

**CITY OF BROKEN BOW
CITY COUNCIL AGENDA
July 23, 2024 @ 6:00 PM
Broken Bow Municipal Building
314 South 10th Ave, Broken Bow NE**

Meeting Procedure

The Public may address specific agenda items at the pleasure of the Mayor. Please come to the podium, state your name and address, and limit your remarks to five minutes or less. 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 July 23rd, 2024, which will include the following:

- a. Approval of Minutes of July 9th, 2024, Council Meeting
- b. Approval of Bills as Posted

F. Other Communication:

- a. July 16, 2024, Storm Update and emergency weather protocols

G. New Business:

- a. **Consideration of LMJ3, LLC Lease Agreement-** Council will have the consideration of approving the lease agreement between the City of Broken Bow and LMJ3, LLC (Larry Harbour) for public restroom space at the downtown square.
- b. **Resolution 2024-07, Resolution Authorizing Payments No. 1 and No. 2 for Eagle Crest Subdivision Project #211489-** Council will have the consideration of approving payment in the amount of \$277,573.05 to Myers Construction Inc. for work completed to date for the Eagle Crest Subdivision project #211489, including pay applications No. 1 and No. 2. Money to be sourced from sales tax infrastructure fund account ending in 168.



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- c. Highway 2 Sanitary Sewer Extension Agreement-** Council will have the consideration of approving the Highway 2 Sanitary Sewer extension agreement with Myers Construction.

H. Mayor and Council Comments

I. Adjournment

***The Next City Council Meeting Will Be on Tuesday, August 13th, 2024
at 6:00 pm in the Broken Bow Municipal Building***

Upcoming Events:

- ❖ **August 13th** – Board of Public Works @ 12:30 pm in the Broken Bow Municipal Auditorium
- ❖ **August 27th** – City Council Meeting @ 6:00 pm in the Broken Bow Municipal Auditorium

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 called. 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 9th, 2024

The Broken Bow City Council met in regular session on Tuesday, July 9th, 2024, in the Broken Bow Municipal Auditorium. Notice of the meeting was given in advance as required by Nebraska statutes. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

Mayor Rod Sonnichsen called the meeting to order at 6:00 pm, with the following Councilmembers present: Russ Smith, Luke Wassom, Chris Myers, and Paul Holland. Absent: None. Mayor Sonnichsen announced the availability of the open meetings law, followed by reciting the Pledge of Allegiance.

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

Moved by Smith, seconded by Holland to approve the consent agenda for July 9, 2024. Said motion includes approval of the Minutes of the June 25, 2024, Council Meeting, Bills to Date, Broken Bow Volunteer Fire Department Official Roster, and Broken Bow Ambulance Service Official Roster. Roll call vote: Voting aye: Smith, Wassom, Myers, and Holland. Nays: None. Motion carried.

AKRS Equipment \$1,029.60, AKRS Equipment-Parks \$260.10, Aflac \$458.39, \$157.00, \$67.02, Bound Tree Medical \$971.61, Broken Bow Airport Authority \$1,083.33, Broken Bow Chamber of Commerce \$3,355.00, Broken Bow Municipal Utilities \$6,519.47, Broken Bow Rural Fire Board \$2,598.97, City Flex Benefit Plan \$225.00, City of Broken Bow - Health Insurance \$3,661.81, City of Broken Bow Pension Fund \$2,278.07, \$9,329.02, \$1,121.41, Colonial Insurance \$410.31, \$327.75, Credit Management Services \$346.41, Custer County Treasurer \$17,822.97, \$17,822.97, Custer Public Power \$51.52, EFTPS Online Payment \$3,122.86, \$7,683.32, \$13,353.08, EZ IT Solutions \$51.43, \$2,765.00, Family Heritage \$25.50, Gateway Motors Inc \$115.64, Great Plains Communications \$155.51, Grocery Kart \$73.81, Hometown Leasing \$73.57, Kirkpatrick Cleaning Solutions \$1,043.00, \$185.00, Nebraska Child Support Payment Center \$899.09, Nebraska Pasture Door \$134.94, OCLC Inc. \$627.68, Paper Tiger Shredding \$90.00, RT Ace, LLC \$14.99, \$85.68, Ranchland Ford \$678.02, Sara J. Hulinsky \$837.00, Schaper and White Law Firm \$3,016.00, State Income Tax WH NE Online Payment \$3,805.97, Statewide Collection LLC \$2.77, TX Child Support SDU \$401.00, Bi-Weekly Payroll (7/3/24) \$77,760.91, Total \$186,899.50

Under new business, moved by Smith, seconded by Myers to approve the appointment of Joshua Townsend as a Broken Bow Police Officer. Roll Call Vote: Voting aye: Smith, Wassom, Myers, and Holland. Nays: None. Motion carried.

City Attorney Jason White administered the Police Officer Oath to Officer Joshua Townsend.

Discussion was held on potentially approving Resolution 2024-06, Sale of Surplus Real Property valued at over \$5,000 located at Lot Six (6), and the North Half (N½), of Lot Seven (7), in Block Twelve (12), of Jewett & Lilly's Addition to Broken Bow, Custer County, Nebraska. This was an update of previous Resolution 2024-04 passed on May, 28th, 2024 that needed to be resubmitted due to a publishing error. At the end of discussion, moved by Holland, seconded by Wassom to approve Resolution 2024-06 with a minimum bid of

\$6,500 and the condition that the bidder will have a period of 60 days to remediate the nuisance status of the property, upon transfer of the deed. Sealed bids must be submitted to the City Clerk by 5:00 pm August 23, 2024. The bids will be opened at the City Council meeting that will be held on Tuesday, August 27, 2024. Roll Call Vote: Voting aye: Smith, Wassom, Myers, and Holland. Nays: None. Motion carried.

Moved by Smith, seconded by Holland to approve the Eagle Crest Subdivision Change Order 1 for \$65,357.00. Ryan Kavan from JEO explained that the potential change order includes extending the pipe 350 feet from where it is currently proposed to end at Linden Drive, filling in the ditch with pipe and soil, putting in some inlets, and extending it across Hillcrest Drive. The change includes 75 feet of 24 inch pipe and 275 feet of 18 inch pipe that will allow the city to tap into this pipe in the future if they have a desire to put a storm sewer along Hillcrest Drive. Mayor Sonnichsen stated that the project came in well under what they had thought it would and the change order addresses drainage issues that will need to be addressed in the future. Roll Call Vote: Voting aye: Smith, Wassom, and Holland. Abstain: Myers. Nays: None. Motion carried.

Moved by Holland, seconded by Wassom to open a public hearing at 6:15 PM regarding issuing a conditional use permit to Michaela Bissonette allowing her to operate a residential/cottage bakery at 843 Hillcrest Drive, Broken Bow, Nebraska. Roll Call vote: Voting aye: Smith, Wassom, Myers, and Holland. Nays: None. Motion carried. Zoning Administrator and Planning Commission member Jacob Holcomb stated the conditional use permit came with a recommendation of approval from the planning commission. Moved by Myers, seconded by Smith to exit public hearing at 6:17 PM. Roll Call vote: Voting aye: Smith, Myers, Wassom, and Holland. Nays: None. Motion carried.

Moved by Myers, seconded by Wassom to approve the conditional use permit for Michaela Bissonette at 843 Hillcrest Drive, Broken Bow, Nebraska. Roll Call Vote: Voting aye: Smith, Wassom, Myers, and Holland. Nays: None. Motion carried.

Moved by Holland, seconded by Wassom to open a public hearing at 6:18 PM regarding issuing a conditional use permit to Industrial Tower West allowing them to build a cell phone tower at 44100 Memorial Drive, Broken Bow, Nebraska. Roll Call vote: Voting aye: Smith, Wassom, Myers, and Holland. Nays: None. Motion carried. Zoning Administrator and Planning Commission member Jacob Holcomb stated the conditional use permit came with a recommendation of approval from the planning commission. Mayor Sonnichsen stated that three council members have been on the site and some potential issues have been identified regarding the easement, setbacks, and the drawings submitted. He advised council to postpone action on this item until more information can be obtained from Industrial Tower West. Moved by Wassom, seconded by Holland to exit public hearing at 6:31 PM. Roll Call vote: Voting aye: Smith, Myers, Wassom, and Holland. Nays: None. Motion carried.

Moved by Wassom, seconded by Smith to postpone action regarding the conditional use permit for Industrial Tower West at 44100 Memorial Drive, Broken Bow, Nebraska until the August 13, 2024, council meeting. Roll Call Vote: Voting aye: Smith, Wassom, Myers, and Holland. Nays: None. Motion carried.

In the Mayor and Council Comments, Mayor Sonnichsen thanked Officer Townsend for his dedication to serving the community of Broken Bow.

Moved by Myers, seconded by Holland, to adjourn the City Council meeting at 6:33 PM.
Roll Call vote: Voting aye: Smith, Wassom, Myers and Holland. Nays: None. Motion
Carried.

Rodney W. Sonnichsen, Mayor

ATTEST:

