

MINUTE RECORD FOR CITY OF ALMA  
REGULAR CITY COUNCIL MEETING  
February 19, 2025

A meeting of the City Council of the City of Alma, Nebraska was held at City Hall on Wednesday, the 19th of February 2025, at 5:30 p.m.

Present were Council Members: Joel Wheeler, Larry Casper, Dyann Collins, Tom Moulton, and Mayor Hal Haeker. Administrator Steve Ardiana, City Attorney Doug Walker, Deputy City Attorney Jaclyn Daake, and Clerk Janet Dietz, Treasurer Toshia Butterfield, City Utilities Superintendent Russ Pfeil, and Kent Fleischmann 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 February 19, 2025, at 5:30 p.m. and the following business was transacted:

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

Mayor opened the floor to discuss procedures pertaining to items placed on Agenda. Public is referred to (request for future agenda item available in the City office) where the topic is reviewed, possibly handled administratively or scheduled for a future meeting, open council discussions during the meeting, only what is on the current agenda, public input only on current agenda items, city staff setting agenda through the staff meeting.

Mayor opened the floor to approve the minutes of February 5th, 2025, regular council meeting. Council Member Casper requested clarification on the backup generator being tabled. (Councilman Moulton did make the motion to table at the last meeting, motion carried) Motion made by Moulton, second by Wheeler to approve the minutes of February 5, 2025, regular council meeting. There being no further discussion upon the motion made and upon roll call vote, the following voted yes: Moulton, Wheeler Collins abstain-Casper. (Casper was absent at the last meeting) Voting no: None. Motion carried.

Mayor opened the floor to discuss the claims and invoices for February 6, 2025, through February 19, 2025, for a total of \$102,845.30. Motion made by Collins to accept as presented, second by Casper to approve. There being no further discussion upon the motion made and upon roll call vote, the following voted yes: Collins, Casper, Wheeler, and Moulton. Voting no: None. Motion carried.

Mayor opened the floor to discuss the Treasurer's report. Treasurer discussed the (2) utility account past due, currently only one is 115 days delinquent for \$1, 020.73. City Attorney Doug Walker requested to table, adding it to the next agenda. Motion by Wheeler, second by Moulton to table for further information, adding it to the next meeting agenda. There being no further discussion upon the motion made and upon roll call vote, the following voted yes: Wheeler, Casper, Collins, and Moulton. Motion carried.

Mayor opened the floor to discuss/approve new hire for the Hoesch Library. Library Director Jennifer brought forth the name of Adriana Jones for approval. Library board has approved the new hire for 9-12 hours a week. Motion by Collins, second by Moulton to approve the new hire. There being no further discussion upon the motion made and upon roll call vote, the following voted yes: Collins, Moulton, Casper, and Wheeler. Voting no: None. Motion carried.

Mayor moved to the zoom call meeting with Miller & Associates to discuss the condition of lift station on South street, engineers were unable to attend. Lewis Hyatt met with Travis a few years ago regarding updates. ( lift station last updated in 1983). The conditional assessment is the failure of dry well can, and submersible pumps. Lewis brought forth new design options, rebuild well can and pumps to above ground

features, not requiring staff to go twenty-six feet down below into the well can. Discussion led to funding, design features, modes of possible failure/collapse of well can, impact to the residents, costs associated with failure, adding bypass pumping, construction associated with disruption. Discussion to approve design phase for \$28,950.00. Approving bids in stages, funding/grants available. Timeline of getting components here. The need to move forward as soon as possible, installing bypass pumping first. (Clerk will add Proposed Modification of Alma Sanitation Disposal Agreement and funding to the 03.05.2025 to council meeting for discussion/approval)

Mayor opened the floor to discuss the Alma Airport project #3-31-004-014. City Administrator discussed the fees of \$19,016.75 are for design and drilling and geotechnical services. Collins asked if the new building placement is set in stone, Moulton advised there are high pressure gas lines making another placement difficult. Motion made by Moulton, second by Casper to approve Project no: 3-31-004-014, for \$19,016.75, first pay estimate. There being no further discussion upon the motion made and upon roll call vote, the following voted yes: Moulton, Casper, Wheeler, and Collins. Voting no: None. Motion carried.

Mayor opened the floor to discuss/approve Golf course vacancy. City Attorney Doug Walker advised Ordinance 2025-2 will only amend Section (1) 32.06 increasing Municipal Golf Course members to eight. Discussion led to the need of additional members, even number of members for voting purposes, need for fundraising. Councilwoman Collins introduces Ordinance NO. 2025-2, an Ordinance of the City of Alma, Nebraska to modify section 32.06 of the Alma Municipal code to have eight members on the Municipal Golf Board: all ordinances or parts of ordinances to the contrary; and to provide for an effective date and moves that the statutory rule requiring reading on three different day be suspended and moved that the statutory rule requiring reading on three different days be suspended, second by Wheeler. There being no further discussion, upon the motion made and upon roll call vote, the following voted yes, Collins, Wheeler, Moulton, and Casper. Voting no none: Motion carried. Council Member Wheeler introduced an Ordinance of the City of Alma, Nebraska to modify section 32.06 of the Alma Municipal code to have eight members on the Municipal Golf Board; to repeal all Ordinances or parts of Ordinances to the contrary; and to provide for an effective date. Said Ordinance is then ready by title and council member moves for final passage of the Ordinance 2025-2, second by Collins. Mayor Haeker read, "shall the Ordinance NO. 2025-2 be passed and adopted? Mayor requested a rollcall vote, Wheeler, Casper Collins-yes, Moulton-no. Mayor states Ordinance passed by majority vote. Mayor Haeker discussed with Cody Simmons being on the Community Redevelopment Authority Board and Golf Board. Cody Simmons offered his resignation from the Community Redevelopment Authority Board, Mayor Haeker requested council for a motion to approve new golf board members Cody Simmons and Katie Seyler. Motion made by Wheeler, second by Collins to approve Cody Simmons and Katie Seyler. There being no further discussion upon the motion made and upon rollcall vote the following voted yes, Wheeler, Collins, Moulton, and Casper. Motion carried.

Mayor opened the floor to discuss/approve the Proposed Modification of City of Alma Sanitation Disposal. Deputy City Attorney Jaclyn Daake discussed changing codes and making it clearer for public to understand. Lengthy discussion followed, placement of toters, C-2 zoning issues, signing of waivers, larger toters are not movable, picking up in/on private drives, waste sanitation driver the ability to choose pickup on private roads as to not damage the roads. Motion by Collins to table, Deputy City Attorney Jacalyn Daake offered to do a proposed draft for these updates. The City Administrator stated current guidelines do require placement of toters and should be in the City Ordinance. Casper second the motion to table. There being no further discussion upon the motion made to table for a future meeting, and upon roll call vote, the following voted yes: Collins, Casper, Wheeler and Moulton. Voting no: None. Motion carried.

Mayor opened the floor to discuss/approve Community Cleanup proposal with South Central Sanitation. South Central has offered (4) 30-yard roll offs@ \$700 each. Mileage and driver are included. Discussion was to get public information out as to exclude items, (hazard materials, construction, and mattresses) Motion made by Casper, to approve the agreement with South Central Sanitation, with the exception of hazard material, construction materials and mattresses, second by Moulton. There being no further discussion upon the motion

made and upon roll call vote, the following voted yes: Casper, Moulton, Wheeler, and Collins. Voting no: None. Motion carried.

Mayor opened the floor to discuss/approve pool manager position. Council Member Casper offered as long as the current manager wants to do the job and hire the lifeguards he approves. Discussion was having co-managers last year. Motion by Moulton, second by Casper, to maintain pool manager position as a yearly hired employee.(with possible yearly reviews) There being no discussion upon the motion made and upon roll call vote, the following voted yes: Moulton, Casper, Collins, and Wheeler. Voting no: None. Motion carried.

Mayor opened the floor to discuss Western Sky Phase I and Phase II. Mayor Haeker suggested to table so the city staff could provide additional information. City Treasurer provided current city bond payments of \$308,000, and TIF revenue of \$85,453.00. Costs/revenue would be covered by 2036. Council member Wheeler would like to see the conversation of moving forward. Deputy City Jaclyn Daake discussed issues with Phase I, assignments of TIF notes, sidewalks, lot line disputes, (3) lots of possible non-development issues. Seeing if general public is interested in moving forward. Rick Calkins advised there are (2) lots left, and would like to move forward to Phase II, possibly redoing the lot lines in Phase II, as they have been requested to be larger. Current Phase I City property owners have lot line issues, (2) residential and (4) commercial have variance issues. City Attorney will look into options before moving into Phase II. City Administrator requested a timeline of when the proposed assignments and redevelopment assumption obligations passing from developer to landowner will be available. City Deputy Attorney Jaclyn Daake will move forward to correct the deficiencies.

Mayor Haeker moved the meeting forward to the City Administrator report. Hoesch Library skylight, contractor has been onsite and is looking into replacement options. County Road Agreement/resolution for next council meeting, employee personnel manual/resolution next council meeting, waiting on parts for EV station, funding, options using current light pole adding camera.

Motion by Casper, second by Moulton to adjourn the meeting at 7:41 p.m. There being no further discussion upon the motion made and upon roll call vote, the following voted yes: Casper, Moulton, Wheeler and Collins. Voting no: None. Meeting was adjourned at 7:41 p.m.

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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.

