

# Council Meetings

## March 5, 2024 City Council Meeting

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Building the Best Hometown in America®

ALLIANCE, NEBRASKA  
CITY COUNCIL MEETING  
Alliance Learning Center  
1750 Sweetwater Avenue  
March 05, 2024 – 7:00 p.m.  
AGENDA

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

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

**A. Consent Calendar**

Approval of Minutes, Council Proceedings, Payroll and Claims  
AVFD Roster Update  
Acceptance of First Quarter Financial Report  
Resolution No. 24-15 – Acceptance of Andersen Resignation  
Resolution No. 24-16 – WAPA Agreement Update  
Resolution No. 24-17 – Airport Tractor Purchase  
Resolution No. 24-18 – Electric Truck 414 Replacement  
Resolution No. 24-19 – Electric Truck 406 Replacement  
Resolution No. 24-20 – SaaS Agreement Update for AMI Electric Meter Reading

**B. Certificate of Appreciation – Mara Andersen**

**C. Ordinance No. 2974 - Third Reading - Municipal Code Amendment**

Ordinance No. 2974 is before City Council on the third and final reading, which will approve the amendment to the City of Alliance Municipal Code Chapter 107, Article VII titled *Minor Subdivisions*.

**D. Public Hearing - Ordinance No. 2975 – Final Plat Hillcrest Addition**

Now is the date, time and place to conduct a public hearing on the Final Plat for Lot 9A, Hillcrest Addition, A Replat of Lot 9, Block 3, Hillcrest Addition, to the City of Alliance, and Unplatted Lands in the Southeast Quarter of Section 25, Township 25 North, Range 48 West of the 6th P.M., Box Butte County, Nebraska.

**Ordinance No. 2975 - Second Reading – Final Plat Hillcrest Addition**

Ordinance No. 2975 is before City Council on second reading, which will approve the Final Plat for Lot 9A, Hillcrest Addition, A Replat of Lot 9, Block 3, Hillcrest Addition, to the City of Alliance, and Unplatted Lands in the Southeast Quarter of Section 25, Township 25 North, Range 48 West of the 6th P.M., Box Butte County, Nebraska.

**E. Ordinance No. 2976 – MEAN Agreement**

Ordinance No. 2976 is before Council on first reading, which will accept and approve the agreement with the Municipal Energy Agency of Nebraska (Mean) for the adoption of Mean Schedule M Modernization Initiative. Staff is requesting that the second and third readings be waived.

**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. Agenda Request – Police Chief**

The City of Alliance received requests from Karen Trussel, Tamara Wood, Jeff Schneider, Tim Smith, Spencer Sanchez, and Joshua Trussel to speak before the Alliance City Council regarding the hiring of the Police Chief. Mayor Jones has set a 30-minute time limit for this item.

▪ **Motion to Adjourn**

Respectfully submitted,



Shelbi C. Pitt  
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

## CONSENT CALENDAR – March 5, 2024

1. Approval: Minutes of the Regular Meeting, February 20, 2024.
2. Approval: Payroll from February 23, 2024 in the total amount of \$252,286.75.
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; \$365,694.69.
4. Approval: Alliance Volunteer Fire Department Roster Update.
5. Approval: Acceptance of the Quarterly Financial Statement as presented by City Treasurer Baker on February 20, 2024.
6. Approval: Resolution No. 24-15 which will accept Councilman Andersen's Resignation and the vacancy is directed to be filled by appointment of the registered voter of the City until the next regular City election on November 5, 2024, and following the next regular City election by the successful candidate at such election, for the remainder of the term expiring December 1, 2026.
7. Approval: Resolution No. 24-16 which will authorize an agreement with the Western Area Power Administration to set forth the Scheduling Accounting, and Billing Procedures (SABP).
8. Approval: Resolution No. 24-17 which will authorize and approve the purchase of a New 2022 New Holland Workmaster 105 Tractor from Alliance Tractor & Implement Co. in the amount of \$67,966.00 for the Alliance Municipal Airport.
9. Approval: Resolution No. 24-18 which will authorize and approve the purchase of a 2024 Ford F-250 4x4 Extended Cab replacing Electrical Department 413 from Wolf Auto in the amount of \$57,481.98.
10. Approval: Resolution No. 24-19 which will authorize and approve the purchase of a 2023 Ford F-250 Diesel 4x4 Extended Cab replacing Electrical Department 406 from Wolf Auto in the amount of \$63,840.50.
11. Approval: Resolution No. 24-20 which will approve and amend the Master Agreement with Landis+Gyr Technology, Inc. to reflect only electric metering.

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.

February 20, 2024

**ALLIANCE CITY COUNCIL**

REGULAR MEETING, TUESDAY, FEBRUARY 20, 2024

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

The Alliance City Council met in a Regular Meeting, February 20, 2024 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 February 14, 2024. 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.

Mayor Jones opened the February 20, 2024 regular meeting of the Alliance, Nebraska City Council at 7:00 p.m. Present were Mayor Jones, Vice Mayor McGhehey and Council Members Mischnick, Andersen, and Mashburn. Also present were City Manager Sorensen, City Attorney Swanson and City Clerk Pitt.

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

**CONSENT CALENDAR – February 20, 2024**

1. Approval: Minutes of the Regular Meeting, February 6, 2024.
2. Approval: Payroll from February 9, 2024 in the total amount of \$1, 511,317.63.
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; \$348,968.87.

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4. Approval: Resolution No. 24-12 which will authorize the Mayor, Fire Chief and City Clerk to sign the interlocal agreement for the Scotts Bluff Mutual Aid Association, indicating the City of Alliance to participate in the Scotts Bluff Mutual Aid Association as set forth in said agreement.
5. Approval: Resolution No. 24-13 which will approve a General Election Ballot Request to the Box Butte County Clerk for an open seat on the City Council 2024 Election.

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.

Roll call vote with the following results:

Voting Aye: Jones, McGhehey, Mischnick, Andersen and Mashburn.

Voting Nay: None.

Motion carried.

- The second item on the agenda for Council was to proclaim for Chelsie Herian Day.

Chelsie Herian was in attendance to accept the proclamation for Chelsie Herian Day. Vice Mayor McGhehey read the following proclamation:

## PROCLAMATION

*WHEREAS*, Chelsie Herian has exemplified dedication and leadership throughout her fifteen years of service to the Box Butte Development Corporation (BBDC), commencing her tenure in February of 2009 and advancing to the role of Director in August of 2010; and,

*WHEREAS*, Chelsie Herian's visionary leadership has been instrumental in securing significant grants and fostering strategic partnerships that have propelled economic development and enhanced the quality of life for residents within the Alliance community; and,

*WHEREAS*, Chelsie Herian's efforts resulted in the successful acquisition of the Site & Building Development Fund Grant in 2012, enabling the purchase and preparation of the 40-acre Box Butte Industrial Site, which has since welcomed, among others, Nutrien Ag Solutions, thereby bolstering economic growth and job opportunities within the region; and,

*WHEREAS*, Chelsie Herian's commitment to educational outreach is commendable, having coordinated numerous Business & Industry Day tours for both Alliance and Hemingford High School students, as well as organizing Career Day events for Grandview 5th Graders, fostering career exploration and inspiring future generations; and,

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*WHEREAS*, Chelsie Herian's dedication to addressing critical community needs is evident in her successful advocacy for the 2023 Nebraska Rural Workforce Housing Fund Grant, which secured \$750,000 to address housing challenges, alongside the coordination of a \$30,000 Community For Kids grant to support childcare initiatives, thus enhancing the well-being of families throughout Box Butte County; and,

*WHEREAS*, Chelsie Herian's active involvement with Career Connections of Western Nebraska underscores her commitment to workforce development, as evidenced by her recent coordination of the Career Cab event in Chadron, providing invaluable opportunities for 262 sophomores from the area to explore diverse career pathways; and,

*WHEREAS*, Chelsie Herian's leadership extends beyond local initiatives, as demonstrated by her service on the Heartland Expressway Association board of directors and the Nebraska Economic Developers Association Board of Directors, where she served as Conference Chair for the past three years, fostering collaboration and advancing economic prosperity at the regional and state levels;

*NOW, THEREFORE*, I, Earl Jones, Mayor of the City Council of Alliance, Nebraska, do hereby proclaim Saturday, February 24, 2024, as:

## **Chelsie Herian Day**

in recognition of her outstanding contributions, leadership, and dedication to the Box Butte Development Corporation and the Alliance community.

I urge all citizens to join me in expressing our deepest gratitude and appreciation to Chelsie Herian for her invaluable service and wish her continued success and fulfillment in all her future endeavors.

*IN WITNESS WHEREOF*, I have hereunto set my hand and caused the Great Seal of the City of Alliance to be affixed on this 20<sup>th</sup> day of February in the year of the Lord Two Thousand Twenty-Four.

- The next item on the agenda Council held a Public Hearing on the second reading of Ordinance No. 2974 which will approve and accept the amendment to the City of Alliance Municipal Code Chapter 107, Article VII titled *Minor Subdivisions*. The following information was provided:

### **[ORDINANCE – AMENDMENT TO CHAPTER 107, ARTICLE VII OF THE ALLIANCE MUNICIPAL CODE**

City staff is proposing an amendment to Chapter 107 of the Alliance Municipal Code adding provisions for Minor Subdivisions. A Minor Subdivision is a small subdivision that may include lands previously platted as part of a subdivision and/or unplatted lands that have not been part of a subdivision. This amendment would add provisions for the approval of a Final Plat by the City Council without first approving a Preliminary Plat and it renumbers subsequent articles to reflect the code addition. The proposed code sets minimum requirements for subdivisions in order to qualify for this expedited process. Generally the process is limited to smaller subdivisions of

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land where impact of the plat is small but it doesn't meet the requirements for an administrative replat. An administrative replat is a replat of lands that have already been a part of a city subdivision and may be approved by the City Manager i.e. combining two existing lots to make one large lot.

An alternative would be to leave the code as-is and require applicants of small subdivisions to submit preliminary and final plats.

The City of Alliance Planning Commission met at their regular meeting on January 9, 2024, and held a Public Hearing for the proposed code amendment. The Planning Commission then voted to recommend the City Council approve the code amendment, after making the following findings of facts:

1. The code amendment has been reviewed by legal and meets the minimum requirements of State Law.
2. The Code would reduce the time of approval by approximately two months on subdivision that meet the requirements of the proposed code.

**STAFF RECOMMENDATION: THE CITY COUNCIL APPROVE THE ORDINANCE AMENDING CHAPTER 107, ARTICLE VII, TITLED MINOR SUBDIVISIONS AND RENAMING SUBSEQUENT ARTICLES.]**

Mayor Jones stated "now is the date, time and place to conduct a Public Hearing to support, opposition, criticism, suggestions or observations of the taxpayers relating to Ordinance No. 2974 and opened the public hearing at 7:07 p.m.

Mayor Jones invited anyone in the public to speak on behalf or against the proposed amendment to the City of Alliance Municipal Code Chapter 107, Article VII titled *Minor Subdivisions*.

Brent Kusek, Community Development Director, stated that this amendment will help cut down the process time for these Minor Subdivisions.

With no further testimony offered, Mayor Jones closed the Public Hearing at 7:09 p.m.

A motion was made by Mayor Jones, seconded by Andersen to approve the second reading of Ordinance No. 2974. Which follows in its entirety:

**ORDINANCE NO. 2974**

**AN ORDINANCE OF THE CITY OF ALLIANCE, NEBRASKA AMENDING CHAPTER 107 OF THE ALLIANCE MUNICIPAL CODE BY ADDING A NEW ARTICLE ALLOWING FOR MINOR SUBDIVISIONS, RENUMBERING SUBSEQUENT**

**ARTICLES IN CHAPTER 107 TO REFLECT THE ADDITION OF THE NEW ARTICLE ALLOWING FOR MINOR SUBDIVISIONS, BUT NOT OTHERWISE REVISING OR AMENDING SUBSEQUENT ARTICLES, PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.**

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

Section 1. Chapter 107 of the Alliance Municipal Code is amended to read as follows:

**“ARTICLE VII. – MINOR SUBDIVISIONS**

Sec. 107-110. - Limitations. The minor subdivision process bypasses the preliminary platting requirement for smaller subdivisions of land and may only be used when a proposed subdivision meets all of the following criteria:

- (a) The subdivision does not create more than four new lots from any parcel, tract, or lot;
- (b) The subdivision is served by existing streets and utilities; or, if street or utility extensions are necessary, they must be less than 200 linear feet and the City must be in receipt of the same installation guarantees as required in Articles III and IV of this chapter;
- (c) Each lot created must conform fully to all requirements of the zoning district that pertains to the lots and each lot is developable;
- (d) No part of the proposed subdivision has been subject to the administrative or minor subdivision approval process;
- (e) The subdivision is no larger than 2 acres in size;
- (f) The applicant will not be permitted to piecemeal multiple minor subdivisions into a subdivision or addition that would otherwise not meet the requirements and intent of this code. Such subdivisions will be required to follow the preliminary and final platting process.

Sec. 107-111. – Process.

- (a) Staff Review. Within five working days of receipt of the plat, the City Manager or designee shall distribute copies of said plat to the city manager, city attorney, community development department, public works superintendent, electric department superintendent, and any other agency as required by state law. Each department may submit to the City Manager or designee, written reports of its findings and recommendations; such written reports shall be forwarded to the planning commission and city council with the minor subdivision plat. If no reply is received, said plat shall be deemed approved by the respective department.

- (b) Planning Commission. The city manager or designee shall submit the plat to the planning commission for a public hearing, review, and recommendation. In approving or disapproving the plat, the planning commission shall give due attention to the public hearing, reports prepared by staff, compliance with this code, and the City of Alliance Comprehensive Plan.
- (c) City Council. After a public hearing and recommendation by the planning commission, the city manager or designee shall submit the plat to the city council for a public hearing. The council may specify changes or modifications therein which it deems necessary and may make its approval subject to such alterations. In case of planning commission's disapproval, the subdivider may, on appeal, present the final plat to the council and seek approval. Upon approval by the council by ordinance duly passed, such approval shall be endorsed on the Mylar copy under the hand of the mayor and city clerk.

Sec. 107-112. – Plat Requirements.

The plat shall be prepared in the same manner as a final plat excepting parts I, J, and K.

Sec. 107-113. – Filing

The city clerk shall record the plat in the office of the Box Butte County Clerk within 30 days of its final approval by the city council.”

Section 2. Chapter 107 of the Alliance Municipal Code is renumbered as follows:

“ARTICLE VIII. – PLAT VACATION [2]” This Article is only renumbered and is not otherwise revised or amended.

Section 3. Chapter 107 of the Alliance Municipal Code is renumbered as follows:

“ARTICLE IX. – SUBDIVISION DESIGN REQUIREMENTS” This article is only renumbered and is not otherwise revised or amended.

Section 4. Chapter 107 of the Alliance Municipal Code is renumbered as follows:

“ARTICLE X. – INFRASTRUCTURE REQUIREMENTS” This Article is only renumbered and is not otherwise revised or amended.

Section 5. Prior Chapter 107 is now amended and included in the Alliance Municipal Code and all other ordinances and parts of ordinances in conflict herewith are repealed. Provided, however, this Ordinance shall not be construed to affect any rights, liabilities, duties or causes of action either criminal or civil, existing or actions pending at the time when this Ordinance becomes effective.

Section 6. This Ordinance shall become effective upon its passage, approval as provided by law, and publication shall be in pamphlet form.

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Roll call vote with the following results:

Voting Aye: Jones, McGhehey, Mischnick, Andersen and Mashburn.

Voting Nay: None.

Motion carried.

- Next for Council on the agenda was the first reading of Ordinance No. 2975, which will approve the Final Plat for Lot 9A, Hillcrest Addition, A Replat of Lot 9, Block 3, Hillcrest Addition, to the City of Alliance, and Unplatted Lands in the Southeast Quarter of Section 25, Township 25 North, Range 48 West of the 6th P.M., Box Butte County Nebraska. The following information was provided:

**[ORDINANCE – FINAL PLAT OF LOT 9A, BLOCK 3, HILLCREST ADDITION TO THE CITY OF ALLIANCE.**

The City of Alliance is in receipt of a Final Plat application for the subdivision of Lot 9A, Block 3, Hillcrest Addition to the City of Alliance and Unplatted Lands in the Southeast Quarter of Section 25, Township 25 North, Range 48 West of the 6<sup>th</sup> Principal Meridian, Box Butte County, Nebraska.

The proposed plat is located at 1447 Duncan Avenue. The parcel is zoned R-1, Single Family Residential. It is adjacent to R-3, Multifamily Residential zoning to the north, R-1, Single Family Residential Zoning to the east, south, and west.

The proposed lot is currently a single family residence. The lot is bordered by single family houses to the west, east and south, and multifamily housing to the north. The proposed lot is 11,852 acres in size. It meets the minimum lot size requirement for R-1 zoning which is 7000ft<sup>2</sup>. The plat does not create any rights of way or utility easements. All utilities for Hillcrest Addition are in place.

The City of Alliance Planning Commission met at its regular meeting on January 9, 2024 and found that the Final Plat was consistent with the goals in the Comprehensive Plan and met the minimum requirements of Municipal Code. They voted yes on a recommendation to the Alliance City Council for the approval of the Final Plat for the subdivision of Lot 9A, Block 3, Hillcrest Addition to the City of Alliance and Unplatted Lands in the Southeast Quarter of Section 25, Township 25 North, Range 48 West of the 6th Principal Meridian, Box Butte County, Nebraska, after making the following findings of fact:

-According to the Comprehensive Plan, this neighborhood is primarily

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residential and this plat contributes to that designation by enlarging a residential lot and does not detract from it.

-The proposed lot makes the existing house less non-conforming by moving the north property line farther north.

-All public utilities are already installed.

-All rights of way servicing the property are already dedicated to the City.

**RECOMMENDATION: THE APPROVAL OF THE FINAL PLAT OF LOT 9A, BLOCK 3, HILLCREST ADDITION TO THE CITY OF ALLIANCE AND UNPLATTED LANDS IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 25 NORTH, RANGE 48 WEST OF THE 6TH PRINCIPAL MERIDIAN, BOX BUTTE COUNTY, NEBRASKA.]**

A motion was made by Councilman Andersen, seconded by McGhehey to approve the first reading of Ordinance No. 2975. Which follows in its entirety:

**ORDINANCE NO. 2975**

**AN ORDINANCE APPROVING THE FINAL PLAT OF LOT 9A, BLOCK 3, HILLCREST ADDITION TO THE CITY OF ALLIANCE, BOX BUTTE COUNTY, NEBRASKA, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 25 NORTH, RANGE 48 WEST OF THE 6<sup>TH</sup> P.M., BOX BUTTE COUNTY, NEBRASKA, REPEALING PRIOR SECTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

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

SECTION 1. The City of Alliance has received the application for approval of the Final Plat of a tract of land Situated in the Southeast Quarter of Section 25, Township 25 North, Range 48 West of the 6<sup>th</sup> P.M., Box Butte County, Nebraska.

SECTION 2. The Planning Commission held a public hearing January 9, 2024, and has recommended the approval of the Final Plat of Lot 9A, Block 3, Hillcrest Addition to the City of Alliance, Box Butte County, Nebraska, Situated in the Southeast Quarter of Section 25, Township 25 North, Range 48 West of the 6<sup>th</sup> P.M., Box Butte County, Nebraska.

SECTION 3. The City Council finds that the Final Plat contains the information required by Article 5 of the city of Alliance Municipal Code.

SECTION 4. The Final Plat of Lot 9A, Block 3, Hillcrest Addition to the City of Alliance, Box Butte County, Nebraska, Situated in the Southeast Quarter of Section 25, Township 25 North, Range 48 West of the 6<sup>th</sup> P.M., Box Butte County, Nebraska is hereby approved by the City of Alliance and shall be filed with the County Clerk as provided by City Code and State law within 30 days of this approval. The plat map which has been prepared is a

part of these proceedings and is attached hereto and is incorporated herein and made a part hereof by reference.

SECTION 5. All ordinances, parts of ordinances, resolutions, and policies of the City of Alliance in conflict with this Ordinance are repealed.

SECTION 6. This Ordinance shall be in full force and effect from and after its approval, passage, and publication according to law.

Voting Aye: Jones, McGhehey, Mischnick, Andersen and Mashburn.

Voting Nay: None.

Motion carried.

- Next item on the agenda for Council was Resolution 24-14 which will accept and approve the application to the Federal Aviation Administration for the seal coat project of Runway 12/30 and Runway 8/26 for the Alliance Municipal Airport. The following was provided:

**[RESOLUTION – RUNWAY 12/30 & RUNWAY 8/26 SEAL COAT PROJECT  
AGENCY AGREEMENT, GRANT DOCUMENTS AND FEDERAL  
CERTIFICATIONS.**

The Alliance Municipal Airport has included on its Capital Improvement Program through the Federal Aviation Administration (FAA) a project to seal coat Runway 12/30 and Runway 8/26.

The proposed project will consist of removing existing pavement markings, sealing cracks in the existing asphalt pavement surface, applying a rejuvenation sealer on the existing bituminous surface, and applying new pavement markings on the runways. Seal coats are a part of the required maintenance plan to maintain the airport surfaces.

Following are items that need to be approved before City of Alliance can accept a grant for the project:

1. Agency Agreement with Department of Transportation, Aeronautics Division. State law requires that the City have an Agency Agreement completed to allow the Nebraska Department of Transportation, Aeronautics Division to act as the Airport's agent for these funds.
2. Grant Application. The grant application is the airport's final notice to the FAA that they will proceed with the project. The all-inclusive cost of this project will not be known until the bidding process is completed, however the estimate for this project is \$1,055,530 with the FAA participating at the current funding levels

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of 90% and the City of Alliance providing the 10% match. The formal application must be completed before a grant can be issued.

This is the final step in proceeding with the project. City Council approved Airport Engineer Selection on December 15, 2020 and the consultant agreement for this specific project on October 3, 2023.

**RECOMMENDATION – APPROVE RESOLUTION TO AUTHORIZE THE MAYOR TO :**

- 1. SIGN THE AGENCY AGREEMENT WITH THE NEBRASKA DEPARTMENT OF TRANSPORTATION, AERONAUTICS DIVISION.**
- 2. TO SIGN AND SUBMIT THE APPLICATION FOR FEDERAL ASSISTANCE, ANY FEDERAL CERTIFICATIONS, AND ELECTRONICALLY SIGN THE ACTUAL GRANT DOCUMENTS ONCE RECEIVED.]**

A motion was made by Councilman Mischnick, seconded by Andersen to approve the Resolution No. 24-14 which follows in its entirety:

RESOLUTION NO. 24-14

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

*WHEREAS*, The City of Alliance is eligible to receive grant funding for the development of the airport, identified as, Grant Project No. 3-31-0003-027-2024; and

*WHEREAS*, The City finds it is in the City's best interest to submit a grant application for the rehabilitation of taxiways and apron at the Alliance Municipal Airport; and

*WHEREAS*, State law requires that the City have an Agency Agreement established for these funds; and

*WHEREAS*, The City Council finds it is in the City's best interest to have the Nebraska Department of Transportation –Division of Aeronautics to act as the agent for City of Alliance Municipal Airport for Grant Project No. 3-31-0003-027-2024; and

*WHEREAS*, The Nebraska Department of Transportation –Division of Aeronautics has provided the City with an Agency Agreement for execution.

*NOW, THEREFORE, BE IT RESOLVED* by the Mayor and Council of the City of Alliance, Nebraska, that the City of Alliance submit a grant application to obtain assistance for the rehabilitation of taxiways and apron at the Alliance Municipal Airport, identified as Grant Project No. 3-31-0003-027-2024.

*BE IT FURTHER RESOLVED* by the Mayor and Council of the City of Alliance, Nebraska, that the City of Alliance shall enter into an Agency Agreement with the Nebraska

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Department of Transportation --Division of Aeronautics for Grant Project No. 3-31-0003-027-2024 and that such an Agreement is attached hereto and incorporated herein by this reference.

*BE IT FURTHER RESOLVED*, The Mayor is authorized to sign all documents associated with the grant application and acceptance of the grant funding.

*BE IT FURTHER RESOLVED* that the Mayor of the City of Alliance is hereby authorized and directed to execute said Agency Agreement on behalf of the City of Alliance and the City Clerk is hereby authorized to attest said execution.

*BE IT FURTHER RESOLVED* that said Agreement, referred to herein, is inserted in full and attached herewith and made a part hereof as Exhibit "O".

Voting Aye: Jones, McGhehey, Mischnick, Andersen and Mashburn.

Voting Nay: None.

Motion carried.

- The last item on the agenda was the presentation and acceptance the Quarterly Financial Statement.

City Treasurer Baker presented and reviewed the Quarterly Financial Report.

The Alliance City Council adjourned the February 20, 2024 City Council Meeting at 7:26 p.m.

