



**CITY OF BROKEN BOW
CITY COUNCIL AGENDA
April 8, 2025 @ 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 April 8th, 2025, which will include the following:

- a. Approval of Minutes of March 25th, 2025, Council Meeting
- b. Approval of Bills as Posted

F. New Business:

- a. **Change Order #3, Highway 2 Sanitary Sewer Extension 15th to Webster** - Council will have consideration of approving Change Order #3 with JEO Consulting Group Inc., deleting the remove and replace fire hydrant bid item for a net change of -\$2,815.29 and extending the substantial completion date to April 15, 2025.
- b. **Resolution 2025-02, Resolution Authorizing Payment No. 1 for the Highway 2 Sanitary Sewer Extension 15th to Webster Project and Signing of the Certificate of Substantial Completion** - Council will have the consideration of approving payment in the amount of \$159,561.90 to Myers Construction Inc. for work completed through March 25, 2025, for the Highway 2 Sanitary Sewer Extension 15th to Webster project #211489 and signing the Certificate of Substantial Completion.
- c. **Resolution 2025-03, Certificates of Deposits and Interest Bearing Accounts**— Council will have consideration of approving and authorizing the City Administrator, David Schmidt, to make any changes necessary to certificates of deposit or any similar interest bearing accounts for the purposes of achieving the best financial opportunities currently available for the City of Broken Bow.



**CITY OF BROKEN BOW
CITY COUNCIL AGENDA
April 8, 2025 @ 6:00 PM
Broken Bow Municipal Building
314 South 10th Ave, Broken Bow NE**

- d. Community First National Bank Equipment Lease Agreement-** Council will have the consideration of approving the lease agreement between the City of Broken Bow and Community First National Bank for one (1) LUCUS Chest Compression System, one (1) Ventilator System, and five (5) wireless radios and related equipment in the amount of \$50,801.66.

G. Public Comments

H. Mayor and Council Comments

I. Adjournment

Upcoming Events:

- ***April 22nd – City Council Meeting @ 6:00 pm in the Broken Bow Municipal Building***
- ***April 22nd – Board of Public Works @ 12:30 pm in the Broken Bow Municipal Building***
- ***May 5th – Park Board Meeting @ 5:15 pm in the Broken Bow Municipal Building***

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

Broken Bow City Council

Meeting Minutes March 25th, 2025

The Broken Bow City Council met in regular session on Tuesday, March 25th, 2025, 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 were 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, Travis Kleeb, Joe Wamsley, and Paul Holland. Absent: None. Also in attendance was City Attorney Jason White. Mayor Sonnichsen announced the availability of the Open Meetings Act, followed by reciting the Pledge of Allegiance lead by Connor Schmidt.

Moved by Wamsley, seconded by Holland to approve the consent agenda for March 25, 2025. Said motion includes approval of the Minutes of the March 11, 2025, Council Meeting, Bills to Date, February 2025 Treasurer's Report, Broken Bow Ambulance Service Official Roster, Broken Bow Volunteer Fire Department Officers Effective April 1, 2025, and approval of the Amended Minutes of March 3, 2025, Council Meeting. The amended minutes reflect the correction of the Bi-Weekly Payroll on 2/12/25 to \$72,512.06 and adding the following statement. "Moved by Holland, seconded by Wamsley, to excuse the absence of councilmember Kleeb. Roll call vote: Voting aye: Smith, Wamsley, and Holland. Nays: None. Motion carried." Roll call vote: Voting aye: Smith, Kleeb, Wamsley, and Holland. Nays: None. Motion carried.

Aflac \$436.46, \$119.50, Al's Lock & Safe Inc \$13,134.30, Black Hills Energy \$3,764.40, Bound Tree Medical \$2,841.13, Card Services 0591 \$3,003.67, Carquest of Broken Bow \$183.01, Central Nebraska Bobcat \$126.58, Chris Henderson \$176.11, City Flex Benefit Plan \$455.00, City of Broken Bow - Health Insurance \$4,377.59, City of Broken Bow Pension Fund \$2,795.09, \$11,599.78, \$1,549.63, Colonial Insurance \$520.88, \$282.99, Country Living \$19.97, Custer County Chief \$370.50, Demco \$146.10, EFTPS Online Payment \$3,143.84, \$8,544.49, \$13,442.88, EZ IT Solutions \$2,988.92, Eakes Office Solutions \$56.99, Family Heritage \$25.50, First Response Billing Associates, LLC \$1,467.18, Fixed Right Auto Body \$842.14, Great Plains Communications \$185.00, \$216.67, Grocery Kart \$5.74, Ingram Library Services \$1,893.06, JEO \$1,341.25, LARM \$13,354.70, Larry Harbour \$405.00, Lexipol, LLC \$1,032.46, Mead Lumber \$50.47, Nebraska Child Support Payment Center \$851.09, Nebraska Pasture Door \$105.87, OBrien's Hardware \$5.48, Pareto Health \$76.00, Paul Holland \$245.00, Platte Valley Communications \$25.00, Presto X Company \$72.49, Psychological Resources \$150.00, Psychology Today \$29.97, Ranchland Ford \$117.72, \$1,059.83, Russ Smith \$272.00, South Loup Community Pharmacy \$52.46, State Income Tax WH NE Online Payment \$3,900.14, Statewide Collection LLC \$174.47, Stryker \$28.08, Travis Kleeb \$245.00, Trotter Service \$97.01, TX Child Support SDU\$ 401.00, Taste of Home \$19.36, Trotter Service \$3,251.63, Trotter Service \$349.99, Trotter Whoa & Go West BB \$2,101.87, Trotter's Whoa & Go West BB \$150.90, Trotter's Whoa & Go West BB \$115.81, Verizon Wireless \$129.68, \$314.86, Total \$109,241.69 Bi-Weekly Payroll (3/12/25) \$75,698.72, Grand Total \$184,940.41.

In new business, moved by Kleeb, seconded by Wamsley to open a public hearing at 6:03 pm regarding Ordinance 1295, providing for the placement of a designated stop sign located on the north

side of the S. 8th Avenue and S. D St. intersection in the City of Broken Bow. Roll Call vote: Voting aye: Smith, Kleeb, Wamsley, and Holland. Nays: None. Motion carried. Discussion was held. Administrator Schmidt read a letter from Mason Holmes, 605 N. C Street, regarding his recommendations regarding the proposed Ordinances on the agenda. Mayor Sonnichsen also explained that at the last two meetings the proposal to change Ordinance 1295 to a four-way stop had been discussed. Councilmember Russ expressed that he agreed with making that change and Councilmember Kleeb spoke about his concern regarding restricting agriculture-based businesses. Moved by Holland, seconded by Wamsley to close public hearing at 6:10 pm. Roll Call vote: Voting aye: Smith, Kleeb, Wamsley, and Holland. Nays: None. Motion carried. Attorney Jason White advised the council that if they wanted to make any changes to Ordinance 1295, Council would need to pass the amended Ordinance and waive the three readings since they have not read the amended Ordinance three times.

Moved by Smith, to approve Ordinance 1295, entitled "AN ORDINANCE PROVIDING FOR THE PLACEMENT OF A DESIGNATED STOP SIGN LOCATED ON THE NORTH SIDE OF THE SOUTH 8TH AVENUE, AND SOUTH D STREET INTERSECTION IN THE CITY OF BROKEN BOW, CUSTER COUNTY, NEBRASKA, PROVIDING FOR PUBLICATION AND EFFECTIVE DATE AND REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE" with the amendment to change the Ordinance from a single stop sign to a four way stop at the South 8th Avenue and South D intersection. Smith also moved that the statutory rule requiring reading on three different days be suspended for the amended Ordinance 1295. The amended Ordinance 1295 is entitled "AN ORDINANCE PROVIDING FOR THE PLACEMENT OF A FOUR WAY STOP AT THE SOUTH 8TH AVENUE AND SOUTH D STREET INTERSECTION IN THE CITY OF BROKEN BOW, CUSTER COUNTY, NEBRASKA, PROVIDING FOR PUBLICATION AND EFFECTIVE DATE AND REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE." Councilmember Kleeb seconded the motion.

The Mayor stated the motion and instructed the Clerk to call the roll. The Clerk called the roll, and the following was the vote: Ayes: Smith, Kleeb, Wamsley, and Holland. Nays: None. Motion carried. The motion to suspend the rules of said Ordinance was adopted by three-fourths of the Council and the statutory rule was declared suspended for the consideration of said Ordinance. The final passage and adoption of said Ordinance having been concurred by a majority of all members of the Council, the Mayor declared the Ordinance adopted.

Moved by Wamsley, seconded by Kleeb to open a public hearing at 6:12 pm regarding Ordinance 1296, providing for the placement of stop signs located at S. 6th Ave and S. C St., S. 7th Ave and S. C St., a four way stop at the S. 6th Ave and S. D St. intersection and a four way stop at S. 7th Ave and S. D St. intersection in the City of Broken Bow. Roll Call vote: Voting aye: Smith, Kleeb, Wamsley, and Holland. Nays: None. Motion carried. Discussion was held. Mayor Sonnichsen said that Ordinance 1296 has been discussed over the last few meetings and Mr. Holmes's letter suggested that traffic be regulated going East to West instead of North and South as it is currently written. Administrator Schmidt agreed and asked council to reconsider the two proposed 2 way stops on S. C Street and change them to east and west to make it more consistent with other traffic patterns around town. Police Chief Scott recommended that the stop signs at the intersection of 6th and S. C St. be placed on the east and west and Captain Anderson agreed explaining it would help traffic see around the laundry mat on that corner. He also recommended that the stop signs at the intersection of 7th and S. C St. should stay north and south for safety around the apartments. Moved by Kleeb, seconded by

Holland to close public hearing at 6:20 pm. Roll Call vote: Voting aye: Smith, Kleeb, Wamsley, and Holland. Nays: None. Motion carried.

Moved by Holland, to approve Ordinance 1296, entitled "AN ORDINANCE PROVIDING FOR THE PLACEMENT OF STOP SIGNS LOCATED AT SOUTH 6TH AVENUE, AND SOUTH C STREET, SOUTH 7TH AVENUE, AND SOUTH C STREET, A FOUR WAY STOP AT THE SOUTH 6TH AVENUE AND SOUTH D STREET INTERSECTION, AND A FOUR WAY STOP AT SOUTH 7TH AVENUE AND SOUTH D STREET INTERSECTION IN THE CITY OF BROKEN BOW, CUSTER COUNTY, NEBRASKA, PROVIDING FOR PUBLICATION AND EFFECTIVE DATE AND REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE" with the amendment to change section one to say that upon the passage of this ordinance, stop signs shall be placed on the east and west sides of South 6th Avenue, and South C Street intersection. Holland also moved that the statutory rule requiring reading on three different days be suspended for the amended Ordinance 1296. Councilmember Wamsley seconded the motion.

The Mayor stated the motion and instructed the Clerk to call the roll. The Clerk called the roll, and the following was the vote: Ayes: Smith, Kleeb, Wamsley, and Holland. Nays: None. Motion carried. The motion to suspend the rules of said Ordinance was adopted by three-fourths of the Council and the statutory rule was declared suspended for the consideration of said Ordinance. The final passage and adoption of said Ordinance having been concurred by a majority of all members of the Council, the Mayor declared the Ordinance adopted.

Moved by Smith, seconded by Kleeb to open a public hearing at 6:22 pm regarding Ordinance 1297, providing for the placement of stop signs at the N. 9th Ave and N, H St. intersection creating a four way stop in the City of Broken Bow. Roll Call vote: Voting aye: Smith, Kleeb, Wamsley, and Holland. Nays: None. Motion carried. Discussion was held. Councilmember Kleeb discussed the speed issues at the intersection and suggested postponing action to allow the city time to work with the county to obtain a speed tapering study before putting in stop signs. Councilmember Holland agreed that they should get with the County to work on the speed issue but felt that the stop signs still need to be added. Administrator Schmidt explained that he spoke with the County Road Supervisor, and he confirmed that if council wanted to put up an advanced notice sign, they would be fine with that and that they are also willing to work with the city on a speed tapering study. Rachel Schmidt expressed her concern that safety at the intersection is a bigger issue than the speed issue is because a church and school are nearby, and children are not safe because cars can't see them crossing. Andrew Lacy recommended that signs be put in for the traffic coming from the north but said that he feels that safety is the bigger issue due to decreased visibility and the large numbers of children crossing the intersection. Jeremy Schipe discussed the options for a speed step down but echoed his support of stop signs being installed due to safety concerns. He also noted that time is of the essence with school ending in May and the increased usage of the intersection as children will be crossing there to get to the pool. Captain Anderson explained that the main reason BBPD wanted a four-way stop at the intersection is due to the vision obstruction issues that are present there. Chief Scott ended by saying that it is less about speed and more about being proactive because there are no sidewalks available and that it is important to keep pedestrians safe as they cross there. Moved by Holland, seconded by Kleeb to close public hearing at 6:40 pm. Roll Call vote: Voting aye: Smith, Kleeb, Wamsley, and Holland. Nays: None. Motion carried.

Moved by Kleeb, seconded by Wamsley to approve Ordinance 1297, entitled "AN ORDINANCE PROVIDING FOR THE PLACEMENT OF DESIGNATED STOP SIGNS LOCATED AT THE NORTH 9TH AVENUE AND NORTH H STREET INTERSECTION CREATING A FOUR WAY STOP IN THE CITY OF BROKEN BOW, CUSTER COUNTY, NEBRASKA, PROVIDING FOR PUBLICATION AND EFFECTIVE DATE AND REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE. Roll Call Vote: Voting aye: Smith, Kleeb, Wamsley, and Holland. Nays: None. Motion carried.

Moved by Wamsley, seconded by Holland to open a public hearing at 6:41 pm regarding Ordinance 1298, providing for the speed limit change to 25 mph for all of S. B St. west of S. 10th Ave in the City of Broken Bow. Roll Call vote: Voting aye: Smith, Kleeb, Wamsley, and Holland. Nays: None. Motion carried. Discussion was held. Mayor Sonnichsen explained the Ordinance will bring the area back to the standard 25 mph. Jacob Holcomb confirmed that the area is zoned residential, commercial and industrial. Moved by Kleeb, seconded by Smith to close public hearing at 6:42 pm. Roll Call vote: Voting aye: Smith, Kleeb, Wamsley, and Holland. Nays: None. Motion carried.

Moved by Kleeb, seconded by Holland to approve Ordinance 1298, entitled "AN ORDINANCE PROVIDING FOR THE SPEED LIMIT TO BE 25 MPH FOR ALL OF SOUTH B STREET WEST OF SOUTH 10TH AVENUE IN THE CITY OF BROKEN BOW, CUSTER COUNTY, NEBRASKA, PROVIDING FOR PUBLICATION AND EFFECTIVE DATE AND REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE. Roll Call Vote: Voting aye: Smith, Kleeb, Wamsley, and Holland. Nays: None. Motion carried.

Moved by Smith, seconded by Kleeb to open a public hearing at 6:42 pm regarding Ordinance 1299, amending Chapter 73, ATV and UTV usage within the corporate city limits. Roll Call vote: Voting aye: Smith, Kleeb, Wamsley, and Holland. Nays: None. Motion carried. Discussion was held.

