

# Council Meetings

## February 17, 2026 City Council Meeting

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**Building the Best Hometown in America®**

**ALLIANCE, NEBRASKA  
CITY COUNCIL MEETING  
Alliance Learning Center  
1750 Sweetwater Avenue  
February 17, 2026 – 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, Payroll, Claims and Council Proceedings  
AVFD Roster Update  
Cemetery Certificate  
Resolution No. 26-08 – Electrical Interlocal Agreement  
Resolution No. 26-09 – Aging Office Lease Agreement

**B. Quarterly Financial Report**

Finance Director Cindy Baker will present the first quarter financial report for the 2025/2026 Fiscal Year.

**C. Ordinance No. 3013 – Water Revenue Bonds – First Reading**

Ordinance No. 3013 is before the Council on First Reading, which will approve the issuance of Water Revenue Bonds in the amount not to exceed \$3,300,000 to be issued to make and/or construct certain improvements to or purchase necessary equipment for the water system in the City of Alliance. Staff is requesting the second and third readings be waived.

**D. Ordinance No. 3014 – Sewer Revenue Bonds – First Reading**

Ordinance No. 3014 is before the Council on First Reading, which will approve the issuance of Sewer Revenue Bonds in the amount not to exceed \$700,000 to be issued to make and/or construct certain improvements to or purchase necessary equipment for the sewer system in the City of Alliance. Staff is requesting the second and third readings be waived.

**E. Ordinance No. 3015 – Highway Allocation Bonds – First Reading**

Ordinance No. 3015 is before the Council on First Reading, which will approve the issuance of Highway Allocation Bonds in the amount not to exceed \$2,500,000 to be issued to construct and improve certain streets and related improvements in the City of Alliance. Staff is requesting the second and third readings be waived.

**F. Ordinance No. 3016 – Passenger Loading and Unloading – First Reading**

Ordinance No. 3016 is before the Council on First Reading, which will approve and add to the City of Alliance Municipal Code, Section 26-59 designating certain areas where passenger loading and unloading is prohibited and prohibiting unattended vehicles in designated loading zones.

**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

**G. Resolution No. 26-10 – Commercial Refuse Rates**

Resolution No. 26-10 will accept and approve proposed Commercial Refuse Rates of Solid Waste Disposal.

**H. Discussion Item – Alternate Electrical Feed Line**

The Alliance City Council will discuss and provide direction on the selection of a natural gas or diesel generator system to allow staff to begin the planning process.

**I. Discussion Item – Vacant Property Registration Ordinance**

▪ **Motion to Adjourn**

Respectfully submitted,



Ammie L. Bedient  
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 – February 17, 2026

1. Approval: Minutes of the Regular Meeting, February 3, 2026.
2. Approval: Payroll from January 23, 2026 in the total amount of \$269,437.88.
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; \$1,800,692.96.
4. Approval: Alliance Volunteer Fire Department Roster Update.
5. Approval: Cemetery Certificate for Shirley Underwood.
6. Approval: Resolution No. 26-08 which will authorize an Interlocal Agreement for Electrical Work Assistance with the City of Bridgeport, allowing either City to request additional manpower or equipment as needed, with reimbursement for labor, equipment, and truck time.
7. Approval: Resolution No. 26-09 which will approve the Lease Agreement between the City of Alliance and the Aging Office of Western Nebraska for the property located at 212 Yellowstone Avenue, Alliance, Nebraska.

NOTE: Interim City Manager(s) Shoemaker and Brown and Finance Director 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 3, 2026

**ALLIANCE CITY COUNCIL**

REGULAR MEETING, TUESDAY, FEBRUARY 3, 2026

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

The Alliance City Council met in a Regular Meeting, February 3, 2026 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 January 28, 2026. 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 McGhehey opened the February 3, 2026 regular meeting of the Alliance, Nebraska City Council at 7:00 p.m. Present were Mayor McGhehey, Vice Mayor Mashburn and Council Members Turman, Yates, and Hitchcock. Also present were Interim City Manager(s) Shoemaker and Brown, Finance Director Baker, City Attorney Selzer and City Clerk Bedient.

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

**CONSENT CALENDAR – February 3, 2026**

1. Approval: Minutes of the Regular Meeting, January 20, 2026.
2. Approval: Payroll from January 9, 2026 in the total amount of \$401,418.30.
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; \$1,254,409.75.

February 3, 2026

4. Approval: Resolution No. 26-06 which will accept the bid of Snyder Refuse of Lincoln, NE, and the contract is awarded accordingly for the purchase of refuse containers at the bid price of \$48,680.00 from GL # 06-41-42-45-526.

NOTE: Interim City Manager(s) Shoemaker and Brown and Finance Director 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.

Vice Mayor Mashburn inquired about Snyder Industries being the only bidder.

Public Works Director Grant confirmed this is typical, as the City of Alliance sends bids to three companies annually, and Snyder Industries is usually the only respondent. Stating the City has established history with this vendor.

Vice Mayor Mashburn inquired about changing lids on current refuse containers.

Public Works Director Grant explained that whether they replace just lids or entire refuse containers depends on the age and condition of the unit. The City has been using the same model for 5-6 years and can replace lids and pins on these, but older metal refuse containers often need full replacement as they just rust out and parts become unavailable.

Roll call vote with the following results:

Voting Aye: Hitchcock, Yates, Turman, Mashburn, and McGhehey.

Voting Nay: None.

Motion carried.

- The next item on the agenda for Council was Resolution No. 26-07 which will accept and approve the changes to established Cart Storage and Locker Rental fees at SkyView Golf Course. The following information was provided:

#### **[SkyView Golf Course Fee Recommendation**

In an effort to further enhance and promote increased use of SkyView Golf course, the Golf Course Advisory Board (GCAB) is recommending changes to the Cart Storage and Locker Rental Fees for the 2026 golf season. The proposed rental fee increase also includes the implementation of a Course Use Discount. This discount will be applied if the customer also purchases a membership or punch card at SkyView golf course for the current season. For active course users, who have memberships or utilize punch cards, rental fees will remain consistent. Fee recommendations are as follows:

February 3, 2026

	Current	Proposed	Course Use Discount
Annual Private Cart Storage	\$400.00	\$600.00	(\$200.00)
Annual Locker Rent	\$ 45.00	\$ 90.00	(\$ 45.00)

Over time, individuals who do not actively utilize the golf course have continued to store personal equipment on-site. This has resulted in reduced availability of storage space for golfers who regularly use the facility, and a waiting list for private cart storage and locker rentals. The goal of this recommendation is to adjust storage fees to encourage use of the facility while prioritizing active golfers who contribute directly to course utilization. In addition, the proposed increase will better align fees with space demand, reduce long-term storage by inactive users, and free up capacity for individuals who actively utilize the golf course.

If approved, city staff will send letters to all individuals who will be affected by these rate changes for the 2026 golfing season.

**RECOMMENDATION: APPROVE PROPOSED REVISIONS TO THE GOLF FEES EFFECTIVE IMMEDIATELY FOR THE 2026 GOLFING SEASON.]**

A motion was made by Vice Mayor Mashburn, seconded by Councilman Yates to approve the Resolution No. 26-07. Which follows in its entirety:

RESOLUTION NO. 26-07

*WHEREAS*, The City of Alliance owns and operates a Municipal Golf Course; and

*WHEREAS*, Fees are required for the upkeep, maintenance and improvement of the golf course; and

*WHEREAS*, Staff desires to implement new fees at SkyView Golf Course; and

*NOW, THEREFORE, BE IT RESOLVED* by the Mayor and Council of the City of Alliance, Nebraska, that the changes to the established Golf Fee Schedule are hereby authorized. Golf course fees effective February 3, 2026 shall be amended as follows:

		Course Use Discount
Cart Storage	\$600.00	(\$200.00)
Men's Locker	\$90.00	(\$45.00)
Woman's Locker	\$90.00	(\$45.00)

February 3, 2026

Interim City Manager Brown stated this proposal was motivated by the Golf Course Advisory Board to structure the fees to incentivize movement of unused carts – golfers who actively use the course and purchase memberships or punch cards will receive discounts that cancel out the rate increase. The same approach applies to lockers, which also have waiting lists.

Roll call vote with the following results:

Voting Aye: Yates, Turman, Mashburn, Hitchcock, and McGhehey.

Voting Nay: None.

Motion carried.

- The next item on the agenda for Council was a Discussion Item for the Hal Murray Softball Complex Expansion and Improvement Project.

Interim City Manager Brown presented background on funding opportunities and explained the challenges with moving forward at this time. Brown expressed concern about recommending the study expenditure given the current budget constraints and the significant construction costs involved. Unlike the Sunken Gardens project, which had strong community support and fundraising, this initiative has not originated from the community.

Mayor McGhehey stated the Council consensus was not to pursue the expansion grant at this time, but to explore alternative approaches focused on the lighting replacement.

- The last item on the agenda for Council was Executive Discussion.

A motion was made by Vice Mayor Mashburn, seconded by Councilman Yates, to enter Executive Session for the purpose of discussing the City Manager Candidate.

Roll call vote with the following results:

Voting Aye: Turman, Mashburn, Hitchcock, Yates and McGhehey.

Voting Nay: None.

Motion carried.

Council at this time entered into closed session at 7:20 p.m. The closed session concluded at 8:26 p.m.

The Alliance City Council adjourned the February 3, 2026 City Council Meeting at 8:26 p.m.

February 3, 2026

(SEAL)

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John McGhehey, Mayor

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Ammie L. Bedient, 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: **1/23/2026**

**GROSS PAYROLL**

\$ 237,255.35

(GET FROM SINGLE LINE SUMMARY REPORT)

EMPLOYER COSTS

(GET FROM BENEFITS REGISTER REPORT)

FICA	\$ 13,748.71	
MEDICARE	\$ 3,470.76	
POLICE PENSION - PRINCIPAL	\$ 3,568.79	
FIRE PENSION - PRINCIPAL	\$ 2,598.31	
GENERAL PENSION - PRINCIPAL	\$ 8,795.96	
MISSION SQUARE PENSION	\$ 0.00	
H S A SANDHILLS STATE BANK	\$ 0.00	
HEALTH/LIFE INSURANCE - HEALTH FUND	\$ 0.00	
TOTAL BENEFITS		\$ 32,182.53

**TOTAL PAYROLL COSTS**

**\$ 269,437.88**

CITY CLERK - AMMIE BEDIENT

\$ 243,444.13 TOTAL PAYROLL LIABILITY  
\$ 871.46 COLONIAL LIFE  
\$ 89.80 UNITED WAY  
\$ 450.00 UNION DUES  
\$ 375.76 DCARE/FSA  
\$ 788.24 LIFE INS  
\$ 152.50 EAC  
\$ 0.00 ARC  
\$ 31,250.50 401K  

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\$ 277,422.39 TOTAL  
-\$ 1,671.92 RSVP COST  
\$ 0.00 REDUCE PAYROLL ACCT BALANCE  
**\$ 275,750.47 GRAND TOTAL**

Report Criteria:

