

CITY OF BROKEN BOW CITY COUNCIL AGENDA February 13, 2024 @ 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. Individuals who have appropriate items for City Council consideration should complete the Request for Future Agenda Items.

A. Call to Order

- **B. Open Meetings Act:** 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. Consent Agenda:** Council will have consideration of approving the consent agenda items for February 13th, 2024, which will include the following:
 - a. Approval of Minutes of January 23rd, 2024, Council Meeting
 - b. Approval of Bills as Posted

F. Other Communications:

- a. No Parking- Callie Drive
- **b.** City Administrator Update

G. Police Office Promotion:

a. Official Pinning of Broken Bow's Police Sergeant

H. New Business:

- a. Consideration of partnering with The Olson Group- Council will have consideration of approving a partnership between the City of Broken Bow and The Olson Group as a health insurance broker.
- b. Resolution 2024-01, City of Broken Bow and Nebraska DOT Agreement No. XL2327- Council will have consideration of approving a Municipality Financial Agreement between the City of Broken Bow and Nebraska DOT to proceed with the Highway 2 Project through city limits.



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- c. **Public Hearing Ordinance 1275, Mandatory Trash Removal Fees**Consideration of opening a public hearing regarding Ordinance 1275, Mandatory Trash Removal Fees.
- d. Waive Three Readings of Ordinance 1275, Mandatory Trash Removal Fees- Consideration of waiving the three readings of Ordinance 1275.
- e. Ordinance 1275, Mandatory Trash Removal Fees- Consideration of approving Ordinance 1275, Mandatory Trash Removal Fees.
- f. Public Hearing Ordinance 1276, Mobile Food Vendors: Providing Rules and Regulations Governing Mobile Food Vendors-Consideration of opening a public hearing regarding Ordinance 1276, Providing Rules and Regulations Governing Mobile Food Vendors.
- g. Waive Two Readings of Ordinance 1276, Mobile Food Vendors: Providing Rules and Regulations Governing Mobile Food Vendors-Consideration of waving the two readings of Ordinance 1276.
- h. Ordinance 1276, Mobile Food Vendors; Providing Rules and Regulations Governing Mobile Food Vendors- Consideration of approving Ordinance 1276, Providing Rules and Regulations Governing Mobile Food Vendors

I. Discussion Item

- a. Levied Property Tax Exemption on City of Broken Bow Properties
- J. Adjournment



CITY OF BROKEN BOW CITY COUNCIL AGENDA

February 13, 2024 @ 6:00 PM
Municipal Auditorium
314 South 10th Avenue, Broken Bow NE

The Next City Council Meeting Will Be on Tuesday, February 27th, 2024 @ 6:00 pm in the Broken Bow Municipal Auditorium

Upcoming Events:

- February 27th Board of Public Works Meeting at 12:30 pm in the Broken Bow Municipal Auditorium
- February 27th City Council Meeting at 6:00 pm in the Broken Bow Municipal Auditorium
- City offices will be closed Monday February 19th in observance of Presidents 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 January 23, 2024

The Broken Bow City Council met in regular session on Tuesday, January 23, 2024, in the Broken Bow Municipal Auditorium. Notice of the meeting was given in advance as required by Nebraska statutes. 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 pm, with the following Councilmembers present: Luke Wassom, Chris Myers, and Paul Holland. Absent: Russ Smith. 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 Holland, seconded by Wassom, to excuse the absence of Councilmember Russ Smith. Roll Call vote: Voting aye: Holland, Wassom, and Myers. Nays: None. Motion carried.

Moved by Myers, seconded by Wassom to approve the consent agenda for January 23rd, 2024. Said motion includes approval of the Minutes of the January 9th, 2024, Council Meeting, and bills to date. Roll call vote: Voting aye: Myers, Wassom, and Holland. Nays: None. Motion carried.

Aflac \$477.41, \$113.82, Al's Lock & Safe Inc \$1,466.00, Beaver bearing Co Albion \$53.33, Black Hills Energy \$929.25, Blue 360 Media, LLC \$94.95, Broken Bow Airport Authority \$2,166.66, Broken Bow Rural Fire Board \$719.71, Card Services \$150.66, \$2,022.59, \$707.25, Carquest of Broken Bow \$1,097.28, Central Nebraska Bobcat \$111.51, Century Link \$17.21, \$568.81, \$132.13, City Flex Benefit Plan \$225.00, City of Broken Bow Health Insurance \$4,124.71, City of Broken Bow Pension Fund \$2,278.07, \$9,077.64, \$856.72, Colonial Insurance \$389.90, \$323.28, Culligan Water Conditioning \$49.00, Custer County Chief \$64.00, \$98.44, Custer County Treasurer \$17,822.97, EFTPS \$2,746.64, \$7,481.58, \$11,744.36, EZ IT Solutions \$7,374.95, Eakes Office Products \$7,420.01, \$26.02, Family Heritage \$25.50, Fyr-Tek \$1,479.90, Garret Tires & Treads Grand Island \$170.87, Good Housekeeping \$34.97, Grocery Kart \$58.35, Holmes Plumbing & Heating \$235.56, Hometown Leasing \$73.57, Ingram Library Services \$773.22, Insurance Aid Services \$2,139.19, JEO \$3,068.75, Kirkpatrick Cleaning Solutions \$32.64, Mead Lumber \$82.50, \$166.75, Mid-Plains Community College \$455.00, Navigate 360, LLC \$749.00, Nebraska Child Support Payment Center \$899.09, Nebraska Dept of Revenue Annual Lodging Tax \$778.04, Nebraska Law Enforcement Training Center \$290.00, Nebraska Safety and Fire Equipment, Inc \$150.00, Presto X Company \$65.90, RT Ace \$23.99, \$112.63, Rion \$912.84, Sara J. Hulinsky \$837.00, Scott Ripp Construction \$283.00, Sports Illustrated Kids \$35.00, State Income Tax \$3,924.07, TX Child Support SDU \$161.54, Trotter Service \$3,496.71, Trotter's Whoa & Go \$87.48, \$57.38, \$1,177.69, Vacanti Municipal Consulting Services \$6,500.00, Verizon Wireless \$248.91, Wenquist Inc. \$499.68, Bi-Weekly Payroll \$66,889.6,1 Total - \$179,908.19

In other communications, Library Director Megan Svoboda gave a presentation on the Library Annual Report for the 2022-2023 fiscal year. Megan stated this report is legally required for public libraries, and a requirement to maintain our library's gold accreditation. Megan highlighted important statistics that include the following: Users saved \$690,830, the library was open over 2,700 hours, and 6,609 people attended library events. Megan also mentioned that there were areas the library could improve. Those areas included additional staff, and a higher library collection budget. Megan concluded her prestation by thanking the Mayor and Council for their support.

Under new business, moved by Wassom, seconded by Myers to approve Council President Russ Smith as an authorized signer for all City Accounts held at Bruning Bank, and Nebraska State Bank. Roll Call vote: Voting aye: Wassom, Myers, and Holland. Nays: None. Motion carried.

Discussion was held on potentially approving the Eagle Crest Subdivision Bid. Ryan Kavan from JEO explained this bid included the watermain, sewer, and pavement drainage systems. Ryan stated that the city received two bids and the lowest was Myers Construction. Additionally, Ryan recommended the city accept the lowest responsible bid of Myers Construction. At the end of discussion, moved by Holland, seconded by Wassom to approve the Myers Construction bid for the Eagle Crest Subdivision. Roll Call vote: Voting aye: Holland, and Wassom. Abstain: Myers. Nays: None. Motion carried.

Discussion was held on potentially approving Amendment No. 4 Owner-Engineer Agreement. Ryan Kavan from JEO explained that this agreement reflects costs that JEO will incur for the Eagle Crest Subdivision. It includes construction administration, resident project representation, materials testing, potential construction staking, and the post construction phase. Mayor Sonnichsen stated that the project should come in under budget and help address the housing shortage in Broken Bow. City Administrator Dave Schmidt stated the tax increment will pay for this agreement. At the end of discussion, moved by Holland, seconded by Wassom to approve Amendment No. 4 Owner-Engineer Agreement between the City of Broken Bow and JEO. Roll Call vote: Voting aye: Holland, and Wassom. Abstain: Myers. Nays: None. Motion carried.

Discussion was held on potentially setting a date and time for a City Council Workshop with Al Vacanti. Mayor Sonnichsen stated this workshop would cover general education for the governing body of Broken Bow. Administrator Schmidt stated it is best to do the workshop together with all Councilmen. This requires the workshop to be a special meeting open to the public. At the end of discussion, moved by Myers, seconded by Holland to set the City Council Workshop to be Tuesday February 13th at 4:00 pm. Roll Call vote: Voting aye: Myers, Holland, and Wassom. Nays: None. Motion carried.

Moved by Wassom, seconded by Holland to open a public hearing at 6:26 PM regarding ordinance 1275, Mandatory Trash Removal Fees. Roll Call vote: Voting aye: Wassom, Holland, and Myers. Nays: None. Motion carried. Discussion was held. Administrator Schmidt stated the proposed ordinance would increase trash by four dollars. Two dollars would be allocated to S&L Sanitation, while the remaining two dollars would be allocated to Custer Transfer Station. Schmidt recommended having discussion but postpone a decision until the next meeting when Council President Smith would be present. At the end of discussion, moved by Holland, seconded by Wassom to exit public hearing at 6:27 PM. Roll Call vote: Voting aye: Holland, Wassom, and Myers. Nays: None. Motion carried.

After discussing Ordinance 1275, Mandatory Trash Removal Fees, moved by Holland, seconded by Wassom to postpone making a decision on Ordinance 1275 until the next meeting. Roll Call vote: Voting aye: Holland, Wassom, and Myers. Nays: None. Motion carried.

Moved by Myers, seconded by Holland to open a public hearing at 6:29 PM regarding ordinance 1276, Mobile Food Vendors: Providing Regulations Governing Mobile Food Vendors. Voting aye: Myers, Holland, and Wassom. Nays: None. Motion carried. Discussion was held. Public comments were heard from John Sennett, RJ Thomas, Mark Walker, Bill Butler, Jerry Adams, Mike Evans, Anne Thomas, Tammy Hendrickson, JB Ross, Mayor Rod Sonnichsen, Administrator Schmidt, Councilmembers Holland, Myers, and Wassom. Comments and concerns from the public included: One public speaker proposed an amendment to the current ordinance that would not allow mobile food vendors to set up within 300 feet of schools, churches, and the square except for farmers market and specials events. Others mentioned that the city invested considerable resources to update the square and the high-profile vehicles limited the view of people driving through town. Furthermore, people stated that the Broken Bow town

square is one of three in the state of Nebraska to be listed as a National Register of Historic Places. Others mentioned the electricity usage of mobile food vendors. They stated the \$125 yearly fee comes to 34 cents per day and does not cover their electric usage. Additionally, comments were made about leaving oil on the pavement and the high noise level from the generators. To be noted all public speakers were in favor of mobile food vendors in Broken Bow, but they did not think the square was the proper location. Overall, the comments from public speakers centered around the view of the square from the highway being obstructed, and the permit fee not covering electrical usage. After comments from the public, Mayor Sonnichsen presented a list of comments made to him prior to the meeting regarding mobile food vendors. The comments and concerns included: a mobile food vendor stated the south side of the square was their spot and had a parked car move, mobile food vendors are parked on the square overnight, noise complaints, mobile food vendors do not pay their share of taxes, free electricity, dumping large amounts of trash, unknown liquid dumping on the street, and multiple calls to the city employees to reset breakers. Additionally, Administrator Schmidt proposed a potential change to the fees paid by mobile food vendors. Schmidt presented the idea of having a one-day permit and create a new annual daily sale permit. Schmidt also stated he welcomed all suggestions before any decisions are made. Councilman Chris Myers spoke about the past discussions on this topic and understands there are many variables at play. Councilman Myers raised concerns about the future and how the city would handle the potential of more mobile food vendors on the square daily. Councilman Myers stated he did not want to rush to a decision on this matter. Furthermore, Councilman Luke Wassom proposed the idea of providing a place for mobile food vendors at Tomahawk Park. Councilman Paul Holland asked if the City of Broken Bow would be liable for activity on city property relating to mobile food vendors. City Attorney Jason White responded that it depends on the circumstances. At the end of discussion, moved by Holland, seconded by Wassom to exit public hearing at 7:27 PM. Roll Call vote: Voting aye: Holland, Wassom, and Myers. Nays: None. Motion carried.

