



Building the Best Hometown in America®

**ALLIANCE, NEBRASKA
CITY COUNCIL MEETING
Alliance Learning Center
1750 Sweetwater Avenue
January 3, 2023 – 7:00 p.m.
AGENDA**

- **Call to Order**
- **Roll Call**
- **Invocation and Pledge of Allegiance**
- **Open Meetings Act Announcement**

For the public's reference a copy of the Open Meetings Law has been posted on the northeast corner of this room in the audience area. This posting complies with the requirements of the Nebraska Legislature.

A. Consent Calendar

Approval of Minutes, Payroll and Claims
Cemetery Certificate Approval
Resolution No. 23-01 – Vest Donation Acceptance
Resolution No. 23-02 – Tourism Grant Submittal Approval
Resolution No. 23-03 – Electrical Wire Purchase
Resolution No. 23-04 – Engineering Services Agreement

B. Proclamation – Catholic Schools Week – January 29 – February 4, 2023.

C. Resolution No. 23-05 – Redevelopment Contract for Heartland Flats Mall and Apartments Project

The Redevelopment Contract is with 385 Apartments, LLC and the Community Redevelopment Authority (CRA). This Contract implements the Heartland Flats Mall and Apartments Redevelopment Project and governs the Redeveloper's, City's, and CRA's respective responsibilities regarding the project, the TIF Bond, and Enhanced Employment Area (EEA) Occupation Tax Revenue Bond. After the Council's approval, the CRA will consider this Contract for approval at their January 5 meeting and authorize the TIF Bond and EEA Bond.

D. Board Appointment

Aimee Otto has submitted a board application to be reappointed to the Library Board. Mrs. Otto's new term will expire on June 30, 2026.

▪ **Adjournment**

Respectfully submitted,


Tarrah S. Johnson
City Clerk

† Added by addendum to agenda 24 hours prior to the meeting.

The City Council reserves the right to adjourn into closed session as per Section 84-1410 of the Nebraska Revised Statutes.

City of Alliance Goals

Build Excellence Through Warm Communication and Genuine Alliances * Create a Fun Place to Live, Work and Play * Construct Homes and Develop Neighborhoods * Celebrate and Relax In Our Positive and Friendly Hometown * Promote a Strong and Vibrant Community

CONSENT CALENDAR – January 3, 2023

1. Approval: Minutes of the Regular Meeting, December 20, 2022.
2. Approval: Payroll Costs for December 30, 2022 in the amount of \$266,354.44.
3. Approval: Claims against the following funds: General, General Debt Service, Trust and Agency, Street, Electric, Refuse Collection and Disposal, Sanitary Sewer, Water, Golf Course, Downtown Improvement Districts, R.S.V.P., Keno, and Capital Improvement; \$432,386.88.
4. Approval: Cemetery Certificate issuance to Janelle J. Pyatt and James Pyatt for Lot 22, Section, 2 Block 22, Alliance Cemetery Fourth Addition.
5. Approval: Resolution No. 23-01 will approve the acceptance of an AR500 Armor Testudo Gen 2 Level III Vest from the Alliance Evangelical Free church.
6. Approval: Resolution No. 23-02 authorizes the submittal of a grant application to the Nebraska Department of Economic Development for possible improvements to the Carhenge trail system.
7. Approval: On October 24, 2022 a vehicle struck a primary feeder riser pole on the south side of Cody substation, as a result of this accident, the primary feeder wires were faulted causing a large electrical outage. The damage to the wire was extensive requiring complete replacement. The affected feeder lines serve a large portion of the City and are vital in system reliability. After consulting with several vendors, only Border States Electric Supply could acquire the needed wire in a total amount of \$37,706.26. The wire and other needed parts will be billed to the party responsible in the accident. Resolution No. 23-03 approves the purchase.
8. Approval: Resolution No. 23-04 approves the annual agreement for engineering services with M.C. Schaff & Associates for the 2023 Pavement and Asphalt Overlay Projects in the amount of \$151,934.25. As usual, the agreement includes the civil design, surveying, bidding services, construction oversight, and project closeout services.

NOTE: City Manager Sorensen and Finance Director Waggner have reviewed these expenditures and to the best of their knowledge confirm that they are within budgeted appropriations to this point in the fiscal year.

Any item listed on the Consent Calendar may, by the request of any single Council Member, be considered as a separate item in the Regular Agenda.

COUNCIL PROCEEDINGS

The Alliance, Nebraska City Council met in a Regular Meeting on Tuesday, December 20, 2022 at 7:00 p.m. Present were Council Members Dafney, Mischnick, McGhehey, Andersen and Mashburn.

Council acted on and/or discussed the following items of business:

1. Approved the Consent Calendar. Ayes: All. Motion carried.
2. Adopted Ordinance No. 2950 which will adopt the enhanced employment area under the “Nebraska Community Development laws” and the additional 2% occupation tax. Ayes: All. Motion carried.
3. Entered into a closed session at 7:08 p.m. to discuss and conduct review of the City Manager regarding administrative management and review of Police Department. Closed session ended at 7:51 p.m.

Meeting adjourned at 7:51 p.m.

(SEAL)

Mike Dafney, Mayor

Tarah S. Johnson, City Clerk

Complete minutes of the Alliance City Council may be viewed by the public during regular work hours at the City Clerk’s Office, 324 Laramie Avenue, Alliance, Nebraska.

December 20, 2022

ALLIANCE CITY COUNCIL

REGULAR MEETING, TUESDAY, DECEMBER 20, 2022

STATE OF NEBRASKA)
)
COUNTY OF BOX BUTTE) §
)
CITY OF ALLIANCE)

The Alliance City Council met in a Regular Meeting, December 20, 2022 at 7:00 p.m. in the Alliance Learning Center Community Meeting Room, 1750 Sweetwater Avenue. A notice of meeting was published in the Alliance Times Herald on December 14, 2022. The notice stated the date, hour and place of the meeting, that the meeting was open to the public, and that an agenda of the meeting, kept continuously current, was available for public inspection at the office of the City Clerk in City Hall; provided the Council could modify the agenda at the meeting if it determined an emergency so required. A similar notice, together with a copy of the agenda, also had been provided to each of the City Council Members. An agenda, kept continuously current, was available for public inspection at the office of the City Clerk during regular business hours from the publication of the notice to the time of the meeting.

Mayor Dafney opened the December 20, 2022 regular meeting of the Alliance, Nebraska City Council at 7:00 p.m. Present were Mayor Dafney and Council members Mischnick, McGhehey, Andersen, and Mashburn. Also present were City Attorney Hoelsing, City Manager Sorensen, and City Clerk Johnson.

- Mayor Dafney read the Open Meetings Act Announcement.
- The Consent Calendar was the first item on the agenda. A motion was made by Councilman Mashburn and seconded by Councilman Mischnick to approve the Consent Calendar as follows:

CONSENT CALENDAR – December 20, 2022

1. Approval: Minutes of the Regular Meeting, December 6, 2022.
2. Approval: Payroll Costs for December 16, 2022 in the amount of \$262,017.18.
3. Approval: Claims against the following funds: General, General Debt Service, Trust and Agency, Street, Electric, Refuse Collection and Disposal, Sanitary Sewer, Water, Golf Course, Downtown Improvement Districts, R.S.V.P., Keno, and Capital Improvement; \$2,541,191.14.

December 20, 2022

4. Approval: Updated AVFD Roster by removing Megan Meggison as a result of her resignation on December 14, 2022.
5. Approval: Resolution No. 22-105 authorizing the Lease Agreement with Parker Hannifin for Building No. 3006.
6. Approval: Resolution No. 22-106 approves the janitorial contracts for the Alliance Municipal Airport, SkyView Golf Course, Alliance Utility Facility, Alliance Learning Center, and Knight Museum & Sandhills Center.
7. Approval: Resolution No. 22-107 approves the annual Maintenance Agreement No. 3 Renewal with the Nebraska Department of Transportation.
8. Approval: Resolution No. 22-108 will award the 2023 Landscape Maintenance Bid Award to All Seasons Landscape Maintenance and Design.

NOTE: City Manager Sorensen and Finance Director Waggener have reviewed these expenditures and to the best of their knowledge confirm that they are within budgeted appropriations to this point in the fiscal year.

Any item listed on the Consent Calendar may, by the request of any single Council Member, be considered as a separate item in the Regular Agenda.

Roll call vote with the following results:

Voting Aye: Dafney, Mischnick, McGhehey, Andersen and Mashburn.

Voting Nay: None.

Motion carried.

- The final reading of Ordinance No. 2950 which will adopt the enhanced employment area and the additional 2% occupation tax for the Alliance Heartland Flats Mall and Apartments Project under the Nebraska community development laws was next on the agenda for Council. The following information was provided:

[As discussed when the Redevelopment Plan was presented to Council for the Alliance Heartland Flats Mall and Apartments Project, 385 Apartments, LLC desires additional economic development revenue from an “enhanced employment area” under the Nebraska community development laws. The enhanced employment area will be limited to the new apartment and retail development for the Project, and to the current Holiday Inn Express and Runza locations. The enhanced employment area will impose an additional 2% sales tax on all taxable sales in that area, the revenue from which will be provided to the City by each business and then distributed to 385 Apartments, LLC (or other bond holder) under an enhanced employment area bond, similar to tax increment financing revenue and bonds.

December 20, 2022

Before Council is the ordinance to adopt and approve the enhanced employment area and the additional 2% occupation tax. The ordinance provides for the purpose of the tax, the taxable area and businesses, and the implementation, collection, and distribution of the tax. Both the Holiday Inn Express and Runza have expressly consented to the imposition of the 2% sales tax.]

A motion was made by Councilman Mischnick, seconded by Councilman McGhehey to approve the third reading of Ordinance No. 2950. City Clerk Johnson read the ordinance by title which follows in its entirety:

ORDINANCE NO. 2950

AN ORDINANCE PROVIDING FOR AGREEMENT TO THE LEVY OF A RETAIL BUSINESS OCCUPATION TAX; THE LEVY OF A RETAIL BUSINESS OCCUPATION TAX; ESTABLISHING DEFINITIONS; PROVIDING FOR THE ADMINISTRATION, COLLECTIONS, RETURNS, DELINQUENCIES AND RECOVERY OF UNPAID AMOUNTS RELATED TO SUCH OCCUPATION TAX; SPECIFYING HOW SUCH TAX REVENUE WILL BE USED; PROVIDING A SUNSET PROVISION FOR THE TAX; AND PROVIDING FOR AN EFFECTIVE DATE

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF ALLIANCE, NEBRASKA AS FOLLOWS:

Section 1. Findings and Determinations. The Mayor and Council of the City of Alliance, Nebraska (the “City”) hereby find and determine as follows:

(a) Pursuant to Section 18-2142.02, Reissue Revised Statutes of Nebraska, and the Community Development Law, as amended (the “Act”), the City of Alliance intends to enter into a Redevelopment Contract (the “**Redevelopment Contract**”) with 385 Apartments, LLC, a Nebraska limited liability company and the Community Redevelopment Authority of the City of Alliance, Nebraska (the “**Authority**”) which, in part, (1) provides for the improvement of a commercial shopping center (the “**Redevelopment Project**”) in the Enhanced Employment Area as shown on **Exhibit “A”** (attached hereto and incorporated herein by reference) and (2) designates such area as an “enhanced employment area” as defined in Section 18-2103(11) of the Act (the “**Enhanced Employment Area**”).

(b) Pursuant to Section 18-2142.02 of the Act, the City is authorized to levy and collect a general business occupation tax upon the businesses and users of space within the Enhanced Employment Area for the purpose of paying all or any part of the qualified and approved costs and expenses of the Redevelopment Project within the Enhanced Employment Area.

(c) It is necessary, desirable, advisable and in the best interests of the City that a general business occupation tax be imposed within the Enhanced Employment Area as provided by the Act for the purpose set forth in Section 1(b).

Section 2. Definitions. As used in this Ordinance, the following words and phrases shall have the meanings ascribed to them in this Section 2, except where the context clearly indicates or requires a different meaning:

(a) **“Person”** means any natural person, individual, partnership, association, organization or corporation of any kind or character engaging in the business of operating a General Retail Business.

(b) **“General Retail Business”** means any activity engaged in by any Person or caused to be engaged in by such Person in which products or services are sold, leased or rented for any purpose other than for resale, sublease or sub rent, except that “General Retail Business” shall not mean any transaction which is subject to tax under Sections 53-160, 66-489, 66-489.02, 66-4,140, 66-4,145, 66-4,146, 77-2602 or 77-4008 of the Nebraska Revised Statutes or which is exempt from tax under Section 77-2704.24 of the Nebraska Revised Statutes.

(c) **“Taxpayer”** shall mean any Person engaged in the business of operating a General Retail Business as herein defined who is required to pay the tax herein imposed.

Section 3. Agreement to Impose Tax. The City hereby agrees to impose an occupation tax upon every Person operating a General Retail Business within the Enhanced Employment Area, and the Mayor and City Clerk are hereby authorized and directed to execute such documents and take such actions on behalf of the City as are necessary to carry out this Ordinance, including, but not limited to, entering into a Redevelopment Contract with 385 Apartments, LLC, a Nebraska limited liability company and the Authority which shall be produced to final form for approval and execution by the City and the Authority.

Section 4. Tax Imposed; Collection of Tax.

(a) On or after February 1, 2023, and in each calendar month thereafter there is hereby imposed a retail business occupation tax upon each and every Person operating a General Retail Business within the Enhanced Employment Area for any period of time during a calendar month. The amount of such tax shall be two percent (2.00%) of all General Retail Business transactions which the State of Nebraska is authorized to impose a tax as allowed by the Nebraska Local Option Revenue Act for each calendar month derived from the General Retail Business subject to this tax. Such tax shall be imposed on transactions which the State of Nebraska is authorized to impose a tax as allowed by the Nebraska Local Option Revenue Act resulting from the sales of products or services within the limits of the Enhanced Employment Area which are subject to the sales and use tax imposed by the State of Nebraska, except that no occupation tax shall be imposed on any transaction which is subject to tax under Sections 53-160, 66-489, 66-489.02, 66-4,140, 66-4,145, 66-4,146, 77-2602 or 77-4008 of the Nebraska Revised Statutes or which is exempt from tax under Section 77-2704.24 of the Nebraska Revised Statutes.

(b) The Person engaged in operating a General Retail Business may itemize the tax levied on a bill, receipt, or other invoice to the purchaser, but each Person engaged in such business shall remain liable for the tax imposed by this Ordinance.

Section 5. Business Classifications. Pursuant to Section 18-2142.04 of the Act, the City hereby makes the following classifications of businesses, users of space, or kinds of transactions for purposes of imposing the occupation tax:

(a) **General Retail Business:** means any activity engaged in by any Person or caused to be engaged in by such Person in which products or services are sold, leased or rented for any purpose other than for resale, sublease or sub rent, except that “General Retail Business” shall not mean any transaction which is subject to tax under Sections 53-160, 66-489, 66-489.02, 66-4,140, 66-4,145, 66-4,146, 77-2602 or 77-4008 of the Nebraska Revised Statutes, as amended, or which is exempt from tax under Section 77-2704.24 of the Nebraska Revised Statutes, as amended.

(b) **Non-Occupation Tax Retail:** means users of space, or kinds of transactions where an occupations tax cannot be imposed pursuant to Section 18-2142.02 of the Act, which includes, but is not limited to 1) manufacturers or wholesalers of alcoholic liquor; 2) producers, suppliers, distributors, wholesalers, or importers of motor fuel and/or gasoline; 3) stamping agents engaged in distributing or selling cigarettes at wholesale; 4) the first owner of tobacco products in the State of Nebraska; and 5) the gross receipts from the sale, lease, or rental of and the storage use, or other consumption of food or food ingredients except for prepared food and food sold through vending machines.

c) **Other:** businesses that are not either General Retail or Non-Occupation Tax Retail.

Section 6. Return. Each and every Person engaged in the operation of a General Retail Business within the Enhanced Employment Area for the calendar month beginning February 1, 2023, and for each and every month thereafter, shall prepare and file, on or before the 25th day of the following month, on a form prescribed and furnished by the City Manager, a return for such month, and at the same time pay to the City the tax herein imposed. The return shall be verified and sworn to by the officer in charge of the business. The return shall be considered filed on time if mailed in an envelope properly addressed to the City Manager, postage prepaid and postmarked before midnight of the 25th day of the appropriate month.

Section 7. Tax Cumulative.

(a) The levy of the tax under this Ordinance is in addition to all other fees, taxes, excises and licenses levied and imposed under any contract or any other ordinances of the City, in addition to any fee, tax, excise or license imposed by the State of Nebraska.

(b) Payment of the tax imposed by this Ordinance shall not relieve the Person paying the same from payment of any other tax now or hereafter imposed by contract or ordinance or by this Ordinance, including those imposed for any business or occupation he or she may carry on, unless so provided therein. The occupation tax imposed by this Ordinance shall be cumulative except where otherwise specifically provided.

Section 8. Use of Revenue. The two percent (2.00%) occupation tax imposed by this Ordinance, less any administrative expenses, shall be transferred to the Authority for payment of principal and interest on any Enhanced Employment Area Occupation Tax Revenue Bond for the

Enhanced Employment Area and to fund any expenditures that the City is lawfully authorized to make in connection with the Redevelopment Project as permitted by the Act.

Section 9. Failure to File Return; Delinquency; Assessment by the City Manager

(a) If any Person neglects or refuses to file a return or make payment of the taxes as required by this Ordinance, the City Manager shall, if a return has not be filed, make an estimate, based upon such information as may be reasonably available, of the amount of taxes due for the period or periods for which the Taxpayer is delinquent, and upon the basis of such estimated amount or the actual amount if the return is filed but unpaid, compute and assess in addition thereto a penalty equal to ten percent (10.00%) of the amount of taxes determined due,

(b) The City Manager shall give the delinquent Taxpayer written notice of such estimated taxes and penalty, which notice may be served personally, by certified mail, or by regular U.S. mail to the last-provided address of the Taxpayer (the date of service for which shall be three (3) business days after the date posted for mailing).

(c) Such amounts owed, with penalty, shall thereupon become an assessment and such assessment shall be final, due, and payable from the Taxpayer to the City ten (10) days from the date of service of the notice; however, within ten (10) days of providing a notice of such assessment, the Taxpayer may petition the City Manager for a revision or modification of such assessment and shall, within such ten-day period, furnish the City Manager the facts and correct figures showing the correct amounts of such taxes.

(d) Such petition shall be in writing, and the facts and figures submitted shall be submitted in writing and shall be given under oath of the Taxpayer.

(e) The City Manager may then modify such assessment in accordance with the facts which he or she deems correct. Such adjusted assessment shall be made in writing, and notice thereof shall be mailed to the Taxpayer within ten (10) days; and all such decisions shall become final upon the expiration of thirty (30) days from the date of service, unless proceedings are commenced within that time for appeal in the District Court.

(f) Nothing herein, including any bond executed pursuant this Ordinance, shall obligate the City or Authority to exercise any remedy available to it for collection of any delinquent taxes or assessment owed under this Ordinance.

Section 10. Administration; Miscellaneous Provision.

(a) The administration of the provisions of this Ordinance are hereby vested in the City Manager, or his or her designee, who shall prescribe forms in conformity with this Ordinance for the making of returns, for the ascertainment, assessment and collection of the tax imposed hereunder, and for the proper administration and enforcement hereof.

(b) All notices required to be given to the Taxpayer under the provisions of this Ordinance shall be in writing. Notices shall be mailed by U.S. regular or certified mail, postage prepaid, return receipt requested, to the Taxpayer at his or her last known address, or may be served personally.

(c) It shall be the duty of every Taxpayer to keep and preserve suitable records and other books or accounts as may be necessary to determine the amount of tax for which he/she is liable hereunder.

(1) Records of the transactions which the State of Nebraska is authorized to impose a tax allowed by the Nebraska Local Option Revenue Act by which this tax is measured shall be kept separate and apart from the records of other sales or receipts in order to facilitate the examination of books and records as necessary for the collection of this tax.

(2) It shall be the duty of every Taxpayer to keep and preserve for a period of four (4) years all such books, invoices and other records, which shall be open for examination at any time by the City Manager or his or her duly designated persons. If such Person keeps or maintains his books, invoices, accounts or other records, or any thereof, outside of the state, upon demand of the City Manager he/she shall make the same available at a suitable place within the City, to be designated by the City Manager, for examination, inspection and audit by the City Manager or his or her duly authorized persons. The Taxpayer shall reimburse the City for the reasonable costs of examination, inspection and audit if the City Manager determines that the Taxpayer paid ninety percent or less of the tax owing for the period of the examination.

(3) The City Manager, in his or her discretion, may make, permit or cause to be made the examination, inspection or audit of books, invoices, accounts or other records so kept or maintained by such Person outside of the state at the place where same are kept or maintained or at any place outside the state where the same may be made available, provided such Person shall have entered into a binding agreement with the City to reimburse it for all costs and expenses incurred by it in order to have such examination, inspection or audit made in such place.

(d) For the purpose of ascertaining the correctness of a return, or for the purpose of determining the amount of tax due from any Person, the City Manager or his or her duly authorized persons, may conduct investigations concerning any matters covered by this Ordinance; and may examine any relevant books, papers, records or memoranda of any such Person.

(e) The City shall retain monthly 1.0%, of the gross amount received from the occupation tax imposed hereby, or a monthly minimum of \$25.00 per General Retail Occupation Tax return required to be made pursuant to this ordinance, whichever is higher, as an administrative fee. The City may retain this amount before distribution of other tax receipts to the Authority.

Section 11. Recover of Unpaid Tax by Action at Law

(a) The City Manager may, but is not obligated to, also treat any such taxes and penalties due and unpaid as a debt due the City.

(b) In case of failure to pay the taxes, or any portion thereof, or any penalty thereon when due, the City may, but is not obligated to, recover at law the amount of such taxes and penalties in any court of Box Butte County, Nebraska or of the county wherein the Taxpayer resides or has its principal place of business having jurisdiction of the amounts sought to be collected.

(c) The return of the Taxpayer or the assessment made by the City Manager, as herein provided, shall be prima facie proof of the amount due.

(d) The City Attorney may, but is not obligated to, commence an action for the recovery of taxes due under this Ordinance and this remedy shall be in addition to all other existing remedies, or remedies provided in this Ordinance.

Section 12. Suspension or Revocation of Licenses for Failure to Pay Tax; Hearing. If the City Manager or the City Manager's designee, determines that any Person has failed to pay any tax imposed by this Ordinance, such official may, but is not obligated to, suspend or revoke any City license, permit or other approval held by such Person. Such Person shall have an opportunity to a hearing with the City Manager before the suspension or revocation, which may not be held less than seven (7) days after notice is given of the time and place of such hearing, addressed to the last known place of business of such Person. Pending the notice, hearing and final determination, any licensee, permit or other approval issued by the City to the Person may be temporarily suspended. No suspension or revocation hereunder shall release or discharge the Person from civil liability for the payment or collection and remittance of the tax, nor from prosecution for such offense.