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

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>General Fund</b>					
<b>01-0000-03346 Clearing</b>	General Fund				
FIRSTBANK CARD	FOUNDATION	O'CONNOR 1/	01/20/2026	212.52	
<b>01-0000-03346 Clearing</b>	General Fund				
FIRSTBANK CARD	MEALS	PLACEK 1/26	01/07/2026	9.23	
<b>01-0000-23321 Sales Tax Payable</b>	General Fund				
NE DEPT OF REVENUE - SALES	SALES & USE TAX - POOL	JANUARY-26	02/09/2026	.00	
<b>01-0000-23321 Sales Tax Payable</b>	General Fund				
NE DEPT OF REVENUE - SALES	SALES & USE TAX - ADMIN	JANUARY-26	02/09/2026	20.44	02/09/2026
<b>01-0000-23321 Sales Tax Payable</b>	General Fund				
NE DEPT OF REVENUE - SALES	SALES & USE TAX - CARHENG	JANUARY-26	02/09/2026	2.68	02/09/2026
Total :				244.87	
Total :				244.87	
<b>01-10-10-42-294 Conferences, Cont Education</b>	General Fund	City Council	City Council		
FIRSTBANK CARD	MIDWINTER CONFERENCE	BEDIENT 1/25	01/12/2026	476.00	
<b>01-10-10-43-335 Other Technical Services</b>	General Fund	City Council	City Council		
M29 TECHNOLOGY AND DESIGN	MONTHLY SUBSCRIPTION	609B0880-002	01/28/2026	100.00	
<b>01-10-10-45-511 Office Supplies</b>	General Fund	City Council	City Council		
PRINT EXPRESS	BUSINESS CARDS	85266	01/13/2026	57.00	
Total City Council:				633.00	
Total City Council:				633.00	
<b>01-11-11-42-294 Conferences, Cont Education</b>	General Fund	City Administration	City Administration		
FIRSTBANK CARD	CLERK SCHOOL	BEDIENT 1/25	01/12/2026	443.00	
<b>01-11-11-44-423 Database Subscriptions</b>	General Fund	City Administration	City Administration		
FIRSTBANK CARD	TEAM ALERTS	BEDIENT 1/25	01/12/2026	104.64	
<b>01-11-11-44-431 Legal, Public Notices</b>	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	LEGAL-MISC	757928	01/21/2026	12.30	
<b>01-11-11-44-431 Legal, Public Notices</b>	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	LEGAL-MISC	757926	01/21/2026	12.30	
<b>01-11-11-44-431 Legal, Public Notices</b>	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	LEGAL-MISC	757932	01/21/2026	12.30	
<b>01-11-11-44-431 Legal, Public Notices</b>	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	LEGAL-MISC	757927	01/21/2026	11.87	
<b>01-11-11-44-431 Legal, Public Notices</b>	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	LEGAL-MISC	757931	01/21/2026	12.30	
<b>01-11-11-44-431 Legal, Public Notices</b>	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	LEGAL-MISC	757930	01/21/2026	12.30	
<b>01-11-11-44-431 Legal, Public Notices</b>	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	LEGAL-MISC	757925	01/21/2026	12.30	
<b>01-11-11-44-431 Legal, Public Notices</b>	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	LEGAL-MISC	757933	01/21/2026	2.17	
<b>01-11-11-44-431 Legal, Public Notices</b>	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	LEGAL-MISC	757934	01/21/2026	12.30	
<b>01-11-11-44-431 Legal, Public Notices</b>	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	LEGAL-MISC	757938	01/21/2026	12.30	
<b>01-11-11-44-431 Legal, Public Notices</b>	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	LEGAL-MISC	757936	01/21/2026	11.87	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>01-11-11-44-431 Legal, Public Notices</b>	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	LEGAL-MISC	757937	01/21/2026	12.30	
<b>01-11-11-44-431 Legal, Public Notices</b>	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	LEGAL-MISC	757933	01/21/2026	10.13	
<b>01-11-11-44-431 Legal, Public Notices</b>	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	LEGAL-MISC	757935	01/21/2026	12.30	
<b>01-11-11-44-431 Legal, Public Notices</b>	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	LEGAL-MISC	757929	01/21/2026	12.30	
<b>01-11-11-44-431 Legal, Public Notices</b>	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	LEGAL-MISC	757939	01/21/2026	12.30	
<b>01-11-11-44-436 Mail, Delivery Services</b>	General Fund	City Administration	City Administration		
QUADIENT FINANCE USA INC	CITY MANAGER	757944	01/01/2026	19.08	
<b>01-11-11-44-451 Telephone Line Expense</b>	General Fund	City Administration	City Administration		
CLEARFLY COMMUNICATIONS	308-313-2061	INV788501	02/01/2026	30.58	
<b>01-11-11-44-451 Telephone Line Expense</b>	General Fund	City Administration	City Administration		
CLEARFLY COMMUNICATIONS	308-313-2064	INV788501	02/01/2026	30.55	
<b>01-11-11-45-511 Office Supplies</b>	General Fund	City Administration	City Administration		
CULLIGAN WATER CONDITIONING	DELIVERY/RENTAL	757940	01/25/2026	58.65	
<b>01-11-11-45-511 Office Supplies</b>	General Fund	City Administration	City Administration		
FIRSTBANK CARD	DESK CALENDARS	BEDIENT 1/25	01/12/2026	26.92	
<b>01-11-11-45-513 Copy Machine Supplies</b>	General Fund	City Administration	City Administration		
COPIER CONNECTION, INC.	SERVICE CONTRACT	34898	01/27/2026	115.00	
Total City Administration:				1,012.06	
Total City Administration:				1,012.06	
<b>01-31-31-43-373 Contract Custodial Services</b>	General Fund	Police Administration	Police Department		
HP CLEANING AND SEWING	ANNEX CLEANING	020426PD	02/01/2026	196.00	
<b>01-31-31-43-379 Other Contract Operating Svcs</b>	General Fund	Police Administration	Police Department		
CULLIGAN WATER CONDITIONING	RO RENTAL	757948	01/25/2026	23.95	
<b>01-31-31-45-551 Fuel,Oil,Lube-Veh,Mach,Equip</b>	General Fund	Police Administration	Police Department		
VOYAGER FLEET SYSTEMS INC	POLICE ADMIN	869456715260	02/01/2026	249.08	
<b>01-31-31-45-558 Tires-Vehicle, Equipment</b>	General Fund	Police Administration	Police Department		
PRECISION STEREO TECHNOLOG	UNIT #111 TIRE REPAIR	56923	02/03/2026	25.00	
Total Police Administration:				494.03	
<b>01-31-32-42-294 Conferences, Cont Education</b>	General Fund	Police Operations	Police Department		
FIRSTBANK CARD	HOTEL	LOPER 1/26	01/11/2026	240.08	
<b>01-31-32-42-294 Conferences, Cont Education</b>	General Fund	Police Operations	Police Department		
FIRSTBANK CARD	ICAP TRAINING-J. NORRIS K. FELK	FELKER 1/26	01/20/2026	1,140.00	
<b>01-31-32-42-294 Conferences, Cont Education</b>	General Fund	Police Operations	Police Department		
FIRSTBANK CARD	MEAL	GRUMBLES 1/	01/21/2026	67.41	
<b>01-31-32-42-294 Conferences, Cont Education</b>	General Fund	Police Operations	Police Department		
FIRSTBANK CARD	MEALS	PETERSON 1/	01/22/2026	51.61	
<b>01-31-32-42-294 Conferences, Cont Education</b>	General Fund	Police Operations	Police Department		
FIRSTBANK CARD	MEALS	NORRIS 1/26	01/16/2026	215.33	
<b>01-31-32-42-294 Conferences, Cont Education</b>	General Fund	Police Operations	Police Department		
FIRSTBANK CARD	MOTEL	GRUMBLES 1/	01/21/2026	232.72	
<b>01-31-32-42-294 Conferences, Cont Education</b>	General Fund	Police Operations	Police Department		
FIRSTBANK CARD	TRAINING	PETERSON 1/	01/22/2026	300.00	
<b>01-31-32-43-373 Contract Custodial Services</b>	General Fund	Police Operations	Police Department		
HP CLEANING AND SEWING	OPS CLEANING	020426PD	02/01/2026	1,204.00	
<b>01-31-32-43-374 Investigators Expense</b>	General Fund	Police Operations	Police Department		
FIRSTBANK CARD	MAILING	DAHLBERG 1/	01/20/2026	20.70	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>01-31-32-43-374 Investigators Expense</b>	General Fund	Police Operations	Police Department		
FIRSTBANK CARD	MAILING	LOPER 1/26	01/11/2026	7.90	
<b>01-31-32-43-374 Investigators Expense</b>	General Fund	Police Operations	Police Department		
CARTER'S HOME HARDWARE & AP	KEYS	31680/1	01/29/2026	12.32	
<b>01-31-32-44-421 Membership Dues</b>	General Fund	Police Operations	Police Department		
INTL ASSOC CHIEFS OF POLICE	DUES	0448065	12/22/2025	220.00	
<b>01-31-32-44-436 Mail, Delivery Services</b>	General Fund	Police Operations	Police Department		
FIRSTBANK CARD	MAILING	LOPER 1/26	01/11/2026	3.26	
<b>01-31-32-44-464 PMCNTSVC-Vehicle Repair</b>	General Fund	Police Operations	Police Department		
ALLIANCE MOTORS UNLIMITED, IN	UNIT #103 CHECK OVERHEATING/R	73876	02/09/2026	326.98	
<b>01-31-32-45-531 Uniforms</b>	General Fund	Police Operations	Police Department		
FIRSTBANK CARD	EMPLOYEE AWARD	FELKER 1/26	01/20/2026	105.55	
<b>01-31-32-45-544 Small Tools, Equipment</b>	General Fund	Police Operations	Police Department		
BLOEDORN LUMBER - ALLIANCE	MAGNUM RESET COMBO	9205488	01/31/2026	26.09	
<b>01-31-32-45-544 Small Tools, Equipment</b>	General Fund	Police Operations	Police Department		
FIRSTBANK CARD	GUN PARTS	PETERSON 1/	01/22/2026	383.73	
<b>01-31-32-45-544 Small Tools, Equipment</b>	General Fund	Police Operations	Police Department		
FIRSTBANK CARD	ELECTRONIC LEVER/TASER BATTE	DAHLBERG 1/	01/20/2026	1,043.19	
<b>01-31-32-45-544 Small Tools, Equipment</b>	General Fund	Police Operations	Police Department		
FIRSTBANK CARD	TARGET SYSTEM	LEAVITT 1/26	01/28/2026	472.99	
<b>01-31-32-45-544 Small Tools, Equipment</b>	General Fund	Police Operations	Police Department		
FIRSTBANK CARD	SHELVING	PETERSON 1/	01/22/2026	657.00	
<b>01-31-32-45-551 Fuel,Oil,Lube-Veh,Mach,Equip</b>	General Fund	Police Operations	Police Department		
DARREN'S CARQUEST AUTO PART	BATTERY	2723-529097	01/26/2026	4.50	
<b>01-31-32-45-551 Fuel,Oil,Lube-Veh,Mach,Equip</b>	General Fund	Police Operations	Police Department		
VOYAGER FLEET SYSTEMS INC	POLICE OPS	869456715260	02/01/2026	2,167.87	
Total Police Operations:				8,903.23	
<b>01-31-33-43-379 Other Contract Operating Svcs</b>	General Fund	Police Support Services	Police Department		
CULLIGAN WATER CONDITIONING	FILTERS/SERVICE CALL	757949	01/25/2026	212.95	
<b>01-31-33-43-379 Other Contract Operating Svcs</b>	General Fund	Police Support Services	Police Department		
FIRSTBANK CARD	ACROBAT STUDIO	LOPER 1/26	01/11/2026	48.13	
<b>01-31-33-43-379 Other Contract Operating Svcs</b>	General Fund	Police Support Services	Police Department		
FIRSTBANK CARD	DISPATCH SUPLLIES	GERTH 1/26	01/15/2026	29.16	
<b>01-31-33-43-379 Other Contract Operating Svcs</b>	General Fund	Police Support Services	Police Department		
LANGUAGE LINE SOLUTIONS INC	INTERPRETATION	11850301	01/31/2026	14.16	
<b>01-31-33-44-436 Mail, Delivery Services</b>	General Fund	Police Support Services	Police Department		
FIRSTBANK CARD	CERTIFIED MAIL	GERTH 1/26	01/15/2026	15.60	
<b>01-31-33-44-451 Telephone Line Expense</b>	General Fund	Police Support Services	Police Department		
QWEST - PHOENIX	91530019	768723165	01/16/2026	81.00	
<b>01-31-33-44-451 Telephone Line Expense</b>	General Fund	Police Support Services	Police Department		
QWEST - SEATTLE	333845094	757956	01/25/2026	5.94	
<b>01-31-33-44-452 Long Distance Expense</b>	General Fund	Police Support Services	Police Department		
QWEST - PHOENIX	65908409	768744853	01/20/2026	50.34	
<b>01-31-33-45-541 Office Furniture, Equipment</b>	General Fund	Police Support Services	Police Department		
AMAZON CAPITAL SERVICES	ROKU TV	13FN-TLCP-6	02/02/2026	139.99	
Total Police Support Services:				597.27	
<b>01-31-34-45-526 Other Supplies</b>	General Fund	Animal Control	Police Department		
FARM PLAN	ANIMAL SHELTER SUPPLIES	51518346	12/05/2025	106.19	
<b>01-31-34-45-551 Fuel,Oil,Lube-Veh,Mach,Equip</b>	General Fund	Animal Control	Police Department		
VOYAGER FLEET SYSTEMS INC	ANIMAL CONTROL	869456715260	02/01/2026	165.28	
Total Animal Control:				271.47	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
Total Police Department:				10,266.00	
<b>01-37-37-42-244 Volunteer Medical Services</b>	General Fund	Firefighting	Fire Department		
ALLIANCE RURAL FIRE PROT DIST	CLASSIC TINS WITH TAGS	52878	02/06/2026	500.00	
<b>01-37-37-42-294 Conferences, Cont Education</b>	General Fund	Firefighting	Fire Department		
VOYAGER FLEET SYSTEMS INC	TRAVEL CAR	869456715260	02/01/2026	12.41	
<b>01-37-37-44-451 Telephone Line Expense</b>	General Fund	Firefighting	Fire Department		
CLEARFLY COMMUNICATIONS	308-313-2077 FIRE	INV788501	02/01/2026	4.59	
<b>01-37-37-44-451 Telephone Line Expense</b>	General Fund	Firefighting	Fire Department		
CLEARFLY COMMUNICATIONS	308-313-2069 FIRE	INV788501	02/01/2026	30.55	
<b>01-37-37-44-451 Telephone Line Expense</b>	General Fund	Firefighting	Fire Department		
CLEARFLY COMMUNICATIONS	308-313-2070 FIRE	INV788501	02/01/2026	30.58	
<b>01-37-37-44-479 CNTSVC Other</b>	General Fund	Firefighting	Fire Department		
IDEAL LINEN INC	MOPS	11306818	01/29/2026	46.51	
<b>01-37-37-44-479 CNTSVC Other</b>	General Fund	Firefighting	Fire Department		
IDEAL LINEN INC	MOPS/TOWELS	11303072	01/01/2026	46.51	
<b>01-37-37-45-513 Copy Machine Supplies</b>	General Fund	Firefighting	Fire Department		
NEBRASKA TOTAL OFFICE	BLUE COPY PAPER	0130694-001	02/06/2026	12.99	
<b>01-37-37-45-551 Fuel,Oil,Lube-Veh,Mach,Equip</b>	General Fund	Firefighting	Fire Department		
VOYAGER FLEET SYSTEMS INC	FIRE	869456715260	02/01/2026	143.30	
Total Firefighting:				827.44	
<b>01-37-38-42-294 Conferences, Cont Education</b>	General Fund	Ambulance	Fire Department		
DAVID MEGGISON	EMT REFRESHER COURSE	70435	02/04/2026	278.25	
<b>01-37-38-43-375 EMS Billing Services</b>	General Fund	Ambulance	Fire Department		
QUICK MED CLAIMS LLC	EMS BILLING SERVICES	622000651	02/05/2026	225.05	
<b>01-37-38-44-462 PMCNTSVC-Other Machines</b>	General Fund	Ambulance	Fire Department		
ALLIANCE RURAL FIRE PROT DIST	BATTERY	740887	01/07/2026	45.33	
<b>01-37-38-45-521 Medical Supplies</b>	General Fund	Ambulance	Fire Department		
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	86086093	02/04/2026	548.79	
<b>01-37-38-45-521 Medical Supplies</b>	General Fund	Ambulance	Fire Department		
BOX BUTTE GENERAL HOSPITAL	MEDICAL SUPPLIES	757940	02/02/2026	282.49	
<b>01-37-38-45-521 Medical Supplies</b>	General Fund	Ambulance	Fire Department		
BOX BUTTE GENERAL HOSPITAL	MEDICAL SUPPLIES	757961	02/06/2026	146.47	
<b>01-37-38-45-521 Medical Supplies</b>	General Fund	Ambulance	Fire Department		
LIFE-ASSIST INC	MEDICAL SUPPLIES	2055911	02/03/2026	80.00	
<b>01-37-38-45-521 Medical Supplies</b>	General Fund	Ambulance	Fire Department		
LIFE-ASSIST INC	MEDICAL SUPPLIES	2060890	02/03/2026	162.84	
<b>01-37-38-45-521 Medical Supplies</b>	General Fund	Ambulance	Fire Department		
ROCKY MOUNTAIN AIR SOLUTIONS	OXYGEN	30646887	01/29/2026	270.34	
<b>01-37-38-45-521 Medical Supplies</b>	General Fund	Ambulance	Fire Department		
ZOLL MEDICAL CORPORATION	MEDICAL SUPPLIES	4415683	01/19/2026	501.02	
<b>01-37-38-45-551 Fuel,Oil,Lube-Veh,Mach,Equip</b>	General Fund	Ambulance	Fire Department		
VOYAGER FLEET SYSTEMS INC	AMBULANCE	869456715260	02/01/2026	53.93	
Total Ambulance:				2,594.51	
Total Fire Department:				3,421.95	
<b>01-41-44-45-526 Other Supplies</b>	General Fund	Facility Maintenance	Public Works		
BERNIES ACE HARDWARE	KEYS	331951	02/04/2026	5.98	
<b>01-41-44-45-526 Other Supplies</b>	General Fund	Facility Maintenance	Public Works		
BERNIES ACE HARDWARE	KEYS	332014	02/05/2026	5.98	
<b>01-41-44-45-526 Other Supplies</b>	General Fund	Facility Maintenance	Public Works		
CITY OF ALLIANCE	FACILITIES MAINT AT LANDFILL	002-00316211-	01/05/2026	11.49	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>01-41-44-45-544 Small Tools, Equipment</b> FIRSTBANK CARD	General Fund TOOLS	Facility Maintenance KUSEK 1/26	Public Works 01/16/2026	321.96	
Total Facility Maintenance:				345.41	
<b>01-41-46-43-373 Contract Custodial Services</b> IDEAL LINEN INC	General Fund MOPS/MATS	Municipal Building 11308268	Public Works 02/10/2026	198.15	
<b>01-41-46-44-451 Telephone Line Expense</b> CLEARFLY COMMUNICATIONS	General Fund 5400	Municipal Building INV788501	Public Works 02/01/2026	4.60	
<b>01-41-46-45-561 Bldg Maintenance Material</b> BERNIES ACE HARDWARE	General Fund FAUCET SEAT DRESSER KIT	Municipal Building 332220	Public Works 02/10/2026	12.18	
<b>01-41-46-45-561 Bldg Maintenance Material</b> BLOEDORN LUMBER - ALLIANCE	General Fund GEORGIAN SN COMBO SET	Municipal Building 9211469	Public Works 02/04/2026	54.99	
Total Municipal Building:				269.92	
Total Public Works:				615.33	
<b>01-61-60-42-294 Conferences, Cont Education</b> FIRSTBANK CARD	General Fund NPZA CONFERENCE	Community Development KUSEK 1/26	Community Develop 01/16/2026	235.00	
<b>01-61-60-44-436 Mail, Delivery Services</b> QUADIENT FINANCE USA INC	General Fund COMM DEV	Community Development 757944	Community Develop 01/01/2026	7.40	
<b>01-61-60-44-451 Telephone Line Expense</b> CLEARFLY COMMUNICATIONS	General Fund 308-313-2068 BUILDING & ZONING	Community Development INV788501	Community Develop 02/01/2026	30.55	
<b>01-61-60-44-451 Telephone Line Expense</b> CLEARFLY COMMUNICATIONS	General Fund 308-313-2067 COMMUNITY DEVELO	Community Development INV788501	Community Develop 02/01/2026	30.55	
<b>01-61-60-44-451 Telephone Line Expense</b> CLEARFLY COMMUNICATIONS	General Fund 308-313-2062 BUILDING & ZONING	Community Development INV788501	Community Develop 02/01/2026	4.60	
<b>01-61-60-45-511 Office Supplies</b> PRINT EXPRESS	General Fund INSPECTION RECORD	Community Development 85270	Community Develop 01/13/2026	177.75	
Total Community Development:				485.85	
<b>01-61-62-42-294 Conferences, Cont Education</b> FIRSTBANK CARD	General Fund ICC CONTINUING EDUCATION	Code Enforcement KUSEK 1/26	Community Develop 01/16/2026	750.00	
<b>01-61-62-45-551 Fuel,Oil,Lube-Veh,Mach,Equip</b> VOYAGER FLEET SYSTEMS INC	General Fund COMMUNITY DEV 011501	Code Enforcement 869456715260	Community Develop 02/01/2026	66.16	
Total Code Enforcement:				816.16	
<b>01-61-63-42-294 Conferences, Cont Education</b> FIRSTBANK CARD	General Fund CODE ENFORCEMENT CONTINUIN	Nuisance Abatement KUSEK 1/26	Community Develop 01/16/2026	198.00	
<b>01-61-63-44-436 Mail, Delivery Services</b> FIRSTBANK CARD	General Fund CERTIFIED MAIL	Nuisance Abatement KUSEK 1/26	Community Develop 01/16/2026	125.76	
<b>01-61-63-44-451 Telephone Line Expense</b> CLEARFLY COMMUNICATIONS	General Fund 308-313-2080 CODE ENFORCEMEN	Nuisance Abatement INV788501	Community Develop 02/01/2026	30.55	
<b>01-61-63-44-495 NRCNTSVC-Lawns, Grounds</b> PANHANDLE PRIVATEERS LLC	General Fund TREE TRIMMING AT 419 MISSOURI	Nuisance Abatement 10114	Community Develop 02/04/2026	750.00	02/05/2026
Total Nuisance Abatement:				1,104.31	
Total Community Development:				2,406.32	
<b>01-71-71-44-412 Machine, Equipment Rent</b> CULLIGAN WATER CONDITIONING	General Fund SALT AND WATER	Parks 757951	Cultural and Leisure 01/25/2026	11.95	
<b>01-71-71-44-436 Mail, Delivery Services</b> QUADIENT FINANCE USA INC	General Fund PARKS	Parks 757944	Cultural and Leisure 01/01/2026	12.58	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>01-71-71-44-451 Telephone Line Expense</b>	General Fund	Parks	Cultural and Leisure		
CLEARFLY COMMUNICATIONS	308-313-2074 PARKS GARAGE	INV788501	02/01/2026	30.54	
<b>01-71-71-44-451 Telephone Line Expense</b>	General Fund	Parks	Cultural and Leisure		
CLEARFLY COMMUNICATIONS	308-313-2078 PARKS	INV788501	02/01/2026	30.56	
<b>01-71-71-44-482 NRCNTSVC-Vehicle Repair Mtc</b>	General Fund	Parks	Cultural and Leisure		
ALLIANCE MOTORS UNLIMITED, IN	REPAIR HEATER	73831	02/02/2026	363.21	
<b>01-71-71-44-486 NRCNTSVC-Veh, Equip, Tire Rep</b>	General Fund	Parks	Cultural and Leisure		
KAISER TIRE	TIRE REPAIR	24164	01/29/2026	24.50	
<b>01-71-71-45-542 Parks Furnishings</b>	General Fund	Parks	Cultural and Leisure		
FIRSTBANK CARD	DOG BAGGIE DSPENSER	BROWN 1/26	01/14/2026	167.96	
<b>01-71-71-45-544 Small Tools, Equipment</b>	General Fund	Parks	Cultural and Leisure		
FARM PLAN	TOTES	51538747	02/06/2026	10.49	
<b>01-71-71-45-551 Fuel,Oil,Lube-Veh,Mach,Equip</b>	General Fund	Parks	Cultural and Leisure		
DARREN'S CARQUEST AUTO PART	GREASE	2723-529622	02/03/2026	80.00	
<b>01-71-71-45-551 Fuel,Oil,Lube-Veh,Mach,Equip</b>	General Fund	Parks	Cultural and Leisure		
VOYAGER FLEET SYSTEMS INC	PARKS	869456715260	02/01/2026	405.65	
<b>01-71-71-45-556 Parts-Vehicle, Mach, Equip</b>	General Fund	Parks	Cultural and Leisure		
FARM PLAN	PARTS	1519516	12/09/2025	6.06	
<b>01-71-71-45-556 Parts-Vehicle, Mach, Equip</b>	General Fund	Parks	Cultural and Leisure		
FARM PLAN	PARTS	51537472	02/02/2026	39.98	
<b>01-71-71-45-556 Parts-Vehicle, Mach, Equip</b>	General Fund	Parks	Cultural and Leisure		
FARM PLAN	PARTS	51537997	02/03/2026	9.99	
<b>01-71-71-45-556 Parts-Vehicle, Mach, Equip</b>	General Fund	Parks	Cultural and Leisure		
FARM PLAN	PARTS	1519516	12/09/2025	24.77	
<b>01-71-71-45-556 Parts-Vehicle, Mach, Equip</b>	General Fund	Parks	Cultural and Leisure		
FARM PLAN	ISOLATOR	P59729	01/21/2026	30.60	
<b>01-71-71-45-556 Parts-Vehicle, Mach, Equip</b>	General Fund	Parks	Cultural and Leisure		
FIRSTBANK CARD	BATTERY/FUEL KITS & PARTS FOR	BROWN 1/26	01/14/2026	169.75	
<b>01-71-71-45-556 Parts-Vehicle, Mach, Equip</b>	General Fund	Parks	Cultural and Leisure		
DARREN'S CARQUEST AUTO PART	PARTS	2723-529588	02/02/2026	11.28	
<b>01-71-71-45-556 Parts-Vehicle, Mach, Equip</b>	General Fund	Parks	Cultural and Leisure		
DARREN'S CARQUEST AUTO PART	PARTS	2723-529534	02/02/2026	34.79	
<b>01-71-71-45-556 Parts-Vehicle, Mach, Equip</b>	General Fund	Parks	Cultural and Leisure		
DARREN'S CARQUEST AUTO PART	ALTERNATOR	2723-529534	02/02/2026	120.16	
<b>01-71-71-45-556 Parts-Vehicle, Mach, Equip</b>	General Fund	Parks	Cultural and Leisure		
DARREN'S CARQUEST AUTO PART	LUBE/FILTERS RETURNED	2723-528475	01/14/2026	15.01-	
<b>01-71-71-45-556 Parts-Vehicle, Mach, Equip</b>	General Fund	Parks	Cultural and Leisure		
DARREN'S CARQUEST AUTO PART	PARTS	2723-529628	02/03/2026	115.09	
<b>01-71-71-45-556 Parts-Vehicle, Mach, Equip</b>	General Fund	Parks	Cultural and Leisure		
DARREN'S CARQUEST AUTO PART	PARTS	2723-529703	02/04/2026	18.72	
<b>01-71-71-45-561 Bldg Maintenance Material</b>	General Fund	Parks	Cultural and Leisure		
BERNIES ACE HARDWARE	BUILDING MAINTENANCE	331033	01/13/2026	14.99	
<b>01-71-71-45-561 Bldg Maintenance Material</b>	General Fund	Parks	Cultural and Leisure		
FARM PLAN	BUILDING MAINTENANCE	51536351	01/29/2026	5.34	
<b>01-71-71-45-561 Bldg Maintenance Material</b>	General Fund	Parks	Cultural and Leisure		
PANHANDLE FAB INC.	FLAT IRON	48842	02/04/2026	132.60	
<b>01-71-71-45-561 Bldg Maintenance Material</b>	General Fund	Parks	Cultural and Leisure		
CARTER'S HOME HARDWARE & AP	BUILDING MAINTENANCE	31713/1	02/03/2026	69.98	
<b>01-71-71-45-563 Cleaning Supplies</b>	General Fund	Parks	Cultural and Leisure		
IDEAL LINEN INC	SHELTER HOUSE SUPPLIES	11307787	02/05/2026	44.32	
<b>01-71-71-45-563 Cleaning Supplies</b>	General Fund	Parks	Cultural and Leisure		
CARTER'S HOME HARDWARE & AP	CLEANING VINEGAR AND BAKING	31661/1	01/28/2026	18.16	
Total Parks:				1,989.01	
<b>01-71-72-43-373 Contract Custodial Services</b>	General Fund	Senior Center	Cultural and Leisure		
LINDA L MUNDT	CUSTODIAL SERVICES	1129	01/22/2026	120.00	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>01-71-72-44-451 Telephone Line Expense</b>	General Fund	Senior Center	Cultural and Leisure		
CLEARFLY COMMUNICATIONS	SENIOR SERVICES	INV788501	02/01/2026	1.13	
<b>01-71-72-44-478 CNTSVC Other</b>	General Fund	Senior Center	Cultural and Leisure		
QUADIENT FINANCE USA INC	SENIOR CENTER	757944	01/01/2026	.74	
<b>01-71-72-44-483 NRCNTSVC-Building Public Wrks</b>	General Fund	Senior Center	Cultural and Leisure		
PRESTO-X	PEST CONTROL	90132338	01/23/2026	108.68	
Total Senior Center:				230.55	
<b>01-71-74-44-479 CNTSVC Other</b>	General Fund	Cemetery	Cultural and Leisure		
CULLIGAN WATER CONDITIONING	WATER COOLER RENTAL	757950	01/25/2026	9.00	
<b>01-71-74-45-551 Fuel,Oil,Lube-Veh,Mach,Equip</b>	General Fund	Cemetery	Cultural and Leisure		
VOYAGER FLEET SYSTEMS INC	CEMETERY	869456715260	02/01/2026	118.71	
<b>01-71-74-45-558 Tires-Vehicle, Equipment</b>	General Fund	Cemetery	Cultural and Leisure		
KAISER TIRE	NEW TIRE FOR JD MOWER	24258	02/04/2026	186.00	
Total Cemetery:				313.71	
<b>01-71-75-44-424 Permits, Licenses</b>	General Fund	Swimming Pool	Cultural and Leisure		
FIRSTBANK CARD	SWIM LESSON REG FEE	BROWN 1/26	01/14/2026	315.00	
<b>01-71-75-44-489 NRCNTSVC-Other Mach, Equip</b>	General Fund	Swimming Pool	Cultural and Leisure		
NE STATE FIRE MARSHAL AGENCY	BOILER INSPECTION AND CERTIFI	136141	10/30/2025	403.00	
Total Swimming Pool:				718.00	
<b>01-71-76-43-373 Contract Custodial Services</b>	General Fund	Knight Museum	Cultural and Leisure		
A & J JANITORIAL LLC	JANITORIAL SERVICES	K2601	02/02/2026	940.00	
<b>01-71-76-44-421 Membership Dues</b>	General Fund	Knight Museum	Cultural and Leisure		
NEBRASKA MUSEUM ASSOCIATION	2026 DUES	2026 RENEWA	02/10/2026	30.00	
<b>01-71-76-44-451 Telephone Line Expense</b>	General Fund	Knight Museum	Cultural and Leisure		
CLEARFLY COMMUNICATIONS	2385	INV788501	02/01/2026	4.55	
<b>01-71-76-44-451 Telephone Line Expense</b>	General Fund	Knight Museum	Cultural and Leisure		
CLEARFLY COMMUNICATIONS	308-313-2076 MUSEUM	INV788501	02/01/2026	30.57	
<b>01-71-76-44-451 Telephone Line Expense</b>	General Fund	Knight Museum	Cultural and Leisure		
CLEARFLY COMMUNICATIONS	2384	INV788501	02/01/2026	4.57	
<b>01-71-76-44-469 PMCNTSVC-Other</b>	General Fund	Knight Museum	Cultural and Leisure		
KONE INC	ELEVATOR MAINTENANCE	871936079	02/01/2026	259.62	
<b>01-71-76-44-479 CNTSVC Other</b>	General Fund	Knight Museum	Cultural and Leisure		
CULLIGAN WATER CONDITIONING	WATER COOLER RENTAL	757953	01/25/2026	55.80	
<b>01-71-76-45-511 Office Supplies</b>	General Fund	Knight Museum	Cultural and Leisure		
NEBRASKA TOTAL OFFICE	OFFICE SUPPLIES	0130626-001	01/29/2026	210.63	
<b>01-71-76-45-561 Bldg Maintenance Material</b>	General Fund	Knight Museum	Cultural and Leisure		
FIRSTBANK CARD	MOUSE TRAPS	BROWN 1/26	01/14/2026	57.77	
<b>01-71-76-45-563 Cleaning Supplies</b>	General Fund	Knight Museum	Cultural and Leisure		
IDEAL LINEN INC	CUSTODIAL SUPPLIES	11307799	02/05/2026	36.10	
Total Knight Museum:				1,629.61	
<b>01-71-77-43-335 Other Technical Services</b>	General Fund	Library	Cultural and Leisure		
FIRSTBANK CARD	OTHER TECHNICAL SERVICES	O'CONNOR 1/	01/20/2026	24.49	
<b>01-71-77-43-373 Contract Custodial Services</b>	General Fund	Library	Cultural and Leisure		
A & J JANITORIAL LLC	JANITORIAL SERVICES	L2601	02/02/2026	2,267.00	
<b>01-71-77-44-436 Mail, Delivery Services</b>	General Fund	Library	Cultural and Leisure		
QUADIENT FINANCE USA INC	LIBRARY	757944	01/01/2026	54.62	
<b>01-71-77-44-451 Telephone Line Expense</b>	General Fund	Library	Cultural and Leisure		
CLEARFLY COMMUNICATIONS	308-313-2075 LIBRARY	INV788501	02/01/2026	30.57	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>01-71-77-44-451 Telephone Line Expense</b>	General Fund	Library	Cultural and Leisure		
CLEARFLY COMMUNICATIONS	1387	INV788501	02/01/2026	4.57	
<b>01-71-77-44-462 PMCNTSVC-Other Machines</b>	General Fund	Library	Cultural and Leisure		
CULLIGAN WATER CONDITIONING	WATER COOLER RENTAL	757952	01/25/2026	32.80	
<b>01-71-77-44-462 PMCNTSVC-Other Machines</b>	General Fund	Library	Cultural and Leisure		
KONE INC	ELEVATOR MAINTENANCE	871936079	02/01/2026	49.00	
<b>01-71-77-44-462 PMCNTSVC-Other Machines</b>	General Fund	Library	Cultural and Leisure		
KONE INC	ELEVATOR MAINTENANCE	871936079	02/01/2026	210.62	
<b>01-71-77-44-481 NRCNTSVC-Office Mach, Equip</b>	General Fund	Library	Cultural and Leisure		
EAKES INC	COPIES	INV721551	01/01/2026	122.21	
<b>01-71-77-44-483 NRCNTSVC-Building Public Wrks</b>	General Fund	Library	Cultural and Leisure		
RASMUSSEN MECHANICAL SERVI	BLEED SYSTEM-REPAIR BROKEN	SRV129251	01/23/2026	2,260.89	
<b>01-71-77-45-526 Other Supplies</b>	General Fund	Library	Cultural and Leisure		
FIRSTBANK CARD	OTHER SUPPLIES	O'CONNOR 1/	01/20/2026	709.13	
<b>01-71-77-45-541 Office Furniture, Equipment</b>	General Fund	Library	Cultural and Leisure		
FIRSTBANK CARD	FURNITURE	O'CONNOR 1/	01/20/2026	475.43	
<b>01-71-77-45-551 Fuel,Oil,Lube-Veh,Mach,Equip</b>	General Fund	Library	Cultural and Leisure		
VOYAGER FLEET SYSTEMS INC	FACILITY MTC	869456715260	02/01/2026	54.31	
<b>01-71-77-46-521 Books</b>	General Fund	Library	Cultural and Leisure		
FIRSTBANK CARD	BOOKS	O'CONNOR 1/	01/20/2026	4,446.90	
<b>01-71-77-46-613 Audio and Visual Materials</b>	General Fund	Library	Cultural and Leisure		
FIRSTBANK CARD	AUDIO/VISUAL	O'CONNOR 1/	01/20/2026	1,051.09	
Total Library:				11,793.63	
Total Cultural and Leisure Services:				16,674.51	
<b>01-79-79-42-413 Other Rents</b>	General Fund	Marketing	Culture and Leisure		
LYLE H HEINE	CARHENG BILLBOARD LEASE	757958	01/30/2026	400.00	
<b>01-79-79-42-413 Other Rents</b>	General Fund	Marketing	Culture and Leisure		
NORMAN W NUSS	CARHENG BILLBOARD LEASE	757959	01/30/2026	150.00	
<b>01-79-79-44-433 Other Advertising Services</b>	General Fund	Marketing	Culture and Leisure		
FLAGSHIP PUBLISHING INC	ADVERTISEMENT	28669	11/03/2025	553.00	
Total Marketing:				1,103.00	
<b>01-79-80-44-436 Mail, Delivery Services</b>	General Fund	Carhenge	Culture and Leisure		
FIRSTBANK CARD	POSTAGE	BROWN 1/26	01/14/2026	25.00	
<b>01-79-80-44-451 Telephone Line Expense</b>	General Fund	Carhenge	Culture and Leisure		
QWEST - SEATTLE	333760791	757957	01/25/2026	43.72	
<b>01-79-80-44-457 Internet Operating Expense</b>	General Fund	Carhenge	Culture and Leisure		
TELECOM WEST INC	INTERNET SERVICES	162252FEB	02/02/2026	65.00	
<b>01-79-80-45-526 Other Supplies</b>	General Fund	Carhenge	Culture and Leisure		
FIRSTBANK CARD	SQUARE MONITOR UPDATE	BROWN 1/26	01/14/2026	854.93	
<b>01-79-80-46-626 Inventory Costs</b>	General Fund	Carhenge	Culture and Leisure		
ADVERTISING SPECIALTIES LLC	SHIPPING ON HATPINS	CM2188A	09/17/2025	130.00	
<b>01-79-80-46-626 Inventory Costs</b>	General Fund	Carhenge	Culture and Leisure		
GARMENT GEAR INC	CREWNECK SWEATSHIRTS	45624	01/20/2026	3,688.75	
<b>01-79-80-46-626 Inventory Costs</b>	General Fund	Carhenge	Culture and Leisure		
GARMENT GEAR INC	BLUE DESOTO T SHIRTS	45937	01/14/2026	585.90	
Total Carhenge:				5,393.30	
Total Culture and Leisure Services:				6,496.30	
Total General Fund:				41,770.34	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>Electric Fund</b>					
<b>05-0000-07710 Merchandise Inventory</b>	Electric Fund				
CONTRACTORS MATERIALS INC	GREEN PAINT	262144	01/30/2026	151.20	
<b>05-0000-07710 Merchandise Inventory</b>	Electric Fund				
IDEAL LINEN INC	LINERS	507713	01/23/2026	131.31	
<b>05-0000-07710 Merchandise Inventory</b>	Electric Fund				
STUART C. IRBY CO	Ins Tans Trainer CH9113S	S014453759.0	01/29/2026	7,115.50	
<b>05-0000-07710 Merchandise Inventory</b>	Electric Fund				
STUART C. IRBY CO	Cutout Brackets for Combos Macl J24	S014441897.0	02/05/2026	1,352.48	
<b>05-0000-07710 Merchandise Inventory</b>	Electric Fund				
STUART C. IRBY CO	SWITCH 600A 15.5KV	S014483559.0	01/16/2026	1,251.90	
<b>05-0000-07710 Merchandise Inventory</b>	Electric Fund				
WESCO DISTRIBUTION INC	Cross Arm 8'	851369	01/23/2026	5,778.00	
<b>05-0000-23321 Sales Tax Payable</b>	Electric Fund				
NE DEPT OF REVENUE - SALES	SALES & USE TAX - ELEC	JANUARY-26	02/09/2026	58,253.06	02/09/2026
Total :				74,033.45	
Total :				74,033.45	
<b>05-51-50-42-294 Conferences, Cont Education</b>	Electric Fund	Administration	Utility Superintenden		
FIRSTBANK CARD	MEALS	BRIDGE 01/25	01/18/2026	38.45	
<b>05-51-50-42-294 Conferences, Cont Education</b>	Electric Fund	Administration	Utility Superintenden		
FAIRFIELD INN & SUITES - KEARNE	MOTEL	434C40001439	01/28/2026	337.68	
<b>05-51-50-44-451 Telephone Line Expense</b>	Electric Fund	Administration	Utility Superintenden		
QWEST - PHOENIX	65908623	768742853	01/20/2026	6.24	
<b>05-51-50-44-451 Telephone Line Expense</b>	Electric Fund	Administration	Utility Superintenden		
QWEST - PHOENIX	65908899	768742836	01/20/2026	6.24	
<b>05-51-50-44-451 Telephone Line Expense</b>	Electric Fund	Administration	Utility Superintenden		
QWEST - PHOENIX	65909176	768744886	01/20/2026	6.24	
<b>05-51-50-44-451 Telephone Line Expense</b>	Electric Fund	Administration	Utility Superintenden		
QWEST - PHOENIX	65908523	768741194	01/20/2026	6.24	
<b>05-51-50-44-451 Telephone Line Expense</b>	Electric Fund	Administration	Utility Superintenden		
QWEST - SEATTLE	333510166	757946	01/25/2026	44.57	
<b>05-51-50-44-451 Telephone Line Expense</b>	Electric Fund	Administration	Utility Superintenden		
QWEST - SEATTLE	333597193	757945	01/25/2026	44.57	
<b>05-51-50-44-451 Telephone Line Expense</b>	Electric Fund	Administration	Utility Superintenden		
QWEST - SEATTLE	333848880	757947	01/25/2026	44.57	
<b>05-51-50-44-451 Telephone Line Expense</b>	Electric Fund	Administration	Utility Superintenden		
QWEST - SEATTLE	333928899	757960	01/25/2026	44.57	
<b>05-51-50-44-451 Telephone Line Expense</b>	Electric Fund	Administration	Utility Superintenden		
CLEARFLY COMMUNICATIONS	308-313-2073 ELECTRIC	INV788501	02/01/2026	30.56	
<b>05-51-50-44-451 Telephone Line Expense</b>	Electric Fund	Administration	Utility Superintenden		
CLEARFLY COMMUNICATIONS	308-313-2072 ELECTRIC	INV788501	02/01/2026	30.56	
<b>05-51-50-44-451 Telephone Line Expense</b>	Electric Fund	Administration	Utility Superintenden		
CLEARFLY COMMUNICATIONS	308-313-2036	INV788501	02/01/2026	1.08	
<b>05-51-50-44-488 Utility Locate Services</b>	Electric Fund	Administration	Utility Superintenden		
ONE CALL CONCEPTS INC	LOCATES ELECTRIC	6010124	01/31/2026	30.00	
<b>05-51-50-45-511 Office Supplies</b>	Electric Fund	Administration	Utility Superintenden		
FIRSTBANK CARD	OFFICE SUPPLIES	BRIDGE 01/25	01/18/2026	27.39	
Total Administration:				698.96	
<b>05-51-52-46-658 Substation-Maintenance</b>	Electric Fund	Transmission	Utility Superintenden		
BERNIES ACE HARDWARE	FASTENERS	332026	02/05/2026	6.00	
<b>05-51-52-46-658 Substation-Maintenance</b>	Electric Fund	Transmission	Utility Superintenden		
BERNIES ACE HARDWARE	GROUNDING PLUG 3WIRE/CORD G	332035	02/05/2026	25.17	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>05-51-52-46-658 Substation-Maintenance</b> FIRSTBANK CARD	Electric Fund LIGHTS/MDS POWER PARTS	Transmission BRIDGE 01/25	Utility Superintenden 01/18/2026	2,232.40	
<b>05-51-52-46-658 Substation-Maintenance</b> FIRSTBANK CARD	Electric Fund HEATING PARTS/SIGNS/TAG HOLD	Transmission ZERCK 1/26	Utility Superintenden 01/16/2026	886.12	
<b>05-51-52-46-691 Purchased Power-WAPA</b> MEAN	Electric Fund Purchased Power-WAPA	Transmission 310850	Utility Superintenden 02/06/2026	80,169.27	
<b>05-51-52-46-692 Purchased Power-Mean</b> MEAN	Electric Fund Purchased Power-MEAN	Transmission 310850	Utility Superintenden 02/06/2026	663,808.42	
<b>05-51-52-46-692 Purchased Power-Mean</b> SE MUNICIPAL PORTFOLIO LLC	Electric Fund Solar Energy	Transmission INV461	Utility Superintenden 02/03/2026	9,044.45	
<b>05-51-52-46-693 Purchased Power-Wind Gen</b> MEAN	Electric Fund Purchased Power-WIND	Transmission 310850	Utility Superintenden 02/06/2026	33,583.55	
<b>05-51-52-53-916 Substation</b> CROSS CANYON ENGINEERING LL	Electric Fund Professional services- substations	Transmission 5248	Utility Superintenden 02/06/2026	17,779.64	
Total Transmission:				807,535.02	
<b>05-51-53-44-423 Database Subscriptions</b> LANDIS+GYR TECHNOLOGY INC	Electric Fund PWRCTR-SAAS	Urban Distribution 90425087	Utility Superintenden 02/03/2026	736.92	
<b>05-51-53-44-482 NRCNTSVC-Vehicle Repair Mtc</b> WOLF FORD OF ALLIANCE	Electric Fund #413 OIL CHANGE	Urban Distribution 60885	Utility Superintenden 01/29/2026	80.65	
<b>05-51-53-44-493 NRCNTSVC-Transformer Rep,Test</b> WHISPER COLEMAN - PETTY CASH	Electric Fund MAILING OIL SAMPLE	Urban Distribution NOVEMBER 2	Utility Superintenden 11/26/2025	12.60	
<b>05-51-53-45-534 Safety Commodities</b> FIRSTBANK CARD	Electric Fund UPS SHIPPING	Urban Distribution BRIDGE 01/25	Utility Superintenden 01/18/2026	632.89	
<b>05-51-53-45-534 Safety Commodities</b> SLATE ROCK FR LLC	Electric Fund UNIFORMS	Urban Distribution 98261	Utility Superintenden 01/22/2026	409.80	
<b>05-51-53-45-534 Safety Commodities</b> SLATE ROCK FR LLC	Electric Fund UNIFORMS	Urban Distribution 98836	Utility Superintenden 02/04/2026	98.96	
<b>05-51-53-45-544 Small Tools, Equipment</b> FARM PLAN	Electric Fund Tools	Urban Distribution 51537619	Utility Superintenden 02/02/2026	34.36	
<b>05-51-53-45-551 Fuel,Oil,Lube-Veh,Mach,Equip</b> VOYAGER FLEET SYSTEMS INC	Electric Fund ELECTRIC	Urban Distribution 869456715260	Utility Superintenden 02/01/2026	1,640.08	
<b>05-51-53-45-556 Parts-Vehicle, Mach, Equip</b> ACTION COMMUNICATION INC	Electric Fund CHROME NUT ANTENNA PLATFOR	Urban Distribution 55262	Utility Superintenden 01/20/2026	15.00	
<b>05-51-53-45-556 Parts-Vehicle, Mach, Equip</b> BERNIES ACE HARDWARE	Electric Fund Maintenance materials	Urban Distribution 332174	Utility Superintenden 02/09/2026	11.96	
<b>05-51-53-45-556 Parts-Vehicle, Mach, Equip</b> BLOEDORN LUMBER - ALLIANCE	Electric Fund maintenance materials	Urban Distribution 9207920	Utility Superintenden 02/02/2026	71.40	
<b>05-51-53-45-556 Parts-Vehicle, Mach, Equip</b> BLOEDORN LUMBER - ALLIANCE	Electric Fund maintenance materials	Urban Distribution 9201519	Utility Superintenden 01/28/2026	48.55	
<b>05-51-53-45-556 Parts-Vehicle, Mach, Equip</b> BLOEDORN LUMBER - ALLIANCE	Electric Fund maintenance materials	Urban Distribution 9204047	Utility Superintenden 01/30/2026	88.51	
<b>05-51-53-45-556 Parts-Vehicle, Mach, Equip</b> BLOEDORN LUMBER - ALLIANCE	Electric Fund maintenance materials	Urban Distribution 9209680	Utility Superintenden 02/03/2026	64.86	
<b>05-51-53-45-556 Parts-Vehicle, Mach, Equip</b> BLOEDORN LUMBER - ALLIANCE	Electric Fund maintenance materials	Urban Distribution 9212243	Utility Superintenden 02/05/2026	25.03	
<b>05-51-53-45-556 Parts-Vehicle, Mach, Equip</b> BLOEDORN LUMBER - ALLIANCE	Electric Fund maintenance materials	Urban Distribution 9209680	Utility Superintenden 02/03/2026	9.73	
<b>05-51-53-45-556 Parts-Vehicle, Mach, Equip</b> DARREN'S CARQUEST AUTO PART	Electric Fund PARTS	Urban Distribution 2723-529457	Utility Superintenden 01/30/2026	17.00	
<b>05-51-53-45-556 Parts-Vehicle, Mach, Equip</b> DARREN'S CARQUEST AUTO PART	Electric Fund PARTS	Urban Distribution 2723-529625	Utility Superintenden 02/03/2026	32.43	
<b>05-51-53-45-556 Parts-Vehicle, Mach, Equip</b> DARREN'S CARQUEST AUTO PART	Electric Fund PARTS	Urban Distribution 2723-529841	Utility Superintenden 02/05/2026	3.20	
<b>05-51-53-46-651 Electric Overhead Material</b> BORDER STATES ELECTRIC SUPPL	Electric Fund Tripsaver magnet	Urban Distribution 931852342	Utility Superintenden 01/27/2026	334.70	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>05-51-53-46-651 Electric Overhead Material</b> WESCO DISTRIBUTION INC	Electric Fund Phasing Sticks and parts	Urban Distribution 861986	Utility Superintenden 01/30/2026	13,503.56	
Total Urban Distribution:				17,872.19	
Total Utility Superintendent:				826,106.17	
Total Electric Fund:				900,139.62	
<b>Refuse Fund</b>					
<b>06-0000-23321 Sales Tax Payable</b> NE DEPT OF REVENUE - SALES	Refuse Fund SALES & USE TAX - REFUSE	JANUARY-26	02/09/2026	.00	
Total :				.00	
Total :				.00	
<b>06-41-42-44-482 NRCNTSVC-Vehicle Repair Mtc</b> ALLIANCE MOTORS UNLIMITED, IN	Refuse Fund UNIT #1113 OIL CHANGE	Refuse Collection 73838	Public Works 01/30/2026	369.11	
<b>06-41-42-45-544 Small Tools, Equipment</b> DARREN'S CARQUEST AUTO PART	Refuse Fund PARTS	Refuse Collection 2723-529217	Public Works 01/27/2026	86.40	
<b>06-41-42-45-544 Small Tools, Equipment</b> DARREN'S CARQUEST AUTO PART	Refuse Fund PARTS	Refuse Collection 2723-529343	Public Works 01/28/2026	60.84	
<b>06-41-42-45-553 Refuse-Fuel</b> VOYAGER FLEET SYSTEMS INC	Refuse Fund LANDFILL	Refuse Collection 869456715260	Public Works 02/01/2026	1,866.99	
<b>06-41-42-45-556 Parts-Vehicle, Mach, Equip</b> BERNIES ACE HARDWARE	Refuse Fund PARTS	Refuse Collection 331587	Public Works 01/27/2026	64.99	
<b>06-41-42-45-569 Other Replacement Parts</b> DARREN'S CARQUEST AUTO PART	Refuse Fund PARTS	Refuse Collection 2723-529343	Public Works 01/28/2026	26.14	
<b>06-41-42-47-755 Keep Alliance Beautiful</b> KEEP ALLIANCE BEAUTIFUL	Refuse Fund 2ND QTR INSTALLMENT	Refuse Collection 2025-2026-2	Public Works 01/28/2026	12,500.00	
Total Refuse Collection:				14,974.47	
Total Public Works:				14,974.47	
<b>06-51-50-34-452 Other Sales, Services</b> H & H SANITATION & RECYCLING	Refuse Fund CITY ADMINISTRATION FEE	Administration JAN-26	Public Works 02/09/2026	293.35-	
<b>06-51-50-35-511 Residential-City</b> H & H SANITATION & RECYCLING	Refuse Fund MONTHLY TRASH COLLECTION FE	Administration JAN-26	Public Works 02/09/2026	7,333.63	
Total Administration:				7,040.28	
<b>06-51-55-44-451 Telephone Line Expense</b> CLEARFLY COMMUNICATIONS	Refuse Fund 2705	Refuse Disposal INV788501	Public Works 02/01/2026	4.62	
<b>06-51-55-44-479 CNTSVC Other</b> TRITLE PLUMBING INC	Refuse Fund PORTA JOHN AT LANDFILL	Refuse Disposal 32300	Public Works 01/30/2026	188.00	
<b>06-51-55-44-489 NRCNTSVC-Other Mach, Equip</b> MURPHY TRACTOR	Refuse Fund repairs to scraper	Refuse Disposal 2603818	Public Works 01/26/2026	30,292.77	
<b>06-51-55-45-531 Uniforms</b> IDEAL LINEN INC	Refuse Fund Uniforms	Refuse Disposal 11300259B	Public Works 12/11/2025	34.50	
<b>06-51-55-45-531 Uniforms</b> IDEAL LINEN INC	Refuse Fund Uniforms	Refuse Disposal 11302117	Public Works 12/25/2025	173.85	
<b>06-51-55-45-544 Small Tools, Equipment</b> FIRSTBANK CARD	Refuse Fund PUMP	Refuse Disposal FANHAUSER 1	Public Works 01/24/2026	256.78	
<b>06-51-55-45-554 Refuse-Oil,Grease</b> CERTIFIED LABORATORIES	Refuse Fund PREMALUBE	Refuse Disposal 9480456	Public Works 01/23/2026	955.85	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>06-51-55-45-556 Parts-Vehicle, Mach, Equip</b> ALLIANCE TRACTOR & IMPLEMENT	Refuse Fund LOADER PLUG HEXS	Refuse Disposal 18920	Public Works 01/27/2026	31.40	
<b>06-51-55-45-556 Parts-Vehicle, Mach, Equip</b> ALLIANCE TRACTOR & IMPLEMENT	Refuse Fund HOSE FITTINGS	Refuse Disposal 18936	Public Works 01/28/2026	56.52	
<b>06-51-55-45-556 Parts-Vehicle, Mach, Equip</b> BERNIES ACE HARDWARE	Refuse Fund PARTS	Refuse Disposal 331973	Public Works 02/04/2026	6.59	
<b>06-51-55-45-556 Parts-Vehicle, Mach, Equip</b> FARM PLAN	Refuse Fund parts	Refuse Disposal 1531290	Public Works 01/13/2026	96.27	
<b>06-51-55-45-556 Parts-Vehicle, Mach, Equip</b> CARTER'S HOME HARDWARE & AP	Refuse Fund PARTS	Refuse Disposal 31631/1	Public Works 01/26/2026	3.98	
<b>06-51-55-45-556 Parts-Vehicle, Mach, Equip</b> CARTER'S HOME HARDWARE & AP	Refuse Fund PARTS	Refuse Disposal 31672/1	Public Works 01/28/2026	78.21	
<b>06-51-55-45-556 Parts-Vehicle, Mach, Equip</b> GSP MARKETING INC	Refuse Fund AIR SHIFT/VALVE SPOOL/SPOOL S	Refuse Disposal P33253	Public Works 02/05/2026	318.77	
<b>06-51-55-45-561 Bldg Maintenance Material</b> DUTTON-LAINSON COMPANY	Refuse Fund ROUND LED HIGH BAY	Refuse Disposal 921850-1	Public Works 11/21/2025	139.64	
Total Refuse Disposal:				32,637.75	
Total Public Works:				39,678.03	
Total Refuse Fund:				54,652.50	
<b>Sewer Fund</b>					
<b>07-0000-23321 Sales Tax Payable</b> NE DEPT OF REVENUE - SALES	Sewer Fund SALES & USE TAX - SEWER	JANUARY-26	02/09/2026	.00	
Total :				.00	
Total :				.00	
<b>07-52-58-43-379 Other Contract Operating Svcs</b> BUD'S PEST CONTROL	Sewer Fund SEWER PEST CONTROL	Sewer 7417	Public Works 01/19/2026	45.00	
<b>07-52-58-44-488 Utility Locate Services</b> ONE CALL CONCEPTS INC	Sewer Fund LOCATES SEWER	Sewer 6010124	Public Works 01/31/2026	15.00	
<b>07-52-58-45-544 Small Tools, Equipment</b> FIRSTBANK CARD	Sewer Fund HOLE SAW KIT	Sewer GRANT 1/26	Public Works 01/22/2026	58.20	
<b>07-52-58-45-551 Fuel,Oil,Lube-Veh,Mach,Equip</b> VOYAGER FLEET SYSTEMS INC	Sewer Fund SEWER	Sewer 869456715260	Public Works 02/01/2026	167.55	
<b>07-52-58-45-556 Parts-Vehicle, Mach, Equip</b> CARTER'S HOME HARDWARE & AP	Sewer Fund PARTS	Sewer 31606/1	Public Works 01/23/2026	71.97	
<b>07-52-58-45-556 Parts-Vehicle, Mach, Equip</b> CARTER'S HOME HARDWARE & AP	Sewer Fund PARTS	Sewer 31660/1	Public Works 01/27/2026	28.98	
Total Sewer:				386.70	
Total Public Works:				386.70	
Total Sewer Fund:				386.70	
<b>Water Fund</b>					
<b>08-0000-07710 Merchandise Inventory</b> MUNICIPAL SUPPLY,INC OF NEBR.	Water Fund 4" Flange Gate Valve	0966991-IN	02/05/2026	1,872.50	
<b>08-0000-07710 Merchandise Inventory</b> NORTHWEST PIPE FITTINGS INC	Water Fund SxS SCH80 PVC	293240	01/23/2026	65.38	
<b>08-0000-23321 Sales Tax Payable</b> NE DEPT OF REVENUE - SALES	Water Fund SALES & USE TAX - WATER	JANUARY-26	02/09/2026	69.49	02/09/2026

