



**CITY OF BROKEN BOW
CITY COUNCIL AGENDA
April 23, 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 April 23rd, 2024, which will include the following:

- a. Approval of Minutes of April 9th, 2024, Council Meeting
- b. Approval of Bills as Posted
- c. Approval of Broken Bow Ambulance Service Official Roster

F. Other Communications:

- a. Congratulations to Officer Christopher Leibert on Graduation from the Nebraska Law Enforcement Training Center

G. New Business:

- a. **Public Hearing, Conditional Use Permit-** Council will have consideration of opening a public hearing regarding a conditional use permit for Clyde Arnold, located at 2291 Memorial Drive, Broken Bow, Nebraska.
- b. **Conditional Use Permit-** Council will have consideration of approving a conditional use permit for Clyde Arnold, located at 2291 Memorial Drive, Broken Bow, Nebraska.
- c. **Resolution 2024-03, Sale of Surplus Personal Property of the City of Broken Bow-** Council will have the consideration of approving the Sale of Surplus Personal Property of the City of Broken Bow.



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- d. First Response Billing Associates Agreement-** Council will have the consideration of approving the agreement between the Broken Bow Ambulance Service and First Response Billing Associates for Broken Bow Ambulance Service billing.
- e. Public Hearing, Ordinance 1281, Providing for the on-sale of alcoholic liquor in the City of Broken Bow on Sundays-** Council will have consideration of opening a public hearing regarding ordinance 1281, providing for the on-sale of alcoholic liquor in the city of Broken Bow on Sundays.
- f. Waive Three Readings of Ordinance 1281-** Council will have consideration of waiving the three readings of ordinance 1281.
- g. Ordinance 1281, Providing for the on-sale of alcoholic liquor in the City of Broken Bow on Sundays -** Council will have consideration of approving Ordinance 1281, providing for the on-sale of alcoholic liquor in the city of Broken Bow on Sundays.
- h. Temporary Closing of Parking Spaces-** Council will have consideration of giving the temporary authority, from now until July 1st, 2024, to County Supervisor Dwain Bryner to close parking spaces on the east side of the Custer County Courthouse, between South D Street and South E Street, on an "as needed" basis, to protect the public from construction hazards and to safely facilitate the stair replacement project.

H. Mayor and Council Comments

I. Adjournment

***The Next City Council Meeting Will Be on Tuesday, May 14th, 2024
@ 6:00 pm in the Broken Bow Municipal Building***



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Upcoming Events:

- ❖ **May 6th** – *Park Board Meeting @ 5:10 pm in the Broken Bow Municipal Auditorium*
- ❖ **May 11th**– *City Wide Clean Up*
- ❖ **May 14th** – *Board of Public Works @ 12:30 pm in the Broken Bow Municipal Building*
- ❖ **May 28th** – *City Council Meeting @ 6:00 pm in the Broken Bow Municipal Auditorium*
- ❖ **July 4th** – *43rd Army Band Patriotic Concert @ 7:00 pm at Melham Park (rain out location: Municipal Building)*

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 April 9th, 2024

The Broken Bow City Council met in regular session on Tuesday, April 9th, 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: Russ Smith, Luke Wassom, and Paul Holland. Absent: Chris Myers. Mayor Sonnichsen announced the availability of the open meetings law, followed by reciting the Pledge of Allegiance.

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

Moved by Wassom, seconded by Smith to approve the consent agenda for April 9, 2024. Said motion includes approval of the Minutes of the March 26, 2024, Council Meeting, Bills to Date, and Approval of the Broken Bow Volunteer Fire Department Official Roster. Roll call vote: Voting aye: Smith, Wassom, and Holland. Nays: None. Motion carried.

Aflac \$477.41, \$157.00, \$67.02, Bound Tree Medical \$2,099.35, Broken Bow Ambulance Service \$609.48, Broken Bow Chamber of Commerce \$2,755.00, Broken Bow Postmaster \$340.00, Broken Bow Rural Fire Board \$1,757.58, Card Services 0583 \$1,981.11, Card Services 0609 \$1,154.73, Century Link \$309.72, City Flex Benefit Plan \$225.00, City of Broken Bow - Health Insurance \$41,24.71, City of Broken Bow Pension Fund \$2,278.07, \$9,542.84, \$1,036.16, Colonial Insurance \$389.90, \$323.28, \$540.56, Consolidated Management Co. \$243.35, Custer County Chief \$159.51, \$593.82, Custer Public Power \$52.72, EFTPS Online Payment \$2,837.16, \$6,680.06, \$1,2130.78, EZ IT Solutions \$2,891.00, Eakes Office Products \$167.13, \$14.44, Evans Feed Co. \$53.80, Family Heritage \$25.50, Galloway Financial Advisors, Inc. \$5,500.00, Great Plains Communications \$19.09, Hometown Leasing \$596.79, JEO \$2,750.00, Jacob Holcomb \$233.47, Jennifer Waterhouse \$243.06, Kirkpatrick Cleaning Solutions \$83.18, \$185.00, La Quinta \$2,344.00, MacQueen Equipment \$228.95, Mid Plains Community College \$1,059.93, Nebraska Child Support Payment Center \$899.09, Quill Corporation \$199.56, RT Ace, LLC \$43.97, S&L Sanitary Service \$54.30, Sandhills Custom Creations \$175.00, Sara J. Hulinsky \$837.00, Schaper and White Law Firm \$3,000.00, State Income Tax WH NE Online Payment \$3,362.62, Statewide Collection LLC \$2.77, TX Child Support SDU \$161.54, Tracker Systems \$16.99, Universal Insurance \$7.00, V-Bar Sales & Service \$9.66, Verizon Wireless \$75.79, \$248.91, \$320.80, Bi-Weekly Payroll \$70,672.98, Total \$149,349.64

Moved by Smith, seconded by Holland, to excuse the absence of councilmember Myers. Roll call vote: Voting aye: Smith, Wassom, and Holland. Nays: None. Motion carried.

Under new business, moved by Smith, seconded by Wassom to approve the re-appointment of Jeff Oeltjen to the Broken Bow Park Board for a term ending February 2027. Roll Call Vote: Voting aye: Smith, Wassom, and Holland. Nays: None. Motion carried.

Moved by Smith, seconded by Holland to approve the re-appointment of Betsy Smith to the Broken Bow Library Board for a term ending February 2028. Roll Call Vote: Voting aye: Smith, Wassom, and Holland. Nays: None. Motion carried.

Moved by Smith, seconded by Wassom to open a public hearing at 6:03 pm regarding Ordinance 1279, Handicap Parking stalls. Roll Call vote: Voting aye: Smith, Wassom, and Holland. Nays: None. Motion carried. Discussion was held. Dwain Bryner, Custer County Supervisor reported on the redesign of the courthouse west parking lot due to the addition of a voter drop box, and the start of the courthouse stair replacement project within the next couple of weeks. Mr. Bryner explained that having a handicap parking spot on each side of the west parking lot allows for flexibility for handicapped drivers with and without wheelchairs and addresses accessibility issues that have been

identified while the front stairs are being replaced. Moved by Holland, seconded by Wassom to close public hearing at 6:07 pm. Roll Call vote: Voting aye: Smith, Wassom, and Holland. Nays: None. Motion carried.

After discussing the matter, Councilmember Smith introduced Ordinance No. 1279 entitled “AN ORDINANCE PROVIDING FOR THE PLACING OF TWO DESIGNATED “HANDICAP PARKING” SPACES, IN THE CITY OF BROKEN BOW, CUSTER COUNTY, NEBRASKA, PROVIDING FOR PUBLICATION AND EFFECTIVE DATE AND REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE.” and moved that the statutory rule requiring reading on three different days be suspended. Councilmember Wassom seconded the motion. The Mayor stated the motion and instructed the Treasurer to call the roll. The Treasurer called the roll, and the following was the vote: Ayes: Smith, Wassom, and Holland. Nays: None. Motion carried. The motion to suspend the rules was adopted by three-fourths of the Council and the statutory rule was declared suspended for the consideration of said Ordinance. Said Ordinance was then read by title and thereafter Councilmember Smith moved for final passage of the Ordinance, which motion was seconded by Councilmember Wassom. The Mayor asked the question, “Shall Ordinance No. 1279 be passed and adopted?” Upon roll call vote, the vote was as follows: Ayes: Smith, Wassom, and Holland. Nays: None. Motion carried. The passage and adoption of said Ordinance having been concurred by a majority of all members of the Council, the Mayor declared the Ordinance adopted.

Discussion was held on potentially approving Resolution 2024-02, sale of Surplus Real Property valued at over \$5,000 located at LOTS FIVE (5) AND SIX (6), BLOCK TWELVE (12), J.P. GANDY’S ADDITION TO BROKEN BOW, CUSTER COUNTY, NEBRASKA. At the end of discussion, moved by Holland, seconded by Smith to approve Resolution 2024-02 with a minimum bid of \$8,000. Sealed bids must be submitted to the City Clerk by 5:00 pm May 10, 2024. The bids will be opened at the City Council meeting that will be held on Tuesday, May 14, 2024. Roll Call Vote: Voting aye: Smith, Wassom, and Holland. Nays: None. Motion carried.

Moved by Holland, seconded by Smith to open a public hearing at 6:11 pm regarding Ordinance 1280, Ambulance Service Fees. Roll Call vote: Voting aye: Smith, Wassom, and Holland. Nays: None. Motion carried. Discussion was held. Administrator Schmidt explained that as Broken Bow pursues ALS support services, with it comes significant costs and fees and they don’t want those costs to be a burden on the taxpayer. He explained that the fees have not been updated for several years and that the fees of comparable towns were researched when coming up with the new fee schedule. Overall, they feel that the new fees are either right in line with those of comparable cities or on the low end. He further stated that they are also in line with Medicare and insurance reimbursements. Moved by Holland, seconded by Wassom to close public hearing at 6:16 pm. Roll Call vote: Voting aye: Smith, Wassom, and Holland. Nays: None. Motion carried.