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Janet Dietz, City Clerk

**City of Alma**  
**Unpaid Claims by Vendor**  
February 20, 2025 thru March 5, 2025

	Type	Date	Due Date	Memo	Account	Class	Amount
<b>Alma Auto Parts</b>							
	Bill	02/26/2025	03/05/2025	metric tap	30.1110 · Small Tools	Wastewater Utility De	7.00
	Bill	02/20/2025	03/05/2025	self tightening torch head	30.1110 · Small Tools	Water Utility Departmr	23.64
Total Alma Auto Parts							30.64
<b>Alma Golf Course</b>							
	Bill	02/14/2025	03/05/2025	fundraiser reimbursement 02/14	20.1150 · Miscellaneous Other Expense	Golf Fund	465.00
Total Alma Golf Course							465.00
<b>Amazon Business</b>							
	Bill	03/01/2025	03/05/2025	tail light chevy silverado - order	20.1200 · Repairs & Maint. Equipment	Street Department	39.99
	Bill	03/01/2025	03/05/2025	office-candy - order 112-290582	30.1120 · Supplies	General Fund	30.39
	Bill	03/01/2025	03/05/2025	office-binder clips - order 112-38	30.1090 · Office Supplies	General Fund	10.33
	Bill	03/01/2025	03/05/2025	office-binders - order 112-56806	30.1090 · Office Supplies	General Fund	88.98
	Bill	03/01/2025	03/05/2025	pens, hand soap - order 111-84	30.1090 · Office Supplies	General Fund	35.15
	Bill	03/01/2025	03/05/2025	paper towels, stamps & ink, flas	30.1090 · Office Supplies	General Fund	70.82
	Bill	03/01/2025	03/05/2025	pens, writing pads, stickers - orc	30.1090 · Office Supplies	General Fund	53.74
Total Amazon Business							329.40
<b>Austin Molzahn</b>							
	Bill	02/28/2025	03/05/2025	Compost Key Deposit Refund	20.1030 · Deposit Refunds	Sanitation Departmer	20.00
Total Austin Molzahn..							20.00
<b>Black Hills Energy</b>							
	Bill	01/30/2025	03/05/2025	Gas - Jan	20.1090 · Gas, Water, & Wastewater	Airport Fund	44.76
Total Black Hills Energy							44.76
<b>Broken Bar C Electric, LLC</b>							
	Bill	02/22/2025	03/05/2025	South St Lift Station - fixed float	20.1200 · Repairs & Maint. Equipment	Wastewater Utility De	1,405.46
Total Broken Bar C Electric, LLC							1,405.46
<b>Cash Wa Distributing</b>							
	Bill	02/28/2025	03/05/2025	candy, popcorn, popcorn oil	30.1044 · Purchases Food	Golf Fund	186.67
Total Cash Wa Distributing							186.67
<b>City Alma Utilities</b>							
	Bill	02/24/2025	03/05/2025	Gas, Water, Sewer-Auditorium	20.1090 · Gas, Water, & Wastewater	Community Buildings	567.57
	Bill	02/24/2025	03/05/2025	Trash-Auditorium	20.1250 · Trash Removal	Community Buildings	53.45
	Bill	02/24/2025	03/05/2025	Water, Sewer-Dump Station	20.1090 · Gas, Water, & Wastewater	Wastewater Utility De	34.00
	Bill	02/24/2025	03/05/2025	Gas, Water, Sewer - Johnson C	20.1090 · Gas, Water, & Wastewater	Community Buildings	77.31

**City of Alma**  
**Unpaid Claims by Vendor**  
**February 20, 2025 thru March 5, 2025**

Type	Date	Due Date	Memo	Account	Class	Amount
Bill	02/24/2025	03/05/2025	Trash - Johnson Center	20.1250 · Trash Removal	Community Buildings	99.93
Bill	02/24/2025	03/05/2025	Gas, Water, Sewer-Library	20.1090 · Gas, Water, & Wastewater	Library Department	312.46
Bill	02/24/2025	03/05/2025	Trash - Library	20.1250 · Trash Removal	Library Department	7.99
Bill	02/24/2025	03/05/2025	Gas, Water, Sewer - Office	20.1090 · Gas, Water, & Wastewater	General Fund	34.00
Bill	02/24/2025	03/05/2025	Trash - Office	20.1250 · Trash Removal	General Fund	7.99
Bill	02/24/2025	03/05/2025	Trash - Trail (on City office strt)	20.1250 · Trash Removal	Pheasant Ridge Trail	7.99
Bill	02/24/2025	03/05/2025	Water - Park	20.1090 · Gas, Water, & Wastewater	Park Department	21.50
Bill	02/24/2025	03/05/2025	Trash - Park	20.1250 · Trash Removal	Park Department	31.96
Bill	02/24/2025	03/05/2025	Gas, Water, Sewer - Workshop	20.1090 · Gas, Water, & Wastewater	Shop Department	1,169.85
Bill	02/24/2025	03/05/2025	Trash - Workshop	20.1250 · Trash Removal	Shop Department	64.50
Bill	02/24/2025	03/05/2025	Trash - Boat Dock (on Office Bil	20.1250 · Trash Removal	Recreation Departme	7.99
Total City Alma Utilities						2,498.49
<b>City of Alma Utilities-Glf</b>						
Bill	02/24/2025	03/05/2025	Utilities	20.1090 · Gas, Water, & Wastewater	Golf Fund	649.58
Bill	02/24/2025	03/05/2025	Trash	20.1250 · Trash Removal	Golf Fund	122.20
Total City of Alma Utilities-Glf						771.78
<b>City of Holdrege</b>						
Bill	02/25/2025	03/05/2025	Landfill fees	20.1250 · Trash Removal	Sanitation Departmer	361.02
Bill	02/28/2025	03/05/2025	Landfill fees	20.1250 · Trash Removal	Sanitation Departmer	283.98
Bill	02/14/2025	03/05/2025	Landfill fees	20.1250 · Trash Removal	Sanitation Departmer	186.92
Bill	02/19/2025	03/05/2025	Landfill fees	20.1250 · Trash Removal	Sanitation Departmer	371.84
Bill	02/21/2025	03/05/2025	Landfill fees	20.1250 · Trash Removal	Sanitation Departmer	232.46
Total City of Holdrege						1,436.22
<b>Cynthia Butts</b>						
Bill	02/25/2025	03/05/2025	Compost Key Deposit Refund	20.1030 · Deposit Refunds	Sanitation Departmer	20.00
Total Cynthia Butts.						20.00
<b>Diamond Exterminating, Inc.</b>						
Bill	03/04/2025	03/05/2025	Pest Control - Johnson Center	20.1190 · Repairs & Maint. Buildings	Community Buildings	50.00
Bill	03/04/2025	03/05/2025	Pest Control - City Office	20.1190 · Repairs & Maint. Buildings	General Fund	50.00
Bill	03/04/2025	03/05/2025	Pest Control - Airport	20.1190 · Repairs & Maint. Buildings	Airport Fund	50.00
Total Diamond Exterminating, Inc.						150.00

**City of Alma**  
**Unpaid Claims by Vendor**  
February 20, 2025 thru March 5, 2025

Type	Date	Due Date	Memo	Account	Class	Amount
<b>Duncan, Walker, Schenker &amp; Daake</b>						
Bill	03/04/2025	03/05/2025	Legal Services - February 2025	20.1110 · Legal Fees	General Fund	291.67
Bill	03/04/2025	03/05/2025	Legal Services - February 2025	20.1110 · Legal Fees	Gas Utility Department	291.66
Bill	03/04/2025	03/05/2025	Legal Services - February 2025	20.1110 · Legal Fees	Street Department	291.66
Bill	03/04/2025	03/05/2025	Legal Services - February 2025	20.1110 · Legal Fees	Water Utility Department	291.67
Bill	03/04/2025	03/05/2025	Legal Services - February 2025	20.1110 · Legal Fees	Wastewater Utility Department	291.67
Bill	03/04/2025	03/05/2025	Legal Services - February 2025	20.1110 · Legal Fees	Sanitation Department	291.67
Total Duncan, Walker, Schenker & Daake						1,750.00
<b>Eakes Office Solutions</b>						
Bill	02/15/2025	03/05/2025	Contract 11/15/24 to 02/14/25	20.1200 · Repairs & Maint. Equipment	Library Department	126.83
Bill	02/20/2025	03/05/2025	Contract 11/20/24 to 02/19/25	20.1200 · Repairs & Maint. Equipment	General Fund	391.36
Total Eakes Office Solutions						518.19
<b>First National Bank Omaha-CC 0274</b>						
Bill	02/03/2025	03/05/2025	Graduate Hotels-MidWinter Con	20.1260 · Travel & Meal Expense	General Fund	315.55
Bill	02/03/2025	03/05/2025	Graduate Hotels-MidWinter Con	20.1260 · Travel & Meal Expense	General Fund	315.55
Bill	02/03/2025	03/05/2025	Graduate Hotels-MidWinter Con	20.1260 · Travel & Meal Expense	General Fund	157.77
Bill	02/04/2025	03/05/2025	Angus Burger-LNM Utility Conf-I	20.1260 · Travel & Meal Expense	Gas Utility Department	38.72
Bill	02/05/2025	03/05/2025	Cunningham's-LNM Utility Conf-	20.1260 · Travel & Meal Expense	Gas Utility Department	57.16
Bill	02/24/2025	03/05/2025	LNM MidWinter Conference par	20.1260 · Travel & Meal Expense	General Fund	23.00
Total First National Bank Omaha-CC 0274						907.75
<b>First National Bank Omaha-CC 5410</b>						
Credit	02/25/2025		credit	20.1011 · Bank Charges	General Fund	(2.14)
Bill	01/29/2025	03/05/2025	Tax1099-1099 filing	30.1090 · Office Supplies	General Fund	3.39
Bill	01/29/2025	03/05/2025	Tax1099-1099 filing	30.1120 · Supplies	Gas Utility Department	3.38
Bill	01/29/2025	03/05/2025	Tax1099-1099 filing	30.1120 · Supplies	Street Department	3.38
Bill	01/29/2025	03/05/2025	Tax1099-1099 filing	30.1120 · Supplies	Water Utility Department	3.39
Bill	01/29/2025	03/05/2025	Tax1099-1099 filing	30.1120 · Supplies	Sanitation Department	3.38
Bill	01/29/2025	03/05/2025	Tax1099-1099 filing	30.1120 · Supplies	Wastewater Utility Department	3.38
Bill	01/30/2025	03/05/2025	table clothes	20.1045 · Employee Appreciation	General Fund	24.00
Bill	01/30/2025	03/05/2025	LaborLawCntr-labor law poster	30.1120 · Supplies	General Fund	38.51
Bill	01/30/2025	03/05/2025	LaborLawCntr-labor law poster	30.1120 · Supplies	Library Department	38.51
Bill	01/30/2025	03/05/2025	LaborLawCntr-labor law poster	30.1120 · Supplies	Pool Department	38.51
Bill	01/30/2025	03/05/2025	LaborLawCntr-labor law poster	30.1120 · Supplies	Golf Fund	38.51