(SEAL)

---

Earl Jones, Mayor

---

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, February 20, 2024 at 7:00 p.m. Present were Council Members Jones, McGhehey, Mischnick, 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 the day of February 24, 2024 Chelsie Herian Day.
3. Conducted a Public Hearing on approving and accepting the amendments to the City of Alliance Municipal Code Chapter 107, Article VII titled *Minor Subdivisions*. Following the Public Hearing, Council approved the second reading of Ordinance No. 2974. Ayes: All. Motion carried.
4. Passed the first reading of Ordinance No. 2975, which will approve the Final Plat for Lot 9A, Hillcrest Addition, A Replat of Lot 9, Block 3, Hillcrest Addition, to the City of Alliance, and Unplatted Lands in the Southeast Quarter of Section 25, Township 25 North, Range 48 West of the 6<sup>th</sup> P.M., Box Butte County Nebraska. Ayes: All. Motion carried.
5. Accepted and approved the application to Federal Aviation Administration for the seal coat project of Runway 12/30 and Runway 8/26 for the Alliance Municipal Airport. Ayes: All. Motion carried.
6. Quarterly Financial Statement as presented by City Treasurer Baker.

Meeting adjourned at 7:26 p.m.

(SEAL)

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Earl Jones, Mayor

Attest:

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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.

PAYROLL COSTS TO BE REPORTED TO COUNCIL

PAY DATE: **2/23/2024**

**GROSS PAYROLL**

\$ 219,831.06

(GET FROM SINGLE LINE SUMMARY REPORT)

EMPLOYER COSTS

(GET FROM BENEFITS REGISTER REPORT)

FICA	\$ 17,206.54	
MEDICARE	\$ 3,214.97	
POLICE PENSION - PRINCIPAL	\$ 1,552.82	
FIRE PENSION - PRINCIPAL	\$ 2,045.26	
GENERAL PENSION - PRINCIPAL	\$ 8,108.22	
MISSION SQUARE PENSION	\$ 327.88	
H S A SANDHILLS STATE BANK	\$ 0.00	
HEALTH/LIFE INSURANCE - HEALTH FUND	\$ 0.00	
TOTAL BENEFITS		\$ 32,455.69

**TOTAL PAYROLL COSTS**

**\$ 252,286.75**

CITY CLERK - SHELBI PITT

Report Criteria:

Invoices with totals above \$0 included.  
 Paid and unpaid invoices included.  
 [Report].Invoice Number = {NOT LIKE} "1249383" {AND} {NOT LIKE} "1250977"  
 [Report].Invoice Number = {OR} {IS NULL}

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	GENERAL 1/24	02/16/2024	18.03	02/16/2024
<b>01-0000-23321 Sales Tax Payable</b>	General Fund				
NE DEPT OF REVENUE - SALES	SALES & USE TAX - CARHENGE	CARHENGE 1/	02/16/2024	1.49	02/16/2024
Total :				19.52	
Total :				19.52	
<b>01-10-10-44-421 Membership Dues</b>	General Fund	City Council	City Council		
PANHANDLE AREA DEVELOPMENT	MEMBERSHIP DUES	150691	07/15/2023	6,581.30	02/15/2024
Total City Council:				6,581.30	
Total City Council:				6,581.30	
<b>01-11-11-44-431 Legal, Public Notices</b>	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	NOTICE OF MEETING	150698	02/14/2024	10.96	
<b>01-11-11-44-431 Legal, Public Notices</b>	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	NOTICE OF MEETING	150699	02/14/2024	10.01	
<b>01-11-11-44-431 Legal, Public Notices</b>	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	Legal, Public Notices	150697	02/14/2024	41.30	
<b>01-11-11-44-431 Legal, Public Notices</b>	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	COUNCIL PROCEEDINGS	150700	02/14/2024	25.08	
<b>01-11-11-45-511 Office Supplies</b>	General Fund	City Administration	City Administration		
BERNIES ACE HARDWARE	BATTERIES	294502	02/15/2024	10.99	
<b>01-11-11-45-511 Office Supplies</b>	General Fund	City Administration	City Administration		
NEBRASKA TOTAL OFFICE	OFFICE SUPPLIES	0124486-002	02/15/2024	28.99	
<b>01-11-11-45-511 Office Supplies</b>	General Fund	City Administration	City Administration		
NEBRASKA TOTAL OFFICE	OFFICE SUPPLIES	0124486-001	02/13/2024	40.61	
Total City Administration:				167.94	
Total City Administration:				167.94	
<b>01-31-31-42-243 Employee Medical Services</b>	General Fund	Police Administration	Police Department		
BOX BUTTE GENERAL HOSPITAL	DRUG AND ALCOHOL TESTING	15 APD	05/19/2023	99.50	
<b>01-31-31-43-379 Other Contract Operating Svcs</b>	General Fund	Police Administration	Police Department		
HOLIDAY INN EXPRESS - ALLIANCE	ACCOMMODATION	28351	02/16/2024	214.00	
<b>01-31-31-44-444 Natural Gas</b>	General Fund	Police Administration	Police Department		
BLACK HILLS ENERGY	8845 9631 60	FEB - 24	02/27/2024	104.10	02/27/2024
Total Police Administration:				417.60	
<b>01-31-32-42-294 Conferences, Cont Education</b>	General Fund	Police Operations	Police Department		
NE LAW ENFORCEMENT TRAINING	TRAINING FEES	13231	02/12/2024	175.00	
<b>01-31-32-42-294 Conferences, Cont Education</b>	General Fund	Police Operations	Police Department		
CONSOLIDATED MGNT CO INC	TRAINING MEALS	CMC-INV-2400	02/14/2024	115.75	
<b>01-31-32-42-294 Conferences, Cont Education</b>	General Fund	Police Operations	Police Department		
CONSOLIDATED MGNT CO INC	TRAINING MEALS	CMC-INV-2400	02/07/2024	133.15	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>01-31-32-42-294 Conferences, Cont Education</b>	General Fund	Police Operations	Police Department		
CONSOLIDATED MGNT CO INC	TRAINING MEALS	CMC-INV-2400	01/25/2024	133.15	
<b>01-31-32-43-341 Medical Services</b>	General Fund	Police Operations	Police Department		
BOX BUTTE GENERAL HOSPITAL	MEDICAL SERVICES	9 B	02/21/2024	263.00	
<b>01-31-32-43-379 Other Contract Operating Svcs</b>	General Fund	Police Operations	Police Department		
AS CENTRAL SERVICES	TRACS USERS	1375682	06/14/2023	1,209.38	
<b>01-31-32-43-379 Other Contract Operating Svcs</b>	General Fund	Police Operations	Police Department		
AS CENTRAL SERVICES	TRACS LICENSES	1411538	02/08/2024	450.00	
<b>01-31-32-44-441 Electricity</b>	General Fund	Police Operations	Police Department		
COA UTILITIES	ELECTRIC	03-05-2024 UTI	02/27/2024	28.85	02/27/2024
<b>01-31-32-44-464 PMCNTSVC-Vehicle Repair</b>	General Fund	Police Operations	Police Department		
DARREN'S CARQUEST AUTO PART	PARTS	2723-478984	02/20/2024	8.51	
<b>01-31-32-44-482 NRCNTSVC-Vehicle Repair Mtc</b>	General Fund	Police Operations	Police Department		
ALLIANCE MOTORS UNLIMITED, IN	#115 REPAIRS	68441	02/14/2024	2,016.48	
<b>01-31-32-44-489 NRCNTSVC-Other Mach, Equip</b>	General Fund	Police Operations	Police Department		
NE SAFETY & FIRE EQUIPMENT IN	FIRE EXTINGUISHER AND INSPECT	65112	02/20/2024	243.00	
<b>01-31-32-45-531 Uniforms</b>	General Fund	Police Operations	Police Department		
SPECIAL STITCHES	EMBROIDERY/POLO	1695	02/17/2024	306.00	
<b>01-31-32-45-563 Cleaning Supplies</b>	General Fund	Police Operations	Police Department		
IDEAL LINEN INC	MOPS AND MATS	11209634	02/13/2024	44.51	
Total Police Operations:				5,126.78	
<b>01-31-33-44-441 Electricity</b>	General Fund	Police Support Services	Police Department		
BOX BUTTE COUNTY SHERIFF	APD ELECTRIC	150694	02/12/2024	1,691.81	
<b>01-31-33-44-442 Water-Sewer</b>	General Fund	Police Support Services	Police Department		
BOX BUTTE COUNTY SHERIFF	APD WATER/SEWER	150694	02/12/2024	132.36	
<b>01-31-33-44-443 Refuse</b>	General Fund	Police Support Services	Police Department		
BOX BUTTE COUNTY SHERIFF	APD REFUSE	150694	02/12/2024	144.12	
<b>01-31-33-44-444 Natural Gas</b>	General Fund	Police Support Services	Police Department		
BOX BUTTE COUNTY SHERIFF	APD NATURAL GAS	150693	02/09/2024	993.57	
<b>01-31-33-44-452 Long Distance Expense</b>	General Fund	Police Support Services	Police Department		
QWEST - PHOENIX	91388248	676609578	02/16/2024	496.52	
<b>01-31-33-45-513 Copy Machine Supplies</b>	General Fund	Police Support Services	Police Department		
QUILL CORPORATION	dispatch printer ink	36603599	01/10/2024	929.93	
Total Police Support Services:				4,388.31	
<b>01-31-34-44-441 Electricity</b>	General Fund	Animal Control	Police Department		
COA UTILITIES	ELECTRIC	03-05-2024 UTI	02/27/2024	532.00	02/27/2024
<b>01-31-34-44-442 Water-Sewer</b>	General Fund	Animal Control	Police Department		
COA UTILITIES	WATER / SEWER	03-05-2024 UTI	02/27/2024	10.87	02/27/2024
<b>01-31-34-44-443 Refuse</b>	General Fund	Animal Control	Police Department		
COA UTILITIES	REFUSE	03-05-2024 UTI	02/27/2024	24.00	02/27/2024
Total Animal Control:				566.87	
Total Police Department:				10,499.56	
<b>01-37-37-44-441 Electricity</b>	General Fund	Firefighting	Fire Department		
COA UTILITIES	ELECTRIC	03-05-2024 UTI	02/27/2024	600.59	02/27/2024
<b>01-37-37-44-442 Water-Sewer</b>	General Fund	Firefighting	Fire Department		
COA UTILITIES	WATER / SEWER	03-05-2024 UTI	02/27/2024	25.15	02/27/2024
<b>01-37-37-44-443 Refuse</b>	General Fund	Firefighting	Fire Department		
COA UTILITIES	REFUSE	03-05-2024 UTI	02/27/2024	18.00	02/27/2024
<b>01-37-37-44-444 Natural Gas</b>	General Fund	Firefighting	Fire Department		
BLACK HILLS ENERGY	2290 8652 37	FEB - 24	02/27/2024	650.95	02/27/2024

