



Building the Best Hometown in America®

**ALLIANCE, NEBRASKA
CITY COUNCIL MEETING
Alliance Learning Center
1750 Sweetwater Avenue
November 15, 2022 – 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
Resolution No. 22-89 – SCS Support Services at Alliance Landfill
Resolution No. 22-90 – Airport Building No. 3209 Lease Approval
Resolution No. 22-91 – Airport Building No. 304 Lease Approval
Resolution No. 22-92 – Year End Street Superintendent Certification
Resolution No. 22-93 – Clean-up Grant Application to The U.S. Environmental Protection Agency

B. Proclamation – Small Business Saturday - November 26, 2022

**C. Public Hearing – Rezone Application of Jirdon Agrichemical Inc.
Ordinance No. 2949**

Now is the date, time, and place to conduct a Public Hearing on a request of Jirdon Agrichemical Inc. to rezone an 11.11 Acre Tract of Land Situated in The Southwest Quarter of Section 26, Township 25 North, Range 48 West of The 6th Principal Meridian, Box Butte County, Nebraska, addressed 1630 West 10th Street. The proposed rezone of said described land is from Ag, Agriculture Zoning to C-3, Heavy Commercial Zoning.

The Alliance Planning Commission reviewed the application at their November 8th meeting and has recommended approval. Ordinance No. 2949 is before Council on first reading and will approve the rezone.

D. Ordinance No. 2950 – Alliance Heartland Flats Enhanced Employment Area Tax Approval

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. Before Council on first reading is Ordinance No. 2950 which will adopt 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.

E. Resolution No. 22-94 – Classification Plan Amendment Approval

Resolution No. 22-94 will authorize an amendment to the FY 2022-23 Classification Plan by adding an Administrative Secretary position within the Alliance Police Department.

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

F. Resolution No. 22-95 – 800Mhz Flash Code Purchase Approval

The Alliance Fire Department in the Emergency Management 2022-2023 capital budget requested \$135,300 for fire radio enhancement, specifically for the 800 MHZ flash code. This purchase will allow the fire department's Motorola APX radios to capture more of the radio's capabilities, enhancing day-to-day operations and mutual aid responses. The total project cost is \$105,461 with the Alliance Rural Fire District reimbursing the City 50% of the funds. Resolution No. 22-95 will approve the purchase.

G. Resolution No. 22-96 – Release of SkyView Golf Course

Even though the City of Alliance is the owner of record of land north of the airport road, comprising pasture land and the SkyView Golf Course, due to its inclusion in the Airport Layout Plan, it is necessary to pay the airport fair market value to have this property released from its obligation for purely airport purposes. Resolution No. 22-96 authorizes the payment to the airport fund and is one part of requesting that the Federal Aviation Administration release these properties from the airport's authority.

H. Resolution No. 22-97 – Alliance Parks Foundation Funding Approval

The Alliance Park Foundation has been working with holiday light companies to purchase a lighted fountain fixture to place on the pedestal of the iconic City fountain during the winter months. The Parks Foundation has requested the City partner in the purchase of the fixture. Resolution No. 22-97 will authorize up to \$7,000 be contributed to the purchase.

I. Resolution No. 22-98 – 2023 Health Insurance Renewal

Resolution No. 22-98 will approve the renewal contracts and rates with Regional Care, Inc. our third party administrator; Symetra our reinsurance carrier; and our other vendors of health services. This resolution also approves the premium rates to be paid by employees for calendar year 2023.

J. Resolution No. 22-99 – 2023 Health Plan Amendments

Resolution No. 22-99 authorizes amendments to the City's health insurance plan.

K. Board Appointments

The City is in receipt of the following board applications:

Kelsey Turman – Board of Adjustment – Term expiration: December 31, 2023

Sam Jackson – Board of Adjustment – Term expiration: December 31, 2023

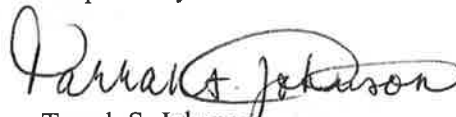
Evan Mehne – Board of Adjustment – Term expiration: December 31, 2024

Vickie Stetson-Mattox – Planning Commission – Term expiration: December 31, 2025

Richard Arndt – Planning Commission – Term expiration: December 31, 2025

▪ **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.

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CONSENT CALENDAR – November 15, 2022

1. Approval: Minutes of the Regular Meeting, November 1, 2022.
2. Approval: Payroll for November 4, 2022 in the amount of \$341,535.68.
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; \$1,289,964.78.
4. Approval: Resolution No. 22-89 renews the agreement with SCS Engineers to provide environmental and solid waste support services to ensure compliance at the Alliance Landfill.
5. Approval: Resolution No. 22-90 approves the Lease Agreement with Terry Mahaffey and Kathleen Mahaffey for Building No. 3209 at the Alliance Municipal Airport.
6. Approval: Resolution No. 22-91 approves the Lease Agreement with Gary Tiensvold for Building No. 304 at the Alliance Municipal Airport.
7. Approval: Resolution No. 22-92 will certify the 2022 City Street Superintendent to the Nebraska Department of Transportation to qualify for the annual incentive payment.
8. Approval: Resolution No. 22-93 authorizes the City Manager to submit a grant application to the U.S. Environmental Protection Agency.

NOTE: Manager Sorensen and Finance Director Waggener have reviewed these expenditures and to the best of their knowledge confirms 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.

November 1, 2022

ALLIANCE CITY COUNCIL

REGULAR MEETING, TUESDAY, November 1, 2022

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

The Alliance City Council met in a Regular Meeting, November 1, 2022, at 7:00 p.m. in the Alliance Learning Center Community Meeting Room, 1750 Sweetwater Avenue, Alliance, Nebraska. A notice of meeting was published in the Alliance Times Herald on October 26, 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 delivered 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 November 1, 2022 regular meeting of the Alliance, Nebraska City Council at 7:00 p.m. Present were Mayor Dafney and Council members Mischnick, Bentley, Jones and McGhehey. Also present were City Attorney Hoelsing, City Manager Sorensen, Finance Director Waggener, City Treasurer Baker, 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 Bentley and seconded by Councilman McGhehey to approve the Consent Calendar as follows:

CONSENT CALENDAR – November 1, 2022

1. Approval: Minutes of the Regular Meeting, October 18, 2022.
2. Approval: Payroll for October 21, 2022 in the amount of \$258,627.61.
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; \$1,148,087.23.
4. For Your Information: Attached is a listing of Demand Checks which were generated over the last financial quarter ending September 30, 2022. The report lists checks that have been issued which are not expenses within the budget. These are primarily made up of fund

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transfers, meter deposit refunds, utility overpayments and an occasional check which was required to be reissued.

5. Approval: Resolution No. 22-87 authorizes the Dispatch Agreements with the Volunteer Hemingford Fire Department and Hemingford Rural Fire District as Box Butte County Sheriff's Department no longer provides dispatch services.

NOTE: Manager Sorensen and Finance Director Waggener have reviewed these expenditures and to the best of their knowledge confirms 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.

- Next item on the agenda for Council was Resolution No. 22-88 which authorizes the transfer of \$40,000 from Council Contingency to the Fire Department as a result of a donation.

The following information was provided to Council:

[The City Council, at their regular meeting on September 6, 2022, approved Resolution No. 22-59, accepting a generous donation from WESTCO for \$40,000 to the Alliance Fire Department. WESTCO did this to show their appreciation for the fire department's efforts during WESTCO fire that occurred on June 28, 2022.

The City accepted this donation during the latter part of budgeting process; however, no spending authority is available in the approved budget for the fire department to access the donation. Fire Chief Shoemaker requests council contingency of \$40,000 to be placed in GL# 01-37-37-45-544, Small Tools and Equipment. This approval will give the fire department the ability to purchase replacement equipment and other small items that were not part of this year's regular operating budget.]

A motion was made by Councilman Jones, seconded by Councilman Bentley to approve Resolution No. 22-88 which follows in its entirety:

RESOLUTION NO. 22-88

WHEREAS, WESTCO of Alliance, NE donated Forty Thousand Dollars and No/100ths (\$40,000) to the Alliance Fire Department; and

WHEREAS, The Alliance City Council accepted this donation following the budget process making no spending authority available in the approved Fire Department budget to access the donated funds; and

WHEREAS, The Alliance Fire Department would like use of the funds in order to replace equipment and other items in the FY 2022-23 operating budget; and

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WHEREAS, Council Contingency has budget authority for FY 2022-23 to transfer Forty Thousand Dollars and No/100ths (\$40,000) to the Fire Department operating budget, Small Tools, Equipment (GL# 01-37-37-45-544); and

WHEREAS, The City Council believes this to be in the best interest of the City so the Fire Department can access the donated funds; and

WHEREAS, Forty Thousand Dollars and No/100ths (\$40,000) will be transferred from Council Contingency (GL# 01-10-10-47-791) to the Fire Department's Small Tools, Equipment (GL# 01-37-37-45-544).

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Alliance, Nebraska, that the use of Forty Thousand Dollars and No/100ths (\$40,000) Council Contingency Funds is hereby authorized.

BE IT FURTHER RESOLVED that budget authority is being transferred from Council Contingency (GL #01-10-10-47-791) to Small Tools, Equipment (GL #01-37-37-45-544) in the amount of Forty Thousand Dollars and No/100ths (\$40,000).

Roll call vote with the following results:

Voting Aye: Dafney, Mischnick, Jones, Bentley, and McGhehey.

Voting Nay: None.

Motion carried.

- The presentation and acceptance of the Fourth Quarter Financial Statement was next before Council.

Finance Director Waggener and City Treasurer Baker presented and reviewed the Fourth Quarter Financial Report and Dashboards to Council.

A motion was made by Councilman Bentley, seconded by Councilman Jones to accept the Fourth Quarter Financial Report.

Roll call with the following results:

Voting Aye: Dafney, Mischnick, Jones, Bentley, McGhehey.

Voting Nay: None.

Motion carried.

There being no further business before Council, Mayor Dafney adjourned the meeting at 7:27 p.m.

Roll call with the following results:

Voting Aye: Dafney, Mischnick, Jones, Bentley, McGhehey.

Voting Nay: None.

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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.

COUNCIL PROCEEDINGS

The Alliance, Nebraska City Council met in a Regular Meeting on Tuesday, November 1, 2022 at 7:00 p.m. Present were Council Members Dafney, Mischnick, Jones, Bentley, and McGhehey.

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

1. Approved the Consent Calendar. Ayes: All. Motion carried.
2. Passed Resolution No. 22-88 authorizing the transfer of Council Contingency funds to the Fire Department's small tools and equipment budget in the amount of \$40,000.00. Ayes: All. Motion carried.
3. Accepted the Fourth Quarter Financial Statement as presented to Council by Finance Director Waggener and City Treasurer Baker. Ayes: All. Motion carried.

Meeting adjourned at 7:27 p.m.

Mike Dafney, Mayor

Attest: _____
Tarah S. Johnson, City Clerk

PAYROLL COSTS TO BE REPORTED TO COUNCIL

PAY DATE: 11/4/2022

GROSS PAYROLL

\$ 226,884.75

(GET FROM SINGLE LINE SUMMARY REPORT)

EMPLOYER COSTS

(GET FROM BENEFITS REGISTER REPORT)

FICA	\$ 12,682.27
MEDICARE	\$ 3,144.26
POLICE PENSION - PRINCIPAL	\$ 2,639.13
FIRE PENSION - PRINCIPAL	\$ 1,308.58
GENERAL PENSION - PRINCIPAL	\$ 7,088.60
ICMA CITY MANAGER PENSION	\$ 323.09
H S A SANDHILLS STATE BANK	\$ 6,545.00
HEALTH/LIFE INSURANCE - HEALTH FUND	\$ 80,920.00
TOTAL BENEFITS	\$ 114,650.93

TOTAL PAYROLL COSTS

\$ 341,535.68

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					
01-0000-23321 Sales Tax Payable	General Fund				
NE DEPT OF REVENUE - SALES	SALES & USE TAX - CARHENG	CARHENG 1	11/04/2022	11.26	
01-0000-23321 Sales Tax Payable	General Fund				
NE DEPT OF REVENUE - SALES	SALES & USE TAX - ADMIN	OCT-22	11/04/2022	13.35	
Total :				24.61	
Total :				24.61	
01-10-10-43-335 Other Technical Services	General Fund	City Council	City Council		
M29 TECHNOLOGY AND DESIGN	MONTHLY MAINTENANCE	46210	11/01/2022	100.00	
Total City Council:				100.00	
Total City Council:				100.00	
01-11-11-44-436 Mail, Delivery Services	General Fund	City Administration	City Administration		
QUADIENT FINANCE USA INC	POSTAGE	149681	10/01/2022	22.74	11/09/2022
01-11-11-44-451 Telephone Line Expense	General Fund	City Administration	City Administration		
ALLO COMMUNICATIONS LLC	308-762-5400 CITY MANAGER	149674	10/24/2022	111.02	
01-11-11-44-452 Long Distance Expense	General Fund	City Administration	City Administration		
ALLO COMMUNICATIONS LLC	308-762-5400 CITY MANAGER 2	149674	10/24/2022	2.53	
01-11-11-45-511 Office Supplies	General Fund	City Administration	City Administration		
NE SECRY STATE NOTARY DIVISIO	NOTARY RENEWAL - KELLER	KELLER 2022	10/05/2022	30.00	11/02/2022
01-11-11-45-511 Office Supplies	General Fund	City Administration	City Administration		
QUILL CORPORATION	SUPPLIES	28264759	10/11/2022	398.04	
01-11-11-45-513 Copy Machine Supplies	General Fund	City Administration	City Administration		
COPIER CONNECTION, INC.	COPIER CONTRACT	19411	10/26/2022	137.91	
Total City Administration:				702.24	
Total City Administration:				702.24	
01-31-31-43-379 Other Contract Operating Svcs	General Fund	Police Administration	Police Department		
MARK LEGRAND BROOKS	CALEA Accreditation Consultation Fee	0000005	10/31/2022	4,000.00	
01-31-31-44-441 Electricity	General Fund	Police Administration	Police Department		
COA UTILITIES	ELECTRIC	104442	11/07/2022	79.31	
01-31-31-44-442 Water-Sewer	General Fund	Police Administration	Police Department		
COA UTILITIES	WATER / SEWER	104442	11/07/2022	72.56	
01-31-31-44-443 Refuse	General Fund	Police Administration	Police Department		
COA UTILITIES	REFUSE	104442	11/07/2022	19.32	
01-31-31-44-483 NRCNTSVC-Building Public Wrks	General Fund	Police Administration	Police Department		
CULLIGAN WATER CONDITIONING	COOLER RENTAL	149678	10/25/2022	23.95	
01-31-31-44-483 NRCNTSVC-Building Public Wrks	General Fund	Police Administration	Police Department		
C & J LAWN	WEEKLY LAWN SERVICE ANNEX BL	2161	10/28/2022	40.00	
01-31-31-45-551 Fuel,Oil,Lube-Veh,Mach,Equip	General Fund	Police Administration	Police Department		
VOYAGER FLEET SYSTEMS INC	FUEL	149700	11/01/2022	178.47	
Total Police Administration:				4,413.61	
01-31-32-43-379 Other Contract Operating Svcs	General Fund	Police Operations	Police Department		
BOX BUTTE GENERAL HOSPITAL	ANNUAL RADIO TOWER LEASE	5911	11/03/2022	1,200.00	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date Net Invoice Amount	Date Paid
01-31-32-43-379 Other Contract Operating Svcs	General Fund	Police Operations	Police Department	
RED BEARD GARAGE	APD TOWS	7092	10/28/2022 175.00	
01-31-32-43-379 Other Contract Operating Svcs	General Fund	Police Operations	Police Department	
RED BEARD GARAGE	APD TOWS	7067	10/25/2022 225.00	
01-31-32-43-379 Other Contract Operating Svcs	General Fund	Police Operations	Police Department	
RED BEARD GARAGE	APD TOWS	7091	10/28/2022 175.00	
01-31-32-44-464 PMCNTSVC-Vehicle Repair	General Fund	Police Operations	Police Department	
DARREN'S CARQUEST AUTO PART	PARTS	2723-441940	10/28/2022 22.55	
01-31-32-44-464 PMCNTSVC-Vehicle Repair	General Fund	Police Operations	Police Department	
DARREN'S CARQUEST AUTO PART	BATTERIES	2723-441941	10/28/2022 194.95	
01-31-32-44-482 NRCNTSVC-Vehicle Repair Mtc	General Fund	Police Operations	Police Department	
ALLIANCE MOTORS UNLIMITED, IN	BATTERY	65335	10/26/2022 291.59	
01-31-32-44-482 NRCNTSVC-Vehicle Repair Mtc	General Fund	Police Operations	Police Department	
ALLIANCE MOTORS UNLIMITED, IN	INV#65346 #123	65346	10/27/2022 916.11	
01-31-32-44-482 NRCNTSVC-Vehicle Repair Mtc	General Fund	Police Operations	Police Department	
ALLIANCE MOTORS UNLIMITED, IN	BRAKE REPAIR	65175	10/24/2022 443.98	
01-31-32-44-482 NRCNTSVC-Vehicle Repair Mtc	General Fund	Police Operations	Police Department	
ALLIANCE MOTORS UNLIMITED, IN	SPARE TIRE	65304	10/24/2022 150.00	
01-31-32-44-482 NRCNTSVC-Vehicle Repair Mtc	General Fund	Police Operations	Police Department	
ALLIANCE MOTORS UNLIMITED, IN	SPARE TIRE	65305	10/24/2022 150.00	
01-31-32-44-482 NRCNTSVC-Vehicle Repair Mtc	General Fund	Police Operations	Police Department	
COVER-JONES MOTOR COMPANY	PARTS AND SERVICE	45065	10/07/2022 280.82	
01-31-32-44-482 NRCNTSVC-Vehicle Repair Mtc	General Fund	Police Operations	Police Department	
ANGELICA'S GROOMING	ZEUS GROOMING	51955195	11/01/2022 70.00	
01-31-32-44-483 NRCNTSVC-Building Public Wrks	General Fund	Police Operations	Police Department	
FARIS PLUMBING & HEATING	FIXED DRAINING TOILET	18114LCJRJF	11/04/2022 507.60	
01-31-32-45-522 Investigation Supplies	General Fund	Police Operations	Police Department	
NEBRASKA TOTAL OFFICE	EVIDENCE SUPPLIES	0119716-001	10/25/2022 24.73	
01-31-32-45-531 Uniforms	General Fund	Police Operations	Police Department	
KINSCO LLC	UNIFORMS	0011734-0	10/17/2022 484.93	
01-31-32-45-531 Uniforms	General Fund	Police Operations	Police Department	
KINSCO LLC	UNIFORMS	0011640-0	10/17/2022 319.96	
01-31-32-45-544 Small Tools, Equipment	General Fund	Police Operations	Police Department	
FARM PLAN	SMALL TOOLS/EQUIP	51064138	11/04/2022 41.94	
01-31-32-45-544 Small Tools, Equipment	General Fund	Police Operations	Police Department	
AMAZON.COM LLC	SMALL TOOLS/EQUIPMENT	1NKL-FCQX-V	10/30/2022 40.93	
01-31-32-45-544 Small Tools, Equipment	General Fund	Police Operations	Police Department	
CARTER'S HOME HARDWARE & AP	KEY	16920/1	10/25/2022 2.99	
01-31-32-45-551 Fuel,Oil,Lube-Veh,Mach,Equip	General Fund	Police Operations	Police Department	
VOYAGER FLEET SYSTEMS INC	FUEL	149700	11/01/2022 3,360.59	
01-31-32-45-558 Tires-Vehicle, Equipment	General Fund	Police Operations	Police Department	
WESTCO	Tire Repair/ Replacement	149296	10/18/2022 1,086.51	
01-31-32-45-563 Cleaning Supplies	General Fund	Police Operations	Police Department	
IDEAL LINEN INC	MOPS AND MATS	11145690	11/07/2022 36.50	
01-31-32-45-563 Cleaning Supplies	General Fund	Police Operations	Police Department	
IDEAL LINEN INC	MOPS AND MATS	11143751	10/24/2022 36.50	
01-31-32-59-950 Capital Outlay-Mach, Equip	General Fund	Police Operations	Police Department	
BORDER STATES ELECTRIC SUPPL	PORTABLE CORD	925074763	10/05/2022 281.63	
01-31-32-59-950 Capital Outlay-Mach, Equip	General Fund	Police Operations	Police Department	
BORDER STATES ELECTRIC SUPPL	PORTABLE CORD	925117348	10/12/2022 316.83	
01-31-32-59-950 Capital Outlay-Mach, Equip	General Fund	Police Operations	Police Department	
INA ALERT INC	SURVEILLANCE CAMERAS / HALO	13283	11/03/2022 77,125.25	
01-31-32-59-950 Capital Outlay-Mach, Equip	General Fund	Police Operations	Police Department	
METROHM USA INC	Quote #: QUO-80431-K2R4Q1	281-58008587	11/07/2022 14,043.50	
01-31-32-59-960 Capital Outlay-Vehicles	General Fund	Police Operations	Police Department	
L-TRON CORPORATION	Computer Stands / E-Citation Printers	679179	10/27/2022 4,629.78	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
Total Police Operations:				106,635.17	
01-31-33-43-379 Other Contract Operating Svcs	General Fund	Police Support Services	Police Department		
ACTION COMMUNICATION INC	SERVICE CALL	23218	10/14/2022	610.00	
01-31-33-44-436 Mail, Delivery Services	General Fund	Police Support Services	Police Department		
QUADIENT FINANCE USA INC	POSTAGE	149681	10/01/2022	3.72	11/09/2022
01-31-33-44-441 Electricity	General Fund	Police Support Services	Police Department		
BOX BUTTE COUNTY SHERIFF	APD ELECTRIC	149677	09/09/2022	1,289.58	
01-31-33-44-442 Water-Sewer	General Fund	Police Support Services	Police Department		
BOX BUTTE COUNTY SHERIFF	APD WATER/SEWER	149677	09/09/2022	60.02	
01-31-33-44-443 Refuse	General Fund	Police Support Services	Police Department		
BOX BUTTE COUNTY SHERIFF	APD REFUSE	149677	09/09/2022	57.08	
01-31-33-44-451 Telephone Line Expense	General Fund	Police Support Services	Police Department		
QWEST - SEATTLE	308-762-4955	149697	10/25/2022	275.80	
01-31-33-44-452 Long Distance Expense	General Fund	Police Support Services	Police Department		
QWEST - PHOENIX	65908409	612882513	10/20/2022	52.30	
01-31-33-45-541 Office Furniture, Equipment	General Fund	Police Support Services	Police Department		
AMAZON.COM LLC	EQUIPMENT	14GD-TQ9F-C	10/31/2022	186.22	
01-31-33-45-543 Office Machinery, Equip Parts	General Fund	Police Support Services	Police Department		
NEBRASKA TOTAL OFFICE	OFFICE SUPPLIES	0119794-001	10/31/2022	53.49	
01-31-33-45-543 Office Machinery, Equip Parts	General Fund	Police Support Services	Police Department		
NEBRASKA TOTAL OFFICE	OFFICE SUPPLIES	0119825-001	11/02/2022	6.93	
01-31-33-45-543 Office Machinery, Equip Parts	General Fund	Police Support Services	Police Department		
QUILL CORPORATION	OFFICE SUPPLIES	28586530	10/25/2022	183.78	
Total Police Support Services:				2,778.92	
01-31-34-44-451 Telephone Line Expense	General Fund	Animal Control	Police Department		
ALLO COMMUNICATIONS LLC	308-762-1761 ANIMAL SHELTER	149674	10/24/2022	36.73	
01-31-34-44-457 Internet Operating Expense	General Fund	Animal Control	Police Department		
ALLO COMMUNICATIONS LLC	308-761-2506 INTERNET	149674	10/24/2022	60.00	
01-31-34-45-526 Other Supplies	General Fund	Animal Control	Police Department		
FARM PLAN	SUPPLIES	51060336	10/25/2022	34.16	
01-31-34-45-551 Fuel,Oil,Lube-Veh,Mach,Equip	General Fund	Animal Control	Police Department		
VOYAGER FLEET SYSTEMS INC	FUEL	149700	11/01/2022	123.66	
Total Animal Control:				254.55	
Total Police Department:				114,082.25	
01-37-37-44-436 Mail, Delivery Services	General Fund	Firefighting	Fire Department		
QUADIENT FINANCE USA INC	POSTAGE	149681	10/01/2022	16.56	11/09/2022
01-37-37-44-451 Telephone Line Expense	General Fund	Firefighting	Fire Department		
ALLO COMMUNICATIONS LLC	308-762-5400 FIRE	149674	10/24/2022	11.62	
01-37-37-44-451 Telephone Line Expense	General Fund	Firefighting	Fire Department		
ALLO COMMUNICATIONS LLC	308-762-2151 FIRE HALL	149674	10/24/2022	77.35	
01-37-37-44-452 Long Distance Expense	General Fund	Firefighting	Fire Department		
ALLO COMMUNICATIONS LLC	308-762-5400 FIRE 2	149674	10/24/2022	1.31	
01-37-37-44-479 CNTSVC Other	General Fund	Firefighting	Fire Department		
IDEAL LINEN INC	MOPS AND TOWELS	11144491	10/27/2022	41.34	
01-37-37-44-484 NRCNTSVC-Communication Equi	General Fund	Firefighting	Fire Department		
ACTION COMMUNICATION INC	SERVICE CALL	23221	10/20/2022	505.00	
01-37-37-45-551 Fuel,Oil,Lube-Veh,Mach,Equip	General Fund	Firefighting	Fire Department		
VOYAGER FLEET SYSTEMS INC	FUEL	149700	11/01/2022	333.82	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
Total Firefighting:				987.00	
01-37-38-43-375 EMS Billing Services	General Fund	Ambulance	Fire Department		
QUICK MED CLAIMS LLC	EMS BILLING SERVICES	INV25024	10/31/2022	3,882.60	
01-37-38-43-379 Other Contract Operating Svcs	General Fund	Ambulance	Fire Department		
BOX BUTTE GENERAL HOSPITAL	ANNUAL RADIO TOWER LEASE	5911	11/03/2022	600.00	
01-37-38-45-521 Medical Supplies	General Fund	Ambulance	Fire Department		
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	94735924	10/25/2022	207.99	
01-37-38-45-551 Fuel,Oil,Lube-Veh,Mach,Equip	General Fund	Ambulance	Fire Department		
VOYAGER FLEET SYSTEMS INC	FUEL	149700	11/01/2022	310.23	
01-37-38-45-556 Parts-Vehicle, Mach, Equip	General Fund	Ambulance	Fire Department		
COVER-JONES MOTOR COMPANY	PARTS	143672	11/02/2022	58.41	
Total Ambulance:				5,059.23	
Total Fire Department:				6,046.23	
01-41-44-44-486 NRCNTSVC-Veh, Equip, Tire Rep	General Fund	Facility Maintenance	Public Works		
WESTCO	TIRE REPAIR	149550	10/31/2022	18.00	
01-41-44-45-551 Fuel,Oil,Lube-Veh,Mach,Equip	General Fund	Facility Maintenance	Public Works		
VOYAGER FLEET SYSTEMS INC	FUEL	149700	11/01/2022	165.03	
Total Facility Maintenance:				183.03	
01-41-46-44-451 Telephone Line Expense	General Fund	Municipal Building	Public Works		
ALLO COMMUNICATIONS LLC	308-762-5400 MUNICIPAL BUILDING	149674	10/24/2022	11.62	
01-41-46-45-561 Bldg Maintenance Material	General Fund	Municipal Building	Public Works		
IDEAL LINEN INC	MOPS AND MATS	11143763	10/24/2022	133.94	
01-41-46-45-563 Cleaning Supplies	General Fund	Municipal Building	Public Works		
IDEAL LINEN INC	MOPS AND MATS	11139848	09/26/2022	133.94	
01-41-46-59-915 Capital Outlay-Buildings	General Fund	Municipal Building	Public Works		
TWIN CITY ROOFING & SHEETMET	HAIL REPAIR AT SENIOR CENTER	149699	11/01/2022	45,170.00	
01-41-46-59-915 Capital Outlay-Buildings	General Fund	Municipal Building	Public Works		
TWIN CITY ROOFING & SHEETMET	HAIL REPAIR AT SENIOR CENTER	149699	11/01/2022	.55	
Total Municipal Building:				45,450.05	
Total Public Works:				45,633.08	
01-61-60-44-436 Mail, Delivery Services	General Fund	Community Development	Community Develop		
QUADIENT FINANCE USA INC	POSTAGE	149681	10/01/2022	4.71	11/09/2022
01-61-60-44-451 Telephone Line Expense	General Fund	Community Development	Community Develop		
ALLO COMMUNICATIONS LLC	308-762-5400 BUILDING AND ZONIN	149674	10/24/2022	23.23	
01-61-60-44-452 Long Distance Expense	General Fund	Community Development	Community Develop		
ALLO COMMUNICATIONS LLC	308-762-5400 BUILDING AND ZONIN	149674	10/24/2022	.51	
Total Community Development:				28.45	
01-61-62-45-551 Fuel,Oil,Lube-Veh,Mach,Equip	General Fund	Code Enforcement	Community Develop		
VOYAGER FLEET SYSTEMS INC	INSPECTION VEHICLE FUEL	149700	11/01/2022	70.59	
01-61-62-45-556 Equip Parts-Vehicle, Machine	General Fund	Code Enforcement	Community Develop		
COVER-JONES MOTOR COMPANY	VEHICLE REPAIR	44593	09/07/2022	1,000.00	
01-61-62-45-558 Tires-Vehicle, Equipment	General Fund	Code Enforcement	Community Develop		
COVER-JONES MOTOR COMPANY	VEHICLE REPAIR	44593	09/07/2022	.37	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
Total Code Enforcement:				1,070.96	
01-61-63-45-551 Fuel,Oil,Lube-Veh,Mach,Equip VOYAGER FLEET SYSTEMS INC	General Fund FUEL	Nuisance Abatement 149700	Community Develop 11/01/2022	41.22	
Total Nuisance Abatement:				41.22	
Total Community Development:				1,140.63	
01-71-71-43-371 Contract Grounds Maintenance ALL SEASONS LANDSCAPING LLC	General Fund LANDSCAPE MAINTENANCE	Parks 149689	Cultural and Leisure 11/02/2022	1,700.00	
01-71-71-44-421 Membership Dues NEBRASKA STATEWIDE ARBORET	General Fund MEMBERSHIP DUES	Parks 42687962855	Cultural and Leisure 10/28/2022	130.00	
01-71-71-44-436 Mail, Delivery Services QUADIENT FINANCE USA INC	General Fund POSTAGE	Parks 149681	Cultural and Leisure 10/01/2022	1.71	11/09/2022
01-71-71-44-441 Electricity COA UTILITIES	General Fund ELECTRIC	Parks 104442	Cultural and Leisure 11/07/2022	1,087.67	
01-71-71-44-442 Water-Sewer COA UTILITIES	General Fund WATER / SEWER	Parks 104442	Cultural and Leisure 11/07/2022	1,050.20	
01-71-71-44-443 Refuse COA UTILITIES	General Fund REFUSE	Parks 104442	Cultural and Leisure 11/07/2022	192.16	
01-71-71-44-451 Telephone Line Expense ALLO COMMUNICATIONS LLC	General Fund 308-762-5400 PARKS	Parks 149674	Cultural and Leisure 10/24/2022	11.62	
01-71-71-44-452 Long Distance Expense ALLO COMMUNICATIONS LLC	General Fund 308-762-5400 PARKS 2	Parks 149674	Cultural and Leisure 10/24/2022	.17	
01-71-71-45-526 Other Supplies FARM PLAN	General Fund OTHER SUPPLIES	Parks 51063332	Cultural and Leisure 11/02/2022	2.79	
01-71-71-45-526 Other Supplies FARM PLAN	General Fund OTHER SUPPLIES	Parks 51060233	Cultural and Leisure 10/24/2022	75.46	
01-71-71-45-526 Other Supplies FARM PLAN	General Fund OTHER SUPPLIES	Parks 51063368	Cultural and Leisure 11/02/2022	5.58	
01-71-71-45-544 Small Tools, Equipment FARM PLAN	General Fund SMALL TOOLS/EQUIP	Parks 51063143	Cultural and Leisure 11/01/2022	166.30	
01-71-71-45-551 Fuel,Oil,Lube-Veh,Mach,Equip DARREN'S CARQUEST AUTO PART	General Fund ANTIFREEZE	Parks 2723-441240	Cultural and Leisure 10/19/2022	263.52	
01-71-71-45-551 Fuel,Oil,Lube-Veh,Mach,Equip VOYAGER FLEET SYSTEMS INC	General Fund FLEET FUEL	Parks 149700	Cultural and Leisure 11/01/2022	319.48	
01-71-71-45-556 Parts-Vehicle, Mach, Equip DARREN'S CARQUEST AUTO PART	General Fund PARTS	Parks 2723-441840	Cultural and Leisure 10/27/2022	189.95	
01-71-71-46-675 Irrigation Material BERNIES ACE HARDWARE	General Fund IRRIGATION MATERIALS	Parks 268144	Cultural and Leisure 10/25/2022	20.72	
Total Parks:				5,217.33	
01-71-72-43-373 Contract Custodial Services LINDA L MUNDT	General Fund CUSTODIAL SERVICES	Senior Center 1093	Cultural and Leisure 10/27/2022	80.00	
01-71-72-44-441 Electricity COA UTILITIES	General Fund ELECTRIC	Senior Center 104442	Cultural and Leisure 11/07/2022	383.08	
01-71-72-44-442 Water-Sewer COA UTILITIES	General Fund WATER / SEWER	Senior Center 104442	Cultural and Leisure 11/07/2022	18.39	
01-71-72-44-443 Refuse COA UTILITIES	General Fund REFUSE	Senior Center 104442	Cultural and Leisure 11/07/2022	19.32	
01-71-72-44-451 Telephone Line Expense ALLO COMMUNICATIONS LLC	General Fund 308-762-1293 SENIOR CENTER	Senior Center 149674	Cultural and Leisure 10/24/2022	34.18	
01-71-72-44-457 Internet Operating Expense ALLO COMMUNICATIONS LLC	General Fund 308-762-1293 INTERNET	Senior Center 149674	Cultural and Leisure 10/24/2022	50.00	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
01-71-72-44-483 NRCNTSVC-Building Public Wrks PRESTO-X	General Fund PEST CONTROL	Senior Center 29106301	Cultural and Leisure 10/18/2022	299.10	
Total Senior Center:				884.07	
01-71-74-44-412 Machine, Equipment Rent CULLIGAN WATER CONDITIONING	General Fund COOLER RENTAL	Cemetery 149690	Cultural and Leisure 10/25/2022	9.00	
Total Cemetery:				9.00	
01-71-75-44-441 Electricity COA UTILITIES	General Fund ELECTRIC	Swimming Pool 104442	Cultural and Leisure 11/07/2022	96.27	
01-71-75-44-451 Telephone Line Expense QWEST - PHOENIX	General Fund 65909090	Swimming Pool 612883916	Cultural and Leisure 10/20/2022	12.15	
01-71-75-44-451 Telephone Line Expense QWEST - SEATTLE	General Fund 308-762-4028	Swimming Pool 149695	Cultural and Leisure 10/25/2022	131.62	
01-71-75-44-483 NRCNTSVC-Building Public Wrks 4TH STREET FENCING	General Fund CLEAN BOILER AT LIBRARY	Swimming Pool 149673	Cultural and Leisure 10/25/2022	250.00	
01-71-75-45-561 Bldg Maintenance Material CARTER'S HOME HARDWARE & AP	General Fund ADHESIVE SPREADER AND CARPE	Swimming Pool 16884/1	Cultural and Leisure 10/24/2022	9.99	
01-71-75-45-561 Bldg Maintenance Material CARTER'S HOME HARDWARE & AP	General Fund ADHESIVE SPREADER AND CARPE	Swimming Pool 16898/1	Cultural and Leisure 10/24/2022	5.96	
Total Swimming Pool:				505.99	
01-71-76-43-335 Other Technical Services PASTPERFECT SOFTWARE INC.	General Fund MUSEUM SUPPORT RENEWAL	Knight Museum 2022-36295	Cultural and Leisure 10/24/2022	432.00	
01-71-76-43-373 Contract Custodial Services A & J JANITORIAL LLC	General Fund JANITORIAL SERVICES	Knight Museum K2210	Cultural and Leisure 11/01/2022	895.00	
01-71-76-44-441 Electricity COA UTILITIES	General Fund ELECTRIC	Knight Museum 104442	Cultural and Leisure 11/07/2022	4,306.96	
01-71-76-44-442 Water-Sewer COA UTILITIES	General Fund WATER / SEWER	Knight Museum 104442	Cultural and Leisure 11/07/2022	9.25	
01-71-76-44-443 Refuse COA UTILITIES	General Fund REFUSE	Knight Museum 104442	Cultural and Leisure 11/07/2022	96.08	
01-71-76-44-451 Telephone Line Expense ALLO COMMUNICATIONS LLC	General Fund 308-762-2384 KNIGHT MUSEUM	Knight Museum 149674	Cultural and Leisure 10/24/2022	170.86	
01-71-76-44-452 Long Distance Expense ALLO COMMUNICATIONS LLC	General Fund 308-762-5400 MUSEUM	Knight Museum 149674	Cultural and Leisure 10/24/2022	5.61	
01-71-76-44-469 PMCNTSVC-Other CENTURY BUSINESS PRODUCTS	General Fund COPIER CONTRACT	Knight Museum 645542	Cultural and Leisure 10/26/2022	42.55	
01-71-76-44-479 CNTSVC Other CULLIGAN WATER CONDITIONING	General Fund WATER COOLER RENTAL	Knight Museum 149692	Cultural and Leisure 10/25/2022	26.00	
Total Knight Museum:				5,984.31	
01-71-77-43-373 Contract Custodial Services A & J JANITORIAL LLC	General Fund JANITORIAL SERVICES	Library L2210	Cultural and Leisure 11/01/2022	2,180.00	
01-71-77-44-436 Mail, Delivery Services QUADIENT FINANCE USA INC	General Fund POSTAGE	Library 149681	Cultural and Leisure 10/01/2022	46.77	11/09/2022
01-71-77-44-441 Electricity COA UTILITIES	General Fund ELECTRIC	Library 104442	Cultural and Leisure 11/07/2022	6,137.47	
01-71-77-44-442 Water-Sewer COA UTILITIES	General Fund WATER / SEWER	Library 104442	Cultural and Leisure 11/07/2022	221.58	
01-71-77-44-443 Refuse COA UTILITIES	General Fund REFUSE	Library 104442	Cultural and Leisure 11/07/2022	192.16	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
01-71-77-44-451 Telephone Line Expense	General Fund	Library	Cultural and Leisure		
ALLO COMMUNICATIONS LLC	308-762-1387 LIBRARY	149674	10/24/2022	170.86	
01-71-77-44-452 Long Distance Expense	General Fund	Library	Cultural and Leisure		
ALLO COMMUNICATIONS LLC	308-762-5400 LIBRARY	149674	10/24/2022	3.20	
01-71-77-45-526 Other Supplies	General Fund	Library	Cultural and Leisure		
CULLIGAN WATER CONDITIONING	WATER COOLER RENTAL	149691	10/25/2022	23.50	
01-71-77-45-561 Bldg Maintenance Material	General Fund	Library	Cultural and Leisure		
BLOEDORN LUMBER - ALLIANCE	BUILDING MAINTENANCE MATERIA	7262987	10/25/2022	7.02	
01-71-77-45-561 Bldg Maintenance Material	General Fund	Library	Cultural and Leisure		
NEBRASKA AIR FILTER INC	LIBRARY AIR FILTERS	0406404-IN	10/27/2022	1,243.86	
01-71-77-45-561 Bldg Maintenance Material	General Fund	Library	Cultural and Leisure		
CARTER'S HOME HARDWARE & AP	FLOORING ADHESIVE	16924/1	10/26/2022	22.98	
Total Library:				10,249.40	
01-71-78-44-441 Electricity	General Fund	Sallows Museum	Cultural and Leisure		
COA UTILITIES	ELECTRIC	104442	11/07/2022	164.32	
01-71-78-44-442 Water-Sewer	General Fund	Sallows Museum	Cultural and Leisure		
COA UTILITIES	WATER / SEWER	104442	11/07/2022	4.17	
01-71-78-44-451 Telephone Line Expense	General Fund	Sallows Museum	Cultural and Leisure		
ALLO COMMUNICATIONS LLC	308-762-2385 SALLOWS MUSEUM	149674	10/24/2022	34.16	
01-71-78-44-479 CNTSVC Other	General Fund	Sallows Museum	Cultural and Leisure		
ALARM SECURITY TECHNICIANS	TROUBLESHOOT OFFLINE CAMER	017741	10/26/2022	85.00	
Total Sallows Museum:				287.65	
Total Cultural and Leisure Services:				23,137.75	
01-79-79-44-433 Other Advertising Services	General Fund	Marketing	Culture and Leisure		
EAGLE COMMUNICATIONS INC	ADVERTISING	MCC-1220840	08/31/2022	504.00	
01-79-79-44-433 Other Advertising Services	General Fund	Marketing	Culture and Leisure		
EAGLE COMMUNICATIONS INC	ADVERTISING	MCC-1220840	08/31/2022	260.00	
01-79-79-44-433 Other Advertising Services	General Fund	Marketing	Culture and Leisure		
EAGLE COMMUNICATIONS INC	ADVERTISING	MCC-1221041	10/31/2022	332.00	
01-79-79-44-433 Other Advertising Services	General Fund	Marketing	Culture and Leisure		
FLAGSHIP PUBLISHING INC	ADVERTISEMENT	25965	10/18/2022	400.00	
01-79-79-44-479 CNTSVC Other	General Fund	Marketing	Culture and Leisure		
PREMIER PYROTECHNICS, INC.	2023 Fireworks Display	0017984	11/07/2022	7,000.00	
Total Marketing:				8,496.00	
01-79-80-44-451 Telephone Line Expense	General Fund	Carhenge	Culture and Leisure		
QWEST - SEATTLE	308-762-3569	149696	10/25/2022	84.42	
01-79-80-46-626 Inventory Costs	General Fund	Carhenge	Culture and Leisure		
HART WORKS EMBROIDERY & SCR	GREY CARHENG T-SHIRTS	2789	10/06/2022	2,446.00	
01-79-80-46-626 Inventory Costs	General Fund	Carhenge	Culture and Leisure		
REGATTA APPAREL GROUP	BLACK SUNSET T-SHIRTS	1591	09/27/2022	5,451.39	
Total Carhenge:				7,981.81	
Total Culture and Leisure Services:				16,477.81	
Total General Fund:				207,344.60	
Electric Fund					
05-0000-07710 Merchandise Inventory	Electric Fund				
BELL LUMBER AND POLE COMPAN	Pole Wood 40' CIs 4	INV-013984	10/18/2022	52,192.46	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
05-0000-07710 Merchandise Inventory	Electric Fund				
BORDER STATES ELECTRIC SUPPL	LED 92 W STREETLIGHT FIXTURE	924875003	09/02/2022	10,978.20	
05-0000-07710 Merchandise Inventory	Electric Fund				
BORDER STATES ELECTRIC SUPPL	Pole Key Anchors Expand J4817	925117346	10/12/2022	1,270.39	
05-0000-07710 Merchandise Inventory	Electric Fund				
BORDER STATES ELECTRIC SUPPL	LED 92 W STREETLIGHT FIXTURE	925202270	10/26/2022	10,978.20	
05-0000-07710 Merchandise Inventory	Electric Fund				
CONTRACTORS MATERIALS INC	PAINT, GLASSES, UTILITY KNIFE	246715	10/14/2022	263.70	
05-0000-07710 Merchandise Inventory	Electric Fund				
CONTRACTORS MATERIALS INC	PAINT, UTILITY KNIFE	247062	11/04/2022	124.05	
05-0000-07710 Merchandise Inventory	Electric Fund				
DUTTON-LAINSON COMPANY	TRANS 37.5 KVA 120/240 CONV	V1058-7	10/24/2022	3,597.34	
05-0000-07710 Merchandise Inventory	Electric Fund				
DUTTON-LAINSON COMPANY	TRANS 37.5 KVA 120/240 CONV	V1058-6	10/14/2022	7,194.68	
05-0000-07710 Merchandise Inventory	Electric Fund				
IDEAL LINEN INC	TOWELS	458514	11/04/2022	107.68	
05-0000-07710 Merchandise Inventory	Electric Fund				
IDEAL LINEN INC	TOWELS	458514	11/04/2022	233.34	
05-0000-07710 Merchandise Inventory	Electric Fund				
IDEAL LINEN INC	LINERS	458514	11/04/2022	135.72	
05-0000-07710 Merchandise Inventory	Electric Fund				
IDEAL LINEN INC	LINERS	457144	10/07/2022	137.22	
05-0000-07710 Merchandise Inventory	Electric Fund				
IDEAL LINEN INC	DISINFECTANT	458514	11/04/2022	126.83	
05-0000-07710 Merchandise Inventory	Electric Fund				
IDEAL LINEN INC	CUSTODIAL SUPPLIES	458514	11/04/2022	32.55	
05-0000-07710 Merchandise Inventory	Electric Fund				
IDEAL LINEN INC	CUSTODIAL SUPPLIES	457787	10/21/2022	401.19	
05-0000-07710 Merchandise Inventory	Electric Fund				
IDEAL LINEN INC	HAND SOAP	458514	11/04/2022	78.43	
05-0000-07710 Merchandise Inventory	Electric Fund				
IDEAL LINEN INC	TOWELS	457144	10/07/2022	157.06	
05-0000-07710 Merchandise Inventory	Electric Fund				
IDEAL LINEN INC	CUSTODIAL SUPPLIES	458514	11/04/2022	159.18	
05-0000-07710 Merchandise Inventory	Electric Fund				
STUART C. IRBY CO	Compression Connector ITT WR815	S013233233.0	10/11/2022	106.46	
05-0000-07710 Merchandise Inventory	Electric Fund				
STUART C. IRBY CO	Cutout Brackets for Combos Macl J24	S013233233.0	10/10/2022	338.98	
05-0000-07710 Merchandise Inventory	Electric Fund				
STUART C. IRBY CO	Compression Connector ITT WR289	S013233233.0	10/11/2022	48.16	
05-0000-07710 Merchandise Inventory	Electric Fund				
WESCO DISTRIBUTION INC	11/0 deadend S.G	038204	10/20/2022	395.90	
05-0000-07710 Merchandise Inventory	Electric Fund				
WESCO DISTRIBUTION INC	Compression Connector ITT WR159	032279	10/11/2022	66.35	
05-0000-07710 Merchandise Inventory	Electric Fund				
WESCO DISTRIBUTION INC	Wire Bare Cop #4 Grnd (200'spl)	036598	10/18/2022	1,861.80	
05-0000-07710 Merchandise Inventory	Electric Fund				
WESCO DISTRIBUTION INC	Preform SG-4502 #4 Dead end	038204	10/20/2022	288.90	
05-0000-07710 Merchandise Inventory	Electric Fund				
WESCO DISTRIBUTION INC	Pin Insulators	032279	10/11/2022	1,571.61	
05-0000-23321 Sales Tax Payable	Electric Fund				
NE DEPT OF REVENUE - SALES	SALES & USE TAX - ELEC	OCT-22	11/04/2022	50,089.37	
Total :				142,935.75	
Total :				142,935.75	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
05-51-50-44-423 Database Subscriptions	Electric Fund	Administration	Utility Superintenden		
LANDIS+GYR TECHNOLOGY INC	MONTHLY FLAT FEE	90364989	10/17/2022	1,001.30	
05-51-50-44-451 Telephone Line Expense	Electric Fund	Administration	Utility Superintenden		
QWEST - PHOENIX	65908523	612877864	10/20/2022	5.60	
05-51-50-44-451 Telephone Line Expense	Electric Fund	Administration	Utility Superintenden		
QWEST - PHOENIX	65908899	612872720	10/20/2022	5.60	
05-51-50-44-451 Telephone Line Expense	Electric Fund	Administration	Utility Superintenden		
QWEST - PHOENIX	65908623	612882128	10/20/2022	4.14	
05-51-50-44-451 Telephone Line Expense	Electric Fund	Administration	Utility Superintenden		
QWEST - PHOENIX	65909176	612880786	10/20/2022	5.60	
05-51-50-44-451 Telephone Line Expense	Electric Fund	Administration	Utility Superintenden		
QWEST - SEATTLE	308-762-7939	149685	10/25/2022	82.11	
05-51-50-44-451 Telephone Line Expense	Electric Fund	Administration	Utility Superintenden		
QWEST - SEATTLE	308-762-1723	149687	10/25/2022	82.11	
05-51-50-44-451 Telephone Line Expense	Electric Fund	Administration	Utility Superintenden		
QWEST - SEATTLE	308-762-3388	149686	10/25/2022	82.11	
05-51-50-44-451 Telephone Line Expense	Electric Fund	Administration	Utility Superintenden		
QWEST - SEATTLE	308-762-7958	149684	10/25/2022	82.11	
05-51-50-44-452 Long Distance Expense	Electric Fund	Administration	Utility Superintenden		
ALLO COMMUNICATIONS LLC	308-762-5400 ELECTRIC	149674	10/24/2022	1.59	
05-51-50-44-488 Utility Locate Services	Electric Fund	Administration	Utility Superintenden		
ONE CALL CONCEPTS INC	LOCATES ELECTRIC	2100110	10/31/2022	38.79	
Total Administration:				1,391.06	
05-51-52-43-331 Professional Engineering Svcs	Electric Fund	Transmission	Utility Superintenden		
WEST PLAINS ENGINEERING INC.	SANDHILLS SOLAR FARM	BU22010-0010	10/28/2022	350.00	
05-51-52-43-331 Professional Engineering Svcs	Electric Fund	Transmission	Utility Superintenden		
WEST PLAINS ENGINEERING INC.	Professional Service Through October	BU22001-0010	10/28/2022	4,037.50	
05-51-52-46-691 Purchased Power-WAPA	Electric Fund	Transmission	Utility Superintenden		
MEAN	Purchased Power-WAPPA	303563	11/02/2022	83,046.27	
05-51-52-46-692 Purchased Power-Mean	Electric Fund	Transmission	Utility Superintenden		
MEAN	Purchased Power-MEAN	303563	11/02/2022	494,172.51	
05-51-52-46-692 Purchased Power-Mean	Electric Fund	Transmission	Utility Superintenden		
MEAN	Purchased Power-MEAN	303563	11/02/2022	12.66	
05-51-52-46-693 Purchased Power-Wind Gen	Electric Fund	Transmission	Utility Superintenden		
MEAN	Purchased Power-WIND	303563	11/02/2022	31,238.35	
Total Transmission:				612,857.29	
05-51-53-44-457 Internet Operating Expense	Electric Fund	Urban Distribution	Utility Superintenden		
ALLO COMMUNICATIONS LLC	308-762-1907 INTERNET-SCADA	149674	10/24/2022	903.65	
05-51-53-44-464 PMCNTSVC-Vehicle Repair	Electric Fund	Urban Distribution	Utility Superintenden		
COVER-JONES MOTOR COMPANY	VEHICLE PARTS	44550	09/02/2022	187.19	
05-51-53-44-492 NRCNTSVC-Electric Line Mtc	Electric Fund	Urban Distribution	Utility Superintenden		
TRIANGLE ELECTRIC INC	RELOCATE HOUSE KNOB	40080	10/20/2022	205.21	
05-51-53-44-492 NRCNTSVC-Electric Line Mtc	Electric Fund	Urban Distribution	Utility Superintenden		
TRIANGLE ELECTRIC INC	ANCHOR MAST	40119	10/24/2022	212.91	
05-51-53-45-531 Contracted Service-Uniforms	Electric Fund	Urban Distribution	Utility Superintenden		
SPECIAL STITCHES	EMBROIDERY	1498	11/07/2022	36.00	
05-51-53-45-532 Protective Gear	Electric Fund	Urban Distribution	Utility Superintenden		
SLATE ROCK FR LLC	PROTECTIVE GEAR	57253	10/18/2022	811.68	
05-51-53-45-532 Protective Gear	Electric Fund	Urban Distribution	Utility Superintenden		
SLATE ROCK FR LLC	PROTECTIVE GEAR	57772	10/31/2022	231.75	
05-51-53-45-534 Safety Commodities	Electric Fund	Urban Distribution	Utility Superintenden		
WESCO DISTRIBUTION INC	Solid Blanket	041943	10/27/2022	123.05	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
05-51-53-45-534 Safety Commodities	Electric Fund	Urban Distribution	Utility Superintenden		
WESCO DISTRIBUTION INC	Split blanket	041943	10/27/2022	385.20	
05-51-53-45-534 Safety Commodities	Electric Fund	Urban Distribution	Utility Superintenden		
WESCO DISTRIBUTION INC	Hoses with bell end	041943	10/27/2022	960.86	
05-51-53-45-551 Fuel,Oil,Lube-Veh,Mach,Equip	Electric Fund	Urban Distribution	Utility Superintenden		
VOYAGER FLEET SYSTEMS INC	FUEL	149700	11/01/2022	2,000.00	
05-51-53-45-556 Parts-Vehicle, Mach, Equip	Electric Fund	Urban Distribution	Utility Superintenden		
DARREN'S CARQUEST AUTO PART	VEHICLE PARTS	2723-441838	10/27/2022	57.84	
05-51-53-45-556 Parts-Vehicle, Mach, Equip	Electric Fund	Urban Distribution	Utility Superintenden		
DARREN'S CARQUEST AUTO PART	VEHICLE PARTS	2723-442453	11/04/2022	33.56	
05-51-53-45-561 Bldg Maintenance Material	Electric Fund	Urban Distribution	Utility Superintenden		
BLOEDORN LUMBER - ALLIANCE	BUILDING MAINTENANCE MATERIA	7278927	11/02/2022	49.20	
05-51-53-46-651 Electric Overhead Material	Electric Fund	Urban Distribution	Utility Superintenden		
BORDER STATES ELECTRIC SUPPL	3" sq curved	925159339	10/19/2022	1,876.85	
05-51-53-46-656 Electric Splicing Tools, Equip	Electric Fund	Urban Distribution	Utility Superintenden		
DAKOTA RIGGERS & TOOL SUPPLY	1" x4' poly slings	0614541-IN	10/17/2022	114.50	
Total Urban Distribution:				8,189.45	
05-51-54-45-551 Fuel,Oil,Lube-Veh,Mach,Equip	Electric Fund	Rural Line Dist and Maint	Utility Superintenden		
VOYAGER FLEET SYSTEMS INC	FUEL	149700	11/01/2022	704.40	
05-51-54-45-556 Parts-Vehicle, Mach, Equip	Electric Fund	Rural Line Dist and Maint	Utility Superintenden		
ALTEC INDUSTRIES INC	PARTS	12136737	11/01/2022	148.79	
Total Rural Line Dist and Maint:				853.19	
Total Utility Superintendent:				623,290.99	
Total Electric Fund:				766,226.74	
Refuse Fund					
06-41-42-44-482 NRCNTSVC-Vehicle Repair Mtc	Refuse Fund	Refuse Collection	Public Works		
PANHANDLE FAB INC.	TRUCK 1111 REPAIR	44799	11/03/2022	670.00	
06-41-42-44-482 NRCNTSVC-Vehicle Repair Mtc	Refuse Fund	Refuse Collection	Public Works		
STEVE'S LITE TRUCK INC	EQUIP REPAIR	50102	10/31/2022	99.75	
06-41-42-45-534 Safety Commodities	Refuse Fund	Refuse Collection	Public Works		
FARM PLAN	BOOTS	51059096	10/22/2022	192.59	
06-41-42-45-553 Refuse-Fuel	Refuse Fund	Refuse Collection	Public Works		
VOYAGER FLEET SYSTEMS INC	FUEL	149700	11/01/2022	856.41	
06-41-42-45-553 Refuse-Fuel	Refuse Fund	Refuse Collection	Public Works		
VOYAGER FLEET SYSTEMS INC	FUEL	149700	11/01/2022	2,000.00	
06-41-42-45-556 Parts-Vehicle, Mach, Equip	Refuse Fund	Refuse Collection	Public Works		
ALLIANCE TRACTOR & IMPLEMENT	PARTS	97815	11/02/2022	90.42	
06-41-42-45-556 Parts-Vehicle, Mach, Equip	Refuse Fund	Refuse Collection	Public Works		
DARREN'S CARQUEST AUTO PART	PARTS	2723-441796	10/27/2022	244.00	
06-41-42-45-556 Parts-Vehicle, Mach, Equip	Refuse Fund	Refuse Collection	Public Works		
DARREN'S CARQUEST AUTO PART	PARTS	2723-442225	11/02/2022	19.03	
Total Refuse Collection:				4,172.20	
Total Public Works:				4,172.20	
06-51-50-34-452 Other Sales, Services	Refuse Fund	Administration	Public Works		
H & H SANITATION & RECYCLING	CITY ADMINISTRATION FEE	OCT-22	11/01/2022	205.56-	
06-51-50-35-511 Residential-City	Refuse Fund	Administration	Public Works		
H & H SANITATION & RECYCLING	MONTHLY TRASH COLLECTION FE	OCT-22	11/01/2022	5,139.12	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
Total Administration:				4,933.56	
06-51-55-44-451 Telephone Line Expense	Refuse Fund	Refuse Disposal	Public Works		
QWEST - PHOENIX	65908519	612880293	10/20/2022	7.14	
06-51-55-44-451 Telephone Line Expense	Refuse Fund	Refuse Disposal	Public Works		
QWEST - SEATTLE	308-762-2705	149688	10/25/2022	81.90	
06-51-55-44-489 NRCNTSVC-Other Mach, Equip	Refuse Fund	Refuse Disposal	Public Works		
MURPHY TRACTOR	REPAIRS AND SERVICE	1918176	10/25/2022	1,884.17	
06-51-55-45-526 Other Supplies	Refuse Fund	Refuse Disposal	Public Works		
BERNIES ACE HARDWARE	SUPPLIES	268733	11/03/2022	37.97	
06-51-55-45-531 Uniforms	Refuse Fund	Refuse Disposal	Public Works		
IDEAL LINEN INC	UNIFORMS	11145445	11/03/2022	68.86	
06-51-55-45-534 Safety Commodities	Refuse Fund	Refuse Disposal	Public Works		
CONTRACTORS MATERIALS INC	GLOVES	246715	10/14/2022	16.95	
06-51-55-45-534 Safety Commodities	Refuse Fund	Refuse Disposal	Public Works		
FARM PLAN	SAFETY EQUIP	51050222	09/29/2022	4.99	
06-51-55-45-544 Small Tools, Equipment	Refuse Fund	Refuse Disposal	Public Works		
BERNIES ACE HARDWARE	SMALL TOOLS	266572	09/29/2022	27.99	
06-51-55-45-544 Small Tools, Equipment	Refuse Fund	Refuse Disposal	Public Works		
FARM PLAN	SMALL TOOLS/EQUIP	51053189	10/07/2022	29.99	
06-51-55-45-544 Small Tools, Equipment	Refuse Fund	Refuse Disposal	Public Works		
FARM PLAN	SMALL TOOLS/EQUIP	51061481	10/28/2022	229.99	
06-51-55-45-544 Small Tools, Equipment	Refuse Fund	Refuse Disposal	Public Works		
FARM PLAN	TOOLS	51063563	11/02/2022	71.99	
06-51-55-45-544 Small Tools, Equipment	Refuse Fund	Refuse Disposal	Public Works		
FARM PLAN	TOOLS	51062943	11/01/2022	9.99	
06-51-55-45-544 Small Tools, Equipment	Refuse Fund	Refuse Disposal	Public Works		
CARTER'S HOME HARDWARE & AP	SMALL TOOLS/EQUIPMENT	16670/1	10/08/2022	9.49	
06-51-55-45-544 Small Tools, Equipment	Refuse Fund	Refuse Disposal	Public Works		
CARTER'S HOME HARDWARE & AP	SMALL TOOLS/EQUIPMENT	16667/1	10/08/2022	12.78	
06-51-55-45-544 Small Tools, Equipment	Refuse Fund	Refuse Disposal	Public Works		
STURDEVANT'S AUTO PARTS	SMALL TOOLS/EQUIP	34-685807	11/02/2022	39.99	
06-51-55-45-553 Refuse-Fuel	Refuse Fund	Refuse Disposal	Public Works		
VOYAGER FLEET SYSTEMS INC	FUEL	149700	11/01/2022	91.37	
06-51-55-45-556 Parts-Vehicle, Mach, Equip	Refuse Fund	Refuse Disposal	Public Works		
ALLIANCE TRACTOR & IMPLEMENT	PARTS	97235	09/30/2022	354.73	
06-51-55-45-556 Parts-Vehicle, Mach, Equip	Refuse Fund	Refuse Disposal	Public Works		
FARM PLAN	PARTS	51049349	09/27/2022	13.94	
06-51-55-45-556 Parts-Vehicle, Mach, Equip	Refuse Fund	Refuse Disposal	Public Works		
FARM PLAN	PARTS	51061127	10/27/2022	85.78	
06-51-55-45-556 Parts-Vehicle, Mach, Equip	Refuse Fund	Refuse Disposal	Public Works		
FARM PLAN	PARTS	P99730	10/25/2022	86.30	
06-51-55-45-556 Parts-Vehicle, Mach, Equip	Refuse Fund	Refuse Disposal	Public Works		
FARM PLAN	PARTS	51063724	11/03/2022	281.97	
06-51-55-45-556 Parts-Vehicle, Mach, Equip	Refuse Fund	Refuse Disposal	Public Works		
CARTER'S HOME HARDWARE & AP	PARTS	16832/1	10/19/2022	10.99	
06-51-55-45-556 Parts-Vehicle, Mach, Equip	Refuse Fund	Refuse Disposal	Public Works		
CARTER'S HOME HARDWARE & AP	PARTS	16727/1	10/12/2022	8.49	
06-51-55-45-556 Parts-Vehicle, Mach, Equip	Refuse Fund	Refuse Disposal	Public Works		
CARTER'S HOME HARDWARE & AP	PARTS	17015/1	11/01/2022	12.77	
06-51-55-45-556 Parts-Vehicle, Mach, Equip	Refuse Fund	Refuse Disposal	Public Works		
DARREN'S CARQUEST AUTO PART	PARTS	2723-442256	11/02/2022	1.58	
06-51-55-45-556 Parts-Vehicle, Mach, Equip	Refuse Fund	Refuse Disposal	Public Works		
GSP MARKETING INC	PARTS	P27051	11/04/2022	1,156.57	
06-51-55-45-563 Cleaning Supplies	Refuse Fund	Refuse Disposal	Public Works		
FARM PLAN	SUPPLIES	51061315	10/27/2022	12.99	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
06-51-55-46-678 Baler Wire	Refuse Fund	Refuse Disposal	Public Works		
CENTRAL STATES WIRE PROD, INC	Baler Wire	0000061615	10/28/2022	10,978.77	
Total Refuse Disposal:				15,630.44	
Total Public Works:				20,564.00	
06-52-99-58-842 Baler Loan - Interest	Refuse Fund	Debt Services	Public Works		
BOK FINANCIAL	INTEREST	149675	10/27/2022	1,250.00	
Total Debt Services:				1,250.00	
Total Public Works:				1,250.00	
Total Refuse Fund:				25,986.20	
Sewer Fund					
07-0000-07710 Merchandise Inventory	Sewer Fund				
MUNICIPAL SUPPLY,INC OF NEBR.	2" Poly Ladtech riser	0852459-IN	10/20/2022	128.40	
07-0000-07710 Merchandise Inventory	Sewer Fund				
MUNICIPAL SUPPLY,INC OF NEBR.	4" Poly manhole riser	0852459-IN	10/20/2022	235.40	
07-0000-23321 Sales Tax Payable	Sewer Fund				
NE DEPT OF REVENUE - SALES	SALES & USE TAX - SEWER	OCT-22	11/04/2022	10.50	
Total :				374.30	
Total :				374.30	
07-52-58-43-379 Other Contract Operating Svcs	Sewer Fund	Sewer	Public Works		
IDEAL LINEN INC	MOPS AND MATS	11144725	10/31/2022	18.65	
07-52-58-43-379 Other Contract Operating Svcs	Sewer Fund	Sewer	Public Works		
BUD'S PEST CONTROL	SEWER PEST CONTROL	4689	10/04/2022	40.00	
07-52-58-44-451 Telephone Line Expense	Sewer Fund	Sewer	Public Works		
ALLO COMMUNICATIONS LLC	308-762-4742 SCADA	149674	10/24/2022	34.16	
07-52-58-44-451 Telephone Line Expense	Sewer Fund	Sewer	Public Works		
ALLO COMMUNICATIONS LLC	308-762-7136 LIFT STATION C	149674	10/24/2022	34.16	
07-52-58-44-452 Long Distance Expense	Sewer Fund	Sewer	Public Works		
ALLO COMMUNICATIONS LLC	308-762-5400 SEWER	149674	10/24/2022	.15	
07-52-58-44-457 Internet Operating Expense	Sewer Fund	Sewer	Public Works		
ALLO COMMUNICATIONS LLC	308-762-4742 INTERNET	149674	10/24/2022	35.00	
07-52-58-44-488 Utility Locate Services	Sewer Fund	Sewer	Public Works		
ONE CALL CONCEPTS INC	LOCATES SEWER	2100110	10/31/2022	19.39	
07-52-58-45-526 Other Supplies	Sewer Fund	Sewer	Public Works		
IDEAL LINEN INC	TOWELS	11144715	10/31/2022	48.88	
07-52-58-45-551 Fuel,Oil,Lube-Veh,Mach,Equip	Sewer Fund	Sewer	Public Works		
VOYAGER FLEET SYSTEMS INC	FUEL	149700	11/01/2022	693.80	
07-52-58-45-556 Parts-Vehicle, Mach, Equip	Sewer Fund	Sewer	Public Works		
DARREN'S CARQUEST AUTO PART	PARTS	2723-440498	10/10/2022	11.25	
07-52-58-45-556 Parts-Vehicle, Mach, Equip	Sewer Fund	Sewer	Public Works		
DARREN'S CARQUEST AUTO PART	PARTS	2732-441328	10/20/2022	300.00	
07-52-58-45-556 Parts-Vehicle, Mach, Equip	Sewer Fund	Sewer	Public Works		
DARREN'S CARQUEST AUTO PART	PARTS	2732-441328	10/20/2022	49.90	
07-52-58-45-576 Herbicides, Pesticides	Sewer Fund	Sewer	Public Works		
RANDALL BENBEN	PRAIRIE DOG CONTROL	263404	10/31/2022	167.00	
Total Sewer:				1,452.34	

