

**CITY OF BROKEN BOW
CITY COUNCIL AGENDA
August 11, 2026 @ 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 August 11th, 2026, which will include the following:

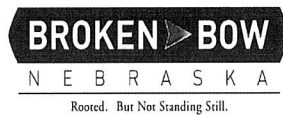
- a. Approval of Minutes of July 28th, 2026, Council Meeting
- b. Approval of Bills as Posted

F. Other Communication

- a. Jeremy Walton-Broken Bow Bike Rodeo (safety inspections, skills courses, bike & bike helmet giveaways and more)
- b. Update from Police Chief – Chris Anderson
- c. Update from Library Director – Megan Svoboda
- d. Update from Overseer of Streets and Parks - Darren Marten
- e. Steve Parr, Street Superintendent, One and Six Year Street Plan Update

G. New Business

- a. **Board Appointment-** Council will have consideration of approving the appointment of Christopher Smith to the Broken Bow Housing Authority Board for a term ending May 2031.
- b. **Resolution 2026-12, Authorizing the Signing of the Municipal Annual Certification of Program Compliance 2026** – Council will have consideration of authorizing the signature for the Municipal Annual Certification of Program compliance to the Nebraska Board of Public Roads Classifications and Standards 2026.



**CITY OF BROKEN BOW
CITY COUNCIL AGENDA
August 11, 2026 @ 6:00 PM
Broken Bow Municipal Building
314 South 10th Ave, Broken Bow NE**

- c. Resolution 2026-13, Sale of Surplus Personal Property of the City of Broken Bow -** Council will have consideration of approving the Sale of Surplus Personal Property of the City of Broken Bow.
- d. Public Hearing Ordinance 1315 [“Flock” Style Cameras]-** Council will have consideration of opening a public hearing regarding Ordinance 1315, Amending Chapter 130: Property Offenses of the City of Broken Bow Municipal Code prohibiting the installation, operation, or maintenance of automated license plate reader (ALPR) systems and similar networked vehicle monitoring equipment within the corporate limits without the prior express permission of the City Council; providing definitions, application and review procedures, enforcement, penalties, severability, and an effective date; and providing for publication; to repeal all ordinances or parts of ordinances in conflict herewith; and to provide an effective date.
- e. Waive Three Readings of Ordinance 1315 -** Council will have consideration of waiving the three readings of Ordinance 1315.
- f. Ordinance 1315 -** Council will have consideration of approving Ordinance 1315, Amending Chapter 130: Property Offenses of the City of Broken Bow Municipal Code prohibiting the installation, operation, or maintenance of automated license plate reader systems and similar networked vehicle monitoring equipment within the corporate limits without the prior express permission of the City Council; providing definitions, application and review procedures, enforcement, penalties, severability, and an effective date; and providing for publication; to repeal all ordinances or parts of ordinances in conflict herewith; and to provide an effective date.
- g. Resolution, 2026-14, Wage Opener and COLA Increase –** Council will have consideration of approving Resolution, 2026-14, approving the yearly wage opener and three percent (3%) cost of living adjustment under the collective bargaining agreement between the City of Broken Bow, Nebraska, and the International Brotherhood of Electrical Workers (IBEW), Local Union No. 1597, for the period of October 1, 2026, through September 30, 2027.
- h. Public Hearing Ordinance 1316 [“Tiny Homes”] -** Council will have consideration of opening a public hearing regarding Ordinance 1316, Establishing Regulatory Standards for Cottage Developments, Tiny Homes, and Accessory Dwelling Units (ADUs); Providing for Strict Structure Setbacks and Residential Multi-Family Yard Setback Requirements; Amending Parking Calculations to Exclude Adjacent Street Parking; and Providing an Effective Date.
- i. Waive Three Readings of Ordinance 1316 -** Council will have consideration of waiving the three readings of Ordinance 1316.

**CITY OF BROKEN BOW
CITY COUNCIL AGENDA
August 11, 2026 @ 6:00 PM
Broken Bow Municipal Building
314 South 10th Ave, Broken Bow NE**

- j. Ordinance 1316, -** Council will have consideration of approving Ordinance 1316, Establishing Regulatory Standards for Cottage Developments, Tiny Homes, and Accessory Dwelling Units (ADUs); Providing for Strict Structure Setbacks and Residential Multi-Family Yard Setback Requirements; Amending Parking Calculations to Exclude Adjacent Street Parking; and Providing an Effective Date.
- k. Public Hearing Ordinance 1317 [Data Centers]-** Council will have consideration of opening a public hearing regarding Ordinance 1317, Amending the Zoning Ordinance to Establish Definitions, Conditional Use Permit Requirements, Strict Performance Standards, Mandatory Noise Limitations and Acoustical Studies, Water Conservation and Cooling System Restrictions, Mandatory Residential Setbacks, Operator-Exclusive Decommissioning Liability, Financial Transparency, Criminal Background Checks, and Enforcement Provisions for High-Density Data Processing Facilities Including Data Centers and Digital Asset Mining Operations; and Providing for an Effective Date.
- l. Waive Three Readings of Ordinance 1317 -** Council will have consideration of waiving the three readings of Ordinance 1317.
- m. Ordinance 1317, -** Council will have consideration of approving Ordinance 1317, Amending the Zoning Ordinance to Establish Definitions, Conditional Use Permit Requirements, Strict Performance Standards, Mandatory Noise Limitations and Acoustical Studies, Water Conservation and Cooling System Restrictions, Mandatory Residential Setbacks, Operator-Exclusive Decommissioning Liability, Financial Transparency, Criminal Background Checks, and Enforcement Provisions for High-Density Data Processing Facilities Including Data Centers and Digital Asset Mining Operations; and Providing for an Effective Date.
- n. Set Date for Budget Hearing-** Council will have consideration of setting the date for the 2026-2027 Budget Hearing.
- o. City Administrator Contract-** Council will have consideration of approving the August 2026 revision to City Administrator David Schmidt's employment contract.

H. Public Comments

I. Mayor and Council Comments

J. Adjournment



**CITY OF BROKEN BOW
CITY COUNCIL AGENDA
August 11, 2026 @ 6:00 PM
Broken Bow Municipal Building
314 South 10th Ave, Broken Bow NE**

Upcoming Events:

Monday, August 24th, 2026— *Board of Public Works @ 5:00 pm - Broken Bow Municipal Bldg.*

Tuesday, August 25th, 2026— *City Council Meeting @ 6:00 pm - Broken Bow Municipal Bldg.*

Thursday, September 10th, 2026— *Broken Bow Bike Rodeo/Healthcare on the Square 4:00 pm – 7:00 pm - Broken Bow City Square.*

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 July 28, 2026

The Broken Bow City Council met in regular session on Tuesday, July 28, 2026, in the Broken Bow City Council Chamber. 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. These items were also given to various local 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 Administrator David Schmidt, City Clerk Jennifer Waterhouse, City Deputy Clerk Jacob Holcomb, and City Treasurer LeeAnn Morgan. Mayor Sonnichsen announced the availability of the Open Meetings Act, followed by reciting the Pledge of Allegiance.

Moved by Smith, seconded by Kleeb to approve the consent agenda for July 28, 2026. Said motion includes approval of the Minutes of the July 14, 2026, Council Meeting, Minutes of the July 14, 2026, MEAN Educational Workshop, Bills to Date, June 2026 Treasurer's Report, and Broken Bow Ambulance Service Official Roster. Roll call vote: Voting aye: Smith, Kleeb, Wamsley and Holland. Nays: None. Motion carried.

Aflac, Insurance \$511.52, \$119.50, Applied Concepts, Inc, Equipment for new patrol units \$1,150.00, Blue Valley Public Safety, Annual services and testing on sirens \$4,626.00, Bound Tree Medical, EMS Supplies \$285.25, \$257.84, \$2,519.96, Broken Bow Fire Department, Fireworks stand fees \$3,000.00, Capitol One Bank, WAGE GARNISHMENT \$67.62, Card Services, Library 9965 Programming, Supplies, Main/repairs equipment \$461.18, Chad Hempstead, Refund for swimming lessons \$35.00, City Flex Benefit Plan, SELECT FLEX-UNREIMBURSED M/D/V \$769.79, SELECT FLEX-DEPENDENT CARE \$192.30, City of Broken Bow, Health Insurance \$5,561.66, City of Broken Bow Pension Fund, RETIREMENT LOAN PAYMENT \$3,179.75, 414H RETIREMENT \$13,489.56, 457 RETIREMENT \$1,975.58, Colonial Insurance, Insurance \$712.18, \$384.81, Dewey's Implement & Welding, Vehicle repairs \$278.43, EFTPS Online Payment, MEDICARE \$4,188.18, FEDERAL \$11,726.07, FICA \$17,908.00, Eakes Office Solutions, Paper \$59.99, Family Heritage, Insurance HERITAGE \$25.50, Federal Signal Corporation, SSG, Siren \$14,730.00, First Response Billing Associates, LLC, EMS Billing \$3,291.44, General Traffic Controls, Lights for street signs \$160.00, Great Plains Communications, Internet \$185.00, \$64.97, Hamilton Sales and Service LLC, Hose \$256.46, Ingram Library Services, Materials \$1,931.50, Island Supply Welding Co, Oxygen \$92.00, JEO, Bbow Fairgrounds to Memorial Sanitary Sewer \$4,175.00, BBow Mud Creek Low Water Crossing \$4,610.00, BB Streets-Parks Department Drainage improvements \$2,633.00, Kansas State Bank, Mower lease payment \$16,294.58, Mathia Schumaker, Refund for swimming lessons \$35.00, Myers Construction Inc, Repairs to tower cylinder \$2,907.39, NE Dept. of Water, Energy, and Environ. Fine for Sanitizer change out \$1,000.00, Nebraska Child Support Payment Center, CHILD SUPPORT-NE \$336.47, O'Brien's Hardware, Repairs to gas fan on Engine 30, \$204.95, OCLC Inc, Materials \$653.04, Over Drive, Materials, Libby credits \$2,000.00, Pareto Health, Cost management \$76.00, Presto X Company, Monthly pest control service \$98.41, Pye-Barker Fire Safety, Maint./repairs building, fire extinguisher and alarm inspection \$279.95, Ranchland Ford, Oil change on 2024 F-450 Ambulance \$166.51, Register of Deeds, Filing fee, Variance \$20.00, South Loup Community Pharmacy, Medications \$29.00, State Income Tax WH NE Online Payment, STATE \$4,519.80, The Grand Island Independent, subscription \$256.99, Trotter Service, Fuel \$286.41, \$4,760.78, \$170.95,

\$470.97, Trotter Whoa & Go West BB, Fuel \$1,160.54, \$239.96, \$303.08, United Industries, Pressure gauges \$985.53, Total \$142,871.35 Bi-Weekly Payroll (7/15/26) \$104,124.31 Grand Total \$246,995.66

In new business, Mayor Sonnichsen introduced Ordinance 1313, entitled “AN ORDINANCE OF THE CITY OF BROKEN BOW, NEBRASKA AMENDING CHAPTER 74: RECREATIONAL VEHICLES OF THE CITY OF BROKEN BOW MUNICIPAL CODE REGARDING THE REGULATION OF ELECTRIC SCOOTERS, ELECTRIC BICYCLES, AND HOVERBOARD USAGE ON PUBLIC PROPERTY; TO ESTABLISH REGULATIONS FOR OPERATION; TO RESTRICT THE USE OF ELECTRIC SCOOTERS, ELECTRIC BICYCLES, AND HOVERBOARDS IN CERTAIN AREAS; TO REQUIRE SAFETY EQUIPMENT REQUIREMENTS; TO EMPHASIZE PARENTAL RESPONSIBILITIES; TO PROVIDE FOR PENALTIES AND IMPOUNDMENT; TO REPEAL ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; AND TO PROVIDE AN EFFECTIVE DATE.”

Moved by Smith, seconded by Kleeb to open a public hearing at 6:03 pm regarding said Ordinance. Roll Call vote: Voting aye: Smith, Kleeb, Wamsley, and Holland. Nays: None. Motion carried.

Discussion was held. City Administrator David Schmidt noted that two additional changes had been made to the ordinance since the last reading and recommended that the matter be considered a first reading in light of those revisions. He explained that the first change appears on page two under the section titled “Operations Restrictions.” Language from paragraph C—beginning “no minor person without a valid provisional operator’s permit (POP) or operator’s license”—was inserted at the beginning of paragraph A as well. This revision ensures consistency so that the same restrictions apply to both paragraphs A and C. He also noted that the second change appears on page one where the reference to extraterritorial jurisdiction (ETJ) was removed, as the document is a municipal code rather than a zoning ordinance.

Councilmember Wamsley requested clarification regarding the restricted area of the downtown square. Administrator Schmidt explained that the restriction applies solely within the downtown square itself and the sidewalks leading to the gazebo, and does not include the surrounding streets.

Councilmember Kleeb noted that substantial effort had been devoted to the ordinance in order to achieve an appropriate balance and Councilmember Wamsley stated that, although the changes were relatively minor, they did reduce some of the restrictions. There were no public comments made during the hearing. Moved by Holland, seconded by Wamsley to close to close public hearing at 6:08 pm. Roll Call vote: Voting aye: Smith, Kleeb, Wamsley, and Holland. Nays: None. Motion carried.

Moved by Kleeb, seconded by Smith that the statutory rule requiring reading Ordinance 1313 on three different days be suspended. Roll Call vote: Voting aye: 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.

Said Ordinance was then read by title and thereafter, Councilmember Holland moved for final passage of Ordinance 1313, which motion was seconded by Councilmember Smith. Roll Call vote: Voting aye: Smith, Kleeb, Wamsley, and Holland. Nays: None. Motion Carried. 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 Holland to approve setting the date of the Budget Workshop for Tuesday, August 11, 2025, at 11:00 am. Roll Call Vote: Voting aye: Smith, Kleeb, Wamsley, and Holland. Nays: None. Motion carried.

During public comments, Mike Kratzer of 1543 South G Street and Brad Morgan of 711 South 16th Avenue expressed concerns regarding a nuisance property located within city limits that maintains a large number and variety of livestock and fowl. Their comments focused on the resulting noise, odor, and sanitation-related pest issues affecting the surrounding neighborhood.

Mr. Kratzer stated that he had previously submitted complaints to the City and the Broken Bow Police Department and inquired about additional steps that could be taken to develop and enforce an ordinance to address the situation.

City Administrator Schmidt indicated that the property is known to the City and that staff are currently awaiting documentation from an outside review before proceeding with further action. In the interim, Mayor Sonnichsen encouraged the residents to continue documenting their concerns and to submit written statements to the City. He further noted that while current City ordinances do not restrict the keeping of livestock within city limits, they do contain provisions prohibiting nuisance properties that generate offensive odors and noise. Mayor Sonnichsen concluded by encouraging members of the Council to drive by the property in question.

Zoning Administrator Jacob Holcomb concluded with a public service announcement regarding the Planning Commission meeting that will take place on Thursday, August 6, 2026 at 12:00 noon in the Municipal Building Auditorium where they will further discuss the proposed Data Center ordinance.

There were no Mayor and Council comments.

