### NOTICE OF A REGULAR CITY COUNCIL MEETING <u>CITY OF ALMA, NEBRASKA</u>

NOTICE IS HEREBY GIVEN a meeting of the City Council of the City of Alma, Nebraska, will meet at 5:30 pm on <u>Wednesday March 20, 2024</u>, at City Hall, located at 614 Main Street, which meeting will be open to the attendance of the public. An agenda for such meeting is kept continuously current and is available for public inspection at the Office of the City Clerk. All agenda items are discussion and/or action items.

### AGENDA - March 20, 2024

- MINUTES Council to approve Minutes of March 6, 2024, Regular Council Meeting
- PAYMENT OF CLAIMS Council to approve Payment of Claims for the period of 3/7/22 through 3/20/2024.
- TREASURER'S REPORT Council to review and discuss City's finances.
- PUBLIC HEARING Class C Liquor License for Pronto Alma
- DISCUSS/APPROVE Bidding of City Insurance
  - > Paul Waggoner, Presentation of Insurance Bid
  - Nate Fox, LARM, Presentation of Insurance Bid
    - Resolution 03-2024 Accept Insurance Provider
  - > Frank Erickson, Travelers Insurance, Presentation of Insurance Bid

### • DISCUSS/APPROVE Personnel

• Adjournment

Mayor and City Council reserve the right to adjourn into executive session on any Agenda item pursuant Section 84-1410 of the Nebraska Revised Statutes. Individuals who have appropriate items for City Council consideration should contact the City Office for a "Request for Future Agenda Items" form. If the issue can be handled administratively without Council action, notification will be provided. If the item is scheduled for a meeting or study session, notification of the date will be given. This is a public meeting, open to attendance by the public. This Agenda is kept continuously current. As of March 15, 2024, any additions or deletions to this Agenda may be obtained at the City Office (614 Main Street). –Dawn McNulty, City Clerk

#### MINUTE RECORD FOR CITY OF ALMA REGULAR CITY COUNCIL MEETING March 6, 2024

A regular meeting of the City Council of the City of Alma, Nebraska was held at City Hall on Wednesday, March 6, 2024, at 5:30 p.m.

Present were Council Members: Tom Moulton, Dyann Collins, Larry Casper, and Mayor and Acting Administrator Hal Haeker. Absent: Chris Tripe. City Clerk Dawn McNulty, Treasurer Tashia Butterfield, City Attorney Doug Walker, and City Utility Superintendent Russ Pfeil were also in attendance. Notification of this meeting and the agenda was given in advance by posting, a designated method for giving notice. Advance notice of the meeting and the agenda was given to the Mayor and all members of the City Council. All proceedings hereinafter were taken while the convened meeting was open to the attendance of the public.

Mayor Haeker advised the public of the Open Meetings Act posted on the east wall of the meeting room, and then proceeded to call the regular meeting of March 3, 2024, at 5:30 p.m. and the following business was transacted:

Roll call: Tom Moulton-present, Dyann Collins-present, Chris Tripe-absent, Larry Casper-present, and Mayor Haeker-present. Motion by Casper, second by Moulton, to determine this meeting as previously publicized, duly convened and in open session. There being no further discussion upon the motion made and upon roll call vote, the following voted yes: Casper, Collins, and Moulton. Voting no: None. Motion carried.

Mayor Haeker opened the floor to approve the minutes of the February 21, 2024, council meeting. Motion by Collins, second by Moulton, to approve the regular minutes of the February 21, 2024, council meeting. There being no further discussion upon the motion made and upon roll call vote, the following voted yes: Collins, Casper, and Moulton. Voting no: None. Motion carried.

Mayor Haeker opened the floor to discuss the claims and invoices for February 22, 2024, through March 6, 2024, for \$69,309.69. Motion made by Moulton, second by Collins, to approve the claims. There being no further discussion upon the motion made and upon roll call vote, the following voted yes: Collins, Moulton, and Casper. Voting no: None. Motion carried.

Mayor Haeker opened the floor to discuss and or approve the Treasurer's report. Motion by Moulton, second by Collins, to accept the Treasurer's report as presented. There being no further discussion upon the motion made and upon roll call vote, the following voted yes: Casper, Collins, and Moulton. Voting no: None. Motion carried.

Mayor Haeker opened the floor to discuss and or approve a request from the Parrot Theatre. Jacklyn Daake stated that the theatre is a 501c3 and is an asset to the community. Unfortunately, there has been misappropriation of funds by a board member which has been taken to law enforcement. Daake stated that they are fully expecting restitution, but at this time they are struggling. The theatre has cashed in some CDs and is looking for some financial help from the council in the form of a loan. Daake asked for 2 months of operating expenses which totaled \$2,500.00. Motion made by Collins, second by Casper, to approve a loan to the Parrot Theatre in the amount of \$2500.00 with a promissory note that Mayor Haeker will sign. There being no further discussion upon the motion made and upon roll call vote, the following voted yes: Collins, Moulton, and Casper. Voting no: None. Motion carried.

Mayor opened the floor to discuss and or approve Personnel. Mayor Haeker stated that he has talked with the second choice, and he is still interested in the position, but he has been interviewing for other jobs. He has a final interview for another position this week and he will let us know by next week. Haeker stated that if he chooses not to take the position, we will start advertising on Indeed again. Moulton asked if there had been any applications for the floater position. Russ Pfeil stated no. Casper stated if maybe we should reach out to the High Schools in the area and see if someone that is graduating is looking for a

Council Meeting Minutes 3-6-2024

position. City Clerk Dawn McNulty stated that she would take care of it. Casper asked the pool manager and if they would be returning. Treasurer Butterfield said yes. Moulton stated that we need to put ads out for all of the pool positions. Walker stated that we need to make it open to the public. Casper asked about when they were coming to put in the light pole to the ball field. Pfeil stated that it was supposed to be coordinated with NNPD. Haeker stated that he had spoken to Derek Ehrke, and they did not need the fields until May.

Motion to adjourn the meeting by Moulton, second by Casper. There being no further discussion upon the motion made and upon roll call vote, the following voted yes: Casper, Collins, and Moulton Voting no: None. The meeting was adjourned at 5:53 p.m.

Hal Haeker, Mayor

I the undersigned Clerk hereby certify that the forgoing is a true and correct copy of the proceedings had and done by the Mayor and Council; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the Clerk; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advanced notification of the time place and of said meeting and the subjects to be discussed at said meeting.

Dawn McNulty, City Clerk

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	Туре	Date	Due Date	Memo	Account	Class	Amount
Blue Cross Blue Shiel	d						
	Bill	03/07/2024	03/20/2024	Health Insurance - Clerk	10.2010 · Emp Health & Life Insurance	Gas Utility Department	491.09
	Bill	03/07/2024	03/20/2024	Health Insurance - Scott	10.2010 · Emp Health & Life Insurance	Water Utility Department	1,320.48
	Bill	03/07/2024	03/20/2024	Health Insurance - Russ	10.2010 · Emp Health & Life Insurance	Gas Utility Department	949.43
	Bill	03/07/2024	03/20/2024	Health Insurance - Travis 1/2	10.2010 · Emp Health & Life Insurance	Wastewater Utility Depa	660.24
	Bill	03/07/2024	03/20/2024	Health Insurance - Travis 1/2	10.2010 · Emp Health & Life Insurance	Street Department	660.23
	Bill	03/07/2024	03/20/2024	Health Insurance - Bowde	10.2010 · Emp Health & Life Insurance	Sanitation Department	1,320.48
	Bill	03/07/2024	03/20/2024	Health Insurance - Kent	10.2010 · Emp Health & Life Insurance	Gas Utility Department	491.09
	Bill	03/07/2024	03/20/2024	Health Insurance - Tashia	10.2010 Emp Health & Life Insurance	Water Utility Department	245.53
	Bill	03/07/2024	03/20/2024	Health Insurance - Tashia	10.2010 Emp Health & Life Insurance	General Fund	245.53
	Bill	03/07/2024	03/20/2024	Health Ins - Jordy	10.2010 · Emp Health & Life Insurance	Golf Fund	1,320.48
Total Blue Cross Blue S	Shield					-	7,704.58
Bosselman - Water De	ept						
	Credit	02/29/2024		Feb Tax Exempt	20.1060 · Fuel & Oil	Water Utility Department	(12.98)
	Credit	02/02/2024		Fuel Discount	20.1060 · Fuel & Oil	Water Utility Department	(1.17)
	Credit	02/13/2024		Fuel Discount	20.1060 · Fuel & Oil	Water Utility Department	(1.23)
	Credit	02/26/2024		Fuel Discount	20.1060 · Fuel & Oil	Water Utility Department	(1.15)
	Bill	02/02/2024	03/20/2024	Unleaded 23.319 @ \$2.899/gal	20.1060 · Fuel & Oil	Water Utility Department	67.60
	Bill	02/13/2024	03/20/2024	Unleaded 24.611 @ \$3.069/gal	20.1060 · Fuel & Oil	Water Utility Department	75.53
	Bill	02/26/2024	03/20/2024	Unleaded 23.003 @ \$2.999/gal	20.1060 · Fuel & Oil	Water Utility Department	68.99
Total Bosselman - Wat	er Dept					-	195.59
Chesterman Company	/-glf						
	Bill	03/13/2024	03/20/2024	Beverages Purchased	30.1042 · Purchases Beverages	Golf Fund	140.00
Total Chesterman Com City of Alma	pany-glf			-		-	140.00
-	Bill	03/07/2024	03/20/2024	February Sales Tax	70.5505 · Transfer Out - Sales Tax	Golf Fund	871.48
Total City of Alma City of Holdrege						-	871.48
	Bill	03/05/2024	03/20/2024	Landfill fees	20.1250 · Trash Removal	Sanitation Department	320.57
	Bill	03/08/2024	03/20/2024	Landfill fees	20.1250 · Trash Removal	Sanitation Department	228.32
	Bill	03/13/2024	03/20/2024	Landfill fees	20.1250 · Trash Removal	Sanitation Department	331.23
	Bill	03/15/2024	03/20/2024	Landfill fees	20.1250 · Trash Removal	Sanitation Department	219.30
Total City of Holdrege						-	1,099.42