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 Works:				1,452.34	
Total Sewer Fund:				1,826.64	
Water Fund					
08-0000-07710 Merchandise Inventory	Water Fund				
CORE & MAIN LP	OMNI R11F8MA 1 1/2 R2 100 CF WA	R740096	11/04/2022	1,309.74	
08-0000-07710 Merchandise Inventory	Water Fund				
NORTHWEST PIPE FITTINGS INC	Tapping Saddle 6" x 1" CC	268244	10/21/2022	107.00	
08-0000-07710 Merchandise Inventory	Water Fund				
NORTHWEST PIPE FITTINGS INC	PARTS	267575	09/23/2022	382.03	
08-0000-07710 Merchandise Inventory	Water Fund				
USA BLUEBOOK	BLUE WHITE Micro Flow sensor	153220	10/24/2022	792.26	
08-0000-23321 Sales Tax Payable	Water Fund				
NE DEPT OF REVENUE - SALES	SALES & USE TAX - WATER	OCT-22	11/04/2022	109.56	
Total :				2,700.59	
Total :				2,700.59	
08-52-51-44-479 CNTSVC Other	Water Fund	Water Treatment	Public Works		
IDEAL LINEN INC	MOPS	11143757	10/24/2022	15.70	
08-52-51-44-483 NRCNTSVC-Building Public Wrks	Water Fund	Water Treatment	Public Works		
BUD'S PEST CONTROL	WATER PEST CONTROL	4689	10/04/2022	64.20	
08-52-51-45-551 Fuel,Oil,Lube-Veh,Mach,Equip	Water Fund	Water Treatment	Public Works		
VOYAGER FLEET SYSTEMS INC	FUEL	149700	11/01/2022	647.51	
08-52-51-46-629 Other Chemicals	Water Fund	Water Treatment	Public Works		
HAWKINS INC	CHEMICALS	6317081	10/19/2022	598.96	
08-52-51-46-629 Other Chemicals	Water Fund	Water Treatment	Public Works		
HAWKINS INC	CHEMICALS	6317081	10/19/2022	1,832.74	
Total Water Treatment:				3,159.11	
08-52-52-44-436 Mail, Delivery Services	Water Fund	Distribution	Public Works		
QUADIENT FINANCE USA INC	POSTAGE	149681	10/01/2022	9.12	11/09/2022
08-52-52-44-452 Long Distance Expense	Water Fund	Distribution	Public Works		
ALLO COMMUNICATIONS LLC	308-762-5400 WATER	149674	10/24/2022	1.32	
08-52-52-44-479 CNTSVC Other	Water Fund	Distribution	Public Works		
TRIANGLE ELECTRIC INC	WELL FIELD	40114	10/24/2022	231.00	
08-52-52-44-488 Utility Locate Services	Water Fund	Distribution	Public Works		
ONE CALL CONCEPTS INC	LOCATES WATER	2100110	10/31/2022	19.40	
08-52-52-45-556 Parts-Vehicle, Mach, Equip	Water Fund	Distribution	Public Works		
BERNIES ACE HARDWARE	PARTS	268714	11/02/2022	7.05	
08-52-52-59-950 Capital Outlay-Mach, Equip	Water Fund	Distribution	Public Works		
MURPHY TRACTOR	2022 JOHN DERRE BACKHOE	08438030	11/01/2022	124,120.00	
Total Distribution:				124,387.89	
Total Public Works:				127,547.00	
Total Water Fund:				130,247.59	
Golf Course					
21-0000-23321 Sales Tax Payable	Golf Course				
NE DEPT OF REVENUE - SALES	SALES & USE TAX - GOLF	GOLF 10/22	11/04/2022	495.94	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
Total :				495.94	
Total :				495.94	
21-71-75-44-479 CNTSVC Other	Golf Course	Golf Course	Cultural and Leisure		
ALL SEASONS LANDSCAPING LLC	LANDSCAPE MAINTENANCE	149689	11/02/2022	200.00	
21-71-75-45-526 Other Supplies	Golf Course	Golf Course	Cultural and Leisure		
CARTER'S HOME HARDWARE & AP	OTHER SUPPLIES	17044/1	11/03/2022	18.99	
21-71-75-45-551 Fuel,Oil,Lube-Veh,Mach,Equip	Golf Course	Golf Course	Cultural and Leisure		
VOYAGER FLEET SYSTEMS INC	FLEET FUEL	149700	11/01/2022	218.81	
21-71-75-45-556 Parts-Vehicle, Mach, Equip	Golf Course	Golf Course	Cultural and Leisure		
STURDEVANT'S AUTO PARTS	PARTS	34-685436	10/26/2022	5.11	
21-71-75-45-556 Parts-Vehicle, Mach, Equip	Golf Course	Golf Course	Cultural and Leisure		
STURDEVANT'S AUTO PARTS	PARTS	34-685515	10/27/2022	20.44	
21-71-75-45-556 Parts-Vehicle, Mach, Equip	Golf Course	Golf Course	Cultural and Leisure		
STURDEVANT'S AUTO PARTS	PARTS	34-685450	10/26/2022	13.79	
21-71-75-45-556 Parts-Vehicle, Mach, Equip	Golf Course	Golf Course	Cultural and Leisure		
STURDEVANT'S AUTO PARTS	PARTS	34-685448	10/26/2022	5.59	
21-71-75-45-556 Parts-Vehicle, Mach, Equip	Golf Course	Golf Course	Cultural and Leisure		
STURDEVANT'S AUTO PARTS	PARTS	34-685382	10/25/2022	11.00	
Total Golf Course:				493.73	
Total Cultural and Leisure Services:				493.73	
Total Golf Course:				989.67	
Airport					
22-41-43-43-335 Other Technical Services	Airport	Airport Operations	Airport		
VOLAIRE AVIATION	AIR SVC DEVELOPMENT MEETING	5320	10/21/2022	500.00	
22-41-43-43-373 Contract Custodial Services	Airport	Airport Operations	Airport		
L & J CLEANING INC	AIRPORT CLEANING	1601	10/01/2022	622.30	
22-41-43-43-373 Contract Custodial Services	Airport	Airport Operations	Airport		
L & J CLEANING INC	AIRPORT CLEANING	1603	11/01/2022	622.30	
22-41-43-44-436 Mail, Delivery Services	Airport	Airport Operations	Airport		
QUADIENT FINANCE USA INC	POSTAGE	149681	10/01/2022	9.24	11/09/2022
22-41-43-44-443 Refuse	Airport	Airport Operations	Airport		
H & H SANITATION & RECYCLING	AIRPORT REFUSE COLLECTION	42117	10/25/2022	58.50	
22-41-43-44-451 Telephone Line Expense	Airport	Airport Operations	Airport		
MOBIUS COMMUNICATIONS CO.	308-762-4512	149682	11/01/2022	85.78	
22-41-43-44-451 Telephone Line Expense	Airport	Airport Operations	Airport		
MOBIUS COMMUNICATIONS CO.	308-762-1214	149683	11/01/2022	76.43	
22-41-43-44-452 Long Distance Expense	Airport	Airport Operations	Airport		
MOBIUS COMMUNICATIONS CO.	308-762-4512	149682	11/01/2022	13.56	
22-41-43-44-476 CNTSVC-FBO Operator	Airport	Airport Operations	Airport		
HEARTLAND AVIATION INC	CONTRACT SERVICES FBO	149679	10/31/2022	875.00	
22-41-43-44-477 CNTSVC-Hangar Management	Airport	Airport Operations	Airport		
HEARTLAND AVIATION INC	HANGAR MANAGENENT	149679	10/31/2022	615.73	
22-41-43-44-479 CNTSVC Other	Airport	Airport Operations	Airport		
IDEAL LINEN INC	RUGS	11143759	10/24/2022	44.17	
22-41-43-45-556 Parts-Vehicle, Mach, Equip	Airport	Airport Operations	Airport		
DARREN'S CARQUEST AUTO PART	PARTS	2723-442059	10/31/2022	267.16	
22-41-43-45-576 Herbicides, Pesticides	Airport	Airport Operations	Airport		
RANDALL BENBEN	PRAIRIE DOG CONTROL	263403	10/31/2022	1,637.00	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
Total Airport Operations:				5,427.17	
Total Airport:				5,427.17	
Total Airport:				5,427.17	
Public Transit Fund					
23-72-71-42-294 Conferences, Cont Education	Public Transit Fund	Transit - Administration	Public Works		
PAIGE POHLMAN	REIMBURSEMENT	149693	10/27/2022	68.75	
23-72-71-44-411 Building, Office Rent	Public Transit Fund	Transit - Administration	Public Works		
CITY OF ALLIANCE	ANNEX BUILDING RENT	14029	11/01/2022	1,095.00	
23-72-71-44-433 Other Advertising Services	Public Transit Fund	Transit - Administration	Public Works		
PAIGE POHLMAN	REIMBURSEMENT	149694	10/27/2022	37.00	
23-72-71-44-451 Telephone Line Expense	Public Transit Fund	Transit - Administration	Public Works		
ALLO COMMUNICATIONS LLC	308-762-1293 TRANSIT 3	149674	10/24/2022	102.51	
23-72-71-44-482 NRCNTSVC-Vehicle Repair Mtc	Public Transit Fund	Transit - Administration	Public Works		
TWIN CITY AUTO	VEHICLE REPAIR	0057252	11/01/2022	346.17	
23-72-71-44-482 NRCNTSVC-Vehicle Repair Mtc	Public Transit Fund	Transit - Administration	Public Works		
KAISER TIRE	TIRE REPAIR	5207	10/18/2022	18.00	
23-72-71-45-511 Office Supplies	Public Transit Fund	Transit - Administration	Public Works		
NEBRASKA TOTAL OFFICE	OFFICE SUPPLIES	0119800-001	11/03/2022	38.37	
23-72-71-45-526 Other Nonoperating Sup/Expense	Public Transit Fund	Transit - Administration	Public Works		
IDEAL LINEN INC	TOWELS	11145688	11/07/2022	48.88	
23-72-71-45-526 Other Nonoperating Sup/Expense	Public Transit Fund	Transit - Administration	Public Works		
BUD'S PEST CONTROL	PEST CONTROL	4690	10/04/2022	65.00	
Total Transit - Administration:				1,819.68	
23-72-72-45-551 Fuel,Oil,Lube-Veh,Mach,Equip	Public Transit Fund	Transit - Operations	Public Works		
COVER-JONES MOTOR COMPANY	OIL CHANGE	45425	11/03/2022	66.15	
23-72-72-45-551 Fuel,Oil,Lube-Veh,Mach,Equip	Public Transit Fund	Transit - Operations	Public Works		
VOYAGER FLEET SYSTEMS INC	FUEL	149700	11/01/2022	2,097.82	
Total Transit - Operations:				2,163.97	
Total Public Works:				3,983.65	
Total Public Transit Fund:				3,983.65	
Street Fund					
24-41-41-42-294 Conferences, Cont Education	Street Fund	Streets	Public Works		
WESTERN NE COMMUNITY COLLEGE	CDL CLASS	6204	11/03/2022	2,200.00	
24-41-41-44-436 Mail, Delivery Services	Street Fund	Streets	Public Works		
QUADIENT FINANCE USA INC	POSTAGE	149681	10/01/2022	.81	11/09/2022
24-41-41-44-441 Electricity	Street Fund	Streets	Public Works		
COA UTILITIES	ELECTRIC	104442	11/07/2022	164.46	
24-41-41-44-451 Telephone Line Expense	Street Fund	Streets	Public Works		
ALLO COMMUNICATIONS LLC	308-762-5400 STREETS	149674	10/24/2022	29.04	
24-41-41-44-479 CNTSVC Other	Street Fund	Streets	Public Works		
BOX BUTTE GENERAL HOSPITAL	ANNUAL RADIO TOWER LEASE	5911	11/03/2022	200.00	
24-41-41-44-482 NRCNTSVC-Vehicle Repair Mtc	Street Fund	Streets	Public Works		
STEVE'S LITE TRUCK INC	912 REPAIRS	49947	10/27/2022	6,800.99	
24-41-41-45-526 Other Supplies	Street Fund	Streets	Public Works		
IDEAL LINEN INC	MOPS	11143757	10/24/2022	15.70	
24-41-41-45-526 Other Supplies	Street Fund	Streets	Public Works		
IDEAL LINEN INC	MOPS AND MATS	11144725	10/31/2022	18.65	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
24-41-41-45-534 Safety Commodities	Street Fund	Streets	Public Works		
KOKE'S AUTO FARM TRUCK INC	PARTS	706878	10/26/2022	36.09	
24-41-41-45-543 Small Tools, Equipment	Street Fund	Streets	Public Works		
PANHANDLE BOLT COMPANY	SMALL TOOLS/EQUIP	0032401	10/24/2022	18.75	
24-41-41-45-543 Small Tools, Equipment	Street Fund	Streets	Public Works		
PANHANDLE BOLT COMPANY	SMALL TOOLS/EQUIP	0032405	10/24/2022	18.84	
24-41-41-45-543 Small Tools, Equipment	Street Fund	Streets	Public Works		
PANHANDLE BOLT COMPANY	SMALL TOOLS/EQUIP	0032407	10/26/2022	23.90	
24-41-41-45-543 Small Tools, Equipment	Street Fund	Streets	Public Works		
PANHANDLE BOLT COMPANY	SMALL TOOLS/EQUIP	0032402	10/24/2022	18.75	
24-41-41-45-543 Small Tools, Equipment	Street Fund	Streets	Public Works		
PANHANDLE FAB INC.	SMALL TOOLS/EQUIP	44794	11/02/2022	31.90	
24-41-41-45-553 Streets-Fuel	Street Fund	Streets	Public Works		
FARM PLAN	55 Gallon 15W40 Oil	P00341	11/04/2022	2,959.18	
24-41-41-45-553 Streets-Fuel	Street Fund	Streets	Public Works		
VOYAGER FLEET SYSTEMS INC	FUEL	149700	11/01/2022	1,477.06	
24-41-41-45-556 Parts-Vehicle, Mach, Equip	Street Fund	Streets	Public Works		
DARREN'S CARQUEST AUTO PART	PARTS	2723-442541	11/07/2022	200.43	
24-41-41-45-556 Parts-Vehicle, Mach, Equip	Street Fund	Streets	Public Works		
DARREN'S CARQUEST AUTO PART	PARTS	2723-442541	11/07/2022	902.28	
24-41-41-45-556 Parts-Vehicle, Mach, Equip	Street Fund	Streets	Public Works		
DARREN'S CARQUEST AUTO PART	PARTS	2723-442545	11/07/2022	34.96	
24-41-41-45-556 Parts-Vehicle, Mach, Equip	Street Fund	Streets	Public Works		
EQUIPMENT BLADES INC	Snoshock replacement blades for plo	INV231	11/06/2022	8,802.00	
24-41-41-45-556 Parts-Vehicle, Mach, Equip	Street Fund	Streets	Public Works		
EQUIPMENT BLADES INC	Plow parts: shocks, straps, bolts and n	INV230	11/06/2022	9,255.20	
24-41-41-45-564 Concrete	Street Fund	Streets	Public Works		
CROELL REDI MIX INC	CONCRETE	685815	10/18/2022	644.00	
24-41-41-45-564 Concrete	Street Fund	Streets	Public Works		
CROELL REDI MIX INC	CONCRETE	686580	10/20/2022	281.50	
24-41-41-45-564 Concrete	Street Fund	Streets	Public Works		
CROELL REDI MIX INC	CONCRETE	685545	10/18/2022	679.50	
24-41-41-45-564 Concrete	Street Fund	Streets	Public Works		
CROELL REDI MIX INC	CONCRETE	685545	10/18/2022	528.00	
24-41-41-51-930 Asphalt Overlays	Street Fund	Streets	Public Works		
BOX BUTTE COUNTY ROADS DEPT	Otoe Rd Asphalt Overlay project	149676	10/31/2022	34,381.80	
Total Streets:				69,723.79	
Total Public Works:				69,723.79	
Total Street Fund:				69,723.79	
Retired Senior Vol Program					
26-71-70-44-451 Telephone Line Expense	Retired Senior Vol P	Retired Senior Vol Program	Cultural and Leisure		
ALLO COMMUNICATIONS LLC	308-762-1293 RSVP 1	149674	10/24/2022	34.17	
26-71-70-44-452 Long Distance Expense	Retired Senior Vol P	Retired Senior Vol Program	Cultural and Leisure		
ALLO COMMUNICATIONS LLC	308-762-5400 RSVP	149674	10/24/2022	1.07	
Total Retired Senior Vol Program:				35.24	
Total Cultural and Leisure Services:				35.24	
Total Retired Senior Vol Program:				35.24	

Economic Development Fund

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
35-61-64-43-313 Other Attorney Fees - ED SIMMONS OLSEN LAW FIRM, P.C.	Economic Develop HEARTLAND FLATS MALL/TIFF	Economic Development Support 802885	Community Develop 10/31/2022	175.00	
Total Economic Development Support:				175.00	
Total Community Development:				175.00	
Total Economic Development Fund:				175.00	
Administration Internal Service					
51-13-13-44-436 Mail, Delivery Services QUADIENT FINANCE USA INC	Administration Intern POSTAGE	Personnel 149681	Personnel 10/01/2022	2.28	11/09/2022
51-13-13-44-451 Telephone Line Expense ALLO COMMUNICATIONS LLC	Administration Intern 308-762-5400 PERSONNEL	Personnel 149674	Personnel 10/24/2022	17.43	
51-13-13-44-452 Long Distance Expense ALLO COMMUNICATIONS LLC	Administration Intern 308-762-5400 PERSONNEL 2	Personnel 149674	Personnel 10/24/2022	4.64	
Total Personnel:				24.35	
Total Personnel:				24.35	
51-14-14-43-311 City Attorney Retainer SIMMONS OLSEN LAW FIRM, P.C.	Administration Intern RETAINER	Legal 802775	Legal 10/31/2022	5,800.00	
51-14-14-43-311 City Attorney Retainer SIMMONS OLSEN LAW FIRM, P.C.	Administration Intern DISBURSEMENTS	Legal 802775	Legal 10/31/2022	337.50	
Total Legal:				6,137.50	
Total Legal:				6,137.50	
51-17-17-43-335 Other Technical Services BYTES COMPUTER	Administration Intern MONTHLY BILLING	MIS CW34208	Technology 11/08/2022	7,324.93	
51-17-17-44-422 Professional Subscriptions ASCAP	Administration Intern LICENSE FEE	MIS 192000387043	Technology 10/19/2022	409.17	
51-17-17-44-451 Telephone Line Expense ALLO COMMUNICATIONS LLC	Administration Intern 308-762-5400 MIS	MIS 149674	Technology 10/24/2022	5.81	
51-17-17-44-452 Long Distance Expense ALLO COMMUNICATIONS LLC	Administration Intern 308-762-5400 MIS 2	MIS 149674	Technology 10/24/2022	.81	
51-17-17-44-457 Internet Operating Expense ALLO COMMUNICATIONS LLC	Administration Intern 308-762-4955 INTERNET	MIS 149674	Technology 10/24/2022	62.00	
51-17-17-44-457 Internet Operating Expense ALLO COMMUNICATIONS LLC	Administration Intern 308-762-1387 INTERNET	MIS 149674	Technology 10/24/2022	50.00	
51-17-17-44-457 Internet Operating Expense ALLO COMMUNICATIONS LLC	Administration Intern 308-762-5400 MIS 3	MIS 149674	Technology 10/24/2022	500.00	
51-17-17-44-457 Internet Operating Expense ALLO COMMUNICATIONS LLC	Administration Intern 308-762-2384 INTERNET	MIS 149674	Technology 10/24/2022	55.00	
51-17-17-44-457 Internet Operating Expense MOBIUS COMMUNICATIONS CO.	Administration Intern 308-762-4512	MIS 149682	Technology 11/01/2022	50.00	
51-17-17-44-457 Internet Operating Expense MOBIUS COMMUNICATIONS CO.	Administration Intern 012-762-9048	MIS 149680	Technology 11/01/2022	40.00	
51-17-17-44-457 Internet Operating Expense TELECOM WEST INC	Administration Intern MONTHLY WIRELESS INTERNET-M	MIS 627585NO	Technology 11/02/2022	49.95	
51-17-17-44-457 Internet Operating Expense TELECOM WEST INC	Administration Intern WIRELESS INTERNET - LANDFILL	MIS 627584NO	Technology 11/02/2022	51.50	
Total MIS:				8,599.17	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
Total Technology:				8,599.17	
51-21-21-44-436 Mail, Delivery Services	Administration Intern	Accounting	Finance		
QUADIENT FINANCE USA INC	POSTAGE	149681	10/01/2022	130.53	11/09/2022
51-21-21-44-451 Telephone Line Expense	Administration Intern	Accounting	Finance		
ALLO COMMUNICATIONS LLC	308-762-5400 ACCOUNTING	149674	10/24/2022	63.21	
51-21-21-44-452 Long Distance Expense	Administration Intern	Accounting	Finance		
ALLO COMMUNICATIONS LLC	308-762-5400 ACCOUNTING 2	149674	10/24/2022	8.15	
51-21-21-45-541 Office Furniture, Equipment	Administration Intern	Accounting	Finance		
STAPLES	EQUIPMENT	8068028624	10/22/2022	107.70	
Total Accounting:				309.59	
Total Finance:				309.59	
Total Administration Internal Service:				15,070.61	
Enterprise Internal Service					
55-21-23-44-436 Mail, Delivery Services	Enterprise Internal S	Utility Customer Service	Finance		
VALLI INFORMATION SYSTEMS INC	USPS NCOA	84956	10/31/2022	15.00	
55-21-23-44-436 Mail, Delivery Services	Enterprise Internal S	Utility Customer Service	Finance		
QUADIENT FINANCE USA INC	POSTAGE	149681	10/01/2022	671.81	11/09/2022
55-21-23-44-451 Telephone Line Expense	Enterprise Internal S	Utility Customer Service	Finance		
ALLO COMMUNICATIONS LLC	308-762-5400 UTILITY CUST SERVI	149674	10/24/2022	57.40	
55-21-23-44-452 Long Distance Expense	Enterprise Internal S	Utility Customer Service	Finance		
ALLO COMMUNICATIONS LLC	308-762-5400 UTILITY CUST SERVI	149674	10/24/2022	9.23	
55-21-23-44-479 CNTSVC Other	Enterprise Internal S	Utility Customer Service	Finance		
PAYMENT SERVICE NETWORK INC	GATEWAY FEE	OCT-22	11/08/2022	59.95	
Total Utility Customer Service:				813.39	
55-21-24-44-451 Telephone Line Expense	Enterprise Internal S	Meter Reading	Finance		
ALLO COMMUNICATIONS LLC	308-762-5400 METER READING	149674	10/24/2022	5.81	
55-21-24-44-482 NRCNTSVC-Vehicle Repair Mtc	Enterprise Internal S	Meter Reading	Finance		
COVER-JONES MOTOR COMPANY	OIL CHANGE	44945	09/30/2022	47.90	
55-21-24-44-482 NRCNTSVC-Vehicle Repair Mtc	Enterprise Internal S	Meter Reading	Finance		
COVER-JONES MOTOR COMPANY	OIL CHANGE	44946	09/30/2022	53.21	
55-21-24-45-551 Fuel,Oil,Lube-Veh,Mach,Equip	Enterprise Internal S	Meter Reading	Finance		
VOYAGER FLEET SYSTEMS INC	FUEL	149700	11/01/2022	88.77	
Total Meter Reading:				195.69	
Total Finance:				1,009.08	
55-51-56-43-373 Contract Custodial Services	Enterprise Internal S	Warehouse	Utilitiy Superintenden		
L & J CLEANING INC	JANITORIAL SERVICES	1602	11/01/2022	977.47	
55-51-56-43-373 Contract Custodial Services	Enterprise Internal S	Warehouse	Utilitiy Superintenden		
L & J CLEANING INC	JANITORIAL SERVICES	1600	10/01/2022	977.47	
55-51-56-43-379 Other Contract Operating Svcs	Enterprise Internal S	Warehouse	Utilitiy Superintenden		
BOX BUTTE GENERAL HOSPITAL	ANNUAL RADIO TOWER LEASE	5911	11/03/2022	400.00	
55-51-56-43-379 Other Contract Operating Svcs	Enterprise Internal S	Warehouse	Utilitiy Superintenden		
IDEAL LINEN INC	MOPS AND MATS	11144725	10/31/2022	37.30	
55-51-56-43-379 Other Contract Operating Svcs	Enterprise Internal S	Warehouse	Utilitiy Superintenden		
IDEAL LINEN INC	MOPS	11143757	10/24/2022	31.41	
55-51-56-44-451 Telephone Line Expense	Enterprise Internal S	Warehouse	Utilitiy Superintenden		
ALLO COMMUNICATIONS LLC	308-762-1907 UTILITY FACILITY	149674	10/24/2022	205.03	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
55-51-56-44-451 Telephone Line Expense	Enterprise Internal S Warehouse		Utilitiy Superintenden		
ALLO COMMUNICATIONS LLC	308-762-5400 FAC MAINTANCE	149674	10/24/2022	11.62	
55-51-56-44-452 Long Distance Expense	Enterprise Internal S Warehouse		Utilitiy Superintenden		
ALLO COMMUNICATIONS LLC	308-762-5400 WAREHOUSE	149674	10/24/2022	1.97	
55-51-56-44-461 PMCNTSVC-Office Mach, Equip	Enterprise Internal S Warehouse		Utilitiy Superintenden		
CENTURY BUSINESS PRODUCTS	COPIER CONTRACT	645543	10/26/2022	163.48	
55-51-56-44-483 NRCNTSVC-Building Public Wrks	Enterprise Internal S Warehouse		Utilitiy Superintenden		
BUD'S PEST CONTROL	PUBLIC WORKS PEST CONTROL	4689	10/04/2022	100.00	
55-51-56-45-561 Bldg Maintenance Material	Enterprise Internal S Warehouse		Utilitiy Superintenden		
CHARTER COMMUNICATIONS	ACCT # 8356 15 100 0175319	017531910222	10/22/2022	23.08	
55-51-56-45-563 Cleaning Supplies	Enterprise Internal S Warehouse		Utilitiy Superintenden		
CONTRACTORS MATERIALS INC	GLOVES	247062	11/04/2022	20.00	
Total Warehouse:				2,948.83	
Total Utilitiy Superintendent:				2,948.83	
Total Enterprise Internal Service:				3,957.91	
Health Care Internal Service					
57-81-81-42-231 Employee Life Insurance	Health Care Internal Health Support		Personnel		
REGIONAL CARE, INC.	EMPLOYEE LIFE INSURANCE	NOV-22	11/01/2022	841.51	11/01/2022
57-81-81-42-281 Specific Premium	Health Care Internal Health Support		Personnel		
REGIONAL CARE, INC.	SPECIFIC PREMIUM	NOV-22	11/01/2022	26,751.02	11/01/2022
57-81-81-42-285 Transplant Coverage	Health Care Internal Health Support		Personnel		
REGIONAL CARE, INC.	TRANSPLANT COVERAGE	NOV-22	11/01/2022	1,236.02	11/01/2022
57-81-81-42-286 Aggregate Premium	Health Care Internal Health Support		Personnel		
REGIONAL CARE, INC.	AGGREGATE PREMIUM	NOV-22	11/01/2022	1,640.83	11/01/2022
57-81-81-42-287 Employee Claims	Health Care Internal Health Support		Personnel		
REGIONAL CARE, INC.	HEALTH CLAIMS	103122-HC	10/31/2022	17,127.89	10/31/2022
57-81-81-42-287 Employee Claims	Health Care Internal Health Support		Personnel		
REGIONAL CARE, INC.	HEALTH CLAIMS	110722-HC	11/07/2022	5,339.27	11/08/2022
57-81-81-42-288 Employee Insurance Admin	Health Care Internal Health Support		Personnel		
REGIONAL CARE, INC.	EMPLOYEE INSURANCE ADMIN	NOV-22	11/01/2022	2,277.55	11/01/2022
57-81-81-42-289 Vision Premium	Health Care Internal Health Support		Personnel		
REGIONAL CARE, INC.	VISION	NOV-22	11/01/2022	1,255.88	11/01/2022
57-81-81-43-379 Other Contract Operating Svcs	Health Care Internal Health Support		Personnel		
REGIONAL CARE, INC.	HAYS PREMIUM	NOV-22	11/01/2022	2,500.00	11/01/2022
Total Health Support:				58,969.97	
Total Personnel:				58,969.97	
Total Health Care Internal Service:				58,969.97	
Grand Totals:				1,289,964.78	

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
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Dated: _____

Mayor: _____

City Manager: _____

City Treasurer: _____

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

RESOLUTION NO. 22-89

WHEREAS, The City of Alliance has a current contract with SCS Engineers, for the purposes of consulting with, and assisting the City of Alliance in the permitting processes of the Municipal Landfill; and

WHEREAS, The Nebraska Department of Environmental Quality is the governmental body which oversees the operations of landfills to ensure compliance; and

WHEREAS, SCS Engineers have agreed to continue to assist the City of Alliance with meeting compliance issues with the Nebraska Department of Environmental Quality related to the Alliance Landfill; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Alliance, Nebraska, that the Mayor is authorized to enter into Amendment FY 2023-001 with SCS Engineers for consulting services related to the operation of the Alliance Landfill.

PASSED AND APPROVED this 15th day of November, 2022.

(SEAL)

Mike Dafney, Mayor

Attest:

Tarah S. Johnson, City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Office, Legal Counsel

AMENDMENT FY2023-001

EXHIBIT B

SCS Engineers' Scope-of-Services Proposal - Standard Form with CLIENT

Client:	City of Alliance 324 Laramie Avenue P.O. Box D Alliance, NE 69301	Consultant:	SCS Engineers 14755 Grover Street Omaha, NE 68144 (402) 938-0326
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Project Description:

Environmental and Solid Waste Support Services for environmental monitoring at the Alliance Municipal Solid Waste Landfill in compliance with Title 132 and Title 118 requirements.

Scope of Services:

SCS Engineers will provide engineering, scientific, and regulatory groundwater compliance support services to the City related to the chlorinated solvent plume which has been attributed to the historical landfill operations south of the currently operating landfill (Title 118) and compulsory groundwater monitoring and reporting associated with the currently operating landfill (Title 132)

Task 1 – Title 118 Groundwater Sampling and Reporting

SCS Engineers will initiate quarterly groundwater monitoring for the parameters described in Table 1. Monitoring and reporting will be performed in general accordance with the Groundwater Sampling and Analysis Plan (SAP), Title 118 Step 7 Investigation, dated February 2014. As part of each event, SCS Engineers will:

- Coordinate with the subcontracted analytical laboratory to schedule the shipment of sample coolers and bottles.
- Collect groundwater samples in accordance with the schedule outlined in Table 1. Groundwater elevation data will also be collected from the accessible Title 132 wells during each sampling event. This information will be utilized to assess the temporal groundwater flow direction in the area.

Table 1
Title 118 Monitoring Schedule

Well ID	First Quarter	Third Quarter
MW-3R	Appendix I VOCs	Appendix I VOCs
MW-6	Appendix I VOCs	Appendix I VOCs
MW-6A	Appendix I VOCs	Appendix I VOCs
MW-7	Water Level Only	Appendix I VOCs
MW-8	Water Level Only	Appendix I VOCs
MW-20S	Appendix I VOCs	Appendix I VOCs
MW-20D	Appendix I VOCs	Appendix I VOCs
MW-21S	Appendix I VOCs	Appendix I VOCs
MW-21D	Appendix I VOCs	Appendix I VOCs
MW-22	Water Level Only	Appendix I VOCs

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Well ID	First Quarter	Third Quarter
MW-23S	Appendix I VOCs	Appendix I VOCs
MW-23D	Appendix I VOCs	Appendix I VOCs
MW-24S	Water Level Only	Appendix I VOCs
MW-24D	Water Level Only	Appendix I VOCs
MW-25S	Water Level Only	Appendix I VOCs
MW-25D	Water Level Only	Appendix I VOCs

- Prepare and ship the collected samples under standard chain of custody procedures to the City selected laboratory. Duplicate samples and trip blanks will be submitted with each event in accordance with the SAP.
- Prepare a quarterly groundwater monitoring report that summarizes the analytical results. Each report will include a summary of field activities, field notes, laboratory analytical report and laboratory QA/QC report.
- Submit the groundwater monitoring reports to the NDEE within 30 days after the end of the quarter in which sampling was performed. One paper copy of the report will be provided to each of the following: NDEE Integrated Waste Management Section in Lincoln and the City of Alliance, also, an electronic copy of the entire report will be transmitted to the City of Alliance.
- SCS Engineers will provide up to two hours per event of professional time to correspond with NDEE following their review of the submitted reports.

The City will be responsible for compensating SCS Engineers for the cost of laboratory analysis and cooler shipping consistent with previous sampling events. SCS Engineers will supply field equipment and disposable sampling supplies (Hydrasleeves, gloves etc.). The laboratory has advised that there MAY be an inflationary adjustment of up to 7% after January 2023.

Task 2 – Title 132 Groundwater Sampling and Reporting

SCS Engineers will complete groundwater detection and assessment monitoring for the parameters described in **Tables 2 & 3**. Monitoring and reporting will be performed in general accordance with the Groundwater Sampling and Analysis Plan (SAP) for the City of Alliance Municipal Solid Waste Disposal Area, dated February 2017. As part of each event, SCS Engineers will:

- Coordinate with the subcontracted analytical laboratory to schedule the shipment of sample coolers and bottles.
- Collect groundwater samples in accordance with the schedule outlined in **Tables 2 & 3** during the same mobilization. Groundwater elevation data will also be collected from the accessible Title 118 wells during each sampling event. This information will be utilized to assess the temporal groundwater flow direction in the area.

Table 2
Title 132 Monitoring Schedule
Detection Monitoring

Well ID	First Quarter	Third Quarter
MW-10	Appendix I VOCs & Metals	Appendix I VOCs & Metals
MW-10A	Water Level Only	Water Level Only
MW-11A	Water Level Only	Water Level Only
MW-13	Water Level Only	Water Level Only
MW-16	Water Level Only	Water Level Only
MW-17	Appendix I VOCs & Metals	Appendix I VOCs & Metals
MW-18	Appendix I VOCs & Metals	Appendix I VOCs & Metals
MW-19	Appendix I VOCs & Metals	Appendix I VOCs & Metals

Table 3
Title 132 Monitoring Schedule
Assessment Monitoring

Well ID	First Quarter	Third Quarter
MW-11	Appendix I VOCs & Metals	Appendix I VOCs & Metals
MW-14	Appendix I VOCs & Metals	Appendix I VOCs & Metals
MW-15R	Appendix I VOCs & Metals	Appendix I VOCs & Metals

- Prepare and ship the collected samples under standard chain of custody procedures. Duplicate samples and trip blanks will also be submitted with each event in a manner consistent with the procedure described in the SAP.
- Statistically analyze the groundwater monitoring data during first and third quarter sampling events to determine the presence of statistically significant increases (SSI's). A statistical analysis report will be prepared which summarizes the results of the statistical analysis and will include graphical output of the analysis. The statistical analysis will be completed on historically detected constituents. The statistical methods used will be in accordance with the facility's most current SAP. The analysis will be performed using Sanitas™ for Groundwater.
- Submit the groundwater monitoring reports to the NDEE within 30 days after the end of the quarter in which sampling was performed. One paper copy of the report will be provided to each of the following: NDEE Integrated Waste Management Section in Lincoln and the City of Alliance. Additionally, an electronic copy of the entire report will be provided to the City and an electronic copy of the data will be provided to the NDEE; if required.
- SCS Engineers will provide up to two hours per event of professional time to correspond with NDEE following their review of the submitted reports.

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- SCS Engineers will supply requisite sampling equipment and disposable sampling supplies (Hydrasleeves, gloves etc.).

The City will be responsible for compensating SCS Engineers for the cost of laboratory analysis and cooler shipping consistent with previous sampling events. SCS Engineers will supply field equipment and disposable sampling supplies (Hydrasleeves, gloves etc.). The laboratory has advised that there MAY be an inflationary adjustment of up to 7% after January 2023.

Task 3 – Professional Services

At the City's direction, SCS Engineers will complete professional services on a time and materials basis, as needed, subject to our current calendar year Standard Fee Schedule. A copy of the 2021 Standard Fee Schedule is appended to this contract amendment. The proposed activities may include consultation related to non-routine groundwater compliance support, regulatory file review and other activities that may be directed by the NDEE which are not currently proposed under Task 1 or Task 2.

Fee Basis:

Compensation shall be in accordance with the subsection checked below. Any work added to the Scope of Services to be performed shall be compensated at SCS Engineers standard fee schedule in effect at the time of performance, unless otherwise agreed, subject to the terms and conditions of the Master Services Agreement between the parties.

- ☒ SCS Engineers will be compensated in the lump sum amount of

Task 1: Title 118 Groundwater Sampling and Reporting

First Calendar Quarter 2021 - \$6,600 + analytical (est. \$900)
Third Calendar Quarter 2021 - \$7,000 + analytical (est. \$1,650)
Each event will be billed monthly on a percentage complete basis.

Task 2: Title 132 Groundwater Sampling and Reporting

Sanitas Software Annual License Renewal - \$250 (due October Annually)
First Calendar Quarter 2021 - \$ 8,150 + analytical (est. \$1,300)
Third Calendar Quarter 2021 - \$8,150 + analytical (est. \$1,300)
Each event will be billed monthly on a percentage complete basis.

- ☒ SCS Engineers will be compensated for time and expenses in accordance with SCS Engineers' standard rates in effect at the time of performance.
Task 3: Professional Services

- ☐ Other: SCS Engineers will be compensated as follows: _____

Services by CLIENT:

Provide readily available information as it pertains to this assignment. SCS Engineers will rely on information provided by the City and others as accurate without independent verification unless specifically requested to review / verify by the City. The City will be responsible for compensating SCS

Amendment FY2023-001
City of Alliance

Engineers for maintaining a license for the statistical software Sanitas™ for groundwater analysis and the cost of laboratory analysis and cooler shipping consistent with previous sampling events.

Services by Others:

Laboratory analytical services will be provided by SCS Engineers' subcontracted laboratory and will be direct billed to SCS Engineers. These services are not included in the lump sum fee quoted above. Laboratory analytical services will be billed on a Time and materials basis subject to MSA terms. No other subcontracted services are known or proposed at this time.

Governing Agreement:

The above referenced services shall be performed in accordance with the terms and conditions set forth in the AGREEMENT FOR PROFESSIONAL SERVICES dated 23 June 2011, between SCS Engineers (formerly Aquaterra Environmental Solutions, Inc.) and CLIENT and the Letter of Consent for Assignment of AGREEMENT FOR PROFESSIONAL SERVICES from Aquaterra Environmental Solutions, Inc. to Stearns, Conrad and Schmidt, Consulting Engineers, Inc. dba SCS Engineers.

Acceptance of Individual Scope of Services Proposal as indicated above:

SCS ENGINEERS

Signature

Charles G. Joyce

Typed/Printed Name

Sr. Project Manager

Title

10/27/2022

Date of Signature

CITY OF ALLIANCE, NE

Signature

Typed/Printed Name

Title

Date of Signature

RESOLUTION NO. 22-90

WHEREAS, The City of Alliance owns and operates the Alliance Municipal Airport; and

WHEREAS, There are buildings which are available for lease to the public; and

WHEREAS, Building #3209 is vacant; and

WHEREAS, Terry Mahaffey and Kathleen Mahaffey has offered to lease Building #3209 under the terms of the Building Lease which is included in the Council's packet; and

WHEREAS, Staff believes that the terms and provisions of the Building Lease Agreement are fair and equitable and in the City's best interest; and

WHEREAS, City Council agrees that it is in the best interest of the City of Alliance and the Alliance Municipal Airport to enter into a one-year lease agreement with an automatic renewal on a month-to-month basis with Terry Mahaffey and Kathleen Mahaffey in the initial amount of One Thousand Twenty Dollars and No/100ths (\$1,020) per month.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Alliance, Nebraska, that the Mayor is authorized to execute, on behalf of the City of Alliance, the Building Lease for Building #3209.

PASSED AND APPROVED this 15th day of November, 2022.

Mike Dafney, Mayor

(SEAL)

Attest: _____
Tarah S. Johnson, City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Office, Legal Counsel

BUILDING LEASE

THIS AGREEMENT is made on November 15, 2022 by and between the City of Alliance, a Nebraska Political Subdivision (hereinafter the "Owner") and Terry and Kathleen Mahaffey, (hereinafter the "Tenant" whether one or more).

Recitals:

A. The Owner owns the following described premises (hereinafter the "Premises") located in Alliance, Box Butte County, Nebraska:

Building # 3209 Located upon airport property consisting of entire building;
9,600 square feet.

B. The Owner leases the Premises to the Tenant according to the terms of this Lease.

The Lease:

1. Term.

The term of this Lease shall be from December 1, 2022, through November 30, 2023 (hereinafter the "Term"). At the end of the Term, the lease shall automatically continue on a month-to-month basis unless terminated as provided by the terms of this Lease.

2. Rent.

A. The Tenant agrees to pay the Owner rent (hereinafter the "Rent") in the amount of \$1,020 per month during the Term of this Lease. Rent for each month shall be due and payable on the first day of each month. For each month that Rent is due and unpaid, late charges of 1% of the monthly rent shall be chargeable and assessed on the first day of each following month that the rent remains unpaid.

B. All Rent shall be sent to City of Alliance, Attn: Accounting, P.O. Box D, Alliance, Nebraska 69301. Please make checks payable to City of Alliance.

C. If the Tenant continues possession of the Premises on a month-to-month basis after the Term of this Lease expires, the amount of monthly Rent shall be subject to an increase without regard to the Rent for the current Term of this Lease. In all cases, the Rent shall increase at a minimum of two percent (2%) per month. The Owner reserves the right to implement a Rent increase greater than two percent (2%) per month. Provided, however, in all cases of a Rent increase, the Owner shall provide the Tenant with thirty (30) days' notice of the increased Rent.

3. Deposit.

A. Before the Term of this Lease begins, the Tenant agrees to pay a deposit fee to the Owner in the amount of \$2,000, equal to the first and last month's Rent under this Lease. The deposit fee will be retained by the Owner and used to repair any damages attributable to the

Tenant and discovered after termination. In the case of the failure to pay Rent, the Owner may credit the deposit fee against any amount owed by the Tenant.

B. The Owner shall deliver to the Tenant within a reasonable time after termination the amount of the deposit fee that remains after repairing any damages attributable to the Tenant and after crediting the deposit fee against any amount of Rent owed by the Tenant.

4. Notice.

Any notice provided or required under this Lease shall be sufficient if it is:

A. Mailed by first class United States mail to any address filed by the Tenant with the office of the Airport Director and contemporaneously posted on the door of the Premises;

B. Delivered in hand to the Tenant or the Tenant's designated agent.

5. Utilities and Services.

The Tenant agrees to pay for all water, sewer, sanitation, gas, and electric services furnished to the Tenant or used by the Tenant on or about the Premises. Before the Term of this Lease begins, Tenant agrees to transfer all water, sewer, sanitation, gas, and electric service accounts to his or her name. Tenant shall keep the Premises free and clear of any lien or encumbrance of any kind whatsoever created by the Tenant's acts or omissions under this Part.

6. Damage to the Premises.

For all damages not attributable to the fault of the Tenant:

A. In the case of fire, water, or other casualty to the Premises, if the damage is so extensive that the Owner elects not to repair the Premises, this Lease shall terminate. After termination, the Tenant will have no obligation to pay Rent for the remaining Term of this Lease, and shall be reimbursed the prorated amount of Rent paid for the month during which the damage occurred.

B. In all other cases of fire, water, or other casualty to the Premises, the Owner shall repair the damage in a reasonable time and manner. If the damage has rendered the Premises not reasonably usable until repair, there shall be an apportionment of Rent until the Premises are repaired to a reasonably usable condition.

C. The decision to repair and replace the Premises shall be solely at the Owner's discretion, and the Owner has no responsibility or obligation to repair the Premises under Part 6.B of this Lease so long as the Owner's rights and obligations under Part 6.A of this lease are exercised.

For all damages attributable to the fault of the Tenant:

A. The Tenant agrees to reimburse and indemnify the Owner for damages in the case of any casualty to the Premises caused by the fault or actions of the Tenant, and shall hold the Owner harmless from any loss, cost, or damage that may arise from any damages attributable to the fault or actions of the Tenant.

B. The Tenant agrees that he or she is not a co-insured under any property, liability, or casualty insurance of the Owner and is not covered by any property, liability, or casualty insurance of the Owner. The Tenant agrees that no part of the Rent under this Lease is attributable to the Owner's premiums for property, liability, or casualty insurance, and understands that he or she may be liable to the Owner's insurer for any claim of indemnity, subrogation, or reimbursement arising from any damages under this Part.

C. In light of the foregoing, the Tenant agrees to deliver to the Owner before the Term of this Lease begins a certificate of insurance for the following types and minimum amounts of coverage: (I) one hundred thousand (\$100,000.00) in property damage coverage; and (II) Premises medical liability in the amount of one thousand (\$1,000.00). In no event shall the Owner's failure to enforce these requirements constitute a waiver of the Tenant's obligations under this Part. The Owner shall be made an additional insured under such policy or policies, and such insurer shall waive rights of subrogation against the Owner to the extent not waived by the Owner's additional insured status.

D. For the purposes of this Part, damages attributable to the fault of the Tenant shall mean damages caused by the Tenant's negligent, careless, reckless, or intentional acts or omissions, or by the negligent, careless, reckless, or intentional acts or omissions of the Tenant's agents, visitors, guests, or permittees.

E. In the event that the Premises abut another tenant's premises or sit within the same physical structure as another's tenant's premises, the Provisions of this Part shall apply as if the Tenant leased the entire physical structure.

7. Upkeep.

A. During the Term of this Lease, the Tenant agrees to maintain any heating, cooling, and electrical systems by replacing bulbs or filters, lubricating and cleaning any moving parts, and making all other minor repairs as are necessary to keep the fixtures, equipment, and Premises in good condition and repair.

B. The Tenant agrees to surrender possession of the Premises upon termination to the Owner in as good a condition as the Premises existed at the beginning of this Lease, reasonable wear and depreciation expected.

C. The Owner agrees to maintain the roof and building structure, including the exterior walls and the heating, cooling, or electrical systems in a safe and serviceable condition. The Owner shall fulfill these obligations at the Owner's own expense, except for any damages attributable to the fault of the Tenant under Part 6 of this Lease.

8. Quiet Enjoyment.

So long as the Tenant pays Rent when it comes due and fulfills his or her remaining obligations under this Lease, the Tenant shall peaceably hold and enjoy the leased premises without interruption by the Owner or other person claiming under the owner. Provided, however, the Tenant agrees to permit the Owner to enter the Premises at all reasonable times to inspect the Premises and to make repairs as the Owner is obligated to make.

9. Use of Premises

A. The Tenant agrees to use the Premises only for storage and activities directly related to storage. In the event the Tenant desires to use the Premises other than for storage and storage-related activities, the Tenant shall submit a request to Owner in writing setting forth in detail the proposed activities. The Owner, within a reasonable time, may consent to and allow, in writing, the non-storage proposed activities. No capital improvements or fixtures may be made or added to the Premises without the Owner's prior, written consent.

B. The decision to consent to and allow any non-storage activities under this Part is solely within the discretion of the Owner and may be withheld for any reason. Without consent and allowance from the Owner, the Tenant may not use the Premises for any reason other than storage and activities directly related to storage. The Owner reserves the right to deny, in part, any portion of the request for non-storage activities and allow, in part, the remaining request for non-storage activities under this Part.

C. No materials or equipment may be stored outside of the building at any time. All storage activities must occur within the building and outside the view of the public.

10. Sublease and Assignment.

A. The Tenant shall not have the ability to sublet the Premises or any portion thereof or assign this lease to a third party.

B. This lease is binding upon the Tenant and his or her heirs, successors, and personal representatives regardless of any sublease or assignment in violation of this Lease, and is binding upon any sublessee or assignee, their heir, successors, assigns, and personal representatives.

11. Subordination

This lease is subordinate to provisions of the any existing or future agreement between the Owner and the United States of American, agencies thereof, or the State of Nebraska, and agencies thereof relative to operation, development, and maintenance of the airport.

12. Taxes.

A. For real estate or property taxes assessed on the Premises, the Owner will pay the amount of real estate or property taxes on or before their date due. If the Tenant occupies the Premises on the first day of March before the due date, the Tenant shall reimburse the Owner for his or her share of the amount of real estate or property taxes paid or to be paid regardless of whether the Tenant occupied the Premises during the period in which the taxes were assessed. For purposes of this Part, the Tenant's share of real estate and property taxes shall mean the Tenant's share after considering the number of other Tenants concurrently occupying the same building or property on which the tax assessment was applied. The Owner shall give the Tenant notice of the amount to be reimbursed by March 1 of each year following the year of assessment with all amounts due by April 1 following the year of assessment.

B. The Tenant agrees to pay all other taxes and assessments on any personal property, buildings, fixtures, or improvements owned by the Tenant and situated on the Premises.

13. Remedies upon Default.

In the event of a default by either party, the other party shall have all rights provided by law. Upon the event of the Tenant's default, the Owner may terminate this Lease by service of written notice of such termination upon Tenant and re-enter and regain possession of the Premises on the date specified in such notice of termination and in the manner provided by the laws of Nebraska then in effect. Provided, however, upon the event of the Tenant's default, the Owner may, without terminating this lease, choose to re-let the Premises or any part thereof for the account of the Tenant.

Each of the following is deemed an event of default under this Lease:

A. Failure of the Tenant to pay the Rent due under this Lease within thirty (30) days of due date thereof.

B. Breach by the Tenant of any covenants or other obligations of Tenant set forth in this Lease and the failure of the Tenant to remedy such breach within fifteen (15) days of notice provided by the Owner.

C. The making of any assignment by the Tenant for the benefit of creditors, or the filing by the Tenant or against the Tenant of a petition in bankruptcy, or the filing of any petition against the Tenant for the foreclosure of any judgment lien against the Premises, or the levy of any writ of execution upon the Premises.

14. Termination.

A. At the end of the Term of this Lease, if the Owner desires to prevent a continued tenancy on a month-to-month basis, the Owner shall give thirty (30) days' notice in writing the Lease will terminate. In that event, the Tenant shall have no right to continue the tenancy on a

month-to-month basis and the Owner may take any action available under Part 13 of this Lease to remove the Tenant and his or her possessions from the Premises.

B. At the end of the Term of this Lease, if the Tenant desires to prevent a continued tenancy, the Tenant shall give thirty (30) days' notice in writing the Lease will terminate and vacate the Premises as of the last date of this Lease. Tenant shall remove all of his or her possessions from the Premises on that date. Failure to vacate the Premises and remove possessions from the premises on the last date of this Lease shall result in a continued month-to-month, subject to any increase in Rent under Part 2 of this Lease.

C. This Lease shall terminate, and the obligations of both parties under this Lease shall end, upon the occurrence of a Force Majeure event that is beyond the control of either party and that prevents either party from complying or performing the obligations under this Lease. A "Force" Majeure" event includes unforeseen circumstances beyond the control of either party against which it would have been unreasonable for the affected party to take precautions and which the affected party could not have avoided using best efforts, such as an act of God or other natural disaster (such as wind storm, tornado, earthquake, fire not caused by the act or negligence of either party, flood, etc.), war, hostilities, or acts of terrorism.

15. Miscellaneous.

A. No waiver of any breach of any provision of this Lease will be deemed a waiver of any other breach of this Lease. No extension of time for performance of any act will be deemed an extension of the time for performance of any other act.

B. This Lease may be executed in one or more counterparts, each of which may be considered as an original.

C. This Lease shall be construed according to the laws of Nebraska.

D. This Lease contains the entire agreement of the parties, and may be amended only in writing signed by all parties.

[SIGNATURE PAGE]

City of Alliance

Tenant(s)

By: _____
Mike Dafney, Mayor

Terry A Mahaffey
Terry Mahaffey

Kathleen Mahaffey
Kathleen Mahaffey

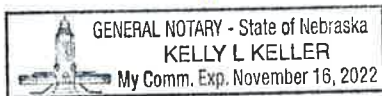
STATE OF NEBRASKA, County of _____ : ss.

The above and foregoing was acknowledged before me on _____ by Mike Dafney, Mayor for the City of Alliance.

Notary Public

STATE OF NEBRASKA, County of Box Butte : ss.

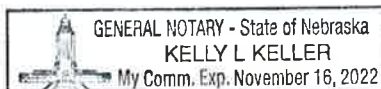
The above and foregoing was acknowledged before me on November 7, 2022 by
Terry A. Mahaffey



Kelly L. Keller
Notary Public

STATE OF NEBRASKA, County of Box Butte : ss.

The above and foregoing was acknowledged before me on November 7, 2022 by
Kathleen Mahaffey



Kelly L. Keller
Notary Public

Tenant's Address:

703 Platte Ave
Alliance, NE 69301

Tenant's Phone Number:

303-908-6843

RESOLUTION NO. 22-91

WHEREAS, The City of Alliance owns and operates the Alliance Municipal Airport; and

WHEREAS, There are buildings which are available for lease to the public; and

WHEREAS, Building #304 is vacant; and

WHEREAS, Gary Tiensvold has offered to lease Building #304 under the terms of the Building Lease which is included in the Council's packet; and

WHEREAS, Staff believes that the terms and provisions of the Building Lease Agreement are fair and equitable and in the City's best interest; and

WHEREAS, City Council agrees that it is in the best interest of the City of Alliance and the Alliance Municipal Airport to enter into a one-year lease agreement with an automatic renewal on a month-to-month basis with Gary Tiensvold in the initial amount of One Hundred Seventy Dollars and No/100ths (\$170) per month.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Alliance, Nebraska, that the Mayor is authorized to execute, on behalf of the City of Alliance, the Building Lease for Building #304.

PASSED AND APPROVED this 15th day of November, 2022.

Mike Dafney, Mayor

(SEAL)

Attest: _____
Tarah S. Johnson, City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Office, Legal Counsel

BUILDING LEASE

THIS AGREEMENT is made on November 15, 2022 by and between the City of Alliance, a Nebraska Political Subdivision (hereinafter the "Owner") and Gary Tiensvold, (hereinafter the "Tenant" whether one or more).

Recitals:

A. The Owner owns the following described premises (hereinafter the "Premises") located in Alliance, Box Butte County, Nebraska:

Building #304. Located upon airport property consisting of entire building; 2,657 square feet AND land area (68' x 85') 5,780 square feet

B. The Owner leases the Premises to the Tenant according to the terms of this Lease.

The Lease:

1. Term.

The term of this Lease shall be from December 1, 2022, through November 30, 2023 (hereinafter the "Term"). At the end of the Term, the lease shall automatically continue on a month-to-month basis unless terminated as provided by the terms of this Lease.

2. Rent.

A. The Tenant agrees to pay the Owner rent (hereinafter the "Rent") in the amount of \$170.00 per month during the Term of this Lease. Rent for each month shall be due and payable on the first day of each month. For each month that Rent is due and unpaid, late charges of 1% of the monthly rent shall be chargeable and assessed on the first day of each following month that the rent remains unpaid.

B. All Rent shall be sent to City of Alliance, Attn: Accounting, P.O. Box D, Alliance, Nebraska 69301. Please make checks payable to City of Alliance.

C. If the Tenant continues possession of the Premises on a month-to-month basis after the Term of this Lease expires, the amount of monthly Rent shall be subject to an increase without regard to the Rent for the current Term of this Lease. In all cases, the Rent shall increase at a minimum of two percent (2%) per month. The Owner reserves the right to implement a Rent increase greater than two percent (2%) per month. Provided, however, in all cases of a Rent increase, the Owner shall provide the Tenant with thirty (30) days' notice of the increased Rent.

3. Notice.

Any notice provided or required under this Lease shall be sufficient if it is:

A. Mailed by first class United States mail to any address filed by the Tenant with the office of the Airport Director and contemporaneously posted on the door of the Premises;

B. Delivered in hand to the Tenant or the Tenant's designated agent.

4. Utilities and Services.

The Tenant agrees to pay for all water, sewer, sanitation, gas, and electric services furnished to the Tenant or used by the Tenant on or about the Premises. Before the Term of this Lease begins, Tenant agrees to transfer all water, sewer, sanitation, gas, and electric service accounts to his or her name. Tenant shall keep the Premises free and clear of any lien or encumbrance of any kind whatsoever created by the Tenant's acts or omissions under this Part.

5. Damage to the Premises.

For all damages not attributable to the fault of the Tenant:

A. In the case of fire, water, or other casualty to the Premises, if the damage is so extensive that the Owner elects not to repair the Premises, this Lease shall terminate. After termination, the Tenant will have no obligation to pay Rent for the remaining Term of this Lease, and shall be reimbursed the prorated amount of Rent paid for the month during which the damage occurred.

B. In all other cases of fire, water, or other casualty to the Premises, the Owner shall repair the damage in a reasonable time and manner. If the damage has rendered the Premises not reasonably usable until repair, there shall be an apportionment of Rent until the Premises are repaired to a reasonably usable condition.

C. The decision to repair and replace the Premises shall be solely at the Owner's discretion, and the Owner has no responsibility or obligation to repair the Premises under Part 6.B of this Lease so long as the Owner's rights and obligations under Part 6.A of this lease are exercised.

For all damages attributable to the fault of the Tenant:

A. The Tenant agrees to reimburse and indemnify the Owner for damages in the case of any casualty to the Premises caused by the fault or actions of the Tenant, and shall hold the Owner harmless from any loss, cost, or damage that may arise from any damages attributable to the fault or actions of the Tenant.

B. The Tenant agrees that he or she is not a co-insured under any property, liability, or casualty insurance of the Owner and is not covered by any property, liability, or casualty insurance of the Owner. The Tenant agrees that no part of the Rent under this Lease is attributable to the Owner's premiums for property, liability, or casualty insurance, and understands that he or she may be liable to the Owner's insurer for any claim of indemnity, subrogation, or reimbursement arising from any damages under this Part.

C. In light of the foregoing, the Tenant agrees to deliver to the Owner before the Term of this Lease begins a certificate of insurance for the following types and minimum amounts of coverage: (I) one hundred thousand (\$100,000.00) in property damage coverage; and (II) Premises medical liability in the amount of one thousand (\$1,000.00). In no event shall the Owner's failure to enforce these requirements constitute a waiver of the Tenant's obligations under this Part. The Owner shall be made an additional insured under such policy or policies, and such insurer shall waive rights of subrogation against the Owner to the extent not waived by the Owner's additional insured status.

D. For the purposes of this Part, damages attributable to the fault of the Tenant shall mean damages caused by the Tenant's negligent, careless, reckless, or intentional acts or omissions, or by the negligent, careless, reckless, or intentional acts or omissions of the Tenant's agents, visitors, guests, or permittees.

E. In the event that the Premises abut another tenant's premises or sit within the same physical structure as another's tenant's premises, the Provisions of this Part shall apply as if the Tenant leased the entire physical structure.

6. Upkeep.

A. During the Term of this Lease, the Tenant agrees to maintain any heating, cooling, and electrical systems by replacing bulbs or filters, lubricating and cleaning any moving parts, and making all other minor repairs as are necessary to keep the fixtures, equipment, and Premises in good condition and repair.

B. The Tenant agrees to surrender possession of the Premises upon termination to the Owner in as good a condition as the Premises existed at the beginning of this Lease, reasonable wear and depreciation expected.

C. The Owner agrees to maintain the roof and building structure, including the exterior walls and the heating, cooling, or electrical systems in a safe and serviceable condition. The Owner shall fulfill these obligations at the Owner's own expense, except for any damages attributable to the fault of the Tenant under Part 5 of this Lease.

7. Quiet Enjoyment.

So long as the Tenant pays Rent when it comes due and fulfills his or her remaining obligations under this Lease, the Tenant shall peaceably hold and enjoy the leased premises without interruption by the Owner or other person claiming under the owner. Provided, however, the Tenant agrees to permit the Owner to enter the Premises at all reasonable times to inspect the Premises and to make repairs as the Owner is obligated to make.

8. Use of Premises

A. The Tenant agrees to use the Premises only for storage and activities directly related to storage. In the event the Tenant desires to use the Premises other than for storage and storage-related activities, the Tenant shall submit a request to Owner in writing setting forth in detail the proposed activities. The Owner, within a reasonable time, may consent to and allow, in writing, the non-storage proposed activities. No capital improvements or fixtures may be made or added to the Premises without the Owner's prior, written consent.

B. The decision to consent to and allow any non-storage activities under this Part is solely within the discretion of the Owner and may be withheld for any reason. Without consent and allowance from the Owner, the Tenant may not use the Premises for any reason other than storage and activities directly related to storage. The Owner reserves the right to deny, in part, any portion of the request for non-storage activities and allow, in part, the remaining request for non-storage activities under this Part.

C. No materials or equipment may be stored outside of the building at any time. All storage activities must occur within the building and outside the view of the public.

9. Sublease and Assignment.

A. The Tenant shall not have the ability to sublet the Premises or any portion thereof or assign this lease to a third party.

B. This lease is binding upon the Tenant and his or her heirs, successors, and personal representatives regardless of any sublease or assignment in violation of this Lease, and is binding upon any sublessee or assignee, their heir, successors, assigns, and personal representatives.

10. Subordination

This lease is subordinate to provisions of the any existing or future agreement between the Owner and the United States of American, agencies thereof, or the State of Nebraska, and agencies thereof relative to operation, development, and maintenance of the airport.

11. Taxes.

A. For real estate or property taxes assessed on the Premises, the Owner will pay the amount of real estate or property taxes on or before their date due. If the Tenant occupies the Premises on the first day of March before the due date, the Tenant shall reimburse the Owner for his or her share of the amount of real estate or property taxes paid or to be paid regardless of whether the Tenant occupied the Premises during the period in which the taxes were assessed. For purposes of this Part, the Tenant's share of real estate and property taxes shall mean the Tenant's share after considering the number of other Tenants concurrently occupying the same building or property on which the tax assessment was applied. The Owner shall give the Tenant

notice of the amount to be reimbursed by March 1 of each year following the year of assessment with all amounts due by April 1 following the year of assessment.

B. The Tenant agrees to pay all other taxes and assessments on any personal property, buildings, fixtures, or improvements owned by the Tenant and situated on the Premises.

12. Remedies upon Default.

In the event of a default by either party, the other party shall have all rights provided by law. Upon the event of the Tenant's default, the Owner may terminate this Lease by service of written notice of such termination upon Tenant and re-enter and regain possession of the Premises on the date specified in such notice of termination and in the manner provided by the laws of Nebraska then in effect. Provided, however, upon the event of the Tenant's default, the Owner may, without terminating this lease, choose to re-let the Premises or any part thereof for the account of the Tenant.

Each of the following is deemed an event of default under this Lease:

A. Failure of the Tenant to pay the Rent due under this Lease within thirty (30) days of due date thereof.

B. Breach by the Tenant of any covenants or other obligations of Tenant set forth in this Lease and the failure of the Tenant to remedy such breach within fifteen (15) days of notice provided by the Owner.

C. The making of any assignment by the Tenant for the benefit of creditors, or the filing by the Tenant or against the Tenant of a petition in bankruptcy, or the filing of any petition against the Tenant for the foreclosure of any judgment lien against the Premises, or the levy of any writ of execution upon the Premises.

13. Termination.

A. At the end of the Term of this Lease, if the Owner desires to prevent a continued tenancy on a month-to-month basis, the Owner shall give thirty (30) days' notice in writing the Lease will terminate. In that event, the Tenant shall have no right to continue the tenancy on a month-to-month basis and the Owner may take any action available under Part 12 of this Lease to remove the Tenant and his or her possessions from the Premises.

B. At the end of the Term of this Lease, if the Tenant desires to prevent a continued tenancy, the Tenant shall give thirty (30) days' notice in writing the Lease will terminate and vacate the Premises as of the last date of this Lease. Tenant shall remove all of his or her possessions from the Premises on that date. Failure to vacate the Premises and remove possessions from the premises on the last date of this Lease shall result in a continued month-to-month, subject to any increase in Rent under Part 2 of this Lease.

C. This Lease shall terminate, and the obligations of both parties under this Lease shall end, upon the occurrence of a Force Majeure event that is beyond the control of either party and that prevents either party from complying or performing the obligations under this Lease. A "Force" Majeure" event includes unforeseen circumstances beyond the control of either party against which it would have been unreasonable for the affected party to take precautions and which the affected party could not have avoided using best efforts, such as an act of God or other natural disaster (such as wind storm, tornado, earthquake, fire not caused by the act or negligence of either party, flood, etc.), war, hostilities, or acts of terrorism.

15. **Miscellaneous.**

A. No waiver of any breach of any provision of this Lease will be deemed a waiver of any other breach of this Lease. No extension of time for performance of any act will be deemed an extension of the time for performance of any other act.

B. This Lease may be executed in one or more counterparts, each of which may be considered as an original.

C. This Lease shall be construed according to the laws of Nebraska.

D. This Lease contains the entire agreement of the parties, and may be amended only in writing signed by all parties.

[SIGNATURE PAGE]

City of Alliance

Tenant(s)

By: _____
Mike Dafney, Mayor

Gary Tiensoold

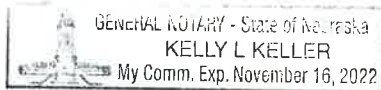
STATE OF NEBRASKA, County of _____: ss.

The above and foregoing was acknowledged before me on _____ by Mike Dafney, Mayor for the City of Alliance.

Notary Public

STATE OF NEBRASKA, County of Box Butte: ss.

The above and foregoing was acknowledged before me on November 2, 2022 by Gary Tiensoold



Notary Public

Tenants Address:

1107 Potash Ave

Alliance Ne 69301

Tenant's Phone Number:

308 740 0200

RESOLUTION NO. 22-92

WHEREAS, State of Nebraska Statutes, sections 39-2302, and 39-2511 through 39-2515 details the requirements that must be met in order for a municipality to qualify for an annual Incentive Payment; and

WHEREAS, State of Nebraska Department of Transportation (NDOT) requires that each incorporated municipality must annually certify (by December 31st of each year) the appointment of the City Street Superintendent to the NDOT using the Year-End Certification of City Street Superintendent form; and

WHEREAS, The NDOT requires that such certification shall also include a copy of the meeting minutes showing the appointment of the City Street Superintendent by their name as it appears on their License (if applicable), their License Number and Class of License (if applicable), and type of appointment, i.e., employed, contract (consultant, or interlocal agreement with another incorporated municipality and/or county), and the beginning date of the appointment; and

WHEREAS, The NDOT also requires that such Year-End Certification of City Street Superintendent form shall be signed by the Mayor and shall include a copy of a resolution of the governing body authorizing the signing of the Year-End Certification of City Street Superintendent form by the Mayor.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Alliance, Nebraska, that the Mayor is authorized to sign the attached Year-End Certification of City Street Superintendent form.

PASSED AND APPROVED this 15th day of November, 2022.

Mike Dafney, Mayor

(SEAL)

Attest: _____
Tarrah S. Johnson, City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Office, Legal Counsel

Do not recreate or revise this document. Revisions and recreations will not be accepted. Copying this form is acceptable; see (3) below. **Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2022.** Documents include the original Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT by December 31, 2022.

Year-End Certification of City Street Superintendent For Determining Incentive Payment in Calendar Year 2022

Separate forms may be needed to account for the entire year, see (3) below

This Form Covers the Following Period: _____, 2022 to _____, 2022
(Month) (Day) (Month) (Day)

*(1)(a) The municipality of _____ certifies that: _____
(Print name of City or Village) (Print name of Superintendent as it appears on license card if applicable)
was the appointed City Street Superintendent during the above period. **IF A NAME IS NOT ENTERED ABOVE (NO APPOINTED CITY STREET SUPERINTENDENT FOR THIS PERIOD), SKIP TO (2) BELOW.**

(b) the superintending services of the above listed individual were provided by: (Check one box)

- ☐ Employment with this Municipality ☐ Contract (consultant) with this Municipality ☐ Contract (interlocal agreement) between this Municipality and the following listed Municipality(ies) and/or County(ies) _____

(c) and the above listed individual **assisted** in the following: *Reference Neb. Rev. Stat. §39-2512*

1. Developing and annually updating a long-range plan based on needs and coordinated with adjacent local governmental units,
2. Developing an annual program for design, construction, and maintenance,
3. Developing an annual budget based on programmed projects and activities,
4. Submitting such plans, programs, and budgets to the local governing body for approval; and
5. Implementing the capital improvements and maintenance activities provided in the approved plans, programs, and budgets,

(d) the above listed individual also served as (Check all boxes that apply) city engineer ☐ village engineer ☐
public works director ☐ city manager ☐ city administrator ☐ street commissioner ☐

(e) If the above listed individual is a Licensed City Street Superintendent, enter their Superintendent's License Number S- _____
and Class of License _____, and/or
(A or B)

(f) If the above listed individual is a Licensed Engineer in Nebraska, enter their Engineer's License Number E- _____

(2) _____
Signature of Mayor ☐ **Village Board Chairperson** ☐

*(3) If during the calendar year your municipality (a) did not have a city street superintendent for any portion(s) of the year; or (b) had an appointed city street superintendent that was not licensed for any portion(s) of the year; or (c) had one or more appointed licensed city street superintendents for any portion(s) of the year; or (d) had two or more successive licensed superintendents for any portion of the year, please complete a separate Year-End Certification form for each period. **Copy this form as needed to account for these separate periods.**

(4) The payment amount will be computed based on (a) your most recent Federal Census as certified by the Tax Commissioner; (b) the number of full calendar months served by the appointed superintendent who is licensed or exempted from licensure under the Superintendents Act; (c) class of license, A or B if applicable; and (d) if the appointed City Street Superintendent assisted with the required duties in (1)(c) above. *Reference Neb. Rev. Stat. §§39-2302 and 39-2511 through 39-2515.*

(5) **Failure to return by December 31, 2022, the Year-End Certification(s), Signing Resolution, and a copy of documentation of the appointment(s) of the superintendent(s) per the instructions will result in your municipality not receiving an Incentive Payment.**



Return the completed original resolution and certification(s), and a copy of the documentation of appointment(s) by December 31, 2022 to:

Highway Local Liaison Coordinator
Boards-Liaison Services Section
Local Assistance Division
Nebraska Department of Transportation
PO Box 94759
Lincoln NE 68509-4759

Narrative

November 15, 2022



RESOLUTION – U.S. EPA BROWNFIELD GRANT SUBMITTAL APPROVAL

As a result of the 2021 Bipartisan Infrastructure Law, additional funds have been appropriated to the cleanup of “Brownfield” areas. Brownfield is the term used for land in need of redevelopment, sometimes, as is our case, which has environmental contamination that must be remediated prior to redevelopment.

The Request for Applications states that the “EPA anticipates awarding a total estimated 73 Cleanup Grants for an estimated total of \$60 million, subject to the quality of applications received, availability of funds, and other applicable considerations.”

The proposed application is for the remediation and abatement of asbestos of the City Power Plant located in the 400 Block of W 2nd Street. The City currently has \$1 million set aside for this work, and it is recommended that the City apply for up to \$2 million to remove all asbestos from this campus.

RECOMMENDATION: APPROVE THE RESOLUTION AUTHORIZING THE SUBMISSION OF FY 2023 CLEANUP GRANT APPLICATION TO THE U.S. ENVIRONMENTAL PROTECTION AGENCY.

RESOLUTION NO. 22-93

WHEREAS, The City of Alliance has an opportunity to apply for grant funding from the U.S. Environmental Protection Agency (EPA) to assist with Brownfield Cleanup projects; and

WHEREAS, The Alliance City Council finds it in the best interest of the citizens of Alliance to apply for the U.S. EPA FY 2023 Cleanup Grant from the U.S. Environmental Protection Agency.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Alliance, Nebraska, to authorize the submittal of the U.S. EPA FY 2023 Cleanup Grant application.

BE IT FURTHER RESOLVED, The Mayor is hereby authorized to execute all documents associated with the submission of this grant application and to accept the grant award if approved by the U.S. Environmental Protection Agency.

PASSED AND APPROVED this 15th day of November, 2022.

Mike Dafney, Mayor

(SEAL)

Attest:

Tarah S. Johnson, City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Office, Legal Counsel



Building the Best Hometown in America ®

Proclamation

WHEREAS, The City of Alliance, Nebraska celebrates our local small businesses and the contributions they make to our local economy and community; and

WHEREAS, according to the United States Small Business Administration, there are 32.5 million small businesses in the United States, small businesses represent 99.7% of firms with paid employees, small businesses are responsible for 62% of net new jobs created since 1995, and small businesses employ 46.8% of the employees in the private sector in the United States, and

WHEREAS, 79% of consumers understand the importance of supporting the small businesses in their community on Small Business Saturday®, 70% report the day makes them want to encourage others to Shop Small®, independently-owned retailers, and 66% report that the day makes them want to Shop Small all year long; and

WHEREAS, 58% of shoppers reported they shopped online with a small business and 54% reported they dined or ordered takeout from a small restaurant, bar, or café on Small Business Saturday in 2021; and

WHEREAS, The City of Alliance, NE supports our local businesses that create jobs, boost our local economy, and preserve our communities; and

WHEREAS, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

NOW, THEREFORE, I, Mike Dafney, Mayor of City of Alliance, NE do hereby proclaim, November 26, 2022, as

SMALL BUSINESS SATURDAY

and urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

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



Community Development Staff Report- Brent Kusek

Applicant:

Jirdon Agri Chemical, Inc.
307 Black Hills Avenue
Alliance, NE 69301

Property

Owner:

Same as Applicant

Proposal:

Rezone of a parcel of land from Ag, Agriculture to C-3, Heavy Commercial.

Legal Description:

A Tract of Land Located in the Southwest Quarter of Section 26, Township 25 North, Range 48 West of the 6th Principal Meridian, Box Butte County, Nebraska, more specifically described as:

Referring To The Southwest Corner Of Said Section 26; Thence, Along The West Line Of Said Section, N00°06'41 "E To A Point Of Intersection With The Northerly Right-Of-Way Line Of 10th Street Extended Westerly, Being A Distance Of 33.00 Feet; Thence, Along Said Extended Northerly Right-Of-Way, N89°56'51 "E To A Point Of Intersection With The Easterly Right-Of-Way Line Of Nebraska Highway #2, Being A Distance Of 60.00 Feet, Said Point Also Being The True Point Of Beginning; Thence, Continuing Along Said Northerly Right-Of-Way, N89°56'51"E To The Southwest Corner Of A Tract Of Land As Described In Deed Book 95, Page 467 Of The Box Butte County, Nebraska Deed Records, Being A Distance Of 400.00 Feet; Thence, On The West Line Of Said Tract And True Northerly Extension, N00°06'41 "E To A Point Of Intersection With The Southerly Boundary Of A Tract Of Land As Described In Deed Book 74, Page 85 Of The Box Butte County, Nebraska Deed Records, Being A Distance Of 1211.04 Feet; Thence, Along Said Southerly Boundary, S89°39'11 "W To A Point Of Intersection With The Said Easterly Highway Right-Of-Way, Being A Distance Of 400.01 Feet; Thence, Along Said Right-Of-Way, S00°06'41 "W For A Distance Of 1208.98 Feet To The True Point Of Beginning, Containing An Area Of 11.11 Acres, More Or Less.

Rezone Location:

The parcel of land is located at the northeast corner of Nebraska Highway 2 and West 10th Street.

Project Description:

The applicant would like to rezone this parcel of land to construct a tire sales shop and vehicle service center. With a rezone to C-3, all businesses listed as permitted uses in the C-3 district will be allowed.

Analysis:

Zoning: The parcel is currently zoned Ag, Agriculture. It is bordered to the north by M-2, Heavy Industrial zoning, to the west and south by C-3 Heavy Commercial, and to the east by C-3 Heavy Commercial, and Ag, Agriculture zoning.

Land Use: The lot is currently used for dryland farming. The parcel is bordered by farming to the west and east, ag commodity processing and storage to the north, implement sales and service to the east, an office building to the west, and a vacant lot to the south.

Lot Size/Area: The parcel is approximately 11.11 acres. There aren't minimum lot sizes or dimensions required for C-3 zoning.

Setbacks: The proposed rezone will change the front setbacks from 50' to 15', the rear setback from 25' to 15', the side setback from 10' to 7' where it is adjacent to Ag zoning and 0' where it is adjacent to C-3 or M-2 zoning, and the side street setback from 50' to 15'. The lot is currently undeveloped.

Transportation: The property is adjacent to Nebraska Highway 2 along the west property line. Highway 2 is considered an urban principal arterial road which is the most traffic intense classification in the Comp Plan. West 10th Street is located to the south and is identified as an Urban Minor Arterial, or the second most traffic intense classification in the Plan.

Comprehensive Plan: The parcel is located outside of City limits but is bordered by City limits to the south, east, and west. The bordering neighborhood is identified as the "West Gateway Neighborhood" by the Comprehensive Plan. It has large gaps in its development which is filled by Ag lands. This is obvious and evident by viewing the area from aerial photography. As its name implies, this is the western gateway to the community and its lack of consistent development and modern development detracts from the overall appearance of this area and does not welcome visitors to Alliance. It is also identified as an objective in the Plan that the City should promote redevelopment in the Western Gateway that enhances the community's image. A rezone to C-3 would be consistent with the image of the West Gateway as a commercial corridor.

Public Notification:

Notification letters were mailed to property owners within 300 feet of the proposed rezone and served to the Box Butte County Commissioners and Alliance Public Schools. Five letters were mailed in total. A sign was posted on the property more than 10 days before the date of the meeting. The letters and sign indicated the date, time, and place of the public hearing.

Findings of Fact:

Findings of fact to recommend its approval may include:

1. The rezone would not create any nonconforming lot sizes.
2. The rezone would not create any nonconforming building setbacks.
3. There is ample access to the rezone parcel.
4. A rezone to C-3 would be consistent with the image of the West Gateway as a commercial corridor as identified in the Comp Plan.
5. The proposed rezone is adjacent to existing C-3 zoning.
6. City utilities are already available in this location.

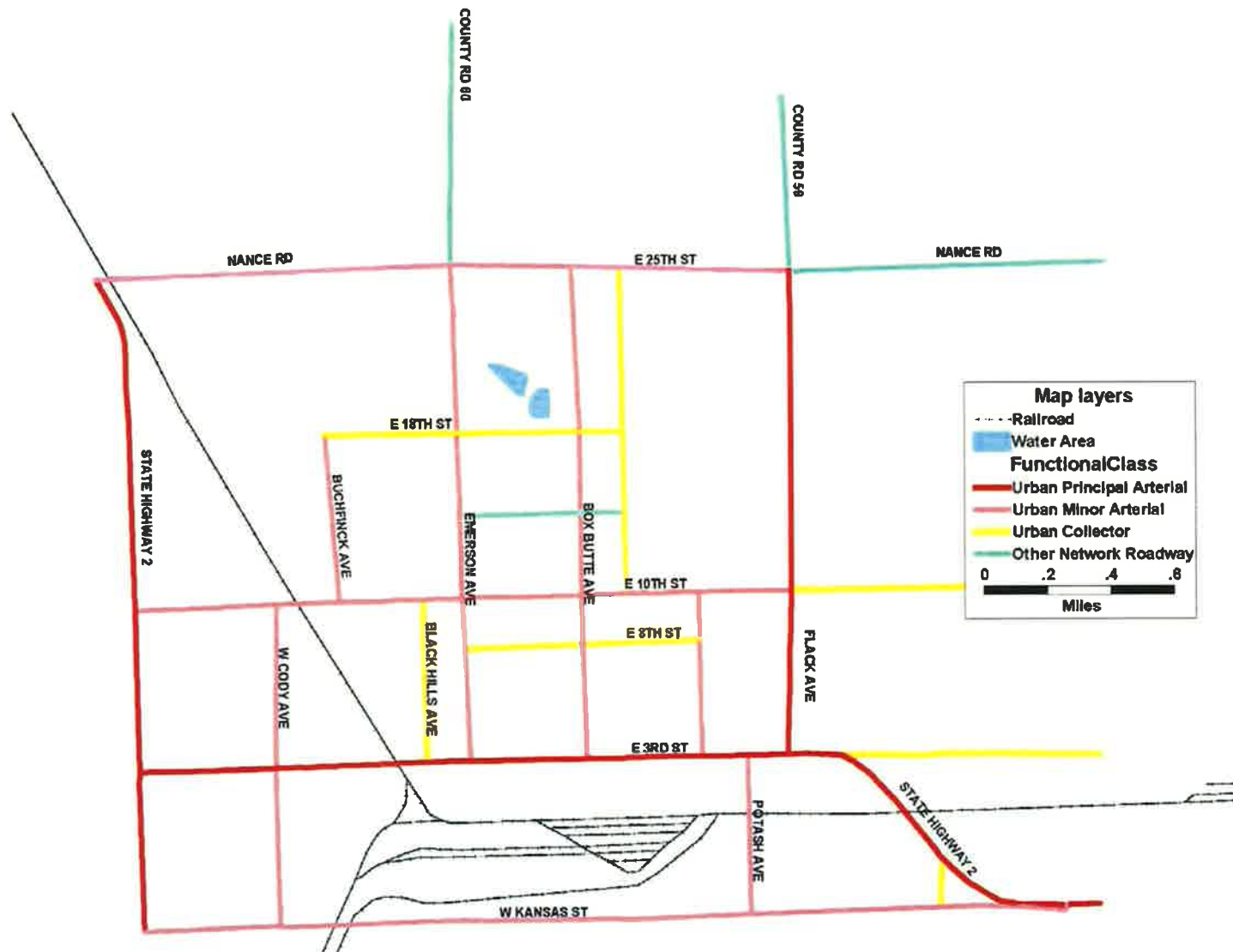
Findings of fact not to recommend approval may include:

1. The rezone would create an increase in traffic entering and leaving the area making the chances for vehicle accidents greater.
2. The proposed rezone is not located within City Limits.
3. The property is not platted.
4. No development plan has been presented to the City for the remainder of the tract.