Administrator Schmidt explained that the state legislature has changed the weight definitions of ATV's and UTV's so we need to change those in our Ordinance to get us in line with the state but it does not change any of our local regulations regarding their usage in the City limits. Moved by Holland, seconded by Smith to close public hearing at 6:46 pm. Roll Call vote: Voting aye: Smith, Kleeb, Wamsley, and Holland. Nays: None. Motion carried. City Attorney Jason White pointed out that there was a typo on the agenda that listed Ordinance 1299 as amending Chapter 72 but that it really is Chapter 73 and that Ordinance 1299 as presented, correctly states that it is amending Chapter 73.

Moved by Wamsley, to not waive the three readings of Ordinance 1299. No second. Motion Failed.

Councilmember Smith introduced Ordinance No. 1299 entitled "AN ORDINANCE AMENDING CHAPTER 73: PROVIDING FOR THE OPERATION OF ALL-TERRAIN VEHICLES AND UTILITY TYPE VEHICLES WITHIN THE CORPORATE LIMITS UNDER CERTAIN CIRCUMSTANCES; TO IMPOSE RESTRICTIONS ON THE USE OF ALL-TERRAIN VEHICLES OR UTILITY TYPE VEHICLES; TO ESTABLISH PENALTIES FOR VIOLATION; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE AND REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE" and moved that the statutory rule requiring reading on three different days be suspended. Councilmember Kleeb seconded the motion. The Mayor stated the motion and instructed the Clerk to call the roll. The Clerk called the roll, and the following was the vote: Ayes: Smith, Kleeb, Wamsley, and Holland. Nays: None. Motion carried. The motion to suspend the rules was

adopted by three-fourths of the Council and the statutory rule was declared suspended for the consideration of said Ordinance. Said Ordinance was then read by title and thereafter Councilmember Kleeb moved for final passage and approval of the Ordinance, which motion was seconded by Councilmember Smith. Upon roll call vote, the vote was as follows: Ayes: Smith, Kleeb, Wamsley, and Holland. Nays: None. Motion carried. The passage and adoption of said Ordinance having been concurred by a majority of all members of the Council, the Mayor declared the Ordinance adopted.

During public comments, Administrator Schmidt explained that the city was represented well at the Chamber banquet on March 22nd. Staff members Julie Toline and Jacob Holcomb were both nominated for Citizen of the Year, the Library was honored for being a 115-year chamber member, the was City honored for being a 145-year chamber member, and the Broken Bow Ambulance Service was honored as the 2024 non-profit of the year. He also gave an update on the Hwy 2 project that is starting within the next week with a tentative completion date of August 2025.

Gary Storms, 1301 North C Street, asked council to consider putting in a four way stop at the corner of N. 12th Ave and N. H Steet for the safety of children crossing to and from school. He explained that there is currently only one stop sign there and said that cars don't stop.

During Mayor and council comments, Councilmember Kleeb thanked everyone for their comments during the hearings regarding the Ordinances and Mayor Sonnichsen thanked Connor for leading the Pledge at the meeting.

Moved by Holland, seconded by Smith, to adjourn the City Council meeting at 6:53 pm. Roll Call vote: Voting aye: Smith, Kleeb, Wamsley, and Holland. Nays: None. Motion Carried.

Rodney W. Sonnichsen, Mayor

ATTEST:

Jennifer A. Waterhouse, City Clerk

Accounts Payable Detail Listing
City of Broken Bow

Vend#		Vendor Name									
Pay#	Post Date	Due Date	Amount	Invoice	Date	PO#		Date	Status		
	Account#	Work Order		Description				Debit	Credit		
Aflac											
37269	3/26/2025	3/26/2025	436.46						Posted		
	01-1501.00			PRE TAX AFLAC				436.46		0.00	
37270	3/26/2025	3/26/2025	119.50						Posted		
	01-1501.00			AFLAC POST TAX				119.50		0.00	
37289	4/8/2025	4/8/2025	108.18						Posted		
	01-1501.00			Dave Aflac				108.18		0.00	
Anderson Auto Tech											
37315	4/8/2025	4/8/2025	265.16	25166					Posted		
	08-3225.00			Additive				132.58		0.00	
	09-3225.00			Additive				132.58		0.00	
								265.16		0.00	
Bound Tree Medical											
37284	4/8/2025	4/8/2025	636.49	ACCT 112634					Posted		
	05-3338.00			EMS Supplies				636.49		0.00	
Broken Bow Airport Authority											
37285	4/8/2025	4/8/2025	1,083.33						Posted		
	01-3409.00			Airport Interlocal Agreement - April				1,083.33		0.00	
Broken Bow Ambulance Service											
37286	4/8/2025	4/8/2025	17.98						Posted		
	05-3440.00			Transport snacks				17.98		0.00	
Broken Bow Chamber of Commerce											
37320	4/8/2025	4/8/2025	6,970.00						Posted		
	05-3442.00			Transport stipen				1,300.00		0.00	
	05-3334.00			Ambulance incentive				5,670.00		0.00	
								6,970.00		0.00	
Broken Bow Municipal Utilities											
37287	4/8/2025	4/8/2025	7,874.70						Posted		
	01-3213.00			Radio/Weather Station Tower				26.89		0.00	
	02-3220.00			City Hall Utilities/Trash				485.68		0.00	
	04-3220.00			Police - Utilities/Trash Removal				388.78		0.00	
	04-3315.00			Police -Dog Pound Utilities				185.70		0.00	
	02-3220.00			Armory - Utilities				293.60		0.00	
	07-3220.00			Library - Utilities/Trash				1,633.52		0.00	
	08-3220.00			Streets Shop (2/3) - Utilities/Trash				2,376.18		0.00	
	09-3220.00			Parks Shop (1/3) -Utilities/Trash				1,188.08		0.00	
	08-3220.00			Streets Blue Shop - Utilities/Trash				25.48		0.00	
	09-3220.00			Parks - Utilities				1,102.89		0.00	
	10-3220.00			Pool - Utilities				110.26		0.00	
	11-3220.00			Tree Dump - Utilities				57.64		0.00	
								7,874.70		0.00	
Broken Bow Rural Fire Board											
37288	4/8/2025	4/8/2025	3,869.20	103, 104					Posted		
	05-3220.00			BBMU, Black Hills - Utilities				915.76		0.00	
	05-3221.00			Great Plains - Internet				94.90		0.00	
	06-3220.00			BBMU, Black Hills - Utilities				915.76		0.00	
	06-3221.00			Great Plains - Internet				94.90		0.00	
	06-3311.00			Taylor Heating & Cooling - Repairs				1,147.88		0.00	
	06-3410.00			Kort Transfer - rock				700.00		0.00	
								3,869.20		0.00	
Capital One											
Police 37290	4/8/2025	4/8/2025	498.02						Posted		
	04-3205.00			Conference meals 401/402				66.04		0.00	
	04-3205.00			Refund for glock traning 403				0.00		500.00	
	04-3205.00			Glock training 403				300.00		0.00	
	04-3312.00			Uniforms: boots, pants, and shirts				612.98		0.00	
	04-3413.00			Radio program				19.00		0.00	
								998.02		500.00	

Accounts Payable Detail Listing

City of Broken Bow

<u>Vend#</u>	<u>Vendor Name</u>	<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>
	<u>Account#</u>			<u>Work Order</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>
Streets-4834	Card Services 4834 (continued)									
37291	4/8/2025	4/8/2025			1,471.77					Posted
	08-3310.00					Maintenance of equipment			735.88	0.00
	09-3310.00					Maintenance of equipment			735.89	0.00
									1,471.77	0.00
Office-0583	Card Services 0583									
37293	4/8/2025	4/8/2025			599.59					Posted
	02-3205.00					Clerk school - meals and lodging			591.04	0.00
	02-3223.00					Postage			8.55	0.00
									599.59	0.00
Dave-0609	Card Services 0609									
37292	4/8/2025	4/8/2025			825.53					Posted
	01-3223.00					Coffee supplies, office supplies, tape meas			107.72	0.00
	01-3212.00					Packing for gift bags for city promotions			41.97	0.00
	01-3420.00					Fuel and maintenance			300.57	0.00
	02-3411.00					Coffee makers for City Hall kitchen			177.47	0.00
	01-3222.00					Grass fire support			91.75	0.00
	02-3223.00					Building supplies - employee only signs			39.63	0.00
	01-3223.10					Interest/Late fee			39.42	0.00
	01-3205.00					Parking - League			27.00	0.00
									825.53	0.00
	Carquest of Broken Bow									
37294	4/8/2025	4/8/2025			20.28	ACCT 11475				Posted
	06-3310.00					Maint/repairs			59.02	0.00
	06-3310.00					Credit on account			0.00	38.74
									59.02	38.74
37295	4/8/2025	4/8/2025			48.88	ACCT 11750				Posted
	08-3310.00					Maint & repairs - equipment			48.88	0.00
Street/Parks	Century Link									
37296	4/8/2025	4/8/2025			102.41					Posted
	08-3221.00					Phone - Basic & long distance			51.21	0.00
	09-3221.00					Phone - Basic & long distance			51.20	0.00
									102.41	0.00
37297	4/8/2025	4/8/2025			138.82					Posted
	10-3221.00					Phone - basic & credit card			138.82	0.00
37298	4/8/2025	4/8/2025			369.08					Posted
	04-3221.00					Phone - basic & long distance			369.08	0.00
	City Flex Benefit Plan									
37271	3/26/2025	3/26/2025			455.00					Posted
	01-1501.00					SELECT FLEX-UNREIMBURSED M/D/V			455.00	0.00
lth Ins Reimb	City of Broken Bow - Health Insurance									
37281	3/26/2025	3/26/2025			4,377.59					Posted
	01-1501.00					HEALTH INSURANCE			4,377.59	0.00
37299	4/8/2025	4/8/2025			33,638.90					Posted
	01-3104.00					Health Insurance			3,504.34	0.00
	04-3104.00					Health Insurance			13,166.48	0.00
	05-3104.00					Health Insurance			2,851.20	0.00
	06-3104.00					Health Insurance			950.40	0.00
	07-3104.00					Health Insurance			1,831.24	0.00
	08-3104.00					Health Insurance			7,075.83	0.00
	09-3104.00					Health Insurance			4,259.41	0.00
									33,638.90	0.00
	City of Broken Bow Pension Fund									
37272	3/26/2025	3/26/2025			2,795.09					Posted
	01-1513.00					RETIREMENT LOAN PAYMENT			2,795.09	0.00
37273	3/26/2025	3/26/2025			12,310.68					Posted
	01-1502.00					414H RETIREMENT			12,310.68	0.00
37274	3/26/2025	3/26/2025			1,820.62					Posted
	01-1502.00					457 RETIREMENT			1,820.62	0.00
	Colonial Insurance									
37267	3/26/2025	3/26/2025			520.88					Posted
	01-1501.00					COLONIAL LIFE PRE TAX			520.88	0.00

Accounts Payable Detail Listing

City of Broken Bow

<u>Vend#</u>	<u>Vendor Name</u>								
<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>	
	<u>Account#</u>	<u>Work Order</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>	
Colonial Insurance (continued)									
37268	3/26/2025	3/26/2025	282.99					Posted	
	01-1501.00			COLONIAL LIFE POST TAX			282.99	0.00	
37300	4/8/2025	4/8/2025	585.94					Posted	
	01-1501.00			March insurance - City paid life			71.74	0.00	
	01-1501.00			March insurance - Dave			514.20	0.00	
							585.94	0.00	
Custer County Treasurer									
37302	4/8/2025	4/8/2025	19,386.68	APR2025				Posted	
	01-3217.00			Interlocal Communications Agreement - Ap			19,386.68	0.00	
Custer Public Power									
37301	4/8/2025	4/8/2025	72.03	ACCT 252718				Posted	
	11-3220.00			CD Cell Power			72.03	0.00	
Danko Emergency Equipment Co									
37303	4/8/2025	4/8/2025	154.47	140596				Posted	
	06-3310.00			Repairs on 2004 Freightliner			154.47	0.00	
E-470 Public Highway Authority									
37304	4/8/2025	4/8/2025	40.30	2101258890				Posted	
	05-3313.00			Toll for EMS/Fire Training - CO Springs			20.15	0.00	
	06-3313.00			Toll for EMS/Fire Training - CO Springs			20.15	0.00	
							40.30	0.00	
EFTPS Online Payment									
37277	3/26/2025	3/26/2025	3,607.06					Posted	
	01-1500.00			MEDICARE			3,607.06	0.00	
37278	3/26/2025	3/26/2025	10,191.88					Posted	
	01-1500.00			FEDERAL MARRIED			5,443.99	0.00	
	01-1500.00			FEDERAL SINGLE			3,443.56	0.00	
	01-1500.00			Federal Head of Household			468.20	0.00	
	01-1500.00			2020 Federal Single			291.27	0.00	
	01-1500.00			2020 Federal Married			544.86	0.00	
							10,191.88	0.00	
37279	3/26/2025	3/26/2025	15,423.26					Posted	
	01-1500.00			SOCIAL SECURITY			15,423.26	0.00	
EZ IT Solutions									
37305	4/8/2025	4/8/2025	5.00	7851				Posted	
	01-3438.00			ID Cards - Jennifer/LeeAnn			5.00	0.00	
37306	4/8/2025	4/8/2025	20.00	7848				Posted	
	05-3438.00			IT Services			20.00	0.00	
37307	4/8/2025	4/8/2025	2,940.00	7868				Posted	
	01-3438.00			IT Services			490.00	0.00	
	04-3438.00			IT Services			490.00	0.00	
	05-3438.00			IT Services			245.00	0.00	
	06-3438.00			IT Services			245.00	0.00	
	07-3438.00			IT Services			490.00	0.00	
	08-3438.00			IT Services			490.00	0.00	
	09-3438.00			IT Services			490.00	0.00	
							2,940.00	0.00	
Eakes Office Products									
37308	4/8/2025	4/8/2025	174.69	ACCT 309621				Posted	
	01-3223.00			City acct - office supplies: binders, paper, e			125.49	0.00	
	01-3223.00			Utl acct - labels			49.20	0.00	
							174.69	0.00	
Family Heritage									
37275	3/26/2025	3/26/2025	25.50					Posted	
	01-1501.00			FAMILY HERITAGE			25.50	0.00	
Great Plains Communications									
37309	4/8/2025	4/8/2025	154.84	LIB119895				Posted	
	07-3221.00			Internet			154.84	0.00	
37310	4/8/2025	4/8/2025	150.00	SP102490				Posted	
	08-3221.00			Internet			75.00	0.00	
	09-3221.00			Internet			75.00	0.00	
							150.00	0.00	