Section 13. Sunset Provision. The occupation tax imposed by this Ordinance shall terminate and collection of the tax shall cease upon the earlier of 1) payment in full of all indebtedness issued by the Authority pursuant to the provisions of the Act, for which such occupation tax receipts have been pledged being either the Enhanced Employment Area Occupation Tax Revenue Bond (Heartland Flats Mall and Apartments Project) as described in the Redevelopment Contract; or, 2) twenty (20) years after the issuance of said Bond, as provided in the Redevelopment Contract.

Section 14. Conflicts. All ordinances, resolutions, or orders, or parts thereof in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section 15. Severability. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid, the validity of the remainder hereof shall not be affected thereby.

Section 16. Headings of Section Not Controlling. The headings of sections of this Ordinance are set forth herein for convenience of reference only and shall not affect the construction or interpretation of this Ordinance or any section hereof.

Section 17. Effective Date. This Ordinance shall take effect upon its passage and publication as provided by law.

Roll call vote with the following results:

Voting Aye: Dafney, Mischnick, McGhehey, Andersen and Mashburn.

Voting Nay: None.

December 20, 2022

Motion carried.

Mayor Dafney stated, “the passage and adoption of Ordinance No. 2950 has been concurred by a majority of all members elected to the Council, I declare it passed, adopted and order it published.”

- Councilman McGhehey next motioned to enter into closed session, seconded by Councilman Mischnick, to discuss and conduct review of the City Manager regarding administrative management of the police department.

Roll call vote with the following results:

Voting Aye: Dafney, Mischnick, McGhehey, Andersen and Mashburn.

Voting Nay: None.

Motion carried.

Council entered into the closed session at 7:08 p.m. and returned to open session at 7:51 p.m.

There being no further business before Council, Mayor Dafney adjourned the meeting at 7:51 p.m.

Mike Dafney, Mayor

(SEAL)

Tarrah S. Johnson, City Clerk

Complete minutes of the Alliance City Council may be viewed by the public during regular work hours at the City Clerk’s Office, 324 Laramie Avenue, Alliance, Nebraska.

PAYROLL COSTS TO BE REPORTED TO COUNCIL

PAY DATE: 12/30/2022

GROSS PAYROLL

\$ 236,963.03

(GET FROM SINGLE LINE SUMMARY REPORT)

EMPLOYER COSTS

(GET FROM BENEFITS REGISTER REPORT)

FICA \$ 13,881.54

MEDICARE \$ 3,435.91

POLICE PENSION - PRINCIPAL \$ 2,873.07

FIRE PENSION - PRINCIPAL \$ 1,340.73

GENERAL PENSION - PRINCIPAL \$ 7,537.07

ICMA CITY MANAGER PENSION \$ 323.09

H S A SANDHILLS STATE BANK

HEALTH/LIFE INSURANCE - HEALTH FUND

TOTAL BENEFITS \$ 29,391.41

TOTAL PAYROLL COSTS

\$ 266,354.44

CITY CLERK-TARRAH JOHNSON

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
General Fund					
01-10-10-43-384 Election Expenses	General Fund	City Council	City Council		
BOX BUTTE COUNTY CLERK	GENERAL ELECTION EXPENSE	11082203	12/13/2022	452.00	
01-10-10-45-511 Office Supplies	General Fund	City Council	City Council		
FIRSTBANK CARD	FRAMING	JOHNSON 12/	12/05/2022	78.14	12/21/2022
01-10-10-45-511 Office Supplies	General Fund	City Council	City Council		
PRINT EXPRESS	BUSINESS CARDS - CITY COUNCIL	78703	11/30/2022	166.77	
Total City Council:				696.91	
Total City Council:				696.91	
01-11-11-42-294 Conferences, Cont Education	General Fund	City Administration	City Administration		
FIRSTBANK CARD	LODGING - T. JOHNSON	JOHNSON 12/	12/05/2022	411.25	12/21/2022
01-11-11-42-294 Conferences, Cont Education	General Fund	City Administration	City Administration		
FIRSTBANK CARD	TECHNICAL WRITING COURSE - K. SORESENSEN 12		12/05/2022	319.93	12/20/2022
01-11-11-45-511 Office Supplies	General Fund	City Administration	City Administration		
NEBRASKA TOTAL OFFICE	OFFICE SUPPLIES	0120304-001	12/14/2022	96.75	
01-11-11-45-512 Computer Supplies	General Fund	City Administration	City Administration		
FIRSTBANK CARD	STRAIGHT TALK SERVICE	JOHNSON 12/	12/05/2022	30.00	12/21/2022
01-11-11-45-526 Other Supplies	General Fund	City Administration	City Administration		
FIRSTBANK CARD	CHRISTMAS DECOR	SORENSEN 12	12/05/2022	21.40	12/20/2022
Total City Administration:				879.33	
Total City Administration:				879.33	
01-31-31-43-373 Contract Custodial Services	General Fund	Police Administration	Police Department		
HP CLEANING AND SEWING	CLEANING SERVICES	242352	12/15/2022	196.00	
01-31-31-44-444 Natural Gas	General Fund	Police Administration	Police Department		
BLACK HILLS ENERGY	POLICE ANNEX ACCT# 8845963160	149791	12/23/2022	92.63	
01-31-31-45-561 Bldg Maintenance Material	General Fund	Police Administration	Police Department		
BERNIES ACE HARDWARE	BUILDING MAINTENANCE	269408	11/14/2022	6.99	
01-31-31-45-561 Bldg Maintenance Material	General Fund	Police Administration	Police Department		
IDEAL LINEN INC	MATS	11151587	12/09/2022	38.89	
01-31-31-45-561 Bldg Maintenance Material	General Fund	Police Administration	Police Department		
CARTER'S HOME HARDWARE & AP	CREDIT	17089/1	11/07/2022	4.00-	
01-31-31-45-561 Bldg Maintenance Material	General Fund	Police Administration	Police Department		
CARTER'S HOME HARDWARE & AP	BUILDING MAINTENANCE	17081/1	11/07/2022	43.47	
Total Police Administration:				373.98	
01-31-32-42-294 Conferences, Cont Education	General Fund	Police Operations	Police Department		
CITY OF ALLIANCE	CATERING FEE / CIT / PATROL	14119	12/19/2022	660.00	
01-31-32-42-294 Conferences, Cont Education	General Fund	Police Operations	Police Department		
FIRSTBANK CARD	MEALS - TECHNICAL CRASH INV. Y YOCUM 12/22		12/05/2022	158.12	12/28/2022
01-31-32-42-294 Conferences, Cont Education	General Fund	Police Operations	Police Department		
NE LAW ENFORCEMENT TRAINING	MATERIAL FEES	11480	12/13/2022	330.00	
01-31-32-42-294 Conferences, Cont Education	General Fund	Police Operations	Police Department		
NE LAW ENFORCEMENT TRAINING	TUITION AND LODGING	11515	12/16/2022	485.00	
01-31-32-42-294 Conferences, Cont Education	General Fund	Police Operations	Police Department		
CONSOLIDATED MGNT CO INC	TRAINING MEALS	224178	12/14/2022	13.65	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
01-31-32-42-294 Conferences, Cont Education	General Fund	Police Operations	Police Department		
CONSOLIDATED MGNT CO INC	TRAINING MEALS	224223	12/14/2022	5.50	
01-31-32-42-294 Conferences, Cont Education	General Fund	Police Operations	Police Department		
J.C. SANTELLI TRAINING & CONSU	C.I.T. TRAINING / PATROL	1043	12/19/2022	3,031.52	
01-31-32-43-373 Contract Custodial Services	General Fund	Police Operations	Police Department		
HP CLEANING AND SEWING	CLEANING SERVICES	242352	12/15/2022	1,204.00	
01-31-32-43-374 Investigators Expense	General Fund	Police Operations	Police Department		
PREDPOL INC	Software License for Predictive Analys	1172	10/26/2022	12,500.00	
01-31-32-43-374 Investigators Expense	General Fund	Police Operations	Police Department		
GRAYSHIFT LLC	Graykey software license including a s	Q-18333-1	12/12/2022	28,956.40	
01-31-32-44-421 Membership Dues	General Fund	Police Operations	Police Department		
POLICE OFFICERS ASSOC OF NE	MEMBERSHIP DUES	4297	01/01/2023	250.00	
01-31-32-44-441 Electricity	General Fund	Police Operations	Police Department		
COA UTILITIES	ELECTRIC	104446	12/21/2022	28.85	
01-31-32-44-464 PMCNTSVC-Vehicle Repair	General Fund	Police Operations	Police Department		
DARREN'S CARQUEST AUTO PART	PARTS	2723-445235	12/13/2022	11.30	
01-31-32-45-525 Animal Care Supplies	General Fund	Police Operations	Police Department		
FARM PLAN	OTHER SUPPLIES	1074527	11/28/2022	25.97	
01-31-32-45-563 Cleaning Supplies	General Fund	Police Operations	Police Department		
IDEAL LINEN INC	MOPS AND MATS	11151586	12/19/2022	36.50	
Total Police Operations:				47,696.81	
01-31-33-42-294 Conferences, Cont Education	General Fund	Police Support Services	Police Department		
CITY OF ALLIANCE	CATERING FEE / CIT / DISPATCH	14119	12/19/2022	990.00	
01-31-33-42-294 Conferences, Cont Education	General Fund	Police Support Services	Police Department		
J.C. SANTELLI TRAINING & CONSU	C.I.T. TRAINING / DISPATCH	1043	12/19/2022	4,088.28	
01-31-33-43-379 Other Contract Operating Svcs	General Fund	Police Support Services	Police Department		
HP CLEANING AND SEWING	DISPATCH HEM	242351	12/15/2022	20.00	
01-31-33-45-531 Uniforms	General Fund	Police Support Services	Police Department		
HART WORKS EMBROIDERY & SCR	SHIRTS	2787	09/21/2022	475.72	
Total Police Support Services:				5,574.00	
01-31-34-44-441 Electricity	General Fund	Animal Control	Police Department		
COA UTILITIES	ELECTRIC	104446	12/21/2022	573.04	
01-31-34-44-442 Water-Sewer	General Fund	Animal Control	Police Department		
COA UTILITIES	WATER / SEWER	104446	12/21/2022	9.25	
01-31-34-44-443 Refuse	General Fund	Animal Control	Police Department		
COA UTILITIES	REFUSE	104446	12/21/2022	19.32	
Total Animal Control:				601.61	
Total Police Department:				54,246.40	
01-37-37-42-238 Vol Firefighter Life Ins	General Fund	Firefighting	Fire Department		
VFIS BENEFITS DIVISION	BASIC COVERAGE W/AD&D	428324126	09/20/2022	332.91	12/21/2022
01-37-37-42-294 Conferences, Cont Education	General Fund	Firefighting	Fire Department		
TROY SHOEMAKER	COLLEGE CLASS REIMBURSEMEN	149792	05/23/2022	860.80	
01-37-37-44-441 Electricity	General Fund	Firefighting	Fire Department		
COA UTILITIES	ELECTRIC	104446	12/21/2022	566.36	
01-37-37-44-442 Water-Sewer	General Fund	Firefighting	Fire Department		
COA UTILITIES	WATER / SEWER	104446	12/21/2022	13.86	
01-37-37-44-443 Refuse	General Fund	Firefighting	Fire Department		
COA UTILITIES	REFUSE	104446	12/21/2022	14.49	
01-37-37-44-444 Natural Gas	General Fund	Firefighting	Fire Department		
BLACK HILLS ENERGY	FIREHALL ACCT# 2290865237	149791	12/23/2022	324.27	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
01-37-37-44-451 Telephone Line Expense	General Fund	Firefighting	Fire Department		
CHARTER COMMUNICATIONS	ACCT # 8356 15 100 0175004	017500412152	12/15/2022	55.44	
Total Firefighting:				2,168.13	
Total Fire Department:				2,168.13	
01-41-46-44-441 Electricity	General Fund	Municipal Building	Public Works		
COA UTILITIES	ELECTRIC	104446	12/21/2022	3,357.91	
01-41-46-44-442 Water-Sewer	General Fund	Municipal Building	Public Works		
COA UTILITIES	WATER / SEWER	104446	12/21/2022	11.44	
01-41-46-44-443 Refuse	General Fund	Municipal Building	Public Works		
COA UTILITIES	REFUSE	104446	12/21/2022	19.32	
01-41-46-44-444 Natural Gas	General Fund	Municipal Building	Public Works		
BLACK HILLS ENERGY	CITY HALL ACCT# 8314203634	149791	12/23/2022	428.14	
01-41-46-45-561 Bldg Maintenance Material	General Fund	Municipal Building	Public Works		
BERNIES ACE HARDWARE	SUPPLIES	270811	12/14/2022	22.99	
01-41-46-45-561 Bldg Maintenance Material	General Fund	Municipal Building	Public Works		
FIRSTBANK CARD	5 GALLON PAISLS	GRANT 12/22	12/05/2022	248.43	12/21/2022
Total Municipal Building:				4,088.23	
Total Public Works:				4,088.23	
01-71-71-43-373 Contract Custodial Services	General Fund	Parks	Cultural and Leisure		
REGION 1 OHD	JANITORIAL SERVICES	4231034	12/16/2022	150.00	
01-71-71-44-441 Electricity	General Fund	Parks	Cultural and Leisure		
COA UTILITIES	ELECTRIC	104446	12/21/2022	1,172.50	
01-71-71-44-442 Water-Sewer	General Fund	Parks	Cultural and Leisure		
COA UTILITIES	WATER / SEWER	104446	12/21/2022	26.04	
01-71-71-44-443 Refuse	General Fund	Parks	Cultural and Leisure		
COA UTILITIES	REFUSE	104446	12/21/2022	145.27	
01-71-71-44-444 Natural Gas	General Fund	Parks	Cultural and Leisure		
BLACK HILLS ENERGY	STREET GARAGE ACCT# 83166747	149791	12/23/2022	1,602.78	
01-71-71-44-444 Natural Gas	General Fund	Parks	Cultural and Leisure		
BLACK HILLS ENERGY	SHELTER HOUSE ACCT# 43030966	149791	12/23/2022	175.16	
01-71-71-44-444 Natural Gas	General Fund	Parks	Cultural and Leisure		
BLACK HILLS ENERGY	PARKS ACCT# 8650163780	149791	12/23/2022	124.43	
01-71-71-44-444 Natural Gas	General Fund	Parks	Cultural and Leisure		
BLACK HILLS ENERGY	BOTANNICAL GARDENS ACCT# 152	149791	12/23/2022	181.45	
01-71-71-44-483 NRCNTSVC-Building Public Wrks	General Fund	Parks	Cultural and Leisure		
JACK'S REFRIGERATION INC	REPAIRED HEATER BLOWER	62691	12/08/2022	353.76	
01-71-71-45-526 Other Supplies	General Fund	Parks	Cultural and Leisure		
BERNIES ACE HARDWARE	OTHER SUPPLIES	270972	12/19/2022	4.99	
01-71-71-45-544 Small Tools, Equipment	General Fund	Parks	Cultural and Leisure		
FARM PLAN	SMALL TOOLS/EQUIP	51080013	12/12/2022	55.73	
01-71-71-45-544 Small Tools, Equipment	General Fund	Parks	Cultural and Leisure		
FARM PLAN	SNOW SCAPERS	51080013	12/12/2022	4.25	
01-71-71-45-551 Fuel,Oil,Lube-Veh,Mach,Equip	General Fund	Parks	Cultural and Leisure		
DARREN'S CARQUEST AUTO PART	CREDIT	2723-443468	11/18/2022	79.27-	
01-71-71-45-556 Parts-Vehicle, Mach, Equip	General Fund	Parks	Cultural and Leisure		
FARM PLAN	PARTS	51078555	12/09/2022	34.57	
01-71-71-45-556 Parts-Vehicle, Mach, Equip	General Fund	Parks	Cultural and Leisure		
FARM PLAN	PARTS	51083739	12/20/2022	2.93	
01-71-71-45-556 Parts-Vehicle, Mach, Equip	General Fund	Parks	Cultural and Leisure		
FARM PLAN	PARTS	51083741	12/20/2022	2.93-	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
01-71-71-45-556 Parts-Vehicle, Mach, Equip PANHANDLE FAB INC.	General Fund SNOW PLOW BLADE	Parks 44942	Cultural and Leisure 12/20/2022	189.00	
01-71-71-45-556 Parts-Vehicle, Mach, Equip PANHANDLE FAB INC.	General Fund SMALL BLADE AND BOLTS	Parks 44927	Cultural and Leisure 12/12/2022	195.00	
01-71-71-45-556 Parts-Vehicle, Mach, Equip DARREN'S CARQUEST AUTO PART	General Fund PARTS	Parks 2723-444617	Cultural and Leisure 12/05/2022	12.43	
01-71-71-45-556 Parts-Vehicle, Mach, Equip DARREN'S CARQUEST AUTO PART	General Fund PARTS	Parks 2723-444617	Cultural and Leisure 12/05/2022	75.89	
01-71-71-45-556 Parts-Vehicle, Mach, Equip DARREN'S CARQUEST AUTO PART	General Fund PARTS	Parks 2723-445699	Cultural and Leisure 12/21/2022	8.85	
01-71-71-45-562 Fountain Maintenance FARM PLAN	General Fund SALT FOR FOUNTAIN	Parks 51080479	Cultural and Leisure 12/12/2022	124.90	
Total Parks:				4,557.73	
01-71-72-44-444 Natural Gas BLACK HILLS ENERGY	General Fund SENIOR CTR ACCT# 8177773640	Senior Center 149791	Cultural and Leisure 12/23/2022	291.12	
Total Senior Center:				291.12	
01-71-74-45-526 Other Supplies FARM PLAN	General Fund OTHER SUPPLIES	Cemetery 51081094	Cultural and Leisure 12/15/2022	39.69	
01-71-74-45-526 Other Supplies FARM PLAN	General Fund OTHER SUPPLIES	Cemetery 1071322	Cultural and Leisure 11/22/2022	18.15	
01-71-74-45-551 Fuel,Oil,Lube-Veh,Mach,Equip WESTCO	General Fund BULK FUEL	Cemetery U3321922	Cultural and Leisure 12/12/2022	1,320.19	
Total Cemetery:				1,378.03	
01-71-75-44-444 Natural Gas BLACK HILLS ENERGY	General Fund POOL ACCT# 4332196321	Swimming Pool 149791	Cultural and Leisure 12/23/2022	35.05	
Total Swimming Pool:				35.05	
01-71-76-45-515 Profess Books, Education THE LEDGER	General Fund YEARLY SUBSCRIPTION	Knight Museum 149789	Cultural and Leisure 11/23/2022	56.99	
01-71-76-45-561 Bldg Maintenance Material BLOEDORN LUMBER - ALLIANCE	General Fund BUILDING MAINTENANCE MATERIA	Knight Museum 7303341	Cultural and Leisure 11/17/2022	31.22	
01-71-76-46-600 Catering Expenses GROCERY KART INC	General Fund CATERING SUPPLIES	Knight Museum 6436	Cultural and Leisure 12/14/2022	76.91	
Total Knight Museum:				165.12	
01-71-77-44-444 Natural Gas BLACK HILLS ENERGY	General Fund LIBRARY ACCT# 8075256061	Library 149791	Cultural and Leisure 12/23/2022	1,358.47	
01-71-77-45-574 Misc Grounds Maintenance CARTER'S HOME HARDWARE & AP	General Fund maintenance	Library 17480/1	Cultural and Leisure 12/07/2022	22.96	
01-71-77-46-521 Books AMAZON.COM LLC	General Fund BOOKS	Library 149787	Cultural and Leisure 12/09/2022	587.16	
01-71-77-46-521 Books AMAZON.COM LLC	General Fund BOOKS	Library 149785	Cultural and Leisure 12/09/2022	246.97	
01-71-77-46-521 Books AMAZON.COM LLC	General Fund BOOKS	Library 149786	Cultural and Leisure 12/09/2022	613.71	
01-71-77-46-522 Periodicals, Subscriptions OCLC INC	General Fund SUBSCRIPTIONS	Library 1000274117	Cultural and Leisure 12/01/2022	69.11	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
Total Library:				2,898.38	
Total Cultural and Leisure Services:				9,325.43	
01-79-79-44-433 Other Advertising Services	General Fund	Marketing	Culture and Leisure		
ALLIANCE TIMES HERALD	VETERAN'S DAY	149790	11/09/2022	195.00	
01-79-79-44-433 Other Advertising Services	General Fund	Marketing	Culture and Leisure		
FLAGSHIP PUBLISHING INC	ADVERTISEMENT	26096	12/20/2022	500.00	
01-79-79-44-433 Other Advertising Services	General Fund	Marketing	Culture and Leisure		
AMERICAN ROAD LLC	WINTER 2022 AD	2022-24547	12/23/2022	1,149.00	
01-79-79-44-434 Contract Printing Expense	General Fund	Marketing	Culture and Leisure		
NEBRASKA PRINTWORKS LLC	BROCHURES	52182	11/23/2022	2,670.52	
Total Marketing:				4,514.52	
01-79-80-44-441 Electricity	General Fund	Carhenge	Culture and Leisure		
PREMA	UTILITIES	149788	12/06/2022	494.76	
01-79-80-45-526 Other Supplies	General Fund	Carhenge	Culture and Leisure		
NEBRASKA TOTAL OFFICE	OFFICE SUPPLIES	0120301-001	12/14/2022	5.92	
Total Carhenge:				500.68	
Total Culture and Leisure Services:				5,015.20	
01-81-82-47-754 Chamber Membership	General Fund	Community Support Programs	Miscellaneous		
ALLIANCE CHAMBER OF COMMER	PUBLICITY AGREEMENT	17850	12/07/2022	2,750.00	
Total Community Support Programs:				2,750.00	
Total Miscellaneous:				2,750.00	
Total General Fund:				79,169.63	
Electric Fund					
05-51-50-42-294 Conferences, Cont Education	Electric Fund	Administration	Utility Superintenden		
FIRSTBANK CARD	TRAVEL EXPENSES - K.BRIDGE	BRIDGE 12/22	12/05/2022	165.14	12/20/2022
05-51-50-44-441 Electricity	Electric Fund	Administration	Utility Superintenden		
COA UTILITIES	ELECTRIC	104446	12/21/2022	292.52	
05-51-50-44-442 Water-Sewer	Electric Fund	Administration	Utility Superintenden		
COA UTILITIES	WATER / SEWER	104446	12/21/2022	3.83	
05-51-50-44-444 Natural Gas	Electric Fund	Administration	Utility Superintenden		
BLACK HILLS ENERGY	PUBLIC WORKS ANNEX ACCT# 709	149791	12/23/2022	1,173.42	
Total Administration:				1,634.91	
05-51-51-44-481 NRCNTSVC-Other Mach, Equip	Electric Fund	Generation	Utility Superintenden		
POWERTECH LLC	INSTALLED NEW FLOW SWITCH AN	W69343	12/20/2022	2,232.41	
Total Generation:				2,232.41	
05-51-53-44-442 Sewer	Electric Fund	Urban Distribution	Utility Superintenden		
COA UTILITIES	WATER / SEWER	104446	12/21/2022	2.87	
05-51-53-44-489 NRCNTSVC-Other Mach, Equip	Electric Fund	Urban Distribution	Utility Superintenden		
BOLEK-BILT LLC	#406 REPAIR	3012	12/08/2022	372.00	
05-51-53-45-544 Small Tools, Equipment	Electric Fund	Urban Distribution	Utility Superintenden		
FIRSTBANK CARD	RIPLEY BUSHINGS FOR WS5	BRIDGE 12/22	12/05/2022	153.00	12/20/2022