Moved by Wamsley, seconded by Holland, to adjourn the City Council meeting at 6:21 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

<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>	
PARKS	AKRS Equipment-Parks									
40276	8/11/2026	8/11/2026		5,859.08	4527292, 4530716				Posted	
	09-3310.00				Inv# 4527292 Maintenance and repairs of		342.38		0.00	
	09-3310.00				Inv# 4530716 Maintenance and repairs of		342.38		0.00	
	09-3310.00				Inv# 4542428 Maintenance and repairs of		5,174.32		0.00	
							5,859.08		0.00	
	Adam Marshall Land & Auction LLC									
40277	8/11/2026	8/11/2026		7,200.00	144823				Posted	
	08-3410.00				Control# 144823 - Cat Pallet forks		7,200.00		0.00	
	Aflac									
40252	7/29/2026	7/29/2026		511.52					Posted	
	01-1501.00				PRE TAX AFLAC		511.52		0.00	
40253	7/29/2026	7/29/2026		119.50					Posted	
	01-1501.00				AFLAC POST TAX		119.50		0.00	
40267	8/11/2026	8/11/2026		283.95	July 2026				Posted	
	01-1501.00				Dave Aflac - July 2026		283.95		0.00	
BBAMBINC	Andy C Holland									
40268	8/11/2026	8/11/2026		100.00	July 2026				Posted	
	05-3334.00				Ambulance Incentive July 2026		100.00		0.00	
IV-STREETS	Auto Value Broken Bow									
40269	8/11/2026	8/11/2026		115.78	221014860, 5200				Posted	
	08-3310.00				Battery and spark plug		115.78		0.00	
40270	8/11/2026	8/11/2026		99.95	221014999, 4773				Posted	
	06-3310.00				Maintenance and repairs supplies		99.95		0.00	
40271	8/11/2026	8/11/2026		410.92	Acct# 22100090				Posted	
	05-3310.00				Inv 221014774 - Cleaning supplies		89.97		0.00	
	05-3310.00				Inv 221014870 - Cleaning supplies		4.99		0.00	
	05-3310.00				Inv 221014873 - Credit for core for battery		0.00		33.00	
	05-3310.00				Inv 221014865 - Batteries		348.96		0.00	
							443.92		33.00	
Ottawa	Barco Municipal Products Inc									
40342	8/11/2026	8/11/2026		1,165.00	IN0002736				Posted	
	08-3410.01				Safety cones		1,165.00		0.00	
	Beaver Bearing Co Albion									
40272	8/11/2026	8/11/2026		60.36	35262				Posted	
	08-3310.00				Equipment maintenance		60.36		0.00	
	Big O Termite Control									
40273	8/11/2026	8/11/2026		450.00	9883A				Posted	
	08-3311.00				Pest control		450.00		0.00	
	Billy Hendricks									
40274	8/11/2026	8/11/2026		98.00	July 2026				Posted	
	05-3334.00				Ambulance incentive - July 2026		98.00		0.00	
	Black Hills Energy									
40275	8/11/2026	8/11/2026		385.64	6/16-7/16/26				Posted	
	04-3220.00				Utilities-Gas PD		57.40		0.00	
	02-3220.00				Utilities-Gas City Hall		173.64		0.00	
	02-3220.20				Utilities-Gas Armory		154.60		0.00	
							385.64		0.00	
	Bound Tree Medical									
40278	8/11/2026	8/11/2026		2,125.27	Acct# 112634				Posted	
	05-3338.00				Inv# 86261304 EMS Medical supplies		1,193.90		0.00	
	05-3338.00				Inv# 86282982 EMS Medical supplies		209.80		0.00	
	05-3338.00				Inv# 86288230 EMS Medical supplies		227.80		0.00	
	05-3338.00				Inv# 86297002 EMS Medical supplies		235.93		0.00	
	05-3338.00				Inv# 86128766 EMS Medical supplies		257.84		0.00	
							2,125.27		0.00	
	Breanna Holmes									
40279	8/11/2026	8/11/2026		108.00	July 2026				Posted	
	05-3334.00				Ambulance incentive - July 2026		108.00		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>
Broken Bow Airport Authority (continued)										
40280	8/11/2026	8/11/2026	1,083.33	Aug 2026						Posted
	01-3409.00			Airport Interlocal Agreement					1,083.33	0.00
JTILITY BILL	Broken Bow Municipal Utilities									
40281	8/11/2026	8/11/2026	8,978.45	6/15-7/15/26						Posted
	01-3213.00			Utilities - Radio Tower					27.03	0.00
	02-3220.00			Utilities - City Hall					849.19	0.00
	04-3315.00			Utilities - Dog Pound					49.11	0.00
	04-3220.00			Utilities - Police					534.36	0.00
	07-3220.00			Utilities - Library					1,051.01	0.00
	08-3220.00			Utilities - Streets shop (2/3)					315.96	0.00
	09-3220.00			Utilities - Parks shop (1/3)					157.98	0.00
	08-3220.00			Utilities - Streets Blue shop					25.17	0.00
	09-3220.00			Utilities - Parks					1,872.75	0.00
	02-3220.30			Utilities - Downtown RR					78.94	0.00
	10-3220.00			Utilities - Pool					3,663.06	0.00
	11-3220.00			Utilities - Tree Dump					43.18	0.00
	02-3220.20			Utilities - Armory					310.71	0.00
									8,978.45	0.00
Broken Bow Rural Fire Board										
40282	8/11/2026	8/11/2026	555.83	117						Posted
	05-3220.00			Utilities - BBMU and Black hills					198.91	0.00
	06-3220.00			Utilities - BBMU and Black hills					198.91	0.00
	05-3221.00			Internet - Great Plains					79.01	0.00
	06-3221.00			Internet - Great Plains					79.00	0.00
									555.83	0.00
CC Court	Capitol One Bank									
40266	7/29/2026	7/29/2026	67.62							Posted
	01-1504.00			WAGE GARNISHMENT					67.62	0.00
Streets-4834	Card Services 4834									
40283	8/11/2026	8/11/2026	1,631.77	8/1/26						Posted
	08-3348.00			Signal lights					217.15	0.00
	10-3311.00			Pool supplies					927.61	0.00
	09-3225.00			Fuel					487.01	0.00
									1,631.77	0.00
MSFire-5174	Card Services 5174									
40284	8/11/2026	8/11/2026	3,634.04	8/1/26						Posted
	05-3440.00			Transport meals and snacks					401.65	0.00
	05-3225.00			Fuel					213.41	0.00
	06-3223.00			Supplies - flash drives stamps, trash bags					90.91	0.00
	05-3332.00			Bleach					3.21	0.00
	05-3310.00			Pump sprayer and extension reel					123.23	0.00
	06-3310.00			Lights for truck 60					500.39	0.00
	05-3338.00			Fed-Ex med locks					406.89	0.00
	06-3410.00			Light bar					413.37	0.00
	05-3361.00			Cargo shorts					111.24	0.00
	06-3311.00			Maintenance bldg - cigarette end container					131.46	0.00
	05-3202.00			Hotel rooms for conference					908.28	0.00
	06-3221.00			Internet - Starlink					330.00	0.00
									3,634.04	0.00
Office-0583	Card Services 0583									
40286	8/11/2026	8/11/2026	3,724.63	8/1/26						Posted
	01-3216.10			Software fees - Claude					200.00	0.00
	01-3223.00			Postage and office supplies					178.17	0.00
	02-3223.00			Supplies: highlighters and computer fan st					71.02	0.00
	02-4202.00			Office furniture for Clerk's office					3,275.44	0.00
									3,724.63	0.00
ansport-8031	Card Services - EMS Transport Card 8031									
40287	8/11/2026	8/11/2026	54.78	8/1/26						Posted
	05-3440.00			Meeting supper					54.78	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>
Dave-0609	Card Services 0609 (continued)									
40285	8/11/2026	8/11/2026	5,824.35	8/1/26						Posted
	01-3216.10					Software fees - Remarkable			4.27	0.00
	01-3420.00					Admin vehicle maintenance			100.47	0.00
	01-3223.00					Supplies - snacks and sodas for budget, cc			216.12	0.00
	02-4202.00					Flags, council chambers upgrades, Treasu			5,437.87	0.00
	02-3205.00					Meal during Budget meeting			65.62	0.00
									5,824.35	0.00
	Central Nebraska Pest Control									
40288	8/11/2026	8/11/2026	195.00	947						Posted
	04-3311.00					Pest control at PD			195.00	0.00
40289	8/11/2026	8/11/2026	65.00	944						Posted
	06-3311.00					Pest control at Fire Hall			65.00	0.00
Police	Century Link									
40290	8/11/2026	8/11/2026	373.02	7/28/26 33384904						Posted
	04-3221.00					Long distance			373.02	0.00
40291	8/11/2026	8/11/2026	102.95	7/28/26 333594161						Posted
	09-3221.00					Phone and internet			102.95	0.00
40292	8/11/2026	8/11/2026	53.19	7/28/26 33394525						Posted
	10-3221.00					Pool-Basic & credit card			53.19	0.00
40293	8/11/2026	8/11/2026	86.03	7/28/26 33352924						Posted
	01-3221.00					General -Basic & Long Distance Radio			86.03	0.00
AMBIN	Chad Hempstead									
40294	8/11/2026	8/11/2026	165.00	July 2026						Posted
	05-3334.00					Ambulance incentive - July 2026			165.00	0.00
	Christina Watson									
40295	8/11/2026	8/11/2026	100.00	July 2026						Posted
	05-3334.00					Ambulance incentive - July 2026			100.00	0.00
	City Flex Benefit Plan									
40254	7/29/2026	7/29/2026	769.79							Posted
	01-1501.00					SELECT FLEX-UNREIMBURSED M/D/V			769.79	0.00
40255	7/29/2026	7/29/2026	192.30							Posted
	01-1501.00					SELECT FLEX-DEPENDENT CARE			192.30	0.00
ns Reb-PayR	City of Broken Bow - Health Insurance									
40265	7/29/2026	7/29/2026	5,561.66							Posted
	01-1501.00					HEALTH INSURANCE			5,561.66	0.00
40296	8/11/2026	8/11/2026	44,838.15	July 2026						Posted
	01-3104.00					Health Insurance - July 2026			4,289.18	0.00
	02-3104.00					Health Insurance - July 2026			1,168.42	0.00
	04-3104.00					Health Insurance - July 2026			14,942.57	0.00
	05-3104.00					Health Insurance - July 2026			3,505.25	0.00
	06-3104.00					Health Insurance - July 2026			1,168.41	0.00
	07-3104.00					Health Insurance - July 2026			2,238.10	0.00
	08-3104.00					Health Insurance - July 2026			12,852.57	0.00
	09-3104.00					Health Insurance - July 2026			4,673.65	0.00
									44,838.15	0.00
	City of Broken Bow Pension Fund									
40256	7/29/2026	7/29/2026	3,233.84							Posted
	01-1513.00					RETIREMENT LOAN PAYMENT			3,233.84	0.00
40257	7/29/2026	7/29/2026	13,113.14							Posted
	01-1502.00					414H RETIREMENT			13,113.14	0.00
40258	7/29/2026	7/29/2026	1,839.90							Posted
	01-1502.00					457 RETIREMENT			1,839.90	0.00
	Cody Neville									
40297	8/11/2026	8/11/2026	113.00	July 2026						Posted
	05-3334.00					Ambulance incentive - July 2026			113.00	0.00
	Colonial Insurance									
40250	7/29/2026	7/29/2026	679.00							Posted
	01-1501.00					COLONIAL LIFE PRE TAX			679.00	0.00
40251	7/29/2026	7/29/2026	383.11							Posted
	01-1501.00					COLONIAL LIFE POST TAX			383.11	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)										
40298	8/11/2026	8/11/2026			945.85	July 2026				Posted
	01-1501.00					Dave insurance - July 2026			833.73	0.00
	01-1501.00					Company paid insurance - July 2026			112.12	0.00
									<u>945.85</u>	<u>0.00</u>
558 City Custer County Chief										
40299	8/11/2026	8/11/2026			741.78	Acct# 558				Posted
	01-3209.00					Inv# 300033442 Printing and publications			136.89	0.00
	01-3209.00					Inv# 300033446 Printing and publications			197.73	0.00
	01-3209.00					Inv# 300033449 Printing and publications			18.33	0.00
	01-3209.00					Inv# 300033523 Printing and publications			14.43	0.00
	01-3209.00					Inv# 300033524 Printing and publications			14.04	0.00
	01-3209.00					Inv# 300033525 Printing and publications			14.04	0.00
	01-3209.00					Inv# 300033562 Printing and publications			18.33	0.00
	01-3209.00					Inv# 300033565 Printing and publications			18.33	0.00
	01-3209.00					Inv# 300033597 Printing and publications			93.99	0.00
	01-3209.00					Inv# 300033595 Printing and publications			35.10	0.00
	01-3209.00					Inv# 300033599 Printing and publications			55.38	0.00
	01-3209.00					Inv# 300033598 Printing and publications			125.19	0.00
									<u>741.78</u>	<u>0.00</u>
Custer County Treasurer										
40300	8/11/2026	8/11/2026			19,384.45	Aug 2026				Posted
	01-3217.00					Communications Interlocal Agreement - Au			19,384.45	0.00
Custer Public Power										
40301	8/11/2026	8/11/2026			58.55	6/24-7/23/26				Posted
	11-3220.00					CD Cell Power			58.55	0.00
David Baltz										
40302	8/11/2026	8/11/2026			520.00	July 2026				Posted
	05-3334.00					Ambulance incentive - July 2026			520.00	0.00
Dennis Schiller										
40303	8/11/2026	8/11/2026			60.00	July 2026				Posted
	05-3334.00					Amulance incentive - July 2026			60.00	0.00
Deterdings										
40304	8/11/2026	8/11/2026			2,964.39	232856-2				Posted
	10-3432.00					Pool chemicals			2,964.39	0.00
Doyle Wood										
40305	8/11/2026	8/11/2026			125.00	July 2026				Posted
	05-3334.00					Ambulance incentive - July 2026			125.00	0.00
Dutton Lainson										
40306	8/11/2026	8/11/2026			4,392.00	932165				Posted
	08-3422.01					Street lights			4,392.00	0.00
EFTPS Online Payment										
40261	7/29/2026	7/29/2026			3,925.56					Posted
	01-1500.00					MEDICARE			3,925.56	0.00
40262	7/29/2026	7/29/2026			10,466.85					Posted
	01-1500.00					FEDERAL MARRIED			4,508.17	0.00
	01-1500.00					FEDERAL SINGLE			4,162.13	0.00
	01-1500.00					Federal Head of Household			510.27	0.00
	01-1500.00					2020 Federal Married			1,286.28	0.00
									<u>10,466.85</u>	<u>0.00</u>
40263	7/29/2026	7/29/2026			16,785.18					Posted
	01-1500.00					SOCIAL SECURITY			16,785.18	0.00

