

CITY OF BROKEN BOW CITY COUNCIL AGENDA November 12, 2024 @ 6:00 PM Broken Bow Municipal Building 314 South 10th Ave, 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 (subject to mayoral discretion). 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 November 12th, 2024, which will include the following:
 - a. Approval of Minutes of October 22nd, 2024, Council Meeting
 - **b.** Approval of Bills as Posted
 - c. Approval of Amended Minutes of October 8th, 2024, Council Meeting
 - i. Mistake in original minutes. The amended minutes now state, "Broken Bow Housing Authority Director Anna Martin presented the Annual Housing Authority Report and requested that the FY 2023 Council to waive the PILOT (Payment in Lieu of Taxes) Funds in the amount of \$27,950.18 be waived back to the Broken Bow Housing Authority. She also highlighted their 2023 capital improvements, the future plans for 2024, and the needs they meet throughout the community. She further explained that the PILOT funds will be put into CD's designated for future Housing Authority projects and improvements. Moved by Holland, seconded by Smith to approve the request of waiver of PILOT Funds back to from the Broken Bow Housing Authority in the amount of \$27,950.18. Roll Call vote: Voting aye: Smith, Wassom, and Holland, Nays: None. Motion carried."

F. New Business:

- a. Public Hearing Ordinance 1292, Partial Vacation of 9th Avenue- Council will have consideration of opening a public hearing regarding ordinance 1292, an ordinance providing for the partial vacation of 9th Avenue, specifically the first 125 feet south of South 9th Avenue and South K Street intersection, between parcel 479820 and parcel 1231500 in the City of Broken Bow, Custer County, Nebraska.
- b. Waive Three Readings of Ordinance 1292, Partial Vacation of 9th Avenue Council will have consideration of waiving the three readings of ordinance 1292.

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



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- c. Ordinance 1292, Partial Vacation of 9th Avenue Council will have consideration of approving Ordinance 1292, an ordinance providing for the partial vacation of 9th Avenue, specifically the first 125 feet south of South 9th Avenue and South K Street intersection, between parcel 479820 and parcel 1231500 in the City of Broken Bow, Custer County, Nebraska.
- **d. Public Hearing, Nuisance Property** Council will have consideration of opening a public hearing on the Nuisance Property located at 118 S. 15th Ave.
- e. Nuisance Property Located at 118 S. 15th Ave -Council will have consideration of approving a course of action to be taken for property located at 118 S. 15th Ave.
- **f. Public Hearing, Nuisance Property** Council will have consideration of opening a public hearing on the Nuisance Property located at 139 South 14th Ave.
- g. Nuisance Property Located at 139 South 14th Ave -Council will have consideration of approving a course of action to be taken for property located at 139 South 14th Ave
- h. **Broken Bow Ambulance Bylaws** Council will have consideration of approving the Broken Bow Ambulance Bylaws for 2025.
- i. Accept 2024-2025 Snow Removal Bid Council will have consideration of accepting the bid for the 2024-2025 snow removal.
- **j. Street Superintendent Appointment** Council will have consideration of reappointing Steven Parr from JEO Consulting Group, Inc., License S-859, Class A, as the Street Superintendent from January 1, 2025 December 31, 2025.
- k. Resolution 2024-14, Authorizing the Signing of the Year-End Certification of City Street Superintendent Council will have consideration of approving Resolution 2024-14.
- **l.** City Engineer Appointment Council will have consideration of appointing JEO Consulting Group, Inc. as the City Engineer for the year 2025.
- m. Resolution 2024-15, Authorizing the Sale of S&L Sanitation Service and an agreement to Novate Contract with the New Owner—Council will have consideration of authorizing the sale of S&L Sanitation Service and signing an agreement to novate contract with the new owner.
- **n. Public Hearing Ordinance 1293, Water Rates-** Council will have consideration of opening a public hearing regarding ordinance 1293, Water Rates.
- **o.** Waive Three Readings of Ordinance 1293, Water Rates- Council will have consideration of waiving the three readings of ordinance 1293.

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- p. Ordinance 1293, Water Rates- Council will have consideration of approving Ordinance 1293, Water Rates.
- **q. Public Hearing Ordinance 1294, Sewer Rates-** Council will have consideration of opening a public hearing regarding ordinance 1294, Sewer Rates.
- **r. Waive Three Readings of Ordinance 1294, Sewer Rates-** Council will have consideration of waiving the three readings of ordinance 1294.
- s. Ordinance 1294, Sewer Rates- Council will have consideration of approving Ordinance 1294, Sewer Rates.
- t. Resolution 2024-16, Authorize and Approve the City Administrator to Pursue the Purchase of Real Property, Purchase Agreement and Further Actions—Council will have consideration of authorizing and approving the City Administrator Dave Schmidt to pursue the purchase of real property, purchase agreement, and further actions for property described as the "Broken Bow Armory," parcel ID 001236600 in Broken Bow, Custer County, Nebraska.
- u. Resolution 2024-17, Resolution Authorizing Payments No. 3 for Eagle Crest Subdivision Project #211489- Council will have the consideration of approving payment in the amount of \$409,535.68 to Myers Construction Inc. for work completed to date for the Eagle Crest Subdivision project #211489 for pay application No. 3. Money to be sourced from sales tax infrastructure fund account ending in 168.
- G. Public Comments
- H. Mayor and Council Comments
- I. Adjournment

The Next City Council Meeting Will Be on Tuesday, November 26, 2024 at 6:00 pm in the Broken Bow Municipal Building

Upcoming Events:

- ❖ November 26th Board of Public Works @, 12:30 pm in the Broken Bow Municipal Building
- ❖ November 28th-29th City Offices Closed- Thanksgiving Holiday

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.

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Broken Bow City Council

Meeting Minutes October 22, 2024

The Broken Bow City Council met in regular session on Tuesday, October 22, 2024, in the Broken Bow Municipal Auditorium. Notice of the meeting was given in advance thereof by publication in the Custer County Chief, the designated method for giving notice. Advance notice of the meeting, a copy of the agenda, and related council materials was given to the Mayor and all members of the City Council and shared with various media outlets. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

Mayor Rod Sonnichsen called the meeting to order at 6:00 pm, with the following Councilmembers present: Luke Wassom, and Paul Holland. Absent: Russ Smith and Chris Myers. Mayor Sonnichsen announced the availability of the Open Meetings Act, followed by reciting the Pledge of Allegiance.

Moved by Wassom, seconded by Holland to approve the consent agenda for October 22, 2024. Said motion includes approval of the Minutes of the October 8, 2024, Council Meeting, and Bills to Date. Roll call vote: Voting aye: Wassom and Holland. Nays: None. Motion carried.

4 County Heating & Air, LLC \$977.85, Aflac, \$563.75, \$119.50, Beaver Bearing Co Albion \$4.44, Better Homes and Gardens \$16.00, Bound Tree Medical \$2,234.29, Broken Bow Ambulance Service -\$44.79, Broken Bow Chamber of Commerce \$2,410.00, Callaway District Hospital \$47.01, Card Services 0591 \$1,482.47, Carquest of Broken Bow -\$158.63, \$439.36, \$179.99, Cengage Learning -Gale \$350.81, Central Nebraska Bobcat \$8,000.00, Century Link -\$286.88, \$88.82, Chris Henderson -\$77.97, City of Broken Bow -Flex Benefit Plan \$225.00 City of Broken Bow -Family Heritage \$25.50 City of Broken Bow -Health Insurance \$3,661.81, \$26,931.72, City of Broken Bow Pension Fund, \$2,324.80, \$11,141.56, \$1,551.57 Colonial Life, \$548.14,\$ 335.79 Consolidated Management Co. \$114.75, Custer County Chief \$15.10, \$613.56, David Baltz \$3.39, Deaf Services Unlimited \$603.00, Discover \$38.47, EFTPS \$3,124.48, \$8,448.06, \$13,359.76 EZ IT Solutions \$40,445.41, \$10,951.42, Eakes Office Solutions \$86.97, Freedom Munitions \$2,150.00, Grassland Vet Hospital \$490.19, Heartland Clerks Association \$20.00, Hometown Leasing \$116.65, Ingram Library Services \$2,012.81, JEO \$5,345.00, Jacob Holcomb \$10.00, Johnson Landscape \$814.48, Josh Townsend \$242.86, LARM \$344,023.00, \$982.76, League of NE Municipalities \$11,242.00, Library Journal \$169.00, MacQueen Equipment \$16,242.08, Mead Lumber \$1,203.27, Mid Plains Community College \$1,390.00, NE Child Support \$899.09, Nebraska Library Commission \$500.00, OBrien's Hardware \$24.79, Over Drive \$1,500.00, Paulsen Inc. \$1,407.00, Presto X Company \$156.56, \$72.49, RT Ace, LLC \$88.71, RT Ace, LLC \$105.72, Real Simple \$20.00, S&L Sanitary Service \$58.30, Smithsonian \$29.99, State Income Tax \$4,191.40, Statewide Collection, 15.95, TX Child Support SDU \$410.23, Time \$15.00, Trotter Service \$771.56, \$1,804.22, \$865.38, Trotter Whoa & Go West BB \$595.68, \$60.53,\$1,083.59, \$306.68, Verizon Wireless \$249.32, \$129.73, Wenquist, Inc. \$403.91, Total \$544,252.75, Bi-Weekly Payroll (10/9/24) \$75,604.72, Grand Total \$619,857.47

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

Under other business, K9 officer Sam was honored for his 5 ½ years of service to the safety and welfare of the citizens of Broken Bow and for keeping his K9 handler, Captain Anderson safe. Sam, a 10-year-old German Shepherd, was trained in narcotics detection in 2017. Sam and Captain Anderson were presented a commemorative plaque and basket of treats from the city and a chew toy grenade from the police department. Sam will retire to the life of a regular dog at the home of Captain Anderson.

Introduced at the meeting was Maverick, the new 2-year-old K9 officer for the Broken Bow Police department and his handler Officer Townsend. Maverick has completed his handler training and will be on active duty after the completion of his training with the State of Nebraska. At that time he will be certified in both narcotics detection and tracking. Maverick also received a basket of treats.

Under new business, moved by Wassom, seconded by Holland to open a public hearing at 6:11 PM regarding issuing a conditional use permit to SG Concrete Pros Inc., to operate a commercial business in an A-1 zoning district at 1451 North 17th Ave, Broken Bow, Nebraska. Roll Call vote: Voting aye: Wassom, and Holland. Nays: None. Motion carried. Zoning Administrator and Planning Commission member Jacob Holcomb stated that the issue at hand is that it is not permitted to run a commercial business from an agricultural district. He said that the Planning Commission has a process they work through in these situations and that process has been completed and that the planning commission is recommending approval of the conditional use permit with three recommendations. The three recommendations are; (a) all construction and demolition materials, trash and cut down trees must be removed from the vicinity within 90 days after approval by City Council, (b) a fence must be erected and maintained on the north property line separating the business from the residential property, and (c) that there shall be no storage or processing of crushed concrete on the property.

Jacob Holcomb stated that a lot of work went into the recommendation and that they also included input from the surrounding neighbors. Breanna Kaup, 1505 North 17th Ave, brought up the concern that the property remains a single-family residence. Jacob Holcomb stated that the planning commission explored the issue and did not feel that there was a need to do anything further because that is already a requirement of an A1 zoning district. Administrator Schmidt said that this process was a great example of the process playing itself out and Mayor Sonnichsen thanked everyone for all their hard work. Moved by Holland, seconded by Wassom to exit public hearing at 6:16 PM. Roll Call vote: Voting aye: Wassom and Holland. Nays: None. Motion carried.

Moved by Wassom, seconded by Holland to approve the conditional use permit for SG Concrete Pros Inc. at 1451 North 17th Ave, Broken Bow, Nebraska with the three recommendations from the planning commission. Roll Call Vote: Voting aye: Wassom, and Holland. Nays: None. Motion carried.

Moved by Holland, seconded by Wassom to approve the agreement with Dr. Homan to be the Broken Bow Emergency Medical Services Medical Director, commencement date being the date of signature of all parties, and valid for one year. Compensation will be \$2,500 paid annually on

December 1st. Dave Baltz, EMS Department Head, explained that this contract allows Dr. Hohman to supervise all aspects of the ambulance service and that Dr. Hohman comes in high regard. He also stated that in the past the city did not pay for this service but that we now have a lot more responsibilities with ALS. Roll Call Vote: Voting aye: Wassom and Holland. Nays: None. Motion carried.

There were no public comments.

Under Mayor and council comments, Mayor Sonnichsen thanked everyone for attending the meeting and Broken Bow Police Department for all they do.

Moved by Holland, seconded by Wassom, to adjourn the City Council meeting at 6:20 PM. Roll Call vote: Voting aye: Wassom, and Holland. Nays: None. Motion Carried.

	Rodney W. Sonnichsen, Mayor
TTEST:	
Jennifer Waterhouse, City Clerk	

Von alt	4 Van day Naws	City of Broken Bow		9
vena# Pay#	Vendor Name Post Date Due Date	Amount Invoice Date PO#	Date	<u>Status</u>
		Order Description	Debit	Credit
PARKS	AKRS Equipment-Parks	анализинана — — — — — — — — — — — — — — — — — —	***************************************	***************************************
	11/12/2024 11/12/2024	122.52		Posted
	09-3310.00	ACCT# 50208 Mower Maint	122.52	0.00
	Aflac			
36465	10/23/2024 10/23/2024	563.75		Posted
	01-1501.00	PRE TAX AFLAC	563.75	0.00
86466	10/23/2024 10/23/2024	119.50		Posted
06402	01-1501.00 11/12/2024 11/12/2024	AFLAC POST TAX 108.18	119.50	0.00
00403	01-1501.00	Dave Aflac	108.18	Posted 0.00
36517	11/6/2024 11/6/2024	563.75	100.10	Posted
	01-1501.00	PRE TAX AFLAC	563.75	0.00
36518	11/6/2024 11/6/2024	119.50		Posted
	01-1501.00	AFLAC POST TAX	119.50	0.00
	Around The Block Cateri	ng		
6484	11/12/2024 11/12/2024	1,000.00		Posted
	01-3212.00	Deposit for catering - employee appreciation	1,000.00	0.00
	Barco Products			
6533	11/12/2024 11/12/2024	1,741.03 250527		Posted
	08-3347.00	Signs	1,741.03	0.00
	Beaver Bearing Co Albio	n		
6562	11/12/2024 11/12/2024	12.65 11400/INT		Posted
	09-3310.00	ACCT# 914 - Mower repairs	12.65	0.00
	Bound Tree Medical			
6571	11/12/2024 11/12/2024	580.66		Posted
	05-3338.00	Medical Supplies	580.66	0.00
	Broken Bow Airport Auth			
3481	11/12/2024 11/12/2024	1,083.33		Posted
	01-3409.00	Airport Interlocal Agreement	1,083.33	0.00
	Broken Bow Ambulance			
3580	11/12/2024 11/12/2024	109.94	20.01	Posted
	05-3223.00 05-3361.00	Mugs Embroidery	89.94	0.00
	05-3301.00	Embroidery	20.00 109.94	0.00
	Broken Bow Chamber of	Commons	103.54	0.00
5583	11/12/2024 11/12/2024	5,580.00		Posted
3303	05-3334.00	ambulance incentive	5,580.00	0.00
	Broken Bow Municipal Ut		3,300.00	0.00
6482 ·	11/12/2024 11/12/2024	2,886.53		Posted
, 102	01-3213.00	General - Radio/Weather Station Tower	26.14	0.00
	02-3220.00	Pub Bldg - Utilities/Trash	417.94	0.00
	04-3220.00	Police - Utilities/Trash Removal	345.13	0.00
	04-3315.00	Police -Dog Pound Utilities	37.05	0.00
	07-3220.00	Library - Utilities/Trash Removal	723.90	0.00
	08-3220.00	Street - Utilities/Trash	358.59	0.00
	08-3422.01 09-3220.00	Street - Blue Shop	25.10	0.00
	09-3220.00	Parks - Utilities/Trash Removal Parks - Shop Utilities/Trash Removal	645.57 179.29	0.00
	10-3220.00	Swim Pool - Utilities/Trash Removal	91.45	0.00
	11-3220.00	Tree Dump - Utilities	36.37	0.00
		annual and	2,886.53	0.00
	Broken Bow Rural Fire Bo	oard		
3576 1	11/12/2024 11/12/2024	481.34 100		Posted
	06-3220.00	Utilites	193.28	0.00
	05-3220.00	Utilites	193.29	0.00
	06-3221.00	Phone/Internet	47.38	0.00
	05-3221.00	Phone/Internet	47.39	0.00
	CEDC		481.34	0.00
3569 1	CEDC 1/12/2024	3,000.00		Posted
ا قالاد	01-3212.00	Class A membership - 2025	3,000.00	0.00
	O I O tom I tom, O O	Oldos / Membership = 2020	5,000.00	0.00

Vend:	# Vendor Name	City of Broken Bow			
Pay#	Post Date Due Date	Amount Invoice Date	PO#	Date	Status
	Account# Work Ord			Debit	Credit
Police	Capital One (continued)				
36534	11/12/2024 11/12/2024	1,051.41			Posted
	04-3315.00	Pound Fees		183.25	0.00
	04-3312.00	Boots 407		154.07	0.00
	04-3206.00 04-3223.00	POAN Handbooks		112.00	0.00
	04-3225.00	Halloween candy/bags Meals Conf 401/403/405		78.97 78.12	0.00
	04-3205.00	Training 408		445.00	0.00
	3. 020.00	Training 400	4000	1,051.41	0.00
	Card Services			() ***	
36485	11/12/2024 11/12/2024	968.70			Posted
	07-3313.00	Library - Training		968.70	0.00
	Card Services 0583	450.05			
36487	11/12/2024 11/12/2024 01-3212.00	158.87			Posted
	02-3223.00	City promotions - Halloween candy		141.75	0.00
	02-3223.00	Supplies	40000	17.12 158.87	0.00
36535	11/12/2024 11/12/2024	224.51		130.07	Posted
	04-3315.10	Meals/fuel 406 K9 Training		224.51	0.00
	Card Services 4834				
36536	11/12/2024 11/12/2024	210.80			Posted
	08-3310.00	Equipment Maintenance		210.80	0.00
36584	Card Services 11/12/2024 11/12/2024	2,100.63			Posted
00004	05-3223.00	Trash bags/packing tape		11.72	0.00
	05-3440.00	Transport meals, snack		98.00	0.00
	05-3225.00	Fuel		85.45	0.00
	05-3223.00	Supplies		406.55	0.00
	06-3223.00	Supplies		406.55	0.00
	05-3410.00	Coffee maker		62.05	0.00
	06-3410.00	Coffee maker		59.91	0.00
	05-3338.00	Supplies		633.36	0.00
	05-3361.00	Boots	MARKE	337.04 2,100.63	0.00
Dave-0609	Card Services 0609			2,100.00	0.00
	11/12/2024 11/12/2024	1,578.58			Posted
00100	01-3439.00	Zoning Expense		265.36	0.00
	01-3420.00	Admin Vehicle		56.52	0.00
	01-3223.00	Supplies		63.99	0.00
	01-3223.20	Filing Fees - Wade's Title		14.35	0.00
	02-3411.00	Building Improvements - furniture		895.68	0.00
	01-3212.00	City Promotions - Maverick/Sam		77.46	0.00
	01-3212.00	City Promotions - Coffee for EMS		22.48	0.00
	01-3212.00	City Promotions - Jacket for Dave	consequen	182.74 1,578.58	0.00
	Carquest of Broken Bow			1,370.30	0.00
36538	11/12/2024 11/12/2024	21.78			Posted
	04-3310.00	Wiper blades 2018 Exp		21.78	0.00
	Carroll Construction Supply				
36537	11/12/2024 11/12/2024	3,103.48 LI151365		0.100.10	Posted
01	08-3425.00	Cement Tools and Supplies		3,103.48	0.00
	Central Nebraska Bobcat	500.00			D
30339	11/12/2024 11/12/2024 09-3339.00	560.00 Over hours charge		560.00	Posted 0.00
Street/Parks	Century Link	2.2		550.00	0.00
	11/12/2024 11/12/2024	99.09			Posted
	08-3221.00	Basic & Long Distance		49.55	0.00
	09-3221.00	Basic & Long Distance	622,000,000	49.54	0.00
26400	11/12/2024 44/42/2024	125.00		99.09	0.00
36489	11/12/2024 11/12/2024 10-3221.00	135.66		105.00	Posted
	10-3221.00	Pool-Basic & credit card		135.66	0.00