	Туре	Date	Due Date	Memo	Account	Class	Amount
Diamond Exterminatin	g, Inc.						
	Bill	03/06/2024	03/20/2024 Pes	t Control - Johnson Center	20.1190 · Repairs & Maint. Buildings	Community Buildings De	45.00
	Bill	03/06/2024	03/20/2024 Pes	st Control - Auditorium	20.1190 · Repairs & Maint. Buildings	Community Buildings De	45.00
	Bill	03/06/2024	03/20/2024 Pes	t Control - City Office	20.1190 · Repairs & Maint. Buildings	General Fund	45.00
	Bill	03/06/2024	03/20/2024 Pes	st Control - Airport	20.1190 · Repairs & Maint. Buildings	Airport Fund	45.00
Total Diamond Extermin	ating, Ir	IC.				-	180.00
Duncan, Walker, Schei	nker & I	Daake					
	Bill	03/05/2024	03/20/2024 Leg	al Services - Feb 24	20.1110 · Legal Fees	General Fund	291.67
	Bill	03/05/2024	03/20/2024 Leg	al Services - Feb 24	20.1110 · Legal Fees	Gas Utility Department	291.67
	Bill	03/05/2024	03/20/2024 Leg	al Services - Feb 24	20.1110 · Legal Fees	Street Department	291.67
	Bill	03/05/2024	03/20/2024 Leg	al Services - Feb 24	20.1110 · Legal Fees	Water Utility Department	291.66
	Bill	03/05/2024	03/20/2024 Leg	al Services - Feb 24	20.1110 · Legal Fees	Wastewater Utility Depa	291.66
	Bill	03/05/2024	03/20/2024 Leg	al Services - Feb 24	20.1110 · Legal Fees	Sanitation Department	291.67
Total Duncan, Walker, S	Schenke	r & Daake				-	1,750.00
Frontier							
	Bill	02/29/2024	03/20/2024 City	Office-Line 2	20.1240 · Telephone Expense	General Fund	85.11
	Bill	03/01/2024	03/20/2024 City	Office-Fax	20.1240 · Telephone Expense	General Fund	99.09
	Bill	03/01/2024	03/20/2024 City	v Office	20.1240 · Telephone Expense	General Fund	81.92
Total Frontier						-	266.12
Frontier - Airport							
	Bill	03/01/2024	03/20/2024 Pho	one Service	20.1240 · Telephone Expense	Airport Fund	195.10
	Bill	03/01/2024	03/20/2024 Dist	h Network	20.1015 · Cable Television Expense	Airport Fund	148.77
	Bill	03/01/2024	03/20/2024 Inte	rnet Expense	20.1102 · Internet Expense	Airport Fund	104.52
Total Frontier - Airport						-	448.39
Frontier - Pool							
	Bill	03/04/2024	03/20/2024 Swi	mming Pool	20.1240 · Telephone Expense	Pool Department	84.65
Total Frontier - Pool						-	84.65

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### City of Alma Unpaid Claims by Vendor

March 7,	2024 thru	March 20,	2024

	Туре	Date	Due Date	Memo		Account	Class	Amount
Frontier - Sirens								
	Bill	02/29/2024	03/20/2024 308/	(196-0222 Siren	20.1240	Telephone Expense	Fire Department	6.93
	Bill	02/29/2024	03/20/2024 308/	/196-0574 Siren	20.1240	Telephone Expense	Fire Department	9.99
	Bill	02/29/2024	03/20/2024 308/	/196-0705 Siren	20.1240	Telephone Expense	Fire Department	9.99
	Bill	02/29/2024	03/20/2024 308/	(196-0709 Siren	20.1240	Telephone Expense	Fire Department	9.99
I	Bill	02/29/2024	03/20/2024 308/	928-2881 Lift Station	20.1240	· Telephone Expense	Wastewater Utility Depa	58.51
Total Frontier - Sirens							-	95.41
Frontier - Water Tower								
I	Bill	03/01/2024	03/20/2024 Wat	er Tower Alarm	20.1240	Telephone Expense	Water Utility Department	62.52
Total Frontier - Water Tow	ver						-	62.52
Harlan County Journal								
I	Bill	02/01/2024	03/20/2024 02/0	01/24 Ad: Utility Floater Positi	20.1170	Printing & Publishing	Gas Utility Department	54.15
I	Bill	02/01/2024	03/20/2024 notic	ce of ordinances 2024-2 thru	20.1170	Printing & Publishing	General Fund	28.74
I	Bill	02/08/2024	03/20/2024 02/0	8/24 Ad: Utility Floater Positi	(20.1170	Printing & Publishing	Gas Utility Department	54.15
I	Bill	02/15/2024	03/20/2024 02/1	5/24 Ad: Utility Floater Positi	(20.1170	Printing & Publishing	Gas Utility Department	54.15
I	Bill	02/15/2024	03/20/2024 notic	ce of liquor license-Short Sto	20.1170	Printing & Publishing	General Fund	11.42
I	Bill	02/15/2024	03/20/2024 02/0	7/24 Minutes/Claims	20.1170	Printing & Publishing	General Fund	62.26
I	Bill	02/22/2024	03/20/2024 02/2	2/24 Ad: Utility Floater Positi	(20.1170	Printing & Publishing	Gas Utility Department	54.15
I	Bill	02/29/2024	03/20/2024 02/2	9/24 Ad: Utility Floater Positi	(20.1170	Printing & Publishing	Gas Utility Department	54.15
l	Bill	02/29/2024	03/20/2024 02/2	9/24 Minutes/Claims	20.1170	Printing & Publishing	General Fund	53.79
l	Bill	02/08/2024	03/20/2024 Help	Wanted	20.1170	Printing & Publishing	Library Department	22.65
I	Bill	02/15/2024	03/20/2024 Help	Wanted	20.1170	<ul> <li>Printing &amp; Publishing</li> </ul>	Library Department	22.65
Total Harlan County Journ	nal							472.26
Hogeland's Market-37								
ļ	Bill	03/07/2024	03/20/2024 TP		30.1120	Supplies	General Fund	14.99
ļ	Bill	03/18/2024	03/20/2024 Aud	-paper towels, cleaning supp	30.1120	Supplies	Community Buildings De	19.27
I	Bill	03/18/2024	03/20/2024 JC-p	paper towels, TP, cleaning su	J 30.1120	Supplies	Community Buildings De	109.38
I	Bill	03/18/2024	03/20/2024 clea	ning supplies	30.1120	Supplies	General Fund	4.99
I	Bill	03/18/2024	03/20/2024 clea	ning supplies	30.1120	Supplies	Airport Fund	15.57
I	Bill	03/15/2024	03/20/2024 coffe	ee	30.1120	· Supplies	General Fund	14.39
Total Hogeland's Market-3	37							178.59

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			warch 7, 2024 thru wa	rch 20, 2024		
	Туре	Date	Due Date Memo	Account	Class	Amount
Hogeland's Market-47						
	Bill	02/20/2024	03/20/2024 milk, hvy whip cream	30.1042 · Purchases Beverages	Golf Fund	7.48
	Bill	02/20/2024	03/20/2024 limes	30.1044 · Purchases Food	Golf Fund	1.95
	Bill	02/20/2024	03/20/2024 pop purchased	30.1047 · Purchases Pop	Golf Fund	16.98
	Bill	03/08/2024	03/20/2024 celsius water	30.1042 · Purchases Beverages	Golf Fund	13.98
	Bill	03/08/2024	03/20/2024 limes	30.1044 · Purchases Food	Golf Fund	4.72
Total Hogeland's Marke	t-47				-	45.11
Holdrege Auto Parts, I	nc.					
	Bill	02/06/2024	03/20/2024 bar oil & engine oil	20.1200 · Repairs & Maint. Equipment	Golf Fund	35.77
Total Holdrege Auto Par	rts, Inc.				-	35.77
Midwest Turf						
	Bill	02/27/2024	03/20/2024 double driven spindle	20.1200 · Repairs & Maint. Equipment	Golf Fund	663.37
Total Midwest Turf					-	663.37
Municipal Supply Inc.	of Nebra	aska				
	Bill	03/08/2024	03/20/2024 24" HYMAX CLAMP	20.1200 · Repairs & Maint. Equipment	Wastewater Utility Depa	538.28
	Bill	03/08/2024	03/20/2024 HOSE CLAMPS, REPAIR CL	AM 20.1200 · Repairs & Maint. Equipment	Water Utility Department	168.99
Total Municipal Supply I	nc. of N	ebraska			-	707.27
Mutual of Omaha						
	Bill	03/07/2024	03/20/2024 Russ-Life/AD&D	10.2010 · Emp Health & Life Insurance	Gas Utility Department	4.68
	Bill	03/07/2024	03/20/2024 Keri-Life/AD&D	10.2010 · Emp Health & Life Insurance	Library Department	4.68
	Bill	03/07/2024	03/20/2024 Travis-Life/AD&D	10.2010 · Emp Health & Life Insurance	Street Department	3.60
	Bill	03/07/2024	03/20/2024 Travis-Life/AD&D	10.2010 · Emp Health & Life Insurance	Wastewater Utility Depa	3.60
	Bill	03/07/2024	03/20/2024 Scott-Life/AD&D	10.2010 · Emp Health & Life Insurance	Water Utility Department	7.20
	Bill	03/07/2024	03/20/2024 Kent-Life/AD&D	10.2010 · Emp Health & Life Insurance	Gas Utility Department	7.20
	Bill	03/07/2024	03/20/2024 Tashia-Life/AD&D	10.2010 · Emp Health & Life Insurance	Water Utility Department	3.60
	Bill	03/07/2024	03/20/2024 Tashia-Life/AD&D	10.2010 · Emp Health & Life Insurance	General Fund	3.60
	Bill	03/07/2024	03/20/2024 Bowde-Life/AD&D	10.2010 · Emp Health & Life Insurance	Sanitation Department	7.20
	Bill	03/07/2024	03/20/2024 Dawn-Life/AD&D	10.2010 · Emp Health & Life Insurance	Gas Utility Department	7.20
Total Mutual of Omaha					-	52.56
Mutual of Omaha-Glf						
	Bill	03/07/2024	03/20/2024 Jordy-Life/AD&D	10.2010 · Emp Health & Life Insurance	Golf Fund	7.20
Total Mutual of Omaha-	Glf				-	7.20