Jennifer Waterhouse, City Clerk

<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Debit</u>	<u>Credit</u>	<u>Status</u>
	<u>Account#</u>	<u>Work Order</u>		<u>Description</u>					
4 County Heating & Air, LLC									
35869	7/23/2024	7/23/2024	221.68	4047					Posted
	07-3311.00			Maintenance of HVAC-Library			221.68	0.00	
Aflac									
35880	7/17/2024	7/17/2024	458.39						Posted
	01-1501.00			PRE TAX AFLAC			458.39	0.00	
35881	7/17/2024	7/17/2024	157.00						Posted
	01-1501.00			AFLAC POST TAX			157.00	0.00	
Barco Products									
35870	7/23/2024	7/23/2024	367.50	IN-248982					Posted
	08-3311.00			Locate Flags			367.50	0.00	
Beaver Bearing Co Albion									
35871	7/23/2024	7/23/2024	60.48	8422					Posted
	08-3310.00			Repairs			60.48	0.00	
Black Hills Energy									
35872	7/23/2024	7/23/2024	160.29	ACCT# 7315 6243					Posted
	04-3220.00			Utilities-Gas			59.90	0.00	
	02-3220.00			Utilities-Gas			100.39	0.00	
							160.29	0.00	
Bound Tree Medical									
35873	7/23/2024	7/23/2024	1,419.43	85396864 8540347					Posted
	05-3338.00			EMT Supplies			1,419.43	0.00	
Broken Bow Ambulance Service									
35874	7/23/2024	7/23/2024	32.15						Posted
	05-3205.00			Transport Meals McDonald's and Casey's			32.15	0.00	
Police	Capital One								
35875	7/23/2024	7/23/2024	340.81						Posted
	04-3411.00			Microsoft renewal			106.99	0.00	
	04-3413.00			Radio Battery			117.69	0.00	
	04-3312.00			Shirts for 406 (JT)			54.93	0.00	
	04-3411.00			Wifi adaptors			41.70	0.00	
	04-3223.00			Pen refills			19.50	0.00	
							340.81	0.00	
Streets-4834	Card Services 4834								
35876	7/23/2024	7/23/2024	1,704.69	ACCT# 4834					Posted
	08-3416.00			Supplies and Repairs			133.70	0.00	
	08-3344.00			Supplies and Repairs			75.56	0.00	
	09-3205.00			Supplies and Repairs			150.00	0.00	
	09-3225.00			Supplies and Repairs			185.01	0.00	
	10-3223.00			Supplies and Repairs			347.58	0.00	
	10-3311.00			Supplies and Repairs			59.14	0.00	
	10-3339.00			Supplies and Repairs			682.56	0.00	
	10-3310.00			Supplies and Repairs			71.14	0.00	
							1,704.69	0.00	
Office-0583	Card Services 0583								
35896	7/23/2024	7/23/2024	81.61	ACCT# 0583					Posted
	01-3212.00			Easter candy			28.65	0.00	
	01-3223.10			Interest and late fee May			27.46	0.00	
	01-3223.10			Interest and late fee June			25.50	0.00	
							81.61	0.00	
MSFire-0591	Card Services 0591								
35897	7/23/2024	7/23/2024	1,570.24						Posted
	05-3223.01			Cleaning supplies			26.64	0.00	
	05-3361.00			EMS Pants - 3			118.79	0.00	
	05-3410.00			Live Action-Needles, power driver			1,287.91	0.00	
	06-3310.00			Thread and needles			24.32	0.00	
	05-3205.00			Transport Meal			23.07	0.00	
	05-3223.00			Aero Trim Cleaner			11.99	0.00	
	05-3225.00			Fuel			31.52	0.00	
	05-3225.00			Fuel			46.00	0.00	
							1,570.24	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)									
35877	7/23/2024	7/23/2024		2,256.60	ACCT# 0609					Posted
	01-3223.00					Office supplies - Flood			178.43	0.00
	02-3311.00					Plastic from Ace for Flood clean-up			36.36	0.00
	01-3223.00					Certified Letter-Encova Insurance			26.85	0.00
	02-3311.00					Dehumidifier for Flood repairs			700.00	0.00
	01-3223.00					Office supplies - Flood			28.32	0.00
	01-3420.00					Fuel-Dave			51.25	0.00
	01-3223.00					Office supplies - Flood			42.76	0.00
	01-3223.00					Office supplies - Laptop sleeve Jennifer			41.90	0.00
	01-3223.00					Office supplies - Laptop bag and mouse Je			58.41	0.00
	01-3223.00					Office supplies			21.30	0.00
	01-3223.00					Office supplies - Timecards			31.11	0.00
	01-3223.00					Office supplies - Entered stamp LeeAnn			5.00	0.00
	01-3223.00					Office supplies - Flood			14.48	0.00
	01-3223.00					Office supplies - Flood			21.47	0.00
	02-3205.00					City wide clean-up meal supplies			39.65	0.00
	02-3205.00					City wide clean-up meal			174.70	0.00
	01-3420.00					Fuel - Dave			44.15	0.00
	01-3223.10					Interest May & June			74.39	0.00
	01-3223.10					Late Fees May & June			50.00	0.00
	01-3216.10					Adobe Software			616.07	0.00
									2,256.60	0.00
	Carquest of Broken Bow									
35898	7/23/2024	7/23/2024		150.38	ACCT# 11750					Posted
	08-3310.00					Maintenance repair-Equipment			45.12	0.00
	09-3310.00					Maintenance repair-Equipment			105.26	0.00
									150.38	0.00
35899	7/23/2024	7/23/2024		97.10	ACCT# 11465					Posted
	05-3223.00					Dash mount, bug remover cleaner, oil			97.10	0.00
Handi Bus	Century Link									
35900	7/23/2024	7/23/2024		242.18						Posted
	03-3221.00					Phone & Basic Long Distance			242.18	0.00
35901	7/23/2024	7/23/2024		1,222.94						Posted
	01-3221.00					General -Basic & Long Distance Radio			337.94	0.00
	01-3221.00					General -Basic & Long Distance Office			593.46	0.00
	01-3221.00					General -Basic & Long Distance Admin			291.54	0.00
									1,222.94	0.00
35902	7/23/2024	7/23/2024		127.91						Posted
	10-3221.00					Phone & Internet			127.91	0.00
35903	7/23/2024	7/23/2024		295.77						Posted
	08-3221.00					Phone & Internet -Streets			147.89	0.00
	09-3221.00					Phone & Internet -Parks			147.88	0.00
									295.77	0.00
35904	7/23/2024	7/23/2024		320.79						Posted
	04-3221.00					Phone & Internet - Police			320.79	0.00
	Christopher Osmond									
35905	7/23/2024	7/23/2024		40.00	Reimburse					Posted
	10-3359.00					Reimburse for Pool Operator Certificate			40.00	0.00
	City Flex Benefit Plan									
35882	7/17/2024	7/17/2024		225.00						Posted
	01-1501.00					SELECT FLEX-UNREIMBURSED M/D/V			225.00	0.00
	City of Broken Bow - Health Insurance									
35893	7/17/2024	7/17/2024		3,661.81						Posted
	01-1501.00					HEALTH INSURANCE			3,661.81	0.00
	City of Broken Bow Pension Fund									
35883	7/17/2024	7/17/2024		2,278.07						Posted
	01-1513.00					RETIREMENT LOAN PAYMENT			2,278.07	0.00
35884	7/17/2024	7/17/2024		9,484.38						Posted
	01-1502.00					414H RETIREMENT			9,484.38	0.00
35885	7/17/2024	7/17/2024		1,121.53						Posted
	01-1502.00					457 RETIREMENT			1,121.53	0.00

Accounts Payable Detail Listing

City of Broken Bow

<u>Vend#</u>	<u>Vendor Name</u>	<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>
	<u>Account#</u>					<u>Description</u>			<u>Debit</u>	<u>Credit</u>
Cole Electric Company (continued)										
35906	7/23/2024	7/23/2024		4,544.95						Posted
	09-3339.00					Melham lights and score board			4,131.95	0.00
	09-3430.00					Melham lake pum			413.00	0.00
									4,544.95	0.00
Colonial Insurance										
35878	7/17/2024	7/17/2024		410.31						Posted
	01-1501.00					COLONIAL LIFE PRE TAX			410.31	0.00
35879	7/17/2024	7/17/2024		327.75						Posted
	01-1501.00					COLONIAL LIFE POST TAX			327.75	0.00
35907	7/23/2024	7/23/2024		538.72						Posted
	01-1501.00					June Insurance Dave Schmidt			470.64	0.00
	01-1501.00					June company paid life			68.08	0.00
									538.72	0.00
Credit Management Services										
35892	7/17/2024	7/17/2024		346.41						Posted
	01-1504.00					WAGE GARNISHMENT - Plaintiff			346.41	0.00
Custer County Chief										
35908	7/23/2024	7/23/2024		26.93						Posted
	01-3223.00					LeeAnn signature stamp			26.93	0.00
35909	7/23/2024	7/23/2024		496.86						Posted
	01-3209.00					Publications - Minutes, Meeting, Invite to b			496.86	0.00
EFTPS Online Payment										
35888	7/17/2024	7/17/2024		3,241.40						Posted
	01-1500.00					MEDICARE			3,241.40	0.00
35889	7/17/2024	7/17/2024		8,187.39						Posted
	01-1500.00					FEDERAL MARRIED			3,996.15	0.00
	01-1500.00					FEDERAL SINGLE			3,061.62	0.00
	01-1500.00					Federal Head of Household			537.54	0.00
	01-1500.00					2020 Federal Single			257.85	0.00
	01-1500.00					2020 Federal Married			334.23	0.00
									8,187.39	0.00
35890	7/17/2024	7/17/2024		13,859.48						Posted
	01-1500.00					SOCIAL SECURITY			13,859.48	0.00
EZ IT Solutions										
35913	7/23/2024	7/23/2024		5.00	7525					Posted
	04-3223.00					ID Card-JT			5.00	0.00
Eakes Office Products										
35964	7/18/2024	7/18/2024		151.61	567881					Posted
	04-3223.00					Copier meter reading-Police			151.61	0.00
Eakes Office Solutions										
35910	7/23/2024	7/23/2024		58.99	8961548-00					Posted
	07-3223.00					Supplies - copy paper			58.99	0.00
Evans Feed Co.										
35912	7/23/2024	7/23/2024		42.75	580828					Posted
	04-3315.00					Dog Food			42.75	0.00
Family Heritage										
35886	7/17/2024	7/17/2024		25.50						Posted
	01-1501.00					FAMILY HERITAGE			25.50	0.00
Fyr-Tek										
35914	7/23/2024	7/23/2024		3,873.18	S19371-QT-9					Posted
	06-3310.00					Repairs			3,873.18	0.00
Galloway Financial Advisors, Inc.										
35915	7/23/2024	7/23/2024		2,084.50	355					Posted
	01-3208.00					22-23 Audit Prep/Accounting Services			2,084.50	0.00
Garret Tires & Treads Grand Island										
35945	7/23/2024	7/23/2024		283.38	2984814					Posted
	09-3310.00					Tire Foam			283.38	0.00