After discussing the matter, Councilmember Smith introduced Ordinance No. 1280 entitled “AN ORDINANCE OF THE CITY OF BROKEN BOW, NEBRASKA AMENDING THE AMBULANCE SERVICE FEES, REPEALING THE SECTIONS OF ALL PREVIOUS ORDINANCES IN CONFLICT WITH THIS ORDINANCE, AND PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.” and moved that the statutory rule requiring reading on three different days be suspended. Councilmember Holland seconded the motion. The Mayor stated the motion and instructed the Treasurer to call the roll. The Treasurer called the roll, and the following was the vote: Ayes: Smith, Wassom, and Holland. Nays: None. Motion carried. The motion to suspend the rules was adopted by three-fourths of the Council and the statutory rule was declared suspended for the consideration of said Ordinance. Said Ordinance was then read by title and thereafter Councilmember Smith moved for final passage of the Ordinance, which motion was seconded by Councilmember Holland. The Mayor asked the question, “Shall Ordinance No. 1280 be passed and adopted?” Upon roll call vote, the vote was as follows: Ayes: Smith, Wassom, and Holland. Nays: None. Motion carried. The passage and adoption of said Ordinance having been concurred by a majority of all members of the Council, the Mayor declared the Ordinance adopted.

In the Mayor and Council Comments, Administrator Schmidt discussed the City Wide Clean Up that will be taking place on May 11th. He explained that the event went well last spring and that the City is planning the same event this year with free iron and trash roll offs at Tomahawk Park. He stated that no tires, paint, or motor oil will be accepted during the event but that the tree dump will be free on both May 11th and May 18th. Chief Scott explained there will be increased enforcement for nuisance and municipal code violations by the police department prior to the event and that officers will be handing out fliers and encouraging the public to take advantage of this free event. Mayor Sonnichsen also fielded questions about tires and chemicals and explained that they cannot be accepted at this clean up because of the high cost and that they are usually paid for through grant funding. He stated that this is something that we can look into over the next year. Councilmember Holland also thanked the Street and Parks departments for all the work they did updating the new picnic shelter.

Moved by Smith, seconded by Wassom, to adjourn the City Council meeting at 6:22 PM. Roll call vote: Voting aye: Smith, Wassom, and Holland. Nays: None. Motion Carried.

Rodney W. Sonnichsen, Mayor

ATTEST:

Jennifer Waterhouse, City Clerk

Accounts Payable Detail Listing

City of Broken Bow

Vend# Vendor Name

<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>
	<u>Account#</u>	<u>Work Order</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>
A to Z Lawn Pro								
35452	4/23/2024	4/23/2024	180.00	75288				Posted
	08-3344.00			chemical totes			180.00	0.00
Aflac								
35423	4/10/2024	4/10/2024	477.41					Posted
	01-1501.00			PRE TAX AFLAC			477.41	0.00
35424	4/10/2024	4/10/2024	157.00					Posted
	01-1501.00			AFLAC POST TAX			157.00	0.00
Barco Products								
35454	4/23/2024	4/23/2024	495.00	in-248779				Posted
	08-3347.00			sign stands			495.00	0.00
Biblionix								
35445	4/23/2024	4/23/2024	2,090.00	inv# 100959				Posted
	07-3310.10			tech support/ subs			2,090.00	0.00
Black Hills Energy								
35495	4/23/2024	4/23/2024	695.57					Posted
	04-3220.00			Utilities-Gas			247.62	0.00
	02-3220.00			Utilities-Gas			447.95	0.00
							695.57	0.00
Bound Tree Medical								
35463	4/23/2024	4/23/2024	856.64	112634				Posted
	05-3338.00			medical supplies			856.64	0.00
Brian Keezer								
35449	4/23/2024	4/23/2024	11.40					Posted
	09-3205.00			Travel expense			11.40	0.00
35450	4/17/2024	4/17/2024	3,707.02					Posted
	09-3339.00			maint repair grounds			3,707.02	0.00
Broken Bow Airport Authority								
35484	4/23/2024	4/23/2024	1,083.33					Posted
	01-3409.00			Airport Interlocal Agreement			1,083.33	0.00
Broken Bow Ambulance Service								
35469	4/23/2024	4/23/2024	570.00	Inv 809, 504, 505				Posted
	05-3202.00			NEMSA			570.00	0.00
Broken Bow Municipal Utilities								
35486	4/23/2024	4/23/2024	5,722.53					Posted
	01-3213.00			General - Radio/Weather Station Tower			25.39	0.00
	02-3220.00			Pub Bldg - Utilities/Trash			395.36	0.00
	04-3220.00			Police - Utilities/Trash Removal			330.17	0.00
	04-3315.00			Police -Dog Pound Utilities			96.89	0.00
	07-3220.00			Library - Utilities/Trash Removal			1,154.61	0.00
	08-3220.00			Street - Utilities/Trash			1,533.24	0.00
	09-3220.00			Parks - Utilities/Trash Removal			1,263.86	0.00
	09-3220.00			Parks - Shop Utilities/Trash Removal			754.73	0.00
	10-3220.00			Swim Pool - Utilities/Trash Removal			114.03	0.00
	11-3220.00			Tree Dump - Utilities			54.25	0.00
							5,722.53	0.00
Card Services 0591								
MSFire-0591	4/23/2024	4/23/2024	1,005.03					Posted
35464	05-3223.00			usps, fedex			88.79	0.00
	06-3410.00			20 ft usb type c			16.04	0.00
	06-3225.00			fuel			113.87	0.00
	05-3225.00			diesel			75.00	0.00
	06-3410.00			accelerant sub			60.00	0.00
	05-3338.00			cases io needle			325.55	0.00
	05-3410.00			accelerant sub			60.00	0.00
	05-3202.10			ems conference supper			250.00	0.00
	05-3223.01			towels			15.78	0.00
							1,005.03	0.00

Streets-4834 **Card Services 4834**

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>Description</u>			<u>Debit</u>	<u>Credit</u>
Streets-4834	Card Services 4834 (continued)									
35482	4/23/2024	4/23/2024			1,880.14					Posted
	08-3348.00					street signs maint			264.78	0.00
	08-3310.00					maint of equip			360.54	0.00
	09-3339.00					maint of grounds			772.45	0.00
	09-3310.00					maint of equip			378.26	0.00
	10-3310.00					maint of equip			104.11	0.00
									1,880.14	0.00
Office-0583	Card Services 0583									
35498	4/23/2024	4/23/2024			1,156.03					Posted
	01-3205.00					JH Clerk School Room			545.00	0.00
	01-3205.00					JWClerk School Room			545.00	0.00
	01-3205.00					JH Clerk School Meal			11.65	0.00
	01-3205.00					JH, JW Clerk School Meal			26.29	0.00
	02-3223.00					Batteries			28.09	0.00
									1,156.03	0.00
Dave-0609	Card Services 0609									
35500	4/23/2024	4/23/2024			350.88					Posted
	01-3420.00					fuel			39.76	0.00
	01-3216.10					adobe			256.67	0.00
	01-3223.00					coffee supplies			54.45	0.00
									350.88	0.00
	Carquest of Broken Bow									
35457	4/23/2024	4/23/2024			419.32					Posted
	09-3310.00					equipment repair			419.32	0.00
POOL-5177	Century Link									
35447	4/23/2024	4/23/2024			132.23					Posted
	10-3221.00					Pool-Basic & credit card			132.23	0.00
35487	4/23/2024	4/23/2024			472.13					Posted
	08-3221.00					Street - Basic & Long Distance			49.47	0.00
	09-3221.00					Park - Basic & Long Distance			49.47	0.00
	03-3221.00					Handi Bus - Basic & Long Distance			86.18	0.00
	01-3221.00					General -Basic & Long Distance Radio			88.62	0.00
	01-3221.00					General -Basic & Long Distance Office			198.39	0.00
									472.13	0.00
35488	4/23/2024	4/23/2024			786.67					Posted
	08-3221.00					Street - Basic & Long Distance			62.61	0.00
	04-3221.00					Police - Basic & Long Distance			190.91	0.00
	09-3221.00					Park - Basic & Long Distance			62.60	0.00
	07-3221.00					Library - Basic & Long Distance			117.29	0.00
	03-3221.00					Handi Bus - Basic & Long Distance			54.04	0.00
	01-3221.00					General -Basic & Long Distance Radio			85.49	0.00
	01-3221.00					General -Basic & Long Distance Office			213.73	0.00
									786.67	0.00
	City Flex Benefit Plan									
35425	4/10/2024	4/10/2024			225.00					Posted
	01-1501.00					SELECT FLEX-UNREIMBURSED M/D/V			225.00	0.00
	City of Broken Bow - Health Insurance									
35435	4/10/2024	4/10/2024			4,124.71					Posted
	01-1501.00					HEALTH INSURANCE			4,124.71	0.00
	City of Broken Bow Pension Fund									
35426	4/10/2024	4/10/2024			2,278.07					Posted
	01-1513.00					RETIREMENT LOAN PAYMENT			2,278.07	0.00
35427	4/10/2024	4/10/2024			9,628.54					Posted
	01-1502.00					414H RETIREMENT			9,628.54	0.00
35428	4/10/2024	4/10/2024			1,061.12					Posted
	01-1502.00					457 RETIREMENT			1,061.12	0.00
	Colonial Insurance									
35421	4/10/2024	4/10/2024			389.90					Posted
	01-1501.00					COLONIAL LIFE PRE TAX			389.90	0.00
35422	4/10/2024	4/10/2024			323.28					Posted
	01-1501.00					COLONIAL LIFE POST TAX			323.28	0.00

