

NOTICE OF A REGULAR CITY COUNCIL MEETING
CITY OF ALMA, NEBRASKA

NOTICE IS HEREBY GIVEN a meeting of the City Council of the City of Alma, Nebraska, will meet at 5:30 pm on Wednesday, December 4th, 2024, 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 — December 4th, 2024

1. MINUTES - Council to approve Minutes of November 20, 2024, Regular Council Meeting.
2. PAYMENT OF CLAIMS - Council to approve Payment of Claims for the period of 11-21-2024 through 12-4-2024
3. TREASURER'S REPORT - Council to review and discuss City's finances.
4. CONSIDER FRANCHISE ORDINANCE with Eagle Broadband Investments
5. CONSIDER RESOLUTION NO. 3-2025 authorizing the City to sign a commercial lease agreement with Alma Parrot Theatre, Inc.
6. CONSIDER RESOLUTION NO. 4-2025 authorizing the City of Alma to contract with Olsson, Inc for consulting and engineering services for drainage improvements at Alma Municipal Airport.
7. DISCUSS APPROVE-Purchase Order Process
8. DISCUSS APPROVE-City Payment Process-Credit Card

City Administrator Report - Discussion

- TIF Report
- Fire Marshall Report
- Well Head Protection
- Airport Project-Drainage Improvement, FBO-Box Hanger and Approach

9. 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 November 27, 2024, any additions or deletions to this Agenda may be obtained at the City Office (614 Main Street). —Janet Dietz, City Clerk

City of Alma
Unpaid Claims by Vendor

November 21, 2024 thru December 4, 2024

Type	Date	Due Date	Memo	Account	Class	Amount
Alma Auto Parts						
Bill	11/22/2024	12/04/2024	stop leak	20.1200 · Repairs & Maint. Equipment	Sanitation Department	9.53
Bill	11/22/2024	12/04/2024	stop leak, antifreeze	20.1200 · Repairs & Maint. Equipment	Sanitation Department	63.55
Total Alma Auto Parts						73.08
Alma Golf Course						
Bill	12/03/2024	12/04/2024	fundraiser reimbursement	20.1150 · Miscellaneous Other Expense	Golf Fund	1,750.00
Total Alma Golf Course						1,750.00
Amazon Business						
Bill	11/01/2024	11/20/2024	binders - order 114-3363763-266586	30.1090 · Office Supplies	General Fund	96.50
Bill	11/01/2024	11/20/2024	candy - order 114-3363763-266586	30.1120 · Supplies	General Fund	31.40
Bill	11/01/2024	11/20/2024	bankers box - order 114-0039886-76	30.1090 · Office Supplies	General Fund	34.09
Bill	11/01/2024	11/20/2024	candy - order 114-0039886-767861	30.1120 · Supplies	General Fund	16.18
Bill	11/01/2024	11/20/2024	white board - order 114-4878427-23	30.1090 · Office Supplies	Golf Fund	139.95
Bill	11/01/2024	11/20/2024	comp mount in council chambers - o	30.1090 · Office Supplies	General Fund	17.29
Bill	11/01/2024	11/20/2024	desk calendars & planners - order 11	30.1090 · Office Supplies	General Fund	49.20
Bill	11/01/2024	11/20/2024	legal pads - order 114-4878427-232	30.1090 · Office Supplies	General Fund	17.00
Bill	11/01/2024	11/20/2024	JC cleaning supplies - order 114-554	30.1120 · Supplies	Community Buildings	66.59
Bill	11/01/2024	11/20/2024	headphones - order 114-2235071-6C	30.1090 · Office Supplies	General Fund	19.95
Bill	11/01/2024	11/20/2024	folders - order 114-5208174-964504	30.1090 · Office Supplies	General Fund	47.70
Bill	11/01/2024	11/20/2024	JC max occupancy sign - order 112-	30.1120 · Supplies	Community Buildings	29.44
Bill	11/01/2024	11/20/2024	copy paper - order 114-4878427-232	30.1090 · Office Supplies	General Fund	119.99
Bill	11/01/2024	11/20/2024	frame - order 114-9442411-7365068	30.1090 · Office Supplies	General Fund	11.74
Total Amazon Business						697.02
Banner Capital Bank - Alma						
Bill	12/01/2024	12/04/2024	Various Purpose Bond Interest	60.2000 · Bond Interest Payments	Wastewater Utility De	1,937.54
Bill	12/01/2024	12/04/2024	Various Purpose Bond Interest	60.2000 · Bond Interest Payments	Street Department	1,542.12
Bill	12/01/2024	12/04/2024	Various Purpose Bond Interest	60.2000 · Bond Interest Payments	Electrical Departmen	474.50
Total Banner Capital Bank - Alma						3,954.16
Blue Cross Blue Shield						
Bill	12/04/2024	12/04/2024	Health Insurance - Steve	10.2010 · Emp Health & Life Insurance	General Fund	1,401.69
Bill	12/04/2024	12/04/2024	Health Insurance - Scott	10.2010 · Emp Health & Life Insurance	Water Utility Departm	1,401.69
Bill	12/04/2024	12/04/2024	Health Insurance - Russ	10.2010 · Emp Health & Life Insurance	Gas Utility Departme	1,007.83
Bill	12/04/2024	12/04/2024	Health Insurance - Travis 1/2	10.2010 · Emp Health & Life Insurance	Wastewater Utility De	700.84

City of Alma
Unpaid Claims by Vendor

November 21, 2024 thru December 4, 2024

Type	Date	Due Date	Memo	Account	Class	Amount
Bill	12/04/2024	12/04/2024	Health Insurance - Travis 1/2	10.2010 · Emp Health & Life Insurance	Street Department	700.85
Bill	12/04/2024	12/04/2024	Health Insurance - Bowde	10.2010 · Emp Health & Life Insurance	Sanitation Department	1,401.69
Bill	12/04/2024	12/04/2024	Health Insurance - Kent	10.2010 · Emp Health & Life Insurance	Gas Utility Department	521.29
Bill	12/04/2024	12/04/2024	Health Insurance - Tashia 1/2	10.2010 · Emp Health & Life Insurance	Water Utility Department	260.65
Bill	12/04/2024	12/04/2024	Health Insurance - Tashia 1/2	10.2010 · Emp Health & Life Insurance	General Fund	260.64
Bill	12/04/2024	12/04/2024	Health Insurance - Jeff	10.2010 · Emp Health & Life Insurance	Gas Utility Department	1,401.69
Bill	12/04/2024	12/04/2024	Dental Insurance - Tashia 1/2	10.2020 · Employee Dental Insurance	General Fund	16.42
Bill	12/04/2024	12/04/2024	Dental Insurance - Tashia 1/2	10.2020 · Employee Dental Insurance	Water Utility Department	16.41
Bill	12/04/2024	12/04/2024	Dental Insurance - Travis 1/2	10.2020 · Employee Dental Insurance	Wastewater Utility Department	16.42
Bill	12/04/2024	12/04/2024	Dental Insurance - Travis 1/2	10.2020 · Employee Dental Insurance	Street Department	16.41
Bill	12/04/2024	12/04/2024	Dental Insurance - Kent	10.2020 · Employee Dental Insurance	Gas Utility Department	32.83
Bill	12/04/2024	12/04/2024	Dental Insurance - Bowde	10.2020 · Employee Dental Insurance	Sanitation Department	32.83
Bill	12/04/2024	12/04/2024	Dental Insurance - Scott	10.2020 · Employee Dental Insurance	Water Utility Department	32.83
Bill	12/04/2024	12/04/2024	Dental Insurance - Jeff	10.2020 · Employee Dental Insurance	Gas Utility Department	32.83
Bill	12/04/2024	12/04/2024	Dental Insurance - Janet	10.2020 · Employee Dental Insurance	Gas Utility Department	32.83
Bill	12/04/2024	12/04/2024	Dental Insurance - Russ	10.2020 · Employee Dental Insurance	Gas Utility Department	32.83
Bill	12/04/2024	12/04/2024	Dental Insurance - Steve	10.2020 · Employee Dental Insurance	General Fund	32.83
Bill	12/04/2024	12/04/2024	Health Ins - Jordy	10.2010 · Emp Health & Life Insurance	Golf Fund	1,401.69
Bill	12/04/2024	12/04/2024	Dental Insurance - Jordy	10.2020 · Employee Dental Insurance	Golf Fund	32.83
Total Blue Cross Blue Shield						10,788.85
Central Nebraska Bobcat						
Bill	11/19/2024	12/04/2024	shaft, drive	20.1200 · Repairs & Maint. Equipment	Street Department	1,736.42
Total Central Nebraska Bobcat						1,736.42
Chesterman Company-glf						
Bill	11/20/2024	12/04/2024	Beverages Purchased	30.1042 · Purchases Beverages	Golf Fund	244.60
Total Chesterman Company-glf						244.60
City Alma Utilities						
Bill	11/25/2024	12/04/2024	Gas, Water, Sewer-Auditorium	20.1090 · Gas, Water, & Wastewater	Community Buildings	129.53
Bill	11/25/2024	12/04/2024	Trash-Auditorium	20.1250 · Trash Removal	Community Buildings	53.45
Bill	11/25/2024	12/04/2024	Water, Sewer-Dump Station	20.1090 · Gas, Water, & Wastewater	Wastewater Utility Department	34.00
Bill	11/25/2024	12/04/2024	Gas, Water, Sewer - Johnson Center	20.1090 · Gas, Water, & Wastewater	Community Buildings	34.31
Bill	11/25/2024	12/04/2024	Trash - Johnson Center	20.1250 · Trash Removal	Community Buildings	99.93
Bill	11/25/2024	12/04/2024	Gas, Water, Sewer-Library	20.1090 · Gas, Water, & Wastewater	Library Department	149.05

City of Alma
Unpaid Claims by Vendor

November 21, 2024 thru December 4, 2024

Type	Date	Due Date	Memo	Account	Class	Amount
Bill	11/25/2024	12/04/2024	Trash - Library	20.1250 - Trash Removal	Library Department	7.99
Bill	11/25/2024	12/04/2024	Gas, Water, Sewer - Office	20.1090 - Gas, Water, & Wastewater	General Fund	34.00
Bill	11/25/2024	12/04/2024	Trash - Office	20.1250 - Trash Removal	General Fund	7.99
Bill	11/25/2024	12/04/2024	Trash - Trail (on City office stmt)	20.1250 - Trash Removal	Pheasant Ridge Trail	7.99
Bill	11/25/2024	12/04/2024	Water - Park	20.1090 - Gas, Water, & Wastewater	Park Department	53.48
Bill	11/25/2024	12/04/2024	Trash - Park	20.1250 - Trash Removal	Park Department	31.96
Bill	11/25/2024	12/04/2024	Gas, Water, Sewer - Workshop	20.1090 - Gas, Water, & Wastewater	Shop Department	411.37
Bill	11/25/2024	12/04/2024	Trash - Workshop	20.1250 - Trash Removal	Shop Department	64.50
Bill	11/25/2024	12/04/2024	Trash - Boat Dock (on Office Bill)	20.1250 - Trash Removal	Recreation Department	7.99
Total City Alma Utilities						1,127.54
City of Alma Utilities-Glf						
Bill	11/25/2024	12/04/2024	Utilities	20.1090 - Gas, Water, & Wastewater	Golf Fund	217.87
Bill	11/25/2024	12/04/2024	Trash	20.1250 - Trash Removal	Golf Fund	128.11
Total City of Alma Utilities-Glf						345.98
City of Holdrege						
Bill	11/27/2024	12/04/2024	Landfill fees	20.1250 - Trash Removal	Sanitation Department	436.24
Bill	12/03/2024	12/04/2024	Landfill fees	20.1250 - Trash Removal	Sanitation Department	232.92
Bill	11/19/2024	12/04/2024	Landfill fees	20.1250 - Trash Removal	Sanitation Department	344.70
Bill	11/22/2024	12/04/2024	Landfill fees	20.1250 - Trash Removal	Sanitation Department	279.38
Total City of Holdrege						1,293.24
Community Bank.						
Bill	12/01/2024	12/04/2024	Various Purpose Bond Interest	60.2000 - Bond Interest Payments	Water Utility Departm	1,937.54
Bill	12/01/2024	12/04/2024	Various Purpose Bond Interest	60.2000 - Bond Interest Payments	Street Department	1,542.12
Bill	12/01/2024	12/04/2024	Various Purpose Bond Interest	60.2000 - Bond Interest Payments	Electrical Departmen	474.50
Total Community Bank.						3,954.16
Diamond Exterminating, Inc.						
Bill	12/03/2024	12/04/2024	Pest Control - Johnson Center	20.1190 - Repairs & Maint. Buildings	Community Buildings	50.00
Bill	12/03/2024	12/04/2024	Pest Control - City Office	20.1190 - Repairs & Maint. Buildings	General Fund	50.00
Bill	12/03/2024	12/04/2024	Pest Control - Airport	20.1190 - Repairs & Maint. Buildings	Airport Fund	50.00
Total Diamond Exterminating, Inc.						150.00
Duncan, Walker, Schenker & Daake						
Bill	12/03/2024	12/04/2024	Legal Services - November 2024	20.1110 - Legal Fees	General Fund	291.67
Bill	12/03/2024	12/04/2024	Legal Services - November 2024	20.1110 - Legal Fees	Gas Utility Departme	291.66