Accounts Payable Detail Listing

City of Broken Bow

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	<u>Account#</u>			<u>Work Order</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>
Great Plains Communications (continued)										
35911	7/23/2024	7/23/2024			151.84	ACCT# 102490				Posted
	08-3221.00					Phone			75.92	0.00
	09-3221.00					Phone			75.92	0.00
									151.84	0.00
35916	7/23/2024	7/23/2024			185.00					Posted
	04-3221.00					Internet			185.00	0.00
Grocery Kart										
35917	7/23/2024	7/23/2024			199.89					Posted
	10-3311.00					Cleaning supplies and water			199.89	0.00
Hometown Leasing										
35918	7/23/2024	7/23/2024			116.65					Posted
	04-3216.00					copier lease - police			116.65	0.00
Ingram Library Services										
35919	7/23/2024	7/23/2024			2,099.40					Posted
	07-3340.00					Materials			2,099.40	0.00
welding	Island Supply Welding Co.									
35920	7/23/2024	7/23/2024			82.40	321452				Posted
	05-3338.00					Oxygen			82.40	0.00
JEO										
35921	7/23/2024	7/23/2024			39,854.95	149735 150559 15				Posted
	12-4200.00					Eagle Crest Subdivision INV 149735 1505			16,273.25	0.00
	12-4200.00					Eagle Crest Subdivision INV 151652			23,581.70	0.00
									39,854.95	0.00
Kirkpatrick Cleaning Solutions										
35922	7/23/2024	7/23/2024			27.65	13410				Posted
	07-3223.00					Paper towels			27.65	0.00
MacQueen Equipment										
35923	7/23/2024	7/23/2024			824.23	P32228				Posted
	06-3410.00					Blue fire hose			824.23	0.00
Matheson Tri-Gas Inc										
35958	7/23/2024	7/23/2024			409.82	29975476				Posted
	08-3310.00					Welding supplies			409.82	0.00
Mead Lumber										
35924	7/23/2024	7/23/2024			1,458.73					Posted
	08-3311.00					Maint Repair Building			1,354.44	0.00
	09-3339.00					Maint Repair Grounds			104.29	0.00
									1,458.73	0.00
Melham Wellness Center										
35925	7/23/2024	7/23/2024			183.00					Posted
	01-3205.03					Employee Membership-Thomas Flynn			12.00	0.00
	01-3205.03					Employee Membership-Joshua Townsend			57.00	0.00
	01-3205.03					Employee Membership-LeeAnn Taylor			57.00	0.00
	01-3205.03					Employee Membership-Jose Garcia			57.00	0.00
									183.00	0.00
Motorola Solutions Inc.										
35926	7/23/2024	7/23/2024			15.00	8281919716				Posted
	04-3410.00					Shipping Charge-Antenna			15.00	0.00
1	Nebraska Child Support Payment Center									
35887	7/17/2024	7/17/2024			899.09					Posted
	01-1503.00					CHILD SUPPORT-NE			899.09	0.00
Nebraska Law Enforcement Training Center										
35931	7/23/2024	7/23/2024			50.00	13919				Posted
	04-3205.00					Loding 403 Training			50.00	0.00
Nebraska Pasture Door										
35929	7/23/2024	7/23/2024			32.00	11752				Posted
	04-3312.00					Sew outs on shirts			32.00	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>
Nebraska Safety and Fire Equipment, Inc (continued)										
35930	7/23/2024	7/23/2024			199.00	118524				Posted
	07-3311.00					Fire alarm and extinguisher inspection			199.00	0.00
O'Reilly Auto Parts										
35933	7/23/2024	7/23/2024			60.96	123635 122519				Posted
	04-3223.00					Car washing supplies			60.96	0.00
OBrien's Hardware										
35932	7/23/2024	7/23/2024			138.11	ACCT# 668				Posted
	09-3427.00					Sprinkler repair			138.11	0.00
Platte Valley Communications										
35934	7/23/2024	7/23/2024			148.84	62024000				Posted
	05-3410.00					1 VHF Battery			148.84	0.00
Power Solutions										
35936	7/23/2024	7/23/2024			324.88	13223				Posted
	06-3310.00					Repairs to engine 32 batteries			324.88	0.00
Powerplan										
35935	7/23/2024	7/23/2024			83.39	2261728				Posted
	11-3222.00					Door Latch-Murphy Tractor Supply			83.39	0.00
Presto X Company										
35937	7/23/2024	7/23/2024			72.49	61511880				Posted
	07-3311.00					monthly service			72.49	0.00
RT Ace, LLC										
35942	7/23/2024	7/23/2024			9.99	28723				Posted
	04-3223.00					Batteries			9.99	0.00
Ranchland Ford										
35938	7/23/2024	7/23/2024			98.12	100138				Posted
	03-3310.00					Handi Bus - Light bulb			98.12	0.00
35939	7/23/2024	7/23/2024			263.76	100214 100247 57				Posted
	04-3225.00					Oil changes			263.76	0.00
Register of Deeds										
35940	7/23/2024	7/23/2024			30.00					Posted
	01-3223.20					CUP-BB Stockyard			10.00	0.00
	01-3223.20					BOA-Variance			10.00	0.00
	01-3223.20					CRA-LB Property			10.00	0.00
									30.00	0.00
S&L Sanitary Service										
35943	7/23/2024	7/23/2024			116.60					Posted
	09-3219.00					May-June Trash removal around square			116.60	0.00
STEVE MOGENSEN										
35946	7/23/2024	7/23/2024			106.99					Posted
	09-3410.01					Reimburse Steel Toe Boots			106.99	0.00
Site One Landscape Supply										
35944	7/23/2024	7/23/2024			1,029.00	143106193 142665				Posted
	09-3339.00					Maintenance repairs grounds			1,029.00	0.00
State Income Tax WH NE Online Payment										
35891	7/17/2024	7/17/2024			4,020.18					Posted
	01-1500.00					STATE MARRIED			2,302.14	0.00
	01-1500.00					STATE SINGLE			1,718.04	0.00
									4,020.18	0.00
Statewide Collection LLC										
35895	7/17/2024	7/17/2024			2.77					Posted
	01-1504.00					Wage Garnishment-Plaintiff			2.77	0.00
Steve Scott										
35965	7/18/2024	7/18/2024			64.93					Posted
	04-3223.00					Supplies & Postage			64.93	0.00
TSYS Merchant Solutions										
35959	7/23/2024	7/23/2024			585.07					Posted
	10-3206.10					June 2024 CC Processing Fees			585.07	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>
	TX Child Support SDU (continued)									
35894	7/17/2024	7/17/2024		401.00						Posted
	01-1503.00					CHILD SUPPORT-TX			401.00	0.00
	Tamara Johnson									
35947	7/23/2024	7/23/2024		40.00						Posted
	10-3359.00					Pool Certification Reimbursement			40.00	0.00
	Taste of Home									
35948	7/23/2024	7/23/2024		19.36						Posted
	07-3340.00					Cookbook			19.36	0.00
	Tracker Systems									
35949	7/23/2024	7/23/2024		16.99						Posted
	03-3222.00					Tracking			16.99	0.00
arks-BBPAR	Trotter Service									
35950	7/23/2024	7/23/2024		3,205.88						Posted
	08-3225.00					Gas & Oil			2,205.64	0.00
	09-3225.00					Gas & Oil			1,000.24	0.00
									3,205.88	0.00
35951	7/23/2024	7/23/2024		741.51						Posted
	04-3225.00					Fuel			741.51	0.00
35952	7/23/2024	7/23/2024		144.55						Posted
	05-3225.00					Fuel			144.55	0.00
35953	7/23/2024	7/23/2024		24.74						Posted
	06-3225.00					Fuel			24.74	0.00
BBAMB	Trotter Whoa & Go West BB									
35955	7/23/2024	7/23/2024		104.17						Posted
	05-3225.00					Fuel			104.17	0.00
BBFire	Trotter's Whoa & Go West BB									
35954	7/23/2024	7/23/2024		80.25						Posted
	06-3225.00					Fuel			80.25	0.00
35956	7/23/2024	7/23/2024		606.33						Posted
	03-3225.00					Fuel			606.33	0.00
35957	7/23/2024	7/23/2024		229.55						Posted
	04-3225.00					Fuel			229.55	0.00
	Van Diest Supply Co									
35960	7/23/2024	7/23/2024		7,156.90	CUST# 15700000					Posted
	08-3344.00					Weed Spray			5,932.00	0.00
	09-3339.00					Weed Spray			1,224.90	0.00
									7,156.90	0.00
	Verizon Wireless									
35961	7/23/2024	7/23/2024		454.89						Posted
	05-3221.00					Rescue hot spots			160.04	0.00
	06-3221.00					Andy cell phone			42.99	0.00
	08-3221.00					street cell phone			85.92	0.00
	09-3221.00					parks cell phone			85.92	0.00
	01-3221.00					Zoning tablet			80.02	0.00
									454.89	0.00
35962	7/23/2024	7/23/2024		404.92						Posted
	05-3221.00					ALS phone			253.33	0.00
	06-3221.00					Fire jet pack			80.02	0.00
	03-3221.00					Handi Bus Phone			71.57	0.00
									404.92	0.00
35963	7/23/2024	7/23/2024		320.08						Posted
	04-3221.00					Police Internet for Ipads			320.08	0.00
Streets-1243	Wenquist, Inc.									
35928	7/23/2024	7/23/2024		83.88	401974					Posted
	08-3310.00					Maintenance Repairs Equipment			83.88	0.00

Accounts Payable Detail Listing
City of Broken Bow

Vend#		Vendor Name									
Pay#	Post Date	Due Date	Amount	Invoice	Date	PO#		Date	Status		
	Account#	Work Order		Description	Debit	Credit					
			134,583.57	95 Non-voided payables listed.							

Report Setup

AP - Accounts Payable Listing : Vendor Name

Filter Options

Starting: 7/10/2024

Ending: 7/23/2024

Banks: All

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

All Vendors Selected

Bi-Weekly Payroll 7/17/2024 \$80,701.24

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City of Broken Bow

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<u>Vendor Name</u>	<u>Invoice</u>	<u>Invoice Description</u>	<u>Account Description</u>	<u>Amount</u>
General				
Aflac		PRE TAX AFLAC	Health/Life/Acc Insuranc	458.39
Aflac		AFLAC POST TAX	Health/Life/Acc Insuranc	157.00
Card Services 0583	ACCT# 05	Easter candy, Interest and Late fees	City Promotions	28.65
Card Services 0583	ACCT# 05	Easter candy, Interest and Late fees	Bank Fees	27.46
Card Services 0583	ACCT# 05	Easter candy, Interest and Late fees	Bank Fees	25.50
Card Services 0609	ACCT# 06	Office supplies, Flood expenses and meals,	Software Fees	616.07
Card Services 0609	ACCT# 06	Office supplies, Flood expenses and meals,	Supplies & Postage	178.43
Card Services 0609	ACCT# 06	Office supplies, Flood expenses and meals,	Supplies & Postage	26.85
Card Services 0609	ACCT# 06	Office supplies, Flood expenses and meals,	Supplies & Postage	28.32
Card Services 0609	ACCT# 06	Office supplies, Flood expenses and meals,	Supplies & Postage	42.76
Card Services 0609	ACCT# 06	Office supplies, Flood expenses and meals,	Supplies & Postage	41.90
Card Services 0609	ACCT# 06	Office supplies, Flood expenses and meals,	Supplies & Postage	58.41
Card Services 0609	ACCT# 06	Office supplies, Flood expenses and meals,	Supplies & Postage	21.30
Card Services 0609	ACCT# 06	Office supplies, Flood expenses and meals,	Supplies & Postage	31.11
Card Services 0609	ACCT# 06	Office supplies, Flood expenses and meals,	Supplies & Postage	5.00
Card Services 0609	ACCT# 06	Office supplies, Flood expenses and meals,	Supplies & Postage	14.48
Card Services 0609	ACCT# 06	Office supplies, Flood expenses and meals,	Supplies & Postage	21.47
Card Services 0609	ACCT# 06	Office supplies, Flood expenses and meals,	Bank Fees	74.39
Card Services 0609	ACCT# 06	Office supplies, Flood expenses and meals,	Bank Fees	50.00
Card Services 0609	ACCT# 06	Office supplies, Flood expenses and meals,	Admin Vehicle	51.25
Card Services 0609	ACCT# 06	Office supplies, Flood expenses and meals,	Admin Vehicle	44.15
Century Link		Phone & Long Distance	Telephone/Internet	337.94
Century Link		Phone & Long Distance	Telephone/Internet	593.46
Century Link		Phone & Long Distance	Telephone/Internet	291.54
City Flex Benefit Plan		SELECT FLEX-UNREIMBURSED M/D/V	Health/Life/Acc Insuranc	225.00
City of Broken Bow - Health Insurance		HEALTH INS	Health/Life/Acc Insuranc	3,661.81
City of Broken Bow Pension Fund		414H RETIREMENT	Pension	9,484.38
City of Broken Bow Pension Fund		457 RETIREMENT	Pension	1,121.53
City of Broken Bow Pension Fund		RETIREMENT LOAN PAYMENT	Loan Payment	2,278.07
Colonial Insurance		COLONIAL LIFE PRE TAX	Health/Life/Acc Insuranc	410.31
Colonial Insurance		COLONIAL LIFE POST TAX	Health/Life/Acc Insuranc	327.75
Colonial Insurance		June Insurance Dave & City paid life	Health/Life/Acc Insuranc	470.64
Colonial Insurance		June Insurance Dave & City paid life	Health/Life/Acc Insuranc	68.08
Credit Management Services		WAGE GARNISHMENT - Plaintiff	Wage Garnishment	346.41
Custer County Chief		27746 27750-51 27866-67	Printing & Publication	496.86
Custer County Chief		LeeAnn signature stamp	Supplies & Postage	26.93
EFTPS Online Payment		MEDICARE	Payroll Taxes	3,241.40
EFTPS Online Payment		FEDERAL	Payroll Taxes	3,996.15
EFTPS Online Payment		FEDERAL	Payroll Taxes	3,061.62
EFTPS Online Payment		FEDERAL	Payroll Taxes	537.54
EFTPS Online Payment		FEDERAL	Payroll Taxes	257.85
EFTPS Online Payment		FEDERAL	Payroll Taxes	334.23
EFTPS Online Payment		FICA	Payroll Taxes	13,859.48
Family Heritage		FAMILY HERITAGE	Health/Life/Acc Insuranc	25.50
Galloway Financial Advisors, Inc.	355	Accounting Services	Audit Expense	2,084.50
Melham Wellness Center		Employee Memberships	Employee Expenses	12.00
Melham Wellness Center		Employee Memberships	Employee Expenses	57.00
Melham Wellness Center		Employee Memberships	Employee Expenses	57.00
Melham Wellness Center		Employee Memberships	Employee Expenses	57.00
Nebraska Child Support Payment Center		CHILD SUPPORT-NE	Child Support	899.09
Register of Deeds		CUP, BOA, CRA	Filing Fees	10.00
Register of Deeds		CUP, BOA, CRA	Filing Fees	10.00
Register of Deeds		CUP, BOA, CRA	Filing Fees	10.00
State Income Tax WH NE Online Paymer		STATE	Payroll Taxes	2,302.14
State Income Tax WH NE Online Paymer		STATE	Payroll Taxes	1,718.04
Statewide Collection LLC		Wage Garnishment-Plaintiff	Wage Garnishment	2.77
TX Child Support SDU		CHILD SUPPORT-TX	Child Support	401.00
Verizon Wireless		Cellphone, tablets, hot spots May-June	Telephone/Internet	80.02
Total General				\$55,157.93