**City of Alma**  
**Unpaid Claims by Vendor**

February 20, 2025 thru March 5, 2025

Type	Date	Due Date	Memo	Account	Class	Amount
Bill	02/03/2025	03/05/2025	USPS-Water Samples Postage	20.1160 · Postage & Freight Expense	Water Utility Departmr	63.30
Bill	02/10/2025	03/05/2025	USPS-Water Samples Postage	20.1160 · Postage & Freight Expense	Water Utility Departmr	31.65
Bill	02/10/2025	03/05/2025	USPS-liquor license application	20.1160 · Postage & Freight Expense	Golf Fund	6.35
Bill	02/13/2025	03/05/2025	Zoom subscription	20.1025 · Computer Services & Software	General Fund	15.99
Bill	02/16/2025	03/05/2025	Hulu subscription	20.1015 · Cable Television Expense	Golf Fund	103.19
Bill	02/24/2025	03/05/2025	LNM MidWinter Conference par	20.1260 · Travel & Meal Expense	General Fund	23.00
Bill	02/24/2025	03/05/2025	Taco John's-LNM MidWinter Co	20.1260 · Travel & Meal Expense	General Fund	15.58
Bill	02/25/2025	03/05/2025	LNM MidWinter Conference par	20.1260 · Travel & Meal Expense	General Fund	23.00

Total First National Bank Omaha-CC 5410

478.26

**First National Bank Omaha-CC 5623**

Credit	02/19/2025		Amazon-books - order 112-4952	30.1020 · Books - Restricted	Library Department	(16.01)
Credit	02/28/2025		Amazon-books - order 111-6722	30.1020 · Books - Restricted	Library Department	(15.86)
Bill	01/31/2025	03/05/2025	Amazon-books - order 112-7785	30.1020 · Books - Restricted	Library Department	19.78
Bill	02/09/2025	03/05/2025	Amazon-self inking stamps - orc	30.1120 · Supplies	Library Department	9.95
Bill	02/12/2025	03/05/2025	Amazon-DVDs - order 112-9260	30.1130 · Videos	Library Department	98.02
Bill	02/12/2025	03/05/2025	Amazon-DVDs - order 112-5895	30.1130 · Videos	Library Department	20.95
Bill	02/12/2025	03/05/2025	Amazon-books - order 112-4054	30.1020 · Books - Restricted	Library Department	17.04
Bill	02/19/2025	03/05/2025	Amazon-books - order 112-4952	30.1020 · Books - Restricted	Library Department	75.49
Bill	02/21/2025	03/05/2025	Amazon-books - order 112-4952	30.1020 · Books - Restricted	Library Department	231.59
Bill	02/25/2025	03/05/2025	Amazon-books - order 112-4952	30.1020 · Books - Restricted	Library Department	49.38

Total First National Bank Omaha-CC 5623

490.33

**Frito Lay, Inc.**

Bill	02/14/2025	03/05/2025	Chips and snacks Purchased	30.1044 · Purchases Food	Golf Fund	195.68
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Total Frito Lay, Inc.

195.68

**Harlan County**

Bill	03/01/2025	03/05/2025	Law Enforcement-March	20.1020 · Contractual Services	Police Protection Dep	3,468.00
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Total Harlan County

3,468.00

**Harlan County Clerk**

Bill	02/28/2025	03/05/2025	Filing fees-Aud Declaration of C	20.1035 · Dues & Fees	Community Buildings	26.00
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Total Harlan County Clerk

26.00

**Harlan County Treasurer**

Bill	02/28/2025	03/05/2025	return of Tripe TIF Property Tax	01.4100 · TIF Proceeds	General Fund	13,047.31
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Total Harlan County Treasurer

13,047.31

**City of Alma**  
**Unpaid Claims by Vendor**

February 20, 2025 thru March 5, 2025

Type	Date	Due Date	Memo	Account	Class	Amount
<b>Hogeland's Market-47</b>						
Bill	02/08/2025	03/05/2025	limes, pineapple	30.1044 · Purchases Food	Golf Fund	12.32
Bill	02/08/2025	03/05/2025	cranberry juice, coffee	30.1042 · Purchases Beverages	Golf Fund	26.77
Bill	02/08/2025	03/05/2025	cleaning supplies	30.1120 · Supplies	Golf Fund	30.36
Bill	02/12/2025	03/05/2025	limes	30.1044 · Purchases Food	Golf Fund	1.96
Bill	02/12/2025	03/05/2025	OJ	30.1042 · Purchases Beverages	Golf Fund	19.77
Bill	02/19/2025	03/05/2025	limes, oranges	30.1044 · Purchases Food	Golf Fund	4.90
Bill	02/25/2025	03/05/2025	limes	30.1044 · Purchases Food	Golf Fund	2.67
Bill	02/25/2025	03/05/2025	cleaning supplies	30.1120 · Supplies	Golf Fund	11.07
Bill	02/28/2025	03/05/2025	half & half	30.1042 · Purchases Beverages	Golf Fund	4.09
Bill	02/28/2025	03/05/2025	TP & paper towels	30.1120 · Supplies	Golf Fund	49.97
Bill	02/28/2025	03/05/2025	food purchased - long-time unkr	30.1044 · Purchases Food	Golf Fund	47.59
Total Hogeland's Market-47						211.47
<b>Hometown Leasing</b>						
Bill	02/24/2025	03/05/2025	Sharp Copy Machine	40.1100 · Equipment Rentals	General Fund	228.54
Total Hometown Leasing						228.54
<b>Huntley Service</b>						
Bill	02/08/2025	03/05/2025	repaired radiator on trash truck	20.1200 · Repairs & Maint. Equipment	Sanitation Department	494.40
Total Huntley Service						494.40
<b>Matt Friend Truck Equipment</b>						
Bill	02/20/2025	03/05/2025	snow plow parts	20.1200 · Repairs & Maint. Equipment	Street Department	495.75
Total Matt Friend Truck Equipment						495.75
<b>Nebraska Dept of Environment and Energy</b>						
Bill	03/03/2025	03/05/2025	Water Operator Licensure-Jeff L	20.1035 · Dues & Fees	Water Utility Department	280.00
Total Nebraska Dept of Environment and Energy						280.00
<b>Nebraska Public Power District, Gvt-3</b>						
Bill	02/21/2025	03/05/2025	01-22-25 thru 02-19-25	20.1040 · Electric Expense	Wastewater Utility Department	417.93
Bill	02/21/2025	03/05/2025	01-22-25 thru 02-19-25	20.1040 · Electric Expense	Wastewater Utility Department	156.63
Bill	02/21/2025	03/05/2025	01-22-25 thru 02-19-25	20.1040 · Electric Expense	Water Utility Department	680.10
Total Nebraska Public Power District, Gvt-3						1,254.66
<b>Nebraska Public Power District, lby</b>						
Bill	02/21/2025	03/05/2025	211010052496 Feb 2025	20.1040 · Electric Expense	Library Department	62.56
Total Nebraska Public Power District, lby						62.56



**City of Alma**  
**Unpaid Claims by Vendor**

February 20, 2025 thru March 5, 2025

	Type	Date	Due Date	Memo	Account	Class	Amount
<b>Nebraskaland Aviation</b>							
	Bill	02/27/2025	03/05/2025	2" MPT x M Coup	20.1200 · Repairs & Maint. Equipment	Golf Fund	7.64
Total Nebraskaland Aviation							7.64
<b>NEX-TECH</b>							
	Bill	03/01/2025	03/05/2025	MS Office 365	20.1025 · Computer Services & Software	General Fund	278.16
	Bill	03/01/2025	03/05/2025	Technology As a Service	20.1025 · Computer Services & Software	General Fund	1,156.95
	Bill	03/01/2025	03/05/2025	Network Security/Antivirus	20.1025 · Computer Services & Software	General Fund	231.81
	Bill	03/01/2025	03/05/2025	Off Site Backup	20.1025 · Computer Services & Software	General Fund	61.81
	Bill	01/01/2025	03/05/2025	MS Office 365	20.1025 · Computer Services & Software	General Fund	274.05
	Bill	01/01/2025	03/05/2025	Technology As a Service	20.1025 · Computer Services & Software	General Fund	1,139.85
	Bill	01/01/2025	03/05/2025	Network Security/Antivirus	20.1025 · Computer Services & Software	General Fund	228.38
	Bill	01/01/2025	03/05/2025	Off Site Backup	20.1025 · Computer Services & Software	General Fund	60.90
Total NEX-TECH							3,431.91
<b>One Call Concepts, Inc.</b>							
	Bill	02/28/2025	03/05/2025	34 Locates	20.1035 · Dues & Fees	Water Utility Departmr	13.94
	Bill	02/28/2025	03/05/2025	34 Locates	20.1035 · Dues & Fees	Gas Utility Departmei	13.94
Total One Call Concepts, Inc.							27.88
<b>Overhead Door</b>							
	Bill	02/26/2025	03/05/2025	Service Call-torsion spring, keyl	20.1190 · Repairs & Maint. Buildings	Golf Fund	562.90
Total Overhead Door							562.90
<b>Pinpoint-Aud</b>							
	Bill	03/01/2025	03/05/2025	Auditorium Internet	20.1102 · Internet Expense	Community Buildings	67.98
Total Pinpoint-Aud							67.98
<b>Pinpoint-Gen</b>							
	Bill	03/01/2025	03/05/2025	City office	20.1102 · Internet Expense	General Fund	102.98
Total Pinpoint-Gen							102.98
<b>Pinpoint-Glf</b>							
	Bill	03/01/2025	03/05/2025	Telephone-Golf	20.1240 · Telephone Expense	Golf Fund	52.92
	Bill	03/01/2025	03/05/2025	Internet-Golf	20.1102 · Internet Expense	Golf Fund	67.98
Total Pinpoint-Glf							120.90
<b>Pinpoint-Pool</b>							
	Bill	03/01/2025	03/05/2025	Internet-Pool	20.1102 · Internet Expense	Pool Department	44.99
Total Pinpoint-Pool							44.99