Moved by Myers, seconded by Wassom to <u>not</u> waive the 3 readings of Ordinance 1276, Mobile Food Vendors: Providing Rules and Regulations Governing Mobile Food Vendors. Roll Call vote: Voting aye: Myers, Wassom, and Holland. Nays: None. Motion carried.

The first reading of Ordinance 1276 was performed by Deputy Clerk Jacob Holcomb.

In the Mayor and Council Comments, Mayor Sonnichsen thanked everyone for coming.

Moved by Wassom, seconded by Myers to adjourn the City Council meeting at 7:29 PM. Roll Call vote: Voting aye: Wassom, Myers, and Holland, Nays: None. Motion Carried.

Rodney W. Sonnichsen, Mayor

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		Amount Invoice		Coto	DO#	Data	Status
Pay#	Post Date Due Date	Mork Order		<u>Date</u>	<u>PO#</u>	<u>Date</u>	Status Cradit
		Work Order	Description			<u>Debit</u>	Credit
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35144	2/13/2024 2/13/2024					252.22	Posted
	08-3310.00	eqiupmer	t repair			853.09	0.00
	Aflac						
35070	1/31/2024 1/31/2024						Posted
	01-1501.00	PRE TAX	AFLAC			477.41	0.00
35071	1/31/2024 1/31/2024						Posted
0=004	01-1501.00	AFLAC P				113.82	0.00
35084	2/13/2024 2/13/2024			0004		100 50	Posted
	01-1501.00		midt Aflac January	2024		100.53	0.00
	BNSF Railway Com						
35089	2/13/2024 2/13/2024						Posted
	01-3222.00	land lease	9			401.17	0.00
	Barco Products						
35145	2/13/2024 2/13/2024	2,580.32 Inv# 2	48210				Posted
	08-3222.10	chains				2,580.32	0.00
	Baxter Welding						
35135	2/13/2024 2/13/2024	653.87 Inv# 1	5135				Posted
	08-3310.00	maintaine				653.87	0.00
	Bound Tree Medica	l .					
35153	2/13/2024 2/13/2024		5232126				Posted
00100	05-3338.00	medical s				940.34	0.00
		modical c	арриоо			0 10.0 1	0.00
35101	Bow Locksmith 2/13/2024 2/13/2024	10.00 lnv# 4	402				Posted
33101	11-3416.00	C&D Cell				10.00	0.00
			rxey			10.00	0.00
05454	Broken Bow Chamb						Б ()
35151	2/13/2024 2/13/2024		a imaamtii ia			4.045.00	Posted
	05-3334.00		e incentive			1,945.00	0.00
	Broken Bow Munici	-					
35086	2/13/2024 2/13/2024	1000 • 1000 1000 1000 1000	D !! AM !! O!			05.05	Posted
	01-3213.00		Radio/Weather St	ation 10	ower	25.95	0.00
	02-3220.00 04-3220.00		 Utilities/Trash tilities/Trash Remo 	ovol.		481.68 442.83	0.00
	04-3315.00		og Pound Utilities	Jvai		168.01	0.00
	07-3220.00		Jtilities/Trash Rem	oval		1,988.56	0.00
	08-3220.00		tilities/Trash	Ovai		2,783.30	0.00
	09-3220.00		tilities/Trash Remo	val		1,845.92	0.00
	09-3220.00		nop Utilities/Trash		al	1,379.70	0.00
	10-3220.00		ol - Utilities/Trash F			162.95	0.00
	11-3220.00	Tree Dum	p - Utilities			103.36	0.00
						9,382.26	0.00
	Broken Bow Rural I	Fire Board					
35152	2/13/2024 2/13/2024						Posted
w 2 2 3 7 F	06-3310.00	mes airpa	icks			692.60	0.00
	05-3220.00	blackhills				424.43	0.00
	06-3220.00	blackhills	utilities			424.43	0.00
	06-3221.00	great plai	ns			41.58	0.00
	05-3221.00	great plai	ns			41.59	0.00
						1,624.63	0.00
	Capital One						
35110	2/13/2024 2/13/2024	148.72 Police	e CC				Posted
	04-3223.00	supplys				84.53	0.00
	04-3413.00	radios			_	64.19	0.00
						148.72	0.00
	Carquest of Broken	Bow					
35133	2/13/2024 2/13/2024		3026				Posted
	08-3310.00	equip rep	air			230.70	0.00
35147	2/13/2024 2/13/2024		3411, 273457				Posted
	06-3310.00	Tire guag	e, mini bulb			33.21	0.00

		City of Broken Bow		1 ago 2 01 0
	<u>Vendor Name</u>			
Pay#	Post Date Due Date	Amount Invoice Date PO#	<u>Date</u>	Status Caralit
		Order <u>Description</u>	Debit	Credit
35146	Central Nebraska Bobca 2/13/2024 2/13/2024	169.82 NM1363, NM1330		Posted
33140	08-3310.00	main repair equip	61.30	0.00
	09-3310.00	main repair equip	108.52	0.00
			169.82	0.00
	Century Link			
35112	2/13/2024 2/13/2024	319.32		Posted
	04-3221.00	Police - Basic & Long Distance	319.32	0.00
	Cheris Cadwell			
35125	2/13/2024 2/13/2024	1,800.00 Feb 2024		Posted
05400	01-3202.00	Professional Services	1,800.00	0.00
35130	2/13/2024 2/13/2024 01-3202.00	239.86 Jan 2024-mileage	220.06	Posted
		mileage 358 miles at 67cents/mile	239.86	0.00
35072	City Flex Benefit Plan	225.00		Dested
35072	1/31/2024 1/31/2024 01-1501.00	SELECT FLEX-UNREIMBURSED M/D/V	225.00	Posted 0.00
	City of Broken Bow - Hea		<i>L. L.</i> 0.00	0.00
35082	1/31/2024 1/31/2024	4,124.71		Posted
33002	01-1501.00	HEALTH INSURANCE	4,124.71	0.00
	City of Broken Bow Pens		1,121.11	0.00
35073	1/31/2024 1/31/2024	2,278.07		Ck# 3075 Printed
00070	01-1513.00	RETIREMENT LOAN PAYMENT	2,278.07	0.00
35074	1/31/2024 1/31/2024	9,497.18		Ck# 3075 Printed
	01-1502.00	414H RETIREMENT	9,497.18	0.00
35075	1/31/2024 1/31/2024	845.82		Ck# 3075 Printed
	01-1502.00	457 RETIREMENT	845.82	0.00
	Colonial Insurance			
35068	1/31/2024 1/31/2024	389.90	222.22	Posted
35069	01-1501.00 1/31/2024 1/31/2024	COLONIAL LIFE PRE TAX 323.28	389.90	0.00
33009	01-1501.00	COLONIAL LIFE POST TAX	323.28	Posted 0.00
35099	2/13/2024 2/13/2024	808.08 Jan 2024	020.20	Posted
	01-1501.00	Jan 2024 Insurance D Schmidt	705.96	0.00
	01-1501.00	Jan 2024 company paid employee life insu	102.12	0.00
			808.08	0.00
	Consolidated Manageme	ent Co.		
35116	2/13/2024 2/13/2024	273.10 Inv# 2400386, 240		Posted
	04-3313.00	408 NLETC	273.10	0.00
	Custer County Chief			
35090	2/13/2024 2/13/2024	324.07 Acct# 558		Posted
	01-3209.00	publication	324.07	0.00
25004	Custer County Economic			D 1 1
35091	2/13/2024 2/13/2024 01-3206.00	3,000.00	2 000 00	Posted
		Class A Membership	3,000.00	0.00
25150	Custer County Treasurer 2/13/2024 2/13/2024			Deeted
35159	2/13/2024 2/13/2024 01-3222.00	305.52 Parcel ID 1086100 Property Taxes	305.52	Posted 0.00
35160	2/13/2024 2/13/2024	996.67 Parce ID 1227000	300.02	Posted
	01-3222.00	Property Taxes	996.67	0.00
	Custer Public Power			
35141	2/13/2024 2/13/2024	54.30		Posted
	11-3220.00	CD Cell Power	54.30	0.00
	DAS State Acctg-Central	Finance		
35142	2/13/2024 2/13/2024	675.00 Inv# 1406787		Posted
	08-3410.00	snow plow	675.00	0.00
	EFTPS Online Payment			
35078	1/31/2024 1/31/2024	2,690.10		Posted
	01-1500.00	MEDICARE	2,690.10	0.00

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,	# Vendor Name			
Pay#	Post Date Due Date	Amount Invoice Date PO#	<u>Date</u>	<u>Status</u>
		<u>COrder</u> <u>Description</u>	<u>Debit</u>	Credit
	EFTPS Online Payment			
35079	1/31/2024 1/31/2024	6,867.53		Posted
	01-1500.00	FEDERAL MARRIED	3,860.15	0.00
	01-1500.00 01-1500.00	FEDERAL SINGLE	1,949.83	0.00
	01-1500.00	Federal Head of Household 2020 Federal Single	404.25 289.57	0.00
	01-1500.00	2020 Federal Married	363.73	0.00 0.00
	01 1000.00	2020 i cuerai Manieu	6,867.53	0.00
35080	1/31/2024 1/31/2024	11,502.46	0,007.00	Posted
	01-1500.00	SOCIAL SECURITY	11,502.46	0.00
	EZ IT Solutions		,	
35092	2/13/2024 2/13/2024	2,765.00 Inv# 7317		Posted
00002	01-3438.00	IT Services	460.83	0.00
	04-3438.00	IT Services	460.83	0.00
	05-3438.00	IT Services	230.42	0.00
	06-3438.00	IT Services	230.43	0.00
	07-3438.00	IT Services	460.83	0.00
	08-3438.00	IT Services	460.83	0.00
	09-3438.00	IT Services	460.83	0.00
			2,765.00	0.00
35093	2/13/2024 2/13/2024	3,687.47 Inv# 7301		Posted
05004	07-3311.00	Door Project Phase II	3,687.47	0.00
35094	2/13/2024 2/13/2024	674.00 Inv# 17142-1	074.00	Posted
	02-3438.00	Server Upgrade/Microsoft pro license	674.00	0.00
05.400	Eakes Office Products			
35120	2/13/2024 2/13/2024	185.35 Inv# 520453		Posted
25155	04-3223.00	copies	185.35	0.00
35155	2/13/2024 2/13/2024 05-3216.00	321.50 Inv# 520147	160.75	Posted
	06-3216.00	printer lease printer lease	160.75 160.75	0.00 0.00
	00-02 10.00	printer lease	321.50	0.00
	Comily Havitage		021.00	0.00
35076	Family Heritage 1/31/2024 1/31/2024	25 50		Deeted
33076	1/31/2024 1/31/2024 01-1501.00	25.50 FAMILY HERITAGE	25.50	Posted
		TAMILT HERITAGE	25.50	0.00
25400	Farritor Auto Parts	110.00 111.1010		
35128	2/13/2024 2/13/2024 08-3310.00	110.00 Inv# 14248	440.00	Posted
		window repair f150	110.00	0.00
05400	Gateway Motors Inc	470.07 1 # 0007 4		
35108	2/13/2024 2/13/2024	179.37 Inv# 86254	04.07	Posted
	04-3225.00 04-3310.00	oil change batttery install	81.37	0.00
	04-3310.00	battlery install	98.00	0.00
	0		179.37	0.00
05000	Great Plains Communic			
35096	2/13/2024 2/13/2024	70.95 Acct# 102490	05.10	Posted
	08-3221.00 09-3221.00	Internet Internet	35.48	0.00
	09-3221.00	mternet -	35.47 70.95	0.00
	0		10.95	0.00
05400	Grocery Kart	45.00 4 4// 05004		
35129	2/13/2024 2/13/2024	45.39 Acct# 05831	15.00	Posted
	09-3310.00	cleaning supplies	45.39	0.00
	Hire Right Solutions			
35088	2/13/2024 2/13/2024	52.95 Inv# P1212399		Posted
	08-3222.00	Drug screening	52.95	0.00
	Hometown Leasing			
35111	2/13/2024 2/13/2024	122.48 pymt# 4		Posted
	04-3216.00	copier lease	122.48	0.00
	Insurance Aid Services			
35150	2/13/2024 2/13/2024	1,619.96 Inv 23-0930, 1031,		Posted
	05-3336.00	Insurance Aid Fees	1,619.96	0.00