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
05-51-53-45-544 Small Tools, Equipment	Electric Fund	Urban Distribution	Utility Superintenden		
CARTER'S HOME HARDWARE & AP	TOOLS	17626/1	12/19/2022	3.49	
05-51-53-45-556 Parts-Vehicle, Mach, Equip	Electric Fund	Urban Distribution	Utility Superintenden		
DARREN'S CARQUEST AUTO PART	PARTS VEHICLE	2723-445266	12/14/2022	9.39-	
05-51-53-45-556 Parts-Vehicle, Mach, Equip	Electric Fund	Urban Distribution	Utility Superintenden		
DARREN'S CARQUEST AUTO PART	PARTS VEHICLE	2723-445220	12/13/2022	9.39	
05-51-53-45-561 Bldg Maintenance Material	Electric Fund	Urban Distribution	Utility Superintenden		
BERNIES ACE HARDWARE	BUILDING MAINTENANCE	271001	12/20/2022	8.52	
05-51-53-45-561 Bldg Maintenance Material	Electric Fund	Urban Distribution	Utility Superintenden		
BERNIES ACE HARDWARE	BUILDING MAINTENANCE	270857	12/15/2022	30.47	
05-51-53-45-561 Bldg Maintenance Material	Electric Fund	Urban Distribution	Utility Superintenden		
BERNIES ACE HARDWARE	BUILDING MAINTENANCE	271063	12/21/2022	4.24	
05-51-53-45-561 Bldg Maintenance Material	Electric Fund	Urban Distribution	Utility Superintenden		
BERNIES ACE HARDWARE	BUILDING MAINTENANCE	270857	12/15/2022	7.94	
Total Urban Distribution:				582.53	
Total Utility Superintendent:				4,449.85	
Total Electric Fund:				4,449.85	
Refuse Fund					
06-41-42-44-482 NRCNTSVC-Vehicle Repair Mtc	Refuse Fund	Refuse Collection	Public Works		
STEVE'S LITE TRUCK INC	EQUIP REPAIR	50230	12/12/2022	692.59	
06-41-42-45-531 Uniforms	Refuse Fund	Refuse Collection	Public Works		
FARM PLAN	UNIFORM - KELLY M.	51078977	12/10/2022	124.06	
06-41-42-45-556 Parts-Vehicle, Mach, Equip	Refuse Fund	Refuse Collection	Public Works		
ALLIANCE TRACTOR & IMPLEMENT	PARTS	98288	12/15/2022	55.76	
Total Refuse Collection:				872.41	
Total Public Works:				872.41	
06-51-55-44-421 Membership Dues	Refuse Fund	Refuse Disposal	Public Works		
SWANA OF NORTH AMERICA	MEMBER DUES	2024-1588282	11/01/2022	290.00	
06-51-55-44-441 Electricity	Refuse Fund	Refuse Disposal	Public Works		
COA UTILITIES	ELECTRIC	104446	12/21/2022	498.20	
06-51-55-44-442 Water-Sewer	Refuse Fund	Refuse Disposal	Public Works		
COA UTILITIES	WATER / SEWER	104446	12/21/2022	9.59	
06-51-55-44-444 Natural Gas	Refuse Fund	Refuse Disposal	Public Works		
BLACK HILLS ENERGY	LANDFILL ACCT# 7095590391	149791	12/23/2022	1,581.31	
06-51-55-44-489 NRCNTSVC-Other Mach, Equip	Refuse Fund	Refuse Disposal	Public Works		
MURPHY TRACTOR	REPAIRS AND SERVICE	1937205	11/29/2022	851.72	
06-51-55-45-531 Uniforms	Refuse Fund	Refuse Disposal	Public Works		
IDEAL LINEN INC	UNIFORMS	11152311	12/22/2022	90.74	
06-51-55-45-531 Uniforms	Refuse Fund	Refuse Disposal	Public Works		
IDEAL LINEN INC	UNIFORMS	11151349	12/15/2022	90.74	
06-51-55-45-531 Uniforms	Refuse Fund	Refuse Disposal	Public Works		
IDEAL LINEN INC	UNIFORMS	11150357	12/08/2022	90.74	
06-51-55-45-534 Safety Commodities	Refuse Fund	Refuse Disposal	Public Works		
FARM PLAN	SAFETY COMMODITIES	51084456	12/22/2022	26.98	
06-51-55-45-544 Small Tools, Equipment	Refuse Fund	Refuse Disposal	Public Works		
FARM PLAN	SMALL TOOLS/EQUIP	51084004	12/21/2022	39.99	
06-51-55-45-553 Refuse-Fuel	Refuse Fund	Refuse Disposal	Public Works		
WESTCO	Dyed Fuel for Landfill	U3321939	12/17/2022	4,786.53	
06-51-55-45-556 Parts-Vehicle, Mach, Equip	Refuse Fund	Refuse Disposal	Public Works		
BLOEDORN LUMBER - ALLIANCE	PARTS	7286958	11/07/2022	5.23	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
06-51-55-45-556 Parts-Vehicle, Mach, Equip	Refuse Fund	Refuse Disposal	Public Works		
FARM PLAN	PARTS	51080370	12/12/2022	48.03	
06-51-55-45-556 Parts-Vehicle, Mach, Equip	Refuse Fund	Refuse Disposal	Public Works		
FARM PLAN	PARTS	51083038	12/19/2022	11.74	
06-51-55-45-556 Parts-Vehicle, Mach, Equip	Refuse Fund	Refuse Disposal	Public Works		
FARM PLAN	PARTS	P01562	12/12/2022	37.05	
06-51-55-45-556 Parts-Vehicle, Mach, Equip	Refuse Fund	Refuse Disposal	Public Works		
CARTER'S HOME HARDWARE & AP	PARTS	17700/1	12/22/2022	11.96	
06-51-55-45-556 Parts-Vehicle, Mach, Equip	Refuse Fund	Refuse Disposal	Public Works		
CARTER'S HOME HARDWARE & AP	PARTS	17639/1	12/20/2022	19.98	
06-51-55-45-556 Parts-Vehicle, Mach, Equip	Refuse Fund	Refuse Disposal	Public Works		
CARTER'S HOME HARDWARE & AP	PARTS	17629/1	12/19/2022	2.46	
06-51-55-45-556 Parts-Vehicle, Mach, Equip	Refuse Fund	Refuse Disposal	Public Works		
CARTER'S HOME HARDWARE & AP	PARTS	17548/1	12/12/2022	6.48	
06-51-55-45-556 Parts-Vehicle, Mach, Equip	Refuse Fund	Refuse Disposal	Public Works		
CARTER'S HOME HARDWARE & AP	PARTS	17524/1	12/10/2022	2.56	
06-51-55-45-556 Parts-Vehicle, Mach, Equip	Refuse Fund	Refuse Disposal	Public Works		
CARTER'S HOME HARDWARE & AP	PARTS	17557/1	12/12/2022	5.49	
06-51-55-45-556 Parts-Vehicle, Mach, Equip	Refuse Fund	Refuse Disposal	Public Works		
CARTER'S HOME HARDWARE & AP	PARTS	17617/1	12/19/2022	34.99	
06-51-55-45-556 Parts-Vehicle, Mach, Equip	Refuse Fund	Refuse Disposal	Public Works		
CARTER'S HOME HARDWARE & AP	PARTS	17524/1	12/10/2022	36.39	
Total Refuse Disposal:				8,578.90	
Total Public Works:				8,578.90	
Total Refuse Fund:				9,451.31	
Sewer Fund					
07-52-58-44-436 Mail, Delivery Services	Sewer Fund	Sewer	Public Works		
FIRSTBANK CARD	SHIPPING	GRANT 12/22	12/05/2022	757.78	12/21/2022
07-52-58-44-441 Electricity	Sewer Fund	Sewer	Public Works		
COA UTILITIES	ELECTRIC	104446	12/21/2022	2,140.31	
07-52-58-45-544 Small Tools, Equipment	Sewer Fund	Sewer	Public Works		
CARTER'S HOME HARDWARE & AP	TOOLS	17586/1	12/15/2022	8.98	
07-52-58-45-556 Parts-Vehicle, Mach, Equip	Sewer Fund	Sewer	Public Works		
DARREN'S CARQUEST AUTO PART	PARTS	2723-443535	11/18/2022	131.40	
07-52-58-45-556 Parts-Vehicle, Mach, Equip	Sewer Fund	Sewer	Public Works		
O'REILLY AUTO PARTS	WIPER BLADES	6010-159577	12/13/2022	41.78	
Total Sewer:				3,080.25	
Total Public Works:				3,080.25	
Total Sewer Fund:				3,080.25	
Water Fund					
08-0000-07710 Merchandise Inventory	Water Fund				
MUNICIPAL SUPPLY,INC OF NEBR.	CURB BOX LID	0855294-IN	11/14/2022	68.82	
Total :				68.82	
Total :				68.82	
08-52-51-43-383 Water Testing Services	Water Fund	Water Treatment	Public Works		
NE PUBLIC HEALTH ENVIRONMENT	OTHERS TESTING	559931	12/13/2022	48.00	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
08-52-51-43-383 Water Testing Services	Water Fund	Water Treatment	Public Works		
NE PUBLIC HEALTH ENVIRONMENT	OTHERS TESTING	559174	12/13/2022	57.00	
08-52-51-44-441 Electricity	Water Fund	Water Treatment	Public Works		
COA UTILITIES	ELECTRIC	104446	12/21/2022	16,610.56	
08-52-51-44-486 NRCNTSVC-Veh, Equip, Tire Rep	Water Fund	Water Treatment	Public Works		
WESTCO	TIRE REPAIR	150364	12/14/2022	20.00	
08-52-51-45-532 Protective Gear	Water Fund	Water Treatment	Public Works		
FIRSTBANK CARD	SAFETY UNIFORMS	FANKHAUSER	12/05/2022	1,067.61	12/21/2022
08-52-51-45-532 Protective Gear	Water Fund	Water Treatment	Public Works		
FIRSTBANK CARD	SAFETY UNIFORMS	GRANT 12/22	12/05/2022	759.25	12/21/2022
08-52-51-45-532 Protective Gear	Water Fund	Water Treatment	Public Works		
FIRSTBANK CARD	OVERLIMIT FEE	FANKHAUSER	12/05/2022	39.00	12/21/2022
08-52-51-45-556 Parts-Vehicle, Mach, Equip	Water Fund	Water Treatment	Public Works		
BLOEDORN LUMBER - ALLIANCE	PARTS	7339009	12/12/2022	24.59	
08-52-51-45-556 Parts-Vehicle, Mach, Equip	Water Fund	Water Treatment	Public Works		
MIDWEST FARM SERVICE-ALLIANCE	PARTS	43872	12/20/2022	34.47	
08-52-51-46-629 Other Chemicals	Water Fund	Water Treatment	Public Works		
HAWKINS INC	CHEMICALS	6350000	12/01/2022	837.30	
Total Water Treatment:				19,497.78	
08-52-52-43-383 Water Testing Services	Water Fund	Distribution	Public Works		
FIRSTBANK CARD	POSTAGE - WATER SAMPLES	SWEDEEN 12/	12/05/2022	165.95	12/21/2022
08-52-52-43-383 Water Testing Services	Water Fund	Distribution	Public Works		
NE PUBLIC HEALTH ENVIRONMENT	COLIFORM	559174	12/13/2022	150.00	
08-52-52-44-441 Electricity	Water Fund	Distribution	Public Works		
COA UTILITIES	ELECTRIC	104446	12/21/2022	309.17	
08-52-52-44-442 Water-Sewer	Water Fund	Distribution	Public Works		
COA UTILITIES	WATER / SEWER	104446	12/21/2022	4.87	
08-52-52-44-443 Refuse	Water Fund	Distribution	Public Works		
COA UTILITIES	REFUSE	104446	12/21/2022	19.32	
08-52-52-45-544 Small Tools, Equipment	Water Fund	Distribution	Public Works		
BLOEDORN LUMBER - ALLIANCE	TOOLS	7351101	12/21/2022	29.95	
08-52-52-45-544 Small Tools, Equipment	Water Fund	Distribution	Public Works		
FARM PLAN	SMALL TOOLS/EQUIP	51081172	12/15/2022	15.49	
08-52-52-45-544 Small Tools, Equipment	Water Fund	Distribution	Public Works		
FARM PLAN	SMALL TOOLS/EQUIP	51083157	12/19/2022	21.39	
08-52-52-45-556 Parts-Vehicle, Mach, Equip	Water Fund	Distribution	Public Works		
CARTER'S HOME HARDWARE & AP	PARTS	17680/1	12/21/2022	134.97	
Total Distribution:				851.11	
Total Public Works:				20,348.89	
Total Water Fund:				20,417.71	
Golf Course					
21-71-75-44-441 Electricity	Golf Course	Golf Course	Cultural and Leisure		
COA UTILITIES	ELECTRIC	104446	12/21/2022	2,480.98	
21-71-75-44-442 Water-Sewer	Golf Course	Golf Course	Cultural and Leisure		
COA UTILITIES	WATER / SEWER	104446	12/21/2022	42.54	
21-71-75-44-443 Refuse	Golf Course	Golf Course	Cultural and Leisure		
COA UTILITIES	REFUSE	104446	12/21/2022	192.16	
21-71-75-44-444 Natural Gas	Golf Course	Golf Course	Cultural and Leisure		
BLACK HILLS ENERGY	GOLF ACCT# 8588264838	149791	12/23/2022	263.78	
21-71-75-44-444 Natural Gas	Golf Course	Golf Course	Cultural and Leisure		
BLACK HILLS ENERGY	19TH HOLE ACCT# 7929125665	149791	12/23/2022	49.31	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
21-71-75-45-556 Parts-Vehicle, Mach, Equip R & R PRODUCTS INC	Golf Course BEARING KITS	Golf Course CD2741400	Cultural and Leisure 12/19/2022	535.85	
21-71-75-45-556 Parts-Vehicle, Mach, Equip R & R PRODUCTS INC	Golf Course SEAL ROLLER	Golf Course CD2738383	Cultural and Leisure 12/07/2022	109.00	
21-71-75-46-627 Special Order Costs MIZUNO USA INC	Golf Course TOURNEY BAGS	Golf Course 7797926 RI	Cultural and Leisure 12/12/2022	842.45	
21-71-75-46-627 Special Order Costs MIZUNO USA INC	Golf Course BAG FILL IN	Golf Course 7797927 RI	Cultural and Leisure 12/12/2022	210.61	
21-71-75-46-627 Special Order Costs ACUSHNET COMPANY	Golf Course SPECIAL ORDER JERAD-PUD	Golf Course 914678379	Cultural and Leisure 12/12/2022	52.71	
21-71-75-46-627 Special Order Costs CALLAWAY GOLF SALES CO	Golf Course SPECIAL ORDER YVONNE CORNIS	Golf Course 935753976	Cultural and Leisure 12/16/2022	148.50	
Total Golf Course:				4,927.89	
Total Cultural and Leisure Services:				4,927.89	
Total Golf Course:				4,927.89	
Airport					
22-41-43-43-373 Contract Custodial Services L & J CLEANING INC	Airport AIRPORT CLEANING	Airport Operations 1605	Airport 12/01/2022	622.30	
22-41-43-44-441 Electricity COA UTILITIES	Airport ELECTRIC	Airport Operations 104446	Airport 12/21/2022	4,069.35	
22-41-43-44-442 Water-Sewer COA UTILITIES	Airport WATER / SEWER	Airport Operations 104446	Airport 12/21/2022	33.79	
22-41-43-44-444 Natural Gas BLACK HILLS ENERGY	Airport AIRPORT ADMIN ACCT# 986221100	Airport Operations 149791	Airport 12/23/2022	40.95	
22-41-43-44-444 Natural Gas BLACK HILLS ENERGY	Airport AIRPORT CTR BLDG ACCT# 692062	Airport Operations 149791	Airport 12/23/2022	388.21	
22-41-43-45-526 Other Supplies DARREN'S CARQUEST AUTO PART	Airport SUPPLIES	Airport Operations 2723-445120	Airport 12/12/2022	129.06	
22-41-43-45-526 Other Supplies DARREN'S CARQUEST AUTO PART	Airport SUPPLIES	Airport Operations 2723-445213	Airport 12/13/2022	32.15	
22-41-43-45-556 Parts-Vehicle, Mach, Equip DARREN'S CARQUEST AUTO PART	Airport PARTS	Airport Operations 2723-445249	Airport 12/14/2022	9.49	
22-41-43-45-556 Parts-Vehicle, Mach, Equip DARREN'S CARQUEST AUTO PART	Airport PARTS	Airport Operations 2723-445213	Airport 12/13/2022	35.72	
22-41-43-45-561 Bldg Maintenance Material BERNIES ACE HARDWARE	Airport BUILDING MAINTENANCE	Airport Operations 271082	Airport 12/21/2022	4.59	
Total Airport Operations:				5,365.61	
Total Airport:				5,365.61	
Total Airport:				5,365.61	
Public Transit Fund					
23-72-71-45-511 Office Supplies FIRSTBANK CARD	Public Transit Fund LAPTOP, CHARGING STATION & SU	Transit - Administration POHLMAN 12/	Public Works 12/05/2022	653.86	12/21/2022
23-72-71-45-526 Other Nonoperating Sup/Expense IDEAL LINEN INC	Public Transit Fund TOWELS	Transit - Administration 11150601	Public Works 12/12/2022	48.88	
Total Transit - Administration:				702.74	
Total Public Works:				702.74	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
Total Public Transit Fund:				702.74	
Street Fund					
24-41-41-44-441 Electricity	Street Fund	Streets	Public Works		
COA UTILITIES	ELECTRIC	104446	12/21/2022	91.81	
24-41-41-45-534 Safety Commodities	Street Fund	Streets	Public Works		
FIRSTBANK CARD	SAFETY UNIFORMS	GRANT 12/22	12/05/2022	1,262.22	12/21/2022
24-41-41-45-534 Safety Commodities	Street Fund	Streets	Public Works		
NE SAFETY & FIRE EQUIPMENT IN	FIRE EXTINGUISHER RECHARGE	35916	12/08/2022	380.00	
24-41-41-45-534 Safety Commodities	Street Fund	Streets	Public Works		
NE SAFETY & FIRE EQUIPMENT IN	FIRE EXTINGUISHER INSPECTION	111084	12/08/2022	110.00	
24-41-41-45-534 Safety Commodities	Street Fund	Streets	Public Works		
PROTEX CENTRAL INC	ALARM MONITORING	131348	03/15/2022	405.00	
24-41-41-45-534 Safety Commodities	Street Fund	Streets	Public Works		
REDMAN'S SHOES	BOOTS - JORDAN	116281/DAVE/	11/15/2022	213.99	
24-41-41-45-543 Small Tools, Equipment	Street Fund	Streets	Public Works		
FARM PLAN	SMALL TOOLS/EQUIP	51080069	12/12/2022	83.88	
24-41-41-45-543 Small Tools, Equipment	Street Fund	Streets	Public Works		
PANHANDLE FAB INC.	SMALL TOOLS/EQUIP	44901	12/06/2022	230.00	
24-41-41-45-556 Parts-Vehicle, Mach, Equip	Street Fund	Streets	Public Works		
KOKE'S AUTO FARM TRUCK INC	PARTS	708266	12/12/2022	16.14	
24-41-41-45-556 Parts-Vehicle, Mach, Equip	Street Fund	Streets	Public Works		
KOKE'S AUTO FARM TRUCK INC	PARTS	708251	12/12/2022	21.84	
24-41-41-45-556 Parts-Vehicle, Mach, Equip	Street Fund	Streets	Public Works		
STURDEVANT'S AUTO PARTS	PARTS	34-686585	11/18/2022	2.76	
24-41-41-45-556 Parts-Vehicle, Mach, Equip	Street Fund	Streets	Public Works		
MURPHY TRACTOR	PARTS	1944495	12/12/2022	200.99	
24-41-41-45-556 Parts-Vehicle, Mach, Equip	Street Fund	Streets	Public Works		
DARREN'S CARQUEST AUTO PART	PARTS	2723-445084	12/12/2022	110.83	
24-41-41-45-563 Cleaning Supplies	Street Fund	Streets	Public Works		
IDEAL LINEN INC	TOWELS	11151585	12/19/2022	48.88	
24-41-41-46-644 Asphalt	Street Fund	Streets	Public Works		
NATIONWIDE CHEMICALS LLC	ASPHALT PATCH	952-05	11/24/2022	332.78	
24-41-41-58-821 Principal Expense	Street Fund	Streets	Public Works		
PLATTE VALLEY BANK	PRINCIPAL - HWY ALLOCATION BO	DEC-22	12/15/2022	195,000.00	12/15/2022
24-41-41-58-831 W & N Interest	Street Fund	Streets	Public Works		
PLATTE VALLEY BANK	INTEREST - HWY ALLOCATION BON	DEC-22	12/15/2022	28,000.00	12/15/2022
Total Streets:				226,511.12	
Total Public Works:				226,511.12	
Total Street Fund:				226,511.12	
Retired Senior Vol Program					
26-71-70-45-511 Office Supplies	Retired Senior Vol P	Retired Senior Vol Program	Cultural and Leisure		
CARTER'S HOME HARDWARE & AP	POSTER BOARD	17283/1	11/22/2022	.59	
Total Retired Senior Vol Program:				.59	
Total Cultural and Leisure Services:				.59	
Total Retired Senior Vol Program:				.59	
Adminstration Internal Service					
51-13-13-42-298 Recognition Program	Adminstration Intern	Personnel	Personnel		
ALLIANCE CHAMBER OF COMMER	CHAMBER BUCKS	17854	12/16/2022	100.00	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
Total Personnel:				100.00	
Total Personnel:				100.00	
51-17-17-43-335 Other Technical Services	Administration Intern MIS		Technology		
SESAC RIGHTS MANAGEMENT INC	MUSIC PERFORMANCE LICENSE	149796	12/14/2022	553.00	
51-17-17-44-451 Telephone Line Expense	Administration Intern MIS		Technology		
CHARTER COMMUNICATIONS	ACCT # 8356 15 100 0175004	017500412152	12/15/2022	15.82	
Total MIS:				568.82	
Total Technology:				568.82	
51-21-21-42-294 Conferences, Cont Education	Administration Intern Accounting		Finance		
FIRSTBANK CARD	REFUND GFOA MEMBERSHIP - C.B	SORENSEN 12	12/05/2022	150.00-	12/20/2022
Total Accounting:				150.00-	
Total Finance:				150.00-	
Total Administration Internal Service:				518.82	
Enterprise Internal Service					
55-21-23-45-541 Office Furniture, Equipment	Enterprise Internal S	Utility Customer Service	Finance		
FIRSTBANK CARD	BLINDS - UTILITY OFFICE	SORENSEN 12	12/05/2022	72.81	12/20/2022
Total Utility Customer Service:				72.81	
55-21-24-45-534 Safety Commodities	Enterprise Internal S	Meter Reading	Finance		
FARM PLAN	SAFETY COMMODITIES	51080012	12/12/2022	10.98	
Total Meter Reading:				10.98	
Total Finance:				83.79	
55-51-56-44-441 Electricity	Enterprise Internal S	Warehouse	Utility Superintendent		
COA UTILITIES	ELECTRIC	104446	12/21/2022	5,168.11	
55-51-56-44-442 Water-Sewer	Enterprise Internal S	Warehouse	Utility Superintendent		
COA UTILITIES	WATER / SEWER	104446	12/21/2022	7.06	
55-51-56-44-443 Refuse	Enterprise Internal S	Warehouse	Utility Superintendent		
COA UTILITIES	REFUSE	104446	12/21/2022	96.08	
55-51-56-45-561 Bldg Maintenance Material	Enterprise Internal S	Warehouse	Utility Superintendent		
DUTTON-LAINSON COMPANY	Adaptors	S30093-1	12/08/2022	74.84	
Total Warehouse:				5,346.09	
Total Utility Superintendent:				5,346.09	
Total Enterprise Internal Service:				5,429.88	
Health Care Internal Service					
57-81-81-42-287 Employee Claims	Health Care Internal	Health Support	Personnel		
REGIONAL CARE, INC.	HEALTH CLAIMS	122322-HC	12/23/2022	72,361.48	12/23/2022
Total Health Support:				72,361.48	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Segment Department Net Invoice Amount	Date Paid
Total Personnel:				72,361.48	
Total Health Care Internal Service:				72,361.48	
Grand Totals:				432,386.88	