**City of Alma**  
**Unpaid Claims by Vendor**  
**February 20, 2025 thru March 5, 2025**

	Type	Date	Due Date	Memo	Account	Class	Amount
<b>S &amp; W Auto Parts-glf</b>							
	Bill	02/25/2025	03/05/2025	brake cleaner, lube	20.1200 · Repairs & Maint. Equipment	Golf Fund	14.57
	Bill	02/25/2025	03/05/2025	oil, flap disc	20.1200 · Repairs & Maint. Equipment	Golf Fund	38.12
	Bill	02/25/2025	03/05/2025	nitrile gloves	30.1120 · Supplies	Golf Fund	14.99
	Bill	02/14/2025	03/05/2025	wrench set	30.1120 · Supplies	Golf Fund	28.49
	Bill	02/18/2025	03/05/2025	diesel fuel additive	20.1200 · Repairs & Maint. Equipment	Golf Fund	14.99
	Bill	01/31/2025	03/05/2025	motor oil & filter, hitch, pin clip	20.1200 · Repairs & Maint. Equipment	Golf Fund	312.36
	Bill	02/25/2025	03/05/2025	oil & air filters	20.1200 · Repairs & Maint. Equipment	Golf Fund	553.69
Total S & W Auto Parts-glf							977.21
<b>S &amp; W Auto Parts-gov't</b>							
	Credit	02/06/2025		warranty - tank heater for generator	20.1200 · Repairs & Maint. Equipment	Wastewater Utility De	(139.49)
	Bill	02/18/2025	03/05/2025	inspector lights	30.1110 · Small Tools	Gas Utility Departmen	19.98
	Bill	01/30/2025	03/05/2025	tank heater for generator	20.1200 · Repairs & Maint. Equipment	Wastewater Utility De	139.49
	Bill	02/05/2025	03/05/2025	propane gas	20.1200 · Repairs & Maint. Equipment	Shop Department	12.99
	Bill	02/26/2025	03/05/2025	cv axle, sway bar repair kit, nuts	20.1200 · Repairs & Maint. Equipment	Street Department	176.63
	Bill	02/25/2025	03/05/2025	brake cleaner	20.1200 · Repairs & Maint. Equipment	Sanitation Departmen	55.08
	Bill	02/24/2025	03/05/2025	GM 3pk utility XL, grease	20.1200 · Repairs & Maint. Equipment	Sanitation Departmen	87.24
	Bill	02/25/2025	03/05/2025	motor oil & filter	20.1200 · Repairs & Maint. Equipment	Water Utility Departm	32.96
	Bill	02/28/2025	03/05/2025	55 gal DEF	20.1200 · Repairs & Maint. Equipment	Sanitation Departmen	311.84
	Bill	02/27/2025	03/05/2025	dexron	20.1200 · Repairs & Maint. Equipment	Street Department	10.99
	Bill	02/18/2025	03/05/2025	light bulb	20.1200 · Repairs & Maint. Equipment	Street Department	12.99
	Bill	02/14/2025	03/05/2025	windshield washer fluid	20.1200 · Repairs & Maint. Equipment	Street Department	4.49
	Bill	02/21/2025	03/05/2025	tap	20.1200 · Repairs & Maint. Equipment	Street Department	6.49
Total S & W Auto Parts-gov't							731.68
<b>Steven Ardiana</b>							
	Bill	03/03/2025	03/05/2025	Jan-Feb 2025 general mileage r	20.1260 · Travel & Meal Expense	General Fund	402.64
Total Steven Ardiana.							402.64
<b>Tashia Butterfield</b>							
	Bill	03/03/2025	03/05/2025	Jan-Feb 2025 general mileage r	20.1260 · Travel & Meal Expense	General Fund	262.08
Total Tashia Butterfield							262.08
<b>Trustworthy Hardware-glf</b>							
	Bill	01/30/2025	03/05/2025	hose, filters, bulbs, washers	20.1200 · Repairs & Maint. Equipment	Golf Fund	222.68
Total Trustworthy Hardware-glf							222.68

**City of Alma**  
**Unpaid Claims by Vendor**  
February 20, 2025 thru March 5, 2025

Type	Date	Due Date	Memo	Account	Class	Amount
<b>Trustworthy Hardware-gov't</b>						
Bill	02/07/2025	03/05/2025	fittings, batteries	20.1200 · Repairs & Maint. Equipment	Water Utility Departm	34.45
Bill	02/10/2025	03/05/2025	office-doorbell, batteries, tape	20.1200 · Repairs & Maint. Equipment	General Fund	50.97
Bill	01/21/2025	03/05/2025	bolts	20.1200 · Repairs & Maint. Equipment	Sanitation Departmen	1.24
Bill	01/31/2025	03/05/2025	outlet, elec plug	20.1200 · Repairs & Maint. Equipment	Wastewater Utility De	8.48
Bill	02/20/2025	03/05/2025	Aud-nuts, washers	20.1200 · Repairs & Maint. Equipment	Community Buildings	4.36
Total Trustworthy Hardware-gov't						99.50
<b>Two Rivers Public Health Dept</b>						
Bill	02/28/2025	03/05/2025	Swimming Pool Permit	20.1035 · Dues & Fees	Pool Department	200.00
Total Two Rivers Public Health Dept						200.00
<b>Vestis (Aramark Uniform Services)</b>						
Bill	02/26/2025	03/05/2025	laundry bag	30.1120 · Supplies	Shop Department	1.65
Bill	02/26/2025	03/05/2025	Uniforms-Russ	20.1270 · Uniform Expense	Gas Utility Departmei	6.62
Bill	02/26/2025	03/05/2025	Uniforms - Kent	20.1270 · Uniform Expense	Gas Utility Departmei	6.62
Bill	02/26/2025	03/05/2025	Uniforms - Travis	20.1270 · Uniform Expense	Street Department	5.88
Bill	02/26/2025	03/05/2025	Uniforms - Scott	20.1270 · Uniform Expense	Water Utility Departm	4.48
Bill	02/26/2025	03/05/2025	Uniforms - Jeff	20.1270 · Uniform Expense	Gas Utility Departmei	6.62
Bill	02/26/2025	03/05/2025	Service Charge	20.1270 · Uniform Expense	General Fund	7.66
Bill	02/26/2025	03/05/2025	Mops	30.1120 · Supplies	Community Buildings	12.00
Bill	02/26/2025	03/05/2025	EasyCare Charge	20.1150 · Miscellaneous Other Expense	General Fund	12.36
Bill	02/19/2025	03/05/2025	laundry bag	30.1120 · Supplies	Shop Department	1.65
Bill	02/19/2025	03/05/2025	Uniforms-Russ	20.1270 · Uniform Expense	Gas Utility Departmei	6.62
Bill	02/19/2025	03/05/2025	Uniforms - Kent	20.1270 · Uniform Expense	Gas Utility Departmei	6.62
Bill	02/19/2025	03/05/2025	Uniforms - Travis	20.1270 · Uniform Expense	Street Department	5.88
Bill	02/19/2025	03/05/2025	Uniforms - Scott	20.1270 · Uniform Expense	Water Utility Departm	4.48
Bill	02/19/2025	03/05/2025	Uniforms - Jeff	20.1270 · Uniform Expense	Gas Utility Departmei	6.62
Bill	02/19/2025	03/05/2025	Service Charge	20.1270 · Uniform Expense	General Fund	7.66
Bill	02/19/2025	03/05/2025	Mops	30.1120 · Supplies	Community Buildings	12.00
Bill	02/19/2025	03/05/2025	EasyCare Charge	20.1150 · Miscellaneous Other Expense	General Fund	12.36
Total Vestis (Aramark Uniform Services)						127.78
<b>Vyve Broadband</b>						
Bill	03/01/2025	03/05/2025	TV-City-March	20.1102 · Internet Expense	General Fund	15.00
Total Vyve Broadband						15.00

**City of Alma**  
**Unpaid Claims by Vendor**  
February 20, 2025 thru March 5, 2025

Type	Date	Due Date	Memo	Account	Class	Amount
<b>Wilkins Architecture Design Planning</b>						
Bill	02/27/2025	03/05/2025	Aud renovation architecture serv 50.1200 - Cap Outlay - Buildings		Community Buildings	11,178.59
Total Wilkins Architecture Design Planning						11,178.59
<b>EFT'S</b>						0.00
<b>PAYROLL &amp; BENEFITS</b>						
	02/27/2025	02/27/2025	Payroll & Benefits		Gas Utility Department	9,725.15
	02/27/2025	02/27/2025	Payroll & Benefits		General Fund	5,713.17
	02/27/2025	02/27/2025	Payroll & Benefits		Golf Fund	4,769.85
	02/27/2025	02/27/2025	Payroll & Benefits		Library Department	1,146.50
	02/27/2025	02/27/2025	Payroll & Benefits		Sanitation Dept	2,207.93
	02/27/2025	02/27/2025	Payroll & Benefits		Street Department	3,282.03
	02/27/2025	02/27/2025	Payroll & Benefits		Water Utility Department	2,558.37
						29,403.00
Total Expenditures					3/5/2024	<u><u>79,254.66</u></u>

\_\_\_\_\_  
Mayor Hal Haeker

\_\_\_\_\_  
Councilwoman Dyann Collins

\_\_\_\_\_  
Councilman Tom Moulton

\_\_\_\_\_  
Councilman Joel Wheeler

\_\_\_\_\_  
Councilman Larry Casper

City of Alma  
First Meeting Treasurer's Report  
re : Quickbooks Actual Balances - not reconciled  
February 28, 2025