		City of Broken Bow		rage
	# Vendor Name			
Pay#	Post Date Due Date Account#	Amount Invoice Date PO# ork Order Description	<u>Date</u>	Status
ACH on	y Century Link (continu	High 1 1990 to 1 1 100 to 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	<u>Debit</u>	Credit
36490		89.36		Posted
00100	01-3221.00	General -Basic & Long Distance Office	89.36	0.00
36491	11/12/2024 11/12/2024	82.49		Posted
00540	03-3221.00	Basic & Long Distance	82.49	0.00
36540	11/12/2024 11/12/2024 04-3221.00	333.54 Long Distance	222 E 4	Posted
36561		292.42	333.54	0.00 Posted
	01-3221.00	General -Basic & Long Distance Radio	206.39	0.00
	01-3221.00	General -Basic & Long Distance Office	86.03	0.00
			292.42	0.00
22127	City Flex Benefit Plan			
36467	10/23/2024 10/23/2024 01-1501.00	225.00	225.22	Posted
36519	11/6/2024 11/6/2024	SELECT FLEX-UNREIMBURSED M/D/V 225.00	225.00	0.00 Posted
00010	01-1501.00	SELECT FLEX-UNREIMBURSED M/D/V	225.00	0.00
rance Reim	City of Broken Bow			
36480	10/23/2024 10/23/2024	25.50		Posted
00504	01-1501.00	FAMILY HERITAGE-CITY	25.50	0.00
36531	11/6/2024 11/6/2024 01-1501.00	25.50	05.50	Posted
Ith Inc Doim		FAMILY HERITAGE-CITY	25.50	0.00
36477	City of Broken Bow - F 10/23/2024 10/23/2024	3,661.81		Dootod
30411	01-1501.00	HEALTH INSURANCE	3,661.81	Posted 0.00
36528	11/6/2024 11/6/2024	3,661.81	5,001.01	Posted
00507	01-1501.00	HEALTH INSURANCE	3,661.81	0.00
36587	11/12/2024 11/12/2024 01-3104.00	26,931.72 Health Insurance	274240	Posted
	08-3104.00	Health Insurance	2,742.10 6,226.91	0.00 0.00
	06-3104.00	Health Insurance	738.64	0.00
	04-3104.00	Health Insurance	8,781.24	0.00
	05-3104.00	Health Insurance	2,215.92	0.00
	09-3104.00 07-3104.00	Health Insurance Health Insurance	3,313.57 2,195.31	0.00 0.00
	03-3104.00	Health Insurance	718.03	0.00
			26,931.72	0.00
	City of Broken Bow Pe	ension Fund		
36468	10/23/2024 10/23/2024	2,324.80		Posted
00.100	01-1513.00	RETIREMENT LOAN PAYMENT	2,324.80	0.00
36469	10/23/2024 10/23/2024 01-1502.00	10,883.50	40.002.50	Posted
36470	10/23/2024 10/23/2024	414H RETIREMENT 1.540.72	10,883.50	0.00 Posted
	01-1502.00	457 RETIREMENT	1,540.72	0.00
36520	11/6/2024 11/6/2024	2,324.80		Posted
36521	01-1513.00 11/6/2024 11/6/2024	RETIREMENT LOAN PAYMENT	2,324.80	0.00
30021	01-1502.00	11,077.46 414H RETIREMENT	11,077.46	Posted 0.00
36522	11/6/2024 11/6/2024	1,618.71	11,077.40	Posted
	01-1502.00	457 RETIREMENT	1,618.71	0.00
	Colonial Insurance			
36463	10/23/2024 10/23/2024	548.14		Posted
36464	01-1501.00 10/23/2024 10/23/2024	COLONIAL LIFE PRE TAX	548.14	0.00
JU4U4	01-1501.00	335.79 COLONIAL LIFE POST TAX	335.79	Posted 0.00
36492	11/12/2024 11/12/2024	589.62	555.75	Posted
	01-1501.00	October - Dave	514.20	0.00
	01-1501.00	October - City	75.42	0.00
36515	11/6/2024 11/6/2024	577.42	589.62	0.00
50515	01-1501.00	COLONIAL LIFE PRE TAX	577.42	Posted 0.00
36516	11/6/2024 11/6/2024	332.10	011.72	Posted
	01-1501.00	COLONIAL LIFE POST TAX	332.10	0.00

Vend	d# Vendor Name	Only of Broken Bow		
Pay#	Post Date Due Date	Amount Invoice Description	PO# <u>Date</u>	<u>Status</u> <u>Credit</u>
	Credit Management Serv	vices (continued)		MSMARKAGAN
36476	10/23/2024 10/23/2024	246.14		Ck# 4100 Printed
	01-1504.00	WAGE GARNISHMENT - Plantiff	246.14	0.00
558 Ci	ty Custer County Chief			
36493	11/12/2024 11/12/2024 01-3209.00	724.42		Posted
36/0/	11/12/2024 11/12/2024	ACCT# 558 Printing & Publication - M 65.00	linute 724.42	0.00
30434	01-3209.00	Annual Subscription	65.00	Posted 0.00
36541	11/12/2024 11/12/2024	65.00	05.00	Posted
	04-3209.00	Annual Subscription - Police	65.00	0.00
	Custer County Treasurer			
36495		19,386.68		Posted
	01-3217.00	Interlocal Communications Agreemen	t 19,386.68	0.00
	Custer Public Power			
36542	11/12/2024 11/12/2024	56.26		Posted
	11-3220.00	CD Cell Power	56.26	0.00
	Dr. Jordan Homan			
36579		2,500.00		Posted
	05-3202.00	PMD	2,500.00	0.00
20470	EFTPS Online Payment	0.070.40		
36472	10/23/2024 10/23/2024 01-1500.00	3,072.48	0.070.40	Posted
36473	10/23/2024 10/23/2024	MEDICARE 8,279.60	3,072.48	0.00 Posted
00170	01-1500.00	FEDERAL MARRIED	4,437.87	0.00
	01-1500.00	FEDERAL SINGLE	2,749.85	0.00
	01-1500.00	Federal Head of Household	452.17	0.00
	01-1500.00	2020 Federal Single	283.16	0.00
	01-1500.00	2020 Federal Married	356.55	0.00
26474	10/22/2024 10/22/2024	10 107 10	8,279.60	0.00
36474	10/23/2024 10/23/2024 01-1500.00	13,137.46	40 407 40	Posted
36524	11/6/2024 11/6/2024	SOCIAL SECURITY 3,121.42	13,137.46	0.00 Posted
	01-1500.00	MEDICARE	3,121.42	0.00
36525	11/6/2024 11/6/2024	8,499.62	0,121.12	Posted
	01-1500.00	FEDERAL MARRIED	4,530.61	0.00
	01-1500.00	FEDERAL SINGLE	2,779.34	0.00
	01-1500.00	Federal Head of Household	472.46	0.00
	01-1500.00 01-1500.00	2020 Federal Single	283.16	0.00
	01-1300.00	2020 Federal Married	434.05 8,499.62	0.00
36526	11/6/2024 11/6/2024	13,346.96	0,499.02	Posted
	01-1500.00	SOCIAL SECURITY	13,346.96	0.00
	EZ IT Solutions		50 mod#-da 50-da 50-da 400	
36497	11/12/2024 11/12/2024	62.58 7610		Posted
	01-3438.00	IT Services - cables	57.58	0.00
	01-3438.00	ID Card	5.00	0.00
20400	44/40/0004	0.705.00.7000	62.58	0.00
36498	11/12/2024 11/12/2024 01-3438.00	2,765.00 7660 IT Services	400.00	Posted
	04-3438.00	IT Services	460.83 460.83	0.00
	05-3438.00	IT Services	230.43	0.00 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
36505	11/12/2024 14/42/2024	4 770 44 7000	2,765.00	0.00
36585	11/12/2024 11/12/2024 07-4201.00	4,776.41 7688 IT Services - Library door project	A 776 A1	Posted
36586	11/12/2024 11/12/2024	3,907.04 7689/7690	4,776.41	0.00 Posted
	01-3438.00	IT Services-Cameras	3,086.12	0.00
	01-3438.00	IT Services - Camera materials	820.92	0.00
	01 0100.00	11 Oct vices - Camera materials	3,907.04	0.00

Vand	# Vandar Nama	City of Broken Bow		, ago
<u>vend</u> Pay#	# <u>Vendor Name</u> Post Date <u>Due Date</u>	Amount Invoice Date PC	D# Date	Status
<u>ı ayır</u>		Amount Invoice Date PC Order Description	<u>D#</u> <u>Date</u> Debit	Status Credit
	Eakes Office Products (c		25 - 64 10-7 2 G	
36496	11/12/2024 11/12/2024	560.03		Posted
26542	01-3223.00	Supplies	560.03	0.00
36543	11/12/2024 11/12/2024 04-3223.00	124.80 593719 Copier meter reading - Police	124.80	Posted 0.00
36573	11/12/2024 11/12/2024	285.06 593338	124.00	Posted
	05-3216.00	Copier meter reading	142.53	0.00
	06-3216.00	Copier meter reading	142.53 285.06	0.00
	Fairfield Inn & Suites-Kea	arnov	205.00	0.00
36544	11/12/2024 11/12/2024	374.85 434C400013118		Posted
	04-3205.00	Room for conference 401	374.85	0.00
	First Response Billing As			
36582	11/12/2024 11/12/2024 05-3336.00	2,529.13 1008	0.500.40	Posted
	Freedom Munitions	First response billing	2,529.13	0.00
36545	11/12/2024 11/12/2024	90.05 1181732		Posted
00010	04-3414.00	Shipping on 10/22 order	90.05	0.00
	Frontier Family Pharmacy	1		
36574	11/12/2024 11/12/2024	95.99		Posted
	05-3410.00	Patient code 205 - BP Monitor	95.99	0.00
36546	Grassland Vet Hospital 11/12/2024 11/12/2024	20.35 376546		Dootod
30340	04-3315.10	Maverick - Medication	20.35	Posted 0.00
	Great Plains Communica			3.00
36499	11/12/2024 11/12/2024	84.95		Posted
36500	02-3438.00	Internet	84.95	0.00
36500	11/12/2024 11/12/2024 07-3221.00	154.76 Internet	154.76	Posted 0.00
36501	11/12/2024 11/12/2024	150.00	104.70	Posted
	08-3221.00	Internet	75.00	0.00
	09-3221.00	Internet	75.00 150.00	0.00
36547	11/12/2024 11/12/2024	185.00	150.00	Posted
	04-3221.00	Internet	185.00	0.00
	Grocery Kart			
36502	11/12/2024 11/12/2024 02-3223.00	17.46 Supplies	17.46	Posted
	Hometown Leasing	Supplies	17.46	0.00
36503	11/12/2024 11/12/2024	291.12		Posted
	01-3216.00	Copier Lease - Dave	291.12	0.00
36504	11/12/2024 11/12/2024 07-3216.00	73.57 Copier lease - Library	73.57	Posted
36563	11/12/2024 11/12/2024	8,000.00 101356201	73.57	0.00 Posted
	09-3410.00	2024 UW56 Bobcat lease payment - Pa	arks 8,000.00	0.00
	Island Supply Welding Co			
36575	11/12/2024 11/12/2024 05-3338.00	51.20 326794	51.20	Posted
	Jill Smith	Oxygen	51.20	0.00
36505	11/12/2024 11/12/2024	35.00		Posted
	07-2417.00	Refund for canceled event	35.00	0.00
	Kirkpatrick Cleaning Solu			
36506	11/12/2024 11/12/2024 02-3419.01	1,321.08 13585	4.042.00	Posted
	02-3419.01	Janitorial - Nov Post event cleaning	1,043.00 185.00	0.00 0.00
	01-3223.00	Paper towel, etc	93.08	0.00
26507	11/10/0004 14/40/0004	405.00.40054	1,321.08	0.00
36507	11/12/2024 11/12/2024 02-3419.01	185.00 13354 Post event cleaning	185.00	Posted 0.00
36577	11/12/2024 11/12/2024	139.68 13556	100.00	Posted
	05-3223.01	Paper products and trash liners	139.68	0.00

Vana	14 Vandar Nama	City of Broken Bow		i age
venc Pay#	l# <u>Vendor Name</u> <u>Post Date</u> <u>Due Date</u>	Amount Invoice Date DO#	Data	Status
Гаун		Amount Invoice Date PO# Order Description	<u>Date</u> Debit	<u>Status</u> Credit
	Kully Pipe & Steel (conti		L/GD/IL	Orear
36548	11/12/2024 11/12/2024 08-3310.00	249.63 819189 Steel	249.63	Posted 0.00
36550	LMJ3, LLC 11/12/2024 11/12/2024 12-4200.00	30,000.00 Public restroom project - Final payment	30,000.00	Posted 0.00
36549	La Quinta by Wynham K 11/12/2024 11/12/2024 04-3205.00	earney 344.85 4600 11/6/2024 Room for conference - 403/405	344.85	Posted 0.00
36568	Mead Lumber 11/12/2024 11/12/2024 08-3425.00 09-3339.00	2,270.77 5th Ave walls - drainage Lions picnic shelter - roof	1,047.31 1,223.46 2,270.77	Posted 0.00 0.00
	Myers Construction Co 11/12/2024 11/12/2024 12-4200.00	409,535.68 Eagle Crest Water & Sanitary Extensions v	409,535.68	Posted 0.00
	1 Nebraska Child Support 10/23/2024 10/23/2024 01-1503.00 11/6/2024 11/6/2024	899.09 CHILD SUPPORT-NE 899.09	899.09	Posted 0.00 Posted
36508	01-1503.00 Paper Tiger Shredding 11/12/2024 11/12/2024	CHILD SUPPORT-NE 45.00 207531	899.09	0.00 Posted
	01-3222.00	paper shredding	45.00	0.00
36572	Platte Valley Communica 11/12/2024 11/12/2024 05-3310.00	47.50 102400052 Repairs to radio	47.50	Posted 0.00
36509	Powermanager 11/12/2024 11/12/2024 01-3216.10	4,640.96 PMGMN0000221 11/5/2024 Software Fees	4,640.96	Posted 0.00
	t RT ACE, LLC 11/12/2024 11/12/2024 09-3339.00	1,138.66 ACCT# 1295 Maintenance grounds	1,138.66	Posted 0.00
36553 36564	RT Ace, LLC 11/12/2024 11/12/2024 04-3223.00 11/12/2024 11/12/2024	15.18 ACCT# 751 254.47	15.18	Posted 0.00 Posted
	08-3310.00 11-3416.00	Shop repair Dust control	236.49 17.98 254.47	0.00 0.00 0.00
36554 36555	Ranchland Ford 11/12/2024 11/12/2024 04-3225.00 11/12/2024 11/12/2024	72.22 101433 Oil change 22 Exp 21.35 200241	72.22	Posted 0.00 Posted
36581	03-3310.00 11/12/2024 11/12/2024	Antifreeze 1,100.72 101199/101295	21.35	0.00 Posted
30301	05-3310.00	Repairs to 99-1 2006 E-450	1,100.72	0.00
36510	S&L Sanitary Service 11/12/2024 11/12/2024 09-3219.00	58.30 trash around the square	58.30	Posted 0.00
36511	Sandhills Custom Creation 11/12/2024 11/12/2024	24.99 3294		Posted
36556	01-3212.00 11/12/2024 11/12/2024	Plaque for Sam 1,259.28 3241	24.99	0.00 Posted
	08-3410.01 09-3410.01	Shirts/hats Shirts/hats	629.64 629.64 1,259.28	0.00 0.00 0.00
36578	11/12/2024 11/12/2024 05-3410.00	229.94 3308 Mugs, engraved scissors	229.94	Posted 0.00

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Venc	I <u>#</u> <u>Vendor Name</u>	City of Broken Bow		ŭ
Pay#		Amount Invoice Date PO#	Date	Status
	Account# Work Orde		Debit	Credit
	Sara J. Hulinsky (continued)			
36512	11/12/2024 11/12/2024	837.00		Posted
	07-3419.01	cleaning service	837.00	0.00
20544	Schaper and White Law Firm			D ()
30514	11/12/2024 11/12/2024 01-3214.00	3,016.88 2230 legal fees	3.000.00	Posted 0.00
	01-3212.00	city promotions - employee appreciation	16.88	0.00
		and the second control of the second control	3,016.88	0.00
	State Income Tax WH NE Onl	line Payment		
36475	10/23/2024 10/23/2024	4,093.16		Posted
	01-1500.00	STATE MARRIED	2,594.23	0.00
	01-1500.00	STATE SINGLE	1,498.93	0.00
36527	11/6/2024 11/6/2024	1 101 71	4,093.16	0.00
30327	01-1500.00	4,184.71 STATE MARRIED	2,673.96	Posted 0.00
	01-1500.00	STATE SINGLE	1,510.75	0.00
		and the state of t	4,184.71	0.00
	Statewide Collection LLC			
36479		15.95		Posted
	01-1504.00	Wage Garnishment-Plantiff	15.95	0.00
36530	11/6/2024 11/6/2024	15.95	45" 05"	Posted
	01-1504.00	Wage Garnishment-Plantiff	15.95	0.00
36557	Steve Scott 11/12/2024 11/12/2024	99.19		Posted
30337	04-3223.00	Postage and halloween candy	99.19	0.00
	TSYS Merchant Solutions	Todago and nanowoon oanay	00.10	0.00
36513		229.00		Posted
	10-3206.10	CC Processing Fees	229.00	0.00
	TX Child Support SDU			
36478	10/23/2024 10/23/2024	410.23		Posted
	01-1503.00	CHILD SUPPORT-TX	410.23	0.00
36529	11/6/2024 11/6/2024 01-1503.00	410.23	440.00	Posted
		CHILD SUPPORT-TX	410.23	0.00
36558	Tracker Systems 11/12/2024 11/12/2024	16.00. 279700		Dootod
30000	03-3438.00	16.99 278799 Tracking system-handibus	16.99	Posted 0.00
	Trotter Fertilizer	Tracking System-Handibus	10.55	0.00
36559	11/12/2024 11/12/2024	985.67		Posted
	09-3339.00	ACCT# BBPAR Fertilizer	985.67	0.00
	Verizon Wireless			
36560	11/12/2024 11/12/2024	320.08		Posted
	04-3221.00	Police Internet for Ipads	320.08	0.00
36566	11/12/2024 11/12/2024	129.67	50.00	Posted
	05-3221.00 06-3221.00	ALS phone Fire Jetpack	53.82	0.00
	03-3221.00	Handi Bus Phone	40.01 35.84	0.00
		Trailer 240 Friorio	129.67	0.00
36567	11/12/2024 11/12/2024	249.12		Posted
	05-3221.00	Rescue hot spots	80.02	0.00
	06-3221.00 08-3221.00	Andy cell phone	43.03	0.00
	09-3221.00	street cell phone parks cell phone	43.03 43.03	0.00
	01-3221.00	Zoning tablet	40.01	0.00
		control of the contro	249.12	0.00
Parks-1192	Wenquist Inc.			
36551	11/12/2024 11/12/2024	69.98		Posted
	09-3310.00	ACCT# 1192 Vehicle Maint	69.98	0.00
	Wenquist, Inc.			
36552	11/12/2024 11/12/2024	510.48	E40 40	Posted
	08-3310.00	ACCT# 1243 Vehicle Maint.	510.48	0.00

11/8/2024 9:47:01 AM

Accounts Payable Detail Listing

City of Broken Bow

Vend# Vendor Name

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

663,476.52 125 Non-voided payables listed.