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	<u> Vendor Name</u>	Account levels	D - 1 -	01-1
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	and the same of th		Debit	Credit
35107	Island Supply Welding (2/13/2024 2/13/2024 05-3338.00	65.10 Inv# 307412, 3090 oxygen	65.10	Posted 0.00
35097	JEO 2/13/2024 2/13/2024 12-4200.00 12-4200.00	3,621.25 Inv# 147595, 1473 ⁻ Phase II water mapping system floodplain assistance	1,895.00 1,726.25	Posted 0.00 0.00
			3,621.25	0.00
35124	Jacob Holcomb 2/13/2024 2/13/2024 01-3222.00	170.18 Mileage Reimbursement	170.18	Posted 0.00
	Kirkpatrick Cleaning So			
35085 35095	2/13/2024 2/13/2024 02-3223.01 2/13/2024 2/13/2024	500.00 13210 Auditorium/kitchen cleaning- special cleani 853.00 Inv# 13187	500.00	Posted 0.00 Posted
	02-3419.01	Feb Cleaning	853.00	0.00
35100	2/13/2024 2/13/2024	461.17 Inv# 13179,13202	0.4.4.7	Posted
	02-3223.01 02-3419.01	Cleaning supplies cleaning after event	91.17 185.00	0.00
	02-3419.01	cleaning after event	185.00	0.00
			461.17	0.00
	Lyne's			
35115	2/13/2024 2/13/2024	440.00 Inv# 4862		Posted
	04-3410.00	TV/stand for school cameras	440.00	0.00
0=101	Matheson Tri-Gas Inc	00 10 1 1/0000010700		
35134	2/13/2024 2/13/2024 08-3225.00	92.10 Inv# 0029042532	92.10	Posted 0.00
	Matt Friend	oxygen	32.10	0.00
35126	2/13/2024 2/13/2024 08-3222.10	1,996.34 Inv# 0093792, 009 snow removal	1,996.34	Posted 0.00
35132	Mead Lumber 2/13/2024 2/13/2024	31.04 Inv# 10131254	04.04	Posted
	08-3311.00	building material	31.04	0.00
35103	Melham Medical Center 2/13/2024 2/13/2024 08-3222.00	59.00 Inv# 24018896 drug screen	59.00	Posted 0.00
	Myers Construction Co	drug obroom	00.00	0.00
35140	2/13/2024 2/13/2024	2,477.50 Inv# 7991		Posted
	08-3222.10	snow removal	2,477.50	0.00
35137	NMC Exchange LLC 2/13/2024 2/13/2024	3,442.13 Inv#1306038, 130€	327.66	Posted
	08-3225.00 08-3310.00	gas and oil maint repair equip	36.09	0.00 0.00
	08-3222.10	snow removal	3,078.38	0.00
			3,442.13	0.00
	NSG Logistics, LLC			
35143	2/13/2024 2/13/2024	5,723.95 Inv# 71020	F 700 0F	Posted
	08-3222.10	ice melt	5,723.95	0.00
35077	Nebraska Child Support 1/31/2024 1/31/2024	899.09		Posted
33077	01-1503.00	CHILD SUPPORT-NE	899.09	0.00
35109	OBrien's Hardware 2/13/2024 2/13/2024	1.78 Inv# 196353		Posted
	06-3310.00	bolts nuts key	1.78	0.00
35131	2/13/2024 2/13/2024	8.78 Inv# 196270	0.70	Posted
	08-3311.00	dowells	8.78	0.00
35127	Power Solutions 2/13/2024 2/13/2024 08-3310.00	248.50 Inv# 12511 clutch repair	248.50	Posted 0.00

		City of Broken Bow		Page
Vend#	<u> Vendor Name</u>			
Pay#	Post Date Due Date	Amount Invoice Date PO#		<u>Status</u>
	Account# Work		<u>Debit</u>	Credit
	Powermanager (continue	·		
35105	2/13/2024 2/13/2024	582.50 PMGCT0000026 P	F00.00	Posted
	01-3216.10 01-3216.10	Bank Rec Software	500.00 82.50	0.00 0.00
	01-3216.10	Support and Maint	582.50	0.00
	Dreets V Commons		002.00	0.00
35104	Presto X Company 2/13/2024 2/13/2024	142.33 Inv# 56194152		Posted
35104	02-3311.00	Pest Service	142.33	0.00
		1 Cat Gervies	142.00	0.00
35117	Quill Corporation 2/13/2024 2/13/2024	41.58 Inv# 36873445		Posted
33117	04-3223.00	supplies	41.58	0.00
	RT Ace	σαρριίου	11.00	0.00
35118	2/13/2024 2/13/2024	14.95 Act 751		Posted
33110	04-3223.00	keys for texas bridge	14.95	0.00
35139	2/13/2024 2/13/2024	419.96 Acct# 1295		Posted
	08-3416.00	land and buildings	245.97	0.00
	09-3310.00	maint repair equip	173.99	0.00
			419.96	0.00
35158	2/13/2024 2/13/2024	335.76 Acct# 1297	25.00	Posted
	08-3223.00 08-3311.00	batteries PVC fittings, pipe,primer, conduit	35.98 299.78	0.00
	00-3311.00	F VC littings, pipe, primer, conduit	335.76	0.00
	Ranchland Ford		000.70	0.00
35122	2/13/2024 2/13/2024	58.07 Inv# 56578		Posted
33122	04-3225.00	Oil Change	58.07	0.00
	S&L Sanitary Service	on ondingo	00.07	0.00
35106	2/13/2024 2/13/2024	108.60 Acct# 2		Posted
00100	09-3219.00	trash around the square	108.60	0.00
	Sandhills Custom Creation	· · · · · · · · · · · · · · · · · · ·		
35157	2/13/2024 2/13/2024	60.00 Inv# 2847		Posted
00107	01-3212.00	Logos for shirts	60.00	0.00
	Sara J. Hulinsky			
35156	2/13/2024 2/13/2024	837.00 Inv# 2/01/24		Posted
	07-3419.01	cleaning service	837.00	0.00
	Schaper and White Law F	-		
35148	2/13/2024 2/13/2024	3,000.00 Inv# 2111		Posted
	01-3214.00	legal fees	3,000.00	0.00
	Scott Ripp Construction			
35121	2/13/2024 2/13/2024	301.70 Inv# 429313		Posted
	04-3311.00	garage door repair #2	301.70	0.00
	State Income Tax WH NE	Online Payment		
35081	1/31/2024 1/31/2024	3,476.49		Posted
	01-1500.00	STATE MARRIED	2,343.42	0.00
	01-1500.00	STATE SINGLE	1,133.07	0.00
			3,476.49	0.00
	Steve Scott			
35123	2/13/2024 2/13/2024	91.52	0.4.50	Posted
	04-3223.00	supplies/postage	91.52	0.00
	TX Child Support SDU			
35083	1/31/2024 1/31/2024	161.54	404.54	Posted
	01-1503.00	CHILD SUPPORT-TX	161.54	0.00
05005	Tracker Systems	40.00 1/07.40.45		D- ()
35087	2/13/2024 2/13/2024	16.99 Inv# 274345	40.00	Posted
	03-3438.00	Tracking Systems	16.99	0.00
05444	Trotter Service	000 50 DDDOL5		D4
35114	2/13/2024 2/13/2024 04-3225.00	809.59 BBPOLF fuel	809.59	Posted 0.00
	U4-322J.UU	iuei	60,600	0.00

Accounts Payable Detail Listing Page 6 of 6

City of Broken Bow

<u>Venda</u>	<u> Vendor Name</u>	·		
Pay#	Post Date Due Date	Amount Invoice Date P	O# Date	Status
	Account#	Work Order Description	Debit	Credit
	Trotter's Whoa & Go	o (continued)		
35113	2/13/2024 2/13/2024	369.11 Acct BBPOLF		Posted
	04-3225.00	Fuel	369.11	0.00
35138	2/13/2024 2/13/2024	609.37 inv# 937069, 9371		Posted
	08-3225.00	fuel	609.37	0.00
35154	2/13/2024 2/13/2024	160.40 BBAMB		Posted
	05-3225.00	Fuel	73.09	0.00
	06-3225.00	Fuel	87.31	0.00
			160.40	0.00
	Universal Insurance			
35149	2/13/2024 2/13/2024	8,989.00 Cust# 66468		Posted
	01-3207.00	Workers Comp Policy	7,853.00	0.00
	01-3207.00	Inland Marine	1,136.00	0.00
			8,989.00	0.00
	Vacanti Municipal C	onsulting Services		
35102	2/13/2024 2/13/2024	12,500.00		Posted
	01-3202.00	Profesional Services	12,500.00	0.00
	Verizon Wireless			
35064	2/13/2024 2/13/2024	75.79		Posted
	03-3221.00	Handi Bus Phone	35.78	0.00
	06-3221.00	Fire Jet pack	40.01	0.00
			75.79	0.00
35119	2/13/2024 2/13/2024	640.16		Posted
	04-3221.00	Police Internet for Ipads	640.16	0.00

131,958.10 92 Non-voided payables listed.

Report Setup

AP - Accounts Payable Listing : Vendor Name

Filter Options Starting: 1/24/2024 Ending: 2/13/2024

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

All Vendors Selected

B:-Weekly Payroll \$65,951.33

Check Approval List - GL Account

Officer Approval List - GE Account				
2/9/2024 9:55:57 AM		City of Broken Bow		Page 1 of 3
Vendor Name	Invoice	Invoice Description	Account Description	Amount
General				
Aflac		PRE TAX AFLAC	Health/Life/Acc Insuranc	477.41
Aflac		AFLAC POST TAX	Health/Life/Acc Insuranc	113.82
Aflac	Jan 2024	Dave Schmidt Aflac January 2024	Health/Life/Acc Insuranc	100.53
BNSF Railway Company		land lease	Miscellaneous Expense	401.17
Broken Bow Municipal Utilities			Weather Station Expens	25.95
Cheris Cadwell	Feb 2024	Professional Services and mileage	Education and Training	1,800.00
Cheris Cadwell	Jan 2024-	Mileage	Education and Training	239.86
City Flex Benefit Plan		SELECT FLEX-UNREIMBURSED M/D/V	Health/Life/Acc Insuranc	225.00
City of Broken Bow - Health Insurance		HEALTH INS	Health/Life/Acc Insuranc	4,124.71
City of Broken Bow Pension Fund		414H RETIREMENT	Pension	9,497.18
City of Broken Bow Pension Fund		457 RETIREMENT	Pension	845.82
City of Broken Bow Pension Fund		RETIREMENT LOAN PAYMENT	Loan Payment	2,278.07
Colonial Insurance		COLONIAL LIFE PRE TAX	Health/Life/Acc Insuranc	389.90
Colonial Insurance Colonial Insurance	lan 2024	COLONIAL LIFE POST TAX	Health/Life/Acc Insuranc Health/Life/Acc Insuranc	323.28 705.96
Colonial Insurance		Jan 2024 Insurance D Schmidt & company Jan 2024 Insurance D Schmidt & company	Health/Life/Acc Insuranc	102.12
Custer County Chief		publications	Printing & Publication	324.07
Custer County Economic Development	riccin ooc	Class A Membership	Association Dues	3,000.00
Custer County Treasurer	Parce ID '	Property Taxes Rv Park	Miscellaneous Expense	996.67
Custer County Treasurer	Parcel ID	Property Taxes	Miscellaneous Expense	305.52
EFTPS Online Payment		MEDICARE	Payroll Taxes	2,690.10
EFTPS Online Payment		FEDERAL	Payroll Taxes	3,860.15
EFTPS Online Payment		FEDERAL	Payroll Taxes	1,949.83
EFTPS Online Payment		FEDERAL	Payroll Taxes	404.25
EFTPS Online Payment		FEDERAL	Payroll Taxes	289.57
EFTPS Online Payment		FEDERAL	Payroll Taxes	363.73
EFTPS Online Payment		FICA	Payroll Taxes	11,502.46
EZ IT Solutions	Inv# 7317	IT Services	IT Expense	460.83
Family Heritage		FAMILY HERITAGE	Health/Life/Acc Insuranc	25.50
Jacob Holcomb		Mileage Reimbursement	Miscellaneous Expense	170.18
Nebraska Child Support Payment Center		CHILD SUPPORT-NE Bank Rec Software, Support and Maint	Child Support Software Fees	899.09 500.00
Powermanager Powermanager		Bank Rec Software, Support and Maint Bank Rec Software, Support and Maint	Software Fees	82.50
Sandhills Custom Creations		Logos for shirts	City Promotions	60.00
Schaper and White Law Firm		legal fees	Legal Fees	3,000.00
State Income Tax WH NE Online Payme		STATE	Payroll Taxes	2,343.42
State Income Tax WH NE Online Payme		STATE	Payroll Taxes	1,133.07
TX Child Support SDU		CHILD SUPPORT-TX	Child Support	161.54
Universal Insurance		Workers Comp Policy, Inland Marine	Bonds & WorkmansCorr	7,853.00
Universal Insurance	Cust# 664	Workers Comp Policy, Inland Marine	Bonds & WorkmansCorr	1,136.00
Vacanti Municipal Consulting Services		Profesional Services	Education and Training	12,500.00
			Total General	\$77,662.26
Municipal Building				
Broken Bow Municipal Utilities			Utilities	481.68
EZ IT Solutions		Server Upgrade/Microsoft pro license	IT Expense	674.00
Kirkpatrick Cleaning Solutions	13210	Auditorium/kitchen cleaning- special cleanir		500.00
Kirkpatrick Cleaning Solutions		trash liners and paper towels	Building Cleaning Suppli	91.17
Kirkpatrick Cleaning Solutions		trash liners and paper towels	Contracted Services	185.00
Kirkpatrick Cleaning Solutions		trash liners and paper towels	Contracted Services	185.00
Kirkpatrick Cleaning Solutions Presto X Company		Feb Cleaning monthly service	Contracted Services Maintenance & Repair B	853.00 142.33
1 165to A Company	1111/# 3019		Fotal Municipal Building	\$3,112.18
Handi Bus			i otal Murliolpai Dullullig	ψυ, 112.10
Tracker Systems	Inv# 2742	Tracking Systems	IT Expense	16.99
Verizon Wireless	111V# 2143	telephone	Telephone/Internet	35.78
TOTAL THIS ISSUED		totophono	Total Handi Bus	\$52.77
Police			i Stai i landi Dus	Ψ02.11

