

# Council Meetings

## May 16, 2023 Council Meeting

### Agenda Material

#### Agenda

<b>Agenda</b> .....	<b>3</b>
<b>Item A. Nominations to Fill Council Vacancy, Oath of Office, and Reorganization of the City Council</b>	
<b>Item A - Oath</b> .....	<b>5</b>
<b>Item B. Consent Calendar</b>	
<b>Consent Calendar</b> .....	<b>6</b>
<b>CC Item - Minutes</b> .....	<b>7</b>
<b>CC Item - Council Proceedings</b> .....	<b>14</b>
<b>CC Item - Payroll</b> .....	<b>15</b>
<b>CC Item - Claims</b> .....	<b>16</b>
<b>CC Item - AVFD Roster Update</b> .....	<b>41</b>
<b>CC Item - Res. No 23-32 - Narrative</b> .....	<b>42</b>
<b>CC Item - Res. No. 23-32 1 &amp; 6 Year Street Plan</b> .....	<b>44</b>
<b>CC Item - Res. No. 23-33 - Narrative</b> .....	<b>54</b>
<b>CC Item - Mobius Easement Agreement</b> .....	<b>56</b>
<b>CC Item - Mobius A</b> .....	<b>60</b>
<b>CC Item - Mobius B</b> .....	<b>63</b>
<b>CC Item - Res. No. 23-34 - Phone Bid - Narrative</b> .....	<b>66</b>
<b>CC Item - 23-35 Classification Plan</b> .....	<b>69</b>
<b>Item C. Proclamation for National Police Week</b>	
<b>Item C - Proclamation</b> .....	<b>72</b>
<b>Item D. Ordinance No. 2955 Rezone of Municipal Building and Fire Hall - Third Reading</b>	
<b>Item D - ORD. 2955</b> .....	<b>73</b>
<b>Item D - ORD. 2955 - Staff Report</b> .....	<b>76</b>
<b>Item E. Ordinance No. 2956 Firework Discharge - Public Hearing and Second Reading</b>	
<b>Item E - ORD. 2956 - Fireworks</b> .....	<b>84</b>
<b>Item F. Resolution 23-36 - Purchase of Portable Litter Nets for Landfill and Budget</b>	

**Adjustment**

**Item F - Res. 23-36 - Narrative ..... 88**  
**Item F - Litter fence quotes ..... 90**

**Item G. Resolution 23-37 - Purchase of Water Meter AMR/AMI radios**

**Item G - Res. No. 23-37 - Narrative ..... 93**  
**Item G - FlexNet SmartPoint 510M Non-Pit Set Data Sheet (1) ..... 96**  
**Item G - Agreement ..... 98**

**Item H. Resolution 23-38 - Interim Inter-Departmental Loan**

**Item H - Res. No. 23-37 - Narrative ..... 128**

**Item I. Resolution No. 23-39 - Golf Course Purchase from Airport**

**Item I - Res. No. 23-39 - Narrative ..... 130**  
**Item I - Old Res. 22-96 - Golf Course Land Release from Airport - Scanned ..... 132**  
**Item I - Appraisal-Sky View Golf Course ..... 133**  
**Item I - Alliance Pasture Appraisal 6.30.22 (1) ..... 232**

**Item J. Resolution 23-40 - Electric Loan Payments and Modification**

**Item J - Res. 23-40 - Loan Payment and Modificatin ..... 330**

**Item K. Board Resignation**

**Item K - Resignation ..... 332**

**Item L. Second Quarter Financial Statement Presentation**

**Item L - Quarterly Report ..... 333**



Building the Best Hometown in America®

ALLIANCE, NEBRASKA  
CITY COUNCIL MEETING  
Alliance Learning Center  
1750 Sweetwater Avenue  
May 16, 2023 – 7:00 p.m.  
AGENDA

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

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

**A. Fill Council Vacancy/ Oath of Office & Reorganization of City Council Oath of Office**

The Vice-Mayor will nominate a candidate for the vacancy on the City Council to serve the term, ending November 2024. The reorganization meeting of the City Council will begin with the City Clerk administering the Oath of Office to the newly elected Council Member. The Clerk will then call the roll. The City Clerk will conduct the election of the President of the Council (ex-officio Mayor) for which ballots have been included. The newly elected Mayor will then conduct the election of the Vice Mayor and proceed with the meeting.

**B. Consent Calendar**

Approval of Minutes, Council Proceedings, Payroll and Claims  
Approval of AVFD Roster update  
Resolution 23-32 - 1 & 6 Year Street Improvement Plan  
Resolution 23-33 – Mobius Easement at Municipal Airport  
Resolution 23-34 – Phone Bid Acceptance  
Resolution 23-35 – Pay Classification Schedule Update

**C. Proclamation - National Police Week**

**D. Ordinance No. 2955– Rezone of Municipal Building and Fire Hall**

Ordinance 2955 is before Council on final reading, which will rezone Lots 1-3 and 16-18, Block 17, Original Town of Alliance, Box Butte County, Nebraska, addressed 324 Laramie Avenue and 315 Cheyenne Ave. The proposed rezone of said described land is from C-O (Commercial Office) District to C-2 (Central Business) District.

**E. Public Hearing Ordinance No. 2956 – Municipal Code Amendments for Firework**

Now is the date, time and place to conduct a Public Hearing for an amendment to the City of Alliance Municipal Code Section 22-175 and 22-177 for the dates and times that fireworks may be legally sold and discharged.

**Ordinance No. 2956 – Municipal Code Amendments for Firework**

Ordinance No. 2956 is before Council on second reading and will amend Sections 22-175 and 22-177 of the Alliance Municipal Code in regards to the dates and times fireworks may be legally sold and discharged.

**City of Alliance Goals**

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

**F. Resolution No. 23-36 – Portable Litter Net Purchase**

Resolution No. 23-36 will authorize the purchase of portable litter nets from Coastal Netting Systems for the Landfill, which will reduce blowing debris leaving the confines of the landfill property.

**G. Resolution No. 23-37 – Water Meter Purchase**

Resolution No. 23-37 which will authorize the purchase of automatic meter reading/ advanced metering infrastructure (AMR/AMI) system from Core and Main. The AMR/AMI system is compatible with our existing meters, software, and billing workflow.

**H. Resolution No. 23-38 – Interim Inter-Departmental Loan**

Resolution No. 23-38 will authorize an inter-department loan from the Electric Fund Reserves to the General Fund at a rate of 4.25%, in the total amount of \$2,300,000.00. The loan amount anticipates the current Library HVAC project and the proposed purchase of the Golf Course property.

**I. Resolution No. 23-39 - Golf Course Purchase from Airport**

Resolution No. 23-39 will authorize the purchase of the Golf Course from the Alliance Municipal Airport for the purpose of Satisfying FAA Requirements.

**J. Resolution 23-40 – Electric Loan Payments and Modifications**

Resolution No. 23-40 will authorize an extension of the remaining balance of the inter-department loans until September 30, 2023, and establish a new rate of 4.25%.

**K. Board Resignation**

Accept the resignation of Donna Giger from the Alliance Planning Commission.

**L. Second Quarter Financial Statement Presentation**

▪ **Motion to Adjourn**

Respectfully submitted,



Shelbi C. Pitt  
Interim City Clerk

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

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

**City of Alliance Goals**

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

OFFICIAL OATH

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

I, \_\_\_\_\_, do solemnly swear that I will support and defend 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, without any mental reservation or for purpose of evasion; and that I will faithfully and impartially perform the duties of City Council Member, of the City of Alliance, Nebraska, 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.

Dated this 16<sup>th</sup> day of May, 2023.

\_\_\_\_\_  
City Council Member

ATTEST: \_\_\_\_\_  
Shelbi C. Pitt  
City Clerk

Subscribed and sworn to before me  
this 16<sup>th</sup> day of May, 2023.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

## CONSENT CALENDAR – May 16, 2023

1. Approval: Minutes of the Regular Meeting, May 2, 2023.
2. Approval: Payroll from May 5, 2023 in the total amount of \$367,498.84.
3. Approval: Claims against the following funds: General, General Debt Service, Trust and Agency, Street, Electric, Refuse Collection and Disposal, Sanitary Sewer, Water, Golf Course, Downtown Improvement Districts, R.S.V.P., Keno, and Capital Improvement; \$646,236.80.
4. Approval: AVFD Roster update.
5. Approval: Resolution No. 23-32 will approve the adoption of the 2023 One & Six Year Plan for Roadway Maintenance.
6. Approval: Resolution No. 23-33 will approve the easement agreement between the City of Alliance and Mobius Communication Company.
7. Approval: Resolution 23-34 will approve the purchase of a premise based phone system in the total amount of \$49,420.00 from BTS of North Platte.
8. Approval: Resolution 23-35 will approve the update to the Classification Plan.

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

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

May 02, 2023

**ALLIANCE CITY COUNCIL**

REGULAR MEETING, TUESDAY, MAY 02, 2023

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

The Alliance City Council met in a Regular Meeting, May 02, 2023 at 7:00 p.m. in the Alliance Learning Center Community Meeting Room, 1750 Sweetwater Avenue. A notice of meeting was published in the Alliance Times Herald on April 26, 2023. The notice stated the date, hour and place of the meeting, that the meeting was open to the public, and that an agenda of the meeting, kept continuously current, was available for public inspection at the office of the City Clerk in City Hall; provided the Council could modify the agenda at the meeting if it determined an emergency so required. A similar notice, together with a copy of the agenda, also had been provided to each of the City Council Members. An agenda, kept continuously current, was available for public inspection at the office of the City Clerk during regular business hours from the publication of the notice to the time of the meeting.

Vice Mayor Mischnick opened the May 02, 2023 regular meeting of the Alliance, Nebraska City Council at 7:00 p.m. Present were Vice Mayor Mischnick and Council Members McGhehey, Andersen, and Mashburn. Also present were City Manager Sorensen, City Attorney Hoelsing, City Treasurer Baker and City Clerk Shelbi Pitt.

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

**CONSENT CALENDAR – May 02, 2023**

1. Approval: Minutes of the Regular Meeting, April 18, 2023.
2. Approval: Payroll from April 21, 2023 in the amount of \$253,702.02, and April 25, 2023 in the amount of \$852.38, in the total amount of \$254,554.40.
3. Approval: Claims against the following funds: General, General Debt Service, Trust and Agency, Street, Electric, Refuse Collection and Disposal, Sanitary Sewer, Water, Golf Course, Downtown Improvement Districts, R.S.V.P., Keno, and Capital Improvement; \$505,163.04.
4. Approval: AVFD Roster update.

May 02, 2023

## **GORDON HOFF DAY**

in the City of Alliance, Nebraska, and we urge all citizens to join me in honoring Gordon Hoff by expressing appreciation for his dedication to helping 'Build the Best Hometown in America'.

Councilman Mashburn read the following proclamation:

### **PROCLAMATION**

WHEREAS; Americans are served every single day by public servants at the federal, state, county and local levels. These unsung heroes do the work that keeps our nation and community functioning. At all levels of government, our public servants put our country and our people first; and

WHEREAS; The women and men who work for our government tackle some of the most important challenges and opportunities facing our community, country and the global community; and

WHEREAS; Public employees are hired to not only fill a job, but take oaths that they will do it the best they are able; and

WHEREAS; Many public servants, including police officers, firefighters and military personnel, risk their lives each day in service to the public and others commit countless hours to provide basic and leisure services to citizens improving their quality of life and the community; and

WHEREAS; Public servants include accountants and street workers... landfill operators and elected officials . . . librarians and safety inspectors . . . utility and parks workers and countless other occupations. Day in and day out they provide the diverse services needed by the neighbors of Alliance with efficiency and integrity; and

WHEREAS; These public servants, at every level, provide continuity that would be impossible without them in a democracy and ensures that the quality of life in America, and the City of Alliance, is the best it can be. These public employees are the ones who, with the help and support of every neighbor, work every day to promote our community vision; "Building the Best Hometown in America."

NOW, THEREFORE, the City Council of Alliance, Nebraska, does announce and proclaim to all citizens the week of May 7-13, 2023, as

### **PUBLIC SERVICE RECOGNITION WEEK**

And encourages all citizens to recognize the accomplishments and contributions of government employees at all levels — city, county, state and federal and requests that you show your support by thanking them when you interact with them this week.

May 02, 2023

Vice-Mayor Mischnick read the following proclamation:

**PROCLAMATION**

WHEREAS, Civic prayers and national days of prayer have a long and venerable history in our constitutional republic, dating back to the First Continental Congress in 1775; and

WHEREAS, The Declaration of Independence, our first statement as Americans of national purpose and identity, made laws the foundation of our United States of America and asserted that people have inalienable rights that are God-given; and

WHEREAS, The Supreme Court has affirmed the right of state legislatures to open their sessions with prayer and the Supreme Court and the United States Congress, themselves, begin each day with prayer; and

WHEREAS, In 1988, legislation setting aside the first Thursday in May in each year as a National Day of Prayer was passed unanimously by both Houses of Congress and signed by President Ronald Reagan; and

WHEREAS, The National Day of Prayer is an opportunity for Americans to join in united prayer to acknowledge our dependence on God, to give thanks for blessings received, to request healing for wounds endured, and to ask God to guide our leaders and bring wholeness to the United States and her citizens; and

WHEREAS, It is fitting and proper to give thanks to God by observing a day of prayer in Nebraska when all may acknowledge our blessings and express gratitude for them, while recognizing the need for strengthening religious and moral values in our state and nation.

NOW, THEREFORE, On behalf of the Alliance City Council, I do hereby proclaim the 4th day of May, 2023, as a

**NATIONAL DAY OF PRAYER**

in Alliance, Nebraska, and I do hereby urge all citizens to take due note of the observance.

IN WITNESS WHEREOF, I have hereunto set my hand, and cause the Great Seal of the City of Alliance to be affixed this 2nd day of May, in the year of our Lord Two Thousand Twenty-Three.

- Next, Ordinance No. 2955 is before Council on the second reading which will Rezone Lots 1-3 and Lots 16-18, Block 17, Original Town of Alliance, Box Butte County, Nebraska, addressed 324 Laramie Avenue and 315 Cheyenne Avenue. The proposed rezone of said described land is from C-O (Commercial Office) District to C-2 (Central Business) District. The following information was provided:

May 02, 2023

5. The proposed rezone is adjacent to existing C-2 zoning and it would eliminate the current spot zone of C-0.
6. City utilities are already available in this location.  
One finding of fact not to recommend was that the proposed 0' setback would be inconsistent with the setbacks required in the adjacent residential zoning.

Options:

Leave the zoning the same and:

1. The current buildings remain nonconforming because they are in the setbacks required by the C-0 zoning.
2. The City cannot add on to the building without meeting its own code because of the setbacks in the C-0 zoning.
3. The spot zone of C-0 amongst the C-2 zoning remains.
4. The setbacks would remain the same as those of the adjacent residential district.

Change the zoning to a district other than C-2 or C-0 which would not accomplish any of the stated goals.

Change the zoning to C-2 for the reasons the Planning Commission made in the findings of fact.

**STAFF RECOMMENDATION: THE CITY COUNCIL APPROVE THE ORDINANCE REZONING LOTS 1-3 AND 16-18, BLOCK 17, ORIGINAL TOWN OF ALLIANCE, NEBRASKA, FROM C-0, COMMERCIAL OFFICE TO C-2, CENTRAL BUSINESS DISTRICT COMMERCIAL.]**

A motion was made by Councilman McGhehey, seconded by Councilman Andersen to approve the second reading Ordinance No. 2955. City Clerk Pitt read the ordinance by title which follows in its entirety:

**ORDINANCE NO. 2955**

**AN ORDINANCE OF THE CITY OF ALLIANCE, NEBRASKA, AMENDING THE DISTRICT ZONING MAP TO SHOW THAT LOTS 1-3 AND LOTS 16-18, BLOCK 17, ORIGINAL TOWN OF THE CITY OF ALLIANCE, BOX BUTTE COUNTY, NEBRASKA IS NOW INCLUDED AS A C-2 -- CENTRAL BUSINESS DISTRICT FROM A C-O -- COMMERCIAL OFFICE DISTRICT, REPEALING PRIOR SECTIONS, AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**SECTION 1. The Zoning District Map, as set forth and adopted pursuant to section 109-22 of the Alliance Municipal Code, is amended to show the following lots are included in a C-2 – Central Business District from a C-O – Commercial Office District:**

May 02, 2023

Councilman Mashburn expressed that there were concerns of Councilmembers having connections with the firework vendors, which was addressed by all Councilmembers that there are no connections with any of the vendors.

Councilman Mashburn stated the 4<sup>th</sup> of July is once a year and is a celebration that brings families together and to spend time together.

Councilman Andersen expressed concern how the number of days that fireworks are sold and discharged has divided our community. Encouraging Citizens to come forward to express their input on this matter, and allow this to be a positive change and bring the Community together.

A motion was made by Councilman Mischnick, seconded by Councilman Mashburn to approve Ordinance No. 2956 on first reading. City Clerk Pitt read the ordinance by title which follows in its entirety:

ORDINANCE NO. 2956

AN ORDINANCE AMENDING SECTIONS 22-175 AND 22-177 OF THE ALLIANCE MUNICIPAL CODE TO AMEND DATES AND TIMES WHEREIN FIREWORKS MAY BE LEGALLY DISCHARGED; REPEALING EXISTING ORDINANCES, RESOLUTIONS, POLICIES, OR PORTIONS THEREOF NOT CONSISTENT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. The City Code, at Section 22-175. – Prohibited, nonapplicability, is hereby amended as follows:

“Sec. 22-175. - Prohibited; nonapplicability.

- (a) It shall be unlawful for any person to manufacture, display, sell, offer for sale, give away, use, start, discharge or explode, or cause to be manufactured, displayed, sold, offered for sale, given away, used, started, discharged, or exploded, any firework.
- (b) The provisions of the immediately preceding subsection shall not apply to:
  - (1) Non-wire sparklers, toy pistols or toy pistol caps;
  - (2) The possession of pyrotechnics which are in transportation to points outside the city;
  - (3) The possession or transportation of such pyrotechnics held by wholesale dealers for sale and shipment in unbroken packages to points or places outside the city;
  - (4) The sale, storage, or use of railroad track torpedoes or other signaling devices used by railroads;
  - (5) The sale, storage or use of flashlight compositions by photographers or dealers in photographic supplies;

May 02, 2023

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2023.

Roll call vote with the following results:

Voting Aye: Mischnick, McGhehey, Andersen and Mashburn.

Voting Nay: None.

Motion carried.

- The following item, Resolution No. 23-30 will appoint a City Clerk to the City of Alliance effective May 2, 2023.

A motion was made by Councilman Mashburn, seconded by Vice-Mayor Mischnick to approve Resolution No. 23-30 which follows in its entirety:

RESOLUTION NO. 23-30

WHEREAS, The City Council of Alliance, Nebraska, desires to appoint Shelbi C. Pitt, as City Clerk; and

WHEREAS, City Council has offered the appointment of City Clerk to Shelbi C Pitt; under terms and conditions acceptable to the Alliance City Council; and

NOW, THEREFORE, BE IT RESOLVED, by the Vice Mayor and City Council of Alliance, Nebraska, that Shelbi C. Pitt, shall be appointed as and shall serve as the City Clerk for the City of Alliance, Nebraska, effective May 02, 2023.

PASSED AND APPROVED this 2nd day of May, 2023.

Roll call vote with the following results:

Voting Aye: Mischnick, McGhehey, Andersen and Mashburn.

Voting Nay: None.

Motion carried.

- The next item on Council's agenda was Resolution No. 23-31 which will authorize the City to enter into a new Lease Agreement with Denver Air Connection for a term of June 1, 2023 to May 31, 2025. The following information was provided:

[The Department of Transportation selected Denver Air Connection to provide Essential Air Service in Alliance for a two-year period. This resolution will approve a lease agreement between The City of Alliance and Denver Air Connection. The lease states that Denver Air Connection will pay the City an amount of \$813 per month. In return, the City agrees to provide 752 square feet

May 02, 2023

Roll call vote with the following results:

Voting Aye: Mischnick, McGhehey, Andersen and Mashburn.

Voting Nay: None.

Motion carried.

The closed session began at 7:25 p.m. and ended at 8:25 p.m.

There being no further business before Council, Vice Mayor Mischnick adjourned the meeting at 8:26 p.m.

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Brian Mischnick, Vice-Mayor

(SEAL)

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Shelbi C Pitt, City Clerk

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

## COUNCIL PROCEEDINGS

The Alliance, Nebraska City Council met in a Regular Meeting on Tuesday, May 02, 2023 at 7:00 p.m. Present were Council Members Mischnick, McGhehey, Andersen and Mashburn.

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

1. Approved the Consent Calendar. Ayes: All. Motion carried.
2. Proclaimed May 6, 2023 as Gordon Hoff Day, May 7-13, 2023 Public Service Recognition Week, April 30 – May 6, 2023 Professional Municipal Clerk’s Week, and May 4, 2023 as National Day of Prayer.
3. Approved second reading of Ordinance No. 2955 for the rezone Lots 1-3 and 16-18, Block 17, Original Town to the City of Alliance, from C-O (Commercial Office) District to C-2 (Central Business) District. Ayes: All. Motion carried.
4. Approved first reading of Ordinance No. 2956 to amend Sections 22-175 and 22-177 of the Alliance Municipal Code in regards to the dates and times fireworks may be legally sold and discharged. Ayes: All. Motion carried.
5. Approved Resolution 23-30 which appoints Shelbi Pitt as the City Clerk for the City of Alliance. Ayes: All. Motion carried.
6. Approved Resolution No. 23-31 which will authorize the City to enter into a new Lease Agreement with Denver Air Connection for a term of June 1, 2023 to May 31, 2025. Ayes: All. Motion carried.
7. Closed Session for the discussion and consideration of possible negotiations for a Real Estate purchase and possible Real Estate Sale. No Action Taken.

Meeting adjourned at 8:25 p.m.

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Brian Mischnick, Vice-Mayor

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Shelbi C Pitt, City Clerk

(SEAL)

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

PAYROLL COSTS TO BE REPORTED TO COUNCIL

PAY DATE: **5/5/2023**

**GROSS PAYROLL**

\$ 237,597.84

(GET FROM SINGLE LINE SUMMARY REPORT)

EMPLOYER COSTS

(GET FROM BENEFITS REGISTER REPORT)

FICA	\$ 12,778.84	
MEDICARE	\$ 3,201.33	
POLICE PENSION - PRINCIPAL	\$ 3,005.05	
FIRE PENSION - PRINCIPAL	\$ 1,997.86	
GENERAL PENSION - PRINCIPAL	\$ 7,754.83	
ICMA CITY MANAGER PENSION	\$ 323.09	
H S A SANDHILLS STATE BANK	\$ 6,540.00	
HEALTH/LIFE INSURANCE - HEALTH FUND	\$ 94,300.00	
TOTAL BENEFITS		\$ 129,901.00

**TOTAL PAYROLL COSTS**

**\$ 367,498.84**

CITY CLERK - SHELBI PITT

Report Criteria:

Invoices with totals above \$0 included.  
 Paid and unpaid invoices included.

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>General Fund</b>					
<b>01-0000-23321 Sales Tax Payable</b>	General Fund				
NE DEPT OF REVENUE - SALES	SALES & USE TAX - ADMIN	APR-23	05/08/2023	5.27	
<b>01-0000-23321 Sales Tax Payable</b>	General Fund				
NE DEPT OF REVENUE - SALES	SALES & USE TAX - CARHENG	CARHENG 4/	05/09/2023	2.73	
Total :				8.00	
Total :				8.00	
<b>01-00-00-37-793 Surplus, Salvage Sales</b>	General Fund	General Fund Revenues			
FIRSTNET	CREDIT	APR-23	05/01/2023	390.00-	05/01/2023
Total General Fund Revenues:				390.00-	
Total :				390.00-	
<b>01-10-10-42-294 Conferences, Cont Education</b>	General Fund	City Council	City Council		
VOYAGER FLEET SYSTEMS INC	FUEL	869456715231	05/09/2023	53.31	
<b>01-10-10-43-335 Other Technical Services</b>	General Fund	City Council	City Council		
M29 TECHNOLOGY AND DESIGN	MONTHLY MAINTENANCE	47825	05/01/2023	100.00	
Total City Council:				153.31	
Total City Council:				153.31	
<b>01-11-11-42-294 Conferences, Cont Education</b>	General Fund	City Administration	City Administration		
LEAGUE OF NEBRASKA MUNICIPAL	CONFERENCE PITT	150078	05/04/2023	425.00	
<b>01-11-11-44-431 Legal, Public Notices</b>	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	LEGAL AD-ORDINANCES	150086	04/26/2023	31.36	
<b>01-11-11-44-431 Legal, Public Notices</b>	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	LEGAL, NOTICE OF MEETING	150083	04/26/2023	9.05	
<b>01-11-11-44-431 Legal, Public Notices</b>	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	LEGAL AD-MISC	150085	04/26/2023	28.24	
<b>01-11-11-44-431 Legal, Public Notices</b>	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	LEGAL, NOTICE OF MEETING	150084	04/26/2023	10.61	
<b>01-11-11-44-431 Legal, Public Notices</b>	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	LEGAL, NOTICE OF MEETING	150082	04/26/2023	10.32	
<b>01-11-11-44-436 Mail, Delivery Services</b>	General Fund	City Administration	City Administration		
QUADIENT FINANCE USA INC	POSTAGE	150098	05/09/2023	16.14	
<b>01-11-11-44-451 Telephone Line Expense</b>	General Fund	City Administration	City Administration		
ALLO COMMUNICATIONS LLC	308-762-5400 CITY MANAGER	150099	04/24/2023	110.83	
<b>01-11-11-45-511 Office Supplies</b>	General Fund	City Administration	City Administration		
CULLIGAN WATER CONDITIONING	COOLER RENTAL	150073	04/25/2023	100.45	
Total City Administration:				742.00	
Total City Administration:				742.00	
<b>01-31-31-43-379 Other Contract Operating Svcs</b>	General Fund	Police Administration	Police Department		
AS CENTRAL SERVICES	TELECOMMUNICATIONS CHARGES	1365698	04/12/2023	258.00	
<b>01-31-31-44-421 Membership Dues</b>	General Fund	Police Administration	Police Department		
ROCKY MOUNTAIN ACCREDITATIO	MEMBERSHIP	150097	05/08/2023	175.00	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>01-31-31-44-444 Natural Gas</b> BLACK HILLS ENERGY	General Fund POLICE ANNEX ACCT# 8845963160	Police Administration BH ENERGY 4/	Police Department 04/26/2023	49.02	05/02/2023
<b>01-31-31-44-483 NRCNTSVC-Building Public Wrks</b> CULLIGAN WATER CONDITIONING	General Fund R.O. RENTAL	Police Administration 150088	Police Department 04/25/2023	47.90	
<b>01-31-31-44-483 NRCNTSVC-Building Public Wrks</b> C & J LAWN	General Fund DETHATCH ANNEX	Police Administration 2490	Police Department 04/22/2023	55.00	
<b>01-31-31-45-551 Fuel,Oil,Lube-Veh,Mach,Equip</b> VOYAGER FLEET SYSTEMS INC	General Fund FUEL	Police Administration 869456715231	Police Department 05/09/2023	272.61	
<b>01-31-31-45-563 Cleaning Supplies</b> IDEAL LINEN INC	General Fund MATS	Police Administration 11167343	Police Department 04/11/2023	40.46	
Total Police Administration:				897.99	
<b>01-31-32-42-294 Conferences, Cont Education</b> CONSOLIDATED MGNT CO INC	General Fund TRAINING MEALS	Police Operations 224925	Police Department 04/19/2023	43.00	
<b>01-31-32-42-294 Conferences, Cont Education</b> CONSOLIDATED MGNT CO INC	General Fund TRAINING MEALS	Police Operations 224884	Police Department 04/12/2023	76.25	
<b>01-31-32-42-294 Conferences, Cont Education</b> CONSOLIDATED MGNT CO INC	General Fund TRAINING MEALS	Police Operations 224836	Police Department 04/05/2023	65.50	
<b>01-31-32-42-294 Conferences, Cont Education</b> CONSOLIDATED MGNT CO INC	General Fund TRAINING MEALS	Police Operations 224976	Police Department 04/26/2023	10.75	
<b>01-31-32-43-341 Medical Services</b> MARK CHU, M.D.	General Fund MEDICAL DIRECTOR	Police Operations APR-23	Police Department 04/15/2023	1,000.00	
<b>01-31-32-43-379 Other Contract Operating Svcs</b> RED BEARD GARAGE	General Fund APD TOWS	Police Operations 8077	Police Department 04/18/2023	175.00	
<b>01-31-32-44-423 Database Subscriptions</b> FIRSTBANK CARD	General Fund ACROBAT PRO	Police Operations YOCUM 4/23	Police Department 05/01/2023	256.67	05/01/2023
<b>01-31-32-44-436 Mail, Delivery Services</b> FIRSTBANK CARD	General Fund USPS MAIL SHIPMENT	Police Operations YOCUM 4/23	Police Department 05/01/2023	12.55	05/01/2023
<b>01-31-32-44-441 Electricity</b> COA UTILITIES	General Fund ELECTRIC	Police Operations APRIL 4/23	Police Department 04/21/2023	28.85	05/02/2023
<b>01-31-32-44-456 Cellular Telephone Expense</b> FIRSTNET	General Fund CELL PHONE POLICE	Police Operations MAR-23	Police Department 05/01/2023	1,633.08	05/01/2023
<b>01-31-32-44-456 Cellular Telephone Expense</b> FIRSTNET	General Fund CELL PHONE POLICE	Police Operations APR-23	Police Department 05/01/2023	1,835.14	05/01/2023
<b>01-31-32-44-456 Cellular Telephone Expense</b> FIRSTNET	General Fund CELL PHONE POLICE	Police Operations FEB-23	Police Department 05/01/2023	1,631.88	05/01/2023
<b>01-31-32-44-482 NRCNTSVC-Vehicle Repair Mtc</b> ALLIANCE MOTORS UNLIMITED, IN	General Fund OIL CHANGE	Police Operations 66440	Police Department 04/19/2023	76.75	
<b>01-31-32-44-482 NRCNTSVC-Vehicle Repair Mtc</b> ALLIANCE MOTORS UNLIMITED, IN	General Fund #115 SERVICE	Police Operations 66358	Police Department 04/13/2023	786.86	
<b>01-31-32-44-482 NRCNTSVC-Vehicle Repair Mtc</b> ALLIANCE MOTORS UNLIMITED, IN	General Fund #123 SERVICE	Police Operations 66395	Police Department 04/13/2023	898.55	
<b>01-31-32-44-482 NRCNTSVC-Vehicle Repair Mtc</b> ALLIANCE MOTORS UNLIMITED, IN	General Fund #104 SERVICE	Police Operations 66438	Police Department 04/20/2023	220.00	
<b>01-31-32-44-482 NRCNTSVC-Vehicle Repair Mtc</b> ALLIANCE MOTORS UNLIMITED, IN	General Fund #119 SERVICE	Police Operations 66372	Police Department 04/28/2023	319.95	
<b>01-31-32-44-482 NRCNTSVC-Vehicle Repair Mtc</b> ALLIANCE MOTORS UNLIMITED, IN	General Fund OIL CHANGE	Police Operations 66272	Police Department 03/23/2023	92.50	
<b>01-31-32-44-482 NRCNTSVC-Vehicle Repair Mtc</b> ALLIANCE MOTORS UNLIMITED, IN	General Fund OIL CHANGE	Police Operations 66487	Police Department 04/27/2023	74.55	
<b>01-31-32-45-525 Animal Care Supplies</b> FARM PLAN	General Fund ZEUS FOOD	Police Operations 51112794	Police Department 03/13/2023	91.99	
<b>01-31-32-45-525 Animal Care Supplies</b> THE ANIMAL CENTER	General Fund K9 CARE/SUPPLIES	Police Operations 108588	Police Department 04/14/2023	43.04	
<b>01-31-32-45-551 Fuel,Oil,Lube-Veh,Mach,Equip</b> VOYAGER FLEET SYSTEMS INC	General Fund FUEL	Police Operations 869456715231	Police Department 05/09/2023	3,081.96	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
Total Police Operations:				12,454.82	
<b>01-31-33-42-294 Conferences, Cont Education</b>	General Fund	Police Support Services	Police Department		
CONSOLIDATED MGNT CO INC	TRAINING MEALS	224925	04/19/2023	11.00	
<b>01-31-33-43-379 Other Contract Operating Svcs</b>	General Fund	Police Support Services	Police Department		
NRIN	PUBLIC SAFETY ANSWERING POIN	001-2023	03/01/2023	2,400.00	
<b>01-31-33-44-436 Mail, Delivery Services</b>	General Fund	Police Support Services	Police Department		
QUADIENT FINANCE USA INC	POSTAGE	150098	05/09/2023	9.30	
<b>01-31-33-44-451 Telephone Line Expense</b>	General Fund	Police Support Services	Police Department		
AS CENTRAL SERVICES	TELECOMMUNICATIONS CHARGES	1367982	04/21/2023	448.00	
<b>01-31-33-59-941 Capital Outlay-Computers</b>	General Fund	Police Support Services	Police Department		
KNOW YOUR FORCE	LICENSE/HOSTING FEE	0000000134	03/29/2023	5,100.00	
Total Police Support Services:				7,968.30	
<b>01-31-34-44-441 Electricity</b>	General Fund	Animal Control	Police Department		
COA UTILITIES	ELECTRIC	APRIL 4/23	04/21/2023	373.45	05/02/2023
<b>01-31-34-44-442 Water-Sewer</b>	General Fund	Animal Control	Police Department		
COA UTILITIES	WATER / SEWER	APRIL 4/23	04/21/2023	11.44	05/02/2023
<b>01-31-34-44-443 Refuse</b>	General Fund	Animal Control	Police Department		
COA UTILITIES	REFUSE	APRIL 4/23	04/21/2023	19.32	05/02/2023
<b>01-31-34-44-451 Telephone Line Expense</b>	General Fund	Animal Control	Police Department		
ALLO COMMUNICATIONS LLC	308-762-1761 ANIMAL SHELTER	150099	04/24/2023	36.72	
<b>01-31-34-44-457 Internet Operating Expense</b>	General Fund	Animal Control	Police Department		
ALLO COMMUNICATIONS LLC	308-761-2506 INTERNET	150099	04/24/2023	60.00	
<b>01-31-34-44-483 NRCNTSVC-Building Public Wrks</b>	General Fund	Animal Control	Police Department		
C & J LAWN	WEEKLY LAWN SERVICE ANIMAL S	2500	04/30/2023	50.00	
<b>01-31-34-45-531 Uniforms</b>	General Fund	Animal Control	Police Department		
FIRSTBANK CARD	BOOTS FOR 107	YOCUM 4/23	05/01/2023	206.75	05/01/2023
<b>01-31-34-45-531 Uniforms</b>	General Fund	Animal Control	Police Department		
FIRSTBANK CARD	BOOTS FOR 108	YOCUM 4/23	05/01/2023	160.45	05/01/2023
<b>01-31-34-45-551 Fuel,Oil,Lube-Veh,Mach,Equip</b>	General Fund	Animal Control	Police Department		
VOYAGER FLEET SYSTEMS INC	FUEL	869456715231	05/09/2023	62.86	
Total Animal Control:				980.99	
Total Police Department:				22,302.10	
<b>01-37-37-42-244 Volunteer Medical Services</b>	General Fund	Firefighting	Fire Department		
AMY WAGNER - PETTY CASH	FD PHYSICAL	150076	05/04/2023	50.00	
<b>01-37-37-42-244 Volunteer Medical Services</b>	General Fund	Firefighting	Fire Department		
AMY WAGNER - PETTY CASH	FD PHYSICAL	150076	05/04/2023	50.00	
<b>01-37-37-44-436 Mail, Delivery Services</b>	General Fund	Firefighting	Fire Department		
QUADIENT FINANCE USA INC	POSTAGE	150098	05/09/2023	15.13	
<b>01-37-37-44-441 Electricity</b>	General Fund	Firefighting	Fire Department		
COA UTILITIES	ELECTRIC	APRIL 4/23	04/21/2023	590.33	05/02/2023
<b>01-37-37-44-442 Water-Sewer</b>	General Fund	Firefighting	Fire Department		
COA UTILITIES	WATER / SEWER	APRIL 4/23	04/21/2023	19.27	05/02/2023
<b>01-37-37-44-443 Refuse</b>	General Fund	Firefighting	Fire Department		
COA UTILITIES	REFUSE	APRIL 4/23	04/21/2023	14.49	05/02/2023
<b>01-37-37-44-451 Telephone Line Expense</b>	General Fund	Firefighting	Fire Department		
ALLO COMMUNICATIONS LLC	308-762-5400 FIRE	150099	04/24/2023	11.49	
<b>01-37-37-44-451 Telephone Line Expense</b>	General Fund	Firefighting	Fire Department		
ALLO COMMUNICATIONS LLC	308-762-2151 FIRE HALL	150099	04/24/2023	77.73	
<b>01-37-37-44-451 Telephone Line Expense</b>	General Fund	Firefighting	Fire Department		
CHARTER COMMUNICATIONS	ACCT # 8356 15 100 0175004	017500404152	04/15/2023	55.37	05/01/2023

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>01-37-37-44-452 Long Distance Expense</b>	General Fund	Firefighting	Fire Department		
ALLO COMMUNICATIONS LLC	308-762-5400 FIRE 2	150099	04/24/2023	2.78	
<b>01-37-37-44-456 Cellular Telephone Expense</b>	General Fund	Firefighting	Fire Department		
FIRSTNET	CELL PHONE FIRE	APR-23	05/01/2023	126.37	05/01/2023
<b>01-37-37-44-456 Cellular Telephone Expense</b>	General Fund	Firefighting	Fire Department		
FIRSTNET	CELL PHONE FIRE	MAR-23	05/01/2023	126.41	05/01/2023
<b>01-37-37-44-456 Cellular Telephone Expense</b>	General Fund	Firefighting	Fire Department		
FIRSTNET	CELL PHONE FIRE	FEB-23	05/01/2023	126.41	05/01/2023
<b>01-37-37-44-479 CNTSVC Other</b>	General Fund	Firefighting	Fire Department		
IDEAL LINEN INC	MOPS AND TOWELS	11169784	04/27/2023	43.00	
<b>01-37-37-45-551 Fuel,Oil,Lube-Veh,Mach,Equip</b>	General Fund	Firefighting	Fire Department		
VOYAGER FLEET SYSTEMS INC	FUEL	869456715231	05/09/2023	217.73	
Total Firefighting:				1,526.51	
<b>01-37-38-43-341 Medical Services</b>	General Fund	Ambulance	Fire Department		
MARK CHU, M.D.	MEDICAL DIRECTOR	APR-23	04/15/2023	1,000.00	
<b>01-37-38-44-456 Cellular Telephone Expense</b>	General Fund	Ambulance	Fire Department		
FIRSTNET	CELL PHONE EMS	FEB-23	05/01/2023	126.41	05/01/2023
<b>01-37-38-44-456 Cellular Telephone Expense</b>	General Fund	Ambulance	Fire Department		
FIRSTNET	CELL PHONE EMS	APR-23	05/01/2023	126.37	05/01/2023
<b>01-37-38-44-456 Cellular Telephone Expense</b>	General Fund	Ambulance	Fire Department		
FIRSTNET	CELL PHONE EMS	MAR-23	05/01/2023	126.41	05/01/2023
<b>01-37-38-45-521 Medical Supplies</b>	General Fund	Ambulance	Fire Department		
BOX BUTTE GENERAL HOSPITAL	MEDICAL SUPPLIES	117417	04/28/2023	82.85	
<b>01-37-38-45-521 Medical Supplies</b>	General Fund	Ambulance	Fire Department		
ROCKY MOUNTAIN AIR SOLUTIONS	MEDICAL SUPPLIES	3040592	04/26/2023	197.71	
<b>01-37-38-45-551 Fuel,Oil,Lube-Veh,Mach,Equip</b>	General Fund	Ambulance	Fire Department		
VOYAGER FLEET SYSTEMS INC	FUEL	869456715231	05/09/2023	180.28	
Total Ambulance:				1,840.03	
Total Fire Department:				3,366.54	
<b>01-41-44-44-456 Cellular Telephone Expense</b>	General Fund	Facility Maintenance	Public Works		
FIRSTNET	CELL PHONE PUBLIC FAC	APR-23	05/01/2023	46.29	05/01/2023
<b>01-41-44-44-456 Cellular Telephone Expense</b>	General Fund	Facility Maintenance	Public Works		
FIRSTNET	CELL PHONE PUBLIC FAC	FEB-23	05/01/2023	46.33	05/01/2023
<b>01-41-44-44-456 Cellular Telephone Expense</b>	General Fund	Facility Maintenance	Public Works		
FIRSTNET	CELL PHONE PUBLIC FAC	MAR-23	05/01/2023	46.33	05/01/2023
<b>01-41-44-45-551 Fuel,Oil,Lube-Veh,Mach,Equip</b>	General Fund	Facility Maintenance	Public Works		
VOYAGER FLEET SYSTEMS INC	FUEL	869456715231	05/09/2023	129.85	
Total Facility Maintenance:				268.80	
<b>01-41-46-44-441 Electricity</b>	General Fund	Municipal Building	Public Works		
COA UTILITIES	ELECTRIC	APRIL 4/23	04/21/2023	2,673.66	05/02/2023
<b>01-41-46-44-442 Water-Sewer</b>	General Fund	Municipal Building	Public Works		
COA UTILITIES	WATER / SEWER	APRIL 4/23	04/21/2023	7.06	05/02/2023
<b>01-41-46-44-443 Refuse</b>	General Fund	Municipal Building	Public Works		
COA UTILITIES	REFUSE	APRIL 4/23	04/21/2023	19.32	05/02/2023
<b>01-41-46-44-444 Natural Gas</b>	General Fund	Municipal Building	Public Works		
BLACK HILLS ENERGY	CITY HALL ACCT# 8314203634	BH ENERGY 4/	04/26/2023	30.01	05/02/2023
<b>01-41-46-44-451 Telephone Line Expense</b>	General Fund	Municipal Building	Public Works		
ALLO COMMUNICATIONS LLC	308-762-5400 MUNICIPAL BUILDING	150099	04/24/2023	11.49	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
Total Municipal Building:				2,741.54	
Total Public Works:				3,010.34	
<b>01-61-60-44-436 Mail, Delivery Services</b>	General Fund	Community Development	Community Develop		
QUADIENT FINANCE USA INC	POSTAGE	150098	05/09/2023	6.60	
<b>01-61-60-44-451 Telephone Line Expense</b>	General Fund	Community Development	Community Develop		
ALLO COMMUNICATIONS LLC	308-762-5400 BUILDING AND ZONIN	150099	04/24/2023	22.98	
<b>01-61-60-44-452 Long Distance Expense</b>	General Fund	Community Development	Community Develop		
ALLO COMMUNICATIONS LLC	308-762-5400 BUILDING AND ZONIN	150099	04/24/2023	4.46	
<b>01-61-60-44-456 Cellular Telephone Expense</b>	General Fund	Community Development	Community Develop		
FIRSTNET	CELL PHONE C & D	FEB-23	05/01/2023	102.72	05/01/2023
<b>01-61-60-44-456 Cellular Telephone Expense</b>	General Fund	Community Development	Community Develop		
FIRSTNET	CELL PHONE C & D	MAR-23	05/01/2023	102.72	05/01/2023
<b>01-61-60-44-456 Cellular Telephone Expense</b>	General Fund	Community Development	Community Develop		
FIRSTNET	CELL PHONE C & D	APR-23	05/01/2023	102.62	05/01/2023
<b>01-61-60-45-512 Computer Supplies</b>	General Fund	Community Development	Community Develop		
NEBRASKA TOTAL OFFICE	COMPUTER SUPPLIES	0121821-001	05/09/2023	74.68	
Total Community Development:				416.78	
<b>01-61-62-45-551 Fuel,Oil,Lube-Veh,Mach,Equip</b>	General Fund	Code Enforcement	Community Develop		
VOYAGER FLEET SYSTEMS INC	INSPECTION VEHICLE FUEL	869456715231	05/09/2023	72.57	
Total Code Enforcement:				72.57	
<b>01-61-63-45-551 Fuel,Oil,Lube-Veh,Mach,Equip</b>	General Fund	Nuisance Abatement	Community Develop		
VOYAGER FLEET SYSTEMS INC	FUEL	869456715231	05/09/2023	20.95	
Total Nuisance Abatement:				20.95	
Total Community Development:				510.30	
<b>01-71-71-44-441 Electricity</b>	General Fund	Parks	Cultural and Leisure		
COA UTILITIES	ELECTRIC	APRIL 4/23	04/21/2023	1,119.51	05/02/2023
<b>01-71-71-44-442 Water-Sewer</b>	General Fund	Parks	Cultural and Leisure		
COA UTILITIES	WATER / SEWER	APRIL 4/23	04/21/2023	17.29	05/02/2023
<b>01-71-71-44-443 Refuse</b>	General Fund	Parks	Cultural and Leisure		
COA UTILITIES	REFUSE	APRIL 4/23	04/21/2023	145.27	05/02/2023
<b>01-71-71-44-444 Natural Gas</b>	General Fund	Parks	Cultural and Leisure		
BLACK HILLS ENERGY	SHELTER HOUSE ACCT# 43030966	BH ENERGY 4/	04/26/2023	79.77	05/02/2023
<b>01-71-71-44-444 Natural Gas</b>	General Fund	Parks	Cultural and Leisure		
BLACK HILLS ENERGY	PARKS ACCT# 8650163780	BH ENERGY 4/	04/26/2023	485.50	05/02/2023
<b>01-71-71-44-444 Natural Gas</b>	General Fund	Parks	Cultural and Leisure		
BLACK HILLS ENERGY	STREET GARAGE ACCT# 83166747	BH ENERGY 4/	04/26/2023	541.87	05/02/2023
<b>01-71-71-44-451 Telephone Line Expense</b>	General Fund	Parks	Cultural and Leisure		
ALLO COMMUNICATIONS LLC	308-762-5400 PARKS	150099	04/24/2023	11.49	
<b>01-71-71-44-452 Long Distance Expense</b>	General Fund	Parks	Cultural and Leisure		
ALLO COMMUNICATIONS LLC	308-762-5400 PARKS 2	150099	04/24/2023	.07	
<b>01-71-71-44-456 Cellular Telephone Expense</b>	General Fund	Parks	Cultural and Leisure		
FIRSTNET	CELL PHONE C&LS	FEB-23	05/01/2023	46.33	05/01/2023
<b>01-71-71-44-456 Cellular Telephone Expense</b>	General Fund	Parks	Cultural and Leisure		
FIRSTNET	CELL PHONE C&LS	MAR-23	05/01/2023	77.89	05/01/2023
<b>01-71-71-44-456 Cellular Telephone Expense</b>	General Fund	Parks	Cultural and Leisure		
FIRSTNET	CELL PHONE C&LS	APR-23	05/01/2023	77.62	05/01/2023

