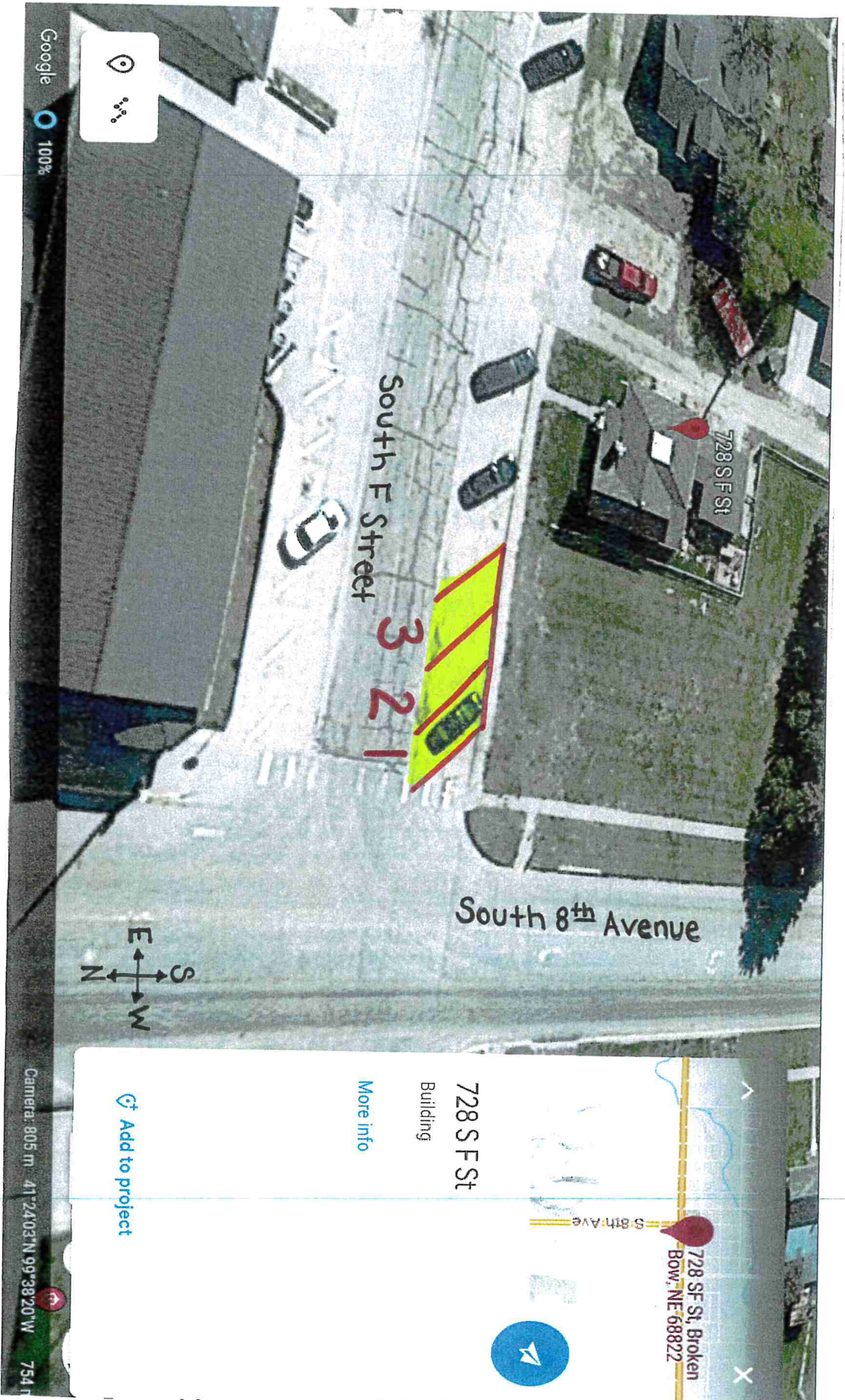
Date of Request: 11-23-20

Description of Topic: ABANDONMENT OF PARKING

SPACES ON SOUTH F STREET TO

ALLOW FOR DRIVEWAY

Please return to the City Clerk



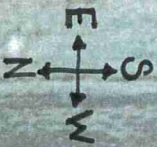
Google 100%



South F Street

3 2 1

South 8th Avenue



Camera: 805 m - 41°24'03"N 99°38'20"W 754 ft

Add to project

[More info](#)

Building

728 S F St

728 S F St, Broken  
Bow, NE 68822

S 8th Ave



**CITY OF BROKEN BOW  
ORDINANCE NO. 1238**

**AN ORDINANCE PROVIDING FOR THE PLACING OF A DESIGNATED “NO PARKING” SPACE, IN THE CITY OF BROKEN BOW, CUSTER COUNTY, NEBRASKA, PROVIDING FOR PUBLICATION AND EFFECTIVE DATE AND REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE.**

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

Section 1. That there is hereby designated (3) three “No Parking” spaces located on the south side of South F Street. The (1<sup>st</sup>) first (3) three parking stalls east of South 8<sup>th</sup> Avenue.