City of Alma
Unpaid Claims by Vendor

November 21, 2024 thru December 4, 2024

Type	Date	Due Date	Memo	Account	Class	Amount
Bill	12/03/2024	12/04/2024	Legal Services - November 2024	20.1110 · Legal Fees	Street Department	291.66
Bill	12/03/2024	12/04/2024	Legal Services - November 2024	20.1110 · Legal Fees	Water Utility Departm	291.67
Bill	12/03/2024	12/04/2024	Legal Services - November 2024	20.1110 · Legal Fees	Wastewater Utility De	291.67
Bill	12/03/2024	12/04/2024	Legal Services - November 2024	20.1110 · Legal Fees	Sanitation Departme	291.67
Total Duncan, Walker, Schenker & Daake						1,750.00
Eakes Office Solutions						
Bill	11/15/2024	12/04/2024	Contract 08/15/24 to 11/14/24	20.1200 · Repairs & Maint. Equipment	Library Department	150.12
Bill	11/20/2024	12/04/2024	Contract 08/20/24 to 11/19/24	20.1200 · Repairs & Maint. Equipment	General Fund	725.61
Total Eakes Office Solutions						875.73
First National Bank Omaha-CC 5410						
Bill	11/04/2024	12/04/2024	USPS-Water Samples Postage	20.1160 · Postage & Freight Expense	Water Utility Departm	63.50
Bill	11/07/2024	12/04/2024	JC-super glue	30.1120 · Supplies	Community Buildings	5.25
Bill	11/13/2024	12/04/2024	USPS-envelopes w window	20.1160 · Postage & Freight Expense	General Fund	360.00
Bill	11/13/2024	12/04/2024	USPS-envelopes w window	20.1160 · Postage & Freight Expense	Gas Utility Departme	360.00
Bill	11/13/2024	12/04/2024	USPS-envelopes w window	20.1160 · Postage & Freight Expense	Water Utility Departm	360.00
Bill	11/13/2024	12/04/2024	USPS-envelopes w window	20.1160 · Postage & Freight Expense	Wastewater Utility De	360.00
Bill	11/13/2024	12/04/2024	USPS-envelopes w window	20.1160 · Postage & Freight Expense	Sanitation Departme	360.00
Bill	11/13/2024	12/04/2024	Zoom subscription	20.1025 · Computer Services & Softwar	General Fund	15.99
Bill	11/16/2024	12/04/2024	Hulu subscription	20.1015 · Cable Television Expense	Golf Fund	103.19
Bill	11/19/2024	12/04/2024	USPS-Water Samples Postage	20.1160 · Postage & Freight Expense	Water Utility Departm	32.80
Total First National Bank Omaha-CC 5410						2,020.73
First National Bank Omaha-CC 5623						
Bill	10/30/2024	12/04/2024	Amazon-books - order 111-6722168	30.1020 · Books - Restricted	Library Department	122.79
Bill	11/07/2024	12/04/2024	Amazon-books - order 111-6722168	30.1020 · Books - Restricted	Library Department	15.29
Bill	11/13/2024	12/04/2024	Amazon-books - order 111-0578038	30.1120 · Supplies	Library Department	41.96
Bill	11/13/2024	12/04/2024	Amazon-books - order 111-6722168	30.1020 · Books - Restricted	Library Department	26.58
Bill	11/15/2024	12/04/2024	Amazon-books - order 111-4632007	30.1020 · Books - Restricted	Library Department	69.80
Bill	11/20/2024	12/04/2024	Amazon-books - order 111-6722168	30.1020 · Books - Restricted	Library Department	75.38
Bill	11/25/2024	12/04/2024	Amazon-books - order 111-9379931	30.1020 · Books - Restricted	Library Department	137.80
Bill	11/26/2024	12/04/2024	Amazon-books - order 111-6722168	30.1020 · Books - Restricted	Library Department	15.00
Total First National Bank Omaha-CC 5623						504.60

City of Alma
Unpaid Claims by Vendor

November 21, 2024 thru December 4, 2024

Type	Date	Due Date	Memo	Account	Class	Amount
First State Bank - Alma						
Bill	12/01/2024	12/04/2024	Sewer Bond Interest	60.2000 · Bond Interest Payments	Wastewater Utility De	2,065.00
Bill	12/01/2024	12/04/2024	Sewer Bond wire fees	20.1011 · Bank Charges	Wastewater Utility De	20.00
Bill	12/01/2024	12/04/2024	Various Purpose Bond Interest	60.2000 · Bond Interest Payments	Water Utility Departm	1,937.55
Bill	12/01/2024	12/04/2024	Various Purpose Bond Interest	60.2000 · Bond Interest Payments	Street Department	1,542.13
Bill	12/01/2024	12/04/2024	Various Purpose Bond Interest	60.2000 · Bond Interest Payments	Electrical Departmen	474.50
Bill	12/01/2024	12/04/2024	Pool Bond Interest	60.2000 · Bond Interest Payments	Pool Department	12,273.75
Bill	12/01/2024	12/04/2024	Pool Bond wire fees	20.1011 · Bank Charges	Pool Department	20.00
Total First State Bank - Alma						18,332.93
Harlan County						
Bill	12/01/2024	12/04/2024	Law Enforcement - Dec	20.1020 · Contractual Services	Police Protection Dep	3,468.00
Total Harlan County						3,468.00
Harlan County Register of Deeds						
Bill	11/01/2024	12/04/2024	Ward 1 City of Alma Election Cost 2(20.1035 · Dues & Fees	General Fund	104.50
Bill	11/01/2024	12/04/2024	Ward 2 City of Alma Election Cost 2(20.1035 · Dues & Fees	General Fund	116.21
Total Harlan County Register of Deeds						220.71
Hawkins						
Bill	11/20/2024	12/04/2024	Azone 15 & Hydrofluosilicic Acid	30.1030 · Chemicals	Water Utility Departm	1,973.40
Total Hawkins						1,973.40
Hogeland's Market-37						
Bill	11/29/2024	12/04/2024	cleaner	30.1120 · Supplies	Wastewater Utility De	3.99
Total Hogeland's Market-37						3.99
Hogeland's Market-47						
Bill	11/22/2024	12/04/2024	limes	30.1044 · Purchases Food	Golf Fund	2.90
Bill	11/23/2024	12/04/2024	cherries	30.1044 · Purchases Food	Golf Fund	7.78
Bill	11/29/2024	12/04/2024	cleaning supplies	30.1120 · Supplies	Golf Fund	54.14
Total Hogeland's Market-47						64.82
Hometown Leasing						
Bill	11/24/2024	12/04/2024	Sharp Copy Machine	40.1100 · Equipment Rentals	General Fund	228.54
Total Hometown Leasing						228.54

City of Alma
Unpaid Claims by Vendor

November 21, 2024 thru December 4, 2024

Type	Date	Due Date	Memo	Account	Class	Amount
Jeff Lynch.						
Bill	11/22/2024	12/04/2024	October Cleaning Services	10.4005 · Nonemployee Compensation	Airport Fund	10.00
Bill	11/22/2024	12/04/2024	October Cleaning Services	10.4005 · Nonemployee Compensation	General Fund	18.75
Bill	11/22/2024	12/04/2024	October Cleaning Services	10.4005 · Nonemployee Compensation	Community Buildings	21.25
Total Jeff Lynch.						50.00
Jim Klotthor.						
Bill	11/25/2024	12/04/2024	Utility Deposit Refund	20.1030 · Deposit Refunds	Water Utility Departm	62.05
Bill	11/25/2024	12/04/2024	Utility Deposit Refund	20.1030 · Deposit Refunds	Wastewater Utility De	62.04
Total Jim Klotthor.						124.09
League of NE Municipalities-Utilities Sec						
Bill	12/02/2024	12/04/2024	LNM Utilities Conference-Kent	20.1180 · Professional & School	Gas Utility Departme	142.33
Bill	12/02/2024	12/04/2024	LNM Utilities Conference-Kent	20.1180 · Professional & School	Water Utility Departm	142.34
Bill	12/02/2024	12/04/2024	LNM Utilities Conference-Kent	20.1180 · Professional & School	Wastewater Utility De	142.33
Total League of NE Municipalities-Utilities Sec						427.00
Matt Friend Truck Equipment						
Bill	11/19/2024	12/04/2024	BOSS bumper stop kit	50.1300 · Cap Outlay - Equip & fixtures	Street Department	72.25
Total Matt Friend Truck Equipment						72.25
Municipal Supply Inc. of Nebraska						
Bill	11/19/2024	12/04/2024	line supplies	20.1120 · Line Maintenance	Water Utility Departm	409.22
Total Municipal Supply Inc. of Nebraska						409.22
National Public Gas Agency						
Bill	11/15/2024	12/04/2024	Gas purchased	20.1070 · Gas Purchased	Gas Utility Departme	31,841.98
Total National Public Gas Agency						31,841.98
NDEQ - Fiscal Services						
Bill	11/15/2024	12/04/2024	SewerForce Main Principal - Admin f	60.2500 · Loan Principal Payments	Wastewater Utility De	3,607.95
Bill	11/15/2024	12/04/2024	SewerForce Main Interest	60.3000 · Loan Interest Payments	Wastewater Utility De	676.98
Total NDEQ - Fiscal Services						4,284.93
Nebraska Public Power District, Gvt-3						
Bill	11/21/2024	12/04/2024	10-19-24 thru 11-19-24	20.1040 · Electric Expense	Water Utility Departm	789.08
Bill	11/21/2024	12/04/2024	10-19-24 thru 11-19-24	20.1040 · Electric Expense	Wastewater Utility De	156.63
Bill	11/21/2024	12/04/2024	10-19-24 thru 11-19-24	20.1040 · Electric Expense	Wastewater Utility De	412.22
Total Nebraska Public Power District, Gvt-3						1,357.93

City of Alma
Unpaid Claims by Vendor

November 21, 2024 thru December 4, 2024

Type	Date	Due Date	Memo	Account	Class	Amount
Nebraska Public Power District,lby						
Bill	11/21/2024	12/04/2024	211010052496 Nov 2024	20.1040 · Electric Expense	Library Department	59.04
Total Nebraska Public Power District,lby						<u>59.04</u>
NEX-TECH						
Bill	12/01/2024	12/04/2024	MS Office 365	20.1025 · Computer Services & Softwar	General Fund	274.05
Bill	12/01/2024	12/04/2024	Technology As a Service	20.1025 · Computer Services & Softwar	General Fund	1,139.85
Bill	12/01/2024	12/04/2024	Network Security/Antivirus	20.1025 · Computer Services & Softwar	General Fund	228.38
Bill	12/01/2024	12/04/2024	Off Site Backup	20.1025 · Computer Services & Softwar	General Fund	60.90
Total NEX-TECH						<u>1,703.18</u>
One Call Concepts, Inc.						
Bill	11/30/2024	12/04/2024	7 Locates	20.1035 · Dues & Fees	Water Utility Departrr	2.80
Bill	11/30/2024	12/04/2024	7 Locates	20.1035 · Dues & Fees	Gas Utility Departme	2.80
Total One Call Concepts, Inc.						<u>5.60</u>
Pinpoint-Aud						
Bill	12/01/2024	12/04/2024	Auditorium Internet	20.1102 · Internet Expense	Community Buildings	67.98
Total Pinpoint-Aud						<u>67.98</u>
Pinpoint-Gen						
Bill	12/01/2024	12/04/2024	City office	20.1102 · Internet Expense	General Fund	102.98
Total Pinpoint-Gen						<u>102.98</u>
Pinpoint-Glf						
Bill	12/01/2024	12/04/2024	Telephone-Golf	20.1240 · Telephone Expense	Golf Fund	52.89
Bill	12/01/2024	12/04/2024	Internet-Golf	20.1102 · Internet Expense	Golf Fund	67.98
Total Pinpoint-Glf						<u>120.87</u>
Pinpoint-Library						
Bill	12/01/2024	12/04/2024	Telephone expense - Dec	20.1240 · Telephone Expense	Library Department	105.92
Total Pinpoint-Library						<u>105.92</u>
Pinpoint-Pool						
Bill	12/01/2024	12/04/2024	Internet-Pool	20.1102 · Internet Expense	Pool Department	44.99
Total Pinpoint-Pool						<u>44.99</u>
Principal						
Bill	12/04/2024	12/04/2024	Vision Insurance	10.2030 · Employee Eyecare Insurance	Gas Utility Departme	25.16
Bill	12/04/2024	12/04/2024	Vision Insurance	10.2030 · Employee Eyecare Insurance	Library Department	6.29
Bill	12/04/2024	12/04/2024	Vision Insurance	10.2030 · Employee Eyecare Insurance	Street Department	3.14