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
Total :				2,007.37	
Total :				2,007.37	
<b>08-52-51-43-383 Water Testing Services</b>	Water Fund	Water Treatment	Public Works		
FIRSTBANK CARD	UPS SHIPPING	GRANT 1/26	01/22/2026	42.09	
<b>08-52-51-44-479 CNTSVC Other</b>	Water Fund	Water Treatment	Public Works		
HOA SOLUTIONS INC	SCREENCONNECT HOSTING	13231	01/23/2026	588.50	
<b>08-52-51-44-483 NRCNTSVC-Building Public Wrks</b>	Water Fund	Water Treatment	Public Works		
BUD'S PEST CONTROL	WATER PEST CONTROL	7417	01/19/2026	74.90	
<b>08-52-51-45-532 Protective Gear</b>	Water Fund	Water Treatment	Public Works		
FARM PLAN	UNIFORMS	51536222	01/28/2026	149.78	
<b>08-52-51-45-544 Small Tools, Equipment</b>	Water Fund	Water Treatment	Public Works		
FARM PLAN	Tools	51537814	02/03/2026	3.52	
<b>08-52-51-45-544 Small Tools, Equipment</b>	Water Fund	Water Treatment	Public Works		
FARM PLAN	Tools	51535730	01/27/2026	2.13	
<b>08-52-51-45-544 Small Tools, Equipment</b>	Water Fund	Water Treatment	Public Works		
FARM PLAN	Tools	51535767	01/27/2026	13.90	
<b>08-52-51-45-551 Fuel,Oil,Lube-Veh,Mach,Equip</b>	Water Fund	Water Treatment	Public Works		
VOYAGER FLEET SYSTEMS INC	WATER	869456715260	02/01/2026	644.86	
<b>08-52-51-45-556 Parts-Vehicle, Mach, Equip</b>	Water Fund	Water Treatment	Public Works		
BERNIES ACE HARDWARE	NIPPLES	331898	02/03/2026	32.14	
<b>08-52-51-45-556 Parts-Vehicle, Mach, Equip</b>	Water Fund	Water Treatment	Public Works		
BLOEDORN LUMBER - ALLIANCE	PARTS	9208583	02/03/2026	13.46	
<b>08-52-51-45-556 Parts-Vehicle, Mach, Equip</b>	Water Fund	Water Treatment	Public Works		
DARREN'S CARQUEST AUTO PART	PARTS	2723-529838	02/05/2026	52.43	
<b>08-52-51-45-561 Bldg Maintenance Material</b>	Water Fund	Water Treatment	Public Works		
WESTCO	Fittings	701-31785	01/28/2026	19.81	
<b>08-52-51-46-629 Other Chemicals</b>	Water Fund	Water Treatment	Public Works		
HAWKINS INC	Chemical	7327928	02/06/2026	5,402.17	
<b>08-52-51-46-629 Other Chemicals</b>	Water Fund	Water Treatment	Public Works		
HAWKINS INC	Chemical	7327928	02/06/2026	323.42	
Total Water Treatment:				7,363.11	
<b>08-52-52-44-421 Membership Dues</b>	Water Fund	Distribution	Public Works		
FIRSTBANK CARD	LICENSE RENEWAL	GRANT 1/26	01/22/2026	115.00	
<b>08-52-52-44-436 Mail, Delivery Services</b>	Water Fund	Distribution	Public Works		
QUADIENT FINANCE USA INC	WATER	757944	01/01/2026	17.76	
<b>08-52-52-44-488 Utility Locate Services</b>	Water Fund	Distribution	Public Works		
ONE CALL CONCEPTS INC	LOCATES WATER	6010124	01/31/2026	15.05	
<b>08-52-52-44-489 NRCNTSVC-Other Mach, Equip</b>	Water Fund	Distribution	Public Works		
SPEE DEE DELIVERY SERVICE INC	WEEKLY SERVICE CHARGE	1406528	01/31/2026	124.67	
<b>08-52-52-45-544 Small Tools, Equipment</b>	Water Fund	Distribution	Public Works		
BERNIES ACE HARDWARE	PARTS	331836	02/02/2026	41.00	
<b>08-52-52-45-544 Small Tools, Equipment</b>	Water Fund	Distribution	Public Works		
BERNIES ACE HARDWARE	PARTS	331641	01/28/2026	47.05	
<b>08-52-52-45-544 Small Tools, Equipment</b>	Water Fund	Distribution	Public Works		
BERNIES ACE HARDWARE	PARTS	331885	02/02/2026	106.11	
<b>08-52-52-45-544 Small Tools, Equipment</b>	Water Fund	Distribution	Public Works		
BERNIES ACE HARDWARE	PARTS	331873	02/02/2026	99.17-	
<b>08-52-52-45-544 Small Tools, Equipment</b>	Water Fund	Distribution	Public Works		
FARM PLAN	Tools	51537660	02/02/2026	4.27	
<b>08-52-52-45-544 Small Tools, Equipment</b>	Water Fund	Distribution	Public Works		
FARM PLAN	Tools	51537633	02/02/2026	64.19	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>08-52-52-45-556 Parts-Vehicle, Mach, Equip</b> FIRSTBANK CARD	Water Fund PUMP KIT/METERING PUMP	Distribution SWEDEEN 1/2	Public Works 01/06/2026	2,181.14	
Total Distribution:				2,617.07	
Total Public Works:				9,980.18	
Total Water Fund:				11,987.55	
<b>Golf Course</b>					
<b>21-0000-23321 Sales Tax Payable</b> NE DEPT OF REVENUE - SALES	Golf Course SALES & USE TAX - GOLF	JANUARY-26	02/09/2026	7.83	02/09/2026
Total :				7.83	
Total :				7.83	
<b>21-71-75-44-421 Membership Dues</b> RMGCSA	Golf Course MEMBERSHIP BRIAN KIMMEL	Golf Course 757942	Cultural and Leisure 01/28/2026	200.00	
<b>21-71-75-44-421 Membership Dues</b> RMGCSA	Golf Course MEMBERSHIP BRODY ROES	Golf Course 757941	Cultural and Leisure 01/28/2026	200.00	
<b>21-71-75-44-451 Telephone Line Expense</b> MOBIUS COMMUNICATIONS CO.	Golf Course 308-762-7069	Golf Course 757954	Cultural and Leisure 02/01/2026	73.49	
<b>21-71-75-44-451 Telephone Line Expense</b> MOBIUS COMMUNICATIONS CO.	Golf Course 308-762-1446	Golf Course 757955	Cultural and Leisure 02/01/2026	94.27	
<b>21-71-75-45-526 Other Supplies</b> FARM PLAN	Golf Course PAINT	Golf Course 51537705	Cultural and Leisure 02/02/2026	5.99	
<b>21-71-75-45-526 Other Supplies</b> FIRSTBANK CARD	Golf Course HOOD PART FOR TRACTOR/WORK	Golf Course BROWN 1/26	Cultural and Leisure 01/14/2026	353.01	
<b>21-71-75-45-526 Other Supplies</b> CARTER'S HOME HARDWARE & AP	Golf Course OTHER SUPPLIES	Golf Course 31681/1	Cultural and Leisure 01/29/2026	11.94	
<b>21-71-75-45-526 Other Supplies</b> SPECIAL STITCHES	Golf Course EMBROIDERY NAMES	Golf Course 1998	Cultural and Leisure 02/03/2026	72.00	
<b>21-71-75-45-544 Small Tools, Equipment</b> FARM PLAN	Golf Course SOCKET SET	Golf Course 51536367	Cultural and Leisure 01/29/2026	96.98	
<b>21-71-75-45-551 Fuel,Oil,Lube-Veh,Mach,Equip</b> VOYAGER FLEET SYSTEMS INC	Golf Course GOLF	Golf Course 869456715260	Cultural and Leisure 02/01/2026	72.72	
<b>21-71-75-45-561 Bldg Maintenance Material</b> BLOEDORN LUMBER - ALLIANCE	Golf Course PAINT & SEALANT	Golf Course 9209056	Cultural and Leisure 02/03/2026	73.77	
<b>21-71-75-45-561 Bldg Maintenance Material</b> BLOEDORN LUMBER - ALLIANCE	Golf Course PAINT & SEALANT	Golf Course 9208190	Cultural and Leisure 02/02/2026	26.98	
<b>21-71-75-45-574 Misc Grounds Maintenance</b> FARM PLAN	Golf Course MISC GROUNDS	Golf Course 51537705	Cultural and Leisure 02/02/2026	43.54	
Total Golf Course:				1,324.69	
Total Cultural and Leisure Services:				1,324.69	
Total Golf Course:				1,332.52	
<b>Airport</b>					
<b>22-41-43-42-294 Conferences, Cont Education</b> FIRSTBANK CARD	Airport MEALS	Airport Operations PLACEK 1/26	Airport 01/07/2026	94.00	
<b>22-41-43-42-294 Conferences, Cont Education</b> FIRSTBANK CARD	Airport REGISTRATION	Airport Operations PLACEK 1/26	Airport 01/07/2026	135.00	
<b>22-41-43-42-294 Conferences, Cont Education</b> VOYAGER FLEET SYSTEMS INC	Airport TRAVEL CAR	Airport Operations 869456715260	Airport 02/01/2026	44.49	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>22-41-43-43-335 Other Technical Services</b> VOLAIRE AVIATION	Airport AIR SVC DEVELOPMENT RETAINER	Airport Operations 8166	Airport 02/02/2026	1,500.00	
<b>22-41-43-43-335 Other Technical Services</b> NEO ELECTRICAL SOLUTIONS LLC	Airport SEMI ANNUAL MALSR INSPECTION	Airport Operations 13156	Airport 01/23/2026	6,812.00	
<b>22-41-43-44-436 Mail, Delivery Services</b> QUADIENT FINANCE USA INC	Airport AIRPORT	Airport Operations 757944	Airport 01/01/2026	11.18	
<b>22-41-43-44-451 Telephone Line Expense</b> MOBIUS COMMUNICATIONS CO.	Airport 308-762-4512	Airport Operations 757962	Airport 02/01/2026	78.45	
<b>22-41-43-44-451 Telephone Line Expense</b> MOBIUS COMMUNICATIONS CO.	Airport 308-762-1214	Airport Operations 757963	Airport 02/01/2026	76.44	
<b>22-41-43-44-452 Long Distance Expense</b> MOBIUS COMMUNICATIONS CO.	Airport 308-762-4512	Airport Operations 757962	Airport 02/01/2026	7.00	
<b>22-41-43-44-476 CNTSVC-FBO Operator</b> HEARTLAND AVIATION INC	Airport CONTRACT SERVICES FBO	Airport Operations JANUARY 202	Airport 02/02/2026	875.00	
<b>22-41-43-44-477 CNTSVC-Hangar Management</b> HEARTLAND AVIATION INC	Airport HANGAR MANAGEMENT	Airport Operations JANUARY 202	Airport 02/02/2026	614.55	
<b>22-41-43-44-479 CNTSVC Other</b> IDEAL LINEN INC	Airport RUGS	Airport Operations 11308269	Airport 02/10/2026	50.15	
<b>22-41-43-44-483 NRCNTSVC-Building Public Wrks</b> NEBRASKA SAFETY AND FIRE EQU	Airport 5YEAR OBSTRUCTION OF SPRINKL	Airport Operations 114674	Airport 01/30/2026	1,145.00	
<b>22-41-43-45-511 Office Supplies</b> HANSEN'S LOCKSMITHING	Airport KEYS	Airport Operations 8551	Airport 01/22/2026	21.00	
<b>22-41-43-45-511 Office Supplies</b> NEBRASKA TOTAL OFFICE	Airport OFFICE SUPPLIES	Airport Operations 0130608-001	Airport 01/28/2026	62.92	
<b>22-41-43-45-511 Office Supplies</b> NEBRASKA TOTAL OFFICE	Airport OFFICE SUPPLIES	Airport Operations 0130608-001	Airport 01/28/2026	59.24	
<b>22-41-43-45-526 Other Supplies</b> CULLIGAN WATER CONDITIONING	Airport SOFTENER RENTAL AND SALT	Airport Operations 757967	Airport 01/25/2026	11.95	
<b>22-41-43-45-526 Other Supplies</b> DARREN'S CARQUEST AUTO PART	Airport ELECTRONIC CLNR	Airport Operations 2723-529613	Airport 02/02/2026	14.71	
<b>22-41-43-45-551 Fuel,Oil,Lube-Veh,Mach,Equip</b> STURDEVANT'S AUTO PARTS	Airport OIL FILTER/OIL UNIT #703	Airport Operations 834040428	Airport 01/27/2026	55.67	
<b>22-41-43-45-551 Fuel,Oil,Lube-Veh,Mach,Equip</b> WESTCO	Airport BULK FUEL	Airport Operations U3326389	Airport 02/06/2026	736.01	
<b>22-41-43-45-551 Fuel,Oil,Lube-Veh,Mach,Equip</b> WESTCO	Airport BULK FUEL	Airport Operations U3326388	Airport 02/06/2026	1,121.91	
<b>22-41-43-45-575 AOA Ground Maintenance</b> CARTER'S HOME HARDWARE & AP	Airport T-HANGER GATE CABLES	Airport Operations 31731/1	Airport 02/05/2026	21.98	
<b>22-41-43-45-575 AOA Ground Maintenance</b> GORSUCH AND SONS INC	Airport CANTILEVER GATES REPAIRS	Airport Operations 723	Airport 02/02/2026	493.54	
<b>22-41-43-56-911 Runway Rejuvenation</b> H. W. LOCHNER INC	Airport AIRPORT LAYOUT PLAN PROJECT	Airport Operations 757965	Airport 01/08/2026	10,810.00	
<b>22-41-43-56-911 Runway Rejuvenation</b> H. W. LOCHNER INC	Airport AIRPORT LAYOUT PLAN PROJECT	Airport Operations 757966	Airport 11/03/2025	11,000.00	
<b>22-41-43-56-911 Runway Rejuvenation</b> H. W. LOCHNER INC	Airport AIRPORT LAYOUT PLAN PROJECT	Airport Operations 757964	Airport 01/30/2026	19,500.00	
<b>22-41-43-56-911 Runway Rejuvenation</b> HALI-BRITE INC	Airport NEW WIND CONES FOR RUNWAY E	Airport Operations 44325	Airport 01/27/2026	14,997.97	
Total Airport Operations:				70,350.16	
Total Airport:				70,350.16	
Total Airport:				70,350.16	

**Public Transit Fund**

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>23-72-71-44-411 Building, Office Rent</b> CITY OF ALLIANCE	Public Transit Fund QUARTERLY UTILITIES PW ANNEX	Transit - Administration 16403	Public Works 01/01/2026	580.69	
<b>23-72-71-44-451 Telephone Line Expense</b> CLEARFLY COMMUNICATIONS	Public Transit Fund 2302	Transit - Administration INV788501	Public Works 02/01/2026	2.26	
<b>23-72-71-44-451 Telephone Line Expense</b> CLEARFLY COMMUNICATIONS	Public Transit Fund 308-761-7433 PUBLIC TRANSIT	Transit - Administration INV788501	Public Works 02/01/2026	4.62	
<b>23-72-71-44-482 NRCNTSVC-Vehicle Repair Mtc</b> TODD'S BODY & FRAME SHOP	Public Transit Fund #7 B09470 REPAIR LEFT DOOR FR	Transit - Administration 44676	Public Works 01/19/2026	80.00	
<b>23-72-71-45-526 Other Nonoperating Sup/Expense</b> IDEAL LINEN INC	Public Transit Fund TOWELS	Transit - Administration 11305411	Public Works 01/20/2026	55.00	
<b>23-72-71-45-526 Other Nonoperating Sup/Expense</b> IDEAL LINEN INC	Public Transit Fund TOWELS	Transit - Administration 11304492	Public Works 01/13/2026	55.00	
<b>23-72-71-45-526 Other Nonoperating Sup/Expense</b> BUD'S PEST CONTROL	Public Transit Fund PEST CONTROL	Transit - Administration 7418	Public Works 01/19/2026	70.00	
Total Transit - Administration:				847.57	
<b>23-72-72-45-551 Fuel,Oil,Lube-Veh,Mach,Equip</b> DARREN'S CARQUEST AUTO PART	Public Transit Fund GAS CAN	Transit - Operations 2723-528590	Public Works 01/15/2026	15.16	
<b>23-72-72-45-551 Fuel,Oil,Lube-Veh,Mach,Equip</b> VOYAGER FLEET SYSTEMS INC	Public Transit Fund TRANSIT	Transit - Operations 869456715260	Public Works 02/01/2026	888.24	
Total Transit - Operations:				903.40	
Total Public Works:				1,750.97	
Total Public Transit Fund:				1,750.97	
<b>Street Fund</b>					
<b>24-0000-23321 Sales Tax Payable</b> NE DEPT OF REVENUE - SALES	Street Fund SALES & USE TAX - STREETS	JANUARY-26	02/09/2026	.00	
Total :				.00	
Total :				.00	
<b>24-41-41-44-451 Telephone Line Expense</b> CLEARFLY COMMUNICATIONS	Street Fund 1907	Streets INV788501	Public Works 02/01/2026	4.59	
<b>24-41-41-44-451 Telephone Line Expense</b> CLEARFLY COMMUNICATIONS	Street Fund 308-313-2071 PUBLIC WORKS	Streets INV788501	Public Works 02/01/2026	30.55	
<b>24-41-41-45-543 Small Tools, Equipment</b> FARM PLAN	Street Fund TOOLS	Streets 51535565	Public Works 01/26/2026	53.55	
<b>24-41-41-45-543 Small Tools, Equipment</b> FARM PLAN	Street Fund Tools	Streets 51535565	Public Works 01/26/2026	3.42	
<b>24-41-41-45-543 Small Tools, Equipment</b> FARM PLAN	Street Fund TOOLS	Streets 51538887	Public Works 02/06/2026	39.99	
<b>24-41-41-45-543 Small Tools, Equipment</b> FIRSTBANK CARD	Street Fund IPAD/CASE&SCREEN PROTECTOR	Streets GRANT 1/26	Public Works 01/22/2026	1,077.72	
<b>24-41-41-45-543 Small Tools, Equipment</b> FIRSTBANK CARD	Street Fund SUBSCRIPTION	Streets GRANT 1/26	Public Works 01/22/2026	5.00	
<b>24-41-41-45-553 Streets-Fuel</b> VOYAGER FLEET SYSTEMS INC	Street Fund STREETS	Streets 869456715260	Public Works 02/01/2026	958.34	
<b>24-41-41-45-556 Parts-Vehicle, Mach, Equip</b> ALLIANCE TRACTOR & IMPLEMENT	Street Fund HOSE FITTINGS	Streets 18830	Public Works 01/19/2026	213.60	
<b>24-41-41-45-556 Parts-Vehicle, Mach, Equip</b> BERNIES ACE HARDWARE	Street Fund PARTS	Streets 331266	Public Works 01/19/2026	7.98	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>24-41-41-45-556 Parts-Vehicle, Mach, Equip</b> FARM PLAN	Street Fund GRADER BREATHER	Streets P60235	Public Works 02/05/2026	22.22	
<b>24-41-41-45-556 Parts-Vehicle, Mach, Equip</b> CARTER'S HOME HARDWARE & AP	Street Fund PARTS	Streets 31737/1	Public Works 02/05/2026	10.32	
<b>24-41-41-45-556 Parts-Vehicle, Mach, Equip</b> MURPHY TRACTOR	Street Fund WEAR PLATE/BOLT	Streets 2599910	Public Works 01/19/2026	633.12	
<b>24-41-41-45-556 Parts-Vehicle, Mach, Equip</b> DARREN'S CARQUEST AUTO PART	Street Fund PARTS	Streets 2723-529170	Public Works 01/26/2026	52.30	
<b>24-41-41-45-556 Parts-Vehicle, Mach, Equip</b> DARREN'S CARQUEST AUTO PART	Street Fund PARTS	Streets 2723-529205	Public Works 01/27/2026	14.33	
<b>24-41-41-45-556 Parts-Vehicle, Mach, Equip</b> DARREN'S CARQUEST AUTO PART	Street Fund PARTS	Streets 2723-529864	Public Works 02/06/2026	36.00	
<b>24-41-41-45-556 Parts-Vehicle, Mach, Equip</b> DARREN'S CARQUEST AUTO PART	Street Fund PARTS	Streets 2723-529750	Public Works 02/04/2026	50.74	
<b>24-41-41-59-950 Capital Outlay-Mach, Equip</b> MURPHY TRACTOR	Street Fund John Deere 624 P-Tier Wheel Loader	Streets 2613114	Public Works 02/05/2026	274,250.00	
Total Streets:				277,463.77	
Total Public Works:				277,463.77	
Total Street Fund:				277,463.77	
<b>Retired Senior Vol Program</b>					
<b>26-71-70-44-441 Electricity</b> CITY OF ALLIANCE	Retired Senior Vol P ELECTRICITY	Retired Senior Vol Program 16467	Cultural and Leisure 02/01/2026	200.00	
<b>26-71-70-44-451 Telephone Line Expense</b> CLEARFLY COMMUNICATIONS	Retired Senior Vol P 308-762-1293 RSVP	Retired Senior Vol Program INV788501	Cultural and Leisure 02/01/2026	1.13	
Total Retired Senior Vol Program:				201.13	
Total Cultural and Leisure Services:				201.13	
Total Retired Senior Vol Program:				201.13	
<b>Economic Development Fund</b>					
<b>35-61-64-43-313 Other Attorney Fees - ED</b> SIMMONS OLSEN LAW FIRM, P.C.	Economic Develop SAND CANYON THERAPY/EDAA	Economic Development Support 8158138	Community Develop 01/31/2026	52.50	
<b>35-61-64-43-313 Other Attorney Fees - ED</b> SIMMONS OLSEN LAW FIRM, P.C.	Economic Develop GENERAL TIF	Economic Development Support 8158139	Community Develop 01/31/2026	860.00	
Total Economic Development Support:				912.50	
Total Community Development:				912.50	
Total Economic Development Fund:				912.50	
<b>LB 840 -Economic Development</b>					
<b>36-61-64-44-479 CNTSVC Other</b> SAND CANYON THERAPY	LB 840 -Economic SAND CANYON THERAPY LB840	LB 840 Fund 151351	Community Develop 02/10/2026	150,000.00	
<b>36-61-64-58-842 LB840 Small Grants</b> PHAN ENTERPRISES, LLC	LB 840 -Economic LB840 2026	LB 840 Fund 151350	Community Develop 02/10/2026	5,000.00	
Total LB 840 Fund:				155,000.00	
Total Community Development:				155,000.00	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
Total LB 840 -Economic Development:				155,000.00	
<b>Adminstration Internal Service</b>					
<b>51-13-13-42-292 Interviewing Expense</b>	Adminstration Intern	Personnel	Personnel		
FIRSTBANK CARD	NEB.GOV BACKGROUND CHECKS	MAYHEW 1/26	01/10/2026	50.50	
<b>51-13-13-42-298 Recognition Program</b>	Adminstration Intern	Personnel	Personnel		
CORPORATE TRADITIONS INC	CUSTOM BRANDED GC	74FC7DCB-00	01/15/2026	100.00	
<b>51-13-13-42-298 Recognition Program</b>	Adminstration Intern	Personnel	Personnel		
CORPORATE TRADITIONS INC	CUSTOM BRANDED GC	74FCDCB-000	01/15/2026	325.00	
<b>51-13-13-43-335 Other Technical Services</b>	Adminstration Intern	Personnel	Personnel		
GOVERNMENT PROFESSIONAL SO	SEARCH CITY MANAGER	0000121	02/04/2026	6,000.00	
<b>51-13-13-44-436 Mail, Delivery Services</b>	Adminstration Intern	Personnel	Personnel		
QUADIENT FINANCE USA INC	PERSONNEL	757944	01/01/2026	5.13	
<b>51-13-13-44-451 Telephone Line Expense</b>	Adminstration Intern	Personnel	Personnel		
CLEARFLY COMMUNICATIONS	308-313-2063	INV788501	02/01/2026	30.57	
<b>51-13-13-44-451 Telephone Line Expense</b>	Adminstration Intern	Personnel	Personnel		
CLEARFLY COMMUNICATIONS	308-313-2087	INV788501	02/01/2026	15.06	
<b>51-13-13-44-451 Telephone Line Expense</b>	Adminstration Intern	Personnel	Personnel		
CLEARFLY COMMUNICATIONS	308-313-2065	INV788501	02/01/2026	30.56	
Total Personnel:				6,556.82	
Total Personnel:				6,556.82	
<b>51-14-14-43-311 City Attorney Retainer</b>	Adminstration Intern	Legal	Legal		
SIMMONS OLSEN LAW FIRM, P.C.	RETAINER	8158134	01/31/2026	6,113.20	
<b>51-14-14-43-313 Other Attorney Fees</b>	Adminstration Intern	Legal	Legal		
SIMMONS OLSEN LAW FIRM, P.C.	GARTON REAL ESTATE SALE	8158133	01/31/2026	87.50	
<b>51-14-14-43-315 City Prosecutor</b>	Adminstration Intern	Legal	Legal		
SIMMONS OLSEN LAW FIRM, P.C.	PROSECUTION FEES	8158137	01/31/2026	314.50	
Total Legal:				6,515.20	
<b>51-14-16-47-721 Commercial Property Ins</b>	Adminstration Intern	Risk Management	Legal		
LARM	PROPERTY DAMAGE	115446	02/09/2026	5,377.92	
<b>51-14-16-47-724 Vehicle Liability</b>	Adminstration Intern	Risk Management	Legal		
LARM	CREDIT	115457	02/10/2026	533.05	
Total Risk Management:				4,844.87	
Total Legal:				11,360.07	
<b>51-17-17-43-335 Other Technical Services</b>	Adminstration Intern	MIS	Technology		
BYTES COMPUTER	MONTHLY BILLING	CW43249	02/02/2026	10,678.25	
<b>51-17-17-44-423 Database Subscriptions</b>	Adminstration Intern	MIS	Technology		
CASELLE INC	MAINTENANCE/SUPPORT	INV-16305	02/03/2026	1,747.00	
<b>51-17-17-44-423 Database Subscriptions</b>	Adminstration Intern	MIS	Technology		
ENVIRONMENTAL SYSTEMS RESE	ESRI Mapping License Annual Renew	900191694	02/06/2026	4,855.00	
<b>51-17-17-44-457 Internet Operating Expense</b>	Adminstration Intern	MIS	Technology		
MOBIUS COMMUNICATIONS CO.	012-762-9048	757943	02/01/2026	40.00	
<b>51-17-17-44-457 Internet Operating Expense</b>	Adminstration Intern	MIS	Technology		
MOBIUS COMMUNICATIONS CO.	308-762-4512	757962	02/01/2026	50.00	
<b>51-17-17-44-469 PMCNTSVC-Other</b>	Adminstration Intern	MIS	Technology		
CDW GOVERNMENT INC	Sallows Museum Firewall Renewal	AH7943E	01/28/2026	531.80	
Total MIS:				17,902.05	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
Total Technology:				17,902.05	
<b>51-21-21-42-294 Conferences, Cont Education</b>	Administration Intern	Accounting	Finance		
FIRSTBANK CARD	CARL VINSON INST OF GOVT TRAI	BEDIENT 1/25	01/12/2026	409.00	
<b>51-21-21-44-431 Legal, Public Notices</b>	Administration Intern	Accounting	Finance		
EAGLE COMMUNICATIONS INC	ADVERTISING	MCC-1260154	01/31/2026	605.00	
<b>51-21-21-44-436 Mail, Delivery Services</b>	Administration Intern	Accounting	Finance		
QUADIENT FINANCE USA INC	FINANCE	757944	01/01/2026	276.76	
<b>51-21-21-44-451 Telephone Line Expense</b>	Administration Intern	Accounting	Finance		
CLEARFLY COMMUNICATIONS	308-313-2066 ACCOUNTING	INV788501	02/01/2026	30.58	
<b>51-21-21-45-511 Office Supplies</b>	Administration Intern	Accounting	Finance		
QUILL CORPORATION	SHARPIES/REFILL INK/POST IT NO	47605748	01/30/2026	25.21	
<b>51-21-21-45-511 Office Supplies</b>	Administration Intern	Accounting	Finance		
QUILL CORPORATION	REFILL INK	47608252	01/31/2026	5.62	
Total Accounting:				1,352.17	
Total Finance:				1,352.17	
Total Administration Internal Service:				37,171.11	
<b>Enterprise Internal Service</b>					
<b>55-21-23-44-436 Mail, Delivery Services</b>	Enterprise Internal S	Utility Customer Service	Finance		
QUADIENT FINANCE USA INC	UTILITIES	757944	01/01/2026	874.75	
<b>55-21-23-44-451 Telephone Line Expense</b>	Enterprise Internal S	Utility Customer Service	Finance		
CLEARFLY COMMUNICATIONS	5075	INV788501	02/01/2026	4.58	
<b>55-21-23-44-479 CNTSVC Other</b>	Enterprise Internal S	Utility Customer Service	Finance		
PAYMENT SERVICE NETWORK INC	MONTHLY BILLING	321121	02/02/2026	99.75	
Total Utility Customer Service:				979.08	
Total Finance:				979.08	
<b>55-51-56-43-373 Contract Custodial Services</b>	Enterprise Internal S	Warehouse	Utility Superintendent		
HP CLEANING AND SEWING	UTILITIES WAREHOUSE AND OFFIC	020426UF	02/01/2026	1,100.00	
<b>55-51-56-43-379 Other Contract Operating Svcs</b>	Enterprise Internal S	Warehouse	Utility Superintendent		
IDEAL LINEN INC	MOPS/MATS	11304488	01/13/2026	198.15	
<b>55-51-56-44-451 Telephone Line Expense</b>	Enterprise Internal S	Warehouse	Utility Superintendent		
CLEARFLY COMMUNICATIONS	308-313-2079 WAREHOUSE	INV788501	02/01/2026	30.58	
<b>55-51-56-44-461 PMCNTSVC-Office Mach, Equip</b>	Enterprise Internal S	Warehouse	Utility Superintendent		
CENTURY BUSINESS PRODUCTS	CONTRACT COPIES	835935	01/26/2026	75.44	
<b>55-51-56-44-483 NRCNTSVC-Building Public Wrks</b>	Enterprise Internal S	Warehouse	Utility Superintendent		
BUD'S PEST CONTROL	PUBLIC WORKS PEST CONTROL	7417	01/19/2026	120.00	
<b>55-51-56-45-561 Bldg Maintenance Material</b>	Enterprise Internal S	Warehouse	Utility Superintendent		
FIRSTBANK CARD	CLEANING EQUIP FILTER	BRIDGE 01/25	01/18/2026	237.31	
Total Warehouse:				1,761.48	
Total Utility Superintendent:				1,761.48	
Total Enterprise Internal Service:				2,740.56	
<b>Health Care Internal Service</b>					
<b>57-81-81-42-281 Specific Premium</b>	Health Care Internal	Health Support	Personnel		
REGIONAL CARE, INC.	SPECIFIC PREMIUM	JANUARY-26	01/01/2026	51,536.84	02/03/2026
<b>57-81-81-42-285 Transplant Coverage</b>	Health Care Internal	Health Support	Personnel		
REGIONAL CARE, INC.	TRANSPLANT COVERAGE	JANUARY-26	01/01/2026	1,093.55	02/03/2026

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>57-81-81-42-286 Aggregate Premium</b> REGIONAL CARE, INC.	Health Care Internal AGGREGATE PREMIUM	Health Support JANUARY-26	Personnel 01/01/2026	1,382.37	02/03/2026
<b>57-81-81-42-287 Employee Claims</b> REGIONAL CARE, INC.	Health Care Internal HEALTH CLAIMS	Health Support 02022026-HC	Personnel 02/02/2026	149,440.19	02/05/2026
<b>57-81-81-42-287 Employee Claims</b> REGIONAL CARE, INC.	Health Care Internal HEALTH CLAIMS	Health Support 02092026-HC	Personnel 02/09/2026	34,425.76	02/09/2026
<b>57-81-81-42-288 Employee Insurance Admin</b> REGIONAL CARE, INC.	Health Care Internal EMPLOYEE INSURANCE ADMINIST	Health Support JANUARY-26	Personnel 01/01/2026	2,657.20	02/03/2026
<b>57-81-81-42-289 Vision Premium</b> REGIONAL CARE, INC.	Health Care Internal VISION	Health Support JANUARY-26	Personnel 01/01/2026	1,797.62	02/03/2026
<b>57-81-81-43-379 Other Contract Operating Svcs</b> REGIONAL CARE, INC.	Health Care Internal HAYS PREMIUM	Health Support JANUARY-26	Personnel 01/01/2026	2,500.00	02/03/2026
Total Health Support:				244,833.53	
Total Personnel:				244,833.53	
Total Health Care Internal Service:				244,833.53	
Grand Totals:				1,800,692.96	

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

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

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

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

Report Criteria:

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

COUNCIL PROCEEDINGS

The Alliance, Nebraska City Council met in a Regular Meeting on Tuesday, February 3, 2026 at 7:00 p.m. Present were Council Members McGhehey, Mashburn, Turman, Yates, and Hitchcock.

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

1. Approved the Consent Calendar. Ayes: All. Motion carried.
2. Approved Resolution No. 26-07, which accepts and approves the changes to established Cart Storage and Locker Rental fees at SkyView Golf Course. Ayes: All. Motion carried.
3. Discussion Item – Hal Murray Softball Complex Expansion and Improvement Project.
4. Entered into Executive Session for the purpose of discussing the City Manager candidate decision.

Meeting adjourned at 8:26 p.m.

(SEAL)

---

John McGhehey, Mayor

Attest:

---

Ammie L. Bedient, 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.

# MEMORANDUM

**To:** AMMIE BEDIENT, CITY CLERK  
**From:** TROY SHOEMAKER, FIRE CHIEF  
**Date:** FEBRUARY 12, 2026  
**Subject:** UPDATED AVFD ROSTER

---



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

- |     |  |     |  |
|-----|--|-----|--|
| 1.  | DAISY BARBEE                                   | 26. | JEFF MEER  |
| 2.  | JACOB BEALS                                    | 27. | DAVID MEGGISON                                       |
| 3.  | ELIJAH BUDD                                    | 28. | KELLY MILDEBRANDT                                    |
| 4.  | JOSHUA CARR                                    | 29. | MATTHEW MOOMEY                                       |
| 5.  | JOHN DAHLBERG                                  | 30. | KELLI MOONEY   |
| 6.  | TONY DENTLER                                   | 31. | RANDY PRALL  |
| 7.  | <b><i>SERON DILLARD – RESIGNED 2/11/26</i></b> | 32. | THEODORE ROZMIAREK                                   |
| 8.  | KIM GALYEN                                     | 33. | BRAD SCHRUM  |
| 9.  | DAN GILROY                                     | 34. | TROY SHOEMAKER                                       |
| 10. | TIFFANY GRAHAM                                 | 35. | MEAGAN SHREWSBURY                                    |
| 11. | SHAWN GREEN                                    | 36. | TROY STRANG  |
| 12. | JESSE (KENT) GRIFFEN                           | 37. | HOWARD J. TAYLOR III                                 |
| 13. | BRANDON GUMM                                   | 38. | FRANK THOMPSON                                       |
| 14. | JOLEE HALSTEAD                                 | 39. | GROVER THOMPSON                                      |
| 15. | RON HERRMAN                                    | 40. | DAVID WEARE, JR.                                     |
| 16. | NICHOLAS HINMAN                                | 41. | LEROY WEARE  |
| 17. | ZANE HINMAN                                    | 42. | <b><i>YENISEY(HEREDIA)WEBER–RESIGNED 2/11/26</i></b> |
| 18. | KEN HUFF                                       | 43. | DOROTHY ZANDER                                       |
| 19. | MEGAN HUFF                                     | 44. | KARL ZERCK   |
| 20. | JOSH JENSEN                                    |     |  |
| 21. | EARL JONES                                     |     |  |
| 22. | MARTY JONES                                    |     |  |
| 23. | JEFFERY JURADO                                 |     |  |
| 24. | DALTON KRUG                                    |     |  |
| 25. | ALLEN LORENSEN                                 |     |  |

# Cemetery Certificate (Survivorship)

Completed By: City of Alliance, P.O. Box D, Alliance, NE 69301.

Know All Men By These Presents:

That CITY OF ALLIANCE, a municipal corporation, in Box Butte County and State of Nebraska, for and in consideration of the sum of SEVEN HUNDRED AND SIXTY and 00/100<sup>THS</sup> DOLLARS, to it in hand paid, does hereby, grant, bargain, sell convey and confirm unto:

**Shirley Underwood**

the following described real estate, situated in the Third Addition to the Alliance Cemetery, in Box Butte County and State of Nebraska, to-wit:

The (W ½) Lot Twelve (12), Section Ten (10), Block Twenty (20); according to the recorded plat thereof.

TO HAVE AND TO HOLD the said lot to the purchaser and assigns forever, for the burial or interment of the body or bodies of deceased persons only; the said purchaser to have only such rights as to the use, improvement and ornamentation of said lot as may be in accordance with the laws of Nebraska, the ordinances of City of Alliance and the rules and regulations passed or adopted from time to time to regulate and govern said Alliance Cemetery, and City of Alliance does hereby covenant with the said Box Butte County that it is lawfully seized of said premises, that they are free from encumbrance, that it has good right and lawful authority to sell the same; and it does here by covenant to warrant and defend the title to said premises against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said City of Alliance a municipal corporation has caused these presents to be signed by its Mayor and attested by its City Clerk and its corporate seal to be affixed hereto all on the 17<sup>th</sup> day of February, 2026.

CITY OF ALLIANCE, a municipal corporation

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

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

Approved as to form \_\_\_\_\_ City Attorney.



# Narrative

## February 17, 2026

### **RESOLUTION: INTERLOCAL AGREEMENT**

**This Interlocal Agreement for Electrical Work Assistance is entered into between the City of Bridgeport, Nebraska and the City of Alliance, Nebraska.**

**The purpose of this agreement is to allow either party, from time to time, to request that the other party provide electrical department personnel and equipment to assist with specific electrical projects. These projects will primarily include projects that require additional manpower or equipment beyond what the requesting City has available within its own system.**

**As both parties are members of MEAN and have a Mutual Aid Agreement already in place for the purpose of storm or other emergency assistance, this Agreement further allows both parties to provide support for the other City outside of an emergency, enabling employees to become familiar and confident on the others electric system.**

**The requesting City shall reimburse the assisting City for all labor time, equipment use, and truck time required to complete the project.**

**RECOMMENDATION: APPROVE INTERLOCAL AGREEMENT BETWEEN BRIDGEPORT, NEBRASKA AND ALLIANCE, NEBRASKA**

RESOLUTION NO. 26-08

*WHEREAS*, The City of Alliance desires to enter into an Interlocal Agreement for Electrical Work Assistance with the City of Bridgeport; and

*WHEREAS*, The City has been requested to enter into an Interlocal Agreement for Electrical Work Assistance with the City of Bridgeport to allow either party, from time to time, to request that the other party provide electrical projects including projects that require additional manpower or equipment beyond what the requesting City has available within its own system; and

*WHEREAS*, The City of Alliance and the City of Bridgeport are both members of MEAN and have a Mutual Aid Agreement already in place for the purpose of storm or other emergency assistance, this Agreement further allows both parties to provide assistance for the other City outside of an emergency; and

*WHEREAS*, The requesting City shall reimburse the assisting City for all labor time, equipment use, and truck time necessary to complete the requested project; and

*WHEREAS*, The Alliance City Council has determined that entering into the Interlocal Agreement for Electrical Work Assistance is in the best interests of the City and is appropriate to provide for the efficient and effective operation of the City; and

*NOW, THEREFORE, BE IT RESOLVED*, by the Mayor and City Council of Alliance, Nebraska, that the Mayor is authorized to execute the Interlocal Agreement for Electrical Work Assistance on behalf of the City and perform the necessary actions to comply with the Agreement.

PASSED AND APPROVED this 17<sup>th</sup> day of February, 2026.

(SEAL)

\_\_\_\_\_  
John McGhehey, Mayor

Attest: \_\_\_\_\_  
Ammie L. Bedient, City Clerk

Approved as to Form and Legality:

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

## **Interlocal Agreement for Electrical Work Assistance**

This Interlocal Agreement for Electrical Work Assistance (“Agreement”) is between the City of Bridgeport, Nebraska (“Bridgeport”) and the City of Alliance, Nebraska (“Alliance”). Bridgeport and Alliance are also each referred to as a “party” or together the “parties”.

1. **Purpose.** A party (the “Home City”) may, from time to time, request that the other party (the “Assisting City”) provide its electrical department employees to assist the Home City with certain electrical projects within the Home City (the “Work”). The Assisting City, in its discretion, may agree to assist the Home City with the Work. Nothing in this Agreement requires (a) a party to request a certain amount of assistance from the other party or (b) a party to agree to provide a certain amount of assistance to the other party. However, this Agreement will apply to all Work a party provides for the other party.
2. **Administration.** No separate legal or administrative entity is created by this Agreement. The Electrical Superintendent for each party will administer such party’s responsibilities under this Agreement. The Assisting City will perform the Work for the Home City as an independent contractor. The following will apply regarding the Work:
  - a. The Home City will specify the Work that it would like Assisting City’s employees to perform or assist in performing. The Home City will be responsible for the supervision of the Work and may dismiss the Assisting City’s employees from performing the Work in the Home City. However, the Home City will have no other disciplinary authority over the Assisting City’s employees.
  - b. Neither party will withhold or in any way be responsible for the payment of any Federal, State or local income or occupational taxes, FICA taxes, unemployment compensation or workers’ compensation contributions, vacation pay, sick leave, retirement benefits, or any other payments for or on behalf of the other party’s employees (except as provided in section 3 below). A party’s employees will not be considered the other party’s employees for any purpose.
  - c. A party’s employees do not have the the power or authority to incur liabilities or indebtedness or contract for the other party.
  - d. To the fullest extent permitted by law, a Home City will indemnify the Assisting City and its employees for, and defend the Assisting City and its employees against, all claims, suits, demands, causes of action, losses, costs, damages, liabilities, penalties, and expenses (including but not limited to attorney’s fees and amounts paid in compromise of a claim or to satisfy a judgment) (together “Losses”) made against or incurred by the Assisting City or its employees for Work by the Assisting City or its employees in the Home City. This subsection does not apply to Losses asserted against the Assisting City by its employees to the extent such Losses are required to be covered by workers compensation insurance. This subsection will survive the termination of this Agreement.

3. **Consideration and Billing.** The Home City will pay the Assisting City: (a) “labor time” in an amount equal to the wages owed by the Assisting City to its employees while performing the Work in the Home City, plus the amount of payroll withholdings due by the Assisting City on such wages, plus (b) “truck time” at a rate customarily charged by the Assisting City and communicated to the Home City prior to performance of the Work. If an Assisting City’s employee works overtime the week that he or she also performs Work for the Home City, then the employee’s Work at the Home City will be deemed the overtime work first, without regard to when the Work was actually performed. The Assisting City will invoice the Home City for the amounts due under this Agreement. Invoices must be paid within 45 days after they are sent. Each party is responsible for establishing and maintaining its own budget for purposes of paying the amount due from such party under this Agreement. No tax will be levied or collected by the parties jointly according to this Agreement.
4. **Duration.** This Agreement will remain effective until terminated. Either party may terminate this Agreement by giving written notice to the other party. No property will transfer between parties, or be acquired or owned jointly by the parties, according to this Agreement. The termination of this Agreement will not terminate a party’s obligations that have accrued under this Agreement prior to termination.

By signing below, the parties agree to the terms of this Agreement.

**City of Alliance, Nebraska**

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

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

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

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

**City of Bridgeport, Nebraska**

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

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

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

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

RESOLUTION NO. 26-09

WHEREAS, The City of Alliance is the owner of the property located at 212 Yellowstone Avenue, Alliance, Nebraska; and

WHEREAS, Staff is recommending that the City of Alliance renew the Lease Agreement with the Aging Office of Western for an additional year ending June 30, 2027; and

WHEREAS, The Aging Office of Western Nebraska will be using the property for its Nutrition Program serving meals to persons 60 years of age and older.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Alliance, Nebraska, to approve Lease Agreement between the City of Alliance and the Aging Office of Western Nebraska for the property located at 212 Yellowstone Avenue, Alliance, Nebraska.