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>01-37-37-44-451 Telephone Line Expense</b>	General Fund	Firefighting	Fire Department		
CHARTER COMMUNICATIONS	176247201	176247201021	02/14/2024	55.26	
<b>01-37-37-44-479 CNTSVC Other</b>	General Fund	Firefighting	Fire Department		
IDEAL LINEN INC	MOPS AND TOWELS	11210155	02/15/2024	43.00	
<b>01-37-37-45-561 Bldg Maintenance Material</b>	General Fund	Firefighting	Fire Department		
BERNIES ACE HARDWARE	BUILDING MAINTENANCE	294428	02/13/2024	111.94	
<b>01-37-37-59-915 Capital Outlay-Buildings</b>	General Fund	Firefighting	Fire Department		
ALLIANCE RURAL FIRE PROT DIST	BATHROOM REMODEL	3210 00097 11	02/14/2024	94.27	
<b>01-37-37-59-915 Capital Outlay-Buildings</b>	General Fund	Firefighting	Fire Department		
ALLIANCE RURAL FIRE PROT DIST	BATHROOM REMODEL	260999-01	02/05/2024	30.23	
Total Firefighting:				1,629.39	
<b>01-37-38-43-375 EMS Billing Services</b>	General Fund	Ambulance	Fire Department		
QUICK MED CLAIMS LLC	EMS BILLING SERVICES	INV34262	01/31/2024	1,760.45	
<b>01-37-38-45-521 Medical Supplies</b>	General Fund	Ambulance	Fire Department		
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	85248585	02/13/2024	268.14	
<b>01-37-38-45-521 Medical Supplies</b>	General Fund	Ambulance	Fire Department		
BOX BUTTE GENERAL HOSPITAL	MEDICAL SUPPLIES	150702	02/20/2024	203.28	
<b>01-37-38-45-521 Medical Supplies</b>	General Fund	Ambulance	Fire Department		
BOX BUTTE GENERAL HOSPITAL	MEDICAL SUPPLIES	150695	02/13/2024	137.14	
<b>01-37-38-45-521 Medical Supplies</b>	General Fund	Ambulance	Fire Department		
LIFE-ASSIST INC	MEDICAL SUPPLIES	1407851	02/19/2024	235.89	
<b>01-37-38-45-521 Medical Supplies</b>	General Fund	Ambulance	Fire Department		
ZOLL MEDICAL CORPORATION	MEDICAL SUPPLIES	3914530	02/14/2024	478.88	
Total Ambulance:				3,083.78	
Total Fire Department:				4,713.17	
<b>01-41-44-44-440 Utilities Reimbursed</b>	General Fund	Facility Maintenance	Public Works		
BLACK HILLS ENERGY	8514 7540 93	FEB - 24	02/27/2024	77.10	02/27/2024
<b>01-41-44-45-544 Small Tools, Equipment</b>	General Fund	Facility Maintenance	Public Works		
CARTER'S HOME HARDWARE & AP	SMALL TOOLS/EQUIP	23333/1	02/15/2024	8.99	
Total Facility Maintenance:				86.09	
<b>01-41-46-43-373 Contract Custodial Services</b>	General Fund	Municipal Building	Public Works		
IDEAL LINEN INC	MOPS AND MATS	11209638	02/13/2024	139.29	
<b>01-41-46-44-441 Electricity</b>	General Fund	Municipal Building	Public Works		
COA UTILITIES	ELECTRIC	03-05-2024 UTI	02/27/2024	2,963.77	02/27/2024
<b>01-41-46-44-442 Water-Sewer</b>	General Fund	Municipal Building	Public Works		
COA UTILITIES	WATER / SEWER	03-05-2024 UTI	02/27/2024	18.40	02/27/2024
<b>01-41-46-44-443 Refuse</b>	General Fund	Municipal Building	Public Works		
COA UTILITIES	REFUSE	03-05-2024 UTI	02/27/2024	24.00	02/27/2024
<b>01-41-46-44-444 Natural Gas</b>	General Fund	Municipal Building	Public Works		
BLACK HILLS ENERGY	8314 2036 34	FEB - 24	02/27/2024	262.36	02/27/2024
<b>01-41-46-45-561 Bldg Maintenance Material</b>	General Fund	Municipal Building	Public Works		
BLOEDORN LUMBER - ALLIANCE	BUILDING MAINTENANCE MATERIA	8045287	02/20/2024	215.44	
<b>01-41-46-45-561 Bldg Maintenance Material</b>	General Fund	Municipal Building	Public Works		
BLOEDORN LUMBER - ALLIANCE	BUILDING MAINTENANCE MATERIA	8050854	02/23/2024	34.82	
<b>01-41-46-45-561 Bldg Maintenance Material</b>	General Fund	Municipal Building	Public Works		
BLOEDORN LUMBER - ALLIANCE	BUILDING MAINTENANCE MATERIA	8050919	02/23/2024	52.47	
<b>01-41-46-45-561 Bldg Maintenance Material</b>	General Fund	Municipal Building	Public Works		
CARTER'S HOME HARDWARE & AP	BUILDING MAINTENANCE	23388/1	02/20/2024	24.99	
<b>01-41-46-45-561 Bldg Maintenance Material</b>	General Fund	Municipal Building	Public Works		
CARTER'S HOME HARDWARE & AP	BUILDING MAINTENANCE	19888/1	05/23/2023	15.98	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>01-41-46-59-915 Capital Outlay-Buildings</b> JEO CONSULTING GROUP INC	General Fund CITY HALL ADA DESIGN	Municipal Building 148527	Public Works 02/26/2024	3,278.75	
<b>01-41-46-59-915 Capital Outlay-Buildings</b> TWIN CITY ROOFING & SHEETMET	General Fund HAIL DAMAGE REPAIR	Municipal Building 150701	Public Works 02/19/2024	37,023.73	
Total Municipal Building:				44,054.00	
Total Public Works:				44,140.09	
<b>01-61-60-45-511 Office Supplies</b> NEBRASKA PRINTWORKS LLC	General Fund ENVELOPES	Community Development 55594	Community Develop 02/08/2024	109.61	
Total Community Development:				109.61	
Total Community Development:				109.61	
<b>01-71-71-44-441 Electricity</b> COA UTILITIES	General Fund ELECTRIC	Parks 03-05-2024 UTI	Cultural and Leisure 02/27/2024	1,293.78	02/27/2024
<b>01-71-71-44-442 Water-Sewer</b> COA UTILITIES	General Fund WATER / SEWER	Parks 03-05-2024 UTI	Cultural and Leisure 02/27/2024	20.08	02/27/2024
<b>01-71-71-44-443 Refuse</b> COA UTILITIES	General Fund REFUSE	Parks 03-05-2024 UTI	Cultural and Leisure 02/27/2024	181.59	02/27/2024
<b>01-71-71-44-444 Natural Gas</b> BLACK HILLS ENERGY	General Fund 4303 0966 09	Parks FEB - 24	Cultural and Leisure 02/27/2024	201.71	02/27/2024
<b>01-71-71-44-444 Natural Gas</b> BLACK HILLS ENERGY	General Fund 8650 1637 80	Parks FEB - 24	Cultural and Leisure 02/27/2024	369.28	02/27/2024
<b>01-71-71-44-444 Natural Gas</b> BLACK HILLS ENERGY	General Fund 1529 6736 12	Parks FEB - 24	Cultural and Leisure 02/27/2024	214.06	02/27/2024
<b>01-71-71-44-444 Natural Gas</b> BLACK HILLS ENERGY	General Fund 8316 6747 88	Parks FEB - 24	Cultural and Leisure 02/27/2024	1,864.72	02/27/2024
<b>01-71-71-45-511 Office Supplies</b> NEBRASKA TOTAL OFFICE	General Fund ENVELOPES, PENS AND MARKERS	Parks 0124525-001	Cultural and Leisure 02/15/2024	17.60	
<b>01-71-71-45-534 Safety Commodities</b> FARM PLAN	General Fund GLOVES	Parks 51255537	Cultural and Leisure 02/14/2024	140.92	
<b>01-71-71-45-534 Safety Commodities</b> FARM PLAN	General Fund SAFETY GLOVES	Parks 51255510	Cultural and Leisure 02/14/2024	19.98	
<b>01-71-71-45-534 Safety Commodities</b> CARTER'S HOME HARDWARE & AP	General Fund SAFETY GLOVES	Parks 23329/1	Cultural and Leisure 02/14/2024	31.95	
<b>01-71-71-45-544 Small Tools, Equipment</b> BERNIES ACE HARDWARE	General Fund SMALL TOOLS	Parks 294092	Cultural and Leisure 02/07/2024	19.99	
<b>01-71-71-45-544 Small Tools, Equipment</b> BERNIES ACE HARDWARE	General Fund SMALL TOOLS	Parks 293678	Cultural and Leisure 01/30/2024	65.98	
<b>01-71-71-45-556 Parts-Vehicle, Mach, Equip</b> BERNIES ACE HARDWARE	General Fund PLUG	Parks 294086	Cultural and Leisure 02/07/2024	12.99	
<b>01-71-71-45-556 Parts-Vehicle, Mach, Equip</b> BERNIES ACE HARDWARE	General Fund PARTS	Parks 293689	Cultural and Leisure 01/30/2024	22.58	
<b>01-71-71-45-556 Parts-Vehicle, Mach, Equip</b> FARM PLAN	General Fund PARTS	Parks 51254928	Cultural and Leisure 02/12/2024	5.65	
<b>01-71-71-45-556 Parts-Vehicle, Mach, Equip</b> FARM PLAN	General Fund WHEEL PARTS	Parks 51254928	Cultural and Leisure 02/12/2024	.83	
<b>01-71-71-45-556 Parts-Vehicle, Mach, Equip</b> FARM PLAN	General Fund WHEEL PARTS	Parks 51249383	Cultural and Leisure 01/25/2024	.42	
<b>01-71-71-45-556 Parts-Vehicle, Mach, Equip</b> FARM PLAN	General Fund PARTS	Parks 51253759	Cultural and Leisure 02/08/2024	5.03	
<b>01-71-71-45-556 Parts-Vehicle, Mach, Equip</b> FARM PLAN	General Fund PARTS	Parks 51252673	Cultural and Leisure 02/05/2024	20.22	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>01-71-71-45-556 Parts-Vehicle, Mach, Equip</b> FARM PLAN	General Fund WHEEL PARTS	Parks 51250977	Cultural and Leisure 01/30/2024	11.94	
<b>01-71-71-45-556 Parts-Vehicle, Mach, Equip</b> FARM PLAN	General Fund WHEEL PARTS	Parks 51251599	Cultural and Leisure 02/01/2024	4.78	
<b>01-71-71-45-556 Parts-Vehicle, Mach, Equip</b> FARM PLAN	General Fund WHEEL PARTS	Parks 51254813	Cultural and Leisure 02/12/2024	1.18	
<b>01-71-71-45-556 Parts-Vehicle, Mach, Equip</b> MIDWEST FARM SERVICE-ALLIANC	General Fund PARTS	Parks 45666	Cultural and Leisure 02/07/2024	65.60	
<b>01-71-71-45-556 Parts-Vehicle, Mach, Equip</b> DARREN'S CARQUEST AUTO PART	General Fund PARTS	Parks 2723-478244	Cultural and Leisure 02/08/2024	24.79	
<b>01-71-71-45-556 Parts-Vehicle, Mach, Equip</b> DARREN'S CARQUEST AUTO PART	General Fund PARTS	Parks 2723-478738	Cultural and Leisure 02/16/2024	24.67	
<b>01-71-71-45-556 Parts-Vehicle, Mach, Equip</b> DARREN'S CARQUEST AUTO PART	General Fund PARTS	Parks 2723-478132	Cultural and Leisure 02/07/2024	47.94	
<b>01-71-71-45-561 Bldg Maintenance Material</b> BERNIES ACE HARDWARE	General Fund SPRAY VALVE ASSEMBLY AT BALL	Parks 281656	Cultural and Leisure 06/29/2023	49.99	
Total Parks:				<u>4,740.25</u>	
<b>01-71-72-44-444 Natural Gas</b> BLACK HILLS ENERGY	General Fund 8177 7736 40	Senior Center FEB - 24	Cultural and Leisure 02/27/2024	283.95	02/27/2024
Total Senior Center:				<u>283.95</u>	
<b>01-71-74-44-489 NRCNTSVC-Other Mach, Equip</b> TRIANGLE ELECTRIC INC	General Fund REPAIR TRANSFORMER IN HEATE	Cemetery 2024-37	Cultural and Leisure 01/29/2024	151.00	
<b>01-71-74-45-526 Other Supplies</b> CARTER'S HOME HARDWARE & AP	General Fund OTHER SUPPLIES	Cemetery 23279/1	Cultural and Leisure 02/08/2024	10.51	
<b>01-71-74-45-544 Small Tools, Equipment</b> BERNIES ACE HARDWARE	General Fund LONG HANDLE SPADE	Cemetery 293673	Cultural and Leisure 01/30/2024	79.56	
<b>01-71-74-45-556 Parts-Vehicle, Mach, Equip</b> DARREN'S CARQUEST AUTO PART	General Fund PARTS	Cemetery 2723-478918	Cultural and Leisure 02/20/2024	132.54	
<b>01-71-74-45-561 Bldg Maintenance Material</b> BERNIES ACE HARDWARE	General Fund TOILET VALVE	Cemetery 293999	Cultural and Leisure 02/05/2024	16.99	
Total Cemetery:				<u>390.60</u>	
<b>01-71-75-44-444 Natural Gas</b> BLACK HILLS ENERGY	General Fund 4332 1963 21	Swimming Pool FEB - 24	Cultural and Leisure 02/27/2024	40.37	02/27/2024
Total Swimming Pool:				<u>40.37</u>	
<b>01-71-76-44-469 PMCNTSVC-Other</b> PRESTO-X	General Fund PEST CONTROL	Knight Museum 57227556	Cultural and Leisure 02/13/2024	133.10	
Total Knight Museum:				<u>133.10</u>	
<b>01-71-77-43-379 Other Contract Operating Svcs</b> NE SAFETY & FIRE EQUIPMENT IN	General Fund INSPECTIONS	Library 65113	Cultural and Leisure 02/20/2024	488.00	
<b>01-71-77-44-444 Natural Gas</b> BLACK HILLS ENERGY	General Fund 8075 2560 61	Library FEB - 24	Cultural and Leisure 02/27/2024	3,810.56	02/27/2024
<b>01-71-77-44-483 NRCNTSVC-Building Public Wrks</b> KONE INC	General Fund REPLACE INFRARED DOOR DETEC	Library 1158677445	Cultural and Leisure 02/15/2024	6,337.50	
Total Library:				<u>10,636.06</u>	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>01-71-78-44-479 CNTSVC Other</b> PRESTO-X	General Fund PEST CONTROL	Sallows Museum 57227557	Cultural and Leisure 02/13/2024	55.00	
Total Sallows Museum:				55.00	
Total Cultural and Leisure Services:				16,279.33	
<b>01-79-79-44-421 Membership Dues</b> NATIONAL SCENIC BYWAY FOUND	General Fund MEMBERSHIP	Marketing 24-0210	Culture and Leisure 02/10/2024	150.00	
<b>01-79-79-44-433 Other Advertising Services</b> STURGIS MOTORCYCLE MUSEUM	General Fund ADVERTISING	Marketing 150696	Culture and Leisure 02/15/2024	750.00	
<b>01-79-79-44-479 CNTSVC Other</b> BERNIES ACE HARDWARE	General Fund FIREWORKS DISPLAY	Marketing 281894	Culture and Leisure 07/03/2023	38.36	
<b>01-79-79-44-479 CNTSVC Other</b> PLANET BOUNCE LLC	General Fund BOUNCE HOUSES	Marketing 150704	Culture and Leisure 02/22/2024	2,650.00	
Total Marketing:				3,588.36	
<b>01-79-80-46-626 Inventory Costs</b> PENNYBANDZ LLC	General Fund PRESSED PENNY JEWELRY AND K	Carhenge 4890	Culture and Leisure 02/16/2024	2,952.71	
Total Carhenge:				2,952.71	
Total Culture and Leisure Services:				6,541.07	
Total General Fund:				89,051.59	
<b>Electric Fund</b>					
<b>05-0000-23321 Sales Tax Payable</b> NE DEPT OF REVENUE - SALES	Electric Fund SALES & USE TAX - ELEC	GENERAL 1/24	02/16/2024	65,578.67	02/16/2024
Total :				65,578.67	
Total :				65,578.67	
<b>05-51-50-44-441 Electricity</b> COA UTILITIES	Electric Fund ELECTRIC	Administration 03-05-2024 UTI	Utility Superintenden 02/27/2024	429.44	02/27/2024
<b>05-51-50-44-442 Water-Sewer</b> COA UTILITIES	Electric Fund WATER / SEWER	Administration 03-05-2024 UTI	Utility Superintenden 02/27/2024	14.16	02/27/2024
<b>05-51-50-44-444 Natural Gas</b> BLACK HILLS ENERGY	Electric Fund 7098 7521 63	Administration FEB - 24	Utility Superintenden 02/27/2024	1,849.28	02/27/2024
Total Administration:				2,292.88	
<b>05-51-53-44-423 Database Subscriptions</b> LANDIS+GYR TECHNOLOGY INC	Electric Fund MONTHLY FLAT FEE	Urban Distribution 90388894	Utility Superintenden 02/13/2024	1,147.04	
<b>05-51-53-44-442 Sewer</b> COA UTILITIES	Electric Fund WATER / SEWER	Urban Distribution 03-05-2024 UTI	Utility Superintenden 02/27/2024	3.58	02/27/2024
<b>05-51-53-44-486 NRCNTSVC-Veh, Equip, Tire Rep</b> KAISER TIRE	Electric Fund TIRE REPAIR	Urban Distribution 9190	Utility Superintenden 09/05/2023	20.00	
<b>05-51-53-44-486 NRCNTSVC-Veh, Equip, Tire Rep</b> KAISER TIRE	Electric Fund TIRE REPAIR	Urban Distribution 9601	Utility Superintenden 09/27/2023	20.00	
<b>05-51-53-45-544 Small Tools, Equipment</b> FARM PLAN	Electric Fund TOOLS	Urban Distribution 51256080	Utility Superintenden 02/16/2024	32.08	
<b>05-51-53-45-544 Small Tools, Equipment</b> CARTER'S HOME HARDWARE & AP	Electric Fund TOOLS	Urban Distribution 23385/1	Utility Superintenden 02/20/2024	18.71	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>05-51-53-45-556 Parts-Vehicle, Mach, Equip</b> DARREN'S CARQUEST AUTO PART	Electric Fund VEHICLE PARTS	Urban Distribution 2723-479058	Utility Superintenden 02/21/2024	22.35	
<b>05-51-53-45-556 Parts-Vehicle, Mach, Equip</b> DARREN'S CARQUEST AUTO PART	Electric Fund VEHICLE PARTS	Urban Distribution 2723-478539	Utility Superintenden 02/13/2024	80.64	
<b>05-51-53-45-556 Parts-Vehicle, Mach, Equip</b> DARREN'S CARQUEST AUTO PART	Electric Fund VEHICLE PARTS	Urban Distribution 2723-478530	Utility Superintenden 02/13/2024	37.63	
<b>05-51-53-45-561 Bldg Maintenance Material</b> BERNIES ACE HARDWARE	Electric Fund BUILDING MAINTENANCE MATERIA	Urban Distribution 294465	Utility Superintenden 02/14/2024	15.99	
<b>05-51-53-45-561 Bldg Maintenance Material</b> BLOEDORN LUMBER - ALLIANCE	Electric Fund BUILDING MAINTENANCE MATERIA	Urban Distribution 8036864	Utility Superintenden 02/13/2024	37.35	
<b>05-51-53-45-569 Other Replacement Parts</b> WESCO DISTRIBUTION INC	Electric Fund Fiberglass repair kit	Urban Distribution 318738	Utility Superintenden 02/05/2024	197.95	
<b>05-51-53-46-651 Electric Overhead Material</b> WESCO DISTRIBUTION INC	Electric Fund 1/2" Nut lock	Urban Distribution 317385	Utility Superintenden 02/01/2024	625.95	
<b>05-51-53-46-652 Electric Underground Material</b> RESCO	Electric Fund 8A Bayonet fuse	Urban Distribution 3022083	Utility Superintenden 02/12/2024	144.46	
<b>05-51-53-46-652 Electric Underground Material</b> RESCO	Electric Fund 3A Bayonet fuse	Urban Distribution 3022083	Utility Superintenden 02/12/2024	144.46	
<b>05-51-53-46-652 Electric Underground Material</b> RESCO	Electric Fund 15A Bayonet fuse	Urban Distribution 3022083	Utility Superintenden 02/12/2024	144.46	
Total Urban Distribution:				2,692.65	
<b>05-51-54-53-948 Rural Rebuilds</b> STUART C. IRBY CO	Electric Fund MILW 9/16 drill bit	Rural Line Dist and Maint S013831573.0	Utility Superintenden 12/26/2023	104.86	
Total Rural Line Dist and Maint:				104.86	
Total Utility Superintendent:				5,090.39	
Total Electric Fund:				70,669.06	
<b>Refuse Fund</b>					
<b>06-41-42-44-482 NRCNTSVC-Vehicle Repair Mtc</b> PANHANDLE FAB INC.	Refuse Fund #1112 REPAIR	Refuse Collection 46595	Public Works 02/13/2024	110.00	
<b>06-41-42-45-531 Uniforms</b> FARM PLAN	Refuse Fund UNIFORMS - TERRY H.	Refuse Collection 51257765	Public Works 02/21/2024	176.41	
<b>06-41-42-45-531 Uniforms</b> FARM PLAN	Refuse Fund UNIFORMS - TERRY H.	Refuse Collection 51256108	Public Works 02/16/2024	64.19	
<b>06-41-42-45-531 Uniforms</b> FARM PLAN	Refuse Fund UNIFORMS - KELLY M.	Refuse Collection 51257763	Public Works 02/21/2024	147.20	
<b>06-41-42-45-544 Small Tools, Equipment</b> CARTER'S HOME HARDWARE & AP	Refuse Fund SMALL TOOLS/EQUIP	Refuse Collection 23328/1	Public Works 02/14/2024	109.97	
<b>06-41-42-45-556 Parts-Vehicle, Mach, Equip</b> FARM PLAN	Refuse Fund PARTS	Refuse Collection 51255128	Public Works 02/13/2024	23.96	
<b>06-41-42-45-556 Parts-Vehicle, Mach, Equip</b> CARTER'S HOME HARDWARE & AP	Refuse Fund PARTS	Refuse Collection 23322/1	Public Works 02/13/2024	2.58	
<b>06-41-42-45-558 Tires-Vehicle, Equipment</b> KAISER TIRE	Refuse Fund TIRE REPAIR	Refuse Collection 9187	Public Works 08/30/2023	42.00	
<b>06-41-42-45-558 Tires-Vehicle, Equipment</b> KAISER TIRE	Refuse Fund TIRES	Refuse Collection 10104	Public Works 11/06/2023	463.00	
Total Refuse Collection:				1,139.31	
Total Public Works:				1,139.31	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>06-51-55-44-441 Electricity</b> COA UTILITIES	Refuse Fund ELECTRIC	Refuse Disposal 03-05-2024 UTI	Public Works 02/27/2024	878.28	02/27/2024
<b>06-51-55-44-442 Water-Sewer</b> COA UTILITIES	Refuse Fund WATER / SEWER	Refuse Disposal 03-05-2024 UTI	Public Works 02/27/2024	22.02	02/27/2024
<b>06-51-55-44-444 Natural Gas</b> BLACK HILLS ENERGY	Refuse Fund 7095 5903 91	Refuse Disposal FEB - 24	Public Works 02/27/2024	2,353.50	02/27/2024
<b>06-51-55-45-531 Uniforms</b> IDEAL LINEN INC	Refuse Fund UNIFORMS	Refuse Disposal 11209180	Public Works 02/08/2024	67.73	
<b>06-51-55-45-531 Uniforms</b> IDEAL LINEN INC	Refuse Fund UNIFORMS	Refuse Disposal 11208234	Public Works 02/01/2024	67.73	
<b>06-51-55-45-531 Uniforms</b> IDEAL LINEN INC	Refuse Fund UNIFORMS	Refuse Disposal 11210138	Public Works 02/15/2024	67.73	
<b>06-51-55-45-544 Small Tools, Equipment</b> FARM PLAN	Refuse Fund SMALL TOOLS/EQUIP	Refuse Disposal 51258196	Public Works 02/22/2024	8.79	
<b>06-51-55-45-544 Small Tools, Equipment</b> FARM PLAN	Refuse Fund SMALL TOOLS/EQUIP	Refuse Disposal 51258382	Public Works 02/23/2024	28.96	
<b>06-51-55-45-544 Small Tools, Equipment</b> CARTER'S HOME HARDWARE & AP	Refuse Fund SMALL TOOLS/EQUIP	Refuse Disposal 23418/1	Public Works 02/23/2024	34.25	
<b>06-51-55-45-544 Small Tools, Equipment</b> CARTER'S HOME HARDWARE & AP	Refuse Fund SMALL TOOLS/EQUIP	Refuse Disposal 23413/1	Public Works 02/22/2024	19.99	
<b>06-51-55-45-554 Refuse-Oil,Grease</b> DARREN'S CARQUEST AUTO PART	Refuse Fund 55 GAL DEF/55 GAL HYTRANS	Refuse Disposal 2723-478478	Public Works 02/13/2024	1,043.00	
<b>06-51-55-45-556 Parts-Vehicle, Mach, Equip</b> FARM PLAN	Refuse Fund PARTS	Refuse Disposal 51255262	Public Works 02/13/2024	20.64	
<b>06-51-55-45-558 Tires-Vehicle, Equipment</b> KAISER TIRE	Refuse Fund 2 SCRAPER TIRES	Refuse Disposal 10708	Public Works 12/04/2023	6,675.00	
<b>06-51-55-45-558 Tires-Vehicle, Equipment</b> KAISER TIRE	Refuse Fund TIRES	Refuse Disposal 8079	Public Works 06/06/2023	725.00	
<b>06-51-55-45-563 Cleaning Supplies</b> IDEAL LINEN INC	Refuse Fund CLEANING SUPPLIES	Refuse Disposal 11209180	Public Works 02/08/2024	25.27	
<b>06-51-55-45-563 Cleaning Supplies</b> IDEAL LINEN INC	Refuse Fund CLEANING SUPPLIES	Refuse Disposal 11208234	Public Works 02/01/2024	25.27	
<b>06-51-55-45-563 Cleaning Supplies</b> IDEAL LINEN INC	Refuse Fund CLEANING SUPPLIES	Refuse Disposal 11210138	Public Works 02/15/2024	25.27	
Total Refuse Disposal:				12,088.43	
Total Public Works:				12,088.43	
Total Refuse Fund:				13,227.74	
<b>Sewer Fund</b>					
<b>07-52-58-43-379 Other Contract Operating Svcs</b> IDEAL LINEN INC	Sewer Fund MOPS AND MATS	Sewer 11210609	Public Works 02/20/2024	19.65	
<b>07-52-58-44-441 Electricity</b> COA UTILITIES	Sewer Fund ELECTRIC	Sewer 03-05-2024 UTI	Public Works 02/27/2024	2,503.19	02/27/2024
<b>07-52-58-45-532 Protective Gear</b> FARM PLAN	Sewer Fund GLOVES	Sewer 51258081	Public Works 02/22/2024	62.02	
<b>07-52-58-45-556 Parts-Vehicle, Mach, Equip</b> CARTER'S HOME HARDWARE & AP	Sewer Fund PARTS	Sewer 23383/1	Public Works 02/20/2024	8.49	
<b>07-52-58-45-556 Parts-Vehicle, Mach, Equip</b> DARREN'S CARQUEST AUTO PART	Sewer Fund PARTS	Sewer 2723-479024	Public Works 02/21/2024	63.65	
<b>07-52-58-45-556 Parts-Vehicle, Mach, Equip</b> DARREN'S CARQUEST AUTO PART	Sewer Fund PARTS	Sewer 2723-479392	Public Works 02/26/2024	81.63	
<b>07-52-58-46-672 Water, Sewer Line Material</b> INDUSTRIAL CHEM LABS & SERVIC	Sewer Fund CLEANER/DEGREASER	Sewer 388240	Public Works 02/06/2024	917.25	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
Total Sewer:				3,655.88	
Total Public Works:				3,655.88	
Total Sewer Fund:				3,655.88	
<b>Water Fund</b>					
<b>08-0000-23321 Sales Tax Payable</b>	Water Fund				
NE DEPT OF REVENUE - SALES	SALES & USE TAX - WATER	GENERAL 1/24	02/16/2024	190.16	02/16/2024
Total :				190.16	
Total :				190.16	
<b>08-52-51-44-441 Electricity</b>	Water Fund	Water Treatment	Public Works		
COA UTILITIES	ELECTRIC	03-05-2024 UTI	02/27/2024	16,256.92	02/27/2024
<b>08-52-51-45-544 Small Tools, Equipment</b>	Water Fund	Water Treatment	Public Works		
CARTER'S HOME HARDWARE & AP	SMALL TOOLS/EQUIP	23345/1	02/16/2024	19.99	
<b>08-52-51-45-544 Small Tools, Equipment</b>	Water Fund	Water Treatment	Public Works		
DARREN'S CARQUEST AUTO PART	SMALL TOOLS/EQUIPMENT	2723-478971	02/20/2024	139.99	
<b>08-52-51-45-544 Small Tools, Equipment</b>	Water Fund	Water Treatment	Public Works		
DARREN'S CARQUEST AUTO PART	CREDIT	2723-479118	02/22/2024	72.94-	
<b>08-52-51-45-561 Bldg Maintenance Material</b>	Water Fund	Water Treatment	Public Works		
WESTCO	FITTINGS	701-28945	02/14/2024	3.96	
<b>08-52-51-46-629 Other Chemicals</b>	Water Fund	Water Treatment	Public Works		
HAWKINS INC	CHEMICAL	6653213	12/21/2023	646.96	
Total Water Treatment:				16,994.88	
<b>08-52-52-43-383 Water Testing Services</b>	Water Fund	Distribution	Public Works		
NE PUBLIC HEALTH ENVIRONMENT	COLIFORM	574311	02/13/2024	105.00	
<b>08-52-52-44-441 Electricity</b>	Water Fund	Distribution	Public Works		
COA UTILITIES	ELECTRIC	03-05-2024 UTI	02/27/2024	543.73	02/27/2024
<b>08-52-52-44-442 Water-Sewer</b>	Water Fund	Distribution	Public Works		
COA UTILITIES	WATER / SEWER	03-05-2024 UTI	02/27/2024	5.86	02/27/2024
<b>08-52-52-44-443 Refuse</b>	Water Fund	Distribution	Public Works		
COA UTILITIES	REFUSE	03-05-2024 UTI	02/27/2024	24.00	02/27/2024
<b>08-52-52-45-556 Parts-Vehicle, Mach, Equip</b>	Water Fund	Distribution	Public Works		
CARTER'S HOME HARDWARE & AP	PARTS	23415/1	02/23/2024	42.22	
Total Distribution:				720.81	
Total Public Works:				17,715.69	
Total Water Fund:				17,905.85	
<b>Golf Course</b>					
<b>21-0000-23321 Sales Tax Payable</b>	Golf Course				
NE DEPT OF REVENUE - SALES	SALES & USE TAX - GOLF	GOLF 1/24	02/16/2024	34.20	02/16/2024
Total :				34.20	
Total :				34.20	
<b>21-71-75-44-441 Electricity</b>	Golf Course	Golf Course	Cultural and Leisure		
COA UTILITIES	ELECTRIC	03-05-2024 UTI	02/27/2024	2,746.66	02/27/2024

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>21-71-75-44-442 Water-Sewer</b> COA UTILITIES	Golf Course WATER / SEWER	Golf Course 03-05-2024 UTI	Cultural and Leisure 02/27/2024	51.73	02/27/2024
<b>21-71-75-44-443 Refuse</b> COA UTILITIES	Golf Course REFUSE	Golf Course 03-05-2024 UTI	Cultural and Leisure 02/27/2024	240.20	02/27/2024
<b>21-71-75-44-444 Natural Gas</b> BLACK HILLS ENERGY	Golf Course 7929 1256 65	Golf Course FEB - 24	Cultural and Leisure 02/27/2024	47.27	02/27/2024
<b>21-71-75-44-444 Natural Gas</b> BLACK HILLS ENERGY	Golf Course 8588 2648 38	Golf Course FEB - 24	Cultural and Leisure 02/27/2024	207.86	02/27/2024
<b>21-71-75-44-486 NRCNTSVC-Veh, Equip, Tire Rep</b> WESTCO	Golf Course TIRE REPAIR	Golf Course 158407	Cultural and Leisure 02/08/2024	36.58	
<b>21-71-75-44-489 NRCNTSVC-Other Mach, Equip</b> AC ELECTRIC MOTOR SERVICE	Golf Course REPAIR NIDEC DRIVE SYSTEM	Golf Course 47236	Cultural and Leisure 02/12/2024	239.93	
<b>21-71-75-45-526 Other Supplies</b> BERNIES ACE HARDWARE	Golf Course OTHER SUPPLIES	Golf Course 294377	Cultural and Leisure 02/13/2024	2.37	
<b>21-71-75-45-526 Other Supplies</b> CARTER'S HOME HARDWARE & AP	Golf Course OTHER SUPPLIES	Golf Course 23274/1	Cultural and Leisure 02/07/2024	14.99	
<b>21-71-75-45-556 Parts-Vehicle, Mach, Equip</b> FARM PLAN	Golf Course PARTS	Golf Course P23584	Cultural and Leisure 02/14/2024	67.66	
<b>21-71-75-45-556 Parts-Vehicle, Mach, Equip</b> KOKE'S AUTO FARM TRUCK INC	Golf Course BATTERY	Golf Course 721986	Cultural and Leisure 02/13/2024	100.00	
<b>21-71-75-45-556 Parts-Vehicle, Mach, Equip</b> KOKE'S AUTO FARM TRUCK INC	Golf Course PARTS	Golf Course 721986	Cultural and Leisure 02/13/2024	80.49	
<b>21-71-75-45-556 Parts-Vehicle, Mach, Equip</b> MASEK DISTRIBUTING INC.	Golf Course SOLENOID	Golf Course 24-01500	Cultural and Leisure 02/15/2024	22.18	
<b>21-71-75-45-574 Misc Grounds Maintenance</b> BERNIES ACE HARDWARE	Golf Course MISC GROUNDS	Golf Course 294300	Cultural and Leisure 02/12/2024	9.74	
<b>21-71-75-46-625 Concession Supplies</b> GROCERY KART INC	Golf Course CONCESSION SUPPLIES	Golf Course 3824	Cultural and Leisure 02/06/2024	234.00	
<b>21-71-75-46-626 Inventory Costs</b> CALLAWAY GOLF SALES CO	Golf Course CREDIT	Golf Course 937312112	Cultural and Leisure 11/27/2023	2,192.85-	
<b>21-71-75-46-626 Inventory Costs</b> CALLAWAY GOLF SALES CO	Golf Course CREDIT	Golf Course 937541526	Cultural and Leisure 01/22/2024	212.00-	
<b>21-71-75-46-626 Inventory Costs</b> CALLAWAY GOLF SALES CO	Golf Course CREDIT	Golf Course 937537368	Cultural and Leisure 01/19/2024	57.00-	
<b>21-71-75-46-626 Inventory Costs</b> CALLAWAY GOLF SALES CO	Golf Course DEMO SETS	Golf Course 937644817	Cultural and Leisure 02/08/2024	2,499.78	
<b>21-71-75-46-627 Special Order Costs</b> VW GOLF INC	Golf Course SPECIAL ORDER BRANDON FOSTE	Golf Course 76233	Cultural and Leisure 01/22/2024	29.17	
<b>21-71-75-46-627 Special Order Costs</b> VW GOLF INC	Golf Course SPECIAL ORDER SETH MORRISON	Golf Course 76465	Cultural and Leisure 01/31/2024	86.31	
<b>21-71-75-46-627 Special Order Costs</b> ACUSHNET COMPANY	Golf Course SPECIAL ORDER ALLIANCE HIGH S	Golf Course 917224234	Cultural and Leisure 02/07/2024	476.40	
<b>21-71-75-46-627 Special Order Costs</b> ACUSHNET COMPANY	Golf Course SPECIAL ORDER A.J. MASER	Golf Course 917232563	Cultural and Leisure 02/08/2024	250.00	
<b>21-71-75-46-627 Special Order Costs</b> ACUSHNET COMPANY	Golf Course BALLS	Golf Course 917216218	Cultural and Leisure 02/06/2024	259.63	
<b>21-71-75-46-627 Special Order Costs</b> CALLAWAY GOLF SALES CO	Golf Course SPECIAL ORDER PERRY JOHNSTO	Golf Course 937389805	Cultural and Leisure 12/18/2023	385.20	
Total Golf Course:				5,626.30	
Total Cultural and Leisure Services:				5,626.30	
Total Golf Course:				5,660.50	