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					20, 2024		
	Туре	Date	Due Date	Memo	Account	Class	Amount
National Public Gas Age	ency						
	Bill	03/13/2024	03/20/2024	Gas purchased	20.1070 · Gas Purchased	Gas Utility Department	4,727.49
Total National Public Gas	Agenc	y				-	4,727.49
Nebraska Golf & Terf							
	Credit	01/01/2024	01/01/2024	OTH - CCPR 6 PASS ACCEL CA	20.1200 · Repairs & Maint. Equipment	Golf Fund	(30.04)
	Bill	03/05/2024	03/20/2024	throttle cable, screw torx	20.1200 · Repairs & Maint. Equipment	Golf Fund	40.59
Total Nebraska Golf & Te	rf					-	10.55
Nebraska Library Comm	nission	l					
	Bill	03/08/2024	03/20/2024	Pinoeer Consortium Fees	20.1035 · Dues & Fees	Library Department	840.00
Total Nebraska Library Co	ommiss	sion				-	840.00
Nebraska Public Health	Enviro	onmental La	ab				
	Bill	03/12/2024	03/20/2024	Nitrate, Coliform testing	20.1280 · Water Testing	Water Utility Department	62.00
Total Nebraska Public He	alth En	vironmenta	l Lab			-	62.00
Nebraska Public Power	Distric	t, glf					
	Bill	03/01/2024	03/20/2024	52297 / Storage Shed/Country C	20.1040 · Electric Expense	Golf Fund	123.09
	Bill	03/01/2024	03/20/2024	52345 / Club House	20.1040 · Electric Expense	Golf Fund	254.99
Total Nebraska Public Po	wer Dis	strict, glf				-	378.08
Nebraska Public Power	Distric	t,gv't					
	Bill	03/01/2024	03/20/2024	Municipal Lighting -52274	20.1040 · Electric Expense	Street Department	2,408.53
	Bill	03/01/2024	03/20/2024	City Office 614 Main - 52276	20.1040 · Electric Expense	General Fund	137.96
	Bill	03/01/2024	03/20/2024	Siren 614 Main -52285	20.1040 · Electric Expense	Fire Department	31.58
	Bill	03/01/2024	03/20/2024	Ball Field -52294	20.1040 · Electric Expense	Recreation Department	31.58
	Bill	03/01/2024	03/20/2024	Shelter House -52300	20.1040 · Electric Expense	Park Department	31.58
	Bill	03/01/2024	03/20/2024	Sign N RR Track & Main St/Hwy	20.1040 · Electric Expense	Street Department	148.14
	Bill	03/01/2024	03/20/2024	Comm Bldg-Main St -52312	20.1040 · Electric Expense	Community Buildings De	63.59
	Bill	03/01/2024	03/20/2024	210 Church Outlet & Light -52314	20.1040 · Electric Expense	Street Department	9.53
	Bill	03/01/2024	03/20/2024	Auditorium 807 Main St -52317	20.1040 · Electric Expense	Community Buildings De	106.10
	Bill	03/01/2024	03/20/2024	Caring Cupboard -52320	20.1040 · Electric Expense	Community Buildings De	154.66
	Bill	03/01/2024	03/20/2024	Gas Storage 411 Main -52323	20.1040 · Electric Expense	Gas Utility Department	33.57
	Bill	03/01/2024	03/20/2024	RV Trailer Park 501 South -5232	20.1040 · Electric Expense	RV Park Fund	30.00
	Bill	03/01/2024	03/20/2024	City Shop 501 Main -52329	20.1040 · Electric Expense	Shop Department	112.21
	Bill	03/01/2024	03/20/2024	North Siren Hwy 136 -52335	20.1040 · Electric Expense	Fire Department	47.37
	Bill	03/01/2024	03/20/2024	Well Control -Division -52338	20.1040 · Electric Expense	Water Utility Department	31.58

	Туре	Date	Due Date	Memo	Account	Class	Amount
	Bill	03/01/2024	03/20/2024	Siren @ 100 2nd St -52340	20.1040 · Electric Expense	Fire Department	47.37
	Bill	03/01/2024	03/20/2024	Filtering Station-Division -52343	20.1040 · Electric Expense	Street Department	160.93
	Bill	03/01/2024	03/20/2024	Walking Path -52351	20.1040 · Electric Expense	Pheasant Ridge Trail De	211.07
	Bill	03/01/2024	03/20/2024	Gazebo Lights -52354	20.1040 · Electric Expense	Street Department	48.45
	Bill	03/01/2024	03/20/2024	Sanitation -52363	20.1040 · Electric Expense	Sanitation Department	253.71
	Bill	03/01/2024	03/20/2024	Swimming Pool -24578	20.1040 · Electric Expense	Pool Department	54.07
	Bill	03/01/2024	03/20/2024	Johnson Center LED Sign -2559	(20.1040 · Electric Expense	Community Buildings De	23.22
Total Nebraska Public P	ower Di	strict,gv't				_	4,176.80
Nebraska Rural Water	Associa	ation					
	Bill	02/19/2024	03/20/2024	2024 Annual Conference-Scott	20.1180 · Professional & School	Water Utility Department	445.00
	Bill	02/19/2024	03/20/2024	2024 Annual Conference-Kent	20.1180 · Professional & School	Water Utility Department	445.00
Total Nebraska Rural W	ater Ass	sociation				-	890.00
Platinum Awards & Gif	ts						
	Bill	03/01/2024	03/20/2024	trail end sign	30.1100 · Signs & Posts	Pheasant Ridge Trail De	20.85
Total Platinum Awards 8	Gifts					-	20.85
Principal							
	Bill	03/07/2024	03/20/2024	Vision Insurance	10.2030 · Employee Eyecare Insurance	Gas Utility Department	18.87
	Bill	03/07/2024	03/20/2024	Vision Insurance	10.2030 · Employee Eyecare Insurance	Library Department	6.29
	Bill	03/07/2024	03/20/2024	Vision Insurance	10.2030 · Employee Eyecare Insurance	Street Department	3.14
	Bill	03/07/2024	03/20/2024	Vision Insurance	10.2030 · Employee Eyecare Insurance	Wastewater Utility Depa	3.14
	Bill	03/07/2024	03/20/2024	Vision Insurance	10.2030 · Employee Eyecare Insurance	Water Utility Department	9.44
	Bill	03/07/2024	03/20/2024	Vision Insurance	10.2030 · Employee Eyecare Insurance	Sanitation Department	6.29
	Bill	03/07/2024	03/20/2024	Vision Insurance	10.2030 · Employee Eyecare Insurance	General Fund	3.15
	Bill	03/07/2024	03/20/2024	Dental Insurance	10.2020 · Employee Dental Insurance	Gas Utility Department	120.57
	Bill	03/07/2024	03/20/2024	Dental Insurance	10.2020 · Employee Dental Insurance	Library Department	40.19
	Bill	03/07/2024	03/20/2024	Dental Insurance	10.2020 · Employee Dental Insurance	Street Department	20.09
	Bill	03/07/2024	03/20/2024	Dental Insurance	10.2020 · Employee Dental Insurance	Wastewater Utility Depa	20.09
	Bill	03/07/2024	03/20/2024	Dental Insurance	10.2020 · Employee Dental Insurance	Water Utility Department	60.29
	Bill	03/07/2024	03/20/2024	Dental Insurance	10.2020 · Employee Dental Insurance	Sanitation Department	40.19
	Bill	03/07/2024	03/20/2024	Dental Insurance	10.2020 · Employee Dental Insurance	General Fund	20.10
Total Principal						_	371.84

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	Туре	Date	Due Date	Memo		Account	Class	Amount
Principal-Golf								
	Bill	03/07/2024	03/20/2024 Dental In	surance	10.2020	Employee Dental Insurance	Golf Fund	40.19
	Bill	03/07/2024	03/20/2024 Vision In	surance	10.2030	· Employee Eyecare Insurance	Golf Fund	6.29
Total Principal-Golf							-	46.48
QT Petroleum On Dema	and							
	Bill	03/10/2024	03/20/2024 Base Ne	twork Access	20.1035	· Dues & Fees	Airport Fund	1,195.00
	Bill	03/10/2024	03/20/2024 Annual C	Cell Plan	20.1035	· Dues & Fees	Airport Fund	480.00
Total QT Petroleum On E	Demand	ł					-	1,675.00
S & W Auto Parts-gov't								
	Bill	03/06/2024	03/20/2024 truck lift	for shop	50.1300	· Cap Outlay - Equip & fixtures	Gas Utility Department	8,259.00
	Bill	03/04/2024	03/20/2024 12ga 2 w	vire	20.1200	· Repairs & Maint. Equipment	Street Department	7.59
	Bill	03/13/2024	03/20/2024 towels		30.1120	Supplies	Sanitation Department	12.49
	Bill	03/13/2024	03/20/2024 alternato	r & battery	20.1200	· Repairs & Maint. Equipment	Wastewater Utility Depa	791.75
	Bill	03/07/2024	03/20/2024 fuse		30.1120	· Supplies	Wastewater Utility Depa	2.56
	Bill	03/08/2024	03/20/2024 mirror		20.1200	· Repairs & Maint. Equipment	Water Utility Department	22.79
	Bill	03/13/2024	03/20/2024 battery c	able, terminal nut-bolt -	l 20.1200	· Repairs & Maint. Equipment	Wastewater Utility Depa	35.90
Total S & W Auto Parts-g	jov't						_	9,132.08
Samantha Kresser								
	Bill	03/11/2024	03/20/2024 March C	leaning Services	10.4005	Nonemployee Compensation	Airport Fund	25.00
	Bill	03/11/2024	03/20/2024 March C	leaning Services	10.4005	Nonemployee Compensation	General Fund	86.25
	Bill	03/11/2024	03/20/2024 March C	leaning Services	10.4005	Nonemployee Compensation	Community Buildings De	488.75
Total Samantha Kresser							_	600.00
Turnbull Land Recover	у							
	Bill	03/11/2024	03/20/2024 stump re	moval & clean up of RV	20.1210	Repairs & Maint. Grounds	RV Park Fund	3,750.00
Total Turnbull Land Reco	overy						_	3,750.00
Twin Valleys P.P.D.								
	Bill	03/06/2024	03/20/2024 2939700	1 W/SW 2-2-18	20.1040	Electric Expense	Water Utility Department	198.94
	Bill	03/06/2024	03/20/2024 2939700	3 W/SWSW 2-2-18	20.1040	Electric Expense	Water Utility Department	436.25
	Bill	03/06/2024	03/20/2024 2939700	4 SWNW 27-2-18	20.1040	Electric Expense	Airport Fund	138.06
	Bill	03/06/2024	03/20/2024 2939700	5 SENE 28-2-18 Termir	1 20.1040	Electric Expense	Airport Fund	71.49
Total Twin Valleys P.P.D							_	844.74