Report Setup AP - Accounts Payable Listing : Vendor Name

Filter Options

Starting: 10/23/2024 Ending: 11/12/2024 Banks: All

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

All Vendors Selected

Biweekly Payroll \$74,110.20 10/23/2024

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Biweekly Payroll \$75,433.48 11/6/2024

11/8/2024 9:46:43 AM		City of Broken Bow		Page 1 of 4
Vendor Name	Invoice	Invoice Description	Account Description	Amount
General				
Aflac		PRE TAX AFLAC	Health/Life/Acc Insuranc	563.75
Aflac		AFLAC POST TAX	Health/Life/Acc Insuranc	119.50
Aflac		Dave Aflac-Oct	Health/Life/Acc Insuranc	108.18
Aflac Aflac		PRE TAX AFLAC AFLAC POST TAX	Health/Life/Acc Insuranc Health/Life/Acc Insuranc	563.75 119.50
Around The Block Catering		Deposit for catering - employee appreciation		1,000.00
Broken Bow Airport Authority		Airport Interlocal Agreement	Airport Payment	1,083.33
Broken Bow Municipal Utilities		Utilities	Weather Station Expens	26.14
CEDC		2025 membership	City Promotions	3,000.00
Card Services 0583		City promotions and supplies	City Promotions	141.75
Card Services 0609 Card Services 0609		Zoning Expense, Admin veh, City promotion Zoning Expense, Admin veh, City promotion		77.46 22.48
Card Services 0609		Zoning Expense, Admin veh, City promotion		182.74
Card Services 0609		Zoning Expense, Admin veh, City promotion		63.99
Card Services 0609		Zoning Expense, Admin veh, City promotion	Filing Fees	14.35
Card Services 0609		Zoning Expense, Admin veh, City promotion		56.52
Card Services 0609		Zoning Expense, Admin veh, City promotion		265.36
Century Link		ACCT# 334113167 ACCT#'s 3323/9240	Telephone/Internet Telephone/Internet	89.36 206.39
Century Link Century Link		ACCT#\$ 3323/9240 ACCT#'s 3323/9240	Telephone/Internet	86.03
City Flex Benefit Plan		SELECT FLEX-UNREIMBURSED M/D/V	Health/Life/Acc Insuranc	225.00
City Flex Benefit Plan		SELECT FLEX-UNREIMBURSED M/D/V	Health/Life/Acc Insuranc	225.00
City of Broken Bow		FAMILY HERITAGE-CITY	Health/Life/Acc Insuranc	25.50
City of Broken Bow		FAMILY HERITAGE-CITY	Health/Life/Acc Insuranc	25.50
City of Broken Bow - Health Insurance		HEALTH INS	Health/Life/Acc Insuranc	3,661.81
City of Broken Bow - Health Insurance City of Broken Bow - Health Insurance		HEALTH INS health insurance	Health/Life/Acc Insuranc Health Insurance	3,661.81 2,742.10
City of Broken Bow Pension Fund		414H RETIREMENT	Pension	10,883.50
City of Broken Bow Pension Fund		457 RETIREMENT	Pension	1,540.72
City of Broken Bow Pension Fund		414H RETIREMENT	Pension	11,077.46
City of Broken Bow Pension Fund		457 RETIREMENT	Pension	1,618.71
City of Broken Bow Pension Fund		RETIREMENT LOAN PAYMENT	Loan Payment	2,324.80
City of Broken Bow Pension Fund Colonial Insurance		RETIREMENT LOAN PAYMENT COLONIAL LIFE PRE TAX	Loan Payment Health/Life/Acc Insuranc	2,324.80 548.14
Colonial Insurance		COLONIAL LIFE PRE TAX COLONIAL LIFE POST TAX	Health/Life/Acc Insuranc	335.79
Colonial Insurance		October - Dave/City	Health/Life/Acc Insuranc	514.20
Colonial Insurance		October - Dave/City	Health/Life/Acc Insuranc	75.42
Colonial Insurance		COLONIAL LIFE PRE TAX	Health/Life/Acc Insuranc	577.42
Colonial Insurance		COLONIAL LIFE POST TAX	Health/Life/Acc Insuranc	332.10
Credit Management Services Custer County Chief		WAGE GARNISHMENT - Plantiff ACCT# 558 Printing & Publication - Minutes	Wage Garnishment	246.14 724.42
Custer County Chief		Annual subscription	Printing & Publication	65.00
Custer County Treasurer		Interlocal Communications Agreement	Radio Communications	19,386.68
EFTPS Online Payment		MEDICARE	Payroll Taxes	3,072.48
EFTPS Online Payment		FEDERAL	Payroll Taxes	4,437.87
EFTPS Online Payment		FEDERAL	Payroll Taxes	2,749.85
EFTPS Online Payment EFTPS Online Payment		FEDERAL FEDERAL	Payroll Taxes Payroll Taxes	452.17 283.16
EFTPS Online Payment		FEDERAL	Payroll Taxes	356.55
EFTPS Online Payment		FICA	Payroll Taxes	13,137.46
EFTPS Online Payment		MEDICARE	Payroll Taxes	3,121.42
EFTPS Online Payment		FEDERAL	Payroll Taxes	4,530.61
EFTPS Online Payment		FEDERAL	Payroll Taxes	2,779.34
EFTPS Online Payment EFTPS Online Payment		FEDERAL FEDERAL	Payroll Taxes Payroll Taxes	472.46 283.16
EFTPS Online Payment		FEDERAL	Payroll Taxes	434.05
EFTPS Online Payment		FICA	Payroll Taxes	13,346.96
EZ IT Solutions	7610	IT Services - Cables & ID Card	IT Expense	57.58
EZ IT Solutions	7610	IT Services - Cables & ID Card	IT Expense	5.00
EZ IT Solutions		IT Services	IT Expense	460.83
EZ IT Solutions EZ IT Solutions		IT Services - Cameras IT Services - Cameras	IT Expense IT Expense	3,086.12 820.92
Eakes Office Products		ACCT# 309621 Supplies and Copier meter	Supplies & Postage	560.03
Hometown Leasing		Copier Lease - Dave	Copier Maint/Expense	291.12
Kirkpatrick Cleaning Solutions	13585	Janitorial-nov, post event cleaning, paper to	Supplies & Postage	93.08
Nebraska Child Support Payment Center		CHILD SUPPORT-NE	Child Support	899.09

	OHOOK	Approval Elot GE / 1000 dill		
11/8/2024 9:46:43 AM		City of Broken Bow		Page 2 of 4
<u>Vendor Name</u>	Invoice	Invoice Description	Account Description	Amount
General				Manufacture and Associated and Assoc
Nebraska Child Support Payment Center	-	CHILD SUPPORT-NE	Child Support	899.09
Paper Tiger Shredding	207531	paper shredding	Miscellaneous Expense	45.00
Powermanager		Software Fees	Software Fees	4,640.96
Sandhills Custom Creations	3294	Plague for Sam	City Promotions	24.99
Schaper and White Law Firm	2230	Legal fees and city promotions	City Promotions	16.88
Schaper and White Law Firm	2230	Legal fees and city promotions	Legal Fees	3,000.00
State Income Tax WH NE Online Payme		STATE	Payroll Taxes	2,594.23
State Income Tax WH NE Online Payme		STATE	Payroll Taxes	1,498.93
State Income Tax WH NE Online Payme		STATE	Payroll Taxes	2,673.96
State Income Tax WH NE Online Payme		STATE	Payroll Taxes	1,510.75
Statewide Collection LLC		Wage Garnishment-Plantiff	Wage Garnishment	15.95
Statewide Collection LLC		Wage Garnishment-Plantiff	Wage Garnishment	15.95
TX Child Support SDU		CHILD SUPPORT-TX	Child Support	410.23
TX Child Support SDU		CHILD SUPPORT-TX	Child Support	410.23
Verizon Wireless		telephone	Telephone/Internet	40.01
			Total General	\$144,461.07
Municipal Building			rotal Gonoral	Ψ, ιστ.στ
Broken Bow Municipal Utilities		Utilities	Utilities	417.94
Card Services 0583		City promotions and supplies	Supplies & Postage	17.12
Card Services 0609		Zoning Expense, Admin veh, City promotion		895.68
Great Plains Communications		ACCT# 195124-Downtown Bathroom Intern	IT Evnence	84.95
Grocery Kart		ACCT# 5831 Supplies	Supplies & Postage	17.46
Kirkpatrick Cleaning Solutions	13354	Post event cleaning	Contracted Services	185.00
Kirkpatrick Cleaning Solutions	13585	Janitorial-nov, post event cleaning, paper to		1,043.00
Kirkpatrick Cleaning Solutions	13585	Janitorial-nov, post event cleaning, paper to		185.00
· · · · · · · · · · · · · · · · · · ·			otal Municipal Building	\$2,846.15
Handi Bus		·	otal Mariolpal Ballaring	Ψ2,010.10
Century Link		ACCT# 334166890- Handi Bus Basic & Lon	Telephone/Internet	82.49
City of Broken Bow - Health Insurance		health insurance	Health Insurance	718.03
Ranchland Ford	200241	Antifreeze	Maint/Repair Equipment	21.35
	278799	Tracking system-handibus	IT Expense	16.99
Verizon Wireless	_, _, _,	telephone	Telephone/Internet	35.84
			Total Handi Bus	\$874.70
Police			rotal rialial Bao	40 0
Broken Bow Municipal Utilities		Utilities	Utilities	345.13
Broken Bow Municipal Utilities		Utilities	Dog Care	37.05
Capital One			Training & Meeting Expe	78.12
Capital One			Training & Meeting Expe	445.00
Capital One			Association Dues	112.00
Capital One			Supplies & Postage	78.97
Capital One			Uniforms	154.07
Capital One			Dog Care	183.25
Card Services 0583		Meals/fuel 406 K9 Training	K9 Officer	224.51
Carguest of Broken Bow		ACCT# 11625	Maint/Repair Equipment	21.78
Century Link		Long Distance	Telephone/Internet	333.54
City of Broken Bow - Health Insurance		health insurance	Health Insurance	8,781.24
Custer County Chief		Annual Subscription - Police	Printing & Publication	65.00
EZ IT Solutions			IT Expense	460.83
Eakes Office Products	593719	Copier meter reading - Police	Supplies & Postage	124.80
		Room for conference 401	Training & Meeting Expe	374.85
		Shipping on 10/22 order	Guns	90.05
And the second s		Maverick - Medication	K9 Officer	20.35
Great Plains Communications		ACCT# 190330	Telephone/Internet	185.00
, ,			Training & Meeting Expe	344.85
RT Ace, LLC			Supplies & Postage	15.18
			Gas and Oil	72.22
Steve Scott			Supplies & Postage	99.19
Verizon Wireless		telephone	Telephone/Internet	320.08
Danier Unit			Total Police	\$12,967.06
Rescue Unit				

Rescue Unit

11/8/2024 9:46:43 AM		City of Broken Bow	-	Page 3 of 4
Vendor Name	Invoice	Invoice Description	Account Description	Amount
Rescue Unit	mvoide	invoice Description	Account Description	Amount
Bound Tree Medical		ACCT# 112634 - Medical supplies	Ambulance Supplies	580.66
Broken Bow Ambulance Service		Mugs and vest reimbursements	Supplies & Postage	89.94
Broken Bow Ambulance Service		Mugs and vest reimbursements	Uniforms	20.00
Broken Bow Chamber of Commerce Broken Bow Rural Fire Board	100	ambulance incentive	Ambulance Driver Incent	5,580.00
Broken Bow Rural Fire Board	100 100	Utilites, Phone, and Internet Utilites, Phone, and Internet	Utilities Telephone/Internet	193.29 47.39
Card Services	100	Supplies, snack, and fuel	Supplies & Postage	11.72
Card Services		Supplies, snack, and fuel	Supplies & Postage	406.55
Card Services		Supplies, snack, and fuel	Gas and Oil	85.45
Card Services		Supplies, snack, and fuel	Ambulance Supplies	633.36
Card Services		Supplies, snack, and fuel	Uniforms	337.04
Card Services Card Services		Supplies, snack, and fuel Supplies, snack, and fuel	Equipment Purchases Transport Expense	62.05 98.00
City of Broken Bow - Health Insurance		health insurance	Health Insurance	2,215.92
Dr. Jordan Homan		PMD	Education and Training	2,500.00
EZ IT Solutions	7660	IT Services	IT Expense	230.43
Eakes Office Products	593338	Copier meter reading	Copier Maint/Expense	142.53
First Response Billing Associates, LLC	1008	First response billing	Insurance Aid Fees	2,529.13
Frontier Family Pharmacy Island Supply Welding Co.	326794	Patient code 205 - BP Monitor	Equipment Purchases	95.99
Kirkpatrick Cleaning Solutions	13556	Oxygen Paper products and trash liners	Ambulance Supplies Building Cleaning Suppli	51.20 139.68
Platte Valley Communications		Repairs to radio	Maint/Repair Equipment	47.50
Ranchland Ford		Repairs to 99-1 2006 E-450	Maint/Repair Equipment	1,100.72
Sandhills Custom Creations	3308	Mugs, engraved scissors	Equipment Purchases	229.94
Verizon Wireless		telephone	Telephone/Internet	53.82
Verizon Wireless		telephone	Telephone/Internet	80.02
Fire			Total Rescue Unit	\$17,562.33
Fire Broken Bow Rural Fire Board	100	Utilites, Phone, and Internet	Utilities	193.28
Broken Bow Rural Fire Board	100	Utilites, Phone, and Internet	Telephone/Internet	47.38
Card Services	100	Supplies, snack, and fuel	Supplies & Postage	406.55
Card Services		Supplies, snack, and fuel	Equipment Purchases	59.91
City of Broken Bow - Health Insurance		health insurance	Health Insurance	738.64
EZ IT Solutions	7660	IT Services	IT Expense	230.42
Eakes Office Products Verizon Wireless	593338	Copier meter reading	Copier Maint/Expense	142.53
Verizon Wireless Verizon Wireless		telephone telephone	Telephone/Internet Telephone/Internet	40.01 43.03
VOINZOIT VVII OTOGO		tolophone	Total Fire	\$1,901.75
Library				
Broken Bow Municipal Utilities		Utilities	Utilities	723.90
Card Services		Library - Training	Training	968.70
City of Broken Bow - Health Insurance EZ IT Solutions	7660	health insurance IT Services	Health Insurance	2,195.31
EZ IT Solutions		Library Door Project	IT Expense Door Project	460.83 4,776.41
Great Plains Communications	7000	ACCT3 119895 - Library Internet	Telephone/Internet	154.76
Hometown Leasing		Copier lease - Library	Copier Maint/Expense	73.57
Jill Smith		Refund for canceled event	Library Fees	35.00
Sara J. Hulinsky		cleaning service	Contracted Services	837.00
Street			Total Library	\$10,225.48
Barco Products	250527	Signs	Street Signs	1,741.03
Broken Bow Municipal Utilities		Utilities	Utilities	358.59
Broken Bow Municipal Utilities		Utilities	Street Lighting	25.10
Card Services 4834		Equipment Maintenance	Maint/Repair Equipment	210.80
Carroll Construction Supply		Cement Tools and Supplies	Street Construction	3,103.48
Century Link City of Broken Bow - Health Insurance		ACCT# 333594161 health insurance	Telephone/Internet Health Insurance	49.55 6,226.91
EZ IT Solutions		IT Services	IT Expense	460.83
Great Plains Communications		ACCT# 102490 - Streets & Parks Internet	Telephone/Internet	75.00
Kully Pipe & Steel	819189	Steel	Maint/Repair Equipment	249.63
Mead Lumber		Maintenance and repairs	Street Construction	1,047.31
RT Ace, LLC		ACCT# 1297 - Shop repair/dust control	Maint/Repair Equipment	236.49
Sandhills Custom Creations Verizon Wireless		Shirts/hats telephone	Safety Equipment Telephone/Internet	629.64 43.03
Wenquist, Inc.		ACCT# 1243 Veh. Maint.	Maint/Repair Equipment	510.48
24			a	510.40

11/8/2024 9:46:43 AM		City of Broken Bow		Page 4 of 4
<u>Vendor Name</u>	<u>Invoice</u>	Invoice Description	Account Description	<u>Amount</u>
Street			Total Street	\$14,967.87
Park			rotal Street	\$14,967.67
AKRS Equipment-Parks		ACCT# 50208 Mower Maint	Maint/Repair Equipment	122.52
Beaver Bearing Co Albion	11400/IN	I ACCT# 914 - Mower repairs	Maint/Repair Equipment	12.65
Broken Bow Municipal Utilities		Utilities	Utilities	645.57
Broken Bow Municipal Utilities		Utilities	Utilities	179.29
Central Nebraska Bobcat		Over hours charge	Maintenance/Repair Gro	560.00
Century Link		ACCT# 333594161	Telephone/Internet	49.54
City of Broken Bow - Health Insurance		health insurance	Health Insurance	3,313.57
EZ IT Solutions	7660	IT Services	IT Expense	460.83
Great Plains Communications		ACCT# 102490 - Streets & Parks Internet	Telephone/Internet	75.00
Hometown Leasing	10135620	2024 UW56 Bobcat lease payment - Parks	Equipment Purchases	8,000.00
Mead Lumber		Maintenance and repairs	Maintenance/Repair Gro	1,223.46
RT ACE, LLC		ACCT# 1295 - Maintenance grounds	Maintenance/Repair Gro	1,138.66
S&L Sanitary Service Sandhills Custom Creations	3241	ACCT# 2	Trash Removal	58.30
Trotter Fertilizer	3241	Shirts/hats ACCT# BBPAR Fertilizer	Safety Equipment	629.64
Verizon Wireless		telephone	Maintenance/Repair Gro	985.67 43.03
Wenguist Inc.		ACCT# 1192 Vehicle Maint	Telephone/Internet Maint/Repair Equipment	43.03 69.98
vvonquist inc.		ACC1# 1192 Verlicle Maint	Total Park	\$17,567.71
Swimming Pool				
Broken Bow Municipal Utilities		Utilities	Utilities	91.45
Century Link		ACCT# 333945255 Basic & Credit Card	Telephone/Internet	135.66
TSYS Merchant Solutions		CC Processing Fees	Credit Card/POS Service	229.00
			Total Swimming Pool	\$456.11
Sanitation			-	
Broken Bow Municipal Utilities		Utilities	Utilities	36.37
Custer Public Power		CD Cell Power	Utilities	56.26
RT Ace, LLC		ACCT# 1297 - Shop repair/dust control	Land & Buildings	17.98
			Total Sanitation	\$110.61
ST Infra/Capital				
LMJ3, LLC		Public restroom project - Final payment	Sales Tax Infra Projects	30,000.00
Myers Construction Co		Eagle Crest Water & Sanitary Extensions wa		409,535.68
			Total ST Infra/Capital	\$439,535.68
			= 	\$663,476.52

Report Selection: Check Approval List - GL Account

Date Range Selection: GL Posting Date
Starting Date: 10/23/2024

Biweekly Payroll \$74,110.20 10/23/2024

Starting Date: 10/23/2024 Biweekly Payroll \$74,110.20 3
Ending Date: 11/12/2024

Banks: All Biweekly Payroll \$75,433.48 11/6/2024

Bank Acct#:
Include Printed Checks: ✓

Broken Bow City Council

Meeting Minutes October 8th, 2024

The Broken Bow City Council met in regular session on Tuesday, October 8th, 2024, in the Broken Bow Municipal Auditorium. Notice of the meeting was given in advance thereof by publication in the Custer County Chief, the designated method for giving notice. Advance notice of the meeting, a copy of the agenda, and related council materials was given to the Mayor and all members of the City Council and shared with various media outlets. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

Mayor Rod Sonnichsen called the meeting to order at 6:00 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 Act, followed by reciting the Pledge of Allegiance.