Accounts Payable Detail Listing

City of Broken Bow

<u>Vend#</u>	<u>Vendor Name</u>	<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>
	<u>Account#</u>	<u>Work Order</u>			<u>Description</u>				<u>Debit</u>	<u>Credit</u>
Great Plains Communications (continued)										
37311	4/8/2025	4/8/2025	84.95	DTRR195124						Posted
	02-3438.00			Internet					84.95	0.00
Hometown Leasing										
37312	4/8/2025	4/8/2025	291.12	12799978						Posted
	01-3216.00			Copier lease - Dave					291.12	0.00
37313	4/8/2025	4/8/2025	73.57	12799687						Posted
	07-3216.00			Copier lease - Library					73.57	0.00
welding	Island Supply Welding Co.									
37314	4/8/2025	4/8/2025	123.60	339698, 339895						Posted
	05-3338.00			Oxygen					123.60	0.00
Jennifer Waterhouse										
37316	4/8/2025	4/8/2025	323.40							Posted
	01-3205.00			Reimbursement - mileage clerk school					323.40	0.00
Kirkpatrick Cleaning Solutions										
37317	4/8/2025	4/8/2025	3,470.00	13766						Posted
	02-3419.01			Janitorial services - April					3,470.00	0.00
37318	4/8/2025	4/8/2025	1,600.60	13758						Posted
	09-3339.00			Supplies for park bathrooms					1,600.60	0.00
Melham Wellness Center										
37340	4/8/2025	4/8/2025	112.00							Posted
	01-3205.03			Membership for Jared Wiebel					112.00	0.00
Mid American Research Chemical										
37319	4/8/2025	4/8/2025	2,103.53	0843810-IN						Posted
	09-3339.00			Cleaning supplies - park bathrooms					1,103.53	0.00
	10-3339.00			Cleaning supplies - pool bathrooms					1,000.00	0.00
									2,103.53	0.00
1	Nebraska Child Support Payment Center									
37276	3/26/2025	3/26/2025	851.09							Posted
	01-1503.00			CHILD SUPPORT-NE					851.09	0.00
Nebraska Forest Service										
37321	4/8/2025	4/8/2025	1,308.00	301105319						Posted
	06-3410.00			Fire shelters					308.00	0.00
	06-3410.00			Fire shelters					1,000.00	0.00
									1,308.00	0.00
Paper Tiger Shredding										
37322	4/8/2025	4/8/2025	45.00	215374						Posted
	01-3222.00			Paper shredding					45.00	0.00
Quill Corporation										
37323	4/8/2025	4/8/2025	110.97	43449922						Posted
	04-3223.00			Copy paper					110.97	0.00
Ambulance	RT Ace, LLC									
37326	4/8/2025	4/8/2025	38.97	ACCT 1229						Posted
	05-3223.00			Storage totes					38.97	0.00
37327	4/8/2025	4/8/2025	63.98	ACCT 799						Posted
	06-3225.00			Supplies - anit-gel					25.99	0.00
	06-3310.00			Supplies - spray nozzle					37.99	0.00
									63.98	0.00
37325	4/8/2025	4/8/2025	32.98	ACCT 1293						Posted
	01-3223.00			Supplies					15.99	0.00
	02-3223.00			Supplies - batteries					16.99	0.00
									32.98	0.00
37328	4/8/2025	4/8/2025	210.31							Posted
	08-3310.00			Shop Supplies - Feb Stmt					210.31	0.00
37329	4/8/2025	4/8/2025	420.47							Posted
	08-3345.00			Paint, hardware, supplies - Mar Stmt					420.47	0.00
37331	4/8/2025	4/8/2025	140.91							Posted
	09-3339.00			Grounds maintenance/repairs - Mar stmt					140.91	0.00
37332	4/8/2025	4/8/2025	275.48							Posted
	09-3339.00			Grounds maintenance/repairs - Feb stmt					275.48	0.00

Accounts Payable Detail Listing

City of Broken Bow

<u>Vend#</u>	<u>Vendor Name</u>	<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>
	<u>Account#</u>			<u>Work Order</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>
	S&L Sanitary Service (continued)									
37341	4/8/2025	4/8/2025			58.30					Posted
	09-3219.00					trash around the square			58.30	0.00
	Sara J. Hulinsky									
37333	4/8/2025	4/8/2025			837.00					Posted
	07-3419.01					cleaning service			837.00	0.00
	Schaper and White Law Firm									
37334	4/8/2025	4/8/2025			3,000.00	2297				Posted
	01-3214.00					Legal fees			3,000.00	0.00
	State Income Tax WH NE Online Payment									
37280	3/26/2025	3/26/2025			4,395.87					Posted
	01-1500.00					STATE MARRIED			2,870.96	0.00
	01-1500.00					STATE SINGLE			1,524.91	0.00
									4,395.87	0.00
	Statewide Collection LLC									
37283	3/26/2025	3/26/2025			106.10					Posted
	01-1504.00					Wage Garnishment-Plaintiff			106.10	0.00
	Steve Scott									
37324	4/8/2025	4/8/2025			66.20					Posted
	04-3223.00					Reimbursement - postage and supplies			66.20	0.00
	TX Child Support SDU									
37282	3/26/2025	3/26/2025			401.00					Posted
	01-1503.00					CHILD SUPPORT-TX			401.00	0.00
	The Radar Shop									
37335	4/8/2025	4/8/2025			384.00	26133				Posted
	04-3310.00					Radar recertification in patrol units - six rac			384.00	0.00
	Time Management Systems Inc.									
37336	4/8/2025	4/8/2025			112.34	332317				Posted
	02-3419.01					Time clock - monthly service			112.34	0.00
	Tracker Systems									
37337	4/8/2025	4/8/2025			16.99	281140				Posted
	03-3438.00					Tracking system			16.99	0.00
	Verizon Wireless									
37338	4/8/2025	4/8/2025			320.08	Police				Posted
	04-3221.00					Police Internet for Ipads			320.08	0.00
	WESCO Distribution									
37339	4/8/2025	4/8/2025			35,550.00	536329				Posted
	12-4200.00					Eagle Crest light pole & arm			35,550.00	0.00
					191,517.59	74 Non-voided payables listed.				

Report Setup

AP - Accounts Payable Listing : Vendor Name

Filter Options

Starting: 3/26/2025

Ending: 4/8/2025

Banks: All

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

All Vendors Selected

Biweekly Payroll 3/26/25 \$87,746.56

Check Approval List - GL Account

4/4/2025 10:09:11 AM

City of Broken Bow

Page 1 of 3

<u>Vendor Name</u>	<u>Invoice</u>	<u>Invoice Description</u>	<u>Account Description</u>	<u>Amount</u>
General				
Aflac		PRE TAX AFLAC	Health/Life/Acc Insuranc	436.46
Aflac		AFLAC POST TAX	Health/Life/Acc Insuranc	119.50
Aflac		March Insurance - Dave	Health/Life/Acc Insuranc	108.18
Broken Bow Airport Authority		Aiport Interlocal Agreement - April	Airport Payment	1,083.33
Broken Bow Municipal Utilities		Utilities	Weather Station Expens	26.89
Card Services 0609		Supplies, city promotions, fuel and mainten	Training & Meeting Expe	27.00
Card Services 0609		Supplies, city promotions, fuel and mainten	City Promotions	41.97
Card Services 0609		Supplies, city promotions, fuel and mainten	Miscellaneous Expense	91.75
Card Services 0609		Supplies, city promotions, fuel and mainten	Supplies & Postage	107.72
Card Services 0609		Supplies, city promotions, fuel and mainten	Bank Fees	39.42
Card Services 0609		Supplies, city promotions, fuel and mainten	Admin Vehicle	300.57
City Flex Benefit Plan		SELECT FLEX-UNREIMBURSED M/D/V	Health/Life/Acc Insuranc	455.00
City of Broken Bow - Health Insurance		HEALTH INS	Health/Life/Acc Insuranc	4,377.59
City of Broken Bow - Health Insurance		March health insurance reimbursement	Health Insurance	3,504.34
City of Broken Bow Pension Fund		414H RETIREMENT	Pension	12,310.68
City of Broken Bow Pension Fund		457 RETIREMENT	Pension	1,820.62
City of Broken Bow Pension Fund		RETIREMENT LOAN PAYMENT	Loan Payment	2,795.09
Colonial Insurance		COLONIAL LIFE PRE TAX	Health/Life/Acc Insuranc	520.88
Colonial Insurance		COLONIAL LIFE POST TAX	Health/Life/Acc Insuranc	282.99
Colonial Insurance		March insurance - Dave and City paid life	Health/Life/Acc Insuranc	71.74
Colonial Insurance		March insurance - Dave and City paid life	Health/Life/Acc Insuranc	514.20
Custer County Treasurer	APR2025	Interlocal Communications Agreement - Apr	Radio Communications	19,386.68
EFTPS Online Payment		MEDICARE	Payroll Taxes	3,607.06
EFTPS Online Payment		FEDERAL	Payroll Taxes	5,443.99
EFTPS Online Payment		FEDERAL	Payroll Taxes	3,443.56
EFTPS Online Payment		FEDERAL	Payroll Taxes	468.20
EFTPS Online Payment		FEDERAL	Payroll Taxes	291.27
EFTPS Online Payment		FEDERAL	Payroll Taxes	544.86
EFTPS Online Payment		FICA	Payroll Taxes	15,423.26
EZ IT Solutions	7851	ID Cards for Jennifer/LeeAnn	IT Expense	5.00
EZ IT Solutions	7868	IT Services - Monthly services	IT Expense	490.00
Eakes Office Products	ACCT 309	Office supplies	Supplies & Postage	125.49
Eakes Office Products	ACCT 309	Office supplies	Supplies & Postage	49.20
Family Heritage		FAMILY HERITAGE	Health/Life/Acc Insuranc	25.50
Hometown Leasing	12799978	Copier lease - Dave	Copier Maint/Expense	291.12
Jennifer Waterhouse		Reimbursement - mileage clerk school	Training & Meeting Expe	323.40
Melham Wellness Center		Membership for Jared Wiebel	Employee Expenses	112.00
Nebraska Child Support Payment Center		CHILD SUPPORT-NE	Child Support	851.09
Paper Tiger Shredding	215374	Paper shredding	Miscellaneous Expense	45.00
RT Ace, LLC	ACCT 129	Supplies	Supplies & Postage	15.99
Schaper and White Law Firm	2297	Legal fees	Legal Fees	3,000.00
State Income Tax WH NE Online Paymer		STATE	Payroll Taxes	2,870.96
State Income Tax WH NE Online Paymer		STATE	Payroll Taxes	1,524.91
Statewide Collection LLC		Wage Garnishment-Plaintiff	Wage Garnishment	106.10
TX Child Support SDU		CHILD SUPPORT-TX	Child Support	401.00
			Total General	\$87,881.56
Municipal Building				
Broken Bow Municipal Utilities		Utilities	Utilities	485.68
Broken Bow Municipal Utilities		Utilities	Utilities	293.60
Card Services 0583		Clerk school expenses, postage	Training & Meeting Expe	591.04
Card Services 0583		Clerk school expenses, postage	Supplies & Postage	8.55
Card Services 0609		Supplies, city promotions, fuel and mainten	Supplies & Postage	39.63
Card Services 0609		Supplies, city promotions, fuel and mainten	Building Improvements	177.47
Great Plains Communications	DTRR195	Downtown RR - Internet	IT Expense	84.95
Kirkpatrick Cleaning Solutions	13766	Janitorial services - April	Contracted Services	3,470.00
RT Ace, LLC	ACCT 129	Supplies	Supplies & Postage	16.99
Time Management Systems Inc.	332317	Time clock - monthly service	Contracted Services	112.34
			Total Municipal Building	\$5,280.25
Handi Bus				
Tracker Systems	281140	Tracking system	IT Expense	16.99
			Total Handi Bus	\$16.99
Police				

Check Approval List - GL Account

4/4/2025 10:09:11 AM

City of Broken Bow

Page 2 of 3

<u>Vendor Name</u>	<u>Invoice</u>	<u>Invoice Description</u>	<u>Account Description</u>	<u>Amount</u>
Police				
Broken Bow Municipal Utilities		Utilities	Utilities	388.78
Broken Bow Municipal Utilities		Utilities	Dog Care	185.70
Capital One		Conference meals, training refund, glock tra	Training & Meeting Expe	66.04
Capital One		Conference meals, training refund, glock tra	Training & Meeting Expe	(500.00)
Capital One		Conference meals, training refund, glock tra	Training & Meeting Expe	300.00
Capital One		Conference meals, training refund, glock tra	Uniforms	612.98
Capital One		Conference meals, training refund, glock tra	Radios	19.00
Century Link		Phone - basic & long distance	Telephone/Internet	369.08
City of Broken Bow - Health Insurance		March health insurance reimbursement	Health Insurance	13,166.48
EZ IT Solutions	7868	IT Services - Monthly services	IT Expense	490.00
Quill Corporation	43449922	Copy paper	Supplies & Postage	110.97
Steve Scott		Reimbursement - postage and supplies	Supplies & Postage	66.20
The Radar Shop	26133	Radar recertification in patrol units	Maint/Repair Equipment	384.00
Verizon Wireless	Police	telephone	Telephone/Internet	320.08
Total Police				\$15,979.31
Rescue Unit				
Bound Tree Medical	ACCT 112	EMS Supplies	Ambulance Supplies	636.49
Broken Bow Ambulance Service		Transport snacks	Transport Expense	17.98
Broken Bow Chamber of Commerce		Ambulance incentive and transport stipen	Ambulance Driver Incent	5,670.00
Broken Bow Chamber of Commerce		Ambulance incentive and transport stipen	Transport Stipen	1,300.00
Broken Bow Rural Fire Board	103, 104	Reimbursement for Feb/March utilites and n	Utilities	915.76
Broken Bow Rural Fire Board	103, 104	Reimbursement for Feb/March utilites and n	Telephone/Internet	94.90
City of Broken Bow - Health Insurance		March health insurance reimbursement	Health Insurance	2,851.20
E-470 Public Highway Authority	21012588	Driving tolls for EMS/Fire Training	Training	20.15
EZ IT Solutions	7848	ID Cards - EMS	IT Expense	20.00
EZ IT Solutions	7868	IT Services - Monthly services	IT Expense	245.00
Island Supply Welding Co.	339698, 3	Oxygen	Ambulance Supplies	123.60
RT Ace, LLC	ACCT 122	Storage totes	Supplies & Postage	38.97
Total Rescue Unit				\$11,934.05
Fire				
Broken Bow Rural Fire Board	103, 104	Reimbursement for Feb/March utilites and n	Utilities	915.76
Broken Bow Rural Fire Board	103, 104	Reimbursement for Feb/March utilites and n	Telephone/Internet	94.90
Broken Bow Rural Fire Board	103, 104	Reimbursement for Feb/March utilites and n	Maintenance & Repair B	1,147.88
Broken Bow Rural Fire Board	103, 104	Reimbursement for Feb/March utilites and n	Equipment Purchases	700.00
Carquest of Broken Bow	ACCT 114		Maint/Repair Equipment	59.02
Carquest of Broken Bow	ACCT 114		Maint/Repair Equipment	(38.74)
City of Broken Bow - Health Insurance		March health insurance reimbursement	Health Insurance	950.40
Danko Emergency Equipment Co	140596	Repairs on 2004 Freightliner	Maint/Repair Equipment	154.47
E-470 Public Highway Authority	21012588	Driving tolls for EMS/Fire Training	Training	20.15
EZ IT Solutions	7868	IT Services - Monthly services	IT Expense	245.00
Nebraska Forest Service	30110531	Fire shelters	Equipment Purchases	308.00
Nebraska Forest Service	30110531	Fire shelters	Equipment Purchases	1,000.00
RT Ace, LLC	ACCT 799	Supplies	Gas and Oil	25.99
RT Ace, LLC	ACCT 799	Supplies	Maint/Repair Equipment	37.99
Total Fire				\$5,620.82
Library				
Broken Bow Municipal Utilities		Utilities	Utilities	1,633.52
City of Broken Bow - Health Insurance		March health insurance reimbursement	Health Insurance	1,831.24
EZ IT Solutions	7868	IT Services - Monthly services	IT Expense	490.00
Great Plains Communications	LIB11989	Library - Internet	Telephone/Internet	154.84
Hometown Leasing	12799687	Copier lease - Library	Copier Maint/Expense	73.57
Sara J. Hulinsky		cleaning service	Contracted Services	837.00
Total Library				\$5,020.17
Street				
Anderson Auto Tech	25166	Additive	Gas and Oil	132.58
Broken Bow Municipal Utilities		Utilities	Utilities	2,376.18
Broken Bow Municipal Utilities		Utilities	Utilities	25.48
Card Services 4834		Maintenance of equipment	Maint/Repair Equipment	735.88
Carquest of Broken Bow	ACCT 117		Maint/Repair Equipment	48.88
Century Link		Phone - Basic & long distance	Telephone/Internet	51.21
City of Broken Bow - Health Insurance		March health insurance reimbursement	Health Insurance	7,075.83
EZ IT Solutions	7868	IT Services - Monthly services	IT Expense	490.00
Great Plains Communications	SP10249	Streets/Parks - Internet	Telephone/Internet	75.00
RT Ace, LLC		Shop Supplies	Maint/Repair Equipment	210.31
RT Ace, LLC		Paint, hardware, supplies	Road Materials	420.47