Police

Check Approval List - GL Account

Check Approval List - GL Account					
2/9/2024 9:55:57 AM		City of Broken Bow		Page 2 of 3	
Vendor Name	Invoice	Invoice Description	Account Description	Amount	
Police					
Broken Bow Municipal Utilities			Utilities	442.83	
Broken Bow Municipal Utilities			Dog Care	168.01	
Capital One	Police CC	supplis/radio	Supplies & Postage	84.53	
Capital One	Police CC	supplis/radio	Radios	64.19	
Century Link		internet/phone	Telephone/Internet	319.32	
Consolidated Management Co.		408 NLETC	Training	273.10	
EZ IT Solutions		TT Services	IT Expense	460.83	
Eakes Office Products	Inv# 5204		Supplies & Postage	185.35	
Gateway Motors Inc	Inv# 8625		Gas and Oil	81.37	
Gateway Motors Inc	Inv# 8625		Maint/Repair Equipment	98.00	
Hometown Leasing		copier lease	Copier Maint/Expense	122.48	
Lyne's		TV/stand for school cameras	Equipment Purchases	440.00	
Quill Corporation RT Ace	Act 751	Falcon Dust Cans	Supplies & Postage	41.58 14.95	
Ranchland Ford		keys for texas bridge Oil Change	Supplies & Postage Gas and Oil	58.07	
Scott Ripp Construction		garage door repair #2	Maintenance & Repair B	301.70	
Steve Scott	1111/11 4255	supplies/postage	Supplies & Postage	91.52	
Trotter Service	BBPOLE	fuel for patrol unites	Gas and Oil	809.59	
Trotter's Whoa & Go	Acct BBP		Gas and Oil	369.11	
Verizon Wireless		telephone	Telephone/Internet	640.16	
		·	Total Police	\$5,066.69	
Rescue Unit					
Bound Tree Medical	Inv# 8523	medical supplies	Ambulance Supplies	940.34	
Broken Bow Chamber of Commerce		ambulance incentive	Ambulance Driver Incen	1,945.00	
Broken Bow Rural Fire Board		utilities/internet/airpacks	Utilities	424.43	
Broken Bow Rural Fire Board		utilities/internet/airpacks	Telephone/Internet	41.59	
EZ IT Solutions		IT Services	IT Expense	230.42	
Eakes Office Products		printer lease	Copier Maint/Expense	160.75	
Insurance Aid Services		EMS Billing	Insurance Aid Fees	1,619.96	
Island Supply Welding Co.	Inv# 3074		Ambulance Supplies	65.10	
Trotter's Whoa & Go	BBAMB	fuel	Gas and Oil	73.09	
Fire			Total Rescue Unit	\$5,500.68	
Broken Bow Rural Fire Board		utilities/internet/simeseks	Litilities	40.4.40	
Broken Bow Rural Fire Board		utilities/internet/airpacks utilities/internet/airpacks	Utilities Telephone/Internet	424.43 41.58	
Broken Bow Rural Fire Board		utilities/internet/airpacks	Maint/Repair Equipment	692.60	
Carquest of Broken Bow	ID-273411	Tire guage, mini bulb	Maint/Repair Equipment	33.21	
EZ IT Solutions		TT Services	IT Expense	230.43	
Eakes Office Products		printer lease	Copier Maint/Expense	160.75	
OBrien's Hardware		bolts nuts key	Maint/Repair Equipment	1.78	
Trotter's Whoa & Go	BBAMB	fuel	Gas and Oil	87.31	
Verizon Wireless		telephone	Telephone/Internet	40.01	
			Total Fire	\$1,712.10	
Library					
Broken Bow Municipal Utilities			Utilities	1,988.56	
EZ IT Solutions		Door Project Phase II	Maintenance & Repair B	3,687.47	
EZ IT Solutions		IT Services	IT Expense	460.83	
Sara J. Hulinsky	Inv# 2/01/	cleaning service	Contracted Services	837.00	
Street			Total Library	\$6,973.86	
Street					

Street

Check Approval List - GL Account

Check Approval List - GL Account					
2/9/2024 9:55:57 AM		City of Broken Bow		Page 3 of 3	
Vendor Name	Invoice	Invoice Description	Account Description	A mount	
Street					
AKRS EQUIPMENT	3717207.	eqiupment repair	Maint/Repair Equipment	853.09	
Barco Products	Inv# 2482		Snow Removal	2,580.32	
Baxter Welding		maintainer	Maint/Repair Equipment	653.87	
Broken Bow Municipal Utilities			Utilities	2,783.30	
Carquest of Broken Bow	Inv# 3026	equip repair	Maint/Repair Equipment	230.70	
Central Nebraska Bobcat	NM1363,		Maint/Repair Equipment	61.30	
DAS State Acctg-Central Finance		equipment purchse	Equipment Purchases	675.00	
EZ IT Solutions	Inv# 7317	IT Services	IT Expense	460.83	
Farritor Auto Parts	Inv# 1424	Maint repair equip	Maint/Repair Equipment	110.00	
Great Plains Communications	Acct# 102		Telephone/Internet	35.48	
Hire Right Solutions	Inv# P121	Drug screening	Miscellaneous Expense	52.95	
Matheson Tri-Gas Inc	Inv# 0029	oxygen	Gas and Oil	92.10	
Matt Friend	Inv# 0093	snow removal	Snow Removal	1,996.34	
Mead Lumber	Inv# 1013	building material	Maintenance & Repair B	31.04	
Melham Medical Center	Inv# 2401	drug screen	Miscellaneous Expense	59.00	
Myers Construction Co	Inv# 7991	snow removal	Snow Removal	2,477.50	
NMC Exchange LLC		oil change cutting edges	Snow Removal	3,078.38	
NMC Exchange LLC	Inv#1306(oil change cutting edges	Gas and Oil	327.66	
NMC Exchange LLC		oil change cutting edges	Maint/Repair Equipment	36.09	
NSG Logistics, LLC	Inv# 7102		Snow Removal	5,723.95	
OBrien's Hardware	Inv# 1962		Maintenance & Repair B	8.78	
Power Solutions		maint repiar equipment	Maint/Repair Equipment	248.50	
RT Ace		equipment repairs, trash can repairs	Land & Buildings	245.97	
RT Ace	Acct# 129		Supplies & Postage	35.98	
RT Ace	Acct# 129		Maintenance & Repair B	299.78	
Trotter's Whoa & Go	inv# 9370	fuel	Gas and Oil	609.37	
Dark			Total Street	\$23,767.28	
Park			Liege	4.045.00	
Broken Bow Municipal Utilities			Utilities	1,845.92	
Broken Bow Municipal Utilities	NIMAGO	al data an	Utilities	1,379.70	
Central Nebraska Bobcat EZ IT Solutions	NM1363,		Maint/Repair Equipment	108.52	
Great Plains Communications	Acct# 102	IT Services	IT Expense	460.83	
Grocery Kart	Acct# 102 Acct# 058		Telephone/Internet	35.47	
RT Ace		equipment repairs, trash can repairs	Maint/Repair Equipment Maint/Repair Equipment	45.39 173.99	
S&L Sanitary Service	Acct# 123	trash removal	Trash Removal	108.60	
ode dantary dervice	ACCUT Z	tiasiriemovai	Total Park	\$4,158.42	
Swimming Pool			Total Faik	ψ+,100.42	
Broken Bow Municipal Utilities			Utilities	162.95	
Broken Bow Mamorpal Cantico			Total Swimming Pool	\$162.95	
Sanitation			rotal ownning roof	Ψ102.00	
Bow Locksmith	Inv# 4403	C&D Cell Replacement Key	Land & Buildings	10.00	
Broken Bow Municipal Utilities	1111/# 4403	Odb Gell Replacement Rey	Utilities	103.36	
Custer Public Power		CD Cell Power	Utilities	54.30	
Castol I abile I offer		OD CONTOWOR	Total Sanitation	\$167.66	
ST Infra/Capital			i otai Gariitation	Ψ107.00	
JEO	Inv# 1475	Phase II Water Mapping System, Floodplair	Sales Tay Infra Projects	1,895.00	
JEO		Phase II Water Mapping System, Floodplair		1,726.25	
	111111 1710	That is water mapping bystem, i loouplan	Total ST Infra/Capital	\$3,621.25	
			rotaro i ililia/Capital	ΨΟ,ΟΖ 1.ΖΟ	

Report Selection: Check Approval List - GL Account

Date Range Selection: GL Posting Date

Starting Date: 1/24/2024 Ending Date: 2/13/2024

Banks: All

Bank Acct#:

Include Printed Checks:

B:-Weekly Parroll \$\\ 5,951.33

\$131,958.10





February 8, 2024 11:49 AM

DISCLAIMER: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

1:1,190 0.02 0.01 **Parcels** 0.015 0.03

0.04 mi

0.06 km

City of Broken Bow

Employee Benefits



Welcome Message

theolson group

Our mission is to inform, educate, and empower team members to make the best benefits decisions for themselves and their families.



CITY OF BROKEN BOW DEDICATED SERVICE TEAM



Travis Martin
Employee Benefits
Consultant

22 Years Experience 6 Years With TOG



Julie Kohanek
Senior Account
Executive

37 Years Experience 4 Years With TOG



Suzi McNeil
Senior Account
Manger

21 Years Experience 21 Years With TOG



Roxy Kolev Senior HR Consultant

18 Years Experience 9 Years With TOG



BENEFITSEDGE™ STRATEGIC PLANNING PREPARED FOR THE CITY OF BROKEN BOW.

Our proprietary BenefitsEdge™ Scorecard is the foundation of your organizations customized Strategic Benefits Plan

BenefitsEdge™ allows us to dig deep and find out exactly where your organization is struggling and where engagement opportunities exist in your current benefits program.

Utilizing four key metrics we can pinpoint what areas you may need assistance in and provide the solutions to help. Your will gain efficiencies and offer benefits your employees value.