PASSED AND APPROVED this 17<sup>th</sup> day of February, 2026.

\_\_\_\_\_  
John McGhehey, Mayor

(SEAL)

Attest: \_\_\_\_\_  
Ammie L. Bedient, City Clerk

Approved as to Form and Legality:

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

## AGREEMENT

This Agreement is made the 1<sup>st</sup> day of July 2026 by and between the AGING OFFICE OF WESTERN NEBRASKA NUTRITION PROJECT, hereinafter designated as the "Project", and the CITY OF ALLIANCE, ALLIANCE NE, 69301, hereinafter designated as the "Site".

1. The Project will have the use of the Site for the purpose of serving meals to persons 60 and over for five days of each week, generally Monday through Friday with weekend exceptions for weather, holidays, etc. between the hours of 7:00 AM and 2:00 PM.
2. Staff for the Project shall be provided by the Site by separate agreement with the City of Alliance, Nebraska.
3. The Site will provide the use of its kitchen, dining, and relevant support areas of the building for use by the Project.
4. The Project shall pay \$530.00 per month to the Site for utilities.
5. The Site will not make any additional charges to the Project other than the amount herein agreed upon, unless otherwise agreed.
6. EQUIPMENT: The Project shall provide and maintain the equipment necessary for the preparation and serving of the Nutrition activity. The large equipment and any additional small equipment including small wares (defined below) needed by the Project to carry out its functions shall remain the property of the Project and is subject to removal from the Site should the Project be discontinued or moved to another location.

Equipment owned by the Project shall be made available for the use of the Site for Site activities. Pre-notification by the Site to the Project of the intended use of equipment is required to assure non-interference with the work of the Project.

The Site shall be responsible for the cleaning, maintenance, and repair of Project equipment during the use of such equipment for Site activities beyond the Project Nutrition activity.

- Small wares included dishes, glassware, pots, pans, cookie sheets, silverware, serving utensils, shelving, mixers, blenders, roasters, crock pots, and any other property belonging to the Project.

7. This agreement shall be effective as of July 1, 2026, and shall be in force

during the period commencing on the effective date and ending June 30, 2027 and contingent upon availability of funds for the Project.

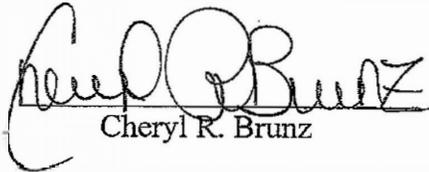
8. The Project shall keep locked the refrigerators and freezers in the kitchen and pantry areas.
9. In the event of any breach or default by the Project or the Site of the terms and Conditions of this Agreement, the party not in default shall give written notice to the party in default specifying the acts or omissions constituting the alleged default or breach; if within thirty (30) days after issuance of such notice the party in default shall have failed to cure such default, then in that event, the party not in default may terminate this Agreement by ten (10) days written notice to the party in default.
10. The Project assures that it has Blanket Liability Insurance to cover participants and staff of the Project during the period of use by the Project. The Site will provide insurance covering the building. The Project will obtain and keep in full force and effect while operating on the Site a commercial general liability policy with limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The City shall be named an additional insured of such policy and shall be entitled to receive, at its request, a certificate of such insurance coverage from the Project, showing the policy, the limits, and the additional insured designation.
11. Plumbing and Electrical Repairs: Cost for plumbing repairs in the kitchen area of the Site shall be shared according to the following percentage:

60% of cost by Project  
40% of cost paid by Site

The Site shall maintain the electricity system to the outlets. Any additions to the electrical system for the Project Nutrition activity shall be the cost of the Project.

In witness whereof, the parties hereto have caused this Agreement to be signed by their duly authorized officers the day and year first above written.

FOR THE PROJECT

  
Cheryl R. Brunz

FOR THE SITE

\_\_\_\_\_

DONATED BUILDING SPACE

RE:           Site known as:       CITY OF ALLIANCE  
              Located at:         212 YELLOWSTONE  
                                      ALLIANCE, NE 69301

We, hereby, agree to donate building space, to the Aging Office of Western Nebraska (AOWN), to be used for their Nutritional program per the attached signed Agreement.

Such building space to be furnished to the AOWN at "Non-Cash Rental" known as "In-Kind" under the Program at a dollar value of \$53,340.00 annually.

Signed. \_\_\_\_\_

# CITY OF ALLIANCE

## QUARTER 1 FINANCIAL REPORT

### 2025-26



Building the Best Hometown in America ®

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STATE OF NEBRASKA  
COUNTY OF BOX BUTTE  
CITY OF ALLIANCE

I, CINDY L. BAKER, DULY APPOINTED, QUALIFIED AND ACTING CITY TREASURER OF ALLIANCE, NEBRASKA DO HEREBY CERTIFY THAT THE ATTACHED REPORT IS A TRUE AND CORRECT REFLECTION OF THE FINANCIAL ACTIVITY IN THE VARIOUS FUNDS FOR THE CITY OF ALLIANCE DURING THE THREE MONTHS ENDING ON DECEMBER 31, 2025.

\_\_\_\_\_  
CINDY L. BAKER, TREASURER

\_\_\_\_\_  
SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME ON THIS 17TH DAY OF FEBRUARY, 2026.

**CITY OF ALLIANCE, NEBRASKA**  
**REVENUES AND EXPENSES WITH COMPARISON TO BUDGET**  
**FOR THE QUARTER ENDING DECEMBER 31, 2025**

	<u>PYTD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>FAV / (UNFAV)</u>	<u>PCNT</u>
<b><u>GENERAL FUND</u></b>					
REAL AND PERSONAL PROPERTY TAXES	53,036	86,444	1,644,609	(1,558,165)	5.3%
GENERAL FUND REVENUE EXCL TRANSFERS**	362,148	309,837	2,447,751	(2,137,914)	12.7%
GENERAL FUND BORROWINGS	-	1,520,000	1,500,000	20,000	101.3%
TRANSFER FROM ENTERPRISE FUNDS	569,625	655,268	2,621,070	(1,965,803)	25.0%
TRANSFER FROM SALES TAX FUND	476,250	486,693	2,228,585	(1,741,892)	21.8%
TRANSFERS FROM OTHER FUNDS	111,047	35,500	1,785,116	(1,749,616)	2.0%
TRANSFERS TO OTHER FUNDS	(45,566)	(81,250)	(610,000)	528,750	13.3%
<i>TOTAL GENERAL FUND REVENUE</i>	<u>1,526,540</u>	<u>3,012,491</u>	<u>11,617,131</u>	<u>(8,604,640)</u>	<u>25.9%</u>
TOTAL CITY COUNCIL	34,272	8,653	131,008	122,355	6.6%
TOTAL REMAINING COUNCIL CONTINGENCY	-	0	150,000	150,000	0.0%
TOTAL CITY ADMINISTRATION	61,241	115,137	1,078,016	962,878	10.7%
TOTAL POLICE ADMINISTRATION	112,736	155,217	560,842	405,625	27.7%
TOTAL POLICE OPERATIONS	432,191	453,070	1,738,033	1,284,963	26.1%
TOTAL POLICE SUPPORT SERVICES	239,055	213,857	863,841	649,984	24.8%
TOTAL ANIMAL CONTROL	26,673	27,656	133,036	105,380	20.8%
TOTAL EMERGENCY MANAGEMENT SYSTEMS	4,840	3,300	6,700	3,400	49.3%
TOTAL FIREFIGHTING	112,219	104,116	479,826	375,711	21.7%
TOTAL AMBULANCE	105,300	101,588	431,118	329,529	23.6%
TOTAL FACILITY MAINTENANCE	24,497	28,798	126,241	97,443	22.8%
TOTAL MUNICIPAL BUILDING	12,935	13,150	84,980	71,830	15.5%
TOTAL COMMUNITY DEVELOPMENT	26,254	21,446	112,216	90,770	19.1%
TOTAL CODE ENFORCEMENT	37,308	35,080	204,169	169,089	17.2%
TOTAL NUISANCE ABATEMENT	10,054	23,387	135,479	112,092	17.3%
TOTAL PARKS	191,717	221,874	937,937	716,063	23.7%
TOTAL SENIOR CENTER	25,885	37,839	202,575	164,736	18.7%
TOTAL CEMETERY	36,028	22,652	202,043	179,391	11.2%
TOTAL SWIMMING POOL	18,406	17,654	224,764	207,111	7.9%
TOTAL KNIGHT MUSEUM	95,125	98,049	469,963	371,914	20.9%
TOTAL LIBRARY	144,363	156,739	671,619	514,880	23.3%
TOTAL SALLOWS MUSEUM	710	1,180	18,100	16,920	6.5%
TOTAL MARKETING	5,425	23,252	185,916	162,663	12.5%
TOTAL CARHENG	22,741	12,638	99,767	87,129	12.7%
TOTAL COMMUNITY SUPPORT PROGRAMS	-	11,500	20,000	8,500	57.5%
TOTAL GENERAL FUND CAPITAL OUTLAY	266,258	343,183	1,788,200	1,445,017	19.2%
<i>TOTAL GENERAL FUND EXPENDITURES</i>	<u>2,046,235</u>	<u>2,251,016</u>	<u>11,056,388</u>	<u>8,805,371</u>	<u>20.4%</u>
NET CONTRIBUTION TO(FROM) FUND BALANCE	<u>(519,695)</u>	<u>761,475</u>	<u>560,743</u>	<u>200,731</u>	
<b><u>ELECTRIC FUND</u></b>					
ELECTRIC FUND REVENUES	3,096,815	3,113,100	14,945,300	(11,832,200)	20.8%
ELECTRIC LOANS FROM(TO) OTHER FUNDS	(300,000)	0	451,108	(451,108)	0.0%
ELECTRIC FEES TO GENERAL FUND	(457,500)	(509,576)	(2,038,302)	1,528,727	25.0%
<i>NET ELECTRIC FUND REVENUE</i>	<u>2,339,315</u>	<u>2,603,524</u>	<u>13,358,106</u>	<u>(10,754,582)</u>	<u>19.5%</u>
TOTAL ADMINISTRATION	92,592	147,094	641,095	494,001	22.9%
TOTAL GENERATION	1,058	0	79,500	79,500	0.0%
TOTAL TRANSMISSION	2,228,134	1,521,195	10,637,698	9,116,502	14.3%
TOTAL URBAN DISTRIBUTION	190,747	232,501	1,354,598	1,122,096	17.2%
TOTAL RURAL LINE DIST AND MAINT	112,721	114,531	652,688	538,157	17.5%
TOTAL REMAINING ELECTRIC CONTINGENCY	-	0	200,000	200,000	0.0%
TOTAL CAPITAL OUTLAY	38,762	275,250	4,345,000	4,069,750	6.3%
<i>TOTAL ELECTRIC FUND EXPENDITURES</i>	<u>2,664,014</u>	<u>2,290,571</u>	<u>17,910,578</u>	<u>15,620,007</u>	<u>12.8%</u>
NET CONTRIBUTION TO(FROM) FUND BALANCE	<u>(324,700)</u>	<u>312,953</u>	<u>(4,552,472)</u>	<u>4,865,425</u>	

**CITY OF ALLIANCE, NEBRASKA**  
**REVENUES AND EXPENSES WITH COMPARISON TO BUDGET**  
**FOR THE QUARTER ENDING DECEMBER 31, 2025**

	<u>PYTD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>FAV / (UNFAV)</u>	<u>PCNT</u>
<b><u>REFUSE FUND</u></b>					
REFUSE FUND REVENUES	457,312	414,093	2,119,600	(1,705,507)	19.5%
REFUSE FUND BORROWINGS	300,000	1,110,000	1,200,000	90,000	92.5%
REFUSE FEES TO GENERAL FUND	(36,250)	(70,977)	(283,908)	(212,931)	25.0%
<i>NET REFUSE FUND REVENUE</i>	<u>721,062</u>	<u>1,453,116</u>	<u>3,035,692</u>	<u>(1,828,438)</u>	47.9%
TOTAL REFUSE COLLECTION	191,621	106,126	567,696	461,570	18.7%
TOTAL REFUSE DISPOSAL	114,401	178,638	1,031,551	852,913	17.3%
REMAINING REFUSE CONTINGENCY	-	0	5,000	5,000	0.0%
TOTAL CAPITAL OUTLAY	264,987	74,009	1,029,055	955,047	7.2%
TOTAL DEBT SERVICE	48,733	51,016	301,472	250,455	16.9%
<i>TOTAL FUND EXPENDITURES</i>	<u>619,742</u>	<u>409,789</u>	<u>2,934,774</u>	<u>2,524,985</u>	14.0%
NET CONTRIBUTION TO(FROM) FUND BALANCE	<u>101,320</u>	<u>1,043,326</u>	<u>100,918</u>	<u>942,408</u>	
<b><u>SEWER FUND</u></b>					
SEWER FUND REVENUE	180,983	174,609	1,303,000	(1,128,391)	13.4%
SEWER FEES TO GENERAL FUND	(18,875)	(17,940)	(71,760)	(53,820)	25.0%
<i>NET SEWER FUND REVENUE</i>	<u>162,108</u>	<u>156,669</u>	<u>1,231,240</u>	<u>(1,074,571)</u>	12.7%
TOTAL SEWER FUND (EXCL. CAPITAL OUTLAY)	109,394	65,158	416,589	351,431	15.6%
TOTAL CAPITAL OUTLAY	-	29,747	1,056,000	1,026,254	2.8%
TOTAL REMAINING SEWER CONTINGENCY	-	0	-	-	#DIV/0!
<i>TOTAL SEWER FUND EXPENDITURES</i>	<u>109,394</u>	<u>94,905</u>	<u>1,472,589</u>	<u>1,377,684</u>	6.4%
NET CONTRIBUTION TO(FROM) FUND BALANCE	<u>52,714</u>	<u>61,764</u>	<u>(241,349)</u>	<u>303,113</u>	
<b><u>WATER FUND</u></b>					
WATER FUND REVENUE	567,480	443,041	5,253,100	(4,810,059)	8.4%
WATER FEES TO GENERAL FUND	(57,000)	(56,775)	(227,100)	(170,325)	25.0%
<i>NET WATER FUND REVENUE</i>	<u>510,480</u>	<u>386,266</u>	<u>5,026,000</u>	<u>(4,639,734)</u>	7.7%
TOTAL ADMINISTRATION	45,002	65,667	262,666	196,999	25.0%
TOTAL WATER TREATMENT	133,435	134,793	573,805	439,012	23.5%
TOTAL DISTRIBUTION	47,579	83,143	481,742	398,600	17.3%
TOTAL CAPITAL OUTLAY	396,290	10,195	3,710,000	3,699,806	0.3%
TOTAL REMAINING WATER CONTINGENCY	-	0	55,000	55,000	0.0%
TOTAL DEBT SERVICE	149,845	148,613	288,164	139,551	51.6%
<i>TOTAL WATER FUND EXPENDITURES</i>	<u>772,151</u>	<u>442,410</u>	<u>5,371,377</u>	<u>4,928,968</u>	8.2%
NET CONTRIBUTION TO(FROM) FUND BALANCE	<u>(261,671)</u>	<u>(56,143)</u>	<u>(345,377)</u>	<u>289,234</u>	
<b><u>GOLF COURSE</u></b>					
TRANSFER FROM GENERAL FUND	26,816	53,750	500,000	(446,250)	10.7%
TOTAL GOLF COURSE OPERATING REVENUE	67,122	44,466	509,901	(465,435)	8.7%
<i>TOTAL GOLF COURSE REVENUE</i>	<u>93,938</u>	<u>98,216</u>	<u>1,009,901</u>	<u>(911,685)</u>	9.7%
GOLF COURSE OPERATING EXPENDITURES	111,299	128,169	734,448	606,279	17.5%
TOTAL CAPITAL OUTLAY	-	0	285,000	285,000	0.0%
<i>TOTAL GOLF COURSE EXPENDITURES</i>	<u>111,299</u>	<u>128,169</u>	<u>1,019,448</u>	<u>891,279</u>	12.6%
NET CONTRIBUTION TO(FROM) FUND BALANCE	<u>(17,361)</u>	<u>(29,953)</u>	<u>(9,547)</u>	<u>(20,405)</u>	

**CITY OF ALLIANCE, NEBRASKA**  
**REVENUES AND EXPENSES WITH COMPARISON TO BUDGET**  
**FOR THE QUARTER ENDING DECEMBER 31, 2025**

	PYTD ACTUAL	YTD ACTUAL	BUDGET	FAV / (UNFAV)	PCNT
<b><u>AIRPORT OPERATIONS</u></b>					
FAA FUNDING/GRANTS	1,131,415	278,710	-	278,710	#DIV/0!
TRANSFER FROM AIRPORT SINKING FUND	-	0	95,900	(95,900)	0.0%
TRANSFER FROM GENERAL FUND	-	0	-	-	#DIV/0!
DAMAGE REIMBURSEMENT	-	0	-	-	#DIV/0!
NOTE/BOND PROCEEDS FOR RUNWAY/CAPITAL	-	710,000	700,000	10,000	101.4%
AIRPORT OPERATION REVENUE	56,511	50,843	10,393,918	(10,343,076)	0.5%
<i>TOTAL AIRPORT OPERATION REVENUE</i>	1,187,926	1,039,553	11,189,818	(10,150,266)	9.3%
TOTAL AIRPORT OPERATIONS	109,219	140,115	6,538,677	6,398,562	2.1%
TOTAL REMAINING AIRPORT CONTINGENCY	-	0	50,000	50,000	0.0%
TOTAL NOTE AND BOND PAYMENTS	3,981	11,885	264,792	252,907	4.5%
TOTAL CAPITAL OUTLAY	1,389,760	50,883	4,344,087	4,293,205	1.2%
<i>TOTAL AIRPORT OPERATION EXPENDITURES</i>	1,502,961	202,883	11,197,556	10,994,674	1.8%
NET CONTRIBUTION TO(FROM) FUND BALANCE	(315,034)	836,670	(7,738)	844,408	
<b><u>PUBLIC TRANSIT PROGRAM</u></b>					
TOTAL TRANSIT REVENUE	84,950	121,257	474,634	(353,377)	25.5%
TOTAL TRANSIT EXPENSE	130,031	108,424	474,634	366,210	22.8%
NET CONTRIBUTION TO(FROM) FUND BALANCE	(45,080)	12,833	-	12,833	
<b><u>STREET FUND</u></b>					
STATE HIGHWAY ALLOCATION	288,859	325,336	1,196,944	(871,608)	27.2%
TRANSFER FROM SALES TAX FUND	75,966	76,865	288,240	(211,375)	26.7%
NOTE/BOND PROCEEDS FOR STREET PROJECT	-	0	4,400,000	(4,400,000)	
STREET FUND OPERATING REVENUE	54,349	15,129	304,390	(289,261)	5.0%
<i>TOTAL STREET REVENUES</i>	419,174	417,330	6,189,574	(5,772,244)	6.7%
TOTAL STREET NON-CAPITAL EXPENDITURES	153,606	167,171	1,415,266	1,248,095	11.8%
TOTAL REMAINING STREET CONTINGENCY	-	0	50,000	50,000	0.0%
TOTAL BOND/NOTE REPAYMENTS	219,631	222,925	243,958	21,033	91.4%
TOTAL STREET CAPITAL OUTLAY	180,083	73,666	4,480,350	4,406,684	1.6%
<i>TOTAL STREET EXPENDITURES</i>	553,320	463,762	6,189,574	5,725,811	7.5%
NET CONTRIBUTION TO(FROM) FUND BALANCE	(134,146)	(46,432)	-	(46,432)	
<b><u>RETIRED SENIOR VOLUNTEER PROGRAM</u></b>					
TRANSFER FROM COMMUNITY BETTERMENT	5,000	5,000	39,000	(34,000)	12.8%
TOTAL RSVP PROGRAM REVENUE	13,112	12,426	47,844	(35,418)	26.0%
TOTAL RSVP FUNDRAISING REVENUE	-	0	-	-	#DIV/0!
TOTAL RSVP-IN-KIND MATCH	475	475	-	475	#DIV/0!
<i>TOTAL RSVP FUND REVENUE</i>	18,587	17,901	86,844	(68,943)	20.6%
TOTAL RSVP PROGRAM EXPENDITURES	24,049	22,338	80,744	58,406	27.7%
TOTAL RSVP FUNDRAISING EXPENDITURES	-	0	2,900	2,900	0.0%
TOTAL RSVP-IN-KIND MATCH	475	475	3,200	2,725	14.8%
<i>TOTAL RSVP FUND EXPENDITURES</i>	24,524	22,813	86,844	64,031	26.3%
NET CONTRIBUTION TO(FROM) FUND BALANCE	(5,937)	(4,912)	-	(4,912)	

**CITY OF ALLIANCE, NEBRASKA**  
**REVENUES AND EXPENSES WITH COMPARISON TO BUDGET**  
**FOR THE QUARTER ENDING DECEMBER 31, 2025**

	PYTD ACTUAL	YTD ACTUAL	BUDGET	FAV / (UNFAV)	PCNT
<b><u>MUSEUM PROJECT FUND</u></b>					
TOTAL MUSEUM PROJECT REVENUE	148	140	-	140	
TOTAL MUSEUM PROJECT EXPENSE	-	0	15,000	15,000	0.0%
NET CONTRIBUTION TO(FROM) FUND BALANCE	<u>148</u>	<u>140</u>	<u>(15,000)</u>	<u>15,140</u>	
<b><u>NUISANCE ABATEMENT</u></b>					
TRANSFER TO GENERAL FUND	-	0	-	-	
<b><u>COMMUNITY DEVELOPMENT (HUD)</u></b>					
TOTAL COMMUNITY DEVELOPMENT REVENUES	28	16	150,000	(149,984)	0.0%
TOTAL COMMUNITY DEVELOPMENT EXPENDITURES	-	0	150,000	150,000	0.0%
NET CONTRIBUTION TO(FROM) FUND BALANCE	<u>28</u>	<u>16</u>	<u>-</u>	<u>16</u>	
<b><u>COMMUNITY BETTERMENT (KENO)</u></b>					
TOTAL KENO REVENUES	3,036	2,097	9,000	(6,903)	23.3%
TOTAL KENO OPERATING EXPENSES	-	0	-	-	#DIV/0!
TRANSFER TO RSVP/HANDYMAN FUNDS	5,000	5,000	39,000	34,000	12.8%
TOTAL FUND EXPENDITURES	<u>5,000</u>	<u>5,000</u>	<u>39,000</u>	<u>34,000</u>	12.8%
NET CONTRIBUTION TO(FROM) FUND BALANCE	<u>(1,964)</u>	<u>(2,903)</u>	<u>(30,000)</u>	<u>27,097</u>	
<b><u>ECONOMIC DEVELOPMENT FUND</u></b>					
TRANSFER FROM SALES TAX AND ARPA	25,000	28,524	114,095	(85,571)	25.0%
OCCUPATION TAX, FEES AND INTEREST	25,900	20,765	82,500	(61,735)	25.2%
CONTRACTED SERVICES AND TAXES REMITTED	34,580	35,097	687,600	652,503	5.1%
BOX BUTTE DEVELOPMENT CORPORATION SUPPORT	-	0	109,550	109,550	0.0%
TOTAL ECONOMIC DEVELOPMENT SUPPORT	<u>34,580</u>	<u>35,097</u>	<u>797,150</u>	<u>762,053</u>	4.4%
NET CONTRIBUTION TO(FROM) FUND BALANCE	<u>16,319</u>	<u>14,191</u>	<u>(600,555)</u>	<u>614,746</u>	
<b><u>LB840 FUND</u></b>					
TOTAL LB 840 FUND REVENUE	35,748	30,362	184,980	(154,618)	16.4%
TOTAL LB 840 FUND EXPENDITURES	-	0	535,000	535,000	0.0%
NET CONTRIBUTION TO(FROM) FUND BALANCE	<u>35,748</u>	<u>30,362</u>	<u>(350,020)</u>	<u>380,382</u>	
<b><u>REDEVELOPMENT FUND</u></b>					
TOTAL REDEVELOPMENT (TIF) REVENUE	21	60,946	1,750,000	(1,689,054)	3.5%
TOTAL REDEVELOPMENT (TIF) EXPENDITURES	62,897	137,157	1,750,000	1,612,843	7.8%
NET CONTRIBUTION TO(FROM) FUND BALANCE	<u>(62,875)</u>	<u>(76,211)</u>	<u>-</u>	<u>(76,211)</u>	

**CITY OF ALLIANCE, NEBRASKA**  
**REVENUES AND EXPENSES WITH COMPARISON TO BUDGET**  
**FOR THE QUARTER ENDING DECEMBER 31, 2025**

	PYTD ACTUAL	YTD ACTUAL	BUDGET	FAV / (UNFAV)	PCNT
<b><u>SALES TAX FUND</u></b>					
CITY SALES TAX RECEIPTS	577,607	616,102	2,402,000	(1,785,898)	25.6%
INTEREST INCOME	4,782	2,613	3,000	(387)	87.1%
<i>TOTAL SALES TAX FUND REVENUES</i>	<u>582,389</u>	<u>618,714</u>	<u>2,405,000</u>	<u>(1,786,286)</u>	<u>25.7%</u>
TRANSFER TO GENERAL FUND	476,250	486,693	2,228,585	1,741,892	21.8%
TRANSFER TO STREETS FUND	75,966	76,865	288,240	211,375	26.7%
TRANSFER TO CAPITAL PROJECTS FUND	-	0	3,000	3,000	0.0%
TRANSFER TO ECONOMIC DEVELOPMENT FUND	25,000	28,524	114,095	85,571	25.0%
TRANSFER TO LB840 FUND	25,000	24,020	96,080	72,060	25.0%
<i>TOTAL SALES TAX TRANSFERS</i>	<u>602,216</u>	<u>616,102</u>	<u>2,730,000</u>	<u>2,113,898</u>	<u>22.6%</u>
NET CONTRIBUTION TO(FROM) FUND BALANCE	<u>(19,827)</u>	<u>2,613</u>	<u>(325,000)</u>	<u>327,613</u>	
<b><u>TOURISM AND PROMOTION FUND</u></b>					
<i>TOTAL FUND REVENUE</i>	54,804	49,905	195,000	(145,095)	25.6%
<i>TOTAL FUND EXPENDITURES</i>	-	0	1,000	(1,000)	0.0%
<i>TRANSFER TO GENERAL/CAPITAL FUNDS</i>	27,000	35,500	275,116	239,616	12.9%
NET CONTRIBUTION TO(FROM) FUND BALANCE	<u>27,804</u>	<u>14,405</u>	<u>(81,116)</u>	<u>95,521</u>	
<b><u>GENERAL FUND CAPITAL PROJECTS</u></b>					
INTEREST INCOME	7,996	4,875	15,000	(10,125)	32.5%
BOND PROCEEDS	-	0	-	-	#DIV/0!
OTHER REVENUES	-	0	-	-	#DIV/0!
TRANSFER FROM OTHER FUNDS	-	0	(641,000)	641,000	0.0%
<i>TOTAL CAPITAL PROJECTS FUND REVENUES</i>	<u>7,996</u>	<u>4,875</u>	<u>(626,000)</u>	<u>630,875</u>	<u>-0.8%</u>
TOTAL POLICE CAPITAL PROJECTS	-	0	-	-	#DIV/0!
TOTAL MUNICIPAL HALL PROJECT	-	0	-	-	#DIV/0!
TOTAL PARKS CAPITAL PROJECTS	-	0	-	-	#DIV/0!
TOTAL LIBRARY IMPROVEMENTS	-	0	-	-	#DIV/0!
<i>TOTAL FUND EXPENDITURES</i>	<u>-</u>	<u>0</u>	<u>-</u>	<u>-</u>	<u>#DIV/0!</u>
NET CONTRIBUTION TO(FROM) FUND BALANCE	<u>7,996</u>	<u>4,875</u>	<u>(626,000)</u>	<u>630,875</u>	
<b><u>PUBLIC SAFETY TAX</u></b>					
<i>TOTAL PUBLIC SAFETY REVENUE</i>	12,484	13,721	226,748	(213,028)	6.1%
<i>TRANSFER TO GENERAL FUND</i>	-	0	(315,000)	315,000	0.0%
NET CONTRIBUTION TO(FROM) FUND BALANCE	<u>12,484</u>	<u>13,721</u>	<u>(88,252)</u>	<u>101,972</u>	
<b><u>STATE E911 FUNDS</u></b>					
<i>TOTAL STATE E911 REVENUE</i>	17,762	16,591	50,000	(33,409)	33.2%
<i>TOTAL STATE E911 EXPENDITURES</i>	-	0	50,000	50,000	0.0%
NET CONTRIBUTION TO(FROM) FUND BALANCE	<u>17,762</u>	<u>16,591</u>	<u>-</u>	<u>16,591</u>	
<b><u>ADMINISTRATION INTERNAL SERVICE</u></b>					
<i>TOTAL ADMINISTRATION INTERNAL SERVICE FEES</i>	368,810	493,007	1,985,710	(1,492,703)	24.8%
TOTAL PERSONNEL	60,505	89,678	382,033	292,355	23.5%
TOTAL LEGAL	27,872	44,531	201,333	156,802	22.1%
TOTAL RISK MANAGEMENT	187,539	1,078,932	1,084,799	5,867	99.5%
TOTAL MIS/GIS	113,306	105,641	355,928	250,287	29.7%
TOTAL ACCOUNTING	64,487	63,410	320,660	257,251	19.8%
TOTAL CAPITAL OUTLAY	16,908	18,253	205,600	187,347	8.9%
<i>TOTAL FUND EXPENDITURES</i>	<u>470,617</u>	<u>1,400,444</u>	<u>2,550,352</u>	<u>1,149,909</u>	<u>54.9%</u>
NET CONTRIBUTION TO(FROM) FUND BALANCE	<u>(101,807)</u>	<u>(907,436)</u>	<u>(564,642)</u>	<u>(342,794)</u>	<u>-</u>

**CITY OF ALLIANCE, NEBRASKA**  
**REVENUES AND EXPENSES WITH COMPARISON TO BUDGET**  
**FOR THE QUARTER ENDING DECEMBER 31, 2025**

	PYTD ACTUAL	YTD ACTUAL	BUDGET	FAV / (UNFAV)	PCNT
<b><u>ENTERPRISE INTERNAL SERVICES</u></b>					
TOTAL ENTERPRISE INTERNAL SERVICES FEES	126,432	157,054	631,159	(474,105)	24.9%
TOTAL UTILITY CUSTOMER SERVICE	72,055	67,946	290,052	222,105	23.4%
TOTAL METER READING	12,355	1,300	24,890	23,590	5.2%
TOTAL WAREHOUSE	50,334	44,213	295,717	251,505	15.0%
TOTAL CAPITAL OUTLAY	-	0	65,000	65,000	0.0%
TOTAL FUND EXPENDITURES	134,744	113,459	675,659	562,199	16.8%
NET CONTRIBUTION TO(FROM) FUND BALANCE	(8,313)	43,594	(44,500)	88,094	
<b><u>HEALTH CARE INTERNAL SERVICES</u></b>					
TOTAL FUND REVENUE	369,178	502,044	1,825,000	(1,322,956)	27.5%
TOTAL HEALTH SUPPORT EXPENDITURES	401,780	476,964	2,369,000	1,892,036	20.1%
NET CONTRIBUTION TO(FROM) FUND BALANCE	(32,602)	25,081	(544,000)	569,081	
<b><u>GENERAL DEBT SERVICE FUND</u></b>					
TOTAL DEBT SERVICE REVENUES	167	157	200	(43)	78.7%
TOTAL GENERAL DEBT SERVICE EXPENDITURES	-	0	-	-	
NET CONTRIBUTION TO(FROM) FUND BALANCE	167	157	200	(43)	
<b><u>AIRPORT SINKING FUND</u></b>					
TOTAL FUND REVENUE	4,320	5,452	66,945	(61,493)	8.1%
TRANSFER TO AIRPORT OPERATING	-	0	(95,900)	95,900	0.0%
NET CONTRIBUTION TO(FROM) FUND BALANCE	4,320	5,452	(28,955)	34,407	
<b><u>PERPETUAL CARE FUND</u></b>					
TOTAL PERPETUAL CARE REVENUE	6,633	5,197	14,200	(9,003)	36.6%
TRANSFER TO GENERAL FUND	-	0	-	-	
NET CONTRIBUTION TO(FROM) FUND BALANCE	6,633	5,197	14,200	(9,003)	
<b><u>AMERICAN RECOVERY PLAN FUND</u></b>					
TOTAL ARPA FUND REVENUE	3,633	4,300	6,000	(1,700)	71.7%
TOTAL ARPA FUND EXPENDITURES/TRANSFERS	-	0	581,000	-	0.0%
ARPA COUNCIL CONTINGENCY	-	0	-	-	#DIV/0!
NET CONTRIBUTION TO(FROM) FUND BALANCE	3,633	4,300	(575,000)	579,300	
<b>Total Revenues</b>	<b>8,708,570</b>	<b>11,320,192</b>	<b>62,289,477</b>	<b>(50,969,285)</b>	<b>18.2%</b>
<b>Total Expenditures</b>	<b>10,272,505</b>	<b>9,234,466</b>	<b>70,642,939</b>	<b>61,408,474</b>	<b>13.1%</b>
<b>NET CONTRIBUTION TO(FROM) FUND BALANCE</b>	<b>(1,563,935)</b>	<b>2,085,726</b>	<b>(8,353,462)</b>	<b>10,439,188</b>	

<b><u>Contingency Recap</u></b>	<b>Used</b>	<b>Original</b>	<b>Remaining</b>	<b>% Used</b>
Council Contingency	0	150,000	150,000	0.0%
Electric Contingency	0	200,000	200,000	0.0%
Refuse Contingency	0	5,000	5,000	0.0%
Sewer Contingency	0	-	-	
Water Contingency	0	55,000	55,000	0.0%
Airport Contingency	0	50,000	50,000	0.0%
Streets Contingency	0	50,000	50,000	0.0%
<b>Total Contingencies</b>	<b>0</b>	<b>510,000</b>	<b>510,000</b>	<b>0.0%</b>

**\*\*City of Alliance  
General Fund Revenue exc Transfers**

<b>Acct No</b>	<b>Account Title</b>	<b>12/31/2025</b>	<b>9/30/2026</b>
01-00-00-31-113	Carline Taxes	-	(10,000.00)
01-00-00-31-114	Housing Authority In Lieu	-	-
01-00-00-31-121	Homestead Exemption	-	(45,000.00)
01-00-00-31-122	Property Tax Relief	-	(105,000.00)
01-00-00-31-123	Cash Device Tax	(1,204.10)	
01-00-00-31-141	Gross Receipt Tax-Qwest	-	(2,000.00)
01-00-00-31-142	Gross Receipt Tax-Phone	(2,702.24)	(30,000.00)
01-00-00-31-143	Gross Receipt Tax-Cell Phone	(7,120.98)	(25,000.00)
01-00-00-31-144	Gross Receipt Tax-Cable TV	(16,235.35)	(49,000.00)
01-00-00-31-148	Gross Receipt Tax-Natural Gas	-	(29,000.00)
01-00-00-31-153	Motor Vehicle Tax	(41,153.25)	(175,000.00)
01-00-00-32-211	Bingo Amusement License	-	-
01-00-00-32-212	Carnival, Circus Licenses	-	(500.00)
01-00-00-32-213	Tree Surgeon Permit	-	-
01-00-00-32-214	Street Peddler Permit	-	(500.00)
01-00-00-32-215	Nursery Greenhouse Permits	-	-
01-00-00-33-331	Municipal Equalization Fund	(85,143.31)	(537,351.00)
01-00-00-33-335	State Aid	-	-
01-00-00-33-337	Motor Vehicle Pro-Rate	(381.74)	(5,000.00)
01-00-00-33-359	Revenue-Miscellaneous State	-	-
01-00-00-33-998	MIRF Funds	-	-
01-00-00-33-999	MEF Rollover Funds	-	-
01-00-00-34-413	Salary Reimbursement	-	-
01-00-00-37-751	Interest Income	(13,099.33)	(55,000.00)
01-00-00-37-771	Grants	-	(578,000.00)
01-00-00-37-785	Donations	-	-
01-00-00-37-786	Private Sector Reimbursement	-	-
01-00-00-37-793	Surplus, Salvage Sales	(31,715.00)	(7,500.00)
01-00-00-38-801	Other Revenue	-	-
01-00-00-38-802	Revenue-Miscellaneous	(3,289.90)	(20,000.00)
01-00-00-38-803	City Contribution-Sec 125	-	-
01-00-00-38-811	Dividends	-	(22,000.00)
01-00-00-38-812	Forfeiture Drawdown	-	-
01-00-00-38-813	Damage Reimbursement	-	-
01-00-00-38-822	Sales Tax Collection Fee	-	-
01-00-00-38-831	Bad Debt Collected	-	-
01-00-00-38-842	Revenue-Misc Service	-	-
01-00-00-38-862	Sale of Real Property	(3,200.00)	(6,000.00)
01-11-11-32-213	Tobacco Sales Permit	-	(100.00)
01-11-11-32-214	Beer, Liquor Licenses	(4,000.00)	(8,500.00)
01-11-11-32-215	Special Designated License	(100.00)	(500.00)
01-11-11-34-451	Copies, Reports, Faxes	(3.25)	-
01-31-31-32-231	Firearm Permit	(345.00)	(700.00)
01-31-31-32-232	Bicycle Licenses	-	-
01-31-31-32-234	ATV Permits	(179.00)	(1,250.00)
01-31-31-32-999	Handicap Permit	-	-