Dated: _____

Mayor: _____

City Manager: _____

City Treasurer: _____

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Employee Name

Stefan Yocum

Employee Number

1319

Approved Travel Expenses**MEALS**

DATE	DAY	RESTAURANT AND CITY (Note Individuals)	No.	MEAL	TIP	TOTAL
11/13/2022	1					-
	1					-
	1	Walmart - Grand Island	1	9.02		9.02
11/14/2022	2					-
	2	Chipotle _ Grand Island	1	4.63		4.63
	2	Buffalo Wild Wings_ Grand Island	1	29.54	5.32	34.86
11/15/2022	3					-
	3	Chipotle _ Grand Island	1	4.91		4.91
	3	Olive Garden_ Grand Island	1	14.18	2.10	16.28
11/16/2022	4					-
	4	Chipotle _ Grand Island	1	4.63		4.63
	4	Wasabi Bistro_ Grand Island	1	23.44	3.51	26.95
11/17/2022	5					-
	5	Chipotle _ Grand Island	1	4.63		4.63
	5	Buffalo Wild Wings_ Grand Island	1	29.54	4.43	33.97
11/18/2022	6					-
	6	Chipotle _ Grand Island	1	18.24		18.24
	6					-
	7					-
	7					-
	7					-
Total Meals				142.76	15.36	158.12

18%

LODGING

DATE	DAY	MOTEL/HOTEL - CITY	LODGING	TIP	TOTAL
11/13/2022	1				-
11/14/2022	2				-
11/15/2022	3				-
11/16/2022	4				-
11/17/2022	5				-
11/18/2022	6				-
	7				-
Total Lodging			-	-	-

MILEAGE

DATE	DAY	DESTINATION CITY	MILES	RATE	TOTAL
11/13/2022	1				
11/14/2022	2				
11/15/2022	3				
11/16/2022	4				
11/17/2022	5				
11/18/2022	6				
	7				
Total Mileage			-		-

Revised 6/30/22

Purchasing Card

Employee Name **PAIGE E POHLMAN**

Employee Number **614**

Expense Purpose **PURCHASING CARD**

Daily Meal Limit **\$ -**

Fund **23 Public Transit**

Report Start Date **1/0/1900**

APPROVED TRAVEL EXPENSES (FROM PAGE 2)

Total Meals **-**

Total Lodging **-**

Total Mileage **-**

Alliance
Nebraska

MISCELLANEOUS TRAVEL EXPENSES (AIR FARE, RENTAL CARS, TAXI, GASOLINE, ETC.)

DATE	DAY	DESCRIPTION - CITY	EXPENSE GL ACCOUNT	
Total Miscellaneous Travel				-

OTHER MISCELLANEOUS EXPENSE ITEMS

DATE	DESCRIPTION	EXPENSE GL ACCOUNT	AMOUNT
11/21/2022	AMAZON-CHARGING STATION/CLEANING	23-72-71-45-511	559.98 ✓
11/22/2022	AMAZON-WALL DÉCOR/LAPTOP	23-72-71-45-511	79.14 ✓
11/22/2022	AMAZON-AIR FRESHENERS	23-72-71-45-511	14.74 ✓
Total Miscellaneous			653.86

Travel Advance **-**

Card No. = **324902**

Total Purchasing Card **\$ 653.86**

Comments

--

Employee
Signature

Paige E Pohlman

PAIGE E POHLMAN

Date

12/19/22

Supervisor
Approval

[Signature]

Date

12-19-22

Finance Office Use Only:

Comments

OL

Receipts ☒

Signed

Date

[Signature]
12/19/22

Purchasing Card

Employee Name **ROBERT G SWEDEEN**Employee Number **1190**Expense Purpose **PURCHASING CARD**Daily Meal Limit \$ **-**Fund **08 Water**Report Start Date **1/0/1900**

APPROVED TRAVEL EXPENSES (FROM PAGE 2)

Total Meals **-**Total Lodging **-**Total Mileage **-**

Alliance
Nebraska

MISCELLANEOUS TRAVEL EXPENSES (AIR FARE, RENTAL CARS, TAXI, GASOLINE, ETC.)

DATE	DAY	DESCRIPTION - CITY	EXPENSE GL ACCOUNT	

Total Miscellaneous Travel **-**

OTHER MISCELLANEOUS EXPENSE ITEMS

DATE	DESCRIPTION	EXPENSE GL ACCOUNT	AMOUNT
11/7/2022	USPS MAILING	08-52-52-43-383	38.20
11/14/2022	USPS MAILING	08-52-52-43-383	38.20
11/21/2022	USPS MAILING	08-52-52-43-383	42.60
11/28/2022	USPS MAILING	08-52-52-43-383	46.95

Total Miscellaneous **165.95**Travel Advance **-**Card No. = **973765**Total Purchasing Card **\$ 165.95**

Comments

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Employee
Signature

ROBERT G SWEDEEN

Date

12-19-22Supervisor
Approval

Date

12-19-22

Finance Office Use Only:

Comments

OKReceipts ☒

Signed

Date


12/20/22

Purchasing Card

Employee Name **Tarrah S Johnson**Employee Number **608**Expense Purpose **0**Daily Meal Limit \$ **-**Fund **01 General**Report Start Date **11/9/2022**

APPROVED TRAVEL EXPENSES (FROM PAGE 2)

Total Meals **-**Total Lodging **411.25**Total Mileage **-****Alliance**
Nebraska**01-11-11-42-294**

MISCELLANEOUS TRAVEL EXPENSES (AIR FARE, RENTAL CARS, TAXI, GASOLINE, ETC.)

DATE	DAY	DESCRIPTION - CITY	EXPENSE GL ACCOUNT

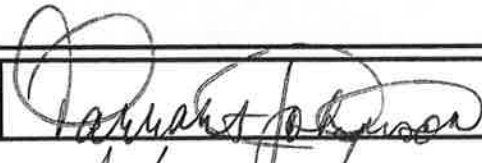
Total Miscellaneous Travel **-**

OTHER MISCELLANEOUS EXPENSE ITEMS

DATE	DESCRIPTION	EXPENSE GL ACCOUNT	AMOUNT
11/4/2022	Straighttalk Services	01-11-11-45-512	30.00
11/15/2022	Stephs Studio	01-10-10-45-511	78.14

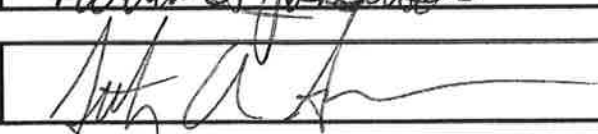
Total Miscellaneous **108.14**Travel Advance **-**Card No. = **5290**Total Purchasing Card **\$ 519.39**

Comments

Employee
Signature

Tarrah S Johnson

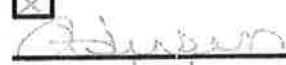
Date

12/21/22Supervisor
Approval

Date

12/20/22

Finance Office Use Only:

Comments **OK**Receipts ☒Signed Date **12/20/22**

Employee Name

Tarah S Johnson

Employee Number

608

Approved Travel Expenses

MEALS						
DATE	DAY	RESTAURANT AND CITY (Note Individuals)	No.	MEAL	TIP	TOTAL
11/9/2022	1					-
	1					-
	1					-
11/10/2022	2					-
	2					-
	2					-
11/11/2022	3					-
	3					-
	3					-
11/12/2022	4					-
	4					-
	4					-
11/13/2022	5					-
	5					-
	5					-
11/14/2022	6					-
	6					-
	6					-
11/15/2022	7					-
	7					-
	7					-
Total Meals				-	-	-

LODGING					
DATE	DAY	MOTEL/HOTEL - CITY	LODGING	TIP	TOTAL
11/9/2022	1	Marriott Hotel-Omaha, NE	411.25		411.25
11/10/2022	2				-
11/11/2022	3				-
11/12/2022	4				-
11/13/2022	5				-
11/14/2022	6				-
11/15/2022	7				-
Total Lodging			411.25	-	411.25

MILEAGE					
DATE	DAY	DESTINATION CITY	MILES	RATE	TOTAL
11/9/2022	1				
11/10/2022	2				
11/11/2022	3				
11/12/2022	4				
11/13/2022	5				
11/14/2022	6				
11/15/2022	7				
Total Mileage			-		-

0		
Employee Name	ROSS GRANT	Employee Number
Expense Purpose	PURCHASING CARD	Daily Meal Limit
Fund	24 Streets	Report Start Date

APPROVED TRAVEL EXPENSES (FROM PAGE 2)		
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MISCELLANEOUS TRAVEL EXPENSES (AIR FARE, RENTAL CARS, TAXI, GASOLINE, ETC.)

Total Miscellaneous Travel	-
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OTHER MISCELLANEOUS EXPENSE ITEMS	
1. Description of Expense	Amount
2. Amount	
3. Amount	
4. Amount	
5. Amount	
6. Amount	
7. Amount	
8. Amount	
9. Amount	
10. Amount	
11. Amount	
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99. Amount	
100. Amount	

Total Miscellaneous	2,269.90
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Travel Advance

Total	\$ 2,269.90
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Date 12/19/22

ROSS GRANT

Date 12/20/22

Comments (b)

☒

2014.02.24

12/20/22

0

Employee Name **ROSS GRANT**

Expense Purpose **PURCHASING CARD**

Fund **24 Streets**

Employee Number **330**

Daily Meal Limit \$ **-**

Report Start Date **1/0/1900**

APPROVED TRAVEL EXPENSES (FROM PAGE 2)

Alliance
Nebraska

Total Meals **-**Total Lodging **-**Total Mileage **-**

MISCELLANEOUS TRAVEL EXPENSES (AIR FARE, RENTAL CARS, TAXI, GASOLINE, ETC.)

DATE	DAY	DESCRIPTION - CITY	EXPENSE GL ACCOUNT	

Total Miscellaneous Travel **-**

OTHER MISCELLANEOUS EXPENSE ITEMS

DATE	DESCRIPTION	EXPENSE GL ACCOUNT	AMOUNT
12/4/2022	UPS-SHIPPING WATER DEPT ITEMS	07-52-58-44-436	358.20
12/4/2022	UPS-SHIPPING WATER DEPT ITEMS	07-52-58-44-436	372.63
12/4/2022	UPS-SHIPPING WATER DEPT ITEMS	07-52-58-44-436	8.19
12/4/2022	UPS-SHIPPING WATER DEPT ITEMS	07-52-58-44-436	18.76

Total Miscellaneous **757.78**Travel Advance **-**

Card No. = N/A

Total \$ **757.78**

Comments

--	--

Employee
Signature

Date

ROSS GRANT

Supervisor
Approval

Date

Finance Office Use Only:

Comments

Receipts ☐

Signed

Date

Purchasing Card

Employee Name Kirby Bridge
Expense Purpose Purchasing Card
Fund 05 Electric

Employee Number 120
Daily Meal Limit \$ -
Report Start Date 11/16/2022

APPROVED TRAVEL EXPENSES (FROM PAGE 2)

Alliance
Nebraska

05-51-50-42-294

Total Meals 24.46

05-51-50-42-294

Total Lodging 140.68

Total Mileage -

MISCELLANEOUS TRAVEL EXPENSES (AIR FARE, RENTAL CARS, TAXI, GASOLINE, ETC.)

DATE	DAY	DESCRIPTION - CITY	EXPENSE GL ACCOUNT

Total Miscellaneous Travel -

OTHER MISCELLANEOUS EXPENSE ITEMS

DATE	DESCRIPTION	EXPENSE GL ACCOUNT	AMOUNT
11/21/2022	Farwest Line Specialties, LLC - Ripley Bushings for Ws5	05-51-53-45-544	153.00

Total Miscellaneous 153.00

Travel Advance -

Card No. = 871057

Total Purchasing Card \$ 318.14

Comments

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Employee Signature Kirby Bridge

Date 12-12-22

Supervisor Approval [Signature]

Date 12/15/22

Finance Office Use Only:

Comments DL

Receipts ☒

Signed [Signature]

Date 12/15/22

Employee Name Kirby Bridge

Employee Number 120

Approved Travel Expenses

MEALS						
DATE	DAY	RESTAURANT AND CITY (Note Individuals)	No.	MEAL	TIP	TOTAL
11/16/2022	1	Angus Burgers&Shakes - Kirby B. Kearney NE		20.46	4.00	24.46
	1					-
	1					-
	2					-
	2					-
	2					-
	3					-
	3					-
	3					-
	4					-
	4					-
	4					-
	5					-
	5					-
	5					-
	6					-
	6					-
	6					-
	7					-
	7					-
	7					-
Total Meals				20.46	4.00	24.46

20%

#

LODGING					
DATE	DAY	MOTEL/HOTEL - CITY	LODGING	TIP	TOTAL
11/16/2022	1	Crowne Plaza - Kearney NE - Kirby	140.68		140.68
	2				-
	3				-
	4				-
	5				-
	6				-
	7				-
Total Lodging			140.68	-	140.68

MILEAGE					
DATE	DAY	DESTINATION CITY	MILES	RATE	TOTAL
11/16/2022	1				
	2				
	3				
	4				
	5				
	6				
	7				
Total Mileage			-		-

Revised 6/30/22

Narrative

January 3, 2023

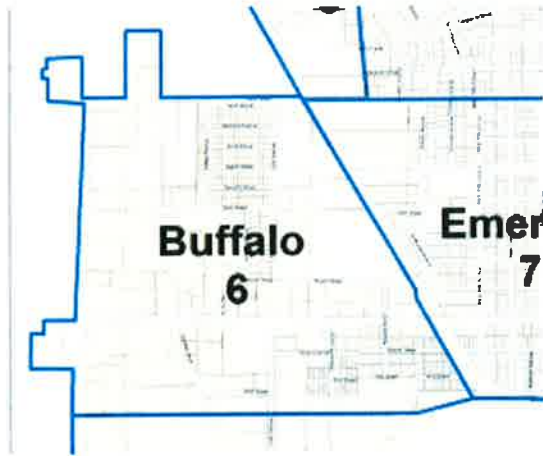


RESOLUTION – DONATION ARMOR TESTUDO GEN 2 LEVEL III VEST

The Alliance Police Department participates in the National Faith and Blue partnership which occurs annually in October (<https://faithandblue.org/>). This program enhances relationships with officers and the faith community.



FAITH & BLUE



All patrol officers in the city of Alliance are assigned a beat <https://www.cityofalliance.net/430/APD-Community-Partnership-Program-Initia>. Within their patrol beat they host quarterly meetings to interact with the community. These beat meetings gather feedback and educate the community as well as the police department. As part of the fourth quarter beat meeting, officers are encouraged to reach out to the faith leaders in their beat and attend a service in whatever capacity the faith institution desires. Sometimes it is for prayer and other times to receive applause for their service to the community.

Officer McGlaughlin is assigned Beat 6 which is the Buffalo Beat. The Alliance Evangelical Free church (<http://www.efcalliance.com/>) is within this beat. Art Lorensen, a member of the church asked officer McGlaughlin if they could purchase shields for the police department. Officer McGlaughlin advised the police department has 4 new shields but could use plate carrier vests. Mr. Lorensen stated the church was going to donate a vest.

On November 22, 2022 Mr. Lorensen met with the chief advising they had purchased a vest to donate to the department. He advised the vest has a value of approximately \$350. The vest would be useful for high risk entry situations with ratings to stop rifle rounds. The department has plans in the 2023 strategic plan to start outfitting officers with this type of vest for active shooter situations and this vest would compliment this.



The vest is valuable in extreme circumstances for officers to wear when a person is armed with a rifle. They are not for everyday use or wear. They are to be worn over the existing uniform and vest to provide the additional stopping power.

The proposed resolution would authorize the donation of One (1) AR500 Armor Testudo Gen 2 Level III Vest.

RECOMMENDATION: APPROVE RESOLUTION AUTHORIZING DONATION OF AR500 ARMOR TESTUDO GEN 2 LEVEL III VEST WITH A VALUE OF APPROXIMATELY \$350.

RESOLUTION NO. 23-01

WHEREAS, The City of Alliance provides law enforcement services for the citizens of Alliance; and

WHEREAS, The Alliance Evangelical Free church would like to donate one (1) AR500 Armor Testudo Gen 2 Level III Vest to the Alliance Police Department; and

WHEREAS, The vest would be beneficial for high risk entry situations; and

WHEREAS, The City Council believes it is in the best interest of the City of Alliance to accept donation from The Alliance Evangelical Free church.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Alliance, Nebraska, that the donation of one (1) AR500 Armor Testudo Gen 2 Level III Vest to the Alliance Police Department be accepted on behalf of the Alliance citizens.

PASSED AND APPROVED this 3rd day of January, 2023.

Mike Dafney, Mayor

(SEAL)

Attest: _____
Tarah S. Johnson, City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Office, Legal Counsel

Narrative

January 3, 2023



RESOLUTION – NEBRASKA EDA TOURISM GRANT FOR CARHENGE TRAIL SYSTEM AND LIGHTING

Carhenge is a large tourist attraction for the City of Alliance, bringing in over 100,000 visitors annually. It is important to continue to make needed improvements to Carhenge to continue to attract visitors.

Nebraska Department of Economic Development has opened a grant application for EDA Tourism which would grant the City up to \$3,074,000.00 in funding to make much needed improvements to Carhenge on a reimbursement basis. There is no match required for this grant.

Recommended improvements with estimated cost are as follows:

1. Pave trail around Carhenge. 24,270 feet of trail. Estimated cost = \$250,000.00.
2. ADA Compliance. Estimated cost = \$25,000.00
3. Install lighting (ability to change colors per season). Estimated cost = \$25,000.00.
4. Install a digital sign to promote local businesses with the ability to update frequently. Estimated cost = \$50,000.00.

Total estimated cost of recommended improvements = \$350,000.00

Paving the trail around Carhenge will not only allow handicapped visitors to fully enjoy one of our largest tourist attractions, but also improve the appearance of Carhenge. The installation of lighting will extend the hours that tourists can visit, while allowing Carhenge to be included in events that it is currently excluded from (example: Visit Nebraska's Travel and Tourism Week). The installation of a digital sign at Carhenge will provide advertising opportunities to our local businesses, persuading our visitors to come into Alliance while also allowing frequent updates, whereas our current sign system lacks the ability to update without changing the entire sign.

RECOMMENDATION: APPROVE THE RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT.

The City Manager recommends the approval to submit this grant application for the total amount of \$350,000 to make these valuable improvements.

RESOLUTION NO. 23-02

WHEREAS, The City of Alliance has an opportunity to apply for grant funding from the Nebraska Department of Economic Development to assist with tourism promotions, events, and attractions; and

WHEREAS, The grant application is requesting up to \$350,000 for improvements to the trail system at Carhenge; and

WHEREAS, If awarded, there is no local match requirement in the grant stipulations; and

WHEREAS, The Alliance City Council finds it in the best interest of the citizens of Alliance to apply for grant funding from the Nebraska Department of Economic Development.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Alliance, Nebraska, authorizes the submittal of a grant application with the Nebraska Department of Economic Development for the purposes to make improvements to the trail system at Carhenge.

BE IT FURTHER RESOLVED, The Mayor is authorized to accept and execute all documents associated with this grant if approved.

PASSED AND APPROVED this 3rd day of January, 2023.

Mike Dafney, Mayor

(SEAL)

Attest: _____
Tarrah S. Johnson, City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Office, Legal Counsel

RESOLUTION NO. 23-03

WHEREAS, The City of Alliance owns and operates the Electric System; and

WHEREAS, As a result of a private party accident on October 24, 2022 primary feeder wires were extensively damaged resulting in the need of complete replacement; and

WHEREAS, Border States Electric Supply were the only successful vendor to acquire the replacement wire; and

WHEREAS, The City secured the wire with a total cost of Thirty-seven Thousand Seven Hundred Six Dollars and 26/100ths (\$37,706.26); and

WHEREAS, Adequate funds were available for this purchase.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Alliance, Nebraska, that the purchase of replacement feeder wire from Border States Electric Supply in the amount of Thirty-seven Thousand Seven Hundred Six Dollars and 26/100ths (\$37,706.26) is hereby approved.

BE IT FURTHER RESOLVED, The City will be reimbursed for all costs incurred from the damages through the responsible individual's insurance carrier.

PASSED AND APPROVED this 3rd day of January, 2023.

Mike Dafney, Mayor

(SEAL)

Attest: _____
Tarah S. Johnson, City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Office, Legal Counsel

RESOLUTION NO. 23-04

WHEREAS, The City has determined that streets in the City of Alliance should be improved by overlaying the roads with asphalt; and

WHEREAS, City engineer, M.C. Schaff & Associates have worked with staff and determined the projects for the 2023 Pavement Rehabilitation Projects; and

WHEREAS, An Engineering Services Agreement with M.C. Schaff & Associates is required to move forward with these projects; and

WHEREAS, M.C. Schaff & Associates, Inc. has submitted a proposal in the amount of One Hundred Fifty-one Thousand Nine Hundred Thirty-four and 25/100ths (\$151,934.25) to provide the necessary engineering services to include civil design, surveying, bidding services, construction oversight, and closeout services.

WHEREAS, Alliance City Council finds it in the best interest of the City to enter into an Engineering Services Agreement with M.C. Schaff & Associates for the 2023 Pavement Rehabilitation Projects.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of Alliance, Nebraska, that the Mayor is authorized to sign the engineering agreement with M.C. Schaff & Associates in the amount of One Hundred Fifty-one Thousand Nine Hundred Thirty-four and 25/100ths (\$151,934.25).

PASSED AND APPROVED this 3rd day of January, 2023.