Cash & CD's	Interest Rate	Maturity Date	2/28/2025	1/31/2025	INC/DEC
Petty Cash			\$ 300.00	\$ 300.00	\$ -
City of Alma Checking - 0410			\$ 2,056,523.93	\$ 1,889,873.36	\$ 166,650.57
Municipal Golf Checking/Comm. Bank - 957		as of 2/22/25	\$ 17,138.07	\$ 14,284.39	\$ 2,853.68
CDBG Housing Rehab. - 2920			\$ 24,183.71	\$ 23,709.73	\$ 473.98
Hospital Sinking Fund Savings - 5320			\$ 8,370.41	\$ 6,691.74	\$ 1,678.67
CRA Checking - 2010			\$ 120.41	\$ 25,268.05	\$ (25,147.64)
Credit Card Banking - 3010			\$ 13,027.33	\$ 13,913.21	\$ (885.88)
Subtotal			\$ 1,974,040.48	\$ 1,829,869.46	\$ 144,171.02

**INTEREST  
PAID OUT**

Community Bank CD 417024 5 mo.	4.13%	6/7/2025	\$ 82,714.60	\$ 82,714.60	\$ -	
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	4.33%	3/1/2025	\$ 265,172.86	\$ 265,172.86	\$ -	
First State Bank CD 410328 13 mo.	5.50%	3/5/2025	\$ 112,997.17	\$ 111,454.65	\$ 1,542.52	
First State Bank CD 410329 13 mo.	5.50%	3/5/2025	\$ 112,997.17	\$ 111,454.65	\$ 1,542.52	
First State Bank CD 410330 13 mo.	5.50%	3/5/2025	\$ 118,047.03	\$ 116,435.56	\$ 1,611.47	
First State Bank CD 410331 13 mo.	5.50%	3/5/2025	\$ 55,224.28	\$ 54,470.42	\$ 753.86	
First State Bank CD 410310 11 mo.	5.10%	7/14/2025	\$ 107,575.47	\$ 107,575.47	\$ -	\$ 465.97
First State Bank CD 40026 12 mo.	3.94%	10/27/2025	\$ 219,978.54	\$ 219,978.54	\$ -	
CD Total			\$ 1,561,641.34	\$ 1,556,190.97	\$ 5,450.37	\$ 465.97
			\$ 3,535,681.82	\$ 3,386,060.43	\$ 149,621.39	

**Debt**

Golf Clubhouse - CB #60233 / 0233-10	4.00%	7/15/2025	\$ 5,401.95	\$ 5,401.95	\$ -	
Sewer Relocate Forcemain w/DEQ	1.50%	6/15/2037	\$ 87,106.93	\$ 87,106.93	\$ -	
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	\$ 45,335.43	\$ 45,335.43	\$ -	
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	\$ -	
			\$ 2,562,492.89	\$ 2,562,492.89	\$ -	
			\$ 5,124,985.78	\$ 5,124,985.78	\$ -	

City of Alma  
Utility Billing Balances as of February 24, 2025

**Past Due**

1-0300-0030	Jesse & Seri Neal	17.66
1-1120-3112	Tanna Hanna	209.83
1-1470-1470	Joshua Low	914.42
2-2080-2208	Kevin & Dana Molzahn	2.21
2-2670-1267	David & Kellie Lewis	82.55
2-2720-6272	Jessica Reeves	90.08
2-2800-1149	Savanah Wells	689.12
2-2830-0283	Dave & Phyllis Robertson	297.45
2-2890-2289	Chris & Cassie Cervera	22.46
2-3060-4306	Emily Vredevelde	156.51
2-3320-0332	David Wells	435.55
2-3560-3356	Daniel Allen	139.28
3-4870-4487	Love Hotels Alma NE, LLC	1020.73
3-5000-0500	Tri State Striping	166.51
3-5035-1503	Dollar General #17021	59.08
4-5890-3589B	Andrea McAleese	746.64
4-5930-0593	Tim & Laura Miller	172.81
4-6140-3614	Brandon Johnson	89.98
4-6340-1634	Dustin Rhoades	32.44
		<u>\$ 5,345.31</u>

**Disc/Lien**

1-0300-0091	Kurt Peterson	358.74
4-6905-2690	Erin Gehrig	180.10
		<u>\$ 538.84</u>

Past Due	5,345.31
Liens	538.84
Budget	5,654.90
	<u>\$ 11,539.05</u>

**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	3,327.23
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	1,383.78
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 Aregl	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
	Heldi Mackey	487.01
	Bobby McCarley	277.77
	Jamie Miller	740.83
	Shannon Palmer	45.63
	Cathy Swenson	417.89
	Joe Voyles	749.61
		<u>\$ 13,947.80</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
	<b>\$ 636,257.28</b>	<b>491402</b>

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
	<b>\$ 537,286.53</b>	<b>418137</b>

Budget **\$ 550,000.00**

	\$	Usage
October '24	\$ 25,255.19	14072
November '24	\$ 51,513.96	33360
December '24	\$ 93,315.40	67893
January '25	\$ 121,885.03	87848
February '25	\$ 127,631.42	93177
March '25		
April '25		
May '25		
June '25		
July '25		
August '25		
September '25		
	<b>\$ 419,601.00</b>	<b>296350</b>

Budget **\$ 550,000.00**

**Gas Rates**

	Residential	General Services		Residential	General Services
October '22		0.9770	October '23		0.9600
November '22		0.9980	November '23		0.9960
December '22		0.9920	December '23		0.9950
January '23		1.1780	January '24		0.9890
February '23		1.1460	February '24		1.0140
March '23		0.9450	March '24		0.9980
April '23		0.8920	April '24	1.0060	1.0610
May '23		0.9030	May '24	0.8800	0.9630
June '23		0.9120	June '24	0.8522	0.9352
July '23		0.9640	July '24	0.9162	0.9992
August '23		0.9620	August '24	0.9082	0.9912
September '23		0.9730	September '24	0.8854	0.9684
October '24			October '24	1.2370	1.0500
November '24			November '24	1.3086	1.1216
December '24			December '24	1.2695	1.0825
January '25			January '25	1.3010	1.1140
February '25			February '25	1.2918	1.1048
March '25			March '25		
April '25			April '25		
May '25			May '25		
June '25			June '25		
July '25			July '25		
August '25			August '25		
September '25			September '25		

**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
	<b>\$ 311,520.65</b>	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
	<b>\$ 348,578.10</b>	76,207

**Budget     \$ 315,000.00**

	\$	Usage
October '24	\$ 44,088.07	11,857
November '24	\$ 24,039.94	3,754
December '24	\$ 20,340.29	2,329
January '25	\$ 21,437.52	2,825
February '25	\$ 21,077.39	2,719
March '25		
April '25		
May '25		
June '25		
July '25		
August '25		
September '25		
	<b>\$ 130,983.21</b>	23,484

**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**  
**A/R Aging Summary**

As of February 28, 2025

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
CDBG Owner	111.42	0.00	0.00	0.00	0.00	111.42
CDBG Owner	93.98	0.00	0.00	0.00	0.00	93.98
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
Richard Coe	0.00	6,351.75	0.00	0.00	0.00	6,351.75
Roger Tischner	185.00	0.00	0.00	0.00	0.00	185.00
<b>TOTAL</b>	<b>610.40</b>	<b>6,351.75</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>6,962.15</b>

# OWNER COPY

## An Agreement for the Provision of Limited Professional Services

Design Professional Firm:	MILLER & ASSOCIATES, CONSULTING ENGINEERS, P.C. 1111 Central Avenue Kearney, NE 68847 (hereinafter called CONSULTANT)	Client:	CITY OF ALMA 614 Main Street P.O. Box 468 Alma, NE 68920-0468 (hereinafter called CLIENT)
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Date: February 12, 2025

Project No. 220-D1-

**Project Name/Location:** South Street Lift Station Rehabilitation, Alma, Nebraska. The Engineer's Opinion of Probable Construction Cost for this project is in the range of \$460,000 to \$550,000.

**Scope/Intent and Extent of Services:** Whereas, the Client desires to employ the ENGINEER to complete drawings, specifications and contract documents for rehabilitation of South Street Lift Station. Services are further delineated as follows:

1. **Design Phase** - CONSULTANT shall perform the following services:
  - a) Field Survey for design
  - b) Provide Civil, Mechanical and Electrical design services for the lift station
  - c) Design above-grade valve vault with submersible lift station pumps utilizing existing wet well and demolition of existing dry well
  - d) Provide specifications to utilize existing generator
  - e) Generate necessary contract documents, drawings and specifications for procuring bids
  - f) Provide Engineer's Opinion of Probable Construction Cost
  - g) Submit documents to NDEE as a regulatory agency
  - h) Assist Client in selecting lowest responsive responsible bidder
2. **Construction Phase** - CONSULTANT shall perform the following services:
  - a) On-site Construction Observation
  - b) Review of Shop Drawing Submittals
  - c) Process pay requests and construction administration
  - d) Preparation of As-Recorded Drawings
  - e) Preparation of Certificate of Completions for Client
3. **Post Construction Phase** - CONSULTANT shall perform the following services:
  - a) Assemble and provide the Client with an Operation and Maintenance Manual for the Lift Station; along with As-Recorded Drawings

**Fee Arrangement:** A lump sum design fee of \$28,950 will be invoiced for fieldwork, drafting, design, and preparation of bidding documents. Construction observation and administration services will be invoiced on an hourly basis not to exceed \$16,500, and Post Construction services will be invoiced on an hourly basis not to exceed \$3,500.