BENEFITSEDGETM



3-5 Year Strategic Benefit Plan - The Process



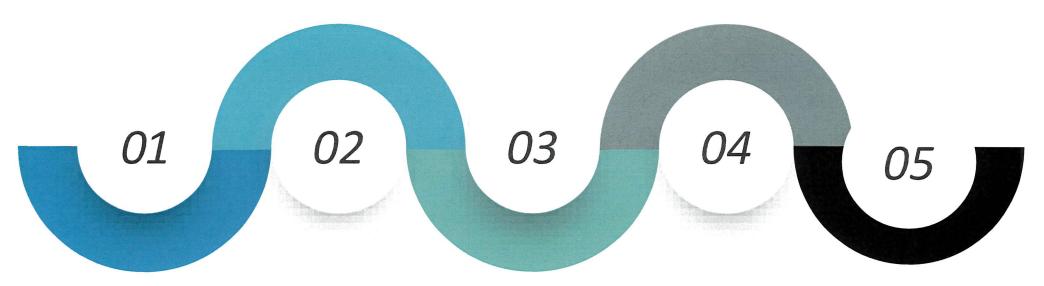
Step 2 – Deep Dive Analysis

- Evaluation of Current Program
- Market Evaluations
- Action Steps & Task List



Step 4 – Plan Performance

- Quarterly Claims and Reviews with Exec Team
- Wellness and Disease Management Stewardship
- Conduct Health Analytics and Plan Modeling Evaluations





Step 1 - Objectives

- Conduct Benefits Planning Session
- Develop Risk Mitigation Strategies
- Prioritize Key Areas
- Review BenefitsEdge Enterprise Risk Score



Step 3 – Compliance Assessment

- Becoming DOL Audit Ready
- Complete Assessment
- Review Plan Notices



Final Step – Member Satisfaction

- Member Surveys
- Establish Employee Communications
- Off-cycle Education
- Stewardship of the Benefits Program

BenefitsEdge™ Scorecard



Each group is unique. Utilizing your score, we can plan out the next 3-5 years and create actionable items.



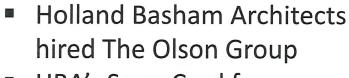




Communication	6
Compliance	8
Services/Costs	3
Benefits Strategy	4
Overall Score	5

Communication 6	Compliance 8	Ser	3	1	Benefits Strategy 4
Communicat Employee Unders Employee Educati Employee Initiative	tanding	8 9 4	Poor	Fair 4	Excellent S 9
Compliance ACA ERISA, HIPAA, FML Plan Documents, S		7 8 8		7	CO - FO)
Services/Cost Renewal Process/ Fee Transparency Technology Performance Mea	Timing	3 4 5 3	3	4 5	127
Benefits Stra Documented Strat 3-5 Year Outlook Monitoring Proces Risk Mitigation Wellness	tegy/Objectives and	d Goals 5 2 3 5 4	2 3	5 5 4	





- HBA's ScoreCard for BenefitsEdge[™] at that time was a score of 3
- The BenefitsEdge™ was Developed and Implemented
- Multiple Opportunities were Identified and Implemented
- After 7 Months with The Olson Group the ScoreCard™ improved and moved to a 7 Karla Snead Human Resources Holland Basham Architecture







Our Services

• Fully Insured and Self-Funded Health Insurance Programs

Dental and Vision Insurance - Fully Insured or Self-Funded

- Enhanced Benefit Programs
- Group and Voluntary Term Life Insurance
- Financial Wellness
- Disability Insurance
- Wellness Initiatives
- Retirement Plans
- HR Consulting



Our purpose is to create long-standing partnerships and bring confidence and simplicity to your benefits program.



An Extension of Your HR

The Olson Group Client Connection (TOGCC)

Set up new employees in minutes



Paperless



Efficient



Accessible

For Human Resources

- Easy to use
- Gain instant access to your data
- Streamlines employee management
- Improves communication

For Employees

- Easy access to HR information
- Intuitive benefit enrollment
- Mobile friendly web access
- Employee self-service



Simplified **HR Consulting**

Focus on what matters most. Let us take care of the rest.

The Olson Group offers full HR Services. We aim to enhance your organization, not change it.

Compliance Assistance

- DOL Audit Assessment
- Penalty Compliance
- Job Categorization
- PHI and HIPAA Privacy Compliance
- Legal Regulations (Local, State, & Federal)

HR Consulting

- · Job Descriptions
- Recruiting and Retention Tactics
- Salary Analysis
- · Handbooks and Safety Manuals
- · Performance and Termination Guidance
- Grievances and Harassment Claims



HR EXTENSION AND COMPLIANCE

"By Using The Olson Group They Have Helped Alleviate The Need For Additional Staffing To Handle All Our Needs In This Area. They Have Been Very Professional And Have Staff That Can Help Us Work Through Any Questions We May Have. A Big Thank You Goes Out To The Olson Group."

-Tracy Zangger Popcorn

Ask an expert – in-house certified HR experts and ERISA attorneys

Online comprehensive HR resource center

Compliance assessment with recommendations

Monthly Newsletter

Legally compliant Employee Benefit Handbook with federal and state required notices Semi-Monthly HR Roundtable allows input of other HR leaders

Customized benefit notice booklet ERISA required plan documents (SPD wrap, summary of modification and section 125 plan document) Unlimited access to an extensive LMS that contains courses on HR issues, HIPAA, harassment, Discrimination etc.



COMPLIANCE RESOURCES











City of Broken Bow

Sample Reporting Package

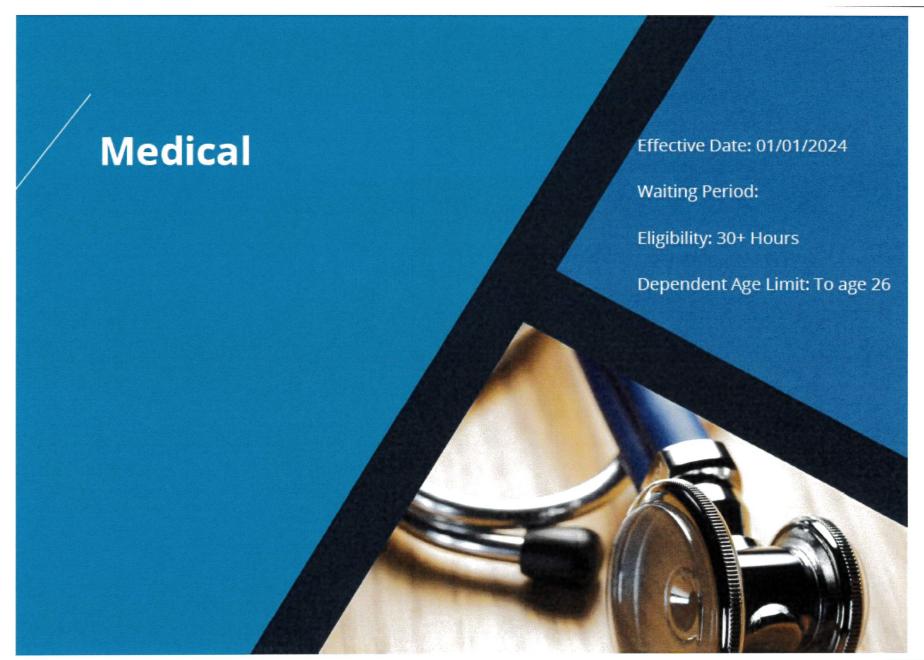
Presented by: The Olson Group

Presentation Date: 1/09/2024

Proprietary and Confidential The Olson Group 2023

A Division of Patriot Growth Insurance Services, LLC







Carrier Plan Name Deductible Type

Plan Design

Deductible - Individual
Deductible - Family
Coinsurance (member pays)
Out-of-Pocket Maximum - Individual
Out-of-Pocket Maximum - Family

Copays

Preventive
Office Visit - Primary Care
Office Visit - Specialist
Emergency Room
Urgent Care
X-rays
Labs

Rx Coverage

Tier 1
Tier 2
Tier 3
Tier 4
Tier 5
Tier 6
Rx Notes

Misc. Notes

Lucent	
PPO	
Embedded	
Current - PPO	
In-Network	Out-of-Network
\$250	\$350
\$500	\$700
20%	40%
\$1,250	\$1,350
\$2,500	\$2,700
\$0	Deductible/Coinsurance
\$15	Deductible/Coinsurance
\$15	Deductible/Coinsurance
Deductible/Coinsurance	Follows In-Network
Deductible/Coinsurance	Deductible/Coinsurance
Deductible/Coinsurance	Deductible/Coinsurance
Deductible/Coinsurance	Deductible/Coinsurance
In-Network	Out-of-Network
\$10	Not Covered
\$15	Not Covered
	Not Covered
	Not Covered
	Not Covered

Disclaimer: This information is intended as a summary only; benefits may contain limitations and exclusions. Actual rates and benefits are based on actual enrollment, insurer-specific underwriting guidelines, utilization and must be approved by the insurer. Rates and benefits cannot be guaranteed in advance and are subject to change by the insurer without notice.

2024 Funding Analysis



Administration

Medical Administration Fee	\$ 34.33	PENM	
Consulting Fee	\$ 35.00	PEPM	
Aggregate Premium	\$ 33.35	PEPM	

Reinsurance Contract 24/12 Specific Deductible \$ 25,000 Aggregating Specific N/A **Domestic Reduction** NA N/A Lasers

PEPM 1,140.65 PEPY \$ 13,687.79

Transplant Premium

Employee	\$ -
E+S	\$ -
E+C	\$ -
Family	\$ -

Specific	Specific Premium							
Employee	\$	289.00						
E+S	\$	657.18						
E+C	\$	657.18						
Family	\$	657.18						

Funding Pates

	runai	ng Kates	
		PPO	HDHP
Employee	\$	995.57	\$ 1,105.74
E+S	\$	2,085.84	\$ 2,186.53
E+C	\$	1,799.58	\$ 1,933.68
Family	\$	3,040.14	\$ 3,029.28

Aggregate Attachment

Employee	\$ 429.78
E+S	\$ 1,340.57
E+C	\$ 1,340.57
Family	\$ 1,340.57

THE BELOW IS ILLUSTRATIVE AND NOT BASED ON CITY OF BROKEN BOW ACTUAL CLAIMS EXPERIENCE and ENROLLMENT DATA

Enrollment

		Plan 1	- PPO			Plan 2-HDHP					
Month	Employee	E+S	E+C	Family	Employee	E+S	E+C	Family	Total		
January	58	12	6	10	16	4	0	8	114		
February	58	11	6	10	17	4	0	8	114		
March	61	11	6	10	16	4	0	8	116		
April	62	10	6	10	15	4	0	8	115		
May	61	10	7	9	15	3	0	8	113		
June	60	11	7	9	15	3	0	8	113		
July	58	10	7	8	15	3	0	8	109		
August	61	10	6	8	15	3	0	8	111		
September	61	11	6	9	15	3	0	8	113		
October	59	11	6	10	14	3	0	8	111		
November									0		
December			THE RESERVE OF THE PARTY OF THE						0		
Total	599	107	63	93	153	34	0	80	1129		
Average	60	11	6	9	15	3	0	8	113		

189
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1866
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Members

2024 Funding Analysis

Month	Adm	inistration	Consulting Fee	Others Fees	Specific Premium	Ag	gregate Premium	1	Total Fixed Costs
January	\$	3,914	\$ 3,990	\$	\$ 47,673	\$	3,802	\$	59,379
February	\$	3,914	\$ 3,990	\$ 	\$ 47,305	\$	3,802	\$	59,011
March	\$	3,982	\$ 4,060	\$ -	\$ 47,883	\$	3,869	\$	59,794
April	\$	3,948	\$ 4,025	\$ CHANCE SCHOOLSCHOO	\$ 47,226	\$	3,835	\$	59,034
May	\$	3,879	\$ 3,955	\$ -	\$ 46,280	\$	3,769	\$	57,883
June	\$	3,879	\$ 3,955	\$	\$ 46,648	\$	3,769	\$	58,251
July	\$	3,742	\$ 3,815	\$ -	\$ 44,755	\$	3,635	5	55,948
August	\$	3,811	\$ 3,885	\$ And a control of the second se	\$ 44,965	\$	3,702	\$	56,363
September	\$	3,879	\$ 3,955	\$ -	\$ 46,280	\$	3,769	\$	57,883
October	\$	3,811	\$ 3,885	\$	\$ 46,070	\$	3,702	\$	57,467
November	\$	-	\$ <u>-</u>	\$	\$	\$	<u> </u>	\$	<u>-</u>
December	\$	-	\$ - AND SAME AND EDUCATION OF THE CONTRACT OF TH	\$ First Control of the	\$ -	\$	-	\$	-
Subtotal	\$	38,759	\$ 39,515	\$	\$ 465,085	\$	37,652	\$	581,011
Run-Out*	\$	-	\$ -	\$ -	\$ -	\$	-	\$	-
TOTALS	\$	38,759	\$ 39,515	\$ -	\$ 465,085	\$	37,652	\$	581,011