Staff Recommendation:

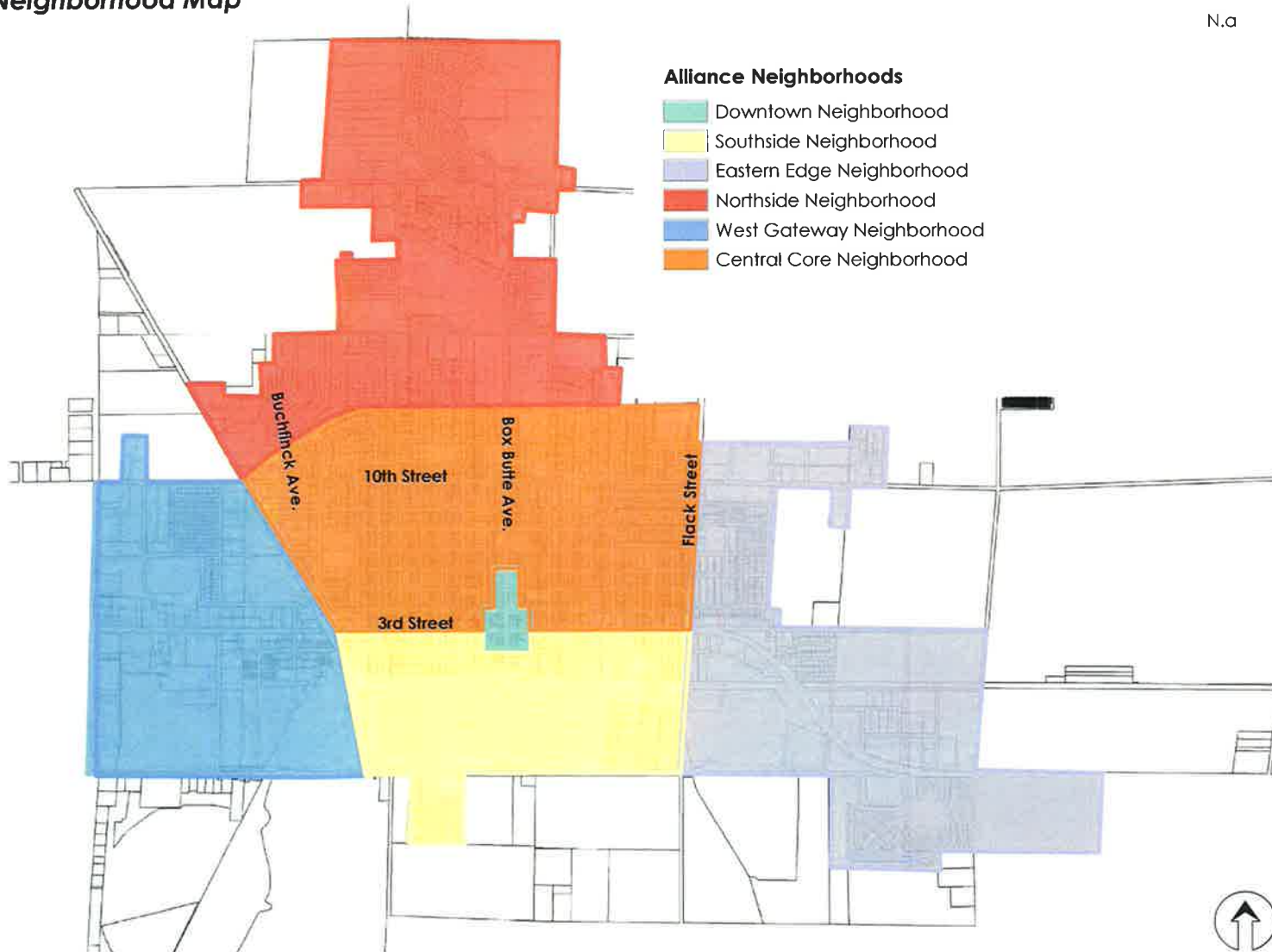
Staff recommends the rezone of an 11.11 Acre Tract of Land Located in the Southwest Quarter of Section 26, Township 25 North, Range 48 West of the 6th Principal Meridian, Box Butte County, Nebraska, as described in the beginning of this report, from Ag, Agriculture to C-3, Heavy Commercial, and that the parcel be annexed into Corporate City Limits upon any development on the lot.

Figure 18: Recommended Future Classification



Alliance Neighborhood Map

N.a



West Gateway Neighborhood

Boundaries

The West Gateway Neighborhood is generally bounded by Nebraska Highway 385 on the west, corporate limits on the north, and the railroad tracks on the south and east. The area is more clearly defined within the West Gateway Neighborhood Boundary Map.

Synopsis

The West Gateway Neighborhood is best described as an eclectic mix of uses and functions. As the primary gateway into the community, the overarching theme of the area is difficult to grasp. The lack of continuity between uses detracts from the initial impression of the community. Design standards that mandate building material, setback, and signage would promote more aesthetically pleasing structures and more predictable development.

Streets and Roadways

The streets and roadways of the West Gateway Neighborhood follow an inconsistent pattern. Some of the streets

follow a traditional grid-like pattern, while others follow an irregular pattern. Streets and roadways in the neighborhood are generally wide, many serving as major transportation corridors within the community. The conditions of the streets are generally good.

This neighborhood has a consistent and connected sidewalk network. The neighborhood lacks continuity among setbacks along the main transportation corridors, specifically 3rd Street. As the primary gateway into the city, this area lacks recognizable or memorable streetscape design. The City of Alliance should consider gateway design regulations on signage, setbacks, and streetscapes to ensure a more dynamic "first impression" of the community. The neighborhood contains 3rd Street, 10th Street, and Highway 385 which are all major transportation corridors in the community.

Housing

Housing in the West Gateway Neighborhood is mostly localized to the northwest segment of the area. Subdivisions are predominantly made up of single-family units and mobile residential units. The condition of the manufactured homes is generally poor, while the condition of single-family units is generally fair.

In terms of diversifying housing value, the neighborhood contains housing best suited for lower incomes, but also contains some middle income housing stock. The age of units within the district is inconsistent and difficult to determine through a visual survey. Residential density seems to be higher than other neighborhoods.

Uses and Functions

The West Gateway Neighborhood contains a variety of uses and functions, none more predominant than another. Residential uses are primarily located in the northwest portion of the area, while retail uses

are typically located along 3rd Street. The neighborhood also possesses a variety of employment uses, including industrial, retail, and service employment uses.

Large tracts of vacant land serve as transition areas between uses and functions. There is certainly a clear delineation between uses, mostly due to lack of development in select areas. This neighborhood also contains Hal Murray Softball Complex as an active recreational use.

Landmarks and Activity Centers

The area does not contain any significant community landmarks or activity centers.

ALLIANCE COMPREHENSIVE PLAN

West Gateway Images

N.13



N.14



N.15



West Gateway Boundary Map

F.e



Eastern Gateway

Location

The eastern gateway is generally begins at the Highway 2 railroad overpass. This gateway serves as an entrance into Alliance from the east.

Image

The gateway does not "present" itself in a welcoming or comfortable way. The roadway is primarily lined with aged industrial and commercial uses, and surrounding neighborhoods are fair to poorly maintained. The surroundings signal no clear entryway into the city as the "Welcome to Alliance" signage appears prior to the area.

Access and Linkage

Highway 2 becomes 3rd Street upon entrance into the city. 3rd Street serves as a primary east-west thoroughfare in Alliance and is well connected to downtown Alliance. However, the re-routing of Highway 385 in previous years has decreased traffic moving toward the gateway on 3rd Street.

Uses and Functions

At this time, the gateway lacks a consistent development pattern. Industrial and highway commercial uses occupy the gateway. Without activity centers or community landmarks, the area will continue to have low levels of pedestrian activity.

Western Gateway

Location

The western gateway is generally located at the intersection of Highway 385 and Highway 2. The gateway serves as an entrance to Alliance from the north, south, and west.

Image

Image and comfort of the western gateway is suspect giving the sparse development pattern, non-compatible uses, and lack of identifiable streetscape. While road conditions are good, inconsistent setbacks and building orientation contribute to a lack of character.

Access and Linkage

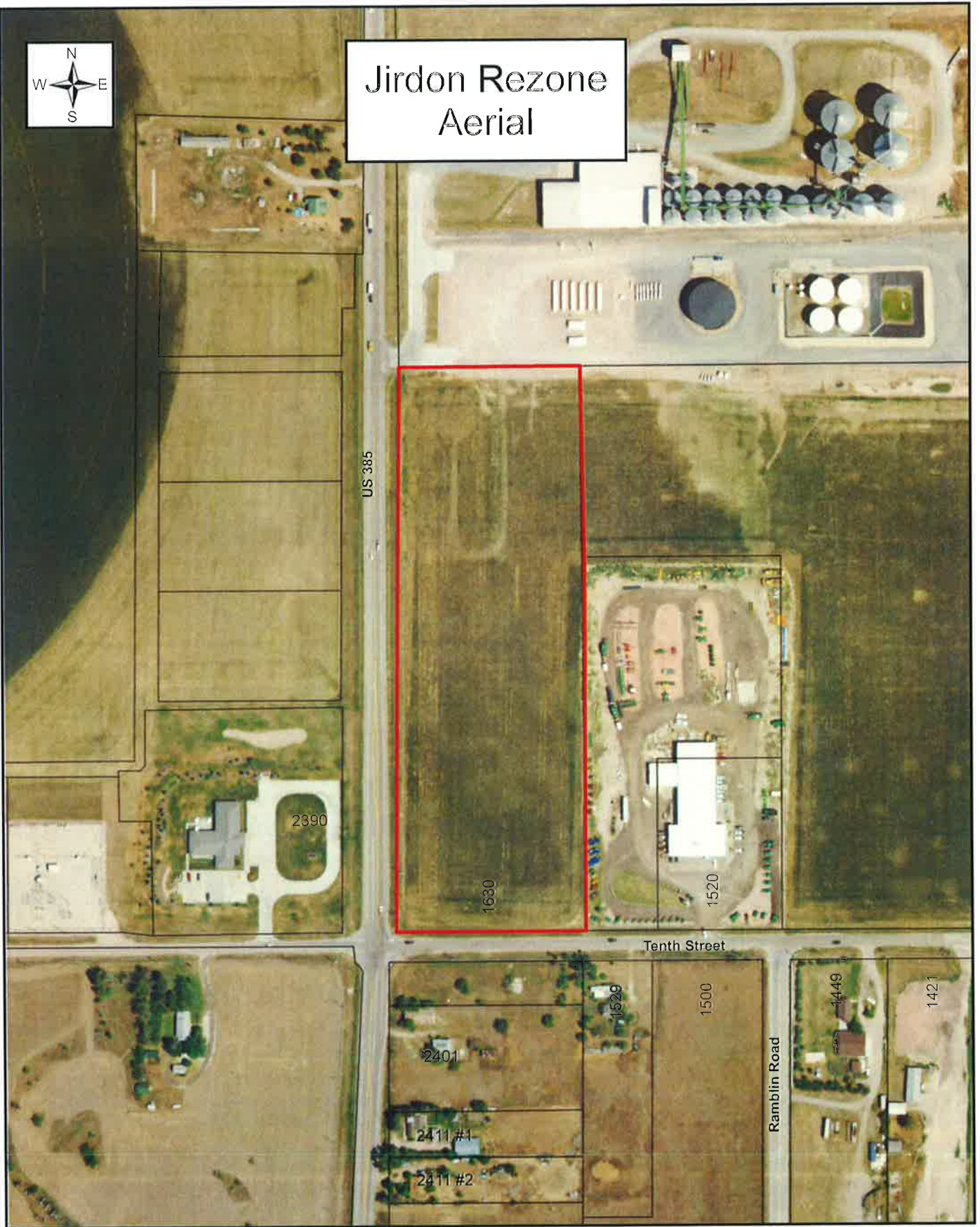
The gateway is easily accessible as a major interchange between two state highways. Highway 2 (3rd Street) is a direct link to the central business district and other Alliance activity centers. Sidewalks run along both sides of the roadway creating pedestrian accessibility as well. A major concern is a lack of wayfaring signage to other parts of the community.

Uses and Functions

Inconsistent setbacks and uses characterize the western gateway. The gateway includes residential, highway commercial, "big-box" commercial, and light industrial uses. As an entryway to the community, the gateway should function as "bait" to attract visitors to explore Alliance. At this time, the lack of cohesiveness and poor image contribute to the gateway functioning as a stop – and – go rather than a stop-and – stay area.



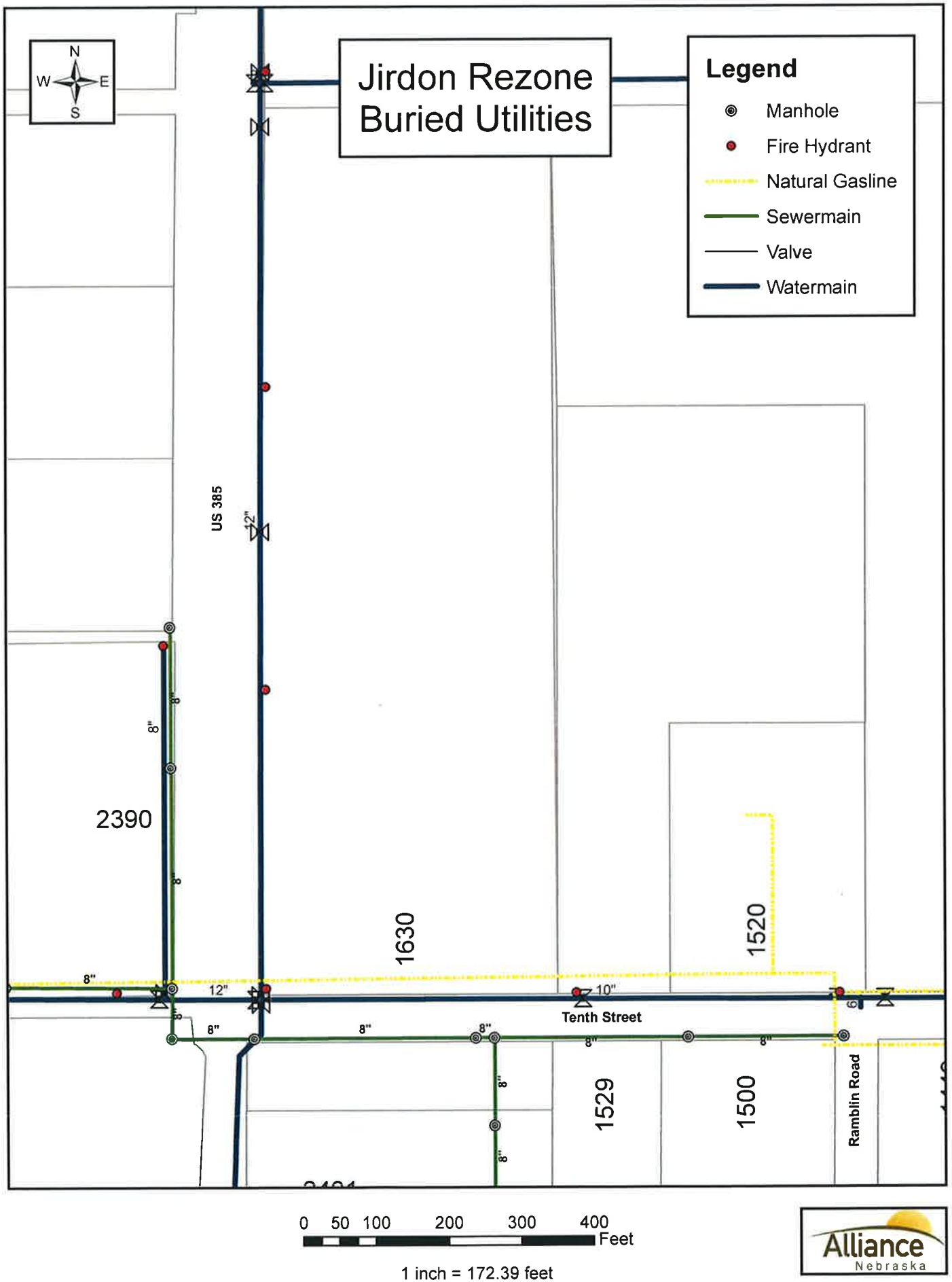
Jirdon Rezone Aerial



0 85 170 340 510 680 Feet

1 inch = 279.74 feet







Jirdon Rezone Land Use



0 85 170 340 510 680 Feet

1 inch = 279.74 feet





Jirdon Rezone Parcels

US 385

2390

1630

1520

Tenth Street

2401

2411 #1

2411 #2

1529

1500

Ramblin Road

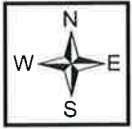
1449

1421

0 85 170 340 510 680 Feet

1 inch = 279.74 feet





Jirdon Rezone Zoning

M-2

C-3

US 385

C-3

2390

1630

C-3

1520

Tenth Street

C-3

2401

1529

1500

2411 #1

2411 #2

Ramblin Road

1449

1421

M-2

1401

J1

J2

J3

J4

J5

J6

J7

J8

0 85 170 340 510 680 Feet

1 inch = 279.74 feet



Sign Posting 10-28-2022



October 28, 2022

Judy Stton
6111 Otoe Road
Alliance, NE 69301

Dear Judy Stton,

The City of Alliance is in receipt of a rezoning request Jirdon Agri Chemical, Inc. for a tract of land in the SW ¼ of Section 26, Township 25 North, Range 48 West of the 6th P.M., Box Butte County, Nebraska, from Ag (Agriculture) to C-3 (Heavy Commercial). The property is located at 10th Street and Highway 385. The Alliance Planning Commission will conduct a public hearing on November 8, 2022 at 6:30 p.m. at the Alliance Learning Center: Meeting Room C, 1750 Sweetwater Avenue. Please feel free to attend this hearing to provide comments or concerns.

Please Contact the Community Development Department at (308)762-5400; with any comments or questions pertaining to the Rezone.

Sincerely,

Shelbi C. Pitt
Administrative Assistant/ Permit Tech
Community Development Department

November 4, 2022

Box Butte County Zoning Administrator
515 Box Butte Avenue
Alliance, NE 69301

The City of Alliance is in receipt of a rezoning application from Jirdon Agri Chemical, Inc. for a tract of land in the SW ¼ of Section 26, Township 25 North, Range 48 West of the 6th P.M., Box Butte County, Nebraska, from Ag (Agriculture) to C-3 (Heavy Commercial). The property is located at 10th Street and Highway 385. Please see the attached map.

The Alliance Planning Commission will conduct a public hearing for the proposed rezone on November 8, 2022 at 6:30 p.m. at the Alliance Learning Center: Meeting Room C, 1750 Sweetwater Avenue. The Alliance City Council will conduct a public hearing for the proposed rezone at the same location November 15, 2022 at 7:00 p.m.

Please provide any comments, concerns, or questions pertaining to the rezone to the City of Alliance Community Development Department.

Sincerely,

CITY OF ALLIANCE

Shelbi C. Pitt
Administrative Assistant/ Permit Tech

Narrative

November 15, 2022



ORDINANCE – REZONE APPLICATION OF JIRDON AGRICHEMICAL INC.

Jirdon Agrichemical Inc. submitted an application to rezone an 11.11 Acre Tract of Land Located in the Southwest Quarter of Section 26, Township 25 North, Range 48 West of the 6th Principal Meridian, Box Butte County, Nebraska, otherwise known as 1630 West 10th Street, from Ag, Agriculture to C-3, Heavy Commercial.

The parcel of land is located at the northeast corner of the intersection of Nebraska Highway 2 and West 10th Street. The parcel is currently zoned Ag, Agriculture. It is bordered to the north by M-2, Heavy Industrial zoning, to the west and south by C-3 Heavy Commercial, and to the east by C-3 Heavy Commercial and Ag, Agriculture zoning. The lot is currently used for dryland farming. The parcel is bordered by farming to the west and east, ag commodity processing and storage to the north, implement sales and service to the south east, an office building to the south west, and a vacant lot to the south.

The proposed rezone will change the front setbacks from 50' to 15', the rear setback from 25' to 15', the side setback from 10' to 7' where it is adjacent to Ag zoning and 0' where it is adjacent to C-3 or M-2 zoning, and the side street setback from 50' to 15'. The lot is currently undeveloped. There aren't minimum lot sizes or dimensions required for C-3 zoning. The property is adjacent to Nebraska Highway 2 along the west property line. Highway 2 is considered an urban principal arterial road which is the most traffic intense classification in the Comp Plan. West 10th Street is located to the south and is identified as an Urban Minor Arterial, or the second most traffic intense classification in the Plan.



The parcel is located outside of City limits but is bordered by City limits to the south, east, and west. The bordering neighborhood is identified as the "West Gateway Neighborhood" by the Comprehensive Plan. It has large gaps in its development which is filled by Ag lands. This is obvious and evident by viewing the area from aerial photography. As its name implies, this is the western gateway to the community and its lack of consistent development and modern development detracts from the overall appearance of this area and does not welcome visitors to Alliance. It is also identified as an objective in the Plan that the City should promote redevelopment in the Western Gateway that enhances the community's image. A rezone to C-3 would be consistent with the image of the West Gateway as a commercial corridor.

The City of Alliance Planning Commission met at their regular meeting on November 8, 2022 and voted to recommend the City Council approve the rezone of A Tract of Land Located in the Southwest Quarter of Section 26, Township 25 North, Range 48 West of the 6th Principal Meridian, Box Butte County, Nebraska, otherwise known as 1630 West 10th Street, from Ag, Agriculture to C-3, Heavy Commercial, after making the following findings of fact:

Narrative

November 15, 2022



1. The rezone would not create any nonconforming lot sizes.
2. The rezone would not create any nonconforming building setbacks.
3. There is ample access to the rezone parcel.
4. A rezone to C-3 would be consistent with the image of the West Gateway as a commercial corridor as identified in the Comp Plan.
5. The proposed rezone is adjacent to existing C-3 zoning.
6. City utilities are already available in this location.

It was noted that the tract was not yet in City limits but could be annexed upon development.

STAFF RECOMMENDATION: THE REZONE OF A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 25 NORTH, RANGE 48 WEST OF THE 6TH PRINCIPAL MERIDIAN, BOX BUTTE COUNTY, NEBRASKA, OTHERWISE KNOWN AS 1630 WEST 10TH STREET, FROM AG, AGRICULTURE TO C-3, HEAVY COMMERCIAL; AND ANNEXATION OF SAID TRACT UPON THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY BY THE CITY UPON THE COMPLETION OF ANY DEVELOPMENT THEREON.

SAID TRACT OF LAND IS MORE SPECIFICALLY DESCRIBED AS:

REFERRING TO THE SOUTHWEST CORNER OF SAID SECTION 26; THENCE, ALONG THE WEST LINE OF SAID SECTION, N00°06'41 "E TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF 10TH STREET EXTENDED WESTERLY, BEING A DISTANCE OF 33.00 FEET; THENCE, ALONG SAID EXTENDED NORTHERLY RIGHT-OF-WAY, N89°56'51 "E TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF NEBRASKA HIGHWAY #2, BEING A DISTANCE OF 60.00 FEET, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY, N89°56'51"E TO THE SOUTHWEST CORNER OF A TRACT OF LAND AS DESCRIBED IN DEED BOOK 95, PAGE 467 OF THE BOX BUTTE COUNTY, NEBRASKA DEED RECORDS, BEING A DISTANCE OF 400.00 FEET; THENCE, ON THE WEST LINE OF SAID TRACT AND TRUE NORTHERLY EXTENSION, N00°06'41 "E TO A POINT OF INTERSECTION WITH THE SOUTHERLY BOUNDARY OF A TRACT OF LAND AS DESCRIBED IN DEED BOOK 74, PAGE 85 OF THE BOX BUTTE COUNTY, NEBRASKA DEED RECORDS, BEING A DISTANCE OF 1211.04 FEET; THENCE, ALONG SAID SOUTHERLY BOUNDARY, S89°39'11 "W TO A POINT OF INTERSECTION WITH THE SAID EASTERLY HIGHWAY RIGHT-OF-WAY, BEING A DISTANCE OF 400.01 FEET; THENCE, ALONG SAID RIGHT-OF-WAY, S00°06'41 "W FOR A DISTANCE OF 1208.98 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING AN AREA OF 11.11 ACRES, MORE OR LESS

ORDINANCE NO. 2949

AN ORDINANCE OF THE CITY OF ALLIANCE, NEBRASKA, AMENDING THE DISTRICT ZONING MAP TO SHOW THAT AN 11.11 ACRE TRACT OF LAND SITUATED IN THE SW ¼ OF SECTION 26, TOWNSHIP 25 NORTH, RANGE 48 WEST OF THE 6TH P.M., BOX BUTTE COUNTY, NEBRASKA IS NOW INLCUED AS A C-3 – COMMERCIAL DISTRICT FROM AN AG – AGRICULTRUAL DISTRICT, REPEALING PRIOR SECTIONS, AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. The Zoning District Map, as set forth and adopted pursuant to section 109-22 of the Alliance Municipal Code is amended to show the following described tract of land included as a C-3 – Commercial District from an Ag. – Agricultural district:

A TRACT OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 25 NORTH, RANGE 48 WEST OF THE 6TH PRINCIPAL MERIDIAN, BOX BUTTE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHWEST CORNER OF SAID SECTION 26; THENCE, ALONG THE WEST LINE OF SAID SECTION, N00°06'41"E TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF 10TH STREET EXTENDED WESTERLY, BEING A DISTANCE OF 33.00 FEET; THENCE, ALONG SAID EXTENDED NORTHERLY RIGHT-OF-WAY, N89°56'51"E TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF NEBRASKA HIGHWAY #2, BEING A DISTANCE OF 60.00 FEET, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY, N89°56'51"E TO THE SOUTHWEST CORNER OF A TRACT OF LAND AS DESCRIBED IN DEED BOOK 95, PAGE 467 OF THE BOX BUTTE COUNTY, NEBRASKA DEED RECORDS, BEING A DISTANCE OF 400.00 FEET; THENCE, ON THE WEST LINE OF SAID TRACT AND TRUE NORTHERLY EXTENSION, N00°06'41"E TO A POINT OF INTERSECTION WITH THE SOUTHERLY BOUNDARY OF A TRACT OF LAND AS DESCRIBED IN DEED BOOK 74, PAGE 85 OF THE BOX BUTTE COUNTY, NEBRASKA DEED RECORDS, BEING A DISTANCE OF 1211.04 FEET; THENCE, ALONG SAID SOUTHERLY BOUNDARY, S89°39'11"W TO A POINT OF INTERSECTION WITH THE SAID EASTERLY HIGHWAY RIGHT-OF-WAY, BEING A DISTANCE OF 400.01 FEET; THENCE, ALONG SAID RIGHT-OF-WAY, S00°06'41"W FOR

A DISTANCE OF 1208.98 FEET TO THE TRUE POINT OF BEGINNING,
CONTAINING AN AREA OF 11.11 ACRES, MORE OR LESS

Section 2. This certifies that the Zoning District Map, as set forth and adopted pursuant to section 109-22 of the Alliance Municipal Code, is now the official Zoning District Map dates as of the _____ day of _____, 2022.

Section 3. Any previously existing Zoning District Map, ordinances, resolutions, policies, or parts thereof, in conflict with this ordinance are hereby repealed.

Section 4. This ordinance shall be in full force and effect following its approval, passage, and publication as provided by law.

Passed and approved this _____ day of _____, 2022.

Mike Dafney, Mayor

Attest: _____
Tarrah Johnson, City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Firm, Legal Counsel

RECORD OF SURVEY

TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 25 NORTH, RANGE 48 WEST OF THE 6TH P.M., BOX BUTTE COUNTY, NEBRASKA.

LEGAL DESCRIPTION:

A TRACT OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 25 NORTH, RANGE 48 WEST OF THE 6TH PRINCIPAL MERIDIAN, BOX BUTTE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CORNER TIES:

W $\frac{1}{4}$ CORNER 26-25-48
FOUND SURVEY SPIKE IN HIGHWAY
NE 59.56' TO POWER POLE
E 59.41' TO ROW MARKER
W 97.82' TO ROW MARKER
NW 100.77' TO POWER POLE

SW CORNER 26-25-48
FOUND SURVEY SPIKE IN HIGHWAY
NE 64.62' TO FIRE HYDRANT
ESE 112.42' TO TELEPHONE RISER
NW 75.82' TO ROW MARKER

SURVEYOR'S CERTIFICATE:

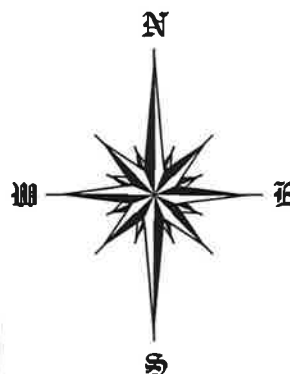
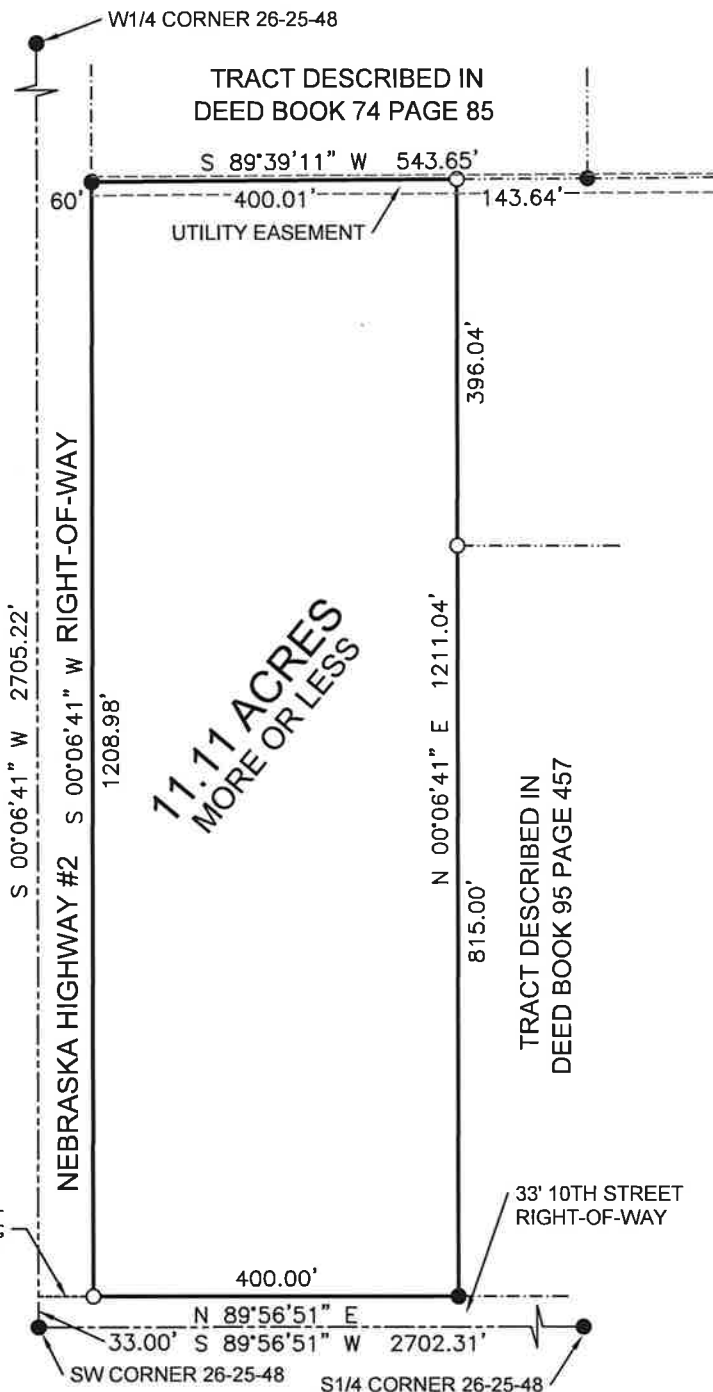
I, SCOTT M. BOSSE, NEBRASKA REGISTERED LAND SURVEYOR NUMBER 603, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE TRACT OF LAND DESCRIBED IN THE LEGAL DESCRIPTION AND SHOWN ON THE ACCOMPANYING DRAWING; THAT THE ACCOMPANYING DRAWING IS A CORRECT DELINEATION OF SAID SURVEY DRAWN TO A SCALE OF 200 FEET TO THE INCH; THAT SAID SURVEY AND DRAWING WAS CONDUCTED BY ME OR UNDER MY DIRECT SUPERVISION; THAT THE DISTANCES ARE GROUND DISTANCES GIVEN IN FEET AND DECIMALS OF A FOOT; AND THE MONUMENTS WERE FOUND OR SET AS INDICATED AND THE BOUNDARY IS DEPICTED BY A THICKENED SOLID LINE.

WITNESS MY HAND AND SEAL this 5th day of October, 2022.

Scott M. Bosse
NEBRASKA REGISTERED LAND SURVEYOR NUMBER 603

SURVEYOR NOTES:

- THIS TRACT MAYBE SUBJECT TO EASEMENTS AND RIGHT-OF-WAYS OF RECORD OR APPARENT.
- ONLY THE RECORD DOCUMENTS NOTED HEREON WERE PROVIDED TO OR DISCOVERED BY SURVEYOR. NO ABSTRACT, CURRENT TITLE COMMITMENT NOR OTHER RECORD TITLE DOCUMENTATION WAS PROVIDED FOR THIS SURVEY.



SCALE 1"=200'

●=CORNER FOUND
○=CORNER SET
5/8"x24" REBAR PVC CAP



SHEET
1 OF 1

PROJECT:
WESTCO ALLIANCE 26-25-48
PAUL REED CONSTRUCTION & SUPPLY
ALLIANCE, NEBRASKA

ACCUSTAR SURVEYING

30601 COUNTY ROAD 17
PHONE: (308) 623-0197

MITCHELL, NE 69357
CELL: (308) 631-0737

Scale 1"=200'

Date: OCTOBER 5, 2022

Drawn By: SMB

REVISED:

COPY

CORPORATION WARRANTY DEED

PLEASE RETURN TO: Terry Curtiss, Curtiss, Moravek & Curtiss, PC, LLO, 416 Niobrara Ave., Alliance, Nebraska 69301

WESTERN COOPERATIVE COMPANY, a Nebraska cooperative corporation, Grantor, in consideration of ONE DOLLAR (\$1.00) AND OTHER VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, transfers and conveys to

JIRDON AGRI CHEMICALS, INC.,
a Nebraska corporation,

Grantee, the following described real estate (as described in Neb. Rev. Stat. § 76-201):

A TRACT OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 25 NORTH, RANGE 48 WEST OF THE 6TH PRINCIPAL MERIDIAN, BOX BUTTE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHWEST CORNER OF SAID SECTION 26; THENCE, ALONG THE WEST LINE OF SAID SECTION, N00°06'41"E TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF 10TH STREET EXTENDED WESTERLY, BEING A DISTANCE OF 33.00 FEET; THENCE, ALONG SAID EXTENDED NORTHERLY RIGHT-OF-WAY, N89°56'51"E TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF NEBRASKA HIGHWAY #2, BEING A DISTANCE OF 60.00 FEET, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY, N89°56'51"E TO THE SOUTHWEST CORNER OF A TRACT OF LAND AS DESCRIBED IN DEED BOOK 95, PAGE 467 OF THE BOX BUTTE COUNTY, NEBRASKA DEED RECORDS, BEING A DISTANCE OF 400.00 FEET; THENCE, ON THE WEST LINE OF SAID TRACT AND TRUE NORTHERLY EXTENSION, N00°06'41"E TO A POINT OF INTERSECTION WITH THE SOUTHERLY BOUNDARY OF A TRACT OF LAND AS DESCRIBED IN DEED BOOK 74, PAGE 85 OF THE BOX BUTTE COUNTY, NEBRASKA DEED RECORDS, BEING A DISTANCE OF 1211.04 FEET; THENCE, ALONG SAID SOUTHERLY BOUNDARY, S89°39'11"W TO A POINT OF INTERSECTION WITH THE SAID EASTERLY HIGHWAY RIGHT-OF-WAY, BEING A DISTANCE OF 400.01 FEET; THENCE, ALONG SAID RIGHT-OF-WAY, S00°06'41"W FOR A DISTANCE OF 1208.98 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING AN AREA OF 11.11 ACRES, MORE OR LESS.

This conveyance is not a conveyance of substantially all of the assets of the corporation. This conveyance is in the ordinary course of business for Grantor.

Grantor covenants with Grantee that:

- (1) Grantor is lawfully seised of said real estate;
- (2) Said real estate is free from encumbrances, but subject to easements apparent or of record, if any; and building restrictions of record, if any;

- (3) Grantor has legal power and lawful authority to convey said real estate;
- (4) Grantor warrants and will defend the title to said real estate against the lawful claims of all persons.

Dated: _____, 2022.

WESTERN COOPERATIVE COMPANY,
a Nebraska cooperative corporation

By: _____
David W. Briggs – President

STATE OF NEBRASKA, County of Box Butte: ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 2022,
by David W. Briggs, President of Western Cooperative Company, a Nebraska cooperative corporation,
for and on behalf of said corporation.

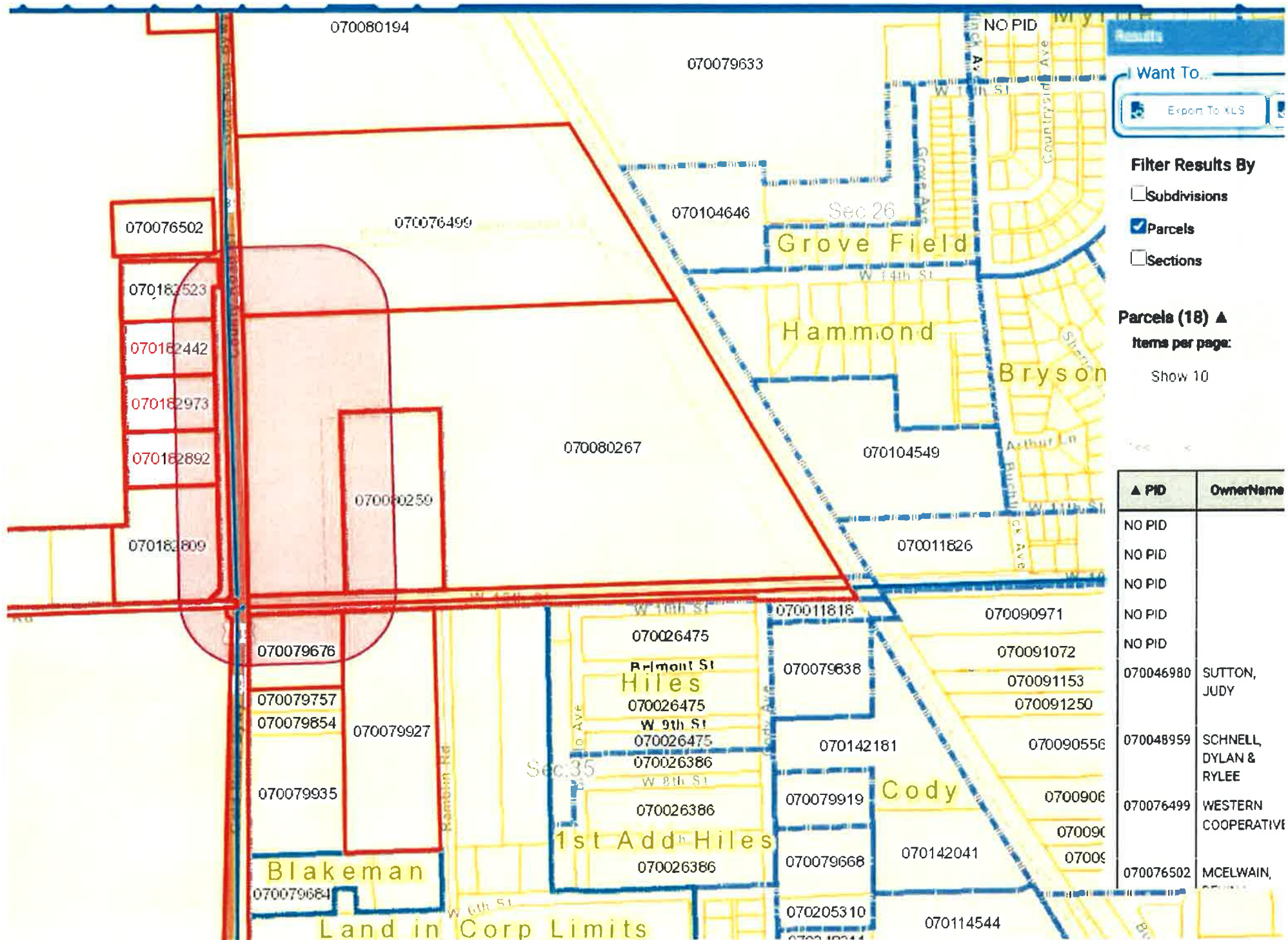
My commission expires:

Notary Public

PID	OwnerName	PropertyAddress	OwnerAddress	LegalDesc
070079676	SUTTON, JUDY	ALLIANCE	6111 OTOE ROAD ALLIANCE NE 69301	35-25-48 PT NW1/4NW1/4NW1/4 35-25-48 LANDS IN CORP LIMITS PNO 325
NO PID				
070079927	SUTTON, JUDY K	1529 W 10TH ALLIANCE	6111 OTOE RD ALLIANCE NE 69301-0000	35-25-48 PT NW1/4NW1/4 35-25-48 PNO 320 LANDS IN CORP LIMITS
070076499	WESTERN COOPERATIVE	2371 HWY 2 ALLIANCE	P O BOX H ALLIANCE NE 69301-0000	26-25-48 #SW1/4 26-25-48
070182523	SCHNELL, DYLAN & RYLEE	ALLIANCE	5651 OTOE RD ALLIANCE NE 69301	0-0-0 LOT 1 BLK 3 FULLERTON-HURLEY COMMERCIAL TRACTS 2.43 ACRES
070182442	SCHNELL, DYLAN & RYLEE	ALLIANCE	5651 OTOE RD ALLIANCE NE 69301	0-0-0 LOT 7 BLK 2 FULLERTON-HURLEY COMMERCIAL TRACTS 2.16 ACRES
070182973	SCHNELL, DYLAN & RYLEE	ALLIANCE	5651 OTOE RD ALLIANCE NE 69301	0-0-0 LOT 6 BLK 2 FULLERTON-HURLEY COMMERCIAL TRACTS 2.16 ACRES
070182892	SCHNELL, DYLAN & RYLEE	ALLIANCE	5651 OTOE RD ALLIANCE NE 69301	0-0-0 LOT 5 BLK 2 FULLERTON-HURLEY COMMERCIALTRACTS 2.16 ACRES
NO PID				
070182809	FARM CREDIT SERVICES OF AMERICA FLCA	2390 HWY 2 ALLIANCE	5015 SOUTH 118TH OMAHA NE 68127-0000	0-0-0 LOT 4 BLK 2 FULLERTON-HURLEY COMMERCIAL TRACTS
070046980	SUTTON, JUDY	6111 OTOE ALLIANCE	6111 OTOE RD ALLIANCE NE 69301-0000	34-25-48 #N1/2; #SW1/4 34-25-48 408.94 ACRES
NO PID				
070080259	21ST CENTURY LAND LLC	1520 W 10TH ALLIANCE	NEBRASKA LIMITED LIABILITY COMP 9738 US HIGHWAY 26 BRIDGEPORT NE 69336	26-25-48 PT SW1/4SW1/4 26-25-48 LANDS IN CORP LIMITS PNO 280 7.96 ACRES
070076502	MCELWAIN, DEVIN L MCELWAIN, RHONDA K	2370 HWY 2 ALLIANCE	2370 HWY 2 ALLIANCE NE 69301	27-25-48 PT SE1/4 27-25-48 2.32 ACRES
NO PID				
070048959	SCHNELL, DYLAN & RYLEE	ALLIANCE	5651 OTOE RD ALLIANCE NE 69301	27-25-48 PT SE1/4 27-25-48 130.03 ACRES
NO PID				
070080267	WESTERN COOPERATIVE COMPANY	ALLIANCE	A NEBRASKA COOPERATIVE CORP PO BOX H ALLIANCE NE 69301-0000	26-25-48 PT SW1/4 W OF RR 26-25-48 53.86 ACRES

I, Michelle Robinson, hereby certify the above parcels to be within 300' of the area of interest for rezoning.

Michelle Robinson





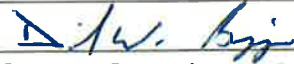
City of Alliance Application to Rezone

Community Development
324 Laramie Avenue
Alliance, NE 69301
(308) 762-5400 - phone
(308) 762-7848 - fax

Instructions:

- A. Fill out the application form completely. Please type or print. Use additional sheets if necessary.
B. Please sign and date the application form.
C. Filing fee is \$150.00. Please make check payable to "The City of Alliance."
D. Include a site plan identify existing buildings, structures, and other pertinent features.
E. Submit a certified list of the names, addresses, legal descriptions, and the corresponding Parcel Information Numbers assigned by the Box Butte County Assessor of the surface owners of the property within three hundred (300') feet of the subject property. The source of such records shall be the records of the Box Butte County Assessor.

1.	Property Owner's Name:	Jirdon Agri Chemical, Inc.	Phone:	308.762.3112
2.	Owner's Property Address:	307 Black Hills, Alliance, Nebraska		
3.	Legal Description of Property:	See attached		
4.	Property Address:	10th Street and Highway 2/385, Alliance (no address assigned)		
5.	Present Use of the Property:	Agricultural		
6.	Present Zoning Classification:	Ag		
7.	Requested Zoning Classification:	C-3 Commercial Retail		
8.	Reason for Rezoning:	Development of Commercial Retail		
9.	Lot Size/Acreage of Property:	11.11 Acres		
10.	The zoning administrator, who may be accompanied by others, is hereby authorized to enter the property, during normal working hours for the purpose of becoming familiar with the proposed situation.			
11.	Attached	☒ Filing Fee	☒ Site Plan	☒ List of names/addresses of property owners within 300 feet of the subject property certified by the Box Butte County Assessor's Office.

Signatures:				10/11/2022
	Applicant	Date	Property Owner (Owner of Record)	Date
			(Note - Copy of Deed to Applicant att.)	
	Applicant	Date	Property Owner (Owner of Record)	Date

Office Use Only

Date Received:	10.13.22	Filing Fee - \$150.00 #013059	☒ Yes ☐ No
Received By:		Date of Public Hearing:	11.8.22

April 16th, 2019

WESTCO/JIRDON AGRI CHEMICAL

A TRACT OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 25 NORTH, RANGE 48 WEST OF THE 6TH PRINCIPAL MERIDIAN, BOX BUTTE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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Paul Reed Construction & Supply, Inc.
10000 Highway 100
Suite 100
Dallas, Texas 75243
Phone: (214) 343-1111
Fax: (214) 343-1112
Email: paulreed@paulreed.com
www.paulreed.com

Project: [Blank]
Client: [Blank]
Date: [Blank]
Scale: [Blank]
Sheet: [Blank] of [Blank]

Project: [Blank]
Client: [Blank]
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Item	Description	Quantity	Unit
1	Excavate and backfill 12" x 12" x 12" concrete curb and gully	1.00	sq. ft.
2	Excavate and backfill 12" x 12" x 12" concrete curb and gully	1.00	sq. ft.
3	Excavate and backfill 12" x 12" x 12" concrete curb and gully	1.00	sq. ft.
4	Excavate and backfill 12" x 12" x 12" concrete curb and gully	1.00	sq. ft.
5	Excavate and backfill 12" x 12" x 12" concrete curb and gully	1.00	sq. ft.

Paul Reed Construction & Supply, Inc.
10000 Highway 100
Suite 100
Dallas, Texas 75243
Phone: (214) 343-1111
Fax: (214) 343-1112
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Project: [Blank]
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Sheet: [Blank] of [Blank]

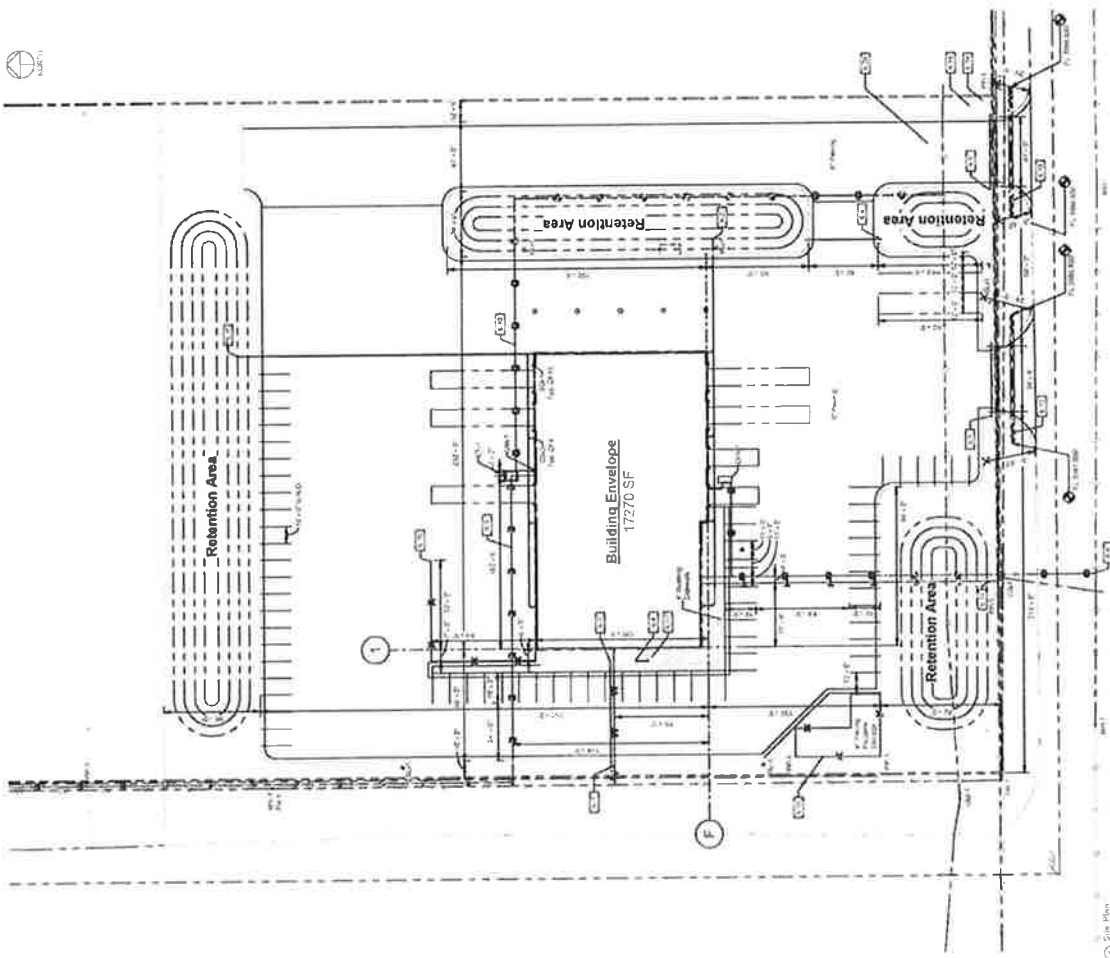
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Item	Type	Description
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Item	Type	Description
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7	Excavate and backfill 12" x 12" x 12" concrete curb and gully	Excavate and backfill 12" x 12" x 12" concrete curb and gully
8	Excavate and backfill 12" x 12" x 12" concrete curb and gully	Excavate and backfill 12" x 12" x 12" concrete curb and gully
9	Excavate and backfill 12" x 12" x 12" concrete curb and gully	Excavate and backfill 12" x 12" x 12" concrete curb and gully
10	Excavate and backfill 12" x 12" x 12" concrete curb and gully	Excavate and backfill 12" x 12" x 12" concrete curb and gully



Scale: 1/8" = 1'-0"

Narrative

November 15, 2022



ORDINANCE - ENHANCED EMPLOYMENT AREA OCCUPATION TAX

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.

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.

RECOMMENDATION: APPROVE THE ORDINANCE ON FIRST READING ADOPTING THE ENHANCED EMPLOYMENT AREA AND ADDITIONAL 2% OCCUPATION TAX.

CITY OF ALLIANCE, NEBRASKA

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 one percent (1.00%) of the amount of taxes determined due, together with interest on such delinquent taxes at the rate of ten percent (10.00%) per annum until paid

(b) The City Manager shall give the delinquent Taxpayer written notice of such estimated taxes, penalty, and interest, 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 and interest, 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, penalties or interest 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 or interest thereon when due, the City may, but is not obligated to, recover at law the amount of such taxes, penalties and interest 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.

DATED: _____, 2022

CITY OF ALLIANCE, NEBRASKA

By: _____

Mayor

ATTEST:

By: _____

Clerk

EXHIBIT "A"

ENHANCED EMPLOYMENT 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.

Job Title	Grade	Minimum	Maximum
Exempt Classifications			
Executive Administrative Assistant/Tourism	101	\$48,651.20	\$65,852.80
Golf Course Administrator	101	\$48,651.20	\$65,852.80
Airport Director	102	\$51,001.60	\$69,014.40
Community Development Director	102	\$51,001.60	\$69,014.40
Library Director	103	\$53,476.80	\$72,384.00
Police Lieutenant	104	\$56,014.40	\$75,920.00
City Treasurer	105	\$58,718.40	\$79,622.40
Cultural & Leisure Services Director	106	\$61,547.20	\$83,491.20
Human Resource Director	106	\$61,547.20	\$83,491.20
City Clerk	107	\$64,521.60	\$87,609.60
Finance Director	109	\$70,928.00	\$96,304.00
Fire Chief	109	\$70,928.00	\$96,304.00
Police Chief	109	\$70,928.00	\$96,304.00
Public Works Director	109	\$70,928.00	\$96,304.00
Electric Superintendent	110	\$74,360.00	\$101,025.60
Non-Exempt Classifications			
Library Page	201	\$10.31	\$13.02
Museum Support Clerk	202	\$10.72	\$13.56
Nutrition Delivery Driver	202	\$10.72	\$13.56
Nutrition Aide	204	\$11.63	\$14.73
Cook	206	\$12.59	\$15.98
RSVP Clerk	206	\$12.59	\$15.98
Library Clerk	207	\$13.11	\$16.64
Museum Clerk	207	\$13.11	\$16.64
Public Transit Driver/Dispatcher	209	\$14.23	\$18.10
Account Clerk I	211	\$15.45	\$19.66
Grounds Maintenance Worker I	211	\$15.45	\$19.66
Golf Course Maintenance Worker I	212	\$16.10	\$20.50
Secretary	212	\$16.10	\$20.50
Meter Reader	212	\$16.10	\$20.50
Account Clerk II	213	\$16.76	\$21.38
Airport Maintenance Worker I	213	\$16.76	\$21.38
Streets Maintenance Worker I	213	\$16.76	\$21.38
Water Maintenance Worker I	214	\$17.48	\$22.28
Refuse Collection Driver	214	\$17.48	\$22.28
Landfill Transfer Station Operator	214	\$17.48	\$22.28
Facilities Maintenance Worker	214	\$17.48	\$22.28
Assistant Museum Director	214	\$17.48	\$22.28
Librarians	214	\$17.48	\$22.28
Children's/Youth Services			
Outreach/Adult Services			
Outreach/Technical Services			
Grounds Maintenance Worker II	214	\$17.48	\$22.28
Administrative Secretary	214	\$17.48	\$22.28
Administration			
Culture and Leisure Services			

City of Alliance
Classification Plan

Effective: November 26, 2022

Police

Warehouse Manager	214	\$17.48	\$22.28
Animal Control/Community Service Officer	215	\$18.23	\$23.24
Account Clerk III	215	\$18.23	\$23.24
Golf Maintenance Worker II	215	\$18.23	\$23.24
Streets Maintenance Worker II	215	\$18.23	\$23.24
Airport Maintenance Worker II	216	\$19.00	\$24.25
Landfill Heavy Equipment Operator	216	\$19.00	\$24.25
Purchasing Manager	216	\$19.00	\$24.25
Deputy City Clerk	216	\$19.00	\$24.25
Permit Technician I	216	\$19.00	\$24.25
Personnel Technician I	216	\$19.00	\$24.25
RSVP Director	216	\$19.00	\$24.25
Public Transit Director	216	\$19.00	\$24.25
Museum Director	217	\$19.81	\$25.32
Water Maintenance Worker II	217	\$19.81	\$25.32
Electric Apprentice Line Worker			
Apprentice I	220/1	\$22.49	
Apprentice II	220/5	\$25.39	
Apprentice III	223/6	\$29.75	
Apprentice IV	223/9	\$32.64	
Utility Services Office Manager	220	\$22.49	\$28.73
Landfill Foreman	220	\$22.49	\$28.73
Grounds Maintenance Foreman	220	\$22.49	\$28.73
Golf Course Foreman	220	\$22.49	\$28.73
Street Foreman	220	\$22.49	\$28.73
Airport Maintenance Foreman	221	\$23.43	\$29.98
Building & Code Inspector	221	\$23.43	\$29.98
Water Foreman	221	\$23.43	\$29.98
Metering & Load Control Technician	223	\$25.49	\$32.64
Electric Journey Line Worker	227	\$30.21	\$38.77
Electric Foreman	229	\$32.91	\$42.21

Fire Classifications

Fire Apparatus Engineer/EMT	520	\$17.23	\$21.95
Assistant Fire Chief	523	\$19.53	\$24.94
Golf Course Foreman			
Street Foreman			
Airport Maintenance Foreman			
Building & Code Inspector			
Water Foreman			
Metering & Load Control Technician			
Electric Journey Line Worker			
Electric Foreman			
Fire Apparatus Engineer/EMT			
Assistant Fire Chief			

Narrative

November 15, 2022



RESOLUTION - CLASSIFICATION PLAN AMENDMENT

Upon approval, the attached resolution will modify the current Classification Plan.

The following changes allow the City Manager flexibility in filling positions with the City of Alliance. The Department will use one current vacancy and reallocated to the administrative position.

The Classification Plan has the following changes from the most recent version approved by Council:

Administrative Secretary – Police

Paygrade: 214

RECOMMENDATION: APPROVE RESOLUTION AUTHORIZING CHANGES TO THE FY 2022-2023 CLASSIFICATION PLAN.

RESOLUTION NO. 22-94

WHEREAS, the City Council of the City of Alliance passed and approved Ordinance No. 2943 effective June 7, 2022, providing for the future adoption and amendment to the classification plan and pay schedule by resolution of the City Council.

WHEREAS, the City Manager has proposed a classification plan and compensation amendment for Fiscal Year 2022-2023, which is attached to this Resolution;

WHEREAS, the City Council agrees with the proposals of the City Manager.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Alliance that the Amended Classification Plan attached hereto is hereby adopted for Fiscal Year 2022-2023, effective November 15, 2022.

(SEAL)

Mike Dafney, Mayor

Attest: _____
Tarah S. Johnson, City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Firm

EQUIPMENT QUOTE



1309 E Algonquin Road
Schaumburg, IL 60196
319-321-1134

Quote prepared by - Pat Strizek

Date: 10/25/2022

Company Name: Alliance Rural Fire Protection District
Billing Address: 315 Cheyenne Avenue
City, State, Zip: Alliance, NE 69301
Customer Contact: Troy Shoemaker
Phone: 308-762-2151

QTY	MODEL/OPTION	DESCRIPTION	LIST PRICE	DISCOUNT*	PRICE EA	PRICE EXT
1	T8550A	DIGITAL CONVENTIONAL-APX8000				
25	Q327BH	ENH:UPGRADE CONVENTIONAL TO SMART	\$ 1,012.00	5%	\$ 961.40	\$ 24,035.00
25	QA00569AL	ENH:7/800 MHZ BAND FLP	\$ 1,100.00	5%	\$ 1,045.00	\$ 26,125.00
1	T8423A	DIGITAL CONVENTIONAL-APX8500			\$ -	\$ -
25	G347AP	ENH:UPGRADE CONVENTIONAL TO SMART	\$ 1,012.00	5%	\$ 961.40	\$ 24,035.00
25	GA00244AE	ENH:7/800 MHZ BAND FLP	\$ 1,012.00	5%	\$ 961.40	\$ 24,035.00
		*Per State of Nebraska Contract 14534-Line 9				
50		DIGITAL TONE FLASH CREDIT	\$ (190.00)		\$ (190.00)	\$ (9,500.00)
SPECIAL INSTRUCTIONS -		SUB TOTAL				\$ 88,730.00
		TAXES				\$ -
12/25/2022		GRAND TOTAL				\$ 88,730.00
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA SOLUTIONS.						

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

CUSTOMER (PRINT NAME)



Action Communications, Inc.
315 W. 27th Street
Scottsbluff, NE 69361
308-632-7836

Quote

Date	Quote #
11/4/2022	1479

Name / Address
Alliance Fire Department 315 Cheyenne Alliance, NE 69301+

		Rep	Project		
		TM			
Item	Description	Qty	U/M	Cost Each	Total
Labor	Perform Flash Upgrade for 25 APX Mobiles and 25 APX Portables	50		325.00	16,250.00
Travel	Travel time 2 men	2		187.50	375.00
Mileage	Mileage	106		1.00	106.00
				Subtotal	\$16,731.00
				Sales Tax (7.0%)	\$0.00
				Total	\$16,731.00

Thank you for the opportunity to quote the above materials. This quote is valid for 90 days.

Phone #	Fax #
(308) 632-7836	(308) 632-5684

Signature _____

Narrative

November 15, 2022



RESOLUTION - FIRE RADIO ENHANCEMENT – 800 MHZ FLASH CODE PURCHASE/PROGRAMMING

The Alliance Fire Department, in the Emergency Management 2022-2023 capital budget, had requested \$135,300 for fire radio enhancement, specifically for the 800 MHZ flash code under GL 01-37-35-59-950, Capital Outlay-Machine and Equipment. This purchase will allow the fire department's Motorola APX radios to capture more of the radio's capabilities, enhancing day-to-day operations and mutual aid responses.

Fire Chief Shoemaker has worked with Motorola Solutions on the flash code quote, utilizing State of Nebraska Contract# 14534, with a quote of \$88,730. Chief Shoemaker also secured a programming quote from Action Communications out of Scottsbluff, NE in the amount of \$16,731. The total project cost is \$105,461, with Alliance Rural Fire District reimbursing the City 50 percent (\$52,730.50) of the project cost.

**RECOMMENDATION: APPROVE RESOLUTION TO PURCHASE 800 MHZ FLASH CODE
FROM MOTOROLA SOLUTIONS AND PROGRAMMING FROM ACTION
COMMUNICATIONS.**

RESOLUTION NO. 22-95

WHEREAS, As part of the 2022-23 Capital Improvement Plan, the Alliance Fire Department requested funding for 800MHZ flash code and programming to allow for enhanced radio capabilities; and

WHEREAS, The City received a quote from Motorola Solutions utilizing the State of Nebraska contract in the amount of Eighty-eight Thousand Seven Hundred Thirty Dollars and No/100ths (\$88,730) for the requested equipment; and

WHEREAS, The City received a quote from Action Communications of Scottsbluff, NE for programming in the amount of Sixteen Thousand Seven Hundred Thirty-one Dollars and No/100ths (\$16,731); and

WHEREAS, Adequate budgeted funds are available within Account No. 01-37-35-59-950, Capital Outlay-Machine and Equipment.

WHEREAS, The Alliance Rural Fire District has agreed to provide fifty percent funding towards the purchase, in a total contribution amount of Fifty-two Thousand Seven Hundred Thirty Dollars and 50/100ths (\$52,730.50); and

WHEREAS, The City Council believes it is in the best interest of the citizens of Alliance to move forward with this purchase.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Alliance, Nebraska, to approve the purchase of 800MHZ Flash Code from Motorola Solutions in the amount of Eighty-eight Thousand Seven Hundred Thirty Dollars and No/100ths (\$88,730) and programming from Action Communications of Scottsbluff, NE in the amount of Sixteen Thousand Seven Hundred Thirty-one Dollars and No/100ths (\$16,731), in a total project amount of One Hundred Five Thousand Four Hundred Sixty-one Dollars and No/100ths (\$105,461).

BE IT FURTHER RESOLVED, The City of Alliance will be reimbursed Fifty-two Thousand Seven Hundred Thirty Dollars and 50/100ths (\$52,730.50) by Alliance Rural Fire District for this purchase.

Passed and approved the 15th day of November, 2022.

(SEAL)

Mike Dafney, Mayor

Attest: _____
Tarah S. Johnson, City Clerk

Approved as to Legality and Form:

Simmons Olsen Law Office, Legal Counsel

Introduction

APPRAISAL REPORT

**Pasture Land – Alliance Airport
CR #57
Alliance, Nebraska**

**Effective Date of Value:
June 1, 2022**

Client's Name & Address:

Mr. Seth Sorensen
City Manager
City of Alliance
324 Laramie, P.O. Box D
Alliance, NE

Appraiser's Name & Address:

Brandt Appraisal Company, Inc.
Gary Brandt, MAI, CCIM, Nebraska Certified General Appraiser CG920235
P.O. Box 71, Scottsbluff, NE 69361
Phone 308-632-7228



GARY BRANDT, MAI, CCIM · PO BOX 71 · SCOTTSBLUFF, NE 69363-0079 · GARY@BRANDTAPPRAISAL.COM · (308) 632-7228

June 30, 2022

Mr. Seth Sorensen
City Manager – City of Alliance
324 Laramie Avenue, Box D
Alliance, NE

Owner: City of Alliance
Location: 2613 CR #57
Alliance, Nebraska

Dear Mr. Sorensen:

As you requested, I prepared a narrative appraisal report of the fee simple estate for the above noted property. The report sets forth the data, assumptions and analysis that formed the basis for my conclusions. This appraisal report contains a total of 98 pages, including the Exhibits & Addenda.

Appraisal Standards Applicable to this Assignment. The applicable appraisal standards used are both the Uniform Standards for Professional Appraisal Practice (USPAP) and the Uniform Appraisal Standards for Federal Land Acquisition (UASFLA) commonly called “the yellow book.” This appraisal assignment does not include compliance with any other appraisal guidelines or regulations from other government and/or Federal Aviation Administration.

Property Rights Appraised. Appraise the fee simple estate of the subject property for compliance with Chapter 22 Regulations..

Summary of Appraisal Assignment: The appraisal assignment is summarized in the *Letter of Engagement* contained in Part VII Exhibits and Addenda section of this report

In summary, the appraisal assignment is a valuation premised on a hypothetical condition and necessarily entails imposition of significant Extraordinary Assumptions. The appraiser has attempted to identify Hypothetical Conditions and Extraordinary Assumptions in identified sections of the report. However, due to the significant number associated with the assignment, extraordinary assumption is necessary throughout the document. The appraiser cautions that this report should be considered in its entirety.

Hypothetical Condition: “a condition directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purpose of analysis.” (USPAP, 2020-2021 ed.) -

Hypothetical Condition: “a condition directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purpose of analysis.” (USPAP, 2020-2021 ed.)

1. The value of the appraisal is based on a hypothetical condition - that is, only the land is being valued excluding seasonal improvements such as a drive-in, rodeo arena and a small building for a shooting club. If excluding the improvements are found to be incorrect, then it could alter the appraiser appraiser’s opinions and conclusions.

Larger Parcel Analysis Applicability to the Appraisal Assignment. The following three items are considered for larger parcel analysis.

Unity of Ownership. The entire property is owned by the City of Alliance

Unity of Uses. The current primary use is a pasture land with seasonal improvements used during the summer.

Contiguity or Proximity. The entire tract is contiguous.

Value of Whole Property. This client, a governmental entity, and the appraisal will be sued to comply with Chapter 22 of FFA regulations and there is no acquisition

My opinion of the market value of this property fee simple estate as of the date of appraisal with one hypothetical condition as of June 1, 2022, was:

Conclusion

Fee Simple Estate (Land only)

Total

\$190,000

Respectfully Submitted,



Gary Brandt, MAI, CCIM
Nebraska Certified General Appraiser
State Certification #CG920235

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Appraiser's Certification

Required Certification from the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA)

Property Owner:	City of Alliance
Location	Alliance Airport CR 57, Alliance, NE
Property Rights Appraised:	Fee Simple Estate premised, subject to easements and encumbrances of record
Type of Appraisal & Report	Appraisal Report, narrative
Appraisal Standards Used:	Uniform Standards for Professional Appraisal Practice (USPAP) & Uniform Appraisal Standards for Federal Land Acquisition (UASFLA)

- I certify that, to the best of my knowledge and belief:
- The statements of fact contained in this report are true and correct.
- The reported analysis, opinions, and conclusions are limited only by the reported assumptions, limiting conditions, and legal instructions, and are the personal, unbiased professional analysis, opinions, and conclusions of the appraiser.
- The appraiser has no present or prospective interest in the property appraised and no personal interest or bias with respect to the parties involved.
- The appraiser has performed no other services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- The compensation received by the appraiser for the appraisal is not contingent on the analyses, opinions, or conclusions reached or reported.
- The appraisal was made, and the appraisal report prepared in conformity with the Uniform Appraisal Standards for Federal Land Acquisition.
- The appraisal was made, and the appraisal report prepared in conformity with the Appraisal Foundation's Uniform Standards of Professional Appraisal Practice (USPAP), except to the extent that the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA) required invocation of USPAP's Jurisdictional Exception Rule.

Appraiser's Certification (continued)

- The appraiser has made a personal inspection of the subject property appraised and was accompanied by Seth Sorensen, City Manager. My opinion of the market value of this property fee simple as of the date of appraisal as of June 1, 2022, was:

Conclusion:

Fee Simple Estate (Land Only)

Total

\$190,000

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Gary Brandt", is written over a horizontal line.

Gary Brandt, MAI, CCIM
Nebraska Certified General Appraiser
State Certification #CG92023

General Certification

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- I have made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person signing this
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives
- As of the date of this report, I Gary Brandt have completed the continuing education program for Designated Members of the Appraisal Institute.
- As of the date of this report, I Gary Brandt have completed the Standards and Ethics Education Requirements for Candidates of the Appraisal Institute.



Gary Brandt, MAI, CCIM
Nebraska Certified General Appraiser
State Certification #CG920235

Executive Summary

Property Owner:	City of Alliance, Nebraska
Appraisal Client:	Mr. Seth Sorensen, City Manager City of Alliance 1124 Laramie Avenue, P.O. Box D Alliance, Nebraska Ph 308/762-5400
Appraisal Standards Used:	The applicable appraisal standards used are both the Uniform Standards for Professional Appraisal Practice (USPAP) and the Uniform Appraisal Standards for Federal Land Acquisition (UASFLA) commonly called "the yellow book."
Report Users Especially Note:	In order for appraisal report users to understand the report, all parts of the report should be read. Special attention should be given to the Extraordinary Assumptions & Hypothetical Conditions .
Type of Report:	Narrative Appraisal Report
Property Rights Appraised:	Fee Simple Estate, subject to easements and encumbrances of record
Effective Date of Value:	June 1, 2022
Date of Report:	June 7, 2022
Date of Inspection and who accompanied appraiser:	Inspected on June 1, 2022, at 9:45 A.M. The appraiser was accompanied by Seth Sorensen, City Manager
Location:	2613 CR 57, Alliance, NE
Access:	Access is via CR #57 that connects to Highway #2
Land Area:	321.4 ± Acres – provided by the City
Improvements:	Pasture land surrounding Sky View Golf Course

Executive Summary (continued)

Zoning:	"A" Agricultural District
Highest and Best Use	Continued use as pasture land with seasonal improvements
2021 Taxes:	Tax Exempt
Valuation (Fee Simple Estate):	
Sales Comparison Approach:	\$190,000

Final Opinion of Market Value

<u>Conclusion</u>	<u>Total</u>
Fee Simple Estate	\$190,000 (Land Only)

Photographs

Taken by Gary Brandt – June 1, 2022



Pasture



Pasture



Pasture



Pasture



Pasture



Pasture



Pasture



Pasture



Rodeo Arena

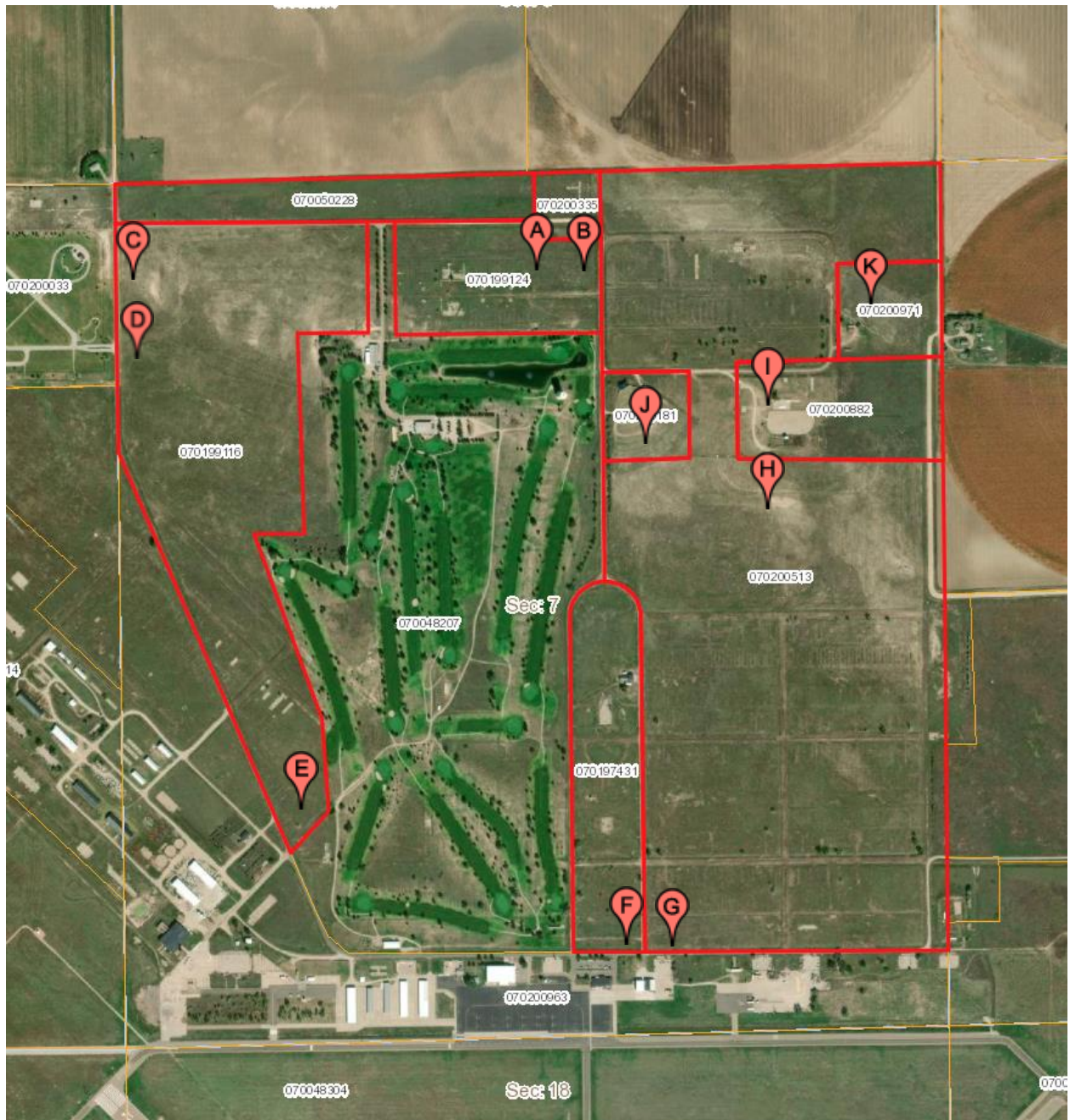


Drive-in



Gun Club

Aerial Map Showing Picture Locations and Neighborhood



Statement of Assumptions and Limiting Conditions

Appraisal Assignment/Conditions

Summary of Appraisal Assignment: The appraisal assignment is summarized in the *Letter of Engagement* contained in Exhibits section of this report.