Check Approval List - GL Account

4/4/2025 10:09:11 AM

City of Broken Bow

Page 3 of 3

<u>Vendor Name</u>	<u>Invoice</u>	<u>Invoice Description</u>	<u>Account Description</u>	<u>Amount</u>
Street				
			Total Street	\$11,641.82
Park				
Anderson Auto Tech	25166	Additive	Gas and Oil	132.58
Broken Bow Municipal Utilities		Utilities	Utilities	1,188.08
Broken Bow Municipal Utilities		Utilities	Utilities	1,102.89
Card Services 4834		Maintenance of equipment	Maint/Repair Equipment	735.89
Century Link		Phone - Basic & long distance	Telephone/Internet	51.20
City of Broken Bow - Health Insurance		March health insurance reimbursement	Health Insurance	4,259.41
EZ IT Solutions	7868	IT Services - Monthly services	IT Expense	490.00
Great Plains Communications	SP102490	Streets/Parks - Internet	Telephone/Internet	75.00
Kirkpatrick Cleaning Solutions	13758	Supplies for park bathrooms	Maintenance/Repair Gro	1,600.60
Mid American Research Chemical	0843810-I	Cleaning supplies - park and pool bathroom	Maintenance/Repair Gro	1,103.53
RT Ace, LLC		Grounds maintenance/repairs	Maintenance/Repair Gro	140.91
RT Ace, LLC		Grounds maintenance/repairs	Maintenance/Repair Gro	275.48
S&L Sanitary Service		Trash around the square	Trash Removal	58.30
			Total Park	\$11,213.87
Swimming Pool				
Broken Bow Municipal Utilities		Utilities	Utilities	110.26
Century Link		Phone - basic & credit card	Telephone/Internet	138.82
Mid American Research Chemical	0843810-I	Cleaning supplies - park and pool bathroom	Maintenance/Repair Gro	1,000.00
			Total Swimming Pool	\$1,249.08
Sanitation				
Broken Bow Municipal Utilities		Utilities	Utilities	57.64
Custer Public Power	ACCT 252	CD Cell Power	Utilities	72.03
			Total Sanitation	\$129.67
ST Infra/Capital				
WESCO Distribution	536329	Eagle Crest light pole & arm	Sales Tax Infra Projects	35,550.00
			Total ST Infra/Capital	\$35,550.00
				<u>\$191,517.59</u>

Report Selection: Check Approval List - GL Account

Date Range Selection: GL Posting Date

Starting Date: 3/26/2025

Ending Date: 4/8/2025

Banks: All

Bank Acct#:

Include Printed Checks: ☒

Biweekly Payroll 3/26/25 \$87,746.56

Return to Agenda

CHANGE ORDER NO.: 3

Owner: City of Broken Bow Owner's Project No.:
 Engineer: JEO Consulting Group, Inc. Engineer's Project No.: 222058.00
 Contractor: Myers Construction, Inc. Contractor's Project No.:
 Project: Hwy 2 Sanitary Sewer Extension 15th to Webster
 Contract Name: Hwy 2 Sanitary Sewer Extension 15th to Webster
 Date Issued: 3/24/2025 Effective Date of Change Order: 3/24/2025

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

Description:

Deleting the Remove and Replace FH Bid Item and Substantial Completion Extended to April 15th

Attachments:

Change in Contract Price		Change in Contract Times	
Original Contract Price:		Original Contract Times:	
\$ 153,097.19		Substantial Completion:	December 1, 2024
		Ready for final payment:	December 1, 2024
Net change from previously approved Change Orders No. 0 to No. 2:		Net change from previously approved Change Orders 0 to No. 2:	
\$ 9,280.00		Substantial Completion:	March 1, 2025
		Ready for final payment:	March 1, 2025
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 162,377.19		Substantial Completion:	March 1, 2025
		Ready for final payment:	March 1, 2025
Net change for this Change Order:		Net change for this Change Order:	
\$ (2,815.29)		Substantial Completion:	April 15, 2025
		Ready for final payment:	April 15, 2025
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 159,561.90		Substantial Completion:	April 15, 2025
		Ready for final payment:	April 15, 2025

Recommended by Engineer (if required)

Authorized by Owner

By: Michael E. Schutte
 Title: Project Manager
 Date: 04/01/2025

Accepted by Contractor

By: Christopher Meyer
 Title: Vice President
 Date: 3-25-2025

Approved by Funding Agency (if applicable)

N/A

Change Order Estimate - Unit Price Work

JEO Project Name: Hwy 2 Sanitary Sewer Extension 15th to Webster		JEO Project Number: 222058.00			
Owner:	City of Broken Bow	Change Order Number: 3			
Contractor:	Myers Construction, Inc.	Effective Date: March 24, 2025			
Item		Change Order Information			
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)
9	Disconnect and Reconnect Existing FH and Additional Water Main	-1	LS	\$2,815.29	(\$2,815.29)
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
				Total:	(\$2,815.29)

RESOLUTION 2025-02

RESOLUTION AUTHORIZING PAYMENT #1 – TO MYERS CONSTRUCTION INC., FOR WORK PERFORMED AND COMPLETED AT THE HIGHWAY 2 SANITARY SEWER EXTENSION 15TH TO WEBSTER PROJECT #222058

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. 1,
payment for work performed and completed at the Highway 2 Sanitary Sewer
Extension 15th to Webster Project #222058 through March 25, 2025; and

WHEREAS, Myers Construction, Inc. is entitled to a payment of \$159,561.90 for
the Highway 2 Sanitary Sewer Extension 15th to Webster Project.

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. \$159,561.90.

PASSED AND APPROVED this 8th day of April 2025.

Rodney W. Sonnichsen, Mayor

ATTEST:

Jennifer A. Waterhouse, City Clerk

Contractor's Application for Payment

Owner:	City of Broken Bow	Owner's Project No.:	
Engineer:	JEO Consulting Group, Inc.	Engineer's Project No.:	222058.00
Contractor:	Myers Construction, Inc.	Contractor's Project No.:	
Project:	Hwy 2 Sanitary Sewer Extension 15th to Webster		
Contract:	Hwy 2 Sanitary Sewer Extension 15th to Webster		
Application No.:	1	Application Date:	3/25/2025
Application Period:	From 3/1/2025	to	4/15/2025

1. Original Contract Price	\$	153,097.19
2. Net change by Change Orders	\$	6,464.71
3. Current Contract Price (Line 1 + Line 2)	\$	159,561.90
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	159,561.90
5. Retainage		
a. 0% X \$ 159,561.90 Work Completed =	\$	-
b. 0% X \$ - Stored Materials =	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	-
6. Amount eligible to date (Line 4 - Line 5.c)	\$	159,561.90
7. Less previous payments (Line 6 from prior application)		
8. Amount due this application	\$	159,561.90
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	-

Contractor's Certification

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

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

Contractor:	Myers Construction, Inc.		
Signature:	Christopher Myers	Date:	3-25-2025
Recommended by Engineer	Approved by Owner		
By:	Michael E. Schulte	By:	
Title:	Project Manager	Title:	
Date:	04/01/2025	Date:	
Approved by Funding Agency	Accepted by Contractor		
By:	N/A	By:	Christopher Myers
Title:		Title:	Vice President
Date:		Date:	3-25-2025

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Broken Bow					Owner's Project No.:					
Engineer:	JEO Consulting Group, Inc.					Engineer's Project No.:	222058.00				
Contractor:	Myers Construction, Inc.					Contractor's Project No.:					
Project:	Hwy 2 Sanitary Sewer Extension 15th to Webster										
Contract:	Hwy 2 Sanitary Sewer Extension 15th to Webster										

Application No.:	1	Application Period:	From	03/01/25	to	04/15/25	Application Date:	03/25/25			
------------------	---	---------------------	------	----------	----	----------	-------------------	----------	--	--	--

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information		Work Completed		Materials Currently Stored (not in G)	Work Completed and Materials Stored to Date (H + I)	% of Value of Item (J / F)	Balance to Finish (F - J)		
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E)					Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G)
Original Contract											
1	Mobilization	1.00	LS	5,000.00	5,000.00	1.00	5,000.00		5,000.00	100%	-
2	Bonding and Insurance	1.00	LS	12,720.00	12,720.00	1.00	12,720.00		12,720.00	100%	-
3	8" PVC Sanitary Sewer Main, SDR 26	804.00	LF	115.50	92,862.00	804.00	92,862.00		92,862.00	100%	-
4	48" Dia. Concrete Manhole	14.40	VF	1,341.66	19,319.90	14.40	19,319.90		19,319.90	100%	-
5	Connect to Existing Manhole	1.00	EA	3,500.00	3,500.00	1.00	3,500.00		3,500.00	100%	-
6	Remove and Replace Gravel Aggregate	120.00	TONS	64.00	7,680.00	120.00	7,680.00		7,680.00	100%	-
7	1" Pipe Insulation	100.00	LF	20.00	2,000.00	100.00	2,000.00		2,000.00	100%	-
8	2" Pipe Insulation	100.00	LF	40.00	4,000.00	100.00	4,000.00		4,000.00	100%	-
9	Disconnect and Reconnect Existing FH and Additional Water	1.00	LS	2,815.29	2,815.29	-	-		-	0%	2,815.29
10	Seeding	1.00	LS	3,200.00	3,200.00	1.00	3,200.00		3,200.00	100%	-
Original Contract Totals					\$ 153,097.19		\$ 150,281.90	\$ -	\$ 150,281.90	98%	\$ 2,815.29

Contractor's Application for Payment

Owner's Project No.:	
Engineer's Project No.:	222058.00
Contractor's Project No.:	

[illegible]

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Broken Bow Owner's Project No.:
Engineer: JEO Consulting Group, Inc. Engineer's Project No.: 222058.00
Contractor: Myers Construction Inc. Contractor's Project No.:
Project: Hwy 2 Sanitary Sewer Extension 15th to Webster
Contract Name: Hwy 2 Sanitary Sewer Extension 15th to Webster

This ☐ Preliminary ☒ Final Certificate of Substantial Completion applies to:

☒ All Work ☐ The following specified portions of the Work:

Date of Substantial Completion: **April 15th, 2025**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities: ☒ None ☐ As follows:

Amendments to Contractor's Responsibilities: ☒ None ☐ As follows:

The following documents are attached to and made a part of this Certificate:

None

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

EXECUTED BY ENGINEER:		RECEIVED:		RECEIVED:	
By: <u>Michael E. Schutte</u>	By: _____	By: <u>Christopher Myers</u>	By: _____	By: _____	By: _____
(Authorized signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)			
Title: <u>Project Manager</u>	Title: _____	Title: <u>Vice President</u>	Title: _____	Title: _____	Title: _____
Date: <u>04/01/2025</u>	Date: _____	Date: <u>3-25-2025</u>	Date: _____	Date: _____	Date: _____

RESOLUTION 2025-03

A RESOLUTION APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO MAKE ANY CHANGES NECESSARY TO CERTIFICATES OF DEPOSIT OR ANY SIMILAR INTEREST BEARING ACCOUNTS FOR THE PURPOSES OF ACHIEVING THE BEST FINANCIAL OPPORTUNITIES CURRENTLY AVAILABLE.

WHEREAS, the City of Broken Bow desires to achieve the maximum benefit to the taxpayer and to provide overall good stewardship of the taxpayers money; and,

WHEREAS, there are accounts approaching renewal that will yield a lower interest rate to the City of Broken Bow upon “rollover” than what might be available through Council action; and,

WHEREAS, authorizing the City Administrator to make such changes would administratively expedite this process, securing the maximum potential for the City of Broken Bow’s financial position.

NOW THEREFORE, BE IT RESOLVED, that the City of Broken Bow, Nebraska approves and authorizes the City Administrator, David Schmidt, to make any changes necessary to certificate of deposit or any similar interest bearing accounts for the purposes of achieving the best financial opportunities currently available. Said authorization is limited to David Schmidt during his employment with the City of Broken Bow and does not extend to any future City Administrator without additional City Council action.

PASSED AND APPROVED this ____ day of _____, 2025.

Rodney W. Sonnichsen, Mayor

ATTEST:

Jennifer A. Waterhouse, City Clerk



215 S. Seth Child Road
Manhattan, KS 66502
Phone: 888.777.7850
Fax: 888.777.7875
www.clpusa.net

March 27, 2025

David Baltz
City of Broken Bow
PO BOX 504
Broken Bow, NE 68822

RE: Financing for One (1) LUCAS Chest Compression System, One (1) Ventilator System, Five (5) Wireless Radios and related equipment

Dear David,

Thank you for the opportunity to work with City of Broken Bow on your financing project!

This package includes the documentation with instructions to complete financing of the equipment.

Community First National Bank is listed as Lessor to this Agreement. Community Leasing Partners is a division of Community First National Bank and is the exclusive marketing, origination and placement agent for the bank.

Please return all documents with original signatures by 4/11/2025 to avoid any potential change in the payments or interest rate.

This Agreement requires three different signers from the City of Broken Bow and an attorney's signature.

Signer 1 - Rod Sonnichsen, Mayor
Signer 2 - David Schmidt, City Administrator
Signer 3 - Jennifer Waterhouse, City Clerk

Upon receipt of all listed documents; delivery of the equipment and your approval of the equipment invoice; we will remit payment to the vendor. This transaction is subject to acceptance of the documentation and final review and approval by the Lessor.

If you have any questions regarding the documentation, please feel free to contact me at 888.777.7850.