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>01-71-71-44-482 NRCNTSVC-Vehicle Repair Mtc</b>	General Fund	Parks	Cultural and Leisure		
ALLIANCE TRACTOR & IMPLEMENT	NEW BLADES	176	04/20/2023	374.86	
<b>01-71-71-44-482 NRCNTSVC-Vehicle Repair Mtc</b>	General Fund	Parks	Cultural and Leisure		
FARM PLAN	SVC MAINTENANCE	W24453	04/24/2023	114.75	
<b>01-71-71-45-526 Other Supplies</b>	General Fund	Parks	Cultural and Leisure		
BERNIES ACE HARDWARE	OTHER SUPPLIES	277005	04/20/2023	79.97	
<b>01-71-71-45-526 Other Supplies</b>	General Fund	Parks	Cultural and Leisure		
BERNIES ACE HARDWARE	OTHER SUPPLIES	277287	04/25/2023	197.15	
<b>01-71-71-45-526 Other Supplies</b>	General Fund	Parks	Cultural and Leisure		
BERNIES ACE HARDWARE	OTHER SUPPLIES	277321	04/26/2023	31.56	
<b>01-71-71-45-526 Other Supplies</b>	General Fund	Parks	Cultural and Leisure		
BERNIES ACE HARDWARE	OTHER SUPPLIES	277324	04/26/2023	12.59	
<b>01-71-71-45-526 Other Supplies</b>	General Fund	Parks	Cultural and Leisure		
CARTER'S HOME HARDWARE & AP	OTHER SUPPLIES	19513/1	04/27/2023	54.99	
<b>01-71-71-45-526 Other Supplies</b>	General Fund	Parks	Cultural and Leisure		
CARTER'S HOME HARDWARE & AP	OTHER SUPPLIES	19498/1	04/27/2023	28.97	
<b>01-71-71-45-542 Parks Furnishings</b>	General Fund	Parks	Cultural and Leisure		
FIRSTBANK CARD	POST COVERS	150107	05/08/2023	44.08	
<b>01-71-71-45-544 Small Tools, Equipment</b>	General Fund	Parks	Cultural and Leisure		
FARM PLAN	SMALL TOOLS	51130052	04/27/2023	55.91	
<b>01-71-71-45-544 Small Tools, Equipment</b>	General Fund	Parks	Cultural and Leisure		
FARM PLAN	DRILL BITS AND CUTTING WHEELS	51130052	04/27/2023	58.36	
<b>01-71-71-45-551 Fuel,Oil,Lube-Veh,Mach,Equip</b>	General Fund	Parks	Cultural and Leisure		
FIRSTBANK CARD	GAS TRIP TO CENTRAL CITY	BROWN 5/23	04/26/2023	68.31	05/02/2023
<b>01-71-71-45-551 Fuel,Oil,Lube-Veh,Mach,Equip</b>	General Fund	Parks	Cultural and Leisure		
VOYAGER FLEET SYSTEMS INC	FLEET FUEL	869456715231	05/09/2023	374.55	
<b>01-71-71-45-556 Parts-Vehicle, Mach, Equip</b>	General Fund	Parks	Cultural and Leisure		
DARREN'S CARQUEST AUTO PART	PARTS	2723-455119	04/20/2023	43.37	
<b>01-71-71-45-556 Parts-Vehicle, Mach, Equip</b>	General Fund	Parks	Cultural and Leisure		
DARREN'S CARQUEST AUTO PART	PARTS	2723-454954	04/19/2023	69.34	
<b>01-71-71-45-556 Parts-Vehicle, Mach, Equip</b>	General Fund	Parks	Cultural and Leisure		
DARREN'S CARQUEST AUTO PART	PARTS	2723-455068	04/20/2023	20.49	
<b>01-71-71-45-556 Parts-Vehicle, Mach, Equip</b>	General Fund	Parks	Cultural and Leisure		
DARREN'S CARQUEST AUTO PART	LIGHT BAR	2723-454954	04/19/2023	9.10	
<b>01-71-71-45-561 Bldg Maintenance Material</b>	General Fund	Parks	Cultural and Leisure		
BLOEDORN LUMBER - ALLIANCE	BUILDING MAINTENANCE MATERIA	7532081	05/01/2023	23.86	
<b>01-71-71-45-561 Bldg Maintenance Material</b>	General Fund	Parks	Cultural and Leisure		
FIRSTBANK CARD	GRAFFITI REMOVER	BROWN 5/23	04/26/2023	213.19	05/02/2023
<b>01-71-71-45-574 Misc Grounds Maintenance</b>	General Fund	Parks	Cultural and Leisure		
FIRSTBANK CARD	TOILET FOR CENTRAL PARK BATH	BROWN 5/23	04/26/2023	195.27	05/02/2023
<b>01-71-71-45-574 Misc Grounds Maintenance</b>	General Fund	Parks	Cultural and Leisure		
FIRSTBANK CARD	FENCE LINER	150107	05/08/2023	1,847.71	
<b>01-71-71-46-675 Irrigation Material</b>	General Fund	Parks	Cultural and Leisure		
BERNIES ACE HARDWARE	IRRIGATION MATERIALS	276922	04/19/2023	51.98	
<b>01-71-71-46-675 Irrigation Material</b>	General Fund	Parks	Cultural and Leisure		
BERNIES ACE HARDWARE	IRRIGATION MATERIALS	276967	04/19/2023	4.74	
<b>01-71-71-46-675 Irrigation Material</b>	General Fund	Parks	Cultural and Leisure		
BERNIES ACE HARDWARE	IRRIGATION MATERIALS	277034	04/20/2023	21.99	
<b>01-71-71-46-675 Irrigation Material</b>	General Fund	Parks	Cultural and Leisure		
BERNIES ACE HARDWARE	IRRIGATION MATERIALS	276908	04/19/2023	56.47	
<b>01-71-71-46-675 Irrigation Material</b>	General Fund	Parks	Cultural and Leisure		
BERNIES ACE HARDWARE	IRRIGATION MATERIALS	277701	05/01/2023	40.61	
<b>01-71-71-46-675 Irrigation Material</b>	General Fund	Parks	Cultural and Leisure		
BERNIES ACE HARDWARE	IRRIGATION MATERIALS	277681	05/01/2023	37.98	
<b>01-71-71-46-675 Irrigation Material</b>	General Fund	Parks	Cultural and Leisure		
BERNIES ACE HARDWARE	IRRIGATION SUPPLIES	277622	05/01/2023	240.99	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>01-71-71-46-675 Irrigation Material</b> BERNIES ACE HARDWARE	General Fund IRRIGATION MATERIALS	Parks 277622	Cultural and Leisure 05/01/2023	1.09	
<b>01-71-71-46-675 Irrigation Material</b> BERNIES ACE HARDWARE	General Fund IRRIGATION MATERIALS	Parks 277802	Cultural and Leisure 05/02/2023	28.13	
<b>01-71-71-46-675 Irrigation Material</b> BERNIES ACE HARDWARE	General Fund IRRIGATION SUPPLIES	Parks 277792	Cultural and Leisure 05/02/2023	40.98	
<b>01-71-71-46-675 Irrigation Material</b> FIRSTBANK CARD	General Fund SPRINKLER	Parks BROWN 5/23	Cultural and Leisure 04/26/2023	1,796.79	05/02/2023
<b>01-71-71-46-675 Irrigation Material</b> LL JOHNSON DIST CO	General Fund PVC 1 INCH AND 1.5 INCH	Parks 1149891-00	Cultural and Leisure 04/19/2023	2,145.22	
Total Parks:				10,987.96	
<b>01-71-72-43-373 Contract Custodial Services</b> LINDA L MUNDT	General Fund CUSTODIAL SERVICES	Senior Center 1099	Cultural and Leisure 05/08/2023	80.00	
<b>01-71-72-44-444 Natural Gas</b> BLACK HILLS ENERGY	General Fund SENIOR CTR ACCT# 8177773640	Senior Center BH ENERGY 4/	Cultural and Leisure 04/26/2023	244.15	05/02/2023
<b>01-71-72-44-451 Telephone Line Expense</b> ALLO COMMUNICATIONS LLC	General Fund 308-762-1293 SENIOR CENTER	Senior Center 150099	Cultural and Leisure 04/24/2023	34.36	
<b>01-71-72-44-457 Internet Operating Expense</b> ALLO COMMUNICATIONS LLC	General Fund 308-762-1293 INTERNET	Senior Center 150099	Cultural and Leisure 04/24/2023	50.00	
<b>01-71-72-44-483 NRCNTSVC-Building Public Wrks</b> FIRSTBANK CARD	General Fund ADA DOOR OPENER	Senior Center 150107	Cultural and Leisure 05/08/2023	181.66	
<b>01-71-72-44-483 NRCNTSVC-Building Public Wrks</b> PRESTO-X	General Fund PEST CONTROL	Senior Center 31097012	Cultural and Leisure 02/15/2023	80.00	
<b>01-71-72-45-561 Bldg Maintenance Material</b> CARTER'S HOME HARDWARE & AP	General Fund BUILDING MAINTENANCE	Senior Center 19420/1	Cultural and Leisure 04/21/2023	24.99	
<b>01-71-72-45-561 Bldg Maintenance Material</b> CARTER'S HOME HARDWARE & AP	General Fund BUILDING MAINTENANCE	Senior Center 19516/1	Cultural and Leisure 04/28/2023	21.97	
<b>01-71-72-45-561 Bldg Maintenance Material</b> CARTER'S HOME HARDWARE & AP	General Fund BUILDING MAINTENANCE	Senior Center 19464/1	Cultural and Leisure 04/25/2023	.50	
Total Senior Center:				717.63	
<b>01-71-74-44-412 Machine, Equipment Rent</b> CULLIGAN WATER CONDITIONING	General Fund COOLER RENTAL	Cemetery 150070	Cultural and Leisure 04/25/2023	18.00	
<b>01-71-74-44-456 Cellular Telephone Expense</b> FIRSTNET	General Fund CELL PHONE SERVICES C&LS	Cemetery FEB-23	Cultural and Leisure 05/01/2023	31.56	05/01/2023
<b>01-71-74-45-526 Other Supplies</b> CARTER'S HOME HARDWARE & AP	General Fund OTHER SUPPLIES	Cemetery 19265/1	Cultural and Leisure 04/12/2023	54.93	
<b>01-71-74-45-526 Other Supplies</b> CARTER'S HOME HARDWARE & AP	General Fund OTHER SUPPLIES	Cemetery 19518/1	Cultural and Leisure 04/28/2023	15.98	
<b>01-71-74-46-675 Irrigation Material</b> FARM PLAN	General Fund IRRIGATION MATERIALS	Cemetery 51130044	Cultural and Leisure 04/27/2023	353.19	
<b>01-71-74-46-675 Irrigation Material</b> LL JOHNSON DIST CO	General Fund KIT ADAPTER	Cemetery 1149892-01	Cultural and Leisure 04/20/2023	538.20	
<b>01-71-74-46-675 Irrigation Material</b> LL JOHNSON DIST CO	General Fund KIT ADAPTER AND SOLENOID	Cemetery 1149892-00	Cultural and Leisure 04/19/2023	297.24	
Total Cemetery:				1,309.10	
<b>01-71-75-44-444 Natural Gas</b> BLACK HILLS ENERGY	General Fund POOL ACCT# 4332196321	Swimming Pool BH ENERGY 4/	Cultural and Leisure 04/26/2023	38.60	05/02/2023
<b>01-71-75-44-451 Telephone Line Expense</b> QWEST - PHOENIX	General Fund 65909090	Swimming Pool 636824649	Cultural and Leisure 04/20/2023	12.13	
<b>01-71-75-44-451 Telephone Line Expense</b> QWEST - SEATTLE	General Fund 308-762-4028	Swimming Pool 150094	Cultural and Leisure 04/25/2023	187.80	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>01-71-75-44-483 NRCNTSVC-Building Public Wrks</b>	General Fund	Swimming Pool	Cultural and Leisure		
JACK'S REFRIGERATION INC	FILTER CHANGE AT SENIOR CENT	63588	05/02/2023	130.22	
<b>01-71-75-45-569 Other Replacement Parts</b>	General Fund	Swimming Pool	Cultural and Leisure		
FIRSTBANK CARD	FILTERS FOR POOL VACUUM	150107	05/08/2023	840.76	
Total Swimming Pool:				1,209.51	
<b>01-71-76-42-294 Conferences, Cont Education</b>	General Fund	Knight Museum	Cultural and Leisure		
BECCI THOMAS	GAS FOR MUSEUM CONF.	REIMBURSEM	04/26/2023	121.60	05/02/2023
<b>01-71-76-42-294 Conferences, Cont Education</b>	General Fund	Knight Museum	Cultural and Leisure		
BECCI THOMAS	CONFERENCE MEALS-B.THOMAS	REIMBURSEM	04/26/2023	44.18	05/02/2023
<b>01-71-76-42-294 Conferences, Cont Education</b>	General Fund	Knight Museum	Cultural and Leisure		
FIRSTBANK CARD	HOTEL FOR MUSEUM CONFERENC	BROWN 5/23	04/26/2023	419.32	05/02/2023
<b>01-71-76-42-294 Conferences, Cont Education</b>	General Fund	Knight Museum	Cultural and Leisure		
JODI RINGBAUER	MUSEUM CONFERENCE MEALS	REIMBURSEM	04/26/2023	56.12	05/02/2023
<b>01-71-76-42-294 Conferences, Cont Education</b>	General Fund	Knight Museum	Cultural and Leisure		
BAILEY JOHNSON	MUSEUM CONFERENCE MEALS	REIMBURSEM	04/26/2023	48.92	05/02/2023
<b>01-71-76-43-373 Contract Custodial Services</b>	General Fund	Knight Museum	Cultural and Leisure		
A & J JANITORIAL LLC	JANITORIAL SERVICES	K2304	05/01/2023	895.00	
<b>01-71-76-43-379 Other Contract Operating Svcs</b>	General Fund	Knight Museum	Cultural and Leisure		
NATIONWIDE MANAGEMENT INC	WEB HOSTING SERVICES	15957	04/30/2023	275.00	
<b>01-71-76-44-451 Telephone Line Expense</b>	General Fund	Knight Museum	Cultural and Leisure		
ALLO COMMUNICATIONS LLC	308-762-2384 KNIGHT MUSEUM	150099	04/24/2023	171.82	
<b>01-71-76-44-452 Long Distance Expense</b>	General Fund	Knight Museum	Cultural and Leisure		
ALLO COMMUNICATIONS LLC	308-762-5400 MUSEUM	150099	04/24/2023	2.44	
<b>01-71-76-44-469 PMCNTSVC-Other</b>	General Fund	Knight Museum	Cultural and Leisure		
PRESTO-X	PEST CONTROL	35538003	04/19/2023	121.00	
<b>01-71-76-44-469 PMCNTSVC-Other</b>	General Fund	Knight Museum	Cultural and Leisure		
CENTURY BUSINESS PRODUCTS	COPIER CONTRACT	672595	04/18/2023	46.70	
<b>01-71-76-44-479 CNTSVC Other</b>	General Fund	Knight Museum	Cultural and Leisure		
CULLIGAN WATER CONDITIONING	WATER COOLER RENTAL	150072	04/25/2023	6.20	
<b>01-71-76-44-479 CNTSVC Other</b>	General Fund	Knight Museum	Cultural and Leisure		
CULLIGAN WATER CONDITIONING	WATER AND SALT	150072	04/25/2023	30.25	
<b>01-71-76-45-561 Bldg Maintenance Material</b>	General Fund	Knight Museum	Cultural and Leisure		
PIXELS COMPUTERS & MORE	INTEL MINI DESKTOP	1806	04/19/2023	978.20	
<b>01-71-76-45-563 Cleaning Supplies</b>	General Fund	Knight Museum	Cultural and Leisure		
IDEAL LINEN INC	CUSTODIAL SUPPLIES	11170757	05/04/2023	57.90	
Total Knight Museum:				3,274.65	
<b>01-71-77-43-373 Contract Custodial Services</b>	General Fund	Library	Cultural and Leisure		
A & J JANITORIAL LLC	JANITORIAL SERVICES	L2304	05/01/2023	2,180.00	
<b>01-71-77-44-436 Mail, Delivery Services</b>	General Fund	Library	Cultural and Leisure		
QUADIENT FINANCE USA INC	POSTAGE	150098	05/09/2023	73.68	
<b>01-71-77-44-444 Natural Gas</b>	General Fund	Library	Cultural and Leisure		
BLACK HILLS ENERGY	LIBRARY ACCT# 8075256061	BH ENERGY 4/	04/26/2023	26.05	05/02/2023
<b>01-71-77-44-451 Telephone Line Expense</b>	General Fund	Library	Cultural and Leisure		
ALLO COMMUNICATIONS LLC	308-762-1387 LIBRARY	150099	04/24/2023	171.82	
<b>01-71-77-44-452 Long Distance Expense</b>	General Fund	Library	Cultural and Leisure		
ALLO COMMUNICATIONS LLC	308-762-5400 LIBRARY	150099	04/24/2023	.78	
<b>01-71-77-44-469 PMCNTSVC-Other</b>	General Fund	Library	Cultural and Leisure		
CULLIGAN WATER CONDITIONING	WATER AND SALT	150071	04/25/2023	92.70	
<b>01-71-77-45-561 Bldg Maintenance Material</b>	General Fund	Library	Cultural and Leisure		
BERNIES ACE HARDWARE	BUILDING MAINTENANCE	277139	04/24/2023	25.99	
Total Library:				2,571.02	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>01-71-78-44-451 Telephone Line Expense</b>	General Fund	Sallows Museum	Cultural and Leisure		
ALLO COMMUNICATIONS LLC	308-762-2385 SALLOWS MUSEUM	150099	04/24/2023	34.36	
<b>01-71-78-44-469 PMCNTSVC-Other</b>	General Fund	Sallows Museum	Cultural and Leisure		
PRESTO-X	SEMI ANNUAL TERMITE BAITIN	35538004	04/17/2023	50.00	
<b>01-71-78-44-479 CNTSVC Other</b>	General Fund	Sallows Museum	Cultural and Leisure		
NATIONWIDE MANAGEMENT INC	WEB HOSTING SERVICES	15957	04/30/2023	275.00	
Total Sallows Museum:				359.36	
Total Cultural and Leisure Services:				20,429.23	
<b>01-79-79-44-433 Other Advertising Services</b>	General Fund	Marketing	Culture and Leisure		
NATIONWIDE MANAGEMENT INC	WEB HOSTING SERVICES	15957	04/30/2023	275.00	
<b>01-79-79-44-433 Other Advertising Services</b>	General Fund	Marketing	Culture and Leisure		
FLAGSHIP PUBLISHING INC	ADVERTISEMENT	26506	04/28/2023	500.00	
Total Marketing:				775.00	
<b>01-79-80-44-436 Mail, Delivery Services</b>	General Fund	Carhenge	Culture and Leisure		
FIRSTBANK CARD	POSTAGE	BROWN 5/23	04/26/2023	15.80	05/02/2023
<b>01-79-80-44-436 Mail, Delivery Services</b>	General Fund	Carhenge	Culture and Leisure		
FIRSTBANK CARD	POSTAGE	150107	05/08/2023	7.72	
<b>01-79-80-44-451 Telephone Line Expense</b>	General Fund	Carhenge	Culture and Leisure		
QWEST - SEATTLE	308-762-3569	150095	04/25/2023	85.12	
<b>01-79-80-44-457 Internet Operating Expense</b>	General Fund	Carhenge	Culture and Leisure		
TELECOM WEST INC	INTERNET SERVICES	281552MAY	05/02/2023	20.00	
<b>01-79-80-44-457 Internet Operating Expense</b>	General Fund	Carhenge	Culture and Leisure		
TELECOM WEST INC	INTERNET SERVICE	281552MAY	05/02/2023	45.00	
<b>01-79-80-46-626 Inventory Costs</b>	General Fund	Carhenge	Culture and Leisure		
CANDY BARN EXPRESS	CARHENGE CONCESSIONS	2526	05/02/2023	304.67	
Total Carhenge:				478.31	
Total Culture and Leisure Services:				1,253.31	
Total General Fund:				51,385.13	
<b>Electric Fund</b>					
<b>05-0000-07710 Merchandise Inventory</b>	Electric Fund				
BELL LUMBER AND POLE COMPAN	Pole Wood 40' Cls 3	INV-019241	05/01/2023	59,444.92	
<b>05-0000-07710 Merchandise Inventory</b>	Electric Fund				
BELL LUMBER AND POLE COMPAN	Pole Wood 30' Cls 3	INV-019241	05/01/2023	1,113.87	
<b>05-0000-07710 Merchandise Inventory</b>	Electric Fund				
BELL LUMBER AND POLE COMPAN	Pole Wood 45' Cls 3	INV-019241	05/01/2023	17,507.34	
<b>05-0000-07710 Merchandise Inventory</b>	Electric Fund				
BORDER STATES ELECTRIC SUPPL	PRF-SG-4508 Deadend 3/0	926148163	04/19/2023	313.52	
<b>05-0000-07710 Merchandise Inventory</b>	Electric Fund				
BORDER STATES ELECTRIC SUPPL	LED 103 W STREETLIGHT FIXTURE	926148173	04/19/2023	11,755.92	
<b>05-0000-07710 Merchandise Inventory</b>	Electric Fund				
BORDER STATES ELECTRIC SUPPL	LOCK, STERLING SR KEYED/ #438	926215254	05/01/2023	230.82	
<b>05-0000-07710 Merchandise Inventory</b>	Electric Fund				
CONTRACTORS MATERIALS INC	PAINT	248882	04/21/2023	219.60	
<b>05-0000-07710 Merchandise Inventory</b>	Electric Fund				
DUTTON-LAINSON COMPANY	TRANS 25 KVA 277/480 CONV	V1058-11	04/19/2023	570.86	
<b>05-0000-07710 Merchandise Inventory</b>	Electric Fund				
DUTTON-LAINSON COMPANY	TRANS 25KVA 120/240 CONV	V1058-11	04/19/2023	1,121.08	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>05-0000-07710 Merchandise Inventory</b> IDEAL LINEN INC	Electric Fund CUSTODIAL SUPPLIES	465799	04/21/2023	157.36	
<b>05-0000-07710 Merchandise Inventory</b> IDEAL LINEN INC	Electric Fund CUSTODIAL SUPPLIES	465799	04/21/2023	159.18	
<b>05-0000-07710 Merchandise Inventory</b> IDEAL LINEN INC	Electric Fund CUSTODIAL SUPPLIES	465799	04/21/2023	46.20	
<b>05-0000-07710 Merchandise Inventory</b> IDEAL LINEN INC	Electric Fund CUSTODIAL SUPPLIES	465799	04/21/2023	130.44	
<b>05-0000-07710 Merchandise Inventory</b> IDEAL LINEN INC	Electric Fund CUSTODIAL SUPPLIES	465799	04/21/2023	47.68	
<b>05-0000-07710 Merchandise Inventory</b> IDEAL LINEN INC	Electric Fund CUSTODIAL SUPPLIES	465799	04/21/2023	95.14	
<b>05-0000-07710 Merchandise Inventory</b> IDEAL LINEN INC	Electric Fund CUSTODIAL SUPPLIES	463259	02/28/2023	315.85	
<b>05-0000-07710 Merchandise Inventory</b> IDEAL LINEN INC	Electric Fund CUSTODIAL SUPPLIES	465799	04/21/2023	201.44	
<b>05-0000-07710 Merchandise Inventory</b> IDEAL LINEN INC	Electric Fund CUSTODIAL SUPPLIES	466287	05/05/2023	680.06	
<b>05-0000-07710 Merchandise Inventory</b> IDEAL LINEN INC	Electric Fund CUSTODIAL SUPPLIES	466475	05/05/2023	159.18	
<b>05-0000-07710 Merchandise Inventory</b> IDEAL LINEN INC	Electric Fund CUSTODIAL SUPPLIES	466475	05/05/2023	85.17	
<b>05-0000-07710 Merchandise Inventory</b> IDEAL LINEN INC	Electric Fund CUSTODIAL SUPPLIES	466475	05/05/2023	201.44	
<b>05-0000-07710 Merchandise Inventory</b> STUART C. IRBY CO	Electric Fund Ins Tans Trainer CH9113S	S013096456.0	04/13/2023	1,845.75	
<b>05-0000-07710 Merchandise Inventory</b> STUART C. IRBY CO	Electric Fund Animal Protector	S013516397.0	04/26/2023	609.90	
<b>05-0000-07710 Merchandise Inventory</b> STUART C. IRBY CO	Electric Fund TAPE, VINYL ELECTRICAL BLK/GRY	S013523657.0	04/28/2023	486.85	
<b>05-0000-07710 Merchandise Inventory</b> STUART C. IRBY CO	Electric Fund Cutout, 100A Combo Polymer w/10kv	S013523657.0	04/28/2023	6,676.80	
<b>05-0000-07710 Merchandise Inventory</b> STUART C. IRBY CO	Electric Fund TRANSFORMER BSMTS HL37 X 43	S013516397.0	04/26/2023	2,118.60	
<b>05-0000-07710 Merchandise Inventory</b> STUART C. IRBY CO	Electric Fund Compression Connector ITT WR159	S013523657.0	04/28/2023	90.95	
<b>05-0000-07710 Merchandise Inventory</b> STUART C. IRBY CO	Electric Fund Compression Connector ITT WR399	S013523657.0	04/28/2023	69.55	
<b>05-0000-07710 Merchandise Inventory</b> STUART C. IRBY CO	Electric Fund Salisbury Bushing Cap #21317	S013361689.0	04/21/2023	603.48	
<b>05-0000-07710 Merchandise Inventory</b> WESCO DISTRIBUTION INC	Electric Fund Compression Connector ITT WR289	137878	04/04/2023	139.10	
<b>05-0000-07710 Merchandise Inventory</b> WESCO DISTRIBUTION INC	Electric Fund Insulator Spool Hend HPI-53-2	137878	04/04/2023	172.57	
<b>05-0000-07710 Merchandise Inventory</b> WESCO DISTRIBUTION INC	Electric Fund Preform SG-4500 #6/1 Deadend	126626	03/20/2023	276.06	
<b>05-0000-07710 Merchandise Inventory</b> WESCO DISTRIBUTION INC	Electric Fund Bolt, Machine 1/2" x 12"	137877	04/04/2023	321.00	
<b>05-0000-23321 Sales Tax Payable</b> NE DEPT OF REVENUE - SALES	Electric Fund SALES & USE TAX - ELEC	APR-23	05/08/2023	56,962.27	
Total :				164,929.95	
Total :				164,929.95	
<b>05-51-50-44-425 Employment Required Licenses</b> AMY WAGNER - PETTY CASH	Electric Fund CDL	Administration 150076	Utility Superintenden 05/04/2023	31.00	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>05-51-50-44-425 Employment Required Licenses</b> AMY WAGNER - PETTY CASH	Electric Fund CDL	Administration 150076	Utility Superintenden 05/04/2023	31.00	
<b>05-51-50-44-425 Employment Required Licenses</b> AMY WAGNER - PETTY CASH	Electric Fund VEHICLE TITLE/REG	Administration 150076	Utility Superintenden 05/04/2023	17.25	
<b>05-51-50-44-441 Electricity</b> COA UTILITIES	Electric Fund ELECTRIC	Administration APRIL 4/23	Utility Superintenden 04/21/2023	383.80	05/02/2023
<b>05-51-50-44-442 Water-Sewer</b> COA UTILITIES	Electric Fund WATER / SEWER	Administration APRIL 4/23	Utility Superintenden 04/21/2023	9.95	05/02/2023
<b>05-51-50-44-444 Natural Gas</b> BLACK HILLS ENERGY	Electric Fund PUBLIC WORKS ANNEX ACCT# 709	Administration BH ENERGY 4/	Utility Superintenden 04/26/2023	1,518.49	05/02/2023
<b>05-51-50-44-451 Telephone Line Expense</b> QWEST - PHOENIX	Electric Fund 65909176	Administration 636825092	Utility Superintenden 04/20/2023	5.60	
<b>05-51-50-44-451 Telephone Line Expense</b> QWEST - PHOENIX	Electric Fund 65908523	Administration 636825401	Utility Superintenden 04/20/2023	5.60	
<b>05-51-50-44-451 Telephone Line Expense</b> QWEST - PHOENIX	Electric Fund 65908623	Administration 636825115	Utility Superintenden 04/20/2023	4.14	
<b>05-51-50-44-451 Telephone Line Expense</b> QWEST - PHOENIX	Electric Fund 65908899	Administration 636825248	Utility Superintenden 04/20/2023	5.60	
<b>05-51-50-44-451 Telephone Line Expense</b> QWEST - SEATTLE	Electric Fund 308-762-1723	Administration 150106	Utility Superintenden 04/25/2023	83.21	
<b>05-51-50-44-451 Telephone Line Expense</b> QWEST - SEATTLE	Electric Fund 308-762-7939	Administration 150102	Utility Superintenden 04/25/2023	83.21	
<b>05-51-50-44-451 Telephone Line Expense</b> QWEST - SEATTLE	Electric Fund 308-762-7958	Administration 150104	Utility Superintenden 04/25/2023	83.21	
<b>05-51-50-44-451 Telephone Line Expense</b> QWEST - SEATTLE	Electric Fund 308-762-3388	Administration 150103	Utility Superintenden 04/25/2023	83.21	
<b>05-51-50-44-452 Long Distance Expense</b> ALLO COMMUNICATIONS LLC	Electric Fund 308-762-5400 ELECTRIC	Administration 150099	Utility Superintenden 04/24/2023	2.48	
<b>05-51-50-44-488 Utility Locate Services</b> ONE CALL CONCEPTS INC	Electric Fund LOCATES ELECTRIC	Administration 3040102	Utility Superintenden 04/30/2023	74.35	
<b>05-51-50-45-511 Office Supplies</b> PRINT EXPRESS	Electric Fund MAINTENANCE REQUESTS	Administration 79614	Utility Superintenden 04/27/2023	387.40	
Total Administration:				2,809.50	
<b>05-51-52-44-491 NRCNTSVC-Sub Stations Mtc</b> BESLER INC.	Electric Fund TRANSFORMER HIGH SIDE	Transmission CONDU 23-003	Utility Superintenden 04/25/2023	7,140.00	
<b>05-51-52-44-491 NRCNTSVC-Sub Stations Mtc</b> ELECTRO-TEST & MAINTENANCE I	Electric Fund substation maintenance	Transmission 23-060	Utility Superintenden 04/21/2023	27,395.00	
Total Transmission:				34,535.00	
<b>05-51-53-44-423 Database Subscriptions</b> LANDIS+GYR TECHNOLOGY INC	Electric Fund MONTHLY FLAT FEE	Urban Distribution 90373471	Utility Superintenden 04/26/2023	1,092.42	
<b>05-51-53-44-442 Sewer</b> COA UTILITIES	Electric Fund WATER / SEWER	Urban Distribution APRIL 4/23	Utility Superintenden 04/21/2023	137.88	05/02/2023
<b>05-51-53-44-456 Cellular Telephone Expense</b> FIRSTNET	Electric Fund CELL PHONE ELECTRIC	Urban Distribution MAR-23	Utility Superintenden 05/01/2023	226.75	05/01/2023
<b>05-51-53-44-456 Cellular Telephone Expense</b> FIRSTNET	Electric Fund CELL PHONE ELECTRIC	Urban Distribution FEB-23	Utility Superintenden 05/01/2023	225.61	05/01/2023
<b>05-51-53-44-456 Cellular Telephone Expense</b> FIRSTNET	Electric Fund CELL PHONE ELECTRIC	Urban Distribution APR-23	Utility Superintenden 05/01/2023	226.10	05/01/2023
<b>05-51-53-44-457 Internet Operating Expense</b> ALLO COMMUNICATIONS LLC	Electric Fund 308-762-1907 INTERNET-SCADA	Urban Distribution 150099	Utility Superintenden 04/24/2023	855.00	
<b>05-51-53-44-464 PMCNTSVC-Vehicle Repair</b> ALTEC INDUSTRIES INC	Electric Fund VEHICLE REPAIR	Urban Distribution 51200224	Utility Superintenden 04/18/2023	1,031.96	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>05-51-53-44-464 PMCNTSVC-Vehicle Repair</b> ALTEC INDUSTRIES INC	Electric Fund VEHICLE REPAIR	Urban Distribution 51200203	Utility Superintenden 04/18/2023	1,524.88	
<b>05-51-53-44-464 PMCNTSVC-Vehicle Repair</b> ALTEC INDUSTRIES INC	Electric Fund VEHICLE REPAIR	Urban Distribution 51200226	Utility Superintenden 04/18/2023	1,206.00	
<b>05-51-53-44-464 PMCNTSVC-Vehicle Repair</b> ALTEC INDUSTRIES INC	Electric Fund VEHICLE REPAIR	Urban Distribution 51200179	Utility Superintenden 04/18/2023	1,805.05	
<b>05-51-53-44-464 PMCNTSVC-Vehicle Repair</b> ALTEC INDUSTRIES INC	Electric Fund #405 SERVICE	Urban Distribution 51202111	Utility Superintenden 04/20/2023	1,524.50	
<b>05-51-53-44-464 PMCNTSVC-Vehicle Repair</b> ALTEC INDUSTRIES INC	Electric Fund #408 SERVICE	Urban Distribution 51202237	Utility Superintenden 04/20/2023	1,206.00	
<b>05-51-53-44-485 NRCNTSVC-Tree Trimming</b> PANHANDLE TREE SERVICE	Electric Fund TREE TRIMMING/LINE CLEARING	Urban Distribution 150092	Utility Superintenden 05/05/2023	4,500.00	
<b>05-51-53-44-485 NRCNTSVC-Tree Trimming</b> PANHANDLE TREE SERVICE	Electric Fund ALLO/CHARTER	Urban Distribution 150092	Utility Superintenden 05/05/2023	3,000.00	
<b>05-51-53-45-534 Safety Commodities</b> STUART C. IRBY CO	Electric Fund Youngstown gloves	Urban Distribution S013506380.0	Utility Superintenden 04/17/2023	430.14	
<b>05-51-53-45-544 Small Tools, Equipment</b> FARM PLAN	Electric Fund SMALL TOOLS/EQUIP	Urban Distribution 51126902	Utility Superintenden 04/20/2023	21.84	
<b>05-51-53-45-544 Small Tools, Equipment</b> FARM PLAN	Electric Fund	Urban Distribution 51126902	Utility Superintenden 04/20/2023	30.55	
<b>05-51-53-45-544 Small Tools, Equipment</b> FARM PLAN	Electric Fund	Urban Distribution 1114203	Utility Superintenden 03/17/2023	20.37	
<b>05-51-53-45-556 Parts-Vehicle, Mach, Equip</b> ALTEC INDUSTRIES INC	Electric Fund Ball Lock Pin	Urban Distribution 12268921	Utility Superintenden 04/18/2023	85.47	
<b>05-51-53-45-556 Parts-Vehicle, Mach, Equip</b> FARM PLAN	Electric Fund PARTS	Urban Distribution 51133733	Utility Superintenden 05/04/2023	25.25	
<b>05-51-53-45-556 Parts-Vehicle, Mach, Equip</b> FARM PLAN	Electric Fund PARTS	Urban Distribution 51133732	Utility Superintenden 05/04/2023	23.60-	
<b>05-51-53-45-556 Parts-Vehicle, Mach, Equip</b> FARM PLAN	Electric Fund PARTS	Urban Distribution 51133603	Utility Superintenden 05/04/2023	23.60	
<b>05-51-53-45-556 Parts-Vehicle, Mach, Equip</b> DARREN'S CARQUEST AUTO PART	Electric Fund PARTS VEHICLE	Urban Distribution 2723-455176	Utility Superintenden 04/21/2023	33.42	
<b>05-51-53-46-651 Electric Overhead Material</b> BORDER STATES ELECTRIC SUPPL	Electric Fund REG BYPASS	Urban Distribution 926189290	Utility Superintenden 04/26/2023	9,758.40	
<b>05-51-53-46-651 Electric Overhead Material</b> WESCO DISTRIBUTION INC	Electric Fund CREDIT	Urban Distribution 110402	Utility Superintenden 02/24/2023	850.65-	
<b>05-51-53-46-652 Electric Underground Material</b> CROELL REDI MIX INC	Electric Fund GRAVEL	Urban Distribution 717385	Utility Superintenden 04/18/2023	309.60	
Total Urban Distribution:				28,426.54	
<b>05-51-54-45-551 Fuel,Oil,Lube-Veh,Mach,Equip</b> VOYAGER FLEET SYSTEMS INC	Electric Fund	Rural Line Dist and Maint 869456715231	Utility Superintenden 05/09/2023	1,937.86	
Total Rural Line Dist and Maint:				1,937.86	
Total Utility Superintendent:				67,708.90	
Total Electric Fund:				232,638.85	
<b>Refuse Fund</b>					
<b>06-0000-23321 Sales Tax Payable</b> NE DEPT OF REVENUE - SALES	Refuse Fund SALES & USE TAX - REFUSE	APR-23	05/08/2023	.00	
Total :				.00	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
Total :				.00	
<b>06-41-42-44-479 CNTSVC Other</b>	Refuse Fund	Refuse Collection	Public Works		
PANHANDLE TREE SERVICE	ALLEYS	150092	05/05/2023	4,500.00	
<b>06-41-42-44-479 CNTSVC Other</b>	Refuse Fund	Refuse Collection	Public Works		
STEVE'S LITE TRUCK INC	#1113 SERVICE	50792	05/01/2023	306.15	
<b>06-41-42-44-486 NRCNTSVC-Veh, Equip, Tire Rep</b>	Refuse Fund	Refuse Collection	Public Works		
HEARTLAND DIESEL	#1113 SERVICE	4616	05/04/2023	165.38	
<b>06-41-42-45-556 Parts-Vehicle, Mach, Equip</b>	Refuse Fund	Refuse Collection	Public Works		
DARREN'S CARQUEST AUTO PART		2723-455568	04/26/2023	24.38	
<b>06-41-42-45-556 Parts-Vehicle, Mach, Equip</b>	Refuse Fund	Refuse Collection	Public Works		
DARREN'S CARQUEST AUTO PART	PARTS	2723-455568	04/26/2023	.88	
<b>06-41-42-45-556 Parts-Vehicle, Mach, Equip</b>	Refuse Fund	Refuse Collection	Public Works		
DARREN'S CARQUEST AUTO PART	PARTS	2723-455721	04/28/2023	47.80	
<b>06-41-42-59-960 Capital Outlay-Vehicles</b>	Refuse Fund	Refuse Collection	Public Works		
AMY WAGNER - PETTY CASH	VEHICLE TITLE/REG	150076	05/04/2023	14.00	
Total Refuse Collection:				5,058.59	
Total Public Works:				5,058.59	
<b>06-51-50-34-452 Other Sales, Services</b>	Refuse Fund	Administration	Public Works		
H & H SANITATION & RECYCLING	CITY ADMINISTRATION FEE	APR-23	05/03/2023	198.61-	
<b>06-51-50-35-511 Residential-City</b>	Refuse Fund	Administration	Public Works		
H & H SANITATION & RECYCLING	MONTHLY TRASH COLLECTION FE	APR-23	05/03/2023	4,965.24	
Total Administration:				4,766.63	
<b>06-51-55-44-441 Electricity</b>	Refuse Fund	Refuse Disposal	Public Works		
COA UTILITIES	ELECTRIC	APRIL 4/23	04/21/2023	753.57	05/02/2023
<b>06-51-55-44-442 Water-Sewer</b>	Refuse Fund	Refuse Disposal	Public Works		
COA UTILITIES	WATER / SEWER	APRIL 4/23	04/21/2023	13.52	05/02/2023
<b>06-51-55-44-444 Natural Gas</b>	Refuse Fund	Refuse Disposal	Public Works		
BLACK HILLS ENERGY	LANDFILL ACCT# 7095590391	BH ENERGY 4/	04/26/2023	450.45	05/02/2023
<b>06-51-55-44-451 Telephone Line Expense</b>	Refuse Fund	Refuse Disposal	Public Works		
QWEST - PHOENIX	65908519	636825077	04/20/2023	6.01	
<b>06-51-55-44-451 Telephone Line Expense</b>	Refuse Fund	Refuse Disposal	Public Works		
QWEST - SEATTLE	308-762-2705	150105	04/25/2023	83.00	
<b>06-51-55-45-526 Other Supplies</b>	Refuse Fund	Refuse Disposal	Public Works		
IDEAL LINEN INC	CUSTODIAL SUPPLIES	11170752	05/04/2023	19.23	
<b>06-51-55-45-531 Uniforms</b>	Refuse Fund	Refuse Disposal	Public Works		
IDEAL LINEN INC		11170752	05/04/2023	78.15	
<b>06-51-55-45-544 Small Tools, Equipment</b>	Refuse Fund	Refuse Disposal	Public Works		
PANHANDLE FAB INC.	SMALL TOOLS/EQUIP	45425	05/04/2023	210.00	
<b>06-51-55-45-553 Refuse-Fuel</b>	Refuse Fund	Refuse Disposal	Public Works		
WESTCO	Bulk Fuel	U3322399	04/19/2023	3,434.89	
<b>06-51-55-45-553 Refuse-Fuel</b>	Refuse Fund	Refuse Disposal	Public Works		
VOYAGER FLEET SYSTEMS INC	FUEL	869456715231	05/09/2023	2,316.17	
<b>06-51-55-45-556 Parts-Vehicle, Mach, Equip</b>	Refuse Fund	Refuse Disposal	Public Works		
ALLIANCE TRACTOR & IMPLEMENT	PARTS	564	05/04/2023	48.24	
<b>06-51-55-45-556 Parts-Vehicle, Mach, Equip</b>	Refuse Fund	Refuse Disposal	Public Works		
BERNIES ACE HARDWARE	PARTS	277348	04/26/2023	31.98	
<b>06-51-55-45-556 Parts-Vehicle, Mach, Equip</b>	Refuse Fund	Refuse Disposal	Public Works		
FARM PLAN		51127243	04/21/2023	36.99	
<b>06-51-55-45-556 Parts-Vehicle, Mach, Equip</b>	Refuse Fund	Refuse Disposal	Public Works		
FARM PLAN		51132782	05/02/2023	161.97	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>06-51-55-45-556 Parts-Vehicle, Mach, Equip</b> FARM PLAN	Refuse Fund	Refuse Disposal 51132891	Public Works 05/02/2023	59.99	
<b>06-51-55-45-556 Parts-Vehicle, Mach, Equip</b> FARM PLAN	Refuse Fund	Refuse Disposal 51132262	Public Works 05/01/2023	4.45	
<b>06-51-55-45-556 Parts-Vehicle, Mach, Equip</b> FARM PLAN	Refuse Fund	Refuse Disposal 51134658	Public Works 05/06/2023	24.90	
<b>06-51-55-45-556 Parts-Vehicle, Mach, Equip</b> CARTER'S HOME HARDWARE & AP	Refuse Fund PARTS	Refuse Disposal 19519/1	Public Works 04/28/2023	64.69	
<b>06-51-55-45-556 Parts-Vehicle, Mach, Equip</b> CARTER'S HOME HARDWARE & AP	Refuse Fund PARTS	Refuse Disposal 19514/1	Public Works 04/28/2023	7.49	
<b>06-51-55-45-556 Parts-Vehicle, Mach, Equip</b> CARTER'S HOME HARDWARE & AP	Refuse Fund PARTS	Refuse Disposal 19481/1	Public Works 04/26/2023	7.49	
<b>06-51-55-45-556 Parts-Vehicle, Mach, Equip</b> CARTER'S HOME HARDWARE & AP	Refuse Fund	Refuse Disposal 19519/1	Public Works 04/28/2023	5.78	
<b>06-51-55-45-556 Parts-Vehicle, Mach, Equip</b> CARTER'S HOME HARDWARE & AP	Refuse Fund	Refuse Disposal 19624/1	Public Works 05/06/2023	23.53	
<b>06-51-55-45-556 Parts-Vehicle, Mach, Equip</b> CARTER'S HOME HARDWARE & AP	Refuse Fund	Refuse Disposal 19593/1	Public Works 05/04/2023	7.98	
Total Refuse Disposal:				7,850.47	
Total Public Works:				12,617.10	
<b>06-52-99-58-841 Baler Loan - Principal</b> BOK FINANCIAL	Refuse Fund PRINCIPAL	Debt Services 150068	Public Works 04/27/2023	50,000.00	
<b>06-52-99-58-842 Baler Loan - Interest</b> BOK FINANCIAL	Refuse Fund INTEREST	Debt Services 150068	Public Works 04/27/2023	1,050.00	
<b>06-52-99-58-842 Baler Loan - Interest</b> BOK FINANCIAL	Refuse Fund AGENT FEE	Debt Services 150068	Public Works 04/27/2023	200.00	
Total Debt Services:				51,250.00	
Total Public Works:				51,250.00	
Total Refuse Fund:				68,925.69	
<b>Sewer Fund</b>					
<b>07-0000-07710 Merchandise Inventory</b> NORTHWEST PIPE FITTINGS INC	Sewer Fund PARTS	Sewer 271192	Public Works 04/14/2023	169.31	
<b>07-0000-07710 Merchandise Inventory</b> NORTHWEST PIPE FITTINGS INC	Sewer Fund PARTS	Sewer 271265	Public Works 04/21/2023	18.15	
<b>07-0000-23321 Sales Tax Payable</b> NE DEPT OF REVENUE - SALES	Sewer Fund SALES & USE TAX - SEWER	Sewer APR-23	Public Works 05/08/2023	.00	
Total :				187.46	
Total :				187.46	
<b>07-52-58-43-379 Other Contract Operating Svcs</b> BUD'S PEST CONTROL	Sewer Fund SEWER PEST CONTROL	Sewer 4931	Public Works 04/07/2023	40.00	
<b>07-52-58-44-425 Employment Required Licenses</b> AMY WAGNER - PETTY CASH	Sewer Fund CDL	Sewer 150076	Public Works 05/04/2023	31.00	
<b>07-52-58-44-441 Electricity</b> COA UTILITIES	Sewer Fund ELECTRIC	Sewer APRIL 4/23	Public Works 04/21/2023	2,421.25	05/02/2023
<b>07-52-58-44-451 Telephone Line Expense</b> ALLO COMMUNICATIONS LLC	Sewer Fund 308-762-7136 LIFT STATION C	Sewer 150099	Public Works 04/24/2023	34.36	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>07-52-58-44-451 Telephone Line Expense</b>	Sewer Fund	Sewer	Public Works		
ALLO COMMUNICATIONS LLC	308-762-4742 SCADA	150099	04/24/2023	34.36	
<b>07-52-58-44-452 Long Distance Expense</b>	Sewer Fund	Sewer	Public Works		
ALLO COMMUNICATIONS LLC	308-762-5400 SEWER	150099	04/24/2023	.64	
<b>07-52-58-44-456 Cellular Telephone Expense</b>	Sewer Fund	Sewer	Public Works		
FIRSTNET	CELL PHONE WATER	APR-23	05/01/2023	133.95	05/01/2023
<b>07-52-58-44-456 Cellular Telephone Expense</b>	Sewer Fund	Sewer	Public Works		
FIRSTNET	CELL PHONE WATER	MAR-23	05/01/2023	134.28	05/01/2023
<b>07-52-58-44-456 Cellular Telephone Expense</b>	Sewer Fund	Sewer	Public Works		
FIRSTNET	CELL PHONE WATER	FEB-23	05/01/2023	134.28	05/01/2023
<b>07-52-58-44-457 Internet Operating Expense</b>	Sewer Fund	Sewer	Public Works		
ALLO COMMUNICATIONS LLC	308-762-4742 INTERNET	150099	04/24/2023	35.00	
<b>07-52-58-44-486 NRCNTSVC-Veh, Equip, Tire Rep</b>	Sewer Fund	Sewer	Public Works		
WESTCO	TIRE RPR	152616	05/03/2023	40.00	
<b>07-52-58-44-488 Utility Locate Services</b>	Sewer Fund	Sewer	Public Works		
ONE CALL CONCEPTS INC	LOCATES SEWER	3040102	04/30/2023	37.17	
<b>07-52-58-45-544 Small Tools, Equipment</b>	Sewer Fund	Sewer	Public Works		
BLOEDORN LUMBER - ALLIANCE	TOOLS	7535773	05/02/2023	11.42	
<b>07-52-58-45-551 Fuel,Oil,Lube-Veh,Mach,Equip</b>	Sewer Fund	Sewer	Public Works		
VOYAGER FLEET SYSTEMS INC	FUEL	869456715231	05/09/2023	419.84	
<b>07-52-58-45-556 Parts-Vehicle, Mach, Equip</b>	Sewer Fund	Sewer	Public Works		
MIDWEST FARM SERVICE-ALLIANC	PARTS	44268	05/02/2023	88.40	
<b>07-52-58-45-556 Parts-Vehicle, Mach, Equip</b>	Sewer Fund	Sewer	Public Works		
CARTER'S HOME HARDWARE & AP	PARTS	19547/1	05/02/2023	34.90	
<b>07-52-58-45-556 Parts-Vehicle, Mach, Equip</b>	Sewer Fund	Sewer	Public Works		
MACQUEEN EQUIPMENT LLC	PARTS	P10929	04/19/2023	57.32	
<b>07-52-58-46-672 Water, Sewer Line Material</b>	Sewer Fund	Sewer	Public Works		
NORTHWEST PIPE FITTINGS INC	PARTS	271192	04/14/2023	18.15	
<b>07-52-58-46-672 Water, Sewer Line Material</b>	Sewer Fund	Sewer	Public Works		
K. L. WOOD & COMPANY LLC	Excavate two sewer taps near 14th an	6643	04/20/2023	12,000.00	
Total Sewer:				15,706.32	
Total Public Works:				15,706.32	
Total Sewer Fund:				15,893.78	
<b>Water Fund</b>					
<b>08-0000-07710 Merchandise Inventory</b>	Water Fund				
NORTHWEST PIPE FITTINGS INC	PARTS	271192	04/14/2023	361.39	
<b>08-0000-23321 Sales Tax Payable</b>	Water Fund				
NE DEPT OF REVENUE - SALES	SALES & USE TAX - WATER	APR-23	05/08/2023	25.82	
Total :				387.21	
Total :				387.21	
<b>08-52-51-43-383 Water Testing Services</b>	Water Fund	Water Treatment	Public Works		
NE PUBLIC HEALTH ENVIRONMENT	TESTING	563361	04/18/2023	195.00	
<b>08-52-51-44-431 Legal, Public Notices</b>	Water Fund	Water Treatment	Public Works		
ALLIANCE TIMES HERALD	LEGAL AD	150081	04/19/2023	652.00	
<b>08-52-51-44-441 Electricity</b>	Water Fund	Water Treatment	Public Works		
COA UTILITIES	ELECTRIC	APRIL 4/23	04/21/2023	15,866.24	05/02/2023
<b>08-52-51-44-483 NRCNTSVC-Building Public Wrks</b>	Water Fund	Water Treatment	Public Works		
BUD'S PEST CONTROL	WATER PEST CONTROL	4931	04/07/2023	64.20	
<b>08-52-51-45-551 Fuel,Oil,Lube-Veh,Mach,Equip</b>	Water Fund	Water Treatment	Public Works		
VOYAGER FLEET SYSTEMS INC	FUEL	869456715231	05/09/2023	737.87	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>08-52-51-46-629 Other Chemicals</b> HAWKINS INC	Water Fund	Water Treatment 6445875	Public Works 04/14/2023	3,293.12	
<b>08-52-51-46-629 Other Chemicals</b> HAWKINS INC	Water Fund	Water Treatment 6445875	Public Works 04/14/2023	846.93	
<b>08-52-51-46-629 Other Chemicals</b> HAWKINS INC	Water Fund	Water Treatment 6450899	Public Works 04/18/2023	2,280.93	
<b>08-52-51-46-629 Other Chemicals</b> HAWKINS INC	Water Fund	Water Treatment 6456025	Public Works 04/26/2023	847.72	
Total Water Treatment:				24,784.01	
<b>08-52-52-44-436 Mail, Delivery Services</b> QUADIENT FINANCE USA INC	Water Fund POSTAGE	Distribution 150098	Public Works 05/09/2023	13.20	
<b>08-52-52-44-441 Electricity</b> COA UTILITIES	Water Fund ELECTRIC	Distribution APRIL 4/23	Public Works 04/21/2023	551.02	05/02/2023
<b>08-52-52-44-442 Water-Sewer</b> COA UTILITIES	Water Fund WATER / SEWER	Distribution APRIL 4/23	Public Works 04/21/2023	2.68	05/02/2023
<b>08-52-52-44-443 Refuse</b> COA UTILITIES	Water Fund REFUSE	Distribution APRIL 4/23	Public Works 04/21/2023	19.32	05/02/2023
<b>08-52-52-44-452 Long Distance Expense</b> ALLO COMMUNICATIONS LLC	Water Fund 308-762-5400 WATER	Distribution 150099	Public Works 04/24/2023	.12	
<b>08-52-52-44-488 Utility Locate Services</b> ONE CALL CONCEPTS INC	Water Fund LOCATES WATER	Distribution 3040102	Public Works 04/30/2023	37.18	
Total Distribution:				623.52	
Total Public Works:				25,407.53	
Total Water Fund:				25,794.74	
<b>Golf Course</b>					
<b>21-0000-23321 Sales Tax Payable</b> NE DEPT OF REVENUE - SALES	Golf Course SALES & USE TAX - GOLF	Golf Course GOLF 4/23	Cultural and Leisure 05/09/2023	5,454.72	
Total :				5,454.72	
Total :				5,454.72	
<b>21-71-75-44-421 Membership Dues</b> GCSAA	Golf Course ASSISTANT SUPERINTENDENT ME	Golf Course 150089	Cultural and Leisure 05/03/2023	220.00	
<b>21-71-75-44-436 Mail, Delivery Services</b> FIRSTBANK CARD	Golf Course RETURN OF GOLF ITEMS	Golf Course BROWN 5/23	Cultural and Leisure 04/26/2023	19.35	05/02/2023
<b>21-71-75-44-436 Mail, Delivery Services</b> FIRSTBANK CARD	Golf Course GOLF PARTS RETURN FEE	Golf Course BROWN 5/23	Cultural and Leisure 04/26/2023	26.71	05/02/2023
<b>21-71-75-44-436 Mail, Delivery Services</b> QUADIENT FINANCE USA INC	Golf Course POSTAGE	Golf Course 150098	Cultural and Leisure 05/09/2023	14.40	
<b>21-71-75-44-441 Electricity</b> COA UTILITIES	Golf Course ELECTRIC	Golf Course APRIL 4/23	Cultural and Leisure 04/21/2023	2,378.72	05/02/2023
<b>21-71-75-44-442 Water-Sewer</b> COA UTILITIES	Golf Course WATER / SEWER	Golf Course APRIL 4/23	Cultural and Leisure 04/21/2023	272.51	05/02/2023
<b>21-71-75-44-443 Refuse</b> COA UTILITIES	Golf Course REFUSE	Golf Course APRIL 4/23	Cultural and Leisure 04/21/2023	192.16	05/02/2023
<b>21-71-75-44-444 Natural Gas</b> BLACK HILLS ENERGY	Golf Course GOLF ACCT# 8588264838	Golf Course BH ENERGY 4/	Cultural and Leisure 04/26/2023	88.94	05/02/2023
<b>21-71-75-44-444 Natural Gas</b> BLACK HILLS ENERGY	Golf Course 19TH HOLE ACCT# 7929125665	Golf Course BH ENERGY 4/	Cultural and Leisure 04/26/2023	55.11	05/02/2023

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>21-71-75-44-451 Telephone Line Expense</b> MOBIUS COMMUNICATIONS CO.	Golf Course 308-762-7069	Golf Course 150091	Cultural and Leisure 05/01/2023	79.38	
<b>21-71-75-44-451 Telephone Line Expense</b> MOBIUS COMMUNICATIONS CO.	Golf Course 308-762-1446	Golf Course 150090	Cultural and Leisure 05/01/2023	77.04	
<b>21-71-75-44-456 Cellular Telephone Expense</b> FIRSTNET	Golf Course CELL PHONE SERVICES C&LS	Golf Course MAR-23	Cultural and Leisure 05/01/2023	46.33	05/01/2023
<b>21-71-75-44-456 Cellular Telephone Expense</b> FIRSTNET	Golf Course CELL PHONE SERVICES C&LS	Golf Course APR-23	Cultural and Leisure 05/01/2023	46.29	05/01/2023
<b>21-71-75-44-456 Cellular Telephone Expense</b> FIRSTNET	Golf Course CELL PHONE C&LS	Golf Course FEB-23	Cultural and Leisure 05/01/2023	43.17	05/01/2023
<b>21-71-75-44-461 PMCNTSVC-Office Mach, Equip</b> NATIONWIDE MANAGEMENT INC	Golf Course WEB HOSTING SERVICES	Golf Course 15957	Cultural and Leisure 04/30/2023	275.00	
<b>21-71-75-44-483 NRCNTSVC-Building Public Wrks</b> JACK'S REFRIGERATION INC	Golf Course NEW FURNACE FILTERS	Golf Course 63596	Cultural and Leisure 05/02/2023	252.20	
<b>21-71-75-45-511 Office Supplies</b> NEBRASKA TOTAL OFFICE	Golf Course INK CARTRIDGES	Golf Course 0121548-001	Cultural and Leisure 04/12/2023	694.68	
<b>21-71-75-45-526 Other Supplies</b> FARM PLAN	Golf Course OTHER SUPPLIES	Golf Course 51135767	Cultural and Leisure 05/07/2023	47.97	
<b>21-71-75-45-551 Fuel,Oil,Lube-Veh,Mach,Equip</b> WESTCO	Golf Course FUEL FOR MAINTENANCE SHOP	Golf Course U3322436	Cultural and Leisure 04/27/2023	1,131.27	
<b>21-71-75-45-551 Fuel,Oil,Lube-Veh,Mach,Equip</b> WESTCO	Golf Course FUEL FOR MAINTENANCE SHOP	Golf Course 152459	Cultural and Leisure 04/27/2023	123.82	
<b>21-71-75-45-551 Fuel,Oil,Lube-Veh,Mach,Equip</b> VOYAGER FLEET SYSTEMS INC	Golf Course FLEET FUEL	Golf Course 869456715231	Cultural and Leisure 05/09/2023	161.28	
<b>21-71-75-45-556 Parts-Vehicle, Mach, Equip</b> ALLIANCE TRACTOR & IMPLEMENT	Golf Course WHEEL	Golf Course 111	Cultural and Leisure 04/17/2023	422.99	
<b>21-71-75-45-556 Parts-Vehicle, Mach, Equip</b> ALLIANCE TRACTOR & IMPLEMENT	Golf Course PARTS	Golf Course 111	Cultural and Leisure 04/17/2023	63.49	
<b>21-71-75-45-556 Parts-Vehicle, Mach, Equip</b> STURDEVANT'S AUTO PARTS	Golf Course FUEL FILTERS	Golf Course 834003724	Cultural and Leisure 04/24/2023	142.87	
<b>21-71-75-45-556 Parts-Vehicle, Mach, Equip</b> STOTZ EQUIPMENT	Golf Course WORM GEARS	Golf Course P99004	Cultural and Leisure 05/02/2023	1,318.16	
<b>21-71-75-45-556 Parts-Vehicle, Mach, Equip</b> STOTZ EQUIPMENT	Golf Course WORM GEARS	Golf Course P99004	Cultural and Leisure 05/02/2023	150.00	
<b>21-71-75-45-556 Parts-Vehicle, Mach, Equip</b> TURFWERKS	Golf Course HYDRAULIC CAPS	Golf Course OI54657	Cultural and Leisure 04/27/2023	100.00	
<b>21-71-75-45-556 Parts-Vehicle, Mach, Equip</b> TURFWERKS	Golf Course SEAL KIT	Golf Course OI54657	Cultural and Leisure 04/27/2023	27.21	
<b>21-71-75-45-561 Bldg Maintenance Material</b> CARTER'S HOME HARDWARE & AP	Golf Course STAIN AND BRUSHES	Golf Course 19584/1	Cultural and Leisure 05/04/2023	230.92	
<b>21-71-75-45-571 Seed, Sod</b> JIRDON AGRI CHEMICALS INC	Golf Course GRASS SEED	Golf Course 82-31747	Cultural and Leisure 04/25/2023	1,143.00	
<b>21-71-75-45-574 Misc Grounds Maintenance</b> FARM PLAN	Golf Course HOSE NOZZLES	Golf Course 51129284	Cultural and Leisure 04/25/2023	17.98	
<b>21-71-75-45-574 Misc Grounds Maintenance</b> LL JOHNSON DIST CO	Golf Course GROUND STAKES	Golf Course 1900741-00	Cultural and Leisure 04/14/2023	142.00	
<b>21-71-75-45-576 Herbicides, Pesticides</b> JIRDON AGRI CHEMICALS INC	Golf Course HERBICIDE	Golf Course 82-31669	Cultural and Leisure 04/18/2023	183.80	
<b>21-71-75-45-576 Herbicides, Pesticides</b> LL JOHNSON DIST CO	Golf Course AQUARITIN FOLIAR	Golf Course 1150096-00	Cultural and Leisure 04/28/2023	695.56	
<b>21-71-75-46-625 Concession Supplies</b> PEPSI COLA OF WESTERN NEBRA	Golf Course PEPSI PRODUCTS	Golf Course 5100110841	Cultural and Leisure 04/28/2023	111.63	
<b>21-71-75-46-625 Concession Supplies</b> PEPSI COLA OF WESTERN NEBRA	Golf Course PEPSI PRODUCTS	Golf Course 5100111377	Cultural and Leisure 05/05/2023	59.44	
<b>21-71-75-46-626 Inventory Costs</b> CALLAWAY GOLF SALES CO	Golf Course PREBOOK BALLS	Golf Course 936365380	Cultural and Leisure 04/20/2023	117.48	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>21-71-75-46-627 Special Order Costs</b> VW GOLF INC	Golf Course BENTLEY SPECIAL ORDER	Golf Course 69972	Cultural and Leisure 04/26/2023	64.14	
<b>21-71-75-46-627 Special Order Costs</b> VW GOLF INC	Golf Course STANDARD PUTTER	Golf Course 70063	Cultural and Leisure 05/01/2023	47.33	
<b>21-71-75-46-627 Special Order Costs</b> CALLAWAY GOLF SALES CO	Golf Course SPECIAL ORDER MRACEK	Golf Course 936365383	Cultural and Leisure 04/20/2023	947.70	
<b>21-71-75-46-627 Special Order Costs</b> CALLAWAY GOLF SALES CO	Golf Course SPECIAL ORDER SHELLIE ANDERS	Golf Course 936444607	Cultural and Leisure 05/04/2023	1,361.25	
<b>21-71-75-46-627 Special Order Costs</b> TOUR EDGE GOLF MFG INC	Golf Course SPECIAL ORDER SAUTTER\	Golf Course IN-01633482	Cultural and Leisure 04/27/2023	303.00	
<b>21-71-75-46-627 Special Order Costs</b> TOUR EDGE GOLF MFG INC	Golf Course SPECIAL ORDER PITT	Golf Course IN-01634069	Cultural and Leisure 05/01/2023	165.00	
<b>21-71-75-46-675 Irrigation Material</b> LL JOHNSON DIST CO	Golf Course IRRIGATION CLOCK REPAIR	Golf Course 1149883-00	Cultural and Leisure 04/19/2023	287.39	
<b>21-71-75-46-675 Irrigation Material</b> LL JOHNSON DIST CO	Golf Course IRRIGATION CLOCK SHIPPING	Golf Course 1149883-00	Cultural and Leisure 04/19/2023	22.24	
Total Golf Course:				14,370.91	
Total Cultural and Leisure Services:				14,370.91	
Total Golf Course:				19,825.63	

**Airport**

<b>22-41-43-42-243 Employee Medical Services</b> ROCK VALLEY PHYSICAL THERAPY	Airport PRE-EMPLOYMENT SCREEN	Airport Operations 6666013-0420	Airport 04/07/2023	85.00	
<b>22-41-43-42-294 Conferences, Cont Education</b> UNITED STATES TREASURY	Airport FIRE TRAINING-LIVE BURN	Airport Operations ARFF F FIRE TRAININ	Airport 05/01/2023	2,328.00	05/01/2023
<b>22-41-43-44-441 Electricity</b> COA UTILITIES	Airport ELECTRIC	Airport Operations APRIL 4/23	Airport 04/21/2023	3,762.92	05/02/2023
<b>22-41-43-44-442 Water-Sewer</b> COA UTILITIES	Airport WATER / SEWER	Airport Operations APRIL 4/23	Airport 04/21/2023	24.22	05/02/2023
<b>22-41-43-44-444 Natural Gas</b> BLACK HILLS ENERGY	Airport AIRPORT ADMIN ACCT# 986221100	Airport Operations BH ENERGY 4/	Airport 04/26/2023	42.74	05/02/2023
<b>22-41-43-44-451 Telephone Line Expense</b> MOBIUS COMMUNICATIONS CO.	Airport 308-762-1214	Airport Operations 150100	Airport 05/01/2023	76.43	
<b>22-41-43-44-451 Telephone Line Expense</b> MOBIUS COMMUNICATIONS CO.	Airport 308-762-4512	Airport Operations 150101	Airport 05/01/2023	85.78	
<b>22-41-43-44-452 Long Distance Expense</b> MOBIUS COMMUNICATIONS CO.	Airport 308-762-4512	Airport Operations 150101	Airport 05/01/2023	9.70	
<b>22-41-43-44-456 Cellular Telephone Expense</b> FIRSTNET	Airport CELL PHONE AIRPORT	Airport Operations APR-23	Airport 05/01/2023	46.29	05/01/2023
<b>22-41-43-44-456 Cellular Telephone Expense</b> FIRSTNET	Airport CELL PHONE AIRPORT	Airport Operations FEB-23	Airport 05/01/2023	46.33	05/01/2023
<b>22-41-43-44-456 Cellular Telephone Expense</b> FIRSTNET	Airport CELL PHONE AIRPORT	Airport Operations MAR-23	Airport 05/01/2023	46.33	05/01/2023
<b>22-41-43-44-476 CNTSVC-FBO Operator</b> HEARTLAND AVIATION INC	Airport CONTRACT SERVICES FBO	Airport Operations 150077	Airport 05/03/2023	875.00	
<b>22-41-43-44-477 CNTSVC-Hangar Management</b> HEARTLAND AVIATION INC	Airport HANGAR MANAGEMENT	Airport Operations 150077	Airport 05/03/2023	614.90	
<b>22-41-43-44-481 NRCNTSVC-Office Mach and Equi</b> COPIER CONNECTION, INC.	Airport COPIER CONTRACT	Airport Operations 21995	Airport 04/13/2023	240.00	
<b>22-41-43-44-482 NRCNTSVC-Vehicle Repair Mtc</b> PRECISION STEREO TECHNOLOG	Airport TIRE REPAIR	Airport Operations 42796	Airport 04/27/2023	35.00	
<b>22-41-43-44-483 NRCNTSVC-Building Public Wrks</b> JACK'S REFRIGERATION INC	Airport FILTERS	Airport Operations 63597	Airport 05/02/2023	252.20	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>22-41-43-45-526 Other Supplies</b>	Airport	Airport Operations	Airport		
CULLIGAN WATER CONDITIONING	WATER COOLER RENTAL AND SAL	150074	04/25/2023	23.00	
<b>22-41-43-45-526 Other Supplies</b>	Airport	Airport Operations	Airport		
CARTER'S HOME HARDWARE & AP	OTHER SUPPLIES	19595/1	05/04/2023	44.99	
<b>22-41-43-45-551 Fuel,Oil,Lube-Veh,Mach,Equip</b>	Airport	Airport Operations	Airport		
WESTCO	BULK FUEL	U3322447	04/28/2023	869.08	
<b>22-41-43-45-551 Fuel,Oil,Lube-Veh,Mach,Equip</b>	Airport	Airport Operations	Airport		
WESTCO	BULK FUEL	U3322448	04/28/2023	152.93	
<b>22-41-43-45-551 Fuel,Oil,Lube-Veh,Mach,Equip</b>	Airport	Airport Operations	Airport		
WESTCO	BULK FUEL	U3322448	04/28/2023	717.72	
<b>22-41-43-45-556 Parts-Vehicle, Mach, Equip</b>	Airport	Airport Operations	Airport		
CARTER'S HOME HARDWARE & AP	PARTS	19574/1	05/03/2023	3.00-	
<b>22-41-43-45-556 Parts-Vehicle, Mach, Equip</b>	Airport	Airport Operations	Airport		
CARTER'S HOME HARDWARE & AP	PARTS	19573/1	05/03/2023	3.00	
<b>22-41-43-45-556 Parts-Vehicle, Mach, Equip</b>	Airport	Airport Operations	Airport		
CARTER'S HOME HARDWARE & AP	PARTS	19571/1	05/03/2023	16.99	
<b>22-41-43-45-574 Misc Grounds Maintenance</b>	Airport	Airport Operations	Airport		
CARTER'S HOME HARDWARE & AP	GROUND'S MAINTENANCE	19611/1	05/05/2023	12.19	
Total Airport Operations:				10,407.74	
Total Airport:				10,407.74	
Total Airport:				10,407.74	
<b>Public Transit Fund</b>					
<b>23-72-71-44-411 Building, Office Rent</b>	Public Transit Fund	Transit - Administration	Public Works		
CITY OF ALLIANCE	ANNEX BUILDING RENT	14438	05/01/2023	1,095.00	
<b>23-72-71-44-436 Mail, Delivery Services</b>	Public Transit Fund	Transit - Administration	Public Works		
QUADIENT FINANCE USA INC	POSTAGE	150098	05/09/2023	13.80	
<b>23-72-71-44-451 Telephone Line Expense</b>	Public Transit Fund	Transit - Administration	Public Works		
ALLO COMMUNICATIONS LLC	308-762-1293 TRANSIT 3	150099	04/24/2023	103.10	
<b>23-72-71-44-456 Cellular Telephone Expense</b>	Public Transit Fund	Transit - Administration	Public Works		
FIRSTNET	CELL PHONE TRANSIT	APR-23	05/01/2023	431.65	05/01/2023
<b>23-72-71-44-456 Cellular Telephone Expense</b>	Public Transit Fund	Transit - Administration	Public Works		
FIRSTNET	CELL PHONE TRANSIT	FEB-23	05/01/2023	431.85	05/01/2023
<b>23-72-71-44-456 Cellular Telephone Expense</b>	Public Transit Fund	Transit - Administration	Public Works		
FIRSTNET	CELL PHONE TRANSIT	MAR-23	05/01/2023	431.85	05/01/2023
<b>23-72-71-45-526 Other Nonoperating Sup/Expense</b>	Public Transit Fund	Transit - Administration	Public Works		
IDEAL LINEN INC	TOWELS	11169269	04/25/2023	48.88	
<b>23-72-71-45-526 Other Nonoperating Sup/Expense</b>	Public Transit Fund	Transit - Administration	Public Works		
BUD'S PEST CONTROL	PEST CONTROL	4932	04/07/2023	65.00	
Total Transit - Administration:				2,621.13	
<b>23-72-72-45-551 Fuel,Oil,Lube-Veh,Mach,Equip</b>	Public Transit Fund	Transit - Operations	Public Works		
VOYAGER FLEET SYSTEMS INC	FUEL	869456715231	05/09/2023	2,044.65	
Total Transit - Operations:				2,044.65	
Total Public Works:				4,665.78	
Total Public Transit Fund:				4,665.78	
<b>Street Fund</b>					
<b>24-41-41-44-425 Employment Required Licenses</b>	Street Fund	Streets	Public Works		
AMY WAGNER - PETTY CASH	VEHICLE TITLE/REG	150076	05/04/2023	31.00	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>24-41-41-44-441 Electricity</b> COA UTILITIES	Street Fund ELECTRIC	Streets	Public Works APRIL 4/23	89.91	05/02/2023
<b>24-41-41-44-451 Telephone Line Expense</b> ALLO COMMUNICATIONS LLC	Street Fund 308-762-5400 STREETS	Streets	Public Works 150099	28.73	
<b>24-41-41-44-456 Cellular Telephone Expense</b> FIRSTNET	Street Fund CELL PHONE STREETS	Streets	Public Works FEB-23	77.89	05/01/2023
<b>24-41-41-44-456 Cellular Telephone Expense</b> FIRSTNET	Street Fund CELL PHONE STREETS	Streets	Public Works APR-23	77.62	05/01/2023
<b>24-41-41-44-456 Cellular Telephone Expense</b> FIRSTNET	Street Fund CELL PHONE STREETS	Streets	Public Works MAR-23	77.89	05/01/2023
<b>24-41-41-44-486 NRCNTSVC-Veh, Equip, Tire Rep</b> ALLIANCE TRACTOR & IMPLEMENT	Street Fund SNOW PLOW REPAIR	Streets	Public Works 372	20.00	
<b>24-41-41-45-543 Small Tools, Equipment</b> FARM PLAN	Street Fund SMALL TOOLS/EQUIP	Streets	Public Works 51130452	37.99	
<b>24-41-41-45-553 Streets-Fuel</b> FARM PLAN	Street Fund OIL	Streets	Public Works P06987	1,497.21	
<b>24-41-41-45-553 Streets-Fuel</b> VOYAGER FLEET SYSTEMS INC	Street Fund	Streets	Public Works 869456715231	1,739.02	
<b>24-41-41-45-556 Parts-Vehicle, Mach, Equip</b> ROSE EQUIPMENT INC	Street Fund SWEEPER	Streets	Public Works 15519	74.54	
<b>24-41-41-45-556 Parts-Vehicle, Mach, Equip</b> DARREN'S CARQUEST AUTO PART	Street Fund PARTS	Streets	Public Works 2723-455713	179.00	
<b>24-41-41-45-556 Parts-Vehicle, Mach, Equip</b> DARREN'S CARQUEST AUTO PART	Street Fund PARTS	Streets	Public Works 2723-455675	9.99	
<b>24-41-41-45-563 Cleaning Supplies</b> IDEAL LINEN INC	Street Fund TOWELS	Streets	Public Works 11170239	48.88	
<b>24-41-41-51-932 3rd Street - Howard to Elkhorn</b> NEBRASKA DEPARTMENT OF TRA	Street Fund CODY AVE EAST PHASE 2	Streets	Public Works 0647056	69,243.74	
Total Streets:				73,233.41	
Total Public Works:				73,233.41	
Total Street Fund:				73,233.41	
<b>Retired Senior Vol Program</b>					
<b>26-71-70-42-298 Recognition Program</b> FIRSTBANK CARD	Retired Senior Vol P DECOR FOR RSVP DINNER	Retired Senior Vol Program	Cultural and Leisure BROWN 5/23	6.69	05/02/2023
<b>26-71-70-42-298 Recognition Program</b> FIRSTBANK CARD	Retired Senior Vol P RSVP DINNER INVITATIONS	Retired Senior Vol Program	Cultural and Leisure BROWN 5/23	100.80	05/02/2023
<b>26-71-70-42-298 Recognition Program</b> FIRSTBANK CARD	Retired Senior Vol P PICTURE FRAMES	Retired Senior Vol Program	Cultural and Leisure 150107	25.41	
<b>26-71-70-42-298 Recognition Program</b> FIRSTBANK CARD	Retired Senior Vol P DECORATIONS	Retired Senior Vol Program	Cultural and Leisure 150107	52.33	
<b>26-71-70-42-298 Recognition Program</b> FIRSTBANK CARD	Retired Senior Vol P DECORATIONS	Retired Senior Vol Program	Cultural and Leisure 150107	102.03	
<b>26-71-70-42-298 Recognition Program</b> FIRSTBANK CARD	Retired Senior Vol P MARKERS	Retired Senior Vol Program	Cultural and Leisure 150107	11.11	
<b>26-71-70-42-298 Recognition Program</b> FIRSTBANK CARD	Retired Senior Vol P DECORATIONS	Retired Senior Vol Program	Cultural and Leisure 150107	33.44	
<b>26-71-70-42-298 Recognition Program</b> FIRSTBANK CARD	Retired Senior Vol P PLASTIC TABLE	Retired Senior Vol Program	Cultural and Leisure 150107	12.84	
<b>26-71-70-44-441 Electricity</b> CITY OF ALLIANCE	Retired Senior Vol P ELECTRICITY	Retired Senior Vol Program	Cultural and Leisure 14437	200.00	
<b>26-71-70-44-451 Telephone Line Expense</b> ALLO COMMUNICATIONS LLC	Retired Senior Vol P 308-762-1293 RSVP 1	Retired Senior Vol Program	Cultural and Leisure 150099	34.36	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>26-71-70-44-452 Long Distance Expense</b>	Retired Senior Vol P	Retired Senior Vol Program	Cultural and Leisure		
ALLO COMMUNICATIONS LLC	308-762-5400 RSVP	150099	04/24/2023	.68	
Total Retired Senior Vol Program:				579.69	
Total Cultural and Leisure Services:				579.69	
Total Retired Senior Vol Program:				579.69	
<b>Economic Development Fund</b>					
<b>35-61-64-43-313 Other Attorney Fees - ED</b>	Economic Develop	Economic Development Support	Community Develop		
SIMMONS OLSEN LAW FIRM, P.C.	CRA	806340	04/30/2023	137.50	
<b>35-61-64-43-313 Other Attorney Fees - ED</b>	Economic Develop	Economic Development Support	Community Develop		
SIMMONS OLSEN LAW FIRM, P.C.	HEARTLAND FLATS MALL/TIFF	806341	04/30/2023	87.50	
<b>35-61-64-43-313 Other Attorney Fees - ED</b>	Economic Develop	Economic Development Support	Community Develop		
SIMMONS OLSEN LAW FIRM, P.C.	ALLIANCE EATING VENTURES/EDA	806343	04/30/2023	120.00	
<b>35-61-64-47-752 Box Butte Development Corp</b>	Economic Develop	Economic Development Support	Community Develop		
BOX BUTTE DEVELOPMENT CORP	QUARTERLY DUES OPERATING	2023_C	03/13/2023	18,925.00	
<b>35-61-64-47-752 Box Butte Development Corp</b>	Economic Develop	Economic Development Support	Community Develop		
BOX BUTTE DEVELOPMENT CORP	QUARTERLY DUES OPERATING	2022_B	11/28/2022	18,925.00	
Total Economic Development Support:				38,195.00	
Total Community Development:				38,195.00	
Total Economic Development Fund:				38,195.00	
<b>Redevelopment Fund</b>					
<b>37-61-69-58-821 W &amp; N Principal</b>	Redevelopment Fun	Redevelopment	Community Develop		
MJLC LLC	TIFF #2 STATE PROPERTY TAX CR	MAY-23	05/09/2023	235.06	
<b>37-61-69-58-821 W &amp; N Principal</b>	Redevelopment Fun	Redevelopment	Community Develop		
MJLC LLC	TIFF #2	MAY-23	05/09/2023	4,015.72	
Total Redevelopment:				4,250.78	
Total Community Development:				4,250.78	
Total Redevelopment Fund:				4,250.78	
<b>Capital Projects Fund</b>					
<b>41-41-46-59-915 Capital Outlay-Buildings</b>	Capital Projects Fun	Municipal Building	Public Facilities		
BAKER & ASSOCIATES, INC.	CITY HALL DESIGN	31577	04/21/2023	838.00	
Total Municipal Building:				838.00	
Total Public Facilities:				838.00	
Total Capital Projects Fund:				838.00	
<b>Administration Internal Service</b>					
<b>51-13-13-42-242 Employee Assistance Program</b>	Administration Intern	Personnel	Personnel		
SEASONS OF HOPE COUNSELING	PROFESSIONAL SERVICES	5476	04/25/2023	130.00	
<b>51-13-13-42-242 Employee Assistance Program</b>	Administration Intern	Personnel	Personnel		
SEASONS OF HOPE COUNSELING	PROFESSIONAL SERVICES	5535	05/02/2023	130.00	
<b>51-13-13-43-381 DOT Testing</b>	Administration Intern	Personnel	Personnel		
BOX BUTTE GENERAL HOSPITAL	DRUG AND ALCOHOL TESTING	45614-0023	04/05/2023	58.00	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>51-13-13-44-423 Database Subscriptions</b> PAYLOCITY CORPORATION	Adminstration Intern COMPLETE HCM SOLUTION	Personnel INV1323423	Personnel 03/20/2023	1,383.14	
<b>51-13-13-44-423 Database Subscriptions</b> PAYLOCITY CORPORATION	Adminstration Intern COMPLETE HCM SOLUTION	Personnel INV1282290	Personnel 02/20/2023	1,421.15	
<b>51-13-13-44-423 Database Subscriptions</b> PAYLOCITY CORPORATION	Adminstration Intern COMPLETE HCM SOLUTION	Personnel INV1253466	Personnel 01/20/2023	5,107.61	
<b>51-13-13-44-423 Database Subscriptions</b> PAYLOCITY CORPORATION	Adminstration Intern COMPLETE HCM SOLUTION	Personnel INV1363905	Personnel 04/20/2023	1,482.54	
<b>51-13-13-44-436 Mail, Delivery Services</b> QUADIENT FINANCE USA INC	Adminstration Intern POSTAGE	Personnel 150098	Personnel 05/09/2023	4.80	
<b>51-13-13-44-451 Telephone Line Expense</b> ALLO COMMUNICATIONS LLC	Adminstration Intern 308-762-5400 PERSONNEL	Personnel 150099	Personnel 04/24/2023	17.24	
<b>51-13-13-44-452 Long Distance Expense</b> ALLO COMMUNICATIONS LLC	Adminstration Intern 308-762-5400 PERSONNEL 2	Personnel 150099	Personnel 04/24/2023	1.83	
Total Personnel:				9,736.31	
Total Personnel:				9,736.31	
<b>51-14-14-43-311 City Attorney Retainer</b> SIMMONS OLSEN LAW FIRM, P.C.	Adminstration Intern RETAINER	Legal 806345	Legal 04/30/2023	6,084.06	
Total Legal:				6,084.06	
Total Legal:				6,084.06	
<b>51-17-17-43-335 Other Technical Services</b> BYTES COMPUTER	Adminstration Intern MONTHLY BILLING	MIS CW35093	Technology 03/02/2023	7,413.66	
<b>51-17-17-43-335 Other Technical Services</b> BYTES COMPUTER	Adminstration Intern MONTHLY BILLING	MIS CW35533	Technology 05/01/2023	7,461.67	
<b>51-17-17-43-335 Other Technical Services</b> BYTES COMPUTER	Adminstration Intern MONTHLY BILLING	MIS CW34863	Technology 02/07/2023	7,417.66	
<b>51-17-17-44-436 Mail, Delivery Services</b> QUADIENT FINANCE USA INC	Adminstration Intern POSTAGE	MIS 150098	Technology 05/09/2023	1.08	
<b>51-17-17-44-451 Telephone Line Expense</b> ALLO COMMUNICATIONS LLC	Adminstration Intern 308-762-5400 MIS	MIS 150099	Technology 04/24/2023	5.75	
<b>51-17-17-44-451 Telephone Line Expense</b> CHARTER COMMUNICATIONS	Adminstration Intern 8356 15 100 0175004	MIS 017500404152	Technology 04/15/2023	15.82	05/01/2023
<b>51-17-17-44-452 Long Distance Expense</b> ALLO COMMUNICATIONS LLC	Adminstration Intern 308-762-5400 MIS 2	MIS 150099	Technology 04/24/2023	.50	
<b>51-17-17-44-457 Internet Operating Expense</b> ALLO COMMUNICATIONS LLC	Adminstration Intern 308-762-5400 MIS 3	MIS 150099	Technology 04/24/2023	500.00	
<b>51-17-17-44-457 Internet Operating Expense</b> ALLO COMMUNICATIONS LLC	Adminstration Intern 308-762-4955 INTERNET	MIS 150099	Technology 04/24/2023	62.00	
<b>51-17-17-44-457 Internet Operating Expense</b> ALLO COMMUNICATIONS LLC	Adminstration Intern 308-762-2384 INTERNET	MIS 150099	Technology 04/24/2023	55.00	
<b>51-17-17-44-457 Internet Operating Expense</b> ALLO COMMUNICATIONS LLC	Adminstration Intern 308-762-1387 INTERNET	MIS 150099	Technology 04/24/2023	50.00	
<b>51-17-17-44-457 Internet Operating Expense</b> MOBIUS COMMUNICATIONS CO.	Adminstration Intern 012-762-9048	MIS 150080	Technology 05/01/2023	40.00	
<b>51-17-17-44-457 Internet Operating Expense</b> MOBIUS COMMUNICATIONS CO.	Adminstration Intern 308-762-4512	MIS 150101	Technology 05/01/2023	50.00	
<b>51-17-17-44-457 Internet Operating Expense</b> TELECOM WEST INC	Adminstration Intern MONTHLY WIRELESS INTERNET-M	MIS 281596MAY	Technology 05/02/2023	49.95	
<b>51-17-17-45-526 Other Supplies</b> BERNIES ACE HARDWARE	Adminstration Intern SUPPLIES	MIS 277526	Technology 04/28/2023	9.58	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>51-17-17-59-941 Capital Outlay-Computers</b>	Administration Intern MIS		Technology		
BYTES COMPUTER	WORKSTATION REPLACEMENTS	CW35036	03/02/2023	1,375.00	
<b>51-17-17-59-942 Computer System</b>	Administration Intern MIS		Technology		
BYTES COMPUTER	SERVER OS UPGRADES	CW35033	03/02/2023	7,500.00	
<b>51-17-17-59-942 Computer System</b>	Administration Intern MIS		Technology		
CDW GOVERNMENT INC	APC Replacement Battery cartridge #	JF48787	04/24/2023	2,502.64	
Total MIS:				34,510.31	
Total Technology:				34,510.31	
<b>51-21-21-42-294 Conferences, Cont Education</b>	Administration Intern Accounting		Finance		
LEAGUE OF NEBRASKA MUNICIPAL	CONFERENCE BAKER	150079	05/04/2023	425.00	
<b>51-21-21-44-431 Legal, Public Notices</b>	Administration Intern Accounting		Finance		
ALLIANCE TIMES HERALD	CITY CLAIMS	150087	04/26/2023	52.30	
<b>51-21-21-44-436 Mail, Delivery Services</b>	Administration Intern Accounting		Finance		
QUADIENT FINANCE USA INC	POSTAGE	150098	05/09/2023	171.00	
<b>51-21-21-44-451 Telephone Line Expense</b>	Administration Intern Accounting		Finance		
ALLO COMMUNICATIONS LLC	308-762-5400 ACCOUNTING	150099	04/24/2023	63.09	
<b>51-21-21-44-452 Long Distance Expense</b>	Administration Intern Accounting		Finance		
ALLO COMMUNICATIONS LLC	308-762-5400 ACCOUNTING 2	150099	04/24/2023	12.18	
<b>51-21-21-44-456 Cellular Telephone Expense</b>	Administration Intern Accounting		Finance		
FIRSTNET	CELL PHONE FINANCE	MAR-23	05/01/2023	46.33	05/01/2023
<b>51-21-21-44-456 Cellular Telephone Expense</b>	Administration Intern Accounting		Finance		
FIRSTNET	CELL PHONE FINANCE	FEB-23	05/01/2023	46.33	05/01/2023
<b>51-21-21-44-456 Cellular Telephone Expense</b>	Administration Intern Accounting		Finance		
FIRSTNET	CELL PHONE FINANCE	APR-23	05/01/2023	46.29	05/01/2023
<b>51-21-21-45-526 Other Supplies</b>	Administration Intern Accounting		Finance		
DELUXE BUSINESS FORMS	DEPOSIT SLIPS-MAIN ACCT	150075	04/28/2023	218.77	
Total Accounting:				1,081.29	
Total Finance:				1,081.29	
Total Administration Internal Service:				51,411.97	
<b>Enterprise Internal Service</b>					
<b>55-21-23-44-436 Mail, Delivery Services</b>	Enterprise Internal S Utility Customer Service		Finance		
POSTMASTER	ADVANCE DEPOSIT ACCOUNT	150093	03/02/2023	200.00	
<b>55-21-23-44-436 Mail, Delivery Services</b>	Enterprise Internal S Utility Customer Service		Finance		
QUADIENT FINANCE USA INC	POSTAGE	150098	05/09/2023	770.87	
<b>55-21-23-44-451 Telephone Line Expense</b>	Enterprise Internal S Utility Customer Service		Finance		
ALLO COMMUNICATIONS LLC	308-762-5400 UTILITY CUST SERVI	150099	04/24/2023	57.35	
<b>55-21-23-44-452 Long Distance Expense</b>	Enterprise Internal S Utility Customer Service		Finance		
ALLO COMMUNICATIONS LLC	308-762-5400 UTILITY CUST SERVI	150099	04/24/2023	2.56	
<b>55-21-23-44-479 CNTSVC Other</b>	Enterprise Internal S Utility Customer Service		Finance		
PAYMENT SERVICE NETWORK INC	GATEWAY FEE	APRIL 2023	05/02/2023	59.95	
<b>55-21-23-45-511 Office Supplies</b>	Enterprise Internal S Utility Customer Service		Finance		
NEBRASKA TOTAL OFFICE	ENVELOPES	0121655-001	04/25/2023	98.48	
<b>55-21-23-45-511 Office Supplies</b>	Enterprise Internal S Utility Customer Service		Finance		
QUILL CORPORATION	OFFICE SUPPLIES	31820398	04/06/2023	304.19	
<b>55-21-23-45-526 Other Supplies</b>	Enterprise Internal S Utility Customer Service		Finance		
DELUXE BUSINESS FORMS	DEPOSIT SLIPS-UTILITY	150075	04/28/2023	218.77	
Total Utility Customer Service:				1,712.17	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>55-21-24-44-451 Telephone Line Expense</b>	Enterprise Internal S	Meter Reading	Finance		
ALLO COMMUNICATIONS LLC	308-762-5400 METER READING	150099	04/24/2023	5.75	
<b>55-21-24-45-551 Fuel,Oil,Lube-Veh,Mach,Equip</b>	Enterprise Internal S	Meter Reading	Finance		
VOYAGER FLEET SYSTEMS INC	FUEL	869456715231	05/09/2023	74.25	
Total Meter Reading:				80.00	
Total Finance:				1,792.17	
<b>55-51-56-44-441 Electricity</b>	Enterprise Internal S	Warehouse	Utility Superintendent		
COA UTILITIES	ELECTRIC	APRIL 4/23	04/21/2023	4,511.50	05/02/2023
<b>55-51-56-44-442 Water-Sewer</b>	Enterprise Internal S	Warehouse	Utility Superintendent		
COA UTILITIES	WATER / SEWER	APRIL 4/23	04/21/2023	9.25	05/02/2023
<b>55-51-56-44-443 Refuse</b>	Enterprise Internal S	Warehouse	Utility Superintendent		
COA UTILITIES	REFUSE	APRIL 4/23	04/21/2023	96.08	05/02/2023
<b>55-51-56-44-451 Telephone Line Expense</b>	Enterprise Internal S	Warehouse	Utility Superintendent		
ALLO COMMUNICATIONS LLC	308-762-1907 UTILITY FACILITY	150099	04/24/2023	206.19	
<b>55-51-56-44-451 Telephone Line Expense</b>	Enterprise Internal S	Warehouse	Utility Superintendent		
ALLO COMMUNICATIONS LLC	308-762-5400 FAC MAINTANCE	150099	04/24/2023	11.49	
<b>55-51-56-44-452 Long Distance Expense</b>	Enterprise Internal S	Warehouse	Utility Superintendent		
ALLO COMMUNICATIONS LLC	308-762-5400 WAREHOUSE	150099	04/24/2023	.79	
<b>55-51-56-44-483 NRCNTSVC-Building Public Wrks</b>	Enterprise Internal S	Warehouse	Utility Superintendent		
VAN PELT FENCING CO. INC.	WEST GATE	9813	04/04/2023	700.50	
<b>55-51-56-44-483 NRCNTSVC-Building Public Wrks</b>	Enterprise Internal S	Warehouse	Utility Superintendent		
BUD'S PEST CONTROL	PUBLIC WORKS PEST CONTROL	4931	04/07/2023	100.00	
<b>55-51-56-45-511 Office Supplies</b>	Enterprise Internal S	Warehouse	Utility Superintendent		
IDEAL LINEN INC	SUPPLIES	466100	05/01/2023	16.00	
<b>55-51-56-45-511 Office Supplies</b>	Enterprise Internal S	Warehouse	Utility Superintendent		
QUILL CORPORATION	OFFICE SUPPLIES	31915389	04/12/2023	55.59	
<b>55-51-56-45-512 Computer Supplies</b>	Enterprise Internal S	Warehouse	Utility Superintendent		
QUILL CORPORATION	COMPUTER SUPPLIES	31915389	04/12/2023	78.29	
Total Warehouse:				5,785.68	
Total Utility Superintendent:				5,785.68	
Total Enterprise Internal Service:				7,577.85	
<b>Health Care Internal Service</b>					
<b>57-81-81-42-231 Employee Life Insurance</b>	Health Care Internal	Health Support	Personnel		
REGIONAL CARE, INC.	EMPLOYEE LIFE INSURANCE	150096	05/01/2023	.00	
<b>57-81-81-42-281 Specific Premium</b>	Health Care Internal	Health Support	Personnel		
REGIONAL CARE, INC.	SPECIFIC PREMIUM	150096	05/01/2023	32,179.70	
<b>57-81-81-42-285 Transplant Coverage</b>	Health Care Internal	Health Support	Personnel		
REGIONAL CARE, INC.	TRANSPLANAT COVERAGE	150096	05/01/2023	1,240.86	
<b>57-81-81-42-286 Aggregate Premium</b>	Health Care Internal	Health Support	Personnel		
REGIONAL CARE, INC.	AGGREGATE PREMIUM	150096	05/01/2023	1,149.06	
<b>57-81-81-42-288 Employee Insurance Admin</b>	Health Care Internal	Health Support	Personnel		
REGIONAL CARE, INC.	EMPLOYEE INSURANCE ADMIN	150096	05/01/2023	2,274.70	
<b>57-81-81-42-289 Vision Premium</b>	Health Care Internal	Health Support	Personnel		
REGIONAL CARE, INC.	VISION	150096	05/01/2023	1,268.44	
<b>57-81-81-43-379 Other Contract Operating Svcs</b>	Health Care Internal	Health Support	Personnel		
REGIONAL CARE, INC.	HAYS PREMIUM	150096	05/01/2023	2,500.00	
Total Health Support:				40,612.76	

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GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Segment Department Net Invoice Amount	Date Paid
Total Personnel:				<u>40,612.76</u>	
Total Health Care Internal Service:				<u>40,612.76</u>	
Grand Totals:				<u><u>646,236.80</u></u>	

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Manager: \_\_\_\_\_

City Treasurer: \_\_\_\_\_

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Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

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# MEMORANDUM

**To:** SHELBI PITT, CITY CLERK  
**From:** TROY SHOEMAKER, FIRE CHIEF  
**Date:** MAY 11, 2023  
**Subject:** UPDATED AVFD ROSTER



BELOW IS OUR ROSTER WITH OUR STRENGTH CURRENTLY BEING **51** VOLUNTEERS.