**City of Alliance**  
**General Fund Revenue exc Transfers**

01-31-31-33-323	Federal Police Grant	(407.68)	-
01-31-31-33-324	COPS Fast Grant	-	(90,000.00)
01-31-31-33-325	TSA Police Security	-	-
01-31-31-33-326	Homeland Grant - Restricted	-	-
01-31-31-33-327	Grant Contingency Revenue	-	-
01-31-31-33-351	Police-State Grants	-	-
01-31-31-33-363	Other Police Reimbursement	(1,183.20)	-
01-31-31-33-365	Fed Equitable Sharing Funds	-	-
01-31-31-33-999	Box Butte County Reimbu	-	-
01-31-31-34-412	Police-Salary Reimbursement	(5,250.00)	(15,000.00)
01-31-31-34-431	Airport Security Reimb	-	-
01-31-31-34-432	Vehicle Impound Fee	(780.00)	(3,000.00)
01-31-31-34-435	Improper Parking Fines	-	-
01-31-31-34-441	Alarm Fee	-	-
01-31-31-34-451	Police-Copies, Reports, Faxes	(102.50)	(250.00)
01-31-31-34-452	Other Sales, Services	-	-
01-31-31-34-999	RFD Reimbursement	-	-
01-31-31-37-766	Interest Income Police Pre84	-	-
01-31-31-37-774	Police-Grant Donations	-	-
01-31-31-37-775	State 911 Funds - Wireless	-	-
01-31-31-37-785	Donations	-	-
01-31-31-38-889	Cash Long and Short	241.54	-
01-31-34-32-233	Animal Licenses	(22.04)	(250.00)
01-31-34-34-433	Animal Shelter Fee	(1,490.00)	(2,500.00)
01-31-34-34-434	Animal Adoption Fee	(100.00)	(100.00)
01-31-34-37-785	Donations	(610.00)	-
01-31-35-33-322	FEMA Grant	-	-
01-37-37-31-113	Carline Taxes	-	(1,400.00)
01-37-37-31-121	Homestead Exemption	-	(6,500.00)
01-37-37-31-122	Property Tax Relief	-	(15,000.00)
01-37-37-33-337	Motor Vehicle Pro-Rate	(49.33)	(700.00)
01-37-37-33-344	MFO Aid Distribution	-	(59,000.00)
01-37-37-34-413	Salary Reimbursement	-	-
01-37-37-37-751	Interest Income	(186.51)	(500.00)
01-37-37-37-785	Fire Dept-Misc Revenue	-	-
01-37-38-33-323	Federal Grant	-	-
01-37-38-33-351	State Grant	-	-
01-37-38-34-421	Mileage	-	-
01-37-38-34-445	EMT, Firefighter Services	-	-
01-37-38-34-446	Ambulance Fee	(60,918.54)	(220,000.00)
01-37-38-34-999	Air Testing	-	-
01-37-38-38-831	Bad Debt Collected	-	-
01-61-60-33-371	Box Butte Co Planning Contract	-	-
01-61-60-34-443	Zoning, Subdivision Fees	(200.00)	(1,000.00)
01-61-60-34-448	Community Dev-Late Fees	-	(50.00)
01-61-60-34-451	Comm Dev-Copies, Maps, Rpts	(12.00)	(250.00)
01-61-60-37-711	Community Garden Rent	-	-

**City of Alliance**  
**General Fund Revenue exc Transfers**

01-61-62-32-221	Contractor's License	(567.00)	(11,000.00)
01-61-62-34-444	Bldg Permits, Inspect Fees	(3,462.96)	(30,000.00)
01-61-62-34-445	Excavation Permit	(150.00)	-
01-61-63-34-484	Revenue-Nuisance Abatement	(1,500.00)	-
01-71-71-33-328	Park Grants	-	-
01-71-71-33-346	Natural Resource District	-	-
01-71-71-33-351	State Arboretum-Parks Grant	-	-
01-71-71-33-352	NE Env Trust and Park Grant	-	-
01-71-71-33-353	NDEQ Grant	-	-
01-71-71-33-355	NDOR Grant	-	-
01-71-71-33-357	NE Forest Service	-	-
01-71-71-34-413	Salary Reimbursement	-	-
01-71-71-37-731	Building Lease	-	-
01-71-71-37-732	Shelterhouse, Conserv-Rents	(950.00)	(4,000.00)
01-71-71-37-772	Softball Association Grant	-	-
01-71-71-37-783	Parks-Donations	-	-
01-71-71-38-801	Parks - Misc Revenue	-	-
01-71-72-33-363	Other Senior Center Reimburesem	(14,292.50)	(57,000.00)
01-71-72-37-731	Building Lease	(2,370.00)	-
01-71-72-37-781	Donations	-	-
01-71-74-34-413	Salary Reimbursement	-	-
01-71-74-34-451	Grave Openings	(1,535.00)	(7,000.00)
01-71-74-37-765	Perpetual Care-Interest	-	-
01-71-74-38-861	Cemetery Lot Sales	(300.00)	(2,000.00)
01-71-75-34-461	Pool-Season Tickets	-	(19,000.00)
01-71-75-34-462	Pool-Daily Admission	-	(12,000.00)
01-71-75-34-463	Pool-Special Admission	-	-
01-71-75-34-464	Pool-Locker Rental	-	-
01-71-75-34-465	Pool-Misc Revenue	-	-
01-71-75-34-466	Pool-Swim Lessons	-	(7,000.00)
01-71-75-34-468	Pool-Concessions	-	(9,000.00)
01-71-75-38-822	Sales Tax Collection Fee	-	(100.00)
01-71-75-38-888	Uniform Reimbursement	-	(500.00)
01-71-75-38-889	Cash Long and Short	-	-
01-71-76-34-465	Catering Revenues	(60.00)	-
01-71-76-34-466	Equipment Rental Revenue	-	-
01-71-76-34-468	Gift Shop Receipts	-	-
01-71-76-37-781	Museum-Rentals	(750.00)	(5,000.00)
01-71-76-37-782	Museum-Donations	(245.00)	(500.00)
01-71-76-38-801	Museum-Misc Income	-	-
01-71-77-33-329	USAC E Rate Funds	-	-
01-71-77-33-338	Library-State Aid	-	-
01-71-77-33-354	LSTA-Library Grant	-	-
01-71-77-34-422	Library-Operating Reimb	-	(20,000.00)
01-71-77-34-441	Library-Book Fines	(199.50)	(1,250.00)
01-71-77-34-442	Library-Patron Card Fees	(1,750.00)	(2,500.00)
01-71-77-34-455	Library-Copies, Faxes	(108.25)	(500.00)

**City of Alliance**  
**General Fund Revenue exc Transfers**

01-71-77-34-456	Inter-Library Loan	(21.00)	(300.00)
01-71-77-34-465	Catering Revenues	-	-
01-71-77-37-734	Library-Room Rental	-	-
01-71-77-37-735	College Rent	-	(50,100.00)
01-71-77-37-781	Donations	-	-
01-71-77-38-801	Library-Misc Revenue	(138.00)	(500.00)
01-71-77-38-889	Cash Long and Short	(15.25)	-
01-71-78-34-413	Salary Reimbursement	-	-
01-71-78-37-781	Museum (Sallows)-Rentals	-	-
01-71-78-37-782	Donations	-	-
01-79-79-34-447	Vendor Fees	-	-
01-79-79-37-785	Donations	(35.00)	-
01-79-79-37-786	Fundraising Projects	-	-
01-79-79-37-787	Sponsorships	-	-
01-79-80-34-411	Service Charge-Postage Online	(90.00)	-
01-79-80-34-452	Other Sales, Services	(349.55)	(75,000.00)
01-79-80-37-782	Donations	(5.29)	(5,000.00)
01-79-80-38-801	Revenue-Miscellaneous	-	-
01-79-80-38-822	Sales Tax Collection Fee	0.25	(100.00)
01-79-80-38-889	Cash Long and Short	-	-
		<b>309,837.00</b>	<b>2,447,751.00</b>

**City of Alliance**  
**Fund Revenue and Expense Summary**  
**September 30, 2024 through September 30, 2026**

Fund Name	9/30/2024	2024-25 Fiscal Year		9/30/2025	2025-26 Fiscal Year		12/31/2025
		Revenues	Expenditures		Revenues	Expenditures	
General Fund	83,431.52	7,953,230.08	9,002,379.93	(965,718.33)	3,012,491.32	2,251,016.41	(204,243.42)
Electric Fund	32,214,848.59	12,242,967.78	11,638,734.95	32,819,081.42	2,603,524.30	2,290,571.42	33,132,034.30
Refuse Fund	2,361,166.18	1,594,055.83	1,538,307.00	2,416,915.01	1,453,115.53	409,789.49	3,460,241.05
Sewer Fund	2,330,934.85	595,920.40	591,752.69	2,335,102.56	156,669.25	94,904.82	2,396,866.99
Water Fund	7,941,814.20	1,986,089.91	1,197,588.45	8,730,315.66	386,266.00	442,410.00	8,674,171.66
Golf Course Fund	161,134.10	696,893.57	762,963.21	95,064.46	98,216.36	128,169.21	65,111.61
Airport Fund	(804,268.84)	965,833.26	1,289,611.22	(1,128,046.80)	1,039,552.51	202,882.69	(291,376.98)
Public Transit Fund	96,447.26	520,586.65	533,110.42	83,923.49	121,256.87	108,424.03	96,756.33
Street Fund	1,283,712.57	1,848,676.60	1,437,274.55	1,695,114.62	417,330.01	463,762.45	1,648,682.18
Retired Senior Volunteer Program	350.25	92,202.50	100,413.57	(7,860.82)	17,901.31	22,813.04	(12,772.55)
Museum Exhibit Fund	15,779.06	777.26	-	16,556.32	139.77	-	16,696.09
Nuisance Fund	50,000.00	-	-	50,000.00	-	-	50,000.00
Housing and Urban Development	12,146.07	101.22	-	12,247.29	15.72	-	12,263.01
Community Betterment Fund	72,198.84	(28,016.32)	-	44,182.52	2,097.47	5,000.00	41,279.99
Economic Development Fund	802,980.97	(6,294.89)	164,942.31	631,743.77	49,288.68	35,097.29	645,935.16
LB 840 Fund	1,700,365.10	137,823.59	491,540.00	1,346,648.69	30,362.33	-	1,377,011.02
Redevelopment Fund	2,239.32	266,097.56	203,998.84	64,338.04	60,945.82	137,157.12	(11,873.26)
Sales Tax Fund	544,093.66	2,507,236.36	2,587,051.51	464,278.51	618,714.28	616,101.67	466,891.12
Tourism and Promotion Fund	592,092.85	205,625.69	92,000.00	705,718.54	49,905.48	35,500.00	720,124.02
Capital Projects Fund	903,742.83	164,950.40	-	1,068,693.23	4,874.66	-	1,073,567.89
Public Safety Fund	714,818.38	201,032.64	194,644.45	721,206.57	13,720.55	-	734,927.12
State E911 Fund	16,317.25	52,465.36	45,318.11	23,464.50	16,590.76	-	40,055.26
American Recovery Plan Fund	433,448.48	212,130.82	-	645,579.30	4,300.41	-	649,879.71
Administration Internal Service	1,181,872.49	1,469,772.33	1,933,149.51	718,495.31	493,007.22	1,400,443.59	(188,941.06)
Enterprise Internal Service	152,546.61	505,283.21	578,422.80	79,407.02	157,053.64	113,459.26	123,001.40
Health Care Internal Service	1,594,086.92	1,826,034.47	2,015,000.97	1,405,120.42	502,044.43	476,963.81	1,430,201.04
General Debt Service Fund	17,773.40	875.47	-	18,648.87	157.41	-	18,806.28
Airport Sinking Fund	242,675.78	68,738.71	-	311,414.49	5,452.06	-	316,866.55
Perpetual Cemetery Fund	524,897.17	24,082.26	-	548,979.43	5,197.35	-	554,176.78
				-			
	<b>55,243,645.86</b>	<b>36,105,172.72</b>	<b>36,398,204.49</b>	<b>54,950,614.09</b>	<b>11,320,191.50</b>	<b>9,234,466.30</b>	<b>57,036,339.29</b>

**City of Alliance**  
**Net Fund Balance Changes**  
**September 30, 2024 through September 30, 2026**

<b>Fund Name</b>	<b>9/30/2024</b>	<b>9/30/2025</b>	<b>Prior Change</b>	<b>12/31/2025</b>	<b>YTD Change</b>
<b>1</b> General Fund	83,431.52	(965,718.33)	(1,049,149.85)	(204,243.42)	761,474.91
<b>5</b> Electric Fund	32,214,848.59	32,819,081.42	604,232.83	33,132,034.30	312,952.88
<b>6</b> Refuse Fund	2,361,166.18	2,416,915.01	55,748.83	3,460,241.05	1,043,326.04
<b>7</b> Sewer Fund	2,330,934.85	2,335,102.56	4,167.71	2,396,866.99	61,764.43
<b>8</b> Water Fund	7,941,814.20	8,730,315.66	788,501.46	8,674,171.66	(56,144.00)
<b>21</b> Golf Course Fund	161,134.10	95,064.46	(66,069.64)	65,111.61	(29,952.85)
<b>22</b> Airport Fund	(804,268.84)	(1,128,046.80)	(323,777.96)	(291,376.98)	836,669.82
<b>23</b> Public Transit Fund	96,447.26	83,923.49	(12,523.77)	96,756.33	12,832.84
<b>24</b> Street Fund	1,283,712.57	1,695,114.62	411,402.05	1,648,682.18	(46,432.44)
<b>26</b> Retired Senior Volunteer Program	350.25	(7,860.82)	(8,211.07)	(12,772.55)	(4,911.73)
<b>27</b> Museum Project Fund	15,779.06	16,556.32	777.26	16,696.09	139.77
<b>29</b> Nuisance Fund	50,000.00	50,000.00	-	50,000.00	-
<b>32</b> Housing and Urban Development	12,146.07	12,247.29	101.22	12,263.01	15.72
<b>33</b> Community Betterment Fund	72,198.84	44,182.52	(28,016.32)	41,279.99	(2,902.53)
<b>35</b> Economic Development Fund	802,980.97	631,743.77	(171,237.20)	645,935.16	14,191.39
<b>36</b> LB 840 Fund	1,700,365.10	1,346,648.69	(353,716.41)	1,377,011.02	30,362.33
<b>37</b> Redevelopment Fund	2,239.32	64,338.04	62,098.72	(11,873.26)	(76,211.30)
<b>38</b> Sales Tax Fund	544,093.66	464,278.51	(79,815.15)	466,891.12	2,612.61
<b>39</b> Tourism and Promotion Fund	592,092.85	705,718.54	113,625.69	720,124.02	14,405.48
<b>41</b> Capital Projects Fund	903,742.83	1,068,693.23	164,950.40	1,073,567.89	4,874.66
<b>42</b> Capital Equip/Public Safety Fund	714,818.38	721,206.57	6,388.19	734,927.12	13,720.55
<b>43</b> State E911 Fund	16,317.25	23,464.50	7,147.25	40,055.26	16,590.76
<b>49</b> American Recovery Plan Fund	433,448.48	645,579.30	212,130.82	649,879.71	4,300.41
<b>51</b> Administration Internal Service	1,181,872.49	718,495.31	(463,377.18)	(188,941.06)	(907,436.37)
<b>55</b> Enterprise Internal Service	152,546.61	79,407.02	(73,139.59)	123,001.40	43,594.38
<b>57</b> Health Care Internal Service	1,594,086.92	1,405,120.42	(188,966.50)	1,430,201.04	25,080.62
<b>61</b> General Debt Service Fund	17,773.40	18,648.87	875.47	18,806.28	157.41
<b>69</b> Airport Sinking Fund	242,675.78	311,414.49	68,738.71	316,866.55	5,452.06
<b>81</b> Perpetual Cemetery Fund	524,897.17	548,979.43	24,082.26	554,176.78	5,197.35
				-	
	<b>55,243,645.86</b>	<b>54,950,614.09</b>	<b>(293,031.77)</b>	<b>57,036,339.29</b>	<b>2,085,725.20</b>

**City of Alliance**  
**Bank Accounts**  
**December 31, 2025**

Bank	Acct No	GL Account	Status	Department	Due Date	Interest Rate	Term in Months	Current Value
BMO	944001296	01112	Restricted	HUD Checking		0.449%		\$ 12,263.01
FNB	236401	01114	Unrestricted	General Accounts Payable		2.75%		\$ 1,232,807.14
FNB	253401	01115	Unrestricted	Utility Operating Checking		2.76%		\$ 664,013.01
FNB	292501	01119	Restricted	Meter Deposit Checking		2.76%		\$ 91,750.37
FNB	312301	01116	Restricted	Payroll Checking		2.78%		\$ 11,200.54
FNB	13996301	01115	Restricted	RSVP Checking		2.86%		\$ 189.61
FNB	22472724	01998	Restricted	Police Custodial Account		2.76%		\$ 9,424.58
FNB	15265756	02231	Restricted	Landfill Closure/Post Close Res (C&D)		2.76%		\$ 233,751.88
FNB	252601	Multiple	Reserve	Investments		2.76%		\$ 5,711,724.62
FNB	204053659	Multiple	Reserve	Enterprise Temp Investment		2.76%		\$ 6,672,724.03
FNB	305001	01117	Restricted	General Fund - Section 125		2.76%		\$ 9,261.86
FNB	15211692	01111	Restricted	LB 840 Fund		2.76%		\$ 722,162.76
FNB	15212369	02224	Restricted	Landfill Post Closure Reserve (MSW)		2.76%		\$ 191,022.66
FNB	22436358	02233	Restricted	Landfill Closure (MSW)		2.76%		\$ 233,337.11
FNB	22230396	01222	Restricted	Airport Sinking Fund		2.76%		\$ 109,209.42
FNB	32092124	01111	Restricted	Community Betterment Keno		2.75%		\$ 2,286.97
PVB	1031410769	02234	Restricted	MSW Landfill Post Closure	6/25/2026	3.91%	12	\$ 723,185.30
PVB	1031410742	02236	Restricted	Meter Deposits	6/25/2026	3.91%	12	\$ 161,152.14
NB	1030425819	02222	Restricted	Landfill Closure (MSW)	1/29/2026	4.30%	12	\$ 1,338,725.94
NB	91389	Multiple	Reserve	Enterprise Temp Investment		2.90%		\$ 5,442,399.27
NB	12005059	02237	Restricted	Meter Deposits	9/21/2026	3.80%	18	\$ 245,825.26
SSB	509099	Multiple	Reserve	Temporary Investment		2.00%		\$ 3,469,735.88
SSB	509220	Multiple	Reserve	Enterprise Temp Investment		2.00%		\$ 569,779.48
						<b>2.80%</b>		<b>\$ 27,857,932.84</b>
COA		04524	Receivable	Electric Notes to Airport Fund-Revolving		4.00%		\$ 150,000.00
COA		04524	Receivable	Electric Notes to Airport Fund		4.00%		\$ 400,000.00
COA		04524	Receivable	Electric Notes to General Fund		4.00%		\$ 2,300,000.00
COA		38863	Receivable	Airport Loan from Electric Fund		5.15%		\$ 850,000.00

## City of Alliance

### Bank Accounts

December 31, 2025

Fund Name	Balances	Combined Cash	Shared MMDA	Allocated Cash
1 General Fund	9,424.58	(181,644.59)	1,428,474.79	1,256,254.78
5 Electric Fund	496,423.69	810,893.06	10,871,785.30	12,179,102.05
6 Refuse Fund	2,720,022.89	142,477.22	2,319.09	2,864,819.20
7 Sewer Fund		302,549.95	412,002.98	714,552.93
8 Water Fund		126,052.53	1,398,795.41	1,524,847.94
21 Golf Course Fund		4,121.87	119,041.39	123,163.26
22 Airport Fund		35,133.08	471,368.85	506,501.93
23 Public Transit Fund		63,253.30		63,253.30
24 Street Fund		(117,737.32)	1,515,262.94	1,397,525.62
26 Retired Senior Volunteer Program	189.61	(13,165.35)		(12,975.74)
27 Museum Project Fund	-	16,556.32		16,556.32
28 Business Improvement Dist	-	-		-
29 Nusiance Fund		50,000.00		50,000.00
32 Housing and Urban Development	12,263.01	-		12,263.01
33 Community Betterment Fund	2,286.97	36,906.25		39,193.22
35 Economic Development Fund		31,318.39	643,529.08	674,847.47
36 LB 840 Fund	722,162.76	139,508.59		861,671.35
37 Redevelopment Fund		3,593.46		3,593.46
38 Sales Tax Fund		(157,697.94)	449,942.95	292,245.01
39 Tourism and Promotion Fund		145,559.86	719,070.25	864,630.11
41 Capital Projects Fund		15,712.97	720,321.49	736,034.46
42 Public Safety Fund		13,424.23	712,575.47	725,999.70
43 Nebraska E911 Fund		39,765.48		39,765.48
43 ARPA Funds		12,272.80	637,503.32	649,776.12
51 Administration Internal Service		101,750.46	(184,646.48)	(82,896.02)
55 Enterprise Internal Service		6,581.79	139,280.25	145,862.04
57 Health Care Internal Service		(140,081.15)	1,268,692.76	1,128,611.61
61 General Debt Service Fund		18,648.87		18,648.87
69 Airport Sinking Fund	109,209.42	203,038.50		312,247.92
81 Perpetual Cemetery Fund		32,859.08	541,043.44	573,902.52
99 Allocated Cash	23,783,645.83	(1,741,651.71)	(21,866,363.28)	175,630.84
	<b>27,855,628.76</b>	<b>-</b>	<b>-</b>	<b>27,855,628.76</b>

**City of Alliance**  
**Bank Accounts**  
**December 31, 2025**

**By Location**

BMO	\$ 12,263.01
First National Bank	\$ 15,894,866.56
First Interstate Bank	\$ -
Nebraska Bank	\$ 7,024,646.39
Nebraska Public Agency Investment Trust	\$ -
Platte Valley Bank	\$ 884,337.44
Sandhills State Bank	\$ 4,039,515.36
Wells Fargo Bank	\$ -
<b>Total</b>	<b><u><u>\$ 27,855,628.76</u></u></b>

**By Status**

Investment	\$ -
Reserve	\$ 21,866,363.28
Restricted	\$ 4,092,445.33
Unrestricted	\$ 1,896,820.15
<b>Total</b>	<b><u><u>\$ 27,855,628.76</u></u></b>

**By Type**

Certificates of Deposit	\$ 243,521.18
CDAR	\$ 2,223,063.38
Checking	\$ 2,021,648.26
Money Market Accounts	\$ 23,367,395.94
Savings	\$ -
Trust Accounts	\$ -
<b>Total</b>	<b><u><u>\$ 27,855,628.76</u></u></b>

**City of Alliance**  
**Fund Cash Reserve Changes**  
**Sept. 30, 2024 through Sept. 30, 2026**

<b>Fund Name</b>	<b>9/30/2024</b>	<b>9/30/2025</b>	<b>Prior FY Change</b>	<b>12/31/2025</b>	<b>FY Change</b>	<b>Restricted</b>	<b>Mos. 3</b>
1 General Fund	2,787,244	2,406,100	(381,144)	2,136,658	(269,443)	156,465	2.6
5 Electric Fund	11,262,460	13,534,276	2,271,817	10,931,130	(2,603,146)	462,252	13.7
6 Refuse Fund	2,812,382	2,563,724	(248,659)	2,847,015	283,291	2,680,037	1.2
7 Sewer Fund	500,658	494,995	(5,663)	657,019	162,024	3,811	20.6
8 Water Fund	2,003,817	1,560,187	(443,630)	1,335,898	(224,289)	15,698	9.0
21 Golf Course Fund	206,705	177,008	(29,697)	151,190	(25,818)	47,607	2.4
22 Airport Fund	610,865	423,831	(187,034)	112,713	(311,118)	6,365	1.6
23 Public Transit Fund	-	43,575	43,575	(3,732)	(47,307)		
24 Street Fund	1,501,603	1,148,645	(352,958)	945,978	(202,667)	67,166	5.7
25 Handyman Fund	-	-	-	-	-		
26 Retired Senior Volunteer Program	6,945	318	(6,627)	318	-	-	0.0
27 Museum Project Fund	15,128	15,779	651	1,763	(14,016)		
28 Business Improvement District	53	-	(53)	-	-		
29 Nuisance Fund	50,000	50,000	-	50,000	-		
32 Housing and Urban Development	12,040	12,146	106	12,175	28		
33 Community Betterment Fund	69,045	69,785	741	67,821	(1,964)		
35 Economic Development Fund	788,656	807,377	18,721	823,696	16,319		
36 LB 840 Fund	928,313	1,133,307	204,994	1,169,055	35,748		
37 Redevelopment Fund	1,404	65,136	63,731	2,260	(62,875)		
38 Sales Tax Fund	403,987	544,094	140,106	524,267	(19,827)	-	2.6
39 Tourism and Promotion Fund	470,959	577,408	106,448	605,212	27,804	-	51.14
41 Capital Projects Fund	859,132	896,243	37,111	904,239	7,996		
42 Public Safety Fund	477,239	708,794	231,555	721,278	12,484		
43 Nebraska E911 Fund	51,841	11,936	(39,905)	29,698	17,762		
49 American Recovery Plan Fund	415,461	433,448	17,987	353,035	(80,414)		
51 Administration Internal Services	462,941	1,082,611	619,671	964,300	(118,311)	-	2.1
55 Enterprise Internal Services	386,933	167,044	(219,888)	152,882	(14,163)	-	4.0
57 Health Care Internal Service	1,763,142	1,681,258	(81,884)	1,329,253	(352,005)	-	8.4
61 General Debt Service Fund	17,040	17,773	733	17,941	167		
69 Airport Sinking Fund	163,226	240,660	77,433	244,980	4,320		
81 Perpetual Cemetery Fund	494,497	524,897	30,400	531,530	6,633		
<b>Totals</b>	<b>29,523,717</b>	<b>31,392,355</b>	<b>1,868,638</b>	<b>27,619,570</b>	<b>(3,772,785)</b>	<b>3,439,401</b>	

City of Alliance  
Requested Capital Improvements  
FY 2025-26

GL ACCOUNT	FUND	DEPARTMENT	PROJECT	STATUS	EXPENDED	APPROVED	OVER/UNDER	Res	COMMENTS
01-31-32-59-941	01	Police	Computers			\$ 50,000.00	\$ 50,000.00		
01-31-32-59-950	01	Police	Body Worn Cameras & In-Car Cameras			\$ 58,000.00	\$ 58,000.00		
01-31-32-59-950	01	Police	Mobile Radios		\$ 77,798.62	\$ 100,000.00	\$ 22,201.38		
01-31-32-59-950	01	Police	Bola Wraps			\$ 20,000.00	\$ 20,000.00		
01-31-32-59-950	01	Police	Drone		\$ 11,144.85	\$ 18,000.00	\$ 6,855.15		
01-31-32-59-950	01	Police	Rifles and Accessories		\$ 5,323.00	\$ 45,000.00	\$ 39,677.00		
01-31-32-59-960	01	Police	Patrol Vehicles			\$ 200,000.00	\$ 200,000.00		
01-37-35-59-950	01	Emergency Mgmt	Repeater (Backups)			\$ 42,000.00	\$ 42,000.00		
01-37-35-59-950	01	Emergency Mgmt	Volunteer Pagers			\$ 25,000.00	\$ 25,000.00		
01-37-37-59-915	01	Fire	Joint Public Safety Center with EOC		\$ 1,160.00	\$ 90,000.00	\$ 88,840.00		
01-37-37-59-915	01	Fire	Retaining Wall Project w/Electric Dept			\$ 50,000.00	\$ 50,000.00		
01-37-37-59-950	01	Fire	Quantifit 2 (SCBA Fit Test Machine)		\$ 15,000.00	\$ 15,000.00	\$ -		
01-37-38-59-960	01	Ambulance	Ambulance Purchase #314 Replacement		\$ 228,342.40	\$ 235,000.00	\$ 6,657.60		
01-41-46-59-970	01	Municipal Hall	Replace breaker Panel on Auditorium Stage			\$ 10,000.00	\$ 10,000.00		
01-71-71-59-950	01	Parks	Super Z Mower - 72"			\$ 36,000.00	\$ 36,000.00		
01-71-71-59-950	01	Parks	Central Park Playground			\$ 378,000.00	\$ 378,000.00		Partial Grant
01-71-71-59-970	01	Parks	Train Repair/Repaint			\$ 25,000.00	\$ 25,000.00		
01-71-71-59-970	01	Parks	Trail Extensions			\$ 75,000.00	\$ 75,000.00		
01-71-75-59-950	01	Pool	Basin Sand Blast & Paint			\$ 66,000.00	\$ 66,000.00		
01-71-75-59-970	01	Pool	Sand Filter Replacement			\$ 175,000.00	\$ 175,000.00		
01-71-76-59-970	01	Museum	HVAC Controller Upgrade		\$ 4,414.00	\$ 16,000.00	\$ 11,586.00		
01-79-79-59-970	01	Toursim/Carhenge	Carhenge Digital Sign			\$ 33,000.00	\$ 33,000.00		
01-79-79-59-970	01	Toursim/Carhenge	Rollover-Carhenge Lighting			\$ 25,000.00	\$ 25,000.00		
01-79-79-59-970	01	Toursim/Carhenge	Rollover-Talking Trail			\$ 1,200.00	\$ 1,200.00		
<b>01 Total</b>						<b>\$ 343,182.87</b>	<b>\$ 1,788,200.00</b>	<b>\$ 1,445,017.13</b>	
05-51-50-59-915	05	Electric Admin	Old Power Plant Asbestos Abatement		\$ 41,360.00	\$ 1,000,000.00	\$ 958,640.00		Other improvements
05-51-50-59-915	05	Electric Admin	Alternate Feed Source			\$ 500,000.00	\$ 500,000.00		Other improvements
05-51-52-53-916	05	Elect Transmission	SCADA Upgrades			\$ 250,000.00	\$ 250,000.00		
05-51-52-53-916	05	Elect Transmission	Reclosure Replacement			\$ 45,000.00	\$ 45,000.00		
05-51-52-53-916	05	Elect Transmission	Load Control Upgrades			\$ 10,000.00	\$ 10,000.00		
05-51-53-53-948	05	Urban Distribution	Streetlight Replacement			\$ 30,000.00	\$ 30,000.00		Buildings
05-51-53-53-948	05	Urban Distribution	Streetlight Pole Replacement			\$ 50,000.00	\$ 50,000.00		Buildings
05-51-53-53-948	05	Urban Distribution	Urban Rebuilds		\$ 106,253.19	\$ 750,000.00	\$ 643,746.81		Buildings
05-51-53-53-950	05	Urban Distribution	System Imp Customer Requests		\$ 63,765.34	\$ 70,000.00	\$ 6,234.66		
05-51-53-59-960	05	Urban Distribution	On-Call Pickup Replacement			\$ 55,000.00	\$ 55,000.00		
05-51-53-59-960	05	Urban Distribution	Truck Replacement			\$ 485,000.00	\$ 485,000.00		
05-51-53-59-970	05	Urban Distribution	Capital Outlay-Other improvements			\$ 100,000.00	\$ 100,000.00		
05-51-54-53-948	05	Rural Rebuild	Various Area Rebuilds		\$ 63,871.29	\$ 1,000,000.00	\$ 936,128.71		
<b>05 Total</b>						<b>\$ 275,249.82</b>	<b>\$ 4,345,000.00</b>	<b>\$ 4,069,750.18</b>	
06-41-42-45-526	06	Refuse Collection	Dumpsters			\$ 100,000.00	\$ 100,000.00		
06-41-42-59-960	06	Refuse Collection	Trash Truck Replacement			\$ 301,255.00	\$ 301,255.00		
06-51-55-59-915	06	Refuse Disp	Restroom			\$ 50,000.00	\$ 50,000.00		
06-51-55-59-950	06	Refuse Disp	Magnet for Excavator			\$ 52,550.00	\$ 52,550.00		
06-51-55-59-950	06	Refuse Disp	Bucket Grapple cylinder for Loader			\$ 10,638.00	\$ 10,638.00		
06-51-55-59-950	06	Refuse Disp	Rock Screen		\$ 25,581.00	\$ 30,012.00	\$ 4,431.00		
06-51-55-59-950	06	Refuse Disp	Litter Picker			\$ 76,000.00	\$ 76,000.00		

City of Alliance  
Requested Capital Improvements  
FY 2025-26

GL ACCOUNT	FUND	DEPARTMENT	PROJECT	STATUS	EXPENDED	APPROVED	OVER/UNDER	Res	COMMENTS
06-51-55-59-950	06	Refuse Disp	Landfill Compactor lease (Option 2)		\$ 48,427.71	\$ 111,485.00	\$ 63,057.29		
06-51-55-59-970	06	Refuse Disp	Fire Alarm Replacement			\$ 10,000.00	\$ 10,000.00		
06-51-55-59-970	06	Refuse Disp	Floor repair under baler during replacement			\$ 50,000.00	\$ 50,000.00		
06-51-55-59-915	06	Refuse Disp	Bale House Floor Repair			\$ 50,000.00	\$ 50,000.00		
06-51-55-59-970	06	Refuse Disp	Heaters for Downstairs			\$ 5,000.00	\$ 5,000.00		
06-51-55-59-970	06	Refuse Disp	Fire Hydrant			\$ 269,555.00	\$ 269,555.00		
<b>06 Total</b>					<b>\$ 74,008.71</b>	<b>\$ 1,116,495.00</b>	<b>\$ 1,042,486.29</b>		
07-52-58-59-950	07	Sewer	Vector Truck Replacement			\$ 650,000.00	\$ 650,000.00		
07-52-58-59-970	07	Sewer	Sewer Main Replacement/Lining		\$ 29,746.50	\$ 100,000.00	\$ 70,253.50		
07-52-58-59-970	07	Sewer	Lift Station D Rehab			\$ 300,000.00	\$ 300,000.00		
<b>07 Total</b>					<b>\$ 29,746.50</b>	<b>\$ 1,050,000.00</b>	<b>\$ 1,020,253.50</b>		
08-52-52-59-950	08	Water	12th and Missouri Well			\$ 2,040,000.00	\$ 2,040,000.00		
08-52-52-59-950	08	Water	Well 1 Rehab			\$ 80,000.00	\$ 80,000.00		
08-52-52-59-950	08	Water	Airport SCADA Upgrade		\$ 10,194.50	\$ 55,000.00	\$ 44,805.50		
08-52-52-59-970	08	Water	2nd Street Cody to RR Tracks			\$ 450,000.00	\$ 450,000.00		
08-52-52-59-970	08	Water	kansas Street Water Connection			\$ 300,000.00	\$ 300,000.00		
08-52-52-59-970	08	Water	Water main-Railroad Tracks to Williamette on 2nd			\$ 160,000.00	\$ 160,000.00		
08-52-52-59-970	08	Water	12th to 14th Grand Watermain			\$ 150,000.00	\$ 150,000.00		
08-52-52-59-970	08	Water	Tank Maintenance Plan			\$ 100,000.00	\$ 100,000.00		
08-52-52-59-970	08		Well #6 and Well #4 Rehabilitatio			\$ 79,289.76	\$ 79,289.76	25-134	
08-52-52-59-970	08	Water	Laramie 1st to 4th Main			\$ 145,710.24	\$ 145,710.24		
08-52-52-59-970	08	Water	Hudson 3rd to 5th			\$ 150,000.00	\$ 150,000.00		
<b>08 Total</b>					<b>\$ 10,194.50</b>	<b>\$ 3,710,000.00</b>	<b>\$ 3,699,805.50</b>		
21-71-75-59-950	21	Golf	Triplex Mower (G2) 2002			\$ 50,000.00	\$ 50,000.00		
21-71-75-59-970	21	Golf	Golf Main Pump Replacement			\$ 235,000.00	\$ 235,000.00		
<b>21 Total</b>					<b>\$ -</b>	<b>\$ 285,000.00</b>	<b>\$ 285,000.00</b>		
22-41-43-56-911	22	Airport	Airport Layout Plan (ALP)		\$ 50,882.50	\$ 300,000.00	\$ 249,117.50		
22-41-43-56-911	22	Airport	Runway Light Replacement-engineering			\$ 309,381.00	\$ 309,381.00		
22-41-43-56-911	22	Airport	Runway Light Replacement - Construction			\$ 3,328,484.00	\$ 3,328,484.00		
22-41-43-59-950	22	Airport	Plow Assembly - 24 Ft			\$ 76,222.00	\$ 76,222.00		
22-41-43-59-970	22	Airport	Window Replacement and remodel terminal			\$ 100,000.00	\$ 100,000.00		
22-41-43-59-970	22	Airport	Parking Lot-Passengers gravel area			\$ 20,000.00	\$ 20,000.00		
22-41-43-59-970	22	Airport	HVAC upgrade/misc-TSA area			\$ 20,000.00	\$ 20,000.00		
22-41-43-59-970	22	Airport	Fuel Farm Piping and Meter Replacements			\$ 50,000.00	\$ 50,000.00		
22-41-43-59-970	22	Airport	Water/Sewer upgrades-Aerial sprayers			\$ 140,000.00	\$ 140,000.00		
<b>22 Total</b>					<b>\$ 50,882.50</b>	<b>\$ 4,344,087.00</b>	<b>\$ 4,293,204.50</b>		
23-72-71-59-950	23	Public Transit	Safety Cameras			\$ 35,000.00	\$ 35,000.00		
<b>23 Total</b>						<b>\$ 35,000.00</b>	<b>\$ 35,000.00</b>		
24-41-41-59-915	24	Streets	Salt Storage building			\$ 90,000.00	\$ 90,000.00		
24-41-41-59-950	24	Streets	Dump Truck Replace 904			\$ 272,350.00	\$ 272,350.00		
24-41-41-59-950	24	Streets	Dump Truck replace 911			\$ 286,000.00	\$ 286,000.00		
24-41-41-59-950	24	Streets	Replace unit 910		\$ 47,315.36	\$ 64,000.00	\$ 16,684.64		
24-41-41-59-960	24	Streets	Paint Machine		\$ 17,370.00	\$ 20,000.00	\$ 2,630.00		
24-41-41-59-960	24	Streets	Tar Machine			\$ 63,000.00	\$ 63,000.00		
24-41-41-59-960	24	Streets	Wheel loader			\$ 300,000.00	\$ 300,000.00		
24-41-41-59-960	24	Streets	Tractor			\$ 70,000.00	\$ 70,000.00		