Sincerely,

Cat

Cat Roberts
Documentation Associate

Documentation Instructions

◇ EQUIPMENT LEASE PURCHASE AGREEMENT

- ☐ Rod Sonnichsen - sign where indicated
- ☐ David Schmidt - sign as "Attested By"

◇ Exhibit A – EQUIPMENT DESCRIPTION

- ☐ Provide physical location where equipment will be stored after delivery

◇ Exhibit B –PAYMENT SCHEDULE

- ☐ Rod Sonnichsen - sign where indicated

◇ Exhibit C – CERTIFICATE OF INCUMBENCY & RESOLUTION

- ☐ Jennifer Waterhouse - Fill in the date, sign where indicated, provide organization's Federal tax ID number, and list Officers

◇ Exhibit D - OPINION OF COUNSEL

- ☐ Request your legal counsel sign, print his/her name, firm information, and date

◇ Exhibit E- INSURANCE COVERAGE REQUIRMENTS

- ☐ Provide Agent's contact information
- ☐ Rod Sonnichsen - sign where indicated

◇ Exhibit F- ACCEPTANCE CERTIFICATE

- ☐ Rod Sonnichsen - sign where indicated and date- at delivery of equipment

◇ INVOICE INSTRUCTIONS

- ☐ Mark appropriate insurance coverage box
- ☐ Complete contact information for payment billing invoices

◇ ESCROW AGREEMENT

- ☐ Rod Sonnichsen - sign where indicated

◇ Exhibit A- PAYMENT REQUEST FORM/ SIGNATURE CARD

- ☐ Rod Sonnichsen - sign where indicated

◇ TAX COMPLIANCE WITH NO ARBITRAGE

- ☐ Rod Sonnichsen - sign and date where indicated

◇ 8038 - IRS Form

- ☐ Verify employer identification number in Box 2, Complete Boxes 6 & 7
- ☐ Rod Sonnichsen - sign and date where indicated under "Signature and Consent"

◇ ADDITIONAL DOCUMENTATION NEEDED PRIOR TO VENDOR PAYMENT (at delivery):

- ☐ Certificate of Insurance from your insurance provider
- ☐ Copy of \$5,000.00 Down Payment Check made out to vendor

Conditions to Funding

If, for any reason: (i) the required documentation is not returned by 4/11/2025, or has unresolved issues relating thereto, or (ii) on, or prior to the return of the documentation, there is a change of circumstances which adversely affects the expectations, rights or security of the Lessor or its assignees; then Lessor or its assignees reserves the right to adjust the quoted interest rate or withdraw/void its offer to fund this transaction in its entirety.

This contract is being issued based upon review of credit and financial materials provided by lessee that resulted in a credit approval decision. CLP is committed to working with the lessee on this transaction throughout the entire process. Failure to complete the lease in its entirety may result in a \$500 documentation fee being charged. This fee is for credit analysis, drafting of the contract, overnight services and expenses incurred in processing this agreement.

EQUIPMENT LEASE PURCHASE AGREEMENT

LESSEE:

City of Broken Bow
314 South 10th Avenue - PO BOX 504
Broken Bow, NE 68822

LESSOR:

Community First National Bank
215 S. Seth Child Road
Manhattan, KS 66502

Lease Number: 65242E

Equipment: One (1) LUCAS Chest Compression System, One (1) Ventilator System, Five (5) Wireless Radios and related equipment

This Equipment Lease Purchase Agreement dated as of 3/21/2025 is between Lessor and Lessee as listed above. Lessor desires to finance the purchase of the Equipment described in Exhibit "A" to Lessee and Lessee desires to finance the purchase of the Equipment from Lessor subject to the terms and conditions of this Agreement which are set forth below.

I. Definitions:

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Equipment Lease Purchase Agreement and all Exhibits attached hereto. "Budget Year" means the Lessee's fiscal year. "Commencement Date" is the date when Lessee's obligation to pay rent begins. "Equipment" means all of the items of Equipment listed on Exhibit "A" and all replacements, restorations, modifications and improvements. "Lessee" means the entity listed above as Lessee and which is leasing the Equipment from Lessor under the provisions of this Agreement. "Lessor" means the entity originally listed above as Lessor or any of its assignees. "Lease Term" means the Original Term and all Renewal Terms. "Original Term" means the period from the Commencement Date until the end of the Budget Year of Lessee. "Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Lessee's Budget Year. "Rental Payments" means the payments Lessee is required to make under this Agreement as set forth on Exhibit "B". "State" means the state in which Lessee is located.

II. Lessee Warranties

Section 2.01. Lessee represents, warrants and covenants as follows for the benefit of Lessor or its assignees: (a) Lessee is an "issuer of tax exempt obligations" because Lessee is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code"). Lessee is authorized under the Constitution and laws of the State to enter into this Agreement, and has used such authority to properly execute and deliver this Agreement. Lessee has followed all proper procedures of its governing body in executing this Agreement. The Officer of Lessee executing this Agreement has the authority to execute and deliver this Agreement. This Agreement constitutes a legal, valid, binding and enforceable obligation of the Lessee in accordance with its terms. (b) Lessee shall use the Equipment only for essential, traditional government purposes. (c) Lessee has never non-appropriated funds under an Agreement similar to this Agreement. (d) Lessee presently intends to continue this Agreement for the Original Term and all Renewal Terms as set forth on Exhibit "B" hereto. The official of Lessee responsible for budget preparation will include in the budget request for each Budget Year the Rental Payments to become due in such Budget year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Rental Payments coming due therein. Lessee reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose. (e) Upon request by Lessor, Lessee will provide Lessor with current financial statements. (f) Lessee hereby warrants the General Fund of the Lessee is the primary source of funds or a backup source of funds from which the Rental Payments can be made.

III. Acquisition of Equipment, Rental Payments and the Purchase Option Price

Section 3.01. Acquisition. Lessee shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. Section 3.02. Rental Payments. Lessee shall pay Rental Payments exclusively to Lessor or its assignees in lawful, legally available money of the United States of America. The Rental Payments shall constitute a current expense of the Lessee and shall not constitute an indebtedness of the Lessee. The Rental Payments are due as set forth on Exhibit B. Lessor shall have the option to charge interest at the highest lawful rate on any Rental Payment received later than the due date for the number of days the Rental Payment(s) were late, plus any additional accrual on the outstanding balance for the number of days the Rental Payment(s) were late. Lessor shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Rental Payment that is past due. The Rental Payments will be payable without notice or demand. Section 3.03. Rental Payments Unconditional. Except as provided under Section 4.01, THE OBLIGATIONS OF LESSEE TO MAKE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE. Section 3.04. Purchase Option Price. Upon thirty (30) days written notice, Lessee shall have the option to pay, in addition to the Rental Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Lessee on the Rental Payment date and no partial prepayments are allowed. If Lessee chooses this option and pays the Purchase Option Price to Lessor then Lessor will transfer any and all of its rights, title and interest in the Equipment to Lessee. Section 3.05. Lease Term. The Lease Term of the Agreement shall be the Original Term and all Renewal Terms until all the Rental Payments are paid as set forth on Exhibit B except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Lessee has not non-appropriated as provided for in this Agreement then the Lease Term shall be extended into the next Renewal Term and the Lessee shall be obligated to make all the Rental Payments that come due during such Renewal Term. Section 3.06. Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. LESSOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY LESSEE.

IV. Non-Appropriation

Section 4.01. Non-Appropriation. If insufficient funds are available in Lessee's budget for the next Budget Year to make the Rental Payments for the next Renewal Term and the funds to make such Rental Payments are otherwise unavailable by any lawful means whatsoever, then Lessee shall have the option to non-appropriate the funds to pay the Rental Payments for the next Renewal Term. Lack of a sufficient appropriation shall be evidenced by the passage of an ordinance or resolution by the governing body of Lessee specifically prohibiting Lessee from performing its obligations under this Agreement and from using any moneys to pay the Rental Payments due under this Agreement for a designated Budget Year and all subsequent Budget Years. If Lessee chooses this option, then all obligations of the Lessee under this Agreement regarding Rental Payments for all remaining Renewal Terms shall be terminated at the end of the then current Original Term or Renewal Term without penalty or liability to the Lessee of any kind provided that if Lessee has not delivered possession of the Equipment to Lessor as provided herein and conveyed to Lessor or released its interest in the Equipment by the end of the last Budget Year for which Rental Payments were paid, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the amount of the Rental Payments thereafter coming due under Exhibit "B" which are attributable to the number of days after such Budget Year during which Lessee fails to take such actions and for any other loss suffered by Lessor as a result of Lessee's failure to take such actions as required. Lessee shall immediately notify the Lessor as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Lessee shall deliver the Equipment to Lessor as provided below in Section 9.04. Lessee shall be liable for all damage to the Equipment other than normal wear and tear. If Lessee fails to deliver the Equipment to Lessor, then Lessor may enter the premises where the Equipment is located and take possession of the Equipment and charge Lessee for costs incurred.

V. Insurance, Damage, Insufficiency of Proceeds

Section 5.01. Insurance. Lessee shall maintain both casualty insurance and liability insurance at its own expense with respect to the Equipment. Lessee shall be solely responsible for selecting the insurer(s) and for making all premium payments. Lessee shall provide Lessor with a certificate of insurance which lists the Lessor and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment. (a) Lessee shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount at least equal to the replacement cost of the Equipment. (b) The liability insurance shall insure Lessor from liability and property damage in any form and amount satisfactory to Lessor. (c) Lessee may self-insure against the casualty risks and liability risks described above. If Lessee chooses this option, Lessee must furnish Lessor with a certificate and/or other documents which evidence such coverage. (d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Lessor and its assignees are named additional insured and loss payee and that all losses are payable to Lessee and Lessor or its assignees as their interests may appear. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. **Section 5.02. Damage to or Destruction of Equipment.** Lessee assumes the risk of loss or damage to the Equipment. At the option of Lessor, Lessee shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof. **Section 5.03. Insufficiency of Net Proceeds.** If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Lessee shall, at the option of Lessor, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Lessor. **Section 5.04. Lessee Negligence.** Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property. Lessee hereby assumes responsibility for and agrees to reimburse Lessor for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) incurred by or asserted against Lessor that relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Lessee, its officers, employees and agents, to the maximum extent permitted by law.

VI. Title and Security Interest

Section 6.01. Title. Title to the Equipment shall vest in Lessee when Lessee acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Lessor in the event Lessee non-appropriates under Section 4.01 or in the event Lessee defaults under Section 9.01. In either of such events, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title to the Equipment to Lessor. **Section 6.02. Security Interest.** To secure the payment of all Lessee's obligations under this Agreement, Lessee hereby grants to Lessor a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit "A". The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Lessee authorizes Lessor to prepare and record any Financing Statement required under the Uniform Commercial Code to perfect the Security Interest created hereunder.

VII. Assignment

Section 7.01. Assignment by Lessor. All of Lessor's rights, title and/or interest in and to this Agreement may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Lessor at any time without the consent of Lessee. No such assignment shall be effective as against Lessee until the assignor shall have filed with Lessee written notice of assignment identifying the assignee. Lessee shall pay all Rental Payments due hereunder relating to such Equipment to or at the direction of Lessor or the assignee named in the notice of assignment.

VIII. Maintenance of Equipment

Section 8.01. Lessee shall keep the Equipment in good repair and working order. Lessee shall also maintain the Equipment during the lease term in accordance with all manufacturers' and warranty specifications. Lessor shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Lessee will be liable for all damage to the Equipment, other than normal wear and tear, caused by Lessee, its employees or its agents. Lessee shall pay for and obtain all permits, licenses and taxes necessary for the installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicle(s), then Lessee is responsible for obtaining such title(s) from the State and also for ensuring Lessor is listed as first lienholder on all of the title(s). Lessee shall not during the term of this Agreement create, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment except those created by this Agreement. Lessee agrees Lessor or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Lessee which Lessor deems necessary or appropriate to protect Lessor's interest in the Equipment and in this Agreement. The Equipment is and shall at all times be and remain personal property. Lessee shall allow Lessor to examine and inspect the Equipment at all reasonable times.

IX. Default

Section 9.01. Events of Default defined. The following events shall constitute an "Event of Default" under this Agreement: (a) Failure by Lessee to pay any Rental Payment listed on Exhibit "B" for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit "B". (b) Failure to pay any other payment required to be paid under this Agreement at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Lessor that such payment must be made. If Lessee continues to fail to pay any payment after such period, then Lessor may, but will not be obligated to, make such payments and charge Lessee for all costs incurred plus interest at the highest lawful rate. (c) Failure by Lessee to observe and perform any warranty, covenant, condition, promise or duty under this Agreement for a period of thirty (30) days after written notice specifying such failure is given to Lessee by Lessor, unless Lessor agrees in writing to an extension of time. Lessor will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Lessee. Subsection (c) does not apply to Rental Payments and other payments discussed above. (d) Any statement, material omission, representation or warranty made by Lessee in or pursuant to this Agreement which proves to be false, incorrect or misleading on the date when made regardless of Lessee's intent and which materially adversely affects the rights or security of Lessor under this Agreement. (e) Any provision of this Agreement which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Lessor. (f) Lessee admits in writing its inability to pay its obligations. Lessee defaults on one or more of its other obligations. Lessee applies or consents to the appointment of a receiver to manage its affairs or makes a general assignment for the benefit of creditors. **Section 9.02. Remedies on Default.** Whenever any Event of Default exists, Lessor shall have the right to take one or any combination of the following remedial steps: (a) With or without terminating this Agreement, Lessor may declare all Rental Payments and other amounts payable by Lessee hereunder to the end of the then current Budget Year to be immediately due and payable. (b) With or without terminating this Agreement, Lessor may require Lessee at Lessee's expense to redeliver any or all of the Equipment to Lessor as provided below in Section 9.04. Such delivery shall take place within fifteen (15) days after the event of default occurs. If Lessee fails to deliver the Equipment, Lessor may enter the premises where the Equipment is located and take possession of the Equipment and charge Lessee for cost incurred. Notwithstanding that Lessor has taken possession of the Equipment, Lessee shall still be obligated to pay the remaining Rental Payments due up until the end of the then current Original Term or Renewal Term. Lessee will be liable for any damage to the Equipment caused by Lessee or its employees or agents. (c) Lessor may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Lessee shall be responsible to Lessor for all costs incurred by Lessor in the enforcement of its rights under this Agreement including, but not limited to, reasonable attorney fees. **Section 9.03. No Remedy Exclusive.** No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof. **Section 9.04 Return of Equipment and Storage.** (a) Surrender: The Lessee shall, at its own expense, surrender the Equipment to the Lessor in the event of a default or a non-appropriation by delivering the Equipment to the Lessor to a location accessible by common carrier and designated by Lessor. In the case that any of the Equipment consists of software, Lessee shall destroy all intangible items constituting such software and shall deliver to Lessor all tangible items constituting such software.