1. PATRICK AERNI
2. MARIA BAGLIERI
3. JACOB BEALS
4. ELIJAH BUDD
5. JOSHUA CARR
- 6. JOHN DAHLBERG – ADD 5/10/23**
7. TONY DENTLER
8. SERON DILLARD
9. KIM GALYEN
10. DAN GILROY
11. JESSE (KENT) GRIFFEN
12. RICHARD HASLOW
13. CALEB HATCH
14. YENISEY YADIRA HEREDIA
- 15. RON HERRMAN – ADD 5/10/23**
16. NICHOLAS HINMAN
17. SHANE HOBBS
18. MASON HOLMES
19. KEN HUFF
20. MEGAN HUFF
21. JOSH JENSEN
22. EARL JONES
23. MARTY JONES
24. JEFFERY JURADO
25. CODI LASHLEY
26. ALLEN LORENSEN
27. MIKE MADY
28. MAURICIO MALDONADO
29. MEGAN MCLAUGHLIN
30. JEFF MEER
31. DAVID MEGGISON
32. ALEXIS MURRAY
33. JACOB PERKINS
34. RANDY PRALL
35. NATE RAU
36. THEODORE ROZMIAREK
37. BRAD SCHRUM
38. BRADAN SEIDLER
39. LAURA SHOEMAKER
40. TROY SHOEMAKER
41. MEAGAN SHREWSBURY
42. LARRY STEELE
43. TROY STRANG
44. HOWARD J. TAYLOR III
45. DENNY THOMPSON
46. FRANK THOMPSON
47. GROVER THOMPSON
48. TAYLOR VOGEL
49. LEROY WEARE
50. ANTHONY WILCOX
51. DOROTHY ZANDER

# Narrative

## May 16, 2023



### **RESOLUTION – ADOPT THE 2023 ONE AND SIX YEAR PLAN FOR ROADWAY MAINTENANCE**

In order to stay compliant with State mandates, the city has prepared this updated one-year plan as part of the one and six year plan. This plan was reviewed and accepted by the Planning and Zoning Commission on May 9, 2023. These plans are no longer submitted to the state but must be on file should they enquire about it.

The attached plan was created by Ross Grant in conjunction with MC Schaff Engineers last fall.

### **RECOMMENDATION: APPROVE RESOLUTION ADOPTING THE 2023 ONE AND SIX YEAR PLAN FOR ROADWAY MAINTENANCE**

RESOLUTION NO. 23-32

*WHEREAS*, The City of Alliance is required to maintain a One and Six Year Plan for Roadway Maintenance; and

*WHEREAS*, The Planning & Zoning Board of the City of Alliance approved the attached One and Six Year Plan for Roadway Maintenance at its meeting of May 9, 2023.

*NOW, THEREFORE, BE IT RESOLVED*, by the Mayor and City Council of Alliance, Nebraska, that the attached 2023 One and Six Year Plan for Roadway Maintenance is hereby approved and adopted.

PASSED AND APPROVED this 16th day of May, 2023.

\_\_\_\_\_  
Brian Mischnick, Vice-Mayor

(SEAL)

Attest: \_\_\_\_\_  
Shelbi Pitt, City Clerk

Approved as to Form and Legality:

\_\_\_\_\_  
Simmons Olsen Law Office, Legal Counsel

City of Alliance (2023) 1 Yr Street Projects

Engineer's Estimate 11/21/2022

<i>Project</i>	<i>Location</i>	<i>Estimated Project Cost</i>
<b><i>Asphalt Rehabilitation Project(s)</i></b>		
Park Knoll	Box Butte Avenue to Sweetwater Avenue	\$155,500.00
12th Street	Box Butte Avenue to Sweetwater Avenue	\$118,900.00
14th Street	Cheyenne Avenue to Sweetwater Avenue	\$289,000.00
Box Butte Avenue	14th Street to 25th Street	\$880,800.00
Hammond Lane	Buchfink Avenue to 14th Street	\$118,600.00
Grove Avenue	14th Street to 16th Street	\$112,700.00
14th Street	Buchfink West To Dead End	\$198,200.00
16th Street	Buchfink West To Dead End	\$46,700.00
<b>Total Project Cost Asphalt Rehabilitation</b>		<b>\$1,920,400.00</b>
<b><i>Concrete Reconstruct Project</i></b>		
Buchfink	14th Street to 16th Street	\$502,700.00
<b>Total Project Cost Concrete Reconstruct</b>		<b>\$502,700.00</b>

**Park Knoll - Box Butte to Sweetwater**

**Engineer's Estimate 11/21/2022**

Bid Item	Quantity		Description	Unit	Extension
1	1	LS	Mobilization	\$12,000.00 / LS	\$12,000.00
2	1	LS	Traffic Control and Safety	\$1,500.00 / LS	\$1,500.00
3	200	SF	Remove Existing Pavement, Curb, Walk	\$5.00 / SF	\$1,000.00
4	360	SY	Cold Milling Class 3 (Uniform-Concrete)	\$11.00 / SY	\$3,960.00
5	1,600	SY	Cold Milling Class 4 (Tapered-Concrete)	\$7.00 / SY	\$11,200.00
6	3,200	SY	Paving Fabric	\$5.00 / SY	\$16,000.00
7	3,200	SY	Asphalt Concrete, Type SPR w/PG 64-34 Binder	\$20.00 / SY	\$64,000.00
9	100	LF	30-Inch PCC Curb & Gutter	\$60.00 / LF	\$6,000.00
10	50	SY	6-Inch PCC Pavement	\$80.00 / SY	\$4,000.00
11	4	EA	Adjust Manhole to Grade	\$4,000.00 / EA	\$16,000.00

Total Estimated Construction Toluca Avenue = \$135,660.00

Total Estimated Engineering Costs = \$14,840.00

Total Estimated Contingency Costs = \$5,000.00

Total Estimated Project Costs	=	\$155,500.00
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**12th Street - Box Butte to Sweetwater**

**Engineer's Estimate 11/21/2022**

Bid Item	Quantity		Description	Unit	Extension
1	1	LS	Mobilization	\$12,000.00 / LS	\$12,000.00
2	1	LS	Traffic Control and Safety	\$1,500.00 / LS	\$1,500.00
3	200	SF	Remove Existing Pavement, Curb, Walk	\$5.00 / SF	\$1,000.00
4	400	SY	Cold Milling Class 3 (Uniform-Concrete)	\$11.00 / SY	\$4,400.00
5	1,300	SY	Cold Milling Class 4 (Tapered-Concrete)	\$7.00 / SY	\$9,100.00
6	2,100	SY	Paving Fabric	\$5.00 / SY	\$10,500.00
7	2,100	SY	Asphalt Concrete, Type SPR w/PG 64-34 Binder	\$20.00 / SY	\$42,000.00
8	10	TON	Asphalt Concrete for Patching, SPR w/Binder	\$210.00 / TON	\$2,100.00
9	40	LF	30-Inch PCC Curb & Gutter	\$60.00 / LF	\$2,400.00
10	20	SY	6-Inch PCC Pavement	\$80.00 / SY	\$1,600.00
11	4	EA	Adjust Manhole to Grade	\$4,000.00 / EA	\$16,000.00

Total Estimated Construction Cost 12th Street = \$102,600.00

Total Estimated Engineering Costs = \$11,300.00

Total Estimated Contingency Costs = \$5,000.00

Total Estimated Project Costs	=	\$118,900.00
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**14th Street - Cheyenne to Sweetwater**

**Engineer's Estimate 11/21/2022**

Bid Item	Quantity		Description	Unit	Extension
1	1	LS	Mobilization	\$12,000.00 / LS	\$20,000.00
2	1	LS	Traffic Control and Safety	\$1,500.00 / LS	\$3,000.00
3	3,000	SF	Remove Existing Pavement, Curb, Walk	\$5.00 / SF	\$15,000.00
4	400	SY	Cold Milling Class 3 (Uniform-Concrete)	\$11.00 / SY	\$4,400.00
5	2,700	SY	Cold Milling Class 4 (Tapered-Concrete)	\$7.00 / SY	\$18,900.00
6	6,000	SY	Paving Fabric	\$5.00 / SY	\$30,000.00
7	6,000	SY	Asphalt Concrete, Type SPR w/PG 64-34 Binder	\$20.00 / SY	\$120,000.00
8	20	TON	Asphalt Concrete for Patching, SPR w/Binder	\$210.00 / TON	\$4,200.00
9	100	LF	30-Inch PCC Curb & Gutter	\$60.00 / LF	\$6,000.00
10	50	SY	6-Inch PCC Pavement	\$80.00 / SY	\$4,000.00
11	8	EA	Adjust Manhole to Grade	\$4,000.00 / EA	\$32,000.00

Total Estimated Construction Cost 14th Street = \$257,500.00

Total Estimated Engineering Costs = \$26,500.00

Total Estimated Contingency Costs = \$5,000.00

Total Estimated Project Costs	=	\$289,000.00
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**Box Butte - 14th Street to 25th Street**

**Engineer's Estimate 11/21/2022**

Bid Item	Quantity		Description	Unit	Extension
1	1	LS	Mobilization	\$45,000.00 / LS	\$65,000.00
2	1	LS	Traffic Control and Safety	\$5,000.00 / LS	\$5,000.00
3	4,000	SF	Remove Existing Pavement, Curb, Walk	\$5.00 / SF	\$20,000.00
4	1,400	SY	Cold Milling Class 3 (Uniform-Concrete)	\$11.00 / SY	\$15,400.00
5	7,200	SY	Cold Milling Class 4 (Tapered-Concrete)	\$7.00 / SY	\$50,400.00
6	26,500	SY	Paving Fabric	\$5.00 / SY	\$132,500.00
7	26,500	SY	Asphalt Concrete, Type SPR w/PG 64-34 Binder	\$15.00 / SY	\$397,500.00
8	200	TON	Asphalt Concrete for Patching, SPR w/Binder	\$180.00 / TON	\$36,000.00
9	500	LF	30-Inch PCC Curb & Gutter	\$40.00 / LF	\$20,000.00
10	300	SY	6-Inch PCC Pavement	\$60.00 / SY	\$18,000.00
11	12	EA	Adjust Manhole to Grade	\$4,000.00 / EA	\$48,000.00

Total Estimated Construction Cost Box Butte = \$807,800.00

Total Estimated Engineering Costs = \$63,000.00

Total Estimated Contingency Costs = \$10,000.00

Total Estimated Project Costs	=	\$880,800.00
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**Hammond Lane - Buchfink Avenue to 14th Street**

**Engineer's Estimate 11/21/2022**

Bid Item	Quantity		Description	Unit	Extension
1	1	LS	Mobilization	\$10,000.00 / LS	\$10,000.00
2	1	LS	Traffic Control and Safety	\$1,500.00 / LS	\$1,500.00
3	200	SF	Remove Existing Pavement, Curb, Walk	\$5.00 / SF	\$1,000.00
4	300	SY	Cold Milling Class 1 (Uniform-Asphalt)	\$11.00 / SY	\$3,300.00
5	1,700	SY	Cold Milling Class 2 (Tapered-Asphalt)	\$7.00 / SY	\$11,900.00
6	500	GAL	Emulsified Tack Coat	\$5.00 / GAL	\$2,500.00
7	3,200	SY	Asphalt Concrete, Type SPR w/PG 64-34 Binder	\$20.00 / SY	\$64,000.00
8	5	TON	Asphalt Concrete for Patching, SPR w/Binder	\$210.00 / TON	\$1,050.00
9	20	LF	30-Inch PCC Curb & Gutter	\$60.00 / LF	\$1,200.00
10	20	SY	6-Inch PCC Pavement	\$80.00 / SY	\$1,600.00
11	2	EA	Adjust Manhole to Grade	\$4,000.00 / EA	\$8,000.00

Total Estimated Construction Cost Hammond = \$106,050.00

Total Estimated Engineering Costs = \$9,550.00

Total Estimated Contingency Costs = \$3,000.00

Total Estimated Project Costs	=	\$118,600.00
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**Grove Avenue - 14th Street to 16th Street**

**Engineer's Estimate 11/21/2022**

Bid Item	Quantity		Description	Unit	Extension
1	1	LS	Mobilization	\$10,000.00 / LS	\$12,000.00
2	1	LS	Traffic Control and Safety	\$1,500.00 / LS	\$1,500.00
3	80	SF	Remove Existing Pavement, Curb, Walk	\$5.00 / SF	\$400.00
4	400	SY	Cold Milling Class 1 (Uniform-Asphalt)	\$11.00 / SY	\$4,400.00
5	1,100	SY	Cold Milling Class 2 (Tapered-Asphalt)	\$7.00 / SY	\$7,700.00
6	400	GAL	Emulsified Tack Coat	\$5.00 / GAL	\$2,000.00
7	2,700	SY	Asphalt Concrete, Type SPR w/PG 64-34 Binder	\$20.00 / SY	\$54,000.00
8	20	TON	Asphalt Concrete for Patching, SPR w/Binder	\$210.00 / TON	\$4,200.00
9	20	LF	30-Inch PCC Curb & Gutter	\$60.00 / LF	\$1,200.00
10	20	SY	6-Inch PCC Pavement	\$80.00 / SY	\$1,600.00
11	3	EA	Adjust Manhole to Grade	\$4,000.00 / EA	\$12,000.00

Total Estimated Construction Cost Grove = \$101,000.00

Total Estimated Engineering Costs = \$8,700.00

Total Estimated Contingency Costs = \$3,000.00

Total Estimated Project Costs	=	\$112,700.00
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**14th Street - Buchfink to Dead End**

**Engineer's Estimate 11/21/2022**

Bid Item	Quantity		Description	Unit	Extension
1	1	LS	Mobilization	\$15,000.00 / LS	\$15,000.00
2	1	LS	Traffic Control and Safety	\$1,500.00 / LS	\$1,000.00
3	100	SF	Remove Existing Pavement, Curb, Walk	\$5.00 / SF	\$500.00
4	200	SY	Cold Milling Class 1 (Uniform-Asphalt)	\$11.00 / SY	\$2,200.00
5	2,400	SY	Cold Milling Class 2 (Tapered-Asphalt)	\$7.00 / SY	\$16,800.00
6	900	GAL	Emulsified Tack Coat	\$5.00 / GAL	\$4,500.00
7	5,500	SY	Asphalt Concrete, Type SPR w/PG 64-34 Binder	\$20.00 / SY	\$110,000.00
8	20	TON	Asphalt Concrete for Patching, SPR w/Binder	\$210.00 / TON	\$4,200.00
9	80	LF	30-Inch PCC Curb & Gutter	\$60.00 / LF	\$4,800.00
10	20	SY	6-Inch PCC Pavement	\$80.00 / SY	\$1,600.00
11	4	EA	Adjust Manhole to Grade	\$4,000.00 / EA	\$16,000.00

Total Estimated Construction Cost 14th = \$176,600.00

Total Estimated Engineering Costs = \$18,600.00

Total Estimated Contingency Costs = \$3,000.00

Total Estimated Project Costs	=	\$198,200.00
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**16th Street - Buchfink to Dead End**

**Engineer's Estimate 11/21/2022**

Bid Item	Quantity		Description	Unit	Extension
1	1	LS	Mobilization	\$10,000.00 / LS	\$8,000.00
2	1	LS	Traffic Control and Safety	\$1,500.00 / LS	\$1,000.00
3	100	SF	Remove Existing Pavement, Curb, Walk	\$5.00 / SF	\$500.00
4	100	SY	Cold Milling Class 1 (Uniform-Asphalt)	\$11.00 / SY	\$1,100.00
5	500	SY	Cold Milling Class 2 (Tapered-Asphalt)	\$7.00 / SY	\$3,500.00
6	150	GAL	Emulsified Tack Coat	\$5.00 / GAL	\$750.00
7	800	SY	Asphalt Concrete, Type SPR w/PG 64-34 Binder	\$20.00 / SY	\$16,000.00
8	10	TON	Asphalt Concrete for Patching, SPR w/Binder	\$210.00 / TON	\$2,100.00
9	40	LF	30-Inch PCC Curb & Gutter	\$60.00 / LF	\$2,400.00
10	0	SY	6-Inch PCC Pavement	\$80.00 / SY	\$0.00
11	1	EA	Adjust Manhole to Grade	\$4,000.00 / EA	\$4,000.00

Total Estimated Construction Cost 16th = \$39,350.00

Total Estimated Engineering Costs = \$4,350.00

Total Estimated Contingency Costs = \$3,000.00

Total Estimated Project Costs	=	\$46,700.00
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**Buchfink - 14th Street to 16th Street**

**Engineer's Estimate 11/21/2022**

Bid Item	Quantity		Description	Unit	Extension
1	1	LS	Mobilization	\$25,000.00 / LS	\$25,000.00
2	1	LS	Traffic Control and Safety	\$2,500.00 / LS	\$2,500.00
3	3,200	SY	Pavement Removal	\$15.00 / SY	\$48,000.00
3	3,200	SY	Subgrade Preparation	\$10.00 / SY	\$32,000.00
4	3,000	SY	Base Course	\$20.00 / SY	\$60,000.00
5	3,000	SY	6-inch PCC Pavement	\$75.00 / SY	\$225,000.00
6	400	LF	30-Inch PCC Curb & Gutter	\$50.00 / LF	\$20,000.00
7	4	EA	Adjust Utilities	\$4,000.00 / EA	\$16,000.00

Total Estimated Construction Cost Buchfink = \$428,500.00

Total Estimated Engineering Costs = \$64,200.00

Total Estimated Contingency Costs = \$10,000.00

Total Estimated Project Costs	=	\$502,700.00
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# Narrative

## May 16, 2023



### **RESOLUTION NO. 23-33 - EASEMENT AGREEMENT**

This resolution will approve a utility and access easement agreement between the City and Mobius Communications Company. Mobius Communications Company is continuing to bring fiber optic lines to the airport property. This easement is for two different areas.

The first easement area brings fiber capability to Sandhills Drive-In, Rodeo Grounds, and Trap Club to have service if they want it. The easement then continues for approximately 600 feet to Libsack's property.

The second easement area is north of the Veteran's Cemetery to County Road 58.

These areas are not dedicated "public right of way" and therefore a private party easement is necessary for the fiber optic line to be located and installed.

**RECOMMENDATION: APPROVE THE RESOLUTION NO. 23-33 TO AUTHORIZE THE VICE-MAYOR TO SIGN THE EASEMENT AGREEMENT.**

RESOLUTION NO. 23-33

*WHEREAS*, Mobius Communications Company has the desire to install fiber optic line within the Alliance Municipal Airport property; and

*WHEREAS*, The location of the fiber optic line will not be within a City or State right of way, and a private party easement is necessary to locate, install, and maintain the fiber optic line; and

*WHEREAS*, The City desires to enter in to an Utility and Access Easement Agreement with Mobius Communications Company for the installation of an underground fiber optic line in land of the Alliance Municipal Airport; and

*WHEREAS*, City Council believes it is in the best interest of the City of Alliance to enter an Utility and Access Easement Agreement with Mobius Communications Company.

*NOW, THEREFORE, BE IT RESOLVED* by the City Council of the City of Alliance, Nebraska, that the Utility and Access Easement Agreement with Mobius Communications Company is approved; and

*BE IT FURTHER RESOLVED* that the Vice-Mayor is hereby authorized to execute the Utility and Access Easement Agreement on behalf of the City of Alliance, Nebraska.

PASSED AND APPROVED this 16<sup>th</sup> day of May, 2023.

\_\_\_\_\_  
Brian Mischnick, Vice-Mayor

(SEAL)

Attest: \_\_\_\_\_  
Shelbi C Pitt, City Clerk

Approved as to Form and Legality:

\_\_\_\_\_  
Simmons Olsen Law Office, Legal Counsel

## UTILITY AND ACCESS EASEMENT AGREEMENT

The City of Alliance, Nebraska (the "Grantor"), being the owner of the real estate described below (the "Real Estate"), for good and valuable consideration received from Mobius Communications Company (the "Grantee"), hereby grants unto Grantee a perpetual easement for a fiber optic telecommunications utility line, (collectively, the "Utility Line"), for the purposes, and on the terms and conditions set forth in this Utility and Access Easement Agreement ("Easement Agreement"). The parties agree as follows:

1. **Real Estate.** The Real Estate of the Grantor shall be the following:

The N 1/2 of Section 7, Township 24 North, Range 47 West of the 6th P.M., Box Butte County Nebraska; and

The N 1/2 of Section 12, Township 24 North, Range 48 West of the 6th P.M., Box Butte County Nebraska.

2. **Easement Area.** The Utility Line shall generally be located middle of the area described on the attached Utility Easement surveys, and the easement area (the "Easement Area") shall be the areas described on the attached Utility Easement surveys,

3. **Easement Purpose and Areas.** This grant of the perpetual easement shall include:

- A. The right of Grantee and its employees, contractors, and agents to construct, install, operate, inspect, maintain, repair, and remove an underground fiber optic telecommunications utility line and conduit in the Easement Area.
- B. The right of reasonable ingress and egress to Grantee and its employees, contractors, and agents over and across the Easement Area for the limited purposes of construction, installation, operation, inspection, maintenance, repair and removal of the underground fiber optic telecommunications utility line and conduit.
- C. The right of Grantee and its employees, contractors, and agents to reasonably clear the Easement Area of any equipment, growth, or material which would be a hazard or a hindrance to the construction, installation, operation, inspection, maintenance, repair or removal of the said underground fiber optic telecommunications utility line and conduit.
- D. The Grantee's rights hereunder shall be exercised in a reasonable manner and in such a way that will not unduly interfere with the Grantor's use of the Easement Area except as is necessary for the construction, installation, operation, inspection, maintenance, repair or removal of the underground fiber optic telecommunications utility line and conduit.

4. **Maintenance of Easement Area.** Grantee shall be responsible for repairing any damage to the other real estate of the Grantor outside the Easement Area caused by Grantee's construction, installation, operation, inspection, maintenance, repair, or removal of the underground fiber optic telecommunications utility line and conduit. Grantee shall keep the Easement Area and a neat and presentable condition, with intention of the parties that the Utility Line shall be an underground line and that the surface of the Easement Area shall not be unduly disturbed.
5. **Authority; Agreement to Run with the Land.** The parties to this Easement Agreement represent that they each have the authority to enter into this Easement Agreement, that the privileges and obligations of this Easement Agreement shall inure to the benefit of and be binding upon the parties, their heirs, successors and assigns, and further that this Easement Agreement shall run with the land, and be recorded with real estate records in the office of the Box Butte County Clerk.
6. **Reservations and Subordinations.** The Grantee, for itself, its agents, and its successors and assigns, acknowledges that this Easement Agreement is subject to the reservations, required subordinations, and rights of the Grantor set forth in the attached Exhibit A, as the successor of the United States of America to the Real Estate.
7. **Notice of Easement.** The Grantee shall be responsible for reporting and maintaining the Utility Line pursuant to the Nebraska One-Call Notification Act and any successor act.

[SIGNATURE PAGE]

Dated: Effective June 1, 2023

City of Alliance, Nebraska, Grantor

\_\_\_\_\_  
Brian Mischnick, Vice-Mayor

Attest: \_\_\_\_\_  
City Clerk

Mobius Communications Company, Grantee

By: \_\_\_\_\_  
(Title)

State of Nebraska; County of Box Butte ) ss.

The foregoing Easement Agreement was acknowledged before me on this \_\_\_\_ day of May, 2023 by Brian Mischnick of the City of Alliance, Nebraska.

\_\_\_\_\_  
Notary Public

State of Nebraska; County of Box Butte ) ss.

The foregoing Easement Agreement was acknowledged before me on this \_\_\_\_ day of May, 2023 by \_\_\_\_\_, of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

## EXHIBIT A

The Easement Agreement is subordinate to provisions of any existing or future agreement between the Grantor and the United States of America, or any agency thereof, relative to the operation, development, or maintenance of the Grantor's airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.

The Grantee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the Real Estate that in the event facilities are constructed, maintained, or otherwise operated on the Real Estate for a purpose for which a Department of Transportation program or activity extended credit, financing, or consideration or for another purpose involving the provision of similar services or benefits, the Grantee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

The Grantee, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the Real Estate that:

- a. no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;
- b. for the construction of any improvements on, over, or under such Real Estate and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination;
- c. The Grantee shall use the Easement Area in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

The Grantor reserves the right (but shall not be obligated to Grantee) to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the Tenant in this regard.

The Grantor reserves the right further to develop or improve the landing area and all publicly-owned air navigation facilities of the airport as it sees fit, regardless of the desires or views of the Grantee, and without interference or hindrance.

The Grantor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent the Grantee from erecting, or permitting to be erected, any building or other structure on the airport which in the opinion of the Grantor would limit the usefulness of the airport or constitute a hazard to aircraft.

During time of war or national emergency the Grantor shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities and/or other areas or facilities of the airport. If any such agreement is executed, the provisions of this Easement Agreement may be terminated.

It is understood and agreed that the rights granted by this Easement Agreement will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the airport.

There is reserved to the Grantor, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the Easement Area herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the airport.

A UTILITY EASEMENT IN THE NORTH HALF OF SECTION 7, TOWNSHIP 24 NORTH, RANGE 47 WEST, OF THE 6TH PRINCIPAL MERIDIAN, IN BOX BUTTE COUNTY, NEBRASKA, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 24 NORTH, RANGE 47 WEST, OF THE 6TH PRINCIPAL MERIDIAN, THENCE ALONG THE SAID NORTH LINE OF SECTION 7, SOUTH 89°37'41" EAST, A DISTANCE OF 1633.04 FEET, THENCE DEPARTING SAID NORTH LINE, SOUTH 00°22'19" WEST, A DISTANCE OF 313.42 FEET, MORE OR LESS TO THE POINT OF BEGINNING;

THENCE SOUTH 88°55'04" EAST, A DISTANCE OF 1,303.86 FEET;

THENCE ON THE ARC OF A CURVE TO THE RIGHT, A RADIUS OF 133.00 FEET, A CENTRAL ANGLE OF 90°31'43", A DISTANCE OF 210.14 FEET, (A CHORD BEARING SOUTH 43°39'13" EAST, A DISTANCE OF 188.96 FEET);

THENCE SOUTH 01°36'39" WEST, A DISTANCE OF 826.10 FEET;

THENCE SOUTH 88°45'43" EAST, A DISTANCE OF 1,453.93 FEET;

THENCE NORTH 01°27'50" EAST, A DISTANCE OF 35.39 FEET;

THENCE SOUTH 88°31'05" EAST, A DISTANCE OF 612.70 FEET;

THENCE SOUTH 01°28'55" WEST, A DISTANCE OF 16.50 FEET;

THENCE NORTH 88°31'05" WEST, A DISTANCE OF 579.69 FEET;

THENCE SOUTH 01°27'50" WEST, A DISTANCE OF 51.75 FEET;

THENCE NORTH 88°45'43" WEST, A DISTANCE OF 1,520.01 FEET;

THENCE NORTH 01°36'39" EAST, A DISTANCE OF 859.32 FEET;

THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 90°31'43", A DISTANCE OF 158.00 FEET, (A CHORD BEARING NORTH 43°39'13" WEST, A DISTANCE OF 142.07 FEET);

THENCE NORTH 88°55'04" WEST, A DISTANCE OF 1,303.45 FEET;

THENCE NORTH 00°22'19" EAST, A DISTANCE OF 33.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.



**UTILITY EASEMENT**  
 SITUATED IN THE NORTH HALF OF SECTION 7,  
 TOWNSHIP 24 NORTH, RANGE 47 WEST OF THE 6TH P.M., ALSO BEING IN  
 BOX BUTTE COUNTY NEBRASKA

**Survey History**

Date	Description	Initials
04-17-23	FIELD SURVEY	CJG
04-18-23	DRAFTED SURVEY	CJG
04-18-23	FINALIZED SURVEY	CJG

**Wildcat Surveying**  
 307 Chama Street,  
 Humboldt NE 68345  
 Phone: 308-278-2072  
 www.wildcatsurveying.com

**Land Survey**

Project Number:	483-01-2023
Project Location:	Box Butte County Nebraska
Client:	MOBIUS COMMUNICATIONS
Project Code:	Land Mod. Data
Sheet No.:	2 of 2

**POINT OF COMMENCEMENT**  
 NORTHWEST CORNER SECTION 7, T. 24 N., R. 47 W., 6TH P.M.  
 FOUND 5/8" REBAR, NO CAP, 0.5' BELOW SURFACE.  
 MONUMENT MATCHES PRIOR RECORD BY  
 P.L.S. 803 IN MARCH 2020.

**RONALD S. COKER DRIVE**  
 S89°37'41"E 1633.04'  
 S00°22'19"W 313.42'

**P.O.B. UTILITY EASEMENT**  
 BASIS OF BEARINGS - NORTH LINE SECTION 7 - S89°37'41"E 5206.58'

**UTILITY EASEMENT**  
 S88°55'04"E 1303.86'  
 N88°55'04"W 1303.45'

**PROPERTY OWNER:**  
 CITY OF ALLIANCE  
**SECTION 7,**  
 T. 24 N., R. 47 W.,  
 6TH P.M.

**CURVE 2**  
 RADIUS = 100.00'  
 DELTA = 90°31'43"  
 ARC = 158.00'  
 CHORD = 142.07'  
 CHB = N43°39'13"W

**CURVE 1**  
 RADIUS = 133.00'  
 DELTA = 90°31'43"  
 ARC = 210.14'  
 CHORD = 188.96'  
 CHB = S43°39'13"E

**NORTHEAST CORNER SECTION 7,**  
 T. 24 N., R. 47 W., 6TH P.M.  
 FOUND 5/8" REBAR, NO CAP, 0.5'  
 BELOW SURFACE.  
 MONUMENT MATCHES  
 PRIOR RECORD BY  
 P.L.S. 803 IN MARCH 2020.

**COUNTY ROAD 57**  
 S01°12'17"W 2728.69'

**COUNTY ROAD 56**  
 S01°28'55"W 16.50'



**WEST QUARTER CORNER SECTION 7,**  
 T. 24 N., R. 47 W., 6TH P.M.  
 FOUND 1/2" REBAR, NO CAP, 0.1' BELOW SURFACE.  
 MONUMENT MATCHES PRIOR RECORD BY  
 P.L.S. 803 IN MARCH 2020.

- SURVEY LEGEND**
- INDICATES SET 1.5"Ø ORANGE PLASTIC CAP & #5 REBAR, STAMPED "LS 731"
  - ◊ INDICATES FOUND SECTION CORNER AS DESCRIBED
  - ◊ INDICATES FOUND QUARTER SECTION AS DESCRIBED
  - INDICATES SET QUARTER SECTION AS DESCRIBED
  - (M) INDICATES MEASURED DISTANCE BY WILDCAT SURVEYING
  - (R) INDICATES RECORD DISTANCE FROM ORIGINAL RECORDS



**PROPERTY OWNER:**  
 CITY OF ALLIANCE  
**SECTION 7,**  
 T. 24 N., R. 47 W.,  
 6TH P.M.

**UTILITY EASEMENT**  
SITUATED IN THE NORTH HALF OF SECTION 7,  
TOWNSHIP 24 NORTH, RANGE 47 WEST OF THE 6TH P.M. ALSO BEING IN  
BOX BUTTE COUNTY NEBRASKA

Date	Description	Project	Client
04-18-23	FIELD SURVEY	Wildcat Surveying	Wildcat Surveying
04-18-23	DEVELOP SURVEY	Wildcat Surveying	Wildcat Surveying
04-18-23	FINALIZED SURVEY	Wildcat Surveying	Wildcat Surveying

Project Number	Project Location	Client	Project Code	Project Date	Sheet No.	Sheet No.
480-01-2023	Box Butte County Nebraska	MOBIUS COMMUNICATIONS	450	04-18-2023	1 of 2	1

**UTILITY EASEMENT DESCRIPTION**

A UTILITY EASEMENT IN THE NORTH HALF OF SECTION 7, TOWNSHIP 24 NORTH, RANGE 47 WEST, OF THE 6TH PRINCIPAL MERIDIAN, IN BOX BUTTE COUNTY, NEBRASKA, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 24 NORTH, RANGE 47 WEST, OF THE 6TH PRINCIPAL MERIDIAN, THENCE ALONG THE SAID NORTH LINE OF SECTION 7, SOUTH 89°37'41" EAST, A DISTANCE OF 1633.04 FEET, THENCE DEPARTING SAID NORTH LINE, SOUTH 00°22'19" WEST, A DISTANCE OF 313.42 FEET, MORE OR LESS TO THE POINT OF BEGINNING;

THENCE SOUTH 88°55'04" EAST, A DISTANCE OF 1,303.86 FEET;  
 THENCE ON THE ARC OF A CURVE TO THE RIGHT, A RADIUS OF 133.00 FEET, A CENTRAL ANGLE OF 90°31'43" . A DISTANCE OF 210.14 FEET, (A CHORD BEARING SOUTH 43°39'13" EAST, A DISTANCE OF 188.86 FEET);  
 THENCE SOUTH 01°36'39" WEST, A DISTANCE OF 826.10 FEET;  
 THENCE SOUTH 88°45'43" EAST, A DISTANCE OF 1,453.93 FEET;  
 THENCE NORTH 01°27'50" EAST, A DISTANCE OF 36.39 FEET;  
 THENCE SOUTH 88°31'05" EAST, A DISTANCE OF 612.20 FEET;  
 THENCE SOUTH 01°28'55" WEST, A DISTANCE OF 16.50 FEET;  
 THENCE NORTH 88°31'05" WEST, A DISTANCE OF 579.89 FEET;  
 THENCE SOUTH 01°27'50" WEST, A DISTANCE OF 317.85 FEET;  
 THENCE NORTH 88°45'43" WEST, A DISTANCE OF 1,520.01 FEET;  
 THENCE NORTH 01°36'39" EAST, A DISTANCE OF 859.32 FEET;  
 THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 90°31'43" . A DISTANCE OF 158.00 FEET, (A CHORD BEARING NORTH 43°39'13" WEST, A DISTANCE OF 142.07 FEET);  
 THENCE NORTH 88°55'04" WEST, A DISTANCE OF 1,303.45 FEET;  
 THENCE NORTH 00°22'19" EAST, A DISTANCE OF 33.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

**SURVEY NOTES**

- EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS SURVEY, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE: EASEMENTS, OTHER THAN POSSIBLE EASEMENTS WHICH ARE VISIBLE AT THE TIME OF MAKING THIS SURVEY, BUILDING SETBACK LINES, RESTRICTIVE COVENANTS, SUBDIVISION RESTRICTIONS, ZONING OR OTHER LAND-USE REGULATIONS, AND ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE
- ONLY THE RECORD DOCUMENTS NOTED HEREON WERE PROVIDED TO OR DISCOVERED BY WILDCAT SURVEYING. NO ABSTRACT, CURRENT TITLE COMMITMENT NO OTHER RECORD TITLE DOCUMENTATION WAS PROVIDED TO WILDCAT SURVEYING IN THE CREATION OF THIS SURVEY.
- BASIS OF BEARINGS: ALL BEARINGS ARE BASED ON THE LINE NORTH LINE OF SECTION 7, TOWNSHIP 24 NORTH, RANGE 47 WEST, OF THE 6TH PRINCIPAL MERIDIAN, BEING A GRID BEARING OF SOUTH 89°37'41" EAST, A DISTANCE OF 5206.58 FEET AS OBTAINED FROM A GLOBAL POSITIONING SYSTEM (GPS) SURVEY BASED ON THE NEBRASKA HIGH ACCURACY REFERENCE NETWORK (NHAHN). SAID GRID BEARING IS NAD 83 (2011) NEBRASKA STATE PLANE ZONE 2600.
- ALL DIMENSIONS SHOWN HEREON ARE U.S. SURVEY FEET.
- NOTICE: YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE (3) YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON CERTIFICATION SHOWN HEREON.
- THIS SURVEY DOES NOT REPRESENT AN ALTANSFNS LAND TITLE SURVEY.
- THIS SURVEY DOES NOT REFLECT A SEARCH OR DOES IT DEPICT ANY UNDERGROUND UTILITIES OR SUBSURFACE CONFLICTS THAT MAY ARISE.

**SURVEYOR'S CERTIFICATE**

I, CARL JOHN GILBERT, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF NEBRASKA, DO HEREBY CERTIFY THAT THIS SURVEY TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE IN APRIL, 2023, BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON AND THAT SAID SURVEY HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF NEBRASKA DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL APPLICABLE PROVISIONS OF THE BOX BUTTE COUNTY REGULATIONS.

I ATTEST THE ABOVE ON THIS 18TH DAY OF APRIL, 2023.

  
 CARL JOHN GILBERT  
 NEBRASKA PROFESSIONAL LAND SURVEYOR NO. 731  
 FOR AND ON BEHALF OF WILDCAT SURVEYING  
 307 CHURCH STREET  
 HARRISBURG, NE 68345  
 PHONE : 308-278-2072



A UTILITY EASEMENT IN THE NORTH HALF OF SECTION 12, TOWNSHIP 24 NORTH, RANGE 48 WEST, OF THE 6TH PRINCIPAL MERIDIAN, IN BOX BUTTE COUNTY, NEBRASKA, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 24 NORTH, RANGE 48 WEST, OF THE 6TH PRINCIPAL MERIDIAN, THENCE DEPARTING SAID NORTHWEST CORNER OF SECTION 12, SOUTH 01°22'24" WEST, A DISTANCE OF 33.00 FEET, MORE OR LESS TO THE POINT OF BEGINNING;

THENCE ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID SECTION 12 AND BEING 33.00 FEET SOUTH OF SAID NORTH LINE AND ON AN EXISTING FENCE LINE, SOUTH 88°36'58" EAST, A DISTANCE OF 5438.57 FEET, TO A POINT ON THE EAST LINE OF SAID SECTION 12;

THENCE ALONG SAID EAST LINE, SOUTH 01°12'17" WEST, A DISTANCE OF 305.24 FEET;

THENCE DEPARTING SAID EAST LINE, NORTH 88°47'43" WEST, A DISTANCE OF 33.00 FEET;

THENCE ALONG A LINE PARALLEL TO THE EAST LINE OF SAID SECTION 12 AND BEING 33.00 FEET, WEST OF SAID EAST LINE, NORTH 01°12'17" EAST, A DISTANCE OF 288.84 FEET;

THENCE NORTH 88°36'58" WEST, A DISTANCE OF 5405.62 FEET;

THENCE NORTH 01°22'24" EAST, A DISTANCE OF 16.50 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.



# UTILITY EASEMENT

SITUATED IN THE NORTH HALF OF SECTION 12,  
TOWNSHIP 24 NORTH, RANGE 48 WEST OF THE 6TH P.M. ALSO BEING IN  
BOX BUTTE COUNTY NEBRASKA.

## Land Survey

### Plan Sheet

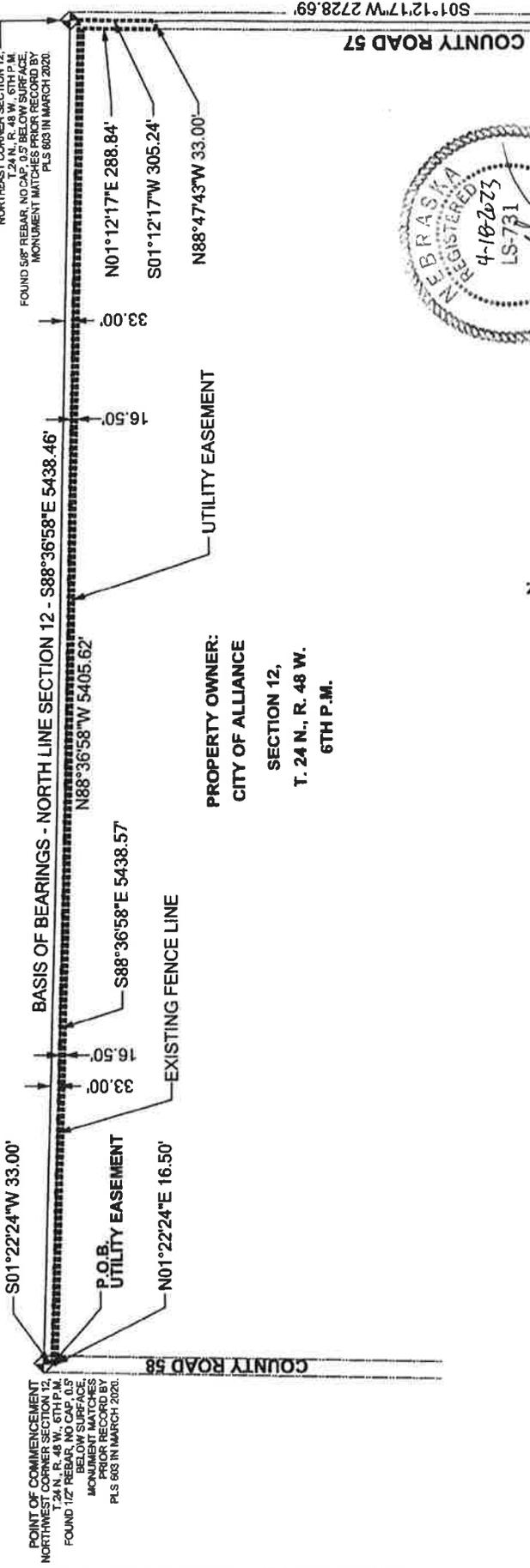
Wildcat Project Number: 489-01-2023  
Project Location: Box Butte County Nebraska  
CLIENT: MOBIUS COMMUNICATIONS  
Project Code: Last Mod. Date Subject Sheet No.  
450 04-18-2023 2 of 2



Wildcat Surveying  
307 Church Street,  
Humboldt NE 68545  
Phone: 308-279-2072  
www.wildcatsurveying.com

### Survey History

Date	Description	Initials
04-17-23	FIELD SURVEY	CJS
04-18-23	DRAWN SURVEY	CJS
04-18-23	FINALIZED SURVEY	CJS



POINT OF COMMENCEMENT  
NORTHWEST CORNER SECTION 12,  
T.24 N., R. 48 W., 6TH P.M.  
FOUND 1/2\"/>

NORTHEAST CORNER SECTION 12,  
T.24 N., R. 48 W., 6TH P.M.  
FOUND 5/8\"/>

PROPERTY OWNER:  
CITY OF ALLIANCE  
SECTION 12,  
T. 24 N., R. 48 W.,  
6TH P.M.



### SURVEY LEGEND

- INDICATES SET 1-5/16\"/>
- ◆ INDICATES FOUND SECTION CORNER AS DESCRIBED
- ⊕ INDICATES FOUND QUARTER SECTION AS DESCRIBED
- INDICATES SET QUARTER SECTION AS DESCRIBED
- (M) INDICATES MEASURED DISTANCE BY WILDCAT SURVEYING
- (R) INDICATES RECORD DISTANCE FROM ORIGINAL RECORDS



EAST QUARTER CORNER SECTION 12,  
T.24 N., R. 48 W., 6TH P.M.  
FOUND 1/2\"/>

COUNTY ROAD 57  
S01°12'17\"/>

COUNTY ROAD 58

## UTILITY EASEMENT

SITUATED IN THE NORTH HALF OF SECTION 12,  
TOWNSHIP 24 NORTH, RANGE 48 WEST OF THE 6TH P.M. ALSO BEING IN  
BOX BUTTE COUNTY NEBRASKA.

### Survey History

Date	Description	Initials
04-17-23	FIELD SURVEY	CJG
04-18-23	DRAFTED SURVEY	CJG
04-18-23	FINALIZED SURVEY	CJG



Wildcat Surveying  
307 Church Street  
Harrisburg, NE 68345  
Phone: 308-279-2072  
www.wildcatsurveying.com

### Land Survey

#### Title Sheet

Wildcat Project Number: 460-01-2023  
Project Location: Box Butte County Nebraska  
CLIENT: MOBILIUS COMMUNICATIONS  
Project (C606) Last Mod. Date: 04-18-2023  
Sheet No. 1 of 2

### UTILITY EASEMENT DESCRIPTION

A UTILITY EASEMENT IN THE NORTH HALF OF SECTION 12, TOWNSHIP 24 NORTH, RANGE 48 WEST, OF THE 6TH PRINCIPAL MERIDIAN, IN BOX BUTTE COUNTY, NEBRASKA, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH-WEST CORNER OF SECTION 12, TOWNSHIP 24 NORTH, RANGE 48 WEST, OF THE 6TH PRINCIPAL MERIDIAN, THENCE DEPARTING SAID NORTHWEST CORNER OF SECTION 12, SOUTH 01°22'24" WEST, A DISTANCE OF 33.00 FEET, MORE OR LESS TO THE POINT OF BEGINNING;

THENCE ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID SECTION 12 AND BEING 33.00 FEET SOUTH OF SAID NORTH LINE AND ON AN EXISTING FENCE LINE, SOUTH 88°36'58" EAST, A DISTANCE OF 5438.57 FEET, TO A POINT ON THE EAST LINE OF SAID SECTION 12;

THENCE ALONG SAID EAST LINE, SOUTH 01°12'17" WEST, A DISTANCE OF 305.24 FEET;

THENCE DEPARTING SAID EAST LINE, NORTH 88°47'43" WEST, A DISTANCE OF 33.00 FEET;

THENCE ALONG A LINE PARALLEL TO THE EAST LINE OF SAID SECTION 12 AND BEING 33.00 FEET, WEST OF SAID EAST LINE, NORTH 01°12'17" EAST, A DISTANCE OF 288.84 FEET;

THENCE NORTH 88°36'58" WEST, A DISTANCE OF 5405.62 FEET;

THENCE NORTH 01°22'24" EAST, A DISTANCE OF 16.50 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

### SURVEY NOTES

1. EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS SURVEY, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE: EASEMENTS, OTHER THAN POSSIBLE EASEMENTS WHICH ARE VISIBLE AT THE TIME OF MAKING THIS SURVEY, BUILDING SETBACK LINES, RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS; ZONING OR OTHER LAND-USE REGULATIONS, AND ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

2. ONLY THE RECORD DOCUMENTS NOTED HEREON WERE PROVIDED TO OR DISCOVERED BY WILDCAT SURVEYING. NO ABSTRACT, CURRENT TITLE COMMITMENT, NO OTHER RECORD TITLE DOCUMENTATION WAS PROVIDED TO WILDCAT SURVEYING IN THE CREATION OF THIS SURVEY.

3. BASIS OF BEARINGS: ALL BEARINGS ARE BASED ON THE LINE NORTH LINE OF SECTION 12, TOWNSHIP 24 NORTH, RANGE 48 WEST, OF THE 6TH PRINCIPAL MERIDIAN, BEING A GRID BEARING OF SOUTH 88°36'58" EAST, A DISTANCE OF 5438.46 FEET AS OBTAINED FROM A GLOBAL POSITIONING SYSTEM (GPS) SURVEY BASED ON THE NEBRASKA HIGH ACCURACY REFERENCE NETWORK (NHARN). SAID GRID BEARING IS NAD 83 (2011) NEBRASKA STATE PLANE ZONE 2800.

4. ALL DIMENSIONS SHOWN HEREON ARE U.S. SURVEY FEET.

5. NOTICE: YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE (3) YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION, BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN (10) YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

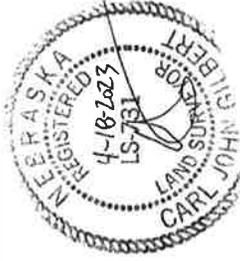
6. THIS SURVEY DOES NOT REPRESENT AN ALTANSPS LAND TITLE SURVEY.

7. THIS SURVEY DOES NOT REFLECT A SEARCH OR DOES IT DEPICT ANY UNDERGROUND UTILITIES OR SUBSURFACE CONFLICTS THAT MAY ARISE.

### SURVEYOR'S CERTIFICATE

I, CARL JOHN GILBERT, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF NEBRASKA, DO HEREBY CERTIFY THAT THIS SURVEY TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE IN APRIL 2023, BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON AND THAT SAID SURVEY HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF NEBRASKA DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL APPLICABLE PROVISIONS OF THE BOX BUTTE REGULATIONS.

I ATTEST THE ABOVE ON THIS 18TH DAY OF APRIL, 2023.



CARL JOHN GILBERT  
NEBRASKA PROFESSIONAL LAND SURVEYOR NO. 731  
FOR AND ON BEHALF OF WILDCAT SURVEYING  
307 CHURCH STREET  
HARRISBURG, NE 68345  
PHONE : 308-279-2072

# Narrative

## May 16, 2023



### PHONE SYSTEM REPLACEMENT

The City of Alliance MIS Department requested \$63,000 on the 2022-2023 capital budget for telephone system replacements. The capital budget was approved with the requested \$63,000 located in GL# 51-17-17-59-940 titled Capital Outlay-Office Equipment.



There are currently four ESI branded phone systems installed. They are located at the Library and Learning Center, Public Works building, Municipal Building, and Knight Museum. They use Voice over Internet Protocol (VoIP or simply an internet connection) to connect the systems together allowing them to communicate with each other and function as one system. All four systems are proposed to be replaced with one system located at the Municipal Building. Each individual phone outside the Municipal Building will utilize VoIP to communicate with the system at City Hall. This will allow the City to include previous outlying facilities, such as the pool and RSVP, in the city phone system. The proposed system will also incorporate individual phone numbers for direct dial capability to certain extensions. This will reduce call volume through the operator and make it easier to get ahold of users that receive large call numbers.

The current systems are 10 years old and experience connectivity issues between facilities. The Knight Museum and Sandhills Center phone system failed completely in March of 2022. They are currently using a loaner from BTS of North Platte until it can be replaced. Currently there isn't any connectivity between the Museum and the rest of the City facilities. The Public Works phone system has become unreliable in the same respect and drops calls on occasion.

The City accepted bids for a premise based VoIP phone system from April 17, 2023 until May 10, 2023 at 2:00 p.m. The City advertised the invitation to bid in the Alliance Times Herald on April 19 and 26, and May 3<sup>rd</sup> of 2023. City staff dispersed copies of the Invitation to Bid and Bid Specs to 4 interested parties. The City received two bids as follows:

Bidder	Amount	Service Contract Year 1	Year 2	Year 3	Year 4
BTS North Platte	\$49,420	Included	\$2500	\$2500	\$2500
Allo Fiber	\$55,930	\$13,776	\$13,776	\$13,776	\$13,776

**RECOMMENDATION: APPROVE THE RESOLUTION PURCHASING A PREMISE BASED PHONE SYSTEM FROM BTS OF NORTH PLATTE.**

RESOLUTION NO. 23-34

*WHEREAS*, The City of Alliance had included in our capital improvements for this fiscal year, the replacement of the phone system at Library and Learning Center, Municipal Building, Public Works and Knight Museum; and

*WHEREAS*, The City of Alliance sent out four Invitations to Bid and received bids from two vendors; and

*WHEREAS*, Staff is recommending the bid of BTS Telecom of North Platte, NE in the amount of Forty-Nine Thousand Four Hundred-Twenty and no/100ths Dollars (\$49,420.00) as they were the lowest, responsive and responsible bidder; and

*WHEREAS*, Funds have been budgeted in the amount of \$65,000.00 in capital for the purchase of the phone system; and;

*WHEREAS*, Council believes that it is in the best interest of the City to approve this purchase.

*NOW, THEREFORE, BE IT RESOLVED*, by the City Council of Alliance, Nebraska, that the Vice-Mayor be and hereby is authorized to enter into a contract for the purchase of the phone system in the amount of Forty-Nine Thousand Four Hundred-Twenty and no/100ths Dollars (\$49,420.00) from BTS Telecom of North Platte, Nebraska.

*BE IT FURTHER RESOLVED*, that the purchase will be funded as follows: \$49,420.00 from GL # 51-17-17-59-940 titled Capital Outlay-Office Equipment.

PASSED AND APPROVED this 16<sup>th</sup> day of May, 2023.

\_\_\_\_\_  
Brian Mischnick, Vice-Mayor

(SEAL)

Attest: \_\_\_\_\_  
Shelbi C. Pitt, City Clerk

Approved as to Form and Legality:

\_\_\_\_\_  
Simmons Olsen Law Office, Legal Counsel



# Proposal

## Business Telecommunication Systems Inc.

Telephone Systems - Data Networking - Paging

P.O. Box 1027 - 112 East C St.

North Platte, NE 69103-1027

(308) 534-5748 (888) 534-5761 Fax (308) 534-4452



PROPOSAL SUBMITTED TO:

**City of Alliance**

ADDRESS:

324 Laramie Avenue -- PO Box D

PROPOSAL SUBMITTED TO:

Alliance, NE 69301

ATTENTION:

Brent Kusek, Community Dev. Director

PHONE:

308-762-5400

E MAIL:

[bkusek@cityofalliance.net](mailto:bkusek@cityofalliance.net)

JOB LOCATION:

City-wide Premise Telephone System

DATE:

April 24, 2023

FAX:

308-762-7848

JOB FAX:

**ALCATEL-LUCENT**

We hereby submit specifications and estimates for:

An Alcatel Lucent Communication System consisting of the following:

### Advanced/Premium Communications Server Unit Compact (AA39)

1 - 3EH02163DU Alcatel-Lucent OXO Connect Large US

### Voice boards (AA38)

- 1 - 3EH73042AC AFU-1 Daughtercard for auxilairies connections | 1-3EH73100AB VoIP32 daughterbd-32 VoIP channels
- 1 - 3EH773034AB CLIDSP APA daughter card for local management of CLI signals
- 2 - 3EH73061AE Analog mixed board AMIX4/8/4-1 LCG with 4 analog trunk, 8 Reflexes ports, 8 analog ports
- 2 - 3EH73060AB Digital Interfaces board USI16-1 16 digital interfaces

### OmniPCX Office software licenses (CC30)

- 1 - 3EH03629AA Voicemail; up to 4 hours storage software lic. | 18 - 3EH03520AA 1 Additional IP trunk software-SIP trunk
- 3 - 3EH03632AA Voicemail; 2 additional ports software lic. | 1 - 3EH03537AA Multiple Auto Attendant 5 tree software
- 1 - 3EH03535AA Personalized Auto Attendant
- 1 - 3EH03579AA OXO Connect R5 software Suite for OXO Connect Large
- 96 - 3EH03587AA 1 Universal Telephony license for new OXO Connect system with software assurance

### Hybrid Digital-IP Essential series telephone sets

38 - 3ML37030AA ALE-30h Single port Hybrid Digital-IP Essential Deskphone

### IP Enterprise series telephone sets

- 40 - 3ML27310AA ALE-300 Dual Gigabit Ethernet Enterprise Deskphone
- 4 - 3ML27007AA EM-200 Smart Expansion Module 20 fixed buttons; 10 screens

### Uninterruptible Battery Back-up and POE Switches

- 1 - CYBERPOWER CP1500AVRLCD3 INTELLIGENT LCD UPS SYSTEM 1500VA/900W
- 9 - SW501G BV-TECH PoE SWITCH; 4 GIGABIT PORT SWITCH WITH 1 GIGABIT UPLINK PORT
- 3 - SW1602 BV-TECH PoE SWITCH; 16 PoE PORTS WITH 2 GIGABIT ETHERNET OR SFP UPLINK

**TOTAL INSTALLED PRICE \$49,420.00**

#### System is equipped:

18 SIP TRUNKS  
 48 DIGITAL PORTS  
 4 CO TRUNK PORTS  
 8 ANALOG PORTS

8 PORT AUTO ATTENDANT  
 & VOICEMAIL

**OPTIONS:** > YOU MAY ADD A WALL MOUNT KIT TO ANY PHONE FOR \$46.00

> YOU MAY ADD 12 FOOT BLACK HANDSET CORDS FOR \$6/EA OR 25 FOOT BLACK HANDSET CORDS FOR \$10/EA

X \_\_\_\_\_

**Note: Price does not include any new Wiring. Price does reflect trade of old system.**

**Installation includes: Programming, Positioning, Training**

**Includes One Year Warranty on Alcatel-Lucent parts and labor.**

We Propose hereby to furnish material and labor complete in accordance with above specifications, for the sum of:

Forty Nine Thousand Four Hundred Twenty and no/100---

\$ 49,420.00

**Payment to be made as follows:**

**50% due upon execution of Proposal; balance due upon system cutover date. Sales tax not included.**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature

*Bruce Mendenhall*

**Note: This proposal may be withdrawn by us if not accepted within 60 days**

Acceptance of Proposal - The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

DATE OF ACCEPTANCE

WHITE - BTS COPY

YELLOW - CUSTOMER COPY

Signature

RESOLUTION NO. 23-35

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

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

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

*NOW, THEREFORE, BE IT RESOLVED*, by the Mayor and City Council of the City of Alliance that the Amended Classification Plan attached hereto is hereby adopted for Fiscal Year 2022-2023, effective May 16, 2023.

\_\_\_\_\_  
Brian Mischnick, Vice-Mayor

(SEAL)

Attest: \_\_\_\_\_  
Shelbi C. Pitt, City Clerk

Approved as to Form and Legality:

\_\_\_\_\_  
Simmons Olsen Law Firm

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

City of Alliance  
Classification Plan

Effective: May 16, 2023

Animal Control/Community Service Officer	215	\$18.23	\$23.24
Account Clerk III	215	\$18.23	\$23.24
Golf Maintenance Worker II	215	\$18.23	\$23.24
Streets Maintenance Worker II	215	\$18.23	\$23.24
Airport Maintenance Worker II	216	\$19.00	\$24.25
Landfill Heavy Equipment Operator	216	\$19.00	\$24.25
Purchasing Manager	216	\$19.00	\$24.25
Deputy City Clerk	216	\$19.00	\$24.25
Permit Technician I	216	\$19.00	\$24.25
Personnel Technician I	216	\$19.00	\$24.25
RSVP Director	216	\$19.00	\$24.25
Public Transit Director	216	\$19.00	\$24.25
Museum Director	217	\$19.81	\$25.32
Water Maintenance Worker II	217	\$19.81	\$25.32
Electric Apprentice Line Worker			
Apprentice I	220/1	\$22.49	
Apprentice II	220/5	\$25.39	
Apprentice III	223/6	\$29.75	
Apprentice IV	223/9	\$32.64	
Utility Services Office Manager	220	\$22.49	\$28.73
Landfill Foreman	220	\$22.49	\$28.73
Grounds Maintenance Foreman	220	\$22.49	\$28.73
Golf Course Foreman	220	\$22.49	\$28.73
Street Foreman	220	\$22.49	\$28.73
Airport Maintenance Foreman	221	\$23.43	\$29.98
Building & Code Inspector	221	\$23.43	\$29.98
Water Foreman	221	\$23.43	\$29.98
Metering & Load Control Technician	223	\$25.49	\$32.64
Electric Journey Line Worker	227	\$30.21	\$38.77
Electric Foreman	229	\$32.91	\$42.21
<b>Fire Classifications</b>			
Fire Apparatus Engineer/EMT	520	\$17.23	\$21.95
Assistant Fire Chief	523	\$19.53	\$24.94



**Building the Best Hometown in America®**

## PROCLAMATION

WHEREAS, The Congress and President of the United States have designated May 15th as Peace Officers' Memorial Day, and the week in which May 15th falls as National Police Week;

WHEREAS, The members of the Alliance Police Department play an essential role in safeguarding the rights and freedoms of the residents and visitors of the City of Alliance;

WHEREAS, It is important that all citizens know and understand the duties, responsibilities, hazards and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression;

WHEREAS, The men and women of the Alliance Police Department unceasingly provide a vital public service;

NOW, THEREFORE, the Alliance City Council calls upon all citizens of the City of Alliance and upon all patriotic, civic, and educational organizations to observe the week of May 15 - 21, 2023 as "Police Week" with appropriate ceremonies and observances in which all our people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their community and in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

THEREFORE, the Alliance City Council do hereby proclaim the week of May 15 - 21, 2023, as

### NATIONAL POLICE WEEK

In honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

This the 16<sup>th</sup> day of May, 2023.

\_\_\_\_\_  
Mayor



**Building the Best Hometown in America®**  
City of Alliance ~ P.O. Box D ~ Alliance, NE 69301 ~ 308-762-5400  
[www.CityOfAlliance.net](http://www.CityOfAlliance.net)



# Narrative

## May 16, 2023



### ORDINANCE – REZONE

The City of Alliance has submitted an application to rezone Lots 1-3 and 16-18, Block 17, Original Town of Alliance, Nebraska, otherwise known as 324 Laramie Avenue, from C-0, Commercial Office to C-2, Central Business District. The rezone is requested to remove the spot zone of C-0 zoning, to reduce the setbacks so the existing building will meet the City's code, and reduce the setbacks for a proposed addition to the north side of the building.



The parcel of land is the north half of the block located between W 3<sup>rd</sup> and 4<sup>th</sup> Streets and Laramie and Cheyenne Avenues.

The parcel is currently zoned C-0, Commercial Office. It is bordered to the north and west by R-1, Single Family Residential, and to the south and east by C-2, Central Business District zoning. The lot is currently used for the City Municipal Building and Fire Station. There is a duplex and art museum to the north, single family residences to the west, commercial land uses to the south and east.

The parcel is approximately 1 acre in size. There aren't minimum lot sizes or dimensions required in C-2 zoning. The proposed rezone will change the front setback from 25' to 0', the rear setback from 25' to 0', the side setback from 14' to 0', and the side street setback from 15' to 0'. The existing structure on the lot does not meet the current C-0 setbacks as it is set back only 8' from the front, 0' from the side street, 8' from the alley, and 22' from the rear. The lot is adjacent to Laramie Avenue along the east side, West 4th Street along the north side, and Cheyenne Avenue along the west side. All of these streets are identified as local streets. The land use is not proposed to change and the rezone should not increase the traffic in this area beyond current levels.

The lot is located in the Central Core Neighborhood and on the edge of the Downtown District. The Central Core Neighborhood is characterized as being the heart of Alliance and possesses the historic ambiance of the City. It is identified as being primarily residential but it does have some limited commercial uses. The importance of this neighborhood cannot be underestimated and its character should be maintained. The rezone is adjacent to the Downtown District Neighborhood and contains characteristics of that designation such as short setbacks, brick building and street construction, and nonresidential uses.

The City of Alliance Planning Commission met at their regular meeting on March 14, 2023 and voted to recommend the City Council approve the rezone of Lots 1-3 and 16-18, Block 17, Original Town of Alliance, Nebraska, from C-0, Commercial Office to C-2, Central Business District Commercial., after making the following findings of fact:

1. The rezone would not create any nonconforming lot sizes.

# Narrative

## May 16, 2023



2. The rezone would bring the existing structures in to conformance with setback requirements.
3. There is ample access to the rezone parcel.
4. A rezone to C-2 would be consistent with the image of the Core Neighborhood as a limited commercial area and would not change the existing character of the district.
5. The proposed rezone is adjacent to existing C-2 zoning and it would eliminate the current spot zone of C-0.
6. City utilities are already available in this location.