Тур	e Date	Due Date Memo	Account	Class	Amount
USTI - Vadim					
Bill	03/05/2024	03/20/2024 E-Statement bills - F	eb 20.1025 · Computer Services & Software	Gas Utility Department	34.13
Bill	03/05/2024	03/20/2024 E-Statement bills - F	eb 20.1025 · Computer Services & Software	Water Utility Department	34.13
Bill	03/05/2024	03/20/2024 E-Statement bills - F	eb 20.1025 · Computer Services & Software	Wastewater Utility Depa	34.12
Bill	03/05/2024	03/20/2024 E-Statement bills - F	eb 20.1025 · Computer Services & Software	Sanitation Department	34.13
Bill	03/05/2024	03/20/2024 ePrint Postage - Fel	20.1160 · Postage & Freight Expense	Gas Utility Department	60.06
Bill	03/05/2024	03/20/2024 ePrint Postage - Fel	20.1160 · Postage & Freight Expense	Water Utility Department	60.06
Bill	03/05/2024	03/20/2024 ePrint Postage - Fel	20.1160 · Postage & Freight Expense	Wastewater Utility Depa	60.05
Bill	03/05/2024	03/20/2024 ePrint Postage - Fel	20.1160 · Postage & Freight Expense	Sanitation Department	60.06
Total USTI - Vadim				-	376.74
Verizon Wireless-City					
Bill	02/28/2024	03/20/2024 Administrator Cell 0	20.1240 · Telephone Expense	General Fund	42.88
Bill	02/28/2024	03/20/2024 Gas Cell 1022	20.1240 · Telephone Expense	Gas Utility Department	54.28
Bill	02/28/2024	03/20/2024 On Call Cell 1047	20.1240 · Telephone Expense	Gas Utility Department	50.13
Bill	02/28/2024	03/20/2024 Water Cell 1278/ 92	40 20.1240 · Telephone Expense	Water Utility Department	42.88
Bill	02/28/2024	03/20/2024 Wastewater Cell 24	20.1240 · Telephone Expense	Wastewater Utility Depa	42.88
Bill	02/28/2024	03/20/2024 Sanitation Cell 0610	20.1240 · Telephone Expense	Sanitation Department	42.88
Total Verizon Wireless-City				_	275.93
EFT'S					
Eagle Distributing of Grand Isla	ar 03/07/2024	03/07/2024 Beer	30.1041 - Purchases Beer	Golf Fund	397.65
Eagle Distributing of Grand Isla	ar 03/14/2024	03/14/2024 Beer	30.1041 - Purchases Beer	Golf Fund	287.90
Johnson Brothers of Nebraska	03/12/2024	04/11/2024 Liquor	30.1045 - Purchases Liquor	Golf Fund	1,079.40
Nebraskaland Distributors	03/06/2024	03/06/2024 Beer	30.1041 - Purchases Beer	Golf Fund	204.60
Nebraskaland Distributors	03/13/2024	03/13/2024 Beer	30.1041 - Purchases Beer	Golf Fund	142.24
Republic National Distrubuting	C 03/13/2024	04/12/2024 Liquor	30.1045 - Purchases Liquor	Golf Fund	46.00
Republic National Distrubuting	C 03/13/2024	03/13/2024 Liquor	30.1045 - Purchases Liquor	Golf Fund	86.92
Southern Glazer's of NE	03/13/2024	04/12/2024 Liquor	30.1045 - Purchases Liquor	Golf Fund	845.66
Nebraska Department of Reve	n 03/20/2024	03/20/2024 February Sales Tax	20.1230 · Sales Tax in Sales	Gas Utility Department	3,940.05
Nebraska Department of Reve	n 03/20/2024	03/20/2024 February Sales Tax	20.1230 · Sales Tax in Sales	Water Utility Department	253.55
Nebraska Department of Reve	n 03/20/2024	03/20/2024 February Sales Tax	20.1230 · Sales Tax in Sales	Wastewater Utility Depa	496.03
Nebraska Department of Reve	n 03/20/2024	03/20/2024 February Sales Tax	Golf 20.1231 · Sales Tax in Sales - Golf	General Fund	871.48

8,651.48

	Туре	Date	Due Date	Memo	Account	Class	Amount
& BENEFITS		03/14/2024	03/14/2024 Payr	oll & Benefits		Gas Utility Department	5,927.19
		03/14/2024	-			General Fund	2,401.90
		03/14/2024	03/14/2024 Payre	oll & Benefits		Golf Fund	3,996.16
		03/14/2024	03/14/2024 Payre	oll & Benefits		Library Department	2,095.78
		03/14/2024	03/14/2024 Payre	oll & Benefits		Sanitation Dept	1,594.70
		03/14/2024	03/14/2024 Payre	oll & Benefits		Street Department	2,486.04
		03/14/2024	03/14/2024 Payre	oll & Benefits		Water Utility Department	1,989.69
						-	20,491.46

Total Expenditures

3/20/2024 **75,384.86** 

Mayor Hal Haeker

PAYROLL

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Councilwoman Dyann Collins

Councilman Tom Moulton

Councilman Chris Tripe

Councilman Larry Casper

CITY OF ALMA Monthly Treasurer's Report

1 ebidary 20, 2024									(F)						(L)		(K)		(L)				
		(B)		(C)		(D)		(E)	(B+C+D+E)	(G)		(H)		(1)	(F+G+H-!)		B+G+H-I)		+G+H-I)	_	(M)		(N)
		Checking		Money	C	Cert of Deposit	Due	e From	Total						Total				ey Market	Ce	rt of Deposit		e From
		Beginning		Market		Beginning	(Di	ue To)	Beginning	Total	т	ransfers In		Total	Ending		Ending		Ending		Ending		lue To)
Fund		Balance		Balance		Balance	Ba	lance	Balance	Deposits	(Tr	ansfers Out)	Di	sbursements	Balance		Balance		Balance		Balance		alance
Description		<u>2/1/2024</u>	2	2/1/2024		2/1/2024	<u>2/1</u>	/2024	2/1/2024	-ebruarv-24	F	ebruary-24		ebruary-24	<u>2/29/2024</u>		2/29/2024	<u>2/</u>	29/2024		2/29/2024	2/2	29/2024
General	\$	95,060.86	\$	-	\$	461,802.21	\$	-	\$ 556,863.07	41,043.12	\$	(423.79)	\$	30,756.33	\$ 566,726.07		103,703.77			\$	463,022.30	\$	-
Fire Building	\$	(1,127.88)	\$	-	\$	-	\$	-	\$ (1,127.88)	\$ -	\$	-	\$	163.23	\$ (1,291.11)		(1,291.11)			\$	-	\$	-
Electrical Fund	\$	61,729.25	\$	-	\$	-	\$	-	\$ 61,729.25	\$ 17,363.68	\$	-	\$	-	\$ 79,092.93	÷	79,092.93			\$	-	\$	-
Police	\$	6,936.00		-	\$	-	\$	-	\$ 6,936.00	-	\$	-	\$	3,468.00	\$ -,	\$	3,468.00			\$	-	\$	-
Community Buildings	\$	303,817.07	\$	-	\$	-	\$	-	\$ 303,817.07	\$ 630.00	\$	-	\$	1,924.74	\$ 	\$	302,522.33			\$	-	\$	-
Community Redevelopment Adv.	\$	15,749.00	\$	-	\$	-	\$	-	\$ 15,749.00	\$ 8.11	\$	-	\$	-	\$	\$	15,757.11			\$	-	\$	-
Park	\$	158.32	\$	-	\$	-	\$	-	\$ 158.32	\$ -	\$	-	\$	91.80	\$ 66.52		66.52			\$	-	\$	-
Pool	\$	112,183.74	\$	-	\$	-	\$	-	\$ 112,183.74	\$ 21,384.91	\$	-	\$	240.33	\$ ,	\$	133,328.32			\$	-	\$	-
Recreation	\$	1,121.50	\$	-	\$	-	\$	-	\$ 1,121.50	\$ -	\$	-	\$	7,498.83	\$ (6,377.33)		(6,377.33)			\$	-	\$	-
Shop	\$	1,171.57	\$	-	\$	-	\$	-	\$ .,	\$ -	\$	-	\$	1,638.86	\$ (467.29)		(467.29)			\$		\$	-
Street	\$	200,994.04	\$	-	\$	270,000.00	\$	-	\$ 470,994.04	\$ 26,230.10	\$	-	\$	16,792.26	\$ 480,431.88		210,431.88			\$	270,000.00	\$	-
Library	\$	15,242.31	\$	-	\$	-	\$	-	\$ 	\$ 101.00	\$	-	\$	7,895.15	\$ 7,448.16	\$	7,448.16			\$	-	\$	-
Hospital Bond Sinking Fund	\$	7,032.84		-	\$	232,650.07	\$	-	\$ 239,682.91	\$ 13.06	\$	1,666.67	\$	-	\$ 241,362.64	\$	8,712.57			\$	232,650.07	\$	-
Trail Project	\$	4,168.04	\$	-	\$	-	\$	-	\$ 4,168.04	-	\$	-	\$	214.42	\$ 3,953.62	\$	3,953.62			\$	-	\$	-
Housing Rehab	\$	18,328.05	\$	-	\$	-	\$	-	\$ 18,328.05	\$ 471.52		-	\$	-	\$ 18,799.57	\$	18,799.57			\$	-	\$	-
Airport	\$	49,288.91	\$	-	\$	5,000.00	\$	-	\$ 54,288.91	\$ 2,022.65		-	\$	24,774.66	\$ 31,536.90	\$	26,536.90			\$	5,000.00		-
Gas	\$	372,825.91	\$	-	\$	410,000.00	\$	-	\$ 782,825.91	\$ 103,760.54		-	\$	59,312.17	827,274.28	\$	417,274.28			\$	410,000.00		-
Water	\$	174,515.04	\$	-	\$	90,000.00	\$	-	\$ 264,515.04	\$ 15,963.46		-	\$	11,596.49	268,882.01	\$	178,882.01			\$	90,000.00	\$	-
Wastewater	\$	13,523.00	\$	-	\$	7,000.00	\$	-	\$ 20,523.00	\$ 8,017.40		-	\$	3,515.47	25,024.93	\$	18,024.93			\$	7,000.00	\$	-
Sanitation	\$	132,586.77	\$	-	\$	-	\$	-	\$ 132,586.77	\$ 18,329.15	\$	-	\$	12,636.33	\$ 138,279.59	\$	138,279.59			\$	-	\$	-
Golf	\$	28,336.12	\$	-	\$	-	\$	-	\$ 28,336.12	\$ 15,119.12	\$	(1,242.88)	\$	19,628.21	\$ 22,584.15	\$	22,584.15			\$	-	\$	-
RV Park	\$	207,038.16	\$	-	\$	-	\$	-	\$ 207,038.16	\$ 36,880.00		-	\$		\$ 	\$	243,878.90			\$	-	\$	-
Totals	\$	1,820,678.62	\$	-	\$	1,476,452.28	\$	-	\$ 3,297,130.90	\$ 307,337.82	\$	-	\$	202,186.54	\$ 3,402,282.18	\$ 1	,924,609.81	\$	-	\$ 1	,477,672.37	\$	-
	_																						