Mike Dafney, Mayor

(SEAL)

Attest: _____
Tarah S. Johnson, City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Office, Legal Counsel



PROPOSAL/A&E SERVICE CONTRACT

TO: City of Alliance
320 Laramie Avenue
Alliance, NE 69301

Date: December 12, 2022

RE: 2023 City of Alliance Pavement Rehabilitation Project
Professional Engineering Services

Honorable Mayor and Council Members:

Thank you for the opportunity to provide a Surveying Services Proposal for the above referenced project.
The project scope shall be as follows:

2023 Alliance Rehabilitation Project		
<i>Project No.</i>	<i>Description</i>	<i>Location</i>
	Park Knoll Drive	Box Butte to Sweetwater
	12 th Street	Box Butte to Sweetwater
	14 th Street	Cheyenne to Sweetwater
	Box Butte Avenue	14 th Street to 25 th Street
	Hammond Lane	Buchfink to 14 th Street
	Grove Avenue	14 th Street to 16 th Street
	14 th Street	Buchfink West to Dead End
	16 th Street	Buchfink West to Dead End

Rehabilitation operations anticipated on these areas will be cold milling existing pavement, installation of a new bituminous overlay on the milled surface, utility structure adjustments and minor repairs to curb, gutter, radii, walk, and drives.

The services in this proposal include Surveying Services.

Civil Design services include the following:

- Confer with City Staff of project scope and limits
- Conduct field surveys of existing conditions, topography, elevations, and utilities
- Coring of existing pavement conditions
- Prepare detailed plans, specifications, and contract documents with NE Civil Engineer Stamped Seal affixed for Schedule 1

- Prepare detailed plans, specifications, and contract documents with NE Civil Engineer Stamped Seal affixed for Schedule 2
- Submittal and review of project documents with City Staff and City Council for acceptance

Bidding Services include the following:

- Provide sufficient copies of approved project documents for Schedule 1 and Schedule 2 bidding documents, including construction contracts and ancillary agreements for contractor
- Conduct one preconstruction conference at the project site for Schedule 1
- Conduct one preconstruction conference at the project site for Schedule 2
- Answer questions raised during the bidding process from Owner or contractors
- Issue all Addenda as required
- Attend bid opening, tabulate bids, evaluate bidder's information, and analyze bid results
- Prepare and present a written recommendation of award to the City Council

Construction Oversight Services include the following:

- Participate in a preconstruction conference and submit a report of conference discussions for Schedule 1
- Participate in a preconstruction conference and submit a report of conference discussions for Schedule 2
- Provide field survey and staking as required by the contract specifications
- Provide final field survey of "as-built" conditions and comparison with specified survey limits
- Provide full time "On-Site" construction observation of construction activities, including demolition activities
- Material testing of all concrete, aggregate, and asphalt material in accordance with the contract specifications. Copies given to the Owner and Contractor
- Review and approval of all shop and erection drawings and all material data submitted by construction contractors for compliance with plans and specifications
- If needed prepare and negotiate contract modifications, change orders, and supplemental agreements
- Determine amounts owed to construction contractors and preparation of monthly construction progress pay estimates

Close-Out Services include the following:

- Arrange and conduct final inspections
- Submit final pay estimates and project cost breakdown to City staff
- Approve final payments
- Issue Notice of Final Completion and Acceptance
- Prepare and submit to the Owner "As-Built" record drawings, operational/maintenance manuals, and final closeout documents in accordance with the plans and specifications

Specifications will be in accordance with the *Engineers Joint Contract Documents Committee*.

The services in this agreement shall be limited to the areas noted in the project scope above.

All work and services performed shall be provided and completed in a good and workmanlike manner, and shall be of a standard expected of same or similar professionals in a same or similar community.

The following is the cost break down for Engineering Services.

Civil Scope:

Civil Design Services	\$62,712.00
Bidding Services	\$4,640.25
Construction Oversight Services (Based Upon 50 Working Days)	\$80,703.00
Close-Out Services	\$3,979.00
TOTAL	\$151,934.25

The total cost for all schedules is **\$151,634.25.00**. All invoicing will be based upon the following hourly rates and actual services provided.

CAD Draftsman	\$82/hour
GIS Technician	\$97/hour
I-Man Survey Crew with Equipment	\$125/hour
Design Engineer.....	\$137/hour
Principal Engineer.....	\$192/hour

STANDARD PROVISIONS OF AGREEMENT BETWEEN CLIENT AND CONSULTANT

1. Reimbursable Costs: Costs of copies of drawings, CAD plots of drawings, xerography, photographic reproduction of drawings; courier and shipping costs shall be reimbursed to MCS at cost + 15% and is not included in the Fee for Professional Services.
2. Fees for Professional Services and Reimbursable Costs shall be billed bi-weekly.
3. Accounts are due upon receipt of invoice.
4. Extra Services: Any services requested by the client which are not outlined in this proposal are to be considered Extra Services. Extra Services shall be billed on a per hour basis, at the rate of \$170.00 per hour. No Extra Services will be considered without written authorization from the client.
5. This Agreement contemplates a "work for hire" relationship, and all drawings, specifications, plans, contract documents, and project documents produced by the Consultant for this Project shall be and shall remain the property of the Client.
6. If the Consultant is authorized to commence and/or continue to provide its services on the project, either verbally or in writing, prior to the full execution of a written contract, such authorization shall be deemed an acceptance of this proposal, and all such services shall be provided and compensated in accordance with the terms and conditions herein as though this proposal were fully executed by the Client.

7. The Client agrees, in accordance with generally accepted professional liability insurance policy requirements, that should Client elect to omit Construction Observation Services from the Consultant's contract, the Client will defend, indemnify and hold harmless the Consultant from any and all liability, real or alleged in connection with the performance of work on this project, except liability arising from the sole negligence of the Consultant.
8. The Consultant agrees to obtain, maintain, and keep in full force and effect during the duration of this Agreement a commercial general liability insurance policy and a professional liability insurance policy, each with limits not less than \$1,000,000 in the aggregate. The Consultant agreed to obtain, maintain, and keep in full force and effect at all times that work and services are provided under this Agreement a worker's compensation insurance policy of limits meeting the statutory minimum limits.
9. The Consultant makes no representations concerning soil conditions and is not responsible for any liability that may arise out of the making or failure to make soil surveys, or sub-surface soils tests or general soils testing.
10. These contract Provisions and the accompanying Proposal constitute the full and complete Agreement between the Parties and may be changed, amended, added to, superseded, or waived only if both parties specially agree in writing to such amendment of the Agreement. In the event of any inconsistency between these Contract Provisions and any proposal, contract, purchase order, requisition, notice to proceed, or like document, these Contract Provisions shall govern.
11. RIGHT OF ENTRY – When entry to property is required for the CONSULTANT to perform its services, the Client agrees to obtain legal right-of-entry on the property.
12. The Client and Architect/Engineer agree to submit all claims and disputes arising out of this Agreement to non-binding mediation prior to the initiation of legal proceedings, provided that mediation must occur within 60 days of a written request for mediation by either party, and if not so completed the parties may imitate legal proceeds at their discretion. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.



Building the Best Hometown in America ®

PROCLAMATION

WHEREAS, The week of January 29, 2023 to February 4, 2023 is National Catholic Schools Week; and,

WHEREAS, The theme of which is “Catholic Schools: Faith. Excellence, Service; and,

WHEREAS, St. Agnes Academy has been part of Alliance, Nebraska since September 1908 and St. Agnes Academy has helped to make our town a loving community; and,

WHEREAS, St. Agnes Academy prepares its’ students not only with fine academic training, but also with spiritual values that will make them good citizens able to contribute their community and become the leaders of the future.

NOW, THEREFORE, The Alliance City Council, hereby recognizes January 29 – February 4, 2023 as:

CATHOLIC SCHOOLS WEEK

In Alliance, Nebraska, and urge all citizens to recognize Catholic schools for their commitment to excellence in quality education.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Alliance to be affixed on this 3rd day of January in the year of the Lord Two Thousand Twenty-three.



Mike Dafney, Mayor



Building the Best Hometown in America®
City of Alliance ~ P.O. Box D ~ Alliance, NE 69301 ~ 308-762-5400
www.CityOfAlliance.net



Narrative

January 3, 2023



RESOLUTION – REDEVELOPMENT CONTRACT 385 APARTMENTS, LLC

City Council approved the Redevelopment Plan for the Alliance Heartland Flats Mall and Apartments at their August 16, 2022 meeting. As discussed when the Redevelopment Plan was presented to Council for 385 Apartments, LLC desired additional economic development revenue from an “enhanced employment area” under the Nebraska community development laws. Council adopted Ordinance No. 2950 at their December 20, 2022 meeting, officially adopting the enhanced employment area and the additional 2% occupation tax.

Now Council has before them the Redevelopment Contract with 385 Apartments, LLC and the Community Redevelopment Authority (CRA). This Contract implements the Heartland Flats Mall and Apartments Redevelopment Project and governs the Redeveloper’s, City’s, and CRA’s respective responsibilities regarding the project, the TIF Bond, and Enhanced Employment Area (EEA) Occupation Tax Revenue Bond. After the Council’s approval, the CRA will consider this Contract for approval at their January 5, 2023 meeting and will authorize the TIF Bond and EEA Bond.

RECOMMENDATION: APPROVE RESOLUTION APPROVING THE REDEVELOPMENT CONTRACT WITH 385 APARTMENTS, LLC AND THE COMMUNITY REDEVELOPMENT AUTHORITY.

RESOLUTION NO. 23-05

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

Recitals:

a. A Redevelopment Plan for the *Alliance Heartland Flats Mall and Apartments Project* by 385 Apartments, LLC (the "Redevelopment Plan") has been submitted to the Alliance Community Redevelopment Authority ("Authority") according to the Community Development Law, NEB. REV. STAT. § 18-2101 *et seq.* The Redevelopment Plan proposes to redevelop an area of the City which the City Council has declared to be blighted and substandard and in need of redevelopment.

b. The area to be redeveloped under the Redevelopment Plan is described as Lot 4A, a Replat of Lots 1, 2, and 3 Holsten Addition, a Replat of Block 10 Syndicate Addition, to the City of Alliance, in the SW¼ of Section 35, Township 25 North, Range 48 West of the 6th P.M., Box Butte County, Nebraska. This Redevelopment Plan includes a request for tax increment financing from the division of taxes on the Redevelopment Area. This Redevelopment Plan also provides for the designation of an Enhanced Employment Area for purposes of establishing an occupation tax on taxable sales in the following area: Lots 1A, 2A, 3A, and 4A, a Replat of Lots 1, 2, and 3 Holsten Addition, a Replat of Block 10 Syndicate Addition, to the City of Alliance, in the SW¼ of Section 35, Township 25 North, Range 48 West of the 6th P.M., Box Butte County, Nebraska.

c. The Redevelopment Plan has been reviewed by the Planning Commission, which found that the Redevelopment Plan conforms to the 2009 Alliance Comprehensive & Long Range Transportation Plan. The Planning Commission recommended approval of the Redevelopment Plan to the Authority and City Council.

d. The Authority and City Council have both approved and adopted the Redevelopment Plan.

e. The City Council adopted Occupation Tax Ordinance No. 2950, on December 20, 2022.

f. The City Council desires to enter into a Redevelopment Contract (the "Contract") with the Authority and 385 Apartments, LLC (the "Redeveloper"), under which the Authority will provide tax increment financing and an enhanced employment area occupation tax revenue bond to the Redeveloper to assist with the implementation of the Redevelopment Plan.

Resolved:

1. The Contract between the City, Authority, and Redeveloper as presented is approved. The Mayor and City Clerk are authorized to sign the Contract on behalf of the City. The Mayor, upon consultation with the City Manager and City Attorney, may make changes and amendments to the Contract and take all actions and execute all documents which the Mayor deems in the best interest of the City in connection with the Redevelopment Plan.

2. The Mayor and Clerk are authorized and directed to execute such documents and take such further actions as are necessary to carry out the purposes and intent of this Resolution and the Redevelopment Plan.

3. This Resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED this 3rd day of January, 2023.

(SEAL)

Mike Dafney, Mayor

Attest: _____
Tarah S. Johnson, City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Office, Legal Counsel

**REDEVELOPMENT CONTRACT
(Heartland Flats Mall and Apartment Project)**

This Redevelopment Contract is made and entered into as of the _____ day of January, 2023, by and between the Community Redevelopment Authority of the City of Alliance, Nebraska ("Authority"), the City of Alliance, Nebraska, a Nebraska municipality of the first class ("City"), and 385 Apartments, LLC, a Nebraska limited liability company ("Redeveloper").

WITNESSETH:

WHEREAS, the City in furtherance of the purposes and pursuant to the provisions of Section 12 of Article VIII of the Nebraska Constitution and Sections 18-2101 through 18-2155, Reissue Revised Statutes of Nebraska, as amended (collectively the "Act"), has designated an area within the City as blighted and substandard;

WHEREAS, the Authority has adopted, after approval by the Mayor and Council of the City, that redevelopment plan entitled "CITY OF ALLIANCE REDEVELOPMENT PLAN FOR THE HEARTLAND FLATS MALL AND APARTMENT PROJECT INCLUDING: (1) A REQUEST FOR TAX INCREMENT FINANCING; (2) DESIGNATION OF THE REDEVELOPMENT PROJECT SITE AS AN ENHANCED EMPLOYMENT AREA; (3) IMPOSITION OF A 2.0% PERCENT OCCUPATION TAX ON TAXABLE SALES; AND (4) ISSUANCE OF AN OCCUPATION TAX BOND (the "Redevelopment Plan");

WHEREAS, Authority, City and Redeveloper desire to enter into this Redevelopment Contract in order to implement the Redevelopment Plan and provide for the redevelopment of lots and lands located in a blighted and substandard area and enhanced employment area; and

WHEREAS, this Redevelopment Contract is entered into by the Authority and City to provide financing for an approved redevelopment project.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, Authority, City and Redeveloper do hereby covenant, agree and bind themselves as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.01 Terms Defined in this Redevelopment Contract.

Unless the context otherwise requires, the following terms shall have the following meanings for all purposes of this Redevelopment Contract, such definitions to be equally applicable to both the singular and plural forms and masculine, feminine and neuter gender of any of the terms defined:

"Act" means Section 12 of Article VIII of the Nebraska Constitution, Sections 18-2101 through 18-2155, Reissue Revised Statutes of Nebraska, as amended, and acts amendatory thereof and supplemental thereto.

"Authority" means the Community Redevelopment Authority of the City of Alliance, Nebraska.

"City" means the City of Alliance, Nebraska.

"Governing Body" means the Mayor and City Council of the City.

"Holder(s)" means the registered owner or owners of TIF Indebtedness and the registered owner or owners of the Enhanced Employment Act Indebtedness issued by the Authority from time to time outstanding.

"Enhanced Employment Act" shall mean Nebraska Legislative Bill 562, 100th Legislature, effective date September 1, 2007, known as the "Enhanced Employment Area Occupation Tax," amending Sections 18-2101, 18-2103, 18-2107, 18-2111, 18-2116, 18-2119, and 18-2130 of the Nebraska Revised Statutes and set forth in the Community Development Law, as may be amended from time to time to include §§18-2142.02, 18-2142.03 and 18-2142.04 of the Act.

"Enhanced Employment Act Area" referred to in Section 18-2142.02 of the Nebraska Revised Statutes and shall mean the Enhanced Employment Act Area as shown on Exhibit A.

"Enhanced Employment Act Indebtedness" shall mean the occupation tax revenue bonds, refunding bonds, notes, interim certificates, debentures, anticipation notes, and other indebtedness or obligations issued under the terms of this Agreement, the Bond Resolution, and the Occupation Tax Ordinance. The Enhanced Employment Act Indebtedness as initially issued by the Authority shall consist of the Authority's Occupation Tax Revenue Bond (Heartland Flats Mall and Apartment Project), Series 2022, to be issued in an amount not to exceed \$1,114,100.00 in substantially the form set forth on Exhibit D, attached hereto and incorporated herein by this reference, ("Occupation Tax Revenue Bond"), and purchased by the Redeveloper as set forth in Section 4.03 of this Redevelopment Contract.

"Enhanced Employment Act Period" shall mean the lesser of (i) the time period necessary for the occupation taxes levied on the Enhanced Employment Act Area to pay off any outstanding Enhanced Employment Act Indebtedness which have been issued stating such occupation tax as an available source for payment or (ii) twenty (20) years after the effective date imposition of the occupation tax in the Occupation Tax Ordinance adopted by the City.

"Enhanced Employment Act Proceeds" shall mean any net proceeds from the issuance of the Enhanced Employment Act Indebtedness.

"Enhanced Employment Act Project" means the improvements to the Enhanced Employment Act Area, as further described in Exhibit A and, as used herein, shall include additions and improvements thereto. The Enhanced Employment Act Project shall include all eligible costs and expenses as set forth on Exhibit F, attached hereto and incorporated herein by this reference.

"Enhanced Employment Act Project Costs" means only costs or expenses incurred by Redeveloper in the Enhanced Employment Act Area as set forth on Exhibit A for the purposes set forth in Section 18-2142.04 (1) (a) or Section 18-2103(28) (a) through (f), inclusive, of the Nebraska Revised Statutes, including providing for such costs by the exercise of the powers set forth in §18-2107(4) of the Act, all as identified on Exhibit F attached hereto and incorporated herein by this reference.

"Enhanced Employment Act Project Cost Certification" means a statement prepared and signed by an authorized representative of the Redeveloper verifying the Redeveloper has become legally obligated for the payment of Enhanced Employment Act Project Costs identified on Exhibit F.

"Enhanced Employment Act Tax Revenues" shall mean the occupation tax revenues generated and collected under the occupation tax authorized by the Bond Resolution and the Occupation Tax Ordinance.

"Issuance Costs" shall mean: (1) costs and expenses of the City and Authority attributable to the Authority's and City's benefit and for the public purpose to issue the indebtedness, pledges, bonds and notes described in this Agreement of the TIF Indebtedness and Enhanced Employment Act Indebtedness, including but not limited to, redeveloper counsel fees, special authority attorney fees, fiscal advisory fees, placement fees, legal opinions and advice, and business memorandums, analysis, and advice given to the City and Authority and incurred before or after the Redevelopment Contract date in order to fund the Enhanced Employment Act Project and the TIF Project; and (2) the costs the City incurs (on an annual or prorated year) to collect, process and administer the Enhanced Employment Act Revenues and Proceeds and TIF Revenues and proceeds, and related bond funds pursuant to the requirements of the Act, including labor costs, equipment, software, promulgated regulations, City and State of Nebraska Department of Revenue accounting, procedures, reports, audits, review and accountability and reporting measures.

"Liquidated Damages Amount" means the amounts to be repaid to Authority by Redeveloper pursuant to Section 7.02 of this Redevelopment Contract.

"Lot" or "Lots" shall mean the separately platted and subdivided lots within the Redevelopment Project Area established pursuant to an approved and filed subdivision plat in accordance with the ordinances and regulations of the City.

"Master Project" shall mean the TIF Project and Enhanced Employment Act Project.

"Occupation Tax Ordinance" shall mean the City of Alliance Ordinance No. 2950, passed December 20, 2022, as amended, and related ordinances authorizing the levy, collection and enforcement of the occupation tax imposed pursuant to the Enhanced Employment Act.

"Redeveloper" means 385 Apartments, LLC, a Nebraska limited liability company.

"Redevelopment Project Area" means that certain real property situated in the City of Alliance, Box Butte County, Nebraska which has been declared blighted and substandard by the City pursuant to the Act, and which is more particularly described on Exhibit A attached hereto and incorporated herein by this reference. All such legal descriptions are subject to change based upon any re-platting requested by the Redeveloper and approved by the City.

"Redevelopment Project Property" means all of the Redevelopment Project Area which is the site for the improvements constituting the TIF Project, as more particularly described on Exhibit A.

"Redevelopment Contract" means this redevelopment contract between the City, Authority and Redeveloper with respect to the TIF Project and the Enhanced Employment Act Project, as the same may be amended from time to time, including, without limitation, by Redevelopment Contract Amendment executed from time to time in connection with the Project.

"Redevelopment Contract Amendment" shall mean an amendment to this Redevelopment Contract, for the purpose of establishing the effective date for the division of *ad valorem* taxes pursuant to section 18-2147 of the Act. The form of the Redevelopment Contract Amendment is attached hereto as Exhibit H.

"Redevelopment Plan" means the Redevelopment Plan (also defined in the recitals hereto) for the Redevelopment Project Property and the Enhanced Employment Act Area related to the TIF Project and Enhanced Employment Act Project, as attached hereto and incorporated herein as Exhibit B, prepared by the Authority and approved by the City pursuant to the Act, as amended from time to time.

"Resolution" or "Bond Resolution" means the Resolution of the Authority authorizing the issuance of the TIF Indebtedness and Enhanced Employment Act Indebtedness, as supplemented from time to time, and also approving this Redevelopment Contract.

"Taxes" shall mean taxes and assessments from all applicable government entities including, but not limited to, any income, excise, sales or occupation taxes, *ad valorem* (real property) taxes, and personal property taxes.

"TIF Indebtedness" means any bonds, notes, loans, and advances of money or other indebtedness, including interest and premium, if any, thereon, incurred by the Authority pursuant to the Resolution and Article III hereof to provide financing for a portion of the TIF Project Costs and secured in whole or in part by TIF Revenues. The TIF Indebtedness as initially issued by the Authority shall consist of the Authority's Tax Increment Development Revenue Bond (Heartland Flats Mall and Apartment Project), Series 2022, to be issued in an amount not to exceed \$1,500,000.00 in substantially the form set forth on Exhibit C attached hereto and incorporated herein by this reference ("TIF Bond"), and the Redevelopment Contract Amendment, and purchased by the Redeveloper as set forth in Section 3.04 of this Redevelopment Contract.

"TIF Project" means the improvements to the Redevelopment Project Property, as further described in Exhibit A, and shall include the additions and improvements thereto. The TIF Project shall include all eligible costs and expenses as set forth on Exhibit E, attached hereto and incorporated herein by this reference.

"TIF Project Costs" means only costs or expenses incurred by Redeveloper in the Redevelopment Project Area, as set forth on Exhibit A for the purposes set forth in §18-2103(28)(a) through (f), inclusive and §18-2117.03 including providing for such costs by the exercise of the powers set forth in §18-2107(4) of the Act, all as identified on Exhibit E.

"TIF Revenues" means incremental ad valorem taxes generated on the Redevelopment Project Property by the TIF Project which are to be allocated to and paid to the Authority pursuant to the Act.

Section 1.02 Construction and Interpretation.

The provisions of this Redevelopment Contract shall be construed and interpreted in accordance with the following provisions:

- (a) Whenever in this Redevelopment Contract it is provided that any person may do or perform any act or thing the word "may" shall be deemed permissive and not mandatory and it shall be construed that such person shall have the right, but shall not be obligated, to do and perform any such act or thing.
- (b) The phrase "at any time" shall be construed as meaning at any time or from time to time.
- (c) The word "including" shall be construed as meaning "including, but not limited to."
- (d) The words "will" and "shall" shall each be construed as mandatory.
- (e) The words "herein," "hereof," "hereunder", "hereinafter" and words of similar import shall refer to the Redevelopment Contract as a whole rather than to any particular paragraph, section or subsection, unless the context specifically refers thereto.
- (f) Forms of words in the singular, plural, masculine, feminine or neuter shall be construed to include the other forms as the context may require.
- (g) The captions to the sections of this Redevelopment Contract are for convenience only and shall not be deemed part of the text of the respective sections and shall not vary by implication or otherwise any of the provisions hereof.