For the purposes of this Agreement, the hourly fees and rates are as follows:

Employee Classification	Rate
Professional Engineer	\$120.00/hour
Licensed Land Surveyor	\$90.00/hour
Project Manager	\$90.00/hour
Senior Design Technician	\$70.00/hour
Survey Crew (1-man)	\$90.00/hour
Technician/Resident Project Representative	\$67.50/hour
CAD Draftsperson	\$65.00/hour
Mileage	IRS Rate
Reproduction & Shipping Services	@ Cost

**Excluded Services:** The following services are not included in the scope of work:

1. SWPPP Services
2. Design service for SCADA control and integration into any existing SCADA reporting software
3. Gas, Telephone and Cable TV Design.
4. Geotechnical subsurface soil investigations and reports
5. Legal Surveying
6. Any and all permit or review fees shall be the responsibility of the Client.

Offered by:

Accepted by:

Lewis Hyatt      2-12-25  
signature                      date

\_\_\_\_\_  
signature                      date

Lewis Hyatt, Project Manager  
printed name/title

\_\_\_\_\_  
printed name/title

Miller & Associates,  
Consulting Engineers, P.C.  
CONSULTANT

City of Alma  
CLIENT

The General Terms and Conditions on the following pages are a part of this Agreement

## GENERAL TERMS AND CONDITIONS

### Consultant Responsibilities

**STANDARD OF CARE:** Consultant shall perform its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances ("Standard of Care"). The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Consultant makes no warranties or guarantees, express or implied, under this Agreement or otherwise in connection with Consultant's services notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified.

**CODE COMPLIANCE:** Consultant shall review applicable laws, codes, and regulations and, in the provision of its Services, shall respond to such requirements imposed by the governmental authorities having jurisdiction over the Project and reasonably known to Consultant at the time services are provided. Client acknowledges that the requirements of the federal, state, and local laws, rules, codes, ordinances, and regulations, including the Americans with Disabilities Act, are subject to various and possible contradictory interpretations and requirements.

**COST EVALUATION:** Evaluations of Client's budget for the Cost of the Work, the preliminary opinions of the Cost of the Work, and updated opinions of the Cost of the Work prepared by Consultant, represent Consultant's judgment as a design professional. It is recognized, however, that neither Consultant nor Client has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from Client's budget for the Cost of the Work or from any opinion of the Cost of the Work or evaluation prepared or agreed to by Consultant.

**DELIVERABLES (PER SCOPE OF SERVICES):** Consultant shall provide deliverables, including drawings, specifications, reports, and studies, as defined in the Scope of Services section.

### Client Responsibilities

**PROJECT SCOPE AND BUDGET:** Client shall define the scope and budget of the Project and, when applicable, periodically update the Project budget, including that portion allocated for the Cost of the Work. The Project budget shall include contingencies for design development and, when required by the scope of the Project, construction of the project. Client shall not significantly increase or decrease the overall Project scope, the portion of the budget allocated for the Cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of Consultant to a corresponding change in the Project scope, quality, schedule, and compensation of Consultant.

**DESIGNATED CLIENT REPRESENTATIVE:** Client shall identify an individual ("Designated Representative") authorized to act on its behalf with respect to the Project. The Client or its Designated Representative shall render decisions and approve Consultant's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of Consultant's services and Project schedule.

**ACCESS TO SITE:** Unless otherwise stated, Consultant will have access to the site for activities necessary for the performance of the services. The Consultant will take precautions to minimize damage due to these activities, but the cost of restoration of any resulting damage has not been included in the fee.

**CLIENT PROVIDED SERVICES AND INFORMATION:** Client has the right to retain its own consultants and contractors ("Client's Consultants") to perform services on the Project. In addition, Client shall furnish the services of design professionals other than those designated as the responsibility of Consultant in this Agreement or authorize Consultant to furnish them as an Additional Service, when Consultant requests such services and demonstrates that they are reasonably required by the scope of the Project.

Consultant shall be entitled to rely on the accuracy, completeness, and timeliness of services and information furnished by Client, its Designated Representative, and Client's Consultants. Consultants shall have no responsibility for the technical content of Client's, its Designated Representative's, and Client's Consultants' services and information but shall provide prompt written notice to Client if Consultant becomes aware of any error, omission, or inconsistency in such services or information.

**CONSTRUCTION CONTRACTS & RESPONSIBILITIES:** When applicable to the scope of the Project, Client shall retain a qualified contractor, licensed in the jurisdiction of the Project ("Contractor"), to implement the construction of the Project ("Work") utilizing a construction contract based on General Conditions of the Contract for Construction. In the construction contract, Client shall require Contractor to: (1) obtain Commercial General Liability Insurance and name Client, Consultant, and Consultant's employees and subconsultants as additional insureds of that policy; and (2) indemnify and hold harmless Client, Consultant, and Consultant's employees and subconsultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorneys' fees and economic or consequential damages, arising in whole or in part out of any negligent act or omission of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them.

Client understands and acknowledges that (1) Consultant has no control over, charge of, or responsibility for construction activities or jobsite safety on the Project; (2) Contractor shall coordinate, supervise, and direct all portions of the Work and shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, jobsite safety, and security; and (3) Consultant shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents.

**CLIENT'S REDUCTION OF SCOPE OF SERVICES:** If Client elects to terminate, modify, or reduce any portion of Consultant's Services under this Agreement, Client shall indemnify and hold Consultant and its subconsultants harmless from and against damages, losses, and judgments arising from claims by Client or any third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, related to the services or activities Consultant did not provide or in which Consultant did not participate.

### General Provisions

**LIMITATION OF DAMAGES:** The Services covered by this Agreement are of a preliminary or limited nature; therefore, neither Consultant, Consultant's subconsultants (if any), nor their agents or employees shall be jointly, severally, or individually liable to Client in excess of compensation to be paid pursuant to the Agreement, by reason of any act or omission, in tort or contract, including breach of contract, breach of warranty, or negligence.

**OWNERSHIP OF DOCUMENTS:** All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultants shall retain ownership and property interest therein, including all copyrights. Upon payment in full for services rendered, Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of construction, occupying, or maintaining the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, or use of documents after termination, shall be at Client's sole risk, and Client agrees to indemnify, defend, and hold Consultant harmless from all claims, damages, and expense, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

**USE OF CONSULTANT-PROVIDED INFORMATION:** The information provided by Consultant is intended for the exclusive use of Client for the Scope of Services defined herein and is not to be transmitted for the use of any other party nor used for any other project. Client agrees to defend, indemnify, and hold Consultant harmless from any claims, costs, and expenses, including attorneys' fees and costs of litigation, which result from any unauthorized or unintended use of Consultant-provided information, or transmission by Client to others of the information resulting from Consultant's Scope of Services.

**MUTUAL INDEMNIFICATION:** The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages or liabilities, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages or liabilities, to the extent caused by the Client's negligent acts, errors or omissions in

connection with the Project as well as the acts, errors or omissions of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties expressly agree that both the Consultant and Client has no duty to defend the other from and against any claims, causes of action, or proceedings of any kind.

**MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES:** Consult and Client waive consequential damages (such as lost profits, lost revenue, loss of use, loss of financing, and loss of reputation) for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages whether arising in contract, warranty, tort (including negligence), strict liability, or equity, or that might arise out of the parties' indemnification obligation.

**DISPUTE RESOLUTION:** Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to a session as a condition precedent to mediation.

Client and Consultant shall endeavor to resolve claims, disputes, and other matters in question during the meet-and-confer session. The meet-and-confer session shall be attended by Client and Consultant or their authorized representatives who shall have the authority to bind the parties. The meet-and-confer session shall take place within thirty (30) days after unless the parties mutually agree otherwise. Prior to the meet-and-confer session, the parties shall exchange relevant information that will assist in resolving the claim, dispute or controversy.

If the parties reach a mutually acceptable resolution, they shall prepare appropriate documentation memorializing the resolution. If the parties cannot reach a mutually acceptable resolution, they shall proceed to non-binding mediation as a condition precedent to binding dispute resolution. If the parties do not resolve a dispute through mediation, The method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

**HAZARDOUS MATERIALS:** Consultant shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of persons to hazardous materials or toxic substances in any form located on the Project site. If hazardous materials are present, Client shall be responsible to remove them from the Project site in the manner that will not adversely affect the health of any person and comply with applicable governmental laws and regulations. Client shall indemnify and hold Consultant harmless from any liability, loss, damage, or expense arising out of or with respect to the presence of hazardous materials on the Project site. The presence or discovery of any hazardous or toxic substance on the site shall be cause for extension of the schedule of Consultant's services and equitable adjustment of fees for Consultant as mutually agreed by the parties.

**EXISTING CONDITIONS:** Documents prepared by Consultant will be prepared based upon reasonable assumptions derived from existing information provided by Client and from observations of the existing conditions by Consultant without the benefit of field measurements and invasive investigation made undesirable by expense and inconvenience to Client. It is understood and agreed that unforeseen conditions uncovered during the progress of the Work may require changes in the Work resulting in additional cost and delay for which Client shall maintain sufficient contingency. Services required by such changes shall be provided as additional services per this Agreement.

**DISCLAIMER OF THIRD-PARTY RELIANCE:** Nothing contained in the Agreement shall create a contractual relationship or a cause of action in favor of a third party against either the Client or Consultant.

**GOVERNING LAW:** This Agreement for Professional Services shall be governed by, and performed in compliance with the laws of the state where the Project is located. Any mediation or litigation will reside in Nebraska.

**ASSIGNMENT:** Client and Consultant, respectively, bind themselves, their partners, successors, assigns and legal representatives to the Agreement. Neither Client nor Consultant shall assign the Agreement without the written consent of the other, except that Client may assign this Agreement to a lender providing financing for the Project, provided that all monies owed Consultant are paid prior to the date of assignment.

**PROJECT SCHEDULE:** In the event Consultant is hindered, delayed, or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including but not limited to delays due to power or data system outages, acts of nature, public health emergencies including but not limited to infectious disease outbreaks and pandemics, governmental orders or direct failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely or approve or review Consultant's services or design documents, or delays caused by faulty performance by Client consultants, the time for completion of Consultant's services shall be extended by the period of resulting delay equitably adjusted. Client agrees that Consultant shall not be responsible for damages, nor shall the Consultant be deemed in violation of this Agreement due to such delays.