EZ IT Solutions

<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>
EZ IT Solutions (continued)										
40307	8/11/2026	8/11/2026			7,000.00	July 2026				Posted
	01-3438.00					IT Services - Admin			2,050.00	0.00
	02-3438.00					IT Services - City offices			600.00	0.00
	03-3438.00					IT Services - Handi Bus			200.00	0.00
	04-3438.00					IT Services - Police			1,800.00	0.00
	05-3438.00					IT Services - Ambulance			550.00	0.00
	06-3438.00					IT Services - Fire			400.00	0.00
	08-3438.00					IT Services - Streets			400.00	0.00
	09-3438.00					IT Services - Parks			200.00	0.00
	10-3438.00					IT Services - Pool			200.00	0.00
	07-3438.00					IT Services - Library			600.00	0.00
									7,000.00	0.00
Eakes Office Products										
40308	8/11/2026	8/11/2026			278.89	Acct# 309621				Posted
	01-3223.00					Office supplies: Darren's business cards ar			36.55	0.00
	01-3221.00					City phones			223.27	0.00
	10-3221.00					Pool phone			19.07	0.00
									278.89	0.00
Elizabeth Baumgartner										
40309	8/11/2026	8/11/2026			150.00	July 2026				Posted
	05-3334.00					Ambulance incentive - July 2026			150.00	0.00
Evans Feed Co.										
40310	8/11/2026	8/11/2026			22.50	833092				Posted
	09-3430.00					Fish food			22.50	0.00
Family Heritage										
40259	7/29/2026	7/29/2026			25.50					Posted
	01-1501.00					FAMILY HERITAGE			25.50	0.00
Figgins Construction Co										
40311	8/11/2026	8/11/2026			121,339.65	760				Posted
	08-3426.00					Armor coating			121,339.65	0.00
First Response Billing Associates, LLC										
40312	8/11/2026	8/11/2026			2,703.33	1113				Posted
	05-3336.00					Ambulance billing			2,703.33	0.00
Fyr-Tek										
40313	8/11/2026	8/11/2026			560.86	S22586-9				Posted
	06-3310.00					Repairs to 2005 Freightliner Engine foam s			560.86	0.00
Gina Gorham										
40314	8/11/2026	8/11/2026			294.00	July 2026				Posted
	05-3334.00					Ambulance incentive - July 2026			294.00	0.00
Great Plains Communications										
40315	8/11/2026	8/11/2026			195.90	Library 8/1/26				Posted
	07-3221.00					Phone and Internet			195.90	0.00
40316	8/11/2026	8/11/2026			150.00	Streets 8/1/26				Posted
	08-3221.00					Internet			150.00	0.00
40317	8/11/2026	8/11/2026			289.95	City Hall 8/1/26				Posted
	02-3220.00					Internet			289.95	0.00
40318	8/11/2026	8/11/2026			84.95	DTRR 8/1/26				Posted
	02-3220.30					Internet - Downtown RR			84.95	0.00
Hometown Leasing										
40319	8/11/2026	8/11/2026			73.57	Library #9687				Posted
	07-3216.00					Library copier lease			73.57	0.00
40320	8/11/2026	8/11/2026			116.65	PD #9663				Posted
	04-3216.00					PD copier lease			116.65	0.00
40321	8/11/2026	8/11/2026			291.12	Admin # 9978				Posted
	01-3216.00					Dave's copier lease			291.12	0.00
40322	8/11/2026	8/11/2026			55.33	FireEMS # 1723				Posted
	05-3216.00					Fire EMS copier lease			27.66	0.00
	06-3216.00					Fire EMS copier lease			27.67	0.00
									55.33	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>
Internal Revenue Service (continued)										
40323	8/11/2026	8/11/2026			2,336.57	941/720 2020-21				Posted
	01-1500.00					Late reporting fee on 2020-21 Forms 941 e			2,336.57	0.00
welding	Island Supply Welding Co.									
40324	8/11/2026	8/11/2026			37.20	376718				Posted
	05-3338.00					Oxygen			37.20	0.00
JEO										
40325	8/11/2026	8/11/2026			5,396.25	175551				Posted
	12-4200.00					BBow Fairgrounds to memorial drive sanit			5,396.25	0.00
Jacob Holcomb										
40326	8/11/2026	8/11/2026			20.00	7/20/26				Posted
	01-3223.20					Reimbursement for filing fee for Variance p			20.00	0.00
Jess Hightower										
40327	8/11/2026	8/11/2026			15.00	July 2026				Posted
	05-3334.00					Ambulance incentive - July 2026			15.00	0.00
Kelly Gorham										
40328	8/11/2026	8/11/2026			407.00	July 2026				Posted
	05-3334.00					Ambulance incentive - July 2026			407.00	0.00
Kelvin Kreitman										
40329	8/11/2026	8/11/2026			60.00	July 2026				Posted
	05-3334.00					Ambulance incentive - July 2026			60.00	0.00
Londa Wood										
40330	8/11/2026	8/11/2026			125.00	July 2026				Posted
	05-3334.00					Ambulance incentive - July 2026			125.00	0.00
EMS FIRE	Macqueen									
40331	8/11/2026	8/11/2026			237.91	INV17504				Posted
	06-3410.00					Hydrant bag			237.91	0.00
40332	8/11/2026	8/11/2026			5,075.12	INV16168				Posted
	06-3310.00					Repairs to 2000 Pierce 100 foot tower truck			5,075.12	0.00
Mason Holmes										
40333	8/11/2026	8/11/2026			319.00	July 2026				Posted
	05-3334.00					Ambulance incentive - July 2026			319.00	0.00
Mead Lumber										
40334	8/11/2026	8/11/2026			686.35	Acct# 06C3720-2				Posted
	09-3339.00					Inv# 13683015-I Tomahawk Park Bathroom			32.78	0.00
	09-3339.00					Inv# 13734208-I Tomahawk Park Bathroom			497.45	0.00
	09-3339.00					Inv# 13735295-I Tomahawk Park Bathroom			29.97	0.00
	09-3339.00					Inv# 13744210-I Tomahawk Park Bathroom			76.16	0.00
	09-3339.00					Inv# 13749321-I Tomahawk Park Bathroom			49.99	0.00
									686.35	0.00
BBAMINC	Michael Jilg									
40335	8/11/2026	8/11/2026			632.00	July 2026				Posted
	05-3334.00					Ambulance incentive - July 2026			632.00	0.00
Midland Telecom										
40336	8/11/2026	8/11/2026			1,980.00	38947				Posted
	06-3410.00					Pagers			1,980.00	0.00
Midwest Alarm Services										
40337	8/11/2026	8/11/2026			75.00	10008032 StreetsF				Posted
	09-3310.00					Equipment maintenance- Fire extinguisher			37.50	0.00
	08-3310.00					Equipment maintenance- Fire extinguisher			37.50	0.00
									75.00	0.00
40338	8/11/2026	8/11/2026			140.00	10008032 FireHall				Posted
	06-3310.00					Fire extinguisher inspection - Fire Hall			140.00	0.00
40339	8/11/2026	8/11/2026			30.00	10008032 PD				Posted
	04-3311.00					Fire extinguisher inspection			30.00	0.00
40340	8/11/2026	8/11/2026			40.00	10008032 City Hall				Posted
	02-3311.00					Fire extinguisher inspection			40.00	0.00
Mishele Wooters										
40341	8/11/2026	8/11/2026			48.00	July 2026				Posted
	05-3334.00					Ambulance incentive - July 2026			48.00	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>
1	Nebraska Child Support Payment Center (continued)									
40260	7/29/2026	7/29/2026	336.47							Posted
	01-1503.00					CHILD SUPPORT-NE			336.47	0.00
	Nebraska Law Enforcement Training Center									
40374	8/11/2026	8/11/2026	142.00	16815						Posted
	04-3313.00					Materials and chrome book for new officer			142.00	0.00
	Nicholas Gaddy									
40343	8/11/2026	8/11/2026	234.00	July 2026						Posted
	05-3334.00					Ambulance incentive - July 2026			234.00	0.00
40344	8/11/2026	8/11/2026	51.03							Posted
	06-3313.00					Reimbursement for meals on LFR RA Trail			51.03	0.00
	Nissa Shelby									
40345	8/11/2026	8/11/2026	30.00	July 2026						Posted
	05-3334.00					Ambulance incentive - July 2026			30.00	0.00
	O'Reilly Auto Parts									
40346	8/11/2026	8/11/2026	27.48	6070-175696						Posted
	05-3310.00					Vehicle cleaning supplies			27.48	0.00
40347	8/11/2026	8/11/2026	49.97	6070-175695						Posted
	06-3310.00					Vehicle cleaning supplies			49.97	0.00
40348	8/11/2026	8/11/2026	23.99	6070-175448						Posted
	08-3310.00					Equipment maintenance - polishing cloths			23.99	0.00
	Quill Corporation									
40349	8/11/2026	8/11/2026	122.16	49749149						Posted
	04-3223.00					Supplies			122.16	0.00
Fire Dept	RT Ace, LLC									
40351	8/11/2026	8/11/2026	119.41	Fire # 799						Posted
	06-3223.00					Supplies: Tape, driveway marker, rug gripp			479.39	0.00
	06-3223.00					Store credit per Joe F.			0.00	359.98
									479.39	359.98
40352	8/11/2026	8/11/2026	56.99	EMS #1229						Posted
	05-3223.00					Roundup weed killer			56.99	0.00
40350	8/11/2026	8/11/2026	1,023.91	Parks #1295						Posted
	10-3339.00					Pool repairs			12.37	0.00
	09-3339.00					Ground maintenance - Parks			1,011.54	0.00
									1,023.91	0.00
40353	8/11/2026	8/11/2026	98.54	Streets #1297						Posted
	08-3310.00					Equipment repairs			98.54	0.00
40354	8/11/2026	8/11/2026	74.28	City Hall # 1293						Posted
	02-3311.00					Supplies for building repairs and maintenai			74.28	0.00
	Rebecca Neumiller									
40355	8/11/2026	8/11/2026	272.00	July 2026						Posted
	05-3334.00					Ambulance incentive - July 2026			272.00	0.00
	Rebeka Anderson									
40356	8/11/2026	8/11/2026	155.00	July 2026						Posted
	05-3334.00					Ambulance incentive - July 2026			155.00	0.00
AMBINCEN	Reed Schaefer									
40357	8/11/2026	8/11/2026	95.00	July 2026						Posted
	05-3334.00					Ambulance incentive - July 2026			95.00	0.00
BBEMSINC	Robert Harrold									
40358	8/11/2026	8/11/2026	5.00	July 2026						Posted
	05-3334.00					Ambulance incentive - July 2026			5.00	0.00
	S&L Sanitary Service									
40359	8/11/2026	8/11/2026	62.30	7/31/26 Acct# 2						Posted
	09-3219.00					Trask pick up around the square			62.30	0.00
	Sara J. Hulinsky									
40360	8/11/2026	8/11/2026	837.00	July 2026						Posted
	07-3419.01					Cleaning service - July 2026			837.00	0.00
	Sayler Screenprinting									
40361	8/11/2026	8/11/2026	110.00	187686631						Posted
	04-3313.00					PT clothes for training			110.00	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>
State Income Tax WH NE Online Payment (continued)										
40264	7/29/2026	7/29/2026			4,135.65					Posted
	01-1500.00					STATE MARRIED			2,387.58	0.00
	01-1500.00					STATE SINGLE			1,748.07	0.00
									<u>4,135.65</u>	<u>0.00</u>
Stryker Sales, LLC										
40362	8/11/2026	8/11/2026			87.00	9212951182				Posted
	04-3310.00					Electrode			87.00	0.00
Sylvia Schiller										
40363	8/11/2026	8/11/2026			75.00	July 2026				Posted
	05-3334.00					Ambulance incentive - July 2026			75.00	0.00
Taylor's Heating & Cooling Inc										
40364	8/11/2026	8/11/2026			236.00	1875				Posted
	04-3311.00					Repairs to AC unit at PD			236.00	0.00
Tracker Systems										
40365	8/11/2026	8/11/2026			16.99	288454				Posted
	03-3438.00					Tracker for Handi Bus			16.99	0.00
HANDIBUS	Trotter Service									
40366	8/11/2026	8/11/2026			40.00	8050				Posted
	03-3310.00					Tire rotation			40.00	0.00
Troy Mack										
40367	8/11/2026	8/11/2026			90.00	July 2026				Posted
	05-3334.00					Ambulance incentive - July 2026			90.00	0.00
Van Diest Supply Co										
40368	8/11/2026	8/11/2026			146.68	78608, 78609				Posted
	09-3339.00					Inv# 78608 - Ground maintenance - chemi			26.63	0.00
	09-3339.00					Inv# 78609 - Ground maintenance - chemi			120.05	0.00
									<u>146.68</u>	<u>0.00</u>
Verizon Wireless										
40369	8/11/2026	8/11/2026			280.17	Police 6/26-7/27/26				Posted
	04-3221.00					Police Internet for Ipads			280.17	0.00
40372	8/11/2026	8/11/2026			155.90	7/2-8/1/26				Posted
	06-3221.00					Fire Jetpacks			40.01	0.00
	05-3221.00					ALS Phone			40.01	0.00
	03-3221.00					Handi bus phone			35.84	0.00
	05-3221.00					EMS Lifepack monitors			40.04	0.00
									<u>155.90</u>	<u>0.00</u>
40373	8/11/2026	8/11/2026			280.07	7/2-8/1/26 Phones				Posted
	01-3221.00					Zoning tablet			40.01	0.00
	05-3221.00					EMS Jetpacks			80.02	0.00
	01-3221.00					Dave's hotspot			40.01	0.00
	08-3221.00					Streets dept phone			40.01	0.00
	09-3221.00					Parks dept phone			40.01	0.00
	06-3221.00					Andy's phone			40.01	0.00
									<u>280.07</u>	<u>0.00</u>
Wade Williams										
40370	8/11/2026	8/11/2026			95.00	July 2026				Posted
	05-3334.00					Ambulance incentive - July 2026			95.00	0.00
Streets-1243	Wenquist, Inc.									
40371	8/11/2026	8/11/2026			402.81	Acct# 1243 Streets				Posted
	08-3310.00					Inv# 475080 Equipment repairs			57.41	0.00
	08-3310.00					Inv# 476080 Equipment repairs			23.99	0.00
	08-3310.00					Inv# 476138 Equipment repairs			29.28	0.00
	08-3310.00					Inv# 476293 Equipment repairs			26.88	0.00
	08-3310.00					Inv# 476873 Equipment repairs			144.95	0.00
	08-3310.00					Inv# 477740 Equipment repairs			120.30	0.00
									<u>402.81</u>	<u>0.00</u>

Accounts Payable Detail Listing

City of Broken Bow

Vend# Vendor Name

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

			338,141.86	125 Non-voided payables listed.				
--	--	--	------------	---------------------------------	--	--	--	--