One finding of fact not to recommend was that the proposed 0' setback would be inconsistent with the setbacks required in the adjacent residential zoning.

### Options:

Leave the zoning the same and:

1. The current buildings remain nonconforming because they are in the setbacks required by the C-0 zoning.
2. The City cannot add on to the building without meeting its own code because of the setbacks in the C-0 zoning.
3. The spot zone of C-0 amongst the C-2 zoning remains.
4. The setbacks would remain the same as those of the adjacent residential district.

Change the zoning to a district other than C-2 or C-0 which would not accomplish any of the stated goals.

Change the zoning to C-2 for the reasons the Planning Commission made in the findings of fact.

**STAFF RECOMMENDATION: APPROVE FINAL READING OF ORDINANCE NO. 2955 REZONING LOTS 1-3 AND 16-18, BLOCK 17, ORIGINAL TOWN OF ALLIANCE, NEBRASKA, FROM C-0, COMMERCIAL OFFICE TO C-2, CENTRAL BUSINESS DISTRICT COMMERCIAL.**

ORDINANCE NO. 2955

AN ORDINANCE OF THE CITY OF ALLIANCE, NEBRASKA, AMENDING THE DISTRICT ZONING MAP TO SHOW THAT LOTS 1-3 AND LOTS 16-18, BLOCK 17, ORIGINAL TOWN OF THE CITY OF ALLIANCE, BOX BUTTE COUNTY, NEBRASKA IS NOW INCLUDED AS A C-2 -- CENTRAL BUSINESS DISTRICT FROM A C-O -- COMMERCIAL OFFICE DISTRICT, REPEALING PRIOR SECTIONS, AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. The Zoning District Map, as set forth and adopted pursuant to section 109-22 of the Alliance Municipal Code, is amended to show the following lots are included in a C-2 – Central Business District from a C-O – Commercial Office District:

Lots 1-3 and Lots 16-18, Block 17, Original Town of Alliance, Box Butte County, Nebraska, otherwise known as 324 Laramie Avenue and 315 Cheyenne Avenue,

SECTION 2. This certifies that the Zoning District Map, as set forth and adopted pursuant to section 109-22 of the Alliance Municipal Code, is now the official Zoning District Map dated as of the \_\_\_\_ day of \_\_\_\_\_, 2023.

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

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

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Brian Mischnick, Vice Mayor

(SEAL)

Attest: \_\_\_\_\_  
Shelbi C. Pitt, City Clerk

Approved as to Form and Legality:

\_\_\_\_\_  
Simmons Olsen Law Office, Legal Counsel

**Community Development Staff Report- Brent Kusek**

**Applicant:**

City of Alliance  
324 Laramie Avenue  
Alliance, NE 69301

**Property**

**Owner:**

Same as Applicant

**Proposal:**

Rezone of a parcel of land from C-0, Commercial Office to C-2, Central Business District Commercial.

**Legal Description:**

Lots 1-3 and 16-18, Block 17, Original Town of Alliance, Nebraska.

**Rezone Location:**

The lots are located at the southwest corner of West 4<sup>th</sup> Street and Laramie Avenue, addressed 324 Laramie Avenue and 315 Cheyenne Avenue.

**Project Description:**

The applicant would like to rezone this parcel of land to eliminate the C-0 spot zoning and bring the structure into conformance with setback requirements of the existing building and a proposed addition.

**Analysis:**

**Zoning:** The parcel is currently zoned C-0 Commercial Office. It is bordered to the north and west by R-1, Single Family Residential, and to the south and east by C-2, Central Business District zoning.

**Land Use:** The lot is currently used for a Municipal Building and Fire Station. There is a duplex and art museum to the north, single family residences to the west, commercial land uses to the south and east.

**Lot Size/Area:** The parcel is approximately 1 acre in size. There aren't minimum lot sizes or dimensions required in C-2 zoning.

**Setbacks:** The proposed rezone will change the front setback from 25' to 0', the rear setback from 25' to 0', the side setback from 14' to 0', and the side street setback from 15' to 0'. The existing structures on the lot do not meet the current C-0 setbacks.

**Transportation:** The lot is adjacent to Laramie Avenue along the east side, West 4<sup>th</sup> Street along the north side, and Cheyenne Avenue along the west side. All of these streets are identified as local streets. The land use is not proposed to change and the rezone should not increase the traffic in this area beyond current levels.

**Comprehensive Plan:** The lot is located in the Central Core Neighborhood and on the edge of the Downtown District. The Central Core Neighborhood is characterized as being the heart of Alliance and possesses the historic ambiance of the City. It is identified as being primarily residential but it does have some limited commercial uses. The importance of this neighborhood cannot be underestimated and its character should be maintained. The rezone is adjacent to the Downtown District Neighborhood and contains characteristics of that designation such as short setbacks, brick building and street construction, and nonresidential uses.

**Public Notification:**

Notification letters were mailed to property owners within 300 feet of the proposed rezone. Sixty six letters were mailed in total. A sign was posted on the property more than 10 days before the date of the meeting. The letters and sign indicated the date, time, and place of the public hearing.

**Findings of Fact:**

**Findings of fact to recommend its approval may include:**

1. The rezone would not create any nonconforming lot sizes.
2. The rezone would bring the existing structures in to conformance with setback requirements.
3. There is ample access to the rezone parcel.
4. A rezone to C-2 would be consistent with the image of the Core Neighborhood as a limited commercial area and would not change the existing character of the district.
5. The proposed rezone is adjacent to existing C-2 zoning and it would eliminate the current spot zone of C-0.
6. City utilities are already available in this location.

**Findings of fact not to recommend approval may include:**

1. The rezone would reduce the setbacks to 0' in a primarily residential neighborhood with greater setbacks.

**Staff Recommendation:**

Staff recommends the rezone of Lots 1-3 and 16-18, Block 17, Original Town of Alliance, Nebraska, from C-0, Commercial Office to C-2, Central Business District Commercial.



# City of Alliance Application to Rezone

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

**Instructions:**

**A.** Fill out the application form completely. Please type or print. Use additional sheets if necessary.

**B.** Please sign and date the application form.

**C.** Filing fee is \$150.00. Please make check payable to "The City of Alliance."

**D.** Include a site plan identify existing buildings, structures, and other pertinent features.

**E.** Submit a certified list of the names, addresses, legal descriptions, and the corresponding Parcel Information Numbers assigned by the Box Butte County Assessor of the surface owners of the property within three hundred (300') feet of the subject property. The source of such records shall be the records of the Box Butte County Assessor.

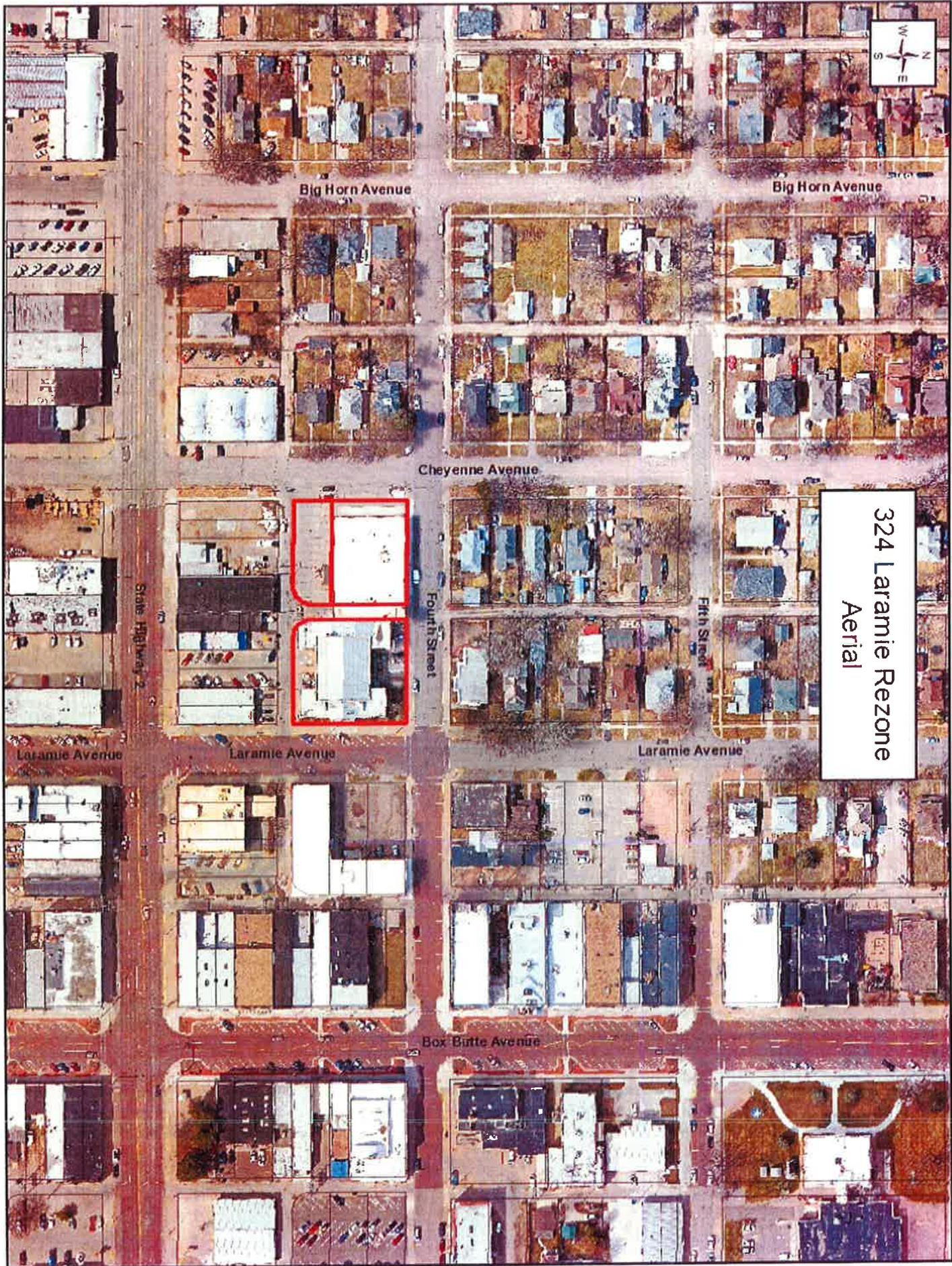
1.	Property Owner's Name:	City of Alliance	Phone:	308-762-5400
2.	Owner's Property Address:	324 Laramie Ave		
3.	Legal Description of Property:	Lots 1-3 and 16-18, Block 17, OT		
4.	Property Address:	324 Laramie Ave		
5.	Present Use of the Property:	Municipal Building		
6.	Present Zoning Classification:	C-0		
7.	Requested Zoning Classification:	C-2		
8.	Reason for Rezoning:			
9.	Lot Size/Acreage of Property:	21,000 sq. ft.		
10.	The zoning administrator, who may be accompanied by others, is hereby authorized to enter the property, during normal working hours for the purpose of becoming familiar with the proposed situation.			
11.	Attached	<input type="checkbox"/> Filing Fee	<input type="checkbox"/> Site Plan	<input type="checkbox"/> List of names/addresses of property owners within 300 feet of the subject property certified by the Box Butte County Assessor's Office.

Signatures:				2/21/23
	Applicant	Date	Property Owner ( <i>Owner of Record</i> )	Date
	Applicant	Date	Property Owner ( <i>Owner of Record</i> )	Date

### Office Use Only

Date Received:		Filing Fee - \$150.00	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Received By:		Date of Public Hearing:		

April 16<sup>th</sup>, 2019



324 Laramie Rezone  
Aerial



1 inch = 166.67 feet





**324 Laramie Rezone Zoning**

**Legend**

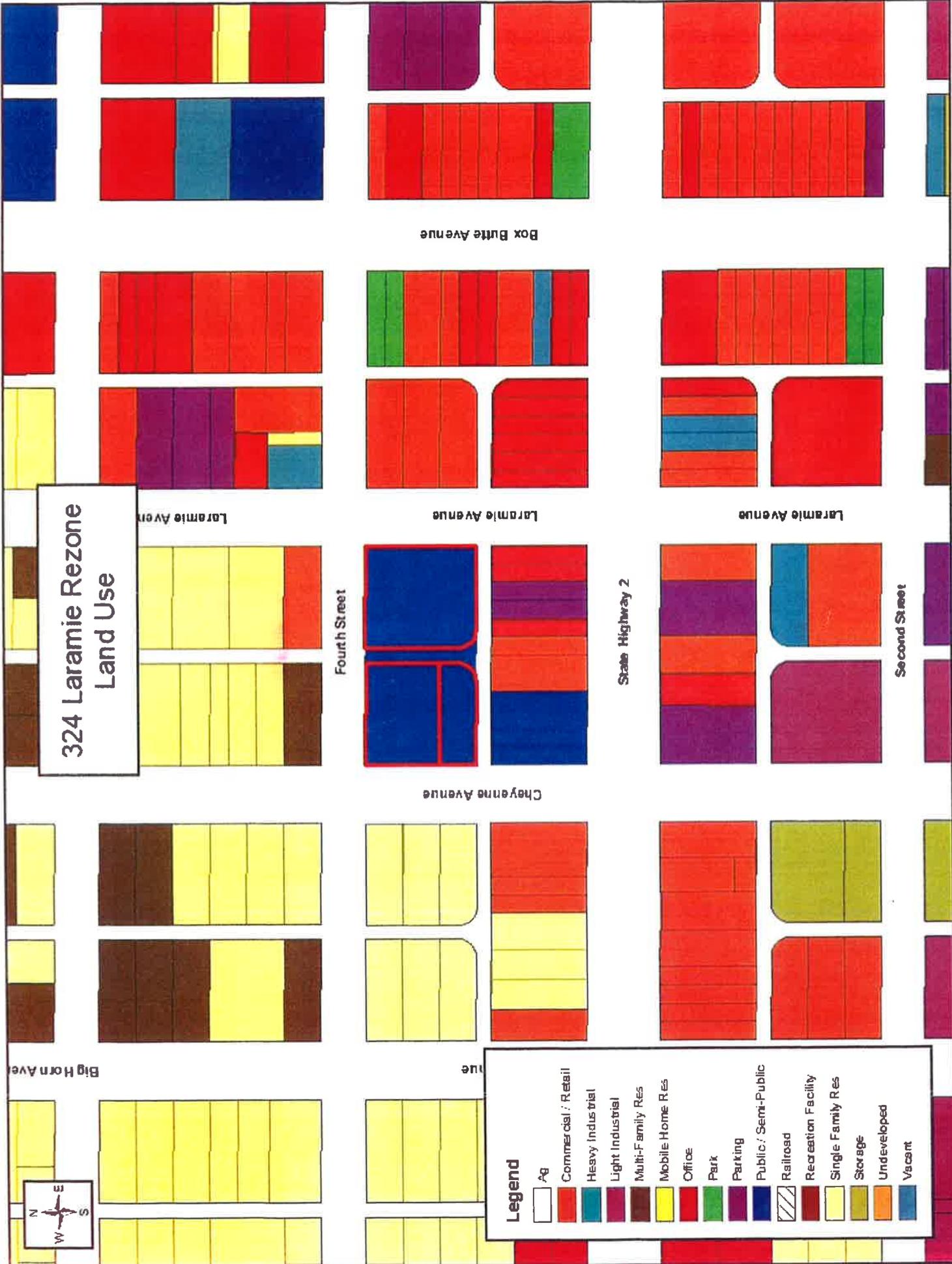
**Zoning Layer**

- Ag Agriculture
- C-0 Commercial Office
- C-1 Neighborhood Commercial
- C-2 Central Business Commercial
- C-3 Heavy Commercial
- M-1 Light Industry
- M-2 Heavy Industry
- M-3 Rail Industry
- R-1 Single Family Residential
- R-2 Two Family Residential
- R-3 Multifamily Residential
- R-4 Mobile Home Community
- R-R Rural Residential
- R-P Planned Residential



1 inch = 170.54 feet

# 324 Laramie Rezone Land Use



**Legend**

	Agriculture
	Commercial / Retail
	Heavy Industrial
	Light Industrial
	Multi-Family Res
	Mobile Home Res
	Office
	Park
	Parking
	Public / Semi-Public
	Railroad
	Recreation Facility
	Single Family Res
	Storage
	Undeveloped
	Vacant



## Certificate for a Rezoning Request Notification

To: Alliance Planning Commission

Alliance City Council

**THE UNDERSIGNED HEREBY** certifies that the property owners or occupants listed below were mailed Notification Letters in accordance with City of Alliance Municipal Code Section 111-464, for the request to Rezone Lot 1-3 and 16-18, Block 17, Original Town of Alliance from C-O (Commercial Office) to C-2 (Central Business District).

Name	Address	City/State/Zip
Michael Dietrich	13501 W Windridge Lane	Lincoln, NE 68528
Garry & Kelly Rasmussen	P O Box 168	Alliance, NE 69301
Michael McGinnis	P O Box 578	Alliance, NE 69301
Patrick Hartman	651 CR 71	Hemingford, NE 69348
Hayden Walker	420 Cheyenne Ave	Alliance, NE 69301
Apryl Bachetti	1500 CR 74	Hemingford, NE 69348
Jack Smith	412 Cheyenne Ave	Alliance, NE 69301
Wayne & Tracy Davis	408 Cheyenne Ave	Alliance, NE 69301
Tod & Robi Heldenbrand	304 West 4th Street	Alliance, NE 69301
Pasha Korber	222 West 4th Street	Alliance, NE 69301
Adrian Gonzalez	815 Toluca Ave	Alliance, NE 69301
OIGA Company LLC	1624 Emerson Ave	Alliance, NE 69301
Stephen Stanec	P O Box 541	Alliance, NE 69301
Rick & Cheryl Johnson	408 E 9th Street	Alliance, NE 69301
Daniel Hankins	424 Laramie Ave	Alliance, NE 69301
Jakob Allbaugh	420 Laramie Ave	Alliance, NE 69301
Brian Chase	412 Laramie Ave	Alliance, NE 69301
Danny Adamson	408 Laramie Ave	Alliance, NE 69301
Carnegie Arts Center Inc	204 W 4th Street	Alliance, NE 69301
Heartland Baptist Church	619 Platte Ave	Alliance, NE 69301
Seasons of Hope	115 W 5th Street	Alliance, NE 69301
Rick Thiems	1060 Colorado Ave	Alliance, NE 69301
Bob & Delinda Neville	916 Toluca Ave	Alliance, NE 69301
Sandhills State Bank	P O Box 548	Bassett, NE 68714
Philip Lecher	P O Box 638	Alliance, NE 69301
Edison RedNest III	1227 Big Horn Ave	Alliance, NE 69301
Jerry Reynolds	504 Missouri	Alliance, NE 69301
JCMG Holdings LLC	2350 Hwy 2	Alliance, NE 69301
Iguana Properties LLC	P O Box 3	Alliance, NE 69301

A & L Bakeries LLC	1118 E 14th St	Alliance, NE 69301
FoxHox LLC	1002 W 1st Street	Alliance, NE 69301
David & Donna Pearse	931 Toluca Ave	Alliance, NE 69301
Tawny Weaver	932 Mississippi Ave	Alliance, NE 69301
Gregory & Robin Powell	1431 Cheyenne Ave	Alliance, NE 69301
MJLC LLC	423 Box Butte Ave	Alliance, NE 69301
Dennis Girard	1814 Sweetwater Ave	Alliance, NE 69301
First National Bank	1620 Dodge Street	Omaha, NE 68197
Jelmo Properties LLC	P O Box 699	Alliance, NE 69301
Kyle & Rebecca Walker	P O Box 571	Hemingford, NE 69348
Eric Vaughn	210 W 3rd Street	Alliance, NE 69301
Curtis & Sandra Plooster	500 E 3rd Street	Chadron, NE 69337
Alliance Rural Fire	P O Box N	Alliance, NE 69301
Knutson Properties LLC	1328 Ave A	Scottsbluff, NE 69361
Kenneth & Susan Holloway	608 W 20th	Alliance, NE 69301
Marceen Webb	316 W 3rd Street	Alliance, NE 69301
Kristopher Kearns	320 W 3rd Street	Alliance, NE 69301
Judy Smith	123 Yellowstone Ave	Alliance, NE 69301
Brian & Judy Newman	320 Cheyenne Ave	Alliance, NE 69301
Josh Osborn	324 Cheyenne Ave	Alliance, NE 69301
Toni Jo Pankowski	321 Big Horn Ave	Alliance, NE 69301
Irene May Pankowski	319 Big Horn Ave	Alliance, NE 69301
Timothy Norris	315 Big Horn Ave	Alliance, NE 69301
Cynthia Crawford	316 Big Horn Ave	Alliance, NE 69301
Doublenin E Land & Cattle	190330 Wildrose Dr	Scottsbluff, NE 69361
Roger Bunnell	612 Sweetwater	Alliance, NE 69301
Kutchara Apartments LLC	P O Box 447	Alliance, NE 69301
Allo Communications	203 W 3rd Street	Alliance, NE 69301
Scottish Rite Temple	P O Box 754	Alliance, NE 69301
Robert Freeman	117 W 3rd Street	Alliance, NE 69301
Randal Coleman	2351 CR 57	Alliance, NE 69301
Tye & Renee Wallesen	P O Box 1496	Angora, NE 69331
Abbott Bank	P O Box 5155	San Ramon, CA 94583
Darren & Glenda McCune	1223 Robin Ave	Alliance, NE 69301
Dick & Bonnie Fankhauser	816 Laramie Avenue	Alliance, NE 69301
Box Butte County	515 Box Butte Ave	Alliance, NE 69301
Alliance Public Schools	1604 Sweetwater Ave	Alliance, NE 69301

March 03, 2023

Shelbi C Pitt, Recording Secretary

# Narrative

## May 16, 2023



### **ORDINANCE No. 2956 - Municipal Code Amendment - Fireworks**

Per Council's direction, staff has drafted an ordinance to amend Sections 22-175 and 22-177 of the Alliance Municipal Code to amend the dates and times fireworks may be legally discharged and sold. The attached ordinance will amend the sale and discharge of fireworks June 28 to July 4, whereas currently Code reads, July 1 through July 4.

**RECOMMENDATION: APPROVE SECOND READING OF ORDINANCE TO AMEND THE ALLIANCE MUNICIPAL CODE IN REGARDS TO THE SALE AND DISCHARGE OF FIREWORKS.**

**ORDINANCE NO. 2956**

AN ORDINANCE AMENDING SECTIONS 22-175 AND 22-177 OF THE ALLIANCE MUNICIPAL CODE TO AMEND DATES AND TIMES WHEREIN FIREWORKS MAY BE LEGALLY DISCHARGED; REPEALING EXISTING ORDINANCES, RESOLUTIONS, POLICIES, OR PORTIONS THEREOF NOT CONSISTENT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. The City Code, at Section 22-175. – Prohibited, nonapplicability, is hereby amended as follows:

**“Sec. 22-175. - Prohibited; nonapplicability.**

- (a) It shall be unlawful for any person to manufacture, display, sell, offer for sale, give away, use, start, discharge or explode, or cause to be manufactured, displayed, sold, offered for sale, given away, used, started, discharged, or exploded, any firework.
- (b) The provisions of the immediately preceding subsection shall not apply to:
  - (1) Non-wire sparklers, toy pistols or toy pistol caps;
  - (2) The possession of pyrotechnics which are in transportation to points outside the city;
  - (3) The possession or transportation of such pyrotechnics held by wholesale dealers for sale and shipment in unbroken packages to points or places outside the city;
  - (4) The sale, storage, or use of railroad track torpedoes or other signaling devices used by railroads;
  - (5) The sale, storage or use of flashlight compositions by photographers or dealers in photographic supplies;
  - (6) Pyrotechnic displays on the occasion of public celebrations or festivals, if the person conducting such pyrotechnic display shall first have applied for and have been granted by resolution of the mayor and city council permission to conduct such display;
  - (7) The sale and use of fireworks between June 28 and July 4 each year, during time periods authorized by state statute as modified by resolution of the mayor and city council, or by another section of this article;
  - (8) The use of blank cartridge pistols at sporting events by authorized persons; or

- (9) The use of blank cartridge pistols or other pyrotechnics by a person designated by the city manager or designee to implement the waterfowl management policy.
- (c) The terms "firework" or "fireworks" in this article shall refer to "consumer fireworks" as they are defined and amended by R.R.S. 1943, ch. 28, art. 12."

SECTION 2. The City Code, at Section 22-177. – Legal Dates, times, and age restrictions for discharging fireworks, permit required, is hereby amended as follows:

**“Sec. 22-177. - Legal dates, times and age restrictions for discharging fireworks; permit required.**

- (a) It shall be unlawful to discharge any firework as defined and permitted by state statute, prior to June 28 and after July 4 and at any time other than the dates and times specifically authorized by state statute and as modified by resolution of the mayor and city council.
- (b) Fireworks may be legally discharged between the hours of 9:00 a.m. and 10:00 p.m. on June 28 to July 3; and between the hours of 9:00 a.m. and 12:00 midnight on July 4. The city manager or his or designee may authorize in writing the discharge of fireworks between 9:00 a.m. and 12:00 midnight on July 5 if, in the discretion of the city manager or his or her designee, sufficient circumstances warrant an extension of the holiday celebration, provided that no firework may be discharged on July 5 without the written authorization of the city manager or his or her designee.
- (c) The use or possession of fireworks by any person under 12 years of age is prohibited unless direct supervision is provided by a person 18 years of age or older.
- (d) The city manager or designee shall issue a permit allowing the sale of fireworks during permitted periods for that calendar year under the following standards:
  - (1) Proof of fireworks license from the state fire marshal under state administrative code title 157, chapters 2 and 4, permissible fireworks list and licensing requirements, as per the current International Fire Code, fireworks as adopted by the city;
  - (2) Sale and retail display with storage in type 5 magazine 3301.1.3, 3301.2.3, 3302 and 3308.11.
- (e) At no time shall it be lawful to discharge a firework in any manner that is unsafe or dangerous to persons or property in any manner prohibited by R.R.S. 1943, § 28-1242 as now constructed or hereafter amended.
- (f) At no time shall it be lawful to discharge a firework into or upon any city recreational property unless the city has granted a special permit for such discharge.”

SECTION 3. All other Ordinances or parts of Ordinances in conflict with this Ordinance are repealed as of the effective date of this Ordinance.

SECTION 4. This ordinance shall be in full force and effect from and after its approval, passage, and publication according to law.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Brian Mischnick, Vice Mayor

(SEAL)

Attest: \_\_\_\_\_  
Shelbi C. Pitt, City Clerk

Approved as to Form and Legality:

\_\_\_\_\_  
Simmons Olsen Law Firm

# Narrative

## May 16, 2023



### **RESOLUTION – PURCHASE OF PORTABLE LITTER NETS FOR LANDFILL AND BUDGET ADJUSTMENT**

The City set aside \$175,000 for tire amnesty contingent upon receiving a grant from the state. We did receive that grant and have completed the tire amnesty drive. As we did not utilize the full budgeted amount, it is anticipated that approximately \$60,000 of the \$175,000 remains. Due to an ongoing problem with blowing trash, it is recommended and requested that the City Council redirect funds in the amount of \$50,000 for the purchase of six portable litter nets. This trash blows onto adjacent properties causing issues for drainage and agriculture, besides the visual detraction of litter.

Additional nets will be requested as part of the FY 23-24 Landfill Capital Improvement Plan.

If approved, this resolution will allow staff to make the necessary line-item transfers and purchase six portable litter nets.

**RECOMMENDATION: APPROVE PURCHASE OF PORTABLE LITTER NETS FOR LANDFILL AND BUDGET ADJUSTMENT**

RESOLUTION NO. 23-36

*WHEREAS*, The City of Alliance owns and operates the solid waste landfill; and

*WHEREAS*, The City desires to minimize the quantity of debris that becomes airborne, littering adjacent properties; and

*WHEREAS*, Allocated funding remains following completion of the tire amnesty grant in fiscal year 2022-2023; and

*WHEREAS*, The City desires to purchase and install litter nets to reduce blowing debris leaving the confines of the landfill property; and

*WHEREAS*, Staff obtained a quote from Coastal Netting Systems to purchase and ship 6 - 12' x 40' x 8' portable litter nets for a total cost of \$50,000; and

*WHEREAS*, Staff is recommending to use the remaining allocated funds from the tire amnesty grant to purchase six of these portable litter fences.

*NOW, THEREFORE, BE IT RESOLVED*, by the Mayor and City Council of Alliance, Nebraska, that the purchase of six portable litter nets in the amount of Fifty Thousand Dollars and No/100 (\$50,000.00) from Coastal Netting Systems is hereby approved.

*NOW, THEREFORE, BE IT FURTHER RESOLVED*, by the Mayor and City Council of Alliance, to transfer Fifty Thousand Dollars and No/100 (\$50,000) from 06-51-55-44-493 CNTSVC Other-Grant Eligible to 06-51-55-59-950 Capital Outlay – Other Improvements for the purchase of six portable litter nets.

PASSED AND APPROVED this 16<sup>th</sup> day of May, 2023.

\_\_\_\_\_  
Brian Mischnick, Vice-Mayor

(SEAL)

Attest: \_\_\_\_\_  
Shelbi C. Pitt, City Clerk

Approved as to Form and Legality:

\_\_\_\_\_  
Simmons Olsen Law Office, Legal Counsel

# Quote



Quote #: 00041148  
Date: 5/1/2023

8077 Fairview Ct  
Jackson, MI 49201  
419-244-7916  
fax: 419-244-7917  
email: LitterFencing@gmail.com  
website: www.LitterFences.com

## Quote Prepared for:

Clint Fankhauser  
City of Alliance  
1439 E. Kansas St  
Alliance, NE 69301

## Ship To:

City of Alliance  
1439 E. Kansas St.  
Alliance, NE 69301

Thank you for your request for information and pricing regarding our mobile litter fences. We're pleased to provide the following for your review.

\*Thanks for your order!

QTY.	DESCRIPTION	UNIT PRICE	TOTAL	TX.
10	Bull Litter Fence with Canopy 2023	\$7,900.00	\$79,000.00	

SUBTOTAL	\$79,000.00
FREIGHT	\$5,050.00
SALES TAX	\$0.00
<b>QUOTE AMOUNT</b>	<b>\$84,050.00</b>

Compare the Bull litter fence w/Canopy to any other litter system, we're confident you'll find our units will outperform and outlast anything on the market. If you have any questions feel free to call 419-244-7916.

References are available upon request.

Sincerely,

Anthony Rowe, President

Call 419-244-7916 w/questions or to place an order  
Pricing is good for 30 days from date of issue  
10 Bulls can ship on a 48ft flatbed FOB  
5 Year Warranty  
Terms: Net 30

## FW: Bull Litter Fence Quote

Clint Fankhauser

Tue 5/2/2023 11:58 AM

To: Seth Sorensen <ssorensen@cityofalliance.net>

 1 attachments (24 KB)

City of Alliance 10 Bull Litter Fence Quote.pdf;

When I spoke to him on the phone he said it would be the same price for shipping if we ordered one or ten. Also, the price doesn't change so it looks like we can afford five based off of the budget you gave me to work with.

**From:** Metta Tech <litterfencing@gmail.com>

**Sent:** Tuesday, May 2, 2023 9:58 AM

**To:** Clint Fankhauser <CFankhauser@cityofalliance.net>

**Subject:** Bull Litter Fence Quote

Hello Clint,

Good talking with you over the phone today. I've attached a quote to this email for 10 Bull litter fences with freight. As mentioned on the phone, if you would like the quote revised to meet capital needs I can send that to you also.

Please let me know if you have any questions. Thanks Clint.

**Anthony Rowe**

*President*



---

**Metta Technologies, Inc**

5525 Telegraph Rd

Toledo, OH 43612

Ph 419-244-7916

Email: [LitterFencing@gmail.com](mailto:LitterFencing@gmail.com)

**[www.litterfences.com](http://www.litterfences.com)**



*Putting a stop to blowing litter for over 25 years!*



# Narrative

## May 16, 2023



### **RESOLUTION – PURCHASE OF WATER METER AMR RADIOS**

The City began implementing automatic metering infrastructure (AMI) for the electric utility over six years ago and successfully implemented Landis+Gyr technology to do so. Two to three years later, the city began efforts to do the same for the water system. Since that time, Landis + Gyr have largely been unable to provide any radios beyond the initial delivery of approximately 300. We budgeted for an individual full-time employee with the intent of installing these endpoints as they came in, however because it was 12-18 months between initial delivery to today, we have left that position vacant and have not made further progress on the project. The time to install the Landis + Gyr meter endpoints is 3-5 hours requiring appointments to gain access directly to the meter at each location. Programming of these endpoint is not reflected in the system until 24 hours later, and if issues are not resolved, we must make a new appointment to reinspect the installation and reprogram the endpoint.

Due to the extreme time required for installation and the delays introduced in providing the Landis + Gyr endpoints in a reasonable manner, we began looking into other alternatives to move to an AMI system. As the majority of our water meters are “Sensus” brand, we looked to Sensus for a solution. They can provide AMR/AMI (AMR stands for automatic meter reading) endpoints that are entirely compatible with our Sensus meters and Sensus touchpads (touchpads are the black rectangles that are extended away from the meter to outside the building – currently our water meter readers much approach each residence, use a hand computer to touch the touchpad and thereby obtain the latest reading). AMR is basically a drive-by system whereas AMI relies on towers to relay information back to City Hall. We believe we can place the computers in trash trucks and obtain AMR readings faster than the current method without the continued need for meter readers. The estimated time to install the Sensus endpoints is 5-10 minutes at each location and can be done as long as the touchpad is accessible. We will know if programming was successful before we leave the site.

The FY 22-23 budget includes \$400,000 for the purchase of AMI radios. Instead of purchasing from Landis+Gyr, it is recommended that we begin purchasing Sensus endpoints from Core & Main. Core & Main is the regional distributor for Sensus products. As this purchase is an extension of our already-existing technology (i.e. Sensus Meters) and since there is only one vendor authorized to sell the product in our area, it is proposed that we bypass the RFI/RFQ process and treat this purchase as a sole-source procurement. Core & Main estimates that we can get 300-400 endpoints every quarter, which means that we may not spend the full \$400,000 before the end of the fiscal year, and so additional funding requests will be forthcoming in the next 1-2 fiscal years until the entire system is installed. Landis+Gyr endpoints will be the last to be replaced. Purchases will include laptops with reading software and meter endpoints with associated appurtenances. At the point in time where it is decided that enough of the customer area has been updated with these endpoints, we will be able to move from a drive-by system to a fixed-base system by simply adding a few repeaters to our water towers and revisiting the endpoints to reprogram them to the AMI signal.

The benefits of going to this system would mean that we do not have to change our current methods of billing, as we would continue to utilize the Sensus interface as we currently do. Although we would still

# Narrative

## May 16, 2023



continue to work with the Landis+Gyr interface for electric billing, the time and effort saved by going to a drive-by system will more than cover the cost of continuing our current billing process. Obviously, the time for install and programming is significantly less and does not impact our citizens by requiring that they be available for several hours for an appointment.

**RECOMMENDATION: APPROVE PURCHASE OF WATER METER AMR RADIOS AND ASSOCIATED SOFTWARE, COMPUTERS, ETC. FROM CORE & MAIN IN AN AMOUNT NOT TO EXCEED \$400,000.**

RESOLUTION NO. 23-37

*WHEREAS*, The City of Alliance Water Department is desiring to improve and advance our metering system by upgrading to an advanced metering infrastructure (AMI) system; and

*WHEREAS*, The City is currently utilizing Sensus Meters and software to touch-read water meters; and

*WHEREAS*, The City desires to implement an automatic meter reading/ advanced metering infrastructure (AMR/AMI) system which is compatible with our existing meters and billing workflow; and

*WHEREAS*, Core and Main is our regional authorized dealer for Sensus meters and AMR/AMI products; and

*WHEREAS*, Purchasing AMR/AMI endpoints, software, etc. from Core and Main will allow us to continue using existing meters, software, and billing workflow at a significant time-saving for installation per endpoint as a result of endpoint compatibility with our existing system rather than the need to enter each home individually and install a three-wire radio; and

*WHEREAS*, Budget authority in the amount of \$400,000 is available for this purchase from the Water System Account No. 08-52-52-59-950 – Capital Outlay-Mach, Equipment.

*WHEREAS*, Staff is recommending Sensus AMR/AMI related purchases from Core and Main in an amount not to exceed Four Hundred Thousand Dollars and no/100<sup>th</sup> (\$400,000).

*NOW, THEREFORE, BE IT RESOLVED* by the Mayor and Council of the City of Alliance, Nebraska, that the City Manager be and hereby is authorized to purchase enter into a purchase agreement Core and Main and/or make AMR/AMI related purchases in an amount not to exceed Four Hundred Thousand Dollars and no/100<sup>th</sup> (\$400,000); for the purchase of an advanced metering infrastructure (AMI) system for the Water Department which includes but not limited to meter endpoints, laptops, software, service and training.

PASSED AND APPROVED this 16<sup>th</sup> day of May, 2023.

\_\_\_\_\_  
Brian Mischnick, Vice-Mayor

(SEAL)

Attest: \_\_\_\_\_  
Shelbi C. Pitt, City Clerk

Approved as to Form and Legality:

\_\_\_\_\_  
Simmons Olsen Law Office, Legal Counsel



## SmartPoint 510M

### Non-Pit Set Module

The SmartPoint® 510M Non-Pit Set Module is a radio transceiver that provides water utilities inbound and outbound access to water measurement and ancillary device diagnostics via radio signal. The SmartPoint 510M Module is designed for non-submersible/non-pit installations.

### TouchCoupler Design

The SmartPoint 510M Module utilizes TouchCoupler, the patented Sensus inductive coupling communication platform, to interface with the encoded meter. With TouchCoupler, the SmartPoint 510M Module can connect to the meter using existing two-wire AMR installations instead of requiring utilities to access the home to install a new three-wire system. This results in a fast, efficient and reliable connection at minimal cost.

### BENEFITS

---

- Easily receives input from either walk-by/drive-by or fixed-base collection device
  - Controls both deployment and lifetime operation costs
  - Compact installation that saves time, space and money - without reducing system performance
  - Delivers a fast, efficient, reliable connection at minimal cost
  - Minimizes new infrastructure investment
  - Enables effective leak detection
- 

### Operation

With its migratable, two-way communication ability, the M-Series SmartPoint functions as a walk-by/drive-by endpoint, fixed-base endpoint, or combination of the two. This flexibility increases utility data collection capabilities and streamlines operations. The SmartPoint 510M Module receives input from the meter register and remotely sends data to a walk-by/drive-by or fixed-base collection device. The SmartPoint 510M Module easily migrates from walk-by/drive-by to fixed base by simply installing a Base Station.

In walk-by/drive-by mode, the SmartPoint 510M Module collects data and awaits an activation signal from the Vehicle Gateway Basestation (VGB) or Hand-Held Device (HHD). Upon signal receipt, it transmits readings, the meter identification number and any alarms.

As a fixed-base endpoint, the SmartPoint 510M Module interacts with one or more strategically placed Base Stations located in the utility service area. Top of the hour readings and other diagnostics are instantly forwarded to the Regional Network Interface (RNI)™ at time of transmission. The FlexNet® communication network provides unmatched reliability by using expansive tower receiver coverage of metering end points, data/message redundancy, failover backup provisions and operation on FCC primary use (unshared) RF spectrum.

### Powerful Transmission, Flexible Platform

The SmartPoint® 510M Non-Pit Set Module offers several advantages that control both deployment and lifetime operation costs. Its powerful, industry leading two watt transmitter broadcasts over large distances and minimizes collection infrastructure. And after the SmartPoint 510M Module is installed, its migratable, two-way system platform can be updated without requiring personnel to visit each meter and/or inconveniencing customers.

# SmartPoint 510M

## Non-Pit Set Module

### Additional SmartPoint 510M Module Features

The SmartPoint 510M Module obtains hourly readings and can monitor continuous flow over a programmable period of time, alerting the utility to leak conditions. In addition, the SmartPoint 510M Module stores up to 840 consumption intervals (35 days of hourly consumption), providing the utility with the ability to

extract detailed usage profiles for consumer information and dispute resolution. The SmartPoint 510M Module also incorporates a two-port design, allowing the utility to connect multiple registers and ancillary devices (such as acoustic monitoring) to a single SmartPoint. This results in a compact installation that saves time, space and money - without reducing system performance.

### SPECIFICATIONS

Service	Wall mounted (non-pit/non-submersible) installation interfacing the utility meter to the Sensus FlexNet system.
Physical characteristics	Width: 5 9/16" x Height: 5 1/2" x Depth: 3"
Weight	1.13 lbs/18.08 oz
Color	Tan
Frequency range	900 - 950 MHz, 8000 channels X 6.25 kHz steps
Modulation	Proprietary Narrow Band
Memory	Non-Volatile
Power	Lithium Thionyl Chloride batteries
Approvals	US: FCC CFR 47: Part 24D, Part 101C, Part 15 Licensed operation Canada: Industry Canada (IC) RSS-134, RSS-119
Operating temperature	- 22° F to +185° F - 30° C to + 85° C
Options	Dual or single port availability; TouchCoupler only, wired only
Installation environment	The 510M is designed for side-of-home applications where it is not subject to submergence.
Compatibility	TouchCoupler and Wired Version: Sensus Encoder Registers, Badger ADE water registers, Master Meter AccuLinx, and Hersey Translator (approved TR/PL Lead)  Wired Version Only: Elster Encoder (Sensus protocol), Neptune ARB VI (ProRead), Hersey Translator, Zenner PMN Nitro 01, McCrometer flowcom FC100-00M, and Kamstrup flowIQ 2100  Refer to the 510M/520M SmartPoint® Module Water Meter and Ancillaries Compatibility Quick Guide for the latest compatibility information.
Warranty	20 years - Based on six transmissions per day. Refer to Sensus G-500 for warranty.



## Software as a Service Agreement

This Software as a Service (SaaS) Agreement (referred to hereinafter as “**Agreement**” or “**SaaS Agreement**”), dated as of last signature date below (“**Effective Date**”), is by and between **CITY OF ALLIANCE**, 908 Yellowstone Avenue, Alliance, NE 69301, (“**Customer**”), and **LANDIS+GYR TECHNOLOGY, INC.** with offices located at 30000 Mill Creek Avenue, Suite 100, Alpharetta, GA 30022 (“**Service Provider**”).

WHEREAS, Customer requires third-party hosted “software as a service” (the “**SaaS Services**,” as further described herein) with respect to certain of Customer’s information technology needs and related smart grid program;

WHEREAS, Service Provider has agreed to provide the SaaS Services to Customer, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and representations set forth in this Agreement, the parties hereby agree as follows:

1. **Definitions.** Capitalized terms used herein and not otherwise defined shall have the meanings set forth in this Section.

“**Access Credentials**” means any user name, identification number, password, license or security key, security token, PIN or other security code, method, technology or device used, alone or in combination, to verify a person’s identity and authorization to access and use the SaaS Services.

“**Affiliate**” means any entity (including any person, without limitation, any corporation, company, partnership, limited liability company or group) that directly through one or more intermediaries, controls, is controlled by or is under common control with Service Provider or Customer for so long as such control exists. For purposes of this definition, “control” means having more than fifty percent (50%) of the shares or other equity interest with voting rights in the legal entity or organization at issue.

“**Authorized Users**” means any Customer employee, contractor or agent, or any other person authorized by Customer to access and use the SaaS Services through Customer’s account under this Agreement.

“**Business Day**” means a day other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by Law to be closed for business.

“**Customer Data**” means any and all information, data, materials, works, or other content, relating to Customer’s end customers’ information relating to electricity, water or natural gas consumption, load profile, billing history, or credit history that is or has been obtained or compiled by Customer in connection with supplying electric services, water services or gas services to that customer or group of customers (regardless of the media in which it is contained) that may be disclosed at any time to Service Provider by Customer or Customer’s employees, agents, consultants, contractors, or suppliers in anticipation of, in connection with, or incidental to Service Provider’s performance of the SaaS Services for or on behalf of Customer .

“**Customer Systems**” means the Customer’s information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems) and networks, whether operated directly by Customer or through the use of third-party services.

**“Documentation”** means any manuals, instructions or other documents or materials that Service Provider provides or makes available to Customer in any form or medium and which describe the functionality, components, features or requirements of the SaaS Services or Provider Materials, including any aspect of the installation, configuration, integration, operation, use, support or maintenance thereof.

**“Disabling Code”** means any software, virus, Trojan horse, time bomb or other code that is harmful, disabling or which enables unauthorized access to the Service Provider Systems or Customer Systems, or theft or damage to Customer Data, or otherwise impairs the operation of the Service Provider Systems, any Customer Systems, or any Third Party system utilized by Service Provider in the Service Provider Systems.

**“Endpoints”** means each of the following types of physical devices installed for use in the delivery of any commodity:

- i. a meter measuring the quantity of a commodity delivered, at a utility customer premise or at any other point within the distribution system, with respect to which the Software stores, processes, or makes accessible data specifically identified to that premise or distribution point for use in one or more of the utility operations the Software performs or supports; and
- ii. an unmetered supply point with respect to which the Software performs calculations of quantities of a commodity delivered in lieu of metering.

For avoidance of doubt, Endpoints do not include: aggregations of data from multiple Endpoints; interfaces between the Software and other systems or applications; sub-meters or devices installed at a utility customer premises beyond the meter; or devices only used to read, retrieve, or transmit data from Endpoints.

**“Intellectual Property Rights”** means any and all intellectual property rights whether registered or unregistered, and all applications for and renewals or extensions of such rights, including rights comprising or relating to: (a) patents, patent disclosures and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith; (c) works of authorship, designs, copyrights and copyrightable works (including computer programs) and rights in data and databases; (d) trade secrets, know-how and other confidential information; and (e) all similar or equivalent rights or forms of protection.

**“Interfaces”** means the Service Provider’s file transfer communications interfaces and data feeds mechanisms between the Service Provider Systems and the Customer’s Systems which are developed, operated, owned and maintained by Service Provider pursuant to this Agreement including, as applicable, any configuration and customization required to meet the requirements of this Agreement, but excluding ownership of any customization that constitutes a component or derivative of Customer’s Systems.

**“Law”** means any statute, law, ordinance, regulation, rule, code, order, constitution, common law, judgment, decree or other requirement or rule of any federal, state, local or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

**“Permitted Uses”** means any use of the SaaS Services by Customer or any Authorized User for the benefit of Customer in or for Customer's internal business operations.

**“Person”** means an individual and any entity, including, but not limited to, any corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust or association.

**“Process”** means to perform any operation or set of operations on any data, information, material, work, expression or other content, including to (a) collect, receive, input, upload, download, record, reproduce, store, organize, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate or make other improvements or derivative works, (b) process, retrieve, output, consult, use, disseminate, transmit, submit, post, transfer, disclose or otherwise provide or make available, or (c) block, erase or destroy. **“Processing”** and **“Processed”** have correlative meanings.

**“Service Provider Materials”** means all devices, documents, data, know-how, methods, processes, software and other inventions, works, technologies and materials, including any and all Service Software, Documentation, computer hardware, programs, reports and specifications, client software and deliverables provided or made available to Customer in connection with Service Provider’s performance of the SaaS Services, in each case developed or acquired by the Service Provider independently of this Agreement.

**“Service Provider Personnel”** means all employees and agents of Service Provider, all subcontractors and all employees and agents of any subcontractor, involved in the performance of Services.

**“Supported Release”** means versions of Service Software currently supported by Service Provider. Service Provider will support at a minimum the current generally available release in addition to the previous release of Service Software.

**“Representatives”** means a party’s employees, officers, directors, consultants, legal advisors and, with respect to Service Provider, Service Provider’s subcontractors, and, with respect to Customer, solely those of Customer’s independent contractors or service providers that are Authorized Users.

**“Service Software”** means the Service Provider software application or applications and any third-party or other software, and all new versions, updates, revisions, improvements and modifications of the foregoing, that Service Provider provides remote access to and use of as part of the SaaS Services made available to Customer.

**“Territory”** means the Customer’s service territory.

**“Third Party Materials”** means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, equipment or components of or relating to the Services that are not proprietary to Service Provider.

**“Upgrade”** means updating the Service Software to the most current generally available version.

2. **Services.**

2.1. **Services.** Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, during the Term, Service Provider agrees to provide to Customer and its Authorized Users access to certain of Service Provider's hosted software and hardware products and provide the following services: infrastructure and infrastructure monitoring, technical support, backup and recovery, data center access training, and Service Software upgrades for Customer's productive use of such services. Throughout the Term and at all times in connection with Service Provider's actual or required performance under this Agreement, Service Provider will, in accordance with all terms and conditions set forth in this Agreement and each applicable Service Order, provide to Customer and its Authorized Users the following services ("**Services**"):

- (a) the hosting, management and operation of the Service Software for availability and other services for remote electronic access and use by the Customer and its Authorized Users ("**SaaS Services**") as described in one or more written, sequentially numbered service orders specifically referencing this Agreement, which, upon execution of such service orders will be attached as part of Schedule B and by this reference are incorporated in and made a part of this Agreement (each, a "**Service Order**");
- (b) service maintenance and the Support Services as set forth in the applicable Service Order and the Service Level Agreement described in Schedule A; and
- (c) such other services as may be specified in the applicable Service Order.

except for Scheduled Downtime in accordance with the Service Level Agreement in Schedule A; service downtime or degradation caused by a Force Majeure Event or any other circumstances beyond Service Provider's reasonable control, including Customer's or any Authorized User's use of Third Party Materials, misuse of the SaaS Services, or use of the Services other than in compliance with the express terms of this Agreement and the Documentation. For avoidance of doubt, the SaaS Services do not include managed services and Customer agrees that it shall operate Service Software and monitor its operation of Service Software.

2.2. **Documentation.** The Documentation for the Service Software will accurately and completely describe the functions and features of the Service Software, including all subsequent revisions thereto. The Documentation will be understandable by a typical end user and will provide Authorized Users with sufficient instruction such that an Authorized User can become self-reliant with respect to access and use of the SaaS Services. Company will have the right to make any number of additional copies of the Documentation for internal business purposes at no additional charge.

2.3. **Service Orders.** Service Orders will be effective only when signed by Customer and Service Provider. Any modifications or changes to the SaaS Services under any executed Service Order will be effective only if and when memorialized in a mutually agreed written change order ("**Change Order**") signed by both Parties. Where a Change Order may result in an adjustment to fees, Service Provider will provide a written estimate of such adjustment to Customer within ten (10) calendar days of Service Provider's receipt of a Change Order. Upon approval of the written estimate to complete the Change Order, the

parties will each ratify the Change Order indicating any adjustments to the fees, or delivery schedule.

- 2.4. Professional Services. During the Term of this Agreement, Service Provider may also perform certain implementation, consulting, training and/or support services (“**Professional Services**”) as specified in mutually agreed upon written Statement of Work (“**SOW**”). Each SOW will contain a reference identifying it as a SOW under this Agreement and will contain the following information, as applicable:
- (a) a description of scope of the Professional Services;
  - (b) any other items to be delivered (“**Deliverable**”);
  - (c) the fees;
  - (d) an estimated schedule;
  - (e) assumptions on which the performance of the Professional Services or delivery of the Deliverables is conditioned; and
  - (f) itemization, if any, of Reimbursable Expenses as identified pursuant to Section 6.3.

Any provision of a SOW that deems any Deliverable developed by Service Provider to be a “work for hire” or the property of Customer will be contingent upon payment to Service Provider of all amounts properly invoiced to Customer pursuant to the applicable SOW.

- 2.5. No Software Delivery Obligation. Service Provider has no software delivery obligation and will not ship copies of any of the Service Software used to provide the SaaS Services to Customer as a part of the SaaS Services. Upon the end of the Service Order, Customer’s right to access or use the Service Software specified in the Service Order and the SaaS Services will terminate.
- 2.6. Use of Subcontractors. Service Provider may from time to time in Service Provider’s discretion engage third parties to perform Services (each, a “**Subcontractor**”).
- 2.7. Designation of Responsible Contacts. Customer will provide Service Provider with current appropriate contact information such that Service Provider may communicate maintenance notifications, outages, support items and other communications under this Agreement to Customer on an ongoing basis.

### 3. Customer Obligations.

- 3.1. Customer Systems and Cooperation. Customer, at all times during the Term to the extent applicable for the specific Service Order, will: (a) set up, maintain and operate in good repair and in accordance with the Documentation all Customer Systems on or through which the Services are accessed or used; (b) provide Service Provider with such access to Customer Systems as is necessary for Service Provider to perform the Services in accordance with the Availability Requirement as provided in the Service Level Agreement; and (c) provide all cooperation and assistance as Service Provider may reasonably request to enable Service Provider to exercise Service Provider’s rights and perform Service Provider’s obligations under and in connection with this Agreement.

- 3.2. Effect of Delay. Neither party is responsible or liable for the portion of any delay or failure of performance caused in whole or in part by the other party's delay in performing, or failure to perform, any of Customer's obligations under this Agreement.
- 3.3. Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 3.4, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within respective control of Customer and its Authorized Users that are necessary to stop the activity or threatened activity and to mitigate the effects of such activity (including, where applicable, by discontinuing and preventing any unauthorized access to the Services and Service Provider Materials and permanently erasing from Authorized Users' systems and destroying any data to which any of the Authorized Users have gained unauthorized access); and (b) notify Service Provider of any such actual or threatened activity.
- 3.4. Suspension or Termination of Services. Service Provider may, directly or indirectly, suspend, terminate or otherwise deny Customer's, any Authorized User's or any other third party's access to or use of all or any part of the Services or Service Provider Materials, without incurring any resulting obligation or liability, if: (a) Service Provider receives a judicial or other governmental demand or order, subpoena or law enforcement request that expressly or by reasonable implication requires Service Provider to do so; or (b) Service Provider believes, in its good faith and reasonable discretion, that: (i) Customer or any Authorized User has materially failed to comply with, any term of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement or in any manner that does not materially comply with any instruction or requirement of the Documentation; (ii) Customer or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading or unlawful activities relating to or in connection with any of the Services; or (iii) this Agreement expires or is lawfully terminated pursuant to its terms. This **Section 3.4** does not limit any of either party's other rights or remedies, whether at law, in equity or under this Agreement.

4. **Authorization and Restrictions.**

- 4.1. Authorization. Subject to and conditioned on Customer's payment of the Fees and material compliance and performance in accordance with all other terms and conditions of this Agreement, Service Provider hereby authorizes Customer, to access and use, solely in the Territory during the Term, the Services and such Service Provider Materials as Service Provider may supply or make available to Customer for the Permitted Uses by and through Authorized Users in accordance with the Documentation and the conditions and limitation set forth in this Agreement or any Service Order. In addition, Customer is authorized to:
- (a) generate, print, copy, upload, download, store and otherwise Process all GUI, audio, visual, digital and other output, displays and other content as may result from any access to or use of the SaaS Services;
  - (b) prepare, reproduce, print, download and a reasonable number of copies of Documentation as may be necessary or useful for any Permitted Uses of the SaaS Services under this Agreement;
  - (c) access and use the SaaS Services for production uses and applications as may be necessary or useful for the effective use of the SaaS Services for the Permitted Uses hereunder; and

- (d) perform, display, execute, and reproduce and distribute and otherwise make available to Authorized Users, any Service Provider Materials solely to the extent necessary to access or use the SaaS Services in accordance with the terms and conditions of this Agreement.

4.2. **Authorization Limitations and Restrictions.** Customer will not knowingly, or under circumstances in which Customer should know, permit any other Person to access or use the Services or Service Provider Materials except as expressly permitted by this Agreement and/or any Service Order and, in the case of Third-Party Materials, the applicable third-party license agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement or any Service Order expressly permits:

- (a) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make the Services or Service Provider Materials available to any third party that is not an Authorized User;
- (b) copy, modify or create derivative works or improvements of the Services or Service Provider Materials;
- (c) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the Services or Service Provider Materials, in whole or in part;
- (d) bypass or breach any security device or protection used by the Services or Service Provider Materials or access or use the Services or Service Provider Materials other than by an Authorized User through the use of his or her own then valid Access Credentials;
- (e) use or authorize the use of the Services or Documentation in any manner or for any purpose that is unlawful under applicable Law.
- (f) remove, delete, alter or obscure any trademarks, Documentation, warranties or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from any Services or Service Provider Materials, including any copy thereof;
- (g) access or use the Services or Service Provider Materials in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Right or other right of any third party, or that violates any applicable Law;
- (h) access or use the Services or Service Provider Materials for purposes of competitive analysis of the Services or Service Provider Materials, the development, provision or use of a competing software service or product or any other purpose that is to the Service Provider's detriment or commercial disadvantage; or
- (i) otherwise access or use the Services or Service Provider Materials beyond the scope of the authorization provided in this Agreement or in any applicable Service Order.

- 4.3. Excess Use. If Customer's use of the SaaS Services exceeds the volume of use authorized in the applicable Service Order (including as to the number of Endpoints), Customer will pay Service Provider the Fees attributable to the excess use in accordance with the applicable Service Order.
- 4.4. Non-Interference with Service Provider's Customers. Customer agrees that its use of the SaaS Services shall not restrict, inhibit, interfere with, or degrade other Service Provider customer's use of the SaaS Services (such as running custom queries against the database). If Customer's use of the SaaS Services violates such restrictions as determined by Service Provider, Service Provider may suspend or limit the SaaS Services of Customer that is causing the degradation of the services without penalty. In addition, Service Provider shall have the right to implement controls necessary to stop or limit future occurrences of a similar nature.

5. **Term and Termination.**

- 5.1. Term. This Agreement will begin on the Effective Date and will remain in full force and effect until thirty-six (36) months thereafter ("**Initial Term**") unless terminated by either party for cause, as described in Section 5.4, "**Termination for Cause,**" in which case this Agreement and all Service Orders/SOWs will also be terminated..
- 5.2. Term of Service Orders/SOWs. Each Service Order/SOW will remain in effect until the earlier to occur of: a) termination of such Service Order/SOW by either party for cause as described in Section 5.4 below; b) termination of such Service Order/SOW upon mutual written consent of the Parties; or c) expiration of the Service Order Term or completion of all Services and the delivery of all Deliverables required under the Service Order/SOW.
- 5.3. Renewal. Upon expiration of the Initial Term, this Agreement shall automatically renew for successive one (1) year periods (each a "**Renewal Term**" and together with the Initial Term, the "**Term**"), unless a party provides the other party with written notice of its intent not to renew this Agreement at least ninety (90) days prior to the expiration of the then current Term.
- 5.4. Termination for Cause. A party may terminate a Service Order/SOW and this Agreement if:
- (a) the other party is in default of a material obligation under the applicable Service Order/SOW or this Agreement, and such default has not been cured within thirty (30) calendar days after receipt of written notice (specifying the default) from the non-defaulting party. If the default specified in such notice is cured within the thirty (30) day period, the Service Order/SOW and Agreement will remain in effect. If the default cannot be cured within the thirty (30) day period, an additional thirty (30) days shall be provided for cure if the defaulting party has taken reasonable and diligent immediate and continuing actions following notice of default to achieve cure; or
  - (b) the non-terminating party enters into liquidation (apart from a solvent liquidation for the purposes of amalgamation or reconstruction) or is dissolved or declared bankrupt or has a receiver, administrator or administrative receiver appointed over all or part of its assets or enters into an arrangement with its creditors or takes or suffers any similar action.

- 5.5. Survival. The terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the performance thereof by either party hereunder will so survive the completion of the performance, cancellation or termination of this Agreement, including without limitation, Confidentiality, Infringement and Limited Warranties.

6. **Fees and Expenses.**

- 6.1. Fees. Customer agrees to pay for all services ordered as set forth in the applicable Service Order or SOW (the “Fees”). Payment is due within thirty (30) days of the invoice date (the “Due Date”). Following a 10-day grace period after the Due Date, Customer will incur late fees at the lesser of one percent (1%) per month or the maximum rate allowed by law.
- 6.2. Fees During Renewal Terms. Service Provider's Fees are fixed during the Initial Term. Service Provider fees for Renewal Terms shall escalate annually as of each anniversary of the Effective Date of the Service Order by the amount of the increase in the Consumer Price Index – All Urban Consumers of the Bureau of Labor Statistics of the U.S. Department of Labor for U.S. for All Items with Base Years 1982-1984=100. Those increases will be measured applying the twelve (12) month period ending in the month for which the most recent index results are available as of that anniversary of the Effective Date.
- 6.3. Reimbursable Expenses. If a Service Order and/or SOW permits reimbursement of expenses by Customer (“Reimbursable Expenses”), Service Provider will be reimbursed for those reasonable expenses, at cost. In addition, if there are any system communication fees that are incurred by Service Provider (i.e. long distance charges), Service Provider will invoice Customer monthly for the communications fees, which Customer agrees to pay.
- 6.4. Taxes. Customer is exclusively responsible for the collection and remittance of all sales and use, value added, duties, tariffs or other similar charges or taxes on the SaaS Services, other than taxes based upon Service Provider's income. All amounts set forth in an applicable Service Order/SOW are exclusive of taxes and taxes are not included in the Fees. Applicable taxes payable by Customer will be separately itemized of invoices sent to Customer. Should Customer be entitled to tax exemption status, Customer shall provide evidence of such tax exemption via a certificate or otherwise.
- 6.5. Invoices. Service Provider will invoice Customer for all Service Orders at the start of Initial Term and at least thirty (30) days prior to the start of any Renewal Term. Fees for time and materials SOW's and Reimbursable Expenses shall be issued monthly in arrears based on expenses incurred in the previous month. Fees for fixed bid SOW's shall be invoiced upon completion of the milestone as set forth in the applicable SOW. All Invoices shall be issued in electronic format, via such delivery means and to such address as are specified by Customer in writing from time to time. If more than one Service Order and/or SOW is in effect, Service Provider may provide an aggregate invoice for all amounts invoiced, together with separate invoices for each Service Order or SOW. Each separate invoice will: (a) clearly identify the Service Order or SOW to which it relates; (b) list each Fee item and Reimbursable Expense separately; (c) include sufficient detail for each line item to enable Customer to verify the calculation thereof; (d) for Fees determined on a time and materials basis, report details of time taken to perform Services on a per-individual basis; (e) be accompanied by all supporting documentation required hereunder for Reimbursable Expenses; and (f) include such other information as may be required by Customer as set

forth in the applicable Service Order or SOW. If Customer validly disputes any invoiced amount it shall pay the undisputed amounts and provide written notice of the basis of that dispute to Service Provider within thirty (30) days following delivery of that invoice. The parties will work diligently, promptly and in good faith to resolve any such disputes.

7. **Ownership and Restrictions.**

- 7.1. **Ownership of Customer Data.** As between Customer and Service Provider and its Subcontractors, Customer is and will remain the sole and exclusive owner of all right, title and interest in and to all Customer Data, including all Intellectual Property Rights relating thereto, subject only to the limited license granted in Section 7.2.
- 7.2. **Limited License to Use Customer Data.** During the Term of this Agreement and subject to the terms and conditions of this Agreement, Customer hereby grants Service Provider a limited, royalty-free, fully-paid up, non-exclusive, non-transferable and non-sublicensable license to Process the Customer Data in the United States as instructed by Customer or an Authorized User and solely as necessary to provide the SaaS Services for Customer's benefit as provided in this Agreement. Said license shall terminate upon the termination of this Agreement.
- 7.3. **Reservation of Rights.** Nothing in this Agreement grants any right, title or interest in or to (including any license under) any Intellectual Property Rights in or relating to, the Services, Service Provider Materials and Documentation or Third Party Materials, whether expressly, by implication, estoppel or otherwise. All right, title and interest in and to the Services, the Service Provider Materials and the Third Party Materials are and will remain with Service Provider and the respective rights holders in any such materials.

8. **Confidentiality.**

- 8.1. **Confidential Information.** From time to time during the Term of this Agreement, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**") non-public, proprietary, confidential information about its business affairs, products, services, confidential intellectual property, trade secrets, third party confidential information, source code and other sensitive or proprietary information in oral, written, electronic or other intangible form marked or indicated as "**Confidential**" or "**Proprietary**" at the time of disclosure (collectively, "**Confidential Information**"). Confidential Information, however, shall not include: (a) Information which is already generally available to the public; (b) Information which hereafter becomes generally available to the public, except as a result of the direct or indirect action of the Receiving Party in breach of this Agreement; (c) Information known to the Receiving Party or its Representatives on a non-confidential basis prior to receipt by the disclosing party; (d) Information that is independently developed without access to the Disclosing Party's Confidential Information; and (e) Information disclosed under legal compulsion; provided, however, that prior to a disclosure pursuant to an order or applicable law, the Receiving Party, to the extent permitted by law, promptly provides the other party written notice of such proposed disclosure and reasonably cooperates with the other party in its attempts to limit or prevent such disclosure. The Receiving Party shall use the Confidential Information solely for the performance of this Agreement and shall not disclose or permit access to Confidential Information other than to its Affiliates and its or their employees, officers, directors, attorneys, accountants and financial advisors (including insurers) (collectively, "**Representatives**") who: (a) need to know such Confidential Information

for the performance of this Agreement; (b) know of the existence and terms of this Agreement and (c) are bound by confidentiality obligations no less protective of the Confidential Information than the terms contained herein. These non-disclosure obligations shall survive the termination of this Agreement and shall continue for a period of five (5) years thereafter. Information need not be marked "Confidential" to be considered Confidential Information. "Confidential Information" includes any Confidential Information disclosed prior to the effective date of this Agreement. Customer Confidential Information shall also be deemed to include Customer Data regardless of marking or indication and shall not be subject to the exceptions referenced above. Any subcontractor retained pursuant to Section 2.6 shall adhere to this Section 8 as it regards to Confidential Information that comes into its possession.

- 8.2. Safeguarding Confidential Information. The Receiving Party shall safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its most sensitive information and no less than a reasonable degree of care. The Receiving Party shall promptly notify Disclosing Party of any unauthorized use or disclosure of Confidential Information and take all reasonable steps to cooperate with Disclosing Party to prevent further use or disclosure. The Receiving Party will be responsible for any breach of this Agreement caused by its Representatives.
- 8.3. No Rights in Confidential Information. Customer and Service Provider hereby acknowledge and agree that all Confidential Information of the other party shall remain the sole and exclusive property of such other party and that the receiving party shall have no proprietary rights, title or interests therein except as otherwise provided in this Agreement.
- 8.4. Termination. Upon termination for any reason, or at any other time that Customer or Service Provider demands, the other party shall promptly deliver and/or certify destruction of Confidential Information, as appropriate, to the requesting party all Confidential Information (copies and originals) of the requesting party as may be in the other party's possession or under its control.
- 8.5. Customer Data Exception. Notwithstanding the provisions of **Section 8** or any other provisions of this Agreement, none of the exclusions set forth in **Section 8** apply to any Customer Data.
- 8.6. Data Privacy and Security.
  - (a) Undertaking by Service Provider. Without limiting Service Provider's obligation of confidentiality as further described herein, Service Provider will use commercially reasonable efforts to establish and maintain a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the Customer Data; (b) protect against any anticipated threats or hazards to the security or integrity of the Customer Data; (c) protect against unauthorized disclosure, access to, or use of the Customer Data; (d) ensure the proper disposal of Customer Data; and, (e) ensure that all employees, agents, and subcontractors of Service Provider, if any, comply with all of the foregoing.
  - (b) Unauthorized Access. Service Provider will use commercially reasonable efforts to prohibit access to Customer Systems, in whole or in part, whether through Service Provider's Systems or otherwise.

- (c) Service Provider Systems. Service Provider will be responsible for the security, management and maintenance of information technology infrastructure, including all computers, software, databases, electronic systems (including database management systems) and networks used by or for Service Provider to access the Customer Systems or otherwise in connection with the SaaS Services ("**Service Provider Systems**").

9. **Indemnification.**

9.1. Service Provider's Indemnification Obligations. Service Provider will indemnify and defend Customer and its Affiliates and their respective officers, directors, employees, shareholders and members from and against any losses, claims, penalties, fines, judgments, damages, liabilities or expenses, including reasonable attorneys' fee ("**Losses**"), or threatened Losses arising out of third party claims relating to, incurred in connection with, or based upon any claim, threatened claim, suit, action or proceeding ("**Claim**") made against Customer:

- (a) that the Services infringe any Intellectual Property Rights of a third party enforceable in the U.S. ("**Infringement Claim**"); or
- (b) any claim for bodily injury or death of any individual, or the loss, damage or destruction of any real or personal property, resulting from the willful, negligent, reckless, fraudulent or intentional acts or omissions of Service Provider or its Subcontractor.