The appraiser has attempted to identify Hypothetical Conditions and Extraordinary Assumptions in identified sections of the report. However, due to the significant number associated with the assignment, extraordinary assumptions are necessary throughout the document. The appraiser cautions that this report should be considered in its entirety.

Hypothetical Condition: “a condition directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purpose of analysis.” (USPAP, 2020-2021 ed.) -

Hypothetical Condition: “a condition directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purpose of analysis.” (USPAP, 2020-2021 ed.)

2. The value of the appraisal is based on a hypothetical condition - that is, only the land is being valued excluding seasonal improvements such as a drive-in, rodeo arena and a small building for a shooting club. If excluding the improvements are found to be incorrect, then it could alter the appraiser's opinions and conclusions.

Extraordinary Assumption: an assignment - specific assumptions as of the effective date regarding uncertain information used in the analysis which, if found to be false, could alter the appraiser's opinions or conclusions. - **None Considered**

UASFLA Reporting Elements/Statements/Related Items

Larger Parcel Analysis Applicability to the Appraisal Assignment. The following three items are considered for larger parcel analysis.

- a. **Unity of Ownership.** The City of Alliance own the entire property
- b. **Unity of Use.** The current primary use is that of mostly pasture land with some seasonal uses such as a drive -in, rodeo arena and a small building used as a gun club.
- c. **Contiguity or Proximity.** The entire tract is contiguous. The subject 321.4 ± acre tract according to the owner will be considered the larger parcel for appraisal purposes, based on the previously recited information. The present owner owns the adjoining parcels that include the Alliance Airport, leased land for industrial uses golf course and VA Cemetery.
- d. The appraisal is the parcel is pasture land surrounding the east, west and north of the Sky View Golf Course based on the unity of use.

The Larger Parcel. Is defined as the legal description as reported by the Box Butte County Assessor: Parts of Section 7, Township 24N, Range 47W. The City does own any other properties adjacent to the **subject**, however, with completely different uses in relationship to the subject. Therefore, based on this reasoning, the use as pasture land would be considered the larger parcel for the purpose of the appraisal.

General Statement of Limiting Conditions

1. **Historical Significance.** The appraisal does not include research or determination of any historical significance related to the subject property.
2. **Endangered Species/Critical Habitat.** The appraiser is not an expert in these areas.
3. **Timber Value, or Gravel Deposits, if any.** The appraisal does not place a value on the timber or gravel deposits since this not conducted in the immediate neighborhood. because in this the trees are commonly sold with the property. The appraiser did consider not an alternate use (hypothetical condition) of the property based on location and surrounding uses.
4. **Subject Property & Comparable Sale Maps ~ Approximate Size & Shape.** The appraiser based the sketched-in approximate size and shape of the subject property and the comparable sales on the subject map and legal descriptions. The size and shape and the maps are not exact. This report assumes the subject property lines are on the section lines, on quarter section lines, and/or on the quarter-quarter section lines. A survey may be needed.
5. **UASFLA “yellow book” related items:**
 - a. **Appraisal Standards Applicable to this Assignment.** The applicable appraisal standards used are both the Uniform Standards for Professional Appraisal Practice (USPAP) and the Uniform Appraisal Standards for Federal Land Acquisition (UASFLA) commonly called “the yellow book.”

General Statement of Limiting Conditions (continued)

- b. **Appraisal Review Requirements & Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA).** Appraisals written to these standards are reviewed by another appraiser and may be subject to additional review (or audit) by Federal agencies.
- c. **UASFLA Jurisdictional Exceptions to USPAP**
 - i. **Exposure Time** “The appraiser’s estimate of market value shall not be linked to a specific exposure time when conducting appraisals for federal land acquisition purposes under these Standards.” (pg. 10, UASFLA)
 - ii. **Marketing Time** Although required by USPAP, UASFLA standards state, “Such estimates are inappropriate for, and must not be included in, appraisal reports prepared for federal land acquisitions under these standards.” (pg. 10, UASFLA)
 - iii. **Changes in the Neighborhood brought about by the government project.** UASFLA states that such changes shall be disregarded; this is contrary to USPAP Standards Rule 1-4(f) and is considered a jurisdictional exception. (Note that there are no known changes in zoning implemented by any governmental agency for this project.) (pg. 15, UASFLA)

Minerals of Commercial Value. None Considered.

Statements of Limiting Conditions and Assumptions

By this notice, all persons and firms reviewing, utilizing, or relying on this report in any manner bind themselves to accept these assumptions and limiting conditions. Do not use this report if you do not so accept. These conditions are a part of the appraisal report; they are a preface to any certification, definition, factor or analysis and are intended to establish as a matter of record that the appraiser's function is to provide a present market value indication for the subject property based upon the appraiser's observations as to the subject property and real estate market. This appraisal report is an economic study to form an opinion of value as defined in it. It is not an engineering, construction, legal or architectural study nor survey and expertise in these areas, among others, is not implied.

6. Limit of Liability

The liability of the Brandt Appraisal Company, Inc. firm and employees and affiliated independent contractors is limited to the intended user only and to the fee received by appraiser (total per appraisal). Further, there is no accountability, obligation, or liability to any third party. If this report is placed in the hands of anyone other than intended user, the intended user shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. The appraiser is in no way to be responsible for any costs incurred to discover or correct any deficiencies of any type present in the property, physically, financially, and/or legally. In the case of limited partnerships or syndication offerings or stock offerings in real estate, the intended user agrees that in case of lawsuit (brought by lender, partner or part owner in any form of ownership, tenant or any other party) any and all awards, settlements of any type in such suit, regardless of outcome, the intended user will hold Appraiser completely harmless in any such action.

7. Copies, Publication, Distribution, Use of Report

Possession of this report or any copy thereof does not carry with it the right of publication, nor may it be used for other than its intended use; the physical report(s) remain the property of the Appraiser for the use of the intended user, the fee being for the analytical services only. The use of the appraisal by anyone other than the stated intended user and for any other use than the stated intended use, is prohibited.

The Bylaws and Regulations of the Appraisal Institute require each Member and Candidate to control the use and distribution of each appraisal report signed by such Member or Candidate; except as hereinafter provided, the intended user may distribute copies of this appraisal report in its entirety to such third parties as he may select; however, selected portions of this report shall not be given to third parties without the prior written consent of the signatories of this appraisal report. Neither all nor any part of this appraisal report shall be disseminated to the public by the use of advertising media, public relations, news, sales, or other media for public communication without the prior written consent of appraiser. (See last item following this list for intended user agreement/consent).

Limiting Conditions and Assumptions (continued):

8. Confidentiality

This appraisal is to be used only in its entirety and no part is to be used without the whole report. All conclusions and opinions concerning the analysis as set forth in the report were prepared by the Appraiser(s) whose signature(s) appear on the appraisal report, unless indicated as "Review Appraiser". No change of any item in the report shall be made by anyone other than the Appraiser and/or officer of the firm. The Appraiser and firm shall have no responsibility of any such unauthorized change is made. The Appraiser may not divulge the material (evaluation) contents of the report, analytical findings or conclusions or give a copy of the report to anyone other than the intended user or his designee as specified in writing except as may be required by the Appraisal Institute or the American Society of Appraisers as they may request in confidence for ethics enforcement or by a court of law or body with the power of subpoena.

9. Trade Secrets

This appraisal was obtained from Brandt Appraisal Company, Inc. or related companies and/or its individuals or related independent contractors and consists of "trade secrets and commercial or financial information: which is privileged and confidential and exempted from disclosure under 5 U.S.C. 552 (b) (4). Notify the Appraiser(s) signing report or an officer of Brandt Appraisal Company, Inc. of any request to reproduce this appraisal in whole or part.

10. Information used

No responsibility is assumed for accuracy of information furnished by work of or work by others, the intended user, his designee or public records. We are not liable for such information or the work of possible subcontractors. Be advised that some of the people associated with Brandt Appraisal Company, Inc. and possibly signing the report are independent contractors. The comparable data relied upon in this report has been confirmed with one or more parties familiar with the transaction or from affidavit or other source thought reasonable; all are considered appropriate for inclusion to the best of our factual judgment and knowledge. An impractical and uneconomic expenditure of time would be required in attempting to furnish unimpeachable verification in all instances, particularly as to engineering and market related information. It is suggested that the intended user consider independent verification as a prerequisite to any transaction-involving sale, lease or other significant commitment of funds or subject property.

11. Testimony, Consultation, Completion of Contract for Appraisal Service

The contract for appraisal, consultation or analytical service is fulfilled and the total fee is payable upon completion of the report. The Appraiser(s) or those assisting in preparation of the report will not be asked or required to give testimony in court or hearing because of having made the appraisal, in full or in part, nor engage in post appraisal consultation with the intended user or third parties except under separate and special arrangement and at an additional fee. If testimony or deposition is required because of any subpoena, the intended user shall be responsible for any additional time, fees, and charges regardless of issuing party.

Limiting Conditions and Assumptions (continued)

12. Exhibits

The sketches and maps in this report are included to assist the reader in visualizing the property and are not necessarily to scale. Various photos, if any, are included for the same purpose. Site plans are not surveys unless shown from separate surveyor.

13. Legal, Engineering, Financial Structural, or Mechanical Nature Hidden Components, Soil

The appraiser and/or firm has no responsibility for matters legal in character or nature, nor of any architectural, structural, mechanical or engineering nature. No opinion is rendered as to the title, which is presumed to be good and merchantable. The property is appraised as if free and clear, unless otherwise stated in particular parts of the report.

The legal description is assumed to be correct as used in this report as furnished by the intended user, his designee or as derived by the Appraiser.

Please note that no advice is given regarding mechanical equipment or structural integrity or adequacy, nor soils and potential for settlement, drainage and such (seek assistance from qualified architect and/or engineer) nor matters concerning liens, title status and legal marketability (see legal assistance), and such. The lender and owner should inspect the property before any disbursement of funds; further, it is likely that the lender or owner may wish to require mechanical or structural inspections by qualified and licensed contractor, civil or structural engineer, architect, or other expert.

The Appraiser has inspected, as far as possible, by observation, the land, and the improvements; however, it was not possible to personally observe conditions beneath the soil or hidden structural or other components. We have not critically inspected mechanical components within the improvements and no representations are made herein as to these matters unless specifically stated and considered in the report. The opinion of value considers there being no such conditions that would cause a loss of value. The land or the soil of the area being appraised appears firm; however, subsidence in the area is unknown. The Appraiser(s) do not warrant against this condition or occurrence of problems arising from soil conditions.

The appraisal is based on there being no hidden, unapparent, or apparent conditions of the property site, subsoil or structures or toxic materials, which would render it more or less valuable. The appraiser and firm have no responsibility for any such conditions or for any expertise or engineering to discover them. All mechanical components are assumed to be in operable condition and status standard for properties of the subject type. Conditions of heating, cooling, ventilating, electrical, and plumbing equipment is considered to be commensurate with the condition of the balance of the improvements unless otherwise stated. No judgment may be by us as to adequacy of insulation, type of insulation or energy efficiency of the improvements or equipment, which is assumed standard for subject age, and type.

Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is

Limiting Conditions and Assumptions (continued)

not qualified to detect such substances. The presence of substances such as asbestos, urea formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The opinion of value is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions or for any expertise or engineering knowledge required to discover them. The intended user is urged to retain an expert in this field, if desired. If the Appraiser has not been supplied with a termite inspection, survey or occupancy permit, no responsibility or representation is assumed or made for any costs associated with obtaining same or for any deficiencies discovered before or after they are obtained. No representation or warranties are made concerning obtaining the above-mentioned items.

The Appraiser is not qualified to determine the cause of mold, the type of mold or whether the mold might pose any risk to the property or its inhabitants. Additional inspection by a qualified professional is recommended. The Appraiser is not an environmental inspector.

The Appraiser has no responsibility for any costs or consequences arising due to the need or the lack of need for flood hazard insurance. An Agent for the Federal Flood Insurance Program should be contacted to determine the actual need for Flood Hazard Insurance.

14. Legality of Use

The appraisal is based on the premise that, there is full compliance with all applicable federal, state and local environmental regulations and laws unless otherwise stated in the report; further, that all applicable zoning, building, use regulations and restrictions of all types have complied with unless otherwise stated in the report; further, it is assumed that all required licenses, consents, permits, or other legislative or administrative authority, local, state, federal and/or private entity or organization have been or can be obtained or renewed for any use considered in the opinion of value.

15. Component Values

The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other appraisal and are invalid if so used.

16. Auxiliary and Related Studies

No environmental or impact studies, special market study or analysis, highest and best use analysis study or feasibility study has been requested or made unless otherwise specified in an agreement for services or in the report.

17. Dollar Values, Purchasing Power

The market value is an opinion, and the costs used, are as of the date of the opinion of value. All dollar amounts are based on the purchasing power and price of the dollar as of the date of the opinion of value.

18. Inclusions

Furnishings and equipment or personal property or business operations except as specifically indicated and typically considered as a part of real estate have been disregarded with only the real estate being considered in the opinion of value unless otherwise stated. In some property types, business and real estate interests and values are combined.

Limiting Conditions and Assumptions (continued)

19. Proposed Improvements, Conditioned Value

Improvements proposed, if any, on or off site, as well as any repairs required are considered, for purposes of this appraisal, to be completed in a good and workmanlike manner according to information submitted and/or considered by the appraisers. In cases of proposed construction, the appraisal is subject to change upon inspection of property after construction is completed. This opinion of market value is as of the date shown, as proposed, as if completed and operating at levels shown and projected.

20. Value Change, Dynamic Market, Influence, Alterations of Opinion by Appraiser

The opinion of market value, which is defined in the report, is subject to change with market changes over time; value is highly related to exposure, time, promotional effort, terms, motivation and conditions surrounding the offering. The opinion of value considers the productivity and relative attractiveness of the property physically and economically in the marketplace.

In cases of appraisals involving the capitalization of income benefits, the opinion of market value or investment value or value in use is a reflection of such benefits and Appraiser's interpretation of income and yields and other factors derived from general and specific intended user and market information. Such opinions are as of the date of the opinion of value; they are thus subject to change as the market and value is naturally dynamic.

The "Opinion of Market Value" in the appraisal report is not based in whole or in part upon the race, color, or national origin of the present owners or occupants of the properties in the vicinity of the property appraised.

Appraisal report and opinion of value is subject to change if physical or legal entity or financing different than that envisioned in this report.

21 Management of the Property

It is assumed that the property, which is the subject of this report, will be under prudent and competent ownership and management, neither inefficient nor super- efficient.

22. Continuing Education Current:

The Appraisal Institute conducts a mandatory program of continuing education for its designated members; MAI Designates who meet the minimum standards of this program are awarded periodic educational certification and MAI(s) signing the report is/are currently under this program.

23. Fee

The fee for this appraisal or study is for the service rendered and not for the time spent on the physical report or the physical report itself. Amount or payment of fee for services is not contingent on any result, approval amount or other opinions or statements.

24. Authentic Copies

The authentic copies of this report are signed in blue ink. Any copy that does not have the above is unauthorized and may have been altered.

Limiting Conditions and Assumptions (continued)

25. Insulation and Toxic Materials

Unless otherwise stated in this report, the Appraiser(s) signing this report have no knowledge concerning the presence or absence of toxic materials and/or urea formaldehyde foam insulation in existing improvements; if such is present the value of the property may be adversely affected and reappraisal at additional cost necessary to estimate the effects of such.

26. Compliance with the American Disabilities Act

The Americans with Disabilities Act (ADA) became effective January 26, 1992. The Appraiser(s) signing this report have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative effect upon the value of the property. Since the appraiser(s) have not direct evidence relating to this issue, we did not consider possible noncompliance with the requirements of ADA in forming an opinion of value on the property.

27. Review

Unless otherwise noted herein, named review Appraiser of/from Brandt Appraisal Company, Inc. has reviewed the report only as to general appropriateness of technique and format and has not necessarily inspected the subject or market comparable properties.

28. Changes, Modifications

The Appraisers and/or officers of Brandt Appraisal Company, Inc., reserve the right to alter statements, analysis, conclusion, or any opinion of value in the appraisal if there becomes known to us facts pertinent to the appraisal process, which were unknown to us, when the report was finished.

29. After Tax Analysis and/or Valuation

Any "after" tax income or investment analysis and resultant measures of return on investment are intended to reflect only possible and general market considerations, whether as part of forming an opinion of value or estimating possible returns on investment at an assumed value or price paid; note that the Appraiser(s) does not claim expertise in tax matters and advises the intended user and any other using the appraisal to seek competent tax advice as the Appraiser is in no way to be considered a tax advisor or investment advisor.

30. Acceptance of, and/or use of, this appraisal report by intended user or any third party constitutes acceptance of the above conditions. Appraiser liability extends only to the stated intended user, not subsequent parties or users of any type and the total liability of appraiser and firm is limited to the amount of fee received by appraiser.

Description of Scope of Work

Subject Property & Market: The subject property and area around the subject property was reviewed. After collecting and analyzing the various kinds of information, the value opinion was prepared in written form, using the standard approaches to value, in accordance with accepted professional appraisal practices. This appraiser has personally researched, inspected, photographed, and verified all sales in this report as well as the subject property. All sales and other relevant data were confirmed with sources deemed reliable, usually with County Assessors and/or Register of Deeds data, or with the buyer, seller, lender, agent, attorney, banker, notary, or other person having knowledge of the price, terms and conditions of sale.

The Appraisal Process. The appraisal process is a systematic analysis of the factors that have an effect on the value of real estate, an orderly process of identifying the problem, planning the work necessary to solve the problem, collecting data, classifying, analyzing and interpreting it into an opinion of value.

Appraisers use any or all of three approaches to estimate the value of the subject property: The Sales Comparison Approach, the Cost Approach, and the Income Approach. All three approaches are used in an appraisal whenever sufficient data is available to give a meaningful indication of value. Oftentimes, one approach will be more applicable than the others; due largely to the type of property, the most detailed and convincing factual data available, and the purpose for which the appraisal will be used.

The **Sales Comparison Approach** compares the subject property to similar properties that have sold. The sales are analyzed, adjusted when necessary for the differences of date or time of sale, terms, location, and size of property, improvements and quality of the land, its productivity and desirability. The process applies the principal of substitution -- a prudent buyer will pay no more for a given property than it would cost him to buy another equally desirable similar property; a seller will sell for no less than similar properties are selling.

The **Cost Approach** analyzes the various components of land and improvements on the property. Land is valued by using values derived from the analysis of sales to estimate the value of the subject land. Improvements are valued by estimating the Replacement Cost New (RCN) and deducting accrued depreciation. Depreciation may include physical deterioration, functional obsolescence, and economic obsolescence. Functional factors are problems within the property, or inadequacies due to changes in practices. Economic factors may be changes in the surrounding community, markets or similar factors.

Description of Scope of Work (continued)

The **Income Approach** uses the present worth of the net income of the property to estimate its value. To arrive at this value the appraiser estimates the typical income and expenses of the subject property. The net income is capitalized, using a capitalization rate derived by analyzing the subject property, the risk involved in the enterprise, and comparing the returns investors realize from other investments, involving similar or differing levels of risk. Where similar properties have sold, the sale properties are analyzed and the capitalization rate extracted from the sales for use in applying to the subject property, if applicable

Approaches Utilized

The Cost Approach to Value was not considered since the improvements are over 40 years old and being specialized the estimation of accrued depreciation would be difficult to estimate. The other factor building costs are very high and material are difficult to obtain, and it would not presently be feasible to construct a golf course in a rural location at the present time.

The Sales Comparison Approach was also considered. The appraiser researched the market area for sales of similar properties in the region and this research resulted in some recent sales of similar properties. This approach will be the primary approach for the valuation of the subject property.

The Income Approach was not used since Fee Simple Title is being valued.

Appraiser's Knowledge & Experience to Complete Assignment Competently. The appraiser has worked in various aspects of real estate (sales, listings, property management, and appraising) since 1975. The appraiser has completed several "yellow book" appraisals over the years and has taken the course the Uniform Appraisal Standards of Federal Land Acquisition (UASFLA) in 2006 reviewed the 2016 UASFLA, plus taking the course again in 2020. The appraiser completed approximately 10 yellow book appraisals in the last 2 to 3 years.

Purpose of the Appraisal

The purpose and function of this appraisal is to give a market value opinion in fee simple estate, subject to any existing easements, as of the date of appraisal for compliance with FAA Chapter 22 Regulations regarding the subject property. This report may be shared with other agencies involved in compliance of the previously stated FAA requirements.

Definition of Market Value. “Market value is the amount in cash or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of the appraisal, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property at the time of the appraisal.” (Source: UASFLA, page 10)

Property Rights Appraised. The property rights appraised are those normally associated with the fee simple estate. The subject property is not known to be subject to any long-term lease agreements. For purposes of this report, the various estates are defined in *The Dictionary of Real Estate Appraisal*, 5th Ed., Appraisal Institute as:

“**Fee Simple Estate.**” Absolute ownership unencumbered by any other interest or estate subject only to the four powers of government.”

“**Leased Fee Estate.**” An ownership interest held by a landlord with the right of use and occupancy conveyed by lease to others; the rights of lessor or the leased fee owner and leased fee are specified by contract terms contained within the lease.”

“**Leasehold Estate.**” The right to use and occupy real estate for a stated term and under certain conditions; conveyed by a lease.”

Identity of Client, Users & Use of Report. This report made for City of Alliance (client and intended user and plus other intended user is the Federal Aviation.

Date of Opinion of Value. The effective date of the appraisal is June 1, 2022, that was the date of inspection. Appraisals have specific effective dates because the value of real estate is subject to change both up and down over time. The currently recognized value trend for the subject property is that of a stable market. The expectation for future potential value increases is rated average for the neighborhood, as well as for the subject property.

Offer to Accompany & Property Inspection. The appraiser contacted Mr. Seth Sorenson, City Manager on May 27, 2022. The date of inspection was June 1, 2022, at 9:45 A.M. and the appraiser was accompanied by Mr. Sorensen.

Invocation of USPAP's Jurisdictional Exception Rule

As stated in the appraiser's certification, "the appraisal was made and the appraisal report prepared in conformity with the Appraisal Foundation's *Uniform Standards for Professional Appraisal Practice (USPAP)*, except to the extent that the *Uniform Appraisal Standards for Federal Land Acquisition (UASFLA)* required invocation of USPAP's Jurisdictional Exception Rule, as described in Section D-1 of the *UASFLA*." USPAP changes frequently and future changes may require additional jurisdictional exceptions.

The current jurisdictional exceptions are detailed in the *UASFLA (Uniform Appraisal Standards for Federal Land Acquisition)*, with the following that apply to this appraisal being:

1. **Exposure Time.** "The appraiser's estimate of market value shall not be *linked* to a specific exposure time when conducting appraisals for federal land acquisition purposes under these Standards." (pg. 10, *UASFLA*)
2. **Marketing Time.** "Such estimates are inappropriate for, and must not be included in, appraisal reports prepared for federal land acquisitions under these standards." (pg. 10, *UASFLA*)
3. **Changes in the Neighborhood brought about by the government project.** UASFLA states that such changes shall be disregarded; this is contrary to USPAP Standards Rule 1-4(f) and is considered a jurisdictional exception. (Note that there are no known changes in zoning implemented by any governmental agency for this project.) (pg. 15, *UASFLA*)

Summary of Appraisal Problem

The appraisal as mentioned in other portions of the report will utilize the Sales Comparison Approach, since there were sufficient sales to adequately value the subject property. The Sales Comparison Approach would be the primary approach to value. The value for the subject will be for the land only with one hypothetical condition.

Factual Data

Legal Description

The subject property is pasture land surrounding the Sky View Golf Course that adjoins the Alliance Airport located on CR #57, Alliance, Nebraska.

The following legal description was taken from the Box Butte County Assessor. The legal description is as follows: Parts of Section 7, Township 24N, Range 47W. Please see two deeds in Addenda Section of the report for a complete legal description in the copy of the deeds. The deeds also included the golf course land.

Area, City, and Neighborhood Data

The subject neighborhood is located southeast of Alliance south of Highway #2.

The geography of the subject neighborhood is level. The drainage is considered adequate. Fire and police stations are within 4 miles of the neighborhood. All city utilities are available.

The access to the neighborhood is considered to be good via Highway #2 that connects which intersects the neighborhood and connects to CR #57 RD.

The subject neighborhood is a mixed-use neighborhood with the Alliance Airport and Golf Course, Nebraska VA Cemetery, farmland other industrial and manufacturing buildings located in the northwestern portion of the neighborhood.

In conclusion, the neighborhood is a fairly strong business area due to the varied uses and accessibility from all portions of the County and state highways. The neighborhood is considered to be stable in its cycle of life and should remain in this mode well past the year 2040 based on the previously recited reasoning.

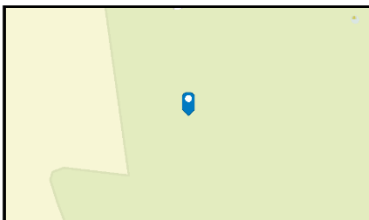
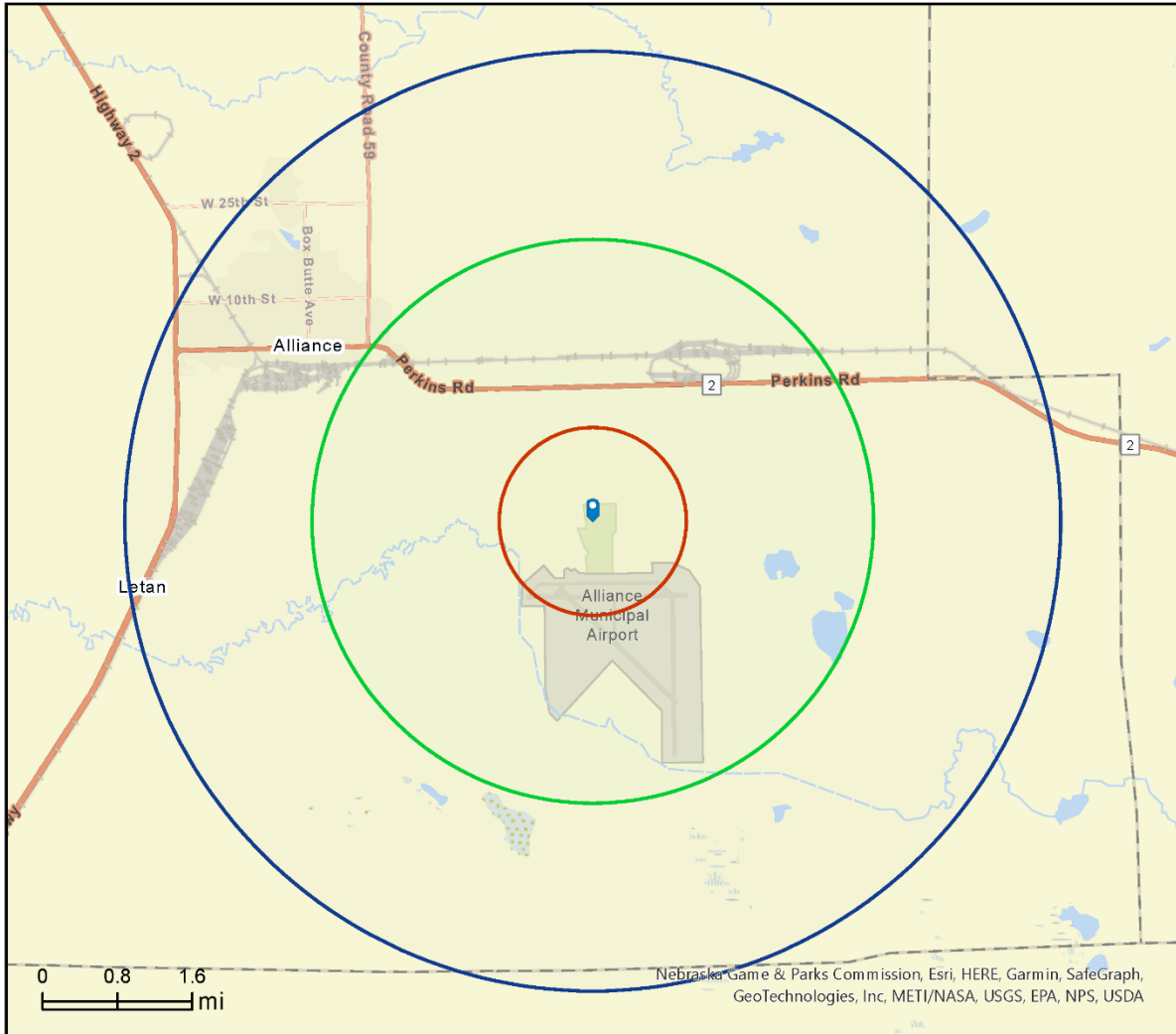
Demographics Profile



Site Map

Skyview Municipal Golf Course
Rings: 1, 3, 5 mile radii

Prepared by Esri
Latitude: 42.07036
Longitude: -102.81171



May 28, 2022

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Page 1 of 1



Executive Summary

Skyview Municipal Golf Course
Rings: 1, 3, 5 mile radii

Prepared by Esri
Latitude: 42.07036
Longitude: -102.81171

	1 mile	3 miles	5 miles
Population			
2000 Population	0	591	9,359
2010 Population	0	520	8,860
2021 Population	0	471	8,325
2026 Population	0	449	8,049
2000-2010 Annual Rate	0.00%	-1.27%	-0.55%
2010-2021 Annual Rate	0.00%	-0.88%	-0.55%
2021-2026 Annual Rate	0.00%	-0.95%	-0.67%
2021 Male Population	0.0%	48.0%	48.7%
2021 Female Population	0.0%	51.8%	51.3%
2021 Median Age	0.0	37.9	42.0

In the identified area, the current year population is 8,325. In 2010, the Census count in the area was 8,860. The rate of change since 2010 was -0.55% annually. The five-year projection for the population in the area is 8,049 representing a change of -0.67% annually from 2021 to 2026. Currently, the population is 48.7% male and 51.3% female.

Median Age

The median age in this area is 0.0, compared to U.S. median age of 38.5.

Race and Ethnicity

2021 White Alone	0.0%	79.8%	83.4%
2021 Black Alone	0.0%	1.9%	1.4%
2021 American Indian/Alaska Native Alone	0.0%	6.0%	4.7%
2021 Asian Alone	0.0%	0.2%	0.8%
2021 Pacific Islander Alone	0.0%	0.0%	0.0%
2021 Other Race	0.0%	7.0%	5.5%
2021 Two or More Races	0.0%	5.1%	4.0%
2021 Hispanic Origin (Any Race)	0.0%	16.3%	16.3%

Persons of Hispanic origin represent 16.3% of the population in the identified area compared to 18.9% of the U.S. population. Persons of Hispanic Origin may be of any race. The Diversity Index, which measures the probability that two people from the same area will be from different race/ethnic groups, is 49.1 in the identified area, compared to 65.4 for the U.S. as a whole.

Households

2021 Wealth Index	0	51	60
2000 Households	0	219	3,720
2010 Households	0	213	3,715
2021 Total Households	0	196	3,555
2026 Total Households	0	187	3,449
2000-2010 Annual Rate	0.00%	-0.28%	-0.01%
2010-2021 Annual Rate	0.00%	-0.74%	-0.39%
2021-2026 Annual Rate	0.00%	-0.94%	-0.60%
2021 Average Household Size	0.00	2.37	2.31

The household count in this area has changed from 3,715 in 2010 to 3,555 in the current year, a change of -0.39% annually. The five-year projection of households is 3,449, a change of -0.60% annually from the current year total. Average household size is currently 2.31, compared to 2.34 in the year 2010. The number of families in the current year is 2,258 in the specified area.

Data Note: Income is expressed in current dollars. Housing Affordability Index and Percent of Income for Mortgage calculations are only available for areas with 50 or more owner-occupied housing units.
Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2021 and 2026. Esri converted Census 2000 data into 2010 geography.

May 28, 2022



Executive Summary

Skyview Municipal Golf Course
Rings: 1, 3, 5 mile radii

Prepared by Esri
Latitude: 42.07036
Longitude: -102.81171

	1 mile	3 miles	5 miles
Mortgage Income			
2021 Percent of Income for Mortgage	0.0%	10.9%	9.8%
Median Household Income			
2021 Median Household Income	\$0	\$51,695	\$53,672
2026 Median Household Income	\$0	\$59,056	\$57,260
2021-2026 Annual Rate	0.00%	2.70%	1.30%
Average Household Income			
2021 Average Household Income	\$0	\$64,747	\$68,793
2026 Average Household Income	\$0	\$72,703	\$75,086
2021-2026 Annual Rate	0.00%	2.34%	1.77%
Per Capita Income			
2021 Per Capita Income	\$0	\$26,817	\$29,338
2026 Per Capita Income	\$0	\$30,138	\$32,134
2021-2026 Annual Rate	0.00%	2.36%	1.84%

Households by Income

Current median household income is \$53,672 in the area, compared to \$64,730 for all U.S. households. Median household income is projected to be \$57,260 in five years, compared to \$72,932 for all U.S. households

Current average household income is \$68,793 in this area, compared to \$90,054 for all U.S. households. Average household income is projected to be \$75,086 in five years, compared to \$103,679 for all U.S. households

Current per capita income is \$29,338 in the area, compared to the U.S. per capita income of \$34,136. The per capita income is projected to be \$32,134 in five years, compared to \$39,378 for all U.S. households

Housing			
2021 Housing Affordability Index	0	187	206
2000 Total Housing Units	0	245	4,235
2000 Owner Occupied Housing Units	0	137	2,559
2000 Renter Occupied Housing Units	0	82	1,161
2000 Vacant Housing Units	0	26	515
2010 Total Housing Units	0	234	4,243
2010 Owner Occupied Housing Units	0	128	2,531
2010 Renter Occupied Housing Units	0	85	1,184
2010 Vacant Housing Units	0	21	528
2021 Total Housing Units	0	220	4,154
2021 Owner Occupied Housing Units	0	125	2,521
2021 Renter Occupied Housing Units	0	71	1,033
2021 Vacant Housing Units	0	24	599
2026 Total Housing Units	0	216	4,134
2026 Owner Occupied Housing Units	0	125	2,476
2026 Renter Occupied Housing Units	0	62	973
2026 Vacant Housing Units	0	29	685

Currently, 60.7% of the 4,154 housing units in the area are owner occupied; 24.9%, renter occupied; and 14.4% are vacant. Currently, in the U.S., 57.3% of the housing units in the area are owner occupied; 31.2% are renter occupied; and 11.5% are vacant. In 2010, there were 4,243 housing units in the area - 59.7% owner occupied, 27.9% renter occupied, and 12.4% vacant. The annual rate of change in housing units since 2010 is -0.94%. Median home value in the area is \$125,577, compared to a median home value of \$264,021 for the U.S. In five years, median value is projected to change by 2.42% annually to \$141,502.

Data Note: Income is expressed in current dollars. Housing Affordability Index and Percent of Income for Mortgage calculations are only available for areas with 50 or more owner-occupied housing units.
Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2021 and 2026. Esri converted Census 2000 data into 2010 geography.

May 28, 2022

General Market Analysis

This consideration is for the time of sale, which will place the date of sale to the date of the appraised value. The value of farmland has increased over the past year surrounding the subject. The subject complex as previously explained has many uses and some are affected by economic conditions, and some are not.

Cornhusker Economics

2022 Nebraska Farmland Values and Cash Rental Rates

The market value of agricultural land in Nebraska increased by 16% over the prior year to an average of \$3,360 per acre, according to the 2022 Nebraska Farm Real Estate Market Survey (Figure 1 and Table 1). This marks the largest increase in the market value of agricultural land in Nebraska since 2014 and is the highest non-inflation-adjusted state-wide land value in the history of the survey.

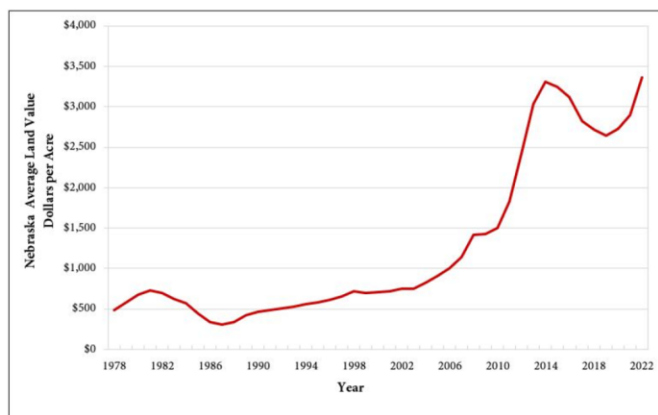
The University of Nebraska-Lincoln's Department of Agricultural Economics annually surveys land industry professionals across Nebraska, including appraisers, farm and ranch managers, agricultural bankers, and related industry professionals. Results from the survey are divided by land class and summarized by the eight Agricultural Statistic Districts of Nebraska (Figure 2).

As part of the annual survey, land industry professionals reported the rise in Nebraska agricultural land values were attributed to higher commodity prices, interest rates near

historic lows, hedging against inflation, and a renewed use in 1031 exchanges. The financial position of many operations improved over the prior year despite rising machinery costs and input expenses. Current interest rate levels created a strong market as investors turned to land as a tangible investment as a hedge against inflation. Proposals to change capital gains taxes also spurred the usage of 1031 exchanges.

Policies put forward to stem the effects of COVID-19 led to federal disaster assistance for the agricultural sector, along with an extended period of low interest rates. The tapering back of disaster assistance was offset by higher crop and livestock income across Nebraska in 2021 (Lubben, 2022). The outlook for 2022 also appears favorable as commodity prices continue to rise, but the impact of higher input costs and intensifying drought across the state are causes for concern

Figure 1. Historic Nebraska Average Land Value 1979-2022^a



Source: ^a UNL Nebraska Farm Real Estate Market Surveys, 1979 - 2022.

It is the policy of the University of Nebraska-Lincoln not to discriminate based upon age, race, ethnicity, color, national origin, gender-identity, sex, pregnancy, disability, sexual orientation, genetic information, veteran's status, marital status, religion or political affiliation.



Figure 2. Nebraska Agricultural Statistics Districts



(Kauffman & Kreitman, 2022). The resulting income, liquidity, and credit positions remain favorable across many operations.

Higher income, coupled with historically low interest rates, led to the robust real estate sales markets. Interest rates for operating, intermediate, and real estate debt in 2021 averaged approximately 100 basis or 1% lower than the historic average from 2015 to 2019. The average real estate debt for land loans averaged about 4.5% across states located in the Tenth District of the Federal Reserve Bank of Kansas City (Scott & Kreitman, 2022). Real estate purchasers capitalized on these favorable financing terms.

Uncertainty posed by investment taxation and inflation bolstered the use of 1031 exchanges when moving capital between assets. Investors and operators acquired land as a hedge against changes to policy and economic uncertainty. Overseas conflict leading to input shortages and higher expenses remains a challenge for navigating 2022. Favorable financial positions, lending terms, and stability of land as an investment, created a competitive real estate marketing across Nebraska, according to survey participants.

Cropland represented the highest market value increase for Nebraska for 2022 when compared to the prior year (Table 1). The estimated market value of dryland cropland with irrigation potential rose by 19% across the state. Districts in the Northeast, East, and Southeast increased by about 18% to 24%. The other five districts averaged increases ranging from 7% to 15%. Dryland cropland without irrigation potential followed similar trends as the Northwest, Northeast, Central, and East, reporting increases ranging from 15% to 21%, and the other regions improving from about 8% to 14%.

Center pivot irrigated cropland averaged 17% higher year over year, with the Northwest, Northeast, Southwest, and

Southeast leading the state between 18% and 24%. The North and East reported gains of 14% and 15%, while the Central and South rose between 12% to 13%. Higher commodity prices also translated into gravity irrigated cropland averaging 16% higher in 2022. The Northeast and South gains were between 19% and 22% for this land class. Dry conditions across the state, along with higher commodity prices, contributed to continued strong demand for the irrigated land classes.

Gains in the hayland and grazing land markets range from 10% to 13%. Grazing land tillable once again led the three land classes at 13% as operators seek additional acres to develop with higher commodity prices. The major grazing and hayland districts — Northwest, North, Central, and Southwest — reported increases from about 10% to 15%. Policies guiding the development of grazing or hayland into cropland have limited the ability to initially participate in purchasing federally subsidized crop insurance or participating in USDA farm programs.

Cropland cash rental rates trended higher in 2022 over the prior year (Table 2). Survey participants indicated crop prices as the major factor leading to the growth in rental rates. Higher planting time crop insurance price guarantees led to larger revenue guarantees. Producers have the ability to insure a greater level of revenue but face higher premiums and input expenses. Overseas conflict has disrupted trade patterns for commodities and critical crop inputs. The use of flexible leases in 2022 may better mitigate this risk and derive cash rental rates better reflecting economic forces.

Dryland and irrigated cropland cash rental rates in 2022 trended up, averaging about 10% to 15% higher than the prior growing season. Irrigated cash rental rates assume that the landlord owns the entire irriga-

Table 1. Average Reported Value of Nebraska Farmland for Different Land Types and Sub-State Regions,
February 1, 2022* **Preliminary**

Type of Land	Agricultural Statistics District								
	Northwest	North	Northeast	Central	East	Southwest	South	Southeast	State ^c
----- Dollars Per Acre -----									
Dryland Cropland (No Irrigation Potential)									
\$/acre	745	1,830	6,965	3,540	7,525	1,560	3,485	5,515	3,900
% change	17	11	21	15	16	8	14	12	15
Dryland Cropland (Irrigation Potential)									
\$/acre	855	2,245	7,485	3,855	8,470	1,775	4,145	6,695	5,235
% change	12	7	20	9	24	10	15	18	19
Grazing Land (Tillable)									
\$/acre	625	1,370	3,645	2,160	3,915	1,055	2,290	3,265	1,475
% change	16	15	12	10	16	11	15	9	13
Grazing Land (Nontillable)									
\$/acre	510	745	2,470	1,685	2,720	825	1,575	2,510	950
% change	15	7	16	13	6	9	8	17	10
Hayland									
\$/acre	830	1,370	3,475	2,225	3,470	1,535	2,085	3,125	1,895
% change	7	14	8	12	13	17	9	11	12
Gravity Irrigated Cropland									
\$/acre	2,520	4,205	8,960	7,015	9,440	4,155	6,865	7,630	7,055
% change	13	11	22	14	17	10	19	14	16
Center Pivot Irrigated Cropland^b									
\$/acre	3,065	4,890	10,135	8,105	10,920	4,900	7,780	9,985	7,735
% change	19	14	24	12	15	18	13	19	17
All Land Average^c									
\$/acre	825	1,290	6,950	3,810	8,110	1,805	4,375	6,070	3,360
% change	15	11	21	12	19	13	15	16	16

Source: * UNL Nebraska Farm Real Estate Market Surveys, 2021 and 2022.

^b Value of pivot not included in per acre value.

^c Weighted averages.

tion system. These rates would be adjusted down to reflect the tenant providing a component to the irrigation system. Extensive drought and heightened input expenses such as fertilizer and crop chemicals were reported as concerns expressed by survey participants for the upcoming growing season. Flexible leases accounting for actual crop revenue and expenses may be a feature to consider in negotiated rental leases.

Grazing land and cow-calf pairs rental rates trended steady to higher across Nebraska in 2022 (Table 2). These rates increased about 6% to 8% over the prior year. Drought poses a threat to grazing land without additional rainfall over the upcoming growing season. Negotiating early removal provisions should be accounted for as part of the cash rental rate subject to drought conditions.

The degree of service provided by the landlord or tenant influences the cow-calf pair rental rates paid as part of the lease. Factors to consider in the lease include the responsibility of fencing upkeep, control of brush or noxious weeds, and payment of utility bills associated with livestock wells. High third and low third quality cash rental rates in Table 2 account for some of these negotiated lease provisions.

Land values and rental rates presented in this report are averages of survey participants' responses by district. Actual land values and rental rates may vary depending upon the quality of the parcel and local market for an area. Also, preliminary land values and rental rates are subject to change as additional surveys are returned. Final results from the survey will be published in June 2022 and available online via the Nebraska Farm Real Estate website: <http://cap.unl.edu/realestate>

Table 2. Reported Cash Rental Rates for Various Types of Nebraska Farmland and Pasture: 2022 Averages, Percent Change from 2021 and Quality Ranges by Agricultural Statistics District^a

Preliminary

Type of Land	Agricultural Statistics District							
	Northwest	North	Northeast	Central	East	Southwest	South	Southeast
----- Dollars Per Acre -----								
Dryland Cropland								
Average	33	65	245	120	235	49	100	190
% Change	11	15	9	22	7	18	20	12
High Third Quality	45	98	290	145	275	67	130	235
Low Third Quality	27	50	195	105	185	39	78	160
Gravity Irrigated Cropland								
Average	130	195	300	245	285	180	245	260
% Change	13	8	7	14	10	6	17	9
High Third Quality	165	230	355	275	320	205	275	315
Low Third Quality	105	170	245	190	250	160	210	230
Center Pivot Irrigated Cropland^b								
Average	175	230	340	275	330	225	280	315
% Change	16	9	11	17	14	15	19	13
High Third Quality	210	280	390	335	365	270	330	345
Low Third Quality	140	195	285	225	290	180	245	265
Pasture								
Average	14	30	69	41	55	25	40	53
% Change	7	11	4	9	6	12	5	8
High Third Quality	19	43	89	56	71	32	49	64
Low Third Quality	11	17	52	33	44	19	30	41
----- Dollars Per Month -----								
Cow-Calf Pair Monthly Rates^c								
Average	43.15	67.05	65.80	61.45	58.35	56.70	51.20	57.40
% Change	9	6	8	4	6	10	3	5
High Third Quality	48.50	73.65	76.25	71.40	68.25	60.90	63.85	67.35
Low Third Quality	35.85	56.10	52.35	47.95	49.30	48.75	40.15	44.95

Source: ^a Reporters' estimated cash rental rates (both averages and ranges) from the UNL Nebraska Farm Real Estate Market Development Survey, 2021 and 2022.

^b Cash rents on center pivot land assumes landowners own total irrigation system.

^c A cow-calf pair is typically considered to be 1.25 to 1.30 animal units (animal unit being 1,000 lb. animal) for a five month grazing season. However, this can vary depending on weight of cow and age of calf.

Please address questions regarding preliminary estimates from the 2022 Nebraska Farm Real Estate Survey to Jim Jansen at (402) 261-7572 or jjansen4@unl.edu.

References

- Kauffman, N., & Kreitman, T. (2022, February 24). [Farm Real Estate Values Continue Rapid Climb](#), retrieved March 3, 2022, from the Kansas City FED
- Lubben, B. (2022, March) [Nebraska Farm Financial Income Forecasts](#), retrieved March 3, 2022 from the UNL Bureau of Business Research
- Scott, F., & Kreitman, T. (2022, February 10). [Rise in Farm Real Estate Values Accelerates](#), retrieved March 4, 2022, from the Kansas City FED

Jim Jansen, (402) 261-7572
Agricultural Economist
University of Nebraska-Lincoln
jjansen4@unl.edu

Jeffrey Stokes, (402) 472-2127
Professor
University of Nebraska-Lincoln
jeffrey.stokes@unl.edu

Property Data

Adjacent to State or Federal Lands

The subject adjoins the other land owned by the City of Alliance. There are no State or Federal lands that adjoin the subject property.

Minerals/Timber Value, Oil or Gravel

There is no harvesting of timber, gravel or oil in the immediate neighborhood. There is little or no oil exploration in Box Butte County.

Environmental

Mr. Sorensen indicated he was not aware of any environmental issues affecting the subject property.

Site

The subject parcel consists of one irregular shaped parcel of average quality pasture land with a total of 321.4 ± Acres according to the owner.

The site is mostly level with minor undulating areas. No problem drainage areas were noted. The site surrounds the entire Sky View Golf Course.

No soils report was provided to the appraiser, consequently, sub-soil conditions are unknown, and it is assumed that no unusual or detrimental soil conditions exist. Our inspection of the subject property revealed no settlement or soil problems. There are normal utility easements and avigation easements.

The public utilities available in the neighborhood to the site including electricity, natural gas, water and sewer.

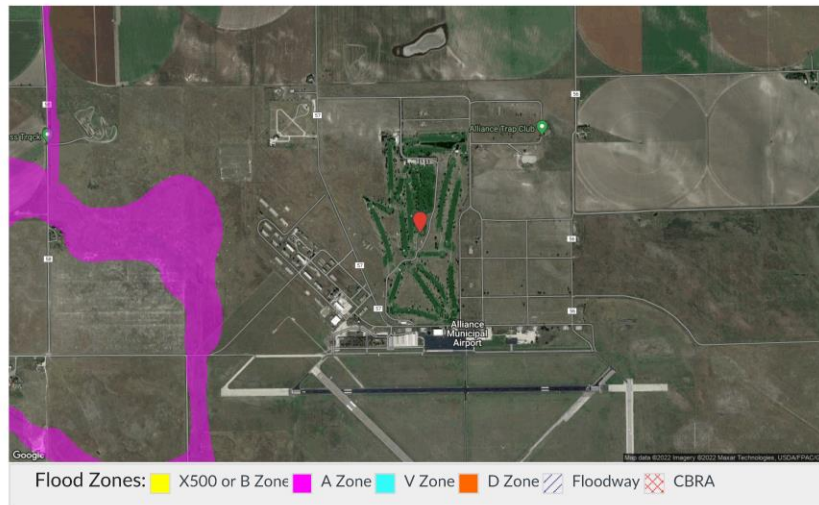
Flood Hazard Area

The site is outside of the established 100-year floodplain according to FEMA flood insurance rate map panel number 3100110010A, dated July 16, 1987. For properties outside of the established 100-year floodplain, the risk of flooding is reduced but not completely removed. These areas submit more than 20 percent of National Flood Insurance Program claims and receive one-third of Federal disaster assistance for flooding. Flood insurance isn't federally required in moderate-to low-risk areas, but it is recommended for all property owners and renters. They are shown on flood maps as zones beginning with the letters 'B', 'C' or 'X' (or a shaded X).



RiskMeter

COMMUNITY	310011	PANEL	0010A
PANEL DATE	July 16, 1987	MAP NUMBER	3100110010A



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Improvements

There are some older structures such as an old drive-in theater with large screen and small projection building, rodeo and area plus a small being utilized over the summer months. The improvements are excluded for appraisal purposes and would be considered a Hypothetical Condition for appraisal purposes.

There is perimeter fencing and some cross fencing that is 3 string barb wire attached to wood or sell posts in average condition.

Off-Site Improvements

CR #57 is two lane paved county road. There are also graveled roads surrounding the property.

Fixtures

There are no other fixtures.

Use History

Present Use & 10-Year Use History

For decades, the property's primary use has used for grazing land leased to tenants by the City of Alliance.

Sales History

10-Year Sales History

The City of Alliance has owned the subject property since 1942. The subject has not been listed in the past 10 years. The referenced deeds below include other land that are not part of the subject land.

Book & Page	Date Executed	Deed Type
22-676	June 10,1942	None Stated
24-263	June 10,1942	Warranty Deed

Rental History

3-Year Rental History

For decades, the property's primary use has used for grazing land leased to tenants by the City of Alliance. The leases are summarized in the order provided by the client.

Tract "H"

Lessee: Wells Ranch

Size: 82 acres for grazing

Term: May 15,2021 to October 1,2025

Rent: \$984/year

Taxes: If Assessed by the County

Tract "I"

Lessee: Justin Shrewsbury

Size: 19 acres for grazing

Term: May 15,2021 to October 1,2025

Rent: \$228/year

Taxes: If Assessed by the County

Tract "K"

Lessee: Dennis Walker

Size: 192 acres for grazing

Term: May 15,2021 to October 1,2025

Rent: \$3,969/year

Taxes: If Assessed by the County

Tract "T"

Lessee: Richard Robb

Size: 28 acres for grazing

Term: May 15,2021 to October 1,2025

Rent: \$336/year

Taxes: If Assessed by the County

The same lessees were in place prior to the above renewals.

Assessed Value and Annual Tax Load

The Box Butte County records indicates the subject parcels are tax exempt since they are owned by the City of Alliance. The parcel numbers are included on page 17 of the report. There is a small building on Parcel # 070199167 that was assessed at \$4,275 and taxes are \$65.65 for 2021. There was not any land assessed on this card.

Zoning and Other Land Use Regulations

SECTION 5. "A" Agricultural District

5.01. Intent: This district is intended to satisfy the basic needs of the county's farming-ranching operations. Since agriculture is one of the county's primary industries, it is vital that agricultural operations be protected from encroachments of non-agricultural uses and potential nuisance situations. Therefore, the mixture of sporadically located intense residential and other urban uses within the agricultural district is not encouraged.

Some non-agricultural uses serving both rural and urban needs are, however, frequently found to exist in rural areas. With proper design and location these uses can co-exist without detriment to agricultural interests. These uses may be permitted by special review and approval of the Planning Commission and County Commissioners.

5.02. Permitted Uses:

1. Accessory single family dwellings for persons customarily employed at or engaged in farming or ranching.
2. Apiaries.
3. Asphalt or concrete batch plant and borrow pits used temporarily and exclusively for the completion of a public road improvement project.
4. Bed and Breakfasts
5. Churches & cemeteries.
6. Cultivation, storage, and sale of crops, vegetables, plants, flowers, and nursery stock raised on the premises.
7. Existing Class I Livestock Operations.
8. Extraction of minerals using non-excavation (drilling) techniques.
9. Farm or ranch operations, including the storage of chemicals and other farm associated products for sole use of the farm or ranch operator.
10. Golf Courses.
11. Grazing of livestock.
12. Home Occupations with five or fewer employees and conducted in accordance with Section 11.01.
13. Mining.
14. New livestock operations with less than 300 animal units, or more than 300 animal units if not confined for more than 90 days.
15. Offices incidental to the operation of the listed permitted uses.
16. One (1) primary single-family dwelling per legal lot/parcel, existing at the time of adoption of this Resolution, located within one mile of a livestock operation.

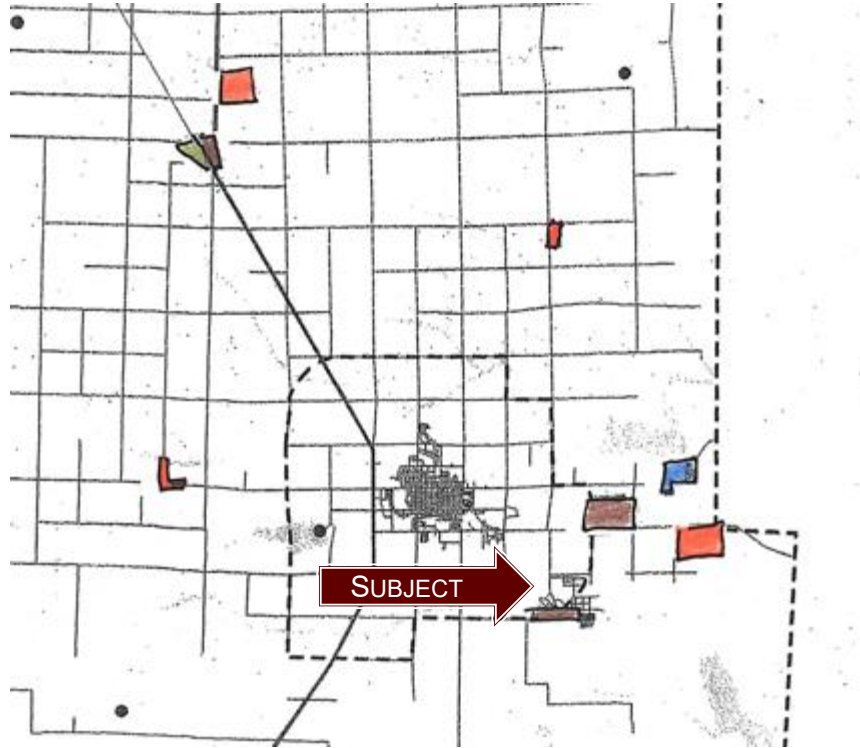
17. One (1) primary single-family dwelling per legal lot/parcel located more than one mile from a livestock operation.
18. Public parks and public recreation facilities.
19. Public utility transmission pipes, lines and substations.
20. Recreational tourist services.
21. Schools.
22. Tourist information area.

5.03. Conditional Uses: The following conditional uses may be permitted in the "A" District upon approval of a permit in accordance with the requirements and procedures set forth in Section 17.

1. Agricultural Service establishments primarily engaged in performing agricultural husbandry, or horticulture services on a fee or contract basis including:
 - A. Grain and/or feed elevators
 - B. Crop dusting or spraying operations facilities (including hangers, landing strips, fertilizer storage facilities, and offices accessory to the crop dusting or spraying operation)
 - C. Farm equipment sales, repair, and installation facilities.
 - D. Veterinary clinics and hospitals and related facilities.
 - E. Grain and Feed Sales.
 - F. Commercial Grain Storage and drying.
 - G. Fertilizer storage, mixing, blending, and sales.
 - H. Seed processing, storage, mixing, blending, and sales.
 - I. Sorting, grading and packing fruits and vegetables for the grower.
 - J. Animal rendering, animal waste recycling and processing facilities.
 - K. Custom meat processing.
 - L. Livestock sales barns and facilities
 - M. Forage dehydration facilities.
2. Airports and landing strips.
3. Beet dump.
4. Billboards (in accordance with Section 12).
5. Cellular, television, or radio towers.
6. Commercial trailer washout.
7. Fairgrounds.
8. New livestock operations with 300 or more animal units confined for more than 90 days.

9. Kennels.
10. Home Occupation with more than 5 employees.
11. Pet Cemetery.
12. Power generating facilities and related uses.
13. RaceTracks.
14. Salvage Operation, Auto - possessing a Department of Motor Vehicles operating license.
15. Salvage Operation, Other - that can demonstrate processing and the sale of processed material is, or will, occur within the time limitation imposed as a condition of use.
16. Sewage and wastewater treatment operations.
17. Solid waste disposal sites and facilities.
18. Indoor or outdoor sporting and recreation facilities, public or private, that due to the nature of the facility generally require a location separated from urban areas. Examples include rifle ranges, sport clay facilities, riding arenas, etc. (***Amended adopted July 7, 2003***)
19. Temporary housing for the care of an elderly or special need blood relative or immediate family subject to the conditions listed below and any additional conditions as may be required by the County.

Zoning Map



Data and Analysis and Conclusions

Highest and Best Use

Defined. A property is always valued in terms of its Highest and Best Use. The Highest and Best Use of a site is defined in The Dictionary of Real Estate Appraisal, 5th Edition published by the Appraisal Institute in 2010 as: "The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum profitability."

Highest & Best Use of a property always takes into consideration the existing improvements and considers the land as if vacant and available to be put to its Highest and Best Use.

The rationale of Highest and Best Use is that a property must have utility reflected through market demand to have a market function. In turn, function determines use, and use is a major determinant of value, in the context of current market forces.

Vacant or Improved. The subject property is presently pasture/grazing land owned by the City of Alliance.

Larger Parcel Considered. There will be no larger parcel acquired, however, the pasture land is considered to be the larger parcel as defined. The City of Alliance does own additional property in the subject's neighborhood, just west of the subject.

Four Criteria. In estimating Highest and Best Use, following site analysis and improvements analysis, as applicable, an appraiser goes through essentially four stages of analysis:

Legally Permissible Uses. What uses are permitted under existing zoning and other land use regulations and controls, and under existing deed restrictions, for the subject property?

Physically Possible Uses. What uses are physically possible on the subject site or in the subject improvements, given the physical characteristics revealed by property analysis?

Financially Feasible Uses. Among legally permitted and physically possible uses for the subject property, which are appropriate given the characteristics revealed by market, neighborhood, and property analysis? Which uses produce any net return to the owner, or a positive net present value?

Maximally Productive Use. Among appropriate or feasible uses for the subject property, which use will produce the highest present value?

Highest and Best Use - As Vacant

Legally Permissible

The subject is located in Agricultural District zone in Box Butte County. An agricultural use such as pasture land would be a permitted use. Information regarding a full description of zoning regulations for this district can be found in the Zoning section of this report.

Physically Possible Uses

The development of an agricultural use such as pasture land be physically possible use of the site.

Financially Feasible

The immediate neighborhood consists of several different uses which include the Alliance Airport, Sky View Golf Course, Nebraska VA Cemetery, industrial buildings and pasture land. The development of the site into an agricultural use would be the most financially feasible based upon current economic conditions and market preferences based on the surrounding neighborhood.

Maximally Productive

After considering legally permissible, physically possible and financially feasible uses, a use would be some of agricultural land such as pasture land would be the most maximally productive use that would produce the greatest return to the subject site as vacant.

Highest and Best Use - As Improved

The subject is improved with an pasture land. Therefore, based on the previously recited information in this particular section, the subject use as pasture land is highest and best use as improved.

Highest & Best Use Conclusion

Present (Predominate) Use. The present use as an agricultural use as pasture land would represent the highest and best economic use of the subject, since it has been operating for years and serves the need in the County and surrounding area.

Alternate Use(s) Considered (Hypothetical Condition). None, based upon the previously recited reasoning in this section.

Transitional Use(s) Considered. None

Highest & Best Use of the Subject Property - Summary

Whole Subject Property. The primary highest and best use of the subject property would be the continued as an agricultural use as pasture land based on the previously recited information in the Highest and Best use Section.

Sales Comparison Approach

The Sales Comparison Approach to value involves direct comparison of the property being appraised to similar properties that have sold in the same market, or in a similar market. Through analysis and adjustments, the appraiser can derive an indication of value for the property being appraised, the subject property. By making adjustment to the comparable for the differences between the properties, the appraiser, in effect, creates a hypothetical replica of the subject property. The relationship between a subject property and a comparable is expressed simply:

$$\text{Sale} \pm \text{Differences} = \text{Subject}$$

Careful selection of comparables facilitates analysis and reduces the number of adjustments necessary to replicate the subject property. Although the adjustments to the comparables are made through simple mathematical procedures, they are based on meticulous analysis of the comparables in relation to the subject property. Through each step of the Sales Comparison Approach and in each adjustment, the appraiser must use sound judgment developed through knowledge of the market and experience. Thus, the appraiser can fully explain adjustments and the amount of each and arrive at a valid indication of value through the Sales Comparison Approach.

Carefully verified and analyzed, market data provides good evidence of value when they represent typical actions and reactions of buyers, sellers, users, and investors. The Sales Comparison Approach is based on the application of the principle of substitution, which states that a prudent person will not pay more for a property than the amount for which a comparable property can be bought.

Although individual sales may deviate from a market norm, a sufficient number of sales prices tend to produce a pattern indicating the action of typical buyers and sellers in the market. This pattern provides the appraiser with a good indication of current market value.

Steps in the Sales Comparison Approach

The Sales Comparison Approach is applied in five steps:

1. Research the market to obtain information about transactions, listings, and other offerings of properties similar to the subject property.
2. Verify the information obtained in Step 1. Verification requires two considerations:
 - a. The data obtained is factually accurate.
 - b. The transactions reflect arm's length, market considerations. Verification is accomplished by obtaining the same information from a second knowledgeable source, usually one of the participants in the transaction.
3. Determine relevant units of comparison (for example, acre, square foot, animal unit, or bushel per acre) and develop a comparative analysis for each relevant unit.

Sales Comparison Approach (continued)

4. Adjust the sale price of each comparable property, as appropriate, or eliminate the property as a comparable. Compare the subject and comparables on the basis of the six elements of comparison: financing terms, conditions of sale, market conditions (time), location, physical characteristics, and income characteristics.
5. Reconcile multiple value indications resulting from the comparables into a single value indication.

When the properties that are used for comparison are very similar to the subject property, the appraiser may be able to compare total properties to a total property. However, rural properties typically have a variety of components; some components on a subject property may or may not be present on one or more of the comparables sales properties. For instance, the subject property may have an area of woodland and a feedlot, while two of the comparables have feedlots, but no woodland, and another comparable has woodland, but no feedlot. The appraisal may be further complicated if the same components are present on the subject and the comparables, but in different proportions. For example, the woodland area on one may comprise 2% of the whole property, while the proportion on a second may be 10%. As a result of these two conditions, typical of rural properties, the appraiser often uses units of comparison such as value per acre, value per MBF, or value per AUM. In some cases, the appraiser must estimate the value of each component part separately.

Researching the Market for Comparable Sales

Although it is occasionally necessary to use properties that are being offered for sale, properties that have been sold in the market are the most indicative comparables. Appraisers often refer to all comparables as “sales.” The major consideration in comparable sales selection is the degree of comparability between sales that are representative of the probably market for the subject property and in which there is a significant degree of comparability between the sales and the subject.¹

The Sales Comparison Approach will be simplified for the ease of explanation. Therefore, direct comparisons will be made from the subject to each sale to arrive at a value for the land mix adjustment.

All the sales at the time of sale were highest and best use and were unzoned or ‘Agricultural.’

¹ The Appraisal of Rural Property, American Institute of Real Estate Appraisers of the National Association of Realtors, an Illinois Not for Profit Corporation, Chicago, Illinois, copyright 1987, pages 311, 315, and 317.

Comparable Sale #1

Location Data

Location:	8.5 mi. west of Alliance, NE
County:	Box Butte County
Legal Description:	W1/2 of Section 29, Township 25N, Range 49W

Improvements

Residence	2,052
Utility Building	1,200
Cabin	NA

Sale Data

Date:	Jul-21
Marketing Time:	NA
Grantor:	Danny Stefka
Grantee:	Howard Willey
Financing:	Cash to seller
Document:	Book 2021, Page 1411 (WD)
Sale Price:	\$366,000
Cash Equivalent:	\$366,000
Verification:	Grantee/County Records

Remarks

This property included a double wide residence with 2,052 SF with a full unfinished basement built in 1997. The quality was fair and condition average. A 972 SF attached garage was present. There was small farm utility building with 1200 SF built in 2018. The sale also included a 640 SF cabin built in 2019 plus 3 loafing sheds with a total of 1,120 SF built from 2005 to 2019.

Sales Analysis

	305.62 ± Acres	Pasture Land	@ \$	540 /acre	= \$	165,035
	2.00 ± Acres	Home/Farm Site	@ \$	7,500 /acre	= \$	15,000
	13.28 ± Acres	Roads/Waste	@ \$	- /acre	= \$	-
Total	320.90 ± Acres				\$	180,035

Improvement Contribution

	2,052 ± SF	Dwelling	@ \$	52.50 /SF	= \$	107,730
	2,052 ± SF	Basement	@ \$	12.50 /SF	= \$	25,650
	972 ± SF	Garage	@ \$	11.00 /SF	= \$	10,692
	1,200 ± SF	Farm Utility Building	@ \$	10.00 /SF	= \$	12,000
	640 ± SF	Small Cabin	@ \$	40.00 /SF	= \$	25,600
	1,120 ± SF	Loafing Sheds	@ \$	3.90 /SF	= \$	4,368
Total					\$	186,040
Total Price					\$	366,075

Comparable Sale #1 - Aerial Map



Comparable Sale #2

Location Data

Location: **7 mi. west & 6 mi. South of Alliance**
 County: **Box Butte**
 Legal Description: **S1/2 of Section 32; SE1/4SE1/4SW1/4;
 S1/2S1/2SE1/4 of Section 33 and SW1/4
 of Section 34 all in Township 24N,
 Range 49W**

Improvements

Metal Building	NA
Utility Building	NA
Grain Bins	NA

Sale Data

Date:	Jun-21
Marketing Time:	NA
Grantor:	Gary Frank, Successor Trustee
Grantee:	Brent Hinrichs Cattle, LLC
Financing:	Cash to seller
Document:	Book 2021, Page 1141 (TD)
Sale Price:	\$233,708
Cash Equivalent:	\$233,708
Verification:	Grantee/County Records

Remarks

This piece was mostly pasture land. There were no out buildings. There were 20.64 acres that was classified as waste.

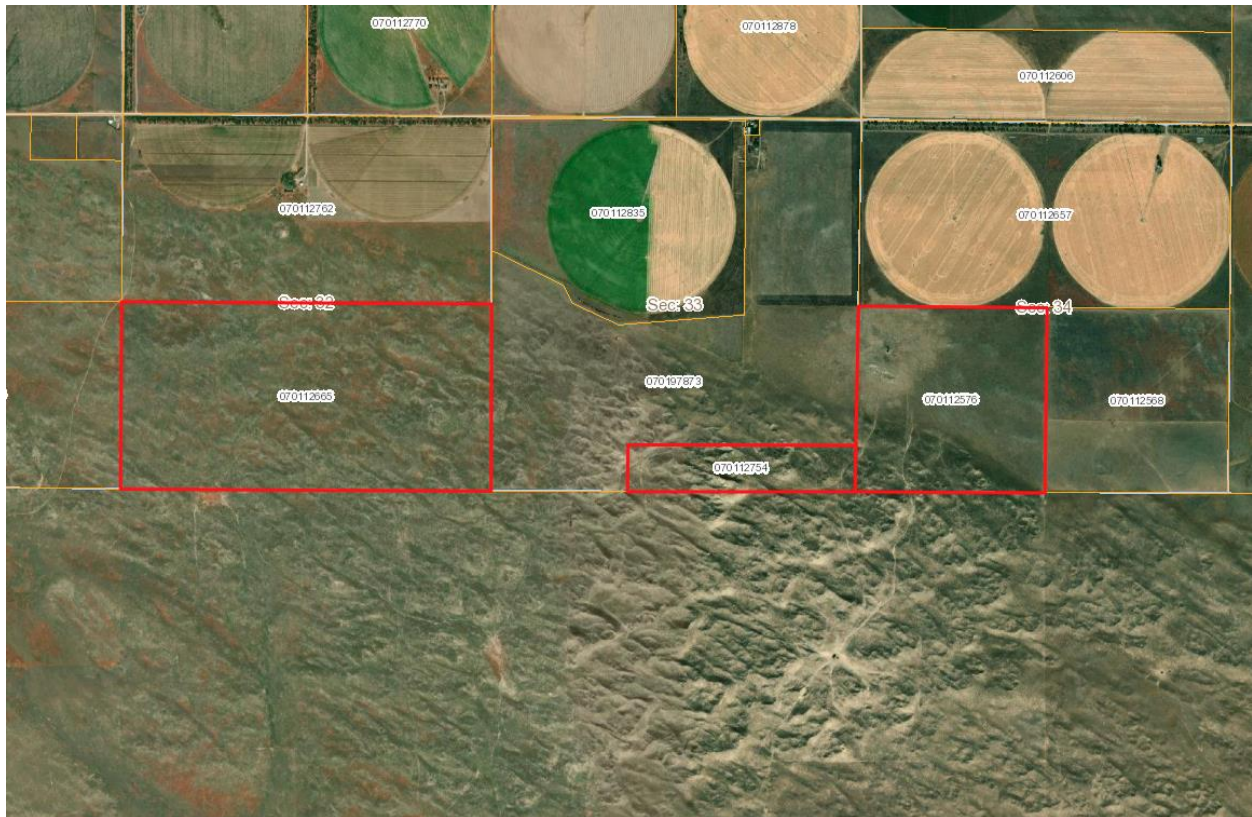
Sales Analysis

	541.14 ± Acres	Pasture	@ \$	432 /acre	= \$	233,772
	29.60 ± Acres	Road/Waste	@ \$	- /acre	= \$	-
Total	570.74 ± Acres				\$	233,772

Improvement Contribution

	0 ± SF	Dwelling	@ \$	- /SF	= \$	-
	0 ± SF	Machine Shed	@ \$	- /SF	= \$	-
Total					\$	-
Total Price					\$	233,772

Comparable Sale #2 - Aerial Map



Comparable Sale #3

Location Data

Location: **10 mi. north & 3mi. East of Alliance**
 County: **Box Butte**
 Legal Description: **S1/2 Section 10 and SW1/4, NW1/4 of Section 15 all in Township 28N, Range 47W**

Improvements

Residence	NA
Garage	NA
Storage Bldg.	NA

Sale Data

Date: **Feb-20**
 Marketing Time: **NA**
 Grantor: **Leisy Land, LLC**
 Grantee: **Kenneth & Pamela Klaes**
 Financing: **Cash to seller**
 Document: **Book 2020, Page 231 (JTWD)**
 Sale Price: **\$509,375**
 Cash Equivalent: **\$509,375**
 Verification: **Grantor/Public Records**

Remarks

This piece of land was pasture land purchased by the adjoining owner.