Municipal Building

Black Hills Energy	ACCT# 73	Utilities-Gas	Utilities	100.39
Card Services 0609	ACCT# 06	Office supplies, Flood expenses and meals,	Training & Meeting Expe	39.65
Card Services 0609	ACCT# 06	Office supplies, Flood expenses and meals,	Training & Meeting Expe	174.70
Card Services 0609	ACCT# 06	Office supplies, Flood expenses and meals,	Maintenance & Repair B	36.36
Card Services 0609	ACCT# 06	Office supplies, Flood expenses and meals,	Maintenance & Repair B	700.00
Total Municipal Building				\$1,051.10

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<u>Vendor Name</u>	<u>Invoice</u>	<u>Invoice Description</u>	<u>Account Description</u>	<u>Amount</u>
Handi Bus				
Century Link		Phone & Basic Long Distance	Telephone/Internet	242.18
Ranchland Ford	100138	Handi Bus - Light bulb	Maint/Repair Equipment	98.12
Tracker Systems			Miscellaneous Expense	16.99
Trotter's Whoa & Go West BB		Fuel	Gas and Oil	606.33
Verizon Wireless		Handi Bus Cell phone, Fire jet pack, ALS pr	Telephone/Internet	71.57
			Total Handi Bus	\$1,035.19
Police				
Black Hills Energy	ACCT# 73	Utilities-Gas	Utilities	59.90
Capital One		Pen refills, Wifi adaptors, shirts for officers,	Supplies & Postage	19.50
Capital One		Pen refills, Wifi adaptors, shirts for officers,	Uniforms	54.93
Capital One		Pen refills, Wifi adaptors, shirts for officers,	Computers	106.99
Capital One		Pen refills, Wifi adaptors, shirts for officers,	Computers	41.70
Capital One		Pen refills, Wifi adaptors, shirts for officers,	Radios	117.69
Century Link		Phone & Internet	Telephone/Internet	320.79
EZ IT Solutions	7525	ID Card - JT	Supplies & Postage	5.00
Eakes Office Products	567881	Copier meter reading-Police	Supplies & Postage	151.61
Evans Feed Co.	580828	Dog Food	Dog Care	42.75
Great Plains Communications		ACCT# 190330	Telephone/Internet	185.00
Hometown Leasing		copier lease - police	Copier Maint/Expense	116.65
Motorola Solutions Inc.	82819197	Shipping Charge-Antenna	Equipment Purchases	15.00
Nebraska Law Enforcement Training Cen	13919	Loding 403 Training	Training & Meeting Expe	50.00
Nebraska Pasture Door	11752	Sew outs on shirts	Uniforms	32.00
O'Reilly Auto Parts	123635 12	Car washing supplies	Supplies & Postage	60.96
RT Ace, LLC	28723	Batteries	Supplies & Postage	9.99
Ranchland Ford	100214 10	Oil changes	Gas and Oil	263.76
Steve Scott		Supplies & Postage	Supplies & Postage	64.93
Trotter Service			Gas and Oil	741.51
Trotter's Whoa & Go West BB		Fuel	Gas and Oil	229.55
Verizon Wireless		telephone	Telephone/Internet	320.08
			Total Police	\$3,010.29
Rescue Unit				
Bound Tree Medical	85396864	EMT Supplies ACCT# 112634	Ambulance Supplies	1,419.43
Broken Bow Ambulance Service		Transport Meals McDonald's and Casey's	Training & Meeting Expe	32.15
Card Services 0591		Fuel, cleaning supplies, EMS supplies, Thre	Training & Meeting Expe	23.07
Card Services 0591		Fuel, cleaning supplies, EMS supplies, Thre	Supplies & Postage	11.99
Card Services 0591		Fuel, cleaning supplies, EMS supplies, Thre	Building Cleaning Suppli	26.64
Card Services 0591		Fuel, cleaning supplies, EMS supplies, Thre	Gas and Oil	31.52
Card Services 0591		Fuel, cleaning supplies, EMS supplies, Thre	Gas and Oil	46.00
Card Services 0591		Fuel, cleaning supplies, EMS supplies, Thre	Uniforms	118.79
Card Services 0591		Fuel, cleaning supplies, EMS supplies, Thre	Equipment Purchases	1,287.91
Carquest of Broken Bow	ACCT# 11	Ambulance-Maintenance and Repairs	Supplies & Postage	97.10
Island Supply Welding Co.	321452	Oxygen	Ambulance Supplies	82.40
Platte Valley Communications	62024000	1 VHF Battery	Equipment Purchases	148.84
Trotter Service			Gas and Oil	144.55
Trotter Whoa & Go West BB		Fuel	Gas and Oil	104.17
Verizon Wireless		Cellphone, tablets, hot spots May-June	Telephone/Internet	160.04
Verizon Wireless		Handi Bus Cell phone, Fire jet pack, ALS pr	Telephone/Internet	253.33
			Total Rescue Unit	\$3,987.93
Fire				
Card Services 0591		Fuel, cleaning supplies, EMS supplies, Thre	Maint/Repair Equipment	24.32
Fyr-Tek	S19371-Q	Repairs	Maint/Repair Equipment	3,873.18
MacQueen Equipment	P32228	Blue fire hose	Equipment Purchases	824.23
Power Solutions	13223	Repairs to engine 32 batteries	Maint/Repair Equipment	324.88
Trotter Service		Fuel	Gas and Oil	24.74
Trotter's Whoa & Go West BB		Fuel	Gas and Oil	80.25
Verizon Wireless		Cellphone, tablets, hot spots May-June	Telephone/Internet	42.99
Verizon Wireless		Handi Bus Cell phone, Fire jet pack, ALS pr	Telephone/Internet	80.02
			Total Fire	\$5,274.61
Library				

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<u>Vendor Name</u>	<u>Invoice</u>	<u>Invoice Description</u>	<u>Account Description</u>	<u>Amount</u>
Library				
4 County Heating & Air, LLC	4047	Maintenance of HVAC-Library	Maintenance & Repair B	221.68
Eakes Office Solutions	8961548-	Supplies	Supplies & Postage	58.99
Ingram Library Services		materials	Book Purchases	2,099.40
Kirkpatrick Cleaning Solutions	13410	Paper towels	Supplies & Postage	27.65
Nebraska Safety and Fire Equipment, Inc	118524	Fire alarm and extinguisher inspection	Maintenance & Repair B	199.00
Presto X Company	61511880	monthly service	Maintenance & Repair B	72.49
Taste of Home		Cookbook	Book Purchases	19.36
			Total Library	\$2,698.57
Street				
Barco Products	IN-248982	Locate Flags	Maintenance & Repair B	367.50
Beaver Bearing Co Albion	8422	Repairs	Maint/Repair Equipment	60.48
Card Services 4834	ACCT# 48	Supplies and Repairs	Chemicals	75.56
Card Services 4834	ACCT# 48	Supplies and Repairs	Land & Buildings	133.70
Carquest of Broken Bow	ACCT# 11	Maintenance repair-Equipment	Maint/Repair Equipment	45.12
Century Link		Phone & Internett	Telephone/Internet	147.89
Great Plains Communications	ACCT# 1C		Telephone/Internet	75.92
Matheson Tri-Gas Inc	29975476	Welding supplies	Maint/Repair Equipment	409.82
Mead Lumber		INV 10796693-I 10701451-I	Maintenance & Repair B	1,354.44
Trotter Service			Gas and Oil	2,205.64
Van Diest Supply Co	CUST# 15	74386 85123-4 128872-3 140756-8	Chemicals	5,932.00
Verizon Wireless		Cellphone, tablets, hot spots May-June	Telephone/Internet	85.92
Wenquist, Inc.	401974	Maintenance Repairs Equipment	Maint/Repair Equipment	83.88
			Total Street	\$10,977.87
Park				
Card Services 4834	ACCT# 48	Supplies and Repairs	Training & Meeting Expe	150.00
Card Services 4834	ACCT# 48	Supplies and Repairs	Gas and Oil	185.01
Carquest of Broken Bow	ACCT# 11	Maintenance repair-Equipment	Maint/Repair Equipment	105.26
Century Link		Phone & Internett	Telephone/Internet	147.88
Cole Electric Company		INV# 2024-053 2024-099 2024-054	Maintenance/Repair Gro	4,131.95
Cole Electric Company		INV# 2024-053 2024-099 2024-054	Melham Lake	413.00
Garret Tires & Treads Grand Island	2984814	Tire Foam	Maint/Repair Equipment	283.38
Great Plains Communications	ACCT# 1C		Telephone/Internet	75.92
Mead Lumber		INV 10796693-I 10701451-I	Maintenance/Repair Gro	104.29
OBrien's Hardware	ACCT# 68	Sprinkler repair	Underground Sprinklers	138.11
S&L Sanitary Service		May-June Trash Removal	Trash Removal	116.60
STEVE MOGENSEN		Reimburse Steel Toe Boots	Safety Equipment	106.99
Site One Landscape Supply	14310619	Maintenance repairs grounds	Maintenance/Repair Gro	1,029.00
Trotter Service			Gas and Oil	1,000.24
Van Diest Supply Co	CUST# 15	74386 85123-4 128872-3 140756-8	Maintenance/Repair Gro	1,224.90
Verizon Wireless		Cellphone, tablets, hot spots May-June	Telephone/Internet	85.92
			Total Park	\$9,298.45
Swimming Pool				
Card Services 4834	ACCT# 48	Supplies and Repairs	Supplies & Postage	347.58
Card Services 4834	ACCT# 48	Supplies and Repairs	Maint/Repair Equipment	71.14
Card Services 4834	ACCT# 48	Supplies and Repairs	Maintenance & Repair B	59.14
Card Services 4834	ACCT# 48	Supplies and Repairs	Maintenance/Repair Gro	682.56
Century Link		Phone & Internet	Telephone/Internet	127.91
Christopher Osmond	Reimburs	Reimburse for Pool Operator Certificate	Red Cross Training	40.00
Grocery Kart		Cleaning supplies and water	Maintenance & Repair B	199.89
TSYS Merchant Solutions		June 2024 CC Processing Fees	Credit Card/POS Service	585.07
Tamara Johnson		Pool Certification Reimbursement	Red Cross Training	40.00
			Total Swimming Pool	\$2,153.29
Sanitation				
Powerplan	2261728	Door Latch-Murphy Tractor Supply	Miscellaneous Expense	83.39
			Total Sanitation	\$83.39
ST Infra/Capital				
JEO	149735 15	Eagle Crest Subdivision	Sales Tax Infra Projects	16,273.25
JEO	149735 15	Eagle Crest Subdivision	Sales Tax Infra Projects	23,581.70
			Total ST Infra/Capital	\$39,854.95

Check Approval List - GL Account

7/19/2024 2:43:35 PM

City of Broken Bow

Page 4 of 4

Vendor Name

Invoice

Invoice Description

Account Description

Amount

\$134,583.57

Report Selection: Check Approval List - GL Account

Date Range Selection: GL Posting Date

Starting Date: 7/10/2024

Ending Date: 7/23/2024

Banks: All

Bank Acct#:

Include Printed Checks: ☒

Bi-Weekly Payroll 7/17/2024 \$80,701.24

[Return to Agenda](#)

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made and entered into as of the _____ day of _____, 2024, by and between LMJ3, LLC ("Lessor") and City of Broken Bow ("Lessee").