**Airport**

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>22-41-43-44-441 Electricity</b> COA UTILITIES	Airport ELECTRIC	Airport Operations 03-05-2024 UTI	Airport 02/27/2024	4,439.58	02/27/2024
<b>22-41-43-44-442 Water-Sewer</b> COA UTILITIES	Airport WATER / SEWER	Airport Operations 03-05-2024 UTI	Airport 02/27/2024	38.99	02/27/2024
<b>22-41-43-44-443 Refuse</b> COA UTILITIES	Airport REFUSE	Airport Operations 03-05-2024 UTI	Airport 02/27/2024	38.00	02/27/2024
<b>22-41-43-44-444 Natural Gas</b> BLACK HILLS ENERGY	Airport 6920 6237 05	Airport Operations FEB - 24	Airport 02/27/2024	543.77	02/27/2024
<b>22-41-43-44-444 Natural Gas</b> BLACK HILLS ENERGY	Airport 9862 2110 07	Airport Operations FEB - 24	Airport 02/27/2024	44.51	02/27/2024
<b>22-41-43-45-511 Office Supplies</b> NEBRASKA TOTAL OFFICE	Airport OFFICE SUPPLIES	Airport Operations 0124620-001	Airport 02/26/2024	8.59	
<b>22-41-43-45-526 Other Supplies</b> DARREN'S CARQUEST AUTO PART	Airport EXHAUST FLUID/ICE MELT	Airport Operations 2723-478568	Airport 02/14/2024	46.33	
<b>22-41-43-45-551 Fuel,Oil,Lube-Veh,Mach,Equip</b> WESTCO	Airport FUEL	Airport Operations U3323851	Airport 02/14/2024	1,091.07	
<b>22-41-43-45-551 Fuel,Oil,Lube-Veh,Mach,Equip</b> WESTCO	Airport FUEL	Airport Operations U3323852	Airport 02/14/2024	348.37	
<b>22-41-43-45-556 Parts-Vehicle, Mach, Equip</b> DARREN'S CARQUEST AUTO PART	Airport PARTS	Airport Operations 2723-479145	Airport 02/22/2024	126.92	
<b>22-41-43-45-561 Bldg Maintenance Material</b> CARTER'S HOME HARDWARE & AP	Airport BUILDING MAINTENANCE	Airport Operations 23393/1	Airport 02/21/2024	14.98	
<b>22-41-43-59-915 Capital Outlay-Buildings</b> CHADRON GLASS & WINDOWS INC	Airport WINDOWS FBO HOUSE	Airport Operations 29741	Airport 02/21/2024	7,200.00	
Total Airport Operations:				13,941.11	
Total Airport:				13,941.11	
Total Airport:				13,941.11	
<b>Public Transit Fund</b>					
<b>23-72-71-44-482 NRCNTSVC-Vehicle Repair Mtc</b> PRECISION STEREO TECHNOLOG	Public Transit Fund #9 TIRES	Transit - Administration 46718	Public Works 02/15/2024	664.00	
<b>23-72-71-44-482 NRCNTSVC-Vehicle Repair Mtc</b> PRECISION STEREO TECHNOLOG	Public Transit Fund #8 TIRES	Transit - Administration 46729	Public Works 02/15/2024	664.00	
<b>23-72-71-44-482 NRCNTSVC-Vehicle Repair Mtc</b> KAISER TIRE	Public Transit Fund TIRES	Transit - Administration 8256	Public Works 07/03/2023	526.50	
<b>23-72-71-44-482 NRCNTSVC-Vehicle Repair Mtc</b> RED BEARD GARAGE	Public Transit Fund VEHICLE REPAIR	Transit - Administration 9739	Public Works 02/16/2024	1,215.51	
Total Transit - Administration:				3,070.01	
Total Public Works:				3,070.01	
Total Public Transit Fund:				3,070.01	
<b>Street Fund</b>					
<b>24-41-41-43-331 Professional Engineering Svcs</b> MAINELLI WAGNER & ASSOCIATES	Street Fund ROUTINE BRDIGE INSPECTIONS	Streets 150703	Public Works 01/10/2024	3,113.00	
<b>24-41-41-44-441 Electricity</b> COA UTILITIES	Street Fund ELECTRIC	Streets 03-05-2024 UTI	Public Works 02/27/2024	90.02	02/27/2024
<b>24-41-41-45-526 Other Supplies</b> IDEAL LINEN INC	Street Fund MOPS AND MATS	Streets 11210609	Public Works 02/20/2024	19.65	
<b>24-41-41-45-526 Other Supplies</b> WYOMING FIRST AID & SAFETY SU	Street Fund FIRST AID KIT SUPPLIES	Streets 80006026	Public Works 02/20/2024	87.90	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>24-41-41-45-563 Cleaning Supplies</b>	Street Fund	Streets	Public Works		
IDEAL LINEN INC	TOWELS	11210608	02/20/2024	50.83	
<b>24-41-41-45-563 Cleaning Supplies</b>	Street Fund	Streets	Public Works		
IDEAL LINEN INC	TOWELS	11209631	02/13/2024	50.83	
<b>24-41-41-45-565 Signs</b>	Street Fund	Streets	Public Works		
BARCO MUNICIPAL PRODUCTS INC	Assorted street signs	IN-248230	02/07/2024	5,251.24	
<b>24-41-41-46-645 Road Ice Control</b>	Street Fund	Streets	Public Works		
NEBRASKA SALT & GRAIN COMPAN	Ice Slicer	71805	02/23/2024	4,927.51	
Total Streets:				13,590.98	
Total Public Works:				13,590.98	
Total Street Fund:				13,590.98	
<b>Retired Senior Vol Program</b>					
<b>26-71-70-42-298 Recognition Program</b>	Retired Senior Vol P	Retired Senior Vol Program	Cultural and Leisure		
NEBRASKA TOTAL OFFICE	LABELS	0124529-001	02/15/2024	22.99	
<b>26-71-70-42-298 Recognition Program</b>	Retired Senior Vol P	Retired Senior Vol Program	Cultural and Leisure		
NEBRASKA TOTAL OFFICE	COPIES FOR PARTY	0124526-001	02/15/2024	23.75	
<b>26-71-70-45-511 Office Supplies</b>	Retired Senior Vol P	Retired Senior Vol Program	Cultural and Leisure		
NEBRASKA TOTAL OFFICE	OFFICE SUPPLIES	0124564-001	02/20/2024	56.68	
Total Retired Senior Vol Program:				103.42	
Total Cultural and Leisure Services:				103.42	
Total Retired Senior Vol Program:				103.42	
<b>Adminstration Internal Service</b>					
<b>51-13-13-44-423 Database Subscriptions</b>	Adminstration Intern	Personnel	Personnel		
PAYLOCITY CORPORATION	COMPLETE HCM SOLUTION	INV1893627	02/20/2024	3,619.66	
Total Personnel:				3,619.66	
Total Personnel:				3,619.66	
<b>51-14-16-47-735 Claim Deductibles, Dividends</b>	Adminstration Intern	Risk Management	Legal		
TODD'S BODY & FRAME SHOP	VEHICLE BODY REPAIRS	28EE9A8F	01/09/2024	8,637.25	
Total Risk Management:				8,637.25	
Total Legal:				8,637.25	
<b>51-17-17-44-423 Database Subscriptions</b>	Adminstration Intern	MIS	Technology		
ENVIRONMENTAL SYSTEMS RESE	Annual ESRI subscription	94663585	02/12/2024	3,793.49	
<b>51-17-17-44-451 Telephone Line Expense</b>	Adminstration Intern	MIS	Technology		
CHARTER COMMUNICATIONS	176247201	176247201021	02/14/2024	15.82	
Total MIS:				3,809.31	
Total Technology:				3,809.31	
Total Adminstration Internal Service:				16,066.22	

**Enterprise Internal Service**

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>55-21-23-44-436 Mail, Delivery Services</b> POSTMASTER	Enterprise Internal S ACCOUNT MAINTAINENCE FEE	Utility Customer Service 150692	Finance 02/15/2024	930.00	02/15/2024
<b>55-21-23-44-462 Mail Machine Lease</b> QUADIENT LEASING USA INC	Enterprise Internal S MAIL MACHINE LEASE	Utility Customer Service Q1208398	Finance 02/17/2024	705.00	
<b>55-21-23-45-511 Office Supplies</b> AMY WAGNER	Enterprise Internal S KEYBORAD AND MOUSE	Utility Customer Service REIMBURSEM	Finance 02/27/2024	16.04	
<b>55-21-23-45-511 Office Supplies</b> AMY WAGNER	Enterprise Internal S SELF INKING PADS FOR DEPOSIT	Utility Customer Service REIMBURSEM	Finance 02/27/2024	12.83	
<b>55-21-23-45-511 Office Supplies</b> AMY WAGNER	Enterprise Internal S INVOICE NUMBERING MACHINE IN	Utility Customer Service REIMBURSEM	Finance 02/27/2024	4.48	
<b>55-21-23-45-511 Office Supplies</b> AMY WAGNER	Enterprise Internal S TELEPHONE CORDSD AND STAPLE	Utility Customer Service REIMBURSEM	Finance 02/27/2024	38.11	
<b>55-21-23-45-526 Other Supplies</b> AMY WAGNER	Enterprise Internal S ACCOUNTING BATHROOM CLEANI	Utility Customer Service REIMBURSEM	Finance 02/27/2024	12.31	
Total Utility Customer Service:				1,718.77	
Total Finance:				1,718.77	
<b>55-51-56-43-379 Other Contract Operating Svcs</b> IDEAL LINEN INC	Enterprise Internal S MOPS AND MATS	Warehouse 11210609	Utiltiy Superintenden 02/20/2024	38.30	
<b>55-51-56-44-441 Electricity</b> COA UTILITIES	Enterprise Internal S ELECTRIC	Warehouse 03-05-2024 UTI	Utiltiy Superintenden 02/27/2024	5,557.92	02/27/2024
<b>55-51-56-44-442 Water-Sewer</b> COA UTILITIES	Enterprise Internal S WATER / SEWER	Warehouse 03-05-2024 UTI	Utiltiy Superintenden 02/27/2024	23.42	02/27/2024
<b>55-51-56-44-443 Refuse</b> COA UTILITIES	Enterprise Internal S REFUSE	Warehouse 03-05-2024 UTI	Utiltiy Superintenden 02/27/2024	120.10	02/27/2024
<b>55-51-56-59-940 Capital Outlay-Office Equip</b> CENTURY BUSINESS PRODUCTS	Enterprise Internal S Kyocera Copier	Warehouse B210583	Utiltiy Superintenden 02/14/2024	6,076.25	
Total Warehouse:				11,815.99	
Total Utiltiy Superintendent:				11,815.99	
Total Enterprise Internal Service:				13,534.76	
<b>Health Care Internal Service</b>					
<b>57-81-81-42-231 Employee Life Insurance</b> REGIONAL CARE, INC.	Health Care Internal EMPLOYEE LIFE INSURANCE	Health Support FEB-24	Personnel 02/27/2024	.00	
<b>57-81-81-42-231 Employee Life Insurance</b> UNUM LIFE INSURANCE COMPANY	Health Care Internal EMPLOYEE LIFE INSURANCE #091	Health Support FEB 24	Personnel 02/05/2024	836.00	02/16/2024
<b>57-81-81-42-281 Specific Premium</b> REGIONAL CARE, INC.	Health Care Internal SPECIFIC PREMIUM	Health Support FEB-24	Personnel 02/27/2024	31,232.76	02/27/2024
<b>57-81-81-42-285 Transplant Coverage</b> REGIONAL CARE, INC.	Health Care Internal TRANSPANAT COVERAGE	Health Support FEB-24	Personnel 02/27/2024	1,116.46	02/27/2024
<b>57-81-81-42-286 Aggregate Premium</b> REGIONAL CARE, INC.	Health Care Internal AGGREGATE PREMIUM	Health Support FEB-24	Personnel 02/27/2024	1,110.20	02/27/2024
<b>57-81-81-42-287 Employee Claims</b> REGIONAL CARE, INC.	Health Care Internal HEALTH CLAIMS	Health Support HC-02262024	Personnel 02/26/2024	64,973.20	02/27/2024
<b>57-81-81-42-288 Employee Insurance Admin</b> REGIONAL CARE, INC.	Health Care Internal EMPLOYEE INSURANCE ADMIN	Health Support FEB-24	Personnel 02/27/2024	2,213.55	02/27/2024
<b>57-81-81-42-289 Vision Premium</b> REGIONAL CARE, INC.	Health Care Internal VISION	Health Support FEB-24	Personnel 02/27/2024	1,235.40	02/27/2024
<b>57-81-81-43-379 Other Contract Operating Svcs</b> REGIONAL CARE, INC.	Health Care Internal HAYS PREMIUM	Health Support FEB-24	Personnel 02/27/2024	2,500.00	02/27/2024

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 Health Support:				105,217.57	
Total Personnel:				105,217.57	
Total Health Care Internal Service:				105,217.57	
Grand Totals:				365,694.69	

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

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

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

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

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

[Report].Invoice Number = {NOT LIKE} "1249383" {AND} {NOT LIKE} "1250977"

[Report].Invoice Number = {OR} {IS NULL}

# MEMORANDUM

**To:** SHELBI PITT, CITY CLERK  
**From:** TROY SHOEMAKER, FIRE CHIEF  
**Date:** FEBRUARY 14, 2024  
**Subject:** UPDATED AVFD ROSTER

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BELOW IS OUR ROSTER WITH OUR STRENGTH CURRENTLY BEING **42** VOLUNTEERS.

1. PATRICK AERNI
2. JACOB BEALS
3. ELIJAH BUDD
4. JOSHUA CARR
5. JOHN DAHLBERG
6. TONY DENTLER
7. SERON DILLARD
8. KIM GALYEN
9. DAN GILROY
10. SHAWN GREEN
11. JESSE (KENT) GRIFFEN
12. **BRANDON GUMM - ADD 2/13/24**
13. YENISEY YADIRA HEREDIA
14. RON HERRMAN
15. NICHOLAS HINMAN
16. MASON HOLMES
17. KEN HUFF
18. MEGAN HUFF
19. JOSH JENSEN
20. EARL JONES
21. MARTY JONES
22. JEFFERY JURADO
23. CODI LASHLEY
24. ALLEN LORENSEN
25. MAURICIO MALDONADO
26. JEFF MEER
27. DAVID MEGGISON
28. KELLY MILDEBRANDT
29. ALEXIS MURRAY
30. RANDY PRALL
31. THEODORE ROZMIAREK
32. BRAD SCHRUM
33. LAURA SHOEMAKER
34. TROY SHOEMAKER
35. MEAGAN SHREWSBURY
36. TROY STRANG
37. HOWARD J. TAYLOR III
38. FRANK THOMPSON
39. GROVER THOMPSON
40. **TAYLOR VOGEL - DROPPED 2/13/24**
41. LEROY WEARE
42. ANTHONY WILCOX
43. DOROTHY ZANDER

RESOLUTION NO. 24-15

*WHEREAS*, Mara Andersen was a duly elected and serving council member of the City of Alliance, Nebraska, serving a term from December 6, 2022 through December 1, 2026; and

*WHEREAS*, on March 5, 2024, Mara Andersen tendered his resignation in writing from the position of council member to the City Council of the City of Alliance, Nebraska, pursuant to Neb. Rev. Stat. § 32-562(8); and

*WHEREAS*, the City Council of the City of Alliance, Nebraska, has received the resignation and will accept the resignation of Mara Andersen as council member of the City of Alliance, Nebraska;

NOW, THEREFORE, BE IT RESOLVED BY the City Council of the City of Alliance Nebraska, that the City Council of the City of Alliance, Nebraska accepts the resignation of Mara Andersen as council member pursuant to Neb. Rev. Stat. § 32-562; and

BE IT FURTHER RESOLVED BY the City Council of the City of Alliance, Nebraska that a vacancy of the council member office is declared pursuant to Neb. Rev. Stat. § 32-560(1), and the vacancy is directed to be filled pursuant to Neb. Rev. Stat. § 32-568(7) by an appointment of a registered voter of the City until the next regular City election on November 5, 2024, and following the next regular City election by the successful candidate at such election, for the remainder of the term expiring December 1, 2026;

BE IT FURTHER RESOLVED BY the City Council of the City of Alliance, Nebraska that notice of this vacancy shall be provided and applications to fill the vacancy by appointment until the first meeting in December following the November 5, 2024 regular election shall be accepted by the City Council of the City of Alliance, Nebraska.

PASSED AND APPROVED this 5<sup>th</sup> day of March, 2024.

(SEAL)

\_\_\_\_\_  
Earl Jones, Mayor

Attest:

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

Approved as to Form and Legality:

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

February 3, 2024

Dear City Councilmembers,

It is with sadness that I inform you of my intent to resign from serving on the Alliance City Council effective March 5, 2024. My husband and I have decided to pursue a job opportunity that will move us out of the state.

It has been an honor to serve alongside you all. I sincerely appreciate the opportunity to do so, and I wish you, and the citizens of Alliance, success on upcoming projects and initiatives. Alliance has been a great place to call home. I know it will continue to be because of people like you who are willing to get involved – most especially when it is hard or unpopular. Thank you all for your dedication. You are appreciated.

Sincerely,

Mara Andersen

RESOLUTION NO. 24-16

WHEREAS, the City of Alliance is an authorized member with the Western Area Power Administration (WAPA); and,

WHEREAS, City has received an updated 14-RMR-2546 (Contract); and,

WHEREAS, the 14-RMR-2546 (Contract) sets forth the Scheduling Accounting, and Billing Procedures (SABP); and,

*NOW, THEREFORE, BE IT RESOLVED*, by the Mayor and City Council of Alliance, Nebraska, that the Mayor is authorized to execute the 14-RMR-2546 (Contract) with Western Area Power Administration (WAPA).

*BE IT FURTHER RESOLVED*, that City staff is authorized to comply with the terms and conditions of the agreement as soon as it has been executed by all parties.

PASSED AND APPROVED this 5<sup>th</sup> day of March, 2024.

\_\_\_\_\_  
Earl Jones, Mayor

(SEAL)

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

Approved as to Form and Legality:

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

SCHEDULING, ACCOUNTING, AND BILLING PROCEDURE

BETWEEN

CITY OF ALLIANCE, NEBRASKA

AND

UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION  
ROCKY MOUNTAIN REGION

LOVELAND AREA PROJECTS

1. INTRODUCTION: This Procedure between the Western Area Power Administration (WAPA) and the City of Alliance, Nebraska (Alliance/Contractor), sets forth the Scheduling, Accounting, and Billing Procedure (SABP) to Contract No. 14-RMR-2546 (Contract).

2. PURPOSE: To identify the SABP for the Contract for Alliance. The SABP is intended to implement the terms of the Contract but not to modify or amend the Contract.

2.1 SCOPE: The SABP is subordinate to the Contract, as amended, and to applicable Letter Agreements.

<u>CONTRACT NO.</u>	<u>TYPE</u>	<u>TERMINATION DATE</u>
14-RMR-2546	Loveland Area Projects (LAP) Firm Electric Service	September 30, 2054

2.2 REFERENCE: Loveland Area Projects – 2025 Power Marketing Initiative (78 FR 79444) (2025 PMI).

3. TERM: This SABP shall become effective on October 1, 2024, supersedes Alliance’s previous SABP, and shall remain in effect until superseded by a revised SABP or upon termination of the Contract listed in Section 1 above.

4. DEFINITIONS:

Billing Period: The Billing Period for LAP power is a calendar month.

Contingency: Contingency means the sudden loss of generation and/or contingent capacity dedicated at that time to meeting the Contractor’s own network Load. For purposes of this SABP,

“Contingency” is substituted for “Emergency” as set forth in the Contract.

- EMMO: WAPA’s Energy Management and Marketing Office (EMMO) located in Montrose, Colorado.
- Hourly Schedule: The Hourly Schedule requested by Alliance in accordance with its Contract. The Contract specifies the minimum hourly energy delivery as well as the monthly capacity not to be exceeded in any one (1) hour except for rounding (see Section 5.3 below).
- LAP Deliveries: Delivery of LAP firm energy and pumped-storage energy.
- Load: Alliance’s Load within the area served under WAPA’s 2025 PMI.

For purposes of this procedure, onpeak and offpeak hours shall be defined by NERC criteria, or as modified by future NERC communication, as follows:

Offpeak period: Monday through Saturday: Hour Ending (HE) 0100 - HE 0700 MPT\*; and HE 2400 MPT\*;  
Sunday and NERC designated holidays: HE 0100 through HE 2400 MPT\*

Onpeak period: HE 0800 – HE 2300 MPT\* Monday through Saturday.

\*Mountain Prevailing Time, which is Daylight Savings or Standard Time, whichever is prevailing in Colorado.

Support Energy: Energy purchased by WAPA on behalf of Alliance on a pass-through cost basis in accordance with Section 9 of Alliance’s firm electric service contract identified in Section 1.

## 5. SCHEDULING PROCEDURES:

- 5.1 Contractors shall identify and provide individual Hourly Schedules for all LAP Deliveries, Support Energy and pumped-storage return energy. WAPA reserves the right to adjust Hourly Schedules to comply with the Contract and this SABP.
- 5.2 The Hourly Schedules will be in whole megawatts to accommodate standard industry practices. The schedules shall be rounded up or down to whole megawatts and applied to the individual schedules. The total scheduled megawatts will not exceed the maximum Contract Rate of Delivery (CROD) by more than one (1) megawatt, or fall short of the minimum CROD by more than one (1) megawatt. Further, the total energy delivered for the month shall not exceed the monthly energy obligation.

- 5.3 Initial Schedules. Using the WAPA Web Scheduler application, Alliance will provide the EMMO an Hourly Schedule of LAP capacity and energy in accordance with the Contract and the following procedures:
- 5.3.1 Pumped-Storage Return Energy. Alliance will provide Hourly Schedules for pumped-storage return energy by 2:00 p.m., two (2) business days prior to the requested day of delivery. WAPA will sum all customers' pumped-storage energy schedules and determine if any reduction in pumped-storage energy schedules are required due to Mt. Elbert limitations or outages.
- 5.3.1.1 If WAPA requires reductions to pumped-storage energy schedules due to Mt. Elbert limitations or outages, the pumped-storage energy schedules will be revised pro rata by multiplying each customer's pumped-storage energy schedule by the ratio of pumped-storage available to the total of all customers' pumped-storage energy requests.
- 5.3.1.2 If WAPA does not notify Alliance that WAPA has reduced the pumped-storage energy schedule by 3:00 p.m. two (2) business days prior to the requested day of delivery, that schedule is accepted as originally requested.
- 5.3.1.3 If WAPA notifies Alliance that WAPA has reduced the pumped-storage energy schedule by 3:00 p.m. two (2) business days prior to the requested day of delivery, Alliance may increase its LAP firm energy schedule by 5:00 p.m. that same day to compensate for the pumped-storage energy schedule reduction.
- 5.3.1.4 If Alliance does not notify WAPA by 5:00 p.m. MPT of increases to its LAP firm energy schedule, LAP firm energy schedule increases will not be accepted.
- 5.3.1.5 Alliance must schedule pumped-storage return energy during the offpeak time periods outlined in Section 4.
- 5.3.2 LAP Deliveries and Support Energy. Alliance will provide Hourly Schedules for LAP Deliveries and Support Energy by 5:00 p.m. two (2) business days prior to the requested day of delivery. If Alliance does not provide schedules prior to the deadline, WAPA will provide only the LAP firm energy schedules at the Contract-specific minimum deliveries.
- 5.4 Schedule Changes. Alliance may change its Hourly Schedules after the schedules have been submitted in accordance with Section 5.3 above subject to the following conditions:

- 5.4.1 In the case of a Contingency, Alliance may request a change in its LAP firm energy schedule up to the full monthly entitlement for that time period after operating reserves received by Alliance have been exhausted. For example, in the case where an operational reserve group (or designated reserve supplier) replaces Alliance's loss of generation for a period of up to two (2) hours, the LAP Contingency would be defined as beginning in the third hour. For purposes of LAP scheduling, no other Load resource change will be considered a Contingency except for a forced, unplanned outage as addressed in Section 5.4.2 below.
- 5.4.2 For an unplanned outage, WAPA will make every effort to accommodate changes to the scheduled LAP firm energy service.
- 5.4.3 With at least ninety (90) minutes advance notice (e.g., by 8:30 a.m. for the HE 1100 a.m.), Alliance may request a LAP firm energy schedule change(s); Provided, That the change(s) is for the sole purpose of meeting changes to Alliance's Load within the area served under the 2025 PMI, and; Provided further, That the change(s) cannot be made to respond for intermittent resources, and; Provided further, That upon acceptance by WAPA, the schedule change(s) must be supported by documentation indicating that Alliance's Load changed by at least the same amount, and in the same direction, as requested in the schedule change(s).
- 5.4.4 Alliance will, by the close of the next business day following the day in which a change(s) was made pursuant to Section 5.4.3 above, submit to WAPA's EMMO, Alliance's Load information for each hour that the change(s) was made. If Alliance fails to submit the revised Load information by the close of the next business day or fails to submit the revised information at all, Alliance will be charged for all costs WAPA incurs.
  - 5.4.4.1 Upon WAPA's review, if the information supports the need for the change(s) to the schedules pursuant to Section 5.4.3 above, the schedule change(s) will be considered to be power delivered under Alliance's Contract.

5.5 WAPA reserves the right to limit a schedule change that may negatively impact water or transmission system operations.

## 6. ACCOUNTING PROCEDURES:

6.1 The accounting period for capacity and energy use, and the LAP power Billing Period shall be the calendar month. The monthly check-outs will be shown in whole megawatt hours and megawatts in accordance with standard industry practices.

- 6.2 Alliance is responsible for losses associated with delivery of all Federal power beyond the Federal Point(s) of Delivery.
- 6.3 Power Factor Accounting and Compliance Procedures. WAPA will monitor Alliance's power factor to determine whether it is complying with the power factor provisions of Section 14 of the Contract. In the event the power factor standard is not in compliance:
- 6.3.1 WAPA will notify Alliance that it is out of compliance and the power factor needs to be corrected. WAPA will work with Alliance to correct the power factor. WAPA may, after giving Alliance ninety (90) days' written notice to correct the condition or such additional time as warranted by circumstances, make delivery system improvements associated with power factor correction, at Alliance's expense, to WAPA's system or to the system used by Alliance with the agreement of Alliance and/or Third Party Service Provider. If WAPA is required to pay for delivery system improvements associated with power factor correction on the systems of its transmission agents, which are attributable to conditions on the system used by Alliance, Alliance shall pay for the cost of such improvements.