At Lessor's request, Lessee shall also certify in a form acceptable to Lessor that Lessee has complied with the above software return provisions and they will immediately cease using the software and they shall permit Lessor and/or the vendor of the software to inspect Lessee's locations to verify compliance with the terms hereto. (b) Delivery: The Equipment shall be delivered to the location designated by the Lessor by a common carrier unless the Lessor agrees in writing that a common carrier is not needed. When the Equipment is delivered into the custody of a common carrier, the Lessee shall arrange for the shipping of the item and its insurance in transit in accordance with the Lessor's instructions and at the Lessee's sole expense. Lessee, at its expense, shall completely sever and disconnect the Equipment or its component parts from the Lessee's property all without liability to the Lessor. Lessee shall pack or crate the Equipment and all of the component parts of the Equipment carefully and in accordance with any recommendations of the manufacturer. The Lessee shall deliver to the Lessor the plans, specifications operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and such other documents in the Lessee's possession relating to the maintenance and methods of operation of such Equipment. (c) Condition: Except as otherwise agreed by the parties, when the Equipment is surrendered to the Lessor it shall be in the condition and repair required to be maintained under this Agreement. It will also meet all legal regulatory conditions necessary for the Lessor to sell or lease it to a third party and be free of all liens. Except as otherwise agreed by the parties, if Lessor reasonably determines the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Lessor may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Lessee shall promptly reimburse Lessor for all amounts reasonably expended in connection with the foregoing. (d) Storage: Upon written request by the Lessor, the Lessee shall provide free storage for the Equipment or any item of the Equipment for a period not to exceed 60 days after the expiration of its lease term before returning it to the Lessor. The Lessee shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Lessor shall reimburse the Lessee on demand for the incremental premium cost of providing such insurance.

X. Miscellaneous

Section 10.01. Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing. Section 10.02. Binding Effect. Lessee acknowledges this Agreement is not binding upon the Lessor or its assignees unless all documentation requirements have been met to Lessor's satisfaction, and Lessor has executed the Agreement. Thereafter, this Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. Section 10.03. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. Section 10.04. Amendments, Addenda, Changes or Modifications. This Agreement may be amended, added to, changed or modified by written agreement duly executed by Lessor and Lessee. Section 10.05. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Section 10.06. Captions. The captions or headings in this Agreement do not define, limit or describe the scope or intent of any provisions or sections of this Agreement. Section 10.07. Entire Writing. This Agreement constitutes the entire writing between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties; express or implied, which are not specified herein regarding this Agreement or the Equipment leased hereunder. Any terms and conditions of any purchase order or other documents submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement. Section 10.08. Designation as Qualified Tax-Exempt Obligation. Pursuant to Section 265(b)(3)(B)(i) of the Internal Revenue Code of 1986 as amended (the "Code"), the Lessee hereby specifically designates the Agreement as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Lessee hereby represents the Lessee will not designate more than \$10,000,000 of obligations issued by the Lessee in the calendar year during which the Agreement is executed and delivered as such "qualified tax-exempt obligations". In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Lessee hereby represents the Lessee (including all subordinate entities of the Lessee within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Agreement is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000. Section 10.09. Nebraska Statute 48-1122. Lessor and all subcontractors, if any, shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin. Section 10.10. Nebraska Statute 4-114. Lessor shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If Lessor employs or contracts with any subcontractor in connection with this Agreement, Lessor shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

Resolution and Authorization. By signing and attesting directly below, Lessee hereby warrants and certifies the Governing Body of the Lessee at either a special or regular meeting or through some other approved method of authorization has determined this Agreement is in the best interests of the Lessee and the Governing Body did at such meeting or through some other approval method approve the entering into of the Agreement by the Lessee and specifically designated and authorized the individual(s) who have signed directly below to execute this Agreement on Lessee's behalf along with any related documents (including any escrow agreement) necessary to the consummation of the transaction contemplated by the Agreement.

LESSEE:
City of Broken Bow

LESSOR:
Community First National Bank

Authorized By: Rod Sonnichsen, Mayor

Terry Harts, SVP

Attested By: David Schmidt, City Administrator

EXHIBIT A EQUIPMENT DESCRIPTION

RE: Equipment Lease Purchase Agreement dated as of 3/21/2025 between Community First National Bank as Lessor and City of Broken Bow as Lessee.

Below is a detailed description of all Equipment including quantity, model number, serial number, and VIN number where applicable.

Equipment Description: One (1) LUCAS Chest Compression System, One (1) Ventilator System, Five (5) Wireless Radios and related equipment

Physical location where equipment will be stored after delivery:

EXHIBIT B PAYMENT SCHEDULE

Amount Financed: \$50,801.66

AMORTIZATION SCHEDULE

Payment Number	Payment Date	Payment Amount	Interest Portion	Principal Portion	Purchase Option Price
1	10/15/2025	\$12,046.15	\$2,052.88	\$9,993.27	Not Available
2	10/15/2026	\$12,046.15	\$2,854.13	\$9,192.02	\$32,560.32
3	10/15/2027	\$12,046.15	\$2,211.25	\$9,834.90	\$22,272.43
4	10/15/2028	\$12,046.15	\$1,523.39	\$10,522.76	\$11,428.99
5	10/15/2029	\$12,046.15	\$787.44	\$11,258.71	\$0.00
Grand Totals		\$60,230.75	\$9,429.09	\$50,801.66	

LESSEE:
City of Broken Bow

Rod Sonnichsen, Mayor

EXHIBIT C
CERTIFICATE OF INCUMBENCY & RESOLUTION

I, acting as City Clerk on behalf of the Lessee, a political subdivision or agency duly organized and existing under the laws of the State of Nebraska and herein obligated, do hereby certify to Community First National Bank the person(s) signing this Lease, and all documents pertaining thereto, is (are) duly elected, appointed, qualified and incumbent officers or representatives of such entity. I further certify (a) the signature(s) is (are) true and authentic and; (b) such officer(s) has (have) the authority on behalf of such entity and by resolution of its governing body to enter into this Equipment Lease Purchase Agreement.

IN WITNESS WHEREOF, I have duly executed this certificate on said date _____.

Jennifer Waterhouse, City Clerk

Federal Tax ID #

<u>Officer Title</u>	<u>Officer Name</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Print the Officer Title and Name of the individuals of the governing body

EXHIBIT D

OPINION OF COUNSEL

As Counsel for City of Broken Bow, it is my opinion:

- a.) Lessee's true and legal name is City of Broken Bow.
- b.) Lessee is a political subdivision of the State of Nebraska or a constituted authority authorized to issue obligations on behalf of a political subdivision of the State.
- c.) Lessee has the requisite power and authority to purchase the Equipment and to execute and deliver the Agreement and to perform its obligations under the Agreement. The Agreement and the other documents either attached hereto or required herein have been duly authorized, approved and executed by and on behalf of Lessee, and the Agreement is a legal, valid and binding obligation of Lessee enforceable in accordance with its terms.
- d.) The authorization, approval and execution of the Agreement and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state and federal laws.
- e.) There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body that challenges the authority of the Lessee or any of the Lessee's officers or employees to enter into the Agreements.

COUNSEL FOR LESSEE:

Signature

Firm Name

Name

City, State

Date

Telephone Number

EXHIBIT E

INSURANCE COVERAGE REQUIREMENTS

RE: Equipment Lease Purchase Agreement dated as of 3/21/2025 between Community First National Bank as Lessor and City of Broken Bow as Lessee.

Please mark one of the following:

() Pursuant to Section 5.01 of the Agreement, we agreed to provide evidence of insurance covering the property in the Agreement. A Certificate of Insurance naming all insured parties and coverage will be provided to Lessor as soon as possible, but no later than the date on which delivery of the equipment occurs.

() Pursuant to Section 5.01c of the Agreement, we are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form, together with a copy of any additional information regarding the nature of our self-insurance program. Coverage will be provided to Lessor as soon as possible, but no later than the date on which delivery of the equipment occurs.

Equipment to be insured: **One (1) LUCAS Chest Compression System, One (1) Ventilator System, Five (5) Wireless Radios and related equipment**

Policy should be issued and mailed to: Community First National Bank and/or Its Assigns
215 S. Seth Child Road
Manhattan, KS 66502

INSURANCE REQUIREMENTS:

1. **LIABILITY**
 - ❖ *Minimum of \$1,000,000.00 combined single-limit on bodily injury and property damage.*
 - ❖ *Community First National Bank AOIA must be listed as additional insured and loss payee.*
2. **PHYSICAL DAMAGE**
 - ❖ *All risk coverage to guarantee proceeds sufficient to pay the replacement value of the equipment. Community First National Bank AOIA must be listed as additional insured and loss payee.*
3. **ENDORSEMENT**
 - ❖ *Lessor will receive at least thirty (30) days written notice from Insurer prior to alteration, cancellation or reduction of insurance coverage.*
 - ❖ *Deductibles should be listed on certificate of coverage.*

**THE CERTIFICATE SHOULD BE
EMAILED TO catroberts@clpusa.net
OR FAXED TO 888.777.7875**

Insurance Company Name:		
Agents Name:		
Address:		
City:	State:	Zip:
Phone:	Fax:	Email:

LESSEE:
City of Broken Bow

Rod Sonnichsen, Mayor

EXHIBIT F ACCEPTANCE CERTIFICATE

RE: Equipment Lease Purchase Agreement dated as of 3/21/2025 between Community First National Bank as Lessor and City of Broken Bow as Lessee.

In accordance with the Lease Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

- (1) All of the Equipment (as such term is defined in the Agreement) has been delivered, installed and accepted on the date hereof.
- (2) Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
- (3) Lessee is currently maintaining the insurance coverage required by **Section 5** of the Agreement.
- (4) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.
- (5) Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Agreement during the current Budget Year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current Budget Year.
- (6) The governing body of Lessee has approved the authorization, execution and delivery of this Agreement on its behalf by the authorized representative of Lessee who signed the Agreement.
- (7) The Lessee will in a timely fashion submit the appropriate paperwork to the State to have a title to the Equipment issued in their name as owner and Lessor listed as first lienholder. Such verification of perfected ownership and security interest will be provided to Lessor no later than 90 days from delivery of the Equipment.

LESSEE:

City of Broken Bow

Rod Sonnichsen, Mayor

Date

**If delivery is not immediate, keep until final delivery.*

INVOICE INSTRUCTIONS

RE: Equipment Lease Purchase Agreement dated as of 3/21/2025 between Community First National Bank as Lessor and City of Broken Bow as Lessee.

Lease Number: 65242E

Equipment Description: One (1) LUCAS Chest Compression System, One (1) Ventilator System, Five (5) Wireless Radios and related equipment

Please provide contact information for billing and invoicing purposes.

Person/Department: _____
P.O. Box/Street: _____
City, State, Zip: _____
Telephone Number: _____
Email Address: _____

ESCROW AGREEMENT

THIS ESCROW AGREEMENT, made and entered into as of 3/21/2025 by and among Community First National Bank, a national banking association ("Escrow Agent"), Community First National Bank, a corporation duly organized and existing under the Laws of the State of Kansas ("Lessor"), and City of Broken Bow ("Lessee") a political subdivision under the laws of the State of Nebraska ("State"), duly organized and existing under the Constitution and laws of the State.

WITNESSETH

WHEREAS, Lessee and Lessor have entered into a Equipment Lease Purchase Agreement dated as of 3/21/2025 ("Agreement"), a duplicate original of which has been furnished to each of the parties, whereby Lessor has agreed to acquire certain equipment described therein ("Equipment"), and to sell the Equipment to the Lessee, and Lessee has agreed to purchase the Equipment from Lessor, in the manner and on the terms set forth in the Agreement; and

WHEREAS, the Equipment has or will be ordered from the Vendor, and there is expected to be a delay in delivery of the Equipment to Lessee; and

WHEREAS, in order to secure the obligations of Lessor under the Agreement, Lessee has requested Lessor to set aside in escrow with the Escrow Agent, pursuant to the terms hereof, the anticipated purchase price of the Equipment; and

WHEREAS, Lessee, as agent for Lessor, will cause the Equipment to be acquired from Vendor in accordance with the purchase orders or contracts therefore, and neither Lessor nor the Escrow Agent shall be obligated to assume or perform any obligation of the Lessee or Vendor with respect thereto or under the Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

ARTICLE I. APPOINTMENT OF ESCROW AGENT: DEFINITIONS

Section 1.01. Appointment of Escrow Agent. Lessor and Lessee hereby appoint and employ Escrow Agent, to receive, hold, invest and disburse the moneys to be paid to it pursuant to this Escrow Agreement and the Agreement, and to perform certain other functions, all as hereinafter provided. By executing and delivering this Escrow Agreement, Escrow Agent accepts the duties and obligations of Escrow Agent provided herein, but only upon the terms and conditions set forth.

Section 1.02. Definitions. The terms defined in this Section shall, for all purposes of this Escrow Agreement have the meanings specified below. Any capitalized term not defined below shall have the meaning ascribed in the Agreement.

"Agreement" means the Equipment Lease Purchase Agreement dated 3/21/2025, by and between Lessee and Lessor and any duly authorized and executed amendment thereto, the terms of which are incorporated herein by reference.

"Acquisition Costs" means, with respect to the Equipment, the contract price paid or to be paid to Vendor therefore upon acquisition or delivery of any portion of the Equipment in accordance with the purchase order or contract therefore. Acquisition Costs include the administrative, engineering, legal, financial and other costs incurred by the Lessee in connection with the acquisition, delivery and financing by Lessor of the Equipment.

"Acceptance Certificate" means an acceptance certificate in the form attached to the Agreement.

"Acquisition Fund" means the fund by that name established and held by the Escrow Agent pursuant to Article II of this Escrow Agreement.

"Closing Date" means the day when Lessor deposits with the Escrow Agent the moneys required to be deposited pursuant to Article II.

"Equipment" means the personal property described in the Agreement, together with any and all modifications, additions and alterations thereto, to be acquired from the moneys held in the Acquisition Fund.

"Escrow Agent" means Community First National Bank or any successor thereto acting as Escrow Agent pursuant to this Escrow Agreement.

"Escrow Agreement" means this Escrow Agreement and any duly authorized and executed amendment thereto.

"Independent Counsel" means an attorney duly admitted to the practice of law before the highest court of the State in which he maintains an office and who is not an employee of Lessor, the Escrow Agent or the Lessee.

"Lessee Representative" means the representative of Lessee or a person authorized by the Lessee to act on its behalf under or with respect to this Agreement.

"Lessor Representative" means the President, any Vice President or Assistant Vice President of Lessor, or any person authorized to act on behalf of Lessor under or with respect to this Agreement, as evidenced by a certificate conferring such authorization executed by the President, any Vice President or Assistant Vice President of Lessor, given to the Lessee or the Lessee Representative.

"Payment Date" means the date upon which any Rental Payment under the Agreement is due and payable, as set forth in the Payment Schedule.

"Payment Request Form" means the document substantially in the form attached hereto as Exhibit A to be executed by Lessee and Lessor and submitted to Escrow Agent to authorize payment of Acquisition Costs.

"Qualified Investments" means (i) direct general obligations of the United States of America; (ii) obligations guaranteed by the United States; (iii) general obligations of the agencies and instrumentalities of the United States; (iv) certificates of deposit, time deposits or demand deposits with a bank or savings institution qualified as a depository of public funds in the State of Kansas, provided that such certificates of deposit, time deposits or demand deposits, if not insured by the Federal Deposit Insurance Corporation of the Federal Savings and Loan Insurance Corporation, are fully secured by obligations described in Clauses (i), (ii) or (iii); (v) money market funds, the assets of which are obligations of or guaranteed by the United States of America and which funds are rated "Aaa" by Moody's Investors Service or "Am" or "Am-G" by Standard & Poor's Corporation.

"Rental Payments" means the basic payments payable by Lessee to Lessor pursuant to the provisions of the Agreement during the term thereof which are payable in conjunction of the right of Lessee to use the Equipment during the then current portion of the term of the Agreement.