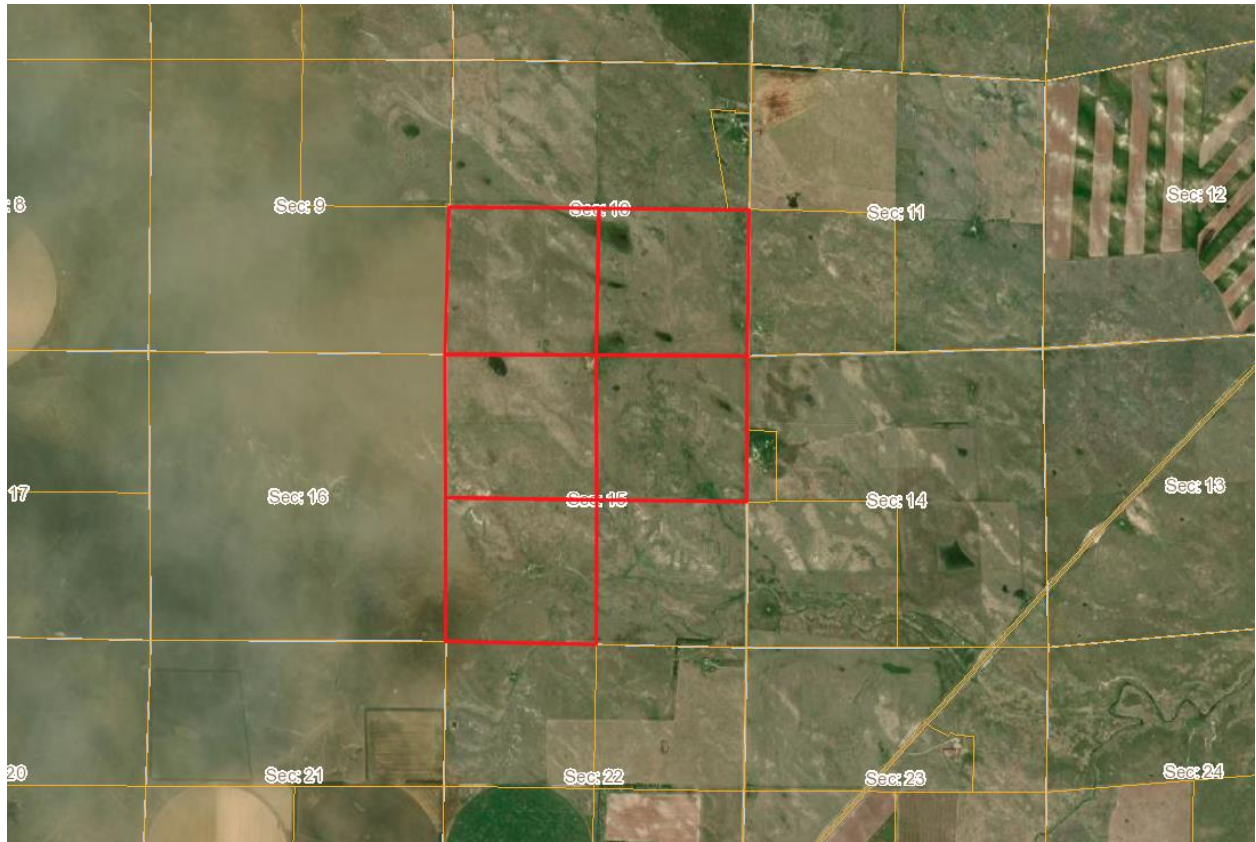
Sales Analysis

	792.34 ± Acres	Pasture	@ \$	643 /acre	= \$	509,475
	17.37 ± Acres	Roads/Waste	@ \$	- /acre	= \$	-
Totals	809.71 ± Acres				\$	509,475

Improvement Contribution

	± SF	Dwelling	@	/SF	= \$	-
	± SF	Garage	@	/SF	= \$	-
	± SF	Storage	@	/SF	= \$	-
	± SF	Machine Shed	@ \$	- /SF	= \$	-
Total					\$	-
Total Price					\$	509,475

Comparable Sale #3 - Aerial Map



Comparable Sale #4

Location Data

Location:	3 mi. north of Hemingford
County:	Box Butte
Legal Description:	SW1/4 Section 29, Township 28N, Range 49W

Improvements

Residence	NA
Garage	NA

Sale Data

Date:	Apr-21
Marketing Time:	NA
Grantor:	Estate of Thelma Foley
Grantee:	Terry's Legacy
Financing:	Cash to Seller
Document:	Book 2021, Page 740 (PRD)
Sale Price:	\$143,100
Cash Equivalent:	\$143,100
Verification:	Grantee/County Records

Remarks

This parcel was a mix of dryland and pasture.

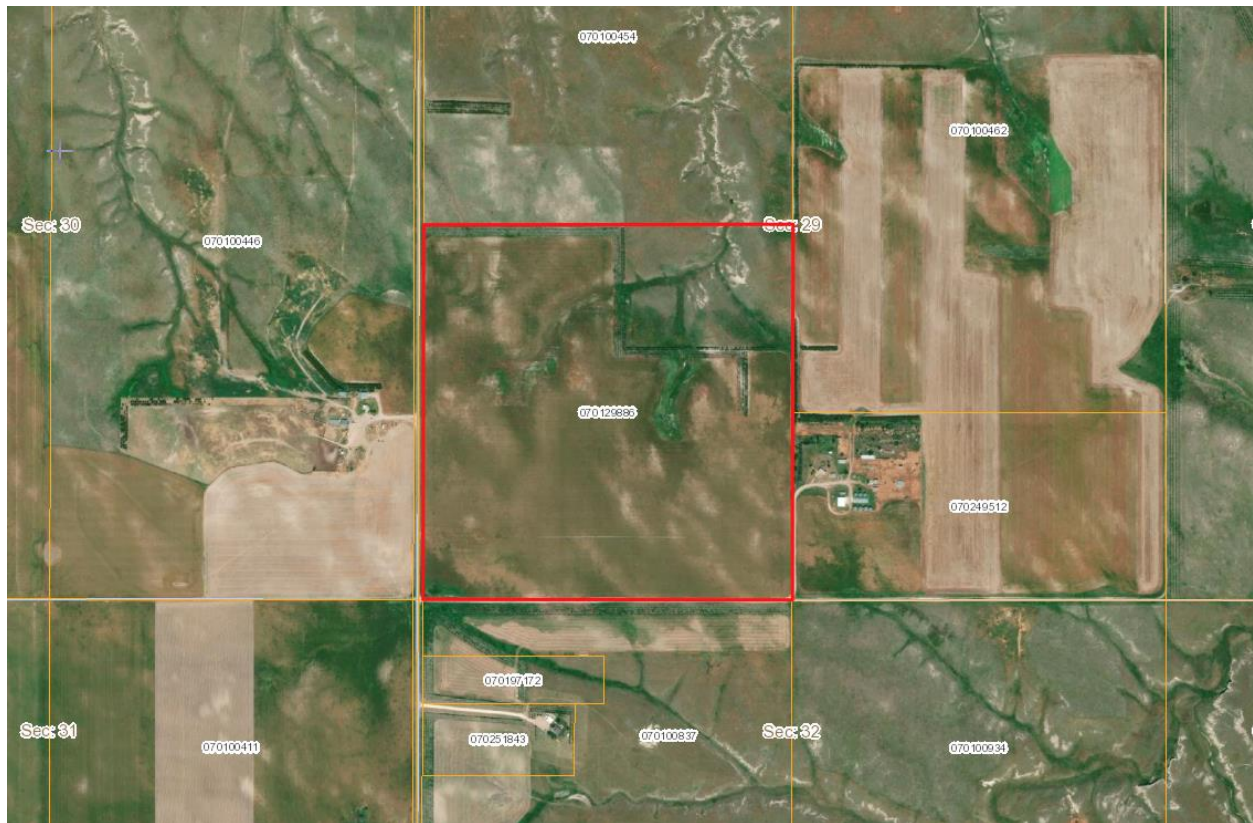
Sales Analysis

	93.35 ± Acres	Grade II Dryland	@ \$	990 /acre	= \$	92,417
	38.27 ± Acres	Grade III-IV Dryland	@ \$	930 /acre	= \$	35,591
	25.15 ± Acres	Pasture Land	@ \$	600 /acre	= \$	15,090
	1.98 ± Acres	Roads/Waste	@ \$	- /acre	= \$	-
Total	158.75 ± Acres				\$	143,098

Improvement Contribution

	0 ± SF	Dwelling	@ \$	- /SF	= \$	-
	0 ± SF	Dwelling	@ \$	- /SF	= \$	-
	0 ± SF	Machine Shed	@ \$	- /SF	= \$	-
Total					\$	-
Total Price					\$	143,098

Comparable Sale #4 - Aerial Map



Comparable Sale #5

Location Data

Location:	16 mi. north, 4.5 mi. east of Alliance
County:	Box Butte
Legal Description:	NE1/4 Section 11, Township 27N, Range 47W

Improvements

Residence	NA
Garage	NA

Sale Data

Date:	Apr-21
Marketing Time:	NA
Grantor:	Judith Ehernberger, Trustee
Grantee:	Douglas & Cheryl Armstrong
Financing:	Cash to Seller
Document:	Book 2021, Page 2217 (TD)
Sale Price:	\$268,721
Cash Equivalent:	\$268,721
Verification:	Grantee/County Records

Remarks

This parcel was a mix of dryland and pasture located north of Alliance. This sale was one of the more recent sales available.

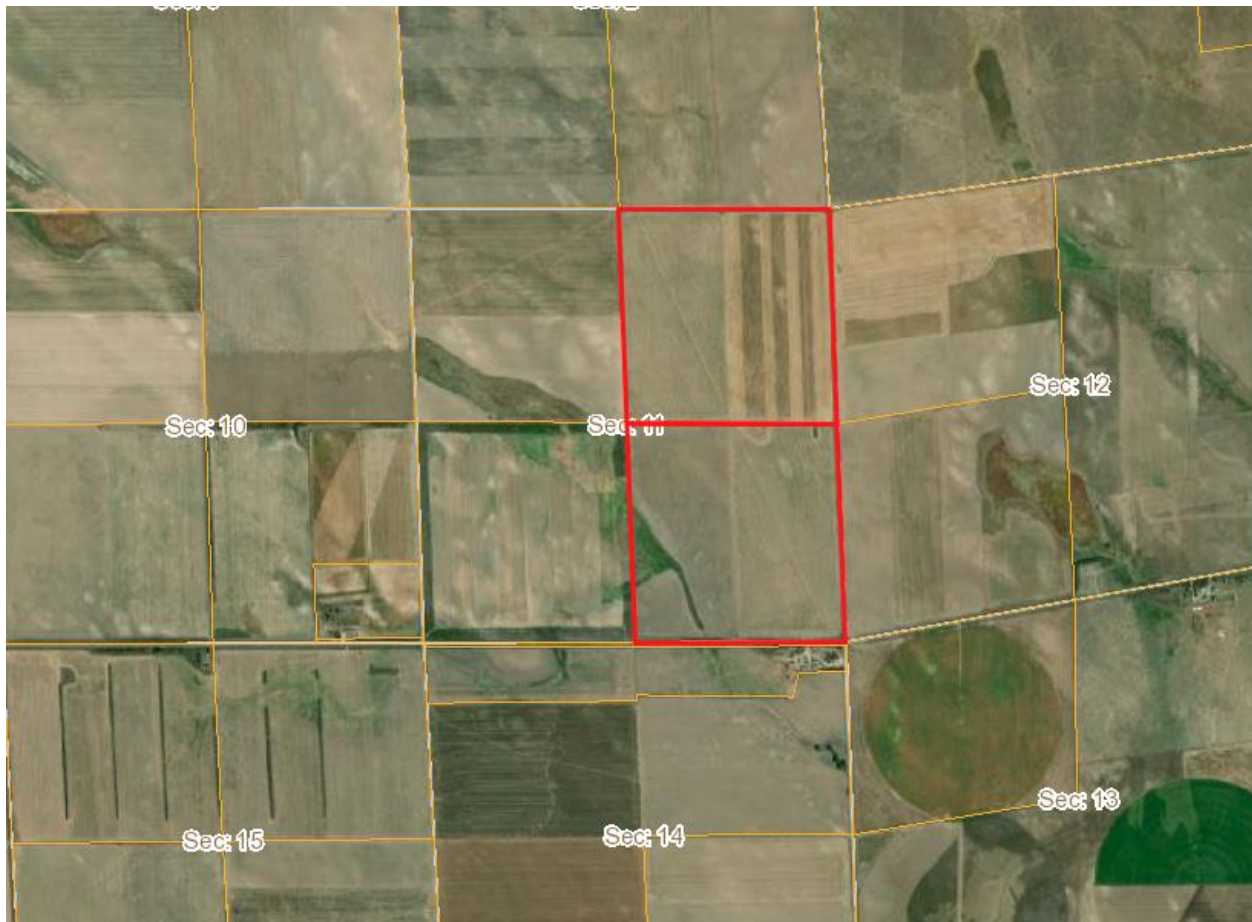
Sales Analysis

	169.60 ± Acres	Grade II & III Dryland	@ \$	950 /acre	= \$	161,120
	170.68 ± Acres	Pasture	@ \$	630 /acre	= \$	107,528
	2.04 ± Acres	Roads/Waste	@ \$	- /acre	= \$	-
Total	342.32 ± Acres				\$	268,648

Improvement Contribution

	0 ± SF	Dwelling	@ \$	- /SF	= \$	-
	0 ± SF	Dwelling	@ \$	- /SF	= \$	-
	0 ± SF	Machine Shed	@ \$	- /SF	= \$	-
Total					\$	-
Total Price					\$	268,648

Comparable Sale #5 - Aerial Map



Direct Sales Comparison Approach - Comparable Sale #1

Comparable Sale #1						Subject Property					
Land Type	# of Acres		Price/Acre		Aggregate Price	Land Type	# of Acres		Price Per Acre		Aggregate Price
Pasture Land	305.62	acres @	\$ 540	/acre =	\$ 165,035	Pasture Land	321.40	acres @	\$ 540	/acre =	\$ 173,556
Shelter Belt	-	acres @	\$ -	/acre =	\$ -	Shelter Belt	-	acres @	\$ -	/acre =	\$ -
Home/Farm Site	2.00	acres @	\$ 7,500	/acre =	\$ 15,000	Home/Farm Site	-	acres @	\$ -	/acre =	\$ -
Roads/Waste	13.28	acres @	\$ -	/acre =	\$ -	Roads/Waste	-	acres @	\$ -	/acre =	\$ -
Total # of Acres						Total # of Acres					
320.90 acres						321.40 acres					
Price/Acre						Price/Acre					
\$561 /acre						\$540 /acre					
Total Value						Total Value					
\$180,035						\$173,556					

Land Mix Adjustment Comparable Sale # 1 -\$21 /acre

Direct Sales Comparison Approach - Comparable Sale #2

Comparable Sale #2						Subject Property					
Land Type	# of Acres		Price/Acre	Aggregate Price		Land Type	# of Acres		Price Per Acre	Aggregate Price	
Pasture Land	541.14	acres @	\$ 432 /acre =	\$ 233,772		Pasture Land	321.40	acres @	\$ 432 /acre =	\$ 138,845	
Shelter Belt	-	acres @	\$ - /acre =	\$ -		Shelter Belt	-	acres @	\$ - /acre =	\$ -	
Roads/Waste	29.60	acres @	\$ - /acre =	\$ -		Roads/Waste	-	acres @	\$ - /acre =	\$ -	
Total # of Acres		Price/Acre		Total Value		Total # of Acres		Price/Acre		Total Value	
570.74 acres		\$410 /acre		\$233,772		321.40 acres		\$432 /acre		\$138,845	

Land Mix Adjustment Comparable Sale #2 \$22 /acre

Direct Sales Comparison Approach - Comparable Sale #3

Comparable Sale #3						Subject Property					
Land Type	# of Acres		Price/Acre		Aggregate Price	Land Type	# of Acres		Price Per Acre		Aggregate Price
Pasture Land	792.34	acres @	\$ 643	/acre =	\$ 509,475	Pasture Land	321.40	acres @	\$ 643	/acre =	\$ 206,660
Shelter Belt	-	acres @	\$ -	/acre =	\$ -	Shelter Belt	-	acres @		/acre =	\$ -
Homesite	-	acres @	\$ -	/acre =	\$ -	Farm Site	-	acres @	\$ -	/acre =	\$ -
Roads/Waste	17.37	acres @	\$ -	/acre =	\$ -	Roads/Waste	-	acres @	\$ -	/acre =	\$ -
		Total # of Acres		Price/Acre	Total Value			Total # of Acres		Price/Acre	Total Value
		809.71 acres		\$629 /acre	\$509,475			321.40 acres		\$643 /acre	\$206,660

Land Mix Adjustment Comparable Sale # 3 \$14 /acre

Direct Sales Comparison Approach - Comparable Sale #4

Comparable Sale #4				
Land Type	# of Acres		Price/Acre	Aggregate Price
Grade II Dryland	93.35	acres @	\$ 990 /acre =	\$ 92,417
Grade III-IV Dryland	38.27	acres @	\$ 930 /acre =	\$ 35,591
Shelter Belt	-	acres @	\$ - /acre =	\$ -
Pasture	25.15	acres @	\$ 600 /acre =	\$ 15,090
Roads/Waste	1.98	acres @	\$ - /acre =	\$ -
Total # of Acres			Price/Acre	Total Value
158.75 acres			\$901 /acre	\$143,098

Subject Property				
Land Type	# of Acres		Price Per Acre	Aggregate Price
Grade II Dryland		acres @	\$ - /acre =	\$ -
Grade III-IV Dryland	-	acres @	\$ - /acre =	\$ -
Shelter Belt		acres @	\$ - /acre =	\$ -
Pasture Land	321.40	acres @	\$ 600 /acre =	\$ 192,840
Roads/Waste		acres @	\$ - /acre =	\$ -
Total # of Acres			Price/Acre	Total Value
321.40 acres			\$600 /acre	\$192,840

Land Mix Adjustment Comparable Sale # 4 -\$324 /acre

Direct Sales Comparison Approach - Comparable Sale #5

Comparable Sale #5					Subject Property				
Land Type	# of Acres		Price/Acre	Aggregate Price	Land Type	# of Acres		Price Per Acre	Aggregate Price
Grade II & III Dryland	169.60	acres @	\$ 950 /acre =	\$ 161,120	Grade II& III Dryland	-	acres @	\$ - /acre =	\$ -
Average Pasture	170.68	acres @	\$ 630 /acre =	\$ 107,528	Average Pasture	321.40	acres @	\$ 630 /acre =	\$ 202,482
Roads/Waste	2.04	acres @	\$ - /acre =	\$ -	Roads/Waste	-	acres @	\$ - /acre =	\$ -
		Total # of Acres	Price/Acre	Total Value			Total # of Acres	Price/Acre	Total Value
		342.32 acres	\$785 /acre	\$268,648			321.40 acres	\$630 /acre	\$202,482

Land Mix Adjustment Comparable Sale #5 -\$155 /acre

Adjustments – Improved Sales

The previously recited sales are the most recent available to the appraiser of properties most similar and proximate to the subject. These were considered the best indicators in the Sales Comparison Approach. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable is superior to, or more favorable than the subject, a minus (-) adjustment is made, thus reducing the indicated value of the subject; if a significant item in the comparable is inferior or less favorable than the subject, a plus (+) adjustment is made, thus increasing the indicated value of the subject.

Adjustments to the Comparable Sales

	Sale #1	Sale #2	Sale #3	Sale #4	Sale #5
Price/Acre	\$561	\$410	\$629	\$901	\$785
Property Rights Conveyed	\$0	\$0	\$0	\$0	\$0
Base Price/Acre	\$561	\$410	\$629	\$901	\$785
Financing Terms	\$0	\$0	\$0	\$0	\$0
Conditions of Sale	\$0	+\$75	\$0	\$0	\$0
Market Conditions/Time	\$0	\$0	\$0	\$0	\$0
Base Price/Acre	\$561	\$485	\$629	\$901	\$785
Location	\$0	+\$75	\$0	\$0	\$0
Physical Characteristics (size)	\$0	\$0	\$0	\$0	\$0
Economic Characteristics	\$0	\$0	\$0	\$0	\$0
Use and Zoning	\$0	\$0	\$0	\$0	\$0
Land Mix Adjustment	-\$21	+\$22	+\$14	-\$324	-\$155
Non-Realty Components	\$0	\$0	\$0	\$0	\$0
Adjusted Price/Acre:	\$540	\$582	\$643	\$577	\$630

Discussion of Improved Sales:

The sales were all located in Box Butte County and were the most recent available to the appraiser at the date of valuation. The comparable sales were considered to be reliable indicators of value to the subject property. The adjustments were based on the price per acre for the real estate only. The explanation of adjustments is as follows:

Time/Conditions of Sale:

All the sales were considered to be arms' length transactions, except Sale #2 that sold below market value and required an upward adjustment for this item, when paired with the other sales. The other sales did not require an adjustment for condition of sale. All the sales were recent enough or when paired did not to require an adjustment for time.

Discussion of Adjustments (continued):**Location:**

Sale #2 was located in the southwest portion of Box Butte County and when paired with the other sales required an upward adjustment for this item hen paired with the other sales. The other four sales were considered to be similar in location in relationship to the subject.

Physical Characteristics (Size):

The sales when paired indicated an adjustment for size was not necessary.

Land Mix Adjustment:

The land mix adjustments were based on Direct Comparison with each sale to the subject.

Other Adjustments:

Other adjustments were offsetting or negligible.

The adjusted sales range from \$540/acre to \$643/acre. The average mean was \$594/Acre. After taking all factors of comparability into consideration, a final price of \$590/acre was considered appropriate in the valuation of the subject land.

$$321.4 \pm \text{Acres at } \$590/\text{acre} = \$189,626$$

Value Indicated by the Sales Comparison

Approach Land Only (rounded): \$190,000

Income Capitalization Approach

The appraisal was for Fee Simple and income Approach was not applicable in this assignment.

Reconciliation and Final Opinion of Market Value

The subject opinion of value of the subject (hypothetical condition) developed by using one of the three traditional approaches to value, as presented in this report is:

Sales Comparison Approach - - - \$190,000

Sales Comparison Approach

The Sales Comparison Approach is often considered the most reliable indicator of market value, as it best reflects interactions within the market between buyers and sellers. Where substantial market data exists, the Sales Comparison Approach tends to be the best indicator of value and the most frequently relied upon by investors and many other market participants. Overall, the Sales Comparison Approach is considered to be a good indicator of value.

Final Opinion of Value

The Sales Comparison Approach was the most meaningful approach for this type of an appraisal and reflects interacts between buyers and sellers. There was sufficient sale information to process the Sales Comparison Approach. The sales did not include any business enterprise value. The F, F and E was allocated for the overall sell price to reflect a value to the real estate only.

As a result, of an inspection of the subject and analysis of pertinent data, it is my opinion that the market value of the subject parcel of the fee simple estate with one hypothetical condition of the subject property as is, as of June 1, 2022, was:

Conclusions

Fee Simple Estate (Real Estate Only)

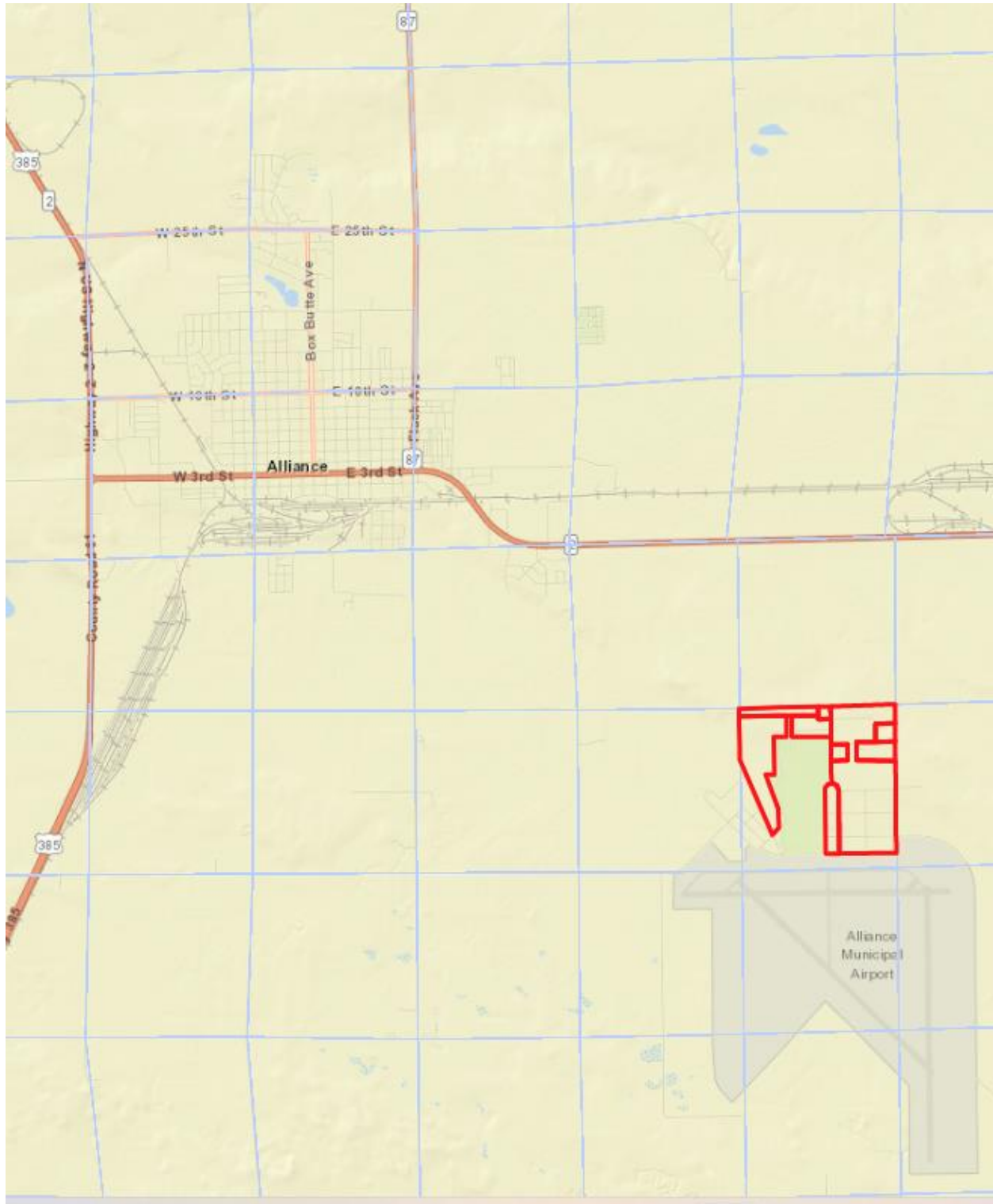
Total

\$190,000

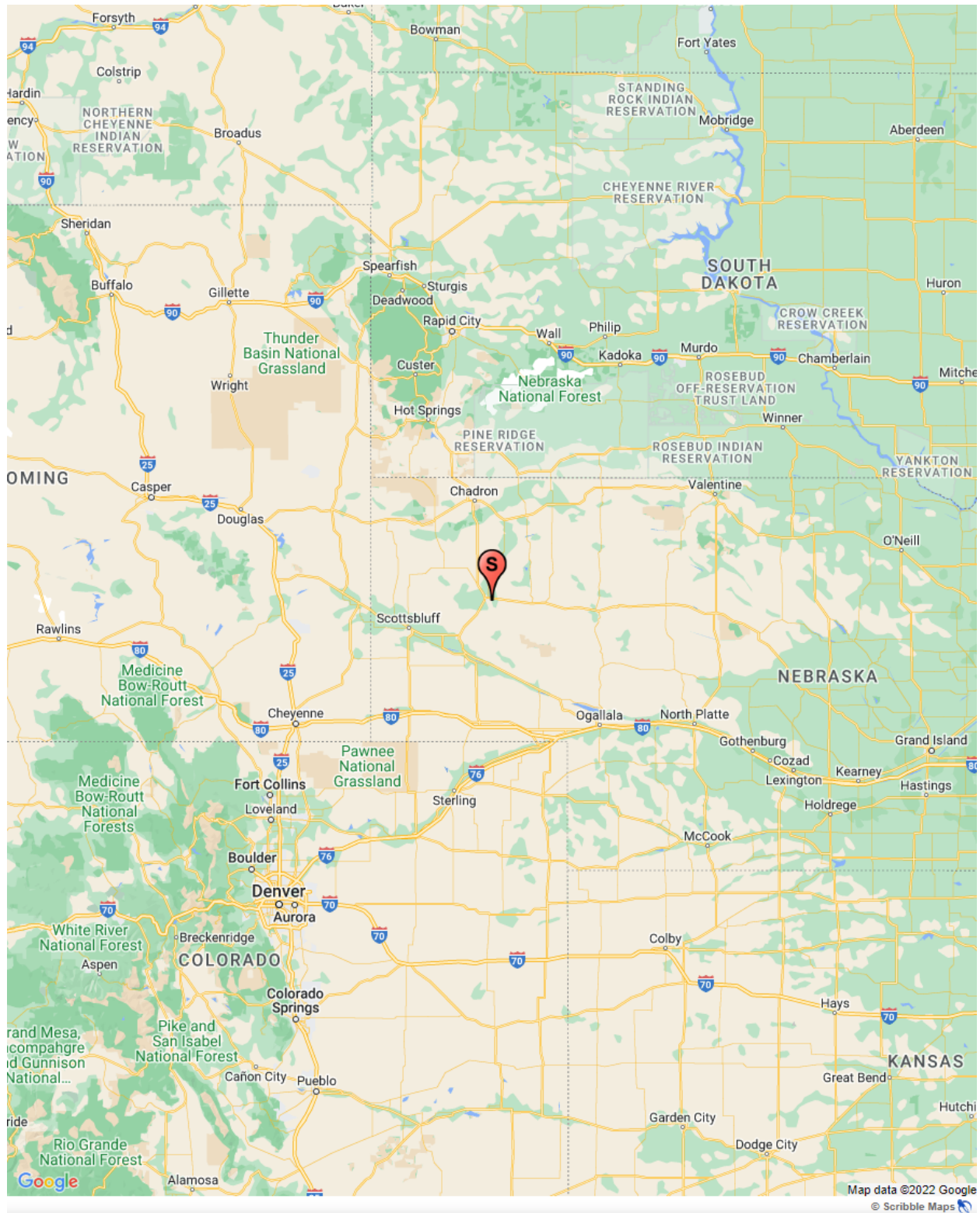
Exhibits and Addenda

Location Map

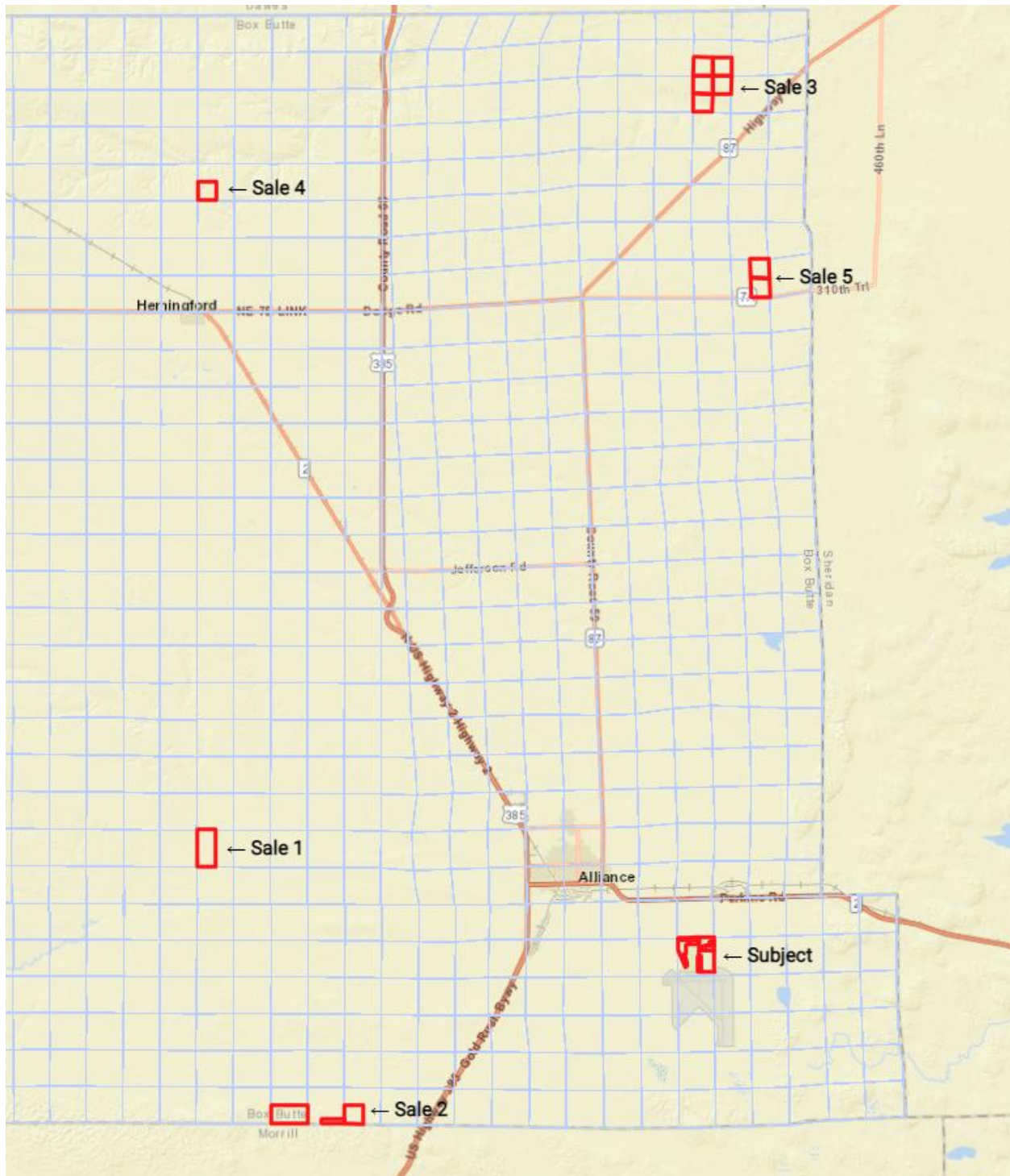
Immediate Area



General Area



Comparable Data Maps



Detail of Comparable Sales Data

This data is included in the body of the report.

Floor Plan

Not Applicable

Title Evidence Report

A title of evidence was not provided by a title agency to the appraiser in the normal course of business.

Other Pertinent Exhibits

Deeds

Deed Record No. 22

FROM
VERITY B. KAUFMAN, ET AL.
TO
CITY OF ALLIANCE

STATE OF WYOMING, }
BOX BUTTE COUNTY, } ss.

Entered in Numerical Index and filed for
record in the Clerk's Office of said County,
the 1 day of July, 1942, at 2 o'clock and
-- minutes P. M., and recorded in Book
29 of Deeds, Page 476.

Lee Moore
County Clerk,
Edy L. Russell
Deputy.

A *Corrected*

108-

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT Verity B. Kaufman, formerly Verity B. Reader, and Ed Kaufman, her husband, of Campbell County, Wyoming, and Lois B. Cheney and George J. Cheney, her husband of York County, Maine, and James H. Boyer and Jennie E. Boyer, his wife, of the County of Box Butte and State of Nebraska for and in consideration of the sum of Nine Thousand Eight Hundred and 96/100 (\$9800.96) - - - - DOLLARS in hand paid do hereby grant, bargain, sell, convey and confirm unto City of Alliance, a Municipal Corporation within the State of Nebraska the following described real estate situated in - - - - in Box Butte County, and State of Nebraska to-wit:

North Half (N $\frac{1}{2}$), Section Seven (7),
Township Twenty-four (24), North,
Range Forty-seven (47), East of the
6th P.M.

"Eleven Dollars And Two Cents In Revenue Stamps Cancelled"

TO HAVE AND TO HOLD the premises above described, together with all the Tenements, Hereditaments and appurtenances therunto belonging, unto the said City of Alliance, a Municipal Corporation, and to its successors and assigns forever. And we do hereby covenant with the said Grantee and with its successors and assigns, that we are lawfully seized of said premises; that they are free from encumbrance what-soever, that we have good right and lawful authority to sell the same; and we do hereby covenant to warrant and defend the title to said premises against the lawful claims of all persons whomsoever.

And the said Ed Kaufman, George J. Cheney, Jennie E. Boyer hereby relinquish all their right, title and interest in and to the above described premises.

Signed this 10th day of June, A. D. 1942

In Presence of
Edith Facot as to Verity B. &
Ed Kaufman

VERITY B. KAUFMAN
ED KAUFMAN
LOIS B. CHENEY
GEORGE J. CHENEY
JENNIE E. BOYER
JAMES H. BOYER

L. E. Henderson as to James H. Boyer
and Jennie E. Boyer

STATE OF Wyoming }
Campbell County } ss. On this 13 day of June, A. D. 1942, before me, the undersigned
Edith Facot a Notary Public, duly commissioned and qualified
for and residing in said county, personally came Verity B.
Kaufman, formerly Verity B. Reader, and Ed Kaufman, her
husband, to me known to be the identical persons whose names
are affixed to the foregoing instrument as grantors and acknowledged the same to be their
voluntary act and deed.

Witness my hand and Seal the day and year last above written.

Edith Facot
Notary Public
Campbell County,
Wyoming

EDITH FACOT - Notary Public.

My Commission expires the 4 day of Febr., 1944.

STATE OF Maine }
York County } ss. On this 17th day of June, A. D. 1942, before me, the under-
signed Kenneth H. Paisley a Notary Public, duly commissioned
and qualified for and residing in said county, personally
came Lois B. Cheney and George J. Cheney, her husband, to
me known to be the identical persons whose names are affixed
to the foregoing instrument as grantors and acknowledged the same to be their voluntary
act and deed.

Witness my hand and Notarial Seal the day and year last above written.

Deed Record No. 22

67

14112-2-27 THE REGISTER CO.

Compared

KENNETH H PAISLEY- -Notary Public.

My Commission expires the 15 day of April, 1949.

"Kenneth H Paisley"
"Notary Public "
"Kittery, Maine "

- - - - -

STATE OF NEBRASKA } On this 10th day of June, A.D. 1942, before me, the
} SS. undersigned L. H. Henderson a Notary Public, duly
BOX BUTTE COUNTY } commissioned and qualified for and residing in said
county, personally came James H. Boyer and Jennie E.
Boyer, his wife, to me known to be the identical persons
whose names are affixed to the foregoing instrument as grantors and acknowledged the
same to be their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

"L. H. Henderson "
"Notarial Seal "
"Commission Expires "
"Oct. 5, 1945 "
"Box Butte County, "
"Nebraska "

L. H. HENDERSON
Notary Public.

My Commission expires the 5th day of October, 1945.

Letter of Engagement



GARY BRANDT, MAI, CCIM · PO BOX 71 · SCOTTSBLUFF, NE 69363-0079 · GARY@BRANDTAPPRAISAL.COM · (308) 632-7228

January 25, 2022

Seth Sorensen
City Manager
324 Laramie Avenue
P.O. Box D
Alliance, NE

Re: Two Appraisals
Sky View Golf Course &
Land Surrounding Golf Course
Alliance, NE

Mr. Sorenson:

This letter will confirm our conversation regarding an appraisal for the above-referenced properties. I understand you need appraisals to establish the market value in fee simple title of the subject properties to comply with Chapter 22 Regulations for the Federal Aviation Administration. The intended users are the City of Alliance and FAA.

We propose to provide you with an electronic copy of an Appraisal Report for each subject property, that will be prepared in conformity with, and subject to the Uniform Standards for Federal Land Acquisitions (Yellow Book), the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute, the Appraisal Foundation, Nebraska and Wyoming Appraiser Boards.

In order, to expedite this appraisal, it would be helpful if you could furnish us with the following items for the property to be appraised:

- NA Taxes and Insurance Premiums (Fire Insurance)
- X Legal Description
- X Survey of Existing Site (If Available)
- X Blueprints or building drawings
- NA Other Pertinent Data (Purchase Agreement, Lease, etc.) - If Available
- X Income and Expense Data (3 Year income and Expense)
- NA Date of Loss, If Applicable
- NA Copy of Deed
- NA Date of death
- X Water Rights, Assessments and Irrigation District
- X Any Environmental Studies or NDEQ information

Page 2

Based on our present work schedule, we should have the appraisal completed by April 30, 2022. The estimated fee will not exceed \$10,000. A retainer check is requested, in the amount of \$4,500.

Please understand that our appraisal fee and date of delivery could vary depending on 1) when we receive the requested information; 2) if your appraisal needs change materially from the type of work we originally expected to do; or 3) any delays we may encounter in inspecting the property.

If additional time is required for pretrial conferences, negotiation, actual court testimony or additional work, our rate is \$200 per hour.

If payments under this contract are not made when due, all costs of collection, including, but not limited to court costs and reasonable attorney fees, shall be paid by the client, together with a late charge of 1.5% per month from the due date until paid.

To authorize us to proceed, please sign and return one copy of this letter to **Brandt Appraisal Co., Inc., P.O. Box 71, Scottsbluff, Nebraska, 69363** for regular mail. If a retainer check is not requested, please email the signed letter back to brandtappraisal@aol.com. If a retainer check is requested, to overnight the check, my physical address is 1116 East 38th Street, Scottsbluff, NE 69361.

Thank you for contacting us for this assignment. If you have any questions, please do not hesitate to call.

Sincerely,



Gary Brandt, MAI, CCIM

Authorized by:


Mr. Seth Sorenson

3/16/22
Date

Qualifications of Appraiser

Gary Brandt

Brandt Appraisal Company, Inc. started business in 1962, founded by Orville Brandt.

President, Brandt Appraisal Company, Inc.

Engaged in the practice of real estate appraising since 1975 to the present.

Professional Designations, Memberships, and Affiliations

MAI, Member Appraisal Institute; Member of the Scotts Bluff County Board of Realtors; State of Nebraska and National Real Estate Association and Certified General Real Estate Appraiser in Nebraska and Wyoming.

Commercial Investment Real Estate Institute

CCIM - Certified Commercial Investment Member, affiliated with the National Association of Realtors

Licensed Real Estate Broker

Nebraska

Education

Loretto Heights College, Denver, Colorado, Bachelor of Arts Degree in Valuation Science. Loretto Heights merged with Regis University.

Appraisal Institute Appraisal Courses

Real Estate Appraisal Principles; Residential Valuation; Uniform Standards of Professional Practices; Basic Valuation Procedures; Capitalization Theory and Techniques, Parts 1, 2 & 3; Case Studies in Real Estate Valuation; Valuation Analysis and Report Writing, & Litigation Valuation.

American Society of Farm Managers and Rural Appraisers

Principles of Rural Appraisal - successfully challenged exam.

Real Estate Courses

Principles and Practices of Real Estate; Real Estate Financing; Real Estate Law; Real Estate Appraising; Real Estate Management; Real Estate Investment; and Commercial Investment Real Estate Institute Courses 101, 102 and 104.

Qualifications of Gary Brandt (continued)

Types of Property

One and multi-family dwellings, condominiums, assisted living, nursing homes, banks, wholesale and retail commercial, gas stations, greenhouses, bowling alleys, rest homes, office buildings, pharmacies, restaurants, mortuaries, motels, campgrounds, packing plants, shopping centers, truck stops, mobile home warehousing, grain elevators, fertilizer plants, manufacturing plants, automobile dealerships, grocery stores, convenience stores, implement dealerships, etc.

Types of Valuation

Market Value, Condemnation, Insurance, Business, Replacement Cost, Loan, Real Estate Tax, Inheritance Tax, Equipment, Investment, 2032A Special-use, Leased Fee, and Leasehold Interests.

Typical Clients

Lenders: Points, West Community bank, Platte Valley Bank, Western States bank, Commercial Federal Savings Bank; U.S. Bank; Platte Valley National Bank; First Federal Lincoln Savings and Loan; First State Bank; Valley Bank and Trust; Bank of Colorado; Citicorp; Key Bank; Western Bank of Cheyenne; Rocky Mountain F.S.B.; Norwest Bank; First Interstate Bank; American National Bank; Wells Fargo Bank; First State Bank of Wheatland; Pinnacle Bank; Wyoming Employees Federal Credit Union; Bank of America; and Security First Bank.

Corporations: Cabela's, Maverik, Inc, Panhandle Cooperative Association, Pay-N-Pak; Union Pacific; Star-Herald Printing Company; Slafter Oil Company; Valley Oil Company; Salomon Brothers, Inc.; United Telephone Company; Burlington Northern Santa Fe; Coors Distributing of Western Nebraska; J.R. Miller Company; Jirdon Industries; Charles Industries; PMS; Case Power and Equipment; J. R. Brewer Tire Co.; Regional West Medical Center; Arks, Inc.; Heilbrun Manufacturing; West Nebraska Claims Service; Lass, Inc.; U.S. West; Webber Furniture; Floyd's Sales and Service; Cannon Brothers Ford; Fasset-Nickel Ford and Toyota; Farm Bureau Insurance.

Governmental: Nebraska Department of Roads; City of Scottsbluff; City of Gering; City of Torrington; Villages of Henry and McGrew; City of Sidney; City of Mitchell; Farmers Home Administration; Kimball Airport Authority, State of Nebraska Department of Justice; Small Business Administration; U. S. Department of Transportation; Federal Deposit Insurance Corporation; U. S. Army Corps of Engineers; Resolution Trust Corporation; Nebraska Game and Parks Commissions and Nebraska Department of Aeronautics; Scotts Bluff County Attorney; U.S. Postal Service; Public Service Commission of Wyoming; Nebraska Public Power District; and Laramie County School District.

Attorneys: State of Nebraska Attorney General and various attorneys throughout Nebraska, Wyoming and Colorado, including Pahlke, Smith, Snyder, Pettitt and Eubanks; Meister and Segrist; Reed, King and Shultz; Kovarik, Ellison, Mathis and Weimer, Douglas, Kelly, Ostdiek, Bartels, and Neilan; Bagley, Karpan, Rose & White, L.L.C.

Qualifications of Gary Brandt (continued)

Instructor

Principles of Real Estate Appraising at Western Nebraska Community College, Scottsbluff, Nebraska.

Expert Witness Testimony

Scotts Bluff County District Court

Sheridan County District Court

Box Butte County District Court

TERC Board - Lincoln, Nebraska

BRANDT APPRAISAL COMPANY, INC.

P.O. Box 71

Scottsbluff, Nebraska 69361

Copy of Appraiser's License

State of Nebraska Real Property Appraiser Board



Hereby certifies that: GARY I. BRANDT

BRANDT APPRAISAL CO INC
PO BOX 71
SCOTTSBLUFF, NE 69363-0071

Is credentialed in the State of Nebraska as a:

Certified General Real Property Appraiser

Holding credential number: CG920235

Effective Date: Jan 01, 2022 Expiration Date: Dec 31, 2022

Nebraska Real Property Appraiser Board Director:

All address changes, business or residence, must be reported to the Real Property Appraiser Board immediately.

This Credentialing Card is proof that such person is credentialed under the Real Property Appraiser Act unless credential has been canceled, surrendered, suspended, or revoked.

Nebraska Real Property Appraiser Board
301 Centennial Mall South, First Floor PO Box 94963
Lincoln, Nebraska 68509-4963
Phone: 402-471-9015 Fax: 402-471-9017 <https://appraiser.ne.gov/>

Administrative Identification Number:	9921-2022	Registration Fee Paid:	\$275.00
Random Fingerprint Audit Program Fee Paid:	\$5.00	Federal Registry Fee Paid:	\$40.00

Introduction

APPRAISAL REPORT

**Sky View Golf Course
2613 CR #57
Alliance, Nebraska**

**Effective Date of Value:
May 17, 2022**

Client's Name & Address:

Mr. Seth Sorensen
City Manager
City of Alliance
324 Laramie, P.O. Box D
Alliance, NE

Appraiser's Name & Address:

Brandt Appraisal Company, Inc.
Gary Brandt, MAI, CCIM, Nebraska Certified General Appraiser CG920235
P.O. Box 71, Scottsbluff, NE 69361
Phone 308-632-7228



GARY BRANDT, MAI, CCIM · PO BOX 71 · SCOTTSBLUFF, NE 69363-0079 · GARY@BRANDTAPPRAISAL.COM · (308) 632-7228

June 6, 2022

Mr. Seth Sorensen
City Manager – City of Alliance
324 Laramie Avenue, Box D
Alliance, NE

Owner: City of Alliance
Location: 2613 CR #57
Alliance, Nebraska

Dear Mr. Sorensen:

As you requested, I prepared a narrative appraisal report of the fee simple estate for the above noted property. The report sets forth the data, assumptions and analysis that formed the basis for my conclusions. This appraisal report contains a total of 106 pages, including the Exhibits & Addenda.

Appraisal Standards Applicable to this Assignment. The applicable appraisal standards used are both the Uniform Standards for Professional Appraisal Practice (USPAP) and the Uniform Appraisal Standards for Federal Land Acquisition (UASFLA) commonly called “the yellow book.” This appraisal assignment does not include compliance with any other appraisal guidelines or regulations from other government and/or Federal Aviation Administration.

Property Rights Appraised. Appraise the fee simple estate of the subject property.

Summary of Appraisal Assignment: The appraisal assignment is summarized in the *Letter of Engagement* contained in Part VII Exhibits and Addenda section of this report

In summary, the appraisal assignment is a valuation premised on a hypothetical condition and necessarily entails imposition of significant Extraordinary Assumptions. The appraiser has attempted to identify Hypothetical Conditions and Extraordinary Assumptions in identified sections of the report. However, due to the significant number associated with the assignment, extraordinary assumption is necessary throughout the document. The appraiser cautions that this report should be considered in its entirety.

Larger Parcel Analysis Applicability to the Appraisal Assignment. The following three items are considered for larger parcel analysis.

Unity of Ownership. The entire property is owned by the City of Alliance.

Unity of Uses. The current primary use is a public golf course operated by the City of Alliance.

Contiguity or Proximity. The entire tract is contiguous.

Value of Whole Property. This client, a governmental entity, and the appraisal will be used to comply with Chapter 22 of FFA regulations and there is no acquisition

My opinion of the market value of this property (real estate only) fee simple estate as is, as of the date of May 17, 2022, was:

Conclusion

Fee Simple Estate (Real Estate Only)

Total

\$828,000

Respectfully Submitted,



Gary Brandt, MAI, CCIM
Nebraska Certified General Appraiser
State Certification #CG920235

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Appraiser's Certification

Required Certification from the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA)

Property Owner:	City of Alliance
Location	2613 CR 57, Alliance, NE
Property Rights Appraised:	Fee Simple Estate premised, subject to easements and encumbrances of record
Type of Appraisal & Report	Appraisal Report, narrative
Appraisal Standards Used:	Uniform Standards for Professional Appraisal Practice (USPAP) & Uniform Appraisal Standards for Federal Land Acquisition (UASFLA)

- I certify that, to the best of my knowledge and belief:
- The statements of fact contained in this report are true and correct.
- The reported analysis, opinions, and conclusions are limited only by the reported assumptions, limiting conditions, and legal instructions, and are the personal, unbiased professional analysis, opinions, and conclusions of the appraiser.
- The appraiser has no present or prospective interest in the property appraised and no personal interest or bias with respect to the parties involved.
- The appraiser has performed no other services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- The compensation received by the appraiser for the appraisal is not contingent on the analyses, opinions, or conclusions reached or reported.
- The appraisal was made, and the appraisal report prepared in conformity with the Uniform Appraisal Standards for Federal Land Acquisition.
- The appraisal was made, and the appraisal report prepared in conformity with the Appraisal Foundation's Uniform Standards of Professional Appraisal Practice (USPAP), except to the extent that the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA) required invocation of USPAP's Jurisdictional Exception Rule.

Appraiser's Certification (continued)

- The appraiser has made a personal inspection of the subject property appraised and was accompanied by Seth Sorensen, City Manager. My opinion of the market value of this property fee simple as of the date of appraisal as of May 17, 2022, was:

Conclusion:

Fee Simple Estate (Real estate Only)

Total

\$828,000

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Gary Brandt", is written over a horizontal line.

Gary Brandt, MAI, CCIM
Nebraska Certified General Appraiser
State Certification #CG92023

General Certification

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- I have made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person signing this
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives
- As of the date of this report, I Gary Brandt have completed the continuing education program for Designated Members of the Appraisal Institute.
- As of the date of this report, I Gary Brandt have completed the Standards and Ethics Education Requirements for Candidates of the Appraisal Institute.



Gary Brandt, MAI, CCIM
Nebraska Certified General Appraiser
State Certification #CG920235

Executive Summary

Property Owner:	City of Alliance, Nebraska
Appraisal Client:	Mr. Seth Sorensen, City Manager City of Alliance 1124 Laramie Avenue, P.O. Box DA Alliance, Nebraska Ph (308) 762-5400
Appraisal Standards Used:	The applicable appraisal standards used are both the Uniform Standards for Professional Appraisal Practice (USPAP) and the Uniform Appraisal Standards for Federal Land Acquisition (UASFLA) commonly called "the yellow book."
Report Users Especially Note:	In order for appraisal report users to understand the report, all parts of the report should be read. Special attention should be given to the Extraordinary Assumptions & Hypothetical Conditions .
Type of Report:	Narrative Appraisal Report
Property Rights Appraised:	Fee Simple Estate, subject to easements and encumbrances of record
Effective Date of Value:	May 17, 2022
Date of Report:	June 6 ,2022
Date of Inspection and who accompanied appraiser:	Inspected on May 17, 2022, at 9.15 A.M. The appraiser was accompanied by Seth Sorensen, City Manager
Location:	2613 CR 57, Alliance, NE
Access:	Access is via CR #57 that connects to Highway #2
Land Area:	161.999 ± Acres (County Records)
Improvements:	18-hole golf course with clubhouse and ancillary structures.

Executive Summary (continued)

Zoning:	"A" Agricultural District
Highest and Best Use	Continued use as an 18-hole golf course
2021 Taxes:	Tax Exempt
Valuation (Fee Simple Estate):	
Sales Comparison Approach:	\$828,000

Final Opinion of Market Value

<u>Conclusion</u>	<u>Total</u>
Fee Simple Estate	\$828,000 (Real Estate Only)

Photographs

Taken by Gary Brandt – May 17, 2022



Clubhouse – Front Elevation



Clubhouse – Rear Elevation



Golf Car Storage Building



Shop Building



Fairway



Water Hazard



Fenced Golf Storage



Driving Range



Sand Trap



Fairway



Sand Trap



Miscellaneous Building

Aerial Map Showing Picture Locations and Neighborhood



Statement of Assumptions and Limiting Conditions

Appraisal Assignment/Conditions

Summary of Appraisal Assignment: The appraisal assignment is summarized in the *Letter of Engagement* contained in Exhibits section of this report.

The appraiser has attempted to identify Hypothetical Conditions and Extraordinary Assumptions in identified sections of the report. However, due to the significant number associated with the assignment, extraordinary assumptions are necessary throughout the document. The appraiser cautions that this report should be considered in its entirety.

Hypothetical Condition: “a condition directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purpose of analysis.” (USPAP, 2020-2021 ed.) - **None Considered**

Extraordinary Assumption: an assignment - specific assumptions as of the effective date regarding uncertain information used in the analysis which, if found to be false, could alter the appraiser’s opinions or conclusions. - **None Considered**

UASFLA Reporting Elements/Statements/Related Items

Larger Parcel Analysis Applicability to the Appraisal Assignment. The following three items are considered for larger parcel analysis.

- a. **Unity of Ownership.** The entire property is owned by the City of Alliance
- b. **Unity of Use.** The current primary use is that of an 18 - hole golf course with a club house and ancillary improvements
- c. **Contiguity or Proximity.** The entire tract is contiguous. The subject 161.999 ± acre tract according to County Records will be considered the larger parcel for appraisal purposes, based on the previously recited information. The present owner owns the adjoining parcels that include the Alliance Airport, leased land for industrial uses and VA Cemetery.
- d. The appraisal is the entire parcel used as the Sky View Golf Course based on the unity of use.

The Larger Parcel. Is defined as the legal description as reported by the Box Butte County Assessor: Part of Section 7, Township 24N, Range 47W. The City does own any other properties adjacent to the **subject**, however, with completely different uses in relationship to the subject. Therefore, based on this reasoning, the golf course would be considered the larger parcel for the purpose of the appraisal.

General Statement of Limiting Conditions

1. **Historical Significance.** The appraisal does not include research or determination of any historical significance related to the subject property.
2. **Endangered Species/Critical Habitat.** The appraiser is not an expert in these areas.
3. **Timber Value, or Gravel Deposits, if any.** The appraisal does not place a value on the timber or gravel deposits since this not conducted in the immediate neighborhood. because in this the trees are commonly sold with the property. The appraiser did consider not an alternate use (hypothetical condition) of the property based on location and surrounding uses.
4. **Subject Property & Comparable Sale Maps ~ Approximate Size & Shape.** The appraiser based the sketched-in approximate size and shape of the subject property and the comparable sales on the subject map and legal descriptions. The size and shape and the maps are not exact. This report assumes the subject property lines are on the section lines, on quarter section lines, and/or on the quarter-quarter section lines. A survey may be needed.
5. **UASFLA “yellow book” related items:**
 - a. **Appraisal Standards Applicable to this Assignment.** The applicable appraisal standards used are both the Uniform Standards for Professional Appraisal Practice (USPAP) and the Uniform Appraisal Standards for Federal Land Acquisition (UASFLA) commonly called “the yellow book.”

General Statement of Limiting Conditions (continued)

- b. **Appraisal Review Requirements & Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA).** Appraisals written to these standards are generally reviewed by another appraiser and may be subject to additional review (or audit) by Federal agencies.
- c. **UASFLA Jurisdictional Exceptions to USPAP**
 - i. **Exposure Time** “The appraiser’s estimate of market value shall not be linked to a specific exposure time when conducting appraisals for federal land acquisition purposes under these Standards.” (pg. 10, UASFLA)
 - ii. **Marketing Time** Although required by USPAP, UASFLA standards state, “Such estimates are inappropriate for, and must not be included in, appraisal reports prepared for federal land acquisitions under these standards.” (pg. 10, UASFLA)
 - iii. **Changes in the Neighborhood brought about by the government project.** UASFLA states that such changes shall be disregarded; this is contrary to USPAP Standards Rule 1-4(f) and is considered a jurisdictional exception. (Note that there are no known changes in zoning implemented by any governmental agency for this project.) (pg. 15, UASFLA)

Minerals of Commercial Value. None Considered.

Statements of Limiting Conditions and Assumptions

By this notice, all persons and firms reviewing, utilizing, or relying on this report in any manner bind themselves to accept these assumptions and limiting conditions. Do not use this report if you do not so accept. These conditions are a part of the appraisal report; they are a preface to any certification, definition, factor or analysis and are intended to establish as a matter of record that the appraiser's function is to provide a present market value indication for the subject property based upon the appraiser's observations as to the subject property and real estate market. This appraisal report is an economic study to form an opinion of value as defined in it. It is not an engineering, construction, legal or architectural study nor survey and expertise in these areas, among others, is not implied.

6. Limit of Liability

The liability of the Brandt Appraisal Company, Inc. firm and employees and affiliated independent contractors is limited to the intended user only and to the fee actually received by appraiser (total per appraisal). Further, there is no accountability, obligation, or liability to any third party. If this report is placed in the hands of anyone other than intended user, the intended user shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. The appraiser is in no way to be responsible for any costs incurred to discover or correct any deficiencies of any type present in the property, physically, financially, and/or legally. In the case of limited partnerships or syndication offerings or stock offerings in real estate, the intended user agrees that in case of lawsuit (brought by lender, partner or part owner in any form of ownership, tenant or any other party) any and all awards, settlements of any type in such suit, regardless of outcome, the intended user will hold Appraiser completely harmless in any such action.

7. Copies, Publication, Distribution, Use of Report

Possession of this report or any copy thereof does not carry with it the right of publication, nor may it be used for other than its intended use; the physical report(s) remain the property of the Appraiser for the use of the intended user, the fee being for the analytical services only. The use of the appraisal by anyone other than the stated intended user and for any other use than the stated intended use, is prohibited.

The Bylaws and Regulations of the Appraisal Institute require each Member and Candidate to control the use and distribution of each appraisal report signed by such Member or Candidate; except as hereinafter provided, the intended user may distribute copies of this appraisal report in its entirety to such third parties as he may select; however, selected portions of this report shall not be given to third parties without the prior written consent of the signatories of this appraisal report. Neither all nor any part of this appraisal report shall be disseminated to the general public by the use of advertising media, public relations, news, sales, or other media for public communication without the prior written consent of appraiser. (See last item following this list for intended user agreement/consent).

Limiting Conditions and Assumptions (continued):

8. Confidentiality

This appraisal is to be used only in its entirety and no part is to be used without the whole report. All conclusions and opinions concerning the analysis as set forth in the report were prepared by the Appraiser(s) whose signature(s) appear on the appraisal report, unless indicated as "Review Appraiser". No change of any item in the report shall be made by anyone other than the Appraiser and/or officer of the firm. The Appraiser and firm shall have no responsibility of any such unauthorized change is made. The Appraiser may not divulge the material (evaluation) contents of the report, analytical findings or conclusions or give a copy of the report to anyone other than the intended user or his designee as specified in writing except as may be required by the Appraisal Institute or the American Society of Appraisers as they may request in confidence for ethics enforcement or by a court of law or body with the power of subpoena.

9. Trade Secrets

This appraisal was obtained from Brandt Appraisal Company, Inc. or related companies and/or its individuals or related independent contractors and consists of "trade secrets and commercial or financial information: which is privileged and confidential and exempted from disclosure under 5 U.S.C. 552 (b) (4). Notify the Appraiser(s) signing report or an officer of Brandt Appraisal Company, Inc. of any request to reproduce this appraisal in whole or part.

10. Information used

No responsibility is assumed for accuracy of information furnished by work of or work by others, the intended user, his designee or public records. We are not liable for such information or the work of possible subcontractors. Be advised that some of the people associated with Brandt Appraisal Company, Inc. and possibly signing the report are independent contractors. The comparable data relied upon in this report has been confirmed with one or more parties familiar with the transaction or from affidavit or other source thought reasonable; all are considered appropriate for inclusion to the best of our factual judgment and knowledge. An impractical and uneconomic expenditure of time would be required in attempting to furnish unimpeachable verification in all instances, particularly as to engineering and market related information. It is suggested that the intended user consider independent verification as a prerequisite to any transaction-involving sale, lease or other significant commitment of funds or subject property.

11. Testimony, Consultation, Completion of Contract for Appraisal Service

The contract for appraisal, consultation or analytical service is fulfilled and the total fee is payable upon completion of the report. The Appraiser(s) or those assisting in preparation of the report will not be asked or required to give testimony in court or hearing because of having made the appraisal, in full or in part, nor engage in post appraisal consultation with the intended user or third parties except under separate and special arrangement and at an additional fee. If testimony or deposition is required because of any subpoena, the intended user shall be responsible for any additional time, fees, and charges regardless of issuing party.

Limiting Conditions and Assumptions (continued)

12. Exhibits

The sketches and maps in this report are included to assist the reader in visualizing the property and are not necessarily to scale. Various photos, if any, are included for the same purpose. Site plans are not surveys unless shown from separate surveyor.

13. Legal, Engineering, Financial Structural, or Mechanical Nature Hidden Components, Soil

The appraiser and/or firm has no responsibility for matters legal in character or nature, nor of any architectural, structural, mechanical or engineering nature. No opinion is rendered as to the title, which is presumed to be good and merchantable. The property is appraised as if free and clear, unless otherwise stated in particular parts of the report.

The legal description is assumed to be correct as used in this report as furnished by the intended user, his designee or as derived by the Appraiser.

Please note that no advice is given regarding mechanical equipment or structural integrity or adequacy, nor soils and potential for settlement, drainage and such (seek assistance from qualified architect and/or engineer) nor matters concerning liens, title status and legal marketability (see legal assistance), and such. The lender and owner should inspect the property before any disbursement of funds; further, it is likely that the lender or owner may wish to require mechanical or structural inspections by qualified and licensed contractor, civil or structural engineer, architect, or other expert.

The Appraiser has inspected, as far as possible, by observation, the land, and the improvements; however, it was not possible to personally observe conditions beneath the soil or hidden structural or other components. We have not critically inspected mechanical components within the improvements and no representations are made herein as to these matters unless specifically stated and considered in the report. The opinion of value considers there being no such conditions that would cause a loss of value. The land or the soil of the area being appraised appears firm; however, subsidence in the area is unknown. The Appraiser(s) do not warrant against this condition or occurrence of problems arising from soil conditions.

The appraisal is based on there being no hidden, unapparent, or apparent conditions of the property site, subsoil or structures or toxic materials, which would render it more or less valuable. The appraiser and firm have no responsibility for any such conditions or for any expertise or engineering to discover them. All mechanical components are assumed to be in operable condition and status standard for properties of the subject type. Conditions of heating, cooling, ventilating, electrical, and plumbing equipment is considered to be commensurate with the condition of the balance of the improvements unless otherwise stated. No judgment may be by us as to adequacy of insulation, type of insulation or energy efficiency of the improvements or equipment, which is assumed standard for subject age, and type.

Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is

Limiting Conditions and Assumptions (continued)

not qualified to detect such substances. The presence of substances such as asbestos, urea formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The opinion of value is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions or for any expertise or engineering knowledge required to discover them. The intended user is urged to retain an expert in this field, if desired. If the Appraiser has not been supplied with a termite inspection, survey or occupancy permit, no responsibility or representation is assumed or made for any costs associated with obtaining same or for any deficiencies discovered before or after they are obtained. No representation or warranties are made concerning obtaining the above-mentioned items.

The Appraiser is not qualified to determine the cause of mold, the type of mold or whether the mold might pose any risk to the property or its inhabitants. Additional inspection by a qualified professional is recommended. The Appraiser is not an environmental inspector.

The Appraiser has no responsibility for any costs or consequences arising due to the need or the lack of need for flood hazard insurance. An Agent for the Federal Flood Insurance Program should be contacted to determine the actual need for Flood Hazard Insurance.

14. Legality of Use

The appraisal is based on the premise that, there is full compliance with all applicable federal, state and local environmental regulations and laws unless otherwise stated in the report; further, that all applicable zoning, building, use regulations and restrictions of all types have complied with unless otherwise stated in the report; further, it is assumed that all required licenses, consents, permits, or other legislative or administrative authority, local, state, federal and/or private entity or organization have been or can be obtained or renewed for any use considered in the opinion of value.

15. Component Values

The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other appraisal and are invalid if so used.

16. Auxiliary and Related Studies

No environmental or impact studies, special market study or analysis, highest and best use analysis study or feasibility study has been requested or made unless otherwise specified in an agreement for services or in the report.

17. Dollar Values, Purchasing Power

The market value is an opinion, and the costs used, are as of the date of the opinion of value. All dollar amounts are based on the purchasing power and price of the dollar as of the date of the opinion of value.

18. Inclusions

Furnishings and equipment or personal property or business operations except as specifically indicated and typically considered as a part of real estate have been disregarded with only the real estate being considered in the opinion of value unless otherwise stated. In some property types, business and real estate interests and values are combined.

Limiting Conditions and Assumptions (continued)

19. Proposed Improvements, Conditioned Value

Improvements proposed, if any, on or off site, as well as any repairs required are considered, for purposes of this appraisal, to be completed in a good and workmanlike manner according to information submitted and/or considered by the appraisers. In cases of proposed construction, the appraisal is subject to change upon inspection of property after construction is completed. This opinion of market value is as of the date shown, as proposed, as if completed and operating at levels shown and projected.

20. Value Change, Dynamic Market, Influence, Alterations of Opinion by Appraiser

The opinion of market value, which is defined in the report, is subject to change with market changes over time; value is highly related to exposure, time, promotional effort, terms, motivation and conditions surrounding the offering. The opinion of value considers the productivity and relative attractiveness of the property physically and economically in the marketplace.

In cases of appraisals involving the capitalization of income benefits, the opinion of market value or investment value or value in use is a reflection of such benefits and Appraiser's interpretation of income and yields and other factors derived from general and specific intended user and market information. Such opinions are as of the date of the opinion of value; they are thus subject to change as the market and value is naturally dynamic.

The "Opinion of Market Value" in the appraisal report is not based in whole or in part upon the race, color, or national origin of the present owners or occupants of the properties in the vicinity of the property appraised.

Appraisal report and opinion of value is subject to change if physical or legal entity or financing different than that envisioned in this report.

21 Management of the Property

It is assumed that the property, which is the subject of this report, will be under prudent and competent ownership and management, neither inefficient nor super-efficient.

22. Continuing Education Current:

The Appraisal Institute conducts a mandatory program of continuing education for its designated members; MAI Designates who meet the minimum standards of this program are awarded periodic educational certification and MAI(s) signing the report is/are currently under this program.

23. Fee

The fee for this appraisal or study is for the service rendered and not for the time spent on the physical report or the physical report itself. Amount or payment of fee for services is not contingent on any result, approval amount or other opinions or statements.

24. Authentic Copies

The authentic copies of this report are signed in blue ink. Any copy that does not have the above is unauthorized and may have been altered.

Limiting Conditions and Assumptions (continued)

25. Insulation and Toxic Materials

Unless otherwise stated in this report, the Appraiser(s) signing this report have no knowledge concerning the presence or absence of toxic materials and/or urea formaldehyde foam insulation in existing improvements; if such is present the value of the property may be adversely affected and reappraisal at additional cost necessary to estimate the effects of such.

26. Compliance with the American Disabilities Act

The Americans with Disabilities Act (ADA) became effective January 26, 1992. The Appraiser(s) signing this report have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative effect upon the value of the property. Since the appraiser(s) have not direct evidence relating to this issue, we did not consider possible noncompliance with the requirements of ADA in forming an opinion of value on the property.

27. Review

Unless otherwise noted herein, named review Appraiser of/from Brandt Appraisal Company, Inc. has reviewed the report only as to general appropriateness of technique and format and has not necessarily inspected the subject or market comparable properties.

28. Changes, Modifications

The Appraisers and/or officers of Brandt Appraisal Company, Inc., reserve the right to alter statements, analysis, conclusion, or any opinion of value in the appraisal if there becomes known to us facts pertinent to the appraisal process, which were unknown to us, when the report was finished.

29. After Tax Analysis and/or Valuation

Any "after" tax income or investment analysis and resultant measures of return on investment are intended to reflect only possible and general market considerations, whether as part of forming an opinion of value or estimating possible returns on investment at an assumed value or price paid; note that the Appraiser(s) does not claim expertise in tax matters and advises the intended user and any other using the appraisal to seek competent tax advice as the Appraiser is in no way to be considered a tax advisor or investment advisor.

30. Acceptance of, and/or use of, this appraisal report by intended user or any third party constitutes acceptance of the above conditions. Appraiser liability extends only to the stated intended user, not subsequent parties or users of any type and the total liability of appraiser and firm is limited to the amount of fee received by appraiser.

Description of Scope of Work

Subject Property & Market: The subject property and area around the subject property was reviewed. The subject is a special use property and research on a regional basis would be required for comparable sales on golf courses. After collecting and analyzing the various kinds of information, the value opinion was prepared in written form, using the standard approaches to value, in accordance with accepted professional appraisal practices. This appraiser has personally researched, inspected, photographed, and verified all sales in this report as well as the subject property. All sales and other relevant data were confirmed with sources deemed reliable, usually with County Assessors and/or Register of Deeds data, or with the buyer, seller, lender, agent, attorney, banker, notary, or other person having knowledge of the price, terms and conditions of sale.

The Appraisal Process. The appraisal process is a systematic analysis of the factors that have an effect on the value of real estate, an orderly process of identifying the problem, planning the work necessary to solve the problem, collecting data, classifying, analyzing and interpreting it into an opinion of value.

Appraisers use any or all of three approaches to estimate the value of the subject property: The Sales Comparison Approach, the Cost Approach, and the Income Approach. All three approaches are used in an appraisal whenever sufficient data is available to give a meaningful indication of value. Oftentimes, one approach will be more applicable than the others; due largely to the type of property, the most detailed and convincing factual data available, and the purpose for which the appraisal will be used.

The **Sales Comparison Approach** compares the subject property to similar properties that have sold. The sales are analyzed, adjusted when necessary for the differences of date or time of sale, terms, location, and size of property, improvements and quality of the land, its productivity and desirability. The process applies the principal of substitution -- a prudent buyer will pay no more for a given property than it would cost him to buy another equally desirable similar property; a seller will sell for no less than similar properties are selling.

The **Cost Approach** analyzes the various components of land and improvements on the property. Land is valued by using values derived from the analysis of sales to estimate the value of the subject land. Improvements are valued by estimating the Replacement Cost New (RCN) and deducting accrued depreciation. Depreciation may include physical deterioration, functional obsolescence and economic obsolescence. Functional factors are problems within the property, or inadequacies due to changes in practices. Economic factors may be changes in the surrounding community, markets or similar factors.

Description of Scope of Work (continued)

The **Income Approach** uses the present worth of the net income of the property to estimate its value. To arrive at this value the appraiser estimates the typical income and expenses of the subject property. The net income is capitalized, using a capitalization rate derived by analyzing the subject property, the risk involved in the enterprise, and comparing the returns investors realize from other investments, involving similar or differing levels of risk. Where similar properties have sold, the sale properties are analyzed and the capitalization rate extracted from the sales for use in applying to the subject property, if applicable

Approaches Utilized

The Cost Approach to Value was not considered since the improvements are over 40 years old and being specialized the estimation of accrued depreciation would be difficult to estimate. The other factor building costs are very high and material are difficult to obtain, and it would not presently be feasible to construct a golf course in a rural location at the present time.

The Sales Comparison Approach was also considered. The appraiser researched the market area for sales of similar properties in the region and this research resulted in some recent sales of similar properties. This approach will be the primary approach for the valuation of the subject property. The sales located were in rural locations and none of them included any goodwill or businesses enterprise value. The F, F and E (Rolling Stock) was separated in the sales used to form a value of the real estate only.

The Income Approach was not used, since the property is operated by a municipality and there would not be credible in the forming an operating statement for utilizing this approach.

Appraiser's Knowledge & Experience to Complete Assignment Competently. The appraiser has worked in various aspects of real estate (sales, listings, property management, and appraising) since 1975. The appraiser has completed several "yellow book" appraisals over the years and has taken the course the Uniform Appraisal Standards of Federal Land Acquisition (UASFLA) in 2006 reviewed the 2016 UASFLA, plus taking the course again in 2020. The appraiser completed approximately 10 yellow book appraisals in the last 2 to 3 years.