Report Setup

AP - Accounts Payable Listing : Vendor Name

Filter Options

Starting: 7/29/2026

Ending: 8/11/2026

Banks: All

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

All Vendors Selected

Biweekly Payroll 7/29/26 \$97,677.66

Check Approval List - GL Account

8/7/2026 9:11:36 AM

City of Broken Bow

Page 1 of 5

<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	511.52
Aflac		AFLAC POST TAX	Health/Life/Acc Insuranc	119.50
Aflac	July 2026	Dave Aflac - July 2026	Health/Life/Acc Insuranc	283.95
Broken Bow Airport Authority	Aug 2026	Airport Interlocal Agreement	Airport Payment	1,083.33
Broken Bow Municipal Utilities	6/15-7/15/	Utilities	Weather Station Expens	27.03
Capitol One Bank		WAGE GARNISHMENT	Wage Garnishment	67.62
Card Services 0583	8/1/26	Postage and supplies, office furniture for Cl	Software Fees	200.00
Card Services 0583	8/1/26	Postage and supplies, office furniture for Cl	Supplies & Postage	178.17
Card Services 0609	8/1/26	Software fees, admin veh maint, council cha	Software Fees	4.27
Card Services 0609	8/1/26	Software fees, admin veh maint, council cha	Supplies & Postage	216.12
Card Services 0609	8/1/26	Software fees, admin veh maint, council cha	Admin Vehicle	100.47
Century Link	7/28/26 3:		Telephone/Internet	86.03
City Flex Benefit Plan		SELECT FLEX-UNREIMBURSED M/D/V	Health/Life/Acc Insuranc	769.79
City Flex Benefit Plan		SELECT FLEX-DEPENDENT CARE	Health/Life/Acc Insuranc	192.30
City of Broken Bow - Health Insurance		HEALTH INS	Health/Life/Acc Insuranc	5,561.66
City of Broken Bow - Health Insurance	July 2026	July 2026 health insurance reimbursement	Health Insurance	4,289.18
City of Broken Bow Pension Fund		414H RETIREMENT	Pension	13,113.14
City of Broken Bow Pension Fund		457 RETIREMENT	Pension	1,839.90
City of Broken Bow Pension Fund		RETIREMENT LOAN PAYMENT	Loan Payment	3,233.84
Colonial Insurance		COLONIAL LIFE PRE TAX	Health/Life/Acc Insuranc	679.00
Colonial Insurance		COLONIAL LIFE POST TAX	Health/Life/Acc Insuranc	383.11
Colonial Insurance	July 2026	Dave and company paid insurance - July 20	Health/Life/Acc Insuranc	833.73
Colonial Insurance	July 2026	Dave and company paid insurance - July 20	Health/Life/Acc Insuranc	112.12
Custer County Chief	Acct# 558	Printing and publications	Printing & Publication	136.89
Custer County Chief	Acct# 558	Printing and publications	Printing & Publication	197.73
Custer County Chief	Acct# 558	Printing and publications	Printing & Publication	18.33
Custer County Chief	Acct# 558	Printing and publications	Printing & Publication	14.43
Custer County Chief	Acct# 558	Printing and publications	Printing & Publication	14.04
Custer County Chief	Acct# 558	Printing and publications	Printing & Publication	14.04
Custer County Chief	Acct# 558	Printing and publications	Printing & Publication	18.33
Custer County Chief	Acct# 558	Printing and publications	Printing & Publication	18.33
Custer County Chief	Acct# 558	Printing and publications	Printing & Publication	93.99
Custer County Chief	Acct# 558	Printing and publications	Printing & Publication	35.10
Custer County Chief	Acct# 558	Printing and publications	Printing & Publication	55.38
Custer County Chief	Acct# 558	Printing and publications	Printing & Publication	125.19
Custer County Treasurer	Aug 2026	Communications Interlocal Agreement - Aug	Radio Communications	19,384.45
EFTPS Online Payment		MEDICARE	Payroll Taxes	3,925.56
EFTPS Online Payment		FEDERAL	Payroll Taxes	4,508.17
EFTPS Online Payment		FEDERAL	Payroll Taxes	4,162.13
EFTPS Online Payment		FEDERAL	Payroll Taxes	510.27
EFTPS Online Payment		FEDERAL	Payroll Taxes	1,286.28
EFTPS Online Payment		FICA	Payroll Taxes	16,785.18
EZ IT Solutions	July 2026	IT Services	IT Expense	2,050.00
Eakes Office Products	Acct# 309	Office supplies, business cards, and phones	Telephone/Internet	223.27
Eakes Office Products	Acct# 309	Office supplies, business cards, and phones	Supplies & Postage	36.55
Family Heritage		FAMILY HERITAGE	Health/Life/Acc Insuranc	25.50
Hometown Leasing	Admin # 9	Dave's copier lease	Copier Maint/Expense	291.12
Internal Revenue Service	941/720 2	Late reporting fee on 2020-21 Forms 941 ar	Payroll Taxes	2,336.57
Jacob Holcomb	7/20/26	Reimbursement for filing fee for Variance pe	Filing Fees	20.00
Nebraska Child Support Payment Center		CHILD SUPPORT-NE	Child Support	336.47
State Income Tax WH NE Online Paymer		STATE	Payroll Taxes	2,387.58
State Income Tax WH NE Online Paymer		STATE	Payroll Taxes	1,748.07
Verizon Wireless	7/2-8/1/26	Phones and hotspots	Telephone/Internet	40.01
Verizon Wireless	7/2-8/1/26	Phones and hotspots	Telephone/Internet	40.01
Total General				\$94,724.75

Municipal Building

Check Approval List - GL Account

8/7/2026 9:11:36 AM

City of Broken Bow

Page 2 of 5

<u>Vendor Name</u>	<u>Invoice</u>	<u>Invoice Description</u>	<u>Account Description</u>	<u>Amount</u>
Municipal Building				
Black Hills Energy	6/16-7/16/	Utilities-Gas	Utilities	173.64
Black Hills Energy	6/16-7/16/	Utilities-Gas	Utilities - Armory	154.60
Broken Bow Municipal Utilities	6/15-7/15/	Utilities	Utilities	849.19
Broken Bow Municipal Utilities	6/15-7/15/	Utilities	Utilities - Armory	310.71
Broken Bow Municipal Utilities	6/15-7/15/	Utilities	Utilities - Downtown RR	78.94
Card Services 0583	8/1/26	Postage and supplies, office furniture for Clk	Supplies & Postage	71.02
Card Services 0583	8/1/26	Postage and supplies, office furniture for Clk	Building Improvements	3,275.44
Card Services 0609	8/1/26	Software fees, admin veh maint, council cha	Training & Meeting Expe	65.62
Card Services 0609	8/1/26	Software fees, admin veh maint, council cha	Building Improvements	5,437.87
City of Broken Bow - Health Insurance	July 2026	July 2026 health insurance reimbursement	Health Insurance	1,168.42
EZ IT Solutions	July 2026	IT Services	IT Expense	600.00
Great Plains Communications	City Hall 8	Internet	Utilities	289.95
Great Plains Communications	DTRR 8/1	Internet - Downtown RR	Utilities - Downtown RR	84.95
Midwest Alarm Services	10008032	Fire extinguisher inspection	Maintenance & Repair B	40.00
RT Ace, LLC	City Hall #	Supplies for building repairs and maintenanc	Maintenance & Repair B	74.28
Total Municipal Building				\$12,674.63
Handi Bus				
EZ IT Solutions	July 2026	IT Services	IT Expense	200.00
Tracker Systems	288454	Tracker for Handi Bus	IT Expense	16.99
Trotter Service	8050	Tire rotation	Maint/Repair Equipment	40.00
Verizon Wireless	7/2-8/1/26	Fire jetpack, ALS phone, Handi bus phone	Telephone/Internet	35.84
Total Handi Bus				\$292.83
Police				
Black Hills Energy	6/16-7/16/	Utilities-Gas	Utilities	57.40
Broken Bow Municipal Utilities	6/15-7/15/	Utilities	Utilities	534.36
Broken Bow Municipal Utilities	6/15-7/15/	Utilities	Dog Care	49.11
Central Nebraska Pest Control	947	Pest control at PD	Maintenance & Repair B	195.00
Century Link	7/28/26 3	Long distance	Telephone/Internet	373.02
City of Broken Bow - Health Insurance	July 2026	July 2026 health insurance reimbursement	Health Insurance	14,942.57
EZ IT Solutions	July 2026	IT Services	IT Expense	1,800.00
Hometown Leasing	PD #9663	PD copier lease	Copier Maint/Expense	116.65
Midwest Alarm Services	10008032	Fire extinguisher inspection	Maintenance & Repair B	30.00
Nebraska Law Enforcement Training Cen	16815	Materials and chrome book for new officer ti	Training	142.00
Quill Corporation	49749149	Supplies	Supplies & Postage	122.16
Saylor Screenprinting	18768663	PT clothes for training	Training	110.00
Stryker Sales, LLC	92129511	Electrode	Maint/Repair Equipment	87.00
Taylors Heating & Cooling Inc	1875	Repairs to AC unit at PD	Maintenance & Repair B	236.00
Verizon Wireless	Police 6/2	Wifi in patrol units	Telephone/Internet	280.17
Total Police				\$19,075.44
Rescue Unit				

Check Approval List - GL Account

8/7/2026 9:11:36 AM

City of Broken Bow

Page 3 of 5

<u>Vendor Name</u>	<u>Invoice</u>	<u>Invoice Description</u>	<u>Account Description</u>	<u>Amount</u>
Rescue Unit				
Andy C Holland	July 2026	Ambulance Incentive July 2026	Ambulance Driver Incent	100.00
Auto Value Broken Bow	Acct# 221	Batteries and cleaning supplies	Maint/Repair Equipment	89.97
Auto Value Broken Bow	Acct# 221	Batteries and cleaning supplies	Maint/Repair Equipment	4.99
Auto Value Broken Bow	Acct# 221	Batteries and cleaning supplies	Maint/Repair Equipment	(33.00)
Auto Value Broken Bow	Acct# 221	Batteries and cleaning supplies	Maint/Repair Equipment	348.96
Billy Hendricks	July 2026	Ambulance incentive - July 2026	Ambulance Driver Incent	98.00
Bound Tree Medical	Acct# 112	EMS Medical supplies	Ambulance Supplies	1,193.90
Bound Tree Medical	Acct# 112	EMS Medical supplies	Ambulance Supplies	209.80
Bound Tree Medical	Acct# 112	EMS Medical supplies	Ambulance Supplies	227.80
Bound Tree Medical	Acct# 112	EMS Medical supplies	Ambulance Supplies	235.93
Bound Tree Medical	Acct# 112	EMS Medical supplies	Ambulance Supplies	257.84
Breanna Holmes	July 2026	Ambulance incentive - July 2026	Ambulance Driver Incent	108.00
Broken Bow Rural Fire Board	117	Utilities and Internet	Utilities	198.91
Broken Bow Rural Fire Board	117	Utilities and Internet	Telephone/Internet	79.01
Card Services 5174	8/1/26	Transport meals, fuel, supplies, grounds ma	Education and Training	908.28
Card Services 5174	8/1/26	Transport meals, fuel, supplies, grounds ma	Gas and Oil	213.41
Card Services 5174	8/1/26	Transport meals, fuel, supplies, grounds ma	Maint/Repair Equipment	123.23
Card Services 5174	8/1/26	Transport meals, fuel, supplies, grounds ma	Laundry	3.21
Card Services 5174	8/1/26	Transport meals, fuel, supplies, grounds ma	Ambulance Supplies	406.89
Card Services 5174	8/1/26	Transport meals, fuel, supplies, grounds ma	Uniforms	111.24
Card Services 5174	8/1/26	Transport meals, fuel, supplies, grounds ma	Transport Expense	401.65
Card Services - EMS Transport Card 803	8/1/26	Meeting supper	Transport Expense	54.78
Chad Hempstead	July 2026	Ambulance incentive - July 2026	Ambulance Driver Incent	165.00
Christina Watson	July 2026	Ambulance incentive - July 2026	Ambulance Driver Incent	100.00
City of Broken Bow - Health Insurance	July 2026	July 2026 health insurance reimbursement	Health Insurance	3,505.25
Cody Neville	July 2026	Ambulance incentive - July 2026	Ambulance Driver Incent	113.00
David Baltz	July 2026	Ambulance incentive - July 2026	Ambulance Driver Incent	520.00
Dennis Schiller	July 2026	Amulance incentive - July 2026	Ambulance Driver Incent	60.00
Doyle Wood	July 2026	Ambulance incentive - July 2026	Ambulance Driver Incent	125.00
EZ IT Solutions	July 2026	IT Services	IT Expense	550.00
Elizabeth Baumgartner	July 2026	Ambulance incentive - July 2026	Ambulance Driver Incent	150.00
First Response Billing Associates, LLC	1113	Ambulance billing	Insurance Aid Fees	2,703.33
Gina Gorham	July 2026	Ambulance incentive - July 2026	Ambulance Driver Incent	294.00
Hometown Leasing	FireEMS #	Fire EMS copier lease	Copier Maint/Expense	27.66
Island Supply Welding Co.	376718	Oxygen	Ambulance Supplies	37.20
Jess Hightower	July 2026	Ambulance incentive - July 2026	Ambulance Driver Incent	15.00
Kelly Gorham	July 2026	Ambulance incentive - July 2026	Ambulance Driver Incent	407.00
Kelvin Kreitman	July 2026	Ambulance incentive - July 2026	Ambulance Driver Incent	60.00
Londa Wood	July 2026	Ambulance incentive - July 2026	Ambulance Driver Incent	125.00
Mason Holmes	July 2026	Ambulance incentive - July 2026	Ambulance Driver Incent	319.00
Michael Jilg	July 2026	Ambulance incentive - July 2026	Ambulance Driver Incent	632.00
Mishele Wooters	July 2026	Ambulance incentive - July 2026	Ambulance Driver Incent	48.00
Nicholas Gaddy	July 2026	Ambulance incentive - July 2026	Ambulance Driver Incent	234.00
Nissa Shelby	July 2026	Ambulance incentive - July 2026	Ambulance Driver Incent	30.00
O'Reilly Auto Parts	6070-1756	Vehicle cleaning supplies	Maint/Repair Equipment	27.48
RT Ace, LLC	EMS #122	Roundup weed killer	Supplies & Postage	56.99
Rebecca Neumiller	July 2026	Ambulance incentive - July 2026	Ambulance Driver Incent	272.00
Rebeka Anderson	July 2026	Ambulance incentive - July 2026	Ambulance Driver Incent	155.00
Reed Schaefer	July 2026	Ambulance incentive - July 2026	Ambulance Driver Incent	95.00
Robert Harrold	July 2026	Ambulance incentive - July 2026	Ambulance Driver Incent	5.00
Sylvia Schiller	July 2026	Ambulance incentive - July 2026	Ambulance Driver Incent	75.00
Troy Mack	July 2026	Ambulance incentive - July 2026	Ambulance Driver Incent	90.00
Verizon Wireless	7/2-8/1/26	Fire jetpack, ALS phone, Handi bus phone	Telephone/Internet	40.01
Verizon Wireless	7/2-8/1/26	Fire jetpack, ALS phone, Handi bus phone	Telephone/Internet	40.04
Verizon Wireless	7/2-8/1/26	Phones and hotspots	Telephone/Internet	80.02
Wade Williams	July 2026	Ambulance incentive - July 2026	Ambulance Driver Incent	95.00
Total Rescue Unit				\$16,594.78