7. BILLING PROCEDURES:

- 7.1 Firm Capacity. The number of kilowatts billed as firm capacity in any Billing Period shall be the seasonal CROD. The CROD shall be billed monthly according to applicable rate schedules.
- 7.1.1 Any costs WAPA incurs for Alliance's over or under scheduling the LAP allocation will be passed through to Alliance.
- 7.2 Firm Energy. Firm energy shall be billed monthly. The number of kilowatthours billed monthly as firm energy shall be the lower of the monthly energy entitlement listed in Exhibit A of the Contract, or the scheduled energy.
- 7.2.1 If Alliance under-schedules its monthly energy entitlement, Alliance will be billed for the quantity of energy actually scheduled.
- 7.2.2 If Alliance overschedules its monthly energy entitlement, Alliance will be billed for its monthly energy entitlement according to applicable rate schedules. For energy (and associated losses) scheduled over and above Alliance's monthly energy entitlement, Alliance will be billed at that month's average energy purchase price as determined by the EMMO.

8. METER POINTS: For a complete list of meter points by point of delivery and voltage, refer to Exhibit A to the Contract, Section 5, Points of Delivery and Voltages.

WESTERN AREA POWER ADMINISTRATION

By: \_\_\_\_\_  
David Neumayer

Title: Vice President of Power Marketing  
for Rocky Mountain Region

Address: Western Area Power Administration  
P.O. Box 3700  
Loveland, CO 80539-3003

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

CITY OF ALLIANCE, NEBRASKA

By: \_\_\_\_\_  
Earl Jones

Title: Mayor

Address: City of Alliance  
324 Laramie Avenue  
Alliance, NE 69301

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

DELIVERY OBLIGATION

1. This Exhibit A, to be effective under and as a part of Contract No. 14-RMR-2546, dated as of the date both Parties have signed below (Effective Date), hereinafter called the Contract, will remain in effect until superseded by another Exhibit A; Provided, That this Exhibit A or any superseding Exhibit A will terminate upon expiration or termination of the Contract.
  
2. SEASONAL ENERGY AND CONTRACT RATES OF DELIVERY FOR FIRM POWER:
  - 2.1 Subject to changes as provided in Sections 5 and 7.6 of the Contract, beginning on October 1, 2024, and continuing through the end of the calendar day on September 30, 2034, the Seasonal Energy during the Winter Season will be 3,469,841 kilowatt-hours; and the Seasonal Energy during the Summer Season will be 5,108,074 kilowatt-hours.
  
  - 2.2 Subject to changes as provided in Sections 5 and 7.6 of the Contract, beginning on October 1, 2024, and continuing through the end of the calendar day on September 30, 2034, the CROD for firm electric service during the Winter Season will be 2,130 kilowatts, and the CROD for the Summer Season will be 2,970 kilowatts.

3. MONTHLY ENERGY: The Monthly Energy is prorated to the Point(s) of Delivery based upon each Point of Delivery's share of the CROD as set forth in Section 5 of this Exhibit A. Pursuant to Sections 7.1 and 7.2 of the Contract, the amounts of Monthly Energy based upon the percentages of Seasonal Energy that Contractor is entitled to use each month are as follows:

<u>Winter Season</u>	<u>MONTHLY ENERGY</u> (kWh)	<u>PERCENT OF</u> <u>SEASONAL ENERGY</u> (%)
October	586,403	16.9
November	586,403	16.9
December	641,921	18.5
January	624,571	18.0
February	492,717	14.2
March	<u>537,826</u>	<u>15.5</u>
TOTAL WINTER SEASON ENERGY:	3,469,841	100

<u>Summer Season</u>	<u>MONTHLY ENERGY</u> (kWh)	<u>PERCENT OF</u> <u>SEASONAL ENERGY</u> (%)
April	745,779	14.6
May	781,535	15.3
June	899,021	17.6
July	1,123,776	22.0
August	899,021	17.6
September	<u>658,942</u>	<u>12.9</u>
TOTAL SUMMER SEASON ENERGY:	5,108,074	100

4. MONTHLY CAPACITY: The monthly percentages of CROD listed below are applied to the CROD at the Point(s) of Delivery set forth in Section 5 of this Exhibit A. Pursuant to Sections 7.1 and 7.2 of the Contract, Contractor's Monthly Capacity based upon the percentages of the CROD listed below are as follows:

<u>Winter Season</u>	<u>MONTHLY CAPACITY</u> (kW)	<u>PERCENT OF CROD</u> (%)
October	1,972	92.6
November	1,943	91.2
December	2,130	100.0
January	2,072	97.3
February	1,926	90.4
March	1,747	82.0

<u>Summer Season</u>	<u>MONTHLY CAPACITY</u> (kW)	<u>PERCENT OF CROD</u> (%)
April	2,453	82.6
May	2,302	77.5
June	2,762	93.0
July	2,970	100.0
August	2,611	87.9
September	2,536	85.4

5. POINTS OF DELIVERY AND VOLTAGES: The firm electric service sold under this Contract is delivered at the following point(s) and voltage(s) as provided in Section 7.4 of the Contract:

<u>POINT OF DELIVERY</u>	<u>NOMINAL VOLTAGE</u> (kV)	<u>CROD</u>	
		<u>Winter</u> (kW)	<u>Summer</u> (kW)
Alliance Substation	115		
TOTAL:		2,130	2,970

6. MINIMUM HOURLY DELIVERY: Contractor's Minimum Hourly Delivery, as provided for in Section 7.3 of the Contract, is:

<u>Winter Season</u>	<u>MINIMUM HOURLY DELIVERY</u> (kW)	<u>PERCENT OF CROD</u> (%)
October	405	19
November	405	19
December	469	22
January	447	21
February	362	17
March	362	17

<u>Summer Season</u>	<u>MINIMUM HOURLY DELIVERY</u> (kW)	<u>PERCENT OF CROD</u> (%)
April	564	19
May	624	21
June	713	24
July	950	32
August	743	25
September	505	17

7. This Exhibit A may be modified as provided in Section 17 of the Contract.

The Parties have caused this Exhibit A to be duly executed on the Effective Date.

WESTERN AREA POWER ADMINISTRATION

By: \_\_\_\_\_  
David Neumayer

Title: Vice President of Power Marketing  
for Rocky Mountain Region

Address: Western Area Power Administration  
P.O. Box 3700  
Loveland, CO 80539-3003

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

CITY OF ALLIANCE, NEBRASKA

(SEAL)

By: \_\_\_\_\_  
Earl Jones

Title: Mayor

Address: City of Alliance  
324 Laramie Avenue  
Alliance, NE 69301

Attest:

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

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

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

MAXIMUM PURCHASE OBLIGATION

1. This Exhibit B, to be effective under and as a part of Contract No. 14-RMR-2546, dated the date both Parties have signed below (Effective Date), hereinafter called the Contract, will remain in effect until superseded by another Exhibit B; Provided, That this Exhibit B or any superseding Exhibit B will terminate upon expiration or termination of the Contract.
2. The maximum amounts of capacity to be purchased by WAPA (previously referred to as Western and henceforth referred to as WAPA or Western), for Contractor pursuant to Section 7.6.4 of the Contract are the monthly amounts set forth below:

<u>Winter Season</u>	<u>AMOUNT TO BE PURCHASED</u> (kW)
October	103
November	97
December	110
January	107
February	110
March	123

<u>Summer Season</u>	<u>AMOUNT TO BE PURCHASED</u> (kW)
April	141
May	128
June	99
July	158
August	137
September	133

3. This Exhibit B may be modified as provided in Section 17 of the Contract.

The Parties have caused this Exhibit B to be duly executed on the Effective Date.

WESTERN AREA POWER ADMINISTRATION

By: \_\_\_\_\_  
David Neumayer

Title: Vice President of Power Marketing  
for Rocky Mountain Region

Address: P.O. Box 3700  
Loveland, CO 80539-3003

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

CITY OF ALLIANCE, NEBRASKA

(SEAL)

By: \_\_\_\_\_  
Earl Jones

Title: Mayor

Address: City of Alliance  
324 Laramie Avenue  
Alliance, NE 69301

Attest:

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

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

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

RENEWABLE ENERGY CREDITS

1. This Exhibit E, to be effective on the date both Parties have signed below (Effective Date), under and as a part of Contract No. 14-RMR-2546, hereinafter called the Contract, will remain in effect until superseded by another Exhibit E; Provided, That this Exhibit E or any superseding Exhibit E will terminate upon expiration or termination of the Contract, or if Contractor discontinues its participation in the LAP Renewable Energy Credit (REC) Program pursuant to Section 4.5 of this Exhibit E.
  
2. In accordance with Section 16 of the Contract, this Exhibit E provides the terms and conditions under which WAPA will issue LAP-generated hydropower RECs through its LAP REC Program. The principles by which WAPA will administer the LAP REC Program, "Loveland Area Projects Renewable Energy Credit Program Principles," are posted on WAPA's website, or as alternatively made available by WAPA. The LAP REC Program Principles may be updated periodically at WAPA's sole discretion.
  
3. WAPA will:
  - 3.1 Provide Contractor an opportunity to receive LAP RECs from firm electric energy generated by LAP hydropower facilities and received by Contractor during a calendar year. Contractor's annual participation in the LAP REC Program will continue until WAPA receives written notification from Contractor that it is discontinuing its participation in the LAP REC Program pursuant to Section 4.5 of this Exhibit E.

- 3.2 Create a subaccount for Contractor under WAPA's primary account in the Western Renewable Energy Generation Information System (WREGIS) unless Contractor informs WAPA of its already established WREGIS account.
  
- 3.3 Allocate RECs based upon Contractor's portion of the total firm energy generated from LAP hydropower facilities during each calendar year, in the ratio of one (1) REC to one (1) megawatt-hour (MWh) generated. RECs will be allocated from more limited WAPA resources such as Colorado small hydroelectric generators and Wyoming small hydroelectric generators based on Contractor's preference listed in Section 6 of this Exhibit E. Purchase power, including purchase power from renewable sources, is not part of the LAP REC Program. If the sum of allocated energy for all LAP REC Program participants is higher than the LAP hydropower generation in a calendar year, RECs generated under the LAP REC Program will be allocated to each LAP REC Program participant based on the participant's pro-rated share of annual LAP energy provided under its firm electric service contract.
  
- 3.4 As soon as practical, in each calendar year, transfer allocated RECs generated in the previous calendar year to a WREGIS subaccount in the name of Contractor or to Contractor's WREGIS account.
  
- 3.5 Administer the LAP REC Program, which may include auditing Contractor's REC accounting.

4. Contractor will:

- 4.1 Establish an agreement with WREGIS to enable login rights to the subaccount created by WAPA, or inform WAPA in writing of an already existing account with WREGIS.
- 4.2 Determine and interpret any Renewable Portfolio Standard or other requirements, and determine the manner in which RECs may be applicable to the requirements.
- 4.3 Be entitled to transfer RECs only to its constituent members in the LAP Marketing Area as defined in the 2025 PMI. Contractor may not sell and/or trade for value LAP Program RECs under any circumstances, and must ensure that any RECs that are transferred to members are not sold and/or traded for value.
- 4.4 As necessary, open and utilize its own WREGIS account to permanently retire RECs in accordance with compliance obligations or for any other reason. Contractor is responsible for paying any associated retirement fees.
- 4.5 Submit a written request to WAPA by October 1 if it desires to discontinue its participation in the LAP REC Program or modify its preference for RECs from limited WAPA resources. If Contractor discontinues its participation in the LAP REC Program, this Exhibit E terminates, and Contractor must enter into a new Exhibit E to participate in the LAP REC Program. WAPA will have the sole

discretion to determine whether the timing of Contractor's re-entry into the LAP REC Program allows it to receive RECs for the year requested.

5. Compensation: WAPA provides the RECs at no additional charge to Contractor as an added value to the firm electric service WAPA provides under this Contract.
  
6. Preferences for Renewable Energy Credits from Limited WAPA Resources: The preference indicated below will not impact the total amount of RECs received, but it may impact the source of the RECs transferred from WAPA's WREGIS account to Contractor's WREGIS account or subaccount. In addition to RECs from large hydroelectric generation (>30 MW), Contractor prefers to receive a pro-rated share of RECs from the following limited WAPA resources:
  - 6.1  Colorado Small Hydroelectric Generation (<30 MW)
  
  - 6.2  Wyoming Small Hydroelectric Generation (<30 MW)
  
  - 6.3  Large Hydroelectric Generation (Default Option)
  
7. This Exhibit E may be modified as provided in Section 17 of the Contract.

The Parties have caused this Exhibit E to be duly executed on the Effective Date.

WESTERN AREA POWER ADMINISTRATION

By: \_\_\_\_\_  
David Neumayer

Title: Vice President of Power Marketing  
for Rocky Mountain Region

Address: Western Area Power Administration  
P.O. Box 3700  
Loveland, CO 80539-3003

CITY OF ALLIANCE, NEBRASKA

By: \_\_\_\_\_  
Earl Jones

Title: Mayor

Address: City of Alliance  
324 Laramie Avenue  
Alliance, NE 69301

(SEAL)

Attest:

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

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

# Narrative

## March 5, 2024



### RESOLUTION – AIRPORT TRACTOR PURCHASE

The Airport 2023-24 budget includes a capital purchase of a tractor with cab. This tractor will replace an existing 2000 Case C-90 tractor. Staff were looking for a tractor capable of pulling the current John Deere flex wing rotary 1,000 RPM mower with a higher horsepower than the current tractor. The tractor did not need to have loader attachment because the airport has a loader that is used. Both dealers visited the airport to inspect the current mower and look at the areas that the tractor was used to ensure that the airport was buying a tractor that would meet their needs. Quotes were requested from both Alliance Tractor and 21<sup>st</sup> Century, who offered SourceWell pricing.

<b>Vendor</b>	<b>Description</b>	<b>Bid</b>
Alliance Tractor & Implement Co Alliance, NE	New 2022 New Holland Workmaster 105 Tractor	<b>\$67,966.00</b>
21 <sup>st</sup> Century Equipment, LLC Alliance, NE	New John Deere 5105 M Utility Tractor	<b>\$77,353.64</b>

Staff has recommended the purchase of a New Holland Workmaster 105 Tractor from Alliance Tractor & Implement for \$67,966.00. This tractor has more horsepower than the John Deere and is already built and available. The cost savings of this tractor will still allow staff to purchase the necessary beacon and UNICOM radio needed for operating on the airfield. Those items can be purchased and installed with the amount budgeted for the tractor. The old tractor will be sold at auction during the next auction event held through the City of Alliance. The 2023-24 budget included \$80,000 under GL account 22-41-43-59-950.

**RECOMMENDATION: APPROVE RESOLUTION TO AUTHORIZE THE PURCHASE OF WORKMASTER TRACTOR FROM ALLIANCE TRACTOR & IMPLEMENT.**

RESOLUTION NO. 24-17

*WHEREAS*, The City of Alliance Municipal Airport has the need to purchase a 2022 New Holland Workmaster Tractor; and

*WHEREAS*, The City of Alliance requested two local quotes from vendors who offered SourceWell pricing; and

*WHEREAS*, Funds have been budgeted in the 2023-24 Airport Capital Budget for the purchase of a Tractor; and

*WHEREAS*, Budget authority was approved in the amount of \$80,000.00 for this purchase under GL account 22-41-43-59-950.

*WHEREAS*, Staff is recommending the purchase of the 2022 New Holland Workmaster 105 Tractor from Alliance Tractor & Implement in the amount of Sixty-Seven Thousand Nine Hundred Sixty-Six and no/100ths Dollars (\$67,966.00.00) as they were the lowest.

*NOW, THEREFORE, BE IT RESOLVED* by the Mayor and Council of the City of Alliance, Nebraska, hereby is authorize the purchase of the Workmaster Tractor from Alliance Tractor & Implement in the amount of Sixty-Seven Thousand Nine Hundred Sixty-Six and no/100ths Dollars (\$67,966.00.00) with the funds from GL # 22-41-43-59-950.

PASSED AND APPROVED this 5<sup>th</sup> day of March, 2024.

\_\_\_\_\_  
Earl Jones, Mayor

(SEAL)

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

Approved as to Form and Legality:

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



David Hartung  
Alliance Tractor & Implement Co.  
919 Flack Ave.  
Alliance, NE 69301  
308-762-5010  
308-760-6760

February 7, 2024

City of Alliance - Airport  
Attn: Lynn Placek  
5631 Sarpy Road  
Alliance, NE 69301

**Bid Proposal**

**NEW 2022 New Holland Workmaster 105 Tractor SN# NH1623141**      **Retail Price**      **\$ 79,187.00**

1112 HP 4 Cylinder Turbocharged Diesel Engine, 92HP PTO Rating, Tier 4B Emissions  
Electronic High-Pressure Common Rail, Grid Heater Starting Aid, 120 Amp Alternator  
CEGR(Cooled Exhaust Gas Recirculation) + SCR(Selective Catalytic Reduction) + CUC  
NO Diesel Particulate Matter Filter Replacement or Regen Required  
A-Pillar Exhaust with Guard  
Best in Class Cab, Flat Floor, Left and Right Hand Door, Heat/ A/C, Front and Rear Wiper, Hinged Rear Door  
Fabric Seat with Air Suspension, and Fabric Instructor Seat, Seat Belts on Both, Hand and Foot Throttle Controls  
Adjustable Tint Steering Wheel, Radio, Speakers and Antenna  
12 X 12 Creeper Ready Power Shuttle, 30 KPH / 19 MPH Transmission, Left Hand Shuttle  
12 forward/12 Reverse Speds/4 Synchronized Gears/3 Non-Synchronized Ranges/2 Clutches/5Wet Disc Plates  
MFWD Electro-Hydraulic Limited Slip  
Front Tread Width - 66.5" - 72.9", Rear Tread Width - 63.8" - 79.5"  
12.4-24 R1 Front Tires, 18.4-30 R1 Rear Tires  
Flange Rear Axle, 4 - 55lb. Rear Wheel Weights  
Mechanically Engaged Rear Differential Locks  
540/1000 RPM PTO  
3 Point Hitch with Mechanical Draft Control, Cat I/II Combi Ball End Links, and Telescoping Stabilizers  
3,200lb. 3 Point lift Capacity  
Two Rear Remotes ( 4 Couplers )  
    Open Center System, Detent & Kickout on #2 & Float on #1  
    Dual Gear Pumps  
    Standard 26.6 GPM Hydraulic Flow  
    -16.9 GPM Hydraulic Flow Implement Use, 9.7 GPM Hydraulic Flow Steering/Service Use  
29 Gallon Fuel Tank, 2.9 Gallon Def(Diesel Exhaust Fluid)Tank  
Drawbar

**Sourcewell Price**      **\$ 67,966\*\***

\*\* Pricing reflects current pricing as of 2/7/2024, Unit is in Idaho and available for immediate transfer, and then delivered to Alliance Tractor for inspection. Then delivered to the Alliance Airport.



**JOHN DEERE**

# Selling Equipment



Quote Id: 30332537

Customer Name: CITY OF ALLIANCE

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580  
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

21st Century Equipment, LLC  
1520 West 10th Street  
Alliance, NE 69301  
308-762-5870  
alliance@21stcenturyequip.com

## JOHN DEERE 5105M Utility Tractor

Equipment Notes:

Hours:

Stock Number:

Selling Price \*

Contract: NPP Landscape Equip and UVs PS21030 (PG 5S CG 70)

\$ 77,353.64

Price Effective Date: February 7, 2024

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
19BGPY	5105M Utility Tractor	1	\$ 80,932.00	21.00	\$ 16,995.72	\$ 63,936.28	\$ 63,936.28
<b>Standard Options - Per Unit</b>							
182A	Less AutoTrac™/Less ISOBUS	1	\$ 0.00	21.00	\$ 0.00	\$ 0.00	\$ 0.00
183N	JDLink™ Modem	1	\$ 0.00	21.00	\$ 0.00	\$ 0.00	\$ 0.00
0202	United States	1	\$ 0.00	21.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English Operators Manual	1	\$ 0.00	21.00	\$ 0.00	\$ 0.00	\$ 0.00
0500	Less Package	1	\$ 0.00	21.00	\$ 0.00	\$ 0.00	\$ 0.00
1380	PowrReverser™ 16F/16R 40 km/h	1	\$ 0.00	21.00	\$ 0.00	\$ 0.00	\$ 0.00
1799	Less Loader Prep Package	1	\$ 0.00	21.00	\$ 0.00	\$ 0.00	\$ 0.00
1950	Less Application	1	\$ 0.00	21.00	\$ 0.00	\$ 0.00	\$ 0.00
2055	Standard Cab	1	\$ 14,975.00	21.00	\$ 3,144.75	\$ 11,830.25	\$ 11,830.25
2120	Air Suspension seat	1	\$ 1,058.00	21.00	\$ 222.18	\$ 835.82	\$ 835.82
2400	Less Instructional Seat	1	\$ 0.00	21.00	\$ 0.00	\$ 0.00	\$ 0.00



JOHN DEERE

# Selling Equipment



Quote Id: 30332537

Customer Name: CITY OF ALLIANCE

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580  
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

21st Century Equipment, LLC  
1520 West 10th Street  
Alliance, NE 69301  
308-762-5870  
alliance@21stcenturyequip.com

2511	Mirror Telescopic LH & RH	1	\$ 380.00	21.00	\$ 79.80	\$ 300.20	\$ 300.20
3025	Corner Post Deluxe Exhaust	1	\$ 752.00	21.00	\$ 157.92	\$ 594.08	\$ 594.08
3325	2 Mechanical Stackable Rear SCV	1	\$ 0.00	21.00	\$ 0.00	\$ 0.00	\$ 0.00
3400	Less Mid SCVs	1	\$ -1,170.00	21.00	\$ -245.70	\$ -924.30	\$ -924.30
3830	Three Speed PTO - 540/540E/1000	1	\$ 989.00	21.00	\$ 207.69	\$ 781.31	\$ 781.31
4000	Less Front Hitch	1	\$ 0.00	21.00	\$ 0.00	\$ 0.00	\$ 0.00
4010	Mechanical Rear Hitch Control	1	\$ 0.00	21.00	\$ 0.00	\$ 0.00	\$ 0.00
4110	Telescoping Draft Links with Ball End - Category 2	1	\$ 0.00	21.00	\$ 0.00	\$ 0.00	\$ 0.00
4160	LH Only Adjustment Lift Link	1	\$ 0.00	21.00	\$ 0.00	\$ 0.00	\$ 0.00
4210	Mechanical Center Link with Ball Ends - Category 2	1	\$ 0.00	21.00	\$ 0.00	\$ 0.00	\$ 0.00
4310	Basic Drawbar	1	\$ 0.00	21.00	\$ 0.00	\$ 0.00	\$ 0.00
4420	LH & RH Stabilizer Bar	1	\$ 0.00	21.00	\$ 0.00	\$ 0.00	\$ 0.00
5010	Flange Axle	1	\$ 0.00	21.00	\$ 0.00	\$ 0.00	\$ 0.00
5090	Steel Rear Wheels	1	\$ 0.00	21.00	\$ 0.00	\$ 0.00	\$ 0.00
5133	460/85R30 (18.4R30) R1W Radial	1	\$ 0.00	21.00	\$ 0.00	\$ 0.00	\$ 0.00
5999	No Tire Brand Preference	1	\$ 0.00	21.00	\$ 0.00	\$ 0.00	\$ 0.00
6040	MFWD Front Axle	1	\$ 0.00	21.00	\$ 0.00	\$ 0.00	\$ 0.00
6203	320/85R24 (12.4R24) R1W Radial	1	\$ 0.00	21.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Standard Options Total</b>			<b>\$ 16,984.00</b>		<b>\$ 3,566.64</b>	<b>\$ 13,417.36</b>	<b>\$ 13,417.36</b>
<b>Technology Options/Non-Contract/Open Market</b>							
1900	Less Display	1	\$ 0.00	21.00	\$ 0.00	\$ 0.00	\$ 0.00
1880	Less Receiver	1	\$ 0.00	21.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Technology Options Total</b>			<b>\$ 0.00</b>		<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Value Added Services</b>			<b>\$ 0.00</b>			<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Total</b>							
<b>Total Selling Price</b>			<b>\$ 97,916.00</b>		<b>\$ 20,562.36</b>	<b>\$ 77,353.64</b>	<b>\$ 77,353.64</b>



# Narrative

## March 5, 2024



### **RESOLUTION - ELECTRIC DEPARTMENT PICKUP PURCHASE**

The Electric Department has a 2012 Ford F 250 pickup equipped with a service/utility box. This unit is scheduled for replacement in the 2023/24 budget. Staff have received a bid from Wolf Auto for the purchase of a 2024 Ford F-250 4x4 extended cab pickup. The Wolf Auto quote matches the National Auto Fleet Group quote #37543 of \$57,481.98. The purchase of this unit will come out of Capital Outlay-Vehicles Account #05-51-53-59-960. The total cost of this unit with tax will be \$61,505.72. Staff is currently working on pricing and availability of the replacement utility/service body for this unit. The 2012 Ford will be transferred to the general fund operations.