ARTICLE II FINDINGS AND REPRESENTATIONS

Section 2.01 Findings of Authority.

The Authority makes the following findings:

(a) The Authority is a duly organized and validly existing community redevelopment authority under the Act.

(b) The Redevelopment Plan has been duly approved by the City and adopted by the Authority pursuant to Sections 18-2109 through 18-2117 of the Act.

(c) The Authority deems it to be in the public interest and in furtherance of the purposes of the Act to accept the proposal submitted by Redeveloper as specified herein.

(d) The Master Project is expected to achieve the public purposes of the Act by \among other things, increasing employment, increasing investment, increasing the tax base, and lessening blighted and substandard conditions in the Redevelopment Project Area and Enhanced Employment Act Area and other purposes set forth in the Act.

(e) (1) The Redevelopment Plan is feasible and in conformity with the general plan for the development of the City as a whole and the Redevelopment Plan is in conformity with the legislative declarations and determinations set forth in the Act, and

(2) Based solely on representations made by the Redeveloper:

(i) the TIF Project would not be economically feasible without the use of tax-increment financing, which has been documented by a rate of return on investment analysis; and

(ii) the TIF Project would not occur in the Redevelopment Project Area without the use of tax-increment financing.

(f) The Authority has determined that the costs and benefits of the TIF Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the Authority and have been found to be in the long-term best interest of the community impacted by the TIF Project.

(g) The Authority has determined that the proposed land uses and building requirements in the Redevelopment Project Area and Enhanced Employment Act Area are designed with the general purpose of accomplishing, in conformance with the general plan, a coordinated, adjusted, and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the

process of development: including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of insanitary or unsafe dwelling accommodations, or conditions of blight.

Section 2.02 Representations of Redeveloper.

The Redeveloper makes the following representations:

(a) The Redeveloper is a Nebraska limited liability company, having the power to enter into this Redevelopment Contract and perform all obligations contained herein and by proper action has been duly authorized to execute and deliver this Redevelopment Contract. Prior to the execution and delivery of this Redevelopment Contract, the Redeveloper has delivered to the Authority a certificate of good standing, a certified copy of the Redeveloper's operating agreement and a certified copy of the resolution or resolutions authorizing the execution and delivery of this Redevelopment Contract.

(b) The execution and delivery of this Redevelopment Contract and the consummation of the transactions herein contemplated will not conflict with or constitute a breach of or default under any bond, debenture, note or other evidence of indebtedness or any contract, loan agreement or lease to which Redeveloper is a party or by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of the Redeveloper contrary to the terms of any instrument or agreement.

(c) There is no litigation pending or to the best of its knowledge threatened against Redeveloper affecting its ability to carry out the acquisition, construction, equipping and furnishing of the Master Project or the carrying into effect of this Redevelopment Contract or in any other matter materially affecting the ability to Redeveloper to perform its obligations hereunder.

(d) The TIF Project would not be economically feasible without the use of tax increment financing (division of tax under §18-2147 of the Act) as the rate of return on the investment is wholly insufficient to induce the Redeveloper to undertake the TIF Project.

(e) The TIF Project would not occur in the Redevelopment Project Area without the use of tax-increment financing (division of tax under §18-2147 of the Act).

(f) The Enhanced Employment Act Project will result in at least two (2) new employees and new investment of at least one hundred twenty five thousand dollars (\$125,000.00) within the Enhanced Employment Act Area, pursuant to §18-2116 of the Nebraska Revised Statutes. (Note: Box Butte County population estimate is 10,772)

(g) The TIF Indebtedness and Enhanced Employment Act Indebtedness shall not be tax-exempt financing and no interest paid on the TIF Indebtedness and Enhanced Employment Act Indebtedness shall be exempt from federal or state income taxation.

(h) Redeveloper warrants and represents that the costs set forth on Exhibit E are permitted costs under the Act and fit within the statutory definitions set forth in §18-2103(28)(a) through (f), inclusive, and §18-2117.03 of the Nebraska Revised Statutes.

(i) Redeveloper warrants and represents that the costs set forth on Exhibit F are permitted costs under the Enhanced Employment Act and the Act and fit within the statutory definitions set forth in §18-2142.04(1)(a) of the Nebraska Revised Statutes.

(j) There are no, nor will there be, any business in the Enhanced Employment Act Area that has one hundred thirty-five thousand square feet or more.

(k) Exhibit G, attached hereto and incorporated herein by this reference, is an accurate list of the proposed businesses and each business's classification that are to be in the Enhanced Employment Act Area.

(l) Redeveloper agrees and covenants for itself its successors and assigns that it will not discriminate against any person or group of persons on account of race, sex, color, religion, national origin, ancestry, disability, marital status or receipt of public assistance in connection with the Master Project. Redeveloper, for itself and its successors and assigns, agrees that during the construction of the Master Project, Redeveloper will not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, ancestry, disability, marital status or receipt of public assistance. Redeveloper will comply with all applicable federal, state and local laws related to the Master Project.

(m) The Redeveloper agrees that Redeveloper and any contractor for the improvements to be reimbursed as a part of the Master Project costs shall be required to agree to use a federal immigration verification system (as defined in §4-114, Reissue Revised Statutes of Nebraska, as amended) to determine the work eligibility status of new employees physically performing services on the Master Project and to comply with all applicable requirements of §4-114, Reissue Revised Statutes of Nebraska, as amended.

(n) The Redeveloper has not filed and does not intend to file an application with the Department of Revenue to receive tax incentives under the Nebraska Advantage Act or the ImagiNE Nebraska Act related to a project in the Redevelopment Project Area. In as much as no such application has been filed, none has been approved.

(o) No application has been filed with the Department of Revenue requesting a refund of any local option sales tax.

ARTICLE III

THE PARTIES OBLIGATIONS RELATING TO TAX INCREMENT FINANCING

A. OBLIGATIONS OF THE AUTHORITY

Section 3.01A Division of Taxes.

In accordance with §18-2147 of the Act and the terms of the Resolution, the Authority hereby provides that any *ad valorem* tax on the Redevelopment Project Property, for the benefit of any public body be divided for a period of fifteen years after the effective date (the "Effective Date"), as described in §18-2147 (1) of the Act (which Effective date shall be the January 1 of the year in which the division of taxes occurs which shall be the Division Date as described in Exhibit H of this provision as set forth in a Redevelopment Contract Amendment, consistent with the Redevelopment Plan). Said taxes shall be divided as follows:

(a) That portion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the Redevelopment Project Valuation (defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and

(b) That portion of the ad valorem tax on real property in the Redevelopment Project Property in excess of such amount, if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premium due in connection with the TIF Indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Authority for financing or refinancing, in whole or in part, such TIF Project. When such TIF Indebtedness, including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon such real property shall be paid into the funds of the respective public bodies.

Section 3.02A Issuance of TIF Indebtedness

The Authority shall authorize the issuance of the TIF Indebtedness in the form and stated principal amount and bearing interest and being subject to such terms and conditions as are specified in the Resolution and this Redevelopment Contract; provided, at all times the maximum amount of the TIF Indebtedness shall be limited to the lesser of (i) the stated face amount of the TIF Indebtedness, or (ii) the sum of all TIF Project Costs incurred by the Redeveloper as set forth on Exhibit E. No TIF Indebtedness will be issued until Redeveloper has acquired fee title to the Redevelopment Project Property and become obligated for construction of the additions and improvements forming a part of the TIF Project as described in the Plan. The Authority may require, as a condition of issuing the TIF Indebtedness, or of consenting to the sale or assignment of the TIF Indebtedness, that any holder, purchaser, or assignee make certain investor related representations to confirm to the Authority that such holder, purchaser, or assignee acknowledges and understands the nature, risks, and limitations of the TIF Indebtedness.

Upon the request of the Redeveloper, and provided that all Redeveloper's obligations under this Redevelopment Contract are satisfied, the Authority shall issue one Tax Increment Development Revenue Bond, in one taxable series, in a maximum principal amount of One Million, Five Hundred Thousand and no/100 Dollars (\$1,500,000.00), in substantially the form shown on the attached Exhibit C ("TIF Bond"), for net funds available to be purchased by Redeveloper ("TIF Bond Purchaser"), in a written form acceptable to Authority's attorney, and receive TIF Bond proceeds from the TIF Bond Purchaser in said amount. At the option of the Authority, the Authority shall make a grant to Redeveloper in such amount, and such grant shall offset TIF Bond Purchaser's obligation to purchase the TIF Bond. Subject to the terms of this Agreement and the Resolution, the Authority's Treasurer on behalf of the Authority shall have the authority to determine the timing of issuing the TIF Indebtedness and all the other necessary details of the TIF Indebtedness.

The Redeveloper agrees to purchase the TIF Indebtedness at a price equal to the principal amount thereof, in a private placement satisfactory to the Authority as to its terms and participants (including any pledgee thereof). Neither the Authority nor the City shall have any obligation to provide for the sale of the TIF Indebtedness. It is the sole responsibility of the Redeveloper to effect the sale of the TIF Indebtedness by purchasing the TIF Indebtedness in accordance with the terms of this Redevelopment Contract and the Resolution.

Section 3.03A Pledge of Revenues.

Under the terms of the Resolution, the Authority pledges 100% of the available annual TIF Revenues derived from the Redevelopment Project Property as security for and to provide payment of the TIF Indebtedness as the same fall due (including payment of any mandatory redemption amounts set for the TIF Indebtedness in accordance with the terms of the Resolution).

Section 3.04A Purchase and Pledge of TIF Indebtedness/Grant of Net Proceeds of TIF Indebtedness.

The Redeveloper has agreed to purchase the TIF Indebtedness from the Authority for a price equal to the principal amount thereof, payable as provided in Section 3.02A and this Section 3.04A. The Redevelopment Plan provides for the Redeveloper to receive a grant under this Redevelopment Contract. In accordance with the terms of the Redevelopment Plan the Redeveloper is to receive a grant sufficient to pay the costs for reimbursement of eligible and lawful TIF Project Costs as set forth on Exhibit E in the aggregate maximum amount not to exceed \$1,500,000.00. Notwithstanding the foregoing, the aggregate amount of the TIF Indebtedness and the grant shall not exceed the amount of TIF Project Costs as certified pursuant to Section 3.02B of this Redevelopment Contract. Such grant shall be made to the Redeveloper upon certification of TIF Project Costs as set forth herein and in the Resolution, and payment purchase of the TIF Indebtedness as provided in Section 3.02A, unless Authority elects to offset the payment of the purchase of the TIF Indebtedness with the grant proceeds as provided herein and in the Resolution. The Authority shall have no obligation to provide grant funds from any source other than as set forth in the Resolution and this Redevelopment Contract.

Section 3.05A Creation of Funds.

The Authority shall create a fund to collect and hold the TIF Revenues. Such fund shall be used for no other purpose than to pay the TIF Indebtedness.

B. OBLIGATIONS OF REDEVELOPER

Section 3.01B Construction/ Management of TIF and EEA Project; Insurance.

(a) Redeveloper will complete the Master Project, prepare the site for redevelopment and install all infrastructure, planned building construction, lighting, fixtures, equipment and furnishings necessary to operate the Master Project. Redeveloper shall provide ongoing maintenance of the Master Project and undertake development of program management and promotions for the Master Project as provided in the Act. Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to acquire, construct and equip the Master Project. Until construction of the Master Project has been completed, Redeveloper shall make reports in such detail and at such times as may be reasonably requested by the Authority as to the actual progress of Redeveloper with respect to construction of the Master Project. Such reports shall include actual expenditures incurred as described on Exhibit E. Promptly after completion by the Redeveloper of each segment of public infrastructure portion of the TIF Project, the Redeveloper shall furnish to the Authority a Certificate of Completion as to such segment (supported by such architect's or engineer's certificates as are required under the terms of the contract documents) for such segment, including each structure or element of infrastructure completed in such segment.

(b) Any general contractor chosen by the Redeveloper or the Redeveloper itself shall be required to obtain and keep in force at all times until completion of construction, policies of insurance including coverage for contractors' general liability and completed operations and a penal bond or bonds as required by the Act or as is otherwise required by law. The City, the Authority and the Redeveloper shall be named as additional insureds. Any contractor chosen by the Redeveloper or the Redeveloper itself, as owner, shall be required to purchase and maintain property insurance upon the Master Project to the full insurable value thereof. This insurance shall insure against the perils of fire and extended coverage and shall include 'All Risk' insurance for physical loss or damage. The contractor with respect to any specific contract or the Redeveloper shall also carry insurance on all stored materials. The contractor or the Redeveloper, as the case may be, shall furnish the Authority and the City with a Certificate of Insurance evidencing policies as required above. Such certificates shall state that the insurance companies shall give the Authority prior written notice in the event of cancellation of or material change in any of any of the policies.

(c) This Redevelopment Contract shall not replace or supersede the need for the Redeveloper to obtain other agreements, consents, permits, licenses from the City related to the public improvements or other improvements as may be required by the City for the type of work to be performed.

Section 3.02B Cost Certification & Disbursement of TIF Bond Proceeds.

Proceeds of the TIF Bond may be advanced and disbursed in the manner set forth below:

- a. The Redeveloper shall submit to the Authority a grant disbursement request (the "TIF Cost Certification and Disbursement Request") executed by an authorized representative of the Redeveloper. The TIF Cost Certification and Disbursement Request shall: (i) certify the portion of the Master Project that has been completed (ii) certify the actual costs incurred by the Redeveloper in the completion of such portion of the Master Project, including an itemization of the actual TIF Project Costs incurred; and (iii) include documentation to the Authority's satisfaction that such TIF Project Costs have been incurred and all other requirements under this Redevelopment Contract relating to the work have been met. All TIF Cost Certification and Disbursement Requests are subject to review and approval by the Authority. Determinations by the Authority whether costs included in the TIF Cost Certification and Disbursement Request are properly included as TIF Project Costs as defined in this Redevelopment Contract shall be made in the sole discretion of the Authority and shall be conclusive and binding on the Redeveloper.
- b. The Authority shall inform the holder of the TIF Indebtedness (the "TIF Bond Holder") in writing of the amount of the TIF Cost Certification and Disbursement Request allocated to the TIF Indebtedness for reimbursable TIF Project Costs under this Redevelopment Contract. Upon notification from the Authority, the TIF Bond Holder (if other than the Redeveloper) may make deposits to the Authority in such amount necessary to pay the TIF Project Costs set forth in the TIF Cost Certification and Disbursement Request. Such amounts shall be proceeds of the TIF Indebtedness to be granted to the Redeveloper according to this Redevelopment Contract. If the Redeveloper is the TIF Bond Holder, the grant to the Redeveloper shall be offset by the increase in the principal balance of the TIF Indebtedness by the amount of the TIF Project Costs of the approved TIF Cost Certification Disbursement Request.

ARTICLE IV

THE PARTIES OBLIGATIONS RELATING TO OCCUPATION TAX REVENUE BONDS

Section 4.01 Enhanced Employment Act Area.

The Authority hereby designates the Enhanced Employment Act Area shown on Exhibit A as an enhanced employment area eligible for the imposition of an occupation tax pursuant to the Enhanced Employment Act. New investment within in the Enhanced Employment Act Area will result in at least two (2) new employees and new investment of at least one hundred twenty five thousand dollars (\$125,000.00), pursuant to Section 18-2116 of the Nebraska Revised Statutes. (Note: Box Butte County population is estimated to be 10,777) The Enhanced Employment Act Area does not exceed six hundred acres.

Section 4.02 Occupation Tax.

The City agrees to levy a general business occupation tax upon all businesses within the Enhanced Employment Act Area for the purpose of paying all or any part of the costs of the Enhanced Employment Act Project Costs within such Enhanced Employment Act Area during the Enhanced Employment Act Period. The City agrees with the Authority that the proceeds of the occupation tax, less administrative costs, shall be pledged to the payment of the Enhanced Employment Act Indebtedness. Beginning on _____, 202__, and in each calendar month thereafter, there is hereby imposed an occupation tax upon each and every person operating a business within the Enhanced Employment Act Area. The amount of such tax shall be two percent (2.0%) of all transactions which the State of Nebraska is authorized to impose a tax as allowed by the Nebraska Local Option Revenue Act for each calendar month derived from the businesses subject to this tax as more particularly described in the Occupation Tax Ordinance.

Section 4.03 Issuance of Enhanced Employment Act Indebtedness.

As soon as is practicable following the date of this Agreement, the Bond Resolution, and the Occupation Tax Ordinance, and as set forth in this Agreement, the Authority shall issue its Enhanced Employment Act Indebtedness in the estimated amount not to exceed One Million One Hundred Fourteen Thousand One Hundred Dollars (\$1,114,100.00) that is payable during the Enhanced Employment Act Period. The Enhanced Employment Act Indebtedness shall be purchased by the Redeveloper ("Occupation Tax Revenue Bond Purchaser") and the Authority, or a depository agreed to by the Authority and Redeveloper shall receive the Enhanced Employment Act Proceeds to be deposited into an Authority fund account or a depository fund account agreed to by the Authority, City and Redeveloper ("Authority Enhanced Employment Act Project Account") and expended in the priority set forth in Section 4.06 (Use of Enhanced Employment Act Proceeds) below. The Enhanced Employment Act Indebtedness shall specifically provide that any shortfall in anticipated Enhanced Employment Act Tax Revenues from the businesses within the Enhanced Employment Act Area for any reason whatsoever, specifically including a decline in taxable receipts within the Enhanced Employment Act Area or termination of the Enhanced Employment Act Period, shall be borne entirely by the Occupation Tax Revenue Bond Purchaser without recourse of any kind against the City or Authority. The City, Authority, and Redeveloper agree that the City Manager on behalf of the City and Authority shall have the authority to determine all the other necessary and reasonable details and mechanics of the Enhanced Employment Act Indebtedness, Enhanced Employment Act Tax Revenues, Authority Enhanced Employment Act Project Account and the grant of funds for the eligible Enhanced Employment Act Project Costs. The Authority may require, as a condition of issuing the Enhanced Employment Act Indebtedness, or of consenting to the sale or assignment of the Enhanced Employment Act Indebtedness, that any holder, purchaser, or assignee make certain investor related representations to confirm to the Authority that such holder, purchaser, or assignee acknowledges and understands the nature, risks, and limitations of the Enhanced Employment Act Indebtedness.

Section 4.04 Enhanced Employment Act Tax Revenues.

The City intends to impose this occupation tax authorized by the Enhanced Employment Act to generate the Enhanced Employment Act Tax Revenues to be derived from the occupation taxes of the businesses located within the Enhanced Employment Act Area as determined in the manner provided for in the Act. The City and Authority shall work with the Nebraska Department of Revenue, if necessary, to facilitate the operation of the occupation tax and to secure the Occupation Tax Revenue Bond Purchaser receipt of the Enhanced Employment Act Tax Revenues from such occupation tax.

Section 4.05 Grant of Funds.

In order to support redevelopment of the Enhanced Employment Act Area and as an inducement for the Redeveloper to construct the Enhanced Employment Act Project, the Authority agrees, to the extent allowed by law and then only to the extent Enhanced Employment Act Proceeds are lawfully available from the issuance of the Enhanced Employment Act Indebtedness, to make a grant or grants to Redeveloper up to the total amount of the Enhanced Employment Act Proceeds less the Authority's costs to issue the Enhanced Employment Act Indebtedness ("Grant Funds"), and to reimburse Redeveloper for the cost of the priority items identified in Section 4.06 (Use of Enhanced Employment Act Proceeds) below, provided that only costs incurred after the Agreement Date shall be eligible for payment. The grants are restricted and earmarked for the funding of the eligible Enhanced Employment Act Project Costs as described herein and the Redeveloper does not have discretionary judgment over the applications of said Grant Funds.

Notwithstanding the foregoing, the aggregate amount of the Enhanced Employment Act Indebtedness and the grant shall not exceed the amount of Enhanced Employment Act Project Costs as certified pursuant to Section 4.06 of this Redevelopment Contract. Such grant shall be made to the Redeveloper upon certification of Enhanced Employment Act Project Costs as set forth herein and in the Resolution, and payment purchase of the Enhanced Employment Act Indebtedness as provided in Section 4.03, unless Redeveloper elects to offset the payment of the purchase of the Enhanced Employment Act Indebtedness with the grant proceeds as provided herein and in the Resolution. The Authority shall have no obligation to provide grant funds from any source other than as set forth in the Resolution and this Redevelopment Contract.

Section 4.06 Cost Certification & Disbursement of Enhanced Employment Act Occupation Tax Revenue Bond Proceeds.

Proceeds of the Occupation Tax Revenue Bond may be advanced and disbursed in the manner set forth below:

- a. The Redeveloper shall submit to the Authority a grant disbursement request (the “EEA Cost Certification and Disbursement Request”) executed by an authorized representative of the Redeveloper. The EEA Cost Certification and Disbursement Request shall: (i) certify the portion of the Master Project that has been completed (ii) certify the actual costs incurred by the Redeveloper in the completion of such portion of the Master Project, including an itemization of the actual Enhanced Employment Act Project Costs incurred; and (iii) include documentation to the Authority’s satisfaction that such Enhance Employment Act Project Costs have been incurred and all other requirements under this Redevelopment Contract relating to the work have been met. All EEA Cost Certification and Disbursement Requests are subject to review and approval by the Authority. Determinations by the Authority whether costs included in the EEA Cost Certification and Disbursement Request are properly included as Enhanced Employment Act Project Costs as defined in this Redevelopment Contract shall be made in the sole discretion of the Authority and shall be conclusive and binding on the Redeveloper.
- b. The Authority shall inform the holder of the Enhanced Employment Act Indebtedness (the “EEA Bond Holder”) in writing of the amount of the EEA Cost Certification and Disbursement Request allocated to the Enhanced Employment Act Indebtedness for reimbursable Enhanced Employment Act Project Costs under this Redevelopment Contract. Upon notification from the Authority, the EEA Bond Holder (if other than the Redeveloper) may make deposits to the Authority in such amount necessary to pay the Enhanced Employment Act Project Costs set forth in the EEA Cost Certification and Disbursement Request. Such amounts shall be proceeds of the Enhanced Employment Act Indebtedness to be granted to the Redeveloper according to this Redevelopment Contract. If the Redeveloper is the EEA Bond Holder, the grant to the Redeveloper shall be offset by the increase in the principal balance of the Enhanced Employment Act Indebtedness by the amount of the Enhanced Employment Act Project Costs of the approved EEA Cost Certification Disbursement Request.

The Enhanced Employment Act Proceeds shall be expended in the following priority:

i. **FIRST PRIORITY:** Reimburse the Authority and Redeveloper for the Issuance Costs related to issuing the Enhanced Employment Act Indebtedness and for any costs incurred by the Authority or City under Section 4.10; and

iv. **SECOND PRIORITY:** Reimburse Redeveloper for costs of the eligible Enhanced Employment Act Project Costs as may approved by the Authority in advance within the Enhanced Employment Act Area. It is understood and agreed that the Authority shall and hereby is obligated in any year after substantial completion of the Enhance Employment Act Project and for each and every succeeding year thereafter during the Enhanced Employment Act Period, to the extent allowed by law, and then only to the extent funds are lawfully available and collected from occupation taxes related to the Enhanced Employment Act Area and not otherwise obligated in this Agreement for debt service or otherwise, reimburse the Redeveloper for the Redeveloper’s costs for eligible and lawful Enhanced Employment Act Project Costs as may approved by the Authority in advance.