Fire

Check Approval List - GL Account

8/7/2026 9:11:36 AM

City of Broken Bow

Page 4 of 5

<u>Vendor Name</u>	<u>Invoice</u>	<u>Invoice Description</u>	<u>Account Description</u>	<u>Amount</u>
Fire				
Auto Value Broken Bow	22101499	Maintenance and repairs supplies	Maint/Repair Equipment	99.95
Broken Bow Rural Fire Board	117	Utilities and Internet	Utilities	198.91
Broken Bow Rural Fire Board	117	Utilities and Internet	Telephone/Internet	79.00
Card Services 5174	8/1/26	Transport meals, fuel, supplies, grounds ma	Telephone/Internet	330.00
Card Services 5174	8/1/26	Transport meals, fuel, supplies, grounds ma	Supplies & Postage	90.91
Card Services 5174	8/1/26	Transport meals, fuel, supplies, grounds ma	Maint/Repair Equipment	500.39
Card Services 5174	8/1/26	Transport meals, fuel, supplies, grounds ma	Maintenance & Repair B	131.46
Card Services 5174	8/1/26	Transport meals, fuel, supplies, grounds ma	Equipment Purchases	413.37
Central Nebraska Pest Control	944	Pest control at Fire Hall	Maintenance & Repair B	65.00
City of Broken Bow - Health Insurance	July 2026	July 2026 health insurance reimbursement	Health Insurance	1,168.41
EZ IT Solutions	July 2026	IT Services	IT Expense	400.00
Fyr-Tek	S22586-9	Repairs to 2005 Freightliner Engine foam sy	Maint/Repair Equipment	560.86
Hometown Leasing	FireEMS #	Fire EMS copier lease	Copier Maint/Expense	27.67
Macqueen	INV16168	Repairs to 2000 Pierce 100 foot tower truck	Maint/Repair Equipment	5,075.12
Macqueen	INV17504	Hydrant bag	Equipment Purchases	237.91
Midland Telecom	38947	Pagers	Equipment Purchases	1,980.00
Midwest Alarm Services	10008032	Fire extinguisher inspection - Fire Hall	Maint/Repair Equipment	140.00
Nicholas Gaddy		Reimbursement for meals on LFR RA Traini	Training	51.03
O'Reilly Auto Parts	6070-1756	Vehicle cleaning supplies	Maint/Repair Equipment	49.97
RT Ace, LLC	Fire # 799	Supplies	Supplies & Postage	479.39
RT Ace, LLC	Fire # 799	Supplies	Supplies & Postage	(359.98)
Verizon Wireless	7/2-8/1/26	Fire jetpack, ALS phone, Handi bus phone	Telephone/Internet	40.01
Verizon Wireless	7/2-8/1/26	Phones and hotspots	Telephone/Internet	40.01
Total Fire				\$11,799.39
Library				
Broken Bow Municipal Utilities	6/15-7/15/	Utilities	Utilities	1,051.01
City of Broken Bow - Health Insurance	July 2026	July 2026 health insurance reimbursement	Health Insurance	2,238.10
EZ IT Solutions	July 2026	IT Services	IT Expense	600.00
Great Plains Communications	Library 8/	Phone and internet	Telephone/Internet	195.90
Hometown Leasing	Library #9	Library copier lease	Copier Maint/Expense	73.57
Sara J. Hulinsky	July 2026	Cleaning service - July 2026	Contracted Services	837.00
Total Library				\$4,995.58
Street				
Adam Marshall Land & Auction LLC	144823	Cat Pallet forks	Equipment Purchases	7,200.00
Auto Value Broken Bow	22101486	Battery and spark plug	Maint/Repair Equipment	115.78
Barco Municipal Products Inc	IN000273	Safety cones	Safety Equipment	1,165.00
Beaver Bearing Co Albion	35262	Equipment maintenance	Maint/Repair Equipment	60.36
Big O Termite Control	9883A	Pest control	Maintenance & Repair B	450.00
Broken Bow Municipal Utilities	6/15-7/15/	Utilities	Utilities	315.96
Broken Bow Municipal Utilities	6/15-7/15/	Utilities	Utilities	25.17
Card Services 4834	8/1/26	Pool supplies, fuel, signal lights	Street Signals/Maintena	217.15
City of Broken Bow - Health Insurance	July 2026	July 2026 health insurance reimbursement	Health Insurance	12,852.57
Dutton Lainson	932165	Street lights	Street Lighting	4,392.00
EZ IT Solutions	July 2026	IT Services	IT Expense	400.00
Figgins Construction Co	760	Armor coating	Armor Coating	121,339.65
Great Plains Communications	Streets 8/	Internet	Telephone/Internet	150.00
Midwest Alarm Services	10008032	Equipment maintenance - fire extinguisher i	Maint/Repair Equipment	37.50
O'Reilly Auto Parts	6070-1756	Equipment maintenance - polishing cloths	Maint/Repair Equipment	23.99
RT Ace, LLC	Streets #1	Equipment repairs	Maint/Repair Equipment	98.54
Verizon Wireless	7/2-8/1/26	Phones and hotspots	Telephone/Internet	40.01
Wenquist, Inc.	Acct# 124	Equipment repairs	Maint/Repair Equipment	57.41
Wenquist, Inc.	Acct# 124	Equipment repairs	Maint/Repair Equipment	23.99
Wenquist, Inc.	Acct# 124	Equipment repairs	Maint/Repair Equipment	29.28
Wenquist, Inc.	Acct# 124	Equipment repairs	Maint/Repair Equipment	26.88
Wenquist, Inc.	Acct# 124	Equipment repairs	Maint/Repair Equipment	144.95
Wenquist, Inc.	Acct# 124	Equipment repairs	Maint/Repair Equipment	120.30
Total Street				\$149,286.49
Park				

Check Approval List - GL Account

8/7/2026 9:11:36 AM

City of Broken Bow

Page 5 of 5

<u>Vendor Name</u>	<u>Invoice</u>	<u>Invoice Description</u>	<u>Account Description</u>	<u>Amount</u>
Park				
AKRS Equipment-Parks	4527292,	Maintenance and repairs of equipment	Maint/Repair Equipment	342.38
AKRS Equipment-Parks	4527292,	Maintenance and repairs of equipment	Maint/Repair Equipment	342.38
AKRS Equipment-Parks	4527292,	Maintenance and repairs of equipment	Maint/Repair Equipment	5,174.32
Broken Bow Municipal Utilities	6/15-7/15/	Utilities	Utilities	157.98
Broken Bow Municipal Utilities	6/15-7/15/	Utilities	Utilities	1,872.75
Card Services 4834	8/1/26	Pool supplies, fuel. signal lights	Gas and Oil	487.01
Century Link	7/28/26 3:	Phone and internet	Telephone/Internet	102.95
City of Broken Bow - Health Insurance	July 2026	July 2026 health insurance reimbursement	Health Insurance	4,673.65
EZ IT Solutions	July 2026	IT Services	IT Expense	200.00
Evans Feed Co.	833092	Fish food	Melham Lake	22.50
Mead Lumber	Acct# 06C	Grounds maintenance - Tomahawk Park Ba	Maintenance/Repair Gro	32.78
Mead Lumber	Acct# 06C	Grounds maintenance - Tomahawk Park Ba	Maintenance/Repair Gro	497.45
Mead Lumber	Acct# 06C	Grounds maintenance - Tomahawk Park Ba	Maintenance/Repair Gro	29.97
Mead Lumber	Acct# 06C	Grounds maintenance - Tomahawk Park Ba	Maintenance/Repair Gro	76.16
Mead Lumber	Acct# 06C	Grounds maintenance - Tomahawk Park Ba	Maintenance/Repair Gro	49.99
Midwest Alarm Services	10008032	Equipment maintenance - fire extinguisher i	Maint/Repair Equipment	37.50
RT Ace, LLC	Parks #12	Pool repairs and parks ground maintenance	Maintenance/Repair Gro	1,011.54
S&L Sanitary Service	7/31/26 A	Trask pick up around the square	Trash Removal	62.30
Van Diest Supply Co	78608, 78		Maintenance/Repair Gro	26.63
Van Diest Supply Co	78608, 78		Maintenance/Repair Gro	120.05
Verizon Wireless	7/2-8/1/26	Phones and hotspots	Telephone/Internet	40.01
		Total Park		\$15,360.30
Swimming Pool				
Broken Bow Municipal Utilities	6/15-7/15/	Utilities	Utilities	3,663.06
Card Services 4834	8/1/26	Pool supplies, fuel. signal lights	Maintenance & Repair B	927.61
Century Link	7/28/26 3:	Basic & credit card	Telephone/Internet	53.19
Deterdings	232856-2	Pool chemicals	Pool Chemicals	2,964.39
EZ IT Solutions	July 2026	IT Services	IT Expense	200.00
Eakes Office Products	Acct# 309	Office supplies, business cards, and phones	Telephone/Internet	19.07
RT Ace, LLC	Parks #12	Pool repairs and parks ground maintenance	Maintenance/Repair Gro	12.37
		Total Swimming Pool		\$7,839.69
Sanitation				
Broken Bow Municipal Utilities	6/15-7/15/	Utilities	Utilities	43.18
Custer Public Power	6/24-7/23/	CD Cell Power	Utilities	58.55
		Total Sanitation		\$101.73
ST Infra/Capital				
JEO	175551	BBow Fairgrounds to memorial drive sanitar	Sales Tax Infra Projects	5,396.25
		Total ST Infra/Capital		\$5,396.25
				\$338,141.86

Report Selection: Check Approval List - GL Account **Biweekly Payroll 7/29/26 \$97,677.66**
Date Range Selection: GL Posting Date
Starting Date: 7/29/2026
Ending Date: 8/11/2026
Banks: All
Bank Acct#:
Include Printed Checks: ☒

Return to Agenda

Completed Projects (FY 25/26)				City of Broken Bow	
Project #	Street Name	Start	End	Description of Work	Length (mi)
					Final Cost
				Normal Maintenance	

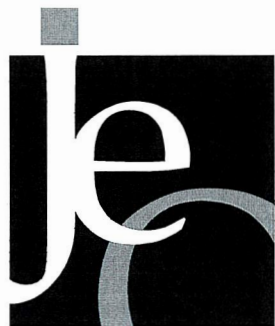
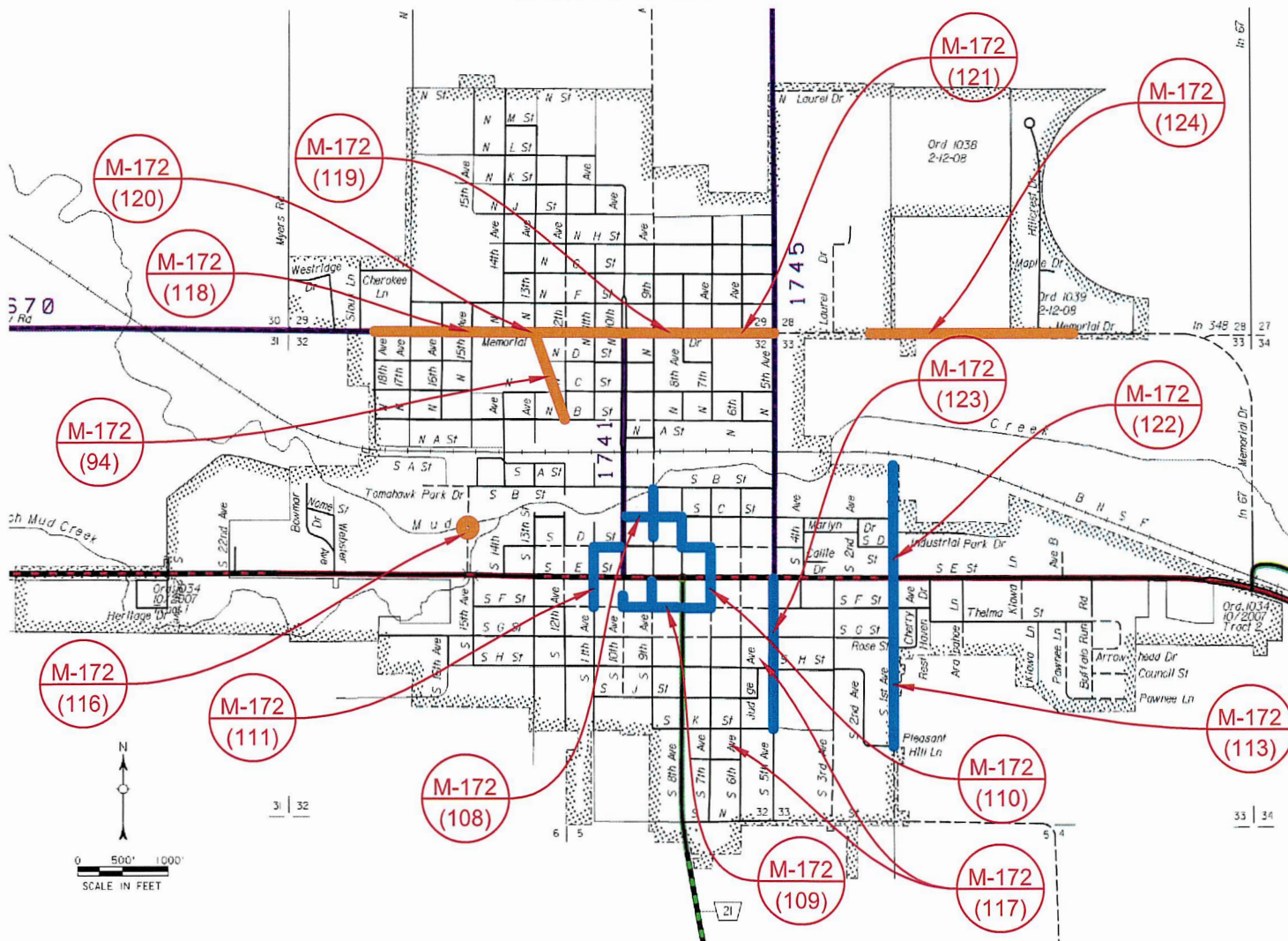
One Year Plan - Fiscal Year 2026/2027 Projects (October 1st to September 30th)					City of Broken Bow	
Project #	Street Name	Start	End	Description of Work	Length (mi)	Est. Cost
M-172-(116)	15th Avenue	Mud Creek	Mud Creek	Low Water Crossing, Concrete, Storm Water	0.1	\$ 510,000
M-172-(124)	Memorial Drive	405' E of Laurel Drive	Linden Ave	Concrete Trail, Grading, Storm Sewer, Erosion Control	0.40	\$ 587,000
M-172-(120)	Memorial Dr.	14th Ave	12th Avenue	Concrete, Storm Sewer, Sidewalk, ADA Ramps, Erosion Control	0.14	\$ 700,000
M-172-(121)	Memorial Dr.	7th Ave	5th Avenue	Concrete, Storm Sewer, Sidewalk, ADA Ramps, Erosion Control	0.13	\$ 700,000
M-172-(118)	Memorial Drive	18th Avenue	14th Avenue	Concrete Panel Replacement	0.27	\$ 200,000
M-172-(119)	Memorial Drive	12th Avenue	7th Avenue	Concrete Panel Replacement	0.29	\$ 200,000
M-172-(94)	Drainage Channel	North B Street and North 12th Avenue Intersection	West of North 13th Avenue and Memorial Drive Intersection	Concrete Paving, Grading, Concrete Channel Liner, Drainage Structure, Erosion Control	0.3	\$ 1,400,000
M-172-(117)	Misc Location	SE Area		ADA Ramps	0.1	TBD

Six Year Plan - Fiscal Year 2027/2028 to 2031/2032 Projects (October 1st to September 30th)					City of Broken Bow	
Project #	Street Name	Start	End	Description of Work	Length (mi)	Est. Cost
M-172-(113)	South 1st Avenue	Pleasant Hill Lane	South E Street	Concrete, Storm Sewer, ADA Ramps, Erosion Control	0.4	\$ 1,500,000
M-172-(108)	South 9th Avenue	North of South D Street	South B Street	Concrete, Sidewalk, ADA Ramps, Erosion Control	0.3	\$ 2,500,000
	South C Street	South 10th Avenue	South 8th Avenue			
	South 8th Avenue	South D Street	South C Street			
M-172-(109)	South 10th Avenue	South F Street	1/2 Block North of South F Street	Concrete, Sidewalk, ADA Ramps, Storm Sewer, Lighting, Erosion Control	0.3	\$ 1,500,000
	South 9th Avenue	South F Street	Highway 2			
	South F Street	South 10th Avenue	South 8th Avenue			
M-172-(110)	South D Street	South 8th Avenue	South 7th Avenue	Concrete, Sidewalk, ADA Ramps, Storm Sewer, Lighting, Erosion Control	0.3	\$ 2,500,000
	South 7th Avenue	South F Street	South D Street			
	South F Street	South 8th Avenue	South 7th Avenue			
M-172-(111)	South D Street	South 11th Avenue	South 10th Avenue	Concrete, Sidewalk, ADA Ramps, Storm Sewer, Lighting, Erosion Control	0.2	\$ 1,500,000
	South 11th Avenue	South F Street	South D Street			
M-172-(123)	5th Avenue	South K Street	South E Street	Concrete, Sidewalk, ADA Ramps, Storm Sewer, Erosion Control	0.3	\$ 884,000
M-172-(122)	1st Avenue	South E Street	Railroad ROW	Concrete, Sidewalk, ADA Ramps, Storm Sewer, Erosion Control	0.2	\$ 1,400,000

BROKEN BOW, NEBRASKA

ONE AND SIX YEAR PLAN

FISCAL YEAR 26/27-31/32



JEO CONSULTING GROUP INC

800.723.8567

NATIONAL ROAD CLASSIFICATIONS

- OTHER FREEWAYS & EXPRESSWAY
- MAJOR COLLECTOR
- MINOR COLLECTOR

PROJECT LEGEND

- 1 YEAR PLAN
- 6 YEAR PLAN

DRAWING NAME: BROKEN BOW
REVISED BY: SMD
REVISED ON: JULY 1, 2026

[Return to Agenda](#)

Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted.
Failure to return both pages of the original document by the filing deadline (October 31, 2026) may result in the
suspension of Highway Allocation funds until the documents are filed.