City of Alma
Unpaid Claims by Vendor

November 21, 2024 thru December 4, 2024

Type	Date	Due Date	Memo	Account	Class	Amount
Bill	12/04/2024	12/04/2024	Vision Insurance	10.2030 · Employee Eyecare Insurance	Wastewater Utility De	3.14
Bill	12/04/2024	12/04/2024	Vision Insurance	10.2030 · Employee Eyecare Insurance	Water Utility Departm	9.44
Bill	12/04/2024	12/04/2024	Vision Insurance	10.2030 · Employee Eyecare Insurance	Sanitation Departme	6.29
Bill	12/04/2024	12/04/2024	Vision Insurance	10.2030 · Employee Eyecare Insurance	General Fund	3.14
Bill	12/04/2024	12/04/2024	Dental Insurance	10.2020 · Employee Dental Insurance	Gas Utility Departme	160.76
Bill	12/04/2024	12/04/2024	Dental Insurance	10.2020 · Employee Dental Insurance	Library Department	40.19
Bill	12/04/2024	12/04/2024	Dental Insurance	10.2020 · Employee Dental Insurance	Street Department	20.08
Bill	12/04/2024	12/04/2024	Dental Insurance	10.2020 · Employee Dental Insurance	Wastewater Utility De	20.09
Bill	12/04/2024	12/04/2024	Dental Insurance	10.2020 · Employee Dental Insurance	Water Utility Departm	60.29
Bill	12/04/2024	12/04/2024	Dental Insurance	10.2020 · Employee Dental Insurance	Sanitation Departme	40.19
Bill	12/04/2024	12/04/2024	Dental Insurance	10.2020 · Employee Dental Insurance	General Fund	20.10
Total Principal						<u>418.30</u>
Principal-Golf						
Bill	12/04/2024	12/04/2024	Dental Insurance	10.2020 · Employee Dental Insurance	Golf Fund	40.19
Bill	12/04/2024	12/04/2024	Vision Insurance	10.2030 · Employee Eyecare Insurance	Golf Fund	6.29
Total Principal-Golf						<u>46.48</u>
S & W Auto Parts-gov't						
Bill	12/02/2024	12/04/2024	drop light	20.1200 · Repairs & Maint. Equipment	Sanitation Departme	25.48
Bill	11/26/2024	12/04/2024	battery	20.1200 · Repairs & Maint. Equipment	Gas Utility Departme	33.20
Bill	11/25/2024	12/04/2024	hose, fittings, hydraulic fluid	20.1200 · Repairs & Maint. Equipment	Sanitation Departme	241.55
Bill	11/25/2024	12/04/2024	oil, towels	30.1120 · Supplies	Sanitation Departme	28.98
Total S & W Auto Parts-gov't						<u>329.21</u>
Summit Window Cleaning						
Bill	12/04/2024	12/04/2024	Window cleaning	20.1190 · Repairs & Maint. Buildings	General Fund	24.00
Total Summit Window Cleaning						<u>24.00</u>
Trustworthy Hardware-glf						
Bill	11/19/2024	12/04/2024	antifreeze	20.1200 · Repairs & Maint. Equipment	Golf Fund	4.99
Total Trustworthy Hardware-glf						<u>4.99</u>

City of Alma
Unpaid Claims by Vendor

November 21, 2024 thru December 4, 2024

Type	Date	Due Date	Memo	Account	Class	Amount
Trustworthy Hardware-gov't						
Bill	11/22/2024	12/04/2024	light bulbs	30.1120 · Supplies	Shop Department	23.98
Bill	11/07/2024	12/04/2024	light bulbs	30.1120 · Supplies	Street Department	8.58
Bill	11/05/2024	12/04/2024	paint	20.1200 · Repairs & Maint. Equipment	Water Utility Departm	7.59
Bill	11/04/2024	12/04/2024	clamp	20.1200 · Repairs & Maint. Equipment	RV Park Fund	1.39
Total Trustworthy Hardware-gov't						41.54
Vestis (Aramark Uniform Services)						
Bill	11/27/2024	12/04/2024	laundry bag	30.1120 · Supplies	Shop Department	1.65
Bill	11/27/2024	12/04/2024	Uniforms-Russ	20.1270 · Uniform Expense	Gas Utility Departme	6.62
Bill	11/27/2024	12/04/2024	Uniforms - Kent	20.1270 · Uniform Expense	Gas Utility Departme	6.62
Bill	11/27/2024	12/04/2024	Uniforms - Travis	20.1270 · Uniform Expense	Street Department	5.88
Bill	11/27/2024	12/04/2024	Uniforms - Scott	20.1270 · Uniform Expense	Water Utility Departm	4.48
Bill	11/27/2024	12/04/2024	Uniforms - Jeff	20.1270 · Uniform Expense	Gas Utility Departme	6.62
Bill	11/27/2024	12/04/2024	Service Charge	20.1270 · Uniform Expense	General Fund	7.66
Bill	11/27/2024	12/04/2024	Mops	30.1120 · Supplies	Community Buildings	12.00
Bill	11/27/2024	12/04/2024	EasyCare Charge	20.1150 · Miscellaneous Other Expense	General Fund	12.36
Bill	11/20/2024	12/04/2024	laundry bag	30.1120 · Supplies	Shop Department	1.65
Bill	11/20/2024	12/04/2024	Uniforms-Russ	20.1270 · Uniform Expense	Gas Utility Departme	6.62
Bill	11/20/2024	12/04/2024	Uniforms - Kent	20.1270 · Uniform Expense	Gas Utility Departme	6.62
Bill	11/20/2024	12/04/2024	Uniforms - Travis	20.1270 · Uniform Expense	Street Department	5.88
Bill	11/20/2024	12/04/2024	Uniforms - Scott	20.1270 · Uniform Expense	Water Utility Departm	4.48
Bill	11/20/2024	12/04/2024	Uniforms - Jeff	20.1270 · Uniform Expense	Gas Utility Departme	6.62
Bill	11/20/2024	12/04/2024	Service Charge	20.1270 · Uniform Expense	General Fund	7.66
Bill	11/20/2024	12/04/2024	Mops	30.1120 · Supplies	Community Buildings	12.00
Bill	11/20/2024	12/04/2024	EasyCare Charge	20.1150 · Miscellaneous Other Expense	General Fund	12.36
Total Vestis (Aramark Uniform Services)						127.78
Vyve Broadband						
Bill	12/01/2024	12/04/2024	TV-City-Dec	20.1102 · Internet Expense	General Fund	15.00
Total Vyve Broadband						15.00
Waggoner Insurance Agency						
Bill	12/02/2024	12/04/2024	Business Protection Policy	20.1100 · Insurance Expense	General Fund	5,223.01
Bill	12/02/2024	12/04/2024	Business Protection Policy	20.1100 · Insurance Expense	Airport Fund	2,259.25
Bill	12/02/2024	12/04/2024	Business Protection Policy	20.1100 · Insurance Expense	Water Utility Departm	4,624.11

City of Alma
Unpaid Claims by Vendor

November 21, 2024 thru December 4, 2024

Type	Date	Due Date	Memo	Account	Class	Amount
Bill	12/02/2024	12/04/2024	Business Protection Policy	20.1100 - Insurance Expense	Wastewater Utility De	451.50
Bill	12/02/2024	12/04/2024	Business Protection Policy	20.1100 - Insurance Expense	RV Park Fund	493.75
Bill	12/02/2024	12/04/2024	Business Protection Policy	20.1100 - Insurance Expense	Sanitation Departme	2,021.00
Bill	12/02/2024	12/04/2024	Business Protection Policy	20.1100 - Insurance Expense	Gas Utility Departme	780.66
Bill	12/02/2024	12/04/2024	Business Protection Policy	20.1100 - Insurance Expense	Library Department	1,076.62
Bill	12/02/2024	12/04/2024	Business Protection Policy	20.1100 - Insurance Expense	Pool Department	2,669.66
Bill	12/02/2024	12/04/2024	Business Protection Policy	20.1100 - Insurance Expense	Park Department	616.35
Bill	12/02/2024	12/04/2024	Business Protection Policy	20.1100 - Insurance Expense	Recreation Departme	396.00
Bill	12/02/2024	12/04/2024	Business Protection Policy	20.1100 - Insurance Expense	Community Buildings	1,870.50
Bill	12/02/2024	12/04/2024	Business Protection Policy	20.1100 - Insurance Expense	Shop Department	647.75
Bill	12/02/2024	12/04/2024	Business Protection Policy	20.1100 - Insurance Expense	Street Department	4,328.43
Total Waggoner Insurance Agency						27,458.59
Waggoner Insurance Agency-glf						
Bill	12/02/2024	12/04/2024	Business Protection Policy	20.1100 - Insurance Expense	Golf Fund	1,799.41
Total Waggoner Insurance Agency-glf						1,799.41

EFT'S

Eagle Distributing of Grand Islar	11/29/2024	11/29/2024	Beer	30.1041 - Purchases Beer	Golf Fund	221.85
Johnson Brothers of Nebraska	11/19/2024	12/19/2024	Liquor	30.1045 - Purchases Liquor	Golf Fund	258.00
Nebraskaland Distributors	11/26/2024	11/26/2024	Beer	30.1041 - Purchases Beer	Golf Fund	93.59
Republic National Distributing C	11/20/2024	12/20/2024	Liquor	30.1045 - Purchases Liquor	Golf Fund	216.00
Southern Glazer's of NE	11/20/2024	12/20/2024	Liquor	30.1045 - Purchases Liquor	Golf Fund	551.00
The Payment Group	11/30/2024	11/30/2024	Credit Card Fees - Nov	20.1029 - Credit Card Transactions	Gas Utility Departme	60.46
The Payment Group	11/30/2024	11/30/2024	Credit Card Fees - Nov	20.1029 - Credit Card Transactions	Water Utility Departm	61.06
The Payment Group	11/30/2024	11/30/2024	Credit Card Fees - Nov	20.1029 - Credit Card Transactions	Wastewater Dept	59.86
The Payment Group	11/30/2024	11/30/2024	Credit Card Fees - Nov	20.1029 - Credit Card Transactions	Sanitation Dept	60.46
						1,582.28

City of Alma
Unpaid Claims by Vendor

November 21, 2024 thru December 4, 2024

Type	Date	Due Date	Memo	Account	Class	Amount
PAYROLL & BENEFITS	11/21/2024	11/21/2024	Payroll & Benefits		Gas Utility Departme	8,478.50
	11/21/2024	11/21/2024	Payroll & Benefits		General Fund	6,766.16
	11/21/2024	11/21/2024	Payroll & Benefits		Golf Fund	4,799.38
	11/21/2024	11/21/2024	Payroll & Benefits		Library Department	1,195.39
	11/21/2024	11/21/2024	Payroll & Benefits		Sanitation Dept	2,010.04
	11/21/2024	11/21/2024	Payroll & Benefits		Wastewater Utility De	2,911.58
	11/21/2024	11/21/2024	Payroll & Benefits		Water Utility Departm	2,775.68
						<u>28,936.73</u>