Section 2. This ordinance shall be in full force and take effect from and after its passage and publication.

Passed and approved this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Rod Sonnichsen, Mayor

ATTEST:

\_\_\_\_\_  
Kandi Peters, City Clerk

Return To Agenda

## **City Administrator Contract**

### **Introduction**

This Agreement, made and entered into this 22<sup>nd</sup> Day of December, 2020 by and between the City of Broken Bow of Nebraska, a municipal corporation, (hereinafter called "Employer") and Daniel Knoell, (hereinafter called "Employee") an individual who has the requisite education, training and experience in local government management.

### **Section 1: Term**

A. This agreement shall remain in full force in effect from December 22<sup>nd</sup>, 2020 or until terminated by the Employer or Employee as provided in Section 9, 10 or 11 of this agreement.

### **Section 2: Duties and Authority**

Employer agrees to employ Daniel Knoell as City Administrator to perform the functions and duties specified in the City of Broken Bow code and to perform other legally permissible and proper duties and functions as enumerated by the Mayor and or City Council and as listed in the job description of the City Administrator.

### **Section 3: Compensation**

- A. **Base Salary:** Employer agrees to pay Employee an annual salary of \$83,000 payable in installments at the same time that the other management employees of the employer are paid.
- B. This agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the Employer's compensation policies.
- C. The City shall conduct a performance review every October, and upon satisfactory performance review the salary shall increase by an annual amount of up to 6% of annual salary.
- D. The Employer may agree annually to increase the compensation of the Employee dependent upon the results of the performance evaluation.

### **Section 4: Health and Life Insurance Benefits**

Employee shall receive all health for himself and his family at no expense to employee. Life insurance shall be as provided to all City of Broken Bow employees as per the Broken Bow Handbook.

### **Section 5: Vacation, Sick, and Military, Leave and Holidays**

Employee shall accrue paid vacation at the rate of 10 hours per month. The Employee shall not be allowed to accrue more than three- and one-half times said yearly

allowance of paid vacation. All other leave will be granted as provided to All City of Broken Bow employees upon Employee's first day of employment. Paid holidays shall be the same as other employees pursuant to the Broken Bow Handbook.

#### **Section 6: Mileage**

Employer shall provide the Employee mileage compensation for work related miles outside of the corporate limits of Broken Bow. Said rate will be equal to the federal rate allowed.

#### **Section 7: Retirement**

1. The Employer agrees to enroll the Employee into the applicable state or local retirement system and to make all the appropriate contributions on the Employee's behalf as provided to the City of Broken Bow employees. The Employer's retirement plan requires one year of service before enrollment.
2. The Employer will match a contribution up to 6% of Employee's compensation towards the Employer retirement plan.

#### **Section 8: General Business Expenses**

1. Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in state and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.
2. Upon City Council approval, employer agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer to the state league of municipalities, and such other state, and local governmental groups and committees in which Employee serves as a member.
3. Employer recognizes that certain expenses of a non-personal but job-related nature are incurred by Employee and agrees to reimburse or to pay said general expenses. The finance director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements, or personal affidavits, not to exceed \$300 in any one month without Council approval.
4. The Employer shall provide Employee with a computer, software, and fax/modem, for the Employee to perform the job and to maintain communication. Employer shall pay the cost of the Employee's cell phone plan for a single line.

### **Section 9: Moving Expenses**

Employer shall pay Employee no more than \$2,500 for moving expenses.

### **Section 10: Termination**

**For the purpose of this agreement, termination shall occur when:**

1. The Employee is not reappointed by the Mayor or his duly appointed representative(s) at any time.
2. If the Employer, citizens or legislature acts to amend any provisions of the charter, code, or enabling legislation pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.
3. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee, such action shall constitute a breach of this agreement and will be regarded as a termination.
4. If the Employee resigns following an offer to accept resignation, whether formal or informal, by the Employer as representative of the majority of the governing body that the Employee resigns, then the Employee may declare a termination as of the date of the suggestion.
5. Breach of contract declared by either party with a 30-day cure period for either Employee or Employer. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 20.

### **Section 11: Severance**

Severance shall be paid to the Employee when employment is terminated as defined in Section 9.