Purpose of the Appraisal

The purpose and function of this appraisal is to give a market value opinion in fee simple estate, subject to any existing easements, as of the date of appraisal for compliance with FAA Chapter 22 Regulations regarding the subject property. This report may be shared with other agencies involved in compliance of the previously stated FAA requirements.

Definition of Market Value. “Market value is the amount in cash or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of the appraisal, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property at the time of the appraisal.” (Source: UASFLA, page 10)

Property Rights Appraised. The property rights appraised are those normally associated with the fee simple estate. The subject property is not known to be subject to any long-term lease agreements. For purposes of this report, the various estates are defined in *The Dictionary of Real Estate Appraisal*, 5th Ed., Appraisal Institute as:

“**Fee Simple Estate.**” Absolute ownership unencumbered by any other interest or estate subject only to the four powers of government.”

“**Leased Fee Estate.**” An ownership interest held by a landlord with the right of use and occupancy conveyed by lease to others; the rights of lessor or the leased fee owner and leased fee are specified by contract terms contained within the lease.”

“**Leasehold Estate.**” The right to use and occupy real estate for a stated term and under certain conditions; conveyed by a lease.”

Identity of Client, Users & Use of Report. This report made for City of Alliance client (intended user) and the other intended user being the Federal Aviation Administration.

Date of Opinion of Value. The effective date of the appraisal is May 17, 2022, that was the date of inspection. Appraisals have specific effective dates because the value of real estate is subject to change both up and down over time. The currently recognized value trend for the subject property is that of a stable market. The expectation for future potential value increases is rated average for the neighborhood, as well as for the subject property.

Offer to Accompany & Property Inspection. The appraiser contacted Mr. Seth Sorenson, City Manager on May 16, 2022. The date of inspection was May 17, 2022, at 9:15 A.M. and the appraiser was accompanied by Mr. Sorenson.

Invocation of USPAP's Jurisdictional Exception Rule

As stated in the appraiser's certification, "the appraisal was made and the appraisal report prepared in conformity with the Appraisal Foundation's *Uniform Standards for Professional Appraisal Practice (USPAP)*, except to the extent that the *Uniform Appraisal Standards for Federal Land Acquisition (UASFLA)* required invocation of USPAP's Jurisdictional Exception Rule, as described in Section D-1 of the *UASFLA*." USPAP changes frequently and future changes may require additional jurisdictional exceptions.

The current jurisdictional exceptions are detailed in the *UASFLA (Uniform Appraisal Standards for Federal Land Acquisition)*, with the following that apply to this appraisal being:

1. **Exposure Time.** "The appraiser's estimate of market value shall not be *linked* to a specific exposure time when conducting appraisals for federal land acquisition purposes under these Standards." (pg. 10, *UASFLA*)
2. **Marketing Time.** "Such estimates are inappropriate for, and must not be included in, appraisal reports prepared for federal land acquisitions under these standards." (pg. 10, *UASFLA*)
3. **Changes in the Neighborhood brought about by the government project.** UASFLA states that such changes shall be disregarded; this is contrary to USPAP Standards Rule 1-4(f) and is considered a jurisdictional exception. (Note that there are no known changes in zoning implemented by any governmental agency for this project.) (pg. 15, *UASFLA*)

Summary of Appraisal Problem

The appraisal as mentioned in other portions of the report will utilize the Sales Comparison Approach, since there were sufficient sales to adequately value the subject property. The sales Comparison Approach would be the primary approach to value. The value for the subject will be for the real estate only.

Factual Data

Legal Description

The subject property is an 18-hole municipal golf course located at 2613 CR #57, Alliance, Nebraska.

The following legal description was taken from the Box Butte County Assessor. The legal description is as follows: Part of Section 7, Township 24N, Range 47W. Please see two deeds in Addenda Section of the report for a complete legal description in the copy of the deeds.

Area, City, and Neighborhood Data

The subject neighborhood is located southeast of Alliance south of Highway #2.

The geography of the subject neighborhood is level. The drainage is considered adequate. Fire and police stations are within four miles of the neighborhood. All city utilities are available.

The access to the neighborhood is good via Highway #2 that connects which intersects the neighborhood and connects to CR #57 RD.

The subject neighborhood is a mixed-use neighborhood with the Alliance Airport and Golf Course, Nebraska VA Cemetery, farmland other industrial and manufacturing buildings located in the northwestern portion of the neighborhood.

In conclusion, the neighborhood is a fairly strong business area due to the varied uses and accessibility from all portions of the County and state highways. The neighborhood is considered to be stable in its cycle of life and should remain in this mode well past the year 2040 based on the previously recited reasoning.

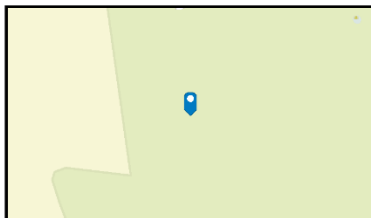
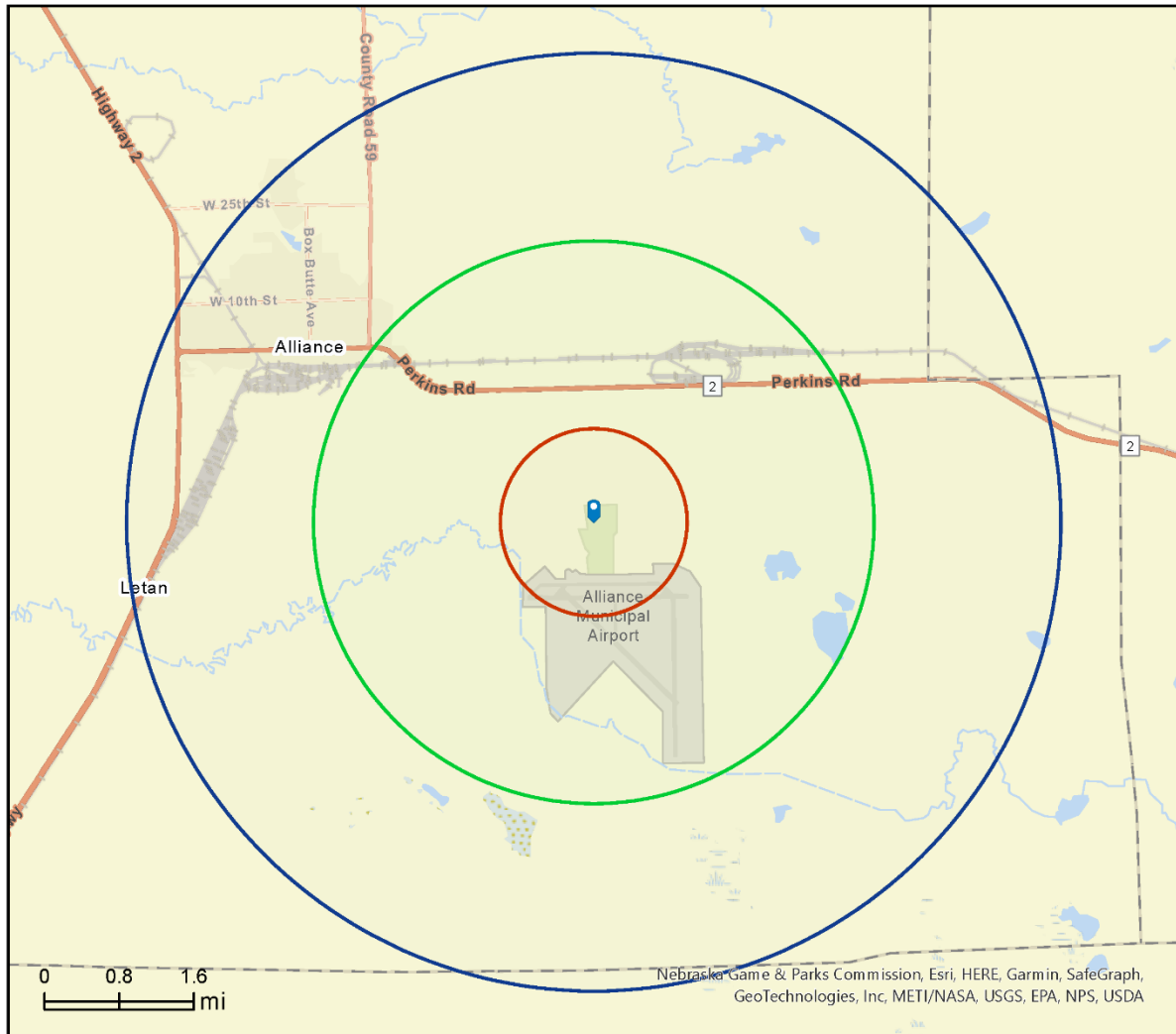
Demographics Profile



Site Map

Skyview Municipal Golf Course
Rings: 1, 3, 5 mile radii

Prepared by Esri
Latitude: 42.07036
Longitude: -102.81171



May 28, 2022

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Executive Summary

Skyview Municipal Golf Course
Rings: 1, 3, 5 mile radii

Prepared by Esri
Latitude: 42.07036
Longitude: -102.81171

	1 mile	3 miles	5 miles
Population			
2000 Population	0	591	9,359
2010 Population	0	520	8,860
2021 Population	0	471	8,325
2026 Population	0	449	8,049
2000-2010 Annual Rate	0.00%	-1.27%	-0.55%
2010-2021 Annual Rate	0.00%	-0.88%	-0.55%
2021-2026 Annual Rate	0.00%	-0.95%	-0.67%
2021 Male Population	0.0%	48.0%	48.7%
2021 Female Population	0.0%	51.8%	51.3%
2021 Median Age	0.0	37.9	42.0

In the identified area, the current year population is 8,325. In 2010, the Census count in the area was 8,860. The rate of change since 2010 was -0.55% annually. The five-year projection for the population in the area is 8,049 representing a change of -0.67% annually from 2021 to 2026. Currently, the population is 48.7% male and 51.3% female.

Median Age

The median age in this area is 0.0, compared to U.S. median age of 38.5.

Race and Ethnicity

2021 White Alone	0.0%	79.8%	83.4%
2021 Black Alone	0.0%	1.9%	1.4%
2021 American Indian/Alaska Native Alone	0.0%	6.0%	4.7%
2021 Asian Alone	0.0%	0.2%	0.8%
2021 Pacific Islander Alone	0.0%	0.0%	0.0%
2021 Other Race	0.0%	7.0%	5.5%
2021 Two or More Races	0.0%	5.1%	4.0%
2021 Hispanic Origin (Any Race)	0.0%	16.3%	16.3%

Persons of Hispanic origin represent 16.3% of the population in the identified area compared to 18.9% of the U.S. population. Persons of Hispanic Origin may be of any race. The Diversity Index, which measures the probability that two people from the same area will be from different race/ethnic groups, is 49.1 in the identified area, compared to 65.4 for the U.S. as a whole.

Households

2021 Wealth Index	0	51	60
2000 Households	0	219	3,720
2010 Households	0	213	3,715
2021 Total Households	0	196	3,555
2026 Total Households	0	187	3,449
2000-2010 Annual Rate	0.00%	-0.28%	-0.01%
2010-2021 Annual Rate	0.00%	-0.74%	-0.39%
2021-2026 Annual Rate	0.00%	-0.94%	-0.60%
2021 Average Household Size	0.00	2.37	2.31

The household count in this area has changed from 3,715 in 2010 to 3,555 in the current year, a change of -0.39% annually. The five-year projection of households is 3,449, a change of -0.60% annually from the current year total. Average household size is currently 2.31, compared to 2.34 in the year 2010. The number of families in the current year is 2,258 in the specified area.

Data Note: Income is expressed in current dollars. Housing Affordability Index and Percent of Income for Mortgage calculations are only available for areas with 50 or more owner-occupied housing units.
Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2021 and 2026. Esri converted Census 2000 data into 2010 geography.

May 28, 2022



Executive Summary

Skyview Municipal Golf Course
Rings: 1, 3, 5 mile radii

Prepared by Esri
Latitude: 42.07036
Longitude: -102.81171

	1 mile	3 miles	5 miles
Mortgage Income			
2021 Percent of Income for Mortgage	0.0%	10.9%	9.8%
Median Household Income			
2021 Median Household Income	\$0	\$51,695	\$53,672
2026 Median Household Income	\$0	\$59,056	\$57,260
2021-2026 Annual Rate	0.00%	2.70%	1.30%
Average Household Income			
2021 Average Household Income	\$0	\$64,747	\$68,793
2026 Average Household Income	\$0	\$72,703	\$75,086
2021-2026 Annual Rate	0.00%	2.34%	1.77%
Per Capita Income			
2021 Per Capita Income	\$0	\$26,817	\$29,338
2026 Per Capita Income	\$0	\$30,138	\$32,134
2021-2026 Annual Rate	0.00%	2.36%	1.84%

Households by Income

Current median household income is \$53,672 in the area, compared to \$64,730 for all U.S. households. Median household income is projected to be \$57,260 in five years, compared to \$72,932 for all U.S. households

Current average household income is \$68,793 in this area, compared to \$90,054 for all U.S. households. Average household income is projected to be \$75,086 in five years, compared to \$103,679 for all U.S. households

Current per capita income is \$29,338 in the area, compared to the U.S. per capita income of \$34,136. The per capita income is projected to be \$32,134 in five years, compared to \$39,378 for all U.S. households

Housing			
2021 Housing Affordability Index	0	187	206
2000 Total Housing Units	0	245	4,235
2000 Owner Occupied Housing Units	0	137	2,559
2000 Renter Occupied Housing Units	0	82	1,161
2000 Vacant Housing Units	0	26	515
2010 Total Housing Units	0	234	4,243
2010 Owner Occupied Housing Units	0	128	2,531
2010 Renter Occupied Housing Units	0	85	1,184
2010 Vacant Housing Units	0	21	528
2021 Total Housing Units	0	220	4,154
2021 Owner Occupied Housing Units	0	125	2,521
2021 Renter Occupied Housing Units	0	71	1,033
2021 Vacant Housing Units	0	24	599
2026 Total Housing Units	0	216	4,134
2026 Owner Occupied Housing Units	0	125	2,476
2026 Renter Occupied Housing Units	0	62	973
2026 Vacant Housing Units	0	29	685

Currently, 60.7% of the 4,154 housing units in the area are owner occupied; 24.9%, renter occupied; and 14.4% are vacant. Currently, in the U.S., 57.3% of the housing units in the area are owner occupied; 31.2% are renter occupied; and 11.5% are vacant. In 2010, there were 4,243 housing units in the area - 59.7% owner occupied, 27.9% renter occupied, and 12.4% vacant. The annual rate of change in housing units since 2010 is -0.94%. Median home value in the area is \$125,577, compared to a median home value of \$264,021 for the U.S. In five years, median value is projected to change by 2.42% annually to \$141,502.

Data Note: Income is expressed in current dollars. Housing Affordability Index and Percent of Income for Mortgage calculations are only available for areas with 50 or more owner-occupied housing units.
Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2021 and 2026. Esri converted Census 2000 data into 2010 geography.

May 28, 2022

General Market Analysis

This consideration is for the time of sale, which will place the date of sale to the date of the appraised value. The value of farmland has increased over the past year surrounding the subject. The subject complex as previously explained has many uses and some are affected by economic conditions, and some are not.

The small rural golf courses in the region typically don't show a profit and owners that acquire this type of property are mostly purchasing a job and hoping to have the real estate appreciate over their holding period. The five golf course sales used in the report substantiate this fact.

General Market Conditions

The small rural golf courses in the region typically don't show a profit and owners that acquire this type of property are mostly purchasing a job and hoping to have the real estate appreciate over their holding period. The five golf course sales used in the report substantiate this fact. The construction of a golf course would not be feasible at the present time based on construction costs and present economic conditions.

Property Data

Adjacent to State or Federal Lands

The subject adjoins the other land owned by the City. There are no State or Federal lands that adjoin the subject property.

Minerals/Timber Value, Oil or Gravel

There is no harvesting of timber, gravel or oil in the immediate neighborhood. There is little or no oil exploration in Box Butte County.

Environmental

Mr. Sorensen indicated he was not aware of any environmental issues affecting the subject property.

Site

Site Description

The subject parcel consists of one irregular shaped parcel of land with a total of 161.999 ± Acres according to county records. No problem drainage areas were noted.

No soils report was provided to the appraiser, consequently, sub-soil conditions are unknown, and it is assumed that no unusual or detrimental soil conditions exist. Our inspection of the subject and surrounding properties revealed no settlement or soil problems. There are normal utility easements and avigation easements. There is water, sewer, natural gas and electricity available to the subject.

Off-Site Improvements

CR #57 is two lane paved county road.

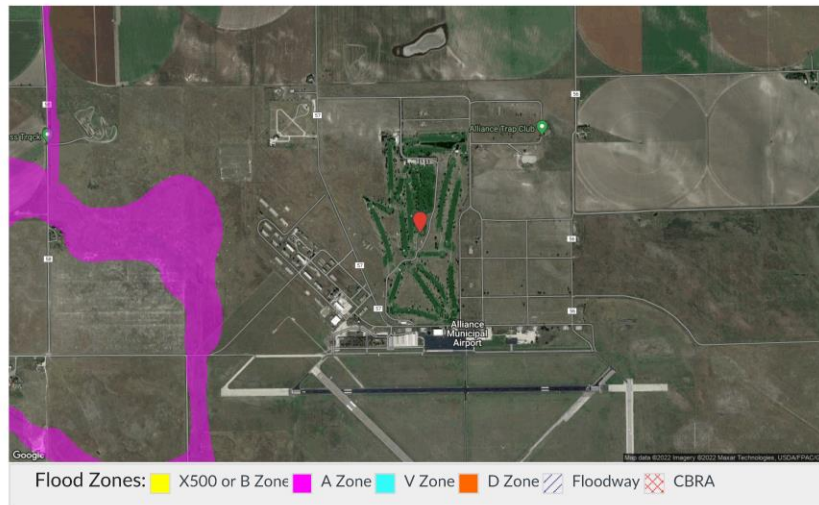
Flood Hazard Area

The site is outside of the established 100-year floodplain according to FEMA flood insurance rate map panel number 3100110010A, dated July 16, 1987. For properties outside of the established 100-year floodplain, the risk of flooding is reduced but not completely removed. These areas submit more than 20 percent of National Flood Insurance Program claims and receive one-third of Federal disaster assistance for flooding. Flood insurance isn't federally required in moderate-to low-risk areas, but it is recommended for all property owners and renters. They are shown on flood maps as zones beginning with the letters 'B', 'C' or 'X' (or a shaded X).



RiskMeter

COMMUNITY	310011	PANEL	0010A
PANEL DATE	July 16, 1987	MAP NUMBER	3100110010A



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Report generated May 28, 2022 by brandtappraisal@aol.com

Improvements

Clubhouse and Pro Shop	
Age	1992
Effective Age	25 to 30 Years
Condition	Average
Quality	Average
Gross Building Area	6,100 ± SF
Footings and Foundation	Reinforced concrete wall and partition footings and foundation of adequate depth and strength to support designed load, including snow and wind stress
Exterior Walls	Steel panels with brick veneer wainscot on front and side on steel frame - glass and metal windows on front of the structure - glass and metal entry doors on front portion and steel pedestrian doors on rear portion
Roof	Steel panels on steel joists with decorative EFIS mansard- there is a front covered patio integrated with the building and covered patio on the east portion
Floor	Concrete slab over gravel base
Interior Finish	Drywall, paneling or equal - Ceiling finish is mostly suspended ceiling tiles - Floor finish is mostly carpet and tile in bathrooms – there is bar/lounge, dining/meeting room, pro shop - men's and women's locker rooms
Electrical	Wired in pipe conduit -110/220 - volt service sufficient for retail space - recessed fluorescent/led lighting light fixtures - Adequate wall switches and convenience outlets - Electrical includes all allied panel boxes and safety devices
HVAC	The subject has a gas fired forced air roof with combination air conditioner - Restroom include exhaust fan
Plumbing	Plumbing includes 2 - two fixture restroom for the entire building and kitchen area for preparing limited meals and necessary plumbing in lockers rooms
Functional Obsolescence	The subject is adequately designed for a pro shop, bar/lounge and restaurant
External Obsolescence	There are no adverse factors in the neighborhood that would negatively impact the subject
ADA	The restrooms are not in compliance

Other Structures

There is a golf cart storage building with 8,880 ± SF built in 1997 in average condition. The quality is average. The building is unheated and has a mix of concrete aprons and packed gravel for the floor. There are 3 OHD's and a steel pedestrian doors. The building is a B & C steel building a regional supplier of this type of building

A shop maintenance building is present with 4,000 ± SF built in 1997 in average condition. The quality is average. The building is approximately half finished with a concrete floor, small offices, shop area and a restroom. This portion is insulated and heated with a suspended gas fired ceiling unit. The other half is unfinished with a graveled floor. There is an overhead door on each end of the building

There are some small ancillary structures used for storage, restrooms and covered areas. These facilities are fair quality and were in average condition.

There is a concrete silo that was once used as a water tank as part of the old Army Air Base. This structure does not affect the functionality or safety of the golf course and would be left in place if the property was ever marketed.

Golf Course Description

Sky View Country Club is a public, 18-hole golf course located southeast of Alliance, Nebraska. Skyview golf course opened in 1952.

The fairways are delineated by strings of mid-size pines and elms. Several greens are guarded by shallow bunkers and traps. The rough is dry hard-pan in places. A large pond resides in the northern portion of the course. It will soak up wayward shots on numbers 9 and 10.

The course measures 6,845 yards from the championship tees and 5,500 yards from the forward trees. The gently rolling fairways are suitable for golfers that choose to walk rather than utilize a golf cart. There is a driving range. The course rating is 70 with a slope rating of 112 with bluegrass.

The course is irrigated by underground sprinklers supplied by a well and pump on the north portion of the course and is reported sufficient for irrigating the course. Overall, the course appears to be in average condition.

Description of Furniture, Fixtures and Equipment (Rolling Stock):

The necessary equipment for the operation of an 18-hole golf course. The visual inspection of the equipment indicated that was useable was mostly fair to average condition. The equipment is essential to the operation value of the subject golf course. The five sales used in the report included an allocation of this item based on conversations with the parties involved. and this part

Fixtures

There are no other fixtures.

Use History

Present Use & 10-Year Use History

For decades, the property's primary use has used as golf course operated by the City of Alliance. The copies of all the deeds are located in the Addenda Section of the report.

Sales History

10-Year Sales History

The City of Alliance has owned the subject property since 1942. The subject has not been listed in the past 10 years. The referenced deeds below include other land that are not part of the subject land.

Book & Page	Date Executed	Deed Type
22-676	June 10, 1942	None Stated
24-263	June 10, 1942	Warranty Deed

Rental History

3-Year Rental History

The subject has not been leased in the last three years since it is owner operated.

Assessed Value and Annual Tax Load

The Box Butte County records indicates the subject is tax exempt since in is owned by the City of Alliance and is tax exempt.

Zoning and Other Land Use Regulations

The subject property is located within the zoning district of Box Butte County, according to Mr. Sorensen, City Manager. A full copy of the zoning regulations is included in the addenda section of this report.

SECTION 5. "A" AGRICULTURAL DISTRICT

5.01. Intent: This district is intended to satisfy the basic needs of the county's farming-ranching operations. Since agriculture is one of the county's primary industries, it is vital that agricultural operations be protected from encroachments of non-agricultural uses and potential nuisance situations. Therefore, the mixture of sporadically located intense residential and other urban uses within the agricultural district is not encouraged.

Some non-agricultural uses serving both rural and urban needs are, however, frequently found to exist in rural areas. With proper design and location these uses can co-exist without detriment to agricultural interests. These uses may be permitted by special review and approval of the Planning Commission and County Commissioners.

5.02. Permitted Uses:

1. Accessory single family dwellings for persons customarily employed at or engaged in farming or ranching.
2. Apiaries.
3. Asphalt or concrete batch plant and borrow pits used temporarily and exclusively for the completion of a public road improvement project.
4. Bed and Breakfasts
5. Churches & cemeteries.
6. Cultivation, storage, and sale of crops, vegetables, plants, flowers, and nursery stock raised on the premises.
7. Existing Class I Livestock Operations.
8. Extraction of minerals using non-excavation (drilling) techniques.
9. Farm or ranch operations, including the storage of chemicals and other farm associated products for sole use of the farm or ranch operator.
10. Golf Courses.
11. Grazing of livestock.
12. Home Occupations with five or fewer employees and conducted in accordance with Section 11.01.
13. Mining.

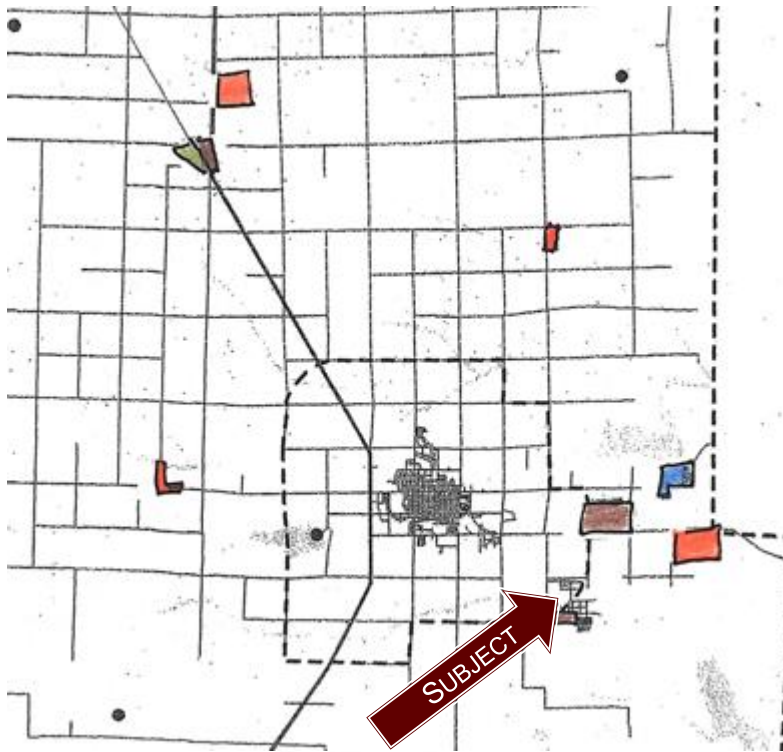
14. New livestock operations with less than 300 animal units, or more than 300 animal units if not confined for more than 90 days.
15. Offices incidental to the operation of the listed permitted uses.
16. One (1) primary single-family dwelling per legal lot/parcel, existing at the time of adoption of this Resolution, located within one mile of a livestock operation.
17. One (1) primary single-family dwelling per legal lot/parcel located more than one mile from a livestock operation.
18. Public parks and public recreation facilities.
19. Public utility transmission pipes, lines and substations.
20. Recreational tourist services.
21. Schools.
22. Tourist information area.

5.03. Conditional Uses: The following conditional uses may be permitted in the "A" District upon approval of a permit in accordance with the requirements and procedures set forth in Section 17.

1. Agricultural Service establishments primarily engaged in performing agricultural husbandry, or horticulture services on a fee or contract basis including:
 - A. Grain and/or feed elevators
 - B. Crop dusting or spraying operations facilities (including hangers, landing strips, fertilizer storage facilities, and offices accessory to the crop dusting or spraying operation)
 - C. Farm equipment sales, repair, and installation facilities.
 - D. Veterinary clinics and hospitals and related facilities.
 - E. Grain and Feed Sales.
 - F. Commercial Grain Storage and drying.
 - G. Fertilizer storage, mixing, blending, and sales.
 - H. Seed processing, storage, mixing, blending, and sales.
 - I. Sorting, grading and packing fruits and vegetables for the grower.
 - J. Animal rendering, animal waste recycling and processing facilities.
 - K. Custom meat processing.
 - L. Livestock sales barns and facilities
 - M. Forage dehydration facilities.
2. Airports and landing strips.
3. Beet dump.

4. Billboards (in accordance with Section 12).
5. Cellular, television, or radio towers.
6. Commercial trailer washout.
7. Fairgrounds.
8. New livestock operations with 300 or more animal units confined for more than 90 days.
9. Kennels.
10. Home Occupation with more than 5 employees.
11. Pet Cemetery.
12. Power generating facilities and related uses.
13. RaceTracks.
14. Salvage Operation, Auto - possessing a Department of Motor Vehicles operating license.
15. Salvage Operation, Other - that can demonstrate processing and the sale of processed material is, or will, occur within the time limitation imposed as a condition of use.
16. Sewage and wastewater treatment operations.
17. Solid waste disposal sites and facilities.
18. Indoor or outdoor sporting and recreation facilities, public or private, that due to the nature of the facility generally require a location separated from urban areas. Examples include rifle ranges, sport clay facilities, riding arenas, etc. ***(Amended adopted July 7, 2003)***
19. Temporary housing for the care of an elderly or special need blood relative or immediate family subject to the conditions listed below and any additional conditions as may be required by the County.

Zoning Map



- A - Agricultural District
- RE - Residential Estate District
- RL - Residential Low Density District
- RM - Residential Medium Density District
- C - Commercial District
- I - Industrial District
- Local Roads
- Expressway Corridor
- County Boundary
- Historic Resource Area
- Flood Hazard Areas

Data and Analysis and Conclusions

Highest and Best Use

Defined. A property is always valued in terms of its Highest and Best Use. The Highest and Best Use of a site is defined in The Dictionary of Real Estate Appraisal, 5th Edition published by the Appraisal Institute in 2010 as: "The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum profitability."

Highest & Best Use of a property always takes into consideration the existing improvements and considers the land as if vacant and available to be put to its Highest and Best Use.

The rationale of Highest and Best Use is that a property must have utility reflected through market demand to have a market function. In turn, function determines use, and use is a major determinant of value, in the context of current market forces.

Vacant or Improved. The subject property is presently a municipal golf course owned by the City of Alliance.

Larger Parcel Considered. There will be no larger parcel acquired, however, the golf course is considered to be the larger parcel as defined. The City of Alliance does own additional property in the subject's neighborhood, just west of the subject.

Four Criteria. In estimating Highest and Best Use, following site analysis and improvements analysis, as applicable, an appraiser goes through essentially four stages of analysis:

Legally Permissible Uses. What uses are permitted under existing zoning and other land use regulations and controls, and under existing deed restrictions, for the subject property?

Physically Possible Uses. What uses are physically possible on the subject site or in the subject improvements, given the physical characteristics revealed by property analysis?

Financially Feasible Uses. Among legally permitted and physically uses for the subject property, which are appropriate given the characteristics revealed by market, neighborhood and property analysis? Which uses produce any net return to the owner, or a positive net present value?

Maximally Productive Use. Among appropriate or feasible uses for the subject property, which use will produce the highest present value?

Highest and Best Use - As Vacant

Legally Permissible

The subject is located in Agricultural District zoning district in Box Butte County. The present operation of a golf course would be a permitted use. Information regarding a full description of zoning regulations for this district can be found in the Zoning section of this report.

Physically Possible Uses

The development of a golf course with a clubhouse and ancillary buildings would be physically use of the site.

Financially Feasible

The immediate neighborhood consists of several different uses which include the Alliance Airport, Nebraska VA Cemetery, industrial buildings and pasture land. The development of the site into an agricultural use such as pasture land would be the most financially feasible based upon current economic conditions and market preferences and trends and rural golf courses being purchased primarily to buy a job and offer a recreational use to the public. The cost to develop a golf course would be prohibitive based on current construction costs.

Maximally Productive

After considering legally permissible, physically possible and financially feasible uses, a use would be some of agricultural land would be the most maximally productive use that would produce the greatest return to the subject site as vacant.

Highest and Best Use - As Improved

The subject is improved with an 18-hole golf course with a clubhouse with ancillary buildings. There are no other golf course facilities in Alliance that would directly compete the subject. The improvements would not be demolished for a change into agricultural land. The subject golf course if operated by the City or a private individual does serve a need for a golf course in the immediate area and surrounding small communities. As the five sales illustrate in the report, there is little or no business value inherent or present in rural golf course sale in a rural area and is purchased mainly for a job and serving the golfing community. Therefore, based on the previously recited information in this particular section, the subject golf course is highest and best use as improved.

Highest & Best Use Conclusion

Present (Predominate) Use. The present use as an 18-hole golf course would represent the highest and best economic use of the subject, since it has been operating for years and serves the need in the community and surrounding area.

Alternate Use(s) Considered (Hypothetical Condition). None, based upon the previously recited reasoning in this section.

Transitional Use(s) Considered. None

Highest & Best Use of the Subject Property - Summary

Whole Subject Property. The primary highest and best use of the subject property would be the continued as an 18-hole golf course based on the previously recited information in the Highest and Best use Section.

Sales Comparison Approach

In the sales comparison approach, the appraiser develops an opinion of value by analyzing closed sales, listings, or pending sales of properties that are similar to the subject property. The comparative techniques of analysis applied in the sales comparison approach are fundamental to the valuation process. Estimates of market rent, expenses, land value, cost, depreciation, and other value parameters may be derived in the other approaches to value using comparative techniques. Similarly, conclusions derived in the other approaches are often analyzed in the sales comparison approach to estimate the adjustments to be made to the sale prices of comparable properties.

In the sales comparison approach, an opinion of market value is developed by comparing properties similar to the subject property that have recently sold, are listed for sale, or are under contract (i.e., for which purchase offers and a deposit have been recently submitted). A major premise of the sales comparison approach is that an opinion of the market value of a property can be supported by studying the market's reaction to comparable and competitive properties.

Comparative analysis of properties and transactions focuses on similarities and differences that affect value, which may include variations in property rights, financing terms, market conditions, and physical characteristics, among others. Elements of comparison are tested against market evidence using paired sales, trend analysis statistics, and other techniques to identify which elements of comparison within the data set of comparable sales are responsible for value differences

Elements of Comparison

Elements of comparison are the characteristics of properties and transactions that help explain the variances in the prices paid for real property. The appraiser determines the elements of comparison for a given appraisal through market research and supports those conclusions with market evidence. When properly identified, the elements of comparison describe the factors that are associated with the prices paid for competing properties. The market data, if analyzed properly, will identify the elements of comparison within the comparable sales that are market-sensitive.

The basic elements of comparison that should be considered in sales comparison analysis are as follows:

1. Real property rights conveyed
2. Financing terms
3. Conditions of sale
4. Expenditures made immediately after purchase
5. Market conditions
6. Location
7. Physical characteristics
8. Economic characteristics
9. Use
10. Non-realty components of value

COMPARABLE SALE #1

Name: Ender's Lake Golf Course
Address: 33864 Highway #6, Enders, NE
Date of Sale: July 2020
Grantor: Donna Werkle
Grantee: Enders Lake Golf Course, LLC
Consideration: \$400,000
Price/Hole: \$44,444 (Overall Price)
Price/Hole: \$38,889 (Real Estate Only)
Terms of Sale: Cash
Property Use: 95.55 acres with 9-Hole Grass Greens Golf Course
Year Built: 1968
Confirmed: County Records & Owner
Recorded: Book 49, Page 567 (Warranty Deed)
Condition: Average

<i>Golf Course</i>		<i>Supporting Improvements & Equipment</i>	
Holes:	9	Clubhouse:	4,855 SF with Restaurant & Patio
Par:	36	Golf Cart Shed:	4,512 SF
Yardage:	3,296	Lean to - Golf Cart	1,950 SF
Slope:	113	Equipment Shed:	None
Rating:	35.4	Storage Shed:	400 SF
Greens:	Bentgrass	Irrigation Water:	450 GPM Well & Irrigation Ditch
Fairways:	Bluegrass	Sprinkler System:	UGS with hand- set sprinkler heads
Driving Range	Yes	Rolling Stock:	All maintenance equipment
Practice Green:	Yes	Inventory:	Inventory included in sale

Comments: The fairways are fairly wide, the rough is choppy and the greens are usually in good condition with two fairways affect by heavy rains and need to be pumped to maintain the play of the two fairways. There are few trees and no sand traps. The course is irrigated by the single irrigation well that pumps around 450 GPM. This is a replacement well that was new in 2009.

Underground pipes run down the middle of the fairways and sprinkler heads are all handset. Sprinkler head that water the tees and greens are also hand-set and spaced out to water the entire green or tee box. Type of grass on the fairways is bluegrass. Type of grass on the green is bentgrass.

Comments (Continued):

The greens are push-up style with subsurface layers of rock and sand for proper water infiltration to where the greens can be water daily without creating a diseased environment. This is a semiprivate golf course open to the public with daily green fees and annual memberships. There was no business value or good will that was part of the sale.

At the southeast corner of the property is a small 9-pad RV park with 110/220 electrical hook-up, water & sewer (into a septic system). The parking pads are dirt/grass surfaced. The other 8 pads are rented on daily and monthly basis. Drives and parking area are gravel surfaced. There are no other site improvements of any significance. The course is across the highway from Enders Lake.

ALLOCATION OF SALE PRICE

Rolling Stock (all maintenance equipment & carts) and Inventory:	\$50,000
Real Property (golf course and supporting improvements):	<u>\$350,000</u>
Total Sale Price:	\$400,000

AERIAL VIEW OF SALE #1

COMPARABLE SALE #2

Name: Chimney Rock Golf Course
 Address: 7366 Road 108, Bayard, Nebraska
 Date of Sale: May 2020
 Grantor: City of Bayard
 Grantee: Chimney Rock Golf Course, LLC (Sauer)
 Consideration: \$251,000
 Price/Hole: \$27,889 (Overall Price)
Price/Hole: \$22,222 (Real Estate Only)
 Terms of Sale: Cash
 Property Use: 120 acres with 9-Hole Grass Greens Golf Course
 Year Built: 1991
 Confirmed: County Records & Sam Jackson (City Clerk)
 Recorded: Book: 81, Page 222-223 (Warranty Deed)
 Condition: Average

Golf Course		Supporting Improvements & Equipment	
Holes:	9	Clubhouse:	1,887 SF with Restaurant
Par:	36	Golf Cart Shed:	2,880 SF
Yardage:	3,271	Golf Cart Shed:	2,880 SF
Slope:	108	Equipment Shed:	1,746 SF
Rating:	34.6	Storage Shed:	1,456 SF
Greens:	Bentgrass	Irrigation Water:	500 GPM Well & Irrigation Ditch
Fairways:	Bluegrass	Sprinkler System:	UGS with handset sprinkler heads
Driving Range	Yes	Rolling Stock:	All maintenance equipment and
Practice Green:	Yes	Inventory:	inventory included in sale

Comments: This sale was confirmed with Sam Jackson, Bayard City Clerk. Ms. Jackson indicated the City had been losing money in the operation and management of the golf course for 20 years and it was time for the City to get rid of the financial burden. Ms. Jackson also indicated that the golf course was irrigated from the Farmers Irrigation District Canal, which is not the case, as the golf course has 81.25 certified irrigated acres with the North Platte NRD for a ground water well, which is used to irrigate the golf course. According to Scott Scheinman, Water Resources Coordinator with the NRD, there are no water use restrictions for the golf course. There are 12 acres of water rights under the Farmers Irrigation District that have not been used for years as the canal water has not been needed.

Comments (Continued):

The golf course has very gentle sloping topography, built-up greens and hazards include a few sand traps and lots of trees. The property is located about ½ mile north of Bayard adjacent the west side of Highway #26 and has good access and visibility. This is a semiprivate golf course open to the public with daily green fees and annual memberships. There was no business value or good will that was part of the sale. This sale would be considered a distress sale. The operation of a golf course by a small municipality is seldom successful.

ALLOCATION OF SALE PRICE

Rolling Stock (all maintenance equipment & carts) and Inventory:	\$51,000
Real Property (golf course and supporting improvements):	<u>\$200,000</u>
Total Sale Price:	\$251,000



AERIAL VIEW OF SALE #2



COMPARABLE SALE #3

Name: Riverview Golf Course
Address: 100928 County Road 19, Scottsbluff, Nebraska
Date of Sale: June 2021
Grantor: Riverview Golf and Country Club Corporation
Grantee: Riverview Golf Course, LLC
Consideration: \$810,000 (Primary Land/Golf Course)
Price/Hole: \$45,000 (Overall Price)
Price/Hole: \$36,111 (Real Estate Only)
Terms of Sale: Cash to Seller
Land Use: 114 acres with 18-Hole Grass Greens Golf Course
Year Built: 1940
Confirmed: Purchase Agreement/County Records
Recorded: Book 2021, Page 3663 (Warranty Deed)
Condition: Fair to Average

<i>Golf Course</i>		<i>Supporting Improvements & Equipment</i>	
Holes:	18	Clubhouse:	4,136 SF
Par:	70	Golf Cart Shed:	3,000 SF
Yardage:	6,024	Pole Frame Shed:	5,504 SF
Slope:	116	Shop:	1,000 SF
Rating:	68.1	Irrigation Water:	Two wells
Greens:	Bentgrass	Sprinkler System:	UGS for greens & tee boxes
Fairways:	Bluegrass		Fairways
Driving Range	Yes	Rolling Stock:	All maintenance equipment
Practice Green:	Yes		

Comments: This sale was confirmed with the bank that made the loan. The green and tee boxes have underground sprinkler and are run off two wells. The fairways are irrigated with underground sprinklers that needed to be replaced. The golf course was originally built, in the 1940's. A clubhouse built in the 1940's with updating in the 1990's. The condition was average. The quality was average. The golf cart shed was built in 1963. The pole frame shed was built in 1990. Both of these structures were in fair condition and quality was fair. The golf course has sloping topography, built-up greens and hazards include a pond, a few sand traps and trees. This is a course of only 6,024 yards, but the small greens make it challenging.

Comments (Continued):

The course is a Par -70. The course rating is 68.1 with a slop rating of 116. The fairways have many small plateaus and ridges and holes 6 through 9 are scenic and challenging. The property is located about 4 miles west of Scottsbluff on Highway #92 with good access and visibility. This is a semiprivate golf course open to the public with daily green fees and annual memberships. There was no business value or good will that was part of the sale.

This sale included 45.48 acres of excess land that was recreational land along the North Platte River and was valued at \$305,000 that was not necessary to operate the golf course. There were two older residences moved in next to the driving range that were updated in the 1980's and 1990's. The condition was average and quality was average. The contribution value of these two structures were valued at \$90,000 combined. The rolling stock was valued at \$160,000. The total selling price of the property was \$1,205,000. The two residences were valued \$90,000. Therefore, the golf course and rolling stock were valued at \$810,000 including the rolling stock.

ALLOCATION OF SALE PRICE

Rolling Stock (all maintenance equipment & carts):	\$160,000
Real Property (golf course and supporting improvements):	<u>\$650,000</u>
Revised Sale Price:	\$810,000



AERIAL VIEW OF SALE #3



COMPARABLE SALE #4

Name: O'Neill Country Club
 Address: 49175 West Hynes Avenue, O'Neill, Nebraska
 Date of Sale: August 2015
 Grantor: O'Neill Country Club
 Grantee: OGC, LLC
 Consideration: \$600,000
 Price/Hole: \$66,667 (Overall Price)
Price/Hole: \$60,000 (Real Estate Only)
 Terms of Sale: Cash
 Land Use: 72.9 acres with 9-Hole Grass Greens Golf Course
 Year Built: 1961
 Confirmed: County Records & Jim Gotschell
 Recorded: Book: 206, Page 526 (Warranty Deed)
 Condition: Average

<i>Golf Course</i>		<i>Supporting Improvements & Equipment</i>	
Holes:	9	Clubhouse:	2,306 SF with 1,536 SF basement
Par:	36	Golf Cart Shed:	1,800 SF
Yardage:	3,680	Golf Cart Shed:	2,920 SF
Slope:	120	Equipment Shed:	3,360 SF
Rating:	37.6		
Greens:	Bentgrass	Irrigation Water:	1,000 GPM well
Fairways:	Bluegrass	Sprinkler System:	Underground pipe system with
Driving Range	Yes		handset sprinkler heads
Practice Green:	Yes	Rolling Stock:	All maintenance equipment

Comments: This sale was confirmed with Jim Gotschell, president of OGL, LLC. Mr. Gotschell indicated that this sale was from around 100 members of the O'Neill Country Club to newly formed group of 40 people, the OGC, LLC. The sale price was based on what was owed the bank and OGC, LLC paid off the bank note. The golf course has nearly level topography, built-up greens and hazards include a few ponds and trees. The property is located on the west edge of O'Neill with good access and fairly good visibility from Highways #20 and #281. This is a semiprivate golf course open to the public with daily green fees and annual memberships. There was no business value or good will that was part of the sale.

ALLOCATION OF SALE PRICE

Rolling Stock (all maintenance equipment & carts):	\$40,000
Real Property (golf course and supporting improvements):	<u>\$500,000</u>
Total Sale Price:	\$540,000



AERIAL VIEW OF SALE #4



COMPARABLE SALE #5

Name: North Platte Country Club
 Address: 1008 West 18th Street, North Platte, Nebraska
 Date of Sale: July 2018
 Grantor: Country Club of North Platte
 Grantee: Rivers Edge Golf Club Nebraska, LLC
 Consideration: \$1,200,000
 Price/Hole: \$66,667 (Overall Price)
Price/Hole: \$44,444 (Real Estate Only)
 Terms of Sale: Cash
 Land Use: 116.88 ac. with 18-Hole Grass Greens Golf Course
 Year Built: 1916
 Confirmed: County Records & Dustin Jorgenson (buyer)
 Recoded: Instrument #201803712 (Warranty Deed)
 Condition: Fair to Average

<i>Golf Course</i>		<i>Supporting Improvements & Equipment</i>	
Holes:	18	Clubhouse:	8,821 SF w/Restaurant & Pro Shop
Par:	71	Golf Cart Shed:	4,192 SF
Yardage:	6,371	Golf Cart Shed:	932 SF
Slope:	116	Equipment Shed:	1,260 SF
Rating:	70.1	Equipment Shed:	4,224 SF
Greens:	Bentgrass	Irrigation Water:	1,000 GPM well
Fairways:	Bluegrass	Sprinkler System:	Auto UGS sprinklers
Driving Range	Yes	Rolling Stock:	All maintenance equipment and
Practice Green:	Yes	Inventory:	Inventory included in sale

Comments: This sale was confirmed with Dustin Jorgenson. Mr. Jorgenson indicated the property was in average condition and his father Bear Jorgenson had been managing the property over the past 3 years and had completed a lot of deferred maintenance projects. At the time of purchase, the restaurant and outdoor pool were closed. The Jorgenson's have revitalized the restaurant and pool, and they are now open again.

Comments (Continued):

The golf course has nearly level topography, built-up greens and hazards include a few ponds, sand traps and trees. The property is located on the north edge of North Platte with good access. Visibility is poor, due to setting ¼ mile west of Highway #83. This is a semiprivate golf course open to the public with daily green fees and annual memberships. There was no business value or good will that was part of the sale.

ALLOCATION OF SALE PRICE

Rolling Stock (all maintenance equipment & carts) and Inventory:	\$400,000
Real Property (golf course and supporting improvements):	<u>\$800,000</u>
Total Sale Price:	\$1,200,000



AERIAL VIEW OF SALE #5



Summary of Improved Sales

Sale #	Location	Property Type	Sale Date	Cash					
				Equivalent	# of Holes	Price/Hole	Year Built	Condition	Quality
1	33864 Highway #6, Enders, NE	Golf Course & Clubhouse	Jul-20	\$350,000	9	\$38,889	1968	Average	Average
2	7366 RD. #108, Bayard, NE	Golf Course & Clubhouse	May-20	\$200,000	9	\$22,222	1991	Average	Average
3	100928 CR #19, Scottsbluff, NE	Golf Course & Clubhouse	Jun-21	\$650,000	18	\$36,111	1960/1980	Fair to Average	Average
4	49175 W. Hynes Avenue, O'Neill, NE	Golf Course & Clubhouse	Aug-15	\$540,000	9	\$60,000	1961	Average	Average
5	1008 W. 18th Street, North Platte, NE	Golf Course & Clubhouse	Jul-18	\$800,000	18	\$44,444	1916	Fair to Average	Average
Totals				\$2,540,000	63	\$201,667			
Average Mean						\$40,333			
Weighted Average						\$40,317			
Subject									
	2613 CR #57, Alliance, NE	Golf Course & Clubhouse			18		1952/1992	Average	Average

Adjustments – Improved Sales

The previously recited sales are the most recent available to the appraiser of properties most similar and proximate to the subject. These were considered the best indicators in the Sales Comparison Approach. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable is superior to, or more favorable than the subject, a minus (-) adjustment is made, thus reducing the indicated value of the subject; if a significant item in the comparable is inferior or less favorable than the subject, a plus (+) adjustment is made, thus increasing the indicated value of the subject.

Adjustments to the Golf Comparable Sales - Real Estate Only					
	Sale #1	Sale #2	Sale #3	Sale #4	Sale #5
Price/Hole	\$38,889	\$22,222	\$36,111	\$60,000	\$44,444
Property Rights Conveyed	\$0	\$0	\$0	\$0	\$0
Base Price/Hole	\$38,889	\$22,222	\$36,111	\$60,000	\$44,444
Financing Terms	\$0	\$0	\$0	\$0	\$0
Conditions of Sale	\$0	+\$8,000	\$0	-\$10,000	\$0
Market Conditions/Time	\$0	\$0	\$0	\$0	\$0
Base Price/Hole	\$38,889	\$30,222	\$36,111	\$50,000	\$44,444
Location	+\$4,500	+\$14,000	\$0	\$0	-\$5,000
Physical Characteristics	\$0	\$0	\$0	\$0	\$0
Club House	\$0	\$0	\$0	\$0	\$0
RV Park	-\$1,500	\$0	\$0	\$0	\$0
Course and Club Condition	\$0	\$0	+\$5,000	\$0	+\$5,000
Age	\$0	\$0	\$0	\$0	+\$2,500
Non-Realty Components	\$0	\$0	\$0	\$0	\$0
Adjusted Price/Hole	\$41,889	\$44,222	\$41,111	\$50,000	\$46,944

Discussion of Improved Sales:

The sales of golf courses in Nebraska were sufficient to assist the appraiser in the valuation of the subject. The comparable sales were reliable indicators of value to the subject property. The adjustments were based on the price per hole for the real estate only. The explanation of adjustments is as follows:

Time/Conditions of Sale:

Sales #1, #3 and #5 were arms' length transactions and no adjustment for this item was necessary for this item. Sale #2 was operated by a small municipality and this type of property is often sold below market value to dispose of the asset and required an upward adjustment for this item, when paired with the other sales. Sale #4 sold at a premium since a bank loan payoff that financed the property originally was required to acquire the property and required a downward adjustment for this item when paired with the other sales.

Discussion of Adjustments (continued):

Location:

Sales #1 and #2 were located in less populated areas than the subject and required upward adjustments when paired with Sales #3 and #5. Sale #5 was superior on location in relationship to the subject and required a downward adjustment when paired with the other sales.

Size:

The sales when paired indicated an adjustment for a nine hole vs. an eighteen hole (Physical Characteristic) indicated an adjustment for size was not necessary.

RV Park:

Sale #1 had a small RV park which was superior to the subject and required a small downward adjustment for this item when paired with the other sales.

Course & Club House Condition:

The subject course was in similar condition to the other Sale #1, #2 and #4 and no adjustment for this item was necessary. Sales #3 and #5 were required updating of their club houses or irrigation system and required upward adjustments for this item.

Age:

Sales #1 to #4 when paired indicated an adjustment for this item was not necessary. The age was based on the date of the actual golf course was constructed. The clubhouses have either been replaced, updated from the original date of construction of the actual course. The infrastructure would also be considered the same. Sale #5 was developed in 1916 with updating, however, required an upward adjustment for age when paired with the other sales.

Other Adjustments:

Other adjustments were offsetting or negligible.

Discussion of Adjustments (continued):

After consideration of the previous market transactions, with adjustments for location, size, quality, physical characteristics, conditions of the sale, and other valuation considerations, the appraiser considered the sale price per square hole with a refined range of \$43,000/hole to \$47,500/hole. The average price was \$44,834/hole.

A final adjusted price of \$46,000/hole was considered appropriate for the real estate only.

Applying this opinion of market value to the subject's number of holes results in the following indication of value via the Sales Comparison Approach:

$$18 \text{ holes @ } \$42,500/\text{Hole} = \$828,000$$

Value Indicated by the Sales Comparison**Approach Real Estate Only (rounded): \$828,000**

Income Capitalization Approach

The Income Approach was not used, since most of these type of sales does include any good will or business enterprise value. The subject is owned and operated by the City of Alliance. The Income Approach would not be applicable in this appraisal.

Reconciliation and Final Opinion of Market Value

The subject opinion of value of the subject developed by using one of the three traditional approaches to value, as presented in this report is:

Sales Comparison Approach - - - \$828,000 (Real estate Only)

Sales Comparison Approach

The Sales Comparison Approach is often considered the most reliable indicator of market value, as it best reflects interactions within the market between buyers and sellers. Where substantial market data exists, the Sales Comparison Approach tends to be the best indicator of value and the most frequently relied upon by investors and many other market participants. Overall, the Sales Comparison Approach is considered to be a good indicator of value.

Final Opinion of Value

The Sales Comparison Approach was the most meaningful approach for this type of an appraisal and reflects interacts between buyers and sellers. There was sufficient sale information to process the Sales Comparison Approach. The sales didn't include any business enterprise value. The F, F and E was allocated for the overall sell price to reflect a value to the real estate only.

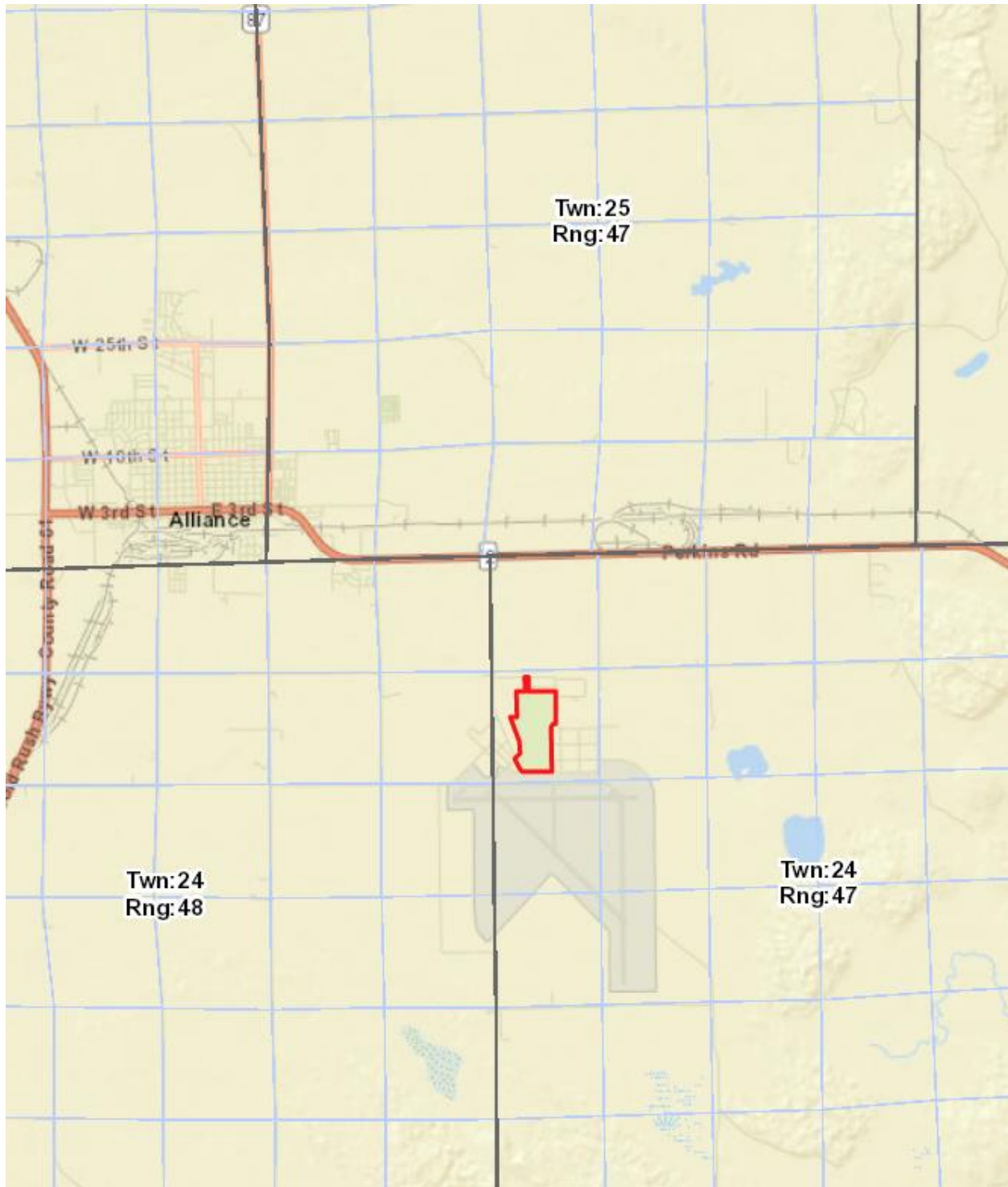
As a result, of an inspection of the subject and analysis of pertinent data, it is my opinion that the market value of the subject parcel of the fee simple estate of the subject property as is, as of May 17, 2022, was:

<u>Conclusions</u>	<u>Total</u>
Fee Simple Estate (Real Estate Only)	\$828,000

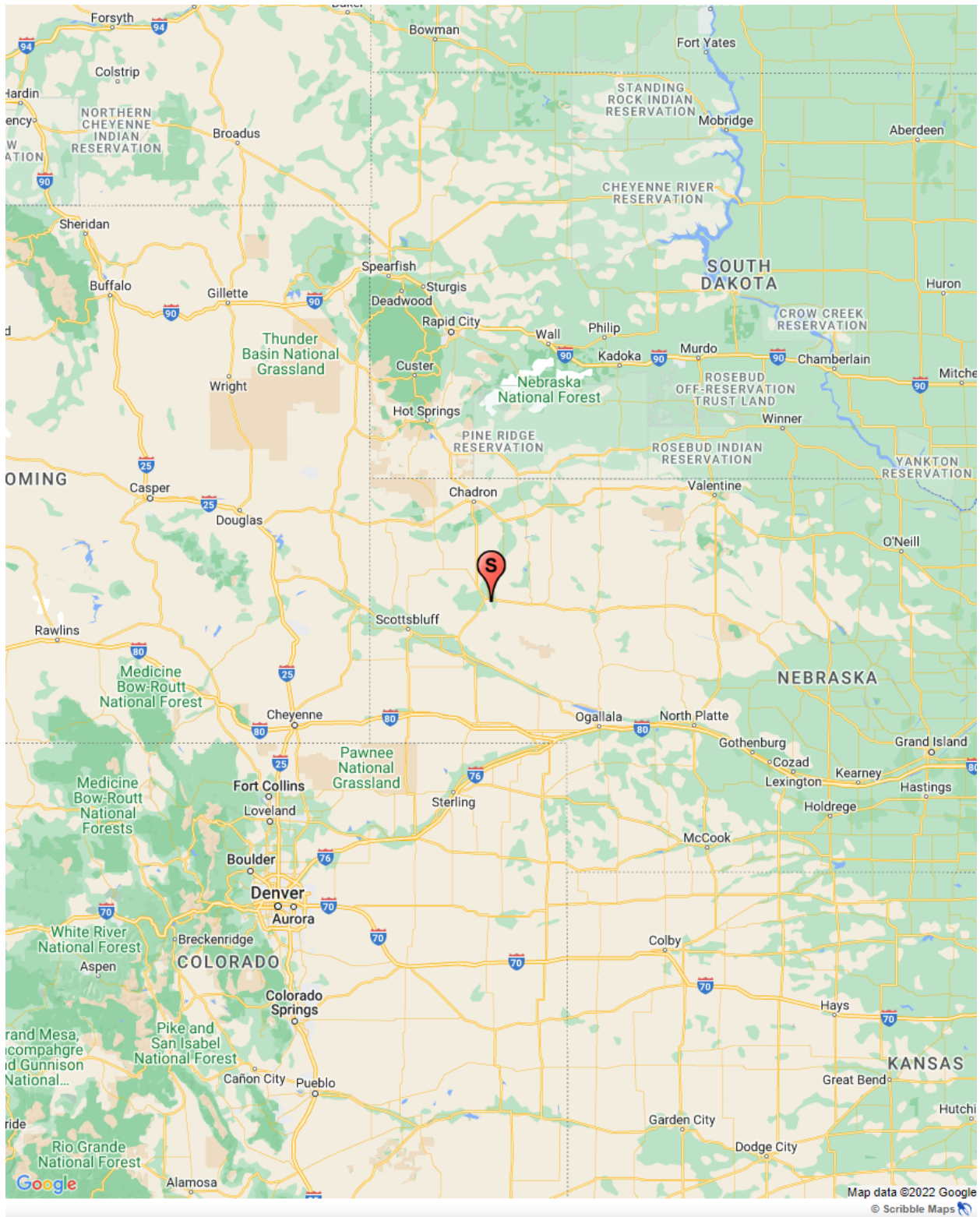
Exhibits and Addenda

Location Map

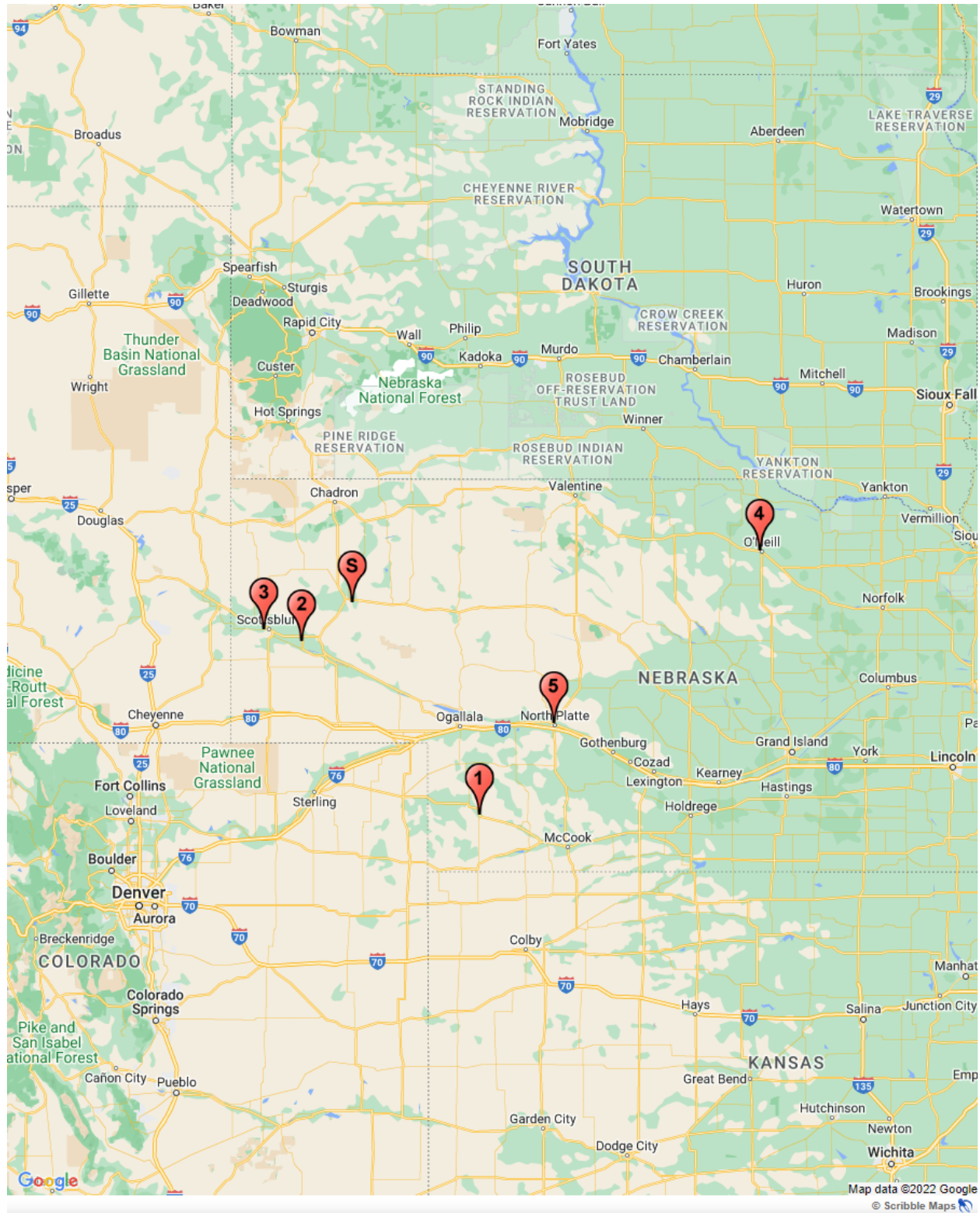
Immediate Area



General Area



Comparable Data Maps



Detail of Comparable Sales Data

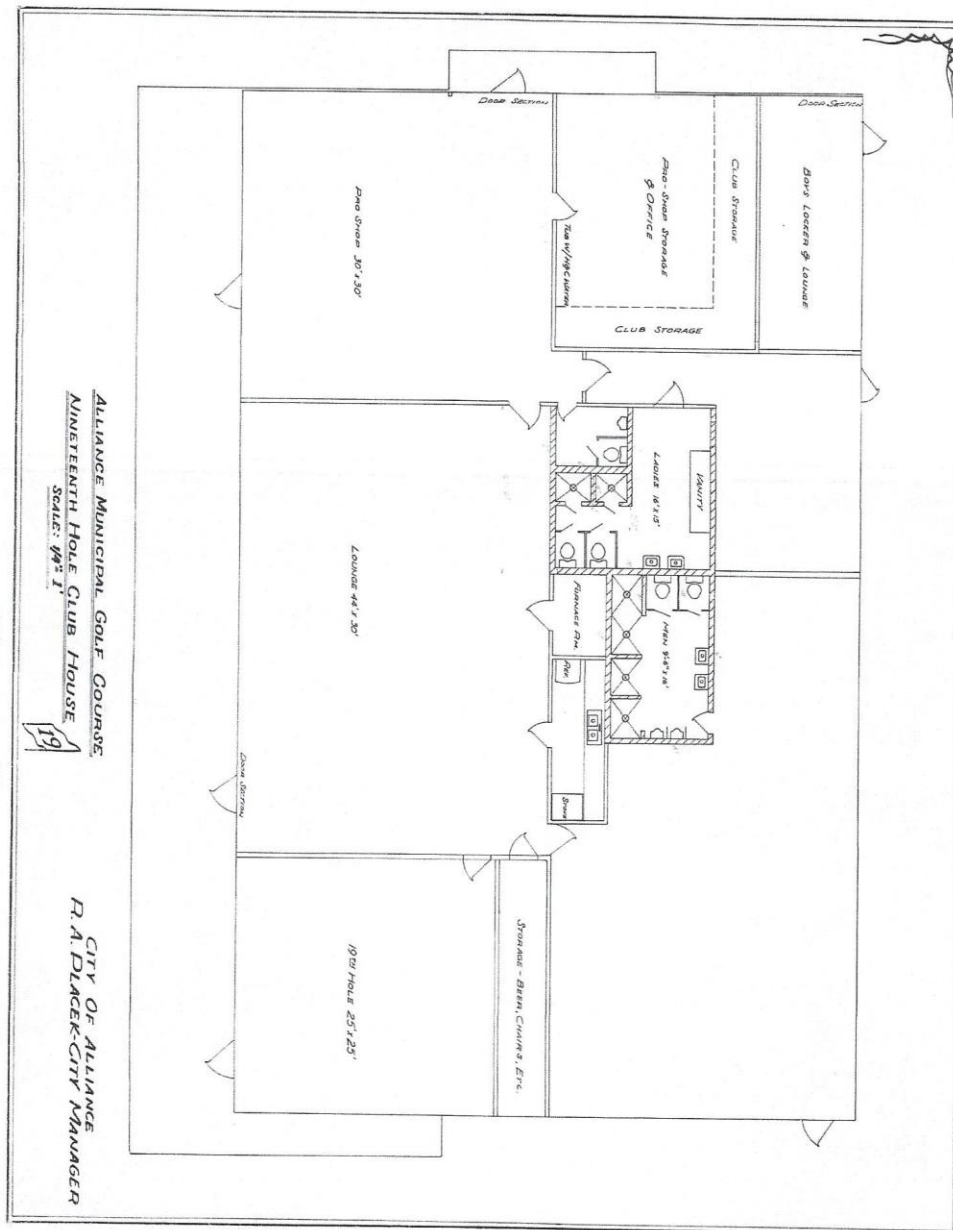
This data is included in the body of the report.

Golf Course Map Layout

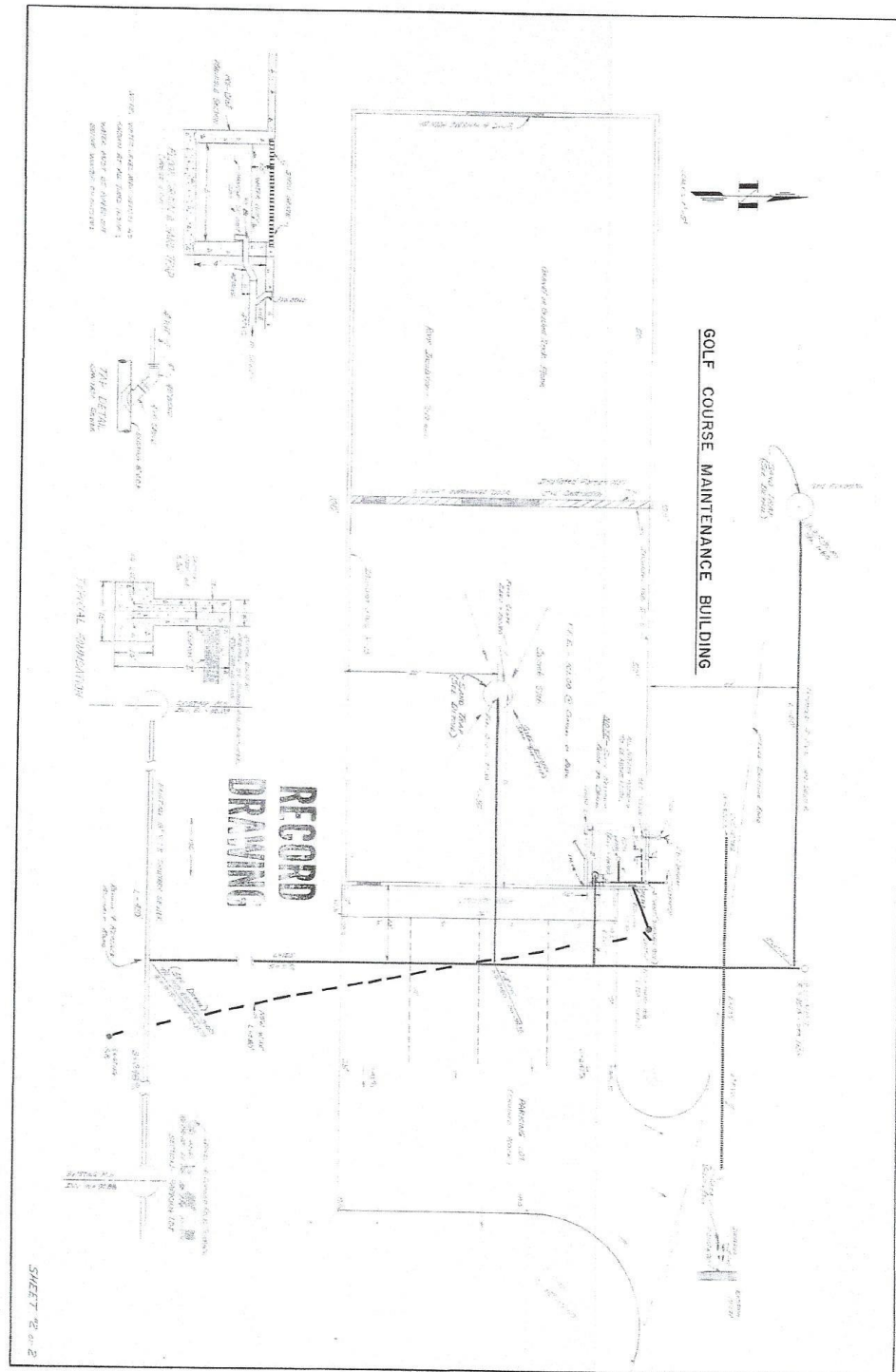


Floor Plan

Clubhouse



Golf Course Maintenance Building



Title Evidence Report

A title of evidence was not provided by a title agency to the appraiser in the normal course of business.

Other Pertinent Exhibits

Deeds

DEED RECORD

No. 22 - 1942

FROM
HARRY CULLAN & WIFE
TO
THE STATE OF NEBRASKA

Book of Records
Box Butte -
No. 2 - - - day of - July - - - 1942 - at - of said County
and recorded in Book - 24 - - page - 254 - - of Deeds.

Return to Municipal Index and filed for record in
the "Clerk's" - - - office of said County
the - 2 - - day of - July - - - 1942 - at - of said County
and recorded in Book - 24 - - page - 254 - - of Deeds.

County Clerk - Register of Deeds.
By *[Signature]* Deputy.

100 A

KNOW ALL MEN BY THESE PRESENTS: That we, Harry Cullan and Lorene Cullan, husband and wife, of the County of Box Butte, State of Nebraska, for and in consideration of the sum of - Sixteen and 00/100 (\$16.00) - DOLLARS, in hand paid to hereby grant, bargain, sell, convey and confirm unto The State of Nebraska, of the County of - and State of - the following described real estate situated to -

A strip of land lying over and across the Southwest Quarter of Section 27, Township 27 North, Range 42 West of the 6th Principal Meridian, Box Butte County, Nebraska, described as follows:

Referring to the southwest corner of said Section 27; thence easterly on the South line of the Southwest Quarter of said Section 27, a distance of 714.3 feet to the point of beginning; thence continuing easterly on said South line, a distance of 93.3 feet to a point on the southwestern 50-foot right of way line of the Chicago, Burlington and Quincy Railroad (as said railroad is constructed and now in operation over and across said Southwest Quarter); thence northwesterly 180 degrees 50 minutes left and on said southwestern 50-foot railroad right of way line, a distance of 1650.5 feet to a point on the west line of said Southwest Quarter, said point being 1229.4 feet northerly from said southwest corner; thence southerly 140 degrees 26 minutes left and on said West line, a distance of 163.5 feet to a point; thence southeasterly 31 degrees 24 minutes left and on a line 50.5 feet southeasterly from and parallel to said southwestern 50-foot railroad right of way line, a distance of 1371.5 feet to the point of beginning, containing 2.685 acres, more or less, which includes 2.570 acres, more or less, previously acquired as a public highway, the remaining 0.115 acre, more or less, being the additional acreage secured in this transaction.