Total Expenditures

11/20/2024 157,120.77

 Mayor Hal Haeker

 Councilwoman Dyann Collins

 Councilman Tom Moulton

 Councilman Chris Tripe

 Councilman Larry Casper

City of Alma
 First Meeting Treasurer's Report
 re : Quickbooks Actual Balances - not reconciled
 November 30, 2024

Cash & CD's	Interest Rate	Maturity Date	11/30/2024	10/31/2024	INC/DEC
Petty Cash			\$ 300.00	\$ 300.00	\$ -
City of Alma Checking - 0410			\$ 1,876,287.45	\$ 1,914,272.11	\$ (37,984.66)
Municipal Golf Checking/Comm. Bank - 957		as of 11/29/24	\$ 7,962.46	\$ 16,560.97	\$ (8,598.51)
CDBG Housing Rehab. - 2920			\$ 22,773.12	\$ 22,518.12	\$ 255.00
Hospital Sinking Fund Savings - 5320			\$ 3,340.19	\$ 1,995.51	\$ 1,344.68
CRA Checking - 2010			\$ 8,826.07	\$ 8,821.37	\$ 4.70
Credit Card Banking - 3010			\$ 15,194.13	\$ 14,594.43	\$ 599.70
Subtotal			<u>\$ 1,934,683.42</u>	<u>\$ 1,979,062.51</u>	<u>\$ (44,379.09)</u>
Community Bank CD 417024 5 mo.	5.00%	1/7/2025	\$ 82,714.60	\$ 81,685.14	\$ 1,029.46
Banner Capital Bank CD 40499 12 mo.	4.45%	10/11/2025	\$ 52,832.45	\$ 52,832.45	\$ -
Banner Capital Bank CD 47033 12 mo.	4.45%	10/11/2025	\$ 52,832.45	\$ 52,832.45	\$ -
Banner Capital Bank CD 45750 18 mo.	4.65%	1/9/2026	\$ 114,018.41	\$ 114,018.41	\$ -
Banner Capital Bank CD 48218 18 mo.	4.65%	1/9/2026	\$ 114,018.41	\$ 114,018.41	\$ -
Banner Capital Bank CD 47002 18 mo.	4.65%	1/13/2026	\$ 113,232.50	\$ 113,232.50	\$ -
Banner Capital Bank CD 7595 24 mo.	4.50%	4/7/2026	\$ 40,000.00	\$ 40,000.00	\$ -
First State Bank CD 310411 5 mo. Hospital	4.40%	3/1/2025	\$ 252,209.97	\$ 252,209.97	\$ -
First State Bank CD 410328 13 mo.	5.50%	3/5/2025	\$ 111,454.65	\$ 109,934.78	\$ 1,519.87
First State Bank CD 410329 13 mo.	5.50%	3/5/2025	\$ 111,454.65	\$ 109,934.78	\$ 1,519.87
First State Bank CD 410330 13 mo.	5.50%	3/5/2025	\$ 116,435.56	\$ 114,847.78	\$ 1,587.78
First State Bank CD 410331 13 mo.	5.50%	3/5/2025	\$ 54,470.42	\$ 53,727.62	\$ 742.80
First State Bank CD 410310 11 mo.	5.10%	7/14/2025	\$ 107,575.47	\$ 107,575.47	\$ -
First State Bank CD 40026 12 mo.	3.94%	10/27/2025	\$ 217,010.95	\$ 217,010.95	\$ -
CD Total			<u>\$ 1,540,260.49</u>	<u>\$ 1,533,860.71</u>	<u>\$ 6,399.78</u>
			<u>\$ 3,474,943.91</u>	<u>\$ 3,512,923.22</u>	<u>\$ (37,979.31)</u>
Debt					
Golf Clubhouse - CB #60233 / 0233-10	4.00%	7/15/2025	\$ 10,576.67	\$ 10,576.67	\$ -
Sewer Relocate Forcemain w/DEQ	1.50%	6/15/2037	\$ 96,506.50	\$ 96,506.50	\$ -
Sanitation Truck CB #0233-51469	1.89%	8/15/2026	\$ 91,648.58	\$ 91,648.58	\$ -
Street Sweeper - Kinetic Leasing	3.00%	12/1/2025	\$ 132,083.40	\$ 132,083.40	\$ -
Swimming Pool Bond	3.055% Ave	6/15/2034	\$ 1,145,000.00	\$ 1,145,000.00	\$ -
Wastewater Bond	2.407% Ave	6/15/2034	\$ 185,000.00	\$ 185,000.00	\$ -
Various Purpose - Annex & Subdivision	3.25% Ave	6/15/2039	\$ 765,000.00	\$ 765,000.00	\$ -
Street Improvement Bond - Brown Street	3.26% Ave	9/1/2026	\$ 48,000.00	\$ 48,000.00	\$ -
Street Improvement Bond - South St	.620% % Ave	4/15/2028	\$ 190,000.00	\$ 190,000.00	\$ -
			<u>\$ 2,663,815.15</u>	<u>\$ 2,663,815.15</u>	<u>\$ -</u>

**City of Alma
By Fiscal Year
Monthly Gas Sales & Usage**

	\$	Usage
October '22	\$ 27,750.18	19051
November '22	\$ 60,216.83	47158
December '22	\$ 102,233.03	89850
January '23	\$ 121,127.64	90714
February '23	\$ 111,851.75	85655
March '23	\$ 73,011.93	64825
April '23	\$ 42,633.47	36554
May '23	\$ 28,015.07	20695
June '23	\$ 17,376.32	9387
July '23	\$ 17,890.75	9366
August '23	\$ 17,117.97	8651
September '23	\$ 17,032.34	9496
	\$ 636,257.28	491402

Budget **\$ 530,000.00**

	\$	Usage
October '23	\$ 22,050.56	13521
November '23	\$ 60,445.98	49681
December '23	\$ 74,089.13	62574
January '24	\$ 111,434.45	98716
February '24	\$ 76,746.35	63982
March '24	\$ 55,549.09	44904
April '24	\$ 44,981.05	33775
May '24	\$ 23,304.31	15246
June '24	\$ 16,933.53	9116
July '24	\$ 17,757.72	9274
August '24	\$ 16,854.21	8432
September '24	\$ 17,140.15	8916
	\$ 537,286.53	418137

Budget **\$ 550,000.00**

	\$	Usage
October '24	\$ 25,255.19	14072
November '24	\$ 51,513.96	33360
December '24		
January '25		
February '25		
March '25		
April '25		
May '25		
June '25		
July '25		
August '25		
September '25		
	\$ 76,769.15	47432

Budget **\$ 550,000.00**

Gas Rates						
			Residential	General Services		
			Residential	General Services		
October '22		0.9770		0.9600	October '24	1.2370
November '22		0.9980		0.9960	November '24	1.3086
December '22		0.9920		0.9950	December '24	
January '23		1.1780		0.9890	January '25	
February '23		1.1460		1.0140	February '25	
March '23		0.9450		0.9980	March '25	
April '23		0.8920		1.0610	April '25	
May '23		0.9030		0.9630	May '25	
June '23		0.9120		0.9352	June '25	
July '23		0.9640		0.9992	July '25	
August '23		0.9620		0.9912	August '25	
September '23		0.9730		0.9684	September '25	
October '23						
November '23						
December '23						
January '24						
February '24						
March '24						
April '24			1.0060			
May '24			0.8800			
June '24			0.8522			
July '24			0.9162			
August '24			0.9082			
September '24			0.8854			

Delivery Charge updated for the 2024-2025 fiscal year: Residential \$0.943, General Services \$0.756		
Minimum Charge restructured October 1, 2014: Residential \$12.25, General Services \$28.70		
Purchase Gas Charge varies monthly based on direct pricing from our natural gas supplier, NPGA		

** Amounts are in month they are read, not due.*

Includes Taxes

City of Alma
By Fiscal Year
Monthly Water Sales & Usage

	\$	Usage
October '22	\$ 28,072.99	9,054
November '22	\$ 18,823.10	4,040
December '22	\$ 16,660.80	2,935
January '23	\$ 17,250.06	3,259
February '23	\$ 16,283.07	2,730
March '23	\$ 16,102.65	2,636
April '23	\$ 19,499.93	4,512
May '23	\$ 32,467.27	10,536
June '23	\$ 32,528.35	8,188
July '23	\$ 34,281.03	9,020
August '23	\$ 43,203.92	13,266
September '23	\$ 36,347.48	10,457
	\$ 311,520.65	80,633

Budget **\$ 280,000.00**

	\$	Usage
October '23	\$ 30,390.85	7,594
November '23	\$ 19,826.01	3,149
December '23	\$ 18,497.62	2,566
January '24	\$ 18,273.32	2,489
February '24	\$ 19,319.88	3,042
March '24	\$ 17,694.26	2,227
April '24	\$ 22,256.48	4,293
May '24	\$ 26,570.13	5,248
June '24	\$ 35,548.00	7,742
July '24	\$ 46,698.91	12,466
August '24	\$ 49,241.47	13,494
September '24	\$ 44,261.17	11,897
	\$ 348,578.10	76,207

Budget **\$ 315,000.00**

	\$	Usage
October '24	\$ 44,088.07	11,857
November '24	\$ 24,039.94	3,754
December '24		
January '25		
February '25		
March '25		
April '25		
May '25		
June '25		
July '25		
August '25		
September '25		
	\$ 68,128.01	15,611

Budget **\$ 345,000.00**

Water Rate
New Water Rates have been in effect since June 25, 2024
\$21.50 Customer Charge
2.35 per 1,000 gal
** Amounts are in month they are read, not billed.*
Includes taxes

City of Alma
Utility Billing Balances as of November 25, 2024

Past Due

1-0080-2008	Mighty Tidy	198.64
1-0400-0040	Waggoner Insurance	3.00
1-0500-0323	John & Raetha Nelsen	96.72
1-1470-1470	Joshua Low	105.68
1-1690-3169	Zebadiah Swink	12.85
2-1930-3193	Nathan Bell	25.00
2-2230-0223	Shanda Fischer	84.34
2-2260-0226	Bauer-Torrey & Mach Funeral Home	15.08
2-2510-0225	Jeanette Contreras Gerald Schnack	300.00
2-2800-1149	Savanah Wells	108.95
2-2810-1257	Ray Ruskamp	53.35
2-2830-0283	Dave & Phyllis Robertson	145.84
2-3320-0332	David Wells	213.05
2-3560-3356	Daniel Allen	25.00
2-3570-1210	John & Megan Paulsen	25.00
2-3650-0002	Dennis or Diane White	4.49
3-4130-1214	Jerry Mapes	72.12
3-4140-0414	Ralph Schroeder c/o Judy Thompsor	10.00
3-4230-1423	Jesse Merritt	129.75
3-4580-3458	Tabitha Smith	144.62
3-4870-4487	Love Hotels Alma NE, LLC	1171.08
3-4900-0490	City of Alma - Golf Course	235.00
3-5000-0500	Tri State Striping	73.34
3-5130-0513	Nebr Dept of Transportation-Controllr	139.25
3-5190-0519	CHS Agri Service EO	190.90
3-5200-0520	CHS Agri Service ND	36.59
3-5230-0523	CHS Agri Service BF	27.41
3-5360-0536	City of Alma - Recreation	830.00
4-5890-3589B	Andrea McAleese	99.06
4-5930-0593	Tim & Laura Miller	23.55
4-5980-0598	Randal Brauer	0.04
4-6020-1602	Heather Webster	200.40
4-6140-3614	Brandon Johnson	64.33
4-6280-1173	Kelly Swanson	417.80
4-7190-1719	Austin Davis	126.12
4-7190-7719	Greg Mantz	2.00