### **RECOMMENDATION:**

**APPROVE RESOLUTION AUTHORIZING THE PURCHASE OF A 2024 FORD EXTENDED CAB PICKUP FROM WOLF AUTO IN THE AMOUNT OF \$57,481.98**

RESOLUTION NO. 24-18

*WHEREAS*, The City of Alliance Electric Department is desiring to replace our 2012 Ford F-250 equipped with a service/utility box with one new 2024 Ford F-250 4x4 Extended Cab; and

*WHEREAS*, City of Alliance received a bid from Wolf Auto for the purchase; and

*WHEREAS*, Staff is recommending the purchase of a 2024 Ford F-250 4x4 Extended Cab from Wolf Auto, the lowest quote in the amount of Fifty-Seven Thousand Four Hundred Eighty-One and 98/100ths Dollars (\$57,481.98); and

*WHEREAS*, Funding from 2023-24 budget is available for this purchase from the Electric Capital Outlay-Vehicles Account No. 05-51-53-59-960.

*NOW, THEREFORE, BE IT RESOLVED* by the Council of the City of Alliance, Nebraska, that the Mayor be and hereby is authorized to enter into a purchase agreement of a 2024 Ford F-250 4x4 Extended Cab in the amount of Fifty-Seven Thousand Four Hundred Eighty-One and 98/100ths Dollars (\$57,481.98) from Wolf Auto.

*BE IT FURTHER RESOLVED*, that the purchase will be funded as follows: \$57,481.98 from GL # 05-51-53-59-960 titled Capital Outlay-Vehicles.

PASSED AND APPROVED this 5<sup>th</sup> day of March, 2024.

\_\_\_\_\_  
Earl Jones, Mayor

(SEAL)

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

Approved as to Form and Legality:

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

# Narrative

## March 5, 2024



### **RESOLUTION - ELECTRIC DEPARTMENT PICKUP PURCHASE**

The Electric Department has a 2016 Ford F 250 pickup equipped with a service/utility box. This unit is scheduled for replacement in the 2023/24 budget. Staff have received a bid from Wolf Auto for the purchase of a 2023 Ford F-250 Diesel 4x4 extended cab pickup. The Wolf Auto bid is less than a comparable unit through the National Auto Fleet Group. The bid price is \$63,840.50. The purchase of this unit will come out of Capital Outlay-Vehicles Account #05-51-53-59-960. The total cost of this unit with tax will be \$68,309.34. Staff is currently working on pricing and availability of the replacement utility/service body for this unit. The 2016 Ford will be transferred to the general fund operations.



### **RECOMMENDATION:**

**APPROVE RESOLUTION AUTHORIZING THE PURCHASE OF A 2023 FORD DIESEL EXTENDED CAB PICKUP FROM WOLF AUTO IN THE AMOUNT OF \$63,840.50**

RESOLUTION NO. 24-19

*WHEREAS*, The City of Alliance Electric Department is desiring to replace our 2016 Ford F-250 equipped with a service/utility box with one new 2023 Ford F-250 Diesel 4x4 Extended Cab; and

*WHEREAS*, City of Alliance received a bid from Wolf Auto for the purchase; and

*WHEREAS*, Staff is recommending the purchase of a 2023 Ford F-250 Diesel 4x4 Extended Cab from Wolf Auto, is the lowest, responsive and responsible amount of Sixty-Three Thousand Eight Hundred Forty and 50/100ths Dollars (\$63,840.50); and

*WHEREAS*, Adequate funding from 2023-24 budget is available for this purchase from the Electric Capital Outlay-Vehicles Account No. 05-51-53-59-960.

*NOW, THEREFORE, BE IT RESOLVED* by the Council of the City of Alliance, Nebraska, that the Mayor be and hereby is authorized to enter into a purchase agreement of a 2023 Ford F-250 Diesel 4x4 Extended Cab in the amount of Sixty-Three Thousand Eight Hundred Forty and 50/100ths Dollars (\$63,840.50) from Wolf Auto.

*BE IT FURTHER RESOLVED*, that the purchase will be funded as follows: \$63,840.50 from GL # 05-51-53-59-960 titled Capital Outlay-Vehicles.

PASSED AND APPROVED this 5<sup>th</sup> day of March, 2024.

\_\_\_\_\_  
Earl Jones, Mayor

(SEAL)

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

Approved as to Form and Legality:

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

RESOLUTION NO. 24-20

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

*WHEREAS*, City Council awarded the purchase contract to Landis+Gyr Technology, Inc., for both electric and water metering; and

*WHEREAS*, An amendment in the Master Agreement with Landis+Gyr Technology, Inc. regarding the water metering due to the system never being installed; and

*WHEREAS*, The City of Alliance has purchased a different water metering system and the agreement with Landis+Gyr Technology, Inc. for water metering is no longer needed.

*WHEREAS*, The Amendment to the Master Agreement is corrected to reflect only the electric metering.

*NOW, THEREFORE, BE IT RESOLVED* by the Mayor and Council of the City of Alliance, Nebraska, that the Amend and Restated Software as a Service Agreement with Landis+Gyr Technology, Inc. for advanced metering infrastructure (AMI) metering system for the Electric Department is hereby approved.

*BE IT FURTHER RESOLVED* that the Mayor be and hereby is authorized to execute the Software as a Service Agreement and any related documents.

*PASSED AND APPROVED* this 5<sup>th</sup> day of March, 2024.

\_\_\_\_\_  
Earl Jones, Mayor

(SEAL)

Attest:

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

Approved as to Form and Legality:

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

## Amended and Restated

### Software as a Service Agreement

This Amended and Restated Software as a Service Agreement (this “**SaaS Agreement**”), dated as of the last signature date below (“**Effective Date**”), is by and between City Of Alliance, (“**Customer**”) with offices located at PO Box D, 324 Laramie Ave., Alliance, NE 69301-0770 US, and **LANDIS+GYR TECHNOLOGY, INC.** with offices located at 30000 Mill Creek Avenue, Suite 100, Alpharetta, GA 30022 (“**Landis+Gyr**”).

WHEREAS, Landis+Gyr and Customer are parties to that certain Software as a Service Agreement dated May 3, 2018 (the “**Prior Agreement**”) by which Customer required 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, Landis+Gyr and Customer desire to amend and entirely restate the terms and conditions as currently described in the Prior Agreement, in this Amended and Restated Software as a Service Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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

“**Access Credentials**” means any user name, identification number, password, and/or other access keys or controls for access and use of 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 Landis+Gyr 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.

“**Aggregated Statistics**” means data and information that is derived by or through Customer’s use of the SaaS Services that is used by Landis+Gyr in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the SaaS Service.

“**Applicable Data Privacy Laws**” means all applicable local, state, national and foreign laws that apply to the processing of Personal Data processed by Landis+Gyr to render the Services for the Customer, including but not limited to, laws of the European Union and/or their member states, Switzerland and United Kingdom as they may be amended from time to time and in particular, the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation or “**GDPR**”).

**“Authorized Users”** means any Customer employee, consultant, contractor or agent (a) who are authorized by Customer to access and use the SaaS Services under the rights granted to Customer under this Agreement; and (b) for whom access to the SaaS Services has been purchased hereunder.

**“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.

**“Cloud Software”** means cloud-based software to which Customer is provided access as part of the SaaS Service, including any updates or new versions.

**“Customer Data”** means, other than Aggregated Statistics, information, data, and other content, in any form or medium, relating to Customer’s end customers’ information relating to electricity consumption, load profile, billing history, or credit history that is collected, downloaded or otherwise received, directly or indirectly, from Customer or an Authorized User by or through the SaaS Services or that incorporates or is derived from the Processing of such information, data or content by or through the SaaS Service.

**“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 online user manuals for the SaaS Services as updated from time to time, that describes the functions, operation, and use of the SaaS Services, and that Landis+Gyr makes generally available to subscribers of the SaaS Services.

**“Endpoints”** means the physical sensory-type devices installed for use in the delivery and distribution of electricity:

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

**“Error”** has the meaning set forth in Schedule A.

**“Error Correction”** has the meaning set forth in Schedule A.

**“Export Control Laws”** means all applicable export and re-export control laws and regulations, including (a) the Export Administration Regulations (“**EAR**”) maintained by the U.S. Department of Commerce, (b) trade and economic sanctions maintained by the U.S Treasury Department’s

Office of Foreign Assets Control, and (c) the International Traffic in Arms Regulations (“**ITAR**”) maintained by the U.S. Department of State.

“**Fees**” has the meaning set forth in Section 6.2 Fees.

“**Harmful Code**” means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Services or Landis+Gyr Systems as intended by this Agreement. Harmful Code does not include any Landis+Gyr Disabling Device.

“**High Risk Activities**” means activities where the use or failure of the Services would reasonably be expected to result in death, serious personal injury or severe environmental or property damage (such as the creation or operation of weaponry).

“**Improvements**” means enhancements, extensions, modifications and new releases to the SaaS Services (other than Error Corrections) that Landis+Gyr elects to incorporate into the SaaS Service, and for which Landis+Gyr does not charge an additional fee.

“**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 Landis+Gyr’s file transfer communications interfaces and data feeds mechanisms between the Landis+Gyr Systems and the Customer’s Systems which are developed, operated, owned and maintained by Landis+Gyr 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.

“**Landis+Gyr Disabling Device**” means any software, hardware, or other technology, device, or means (including any back door, time bomb, time out, drop dead device, software routine, or other disabling device) used by Landis+Gyr or its designee to disable Customer’s or any Authorized User’s access to or use of the Services automatically with the passage of time or under the positive control of Landis+Gyr or its designee.

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

Aggregated Statistics and any information, data, or other content derived from Landis+Gyr's monitoring of Customer's access to or use of the Services, but do not include Customer Data.

**"Landis+Gyr Personnel"** means all employees and agents of Landis+Gyr, all subcontractors and all employees and agents of any subcontractor, involved in the performance of Services.

**"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.

**"Other Services"** means all technical and non-technical services performed or delivered by Landis+Gyr under this SaaS Agreement, including without limitation, implementation services and other professional services and training services further defined in Section 2.1, but excluding the SaaS Services and the Support Services. All Other Services will be provided on a non-'work for hire' basis.

**"Permitted Uses"** means any use of the Services by Customer or any Authorized User for the benefit of Customer in or for Customer's internal business operations in accordance with the Documentation.

**"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.

**"Personal Data"** or **"PII"** means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

**"Representatives"** means a party's employees, officers, directors, consultants, legal advisors and, with respect to Landis+Gyr, Landis+Gyr's subcontractors, and, with respect to Customer, solely those of Customer's independent contractors or service providers that are Authorized Users.

**"Security Incident"** is an event that may indicate that an organization's systems, networks, or data have been compromised or that measures put in place to protect them have failed. With respect to the information technology space, an event is anything that has significance for system hardware or software and an incident is an event that disrupts normal operations. Items included, but not limited to: malware infection, distributed denial of service attacks, unauthorized access, insider breaches, destructive attacks, unauthorized privilege escalation, loss or theft of equipment.

**"Security Breach/Data Breach"** per NIST Special Publication (SP) 800-53. Definition: A data breach refers to any confirmed incident in which sensitive, confidential, or otherwise protected data has been accessed or disclosed in an unauthorized fashion. If a security incident results in unauthorized access to data, it can typically be classified as a security breach.

**"Services"** means the SaaS Services, the Support Services and the Other Services.

**"Support Services"** means the maintenance and support services for the SaaS Services as further defined in Schedule A.

“**Supported Release**” means versions of Cloud Software currently supported by Landis+Gyr. Landis+Gyr will support, at a minimum, the current generally available release in addition to the two (2) prior generally available releases of Cloud Software.

“**Suspend**” or “**Suspension**” means disabling or limiting access to or use of the SaaS Services or components of the SaaS Services.

“**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 Landis+Gyr.

“**Upgrade**” means upgrading the Cloud Software to the most current generally available version.

## **2. Services and Service Orders.**

2.1 Description of Services. Throughout the Term, Landis+Gyr 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:

- a) Access, in accordance with Section 2.2 of this Agreement, to the software-as-a service online web-based offering described in a Service Order and subject to the terms of this Agreement updated with Error Corrections, Improvements or modifications to the content, functionality and user interface from time to time at Landis+Gyr’s discretion (the “**SaaS Services**”), which upon their execution, will be attached as a part of this Agreement.
- 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.

2.2 SaaS Services Access License Grant. Subject to and conditioned on Customer’s and its Authorized Users’ compliance with the terms and conditions of this Agreement, during the Term, Landis+Gyr hereby grants to Customer and its Authorized Users a non-exclusive, worldwide, terminable license to access and use the SaaS Service, including in operation with other software, hardware, systems, networks and services for Customer’s business purposes. Landis+Gyr will provide the following services: infrastructure and infrastructure monitoring, technical support, backup and recovery, access training, and Cloud Software upgrades for Customer’s productive use of such services.

2.3 Landis+Gyr will provide the SaaS Services for 24 hours a day, 7 days a week in accordance with the Service Level Agreement in Schedule A except for Scheduled Downtime, service downtime or degradation caused by a Force Majeure Event, including Customer's or any Authorized User's use of Third Party Materials, misuse of the Services, or use of the Services other than in compliance with the express terms of this Agreement and the Documentation.

2.4 Service and Systems Control. Except as otherwise expressly provided in this Agreement, as between the parties:

- 2.4.1 Landis+Gyr has and will retain sole control over the operation, provision, maintenance, and management of the Landis+Gyr Materials; and

- 2.4.2 Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for all access to and use of the Landis+Gyr Materials by any Person by or through the Customer Systems or any other means controlled by Customer or any Authorized User, including any: (i) information, instructions, or materials provided by any of them to the Services or Landis+Gyr; (ii) results obtained from any use of the Services or Landis+Gyr Materials; and (iii) conclusions, decisions, or actions based on such use. By granting Authorized Users access to the SaaS Service, Customer acknowledges and agrees that Customer's Authorized Users shall have access to Customer Data and that Landis+Gyr shall not be responsible or liable for any misuse of the SaaS Services or Customer Data by any such Authorized Users. For avoidance of doubt, the Services do not include managed services and Customer agrees that it will be responsible for monitoring its access to the platform and will promptly notify Landis+Gyr of any issues.
- 2.5 Documentation. Landis+Gyr represents and warrants that (i) the Documentation for the Cloud Software will accurately and completely describe the functions and features of the Cloud Software, including all subsequent revisions thereto and (ii) the Documentation will be understandable by a typical end user having commensurate skill with using and maintaining metering and monitoring systems technology and will provide Authorized Users with sufficient instruction such that an Authorized User will have a foundation to become self-reliant with respect to access and use of the Services. Customer will have the right to make any number of additional copies of the Documentation for internal business purposes at no additional charge.
- 2.6 Service Orders. Service Orders will be effective only when signed by Customer and Landis+Gyr. The initial Service Orders are attached hereto. Any modifications or changes to the 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, Landis+Gyr will provide a written estimate of such adjustment to Customer within a commercially reasonable period of time of Landis+Gyr'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.
- 2.7 Other Services Comprising of Professional Services. During the Term of this Agreement, Landis+Gyr may also perform certain Other Services comprising of implementation, consulting, training and/or support 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 description of scope of the Other Services; the Fees (including any Reimbursable Expenses), and any modifications to the ownership of Intellectual Property provisions of this SaaS Agreement.
- 2.8 No Software Delivery Obligation. Landis+Gyr has no software delivery obligation and will not ship copies of any of the Cloud Software used to provide the Services to Customer as a part of the Services or as part of any Deliverable under a SOW. Upon the end of the Service Order, Customer's right to access or use the Cloud Software specified in the Service Order and the Services will terminate.
- 2.9 Use of Subcontractors. Landis+Gyr may from time to time in Landis+Gyr's discretion engage third parties to perform Services (each, a "**Subcontractor**").

- 2.10 Designation of Responsible Contacts. Customer will provide Landis+Gyr with current appropriate contact information such that Landis+Gyr may communicate maintenance notifications, outages, support items and other communications under this Agreement to Customer on an ongoing basis.
- 2.11 Aggregated Statistics. Landis+Gyr may compile Aggregated Statistics based on Customer Data input into the SaaS Service. Customer agrees that Landis+Gyr may use Aggregated Statistics to the extent and in the manner permitted under applicable Law, provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information.

### **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 SaaS Services are accessed or used (including taking all necessary and current security industry standards into consideration and implementation to notify and mitigate any security vulnerabilities that could be introduced into the Landis+Gyr Systems); and (b) provide all cooperation and assistance as Landis+Gyr may reasonably request to enable Landis+Gyr to exercise its rights and perform its obligations under and in connection with this Agreement. To the extent it becomes necessary for Landis+Gyr to have access to Customer Systems in order to perform the Services in accordance with the Availability Requirements as set forth in the Service Level Agreement, Customer will provide Landis+Gyr with such access. Unless otherwise stated in a Service Order, Customer agrees that it will not send or provide Landis+Gyr access to any Personal Data, whether in data or any other form. Should Customer mistakenly provide Personal Data to Landis+Gyr (including, but not limited to, Personal Data where Customer has no legal ground to share with Landis+Gyr or to process otherwise), Customer will immediately notify Landis+Gyr in writing in accordance with the notice provisions herein, and reasonably cooperate with Landis+Gyr to take any mitigating actions deemed necessary to remove such PII from the Landis+Gyr Systems.
- 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 Privacy. Customer is responsible for any consents and notices required to permit (a) Customer's use and receipt of the Services and (b) Landis+Gyr's accessing, storing and processing of data provided by Customer (including Customer Data, if applicable) under the Agreement. Customer shall comply with all applicable local, state, national and foreign laws in connection with its use of the SaaS Services, including those laws related to data privacy and the transmission of technical or personal data. Customer acknowledges that Landis+Gyr exercise no control over the content of the information transmitted by Customer through the SaaS Services.
- 3.4 Suspension. If Landis+Gyr becomes aware that Customer's use of the SaaS Services violates the Permitted Uses, Landis+Gyr will notify Customer and request that Customer correct the violation. If Customer fails to correct the violation within 24 hours of Landis+Gyr's request, then Landis+Gyr may Suspend all or part of Customer's use of the Services by use of a Landis+Gyr Disabling Device until the violation is corrected. Notwithstanding the preceding related to violations of the Permitted Uses, Landis+Gyr may immediately Suspend all or part of Customer's use of the Services by use of a Landis+Gyr Disabling Device if (a) Landis+Gyr reasonably believes Customer's use of the SaaS Services could adversely impact the SaaS Service, other customers' or their end users' use of the SaaS Service, or the Landis+Gyr network or servers used to provide the SaaS Service; (b) there is suspected unauthorized third-party access to the SaaS Service; (c) Landis+Gyr reasonably believes that immediate Suspension is required to comply with any applicable Law; or (d) Customer

is in breach of Section 4.2 (Use Restrictions) or specific terms for the relevant Service Order. Landis+Gyr will lift any such Suspension when the circumstances giving rise to the Suspension have been resolved. At Customer's request, Landis+Gyr will, unless prohibited by applicable Law, notify Customer of the basis for the Suspension as soon as is reasonably possible.

#### **4. Authorization Limitations and Restrictions.**

4.1 Authorization. Subject to and conditioned on Customer's payment of the Fees and compliance and performance in accordance with all other terms and conditions of this Agreement, Landis+Gyr hereby authorizes Customer, to access and use, solely in the Territory during the Term, the Services and such Landis+Gyr Materials as Landis+Gyr 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, and download 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 (i) the SaaS Services for production uses and (ii) any applications provided by Landis+Gyr 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 Landis+Gyr 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 Use Restrictions. Customer will not and will not knowingly permit any other Person to access or use the SaaS Services or Landis+Gyr 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 will 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 SaaS Services or Landis+Gyr Materials available to any third party that is not an Authorized User;
- (b) copy, modify or create derivative works or improvements of the SaaS Services or Landis+Gyr Materials;
- (c) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the SaaS Services or Landis+Gyr Materials, in whole or in part;
- (d) bypass or breach any security device or protection used by the SaaS Services or Landis+Gyr Materials or access or use the SaaS Services or Landis+Gyr 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 SaaS 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 SaaS Services or Landis+Gyr Materials, including any copy thereof;
- (g) access or use the SaaS Services or Landis+Gyr 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 SaaS Services or Landis+Gyr Materials for purposes of competitive analysis of the SaaS Services or Landis+Gyr Materials, the development, provision or use of a competing software service or product or any other purpose that is to Landis+Gyr's detriment or commercial disadvantage;
- (i) engage in cryptocurrency mining without Landis+Gyr's prior written approvals;
- (j) to transmit, store or process health information subject to the United States HIPAA regulations;
- (k) access or use of the Services for High Risk Activities; or
- (l) otherwise access or use the SaaS Services or Landis+Gyr 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 Landis+Gyr the Fees attributable to the excess use in accordance with the applicable Service Order.

## **5. Term and Termination**

5.1 Term. This Agreement commences on the Effective Date and continues until all Service Orders/SOW have expired or have been terminated. Except in the case of termination for breach by Landis+Gyr, within thirty (30) days of the date of termination, Customer must pay all amounts remaining unpaid for Services provided prior to the effective date of termination, plus related taxes (as governed by Section 6.6 below) and expenses.

5.2 Term of Service Orders/SOWs. The term of each Service/SOW will be as specified in the applicable Service Order/SOW. Except as otherwise specified in a Service Order, SaaS Services will automatically renew for additional one (1) year periods, unless either party gives the other notice of non-renewal at least ninety (90) days before the end of the relevant subscription term.

5.3 Termination.

- (a) Landis+Gyr may terminate this Agreement, effective on written notice to Customer, if the SaaS Services is being used by Customer in violation of applicable Law.
- (b) Either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach; and

- (c) Either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other 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.
- 5.4 Effect of Termination or Expiration. Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement, all rights, licenses, consents, and authorizations granted by either party to the other hereunder will immediately terminate.
- 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, Limited Warranties and Limitations of Liability.
- 6. Fees and Expenses**
- 6.1 Invoices. Invoices will be issued monthly in arrears for (i) the monthly SaaS Services Fees (ii) for time and materials in a Statement of Work and (iii) Reimbursable Expenses based on expenses incurred in the previous month. Fees for fixed bid SOW's will be invoiced upon completion of the milestone as set forth in the applicable SOW. If Customer disputes any invoiced amount it will pay the undisputed amounts and provide written notice of the basis of that dispute to Landis+Gyr within thirty (30) days following delivery of that invoice. The parties will work diligently, promptly and in good faith to resolve any such disputes.
- 6.2 Fees. Customer agrees to pay for all services ordered as set forth in the applicable Service Order or SOW (the "**Fees**"). All Fees are due within thirty (30) days from the date of invoice.
- 6.3 Late Payment. If Customer fails to make any payment when due then, in addition to all other remedies that may be available:
- 6.3.1 Landis+Gyr may charge interest on the past due amount after ten (10) days of the invoice date at the rate of one percent (1%) per month, calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable Law; and
- 6.3.2 Customer will reimburse Landis+Gyr for all reasonable costs incurred by Landis+Gyr in collecting any late payments or interest, including reasonable attorneys' fees, court costs, and collection agency fees.
- 6.4 Fee Increases. Landis+Gyr's Fees are fixed for the duration described in the applicable Service Order. Thereafter, the Fees are subject to an adjustment in accordance with the Service Order.
- 6.5 Reimbursable Expenses. If a Service Order and/or SOW permits reimbursement of expenses by Customer ("**Reimbursable Expenses**"), Landis+Gyr will be reimbursed for those reasonable expenses, at cost, if anticipated by the Service Order and/or SOW. In addition, if there are any system communication fees that are incurred by Landis+Gyr (i.e. long-distance charges), Landis+Gyr will invoice Customer monthly for the communications fees, which Customer agrees to pay.
- 6.6 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 Services, other than taxes based upon Landis+Gyr'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 on invoices sent to Customer.

## **7. Intellectual Property Rights**

- 7.1 **Services and Landis+Gyr Materials.** Subject to the limited rights granted hereunder, all rights, title, and interest in and to the Landis+Gyr Materials, including all Intellectual Property Rights therein, are and will remain with Landis+Gyr and, with respect to Third-Party Materials, the applicable third-party providers own all right, title, and interest, including all Intellectual Property Rights, in and to the Third-Party Materials. In addition to the foregoing, Customer acknowledges that Landis+Gyr will have the right to utilize data capture and analysis tools, and other similar tools, to extract, compile and analyze the Aggregated Statistics.
- 7.2 **Ownership of Customer Data.** As between Customer and Landis+Gyr 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 7.3. Customer will have sole responsibility for the accuracy, integrity and reliability of Customer Data. Customer acknowledges that Landis+Gyr exercises no control whatsoever over any Customer Data managed by Authorized Users while accessing the Service and that Customer is solely responsible for the Customer content.
- 7.3 **Consent to Use Customer Data.** During the Term of this Agreement, Customer hereby irrevocably grants all such rights and permissions in or relating to Customer Data as are necessary or useful to Landis+Gyr, its Subcontractors and the Landis+Gyr Personnel to enforce this Agreement and exercise Landis+Gyr's, its Subcontractors' and the Landis+Gyr Personnel's rights and perform Landis+Gyr's, its Subcontractors' and the Landis+Gyr Personnel's obligations hereunder as well as to use and display Customer Data incorporated within the Aggregated Statistics.
- 7.4 **Feedback.** At its option, Customer may provide feedback and suggestions about Services to Landis+Gyr ("**Feedback**"). If Customer provides Feedback, then Landis+Gyr and its Affiliates may use the Feedback without restriction and obligation to Customer.