1. Leased Property. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, pursuant to the terms and conditions set forth herein, in the real property located at 430 South 8th Avenue, Broken Bow, Nebraska, specifically, only the areas listed, to-wit: restrooms on the ground floor (the "Leased Property") per Exhibit A.

2. Term and Possession.

- a. Term. The term of this Lease shall be for a period of approximately 25 years (the "Term") beginning on the 1st Month after completion (the "Commencement Date").
- b. Acceptance of Leased Property. Lessee accepts the Leased Property as of the Commencement Date in its future, "finished", condition per the attached Exhibit A.
- c. Quiet Enjoyment. For so long as Lessee is not in default of any material term, condition or covenant contained in this Lease, Lessee shall have possession of the Leased Property for the entire Term hereof, subject to all of the provisions of this Lease.
- d. Use. Lessee agrees that the Leased Property shall be used by Lessee as public restrooms only for public use. Said use is also limited to the hours 7:00 a.m. to 11:00 p.m.
- e. The parties hereby agree said lease be filed at the Register of Deeds and runs with the land.

3. Rent. Lessee agrees to pay a total of \$60,000.00 for said lease in the following manner.

- a. \$30,000.00 upon approval of said lease by the

Broken Bow City Council.

b. \$30,000.00 upon completion of said restrooms per Exhibit A.

4. Insurance and Indemnification.

- a. Lessee's Insurance. As additional rent during the Term of the Lease, Lessee shall obtain and keep in full force and effect, at its sole cost and expense, the following insurance (the "Lessee's Insurance") with a responsible insurance company or companies admitted to do business in the State of Nebraska;
 - i. General public liability insurance (the "Liability Coverage") issued on an occurrences basis in which the limits of liability for primary coverage shall not be less than One Million Dollars (\$1,000,000.00) per occurrence, Five Hundred Thousand (\$500,000.00) for each person, with property damage limits of Fifty Thousand Dollars (\$50,000.00).
 - ii. Lessee shall provide a copy of said policy to Lessor prior to said rental term.
 - iii. Lessee shall provide hazard & casualty insurance for the leased area.
 - iv. Said coverage shall be for the replacement of the leased area ONLY.
 - v. Lessor should keep and maintain insurance on the remainder of the building.

5. Maintenance, Repair, Replacement and Alterations.

- a. Maintenance. During the Term hereof, Lessee shall take good and reasonable care of the Leased Property and make all non-structural repairs for damages caused by the Lessee. Lessee agrees at the expiration of this Lease or upon the earlier termination thereof, to quit and surrender the Leased Property in good condition and repair, reasonable wear and damage by act of God or fire

or other causes beyond the control of Lessee excepted.

- b. Alterations. Lessee shall not make, or suffer to be made, any material alterations, additions, or improvements to the Leased Property without the prior written consent of Lessor. Lessee covenants and agrees that all work done by Lessee shall be performed in a good and workmanlike manner, using first quality material, and in full compliance with all laws, rules, orders, ordinances, directions, regulations, and requirements of law.
 - i. Lessee will provide toilet paper and paper towels for use during the rental period.
- c. Bathroom Cleaning. Lessee shall provide cleaning services to clean the bathrooms either by city staff or contractors at Lessee's discretion.
- d. Snow Removal. Lessee agrees to provide snow removal for all areas where Lessee travels for use of the premises, not limited to immediately adjacent sidewalks.
- e. Lessee's Repairs. Lessee shall be responsible for repairing the rented location, if necessary, if damaged by public use.

6. Utilities. Lessee shall provide and pay for all electricity and water and have separate meters.

7. Security. Lessee shall install and provide per Exhibit A.

8. Lessor's Reserved Rights.

- a. Entry by Lessor. Lessor, its agents and employees, shall have the right to enter the Leased Property at all reasonable times to examine the Leased Property, to maintain the Leased Property and make repairs to the Leased

Property. Three keys shall be provided and no duplicates unless approved by Lessee and duplicates/replacements shall be provided to Lessor at an additional cost.

9. Fire, Explosion or Other Casualty.

- a. In the event the Leased Property is partially damaged or rendered partially untenable, the premises shall be repaired as quickly as practicable at Lessor's expense, provided, however, that Lessee shall be required to repair and/or replace its personal property located within the Leased Property. If the Leased Property is materially destroyed or rendered untenable by fire or other casualty, then Lessor is obligated to replace the materially damaged or destroyed structure by use of insurance proceeds only and is not required to spend more in replacement cost than the amount of insurance proceeds received by it.

Lessor shall incur no liability due to the fact that the building is completely or partially untenable by reason of fire or other casualty.

If for any reason the destroyed or materially damaged building is untenable and not repaired or restored, Lessor shall not incur liability to Lessee for loss of use or occupancy of the building; however, rent shall abate as of the date of said casualty.

- b. Notwithstanding anything to the contrary contained herein, Lessor and Lessee hereby agree that Lessee shall be entitled to retain any insurance proceeds recovered in connection with any loss, damage or destruction to any of Lessee's personal property.

10. Condemnation. If the whole of the Real Property shall be taken or condemned by any competent authority for any public

use or purpose, then this Lease shall terminate on the day prior to the taking of possession by such authority or on the day prior to the vesting of title in such authority, whichever first occurs, and rent hereunder shall be paid to and adjusted as of that day. If a portion of the Real Property shall be condemned or taken and, as a result thereof, there shall be such a major change in the character of the Real Property as to prevent Lessee from using the same in substantially the same manner as theretofore used, then in that event, Lessee may either cancel and terminate this Lease, as of the date when the part of the Real Property so taken or condemned shall be required for such public purpose, or Lessee may continue to occupy the remaining portion, provided, however, that Lessee shall give written notice to Lessor, within fifteen (15) days after the date of any taking or vesting of title, of its election. In the event Lessee shall remain in possession and occupation of the remaining portion, all the terms and conditions of this Lease shall remain in full force and effect with respect to such remaining portion, except that the rent reserved to be paid hereunder shall be equitably adjusted according to the amount and value of such remaining space and this Lease shall continue for the balance of its Term, subject to the terms and conditions herein stated.

The entire award of damages or compensation for the Real Property taken, or the amount paid pursuant to private purchase in lieu thereof, whether such condemnation or sale be total or partial, shall belong to and be the property of Lessor, and Lessee hereby assigns to Lessor any rights it may have at law or in equity to any and all such award or purchase price.

11. Default and Remedies.

- a. Events of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default": (i) the failure by Lessee to make any payment of rent or any other payments required to be made by Lessee under this Lease; (ii) the failure by Lessee to observe or perform any of the provisions of this Lease to be observed or performed by the Lessee if such failure continues for a period of thirty (30)

days, or such other period if this Lease specifically provides a different period for a particular failure, after written notice by Lessor to Lessee of such failure; provided, however, that with respect to any failure which cannot reasonably be cured within thirty (30) days, an Event of Default shall not be considered to have occurred if Lessee commences to cure such failure within such thirty (30) day period and continues to proceed diligently with the cure of such failure; (iii) at Lessor's option, if Lessee abandons the Leased Property; or (iv) the failure by Lessee to pay its obligations as they become due, the making of any general assignment or general arrangement for the benefit of creditors by Lessee, or the filing by or against Lessee of a petition to have Lessee adjudged a bankrupt or a petition for reorganization or arrangement under bankruptcy law or laws affecting creditor's rights unless, in the case of a petition filed against Lessee, such Petition is dismissed within sixty (60) days.

- b. Remedies. On the occurrence of an Event of Default, Lessor may at any time thereafter, with or without notice or demand and without limiting Lessor in the exercise of a right or remedy which Lessor may have by reason of such default or breach, exercise any rights or remedies Lessor may have at law or in equity, including, but not limited to, one or more of the following:

- i. After notice described in 11a;
- ii. Declare the Lease at an end and terminated;
- iii. Sue for any damages sustained by Lessor.

12. Miscellaneous.

- a. Tax Exempt Status. Lessee understands Lessor is a tax-exempt entity and agrees to not conduct any activities which would disqualify Lessor's tax-

exempt status.

- b. Performance. All payments to be made under this Lease shall be made without prior legal notice or demand unless otherwise provided herein. Time is hereby an essential element to the performance of each and every one and all of the terms, covenants, and conditions to be kept, observed, or performed under this Lease.
- c. Notices. All notices, requests, demands or other communications hereunder (including notices of all asserted actions, claims or demands) shall be in writing and shall be deemed to have been duly given upon personal delivery to the other party, or seventy-two (72) hours after deposit in the U.S. mail, certified or registered mail, return receipt requested, to the addressee at the address herein designated or such other address as may be designated in writing by notice given in the manner provided herein:
 - If to Lessor: LMJ3, LLC c/o Larry Harbour
846 South 10th Avenue
Broken Bow, NE 68822
 - If to Lessee: City of Broken Bow
314 South 10th Avenue
PO Box 504
Broken Bow, NE 68822
- d. Applicable Laws. This Lease shall be governed by and construed in accordance with the laws of the State of Nebraska.
- e. Counterparts. This Lease may be executed in two or more counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute a single agreement.
- f. Headings. Headings of sections of this Lease are

for convenience of reference only and do not form a part hereof and do not in anyway modify, interpret or construe the intentions of the parties.

- g. Modification. This Lease contains all of the terms and conditions agreed upon by the Lessor and Lessee with respect to the Leased Property. All prior negotiation, correspondence, and agreements are superseded by this Lease and any other contemporaneous documents. This Lease may not be modified or changed except by written instrument signed by Lessor and Lessee.
- h. Relationship of Parties. Neither the method of computation of rent nor any other provisions contained in this Lease nor any acts of the parties shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between Lessor and Lessee, other than the relationship of landlord and tenant.
- i. Waiver. The acceptance of rent or other payments by Lessor or the endorsement or statement on any check or any letter accompanying any check for rent or other payment shall not be deemed an accord or satisfaction or a waiver of any obligation of Lessee regardless of whether Lessor had knowledge of any breach of such obligation. Failure to insist on compliance with any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder, at any one time or more times, be deemed a waiver or relinquishment of such rights and powers at any other time or times or under any other circumstance(s).
- j. Severability. If any term or provision of this

Lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and such term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

- k. Interpretations. Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this Lease, but shall be interpreted according to the application of rules of interpretation of contracts generally.
- l. Successors and Assigns. This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective representatives, successors and consented-to assigns.
- m. Authority of Lessee. Lessee, and the person executing this Lease on behalf of Lessee, represents and warrants that the individual executing this Lease on Lessee's behalf is duly authorized to execute and deliver this Lease on its behalf in accordance with a duly adopted resolution of the City Council of Broken Bow, and this Lease is binding upon Lessee in accordance with its terms.
- n. Signage. Lessee shall have the right to use a portion of the front of street side window for a sign stating "Public Restrooms", size mutually agreed upon by parties.
- o. ADA Compliant. Public Restrooms shall be ADA compliant.

IN WITNESS WHEREOF, the parties hereto hereby execute this Lease as of the day and year first above written.

LMJ3, LLC, a Nebraska limited
liability company, Lessor

By _____
Larry Harbour, Agent

CITY OF BROKEN BOW, Lessee

By _____
Rodney W. Sonnichsen, Mayor

STATE OF NEBRASKA,)
: ss.
COUNTY OF CUSTER.)