A. Severance Payments: Termination for Any or No Reason and consideration given for Release of All Claims against City. In the event the Mayor, with or without the approval of council, during the term of this Agreement, terminates the Employee for any or no reason, the Employer agrees to pay the Employee three months of the Employees salary plus insurance in exchange for a Release of all Claims against the Employer, and its elected and appointed officials, managers, employees, and agents, for any and all claims of any nature whatsoever which may arise by reason of such termination, including, but not limited to an alleged breach of this contract (or any express or implied contract), or any federal law, state law, or local ordinance, or a constitutional process claim that Employee's termination by the Employ deprived Employee of a property interest and continued employment with the Employer and of a liberty interest in the Employee's good name and reputation. Such payments will be made in installments on the city's regularly scheduled pay dates.

B. Value of Claims against City Released by City Administrator and Participation in

Post-Agreement Proceedings. The City agrees to provide such a severance payment to the employee to avoid the expense of:

1. Conducting a pre- and post-termination grievance hearing which will cost the Employer \$10,000 or the equivalent of at least one month's salary for the Administrator.
2. Conducting a "**Loudermill**" hearing and "full blown" due process hearing which will cost the Employer \$10,000 or the equivalent of at least two months' salary for the City Administrator.
3. Defending a discrimination charge brought under the municipal code, state law, and/or federal law which will cost the Employer \$5,000 or the equivalent of at least one month's salary for the City Administrator.
4. Defending a breach of contract claim which will cost the Employer \$5,000 or the equivalent of at least one month's salary for the City Administrator.
5. The Employee, in accepting this severance package, agrees after termination of employment with the City of Broken Bow that he will voluntarily participate and cooperate with the Employer in the defense of the City of Broken Bow and its elected officials and employees and the prosecution of any action or proceeding about which the Employee has knowledge, including any litigation related to these actions. Such participation and cooperation includes, for example, agreeing to speak with the City of Broken Bow Attorney at mutually convenient times regarding the facts of the matter and agreeing to make himself available for a deposition and/or trial at a mutually agreed upon time.

The Employee shall also be compensated for all accrued vacation time. The Employer agrees to contribute to the Employee's deferred compensation account on the value of this compensation calculated using the rate ordinarily contributed on regular compensation for six months following termination.

If the Employee is terminated because of a conviction of a felony, then the Employer is not obligated to pay severance under this section.

## **Section 12: Resignation**

In the event that the Employee voluntarily resigns his/her position with the Employer, the Employee shall provide a minimum of 90 days' notice unless the parties agree otherwise. Employee shall not be compensated as per Section 10 if Employee resigns.

## **Section 13: Suspension**

Employer may suspend the Employee with full pay and benefits at any time during the term of this agreement by a majority vote of the governing body. If the governing body should vote to suspend employee, employer shall provide employee with a

comprehensive list of all claims and accusations giving rise to the suspension within five (5) days of said suspension.

#### **Section 14: Performance Evaluation**

After the initial six (6) month review, the Employer shall annually review the performance of the Employee subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the Employee within 30 days of the evaluation meeting.

#### **Section 15: Hours of Work**

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule. The Employee is expected to be present or available to Mayor and staff during all office hours.

#### **Section 16: Outside Activities**

The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept, with approval of the Mayor, limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with his or her responsibilities under this Agreement. Any remuneration for said services shall be the exclusive property of the City of Broken Bow.

#### **Section 17: Indemnification**

Beyond that required under Federal, State or Local Law, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Administrator or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. The Employee may request, and the Employer shall not unreasonably refuse to provide independent legal representation at Employer's expense and Employer may not unreasonably withhold approval. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify employee against any and all losses, damages, judgments, interest, settlements, fines; court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or

threatened, arising out of or in connection with the performance of his or her duties. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available.

Employee recognizes that Employer shall have the right to compromise and unless the Employee is a party to the suit which Employee shall have a veto authority over the settlement, settle any claim or suit; unless, said compromise or settlement is of a personal nature to Employee. Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness, or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending.

Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor, or consultant to Employer regarding pending litigation.

### **Section 18: Bonding**

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

### **Section 19: Other Terms and Conditions of Employment**

The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter or any other law.

### **Section 20: Notices**

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- (1) EMPLOYER: Rod Sonnichsen, Mayor, City of Broken Bow
- (2) EMPLOYEE: Dan Knoell

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

### **Section 21: General Provisions**

- A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.

- B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives, and successors in interest.
- C. Effective Date. This Agreement shall become effective on the 22<sup>nd</sup> day of December 2020.
- D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

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Daniel Knoell, City Administrator

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City of Broken Bow  
Rod Sonnichsen, Mayor

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Kandi Peters, City Clerk

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