City of Alliance  
Requested Capital Improvements  
FY 2025-26

GL ACCOUNT	FUND	DEPARTMENT	PROJECT	STATUS	EXPENDED	APPROVED	OVER/UNDER	Res	COMMENTS
24-41-41-59-960	24	Streets	Tilt Flat Bed Trailer		\$ 8,981.00	\$ 15,000.00	\$ 6,019.00		
24-41-41-59-970	24	Streets	2nd Street, Cody to RR Tracks			\$ 1,750,000.00	\$ 1,750,000.00		
24-41-41-59-970	24	Streets	Lakefield Subdivision Overlay			\$ 1,500,000.00	\$ 1,500,000.00		
<b>24 Total</b>					<b>\$ 73,666.36</b>	<b>\$ 4,430,350.00</b>	<b>\$ 4,356,683.64</b>		
27-71-76-59-970	27	Museum	Exhibit Fabrication			\$ 15,000.00	\$ 15,000.00		
<b>27 Total</b>					<b>\$ -</b>	<b>\$ 15,000.00</b>	<b>\$ 15,000.00</b>		
51-17-17-59-941	51	MIS/GIS	Annual Computer Replacement - City			\$ 2,000.00	\$ 2,000.00		
51-17-17-59-941	51	MIS/GIS	Annual Computer Replacement - APD		\$ 16,752.73	\$ 18,000.00	\$ 1,247.27		
51-17-17-59-941	51	MIS/GIS	Squad Car Toughbook Laptop Replacement-APD			\$ 28,000.00	\$ 28,000.00		
51-17-17-59-941	51	MIS/GIS	Top of Rack Switching			\$ 31,800.00	\$ 31,800.00		
51-17-17-59-941	51	MIS/GIS	Switch Replacements			\$ 5,000.00	\$ 5,000.00		
51-17-17-59-941	51	MIS/GIS	Fire Department Wireless Upgrade			\$ 3,500.00	\$ 3,500.00		
51-17-17-59-941	51	MIS/GIS	Horizon 8 Upgrade			\$ 9,000.00	\$ 9,000.00		
51-17-17-59-941	51	MIS/GIS	vSphere ESXi Upgrades			\$ 5,000.00	\$ 5,000.00		
51-17-17-59-941	51	MIS/GIS	SQL Upgrade			\$ 5,000.00	\$ 5,000.00		
51-17-17-59-942	51	MIS/GIS	Computer System		\$ 1,500.00	\$ 59,300.00	\$ 57,800.00		
<b>51 Total</b>					<b>\$ 18,252.73</b>	<b>\$ 166,600.00</b>	<b>\$ 148,347.27</b>		
55-51-56-59-915	55	Warehouse	Walk Through Door Replacement			\$ 30,000.00	\$ 30,000.00		
55-51-56-59-915	55	Warehouse	Flooring Replacement			\$ 20,000.00	\$ 20,000.00		
55-51-56-59-915	55	Warehouse	Window Replacement			\$ 10,000.00	\$ 10,000.00		
55-51-56-59-950	55	Warehouse	Freight Scale Replacement			\$ 5,000.00	\$ 5,000.00		
<b>55 Total</b>					<b>\$ -</b>	<b>\$ 65,000.00</b>	<b>\$ 65,000.00</b>		
<b>Total</b>					<b>\$ 875,183.99</b>	<b>\$ 21,350,732.00</b>	<b>\$ 20,475,548.01</b>		

01-71-71-45-542	01	Parks	Trash Cans and Picnic Tables			\$ 16,000.00	\$ 16,000.00		
01-71-78-45-561	01	Parks	Roof Repairs, Sallows Military Museum			\$ 10,000.00	\$ 10,000.00		
06-51-55-43-331	06	Refuse	New Cell Construction Design			\$ 47,000.00	\$ 47,000.00		
06-51-55-43-331	06	Refuse	Groundwater Mitigation			\$ 43,000.00	\$ 43,000.00		
<b>Total</b>						<b>\$ 116,000.00</b>	<b>\$ 116,000.00</b>		

\$ 21,466,732.00

Highlighted items are Capital items included in Bond issues for payment

**ARPA FUNDS  
REVENUE AND EXPENDITURES**

<b><u>Original Amount Received</u></b>	<b><u>1,426,000.00</u></b>
Assigned Comm. Dev = \$350,000	-\$350,000.00
Complete Tennis Courts = \$300,053	-\$300,053.00
Complete SCBA Equip = \$84,047.00	-\$84,047.00
Complete Central Park Tennis Courts Reimb.	-\$116,900.00
Assigned Central Playground = \$300,000	-\$300,000.00
Assigned Trails = \$75,000	-\$75,000.00
Assigned Bower Park = \$200,000	-\$200,000.00

<b>ARPA Received</b>	
2021	700000
2022	701000
2022	25000
<b>Original funds</b>	<b>1426000</b>

<b>Balance</b>			<b>\$0.00</b>
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<b><u>Interest Earned to date</u></b>		
2021	859.25	
2022	4158.68	
2023	28258.24	
2024	17987.47	
2025	13130.82	9/30/2025
2026	4300.41	12/31/2025
<b>Interest Inco</b>	<b>68694.87</b>	

Balance unfinished Projects	\$575,000.00
Interest income	\$68,694.87
<b>Total</b>	<b><u>\$643,694.87</u></b>

Total Expenditures for Central PkTennis Courts \$317,805.00

**ARPA fund balance 649,879.71 12/31/2025**

Original received	716092.42	7/31/2021	Original received	\$1,432,184.84
Original received	716092.42	8/12/2022	Moved to Rev.	-\$1,426,000.00
<b>Total</b>	<b><u>\$1,432,184.84</u></b>			<b><u>\$6,184.84</u></b>

**MAJOR GRANTS BUDGETED 2025-26**

<b>Fund</b>	<b>Dept</b>	<b>Amount</b>	<b>Notes</b>
General	Parks	\$ 78,000.00	LCWF Grant
General	Police	\$ 90,000.00	COPS Hiring Grant (66/34)
Refuse	Disposal	\$ 75,000.00	NDEQ (Will not receive-did not apply)
Airport	Airport	\$ 300,000.00	FAA-Airport Layout (95/5)
Airport	Airport	\$ 3,734,500.00	FFA Airport Electrical Project (95/2/3) City \$137,461.96
	Airport	\$ 5,814,210.00	Jet Service (100%)
Public Transit	Public Transit	\$ 301,633.59	NDOT-\$288,819--7-1-2025 to 6-30-2026 (Operating=50/25/25) (Non-operating 80/10/10)
RSVP	RSVP	\$ 47,843.00	75% Max
<b>Total</b>		<b>\$ 10,441,186.59</b>	

**CITY OF ALLIANCE**

**QUARTERLY REPORTS**

**DASHBOARDS**

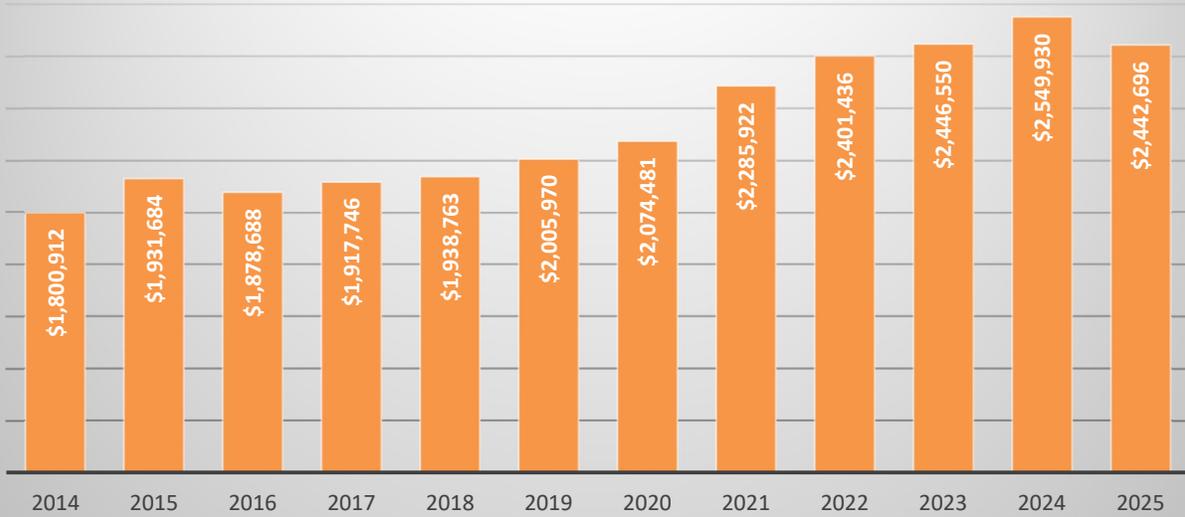
**2025-2026**

**QUARTER 1**





## Annual City Sales Taxes (FY)



Current FY budget = \$2,228,585 (budgeted revenue)

Sales tax distribution = General Fund, Streets, Economic Development, LB840

## Annual City Sales Taxes (CY)



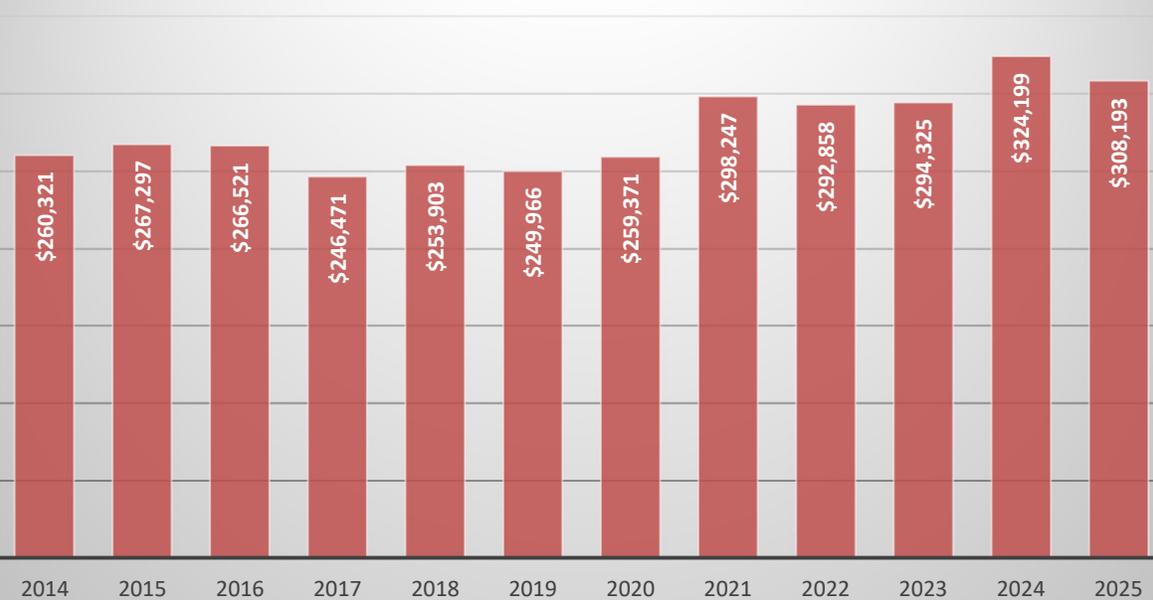
### Annual Motor Vehicle City Sales Taxes (FY)



Motor Vehicle Tax revenue in Q1 Report “General Fund Revenues Excl Transfers”

Current FY budget = \$288,240

### Annual Motor Vehicle City Sales Taxes (CY)

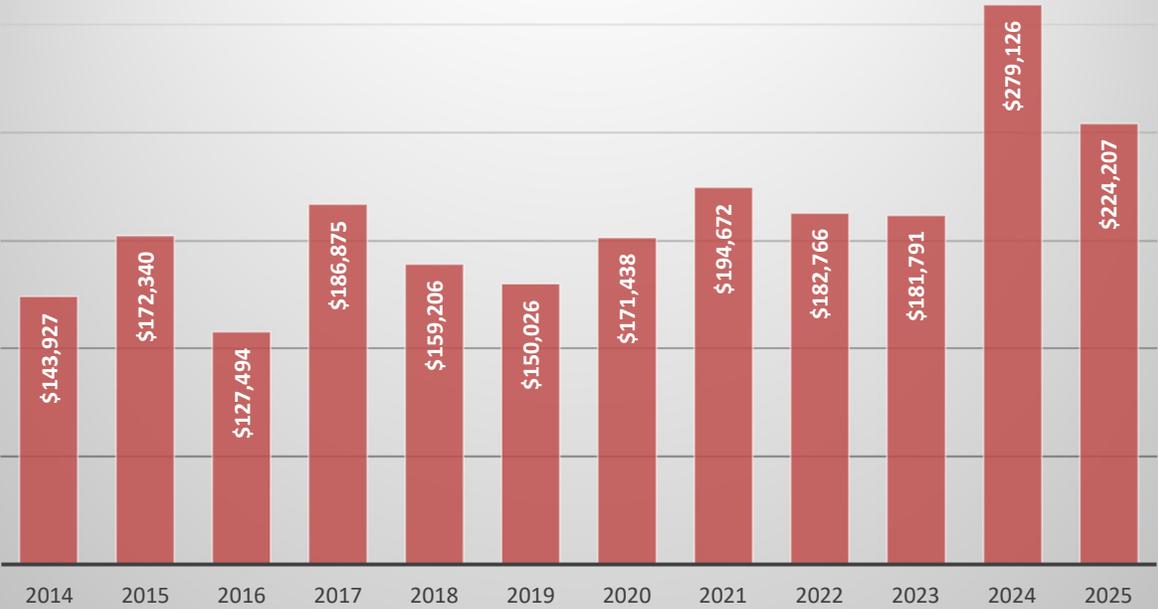


### Net Ambulance Fees (FY)



Terminated agreement with Quick Med Claims (QMC) and started services with One Billing Solutions (OMB) on December 1, 2025.

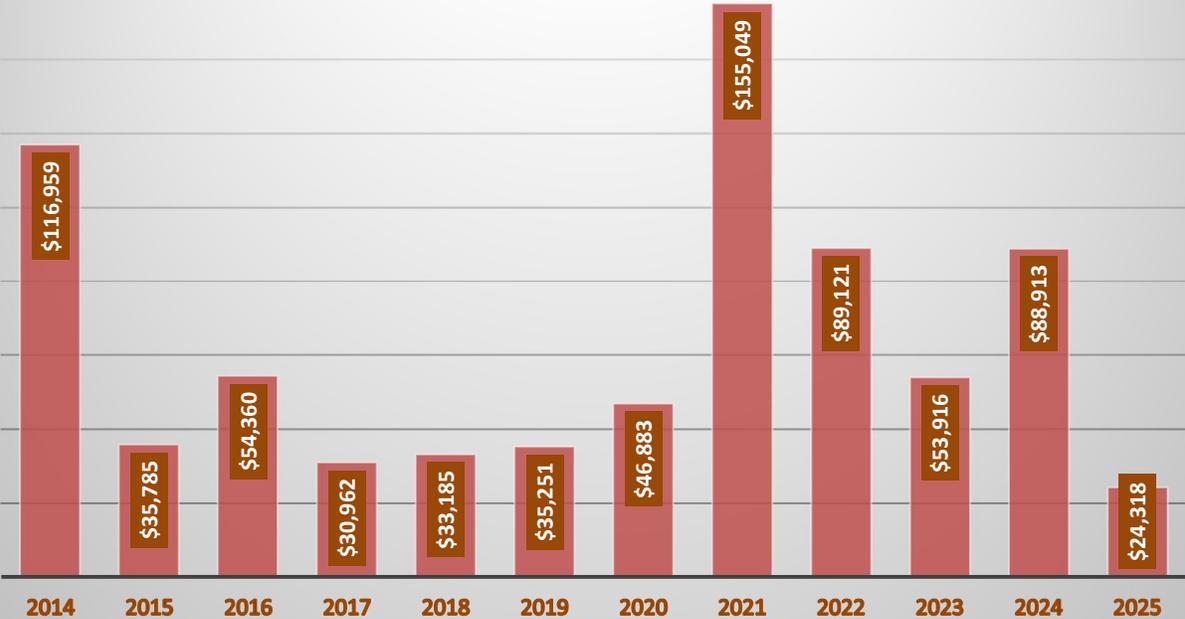
### Net Ambulance Fees (CY)



### Annual Building Permit Sales (FY)



### Annual Building Permit Sales (CY)



### Keno Revenue (FY)

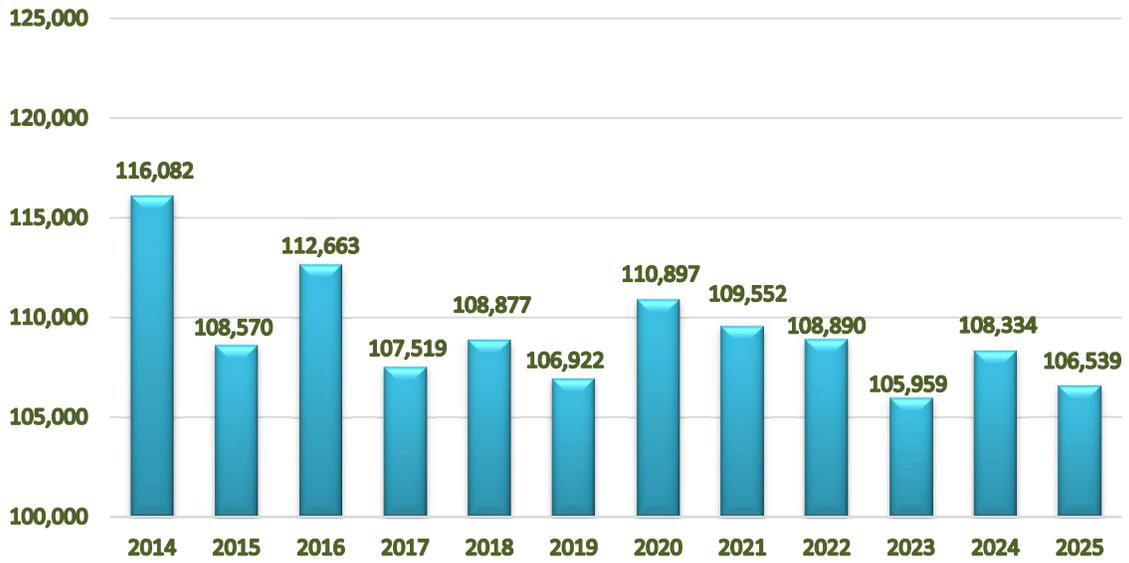


Quarter 3 & 4 (CY) \$1980.50 and \$1767.45, respectively, lower than any other quarter in last 5 years. Keno funds are used for RSVP.

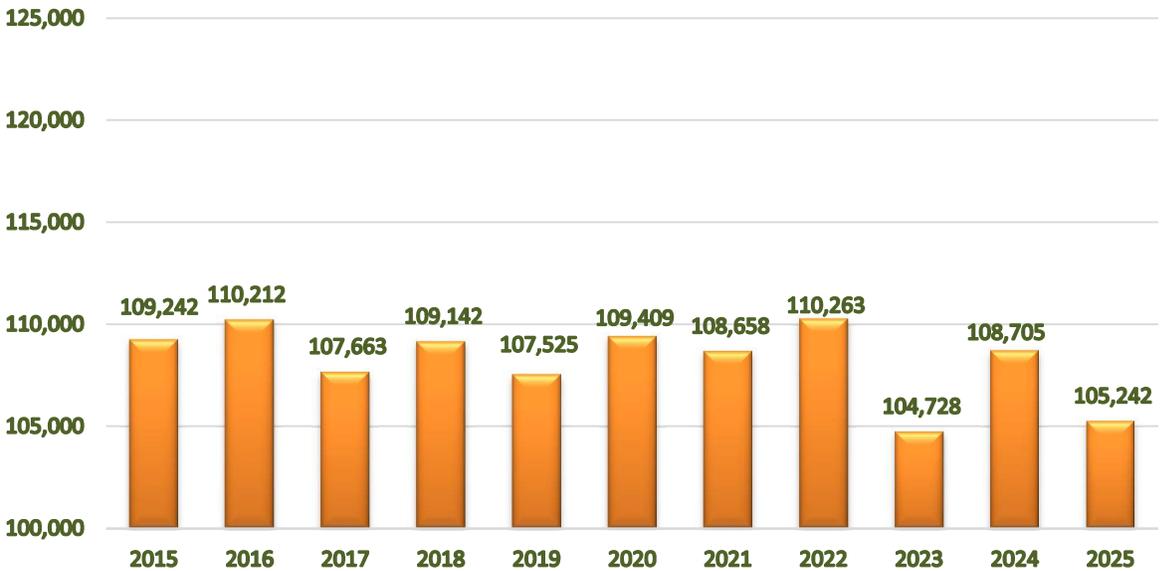
### Keno Revenue (CY)



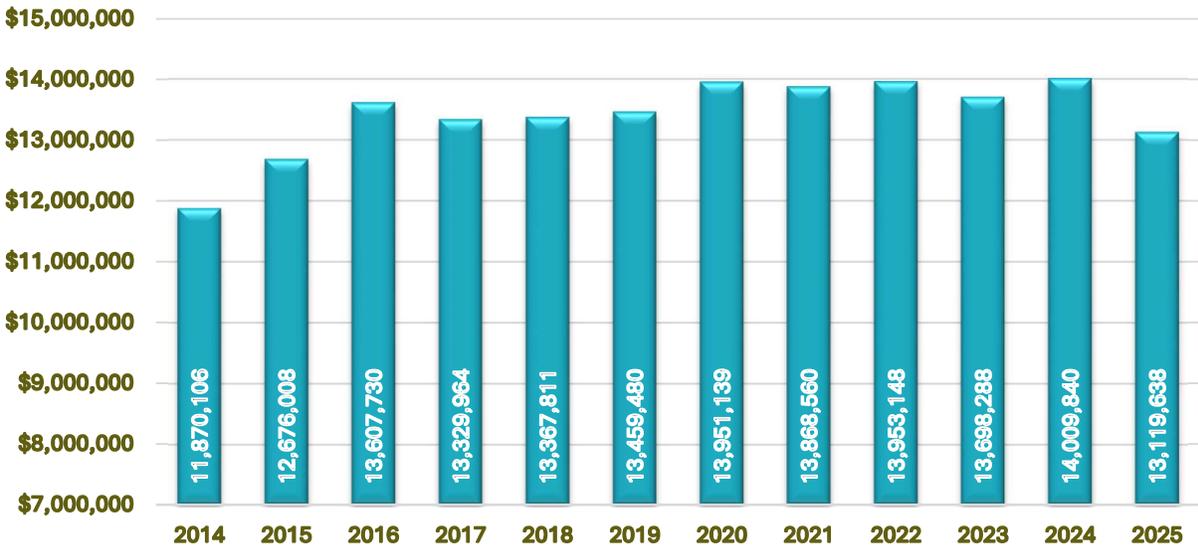
### Billed Electric Usage (FY)



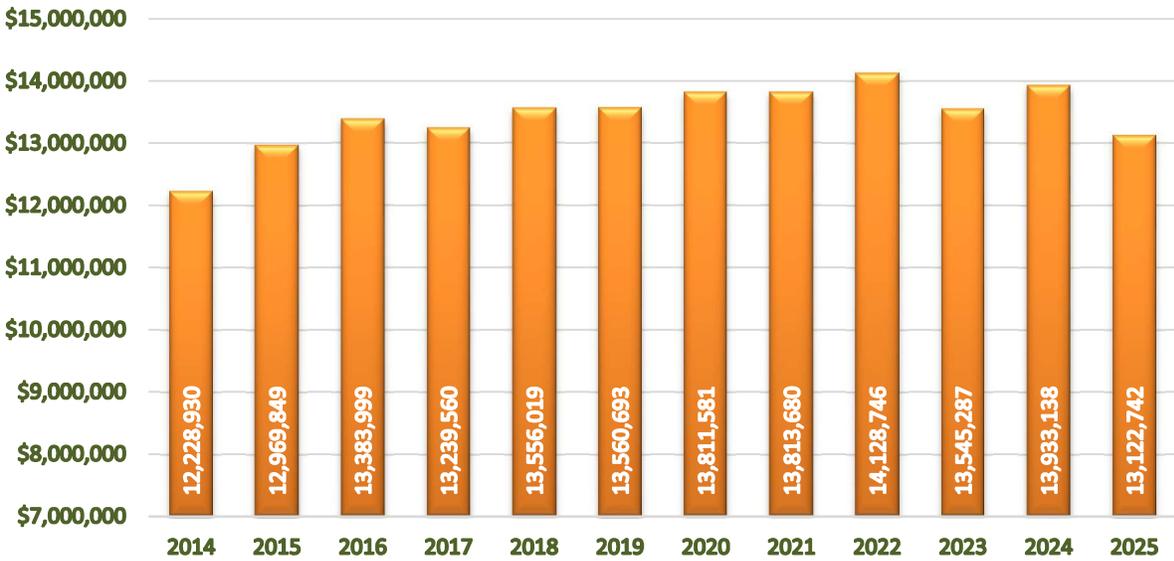
### Billed Electric Usage (CY)



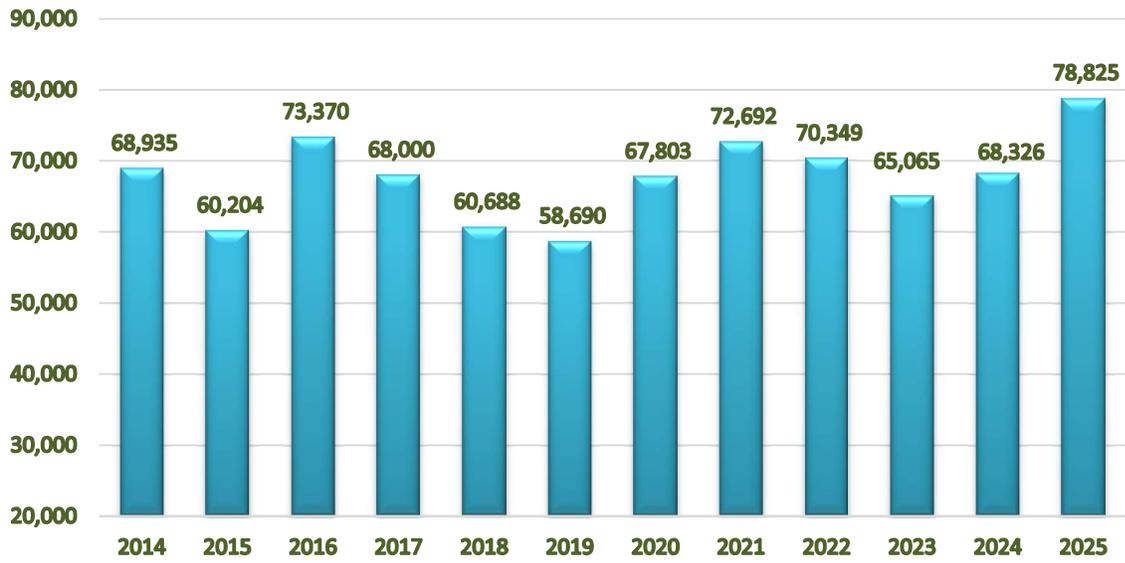
### Billed Electric Revenue (FY)



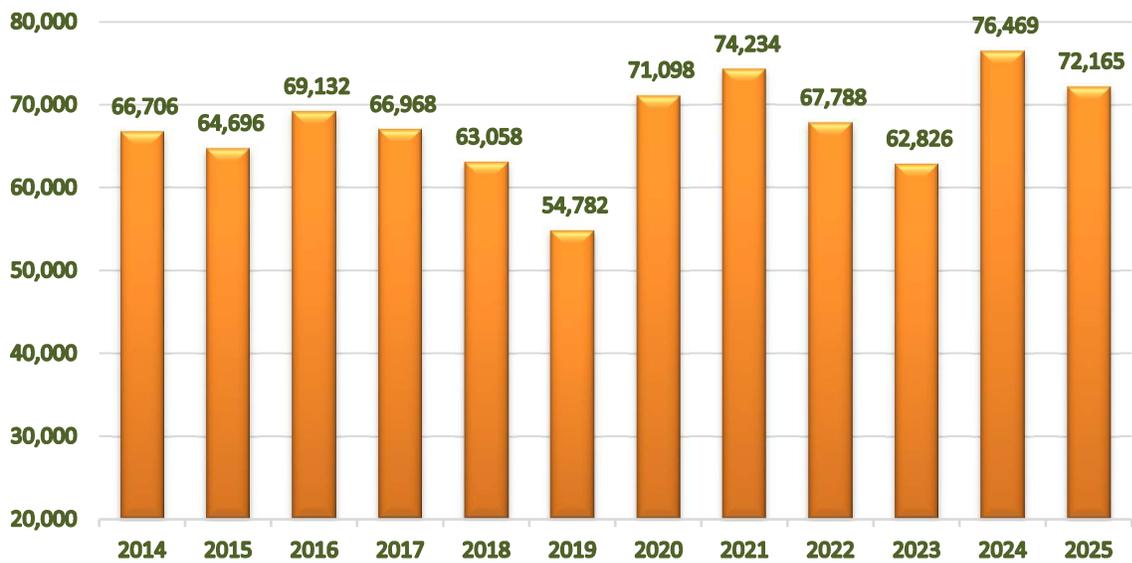
### Billed Electric Revenue (CY)



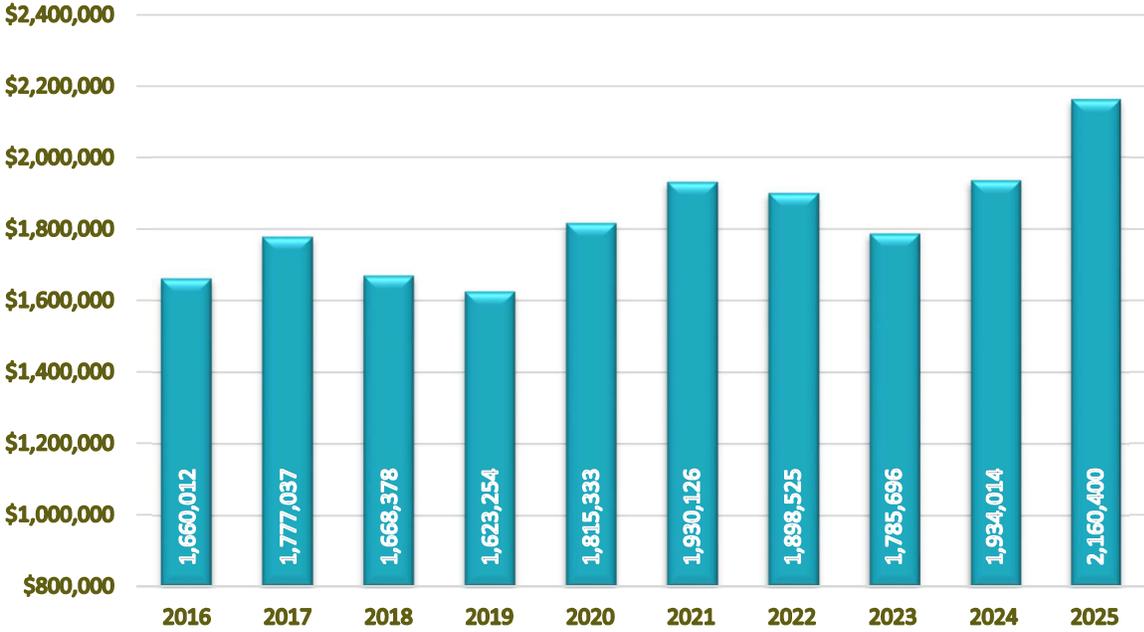
### Billed Water Usage (FY)



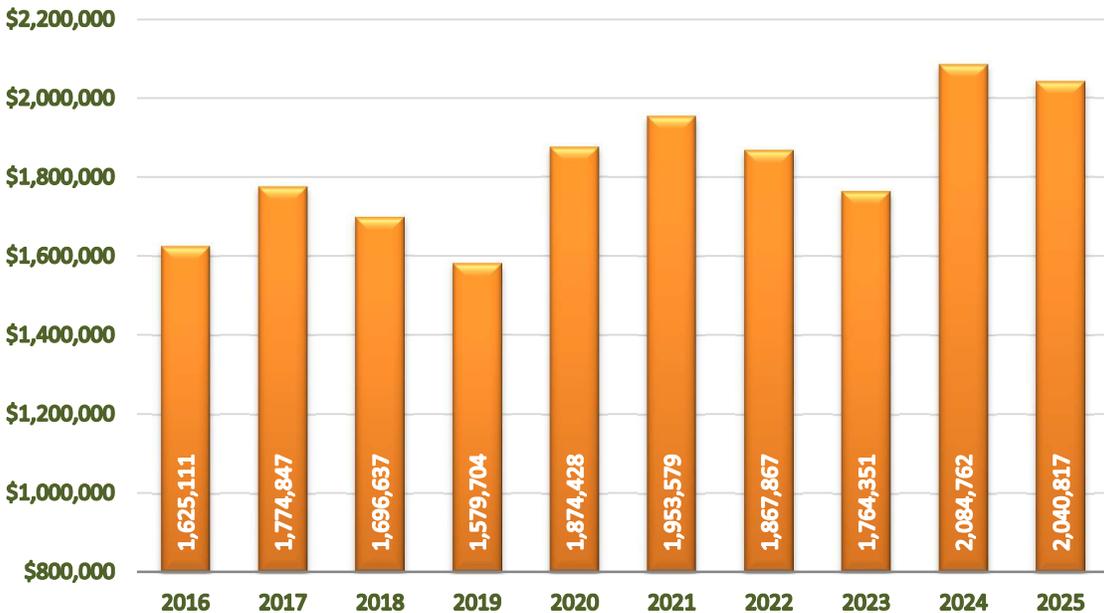
### Billed Water Usage (CY)



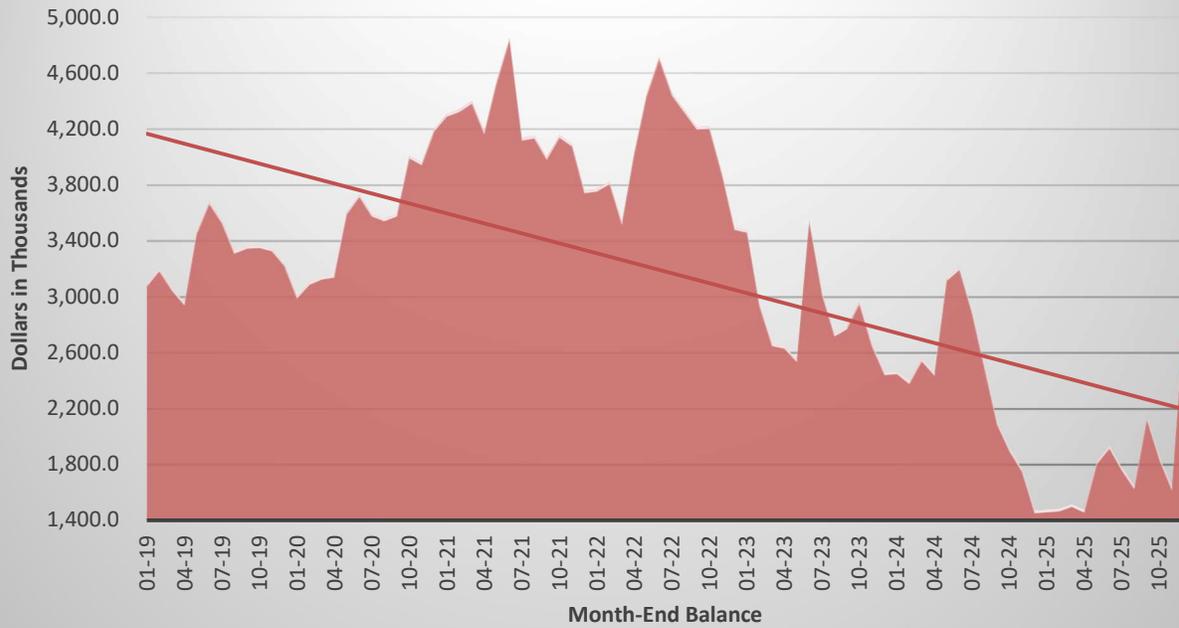
### Billed Water Revenue (FY)



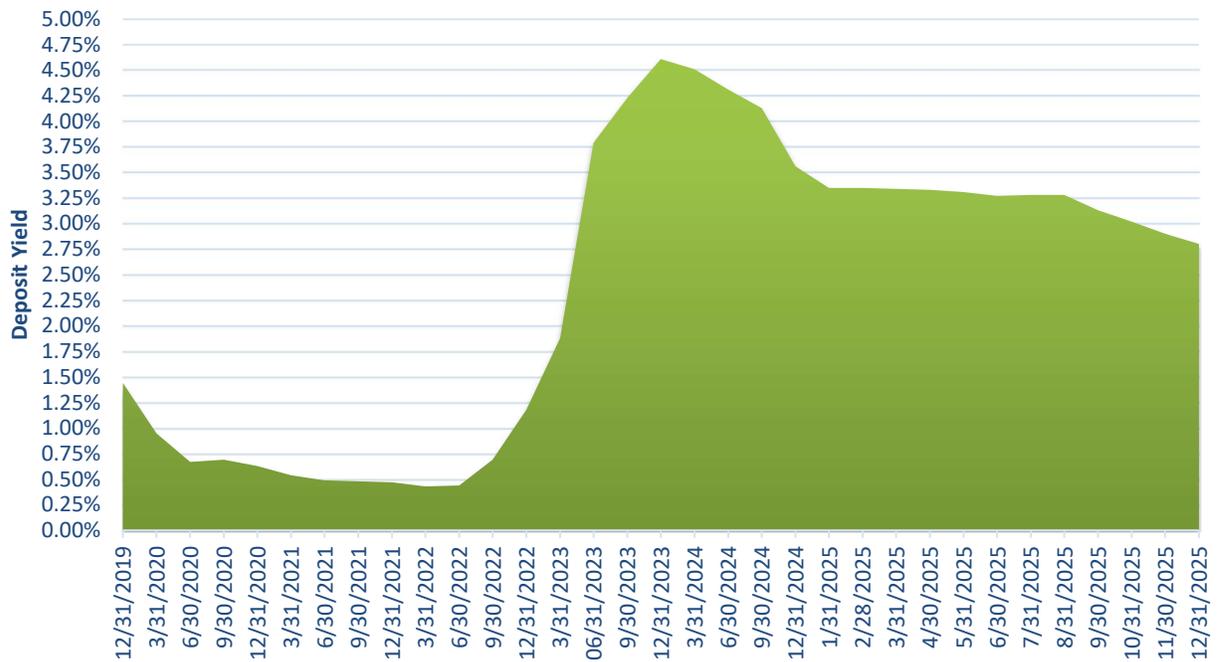
### Billed Water Revenue (CY)



## General Fund Cash Trends



## Deposit Yield Trends



### Average Monthly Airport Enplanes (CY)



### Average Monthly Airport Deplanes (CY)



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**CITY OF ALLIANCE, NEBRASKA**

**ORDINANCE NO. 3013**

**PASSED FEBRUARY 17, 2026**

Authorizing

Not to Exceed

\$3,300,000

City of Alliance, Nebraska

Water Revenue Bonds

Series 2026

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**AN ORDINANCE AUTHORIZING THE ISSUANCE BY THE CITY OF ALLIANCE, NEBRASKA OF ITS WATER REVENUE BONDS, SERIES 2026, IN ONE OR MORE SERIES IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$3,300,000; PRESCRIBING THE FORM AND DETAILS OF THE BONDS AND THE COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AUTHORIZING CERTAIN OFFICIALS TO DETERMINE THE PRINCIPAL AMOUNT, THE MATURITIES, THE INTEREST RATES, THE REDEMPTION PROVISIONS, THE FINANCIAL COVENANTS AND OTHER TERMS AND PROVISIONS RELATING TO THE BONDS AND AUTHORIZING THE SALE AND DELIVERY OF THE BONDS TO THE PURCHASER THEREOF; AUTHORIZING THE DESIGNATION OF THE BONDS AS QUALIFIED TAX-EXEMPT OBLIGATIONS; ADOPTING CERTAIN POST ISSUANCE TAX COMPLIANCE AND DISCLOSURE POLICIES AND PROCEDURES WITH RESPECT TO THE BONDS; PROVIDING FOR THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM; AND AUTHORIZING CERTAIN ACTIONS AND DOCUMENTS AND PRESCRIBING OTHER MATTERS RELATING THERETO.**

#### **RECITALS**

**WHEREAS**, the City of Alliance, Nebraska (the “**Issuer**”), is a city of the first class and political subdivision duly organized and existing under the laws of the State of Nebraska; and

**WHEREAS**, the Issuer owns and operates a revenue-producing water system (the “**System**,” as hereinafter more fully defined), which serves the Issuer and its inhabitants within the Issuer’s service area; and

**WHEREAS**, the Issuer desires to make and/or construct certain improvements to, or purchase necessary equipment for, the System and is authorized under the provisions of the Act (as hereinafter defined) to issue and sell revenue bonds for the purpose of providing funds for such purpose, provided that the principal of and interest on such revenue bonds shall be payable solely from the revenues derived from the operation of the System and certain other moneys, if available; and

**WHEREAS**, it is hereby found and determined that it is necessary and advisable and in the best interest of the Issuer and of its inhabitants at this time to authorize the issuance and delivery of revenue bonds pursuant to the Act as herein provided to provide funds for such purposes; and

**WHEREAS**, it is necessary that the Issuer adopt (i) policies and procedures to satisfy all applicable requirements of federal income tax law in order to preserve, post-issuance, the tax-exempt status of the bonds described herein and (ii) policies and procedures to satisfy the issuance and post-issuance disclosure requirements of Rule 15c2-12 (as described herein); and

**WHEREAS**, all conditions, acts and things required by law to exist or to be done precedent to the issuance of bonds pursuant to the Act do exist and have been done as required by law.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ALLIANCE, NEBRASKA, AS FOLLOWS:**

**ARTICLE I**

**DEFINITIONS**

In addition to words and terms defined elsewhere herein, the following capitalized words and terms as used in this Ordinance shall have the following meanings:

“**Act**” means Sections 18–1803 through 18–1805, Reissue Revised Statutes of Nebraska, as amended.