Accounts Payable Detail Listing

City of Broken Bow

<u>Vend#</u>	<u>Vendor Name</u>	<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>
	<u>Account#</u>			<u>Work Order</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>
	Cooking Light (continued)									
35439	4/23/2024	4/23/2024			25.00					Posted
	07-3340.00					materials			25.00	0.00
	Custer County Treasurer									
35483	4/23/2024	4/23/2024			17,822.97					Posted
	01-3217.00					Communications Interlocal agreement			17,822.97	0.00
	EFTPS Online Payment									
35431	4/10/2024	4/10/2024			2,608.64					Posted
	01-1500.00					MEDICARE			2,608.64	0.00
35432	4/10/2024	4/10/2024			6,826.61					Posted
	01-1500.00					FEDERAL MARRIED			3,680.67	0.00
	01-1500.00					FEDERAL SINGLE			2,131.24	0.00
	01-1500.00					Federal Head of Household			371.95	0.00
	01-1500.00					2020 Federal Single			321.28	0.00
	01-1500.00					2020 Federal Married			321.47	0.00
									6,826.61	0.00
35433	4/10/2024	4/10/2024			11,154.06					Posted
	01-1500.00					SOCIAL SECURITY			11,154.06	0.00
	Eakes Office Products									
35490	4/23/2024	4/23/2024			16.17	8916234				Posted
	01-3223.00					Binders			16.17	0.00
Library	Eakes Office Solutions									
35444	4/23/2024	4/23/2024			58.99					Posted
	07-3223.00					paper			58.99	0.00
	Family Handyman									
35441	4/23/2024	4/23/2024			20.00					Posted
	07-3340.00					materials			20.00	0.00
	Family Heritage									
35429	4/10/2024	4/10/2024			25.50					Posted
	01-1501.00					FAMILY HERITAGE			25.50	0.00
	Gateway Motors Inc									
35475	4/23/2024	4/23/2024			54,006.00	11337				Posted
	08-3410.00					3/4 ton pickup			54,006.00	0.00
	Great Plains Communications									
35473	4/23/2024	4/23/2024			75.92					Posted
	08-3221.00					Internet			37.96	0.00
	09-3221.00					Internet			37.96	0.00
									75.92	0.00
35478	4/23/2024	4/23/2024			185.00					Posted
	04-3221.00					Internet			185.00	0.00
	Grocery Kart									
35461	4/23/2024	4/23/2024			17.98	Acct# 5831				Posted
	08-3205.00					training			17.98	0.00
	Hire Right Solutions									
35493	4/23/2024	4/23/2024			301.15	P1203600				Posted
	01-3222.00					Annual Fee			301.15	0.00
	Hometown Leasing									
35477	4/23/2024	4/23/2024			116.65	May				Posted
	04-3216.00					copier lease			116.65	0.00
35501	4/23/2024	4/23/2024			78.57					Posted
	07-3216.00					copier lease			78.57	0.00
	Ingram Library Services									
35446	4/23/2024	4/23/2024			1,583.45					Posted
	07-3340.00					materials			1,583.45	0.00
welding	Island Supply Welding Co.									
35468	4/23/2024	4/23/2024			51.20					Posted
	05-3338.00					oxygen			51.20	0.00
	JEO									
35499	4/23/2024	4/23/2024			7,794.58	Inv# 148221				Posted
	12-4200.00					Phase II Water System Mapping			7,794.58	0.00

Accounts Payable Detail Listing

City of Broken Bow

<u>Vend#</u>	<u>Vendor Name</u>	<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>
	<u>Account#</u>			<u>Work Order</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>
	Jennifer Jackson (continued)									
35492	4/23/2024	4/23/2024			629.11					Posted
	10-3359.00					Mileage to Kearney and Back			65.80	0.00
	10-3359.00					Meals/Water			152.07	0.00
	10-3359.00					motel-quality inn			411.24	0.00
									<u>629.11</u>	<u>0.00</u>
	Kirkpatrick Cleaning Solutions									
35494	4/23/2024	4/23/2024			43.38	13298				Posted
	02-3223.01					toilet paper dispenser			43.38	0.00
	Matheson Tri-Gas Inc									
35453	4/23/2024	4/23/2024			12.40	0029494331				Posted
	09-3310.00					contact tip			12.40	0.00
	Mid-States Organized Crime Info. Center									
35481	4/23/2024	4/23/2024			100.00	4317-in				Posted
	04-3206.00					annual fee			100.00	0.00
	Midwest Living									
35438	4/23/2024	4/23/2024			25.00					Posted
	07-3340.00					materials			25.00	0.00
	Myers Construction Co									
35451	4/23/2024	4/23/2024			4,366.26	8140,8144				Posted
	08-3345.00					road materials			1,313.76	0.00
	08-3222.10					snow removal			3,052.50	0.00
									<u>4,366.26</u>	<u>0.00</u>
	1 Nebraska Child Support Payment Center									
35430	4/10/2024	4/10/2024			899.09					Posted
	01-1503.00					CHILD SUPPORT-NE			899.09	0.00
	Presto X Company									
35443	4/23/2024	4/23/2024			65.90	Inv# 58220102				Posted
	07-3311.00					monthly service			65.90	0.00
Ambulance	RT Ace, LLC									
35467	4/23/2024	4/23/2024			7.60					Posted
	05-3410.00					padlock			7.60	0.00
35455	4/23/2024	4/23/2024			135.71	656246, 656223				Posted
	08-3310.00					maint of equipment			70.75	0.00
	08-3310.00					chain saw repair			64.96	0.00
									<u>135.71</u>	<u>0.00</u>
35456	4/23/2024	4/23/2024			215.63	21887				Posted
	09-3310.00					maintpair equip			119.90	0.00
	09-3339.00					melham shelter			95.73	0.00
									<u>215.63</u>	<u>0.00</u>
	Ranchland Ford									
35472	4/23/2024	4/23/2024			391.90	121695				Posted
	05-3310.00					batteries x2 for 99.2			391.90	0.00
	Register of Deeds									
35485	4/23/2024	4/23/2024			10.00					Posted
	01-3223.20					filing fee CUP			10.00	0.00
	Schaper and White Law Firm									
35489	4/23/2024	4/23/2024			64.00	2147				Posted
	01-3223.20					Filing Fees			64.00	0.00
	Sports Illustrated Kids									
35442	4/23/2024	4/23/2024			65.96					Posted
	07-3340.00					materials			65.96	0.00
	State Income Tax WH NE Online Payment									
35434	4/10/2024	4/10/2024			3,338.01					Posted
	01-1500.00					STATE MARRIED			2,141.55	0.00
	01-1500.00					STATE SINGLE			1,196.46	0.00
									<u>3,338.01</u>	<u>0.00</u>
	Statewide Collection LLC									
35437	4/10/2024	4/10/2024			2.77					Posted
	01-1504.00					Wage Garnishment-Plaintiff			2.77	0.00

Accounts Payable Detail Listing

City of Broken Bow

<u>Vend#</u>	<u>Vendor Name</u>	<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>
	<u>Account#</u>					<u>Description</u>			<u>Debit</u>	<u>Credit</u>
	Steve Scott (continued)									
35476	4/23/2024	4/23/2024			120.89					Posted
	04-3205.00					meals 402			32.39	0.00
	04-3223.00					supplies			88.50	0.00
									<u>120.89</u>	<u>0.00</u>
	Stryker Sales, LLC									
35491	4/23/2024	4/23/2024			55,667.52	4156220, 9204970				Posted
	05-2408.00					Powerload and Cot for 99-2/ARPA Funds			49,467.94	0.00
	05-2406.00					Powerload and Cot for 99-2/ARPA Funds			6,199.58	0.00
									<u>55,667.52</u>	<u>0.00</u>
	TX Child Support SDU									
35436	4/10/2024	4/10/2024			161.54					Posted
	01-1503.00					CHILD SUPPORT-TX			161.54	0.00
	The Atlantic									
35440	4/23/2024	4/23/2024			69.95					Posted
	07-3340.00					materials			69.95	0.00
reets-BBSTR	Trotter Service									
35458	4/23/2024	4/23/2024			1,290.85					Posted
	08-3225.00					gas and oil			1,290.85	0.00
35459	4/23/2024	4/23/2024			2,703.26					Posted
	09-3225.00					gas and oil			2,703.26	0.00
35470	4/23/2024	4/23/2024			63.33					Posted
	05-3225.00					diesel			63.33	0.00
35471	4/23/2024	4/23/2024			60.83					Posted
	06-3225.00					diesel			60.83	0.00
35480	4/23/2024	4/23/2024			480.77					Posted
	04-3225.00					fuel			480.77	0.00
	Verizon Wireless									
35496	4/23/2024	4/23/2024			248.85					Posted
	05-3221.00					Rescue hot spots			80.02	0.00
	06-3221.00					Andy cell phone			42.94	0.00
	08-3221.00					street cell phone			42.94	0.00
	09-3221.00					parks cell phone			42.94	0.00
	01-3221.00					zoning tablet			40.01	0.00
									<u>248.85</u>	<u>0.00</u>
35497	4/23/2024	4/23/2024			75.78					Posted
	06-3221.00					Fire Jet Pack			40.01	0.00
	03-3221.00					Handi Bus Phone			35.77	0.00
									<u>75.78</u>	<u>0.00</u>
	Wenquist Inc.									
35462	4/23/2024	4/23/2024			76.69	392603				Posted
	08-3310.00					fuel filter			76.69	0.00
	Whoa & Go - West									
35465	4/23/2024	4/23/2024			8.90					Posted
	05-3225.00					fuel			8.90	0.00
35466	4/23/2024	4/23/2024			23.37					Posted
	06-3225.00								23.37	0.00
35474	4/23/2024	4/23/2024			595.22					Posted
	03-3225.00					fuel			595.22	0.00
35479	4/23/2024	4/23/2024			290.33					Posted
	04-3225.00					fuel			290.33	0.00

Accounts Payable Detail Listing

City of Broken Bow

Vend# Vendor Name

<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>
	<u>Account#</u>	<u>Work Order</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>

215,358.19 79 Non-voided payables listed.