\$ 5,410.35

Collections

1-1170-1243C	Eric Sealander	287.79
1-139D-4139C	Kacie Boydston	319.38
2-1860-0186C	Kristine Osborne	176.47
2-1980-3198C	Shawn Anderson	151.98
2-2000-1200C	Morgan Hoppe	100.99
2-2450-0002C	Jesse Goracke	238.79
2-2570-0800C	Chad & Leslie Mickel	254.52
2-2810-1176C	Shawn Harrison	607.97
2-2950-1125C	Janet Rockey	3327.23
2-3040-0833C	Brenda Zimmerman	136.18
2-3260-1189C	Mark Mazuch	4.38
3-4390-0440C	Heidi Knox	150.99
3-4420-1172C	Denise Wolf	581.45
3-4450-0001C	Dan Marcum	69.55
3-4550-0460C	Courtney Noland	60.17
3-4630-0001C	Harlan County Auto & Bo	299.81
3-4760-1199C	Theresa White	1383.78
3-4980-2498C	Benders Motorcycle Sen	202.76
4-6170-5617C	Jesse Hughes	11.59
4-6180-0001C	Richard Carter	8.67
4-6410-0125C	Ted Aregi	522.59
4-6560-1257C	Mark Stead	448.94
4-6650-0665C	Scott Haeker	352.71
4-7180-1225C	Shiela Nielsen	474.72
	Marilyn Anderson	146.43
	Shawn Feam	272.30
	Alisa Kovar	636.92
	Heidi Mackey	487.01
	Bobby McCarley	277.77
	Jamie Miller	740.83
	Shannon Palmer	45.63
	Cathy Swenson	417.89
	Joe Voyles	749.61

\$ 13,947.80

Disc/Lien

1-0300-0091	Kurt Peterson	358.74
4-6905-2690	Erin Gehrig	180.10

\$ 538.84

Past Due	5,410.35
Liens	538.84
Budget	1,876.45
	<u>\$ 7,825.64</u>

City of Alma
A/R Aging Summary

As of November 30, 2024

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
CDBG Homeowner	111.42	0.00	0.00	0.00	0.00	111.42
CDBG Homeowner	93.98	0.00	0.00	0.00	0.00	93.98
CDBG Homeowner	125.00	0.00	0.00	0.00	0.00	125.00
Matt Harrison	110.00	0.00	0.00	0.00	0.00	110.00
Mustang Aviation, LLC	110.00	0.00	0.00	0.00	0.00	110.00
Roger Tischner	185.00	0.00	0.00	0.00	0.00	185.00
TOTAL	735.40	0.00	0.00	0.00	0.00	735.40

RESOLUTION NO. 3-2025

WHEREAS; Alma Parrot Theatre, Inc., is currently using the Parrot Theatre building in Alma for the purpose of showing movies that are available for the public to attend; and

WHEREAS; the City of Alma owns the Parrot Theatre building currently being used by Alma Parrot Theatre, Inc.; and

WHEREAS; a Commerical Lease Agreement has been drafted by the City attorney to lease the Parrot Theatre building to Alma Parrot Theatre, Inc. which needs to be approved by the City Council;

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ALMA, NEBRASKA AS FOLLOWS:

1. The Commerical Lease Agreement for leasing the Parrott Theatre building to Alma Parrott Theatre, Inc. is hereby approved.
2. The Mayor of the City of Alma is hereby authorized and directed to sign the Commercial Lease Agreement on behalf of the City of Alma, Nebraska.

PASSED AND APPROVED this _____ day of December, 2024.

CITY OF ALMA, NEBRASKA

By: _____
Hal Haeker, Mayor

(Seal)

ATTEST:

Janet Dietz, City Clerk

RESOLUTION NO. 4-2025

A RESOLUTION OF THE CITY OF ALMA, NEBRASKA AUTHORIZING THE MAYOR OF THE CITY OF ALMA, NEBRASKA TO SIGN A CONSULTANT AGREEMENT FOR IMPROVEMENTS TO THE ALMA MUNICIPAL AIRPORT.

WHEREAS; the City of Alma has applied for and received a grant for drainage improvements at the Alma Municipal Airport, and;

WHEREAS; Olsson, Inc., the consulting and engineering firm used by the City of Alma, has prepared an agreement for providing engineering services for making the drainage improvements at the Alma Municipal Airport, and;

WHEREAS; it is necessary to authorize the Mayor of the City of Alma to sign the Olsson, Inc. consulting agreement on behalf of the City of Alma.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ALMA, NEBRASKA AS FOLLOWS:

1. That the Consultant Agreement prepared by Olsson, Inc. to contract for engineering and administrative services at the Alma Municipal Airport is hereby approved.
2. The Mayor is hereby authorized and directed to sign the Professional Services Agreement for engineering and administrative services.

PASSED AND APPROVED this _____ day of December, 2024.

CITY OF ALMA, NEBRASKA

By: _____
Hal Haeker, Mayor

(Seal)

ATTEST:

Janet Dietz, City Clerk

MINUTE RECORD FOR CITY OF ALMA
REGULAR CITY COUNCIL MEETING
November 20, 2024

A meeting of the City Council of the City of Alma, Nebraska was held at City Hall on Wednesday, the 20th of November 2024, at 5:30 p.m.

Present were Council Members: Larry Casper, Tom Moulton, Dyann Collins, Chris Tripe, and Mayor Hal Haeker. Administrator Steve Ardiana, City Attorney Doug Walker, Treasurer Toshia Butterfield, Clerk Janet Dietz 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 were 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 which is posted on the east wall of the meeting room, and then proceeded to call the regular meeting of November 20, 2024, at 5:30 p.m. and the following business was transacted:

Roll call: Dyann Collins-present, Tom Moulton-present, Larry Casper-present, Christopher Tripe-present and Mayor Haeker-present. Motion made by Collins 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: Collins, Moulton, Casper and Tripe. Voting no: None. Motion carried.

Mayor opened the floor to approve the minutes of the November 6, 2024, regular council meeting. Motion made by Moulton, second by Collins to approve the November 6, 2024, minutes, as presented. There being no further discussion upon the motion made and upon roll call vote, the following voted yes: Moulton, Collins Tripe, Casper. Voting no: None. Motion carried.

Mayor opened the floor to discuss the claims and invoices for period November 7, 2024, through November 17, 2024. Motion by Tripe, second by Casper to approve the claims and invoices for period November 7, 2024, through November 17, 2024, for a total of \$112,568.24. There being no further discussion upon the motion made and upon roll call vote, the following voted yes: Tripe, Casper, Moulton and Collins. Voting no: None. Motion carried.

Mayor opened the floor to discuss the Treasurer's report. Treasurer Toshia Butterfield reviewed and discussed the monthly finances with the Council. Motion by Moulton, second by Tripe 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: Tripe, Moulton, Collins and Casper. Voting no: None. Motion carried.

Mayor opened the floor to discuss the City Maintenance Agreement with the Nebraska Department of Transportation snow removal, January 1, 2025, thru December 31, 2025. Motion made by Moulton, second by Casper to approve. There being no further discussion upon the motion made and upon roll call vote, the following voted yes, Moulton, Casper, Tripe, and Collins. Motion carried.

Mayor opened the floor to Administrator Ardiana for his Administrator's report. Mr. Ardiana presented for discussion, Parrot Theater Contract, Rental Policy, Purchase Order Process, and City Payment process- credit card. Discussion followed. Clerk was directed to add to the next meeting agenda, December 4th, 2024, at 5:30 pm. Following the regular meeting on December 4th, 2024, the Annual Reorganization meeting shall be held.

Motion by Tripe, second by Moulton to adjourn the meeting at 6:08 p.m. There being no further discussion upon the motion made and upon roll call vote, the following voted yes: Tripe, Moulton Collins and Casper. Voting no: None. Meeting was adjourned at 6:08 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.

Janet Dietz, City Clerk



June 8, 2022

Certified Mail 7021 2720 0000 2403 5593
Return receipt requested

Ms. Jessica Miller, City Clerk
City of Alma
Post Office Box 468
Alma, NE 68920

Re: Request for Renewal of Cable Franchise under Section 626 of the Cable Act

Dear Ms. Miller:

The employees of Eagle Broadband Investments, LLC ("Eagle") take pride in providing cable services to our customers residing in the City. Our records indicate that our Franchise is due to expire on or about December 17, 2024. Eagle regularly provides the municipalities we serve with this notice to commence the franchise renewal process in accordance with the provisions of Section 626 of the Federal Cable Act because we look forward to renewing our Franchise with your City.

Section 626 of Title VI of the Communications Act of 1934, as amended (the "Cable Act") contains provisions that detail the procedure for the renewal of franchises. In order to comply with these provisions, Eagle requests that the City commence renewal proceedings in accordance with the requirements of Section 626(a) through (g) of the Cable Act.

As you may know, Section 626(h) of the Cable Act allows the parties to renew a franchise without going through the extensive, formal procedure specified in Sections 626(a) through (g). We believe that this informal process may be preferable for both the City and Eagle. As we continue this process, we will send you a copy of Eagle's proposed franchise for your consideration.

Please let us know if you have any questions regarding this notice. We look forward to continuing to serve our City customers.

Sincerely,

Travis Kohlrus, Regional VP of Operations
Office: (785) 301-2096
Email: Travis.Kohlrus@Vvvebb.com

AN ORDINANCE GRANTING A FRANCHISE TO EAGLE BROADBAND INVESTMENTS, LLC TO MAINTAIN A CABLE COMMUNICATIONS SYSTEM IN THE CITY OF ALMA, NEBRASKA; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR REGULATION AND USE OF THE SYSTEM; AND PRESCRIBING PENALTIES FOR THE VIOLATION OF ITS PROVISIONS

The City of Alma, Nebraska ordains:

FINDINGS

In the review of Eagle Broadband Investments, LLC ("Grantee"), the City of Alma, Nebraska ("Grantor") makes the following findings:

- 1.) The Grantee's technical ability, financial condition, legal qualifications, and character were considered and approved in a full public proceeding after due notice and a reasonable opportunity to be heard;
- 2.) Grantee's plans for operating the System were considered and found adequate and feasible in a full public proceeding after due notice and a reasonable opportunity to be heard; and
- 3.) The Franchise granted to Grantee by Grantor complies with the existing applicable laws and regulations.

SECTION 1.

SHORT TITLE AND DEFINITIONS

1.) Short Title. This Franchise Ordinance shall be known and cited as the Cable Communications Ordinance.

2.) Definitions. For the purposes of this Franchise, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory. The word "may" is directory and discretionary and not mandatory.

(a) "Basic Cable Service" means any service tier which includes the lawful retransmission of local television broadcast signals and any public, educational, and governmental access programming required by the franchise to be carried on the basic tier in analog and/or digital format. Basic Cable Service as defined herein shall not be inconsistent with 47 U.S.C. §543(b)(7).

(b) "Cable Programming Service" means any Video Programming provided over a Cable System, regardless of service tier, including installation or rental of equipment used for the receipt of such Video Programming, other than:

- (1) Video Programming carried on the Basic Service Tier;

- (2) Video Programming offered on a pay-per-channel or pay-per-program basis; or
- (3) A combination of multiple channels of pay-per-channel or pay-per-program Video Programming offered on a multiplexed or time-shifted basis so long as the combined service:
 - a. consists of commonly-identified Video Programming; and
 - b. is not bundled with any regulated tier of service.

Cable Programming Service as defined herein shall not be inconsistent with the definition as set forth in 47 U.S.C. §543(1)(2) and 47 C.F.R. 76.901(b) (1993).

(c) "Cable Service" means the one-way transmission to Subscribers of Video Programming, or other programming service, and Subscriber interaction, if any, which is required for the selection of such Video Programming or other programming service.

(d) "Cable System" or "System" means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within a community, but such term does not include:

- (1) a facility that serves only to retransmit the television signals of one or more television broadcast stations;
- (2) a facility that serves Subscribers without using any public right-of-way;
- (3) a facility of a common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. §§201 et seq., except that such facility shall be considered a Cable System (other than for purposes of 47 U.S.C. §541 (c) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;
- (4) an open video system that complies with 47 U.S.C. §653; or
- (5) any facilities of any electric utility used solely for operating its electric utility systems.

(e) "City" means City of Alma, Nebraska, acting by and through its City Council.

"Drop" means the cable that connects the ground block on the Subscriber's residence to the nearest tap of the System.

(g) "FCC" means the Federal Communications Commission and any legally appointed, designated or elected agent or successor.

(h) "Franchise" means the non-exclusive rights granted pursuant to an initial authorization, or renewal thereof (including a renewal of an authorization which has been granted subject to 47 USC §546) issued by a franchising authority, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, agreement, or otherwise, which authorizes the construction or operation of a Cable System.

(i) "Franchise Area" means the area within the legal boundaries of City.

(j) "Grantee" is Eagle Broadband Investments, LLC.

(k) "Grantor" is the City of Alma, Nebraska.