“**Authorized Denominations**” means \$5,000 or whole multiples thereof.

“**Authorized Officer**” means the Mayor, the City Clerk, the City Treasurer or any individual authorized to act on behalf of any such officer.

“**Bond Counsel**” means Kutak Rock LLP, Omaha, Nebraska, or other attorney or firm of attorneys with a nationally recognized standing in the field of municipal bond financing selected by the Issuer.

“**Bondowner**” or “**Registered Owner**” when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register.

“**Bond Payment Date**” means any date on which principal of or interest on any Bond is payable at the Maturity thereof or on any Interest Payment Date.

“**Bond Register**” means the books for the registration, transfer and exchange of Bonds kept at the office of the Paying Agent.

“**Bonds**” means one or more series of the Issuer’s Water Revenue Bonds, Series 2026, in the original aggregate principal amount not to exceed \$3,300,000, authorized and to be issued pursuant to this Ordinance.

“**Business Day**” means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

“**Cede & Co.**” means Cede & Co., as nominee name of The Depository Trust Company, New York, New York.

“**City Clerk**” or “**Clerk**” means the Clerk of the Issuer, including any person authorized to act on his or her behalf.

“**Code**” means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the Treasury Department proposed or promulgated thereunder.

**“Consultant”** means an independent engineer or engineering firm, having a favorable reputation for skill and experience in the construction, financing and operation of public utilities and the preparation of management studies and financial feasibility studies in connection therewith, selected by the Issuer for the purpose of carrying out the duties imposed on the Consultant by this Ordinance.

**“Council”** means the Mayor and City Council of the Issuer, which governs the actions of the Issuer.

**“Debt Service Fund”** means the fund by that name created by Section 5.01 hereof.

**“Debt Service Requirements”** means the aggregate principal payments (whether at maturity or pursuant to scheduled mandatory sinking fund redemption requirements) and interest payments on all System Revenue Bonds for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State of Nebraska and having full trust powers.

**“Debt Service Reserve Fund”** means the fund by that name created by Section 5.01 hereof.

**“Debt Service Reserve Requirement”** means the amount on the date of original issuance and delivery of the Bonds equal to or less than the least of (i) 10% of the stated principal amount of the Bonds, (ii) the maximum Debt Service Requirements for the Bonds during any fiscal year, or (iii) 125% of the average annual Debt Service Requirements for the Bonds over the term of the Bonds, subject to adjustment as described herein. The initial Debt Service Reserve Requirement for the Bonds shall be determined in accordance with Section 2.12 herein.

**“Defaulted Interest”** means interest on any Bond that is payable but not paid on any Interest Payment Date.

**“Defeasance Obligations”** means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(i) the obligations are (A) not subject to redemption prior to maturity or (B) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(ii) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(iii) such cash and the principal of and interest on such United States Government Obligations serving as security for the obligations, plus any cash in the escrow fund, are sufficient to meet the liabilities of the obligations;

(iv) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(v) such cash and United States Government Obligations serving as security for the obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(vi) the obligations are rated in at least the second highest rating category by Moody's Investors Service, Inc. (presently "Aa") or Standard & Poor's Ratings Group (presently "AA").

***"Expenses"*** means all reasonable and necessary expenses of operation, maintenance and repair of the System and keeping the System in good repair and working order (other than interest paid on System Revenue Bonds and depreciation and amortization charges during the period of determination), determined in accordance with generally accepted accounting principles, including, without limiting the generality of the foregoing, current maintenance charges, expenses of reasonable upkeep and repairs, salaries, wages, costs of materials and supplies, Paying Agent fees and expenses, annual audits, periodic Consultant's reports, properly allocated share of charges for insurance, the cost of purchased water, gas and power, if any, obligations (other than for borrowed money or for rents payable under capital leases) incurred in the ordinary course of business, liabilities incurred by endorsement for collection or deposit of checks or drafts received in the ordinary course of business, short-term obligations incurred and payable within a particular fiscal year, other obligations or indebtedness incurred for the purpose of leasing (pursuant to a true or operating lease) equipment, fixtures, inventory or other personal property, and all other expenses incident to the operation of the System, but shall exclude all general administrative expenses of the Issuer not related to the operation of the System.

***"Insurance Consultant"*** means an individual or firm selected by the Issuer qualified to survey risks and to recommend insurance coverage for entities engaged in operations similar to those of the System and having a favorable reputation for skill and experience in making such surveys and recommendations.

***"Interest Payment Date"*** means the dates established by the Authorized Officer pursuant to Section 2.12 for the payment of interest on the Bonds.

***"Lender"*** has the meaning set forth in Section 2.11 hereof.

**“Maturity Date”** when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for optional or mandatory redemption or otherwise.

**“Maximum Annual Debt Service”** means the maximum amount of Debt Service Requirements as computed for the then current or any future fiscal year.

**“Mayor”** means the Mayor of the City, including any person authorized to act on his or her behalf.

**“Net Revenues Available for Debt Service”** means, for the period of determination, all Revenues less all Expenses as determined in accordance with generally accepted accounting principles.

**“Operation and Maintenance Fund”** means the fund by that name created by Section 5.01 hereof.

**“Ordinance”** means this Ordinance as from time to time amended in accordance with the terms hereof.

**“Outstanding”** means, when used with reference to Bonds, as of any particular date, all Bonds theretofore issued and delivered hereunder, except the following Bonds:

- (a) Bonds theretofore cancelled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Bonds deemed to be paid in accordance with the provisions of Article XI hereof; and
- (c) Bonds in exchange for or in lieu of which other Bonds have been registered and delivered hereunder.

**“Parity Bonds”** means any parity bonds or other long-term obligations payable out of the net income and revenues of the System hereafter issued or incurred in accordance with the provisions of this Ordinance and standing on a parity and equality with the Bonds with respect to the payment of principal and interest out of the net income and Revenues of the System, so long as any such bonds remain outstanding and unpaid or until provision is made for the payment and defeasance of such bonds.

**“Parity Ordinance”** means the ordinances under which any Parity Bonds are hereafter issued.

**“Participants”** means those financial institutions for which the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

**“Paying Agent”** means the City Treasurer in Alliance, Nebraska, or such other paying agent as shall be determined by an Authorized Officer, and any successors and assigns.

**“Permitted Investments”** means any securities and obligations permitted under the laws, statutes and Constitution of the State of Nebraska for investment of the Issuer’s moneys held in the funds referred to in Section 5.01 hereof.

**“Person”** means any natural person, corporation, partnership, firm, joint venture, association, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

**“Placement Agent”** has the meaning set forth in Section 2.11 hereof.

**“Private Purchaser”** has the meaning set forth in Section 2.11 hereof.

**“Project Fund”** means the fund by that name created by Section 5.01 hereof.

**“Purchaser”** means the Underwriter, the Private Purchaser or the Lender, as specified by an Authorized Officer in accordance with the provisions of Section 2.11 hereof.

**“Record Date”** for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) immediately preceding each Interest Payment Date.

**“Redemption Date,”** means the date fixed for such redemption pursuant to the terms of this Ordinance.

**“Redemption Price,”** when used with respect to any Bond to be redeemed, means the price at which such Bond is to be redeemed pursuant to the terms of this Ordinance, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

**“Replacement Bonds”** means Bonds issued to the beneficial owners of the Bonds in accordance with Section 2.09(b) hereof.

**“Revenue Fund”** means the fund by that name created by Section 5.01 hereof.

**“Revenues”** means all income and revenues derived from the operation of the System, including investment and rental income, net proceeds from business interruption insurance (if any), the principal of gifts, bequests, contributions, grants and donations available to pay debt service of System Revenue Bonds and actually received during such period, and any amounts deposited in escrow in connection with the acquisition, construction, remodeling, renovation and equipping of facilities to be applied during the period of determination to pay interest on System Revenue Bonds, but excluding any profits or losses on the early extinguishment of debt or on the sale or other disposition, not in the ordinary course of business, of investments or fixed or capital assets, and also excluding the principal of gifts, bequests, contributions, grants and donations which are specifically restricted by the donor, testator or grantor to a particular purpose which is inconsistent with their use for the payment of debt service on System Revenue Bonds.

**“Securities Depository”** means, initially, The Depository Trust Company, New York, New York, and its successors and assigns.

“*Special Record Date*” means the date fixed by the Paying Agent pursuant to Section 2.04 hereof for the payment of Defaulted Interest.

“*State*” means State of Nebraska.

“*Stated Maturity*,” when used with respect to any Bond or any installment of interest thereon, means the date specified in such Bond and this Ordinance as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

“*Surplus Fund*” means the fund by that name created by Section 5.01 hereof.

“*System*” means the entire water system of the Issuer, including the system of water works and water mains situated in the City and all appurtenances thereto, together with all extensions, additions and improvements thereto hereafter made or acquired by the Issuer.

“*System Revenue Bonds*” means, collectively, the Bonds, the Parity Bonds and all other revenue bonds which are payable out of, or secured by an interest in, the income and Revenues derived from the operation of the System.

“*United States Government Obligations*” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payments on obligations issued or guaranteed by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service, and such obligations are held in a custodial or trust account for the benefit of the Issuer.

## ARTICLE II

### AUTHORIZATION OF BONDS

**Section 2.01. Authorization of Bonds.** The Issuer is authorized and directed to issue one or more series of Bonds, designated as “Water Revenue Bonds, Series 2026”, with such other designations as may be appropriate, in an aggregate principal amount not to exceed \$3,300,000, for the purpose of providing funds to (i) improve, extend, maintain and enhance the System, and (ii) pay the costs of issuing the Bonds.

**Section 2.02. Description of Bonds.** The Bonds shall consist of fully registered bonds without coupons, numbered from R-1 upward, with such other designation as the Authorized Officers, or each individually, shall deem appropriate, in Authorized Denominations. The Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be substantially in the form set forth in Exhibit A attached hereto, with such changes acceptable to the Authorized Officers, or each individually, and bond counsel to the Issuer. The Bonds shall be dated, shall be due and payable on the dates and in the amounts (subject to optional and mandatory redemption as provided in Article III hereof), and shall bear interest at the rates per annum as set forth in the Award Certificate as defined in Section 2.12 hereof, (computed on the basis of a 360-day year of

twelve 30-day months) from the date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable each Interest Payment Date.

**Section 2.03. Designation of Paying Agent.** The Paying Agent shall be the paying agent for the payment of the principal or Redemption Price of and interest on the Bonds and the bond registrar with respect to the registration, transfer and exchange of the Bonds. If the Paying Agent is other than the City Treasurer, the Paying Agent shall serve in such capacities under the terms of an agreement entitled “Bond Registrar and Paying Agent Agreement” between the Issuer and the Paying Agent (the “**Paying Agent Agreement**”) in such form as the Authorized Officers, or each individually, shall deem appropriate and necessary. The Authorized Officers, or each individually, may execute the Paying Agent Agreement on behalf of the Issuer. The Paying Agent shall have only such duties and obligations as are expressly specified by this Ordinance and the Registrar and Paying Agent Agreement, and no other duties or obligations shall be implied to the Paying Agent.

The Issuer will at all times maintain a Paying Agent meeting the qualifications herein described for the performance of the duties hereunder. The Issuer reserves the right, and does hereby authorize the Authorized Officers, or each individually, to appoint a successor Paying Agent by (a) filing with the Paying Agent then performing such function notice of the termination of such Paying Agent and appointing a successor, and (b) causing notice of the appointment of the successor Paying Agent to be given by first-class mail to each Registered Owner. No resignation or removal of the Paying Agent shall become effective until a successor has been appointed and has accepted the duties of Paying Agent.

Unless the Paying Agent is the City Treasurer, every Paying Agent appointed hereunder shall at all times be a commercial banking association or corporation or trust company organized and doing business under the laws of the United States or of a state of the United States, authorized under such laws to exercise trust powers and subject to supervision or examination by federal or state regulatory authority.

The Paying Agent shall be paid the usual fees and expenses for its services in connection therewith, which fees and expenses shall be paid as other Expenses are paid.

**Section 2.04. Method and Place of Payment of Bonds.** The principal or Redemption Price of and interest on the Bonds shall be payable in any coin or currency of the United States of America that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. The principal or Redemption Price of each Bond shall be paid on the Maturity Date by check or draft to the Person in whose name such Bond is registered on the Bond Register on such Maturity Date, upon presentation and surrender of such Bond at the designated office of the Paying Agent. The interest payable on each Bond on any Interest Payment Date shall be paid to the Registered Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest by check or draft mailed by the Paying Agent to such Registered Owner at the address shown on the Bond Register or in the case of an interest payment to any Registered Owner of \$100,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Registered Owner upon written notice given to the Paying Agent by such Registered Owner not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions, including the bank (which shall be in the continental

United States), ABA routing number and account number to which such Registered Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Registered Owner of such Bond on the relevant Record Date and shall be payable to the Registered Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds, the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed by first-class mail, postage prepaid, to each Registered Owner of a Bond entitled to such notice at the address of such Registered Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Bonds and shall at least annually forward a copy or summary of such records to the Issuer.

**Section 2.05. Registration, Transfer and Exchange of Bonds.** As long as any of the Bonds remain Outstanding, the Issuer will cause the Bond Register to be kept at the designated office of the Paying Agent for the registration, transfer and exchange of Bonds as herein provided. Each Bond when issued shall be registered in the name of the Owner thereof on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the designated office of the Paying Agent, the Paying Agent shall transfer or exchange such Bond for a new Bond or Bonds in any authorized denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange. Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the Registered Owner thereof or by the Registered Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. The Issuer shall pay the fees and expenses of the Paying Agent for the registration, transfer and exchange of Bonds provided for by this Ordinance and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Paying Agent, are the responsibility of the Registered Owners of the Bonds. If any Registered Owner fails to provide a correct taxpayer identification

number to the Paying Agent, the Paying Agent may make a charge against such Registered Owner sufficient to pay any governmental charge required to be paid as a result of such failure.

The Issuer and the Paying Agent shall not be required (a) to register the transfer or exchange of any Bond after notice calling such Bond or portion thereof for redemption has been given or during the period of 15 days immediately preceding the first mailing of such notice of redemption (b) to issue, transfer or exchange Bonds from the Record Date to the next Interest Payment Date, or (c) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to Section 2.04 hereof.

The Issuer and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Registered Owner or upon the Registered Owner's order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Paying Agent, the Bond Register may be inspected and copied by the Registered Owners (or a designated representative thereof) of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Registered Owners to be evidenced to the satisfaction of the Paying Agent.

**Section 2.06. Execution, Authentication and Delivery of Bonds.** The Mayor and the City Clerk (each including anyone authorized to act on their behalf) are hereby authorized and directed to prepare and execute the Bonds as herein specified and, when duly executed, to deliver the Bonds to the Paying Agent for authentication.

Each of the Bonds, including any Bonds issued in exchange or as substitution for the Bonds initially delivered, shall be signed by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the City Clerk. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such Persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such Persons may not have been such officers.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form set forth in Exhibit A attached hereto, which shall be manually executed by an authorized officer or employee of the Paying Agent, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Ordinance or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Paying Agent. Such executed certificate of authentication upon any Bond shall

be conclusive evidence that such Bond has been duly authenticated and delivered under this Ordinance. Upon authentication, the Paying Agent shall deliver the Bonds to the Purchaser, upon payment of the purchase price of the Bonds plus accrued interest thereon to the date of their delivery.

**Section 2.07. Mutilated, Destroyed, Lost and Stolen Bonds.** If (a) any mutilated Bond is surrendered to the Paying Agent, or the Issuer and the Paying Agent receive evidence to their satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Paying Agent such security or indemnity as may be required by the Paying Agent, then, in the absence of notice to the Paying Agent that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer request, the Paying Agent shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Issuer in its discretion may pay such Bond instead of issuing a new Bond.

Upon the issuance of any new Bond under this Section, the Issuer may require the payment by the Registered Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the Issuer and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds.

**Section 2.08. Cancellation and Destruction of Bonds Upon Payment.** All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either on or before the Maturity Date, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent and applicable record retention laws. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

**Section 2.09. Book-Entry Bonds; Securities Depository.**

(a) Unless otherwise directed by the Purchaser, the Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no beneficial owner will receive certificates representing their respective interests in the Bonds, except if the Paying Agent issues Replacement Bonds as provided in paragraph (b) hereof. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Paying Agent authenticates and delivers Replacement Bonds to the beneficial owners as described in paragraph (b).

(b) (i) If the Issuer determines (A) that the Securities Depository is unable to properly discharge its responsibilities, or (B) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange

Act of 1934, as amended, or (C) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Bondowner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Bonds, or (ii) if the Paying Agent receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Bondowner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Bonds, then the Paying Agent shall notify the Bondowners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Paying Agent shall register in the name of and authenticate and deliver Replacement Bonds to the beneficial owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under clause (i)(A) or (i)(B) of this paragraph (b), the Issuer, with the consent of the Paying Agent, may select a successor securities depository in accordance with Section 2.09(c) hereof to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Paying Agent, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the Issuer, the Paying Agent or Bondowners are unable to locate a qualified successor of the Securities Depository in accordance with Section 2.09(c) hereof, then the Paying Agent shall authenticate and cause delivery of Replacement Bonds to Bondowners, as provided herein. The Paying Agent may rely on information from the Securities Depository and its Participants as to the names of the beneficial owners of the Bonds. The cost of printing Replacement Bonds shall be paid for by the Issuer.

(c) If the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Paying Agent receives written evidence satisfactory to the Paying Agent with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Paying Agent upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

**Section 2.10. Offering Documents.** The use and distribution of any official statement, offering circular, term sheet, request for lenders or any other offering document (including any preliminary thereof, the “**Offering Document**”) by the Purchaser in connection with the reoffering or placement of the Bonds is hereby authorized. Any Authorized Officer is authorized to approve the final Offering Document as so supplemented, amended and completed, and the use and distribution of the final Offering Document by the Purchaser in connection with the reoffering or placement of the Bonds is hereby authorized. Any Authorized Officer is hereby authorized to execute and deliver a certificate pertaining to such Offering Document as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

The Issuer agrees to provide to the Purchaser within seven Business Days of the date of the sale of Bonds sufficient copies of the final Offering Document to enable the Underwriter or the Placement Agent to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board, if applicable.

**Section 2.11. Sale of Bonds.** In accordance with and subject to the provisions of Section 2.12, the Authorized Officers, or each individually, are hereby authorized to sell the Bonds pursuant to one or more of the following methods:

(a) The Issuer is authorized to sell the Bonds to Northland Securities, Inc., as original purchaser of the Bonds (the “**Underwriter**”), in accordance with Section 2.12 of this Ordinance. Delivery of the Bonds shall be made to the Underwriter as soon as practicable after the adoption of this Ordinance, upon payment therefor in accordance with the terms of sale. The Issuer is authorized to enter into a Bond Purchase Agreement (the “**Purchase Agreement**”) between the Issuer and the Underwriter in form and substance acceptable to the Authorized Officers, or each individually. Such Authorized Officer is authorized to execute the Purchase Agreement, in form and substance acceptable to such Authorized Officer, for and on behalf of the Issuer, such officer’s signature thereon being conclusive evidence of such official’s and the Issuer’s approval thereof. The Underwriter shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, subject to the restrictions of this Ordinance. Such Underwriter and its agents, representatives and counsel (including bond counsel) are hereby authorized to take such actions on behalf of the Issuer as are necessary to effectuate the closing of the issuance and sale of the Bonds, including, without limitation, authorizing the release of the Bonds by the Depository at closing.

(b) The Issuer is further authorized to place the Bonds with a private purchaser (the “**Private Purchaser**”) with the assistance of Northland Securities, Inc., as placement agent of the Bonds (the “**Placement Agent**”) in accordance with Section 2.12 of this Ordinance. The Private Purchaser shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, subject to the restrictions of this Ordinance. The Placement Agent and its agents, representatives and counsel (including bond counsel) are hereby authorized to take such actions on behalf of the Issuer as are necessary to effectuate the closing of the issuance and placement of the Bonds.

(c) The Issuer is further authorized to (i) issue the Bonds directly to a bank or other institutional lender (the “**Lender**”) to evidence or secure a loan from such Lender to the Issuer or (ii) enter into a loan agreement with a Lender in lieu of issuing the Bonds, in accordance with Section 2.12 of this Ordinance and subject to the other restrictions of this Ordinance. Such Lender may be identified with the assistance of the Placement Agent. The Lender shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, and shall have the right to sell participation interests in the Bonds to other banks and institutional lenders, all subject to the restrictions of this Ordinance. The Placement Agent and its agents, representatives and counsel (including bond counsel) are hereby authorized to take such actions on behalf of the Issuer as are necessary to effectuate the closing of the issuance of the Bonds.

**Section 2.12. Parameters and Authorization of Award Certificate.** The Authorized Officers, or each individually, is authorized and directed, in the exercise of his or her independent judgment and absolute discretion, as it relates to each series of Bonds authorized herein, to hereafter, from time to time, specify, set, designate, determine, establish and appoint, as the case may be, and in each case in accordance with and subject to the provisions of this Ordinance pursuant to a certificate executed by an Authorized Officer (the “**Award Certificate**”): (a) the dates of original issue, (b) the aggregate principal amount of Bonds to be issued, not exceeding aggregate principal amount set forth in Section 2.01, (c) the Maturity Dates and the principal amount of the Bonds to mature on each of such dates, (d) the final Maturity Date of the Bonds, (e) the dates upon which the Bonds shall be sold, (f) the rate or rates of interest to be carried by each maturity of the Bonds, such that the true interest cost of the Bonds shall not exceed 6.00%, (h) the Interest Payment Dates for the Bonds, (i) the redemption dates and prices and all terms relating thereto, including the amount and maturity date of any Bonds issued as “term bonds” and the amount of each sinking fund installment therefor, and all terms relating thereto, if any, (j) the identity of the Paying Agent; (k) any financial covenants, including modification of those set forth herein; (l) the form, content, terms and provisions of the Purchase Agreement entered into by the Issuer with the Underwriter or any loan agreement between the Issuer and the Lender, all as set forth in Section 2.11 hereof, (m) the identity of the Purchaser, in accordance with Section 2.11 hereof, (n) the fee of the Purchaser, which shall not be more than 1.50% of the aggregate principal amount of the Bonds, (o) the purchase price for the Bonds, which shall not be less than 96.00% of the aggregate principal amount thereof (inclusive of the Purchaser’s discount or fee and any original issue discount), (p) the form and contents of any Offering Document (as defined in Section 2.10 hereof), (q) the types and the amounts of any reserves as may be required by the Purchaser, (r) such covenants and other security as may be necessary in addition to those set forth in this Ordinance; (s) the initial Debt Service Reserve Requirement, if any, as required by the Purchaser; (t) whether to obtain a municipal bond insurance policy or other credit enhancement feature for any series of Bonds, (u) the form, content, terms, and provisions of any closing and other documentation executed and delivered by the Issuer in connection with the authorization, issuance, sale and delivery of the Bonds, and (v) all of the other terms of the Bonds not otherwise determined or fixed by the provisions of this Ordinance.

## ARTICLE III

### REDEMPTION OF BONDS

#### **Section 3.01. Optional and Mandatory Redemption of Bonds.**

(a) ***Optional Redemption by Issuer.*** At the option of the Issuer, the Bonds or portions thereof may be called for redemption and payment prior to their respective Stated Maturities on the dates and at the Redemption Prices determined by the Authorized Officers, or each individually, in accordance with the provisions of **Section 2.12** hereof; provided, however, that the Bonds shall be subject to redemption no later than five (5) years from their date of issuance.

(b) ***Mandatory Redemption.*** The Authorized Officers, or each individually, may designate in the Award Certificate certain Bonds as “**Term Bonds**”, portions of which are to be redeemed on the dates (each such date being herein referred to as a “**Sinking Fund Payment Date**”) and in the amounts (hereinafter referred to as a “**Mandatory Sinking Fund Payment**”)

set forth in such certificate. The Paying Agent shall select and call for redemption, in accordance with this subsection (b), from the Term Bonds the amounts specified by such Authorized Officer in the Award Certificate, and the Term Bonds selected by the Paying Agent shall become due and payable on such date.

At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the Issuer may: (i) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate principal amount desired; or (ii) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Term Bonds subject to mandatory redemption on said mandatory Redemption Date from any Registered Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical; or (iii) receive a credit with respect to the mandatory redemption obligation of the Issuer under this Section for any Term Bonds subject to mandatory redemption on such mandatory Redemption Date which, prior to such date, have been redeemed (other than through the operation of the mandatory redemption requirements of this **Section 301(b)**) and cancelled by the Paying Agent and not theretofore applied as a credit against any redemption obligation under this **Section 301(b)**. Each Term Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the Issuer to redeem Term Bonds of the same Stated Maturity on such mandatory Redemption Date, and any excess of such amount shall be credited on future mandatory redemption obligations for Term Bonds of the same Stated Maturity in chronological order, and the principal amount of Term Bonds of the same Stated Maturity to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the Issuer intends to exercise any option granted by the provisions of clauses (i), (ii) or (iii) above, the Issuer will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (i), (ii) and (iii) are to be complied with respect to such mandatory redemption payment.

### **Section 3.02. Selection of Bonds To Be Redeemed.**

(a) The Paying Agent shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Paying Agent at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in Section 3.03 hereof are met. The foregoing provisions of this paragraph shall not apply in the case of any mandatory redemption of Bonds hereunder, and Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the Issuer and whether or not the Paying Agent holds moneys available and sufficient to effect the required redemption.

(b) Bonds shall be redeemed only in Authorized Denominations. When less than all of the Outstanding Bonds are to be redeemed, such Bonds shall be redeemed from the Stated Maturities selected by the Issuer, and Bonds of less than a full Stated Maturity shall be selected by the Paying Agent in Authorized Denominations in such equitable manner as the Paying Agent may determine.

(c) In the case of a partial redemption of Bonds when Bonds of denominations greater than \$5,000 are then Outstanding, then for all purposes in connection with such redemption, each \$5,000 of face value shall be treated as though it were a separate Bond of the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of face value represented by any Bond are selected for redemption, then upon notice of intention to redeem such \$5,000 unit or units, the Registered Owner of such Bond or the Registered Owner's duly authorized agent shall present and surrender such Bond to the Paying Agent (i) for payment of the Redemption Price and interest to the Redemption Date of such \$5,000 unit or units of face value called for redemption, and (ii) for exchange, without charge to the Registered Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Registered Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the Redemption Date to the extent of the \$5,000 unit or units of face value called for redemption (and to that extent only).

**Section 3.03. Notice and Effect of Call for Redemption.** Unless waived by any Registered Owner of Bonds to be redeemed, official notice of any redemption shall be given by the Paying Agent on behalf of the Issuer by mailing a copy of an official redemption notice by first-class mail at least 30 days prior to the Redemption Date (or such shorter period as may be acceptable to the then-Registered Owner), to the Purchaser of the Bonds and each Registered Owner of the Bonds to be redeemed at the address shown on the Bond Register.

All official notices of redemption shall be dated and shall contain the following information:

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;
- (d) a statement that on the Redemption Date, the Redemption Price will become due and payable upon each Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and
- (e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the designated corporate trust office of the Paying Agent.

The failure of any Registered Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on that date.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price), such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Registered Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been redeemed shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

In addition to the foregoing notice, further notice shall be given by the Paying Agent on behalf of the Issuer as set out below, but no defect in said further notice or any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed.

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (i) the CUSIP numbers of all Bonds being redeemed; (ii) the date of issue of the Bonds as originally issued; (iii) the rate of interest borne by each Bond being redeemed; (iv) the Stated Maturity of each Bond being redeemed; and (v) any other descriptive information needed to identify accurately the Bonds being redeemed; and

(b) Each check or other transfer of funds issued for the payment of the Redemption Price of Bonds being redeemed shall bear or have enclosed the CUSIP number of the Bonds being redeemed with the proceeds of such check or other transfer.

The Paying Agent is also directed to comply with any mandatory or voluntary standards established by the Securities and Exchange Commission then in effect for processing redemptions of municipal securities. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

So long as the Securities Depository is effecting book-entry transfers of the Bonds, the Issuer or the Paying Agent shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the beneficial owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a beneficial owner of a Bond (having been mailed notice from the Paying Agent, a Participant or otherwise) to notify the beneficial owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

## ARTICLE IV

### SECURITY FOR BONDS

The Bonds are special, limited obligations of the Issuer payable solely from, and secured as to the payment of principal, premium and interest by a pledge of the Revenues, which include all income and revenues derived from the operation of the System, including investment and rental income, net proceeds from business interruption insurance (if any), any moneys generated from tax credits associated with the System, the principal of gifts, bequests, contributions, grants and donations available to pay debt service of System Revenue Bonds and actually received during such period, and any amounts deposited in escrow in connection with the acquisition, construction, remodeling, renovation and equipping of facilities to be applied during the period of determination to pay interest on System Revenue Bonds, but excluding any profits or losses on the early extinguishment of debt or on the sale or other disposition, not in the ordinary course of business, of investments or fixed or capital assets, and also excluding the principal of gifts, bequests, contributions, grants and donations which are specifically restricted by the donor, testator or grantor to a particular purpose which is inconsistent with their use for the payment of debt service on System Revenue Bonds. The Issuer hereby pledges said Revenues to the payment of the principal of, the premium and the interest on the Bonds.

The Bonds are further secured by amounts in the Debt Service Reserve Fund, if so required by the Purchaser.

The Bonds shall not be or constitute a general obligation of the Issuer, nor shall they constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provision, limitation or restriction. The taxing power of the Issuer is not pledged to the payment of debt service on the Bonds.

The covenants and agreements of the Issuer contained in this Ordinance and in the Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of, the premium and the interest on the Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Ordinance. The Bonds shall stand on a parity and be equally and ratably secured with respect to the payment of principal, premium and interest from the net income and revenues derived from the operation of the System and in all other respects with any Parity Bonds. The Bonds shall not have any priority with respect to the payment of principal, premium or interest from said net income and revenues or otherwise over the Parity Bonds, and the Parity Bonds shall not have any priority with respect to the payment of principal, premium or interest from said net income and revenues or otherwise over the Bonds.

**ARTICLE V**  
**FUNDS; DEPOSIT AND APPLICATION OF**  
**BOND PROCEEDS**

**Section 5.01. Establishment of Funds.** There are hereby created and ordered to be established and maintained by the Treasurer of the Issuer the following separate funds to be known respectively as follows:

- (a) Project Fund (the “**Project Fund**”);
- (b) Cost of Issuance Fund (the “**Cost of Issuance Fund**”);
- (c) Revenue Fund (the “**Revenue Fund**”);
- (d) Operation and Maintenance Fund (the “**Operation and Maintenance Fund**”);
- (e) Debt Service Fund for Revenue Bonds, Series 2026 (the “**Debt Service Fund**”);
- (f) Debt Service Reserve Fund for Revenue Bonds, Series 2026 (the “**Debt Service Reserve Fund**”); and
- (g) Surplus Fund (the “**Surplus Fund**”).

The funds referred to in paragraphs (a) through (g) of this Section shall be maintained and administered by the Issuer solely for the purposes and in the manner as provided in this Ordinance so long as any of the Bonds remain Outstanding within the meaning of this Ordinance. In addition, the Issuer, in consultation with the Purchaser, shall make a final determination as to whether all of such funds will be required in connection with the issuance and sale of any series of Bonds authorized herein.

**Section 5.02. Deposit of Bond Proceeds.** The net proceeds received from the sale of the Bonds shall be deposited simultaneously with the delivery of the Bonds, as follows:

- (a) All accrued interest received from the sale of the Bonds shall be deposited in the Debt Service Fund and applied in accordance with Section 6.02(b) hereof.
- (b) An amount equal to the Debt Service Reserve Requirement from the proceeds of the Bonds shall be deposited in the Debt Service Reserve Fund and applied in accordance with Section 6.02(c) hereof, if the Debt Service Reserve Fund is required by the Purchaser.
- (c) An amount equal to the costs of issuance of the Bonds shall be deposited in the Cost of Issuance Fund. Moneys in the Cost of Issuance Fund shall be used solely for the purposes of paying the costs of issuing the Bonds. Any surplus moneys remaining in the Cost of Issuance Fund and not required for the payment of unpaid costs thereof shall be deposited in the Debt Service Fund.

(d) The remaining balance of the proceeds of the Bonds shall be deposited in the Project Fund and applied in accordance with Section 5.03 hereof.

**Section 5.03. Application of Moneys in the Project Fund.** Moneys in the Project Fund shall be used solely for the purpose of paying the cost of extending and improving the System as described herein, in accordance with the plans and specifications therefor prepared by the Consultant, heretofore approved by the Council and on file in the office of the Clerk, including any alterations in or amendments to said plans and specifications deemed advisable by the Consultant and approved by the Council.

Except for moneys used to reimburse the Issuer for costs incurred in connection with the System as set forth in the tax certificate executed by the Issuer on the date of delivery of the Bonds, withdrawals from the Project Fund shall be made only when authorized by the Council accompanied by a certificate that such payment is being made for a purpose within the scope of this Ordinance and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof.

Upon completion of the extensions and improvements to the System as hereinbefore provided, but in no event later than three years from the date of issuance of the Bonds, any surplus moneys remaining in the Project Fund and not required for the payment of unpaid costs thereof shall be deposited in the Debt Service Fund.

## ARTICLE VI

### APPLICATION OF REVENUES

**Section 6.01. Revenue Fund.** The Issuer covenants and agrees that from and after the delivery of the Bonds, and continuing as long as any of the Bonds remain Outstanding hereunder, all of the Revenues derived and collected from the operation of the System shall as and when received be paid and deposited into the Revenue Fund. Said Revenues shall be segregated and kept separate and apart from all other moneys, revenues, funds and accounts of the Issuer and shall not be commingled with any other moneys, revenues, funds and accounts of the Issuer. The Revenue Fund shall be administered and applied solely for the purposes and in the manner provided in this Ordinance.