Report Setup

AP - Accounts Payable Listing : Vendor Name

Filter Options

Starting: 4/10/2024

Ending: 4/23/2024

Banks: All

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

All Vendors Selected

B: - Weekly Payroll
\$63,208.86

Check Approval List - GL Account

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City of Broken Bow

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<u>Vendor Name</u>	<u>Invoice</u>	<u>Invoice Description</u>	<u>Account Description</u>	<u>Amount</u>
General				
Aflac		PRE TAX AFLAC	Health/Life/Acc Insuranc	477.41
Aflac		AFLAC POST TAX	Health/Life/Acc Insuranc	157.00
Broken Bow Airport Authority		interlocal agreement	Airport Payment	1,083.33
Broken Bow Municipal Utilities			Weather Station Expens	25.39
Card Services 0583		training meeting expense, supplies	Training & Meeting Expe	545.00
Card Services 0583		training meeting expense, supplies	Training & Meeting Expe	545.00
Card Services 0583		training meeting expense, supplies	Training & Meeting Expe	11.65
Card Services 0583		training meeting expense, supplies	Training & Meeting Expe	26.29
Card Services 0609		fuel, adobe, coffee supplies	Software Fees	256.67
Card Services 0609		fuel, adobe, coffee supplies	Supplies & Postage	54.45
Card Services 0609		fuel, adobe, coffee supplies	Admin Vehicle	39.76
Card Services 0609		fuel, adobe, coffee supplies	Telephone/Internet	88.62
Century Link			Telephone/Internet	198.39
Century Link			Telephone/Internet	85.49
Century Link			Telephone/Internet	213.73
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	9,628.54
City of Broken Bow Pension Fund		457 RETIREMENT	Pension	1,061.12
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 LIFE POST TAX	Health/Life/Acc Insuranc	323.28
Custer County Treasurer		Communications Interlocal agreement	Radio Communications	17,822.97
EFTPS Online Payment		MEDICARE	Payroll Taxes	2,608.64
EFTPS Online Payment		FEDERAL	Payroll Taxes	3,680.67
EFTPS Online Payment		FEDERAL	Payroll Taxes	2,131.24
EFTPS Online Payment		FEDERAL	Payroll Taxes	371.95
EFTPS Online Payment		FEDERAL	Payroll Taxes	321.28
EFTPS Online Payment		FEDERAL	Payroll Taxes	321.47
EFTPS Online Payment		FICA	Payroll Taxes	11,154.06
Eakes Office Products	8916234	Binders	Supplies & Postage	16.17
Family Heritage		FAMILY HERITAGE	Health/Life/Acc Insuranc	25.50
Hire Right Solutions	P120360C	Annual Fee	Miscellaneous Expense	301.15
Nebraska Child Support Payment Center		CHILD SUPPORT-NE	Child Support	899.09
Register of Deeds		Filing Fee CUP	Filing Fees	10.00
Schaper and White Law Firm	2147	Filing Fees	Filing Fees	64.00
State Income Tax WH NE Online Paymei		STATE	Payroll Taxes	2,141.55
State Income Tax WH NE Online Paymei		STATE	Payroll Taxes	1,196.46
Statewide Collection LLC		Wage Garnishment-Plaintiff	Wage Garnishment	2.77
TX Child Support SDU		CHILD SUPPORT-TX	Child Support	161.54
Verizon Wireless		telephone	Telephone/Internet	40.01
			Total General	\$65,109.32
Municipal Building				
Black Hills Energy		Utilities-Gas	Utilities	447.95
Broken Bow Municipal Utilities			Utilities	395.36
Card Services 0583		training meeting expense, supplies	Supplies & Postage	28.09
Kirkpatrick Cleaning Solutions	13298	supplies	Building Cleaning Suppli	43.38
			Total Municipal Building	\$914.78
Handi Bus				
Century Link			Telephone/Internet	86.18
Century Link			Telephone/Internet	54.04
Verizon Wireless		telephone	Telephone/Internet	35.77
Whoa & Go - West		fuel	Gas and Oil	595.22
			Total Handi Bus	\$771.21
Police				

Check Approval List - GL Account

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City of Broken Bow

Page 2 of 3

<u>Vendor Name</u>	<u>Invoice</u>	<u>Invoice Description</u>	<u>Account Description</u>	<u>Amount</u>
Police				
Black Hills Energy		Utilities-Gas	Utilities	247.62
Broken Bow Municipal Utilities			Utilities	330.17
Broken Bow Municipal Utilities			Dog Care	96.89
Century Link			Telephone/Internet	190.91
Great Plains Communications		internet	Telephone/Internet	185.00
Hometown Leasing	May	copier lease	Copier Maint/Expense	116.65
Mid-States Organized Crime Info. Center	4317-in	annual fee	Association Dues	100.00
Steve Scott		supplies, cake 408, meals 402	Training & Meeting Expe	32.39
Steve Scott		supplies, cake 408, meals 402	Supplies & Postage	88.50
Trotter Service		fuel	Gas and Oil	480.77
Whoa & Go - West		fuel	Gas and Oil	290.33
			Total Police	\$2,159.23
Rescue Unit				
Bound Tree Medical	112634	medical supplies	Ambulance Supplies	856.64
Broken Bow Ambulance Service	Inv 809, 5	NEMSA	Education and Training	570.00
Card Services 0591		Fire/Ems CC	Conference	250.00
Card Services 0591		Fire/Ems CC	Supplies & Postage	88.79
Card Services 0591		Fire/Ems CC	Building Cleaning Suppli	15.78
Card Services 0591		Fire/Ems CC	Gas and Oil	75.00
Card Services 0591		Fire/Ems CC	Ambulance Supplies	325.55
Card Services 0591		Fire/Ems CC	Equipment Purchases	60.00
Island Supply Welding Co.		oxygen	Ambulance Supplies	51.20
RT Ace, LLC		padlock	Equipment Purchases	7.60
Ranchland Ford	121695	batteries x2 for 99.2	Maint/Repair Equipment	391.90
Stryker Sales, LLC	4156220,		Gifts/Donations/Memoriz	6,199.58
Stryker Sales, LLC	4156220,		Miscellaneous Income	49,467.94
Trotter Service		diesel	Gas and Oil	63.33
Verizon Wireless		telephone	Telephone/Internet	80.02
Whoa & Go - West		fuel	Gas and Oil	8.90
			Total Rescue Unit	\$58,512.23
Fire				
Card Services 0591		Fire/Ems CC	Gas and Oil	113.87
Card Services 0591		Fire/Ems CC	Equipment Purchases	16.04
Card Services 0591		Fire/Ems CC	Equipment Purchases	60.00
Trotter Service		diesel	Gas and Oil	60.83
Verizon Wireless		telephone	Telephone/Internet	42.94
Verizon Wireless		telephone	Telephone/Internet	40.01
Whoa & Go - West			Gas and Oil	23.37
			Total Fire	\$357.06
Library				
Biblionix	inv# 1009	tech support/ subs	Tech Support/Subscripti	2,090.00
Broken Bow Municipal Utilities			Utilities	1,154.61
Century Link			Telephone/Internet	117.29
Cooking Light		materials	Book Purchases	25.00
Eakes Office Solutions		supplies- paper	Supplies & Postage	58.99
Family Handyman		materials	Book Purchases	20.00
Hometown Leasing		copier lease	Copier Maint/Expense	78.57
Ingram Library Services		materials	Book Purchases	1,583.45
Midwest Living		materials	Book Purchases	25.00
Presto X Company	Inv# 5822	monthly service	Maintenance & Repair B	65.90
Sports Illustrated Kids		materials	Book Purchases	65.96
The Atlantic		materials	Book Purchases	69.95
			Total Library	\$5,354.72
Street				

Check Approval List - GL Account

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City of Broken Bow

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Vendor Name	Invoice	Invoice Description	Account Description	Amount
Street				
A to Z Lawn Pro	75288	chemical totes	Chemicals	180.00
Barco Products	in-248779	sign stands	Street Signs	495.00
Broken Bow Municipal Utilities			Utilities	1,533.24
Card Services 4834		signs, equipment repairs	Maint/Repair Equipment	360.54
Card Services 4834		signs, equipment repairs	Street Signals/Maintena	264.78
Century Link			Telephone/Internet	49.47
Century Link			Telephone/Internet	62.61
Gateway Motors Inc	11337	3/4 ton pickup	Equipment Purchases	54,006.00
Great Plains Communications		internet	Telephone/Internet	37.96
Grocery Kart	Acct# 583	training	Training & Meeting Expe	17.98
Myers Construction Co	8140,814	snow removal, road materials	Snow Removal	3,052.50
Myers Construction Co	8140,814	snow removal, road materials	Road Materials	1,313.76
RT Ace, LLC	656246, 6	maint of equipment	Maint/Repair Equipment	70.75
RT Ace, LLC	656246, 6	maint of equipment	Maint/Repair Equipment	64.96
Trotter Service		gas and oil	Gas and Oil	1,290.85
Verizon Wireless		telephone	Telephone/Internet	42.94
Wenquist Inc.	392603	fuel filter	Maint/Repair Equipment	76.69
			Total Street	\$62,920.03
Park				
Brian Keezer		Travel expense	Training & Meeting Expe	11.40
Brian Keezer		maint repair grounds	Maintenance/Repair Grc	3,707.02
Broken Bow Municipal Utilities			Utilities	1,263.86
Broken Bow Municipal Utilities			Utilities	754.73
Card Services 4834		signs, equipment repairs	Maint/Repair Equipment	378.26
Card Services 4834		signs, equipment repairs	Maintenance/Repair Grc	772.45
Carquest of Broken Bow		maint repair equip	Maint/Repair Equipment	419.32
Century Link			Telephone/Internet	49.47
Century Link			Telephone/Internet	62.60
Great Plains Communications		internet	Telephone/Internet	37.96
Matheson Tri-Gas Inc	00294943	contact tip	Maint/Repair Equipment	12.40
RT Ace, LLC	21887	maintpair equip	Maint/Repair Equipment	119.90
RT Ace, LLC	21887	maintpair equip	Maintenance/Repair Grc	95.73
Trotter Service		gas and oil	Gas and Oil	2,703.26
Verizon Wireless		telephone	Telephone/Internet	42.94
			Total Park	\$10,431.30
Swimming Pool				
Broken Bow Municipal Utilities			Utilities	114.03
Card Services 4834		signs, equipment repairs	Maint/Repair Equipment	104.11
Century Link		Basic & credit card	Telephone/Internet	132.23
Jennifer Jackson			Red Cross Training	65.80
Jennifer Jackson			Red Cross Training	152.07
Jennifer Jackson			Red Cross Training	411.24
			Total Swimming Pool	\$979.48
Sanitation				
Broken Bow Municipal Utilities			Utilities	54.25
			Total Sanitation	\$54.25
ST Infra/Capital				
JEO	Inv# 1482	Phase II Water System Mapping	Sales Tax Infra Projects	7,794.58
			Total ST Infra/Capital	\$7,794.58
				\$215,358.19

Report Selection: Check Approval List - GL Account
 Date Range Selection: GL Posting Date
 Starting Date: 4/10/2024
 Ending Date: 4/23/2024
 Banks: All
 Bank Acct#:
 Include Printed Checks: ☒

B. - Weekly Payroll
 \$63,208.86



Broken Bow Ambulance Service

1848 South G Street, Broken Bow, NE 68822

Phone: 308-872-1253 □ Fax: 308-767-2651

Andy Holland, Emergency Service Director

David Baltz EMS Chief

Official Roster Effective on March 12, 2024

1. Doyle Woods	EMT
2. Londa Woods	EMT
3. Andrew C Holland	EMT
4. Bobbie Summerford	EMT
5. Lawrence Stump	Paramedic
6. Kacey Finney	EMT
7. Jacob Karmazin	EMT
8. Rebeka Anderson	EMT
9. Dennis Schiller	EMT
10. David Baltz	Paramedic
11. Ahren Finney	EMT
12. Cody Neville	Non-Healthcare
14. Mishele Wooters	EMT
15. Wade Williams	EMT- A
16. Kelvin Kreitman	EMT- A
17. Lance Oatman	EMT
18. Jess Hightower	EMT
19. Christina Watson	EMT
20. Troy Mack	EMT
21. Tyler Edwards	EMT

April 23, 2024 to June 1, 2024

Students

Mike Jilg	Madison Siedschlag
Chad Hempstead	Elizabeth Baumgartner
Reed Scheafer	

EMS Chief

Date:

4-17-2024

Emergency Services Director

Date:

4-17-2024



APPLICATION FOR A CONDITIONAL USE PERMIT

Instructions:

1. Fill out application form completely. Please print or type. Use additional sheets if needed.
2. Please provide a layout of the proposed request.
3. Please provide a layout of property layout.
4. Please provide a copy of the deed for the current property.
5. Submit a list of property owners within 300 feet, prepared by a certified abstractor.
6. Filing fee \$150.00. Make check payable to the City of Broken Bow.