9.2. Indemnification Limitations. Service Provider will have no liability or obligation for any Losses to the extent that such Loss arises out of or results from any:

- (a) alteration or modification of the SaaS Services by or on behalf of Customer or any Authorized User without Service Provider's or Subcontractor's authorization (each, a "**Customer Modification**"), provided that no infringement, misappropriation or other violation of third party rights would have occurred without such Customer Modification and provided further that any alteration or modification made by or for Service Provider or Subcontractor at Customer's request will not be excluded from Service Provider's indemnification obligations hereunder unless (i) such alteration or modification has been made pursuant to Customer's written specifications after informed consent from Service Provider as to known consequences of such written specifications and (ii) the SaaS Services, as altered or modified in accordance with the Customer's specifications, would not have violated such third party rights but for the manner in which the alteration or modification was implemented by or for Service Provider;
- (b) Customer's access to or use of the SaaS Services that is expressly prohibited by this Agreement or otherwise outside the scope of access or manner or purpose of use described or contemplated anywhere in this Agreement, the Documentation or the applicable Service Order; or
- (c) material breach of this Agreement by Customer or noncompliance herewith by any Authorized User.

9.3. Customer's Indemnification Obligations. Customer will indemnify and defend Service Provider, its Subcontractors, Affiliates and such person's respective officers, directors,

employees, shareholder and members from and against Losses arising out of a Claim made against Service Provider relating to, incurred in connection with, or based upon:

- (a) Customer's use of the SaaS Services in material breach of this Agreement; or
- (b) any Infringement Claim asserted by any third party based upon Customer materials provided to Service Provider; or
- (c) any claim for bodily injury or death of any individual, or the loss, damage or destruction of any real or personal property, resulting from the willful, negligent, reckless, fraudulent or intentional acts or omissions of Customer.

9.4. Indemnification Procedures. The party seeking indemnification (the "**Indemnified Party**") will promptly notify the other party ("**Indemnifying Party**") in writing of any Claims for which it seeks indemnification pursuant to this Section 9 and reasonably cooperate with the Indemnifying Party at the Indemnifying Party's sole cost and expense. The Indemnifying Party will immediately take control of the defense and investigation of such Claim and will employ counsel reasonably acceptable to the other party to handle and defend the same, at the Indemnifying Party's sole cost and expense. The Indemnifying Party will not settle any Claim on any terms or in any manner that adversely affects the rights of the other party or any Indemnitee without the other party's prior written consent, which will not be unreasonably withheld or delayed. The other party and any Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. A party's failure to perform any obligations under this Section 9.4 will not relieve the Indemnifying Party of its obligations herein except to the extent that the Indemnifying Party can demonstrate that it has been prejudiced as a result of such failure.

9.5. Option. In addition to the foregoing indemnification obligations, if all or any part of the a SaaS Services is subject to an Infringement Claim, Service Provider may, at its discretion and expense, take the following actions:

- (a) Procure for Customer the right to continue using the SaaS Services; or
- (b) Modify or replace the allegedly infringing aspect of the SaaS Services to make it non-infringing, provided, however, that such modification or replacement will not degrade the operation or performance of the SaaS Services.
- (c) If neither of the remedies set forth in this **Section 9.5** is reasonably available with respect to the Infringement Claim features then Service Provider may direct Customer to cease any use of any materials that have been enjoined or finally adjudicated as infringing, provided that Service Provider will refund to Customer any prepaid Fees for SaaS Services that have not been provided.
- (d) Excluding the indemnity obligation owed by Service Provider to Customer, the remedies set forth in this Section 9.5 are Customer's exclusive remedies with respect to any Infringement Claim.

## 10. Limitations of Liability.

10.1. EXCLUSION OF INDIRECT DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR THE FOLLOWING

TYPES OF LOSS: LOSS OF PROFITS OR REVENUE; LOSS OF BUSINESS OR GOODWILL, OR BUSINESS INTERRUPTION, OR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, A SERVICE ORDER/SOW OR THE PERFORMANCE OR BREACH THEREOF, WHETHER BASED IN CONTRACT, TORT OR ANY OTHER THEORY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH CLAIM.

- 10.2. CAP ON DIRECT DAMAGES. EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY ARISING UNDER OR IN RELATION TO THIS AGREEMENT, A SERVICE ORDER/SOW (OTHER THAN CUSTOMER'S OBLIGATION TO PAY FEES) WILL BE LIMITED TO THE LESSER OF ACTUAL DIRECT DAMAGES OR THE ACTUAL FEES PAID BY CUSTOMER TO SERVICE PROVIDER UNDER THE AFFECTED SERVICE ORDER/SOW DURING THE EIGHTEEN (18) MONTH PERIOD PRIOR TO ANY INCIDENT UNDER WHICH OR IN RELATION TO WHICH THE LIABILITY ARISES.
- 10.3. EXCEPTIONS. THE EXCLUSIONS AND LIMITATIONS SET FORTH IN SECTIONS 10.1 AND 10.2 WILL NOT APPLY TO LOSSES ARISING OUT OF OR RELATING TO (A) A PARTY'S GROSS NEGLIGENCE OR MORE CULPABLE CONDUCT, INCLUDING ANY WILLFUL MISCONDUCT OR INTENTIONAL WRONGFUL ACTS (B) A PARTY'S INDEMNIFICATION OBLIGATIONS, (C) BREACH OF CONFIDENTIALITY OBLIGATIONS, (D) PERSONAL INJURY OR DEATH, OR DAMAGE TO ANY REAL OR TANGIBLE PERSONAL PROPERTY CAUSED BY EITHER PARTY'S NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OR (E) UNDER OR ANY OTHER LIABILITY WHICH MAY NOT BE EXCLUDED BY LAW.

11. **Representations and Limited Warranties.**

- 11.1. Mutual Representations and Warranties. Each party represents and warrants to the other party that:
- (a) it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization or chartering;
  - (b) it has, and throughout the Term and any Renewal Terms during which it does or is required to perform the SaaS Services will retain, the full right, power and authority to enter into this Agreement and perform its obligations hereunder;
  - (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate/ action of the party; and
  - (d) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with the Agreement terms, except as the enforceability thereof may be limited by bankruptcy and similar Laws affecting creditors' rights generally and by general equitable principles.

- 11.2. Additional Service Provider Warranties. Service Provider represents, warrants and covenants to Customer that:
- (a) it is in the business of providing the SaaS Services;
  - (b) it is the lawful licensee or owner of the SaaS Services (excluding any Customer Data therein) and has all the necessary rights in the SaaS Services to grant the use of the SaaS Services to Customer;
  - (c) the Service Software and Services will in all material respects conform to and perform in accordance with the Documentation and all requirements of this Agreement;
  - (d) it will use its best efforts to ensure that no Disabling Code is introduced into Customer's computing and network environment by the SaaS Services; and
  - (e) it will perform all Services in a timely, professional and workmanlike manner with a level of care, skill, practice and judgment consistent with generally recognized industry standards and practices for similar services, using personnel with the requisite skill, experience and qualifications, and will devote adequate resources to meet Service Provider's obligations under this Agreement.
- 11.3. Additional Customer Warranty. Customer represents, warrants and covenants to Service Provider that:
- (a) Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Data so that, as received by Service Provider and Processed in accordance with this Agreement, Customer does not and will not infringe, misappropriate or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any applicable Law.
  - (b) prior to Customer's delivery to Service Provider of any Customer Data that is outside of the Service Providers Systems, Customer shall use current industry state-of-the-art anti-virus measures to detect, prevent and remove Disabling Code, and to prevent the spread of Disabling Code between the Parties when accessing and/or exchanging data or software through the Interfaces or any other network connectivity.
- 11.4. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 11.1, SECTION 11.2 AND SECTION 11.3, ALL SERVICES AND SERVICE PROVIDER MATERIALS ARE PROVIDED "AS IS" AND SERVICE PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

12. **Insurance.**

12.1 Service Provider will, at its own expense, procure and maintain in full force and effect during the term of this Agreement, policies of insurance, of the types and in the minimum amounts as follows, with responsible insurance carriers duly qualified in those states (locations) where the SaaS Services are to be performed, covering the operations of Service Provider, pursuant to this Agreement: commercial general liability (\$1,000,000 per occurrence, \$2,000,000 aggregate); excess liability (\$2,000,000 per occurrence, \$2,000,000 aggregate); workers' compensation (statutory limits) and employers' liability (\$500,000 per accident); and, professional liability (\$1,000,000 per occurrence, \$1,000,000 aggregate). Where applicable, such limits of insurance may be satisfied by a combination of primary and umbrella/excess liability coverage. At Customer's request, Customer will be included, via blanket endorsement, as an additional insured in such policy, excluding workers' compensation and professional liability. The commercial general liability policy will also contain standard cross liability clauses which do not exclude coverage for claims between insureds. Service Provider will cause the liability it assumed under this Agreement to be specifically insured under the contractual liability section of the liability insurance policies. At Customer's Request, Service Provider will provide Customer with certificates of insurance evidencing all of the above coverage and will provide Customer with certificates of insurance evidencing renewal or substitution of such insurance within a reasonable amount of time following the effective date of such renewal or substitution.

13. **Force Majeure.**

13.1. **Force Majeure Events.** Neither party will be liable in damages or have the right to terminate this Agreement for any reasonable delay or default in performing under this Agreement if such delay or default is caused by conditions beyond the party's reasonable control, including without limitation acts of God, natural disasters, war or other hostilities, labor disputes, civil disturbances, governmental acts, orders or regulations or failures or fluctuations in electrical power, heat, lights, air conditioning or telecommunications equipment (each of the foregoing, a "**Force Majeure Event**"), provided that the non-performing party is without fault in causing such condition. Subject to the party so delaying promptly notifying the other party in writing of the reason for the delay and the likely duration of the delay, the performance of the delaying party's obligations, to the extent affected by the delay, will be temporarily suspended during the reasonable period of time that the cause persists, provided that if performance is not resumed within thirty (30) days after that notice, the non-delaying party may by notice in writing immediately terminate this Agreement.

14. **General Provisions.**

14.1. **Compliance with Laws/Export.** The Parties will comply with all applicable Laws, regulations and codes, including procurement of permits and licenses, when needed, of their respective states, territories, and/or countries in the performance of this Agreement, provided such is not in violation of the U.S. Government's Export and Anti-boycott Rules and Regulations. The SaaS Services and Deliverables and related technical information, documents and materials are subject to export controls under the U.S. Export Administration Regulations and other applicable laws. Customer will (a) comply strictly with all legal requirements established under these controls; (b) cooperate fully with Service Provider in any audit or inspection that relates to these controls; and (c) not export, re-export, divert or transfer, directly or indirectly, any such item to any country or person

who or which is embargoed by Executive Order or any applicable law, including any rules, regulations or policies promulgated thereunder.

- 14.2. Further Assurances. Each party will, upon the reasonable request, and at the sole cost and expense, of the other party, promptly execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.
- 14.3. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party will have authority to contract for or bind the other party in any manner whatsoever.
- 14.4. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder, other than routine communications having no legal effect, will be in writing and addressed to the parties as follows (or as otherwise specified by a party in a notice given in accordance with this Section):

If to Service Provider:

Landis+Gyr Technology, Inc.  
3000 Mill Creek Avenue, Suite 100  
Alpharetta, GA 30022  
Attn: Legal Department  
Facsimile: 678.258.1686

If to Customer:

City of Alliance  
908 Yellowstone Avenue  
Alliance, NE 69301  
Attn: Randy Furrow  
Facsimile No: 308.762.1191

Notices sent in accordance with this **Section 14.4** will be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile with confirmation of transmission), if sent during normal business hours of the recipient, and on the next business day, if sent after normal business hours of the recipient; or (d) on the fifth (5<sup>th</sup>) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

- 14.5. Interpretation. For purposes of this Agreement: (a) the words “include,” “includes” and “including” are deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; [and] (c) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole; and all personal pronouns, whether used in the feminine, masculine, or neuter gender, include all other genders and the singular will include the plural and vice versa. Unless the context otherwise requires, references herein: (x) to Sections, Schedules and Exhibits refer to the sections of, and schedules and exhibits attached to, this Agreement; (y) to an agreement, instrument or other document (including this Agreement) means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions

thereof, and together with all schedules and exhibits thereto; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The Schedules and Exhibits referred to herein will be construed with, and as an integral part of, this Agreement to the same extent as if such Schedules and Exhibits were set forth verbatim herein.

- 14.6. **Headings.** The headings in this Agreement are for reference only and will not affect the interpretation of this Agreement.
- 14.7. **Entire Agreement.** This Agreement, including all Service Orders and other Schedules and Exhibits and any other documents, agreements or instruments incorporated by reference herein, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, and all subsequent oral understandings and agreements with respect to such subject matter. In the event of any conflict between the terms of this Agreement and those of any Schedule, Exhibit or other document, the following order of precedence will govern: (a) first, this Agreement, excluding its Exhibits and Schedules; (b) second, the Exhibits and Schedules to this Agreement as of the Effective Date; and (c) third, any other documents, instruments or agreements incorporated herein by reference. This Agreement and all Service Orders take precedence over any purchase order issued by Customer, which may be accepted by Service Provider for administrative convenience only.
- 14.8. **Assignment.** Neither party will assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement without the other party's prior written consent, which consent will not unreasonably be withheld or delayed. Any purported assignment, delegation or transfer in violation of this Section 14.8 is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.
- 14.9. **No Third-party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or will confer on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
- 14.10. **Amendment and Modification; Waiver.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- 14.11. **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable according to Law, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable

manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

14.12. Governing Law; Submission to Jurisdiction.

(a) This Agreement and all related documents, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Nebraska, without regard to Nebraska's conflict of laws principles. The Uniform Computer Information Transactions Act does not have any application to this Agreement.

(b) Any legal suit, action or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Nebraska in each case located in Box Butte County, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein will be effective service of process for any suit, action or other proceeding brought in any such court.

14.13. Equitable Relief. The Parties will be entitled to seek injunctive or other equitable relief whenever the facts or circumstances would permit a party to seek equitable relief in a court of competent jurisdiction.

14.14. Attorneys' Fees. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees, expert witness fees and out-of-pocket and court costs from the non-prevailing party.

14.15. Limitations on Actions. No actions, regardless of form, arising from the transactions under this Agreement, may be brought by either party more than two (2) years after the cause of action has accrued.

14.16. Schedules and Exhibits. All Exhibits that are referenced herein and attached hereto, or are signed by both parties on or after the Effective Date, are hereby incorporated by reference. The following Schedules and Exhibits are attached hereto and incorporated herein:

Schedule A     Service Level Agreement  
Schedule B     Service Order; Pricing

14.17. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement and will become effective and binding upon the parties as of the Effective Date at such time as all the signatories hereto have signed a counterpart of this Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission (to which a signed PDF copy is attached) will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective

Date by their duly authorized representatives.

**Landis+Gyr Technology, Inc.**

By: *Eric Seiter*  
Eric Seiter (May 3, 2018)  
Name: Eric Seiter  
Title: Vice President & General Manager  
Date: May 3, 2018

**City of Alliance**

By: *Rick Kuckkahn*  
Rick Kuckkahn (May 9, 2018)  
Name: Rick Kuckkahn  
Title: City Manager  
Date: May 9, 2018

## SCHEDULE A

### SERVICE LEVEL AGREEMENT

Service Provider shall provide Customer with Service Levels on the terms and conditions set forth in this Schedule. All capitalized terms that are not defined in this Schedule shall have the respective meanings given to such terms in the SaaS Agreement.

1. **Definitions.** For purposes of this Schedule the following terms have the meanings set forth below.
  - “**Error**” means any reproducible failure of the Service Software to operate in all material respects in accordance with the Documentation and, to the extent consistent with and not limiting of the Documentation, including any problem, failure or error referred to in the Service Level Table.
  - “**Service Levels**” means the defined Error severity levels and corresponding required service level responses and response times referred to in the Service Level Table.
  - “**Service Level Table**” means the table set out in Section 2.4.
  - “**Support Period**” means the Service Order Term as set forth in the applicable Service Order.
2. **Availability Requirement.** Subject to the terms and conditions of the SaaS Agreement and this Schedule, Service Provider will use commercially reasonable efforts to make the SaaS Services Available, as measured over the course of each calendar month during the Support Period and any additional periods during which Service Provider does or is required to perform any SaaS Services (each such calendar month, a “**Service Period**”), at least 99.5% of the time, excluding only the time the SaaS Services are not Available solely as a result of one or more Exceptions (“**Availability Requirement**”). “**Available**” means the SaaS Services are available and operable for normal access and use by Customer and its Authorized Users over the Internet in material conformity with the Documentation.
  - 2.1. **Exceptions.** No period of SaaS Service degradation or inoperability will be included in calculating Availability to the extent that such downtime or degradation is due to any of the following (“**Exceptions**”):
    - a. Customer's misuse of the SaaS Services;
    - b. failures of Customer's or its Authorized Users' Internet connectivity;
    - c. internet or other network traffic problems other than problems arising in or from networks actually or required to be provided or controlled by Service Provider or its Subcontractor; or
    - d. Customer's or any of its Authorized Users' failure to meet any minimum hardware or software requirements set forth in the Documentation.
    - e. Force Majeure Event
    - f. Failure, interruption, outage or other problem with any software, hardware, system, network, facility or other matter not supplied by Service Provider pursuant to the SaaS Agreement or this Schedule.

- g. Scheduled Downtime; or
  - h. disabling, suspension or termination of the Services pursuant to Section 3.4 of the SaaS Agreement.
3. Support Services. Service Provider will provide SaaS Service maintenance and support services (collectively, “**Support Services**”) during the support hours throughout the Support Period in accordance with the terms and conditions of this Schedule and the SaaS Agreement, including the Service Levels and other Service Provider obligations set forth herein. The Support Services are included in the SaaS Services, and Service Provider will not assess any additional fees, costs or charges for such Support Services.

3.1. Support Service Responsibilities. Service Provider will:

- (a) respond to Support Requests in accordance with the Service Levels;
- (b) provide responsive telephone or email support as set forth in Section 3.6.
- (c) Provide online access to technical support bulletins and other user support information and forums, to the full extent Service Provider makes such resources available to its other customers.

3.2. Service Monitoring and Management. Service Provider will continuously monitor and manage the SaaS Services to optimize Availability (defined herein) that meets or exceeds the Availability Requirement. Such monitoring and management will include:

- (a) proactively monitoring on a twenty-four (24) hour by seven (7) day basis all SaaS Services, infrastructure and other components of SaaS Service security;
- (b) if such monitoring identifies, or Service Provider otherwise becomes aware of, any circumstance that is reasonably likely to threaten the Availability of the SaaS Service, taking all necessary and reasonable remedial measures to eliminate such threat and ensure Availability;
- (c) if Service Provider receives knowledge that the SaaS Service or any SaaS Service function or component is not Available (including by notice from Customer pursuant to the procedures set forth herein or in the applicable Service Order):
  - i. Service Provider will confirm the outage by a direct check of the associated facility or facilities;
  - ii. if Service Provider's facility check in accordance with clause (i) above confirms a SaaS Service outage in whole or in part: (A) notifying Customer pursuant to the procedures set forth herein or in the applicable Service Order that an outage has occurred, providing such details as may be available, including a Service Provider trouble ticket number, if appropriate, and time of outage; and (B) working all problems causing and caused by the outage until they are resolved as Critical Service Errors in accordance with the Support Request Classification set forth in the Service Level Table.

iii. Service Provider will continuously maintain the SaaS Services to optimize Availability that meets or exceeds the Availability Requirement. Such maintenance services will include providing to Customer and its Authorized Users:

a. such updates, bug fixes, enhancements, new releases, new versions and other improvements to the SaaS Services, including the Service Software, that Service Provider provides at no additional charge to Service Provider's other similarly situated customers. Specific upgrades are set forth in the applicable Service Order; and

b. all such services and repairs as are required to maintain the SaaS Services or are ancillary, necessary or otherwise related to Customer's or its Authorized Users' access to or use of the SaaS Services, so that the SaaS Services operate properly in accordance with this Agreement and the Documentation.

3.3. Scheduled Downtime. Planned maintenance and updates are not expected to exceed ten (10) hours in a normal month. Service Provider will use commercial reasonable efforts to provide Customer advance notification (via email) of scheduled maintenance that is anticipated to involve system unavailability of two (2) hours or more. Service Provider will use commercially reasonable efforts to notify Customer at least 48 hours (via email) in advance to schedule maintenance and updates ("**Scheduled Downtime**"). Service Provider will use commercially reasonable efforts to perform scheduled maintenance outside the hours of 7:00 AM – 7:00 PM Central Standard Time, Monday – Friday.

3.4. Service Levels.

Response times will be measured from the time Service Provider receives a Support Request until the respective times Service Provider has responded to that Support Request. Service Provider shall respond to all Support Requests within the following times based on Service Provider's designation of the severity of the associated Error, in accordance with the Table below, subject to the parties' written agreement to revise such designation after Service Provider's investigation of the reported Error and consultation with Customer:

Severity Level of incident	Definition	Response Time During Business Hours	Response Time During Non-Business Hours
Critical	<u>Critical Business Impact</u> – Impacts multiple users and halts or severely impacts the division's ability to conduct critical operations. Postponement of any critical interface file that can delay Field Services, Billing and daily critical activities.	1 Hours	2 Hours
High	<u>Significant Business Impact</u> – Impacts individual or small work group. Normal operations may be degraded but can continue.	1 Hours	4 Hours
Medium	<u>Some Business Impact</u> – Impacts individual or small work group. Normal operations may be degraded but can continue, and service response may be delayed until a mutually established future time. Issue is informational in nature, a request, suggestion or report. No immediate remedial action is expected.	1 Business Day	2 Business Days
Low	<u>Non-Business Impact</u> – Maintenance request, data requests, and non-critical process enhancements.	3 Business Days	6 Business Days

3.5. Support Requests and Customer Obligations.

- (a) Support Requests. Customer may request Support Services by way of a Support Request. Customer shall classify its requests for Error corrections in accordance with the severity levels classifications and definitions of the Service Level Table set forth in Section 3.4 (“**Support Request**”). Customer shall notify Service Provider of each Support Request by e-mail, telephone or such other means as the parties may agree to in writing. Customer shall include in each Support Request a description of the reported Error and the time Customer first observed the Error.
- (b) Customer Obligations. Customer will, by and through its employee or consultants provide the Service Provider with:
- i. prompt notice of any Errors; and
  - ii. each of the following to the extent reasonably necessary to assist Service Provider to reproduce operating conditions similar to those present when Customer detected the relevant Error and to respond to the relevant Support Request:
    - a. direct access to the Customer Systems and the Customer’s files and personnel;

- b. output and other data documents and information, each of which is deemed Customer's Confidential Information as defined in the SaaS Agreement; and
  - c. such other reasonable cooperation and assistance as Service Provider may request.
- 3.6. Service Desk Contact Information. Service Provider shall provide Customer with access to the Service Desk. Service Provider's current Service Desk business hours are 7:00 AM to 6:00 PM Central Time, Monday through Friday, excluding Service Provider observed holidays (available upon request) and weekends ("**Business Hours**"). In addition, emergency access to on-call personnel via Service Provider's Emergency Dispatch Service will be provided by Service Provider from 6:01 PM through 6:59 AM, and 24 hours per day on weekends and holidays. Service Provider shall provide advanced troubleshooting, via telephone or e-mail, as deemed necessary by qualified Service Provider personnel, to resolve Customer issues.
- 3.7. Submission Method. Customer can contact the Service Desk through:
- i. Telephone direct dial-in at 888.390.5733;
  - ii. Fax to 218.562.5530, or
  - iii. E-mail at [solutionsupport.na@landisgyr.com](mailto:solutionsupport.na@landisgyr.com)

All contact information is subject to change and update by delivery of notice and by posting on the Service Provider Website at [www.landisgyr.com](http://www.landisgyr.com).

4. Backup and Recovery. Service Provider will conduct or have conducted at minimum, daily backups of Customer Data and perform or cause to be performed other periodic backups (snapshots, differential backups, etc.). At least one backup will be stored online (directly accessible) and one full backup will be stored near-line. Both copies will be less than one week old and may be overwritten as they are replaced with newer backups. Weekly backups are stored for a minimum of one month. Monthly backups are stored off-site for a minimum of one (1) year.
5. Business Continuity and Disaster Recovery Protection. Service Provider has an ongoing Business Continuity ("**BC**") program (that includes Risk Assessment) that covers its primary locations as well as a Disaster Recovery ("**DR**") program for restoring its data center operations. Service Provider uses industry best practices and exercises its DR program, (i.e. failing over its customer services to an alternate datacenter with client verification) for an additional fee.
6. Communications. In addition to the mechanisms for giving notice specified in the SaaS Agreement, unless expressly specified otherwise in this Schedule or the SaaS Agreement, the parties may use e-mail for communications on any matter referred to herein.

**SCHEDULE B**

**SERVICE ORDER; PRICING**

**SERVICE ORDER NO. 1**

This Service Order No. 1 is a part of and incorporated into the SaaS Agreement. All capitalized terms that are not defined in this Schedule shall have the respective meanings given to them in the SaaS Agreement.

**SCOPE OF SERVICE.** Service Provider shall provide Customer with access to Services on the terms and conditions set forth in the SaaS Agreement. Service Provider will provide Services that will enable Customer to access the Service Software.

1. **Service(s) Description**

The Service Software provided to Customer consists of the following items:

- Gridstream Command Center RF
- Gridstream Command Center PLC
- Gridstream Command Center PLX
- Gridstream Advanced Security

2. **SaaS Service Term**

The initial term for this Service Order begins after Service Software installation upon verification of Customer's ability to access and utilize the SaaS Services as provided herein and in the SaaS Agreement and ends thirty-six (36) months thereafter (the "**Initial Service Order Term**").

Upon expiration of the Initial Service Order Term, this Schedule B shall automatically renew for successive one (1) year periods (each a "**Renewal Term**" and together with the Initial Service Order Term, the "**Service Order Term**"), unless a party provides the other party with written notice of its intent not to renew this Service Order at least ninety (90) days prior to the expiration of the then current term.

3. **SaaS Service Fees**

3.1 The Fee Schedule is determined by the total number of Endpoints deployed by Customer. The fee for the Initial Service Order Term for the number of Endpoints set forth in Section 2 of this Service Order (the “**Initial Service Fee**”) payable by Customer to Service Provider is a total of \$951.60 USD per month based on up to 6,344 Endpoints. Actual fee will be calculated and billed on a monthly basis and include adjusted fees for the total number of Endpoints in the “deployed” status on the last business day of the previous month, as indicated by the Command Center Software.

<b>SaaS RF Command Center (Hosting) Pricing</b>	
<b>Number of Deployed Endpoints</b>	<b>Monthly Fee Per Endpoint (based on SQL environment)</b>
Minimum Monthly Fee	\$950.00
Up to 10,000 (or Minimum Monthly)	\$0.15

3.2 The fees for the Renewal Terms of SaaS Service are payable by Customer to Service Provider as set forth in the SaaS Agreement.

3.3 Customer is required to add additional Endpoints prior to beneficial use of such additional Endpoints.

4. **Price Increases**

Service Provider's Additional Endpoint Fees are fixed during the Initial Term. Service Provider Additional Endpoint fees for Renewal Terms shall escalate annually as of each anniversary of the Effective Date of the Service Order by the amount of the increase in the Consumer Price Index – All Urban Consumers of the Bureau of Labor Statistics of the U.S. Department of Labor for U.S. for All Items with Base Years 1982-1984=100. Those increases will be measured applying the twelve (12) month period ending in the month for which the most recent index results are available as of that anniversary of the Effective Date.

5. **Summary of Services Included in Service Order**

SaaS Services are detailed in the SaaS Agreement. Services specific to this Service Order are detailed below:

5.1 **Project Coordination.** Service Provider will provide a project coordinator to provide direction to Customer relating to SaaS Services. Customer to provide primary point of contact to work with the project coordinator.

5.2 **Installation and Configuration.** Installing the Software in the data center with standard configurations. Custom configurations are available for an additional fee as detailed in an applicable SOW. Service Software includes Service Provider Application Software, operating system software, database software and any software running on the Service Provider equipment.

5.3 **Upgrades.** Service Provider and Customer will mutually agree on an upgrade schedule for Service Software. SaaS Services include at least one (1) Software Upgrade per calendar year. Customer agrees to remain on a Supported Release of Service Software. Service Provider will install all Software Upgrades on the Service Provider Equipment. Service Software includes Service Provider Application Software, operating system software, database software and any software running on the Service Provider Equipment. Software DOES NOT INCLUDE any application or tools

software running on local Customer computers or other Customer equipment including Mobile Administration Software (“MAS”) upgrades to handheld devices, endpoint programming software upgrades at the Customer site, Endpoint Test Manager (“ETM”), RadioShop, Tech Studio, or Substation Processing Unit Software Upgrades.

- 5.4 Integration(s). Service Provider will provide integrations to third party systems for an additional fee as detailed in the applicable SOW.
  - 5.5 Data Availability. Service Provider will make available on a live basis at least 90 days of Customer Data. Data older than 90 days will be archived and available to Customer upon request (additional fees may apply). Archive data will be retained for a minimum of one (1) year unless otherwise mutually agreed upon. Additional data retention periods are available for an additional fee.
  - 5.6 Monitor Collector Communications (To the Extent Service Provider is providing the Backhaul Services). To the extent applicable, Service Provider will monitor the status of system communications. In the event of a fault during normal business hours if the communications fault is a result of a Service Provider Equipment failure, Service Provider will resolve the communications fault. If the communications fault is not the result of a Service Provider Equipment failure, Service Provider will report the fault for resolution by Customer. In the event of a fault as a result of a Service Provider Equipment failure outside of normal business hours, Service Provider will attempt to resolve the issue; however, no notice of the event will be made to the Customer. Should Customer require assistance with respect to communications to the system, after hours assistance is available as described in Schedule A.
  - 5.7 Process Collector Communication Fees. Service Provider will process and invoice for communication fees as applicable.
6. Customer Responsibilities
- 6.1 Conduct Collector Field Maintenance. Customer will perform field maintenance work on the Meters/modules and Collectors. This includes, but is not limited to, updating the collector, ETM, RadioShop and other Field Tools software to the latest version.
  - 6.2 Interface Billing data to Customer Billing System. Customer is responsible for executing the Billing Extract file utilizing the functionality built into the Command Center Software and loading it into Customer’s billing system. Customer is also responsible for any exception processing that is associated with endpoints that do not have billing data available for a particular billing cycle window.
  - 6.3 Provide Collector Communication. Customer is responsible for purchasing and physically maintaining all collector communications infrastructure as applicable.
  - 6.4 Administer Login and Passwords. Customer is responsible for assigning security officer(s), administering all Software logins and passwords, to provide Customer-selected configurations and to maintain access rights for the Customer’s employees.
  - 6.5 Support Utility Consumer. Customer is responsible for handling all support for Customer’s own end-use consumers. Service Provider will not provide any support regarding billing inquiries or any other matter for end-use consumers.

- 6.6 Install and Upgrade Endpoint Programmer Software. Customer is responsible to load and maintain Endpoint Programmer Software on desired hardware at Customer's location including Tech Studio, ETM, RadioShop and other field tools.
- 6.7 Loading Files. Customer is responsible for loading MMF, IIF and CIF files to Software.
- 6.8 Application Administration. Customer is responsible to provide Customer-selected configurations and maintain access rights.
- 6.9 Application Operations. Customer is responsible to provide daily business operations of the Software monitoring jobs; reporting; coordination of issues, etc.
- 6.10 IT coordination. Customer is responsible to coordinate management of interfaces to connected Customer Systems.
- 6.11 Upgrades. Customer is responsible to validate upgrades to Software.

In the event of any conflict between the body of the SaaS Agreement and this Service Order B, the body of the SaaS Agreement will govern.

Small thumbnail image of a document page with text, likely a scan of the agreement mentioned in the title.

# City of Alliance SaaS Agreement - Electronic Signature Request

Adobe Sign Document History

05/09/2018

Created:	05/02/2018
By:	Sonia Jensen (sonia.jensen@landisgyr.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAkjkQBpM-cNLoJqO_0b-8Jgyx-n-iOj8Z

## "City of Alliance SaaS Agreement - Electronic Signature Request" History

-  Document created by Sonia Jensen (sonia.jensen@landisgyr.com)  
05/02/2018 - 11:05:25 AM PDT - IP address: 148.80.255.147
-  Document emailed to Eric Seiter (eric.seiter@landisgyr.com) for signature  
05/02/2018 - 11:09:03 AM PDT
-  Document viewed by Eric Seiter (eric.seiter@landisgyr.com)  
05/03/2018 - 1:14:50 PM PDT - IP address: 12.14.132.5
-  Document e-signed by Eric Seiter (eric.seiter@landisgyr.com)  
Signature Date: 05/03/2018 - 1:15:26 PM PDT - Time Source: server- IP address: 12.14.132.5
-  Document emailed to Rick Kuckkahn (rkuckkahn@cityofalliance.net) for signature  
05/03/2018 - 1:15:27 PM PDT
-  Document viewed by Rick Kuckkahn (rkuckkahn@cityofalliance.net)  
05/04/2018 - 8:06:11 AM PDT - IP address: 216.75.121.106
-  Document e-signed by Rick Kuckkahn (rkuckkahn@cityofalliance.net)  
Signature Date: 05/09/2018 - 12:19:57 PM PDT - Time Source: server- IP address: 216.75.121.106
-  Signed document emailed to calvin.bargsley@landisgyr.com, ahoesing@simmonsolsen.com, Eric Seiter (eric.seiter@landisgyr.com), Sonia Jensen (sonia.jensen@landisgyr.com), and 3 more  
05/09/2018 - 12:19:57 PM PDT

# Narrative

## May 16, 2023



### **RESOLUTION – LOAN FROM ELECTRIC FUND RESERVES TO GENERAL FUND FOR HVAC AND GOLF COURSE**

In anticipation of the current Library HVAC project and the proposed purchase of the golf course property for release from FAA restrictions, the City included a loan in the amount of \$2,300,000 from Electric Fund Reserves to the General Fund.

From this amount, \$1,018,000 (the value of the property as determined by the appraiser) will be earmarked for the purchase of the golf course property with the balance going toward the library HVAC. The General Fund will then “purchase” the golf course as a step toward seeking release of these properties from FAA restrictions. These restrictions will not be fully removed until such time that an updated Airport Layout Plan is accepted by the Federal Aviation Administration.

It is recommended that this loan be effective on June 1, 2023 with an initial interest rate of 4.25%. As with other loans from the Electric Fund, this rate would be reviewed, and if necessary, updated at six-month intervals.

**RECOMMENDATION: APPROVE THE LOAN FROM ELECTRIC FUND RESERVES TO GENERAL FUND**

RESOLUTION NO. 23-38

*WHEREAS*, The City of Alliance desires to utilize Electric Fund reserves to provide an interim inter-department loan to the General Fund to purchase the golf course property from the Airport and to pay for HVAC improvements to the Alliance Learning Center; and

*WHEREAS*, The City of Alliance budgeted for this loan, transfer, and associated purchases as part of the adopted FY 2022-2023 budget; and

*WHEREAS*, \$2,300,000 in Electric Fund reserves will be transferred to the General Fund with \$1,018,000 earmarked for purchase of the golf course and \$1,282,000 earmarked for the library HVAC project; and

*WHEREAS*, Staff is recommending that a loan in the amount of \$2,300,000 from Electric Fund reserves to the General Fund be made with an effective date of June 1, 2023 at a rate of 4.25%.

*NOW, THEREFORE, BE IT RESOLVED* by the Mayor and Council of the City of Alliance, Nebraska, that an interim inter-department loan in the amount of \$2,300,000 from Electric Fund reserves to the General Fund with an effective date of June 1, 2023 at a rate of 4.25% is hereby approved.

PASSED AND APPROVED this 16<sup>th</sup> day of May, 2023.

\_\_\_\_\_  
Brian Mischnick, Vice-Mayor

(SEAL)

Attest: \_\_\_\_\_  
Shelbi C. Pitt, City Clerk

Approved as to Form and Legality:

\_\_\_\_\_  
Simmons Olsen Law Office, Legal Counsel

# Narrative

## May 16, 2023



### **RESOLUTION – PURCHASE OF GOLF COURSE FROM AIRPORT FOR PURPOSE OF SATISFYING FAA REQUIREMENTS**

The City Council previously approved the purchase contingent upon FAA approval. On further review and research the City Manager is of the opinion that we must finalize the purchase and then work on including the change as part of the Airport Master Plan. The updated resolution replaces the previous resolution addressing this issue and removes the contingency language.

Adoption of this resolution means that the City will move forward with closing documents, deeds, etc. and make the appropriate transfers of funds, subject to a previously approved loan agreement between the Electric and General funds. We continue to work with the FAA and State of Nebraska on timing of the revised Airport Master Plan.

### **RECOMMENDATION: APPROVE PURCHASE OF GOLF COURSE FOR PURPOSE OF SATISFYING FAA REQUIREMENTS**

RESOLUTION NO. 23-39

*WHEREAS*, The City of Alliance desires to release the properties identified as areas 2 and 6A on the City of Alliance Airport Layout Plan (Revision 4, dated 1/08) (the “Properties”) from any and all federal obligations and land use requirements related to the Federal Aviation Administration; and

*WHEREAS*, The “Properties” are hereby further described as being:

And all land lying north and east of the airport access road and located within the North Half (N½) of Section Seven (7), Township Twenty-four (24) North, Range Forty-seven (47) West of the 6<sup>th</sup> P.M., Box Butte County, Nebraska;

And all land lying north and east of the airport access road and located within the South Half (S½) of Section Seven (7), Township Twenty-four (24) North, Range Forty-seven (47) West of the 6<sup>th</sup> P.M. Box Butte County, Nebraska;

*WHEREAS*, The City of Alliance recognizes that it may need to provide to its airport account, for future aeronautical uses of the airport, the fair market value for the Properties to obtain this release of federal obligations and land use requirements from the Federal Aviation Administration; and

*WHEREAS*, “Yellow Book” compliant appraisals were completed for the properties in question with a resultant net appraised value of \$1,018,000.

*NOW, THEREFORE, BE IT RESOLVED*, by the Mayor and Council of the City of Alliance, Nebraska, to authorize payment in the amount of \$1,018,000 to the Airport Fund for the purpose of obtaining said release.

*BE IT FURTHER RESOLVED*, The Mayor or City Manager, as appropriate, are hereby authorized to execute all documents associated with this requested release or previous release from the Federal Aviation Administration, and to arrange payment to the Airport Fund.

*BE IT FURTHER RESOLVED*, this resolution supersedes Resolution No. 22-96.

PASSED AND APPROVED this 16<sup>th</sup> day of May, 2023.

\_\_\_\_\_  
Brian Mischnick, Vice-Mayor

(SEAL)

Attest: \_\_\_\_\_  
Shelbi C. Pitt, City Clerk

Approved as to Form and Legality:

\_\_\_\_\_  
Simmons Olsen Law Office, Legal Counsel

RESOLUTION NO. 22-96

*WHEREAS*, The City of Alliance desires to release the properties identified as areas 2 and 6A on the City of Alliance Airport Layout Plan (Revision 4, dated 1/08) (the "Properties") from any and all federal obligations and land use requirements related to the Federal Aviation Administration; and

*WHEREAS*, The "Properties" are hereby further described as being:

And all land lying north and east of the airport access road and located within the North Half (N½) of Section Seven (7), Township Twenty-four (24) North, Range Forty-seven (47) West of the 6<sup>th</sup> P.M., Box Butte County, Nebraska;

And all land lying north and east of the airport access road and located within the South Half (S½) of Section Seven (7), Township Twenty-four (24) North, Range Forty-seven (47) West of the 6<sup>th</sup> P.M. Box Butte County, Nebraska;

*WHEREAS*, The City of Alliance recognizes that it may need to provide to its airport account, for future aeronautical uses of the airport, the fair market value for the Properties to obtain this release of federal obligations and land use requirements from the Federal Aviation Administration.

*NOW, THEREFORE, BE IT RESOLVED*, by the Mayor and Council of the City of Alliance, Nebraska, to authorize payment in the amount of \$1,018,000 to the Airport Fund for the purpose of obtaining said release, conditional upon Federal Aviation Administration consent to release or acknowledgement of any previous consent.

*BE IT FURTHER RESOLVED*, The Mayor or City Manager, as appropriate, are hereby authorized to execute all documents associated with this requested release or previous release from the Federal Aviation Administration, and to arrange payment to the Airport Fund.

PASSED AND APPROVED this 15<sup>th</sup> day of November, 2022.

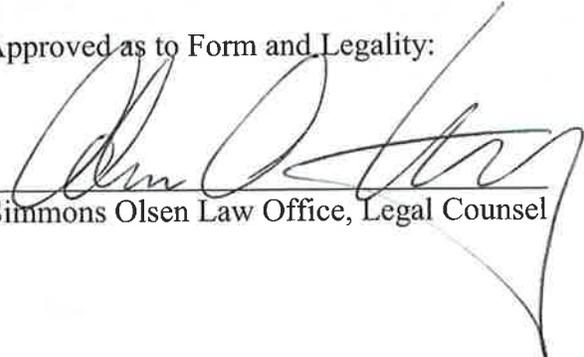
  
Mike Dafney, Mayor

(SEAL)

Attest:

  
Tarrah S. Johnson, City Clerk

Approved as to Form and Legality:

  
Simmons Olsen Law Office, Legal Counsel

# **Introduction**

# APPRAISAL REPORT

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

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

**Client's Name & Address:**  
Mr. Seth Sorensen  
City Manager  
City of Alliance  
324 Laramie, P.O. Box D  
Alliance, NE

**Appraiser's Name & Address:**  
Brandt Appraisal Company, Inc.  
Gary Brandt, MAI, CCIM, Nebraska Certified General Appraiser CG920235  
P.O. Box 71, Scottsbluff, NE 69361  
Phone 308-632-7228



---

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

June 6, 2022

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

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

Dear Mr. Sorensen:

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

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

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

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

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

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

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

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

**Contiguity or Proximity.** The entire tract is contiguous.

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

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

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

Respectfully Submitted,



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

# Table of Contents

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<b>Introduction .....</b>	<b>1</b>
Table of Contents .....	5
Appraiser's Certification .....	6
Executive Summary .....	9
Photographs .....	11
Statement of Assumptions and Limiting Conditions .....	18
Description of Scope of Work .....	27
Purpose of the Appraisal .....	29
<b>Factual Data .....</b>	<b>32</b>
Legal Description .....	33
Area, City, and Neighborhood Data .....	34
Property Data .....	40
Site .....	41
Improvements .....	43
Golf Course Description .....	45
Description of Furniture, Fixtures and Equipment (Rolling Stock): .....	45
Fixtures .....	46
Use History .....	47
Sales History .....	48
Rental History .....	49
Assessed Value and Annual Tax Load .....	50
Zoning and Other Land Use Regulations .....	51
<b>Data and Analysis and Conclusions .....</b>	<b>55</b>
Highest and Best Use .....	56
Sales Comparison Approach .....	60
Elements of Comparison .....	60
Adjustments – Improved Sales .....	76
Discussion of Improved Sales: .....	76
Time/Conditions of Sale: .....	76
Location: .....	77
Size: .....	77
Age: .....	77
Other Adjustments: .....	77
Income Capitalization Approach .....	79
Reconciliation and Final Opinion of Market Value .....	80
<b>Exhibits and Addenda .....</b>	<b>81</b>
Location Map .....	82
Comparable Data Maps .....	84
Detail of Comparable Sales Data .....	85
Golf Course Map Layout .....	86
Floor Plan .....	87
Title Evidence Report .....	89
Other Pertinent Exhibits .....	90
Qualifications of Appraiser .....	96

## Appraiser's Certification

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

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

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

**Appraiser's Certification (continued)**

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

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

Respectfully Submitted,



---

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

## General Certification

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

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



---

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

# Executive Summary

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

**Executive Summary (continued)**

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

**Final Opinion of Market Value**

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

**Photographs**

---

Taken by Gary Brandt – May 17, 2022



**Clubhouse – Front Elevation**



**Clubhouse – Rear Elevation**



**Golf Car Storage Building**



**Shop Building**



**Fairway**



**Water Hazard**



**Fenced Golf Storage**



**Driving Range**



**Sand Trap**



**Fairway**



**Sand Trap**



**Miscellaneous Building**

## Aerial Map Showing Picture Locations and Neighborhood



## **Statement of Assumptions and Limiting Conditions**

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### **Appraisal Assignment/Conditions**

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

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

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

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

## UASFLA Reporting Elements/Statements/Related Items

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

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

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

### General Statement of Limiting Conditions

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

## General Statement of Limiting Conditions (continued)

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

**Minerals of Commercial Value.** None Considered.

## **Statements of Limiting Conditions and Assumptions**

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

### **6. Limit of Liability**

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

### **7. Copies, Publication, Distribution, Use of Report**

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

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

## **Limiting Conditions and Assumptions (continued):**

### **8. Confidentiality**

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

### **9. Trade Secrets**

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

### **10. Information used**

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

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

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

## **Limiting Conditions and Assumptions (continued)**

### **12. Exhibits**

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

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

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

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

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

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

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

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

## **Limiting Conditions and Assumptions (continued)**

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

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

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

### **14. Legality of Use**

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

### **15. Component Values**

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

### **16. Auxiliary and Related Studies**

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

### **17. Dollar Values, Purchasing Power**

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

### **18. Inclusions**

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

## **Limiting Conditions and Assumptions (continued)**

### **19. Proposed Improvements, Conditioned Value**

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

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

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

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

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

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

### **21 Management of the Property**

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

### **22. Continuing Education Current:**

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

### **23. Fee**

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

### **24. Authentic Copies**

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

## **Limiting Conditions and Assumptions (continued)**

### **25. Insulation and Toxic Materials**

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

### **26. Compliance with the American Disabilities Act**

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

### **27. Review**

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

### **28. Changes, Modifications**

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

### **29. After Tax Analysis and/or Valuation**

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

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

## Description of Scope of Work

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

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

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

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

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

## **Description of Scope of Work (continued)**

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

## **Approaches Utilized**

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

The Sales Comparison Approach was also considered. The appraiser researched the market area for sales of similar properties in the region and this research resulted in some recent sales of similar properties. This approach will be the primary approach for the valuation of the subject property. The sales located were in rural locations and none of them included any goodwill or businesses enterprise value. The F, F and E (Rolling Stock) was separated in the sales used to form a value of the real estate only.

The Income Approach was not used, since the property is operated by a municipality and there would not be credible in the forming an operating statement for utilizing this approach.

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

## Purpose of the Appraisal

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

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

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

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

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

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

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

**Date of Opinion of Value.** The effective date of the appraisal is May 17, 2022, that was the date of inspection. Appraisals have specific effective dates because the value of real estate is subject to change both up and down over time. The currently recognized value trend for the subject property is that of a stable market. The expectation for future potential value increases is rated average for the neighborhood, as well as for the subject property.

**Offer to Accompany & Property Inspection.** The appraiser contacted Mr. Seth Sorenson, City Manager on May 16, 2022. The date of inspection was May 17, 2022, at 9:15 A.M. and the appraiser was accompanied by Mr. Sorenson.

## Invocation of USPAP's Jurisdictional Exception Rule

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

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

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

## **Summary of Appraisal Problem**

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

# **Factual Data**

## **Legal Description**

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The subject property is an 18-hole municipal golf course located at 2613 CR #57, Alliance, Nebraska.

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

## **Area, City, and Neighborhood Data**

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

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

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

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

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

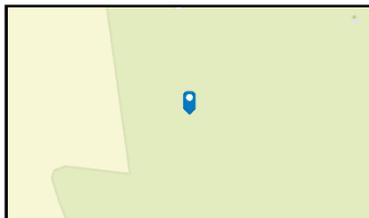
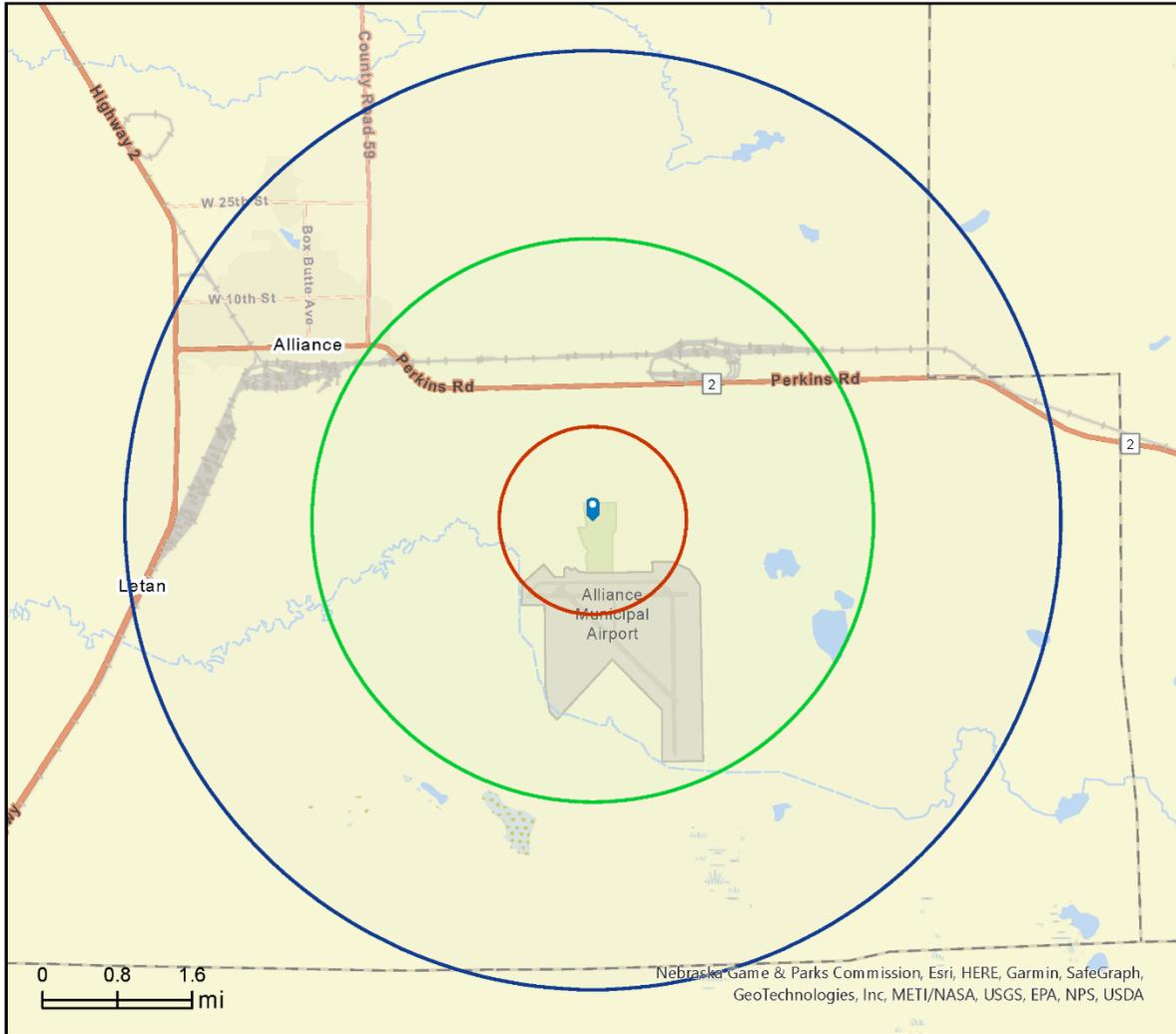
# Demographics Profile



## Site Map

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

Prepared by Esri  
Latitude: 42.07036  
Longitude: -102.81171



May 28, 2022



## Executive Summary

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

Prepared by Esri  
Latitude: 42.07036  
Longitude: -102.81171

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

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

### Median Age

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

### Race and Ethnicity

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

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

### Households

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

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

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

May 28, 2022



## Executive Summary

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

Prepared by Esri  
Latitude: 42.07036  
Longitude: -102.81171

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

### Households by Income

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

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

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

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

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

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

May 28, 2022

## **General Market Analysis**

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

The small rural golf courses in the region typically don't show a profit and owners that acquire this type of property are mostly purchasing a job and hoping to have the real estate appreciate over their holding period. The five golf course sales used in the report substantiate this fact.

### **General Market Conditions**

The small rural golf courses in the region typically don't show a profit and owners that acquire this type of property are mostly purchasing a job and hoping to have the real estate appreciate over their holding period. The five golf course sales used in the report substantiate this fact. The construction of a golf course would not be feasible at the present time based on construction costs and present economic conditions.

## **Property Data**

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### **Adjacent to State or Federal Lands**

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

### **Minerals/Timber Value, Oil or Gravel**

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

### **Environmental**

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

## **Site**

### **Site Description**

The subject parcel consists of one irregular shaped parcel of land with a total of 161.999 ± Acres according to county records. No problem drainage areas were noted.

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

### **Off-Site Improvements**

CR #57 is two lane paved county road.

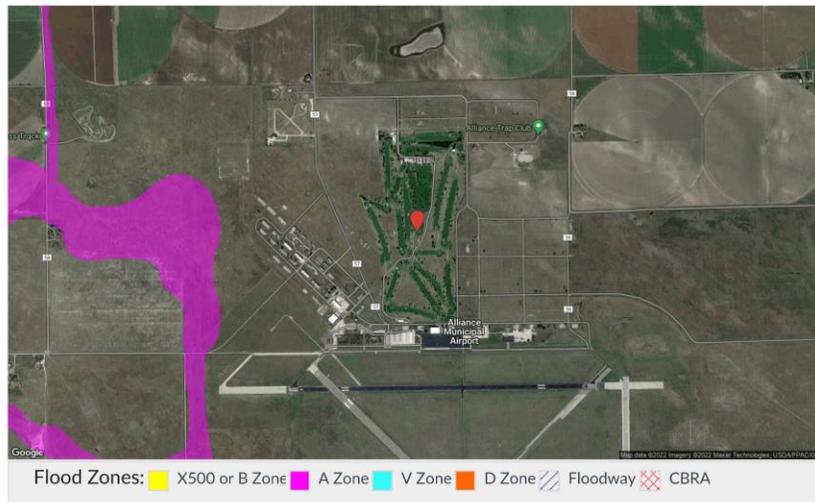
## Flood Hazard Area

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



RiskMeter

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



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Report generated May 28, 2022 by brandtappraisal@aol.com

## Improvements

<b>Clubhouse and Pro Shop</b>	
<b>Age</b>	1992
<b>Effective Age</b>	25 to 30 Years
<b>Condition</b>	Average
<b>Quality</b>	Average
<b>Gross Building Area</b>	6,100 ± SF
<b>Footings and Foundation</b>	Reinforced concrete wall and partition footings and foundation of adequate depth and strength to support designed load, including snow and wind stress
<b>Exterior Walls</b>	Steel panels with brick veneer wainscot on front and side on steel frame - glass and metal windows on front of the structure - glass and metal entry doors on front portion and steel pedestrian doors on rear portion
<b>Roof</b>	Steel panels on steel joists with decorative EFIS mansard- there is a front covered patio integrated with the building and covered patio on the east portion
<b>Floor</b>	Concrete slab over gravel base
<b>Interior Finish</b>	Drywall, paneling or equal - Ceiling finish is mostly suspended ceiling tiles - Floor finish is mostly carpet and tile in bathrooms – there is bar/lounge, dining/meeting room, pro shop - men’s and women’s locker rooms
<b>Electrical</b>	Wired in pipe conduit -110/220 - volt service sufficient for retail space - recessed fluorescent/led lighting light fixtures - Adequate wall switches and convenience outlets - Electrical includes all allied panel boxes and safety devices
<b>HVAC</b>	The subject has a gas fired forced air roof with combination air conditioner - Restroom include exhaust fan
<b>Plumbing</b>	Plumbing includes 2 - two fixture restroom for the entire building and kitchen area for preparing limited meals and necessary plumbing in lockers rooms
<b>Functional Obsolescence</b>	The subject is adequately designed for a pro shop, bar/lounge and restaurant
<b>External Obsolescence</b>	There are no adverse factors in the neighborhood that would negatively impact the subject
<b>ADA</b>	The restrooms are not in compliance

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## **Other Structures**

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There is a golf cart storage building with 8,880 ± SF built in 1997 in average condition. The quality is average. The building is unheated and has a mix of concrete aprons and packed gravel for the floor. There are 3 OHD's and a steel pedestrian doors. The building is a B & C steel building a regional supplier of this type of building

A shop maintenance building is present with 4,000 ± SF built in 1997 in average condition. The quality is average. The building is approximately half finished with a concrete floor, small offices, shop area and a restroom. This portion is insulated and heated with a suspended gas fired ceiling unit. The other half is unfinished with a graveled floor. There is an overhead door on each end of the building

There are some small ancillary structures used for storage, restrooms and covered areas. These facilities are fair quality and were in average condition.

There is a concrete silo that was once used as a water tank as part of the old Army Air Base. This structure does not affect the functionality or safety of the golf course and would be left in place if the property was ever marketed.

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## ***Golf Course Description***

Sky View Country Club is a public, 18-hole golf course located southeast of Alliance, Nebraska. Skyview golf course opened in 1952.

The fairways are delineated by strings of mid-size pines and elms. Several greens are guarded by shallow bunkers and traps. The rough is dry hard-pan in places. A large pond resides in the northern portion of the course. It will soak up wayward shots on numbers 9 and 10.

The course measures 6,845 yards from the championship tees and 5,500 yards from the forward trees. The gently rolling fairways are suitable for golfers that choose to walk rather than utilize a golf cart. There is a driving range. The course rating is 70 with a slope rating of 112 with bluegrass.

The course is irrigated by underground sprinklers supplied by a well and pump on the north portion of the course and is reported sufficient for irrigating the course. Overall, the course appears to be in average condition.

### ***Description of Furniture, Fixtures and Equipment (Rolling Stock):***

The necessary equipment for the operation of an 18-hole golf course. The visual inspection of the equipment indicated that was useable was mostly fair to average condition. The equipment is essential to the operation value of the subject golf course. The five sales used in the report included an allocation of this item based on conversations with the parties involved. and this part

## ***Fixtures***

There are no other fixtures.

## ***Use History***

### **Present Use & 10-Year Use History**

For decades, the property's primary use has used as golf course operated by the City of Alliance. The copies of all the deeds are located in the Addenda Section of the report.

## ***Sales History***

### **10-Year Sales History**

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

<b>Book &amp; Page</b>	<b>Date Executed</b>	<b>Deed Type</b>
22-676	June 10, 1942	None Stated
24-263	June 10, 1942	Warranty Deed

## ***Rental History***

### **3-Year Rental History**

The subject has not been leased in the last three years since it is owner operated.

## ***Assessed Value and Annual Tax Load***

The Box Butte County records indicates the subject is tax exempt since in is owned by the City of Alliance and is tax exempt.

## ***Zoning and Other Land Use Regulations***

The subject property is located within the zoning district of Box Butte County, according to Mr. Sorensen, City Manager. A full copy of the zoning regulations is included in the addenda section of this report.

### **SECTION 5. "A" AGRICULTURAL DISTRICT**

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

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

#### **5.02. Permitted Uses:**

1. Accessory single family dwellings for persons customarily employed at or engaged in farming or ranching.
2. Apiaries.
3. Asphalt or concrete batch plant and borrow pits used temporarily and exclusively for the completion of a public road improvement project.
4. Bed and Breakfasts
5. Churches & cemeteries.
6. Cultivation, storage, and sale of crops, vegetables, plants, flowers, and nursery stock raised on the premises.
7. Existing Class I Livestock Operations.
8. Extraction of minerals using non-excavation (drilling) techniques.
9. Farm or ranch operations, including the storage of chemicals and other farm associated products for sole use of the farm or ranch operator.
10. Golf Courses.
11. Grazing of livestock.
12. Home Occupations with five or fewer employees and conducted in accordance with Section 11.01.
13. Mining.

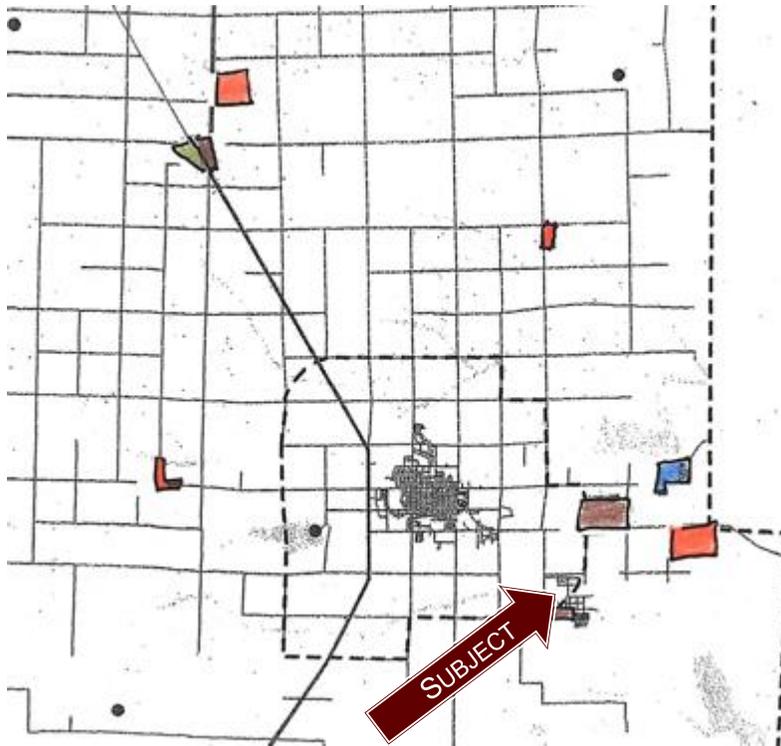
14. New livestock operations with less than 300 animal units, or more than 300 animal units if not confined for more than 90 days.
15. Offices incidental to the operation of the listed permitted uses.
16. One (1) primary single-family dwelling per legal lot/parcel, existing at the time of adoption of this Resolution, located within one mile of a livestock operation.
17. One (1) primary single-family dwelling per legal lot/parcel located more than one mile from a livestock operation.
18. Public parks and public recreation facilities.
19. Public utility transmission pipes, lines and substations.
20. Recreational tourist services.
21. Schools.
22. Tourist information area.

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

1. Agricultural Service establishments primarily engaged in performing agricultural husbandry, or horticulture services on a fee or contract basis including:
  - A. Grain and/or feed elevators
  - B. Crop dusting or spraying operations facilities (including hangers, landing strips, fertilizer storage facilities, and offices accessory to the crop dusting or spraying operation)
  - C. Farm equipment sales, repair, and installation facilities.
  - D. Veterinary clinics and hospitals and related facilities.
  - E. Grain and Feed Sales.
  - F. Commercial Grain Storage and drying.
  - G. Fertilizer storage, mixing, blending, and sales.
  - H. Seed processing, storage, mixing, blending, and sales.
  - I. Sorting, grading and packing fruits and vegetables for the grower.
  - J. Animal rendering, animal waste recycling and processing facilities.
  - K. Custom meat processing.
  - L. Livestock sales barns and facilities
  - M. Forage dehydration facilities.
2. Airports and landing strips.
3. Beet dump.

4. Billboards (in accordance with Section 12).
5. Cellular, television, or radio towers.
6. Commercial trailer washout.
7. Fairgrounds.
8. New livestock operations with 300 or more animal units confined for more than 90 days.
9. Kennels.
10. Home Occupation with more than 5 employees.
11. Pet Cemetery.
12. Power generating facilities and related uses.
13. RaceTracks.
14. Salvage Operation, Auto - possessing a Department of Motor Vehicles operating license.
15. Salvage Operation, Other - that can demonstrate processing and the sale of processed material is, or will, occur within the time limitation imposed as a condition of use.
16. Sewage and wastewater treatment operations.
17. Solid waste disposal sites and facilities.
18. Indoor or outdoor sporting and recreation facilities, public or private, that due to the nature of the facility generally require a location separated from urban areas. Examples include rifle ranges, sport clay facilities, riding arenas, etc. ***(Amended adopted July 7, 2003)***
19. Temporary housing for the care of an elderly or special need blood relative or immediate family subject to the conditions listed below and any additional conditions as may be required by the County.

# Zoning Map



- A - Agricultural District
- RE - Residential Estate District
- RL - Residential Low Density District
- RM - Residential Medium Density District
- C - Commercial District
- I - Industrial District
- Local Roads
- Expressway Corridor
- County Boundary
- Historic Resource Area
- Flood Hazard Areas

# **Data and Analysis and Conclusions**

## Highest and Best Use

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

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

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

**Vacant or Improved.** The subject property is presently a municipal golf course owned by the City of Alliance.

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

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

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

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

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

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

## **Highest and Best Use - As Vacant**

### **Legally Permissible**

The subject is located in Agricultural District zoning district in Box Butte County. The present operation of a golf course would be a permitted use. Information regarding a full description of zoning regulations for this district can be found in the Zoning section of this report.

### **Physically Possible Uses**

The development of a golf course with a clubhouse and ancillary buildings would be physically use of the site.

### **Financially Feasible**

The immediate neighborhood consists of several different uses which include the Alliance Airport, Nebraska VA Cemetery, industrial buildings and pasture land. The development of the site into an agricultural use such as pasture land would be the most financially feasible based upon current economic conditions and market preferences and trends and rural golf courses being purchased primarily to buy a job and offer a recreational use to the public. The cost to develop a golf course would be prohibitive based on current construction costs.

### **Maximally Productive**

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

## **Highest and Best Use - As Improved**

The subject is improved with an 18-hole golf course with a clubhouse with ancillary buildings. There are no other golf course facilities in Alliance that would directly compete the subject. The improvements would not be demolished for a change into agricultural land. The subject golf course if operated by the City or a private individual does serve a need for a golf course in the immediate area and surrounding small communities. As the five sales illustrate in the report, there is little or no business value inherent or present in rural golf course sale in a rural area and is purchased mainly for a job and serving the golfing community. Therefore, based on the previously recited information in this particular section, the subject golf course is highest and best use as improved.

## **Highest & Best Use Conclusion**

**Present (Predominate) Use.** The present use as an 18-hole golf course would represent the highest and best economic use of the subject, since it has been operating for years and serves the need in the community and surrounding area.

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

**Transitional Use(s) Considered.** None

## **Highest & Best Use of the Subject Property - Summary**

**Whole Subject Property.** The primary highest and best use of the subject property would be the continued as an 18-hole golf course based on the previously recited information in the Highest and Best use Section.

## **Sales Comparison Approach**

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In the sales comparison approach, the appraiser develops an opinion of value by analyzing closed sales, listings, or pending sales of properties that are similar to the subject property. The comparative techniques of analysis applied in the sales comparison approach are fundamental to the valuation process. Estimates of market rent, expenses, land value, cost, depreciation, and other value parameters may be derived in the other approaches to value using comparative techniques. Similarly, conclusions derived in the other approaches are often analyzed in the sales comparison approach to estimate the adjustments to be made to the sale prices of comparable properties.

In the sales comparison approach, an opinion of market value is developed by comparing properties similar to the subject property that have recently sold, are listed for sale, or are under contract (i.e., for which purchase offers and a deposit have been recently submitted). A major premise of the sales comparison approach is that an opinion of the market value of a property can be supported by studying the market's reaction to comparable and competitive properties.

Comparative analysis of properties and transactions focuses on similarities and differences that affect value, which may include variations in property rights, financing terms, market conditions, and physical characteristics, among others. Elements of comparison are tested against market evidence using paired sales, trend analysis statistics, and other techniques to identify which elements of comparison within the data set of comparable sales are responsible for value differences

### ***Elements of Comparison***

Elements of comparison are the characteristics of properties and transactions that help explain the variances in the prices paid for real property. The appraiser determines the elements of comparison for a given appraisal through market research and supports those conclusions with market evidence. When properly identified, the elements of comparison describe the factors that are associated with the prices paid for competing properties. The market data, if analyzed properly, will identify the elements of comparison within the comparable sales that are market-sensitive.