"Term of the Agreement" means the time during which the Agreement is in effect, as provided in Article III of the Agreement.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased will purchase or has ordered the Equipment or with whom Lessor has contracted for the acquisition of the Equipment.

Section 1.03. Authorization. Each of the parties hereby represents and warrants that it has full legal authority and is duly empowered to enter into this Agreement, and has taken all actions necessary to authorize the execution of this Agreement by the officers and person signing it.

ARTICLE II. ACQUISITION FUND

Section 2.01. Acquisition Fund. Escrow Agent shall establish a special fund designated as the "Acquisition Fund"; shall keep such Acquisition Fund separate and apart from all other funds and moneys held by it; and shall administer such funds as expressly provided hereunder.

Section 2.02. Deposit of Moneys by Lessor. At the Closing Date, Lessor shall deposit with the Escrow Agent the amount of \$50,801.66. Escrow Agent shall credit said amount to the Acquisition Fund established and to be held, applied and disbursed as herein provided.

Section 2.03. Purpose; Payment of Acquisition Costs. The Acquisition Fund shall be expended for the Acquisition Costs of the Equipment. Escrow Agent shall pay from the Acquisition Fund the Acquisition Costs of the Equipment, upon receipt from Lessee and Lessor the following items:

- (a) in the case of payment of any Acquisition Costs to Vendor pursuant to a contract or purchase order, (1) a duly executed Payment Request Form, with a true copy of the Vendor's statement attached, (2) where applicable, a duplicate original of any change order approved by Lessee and Lessor increasing Acquisition Costs in an amount in excess of the original purchase order or contract price, (3) receipts from the Vendor showing proper application of prior requisitions, (4) bills of sale for any component of the Equipment for which a bill of sale may be delivered, and (5) an Acceptance Certificate with respect to the Equipment for which disbursement is requested;
- (b) in the case of any Acquisition Costs previously paid by Lessee for which it is seeking reimbursement, (1) a duly executed Payment Request Form, (2) a true copy of Vendor's statement for such Acquisition Costs, (3) evidence of payment, and (4) evidence of Lessee's declaration of official intent for reimbursement, which declaration shall have been made no later than 60 days after the Lessee paid the Acquisition Costs; or
- (c) in the case of payment of any other Acquisition Costs, a duly executed Payment Request Form.

Section 2.04. Escrow Agent's Compensation. As compensation for the services to be rendered hereunder, Lessee agrees to pay the Escrow Agent \$200.00 ("Escrow Agent's Compensation"). The Escrow Agent's Compensation shall be payable from interest earnings on the escrow account and will be paid upon disbursement of proceeds to the vendor and closing of the escrow account. If the interest earnings on the escrow account are not sufficient to pay the Escrow Agent's Compensation, Escrow Agent shall provide Lessee with an invoice for the shortfall and Lessee shall pay such amount to Escrow Agent upon demand. If funds remain in the Acquisition Fund, excluding Acquisition Costs and Escrow Agent's Compensation, after the full delivery and acceptance of the Equipment, then Lessee and Lessor agree such excess funds shall be retained by Escrow Agent as partial compensation for the performance of its obligations hereunder.

Section 2.05. Transfers Upon Completion. Upon the first to occur of (a) payment of all Acquisition Costs with respect to the Equipment; or (b) the one year anniversary of the Closing Date, Escrow Agent shall apply all remaining moneys in the Acquisition Fund to the next Rental Payment(s) due under the Agreement by paying such moneys directly to the Lessor or its assignees.

Section 2.06. Termination. If this Escrow Agreement is terminated by Lessor as authorized under Article VII and the Agreement, all moneys in the Acquisition Fund shall be paid to Lessor or assignees for application against moneys due to Lessor under the Agreement. In the event that Lessor provides to the Escrow Agent written notice of the occurrence of an Event of Default under the Agreement or the termination of the Agreement for any reason other than Lessee's payment of the applicable Purchase Option Price, Escrow Agent shall immediately remit any and all funds in the Acquisition Fund to Lessor.

ARTICLE III. MONEYS IN FUNDS: INVESTMENTS; TERMINATION

Section 3.01. Held in Trust. The moneys and investments held by the Escrow Agent under this Escrow Agreement are irrevocably held in trust for the benefit of the Lessee and for the purposes herein specified. Such moneys, and any income or interest earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not, to the extent permitted by applicable law, as otherwise expressly provided herein, be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessor or Lessee.

Section 3.02. Investments Authorized. Moneys held by the Escrow Agent hereunder may be invested, and upon written order of the Lessee Representative shall, be invested by the Escrow Agent in Qualified Investments. Such investments shall be registered in the name of the Escrow Agent and held by Escrow Agent which may act as a purchaser or agent in making or disposing thereof. Such investments and reinvestments shall be made giving full consideration for the time when funds will be required to be available for acquisition.

Section 3.03. Accounting. The Escrow Agent shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with this Escrow Agreement.

Section 3.04. Valuation and Disposition of Investments. For the purpose of determining the amount in the Acquisition Fund, all Qualified Investments credited to such fund shall be valued at cost (exclusive of accrued interest after the first interest payments following purchase). Escrow Agent may sell at the best price obtainable, or present for redemption, any Qualified Investment so purchased by Escrow Agent, whenever it shall be necessary in order to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the Acquisition Fund to which such Qualified Investment is credited and Escrow Agent shall not be liable or responsible for any loss resulting from such investment.

Section 3.05. Deposit of Moneys in Acquisition Fund. All moneys held by the Escrow Agent in the Acquisition Fund established pursuant to this Agreement, except such moneys which are at the time invested as herein provided, shall be deposited in demand or time deposits (which may be represented by time certificates of deposit) in any bank or trust company authorized to accept deposits of public funds (including the banking department of the Escrow Agent), and, as and to the extent required by law, shall be secured at all times by obligations which are eligible by law to secure deposits of public moneys. Such obligations shall be deposited with such bank or banks as may be selected by Escrow Agent, and held by or for the account of the Escrow Agent as security for such deposits.

Section 3.06. Termination. Unless earlier terminated pursuant to Article VII, this Escrow Agreement shall terminate upon the final distribution of all moneys in the Acquisition Fund.

ARTICLE IV. THE ESCROW AGENT

Section 4.01. Removal of Escrow Agent. The Lessee and Lessor, by written agreement between themselves, may by written request, at any time and for any reason, remove the Escrow Agent and any successor thereto, and shall thereupon appoint a successor or successors thereto, but any such successor shall have capital (exclusive of borrowed capital) and surplus of at least Ten Million Dollars (\$10,000,000), and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, pursuant to statute or to the requirements of any federal or state supervising or examining authority, to, then for the purposes of this Section the combined capital and surplus of such bank or trust company may be conclusively established for the purposes hereby in its most recent report of condition so published.

Section 4.02. Resignation of Escrow Agent. The Escrow Agent or any successor may at any time resign by giving written notice to the Lessee and Lessor of its intention to resign and of the proposed date of resignation, which shall be a date not less than 60 days after such notice, unless an earlier resignation date and the appointment of a successor Escrow Agent shall have been or are approved by Lessee and Lessor. Upon receiving such notice of resignation, the Lessee and Lessor shall promptly appoint a successor Escrow Agent by an instrument in writing; provided however, that in the event the Lessee and Lessor fail to appoint a successor Escrow Agent within 30 days following receipt of such written notice of resignation, Lessor may appoint a successor Escrow Agent, and in the event that Lessor fail to appoint a successor Escrow Agent within 30 days following the expiration of such initial 30-day period, the resigning Escrow Agent may petition the appropriate court having jurisdiction to appoint a successor Escrow Agent. Any resignation or removal of the Escrow Agent shall become effective only upon acceptance of appointment by the successor Escrow Agent.

Section 4.03. Appointment of Agent. The Escrow Agent may appoint an agent acceptable to the Lessee and Lessor to exercise any of the powers, rights or remedies granted to the Escrow Agent under this Escrow Agreement, and to hold title to property or to take any other action which may be desirable or necessary.

Section 4.04. Merger or Consolidation. Any company into which the Escrow Agent may be merged or converted, or with which it may be consolidated, or any company resulting from any merger, conversion or consolidation to which it shall be a party, or any company to which the Escrow Agent may sell or transfer all or substantially all of its corporate trust business (provided that such company shall be eligible under Section 4.02) shall be the successor to the Escrow Agent without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

Section 4.05. Protection and Rights of the Escrow Agent. The Escrow Agent shall be protected and shall incur no liability in acting or proceeding in good faith upon any resolution, notice, telegram, request, consent, waiver, certificate, statement, affidavit, voucher, bond, requisition or other paper or document which it shall in good faith believe to be genuine and to have been passed or signed by the proper board or person or to have been prepared and furnished pursuant to any of the provisions of this Escrow Agreement, and the Escrow Agent shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements. The Escrow Agent may consult with Independent Counsel who may be counsel to Lessor or Lessee, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith in accordance therewith.

Whenever in the administration of its duties under this Escrow Agreement, the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matters (unless other evidence in respect thereof be herein specifically prescribed), shall be deemed to be conclusively proved and established by the certificate of the Lessee Representative or the Lessor Representative and such certificate shall be full warranty to the Escrow Agent for any action taken or suffered under the provisions of this Escrow Agreement upon the faith thereof, but in its discretion the Escrow Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

The recitals, statements and representations by Lessee and Lessor contained in this Agreement shall be taken and construed as made by and on the part of the Lessee and Lessor, as the case may be, and not by the Escrow Agent, and the Escrow Agent does not assume, and shall not have, any responsibility or obligation for the correctness of any thereof.

The Escrow Agent may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers, and shall be entitled to advice of counsel concerning all matters of trust and its duty hereunder, and the Escrow Agent shall not be answerable for the default or misconduct of any such attorney, agent, or receiver selected by it with reasonable care. The Escrow Agent shall not be answerable for the exercise of any discretion or power under this Escrow Agreement or for anything whatsoever in connection with the funds and accounts established hereunder, except only for its own willful misconduct or gross negligence.

ARTICLE V. ASSIGNMENTS; AMENDMENTS

Section 5.01. Assignment. Except as expressly herein provided to the contrary; the rights and duties of each of the parties under this Escrow Agreement shall not be assignable to any person or entity without the written consent of all of the other parties. Notwithstanding the above, Lessor may freely assign all or any part of its interest in this Agreement and the Acquisition Fund established hereunder in connection with an assignment by Lessor of the Agreement, subject to the provisions contained therein.

Section 5.02. Amendments. This Escrow Agreement may be amended in writing by agreement among all of the parties.

ARTICLE VI. FURTHER ASSURANCES

Section 6.01. Further Assurances. Lessor and Lessee will make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Escrow Agreement, and for better assuring and confirming the rights and benefits provided herein.

ARTICLE VII. DEFAULT OR NON-APPROPRIATION

Section 7.01. Default.

- (a) Lessor shall have the right to terminate this Escrow Agreement upon an Event of Default under the Agreement, or termination of the Agreement pursuant to Section 4.01 thereof, which right shall not be exercised less than 15 days after Lessor shall have given Lessee written notice of such default or termination for non-appropriation. Upon receipt of notice of termination from Lessor, Escrow Agent shall pay to Lessor, or its assignee, all moneys in the Acquisition Fund in accordance with Section 2.06.
- (b) In the event of the failure by any party hereto to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Escrow Agreement, any non-defaulting party hereto shall have all of the rights and remedies now or hereafter existing at law or in equity against the defaulting party.
- (c) No delay or omission to exercise any such right or power accruing upon any default shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VIII. LIMITATION OF LIABILITY

Section 8.01. Limited Liability of Escrow Agent. Escrow Agent shall have no obligation or liability to any of the other parties under this Escrow Agreement for the failure or refusal of any other party to perform any covenant or agreement made by any of it hereunder or under the Agreement, but shall be responsible solely for the business-like performance of the duties expressly imposed upon Escrow Agent hereunder. The recitals of facts, covenants and agreements herein contained pertaining to Lessee and Lessor shall be taken as statement, covenants and agreements of the Lessee or Lessor (as the case may be), and Escrow Agent assumes no responsibility for the correctness of the same, or makes any representation as to the validity or sufficiency of this Escrow Agreement, or shall incur any responsibility in respect thereof, other than in connection with the duties or obligations herein imposed upon it. Escrow Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

Section 8.02. Indemnification. To the extent permitted by applicable law, Lessee agrees to indemnify and save Escrow Agent harmless from and against all claims, suits and actions brought against it, or to which it is made a party, and from all losses and damages, including without limitation reasonable, attorney fees and court costs suffered by it as a result thereof, where such claim, suit or action arises in connection with this Escrow Agreement, the transactions described herein and in the Agreement or the Escrow Agent's employment as an Escrow Agent by Lessee and Lessor. Notwithstanding the foregoing, such indemnification shall not extend to claims, suits and actions brought against the Escrow Agent for failure to perform and carry out the duties specifically imposed upon and to be performed by it pursuant to this Escrow Agreement and claims, suits or actions arising from events solely and directly attributable to acts of Lessor. In the event the Lessee is required to indemnify Escrow Agent as herein provided, Lessee shall be subrogated to the rights of the Escrow Agent to recover such losses or damages from any other person or entity.

Section 8.03. Discretion of Escrow Agent to File Civil Action in the Event of Dispute. If Lessor or Lessee are in disagreement about the interpretation of this Escrow Agreement, or about the rights and obligations, or the propriety of any action contemplated by Escrow Agent hereunder, Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. Escrow Agent shall be indemnified by Lessee in accordance with Section 8.02 for all costs in connection with such civil action, and shall be fully protected in suspending all or part of its activities under this Escrow Agreement until a final judgment in such action is received.

Section 8.04. Opinion of Counsel. Before being required to take any action, the Escrow Agent may require (i) an opinion of Independent Counsel acceptable to the Escrow Agent, which counsel may be counsel to any of the parties hereto, and which opinion shall be made available to the other parties hereto, or (ii) a verified certificate of any party hereto, or (iii) both (i) and (ii), concerning the proposed action. Escrow Agent shall be absolutely protected in relying thereon if it does so in good faith.

Section 8.05. Limitation of Rights to Parties. Nothing in this Escrow Agreement, expressed or implied, is intended or shall be construed to give any person other than the Lessee, Lessor or the Escrow Agent any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenant, condition or provision hereof; and all such covenants, conditions and provisions are and shall be for the sole and exclusive benefit of the Lessee, Lessor and Escrow Agent.

ARTICLE IX. MISCELLANEOUS

Section 9.01. Records. The Escrow Agent shall keep complete and accurate records of all moneys received and disbursed under this Escrow Agreement, which shall be available for inspection by the Lessee, Lessor, or the agent of either of them, at any time during regular business hours.

Section 9.02. Notices. All written notice to be given under this Escrow Agreement shall be given by mail to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other parties in writing from time to time. Any such notice shall be deemed to have been received 72 hours after deposit in the United States mail in registered or certified form, with postage fully prepaid.

Section 9.03. Governing Laws. This Escrow Agreement shall be construed and governed in accordance with the laws of the State of Kansas.

Section 9.04. Partial Invalidity. Any provision of this Escrow Agreement found to be prohibited by laws shall be ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Escrow Agreement.