RESOLUTION

SIGNING OF THE MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE 2026

Resolution No. 2026-12

Whereas: State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requires an annual certification of program compliance to the Nebraska Board of Public Roads Classifications and standards; and

Whereas: State of Nebraska Statute, section 39-2120 also requires that the annual certification of program compliance by each municipality shall be signed by the Mayor or Village Board Chairperson and shall include the resolution of the governing body of the municipality authorizing the signing of the certification.

Be it resolved that the Mayor ☒ Village Board Chairperson ☐ of the City of Broken Bow
(Check one box) (Print name of municipality)
is hereby authorized to sign the Municipal Annual Certification of Program Compliance.

Adopted this _____ day of _____, 20____ at _____ Nebraska.
(Month)

City Council/Village Board Members

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

City Council/Village Board Member _____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call: _____ Yes _____ No _____ Abstained _____ Absent
Resolution adopted, signed, and billed as adopted.

Attest:

(Signature of Clerk)

Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted. Failure to **return both pages of the original document** by the filing deadline (October 31, 2026) may result in the suspension of Highway Allocation funds until the documents are filed.

**MUNICIPAL
ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE
TO
NEBRASKA BOARD OF PUBLIC ROADS CLASSIFICATIONS
AND STANDARDS
2026**

In compliance with the provisions of the State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requiring annual certification of program compliance to the Board of Public Roads Classifications and Standards, the City ☒ Village ☐ of Broken Bow
(Check one box) (Print name of municipality)

hereby certifies that it:

- ✓ has developed, adopted, and included in its public records the plans, programs, or standards required by sections 39-2115 and 39-2119;
- ✓ meets the plans, programs, or standards of design, construction, and maintenance for its highways, roads, or streets;
- ✓ expends all tax revenue for highway, road, or street purposes in accordance with approved plans, programs, or standards, including county and municipal tax revenue as well as highway-user revenue allocations;
- ✓ uses a system of revenue and costs accounting which clearly includes a comparison of receipts and expenditures for approved budgets, plans, programs, and standards;
- ✓ uses a system of budgeting which reflects uses and sources of funds in terms of plans, programs, or standards and accomplishments;
- ✓ uses an accounting system including an inventory of machinery, equipment, and supplies;
- ✓ uses an accounting system that tracks equipment operation costs;
- ✓ has included in its public records the information required under subsection (2) of section 39-2520; and
- ✓ **has included in its public records a copy of this certification and the resolution of the governing body authorizing the signing of this certification by the Mayor or Village Board Chairperson.**

Signature of Mayor ☐ Village Board Chairperson ☐ (Required)

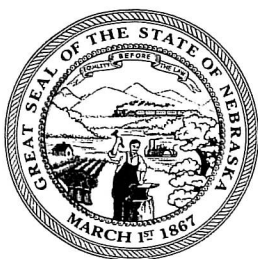
(Date)

Signature of City Street Superintendent (Optional)

(Date)

Return the completed original signing resolution and annual certification of program compliance by October 31, 2026 to:

Nebraska Board of Public Roads Classifications and Standards
PO Box 94759
Lincoln NE 68509
or email to ndot.blshelp@nebraska.gov



RESOLUTION 2026-13

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

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

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

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

- 1) Bids must be submitted in a sealed envelope, on a City Bid Sheet. The envelope must be marked on the front, with the item description and item ID number of property being bid on, to the City Clerk at the Municipal Building, 314 South 10th Avenue in Broken Bow.
- 2) Only one bid shall be submitted per envelope.
- 3) Bids will be accepted through August 24, 2026, at 5:00 p.m.
- 4) Sealed bids will be opened at the City Council Meeting held in the Broken Bow Municipal Building on August 25, 2026, commencing at 6:00 P.M. and the high bidder will be notified of their successful bid as soon as possible.
- 5) The high bidder, regardless of city staff's ability to contact such bidder, will have until September 11, 2026 to make full payment. The failure to make such payment will result in either, a) the City accepting the next highest bid, or b) the City rejecting all bids and canceling the sale.
- 6) The City reserved the right to reject all bids for said property.

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

Department	Quantity Available	Item Description	Item ID #	Minimum Bid
Administration	1	Single piece office desk	2026-13-1	NA
	1	Single piece bow front office desk	2024-13-2	NA
	1	Two piece "L" shaped office desk	2024-13-3	NA

	2	Office hutch (4 door)	2024-13-4	NA
	1	Bookcase	2024-13-5	NA
	1	Black 2 Drawer file cabinet with shelf	2024-13-6	NA
	1	Pink wheeled office chair	2024-13-7	NA
Library	2	80" LED Flatscreen TV	2024-13-8	NA

PASSED AND APPROVED this 11th day of August, 2026.

Rodney W. Sonnichsen, Mayor

Attest:

Jennifer A. Waterhouse, City Clerk

RESOLUTION 2026-13 BID SHEET

Name: _____

Address: _____

Telephone: _____

Item Description I am Bidding on: _____

Item ID Number: _____

My Bid Amount: \$_____

Items Available:

Department	Quantity Available	Item Description	Item ID #	Minimum Bid
Administration	1	Single piece office desk	2026-13-1	NA
	1	Single piece bow front office desk	2024-13-2	NA
	1	Two piece "L" shaped office desk	2024-13-3	NA
	2	Office hutch (4 door)	2024-13-4	NA
	1	Bookcase	2024-13-5	NA
	1	Black 2 Drawer file cabinet with shelf	2024-13-6	NA
	1	Pink wheeled office chair	2024-13-7	NA
Library	2	80" LED Flatscreen TV	2024-13-8	NA

I understand that the City is accepting sealed bids through August 24, 2026, at 5:00 pm., and that all bids shall be submitted to the City Clerk at the Municipal Building, 314 South 10th Avenue in Broken Bow. I understand that all bids will be opened on August 25, 2026, at 6:00 p.m., and that the highest bidders will be notified as soon as possible, and will be required to submit full payment by 5:00 p.m. on September 11, 2026. I understand that all property is sold "as is", with no warranty or assurances by or from the City of Broken Bow.

Signature

Date

**CITY OF BROKEN BOW ORDINANCE
NO. 1315**

AN ORDINANCE OF THE CITY OF BROKEN BOW, NEBRASKA AMENDING CHAPTER 130: PROPERTY OFFENSES OF THE CITY OF BROKEN BOW MUNICIPAL CODE PROHIBITING THE INSTALLATION, OPERATION, OR MAINTENANCE OF AUTOMATED LICENSE PLATE READER SYSTEMS AND SIMILAR NETWORKED VEHICLE MONITORING EQUIPMENT WITHIN THE CORPORATE LIMITS WITHOUT THE PRIOR EXPRESS PERMISSION OF THE CITY COUNCIL; PROVIDING DEFINITIONS, APPLICATION AND REVIEW PROCEDURES, ENFORCEMENT, PENALTIES, SEVERABILITY, AND AN EFFECTIVE DATE; AND PROVIDING FOR PUBLICATION; TO REPEAL ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND TO PROVIDE AN EFFECTIVE DATE.

SECTION 1. The City of Broken Bow Municipal Code Chapter 130 shall be amended by adding Section 130.06 as follows:

A. FINDINGS AND PURPOSE

The Mayor and City Council find and declare as follows:

- 1.1. Automated license plate reader (ALPR) systems and similar networked vehicle-monitoring technologies are capable of capturing, storing, and sharing vehicle identification and movement data on a continuous basis.
- 1.2. Unregulated deployment of such systems raises legitimate concerns regarding the privacy of residents and visitors, the potential for misuse of collected data, and the desire of the community to exercise local democratic control over surveillance infrastructure within its corporate limits.
- 1.3. Nebraska law (the Automatic License Plate Reader Privacy Act, Neb. Rev. Stat. §§ 60-3201 et seq.) already regulates the use of ALPR systems by governmental entities. Local regulation of the physical installation of such systems is a complementary exercise of the City's police power under Neb. Rev. Stat. § 17-505 to protect the peace, good government, and welfare of the City.
- 1.4. This ordinance is not intended to prohibit traditional private security cameras that record solely for the owner's or occupant's own use, nor is it intended to create a monopoly or to ban the technology outright. It requires prior local legislative approval so that any deployment occurs only with the informed consent of the elected City Council after public process.
- 1.5. The ordinance is enacted to balance public-safety interests with privacy and local-control interests in a manner that remains open to legitimate free-market proposals that demonstrate net community benefit.

B. DEFINITIONS

For purposes of this ordinance:

- 1.1. "Automated License Plate Reader System" or "ALPR System" means one or more fixed or mobile cameras used in combination with computer algorithms or software to automatically convert images of license plates (or other vehicle identifiers) into computer-readable data, and that stores, transmits, or shares such data with any

- external database, network, or third party.
- 1.2. “Similar Networked Vehicle Monitoring Equipment” means any system that performs substantially the same function as an ALPR System, including but not limited to systems marketed or provided by Flock Safety or any successor or substantially similar provider (e.g., Axon, AutoVu, Vigilant), that captures vehicle identification or location data and transmits or shares it beyond the immediate private use of the installing party.
 - 1.3. The terms in paragraphs 1.6 and 1.7 do **not** include:
 - 1.3.1.1. Traditional closed-circuit or digital security cameras that record images solely for the private use of the property owner or occupant and that do not employ automated license-plate (or vehicle-identifier) recognition algorithms or transmit data to any external networked database or third-party service for tracking or sharing purposes; or
 - 1.3.1.2. Any system owned, operated, or contracted for exclusively by the City of Broken Bow and expressly authorized by the City Council.
 - 1.4. “Person” means any individual, firm, partnership, corporation, association, limited liability company, or other entity.

C. PROHIBITION

- 1.1. No person shall install, cause to be installed, operate, maintain, or permit the installation, operation, or maintenance of any Automated License Plate Reader System or Similar Networked Vehicle Monitoring Equipment within the corporate limits of the City of Broken Bow without the prior express written permission of the Broken Bow City Council granted by Resolution after public hearing.

D. APPLICATION AND REVIEW PROCEDURE

- 1.1. Any person seeking permission shall submit a written application to the City Clerk, Zoning Administrator, or City Administrator containing, at a minimum:
 - 1.1.1. Precise location(s) of proposed equipment;
 - 1.1.2. Description of the equipment, technology, and data-capture and data-handling practices;
 - 1.1.3. Identity of the owner/operator and any third-party service providers;3Stated purpose and any proposed public-safety benefits;
 - 1.1.4. Proposed data-retention, access, and sharing policies; and
 - 1.1.5. Such other information as the City Administrator or City Attorney may reasonably request.
- 1.2. Upon receipt of a complete application, the City Clerk, shall schedule a public hearing before the City Council. This may be completed as a part of a regularly scheduled City Council meeting or a Special Meeting. Notice shall be given in the same manner as required for ordinances or as otherwise directed by the Council, in accordance with Nebraska statutes.
- 1.3. At the hearing the Council may consider, among other relevant factors:
 - 1.3.1. Demonstrated public-safety benefit;
 - 1.3.2. Privacy and civil-liberty impacts;
 - 1.3.3. Data-security and sharing practices;
 - 1.3.4. Aesthetic, traffic-safety, and right-of-way effects;
 - 1.3.5. Consistency with community values and with the Nebraska Automatic License Plate Reader Privacy Act;

- 1.3.6. And any conditions that would mitigate concerns.
- 1.4. The Council may grant, grant with conditions, or deny the application by Resolution. Any approval is discretionary and does not create a vested right beyond the terms of the approval. Approval under this ordinance does not relieve the applicant of any separate zoning, building, electrical, or right-of-way permit requirements.

E. EXISTING INSTALLATIONS

- 1.1. Any ALPR System or Similar Networked Vehicle Monitoring Equipment already installed within the corporate limits on the effective date of this ordinance shall be brought into compliance (by obtaining permission or by removal) within ninety (90) days after the effective date, or such longer period as the City Council may grant for good cause shown.

F. ENFORCEMENT AND PENALTIES

- 1.1. Violation of this ordinance is a civil offense. Each day a violation continues after notice shall constitute a separate offense.
- 1.2. Any person who violates this ordinance shall be subject to a fine not exceeding Five Hundred Dollars (\$500.00) for each offense, recoverable with costs, consistent with Neb. Rev. Stat. § 17-505.
- 1.3. In addition to any fine, the City may issue a written notice to abate, may seek injunctive or other equitable relief in any court of competent jurisdiction, and may remove or cause the removal of non-compliant equipment after notice and opportunity to be heard, with the cost of removal assessed against the responsible party and collected as any other special assessment or by civil action.
- 1.4. Nothing in this ordinance limits any other remedy available under state or local law.

G. SEVERABILITY

- 1.1. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions.

H. EFFECTIVE DATE AND PUBLICATION

- 1.1. This ordinance shall take effect and be in full force from and after its passage, approval, and publication or posting as required by law.

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

Dated this ____ day of _____ 2026.

Rodney W. Sonnichsen, Mayor

ATTEST:

Jennifer A. Waterhouse, City Clerk

RESOLUTION 2026-14

A RESOLUTION APPROVING THE YEARLY WAGE OPENER AND THREE PERCENT (3%) COST OF LIVING ADJUSTMENT UNDER THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF BROKEN BOW, NEBRASKA, AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW), LOCAL UNION NO. 1597, FOR THE PERIOD OCTOBER 1, 2026, THROUGH SEPTEMBER 30, 2027.

WHEREAS, the City of Broken Bow, Nebraska, and the International Brotherhood of Electrical Workers (IBEW), Local Union No. 1597, previously entered into a Collective Bargaining Agreement effective October 1, 2025 through September 30, 2028, which was approved and ratified by the City Council; and

WHEREAS, said Collective Bargaining Agreement includes a yearly wage opener provision allowing the parties to address wage adjustments on an annual basis; and

WHEREAS, the parties have agreed to a three percent (3%) cost of living adjustment (COLA) to the wage rates for the period October 1, 2026 through September 30, 2027; and

WHEREAS, the City Council finds that approval of the yearly wage opener and the three percent (3%) COLA for 2026-2027 is in the best interests of the City and its employees.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Broken Bow, Nebraska, that the yearly wage opener under the Collective Bargaining Agreement with the International Brotherhood of Electrical Workers (IBEW), Local Union No. 1597, is hereby approved, and that a three percent (3%) cost of living adjustment (COLA) shall be applied to the wage rates of covered employees for the period October 1, 2026 through September 30, 2027.

BE IT FURTHER RESOLVED that the Mayor is authorized to execute any documents necessary to implement the three percent (3%) COLA for the 2026-2027 contract year, and that appropriate City personnel is directed to apply the adjusted wage rates accordingly.

PASSED AND APPROVED this _____ day of _____, 2026.

Rodney W. Sonnichsen, Mayor

ATTEST:

Jennifer A. Waterhouse, City Clerk

[Return to Agenda](#)

ORDINANCE NO. 1316

AN ORDINANCE OF THE CITY OF BROKEN BOW, NEBRASKA, ESTABLISHING REGULATORY STANDARDS FOR COTTAGE DEVELOPMENTS, TINY HOMES, AND ACCESSORY DWELLING UNITS (ADUs); PROVIDING FOR STRICT STRUCTURE SETBACKS AND RESIDENTIAL MULTI-FAMILY YARD SETBACK REQUIREMENTS; AMENDING PARKING CALCULATIONS TO EXCLUDE ADJACENT STREET PARKING; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION I: PURPOSE AND INTENT

The purpose of this ordinance is to provide diverse, affordable housing options (such as cottages, tiny homes, and accessory dwelling units) that respond to changing household sizes and income levels in Broken Bow. This ordinance establishes developmental standards that ensure compatibility with surrounding residential land uses, promote efficient land use, and guarantee the protection of open space.