1. Applicant's name: Clyde Arnold
2. Applicant's address: 2291 Memorial Dr. Broken Bow
3. Telephone (business): _____ (Home): 308-872-2147
4. Present use of the property: Agricultural
5. Desired use of the property: Farm Implementation Sales and Service
6. Present Zoning: A1, Agricultural District
7. Legal description of property: see attached
8. Under what provisions of the zoning regulations are you seeking this permit?
Sec. 5.1.04 (18), Farm Implementation sales and repair
9. For how many years are you seeking this permit (5 years, 10 years, etc)? life of the project
10. Explain in detail what you propose to do:

The project is on a 25-acre parcel with a 30,000sf building, parking, and equipment display area. It will be connected to public water and private sewer. The vehicular access is proposed

via Hwy 2. If NDOT does not permit said access, then the project will take access via Memorial Drive. All drives will be designed and constructed for the anticipated traffic type and volumes.

11. How are adjoining properties used? Indicate both zoning district designations and actual uses.
North Ag South church
East Ag West Ag, farm houses, veterinary hospital

This authorizes the City Zoning Administrator to enter upon the property during normal working hours for the purpose of becoming familiar with the proposed situation. The Administrator may be accompanied by members of the City Council and/or the Planning Commission.

Clyde E. Arnold
Owner's Signature

For Office Use Only:

Application Approved _____ Not Approved _____

Accepted by _____ Date _____

Payment received: mo. _____ day. _____ yr. _____ Cash _____ Check # & Amount _____

Untitled Map

Write a description for your map.

Legend

- Berean Bible Church
- Grassland Veterinary Hospital

Site Zoning Information:

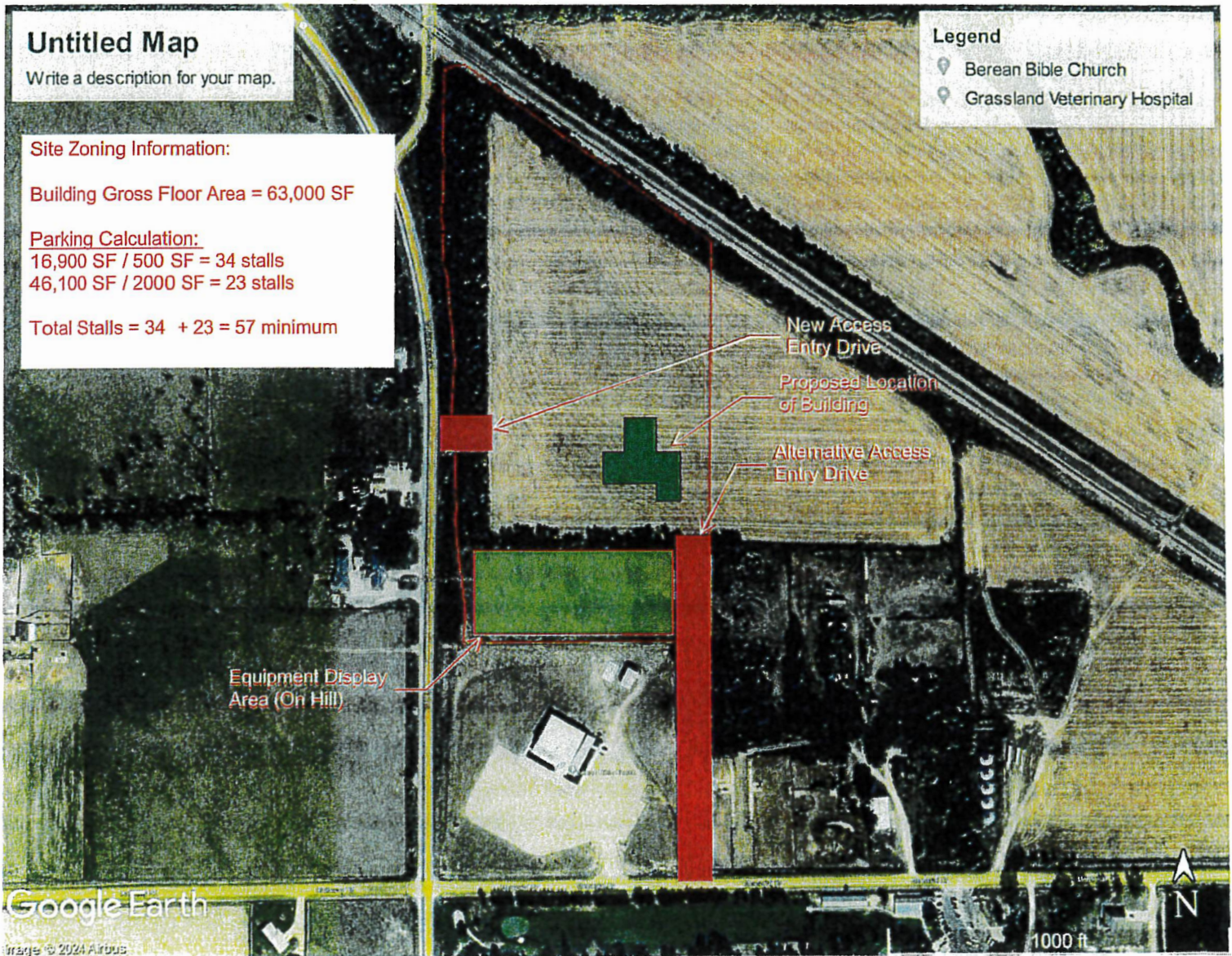
Building Gross Floor Area = 63,000 SF

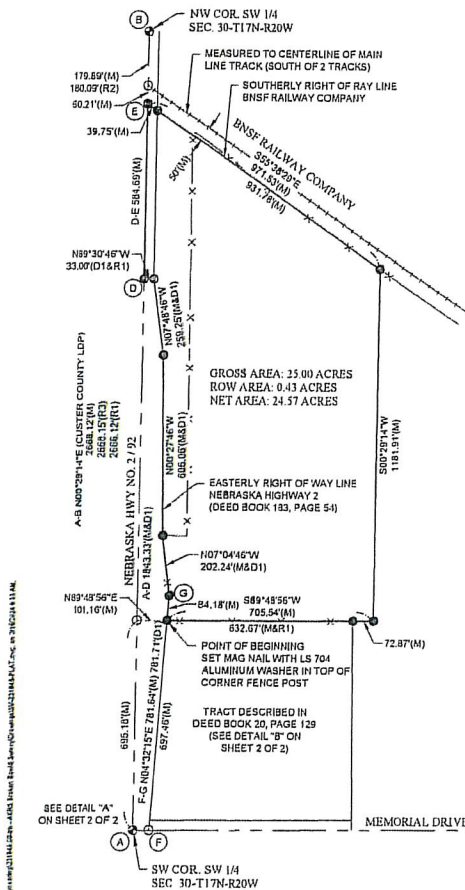
Parking Calculation:

16,900 SF / 500 SF = 34 stalls

46,100 SF / 2000 SF = 23 stalls

Total Stalls = 34 + 23 = 57 minimum





LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 17 NORTH, RANGE 20 WEST OF THE SIXTH P.M., CUSTER COUNTY, NEBRASKA; REFERRING TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 30; THENCE N00°29'14"E (BASIS OF BEARING BEING THE CUSTER COUNTY LOW DISTORTION PROJECTION) ON THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 655.18 FEET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF A TRACT OF LAND DESCRIBED IN DEED BOOK 20, PAGE 129; THENCE N89°48'55"E, ON SAID WESTERLY EXTENSION, A DISTANCE OF 101.16 FEET TO THE EASTERLY RIGHT OF WAY LINE OF NEBRASKA HIGHWAY 2, AS DESCRIBED AND RECORDED IN DEED BOOK 183, PAGE 54, AND THE POINT OF BEGINNING; THENCE NORTHERLY ON SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING FOUR (4) COURSES: N04°32'15"E, A DISTANCE OF 84.18 FEET, N07°04'48"W, A DISTANCE OF 202.24 FEET, N00°27'46"W, A DISTANCE OF 606.06 FEET, N07°48'45"W, A DISTANCE OF 259.25 FEET; THENCE N89°30'46"W, PERPENDICULAR TO SAID WEST LINE OF THE SOUTHWEST QUARTER, A DISTANCE OF 33.00 FEET TO SAID WEST LINE; THENCE N00°29'14"E ON SAID WEST LINE, A DISTANCE OF 564.69 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE BNSF RAILWAY COMPANY; THENCE S89°38'23"E ON SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 971.53 FEET; THENCE S00°29'14"W, PARALLEL WITH SAID WEST LINE, A DISTANCE OF 1181.91 FEET TO THE EASTERLY EXTENSION OF SAID NORTH LINE; THENCE S89°48'55"W ON SAID NORTHERLY LINE AND ITS EASTERLY EXTENSION, A DISTANCE OF 705.54 FEET TO THE POINT OF BEGINNING, CONTAINING 25.00 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA; THAT THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH THE LAND SURVEYORS REGULATION ACT IN EFFECT AT THE TIME OF THIS SURVEY; THAT THIS SURVEY WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION, AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

ADAM J. GOERTZEN, LS 704



LEGEND

- MONUMENT FOUND
- MONUMENT SET
- CALCULATED POINT
- D DEEDED DISTANCE
- D1 DEEDED DISTANCE (DEED BOOK 183, PAGE 54)
- G GOVERNMENT DISTANCE
- M MEASURED DISTANCE
- P PLATTED DISTANCE
- R RECORDED DISTANCE
- R1 RECORDED DISTANCE (DOUGLAS BRUSH 10/07/2013)
- R2 RECORDED DISTANCE (JAY GORMLEY 5/12/2019)
- R3 RECORDED DISTANCE (DOUGLAS STEVENSON 10/22/2018)