Section 9.05. Binding Effect; Successors. This Escrow Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Whenever in this Escrow Agreement any party hereto is named or referred to, such references shall be deemed to include permitted successors or assigns thereof, and all covenants and agreements contained in this Escrow Agreement by or on behalf of any party hereto shall bind and inure to the benefit of permitted successors and assigns thereof whether or not so expressed.

Section 9.06. Execution in Counterparts. This Escrow Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

Section 9.07. Headings. The headings or titles of the several Articles and Sections hereof, and any tables of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Escrow Agreement. All references herein to "Articles", "Sections", and other subdivisions are to the corresponding Articles, Sections, or subdivisions of this Escrow Agreement; and the words "herein", "hereof", "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the date and year first above written.

ESCROW AGENT:

Community First National Bank
215 S. Seth Child Road
Manhattan, KS 66502

Terry Harts, Sr. VP

LESSOR:

Community First National Bank
215 S. Seth Child Road
Manhattan, KS 66502

Terry Harts, Sr. VP

LESSEE:

City of Broken Bow
PO BOX 504
Broken Bow, NE68822

Rod Sonnichsen, Mayor

EXHIBIT A
PAYMENT REQUEST FORM

Community First National Bank, Escrow Agent under an Escrow Agreement dated as of 3/21/2025, by and among the said Escrow Agent, Community First National Bank (Lessor), and the City of Broken Bow, (Lessee) is hereby requested to pay, from the Equipment Acquisition Fund held under said Escrow Agreement, to the persons, firms or corporation designated below as payee, the amount set forth opposite each such person's firm's or corporation's name, in payment of the Acquisition Costs (as defined in said Escrow Agreement) of the Equipment described on the attached page(s) designated opposite such Payee's name and account.

<u>Payee</u>	<u>Amount</u>	<u>Equipment</u>

VOID

TO BE UTILIZED AS A SIGNATURE CARD ONLY

By executing this Payment Request Form the Lessee hereby represents that the Payee or Payees listed above who are requesting payment have delivered the Equipment or a portion of the Equipment or performed the services to the satisfaction of the Lessee and that the amounts requested above by the Payee or Payees are proportionate with the value of the Equipment delivered or services rendered by the Payee or Payees.

Partial Disbursement. The undersigned certifies that the following documents are attached to this Payment Request Form when there is a request for a partial release of funds from the Escrow Account to pay for a portion of the Equipment: (1) Invoice from the Vendor, (2) copy of the agreement between Lessee and Vendor (if requested by the Lessor or Escrow Agent), (3) front and back copy of the original MSO/Title (if payment from Escrow Account is for a chassis) listing Community First National Bank and/or its assigns as the first lien holder. By executing this Payment Request Form and attaching the documents as required above, the Lessee shall be deemed to have accepted this portion of the Equipment for all purposes under the Lease, including, without limitation, the obligation of Lessee to make the Rental Payments with respect thereto in a proportionate amount of the total Rental Payment. By executing this Payment Request Form Lessee agrees that Lessee is the title owner to this portion of the Equipment and that in the event that any third party makes a claim to such title that Lessee will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to this portion of the Equipment and keep the Lease in full force and effect.

Final Disbursement. The undersigned certifies that the following documents are attached to this Payment Request Form when there is a final release of funds from the Escrow Account: (1) Final Vendor Invoice, (2) Signed Acceptance Certificate, (3) Insurance Certificate, (4) front and back copy of the original MSO/Title listing Community First National Bank and/or its assigns as first lien holder (if not already received). By executing this Payment Request Form and attaching the documents as required above, the Lessee shall be deemed to have accepted the Equipment for all purposes under the Lease, including, without limitation, the obligation of Lessee to make the Rental Payments with respect thereto. By executing this Payment Request Form Lessee certifies that Lessee is the title owner to the Equipment and that in the event that any third party makes a claim to such title that Lessee will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to the Equipment and keep the Lease in full force and effect.

LESSEE:
City of Broken Bow

Rod Sonnichsen, Mayor

Signature

Signature of additional authorized individual (optional)

Name and Title

TAX COMPLIANCE AGREEMENT AND NO ARBITRAGE CERTIFICATE

This Tax Compliance Agreement and No Arbitrage Certificate is issued in connection with that certain Equipment Lease Purchase Agreement dated as 3/21/2025 by and between Community First National Bank, ("Lessor") and City of Broken Bow ("Lessee").

1. In General.

1.1. This Certificate is executed for the purpose of establishing the reasonable expectations of Lessee as to future events regarding the financing of certain equipment by Lessee as described in the Equipment Lease Purchase Agreement dated as of 3/21/2025 (the "Lease") between Lessor and Lessee and all related documents executed pursuant thereto and contemporaneously herewith with respect to the financing of the acquisition of One (1) LUCAS Chest Compression System, One (1) Ventilator System, Five (5) Wireless Radios and related equipment of equipment (the "Equipment") by Lessor for Lessee (the Lease and such other documents are hereinafter collectively referred to as the "Financing Documents").

1.2. The individual executing this Certificate on behalf of Lessee is an officer of Lessee delegated with the responsibility of reviewing and executing the Financing Documents.

1.3. To the best of the undersigned's knowledge, information and belief, the expectations contained in this Certificate are reasonable.

1.4. Lessee has not been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose certifications as to arbitrage may not be relied upon.

1.5. The rental payments due under the Financing Documents will be made with monies retained in Lessee's general operating fund (or an account or sub account therein). No sinking, debt service, reserve or similar fund or account will be maintained for the payment of the rental payments due under the Financing Documents or pledged as security therefor.

1.6. If any other governmental obligations were or are being issued by or on behalf of Lessee within fifteen (15) days of the date of issuance of the Financing Documents, such obligations either (i) were not or are not being issued or sold pursuant to a common plan of financing with, or (ii) will not be paid out of substantially the same source of funds as, the financing pursuant to the Financing Documents.

2. Purpose of the Financing Documents.

2.1. The Financing Documents are being entered into for the purpose of providing funds for financing the cost of acquiring, equipping and installing the Equipment which is essential to the governmental functions of Lessee, which Equipment is described in the Equipment Description executed and delivered by Lessee pursuant to the Financing Documents. The principal amount represented by the Financing Documents, or \$50,801.66 will be deposited in escrow by Lessor at closing and held by Community First National Bank, as Escrow Agent (the "Escrow Agent") pending acquisition of the Equipment under the terms of that certain Escrow Agreement dated as of 3/21/2025 (the "Escrow Agreement"), by and among Lessor, Lessee and Escrow Agent.

2.2. No portion of the principal amount represented by the Financing Documents will be used as a substitute for other funds which were otherwise to be used as a source of financing for the Equipment, or will be used, directly or indirectly, to replace funds used by Lessee to acquire investments which produce a yield materially higher than the yield to Lessor under the Financing Documents.

2.3. Lessee does not expect to sell or otherwise dispose of the Equipment, in whole or in part, at a date which is earlier than the final rental payment due under the Financing Documents.

3. Source and Disbursement of Funds.

3.1. The principal amount represented by the Financing Documents does not exceed the amount necessary for the governmental purpose for which the Financing Documents were entered into. Such funds are expected to be needed and fully expended for payment of the costs of acquiring, equipping and installing the items of Equipment.

3.2. It is contemplated that the entire amount deposited in escrow will be used to pay the acquisition cost of Equipment to the vendors or manufacturers thereof, provided that a portion of the principal amount may be paid to Lessee within such period as reimbursement for Acquisition Costs already made by it so long as the conditions set forth in Section 3.3 below are satisfied.

3.3. Lessee shall not request that it be reimbursed for Equipment acquisition cost payments already made by it unless the following conditions have been satisfied:

- (a) Lessee made a declaration of its reasonable intention to reimburse the acquisition cost payment sought to be reimbursed with the proceeds of a borrowing not later than sixty (60) days after the date on which it made the payment, which declaration satisfies the "Official Intent Requirement" set forth in Treas. Reg. Sec. 1.150-2;
- (b) The reimbursement being requested will be made by written allocation before the later of eighteen (18) months after the acquisition cost payment was made or eighteen (18) months after the items of Equipment to which such payment relates were placed in service;
- (c) The entire payment with respect to which reimbursement is being sought is a capital expenditure, being a cost of type properly chargeable to a capital account under general federal income tax principles; and
- (d) Lessee will use any reimbursement payment for general operating expenses and not in a manner which could be construed as an artifice or device under Treas. Reg. Sec. 1.148-10 by, virtue of, among other things, use to refund, or to create or increase a sinking, reserve or replacement fund with respect to, any other obligations issued by it.

4. Temporary Period.

4.1. Lessee expects, within six months from the date of issuance of the Financing Documents, (a) to have had disbursed from escrow an amount in excess of the lesser 2 1/2% of the amount deposited by Lessor in escrow or \$100,000, or (b) to enter into binding obligations with third parties obligating Lessee to spend such amount.

4.2. The ordering and acceptance of the items of Equipment will proceed with due diligence to the date of final acceptance of the Equipment.

4.3. The items of Equipment being acquired by Lessee will be delivered at various times. At least 15% of the sum of the amount deposited in escrow and the reasonably anticipated interest earnings thereon will be used to pay the acquisition price of items of Equipment within six months from the date of issuance of the Financing Documents; at least 60% of the sum of the amount deposited in escrow and the reasonably anticipated interest earnings thereon will be used to pay the acquisition cost of items of Equipment within 12 months from the date of issuance of the Financing Documents; and 100% of the amount deposited in escrow and interest earnings thereon will be used to pay the acquisition cost of items of Equipment prior to 18 months from the date of issuance of the Financing Documents.

4.4. The total acquisition cost of the Equipment is not required to be paid to the vendors or manufacturers thereof until the Equipment has been accepted by Lessee.

5. Escrow Account.

5.1. The Financing Documents provide that the monies deposited in escrow shall be invested until payments to the vendor(s) or manufacturer(s) of the Equipment are due. Lessee will ensure that such investment will not result in Lessee's obligations under the Financing Documents being treated as an "arbitrage bond" or a "federally guaranteed bond" within the meaning of Section 148(a) or Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code"), respectively. Any monies which are earned from the investment of these funds shall be labeled as interest earned. All such monies will be disbursed on or promptly after the date that Lessee accepts the equipment.

6. Exempt Use.

6.1. No part of the proceeds of the Financing Documents or the Equipment will be used in any "private business use" within the meaning of Section 141(b)(6) of the Internal Revenue Code of 1986, as amended.

6.2. No part of the proceeds of the Financing Documents will be used, directly or indirectly, to make or finance any loans to non-governmental entities or to any governmental agencies other than Lessee.

7. No Federal Guarantee.

7.1. Payment of the principal or interest due under the Financing Documents is not directly or indirectly guaranteed, in whole or in part, by the United States or an agency or instrumentality thereof.

7.2. No portion of the proceeds under the Financing Documents shall be (i) used in making loans, the payment of principal or interest of which are to be guaranteed, in whole or in part, by the United States or any agency or instrumentality thereof, or (ii) invested, directly or indirectly, in federally insured deposits or accounts if such investment would cause the financing under the Financing Documents to be federally guaranteed within the meaning of Section 149(b) of the Code.

8. Miscellaneous.

8.1. Lessee agrees to comply with the rebate requirement set forth in Section 148(f) of the Code in the event that for any reason it is applicable to the financing pursuant to Financing Documents.

8.2. Lessee shall keep a complete and accurate record of all owners or assignees of the Financing Documents in form and substance satisfactory to comply with Section 149(a) of the Code unless Lessor or its assignee agrees to act as Lessee's agent for such purpose.

8.3. Lessee shall maintain complete and accurate records establishing the expenditure of the proceeds of the Financing Documents and interest earnings thereon for a period of five years after payment in full under the Financing Documents.

IN WITNESS WHEREOF, this Tax Compliance Agreement and No Arbitrage Certificate has been executed on behalf of Lessee as of the date set forth below.

LESSEE:

City of Broken Bow

Rod Sonnichsen, Mayor

Date

**Information Return for Small Tax-Exempt
Governmental Bond Issues, Leases, and Installment Sales**

► **Under Internal Revenue Code section 149(e)**
Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.
► **Go to www.irs.gov/Form8038GC for instructions and the latest information.**

OMB No. 1545-0047

Part I Reporting Authority		Check box if Amended Return <input type="checkbox"/>	
1 Issuer's name City of Broken Bow		2 Issuer's employer identification number (EIN) 47-6006117	
3 Number and street (or P.O. box if mail isn't delivered to street address) 314 South 10th Avenue - PO BOX 504		Room/suite	
4 City, town, or post office, state, and ZIP code Broken Bow, NE 68822		5 Report number (For IRS Use Only) <div><div></div><div></div><div></div></div>	
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information		7 Telephone number of officer or legal representative	

Part II Description of Obligations		Check one box: <input type="checkbox"/> Single issue <input type="checkbox"/> Consolidated return	
8a Issue price of obligation(s) (see instructions)		8a	\$50,801.66
b Issue date (single issue) or calendar date (consolidated). Enter date in MM/DD/YYYY format (for example, 01/01/2009) (see instructions) ►	03/21/2025		
9 Amount of the reported obligation(s) on line 8a that is:		9a	
a For leases for vehicles		9b	
b For leases for office equipment		9c	
c For leases for real property		9d	\$50,801.66
d For leases for other (see instructions) <u>Safety Equipment</u>		9e	
e For bank loans for vehicles		9f	
f For bank loans for office equipment		9g	
g For bank loans for real property		9h	
h For bank loans for other (see instructions)		9i	
i Used to refund prior issue(s)		9j	
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)		9k	
k Other			
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box		► <input checked="" type="checkbox"/>	
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions)		► <input type="checkbox"/>	
12 Vendor's or bank's name: _____			
13 Vendor's or bank's employer identification number: _____			

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

► _____ Date
Signature of issuer's authorized representative

► Rod Sonnichsen, Mayor
Type or print name and title

Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Firm's name ►			Firm's EIN ►	
	Firm's address ►			Phone no.	

Future Developments

For the latest information about developments related to Form 8038-GC and its instructions, such as legislation enacted after they were published, go to www.irs.gov/Form8038GC.

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Bonds.

Filing a separate return for a single issue.

Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate. See the instructions for line 11, later.

Filing a consolidated return for multiple issues.

For all tax-exempt governmental obligations with issue prices of less than \$100,000 that aren't reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

EXHIBIT D OPINION OF COUNSEL

As Counsel for City of Broken Bow, it is my opinion:

- a.) Lessee's true and legal name is City of Broken Bow.
- b.) Lessee is a political subdivision of the State of Nebraska or a constituted authority authorized to issue obligations on behalf of a political subdivision of the State.
- c.) Lessee has the requisite power and authority to purchase the Equipment and to execute and deliver the Agreement and to perform its obligations under the Agreement. The Agreement and the other documents either attached hereto or required herein have been duly authorized, approved and executed by and on behalf of Lessee, and the Agreement is a legal, valid and binding obligation of Lessee enforceable in accordance with its terms.
- d.) The authorization, approval and execution of the Agreement and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state and federal laws.
- e.) There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body that challenges the authority of the Lessee or any of the Lessee's officers or employees to enter into the Agreements.

COUNSEL FOR LESSEE:

Signature

Firm Name

Name

City, State

Date

Telephone Number