Moved by Smith, seconded by Wassom to approve the consent agenda for October 8, 2024. Said motion includes approval of the Minutes of the September 24, 2024, Budget Hearing, Minutes of the September 24, 2024, Council Meeting, and Bills to Date. Roll call vote: Voting aye: Smith, Wassom, and Holland. Nays: None. Motion carried.

Aflac \$442.79, \$119.50, \$67.02, Bohlmann Inc \$152.40, Broken Bow Airport Authority \$1,083.33, Broken Bow Chamber of Commerce \$5,985.00, Broken Bow Golf Club \$400.00, Broken Bow Municipal Utilities \$6,257.02, CapitalOne \$206.34, Card Services \$146.00, \$351.76, \$366.43, \$5,581.85, Century Link \$88.69, \$135.38, \$334.13, \$98.75, City Flex Benefit Plan \$225.00, City of Broken Bow \$25.50, City of Broken Bow – Health Insurance \$3,507.51, City of Broken Bow Pension Fund \$2,324.80, \$9,780.26, \$996.82, Colonial Insurance \$423.92, \$329.52, \$546.08, Consolidated Management Co. \$116.85, Credit Management Services \$5.48, Custer County Construction Inc. \$24,987.00, Custer County Treasurer \$19,386.68, Custer Public Power \$50.39, EFTPS Online Payment \$3,070.14, \$7,642.57, \$13,127.12, EZ IT Solutions \$2,765.00, \$2,330.08, \$10,239.87, Eakes Office Products \$255.60, First Response Billing Associates, LLC \$1,556.56, Great Plains Communications \$150.00, \$84.95, \$154.58, Grocery Kart \$45.33, \$3.23, Hometown Leasing \$291.12, \$73.57, JEO \$1,293.50, Kirkpatrick Cleaning Solutions \$1,043.00, Nebraska Child Support Payment Center \$899.09, Nebraska Law Enforcement Training Center \$500.00, \$50.00, Nebraska Mun Clerks Association \$150.00, RT Ace, LLC \$19.18, \$10.26, S&L Sanitary Service \$90.00, Sara J. Hulinsky \$837.00, Schaper and White Law Firm \$3,028.00, State Income Tax WH NE Online Payment \$3,763.71, Statewide Collection LLC \$15.95, Steve Scott \$58.29, Super Vacuum Manufacturing \$399.21, TX Child Support SDU \$410.23, The Olson Group \$2,534.00, Tracker Systems \$16.99, Ty Taylor \$268.11, Verizon Wireless \$320.08, Total \$142,018.52, Bi-Weekly Payroll (9/25/24) \$76,341.77, Grand Total \$218,360.29.

Under new business, moved by Wassom, seconded by Holland to approve partnering with the Broken Bow Library Foundation for the Broken Bow Story Walk at Melham Park. During

discussion, Library Director, Megan Svoboda explained that the project is a family-friendly activity that allows citizens to read a story as they walk the Melham walking trail. The project will consist of approximately 25 stands with story book pages. The stories will be switched out periodically and the exhibits will be maintained by the Library Foundation. She also explained that if the project is approved, the foundation will be working on obtaining grant funding as well as fundraising throughout the community. She concluded by explaining that the city parks department will assist by deciding where the exhibits should be placed and cementing the stands in place. Roll Call Vote: Voting aye: Smith, Wassom, and Holland. Nays: None. Motion carried.

Mayor Sonnichsen stated that new business items B through E are being pushed back and will take place after council comments later in the meeting.

Broken Bow Housing Authority Director Anna Martin presented the Annual Housing Authority Report and requested that the FY 2023 PILOT (Payment in Lieu of Taxes) Funds in the amount of \$27,950.18 be waived back to the Broken Bow Housing Authority. She also highlighted their 2023 capital improvements, future plans for 2024, and the needs they meet throughout the community. Moved by Holland, seconded by Smith to approve the waiver of PILOT Funds back to the Broken Bow Housing Authority in the amount of \$27,950.18. Roll Call vote: Voting aye: Smith, Wassom, and Holland, Nays: None. Motion carried.

Greg Barker joined the meeting at 6:28 pm.

Resolution 2024-13, League of Risk Management (LARM), was introduced by Mayor Sonnichsen. During discussion, Administrator Schmidt stated that LARM is the insurance group coverage arm of the League of Municipalities and that they were invited to quote the city on liability and workers compensation insurance rates for 2024-2025. Clint Simmons of Simmons Insurance Services stated he was an independent insurance agent for LARM and he personally insures approximately 125 municipalities around the state. He discussed various member service programs provided by LARM at no extra cost. He highlighted the Lean on LARM Safety \$500 Grant and the LARM Armor Program that will reimburse the city \$700 for the purchase of bulletproof vests when departments have a mandatory wear policy. He further explained that LARM will have a property evaluation specialist come on site to review all city property to make sure it is all listed and valued properly, and also look for cost savings for the city. He said that he noticed today that there was some personal property content coverage that he was unaware of and that there is a possibility that the proposal could change a little. He said that is a common situation because it is a working document that is constantly changing as equipment, autos, and property is added and subtracted throughout the year. He said the proposal in front of council should be close to what it ends up being.

He also went over various parts of the coverages and explained that our current insurance carrier, EMC, is taking extremely high wind and hail deductibles across the state of Nebraska and Iowa. He stated that if we had catastrophic loss, our current deductible would be \$25,000 per event. With LARM our deductible will be \$5,000 per event. He did want everyone to know that the power plant engines are not covered due to reinsurance companies not covering those engines and that this is common issue for cities. He further explained the Resolution and Interlocal Agreement and stated that LARM is not

an insurance company but is instead an insurance pool. He said if the city moves forward, we would be entering into a Interlocal Agreement with LARM and passing a Resolution that chooses the length of time regarding providing a written notice of termination date. He went on to highlight each of the options available.

Mayor Sonnichsen spent time discussing the "90 day notice only" commitment and stated that this is all new territory for the city and even at that commitment level, the rate will already save the city approximately \$100,000. Administrator Schmidt asked Mr. Simmons if the city chose the "90 day notice only" option if we would be putting ourselves at a disadvantage with LARM when it came time to renewal next year. Mr. Simmons stated that that would probably not be the case because even if we liked everything that LARM had done, if we had any hesitation, we could give notice to go out to bid but we are not tied to that. Councilmember Wassom also clarified that the policy automatically renews each year if we do not give LARM notice, and that it is up to the city to track the dates for notice depending on what option they would decide upon. Administrator Schmidt asked if it is common for communities to go out for bids to test the water and see where prices are at. Mr. Simmons stated that it is less about testing pricing and more about the comfort level of councils that are new to LARM.

Mayor Sonnichsen stated that Administrator Schmidt had spent the most time reviewing these issues and working with LARM and asked if he had a recommendation for the board regarding the options available to choose from. Administrator Schmidt said that his recommendation would be the "90 Day Only Notice" commitment due to being new to LARM. He further stated that we have been very happy with EMC Insurance and Nate Bell, but that the market conditions have made it very difficult for them to be competitive. He also said that there is a significant savings for the city even at the "90 Day Notice Only" commitment, and that didn't even count the changes in the deductibles. He ended by thanking EMC and Nate Bell for all they have done and said that in the future there may be opportunities to work together again if things change.

Administrator Schmidt also explained that we still have insurance under EMC until the decision is made to go with LARM. He explained that EMC currently does not cover the engines in the power plant either and we only have the power plant due to our agreement with MEAN which allows us to generate power during emergency situations. He explained that the plant is aging and only generates enough power to cover a small percentage of downtown. He said that the city will probably be looking into making some significant changes regarding it in the next year or two because there is hardly anyone available that can work on the engines and parts are extremely hard to find. Mr. Simmons further explained that power generation is extremely difficult in the market right now and unbelievably expensive because there is too much risk for any carrier. Dave Schmidt also asked if the LARM coverage would be able to start on October 13, 2024, because it will work better with the cancellation of the EMC insurance policy. Mr. Simmons said he could make that happen.

Moved by Wassom, seconded by Holland to approve Resolution 2024-13, League of Risk Management (LARM), and selecting the option of providing written notice of termination at least 90 days prior to the desired termination date, which date shall be no sooner than September 30, 2025 (90 day Notice only). Roll call vote: Voting aye: Smith, Wassom, and Holland. Nays: None. Motion carried.

Moved by Smith, seconded by Holland to approve the Interlocal Agreement between League of Risk Management (LARM) and the City of Broken Bow. Roll call vote: Voting aye: Smith, Wassom, and Holland. Nays: None. Motion carried.

Moved by Smith, seconded by Holland to approve the appointment of David Baltz as the Emergency Services Department Head. Roll call vote: Voting aye: Smith, Wassom, and Holland. Nays: None. Motion carried.

During public comments, Administrator Schmidt invited Captain Anderson to the podium to talk about the grant that the police department had recently been awarded. Captain Anderson explained that in 2019 the police department purchased Mobile Data Terminals for the patrol vehicles and because they were all bought at the same time, they have started wearing out and having issues at the same time. The police department started the process of working towards getting them replaced and he explained that they just received word that they have received a grant from the Department of Highway Safety office for a little over \$25,000 to go towards the replacement of those computers. Administrator Schmidt explained that Captain Anderson led this charge and that he is responsible for Broken Bow being the recipient of that grant. He thanked him for all his work bringing that to fruition.

Under Mayor and council comments, Councilmember Smith thanked Megan Svoboda and the Library board for all they do to improve the community and the exciting new ideas they come up with for citizens. Councilmember Holland also thanked David Baltz for all he did during the last six months in getting the ALS program set up for the City of Broken Bow. He said he knew it was a challenge that David handled well and welcomed him to his new position.

Mayor Sonnichsen stated that he would now go back to the items listed under B through E under new business. City Attorney Jason White acknowledged that Mr. Greg Barker was in attendance and that prior to the meeting, Mr. Barker had requested to meet in Closed Session for the protection of his character and personal reputation. Mr. Barker confirmed that he had made that request and Attorney White stated that it was possible because it was a legitimate reason to enter into closed session. Mayor Sonnichsen also stated that once they exit closed session, Council will reconvene back in open session and make any formal action it deems appropriate and complete any addenda items.

Moved by Smith, seconded by Wassom, to adjourn into Closed Session at 6:55 pm regarding new business items B, C, D and E, for the purpose of protecting the personal reputation of Mr. Barker, to include the Mayor, City Council members, City Attorney Jason White, Administrator David Schmidt, Captain Anderson and Greg Barker. Roll Call Vote: Voting aye: Smith, Wassom, and Holland. Nays: None. Motion carried.

Moved by Holland, seconded by Wassom, to reconvene in regular session at 7:41 pm. Roll Call Vote: Voting aye: Smith, Wassom, and Holland. Nays: None. Motion carried.

Moved by Smith, seconded by Holland, to omit the public hearing for the nuisance property at 118 S. 15th Ave and postpone action for 30 days. The hearing and action item will take place at the

November 12, 2024, council meeting. Roll Call Vote: Voting aye: Smith, Wassom, and Holland. Nays: None. Motion carried.

Moved by Holland, seconded by Wassom, to omit the public hearing for the nuisance property at 139 S. 14th Ave and postpone action for 30 days. The hearing and action item will take place at the November 12, 2024, council meeting. Roll Call Vote: Voting aye: Smith, Wassom, and Holland. Nays: None. Motion carried.

Moved by Holland, seconded by Wassom, to adjourn the City Council meeting at 7:45 PM. Roll Call vote: Voting aye: Smith, Wassom, and Holland. Nays: None. Motion Carried.

	Rodney W. Sonnichsen, Mayor
ATTEST:	

CITY OF BROKEN BOW, NEBRASKA ORDINANCE NO. 1292

An ordinance providing for the partial vacation of 9th Avenue. Specifically the first 125 feet south of the South 9th Avenue and South K Street intersection, between parcel 479820 and parcel 1231500 in the City of Broken Bow, Custer County, Nebraska; providing for the manner of ascertainment of damages sustained by the citizens of the City of Broken Bow, Nebraska, or by the owners of property therein by the vacation of said street, providing for the giving of notice to said citizens or property owners of the time and place for hearing on any claims for damages by reason of said vacation, and prescribing the time when this ordinance shall be in full force and take effect.

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

Section 1. That the first 150 feet of 9th Ave , between parcel 479820 and parcel 1231500 (A tract of land in the Southest quarter of the Southeast quarter of Section 32, Township 17 North, Range 20 West of the 6th P.M., Custer County, Nebraska, described as follows: Commencing at a point 80 feet South and 220 feet West of the Southeast corner of Block 1, Reyner's Addition, Broken Bow, Custer County, Nebraska; running thence South 125 feet; thence West 60 feet; thence North 125 feet; thence East 60 feet to the place of beginning, shall be, and the same hereby, is vacated.

Section 2. That any citizen of the City of Broken Bow, Nebraska, or any owner of property therein who claims that he sustained damages as a result of the vacation of said streets shall file his claim for damages with the City Clerk of the City of Broken Bow, Nebraska, on or before the 12th day of December, 2024, and the damages, if any, sustained by the claimant shall be asceliained by the Mayor and Council of the City of Broken Bow, Nebraska, at the regular meeting of said Mayor and Council on January 14th, 2025, at 6:00 P.M. in the Auditorium in the Municipal Building of the City of Broken Bow, Nebraska.

Section 3. That the Clerk of the City of Broken Bow, Nebraska, shall give notice to the citizens of the City of Broken Bow, Nebraska, and to the owners of property therein, of the time limit for filing claims for damages for the vacation of said streets and the time and place for hearing on said claims by publication of a legal notice in the Custer County Chief on November 21st, 2024.

Section 4. That the City of Broken Bow shall retain perpetual easement rights on the vacated portion of South 9th Ave Street between South K Street and South N Street and the owner shall not obstruct, or permit to be obstructed, the easement premises at any time whatsoever without the express prior written consent of the City.

Section 4. That this ordinance shall be in full force and take effect from and after its passage, approval and publication according to law.
PASSED AND APPROVED this day of, 2024.
Rod Sonnichsen, Mayor
ATTEST:
Jennifer A. Waterhouse, City Clerk

PETITION FOR VACATION OR ABANDONMENT OF PUBLIC ROAD

Jeffrey P Boston along with the undersigned residents of Broken Bow, Nebraska own property adjacent to a segment of public road right-of-way described as:

South 9th Avenue between South K Street and South N street in Broken Bow Nebraska

a map of which is attached hereto, and hereby petition the City of Broken Bow to vacate or abandon said segment of public road for the reason that:

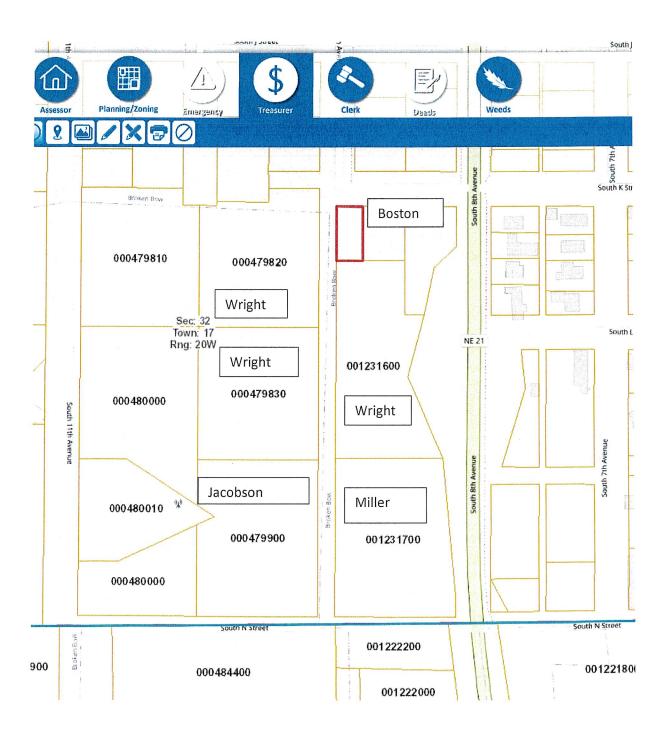
The area has not been developed to be used as a city road.

<u>Jeffrey Boston would like to use the area adjacent to his property for a storage shed and car port. The</u> remaining area would be divided equally between adjacent landowners

And further request that a time and date be set for a public hearing before the Broken Bow City Council on this matter. The Primary Petitioner(s) of the undersigned are property owners of adjacent undeveloped area of South 9th Avenue (are):

PETITIONERS

NAME S58 Awar hed Dice Nick Jacobson 79006 North Maser City 1229 S 8th Ave Broker Bow NE. 4. ABoston 850 S K St Broker Bow NE.