VICINITY SKETCH

CUSTER COUNTY,
NEBRASKA
R20W



GRAPHIC SCALE

NOTE: ALL BEARINGS ARE REFERENCED TO THE CUSTER COUNTY LOW DISTORTION PROJECTION (LDP)

REPOSITORY STAMP



PART OF THE SW1/4 SEC 30, T17N,
R20W OF THE 6TH P.M.,
CUSTER COUNTY, NEBRASKA

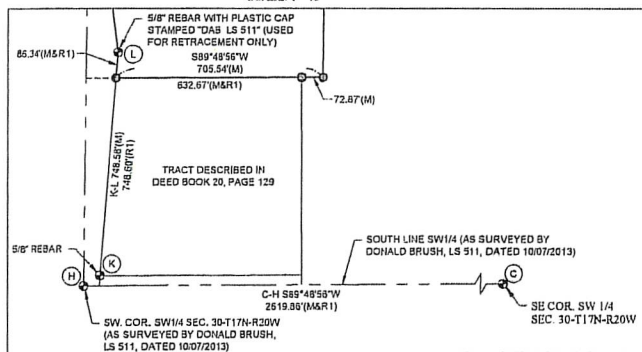
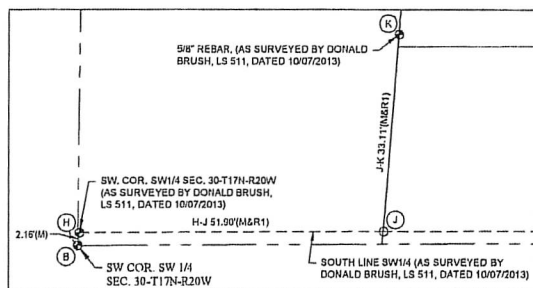
SURVEY RECORD

PROJECT NO. 2318-04-00
DATE 2/16/2024
DRAWN BY JAS
FILE NAME 231804PLAT.dwg
FIELD BOOK B SCOV R3 (CJ)
FIELD SHEET 33/AP
SURVEY FILE NO.



PART OF THE SW 1/4 SEC 30, T17N,
R20W OF THE 6TH P.M.,
CUSTER COUNTY, NEBRASKA

SURVEY RECORD



CORNER TIES:

A NW CORNER SW 1/4 SECTION 30-T17N-R20W

FOUND A 3/4" REBAR, AS RECORDED ON A SURVEY PLAT BY DONALD BRUSH, LS 511, DATED 10/07/2013, IN NORTH-SOUTH ASPHALT ROAD, 5' DEEP
NNE 100.43' TO A BOLT AND WASHER FOUND IN THE SW FACE OF A POWER POLE (8.5' ABOVE GROUND)
E 33.47' TO THE NEAR FACE OF A CONCRETE WITNESS CORNER FOUND IN BOTTOM OF DITCH
SE 41.71' TO A BOLT WITH WASHER FOUND IN THE NE FACE OF A POWER POLE (8' ABOVE GROUND)
W 32.60' TO THE EAST SIDE OF A 1/2" BEVIT REBAR FOUND IN THE TOP OF A CONCRETE WITNESS CORNER, 0.1' BELOW GROUND AT BOTTOM OF SHOULDER
N 3' TO A FENCE LINE EAST
E 1' TO THE CENTERLINE OF A NORTH-SOUTH ASPHALT ROAD

B SW CORNER SW 1/4 SECTION 30-T17N-R20W

FOUND 5/8" IRON BAR, AS RECORDED ON A SURVEY PLAT BY DOUGLAS STEVENSON, LS 485, DATED 10/22/2018, FLUSH WITH ASPHALT SURFACE OF NORTH-SOUTH HIGHWAY
ENE 105.56' TO THE CENTER OF TOP NUT OF A FIRE HYDRANT
SE 39.27' TO THE NEAR CORNER OF A CONCRETE ROW MARKER
SW 72.87' TO A NAIL "X" FOUND IN THE TOP OF A CORNER FENCE POST
NNW 93.06' TO A PUNCH HOLE FOUND IN THE TOP OF A CONCRETE ROW MARKER
N 2.16' TO AN ALUMINUM CAP, FLUSH WITH ASPHALT SURFACE
E 2' TO THE CENTERLINE OF NORTH-SOUTH ASPHALT ROAD

C SE CORNER SW 1/4 SECTION 30-T17N-R20W

FOUND ALUMINUM CAP, AS RECORDED ON A SURVEY PLAT BY DONALD BRUSH, LS 511, DATED 10/07/2013, (UNABLE TO READ), FLUSH WITH SURFACE OF EAST-WEST ASPHALT ROAD
NE 59.23' TO A NAIL IN ALUMINUM DISK FOUND IN THE SE FACE OF A FENCE POST (AT GRADE)
S 51.74' TO A NAIL IN ALUMINUM DISK FOUND IN THE WEST FACE OF CORNER FENCE POST (1' ABOVE GROUND)
NW 58.11' TO A NAIL FOUND IN THE TOP OF A FENCE POST
NNW 41.21' TO A NAIL FOUND IN THE WEST FACE OF A FENCE POST (1' ABOVE GROUND)
S 0.5' TO THE CENTERLINE OF AN EAST-WEST ASPHALT ROAD
W 15' TO THE CENTERLINE OF A GRAVEL ROAD SOUTH
IN LINE WITH FENCE LINE NORTH

SURVEYOR'S REPORT:

THIS SURVEY WAS PERFORMED AT THE REQUEST OF CLYDE ARNOLO. THE PURPOSE OF THIS SURVEY WAS TO ESTABLISH THE PERIMETER AND CREATE A METES AND BOUNDS DESCRIPTION OF A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 17 NORTH, RANGE 20 WEST OF THE 6TH P.M., CUSTER COUNTY, NEBRASKA.

EXISTING MONUMENTS OF RECORD WERE FOUND AT LOCATIONS SHOWN ON THIS PLAT. ALL MONUMENTS FOUND ARE DESCRIBED ON THIS PLAT, OR NOTED IN THE CORNER TIES. ALL MONUMENTS SET ARE A 3/8" BY 2 1/4" REBAR WITH A PLASTIC CAP STAMPED "GOERTZEN LS. 704", EXCEPT FOR POINT "E" IS A MAG SPIKE WITH AN ALUMINUM WASHER STAMPED "A. GOERTZEN, LS 704".

AT SOUTHWEST CORNER OF SAID SECTION 30, I FOUND A 5/8" IRON ROD IN THE SURFACE OF ASPHALT, AS ESTABLISHED BY DOUGLAS J. STEVENSON, CUSTER COUNTY SURVEYOR, LS 485, ON A SURVEY DATED OCTOBER 22, 2018. THIS CORNER FALLS 2.16 FEET SOUTH OF A MONUMENT USED BY DONALD A. BRUSH, LS 511, ON A SURVEY DATED OCTOBER 7, 2013, AS MARKING THE SAME CORNER. THE SURVEY PERFORMED BY DONALD A. BRUSH SURVEYED A 10.522 ACRE TRACT IN THE SOUTHWEST QUARTER OF SECTION 30, AND SAID TRACT IS DESCRIBED AND RECORDED IN DEED BOOK 20, PAGE 129. THE 10.522 ACRE TRACT HAS BEEN IMPROVED, AND I FOUND BARBED WIRE FENCES ALONG THE NORTH AND EAST LINES. I ALSO FOUND THAT THE NORTHWEST AND NORTHEAST CORNERS OF SAID TRACT HAVE BEEN DISTURBED BY THE CONSTRUCTION OF SAID BARBED WIRE FENCE. AFTER REVIEWING THE EVIDENCE AND DISCUSSING THE SITUATION WITH DONALD BRUSH, I REESTABLISHED THE NORTH LINE OF DONALD A. BRUSH'S SURVEY AS ORIGINALLY SURVEYED, WHICH FOLLOWS THE EAST-WEST FENCE LINE LOCATED ALONG THE NORTH LINE OF SAID PREVIOUSLY DESCRIBED TRACT, AS THE INTENDED PROPERTY LINE LOCATION. I ALSO USED THE ALUMINUM CAP ON THE DONALD BRUSH SURVEY FOR THE SW CORNER OF SECTION 30 FOR RETRACEMENT PURPOSES ONLY.

ALL LINES WERE PRODUCED AND ANGLES AND DISTANCES MEASURED WITH A TRIMBLE R121 GNSS RECEIVER.

PROJECT NO. 231848.00
DATE 2/16/2024
DRAWN BY JAS
REVISIONS
BY DATE
FILED BOOK 20, PAGE 129
FILED CREDIT BSI/AP
SURVEY FILE NO.

2 OF 2

RESOLUTION 2024-03

A RESOLUTION DIRECTING THE SALE OF SURPLUS PERSONAL PROPERTY OF THE CITY OF BROKEN BOW, NEBRASKA.