(l) "Gross Revenue" means all monthly revenue received from Basic Cable Service, Cable Programming Service, and Pay Television directly by Grantee from the operation of its System within Franchise Area. The term "Gross Revenues" shall not include Installation fees, disconnection fees, upgrade and downgrade of service fees, fees for telecommunications or information services, if any, fees for the sale, leasing, or servicing of equipment, franchise fees, advertising revenues, late fees, insufficient funds checking fees, FCC regulatory fees, tower rent, network capacity and facilities rent for the provision of non-cable services (voice or data services), investment income, any fees itemized and passed through as a result of Franchise imposed requirements, or any taxes or fees on services furnished by Grantee imposed directly on any Subscriber or user by any municipality, state, or other governmental unit and collected by Grantee for such governmental unit.

(m) "Installation" means the connection of the System from feeder cable to the point of connection, including Standard Installations and custom installations.

(n) "Lockout Device" means an optional mechanical or electrical accessory to a Subscriber's terminal which inhibits the viewing of a certain program, certain channel, or certain channels provided by way of the Cable System.

(o) "Multichannel Video Program Distributor" or "MVPD" means a person such as, but not limited to, a cable operator, a multichannel multipoint distribution service, a direct broadcast satellite service, or a television receive-only satellite program distributor, who makes available for purchase, by subscribers or customers, multiple channels of video programming.

(p) "Open Video Services" or "OVS" means any Video Programming Services provided to any person in the Franchise Area by a Person certified by the

FCC to operate an Open Video System pursuant to Section 47 USC §573, as may be amended, regardless of the facilities used.

(q) "Pay Television" means the delivery over the System of pay-per-channel or pay-per-program audio-visual signals to Subscribers for a fee or charge, in addition to the charge for Basic Cable Service or Cable Programming Services.

(r) "Person" is any person, firm, partnership, association, corporation, company, or other legal entity.

(s) "Standard Installation" means any residential installation which can be completed using a Drop of one hundred twenty-five (125) feet or less.

(t) "Street" means the surface of, and the space above and below, any public street, road, highway, freeway, lane, alley, path, court, sidewalk, parkway, or drive, or any easement or right-of-way now or hereafter held by Grantor.

(u) "Subscriber" means any Person who lawfully receives Cable Service.

(v) "Video Programming" means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

SECTION 2.

GRANT OF AUTHORITY AND GENERAL PROVISIONS

1.) Franchise Required. It shall be unlawful for any Person to construct, operate or maintain a Cable System or to provide Cable Service or other competing MVPD services, including OVS, in the Franchise Area without a Franchise in the form of a Franchise Agreement as required by Section 2(3)(c) herein.

2.) Grant of Franchise. This Franchise is granted pursuant to the terms and conditions contained herein.

3.) Grant of Nonexclusive Authority.

(a) Grantee shall have the right and privilege to construct, erect, operate, repair and maintain, in, upon, along, across, above, over and under the Streets, alleys, public ways and public places now laid out or dedicated and all extensions thereof, and additions thereto in the Franchise Area, poles, wires, cables, underground conduits, manholes, and other television conductors and fixtures necessary for the maintenance and operation in the Franchise Area of a Cable System as herein defined.

(b) Grantee shall have the right to conduct direct selling in the Franchise Area, including door to door sales, notwithstanding any peddler or solicitor laws or regulations to the contrary.

(c) This Franchise shall be nonexclusive, and Grantor reserves the right to grant a similar use of said Streets to any MVPD at any time during the period of this Franchise, provided, however, that any additional Franchise shall contain the same substantive terms and conditions as this Franchise in order that one MVPD is not granted a competitive advantage over another. In the event a MVPD commences operation without a Franchise or is granted a Franchise or permit to operate by Grantor, the terms and conditions of which do not comply with this Franchise, Grantee shall have the right either (i) to accept the material terms of the competitor's Franchise by providing ten (10) days prior written notice to Grantor, which shall then act to amend this Franchise within thirty (30) days; or (ii) to petition Grantor for modifications to this Franchise, in which case Grantor shall work in good faith with Grantee to review and adopt the modifications which Grantee deems necessary, and such review and approval by Grantor shall not be unreasonably denied or withheld. A MVPD is not an entity that provides direct broadcast satellite services for purposes of this Section 2(3). Notwithstanding any provisions of this Section 2(3) to the contrary, if Grantor does not possess authority under applicable laws to require a Franchise of a Person, the provisions of this Section shall not apply.

4.) Franchise Term. This Franchise shall be in effect for a period of fifteen (15) years from the date of acceptance by Grantee, unless renewed, revoked, or terminated sooner as herein provided.

5.) Previous Franchises. Upon acceptance by Grantee as required by Section 9 herein, this Franchise shall supersede and replace any previous franchise, ordinance or agreement granting a franchise to Grantee to own, operate and maintain a Cable System within the Franchise Area.

6.) Other Ordinances and Police Powers. Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of Grantee that are granted by this Franchise. This Franchise is a contract and Grantee reserves the right to challenge the provisions of any ordinance which conflicts with its contractual rights, either now or in the future. In the event of a conflict between any ordinance and this Franchise, this Franchise shall control; provided, however, that Grantee agrees that it is subject to the lawful exercise of Grantor's police power.

7.) Rules of Grantee. Grantee shall have the authority to promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonably necessary to enable said Grantee to exercise its rights and perform its obligation under this Franchise.

8.) Territorial Area Involved. This Franchise is granted for the corporate boundaries of Grantor, as such boundaries exist from time to time. In the event of annexation by Grantor, or as development occurs, any new territory shall become part of the area covered; provided, however, that Grantee shall not be required to extend service beyond

its present System boundaries unless Grantee finds in its sole opinion that one or more extensions of its service area are in the best financial and technical interests of Grantee and shall be subject to Grantee's ability to obtain the necessary easements or rights-of-way required.

9.) Written Notice. All notices, reports, or demands required to be given in writing under this Franchise shall be deemed to be given (i) when delivered personally to any officer of Grantee or Grantor, (ii) forty-eight (48) hours after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, addressed to the party to whom notice, report or demand is being given, or (iii) on the next business day if sent by express mail or nationally recognized overnight air courier addressed to the party to whom notice, report or demand is being given, in each case, as follows:

If to Grantor: City of Alma
 PO Box 468
 Alma, NE 68920
 Attn: Mayor

If to Grantee: Eagle Broadband Investments, LLC
 Four International Drive
 Suite 330
 Rye Brook, NY 10573
 Attn: Legal Department

Such addresses may be changed by either party upon notice to the other party given as provided in this Section.

10.) Basic Cable Service to Public Buildings. Subject to Grantee's receipt of all required easements, permits and authorizations, and upon written request of Grantor, Grantee shall provide a Standard Installation of one (1) cable Drop, one (1) cable outlet, (1) one digital television adapter (DTA), if required, monthly Basic Cable Service and such other services as may be requested by Grantor, to the extent available to Subscribers in the Franchise Area, to each of the public buildings listed on Schedule 1 attached hereto, if any. In exchange for the provision of such services, Grantor shall pay Grantee for the applicable installation, equipment and monthly service charges relating thereto at Grantee's applicable monthly recurring billing rates. Upon request by Grantor, Schedule 1 may be amended to include additional public buildings; provided, that in no event shall Grantee be required to extend service beyond its present System boundaries in order to provide Cable Service(s) to any public buildings that may be designated by Grantor.

SECTION 3.

CONSTRUCTION STANDARDS

- 1.) Construction Codes and Permits.
 - (a) Grantee shall obtain all required permits from Grantor before commencing any construction upgrade or extension of the System, including the opening or disturbance of any Street, or private or public property within Franchise Area.
 - (b) Except as contemplated by Section 6 hereof, Grantor shall impose no permit fees upon Grantee, including, without limitation, fees for the use of the public rights-of-way in the Franchise Area.
 - (c) Grantor shall have the right to inspect all construction or installation work performed pursuant to the provisions of the permits and to make such tests at its own expense as it shall find necessary to ensure compliance with the terms thereof and applicable provisions of local, state and federal law; provided any such testing must be coordinated with Grantee to avoid service disruption to Subscribers.
- 2.) Repair of Streets and Property. Any and all Streets or public property which are disturbed or damaged during the construction, repair, replacement, relocation, operation, maintenance or reconstruction of the System shall be promptly restored by Grantee, at its expense, to a condition as good as that prevailing prior to Grantee's work.
- 3.) Conditions on Street Use.
 - (a) If at any time during the period of this Franchise Grantor shall elect to alter, or change the grade or location of any Street, alley or other public way, Grantee shall, at its own expense, upon reasonable notice by Grantor, remove and relocate its poles, wires, cables, conduits, manholes and other fixtures of the System and, in each instance, comply with the standards and specifications of Grantor. Grantor shall reimburse Grantee for the actual cost of any such relocation. Grantee shall not be required to relocate for any telecommunications system or Cable System.
 - (b) Grantee shall, on request of any Person holding a moving permit issued by Grantor, temporarily move its wires or fixtures to permit the moving of buildings with the expense of such temporary removal to be paid by the Person requesting the same, and Grantee shall be given not less than thirty (30) days advance notice to arrange for such temporary changes.
 - (c) Grantee shall have the authority to trim any trees upon and overhanging the Streets, alleys, sidewalks, or public easements of Grantor so as to prevent the branches of such trees from coming in contact with the wires and cables of Grantee.

(d) Nothing in this Franchise relieves a Person from liability arising out of the failure to exercise reasonable care to avoid injuring Grantee's System or facilities while performing work in, on, under or over a Street or public place.

4.) Construction. In all cases, Grantee may construct and install its cables, wires and other facilities aerially or underground in Grantee's sole discretion.

SECTION 4.

SYSTEM PROVISIONS

1.) Technical Standards. The System shall comply, at minimum, with the technical standards promulgated by the FCC found in Title 47, Section 76.601 to 76.617, as may be amended or modified from time to time.

2.) Lockout Device. Upon the request of a Subscriber, Grantee shall provide by sale or lease a Lockout Device.

SECTION 5.

SERVICES PROVISIONS

1.) Subscriber Inquiry and Complaint Procedures. Grantee shall have a publicly listed toll-free telephone number and be operated so as to receive Subscriber complaints and requests on a twenty-four (24) hour-a-day, seven (7) days-a-week basis.

SECTION 6.

OPERATION AND ADMINISTRATION PROVISIONS

1.) Indemnification of Grantor. Grantee shall indemnify, defend, and hold harmless Grantor from and against all liability, damages, and penalties which it may be legally required to pay as a result of the exercise of this Franchise, except for (i) claims covered by worker's compensation insurance or other insurance coverage and (ii) claims arising directly or indirectly from, or related to, the negligence or misconduct of Grantor or its employees, contractors, representatives or agents.

2.) Notice and Process for Indemnification. In order for Grantor to assert its rights to be indemnified, defended, and held harmless, Grantor must with respect to each claim:

(a) Promptly notify Grantee in writing of any claim or legal proceeding which gives rise to such right; the failure to provide timely notice shall not affect the rights to indemnification hereunder, except to the extent that Grantee is prejudiced or demonstrates actual damage caused by such failure;

(b) Afford Grantee the opportunity to fully control any compromise, settlement or other resolution or disposition of any claim or proceeding. If a settlement will result in any continuing obligations of Grantor, then Grantee shall

not be entitled to settle any claim without Grantor's consent, which shall not be unreasonably withheld, delayed or conditioned; and

(c) Fully cooperate with reasonable requests of Grantee in its control, compromise, settlement or resolution or other disposition of such claim or proceeding.

4.) Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES ARISING IN CONNECTION WITH THIS FRANCHISE OR THE PROVISION OF SERVICES HEREUNDER, UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

5.) Insurance. Grantee shall maintain in full force and effect at its sole expense, a comprehensive general liability insurance policy, including contractual liability coverage. The policies of insurance shall be in the sum of not less than Three Hundred Thousand Dollars (\$300,000) for personal injury or death of any one Person, and One Million Dollars (\$1,000,000) for personal injury or death of two or more Persons in any one occurrence, Three Hundred Thousand Dollars (\$300,000) for property damage to any one Person and One Million Dollars (\$1,000,000) for property damage resulting from any one act or occurrence.

6.) Franchise Fee.

(a) Grantee will pay Grantor an annual franchise fee (as defined in 47 USC §542(g)) in the amount of five (5%) percent of Grantee's annual Gross Revenues.

(b) The franchise fee shall be payable quarterly. The payment shall be made within forty-five (45) days of the end of each of Grantee's fiscal quarters, together with a brief report showing the basis for the computation.