In the event the Enhanced Employment Act Proceeds are insufficient to fund any or all of the Priority item(s) as shown above, then such costs and expense shall be borne entirely by the Redeveloper without recourse of any kind against the City or Authority. Any ineligible use of the Grant Funds shall immediately be repaid by Redeveloper to the Authority.

Section 4.07 Debt Service for Enhanced Employment Act Indebtedness.

The Authority shall, to the extent allowed by law, and then only to the extent funds are lawfully available from Enhanced Employment Act Tax Revenues, pay the debt service on the Enhanced Employment Act Indebtedness with interest at a rate per annum equal to the Wall Street Journal Prime Rate (at the time of issuance), plus 1.00% or as otherwise agreed upon between the Authority and Redeveloper. Any debt service on the Enhanced Employment Act Indebtedness (including interest) to be paid from Enhanced Employment Act Tax Revenues shall not constitute a general obligation or debt of the City or Authority. Any excess Enhanced Employment Act Tax Revenues shall be held, invested and expended by the City for priorities described above in Section 4.06 (Use of Enhanced Employment Act Proceeds). Any such occupation tax shall remain in effect during the Enhanced Employment Act Period.

Section 4.08 Deficiency in Enhanced Employment Act Tax Revenues.

Any shortfall in anticipated Enhanced Employment Act Tax Revenues for any reason whatsoever, specifically including a decline in taxable receipts within the Enhanced Employment Act Area shall be borne entirely by the EEA Bond Holder without recourse of any kind against the City or Authority. To the extent of any deficiency in Enhanced Employment Act Tax Revenues from the occupation tax for required debt service on the Enhanced Employment Act Indebtedness during the Enhanced Employment Act Period, the EEA Bond Holder shall defer payment of the same for each year that there exists a deficiency. If the EEA Bond Holder is required to defer any such payments, the Authority shall reimburse all sums deferred plus interest (at the same interest rate of the then outstanding Occupation Tax Revenue Bond) if and when Enhanced Employment Act Tax Revenues do become available from the occupation taxes of the businesses located within the Enhanced Employment Act Area to meet current debt service. In the event the Enhanced Employment Act Indebtedness for the Enhanced Employment Act Area are not retired in full at the end of the Enhanced Employment Act Period, any remaining Enhanced Employment Act Indebtedness shall be forgiven without any further action on behalf of the holder of the Enhanced Employment Act Indebtedness, the City or Authority. In the event that any deficiency payments as required by this subsection or any interest that has accrued thereon have not been repaid at the end of the Enhanced Employment Act Period, Redeveloper agrees that neither the City nor Authority shall be liable for payment of said amounts and that said amounts shall be forgiven.

Section 4.09 Duty to Maintain.

During the Enhanced Employment Act Period, Redeveloper and any other person or entity that obtains title to Lot 4A, Holsten Replat of Lots One, Two and Three Holsten Addition to the City of Alliance, Box Butte County, Nebraska, in the Redevelopment Project Area, at their costs, shall, following construction of the Enhanced Employment Act Project and during the useful and functional life of such improvements, keep the same in a safe and sanitary condition and shall take all action reasonably necessary to (a) maintain the same in good order and condition and state of repair in accordance with the prevailing standards from time to time for developments and improvements of similar size, kind and quality, and (b) carry out proper and timely capital improvements for all interior and exterior public enhancements, including the routine and reasonable preventive maintenance and capital improvements of their service facilities including, but not limited to, foundations, roof, exterior walls, wiring, plumbing, heating and air conditioning systems, interior insect treatment, and all glass, including plate glass, exterior doors, and automatic doors, and (c) maintain the related grounds in a safe and sanitary condition including, but not limited to, sweeping and removal of trash, litter and refuse, repair and replacement of paving as reasonably necessary, maintenance of landscaped areas (including replacement and replanting), removal of snow and ice from sidewalks, driveways, parking areas, and private roadways, in order to keep the same free from dilapidation or deterioration and free from conditions which endanger life or property by fire or other causes. In addition, the Redeveloper's duty to maintain the Enhanced Employment Act Project on the Enhanced Employment Act Area during the Enhanced Employment Act Period shall include the following:

- i. The standard of maintenance for the Enhanced Employment Act Area shall be comparable to the standards of maintenance, repair and replacement followed in other good quality multi-use developments in Nebraska.
- ii. Maintaining, repairing and replacing all paved surfaces of the Enhanced Employment Act Area in a reasonably smooth and evenly covered condition, which maintenance work shall include, without limitation, cleaning, sweeping, restriping, repairing and resurfacing any paved surfaces as reasonably necessary.
- iii. Removing of all filth, paper and refuse to the extent necessary to keep the Enhanced Employment Act Area in a clean and orderly condition.
- iv. Placing, keeping in repair and replacing when reasonably necessary any appropriate directional signs, markers and lines.
- v. Keeping in repair and replacing when reasonably necessary such lighting facilities as may be installed on the Enhanced Employment Act Area.
- vi. Maintaining all finished landscaped areas, repairing irrigation systems and water lines, and replacing shrubs and other finished landscaping as reasonably necessary; provided, however, that nothing in this Agreement shall obligate the Redeveloper to landscape any portion of an unimproved real estate prior to the date it is improved.
- vii. Cleaning, maintaining and repairing of all sidewalks.
- viii. Providing reasonable security, if necessary, for the protection of persons and property.
- ix. Maintaining in good and safe condition and state of repair any building improvements located thereon.

Section 4.10 Reimbursement of Grants.

Redeveloper agrees to repay the Authority the grant or grants of funds as provided for in Section 4.05 above in the event Redeveloper fails to substantially complete the Enhanced Employment Act Project by September 1, 2024,. In the event the Redeveloper fails to maintain the Redeveloper's Enhanced Employment Act Project as provided in Section 4.09 above, and the Redeveloper fails to cure such breach within sixty (60) days after receiving written notice specifying the manner in which the Redeveloper has breached this Agreement from the Authority, or such longer period if such deficiency cannot reasonably be cured within such sixty (60) day period, then the Authority shall have the right, but not the obligation, to perform such maintenance activities and then the Redeveloper shall reimburse the Authority the fair and reasonable cost to the Authority to correct the maintenance deficiency as required under the Duty to Maintain provision of this Agreement or the Authority may reimburse itself from Enhanced Employment Act Tax Revenues.

Section 4.11 Agreement to Pay Taxes.

Redeveloper agrees to use commercially reasonable efforts to require its Tenants and other persons or entities subject to the occupation tax to pay all such occupation taxes levied upon the Enhanced Employment Act Area and improvements thereon prior to the time the taxes become delinquent. Redeveloper shall include this requirement in all Tenant leases. This contractual obligation to pay such taxes prior to delinquency shall cease upon expiration of the Enhanced Employment Act Period or so long as the Occupation Tax Revenue Bond remains outstanding whichever period of time is shorter.

Section 4.12 City and Authority Not Liable for Deficiency.

Any debt service on the Enhanced Employment Act Indebtedness (including interest) to be paid from Enhanced Employment Act Tax Revenues shall not constitute a general obligation or debt of the City or Authority. Neither the City nor Authority shall be liable for any deficiency nor shortfall in the anticipated collection of the occupation tax revenue collected in the Enhanced Employment Act Area.

Section 4.13 Insurance Damage or Destruction of the Enhanced Employment Act Project.

During the Enhanced Employment Act Period, Redeveloper shall include by restrictive covenant an enforceable obligation on the Redeveloper or other owner or tenant in possession of the Redevelopment Project Area to maintain property insurance on an extended coverage all-risk basis in an amount not less than the replacement value of the Enhanced Employment Act Project, allowing for reasonable coinsurance clauses and deductibles and also subject to the Redeveloper or other owner or tenant's obligation to restore the Enhanced Employment Act Project to its prior condition within fifteen (15) months from the date of the damage or destruction, diligently pursuing the same to completion.

Section 4.14 Termination.

Notwithstanding any contrary provision, the occupation tax upon the businesses within the Enhanced Employment Act Area shall cease upon expiration of the Enhanced Employment Act Period or full repayment of the Enhanced Employment Act Indebtedness, whichever period of time is shorter. The provisions of Section 4.1 through 4.13 of this Agreement shall terminate for the Enhanced Employment Act Area upon expiration of the Enhanced Employment Act Period or full repayment of the Enhanced Employment Act Indebtedness, whichever period of time is shorter.

ARTICLE V

FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES

Section 5.01 Financing.

Redeveloper shall pay all costs related to the redevelopment of the Redevelopment Project Area, the Redevelopment Project Property, and Enhanced Employment Act Area which are in excess of the amounts paid from the proceeds of the grant provided from the proceeds of the TIF Indebtedness and Enhanced Employment Act Proceeds and granted to Redeveloper. Redeveloper shall timely pay all costs, expenses, fees, charges and other amounts associated with the Project.

ARTICLE VI

RESTRICTIONS AND CONSENT

Section 6.01 Relocation.

Redeveloper, at its costs, shall be responsible to pay any required tenant relocation costs as required by any federal, state or local relocation laws, including but not limited to, the Nebraska Relocation Assistance Act (Neb. Rev. Stat. Section 76-12114 et seq.) (collectively "Relocation Laws"), in order to implement the Master Project within the Redevelopment Project Area and the Enhanced Employment Act Area.

Section 6.02 Use Restrictions.

During the Enhanced Employment Act Period, the Enhanced Employment Act Area shall be used for retail, services, lodging and restaurant purposes, unless the Authority agrees otherwise in writing. In addition, no portion of the Enhanced Employment Act Area shall include users of space, or kinds of transactions where an occupations tax cannot be imposed pursuant to Section 18-2142.02 of the Nebraska Revised Statutes, as amended during the Enhanced Employment Act Period.

Section 6.03 Consent.

Redeveloper hereby covenants and consents with respect to the designation of the property set forth in Exhibit A, and incorporated herein by this reference, as an enhanced employment area pursuant to Section 18-2119 of the Enhanced Employment Act and as a redevelopment project under the Act, and such covenant and consent shall be binding upon all future owners of the Enhanced Employment Act Area. Redeveloper agrees to provide written consent of all owners of real property in the Enhanced Employment Area to the imposition of the occupation tax upon the execution hereof.

ARTICLE VII

DEFAULT, REMEDIES; INDEMNIFICATION

Section 7.01 General Remedies of Authority and Redeveloper.

Subject to the further provisions of this Article VII, in the event of any failure to perform or breach of this Redevelopment Contract or any of its terms or conditions, by any party hereto or any successor to such party, such party, or successor, shall, upon written notice from the other, proceed immediately to commence such actions as may be reasonably designed to cure or remedy such failure to perform or breach which cure or remedy shall be accomplished within a reasonable time by the diligent pursuit of corrective action. In case such action is not taken, or diligently pursued, or the failure to perform or breach shall not be cured or remedied within a reasonable time, this Redevelopment Contract shall be in default and the aggrieved party may institute such proceedings as may be necessary or desirable to enforce its rights under this Redevelopment Contract, including, but not limited to, proceedings to compel specific performance by the party failing to perform or in breach of its obligations. The Redeveloper hereby acknowledges and agrees that the Authority shall have completed its required performances and satisfied all of its obligations under this Redevelopment Contract upon the issuance of the TIF Indebtedness and Enhanced Employment Act Indebtedness and the subsequent payment of grant amounts to the Redeveloper as set forth in this Agreement.

Section 7.02 Additional Remedies of Authority.

In the event that (each such event an "event of default"):

(a) the Redeveloper, or its successor in interest, shall fail to commence the construction of the improvements included in the TIF Project Costs and/or Enhanced Employment Act Project Costs on or before June 1, 2023, or shall abandon construction work related to the aforementioned costs, once commenced, for any period of 180 days, excepting delays caused by inclement weather,

(b) the Redeveloper, or any successor in interest to any portion or the Redevelopment Project Area, shall fail to pay real estate taxes or assessments on the Redevelopment Project Property owned by the Redeveloper or any part thereof when due; and

(c) there is a violation of any other provision of this Redevelopment Contract, and such failure or action by the Redeveloper has not been cured within 60 days following written notice from Authority,

then the Redeveloper shall be in default of this Redevelopment Contract.

In the event of default or other such failure to perform, breach or default occurs and is not cured in the period herein provided, the parties agree that the damages caused to the Authority would be difficult to determine with certainty and that a reasonable estimation of the amount of damages that could be incurred is the amount of the grant to Redeveloper pursuant to Section 3.04A and 4.05 of this Redevelopment Contract, less any reductions in the principal amount of the TIF Indebtedness and Enhanced Employment Act Indebtedness, plus interest on such amounts as provided herein (the "**Liquidated Damages Amount**"). Upon the occurrence of an event of default, the Liquidated Damages Amount shall be paid by Redeveloper to Authority within 30 days of demand from Authority given to the Redeveloper.

Interest shall accrue on the Liquidated Damages Amount at the rate of eight percent (8%) per annum and interest shall commence from the date that the Authority gives notice to the Redeveloper demanding payment.

Payment of the Liquidated Damages Amount shall not relieve Redeveloper of its obligation to pay real estate taxes, occupation taxes, or assessments with respect to the Redevelopment Project Property, the Project, and the Enhanced Employment Act Area.

Redeveloper, on or before contracting for work included within the TIF Project Costs and Enhanced Employment Act Project Costs, shall furnish to the Authority copies of labor and materials payment bonds and performance bonds for each contract entered into by Redeveloper or any purchaser of real estate in the Redevelopment Project Area, related to such costs. Each such bond shall show the Authority and the City as well as the Redeveloper as beneficiary of any such bond, as and to the extent commercially obtainable (as determined in the discretion of the Authority). In addition, the Redeveloper shall provide a penal bond with good and sufficient surety to be approved by the Authority, conditioned that the Redeveloper shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing to any contractor or his or her subcontractors (for each contract entered into by Redeveloper related to TIF Project Costs and Enhanced Employment Act Project Costs) with labor or materials performed or used in the prosecution of the work provided for in such contract, and will indemnify and save harmless the City and Authority to the extent of any payments in connection with the carrying out of such contracts which the Authority may be required to make under the law.

Section 7.03 Remedies in the Event of Other Redeveloper Defaults.

In the event the Redeveloper fails to perform any other provisions of this Redevelopment Contract (other than those specific provisions contained in Section 7.02), the Redeveloper shall be in default. In such an instance, the Authority may seek to enforce the terms of this Redevelopment Contract or exercise any other remedies that may be provided in this Redevelopment Contract or by applicable law; provided, however, that any defaults covered by this Section shall not give rise to a right or rescission on termination of this Redevelopment Contract, and shall not be covered by the Liquidated Damages Amount.

Section 7.04 Forced Delay Beyond Party's Control.

For the purposes of any of the provisions of this Redevelopment Contract, neither the Authority nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of or default in its obligations with respect to the conveyance or preparation of the Redevelopment Project Area and Enhanced Employment Act Area or any part thereof for redevelopment, or the beginning and completion of construction of the TIF Project and Enhanced Employment Act Project, or progress in respect thereto, in the event of forced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, or of the public enemy, acts of the government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays in subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such forced delay, the time or times for performance of the obligations of the Authority or of the Redeveloper with respect to construction of the Master Project, as the case may be, shall be extended for the period of the forced delay: Provided, that the party seeking the benefit of the provisions of this section shall, within thirty (30) days after the beginning of any such forced delay, have first notified the other party thereto in writing, and of the cause or causes thereof and requested an extension for the period of the forced delay.

Section 7.05 Limitations of Liability; Indemnification.

Notwithstanding anything in this Article VII or this Redevelopment Contract to the contrary, neither the City, the Authority, nor their respective elected officials, officers, directors, appointed officials, employees, agents, attorneys nor their governing bodies (the "Released Parties") shall have any pecuniary obligation or monetary liability under this Redevelopment Contract. The sole obligation of the Authority under this Redevelopment Contract shall be the issuance of the TIF Indebtedness and Enhanced Employment Act Indebtedness and granting of a portion of the proceeds thereof to Redeveloper, and full compliance with the terms specifically set forth in this Agreement and payment of TIF Revenues and Enhanced Employment Act Revenues pledged pursuant to the Resolution. The Redeveloper releases the City and Authority from, agrees that neither the City nor Authority shall be liable for, and agrees to indemnify and hold the City, Authority, and other Released Parties harmless from any liability for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Master Project.

Redeveloper agrees to indemnify and hold City and Authority harmless to the extent of any payments in connection with carrying out completion of the Enhanced Employment Act Project the City may make, for failure of Redeveloper to make payments of all amounts lawfully due to all persons, firms, or organizations who performed labor or furnished materials, equipment, or supplies used in construction of the Enhanced Employment Act Project.

Redeveloper agrees to indemnify and hold City and Authority harmless for failure of Redeveloper to make payments of all amounts lawfully due to all persons, firms, or organizations under the Relocation Laws in connection with or implementation of the Master Project within the Redevelopment Project Area and the Enhanced Employment Act Area. This Section survives any termination of this Agreement.

The Redeveloper will indemnify and hold each of the City and Authority and their respective elected officials, directors, officers, appointed officials, agents, employees and members of their governing bodies free and harmless from any loss, claim, damage, demand, tax, penalty, liability, disbursement, expense, excluding litigation expenses, attorneys' fees and expenses, or court costs arising out of any damage or injury, actual or claimed, of whatsoever kind or character, to property (including loss of use thereof) or persons, occurring or allegedly occurring in, on or about that portion of the Master Project owned by the Redeveloper, during the term of this Redevelopment Contract or arising out of any action or inaction of Redeveloper, related to activities of the Redeveloper or its agents during the construction of the public infrastructure or public right of ways in the Master Project. The City and Authority do not waive their governmental immunity by entering into this Agreement and fully retain all immunities and defenses provided by law.

ARTICLE VIII

MISCELLANEOUS

Section 8.01 Notice Recording.

This Redevelopment Contract or a notice memorandum of this Redevelopment Contract shall be recorded in the office of the Register of Deeds of Box Butte County, Nebraska.

Section 8.02 Governing Law.

This Redevelopment Contract shall be governed by the laws of the State of Nebraska, including but not limited to the Act.

Section 8.03 Assignment or Conveyance.

This Redevelopment Contract shall not be assigned by the Redeveloper without the written consent of the Authority and City. Such consent shall not be unreasonably withheld. Redeveloper agrees that it shall not convey any Lot or any portion thereof or any structures thereon to any person or entity that would be exempt from payment of real estate taxes, and that it will not make

application for any structure, or any portion thereof, to be taxed separately from the underlying land of any Lot.

Section 8.04 Binding Effect: Amendment.

This Redevelopment Contract shall be binding on the parties hereto and their respective successors and assigns. The Redevelopment Contract shall not be amended except by a writing signed by the party to be bound. Redeveloper shall pay the Authority or its counsel for fees for plan preparation and bond issuance related to the redevelopment and enhanced employment area project as provided in the regular policies and guidelines of the City and Authority for Tax Increment Financing Projects and as otherwise set forth in this Redevelopment Contract. The City agrees that the Authority and Redeveloper may enter into the Redevelopment Contract Amendment substantially in the form of Exhibit H, without further approval from the City.

Section 8.05 Effective Date and Implementation of Redevelopment Contract.

This Agreement is in full force and effect from and after the date of execution hereof by both the Redeveloper and the Authority.

Section 8.06 Notices to Parties.

Notices to Parties shall be mailed by U. S. Mail to the following addresses:

Redeveloper:

385 Apartments, LLC
Attention: Mike Works
1000 O Street
Box Butte, NE 68508

With Copy to:

Michael L. Bacon
Bacon Vinton Venteicher
P.O. Box 208
Gothenburg, NE 69138
And

Authority and City:

Alliance City Clerk
P.O. Box D
Alliance, NE 69301

With Copy To:

Simmons Olsen Law Firm
c/o Alliance City Attorney
1502 Second Avenue
Scottsbluff, NE 69361

Section 8.08 Intent

This Redevelopment Contract is entered into by the Authority and City to provide financing for an approved redevelopment project.

IN WITNESS WHEREOF, City, Authority, and Redeveloper have signed this Redevelopment Contract as of the date and year first above written.

ATTEST:

Secretary

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
ALLIANCE, NEBRASKA

By: _____
Chairman

ATTEST:

Clerk

THE CITY OF
ALLIANCE, NEBRASKA

By: _____
Mayor

STATE OF NEBRASKA)
) SS
COUNTY OF BOX BUTTE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by _____ and _____, Chairman and Secretary, respectively, of the Community Redevelopment Authority of the City of Alliance, Nebraska, on behalf of the Authority.

Notary Public

STATE OF NEBRASKA)
) SS
COUNTY OF BOX BUTTE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Mike Dafney and Tarrah S. Johnson, Mayor and Clerk, respectively, of the City of Alliance, Nebraska, on behalf of the City.

Notary Public

385 APARTMENTS, LLC.

By: _____
Manager

STATE OF NEBRASKA)
) SS
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2032, by
_____ Manager of 385 Apartments, LLC, on behalf of the limited liability
company.

Notary Public

EXHIBIT A

**DESCRIPTION OF REDEVELOPMENT PROJECT AREA AND ENHANCED
EMPLOYMENT ACT AREA**

Redevelopment Project Property:

Lot 4A, Holsten Replat of Lots One, Two and Three Holsten Addition to the City of Alliance,
Box Butte County, Nebraska.

Enhanced Employment Act Area:

Lots 1A, 2A, 3A and 4A, Holsten Replat of Lots One, Two and Three Holsten Addition to the
City of Alliance, Box Butte County, Nebraska.

EXHIBIT B
REDEVELOPMENT PLAN

[Attach copy]

EXHIBIT C
TIF INDEBTEDNESS

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, (THE '33 ACT) OR ANY STATE SECURITIES LAWS, AND THIS BOND MAY NOT BE TRANSFERRED, ASSIGNED, SOLD OR HYPOTHECATED UNLESS A REGISTRATION STATEMENT UNDER THE '33 ACT SHALL BE IN EFFECT WITH RESPECT THERETO AND THERE SHALL HAVE BEEN COMPLIANCE WITH THE '33 ACT AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER OR THERE SHALL HAVE BEEN DELIVERED THE ALLIANCE COMMUNITY REDEVELOPMENT AUTHORITY (THE "AUTHORITY") PRIOR TO THE TRANSFER, ASSIGNMENT, SALE, OR HYPOTHECATION, AN OPINION OF COUNSEL SATISFACTORY TO THE AUTHORITY TO THE EFFECT THAT REGISTRATION UNDER THE '33 ACT IS NOT REQUIRED.

THIS BOND MAY BE TRANSFERRED OR ASSIGNED ONLY IN THE MANNER AND ON THE TERMS AND CONDITIONS AND SUBJECT TO THE RESTRICTIONS STATED IN RESOLUTION NO. _____ OF THE AUTHORITY. THE AUTHORITY'S TREASURER IS PROHIBITED FROM REGISTERING THE OWNERSHIP OR TRANSFER OF OWNERSHIP OF THIS BOND TO ANY PERSON WITHOUT RECEIPT OF AN EXECUTED INVESTOR LETTER AS REQUIRED UNDER THE TERMS OF SAID RESOLUTION.