WHEREAS, the City of Broken Bow does have in its possession certain property deemed to be surplus property to the City, with a fair market value of less than \$5,000, and wishes to dispose of this property; and

WHEREAS, State Statute 17-503.02 allows for the sale of surplus personal property by posting the sale in three prominent places within the City for a period of not less than seven days prior to the sale; and

WHEREAS, the sale will be conducted as a sealed bid auction with the following instructions:

- 1) Bids must be submitted in a sealed envelope, on a City Bid Sheet. The envelope must be marked on the front, with the year, make and model of the vehicle or name of property being bid on, to the City Clerk at the Municipal Building, 314 South 10th Avenue in Broken Bow.
- 2) Only one bid shall be submitted per envelope.
- 3) Bids will be accepted through May 10, 2024 at 5:00 p.m.
- 4) Sealed bids will be open at the City Council Meeting held in Broken Bow Municipal Auditorium on May 14, 2024, meeting commencing at 6:00 P.M. and the high bidder will be notified of their successful bid as soon as possible.
- 5) The high bidder, regardless of city staff's ability to contact such bidder, will have until May 21, 2024 to make full payment. The failure to make such payment will result in either, a) the City accepting the next highest bid, or b) the City rejecting all bids and canceling the sale.
- 6) The City reserved the right to reject all bids for said property.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Broken Bow that the following City property be sold according to the terms listed above:

Department	Quantity Available	Item Description	Item ID	Minimum Bid
Electrical	1	1990 Chevy 1500	2024-03-101	NA
	1	2000 Chevy 2500	2024-03-102	NA
	1	2006 Backhoe attachment to Trencher that went on a RT55.	2024-03-103	NA

Street/Parks	1	Rhino Bushhog (bad gear-box)	2024-03-104	NA
	1	Backhoe Grapple Forks	2024-03-105	NA
	1	Ford Sickle Bar Mower	2024-03-106	NA
Library	1	Older Podium- music stand style	2024-03-107	NA
	1	Popcorn maker	2024-03-108	NA
	1	Older Nobilis Computer Tower	2024-03-109	NA
	2	Older Computer Monitors	2024-03-110	NA
	1	Computer Charging Station	2024-03-111	NA
	5	Older HP laptops with power cords	2024-03-112	NA
	1	Pair of old headphones	2024-03-113	NA
	2	Wired computer mouse	2024-03-114	NA
	2	Roller ball style wired computer mouse	2024-03-115	NA
	1	Rock tumbler/polisher	2024-03-116	NA
	2	Nintendo Wii console	2024-03-117	NA
	8	Nintendo Wii remotes	2024-03-118	NA
	1	Nintendo Wii game - Dance, Dance Revolution with mat	2024-03-119	NA
	1	Nintendo Wii game - Guitar Hero with guitar	2024-03-120	NA
	2	Nintendo Wii game - Wii Sports	2024-03-121	NA
	1	Nintendo Wii game - Guinness World Records	2024-03-122	NA
	1	Nintendo Wii game - Mario Party 8	2024-03-123	NA
	1	Nintendo Wii game - Wii Play	2024-03-124	NA
	1	Nintendo Wii game - Rig Racer 2	2024-03-125	NA
	1	Nintendo Wii game - Batman	2024-03-126	NA
	1	Nintendo Wii game - The Spiderwick Chronicles	2024-03-127	NA
	1	Nintendo Wii game - Super Smashbrothers Brawl	2024-03-128	NA
	1	Nintendo Wii game - Carnival Games	2024-03-129	NA
	1	Nintendo Wii game - Tony Hawk's Downhill Jam	2024-03-130	NA
Police	1	2012 Chevy Impala VIN 2G1WD5E3XC1247185	2024-03-131	NA
	1	2012 Chevy Impala VIN 2G1WD5E35C1247692	2024-03-132	NA
	1	2012 Chevy Impala VIN 2G1WD5E31E1160911	2024-03-133	NA

PASSED AND APPROVED this 23rd day of April, 2024

Rodney W. Sonnichsen, Mayor

Attest:

Jennifer A. Waterhouse, City Clerk

BID SHEET

Name: _____

Address: _____

Telephone: _____

Item Description I am Bidding on: _____

Item ID Number: _____

My Bid Amount: \$_____

Items Available:

Department	Quantity Available	Item Description	Item ID	Minimum Bid
Electrical	1	1990 Chevy 1500	2024-03-101	NA
	1	2000 Chevy 2500	2024-03-102	NA
	1	2006 Backhoe attachment to Trencher that went on a RT55.	2024-03-103	NA
Street/Parks	1	Rhino Bushhog (bad gear-box)	2024-03-104	NA
	1	Backhoe Grapple Forks	2024-03-105	NA
	1	Ford Sickle Bar Mower	2024-03-106	NA
Library	1	Older Podium- music stand style	2024-03-107	NA
	1	Popcorn maker	2024-03-108	NA
	1	Older Nobilis Computer Tower	2024-03-109	NA
	2	Older Computer Monitors	2024-03-110	NA
	1	Computer Charging Station	2024-03-111	NA
	5	Older HP laptops with power cords	2024-03-112	NA
	1	Pair of old headphones	2024-03-113	NA
	2	Wired computer mouse	2024-03-114	NA
	2	Roller ball style wired computer mouse	2024-03-115	NA
	1	Rock tumbler/polisher	2024-03-116	NA
	2	Nintendo Wii console	2024-03-117	NA
	8	Nintendo Wii remotes	2024-03-118	NA
	1	Nintendo Wii game - Dance, Dance Revolution with mat	2024-03-119	NA
	1	Nintendo Wii game - Guitar Hero with guitar	2024-03-120	NA
	2	Nintendo Wii game - Wii Sports	2024-03-121	NA
	1	Nintendo Wii game - Guinness World Records	2024-03-122	NA
	1	Nintendo Wii game - Mario Party 8	2024-03-123	NA
	1	Nintendo Wii game - Wii Play	2024-03-124	NA
	1	Nintendo Wii game - Rig Racer 2	2024-03-125	NA
	1	Nintendo Wii game - Batman	2024-03-126	NA
	1	Nintendo Wii game - The Spiderwick Chronicles	2024-03-127	NA
	1	Nintendo Wii game - Super Smashbrothers Brawl	2024-03-128	NA
	1	Nintendo Wii game - Carnival Games	2024-03-129	NA
	1	Nintendo Wii game - Tony Hawk's Downhill Jam	2024-03-130	NA

Police	1	2012 Chevy Impala VIN 2G1WD5E3XC1247185	2024-03-131	NA
	1	2012 Chevy Impala VIN 2G1WD5E35C1247692	2024-03-132	NA
	1	2012 Chevy Impala VIN 2G1WD5E31E1160911	2024-03-133	NA

I understand that the City is accepting sealed bids through May 10, 2024, at 5:00 pm., and that all bids shall be submitted to the City Clerk at the Municipal Building, 314 South 10th Avenue in Broken Bow. I understand that all bids will be opened on May 14, 2024, at 6:00 p.m., and that the highest bidders will be notified as soon as possible, and will be required to submit full payment by 5:00 p.m. on May 21, 2024. I understand that all vehicles and property are sold "as is", with no warranty or assurances by or from the City of Broken Bow.

Signature

Date



Andrew Snodgrass, Manager
PO Box 65
Nebraska City, NE 68410
Phone: 402.209.3152
Email: contact@frbilling.org

Agreement

This agreement is entered into and effective this ____ day of _____, 20____ by First Response Billing Associates, LLC, hereinafter referred to as "First Response Billing", and _____, hereinafter referred to as "Client".

It is therefore, agreed, in consideration of the mutual promises, covenants and conditions set forth herein as follows:

1. Terms. First Response Billing shall provide to Client billing services as set forth in details below, commencing the ____ day of _____, 20____, and the agreement shall continue until modified in writing, or until terminated.
2. First Response Billing warrants and represents that it is knowledgeable and experienced in the Billing Services and the operation of data facilities and has available sufficient skilled personnel, materials, and equipment to perform the Billing Services required hereunder in an efficient and timely manner and in accordance with the provisions of this Agreement. First Response Billing shall have necessary manpower to perform the Billing Services and shall perform the Billing Services on a timely basis. Time is of the essence with respect to First Response Billing's performance of its obligations under this Agreement.
3. First Response Billing, its employees and/or agents, including First Response Billing Representative, and any and all other representatives of First Response Billing shall, at all times, conduct operations in such a manner that their respective actions will not jeopardize the Client or its public relations with the general public and the community in which the Billing Services is to be performed.
4. Billing Services to be Provided. First Response Billing will provide the following billing services on behalf of the Client as follows:
 - a. Verify billing information.
 - b. Invoice all private payment patients and all insurance carriers including, but not limited to, public and private health insurance, Medicare, Medicaid, automotive liability, workers' compensation, and homeowners' insurance carriers.
 - c. Provide all appropriate HCPCS, ICD10, condition codes and modifiers.
 - d. Prepare and mail invoices to private patients and submit appropriate claim forms to public and/or private insurance carriers or other responsible party.
 - e. Provide to private patients at least three billings reflecting their account balance (if unpaid).
 - f. Research and verify overpayments. If a refund is required, First Response Billing will notify Client.
 - g. Coordinate, correspond and reply to all inquiries from patients and insurance carriers.
 - h. Obtain status reports on claim processing from all insurance carriers.
 - i. Provide customer service during open business hours.
 - j. Provide contract completion for participating agreements with insurance companies based upon information provided by Client and act as authorized representative.
 - k. Provide cash posting services.
 - l. Provide to Client, itemized details of all debit and credit transactions as well as a year-to-date statement summary to be provided to Client no later than the 10th business day of the following month.
 - m. First Response Billing provides ambulance billing services and may assist Client. First Response Billing does not provide legal advice, tax advice, or other professional services other than those specified in items A through K above.

- n. First Response Billing shall at all times properly protect the property of the Client and the property wherein all Billing Services contemplated hereunder is to be performed.
5. Compensation. Client agrees to compensate First Response Billing for its billing services provided above monthly in the amount equal to fifteen percent (15%) of amounts actually collected by First Response Billing and/or any collection or recovery agency acting on behalf of Client in the previous month.
6. First Response Billing shall invoice Client for its compensation no later than the 10th day of the following month in which payments or insurance proceeds are received and Client agrees to pay said invoice within thirty (30) days. The acceptance by First Response Billing or payment under this Agreement shall constitute and operate as a release of the First Response Billing from any and all claims for any liability for anything theretofore done or furnished for or relating to or arising out of the Billing Services done under this Agreement relating to such payment.
7. Finance Charge. Invoices unpaid after sixty (60) days are subject to a monthly interest charge of 1.5% unless in dispute.
8. Client Duties:
 - a. Client is structured and operates in accordance with local, state, and federal statutes.
 - b. Client agrees to provide First Response Billing the information and documents necessary to enroll, keep current or update enrollments with insurance carriers including Medicare, Medicaid, and commercial insurance carriers.
 - c. Client agrees to provide First Response Billing for each EMS response or ambulance call with the information required to appropriately bill claims. The required documentation includes but is not limited to 1) a signed patient authorization/claim submission form, 2) the demographic sheet from the hospital/facility where the patient has been transported to, and 3) a completed EMS Run form. These may be either submitted electronically or via the United States Postal Service on or before the 10th of each month. Documentation is encouraged to be sent or uploaded once thirty (30) or more runs are ready to be billed.
 - d. Client agrees to notify First Response Billing of any changes to personnel, department licensing, or ambulance purchases or changes. Client also agrees to provide and/or update a responder signature log to First Response Billing when requested.
 - e. Client agrees to notify First Response Billing in writing within sixty (60) days of any discrepancy in deposit amount, receipt of deposit, direct payments reported or other questions regarding the Clients monies or invoice to the date of the report. First Response Billing is not liable or responsible for discrepancies not reported in a timely manner.
 - f. When a refund is issued, Client will send a copy of the refund check to First Response Billing so that account can be updated.
9. Payment Collection Procedures:
 - a. First Response Billing shall provide that payments on all claims shall be made in the name of the Client and claims payments forwarded to First Response Billing. Client agrees to provide First Response Billing bank deposit slips. First Response Billing will endorse all payments claims, "for deposit only to Client's bank" and cause all claim payments to be deposited in Client's account not less than once a month.
 - b. Client agrees to provide First Response Billing a monthly bank statement for claims processing of direct deposit payments.
 - c. If the Client makes deposits directly and does not forward payment information to First Response Billing, there will be a twenty-five-dollar (\$25) charge per item for searching and recording payments.
 - d. Should it become necessary for the Client to bring legal action by virtue of any disagreement between the parties to this Agreement, it shall be entitled to receive, in addition to any other amount, a reasonable sum for attorney's fees, together with the costs thereby incurred, should it prevail in whole or in part in such action.
10. Termination. This agreement may be terminated by either party giving the other party ninety (90) days written notice of its intent to terminate. During said 90-day period, this agreement shall continue in full force and effect. First Response Billing shall be entitled to compensation at the rate set forth above for all billing services provided during that ninety (90) day notice period for any amounts collected at any time by Client as