(c) Upon thirty (30) days prior written notice, Grantor or its authorized representative, shall have the right to conduct an independent audit of Grantee's records solely to determine Grantee's compliance with the franchise fee payment obligation imposed by this Franchise. Grantor's right to audit and Grantee's obligation to retain records related to franchise fee payments shall expire three (3) years after each franchise fee payment has been made to Grantor.

SECTION 7.

REVOCAATION, ABANDONMENT, AND SALE OR TRANSFER

1.) Grantor's Right to Revoke. In addition to all other rights which Grantor has pursuant to law or equity, Grantor reserves the right to revoke, terminate or cancel this Franchise, and all rights and privileges pertaining thereto, if after strictly following the

procedures required by Section 7(2) hereof, it is determined that Grantee has violated any material provision of this Franchise and has failed to substantially cure said violation.

2.) Procedures for Revocation.

(a) Grantor shall provide Grantee with written notice of a cause for revocation and the intent to revoke and shall allow Grantee sixty (60) days subsequent to receipt of the notice in which to substantially cure the violation or to provide adequate assurance of performance. Together with the notice required herein, Grantor shall provide Grantee with written findings of fact which are the basis of the revocation.

(b) Grantee shall be provided the right to a public hearing affording due process before the Grantor elected body prior to revocation, which public hearing shall follow the sixty (60) day notice provided in paragraph (a) above. Grantor shall provide Grantee with written notice of its decision together with written findings of fact supplementing said decision.

(c) After the public hearing and upon written determination by Grantor to revoke the Franchise, Grantee may appeal said decision with an appropriate state or federal court or agency.

(d) During the appeal period, the Franchise shall remain in full force and effect; provided, however, Grantee may elect to discontinue offering Cable Service or terminate the franchise in its sole discretion at any time during the appeal period.

(e) Upon satisfactory correction by Grantee of the violation upon which said notice was given, the initial notice shall become void.

3.) Sale or Transfer of Franchise. No sale or transfer of this Franchise shall take place without the written approval of Grantor, which approval shall not be unreasonably withheld. All of the rights, privileges, obligations, duties, and liabilities created by this Franchise shall pass to and be binding upon the successor or assign of Grantee. Notwithstanding the foregoing, no approval shall be required for (i) a transfer or assignment of any right, title or interest of Grantee in this Franchise or the System to secure indebtedness, or (ii) a transfer or assignment of this Franchise or the System to an entity that through one or more intermediaries, owns or controls, or is owned or controlled by, or under common ownership or control with, Grantee.

4.) Grantee Termination of Franchise. In the event Grantee elects to terminate this Franchise and discontinue providing Cable Service, Grantee shall provide ninety (90) days prior written notice to Grantor. Upon the expiration of the ninety (90) day notice period, this Franchise shall be deemed to be rescinded and Grantee shall be deemed to be released from any further obligations to Grantor with no further action required by Grantee or Grantor.

SECTION 8.

MISCELLANEOUS PROVISIONS

- 1.) Franchise Renewal. Any renewal of this Franchise shall be done in accordance with applicable federal, state and local laws and regulations.
- 2.) Amendment of Franchise. Grantee and Grantor may agree, from time to time, to amend this Franchise. Such written amendments may be made at any time if Grantor and Grantee agree that such an amendment will be in the public interest or if such an amendment is required due to changes in federal, state or local laws. Grantor shall act pursuant to local law pertaining to the amendment process.
- 3.) Subscriber Privacy. Grantee shall comply with the terms of 47 USC §551 relating to the protection of Subscriber privacy.
- 4.) Force Majeure. Grantee shall not be held in default under, or in noncompliance with, the provisions of this Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of this Franchise), where such noncompliance or alleged faults occurred or were caused by riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature or judicial order or regulation or fiber cut or other damage to the Cable System or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which Grantee's cable and/or equipment is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary and delays caused by limited access to easements, poles or Streets.
- 5.) Integration. This Franchise constitutes the sole and entire understanding and agreement of Grantor and Grantee with respect to the subject matter contained herein and supersedes all prior or contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.
- 6.) Severability. If any provision of this Franchise is for any reason held illegal or invalid, or is preempted by any Federal law, rule or regulation, such provision shall be deemed to be separate and distinct and such holding or preemption shall not affect the validity of the remaining provisions of this Franchise.

SECTION 9.

PUBLICATION, EFFECTIVE DATE AND ACCEPTANCE

- 1.) Publication: Effective Date. If applicable, this Franchise shall be published in accordance with law. The effective date of this Franchise shall be the date of acceptance by Grantee in accordance with the provisions of Section 9(2) hereof.

2.) Acceptance.

(a) Grantee shall accept this Franchise by executing same. Such acceptance by the Grantee shall be deemed the grant of this Franchise for all purposes. With its acceptance, Grantee shall also deliver any insurance certificates required herein that have not been previously delivered.

(b) Upon acceptance of this Franchise, Grantee shall be bound by all the terms and conditions contained herein.

Passed and adopted this ____ day of _____, 2024

GRANTOR

City of Alma, Nebraska

By: _____

Name:

Title:

ATTEST:

City Clerk

GRANTEE ACCEPTANCE

This Franchise is accepted and we agree to be bound by its terms and conditions.

Eagle Broadband Investments, LLC

By: _____ Date: _____

Name:

Title:

COMMERCIAL LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this _____ day of _____, 2024, by and between CITY OF ALMA, NEBRASKA, A Nebraska Municipality (hereinafter referred to as "Landlord"), and ALMA PARROT THEATRE, INC. (hereinafter referred to as "Tenant").

**ARTICLE I
GRANT OF LEASE**

Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by the Tenant, does hereby exclusively lease to the Tenant, and the Tenant does hereby lease and take from the Landlord, the property (hereinafter the "Leased Premises") described in the attached EXHIBIT A.

**ARTICLE II
TERM OF LEASE**

The term of this lease shall begin on _____ and continue for one (1) year. After one (1) year, the lease shall automatically renew on an annual basis.

**ARTICLE III
RENT PAYMENT**

Tenant agrees to pay Landlord, and the Landlord agrees to accept, rent in the amount of one dollar (\$ 1.00) annually.

**ARTICLE IV
UTILITIES**

Landlord shall keep utilities in operating order at the Leased Premises. All utility services shall be the full responsibility of Tenant.

**ARTICLE V
TAXES**

Landlord shall be responsible for the payment of all real estate taxes, if any so assessed, except for any special assessments which may be attributed to Tenant's use, like if placed as a lien against the Leased Premises for the non-payment of utilities or nuisance abatement.

**ARTICLE VI
IMPROVEMENTS AND ALTERATIONS**

Tenant is not allowed to make any alterations, use, or otherwise exist within the Leased Premises in a manner which would diminish its value. Any renovations, remodels, or structural changes shall be at Tenant's expense with no reimbursement upon termination and must be brought before Landlord and approved before work is to begin.

ARTICLE VII
MAINTENANCE AND REPAIRS

Landlord shall keep the Leased Premises free of material defects and keep the major structural components (like electrical and plumbing) in working order, with the exception of omission or neglect upon the Tenant's part, in which case the Tenant shall be responsible for repairs.

Tenant shall, at all times, maintain the Leased Premises in good order and working condition, reasonable wear and tear to be excepted. Tenant shall also ensure that all city ordinances, state laws, and other zoning regulations are complied with. Tenant shall further have a duty to immediately notify Landlord if, at any time, material defects are present on the premises and in need of repair. At all times, Tenant shall be responsible for snow removal and lawn care at the Leased Premises.

ARTICLE VIII
PARTY COVENANTS

Tenant shall have the exclusive duty to:

- (A) Use the Leased Premises as a public, not-for-profit movie theater only;
- (B) Procure any licenses and permits required for any use made of the Leased Premises by Tenant;
- (C) Permit Landlord and Landlord's agent(s) to examine the Leased Premises at reasonable times, provided that Landlord shall not thereby unreasonably interfere with the conduct of Tenant's business;
- (D) Provide its own liability insurance coverage for any of Tenant's visitors, customers, guests, licensees, and assigns, insuring both Landlord and Tenant against injury to person or damage to property on or about the Leased Premises, in addition to any insurance coverage Tenant may undertake which shall protect Tenant's personal property being stored in or on the Leased Premises;
- (E) Remove its goods and effects and those of all persons claiming under it upon the expiration or termination of this Lease, and to yield up peaceably to Landlord the Leased Premises in good order, repair, and condition in all respects; excepting only damage by reasonable wear and tear; and
- (F) Provide at least sixty (60) days' written notice of termination to Landlord after the initial one-year term set forth herein.

Landlord shall have the exclusive duty to:

- (A) Give Tenant the first right of refusal on the tenancy for the Leased Premises for at least five (5) years from the date the initial one-year term commences; and
- (B) Except for good cause to terminate ("good cause" including, but not limited to: unlawful use of the property, non-payment of rents, failure to keep the

Leased Premises in good condition, or otherwise breaking any covenants or provisions set forth herein), provide Tenant with at least one hundred twenty (120) days' notice of termination after the initial one-year term set forth herein.

ARTICLE IX
INDEMNITY BY TENANT

Tenant shall hold Landlord harmless and indemnify Landlord from all injury, loss, claim, or damage to any person or property while the same is on the Leased Premises, unless caused by the willful acts, omissions, or gross negligence of Landlord.

ARTICLE X
ASSIGNMENT

Nothing herein shall give Tenant the right to sublease, rent, assign, or license the use of the property to any sublessee, assignee, or licensee without the express written consent of Landlord.

ARTICLE XI
DEFAULT

Default or other breach of this Lease entitles Landlord to terminate this Lease, as provided herein, and recover from Tenant all damages Landlord may incur by reason of Tenant's default; including, without limitation, a sum which, at the date of such termination, represents the then-value of the excess, if any, of the rent and all other sums which would have been payable hereunder by Tenant for any prepaid periods.

ARTICLE XII
FIXTURES

All personal property, furnishings, and equipment supplied by Landlord which serve or are located in the Leased Premises shall not be removed from the Leased Premises by the Tenant. The same shall be kept and used in a manner which shall not diminish its value or be contrary to its intended use.

ARTICLE XIII
NOTICES AND ADDRESSES OF PARTIES

All notices, including rent payments, to Landlord shall be sent to Landlord at:

COPY

All notices to Tenant shall be sent to Tenant at:

ARTICLE XIV
MISCELLANEOUS PROVISIONS

This agreement shall, at all times, be interpreted pursuant to the laws of the State of Nebraska.

This agreement shall be binding on the parties hereto, as well as their heirs, successors, and assigns.

City of Alma by Mayor, Hal Haeker, LANDLORD

STATE OF NEBRASKA)

HARLAN COUNTY)

On _____, 2024, before me appeared HAL HAEKER, Mayor, to execute the foregoing on behalf of the City of Alma, Nebraska pursuant to his lawful authority for the same.

(Seal)

Notary Public

Alma Parrot Theatre, Inc. by: _____

Printed Name: _____

Title: _____

STATE OF NEBRASKA)

COUNTY OF HARLAN)

On _____ 2024, before me appeared _____, as
_____, on behalf of the Alma Parrot Theatre, Inc., pursuant to
his/her authority for the same.

(Seal)

Notary Public

COPY

PURCHASE ORDER REQUEST FORM

Date Submitted: _____

Date Needed: _____

Department: _____

Division: _____

Account Description: _____

Number: _____

I

Quantity	Item Description	Price	Total

Three Quotes When Applicable:

Vendor Information

	Company Name	Price Quote
1:	_____	\$: _____
2:	_____	\$: _____
3:	_____	\$: _____

Company: _____
 Address: _____
 City, State, Zip: _____
 Telephone: _____
 Fax: _____

attest that all City procurement processes have been met.

Department Head: _____ Date: _____

CREDIT CARD ACCEPTANCE POLICY

I. PURPOSE

The purpose of this policy is to establish business processes and procedures for accepting Credit and Debit cards at City of Alma. The policy will minimize risk and provide the greatest value, security of data, and availability of services to each City of Alma Employee within the rules and regulations established by the Payment Card Industry (PCI) and articulated in the PCI Data Security Standards (DSS). Additionally, these processes are intended to ensure that payment card acceptance procedures are appropriately integrated with the City of Alma's accounting and other systems.