## **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, will 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 will use the Confidential Information solely for the performance of this Agreement and will 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 will survive the termination of this Agreement and will 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. Any subcontractor retained pursuant to Section 2.6 will adhere to this Section 8 as it regards to Confidential Information that comes into its possession.

8.2 Protection of Confidential Information. The Receiving Party will 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 will 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. Neither party will disclose the terms of this Agreement or any Service Order to any third party other than to its Affiliates, legal counsel and accountants without the other party’s prior written consent, provided that a party that makes any such disclosure to its affiliate, legal counsel or accountants will remain responsible for such affiliate’s, legal counsel’s or accountant’s compliance with this Section 8.2.

8.3 No Rights in Confidential Information. Customer and Landis+Gyr hereby acknowledge and agree that all Confidential Information of the other party will remain the sole and exclusive property of such other party and that the receiving party will have no proprietary rights, title or interests therein except as otherwise provided in this Agreement.

## 9. Personal Data Privacy

9.1 Personal Data Privacy. Customer acknowledges that Landis+Gyr may, where Customer acts as a data controller and Landis+Gyr as data processor in relation to any Personal Data under this Agreement, processes Personal Data in accordance with Landis+Gyr Cloud Data Processing available at <https://www.landisgyr.com/landisgyr-data-processing-terms/>.

## 10. Security Requirements; Audits

10.1 Security Requirements. Landis+Gyr will employ security measures in accordance with Landis+Gyr’s security requirements available at <https://www.landisgyr.com/securityterms>. The process described therein will be used when there are Security Incidents or critical vulnerabilities discovered that impacts or potentially impacts Landis+Gyr or Customer.

### 10.2 Audits.

10.2.1 Landis+Gyr shall provide to Customer, on at least an annual basis, Landis+Gyr’s review of the controls placed in operation and a test of operating effectiveness, as defined by Statement of Standards for Attestation Engagement No. 18, Reporting on Controls at Service Organizations (“SSAE-18”), or any standards amending or replacing SSAE 18 for covered Services defined by Landis+Gyr for or on behalf of Customer and issue SOC 1 (Type II) report and SOC 2 (Type II) reports thereon (collectively, “SOC Reports”).

- 10.2.2 Landis+Gyr shall provide to Customer Landis+Gyr ISO Certifications for Information Security Management Systems standards (ISO/IEC 27001).
- 10.2.3 Reports and certification audits shall be performed by Landis+Gyr's external auditors. Landis+Gyr shall address and rectify any deficiencies found in any SOC Report review.

## **11. Disaster Recovery**

- 11.1 Disaster Recovery. Landis+Gyr will maintain reasonably prudent business resumption and disaster recovery plans and procedures. Upon request, Customer will have the right to review a summary of Landis+Gyr's then current plan. Landis+Gyr will test the operation and effectiveness of the plan at least annually. Upon request, Landis+Gyr will provide Customer with an annual summary audit report for disaster recovery effectiveness. If such tests reveal material deficiencies in the plan Landis+Gyr will respond with steps that will be taken to mitigate recovery deficiencies within a reasonable time frame. Landis+Gyr reserves the right to make the changes as required to the Disaster Recovery plan.

## **12. Mutual Indemnification**

- 12.1 Indemnification by Landis+Gyr. Subject to this Agreement, Landis+Gyr shall defend and indemnify Customer against any loss or damage (including reasonable attorneys' fees) incurred in connection with claims, demands, suits, or proceedings ("**Claims**") made or brought against Customer by a third party alleging that the use of the base SaaS Services as contemplated hereunder infringes a United States patent or copyright of a third party and pay all damages finally awarded by a court of competent jurisdiction attributable to such claim, or agreed to in a settlement by Landis+Gyr; provided, that Customer (a) promptly gives written notice of the claim to Landis+Gyr in sufficient time to enable a defense; (b) gives Landis+Gyr sole control of the defense and settlement of the Claim (provided that Landis+Gyr may not settle or defend any Claim without consent of Customer unless it unconditionally releases Customer of all liability); and (c) provides to Landis+Gyr, at Landis+Gyr's costs, all available information, reasonable assistance and authority to defend; and (d) not have materially impaired or settled such proceeding without Landis+Gyr's prior written consent.. Should the SaaS Services become, or in Landis+Gyr's opinion be likely to become, the subject of a claim for which indemnity is provided hereunder, Landis+Gyr will in its sole discretion either: (a) obtain for Customer the right to use the SaaS Services; or (b) replace or modify the SaaS Services so that it becomes non-infringing.
- 12.2 Indemnification by Customer. Subject to this Agreement, Customer shall defend and indemnify Landis+Gyr against any loss or damage (including reasonable attorneys' fees) incurred in connection with Claims made or brought against Landis+Gyr by a third party alleging that the Customer Data, or the intellectual property rights of the Customer Data, harms a third party or breaches of the policy governing the acceptable use of the systems and the use restrictions listed in Section 4.2, or has otherwise harmed the third party in another manner associated with this SaaS Agreement; provided, that Landis+Gyr (a) promptly gives written notice of the claim to Customer in sufficient time to enable a defense; (b) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle or defend any Claim without consent of Landis+Gyr unless it unconditionally releases Landis+Gyr of all liability); and (c) provides to Customer, at Customer's cost, all reasonable assistance; and (d) not have materially impaired or settled such proceeding without Landis+Gyr's prior written consent.
- 12.3 Exceptions from Indemnification. Landis+Gyr will have no liability for any infringement or claim which results from: (a) use of the SaaS Services in combination with any non-Landis+Gyr-provided

or -recommended hardware, software, or data if such infringement or claim would not have occurred but for such combination; (b) Landis+Gyr's development of any Customer-specific changes or modifications to the SaaS Services or Other Services at Customer's request or instruction; or (c) use of the SaaS Services in a manner prohibited under this Agreement, in a manner for which the Cloud Software was not designed, or in a manner not in accordance with the Documentation if such infringement or claim would not have occurred but for such use. This Section states Landis+Gyr's entire liability, and Customer's sole remedy, with respect to any claim of infringement.

### **13. Limitations of Liability**

13.1 EXCLUSION OF DAMAGES. EXCEPT AS OTHERWISE PROVIDED IN SECTION 13.3, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF PROFITS/REPUTATIONAL HARM, REVENUE DATA OR USE INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.2 CAP ON MONETARY LIABILITY. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID TO LANDIS+GYR UNDER THIS AGREEMENT IN THE EIGHTEEN (18) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

13.3 Exceptions. The exclusions and limitations in Section 13.1 and Section 13.2 do not apply to:

13.3.1 Losses arising out of or relating to a party's failure to comply with its obligations under Section 7 (Intellectual Property Rights) or Section 8 (Confidentiality); or

13.3.2 Losses arising out of or relating to a party's indemnification obligations owed to a third party, gross negligence or more culpable conduct, including any willful misconduct or intentional wrongful acts.

### **14. Warranties; Disclaimer**

14.1 Mutual warranty. Each party warrants that it has the status, authority and capacity to enter into this Agreement.

14.2 Landis+Gyr Warranty. Landis+Gyr warrants that (i) it is the lawful licensee or owner of the SaaS Services, Landis+Gyr Materials, and Intellectual Property Rights (excluding Customer Data) and has the lawful ability to grant rights of access and usage as set forth in this Agreement (ii) it will provide the Services in all material respects in conformance to the requirements of this Agreement and in a professional workmanlike manner consistent with general industry standards reasonably applicable to the provision thereof; (iii) that the SaaS Services will perform materially in accordance with the Documentation, and be available in accordance with the Availability

Requirements, and (iv) it owns or otherwise or otherwise has sufficient rights to the SaaS Services to grant the rights and licenses granted herein..

14.3 Additional Customer Warranty. Customer represents, warrants and covenants to Landis+Gyr that:

- (a) Customer owns or otherwise has and will have the necessary rights, legal grounds and consents in and relating to the Customer Data so that, as received by Landis+Gyr and processed in accordance with this Agreement, Customer does not and will not infringe, misappropriate or otherwise violate any Intellectual Property Rights, or any Applicable Data Privacy Laws or other rights of any third party or violate any applicable Law; and
- (b) prior to Customer's delivery to Landis+Gyr of any Customer Data that is outside of the Landis+Gyr Systems, Customer will implement and maintain current industry state-of-the-art IT security and anti-virus measures to detect, prevent and remove Harmful Code, and to prevent the spread of Harmful Code between the Parties when accessing and/or exchanging data or software through the Interfaces or any other network connectivity.

14.4 DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED HEREIN, LANDIS+GYR MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. LANDIS+GYR HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED REPRESENTATIONS WARRANTIES, OR CONDITIONS INCLUDING ANY REPRESENTATION, WARRANTY OR CONDITION OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. LANDIS+GYR DOES NOT WARRANT THAT THE OPERATION OF THE SAAS SERVICES OR CLOUD SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THEY WILL BE SUITABLE FOR OR MEET THE REQUIREMENTS OF CUSTOMER.

## 15. General Provisions.

15.1 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, pandemics, 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.

15.2 Export. Each party shall comply with all Export Control Laws, executive orders or regulations applicable to its performance under this Agreement.

15.3 Independent Contractor. 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.

- 15.4 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 Landis+Gyr:

Landis+Gyr Technology, Inc.  
30000 Mill Creek Avenue, Suite 100  
Alpharetta, GA 30022  
Attn: Legal Department

If to Customer:

City Of Alliance  
PO Box D, 324 Laramie Ave.  
Alliance, NE 69301-0770 US  
Attn: Kirby Bridge

Facsimile: 308-762-1753

Notices sent in accordance with this Section 15.4 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 (5th) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

- 15.5 Headings. The headings in this Agreement are for reference only and will not affect the interpretation of this Agreement.
- 15.6 Entire Agreement. This Agreement (including all Service Orders and other Schedules and Exhibits) contains the entire agreement of the parties and supersedes all previous oral and written communications by the parties, concerning the subject matter of this Agreement. This Agreement may be amended solely in a writing signed by both parties. Standard or printed terms contained in any purchase order or sales confirmation are deemed rejected and shall be void unless specifically accepted in writing by the party against whom their enforcement is sought; mere commencement of work or payment against such forms shall not be deemed acceptance of the terms.
- 15.7 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 15.7 is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.
- 15.8 No Third-party Beneficiaries. This Agreement is an agreement between the parties, and confers no rights upon either party's employees, agents, contractors, partners of customer or up any other person or entity.

- 15.9 Waiver. No waiver shall be effective unless it is in writing and signed by the waiving party. The waiver by either party of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach.
- 15.10 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable, that term shall be reformed to achieve as nearly as possible the same effect as the original term, and the remainder of this Agreement shall remain in full force.
- 15.11 Governing Law; Submission to Jurisdiction. This Agreement shall be governed by the laws of the State of Nebraska, without regard to Nebraska's conflict of laws principles and each party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located Box Butte County. The Uniform Computer Information Transactions Act does not have any application to this Agreement. The parties expressly exclude the United Nations Convention on Contracts for the International Sale of Goods from application to this Agreement.
- 15.12 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.
- 15.13 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.
- 15.14 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.
- 15.15 Schedules and Exhibits. All Schedules 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 and Support Services

**Schedule B** Service Order; Pricing

Landis+Gyr may update the terms set forth in Schedules A and B provided the updates do not (a) result in a material degradation of the overall security of the SaaS Service; (b) expand the scope of or remove any restrictions on Landis+Gyr's Processing of Customer Data as described in the Landis+Gyr Cloud Data Processing and Security Terms, or (c) have a material adverse impact on Customer's rights in this Agreement. Such updates may be sent via a customer information letter (CIL).

- 15.16 Landis+Gyr is and shall remain in compliance with all of the laws and Executive Orders prohibiting discrimination, including but not limited to Title VII of the Civil Rights Act of 1964 as amended, the Civil Rights Act of 1991, 42 USC 2000(e), et seq., and all applicable state and local laws against discrimination.
- 15.16.1 Landis+Gyr and Subcontractor, if any, shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered

prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to regard to race, color, sex, gender, sexual orientation, LGBTQ+ status, gender identity, gender expression, pregnancy, marital status, religion, creed, national origin, ancestry, age, mental or physical disability, genetic information, medical condition, military or veteran status, or any other class or status protected by law.

15.17 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.

City Of Alliance

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Landis+Gyr Technology, Inc.

By:

Name:

Title:

Date:

**SCHEDULE A**  
**SERVICE LEVEL AGREEMENT**  
**AND**  
**SUPPORT SERVICES**

All capitalized terms that are not defined in this Schedule will 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 material error or defect in the SaaS Services that causes it not to conform in material respects to the Documentation.

“**Error Corrections**” means modifications that correct Errors.

“**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, Landis+Gyr 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 Landis+Gyr 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 Requirement to the extent that such downtime or degradation is due to any of the following (“**Exceptions**”):

- (a) Customer's use of the SaaS Services not in accordance with Permitted Uses;
- (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 Landis+Gyr or its Subcontractor;
- (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 Landis+Gyr pursuant to the SaaS Agreement or this Schedule.
- (g) Scheduled Downtime;
- (h) Suspension or termination of the SaaS Services pursuant to Section 3.4 of the SaaS Agreement; or
- (i) Time down required to install an emergency patch for a security vulnerability or similar emergency.

3. Support and Maintenance Services. Landis+Gyr will provide Landis+Gyr's standard maintenance and support services for the SaaS 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. The Support Services are included in the Services, and Landis+Gyr will not assess any additional fees, costs or charges for such Support Services.

3.1 Support Service Responsibilities. Landis+Gyr 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 Landis+Gyr makes such resources available to its other customers.

3.2 Service Monitoring and Management. Landis+Gyr 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 Service, infrastructure and other components of SaaS Service security;
- (b) if such monitoring identifies, or Landis+Gyr 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 Landis+Gyr 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. Landis+Gyr will confirm the outage by a direct check of the associated facility or facilities;
  - ii. if Landis+Gyr'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 Landis+Gyr 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. Landis+Gyr 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 Service, that Landis+Gyr provides at no additional charge to Landis+Gyr'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 Service, so that the SaaS Services operate properly in accordance with this Agreement and the Documentation.

3.3 Scheduled Downtime. Landis+Gyr will use commercially reasonable efforts to: (a) schedule downtime for routine maintenance of the Services outside of the hours of 7:00 AM – 7:00 PM Central Standard Time, Monday – Friday and (b) notify Customer at least 48 hours (via email) prior notice of all scheduled outages of the Services (“**Scheduled Downtime**”).

3.4 Service Levels.

Response times will be measured from the time Landis+Gyr receives a Support Request until the respective times Landis+Gyr has responded to that Support Request. Landis+Gyr will respond to all Support Requests within the following times based on Landis+Gyr'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 Landis+Gyr's investigation of the reported Error and consultation with Customer:

Description of Incident	Supported	Initial Response	Subsequent Response	Target Restoration	Escalation
<p>Severity 1 (Critical)</p> <ul style="list-style-type: none"> <li>Production system is completely down or unavailable.</li> <li>Business critical applications or service severely impacted for which there is no reasonable work-around</li> <li>an error with no reasonable work-around that results in a complete disruption of daily work</li> <li>during a project or upgrade, a non-production environment issue that severely impacts system use and jeopardizes the ability to meet project schedule.</li> </ul> <p>Severity Level 1 issues must be reported by phone.</p>	<p>Non-stop 24/7/365</p>	<p>Within 60 minutes</p>	<p>every 2 hours</p>	<p>24 hours</p>	<p>Supervisor: Immediately  Manager: 30 minutes  Director: 1 hour  VP: at Director's discretion</p> <p>Customer may escalate at any time it feels unacceptable progress is being made.</p>

Description of Incident	Supported	Initial Response	Subsequent Response	Target Restoration	Escalation
<p>Severity 2 (High)</p> <ul style="list-style-type: none"> <li>production system is functioning/available but significantly impacted with limited capabilities, or is unstable with major periodic interruptions</li> <li>significant degradation in performance</li> <li>major system feature/function failure for which there is no reasonable work-around</li> <li>during a project or upgrade, a non-production environment issue that meets the above definitions where resolution is needed to meet business objectives and the ability to meet project schedule.</li> </ul>	<p>As needed</p> <p>24/7/365</p>	<p>Within 4 hours</p>	<p>1 calendar day</p>	<p>7 calendar days</p>	<p>Supervisor: 1 hour  Manager: 2 hours  Director: at Manager's discretion  VP: at Director's discretion</p> <p>Customer may escalate at any time it feels unacceptable progress is being made.</p>
<p>Severity 3 (Medium)</p> <ul style="list-style-type: none"> <li>production system is still functioning but capabilities are moderately impacted, or the system is unstable with minor periodic interruptions or a minor loss of product functionality</li> <li>there is a low to medium impact to business functions but it is manageable using a reasonable work-around.</li> </ul>	<p>During business hours</p>	<p>1 Business Day</p>	<p>3 Business Days</p>	<p>15 Business days</p>	<p>If unable to be resolved, Severity 3 issues will be escalated to appropriate levels of leadership at the utilities request</p> <p>Customer may escalate at any time it feels unacceptable progress is being made.</p>

Description of Incident	Supported	Initial Response	Subsequent Response	Target Restoration	Escalation
<p>Severity 4 (Low)</p> <ul style="list-style-type: none"> <li>• general usage question, request for information, reporting of a documentation error, or recommendation for a future product enhancement or modification. There is low-to-no impact on the business or the performance or functionality of the system.</li> </ul>	<p>During business hours</p>	<p>3 Business Days</p>	<p>5 Business Days</p>	<p>As decided jointly between the business and utility</p>	<p>If unable to be resolved, Severity 4 issues will be escalated to appropriate levels of leadership at the utilities request.</p> <p>Customer may escalate at any time it feels unacceptable progress is being made.</p>

In order for Landis+Gyr to meet Target Response Times outlined above, Landis+Gyr customers should make contact via telephone to report Severity 1 (Critical) or Severity 2 (High issues). Any resolution of such Cases may take the form of a written response, supplementary documentation, work-around, coding change, product patch, or other correctional aids, which Landis+Gyr will provide to Customer. Landis+Gyr will respond to and investigate any suspected Incident in the Cloud Software within the time provided above. Resolution of such Incidents may take the form of a written response, supplementary documentation, work-around, coding change, product patch, or other correctional aids, which Landis+Gyr will provide to Customer.

Should business requirements call for a more customized level of support, Landis+Gyr also offers Premium Support packages, which include dedicated technical support, client management and executive dashboard views to open technical views and more. Premium Support includes discounted rates for additional Smart Grid service offerings as well. Pricing for Premium Support is based on an agreed scope of work based on the options selected and can be quoted upon request.

### 3.5 Support Requests and Customer Obligations.

- (a) **Support Requests.** Customer may request Support Services by way of a Support Request. Customer will 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 will notify Landis+Gyr of each Support Request by e-mail, telephone or such other means as the parties may agree to in writing. Customer will include in each Support Request a description of the reported Error and the time Customer first observed the Error. Customer agrees that Landis+Gyr may transfer Customer Data to any of Landis+Gyr’s Affiliates subsidiaries or group entities for customer support purposes even when such entities may be located outside the United States or Canada.
- (b) **Customer Obligations.** Customer will, by and through its employee or consultants provide Landis+Gyr with:
  - i. prompt notice of any Errors; and
  - ii. each of the following to the extent reasonably necessary to assist Landis+Gyr 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 Landis+Gyr may request.

3.6 Service Desk Contact Information. Landis+Gyr will provide Customer with access to the Service Desk. Landis+Gyr’s current Service Desk business hours are 7:00 AM to 6:00 PM Central Time, Monday through Friday, excluding Landis+Gyr observed holidays (available upon request) and weekends (“**Business Hours**”). In addition, emergency access to on-call personnel via Landis+Gyr’s Emergency Dispatch Service will be provided by Landis+Gyr from 6:01 PM through 6:59 AM, and 24 hours per day on weekends and holidays. Landis+Gyr will provide advanced

troubleshooting, via telephone or e-mail, as deemed necessary by qualified Landis+Gyr 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. Customer support portal, or
- iii. E-mail at support.na@landisgyr.com

All contact information is subject to change and update by delivery of notice and by posting on the Landis+Gyr Website at www.landisgyr.com.

4. Backup and Recovery. The SaaS Services do not replace the need for Customer to maintain regular data backups or redundant data archives. Landis+Gyr 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 (1) backup will be stored online (directly accessible). Such copy will be less than one (1) week old and may be overwritten as it is replaced with newer backups. Weekly backups are stored for a minimum of one (1) month. Monthly backups are stored in a separate location for a minimum of one (1) year.

5. Business Continuity and Disaster Recovery Protection. Landis+Gyr will maintain an ongoing Business Continuity (“BC”) program (that includes Risk Assessment) and Disaster Recovery (“DR”) program for the SaaS Services and implement such plan in the event of unplanned interruption of the SaaS Service.

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**  
**RESTATED**  
**SERVICE ORDER NO. 1 AND PRICING**

This Restated Service Order No. 1 (this “Service Order”) is part of and incorporated into the Amended and Restated SaaS Agreement. All capitalized terms that are not defined in this Schedule will have the respective meanings given to them in the SaaS Agreement. In the event of any conflict between the body of the SaaS Agreement and this Service Order B, the terms of this Service Order will govern.

**SCOPE OF SERVICE.** Landis+Gyr will provide Customer with access to Services on the terms and conditions set forth in the SaaS Agreement. Landis+Gyr will provide Services that will enable Customer to access the Cloud Software.

1. **Service(s) Description**

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

- Command Center Production Environment (or its successor)
- Advanced Security
- Command Center Disaster Recovery Environment (or its successor)
- Command Center Test/Dev Environment (or its successor)

2. **Service Term**

The initial term for this Service Order begins on the Effective Date and ends one hundred twenty (120) months thereafter (the “**Initial Service Order Term**”).

Upon expiration of the Initial Service Order Term, this Schedule B will automatically renew for successive three (3) 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. **Service Fee**

- 3.1 The SaaS Services Fees, payable by Customer to Landis+Gyr, for the duration provided are shown in the table(s) below (the “**Initial Service Fees**”):

**Command Center Pricing Table RF MESH**

Command Center Pricing up to 10,000 Endpoints	Monthly Fee Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
5-10k	\$1,195.00	\$1,495.00	\$1,850.00	\$2,145.00	\$2,145.00	\$2,145.00	\$2,145.00	\$2,145.00	\$2,145.00	\$2,145.00

For endpoints over 10,000 monthly SaaS Services Fees will be invoiced as shown below:

Tier	Price / Month
10,000 – 25,000	\$3,705.00
25,000 – 50,000	\$5,955.00
50,000 – 100,000	\$9,455.00

Should Customer’s Endpoint population exceed 100,000 Endpoints, the parties will define an applicable SaaS Services Fee.

**4. Price Increases**

Following the Initial Service Fee duration, Landis+Gyr is entitled to increase its Fees annually, with the policy to follow the amount of 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. In addition to this, Landis+Gyr is entitled to increase Fees once a year with an additional percentage on top of it with a maximum of 5%. Not raising fees is not a waiver of Landis+Gyr’s right to do so.

If Customer does not agree with this additional percentage, Customer has the possibility to object in writing within 30 days of receiving notice of this additional increase in Fees. Should Customer object timely, the Parties will discuss solutions.

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

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

- 5.1 Project Coordination. To the extent applicable, Landis+Gyr will provide a project coordinator to provide direction to Customer relating to Services such as during an Upgrade deployment. Customer to provide primary point of contact to work with the project coordinator.

- 5.2 **Installation and Configuration.** Installing the Cloud Software in the cloud setup with standard configurations. Custom configurations are available for an additional fee as detailed in an applicable SOW.
- 5.3 **Upgrades; End of Support.** Landis+Gyr and Customer will mutually agree on an Upgrade schedule for Cloud Software. Services include at least one (1) Cloud Software Upgrade per calendar year. Customer agrees to remain on a Supported Release of Cloud Software. Cloud Software DOES NOT INCLUDE any application or tools software running on local Customer computers or other Customer equipment. Customer acknowledges that new features may be added to the SaaS Services based on market demand and technological innovation. Accordingly, as Landis+Gyr develops enhanced versions of the SaaS Service, Landis+Gyr may cease to maintain and support older versions of the Cloud Software (“EOS). Landis+Gyr will use commercially reasonable efforts to provide Support Services with respect to older version of the Cloud Software that may accompany the SaaS Service. Landis+Gyr shall have no obligation to support Cloud Software outside of Landis+Gyr’s stated EOS policy for the applicable Cloud Software. Such EOS policies shall be made available to Customer either in the accompanying Documentation or upon request and are subject to update from time to time in Landis+Gyr’s reasonable discretion with no less than a twelve (12) month EOS notification period.
- 5.4 **Integration(s).** Landis+Gyr will provide integrations to third party systems for an additional fee as detailed in the applicable SOW.
- 5.5 **Data Availability.** Landis+Gyr will make available on a live basis at least 45 days of Customer Data. Data older than 45 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.
- 5.6 **Process Pass Through Fees.** Landis+Gyr will process and invoice Customer for any mutually agreed upon pass through fees as applicable such as communication fees.