**BILLING/PAYMENTS:** Invoices for the Consultant's services shall be submitted, at the Consultant's option, either between completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, the Consultant may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers (if any) shall be credited on the final invoice. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all an account remains unpaid 90 days after the billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

**SUSPENSION AND TERMINATION:** In the event of suspension of Services, as outlined above or for any other reason beyond Consultant's control, Consultant will have no liability to Client for delay or damage resulting from such suspension. Prior to resuming Services, Consultant shall be paid all fees earned prior to suspension together with all reimbursable expenses then due, along with any costs and expenses, including attorneys' fees, incurred collecting delinquent payments. In addition, Consultant's fees for remaining Services and associated time schedules will also be equitably adjusted.

The Agreement may be terminated for cause after a ten (10) day cure period by either party or for convenience with written notice by Client. Upon termination, all invoices presented by Consultant for Services provided, including reimbursable expenses then due and any costs incurred in pursuit of delinquent payments, shall become immediately due and payable. In the event of termination for convenience, Client shall pay to Consultant a termination fee of ten percent (10%) of fees not yet earned.

#### **MISCELLANEOUS REQUESTS**

In the event Consultant is requested by Client to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which Consultant is not a party, Client shall reimbursement Consultant for reasonable costs incurred in responding and compensate Consultant at its then standard rates for reasonable time incurred in gathering information and documentation and attending depositions, hearings, and trial.



# Quote

Date: February 27, 2025

Expiration Date: March 27, 2025

Salesperson	Job	Payment Terms	Due Date
Andrew Sorensen	Alma – Library Skylight Replacement	Due on receipt	Net 30

**Proposal Includes Materials, Labor and Equipment to perform the following:**

- Remove and dispose of existing skylight.
- Provide and install 8'x8' pyramid skylight with laminated insulated glass.

**Total:**

**\$29,964**

Quotation Prepared by: Andrew Sorensen Andrew Sorensen

This is a quotation on the goods named, subject to the conditions noted below:

To accept this quotation, sign here and return: \_\_\_\_\_

Print: \_\_\_\_\_

***Thank you for your business!***

Sorensen Group 1400 W. 22<sup>nd</sup> St. Kearney, NE 68845 Phone 308-237-1475 Fax 308-236-8083

[Sorensen@SorensenGroup.com](mailto:Sorensen@SorensenGroup.com)

ORDINANCE NO. 3-2025

AN ORDINANCE OF THE CITY OF ALMA, NEBRASKA TO AMEND CHAPTER 51 OF CITY CODE REGARDING GARBAGE DISPOSAL AND CITY TRASH SERVICES; TO REPEAL ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; AND TO DECLARE AN EFFECTIVE DATE.

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

SECTION 1.        The City of Alma, Nebraska has amended its code consistent with and according to the following, which shall replace Chapter 51 of City Code in its entirety.

SECTION 2.        This Ordinance shall take effect and be in full force from and after its passage, approval, and publication as required by law.

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2025.

CITY OF ALMA, NEBRASKA

By: \_\_\_\_\_  
Hal Haeker, Mayor

(Seal)

ATTEST:

\_\_\_\_\_  
Janet Dietz, City Clerk

## **CHAPTER 51: SOLID WASTE; GARBAGE DISPOSAL**

- § 51.01        DEFINITIONS.**
- § 51.02        CITY AUTHORITY TO CONTRACT SERVICE.**
- § 51.03        COLLECTION EQUIPMENT REQUIRED.**
- § 51.04        LICENSED FACILITIES.**
- § 51.05        PRIVATE COLLECTION SERVICES PROHIBITED.**
- § 51.06        MANDATORY SERVICE FOR NON-HAZARDOUS SOLID WASTE.**
- § 51.07        DISPOSAL OF HAZARDOUS WASTE, DEAD ANIMALS,  
OR ITEMS REQUIRING SPECIAL HANDLING.**
- § 51.08        HAZARDOUS WASTE AND ITEMS REQUIRING SPECIAL  
HANDLING.**
- § 51.09        PROPER RECEPTACLE REQUIRED.**
- § 51.10        RECEPTACLE CARE AND MAINTENANCE.**
- § 51.11        SINGLE PREMISES.**
- § 51.12        YARD WASTE, GENERALLY.**
- § 51.13        MANNER AND FREQUENCY OF COLLECTION.**
- § 51.14        BURNING PROHIBITED.**
- § 51.15        BILLS.**
- § 51.16        LIEN.**
- § 51.17        RATES.**
- § 51.99        PENALTY.**

### **§ 51.01 DEFINITIONS.**

For the purposes of this chapter, the following definitions apply unless the context clearly indicates or requires a different meaning:

***HAZARDOUS WASTE.*** A solid or liquid waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause or significantly contribute to an increase in mortality, serious illness or incapacity, or which may pose a hazard to human or animal health or the environment when improperly stored, treated, transported, or disposed of.

***NON-HAZARDOUS SOLID WASTE.*** All garbage, trash, rubbish, or refuse commonly generated by residential, commercial, institutional, or governmental activities and which otherwise does not fall under the definition of hazardous set forth above.

***YARD WASTE.*** Grass clippings, branches, leaves, tree limbs, weeds, brush, or other cut vegetation.



**TOTER.** Movable trash receptacle on wheels, not to exceed 100 gallons.

**BIN.** Stationary trash receptacle, exceeding 100 gallons.

**§ 51.02 CITY AUTHORITY TO CONTRACT SERVICE.**

- (A) The city may manage its own service OR contract with a third-party servicer for providing regular and routine solid waste collection and disposal service.
- (B) The city may also choose to manage its own service or contract with a third-party servicer for special collection and disposal of dead animals, hazardous waste, recyclable material, items requiring special handling, or yard waste, at the election of the Mayor and Council.
- (C) Such third-party servicer may be selected by competitive bidding and the length of such contract shall be determined by the Mayor and Council, not to exceed five years.
- (D) Any such third-party servicer shall enter into a written agreement with the city, which agreement shall provide for the extent and nature of the service(s) provided, rate(s) to be charged, and such other terms as may be required by the Mayor and Council.
- (E) The third-party servicer shall be responsible for selection of a licensed disposal facility in which to dispose of any garbage, dead animals, hazardous waste, recyclable material, trash, solid waste, or yard waste collected and for any contract for disposal service in such facility.
- (F) Complaints regarding the violation of the terms of a third-party servicer shall be directed to the contractor by the city in writing and the contractor shall have 30 days within which to correct said violations. If violations are not corrected, then the City Council may vote to revoke said contract at a regular or special City Council meeting that contractor has been given notice of by certified mail at least seven days prior to such meeting. Revocation of said contract shall be deemed effective by sending such notice to the contractor, by certified mail, stating the date that service is to be terminated, after the City Council has voted for revocation.

(1993 Code, § 4-310) (Ord. 10-04-05-1, passed 10-4-2005)

**§ 51.03 COLLECTION EQUIPMENT REQUIRED.**

Solid waste of any kind shall be collected only in vehicles equipped with a trash bed constructed of substantial metal material and such bed shall be completely enclosed. The body and bed of any vehicle used in the collection or transportation of solid waste shall be maintained in a clean and odor-free condition. Before any person, firm, or corporation may engage in the business of collecting, hauling, or transporting solid waste within the city, they shall demonstrate to the Mayor and Council that they currently own or have made proper provision for all required equipment.

(1993 Code, § 4-309) Penalty, see § 51.99

**§ 51.04 LICENSED FACILITIES.**

All non-hazardous solid waste collected within the city shall be disposed of only in a licensed solid waste facility. Any hazardous waste shall be disposed of only in the manner provided by state or federal laws and regulations.

(1993 Code, § 4-311) Penalty, see § 51.99

**§ 51.05 PRIVATE COLLECTION SERVICES PROHIBITED.**

No person, firm, or corporation who is not under contract with the city shall collect or dispose of solid waste within the city limits, except for yard waste, grass clippings, tree branches, or recyclable materials. It shall be unlawful and an offense for any person, firm, or corporation in the city or its

zoning area to conduct or operate any type of dump or waste disposal system for the use of themselves or other persons. Each day of operation or conduct of such waste disposal system, transfer site, or other means of disposing garbage within the city shall constitute a separate violation by said person, firm, or corporation punishable by a fine of \$500 for each violation where a new violation shall be deemed to have been committed every 24 hours of such unlawful conduct.

(1993 Code, §§ 4-312, 4-320) Penalty, see § 51.99

#### **§ 51.06 MANDATORY SERVICE FOR NON-HAZARDOUS SOLID WASTE.**

- (A) Every occupied (even if on a temporary basis) residence or commercial, institutional, or governmental building to which city utility service is provided within the municipal limits shall be served by the solid waste collection and disposal service owned or contracted by the city.
- (B) The city may agree to provide solid waste disposal service to persons or entities not located within the municipal limits, but who are served by municipal utility services of any kind or who are within such close distance to the municipal limits as to make such service economical and practical for the city or its third-party garbage hauler.
- (C) All such solid waste collection and disposal services shall be subject to the guidelines, payment, rate, and billing terms as set forth herein and modified from time to time by city personnel and the governing body. The same are kept on record for public inspection at the city office.
- (D) Any person or entity in violation hereof shall be punished in accord with § 51.99.

(1993 Code, § 4-318) (Ord. 02-0210-1, passed 2-2-2010)

#### **§ 51.07 DISPOSAL OF HAZARDOUS WASTE, DEAD ANIMALS, OR ITEMS REQUIRING SPECIAL HANDLING.**

Any person, firm, or corporation within the city who generates, owns, controls, or creates hazardous waste, dead animals, or waste requiring special handling as specified in § 51.08 shall be responsible for the transportation and disposal of the same. If the owner of a dead animal cannot be located within two hours after discovery, then such animal shall be removed by and at the expense of the city. All such handling and disposal shall in all respects comply with state and federal laws and regulations pertaining to the specific type of waste generated.