Month	Medical Claims		Medical Claims RX Claims Total Claims Paid Over Specific		Over Specific	otal Claims Paid I/RX-Spec Reim.)	Total	Cost (Fixed + Net Claims)		
January	\$	15,200	\$		\$ 15,200	\$		\$ 15,200	\$	74,578
February	\$	61,415	\$	26,625	\$ 88,040	\$	5,828	\$ 82,212	\$	141,223
March	\$	49,478	\$	18,558	\$ 68,036	\$	11,193	\$ 56,844	\$	116,638
April	\$	35,782	\$	43,5 1 7	\$ 79,299	\$	-	\$ 79,299	\$	138,333
May	\$	48,428	\$	31,158	\$ 79,586	\$	-	\$ 79,586	\$	137,468
June	\$	97,794	\$	18,919	\$ 116,713	\$	40,865	\$ 75,848	\$	134,099
July	\$	79,144	\$	42,517	\$ 121,661	\$	51,600	\$ 70,062	\$	126,009
August	\$	75,324	\$	27,383	\$ 102,707	\$	41,641	\$ 61,067	\$	117,430
September	\$	125,859	\$	5,434	\$ 131,293	\$	4,432	\$ 126,861	\$	184,744
October	\$	119,158	\$	25,775	\$ 144,933	\$	85,129	\$ 59,804	\$	117,271
November					\$ -			\$ -	\$	-
December	AACIA MENERONA MENERONA MANAGAMA MANAGAM MANAGAMA MANAGAMA MANAGAM				\$ Control (copie) until 18 terric 19 territ 19 territ control 19 color for the control 20 control territorio control 19 color for the control 20 control territorio control 19 color for the control 20 co	aneous spokes not	in the state of th	\$ -	\$	**************************************
Subtotal	\$	707,582	\$	239,887	\$ 947,469	\$	240,687	\$ 706,782	\$	1,287,793
Run-Out*					\$ -			\$ -	\$	-
TOTALS	\$	707,582	\$	239,887	\$ 947,469	\$	240,687	\$ 706,782	\$	1,287,793



2024 Funding Analysis

Month	Total Funding	Fundi	ng Difference	Aggrega	te Attachment Point		
January	\$ 174,644	\$	100,066	\$	85,427		
February	\$ 173,664	\$	32,441	\$	84,516		
March	\$ 175,545	\$	58,908	\$	85,375		
April	\$ 173,349	\$	35,016	\$	84,035		
May	\$ 168,926	\$	31,458	\$	82,264	Ineligible from	D
June	\$ 170,017	\$	35,918	\$	83,175	Aggregate Coverage	Percent of Aggregate
July	\$ 162,900	\$	36,890	\$	79,634		
August	\$ 164,087	\$	46,657	\$	79,583		
September	\$ 169.213	\$	(15,531)	\$	82.264		
October	\$ 169,156	\$	51,995	\$	92,316		
November	\$	\$	-	\$			
December	\$ -	\$	-	\$	-		
Subtotal	\$ 1,701,501	\$	413,708	\$	828,589	\$ 1,705	85.1%
Run-Out*	\$ -	\$	_	\$	_	\$	-
TOTALS	\$ 1,701,501	\$	413,708	\$	828,589	\$ 1,705	85.1%

Miscellaneous Notes:

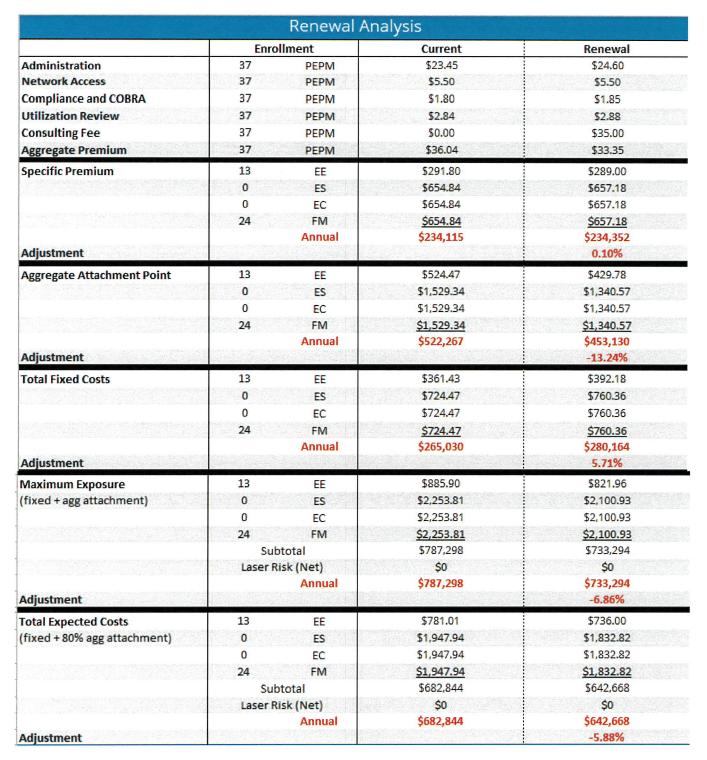
· RX Rebates paid:

Q12023 \$ 28,481.16

Q22023

Q32023

Q42023







			Funding	Analysis		
Estimated Funding	PPO	13	EE	\$664.05	\$664.05	
(Current Enrollment)		0	ES	\$1,613.11	\$1,613.11	
		0	EC	\$1,613.11	\$1,613.11	
		24	FM	\$1,613.11	\$1,613.11	
	Total	37		\$47,347.29	\$47,347.29	
			Annual	\$568,167	\$568,167.48	
				Current	Renewal	
Miscellaneous		Fu	nding	Self Funded	Self Funded	
		Rein	surance	IAT	IAT	
		1	ГРА	Lucent	Lucent	
		P	ВМ	Magellan	Magellan	
		Transpla	nt Coverage	N/A	N/A	
		Co	ntract	24/12	24/12	
	Control of the state of the sta	Sp	ecific	\$25,000	\$25,000	
		Laser R	isk (Gross)		-	
	CONDUCTOR AND	Ne	twork	Midlands Choice Premier	Midlands Choice Premier	
		Misce	llaneous			



2023 Dental Funding Analysis

Administration/Commission **Funding Rates** \$2.65 PEPM \$38.46 Employee E+S \$131.76 E + C\$131.76 \$131.76 Family

Enrollment					
Month	Employee	E+S	E+C	Family	Total
January	17	0	0	18	35
February	17	0	0	18	35
March	17	0	0	18	35
April	17	0	0	18	35
May	17	0	0	18	35
June	17	0	0	18	35
July	17	0	0	18	35
August	17	0	0	18	35
September	17	0	0	18	35
October	17	0	0	18	35
November	17	0	0	18	35
December	17	0	0	18	35
Total	204	0	0	216	1097
Average	17	0	0	18	91

THE BELOW IS ILLUSTRATIVE AND NOT BASED ON CITY OF BROKEN **BOW ACTUAL CLAIMS EXPERIENCE**

Month	Dental Admin	Dental Claims	Total Dental Cost	Funding	Difference
January	\$548	\$-	\$548	\$6,830	\$6,282
February	\$548	\$2,092	\$2,640	\$6,830	\$4,190
March	\$525	\$5,885	\$6,411	\$6,690	\$279
April	\$525	\$7,634	\$8,159	\$6,583	(\$1,577)
May	\$525	\$6,855	\$7,380	\$6,583	(\$798)
June	\$525	\$2,282	\$2,807	\$6,583	\$3,776
July	\$525	\$6,642	\$7,167	\$6,583	(\$585)
August	\$531	\$8,487	\$9,018	\$6,618	(\$2,401)
September	\$531	\$6,676	\$7,207	\$6,618	(\$590)
October	\$446	\$2,144	\$2,591	\$5,603	\$3,012
November	\$446	\$4,350	\$4,796	\$5,603	\$806
December	\$520	\$3,557	\$4,077	\$6,263	\$2,186
Subtotal	\$6,198	\$56,604	\$62,802	\$77,383	\$14,581

Disclaimer: The actual year to date aggregate accumulation may differ due to retroactive changes in enrollment, excluded plan services or fees and final run out audited claims.

2022 Vision Funding Analysis

Administration/Commission

\$1.30 PEPM

 Funding Rates

 Employee
 \$15.52

 E+S
 \$65.14

 E+C
 \$65.14

 Family
 \$65.14

Enrollment						
Month	Employee	E+S	E+C	Family	Total	
January	17	0	0	18	35	
February	17	0	0	18	35	
March	17	0	0	18	35	
April	17	0	0	18	35	
May	17	0	0	18	35	
June	17	0	0	18	35	
July	17	0	0	18	35	
August	17	0	0	18	35	
September	17	0	0	18	35	
October	17	0	0	18	35	
November	17	0	0	18	35	
December	17	0	0	18	35	
Total	204	0	0	216	420	
Average	17	0	0	18	35	



THE BELOW IS ILLUSTRATIVE AND NOT BASED ON CITY OF BROKEN BOW ACTUAL CLAIMS EXPERIENCE

Month	Vision Admin	Vision Claims	Total Vision Cost	Funding	Difference
January	\$145	\$-	\$145	\$1,500	\$1,355
February	\$145	\$-	\$145	\$1,500	\$1,355
March	\$142	\$-	\$142	\$1,480	\$1,338
April	\$142	\$1,200	\$1,342	\$1,480	\$138
May	\$142	\$1,085	\$1,227	\$1,480	\$253
June	\$142	\$208	\$350	\$1,480	\$1,130
July	\$142	\$390	\$532	\$1,480	\$948
August	\$145	\$1,592	\$1,737	\$1,520	(\$217)
September	\$145	\$600	\$745	\$1,520	\$775
October	\$126	\$855	\$981	\$1,320	\$339
November	\$126	\$1,354	\$1,480	\$1,320	(\$160)
December	\$131	\$337	\$468	\$1,390	\$922
Subtotal	\$1,673	\$7,621	\$9,294	\$17,470	\$8,176

Disclaimer: The actual year to date aggregate accumulation may differ due to retroactive changes in enrollment, excluded plan services or fees and final run out audited claims.























Alternate Funding Programs Captive Concept

Re-Insurance Claims

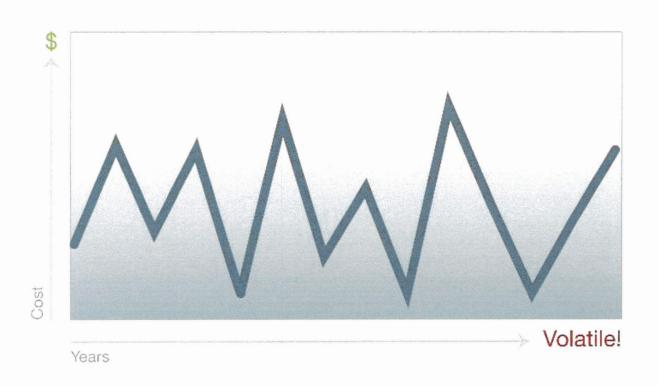
POOLED Claims

Employer Self-Fund \$1,000,000 (Shared 60%/40%)

→ \$25,000

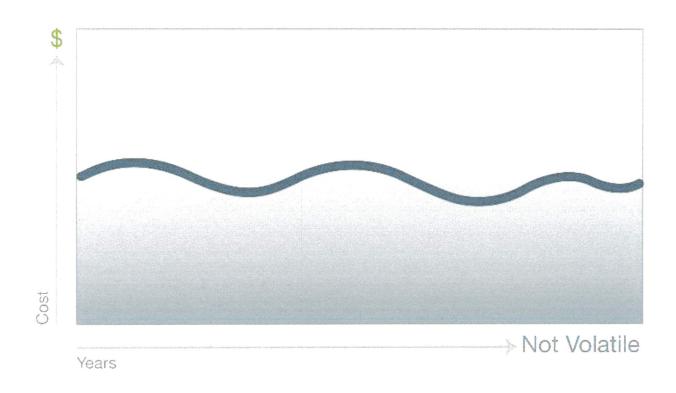


LARGE CLAIM-SINGLE EMPLOYER





LARGE CLAIMS - MULTIPLE EMPLOYERS NO NEW LASERS







- I.) Benefit Enhancements
- 2.) Healthcare Navigation Tools
- 3.) Stability In Re-Insurance
- 4.) Explore No-Laser and Captive Contracts
- 5.) Employee and Medicare Education
- 6.) Interlink Cancer Care
- 7.) Transplant Carveout

- 8) Fiduciary PBM Contract Pricing
- 9.) Specialty RX Analysis and Pharmacy Rebates
- 10.) Difference with High-Cost Rx Integrated PBM
- 11.) Pricing Transparency Options HealthCare BlueBook, Price MD

Little Employee Disruption/Bottom-Line Results







- I.) On-Site Education Meetings
- 2.) Dedicated 800 Call Center During and After Open Enrollment and for Employee Questions
- 3.) Dedicated Transition and Service Team to Make Seamless for Employees and Leadership Team
- 4.) Evaluate Network and Funding
- 5.) Quarterly Executive Team Meetings for BenefitEdge™ and Reporting Breakdown



Partnership Commitment

- 3-5 Year Strategic Benefit Plan
- Data Analytics
- Benchmarking Reports
- Employee Benefits Summary preparation
- Three Tier Compliance Package
- Benefits Book
- Complete Compensation Transparency
- Pharmacy Program
- National Insurance Program / Re-Insurance Pool Analysis
- Network Evaluation/Cost Savings
- Stop Loss Contract Terms/Protection
- Evaluate Medical Management Program
- 5500 Filing and ERISA Wrap Document Oversite



Consulting Fee \$35 PEPM

or

\$3800 per Quarter

1.) Manage the Self-funded Health Plan:

- a.) Review monthly reporting and cost containment options
- b.) Set funding rates and auditing procedures
- c.) Market stop-loss options to include captive and other options

2.) Manage Self-funded Dental Plan

- a.) Review monthly reporting
- b.) Market TPA's

3.) Manage Self-funded Vision Plan

- a.) Review monthly reporting
- b.) Market TPA's



Thank You

Questions??