The basic elements of comparison that should be considered in sales comparison analysis are as follows:

1. Real property rights conveyed
2. Financing terms
3. Conditions of sale
4. Expenditures made immediately after purchase
5. Market conditions
6. Location
7. Physical characteristics
8. Economic characteristics
9. Use
10. Non-realty components of value

**COMPARABLE SALE #1**

Name: Ender’s Lake Golf Course  
 Address: 33864 Highway #6, Enders, NE  
 Date of Sale: July 2020  
 Grantor: Donna Werkle  
 Grantee: Enders Lake Golf Course, LLC  
 Consideration: \$400,000  
 Price/Hole: \$44,444 (Overall Price)  
**Price/Hole: \$38,889 (Real Estate Only)**  
 Terms of Sale: Cash  
 Property Use: 95.55 acres with 9-Hole Grass Greens Golf Course  
 Year Built: 1968  
 Confirmed: County Records & Owner  
 Recorded: Book 49, Page 567 (Warranty Deed)  
 Condition: Average

<b>Golf Course</b>		<b>Supporting Improvements &amp; Equipment</b>	
Holes:	9	Clubhouse:	4,855 SF with Restaurant & Patio
Par:	36	Golf Cart Shed:	4,512 SF
Yardage:	3,296	Lean to - Golf Cart	1,950 SF
Slope:	113	Equipment Shed:	None
Rating:	35.4	Storage Shed:	400 SF
Greens:	Bentgrass	Irrigation Water:	450 GPM Well & Irrigation Ditch
Fairways:	Bluegrass	Sprinkler System:	UGS with hand- set sprinkler heads
Driving Range	Yes	Rolling Stock:	All maintenance equipment
Practice Green:	Yes	Inventory:	Inventory included in sale

**Comments:** The fairways are fairly wide, the rough is choppy and the greens are usually in good condition with two fairways affect by heavy rains and need to be pumped to maintain the play of the two fairways. There are few trees and no sand traps. The course is irrigated by the single irrigation well that pumps around 450 GPM. This is a replacement well that was new in 2009.

Underground pipes run down the middle of the fairways and sprinkler heads are all handset. Sprinkler head that water the tees and greens are also hand-set and spaced out to water the entire green or tee box. Type of grass on the fairways is bluegrass. Type of grass on the green is bentgrass.

**Comments (Continued):**

The greens are push-up style with subsurface layers of rock and sand for proper water infiltration to where the greens can be water daily without creating a diseased environment. This is a semiprivate golf course open to the public with daily green fees and annual memberships. There was no business value or good will that was part of the sale.

At the southeast corner of the property is a small 9-pad RV park with 110/220 electrical hook-up, water & sewer (into a septic system). The parking pads are dirt/grass surfaced. The other 8 pads are rented on daily and monthly basis. Drives and parking area are gravel surfaced. There are no other site improvements of any significance. The course is across the highway from Enders Lake.

**ALLOCATION OF SALE PRICE**

Rolling Stock (all maintenance equipment & carts) and Inventory:	\$50,000
Real Property (golf course and supporting improvements):	<u>\$350,000</u>
Total Sale Price:	\$400,000

**AERIAL VIEW OF SALE #1**



**COMPARABLE SALE #2**

Name: Chimney Rock Golf Course  
 Address: 7366 Road 108, Bayard, Nebraska  
 Date of Sale: May 2020  
 Grantor: City of Bayard  
 Grantee: Chimney Rock Golf Course, LLC (Sauer)  
 Consideration: \$251,000  
 Price/Hole: \$27,889 (Overall Price)  
**Price/Hole: \$22,222 (Real Estate Only)**  
 Terms of Sale: Cash  
 Property Use: 120 acres with 9-Hole Grass Greens Golf Course  
 Year Built: 1991  
 Confirmed: County Records & Sam Jackson (City Clerk)  
 Recorded: Book: 81, Page 222-223 (Warranty Deed)  
 Condition: Average

<b>Golf Course</b>		<b>Supporting Improvements &amp; Equipment</b>	
Holes:	9	Clubhouse:	1,887 SF with Restaurant
Par:	36	Golf Cart Shed:	2,880 SF
Yardage:	3,271	Golf Cart Shed:	2,880 SF
Slope:	108	Equipment Shed:	1,746 SF
Rating:	34.6	Storage Shed:	1,456 SF
Greens:	Bentgrass	Irrigation Water:	500 GPM Well & Irrigation Ditch
Fairways:	Bluegrass	Sprinkler System:	UGS with handset sprinkler heads
Driving Range	Yes	Rolling Stock:	All maintenance equipment and
Practice Green:	Yes	Inventory:	inventory included in sale

**Comments:** This sale was confirmed with Sam Jackson, Bayard City Clerk. Ms. Jackson indicated the City had been losing money in the operation and management of the golf course for 20 years and it was time for the City to get rid of the financial burden. Ms. Jackson also indicated that the golf course was irrigated from the Farmers Irrigation District Canal, which is not the case, as the golf course has 81.25 certified irrigated acres with the North Platte NRD for a ground water well, which is used to irrigate the golf course. According to Scott Scheinman, Water Resources Coordinator with the NRD, there are no water use restrictions for the golf course. There are 12 acres of water rights under the Farmers Irrigation District that have not been used for years as the canal water has not been needed.

**Comments (Continued):**

The golf course has very gentle sloping topography, built-up greens and hazards include a few sand traps and lots of trees. The property is located about ½ mile north of Bayard adjacent the west side of Highway #26 and has good access and visibility. This is a semiprivate golf course open to the public with daily green fees and annual memberships. There was no business value or good will that was part of the sale. This sale would be considered a distress sale. The operation of a golf course by a small municipality is seldom successful.

**ALLOCATION OF SALE PRICE**

Rolling Stock (all maintenance equipment & carts) and Inventory:	\$51,000
Real Property (golf course and supporting improvements):	<u>\$200,000</u>
Total Sale Price:	\$251,000



**AERIAL VIEW OF SALE #2**



**COMPARABLE SALE #3**

Name: Riverview Golf Course  
 Address: 100928 County Road 19, Scottsbluff, Nebraska  
 Date of Sale: June 2021  
 Grantor: Riverview Golf and Country Club Corporation  
 Grantee: Riverview Golf Course, LLC  
 Consideration: \$810,000 (Primary Land/Golf Course)  
 Price/Hole: \$45,000 (Overall Price)  
**Price/Hole: \$36,111 (Real Estate Only)**  
 Terms of Sale: Cash to Seller  
 Land Use: 114 acres with 18-Hole Grass Greens Golf Course  
 Year Built: 1940  
 Confirmed: Purchase Agreement/County Records  
 Recorded: Book 2021, Page 3663 (Warranty Deed)  
 Condition: Fair to Average

<b>Golf Course</b>		<b>Supporting Improvements &amp; Equipment</b>	
Holes:	18	Clubhouse:	4,136 SF
Par:	70	Golf Cart Shed:	3,000 SF
Yardage:	6,024	Pole Frame Shed:	5,504 SF
Slope:	116	Shop:	1,000 SF
Rating:	68.1	Irrigation Water:	Two wells
Greens:	Bentgrass	Sprinkler System:	UGS for greens & tee boxes
Fairways:	Bluegrass		Fairways
Driving Range	Yes	Rolling Stock:	All maintenance equipment
Practice Green:	Yes		

**Comments:** This sale was confirmed with the bank that made the loan. The green and tee boxes have underground sprinkler and are run off two wells. The fairways are irrigated with underground sprinklers that needed to be replaced. The golf course was originally built, in the 1940's. A clubhouse built in the 1940's with updating in the 1990's. The condition was average. The quality was average. The golf cart shed was built in 1963. The pole frame shed was built in 1990. Both of these structures were in fair condition and quality was fair. The golf course has sloping topography, built-up greens and hazards include a pond, a few sand traps and trees. This is a course of only 6,024 yards, but the small greens make it challenging.

**Comments (Continued):**

The course is a Par -70. The course rating is 68.1 with a slop rating of 116. The fairways have many small plateaus and ridges and holes 6 through 9 are scenic and challenging. The property is located about 4 miles west of Scottsbluff on Highway #92 with good access and visibility. This is a semiprivate golf course open to the public with daily green fees and annual memberships. There was no business value or good will that was part of the sale.

This sale included 45.48 acres of excess land that was recreational land along the North Platte River and was valued at \$305,000 that was not necessary to operate the golf course. There were two older residences moved in next to the driving range that were updated in the 1980's and 1990's. The condition was average and quality was average. The contribution value of these two structures were valued at \$90,000 combined. The rolling stock was valued at \$160,000. The total selling price of the property was \$1,205,000. The two residences were valued \$90,000. Therefore, the golf course and rolling stock were valued at \$810,000 including the rolling stock.

**ALLOCATION OF SALE PRICE**

Rolling Stock (all maintenance equipment & carts):	\$160,000
Real Property (golf course and supporting improvements):	<u>\$650,000</u>
Revised Sale Price:	\$810,000



AERIAL VIEW OF SALE #3



**COMPARABLE SALE #4**

Name: O’Neill Country Club  
 Address: 49175 West Hynes Avenue, O’Neill, Nebraska  
 Date of Sale: August 2015  
 Grantor: O’Neill Country Club  
 Grantee: OGC, LLC  
 Consideration: \$600,000  
 Price/Hole: \$66,667 (Overall Price)  
**Price/Hole: \$60,000 (Real Estate Only)**  
 Terms of Sale: Cash  
 Land Use: 72.9 acres with 9-Hole Grass Greens Golf Course  
 Year Built: 1961  
 Confirmed: County Records & Jim Gotschell  
 Recorded: Book: 206, Page 526 (Warranty Deed)  
 Condition: Average

<b>Golf Course</b>		<b>Supporting Improvements &amp; Equipment</b>	
Holes:	9	Clubhouse:	2,306 SF with 1,536 SF basement
Par:	36	Golf Cart Shed:	1,800 SF
Yardage:	3,680	Golf Cart Shed:	2,920 SF
Slope:	120	Equipment Shed:	3,360 SF
Rating:	37.6		
Greens:	Bentgrass	Irrigation Water:	1,000 GPM well
Fairways:	Bluegrass	Sprinkler System:	Underground pipe system with
Driving Range	Yes		handset sprinkler heads
Practice Green:	Yes	Rolling Stock:	All maintenance equipment

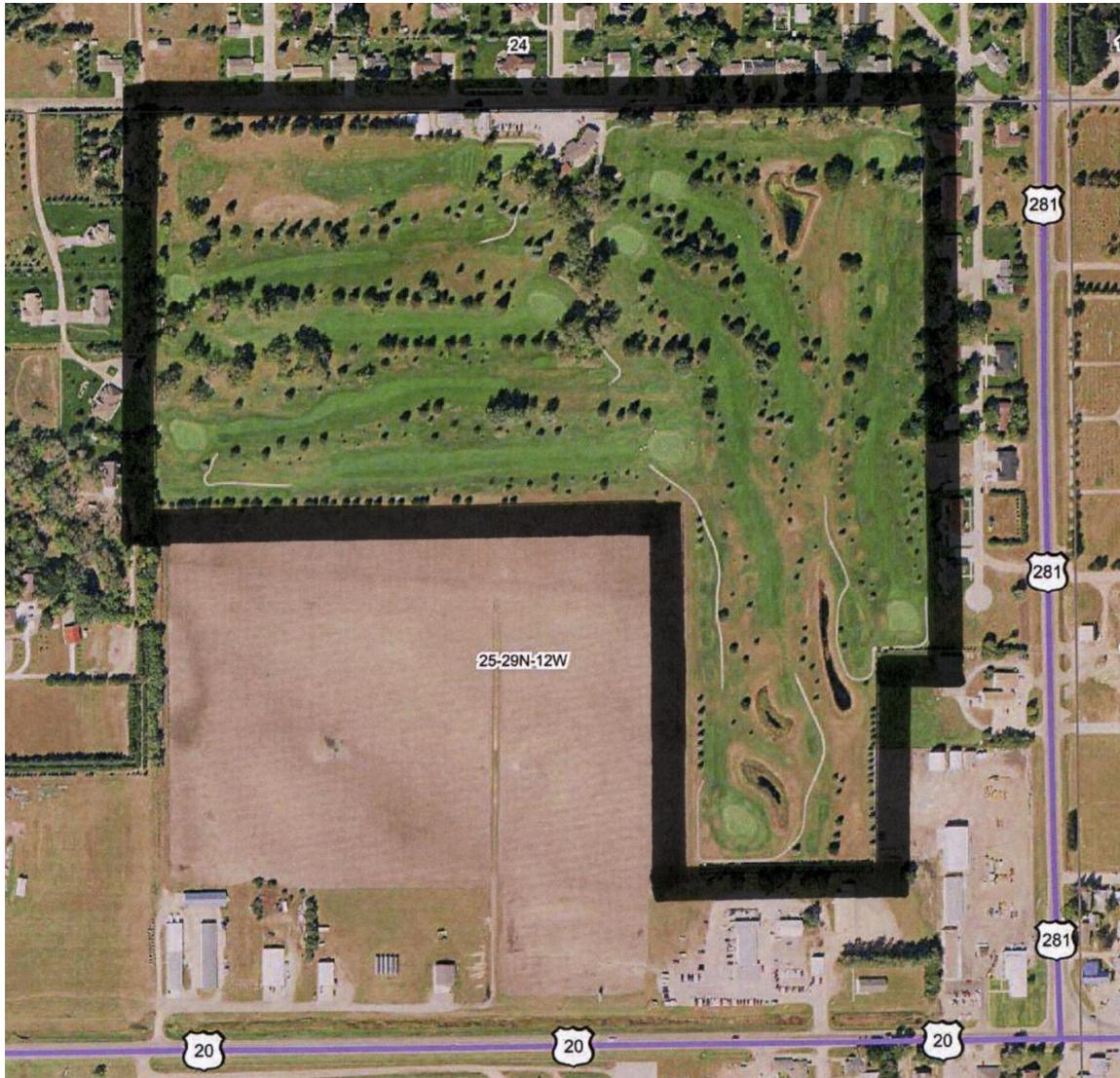
**Comments:** This sale was confirmed with Jim Gotschell, president of OGL, LLC. Mr. Gotschell indicated that this sale was from around 100 members of the O’Neill Country Club to newly formed group of 40 people, the OGC, LLC. The sale price was based on what was owed the bank and OGC, LLC paid off the bank note. The golf course has nearly level topography, built-up greens and hazards include a few ponds and trees. The property is located on the west edge of O’Neill with good access and fairly good visibility from Highways #20 and #281. This is a semiprivate golf course open to the public with daily green fees and annual memberships. There was no business value or good will that was part of the sale.

**ALLOCATION OF SALE PRICE**

Rolling Stock (all maintenance equipment & carts):	\$40,000
Real Property (golf course and supporting improvements):	<u>\$500,000</u>
Total Sale Price:	\$540,000



**AERIAL VIEW OF SALE #4**



**COMPARABLE SALE #5**

Name: North Platte Country Club  
 Address: 1008 West 18<sup>th</sup> Street, North Platte, Nebraska  
 Date of Sale: July 2018  
 Grantor: Country Club of North Platte  
 Grantee: Rivers Edge Golf Club Nebraska, LLC  
 Consideration: \$1,200,000  
 Price/Hole: \$66,667 (Overall Price)  
**Price/Hole: \$44,444 (Real Estate Only)**  
 Terms of Sale: Cash  
 Land Use: 116.88 ac. with 18-Hole Grass Greens Golf Course  
 Year Built: 1916  
 Confirmed: County Records & Dustin Jorgenson (buyer)  
 Recoded: Instrument #201803712 (Warranty Deed)  
 Condition: Fair to Average

<b>Golf Course</b>		<b>Supporting Improvements &amp; Equipment</b>	
Holes:	18	Clubhouse:	8,821 SF w/Restaurant & Pro Shop
Par:	71	Golf Cart Shed:	4,192 SF
Yardage:	6,371	Golf Cart Shed:	932 SF
Slope:	116	Equipment Shed:	1,260 SF
Rating:	70.1	Equipment Shed:	4,224 SF
Greens:	Bentgrass	Irrigation Water:	1,000 GPM well
Fairways:	Bluegrass	Sprinkler System:	Auto UGS sprinklers
Driving Range	Yes	Rolling Stock:	All maintenance equipment and
Practice Green:	Yes	Inventory:	Inventory included in sale

**Comments:** This sale was confirmed with Dustin Jorgenson. Mr. Jorgenson indicated the property was in average condition and his father Bear Jorgenson had been managing the property over the past 3 years and had completed a lot of deferred maintenance projects. At the time of purchase, the restaurant and outdoor pool were closed. The Jorgenson’s have revitalized the restaurant and pool, and they are now open again.

**Comments (Continued):**

The golf course has nearly level topography, built-up greens and hazards include a few ponds, sand traps and trees. The property is located on the north edge of North Platte with good access. Visibility is poor, due to setting ¼ mile west of Highway #83. This is a semiprivate golf course open to the public with daily green fees and annual memberships. There was no business value or good will that was part of the sale.

**ALLOCATION OF SALE PRICE**

Rolling Stock (all maintenance equipment & carts) and Inventory:	\$400,000
Real Property (golf course and supporting improvements):	<u>\$800,000</u>
Total Sale Price:	\$1,200,000



**AERIAL VIEW OF SALE #5**



**Summary of Improved Sales**

Sale #	Location	Property Type	Sale Date	Cash					
				Equivalent	# of Holes	Price/Hole	Year Built	Condition	Quality
1	33864 Highway #6, Enders, NE	Golf Course & Clubhouse	Jul-20	\$350,000	9	\$38,889	1968	Average	Average
2	7366 RD. #108, Bayard, NE	Golf Course & Clubhouse	May-20	\$200,000	9	\$22,222	1991	Average	Average
3	100928 CR #19, Scottsbluff, NE	Golf Course & Clubhouse	Jun-21	\$650,000	18	\$36,111	1960/1980	Fair to Average	Average
4	49175 W. Hynes Avenue, O'Neill, NE	Golf Course & Clubhouse	Aug-15	\$540,000	9	\$60,000	1961	Average	Average
5	1008 W. 18th Street, North Platte, NE	Golf Course & Clubhouse	Jul-18	\$800,000	18	\$44,444	1916	Fair to Average	Average
<b>Totals</b>				\$2,540,000	63	\$201,667			
<b>Average Mean</b>						\$40,333			
<b>Weighted Average</b>						\$40,317			
<b>Subject</b>									
	2613 CR #57, Alliance, NE	Golf Course & Clubhouse			18		1952/1992	Average	Average

## **Adjustments – Improved Sales**

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

<b>Adjustments to the Golf Comparable Sales - Real Estate Only</b>					
	<b>Sale #1</b>	<b>Sale #2</b>	<b>Sale #3</b>	<b>Sale #4</b>	<b>Sale #5</b>
<b>Price/Hole</b>	\$38,889	\$22,222	\$36,111	\$60,000	\$44,444
<b>Property Rights Conveyed</b>	\$0	\$0	\$0	\$0	\$0
<b>Base Price/Hole</b>	\$38,889	\$22,222	\$36,111	\$60,000	\$44,444
<b>Financing Terms</b>	\$0	\$0	\$0	\$0	\$0
<b>Conditions of Sale</b>	\$0	+\$8,000	\$0	-\$10,000	\$0
<b>Market Conditions/Time</b>	\$0	\$0	\$0	\$0	\$0
<b>Base Price/Hole</b>	\$38,889	\$30,222	\$36,111	\$50,000	\$44,444
<b>Location</b>	+\$4,500	+\$14,000	\$0	\$0	-\$5,000
<b>Physical Characteristics</b>	\$0	\$0	\$0	\$0	\$0
<b>Club House</b>	\$0	\$0	\$0	\$0	\$0
<b>RV Park</b>	-\$1,500	\$0	\$0	\$0	\$0
<b>Course and Club Condition</b>	\$0	\$0	+\$5,000	\$0	+\$5,000
<b>Age</b>	\$0	\$0	\$0	\$0	+\$2,500
<b>Non-Realty Components</b>	\$0	\$0	\$0	\$0	\$0
<b>Adjusted Price/Hole</b>	\$41,889	\$44,222	\$41,111	\$50,000	\$46,944

### **Discussion of Improved Sales:**

The sales of golf courses in Nebraska were sufficient to assist the appraiser in the valuation of the subject. The comparable sales were reliable indicators of value to the subject property. The adjustments were based on the price per hole for the real estate only. The explanation of adjustments is as follows:

### **Time/Conditions of Sale:**

Sales #1, #3 and #5 were arms' length transactions and no adjustment for this item was necessary for this item. Sale #2 was operated by a small municipality and this type of property is often sold below market value to dispose of the asset and required an upward adjustment for this item, when paired with the other sales. Sale #4 sold at a premium since a bank loan payoff that financed the property originally was required to acquire the property and required a downward adjustment for this item when paired with the other sales.

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

### **Location:**

Sales #1 and #2 were located in less populated areas than the subject and required upward adjustments when paired with Sales #3 and #5. Sale #5 was superior on location in relationship to the subject and required a downward adjustment when paired with the other sales.

### **Size:**

The sales when paired indicated an adjustment for a nine hole vs. an eighteen hole (Physical Characteristic) indicated an adjustment for size was not necessary.

### **RV Park:**

Sale #1 had a small RV park which was superior to the subject and required a small downward adjustment for this item when paired with the other sales.

### **Course & Club House Condition:**

The subject course was in similar condition to the other Sale #1, #2 and #4 and no adjustment for this item was necessary. Sales #3 and #5 were required updating of their club houses or irrigation system and required upward adjustments for this item.

### **Age:**

Sales #1 to #4 when paired indicated an adjustment for this item was no necessary. The age was based on the date of the actual golf course was constructed. The clubhouses have either been replaced, updated from the original date of construction of the actual course. The infrastructure would also be considered the same. Sale #5 was developed in 1916 with updating, however, required an upward adjustment for age when paired with the other sales.

### **Other Adjustments:**

Other adjustments were offsetting or negligible.

**Discussion of Adjustments (continued):**

After consideration of the previous market transactions, with adjustments for location, size, quality, physical characteristics, conditions of the sale, and other valuation considerations, the appraiser considered the sale price per square hole with a refined range of \$43,000/hole to \$47,500/hole. The average price was \$44,834/hole.

A final adjusted price of \$46,000/hole was considered appropriate for the real estate only.

Applying this opinion of market value to the subject's number of holes results in the following indication of value via the Sales Comparison Approach:

$$18 \text{ holes @ } \$42,500/\text{Hole} = \$828,000$$

**Value Indicated by the Sales Comparison  
Approach Real Estate Only (rounded): \$828,000**

## **Income Capitalization Approach**

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The Income Approach was not used, since most of these type of sales does include any good will or business enterprise value. The subject is owned and operated by the City of Alliance. The Income Approach would not be applicable in this appraisal.

# Reconciliation and Final Opinion of Market Value

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

**Sales Comparison Approach      - - -      \$828,000 (Real estate Only)**

## Sales Comparison Approach

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

## Final Opinion of Value

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

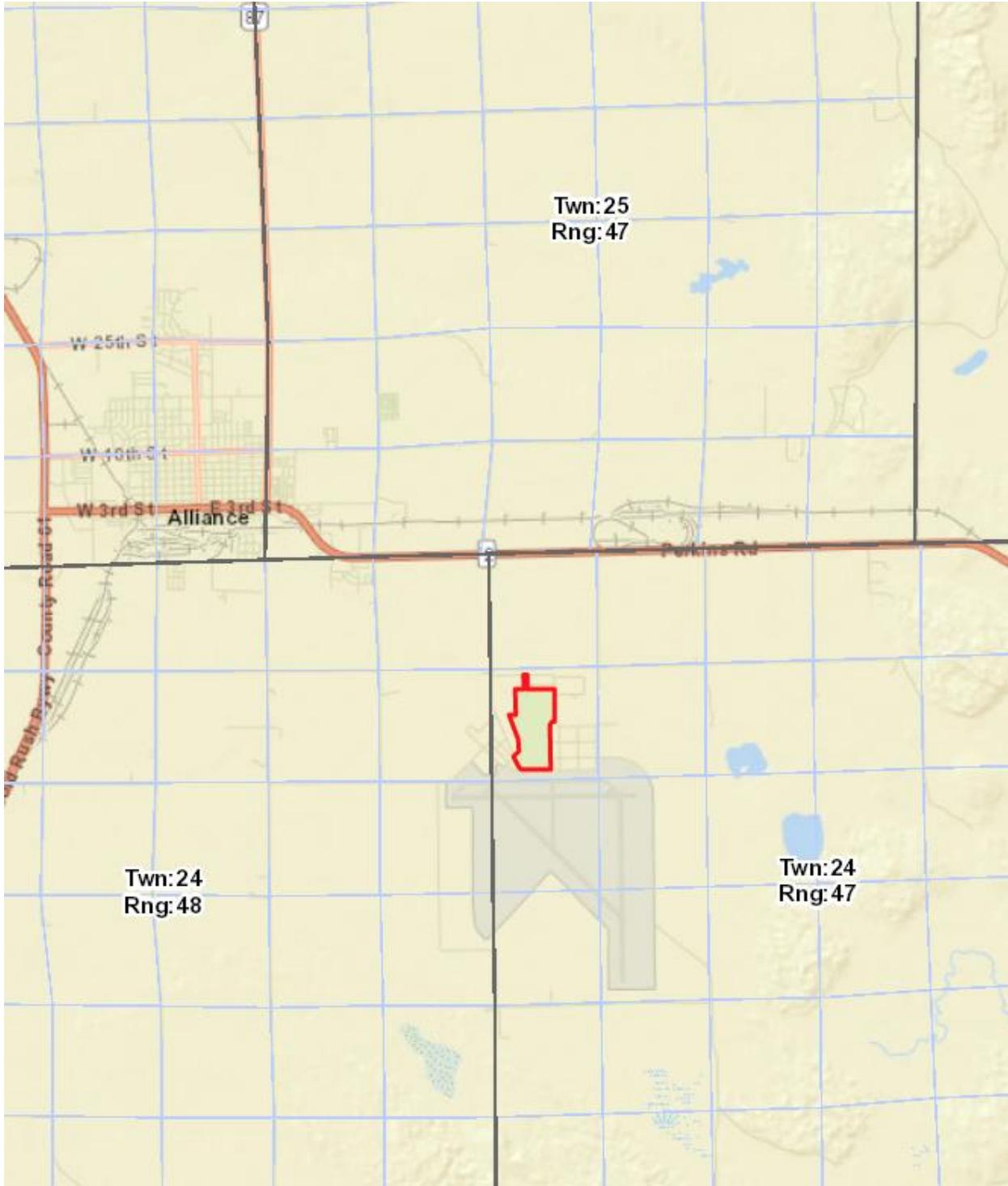
As a result, of an inspection of the subject and analysis of pertinent data, it is my opinion that the market value of the subject parcel of the fee simple estate of the subject property as is, as of May 17, 2022, was:

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

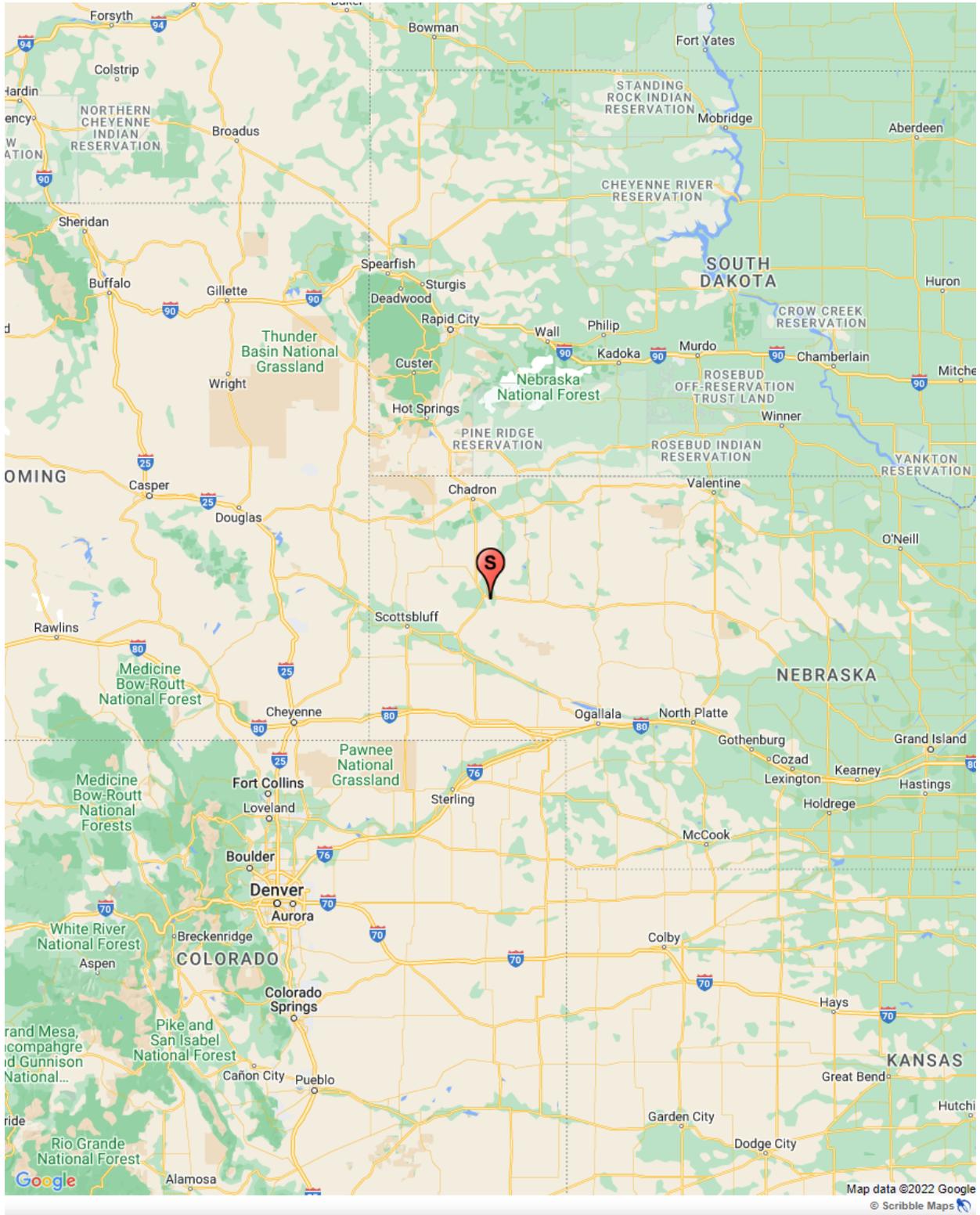
# **Exhibits and Addenda**

# Location Map

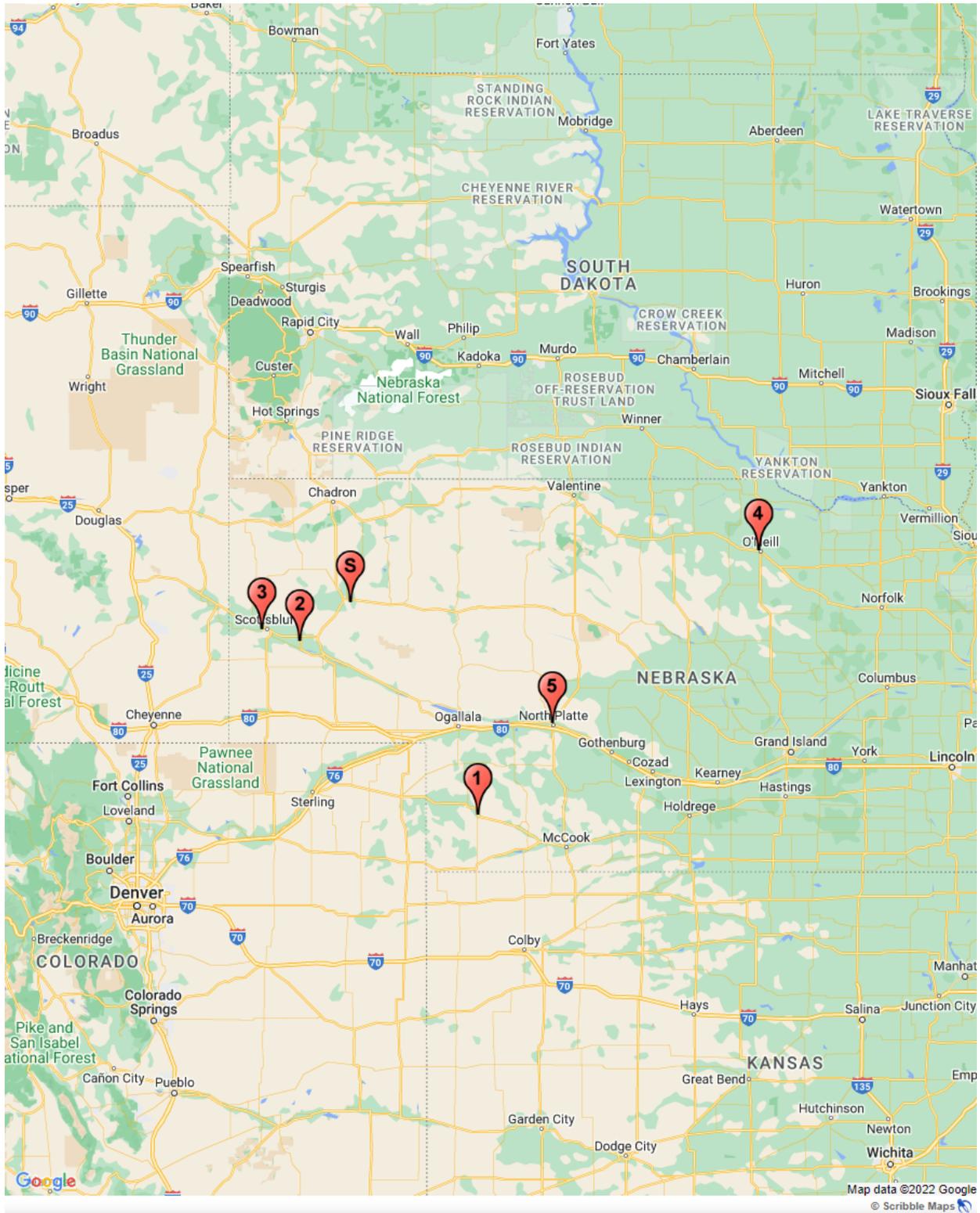
## Immediate Area



# General Area



# Comparable Data Maps



## **Detail of Comparable Sales Data**

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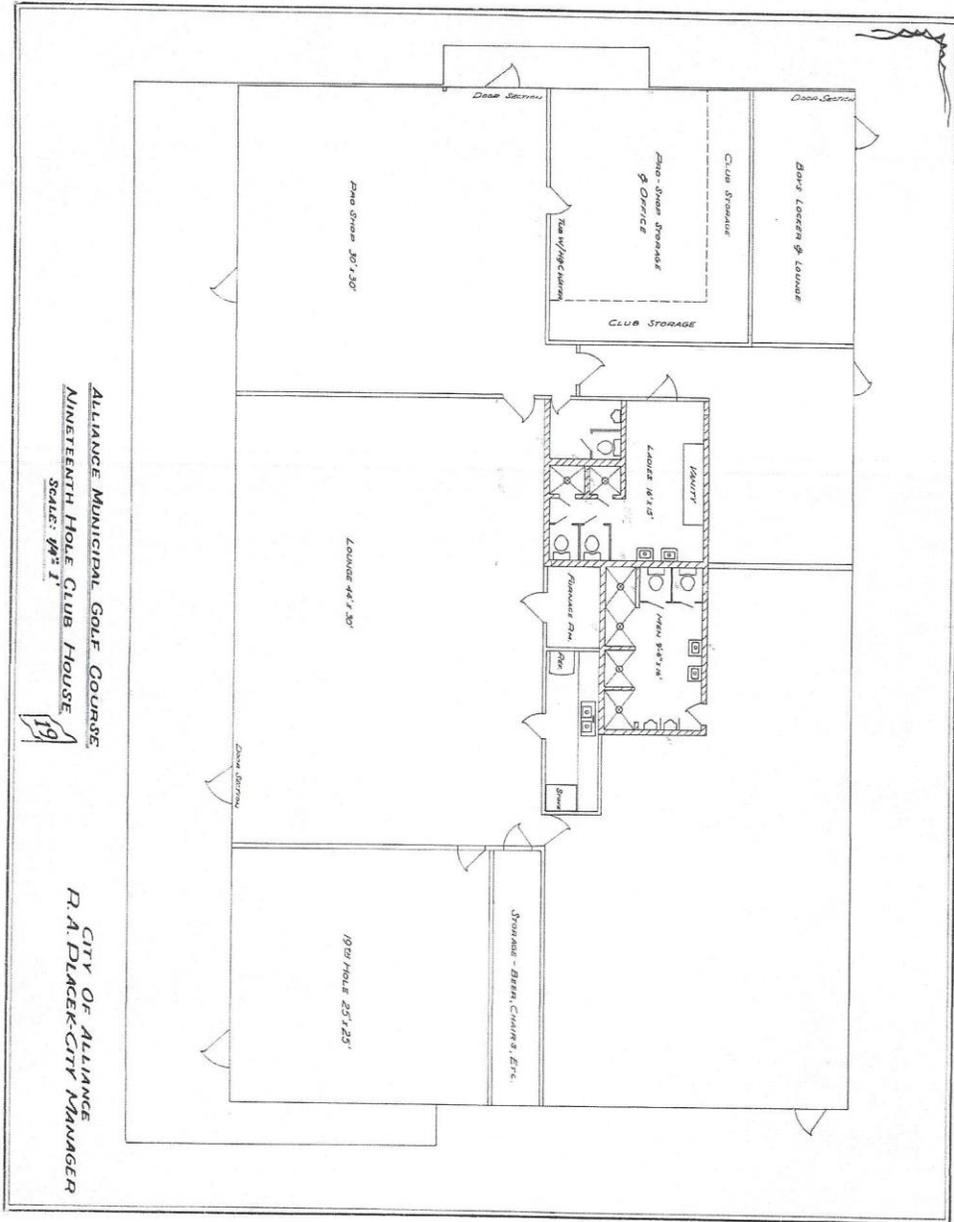
This data is included in the body of the report.

**Golf Course Map Layout**

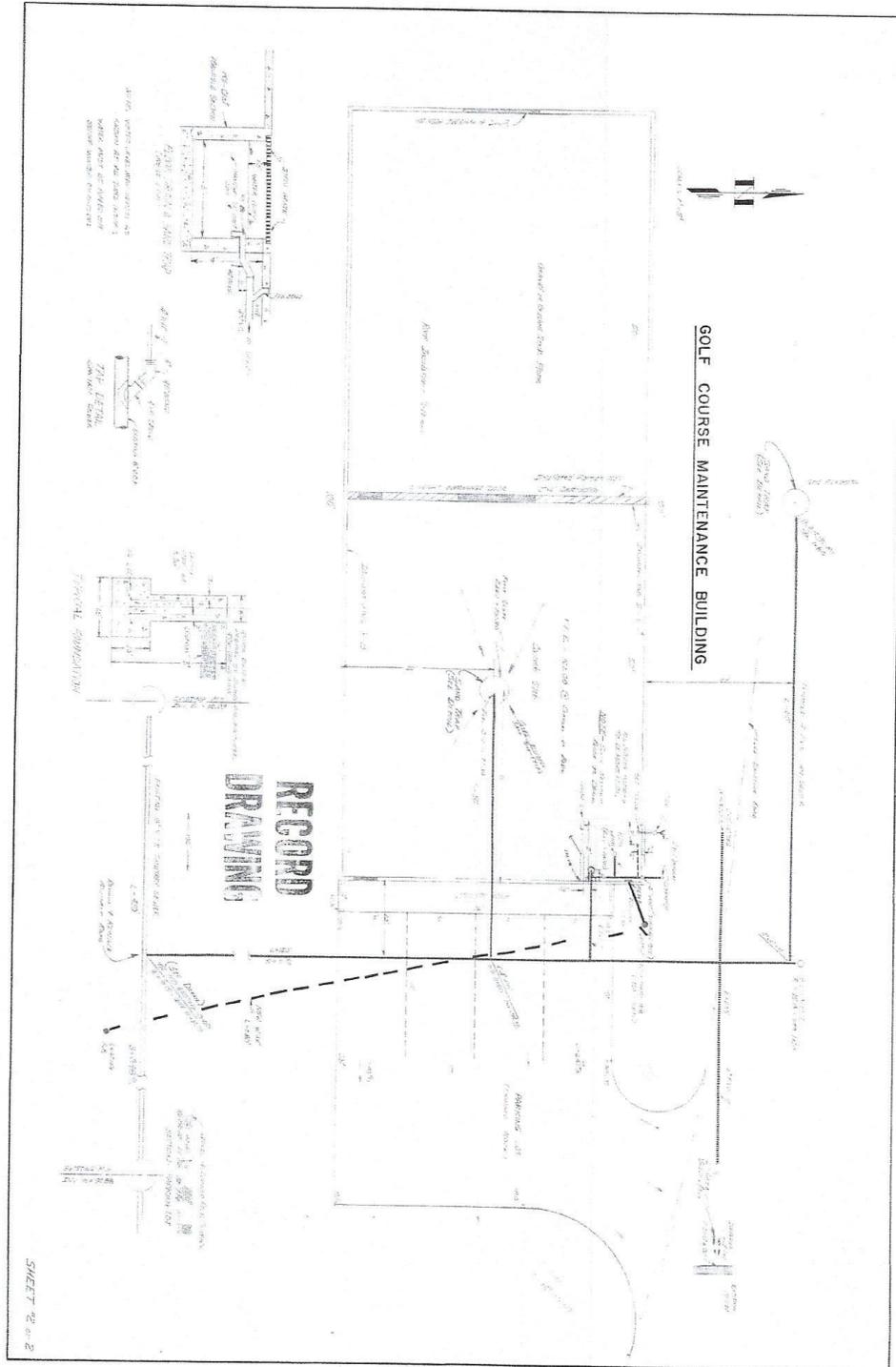


# Floor Plan

## Clubhouse



# Golf Course Maintenance Building



## **Title Evidence Report**

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





Deed Record No. 22

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

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

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

*Lee Moore*  
County Clerk,  
*Edith Raymond*  
Deputy.

A *Correct*

100-

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

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

North Half (1/2), Section Seven (7),  
Township Twenty-four (24), North,  
Range Forty-seven (47), West of the  
5th P.M.

\*\*\*\*\*  
"Eleven Dollars And Two Cents In Revenue Stamps Cancelled"  
\*\*\*\*\*

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

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

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

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

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

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

- - - - -

STATE OF Wyoming }  
Campbell County } ss. On this 15 day of June, A. D. 1942, before me, the undersigned  
Edith Facot a Notary Public, duly commissioned and qualified  
for and residing in said county, personally came Verity B.  
Kaufman, formerly Verity B. Heeder, and Ed Kaufman, her  
husband, to me known to be the identical persons whose names  
are affixed to the foregoing instrument as grantors and acknowledged the same to be their  
voluntary act and deed.

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

\*\*\*\*\*  
Edith Facot  
Notary Public  
Campbell County,  
Wyoming  
\*\*\*\*\*

EDITH FACOT - Notary Public.

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

- - - - -

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

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

Deed Record No. 22

67

1913-2-27 (10-10-1934)

Compared

KENNETH H PAISLEY- -Notary Public.

My Commission expires the 15 day of April, 1949.

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

- - - - -

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

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

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

L. H. HENDERSON  
Notary Public.

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

# Letter of Engagement



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

January 25, 2022

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

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

Mr. Sorenson:

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

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

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

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

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

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

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

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

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

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

Sincerely,



Gary Brandt, MAI, CCIM

Authorized by:

  
Mr. Seth Sorenson

3/16/22  
Date

## **Qualifications of Appraiser**

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### **Gary Brandt**

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

President, Brandt Appraisal Company, Inc.

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

### **Professional Designations, Memberships, and Affiliations**

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

### **Commercial Investment Real Estate Institute**

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

### **Licensed Real Estate Broker**

Nebraska

### **Education**

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

### **Appraisal Institute Appraisal Courses**

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

### **American Society of Farm Managers and Rural Appraisers**

Principles of Rural Appraisal - successfully challenged exam.

### **Real Estate Courses**

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

## **Qualifications of Gary Brandt (continued)**

### **Types of Property**

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

### **Types of Valuation**

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

### **Typical Clients**

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

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

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

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

***Qualifications of Gary Brandt (continued)***

**Instructor**

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

Expert Witness Testimony

Scotts Bluff County District Court

Sheridan County District Court

Box Butte County District Court

TERC Board - Lincoln, Nebraska

**BRANDT APPRAISAL COMPANY, INC.**

**P.O. Box 71**

**Scottsbluff, Nebraska 69361**

**Copy of Appraiser's License**

*State of Nebraska*  
*Real Property Appraiser Board*



Hereby certifies that: GARY L. BRANDT

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

Is credentialed in the State of Nebraska as a:

Certified General Real Property Appraiser

Holding credential number: CG920235

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

Nebraska Real Property Appraiser Board Director:

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

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

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

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

# **Introduction**

# APPRAISAL REPORT

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

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

**Client's Name & Address:**

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

**Appraiser's Name & Address:**

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



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

June 30, 2022

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

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

Dear Mr. Sorensen:

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

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

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

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

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

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

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

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

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

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

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

**Contiguity or Proximity.** The entire tract is contiguous.

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

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

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

Respectfully Submitted,



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

# Table of Contents

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<b>Introduction .....</b>	<b>1</b>
Table of Contents .....	5
Appraiser's Certification.....	6
Executive Summary.....	9
Photographs.....	11
Statement of Assumptions and Limiting Conditions .....	18
Description of Scope of Work .....	27
Purpose of the Appraisal.....	29
<b>Factual Data .....</b>	<b>32</b>
Legal Description.....	33
Area, City, and Neighborhood Data .....	34
Property Data .....	43
Improvements .....	45
Fixtures.....	47
Use History .....	48
Sales History.....	49
Rental History .....	50
Assessed Value and Annual Tax Load.....	51
Zoning and Other Land Use Regulations .....	52
<b>Data and Analysis and Conclusions .....</b>	<b>56</b>
Highest and Best Use.....	57
Sales Comparison Approach .....	61
Adjustments – Improved Sales .....	78
Discussion of Improved Sales: .....	78
Time/Conditions of Sale:.....	78
Location:.....	79
Physical Characteristics (Size):.....	79
Land Mix Adjustment: .....	79
Other Adjustments: .....	79
Income Capitalization Approach .....	80
Reconciliation and Final Opinion of Market Value.....	81
<b>Exhibits and Addenda .....</b>	<b>82</b>
Location Map.....	83
Comparable Data Maps.....	85
Detail of Comparable Sales Data.....	86
Floor Plan .....	87
Title Evidence Report .....	88
Other Pertinent Exhibits.....	89
Qualifications of Appraiser .....	95

## Appraiser's Certification

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

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

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

**Appraiser's Certification (continued)**

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

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

Respectfully Submitted,



---

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

## General Certification

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

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



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

# Executive Summary

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

**Executive Summary (continued)**

**Zoning:** "A" Agricultural District

**Highest and Best Use** Continued use as pasture land with seasonal improvements

**2021 Taxes:** Tax Exempt

**Valuation (Fee Simple Estate):**

**Sales Comparison Approach:** \$190,000

**Final Opinion of Market Value**

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

**Photographs**

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**Taken by Gary Brandt – June 1,2022**



**Pasture**



**Pasture**



Pasture



Pasture



Pasture



Pasture



Pasture



Pasture



Rodeo Arena

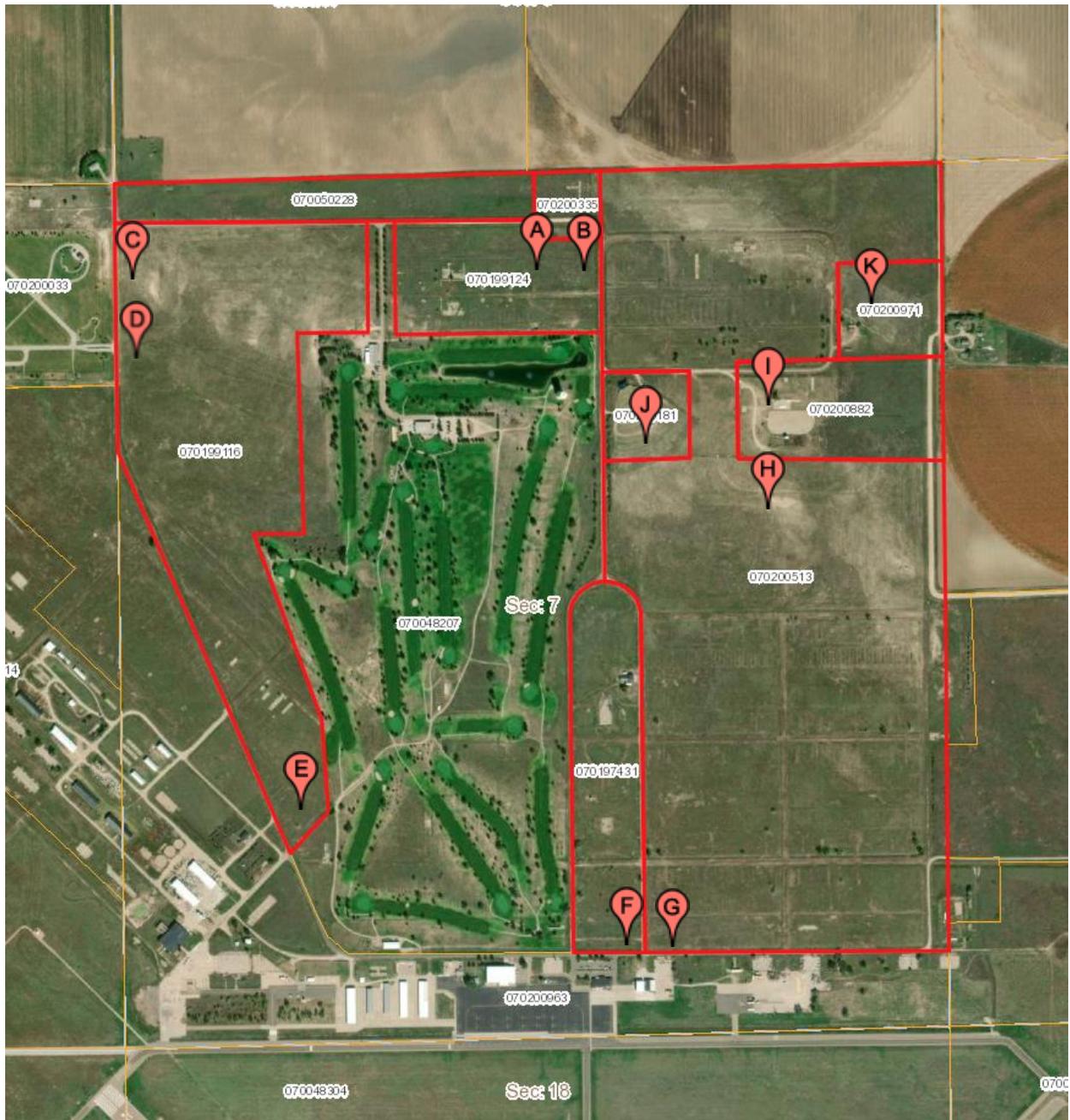


Drive-in



**Gun Club**

## Aerial Map Showing Picture Locations and Neighborhood



## **Statement of Assumptions and Limiting Conditions**

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### **Appraisal Assignment/Conditions**

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

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

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

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

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

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

## **UASFLA Reporting Elements/Statements/Related Items**

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

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

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

### **General Statement of Limiting Conditions**

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

## General Statement of Limiting Conditions (continued)

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

**Minerals of Commercial Value.** None Considered.

## **Statements of Limiting Conditions and Assumptions**

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

### **6. Limit of Liability**

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

### **7. Copies, Publication, Distribution, Use of Report**

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

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

## **Limiting Conditions and Assumptions (continued):**

### **8. Confidentiality**

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

### **9. Trade Secrets**

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

### **10. Information used**

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

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

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

## **Limiting Conditions and Assumptions (continued)**

### **12. Exhibits**

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

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

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

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

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

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

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

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

## **Limiting Conditions and Assumptions (continued)**

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

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

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

### **14. Legality of Use**

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

### **15. Component Values**

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

### **16. Auxiliary and Related Studies**

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

### **17. Dollar Values, Purchasing Power**

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

### **18. Inclusions**

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

## **Limiting Conditions and Assumptions (continued)**

### **19. Proposed Improvements, Conditioned Value**

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

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

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

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

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

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

### **21 Management of the Property**

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

### **22. Continuing Education Current:**

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

### **23. Fee**

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

### **24. Authentic Copies**

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

## **Limiting Conditions and Assumptions (continued)**

### **25. Insulation and Toxic Materials**

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

### **26. Compliance with the American Disabilities Act**

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

### **27. Review**

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

### **28. Changes, Modifications**

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

### **29. After Tax Analysis and/or Valuation**

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

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

## Description of Scope of Work

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

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

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

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

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

## **Description of Scope of Work (continued)**

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

## **Approaches Utilized**

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

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

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

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

## Purpose of the Appraisal

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

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

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

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

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

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

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

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

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

## Invocation of USPAP's Jurisdictional Exception Rule

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

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

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

## **Summary of Appraisal Problem**

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

# **Factual Data**

## **Legal Description**

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

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

## **Area, City, and Neighborhood Data**

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

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

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

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

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

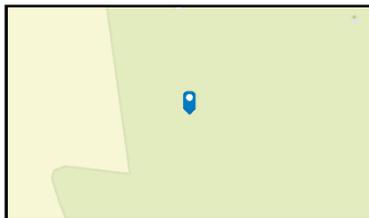
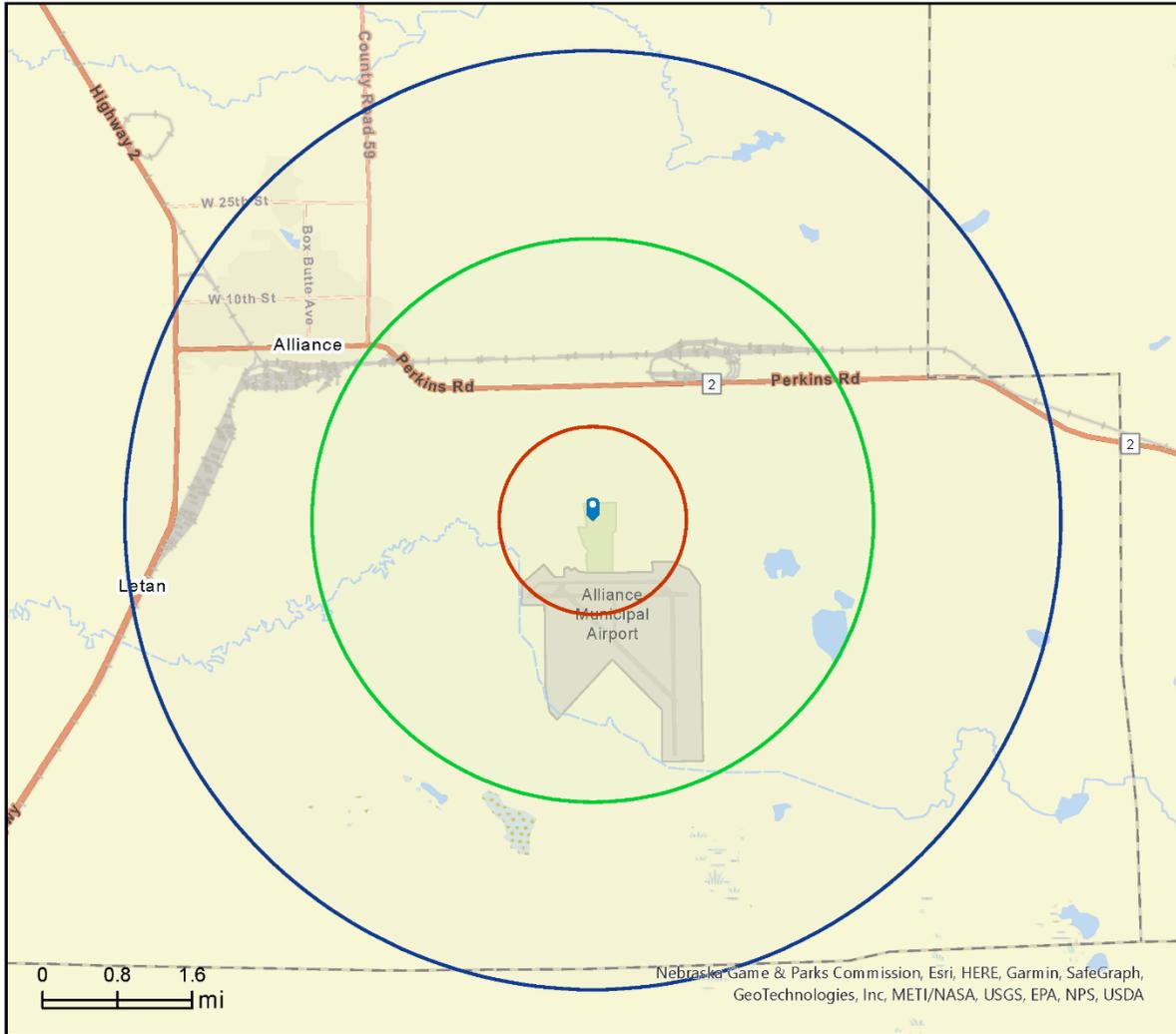
# Demographics Profile



## Site Map

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

Prepared by Esri  
Latitude: 42.07036  
Longitude: -102.81171



May 28, 2022



## Executive Summary

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

Prepared by Esri  
Latitude: 42.07036  
Longitude: -102.81171

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

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

### Median Age

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

### Race and Ethnicity

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

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

### Households

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

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

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

May 28, 2022



## Executive Summary

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

Prepared by Esri  
Latitude: 42.07036  
Longitude: -102.81171

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

### Households by Income

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

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

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

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

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

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

May 28, 2022

## **General Market Analysis**

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

# Cornhusker Economics

## 2022 Nebraska Farmland Values and Cash Rental Rates

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

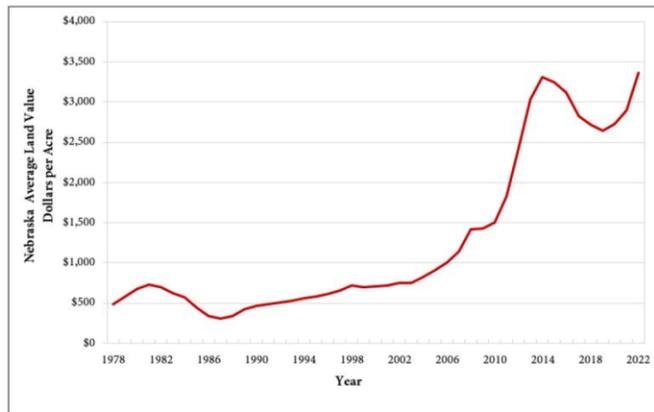
The University of Nebraska-Lincoln’s Department of Agricultural Economics annually surveys land industry professionals across Nebraska, including appraisers, farm and ranch managers, agricultural bankers, and related industry professionals. Results from the survey are divided by land class and summarized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

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

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

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

Figure 1. Historic Nebraska Average Land Value 1979-2022<sup>a</sup>



Source: <sup>a</sup> UNL Nebraska Farm Real Estate Market Surveys, 1979 - 2022.

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



Figure 2. Nebraska Agricultural Statistics Districts



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

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

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

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

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

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

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

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

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

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

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

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

<sup>b</sup> Value of pivot not included in per acre value.

<sup>c</sup> Weighted averages.

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

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

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

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

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

**Preliminary**

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

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

<sup>b</sup> Cash rents on center pivot land assumes landowners own total irrigation system.

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

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

**References**

Kauffman, N., & Kreitman, T. (2022, February 24). [Farm Real Estate Values Continue Rapid Climb](#), retrieved March 3, 2022, from the Kansas City FED

Lubben, B. (2022, March) [Nebraska Farm Financial Income Forecasts](#), retrieved March 3, 2022 from the UNL Bureau of Business Research

Scott, F., & Kreitman, T. (2022, February 10). [Rise in Farm Real Estate Values Accelerates](#), retrieved March 4, 2022, from the Kansas City FED

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

## **Property Data**

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### **Adjacent to State or Federal Lands**

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

### **Minerals/Timber Value, Oil or Gravel**

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

### **Environmental**

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

### **Site**

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

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

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

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

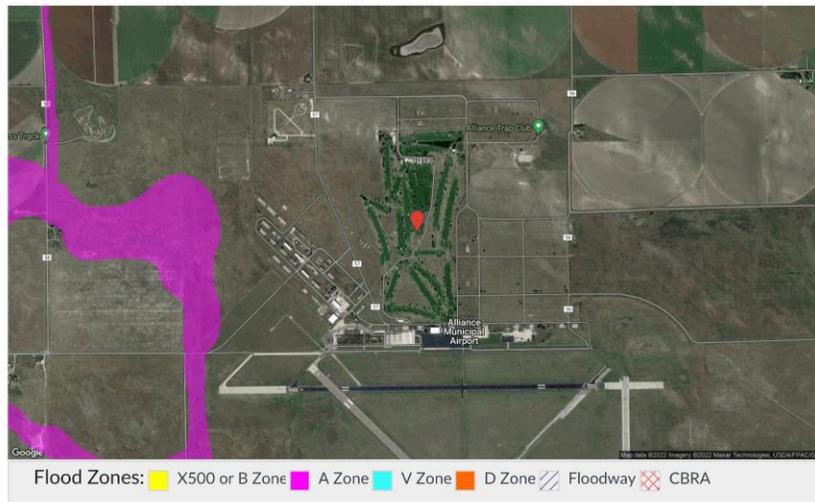
## Flood Hazard Area

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



RiskMeter

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



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Report generated May 28, 2022 by brandtappraisal@aol.com

## **Improvements**

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

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

## **Off-Site Improvements**

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

## ***Fixtures***

There are no other fixtures.