(1993 Code, §§ 4-305, 4-313) Penalty, see § 51.99

#### **§ 51.08 HAZARDOUS WASTE AND ITEMS REQUIRING SPECIAL HANDLING.**

- (A) The following are hazardous items, items requiring special handling, and/or items which are not permissible waste collectable under the regular and routine city solid waste collection and disposal service:
  - 1. Dead animals;
  - 2. Items which do not fit in the toter, bin, or receptacle provided by the city or its third-party servicer;
  - 3. Mattresses, couches, box springs, or other furniture;
  - 4. Building and demolition materials;
  - 5. Unregulated hazardous wastes, except household wastes which are exempt from the regulations of the Environmental Protection Act;
  - 6. Tires;
  - 7. Paint;
  - 8. Waste oil;
  - 9. Lead-acid batteries; or
  - 10. Household appliances.

- (B) Any such items shall be disposed of only as permitted under the Nebraska Integrated Solid Waste Management Act or any amendments thereof or the manner provided by state or federal laws and regulations.

(1993 Code, § 4-317) Penalty, see § 51.99

#### **§ 51.09 PROPER RECEPTACLE REQUIRED.**

- (A) It shall be unlawful for any person to keep in, on, or about any dwelling, building, or premises, or any other place in the municipal limits, decayed food or animal substance, garbage, waste, or trash of any kind that may be injurious to the public health or offensive to the residents of the municipality unless the same be permissible waste collectable under the city solid waste collection and disposal service AND stored properly. No person may permit garbage, waste, or trash to collect or accumulate and all persons shall remove the same from their property within 24 hours after being notified to do so by law enforcement or the Board of Health.
- (B) The only receptacles used for collection of solid waste by the city or its third-party servicer shall be those totes or bins provided by the city. City personnel will assist each service recipient with selection of a proper receptacle for their location and/or needs.
- (C) Service recipients located in a Residential Zoning District within the municipal limits shall be limited to the use of totes. Stationary bins may only be rented by service recipients in a Residential Zoning District for a specific purpose and on a temporary basis if the proper fee is paid and arrangements are requested with city personnel.
- (D) City personnel shall maintain a record of each specifically marked and identifiable tote or bin to the individual property address it is assigned. Totes and bins shall remain with such property when ownership of such property is transferred. These totes or bins shall have a capacity required by city personnel at the assigned address.
- (E) Garbage, waste, or trash which is not fully contained within the provided totes or bins will not be accepted or picked up through the regular city solid waste collection and disposal service.

(1993 Code, § 4-304) Penalty, see § 51.99

*Statutory reference: Related provisions, see Neb. RS 19-2106*

#### **§ 51.10 RECEPTACLE CARE AND MAINTENANCE**

All waste receptacles must be stored off and away from the public right-of-way unless the tote or bin is being presented for regular and routine service as outlined in § 51.13. General care, maintenance, and security of totes or bins is the responsibility of the service recipient at the tote or bin's assigned address. Service recipients must report abnormal wear and tear, loss, or damage, whether incidental or negligent, of the totes or bins that may affect their safe or sanitary use. Routine wear and tear excepted, repair or replacement of any tote or bin will be at the expense of the service recipient of the city solid waste collection and disposal service at the assigned address and billed at the discretion of city personnel.

#### **§ 51.11 SINGLE PREMISES.**

- (A) No recipient of city solid waste collection and disposal service shall accept from any other person or entity any of such other person's or entity's solid waste to be commingled with and disposed of as a part of the recipient's solid waste, except as set forth in (C) below.
- (B) All solid waste which is to be picked up by the city or its third-party servicer shall be only the solid waste which is generated at that immediate site and shall not include any items left for disposal by any other person or entity.

- (C) Service recipients in C-1 Multi-Use Zoning District *may* utilize a combined toter or bin if arranged with city personnel. City personnel retains discretion within this district to allow for combined toter or bin service if the circumstances so warrant. Each service recipient using a combined toter or bin will be billed at least the minimum commercial rate regardless of each service recipient's actual contribution to or use of the combined toter or bin.

(1993 Code, § 4-316) Penalty, see § 51.99

#### **§ 51.12 YARD WASTE, GENERALLY.**

Yard waste is not permissible waste collectable through the regular and routine city solid waste collection and disposal service. A city tree dump and compost site is provided to municipal residents for disposal of yard waste and is regularly maintained by city personnel. Any toters or bins containing yard waste, whether loose or bagged, will not be collected and must be emptied of all yard waste before regular collection will resume.

#### **§ 51.13 MANNER AND FREQUENCY OF COLLECTION**

- (A) City solid waste collection and disposal service shall be defined as the emptying and collection of waste properly stored within the provided toter or bin, if timely presented for service for regular and routine pickup and so long as its contents otherwise comply with this chapter.
- (B) To present a toter for service, the service recipient shall either:
1. Place the toter facing outward on, but not within or obstructing, the public street right-of-way, avoiding the sidewalk and utility lines, and positioned no less than 5 feet from any other obstruction, by at least by 5:00 a.m. on the designated pickup day for that address; OR
  2. Otherwise make specific arrangements for pickup with the city. Specific arrangements may include assistance to disabled or infirm individuals, collection from a parking lot or alley, collection which requires truck access through or over a private drive, or other exceptions based upon convenience, timeliness, and order of collection as determined by the City Utilities Superintendent. Said specific arrangements may require the service recipient to sign a waiver or otherwise provide certain indemnity to the city before being accommodated.
- (C) To present a bin for service, the service recipient shall have kept the stationary bin in the location it was originally placed by city personnel, ensuring there are no obstructions for the garbage hauler to access the bin on the regular and routine service date.
- (D) At any time, if area parking (whether lawful or unlawful), weather conditions, property conditions, or other obstructions make a toter or bin presented for service unsafe or inaccessible to city personnel for pickup, it is the responsibility and cost of the service recipient to arrange another pickup or retain waste until the next regular and routine service date.
- (E) The frequency of said regular and routine services shall be determined by city personnel.

#### **§ 51.14 BURNING PROHIBITED.**

No person shall burn dead animals, trash, garbage, leaves, brush, yard waste, or other solid waste of any kind out of doors within the city limits.

(1993e, § 4-306) Penalty, see § 51.99

#### **§ 51.15 BILLS.**

- (A) Bills for solid waste collection and disposal service shall be due and payable monthly at the city office. Bills not paid by the fifteenth calendar day of the month shall be deemed to be

delinquent and shall have added to their amount a penalty for late payment of 10%. When a bill is deemed delinquent, the Clerk shall give a written notice to the customer of such delinquency and shall demand payment immediately.

- (B) If the bill is not paid within seven days after notice is sent, it shall be at the discretion of the City Clerk to order termination of service; provided, if the delinquent service recipient is a known welfare recipient, the Clerk shall comply with state law regarding any such service termination. Further, the Clerk shall assess an additional fee set by resolution of the governing body and on file at the office of the Clerk in the event that solid waste collection is interrupted for the nonpayment of the bill, to compensate the municipality for any additional charges to restart service.

(1993 Code, § 4-314)

#### **§ 51.16 LIEN.**

- (A) In addition to all other remedies, if a service recipient shall for any reason remain indebted to the municipality for solid waste collection and disposal service furnished, such amount due, together with any charges in arrears, shall be considered delinquent and are hereby declared to be a lien upon the real estate for which the same was furnished.
- (B) The City Clerk shall notify in writing, all owners of premises or their agents whenever their tenants or lessees are 60 days or more delinquent.
- (C) It shall be the duty of the City Clerk on June 1 of each year to report to the Council a list of all unpaid accounts due for solid waste collection together with a description of the premise for which the same was furnished.
- (D) The report shall be examined, and if approved by the Council, shall be certified to the County Clerk to be collected as a special tax in the manner provided by law.

(1993 Code, § 4-315)

#### **§ 51.17 RATES.**

- (A) *Rates for toters.* The monthly charge for picking up solid waste once per week will be as follows based on the size of toter:

##### **Toters (as of December 23, 2020)**

Residential Toter	\$17.66	Commercial Toter	\$17.66
Residential 2 <sup>nd</sup> Toter	\$9.68	Commercial additional Toters	\$17.66
Residential 3 <sup>rd</sup> Toter	\$17.66		(each)

- (B) *Rates for bins.* The monthly charge for picking up solid waste in bins will be as follows:

##### **Bins (as of December 23, 2020)**

<u>1 Pickup per week</u>		<u>2 Pickups per week</u>	
200 Gal	\$43.71	200 Gal	\$81.59
300 Gal	\$53.45	300 Gal	\$99.91
450 Gal	\$64.50	450 Gal	\$114.21
2-300 Gal	\$78.38	2-300 Gal	\$139.31
2-450 Gal	\$99.93	2-450 Gal	\$177.18
3-450 Gal	\$137.33	3-450 Gal	\$249.94
4-450 Gal	\$178.91	4-450 Gal	\$338.13

(Ord. 2013-20, passed 2-20-2013)

**§ 51.99 PENALTY.**

- (A) In addition to the penalty referenced herein, any person, firm, or corporation within the city which conducts, operates, or uses any type of dump or waste disposal system for themselves or other persons, other than the city's solid waste disposal service shall also be subject to a non-compliance fee of up to \$500 pursuant to the provisions of § 13-2023 of the Integrated Solid Waste Management Act. (1993 Code, § 4-320)
- (B) (1) Any person who shall violate or refuse to comply with the enforcement of any of the provisions of this chapter, set forth at full length herein or incorporated by reference, shall be deemed guilty of an offense and, upon conviction thereof, shall be fined not more than \$500 for each offense, where a new violation shall be deemed to have been committed every 24 hours of such failure to comply. (1993 Code, § 4-501)
- (2) Whenever a nuisance exists as defined in this chapter, the municipality may proceed by a suit in equity to enjoin and abate the same, in the manner provided by law. Whenever, in any action, it is established that a nuisance exists, the court may together with the fine or penalty imposed, enter an order of abatement as a part of the judgment in the case.

***Statutory reference:***

*Related provisions, see Neb. RS 18-1720, 18-1722*