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16820 Frances Street, Suite #202 | Omaha, NE 68130

Main Line: 402-289-1046

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Fax: 402-289-1012

C

Toll Free: 866-289-1046

Website: www.theolsongroup.com





MUNICIPALITY FINANCIAL AGREEMENT STATE PROJECTS

STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION CITY OF BROKEN BOW PROJECT NO. NH-STP-2-3(125) CONTROL NO. 61685 IN BROKEN BOW

THIS AGREEMENT is between the City of Broken Bow, a municipal corporation of the State of Nebraska ("Municipality"), and State of Nebraska, Department of Transportation ("State"), collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, State intends to improve a portion of State Highways N-2 (N-2) and N-21 (N-21) at the locations shown on Exhibit "A"; and

WHEREAS, the improvement is located within the designated urban area of Broken Bow, Nebraska, and funds administered by State will be made available for the construction of this project; and

WHEREAS, the City Council has authorized the Mayor to execute this Agreement, as
evidenced by the Resolution of City Council dated the day of
, 20, attached as Exhibit "B", and incorporated herein by this
reference; and
and N 24 located with a mariant an N 2 and N 24 located with

WHEREAS, this Agreement is related to the portion of the project on N-2 and N-21 located within Municipality's corporate limits; and

WHEREAS, Parties intend that this Agreement describe certain roles and responsibilities applicable to this project; and

WHEREAS, upon State's acceptance of the project, Municipality will be solely responsible for the maintenance, repair and replacement, when necessary, of any curb ramps and drainage facilities along the project, in accordance with Neb. Rev. Stat. § 39-2105 and § 39-1339, including, but not limited to, subsection § 39-1339(4); and

WHEREAS, the project work within the corporate limits is described below in Section 2.

NOW THEREFORE, in consideration of these facts and the mutual promises of the Parties hereto, the Parties agree as follows:

SECTION 1. DURATION OF THE AGREEMENT

- 1.1 Effective Date -This Agreement is effective immediately on the date it is fully executed by the Parties.
- 1.2 Renewal, Extension or Amendment This Agreement may be renewed, extended or amended by mutual agreement or as otherwise provided herein.
- 1.3 Identifying Date For convenience, this Agreement's identifying date will be the date the State signed the Agreement.
- 1.4 Duration This Agreement will remain in full force and effect for future responsibilities of Municipality described herein, such as for parking, encroachments and maintenance, unless such responsibilities have been rescinded by State. State will treat the remainder of this Agreement as inactive upon the happening of either (1) the waiver of an audit review, or (2) the final completion of an audit review by the State or its authorized representative and the resolution of all issues identified in the audit report.
- **1.5 Termination** Further, State reserves the right to terminate the Agreement as provided herein.

SECTION 2. DESCRIPTION OF THE WORK WITHIN THE CORPORATE LIMITS

- 2.1 The Parties agree State will develop plans and specifications and cause the project to be constructed at the location shown on Exhibit "A", attached and incorporated herein by this reference, and in accordance with plans and specifications and the provisions of this Agreement. Generally, the improvements to be constructed within the corporate limits include the following:
 - 2.1.1 This Agreement is for work within corporate limits as follows: N-2, RP 277.87 to RP 279.97; N-21, RP 73.06 R.P. 73.64 (junction of N-2 and N-21). The improvements on this project consist of concrete repairs, milling and resurfacing the roadway with asphalt. A segment of N-2 will have full depth pavement replacement. Modifications to the turning geometry at the junction of N-2 and N-70 will also require full depth pavement replacement. The raised median located on N-2 east of N-2 and N-70 junction will be removed.

ADA modifications and new sidewalk due to said modifications will be part of this project. Once completed all ADA modifications and sidewalk will be maintained solely by the Municipality.

SECTION 3. STATE RESPONSIBILITIES

State shall:

- 3.1 Prepare at its sole discretion, plans and specifications for State's proposed subject project. State will coordinate the development of the plans and specifications with Municipality. State has sole authority to modify the plans or specifications as necessary to complete the proposed improvements.
- 3.2 Acquire all property rights for Right of Way (ROW) for the project that will not be acquired by Municipality.
- 3.3 Advertise and conduct a letting and receive bids on the proposed improvement. State has the sole authority to determine, and award the contract to, the lowest responsible bidder. State shall sign the construction contract.
- 3.4 Supervise and cause completion of the construction of the improvement as shown in the construction contract documents and modifications thereto. State has sole authority to execute any contractor change orders-supplemental agreements required for construction of the project within Municipality's corporate limit. State will notify the Municipality of any contractor change orders-supplemental agreements that increase Municipality's cost.
- 3.5 Reimburse, when applicable, Municipality for the non-betterment relocation of municipally owned utility facilities as provided in SECTION 10. UTILITY RELOCATION WORK.

SECTION 4. MUNICIPALITY RESPONSIBILITIES

Municipality shall, with respect to the portion of the project within its corporate limits, and at no cost to State:

- 4.1 Regulate, to the extent Municipality has authority to do so, all future development and use of property adjoining the public ROW as described in SECTION 6. MUNICIPALITY'S DUTIES AND RIGHTS REGARDING RIGHT OF WAY.
- 4.2 Require that all future entrances from private property to the highway ROW within the limits of this project receive approval of the Director-State Engineer, Department of

Project No. NH-STP-2-3(125) Control No. 61685 City of Broken Bow

Page 3 of 12

- Transportation or authorized representative, pursuant to Neb. Rev. Stat. § 39-1332 prior to Municipality approval or Municipality issuing a building permit for the site.
- 4.3 Cause the removal of all advertising signs from the existing highway ROW. Municipality also agrees to cause the removal from the existing highway ROW of other privately owned encroachments, facilities, objects, structures, or things, and to keep the existing and new highway ROW free of future encroachments, facilities, objects, structures, or things, except those authorized by permit from Municipality and approved by State and Federal Highway Administration.
- 4.4 Comply with, for project work performed by Municipality, the provisions of the Nebraska Fair Employment Practices Act, Neb. Rev. Stat. §§ 48-1101 48-1126, and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27, as set forth in the SECTION 17. TITLE VI NONDISCRIMINATION CLAUSES.
- 4.5 Perform the present and future duties assigned to Municipality under this Agreement at its sole cost except when costs are specifically reimbursable under this Agreement.
- 4.6 Obtain approval of State, with Federal Highway Administration concurrence, prior to making or causing changes in the roadway geometrics, either during project construction or after the project is completed. Changes that require prior approval include but are not limited to: access control, driveways, median breaks, parking restrictions or any other traffic control items.
- 4.7 Amend ordinances, as necessary, to establish pavement or ground elevations shown in the plans when proposed construction involves a change in elevations established by a pre-existing ordinance.
- 4.8 If the Municipality procures consultant services for preliminary engineering and construction engineering for non-betterment rehabilitation of municipally owned and operated utilities by the Municipality, the Municipality agrees to comply with Chapter 4 of the "Nebraska Department of Transportation LPA Guidelines Manual for Federal-Aid Projects".
- 4.9 Upon State's acceptance of the project, Municipality will be solely responsible for the maintenance, repair and replacement, when necessary, of any curb ramps and storm drainage facilities along the project, in accordance with Neb. Rev. Stat. § 39-2105 and § 39-1339, including, but not limited to, subsection § 39-1339(4).

SECTION 5. CONSTRUCTION SCHEDULE

State will determine the construction schedule for this project.

SECTION 6. MUNICIPALITY'S DUTIES AND RIGHTS REGARDING RIGHT OF WAY

- 6.1 <u>Encroachments:</u> Municipality and State will cooperate to cause the removal of encroachments from public ROW, or correction or alteration in the public ROW, as necessary for the construction of the aforesaid project.
- Adjacent Development: Municipality understands that State highway ROW shall be held inviolate for State highway purposes pursuant to Neb. Rev. Stat. § 39-1359, and no physical or functional encroachments, structures, or uses shall be permitted within such right-of-way limits, except by written consent of State. Municipality will regulate, to the fullest extent allowed by law, the private or non-transportation related public development of property adjoining the public ROW, to prevent future encroachment or uses of the public ROW, except by written consent of State. Municipality shall not issue a building permit for an adjacent property which requires work on the State highway right of way unless State has given advanced written approval of the proposed plans.
- 6.3 <u>Special Assessments:</u> Municipality shall not use special assessments to defray Municipality's costs under this Agreement unless Municipality has received, in advance, written consent from State's Right of Way Division Manager.

SECTION 7. ROADWAY LIGHTING SYSTEM

This section has intentionally been left blank

SECTION 8. TRAFFIC SIGNAL EQUIPMENT

This section has intentionally been left blank

SECTION 9. PERMISSION TO USE STATE RIGHT OF WAY

This section has intentionally been left blank

SECTION 10. UTILITY RELOCATION WORK

10.1 Overview

The Parties understand that existing Municipality and non-Municipality owned utility

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Agreement No. XL2327

facilities may conflict with State's project. State will enter into a separate agreement(s) to establish the roles, duties, and financial responsibilities for the necessary relocation of utility facilities.

10.2 State Highway Right-of-Way

Municipality shall obtain a permit from State for utility relocation work that occupies State Highway ROW.

SECTION 11. MUNICIPALITY'S FINANCIAL RESPONSIBILITIES

State will construct the highway improvements, as described in Section 2.1.1, at no cost to Municipality. Municipality shall bear its own costs in performing its duties under this Agreement.

SECTION 12. PROJECT TEMPORARY TRAFFIC CONTROL

- 12.1 All temporary traffic control devices will conform to the latest approved edition of the Manual on Uniform Traffic Control Devices and Nebraska Supplements thereto.
- 12.2 If Municipality is to perform or contract for any work on the state highway within the project limits, Municipality will develop a traffic control plan related to that work. The plan will be provided to State's Project Manager for review and acceptance. Municipality will provide, operate and maintain Municipality's traffic control devices in accordance with its accepted traffic control plan.
- Municipality's work must comply with all traffic safety regulations, including those prescribed in the latest approved edition of the Manual of Uniform Traffic Control Devices and the Nebraska Supplement thereto. Municipality shall use caution when working in State ROW.

SECTION 13. PLANS AND SPECIFICATIONS

The plans and specifications for this project will be on file in the Lincoln central headquarters office of the Nebraska Department of Transportation.

SECTION 14. PROJECT SCHEDULE ADJUSTMENTS AND TERMINATION

- 14.1 The planning, environmental, design and obtaining necessary funding for this project may be a complicated and time-consuming process. Project schedule adjustments should be expected.
- 14.2 State has the sole discretion to adjust the schedule in completing of the work in part or in whole and such action on its part will in no event be deemed a breach of this Agreement

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- by State. State will provide Municipality with updates to the project schedule and, when Municipality is sharing in the project costs or has included additional work with State's project, State will discuss in detail adjustments made to the project schedule.
- 14.3 State has the sole discretion to terminate this Agreement for any reason, and such action on its part will in no event be deemed a breach of this Agreement by State. State will provide written notification to Municipality of such termination.