The foregoing instrument was acknowledged before me on this
_____ day of _____, 2024, by Larry Harbour on
behalf of LMJ3, LLC, a Nebraska limited liability company.

Notary Public

STATE OF NEBRASKA,)
: ss.
COUNTY OF CUSTER.)

The foregoing instrument was acknowledged before me on this
_____ day of _____, 2024, by Rodney W.
Sonnichsen, Mayor on behalf of the City of Broken Bow.

Notary Public

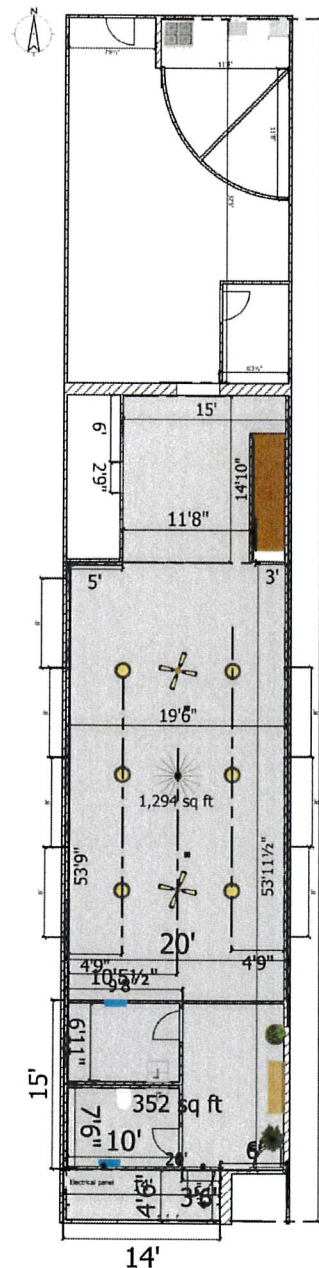
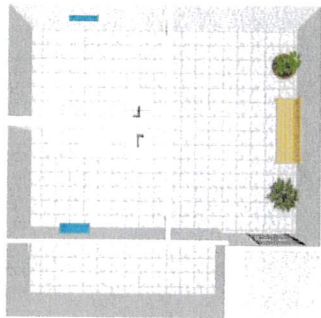
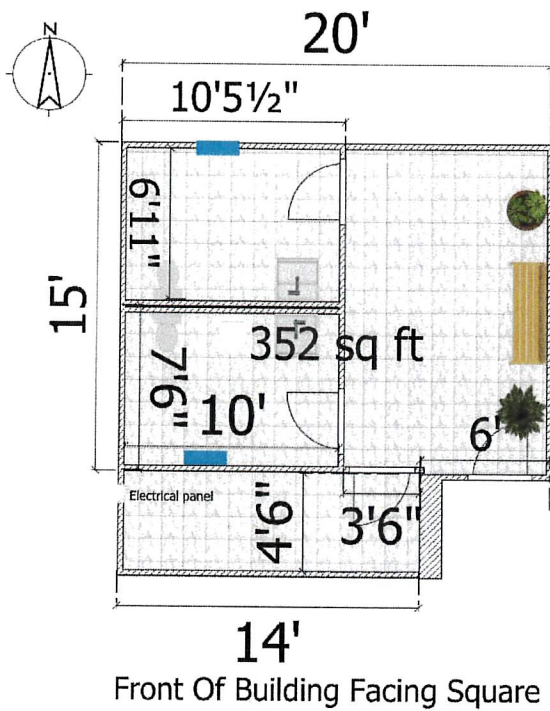
Exhibit A

Lessee shall install and pay for the following:

1. Separate meter for electricity and water.
2. Security related articles for the leased area (i.e.: cameras, door access, etc.)

Lessor shall provide the Lessee the following:

1. Diagram of bathrooms.
2. All bathroom fixtures - which shall include high flush toilets.



RESOLUTION 2024-7

RESOLUTION AUTHORIZING PAYMENTS #1 AND #2 – TO MYERS CONSTRUCTION INC. FOR WORK PERFORMED AND COMPLETED AT THE EAGLE CREST SUBDIVISION PROJECT #211489

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

WHEREAS, JEO Consulting Group Inc. has submitted Pay Request No. 1 and No. 2, payment for work performed and completed at Eagle Crest Subdivision Project #211489 through July 2, 2024; and

WHEREAS, Myers Construction, Inc. is entitled to a payment of \$277,573.05 for the Eagle Crest Subdivision Water and Sanitary Sewer Extensions with Street Paving.

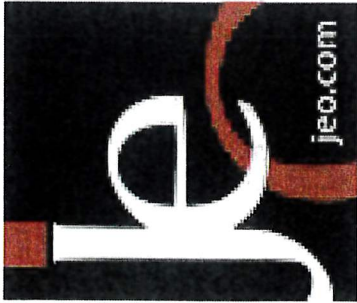
NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of Broken Bow, Nebraska: to authorize the City to sign all necessary documentation for payment and pay Myers Construction, Inc. \$277,573.05, money to be sourced from sales tax infrastructure funds account ending in 168.

PASSED AND APPROVED this 23th day of July 2024.

Rodney W. Sonnichsen, Mayor

ATTEST:

Jennifer A. Waterhouse, City Clerk



JEO Consulting Group Inc.
Detailed Payment
211489.00- Broken Bow 2021 Eagle Crest Subdivision

Description Water and Sanitary Sewer Extensions with Street Paving.

Payment Number 1
Pay Period 04/02/2024 to 06/03/2024

Prime Contractor Myers Construction
43671 Ryno Rd,
Broken Bow, NE 68822

Payment Status Pending
Awarded Project Amount \$1,541,456.43
Authorized Amount \$1,541,456.43

Remarks Pay App. No. 1

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
Section: 1 - Group A										
0010	1	LS	\$0.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Mobilization										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0020	2	LS	\$4,389.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Bonding and Insurance										
0030	3	LF	\$45.000	1.682.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
6" PVC Water Main, DR 18										
0040	4	LF	\$60.000	1,114.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
8" PVC Water Main, DR 18										
0050	5	EA	\$960.000	4.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
6"x6"x6" Tee, MJ										
0060	6	EA	\$1,791.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
8"x8"x6"Tee, MJ										
0070	7	EA	\$1,182.000	2.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
8"x6"x8" Tee, MJ										
0080	8	EA	\$2,211.600	3.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
6" Gate Valve and Box, MJ										
0090	9	EA	\$3,250.900	3.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
8" Gate Valve and Box, MJ										
0100	10	EA	\$909.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
8" 90° Bend, MJ										
0110	11	EA	\$594.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
6" 45° Bend, MJ										
0120	12	EA	\$570.000	2.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
6" 22.5° Bend, MJ										

Detailed Payment:

211489.00- Broken Bow 2021 Eagle Crest Subdivision

06/04/2024

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Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0130	13	EA	\$582.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
6" 11.25° Bend, MJ										
0140	14	EA	\$328.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
8" Plug, MJ										
0150	15	LF	\$20.000	825.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
1" PE Water Service (SDR 7)										
0160	16	EA	\$520.000	26.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
6" x 1" Saddle										
0170	17	EA	\$600.000	5.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
8" x 1" Saddle										
0180	18	EA	\$561.650	31.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
1" Corporation Stop										
0190	19	EA	\$799.980	31.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
1" Curb Stop and Box										
0200	20	EA	\$8,004.550	3.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
6" Fire Hydrant Assembly										
0210	21	EA	\$1,248.000	2.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Connect to Existing Water Main										
0220	22	EA	\$5,555.650	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Sampling Station										
				Section Totals:			\$0.00	\$0.00		
Section: 2 - Group B										

Detailed Payment:

211489.00- Broken Bow 2021 Eagle Crest Subdivision

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Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0230	1	LS	\$0.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Mobilization										
0240	2	LS	\$4,466.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Bonding and Insurance										
0250	3	LF	\$65.000	2,277.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
8" PVC Sanitary Sewer Main, SDR 35										
0260	4	VF	\$652.000	113.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
48" Dia. Concrete Manhole										
0270	5	LF	\$43.000	1,072.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
4" PVC Sanitary Sewer Service, SDR 26										
0280	6	EA	\$400.000	31.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
8" x 4" Wye, PVC										
0290	5	EA	\$178.740	31.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
4" 45° Bend, Sewer										
0300	8	EA	\$750.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Connect to Existing Sanitary Sewer										
0310	9	EA	\$350.000	3.000	3.000	0.000	3.000	3.000	\$1,050.00	\$1,050.00
Remove Tree										
Section: 3 - Group C										Section Totals:
										\$1,050.00
0320	1	LS	\$0.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Mobilization										

Detailed Payment:

211489.00- Broken Bow 2021 Eagle Crest Subdivision

06/04/2024

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Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0330	2	LS	\$20,486.160	1.000	1.000	0.000	1.000	1.000	\$20,486.16	\$20,486.16
Bonding and Insurance										
0340	3	EA	\$350.000	23.000	23.000	0.000	23.000	23.000	\$8,050.00	\$8,050.00
Remove Tree										
0350	4	LF	\$15.000	30.000	30.000	0.000	30.000	30.000	\$450.00	\$450.00
Remove CMP Storm Sewer Pipe										
0360	5	SY	\$12.000	18.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Remove Asphalt										
0370	6	EA	\$550.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Remove and Reset Sign										
0380	7	EA	\$1,500.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Remove Concrete Header										
0390	8	CY	\$7.000	30,540.000	25,000.000	0.000	25,000.000	25,000.000	\$175,000.00	\$175,000.00
Excavation, Established Quantity										
0400	9	SY	\$5.500	6,960.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Subgrade Preparation										
0410	10	SY	\$69.000	6,960.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
7" Concrete Pavement										
0420	11	LF	\$50.000	827.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
18" RCP, Class III										
0430	12	EA	\$1,300.000	3.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
18" RCP Flared End Section										

Detailed Payment:

211489.00- Broken Bow 2021 Eagle Crest Subdivision

06/04/2024

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Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0440	13	EA	\$6,450.000	3.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Curb Inlet										
0450	14	EA	\$14,350.000	3.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Curb Inlet/ with Manhole										
0460	15	EA	\$9,200.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Area Inlet										
0470	16	EA	\$13,020.000	3.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Storm Sewer Junction Box (4'x4')										
0480	17	LF	\$3.000	1,790.000	723.220	0.000	723.220	723.220	\$2,169.66	\$2,169.66
Silt Fence, Low Porosity										
0490	18	ACRE	\$3,000.000	11.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Seeding, Fertilizer and Mulch										
0500	19	TON	\$55.000	48.000	48.000	0.000	48.000	48.000	\$2,640.00	\$2,640.00
Stabilized Construction Entrance										
0510	20	SY	\$6.000	500.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Erosion Control Mat										
0520	21	EA	\$550.000	6.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Curb Inlet Sediment Filter										
0530	22	EA	\$550.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Area Inlet Sediment Filter										
				Section Totals:			\$208,795.82		\$208,795.82	
				Total Payments:			\$209,845.82		\$209,845.82	

Detailed Payment:

211489.00- Broken Bow 2021 Eagle Crest Subdivision

06/04/2024

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Time Charges

Time Limit	Original Deadline	Authorized Deadline	Charges This Period	Damages This Period	Days Completed To Date	Days Remaining To Date	Damages To Date
Final Completion	05/15/2025	05/15/2025	N/A	\$0.00	N/A	346.0 Days	\$0.00
Substantial Completion	12/31/2024	12/31/2024	N/A	\$0.00	N/A	211.0 Days	\$0.00
						Total Damages:	\$0.00

Summary

Current Approved Work:	\$209,845.82	Approved Work To Date:	\$209,845.82
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	\$10,492.29	Retainage To Date:	\$10,492.29
Current Retainage Released:	\$0.00	Retainage Released To Date:	\$0.00
Current Liquidated Damages:	\$0.00	Liquidated Damages To Date:	\$0.00
Current Adjustment:	\$0.00	Adjustments To Date:	\$0.00
Current Payment:	\$199,353.53	Payments To Date:	\$199,353.53
Previous Payment:	\$0.00	Previous Payments To Date:	\$0.00

Detailed Payment:

211489.00- Broken Bow 2021 Eagle Crest Subdivision

06/04/2024

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Contractor's Certification

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

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

Contractor  Date 6-5-24

Engineer  Date 06/05/2024

Owner _____ Date _____



JEO Consulting Group Inc.
Detailed Payment
211489.00- Broken Bow 2021 Eagle Crest Subdivision

Description Water and Sanitary Sewer Extensions with Street Paving.