PETITION FOR VACATING OR ABANDONMENT OF PUBLIC ROAD

<u>Petitioner</u>

Jeffrey Boston

850 S K St

Broken Bow NE 68822

Adjacent Property Owners

Gregory A & Julie L Wright

858 Arrowhead Dr

Broken Bow NE 68822

Nicholas R & Amy S Jacobson

79006 N Mason RD

Mason City NE 68855

Robert F & Judith A Miller

1229 S 8th Ave

Broken Bow, NE 68822

PID	OwnerName	PropertyAddress	OwnerAddress	LegalDesc	treasurer_duedate
000479820	WRIGHT, GREGORY A &		858 ARROWHEAD DR	0-0-0 M.E. GANDY ADD;	August 31st, 2024
	JULIEL		BROKEN BOW NE 68822	BLOCK 8 & 2 STREET	
				VACATIONS 1.93 ACRES	
				BROKEN BOW TWP	

		R	SEC
17	<u> </u>	W	2

	000479900	PID
AMY S (JT)	JACOBSON, NICHOLAS R &	OwnerName
		PropertyAddress
MASON CITY NE 68855	79006 N MASON RD	OwnerAddress
360.4' BLOCK 9 & ADJ 1/2 VAC 10TH AVE EXC PAR 2.3 ACRES BROKEN BOW TWP	0-0-0 M E GANDY ADD S	LegalDesc
	August 31st, 2024	treasurer_duedate

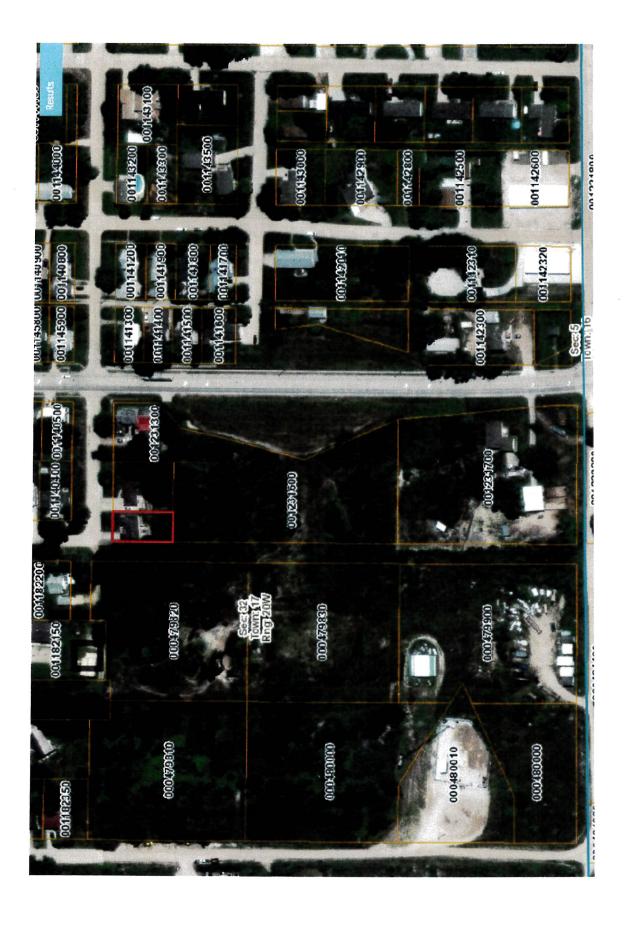
T TOLL
T 20W/ R
20W R
20W R

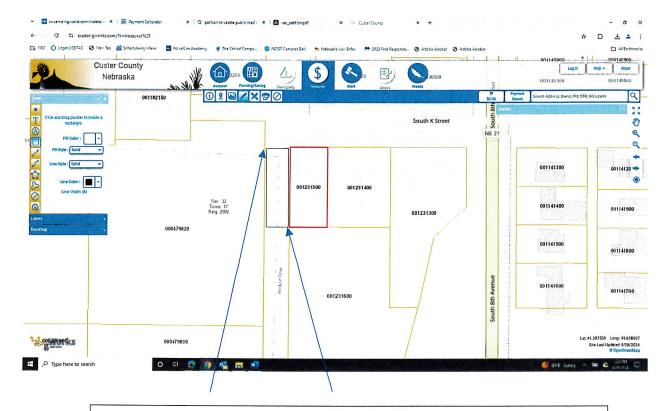
	BOW CITY	00024			
	17-20 PAR IN SESE BROKEN	BOW NE 68877	BOW		
Augu	32-17-20 PARCELS SEC 32- August 31st, 2024	1229 S 8TH AVE BROKEN	1229 S 8TH AVE BROKEN 1229 S 8TH AVE BROKEN	MILLER, ROBERT F &	001231700
treasurer_duedate	LegalDesc	OwnerAddress	PropertyAddress	OwnerName	PID

T
WOX

			001231500	PID
			BOSTON, JEFFREY P	OwnerName
			850 S K ST BROKEN BOW 850 S K ST BROKEN BOV	PropertyAddress
•		NE 68822	850 S K ST BROKEN BOW	OwnerAddress
	CITY	17-20 SESE BROKEN BOW	32-17-20 PARCELS SEC 32- August 31st, 2024	LegalDesc
			August 31st, 2024	treasurer_duedate

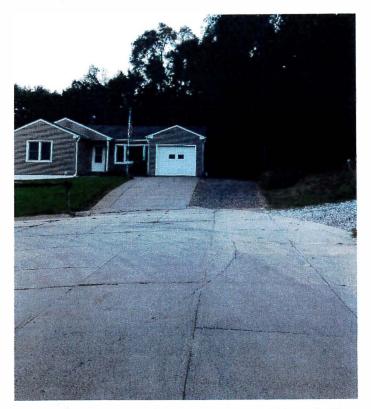
\vdash	
	是避
7	題版
	根架
活動	
	950
	多 體
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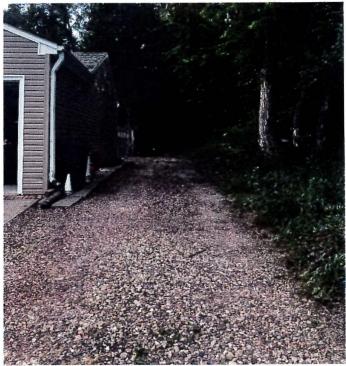




Location I wish to acquire with this Vacate Request

Street View







POLICE DEPARTMENT

116 SOUTH 11th AVENUE - BROKEN BOW, NE 68822 - 308-872-6424

May 22, 2024

Yvonne Barker c/o Greg Barker P.O. Box 21 Broken Bow, NE 68822

Dear Mr. Barker:

I am writing this letter to advise you of the property you own, at 118 South 15th Avenue Broken Bow, (Legal Description) DANIEL LEWIS ADD NW1/4 BLOCK 5 BROKEN BOW CITY, is in violation of our city zoning code and has been declared an unsafe building.

You are hereby notified that the House and Carport located on the premises above mentioned have been determined to be unsafe buildings and a nuisance after inspection by the Broken Bow Police Department. Included under the City Zoning Code Chapter 150.35, it describes an unsafe building as a danger to public health because of its condition. Age, lack of repair or any other causes are especially susceptible to fire and constitute or create a fire hazard. Other hazards are the railroad ties & a pile of deteriorated particle board next to the house. The house has been unhabitable for several years and has been sitting and getting dilapidated along with the Carport. This type of condition may cause or aid in the spread of disease or injury and lack of proper repair is also one of the descriptions under the Code of unsafe building. It also causes valuations of the homes in the area to be lower.

I have enclosed a copy of the City Zoning Code, Chapter 150.35 to Chapter 150.37, for you to review.

You must remedy this condition or demolish the building within 60 days of the date of receipt of this notice or the city will proceed to do so. Appeal of this determination may be made to the City Council, acting as the Board of Appeals, by filing with the City Clerk or City Administrator within 10 days of the date of receipt of this notice to request a hearing.

Respectfully,

Steve Scott, Chief of Police

Cc: Rod Sonnichsen, Mayor

Dave Schmidt, City Administrator
Jennifer Waterhouse, City Clerk
Jason White, City Attorney

We are appealing the demolition of the house of carport at 118 S. 15th in Broken Bow, ne. I agree the sest of the lot needs Chaned up and will do so in the time frame allowed.

Ally Barban Manager 6/4/24



DEPARTMENT

116 SOUTH 11th AVENUE - BROKEN BOW, NE 68822 - 308-872-6424

May 22, 2024

Barker Family Trust (James R. & Lucille I. Barker) P.O. Box 219 Broken Bow, NE 68822

Dear Mr. Barker:

I am writing this letter to advise you of the property you own at 139 South 14th Avenue, Broken Bow, NE, LEGAL DESCRIPTION: DANIEL LEWIS ADD BLOCK 5 AND PAR BROKEN BOW CITY, is in violation of our City Zoning Code and has been declared as an unsafe building.

You are hereby notified that the House located on the premises above mentioned has been determined to be an unsafe building and a nuisance after inspection by the Broken Bow Police Department. Included under the City Zoning Code Chapter 150.35, it describes an unsafe building as a danger to public health because of its condition. The foundation is crumbling, age, and almost two years ago the house was partly torn down and was not completely finished and has had lack of proper repair. The House and Garage are considered unsafe because of age, lack of proper repair, and the buildings are deteriorating and becoming dilapidated. This type of condition may cause or aid in the spread of disease or injury and lack of proper repair is also one of the descriptions under the Code of unsafe buildings. It also causes valuations of the homes in the area to be lower.

I have enclosed a copy of the City Zoning Code, Chapter 150.35 to Chapter 150.37, for you to review.

You must remedy this condition or demolish the building within 60 days of the date of receipt of this notice or the city will proceed to do so. Appeal of this determination may be made to the City Council, acting as the Board of Appeals, by filing with the City Clerk or City Administrator within 10 days of the date of receipt of this notice to request a hearing.

Respectfully,

Steve Scott, Chief of Police

Cc: Rod Sonnichsen, Mayor Dave Schmidt, City Administrator Jennifer Waterhouse, City Clerk ✓

Jason White, City Attorney

We are appealing the demolition of the house of garage at 139 9. 14th in Broken Bow, ne.

> All Basher Manager 6/3/24

Note: I wanted to turn this in on monday 6/3 cout I had to take my mom to the emergency room in Kearney.



BROKEN BOW AMBULANCE BYLAWS

Passed & Approved on	b	y the City of Broken Bow.
City of Broken Bow Mayor		
BBAS EMS Chief		

All other versions including versions with titles including "Constitution" are null and void.

Purpose

The purpose of these bylaws is to provide a standard form of organization and a structure for the emergency medical service providing care for the people of our EMS community.

Vision

The vision of the Broken Bow Ambulance Service is to utilize the most current standards of emergency health care to improve the quality of life and to administer emergency healthcare.

Mission

The mission of the Broken Bow Ambulance Service is to provide training and to work with local and regional health care agencies to provide emergency healthcare and to improve the wellbeing of the people of our community.

I. Name of the Organization

1) This organization shall be known as Broken Bow Ambulance Service, hereafter BBAS.

II. Objectives

1) The objective of BBAS is to provide prompt, adequate and efficient rescue and emergency medical service to the community, the fire district, and the mutual aid district. To meet these objectives, it is necessary to provide the same confidential and humane relationship between its emergency medical personnel and the people it serves as that provided by a doctor to patients.

III. Medical Director

1) The Physician Medical Director (PMD) retains the ultimate authority and responsibility for monitoring the service, establishing protocols, standing orders, operational guidelines, and the overall supervision of the medical aspects of BBAS.

IV. Application for Membership

- 1) Applications for membership shall be completed by anyone wanting to become a member of BBAS. The application being used shall be approved by a vote of BBAS members during a regular business meeting by a vote of current voting policy. Once an application is complete, it is given to the EMS Chief who shall organize an Officers Meeting.
- 2) The Officers shall meet to review applications for membership. The application shall be reviewed to ensure the applicant meets requirements to become a member. The Officers may request an interview with the applicant, proof of driver's license status, current healthcare license status, current CPR certification, and/or a background check.
- 3) The Officers shall take a vote using current voting policy by roll call vote and recorded by the Secretary. The applicant must receive a majority vote of fifty-one percent (51%) from the total count of Officers to proceed in the membership process.
- 4) If the applicant does not receive a majority vote, the applicant is notified in writing by the Secretary within ten (10) business days of the denied application.
- 5) If the applicant does receive a majority vote, the Chief or their designee shall bring the application and recommendation to the BBAS PMD for review.
- 6) If the PMD does not approve the applicant and rejects the Officers recommendation, the applicant is notified in writing by the Secretary within ten (10) business days of the denied application.
- 7) If the PMD approves the applicant and accepts the Officers recommendation, the Chief or their designee shall bring the application and recommendations from the Officers and PMD to the Broken Bow City Council for approval.

- 8) Broken Bow City Council will be the final decision on approving a new member. If voted on, the membership is effective at the close of the Broken Bow City Council meeting and the new member starts their probationary status.
- 9) If not voted on, the applicant is notified in writing by the Secretary within ten (10) business days of the denied application.

V. Definition of Membership

- 1) The membership of this organization shall be composed of active healthcare, active non-healthcare, inactive, probationary, and honorary emergency medical personnel.
- 2) Active Healthcare Members:
 - a) Active emergency medical personnel are those members who are fulfilling the listed requirements stated in the bylaws. The active emergency medical personnel must have current state licensure for an accepted healthcare license, submit a completed application, and successfully approved as a member as Article IV defines.
- 3) Active Non-Healthcare:
 - a) Non-healthcare personnel are those members who are fulfilling the listed requirements stated in the bylaws. Active non-healthcare personnel has current BLS CPR certification, submit a completed application, and is successfully approved as a member as Article IV defines. This membership level is for drivers for BBAS that do not hold a healthcare license and will not be providing patient care.
- 4) Inactive Members:
 - a) Inactive personnel are members that have been on the active roster with at least six months or more of consecutive active service with BBAS. Upon the request of the member, they may be placed on the inactive membership role. Inactive personnel must continue to meet state requirements for continuing education for healthcare members. Inactive members give up the right for voting and the right to participate in the insurance program(s). A member cannot be inactive for a period of over two years.
- 5) Probationary Members:
 - a) A probationary member is a member which is in training to become and active member or one who has committed an infraction of the bylaws, has action taken against their state healthcare license, or has been suspended.
 - i) A newly added member will be on probation for a period of six (6) months starting from the Broken Bow City Council meeting voting the member on.
 - a. Encouraged to attend all business and training meetings.
 - b. Will provide a copy of their state EMS license for healthcare members and CPR card for all members to the Training Officer and City of Broken Bow.
 - c. Permitted to drive only when an officer gives authorization.

- b) If questions concerning skills or character during the probationary period arise, the issue will be taken before the Officers to be documented and resolved. The Officers will complete an evaluation and may extend probation, terminate membership, or refer the matter to the PMD.
- 6) Honorary Members:
 - a) Any person of good character who has given outstanding service to BBAS may be elected to honorary member at any regular meeting per current voting policy. Said person must have served as a member for at least 10 years. Years of service may be waived by vote of current voting policy. Honorary members shall have the privilege to attend meetings and public relation events. The honorary member will not have voting privileges. The honorary member will not be able to hold an office position.
- b) All pagers and radios, equipment, and emergency gear will be returned to BBAS once voted as an honorary member. When moved to honorary member, the member can be voted back to active membership by current voting policy if there is a personal status change.

VI. Drivers

- 1) Qualified drivers must have a valid Nebraska driver's license. The provider and governing body may verify all licenses.
- 2) Drivers must be signed off on driver related skills by an Officer of BBAS before they can operate the ambulance on their own. Before a Driver is signed off, an Active member able to operate the ambulance should ride with them while operating the Ambulance.
- 3) The bylaws and protocols of the service will govern the driver of BBAS.

VII. Duties of Members

- 1) It shall be the duty of every member to attend formal education on emergency care of patients. Attending conferences, current classes, mock disasters, or meeting trainings may be used for this training requirement. Active healthcare members shall maintain a current State of Nebraska healthcare license and all active members shall maintain current BLS CPR certification.
- 2) Continuing education requirements for licensure renewal must meet current State of Nebraska rules and regulations.
- 3) All active members shall cover scheduled shifts being on call. To remain active and in good standing, members need to cover a minimum of 48 hours per calendar month.
- 4) Members covering a scheduled shift must be within 10 miles of the BBAS station while covering pager.

VIII. On Duty

- 1) Members shall be considered on duty in the following situations:
 - a) When responding to an official call for service.

- b) Attending authorized meetings, conferences, drills, or activities of BBAS.
- c) Returning directly to the member's place of residence or place of work without an unauthorized stop after responding to a call for service.
- d) When authorized to provide mutual aid to another service.
- e) When covering pager (on call) on a scheduled shift where the member is expected to respond if/when there is a call for service.
- f) The timeframe for being on duty is from the time notified of service needed or within the district prior to official notification when there is a duty to act within the scope of practice from such time notified until returned to the origin of where the member started without detour at such time the emergency happened.

IX. Absences

- 1) Excused absences:
- a) Any member unable to attend the required meetings, trainings and public relation events due to sickness, job attendance, self or immediate family emergency, or church attendance will be excused and counted as present.
- b) The member must contact an officer prior to the meeting, training, or any scheduled event to be counted as excused.
- c) Missing three consecutive meetings and/or trainings is grounds for dismissal from the service.
- d) Missing fifty-one percent (51%) of meetings and/or trainings is grounds for dismissal from the service.
- 2) Leave of absence:
 - a) A member may request a leave of absence for mental duress or physical limitations. The request must be submitted in writing to the EMS Chief who will act upon the request. A vote with current voting policy will be required to grant a leave of absence. A leave of absence may be extended by a vote of membership with current voting policy. If approval is granted, radios and pagers will be returned to BBAS.

X. Expulsion of Members

- 1) Any member may be expelled from the department. Members shall be entitled to a hearing with BBAS Officers but may be placed on probation and limited or excluded from having the ability to respond to calls for service. If a limitation or exclusion is placed, the hearing will be scheduled within ten (10) days of notification of such limitations or exclusions. Reasons for expulsion are as follows but are not limited to:
 - a) Breaking HIPAA confidentiality law.
 - b) Unprofessionalism and/or misconduct.
 - c) Unsuccessful completion of probationary period.

- d) Failure to pass a drug or alcohol test, or any reported and proven illegal incident with alcohol or drugs, or failure to take a drug or alcohol test when suspicion arises during an on-duty time or event.
- e) The use of drugs, alcohol, or being under the influence of drugs or alcohol while "on-duty" including on call.
- f) Theft or unauthorized use of rescue supplies and/or equipment.
- g) Three consecutive unexcused absences from meetings and/or trainings.
- h) Non-attendance of fifty-one (51%) of meetings and/or trainings within a calendar year.
- i) Suspended or revoked Nebraska driver's license.
- j) Conviction of misdemeanor or felony offense excluding minor traffic violations.
- k) Action taken by the State of Nebraska on a member's healthcare license.
- Nebraska is an at-will employment state and BBAS retains the right to expel/terminate membership with or without cause.

2) Act of Expulsion:

- a) The act of expulsion may be enforced by:
 - i) A written ballot vote of BBAS Officers with a majority of total officers, not just present officers voting to expel, during an Officers meeting with minutes taken.
 - ii) A written ballot vote of BBAS members during a BBAS official meeting using current voting policy.
 - iii) A decision by BBAS' PMD to expel the member.
 - iv) A vote by the Broken Bow City Council to expel the member.
- b) Any entity in section IX 2) a) may expel a member without approval from any other entity option. If a member is expelled, the decision is final and the only method for reinstatement as a member is to apply for membership again.
- c) If any one entity in section IX 2) a) expels a member and any other option listed feels it was an unjust expulsion, the other three (3) entities, may each vote to overturn the decision but it must be passed by all three (3) other entities to overturn.

XI. Probation and Suspension of Member

- 1) A violation of state or municipal laws less than a class IV misdemeanor of a minor infractions of unprofessionalism or misconduct may be ground for probation of up to six (6) months or suspension of up to three (3) months, from the service.
- 2) Probation of suspension may be administered to an active member or an active member on probation. The Officers of the department enumerated in Article XI will administer the probation or suspension.
- a) A hearing before the Officers will take place and the Secretary will provide written notification of the decision to the member within ten (10) working days of the hearing.
- 3) If during the member's probation period, the member commits another infraction, they may be suspended from the service for a period of up to twelve (12) months pending severity of infraction.

4) An active member placed on probation may still respond to calls and provide appropriate care but may be restricted in responding to calls for service or providing patient care without an active member that is not on probation. This will be determined by the Officers and/or PMD.

XII. Title of Officers

- 1) The Officers of BBAS shall be known as:
- a) EMS Chief (when applicable)
- b) Assistant EMS Chief
- c) Treasurer
- d) Secretary
- e) Training Officer
- f) Supply Officer
- g) Safety Officer

XIII. Duties of Officers

1) EMS Chief

- a) It shall be the duty of the EMS Chief to take full control of BBAS for calls for service, parades, trainings, and other times of active duty. The EMS Chief shall:
 - i) Supervise all BBAS equipment and property.
 - ii) Perform all other duties that may be required by the PMD and/or Broken Bow City Council.
 - iii) Prepare an agenda and preside over regular meetings, preside over officer meetings, preserve order, and have control of BBAS.
 - iv) Be responsible for assisting with drafting budgets.
 - v) Attend political governing board meetings on behalf of BBAS.
 - vi) Report maintenance problems.
 - vii) Have authority to call special meetings and is responsible for administrative matters of the organization, as well as all other matters that relate to the development and general welfare of BBAS.
 - viii) Handle grievances per current City of Broken Bow Grievance Policy, with any person or department and call for disciplinary hearing of a member as specified in the bylaws.
 - ix) Be the spokesperson for BBAS or assign a spokesperson for events, including disasters.
- x) Assign members to committees created without pre-defined members.
- xi) Oversee new member onboarding.
- xii) This position must be held by an advanced level licensed provider.

2) Assistant EMS Chief

a) It shall be the duty of the Assistant Chief to perform all the duties of the Chief in their absence.

b) The Assistant EMS Chief may be delegated duties from the EMS Chief that are responsibilities of the Chief to ensure timeliness and effectiveness for those duties.

3) Treasurer

- a) It shall be the duty of the Treasurer to ensure all bills are turned over to the political governing body to be paid.
- b) Provide a monthly account for all receipts and expenditures.