TO HAVE AND TO HOLD the premises above described, together with all the Tenements, Hereditaments and Appurtenances thereto belonging unto the said - The State of Nebraska - - - with its heirs and assigns forever. And we - do hereby covenant with the said Grantee - and with its heirs and assigns, that we are lawfully seized of said premises; that they are free from encumbrances -

that we - have good right and lawful authority to sell the same; and we - do hereby covenant to warrant and defend the title to said premises against the lawful claims of all persons whomsoever.

And the said - Lorene Cullan - hereby relinquishes all her rights of every name and kind - in and to the above described premises.

Signed and - 25th - - day of - May - - A. D. 1942 -

In Presence of

HARRY CULLAN
LORENE CULLAN

(See Acknowledgment - over)

STATE OF Nebraska - - -

Box Butte - - -

On this - 25th - - day of - May - - A. D. 1942, before me, the undersigned - Lorene Cullan - a Notary Public, duly commissioned and qualified for and residing in said County, personally came Harry Cullan and Lorene Cullan husband and wife -

is or known to be the identical persons - whose names are - - - affixed to the foregoing instrument as grantors - and acknowledged the same to be their - voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year first above written.

My commission expires the - 20th - - day of - November - - 1945 -

"Lorene Cullan"
"Notarial Seal"
"Box Butte County,"
"Nebraska"

"RIGHT OF WAY DIVISION"
"RECEIVED MAY 11 1942"
"Department of Roads and Irrigation"

Deed Record No. 22

FROM
VERITY B. KAUFMAN, ET AL.
TO
CITY OF ALLIANCE

STATE OF WYOMING, }
BOX BUTTE COUNTY, } ss.

Entered in Numerical Index and filed for
record in the Clerk's Office of said County,
the 1 day of July, 1942, at 2 o'clock and
-- minutes P. M., and recorded in Book
29 of Deeds, Page 476.

Lee Moore
County Clerk,
Edy L. Russell
Deputy.

A *Corrected*

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WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT Verity B. Kaufman, formerly Verity B. Reader, and Ed Kaufman, her husband, of Campbell County, Wyoming, and Lois B. Cheney and George J. Cheney, her husband of York County, Maine, and James H. Boyer and Jennie E. Boyer, his wife, of the County of Box Butte and State of Nebraska for and in consideration of the sum of Nine Thousand Eight Hundred and 96/100 (\$9800.96) - - - - DOLLARS in hand paid do hereby grant, bargain, sell, convey and confirm unto City of Alliance, a Municipal Corporation within the State of Nebraska the following described real estate situated in - - - - in Box Butte County, and State of Nebraska to-wit:

North Half (N $\frac{1}{2}$), Section Seven (7),
Township Twenty-four (24), North,
Range Forty-seven (47), East of the
6th P.M.

"Eleven Dollars And Two Cents In Revenue Stamps Cancelled"

TO HAVE AND TO HOLD the premises above described, together with all the Tenements, Hereditaments and appurtenances therunto belonging, unto the said City of Alliance, a Municipal Corporation, and to its successors and assigns forever. And we do hereby covenant with the said Grantee and with its successors and assigns, that we are lawfully seized of said premises; that they are free from encumbrance what-soever, that we have good right and lawful authority to sell the same; and we do hereby covenant to warrant and defend the title to said premises against the lawful claims of all persons whomsoever.

And the said Ed Kaufman, George J. Cheney, Jennie E. Boyer hereby relinquish all their right, title and interest in and to the above described premises.

Signed this 10th day of June, A. D. 1942

In Presence of
Edith Facot as to Verity B. &
Ed Kaufman

VERITY B. KAUFMAN
ED KAUFMAN
LOIS B. CHENEY
GEORGE J. CHENEY
JENNIE E. BOYER
JAMES H. BOYER

L. E. Henderson as to James H. Boyer
and Jennie E. Boyer

STATE OF Wyoming }
Campbell County } ss. On this 13 day of June, A. D. 1942, before me, the undersigned
Edith Facot a Notary Public, duly commissioned and qualified
for and residing in said county, personally came Verity B.
Kaufman, formerly Verity B. Reader, and Ed Kaufman, her
husband, to me known to be the identical persons whose names
are affixed to the foregoing instrument as grantors and acknowledged the same to be their
voluntary act and deed.

Witness my hand and Seal the day and year last above written.

Edith Facot
Notary Public
Campbell County,
Wyoming

EDITH FACOT - Notary Public.

My Commission expires the 4 day of Febr., 1944.

STATE OF Maine }
York County } ss. On this 17th day of June, A. D. 1942, before me, the under-
signed Kenneth H. Paisley a Notary Public, duly commissioned
and qualified for and residing in said county, personally
came Lois B. Cheney and George J. Cheney, her husband, to
me known to be the identical persons whose names are affixed
to the foregoing instrument as grantors and acknowledged the same to be their voluntary
act and deed.

Witness my hand and Notarial Seal the day and year last above written.

Deed Record No. 22

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14112-2-27 (10-1-1942) C.O.

Compared

KENNETH H PAISLEY- -Notary Public.

My Commission expires the 15 day of April, 1949.

"Kenneth H Paisley"
"Notary Public "
"Kittery, Maine "

- - - - -

STATE OF NEBRASKA } On this 10th day of June, A.D. 1942, before me, the
} SS. undersigned L. H. Henderson a Notary Public, duly
BOX BUTTE COUNTY } commissioned and qualified for and residing in said
county, personally came James H. Boyer and Jennie E.
Boyer, his wife, to me known to be the identical persons
whose names are affixed to the foregoing instrument as grantors and acknowledged the
same to be their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

"L. H. Henderson "
"Notarial Seal "
"Commission Expires "
"Oct. 5, 1945 "
"Box Butte County, "
"Nebraska "

L. H. HENDERSON
Notary Public.

My Commission expires the 5th day of October, 1945.

Letter of Engagement



GARY BRANDT, MAI, CCIM · PO BOX 71 · SCOTTSBLUFF, NE 69363-0079 · GARY@BRANDTAPPRAISAL.COM · (308) 632-7228

January 25, 2022

Seth Sorensen
City Manager
324 Laramie Avenue
P.O. Box D
Alliance, NE

Re: Two Appraisals
Sky View Golf Course &
Land Surrounding Golf Course
Alliance, NE

Mr. Sorenson:

This letter will confirm our conversation regarding an appraisal for the above-referenced properties. I understand you need appraisals to establish the market value in fee simple title of the subject properties to comply with Chapter 22 Regulations for the Federal Aviation Administration. The intended users are the City of Alliance and FAA.

We propose to provide you with an electronic copy of an Appraisal Report for each subject property, that will be prepared in conformity with, and subject to the Uniform Standards for Federal Land Acquisitions (Yellow Book), the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute, the Appraisal Foundation, Nebraska and Wyoming Appraiser Boards.

In order, to expedite this appraisal, it would be helpful if you could furnish us with the following items for the property to be appraised:

- ☐ NA Taxes and Insurance Premiums (Fire Insurance)
- ☒ Legal Description
- ☒ Survey of Existing Site (If Available)
- ☒ Blueprints or building drawings
- ☐ NA Other Pertinent Data (Purchase Agreement, Lease, etc.) - If Available
- ☒ Income and Expense Data (3 Year income and Expense)
- ☐ NA Date of Loss, If Applicable
- ☐ NA Copy of Deed
- ☐ NA Date of death
- ☒ Water Rights, Assessments and Irrigation District
- ☒ Any Environmental Studies or NDEQ information

Based on our present work schedule, we should have the appraisal completed by April 30, 2022. The estimated fee will not exceed \$10,000. A retainer check is requested, in the amount of \$4,500.

Please understand that our appraisal fee and date of delivery could vary depending on 1) when we receive the requested information; 2) if your appraisal needs change materially from the type of work we originally expected to do; or 3) any delays we may encounter in inspecting the property.

If additional time is required for pretrial conferences, negotiation, actual court testimony or additional work, our rate is \$200 per hour.

If payments under this contract are not made when due, all costs of collection, including, but not limited to court costs and reasonable attorney fees, shall be paid by the client, together with a late charge of 1.5% per month from the due date until paid.

To authorize us to proceed, please sign and return one copy of this letter to **Brandt Appraisal Co., Inc., P.O. Box 71, Scottsbluff, Nebraska, 69363** for regular mail. If a retainer check is not requested, please email the signed letter back to brandtappraisal@aol.com. If a retainer check is requested, to overnight the check, my physical address is 1116 East 38th Street, Scottsbluff, NE 69361.

Thank you for contacting us for this assignment. If you have any questions, please do not hesitate to call.

Sincerely,



Gary Brandt, MAI, CCIM

Authorized by:


Mr. Seth Sorenson

3/16/22
Date

Qualifications of Appraiser

Gary Brandt

Brandt Appraisal Company, Inc. started business in 1962, founded by Orville Brandt.

President, Brandt Appraisal Company, Inc.

Engaged in the practice of real estate appraising since 1975 to the present.

Professional Designations, Memberships, and Affiliations

MAI, Member Appraisal Institute; Member of the Scotts Bluff County Board of Realtors; State of Nebraska and National Real Estate Association and Certified General Real Estate Appraiser in Nebraska and Wyoming.

Commercial Investment Real Estate Institute

CCIM - Certified Commercial Investment Member, affiliated with the National Association of Realtors

Licensed Real Estate Broker

Nebraska

Education

Loretto Heights College, Denver, Colorado, Bachelor of Arts Degree in Valuation Science. Loretto Heights merged with Regis University.

Appraisal Institute Appraisal Courses

Real Estate Appraisal Principles; Residential Valuation; Uniform Standards of Professional Practices; Basic Valuation Procedures; Capitalization Theory and Techniques, Parts 1, 2 & 3; Case Studies in Real Estate Valuation; Valuation Analysis and Report Writing, & Litigation Valuation.

American Society of Farm Managers and Rural Appraisers

Principles of Rural Appraisal - successfully challenged exam.

Real Estate Courses

Principles and Practices of Real Estate; Real Estate Financing; Real Estate Law; Real Estate Appraising; Real Estate Management; Real Estate Investment; and Commercial Investment Real Estate Institute Courses 101, 102 and 104.

Qualifications of Gary Brandt (continued)

Types of Property

One and multi-family dwellings, condominiums, assisted living, nursing homes, banks, wholesale and retail commercial, gas stations, greenhouses, bowling alleys, rest homes, office buildings, pharmacies, restaurants, mortuaries, motels, campgrounds, packing plants, shopping centers, truck stops, mobile home warehousing, grain elevators, fertilizer plants, manufacturing plants, automobile dealerships, grocery stores, convenience stores, implement dealerships, etc.

Types of Valuation

Market Value, Condemnation, Insurance, Business, Replacement Cost, Loan, Real Estate Tax, Inheritance Tax, Equipment, Investment, 2032A Special-use, Leased Fee, and Leasehold Interests.

Typical Clients

Lenders: Points, West Community bank, Platte Valley Bank, Western States bank, Commercial Federal Savings Bank; U.S. Bank; Platte Valley National Bank; First Federal Lincoln Savings and Loan; First State Bank; Valley Bank and Trust; Bank of Colorado; Citicorp; Key Bank; Western Bank of Cheyenne; Rocky Mountain F.S.B.; Norwest Bank; First Interstate Bank; American National Bank; Wells Fargo Bank; First State Bank of Wheatland; Pinnacle Bank; Wyoming Employees Federal Credit Union; Bank of America; and Security First Bank.

Corporations: Cabela's, Maverik, Inc, Panhandle Cooperative Association, Pay-N-Pak; Union Pacific; Star-Herald Printing Company; Slafter Oil Company; Valley Oil Company; Salomon Brothers, Inc.; United Telephone Company; Burlington Northern Santa Fe; Coors Distributing of Western Nebraska; J.R. Miller Company; Jirdon Industries; Charles Industries; PMS; Case Power and Equipment; J. R. Brewer Tire Co.; Regional West Medical Center; Arks, Inc.; Heilbrun Manufacturing; West Nebraska Claims Service; Lass, Inc.; U.S. West; Webber Furniture; Floyd's Sales and Service; Cannon Brothers Ford; Fasset-Nickel Ford and Toyota; Farm Bureau Insurance.

Governmental: Nebraska Department of Roads; City of Scottsbluff; City of Gering; City of Torrington; Villages of Henry and McGrew; City of Sidney; City of Mitchell; Farmers Home Administration; Kimball Airport Authority, State of Nebraska Department of Justice; Small Business Administration; U. S. Department of Transportation; Federal Deposit Insurance Corporation; U. S. Army Corps of Engineers; Resolution Trust Corporation; Nebraska Game and Parks Commissions and Nebraska Department of Aeronautics; Scotts Bluff County Attorney; U.S. Postal Service; Public Service Commission of Wyoming; Nebraska Public Power District; and Laramie County School District.

Attorneys: State of Nebraska Attorney General and various attorneys throughout Nebraska, Wyoming and Colorado, including Pahlke, Smith, Snyder, Pettitt and Eubanks; Meister and Segrist; Reed, King and Shultz; Kovarik, Ellison, Mathis and Weimer, Douglas, Kelly, Ostdiek, Bartels, and Neilan; Bagley, Karpan, Rose & White, L.L.C.

Qualifications of Gary Brandt (continued)

Instructor

Principles of Real Estate Appraising at Western Nebraska Community College, Scottsbluff, Nebraska.

Expert Witness Testimony

Scotts Bluff County District Court

Sheridan County District Court

Box Butte County District Court

TERC Board - Lincoln, Nebraska

BRANDT APPRAISAL COMPANY, INC.

P.O. Box 71

Scottsbluff, Nebraska 69361

Copy of Appraiser's License

State of Nebraska Real Property Appraiser Board



Hereby certifies that: GARY L. BRANDT

BRANDT APPRAISAL CO INC
PO BOX 71
SCOTTSBLUFF, NE 69363-0071

Is credentialed in the State of Nebraska as a:

Certified General Real Property Appraiser

Holding credential number: CG920235

Effective Date: Jan 01, 2022 Expiration Date: Dec 31, 2022

Nebraska Real Property Appraiser Board Director:

A handwritten signature in black ink, reading "Tylor N. Kohy", is written over a horizontal line.

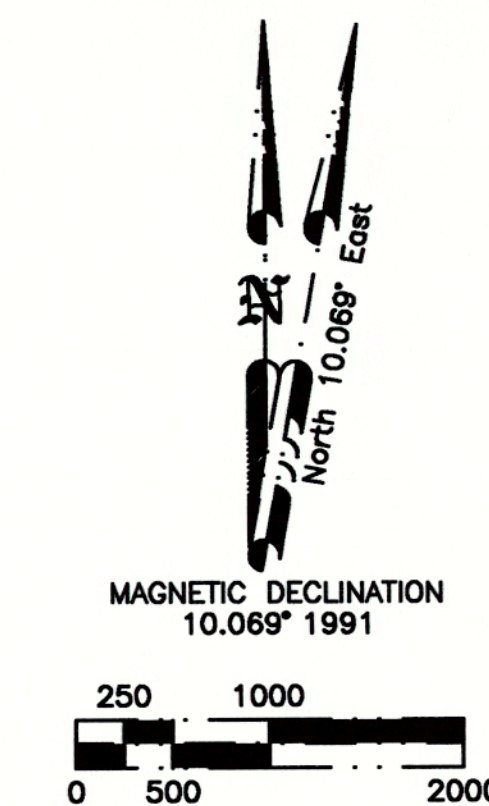
All address changes, business or residence, must be reported to the Real Property Appraiser Board immediately.

This Credentialing Card is proof that such person is credentialed under the Real Property Appraiser Act unless credential has been canceled, surrendered, suspended, or revoked.

Nebraska Real Property Appraiser Board
301 Centennial Mall South, First Floor PO Box 94963
Lincoln, Nebraska 68509-4963
Phone: 402-471-9015 Fax: 402-471-9017 <https://appraiser.ne.gov/>

Administrative Identification Number:	9921-2022	Registration Fee Paid:	\$275.00
Random Fingerprint Audit Program Fee Paid:	\$5.00	Federal Registry Fee Paid:	\$40.00





TOTAL PROPERTY AREA BOUNDARY 4,516± ACRES
TOTAL PROPERTY AREA BOUNDARY LENGTH - 69,320± L.F.

GENERAL LEGEND		
DESCRIPTION	EXISTING	FUTURE
BUILDINGS		
RUNWAY & TAXIWAYS		
FENCE		
CONCRETE REMOVAL AREAS		
ROADS		
TRACT BOUNDARY		
PROPERTY BOUNDARY		

ALLIANCE AIRPORT AUTHORITY					
APPROVAL BLOCK					
4	ALP AS-BUILT	/w		1/08	
	3-31-009--10	/w		1/08	
	3-31-003--11	/w		1/08	
3	ALP AS-BUILT	/ww		10/07	
2	ALP UPDATE	/ww		5/99	
1	ALP UPDATE	/GG		2/92	
NO.	REVISIONS		BY	APP.	DATE

 M. C. SCHAFF AND ASSOCIATES, INC.
818 SOUTH BELTLINE HIGHWAY EAST
SCOTTSBLUFF, NEBRASKA 69361

PROJECT: AS-BUILT AIRPORT LAYOUT PLAN
ALLIANCE MUNICIPAL AIRPORT
ALLIANCE, NEBRASKA
AIRPORT PROPERTY MAP
PREPARED FOR: CITY OF ALLIANCE

Job No.

32-01

DATE:

10-01-01

SCALE:

$$1'' = 1000'$$

DESIGNED BY:

W. W.

Wt Wt
DETAILED

W. W.

W. W.
CHECKED BY:

g. a.

REVISIONS:

SHEET:

11

11

OF 13

Chapter 22. Releases from Federal Obligations

22.1. Introduction. This chapter discusses the laws, regulations, policies, and procedures pertaining to sponsor requests for a release from federal obligations and land use requirements. The FAA Administrator's authority to grant a release depends on the type of obligating document, such as a property conveyance or grant agreement.

Any property, when described as part of an airport in an agreement with the United States or defined by an airport layout plan (ALP) or listed in the Exhibit "A" property map, is considered to be "dedicated" or obligated

property for airport purposes by the terms of the agreement. If any of the property so dedicated is not needed for present or future airport purposes, an amendment to, or a release from, the agreement is required.

In all cases, the benefit to civil aviation is the FAA's prime concern and is represented by various considerations. These include the future growth in operations; capacity of the airport; the interests of aeronautical users and service providers; and the local, regional, and national interests of the airport. It is the responsibility of the FAA airports district offices (ADOs) and regional airports divisions to review the release request and to execute the release document, if appropriate.

22.2. Definition. A "release" is defined as the formal, written authorization discharging and relinquishing the FAA's right to enforce an airport's contractual obligations. In some cases, the release is limited to releasing the sponsor from a particular assurance or federal obligation. In other cases, a release may permit disposal of certain airport property.



The FAA Administrator's authority to grant a release depends on the type of obligating document, such as a property conveyance or grant agreement. It also depends on the type of grant agreement, such as airport planning, noise mitigation, or airport improvement. Furthermore, the timing and circumstance of the particular document affects the Administrator's ability to grant a release. In all cases, the benefit to civil aviation is the FAA's prime concern. (Photo: CAP)

22.3. Duration and Authority. When the duration of the physical useful life of a specific grant improvement ends, the sponsor is automatically released from its federal obligations for that grant without any formal action from the FAA. The physical useful life of such a facility extends to the time it is serviceable and useable with ordinary day-to-day maintenance. However, airport land acquired with federal assistance under the Airport Improvement Program (AIP) and/or conveyed as surplus or nonsurplus property is federally obligated in perpetuity (forever).

The Administrator has delegated to ADOs and regional offices the authority to release, modify, or amend assurances of individual sponsor agreements under specific circumstances as prescribed in this chapter. ADOs and regional airports divisions do not have the authority to modify the list of assurances in a grant agreement. In addition, ADOs do not have the authority to effect a release permitting the abandonment, sale, or disposal of a complete airport. (See Order 1100.5, *FAA Organization - Field*, issued February 6, 1989.)

22.4. FAA Consideration of Releases.

a. General. Within the specific authority conferred upon the FAA Administrator by law, the Administrator will, when requested, consider a release, modification, reform, or amendment of any airport agreement to the extent that such action has the potential to protect, advance, or benefit the public interest in civil aviation. Such action may involve only relief from specific limitations or covenants of an agreement or it may involve a complete and total release that authorizes subsequent disposal of federally obligated airport property. Major considerations in granting approval of a release request include:

- (1). The reasonableness and practicality of the sponsor's request.
- (2). The effect of the request on needed aeronautical facilities.
- (3). The net benefit to civil aviation.
- (4). The compatibility of the proposal with the needs of civil aviation.

Any release having the effect of permitting the abandonment, sale, or disposal of a complete airport must be referred to the Director of Airport Compliance and Field Operations (ACO-1) for approval by the Associate Administrator for the Office of Airports (ARP-1). (See Order 1100.5, *FAA Organization – Field*, issued February 6, 1989.)

b. Types of Federal Obligations. Generally, a sponsor can be federally obligated by the following actions:

- (1). Acceptance of a federal grant for an aeronautical improvement, including land for aeronautical use. Property listed on the Exhibit “A” of a grant agreement is obligated, regardless of how it was acquired or its purpose.
- (2). Acceptance of a conveyance of federal land.

(3). Federal grants for a military airport program (MAP), for noise, and for planning. Planning grants contain a limited list of assurances and do not impose all of the obligations of a development grant.

(4). Acquisition of property with airport revenue, regardless of whether the property is on the Exhibit "A" or ALP.

(5). Designation of property for aeronautical purposes on an ALP. Once designated for aeronautical use, the property may not be used for nonaeronautical purposes without FAA approval.

c. Types of Release Requests. Various conditions and circumstances can affect the manner and degree of sponsor federal obligations and the procedures for release from these obligations. A sponsor can request different kinds and degrees of release, including the following general categories:

(1). Change in the use, operation, or designation of on-airport property.

(2). Release and removal of airport dedicated real or personal property or facilities for disposal and/or removal from airport dedicated use.

22.5. Request for Concurrent Use of Aeronautical Property for Other Uses.

If aeronautical land is to remain in use for its primary aeronautical purpose but also be used for a compatible revenue-producing nonaeronautical purpose, no formal release request is required. This is considered a concurrent use of aeronautical property and requires FAA approval. Aeronautical property may be used for a compatible nonaviation purpose while at the same time serving the primary purpose for which it was acquired. For example,



The FAA will consider releases from federal obligations, changes in use, and changes in designation according to the types of release requests in connection with the various federal obligations. In some cases, FAA's approval of a change in use is not a release of a specific federal obligation. Rather, it may represent FAA's concurrence with a sponsor's proposed change in use to eliminate any potential impact on a general federal obligation to provide aeronautical access and to operate and maintain infrastructure. For example, the FAA should not release property on the approach end of a runway if this results in a structure or construction that would impact the airport. As shown here, the highway on the lower left corner of the photograph has resulted in an extensive displaced threshold, diminishing the utility of the airport. (Photo: CAP)

there may be concurrent use of runway clear zone land and low growing crops to generate revenue.

Airport sponsors considering requests to use airport land for recreational purposes who are planning future airport development projects should assess potential applicability of section 4(f) of the Department of Transportation Act of 1966 (49 United States Code (U.S.C.) § 303).^{49 50}

Airport sponsors considering requests to use airport land for recreational purposes who are planning future airport development projects should assess potential applicability of section 4(f) of the Department of Transportation Act of 1966 (49 U.S.C., recodified at section § 303).

a. Surplus Property Land and Concurrent Use. In some cases, surplus property land is designated as aeronautical use by its transfer documents. If so, a sponsor must request a release of its federal obligation to use such land for aeronautical purposes if it wishes to use it for nonaeronautical purposes exclusively. However, if the sponsor will continue to use the land for its primary aeronautical function, then a compatible nonaeronautical use could be considered a concurrent use. Such a concurrent use would not require a release from the surplus property requirement.

The FAA should review such concurrent use to ensure it is compatible with the primary aeronautical use of the surplus property land. FAA should also confirm that nonaeronautical use does not prevent the use of the land for needed aeronautical support purposes. Surplus property designated for aeronautical use should not be approved for concurrent nonaeronautical use if such use degrades – or potentially degrades – the aeronautical utility of the parcels in question.

b. Grant Land and Concurrent Use. Land purchased pursuant to an FAA grant is presumed to be in pursuit of an aeronautical purpose. However, some grant land may be suitable for concurrent use. Requests to use grant land for concurrent use should be approved by FAA. This consent can be in the form of an amendment to an ALP. Grant land may be used for a compatible nonaviation purpose while at the same time serving the primary purpose for which it was acquired.

⁴⁹ Department of Transportation (DOT) Section 4(f) property refers to publicly owned land of a public park, recreation area, wildlife or waterfowl refuge, or historic site of national, state, or local significance. It also applies to those portions of federally designated Wild and Scenic Rivers that are otherwise eligible as historic sites or that are publicly owned and function as – or are designated in a management plan as – a significant park, recreation area, or wildlife and waterfowl refuge. (See 49 U.S.C. § 303.)

⁵⁰ See 23 CFR § 774.11(g) and FHWA and FTA Final Rule; Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites, 73 F.R. 13368-01, March 12, 2008 (Interpreting DOT Section 4(f) not to apply to temporary use of airport property.)

As with surplus property, grant land designated for aeronautical use should not be approved for concurrent nonaeronautical use if such use degrades – or potentially degrades – the aeronautical utility of the parcels in question.

22.6. Request for Interim Use of Aeronautical Property for Other Uses. The ADOs and regional airports divisions may consent to the interim use (not more than five (5) years) for nonaviation purposes of dedicated aeronautical land. This is the case whether or not the land was acquired with grant funds, is surplus property, or is otherwise dedicated for aeronautical use. A request for a use that would exceed three (3) years should be subject to concurrent use guidelines. FAA approval shall not be granted if the FAA determines that an aeronautical demand is likely to exist within the period of the proposed interim use.

Aeronautical demand might be demonstrated by the existence of a qualified aeronautical service provider expressing interest in such property for aeronautical use, or by projected growth in airport operations. Interim use should not be incompatible with current or foreseen aeronautical use of the property in question or other airport property. If the land in question is grant land, FAA consent or approval must be based on a determination that the property as a whole has not ceased to be used or needed for airport purposes within the meaning of the applicable statute.

Interim use represents a temporary arrangement for the use of airport land for nonaeronautical purposes. Therefore, it must be anticipated that the interim use will end and the land will be returned to aeronautical use. If a proposed nonaeronautical use will involve granting a long-term lease or constructing capital improvements, it will be difficult – if not impossible – to recover the land on short notice if it is needed for aeronautical purposes. Such a use is not interim and should not be treated as such. Therefore, interim use should not be approved if the proposed use will prevent the land from being recovered on short notice for airport purposes. Interim use proposals should be carefully evaluated to ensure that what is being proposed as a temporary arrangement is not really a long-term or permanent change in land use.

The ADOs and regional airports divisions may consent to the interim use of dedicated aeronautical property for nonaviation purposes. Regardless of how the property was acquired, these FAA offices have the authority to decide whether the airport may use such property for nonaeronautical purposes or not.

22.7. Release of Federal Maintenance Obligation. A partial release may be granted to an airport sponsor to remove the obligation to maintain specific areas of the airport pursuant to Grant Assurance 19an, *Operation and Maintenance*. Such circumstance would occur when airport facilities are no longer needed for civil aviation requirements. It is unlikely that a total release would be granted under the circumstances. Note that a release from the maintenance obligation is not a release from all the terms of Grant Assurance 19 since many of the obligations in that assurance apply to the airport as a whole.

a. Other Terms. A release of the federal maintenance obligation does not constitute a release of the land from other applicable terms and conditions or covenants with the applicable compliance agreements. The most common example of such a release is when airport sponsors request the FAA to release a particular parcel of land or facility from the federal obligation dedicating it to aeronautical use. This, in turn, may permit revenue producing nonaeronautical use of the parcel. The same result can be obtained without a formal maintenance obligation release, simply by approving a change to the ALP showing the parcel in question as nonaeronautical.

b. Unsafe. When it becomes unsafe for aeronautical purposes, the airport sponsor may have to discontinue an aviation use (i.e., a dilapidated taxiway). FAA's Flight Standards office should be involved in all matters related to decisions dealing with, or relying upon, a safety assessment. If the airport sponsor no longer requires the use of the runway, it must seek a release from Grant Assurance 19, *Operation and Maintenance*.

22.8. Industrial Use Changes.

Certain surplus property restrictions prohibiting the use of the property as an industrial plant, factory, or similar facility have been repealed by Public Law (P.L.) No. 81-311. The FAA will issue the releases or corrections to eliminate restrictions that may have been repealed or modified by laws, such as these industrial use restrictions.

22.9. Release of National Emergency Use Provision (NEUP).

a. General. Practically all War Assets Administration (WAA) Regulation 16 and P.L. No. 80-289 instruments of disposal of real and related personal property also contain the National Emergency Use Provision (NEUP). Under this provision, the United States has the right to make exclusive or nonexclusive use of the airport or any portion thereof during a war or national emergency. This provision is similar in all such instruments.



A request for release of the NEUP should be limited to parcels that are no longer needed for aviation purposes. The NEUP represents the U.S. Government's interest and ability to reactivate an airport as a military facility in case of war or national emergency. This provision has been used several times. One example is the former Naval Air Station (NAS) Miami, which in 1952 was reactivated as a Marine Corps Air Station during the Korean War. The Navy Department took over the facility from its civilian sponsor from 1952 through 1958, after which it was returned to civilian control. In other cases, old World War II installations decommissioned after the War were never reactivated. Since many had excessive parcels of land, such as the one depicted here, the FAA has granted several releases for disposal over the years and, if permitted by DoD, released the NEUP as well. (Photo: USAF)

(See a sample NEUP legal description and release request at the end of this chapter.)

b. Procedures. The FAA may grant a release from this provision, which is often referred to as the recapture clause. When requesting a release of the NEUP clause, the airport sponsor must provide the FAA with adequate information, including property drawings and property description, in duplicate. However, the concurrence of the Chairman of the Department of Defense (DoD) Airports Subgroup Office [HQ USAF/XOO-CA, 1480 Air Force Pentagon, Room 4D1010, Washington DC 20330-1480] is also required. FAA must make the request to DoD.

The FAA regional airports division will forward the documentation required to the FAA headquarters Airport Compliance Division (ACO-100). If approved, ACO-100 will then request DoD's concurrence. Upon receipt of DoD concurrence, ACO-100 will forward the determination to the FAA regional airports division for release of the NEUP.

The FAA regional airports division must provide a copy of the release instrument to the appropriate Army Corps of Engineers District Engineer's office. The FAA will not approve a request for release of the NEUP involving the whole airport. In addition, DoD generally does not concur with a request for release of the NEUP if the release involves actual runways, taxiways, or aprons. A request for release of the NEUP should be limited to parcels that are no longer needed for aviation purposes.

The NEUP represents the U.S. Government's interest in and ability to reactivate an airport as a military facility in case of war or national emergency. This provision has been used several times. One example is the former Naval Air Station (NAS) Miami, which in 1952 was reactivated as a Marine Corps Air Station during the Korean War. The Navy Department took over the facility from its civilian sponsor from 1952 and 1958, after which it was returned to civilian control.

In other cases, old World War II installations decommissioned after the war were never reactivated. Since many had excessive parcels of land, the FAA granted several releases for disposal over the years and, when permitted by DoD, released the NEUP as well.

22.10. Release from Federal Obligation to Furnish Space or Land without Charge. FAA may release a sponsor from Grant Assurance 28, *Land for Federal Facilities*. Before granting this release, the ADO or regional airports division should evaluate all pertinent facts and circumstances and obtain concurrence from other offices within the FAA such as Air Traffic and Airways Facilities, the National Oceanic and Atmospheric Administration (NOAA), or other interested and qualified federal entities. The office may accomplish the release either by discharging the sponsor from the assurance or through an amendment to the grant agreement.

22.11. Release of Reverter Clause. In order to promote appropriate private investment in airport facilities, the sponsors of surplus property may seek to remove a provision giving the United States the option to revert title to itself in the event of default of the sponsor to the conditions of its surplus property federal obligations. This reverter clause is an important remedy intended to be reserved to the United States Government; it will not normally be released

and the ADOs cannot grant such a release. Any such proposal to release the sponsor from the reverter clause shall be referred to ACO-1 for consideration.

22.12. Exclusive Rights Federal Obligations cannot be Released without Release and Disposal of the Parcel or Closure of Airport. Any airport that has received federal assistance is subject to the exclusive rights provision discussed in chapter 8 of this Order, *Exclusive Rights*. This federal obligation exists for as long as the airport is used as an airport. Therefore, there is no provision for a release from this federal obligation without disposal of the parcel involved or disposal of the entire airport.

22.13. Federal Obligations Imposed with the Airport Layout Plan and Exhibit “A.” A sponsor has a federal obligation to maintain an up-to-date ALP and is required to present an accurate Exhibit “A” upon the execution of a federal grant. The sponsor is required to continue developing the airport according to the approved land uses associated with those documents and in accordance with proposed changes submitted to the ADO or regional airports division for consideration, documentation, and approval.

22.14. Procedures for Operational Releases or Requests for Change in Use. For releases other than land, the sponsor must begin with a formal request signed by an authorized official. Although a specific format is not required, the request should include the following:

- a. Affected agreement(s)/ federal agreements.
- b. Modification requested.
- c. Need for the modification.
- d. Facts and circumstances that justify the request.
- e. State and local law pertinent to the document.
- f. Description of facilities involved.
- g. Source of funds for the facility’s original acquisition.
- h. Present condition of facilities.
- i. Present use of facilities.

22.15. Release of Federal Obligations in Regard to Personal Property, Structures, and Facilities. Personal property, structures, and facilities may have been acquired through a federal surplus property conveyance, a federal grant, or through purchase with airport revenue. Personal property, structures, or facilities acquired with federal assistance require a release or federal procedure. Personal property, structures, or facilities acquired through nonfederal sources and not using airport revenue do not require a release or federal procedure. Nonetheless, these items of personal property, structures, or facilities should be considered assets of the airport account.

a. Surplus Property Releases of Personal Property, Structures, and Facilities. Surplus airport property falling into the categories of personal property, structures, and facilities may be released from all inventory accountability (whether or not the airport at which they are located is included in chapter 13, *Civil Airports Required by Department of Defense for National*

Emergency Use, of FAA Order 5190.2R, *List of Public Airports Affected by Agreements with the Federal Government*) when it has been determined that such property acquired with federal funds:

- (1). Is beyond its useful life;
- (2). Has deteriorated beyond economical repair or rehabilitation;
- (3). Is no longer needed;
- (4). Has been replaced;
- (5). Is to be traded to obtain similar or other property needed for the airport;
- (6). Has been destroyed or lost by fire or other uncontrollable cause and the ensured value, if any, has been credited to the airport fund; or
- (7). Has been, or should be, removed or relocated to permit needed airport improvement or expansion, including salvage or other use, elsewhere on an airport.

b. Abandonment, Demolition, or Conversion of Grant Funded Improvements. The FAA may grant a release that permits the sponsor to abandon, demolish, or convert property (other than land) before the designated useful life expires. The ADO or regional airports division may grant the release when any of the following apply:

- The facility is no longer needed for the purpose for which it was developed.
- Normal maintenance will no longer sustain the facility's serviceability.
- The facility requires major reconstruction, rehabilitation, or repair.

c. Disposal of Grant Funded Personal Property. Grant funded personal property should be maintained on the sponsor's inventory for the useful life of the specific equipment. The federal obligation regarding personal property expires with the useful life of the specific piece of property. Should the sponsor desire to dispose of personal property prior to the expiration of its useful life, it should consult with the ADO or regional airports division prior to seeking release from its obligations.

d. Reinvestment of Federal Share. After the FAA has determined that a release of grant funded improvements is appropriate and that the release serves the interest of the public in civil aviation, the FAA may require the sponsor, as a condition of the release, to reimburse the federal government or reinvest in an approved AIP eligible project. The amount to be reimbursed or reinvested is an amount representing the unamortized portion of the useful life of the federal grant remaining at the time the facility will be removed from aeronautical use. Special circumstances involving the involuntary destruction of the improvement or equipment would be an exception. Depreciation of personal property may follow a different formula related to its

useful life or actual value. The FAA will require a specific project or projects and a timeline for completion for reinvestment in a new AIP eligible project.

All land described in a project application and shown on an Exhibit “A” constitutes the airport property federally obligated for compliance under the terms and covenants of a grant agreement. A sponsor is federally obligated to obtain FAA consent to delete any land described and shown on the Exhibit “A.”

22.16. All Disposals of Airport Real Property. All land described in a project application and shown on an Exhibit “A” constitutes the airport’s federally obligated property. A sponsor is federally obligated to obtain FAA consent to delete any land described and shown on the Exhibit “A.”

FAA consent shall be granted only if it is determined that the property is not needed for present or foreseeable public airport purposes. When federally obligated land is deleted, the Exhibit “A” and the approved ALP should be revised as appropriate. Where the action involves the deletion of land not acquired with federal financial assistance, there is no required reimbursement of grant revenues. However all proceeds are treated as airport revenue. Also, the airport account must receive fair market value (FMV) compensation for all deletions of airport real property from the airport (i.e., from Exhibit “A”) even if the sponsor does not sell the property or sells the property below fair market value.



After airport property is released, there are continuing restrictions on the released property. The ADO or regional airports office must include in any deed, lease, or other conveyance of a property interest to others a restriction that (a) prohibits the erection of structures or growth of natural objects that would constitute an obstruction to air navigation, and (b) prohibits any activity on the land that would interfere with, or be a hazard to, the flight of aircraft over the land or to and from the airport, or that interferes with air navigation and communication facilities serving the airport. The photo above, taken from one of Cincinnati Lunken Airport’s runways, illustrates the clear runway safety areas (RSAs) resulting from not permitting the erection of obstacles near runways. (Photo: FAA)

a. Continuing Right of Flight over all Airport Land Disposals. A total release permitting sale or disposal of federally obligated land must specify that the sponsor is obligated to include in any deed, lease, or other conveyance of a property interest to another a reservation assuring the public rights to fly aircraft over the land released and to cause inherent aircraft noise over the land released. The following language must be used:

This is hereby reserved to the (full name of the grantor or lessor), its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein (state whether conveyed or leased). This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from, or operation on the (official airport name).

b. Continuing Restrictions on Released Property. The ADO or regional airports division must include in any deed, lease, or other conveyance of a property interest to others a restriction that:

(1). Prohibits the erection of structures or growth of natural objects that would constitute an obstruction to air navigation.

(2). Prohibits any activity on the land that would interfere with or be a hazard to the flight of aircraft over the land or to and from the airport, or that interferes with air navigation and communication facilities serving the airport. These restrictions are set forth in the instrument of release and identify the applicable height limits above which no structure or growth is permitted. The airport sponsor will compute these limits according to the currently effective FAA criteria as applied to the airport. The ADO, regional airports division, and airport sponsor will not incorporate advisory circulars, design manuals, Federal Aviation Regulations (found in Title 14 Code of Federal Regulations (CFR)), or other such documents by reference in the instruments or releases issued by the FAA in lieu of actual computed limits.

22.17. Release of Federal Obligations in Regard to Real Property Acquired as Federal Surplus Property.

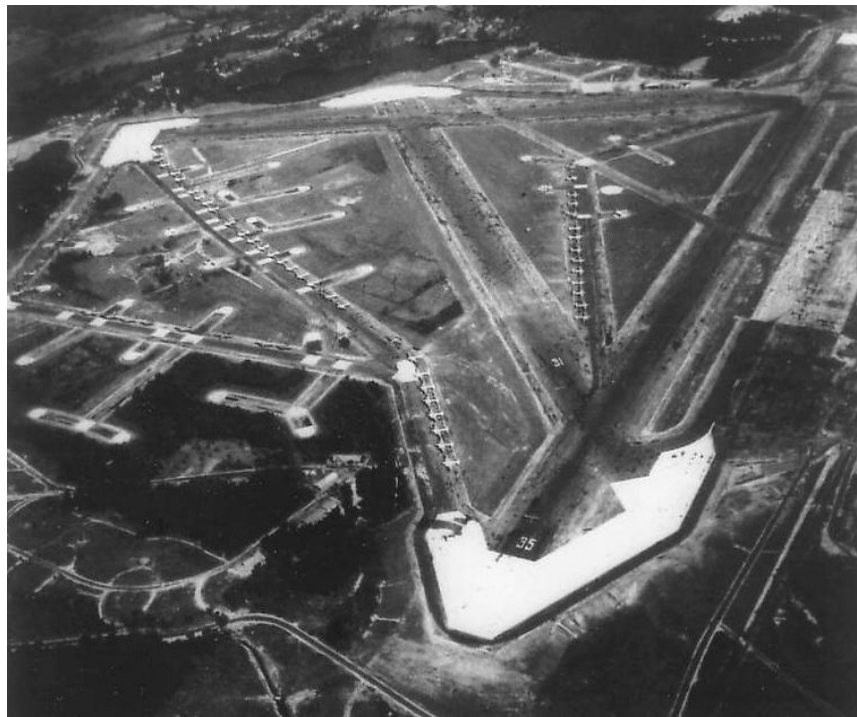
Airport sponsors receive surplus real property in many various sizes and shapes. Often the property is not ideally sized or arranged to serve the evolving needs of the airport. Adjustments can be made that benefit the airport. The airport sponsor must convince the FAA that its plans for the use, and possible disposal, of surplus property benefit the airport.

a. General Policy. A total release permitting the sale and disposal of real property acquired for airport purposes under the Surplus Property Act shall not be granted unless it can be clearly shown that the disposal of such property will benefit civil aviation. If any such property is no longer needed to support an airport purpose or activity directly (including the generation of revenue for the airport), the property may be released for sale or disposal upon a demonstration that such disposal will produce an equal or greater benefit (to the airport or another public airport) than the continued retention of the land.

In no case shall a release be granted unless the FAA determines that the land involved can be disposed of without adversely affecting the development, improvement, operation, or maintenance of the airport where the land is located. Any approved disposal must not be in excess of the present and foreseeable needs of the airport. Such a release has the effect of authorizing the conversion of a real property asset into another form of asset (cash or physical improvements) that better serves the purpose for which the real property was initially conveyed. This objective is not met unless an amount equal to the current fair market value (FMV) of the property is realized as a consequence of the release and such amount is committed to airport purposes.

b. Purpose of Release. The airport owner requesting a release of surplus airport land must identify and support the reason for which the release is requested. One justification of a release could be a showing that the expected net proceeds from the sale of the property at its current market value will be required to finance items of airport development and improvement where that need has been confirmed with FAA concurrence.

The FAA may consider requests for release from sponsors demonstrating that more value may be obtained from a disposal of specific parcels than the retention of those parcels for revenue production under leasing. Such a proposal would need to overcome the preference for holding surplus property land and leasing it for aeronautically compatible purposes that also generate airport revenue. Special care should be applied to ensure that no property that could be used for aeronautical purposes,



In no case shall a release be granted unless the FAA determines that the land involved can be disposed of without adversely affecting the development, improvement, operation, or maintenance of the airport where the land is located. Any approved disposal must be in excess of the present and foreseeable future needs of the airport. Such a release has the effect of authorizing the conversion of a real property asset into another form of asset (cash or physical improvements) that better serves the purpose for which the real property was initially conveyed. Special care should be applied to ensure that no property that could be used for aeronautical purposes, including aeronautical protection, is released. This 1944 photograph of Grenier Field in New Hampshire, which is Manchester Airport today, clearly shows how important it is to apply the release process with caution. Unused land belonging to the base might be released and, over time, incompatible land uses could take hold. Today, Manchester airport is significantly encroached upon. (Photo: USAF)

including aeronautical protection, is released.

c. Determining Fair Market Value. A sale and disposal of airport property for less than its fair market value is inconsistent with the intent of the statute and shall not be authorized. The value to be placed on land for which a release has been requested shall be based on the present appraised value (for its highest and best use) of the land itself and any federal improvements initially conveyed with the property.

In many cases, the original buildings and improvements may have outlived their useful life and a determination may have been made by FAA that no further federal obligation to preserve or maintain them exists. If they have been replaced under such circumstances, or if additional improvements have been added without federal financing, the value of such improvements does not need to be included in the appraisal for purposes of determining the fair market value of the surplus property. However, the value realized from the disposal of any improvement owned by the airport sponsor must be treated as airport revenue.

d. Appraisals. A release authorizing the sale and disposal of airport land shall not be granted unless the fair market value has been supported by at least one independent appraisal report acceptable to the FAA. Appraisals shall be made by an independent and qualified real estate appraiser. The requirement for an appraisal may be waived if the FAA determines that:

(1). The approximate fair market or salvage value of the property released is less than \$25,000;

or

(2). The property released is a utility system to be sold to a utility company and will accommodate the continued airport use and operational requirements;

or

(3). It would be in the public interest to require public advertising and sale to the highest responsible bidder in lieu of appraisals.

e. Application of Proceeds from the Sale of Surplus Real Property. Title 14 CFR Part 155.7(d) requires that any release of airport land for sale or disposal shall be subject to a written commitment of the airport sponsor to receive a fair market value for the property. FAA shall not issue a release without this commitment. Part 155 can be found in Appendix K of this Order.

(1). The net proceeds realized from the sale of surplus property – or the equivalent amount if the property is not sold – must be placed in an identifiable interest bearing account to be used for the purposes listed in (2) below.

(2). The proceeds of sale must be used for one or more of the following purposes as agreed to by FAA and reflected in the supporting documentation for the deed of release:

(a). Eligible items of airport development set forth in the current airport grant program and reflected in the airport's capital improvement program (CIP).

(b). Any aeronautical items of airport development not eligible under the grant program.

(c). Retirement of airport bonds that are secured by pledges of airport revenue, including repayment of loans from other federal agencies.

(d). Development of common use facilities, utilities, and other improvements on dedicated revenue production property that clearly enhances the revenue production capabilities of the property.

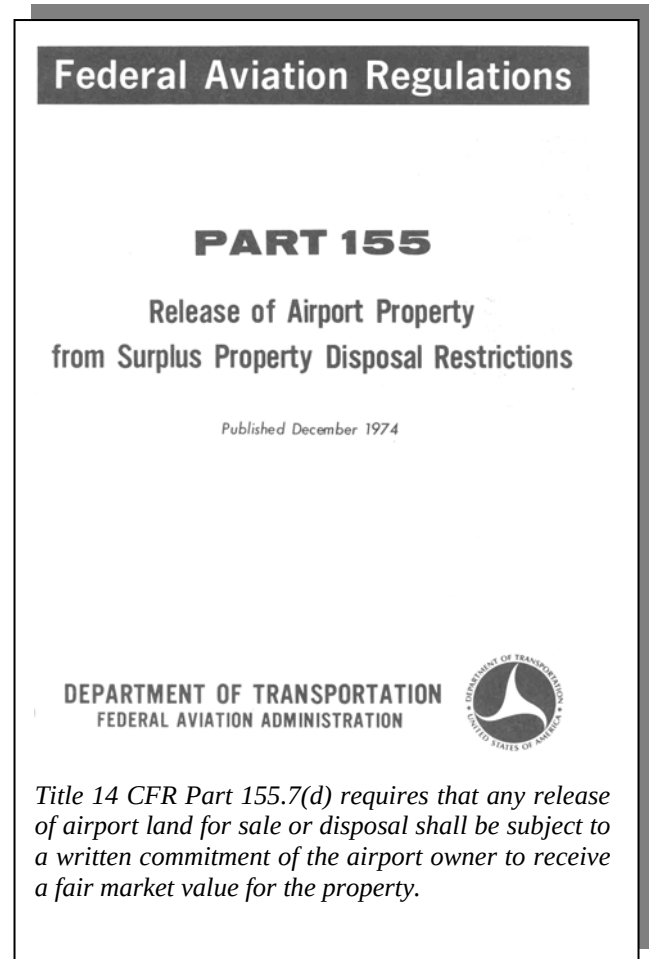
(3). All aeronautical improvements funded by the proceeds of sale will be accomplished in accordance with current applicable FAA design criteria or such state standards as have been approved by the FAA.

(4). Any interest earned by the account holding the proceeds of sale may be used for the operating and maintenance of the aeronautical portion of the airport or to enhance the revenue producing capability of the aeronautical activities at the airport.

22.18. Release of Federal Obligations in Regard to Real Property Acquired with Federal Grant Assistance.

The FAA grants funds for the purchase of real property for aeronautical use. Over time, however, such acquisitions may result in parcels that are no longer needed for aeronautical use. A sponsor may then (a) be released by FAA from the responsibility to maintain a grant-acquired parcel for its originally intended aeronautical use (making it available for nonaeronautical use to generate airport revenue), (b) be released by FAA to use the parcel for a concurrent or interim nonaeronautical use to generate airport revenue, or (c) be released by FAA to dispose of the parcel at fair market value.

Also, grant-acquired real property can be exchanged for other property not held by the sponsor but that serves an airport purpose more effectively than the originally acquired parcel. However, a grant land swap cannot result in a net loss in the value of the federal interest in the grant land.



Federal obligations of the grant land should be formally released and transferred to the new parcel.

22.19. Effect of not Receiving or Receiving a Grant after December 30, 1987.

a. Not Receiving a Grant after December 30, 1987.

(1). Applicability. This paragraph is applicable to any request for release for sale or disposal of any airport land acquired with funds from the Federal Aid to Airports Program (FAAP), the Airport Development Aid Program (ADAP), or the Airport Improvement Program (AIP) and where the sponsor has not received additional grants after December 30, 1987. A sponsor's request must assure that the federal government shall be reimbursed or the federal share of the net proceeds will be reinvested (a) in the airport, (b) in a replacement airport, or (c) in another operating public airport.

(2). Reimbursement. The requirement for reimbursement shall apply only where there is no alternative to invest in a replacement or operating public airport owned or to be owned by the sponsor. However, the sponsor may elect to reinvest the federal share of the net proceeds in any other grant-obligated public airport by contract between the respective airport owners with FAA concurrence. FAA concurrence in such a contract is contingent upon such funds being used for grant-eligible airport development. Except where the grant agreement specifically provides otherwise (by special condition), the amount to be reimbursed shall be the amount of the federal share of the grant times the net proceeds from sale of the property at its current fair market value.

(3). Reinvestment. Reinvestment of the total net proceeds (both federal and sponsor share) is required if the sponsor continues to own or control – or will own or control – a public airport or a replacement public airport. Reinvestment shall be accomplished within five (5) years (or a timeframe satisfactory to the FAA Administrator) for specified items of airport improvement in the order of priority established for releases of surplus airport property in paragraph 22.17.e above.

Unlike surplus property, the purposes for which land was acquired under FAAP/ADAP/AIP did not include nonaeronautical income production. If reinvestment cannot be accomplished within five (5) years or if the net proceeds derived exceed the cost of grant-eligible airport development, reimbursement of the remaining share will be required.

b. Receiving a Grant after December 30, 1987.

(1). Land for Airport Purposes (Other than Noise Compatibility Purposes). A sponsor entering into a grant after December 30, 1987, under the Airport and Airway Improvement Act of 1982 (AAIA), as amended by the Airport and Airway Safety and Capacity Expansion Act of 1987 (1987 Airport Act), is to dispose of land at fair market value when the land is no longer needed for airport purposes. This also applies to land purchased under FAAP/ADAP/AIP after December 30, 1987. The federal share of the sale proceeds of the land is to be deposited into the Trust Fund. The sponsor will retain or reserve an interest in the land to ensure it will be used only for purposes compatible with the airport.

(2). Land for Noise Compatibility Purposes.

A sponsor entering into a grant after December 30, 1987, under the AAIA, as amended by the 1987 Airport Act, will dispose of noise land at fair market value when the land is no longer needed for noise compatibility purposes. This also applies to land purchased under FAAP/ADAP/AIP. An interest or right shall be reserved in the land to ensure it will be used only for purposes that are compatible with the noise levels generated by aircraft. The portion of the disposal proceeds that represent the federal government's share is to be reinvested in another approved noise compatibility project, reinvested in an approved airport development project or deposited into the Trust Fund. Disposal of noise land



For a request to release an entire airport that is to be replaced by another new or existing airport, the general policy is to treat the proposal as a trade-in of the land and facilities developed with federal aid at the old airport toward the acquisition and development of better facilities at the new airport. (Photo: FAA)

may be by sale, long-term lease, or exchange. (See Program Guidance Letter (PGL) 08-2, Management of Acquired Noise Land: Inventory – Reuse – Disposal, dated February 8, 2008, updated March 26, 2009 (available on the FAA web site).

22.20. Release of Entire Airport.

a. Approval Authority. The FAA Associate Administrator for Airports (ARP-1) is the FAA approving official for a sponsor's request to be released from its federal obligations for the purpose of abandoning or disposing of an entire airport before disposal can occur. That authority is not delegated. A copy of the sponsor's request, including related exhibits and documents, and a copy of the FAA Airports regional statement supporting and justifying the proposed action shall be provided to ARP-1.

b. Replacement Airport. In the instance of a disposal of an entire airport that is to be replaced by a new or replacement airport, the general policy is to treat the proposal as a trade-in of the land and facilities developed with federal aid at the old airport for the acquisition and development of better facilities at a new or replacement airport.

Release under these circumstances is contingent upon transferring federal grant obligations to the new or replacement airport. The release would become effective upon the transfer of the federal grant obligations to the new airport, when the new airport becomes operational. Development costs for the new airport in excess of the value from the disposal of the old airport would be eligible for AIP assistance. In these circumstances, the availability of a new and better airport is the basis for determining that the old one is no longer needed and that its useful life has expired. The original grant agreement is then terminated with the transfer of the grant obligations. (See Appendix T of this Order, *Sample FAA Letter on Replacement Airport*, regarding replacement airport.)

22.21. Procedures for the Application, Consideration, and Resolution of Release Requests.

The ADO or regional airports division will base its decision to release, modify, reform, or amend an airport agreement on the procedures and guidelines outlined in this chapter and on the specific factors pertinent to the type of agreement and the release requested.

22.22 General Documentation Procedures. The sponsor's proposed release, modification, reformation, or amendment is a material alteration of its contractual relationship with the FAA. If approved, the results may have a substantial impact on the service that the sponsor provides to the aeronautical public. Accordingly, the ADOs and regional airports divisions must fully document all such actions to include the following:

- a. A complete description of the airport sponsor's federal obligations, including grant history, surplus property received, reference to appropriate planning documents (Exhibit "A" or ALP) with notations on additional land holdings and land use.
- b. A complete description of all terms, conditions, and federal obligations that may need to be modified in order to achieve the result requested by the sponsor.
- c. The sponsor's justification for release, modification, reformation, or amendment.
- d. The ADO or regional office's determination for public notice and comment or documentation of the notice and a summary of comments received.
- e. The ADO or regional office's preliminary determination on the request.
- f. The endorsement of the FAA official authorized to grant the request.

22.23. Airport Sponsor Request for Release. The sponsor must submit its request for release, modification, reformation, or amendment in writing signed by a duly authorized official of the sponsor. Normally, the sponsor submits an original request and supporting material to the ADO or regional airports division. If the FAA or other federal agencies require it, the sponsor may need to submit additional copies of the request and supporting material to headquarters offices or to the offices of other federal agencies.

22.24. Content of Written Requests for Release. Although no special format is required, the sponsor must make its request specific and indicate, as applicable, the following:

- a. All obligating agreement(s) with the United States.
- b. The type of release or modification requested.
- c. Reasons for requesting the release, modification, reformation or amendment.
- d. The expected use or disposition of the property or facilities.
- e. The facts and circumstances that justify the request.
- f. The requirements of state or local law, which the ADO or regional office will include in the language of the approval document if it consents to, or grants, the request.
- g. The involved property or facilities.
- h. A description of how the sponsor acquired or obtained the property.
- i. The present condition and present use of any property or facilities involved.

22.25. Content of Request for Written Release for Disposal. In addition to the above, the sponsor must include the following in its request for release involving disposal of capital items:

- a. The fair market value of the property.
- b. Proceeds expected from the disposal of the property and the expected use of the revenues derived.
- c. A comparison of the relative advantage or benefit to the airport from the sale of the property as opposed to retention for rental income.
- d. Provision for reimbursing the airport account for the fair market value of the property if the property is not going to be sold upon release, for example, if the municipality intends to use it for a new city office building or sports complex.
- e. A description of any intangible benefits the airport will realize from the release. The sponsor may submit a plan substantiating a claim of intangible benefits to the airport accruing from the release, the amount attributed to the intangible benefits, and the merit of applying the intangible benefits as an offset against the fair market value of the property to be released.

NOTE: Only benefits to the airport may be cited as justification for the release, whether tangible or intangible. The nonaviation interest of the sponsor or the local community – such as making land available for economic development – does not constitute an airport benefit that can be considered in justifying a release and disposal.

The nonaviation interest of the sponsor or the local community does not constitute an airport benefit that can be considered in justifying a release and disposal.

22.26. Exhibits to the Written Request for Release.

a. Drawings. The sponsor must attach to each copy of the request scaled drawings showing all airport property and airport facilities that are currently federally obligated by agreements with the United States. The sponsor should attach other exhibits supporting or justifying the request, such as maps, photographs, plans, and appraisal reports, as appropriate.

Although desirable, the FAA does not require scaled ALP drawings to support a request for release. If the FAA grants the release, the drawing serves to explain or depict the effect on the airport graphically. The drawings do not serve as the document by which the release is granted, and unless a release has been executed in accordance with the



The reasonableness and practicality of the sponsor's request for release of airport property is related to the necessary aeronautical facilities and the priority of the need. In addition, the evaluation should consider the net benefit to be derived by civil aviation and the compatibility of the proposal with the needs of civil aviation, including the balance of benefits to all users as well as to the public at large. For example, as shown in the photograph above, a request for release of the property where aircraft are parked or where a hangar is located would be denied because the property is serving an aeronautical function. On the other hand, in a case such as the one depicted below, where airport property is separated by a road, the FAA may concur in releasing the property in question for revenue-producing nonaeronautical use provided it generates fair market value for the airport, is not needed for any aeronautical function, and its use is compatible with airport operations. (Photos: FAA)



guidance contained in this chapter, the FAA will not approve any drawing inconsistent with the sponsor's current federal obligations.

b. Height and Data Computations. If the release contemplates change of use or disposal, the sponsor must provide height limit computations to limit the height of fixed objects to ensure navigation and compatible land use. It is essential to prevent an incompatible obstruction to air navigation from being located near the airport on property the airport once owned.

c. Application of Sale Proceeds. If the release action requested would permit a sale or disposal of airport property, the sponsor should provide documentation about the intended use of proceeds and evidence that the proceeds from disposal represent fair market value.

22.27. FAA Evaluation of Sponsor Requests. When the ADOs or regional airports divisions receive a request supported by the appropriate documentation and exhibits, they need to evaluate the total impact of the sponsor's proposal on the airport and the sponsor's federal obligations. This evaluation includes consideration of pertinent factors such as:

a. All of the ways in which the sponsor is federally obligated, both in its operations and its property. This includes specific federal agreements and use obligations.

b. The sponsor's past and present compliance record under all its airport agreements and its actions to make available a safe and usable airport for aeronautical use by the public. If there has been noncompliance, evidence that the sponsor has taken or agreed to take appropriate corrective action.

c. The reasonableness and practicality of the sponsor's request in light of maintaining necessary aeronautical facilities and the priority of the airport in the National Plan of Integrated Airport Systems (NPIAS).

d. The net benefit to be derived by civil aviation and the compatibility of the proposal with the needs of civil aviation, including the balance of benefits to aeronautical users relative to the public at large.

e. Consistency with the guidelines for specific types of releases, as discussed in this chapter.

22.28. FAA Determination on Sponsor Requests. The FAA will not release more property than the sponsor has requested. The statutes, regulations, and policy applicable to the specific types of agreements involved must guide the decision to grant or deny the request based on the evaluation factors. In addition, the FAA must determine if FAA Order 5050.4B *National Environmental Policy Act (NEPA) Implementing Instructions for Airport Projects*, requires an environmental review procedure. Further, it must be determined if one of the following conditions exists:

a. The public purpose for which an agreement or a term, condition, or covenant of an agreement was intended to serve is no longer applicable. The FAA should not construe the omission of an

airport from the NPIAS as a determination that such an airport has ceased to be needed for present or future airport purposes.

b. The release, modification, reformation, or amendment of an applicable agreement will not prevent accomplishment of the public purposes for which the airport or its facilities were federally obligated, and such action is necessary to protect or advance the interest of the United States in civil aviation.

c. The release, modification, reformation, or amendment will federally obligate the sponsor under new terms, conditions, covenants, reservations, or restrictions determined necessary in the public interest and to advance the interests of the United States in civil aviation (such as compatible land use for land that is disposed of).

d. The release, modification, reformation, or amendment will conform the rights and federal obligations of the sponsor to the statutes of the United States and the intent of the Congress, consistent with applicable law.

22.29. FAA Completion of Action on Sponsor Requests. The ADO or regional airports division will advise the sponsor that its request is granted or denied. It will also indicate if special conditions, qualifications, or restrictions apply to the approval. The approving FAA office may issue a letter of intent to approve the request in advance of the actual release, at the request of the sponsor.⁵¹ (See also section 22.32 of this chapter, *FAA Consent by Letter of Intent to Release – Basis for Use.*)

a. FAA Approval Action. If FAA approves the request or an acceptable modification of the request, the ADO or regional airports division will prepare the necessary instruments or documents. The ADO or regional airports division will initiate parallel action to amend all related FAA documents (i.e., NPIAS, ALP, Exhibit “A,” and FAA Form 5010, *Airport Master Record*) as required to achieve consistency with the release. The sponsor must thereafter provide the ADO or regional airports division with any acknowledgment or copies of executed instruments or documents as required for FAA record purposes.

b. Content of Release Document. The formal release will cite the agreements affected and identify specific areas or facilities involved. The ADO or regional airports division will notify the sponsor of the binding effect of the revised federal obligations.

22.30. FAA Denial of Release or Modification. When the ADO or regional airports division determines that the request is contrary to the public interest and therefore cannot grant the request, it will advise the airport sponsor in writing of the denial.

⁵¹ All such letters of intent should cite any specific understandings reached by the ADO and airport sponsor.

22.31. Procedures for Public Notice for a Change in Use of Aeronautical Property.

a. Summary. This section sets forth FAA guidance for public notice of the agency's intent to release aeronautical property or facilities from federal obligations under the grant assurances and surplus property agreements.

Section 125 of *The Wendell H. Ford Aviation Investment and Reform Act for the 21st Century* (AIR-21) requires the FAA to provide an opportunity for public notice and comment prior to the "waiver" or "modification" of a sponsor's federal obligation to use certain airport land for nonaeronautical purposes.

b. Responsibilities. The ADOs or regional airports divisions are responsible for complying with the requirements of the statute and policy guidance governing the notice and release of aeronautical property.

c. Authority. Section 125 of AIR-21 has been codified as amendments to 49 U.S.C. §§ 47107(h), 47125, 47151, and 47153.

See a sample *Notification Memo for Federal Register Notice Governing the Notification and Release of Aeronautical Property* and a *Sample Federal Register Notice Governing the Notification and Release of Aeronautical Property* at the end of this chapter.

d. Scope and Applicability. As a matter of policy, the FAA will provide public notice of a proposed release of a sponsor from its federal obligations regarding any land, facilities, and improvements used or depicted on an ALP for aeronautical use where the release would affect the aeronautical use of the property, including certain releases for which notice is not expressly required by section 125 of AIR-21. Public notice requirements apply to release of the following types of property:

(1). Land acquired for an aeronautical purpose (except noise compatibility) with federal assistance in accordance with 49 U.S.C. § 47107(c)(2)(B).

(2). Land (surplus property) provided for aeronautical purpose in accordance with 49 U.S.C. § 47151.

(3). Land conveyances of the United States Government for aeronautical purposes in accordance with 49 U.S.C. § 47125.

(4). Land used as an aircraft movement area with federally financed airport improvements.

e. Purpose. Airport property becomes federally obligated for airport purposes when an airport sponsor receives federal financial assistance. The FAA land release procedures evaluate the sponsor's request for release of land to the extent that such action will protect, advance, or benefit the public interest in civil aviation or, specifically, the public's investment in the national airport system. Section 125 of AIR-21 requires the FAA to solicit and consider public comment as a part of the agency's decision making on a sponsor's request for release.

f. Procedures. At least 30 days prior to the agency's determination of an airport sponsor's request to release aeronautical property or facilities, notice must be published in the *Federal Register* to afford the public an opportunity to comment. Public notice is also an opportunity for the FAA to obtain additional information as a part of its evaluation of the airport sponsor's request. It allows the FAA to take public comment into account in the agency's decision making. Public notice is not required for:

- (1). Approval of the interim use of airport property on a short-term period, generally not exceeding five (5) years;
- (2). Grant of utility or other types of easements that will have no adverse effect on the aeronautical use of the airport;
- (3). Release of aeronautical property as a part of a major environmental action in which public notice and comment is an integral part of the environment review; or
- (4). Release of noise compatibility land.

22.32. FAA Consent by Letter of Intent to Release – Basis for Use.

a. Use of Letter of Intent. Release and disposal of facilities developed through federal assistance is often necessary to finance replacement facilities. The sponsor may, therefore, request a letter of intent to release even if it is merely to permit the sponsor to determine the market demand for portions of the available airport property proposed for release and disposal.

b. Letter of Intent Contingencies. The ADO or regional airports division may issue such a letter of intent to release if the letter contains appropriate conditions and makes clear that actual release is specifically contingent upon adequate replacement facilities being developed and becoming operable and available for use.

c. Binding Commitment. The letter represents a binding commitment (subject to future appropriations) and an advance decision to release the property once specific conditions have been met. It should be used only when all of the required conditions pertinent to the type of release sought have been met or are specifically made a condition of the pledge contained in the letter of intent. In addition, such a letter should cite any specific understandings reached regarding anticipated problems in achieving the substitution of airport properties (i.e., who pays for relocation of various facilities and equipment and the cost of extinguishing existing leases). The letter should specify a reasonable time limit on the commitment to release. The sample *Letter of Intent to Release Airport Property* at the end of this chapter will assist in drafting such a letter.

22.33. The Environmental Implications of Releases.

a. When a sponsor accepts a federal airport development grant or a conveyance of federal surplus property for airport purposes, the sponsor incurs specific federal obligations with respect to the uses of the property. FAA action is required to release a sponsor from federal obligations in the

event the sponsor desires to sell the airport land. This action is normally categorically excluded, but may require an environmental assessment in accordance with the provisions of chapter 3, "Environmental Action Choices," of FAA Order 5050.4B *National Environmental Policy Act (NEPA) Implementing Instructions for Airport Projects*.

In this case, the assessment shall address the known and immediately foreseeable environmental consequences of the release action. As with other federal actions regarding land, appropriate coordination with federal, state, or local agencies shall be completed for applicable areas of environmental consideration (i.e., historic and archeological site considerations, section 4(f) lands, wetlands, coastal zones, and endangered species).⁵² In such cases, coordination with the State Historic Preservation Officer is required.

b. In making the final determination, the responsible federal official shall consider the effects of covenants that will encumber the title and the extent of federal ability to enforce these covenants subsequent to the release action. The standard conditions of release relative to the right of flight, including the right to make noise from such activity and the prohibition against erection of obstructions or other actions that would interfere with the flight of aircraft over the land released, may be considered as mitigating factors and may be included in environmental assessments when required. When the intended use of released land is consistent with uses described and covered in a prior environmental assessment, the prior data and analysis may be used as input to the present assessment. When the conditions set forth in the applicable sections of FAA Order 5050.4B *National Environmental Policy Act (NEPA) Implementing Instructions for Airport Projects*, apply, a written reevaluation may be used to support the property release.

c. In some cases, another federal agency may be the lead agency responsible for preparing an environmental assessment and environmental impact statement, if required. In these circumstances, the FAA may be a cooperating agency. To support the release action, the FAA may then adopt the environmental document prepared by the other agency in accordance with the provisions of Council of Environmental Quality (CEQ) 1506.3.

d. Long term leases that are not related to aeronautical activities or airport support services have the effect of a release for all practical purposes, and shall be treated the same as a release. Such leases include convenience concessions serving the public such as hotel, ground transportation, food and personal services, and leases that require the FAA's consent for the conversion of aeronautical airport property to revenue-producing nonaeronautical property. Long-term leases are normally those exceeding 25 years.

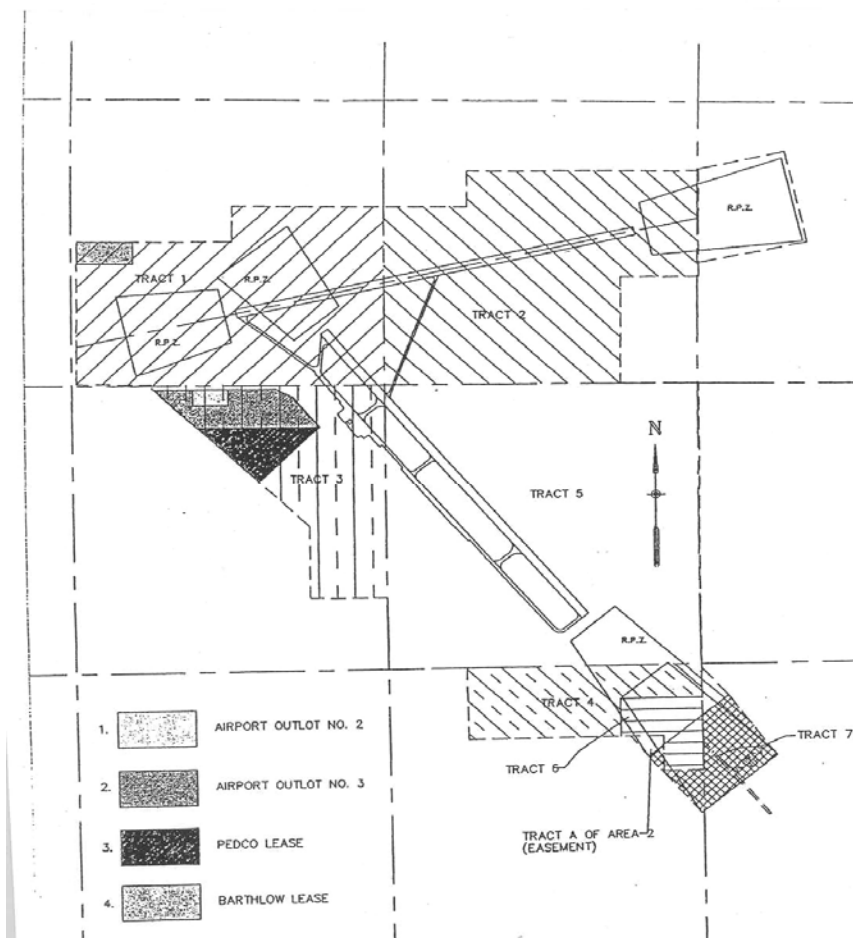
22.34. through 22.37. reserved.

⁵² See FAA Order 5050.4A, *Airport Environmental Handbook*, for additional information.

Sample NEUP Legal Description

Legal Description

1. That portion of Tract 3 of the Pierre Municipal Airport, consisting of the parcels designated as Airport Outlot 2 and Airport Outlot 3, located in the North half (1/2), Section thirty five (35), Township one hundred eleven (111) North, Range seventy nine (79) West, Hughes County, South Dakota.
2. That portion of Tract 3 of the Pierre Municipal Airport, consisting of the parcels designated as the Pedco Lease, described as starting at the southwest corner of "B" Street right of way, the point of beginning; thence south easterly along the south westerly property line of lot 6, Airport outlot 3, extended, a distance of 1441.45 feet; thence north easterly a distance of 1416.11 to the south east corner of "B" street right of way, thence west a distance of 2015.64 feet to the point of beginning.
3. That portion of Tract 1 of the Pierre Municipal Airport, consisting of the parcel designated as the Barthlow lease, located in the north 400 feet of the east 1050 feet of the west 1083 feet of the southwest quarter (1/4) of section twenty six (26), Township one hundred eleven (111) North, Range seventy nine (79) West.



The FAA will not approve a request for release of the National Emergency Use Provision (NEUP) involving the whole airport. In addition, the Department of Defense (DoD) generally does not concur with a request for release of the NEUP that involves actual runways, taxiways, or aprons. A request for release of the NEUP should be limited to parcels that are no longer needed for aviation purposes. Above is a sample visual and legal description of the specific parcels of land to which the release from the NEUP would apply. (Diagram: FAA).

Sample NEUP Release Request

U.S. Department
of Transportation
**Federal Aviation
Administration**

Office of the Associate
Administrator for Airports

800 Independence Ave., SW.
Washington, DC 20591

JUN 23 2006

Mr. Timothy W. Bennett
Chairman, DOD Airports Subgroup
HQ USAF/XOO-CA
1480 Air Force Pentagon, Room 4D1010
Washington, DC 20330-1480

Dear Mr. Bennett:

The Federal Aviation Administration (FAA) has received a request from the Fort Wayne-Allen County Airport Authority (FWACAA) for the release of the National Emergency Use Provision (NEUP) on land at the Fort Wayne International Airport in Fort Wayne, Indiana.

The property containing the Fort Wayne International Airport, formerly known as Baer Army Airfield, was transferred to the city of Fort Wayne (the airport sponsor that later became the FWACAA) under the provisions of Section 13, Public Law 80-289 of the Surplus Property Act of 1944. The transfer document includes the NEUP provision.

As a matter of Policy, the FAA does not request a release from the NEUP for all airport property conveyed. However, we do concur with the release of the NEUP on certain designated parcels of airport property that are not currently required for aeronautical purposes. The subject land for this NEUP release request, approximately 2.44 acres, is not currently required for aeronautical purposes and is needed for the relocation of Indianapolis Road. The FAA concurs with the use of the parcel for non-aeronautical use. The attached property map and legal description depicts the subject parcel.

Consequently, in accordance with Section 7-7(d), Chapter 7, FAA Order 5190.6A *Airport Compliance Requirements*, we request the concurrence of the Department of Defense in the release of the NEUP provision on the tract of property described above and as shown in the attached documents.