## 6. **Customer Responsibilities:**

- 6.1 **Conduct Network Gateway Field Maintenance.** Customer will perform field maintenance work on the Meters/modules and Network Gateways. This includes, but is not limited to, updating the Network Gateway, and 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 Cloud 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 Network Gateway Communication.** Customer is responsible for purchasing and physically maintaining all Network Gateway 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. Landis+Gyr 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 and other field tools.
- 6.7 Loading Files. Customer is responsible for loading MMF (Meter Manufacture Files), IIF (Interchange File Format) and CIF (Customer Information Files) files to Cloud 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 Cloud 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 Cloud Software.
- 6.12 No Collection or Storage of PII. The Services under this Service Order does not collect nor store Personal Data (also referred to as PII). Customer agrees that it will not send or provide Landis+Gyr access to any PII, whether in data or any other form. Customer agrees to be fully responsible for reasonable costs and other amounts that Landis+Gyr may incur relating to any such information mistakenly provided to Landis+Gyr or the loss or disclosure of such information by Landis+Gyr, including those arising out of any third-party claims. Should Customer mistakenly provide PII to Landis+Gyr, Customer will immediately notify Landis+Gyr in writing in accordance with the notice provisions herein, and reasonably cooperate with Landis+Gyr to take any mitigating actions deemed necessary to remove such PII from the Landis+Gyr Systems. Should Customer wish to utilize PII, it will enter into a separate Service Order for Landis+Gyr's Meter Data Management System Cloud Software.

**ORDINANCE NO. 2974**

**AN ORDINANCE OF THE CITY OF ALLIANCE, NEBRASKA AMENDING CHAPTER 107 OF THE ALLIANCE MUNICIPAL CODE BY ADDING A NEW ARTICLE ALLOWING FOR MINOR SUBDIVISIONS, RENUMBERING SUBSEQUENT ARTICLES IN CHAPTER 107 TO REFLECT THE ADDITION OF THE NEW ARTICLE ALLOWING FOR MINOR SUBDIVISIONS, BUT NOT OTHERWISE REVISING OR AMENDING SUBSEQUENT ARTICLES, PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.**

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

Section 1. Chapter 107 of the Alliance Municipal Code is amended to read as follows:

**“ARTICLE VII. – MINOR SUBDIVISIONS**

Sec. 107-110. - Limitations. The minor subdivision process bypasses the preliminary platting requirement for smaller subdivisions of land and may only be used when a proposed subdivision meets all of the following criteria:

- (a) The subdivision does not create more than four new lots from any parcel, tract, or lot;
- (b) The subdivision is served by existing streets and utilities; or, if street or utility extensions are necessary, they must be less than 200 linear feet and the City must be in receipt of the same installation guarantees as required in Articles III and IV of this chapter;
- (c) Each lot created must conform fully to all requirements of the zoning district that pertains to the lots and each lot is developable;
- (d) No part of the proposed subdivision has been subject to the administrative or minor subdivision approval process;
- (e) The subdivision is no larger than 2 acres in size;
- (f) The applicant will not be permitted to piecemeal multiple minor subdivisions into a subdivision or addition that would otherwise not meet the requirements and intent of this code. Such subdivisions will be required to follow the preliminary and final platting process.

Sec. 107-111. – Process.

- (a) Staff Review. Within five working days of receipt of the plat, the City Manager or designee shall distribute copies of said plat to the city manager, city attorney, community development department, public works superintendent, electric department superintendent, and any other agency as required by state law. Each department may submit to the City Manager or designee, written reports of its findings and recommendations; such written reports shall be forwarded to the planning commission and city council with the minor subdivision plat. If no reply is received, said plat shall be deemed approved by the respective department.

- (b) Planning Commission. The city manager or designee shall submit the plat to the planning commission for a public hearing, review, and recommendation. In approving or disapproving the plat, the planning commission shall give due attention to the public hearing, reports prepared by staff, compliance with this code, and the City of Alliance Comprehensive Plan.
  
- (c) City Council. After a public hearing and recommendation by the planning commission, the city manager or designee shall submit the plat to the city council for a public hearing. The council may specify changes or modifications therein which it deems necessary and may make its approval subject to such alterations. In case of planning commission's disapproval, the subdivider may, on appeal, present the final plat to the council and seek approval. Upon approval by the council by ordinance duly passed, such approval shall be endorsed on the Mylar copy under the hand of the mayor and city clerk.

Sec. 107-112. – Plat Requirements.

The plat shall be prepared in the same manner as a final plat excepting parts I, J, and K.

Sec. 107-113. – Filing

The city clerk shall record the plat in the office of the Box Butte County Clerk within 30 days of its final approval by the city council.”

Section 2. Chapter 107 of the Alliance Municipal Code is renumbered as follows:

“ARTICLE VIII. – PLAT VACATION <sup>[2]</sup>” This Article is only renumbered and is not otherwise revised or amended.

Section 3. Chapter 107 of the Alliance Municipal Code is renumbered as follows:

“ARTICLE IX. – SUBDIVISION DESIGN REQUIREMENTS” This article is only renumbered and is not otherwise revised or amended.

Section 4. Chapter 107 of the Alliance Municipal Code is renumbered as follows:

“ARTICLE X. – INFRASTRUCTURE REQUIREMENTS” This Article is only renumbered and is not otherwise revised or amended.

Section 5. Prior Chapter 107 is now amended and included in the Alliance Municipal Code and all other ordinances and parts of ordinances in conflict herewith are repealed. Provided, however, this Ordinance shall not be construed to affect any rights, liabilities, duties or causes of action either criminal or civil, existing or actions pending at the time when this Ordinance becomes effective.

Section 6. This Ordinance shall become effective upon its passage, approval as provided by law, and publication shall be in pamphlet form.

PASSED AND APPROVED this 5<sup>th</sup> day of March, 2024.

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Earl Jones, Mayor

(SEAL)

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Shelbi C. Pitt, City Clerk

Approved as to form:

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Simmon's Olsen Law Firm, City Attorney

**ORDINANCE NO. 2975**

**AN ORDINANCE APPROVING THE FINAL PLAT OF LOT 9A, BLOCK 3, HILLCREST ADDITION TO THE CITY OF ALLIANCE, BOX BUTTE COUNTY, NEBRASKA, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 25 NORTH, RANGE 48 WEST OF THE 6<sup>TH</sup> P.M., BOX BUTTE COUNTY, NEBRASKA, REPEALING PRIOR SECTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

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

SECTION 1. The City of Alliance has received the application for approval of the Final Plat of a tract of land Situated in the Southeast Quarter of Section 25, Township 25 North, Range 48 West of the 6<sup>th</sup> P.M., Box Butte County, Nebraska.

SECTION 2. The Planning Commission held a public hearing January 9, 2024, and has recommended the approval of the Final Plat of Lot 9A, Block 3, Hillcrest Addition to the City of Alliance, Box Butte County, Nebraska, Situated in the Southeast Quarter of Section 25, Township 25 North, Range 48 West of the 6<sup>th</sup> P.M., Box Butte County, Nebraska.

SECTION 3. The City Council finds that the Final Plat contains the information required by Article 5 of the city of Alliance Municipal Code.

SECTION 4. The Final Plat of Lot 9A, Block 3, Hillcrest Addition to the City of Alliance, Box Butte County, Nebraska, Situated in the Southeast Quarter of Section 25, Township 25 North, Range 48 West of the 6<sup>th</sup> P.M., Box Butte County, Nebraska is hereby approved by the City of Alliance and shall be filed with the County Clerk as provided by City Code and State law within 30 days of this approval. The plat map which has been prepared is a part of these proceedings and is attached hereto and is incorporated herein and made a part hereof by reference.

SECTION 5. All ordinances, parts of ordinances, resolutions, and policies of the City of Alliance in conflict with this Ordinance are repealed..

SECTION 6. 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 March, 2024

(SEAL)

\_\_\_\_\_  
Earl Jones, Mayor

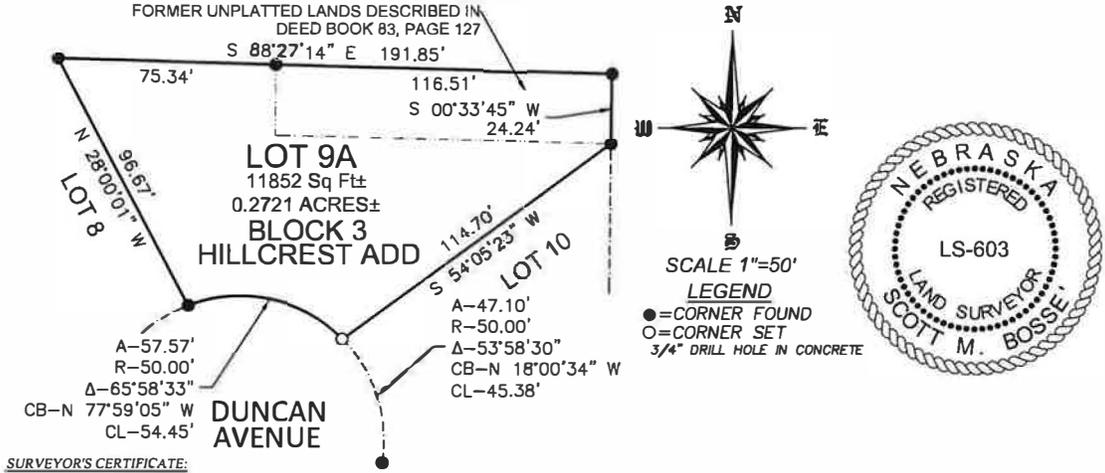
Attest: \_\_\_\_\_  
Shelbi Pitt, City Clerk

Approved as to Form and Legality:

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

# FINAL PLAT

LOT 9A, BLOCK 3, HILLCREST ADDITION, A REPLAT OF LOT 9, BLOCK 3, HILLCREST ADDITION TO THE CITY OF ALLIANCE, AND UNPLATTED LANDS IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 25 NORTH, RANGE 48 WEST OF THE 6TH P.M., BOX BUTTE COUNTY, NEBRASKA.



**SURVEYOR'S CERTIFICATE:**

I, SCOTT M. BOSSE, NEBRASKA REGISTERED LAND SURVEYOR NUMBER 603, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND PREPARED THE PLAT OF LOT 9A, BLOCK 3, HILLCREST ADDITION, A REPLAT OF LOT 9, BLOCK 3, HILLCREST ADDITION TO THE CITY OF ALLIANCE, AND UNPLATTED LANDS IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 25 NORTH, RANGE 48 WEST OF THE 6TH P.M., BOX BUTTE COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING DRAWING; THAT THE ACCOMPANYING DRAWING IS A CORRECT DELINEATION OF SAID SURVEY DRAWN TO A SCALE OF 30 FEET TO THE INCH; THAT SAID SURVEY AND DRAWING WAS CONDUCTED BY ME OR UNDER MY DIRECT SUPERVISION; THAT THE DISTANCES ARE GROUND DISTANCES GIVEN IN FEET AND DECIMALS OF A FOOT; AND THE MONUMENTS WERE FOUND OR SET AS INDICATED AND THE BOUNDARY IS DEPICTED BY A THICKENED SOLID LINE.

WITNESS MY HAND AND SEAL this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Scott M. Bosse  
NEBRASKA REGISTERED LAND SURVEYOR NUMBER 603

**OWNER'S STATEMENT:**

WE, THE UNDERSIGNED, BEING THE OWNERS OF LOT 9, BLOCK 3, HILLCREST ADDITION TO THE CITY OF ALLIANCE, AND UNPLATTED LANDS IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 25 NORTH, RANGE 48 WEST OF THE 6TH P.M., BOX BUTTE COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT HAVE CAUSED SUCH REAL ESTATE TO BE PLATTED AS: LOT 9A, BLOCK 3, HILLCREST ADDITION, A REPLAT OF LOT 9, BLOCK 3, HILLCREST ADDITION TO THE CITY OF ALLIANCE, AND UNPLATTED LANDS IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 25 NORTH, RANGE 48 WEST OF THE 6TH P.M., BOX BUTTE COUNTY, NEBRASKA.

THAT THE FOREGOING PLAT WAS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

SHARON K. HARRIS

**ACKNOWLEDGMENT:**

STATE OF NEBRASKA )  
COUNTY OF BOX BUTTE )

BEFORE ME, A NOTARY PUBLIC, QUALIFIED AND ACTING IN SAID COUNTY, PERSONALLY, SHARON K. HARRIS, TO ME KNOWN TO BE THE IDENTICAL PERSONS WHOSE SIGNATURES IS AFFIXED TO THE FOREGOING "OWNER'S STATEMENT" AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED.

WITNESS MY NOTORIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

**APPROVAL AND ACCEPTANCE**

THE FOREGOING PLAT OF LOT 9A, BLOCK 3, HILLCREST ADDITION, A REPLAT OF LOT 9, BLOCK 3, HILLCREST ADDITION TO THE CITY OF ALLIANCE, AND UNPLATTED LANDS IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 25 NORTH, RANGE 48 WEST OF THE 6TH P.M., BOX BUTTE COUNTY, NEBRASKA, IS HEREBY APPROVED AND ACCEPTED BY THE CITY OF ALLIANCE, BOX BUTTE COUNTY, NEBRASKA.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

CITY MANAGER

ATTEST: \_\_\_\_\_  
CITY CLERK

PLANNING COMMISSION CHAIR

PLANNING APPROVAL DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

<b>SHEET 1 OF 1</b>	PROJECT: LOT 9A, BLOCK 3 HILLCREST ADD SHARON HARRIS ALLIANCE, NEBRASKA	<b>ACCUSTAR SURVEYING</b> 30601 COUNTY ROAD 17 PHONE: (308) 623-0197	Scale 1"=50' Date: DECEMBER 11, 2023 Drawn by: SHB REVISIONS:
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# Narrative

## March 5, 2024



### **ORDINANCE- ADOPTION OF MEAN SCHEDULE M MODERNIZATION INITIATIVE**

The Municipal Energy Agency of Nebraska (MEAN) Board of Directors and Governance Review Committee have been working on an initiative to modernize its Total Power Requirements Power Purchase Contract, known as the Service Schedule M (SSM) contract. This review was started in 2020, the Committee has been meeting regularly and providing updates to the MEAN Board of Directors. In May of 2023 the Committee and Board reviewed a draft of the modernized SSM agreement and reviewed it again in August of 2023. In the interim MEAN was seeking input from all city/village/town-appointed attorneys to participate and provide feedback on the draft agreement. MEAN presented the final version for approval by the Board of Directors in November of 2023. The final version has been distributed to current Service Schedule M communities for consideration and approval before the April 1, 2024, effective date.

The current Service Schedule M contract was created by MEAN in 1982. It is MEAN's Total Power Requirements Power Purchase Agreement. The primary purpose of the SSM is to acquire long-term, low cost and reliable power supply for MEAN participants. The current SSM agreement is now more than 40 years old. There have been many changes in the electric industry, markets and regulations that prompted the need to modernize some of the terms of the SSM contract.

**What is changing in the SSM agreement?** General Power Industry Modernization. Updates and new provisions in the following areas are necessary due to current applicable rules and regulations in the electric industry that have evolved in the last 40 years: Transmission and ancillary services, point of delivery description, market operator/regional transmission organization roles and requirements, collateral, and compliance with tax, bond, and other regulatory requirements. Additional changes are being made to match typical modern commercial terms and current MEAN practices.

**What is not changing in the SSM agreement?** Most of the material terms do not change. Price, quantity, and parties are material terms that are not changing. Most other material terms will remain unchanged. Scope of Services will not materially change (the description of services will be modernized to reflect the projects and services offered in today's industry).

# Narrative

## March 5, 2024



**What happens if a community does not sign the new SSM agreement?** Any communities choosing to remain under the old SSM agreement and opting out of a new power project would convert to a Contract Purchaser and would need to secure another power supplier to fulfill any need over the current Contract Demand, as well as any associated transmission required. Additionally, arrangements would need to be made by the community with the applicable market operator and transmission provider to facilitate such a change, which must comply with all applicable rules, regulations and specific timelines established by the market operator and transmission provider. The community would be required to assume responsibility for several tasks related to power supply and transmission.

MEAN provides wholesale electric supply to 62 participating communities in Iowa, Colorado, Nebraska, and Wyoming. A not-for-profit organization formed in 1981, MEAN is governed by its participants through representation on the MEAN Board of Directors. MEAN has been working on this modernization initiative since 2020 and the MEAN Board of Directors and Governance Review Committee have reviewed and approved its implementation. The City of Alliance attorneys have reviewed and have no objections or issues of concern with the new agreement.

### **RECOMMENDATION:**

**APPROVE ORDINANCE ADOPTING MEAN SERVICE SCHEDULE M MODERNIZATION INITIATIVE. STAFF IS REQUESTING THAT THE SECOND AND THIRD READING BE WAIVED.**

## ORDINANCE NO. 2976

AN ORDINANCE AUTHORIZING AND DIRECTING EXECUTION OF THE AMENDED AND RESTATED TOTAL POWER REQUIREMENTS POWER PURCHASE AGREEMENT BY THE CITY OF ALLIANCE, NEBRASKA, WITH THE MUNICIPAL ENERGY AGENCY OF NEBRASKA; TO ACKNOWLEDGE AND PROVIDE FOR LIMITATIONS ON USE OF THE ELECTRICITY; TO PROVIDE FOR AN EFFECTIVE DATE AND TO PROVIDE FOR PUBLICATION IN PAMPHLET FORM.

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

**Section 1.** The City Council of the City of Alliance, Nebraska finds and declares it to be in the public interest and in the interest of the customers of the City's Electric Utility that the City adopt and execute Service Schedule M, Amended and Restated Total Power Requirements Power Purchase Agreement, with the Municipal Energy Agency of Nebraska ("MEAN").

**Section 2.** It is ordered and directed that the City of Alliance, Nebraska, acting through its Mayor and City Clerk, execute Service Schedule M, Amended and Restated Total Power Requirements Power Purchase Agreement, a copy of the schedule being attached hereto and made a part hereof.

**Section 3.** The City of Alliance, Nebraska, does adopt and approve each of the objectives, terms and conditions set forth in Service Schedule M.

**Section 4.** This ordinance shall be in full force and take effect after its passage, approval and publication shall be in pamphlet form.

**Section 5.** The City acknowledges that certain of the generating facilities used by MEAN to provide electricity to the City have been financed with tax-exempt bonds and the use of the electric output of such generating facilities is restricted by Federal tax regulations. In order to permit MEAN to comply with such Federal tax regulations, the City agrees to use all of the electricity delivered to it by MEAN solely to serve customers in its long-term service area pursuant to generally applicable and uniformly rates and charges. "Long-Term Service Area" means any area that the City has provided electric service to for at least ten years. Any other use, resale or remarketing of electricity delivered by "MEAN" to the City must be approved in writing by MEAN.

PASSED AND APPROVED THIS 5<sup>th</sup> DAY OF March, 2024:

City of Alliance, Nebraska

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Earl Jones, Mayor

(SEAL)

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Shelbi C. Pitt, City Clerk

Approved as to form:

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Simmon's Olsen Law Firm, City Attorney

**CITY COUNCIL AGENDA REQUEST FORM**

Agenda Item: City Hiring Practices

Proposed Agenda Date: March 5, 2024

Name of person(s) proposing item: Karen Trussell

Contact number of person(s) proposing item: 762-8545

Brief description of agenda item: Hiring practices

Documentation: Recent Panhandle Post & Post Podcast:  
Alliance City Manager On Police  
Chief Selection

Desired Outcome: Public Awareness of hiring practices

Approval for placement on Council Agenda: \_\_\_\_\_  
City Manager

**This request must be submitted to the City Clerk no later than seven (7) business days prior to the City Council meeting. Items submitted after this deadline if complete, will be scheduled for the following City Council meeting.**

Karen Trussell  
Signature of person submitting agenda item

March 26, 2024  
Date

- cc: City Manager
- Assistant City Manager
- City Clerk
- City Attorney

**CITY COUNCIL AGENDA REQUEST FORM**

Agenda Item: New Police Chief

Proposed Agenda Date: March 5, 2024

Name of person(s) proposing item: Tamara Wood

Contact number of person(s) proposing item: 308-760-7577

Brief description of agenda item: Opposed to the hiring of  
David Leavitt

Documentation:

Desired Outcome:

Rescind offer of employment to Mr. Leavitt

Approval for placement on Council Agenda: \_\_\_\_\_

City Manager

**This request must be submitted to the City Clerk no later than  
seven (7) business days prior to the City Council meeting.**  
Items submitted after this deadline if complete, will be scheduled for the following  
City Council meeting.

Tamara Wood  
Signature of person submitting agenda item

2/27/24  
Date

cc: City Manager  
Assistant City Manager  
City Clerk  
City Attorney

CITY COUNCIL AGENDA REQUEST FORM

Agenda Item: New Police Chief

Proposed Agenda Date: 3/5/24

Name of person(s) proposing item: Jeff Schneider

Contact number of person(s) proposing item: 760-3995

Brief description of agenda item: To present why David Leavitt  
is a bad choice for Alliance

Documentation: see attachments in email

Desired Outcome: to reconsider the choice to hire  
David Leavitt

Approval for placement on Council Agenda: \_\_\_\_\_  
City Manager

**This request must be submitted to the City Clerk no later than seven (7) business days prior to the City Council meeting. Items submitted after this deadline if complete, will be scheduled for the following City Council meeting.**

[Signature]  
Signature of person submitting agenda item

2/20/24  
Date

- cc: City Manager
- Assistant City Manager
- City Clerk
- City Attorney



**CITY COUNCIL AGENDA REQUEST FORM**

Agenda Item: Hiring of Chief of Police

Proposed Agenda Date: March 5, 2024

Name of person(s) proposing item: Tim Smith

Contact number of person(s) proposing item: 760-7867

Brief description of agenda item: opposition of the hiring of David Leavitt to the position of Police Chief for the City of Alliance

Documentation: Public records obtained through various sources.

Desired Outcome: RECORDING OF MR LEAVITT'S HIRING / REVERSAL OF City Council's Approval / REVIEW OF City Manager's Authority to hire Administrative Personnel

Approval for placement on Council Agenda: \_\_\_\_\_  
City Manager

**This request must be submitted to the City Clerk no later than seven (7) business days prior to the City Council meeting. Items submitted after this deadline if complete, will be scheduled for the following City Council meeting.**

Tim Smith  
Signature of person submitting agenda item

2-28-24  
Date

- cc: City Manager
- Assistant City Manager
- City Clerk
- City Attorney

cc: Earl Jones Mayor

**CITY COUNCIL AGENDA REQUEST FORM**

Agenda Item: New Police Chief

Proposed Agenda Date: March 5<sup>th</sup>

Name of person(s) proposing item: Spencer Sanchez

Contact number of person(s) proposing item: \_\_\_\_\_

Brief description of agenda item: why + how the decision was made based upon past circumstances.

Documentation: NEWS ARTICLES, FB.

Desired Outcome: Find Different Police Chief!

Approval for placement on Council Agenda: \_\_\_\_\_  
City Manager

**This request must be submitted to the City Clerk no later than seven (7) business days prior to the City Council meeting. Items submitted after this deadline if complete, will be scheduled for the following City Council meeting.**

[Signature]  
Signature of person submitting agenda item

2/28/24  
Date

- cc: City Manager
- Assistant City Manager
- City Clerk
- City Attorney



**CITY COUNCIL AGENDA REQUEST FORM**

Agenda Item: Recent Hire

Proposed Agenda Date: March 5, 2024

Name of person(s) proposing item: Joshua Trussell

Contact number of person(s) proposing item: 308 760-1767

Brief description of agenda item: address city hiring process's procedure

Documentation: N/A

Desired Outcome: N/A

Approval for placement on Council Agenda: \_\_\_\_\_  
City Manager

**This request must be submitted to the City Clerk no later than seven (7) business days prior to the City Council meeting. Items submitted after this deadline if complete, will be scheduled for the following City Council meeting.**

Josh Trussell  
Signature of person submitting agenda item

2-22-24  
Date

- cc: City Manager
- Assistant City Manager
- City Clerk
- City Attorney