## ***Use History***

### **Present Use & 10-Year Use History**

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

## ***Sales History***

### **10-Year Sales History**

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

<b>Book &amp; Page</b>	<b>Date Executed</b>	<b>Deed Type</b>
22-676	June 10,1942	None Stated
24-263	June 10,1942	Warranty Deed

## ***Rental History***

### **3-Year Rental History**

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

#### **Tract "H"**

Lessee: Wells Ranch

Size: 82 acres for grazing

Term: May 15,2021 to October 1,2025

Rent: \$984/year

Taxes: If Assessed by the County

#### **Tract "I"**

Lessee: Justin Shrewsbury

Size: 19 acres for grazing

Term: May 15,2021 to October 1,2025

Rent: \$228/year

Taxes: If Assessed by the County

#### **Tract "K"**

Lessee: Dennis Walker

Size: 192 acres for grazing

Term: May 15,2021 to October 1,2025

Rent: \$3,969/year

Taxes: If Assessed by the County

#### **Tract "T"**

Lessee: Richard Robb

Size: 28 acres for grazing

Term: May 15,2021 to October 1,2025

Rent: \$336/year

Taxes: If Assessed by the County

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

## ***Assessed Value and Annual Tax Load***

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

## ***Zoning and Other Land Use Regulations***

### **SECTION 5. "A" Agricultural District**

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

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

#### **5.02. Permitted Uses:**

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

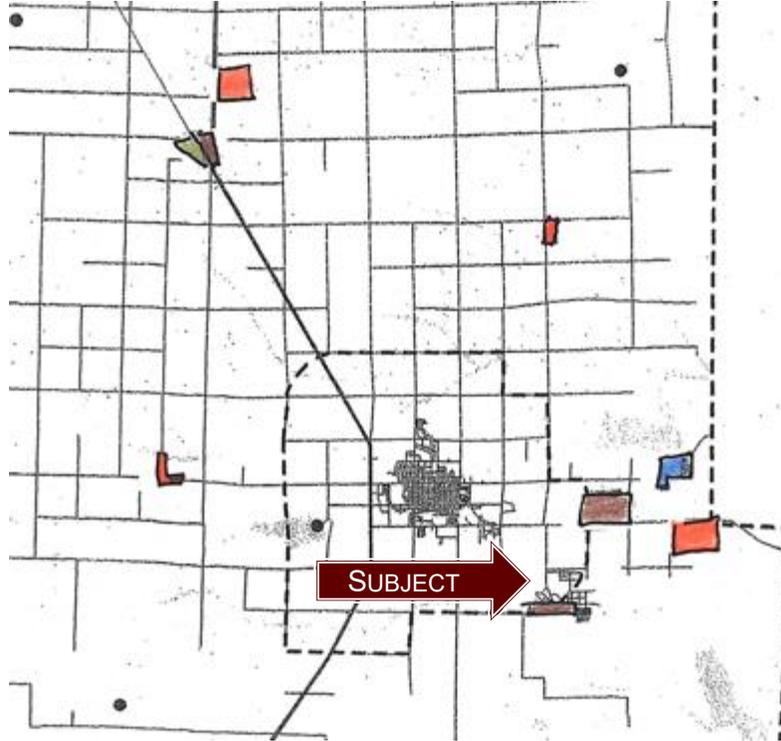
17. One (1) primary single-family dwelling per legal lot/parcel located more than one mile from a livestock operation.
18. Public parks and public recreation facilities.
19. Public utility transmission pipes, lines and substations.
20. Recreational tourist services.
21. Schools.
22. Tourist information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

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

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

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

# Zoning Map



- A - Agricultural District
- RE - Residential Estate District
- RL - Residential Low Density District
- RM - Residential Medium Density District
- C - Commercial District
- I - Industrial District
- Local Roads
- Expressway Corridor
- County Boundary
- Historic Resource Area
- Flood Hazard Areas

# **Data and Analysis and Conclusions**

## Highest and Best Use

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

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

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

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

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

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

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

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

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

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

## **Highest and Best Use - As Vacant**

### **Legally Permissible**

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

### **Physically Possible Uses**

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

### **Financially Feasible**

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

### **Maximally Productive**

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

## **Highest and Best Use - As Improved**

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

## **Highest & Best Use Conclusion**

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

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

**Transitional Use(s) Considered.** None

## **Highest & Best Use of the Subject Property - Summary**

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

## **Sales Comparison Approach**

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

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

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

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

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

### **Steps in the Sales Comparison Approach**

The Sales Comparison Approach is applied in five steps:

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

### **Sales Comparison Approach (continued)**

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

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

### **Researching the Market for Comparable Sales**

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

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

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

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

**Comparable Sale #1**

**Location Data**

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

**Improvements**

Residence	<b>2,052</b>
Utility Building	<b>1,200</b>
Cabin	<b>NA</b>

**Sale Data**

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

**Remarks**

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

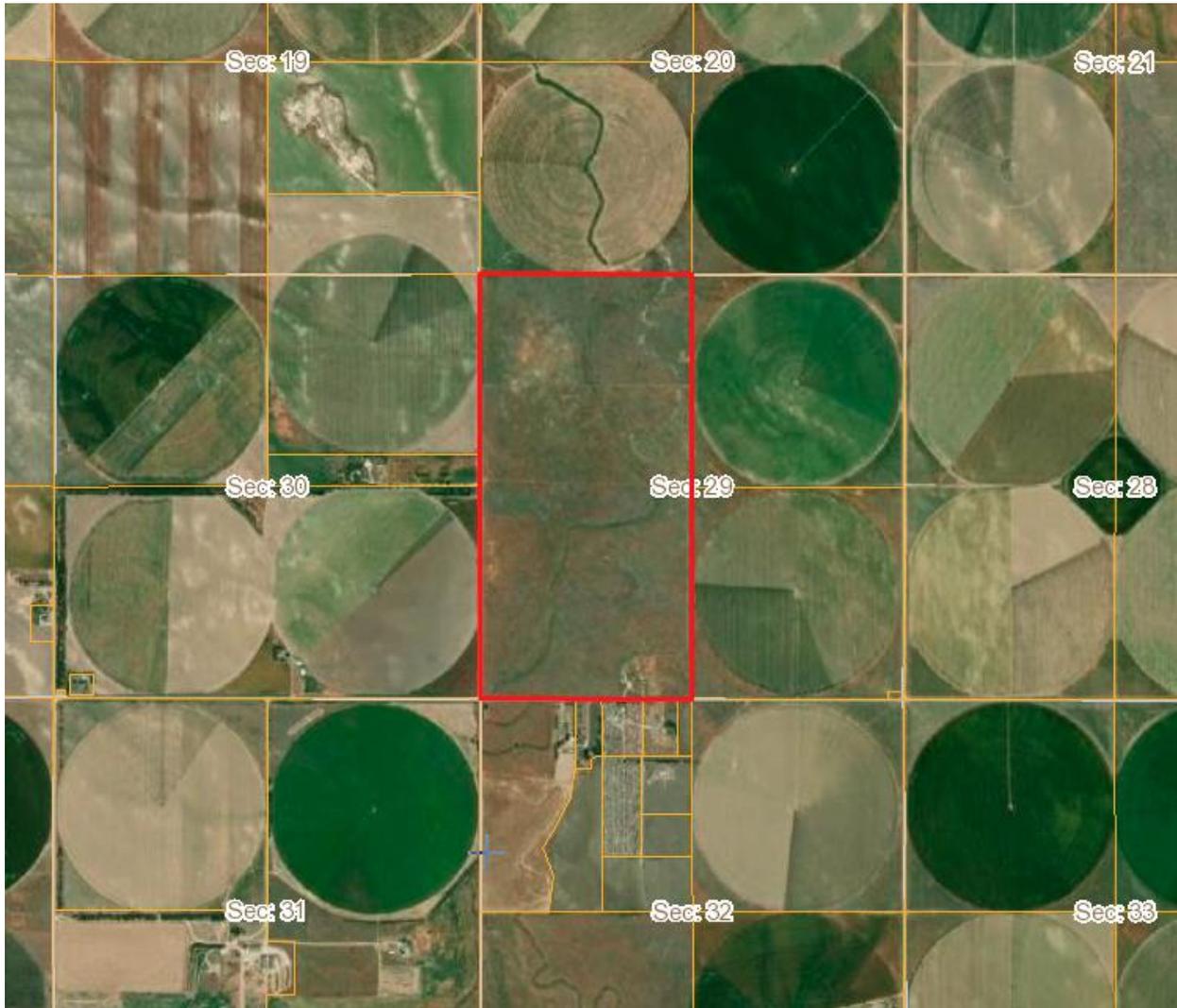
**Sales Analysis**

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

**Improvement Contribution**

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

**Comparable Sale #1 - Aerial Map**



**Comparable Sale #2**

---

**Location Data**

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

**Improvements**

Metal Building	<b>NA</b>
Utility Building	<b>NA</b>
Grain Bins	<b>NA</b>

**Sale Data**

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

**Remarks**

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

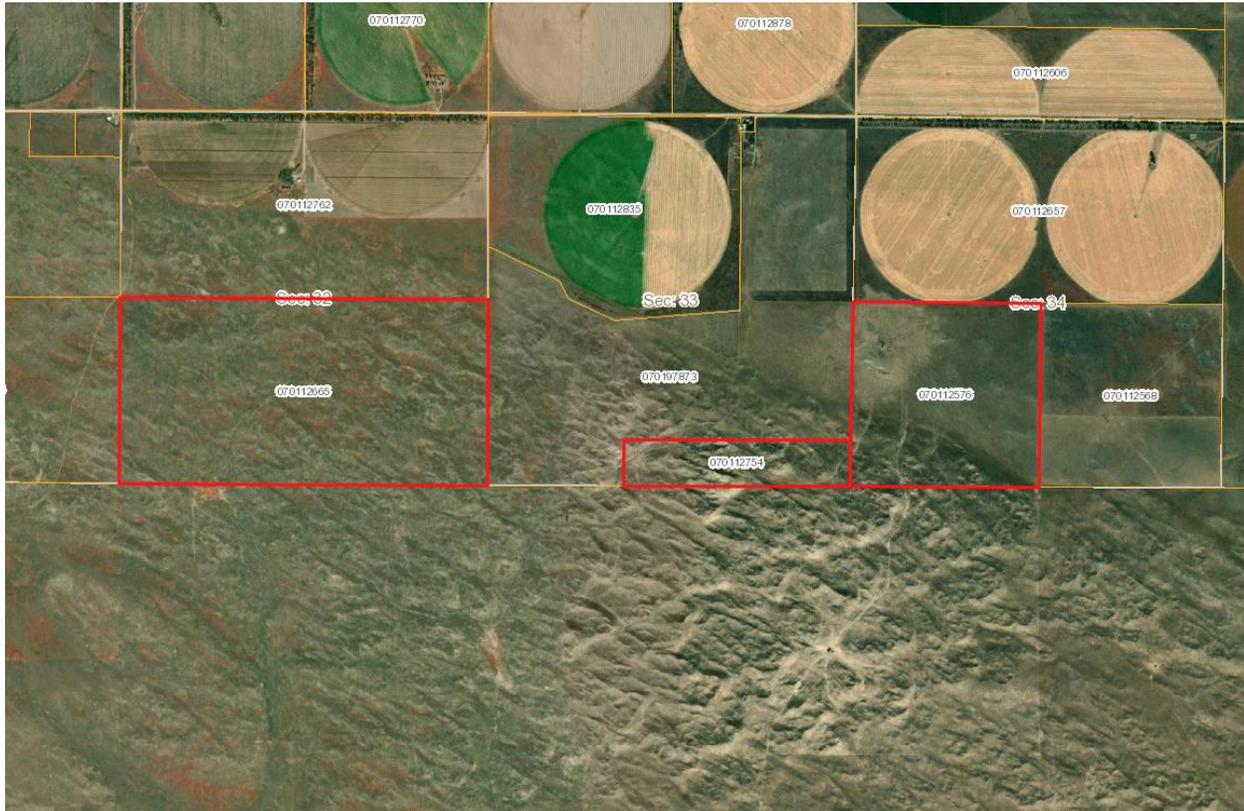
**Sales Analysis**

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

**Improvement Contribution**

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

## Comparable Sale #2 - Aerial Map



**Comparable Sale #3**

---

**Location Data**

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

**Improvements**

Residence	NA
Garage	NA
Storage Bldg.	NA

**Sale Data**

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

**Remarks**

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

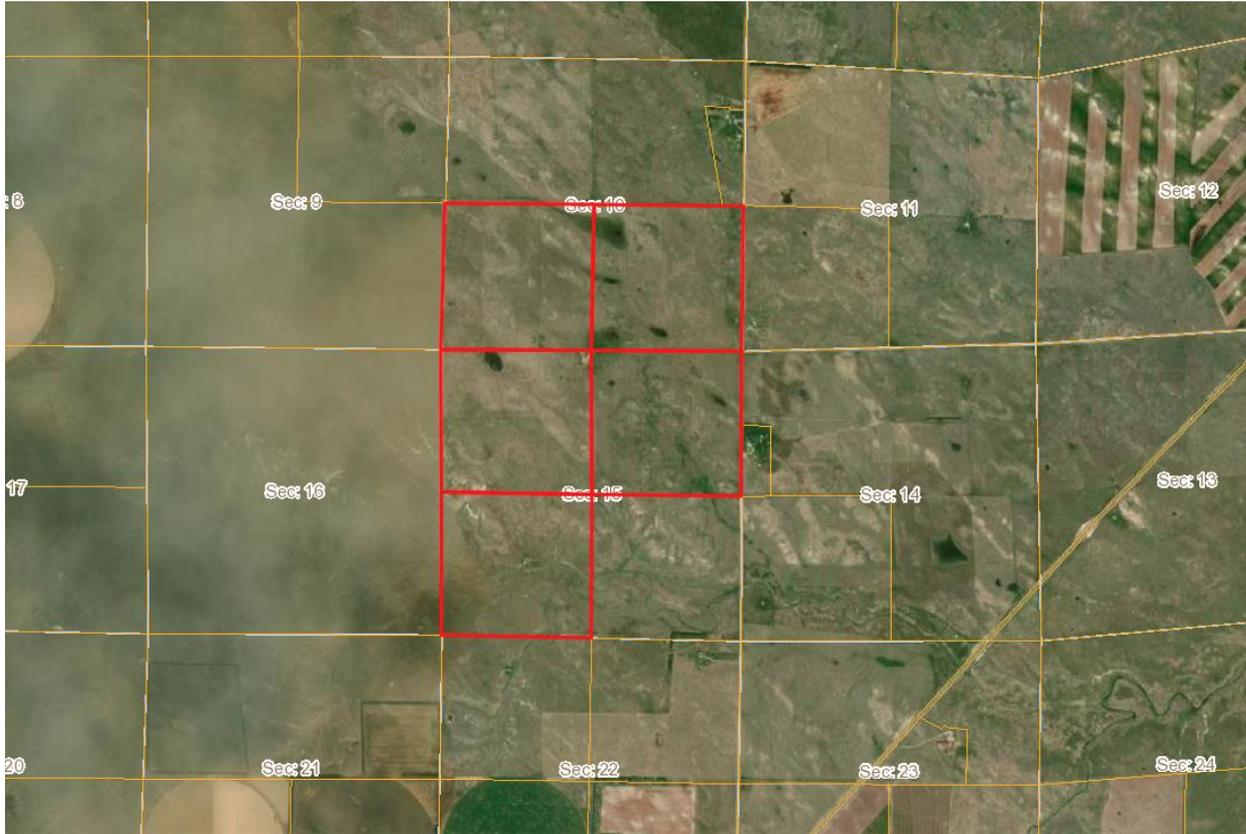
**Sales Analysis**

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

**Improvement Contribution**

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

### Comparable Sale #3 - Aerial Map



**Comparable Sale #4**

**Location Data**

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

**Improvements**

Residence	NA
Garage	NA

**Sale Data**

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

**Remarks**

This parcel was a mix of dryland and pasture.

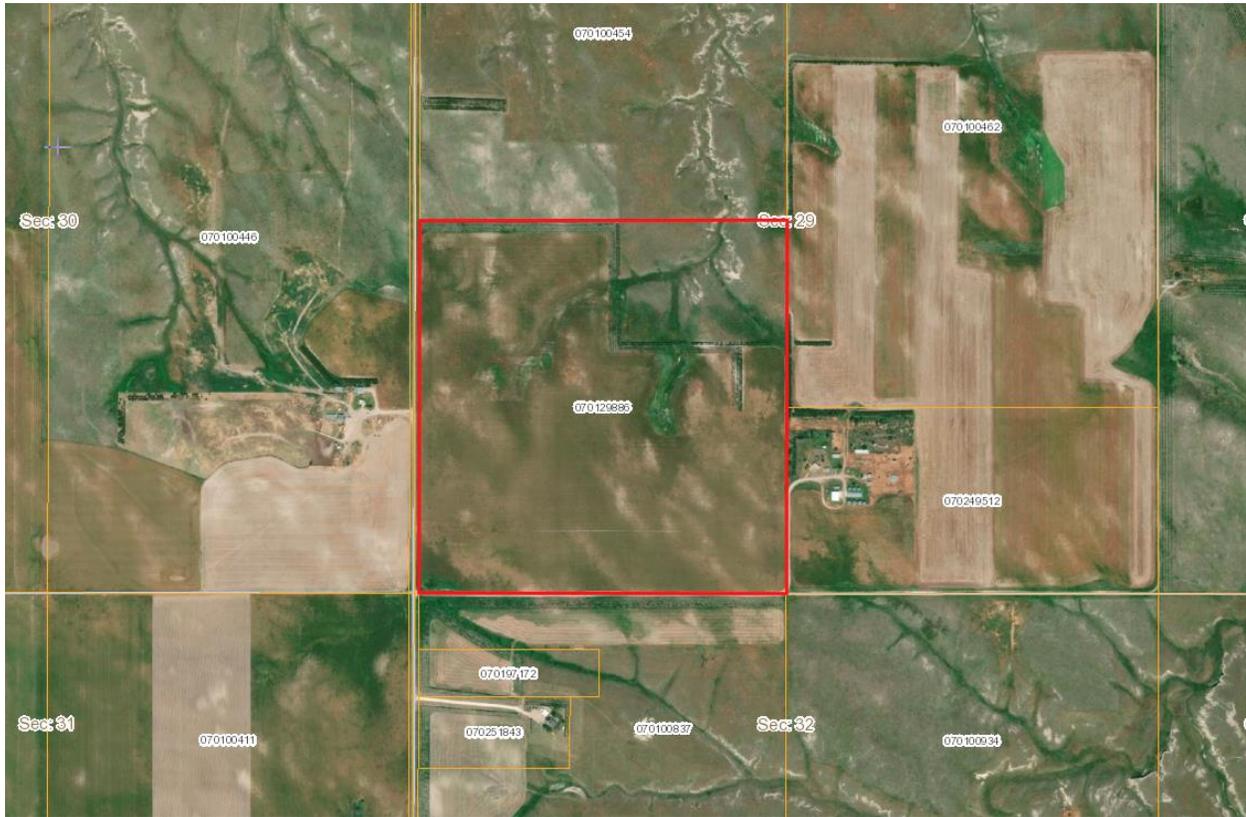
**Sales Analysis**

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

**Improvement Contribution**

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

## Comparable Sale #4 - Aerial Map



**Comparable Sale #5**

**Location Data**

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

**Improvements**

Residence NA  
 Garage NA

**Sale Data**

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

**Remarks**

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

**Sales Analysis**

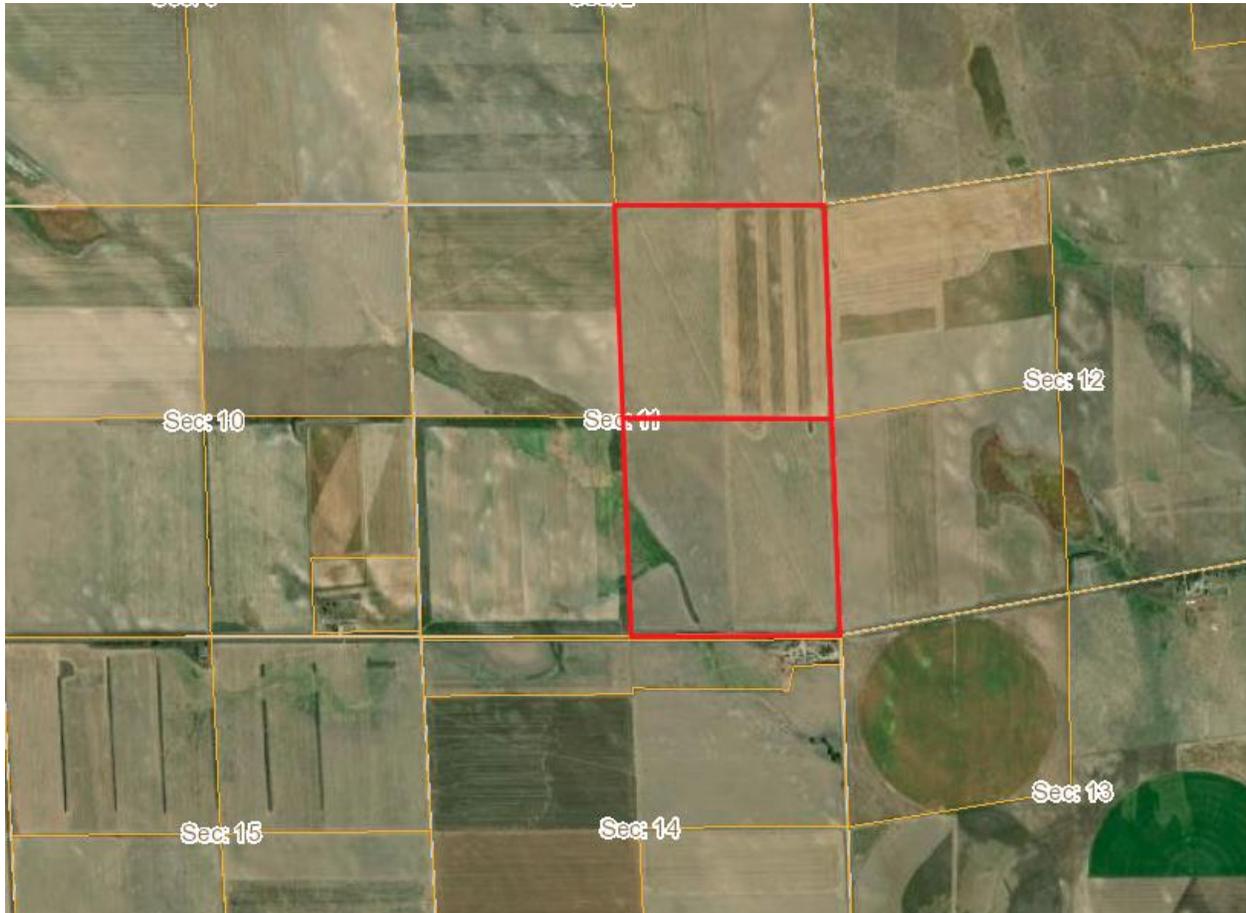
	169.60 ± Acres	Grade II & III Dryland	@ \$ 950 /acre = \$	161,120
	170.68 ± Acres	Pasture	@ \$ 630 /acre = \$	107,528
	2.04 ± Acres	Roads/Waste	@ \$ - /acre = \$	-
<b>Total</b>	<b>342.32 ± Acres</b>			<b>\$ 268,648</b>

**Improvement Contribution**

	0 ± SF	Dwelling	@ \$ - /SF = \$	-
	0 ± SF	Dwelling	@ \$ - /SF = \$	-
	0 ± SF	Machine Shed	@ \$ - /SF = \$	-
<b>Total</b>				<b>\$ -</b>

**Total Price** **\$ 268,648**

## Comparable Sale #5 - Aerial Map



**Direct Sales Comparison Approach - Comparable Sale #1**

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

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

**Direct Sales Comparison Approach - Comparable Sale #2**

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

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

**Direct Sales Comparison Approach - Comparable Sale #3**

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

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

**Direct Sales Comparison Approach - Comparable Sale #4**

<b>Comparable Sale #4</b>					<b>Subject Property</b>				
<b>Land Type</b>	<b># of Acres</b>		<b>Price/Acre</b>	<b>Aggregate Price</b>	<b>Land Type</b>	<b># of Acres</b>		<b>Price Per Acre</b>	<b>Aggregate Price</b>
Grade II Dryland	93.35	acres @	\$ 990 /acre =	\$ 92,417	Grade II Dryland		acres @	\$ - /acre =	\$ -
Grade III-IV Dryland	38.27	acres @	\$ 930 /acre =	\$ 35,591	Grade III-IV Dryland	-	acres @	\$ - /acre =	\$ -
Shelter Belt	-	acres @	\$ - /acre =	\$ -	Shelter Belt		acres @	\$ - /acre =	\$ -
Pasture	25.15	acres @	\$ 600 /acre =	\$ 15,090	Pasture Land	321.40	acres @	\$ 600 /acre =	\$ 192,840
Roads/Waste	1.98	acres @	\$ - /acre =	\$ -	Roads/Waste		acres @	\$ - /acre =	\$ -
<hr/>					<hr/>				
	<b>Total # of Acres</b>		<b>Price/Acre</b>	<b>Total Value</b>		<b>Total # of Acres</b>		<b>Price/Acre</b>	<b>Total Value</b>
	158.75 acres		\$901 /acre	\$143,098		321.40 acres		\$600 /acre	\$192,840

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

**Direct Sales Comparison Approach - Comparable Sale #5**

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

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

### Adjustments – Improved Sales

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

#### Adjustments to the Comparable Sales

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

#### Discussion of Improved Sales:

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

#### Time/Conditions of Sale:

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

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

### **Location:**

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

### **Physical Characteristics (Size):**

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

### **Land Mix Adjustment:**

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

### **Other Adjustments:**

Other adjustments were offsetting or negligible.

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

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

### **Value Indicated by the Sales Comparison**

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

## **Income Capitalization Approach**

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

# Reconciliation and Final Opinion of Market Value

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

**Sales Comparison Approach      - - -      \$190,000**

## Sales Comparison Approach

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

## Final Opinion of Value

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

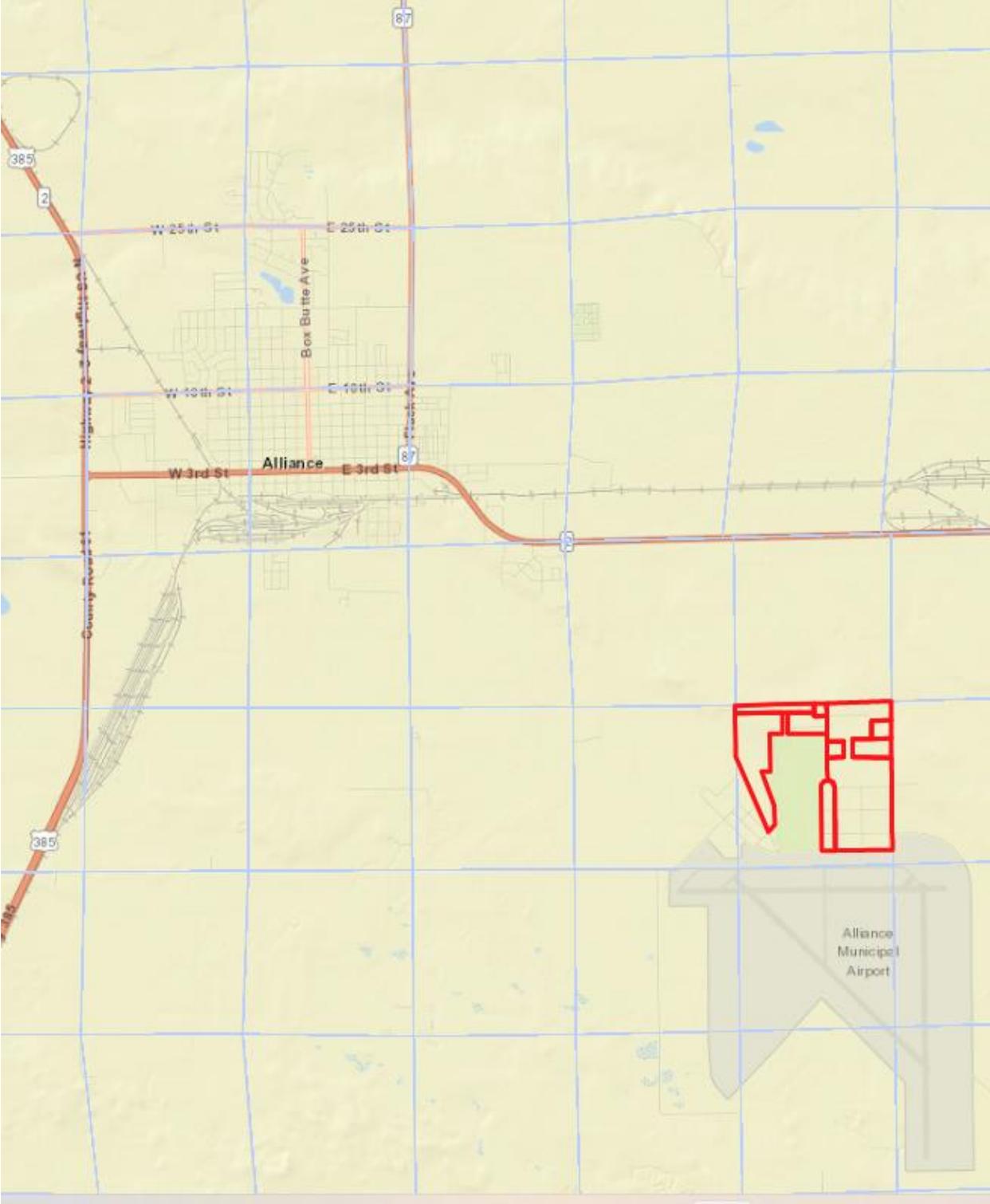
As a result, of an inspection of the subject and analysis of pertinent data, it is my opinion that the market value of the subject parcel of the fee simple estate with one hypothetical condition of the subject property as is, as of June 1, 2022, was:

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

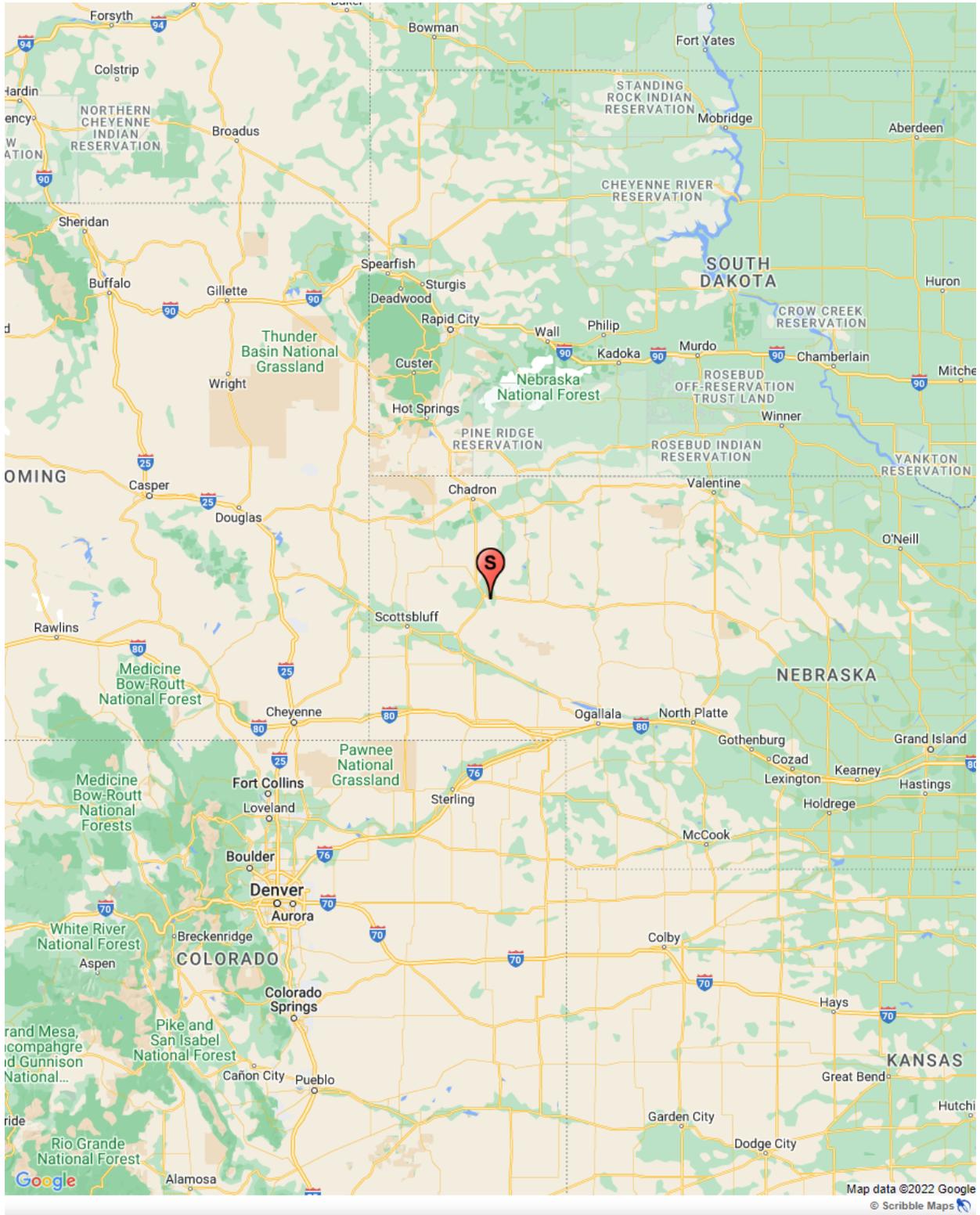
# **Exhibits and Addenda**

**Location Map**

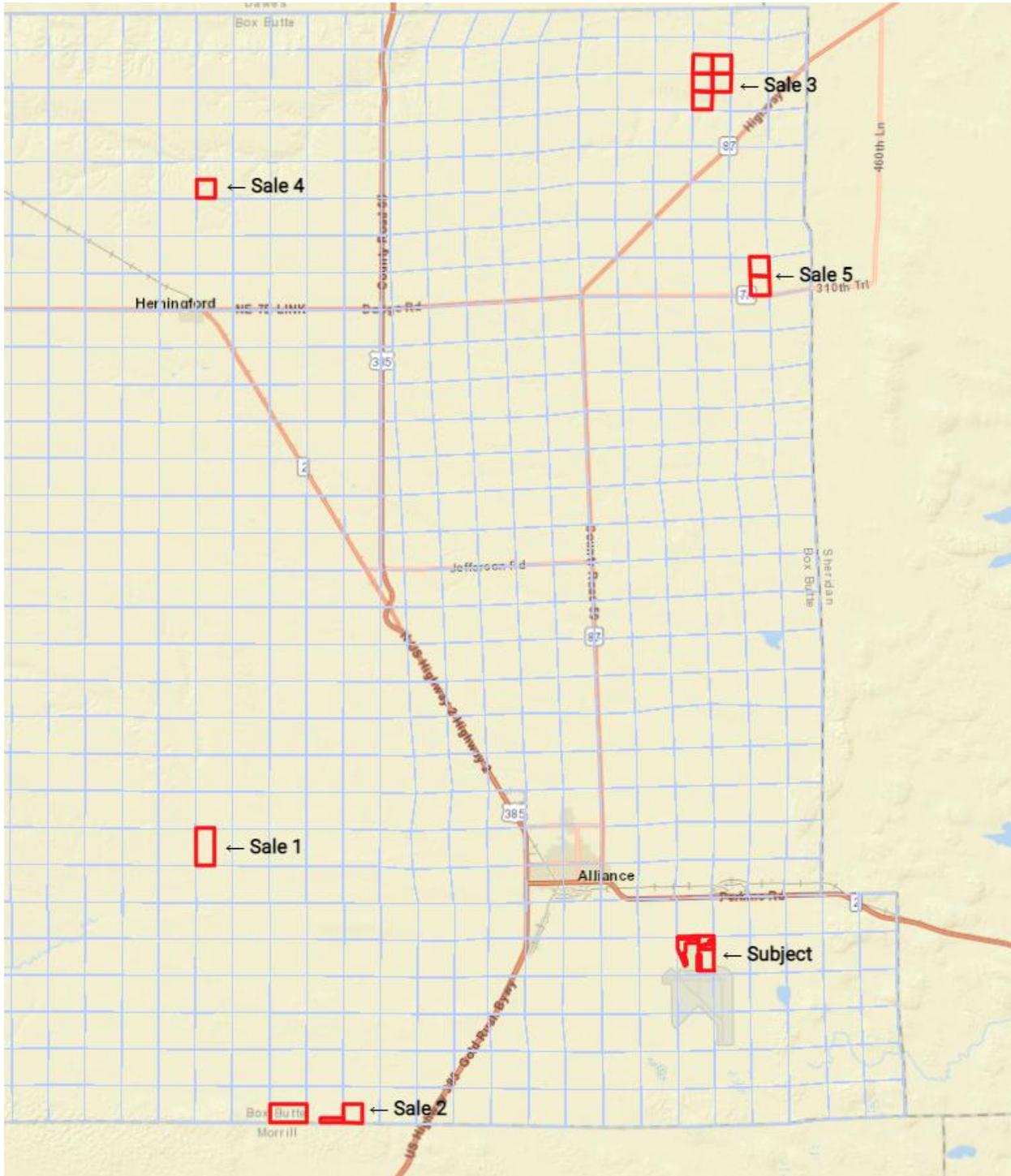
**Immediate Area**



# General Area



# Comparable Data Maps



## **Detail of Comparable Sales Data**

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This data is included in the body of the report.

## **Floor Plan**

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Not Applicable

## **Title Evidence Report**

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

## **Other Pertinent Exhibits**

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**Deeds**

# DEED RECORD

No. 22 400

Deed No. 40 and 10 Deed—Containing 207 Printed Words

<p>FROM</p> <p>HARRY CULLAN &amp; WIFE</p> <p>TO</p> <p>THE STATE OF NEBRASKA</p>	<p>City of Nebraska</p> <p>Box Butte</p> <p>the 24th day of July 1942</p> <p>and recorded in Book 224 - page 254 - of Deeds.</p> <p>County Clerk—Register of Deeds.</p> <p>Box Butte, Nebraska.</p>
---	---

KNOW ALL MEN BY THESE PRESENTS: That we, Harry Cullan and Lorraine Cullan, husband and wife, of the County of Box Butte and State of Nebraska do hereby grant, bargain, sell, convey and confirm unto the State of Nebraska the sum of \$16.00 (\$16.00) DOLLARS, to have paid as hereby granted, bargain, sell, convey and confirm unto the State of Nebraska

the following described real estate situated in Box Butte County, Nebraska, to-wit:

A strip of land lying over and across the Southwest Quarter of Section 27, Township 27 North, Range 60 West of the 6th Principal Meridian, Box Butte County, Nebraska, described as follows:

Referring to the southwest corner of said Section 27 thence easterly on the South line of the Southwest Quarter of said Section 27, a distance of 714.4 feet to the point of beginning; thence continuing easterly on said South line, a distance of 90.5 feet to a point on the southwestern 50-foot right of way line of the Chicago, Burlington and Quincy Railroad (as said railroad is constructed and now in operation over and across said Southwest Quarter); thence northwesterly 180 degrees 50 minutes left and on said southwestern 50-foot railroad right of way line, a distance of 1550.6 feet to a point on the West line of said Southwest Quarter, said point being 1229.4 feet northerly from said southwest corner; thence southerly 240 degrees 26 minutes left and on said West line, a distance of 154.5 feet to a point; thence southwesterly 33 degrees 24 minutes left and on a line 50.0 feet southwesterly from and parallel to said southwestern 50-foot railroad right of way line, a distance of 1391.6 feet to the point of beginning, containing 2.085 acres, more or less, which includes 2.070 acres, more or less, previously occupied as a public highway, the remaining 0.415 acre, more or less, being the additional acreage secured in this transaction.

TO HAVE AND TO HOLD the premises above described, together with all the Tenements, Hereditaments and Appurtenances thereto belonging unto the said State of Nebraska, its successors and assigns forever. And we do hereby covenant with the said Grantee and with its successors and assigns, that we and our heirs, assigns and assigns forever, lawfully seized of said premises, that they are free from encumbrances that we have good right and lawful authority to sell the same; and we do hereby covenant to warrant and defend the title to said premises against the lawful claims of all persons whatsoever.

And the said Lorraine Cullan hereby relinquishes all her rights of every name and kind in and to the above described premises. Signed and sealed the day of May, A. D. 1942.

In Presence of

HARRY CULLAN  
LORRAINE CULLAN

(See Acknowledgment on over)

STATE OF Nebraska, County of Box Butte, ss. On this 24th day of July, A. D. 1942, before me, the undersigned, Lorenz Tappe, a Notary Public, duly commissioned and qualified for and acting in said County, personally came Harry Cullan and Lorraine Cullan husband and wife, who are known to be the identical persons whose names are affixed to the foregoing instrument as grantors, and acknowledged the same to be their act and deed.

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

LORREN TAPPE, Notary Public.  
My commission expires the 20th day of November, 1945.

\*\*\*\*\*  
\*Lorenz Tappe \*  
\*Notarial Seal \*  
\*Box Butte County, \*  
\*Nebraska \*  
\*\*\*\*\*

\*\*\*\*\*  
\*HIGHWAY DIVISION \*  
\*RECEIVED MAY 11 1942 \*  
\*Department of Roads and Irrigation \*  
\*\*\*\*\*

Deed Record No. 22

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

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

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

*Lee Moore*  
County Clerk,  
*Edith Raymond*  
Deputy.

A *Correct*

100-

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

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

North Half (1/2), Section Seven (7),  
Township Twenty-four (24), North,  
Range Forty-seven (47), West of the  
5th P.M.

\*\*\*\*\*  
"Eleven Dollars And Two Cents In Revenue Stamps Cancelled"  
\*\*\*\*\*

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

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

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

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

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

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

- - - - -

STATE OF Wyoming }  
Campbell County } ss. On this 15 day of June, A. D. 1942, before me, the undersigned  
Edith Facot a Notary Public, duly commissioned and qualified  
for and residing in said county, personally came Verity B.  
Kaufman, formerly Verity B. Heeder, and Ed Kaufman, her  
husband, to me known to be the identical persons whose names  
are affixed to the foregoing instrument as grantors and acknowledged the same to be their  
voluntary act and deed.

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

\*\*\*\*\*  
Edith Facot  
Notary Public  
Campbell County,  
Wyoming  
\*\*\*\*\*

EDITH FACOT - Notary Public.

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

- - - - -

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

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

Deed Record No. 22

67

1013-237 (2-10-1934) Col.

Completed

KENNETH H PAISLEY- -Notary Public.

My Commission expires the 15 day of April, 1949.

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

- - - - -

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

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

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

L. H. HENDERSON  
Notary Public.

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

# Letter of Engagement



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

January 25, 2022

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

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

Mr. Sorenson:

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

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

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

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

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

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

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

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

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

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

Sincerely,



Gary Brandt, MAI, CCIM

Authorized by:

  
Mr. Seth Sorenson

3/16/22  
Date

## **Qualifications of Appraiser**

---

### **Gary Brandt**

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

President, Brandt Appraisal Company, Inc.

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

### **Professional Designations, Memberships, and Affiliations**

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

### **Commercial Investment Real Estate Institute**

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

### **Licensed Real Estate Broker**

Nebraska

### **Education**

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

#### Appraisal Institute Appraisal Courses

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

### **American Society of Farm Managers and Rural Appraisers**

Principles of Rural Appraisal - successfully challenged exam.

### **Real Estate Courses**

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

## **Qualifications of Gary Brandt (continued)**

### **Types of Property**

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

### **Types of Valuation**

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

### **Typical Clients**

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

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

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

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

***Qualifications of Gary Brandt (continued)***

**Instructor**

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

Expert Witness Testimony

Scotts Bluff County District Court

Sheridan County District Court

Box Butte County District Court

TERC Board - Lincoln, Nebraska

**BRANDT APPRAISAL COMPANY, INC.**

**P.O. Box 71**

**Scottsbluff, Nebraska 69361**

Copy of Appraiser's License

State of Nebraska  
Real Property Appraiser Board



Hereby certifies that: GARY I. BRANDT

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

Is credentialed in the State of Nebraska as a:

Certified General Real Property Appraiser

Holding credential number: CG920235

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

Nebraska Real Property Appraiser Board Director:

All address changes, business or residence, must be reported to the Real Property Appraiser Board immediately.  
This Credentialing Card is proof that such person is credentialed under the Real Property Appraiser Act unless credential has been canceled, surrendered, suspended, or revoked.

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

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

# Narrative

## May 16, 2023



### RESOLUTION – ELECTRIC LOAN PAYMENTS AND MODIFICATIONS

The Electric Fund presently has inter-department loans to the funds as detailed below:

Bank	Type	Fund No	GL Account	Status	Department	Interest Rate	Interest	Current Value
COA	NT	05	04524	Receivable	Electric Notes to Airport Fund-Revolving	2.00%	3,000.00	\$ 150,000.00
COA	NT	05	04524	Receivable	Electric Notes to Airport Fund	2.00%	8,000.00	\$ 400,000.00

The loans listed are for the City's portion of the Airport Taxiway and Apron Rehabilitation project, (Resolution 22-32) and for revolving funds while awaiting payment of FAA grant funds (Resolution 22-70). Rates set in Resolution 22-70 were in line with the current rate environment at that time. Interest rates have increased since that time; therefore, the loan rates need to be adjusted.

The recommendation is to extend the remaining balance of the inter-department notes to the Electric fund through September 30, 2023, at the new rate of 4.25%, beginning April 1, 2023.

**RECOMMENDATION: APPROVE RESOLUTION AUTHORIZING EXTENSION OF THE BALANCE OF THE ELECTRIC INTER-DEPARTMENT LOANS AT THE NEW RATE OF 4.25% FOR SIX MONTHS.**

RESOLUTION NO. 23-40

*WHEREAS*, The City of Alliance utilized Electric Fund reserves to provide interim inter-department loans to the General Fund and the Airport Fund to pay for the City's portion of the runway improvements, as well as other items pending payment of FAA grant funds; and

*WHEREAS*, The original loan terms were extended to March 31, 2023; and

*WHEREAS*, Staff is requesting an extension of the remaining loan balances through September 30, 2023 at a revised rate of 4.25% effective as a backdate of April 1, 2023; and

*NOW, THEREFORE, BE IT RESOLVED* by the Mayor and Council of the City of Alliance, Nebraska, that the interim inter-department loan to the Airport be extended through September 30, 2023 at the rate of 4.25%.

PASSED AND APPROVED this 16<sup>th</sup> day of May, 2023.

\_\_\_\_\_  
Brian Mischnick, Vice-Mayor

(SEAL)

Attest: \_\_\_\_\_  
Shelbi C. Pitt, City Clerk

Approved as to Form and Legality:

\_\_\_\_\_  
Simmons Olsen Law Office, Legal Counsel

## Brent Kusek

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**From:** cdgiger02 <cdgiger02@gmail.com>  
**Sent:** Tuesday, May 9, 2023 1:57 PM  
**To:** Brent Kusek  
**Subject:** Board Resignation

Hello Brent.

Writing to inform you of my board resignation.

Thank you

Sent from my Verizon, Samsung Galaxy smartphone

**CITY OF ALLIANCE, NEBRASKA**  
**REVENUES AND EXPENSES WITH COMPARISON TO BUDGET**  
**FOR THE QUARTER ENDING MARCH 31, 2023**

	<u>PYTD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>FAV / (UNFAV)</u>	<u>PCNT</u>
<b><u>GENERAL FUND</u></b>					
REAL AND PERSONAL PROPERTY TAXES	224,416	229,791	1,645,300	(1,415,509)	14.0%
GENERAL FUND REVENUE EXCL TRANSFERS	1,050,317	834,403	3,846,400	(3,011,997)	21.7%
GENERAL FUND BORROWINGS	-	0	5,570,000	(5,570,000)	0.0%
TRANSFER FROM ENTERPRISE FUNDS	1,096,250	1,087,200	2,174,400	(1,087,200)	50.0%
TRANSFER FROM SALES TAX FUND	726,287	800,000	1,600,000	(800,000)	50.0%
TRANSFERS FROM OTHER FUNDS	72,300	97,200	400,000	(302,800)	24.3%
TRANSFERS TO OTHER FUNDS	(104,500)	-417,500	(1,613,000)	1,195,500	25.9%
<i>TOTAL GENERAL FUND REVENUE</i>	<u>3,065,070</u>	<u>2,631,093</u>	<u>13,623,100</u>	<u>(10,992,007)</u>	<u>19.3%</u>
TOTAL CITY COUNCIL	36,330	20,337	102,700	82,363	19.8%
TOTAL REMAINING COUNCIL CONTINGENCY	-	0	60,000	60,000	0.0%
TOTAL CITY ADMINISTRATION	173,818	238,644	462,100	223,456	51.6%
TOTAL POLICE ADMINISTRATION	200,553	197,317	538,300	340,983	36.7%
TOTAL POLICE OPERATIONS	712,479	851,950	2,078,800	1,226,850	41.0%
TOTAL POLICE SUPPORT SERVICES	233,283	366,940	794,400	427,460	46.2%
TOTAL ANIMAL CONTROL	29,396	33,239	78,300	45,061	42.5%
TOTAL EMERGENCY MANAGEMENT SYSTEMS	-	0	4,200	4,200	0.0%
TOTAL FIREFIGHTING	180,567	200,716	514,200	313,484	39.0%
TOTAL AMBULANCE	146,753	157,742	321,700	163,958	49.0%
TOTAL FACILITY MAINTENANCE	23,426	36,632	77,000	40,368	47.6%
TOTAL MUNICIPAL BUILDING	23,007	23,012	64,700	41,688	35.6%
TOTAL COMMUNITY DEVELOPMENT	52,086	53,065	147,800	94,735	35.9%
TOTAL CODE ENFORCEMENT	60,484	69,052	148,300	79,248	46.6%
TOTAL NUISANCE ABATEMENT	13,246	11,881	79,600	67,719	14.9%
TOTAL PARKS	280,170	286,693	890,400	603,707	32.2%
TOTAL SENIOR CENTER	15,573	38,648	124,900	86,252	30.9%
TOTAL CEMETERY	67,675	65,657	208,900	143,243	31.4%
TOTAL SWIMMING POOL	37,959	41,181	264,500	223,319	15.6%
TOTAL KNIGHT MUSEUM	159,024	189,456	441,600	252,144	42.9%
TOTAL LIBRARY	256,396	279,594	672,500	392,906	41.6%
TOTAL SALLOWS MUSEUM	2,750	3,345	43,500	40,155	7.7%
TOTAL MARKETING	32,535	74,429	115,100	40,671	64.7%
TOTAL CARHEDGE	22,280	30,443	95,600	65,158	31.8%
TOTAL COMMUNITY SUPPORT PROGRAMS	5,500	5,500	11,000	5,500	50.0%
TOTAL GENERAL FUND CAPITAL OUTLAY	562,859	914,821	5,594,400	4,679,579	16.4%
<i>TOTAL GENERAL FUND EXPENDITURES</i>	<u>3,328,148</u>	<u>4,190,295</u>	<u>13,934,500</u>	<u>9,744,205</u>	<u>30.1%</u>
NET CONTRIBUTION TO(FROM) FUND BALANCE	<u>(263,078)</u>	<u>-1,559,201</u>	<u>(311,400)</u>	<u>(1,247,801)</u>	
<b><u>ELECTRIC FUND</u></b>					
ELECTRIC FUND REVENUES	6,453,946	6,927,895	14,891,200	(7,963,305)	46.5%
ELECTRIC LOANS FROM(TO) OTHER FUNDS	-	0	(1,670,000)	1,670,000	0.0%
ELECTRIC FEES TO GENERAL FUND	(887,250)	-876,500	(1,753,000)	876,500	50.0%
<i>NET ELECTRIC FUND REVENUE</i>	<u>5,566,696</u>	<u>6,051,395</u>	<u>11,468,200</u>	<u>(5,416,805)</u>	<u>52.8%</u>
TOTAL ADMINISTRATION	307,320	367,094	779,900	412,806	47.1%
TOTAL GENERATION	19,517	21,360	118,900	97,540	18.0%
TOTAL TRANSMISSION	4,029,493	4,222,743	9,543,700	5,320,957	44.2%
TOTAL URBAN DISTRIBUTION	317,636	363,219	818,300	455,081	44.4%
TOTAL RURAL LINE DIST AND MAINT	181,104	160,889	458,200	297,311	35.1%
TOTAL REMAINING ELECTRIC CONTINGENCY	-	0	60,000	60,000	0.0%
TOTAL CAPITAL OUTLAY	525,541	56,837	4,044,600	3,987,763	1.4%
<i>TOTAL ELECTRIC FUND EXPENDITURES</i>	<u>5,380,612</u>	<u>5,192,142</u>	<u>15,823,600</u>	<u>10,631,458</u>	<u>32.8%</u>
NET CONTRIBUTION TO(FROM) FUND BALANCE	<u>186,085</u>	<u>859,253</u>	<u>(4,355,400)</u>	<u>5,214,653</u>	

**CITY OF ALLIANCE, NEBRASKA**  
**REVENUES AND EXPENSES WITH COMPARISON TO BUDGET**  
**FOR THE QUARTER ENDING MARCH 31, 2023**

	<u>PYTD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>FAV / (UNFAV)</u>	<u>PCNT</u>
<b><u>REFUSE FUND</u></b>					
REFUSE FUND REVENUES	842,471	572,884	1,407,500	(834,616)	40.7%
REFUSE FUND BORROWINGS	300,000	0	500,000	500,000	0.0%
REFUSE FEES TO GENERAL FUND	(72,300)	-72,350	(144,700)	(72,350)	50.0%
<i>NET REFUSE FUND REVENUE</i>	<u>1,070,171</u>	<u>500,534</u>	<u>1,762,800</u>	<u>(406,966)</u>	<u>28.4%</u>
TOTAL REFUSE COLLECTION	156,621	208,985	427,000	218,015	48.9%
TOTAL REFUSE DISPOSAL	339,497	281,055	856,100	575,045	32.8%
REMAINING REFUSE CONTINGENCY	-	0	30,000	30,000	0.0%
TOTAL CAPITAL OUTLAY	166,877	23,809	738,200	714,391	3.2%
TOTAL DEBT SERVICE	7,500	45,183	165,400	120,217	27.3%
<i>TOTAL FUND EXPENDITURES</i>	<u>670,495</u>	<u>559,031</u>	<u>2,216,700</u>	<u>1,657,669</u>	<u>25.2%</u>
NET CONTRIBUTION TO(FROM) FUND BALANCE	<u>399,676</u>	<u>-58,497</u>	<u>(453,900)</u>	<u>395,403</u>	
<b><u>SEWER FUND</u></b>					
SEWER FUND REVENUE	252,393	259,629	536,000	(276,371)	48.4%
SEWER FEES TO GENERAL FUND	(29,300)	-29,550	(59,100)	(29,550)	50.0%
<i>NET SEWER FUND REVENUE</i>	<u>223,093</u>	<u>230,079</u>	<u>476,900</u>	<u>(246,821)</u>	<u>48.2%</u>
TOTAL SEWER FUND (EXCL. CAPITAL OUTLAY)	145,925	168,076	418,200	250,124	40.2%
TOTAL CAPITAL OUTLAY	115,264	0	177,800	177,800	0.0%
TOTAL REMAINING SEWER CONTINGENCY	-	0	200,000	200,000	0.0%
<i>TOTAL SEWER FUND EXPENDITURES</i>	<u>261,189</u>	<u>168,076</u>	<u>796,000</u>	<u>627,924</u>	<u>21.1%</u>
NET CONTRIBUTION TO(FROM) FUND BALANCE	<u>(38,096)</u>	<u>62,003</u>	<u>(319,100)</u>	<u>381,103</u>	
<b><u>WATER FUND</u></b>					
WATER FUND REVENUE	776,378	782,070	1,863,400	(1,081,330)	42.0%
WATER FEES TO GENERAL FUND	(107,400)	-108,800	(217,600)	(108,800)	50.0%
<i>NET WATER FUND REVENUE</i>	<u>668,978</u>	<u>673,270</u>	<u>1,645,800</u>	<u>(972,530)</u>	<u>40.9%</u>
TOTAL ADMINISTRATION	115,413	136,724	273,400	136,676	50.0%
TOTAL WATER TREATMENT	207,339	196,400	546,000	349,600	36.0%
TOTAL DISTRIBUTION	242,390	242,405	486,400	243,995	49.8%
TOTAL CAPITAL OUTLAY	144,742	183,644	1,081,000	897,356	17.0%
TOTAL REMAINING WATER CONTINGENCY	-	0	110,000	110,000	0.0%
TOTAL DEBT SERVICE	143,373	147,225	293,900	146,675	50.1%
<i>TOTAL WATER FUND EXPENDITURES</i>	<u>853,255</u>	<u>906,398</u>	<u>2,790,700</u>	<u>1,884,302</u>	<u>32.5%</u>
NET CONTRIBUTION TO(FROM) FUND BALANCE	<u>(184,276)</u>	<u>-233,128</u>	<u>(1,144,900)</u>	<u>911,772</u>	
<b><u>GOLF COURSE</u></b>					
TRANSFER FROM GENERAL FUND	87,500	200,000	400,000	(200,000)	50.0%
TOTAL GOLF COURSE OPERATING REVENUE	79,725	63,735	492,400	(428,665)	12.9%
<i>TOTAL GOLF COURSE REVENUE</i>	<u>167,225</u>	<u>263,735</u>	<u>892,400</u>	<u>(628,665)</u>	<u>29.6%</u>
GOLF COURSE OPERATING EXPENDITURES	212,427	237,690	705,200	467,510	33.7%
TOTAL CAPITAL OUTLAY	144,027	55,463	189,900	134,437	29.2%
<i>TOTAL GOLF COURSE EXPENDITURES</i>	<u>356,454</u>	<u>293,153</u>	<u>895,100</u>	<u>601,947</u>	<u>32.8%</u>
NET CONTRIBUTION TO(FROM) FUND BALANCE	<u>(189,229)</u>	<u>-29,418</u>	<u>(2,700)</u>	<u>(26,718)</u>	

**CITY OF ALLIANCE, NEBRASKA**  
**REVENUES AND EXPENSES WITH COMPARISON TO BUDGET**  
**FOR THE QUARTER ENDING MARCH 31, 2023**

	<u>PYTD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>FAV / (UNFAV)</u>	<u>PCNT</u>
<b><u>AIRPORT OPERATIONS</u></b>					
FAA FUNDING/GRANTS	-	1,522,849	4,455,000	(2,932,151)	34.2%
TRANSFER FROM AIRPORT SINKING FUND	-	0	62,000	(62,000)	0.0%
TRANSFER FROM GENERAL FUND	-	180,000	1,118,000	(938,000)	16.1%
DAMAGE REIMBURSEMENT	750,106	0	73,700	(73,700)	0.0%
NOTE/BOND PROCEEDS FOR RUNWAY/CAPITAL	-	0	(400,000)	400,000	0.0%
AIRPORT OPERATION REVENUE	158,318	195,382	440,600	(245,218)	44.3%
TOTAL AIRPORT OPERATION REVENUE	908,423	1,898,232	5,749,300	(3,851,068)	33.0%
TOTAL AIRPORT OPERATIONS	239,957	237,432	607,900	370,468	39.1%
TOTAL REMAINING AIRPORT CONTINGENCY	-	0	25,000	25,000	0.0%
TOTAL NOTE AND BOND PAYMENTS	3,878	3,251	67,800	64,549	4.8%
TOTAL CAPITAL OUTLAY	927,744	1,711,978	5,272,500	3,560,522	32.5%
TOTAL AIRPORT OPERATION EXPENDITURES	1,171,578	1,952,661	5,973,200	4,020,539	32.7%
NET CONTRIBUTION TO(FROM) FUND BALANCE	(263,155)	-54,429	(223,900)	169,471	
<b><u>PUBLIC TRANSIT PROGRAM</u></b>					
TOTAL TRANSIT REVENUE	197,955	110,750	553,300	(442,550)	20.0%
TOTAL TRANSIT EXPENSE	194,991	226,011	537,900	311,889	42.0%
NET CONTRIBUTION TO(FROM) FUND BALANCE	2,964	-115,262	15,400	(130,662)	
<b><u>STREET FUND</u></b>					
STATE HIGHWAY ALLOCATION	529,878	560,154	1,113,400	(553,246)	50.3%
TRANSFER FROM SALES TAX FUND	148,170	146,834	300,000	(153,166)	48.9%
NOTE/BOND PROCEEDS FOR STREET PROJECT	3,200,000	0	-	-	
STREET FUND OPERATING REVENUE	230,088	285,720	316,600	(30,880)	90.2%
TOTAL STREET REVENUES	4,108,136	992,707	1,730,000	(737,293)	57.4%
TOTAL STREET NON-CAPITAL EXPENDITURES	302,677	413,846	1,063,600	649,754	38.9%
TOTAL REMAINING STREET CONTINGENCY	-	0	50,000	50,000	0.0%
TOTAL BOND/NOTE REPAYMENTS	-	223,000	249,300	26,300	89.5%
TOTAL STREET CAPITAL OUTLAY	531,129	57,413	2,170,000	2,112,587	2.6%
TOTAL STREET EXPENDITURES	833,806	694,259	3,532,900	2,838,641	19.7%
NET CONTRIBUTION TO(FROM) FUND BALANCE	3,274,330	298,448	(1,802,900)	2,101,348	
<b><u>HANDYMAN PROGRAM</u></b>					
TOTAL STATE AND FEDERAL FUNDING	5,515	0	-	-	
TOTAL OTHER HANDYMAN PROGRAM REVENUE	268	0	-	-	
TOTAL RSVP FUND REVENUE	5,783	0	-	-	
TOTAL HANDYMAN PROGRAM EXPENSES	5,196	0	-	-	
NET CONTRIBUTION TO(FROM) FUND BALANCE	587	0	-	-	
<b><u>RETIRED SENIOR VOLUNTEER PROGRAM</u></b>					
TRANSFER FROM COMMUNITY BETTERMENT	10,000	10,000	30,000	(20,000)	33.3%
TOTAL RSVP PROGRAM REVENUE	25,019	25,051	50,000	(24,949)	50.1%
TOTAL RSVP FUNDRAISING REVENUE	-	100	6,000	(5,900)	1.7%
TOTAL RSVP-IN-KIND MATCH	1,358	1,850	3,200	(1,350)	57.8%
TOTAL RSVP FUND REVENUE	36,378	37,001	89,200	(52,199)	41.5%
TOTAL RSVP PROGRAM EXPENDITURES	30,475	35,395	91,200	55,805	38.8%
TOTAL RSVP FUNDRAISING EXPENDITURES	-	0	3,800	3,800	0.0%
TOTAL RSVP-IN-KIND MATCH	1,358	1,850	3,200	1,350	57.8%
TOTAL RSVP FUND EXPENDITURES	31,834	37,245	98,200	60,955	37.9%
NET CONTRIBUTION TO(FROM) FUND BALANCE	4,544	-244	(9,000)	8,756	

**CITY OF ALLIANCE, NEBRASKA**  
**REVENUES AND EXPENSES WITH COMPARISON TO BUDGET**  
**FOR THE QUARTER ENDING MARCH 31, 2023**

	<u>PYTD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>FAV / (UNFAV)</u>	<u>PCNT</u>
<b><u>MUSEUM PROJECT FUND</u></b>					
TOTAL MUSEUM PROJECT REVENUE	21	114	-	114	
TOTAL MUSEUM PROJECT EXPENSE	-	0	14,700	14,700	0.0%
NET CONTRIBUTION TO(FROM) FUND BALANCE	21	114	(14,700)	14,814	
<b><u>BUSINESS IMPROVEMENT DISTRICT</u></b>					
TOTAL BID #1 REVENUE	4,081	179	100	79	178.7%
TOTAL BID #2 REVENUE	4,117	0	-	-	
TOTAL BID FUND REVENUE	8,197	179	100	79	178.7%
TOTAL BID #1 EXPENDITURES	834	3,500	7,000	3,500	50.0%
TOTAL BID #2 EXPENDITURES	2,484	3,500	8,000	4,500	43.8%
TOTAL FUND EXPENDITURES	3,318	7,000	15,000	8,000	46.7%
NET CONTRIBUTION TO(FROM) FUND BALANCE	4,880	-6,821	(14,900)	8,079	
<b><u>NUISANCE ABATEMENT</u></b>					
TRANSFER TO GENERAL FUND	-	0	-	-	
<b><u>COMMUNITY DEVELOPMENT (HUD)</u></b>					
TOTAL COMMUNITY DEVELOPMENT REVENUES	4,501	1	170,000	(169,999)	0.0%
TOTAL COMMUNITY DEVELOPMENT EXPENDITURES	-	0	170,000	170,000	0.0%
NET CONTRIBUTION TO(FROM) FUND BALANCE	4,501	1	-	1	
<b><u>COMMUNITY BETTERMENT (KENO)</u></b>					
TOTAL KENO REVENUES	6,135	6,334	15,400	(9,066)	41.1%
TOTAL KENO OPERATING EXPENSES	-	0	200	200	0.0%
TRANSFER TO RSVP/HANDYMAN FUNDS	10,000	10,000	30,000	20,000	33.3%
TOTAL FUND EXPENDITURES	10,000	10,000	30,200	20,200	33.1%
NET CONTRIBUTION TO(FROM) FUND BALANCE	(3,865)	-3,666	(14,800)	11,134	
<b><u>ECONOMIC DEVELOPMENT FUND</u></b>					
TRANSFER FROM SALES TAX AND ARPA	50,000	50,000	650,000	(600,000)	7.7%
OCCUPATION TAX, FEES AND INTEREST	253	8,013	73,500	(65,487)	10.9%
CONTRACTED SERVICES AND TAXES REMITTED	7,193	11,321	737,600	726,279	1.5%
BOX BUTTE DEVELOPMENT CORPORATION SUPPORT	18,925	0	75,700	75,700	0.0%
TOTAL ECONOMIC DEVELOPMENT SUPPORT	26,118	11,321	813,300	801,979	1.4%
NET CONTRIBUTION TO(FROM) FUND BALANCE	24,135	46,692	(89,800)	136,492	
<b><u>LB840 FUND</u></b>					
TOTAL LB 840 FUND REVENUE	120,267	120,681	188,900	(68,219)	63.9%
TOTAL LB 840 FUND EXPENDITURES	-	0	510,000	510,000	0.0%
NET CONTRIBUTION TO(FROM) FUND BALANCE	120,267	120,681	(321,100)	441,781	
<b><u>REDEVELOPMENT FUND</u></b>					
TOTAL REDEVELOPMENT (TIF) REVENUE	8,120	5,460	1,750,000	(1,744,540)	0.3%
TOTAL REDEVELOPMENT (TIF) EXPENDITURES	4,183	1,428	1,750,000	1,748,572	0.1%
NET CONTRIBUTION TO(FROM) FUND BALANCE	3,937	4,032	-	4,032	

**CITY OF ALLIANCE, NEBRASKA**  
**REVENUES AND EXPENSES WITH COMPARISON TO BUDGET**  
**FOR THE QUARTER ENDING MARCH 31, 2023**

	<u>PYTD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>FAV / (UNFAV)</u>	<u>PCNT</u>
<b><u>SALES TAX FUND</u></b>					
CITY SALES TAX RECEIPTS	1,211,958	1,215,488	2,400,000	(1,184,512)	50.6%
INTEREST INCOME	774	2,088	3,000	(912)	69.6%
<i>TOTAL SALES TAX FUND REVENUES</i>	<u>1,212,732</u>	<u>1,217,577</u>	<u>2,403,000</u>	<u>(1,185,423)</u>	<u>50.7%</u>
TRANSFER TO GENERAL FUND	726,287	800,000	1,600,000	800,000	50.0%
TRANSFER TO STREETS FUND	148,170	146,834	300,000	153,166	48.9%
TRANSFER TO CAPITAL PROJECTS FUND	237,500	150,000	300,000	150,000	50.0%
TRANSFER TO ECONOMIC DEVELOPMENT FUND	50,000	50,000	100,000	50,000	50.0%
TRANSFER TO LB840 FUND	50,000	50,000	100,000	50,000	50.0%
<i>TOTAL SALES TAX TRANSFERS</i>	<u>1,211,958</u>	<u>1,196,833</u>	<u>2,400,000</u>	<u>1,203,167</u>	<u>49.9%</u>
NET CONTRIBUTION TO(FROM) FUND BALANCE	<u>774</u>	<u>20,743</u>	<u>3,000</u>	<u>17,743</u>	
<b><u>TOURISM AND PROMOTION FUND</u></b>					
<i>TOTAL FUND REVENUE</i>	96,398	101,105	199,000	(97,895)	50.8%
<i>TOTAL FUND EXPENDITURES</i>	-	0	1,000	(1,000)	0.0%
<i>TRANSFER TO GENERAL/CAPITAL FUNDS</i>	72,300	97,200	300,000	202,800	32.4%
NET CONTRIBUTION TO(FROM) FUND BALANCE	<u>24,098</u>	<u>3,905</u>	<u>(102,000)</u>	<u>105,905</u>	
<b><u>GENERAL FUND CAPITAL PROJECTS</u></b>					
INTEREST INCOME	865	2,754	3,400	(646)	81.0%
BOND PROCEEDS	-	0	1,200,000	(1,200,000)	0.0%
OTHER REVENUES	-	0	100,000	(100,000)	0.0%
TRANSFER FROM OTHER FUNDS	237,500	150,000	850,000	(700,000)	17.6%
<i>TOTAL CAPITAL PROJECTS FUND REVENUES</i>	<u>238,365</u>	<u>152,754</u>	<u>2,153,400</u>	<u>(2,000,646)</u>	<u>7.1%</u>
TOTAL POLICE CAPITAL PROJECTS	-	0	50,000	50,000	0.0%
TOTAL MUNICIPAL HALL PROJECT	-	26,385	1,550,000	1,523,615	1.7%
TOTAL PARKS CAPITAL PROJECTS	353,720	0	600,000	600,000	0.0%
TOTAL LIBRARY IMPROVEMENTS	953	0	-	-	
<i>TOTAL FUND EXPENDITURES</i>	<u>354,673</u>	<u>26,385</u>	<u>2,200,000</u>	<u>2,173,615</u>	<u>1.2%</u>
NET CONTRIBUTION TO(FROM) FUND BALANCE	<u>(116,308)</u>	<u>126,369</u>	<u>(46,600)</u>	<u>172,969</u>	
<b><u>PUBLIC SAFETY TAX</u></b>					
<i>TOTAL PUBLIC SAFETY REVENUE</i>	22,247	32,556	173,200	(140,644)	18.8%
<i>TRANSFER TO GENERAL FUND</i>	-	0	(150,000)	150,000	0.0%
NET CONTRIBUTION TO(FROM) FUND BALANCE	<u>22,247</u>	<u>32,556</u>	<u>23,200</u>	<u>9,356</u>	
<b><u>STATE E911 FUNDS</u></b>					
<i>TOTAL STATE E911 REVENUE</i>	30,264	24,958	35,800	(10,842)	69.7%
<i>TOTAL STATE E911 EXPENDITURES</i>	807	44,591	80,000	35,409	55.7%
NET CONTRIBUTION TO(FROM) FUND BALANCE	<u>29,457</u>	<u>-19,632</u>	<u>(44,200)</u>	<u>24,568</u>	
<b><u>ADMINISTRATION INTERNAL SERVICE</u></b>					
<i>TOTAL ADMINISTRATION INTERNAL SERVICE FEES</i>	766,551	918,484	1,844,000	(925,516)	49.8%
TOTAL PERSONNEL	90,567	90,802	253,200	162,398	35.9%
TOTAL LEGAL	65,278	59,533	169,000	109,467	35.2%
TOTAL RISK MANAGEMENT	241,278	289,701	707,400	417,699	41.0%
TOTAL MIS/GIS	110,500	95,493	249,000	153,507	38.4%
TOTAL ACCOUNTING	144,208	188,536	330,500	141,964	57.0%
TOTAL CAPITAL OUTLAY	9,027	9,605	134,600	124,995	7.1%
<i>TOTAL FUND EXPENDITURES</i>	<u>660,857</u>	<u>733,670</u>	<u>1,843,700</u>	<u>1,110,030</u>	<u>39.8%</u>
NET CONTRIBUTION TO(FROM) FUND BALANCE	<u>105,694</u>	<u>184,814</u>	<u>300</u>	<u>184,514</u>	<u>-</u>

**CITY OF ALLIANCE, NEBRASKA**  
**REVENUES AND EXPENSES WITH COMPARISON TO BUDGET**  
**FOR THE QUARTER ENDING MARCH 31, 2023**