Thank you in advance for your consideration. If you have any questions or need further assistance, please contact Mr. Miguel Vasconcelos at (202) 267-8730.

Sincerely,

Charles Erhard, Manager
Airport Compliance Division, AAS-400

Enclosures

Sample DoD Response to FAA NEUP Release Request

DOD
POLICY BOARD
ON FEDERAL AVIATION

THE SECRETARY OF DEFENSE
WASHINGTON DC 20030-1480

HQ USAF/A3O-AA
1480 Air Force Pentagon, Rm 4D1010
Washington DC 20330-1480

14 Jul 06

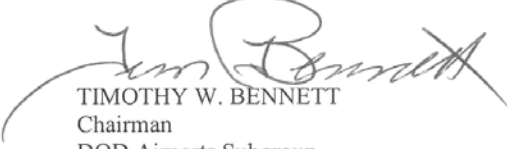
Mr. Charles C. Erhard
Manager, Airport Compliance Division, AAS-400
Federal Aviation Administration
800 Independence Avenue SW
Washington DC 20591

Mr. Erhard

This is in response to your letter of June 23, 2006, requesting the release of approximately 2.44 acres of property at the Fort Wayne International Airport, Indiana from the National Emergency Use Provision (NEUP).

The Airports Subgroup, on behalf of the Department of Defense, concurs with the FAA to release of the NEUP on the designated parcels of airport property that are not currently required for aeronautical purposes (as shown in the attached property map and legal description). A copy of the release instrument must be provided to the appropriate District Corps of Engineers' office.

Sincerely


TIMOTHY W. BENNETT
Chairman
DOD Airports Subgroup

Attachments:

1. Property Map
2. Legal Description



U.S. Department
of Transportation
**Federal Aviation
Administration**

Memorandum

Airports District Office
11677 South Wayne Road
Suite 107
Romulus, MI 48174

Subject: ACTION: Federal Register Notice, Public Notice
for Waiver of Aeronautical Land-Use Assurance
Wood County Regional Airport, Bowling Green, Ohio

Date: July 7, 2004

From: Irene Porter, Manager
Detroit Airports District Office, DET ADO-600

Reply to
Attn. of: Jagiello
734-229-2956

To: Regulations Division, Office of the Chief Counsel, AGC-200
THRU: Manager, Safety/Standards Branch, AGL-620
Regional Counsel, AGL-7

Attached are the original and two (2) copies of the Federal Register notice for Public Notice For Waiver of Aeronautical Land-Use Assurance at Wood County Regional Airport, Bowling Green, Ohio.

This notice is submitted to be docketed by the Regulations Division Staff for publication in the Federal Register.

Please insert the date, which is 30 days after the date of publication in the Federal Register, under "DATES: Comments must be received on or before _____."

Irene Porter

Attachment (3)

cc: AGL-620 w/attachments (for information)
AAS-400 w/attachments (for information) ✓

**Notification Memo for Federal Register Notice Governing the Notification and Release of
Aeronautical Property**

Federal Aviation Administration Public Notice For Waiver Of Aeronautical Land-Use Assurance

Hallock Municipal Airport, Hallock, MN

AGENCY: Federal Aviation Administration, DOT

ACTION: Notice of intent of waiver with respect to land.

SUMMARY: The Federal Aviation Administration (FAA) is considering a proposal to change a portion of the airport from aeronautical use to nonaeronautical use and to authorize the sale and/or conversion of the airport property. The proposal consists of two parcels of land containing a total of 4.18 acres located on the north side of the airport along County Road 13.

These parcels were originally acquired under Grant No. FAAP-01 in 1964. The parcels were acquired for a runway that has since been abandoned and replaced by a new primary runway in a different location. The land comprising these parcels is, therefore, no longer needed for aeronautical purposes and the airport owner wishes to sell a 4.0 acre parcel for an agricultural implement dealership and convert 0.18 acres of another parcel for use as a city wastewater lift station site. The income from the sale/conversion of these parcels will be reinvested in the airport for extending the useful life of the runway pavement.

Approval does not constitute a commitment by the FAA to financially assist in the disposal of the subject airport property nor a determination of eligibility for grant-in-aid funding from the FAA. The disposition of proceeds from the disposal of the airport property will be in accordance with FAA's Policy and Procedures Concerning the Use of Airport Revenue, published in the Federal Register on February 16, 1999. In accordance with section 47107(h) of title 49, United States Code, this notice is required to be published in the *Federal Register* 30 days before modifying the land-use assurance that requires the property to be used for an aeronautical purpose.

DATE: Comments must be received on or before [Insert date which is 30-days after date of publication in the *Federal Register*.]

ADDRESSES: Send comments on this document to Mr. Gordon L. Nelson, Program Manager, Federal Aviation Administration, Minneapolis Airports District Office, 6020 28th Avenue South, Room 102, Minneapolis, MN 55450-2706.

FOR FURTHER INFORMATION CONTACT: Mr. Henry Noel, City Administrator, 163 South 3rd Street, Hallock, MN 56728, telephone (218)843-2737; or Mr. Gordon L. Nelson, Program Manager, Federal Aviation Administration, Minneapolis Airports District Office, 6020 28th Avenue South, Room 102, Minneapolis, MN 55450-2706, telephone (612)713-4358/FAX (612)713-4364. Documents reflecting this FAA action may be reviewed at the above locations.

SUPPLEMENTARY INFORMATION: Following are legal descriptions of the property located in Kittson County, MN: That part of Section 24, T161N, R49W described as follows: Commencing at an iron monument at the NW corner of said Section 24; thence South 89 degrees 40 minutes 33 seconds East, assumed bearing, along the north line of said Section 24 a distance of 2523.77 feet; thence South 27 degrees 29 minutes 58 seconds East, a distance of 33.72 feet to an iron pipe monument; being the point of beginning of the tract to be described; thence North 89 degrees 40 minutes 34 seconds East, parallel with north line of said Section 24 a distance of 400 feet to an iron pipe monument; thence South 22 degrees 18 minutes 25 seconds East, parallel with and 40 feet perpendicular to the westerly right-of-way line of Burlington Northern, Inc. railroad, a distance of 437.34 feet to an iron pipe monument; thence South 67 degrees 41 minutes 37 seconds West 317.57 feet to an iron pipe monument; thence North 27 degrees 29 minutes 58 seconds West 589.49 feet to the point of beginning, containing 4.00 acres, more or less.

That part of the NE1/4 of the NW1/4 of Section 24, T161N, R49W bounded as follows: Beginning on the north line of said Section 24 at a point which lies 557.00 feet west of the northeast corner of the NW1/4 being the point of beginning of the tract to be described; thence South 0 degrees 19 minutes 27 seconds West, assumed bearing, along a line perpendicular to said section line a distance of 172.82 feet; thence North 27 degrees 22 minutes 40 seconds West, a distance of 195.19 feet to the north line of said Section 24, thence South 89 degrees 40 minutes 33 seconds East, a distance of 90.74 feet along the north line of said section back to the point of beginning, containing 0.18 acres, more or less.

Issued in Minneapolis, MN on December 11, 2006

Robert A. Huber
Manager, Minneapolis Airports District Office
FAA, Great Lakes Region

Sample Federal Register Notice Governing the Notification and Release of Aeronautical Property

Sample Letter of Intent to Release Airport Property - Page 1

U.S. Department
of Transportation
**Federal Aviation
Administration**

Detroit Airports District Office
11677 South Wayne Road
Suite 107
Romulus, MI 48174

April 17, 2006

Mr. Kent L. Maurer, Manager
Jackson County- Reynolds Field
3606 Wildwood Avenue
Jackson, Michigan 49202

Dear Mr. Maurer:

Jackson County Airport-Reynolds Field, Jackson, Michigan
Letter of Intent to Release Airport Property (Approximately 68 Acres)
Parcels 15A and 62

This "Letter of Intent to Release Airport Property" is being issued in response to Mr. Chip Kraus' letter, dated May 11, 2005, and supporting documentation requesting the Federal Aviation Administration (FAA) to release the County of Jackson, Michigan (hereinafter referred to as "sponsor") of its obligations to maintain as airport property 2 parcels of land (Parcels 15A and 62). This property is located in the northeast quadrant of the airport as currently depicted in the Airport Layout Plan (ALP) and Exhibit A. This land is to be sold and/or leased for proposed use as commercial development.

The FAA is authorized to grant a release of airport property from disposal restrictions if it is determined that (1) the property to which the release relates no longer serves the purpose for which it was made subject to the terms, conditions, reservations, or restrictions concerned, and (2) the release will not prevent accomplishing the purpose for which the property was made subject to the terms, conditions, reservations, or restrictions, and is necessary to protect or advance the interests of the United States in civil aviation.

The FAA finds that Parcels 15A and 62 are no longer required for current or future public airport purposes, nor would the release thereof prevent the accomplishment of the public airport purpose for which the airport facilities were obligated.

Accordingly, this Letter of Intent represents a decision by the FAA to release Parcels 15A and 62 upon submission and/or consideration of the following conditions:

- a. The County should keep the FAA informed of its timetable for redevelopment of the two parcels. The County shall submit for review detailed information relating to the marketing and proposed use of the property.

- b. If a sale is contemplated, present to FAA a draft sales or lease agreement or agreements the County intends to execute with a prospective buyer/lessee for the property in question and disclose the sale price or rental value to be determined based upon fair-market valuation. You should submit documented evidence (such as a rezoning application and approval) indicating that Parcels 15A and 62 are rezoned in a manner that is compatible with airport operations (for example "non-residential" i.e. C-2) and consistent with Condition a. above.
- c. Federal Aviation Regulation (FAR) Part 77 (recodified as 14 Code of Federal Regulations (CFR) Part 77) surfaces must be adhered to relating to any building, structure, poles, trees, or other object on the property relating to Jackson County Airport-Reynolds Field. The County will retain a right of entry onto the property conveyed to cut, remove, or lower any object, natural or otherwise, of a height in excess of 14 CFR Part 77 surfaces relating to the airport. This public right shall include the right to mark or light as obstructions to air navigation, any and all objects that may at any time project or extend above said surfaces.
- d. A notice consistent with the requirements of 14 CFR Part 77 (FAA Form 7460-1) must be filed prior to constructing any facility, structure, or other item on the property.
- e. The property shall not be used to create electrical interference with communication between the installation upon the airport and aircraft, make it difficult for fliers to distinguish between airport lights and others, impair visibility in the vicinity of the airport, or endanger the landing, taking off, or maneuvering of aircraft.
- f. A right of flight for the passage of aircraft in the airspace above the surface of the property shall be maintained (easement) specifying that any noise inherent in the operation of any aircraft used for navigation shall be allowed.
- g. The property shall not be used to create a potential for attracting birds and other wildlife that may pose a hazard to aircraft in accordance with current FAA guidance.
- h. The Hurd-Marvin Drain has been identified on the southern portion of the subject site on both parcels. Additionally, approximately 5.48 acres of the subject property has been categorized as wetlands. These areas are specifically precluded from any development on, or disturbance of, or impacts to the Hurd-Marvin Drain, or the designated wetlands, unless they comply with the requirements of Executive Order 11990, the Fish and Wildlife Coordination Act, and the National Environmental Policy Act.
- i. The MALSR approach light plane complex and line-of-sight must not be penetrated. In order to protect these surfaces, no objects shall penetrate 14 CFR

Part 77 50:1 approach slope for Runway End 24 on Parcels 15A and 62, as depicted on the attached Figure 2-0. This drawing shall be part of the release documents between you and the prospective buyer(s).

- j. The Middle Marker for Runway End 24 is located approximately 3,275' from Runway End 24, on the extended runway centerline. FAA ingress/egress to this site shall be maintained.
- k. The lease between the County of Jackson, Michigan, and the United States of America dated May 14, 1986 shall be maintained. The lease allows FAA personnel access to Runway 24 MALSR and Middle Marker sites to maintain these NAVAIDs. The ground easements described in the lease relating to Parcels 15A and 62 are shown on the attached Figure 1-0 and shall be maintained. A narrative description of the leased areas for the MALSR and Middle Marker is described in Attachment "A". These documents shall be part of the release documents between you and the prospective buyer(s).
- l. The County will, by agreement with FAA, commit all proceeds from the sale or lease of the property to the development, maintenance and operations of the County airport system, in conformance with the FAA's revenue use policy. The revenue use policy may be accessed at the following web address:

http://www.faa.gov/airports_airtraffic/airports/resources/publications/federal_register_notices/media/obligation_final99.pdf.

Therefore, upon submission of and adherence to the above-mentioned conditions, FAA will approve the release of the property from the applicable terms, conditions, reservations, and restrictions recorded in the grant assurances.

If you need further assistance or have any questions, please contact me at (734) 229-2900.

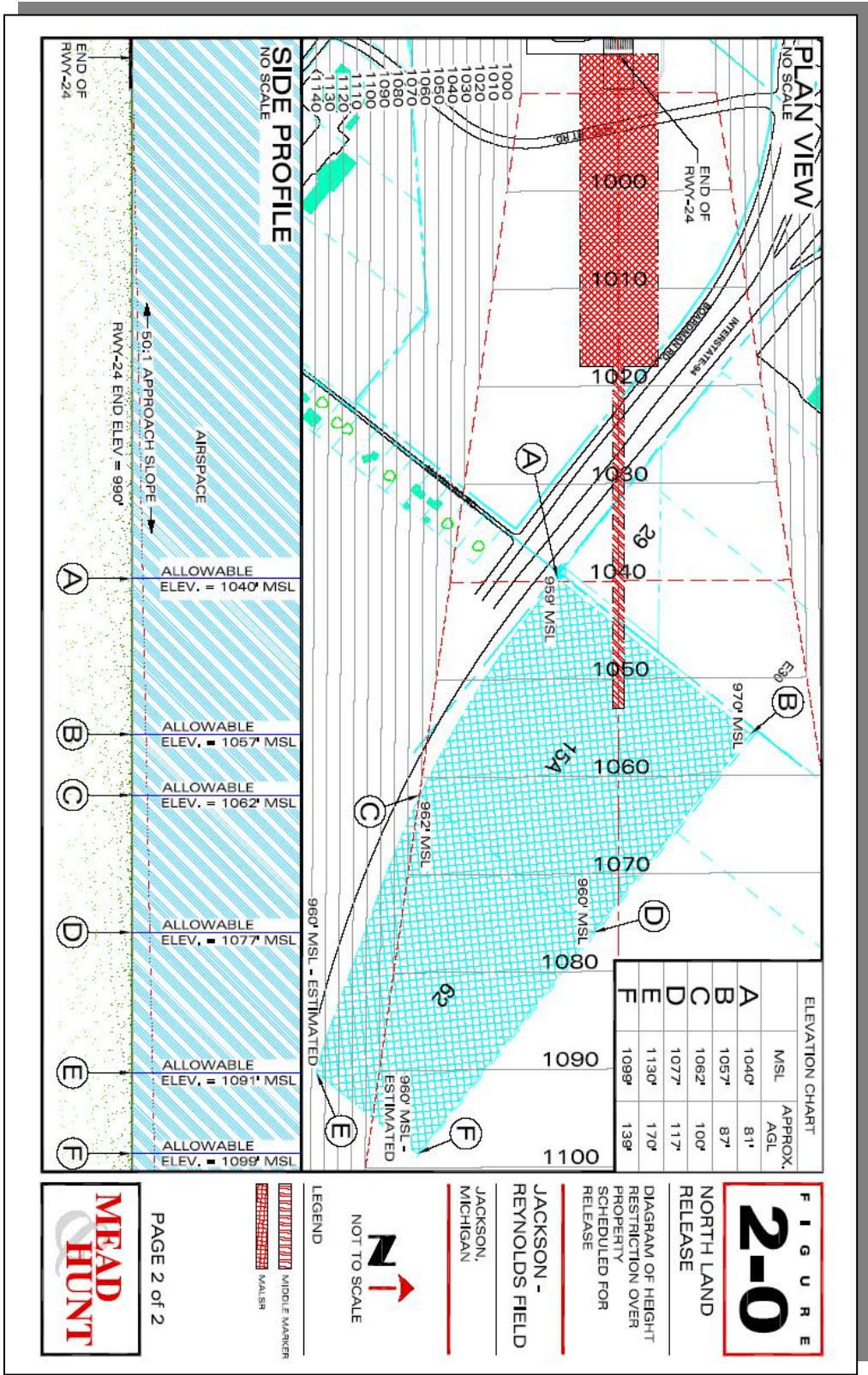
Sincerely,



Irene R. Porter
Manager, Detroit Airports District Office

Attachments

cc: AGL-620, AAS-400, F. Kraus, MMTSB



Sample Letter of Intent to Release Airport Property - Page 4

Attachment "A" to
Lease No. DTFAL4-86-L-R955

Site Descriptions

MALSR, Runway 24:

An area 400 feet wide symmetrical about the runway centerline and beginning at the end of the runway extending 1,600 feet northeast followed by an area 60 feet wide, symmetrical about the runway centerline extending an additional 1,600 feet northeast. The Unit includes light stations at 200 feet intervals, access roads, underground cables, power and control stations, transformers, access off of Airport Road, conduit under I-94 and Airport Road. Area described includes R.O.W. along I-94. The underground cables are within the area described and extend beyond.

Middle Marker, Runway 24:

An area 60 feet wide and symmetrical about the runway centerline and extending 150 feet NE of the MALSR/RAIL area. The unit includes a pole mounted marker, transformer, access road, and underground cables.

Table 22.1: Guide to Releases

Land Acquisition Circumstance	Title 49 U.S.C. Requirement to Notify Public — Release of Aero Land Use Obligation	Fed Register Notice Required	Surplus Property Deed of Release Required	Grant Assurance Letter of Release Required	Required to use proceeds for AIP Elig Dev Only (Highest Priority) or Opr & Maint.	Required to use proceeds for Noise mitigation
Surplus property transferred for aeronautical purposes	47151(d), 47153(c)	Yes	Yes	Yes, if airport has current federal grant assurances	Opr & Maint of airport	No
Surplus property transferred for nonaeronautical revenue production <u>and</u> shown on the ALP & Exhibit "A"	N/A	No	Yes	Yes, if airport has current federal grant assurances	Opr & Maint of airport	No
Surplus property transferred for nonaeronautical revenue production and <u>not</u> shown on the ALP & Exhibit "A"	N/A	No	Yes	No	Opr & Maint of airport	No
Land acquired with AIP assistance	47107(h)	Yes	No	Yes	AIP Elig Only	No
Land acquired with FAAP or ADAP assistance <u>and</u> land assurances have expired	N/A	No	No	Yes, if airport has current federal grant assurances	Opr & Maint of airport	No
Unobligated land acquired without federal assistance <u>and</u> on the ALP and Exhibit "A" as airport land <u>and</u> without federally financed airport improvements.	N/A	No	No	Yes, if airport has current federal grant assurances	Opr & Maint of airport	No
Land acquired without federal assistance and <u>not</u> on the ALP or Exhibit "A" as airport land	N/A	No	No	No	No	No
Land acquired without federal assistance and airport facilities exist on the land that was developed or improved less than 20 years ago with federal assistance	N/A	Yes	No	Yes, if airport has current federal grant assurances	(1) Replace federally financed development (2) AIP Elig Dev	No
Land acquired without federal assistance and airport facilities exist on the land that was developed or improved more than 20 years ago with federal assistance	N/A	Yes	No	Yes, if airport has current federal grant assurances	Opr & Maint of airport	No
Land acquired with noise funds	N/A	No	No	No	See ----->	Yes
Federal government land conveyed to sponsor under U.S.C. § 47125 by a federal agency and the sponsor asks the FAA to waive the requirement that the land be used for airport purposes.	47125(a)	Yes	No	Yes, if airport has current federal grant assurances	A purpose approved by the Secretary.	No
AIP acquired development land (U.S.C. § 47107(c)(2)(B)), surplus property (U.S.C. § 47151), conveyed government land (U.S.C. § 47125), or land with federally financed improvements. Land use changed (not released) to nonaeronautical.	N/A	Yes	No	No	N/A	N/A

Sample Actual Deed of Release – Page 1

DEED OF RELEASE

WHEREAS, the United States of America, acting by and through the General Services Administrator, under and pursuant to the powers and authority contained in the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), and the Surplus Property Act of 1944 (58 Stat. 765), as amended, by instrument entitled "Quitclaim Deed" dated January 29, 1959, did remise, release, and forever quitclaim to the City of Sebastian of the State of Florida, its successors and assigns, all rights, title and interest of the United States of America in and to certain property known as Sebastian Municipal Airport subject to certain conditions, reservations, exceptions and restrictions; and,

WHEREAS, the City of Sebastian has requested the United States of America to release the hereinafter described property from all of the conditions, reservations, exceptions and restrictions of said instrument; and,

WHEREAS, the Administrator of the Federal Aviation Agency, under and pursuant to the powers and authority contained in Public Law 311 (63 Stat. 700) is authorized to grant a release from any of the terms, conditions, reservations and restrictions contained in, and to convey, quitclaim or release any right or interest reserved to the United States of America by any instrument of disposal under which surplus airport property was conveyed to a non-Federal public agency pursuant to Section 13 of the Surplus Property Act of 1944 (58 Stat. 765); and,

WHEREAS, the said Administrator has determined that the land described hereinafter is no longer needed for the purpose for which it was made subject to the terms, conditions, reservations and restrictions of the said surplus airport property instrument of transfer and that said land can be released without adversely affecting the aeronautical use of the said airport; and,

NOW, THEREFORE, for the considerations above expressed, the United States of America, except as hereinafter provided, does hereby quitclaim, convey and release unto the City of Sebastian, Florida, its successors and assigns, all rights, title and interest reserved or granted to the United States of America by the said Quitclaim Deed dated January 29, 1959, insofar as same pertains to the following described land, to wit:

A strip of land 53 feet wide, over, through and across Lots 62, 52, 51, the Allen Tract, Lots 44, 43, 42, 41 and 40 in Section 28; Lots 17, 16, 15 and 14 in Section 29; Lots 82, 83, 76, 75, 74, 53, 54 and 55 in Section 22, of the Fleming Grant in Township 31 South, Range 38 East, Township 30 South, Range 38 East which lies within 53 feet Easterly of the Baseline of Survey and/or centerline of construction according to the Right of Way Map of Section 88602-2601, State Road S-505, Roseland Road, as filed in Map Book 1, Pages 83 and 84 in the office of the Clerk of the Circuit Court, Indian River County, Florida, a part of said Baseline and/or Centerline being more particularly described as follows:

BEGINNING at a point on the Southwesterly line of and 100.22 feet S 44°32'44" E of the Northwest corner of Lot 62, Section 28 of the Fleming Grant in Township 31 South, Range 38 East, run N 11°39'14" W a distance of 800.62 feet to the beginning of a curve to the right; thence Northerly on said curve having a central angle of 07°10'15" and a radius of 5729.65 feet a distance of 717.08 feet to the end of said curve; thence N 04°48'59" W a distance of 5528.83 feet to the beginning of a curve to the right; thence Northeasterly on said curve having a central angle of 50°08'30" and a radius of 1562.83 feet, a distance of 1367.50 feet to the end of said curve; thence N 45°19'31" E a distance of 1704.86 feet to a point on the Northeast line of and 2636.77 feet N 44°37'29" W of the Easterly corner of Section 22 of the Fleming Grant in Township 30 South, Range 38 East;

excepting therefrom the existing 33 foot Right of Way for Roseland Road and containing 3.22 acres, more or less, Indian River County, Florida:

The release of the above described land is subject to the following terms and conditions:

1. That, in any instrument conveying title to the land, or granting any easement therein, Indian River County, Florida, will reserve for itself,

-2-

its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the land conveyed, together with the right to cause in said airspace such noise, as may be inherent in the operation of aircraft now known or hereafter used for navigation of or flight in the air, using said airspace for landing at, taking off from, or operating on the Sebastian Municipal Airport.

2. That any instrument conveying title or granting an easement in the land shall contain a provision restricting and establishing the height of structures or objects of natural growth on the said land in accordance with the currently effective Federal Aviation Agency Technical Standard Order N18 as applied to Sebastian Municipal Airport.
3. That any instrument conveying title or granting an easement in the land shall contain a provision which will prohibit any use of the land that would interfere with the operation of aircraft or adversely affect the operation or maintenance of the Sebastian Municipal Airport.

IN WITNESS WHEREOF, the United States of America has caused these presents to be executed in its name and on its behalf by the Chief, Airports Division, Southern Region, Federal Aviation Agency, all as of the 10 day of January, 1963.

UNITED STATES OF AMERICA
The Administrator of the Federal Aviation Agency

BY 1st C. E. Ryndale
Acting Chief, Airports Division, Southern Region

STATE OF GEORGIA)
) ss
COUNTY OF FULTON)

On this 10 day of January, 1963, before me, Mary H. Houston, a Notary Public in and for the County of Fulton, State of Georgia, personally appeared C. E. Ryndale, known to me to be the Chief, Airports Division, Southern Region, Federal Aviation Agency, and known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same on behalf of the Administrator of the Federal Aviation Agency and the United States of America.

WITNESS my hand and official seal.

1st Mary H. Houston
Notary Public in and for said County & State

(SEAL)

My commission expires 9-4-66.

Sample Actual Deed of Release – Page 2

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Narrative

November 15, 2022



RESOLUTION - APPROVE PAYMENT FOR RELEASE OF PROPERTY FROM THE ALLIANCE AIRPORT LAYOUT PLAN

Even though the City of Alliance is the owner of record of land north of the airport road, comprising pasture land and the golf course, due to its inclusion in the Airport Layout Plan, it is necessary to pay the airport fair market value to have this property released from its obligation for purely airport purposes (see Page 22-11 of 5190.6B).

Appraisals have been completed on these two properties with a combined valuation of \$1,018,000. Releasing this land will open up possibilities for future development, however this development is still subject to compatible uses at the airport. Based on current annual grazing leases, the fair market value of this property far outweighs decades-worth of grazing fees.

Payment to the Airport Fund is one part of requesting that the Federal Aviation Administration release these properties from the airport's authority.

RECOMMENDATION: APPROVE THE RESOLUTION AUTHORIZING THE PAYMENT IN THE AMOUNT OF \$1,018,000 TO THE AIRPORT FUND FOR RELEASE OF PROPERTY FROM THE ALLIANCE AIRPORT LAYOUT PLAN.

RESOLUTION NO. 22-96

WHEREAS, The City of Alliance desires to release the properties identified as areas 2 and 6A on the City of Alliance Airport Layout Plan (Revision 4, dated 1/08) (the "Properties") from any and all federal obligations and land use requirements related to the Federal Aviation Administration; and

WHEREAS, The "Properties" are hereby further described as being:

And all land lying north and east of the airport access road and located within the North Half (N½) of Section Seven (7), Township Twenty-four (24) North, Range Forty-seven (47) West of the 6th P.M., Box Butte County, Nebraska;

And all land lying north and east of the airport access road and located within the South Half (S½) of Section Seven (7), Township Twenty-four (24) North, Range Forty-seven (47) West of the 6th P.M. Box Butte County, Nebraska;

WHEREAS, The City of Alliance recognizes that it may need to provide to its airport account, for future aeronautical uses of the airport, the fair market value for the Properties to obtain this release of federal obligations and land use requirements from the Federal Aviation Administration.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Alliance, Nebraska, to authorize payment in the amount of \$1,018,000 to the Airport Fund for the purpose of obtaining said release, conditional upon Federal Aviation Administration consent to release or acknowledgement of any previous consent.

BE IT FURTHER RESOLVED, The Mayor or City Manager, as appropriate, are hereby authorized to execute all documents associated with this requested release or previous release from the Federal Aviation Administration, and to arrange payment to the Airport Fund.

PASSED AND APPROVED this 15th day of November, 2022.

Mike Dafney, Mayor

(SEAL)

Attest: _____
Tarrah S. Johnson, City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Office, Legal Counsel

Narrative

November 15, 2022



RESOLUTION - ALIANCE PARKS FOUNDATION FUNDING REQUEST

The Alliance Park Foundation has been working with holiday light companies to purchase a lighted "fountain" fixture to place on the pedestal of the iconic city fountain during the winter months. The fountain lighting fixture will be built to fit our fountain and appear very similar to the photo seen at the right. The Foundation is planning to purchase this fixture after the holiday season as fixtures are expected to be on sale at that time.



The Alliance Park Foundation members think that this lighting fixture will be a spectacular winter addition to the heart of our parks area and is especially appropriate because our historic fountain is an iconic fixture of our community. In addition, this new feature would draw people to the fountain during the time of year when it is normally dormant.

The Park Foundation is asking if the Alliance City Council would be willing to allocate half of the funds necessary to purchase this fixture, with the City contribution not to exceed \$7,000. Based on estimates provided, this total cost will be around \$13,000 with shipping to Alliance.

RECOMMENDATION: APPROVE RESOLUTION AUTHORIZING UP TO \$7,000 BE CONTRIBUTED TOWARD THE PURCHASE OF CENTRAL PARK FOUNTAIN FIXTURE.

RESOLUTION NO. 22-97

WHEREAS, The City of Alliance owns and operates the Alliance City Park Fountain; and

WHEREAS, The Alliance Park Foundation has requested to donate a lighted fountain fixture to place on the pedestal of the iconic city fountain for display during the winter months; and

WHEREAS, the total project cost is approximately Thirteen Thousand Dollars and No/100th (\$13,000); and

WHEREAS, The Alliance Parks Foundation is requesting the City of Alliance contribute up to Seven Thousand Dollars and No/100th (\$7,000) towards the project; and

WHEREAS, The City Council believes it is in the best interest of the City of Alliance to accept the donation from the Alliance Park Association and participate with the project expense in an amount not to exceed Seven Thousand Dollars and No/100th (\$7,000).

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Alliance, Nebraska, that the donation of a lighted fountain fixture to be placed on the pedestal of the Alliance City Park fountain is hereby accepted by the City of Alliance.

BE IT FURTHER RESOLVED that the City of Alliance will contribute up to Seven Thousand Dollars and No/100th (\$7,000) towards the project.

PASSED AND APPROVED this 15th day of November, 2022.

Mike Dafney, Mayor

(SEAL)

Attest:

Tarah S. Johnson, City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Firm, Legal Counsel

Narrative

November 15, 2022



RESOLUTION - HEALTH INSURANCE RENEWAL

Brown and Brown Companies (formerly Hays), the City's health benefits broker, has conducted the City's insurance renewal and shopped the market for competitive rates for benefits the City offers its employees. The City looks to continue to provide the same level of coverage without reducing or eliminating benefits as the national cost of health coverage continues to rise.



Administration - Administration for the health insurance program will continue through Regional Care Inc. (RCI). Symetra remains our reinsurance (stop-loss) coverage provider. Fixed costs increased 19.1% while claims liability is projected to decrease 15.5%. As a reminder, the City plans to meet fixed-cost expenditures; however, claims liability will depend on usage. To date, medical claims this year total approximately \$448,455 with five individuals accounting for 69% of expenditures. Projections provided by Brown and Brown anticipate an overall increase of 15.6% when budgeting at *expected* claims liability for 2023.

Employee Premiums and Coverage - Employee premiums for medical, dental, and vision will remain unchanged. Employee **dental** insurance dollars remain at \$2,000 and include orthodontia. **Vision** coverage retail allowance for contact lenses and frames remains at \$200. The **in lieu** of benefit (waive medical coverage) remains at \$350 per month (\$4,000).

Deductibles - IRS 2023 guidelines for plans with embedded deductibles require the minimum individual deductible to increase to \$3,000 (current \$2,800). This allows a single family member access to medical benefits sooner and saves families money in the event that one family member incurs a large number of medical expenses. The City has reduced the maximum out-of-pocket amount per calendar year for both single and family plan participants. This change reduces maximum claims liability on single (27 plan participants) by \$1,400 and \$2,800 for those enrolled in family (38) coverage. (See the Plan Amendment for additional details).

	Current Maximum Out-of-Pocket (OOP)	2023 Maximum Out-of-Pocket (OOP)
Single	\$5,400	\$4,000
Family	\$10,800	\$8,000

Additional Benefits - The City continues to provide a **Teledoc** option for plan participants allowing employees access to a doctor for non-emergency issues 24/7 via phone, web or mobile app at an employee cost of \$45 and paid outside of the deductible. The City will also continue an **Airlink** Census Plan in 2023 that will include all eligible medical plan participants supplemental air ambulance service coverage that ensures no out-of-pocket costs when flown by a provider. The expected cost is \$65 per year per employee costing approximately \$6,500 per year. Employees continue to have optional enrollment in **Colonial Life** for supplemental benefits as well as flexible spending accounts (**FSA**) for dependent care. Lastly, the City continues to provide employee life and accidental death through **UNUM** with the opportunity for employees to purchase additional voluntary coverage.

The hourly value of medical, dental and vision coverage is \$4.85 for single and \$11.23 for family.

RECOMMENDATION: APPROVE THE RESOLUTION FOR HEALTH INSURANCE RENEWAL WITH REGIONAL CARE INC AND SYMETRA AS UNDERWRITERS.

Narrative

November 15, 2022



Informational:

	2023	
	Employee	Family
Medical Premium	\$60	\$170
Dental Premium	\$15	\$40
Vision Premium	\$5	\$20
City's Annual HSA Contribution	\$1,020	\$1,500

RESOLUTION NO. 22-98

WHEREAS, The City of Alliance has engaged in a process with Brown and Brown Corporation (formerly Hays), our benefit broker, evaluating its current healthcare benefit plans offered to employees; and

WHEREAS, Various options and proposals have been considered by staff and Brown and Brown Corp., and staff has recommended the options contained herein; and

WHEREAS, The City of Alliance has received a proposal to renew its contract with the Third-Party Administrator, Regional Care Incorporated; and

WHEREAS, The City of Alliance recommends a proposal to renew our contract for reinsurance carrier with Symetra as set forth herein; and

WHEREAS, The City of Alliance has received a proposal to renew its contract with Unum to provide term-life employee coverage and voluntary coverage options for employees; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of Alliance, Nebraska, that the contract proposal with Regional Care Incorporated for Third-Party Administrator is hereby approved.

BE IT FURTHER RESOLVED, Monthly premium payments per employee to Symetra as the reinsurance carrier effective January 1, 2023, shall be as follows:

Specific Single Premium	\$ 231.04
Specific Family Premium	\$ 653.66
Aggregate Premium	\$ 17.41
Transplant Coverage	
Single	\$ 10.02
Family	\$ 24.88
Vision Coverage	
Single	\$ 10.24
Family	\$ 21.64
Life Insurance	
Single	\$ 7.70
Family	\$ 8.70

BE IT FURTHER RESOLVED, administrative service fees to Regional Care, Incorporated, shall be \$34.55 monthly per covered employee, effective January 1, 2023.

BE IT FURTHER RESOLVED, the City of Alliance shall make monthly payments into its Health Support Fund, effective January 1, 2023 for a dental program up to the following amount:

Per Employee \$ 92.37

BE IT FURTHER RESOLVED, the City of Alliance shall make monthly contributions to our Health Support Fund, effective January 1, 2023 for the payment of medical, dental and vision claims up to the following amounts:

Per Single Employee \$ 921.41
Per Family Employee \$2,176.13

PASSED AND APPROVED this 15th day of November 2022.

(SEAL)

Michael Dafney, Mayor

Attest:

Tarah S. Johnson, City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Office, Legal Counsel

Symetra Stop Loss

RENEWAL PREPARED FOR

City of Alliance

January 1, 2023

IN PARTNERSHIP WITH: HAYS COMPANIES INC

You have challenges; we have solutions

We know you have options when choosing a stop loss carrier.

We also know that finding the right partner is important. You need to work with professionals who understand the self-funded industry, who realize the importance of building the right stop loss policy at the right price, and who deliver on their promises year after year.

When you renew with us, you'll find a seamless continuation of all the benefits you've come to expect from your Symetra stop loss policy.

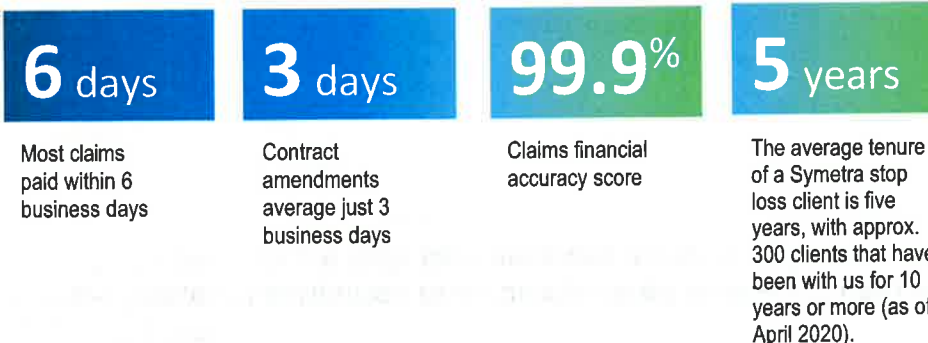
Things like:

- **Fast and fair claims practices.**
- **Most catastrophic claims reviewed and processed within 24 hours through our Preferred ASO Claim Advance program.**
- **No new lasers or increase on existing lasers at renewal; laser at renewal available by request.**
- **Gapless option for renewal run-out contracts means claims paid outside the run-out period are still eligible for reimbursement.**
- **Cost containment and alternative treatment plans to help control costs without sacrificing quality of care.**
- **24/7 online policy administration via Group Online (GO).**
- **Access to Symetra Compliance Solutions for professional support navigating the health care landscape.**

Put our expertise to work for you

Symetra has been in the stop loss business for over 45 years.¹ In fact, we helped pioneer it. Our experienced team continues to be available as needed to help you understand and protect your self-funded plan.

2020 performance highlights:²

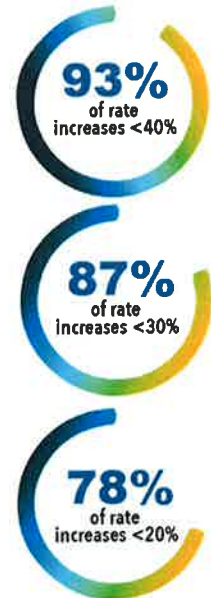


Understanding stop loss rates

Pricing stop loss is a complex process and there are many factors that impact rates, especially at renewal. Here are some things we consider when determining the best possible price for your plan:

- **Plan design:** what services are covered; how much are employee copays, coinsurance, deductibles and/or premiums; are there wellness or other value-add programs included?
- **Group population:** how many people are covered; where do members live and/or receive care; what are the demographics of the group?
- **Managed care networks:** are provider and hospital networks helping to lower plan risk; what is the network usage rate?
- **Claims experience:** what is the claims experience history; how many claims, to date, are over the Specific deductible; how many are expected before the end of the plan year?
- **Medical trend:** how much are health care costs projected to increase?
- **Share of risk:** what is your deductible threshold and risk tolerance; how will rising medical trend impact your plan and the accompanying stop loss policy?

What does a typical Symetra renewal look like? During the last five years:



Based on Symetra renewal data from August 1, 2015 to July 1, 2020.

Lowering premium renewal increases through deductible leveraging

Annual renewal is an opportunity to review how your plan performed over the past year, and to evaluate whether your current Specific deductible is still appropriate. This is especially true when rising medical costs are paired with higher than expected claims, as this combination typically means a rate adjustment is needed for the new plan year.

Leveraged trend or, as applied, deductible leveraging, can help mitigate higher renewal rates by sharing the impact of medical trend between the health plan and Symetra stop loss via a higher Specific deductible.

Here's how it works:

Option 1 – keeping the same deductible at renewal				Option 2 – raising the deductible at renewal			
	Plan year 1	Plan year 2	Increase		Plan year 1	Plan year 2	Increase
Paid claim amount	\$300,000	\$330,000	10%	Paid claim amount	\$300,000	\$330,000	10%
Specific deductible	\$150,000	\$150,000	0%	Specific deductible	\$150,000	\$165,000	10%
Symetra reimbursement	\$150,000	\$180,000	20%	Symetra reimbursement	\$150,000	\$165,000	10%

For illustrative purposes only.

With deductible leveraging, you're trading lower premiums for a higher Specific deductible due to medical trend increases. It can be an effective way to help control the impact of rising costs on your plan.

If you're interested in deductible leveraging for your renewal, talk with your Symetra stop loss professional.

Renewal Status: Final if accepted by 11/04/2022

SPECIFIC STOP LOSS COVERAGE

Plan Description		Current	Option 1	Option 2	Option 3
Coverages		Medical, Rx	Medical, Rx	Medical, Rx	Medical, Rx
Contract Type		24/12	24/12	24/12	24/12
Annual Specific Deductible per Individual		\$50,000	\$50,000	\$60,000	\$70,000
Aggregating Specific Additional Plan Liability		\$40,000	\$40,000	\$40,000	\$40,000
Transplant Exclusion		No	Yes	Yes	Yes
No New Laser Option		Included	Included	Included	Included
Maximum Lifetime Reimbursement		Unlimited	Unlimited	Unlimited	Unlimited
Maximum Policy Period Reimbursement		Unlimited	Unlimited	Unlimited	Unlimited
Reimbursement Percentage		100%	100%	100%	100%
Quoted Rate(s) Per Month	Enrollment				
Single	29	\$195.22	\$231.04	\$205.86	\$181.59
Family	36	\$547.79	\$653.66	\$582.43	\$513.76
Estimated Annual Premium		\$304,582	\$362,783	\$323,249	\$285,138
Quoted Rate(s) include Commission of		0.00%	0.00%	0.00%	0.00%

Renewal Status: Final if accepted by 11/04/2022

AGGREGATE STOP LOSS COVERAGE

Plan Description		Current	Option 1	Option 2	Option 3
Coverages		Medical, Rx	Medical, Rx	Medical, Rx	Medical, Rx
Contract Type		24/12	24/12	24/12	24/12
Aggregate Corridor		125%	125%	125%	125%
Loss Limit per Individual		\$50,000	\$50,000	\$60,000	\$70,000
Maximum Annual Reimbursement		\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Reimbursement Percentage		100%	100%	100%	100%
Estimated Annual Aggregate Deductible		\$736,248	\$700,263	\$739,806	\$777,918
Minimum Aggregate Deductible		\$736,248	\$700,263	\$739,806	\$777,918
Monthly Aggregate Claim Factors	Enrollment				
Medical, Rx Card					
Single	29	\$501.54	\$474.17	\$500.95	\$526.75
Family	36	\$1,300.26	\$1,239.01	\$1,308.97	\$1,376.41
Quoted Rate(s) per Month	Enrollment				
Composite	65	\$24.49	\$17.41	\$18.59	\$19.75
Estimated Annual Premium		\$19,102	\$13,580	\$14,500	\$15,405
Quoted Rate(s) include Commission of		0.00%	0.00%	0.00%	0.00%

OVERALL COST SUMMARY

Plan Description		Current	Option 1	Option 2	Option 3
Estimated Total Annual Fixed Cost		\$323,684	\$376,363	\$337,749	\$300,543
Specific Variable		\$40,000	\$40,000	\$40,000	\$40,000
Aggregate Variable		\$736,248	\$700,263	\$739,806	\$777,918
Estimated Maximum Annual Liability		\$1,099,932	\$1,116,626	\$1,117,555	\$1,118,461

Renewal Status: Final if accepted by 11/04/2022

PROPOSAL QUALIFICATIONS AND CONTINGENCIES

The terms of this proposal are based upon the policyholder having exercised commercially reasonable efforts to obtain and provide to Symetra all information set forth in this offer, together with all information identified in any prior proposal for coverage for the upcoming policy period. Except for the Plan Document or Plan Amendment, all requested information must be received no later than 15 days prior to the proposed effective date of coverage, otherwise we reserve the right to withdraw the proposed terms and return any premiums remitted.

Any secondary documents (i.e. "stop loss agreements", "procurement documents", "service contracts", etc.) must be disclosed to and approved by Symetra prior to the Employer's acceptance of our proposal. Subsequent undisclosed agreements may not be approved.

By delivering this proposal for coverage, the producer represents and warrants to Symetra that it and each of the persons or entities acting with or on behalf of the producer in the sale or solicitation of such coverage maintains such insurance producer licenses and appointments as are required by each state in which the coverage has been or will be solicited, and in all states in which the policy(ies) will be issued. This proposal is authorized for delivery only if the foregoing representation and warranty is true and correct.

This is a firm offer, which may be bound with no additional underwriting requirements provided that:

1. It is accepted in writing by the expiration date as shown above;
2. The policyholder has exercised commercially reasonable efforts to obtain and provide to Symetra all information requested in this proposal and any prior proposal for coverage for the upcoming policy period;
3. The data and information submitted to Symetra is, to the best of the policyholder's knowledge after due inquiry, materially accurate and materially complete as of the date of policyholder's written acceptance of this firm offer. Any material inaccuracies or material omissions in the data or other information submitted may require changes in underwriting, including but not limited to changes in the terms, rates and/or factors; and
4. The policyholder and its authorized agent agree that following acceptance of this firm offer, the policyholder or its authorized agent promptly notify Symetra upon becoming aware of any covered individual who (i) receives prior authorization approval for hospital confinement exceeding 30 days or more and/or (ii) becomes a listed transplant candidate, in each case so that Symetra can initiate appropriate cost containment efforts. For the avoidance of doubt, the provision of such notice pursuant to this item 4. will not change terms of the accepted offer.

If updated information is received by Symetra prior to written acceptance or the expiration date has passed, we retain the right to alter the terms, rates and/or factors. We will not be bound by any typographical errors or omissions contained herein.

- Updated carrier documented large claims as well as monthly paid claims and enrollment (medical, prescription, dental, etc.) as of 9/31 are needed to finalize the offer.
- Any unfunded or pended claims balance must be disclosed, otherwise such claims will not be considered eligible under the excess loss policy.
- The producer must be properly licensed and appointed.
- The administrator must be approved by Symetra.
- This proposal is based upon the following network(s): Midlands Choice Premier
- There will be no new lasers at renewal.
- Composite rates are illustrative and for comparative purposes only.

Renewal prepared for: City of Alliance

Renewal Status: Final if accepted by 11/04/2022

Check the box next to the selected proposal option; for Specific only coverage, when both Specific and Aggregate coverages are listed, please also check the box to decline Aggregate coverage.

Option	Specific	Aggregate
☐ 1	\$50,000 / 24/12	\$50,000 / 24/12
☐ 2	\$60,000 / 24/12	\$60,000 / 24/12
☐ 3	\$70,000 / 24/12	\$70,000 / 24/12
☐	Decline Aggregate coverage	

This is a firm offer, which may be bound with no additional underwriting requirements provided it is accepted in writing by the expiration date as shown above. The Premium, Aggregate Deductibles and all other terms are based on the data submitted. Any inaccurate or incomplete data submitted may require changes in underwriting. If updated information is received by Symetra prior to written acceptance or the expiration date has passed, we retain the right to alter the terms, rates and/or factors. We will not be bound by any typographical errors or omissions contained herein.

Please indicated your acceptance on this offer by having an authorized representative or agent of City of Alliance sign below:

Authorized Signature: _____	Date: _____
Printed Name: _____	Printed Title: _____
Company or Firm Name: _____	

Plan Sponsor's Plan Document

Submission and Symetra Acceptance Required. As stated in Symetra's Proposal for Group Stop Loss Insurance, the Plan Sponsor's Plan Document must be submitted to Symetra no later than 90 days after the proposed effective date of Stop Loss Insurance coverage. The Stop Loss Insurance policy ("Policy") requires that only eligible charges payable under the terms of the Plan Document as approved by Symetra will be covered expenses eligible for reimbursement under the Policy.

The policy will be issued after the Plan Document is received and approved by Symetra or a signed Confirmation of Medical Benefit Plan is submitted to Symetra by the prospective policyholder.

Symetra withhold reimbursement of covered expenses prior to the receipt and acceptance of the final signed Plan Sponsor's Plan Document or amendment.

In reviewing the Plan Document for acceptance, Symetra will consider whether the Plan Document:

1. Adequately addresses key plan components, including but not limited to eligibility rules, benefits promised, plan administration, discretionary language for court review of benefit claims, subrogation and coordination of benefits provisions.
2. Addresses the Plan's obligations under federal law, including
 - a. **ERISA (Employee Retirement Income Security Act) required provisions,**
 - b. **ACA (Affordable Care Act) required provisions;** or
 - c. **a statement of grandfathered status, if applicable.**

Symetra will have no liability for reimbursing Plan Sponsor obligations that are not clearly stated in the Plan Document whether or not the Plan remains obligated in the absence of express inclusion. It is recommended that the Plan Document include express reference to other federal mandates and laws to which Plan is subject or a "conformity with law" provision.

3. Contains typical exclusions or limitations, including but not limited to:
 - a. Experimental/investigations treatment (except as required by ACA), and
 - b. non-medically necessary treatment

The absence of or inadequate treatment of these subjects in the Plan Document may result in a superseding provision in the Stop Loss policy.

Your partner for stop loss success

Symetra is a financially strong, well-capitalized company on the rise, as symbolized by our brand icon—the swift. Swifts are quick, hardworking and nimble—everything we aspire to be when serving our customers.

We've been in business for more than half a century with a commitment to creating employee benefit products that people need and understand. We appreciate your business and look forward to the opportunity to continue serving you with professional, informative and responsive service.



Our guiding principles of Value, Transparency and Sustainability (VTS) are at the core of all we do.

- **Value:** Products and solutions people need at a competitive price—backed by outstanding customer service.
- **Transparency:** Clear communication so people understand what they are buying.
- **Sustainability:** Products that stand the test of time and fiscal responsibility to ensure we are there for our customers.

Financial Strength Ratings: A.M. Best: A "Excellent" (3rd highest of 16); Moody's A1 "Good" (5th highest of 21); Standard & Poor's: A "Strong" (6th highest of 21). Ratings are subject to change. Please refer to www.symetra.com/ratings for current information. Ratings as of July 23, 2021.

Symetra Life Insurance Company (est. 1957) is a direct subsidiary of Symetra Financial Corporation. First Symetra National Life Insurance Company of New York (est. 1990) is a direct subsidiary of Symetra Life Insurance Company and is an indirect subsidiary of Symetra Financial Corporation (collectively, "Symetra"). Neither Symetra Financial Corporation nor Symetra Life Insurance Company solicits business in the state of New York and they are not authorized to do so. Each company is responsible for its own financial obligations.

Stop loss policies are insured by Symetra Life Insurance Company, 777 108th Avenue NE, Suite 1200, Bellevue, WA 98004. Base policies are ELC-24000 7/19 or LGC-12000 9/06, filed as Excess Loss. In New York, stop loss policies are insured by First Symetra National Life Insurance Company of New York, New York, NY. Mailing address: P.O. Box 34690, Seattle, WA 98124. Policy form numbers are ELC-24000/NY 7/19 or LGC-12000/NY 9/08, filed as Excess Loss. Coverage may be subject to exclusions, limitations, reductions and termination of benefit provisions. Products are not available in any U.S. territory.

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¹ 45 years for Symetra Life Insurance Company; 17 years for First Symetra National Life Insurance Company of New York as of 2021.

² Performance highlights based on financial and quarterly audits for 2020.



www.symetra.com
www.symetra.com/ny

Symetra® is a registered service mark of
Symetra Life Insurance Company.

Renewal prepared for: City of Alliance

Renewal Status: Final if accepted by 11/04/2022

Check the box next to the selected proposal option; for Specific only coverage, when both Specific and Aggregate coverages are listed, please also check the box to decline Aggregate coverage.

Option	Specific	Aggregate
☒ 1	\$50,000 / 24/12	\$50,000 / 24/12 \$50,000
☐ 2	\$60,000 / 24/12	\$60,000 / 24/12
☐ 3	\$70,000 / 24/12	\$70,000 / 24/12
☐	Decline Aggregate coverage	

This is a firm offer, which may be bound with no additional underwriting requirements provided it is accepted in writing by the expiration date as shown above. The Premium, Aggregate Deductibles and all other terms are based on the data submitted. Any inaccurate or incomplete data submitted may require changes in underwriting. If updated information is received by Symetra prior to written acceptance or the expiration date has passed, we retain the right to alter the terms, rates and/or factors. We will not be bound by any typographical errors or omissions contained herein.

Please indicated your acceptance on this offer by having an authorized representative or agent of City of Alliance sign below:

Authorized Signature:	<u></u>	Date:	<u>11/02/2022</u>
Printed Name:	<u>SETH SORENSEN</u>	Printed Title:	<u>CITY MANAGER</u>
Company or Firm Name:	<u>CITY OF ALLIANCE</u>		

AMENDMENT NUMBER 4

CITY OF ALLIANCE MEDICAL AND DENTAL PLAN

Effective January 1, 2022, the City of Alliance Medical and Dental Plan (the “Plan”) is hereby amended in the following particulars. All other sections of the Plan remain unchanged.

1. In the **Definitions** section, the following definition is added:

“Certified IDR Entity”

“Certified IDR Entity” shall mean an entity responsible for conducting determinations under the No Surprises Act and that has been properly certified by the Department of Health and Human Services, the Department of Labor, and the Department of the Treasury.

2. In the **Definitions** section, the definition of the term “Emergency Services” is removed and replaced with the following:

“Emergency Services”

“Emergency Services” shall mean, with respect to an Emergency Medical Condition, the following:

1. An appropriate medical screening examination (as required under section 1867 of the Social Security Act, 42 U.S.C. 1395dd) that is within the capability of the emergency department of a Hospital or of an Independent Freestanding Emergency Department, as applicable, including ancillary services routinely available to the emergency department to evaluate such Emergency Medical Condition; and
2. Within the capabilities of the staff and facilities available at the Hospital or the Independent Freestanding Emergency Department, as applicable, such further medical examination and treatment as are required under section 1867 of the Social Security Act (42 U.S.C. 1395dd), or as would be required under such section if such section applied to an Independent Freestanding Emergency Department, to stabilize the patient (regardless of the department of the Hospital in which such further examination or treatment is furnished).

When furnished with respect to an Emergency Medical Condition, Emergency Services shall also include an item or service provided by a Non-Network Provider or Non-Participating Health Care Facility (regardless of the department of the Hospital in which items or services are furnished) after the Participant is stabilized and as part of Outpatient observation or an Inpatient or Outpatient stay with respect to the visit in which the Emergency Services are furnished, until such time as the Provider determines that the Participant is able to travel using non-medical transportation or non-emergency medical transportation, and the Participant is in a condition to, and in fact does, give informed consent to the Provider to be treated as a Non-Network Provider.

3. In the **Definitions** section, the following definition is added:

“Independent Freestanding Emergency Department”

“Independent Freestanding Emergency Department” means a health care facility that is geographically separate and distinct, and licensed separately, from a Hospital under applicable state law, and which provides any Emergency Services.

4. In the **Definitions** section, the definition of the term “Maximum Allowable Charge” is removed and replaced with the following:

“Maximum Allowable Charge”

The “Maximum Allowable Charge” shall mean the amount payable for a specific covered item under this Plan. The Maximum Allowable Charge will be a negotiated rate, if one exists.

[For claims subject to the No Surprises Act (see “No Surprises Act – Emergency Services and Surprises Bills” within the section “Summary of Benefits,”) if no negotiated rate exists, the Maximum Allowable Charge will be:

- An amount determined by an applicable all-payer model agreement; or
- If no such amount exists, an amount determined by applicable state law; or
- If neither such amount exists, an amount deemed payable by a Certified IDR Entity or a court of competent jurisdiction, if applicable.

If none of the above factors is applicable, the Plan Administrator will exercise its discretion to determine the Maximum Allowable Charge based on any of the following: Medicare reimbursement rates, Medicare cost data, amounts actually collected by Providers in the area for similar services, or average wholesale price (AWP) or manufacturer’s retail pricing (MRP). These ancillary factors will take into account generally-accepted billing standards and practices.

When more than one treatment option is available, and one option is no more effective than another, the least costly option that is no less effective than any other option will be considered within the Maximum Allowable Charge. The Maximum Allowable Charge will be limited to an amount which, in the Plan Administrator’s discretion, is charged for services or supplies that are not unreasonably caused by the treating Provider, including errors in medical care that are clearly identifiable, preventable, and serious in their consequence for patients. A finding of Provider negligence or malpractice is not required for services or fees to be considered ineligible pursuant to this provision.

5. In the **Definitions** section, the following definition is added:

“Participating Health Care Facility”

“Participating Health Care Facility” shall mean a Hospital or Hospital Outpatient department, critical access Hospital, Ambulatory Surgical Center, or other Provider as required by law, which has a direct or indirect contractual relationship with the Plan with respect to the furnishing of a healthcare item or service. A single direct contract or case agreement between a health care facility and a plan constitutes a contractual relationship for purposes of this definition with respect to the parties to the agreement and particular individual(s) involved.

6. In the **Definitions** section, the following definition is added:

“Qualifying Payment Amount”

“Qualifying Payment Amount” means the median of the contracted rates recognized by the Plan, or recognized by all plans serviced by the Plan’s Third Party Administrator (if calculated by the Third Party Administrator), for the same or a similar item or service provided by a Provider in the same or similar specialty in the same geographic region. If there are insufficient (meaning at least three) contracted rates available to determine a Qualifying Payment Amount, said amount will be determined by referencing a state all-payer claims database or, if unavailable, any eligible third-party database in accordance with applicable law.

7. In the **Definitions** section, the following definition is added:

“Recognized Amount”

“Recognized Amount” shall mean, except for Non-Network air ambulance services, an amount determined under an applicable all-payer model agreement, or if unavailable, an amount determined by

applicable state law. If no such amounts are available or applicable and for Non-Network air ambulance services generally, the Recognized Amount shall mean the lesser of a Provider's billed charge or the Qualifying Payment Amount.

8. In the **Claims Procedures; Payment of Claims** section, the following language is removed:

External Review Process

The Federal external review process does not apply to a denial, reduction, termination, or a failure to provide payment for a benefit based on a determination that a Claimant or beneficiary fails to meet the requirements for eligibility under the terms of a group health plan.

The Federal external review process, in accordance with the current Affordable Care Act regulations, applies only to:

1. Any eligible Adverse Benefit Determination (including a Final Internal Adverse Benefit Determination) by a plan or issuer that involves medical judgment (including, but not limited to, those based on the plan's or issuer's requirements for Medical Necessity, appropriateness, health care setting, level of care, or effectiveness of a covered benefit; or its determination that a treatment is Experimental or Investigational), as determined by the external reviewer.
2. A rescission of coverage (whether or not the rescission has any effect on any particular benefit at that time).

and replaced with:

External Review Process

The Federal external review process does not apply to a denial, reduction, termination, or a failure to provide payment for a benefit based on a determination that a Claimant or beneficiary fails to meet the requirements for eligibility under the terms of a group health plan.

The Federal external review process, in accordance with the current Affordable Care Act regulations and other applicable law, applies only to:

1. Any eligible Adverse Benefit Determination (including a Final Internal Adverse Benefit Determination) by a plan or issuer that involves medical judgment (including, but not limited to, those based on the plan's or issuer's requirements for Medical Necessity, appropriateness, health care setting, level of care, or effectiveness of a covered benefit; its determination that a treatment is Experimental or Investigational; its determination whether a Claimant or beneficiary is entitled to a reasonable alternative standard for a reward under a wellness program; its determination whether a plan or issuer is complying with the nonquantitative treatment limitation provisions of Code section 9812 and § 54.9812-1, which generally require, among other things, parity in the application of medical management techniques), as determined by the external reviewer.
2. An Adverse Benefit Determination that involves consideration of whether the Plan is complying with the surprise billing and cost-sharing protections set forth in the No Surprises Act.
3. A rescission of coverage (whether or not the rescission has any effect on any particular benefit at that time).

9. In the **Network and Non-Network Provider Arrangement** provision within the **Summary of Benefits** section, the following provisions are removed:

2. If the charge billed by a Non-Network Provider for any covered service is higher than the Maximum Allowable Charge determined by the Plan, Participants are responsible for the excess unless the

Provider accepts assignment of benefits as consideration in full for services rendered. Since Network Providers have agreed to accept a negotiated discounted fee as full payment for their services, Participants are not responsible for any billed amount that exceeds that fee. The Plan Administrator reserves the right to revoke any previously-given assignment of benefits or to proactively prohibit assignment of benefits to anyone, including any Provider, at its discretion.

3. To receive benefit consideration, Participants must submit claims for services provided by Non-Network Providers to the Third Party Administrator. Network Providers have agreed to bill the Plan directly, so that Participants do not have to submit claims themselves.

and replaced with:

2. Except as outlined in “No Surprises Act – Emergency Services and Surprise Bills” below, if the charge billed by a Non-Network Provider for any covered service is higher than the Maximum Allowable Charge determined by the Plan, Participants are responsible for the excess unless the Provider accepts assignment of benefits as consideration in full for services rendered. Since Network Providers have agreed to accept a negotiated discounted fee as full payment for their services, Participants are not responsible for any billed amount that exceeds that fee. The Plan Administrator reserves the right to revoke any previously-given assignment of benefits or to proactively prohibit assignment of benefits to anyone, including any Provider, at its discretion.
 3. To receive benefit consideration, Participants may need to submit claims for services provided by Non-Network Providers to the Third Party Administrator. Network Providers have agreed to bill the Plan directly, so that Participants do not have to submit claims themselves.
10. In the **Network and Non-Network Provider Arrangement** provision within the **Summary of Benefits** section, the following language is added:

If a Participant receives information with respect to an item or service from the Plan, its representative, or a database maintained by the Plan or its representative indicating that a particular Provider is an In-Network Provider and the Participant receives such item or service in reliance on that information, the Participant’s Coinsurance, Copayment, Deductible, and out-of-pocket maximum will be calculated as if the Provider had been In-Network despite that information proving inaccurate.

11. In the **Summary of Benefits** section, the following provision is added:

Continuity of Care

In the event a Participant is a continuing care patient receiving a course of treatment from a Provider which is In-Network or otherwise has a contractual relationship with the Plan governing such care and that contractual relationship is terminated, not renewed, or otherwise ends for any reason other than the Provider’s failure to meet applicable quality standards or for fraud, the Participant shall have the following rights to continuation of care.

The Plan shall notify the Participant in a timely manner, but in no event later than 7 calendar days after termination that the Provider’s contractual relationship with the Plan has terminated, and that the Participant has rights to elect continued transitional care from the Provider. If the Participant elects in writing to receive continued transitional care, Plan benefits will apply under the same terms and conditions as would be applicable had the termination not occurred, beginning on the date the Plan’s notice of termination is provided and ending 90 days later or when the Participant ceases to be a continuing care patient, whichever is sooner.

For purposes of this provision, “continuing care patient” means an individual who:

- 1) is undergoing a course of treatment for a serious and complex condition from a specific Provider,
- 2) is undergoing a course of institutional or Inpatient care from a specific Provider,
- 3) is scheduled to undergo non-elective surgery from a specific Provider, including receipt of postoperative care with respect to the surgery,
- 4) is pregnant and undergoing a course of treatment for the Pregnancy from a specific Provider, or
- 5) is or was determined to be terminally ill and is receiving treatment for such illness from a specific Provider.

Note that during continuation, Plan benefits will be processed as if the termination had not occurred, however, the Provider may be free to pursue the Participant for any amounts above the Plan's benefit amount.

12. In the **Summary of Benefits** section, the following provision is added:

No Surprises Act – Emergency Services and Surprise Bills

For Non-Network claims subject to the No Surprises Act ("NSA"), Participant cost-sharing will be the same amount as would be applied if the claim was provided by a Network Provider and will be calculated as if the Plan's Allowable Expense was the Recognized Amount, regardless of the Plan's actual Maximum Allowable Charge. The NSA prohibits Providers from pursuing Participants for the difference between the Maximum Allowable Charge and the Provider's billed charge for applicable services, with the exception of valid Plan-appointed cost-sharing as outlined above. Any such cost-sharing amounts will accrue toward In-Network Deductibles and out of pocket maximums.

Benefits for claims subject to the NSA will be denied or paid within 30 days of receipt of an initial claim, and if approved will be paid directly to the Provider.

Claims subject to the NSA are those which are submitted for:

- Emergency Services;
- Non-emergency services rendered by a Non-Network Provider at a Participating Health Care Facility, provided the Participant has not validly waived the applicability of the NSA; and
- Covered Non-Network air ambulance services.

All other sections of the Plan remain unchanged.

APPROVED AND ACCEPTED

By: _____
Signature

Title: _____

Date: _____

AMENDMENT NUMBER 5

TO

**City of Alliance
Medical and Dental Plan**

BY THIS AGREEMENT, **City of Alliance** is hereby amended effective January 1, 2023:

THE SUMMARY OF BENEFITS SECTION IS AMENDED AS FOLLOWS:

Summary of Benefits – Medical

	MIDLANDS CHOICE PROVIDERS	NON-NETWORK PROVIDERS
MAXIMUM CALENDAR YEAR BENEFIT AMOUNT	Unlimited	
Note: The maximums listed below are the total for Network and Non-Network expenses. For example, if a maximum of 60 days is listed twice under a service, the Calendar Year maximum is 60 days total which may be split between Network and Non-Network providers.		
DEDUCTIBLE, PER CALENDAR YEAR		
Per Plan Participant	\$3,000	\$3,360
Per Family Unit	\$5,600	\$6,720
MAXIMUM OUT-OF-POCKET AMOUNT, PER CALENDAR YEAR (including deductible)		
Per Plan Participant	\$4,000	\$8,000
Per Family Unit	\$8,000	\$16,000
The Plan will pay the designated percentage of Covered Expenses until out-of-pocket amounts are reached, at which time the Plan will pay 100% of the remainder of Covered Expenses for the rest of the Calendar Year unless stated otherwise.		
The following charges do not apply toward the out-of-pocket maximum and are never paid at 100%. Cost containment penalties		

IN WITNESS WHEREOF, this Agreement has been executed this _____ day of _____, 20____.

By: _____
Employer

Witness

AMENDMENT NUMBER 6

TO

City of Alliance
Medical and Dental Plan

BY THIS AGREEMENT, **City of Alliance** is hereby amended effective January 1, 2023:

THE SUMMARY OF BENEFITS SECTION IS AMENDED AS FOLLOWS:

Summary of Benefits – Medical

	MIDLANDS CHOICE PROVIDERS	NON-NETWORK PROVIDERS
MAXIMUM CALENDAR YEAR BENEFIT AMOUNT	Unlimited	
Preventive Care		
Routine Well Care (Child and Adult)	100%, no deductible	70% after deductible
Covered Expenses include items and services rated A or B in the United States Preventive Services Task Force recommendations and services set forth in comprehensive guidelines supported by the Health Resources and Services Administration including but not limited to: office visits, pap smear, <i>mammogram and prostate screening will be covered every two years starting at age 40 and annually beginning at age 50,</i> gynecological exam, routine physical examination, x-rays, laboratory blood tests, immunizations, well child care and other preventive care services required by applicable law. For any service that does not have a Network provider available, coverage will be provided at the In-Network level of benefits. All covered services are subject to age and frequency limitations. The complete list of recommendations and guidelines that are required to be covered can be found at: http://www.hhs.gov/healthcare/about-the-law/preventive-care/index.html.		

IN WITNESS WHEREOF, this Agreement has been executed this _____ day of _____, 20____.

By: _____
Employer

Witness

Narrative

November 15, 2022



RESOLUTION - HEALTH PLAN AMENDMENTS

Brown and Brown Companies (formerly Hays), the City's health benefits broker, along with Regional Care, Inc. (RCI) provided the following amendments to our plan.



No Surprise Act (NSA) – Amendment #4

Amends plan language to incorporate federal laws that protect plan participants from unexpected medical bills and bans certain practices like surprise bills for emergency services, even if the services were out-of-network and without prior authorization.

Deductible Changes – Amendment #5

Deductible (per calendar year) - Amends plan language to reflect an increase in the Per Plan Participant deductible from \$2,800 to \$3,000 (in order to retain embedded deductible). Out-of-Network deductibles reflect a 20% differential, as required by the preferred provider network (Midland's Choice).

The amendment reduces the Maximum Out-Of-Pocket (OOP) Deductible for in-network providers from \$5,400 to \$4,000 Per Plan Participant and \$10,800 to \$8,000 Per Family Unit. It also reduces the Maximum Out-of-Pocket (OOP) Deductible for out-of-network providers from \$9,750 to \$8,000 Per Plan Participant and \$17,850 to \$16,000 Per Family Unit.

	MIDLANDS CHOICE PROVIDERS	NON-NETWORK PROVIDERS
MAXIMUM CALENDAR YEAR BENEFIT AMOUNT	Unlimited	
Note: The maximums listed below are the total for Network and Non-Network expenses. For example, if a maximum of 60 days is listed twice under a service, the Calendar Year maximum is 60 days total which may be split between Network and Non-Network providers.		
DEDUCTIBLE, PER CALENDAR YEAR		
Per Plan Participant	\$2,800 \$3,000	\$3,250 \$3,360
Per Family Unit	\$5,600	\$5,750 \$6,720
MAXIMUM OUT-OF-POCKET AMOUNT, PER CALENDAR YEAR (including deductible)		
Per Plan Participant	\$5,400 \$4,000	\$9,750 \$8,000
Per Family Unit	\$10,800 \$8,000	\$17,250 \$16,000
The Plan will pay the designated percentage of Covered Expenses until out-of-pocket amounts are reached, at which time the Plan will pay 100% of the remainder of Covered Expenses for the rest of the Calendar Year unless stated otherwise.		

Plan Enhancement – Mammogram/Prostate Screening – Amendment #6

The City of Alliance currently covers the Affordable Care Act's requirements for both mammograms and prostate screening. This amendment will cover procedures on an annual basis.

RECOMMENDATION: APPROVE THE RESOLUTION FOR HEALTH PLAN AMENDMENTS.

RESOLUTION NO. 22-99

WHEREAS, The City of Alliance offers health insurance to our employees; and

WHEREAS, Amendment No. 4 incorporates the No Surprise Act (NSA) within the City's current health plan; and

WHEREAS, Amendment No. 5 amends the plan language to reflect an increase in the Per Plan Participant deductible in order to retain an embedded deductible; and

WHEREAS, Amendment No. 6 will enhance the current plan benefits for mammogram and prostate procedures.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of Alliance, Nebraska, that Amendment No. 4, Amendment No. 5, and Amendment No. 6 be incorporated into the City's health insurance plan.

PASSED AND APPROVED this 15th day of November, 2022.

(SEAL)

Mike Dafney, Mayor

Attest: _____
Tarah S. Johnson, City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Office, Legal Counsel



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: Kelsey Turman Home/Work Number: _____
Email Address: kturman1983@gmail.com Cell phone Number: 760 4919
Address: 2633 Laramie Dr Alliance NE 69307
Employer: Bernies

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

- 1) BOA exp. 12-31-23
- 2) _____

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

reappointment

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

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

Name: _____	Name: _____
Address: _____	Address: _____
Phone: _____	Phone: _____
Email: _____	Email: _____

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: Kelsey Turman Date: 10/25/2022

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



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Name: Evan Mehne Home/Work Number: 308-761-4357
Email Address: evmehne48@gmail.com Cell phone Number: 308-763-8303
Address: 412 Big Horn Ave
Employer: CreativeTek

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

- 1) Board of Adjustment : PC rep
- 2) _____

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

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

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

Name: _____	Name: _____
Address: _____	Address: _____
Phone: _____	Phone: _____
Email: _____	Email: _____

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: Evan Mehne Date: 10/27/22

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Name: Sam Jackson Home/Work Number: (308) 760-0781

Email Address: bayardjackson30@gmail.com Cell phone Number: _____

Address: 516 Big Horn Avenue

Employer: Neptune Technology Group

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

1) Board of Adjustment

2) _____

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

I would like to be involved in the Community

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

City Clerk for Bayard

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

Name: Brent Kusek

Name: Shelbi Pitt

Address: _____

Address: _____

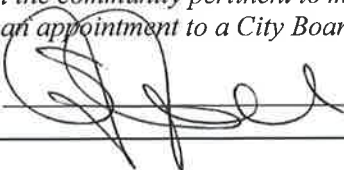
Phone: (308) 762-5400

Phone: (308) 762-5400

Email: bkusek@cityofalliance.net

Email: spitt@cityofalliance.net

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: 

Date: 10/28/22

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Name: Vickie Stenson-Mattox Home/Work Number: 308-762-8889

Email Address: Vickiemattox53@gmail.com Cell phone Number: 308-760-7950

Address: 1443 Platte Ave., Alliance

Employer: Retired, working part time Alliance Groc. Kart

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

- 1) Planning Commission
- 2) _____

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

I enjoy giving back to my community + helping where I can.

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

Alliance Chamber of Commerce
Keep Alliance Beautiful
United Way

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

Name: Sheila Roberts

Address: 14 Platte Ave.

Phone: 308-760-6886

Email: _____

Name: Kathy Worley

Address: 415 Grand Ave.

Phone: 308-762-3333

Email: _____

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: Vickie Stenson-Mattox

Date: Oct 28, 2022

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Current Board Members and Vacancies

<u>Board</u>	<u>Name</u>	<u>Term Expires</u>
Board of Adjustment	Stephen Brittan (Planning Commission Rep.)	12/31/2022
	Kelsey Turman	12/31/2022
	Clay Messersmith	12/31/2022
	Dick Fankhauser	12/31/2022
	Charles Giger	12/31/2022
	Chris Mundt (Alternate)	12/31/2022
Board of Health	Seth Sorensen	12/31/2022
	Mike Dafney	12/31/2022
	Philip Lukens	12/31/2022
	Brian Mischnick	12/31/2022
	Jessica Ott	12/31/2022
City Council	Earl Jones	12/1/2022
	Mike Dafney	12/1/2022
	Annora Bentley	12/1/2022
	Brian Mischnick	12/1/2024
	John McGhehey	12/1/2024
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	Rick Turman	12/31/2022
	Richard Arndt	12/31/2022
	Vickie Mattox	12/31/2022
	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
Police Citizen Advisory	Vacant (High School Rep.)	12/31/2026
	Vacant (Religious Rep.)	12/31/2026
	Vacant (Hispanic Rep.)	12/31/2026
	Vacant (Homemaker)	12/31/2026
	Vacant (Social Services Rep.)	12/31/2026
	Vacant (Native American Rep.)	12/31/2026
	Vacant (Business Rep.)	12/31/2026
	Vacant (Senior/Retired Rep.)	12/31/2026
	Vacant (School Admin Rep.)	12/31/2026
	Vacant (Police Dept. Rep.)	12/31/2026
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