SECTION II: CONDITIONAL USE PERMIT REQUIRED AND GENERAL REGULATIONS

All tiny homes, cottage courts, and related developments shall be subject to a Conditional Use Permit and must comply with the following standards:

- a) **Tiny Home Size Requirements:** Tiny homes shall have a minimum footprint/floor area of 220 square feet up to a maximum of 900 square feet.
- b) **Cottage Courts / Clusters:** Defined as a grouping of no fewer than four detached housing units per acre, with an individual footprint of less than 900 square feet each, which share a common courtyard.
- c) **Accessory Dwelling Units (ADUs) / Backyard Cottages:** Shall range between 220 and 900 square feet.

SECTION III: APPLICABILITY AND GENERAL REQUIREMENTS

- 1. **Permitted Districts:** Cottage Developments are permitted in the R-2 Residential Multi-Family zoning districts.
- 2. **Minimum Site Area:** Cottage development sites must be a minimum of 6,000 square feet in gross area.
- 3. **Infrastructure:** All structures must connect to municipal electric, water and sewer infrastructure systems.

4. **Covenants and Maintenance:** Prior to development, all cottage court developments shall provide enforceable Covenants, Conditions, and Restrictions ensuring ongoing maintenance of common areas, subject to City review.
5. **Nonconforming Structures:** Any tiny home, cottage unit, or accessory dwelling unit lawfully existing prior to the effective date of this ordinance may continue as a nonconforming structure but shall not be enlarged, extended, or structurally altered except in conformance with this ordinance.
6. **Replacement Structures:** All replacement tiny home structures must be similar in character, color, and building materials to existing structures within the development.

SECTION IV: MANDATORY SETBACKS AND YARD REQUIREMENTS

All cottage structures built within a Cottage Development or approved zoning district must comply with the following setback provisions:

1. **Mandatory Structural Separation:** There shall be a mandatory **10-foot minimum setback between all individual structures** within the development.
2. **Perimeter Yard Setbacks:** Every cottage housing development shall comply with the following minimum yard setbacks:
 - a) **Front Yard Setback:** 25 feet minimum from the property line.
 - b) **Side Yard Setback:** 6 feet minimum from the property line.
 - c) **Rear Yard Setback:** 15 feet minimum from the property line.
 - d) **Side Street / Corner Lot Setback:** Must meet all current city side-street setback requirements.

SECTION V: PARKING REQUIREMENTS

Parking requirements are designed to minimize the visual impact of vehicles and maintain the single-family character along public rights-of-way.

1. **Minimum Stalls Required:**
 - a) One (1) on-site space per studio or 1-bedroom cottage.
 - b) One and one-half (1.5) spaces per 2-bedroom cottage.
 - c) Two (2) on-site spaces per 3+ bedroom cottage.
 - d) Fractional space requirements shall be rounded up to the nearest whole number, calculated on a per-development basis.

2. **Exclusion of Adjacent Parking:** On-street parking directly adjacent to the development shall NOT qualify, be considered, or be counted toward fulfilling the mandatory parking calculations. All required parking must be entirely on-site.
3. **Location:** Parking areas and garages shall not be located between a cottage and the front property line, or, on a corner lot, between a cottage and the side street property line.

SECTION VI: OPEN SPACE AND SCREENING

1. **Private Open Space:** Each cottage unit shall feature a minimum of 300 square feet of private, contiguous, usable open space (with no single dimension less than 10 feet).
2. **Shared Open Space:** Cottage court developments shall provide a centrally located, common open area totaling a minimum of 300 square feet per cottage unit. Parking areas shall not count toward this requirement.
3. **Screening:** Common waste and storage receptacles shall not be located within the front yard setback and shall, together with parking areas, be screened from public streets and adjacent properties by structural or landscape screening.

SECTION VII: SEVERABILITY AND EFFECTIVE DATE

1. Should any section or provision of this ordinance be declared invalid by a court of competent jurisdiction, such decision shall not affect the validity of the ordinance as a whole.

**PASSED AND APPROVED BY THE CITY COUNCIL OF BROKEN BOW, NEBRASKA,
THIS ____ DAY OF _____, 2026.**

Rodney W. Sonnichsen, Mayor

ATTEST:

Jennifer A. Waterhouse, City Clerk

ORDINANCE NO. 1317

AN ORDINANCE OF THE CITY OF BROKEN BOW, NEBRASKA, AMENDING THE ZONING ORDINANCE TO ESTABLISH DEFINITIONS, CONDITIONAL USE PERMIT REQUIREMENTS, STRICT PERFORMANCE STANDARDS, MANDATORY NOISE LIMITATIONS AND ACOUSTICAL STUDIES, WATER CONSERVATION AND COOLING SYSTEM RESTRICTIONS, MANDATORY RESIDENTIAL SETBACKS, OPERATOR-EXCLUSIVE DECOMMISSIONING LIABILITY, FINANCIAL TRANSPARENCY CRIMINAL BACKGROUND CHECKS, AND ENFORCEMENT PROVISIONS FOR HIGH-DENSITY DATA PROCESSING FACILITIES INCLUDING DATA CENTERS AND DIGITAL ASSET MINING OPERATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. PURPOSE AND LEGISLATIVE FINDINGS

The City Council finds that high-density data processing facilities, including cryptocurrency mining operations and large-scale data centers, create unique and significant impacts upon surrounding properties, residential neighborhoods, and municipal infrastructure, including:

1. Continuous, high-frequency, and elevated industrial noise;
2. Severe electrical demand and utility infrastructure stress;
3. Increased demand on emergency and fire response services;
4. Land-use incompatibility concerns when sited adjacent to residential areas;
5. Critical impacts to groundwater, municipal water supplies, and wastewater systems;
6. Industrial-scale mechanical impacts including vibration, light pollution, and heat generation.

The City Council further finds that these regulations are intended to protect the public health, safety, and welfare; preserve the quiet enjoyment of residential property; maintain the reliability of municipal utility systems; protect finite groundwater resources; and ensure that future taxpayers are not burdened with infrastructure or decommissioning costs associated with high-density data processing facilities. And further finds these regulations in combination with all applicable State statutes will hereby meet the listed requirements.

SECTION 2. DEFINITIONS

- a) **Data Center:** A facility primarily engaged in the processing, storage, hosting, or transmission of digital data through centralized computing and networking equipment, including but not limited to associated accessory structures such as cooling equipment, and related utility infrastructure.

- b) **Digital Asset Mining Operation:** Any facility, room, structure, or specialized mobile container unit utilizing specialized electronic computing equipment for blockchain transaction validation, cryptocurrency mining, or similar high-density computational processing activities.
- c) **High-Density Data Processing Facility:** Any Data Center or Digital Asset Mining Operation with a connected electrical service capacity or peak power demand of sixty-five kilowatts (65 kW) or greater.
- d) **Residential Structure or District:** Any property zoned for residential use under the Broken Bow Zoning Ordinance, or any property containing an existing lawful residential dwelling.
- e) **Closed-Loop Liquid Cooling System:** A cooling architecture in which a liquid coolant circulates entirely within a permanently sealed, continuous internal piping network to absorb and dissipate heat. This system recycles the fluid indefinitely and, by design, requires zero continuous freshwater consumption, zero evaporative water loss, and zero continuous wastewater discharge during standard operations.
- f) **Direct-to-Chip Liquid Cooling:** A highly efficient, specialized closed-loop cooling configuration where a liquid coolant is piped directly to sealed metal cold plates mounted directly on top of heat-generating electronic processing components (such as Central Processing Units or Graphics Processing Units) to capture and transfer heat away via direct conduction, without relying on evaporative fluid loss or municipal water consumption.

SECTION 3. CONDITIONAL USE PERMIT REQUIRED & BACKGROUND CHECKS

- a) **Conditional Use Permit.** Any High-Density Data Processing Facility shall require approval of a Conditional Use Permit (“CUP”) prior to construction, installation, structural expansion, or operation.
- b) **Mandatory FBI Criminal Background Check.** Prior to the scheduling of any public hearing before the Planning Commission or City Council for a CUP application, all corporate officers, LLC members holding a ten percent (10%) or greater financial or ownership interest in the proposed facility, and on-site facility managers must submit to, and successfully pass, a national Federal Bureau of Investigation (FBI) fingerprint-based criminal background check at their own expense.
- c) **Disqualification Criteria.** A history of conviction, a plea of guilty, or a plea of nolo contendere by any principal partner, officer, or managing member within the past fifteen (15) years for any financial crime—including but not limited to wire fraud, securities fraud, money laundering, embezzlement, tax evasion, or bank fraud—shall result in the immediate denial of the Conditional Use Permit application.

- d) **Foreign Ownership and Control Disclosure.** Prior to the scheduling of any public hearing before the Planning Commission or City Council for a CUP application, the applicant shall disclose, under oath, its complete beneficial ownership structure, including the identity of any parent company, subsidiary, or affiliated entity, and shall specifically identify any ownership, control, or beneficial interest of ten percent (10%) or greater held directly or indirectly by: (i) a foreign government or foreign government-owned or foreign government-controlled entity; or (ii) an entity organized under the laws of, headquartered in, or controlled by a country designated as a "foreign adversary" under 15 C.F.R. § 7.4, as may be amended, or any successor designation.
- e) **Disqualification Based on Foreign Adversary Ownership or Control.** An application shall be denied if the disclosure required by subsection (d) reveals that a foreign government, a foreign government-controlled entity, or an entity organized under the laws of, headquartered in, or controlled by a country designated as a foreign adversary under 15 C.F.R. § 7.4 holds a direct or indirect ownership, control, or beneficial interest of ten percent (10%) or greater in the applicant. Failure to make the disclosure required by subsection (d), or submission of a materially false or incomplete disclosure, shall likewise result in denial of the application and, if discovered after CUP issuance, shall constitute grounds for immediate revocation of the CUP under Section 8.

Application Submittal Requirements. Applicants shall submit the following materials at their own expense:

- a) Full site plan and architectural building/container elevations;
- b) Comprehensive electrical load analysis prepared by a professional engineer licensed in Nebraska;
- c) Pre-development predictive noise impact study (per Section 4);
- d) Cooling and ventilation system engineering specifications;
- e) Certified fire prevention and suppression plan approved by the local fire authority;
- f) Decommissioning plan explicitly acknowledging sole operator liability.

Utility Infrastructure and Deposit Requirements. Prior to the issuance of a building permit or commencement of operations, the applicant shall satisfy the following municipal utility conditions:

- a) **100% Operator Responsibility for Upgrades:** The operator shall bear one hundred percent (100%) of all financial and legal responsibility for any and all municipal utility infrastructure upgrades including but not limited to electrical substations, transformers, high-capacity wiring, transmission lines, water mains, and wastewater system modifications required to safely accommodate the facility's

operational load. The city shall not subsidize infrastructure expansions for high-density data processing operations.

- b) **Three-Month Utility Deposit:** The operator shall submit and maintain a continuous cash deposit or irrevocable letter of credit equivalent to three (3) months of estimated peak utility consumption (electricity, water, and sewer combined) as determined by the City's utility department, to secure payment for municipal services.
- c) The billed kW demand shall be adjusted when the metered power factor (PF) is less than 95%. The metered KW will then be multiplied by the ratio of $(95\% / PF\%)$, where PF% is the metered power factor expressed as a percentage.

SECTION 4. PERFORMANCE STANDARDS

Noise Standards and Ceilings

- a) **Decibel Limits:** No facility governed by this Ordinance shall emit a continuous, sound-pressure level exceeding the following thresholds when measured at any point along the property line of any existing residential structure, Residential District, public park, church, or school:
 - a. **55 dBA**
 - b. **70 C-weighted decibels (70 dBC)**
- b) The measured C-weighted sound level shall not exceed the simultaneously measured A-weighted sound level by more than fifteen (15) decibels ($dBC - dBA \leq 15 \text{ dB}$)
- c) **Acoustic Character:** All sound measurements shall be taken using ANSI-compliant equipment utilizing equivalent continuous sound levels. Tonal, high-frequency, impulsive, or repetitive mechanical noise (such as fan whine) is strictly prohibited from radiating across property lines and must be fully mitigated via engineering enclosures or acoustic baffling.
- d) **Mandatory Sound Dampening Features:** All facilities governed by this Ordinance shall install permanent, engineered physical sound-dampening structures to suppress operational noise. This infrastructure shall include, but is not limited to, specialized exterior sound walls, acoustic barriers, or earthen berms strategically designed and situated between the primary noise-producing equipment (such as exhaust fans, blowers, and chillers) and any adjacent boundaries. The precise engineering specifications, height, and materials of these dampening structures must be detailed in the applicant's pre-development plans.

Noise Studies and Auditing

- a) **Pre-Development Study:** The applicant's predictive sound analysis must model the maximum potential noise output of each individual computer and cooling unit operating simultaneously at 100% capacity under peak summer heat loads. Noise shall be measured as an A-weighted and C-weighted equivalent continuous sound level (Leq) over a continuous one-hour period using a Type 1 or Type 2 sound level meter meeting ANSI S1.4 or IEC 61672 standards.
- b) **Post-Construction Auditing:** Within ninety (90) days after commencement of operations, the operator shall provide a post-construction field-verified sound report prepared by an independent certified acoustical engineer confirming compliance.
- c) **Ongoing Enforcement Testing:** Once every year, or upon receipt of documented complaints, the City may require additional independent sound testing at the operator's expense.
- d) **Enforcement and Shutdown for Non-Compliance:** Compliance with the noise standards in this Section is a continuous condition of operation. If post-construction field testing, annual audits, or city enforcement testing show any violation of these sound limits, the facility shall be subject to immediate operational shutdown or utility disconnection under Section 8(C) until compliance is verified by direction of Mayor or authorized City delegate.

Cooling and Water Conservation Regulations

- a) **Mandatory Systems:** All High-Density Data Processing Facilities must utilize Direct-to-chip liquid cooling, a closed-loop liquid cooling system, or an alternative air-cooling system that consumes no municipal or ground water during standard operations.
- b) **Prohibited Systems:** Once-through cooling systems, open-loop systems, or any cooling configuration requiring continuous freshwater consumption, evaporative water loss, or continuous wastewater discharge for mechanical heat mitigation are strictly prohibited.

Lighting and Glare

- a) Exterior lighting shall be strictly shielded and directed downward to eliminate glare and light pollution onto adjacent properties and public rights-of-way.

Annual Operations and Compliance Reporting to the City of Broken Bow

- a) **Electrical Demand Metrics:** The documented annual average electrical demand and peak electrical demand (measured in kilowatts or megawatts) placed upon the utility grid by the facility is to be given to City of Broken Bow by June 1st annually.
- b) **Emergency Contact Registry:** Current, up-to-date name, telephone number, and email information for a local, 24-hour emergency representative authorized to act on behalf of the operator and respond on-site to utility, noise, or public safety emergencies within two hours of notification.
- c) **Operator Certification of Compliance:** A formal, written certification signed under penalty of perjury by a principal corporate officer or managing member shall be provided annually, stating that the facility remains in full and continuous compliance with all terms, performance standards, and special conditions specified within the approved Conditional Use Permit, this Ordinance, and State law.
- d) **Change of Ownership.** Any change of ownership of ten percent (10%) or more in the operator or facility, occurring after the initial issuance of a Conditional Use Permit, shall be reported in writing to the City Clerk within thirty (30) days of the effective date of the transfer. Following any such change of ownership, the Mayor or an authorized City delegate may, in their discretion, require the operator to submit a new Conditional Use Permit application.
- e) **Expansion of Approved Facility.** Any proposed expansion of an existing, approved High-Density Data Processing Facility, including but not limited to an increase in connected electrical service capacity or peak power demand, additional structures or specialized mobile container units, additional cooling infrastructure, or an increase in the physical footprint of the facility beyond that approved in the original Conditional Use Permit, may require approval of a new Conditional Use Permit prior to commencement of the expanded operation.