General Fund & Golf Fund \$ 1,881,340.56

Bank Account	Bank Account				(1) Balance	(2)			(3)	Ro	(1+2-3) conciled Balance
Description	Number				1/31/2024	 Deposits		Di	sbursements	net	2/29/2024
General Checking	55600410			5	1,749,263.71	\$ 297,672.52	\$ (423.79)	\$	198,570.80	\$	1,847,941.64
Golf Club Bar Checking	153957			5	29,014.89	\$ 20,882.05	\$ (1,242.88)	\$	23,855.18	\$	24,798.88
Housing Rehab Savings	58572920			S	18,328.05	\$ 471.52	\$ -	\$	-	\$	18,799.57
Hospital Sinking Fund Savings	37665320				7,032.84	\$ 13.06	\$ 1,666.67	\$	-	\$	8,712.57
CRA Checking	59772010			\$	15,749.00	\$ 8.11	\$ -	\$	-	\$	15,757.11
Credit Card Account	58513010			S	20,379.08	\$ 27,705.85	\$ -	\$	20,649.73	\$	27,435.20
Community Bank CD 16475	16475	24 Month	4.00%	3/6/2024 \$	80,000.00	\$ -		\$	-	\$	80,000.00
Banner Capital Bank CD 7595	7595	24 Month	4.00%	4/7/2024 \$	40,000.00	\$ -		\$	-	\$	40,000.00
Banner Capital Bank CD 45750	45750	18 Month	4.00%	7/9/2024	110,482.94	\$ -		\$	-	\$	110,482.94
Banner Capital Bank CD 48218	48218	18 Month	4.00%	7/9/2024	110,482.94	\$ -		\$	-	\$	110,482.94
Banner Capital Bank CD 47002	47002	18 Month	4.00%	7/13/2024	109,721.40	\$ -		\$	-	\$	109,721.40
Banner Capital Bank CD 40499	40499	12 Month	5.50%	10/11/2024	50,709.82	\$ -		\$	-	\$	50,709.82
Banner Capital Bank CD 47033	47033	12 Month	5.50%	10/11/2024	50,709.82	\$ -		\$	-	\$	50,709.82
First State Bank CD - Hospital	310411	6 Month	5.50%	3/28/2024	232,650.07	\$ -		\$	-	\$	232,650.07
First State Bank CD 410310	410310	11 Month	5.50%	8/14/2024	103,740.97	\$ -		\$	-	\$	103,740.97
First State Bank CD 40026	40026	12 Month	5.50%	10/27/2024	211,195.32	\$ -		\$	-	\$	211,195.32
First State Bank CD 410328	410328	13 Month	5.50%	3/5/2025	106,627.51	\$ 345.30		\$	-	\$	106,972.81
First State Bank CD 410329	410329	13 Month	5.50%	3/5/2025	106,627.51	\$ 345.30		\$	-	\$	106,972.81
First State Bank CD 410330	410330	13 Month	5.50%	3/5/2025	111,392.70	\$ 360.73		\$	-	\$	111,753.43
First State Bank CD 410331	410331	13 Month	5.50%	3/5/2025	52,111.28	\$ 168.76	 	\$	-	\$	52,280.04
				1	3,316,219.85	\$ 347,973.20	\$ -	\$	243,075.71	\$	3,421,117.34

\$ 1,477,672.37 CD's =

City of Alma Year to Date Treasurer Report February 29, 2024

					(F)				(J)	(K)	(L)		
	(B)	(C)	(D)	(E)	(B+C+D+E)	(G)	(H)	(1)	(F+G+H-I)	(B+G+H-I)	(C+G+H-I)	(M)	(N)
	Checking	Money	Cert of Deposit	Due From	Total	Total	Transfers In	Total	Total	Checking	Money Market	Cert of Deposit	Due From
	Beginning	Market	Beginning	(Due To)	Beginning	Deposits	Transfers (Out)	Disbursements	Ending	Ending	Ending	Ending	(Due To)
Fund	Balance	Balance	Balance	Balance	Balance	YTD	YTD	YTD	Balance	Balance	Balance	Balance	Balance
Description	10/1/2023	10/1/2023	10/1/2023	10/1/2023	10/1/2023	2/29/2024	2/29/2024	2/29/2024	2/29/2024	2/29/2024	<u>2/29/2024</u>	<u>2/29/2024</u>	<u>2/29/2024</u>
General	\$ 96,190.05		\$ 440,887.27	\$ -	\$ 537,077.32	\$ 222,855.91	\$ (85,945.79)	\$ 107,261.37	\$ 566,726.07	\$ 103,703.77		\$ 463,022.30	\$ -
Fire Building	\$ -		\$ -	\$-	\$ -	\$ -	\$ 2,000.00	\$ 3,291.11	\$ (1,291.11)	\$ (1,291.11)		\$-	\$ -
Electrical Fund	\$ 5,179-81		\$ -	\$ -	\$ 5,179.81	\$ 75,404.90	\$-	\$ 1,491.78	\$ 79,092.93	\$ 79,092.93		\$-	\$-
Police	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 20,808.00	\$ 17,340.00	\$ 3,468.00	\$ 3,468.00		\$-	\$ -
Community Buildings	\$ 380,897.95		\$ -	\$ -	\$ 380,897.95	\$ 2,283.56	\$-	\$ 80,659.18	\$ 302,522.33	\$ 302,522.33		\$-	\$-
CRA	\$ 5,044.11		\$ -	\$-	\$ 5,044.11	\$ 15,741.36	\$ -	\$ 5,028.36	\$ 15,757.11	\$ 15,757.1 <b>1</b>		\$ -	\$-
Park	\$ -		\$-	\$-	\$-	\$ 678.31	\$ 5,000.00	\$ 5,611.79		\$ 66.52		\$ -	\$-
Pool	\$ 41,260.33		\$ -	\$-	\$ 41,260.33	\$ 114,838.67	\$-	\$ 22,770.68		\$ 133,328.32		\$ -	\$-
Recreation	\$-		\$ -	\$ -	\$-	\$ 17,768.52			\$ (6,377.33)			\$-	\$-
Shop	\$ -		s -	\$ -	\$-	\$-	\$ 5,000.00	\$ 5,467.29				\$-	\$-
Street	\$ 198,066.97		\$ 270,000.00	\$ -	\$ 468,066.97	\$ 138,752.40	\$-	\$ 126,387.49	\$ 480,431.88	\$ 210,431.88		\$ 270,000.00	\$-
Library	\$-		\$ -	\$ -	\$-	\$ 16,330.50	\$ 25,000.00	\$ 33,882.34				\$-	\$ -
Hospital Bond Sinking Fund	\$ 328.84		\$ 229,468.94	\$ -	\$ 229,797.78	\$ 3,221.51						\$ 232,650.07	\$-
Trail Project	\$-		\$-	\$ -	\$-	\$ 5,257.00						\$ -	\$ -
Housing Rehab	\$ 16,632.13		\$ -	\$-	\$ 16,632.13	\$ 2,232.51	\$-	\$ 65.07	\$ 18,799.57	\$ 18,799.57		\$-	\$ -
Airport	\$ 54,368.15		\$ 5,000.00	\$ -	\$ 59,368.15	\$ 26,081.83	\$-	\$ 53,913.08		\$ 26,536.90		\$ 5,000.00	
Gas	\$ 383,867.49		\$ 410,000.00	\$ -	\$ 793,867.49	\$ 295,263.93		\$ 261,857.14		\$ 417,274.28		\$ 410,000.00	
Water	\$ 140,540.41		\$ 90,000.00	\$ -	\$ 230,540.41	\$ 124,551.59	\$-	\$ 86,209.99		\$ 178,882.01		\$ 90,000.00	\$ <del>-</del>
Wastewater	\$ 4,329.58		\$ 7,000.00	\$-	\$ 11,329.58	\$ 47,556.28	\$-	\$ 33,860.93		\$ 18,024.93		\$ 7,000.00	\$-
Sanitation	\$ 112,205.81		\$ -		\$ 112,205.81	\$ 86,821.06	\$-	\$ 60,747.28	\$ 138,279.59	\$ 138,279.59		s -	\$ -
Golf	\$ 27,591.88		\$-	\$ -	\$ 27,591.88	\$ 71,207.26				\$ 22,584.15		\$-	\$ -
RV Park	\$ 215,073.47		\$-		\$ 215,073.47	\$ 47,248.00		\$ 18,442.57	\$     243,878.90	\$ 243,878.90		\$ -	<u>\$ -</u>
Totals	\$ 1,681,576.98	\$ -	\$ 1,452,356.21	\$ -	\$ 3,133,933.19	\$ 1,314,095.10	\$ 0.00	\$ 1,045, <u>746.11</u>	\$ 3,402,282.18	\$ 1,924,609.81	\$ -	\$ 1,477,672.37	<u>\$</u>

APPLICATION FOR LI CHECKLIST RETAIL NEBRASKA LIQUOR CONTROL COM 301 CENTENNIAL MALL SOUTH PO BOX 95046 LINCOLN, NE 68509-5046 PHONE: (402) 471-2571 FAX: (402) 471-2571 FAX: (402) 471-2814 EMAIL: <u>lcc.frontdesk@nebraska.gov</u> WEBSITE: <u>www.lcc.nebraska.gov</u>	_	IAN 2 6 2024 Date Stamp HERE ONLY Do not stamp any of the following pages NEBRASKA LIQUOR CONTROL COMMISSION
Office Use Only NEW REPLACING Hot List Yes /No	674 TOP Yes No	Initial: KF

# PLEASE READ CAREFULLY

See directions on the next page. Provide all the items requested. Failure to provide any item will cause this application to be returned or placed on hold. All documents must be legible. Any false statement or omission may result in the denial, suspension, cancellation or revocation of your license. If your operation depends on receiving a liquor license, the Nebraska Liquor Control Commission cautions you that if you purchase, remodel, start construction, spend or commit money that you do so at your own risk. Prior to submitting your application review the application carefully to ensure that all sections are complete, and that any omissions or errors have not been made. You may want to check with the city/village or county clerk, where you are making application, to see if any additional requirements must be met before submitting application to the Nebraska Liquor Control Commission.

APPLICANT NAME Pronto Alma, LLC

TRADE (DBA) NAME Pronto Alma

PREVIOUS TRADE (DBA) NAME\_

CONTACT NAME AND PHONE NUMBER Mike Schroer- (308)530-8914

CONTACT EMAIL ADDRESS mrsproperties 11@gmail.com

1-31-2028 Θ 0 Office use only PAYMENT TYPE AMOUNT **RECEIVED:** 400000981 **FORM 100** DATE DEPOSITED REV 12/7/2022 PAGE 1

		ACENSETFORWHICH APPLICATION ISMADEAND FILES
CLAS	S C LIC	ENSE(S) <u>Application Fee \$400 (nonrefundable)</u> ENSE TERM IS FROM NOVEMBER 1 – OCTOBER 31 CLASSES TERM IS MAY 1 – APRIL 30
	A	BEER, ON SALE ONLY
	В	BEER, OFF SALE ONLY**
<u>x</u>	C Do you	BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE** intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(4) YES NO
	D	BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY**
	F	BOTTLE CLUB,
	I Do you	BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(5) YES NO
	J	LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120
	AB	BEER, ON AND OFF SALE
	AD	BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
	IB	BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY
	Class K	Catering endorsement (Submit Form 106) - Catering license (K) expires same as underlying retail license
	Class G	G Growler endorsement (Submit Form 165) – Class C licenses only
**Class		as C, Class D license do you intend to allow drive through services under Neb Rev. Statute $0.01(2)$ YES NO_X
ADDIT		FFFS WILL RE ASSESSED AT THE CITYAULLACE OD COUNTY LEVEL WHEN THE

# ADDITIONAL FEES WILL BE ASSESSED AT THE CITY/VILLAGE OR COUNTY LEVEL WHEN THE LICENSE IS ISSUED

### (HIERCEICE) AVIER CORPUTER CORPUTER CORPORATION (HICORE) AVIER CARRIERAN FROM AN CORPUTER CORPUTER

- \_\_\_\_\_ Individual License (requires insert FORM 104)
- \_\_\_\_\_ Partnership License (requires insert FORM 105)
- \_\_\_\_\_ Corporate License (requires FORM 101 & FORM 103)
- Limited Liability Company (LLC) (requires FORM 102 & FORM 103)