4) Secretary

- a) It shall be the duty of the secretary to take roll during all meetings and hearings, to keep a record of all proceedings, and to keep the roll in good order.
- b) The Secretary will report all absences to the Chief and notify any member that has a hearing set or action being taken against them once decided on by the Officers.
- c) Furnish the names of members being added or removed from membership to the Chief, PMD, and Broken Bow City Council.
- d) Responsible for all correspondence for the department.
- e) May perform the duties of the Chief in the event the Chief and Assistant Chief are both absent.

5) Training Officer

- a) It shall be the duty of the training officer to plan and conduct regular monthly trainings, take roll at all BBAS trainings, and record and file records for BBAS trainings.
- b) Keep a training record for all healthcare licensed providers that includes a copy of their current State of Nebraska driver's license, current healthcare license, current CPR certification, and any BBAS training attended. It shall be the responsibility of each member to add non-BBAS training records to their record file.
- c) Conduct an annual review at the February monthly meeting to ensure member files are up-to-date and give members the opportunity to review their file to ensure completeness.
- d) Responsible for scheduling and notifying membership of training opportunities available to members.
- e) Responsible for scheduling and notifying membership of State of Nebraska required trainings laid out in rules and regulations that BBAS must provide and ensure BBAS is meeting current Nebraska rules and regulations training requirements.
- f) Scheduling, at a minimum, an annual skills night including the PMD to ensure skills competencies for each healthcare member's license level.

6) Supply Officer

- a) It shall be the duty of the supply officer to check inventory monthly. The supply officer may assign monthly inventory checks to members to assist in this task.
- b) The supply officer will work with the training officer in providing personal protective equipment (PPE) to members and ensuring new supplies and equipment added to BBAS has proper training for members.
- c) This position must be held by an advanced level licensed provider.

7) Safety Officer

- a) It shall be the duty of the safety officer to ensure member safety on scenes, during trainings, during meetings, and assist the Training and Supply Officer's with determining what PPE is needed for BBAS.
- b) Provide a written report to the Chief for all safety incidents that occur and provide suggested directions to cure any safety issues. The Safety Officer will provide a brief report of safety issues and concerns during business meetings but use caution not to include names or accusations.
- c) Ensure the ambulances and all equipment used are in safe working conditions. The Safety Officer may assign ambulance and equipment checks to members to assist with this task.

Note: Officer positions are not to be confused with the incident command system (ICS). If an officer fitting a particular ICS position is not on a scene, that position can be assigned and filled by any competent BBAS member following the ICS framework.

XIV. Election of Officers

- 1) Officer Qualification
- a) An officer of BBAS must be an active member for at least one year and be in good standing with BBAS. All officer positions except Safety Officer must hold a Nebraska healthcare license. The Chief and Supply Officer must be held by a member with an advanced level of care license.
- 2) Nomination and Election
 - a) Officers shall be elected in the following order:
 - i) EMS Chief (when applicable)
 - ii) Assistant EMS Chief
 - iii) Treasurer
 - iv) Secretary
 - v) Training Officer
 - vi) Supply Officer
 - vii) Safety Officer
- b) The Officers of BBAS shall be nominated by vote. The active members shall vote by written ballot during the regular April meeting. Elections will be held following nominations. New Officers will take their offices and assume responsibility for the office they were elected to at the May monthly meeting.
- c) Ballots must be counted by three (3) members, including at least one (1) officer and a member nominated for a position may not count ballots for that position.
- 3) Length of Term
 - a) All Officers shall hold their respective offices for a period of one year or until a successor shall be elected.
- 4) Term Limitations

- a) No term limitations are in effect for any officer position.
- 5) Office of EMS Chief
 - a) The Office of EMS Chief shall be held by the person holding the Emergency Services Department Head position with the City of Broken Bow. If the position is vacant or discontinued, BBAS shall select an interim Chief for Mayoral approval.
 - b) In the event of vacancy of the Emergency Services Department head, BBAS Officers shall be part of the interview process with the City of Broken Bow when filling the open position.

XV. Vacancies

- In the case of a vacancy in any office enumerated in Article XI by death, resignation or otherwise, the vacancy shall be filled by written and signed appointment by the Chief followed by being affirmed by BBAS at the next regularly scheduled meeting.
- 2) Vacant positions may be held by any Active member deemed appropriate for the position by the Chief regardless of the Election requirements set in Article XIV.

XVI. Impeachment of Officers

- 1) Any officer of BBAS not performing in compliance with their duties of elected or appointed office may be impeached and removed from office by a written ballot vote of current voting policy.
- 2) The charge against the officer must be made in writing and filed with the Secretary and Chief at least one month before any vote takes place. The Secretary shall provide a written copy of the charge to the accused officer ten (10) days before such a vote shall be taken. A decision must be rendered within sixty (60) days of the initial complaint.
 - a) In the event the Chief is the one charged and impeached, the Assistant Chief shall assume the duties of the Chief and work with the City of Broken Bow to determine next steps.

XVII. Meetings

- To be considered present for a business meeting, a member must attend the monthly business meeting in person or virtually. To be considered present for a training, a member must attend the training.
- 2) Members will be counted as unexcused if not present for a meeting or training and have not notified an officer as defined in the bylaws.
- 3) Meetings are to be held at BBAS unless members receive prior notification.
- 4) Order of Business
 - a) Call to Order
 - b) Roll Call

- c) Reading of Secretary Minutes
- d) Treasurers Report
- e) Committee Reports
- f) Communications
- g) Old Business
- h) New Business
- i) Safety Officer Report
- j) Training Officer Report
- k) Supply Officer Report
- I) Good of the Organization
- m) Adjournment
- n) Training (if scheduled)
- 5) Meeting Times:
- a) BBAS monthly business meeting shall be the 4th Monday of each month at 1900 unless voted on by members at a business meeting or Officers at an Officers meeting and notice sent to members regarding the change.
- b) Trainings will normally be conducted following the business meeting. If there is a training scheduled for another time/date, notification to members shall be sent by the Training Officer prior to the date of the training.
- c) Joint training with Broken Bow Fire Department for licensure requirements are mandatory.

 Licensed members will have ample notification prior for location and time. If the member is unable to attend the mandatory training, it is the responsibility of the member to contact the Training Officer to request an alternative option to meet the requirement.

XVIII. Quorum & Voting

- 1) A quorum is defined as the minimum number of members that must be present at a meeting to make the proceedings of that meeting valid.
- 2) For the purposes of changing the bylaws, a quorum of two-thirds (2/3) super majority of active members shall be in attendance at the business meeting.
- 3) For the purposes of conducting a business meeting, fifty-one percent (51%) of Officers AND thirty-three percent (33%) of active members including Officers, must be present, **including** those with excused absences defined in the bylaws.
- 4) For the purposes of conducting a training, no quorum is required.
- 5) Voting requires a majority fifty-one percent (51%) of the quorum of voting eligible members unless otherwise required in the Bylaws.
 - a) Voice vote Most votes may be completed using a simple voice vote in the affirmative and negative.

- b) Hand vote When a voice vote is unclear or when otherwise needed or requested, a hand vote where members raise their hand in the affirmative and in the negative.
- c) Roll Call vote When required by the Bylaws or when requested, a roll call vote shall be utilized. This requires the Secretary or designee to call on each eligible voting member of the quorum to verbally cast their vote and the Secretary to record each vote in the meeting minutes.
- d) Written Ballot vote When required by the Bylaws or when requested, a written ballot vote shall be utilized. This requires members wishing to vote to write their vote response on paper to be tallied.
 - i) Each voting eligible member may cast one (1) vote and members are not required to include identifiable information on such ballot that indicates how they voted.
 - ii) Ballots shall never leave the room of the meeting and shall be counted aloud with a minimum of two (2) members viewing to verify the responses.
 - iii) Additional requirements may be added in the Bylaws for Ballot voting.
- iv) Ballots shall be discarded after the vote is declared

XIX. Equipment

- 1) The City of Broken Bow is the owner of ambulances and emergency vehicles.
- 2) The operations of BBAS equipment and vehicles are under the direction of the PMD, their approved State Protocols, and the State of Nebraska statutes and rules and regulations.
- 3) BBAS members shall promptly stock and clean the ambulance and/or emergency vehicles after each use to ensure it is ready for the next call for service. All problems, issues, and concerns with vehicles and equipment shall be reported to an Officer.

XX. Memorial Gifts and Donations

Memorials, donations, and gifts made to BBAS shall be used for education of members, purchasing equipment and necessities of the service, for the use and benefit of the service and its members related to ambulance activities, and for the sole benefit of the service and its members at the sole discretion of the Officers, memorial committee defined in Article XXIV, and membership.

XXI. Family Members

1) Active members and members of their direct household shall be provided free of charge location ambulance service. This does not apply if the member is on official leave of absence, is inactive, is suspended, or is an honorary member.

XXII.Review

1) A committee appointed by the EMS Chief will review the bylaws submitting recommendations every three (3) years or as directed by the Chief to review and submit recommendations.

XXIII. Amending the Bylaws

- 1) The bylaws of BBAS may be amended, replaced, or changed by a vote of the current voting policy.
- 2) Broken Bow City Council must approve changes to the bylaws.

XXIV. Committees

- 1) Standing Committees shall exist and be maintained. The standing committees are:
- a) Bylaw Committee tasked as defined in Article XXII of the Bylaws.
- b) Fundraising Committee
 - i) Consists of a minimum of five (5) active members including at least one (1) Officer. Committee members are assigned by the EMS Chief.
 - ii) Tasked with creating and conducting fundraising opportunities for BBAS.
 - iii) Given the power to purchase fundraising related materials in the amount of up to one-hundred dollars (\$100) per fundraising event without BBAS approval. Exceeding \$100 must be approved by a vote of BBAS members at a monthly meeting.
- c) Memorial Committee
 - i) Consists of a minimum of five (5) active members including at least one (1) Officer. Committee members are assigned by the EMS Chief.
 - ii) Tasked with staying informed on and keeping account of memorials related to BBAS and BBAS members.
 - iii) Given the power to purchase and send memorial related items and correspondence for memorial events like funerals in the amount of up to one-hundred dollars (\$100) per memorial without BBAS approval. Exceeding \$100 must be approved by a vote of BBAS members at a monthly meeting.
- 2) Committees may be created at any monthly BBAS meeting by a vote of BBAS members.
- a) Committees shall give a monthly report while they exist. A committee can be terminated by a vote of the committee members to dissolve, by a vote of the BBAS Officers during an Officers meeting, or by a vote of BBAS members during a monthly meeting.
- b) Committees shall always include at least on (1) BBAS active member AND at least one (1) BBAS Officer.
- c) Committee members may be assigned by the EMS Chief or by vote of BBAS members when the motion of the committee is made.
- d) The EMS Chief shall fill vacant committee spots when there are vacancies.

XXV. Non-Discrimination

1) No appointment to or termination from membership shall be affected or influenced in any manner by consideration of race, creed, sex, age, nationality, or disability. NO question in any examination, membership form, or any other personnel proceeding shall be so framed as to elicit information concerning political or religious opinions of any applicant or member.

XXVI. Social Media

- 1) BBAS shall adhere to and utilize current City of Broken Bow social media policy while maintaining a social media presence.
- 2) No patient related information or HIPAA protected information shall ever be posted on BBAS social media unless given written expressed consent by the patient or legally authorized representative.

XXVII. Emergency Orders, Procedures or Clauses – EMS Chief

- 1) If the Federal Government, State of Nebraska, or City of Broken Bow declares a Federal, State, or city-wide emergency or declaration that affects the City of Broken Bow or BBAS service area, the EMS Chief can take immediate measures, procedures, clauses, actions, or orders to reflect the emergency without a vote of the members until the next meeting of BBAS is convened. In these instances, the EMS Chief shall use their best judgement to make the best decision(s) for BBAS.
- 2) The EMS Chief shall organize an Officers meeting in whatever resources are available as soon as it is safe and practicable to gain the Officers guidance and discussion into the emergency clause. Officer meetings may be delayed due to such emergencies.
- 3) Emergency Orders will stand until the next meeting of BBAS. The emergency order must be approved at such meeting by members by a vote of the current voting policy. If not voted for, the order becomes nullified effective the date and time of the BBAS meeting being adjourned.
- 4) Emergency Orders voted out at a regular BBAS meeting can be vetoed by the Mayor of Broken Bow reversing the nullification. If the Mayor vetoes the nullification vote, the Order remains in effect until it is withdrawn by the EMS Chief, the emergency declaration expires, or Broken Bow City Council votes to nullify the Order.

Myers Construction, Inc.

79849 Hwy 2 Broken Bow, NE 68822

Phone: 308-872-5469 Email: myerco@kdsi.net

Proposal

Proposal Date: 10/18/2024

Proposal #: 5584 Project: Misc 2024

Bill To:

City of Broken Bow Street Dept 1620 So B PO Box 567 Broken Bow NE 68822

Description	Est. Hours/Qty.	Rate	Total
Hauling for snow removal for the 2024 / 2025 season . Will provide 1-3 dump trucks, including operators, at the discretion of the City of Broken Bow. Will include weekends, holidays and evenings. (Can provide up to 8 trucks with advanced notice) Dump Truck Hourly 7AM-7PM Weekdays Dump Truck Hourly 7PM-7AM Evenings, All Day Holidays, All Day Weekends		115.00 140.00	115.00 140.00
*Please provide notice if we are chosen to be your primary hauler, so we can put you into our schedule.			
Point of Contact: LeRoy Rice 308-870-4475			

Total

\$255.00



November 1, 2024

City of Broken Bow Mayor and City Council 314 So. 10th Avenue Broken Bow, NE 68822

City of Broken Bow 2025 Street Superintendent Appointment Request

Dear Mayor and City Council:

I am requesting to be appointed as the Street Superintendent for 2025. Attached is the scope of services for the street superintendent appointment. If you decide to appoint me, please ensure the motion is worded in your minutes: "We appoint Steve Parr from JEO Consulting Group, Inc. as our Street Superintendent." I appreciate the opportunity to work on your behalf.

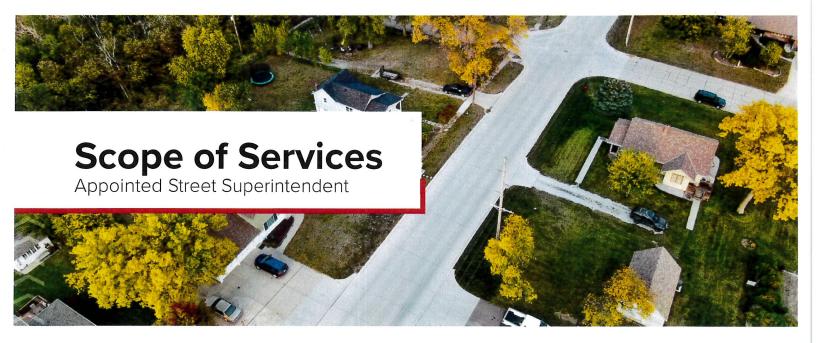
I would appreciate you notifying me of your action on this request, so my records are up-to-date. Please take a few minutes to complete the form below. Then, please return the form in the enclosed envelope, or email it to Lori Kitt at Ikitt@jeo.com.

Please include a copy of your meeting minutes that states the approved appointment and the completed contact update form for our records.

If you have any questions about this letter or the attached information, or if you want further information, don't hesitate to contact me. I appreciate your consideration.

	Sincerely, Sincerely,
	Steve Parr License Number: S-859 Class A JEO Consulting Group, Inc.
	Office: 402.443.7485 Mobile: 402.443.8003 Email: sparr@jeo.com
< _	
	2025 STREET SUPERINTENDENT APPOINTMENT REQUEST The City of Broken Bow has appointed Steve Parr as the Street Superintendent:
	Yes No
	YesNo Notes:

*Please include a copy of your meeting minutes.



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

One and Six Year Plan

- Receive input on the One and Six Year plan.
- Prepare a cost opinion for One Year projects.
- Prepare One and Six Year plan documents (location map and project summary).
- Furnish One and Six Year plan documents.
- Assist with questions.

Lane Mile Report

- Update Lane Mile Report.
- Municipality to furnish annexation documents (description and plat) of new annexation areas.

Fee

The compensation to JEO for providing these services would be the incentive payment the municipality receives for appointing a Class A Street Superintendent.

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



Do not recreate or revise this document. Revisions and recreations will not be accepted. Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2024. Documents include the original Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT by December 31, 2024. RECORD KEEPING: NDOT recommends that the municipality keep a copy of everything you send to NDOT (the forms and meeting minutes) in a separate file for future reference.

RESOLUTION
SIGNING OF THE YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT 2024
Resolution No. <u>2024 - 14</u>
Whereas: State of Nebraska Statutes, sections 39-2302, and 39-2511 through 39-2515 details the requirements that must be met in order for a municipality to qualify for an annual Incentive Payment; and
Whereas: The State of Nebraska Department of Transportation (NDOT) requires that each incorporated municipality must annually certify (by December 31st of each year) the appointment(s) of the City Street Superintendent(s) to the NDOT using the Year-End Certification of City Street Superintendent form; and
Whereas: The NDOT requires that each certification shall also include a copy of the documentation of the city street superintendent's appointment, i.e., meeting minutes; showing the appointment of the City Street Superintendent by their name as it appears on their License (if applicable), their License Number (if applicable), and Class of License (if applicable), and type of appointment, i.e., employed, contract (consultant, or interlocal agreement with another incorporated municipality and/or county), and the beginning date of the appointment; and
Whereas: The NDOT also requires that such Year-End Certification of City Street Superintendent form shall be signed by the Mayor or Village Board Chairperson and shall include a copy a resolution of the governing body authorizing the signing of the Year-End Certification of City Street Superintendent form by the Mayor or Village Board Chairperson.
Be it resolved that the Mayor Village Board Chairperson of City of Broken Bow (Check one box) s hereby authorized to sign the attached Year-End Certification of City Street Superintendent completed form(s).
Adopted this 12th day of November, 2024 at Broken Bow, Nebraska.
City Council/Village Board Members
City Council/Village Board Member Moved the adoption of said resolution Member Seconded the Motion Roll Call Yes No Abstained Absent Resolution adopted, signed, and billed as adopted.
Attest:
(Signature of Clerk)

Do not recreate or revise this document. Revisions and recreations will not be accepted. Copying this form is acceptable; see (3) below. Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2024. Documents include the original Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT by December 31, 2024. RECORD KEEPING: NDOT recommends that the municipality keep a copy of everything you send to NDOT (the forms and meeting minutes) in a separate file for future reference.