a result of the billing services provided by First Response Billing. Upon notification of termination of contract, Client's account will immediately be placed on a "cash" basis. Checks received on behalf of the Client will be held in the safe at First Response Billing. First Response Billing will invoice the Client for the check being held and any Electronic Funds Transfer's (EFT) paid to the Client for billings processed by First Response Billing. First Response Billing will mail the "held" checks upon receipt of payment in full of the invoice for those checks and EFT's.

11. First Response Billing retains all documents produced during the billing/payment process and those provided for billing and enrollment by the Client. Upon request at termination, copies may be provided to the Client for an additional fee. Client will remove First Response Billing as the "Billing Agent" from its Medicare and other provider contracts at the end of the 90-day transition period.
12. Modification and Assignment. This agreement shall not be modified by either party unless the terms of modification of this agreement are reduced to writing and signed by both parties. Neither party may assign their rights, obligations, or benefits under the terms of this agreement without first obtaining the written consent of the other party, which consent shall not be unreasonably withheld. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreement, representations, and warranties, both written and oral, with respect to such subject matter.
13. Notices. All notices and information required to be provided by either party to the other shall be in writing and transmitted to the other party via courier service or facsimile to the addresses and facsimile telephone numbers set forth under the signature of both parties to this agreement.
14. Severability. If any section, portion, or clause of this agreement is deemed to be legally unenforceable, such unenforceability shall not validate the remaining provisions of this agreement and such provisions shall remain valid and enforceable against either party.
15. Force Majeure. Neither party shall be responsible for delays in performance occasioned by unforeseeable causes beyond the control of and without the fault or negligence of either party. Such causes may include, but are not limited to, acts of God or the public enemy, terrorism, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos or unusually severe weather. In such circumstances, the party whose performance is affected shall promptly notify the other. Dates or times of performance will be extended to the extent of delays excused by this cause. Neither party will be liable to the other nor deemed to be in breach of the contract for any delay in rendering performance.
16. Contract Manager / Contract Officer. The Client will have up to three authorized managers of the account. It will be the responsibility of Client to notify First Response Billing of any changes to the authorized managers. Only authorized managers will be permitted to:
 - a. Make changes to their account.
 - b. Write off or cancel charges to claims.
 - c. Update or change charge amounts.
 - d. Received communications from First Response Billing.
17. Confidentiality. First Response Billing and Client shall maintain confidentiality of patient medical records in accordance with State and Federal statutes. First Response Billing and Client acknowledges information regarding the other party and its business operations, including, but not limited to, procedures, policies, programs, billing codes and systems, reimbursement and fee schedules, contract, business plans, and other business records is proprietary and confidential. This provision shall survive any termination of this Agreement
 - a. HIPAA. First Response Billing shall fulfill its obligations under this Agreement in compliance with the Privacy Regulations pursuant to Public Law 104-191 of August 21, 1996, the Health Insurance Portability and Accountability Act of 1996, Subtitle F - Administrative Simplification, Section 261, et seq., as amended ("HIPAA"), to protect the privacy of any personally identifiable protected health information that is collected, processed, and/or learned as a result of the Services provided hereunder.

- b. First Response Billing shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the covered entity as required in the regulations;
 - c. Ensure that any agent of First Response Billing, including subcontractor(s), to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect protected health information; and
 - d. Report to Client any security incident of which First Response Billing becomes aware.
- 18. Compliance. First Response Billing shall adhere to all applicable local, state, and federal laws and regulations in effect during the term of this Agreement.
 - a. First Response Billing will conduct its activities and operations in compliance with all state and federal statutes, rules, and regulations applicable to billing activities.
 - b. Client shall conduct its activities, operations, and documentation in compliance with all applicable state and federal statutes, rules, and regulations. Client expressly represents and warrants that it is under no legal impediment to billing or receiving reimbursement for its services.
 - c. Each party is responsible for monitoring and ensuring its own compliance with all applicable state and federal laws and regulations pertaining to billing and reimbursement for its services. However, either party which becomes aware of a violation of any such state or federal law or regulations or a questionable claim or claim practice agrees to notify the other party within thirty (30) days so the other party may appropriately address the matter.
 - d. The parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws and shall be constructed accordingly. The parties further recognize that this Agreement may become subject to or be affected by amendments under such laws and regulations or to new legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement. In the event that any such laws or regulations affecting this Agreement are enacted, amended, or promulgated either party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. In the event that the parties do not agree on such written amendments within thirty (30) days of receipt of the proposed written amendments, then either party may terminate this Agreement without further notice, unless this Agreement would expire earlier by its terms. Reference item 10, the ninety (90) termination period will begin when the desire to terminate by either party is initiated.
- A. INDEMNIFICATION AND HOLD HARMLESS:
 - a. First Response Billing hereby agrees to indemnify, defend, and save harmless Client, its officers, and employees from all liability, including any claim of liability and any losses or costs (including reasonable attorneys' fees) arising out of the negligent or intentional act, reckless or gross negligence of First Response Billing and its officers, or employees, except to the extent occurring from the negligence of the Client.
 - b. Client agrees to defend, indemnify and hold First Response Billing and its officers and employees harmless from and against any and all claims, actions, damages, expenses (including reasonable attorneys' fees), losses or liabilities incurred by or asserted against First Response Billing its officers or employees as a result of this Agreement provided, however, that such duty to defend, indemnify and hold harmless shall not apply to any claim or liability to the extent caused by the negligent or intentional act, recklessness or gross negligence of First Response Billing, its officers or employees.
- B. LIMITED LIABILITY: First Response Billing shall use due care in processing the claims of the Client, but First Response Billing will be responsible only to the extent of correcting any errors which occur within First Response Billing's reasonable control. Such errors will be corrected at no additional charge to Client. This liability of First Response Billing, with respect to this paragraph, shall in any event, be limited to the total compensation for the services provided under this Agreement and shall not include any contingent liability, regardless of the form of action.

- C. Construction. The terms and provisions of this agreement shall be construed according to the laws of the State of Nebraska.
- D. If any term or provision of this Agreement is deemed invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- E. This Agreement shall be binding upon the heirs, executors, successors, administrators and permitted assigns of the parties hereto.
- F. All notices, demands and communications under this Agreement shall be in writing and delivered personally, by overnight delivery service or sent by first class registered, certified mail, postage paid, return receipt requested, addressed to the parties as follows:
To the Client:

To First Response Billing: PO Box 65, Nebraska City, NE 68410

- G. The Client and First Response Billing acknowledge that the First Response Billing is providing services solely as an independent First Response Billing and this Agreement shall not be construed to create any employer/employee, partnership, joint venture, joint employer, or agency relationship between the Client and First Response Billing, as states within the meaning of any Federal or State Unemployment Insurance Laws, Old Age Benefit Laws, Social Security Laws, Fair Labor Standards Act, or otherwise. First Response Billing understands and agrees that, under no circumstances, shall First Response Billing, or its employees and/or agents be or become an employee, agent, partner, or principal of the Client while this Agreement is in effect.
- H. First Response Billing acknowledges that First Response Billing is an equal opportunity employer.
- I. The parties executing this Agreement certify that each has full power and authority to execute and bind their respective companies to the terms and conditions set forth herein. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Nebraska without giving effect to any choice or conflict of law provision or rule.
- J. This Agreement may be executed in several counterparts, and all so executed will constitute one Agreement, binding on the parties hereto even though both parties are not signatories to the original or the same counterpart. Furthermore, the parties may sign and deliver this Agreement by electronic means such as .pdf or similar format. Each party agrees that the delivery of the Agreement by electronic means will have the same force and effect as delivery of original signatures and that each party may use such electronic signature as evidence of the execution and delivery of the Agreement by all parties to the same extent as an original signature.

I have read the above listed terms and conditions and here by agree the Emergency Ambulance Service Billing/Collection Program shall be executed in accordance with the terms and conditions of this Agreement. I further represent that I have been duly authorized to sign and enter into this Agreement.

Signed this _____ day of _____, 20____.

First Response Billing Associates, LLC

Client

Andrew Snodgrass, Manager

PRINTED NAME

TITLE

**CITY OF BROKEN BOW
ORDINANCE NO. 1281**

**AN ORDINANCE OF THE CITY OF BROKEN BOW, NEBRASKA PROVIDING
FOR THE ON-SALE OF ALCOHOLIC LIQUOR IN THE CITY OF BROKEN BOW ON
SUNDAYS.**

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

Section 1. It shall be lawful for duly licensed businesses to sell beer, wine and spirits on Sundays in the Corporate limits of Broken Bow, Nebraska between the hours of 10:00 a.m. Sunday and 1 a.m. Monday. Said sales shall be ON SALE only.

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed

Section 3. This ordinance shall go into force and effect from and after its passage, approval and publication as required by law.

Passed and approved this _____ day of _____, 2024.

Rod Sonnichsen, Mayor

ATTEST:

Jennifer Waterhouse, City Clerk

NOTE: This ordinance pertains to the on-sale sales of alcoholic beverages only. Off-sale of alcoholic beverages (e.g., beer, wine, and spirits) is governed by Ordinance 1053.

Parking Spaces Closed Periodically "As Needed" Until July 1, 2024