### N/MICOPAVERORNENCORGERNEASSISTERNCAMULEARDDECAVE(OR((Tepplicable)

Name Matthew D. Pederson

Phone Number 308-532-9744

Firm Name Pederson Law Office

Email address matt@pedersonlawoffice.net

Should we contact you with any questions on the application? YES NO\_\_\_\_\_ NO\_\_\_\_\_

PREMISES INFORMATION		NA STA		
Trade Name (doing business as) Pronto Alma		, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		. <u></u>
Street Address 1008 7th St.				مار
City_AlmaCo	ounty Harlan	51	_Zip Code_68920	+21
Premises Telephone number 308-530-8914				
Business e-mail address mrsproperties 11@gma	ail.com	<u> </u>		
Is this location inside the city/village corporate limits	Es <u>×</u>	NO		
MAILING ADDRESS (where you want to receiv Check if same as premises	e mail from the Com	nmission)		
Name Pronto Alma, LLC				
Street Address 1102 Tanner Court, P.O. Box	x 1532			
City_North Plattes	State NE		_Zip Code_ 69101	+19-
PROVIDE LENGTH X WIDTH IN FEET (NOT SQUA INDICATE THE DIRECTION OF NORTH Building length $\underline{56'}$ x width $\underline{50'}$ in feet Is there a basement? Yes No $\underline{7}$ Is there an outdoor area? Yes No $\underline{7}$ *If including an outdoor area permanent fencing is required. P fencing Number of floors of the building <b>PROVIDE DIAGRAM OF AREA TO BE LICENSED BE</b>	If yes, length If yes, length Please contact the local gov	x width verning body for	in feet+ • other requirements reg	garding
241	56,		REV 12	PRM 100 2/7/2022 PAGE 4

#### AND DICEANNE DENTIORAY FAVE ONE

### 1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)

Has <u>anyone</u> who is a party to this application, or their spouse, <u>EVER</u> been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

Include traffic violations. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES X NO If yes, please explain below or attach a separate page

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted ( city & state)	Description of Charge	Disposition

2. Was this premise licensed as liquor licensed business within the last two (2) years?

X \_\_\_\_\_\_NO

If yes, provide business name and license number\_Short Stop- 123674

3. Are you buying the business of a current retail liquor license?

X YES NO If yes, give name of business and liquor license number Short Stop- 123674

4. Are you filing a temporary operating permit (TOP) to operate during the application process?

Х YES NO

If yes

a) Attach temporary operating permit (TOP) (Form 125)

- a) Submit a copy of the business purchase agreement X
- b) Include a list of alcohol being purchased, list the name brand, container size and how many X

c) Submit a list of the furniture, fixtures and equipment

5. Are you borrowing any money from any source, include family or friends, to establish and/or operate the business?

_X	YES	NO	
If yes	, list the lend	<sub>der(s)</sub> Nebraskaland	Bank

6. Will any person or entity, other than applicant, be entitled to a share of the profits of this business?

 $\underline{}_{\text{YES}} \mathbf{X}_{\text{NO}}$ 

- -

If yes, explain. (all involved persons must be disclosed on application)

**No silent partners** 019.01E Silent Partners; Profit Sharing: No licensee or partner, principal, agent or employee of any Retail Liquor License shall permit any other person not licensed or included as a partner, principal, or stockholder of any Retail Liquor License to participate in the sharing of profits or liabilities arising from any Retail Liquor License. (53-1,100)

7. Will any of the furniture, fixtures and equipment to be used in this business be owned by others?

\_\_\_\_YES X NO

If yes, list such item(s) and the owner.\_\_\_\_\_

8. Is premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children; or within 300 feet of a college or university campus?

\_\_\_\_YES X NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Nebraska Revised Statute 53-177(1) AND PROVIDE FORM 134 – CHURCH OR FORM 135 – CAMPUS AND LETTER OF SUPPORT FROM CHURCH OR CAMPUS

9. Is anyone listed on this application a law enforcement officer? If yes, list the person, the law enforcement agency involved and the person's exact duties. (Nebraska Revised Statute 53-125(15)

 $\underline{YES} \times NO$ 

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business.a) List the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.

### Community Bank of Alma- Mike Schroer

11. List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. Include license holder name, location of license and license number. Also list reason for termination of any license(s) previously held.

### Please see attached list

Past and Present Liquor Licenses

- Big Red Liquor by Big Red Liquor, LLC
  - o 1421 E 4<sup>th</sup>, North Platte
  - o #21963 (current)
- Big Red Liquor at The Barn by MRS Properties, LLC
  - o 2500 West Front St., North Platte
  - o #122889 (current)
- The Cork & Cap by Cork & Cap, LLC
  - o 619 E St., Cozad
  - #122991 (sold business)
- Skyline Liquor by Skyline Spirits, LLC
  - o 201 S. Jeffers, North Platte
  - o #124560 (current)
- C&C Catering by Cork & Cap, LLC
  - o 304 East 5<sup>th</sup>, North Platte
  - o #124850 (current)
- Pronto Convenience by Pronto Fuel, LLC
  - o 431 Central Ave, Grant
  - o #125454 (current)
- Pronto at Pit Stop by Pronto Pit Stop, LLC
  - $\circ$  101 W 2<sup>nd</sup> St, Paxton
  - o #125538 (current)
- C&C Catering at the Fairgrounds by Cork & Cap, LLC
  - o 5015 Rodeo Rd, North Platte
  - o #125796 (current)
- C&C Catering at Harbor Lights by Cork & Cap, LLC
  - o 711 E North Lake Road, North Platte
  - Pending application
- Pronto Sutherland by MRS Properties, LLC
  - o 1000 1<sup>st</sup> St., Sutherland
  - Pending application

12. List the alcohol related training and/or experience (when and where) of the person(s) making application. Those persons required are listed as followed:

- Individual: Applicant and spouse; spouse is exempt if they filed Form 116 Affidavit of Non-Participation.
- Partnership: All partners and spouses, spouses are exempt if they filed Form 116 Affidavit of Non-Participation.
- Limited Liability Company: All member of LLC, Manager and all spouses; spouses are exempt if they filed Form 116 Affidavit of Non-Participation.
- Corporation: President, Stockholders holding 25% or more of shares, Manager and all spouses; spouses are exempt if they filed Form 116 Affidavit of Non-Participation.

NLCC certified training program completed

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Mike Schroer	10/2021	Hospitalityexam.com/liquorexam.com
Teri Schroer	10/2021	Hospitalityexam.com/liquorexam.com

#### Experience

Applicant Name/Job Title	Date of Employment	Name & Location of Business
Mike Schroer/Manager	2005	Sandhills Distributing, North Platte
Mike Schroer/Owner	2018	Various liugor stores and convenience stores

13. If the property is owned, submit a copy of the deed or proof of ownership. If leased, submit a copy of the lease covering the entire license year.

#### Documents must be in the name of applicant as owner or lessee

× Lease expiration date January 31, 2028

\_\_\_\_Deed

Purchase Agreement

14. When do you intend to open for business? January 31, 2024

15. What will be the main nature of business? Convenience store

16. What are the anticipated hours of operation? 6 am-9 pm

17. List the principal residence(s) for the past 10 years for <u>ALL</u> persons required to sign, including spouses.

APPLICANT CITY & STATE	FROM	EAR TO	SPOUSE CITY & STATE	FROM	EAR TO
North Platte, Nebraska	1997	Present	North Platte, Nebraska	1969	Presen
· · · · · · · · · · · · · · · · · · ·					

If necessary, attach a separate sheet

### PERSONAL OATHAND/CONSENT/OF/IN/FST/GATION SIGNATURE PAGE - PLEASE READ CAREFULLY

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules, regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

Must be signed by all applicant(s) and spouse(s) owning more than 25% (YOU-MAY NEED TO PRINT MULITPLE SIGNATURE PAGES)

Signature of APPLICANT

MIKE Schoop

Printed Name of APPLICANT

Signature c

Tevi Schvoek

Printed Name of SPOUSE

Signature of APPLICANT

Signature of SPOUSE

Printed Name of APPLICANT

Printed Name of SPOUSE

### League Association of Risk Management 2023-24 New Resolution

RESOLUTION NO.

WHEREAS, The	is a member of the League Association of Risk
Management (LARM);	

WHEREAS, section 8.10 of the Interlocal Agreement for the Establishment and Operation of the League Association of Risk Management provides that a member may voluntarily terminate its participation in LARM by written notice of termination given to LARM and the Nebraska Director of Insurance at least 90 days prior to the desired termination given to and that members may agree to extend the required termination notice beyond 90 days in order to realize reduced excess coverage costs, stability of contribution rates and efficiency in operation of LARM; and

WHEREAS, the Board of Directors of LARM has adopted a plan to provide contribution credits in consideration of certain agreements by members of LARM as provided in the attached letter.

BE IT RESOLVED that the governing body of The \_\_\_\_\_\_, Nebraska, in consideration of the contribution credits provided under the LARM Board's plan, agrees to:

- O Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30, 2026. (<u>180 day and 3 year commitment; 5% discount</u>)
- O Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30, 2025. (<u>180 day and 2 year commitment; 4% discount</u>)
- O Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30, 2024. (<u>180 day notice only; 2% discount</u>)
- Provide written notice of termination at least 90 days prior to the desired termination date, which date shall be no sooner than September 30, 2026. (<u>90 day notice and 3 year commitment only; 2%</u> <u>discount</u>)
- O Provide written notice of termination at least 90 days prior to the desired termination date, which date shall be no sooner than September 30, 2025. (<u>2 year commitment only; 1%</u>)
- O Provide written notice of termination at least 90 days prior to the desired termination date, which date shall be no sooner than September 30, 2024. (90 day Notice only)

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_, \_\_\_\_,

Signature:	•
Title:	-
ATTEST:	 -
Title:	 -1

Please email (customerservice@LARMpool.org) or fax (402.476.4089) the completed resolution to LARM.