TAX INCREMENT FINANCING BOND (Heartland Flats Mall and Apartments Project)
ISSUED BY THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF
ALLIANCE, NEBRASKA

Date of
Original Issue

Date of
Maturity
December 31, 20__

Rate of
Interest
_____ per annum

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: SEE SCHEDULE 1 (not to exceed \$1,500,000.00)

FOR VALUE RECEIVED, the **COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF ALLIANCE, NEBRASKA** (the "**Authority**") promises to pay to the Registered Owner named above, but solely from tax increment revenues specified herein, the Principal Amount identified on Schedule 1, together with interest on the unpaid principal balance at the rate set forth above, calculated as simple interest and without compounding, on or before the maturity date set forth above, unless otherwise provided herein.

All payments of principal and interest prior to maturity shall be made by the Agent by mailing a check to the Registered Owner or its approved pledgee, as shown in the records of the Authority at the time of the payment. All amounts due at maturity or other final payment shall be paid to the Registered Owner or its approved pledgee upon the presentation of this Bond to the Agent at City Hall in Alliance, Nebraska.

To the extent funds securing this Bond are available to and received by the Authority, the accrued interest shall be payable semiannually on June 15 and September 15 of each year, commencing June 15, 202_. If the date for any payment is a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of Alliance Nebraska are closed, then the date for such payment shall be the next day. The Authority may prepay the outstanding principal and/or interest, in whole or in part, at any time without the prior consent of the Registered Owner or its pledgees. Payments made shall first be applied to accrued interest and then to principal. If funds securing this Bond are collected after the maturity date in accordance with applicable law, then the Agent shall pay such funds to the Registered Owner or its approved pledgee,

to the extent there are still amounts due and owing under this Bond.

The Authority and the Agent may treat the Registered Owner as the absolute owner of the Bond for the purpose of making payments and for all other purposes and neither the Authority nor the Agent shall be affected by any notice or knowledge to the contrary. The records maintained by the Authority as to the principal amount issued and principal amounts paid on this Bond shall be the official records of the cumulative outstanding principal amount of this Bond for all purposes.

This Bond is issued by the Authority under the authority of and in full compliance with the Constitution and statutes of the State of Nebraska, including particularly Article VIII, Section 12 of the Nebraska Constitution, Sections 18-2101 to 18-2155 of the Nebraska Revised Statutes, as amended, and under Resolution No. _____ duly passed and adopted by the Authority on January 5, 2023, as from time to time amended and supplemented (the "**Resolution**"). The Resolution incorporates by reference the terms of the Redevelopment Contract between the Authority, the City of Alliance City Council, and 385 Apartments, LLC dated _____, 2023 (the "**Contract**"). This Bond has been authorized and issued by the Authority to aid in financing a redevelopment project as defined in the Nebraska Community Development Law.

This Bond is a special limited obligation of the Authority payable solely from and is secured solely by the TIF Revenues (as defined in the Contract) on the terms and conditions in the Resolution and Contract. The TIF Revenues represents that portion of ad valorem real estate taxes levied by public bodies of the State of Nebraska, including the City, on real property on the Redevelopment Project Property (as defined in the Contract) which is in excess of that portion of such ad valorem real estate taxes produced by the levy at the rate fixed each year by or for each such public body upon the valuation of the Redevelopment Project Property as of a certain date as set forth in the Contract, as amended and as has been or will be certified by the County Assessor of Box Butte County, Nebraska to the City in accordance with law.

This Bond shall not be payable from the general funds of the City or the Authority, nor shall this Bond constitute a legal or equitable pledge, charge, lien, security interest or encumbrance upon any of the property or upon any of the income, receipts, or money and securities of the City or the Authority or of any other party other than those specifically pledged under the Resolution and Contract. This Bond is not a debt of the City or the Authority within the meaning of any constitutional, statutory or charter limitation upon the creation of general obligation indebtedness of the City or the Authority, and does not impose any general liability upon the City or the Authority. Neither the City nor the Authority shall be liable for the payment of this Bond out of any funds of the City or the Authority other than TIF Revenues which have been pledged to the payment of this Bond according to and as limited by the Resolution and Contract. Neither the members of the Authority nor any person executing this Bond shall be liable personally on this Bond by reason of the issuance hereof.

This Bond is transferable by the Registered Owner in person or by its attorney or legal representative duly authorized in writing at City Hall in Alliance, Nebraska, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution and Contract, and upon surrender of this Bond.

IN WITNESS WHEREOF, THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF ALLIANCE NEBRASKA has caused this Bond to be signed by the Chair of the Alliance, Nebraska, Community Redevelopment Authority, countersigned by the Secretary of the Community Redevelopment Authority, and with the City’s corporate seal imprinted hereon.

**COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
ALLIANCE, NEBRASKA**

[S E A L]

By: _____ (manual signature)
Chair

By: _____ (manual signature)
Secretary

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SCHEDULE 1

**TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT
TAX INCREMENT FINANCING BOND (Heartland Flats Mall and Apartments Project)
COMMUNITY REDEVELOPMENT AUTHORITY OF
THE CITY OF ALLIANCE, NEBRASKA**

[illegible]

Date of Registration	Name of Registered Owner	Signature of Agent

EXHIBIT D

ENHANCED EMPLOYMENT AREA INDEBTEDNESS

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, (THE '33 ACT) OR ANY STATE SECURITIES LAWS, AND THIS BOND MAY NOT BE TRANSFERRED, ASSIGNED, SOLD OR HYPOTHECATED UNLESS A REGISTRATION STATEMENT UNDER THE '33 ACT SHALL BE IN EFFECT WITH RESPECT THERETO AND THERE SHALL HAVE BEEN COMPLIANCE WITH THE '33 ACT AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER OR THERE SHALL HAVE BEEN DELIVERED THE ALLIANCE COMMUNITY REDEVELOPMENT AUTHORITY (THE "AUTHORITY") PRIOR TO THE TRANSFER, ASSIGNMENT, SALE, OR HYPOTHECATION, AN OPINION OF COUNSEL SATISFACTORY TO THE AUTHORITY TO THE EFFECT THAT REGISTRATION UNDER THE '33 ACT IS NOT REQUIRED.

THIS BOND MAY BE TRANSFERRED OR ASSIGNED ONLY IN THE MANNER AND ON THE TERMS AND CONDITIONS AND SUBJECT TO THE RESTRICTIONS STATED IN RESOLUTION NO. _____ OF THE AUTHORITY. THE AUTHORITY'S TREASURER IS PROHIBITED FROM REGISTERING THE OWNERSHIP OR TRANSFER OF OWNERSHIP OF THIS BOND TO ANY PERSON WITHOUT RECEIPT OF AN EXECUTED INVESTOR LETTER AS REQUIRED UNDER THE TERMS OF SAID RESOLUTION.

**OCCUPATION TAX REVENUE BOND (Heartland Flats Mall and Apartments Project)
ISSUED BY THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF
ALLIANCE, NEBRASKA**

**Date of
Original Issue**

**Date of
Maturity
December 31, 2043_**

**Rate of
Interest
_____ per annum**

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: SEE SCHEDULE 1 (not to exceed \$1,114,000.00)

FOR VALUE RECEIVED, the **COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF ALLIANCE, NEBRASKA** (the "**Authority**") promises to pay to the Registered Owner named above, but solely from certain occupation tax revenues specified herein, the Principal Amount identified on Schedule 1, together with interest on the unpaid principal balance at the rate set forth above, calculated as simple interest and without compounding, on or before the maturity date set forth above, unless otherwise provided herein.

All payments of principal and interest prior to maturity shall be made by the Agent by mailing a check to the Registered Owner or its approved pledgee, as shown in the records of the Authority at the time of the payment. All amounts due at maturity or other final payment shall be paid to the Registered Owner or its approved pledgee upon the presentation of this Bond to the Agent at City Hall in Alliance, Nebraska.

To the extent funds securing this Bond are available to and received by the Authority, the accrued interest shall be payable semiannually on June 15 and September 15 of each year, commencing June 15, 202_. If the date for any payment is a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of Alliance Nebraska are closed, then the date for such payment shall be the next day. The Authority may prepay the outstanding principal and/or interest, in whole or in part, at any time without the

prior consent of the Registered Owner or its pledgees. Payments made shall first be applied to accrued interest and then to principal. If funds securing this Bond are collected after the maturity date in accordance with applicable law, then the Agent shall pay such funds to the Registered Owner or its approved pledgee, to the extent there are still amounts due and owing under this Bond.

The Authority and the Agent may treat the Registered Owner as the absolute owner of the Bond for the purpose of making payments and for all other purposes and neither the Authority nor the Agent shall be affected by any notice or knowledge to the contrary. The records maintained by the Authority as to the principal amount issued and principal amounts paid on this Bond shall be the official records of the cumulative outstanding principal amount of this Bond for all purposes.

This Bond is issued by the Authority under the authority of and in full compliance with the Constitution and statutes of the State of Nebraska, including particularly Article VIII, Section 12 of the Nebraska Constitution, Sections 18-2101 to 18-2155 of the Nebraska Revised Statutes, as amended, and under Resolution No. _____ duly passed and adopted by the Authority on January 5, 2023, as from time to time amended and supplemented (the “**Resolution**”). The Resolution incorporates by reference the terms of the Redevelopment Contract between the Authority, the City of Alliance City Council, and 385 Apartments, LLC dated _____, 2023 (the “**Contract**”). This Bond has been authorized and issued by the Authority to aid in financing a redevelopment project as defined in the Nebraska Community Development Law.

This Bond is a special limited obligation of the Authority payable solely from and is secured solely by a portion of the Enhanced Employment Act Tax Revenues (as defined in the Contract) on the terms and conditions in the Resolution and Contract. The Enhanced Employment Act Tax Revenues are the occupation tax revenues collected according to the City’s Occupation Tax Ordinance No. 2950, passed on December 20, 2022.

This Bond shall not be payable from the general funds of the City or the Authority, nor shall this Bond constitute a legal or equitable pledge, charge, lien, security interest or encumbrance upon any of the property or upon any of the income, receipts, or money and securities of the City or the Authority or of any other party other than those specifically pledged under the Resolution and Contract. This Bond is not a debt of the City or the Authority within the meaning of any constitutional, statutory or charter limitation upon the creation of general obligation indebtedness of the City or the Authority, and does not impose any general liability upon the City or the Authority. Neither the City nor the Authority shall be liable for the payment of this Bond out of any funds of the City or the Authority other than Enhanced Employment Act Tax Revenues which have been pledged to the payment of this Bond according to and as limited by the Resolution and Contract. Neither the members of the Authority nor any person executing this Bond shall be liable personally on this Bond by reason of the issuance hereof.

This Bond is transferable by the Registered Owner in person or by its attorney or legal representative duly authorized in writing at City Hall in Alliance, Nebraska, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution and Contract, and upon surrender of this Bond.

IN WITNESS WHEREOF, THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF ALLIANCE NEBRASKA has caused this Bond to be signed by the Chair of the Alliance, Nebraska, Community Redevelopment Authority, countersigned by the Secretary of the Community Redevelopment Authority, and with the City's corporate seal imprinted hereon.

**COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
ALLIANCE, NEBRASKA**

[S E A L]

By: _____ (manual signature)
Chair

By: _____ (manual signature)
Secretary

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SCHEDULE 1

**TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT
OCCUPATION TAX REVENUE BOND (Heartland Flats Mall and Apartments Project)
COMMUNITY REDEVELOPMENT AUTHORITY OF
THE CITY OF ALLIANCE, NEBRASKA**

Date	Principal Amount Advanced	Principal Amount Redeemed	Cumulative Outstanding Principal Amount	Notation Made By

PROVISION FOR REGISTRATION

Date of Registration	Name of Registered Owner	Signature of Agent

EXHIBIT E

TIF PROJECT COSTS

Site purchase	\$	300,000.00
Authority fee	\$	24,494.00
Capitalized interest	\$	114,000.00
Redeveloper planning/legal	\$	40,000.00
Site prep & utilities	\$	203,500.00
Public parking	\$	316,500.00
Site prep & parking management/overhead	\$	67,600.00
Site/utility/parking lot design	\$	11,000.00
Site/utility/parking lot contingency	\$	29,930.00
Enhancements in excess of design stds.		
Storefront window system	\$	10,000.00
Low E windows	\$	85,000.00
Masonry	\$	25,000.00
Exterior const. management & overhead	\$	15,600.00
Exterior enhancement design	\$	25,000.00
Exterior enhancement contingency	\$	8,030.00
Energy efficient HVAC	\$	250,000.00
Energy efficient HVAC design	\$	19,000.00
TOTAL	\$	1,544,654.00

EXHIBIT F

EEA PROJECT COSTS

Ongoing Maintenance of EEA project	\$	195,000.00
EEA project design	\$	19,000.00
Enhancements in excess of design stds.		
Refelective roof & insulation	\$	400,000.00
Energy efficient light fixtures	\$	140,000.00
Efficiency project management & overhead	\$	115,000.00
Efficiency project design	\$	19,000.00
Efficiency contingency	\$	59,000.00
Management & promotions	\$	92,100.00
Development Program Management overhead	\$	75,000.00
TOTAL	\$	1,114,100.00

EXHIBIT G

LIST OF BUSINESS CLASSIFICATIONS

<u>BUSINESS</u>	<u>CLASSIFICATION</u>
1. Apparel	Clothing Retail
2. Hobby & Crafts	Hobby & Craft Retail
3. Shoes	Shoe Retail
4. Apparel	Clothing Retail
5. Cosmetics	Beauty Retail
6. Quick Serve	Prepared Food Retail
7. Specialty Store	Specialty Retail
8. Salon	Service Retail
9. Apparel	Clothing Retail
10. Specialty Store	Specialty Retail
11. Quick Serve	Prepared Food Retail
12. Salon	Service Retail
13. Restaurant	Prepared Food Retail
14. Service/Fitness	Service Retail
15. Lodging	Extended Stay and hotel

EXHIBIT H

REDEVELOPMENT CONTRACT AMENDMENT

AMENDMENT TO REDEVELOPMENT CONTRACT Amendment No. #1

This Amendment to Redevelopment Contract (this "Amendment") is made and entered into as of the _____ day of _____, 202_, by and between the Community Redevelopment Authority of the City of Alliance, Nebraska ("Authority"), and 385 Apartments, LLC, a Nebraska limited liability company ("Redeveloper").

RECITALS

WHEREAS, Authority, Redeveloper and City of Alliance entered into a Redevelopment Contract, dated as of _____, 2023, (the "Contract");

WHEREAS, the Contract intended to implement the redevelopment plan for the Heartland Flats Mall and Apartment Project (the "Redevelopment Plan") to provide for the redevelopment of lots and lands located in a blighted and substandard area of the City of Alliance, Nebraska (the "City");

WHEREAS, in order to assist in the financing of the Redevelopment Project described in the Redevelopment Plan, the Contract provides for an amendment thereto; and

WHEREAS, pursuant to Section 3.01 of the Contract the parties desire to amend the Contract on the terms set forth herein and this Amendment shall constitute a "Redevelopment Contract Amendment" as defined in the Contract.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, Authority and Redeveloper do hereby agree to amend the Contract as follows:

1. Definitions. All capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings ascribed to such terms in the Contract.

2. Amendment.

a) Lots. This new Amendment shall include the following Lot:

Lot 4A, Holsten Replat of Lots One, Two and Three Holsten Addition to the City of Alliance, Box Butte County, Nebraska

(b) Effective Date. The effective date of the Amendment shall be January 1, 202_.

(c) Division Date. The Division Date (the "Division Date") shall mean the effective date for purposes of dividing taxes pursuant to Section 18-2147 of the Nebraska

Community Development Law. The Division Date shall be January 1, 202_ ; and a proposed form of the "Notice to Divide Tax for Community Redevelopment Project" is attached hereto as Exhibit A and incorporated herein by this reference. For purposes of the Notice to Divide Tax for Community Redevelopment Project, the calendar year in which the division of real property tax becomes effective shall be the year of the Division Date.

(d) Base Value Year. The base value year shall be 202_ . For purposes of the Notice to Divide Tax for Community Redevelopment Project, the Base value Year shall be the year defined in this Section 2 (d).

3. Requirement to File Notice to Divide Tax for Community Redevelopment Project. The Authority shall execute and file with the Box Butte County Assessor a signed original of the Notice to Divide Tax for Community Redevelopment Project, substantially in the form set forth in Exhibit A, attached hereto, prior to August 1, 202_ . [This date shall be the August 1 following the Division Date described in Section 2 (c) hereof.]

4. Miscellaneous Provisions.

(a) Effectiveness. This Amendment shall become effective when and only when counterparts of this Amendment have been duly executed by both Authority and Redeveloper.

(b) Ratification of Contract. Except as amended by this Amendment, the Contract shall remain in full force and effect and is hereby ratified and confirmed in all respects. Each party acknowledges and agrees to all terms of the Contract, as the same are amended by this Amendment, and makes and restates each representation and warranty set forth therein as if made on the date of this Amendment.

IN WITNESS WHEREOF, Authority and Redeveloper have signed this Amendment to Redevelopment Contract as of the date and year first above written.

ATTEST:

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
ALLIANCE, NEBRASKA

Secretary

By: _____
Chairman

385 APARTMENTS, LLC

By: _____
Manager

STATE OF NEBRASKA)
) SS
COUNTY OF BOX BUTTE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022 by _____ and _____, Chairman and Secretary, respectively, of the Community Redevelopment Authority of the City of Alliance, Nebraska, on behalf of the Authority.

Notary Public

STATE OF NEBRASKA)
) SS
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by _____ of 385 Apartments, LLC on behalf of the limited liability company.

Notary Public

EXHIBIT A

Notice to Divide Tax for Community Redevelopment Project

[TO BE ATTACHED]



Building the Best Hometown in America®

City of Alliance Application for City Board

Please return your completed Application to the City Clerk's Office, 324 Laramie Avenue. Applications are kept on file for 18 months unless reactivated by you. Thank you for your interest in serving your neighbors and aiding us with "Building the Best Hometown in America."®

Name: Aimee Otto Home/Work Number: (308) 760-7071

Email Address: aimeeotto1@gmail.com Cell phone Number: (308) 760-7071

Address: 1203 Box Butte Ave, Alliance, NE 69301

Employer: Dave's Pharmacy

I am available to serve my community and would prefer to serve on the following Boards:

- 1) Library Board
- 2) Library Foundation Board

Please briefly state why you would like to serve on a City Board:

I would like to renew my seat on the Library and Library Foundation Boards because I believe our public library offers benefits to citizens of every age in our community. An early love for reading fosters lifetime learners and I want to help ensure this essential service stays available to everyone, now and for years to come.

Please list below any previous civic and voluntary memberships and responsibilities, and/or background and interests relating to the preferred Boards:

I have served on the library boards before and am currently on both. I have also served on other boards in the past, including the BBGH Foundation Board, Hospice Advisory Board, & St. Agnes Parents Inc. Board. I was a member of AHS Booster Club and served as chairman for multiple SAA fundraisers, & volunteered at SAA, Holy Rosary church, and the Community Table.

Please list two personal references we may contact on your behalf:

Name: Ellen Lierk Name: Janelle Rolls

Address: 3101 Lakefield Drive, Alliance, NE 69301 Address: 2130 Gretchen Ct. Alliance, NE 69301

Phone: (308) 760-0309 Phone: (308) 760-3255

Email: ellenlierk@gmail.com Email: jjrolls64@gmail.com

In applying for appointment, I understand the City Council or designated Staff may make inquiries in the community pertinent to my appointment. I also understand this application does not guarantee an appointment to a City Board.

Signature: Aimee Otto Date: 12/12/2022

City of Alliance Goals

Build Excellence Through Warm Communication and Genuine Alliances * Create a Fun Place to Live, Work and Play * Construct Homes and Develop Neighborhoods * Celebrate and Relax In Our Positive and Friendly Hometown * Promote a Strong and Vibrant Community

Current Board Members and Vacancies

<u>Board</u>	<u>Name</u>	<u>Term Expires</u>
Board of Adjustment	Kelsey Turman	12/31/2023
	Samantha Jackson	12/31/2023
	Evan Mehne	12/31/2024
	Chris Mundt	12/31/2024
	Vacant	12/31/2025
	Vacant	12/31/2025
Board of Health	Seth Sorensen	12/31/2023
	Mike Dafney	12/31/2023
	Philip Lukens	12/31/2023
	Brian Mischnick	12/31/2023
	Jessica Ott	12/31/2023
City Council	Brian Mischnick	12/1/2024
	John McGhehey	12/1/2024
	Mike Dafney	12/1/2026
	Mara Andersen	12/1/2026
	Tearza Mashburn	12/1/2026
Civil Service Commission	Gordon Hoff	9/30/2023
	Rocky Bell	9/30/2025
	Susan Cummings	9/30/2027
Community Redevelopment Authority	Sean Ridgweay	1/31/2023
	Lori Mazanec	1/31/2024
	Jess Wimmer	1/31/2025
	Shauna Smith	1/31/2026
	Chris Mischnick	1/31/2027
EDP Application Review	Richard Robb	6/30/2023
	Vacant	6/30/2023
	Serena Bremer	6/30/2025
	Vacant	6/30/2026

	Vacant	6/30/2026
EDP Citizen Advisory	Maverick Churchill	12/31/2023
	Kody Wolf	12/31/2023
	Gary Goodell	12/31/2024
	Lori Mazanec	12/31/2024
	Tim Garwood	12/31/2024
Golf Advisory	Sue Williams	12/31/2024
	Tara Minnick (Women's Association President)	12/31/2024
	David Jensen	12/31/2024
	Michael Sautter	12/31/2024
	Michael Stevens (Men's Association President)	12/31/2025
Housing Authority	Leann Placek	12/31/2022
	Denice Clark	12/31/2023
	Victor Sanchez	12/31/2024
	Jessica Dean	12/31/2025
	Mary Ohrtman	12/31/2026
Library	Maxine Anderson	6/30/2023
	Wally Seiler	6/30/2024
	Travis O'Gorman	6/30/2024
	Donna Frisch	6/30/2026
	Vacant	6/30/2026
Library (Ex-officio Members)	Vacant	6/30/2024
	Vacant	6/30/2024
Museum	Marlene Mischnick	5/31/2024
	Gail McMurtrey	5/31/2024
	Gail Burke	5/31/2025
	Terry Christensen	5/31/2025
	Lori Curtiss	5/31/2025
	Florence Nikens	5/31/2026
	Terry Weisgerber	5/31/2026

	Sally Hansen	5/31/2027
	Vacant	5/31/2027
Planning Commission & Airport Zoning	Howard Jensen	12/31/2023
	Raymond Hielscher	12/31/2023
	Wayne Davis	12/31/2024
	Evan Mehne	12/31/2024
	Brent Ferguson	12/31/2024
	Donna Giger (Alternate)	12/31/2024
	Vickie Stetson-Mattox	12/31/2025
	Richard Arndt	12/31/2025
	Vacant	12/31/2025
Senior Facility Advisory Board	Leah King	2/28/2023
	Donna McGowen	2/28/2023
	Kody Wolf	2/28/2024
	Vacant	2/28/2025
	Vacant	2/28/2025