MANDATORY EMERGENCY LOAD CURTAILMENT AND INTERRUPTION

- a) The City of Broken Bow reserves the right to immediately suspend, interrupt, or mandate the reduction of electrical service and operations to any High-Density Data Processing Facility governed by this Ordinance in the event of an infrastructure emergency.

- b) An infrastructure emergency shall be defined as any event or condition that threatens municipal utility operations, including but not limited to:
 - a) imminent threat to electric system reliability,
 - b) transformer overload,
 - c) substation failure,
 - d) declared utility emergency,
 - e) emergency ordered by the Mayor or authorized City delegate.

SECTION 5. MANDATORY SETBACKS

- a) **Air-Cooling Residential Setback.** Any facility that relies solely on a dry-air cooling system (non-liquid high-velocity fans, blowers, or exterior HVAC units) shall be subject to a strict, mandatory minimum setback of one-half (1/2) mile (2,640 feet) from the property line of any Residential District or existing residential structure.
- b) **Setback Reduction.** The mandatory one-half mile setback for any facility that relies solely on dry-air cooling may be reduced if the applicant proves through the engineering and predictive noise studies required by this ordinance that the facility will fully meet all sound and performance requirements established in Section 4. In no event shall the setback be reduced to less than 500 feet.
- c) **Closed-loop System Setback.** Setbacks will be determined by the results of the required sound study established in Section 4. There shall be a minimum of 6 feet between all Data Center structures and existing property lines.

SECTION 6. FIRE SAFETY AND STORAGE OF HAZARDOUS MATERIALS

- a) **Emergency Action Plan.** Prior to operation, all facilities shall obtain written approval from all applicable fire authorities, and the Custer County Emergency Manager confirming compliance with advanced fire suppression systems, dedicated emergency utility disconnects, and hazardous material storage standards.
- b) **Absolute Battery Storage Prohibition.** The installation, integration, or utilization of Battery Energy Storage Systems (BESS) or industrial-scale battery banks on-site is strictly prohibited. This restriction does not apply to low-capacity, localized Uninterruptible Power Supplies (UPS) integrated internally within server racks exclusively for the prevention of data corruption during safe equipment shutdowns.
- c) **On-Site Power Generation Prohibition.** No operator shall install, operate, or maintain any localized, on-site energy production infrastructure for the purpose of powering data-processing, crypto-mining, or mechanical cooling operations outside of city provided electric utilities.

SECTION 7. ABANDONMENT AND DECOMMISSIONING

- a) **Abandonment.** A facility shall be deemed abandoned if operational data-processing activity ceases for a continuous period of twelve (12) months. For purposes of this Section, intermittent, token, or de minimis operation, including but not limited to operation at less than twenty percent (20%) of the facility's permitted electrical load, or operation for fewer than thirty (30) cumulative days within any consecutive twelve (12) month period, shall not constitute continuing operation and shall not toll or reset the abandonment period described in this subsection. The operator bears the burden of demonstrating, through utility billing records and metered load data, that the facility's operation during the relevant period exceeds this threshold.
- b) **100% Operator Liability.** Within one hundred eighty (180) days after abandonment, the operator of the facility shall bear one hundred percent (100%) of the legal and financial liability to completely decommission the site. This includes the mandatory removal of all non-utility equipment, specialized computing machinery, specialized container units, substations, transformers, and cooling infrastructure, and restoring the real property to a clean, safe, and orderly vacant condition at their sole expense.
- c) **Mandatory Decommissioning Surety Bond.** Prior to executing a conditional use permit or building on-site, the operator shall file with the City Clerk a performance surety bond, an irrevocable letter of credit, or an escrow account in an amount equal to one hundred fifty percent (150%) of the estimated cost of full site decommissioning and restoration, as verified by an independent structural engineer licensed in Nebraska. This bond shall secure the operator's performance under subsection (B) and ensure the city incurs zero clean-up liability.
- d) **Periodic Re-evaluation and Inflation Adjustments.** To ensure the financial security remains sufficient against the effects of inflation, technological changes, and fluctuating salvage values, the decommissioning cost estimate and accompanying surety amount shall be re-evaluated every three (3) years from the date of the initial permit issuance.
- e) **Operator Obligation.** The operator shall, at their sole expense, retain an independent professional engineer licensed in the State of Nebraska to conduct the triennial re-evaluation and submit an updated, certified decommissioning cost report to the City Council.
- f) **Adjustments to Financial Assurance.** If the updated engineering report indicates that the cost of decommissioning has increased, or if the Consumer Price Index

(CPI) for the Midwest region reflects a cumulative upward inflationary shift, the operator shall increase the value of the surety bond, letter of credit, or escrow account to match 150% of the newly established cost within sixty (60) days of the report's approval by the City. Failure to secure the adjusted financial assurance within this timeframe shall constitute a material violation of the Conditional Use Permit and subject the facility to immediate operational shutdown or utility disconnection as provided in Section 8 of this Ordinance.

SECTION 8. ENFORCEMENT AND PENALTIES

- a) **Violations.** Violation of any provision of this Ordinance, or non-compliance with the specific conditions of an approved CUP, shall constitute a zoning violation.
- b) **Penalties.** Any person or corporation violating this Ordinance shall be subject to a fine of not exceeding one hundred dollars (\$100) per offense, as authorized under Neb. Rev. Stat. § 19-913. Each day a violation continues following official written notice from the City shall constitute a separate and distinct offense.
- c) **Immediate Revocation.** Continued non-compliance with noise thresholds, background check requirements, or water consumption bans following a standard 30-day notice-to-cure window and written notice and confirmation by independent testing, the City may suspend the Conditional Use Permit until compliance is achieved.

SECTION 9. SEVERABILITY

If any section, subsection, sentence, clause, or phrase of this Ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 10. EFFECTIVE DATE

**PASSED AND APPROVED BY THE CITY COUNCIL OF BROKEN BOW, NEBRASKA,
THIS ____ DAY OF _____, 2026.**

Rodney W. Sonnichsen, Mayor

ATTEST:

Jennifer A. Waterhouse, City Clerk

City Administrator Contract August 2026 Revision

Introduction

This Agreement, made and entered into this 11th day of August, 2026, by and between the City of Broken Bow of Nebraska, a municipal corporation, (hereinafter called "Employer") and David Schmidt, (hereinafter called "Employee") an individual who has the education, training and experience in local government management, both of whom agree as follows:

Section 1: Term

This agreement shall supersede the City Administrator's prior Employment Agreement dated April 27, 2023 and shall remain in full force in effect from July 14, 2026 until terminated by the Employer or Employee as provided in Sections 9, 10 or 11 of this agreement.

Section 2: Duties and Authority

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

Section 3: Compensation

- A. **Base Salary:** Employer agrees to pay Employee an annual base salary of \$107,500.00, payable in installments at the same time that the other management employees of the Employer are paid.
- B. This agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the Employer's compensation policies.
- C. Consideration shall be given on an annual basis to increase compensation.
- D. The Employer may agree to increase the compensation of the Employee dependent upon the results of the performance evaluation conducted under the provisions of Section 13 of this Agreement in addition to providing a fixed annual increase in the Employee's salary based on an agreed upon economic indicator, such as the Consumer Price Index as provided to the city of Broken Bow employees.

Section 4: Health, Disability and Life Insurance Benefits

Employee shall receive all insurance for himself and his family at no expense to employee.

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

Employee shall receive a combined six weeks paid vacation and sick leave. Employee shall accrue paid vacation at the rate of 13.3 hours per month. Employee shall accrue sick leave at the rate of 6.67. The Employee shall not be allowed to accrue more than three- and one-half times said yearly allowance of paid vacation. All other leave will be granted as provided to All City of Broken Bow employees upon Employee's first day of employment. Paid holidays shall be the same as other employees pursuant to the Broken Bow Handbook.

Section 6: Automobile/ Vehicle Allowance, and Use

- A. City Vehicle Option. Employer shall provide Employee with a suitable late-model City-owned vehicle for the performance of Employee's official duties as City Administrator. The vehicle shall be available for reasonable personal use. Employer shall pay all costs associated with the vehicle, including but not limited to purchase or lease payments, fuel, maintenance, repairs, insurance, registration, and licensing.
- B. Automobile Allowance Alternative. In lieu of providing a City-owned vehicle under Subsection A (or if Employee elects, with written notice to the Mayor), Employer shall pay Employee a monthly automobile allowance of Five Hundred and No/100 Dollars (\$500.00). Such allowance shall be paid in equal installments concurrent with Employee's regular salary payments and shall be intended to cover all costs of operating Employee's personal vehicle for City business, including fuel, maintenance, insurance, and depreciation. The allowance shall be adjusted annually by the same percentage as any general salary adjustment provided to City management employees.
- C. Mileage for Excess Use. If Employee is receiving the automobile allowance under Subsection B and incurs work-related mileage that substantially exceeds normal City Administrator travel expectations (as mutually agreed), Employee may submit claims (signed by the Mayor) for additional reimbursement at the then-current IRS standard mileage rate for the excess miles only, subject to approval by the City Council via normal claims approval process.
- D. Employee shall maintain a valid Nebraska driver's license and shall operate any City vehicle in a safe and lawful manner. Employer shall maintain liability insurance covering Employee's operation of City vehicles in the performance of duties.

Section 7: Retirement

- A. The Employer agrees to enroll the Employee into the applicable state or local retirement system and to make all the appropriate contributions on the Employee's behalf as provided to the City of Broken Bow employees handbook.

- B. The Employer will match a contribution towards an IRA up to 6% of the Employee's compensation for the first year of employment. Thereafter the Employee will be eligible to participate in the Employer's retirement plan.

Section 8: General Business Expenses

- A. Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.
- B. Employer agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, the state league of municipalities, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member.
- C. Employer also agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.
- D. Employer recognizes that certain expenses of a non-personal but job related nature are incurred by Employee, and agrees to reimburse or to pay said general expenses. The finance director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.
- E. The Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay for the reasonable membership fees and/or dues to enable the Employee to become an active member in local civic clubs or organizations.
- F. Technology & Cell Phone: The Employer shall provide Employee with a computer, software, and fax/modem, for the Employee to perform the job and to maintain communication. Employer shall pay the cost of the Employee's cell phone for a single line.

Section 9: Termination

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

- A. The Employee is not reappointed by the Mayor or his duly appointed representative(s) at any time.

- B. If the Employer, citizens or legislature acts to amend any provisions of the charter, code, or enabling legislation pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.
- C. If the Employer unilaterally reduces the base salary, compensation or any other financial benefit of the Employee, such action shall constitute a breach of this agreement and will be regarded as a termination.
- D. If the Employee resigns following an offer to accept resignation, whether formal or informal, by the Employer as representative of the majority of the governing body that the Employee resigns, then the Employee may declare a termination as of the date of the suggestion.
- E. Breach of contract declared by either party with a 30 day cure period for either Employee or Employer. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 20.
- F. For purposes of this Agreement, any termination of Employee by the Employer for any reason or for no reason (as contemplated in Section 10.A) shall require an affirmative majority vote of the City Council (the governing body) at a duly noticed public meeting. The Mayor may recommend termination, but the Mayor acting alone shall not have authority to terminate Employee under Section 10.A. This requirement of Council majority vote does not apply to termination for felony conviction under Section 10 or to Employee's voluntary resignation under Section 11.

Section 10: Severance

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

- A. Lump Sum: In the event the City Council, by majority vote (as required by Section 9.F), during the term of this Agreement, terminates the Employee for any or no reason, the Employer agrees to pay the Employee, within thirty (30) days of termination of Employee's employment (or in equal monthly installments over the severance period at Employee's election), a severance payment equal to:
 - 1. Nine (9) months of the Employee's then-current annual base salary if Employee has completed at least three (3) but fewer than five (5) years of continuous service as City Administrator as of the termination date; or
 - 2. Twelve (12) months of the Employee's then-current annual base salary if Employee has completed five (5) or more years of continuous service as City Administrator as of the termination date; or

3. Six (6) months of the Employee's then-current annual base salary if Employee has completed fewer than three (3) years of continuous service (the original amount, preserved for completeness).

In addition to the salary component, Employer shall pay the cost of medical insurance premiums for Employee and eligible dependents for the same number of months as the salary severance period (or provide the lump-sum cash equivalent of such premiums), and shall continue all other benefits (excluding retirement contributions) for that same period, or provide the cash equivalent thereof. The total severance package is conditioned upon Employee's execution of a comprehensive Release of All Claims against the Employer and its elected and appointed officials, managers, employees, and agents, in substantially the form attached as an exhibit to the original Agreement or a mutually acceptable form, covering any and all claims of any nature arising out of the employment relationship or its termination, including but not limited to claims under this Agreement, federal or state law, local ordinance, or constitutional claims related to property or liberty interests.

Employee, in accepting this severance payment, further agrees to the post-termination cooperation obligations set forth in the original Section 10.B.5 of the Agreement.

B. Value of Claims Against City Released by City Administrator and Participation in Post-Agreement Proceedings. The City agrees to provide such a lump sum payment to the employee to avoid the expense of:

1. Conducting a pre- and post-termination grievance hearing which will cost the Employer \$10,000 or the equivalent of at least one month's salary for the Administrator.
2. Conducting a "Loudermill" hearing and "full blown" due process hearing which will cost the Employer \$10,000 or the equivalent of at least two months salary for the City Administrator.
3. Defending a discrimination charge brought under the municipal code, state law, and/or federal law which will cost the Employer \$5,000 or the equivalent of at least one month's salary for the City Administrator.
4. Defending a breach of contract claim which will cost the Employer \$5,000 or the equivalent of at least one month's salary for the City Administrator.
5. The Employee, in accepting this lump sum payment, agrees after termination of employment with the City of Broken Bow that he will voluntarily participate and cooperate with the Employer in the defense of the City of Broken Bow and its elected officials and employees and the prosecution of any action or proceeding about which the Employee has knowledge, including any litigation related to

these actions. Such participation and cooperation includes, for example, agreeing to speak with the City of Broken Bow Attorney at mutually convenient times regarding the facts of the matter and agreeing to make himself available for a deposition and/or trial at a mutually agreed upon time.

The Employee shall also be compensated for all accrued sick leave, vacation time, all paid holidays, and executive leave. The Employer agrees to make a contribution to the Employee's deferred compensation account on the value of this compensation calculated using the rate ordinarily contributed on regular compensation.

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

Section 11: Resignation

In the event that the Employee voluntarily resigns his/her position with the Employer, the Employee shall provide a minimum of 30 days notice unless the parties agree otherwise. Employee shall not be compensated as per section 10 if Employee resigns.

Section 12: Suspension

Employer may suspend the Employee with full pay and benefits at any time during the term of this agreement by a majority vote of the governing body. If the governing body should vote to suspend employee, employer shall provide employee with a comprehensive list of all claims and accusations giving rise to the suspension within five (5) days of said suspension.

Section 13: Performance Evaluation

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

Section 14: Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule.

Section 15: Outside Activities

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

Section 16: Moving and Relocation Expenses

Employee agrees to establish residence within the corporate boundaries of the local government, if required, within three (3) months of employment, and thereafter to maintain residence within the corporate boundaries of the local government.

Section 17: Indemnification

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

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

Section 18: Bonding

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

Section 19: Other Terms and Conditions of Employment

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

Section 20: Notices

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

- (1) EMPLOYER: Rodney Sonnichsen, Mayor, City of Broken Bow
- (2) EMPLOYEE: David Schmidt

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

Section 21: General Provisions

- A. **Integration.** This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.
- B. **Binding Effect.** This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.
- C. **Effective Date.** This Agreement shall become effective on July 14, 2026.
- D. **Severability.** The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

David Schmidt, City Administrator

City of Broken Bow
Rodney Sonnichsen, Mayor

ATTEST:

Jennifer A. Waterhouse, Broken Bow, City Clerk