### AGREEMENT FOR THE ESTABLISHMENT AND OPERATION OF THE LEAGUE ASSOCIATION OF RISK MANAGEMENT

#### UNDER THE INTERGOVERNMENTAL RISK MANAGEMENT ACT AND THE INTERLOCAL COOPERATION ACT STATE OF NEBRASKA

- 1. Parties. The parties to this Agreement are the Nebraska public agencies that are signatories hereto.
- 2. <u>Recitals</u>. This Agreement is based upon certain understandings and in furtherance of certain purposes, as follows:
  - 2.1. Nebraska law permits two or more public agencies to make and execute an agreement providing for joint and cooperative action in accordance with the Intergovernmental Risk Management Act to form, become members of, and operate a risk management pool for the purpose of providing to members risk management services and insurance coverages in the form of group self-insurance or standard insurance, including any combination of group self-insurance and standard insurance, to protect members against losses arising from any of the following:
    - a. General liability
    - b. Damage, destruction, or loss of real or personal property, including, but not limited to, loss of use or occupancy, and loss of income or extra expense resulting from loss of use or occupancy;
    - c. Errors and omissions liability; and
    - d. Workers' compensation liability.
  - 2.2. The signatories hereto have determined that there is a need to establish and operate a risk management pool to provide some or all the types of service and coverages identified in Section 2.1.
- 3. Definitions.
  - 3.1. Act shall mean the Intergovernmental Risk Management Act, *Neb. Rev. Stat.* Sections 44-4301 et seq., and all amendments thereto.
  - 3.2. Administrator shall mean the Executive Director of the League of Nebraska Municipalities.
  - 3.3. Agreement shall mean this agreement for the establishment and operation of LARM and any addenda, extensions or amendments hereto.
  - 3.4. Board shall mean the Board of Directors of the League Association of Risk Management.
  - 3.5. Bylaws shall mean the bylaws established and approved under this agreement governing the operation of LARM.
  - 3.6. Director shall mean the State of Nebraska Director of Insurance.
  - 3.7. Errors and omissions liability shall mean liability to which a member of a governing body of a public agency may be subject in an individual capacity by reason of any error, misstatement,

misleading statement, act, omission, neglect of duty, or breach of duty, including misfeasance or nonfeasance in the performance of duties of the public agency.

- 3.8. Former member shall mean a member of LARM after its participation has terminated either voluntarily or involuntarily. A member is only a former member with regard to any terminated period of participation. A member may be a participating member for one period of participation, and a former member for a previous or subsequent period of participation.
- 3.9. General liability shall mean any liability other than workers' compensation liability, to which a public agency may be subject (a) directly, (b) by reason of liability arising out of an act or omission of its employee, agent or officer in the course and scope of employment, (c) by reason of liability arising out of an act or omission of its student in the course and scope of education or training, or (d) by reason of liability it has assumed by contract. It includes, but is not limited to, liability commonly protected against by casualty insurance, general liability insurance, professional liability insurance, automobile insurance, motor vehicle insurance, and surety and fidelity insurance.
- 3.10. Group self-insurance shall mean the pooling of public money by a risk management pool from contributions by its members for the purpose of payment of losses incurred by members which are protected against by the pool.
- 3.11. League shall mean the League of Nebraska Municipalities.
- 3.12. League Association of Risk Management or LARM shall mean the risk management pool established and operated under this agreement
- 3.13. Member, in the context of a member of LARM, shall mean any municipality or other public agency whose application for membership has been approved by the Board and that has lawfully entered into this agreement.
- 3.14. Coverage Document shall mean the extension to this agreement, provided for in Section 7.1.
- 3.15. Participating member or participant shall mean a member of LARM for that period of time from its admittance into this agreement until that member's participation is terminated either voluntarily or involuntarily.
- 3.16. Public agency shall mean any county, city, village, school district, public power district, rural fire district, or other political subdivision of the State of Nebraska, the State of Nebraska, the University of Nebraska, and any corporation whose primary function is to act as an instrumentality or agency of the State of Nebraska.
- 3.17. Risk management pool shall mean an association formed by two or more public agencies by an agreement pursuant to the Intergovernmental Risk Management Act providing for joint and cooperative action in the use of their financial or administrative resources in order to accomplish any of the public and governmental purposes authorized by the Act.

- 3.18. Standard insurance shall mean any policy of insurance issued by a company licensed to transact insurance business in the State of Nebraska for any policy of insurance issued in accordance with the requirements for a lawful surplus lines insurance transaction.
- 3.19. Workers' compensation liability shall mean liability to which a public agency may be subject as an employer under the Nebraska Workers' Compensation Act.
- 4. <u>Establishment</u>. The undersigned public agencies hereby jointly and cooperatively establish a risk management pool under the provisions of the Act with all the rights, powers and privileges vested in and conferred upon such a pool under the laws of the State of Nebraska. The name of the pool shall be the League Association of Risk Management.
- 5. <u>Purpose</u>. The purpose of this agreement is to establish and operate a pool as provided in Section 2.1.
- 6. <u>Powers</u>. In order to carry out this purpose, LARM shall exercise and enjoy all the powers, privileges and authority exercised or capable of exercise by a pool created pursuant to the Act, including, but not limited to, the power to issue bonds or other obligations on behalf of public agencies or to otherwise assist in the issuance by such public agencies of such obligations; provided, however, that nothing herein shall prevent any of the parties hereto from separately exercising any such powers, privileges or authority.
- 7. <u>Financial Plan</u>. The Board shall establish and maintain a Financial Plan in accordance with the Act, including each of the following.
  - 7.1. <u>Coverage Document</u>. The Board shall establish and maintain a Coverage Document which shall set forth:
    - 7.1.1. the types of coverage to be offered by LARM in the form of group self-insurance;
    - 7.1.2. applicable deductible levels;
    - 7.1.3. maximum levels of claims which LARM will self-insure; and
    - 7.1.4. guidelines to assist members in identifying what losses are covered, what losses are excluded from coverage, and any other terms and conditions under which group self-insurance coverage is provided, limited or excluded.

Any change to the Coverage Document shall be adopted by a majority vote of the Board and such change shall be filed with the Director at least thirty (30) days in advance of the effective date of change.

- 7.2. <u>Cash Reserves</u>. The Board shall review appropriate actuarial analyses and shall establish and maintain an amount of cash reserves to be set aside for the payment of claims.
- 7.3. <u>Standard Insurance</u>. The Board shall establish and approve the amount of standard insurance to be purchased by LARM to provide coverage over and above the claims which are not to be satisfied directly from LARM's resources.
- 7.4. <u>Excess Insurance</u>. The Board shall establish and approve the amount of aggregate excess insurance coverage and specific excess insurance coverage to be purchased in a given fiscal period.

- 8. <u>Plan of Management</u>. The Board shall establish and maintain a Plan of Management in accordance with the Act, including each of the following.
  - 8.1. <u>Board of Directors</u>. The governing authority of LARM shall be a Board of Directors consisting of elected or appointed officials or employees of participating members. The initial Board shall consist of nine persons, but the number may be increased by the Board up to fifteen persons to maintain appropriate size and geographic representation as the number of LARM members increases. A vacancy on the Board shall be filled by a majority vote of the Board upon recommendation made by the Administrator. The person appointed to fill a vacancy shall serve for the remainder of the term of the vacating director.
    - 8.1.1. The President of the League and the Administrator shall be non-voting ex officio members of the Board of Directors.
    - 8.1.2. The ex officio members of the Board shall be in addition to the elected and appointed members of the Board, and shall not be counted for purposes of a quorum.
    - 8.1.3. Each elected or appointed Board member shall be entitled to one vote in all matters that come before the Board.
    - 8.1.4. Board election procedures shall be as follows;
      - 8.1.4.1. A nominating committee shall recommend candidates for the Board to the members. The nominating committee shall consist of the chairperson of the Board, an individual from a participating member selected by the Board and the Administrator. Additional nominations shall be requested from participating members at the meeting.
      - 8.1.4.2. Each participating member may cast one vote for each of the open Board positions.
    - 8.1.5. Members of the Board of Directors shall serve staggered terms of three years to promote stability and continuity.
    - 8.1.6. The terms of office of the members of the Board of Directors shall commence January 1<sup>st</sup> of the first year of the term and conclude on December 31<sup>st</sup> of the last year of the term.
    - 8.1.7. Term Limit. The Board of Directors service shall be restricted to two consecutive threeyear terms to assure that all LARM members have opportunity for representation as Board members. Any LARM member that has previously been represented on the LARM Board of Directors may be eligible again for future service following at least one three-year interval of non-Board service following the term limit restriction when the member is not represented on the Board.
  - 8.2. <u>Group Self-Insurance Funding</u>. Costs associated with the group self-insurance operations of LARM shall be financed through the annual and supplementary contributions paid by the participating members, through the income earned from the investment of LARM funds by the Board, and through any other monies which may be lawfully received by LARM and made part of LARM's assets.
    - 8.2.1. All annual contributions shall be computed and established by the Board based on actuarial evaluations, rating plans, and other analyses of the amounts necessary for the payment of

claims and losses, the payment of premiums for insurance and excess insurance or reinsurance, the establishment and maintenance of reasonable reserves and the payment of any and all expenses of LARM reasonably and lawfully incurred.

- 8.2.2. The amount of the annual contribution to be paid by each participating member shall be established by the Board to ensure the equitable distribution of costs among participating members based on each member's proportionate risk of loss, limit of coverage, loss experience and loss control efforts. Participating members may elect, by resolution: a) a 3 year commitment, to provide written notice of termination at least 180 days prior to the desired termination date for a 5% discount; b) a 2 year commitment, to provide written notice of termination date for a 4% discount; c) to provide written notice of termination at least 180 days prior to the desired termination date for a 2% discount; d) a 3 year commitment, to provide written notice of termination date for a 2% discount; d) a 3 year commitment, to provide written notice of termination date for a 2% discount; d) a 3 year commitment, to provide written notice of termination date for a 2% discount; d) a 3 year commitment, to provide written notice of termination date for a 2% discount; e) a 2 year commitment, to provide written notice of termination date for a 2% discount; e) a 2 year commitment, to provide written notice of termination date for a 2% discount; e) a 2 year commitment, to provide written notice of termination date for a 2% discount; e) a 1 year commitment, to provide written notice of termination date for a 2% discount; e) a 1 year commitment, to provide written notice of termination date for a 2% discount; e) a 2 year commitment, to provide written notice of termination at least 90 days prior to the desired termination at least 90 days prior to the desired termination at least 90 days prior to the desired termination at least 90 days prior to the desired termination at least 90 days prior to the desired termination at least 90 days prior to the desired termination date.
- 8.2.3. The Board shall file with the Director and certify to each participating member the amount of any annual contribution at least thirty (30) days in advance of the due date. Each participating member shall timely pay all annual and supplementary contributions established by the Board.
- 8.2.4. Supplemental contributions based on changes to a member's exposure during a fiscal year for which such member's annual contribution has already been calculated shall be charged at the same rate used to calculate the annual contribution for that fiscal year.
- 8.2.5. All contributions paid by the participating members shall be deemed earned by LARM when received, and any refund or return of contributions shall be subject to minimum contribution amounts, penalties, fees or other limitations established by the Board.
- 8.3. <u>Loss Reserves</u>. LARM shall maintain funds adequate to pay claims, establish cash reserves and establish reserves for claims that have been incurred but not yet reported.
- 8.4. <u>Surplus</u>. LARM shall also maintain surplus deemed appropriate by the Board, which shall meet any minimum surplus level required under the Act or regulations adopted thereunder.
- 8.5. <u>Assessments for Deficiencies</u>. If in the opinion of the Board or the Director the assets of LARM are at any time insufficient to enable LARM to discharge its liabilities and other obligations and to maintain adequate reserves and surpluses in accordance with reasonable determinations by the Director, LARM shall make up the deficiency or the Director shall order LARM to levy an assessment upon its members in an amount necessary to make up the deficiency to be paid by each member which participated in LARM during any part of the fiscal year to which the deficit is assignable.