SECTION 15. FAIR EMPLOYMENT PRACTICES ACT

Municipality agrees to abide by the Nebraska Fair Employment Practices Act, as provided by Neb. Rev. Stat. § 48-1101 through § 48-1126.

SECTION 16. DISADVANTAGED BUSINESS ENTERPRISES

- 16.1 <u>Policy:</u> Municipality and State further agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement.
- Disadvantaged Business Enterprises Obligation: Municipality and State further agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, Municipality shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Municipality shall not discriminate on the basis of race, color, sex, age, disability, or national origin in the award and performance of FHWA assisted contracts.

Municipality acting as a sub-recipient of Federal-aid funds on this project agrees to adopt the Nebraska Disadvantaged Business Enterprise Unified Certification Program for the Federal-aid contracts Municipality executes on this project.

Failure of Municipality to carry out the requirements set forth above on any work performed by Municipality shall constitute breach of contract and, after the notification of the FHWA, may result in termination of the Agreement or contract by State or such remedy as State deems appropriate.

SECTION 17. TITLE VI NONDISCRIMINATION CLAUSES (2023 NDOT Title VI Implementation Plan)

17.1 Appendix A - During the performance of this contract, the Contractor, Consultant, or when applicable Municipality, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

17.1.1 Compliance with Regulations

The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

17.1.2 Nondiscrimination

The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR 21.

17.1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

17.1.4 Information and Reports

The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contactor is in the exclusive possession of

another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

17.1.5 Sanctions for Noncompliance

In the event of contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- 17.1.5.1 withholding payments to the contractor under the contract until the contractor complies; and/or
- 17.1.5.2 cancelling, terminating, or suspending a contract, in whole or in part.

17.1.6 Incorporation of Provisions

The contractor will include the provisions of paragraphs 27.1.1 through 27.1.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

- 17.2 Appendix E During the performance of this contract, the Contractor, Consultant, or when applicable Municipality, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to: Pertinent Nondiscrimination Authorities:
 - 17.2.1 Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

- 17.2.2 The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- 17.2.3 Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- 17.2.4 Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- 17.2.5 The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- 17.2.6 Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- 17.2.7 The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- 17.2.8 Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- 17.2.9 The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 17.2.10 Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies,

- and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- 17.2.11 Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- 17.2.12 Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

SECTION 18. SEVERABILITY

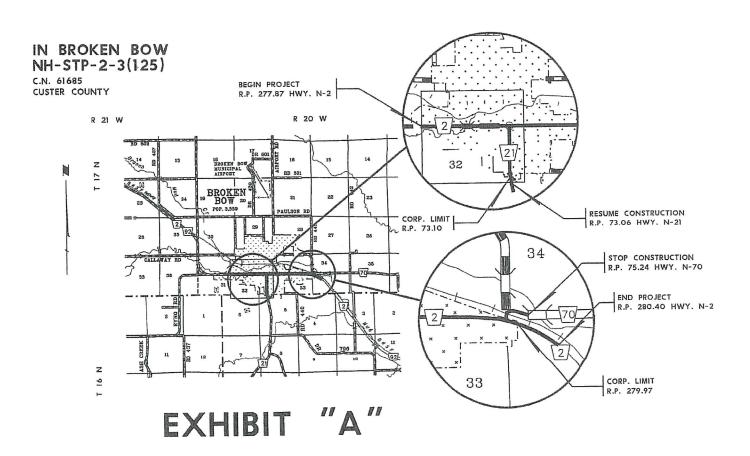
The invalidity or unenforceability of any such clause, provision, section, or part shall not affect the validity or enforceability of the balance of the Agreement, which shall be construed and enforced as if the Agreement did not contain such invalid or unenforceable clause, provision, section or part.

SECTION 19. COMPLETENESS

This Agreement is the complete and exclusive statement of the arrangement between the parties, and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter thereof. It may be amended from time to time in writing by the mutual consent of the Parties hereto.

[Remainder of Page Intentionally Left Blank]

		y execute this Agreement pursuant to lawful
authority as of the date signed by each	party.	
EXECUTED by Municipality this _	day o	f, 2023
WITNESS:		CITY OF BROKEN BOW
City Clerk	_	Mayor
EXECUTED by State this	_day of	, 2023
		STATE OF NEBRASKA DEPARTMENT OF TRANSPORTATION Mick Syslo, P.E.
		Roadway Design Engineer
RECOMMENDED: Gary Thayer, P.E.		
District 6 Engineer Date	_	



WHEAREAS: The City of Broken Bow desires to enter into Department of Transportation, to proceed with construction of State II.	action of Project No. NH-STP-2-3(125) Control No.
NOW BE IT RESOLVED by the City of Broken Bow that the attached hereto, is hereby approved, and that the May Agreement on behalf of the City of Broken Bow.	_
PASSED AND APPROVED this day of, 20	23.
	City of Broken Bow
	Mayor
City Clerk	

RESOLUTION NO_____

EXHIBIT B

ORDINANCE NO. 1275

AN ORDINANCE PROVIDING FOR THE CITY TO MAKE MANDATORY MONTHLY ASSESSMENTS ON UTILITY BILLS OF RESIDENTIAL PROPERTIES AND BUSINESS PROPERTIES WITHIN THE CORPORATE LIMITS OF THE CITY; PROVIDING FOR THE PAYMENT OF SAID MONTHLY ASSESSMENTS TO BROKEN BOW MUNICIPAL UTILITIES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR PENALTY AND AN EFFECTIVE DATE.

SECTION 1. The City of Broken Bow commencing the 1st day of the month following adoption of said ordinance, will assess and collect a minimum monthly charge of \$25.00 per residential household or low volume commercial business or operation per month. Small businesses and/or operations shall be \$33.25 per month if they receive once a week pickup service with up to three containers. Medium businesses and/or operations with more than once a week pickup or more than three containers shall pay \$44.25 per month. The large commercial businesses or operations will be those who receive more than once a week pickup service or have more than three containers of approximately 30 gallons each, or a dumpster shall pay \$69.25 per month. Super large businesses and/or operations shall be charged by weight and number of trips as determined by hauler and the City. Apartment complexes with one utility meter shall be treated as a commercial business or operation.

SECTION 2. The City will make mandatory monthly assessments on utility bills of residential properties and business properties within the corporate limits of the City.

SECTION 3. The City Administrator, Board of Public Works, and the hauler, will hear all complaints and claims presented by the citizens of the City pertaining to the fees charged for the collection of garbage, rubbish, trash, and waste within the residential and commercial districts within said municipality.

SECTION 4. Violation of said ordinance shall be punishable up to \$500.00 per offense.

SECTION 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Dated this ____ day of _____ 2024.

Rod Sonnichsen, Mayor

ATTEST:

Jacob Holcomb, Deputy City Clerk

ATTACHMENT 1275-1: REFUSE COLLECTION AND DISPOSAL PRICING

- 1. The Collector (S&L Sanitation) & Disposal Company (Custer Transfer Inc.) will each receive a \$2 rate increase for all account types, which will beging the 1st day of the month following adoption of this ordinance.
- 2. The tipping fees charged to the Collector (currently S&L Sanitation) shall remain unchanged from their current rate of \$0.035/lb. or \$70/ton.
- 3. Remaining unchanged, Large Businesses will be charged by weight and number of trips as determined by the Collector and the City.

RATE

Residential	RATE 2022-2024	CURRENT RATE	INCREASE AMOUNT	Utility Rate Per Ord. 1275
S&L Sanitation	\$15.25	\$17.25	\$2.00	
Transfer Station	\$5.00	\$7.00	\$2.00	
City of Broken Bow	\$0.75	\$0.75	\$0.00	
TOTAL	\$21.00	\$25.00	\$4.00	\$25.00
Small Business				
S&L Sanitation	\$17.50	\$19.50	\$2.00	Utility Increase Rate
Transfer Station	\$11.00	\$13.00	\$2.00	
City of Broke Bow	\$0.75	\$0.75	\$0.00	
TOTAL	\$29.25	\$33.25	\$4.00	\$33.25
Medium Business				
S&L Sanitation	\$28.50	\$30.50	\$2.00	Utility Increase Rate
Transfer Station	\$11.00	\$13.00	\$2.00	
City of Broken Bow	\$0.75	\$0.75	\$0.00	
TOTAL	\$40.25	\$44.25	\$4.00	\$44.25
Large Business				
S&L Sanitation	\$50.50	\$52.50	\$2.00	Utility Increase Rate
Transfer Station	\$14.00	\$16.00	\$2.00	
City of Broken Bow	\$0.75	\$0.75	\$0.00	
TOTAL	\$65.25	\$69.25	\$4.00	\$69.25

CITY OF BROKEN BOW ORDINANCE NO. 1276

AN ORDINANCE OF THE CITY OF BROKEN BOW, CUSTER COUNTY, NEBRASKA, ADDING SECTION 113.13: MOBILE FOOD VENDORS; PROVIDING RULES AND REGULATIONS GOVERNING MOBILE FOOD VENDORS; 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 113.13 of the Municipal Code be added to read as follows:

Mobile food vendors shall comply with the following regulations:

- a. A mobile food vendor shall mean a person who by traveling from place to place upon the public ways sells or offers for sale food from public or private property to consumers for immediate delivery and consumption upon purchase, including but not limited to any such person engaged for the purposes of any public or private event occurring within the corporate limits of the City of Broken Bow, Nebraska. The following activities are excluded from such definition: (a) the sale or offer for sale of farm products produced or raised by such a vendor from land occupied and cultivated by him/her; (b) the sale or offer for sale of food by a caterer who is hired to transport ready-to-eat food to an event; (c) the sale or offer for sale of homemade items, such as bread, pies, etc. for a Farmers Market event; or (d) the sale or offer for sale of food by non-profit groups.
- b. A special event shall mean any occasion including but not limited to Market on the Square, fairs, shows, exhibitions, city-wide celebrations, and festivals taking place within a specifically defined area within the jurisdiction of the City of Broken Bow, for a specific period of time.
- c. A mobile food vendor shall not sell nor offer to sell food from a location which would involve customers to be waited on or served while standing in a portion of a street being traversed by motor vehicle traffic.
- d. All cords used to provide electrical service to mobile food vendor operations shall be covered if on or crossing any sidewalks within the City.
- e. It shall be unlawful for a mobile food vendor to sell or offer to sell alcoholic drinks.
- f. The mobile food unit and auxiliary equipment shall not be parked in a parking space adjacent to the corner of a street intersection.
- g. Mobile food vendors shall comply with all City ordinances.
- h. All Mobile Food Vendor Permits must be paid prior to parking the mobile food unit. Permit applications for vendors wishing to sell food on Saturday and Sunday must be submitted by 4:30 pm Friday prior to the date that the food will be sold.

- i. Mobile food vendors may park parallel to the curb on the east and south sides of the City Square during Market on the Square and when authorized by either the Mayor or City Administrator during other special events permitted at the City Square.
- j. A mobile food vendor may sell or offer to sell food seven (7) days a week from 7:00 am to 11:00 pm.
- k. Prior to leaving a location the mobile food vendor shall pickup and dispose of any trash.
- 1. An application for a Mobile Food Vendor Permit under this article shall be accompanied by a nonrefundable processing fee of \$125.00 for a year permit or nonrefundable processing fee of \$25.00 per day for a day permit.
- m. A Mobile Food Vendor Permit application shall include a certificate from the State of Nebraska (Dept. of Agriculture) Health Department showing its approval of the applicant's sales of food, a copy of the State of Nebraska sales tax permit, or proof of an applicable sales tax exemption for the applicant, a copy of the vehicle registration, proof of insurance, and a copy of photo ID.
- n. A Mobile Food Vendor Permit shall expire on December 31 of each year, unless renewed by the permit holder. The permit holder shall renew the license for the following year by filing with the City Clerk, on or before December 31 of each year. The registration shall be on a form provided by the City Clerk. At the time of registration, the permit holder shall pay a renewal fee of \$125.00.
- o. Violation of any of these items due to fraud or misrepresentation will be cause for revocation of the permit.
- p. All Mobile Food Vendors shall be required to obtain a Mobile Food Vendor permit, with the exception of those participating solely in Market on the Square.

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	day of February, 2024.
ATTEST:	Rod Sonnichsen, Mayor
Jacob Holcomb, Deputy City Clerk	