	<u>PYTD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>FAV / (UNFAV)</u>	<u>PCNT</u>
<b><u>ENTERPRISE INTERNAL SERVICES</u></b>					
TOTAL ENTERPRISE INTERNAL SERVICES FEES	269,449	320,240	623,300	(303,061)	51.4%
TOTAL UTILITY CUSTOMER SERVICE	95,404	108,677	251,300	142,623	43.2%
TOTAL METER READING	26,469	20,033	62,800	42,767	31.9%
TOTAL WAREHOUSE	115,261	107,547	236,800	129,253	45.4%
TOTAL CAPITAL OUTLAY	-	0	70,000	70,000	0.0%
<b>TOTAL FUND EXPENDITURES</b>	<b>237,134</b>	<b>236,257</b>	<b>620,900</b>	<b>384,643</b>	<b>38.1%</b>
NET CONTRIBUTION TO(FROM) FUND BALANCE	<b>32,316</b>	<b>83,982</b>	<b>2,400</b>	<b>81,582</b>	
<b><u>HEALTH CARE INTERNAL SERVICES</u></b>					
TOTAL FUND REVENUE	774,008	692,555	1,687,600	(995,045)	41.0%
TOTAL HEALTH SUPPORT EXPENDITURES	926,343	769,404	1,898,000	1,128,596	40.5%
NET CONTRIBUTION TO(FROM) FUND BALANCE	<b>(152,335)</b>	<b>-76,849</b>	<b>(210,400)</b>	<b>133,551</b>	
<b><u>GENERAL DEBT SERVICE FUND</u></b>					
TOTAL DEBT SERVICE REVENUES	25	128	200	(72)	64.0%
TOTAL GENERAL DEBT SERVICE EXPENDITURES	-	0	-	-	
NET CONTRIBUTION TO(FROM) FUND BALANCE	<b>25</b>	<b>128</b>	<b>200</b>	<b>(72)</b>	
<b><u>AIRPORT SINKING FUND</u></b>					
TOTAL FUND REVENUE	11,307	11,570	60,100	(48,530)	19.3%
TRANSFER TO AIRPORT OPERATING	-	0	(62,000)	62,000	0.0%
NET CONTRIBUTION TO(FROM) FUND BALANCE	<b>11,307</b>	<b>11,570</b>	<b>(1,900)</b>	<b>13,470</b>	
<b><u>PERPETUAL CARE FUND</u></b>					
TOTAL PERPETUAL CARE REVENUE	7,579	3,728	14,200	(10,472)	26.3%
TRANSFER TO GENERAL FUND	-	0	-	-	
NET CONTRIBUTION TO(FROM) FUND BALANCE	<b>7,579</b>	<b>3,728</b>	<b>14,200</b>	<b>(10,472)</b>	
<b><u>AMERICAN RECOVERY PLAN FUND</u></b>					
TOTAL ARPA FUND REVENUE	1,614	8,526	6,400	2,126	133.2%
TOTAL ARPA FUND EXPENDITURES/TRANSFERS	-	0	1,050,000	-	0.0%
ARPA COUNCIL CONTINGENCY	-	0	400,000	400,000	0.0%
NET CONTRIBUTION TO(FROM) FUND BALANCE	<b>1,614</b>	<b>8,526</b>	<b>(1,443,600)</b>	<b>1,452,126</b>	
<b>Total Revenues</b>	<b>19,645,941</b>	<b>17,063,757</b>	<b>50,039,100</b>	<b>(32,975,343)</b>	<b>34.1%</b>
<b>Total Expenditures</b>	<b>16,595,247</b>	<b>17,353,358</b>	<b>60,907,600</b>	<b>43,554,242</b>	<b>28.5%</b>
<b>NET CONTRIBUTION TO(FROM) FUND BALANCE</b>	<b>3,050,693</b>	<b>-289,601</b>	<b>(10,868,500)</b>	<b>10,578,899</b>	

**Contingency Recap**

	<u>Used</u>	<u>Original</u>	<u>Remaining</u>	<u>% Used</u>
Council Contingency	40,000	100,000	60,000	40.0%
Police Grant Contingency	0	10,000	10,000	0.0%
Electric Contingency	0	60,000	60,000	0.0%
Refuse Contingency	0	30,000	30,000	0.0%
Sewer Contingency	0	200,000	200,000	0.0%
Water Contingency	0	110,000	110,000	0.0%
Airport Contingency	0	25,000	25,000	0.0%
Streets Contingency	0	50,000	50,000	0.0%
ARPA Contingency	0	400,000	400,000	0.0%
<b>Total Contingencies</b>	<b>40,000</b>	<b>985,000</b>	<b>945,000</b>	<b>4.1%</b>

**City of Alliance**  
**Fund Revenue and Expense Summary**  
**September 30, 2021 through March 31, 2023**

Fund Name	2021-22 Fiscal Year		2022-23 Fiscal Year		3/31/2023		
	9/30/2021	Revenues	Expenditures	9/30/2022		Revenues	Expenditures
General Fund	3,792,839.54	7,374,282.79	7,199,357.97	3,967,764.36	2,631,093.39	4,190,294.74	2,408,563.01
Electric Fund	25,726,188.78	12,726,417.20	10,799,618.33	27,652,987.65	6,051,394.80	5,192,141.99	28,512,240.46
Refuse Fund	2,444,692.40	1,364,571.28	1,266,149.01	2,543,114.67	500,533.59	559,030.92	2,484,617.34
Sewer Fund	2,578,267.02	448,256.73	523,404.08	2,503,119.67	230,078.96	168,076.27	2,565,122.36
Water Fund	7,690,855.90	1,692,175.97	1,594,585.56	7,788,446.31	673,269.88	906,398.34	7,555,317.85
Golf Course Fund	154,953.62	735,356.47	793,312.96	96,997.13	263,734.75	293,152.60	67,579.28
Airport Fund	(158,581.29)	1,700,738.04	1,807,211.85	(265,055.10)	1,898,231.68	1,952,660.77	(319,484.19)
Public Transit Fund	25,252.15	432,355.30	405,939.02	51,668.43	110,749.69	226,011.31	(63,593.19)
Street Fund	376,592.48	4,828,555.83	2,505,528.06	2,699,620.25	992,706.82	694,258.72	2,998,068.35
Handyman Service Program	2,000.00	3,808.88	5,808.88	-	-	-	-
Retired Senior Volunteer Program	16,072.95	64,405.01	70,385.79	10,092.17	37,001.14	37,244.77	9,848.54
Museum Exhibit Fund	14,639.87	59.20	-	14,699.07	113.63	-	14,812.70
Business Improvement District	12,784.02	8,235.22	6,999.55	14,019.69	178.73	7,000.00	7,198.42
Nuisance Fund	50,000.00	-	-	50,000.00	-	-	50,000.00
Housing and Urban Development	12,037.33	10,001.19	10,000.00	12,038.52	0.59	-	12,039.11
Community Betterment Fund	74,345.80	10,859.64	10,100.00	75,105.44	6,333.54	10,000.00	71,438.98
Economic Development Fund	128,560.00	125,377.64	89,445.30	164,492.34	58,012.76	11,320.54	211,184.56
LB 840 Fund	1,458,973.57	117,851.67	65,386.00	1,511,439.24	120,681.24	-	1,632,120.48
Redevelopment Fund	351.74	147,062.92	147,038.54	376.12	5,459.98	1,427.87	4,408.23
Sales Tax Fund	344,712.56	2,363,812.33	2,362,159.26	346,365.63	1,217,576.55	1,196,833.21	367,108.97
Tourism and Promotion Fund	424,318.20	237,312.92	182,640.00	478,991.12	101,105.45	97,200.00	482,896.57
Capital Projects Fund	630,498.41	470,131.95	693,964.14	406,666.22	152,753.75	26,384.63	533,035.34
Public Safety Fund	170,831.00	160,989.20	-	331,820.20	32,556.37	-	364,376.57
State E911 Fund	154,278.57	49,974.98	121,935.43	82,318.12	24,958.30	44,590.63	62,685.79
American Recovery Plan Fund	716,951.67	720,251.10	-	1,437,202.77	8,526.01	-	1,445,728.78
Administration Internal Service	212,772.06	1,410,038.04	1,301,342.05	321,468.05	918,484.20	733,669.95	506,282.30
Enterprise Internal Service	96,954.87	610,422.98	442,907.28	264,470.57	320,239.50	236,257.02	348,453.05
Health Care Internal Service	2,022,840.16	1,474,942.53	1,628,983.94	1,868,798.75	692,555.33	769,403.87	1,791,950.21
General Debt Service Fund	17,611.40	70.51	1,125.00	16,556.91	127.99	-	16,684.90
Airport Sinking Fund	140,445.85	57,347.62	15,000.00	182,793.47	11,569.99	-	194,363.46
Perpetual Cemetery Fund	462,878.81	18,601.78	-	481,480.59	3,728.07	-	485,208.66
<b>TOTAL</b>	<b>49,795,919.44</b>	<b>6,680,757.47</b>	<b>7,203,375.12</b>	<b>55,109,858.36</b>	<b>17,063,756.68</b>	<b>17,353,358.15</b>	<b>54,820,256.89</b>

## City of Alliance

### Net Fund Balance Changes

September 30, 2021 through March 31, 2023

Fund Name	9/30/2021	9/30/2022	Prior Change	3/31/2023	YTD Change
1 General Fund	3,792,839.54	3,967,764.36	174,924.82	2,408,563.01	(1,559,201.35)
5 Electric Fund	25,726,188.78	27,652,987.65	1,926,798.87	28,512,240.46	859,252.81
6 Refuse Fund	2,444,692.40	2,543,114.67	98,422.27	2,484,617.34	(58,497.33)
7 Sewer Fund	2,578,267.02	2,503,119.67	(75,147.35)	2,565,122.36	62,002.69
8 Water Fund	7,690,855.90	7,788,446.31	97,590.41	7,555,317.85	(233,128.46)
21 Golf Course Fund	154,953.62	96,997.13	(57,956.49)	67,579.28	(29,417.85)
22 Airport Fund	(158,581.29)	(265,055.10)	(106,473.81)	(319,484.19)	(54,429.09)
23 Public Transit Fund	25,252.15	51,668.43	26,416.28	(63,593.19)	(115,261.62)
24 Street Fund	376,592.48	2,699,620.25	2,323,027.77	2,998,068.35	298,448.10
25 Handyman Service Program	2,000.00	-	(2,000.00)	-	-
26 Retired Senior Volunteer Program	16,072.95	10,092.17	(5,980.78)	9,848.54	(243.63)
27 Museum Project Fund	14,639.87	14,699.07	59.20	14,812.70	113.63
28 Business Improvement Dist	12,784.02	14,019.69	1,235.67	7,198.42	(6,821.27)
29 Nuisance Fund	50,000.00	50,000.00	-	50,000.00	-
32 Housing and Urban Development	12,037.33	12,038.52	1.19	12,039.11	0.59
33 Community Betterment Fund	74,345.80	75,105.44	759.64	71,438.98	(3,666.46)
35 Economic Development Fund	128,560.00	164,492.34	35,932.34	211,184.56	46,692.22
36 LB 840 Fund	1,458,973.57	1,511,439.24	52,465.67	1,632,120.48	120,681.24
37 Redevelopment Fund	351.74	376.12	24.38	4,408.23	4,032.11
38 Sales Tax Fund	344,712.56	346,365.63	1,653.07	367,108.97	20,743.34
39 Tourism and Promotion Fund	424,318.20	478,991.12	54,672.92	482,896.57	3,905.45
41 Capital Projects Fund	630,498.41	406,666.22	(223,832.19)	533,035.34	126,369.12
42 Capital Equip/Public Safety Fund	170,831.00	331,820.20	160,989.20	364,376.57	32,556.37
43 State E911 Fund	154,278.57	82,318.12	(71,960.45)	62,685.79	(19,632.33)
49 American Recovery Plan Fund	716,951.67	1,437,202.77	720,251.10	1,445,728.78	8,526.01
51 Administration Internal Service	212,772.06	321,468.05	108,695.99	506,282.30	184,814.25
55 Enterprise Internal Service	96,954.87	264,470.57	167,515.70	348,453.05	83,982.48
57 Health Care Internal Service	2,022,840.16	1,868,798.75	(154,041.41)	1,791,950.21	(76,848.54)
61 General Debt Service Fund	17,611.40	16,556.91	(1,054.49)	16,684.90	127.99
69 Airport Sinking Fund	140,445.85	182,793.47	42,347.62	194,363.46	11,569.99
81 Perpetual Cemetery Fund	462,878.81	481,480.59	18,601.78	485,208.66	3,728.07
	<b>49,795,919.44</b>	<b>55,109,858.36</b>	<b>5,313,938.92</b>	<b>54,820,256.89</b>	<b>(289,601.47)</b>

**City of Alliance**  
**Bank Accounts**  
**March 31, 2023**

Bank	Type	Fund No	GL Account	Status	Department	Due Date	Interest Rate	Term in Months	Interest	Current Value
BOW	CK	32	01112	Restricted	HUD Checking		0.01%		1.20 \$	12,039.11
FNB	CK	99	01114	Unrestricted	General Fund - Accounts Payable		2.15%		34,904.59 \$	1,623,469.41
FNB	CK	99	01115	Unrestricted	Utility Operating & Maintenance		1.34%		7,449.40 \$	555,925.12
FNB	CK	5	01119	Restricted	Meter Deposits		1.82%		1,167.89 \$	64,169.69
FNB	CK	99	01116	Restricted	General Fund - Payroll		1.49%		348.62 \$	23,397.23
FNB	CK	26	01115	Restricted	RSVP		1.54%		113.79 \$	7,389.23
FNB	CK	1	01998	Restricted	Police Custodial Account		1.82%		171.53 \$	9,424.58
FNB	MM	6	02231	Restricted	Landfill Closure/Post Close Res (C&D)		1.82%		2,933.00 \$	161,153.73
FNB	MM	Multiple	Multiple	Reserve	General City of Alliance Temp Inv		1.83%		146,699.08 \$	8,016,343.14
FNB	MM	Multiple	Multiple	Reserve	Enterprise Temp Investment		1.93%		168,217.77 \$	8,715,946.74
FNB	MM	99	01117	Restricted	General Fund - Section 125		1.84%		113.83 \$	6,186.46
FNB	MM	36	01111	Restricted	LB 840		1.82%		10,788.60 \$	592,779.99
FNB	MM	6	02224	Restricted	Landfill Post Closure Reserve (MSW)		1.82%		3,122.05 \$	171,541.10
FNB	MM	6	02233	Restricted	Landfill Closure (MSW)		1.82%		3,813.63 \$	209,540.10
FNB	MM	69	01222	Restricted	Airport Sinking Fund		1.82%		1,784.90 \$	98,071.63
FNB	MM	33	01111	Restricted	Community Betterment Keno		1.82%		1,191.11 \$	65,445.62
NB	CD	6	02234	Restricted	MSW Landfill Post Closure	6/12/2023	0.45%	18	2,873.54 \$	639,637.15
NB	CD	5	02236	Restricted	Meter Deposits	6/12/2023	0.45%	18	640.32 \$	142,534.56
NB	CDAR	6	02222	Restricted	Landfill Closure (MSW)	2/1/2024	4.25%	12	50,294.01 \$	1,183,388.47
NB	MM	Multiple	Multiple	Reserve	Enterprise Temp Investment		1.90%		93,825.13 \$	4,938,164.95
PVB	CD	5	02231	Restricted	Meter Deposits	3/21/2024	4.55%	12	9,864.98 \$	216,812.80
SSB	MM	Multiple	Multiple	Reserve	Temporary Investment		1.21%		38,927.80 \$	3,217,173.27
SSB	MM	Multiple	Multiple	Reserve	Enterprise Temp Investment		1.21%		6,394.14 \$	528,441.37
							<b>1.88%</b>		585,640.91 \$	<b>31,198,975.45</b>
COA	NT	05	04524	Receivable	Electric Notes to Airport Fund-Revolving		2.00%		3,000.00 \$	150,000.00
COA	NT	05	04524	Receivable	Electric Notes to Airport Fund		2.00%		8,000.00 \$	400,000.00
							<b>2.00%</b>		11,000.00 \$	<b>550,000.00</b>

**City of Alliance**  
**Bank Accounts**  
**March 31, 2023**

Fund Name	Balances	Combined Cash	Shared MMDA	Allocated Cash
1 General Fund	9,424.58	181,945.06	2,475,171.75	2,666,541.39
5 Electric Fund	423,517.05	876,110.77	11,590,795.01	12,890,422.83
6 Refuse Fund	2,365,260.55	26,021.64	513,932.46	2,905,214.65
7 Sewer Fund		95,660.10	329,506.79	425,166.89
8 Water Fund		62,784.18	1,748,318.80	1,811,102.98
21 Golf Course Fund		28,998.27	77,002.49	106,000.76
22 Airport Fund		679.30	537.01	1,216.31
23 Public Transit Fund		(131,914.65)		(131,914.65)
24 Street Fund		243,044.89	2,788,006.56	3,031,051.45
26 Retired Senior Volunteer Program	7,389.23	1,001.91		8,391.14
27 Museum Project Fund	-	14,812.70		14,812.70
28 Business Improvement Dist	-	7,198.42		7,198.42
29 Nuisance Fund		50,000.00		50,000.00
32 Housing and Urban Development	12,039.11	-		12,039.11
33 Community Betterment Fund	65,445.62	3,662.00		69,107.62
35 Economic Development Fund		27,256.27	167,261.62	194,517.89
36 LB 840 Fund	592,779.99	219,271.69		812,051.68
37 Redevelopment Fund		4,408.23		4,408.23
38 Sales Tax Fund		6,122.68	360,986.30	367,108.98
39 Tourism and Promotion Fund		14,304.30	433,589.34	447,893.64
41 Capital Projects Fund		100,714.56	382,320.78	483,035.34
42 Public Safety Fund		71,835.02	286,278.49	358,113.51
43 Nebraska E911 Fund		23,941.40		23,941.40
43 ARPA Funds		6,315.59	1,439,413.19	1,445,728.78
51 Administration Internal Service		20,893.95	422,810.87	443,704.82
55 Enterprise Internal Service		46,279.97	200,788.48	247,068.45
57 Health Care Internal Service		83,596.66	1,727,404.61	1,811,001.27
61 General Debt Service Fund		16,684.90		16,684.90
69 Airport Sinking Fund	98,071.63	94,084.67		192,156.30
81 Perpetual Cemetery Fund		13,263.74	471,944.92	485,208.66
99 Allocated Cash	27,625,047.69	(2,208,978.22)	(25,416,069.47)	-
	<b>31,198,975.45</b>	<b>-</b>	<b>-</b>	<b>31,198,975.45</b>

**City of Alliance  
Bank Accounts  
March 31, 2023**

<u>By Location</u>	
Bank of the West	\$ 12,039.11
First National Bank	\$ 20,320,783.77
First Interstate Bank	\$ -
Nebraska Bank	\$ 6,903,725.13
Nebraska Public Agency Investment Trust	\$ -
Platte Valley Bank	\$ 216,812.80
Sandhills State Bank	\$ 3,745,614.64
Wells Fargo Bank	\$ -
<b>Total</b>	<b>\$ 31,198,975.45</b>

<u>By Status</u>	
Investment	\$ -
Reserve	\$ 25,416,069.47
Restricted	\$ 3,603,511.45
Unrestricted	\$ 2,179,394.53
<b>Total</b>	<b>\$ 31,198,975.45</b>

<u>By Type</u>	
Certificates of Deposit	\$ 998,984.51
CDAR	\$ 1,183,388.47
Checking	\$ 2,295,814.37
Money Market Accounts	\$ 26,720,788.10
Savings	\$ -
Trust Accounts	\$ -
<b>Total</b>	<b>\$ 31,198,975.45</b>

**City of Alliance**  
**Fund Cash Reserve Changes**  
**September 30, 2021 through March 31, 2023**

Fund Name	9/30/2021	3/31/2022	9/30/2022	Prior FY Change	3/31/2023	YOY Change	FY Change	Restricted	Mos.
1 General Fund	4,000,174	3,531,711	4,214,885	214,711	2,666,541	(865,170)	(1,548,344)	483,424	3.1
5 Electric Fund	10,675,942	11,152,582	12,143,325	1,467,382	12,890,423	1,737,841	747,098	456,188	14.4
6 Refuse Fund	2,595,674	3,017,754	2,962,975	367,301	2,905,215	(112,539)	(57,760)	2,439,915	5.0
7 Sewer Fund	520,711	482,858	365,708	(155,003)	425,167	(57,691)	59,459	9,320	14.8
8 Water Fund	1,926,424	1,827,474	2,005,821	79,397	1,811,103	(16,371)	(194,718)	48,193	11.7
21 Golf Course Fund	295,015	104,718	136,010	(159,005)	106,001	1,283	(30,009)	30,276	1.5
22 Airport Fund	336,705	108,931	31,645	(305,060)	1,216	(107,715)	(30,429)	-	0.0
23 Public Transfer Fund	(1,533)	(64)	(16,653)	(15,120)	(131,915)	(131,851)	(115,262)	-	-
24 Street Fund	211,393	3,447,907	2,732,354	2,520,961	3,031,051	(416,856)	298,697	-	26.2
25 Handyman Fund	359	948	-	(359)	-	(948)	-	-	-
26 Retired Senior Volunteer Program	14,030	18,574	8,635	(5,395)	8,391	(10,183)	(244)	-	1.4
27 Museum Project Fund	14,640	14,661	14,699	59	14,813	152	114	-	-
28 Business Improvement District	12,789	16,595	14,020	1,231	7,198	(9,397)	(6,822)	-	-
29 Nuisance Fund	50,000	50,000	50,000	-	50,000	-	-	-	-
32 Housing and Urban Development	12,037	12,038	12,039	1	12,039	1	0	-	-
33 Community Betterment Fund	71,354	67,389	72,774	1,420	69,108	1,719	(3,666)	-	-
35 Economic Development Fund	111,893	136,028	147,826	35,932	194,518	58,490	46,692	-	-
36 LB 840 Fund	598,801	719,068	691,370	92,569	812,052	92,984	120,682	-	-
37 Redevelopment Fund	352	4,289	376	24	4,408	119	4,032	-	-
38 Sales Tax Fund	344,713	345,487	346,366	1,653	367,109	21,622	20,743	-	1.8
39 Tourism and Promotion Fund	371,358	395,456	443,988	72,630	447,894	52,438	3,906	-	27.6
41 Capital Projects Fund	514,994	398,686	356,666	(158,328)	483,035	84,349	126,369	-	-
42 Public Safety Fund	170,831	193,078	325,557	154,726	358,114	165,036	32,557	-	-
43 Nebraska E911 Fund	154,279	183,736	78,835	(75,443)	23,941	(159,795)	(54,894)	-	-
49 American Recovery Plan Fund	716,952	718,566	1,437,203	720,251	1,445,729	727,163	8,526	-	-
51 Administration Internal Services	172,457	276,558	259,011	86,554	443,705	167,147	184,694	-	3.6
55 Enterprise Internal Services	113,666	140,459	163,086	49,420	247,068	106,609	83,982	-	6.3
57 Health Care Internal Service	2,151,471	1,978,320	1,946,591	(204,879)	1,811,001	(167,319)	(135,590)	-	14.1
61 General Debt Service Fund	17,611	17,636	16,557	(1,054)	16,685	(951)	128	-	-
69 Airport Sinking Fund	137,801	149,108	180,586	42,785	192,156	43,048	11,570	-	-
81 Perpetual Cemetery Fund	462,879	470,457	481,481	18,602	485,209	14,752	3,728	-	-
<b>Totals</b>	<b>26,775,770</b>	<b>29,981,008</b>	<b>31,623,735</b>	<b>4,847,965</b>	<b>31,198,975</b>	<b>1,217,967</b>	<b>(424,760)</b>	<b>3,467,316</b>	

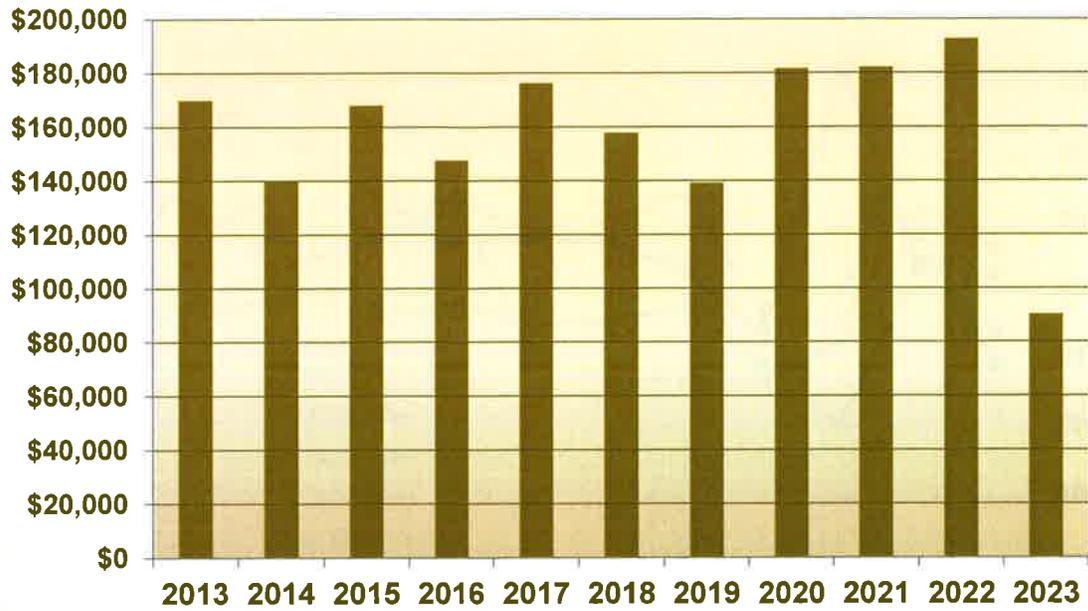
**City of Alliance  
Capital Progress Report  
Fiscal Year 2022-23 Q1**

G/L Acct	Fund	Department	Project	Status	Expended	Approved	Over (Under)	CF	Comments
01-31-32-59-950	01	Police Operations	Panasonic Laptops	Pending	\$ 7,500	\$ 7,500	\$ (7,500)		
01-31-32-59-950	01	Police Operations	Mesh Halo Surveillance Camera System	In Progress	\$ 114,099.51	\$ 220,000	\$ (105,900)	Y	Res. 22-08
01-31-32-59-950	01	Police Operations	Laser Tester	In Progress	\$ 14,043.50	\$ -	\$ 14,044		
01-31-32-59-960	01	Police Operations	Patrol Cruiser - Used	In Progress	\$ 7,360.50	\$ 60,000	\$ (52,640)		
01-31-33-59-941	01	Police Services	Police Server Upgrade Project	Pending	\$ 35,000	\$ 35,000	\$ (35,000)		
01-37-35-59-950	01	EMS	P25 Radio Flash code Updates - Fire	In Progress	\$ 88,730.00	\$ 135,300	\$ (46,570)		Res. 22-95
01-37-37-59-915	01	Firefighting	Positive Pressure Fans	Pending	\$ 18,000	\$ 18,000	\$ (18,000)		
01-37-37-59-950	01	Firefighting	Air Bag System - Complete HP System	Pending	\$ 6,000	\$ 6,000	\$ (6,000)		
01-37-38-59-950	01	Ambulance	Defibrillators	Pending	\$ 75,000	\$ 75,000	\$ (75,000)		Res. 23-22
01-37-38-59-960	01	Ambulance	Ambulance Unit 314	Pending	\$ 300,000	\$ 300,000	\$ (300,000)		
01-41-46-59-970	01	Administration	Landscaping at Homestead	Pending	\$ 50,000	\$ 50,000	\$ (50,000)		
01-41-46-59-970	01	Administration	Contingency Grant Funded Projects	Pending	\$ 1,500,000	\$ 1,500,000	\$ (1,500,000)		
01-71-72-59-915	01	Senior Center	Kitchen Upgrade	Pending	\$ 50,000	\$ 50,000	\$ (50,000)	Y	
01-71-77-59-915	01	Library	HVAC Upgrades - Chillers	In Progress	\$ 431,396.24	\$ 1,500,000	\$ (1,068,604)	Y	Res. 22-04; 22-51
	<b>01 Total</b>				<b>\$ 655,629.75</b>	<b>\$ 3,956,800</b>	<b>\$ (3,301,170)</b>		
05-51-50-59-915	05	Electric	Old Power Plant Demolition	Pending	\$ 1,000,000	\$ 1,000,000	\$ (1,000,000)		
05-51-52-53-916	05	Electric	Distribution Reclosure and Switches	Pending	\$ 75,000	\$ 75,000	\$ (75,000)		
05-51-53-53-948	05	Electric	Urban Rebuilds	In Progress	\$ 16,210.40	\$ 300,000	\$ (283,790)		
05-51-53-53-948	05	Electric	Urban Rebuilds (Contract)	Pending	\$ 350,000	\$ 350,000	\$ (350,000)		
05-51-53-59-955	05	Electric	Load Management Switches	Pending	\$ 17,860.44	\$ 100,000	\$ (82,140)	Y	Res. 21-83
05-51-53-59-960	05	Electric	Superintendent Pickup Unit 414	Pending	\$ 60,000	\$ 60,000	\$ (60,000)	Y	
05-51-53-59-960	05	Electric	Line Crew-Foreman Pickup Unit 412	Pending	\$ 70,000	\$ 70,000	\$ (70,000)		
05-51-53-59-960	05	Electric	Chassis w/Digger Derrick Unit 402	In Progress	\$ 315,000	\$ 315,000	\$ (315,000)		
05-51-53-59-970	05	Electric	South Parking Lot Pavement	Pending	\$ 20,000	\$ 20,000	\$ (20,000)	Y	
05-51-53-59-970	05	Electric	Concrete Pads for Transformer Storage	Pending	\$ 30,000	\$ 30,000	\$ (30,000)	Y	
05-51-53-59-970	05	Electric	Outside Yard Expansion	Pending	\$ 50,000	\$ 50,000	\$ (50,000)	Y	
05-51-54-53-948	05	Electric	Rural System Rebuilds	In Progress	\$ 20,222.19	\$ 400,000	\$ (379,778)		
05-51-54-53-948	05	Electric	Rural System Rebuilds (Contract)	In Progress	\$ 22,765.91	\$ 400,000	\$ (377,234)		Res. 22-67
05-51-54-53-948	05	Electric	Solar Field Upgrades	Pending	\$ 800,000	\$ 800,000	\$ (800,000)		
	<b>05 Total</b>				<b>\$ 77,058.94</b>	<b>\$ 3,970,000</b>	<b>\$ (3,892,941)</b>		
06-41-42-59-950	06	Refuse Collection	Refuse Containers	In Progress	\$ 23,808.59	\$ 90,000	\$ (66,191)		
06-51-55-59-941	06	Landfill	Upgrade Waste/Works Software	Pending	\$ 6,000	\$ 6,000	\$ (6,000)		
06-51-55-59-950	06	Landfill	Replacement Scale with Safety Ledge	Pending	\$ 110,000	\$ 110,000	\$ (110,000)		
06-51-55-59-950	06	Landfill	Bailer Rehabilitation/Replacement	Pending	\$ 400,000	\$ 400,000	\$ (400,000)		
	<b>06 Total</b>				<b>\$ 23,808.59</b>	<b>\$ 606,000</b>	<b>\$ (582,191)</b>		
07-52-58-59-921	07	Sewer	Lift Station C APU Upgrade	Pending	\$ 65,000	\$ 65,000	\$ (65,000)	Y	
07-52-58-59-921	07	Sewer	By-Pass Pump	Pending	\$ 100,000	\$ 100,000	\$ (100,000)		
	<b>07 Total</b>				<b>\$ -</b>	<b>\$ 165,000</b>	<b>\$ (165,000)</b>		
08-52-51-55-941	08	Water	Chlorine Tanks Replacement	Pending	\$ 40,000	\$ 40,000	\$ (40,000)	Y	
08-52-51-55-941	08	Water	Filter Media/Valve Replacement	Pending	\$ 59,524.24	\$ 200,000	\$ (140,476)	Y	
08-52-52-55-911	08	Water	Laramie - 1st to 4th Water Main Upgrade	Pending	\$ 170,000	\$ 170,000	\$ (170,000)		
08-52-52-59-915	08	Water	12th and Missouri Well/Treatment Plant	Pending	\$ 200,000	\$ 200,000	\$ (200,000)		
08-52-52-59-950	08	Water	John Deere Backhoe - Unit W2	Completed	\$ 124,120.00	\$ -	\$ 124,120	Y	Res. 21-124
08-52-52-59-950	08	Water	Remote Water Meter Reading System	In Progress	\$ 400,000	\$ 400,000	\$ (400,000)	Y	Res. 20-84
	<b>08 Total</b>				<b>\$ 183,644.24</b>	<b>\$ 1,010,000</b>	<b>\$ (826,356)</b>		
21-71-75-59-950	21	Golf	Range Picker Cart with Cage	Deferred	\$ -	\$ 15,000	\$ (15,000)		
21-71-75-59-950	21	Golf	Work Cart	Pending	\$ 22,000	\$ 22,000	\$ (22,000)		
21-71-75-59-950	21	Golf	Greens Mower	Completed	\$ 29,750.00	\$ 34,000	\$ (4,250)		

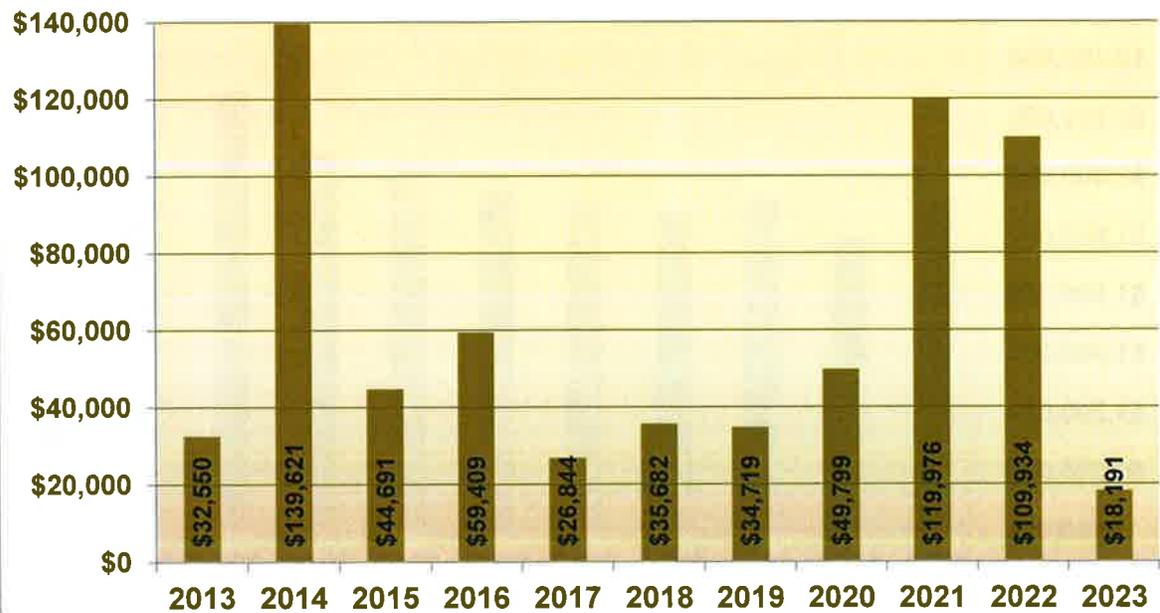
**City of Alliance  
Capital Progress Report  
Fiscal Year 2022-23 Q1**

G/L Acct	Fund	Department	Project	Status	Expended	Approved	Over (Under)	CF	Comments
21-71-75-59-951	21	Golf	Finishing Mower	Completed	\$ 25,713.00	\$ -	\$ 25,713	Y?	
21-71-75-59-970	21	Golf	Practice Bunker	Completed	\$ -	\$ 7,000	\$ (7,000)		
<b>21 Total</b>					<b>\$ 55,463.00</b>	<b>\$ 78,000</b>	<b>\$ (22,537)</b>		
22-41-43-56-911	22	Airport	Apron and Taxiway Rehabilitation	In Progress	\$ 1,469,962.20	\$ 4,950,000	\$ (3,480,038)	Y	Res. 22-07; 22-25
22-41-43-59-915	22	Airport	Warehouse Beam Replacements	Pending	\$ -	\$ 16,000	\$ (16,000)		
22-41-43-59-970	22	Airport	Hangar Automatic Gate	Pending	\$ -	\$ 17,000	\$ (17,000)		
<b>22 Total</b>					<b>\$ 1,469,962.20</b>	<b>\$ 4,983,000</b>	<b>\$ (3,513,038)</b>		
23-72-71-59-950	23	Public Transit	Dispatching System Equipment	Completed	\$ 25,681.83	\$ 46,000	\$ (20,318)	Y	Res. 22-43
<b>23 Total</b>					<b>\$ 25,681.83</b>	<b>\$ 46,000</b>	<b>\$ (20,318)</b>		
24-41-41-51-930	24	Streets	Six Year Asphalt Projects	In Progress	\$ 57,413.20	\$ 1,909,000	\$ (1,851,587)		Res. 23-04
24-41-41-51-930	24	Streets	Oloee Road Joint Asphalt Project	Completed	\$ 34,381.80	\$ -	\$ 34,382	Y	Res. 22-19
24-41-41-51-937	24	Streets	Bike Paths/Sidewalks/Crossing Lights	Pending	\$ -	\$ 200,000	\$ (200,000)		
24-41-41-59-950	24	Streets	Hammer Drill	Pending	\$ -	\$ 11,000	\$ (11,000)		
24-41-41-59-971	24	Streets	Crossing Walk Lights	Pending	\$ -	\$ 50,000	\$ (50,000)		
<b>24 Total</b>					<b>\$ 91,795.00</b>	<b>\$ 2,170,000</b>	<b>\$ (2,078,205)</b>		
41-31-32-59-915	41	Police Administration	Public Safety Facility Planning Phase	Pending	\$ -	\$ 50,000	\$ (50,000)	Y	
41-41-46-59-915	41	Municipal Hall	Municipal Hall Renovation	In Progress	\$ 26,384.63	\$ 350,000	\$ (323,615)		Res. 22-62
41-41-46-59-915	41	Administration	WNCC Training Center	Pending	\$ -	\$ 1,200,000	\$ (1,200,000)		
41-71-71-59-915	41	Parks	Bower Park Improvements	Pending	\$ -	\$ 200,000	\$ (200,000)		
41-71-71-59-970	41	Parks	Basketball/Tennis Development	In Progress	\$ -	\$ 400,000	\$ (400,000)		Res. 22-63
<b>41 Total</b>					<b>\$ 26,384.63</b>	<b>\$ 2,200,000</b>	<b>\$ (2,173,615)</b>		
51-17-17-59-940	51	GIS	Plotter/Scanner	Pending	\$ -	\$ 18,000	\$ (18,000)	Y	
51-17-17-59-940	51	MIS	City-Wide Telephone System	Pending	\$ -	\$ 45,000	\$ (45,000)		
51-17-17-59-941	51	MIS	Annual Computer Upgrades	In Progress	\$ 9,604.65	\$ 12,000	\$ (2,395)		
51-17-17-59-942	51	MIS	Network Hardware Upgrades	Pending	\$ -	\$ 54,600	\$ (54,600)		
51-21-21-59-950	51	Accounting	Air Conditioner or Heat Pump	Pending	\$ -	\$ 5,000	\$ (5,000)	Y	
<b>51 Total</b>					<b>\$ 9,604.65</b>	<b>\$ 134,600</b>	<b>\$ (124,995)</b>		
55-21-23-59-940	55	Utility Billing	Bill Payment Kiosk	Pending	\$ -	\$ 50,000	\$ (50,000)		
55-51-56-59-950	55	Warehouse	Forklift	Pending	\$ -	\$ 20,000	\$ (20,000)		
<b>55 Total</b>					<b>\$ -</b>	<b>\$ 70,000</b>	<b>\$ (70,000)</b>		
XX-XX-XX-59-915	Storm	Various	Storm Repair Projects From 2020-21 Storms	In Progress	\$ 501,206.88	\$ 2,347,700	\$ (1,846,493)	Y	Res. 22-53; 22-84
<b>Storm Total</b>					<b>\$ 501,206.88</b>	<b>\$ 2,347,700</b>	<b>\$ (1,846,493)</b>		
<b>Grand Total</b>					<b>\$ 3,120,239.71</b>	<b>\$ 21,737,100</b>	<b>\$ (18,616,860)</b>		

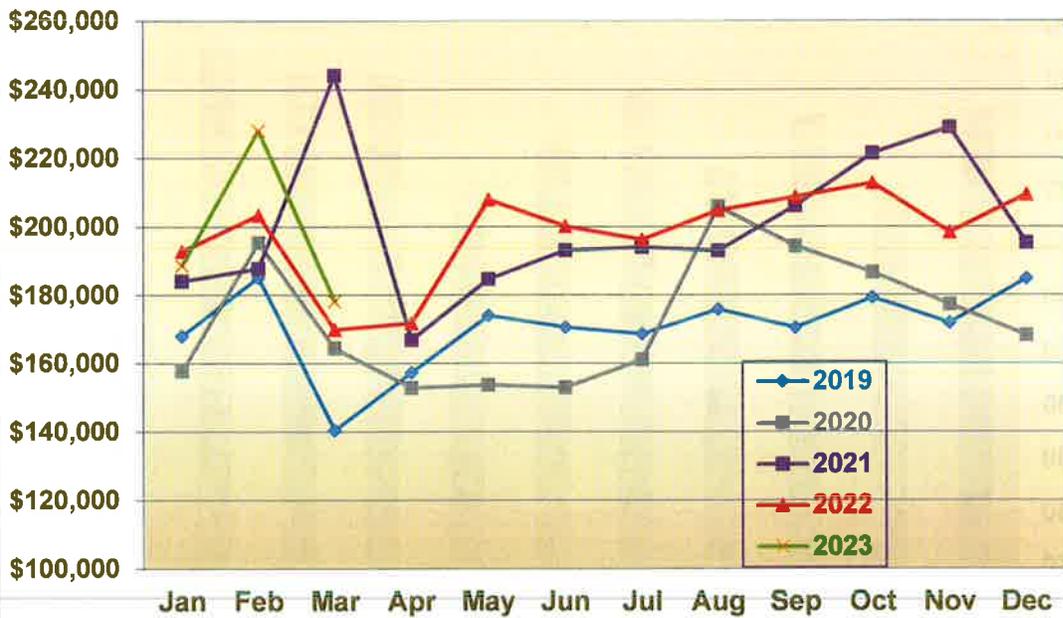
### Net Ambulance Fees (FY)



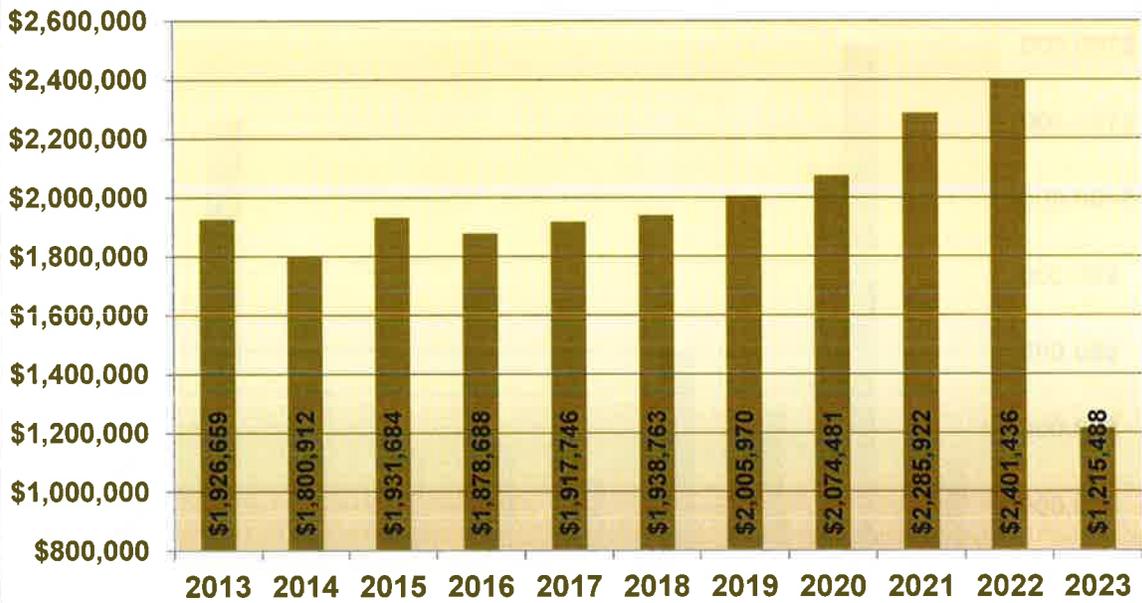
### Annual Building Permit Sales (FY)



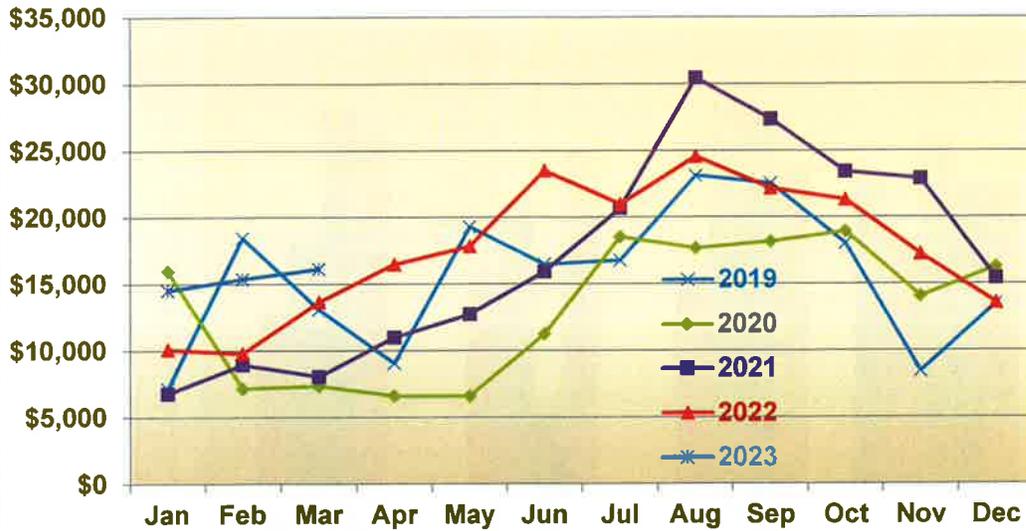
### Monthly Sales Tax Receipts (CY)



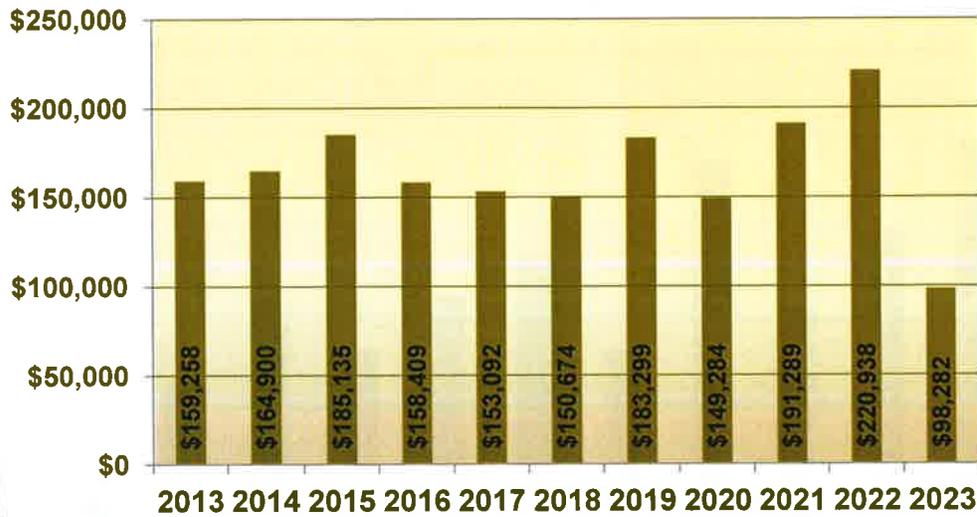
### Annual City Sales Taxes (FY)



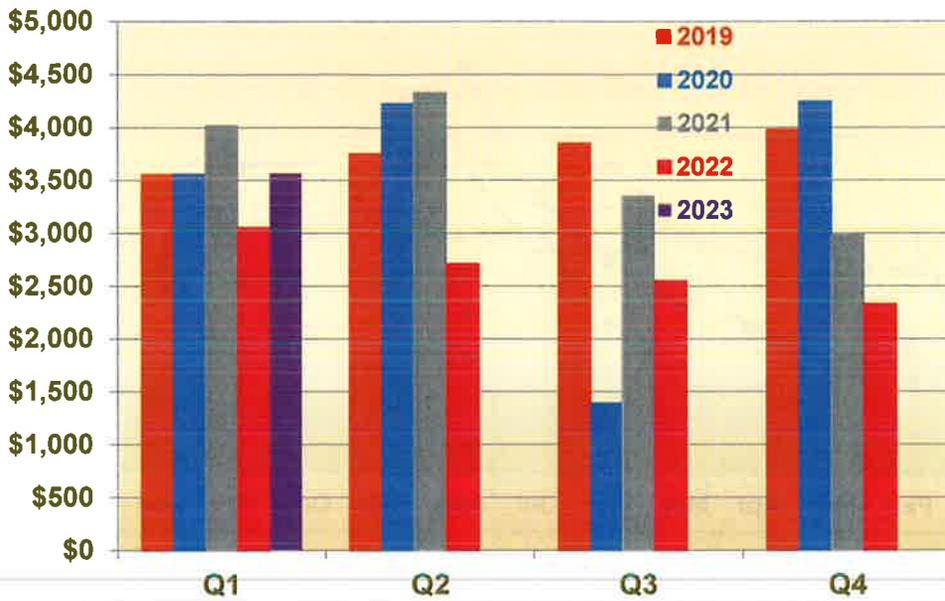
### Hotel Occupation Taxes (CY)



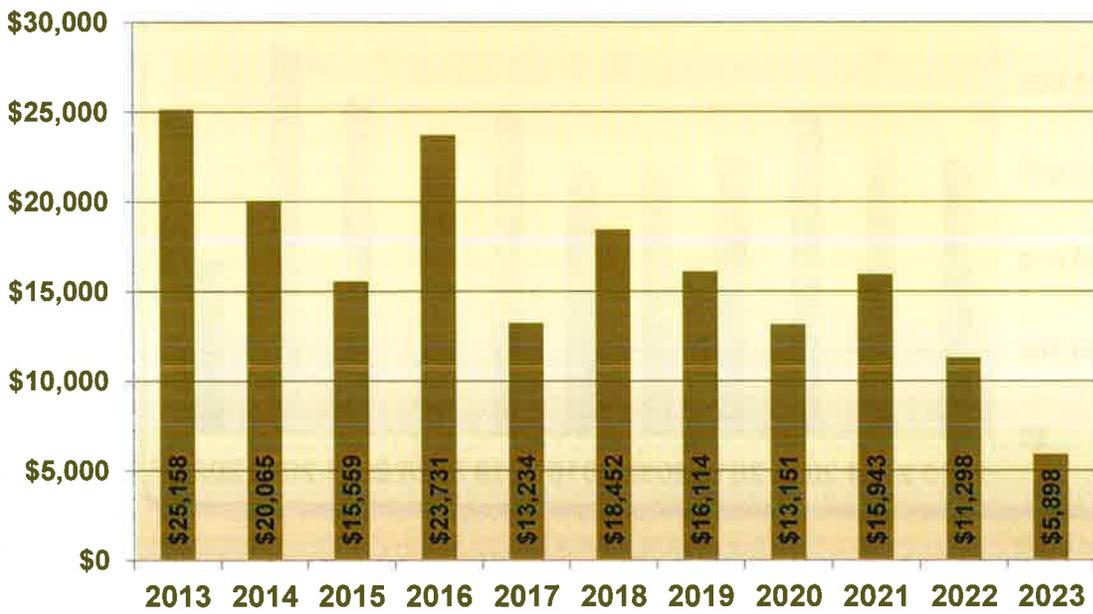
### Hotel Occupation Taxes (FY)



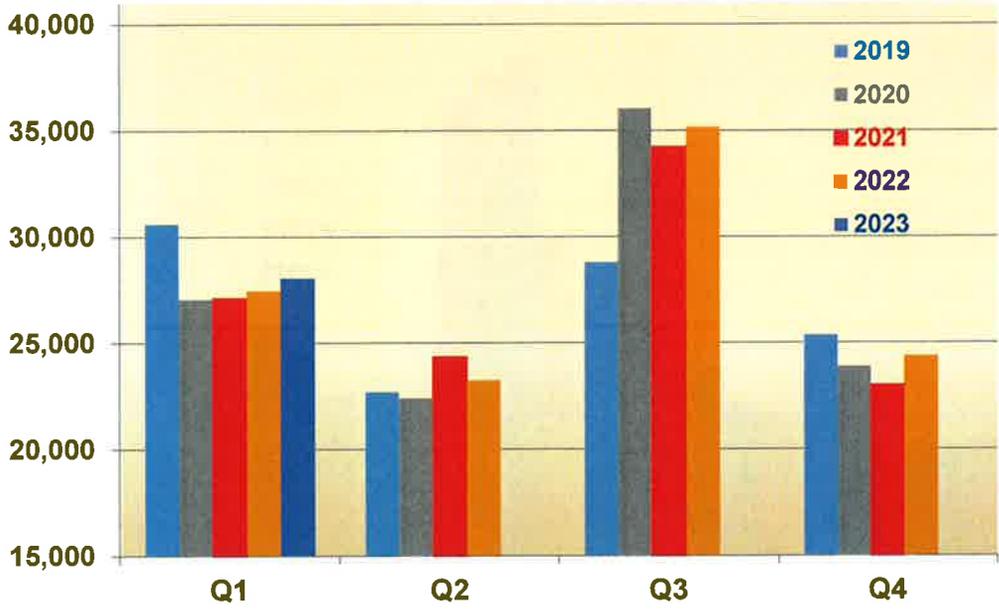
### Quarterly Keno Revenue



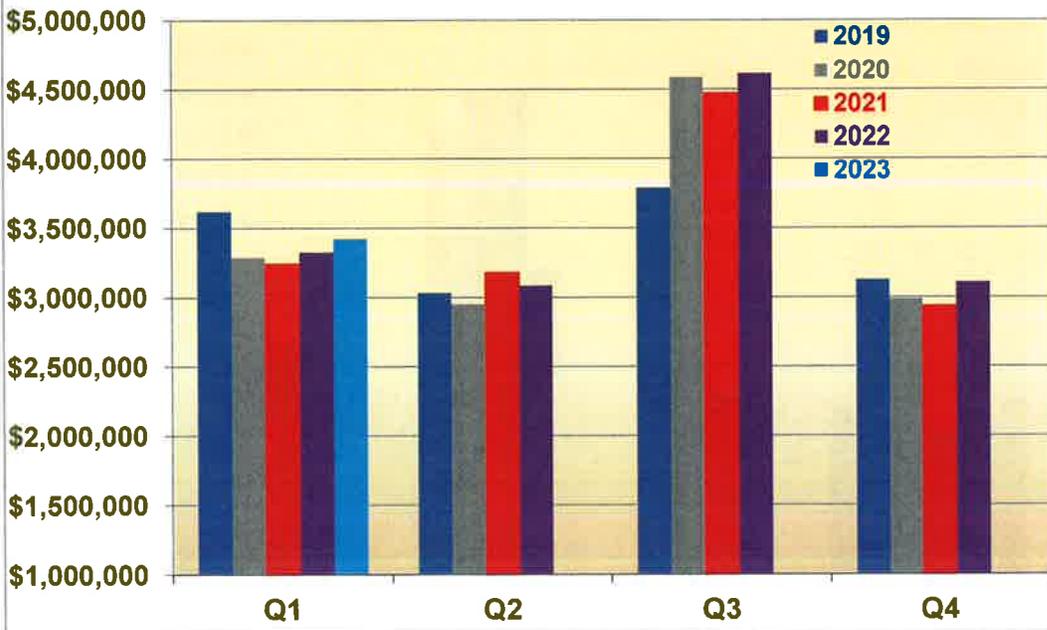
### Keno Revenue (FY)

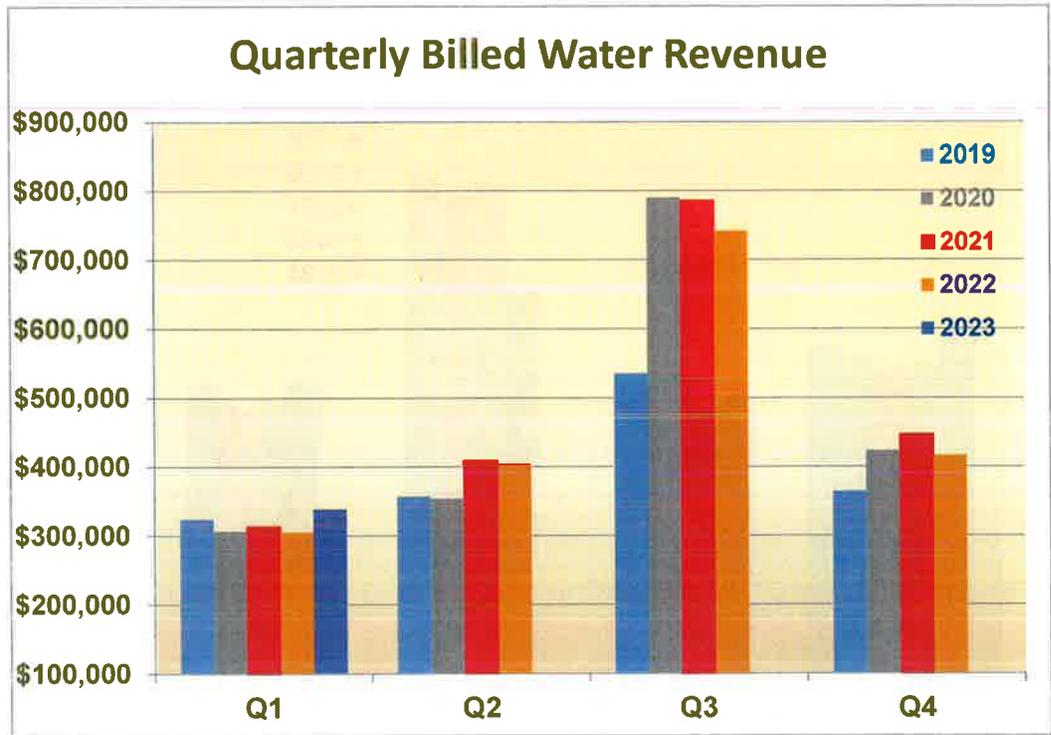
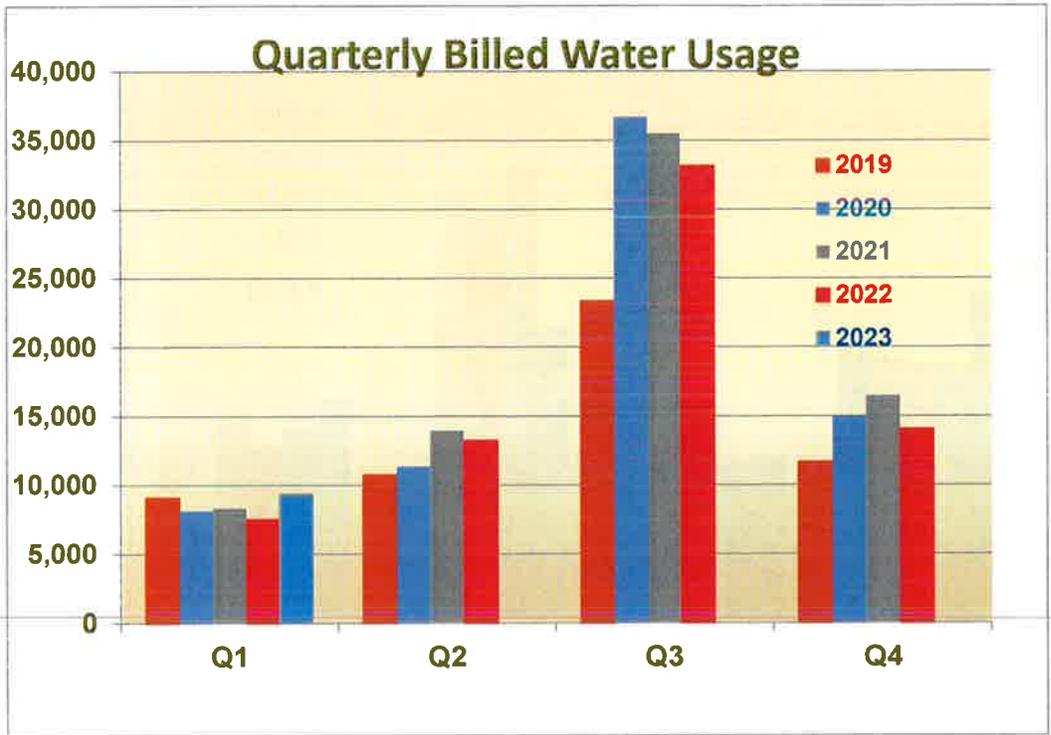


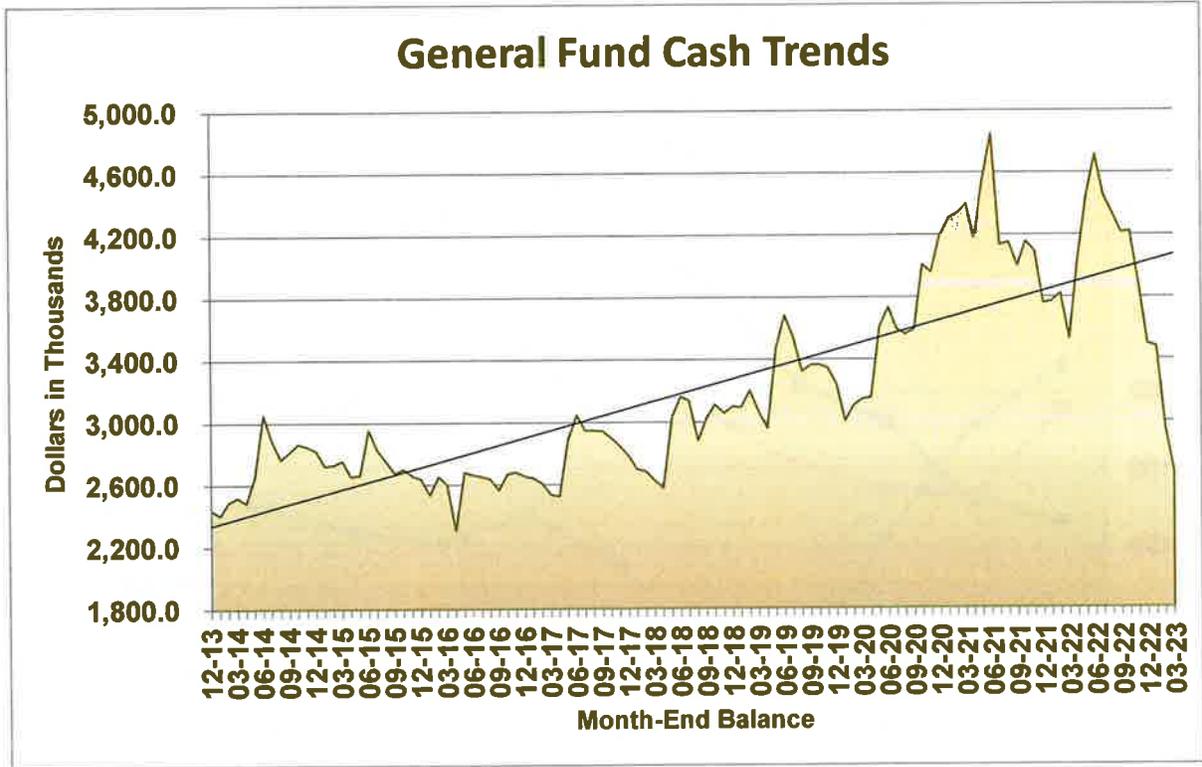
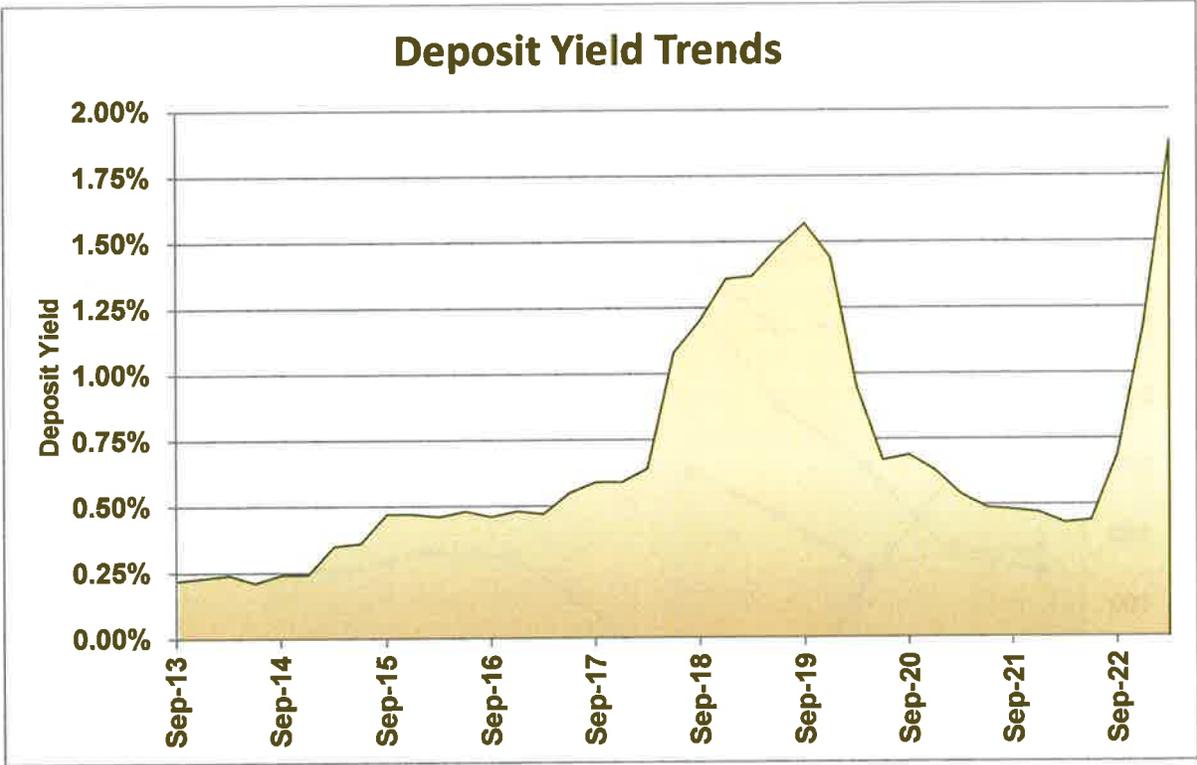
### Quarterly Billed Electric Usage



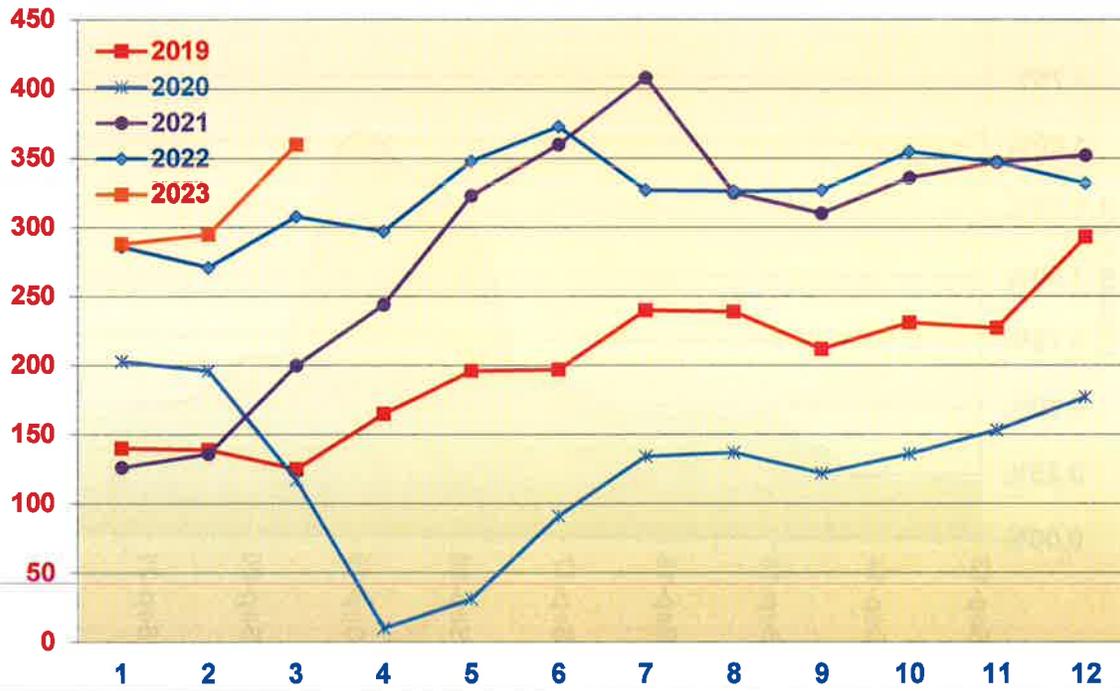
### Quarterly Billed Electric Revenue







### Monthly Airport Enplanes (CY)



### Monthly Airport Deplanes (CY)