- 8.5.1. Assessments shall be computed and established by the Board in the same proportion that the annual contribution of the individual member bears to the total annual contributions of all members in the year in which such deficit occurs.
- 8.5.2. All assessments shall be due and payable by each member when notice of the assessment is received and shall be delinquent thirty (30) days thereafter.
- 8.6. <u>Calculation and Distribution of LARM Surplus Assets</u>. Subject to the limitations imposed in this section and elsewhere in this Agreement, the Board may make periodic distributions of surplus assets.
  - 8.6.1. The Board shall have the authority to decide when the distribution of surplus assets is to be made, the fiscal year(s) to which the distribution is applicable, the amount to be distributed, and the basis for the distribution.
  - 8.6.2. Participating members shall be eligible to receive distributions of surplus assets during the period(s) for which they were participating members, but only in accordance with the provisions of the Agreement and the formula for the distribution of surplus assets adopted by the Board.
  - 8.6.3. No distribution of surplus assets shall be made sooner than three (3) years from the inception of LARM. No surplus assets attributable to any fiscal year shall be distributed sooner than twelve (12) months after the end of that fiscal year. No distribution of surplus assets shall be distributed without prior approval of the Director, as set forth in the Act.
  - 8.6.4. The distributable surplus assets for any fiscal year shall be those assets remaining after:
    - a. Payment has been made for all claims, losses and expenses due and payable;
    - b. Reasonable reserves have been established for claims previously occurring and reported and expenses associated therewith;
    - c. Reasonable reserves have been established for claims incurred, but not reported, and expenses associated therewith; and
    - d. Reasonable reserves have been established for future adverse loss deviation and expenses associated therewith.
  - 8.6.5. The Board shall calculate each participating member's proportionate share of surplus assets in accordance with a formula adopted by the Board. The formula shall be structured so as to support and foster the purposes and objectives for which LARM was created, including, but not limited to: individual loss experiences; individual member contributions relative to total contributions; the duration of LARM participation; and the overall loss experience of LARM. The formula adopted by the Board may provide that a failure to comply with risk management standards or recommendations, or that the existence of a specified loss-to-contributions ratio, shall disqualify a member from receiving all or a specified portion of the member's proportionate share of surplus assets.

- 8.6.6. A former member may be entitled to receive a share of a distribution of surplus assets calculated for the period for which they were a participating member under the formula and criteria adopted by theBoard.
- 8.6.7. Any participating member may elect to have the distribution of its proportionate share of surplus assets applied as a credit against future annual or supplementary contributions or assessments.
- 8.7. <u>Dissolution of LARM</u>. LARM shall be dissolved upon the first to occur of the following;
  - a. When less than two public agencies are participating in LARM; or
  - such time as the Board determines that the number of participating members and/or the size of the annual contribution is too small to adequately indemnify against the risks specified in the Memorandum of Coverage.
  - 8.7.1. Any dissolution pursuant to Section 8.7(b) shall not be effective until the Board has given each participating member at least ninety (90) days written notice of such dissolution.
  - 8.7.2. Upon dissolution of LARM, adequate provision shall be made for all pending and anticipated claims.
  - 8.7.3. The Board shall submit a written request to the Director for approval of the plan to dissolve LARM as provided by the Act. After the Director approves the application for voluntary dissolution, LARM shall, within thirty (30) days after such approval, place the matter before the members for a vote.
- 8.8. <u>Distribution of Surplus at Dissolution</u>. At the dissolution of LARM's existence, any surplus funds over and above those necessary to pay or reserve against the expenses and liabilities of LARM shall vest in and be distributed among the participating and former members. Such distribution shall be allocated among participating and former members in proportion to the contributions made by each member.
- 8.9. <u>New Members</u>. All public agencies are eligible to make application and become members of LARM in the following manner:
  - 8.9.1. The applicant public agency must provide such loss history, exposure information, and other information as is required by the Board;
  - 8.9.2. Public agencies making application after the initial effective date of this Agreement may be required by the Board to pay an application fee;
  - 8.9.3. The public agency must enter into this Agreement by resolution passed by its governing body;
  - 8.9.4. An applicant that is a municipality, sanitary and improvement districts, public power agencies, and such other public agencies of the State of Nebraska must be approved by the League; and
  - 8.9.5. The Board, in its sole discretion, shall accept or reject each application. The Board may authorize the Administrator to accept applications.

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- 8.9.6. A public agency shall become a member of LARM on the later to occur of the following:
  - a) The approval of the application of the such public agency by the Board; and
  - b) The due execution of this Agreement.
- 8.10. Voluntary Termination of a Member. A member may voluntarily terminate its participation in LARM by written notice of termination given to LARM and to the Director at least ninety (90) days prior to the desired termination date. Members may agree to extend the required termination notice beyond ninety (90) days in order to realize reduced excess coverage costs, stability of contribution rates and efficiency in operation of LARM. The Board may approve of a plan to provide contribution credits for members extending their required termination notice beyond ninety (90) days. Such termination shall not be effective until approved by the Director as provided by the Act.
- 8.11. <u>Involuntary Termination of a Member</u>. A member may be involuntarily terminated as a participating member of LARM if the Director finds, after due notice and hearing, that:
  - a) The member has failed to pay any contribution or assessment to LARM;
  - b) The member has failed to discharge any other obligation it owes to LARM; or
  - c) The member has failed to comply with the laws of the state, rules of the Department of Insurance or bylaws of LARM.

Such hearing may be initiated by the Director on his or her own initiative, or at the request of the Board.

- 8.12. Effect of Termination on Obligations to LARM. A former member shall remain liable for any costs and obligations incurred by LARM while the public agency was a participant, and for any contractual obligation the public agency has entered into with LARM on or before the date of termination, as provided by the Act.
- 8.13. <u>Funds and Reserves by Exposure Area</u>. The Board shall review appropriate actuarial analyses to identify appropriate funds and reserves by exposure area.
- 8.14. <u>Payment of Claims</u>. The Board shall ensure that all claims covered by the Memorandum of Coverage are paid promptly.
- 8.15. <u>No Private Benefit</u>. No part of the net earnings or assets of LARM shall inure to the benefit of any private person.
- 8.16. <u>Loss Control Program</u>. The Board shall approve a system or program of controlling member losses.
- 8.17. <u>Powers of the Board</u>. In addition to other powers granted under this agreement, the Board shall have the power to:
  - 8.17.1. Sit as a quasi-judicial body to hear and make determinations regarding any members dispute regarding the interpretation, intent, coverage, limitations, or exclusions of the Memorandum of Coverage;

- 8.17.2. Take all necessary precautions to safeguard the assets of LARM; and exercise fiduciary duties concerning those assets and the overall operations of LARM
- 8.17.3. Make and enter into any and all contracts, leases, and agreements necessary or desirable to carry out any of the powers granted or duties imposed under this Agreement or any applicable law or regulation;
- 8.17.4. Establish the duties and responsibilities of the Administrator;
- 8.17.5. Sue and be sued, make contracts, hold and dispose of real and personal property, borrow money, contract debt, and pledge LARM assets in the name of LARM; and
- 8.17.6. Exercise such other powers as are necessary for the proper operation of LARM to carry out the terms of this Agreement and to comply with the Act, rules and regulations adopted under the Act, and any other State or Federal laws, rules or regulations, and the LARM Bylaws.
- 8.18. Bylaws and Rules of Operation. The Board may make bylaws pertaining to the exercise of its purpose and powers. The Board may, from time to time, revise the bylaws. The Board may also from time to time adopt policies, rules and procedures for the administration and operation of LARM, by majority vote of the Board, so long as such policies, rules, and procedures are not inconsistent with this Agreement or the bylaws. No provisions of the bylaws, policies, rules or procedures shall be inconsistent with the Agreement or the Act.
- 9. <u>Financial Reports</u>. Financial reports shall be prepared on a statutory basis as required by the Department of Insurance.
- 10. <u>Banking Relationships</u>. LARM shall establish bank accounts necessary to carry out the terms and meet the operational needs of this Agreement. Controls shall be established and funds shall be invested so that LARM is managed in a conservative and prudent manner.
- 11. <u>Financial Records</u>. The Board shall maintain complete financial records for each type of coverage as required by the Act.
- 12. <u>Inspections</u>. LARM and its representatives shall be permitted, but shall not be obligated, to inspect a member's properties and operations at any time. Neither LARM's right to make inspections nor the making thereof shall constitute an undertaking on behalf of or for the benefit of a public agency or others to determine or warrant that such property or operations are safe or are in compliance with any law, rule or regulation.
- 13. <u>Member Examinations and Audits</u>. LARM may examine and audit the member's records at any time during the period this Agreement is in effect, and during any extensions hereof, and within three years after such member is no longer a participating member of LARM, insofar as the records may relate to the subject matter of this Agreement.
- <u>LARM Financial Audit</u>. LARM shall be audited periodically at the expense of LARM by a certified public accountant. A copy of the report shall be submitted to the governing body of each participating member for the period audited.

- 15. <u>Professional Services</u>. The Administrator may retain the services of such legal counsel, actuaries, auditors, engineers, service providers, consultants and other advisors as it deems necessary to carry out the business and purpose of LARM.
- 16. <u>Place of Business</u>. The principal place of business for LARM shall be 1335 L Street, Lincoln, Nebraska 68508. Notice provided via United States Postal Service by a member to LARM at this address shall be considered proper notice to LARM and all participating members of LARM. The Administrator may employ necessary staff and may purchase, lease, or rent real or personal property in order to carry out the business and purpose of LARM.
- 17. <u>Conformity with Law</u>. In the event any term or provision of this Agreement is in conflict with the laws and statutes of the State of Nebraska as they now exist or are hereafter amended, this Agreement shall be automatically deemed amended to conform to such laws and statutes.
- 18. <u>Fiscal Year</u>. LARM's fiscal year shall begin on October 1 of each year and end on September 30 of the following year.
- 19. <u>Liability</u>. No member in LARM shall, by reason of this Agreement, have any liability for claims brought by third parties against any other member other than the obligation to contribute certain funds to LARM as expressly provided herein. The liability for any claim against a member shall remain the sole and exclusive liability of the member. The obligation of LARM is to indemnify the member against such loss as provided in the Coverage Document to the extent and under the conditions contained therein.
- 20. <u>Termination of the Agreement</u>. This Agreement shall terminate upon the occurrence of all of the following events:
  - a. LARM has dissolved pursuant to Section 8.7;
  - b. All amounts owed by the members have been paid in full; and
  - c. All amounts owed for claims and other expenses have been paid in full.
- 21. <u>Execution in Counterpart</u>. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth in the attached Resolutions and acknowledged below.

Signature:

Title:		

Name of Public Agency:

Date:\_\_\_\_\_

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