Year-End Certification of City Street Superintendent For Determining Incentive Payment in Calendar Year 2024

Separate forms may be needed to account for the entire year, see (3) below
This Form Covers the Following Period: <u>January</u> <u>1</u> ST, 2024 to <u>December</u> <u>31</u> S, 2024
This Form Covers the Following Period: Tanuary (1)(a) The municipality of The City of Broken Bow certifies that: (Print name of City or Village) (2) (2) (3) (Annuary (Day) (Print name of Superintendent as it appears on license card if applicable)
was the appointed City Street Superintendent during the above period. <i>IF A NAME IS NOT ENTERED ABOVE (NO APPOINTED CITY STREET SUPERINTENDENT FOR THIS PERIOD), SKIP TO (2) BELOW.</i>
(b) the superintending services of the above listed individual were provided by: (Check one box)
Employment with this with this Municipality Contract Contract Interlocal agreement) between this Municipality and the following listed Municipality ies) and/or County(ies)
(c) and the above listed individual assisted in the following: Reference Neb. Rev. Stat. §39-2512
 Developing and annually updating a long-range plan based on needs and coordinated with adjacent local governmental units, Developing an annual program for design, construction, and maintenance, Developing an annual budget based on programmed projects and activities, Submitting such plans, programs, and budgets to the local governing body for approval; and Implementing the capital improvements and maintenance activities provided in the approved plans, programs, and budgets,
(d) the above listed individual also served as (Check all boxes that apply) city engineer village engineer public works director city manager city administrator street commissioner
(e) If the above listed individual is a Licensed City Street Superintendent, enter their Superintendent's License Number S- 859 and Class of License (A) or E), and/or
(f) If the above listed individual is a Licensed Engineer in Nebraska, enter their Engineer's License Number E-
2)
Signature of Mayor V Village Board Chairperson (Check one box)
3) If during the calendar year your municipality (a) did not have an appointed City Street Superintendent for any portion(s) of the year; or (b) had one or more appointed City Street Superintendent(s) that were not licensed for any portion(s) of the year; or (c) had one or more appointed licensed City Street Superintendent(s) for any portion(s) of the year, please complete a separate Year-End Certification form for each period. Copy this form as needed to account for these separate periods.
4) The payment amount will be computed based on (a) your most recent Federal Census as certified by the Tax Commissioner; b) the number of full calendar months served by the appointed City Street Superintendent who is licensed or exempted from licensure under the Superintendents Act; (c) class of license, A or B if applicable; and (d) if the appointed City Street Superintendent assisted with the required duties in (1)(c) above. Reference Neb. Rev. Stat. §§39-2302 and 39-2511 through 39-2515.
5) Failure to return by December 31, 2024, the Year-End Certification(s), Signing Resolution, and a copy of documentation of the appointment(s) of the superintendent(s) per the instructions will result in your municipality not receiving an Incentive Payment.



Return the completed original resolution and certification(s), and a copy of the documentation of appointment(s) by December 31, 2024 to:

Highway Local Liaison Coordinator
Boards-Liaison Services Section
Local Assistance Division
Nebraska Department of Transportation
PO Box 94759

Lincoln NE 68509-4759

Page 2 of 3



November 1, 2024

City of Broken Bow Mayor and City Council 314 So. 10th Avenue Broken Bow, NE 68822

RE: 2025 City Engineer Appointment Request

Dear Mayor and City Council:

I ask that you appoint JEO Consulting Group, Inc. as the city engineer for 2025. We appreciate your confidence in JEO in the past, and we sincerely hope to continue our relationship.

JEO has provided services to the city in the past, and our staff has accumulated extensive "institutional knowledge" about your city and its infrastructure. This is extremely important as it provides the background information needed to evaluate what actions to take. Additionally, this knowledge often allows JEO staff to respond to questions about the city and its infrastructure without extensive investigation and research, reducing the time and cost involved in addressing routine matters.

Below is what you can expect from JEO as your city engineer. When a fee is involved for services, as noted in items two through four below, JEO will notify you before beginning work.

- IDENTIFYING AND PRIORITIZING INFRASTRUCTURE PROJECTS: If requested, JEO will attend a council or committee meeting to identify and prioritize infrastructure projects in the city. This planning may include prioritizing capital and infrastructure improvements, summary reviews of new permits and their potential impact, information on new regulations, recommendations on future planning, and input on potential funding sources. This does not entail detailed studies or evaluations but can be a valuable first step in assessing potential infrastructure projects' needs, priorities, and feasibility. There is no charge for JEO to attend this meeting or prepare and follow up on the meeting.
- APPLYING AND SECURING FUNDING: JEO will assist in applying for and securing funding, such as CDBG, USDA-RD, DWSRF, and CWSRF for potential infrastructure projects, as well as more non-traditional funding from both public and private sources. Additionally, JEO will provide the information necessary to complete the reporting requirements of any funding the city may secure. JEO has staff devoted to assisting municipalities in locating the funding that makes projects a reality. In some cases, having an appointed city engineer can expedite moving a project forward when grant and loan funding is involved. There may be a fee for some of these services, and we would be happy to discuss this with you.
- ROUTINE INFRASTRUCTURE OPERATION AND MAINTENANCE: JEO will
 respond to questions about the routine operation and maintenance of the city
 infrastructure based on our prior knowledge of these facilities/systems. There is
 typically no charge for this service. However, in some instances a fee may be
 involved, such as site visits or research.

November 1, 2024

Sincerely.

Steven A. Parr

Stewn O. Pan

*Please include a copy of your meeting minutes.

RE: 2025 City Engineer Appointment Request

Page 2 of 2

• COST OPINIONS: Throughout the year, JEO will provide additional assistance with identifying, prioritizing, and providing rough cost opinions for potential infrastructure projects. Depending on some factors, such as the effort required to complete the requested task, there may be a fee involved for this service. However, as noted above, JEO's extensive institutional knowledge about the city and its infrastructure will provide this service efficiently and effectively.

When requested, JEO will provide a scope of services and fees for specific projects that the city would desire to pursue.

JEO does not require a contract or retainer to serve as the city engineer. Instead, we strive to assist you in efficiently and effectively dealing with routine matters, so we will be the first firm considered by the city when you need consulting services for a project. In other words, all we request is the opportunity to earn your business.

We would appreciate you notifying us of your action on this request to keep our records up to date. Please take a few minutes to complete the form below. Then, please return the form in the enclosed envelope, or email it to Lori Kitt at lkitt@jeo.com. Please include a copy of your meeting minutes stating the engineering appointment.

If you have questions about this letter or want further information, don't hesitate to contact me. Thank you for your consideration.

	Principal JEO Consulting Group, Inc.
	Mobile: 402.443.8003 Email: sparr@jeo.com
	2025 ENGINEER APPOINTMENT REQUEST
	The City of Broken Bow has appointed JEO Consulting Group, Inc. as the city engineer:
	Yes No
Notes:	
<u> </u>	·
Form C	ompleted By (please print name) Date
FUIIII C	ompleted By (please print name) Date

RESOLUTION 2024-15

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF BROKEN BOW, NEBRASKA AUTHORIZING THE SALE OF S & L SANITATION SERVICE AND AN AGREEMENT TO NOVATE CONTRACT WITH THE NEW OWNER.

WHEREAS, the City of Broken Bow and with S & L Sanitation Service, owner Sherman Porter, entered into a contract for the waste collection service of the City of Broken Bow dated February 13, 2018; and

WHEREAS, pursuant to the aforementioned contract the City of Broken Bow has a First Right of Refusal to buy said S & L Sanitation Service, if sold to new owner and is required to provide written approval of any assignments of the franchise in Section IX of the current contract dated February 13th 2018; and

WHEREAS, S & L Sanitation Service is proposing to sell its business operations to Joseph Roach; and

WHEREAS, the City of Broken Bow has reviewed the proposed sale and believes that Joseph Roach is capable of fulfilling the existing contract obligations in a satisfactory manner; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Broken Bow find and determine that:

- 1.) The City of Broken Bow, Nebraska hereby approves the sale of S & L Sanitation Service to Joseph Roach; and
- 2.) The City of Broken Bow, Nebraska shall not exercise it's the First Right of Refusal per Section IX of the current contract at this time; and
- 3.) That notwithstanding the City not exercising it's First Right of Refusal as it relates to the sale to Joeseph Roach the City of Broken Bow specifically retains its right of First refusal for and all future sale transactions.
- 4.) The City of Broken Bow, Nebraska shall execute a novation agreement with S & L Sanitation Service and Joseph Roach, formally transferring all rights and obligations under existing contract to the new owner, effectively replacing S & L Sanitation Service, owner Joseph Roach as the contracted party; and

- 5.) The City of Broken Bow, Nebraska shall conduct necessary due diligence to confirm Joseph Roach's ability to fulfill the contract requirements before finalizing the novation agreement; and
- 6.) This resolution shall become effective upon the execution of the novation agreement and the closing of the sale of S & L Sanitation Service to Joseph Roach.

PASSED AND APPROVED this 12 th day of November, 2024.
--

	Rodney W. Sonnichsen, Mayor
Attest:	
Jennifer A Waterhouse City Clerk	

NOVATION AGREEMENT

This Agreement is entered into on the day of Bow, Nebraska, the contracting party; S & L Sanit contractor; and S & L Sanitation Service, owner bobligations.	tation Service, owner Sherman Porter, the original
S & L Sanitation Service, owner Joseph Roach furthe existing contract with the City of Broken Bow service delivery, payment terms, performance st Nebraska's wishes to renegotiate this agreement this current agreement on February 28, 2028.	, Nebraska dated February 13, 2018, including andards, and notice of the City of Broken Bow,
The City of Broken Bow, Nebraska hereby agrees Joseph Roach as the successor to S & L Sanitation Waste Collection Service Agreement and release under the contract, effective upon the execution	on Service, owner Sherman Porter under the es Sherman Porter from all further obligations
In witness whereof, the parties have here	unto executed this agreement.
S & L Sanitation, Owner Sherman Porter	S & L Sanitation, Successor Owner Joseph Roach
By	By
City of Broken Bow, Nebraska	Attest:
By Rodney W. Sonnichsen, Mayor	By Jennifer A. Waterhouse, City Clerk
Rodney W. Sonnichsen, Mayor	Jennifer A. Waterhouse, City Clerk

WASTE COLLECTION SERVICE AGREEMENT

This agreement made and entered into this 13th day February of 2018 by and between the City of Broken Bow, a municipal corporation, hereinafter City and S & L Sanitation Service, owner Sherman Porter, hereinafter S & L Sanitation Service.

- I. **FRANCHISE.** That the City does hereby grant unto S & L Sanitation Service the franchise for collecting garbage, rubbish, trash, and waste, as defined by Sec. 4-201 to 4-203 of the Municipal Code of Broken Bow, Nebraska, within the corporate limits of the City of Broken Bow, Nebraska.
- II. **TERM OF AGREEMENT**. The term of this agreement shall be for the period beginning the 1st day of March, 2018 and ending on the 28th day of February, 2023. This agreement may be reviewed by either party each year on its annual date by a written request submitted to the other party by August 1st of any year for the term of the agreement. The parties mutually agree that the agreement shall be automatically renewed for an additional Five (5) year period unless the City or S & L Sanitation Service notifies the other in writing at least one hundred twenty (120) days prior to the expiration date.
- III. **COLLECTION OF WASTE**. The parties herein agree that this contract is for the collection of acceptable waste placed at the curb or alley with S & L Sanitation Service and the City for the collection to be transferred to the Custer County Transfer Station, Inc. The collection of said waste shall comply with all state and federal regulations pertaining to the collection of solid and liquid waste, and shall further comply with all state and local departments of health concerning said collection of waste. S&L Sanitation Service shall be liable for clean-up of the collection of unacceptable waste and damages arising therefrom.
- IV. **EQUIPMENT**. S & L Sanitation Service will provide equipment sufficient to collect and transfer acceptable waste from within the City from each household and commercial businesses and operations that receive utility services. Further, S & L Sanitation Service agrees to furnish at all times during this franchise, and to maintain the same in a good working order, at least two garbage collection trucks which shall be specially designed and constructed for sanitary collection and hauling of garbage, rubbish, trash, and waste. The trucks used for the collection of garbage must comply with the requirements of all state and federal boards of health and requirements delineated therein.
- (a) Collection Times Per Week. S & L Sanitation Service agrees to collect during this franchise period all garbage, rubbish, trash, and waste as required by customers within the business, industrial, and railroad districts within said municipality, and to collect at least one time per week all garbage, rubbish, trash, and waste within the residential districts and within said municipality.
- V. Fees. The monthly fees for collection service will be as outline in **Exhibit A** attached hereto.

Small to medium commercial businesses and operations shall be those who receive once a week pickup service of no more than three containers of approximately 30 gallons each. Large commercial businesses and/or operations will be those who receive more than once a week pickup service with more than three containers of 30 gallons each or have a dumpster. Super large commercial businesses and operations shall be those who have large dumpsters, multiple containers, or receive pickup services twice or more per week. Apartment complexes with one utility meter shall be treated as a commercial business or operation. S & L Sanitation Service will bill separately for special circumstances for services not described in the bee schedule.

VI. INSURANCE. S & L Sanitation Service agrees to purchase and carry at its own expense workmen's compensation insurance and general insurance coverage of \$1,000,000.00.

VII. BOND. S & L Sanitation Service promises and agrees to furnish and file with the Clerk of said City annually a good and sufficient surety bond in the principal amount of \$5,000.00 to guarantee the faithful performance on his part of the covenants herein by him made. The bond shall be filed on or before October 1st of each year.

VIII. BREACH OF AGREEMENT. S & L Sanitation Service herein agrees and understands that should S & L Sanitation Service fail to uphold the promises herein described under this agreement that the City may terminate the franchise herein granted, and that S & L Sanitation Service may be liable to the City for damages sustained for breach of agreement.

IX. ASSIGNMENT OF AGREEMENT. This franchise shall not be assigned by the second party without prior written approval of the first party. During the term of the franchise herein granted, the City agrees and promises that no license will be granted to any other person or firm for the collection of garbage, rubbish, trash, and waste within the City of Broken Bow. The City will have first right of purchase in the event of a bona fide offer made by a third party. In the event the City doesn't purchase S & L Sanitation Service, the City will not be bound by this agreement with a third party.

In witness whereof, the parties have hereunto executed this agreement on the 13th day of February, 2018.

S & L SANITATION

Sherman Porter

CITY OF BROKEN BOW, CUSTER OUNTY NEBRASKA

Cecil Burt, Mayor

Attest.

Stephanie M. Wright, City Clerk

EXHIBIT A MONTHLY COLLECTION FEES BY S&L SANITATION SERVICE

The City's five year contract with the Custer Transfer Station runs until February 2023. It allows the tipping fees charged to S&L Sanitation Service to be \$0.285 per pound.

RATE

RESIDENTIAL	RATE
S&L Sanitation	\$13.50
Transfer Station	\$5.00
City of Broken Bow	\$0.75
Total	\$19.25

SMALL BUSINESS

S&L Sanitation	\$14.50
Transfer Station	\$11.00
City of Broken Bow	\$0.75
Total	\$26.25

MEDIUM BUSINESS

S&L Sanitation	\$24.50
Transfer Station	\$11.00
City of Broken Bow	\$0.75
Total	\$36.25

LARGE BUSINESS

S&L Sanitation	\$45.50
Transfer Station	\$14.00
City of Broken Bow	\$0.75
Total	\$60.25

SUPER LARGE BUSINESS

Charged by weight and number	of trips as	determined by the hauler
and the City		



April 23, 2024

S & L Sanitary Service, LLC Agent: Sherman D Porter 43935 Rd. 797 P.O. Box 174 Broken Bow, NE 68822

Dear Mr. Porter,

Pursuant to the conditions set forth in Section II, "Terms Of Agreement", of the Waste Collection Service Agreement, between the City of Broken Bow and Custer Transfer Station, Inc., signed February 13th, 2018, I am sending this letter to serve as <u>formal notice</u> that the City of Broken Bow wishes to renegotiate this agreement and counteract any ensuing automatic renewals, when this current agreement term concludes on February 28, 2028.

Sincerely,

David Schmidt City Administrator Broken Bow, NE

Enclosure [1]

CC: Rodney Sonnichsen, Mayor Jason S White, City Attorney Russell Smith, City Council President Jennifer Waterhouse, City Clerk

CITY OF BROKEN BOW, NEBRASKA ORDINANCE NO. 1293

AN ORDINANCE OF THE CITY OF BROKEN BOW, NEBRASKA ESTABLISHING THE WATER USE FEE, REPEALING THE SECTIONS OF ALL PREVIOUS ORDINANCES IN CONFLICT WITH THIS ORDINANCE, AND PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

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

Section 1. There will be a minimum monthly customer charge based on service size. The customer charges for services within the City limits are \$19.26 for services smaller than 1", \$31.59 for 1" services, \$108.82 for 1½" services, \$145.03 for 2" services, \$316.24 for 3" services, and \$902.06 for 4" services. The customer charges for Rural services are \$23.00 for smaller than 1" services, \$37.81 for 1" services, \$130.49 for 1½" services, \$174.24 for 2" services, \$379.64 for 3" services and \$1,082.09 for 4" services. A flat fee based on 8,000 gallons of usage per month in addition to the minimum customer charge will be charged to customers at locations not metered. The customer charges in all cases are fixed fees in addition to and separate from usage charges. Monthly-billed accounts are due by the 10th of each month. Delinquent accounts will be subject to a 5% late charge.

Section 2. There will be a usage charge of \$2.08/1,000 gallons (City) and \$3.41/1,000 gallons (Rural).

Section 3. These rates and charges will become effective with the November 2024 meter readings.

Section 4. Backflow surveys are mandated by the Nebraska Department of Health. Customers refusing to complete and return said surveys may have their water service disconnected for non-compliance. A \$60.00 service charge will be assessed to those customers that are disconnected. Service will not be restored until the backflow survey is completed and the service charge is paid.

Section 5. All sections of all ordinances in conflict with this ordinance are hereby repealed.

Section 6. This ordinance shall be in full force and take effect from and after its passage, approval and publication according to law.

Passed and approved this 12th day of November, 2024.

	Rodney W. Sonnichsen, Mayor
ATTEST:	
Jennifer A. Waterhouse, City Clerk	

CITY OF BROKEN BOW, NEBRASKA ORDINANCE NO. 1294

AN ORDINANCE OF THE CITY OF BROKEN BOW, NEBRASKA ESTABLISHING THE SEWER USE FEE, REPEALING THE SECTIONS OF ALL PREVIOUS ORDINANCES IN CONFLICT WITH THIS ORDINANCE, AND PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

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

Section 1. There will be \$29.00 per month charge plus \$3.50/1,000 gallons (City), \$5.00/1,000 gallons (Rural) and \$7.00/1,000 gallons (Industrial) based on winter (December, January, February) average water usage. A flat usage fee based on 4,000 gallons of usage per month will be charged to residential customers at locations that are not water metered or for new residential customers with no usage history. New commercial customer user charges will be calculated by historic usage at that location or by comparability with like or similar businesses until a historical usage is created. Commercial customers that have summer peak sewer usage shall have a monthly customer charge calculated on a twelve (12) month average. Large Industrial customers may be calculated on a monthly basis. The customer charge is in all cases a fixed fee in addition to and separate from usage charges. Monthly-billed accounts are due by the 10th of each month. Delinquent accounts will be subject to a 5% late charge.

- Section 2. Sewer use fees will be charged to any property that has either electric service or water service that is active, unless the property owner has a septic tank in use.
- Section 3. These rates and charges will become effective with the November 2024 meter readings.
- Section 4. All sections of all ordinances in conflict with this ordinance are hereby repealed.

Section 5. This ordinance shall be in full force and take effect from and after its passage, approval and publication according to law.

Passed and approved this 12th day of November, 2024.

ATTEST:	Rodney W. Sonnichsen, Mayor
Jennifer A. Waterhouse, City Clerk	

RESOLUTION 2024-16

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF BROKEN BOW, NEBRASKA TO AUTHORIZE AND APPROVE THE CITY ADMINISTRATOR TO PURSUE THE PURCHASE OF REAL PROPERTY, PURCHASE AGREEMENT AND FURTHER ACTIONS.

WHEREAS, the City of Broken Bow desires and intends to purchase property described as the "Broken Bow Armory" (Parcel I.D.: 001236600) for public improvements and purposes.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Broken Bow find and determine that:

- 1.) Pursuant to Nebraska Statutes, the City Council, before purchasing an interest in real property, must authorize said acquisition by action at a public meeting after notice and public hearing; and
- 2.) The City published notice of the City Council meeting on the proposed purchase of the Property, to be held during the regular City Council meeting on November 12, 2024; and
- 3.) Prior to completion of the sale, all applicable statutory requirements related to the proposed purchase will have been satisfied; and
- 4.) A purchase agreement for the Property will be drafted for Council approval and will be presented at a later Council Meeting.