II. BACKGROUND

In response to increasing incidents of identity theft, the major payment card companies created the Payment Card Industry Data Security Standard (PCI DSS) to help prevent theft of customer data. PCI DSS applies to all businesses that accept payment cards to procure goods or services. Compliance with this Standard is enforced by the payment card companies. Generally, noncompliance is discovered when an organization experiences a security breach that includes cardholder data.

Security breaches can result in serious consequences for City of Alma, including release of confidential information, damage to reputation, the assessment of substantial fines, possible legal liability and the potential loss of the ability to accept payment card and eCommerce payments. City of Alma will take every effort to ensure that Data Security Standards are adhered to.

III. DEFINITIONS

Cardholder: The customer to whom a credit or debit card has been issued or the individual authorized to use the card.

Cardholder Data: All personally identifiable data about the cardholder (i.e., account number, expiration date, and cardholder name.)

Company: Management Accounting and Executive offices that approves all third-party service providers and coordinates the policies and procedures for accepting Credit and Debit cards at City of Alma.

Encryption: The process of converting information into an unintelligible form to anyone except holders of a specific cryptographic key. Use of encryption protects information between the encryption process and the decryption process against unauthorized disclosure.

Staff Employee: For the purposes of the PCI DSS and this policy, a Staff Employee is defined as entity that accepts Credit or Debit cards bearing the logos of any of the five members of the Payment Card Industry Security Standards Council (American Express, Discover, MasterCard or VISA) as payment for City of Alma services.

City of Alma Management: A City of Alma employee within a department who has primary authority and responsibility for Credit or Debit card and eCommerce transaction processing within that department.

Payment Card: Any Credit or Debit card/device that bears the logo of American Express, Discover Financial Services, JCB International, MasterCard Worldwide, or VISA, Inc.

Credit or Debit Card Account Change: Any change in the payment account including, but not limited to: the use of existing Credit or Debit card accounts for new purposes; the alternation of business processes that involve Credit or Debit card processing activities; the addition or alteration of payment systems; the addition or alternation of relationships with third-party Credit or Debit card service providers, and the addition or alternation of Credit or Debit card processing technologies.

Credit or Debit Card Industry (PCI) Data Security Standard (DSS): A multi-faceted security standard that includes requirements for security management, policies, procedures, network architecture, software design and other critical protective measures.

Sensitive Authentication Data: Security-related information (card validation codes/values, full magnetic-stripe data, or personal identification number (PIN)) used to authenticate cardholders, appearing in plain-text or otherwise unprotected form.

IV. TERMS AND CONDITIONS

This policy applies to all City of Alma employees, Members, Non-Members, Consultants, or Agents who, in the course of doing business on behalf or with City of Alma, accept, process, transmit, or otherwise handle cardholder information in physical or electronic format.

This policy applies to all City of Alma departments and administrative areas which accept Credit or Debit cards regardless of whether revenue is deposited in a City of Alma financial account.

V. ACCEPTABLE CREDIT OR DEBIT CARDS

City of Alma currently accepts VISA, MasterCard, Discover and American Express Card and has negotiated contracts for processing Credit or Debit card transactions. Individual City of Alma employees may not use or negotiate individual contracts with these or other Credit or Debit card companies or processors. All individual City of Alma employees must use the City of Alma negotiated contract.

VI. PROHIBITED CREDIT OR DEBIT CARD ACTIVITIES

City of Alma prohibits certain credit card activities that include, but are not limited to:

- accepting Credit or Debit cards for cash advances
- discounting service based on the method of payment
- adding a surcharge or additional fee to Credit or Debit card transactions

VII. CREDIT OR DEBIT CARD FEES

Each Credit or Debit card transaction may have an associated fee charged by the credit card company depending on which platform is utilized. Any fee will be clearly posted at point of sale terminal location.

VIII. REFUNDS

If it is found that a credit card charge was processed in error a refund may be processed. The refund must be credited back to the account that was originally charged. Refunds in excess of the original sale amount or cash refunds are prohibited.

IX. CHARGEBACKS

Occasionally a customer will dispute a Credit or Debit card transaction, ultimately leading to a chargeback. In the case of a chargeback, City of Alma's Treasurer will be responsible for distributing charge backs to appropriate departments for proper correction.

X. MAINTAINING SECURITY

1. Departments and administrative areas accepting Credit or Debit cards on behalf of City of Alma are subject to the Credit or Debit Card Industry Data Security Standards (PCI DSS).
2. Fax transmissions (both sending and receiving) of credit card and electronic payment information occurs using only fax machines which are attended by those individuals who must have contact with Credit or Debit card data to do their jobs;
3. City of Alma requires that all external services providers that handle Credit or Debit card information be PCI compliant.
4. City of Alma restricts access to cardholder data to those with a business "need-to-know."
5. For electronic media, cardholder data shall not be stored on servers, local hard drives, or external (removable) media including floppy discs, CDs or thumb (flash) drives unless encrypted and otherwise in full compliance with PCI DSS. For paper media, cardholder data shall not be stored.

XI. RESPONSIBILITIES

City of Alma Employees are responsible for:

Executing on behalf of the City of Alma Department, Credit or Debit Card Account transactions.

Ensuring that all employees, contractors and agents with access to Credit or Debit card data within the relative City of Alma Department acknowledge on an annual basis and in writing that they have read and understood this Policy. These acknowledgements should be submitted, as requested, to City of Alma's Treasurers department ensuring that all Credit or Debit card data collected by the City of Alma Department in the course of performing City of Alma's business, regardless of whether the data is stored physically or electronically is secured.

Data is considered to be secured only if all of the following criteria are met:

1. Only those with a "need-to-know" are granted access to Credit or Debit card and electronic payment data;
2. Email should not be used to transmit credit card or personal payment information. If it should be necessary to transmit credit card information via email only the last four digits of the credit card number should be displayed;
3. Credit card or personal information is never downloaded onto any portable devices or media such as USB flash drives, compact disks, laptop computers or personal digital assistants;
4. The processing and storage of personally identifiable credit card or payment information on City of Alma computers and servers is prohibited;
5. Only secure communication protocols and/or encrypted connections to the authorized vendor are used during the processing of eCommerce transactions;
6. The three or four digit validation code, or full contents of any track data from the magnetic stripe, or personal identification number (PIN) or encrypted PIN block are never stored in any form;
7. All but the last four digits of any credit card account number are masked when it is necessary to display credit card data;
8. All media containing Credit or Debit card or personal payment data is retained no longer than a maximum of six (6) months and then destroyed or rendered unreadable; and
9. Notifying the Treasurers and the City Administrator in the event of suspected or confirmed loss of cardholder data. Details of any suspected or confirmed breach should not be disclosed in any email correspondence. After normal business hours, notification shall be made to the Treasurer.
10. The processing and storage of personally identifiable credit card or payment information is prohibited. **Credit card information will not be disclosed to Alma employees for the purpose of entering payment information.** Payment can be made on the City of Alma website or in person at the City office.

City of Alma shall:

1. Provide training to ensure that City of Alma employees are trained in accepting and processing Credit or Debit cards in compliance with this policy;
2. Work with external vendors to coordinate Credit or Debit card policies, standards, and procedures;
3. Serve as liaison between Financial Management Services, Information Technology Services, and the City of Alma employee for Credit or Debit Card account acquisition or change procedures;
4. Review and modify the Application for Credit or Debit Card Account Acquisition or Change as necessary.

City of Alma will conduct Internal Auditing to:

1. Periodically review City of Alma employee compliance with this policy and the Credit or Debit Card Industry (PCI) Data Security Standards (DSS);

2. Identify unapproved payment applications or external vendors that collect Credit or Debit card data on behalf of City of Alma and notify Treasurer;
3. When required, conduct the City of Alma's PCI DSS Self-Assessment and complete the City of Alma's Attestation of Compliance.

XII. WIRELESS TECHNOLOGY

City of Alma will use wireless technology to process or transmit cardholder data over a secured network. Our Secure Sockets Layer (SSL) software is the industry standard and among the best software available today for secure commerce transactions. It encrypts all personal information, including credit card number, name, and address, so that it cannot be read over the internet. City of Alma employees will never transmit cardholder data over an unsecured network. The storage of cardholder data on local hard drives, floppy disks or other external media is prohibited. It is also prohibited to use cut-and-paste and print functions during remote access.

XIII. SANCTIONS

The Treasurer may suspend credit card account privileges of any City of Alma department not in compliance with this policy or that places City of Alma at risk.

XIV. TRAINING

Employees who are expected to be given access to cardholder data shall be required to view a training video and complete the Credit Card Processing Acknowledgement upon hire.

NOTICE OF ANNUAL REORGANIZATIONAL MEETING
CITY OF ALMA, NEBRASKA

NOTICE IS HEREBY GIVEN a meeting of the City Council of the City of Alma, Nebraska, at 5:30 p.m. on WEDNESDAY, December 4, 2024 at the Office of the Alma City Clerk, 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.

AGENDA - December 4 2024

ANNUAL REORGANIZATION MEETING IMMEDIATELY FOLLOWING REGULAR MEETING

1. NEWLY ELECTED COUNCIL MEMBERS- OATH OF OFFICE - Swearing in Dyann Collins, Council Ward (1) and Joel Wheeler, Council Ward (2)
2. ELECTION OF CITY COUNCIL PRESIDENT
3. APPROVE APPOINTMENTS OF CITY OFFICIALS, BOARDS AND COMMISSIONS AS RECOMMENDED BY THE MAYOR
4. 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 THE ATTENDANCE BY THE PUBLIC. THIS AGENDA IS KEPT CONTINUOUSLY CURRENT. AS OF NOVEMBER 27, 2024. ANY ADDITIONS OR DELETIONS TO THIS AGENDA MAY BE OBTAINED AT THE CITY OFFICE (614 MAIN STREET). - Janet Dietz, CITY CLERK

State of Nebraska

County of Harlan

To: City of Alma

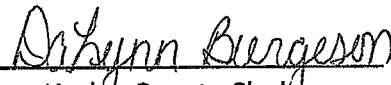
I, the undersigned, being the County Clerk of Harlan County, Nebraska, do hereby certify the following are true and complete results of the abstract of the votes cast at the election held November 5, 2024, in this county, as canvassed by the canvassing board of this county, with respect to the candidates, measures, propositions, and issues therein listed; and do further certify that to the best of my knowledge all such ballots, including early voting, and provisional have been voted, counted and canvassed in the manner provided by law.

Position	Candidates	Votes Cast
City of Alma Ward 1	Dyann Collins	226
City of Alma Ward 2	Joel Wheeler	167
	Christopher Tripe	108

Witness my hand and official seal this 19th day of November, 2024.



(Seal)


Harlan County Clerk
Election Commissioner

OATH OF OFFICE
(ELECTED OFFICIALS)

"I, DYANN COLLINS, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Nebraska, against all enemies foreign and domestic; that I will bear true faith and allegiance to the same; that I take this obligation freely, and without mental reservation, or for the purpose of evasion; and that I will faithfully and impartially perform the duties of the office of CITY COUNCILMAN WARD 1, according to law, and to the best of my ability. And I do further swear that I do not advocate, nor am I a member of any political party or organization that advocates the overthrow of the government of the United States or of this State by force, or violence; and that during such time as I am in this position I will not advocate, nor become a member of any political party or organization that advocates the overthrow of the government of the United States or of this State by force or violence. So help me God." (Ref. 11-101 RS Neb.)

I certify that I do not hold any other public elective public office, with the exception of office of public power districts, public power and irrigation districts, and public utility companies.

Signature

Date

OATH OF OFFICE
(ELECTED OFFICIALS)

"I, JOEL WHEELER, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Nebraska, against all enemies foreign and domestic; that I will bear true faith and allegiance to the same; that I take this obligation freely, and without mental reservation, or for the purpose of evasion; and that I will faithfully and impartially perform the duties of the office of CITY COUNCILMAN WARD 2, according to law, and to the best of my ability. And I do further swear that I do not advocate, nor am I a member of any political party or organization that advocates the overthrow of the government of the United States or of this State by force, or violence; and that during such time as I am in this position I will not advocate, nor become a member of any political party or organization that advocates the overthrow of the government of the United States or of this State by force or violence. So help me God." (Ref. 11-101 RS Neb.)

I certify that I do not hold any other public elective public office, with the exception of office of public power districts, public power and irrigation districts, and public utility companies.

Signature

Date