Payment Number 2

Pay Period 06/04/2024 to 07/02/2024

Prime Contractor Myers Construction
43671 Ryno Rd,
Broken Bow, NE 68822

Payment Status Pending

Awarded Project Amount \$1,541,456.43

Authorized Amount \$1,541,456.43

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
Section: 1 - Group A										
0010	1	LS	\$0.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Mobilization										

Detailed Payment:

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Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0020	2	LS	\$4,389.000	1.000	0.000	0.000	0.000	\$0.00	\$0.00
Bonding and Insurance									
0030	3	LF	\$45.000	1,682.000	0.000	0.000	0.000	\$0.00	\$0.00
6" PVC Water Main, DR 18									
0040	4	LF	\$60.000	1,114.000	0.000	0.000	0.000	\$0.00	\$0.00
8" PVC Water Main, DR18									
0050	5	EA	\$960.000	4.000	0.000	0.000	0.000	\$0.00	\$0.00
6"x6"x6" Tee, MJ									
0060	6	EA	\$1,791.000	1.000	0.000	0.000	0.000	\$0.00	\$0.00
8"x8"x6" Tee, MJ									
0070	7	EA	\$1,182.000	2.000	0.000	0.000	0.000	\$0.00	\$0.00
8"x6"x8" Tee, MJ									
0080	8	EA	\$2,211.600	3.000	0.000	0.000	0.000	\$0.00	\$0.00
6" Gate Valve and Box, MJ									
0090	9	EA	\$3,250.900	3.000	0.000	0.000	0.000	\$0.00	\$0.00
8" Gate Valve and Box, MJ									
0100	10	EA	\$909.000	1.000	0.000	0.000	0.000	\$0.00	\$0.00
8" 90° Bend, MJ									
0110	11	EA	\$594.000	1.000	0.000	0.000	0.000	\$0.00	\$0.00
6" 45° Bend, MJ									
0120	12	EA	\$570.000	2.000	0.000	0.000	0.000	\$0.00	\$0.00
6" 22.5° Bend, MJ									

Detailed Payment:

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Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0130	13	EA	\$582.000	1.000	0.000	0.000	0.000	\$0.00	\$0.00
6" 11.25° Bend, MJ									
0140	14	EA	\$328.000	1.000	0.000	0.000	0.000	\$0.00	\$0.00
8" Plug, MJ									
0150	15	LF	\$20.000	825.000	0.000	0.000	0.000	\$0.00	\$0.00
1" PE Water Service (SDR 7)									
0160	16	EA	\$520.000	26.000	0.000	0.000	0.000	\$0.00	\$0.00
6" x 1" Saddle									
0170	17	EA	\$600.000	5.000	0.000	0.000	0.000	\$0.00	\$0.00
8" x 1" Saddle									
0180	18	EA	\$561.650	31.000	0.000	0.000	0.000	\$0.00	\$0.00
1" Corporation Stop									
0190	19	EA	\$799.980	31.000	0.000	0.000	0.000	\$0.00	\$0.00
1" Curb Stop and Box									
0200	20	EA	\$8,004.550	3.000	0.000	0.000	0.000	\$0.00	\$0.00
6" Fire Hydrant Assembly									
0210	21	EA	\$1,248.000	2.000	0.000	0.000	0.000	\$0.00	\$0.00
Connect to Existing Water Main									
0220	22	EA	\$5,555.650	1.000	0.000	0.000	0.000	\$0.00	\$0.00
Sampling Station									
Section Totals:								\$0.00	\$0.00
Section: 2 - Group B									

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Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity	Total Amount	Current Payment Amount	Total Amount
					Paid To Date	Paid To Date	Paid To Date	Paid To Date	Paid To Date	Paid To Date
0230	1	LS	\$0.000	1.000	0.000	0.000	0.000	\$0.00	\$0.00	\$0.00
Mobilization										
0240	2	LS	\$4,466.000	1.000	0.000	0.000	0.000	\$0.00	\$0.00	\$0.00
Bonding and Insurance										
0250	3	LF	\$65.000	2,277.000	0.000	0.000	0.000	\$0.00	\$0.00	\$0.00
8" PVC Sanitary Sewer Main, SDR 35										
0260	4	VF	\$652.000	113.000	0.000	0.000	0.000	\$0.00	\$0.00	\$0.00
48" Dia. Concrete Manhole										
0270	5	LF	\$43.000	1,072.000	0.000	0.000	0.000	\$0.00	\$0.00	\$0.00
4" PVC Sanitary Sewer Service, SDR 26										
0280	6	EA	\$400.000	31.000	0.000	0.000	0.000	\$0.00	\$0.00	\$0.00
8" x 4" Wye, PVC										
0290	5	EA	\$178.740	31.000	0.000	0.000	0.000	\$0.00	\$0.00	\$0.00
4" 45° Bend, Sewer										
0300	8	EA	\$750.000	1.000	0.000	0.000	0.000	\$0.00	\$0.00	\$0.00
Connect to Existing Sanitary Sewer										
0310	9	EA	\$350.000	3.000	0.000	3.000	3.000	\$1,050.00	\$0.00	\$1,050.00
Remove Tree										
Section Totals:									\$0.00	\$1,050.00
Section: 3 - Group C										
0320	1	LS	\$0.000	1.000	1.000	0.000	1.000	\$0.00	\$0.00	\$0.00
Mobilization										

Detailed Payment:

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Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0330	2	LS	\$20,486.160	1.000	0.000	1.000	1.000	1.000	\$0.00	\$20,486.16
Bonding and Insurance										
0340	3	EA	\$350.000	23.000	0.000	23.000	23.000	23.000	\$0.00	\$8,050.00
Remove Tree										
0350	4	LF	\$15.000	30.000	0.000	30.000	30.000	30.000	\$0.00	\$450.00
Remove CMP Storm Sewer Pipe										
0360	5	SY	\$12.000	18.000	18.000	0.000	18.000	18.000	\$216.00	\$216.00
Remove Asphalt										
0370	6	EA	\$550.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Remove and Reset Sign										
0380	7	EA	\$1,500.000	1.000	1.000	0.000	1.000	1.000	\$1,500.00	\$1,500.00
Remove Concrete Header										
0390	8	CY	\$7.000	30,540.000	5,540.000	25,000.000	30,540.000	30,540.000	\$38,780.00	\$213,780.00
Excavation, Established Quantity										
0400	9	SY	\$5.500	6,960.000	3,480.000	0.000	3,480.000	3,480.000	\$19,140.00	\$19,140.00
Subgrade Preparation										
0410	10	SY	\$69.000	6,960.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
7" Concrete Pavement										
0420	11	LF	\$50.000	827.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
18" RCP, Class III										
0430	12	EA	\$1,300.000	3.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
18" RCP Flared End Section										

Detailed Payment:

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Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Current Payment To Date	Placed To Date	Current Payment To Date	Placed To Date
0440	13	EA	\$6,450.000	3.000	0.000	0.000	0.000	\$0.00	\$0.00
Curb Inlet									
0450	14	EA	\$14,350.000	3.000	0.000	0.000	0.000	\$0.00	\$0.00
Curb Inlet/ with Manhole									
0460	15	EA	\$9,200.000	1.000	0.000	0.000	0.000	\$0.00	\$0.00
Area Inlet									
0470	16	EA	\$13,020.000	3.000	0.000	0.000	0.000	\$0.00	\$0.00
Storm Sewer Junction Box (4'x4')									
0480	17	LF	\$3.000	1,790.000	1,066.780	723.220	1,790.000	\$3,200.34	\$5,370.00
Silt Fence, Low Porosity									
0490	18	ACRE	\$3,000.000	11.000	5.500	0.000	5.500	\$16,500.00	\$16,500.00
Seeding, Fertilizer and Mulch									
0500	19	TON	\$55.000	48.000	0.000	48.000	48.000	\$0.00	\$2,640.00
Stabilized Construction Entrance									
0510	20	SY	\$6.000	500.000	500.000	0.000	500.000	\$3,000.00	\$3,000.00
Erosion Control Mat									
0520	21	EA	\$550.000	6.000	0.000	0.000	0.000	\$0.00	\$0.00
Curb Inlet Sediment Filter									
0530	22	EA	\$550.000	1.000	0.000	0.000	0.000	\$0.00	\$0.00
Area Inlet Sediment Filter									
0540	6.4.022	EA	\$0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
24" RCP Flared End Section									

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0550	6.4.004	LF	\$0.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
24" RCP, Class III										
0560	12.1.017	SY	\$0.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Remove Pavement										
0570	18	EA	\$0.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Area Inlet (HDPE)										
Section Totals:										\$291,132.16
Total Payments:										\$292,182.16

Time Charges

Time Charge	Original Deadline	Authorized Deadline	Charges This Period	Payments This Period	Days Completed To Date	Days Remaining To Date	Damages To Date
Final Completion	05/15/2025	05/15/2025	N/A	\$0.00	N/A	317.0 Days	\$0.00
Substantial Completion	12/31/2024	12/31/2024	N/A	\$0.00	N/A	182.0 Days	\$0.00
Total Damages:							\$0.00

Detailed Payment:

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Summary

Current Approved Work:	\$82,336.34	Approved Work To Date:	\$292,182.16
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	\$4,116.82	Retainage To Date:	\$14,609.11
Current Retainage Released:	\$0.00	Retainage Released To Date:	\$0.00
Current Liquidated Damages:	\$0.00	Liquidated Damages To Date:	\$0.00
Current Adjustment:	\$0.00	Adjustments To Date:	\$0.00
Current Payment:	\$78,219.52	Payments To Date:	\$277,573.05
Previous Payment:	\$199,353.53	Previous Payments To Date:	\$199,353.53

Detailed Payment:

211489.00- Broken Bow 2021 Eagle Crest Subdivision

07/02/2024

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Contractor's Certification

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

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

Contractor  Date 7/2/24

Engineer  Date 07/02/2024

Owner _____ Date _____

SECTION 00 52 00
AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **City of Broken Bow** ("Owner") and **Myers Construction Inc** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Installation of 800 LF of sewer main to provide sanitary sewer service to customers.**

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Hwy 2 Sanitary Sewer Extension 15th to Webster; Broken Bow, Nebraska; JEO Project No. 222058.00**

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained **JEO Consulting Group, Inc.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by **JEO Consulting Group, Inc.**

ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates*
- A. The Work will be substantially complete on or before **December 1, 2024**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **December 1, 2024**.
- 4.03 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also

recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion*: Contractor shall pay Owner \$250 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$250 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

C. Deleted

~~4.04—Special Damages~~

- ~~A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.~~
- ~~B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.~~
- ~~C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.~~

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

~~A. For all Work other than Unit Price Work, a lump sum of \$[number].~~

~~All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.~~

- B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Item No.	Description	Quantity	Unit	Unit Price	Total
GROUP A – SEWER MAIN					
1	Mobilization	1	LS		\$5,000.00
2	Bonding and Insurance	1	LS		\$12,720.00
3	8" PVC Sanitary Sewer Main, SDR 35	804	LF	\$115.50	\$92,862.00
4	48" Dia. Concrete Manhole	14.4	VF	\$1,341.66	\$19,319.90
5	Connect to Existing Manhole	1	EA	\$3,500.00	\$3,500.00
6	Remove and Replace Gravel Aggregate	120	TONS	\$64.00	\$7,680.00
7	1" Pipe Insulation	100	LF	\$20.00	\$2,000.00
8	2" Pipe Insulation	100	LF	\$40.00	\$4,000.00
9	Disconnect and Reconnect Existing FH and Additional Water Main	1	LS		\$2,815.29
10	Seeding	1	LS		\$3,200.00
TOTAL GROUP A					\$153,097.19

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) **\$153,097.19.**
- D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **15th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. **95** percent of the value of the Work completed (with the balance being retainage).
 - 1) **Deleted**
 - b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion **of the entire construction to be provided under the construction Contract Documents**, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **125** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of **12** percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).