BE IT FURTHER RESOLVED, that, in consideration of the foregoing, the Mayor and City Council hereby adopt and approve the following actions:

- 1.) For the purposes of this Resolution the foregoing recitals are incorporated herein by reference; and
- 2.) The intent to purchase the Property is contingent upon a price that is mutually agreed upon by both the City of Broken Bow and the State of Nebraska; and
- 3.) The Purchase Agreement will be presented for content at a later meeting to be approved and ratified by the Mayor and City Council.

BE IT FURTHER RESOLVED, that the Mayor or City Administrator is hereby authorized to take all actions he determines necessary or appropriate to carry out this Resolution or the actions approved herein.

PASSED AND APPROVED this 12th day of November, 2024.

	Rodney W. Sonnichsen, Mayor
Attest:	
Jennifer A. Waterhouse, City Clerk	



Preliminary Architectural Report Broken Bow Armory Building

PROJECT | Broken Bow - Armory Walk-thru
JEO PROJECT NO. | General Engineering
LOCATION | Broken Bow NE
OWNER | State of Nebraska

The following observations were made during an owner conducted walk-thru of the armory facility in Broken Bow, for the purpose of evaluating its potential use by the city of Broken Bow and to identify any significant deficiencies. The following comments are based on shared information by owner representatives at the time of the walk-thru.

INTERIOR SPACE OBSERVATIONS MAIN LEVEL

- 1. The interior brick and concrete masonry wall construction was in good condition with no significant signs of mortar or masonry deterioration. Some masonry repair had occurred in the southeast corner of the main drill floor.
- 2. The interior roof structure being laminated wood beams with wood decking was in good condition with no significant signs of deterioration. Some water staining was visible, predating the latest reroofing.
- 3. Concrete floors are in good condition. Cracking is visible in all areas, but there is no significant shifting causing tripping hazards or spalling of the concrete causing voids in the surface.
- 4. Restrooms have been updated and appear to meet ADA requirements. Some wall repair was incomplete where it appears that lockers had been removed.
- 5. The building is wired for data with a main data cabinet located in the southwest corner (PLT. LDR. Office) of the building.
- 6. Piping for the heating systems runs exposed in the perimeter rooms at walls and ceiling. All piping is uninsulated following asbestos abatement.
- 7. Vinyl composition tile in the northwest corner (weight room) is releasing and curling.
- 8. Garage bays at the north end were in good condition. The primary electrical service entrance was at the west wall of the space. The building service is a 400-amp, single phase, three wire, 240/120v.
- 9. The east side classroom space is served by a mini-split system. Masonry walls and wood roof/ceiling is consistent with the rest of the building construction, the flooring is carpet.
- 10. Equipment from the east side kitchen has been removed except for a three-compartment sink and serving counter. A capped vent for a kitchen hood is visible.

(JEO Form Rev. 04/2014) Page [1]

INTERIOR SPACE OBSERVATIONS LOWER LEVEL

- 1. A single stair serves the lower level consisting of the boiler room, storage space, shooting range, and pipe tunnels. Handrails are missing at the lower run of steps.
- 2. The boiler room is in good condition housing the primary boiler for the building. Abatement of asbestos containing insulation has occurred in this space. Some upgrades on boiler equipment has occurred, but the primary boiler appears to be original.
- 3. The shooting range has been abated of lead contamination. There is shoring in place supporting concrete masonry blocks at the ceiling. Some of the block has started to break up and fall out requiring the supports. The failure of the block ceiling system could not be determined at the time of the walk-thru.
- 4. Pipe tunnels were visible and accessible. The tunnels were posted with Asbestos Dust Hazard signage.

EXTERIOR OBSERVATIONS

- 1. The insulated window in general are in good condition. Replacement of all building windows occurred around 2012.
- 2. The brick exterior in general was in good condition with minimal signs of mortar and/or masonry deterioration.
- 3. Some areas were observed to have negative slope grading at the building perimeter. This is causing roof water shed and rain shed to slope back to the building foundations. This could be resolved by re-grading the soil around the building to make sure positive drainage is maintained.
- 4. Brick damage was observed at the southeast corner of the building possibly due to minor settlement at the corner.
- 5. In general, the metal roof edge and downspouts were in good condition. Building roofing was not observed, however replacement of roof membrane and insulation occurred in 2012.
- 6. The structural stoop at the west building egress door has settled. This would mean it does not meet ADA minimum requirements if it is counted as an accessible egress door. Modifications and possible ramping would be required to meet egress and accessibility requirements. A more thorough code review to analyze each egress situation would be required once occupancy is determined.
- 7. The structural stoop at the south building egress door is a combination of steps and ramps. This would require an evaluation to see if it meets ADA minimum requirements as a primary accessible entrance / egress door. Modifications and reconfiguration of ramping may be required to meet and accessibility requirements.
- 8. The structural stoop at the east building egress door has a stepped condition. This would mean it does not meet ADA minimum requirements if it is counted as an accessible door. Modifications and ramping would be required to meet accessibility requirements. A more thorough code review to analyze each egress situation would be required once occupancy is determined. A similar condition also occurs at the northeast corner door of the garage bays.



- 9. The concrete paving at the building perimeter is in generally good condition. Modifications may be required to facilitate ADA access to the building.
- 10. Primary site parking to the north and east is a gravel lot in good condition. The lot is enclosed by a perimeter fence in good condition.
- 11. The cold storage building to the northeast of the armory building is in good condition, with no visible deterioration of the masonry walls and wood truss and shingled roof structure.
- 12. A site irrigation system requires minor repair before being operational.

BUILDING USE CONSIDERATIONS

- 1. The building lacks a fire sprinkler system. The use of the building as an assembly occupancy, if it exceeds 300 occupants, would require a fire sprinkler system. The cost of this system could be in the range of \$8 \$10 / square foot.
- 2. Toilet fixture counts would need to be confirmed for an assembly use.
- 3. The building is not air conditioned except for some of the perimeter office and classroom space, which have individual mini-split systems. The main "drill" space is served by two gas fired furnaces. The current building wide heating system is a hot water boiler and wall mounted radiators along with some hot water unit heaters at ceiling locations. An upgrade of the HVAC system would require space allocation for equipment and ductwork. A mechanical systems upgrade could be in the range of \$40-\$60 / square foot.
- 4. Hazardous materials have been abated in the building except for the building perimeter piping tunnel. Asbestos insulation remains on piping in the tunnel space, this is typically not an issue unless the insulation deteriorates or becomes damaged. This would need to be addressed with any mechanical upgrades to the building heating system.

SUMMARY

Based on my limited observation, and information shared by owner representatives, the building is in good condition and has extended useful life. The proposed use of the building would determine what modifications or upgrades would be required to meet functional and code requirements.

Marvin Larson

04/22/2024

ARCHITECT

Date



RESOLUTION 2024-17

RESOLUTION AUTHORIZING PAYMENT #3 – TO MYERS CONSTRUCTION INC. FOR WORK PERFORMED AND COMPLETED AT THE EAGLE CREST SUBDIVISION PROJECT #211489

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

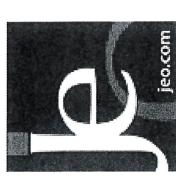
WHEREAS, JEO Consulting Group Inc. has submitted Pay Request No. 3, payment for work performed and completed at Eagle Crest Subdivision Project #211489 through November 5, 2024; and

WHEREAS, Myers Construction, Inc. is entitled to a payment of \$409,535.68 for the Eagle Crest Subdivision Water and Sanitary Sewer Extensions with Street Paving.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of Broken Bow, Nebraska: to authorize the City to sign all necessary documentation for payment and pay Myers Construction, Inc. \$409,535.68, money to be sourced from sales tax infrastructure funds account ending in 168.

PASSED AND APPROVED this 12th day of November 2024.

ATTEST:	Rodney W. Sonnichsen, Mayor
Jennifer A. Waterhouse, City Clerk	



JEO Consulting Group Inc. Detailed Payment

211489.00- Broken Bow 2021 Eagle Crest Subdivision

Description Water and Sanitary Sewer Extensions with Street Paving.

Payment Number

07/03/2024 to 11/05/2024

Pay Period

Prime Contractor Myers Construction

43671 Ryno Rd,

Broken Bow, NE 68822

Payment Status Pending

Awarded Project Amount \$1.541,456.43

Authorized Amount \$1,541,456.43

Authorized Current Quantity Qua	Unit Price Authorized Current Paid Previous Paid	it Unit Price Authorized Current Paid Previous Pair
Authorized Current Pa Quantity Quanti 1.000 1.00	Unit Price Authorized Current Pa Quantity Quanti S0.000 1.000 1.00	ID Unit Unit Price Authorized Current Pa Quantity Quanti LS \$0.000 1.000 1.00
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Unit Price		ID Unit
	Umit	ber Item ID Unit - Group A 1 LS

Detailed Payment:

Line Number	er Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0020	7	LS	\$4,389.000	1.000	1.000	0.000	1.000	1.000	\$4,389.00	\$4,389.00
Bonding and Insurance	Insurance									
0030	m	LF	\$45.000	1,682.000	1,682.000	0.000	1,682.000	1,682.000	\$75,690.00	\$75,690.00
6" PVC Wat	6" PVC Water Main, DR 18	∞								
0040	7	LF	\$60.000	1,114.000	200.000	0.000	200.000	200.000	\$12,000.00	\$12,000.00
8" PVC Wat	8" PVC Water Main, DR18	∞								
0020	S	EA	\$960.000	4.000	3.000	0.000	3.000	3.000	\$2,880.00	\$2,880.00
6"x6"x6" Tee, MJ	e, MJ									
0900	9	EA	\$1,791.000	1.000	1.000	0.000	1.000	1.000	\$1,791.00	\$1,791.00
8"x8"x6"Tee, MJ	s, MJ									
00400	7	EA	\$1,182.000	2.000	2.000	0.000	2.000	2.000	\$2,364.00	\$2,364.00
8"x6"x8" Tee, MJ	e, MJ									
0800	∞	EA	\$2,211.600	3.000	3.000	0.000	3.000	3.000	\$6,634.80	\$6,634.80
6" Gate Valv	6" Gate Valve and Box, MJ	Ĺ			g.					
0600	6	EA	\$3,250.900	3.000	2.000	0.000	2.000	2.000	\$6,501.80	\$6,501.80
8" Gate Valv	8" Gate Valve and Box, MJ	E.								
0100	10	EA	\$909.000	1.000	0.000	0.000	0.000	0.000	\$0.00	80.00
8" 90° Bend, MJ	, MJ									
0110	11	EA	\$594.000	1.000	1.000	0.000	1.000	1.000	\$594.00	\$594.00
6" 45° Bend, MJ	, MJ									
0120	12	EA	\$570.000	2.000	2.000	0.000	2.000	2.000	\$1,140.00	\$1,140.00
6" 22.5° Bend, MJ	ıd, MJ									
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Detailed Payment:

^{211489.00-} Broken Bow 2021 Eagle Crest Subdivision

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0130	13	EA	\$582.000	1.000	1.000	0.000	1.000	1.000	\$582.00	\$582.00
6" 11.25° Bend, MJ	1, MJ									
0140	14	EA	\$328.000	1.000	1.000	0.000	1.000	1.000	\$328.00	\$328.00
8" Plug, MJ										
0150	15	LF	\$20.000	825.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
I" PE Water Service (SDR 7)	ervice (SDR	7)								
0160	16	EA	\$520.000	26.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
6" x 1" Saddle										
0170	17	EA	\$600.000	5.000	0.000	0.000	0.000	0.000	\$0.00	80.00
8" x 1" Saddle										
0180	81	EA	\$561.650	31.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
1" Corporation Stop	Stop									
0190	61	EA	\$799.980	31.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
1" Curb Stop and Box	nd Box									
0200	20	EA	\$8,004.550	3.000	3.000	0.000	3.000	3.000	\$24,013.65	\$24,013.65
6" Fire Hydrant Assembly	ıt Assembly									
0210	21	EA	\$1,248.000	2.000	1.000	0.000	1.000	1.000	\$1,248.00	\$1,248.00
Connect to Existing Water Main	isting Water	Main								
0220	22	EA	\$5,555.650	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Sampling Station	ion		With a company of the control of the	William Committee of the committee of th	THE PROPERTY OF THE PROPERTY O	A COMMANDER COMMENTAL COME	AND AND A COMMISSION OF PROPERTY OF THE PROPER			
								Section Totals:	\$140,156.25	\$140,156.25
Section: 2 - Group B	roup B									

Detailed Payment: 211489.00- Broken Bow 2021 Eagle Crest Subdivision

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Line Number	· Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0230		LS	\$0.000	1.000	1.000	0.000	1.000	1.000	\$0.00	\$0.00
Mobilization										
0240	0	LS	\$4,466.000	1.000	1.000	0.000	1.000	1.000	\$4,466.00	\$4,466.00
Bonding and Insurance	Insurance									
0250	3	LF	\$65.000	2,277.000	2,277.000	0.000	2,277.000	2,277.000	\$148,005.00	\$148,005.00
8" PVC Sanitary Sewer Main, SDR 35	ary Sewer Ma	ain, SDR 35	16							
0560	4	VF	\$652.000	113.000	113.000	0.000	113.000	113.000	\$73,676.00	\$73,676.00
48" Dia. Concrete Manhole	rete Manhok	a)								
0270	5	LF	\$43.000	1,072.000	1,072.000	0.000	1,072.000	1,072.000	\$46,096.00	\$46,096.00
4" PVC Sanitary Sewer Service, SDR 26	ary Sewer Se	rvice, SDR	26							
0280	9	EA	\$400.000	31.000	31.000	0.000	31.000	31.000	\$12,400.00	\$12,400.00
8" x 4" Wye, PVC	PVC									
0530	50	EA	\$178.740	31.000	31.000	0.000	31.000	31.000	\$5,540.94	\$5,540.94
4" 45° Bend, Sewer	Sewer				i					
0300	∞	EA	\$750.000	1.000	1.000	0.000	1.000	1.000	\$750.00	\$750.00
Connect to Existing Sanitary Sewer	xisting Sanita	ry Sewer								
0310	6	EA	\$350.000	3.000	0.000	3.000	3.000	3.000	\$0.00	\$1,050.00
Remove Tree			AMOUNT MILES A. L. CARPAGNET MARKET TO THE P. A.							
Man share (A. Maria and S. Mari	And the state of t							Section Totals:	\$290,933.94	\$291,983.94
Section: 3 - Group C	Froup C									
0320	1	LS	\$0.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$0.00
Mobilization				The state of the s		Recommendation of the Control of the	900 (10) (10) (10) (10) (10) (10) (10) (1			
										When the states are consider additional in their entering terms for the place printers for the state.

Detailed Payment:

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0330	2	LS	\$20,486.160	1.000	0.000	1.000	1.000	1.000	\$0.00	\$20,486.16
Bonding and Insurance	surance									
0340	8	EA	\$350.000	23.000	0.000	23.000	23.000	23.000	\$0.00	\$8,050.00
Remove Tree										
0350	4	LF	\$15.000	30.000	0.000	30.000	30.000	30,000	\$0.00	\$450.00
Remove CMP Storm Sewer Pipe	Storm Sewer	Pipe								
0360	S	SY	\$12.000	18.000	0.000	18.000	18.000	18.000	\$0.00	\$216.00
Remove Asphalt	It.									
0370	9	EA	\$550.000	1.000	0.000	0.000	0.000	0.000	\$0.00	80.00
Remove and Reset Sign	set Sign									
0380	7	EA	\$1,500.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$1,500.00
Remove Concrete Header	ete Header									
0390	∞	CY	\$7.000	30,540.000	0.000	30,540.000	30,540.000	30,540.000	\$0.00	\$213,780.00
Excavation, Established Quantity	ablished Qu	antity								
0400	6	SY	\$5.500	000.096'9	0.000	3,480.000	3,480.000	3,480.000	\$0.00	\$19,140.00
Subgrade Preperation	ration									
0410	10	SY	\$69.000	6,960.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
7" Concrete Pavement	vement									
0420	11	LF	\$50.000	827.000	0.000	0.000	0.000	0.000	\$0.00	80.00
18" RCP, Class III	Ш				,					
0430	12	EA	\$1,300.000	3.000	0.000	0.000	0.000	0.000	\$0.00	80.00
18" RCP Flared End Section	l End Sectior									
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Detailed Payment:

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Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0440	13	EA	\$6,450.000	3.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Curb Inlet										
0450	14	EA	\$14,350.000	3.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Curb Inlet/ with Manhole	h Manhole									
0460	15	EA	\$9,200.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Area Inlet										
0470	16	EA	\$13,020.000	3.000	0.000	0.000	0.000	0.000	\$0.00	20.00
Storm Sewer Junction Box (4'x4')	unction Box	c (4'x4')								
0480	17	LF	\$3.000	1,790.000	0.000	1,790.000	1,790.000	1,790.000	\$0.00	\$5,370.00
Silt Fence, Low Porosity	v Porosity									
0490	18	ACRE	\$3,000.000	11.000	0.000	5.500	5.500	5.500	\$0.00	\$16,500.00
Seeding, Fertilizer and Mulch	izer and Mı	ılch								
0200	19	TON	\$55.000	48.000	0.000	48.000	48.000	48.000	\$0.00	\$2,640.00
Stabilized Construction Entrance	struction E	ntrance								
0510	20	SY	\$6.000	500.000	0.000	500.000	500.000	500.000	\$0.00	\$3,000.00
Erosion Control Mat	ol Mat									
0520	21	EA	\$550.000	000.9	0.000	0.000	0000	0.000	\$0.00	\$0.00
Curb Inlet Sediment Filter	iment Filter	L								
0530	22	EA	\$550,000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Area Inlet Sediment Filter	iment Filter									
0540	6.4.022	EA	\$0.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
24" RCP Flared End Section	d End Secti	ion								
	A CONTRACTOR OF THE PARTY OF TH									

Detailed Payment:

Line Number Item ID Unit	Item ID	Unit		Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Unit Price Authorized Current Paid Previous Paid Total Quantity Total Quantity Current Payment Total Amount Quantity Quantity Quantity Paid To Date Placed To Date Amount Paid To Date	Total Amount Paid To Date
0550	6.4.004 LF	LF	\$0.000	0.000	0.000	0.000	0.000	0.000	\$0.00	80.00
24" RCP, Class III	s III									
0950	12.1.017 SY	SY	\$0.000	0.000	0.000	0.000	0.000	0.000	\$0.00	80.00
Remove Pavement	nent				,					
0570	18	EA	\$0.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Area Inlet (HDPE)	PE)									
the second secon	1000							Section Totals:	\$0.00	\$291,132.16
								Total Payments:	\$431,090.19	\$723,272.35

Time Charges

Time Limit	Original Deadline	Authorized Deadline	Charges This Period	Damages This Period	Days Completed To Date	Days Remaining To Date	Damages To Date
Final Completion	05/15/2025	05/15/2025	N/A	\$0.00	N/A	191.0 Days	\$0.00
Substantial Completion	12/31/2024	12/31/2024	N/A	\$0.00	N/A	56.0 Days	80.00
						Total Damages:	80.00

Summary

Current Approved Work:	\$431,090.19	Approved Work To Date:	\$723,272.35
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	\$21,554.51	Retainage To Date:	\$36,163.62
Current Retainage Released:	\$0.00	Retainage Released To Date:	\$0.00
Current Liquidated Damages:	\$0.00	Liquidated Damages To Date:	\$0.00
Current Adjustment:	\$0.00	Adjustments To Date:	\$0.00
Current Payment:	\$409,535.68	Payments To Date:	\$687,108.73
Previous Payment:	\$78,219.52	Previous Payments To Date:	\$277,573.05

Contractor's Certification

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

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the work covered by prior Applications for Payment;
- (2) Title to all work, materials and equipment incorporated in said work, or otherwise listed in or covered by this application for payment, will pass to Owner at time of payment free and clear of all liens, security interests and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest or encumbrances); and
- (3) All work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Date 11-5-2024 11/7/2024 Date Date Contractor Engineer Owner