3. General Conditions.
 4. Supplementary Conditions.
 5. Specifications as listed in the table of contents of the project manual (~~copy of list attached~~).
 6. Drawings (not attached but incorporated by reference) consisting of **6** sheets with each sheet bearing the following general title: **Highway 2 Sanitary Sewer Extension 15th to Webster, Broken Bow, Nebraska.**
 - ~~7. Drawings listed on the attached sheet index.~~
 8. Addenda (numbers **1** to **2**, inclusive).
 9. Exhibits to this Agreement (enumerated as follows):
 - a. **Contractor's Bid.**
 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
 11. **Equipment Assessment Certification.**
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner,

- (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.
- B. **If Owner is a public entity in the State the Project is located, then Contractor shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the State of the Project is located. Contractor shall require the same of each subcontractor.**
- C. If Owner is a public entity in the State the Project is located, or the Project is fully or partially funded by State or Federal monies, then Contractor and its subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to the person's hire, tenure, terms, conditions, or privileges of employment, because of the person's race, color, religion, sex, disability, or national origin in accordance with all applicable State and Federal laws and regulations.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **June 11, 2024** (which is the Effective Date of the Contract).

Owner:

City of Broken Bow

By: _____

(individual's signature)

Date: _____

(date signed)

Name: Rod Sonnichsen

(typed or printed)

Title: Mayor

(typed or printed)

Address for giving notices:

314 South 10th Ave., PO Box 504

Broken Bow, NE 68822

Designated Representative:

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Address: _____

Phone: _____

Email: _____

Contractor:

Myers Construction Inc

(typed or printed name of organization)

By: _____

(individual's signature)

Date: _____

(date signed)

Name: Joseph Wamsley

(typed or printed)

Title: Vice President

(typed or printed)

(If **Contractor** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Address for giving notices:

79849 Hwy 2

Broken Bow, NE 68822

Designated Representative:

Name: Joseph Wamsley

(typed or printed)

Title: Vice President

(typed or printed)

Address: _____

79849 Hwy 2
Broken Bow, NE 68822

Phone: 308-872-5469

Email: myerco@hdsi.net

License No.: 28913-23

(where applicable)

State: Nebraska

EQUIPMENT ASSESSMENT CERTIFICATION

BY REQUIREMENT OF NEBRASKA STATE STATUTE 77-1323, THE FOLLOWING INFORMATION
MUST BE FURNISHED BY ALL CONTRACTORS AND SUBCONTRACTORS UTILIZING ANY EQUIPMENT ON
ANY AND ALL PUBLIC IMPROVEMENT CONTRACTS.

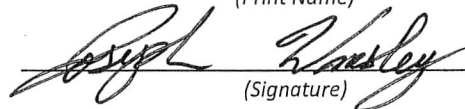
I certify to the best of my knowledge and belief, all the information on this form is correct. All
equipment to be used on JEO Project No. 222058.00, except that acquired since the assessment date, has
been assessed for taxation for the current year in Custer County.

Name of Company

Myers Construction, Inc.

Authorized Official

Joseph Wamsley
(Print Name)


(Signature)

Title

Vice President

Date

7-8-2024

Documentation of Authority to Sign for Contractor

Complete Section A or B, as applicable:

Section A.

I Tracie Hammond certify that I am the Secretary of the corporation named as Contractor herein; that Joseph Wamsley who signed this contract on behalf of the Contractor was then Vice President (Title) of said corporation; that said contract was duly signed for and on behalf of the said corporation by authority of its governing body and is within the scope of its corporate powers.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the seal of said corporation this day of July 8th, 2024.

(Corporate Seal)


Corporate Secretary

Section B.

We hereby certify that the undersigned are the sole owners of the company named as Contractor herein; and hereby attest that _____, who signed this Agreement on behalf of said Contractor, is authorized to legally bind the Contractor to the obligations of this Agreement.

By

NOTARIZATION

STATE OF NEBRASKA

COUNTY OF _____


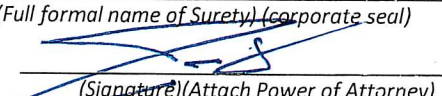

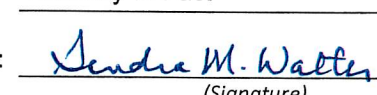
The foregoing was acknowledged before me this _____ day of, _____, by _____.

Notary Public _____

Bond No. 100424866

SECTION 00 61 00

PERFORMANCE BOND

Contractor Name: Myers Construction Inc Address (principal place of business): 79849 Hwy 2 Broken Bow, NE 68822	Surety Name: Merchants National Bonding, Inc. Address (principal place of business): P.O. Box 14498 Des Moines, IA 50306-3498
Owner Name: City of Broken Bow Mailing address (principal place of business): 314 South 10th Ave., PO Box 504 Broken Bow, NE 68822	Contract Description (name and location): Hwy 2 Sanitary Sewer Extension 15th to Webster Broken Bow, NE; JEO Project No. 222058.00 Contract Price: \$153,097.19 Effective Date of Contract: June 11, 2024
Bond Bond Amount: \$153,097.19 Date of Bond: July 3, 2024 <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal Myers Construction, Inc.	Surety Merchants National Bonding, Inc.
By: <u></u> <small>(Full formal name of Contractor)</small> <small>(Signature)</small>	By: <u></u> <small>(Full formal name of Surety) (corporate seal)</small> <small>(Signature) (Attach Power of Attorney)</small>
Name: <u>Joseph Wamsley</u> <small>(Printed or typed)</small>	Name: <u>James M. King</u> <small>(Printed or typed)</small>
Title: <u>Vice President</u>	Title: <u>Attorney-in-Fact</u>
Attest: <u></u> <small>(Signature)</small>	Attest: <u></u> <small>(Signature)</small>
Name: <u>Tracie Hammond</u> <small>(Printed or typed)</small>	Name: <u>Sandra M. Walter</u> <small>(Printed or typed)</small>
Title: <u>Secretary/Treasurer</u>	Title: <u>Witness</u>
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
- 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
- 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
- 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

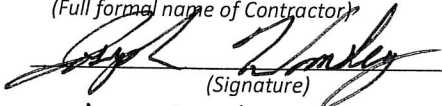
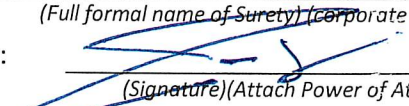

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **None**

SECTION 00 61 50

PAYMENT BOND

Contractor Name: Myers Construction Inc Address (principal place of business): 79849 Hwy 2 Broken Bow, NE 68822	Surety Name: Merchants National Bonding, Inc. Address (principal place of business): P.O. Box 14498 Des Moines, IA 50306-3498
Owner Name: City of Broken Bow Mailing address (principal place of business): 314 South 10th Ave., PO Box 504 Broken Bow, NE 68822	Contract Description (name and location): Hwy 2 Sanitary Sewer Extension 15th to Webster Broken Bow, NE; JEO Project No. 222058.00 Contract Price: \$153,097.19 Effective Date of Contract: June 11, 2024
Bond Bond Amount: \$153,097.19 Date of Bond: July 3, 2024 <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal Myers Construction, Inc. <i>(Full formal name of Contractor)</i>	Surety Merchants National Bonding, Inc. <i>(Full formal name of Surety) (Corporate seal)</i>
By:  <i>(Signature)</i>	By:  <i>(Signature) (Attach Power of Attorney)</i>
Name: <u>Joseph Wamsley</u> <i>(Printed or typed)</i>	Name: <u>James M. King</u> <i>(Printed or typed)</i>
Title: <u>Vice President</u>	Title: <u>Attorney-in-Fact</u>
Attest:  <i>(Signature)</i>	Attest: <u>Sandra M. Walter</u> <i>(Signature)</i>
Name: <u>Tracie Hammond</u> <i>(Printed or typed)</i>	Name: <u>Sandra M. Walter</u> <i>(Printed or typed)</i>
Title: <u>Secretary/Treasurer</u>	Title: <u>Witness</u>
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: **None**

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Jacob J Buss; James M King; Seth Weedon; Tamala J Hurlbut; Thomas L King

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 19th day of April, 2024.



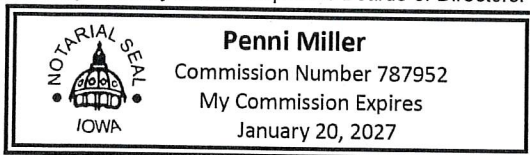
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 19th day of April, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 3rd day of July, 2024.



William Warner Jr.
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/2/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER UNICO Group 1128 Lincoln Mall, Suite 200 Lincoln, NE, 68508	CONTACT NAME: Mercedes Butcher PHONE (A/C, No, Ext): (402) 434-7200 FAX (A/C, No): E-MAIL ADDRESS: mbutcher@unicogroup.com
INSURED Myers Construction Inc. 79849 Hwy 2 Broken Bow, NE, 68822	INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Company NAIC # 10677 INSURER B: Waypoint Mutual 13126 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 1719945777160

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$1000 Ded/PD per occ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	EPP0703588	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			EPP0703588	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$			EPP0703588	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC100-0001608-2024A	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Hwy 2 Sanitary Sewer Extension 15th to Webster; Broken Bow, NE; JEO Project NO. 222058.00. Engineer: JEO Consulting Group, Inc. The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status on a primary and non-contributing basis including completed operations only when there is a written contract between the named insured and the certificate holder/entity(ies) that requires such status.

CERTIFICATE HOLDER

CANCELLATION

City of Broken Bow
314 South 10th Ave
PO Box 504
Broken Bow, NE, 68822

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Thomas Champion

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**SECTION 00 55 00
NOTICE TO PROCEED**

Owner: City of Broken Bow Owner's Project No.: _____
Engineer: JEO Consulting Group, Inc. Engineer's Project No.: 222058.00
Contractor: Myers Construction Inc Contractor's Project No.: _____
Project: Hwy 2 Sanitary Sewer Extension 15th to Webster
Contract Name: Hwy 2 Sanitary Sewer Extension 15th to Webster
Effective Date of Contract: June 11, 2024

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **10 days after issuance of Notice to Proceed** pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The Work will be substantially complete on or before **December 1, 2024**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **December 1, 2024**.

Before starting any Work at the Site, Contractor must comply with the following:

[Note any access limitations, security procedures, or other restrictions]

Owner: City of Broken Bow
By (signature): _____
Name (printed): Rod Sonnichsen
Title: Mayor
Date Issued: _____
Copy: Engineer