**Section 6.02. Application of Moneys in Funds.** The Issuer covenants and agrees that from and after the delivery of the Bonds and continuing, so long as any of the Bonds shall remain Outstanding, it will on the first day of each month administer and allocate all of the moneys then held in the Revenue Fund as follows:

(a) ***Operation and Maintenance.*** There shall first be paid and credited to the Operation and Maintenance Fund (i) the Expenses of the System as the same become due and payable and (ii) the customary charges of the Paying Agent.

(b) **Debt Service Fund.** There shall next be paid and credited to the Debt Service Fund, to the extent necessary to meet on each Bond Payment Date the payment of all interest on and principal of the Bonds, the following sums:

(i) Beginning with the month following the month in which the Bonds are issued and delivered, and continuing each month thereafter so long as any of the Bonds remain Outstanding and unpaid, an amount not less than one-sixth (or such equal pro rata percentage for any shorter or longer period) of the amount of interest that will become due on the Bonds on the next succeeding Interest Payment Date; and

(ii) Beginning with the month following the month in which the Bonds are issued and delivered, and continuing each month thereafter so long as any of the Bonds remain Outstanding and unpaid, an amount not less than one-twelfth (or such equal pro rata percentage for any shorter or longer period) of the amount of principal that will become due on the Bonds on the next succeeding Maturity Date.

Any amounts deposited in the Debt Service Fund as accrued interest in accordance with Section 5.02(a) hereof shall be credited against the Issuer's payment obligations as set forth in Section 6.02(b)(i) above.

All amounts paid and credited to the Debt Service Fund shall be expended and used by the Issuer for the sole purpose of paying the interest on and the principal of the Bonds as and when the same become due at Maturity and on each Interest Payment Date, as applicable.

The amounts required to be paid and credited to the Debt Service Fund pursuant to this Section shall be made at the same time and on a parity with the amounts at the time required to be paid and credited to the debt service funds established for the payment of principal and interest on any Parity Bonds pursuant to the provisions of the respective Parity Ordinances. If at any time the moneys in the Revenue Fund are insufficient to make in full the payments and credits at the time required to be made to the Debt Service Fund and to the debt service funds established to pay the principal of and interest on any Parity Bonds, the available moneys in the Revenue Fund shall be divided among such debt service funds in proportion to the respective principal amounts of said series of bonds at the time outstanding which are payable from the moneys in said debt service funds.

(c) **Debt Service Reserve Fund.** If a Debt Service Reserve Fund is required by the Purchaser, after all payments and credits required at the time to be made under the provisions of paragraphs (a) and (b) of this Section have been made, there shall next be paid and credited to the Debt Service Reserve Fund the sum, if any, necessary to maintain the balance of the Debt Service Reserve Fund at the Debt Service Reserve Requirement. Except as hereinafter provided in this Section, all amounts paid and credited to the Debt Service Reserve Fund shall be expended and used by the Issuer solely to prevent any default in the payment of interest on, premium, if any, or principal of the Bonds on any Maturity Date or Interest Payment Date if the moneys in the Debt Service Fund are insufficient to pay the interest on, premium, if any, or principal of said Bonds

when due. So long as the Debt Service Reserve Fund aggregates the Debt Service Reserve Requirement, no further payments into said Fund shall be required.

(i) The amounts required to be paid and credited to the Debt Service Reserve Fund pursuant to this Section shall be made at the same time and on a parity with the amounts at the time required to be paid and credited to the debt service reserve funds established for the Parity Bonds, if any, under the provisions of the Parity Ordinances, if any.

(ii) All income derived from the investment of amounts on deposit in the Debt Service Reserve Fund shall remain in, and be credited to, such fund until such time as the amount on deposit in the Debt Service Reserve Fund is equal to the Debt Service Reserve Requirement, and thereafter all such investment income shall be transferred to the Debt Service Fund. If upon a valuation of the investments on deposit in the Debt Service Reserve Fund, the amount on deposit in the Debt Service Reserve Fund exceeds the Debt Service Reserve Requirement, the Paying Agent shall transfer from the Debt Service Reserve Fund to the Debt Service Fund an amount equal to such excess.

(iii) Moneys in the Debt Service Reserve Fund may be used to call the Bonds for redemption and payment prior to their Stated Maturity, provided all of the Bonds at the time Outstanding are called for payment and funds are available to pay the same according to their terms. If fewer than all Bonds are to be redeemed and prepaid, on such redemption date the Debt Service Reserve Requirement shall be recalculated as of such date, and all moneys in excess of such requirement shall be used to redeem and prepay Bonds on such date. Moneys in the Debt Service Reserve Fund shall be used to pay and retire the last Outstanding Bonds unless such Bonds and all interest thereon are otherwise paid.

(iv) If at any time the moneys in the Revenue Fund are insufficient to make in full the payments and credits at the time required to be made to the Debt Service Reserve Fund and to the debt service reserve funds established to protect the payment of any Parity Bonds, the available moneys in the Revenue Fund shall be divided among such debt service reserve funds in proportion to the respective principal amounts of said series of bonds at the time outstanding which are payable from the moneys in such debt service reserve funds.

(d) ***Surplus Fund.*** After all payments and credits required at the time to be made under the provisions of paragraphs (a), (b), and (c) of this Section have been made, all moneys remaining in the Revenue Fund shall be paid and credited to the Surplus Fund. Moneys in the Surplus Fund may be expended and used for the following purposes as determined by the Authorized Officers, or each individually:

(i) Paying the cost of the operation, maintenance and repair of the System to the extent necessary after the application of the moneys held in the Operation and Maintenance Fund under the provisions of paragraph (a) of this Section;

(ii) Paying the cost of extending, enlarging, improving and/or repairing the System;

(iii) Preventing default in, anticipating payments into or increasing the amounts in the Debt Service Fund or the Debt Service Reserve Fund referred to in paragraphs (b) or (c) of this Section, or any one of them, or establishing or increasing the amount of any debt service fund or debt service reserve fund created by the Issuer for the payment of any Parity Bonds;

(iv) Calling, redeeming and paying prior to Stated Maturity, or, at the option of the Issuer, purchasing in the open market at the best price obtainable not exceeding the redemption price (if any bonds are callable), the Bonds or any Parity Bonds, including principal, interest and redemption premium, if any; or

(v) Any other lawful purpose in connection with the operation of the System and benefiting the System.

So long as any of the Bonds remain Outstanding, no moneys derived from the operation of the System shall be diverted to the general governmental or municipal functions of the Issuer.

(e) ***Deficiency of Payments Into Funds.*** If at any time the revenues derived from the operation of the System are insufficient to make any payment on the date or dates hereinbefore specified, the Issuer will make good the amount of such deficiency by making additional payments or credits out of the first available revenues thereafter received from the operation of the System, such payments and credits being made and applied in the order hereinbefore specified in this Section.

**Section 6.03. Transfer of Funds to Paying Agent.** The Treasurer or other Authorized Officer is hereby authorized and directed to withdraw from the Debt Service Fund, and, to the extent necessary to prevent a default in the payment of either principal of or interest on the Bonds, from the Debt Service Reserve Fund and the Surplus Fund as provided in Section 6.02 hereof, sums sufficient to pay the principal of, premium, if any, and interest on the Bonds as and when the same become due on any Bond Payment Date, and to forward such sums to the Paying Agent in a manner which ensures the Paying Agent will have available funds in such amounts on or before the Business Day immediately preceding each Bond Payment Date. If, through lapse of time or otherwise, the Registered Owners of Bonds are no longer entitled to enforce payment of their obligations, it shall be the duty of the Paying Agent forthwith to return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance.

**Section 6.04. Payments Due on Saturdays, Sundays and Holidays.** In any case where a Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

**Section 6.05. Nonpresentment of Bonds.** If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent, all liability of the Issuer to the Registered Owner thereof for the

payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Registered Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Ordinance or on, or with respect to, said Bond. If any Bond is not presented for payment within four years following the date when such Bond becomes due at Maturity, the Paying Agent shall repay to the Issuer the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Registered Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

## **ARTICLE VII**

### **DEPOSIT AND INVESTMENT OF MONEYS**

(a) Money in each of the funds and accounts created by and referred to in this Ordinance shall be deposited in a bank or banks that are members of the Federal Deposit Insurance Corporation. All such deposits shall be continuously and adequately secured by the banks holding such deposits as provided by the laws of the United States of America or their state of incorporation.

(b) Money held in any fund or account referred to in this Ordinance may be invested in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than the date when the money invested may be needed for the purpose for which such fund or account was created. All earnings on any investments held in any fund or account shall accrue to and become a part of such fund or account. All earnings on investments held in the Debt Service Reserve Fund shall accrue to and become a part of such Fund until the amount on deposit in the Debt Service Reserve Fund shall aggregate the Debt Service Reserve Requirement; thereafter, all such earnings shall be credited to the Debt Service Fund. In determining the amount held in any fund or account under any of the provisions of this Ordinance, obligations shall be valued at the lower of the cost or the market value thereof; provided, however, that investments held in the Debt Service Reserve Fund shall be valued at market value only. If and when the amount held in any fund or account shall be in excess of the amount required by the provisions of this Ordinance, the Issuer shall direct that such excess be paid and credited to the Debt Service Fund.

(c) So long as any Parity Bonds remain outstanding and unpaid, any investments made pursuant to this Article shall be subject to any restrictions in the Parity Ordinance with respect to the funds and accounts created by and referred to in the Parity Ordinance.

## ARTICLE VIII

### GENERAL COVENANTS AND PROVISIONS

The Issuer covenants and agrees with each of the Registered Owners of any of the Bonds that so long as any of the Bonds remain Outstanding and unpaid, it will, acting by and through the Council, comply with each of the following covenants:

**Section 8.01. Efficient and Economical Operation.** The Issuer will continuously own and will operate the System as revenue-producing facilities in an efficient and economical manner and will keep and maintain the same in good repair and working order. The Issuer will establish and maintain such rules and regulations for the use of the System as may be necessary to assure maximum utilization and most efficient operation of the System.

**Section 8.02. Rate Covenant.** The Issuer in accordance with and subject to applicable legal requirements will fix, establish, maintain and collect such rates and charges for the use and services furnished by or through the System as will produce revenues sufficient to (a) pay the costs of the operation and maintenance of the System; (b) pay the principal of and interest on the System Revenue Bonds then outstanding as and when the same become due at the Maturity thereof or on any Interest Payment Date; (c) enable the Issuer to have in each fiscal year Net Revenues Available for Debt Service not less than 125% of Maximum Annual Debt Service on all System Revenue Bonds at the time outstanding; and (d) provide reasonable and adequate reserves for the payment of all System Revenue Bonds then outstanding and the interest thereon and for the protection and benefit of the System as provided in this Ordinance. The Issuer will require the prompt payment of accounts for service rendered by or through the System and will promptly take whatever action is legally permissible to enforce and collect delinquent charges. The Issuer will, from time to time as often as necessary, in accordance with and subject to applicable legal requirements, revise the rates and charges aforesaid in such manner as may be necessary or proper so that the Net Revenues Available for Debt Service will be sufficient to cover the obligations under this Section and otherwise under the provisions of this Ordinance. If in any fiscal year the Net Revenues Available for Debt Service are less than 125% of Maximum Annual Debt Service on all System Revenue Bonds then outstanding, the Issuer will immediately employ a Consultant to make recommendations with respect to such rates and charges. A copy of the Consultant's report and recommendations shall be filed with the City Clerk and the Purchaser of the Bonds and shall be furnished to any Registered Owner of the Bonds requesting a copy of the same, at the cost of such Registered Owner. The Issuer shall, to the extent feasible, follow the recommendations of the Consultant.

**Section 8.03. Reasonable Charges for All Services.** None of the facilities or services provided by the System will be furnished to any user (excepting the Issuer itself) without a reasonable charge being made therefor. If the revenues derived from the System are at any time insufficient to pay the reasonable Expenses of the System and also to pay all interest on and principal of the Bonds as and when the same become due, then the Issuer will thereafter pay into the Revenue Fund a fair and reasonable payment in accordance with effective applicable rates and charges for all services provided by the System, and such payments will continue so long as the same may be necessary in order to prevent or reduce the amount of any default in the payment of the interest on or principal of the Bonds.

**Section 8.04. Restrictions on Mortgage or Sale of System.** The Issuer will not mortgage, pledge or otherwise encumber the System or any part thereof, nor will it sell, lease or otherwise dispose of the System or any material part thereof; provided, however, the Issuer may:

(a) sell at fair market value any portion of the System which has been replaced by other similar property of at least equal value, or which ceases to be necessary for the efficient operation of the System, and in the event of sale, the Issuer will apply the proceeds to either (i) redemption of Outstanding Bonds in accordance with the provisions governing repayment of Bonds in advance of Stated Maturity, or (ii) replacement of the property so disposed of by other property the revenues of which shall be incorporated into the System as hereinbefore provided;

(b) cease to operate, abandon or otherwise dispose of any property which has become obsolete, nonproductive or otherwise unusable to the advantage of the Issuer;

(c) lease, (i) as lessor, any real or personal property which is unused or unimproved, or which has become obsolete, nonproductive or otherwise unusable to the advantage of the Issuer, or which is being acquired as a part of a lease/purchase financing for the acquisition and/or improvement of such property; and/or (ii) as lessee, with an option of the Issuer to purchase, any real or personal property for the extension and improvement of the System; property being leased as lessor and/or lessee pursuant to this paragraph (c) shall not be treated as part of the System for purposes of this Section 8.05 and may be mortgaged, pledged or otherwise encumbered; or

(d) grant a security interest in equipment to be purchased with the proceeds of any loan, lease or other obligation undertaken in accordance with Article IX hereof; or

(e) sell, lease or convey all or substantially all of the System to another entity or enter into a management contract with another entity if:

(i) The transferee entity is a political subdivision organized and existing under the laws of the State, or instrumentality thereof, or an organization described in Section 501(c)(3) of the Code, and expressly assumes in writing the due and punctual payment of the principal of and premium, if any, and interest on all outstanding System Revenue Bonds according to their tenor, and the due and punctual performance and observance of all of the covenants and conditions of this Ordinance;

(ii) If there remains unpaid any System Revenue Bond which bears interest that is not includable in gross income under the Code, the Issuer receives an opinion of Bond Counsel, in form and substance satisfactory to the Issuer, to the effect that under then existing law the consummation of such sale, lease or conveyance, whether or not contemplated on any date of the delivery of such System Revenue Bond, would not cause the interest payable on such System Revenue Bond to become includable in gross income under the Code;

(iii) The Issuer receives a certificate of the Consultant which demonstrates and certifies that immediately upon such sale or conveyance the transferee entity will not, as a result thereof, be in default in the performance or

observance of any covenant or agreement to be performed or observed by it under this Ordinance;

(iv) Such transferee entity possesses such licenses to operate the System as may be required if it is to operate the System; and

(v) The Issuer receives an opinion of Bond Counsel, in form and substance satisfactory to the Issuer, as conclusive evidence that any such sale, lease or conveyance, and any such assumption, is permitted by law and complies with the provisions of this Section.

**Section 8.05. Insurance.** The Issuer will carry and maintain insurance with respect to the System and its operations against such casualties, contingencies and risks (including, but not limited to, property and casualty, fire and extended coverage insurance upon all of the properties being parts of the System insofar as the same are of an insurable nature, public liability, worker's compensation and employee dishonesty insurance), such insurance to be of the character and coverage and in such amounts as would normally be carried by other enterprises engaged in similar activities of comparable size and similarly situated. In the event of loss or damage, the Issuer, with reasonable dispatch, will use the proceeds of such insurance in reconstructing and replacing the property damaged or destroyed, or in paying the claims on account of which such proceeds were received, or if such reconstruction or replacement is unnecessary or impracticable, then the Issuer will pay and deposit the proceeds of such insurance into the Revenue Fund. The Issuer will annually review the insurance it maintains with respect to the System to determine that it is customary and adequate to protect its property and operations. The Issuer may elect to be self-insured for all or any part of the foregoing requirements if (a) the Issuer annually obtains a written evaluation with respect to such self-insurance program from an Insurance Consultant, (b) the evaluation is to the effect that the self-insurance program is actuarially sound, (c) unless the evaluation states that such reserves are not necessary, the Issuer deposits and maintains adequate reserves for the self-insurance program with a corporate trustee, who may be the Paying Agent, and (d) in the case of workers' compensation, adequate reserves created by the Issuer for such self-insurance program are deposited and maintained in such amount and manner as are acceptable to the State. The Issuer shall pay any fees and expenses of such Insurance Consultant in connection therewith. The cost of all insurance obtained pursuant to the requirements of this Section shall be paid as an Expense out of the Revenues of the System.

**Section 8.06. Books, Records and Accounts.** The Issuer will install and maintain proper books, records and accounts (entirely separate from all other records and accounts of the Issuer) in which complete and correct entries will be made of all dealings and transactions of or in relation to the System. Such accounts shall show the amount of Revenues received from the System, the application of such Revenues, and all financial transactions in connection therewith. Said books shall be kept by the Issuer according to standard accounting practices as applicable to the operation of facilities comparable to the System.

**Section 8.07. Annual Budget.** Prior to the commencement of each fiscal year, the Issuer will cause to be prepared and filed with the City Clerk a budget setting forth the estimated receipts and expenditures of the System, or a separate schedule for the System within the Issuer's overall budget, for the next succeeding fiscal year. The City Clerk, promptly upon the filing of said budget

in the City Clerk's office, will mail a copy of said budget to the Purchaser of the Bonds. Said annual budget shall be prepared in accordance with the laws and regulations of the State.

**Section 8.08. Annual Audit.** After the end of each fiscal year, the Issuer will cause an audit to be made of the System, or a separate schedule within the Issuer's audited financial statements, for the preceding fiscal year by a certified public accountant or firm of certified public accountants to be employed for that purpose and paid from the revenues of the Issuer. Said annual audit shall cover in reasonable detail the operations of the System during such fiscal year.

Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the City Clerk, and a duplicate copy of the audit shall be mailed to the Purchaser of the Bonds. Such audits shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any user of the services of the System, any Registered Owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer, user or Registered Owner.

As soon as possible after the completion of the annual audit, the Council of the Issuer shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Ordinance, the Issuer will promptly cure such deficiency and will promptly proceed to increase the rates and charges to be charged for the use and services furnished by the System as may be necessary to adequately provide for such requirements.

**Section 8.09. Right of Inspection.** The Purchaser of the Bonds and any Registered Owner or Owners of 10% of the principal amount of the Bonds then Outstanding shall have the right at all reasonable times to inspect the System and all records, accounts and data relating thereto, and shall be furnished all such information concerning the System and the operation thereof which the Purchaser or such Registered Owner or Owners may reasonably request.

**Section 8.10. Administrative Personnel.** The Issuer shall use its best efforts to employ at all times administrative personnel experienced and well qualified to operate the System. The Issuer further agrees that such administrative personnel shall be employed in sufficient numbers to ensure that the System will be operated in a prudent and efficient manner, following procedures generally accepted within the public utilities industry in the United States of America.

**Section 8.11. Rules and Regulations.** The Issuer will establish and maintain such rules and regulations for the use of the System as may be necessary to assure maximum occupancy and use thereof.

**Section 8.12. Performance of Duties and Covenants.** The Issuer will faithfully and punctually perform all duties, covenants and obligations with respect to the operation of the System now or hereafter imposed upon the Issuer by the Constitution and laws of the State and by the provisions of this Ordinance.

**Section 8.13. Tax Covenants.**

(a) The Issuer covenants that (i) it will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from federal gross income of the interest on the Bonds, and (ii) it will not use or permit the use of any proceeds of Bonds or any other funds of the Issuer, or take or permit any other action, or fail to

take any action, which would adversely affect the exclusion from federal gross income of the interest on the Bonds. The Issuer will also adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with other applicable future law, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

(b) The Issuer covenants that (i) it will use the proceeds of the Bonds as soon as practicable for the purposes for which the Bonds are issued, and (ii) it will not invest or directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the Issuer in any manner, or take or omit to take any action, that would cause the Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code.

(c) The Issuer covenants and agrees that it will pay or provide for the payment from time to time of all amounts required to be rebated to the United States pursuant to Section 148(f) of the Code and any Treasury Regulations applicable to the Bonds from time to time. The Issuer specifically covenants to pay or cause to be paid to the United States the required amounts of rebatable arbitrage at the times when due, if any.

(d) The Issuer covenants that it will not use any portion of the proceeds of the Bonds, including any investment income earned on such proceeds, directly or indirectly, (i) in a manner that would cause any Bond to be a “private activity bond” within the meaning of Section 141(a) of the Code, or (ii) to make or finance a loan to any Person.

(e) If applicable and in consultation with bond counsel, the Authorized Officers, or each individually, are authorized to make the following representations in connection with the exception for small governmental units from the arbitrage rebate requirements under Section 148(f)(4)(D) of the Code:

(i) the Issuer is a governmental unit under Nebraska law with general taxing powers;

(ii) none of the Bonds is a private activity bond as defined in Section 141 of the Code;

(iii) 95% or more of the net proceeds of the Bonds are to be used for local governmental activities of the Issuer;

(iv) the aggregate face amount of all tax exempt bonds (other than private activity bonds) issued by the Issuer (and all subordinate entities thereof) during the calendar year in which the Bonds are issued is not reasonably expected to exceed \$5,000,000; and

(v) the Issuer (including all subordinate entities thereof) will not issue in excess of \$5,000,000 of tax exempt bonds (including the Bonds but excluding private activity bonds) during the calendar year in which the Bonds are issued without first obtaining an opinion of Bond Counsel that the exclusion of the interest on the Bonds from federal gross income will not be adversely affected thereby.

(f) If applicable and in consultation with bond counsel, the Authorized Officers, or each individually, are authorized to designate one or more series of Bonds as “qualified tax-exempt obligations” as defined in Section 265(b)(3) of the Code. In connection with such designation, the Issuer will represent that:

(i) the aggregate face amount of all tax exempt obligations (other than private activity bonds which are not “qualified 501(c)(3) bonds”) which will be issued by the Issuer (and all subordinate entities thereof) during the calendar year in which the Bonds are issued is not reasonably expected to exceed \$10,000,000; and

(ii) the Issuer (including all subordinate entities thereof) will not issue an aggregate principal amount of obligations designated by the Issuer to be “qualified tax exempt obligations” during the calendar year in which the Bonds are issued, including the Bonds, in excess of \$10,000,000, without first obtaining an opinion of Bond Counsel that the designation of the Bonds as “qualified tax exempt obligations” will not be adversely affected.

Any Authorized Officer is hereby authorized to take such other action as may be necessary to make effective the designation in this paragraph (f).

(g) The foregoing covenants shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to Article XI of this Ordinance or any other provision of this Ordinance, until no Bonds are Outstanding.

(h) The Issuer adopts the Post-Issuance Tax Compliance Procedures attached to this Ordinance as Exhibit B to ensure that all applicable post-issuance requirements of federal income tax law needed to preserve the tax-exempt status of the Bonds that are intended to be tax-exempt are met. The Issuer designates the Treasurer as the “responsible person” for implementing such procedures. The Issuer reserves the right to use its discretion as necessary and appropriate to make exceptions or request additional provisions as it may determine. The Issuer also reserves the right to change such policies and procedures from time to time, without notice.

#### **Section 8.14. Continuing Disclosure.**

(a) The Issuer (i) authorizes and directs any Authorized Officer to execute and deliver, on the date of the issuance of the Bonds, a Continuing Disclosure Undertaking (the “Undertaking”) in such form that satisfies the requirements of Rule 15c2-12 promulgated under the Exchange Act (“Rule 15c2-12”) and is acceptable to the Purchaser and Bond Counsel and (ii) covenants that it will comply with and carry out all of the provisions of the Undertaking. The Authorized Officers, or each individually, may designate a dissemination agent thereunder to assist with compliance. Notwithstanding any other provisions of this Ordinance, failure of the Issuer to comply with the Undertaking will not be considered a default under this Ordinance or the Bonds; however, any Bondholder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Section and the Undertaking. For purposes of this Section, “Beneficial Owner” means any person who (i) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds

through nominees, depositories or other intermediaries), or (ii) is treated as the owner of any Bonds for federal income tax purposes.

The Issuer hereby adopts the Disclosure Policies and Procedures attached to this Ordinance as Exhibit C to ensure the Issuer satisfies the requirements of Rule 15c2-12 and the Undertaking. The Issuer reserves the right to use its discretion as necessary and appropriate to make exceptions or request additional provisions as it may determine. The Issuer also reserves the right to change such policies and procedures from time to time, without notice.

## ARTICLE IX

### ADDITIONAL BONDS AND OBLIGATIONS

**Section 9.01. Senior Lien Bonds.** So long as any of the Bonds remain Outstanding, the Issuer will not issue any additional bonds or incur or assume any other debt obligations appearing as liabilities on the balance sheet of the Issuer for the payment of moneys determined in accordance with generally accepted accounting principles, including capital leases as defined by generally accepted accounting principles, payable out of the net income and revenues of the System or any part thereof which are superior to the Bonds.

**Section 9.02. Parity Lien Bonds.** The Issuer covenants and agrees that so long as any of the Bonds remain Outstanding, it will not issue any additional Parity Bonds payable out of the net income and revenues of the System or any part thereof which stand on a parity or equality with the Bonds unless the following conditions are met:

(a) The Issuer shall not be in default in the payment of principal of or interest on any Bonds or any Parity Bonds at the time outstanding or in making any payment at the time required to be made into the respective funds and accounts created by and referred to in this Ordinance or any Parity Ordinance (unless such additional revenue bonds or obligations are being issued to provide funds to cure such default); and

(b) The Issuer shall obtain a certificate of a Consultant showing either of the following:

(i) The annual Net Revenues Available for Debt Service derived by the Issuer from the operation of the System, for the two fiscal year(s) immediately preceding the issuance of Parity bonds shall have been equal to at least 125% of the Maximum Annual Debt Service required to be paid out of said revenues in any succeeding fiscal year on account of both principal (at maturity or upon mandatory redemption) and interest becoming due with respect to all System Revenue Bonds of the Issuer, including the Parity Bonds proposed to be issued. In determining the Net Revenues Available for Debt Service for the purpose of this clause, the Consultant may adjust said Net Revenues Available for Debt Service by adding thereto, if the Issuer has made any increase in rates for the use and services of the System and such increase has not been in effect during all of the two fiscal year(s) immediately preceding the issuance of Parity Bonds, the amount, as estimated by

the Consultant, of the additional Net Revenues Available for Debt Service which would have resulted from the operation of the System during said two preceding fiscal year(s) had such rate increase been in effect for the entire period; or

(ii) The annual Net Revenues Available for Debt Service projected to be derived by the Issuer from the operation of the System for the two fiscal year(s) immediately following the fiscal year in which the improvements to the System, the cost of which is being financed by such additional bonds, are to be in commercial operation, shall be equal to at least 125% of the Maximum Annual Debt Service required to be paid out of said revenues in any succeeding fiscal year following commencement of operation of such System improvements, on account of both principal (at maturity or upon mandatory redemption) and interest becoming due with respect to all System Revenue Bonds of the Issuer, including the Parity Bonds proposed to be issued. In determining the projected Net Revenues Available for Debt Service for the purpose of this clause, the Consultant may adjust said net revenues by adding thereto any estimated increase in Net Revenues Available for Debt Service resulting from any increase in rates for the use and services of the System which, in the opinion of the Consultant, are economically feasible and reasonably considered necessary based on projected operations of the System.

Additional revenue bonds of the Issuer issued under the conditions set forth in this Section shall stand on a parity with the Bonds and shall enjoy complete equality or lien on and claim against the net revenues of the System with the Bonds, and the Issuer may make equal provision for paying said bonds and the interest thereon out of the Revenue Fund and may likewise provide for the creation of reasonable debt service funds and debt service reserve funds for the payment of such additional bonds and the interest thereon out of moneys in the Revenue Fund.

**Section 9.03. Junior Lien Bonds and Other Obligations.** Nothing in this Section contained shall prohibit or restrict the right of the Issuer to issue additional revenue bonds or other revenue obligations for any lawful purpose in connection with the operation of the facility and benefiting the System and to provide that the principal of and interest on said revenue bonds or obligations shall be payable out of the revenues of the System, provided, at the time of the issuance of such additional revenue bonds or obligations, the Issuer is not in default in the performance of any covenant or agreement contained in this Ordinance (unless such additional revenue bonds or obligations are being issued to provide funds to cure such default), and provided, further, that such additional revenue bonds or obligations shall be junior and subordinate to the Bonds so that if at any time the Issuer shall be in default in paying either interest on or principal of the Bonds, or if the Issuer is in default in making any payments required to be made by it under the provisions of Sections 6.02(a), (b) and (c) of this Ordinance, the Issuer shall make no payments of either principal of or interest on said junior and subordinate revenue bonds or obligations until said default or defaults be cured. In the event of the issuance of any such junior and subordinate revenue bonds or obligations, the Issuer, subject to the provisions aforesaid, may make provision for paying the principal of and interest on said revenue bonds or obligations out of moneys in the Revenue Fund.

**Section 9.04. Refunding Bonds.** The Issuer shall have the right, without complying with the provisions of Section 9.02 hereof, to refund any of the Bonds under the provisions of any law

then available, and the refunding bonds so issued, shall enjoy complete equality of pledge with any of the Bonds which are not refunded, if any, upon the revenues of the System; provided, however, that if only a portion of the Bonds are refunded and if said Bonds are refunded in such manner that the refunding bonds bear a higher average rate of interest or become due on a date earlier than that of the Bonds which are refunded, then said Bonds may be refunded without complying with the provisions of Section 9.02 hereof only by and with the written consent of the Registered Owners of a majority in principal amount of the Bonds not refunded.

## **ARTICLE X**

### **DEFAULT AND REMEDIES**

**Section 10.01. Events of Default.** The following constitute “Events of Default” under this Resolution:

- (a) failure by the Issuer to pay any payment of principal of, premium, if any, and interest on the Bonds when due;
- (b) failure by the Issuer to make any other payment required to be made hereunder, and such default shall continue for a period of 15 days;
- (c) failure by the Issuer to observe and perform any other covenant, condition or agreement contained herein on its part to be observed or performed for a period of 30 days after written notice is given to the Issuer specifying such failure and requesting that it be remedied, provided that if the failure stated in such notice cannot be corrected within such 30-day period, no Event of Default shall exist if corrective action is instituted by the Issuer within the applicable period and diligently pursued until the default is corrected, but in no event for longer than 90 days; or
- (d) determination that any representation or warranty made by the Issuer herein was untrue in any material respect when made.

**Section 10.02. Remedies.** The provisions of this Ordinance, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Registered Owners of the Bonds, and the Registered Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Registered Owners of Bonds similarly situated:

- (a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Registered Owner or Owners against the Issuer and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Ordinance or by the Constitution and laws of the State;
- (b) by suit, action or other proceedings in equity or at law to require the Issuer, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Registered Owners of the Bonds.

**Section 10.03. Limitation on Rights of Bondowners.** No one or more Bondowners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Registered Owners of such Outstanding Bonds.

**Section 10.04. Remedies Cumulative.** No remedy conferred herein upon the Bondowners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Registered Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies consequent thereon. No delay or omission of any Bondowner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Registered Owners of the Bonds by this Ordinance may be enforced and exercised from time to time and as often as may be deemed expedient. If any suit, action or proceeding taken by any Bondowner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to such Bondowner, then, and in every such case, the Issuer and the Registered Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Bondowners shall continue as if no such suit, action or other proceeding had been brought or taken.

**Section 10.05. Default Rate.** Upon any Event of Default, the stated interest rate on each Bond shall automatically increase by 4.00% (400 basis points) per annum.

**Section 10.06. No Obligation To Levy Taxes.** Nothing contained in this Ordinance shall be construed as imposing on the Issuer any duty or obligation to levy any taxes either to meet any obligation incurred herein or to pay the principal of or interest on the Bonds.

## **ARTICLE XI**

### **DEFEASANCE**

When any or all of the Bonds or the interest payments thereon have been paid and discharged, then the requirements contained in this Ordinance and the pledge of revenues made hereunder and all other rights granted hereby shall terminate with respect to the Bonds so paid and discharged. Bonds or the interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Ordinance if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds, in trust for and irrevocably appropriated thereto, money and/or Defeasance Obligations which, together with the interest to be earned thereon, will be sufficient for the payment of the principal or Redemption Price of said

Bonds, and/or interest to accrue on such Bonds to the Stated Maturity or Redemption Date, as the case may be, or if default in such payment shall have occurred on such date, then to the date of the tender of such payments; provided, however, that if any such Bonds shall be redeemed prior to the Stated Maturity thereof, (a) the Issuer shall have elected to redeem such Bonds, and (b) either notice of such redemption shall have been given, or the Issuer shall have given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Paying Agent to redeem such Bonds in compliance with Section 3.02(a) of this Ordinance. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Bonds or the interest payments thereon, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Registered Owners of the Bonds, and such money shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All moneys and Defeasance Obligations deposited with the Paying Agent or other bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance.

## ARTICLE XII

### MISCELLANEOUS PROVISIONS

**Section 12.01. Amendments.** The rights and duties of the Issuer and the Bondowners, and the terms and provisions of the Bonds or of this Ordinance, may be amended or modified at any time in any respect by Ordinance of the Issuer with the written consent of the Registered Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Registered Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the City Clerk, but no such modification or alteration shall:

- (a) extend the maturity of any payment of principal or interest due upon any Bond;
- (b) effect a reduction in the amount which the Issuer is required to pay by way of principal of or interest on any Bond;
- (c) permit the creation of a lien on the revenues of the System prior or equal to the lien of the Bonds or Parity Bonds;
- (d) permit preference or priority of any Bonds over any other Bonds; or
- (e) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Ordinance.

Any provision of the Bonds or of this Ordinance may, however, be amended or modified by Ordinance duly adopted by the Council at any time in any respect with the written consent of the Registered Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Bondowners, the Issuer may amend or supplement this Ordinance for the purpose of curing any formal defect, omission, inconsistency or ambiguity

therein or in connection with any other change therein which is not materially adverse to the interests of the Bondowners.

Every amendment or modification of the provisions of the Bonds or of this Ordinance shall be expressed in an ordinance adopted by the Council amending or supplementing the provisions of this Ordinance and shall be deemed to be a part of this Ordinance. A certified copy of every such amendatory or supplemental Ordinance, if any, and a certified copy of this Ordinance shall always be kept on file in the office of the City Clerk, and shall be made available for inspection by the Registered Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Ordinance, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental Ordinance or of this Ordinance will be sent by the City Clerk to any such Bondowner or prospective Bondowner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the City Clerk a copy of the Ordinance of the Issuer hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Registered Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The Issuer shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Ordinance made hereunder which affects the duties or obligations of the Paying Agent under this Ordinance.

**Section 12.02. Notices, Consents and Other Instruments by Bondowners.** Any notice, consent, request, direction, approval, objection or other instrument required by this Ordinance to be signed and executed by the Bondowners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondowners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Ordinance, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any Person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the Person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The Bond Register shall prove the fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same.

In determining whether the Registered Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Ordinance, Bonds owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Ordinance, except that, in determining whether the Bondowners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Bondowners know to be so owned shall be so disregarded.

Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Bondowners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Issuer.

**Section 12.03. Further Authority.** The officers of the Issuer, including the Mayor and City Clerk, shall be, and they hereby are, authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

**Section 12.04. Severability.** If any Section or other part of this Ordinance, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Ordinance.

**Section 12.05. Governing Law.** This Ordinance shall be governed by and constructed in accordance with the applicable laws of the State of Nebraska.

**Section 12.06. Effective Date; Publication in Pamphlet Form.** This Ordinance shall take effect and be in full force from and after its passage by the Council and approval by the Mayor and upon its publication in pamphlet form as provided by law.

**PASSED AND APPROVED** February 17, 2026.

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**EXHIBIT A TO ORDINANCE  
(FORM OF BONDS)**

EXCEPT AS OTHERWISE PROVIDED IN THE ORDINANCE (REFERRED TO HEREIN), THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY (AS DEFINED HEREIN) OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.

UNITED STATES OF AMERICA  
STATE OF NEBRASKA

Registered  
No. R- \_\_\_\_\_

Registered  
\$ \_\_\_\_\_

**THE CITY OF ALLIANCE, NEBRASKA  
WATER REVENUE BONDS  
SERIES 2026**

Interest Rate	Maturity Date	Dated Date	CUSIP Number
%	_____, 20__	_____, 20__	_____

**REGISTERED OWNER:** CEDE & CO.

**PRINCIPAL AMOUNT:** \_\_\_\_\_ DOLLARS

The City of Alliance, Nebraska, a city of the first class and political subdivision of the State of Nebraska (the "Issuer"), for value received, promises to pay to the registered owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the principal amount shown above on the maturity date shown above, and to pay interest thereon, but solely from the source and in the manner herein specified, at the interest rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months, from the Dated Date shown above or from the most recent interest payment date to which interest has been paid or duly provided for), payable semiannually on \_\_\_\_\_ and \_\_\_\_\_ in each year, beginning on \_\_\_\_\_, 20\_\_, until said principal amount has been paid.

The principal or redemption price of this Bond shall be paid at maturity by check or draft or upon earlier redemption to the person in whose name this Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the office of \_\_\_\_\_ in \_\_\_\_\_, Nebraska (the "Paying Agent"). The interest payable on this Bond on any interest payment date shall be paid to the person in whose name this Bond is registered on the Bond Register at the close of business on the Record Date for such interest by check or draft mailed by the Paying Agent to such registered owner at the address shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such registered owner or in the case of an interest payment to any registered owner of \$100,000 or more in aggregate principal amount of Bonds, by electronic transfer to such registered owner upon written notice given to the Paying Agent by such registered owner not less than 15 days prior

to the Record Date for such interest, containing the electronic transfer instructions, including the bank (which shall be in the continental United States), ABA routing number and account number to which such Registered Owner wishes to have such transfer directed.

This Bond is one of a duly authorized series of bonds of the Issuer designated “Water Revenue Bonds, Series 2026,” aggregating the principal amount of \$\_\_\_\_\_ (the “Bonds”) under the authority of and in full compliance with the Constitution and laws of the State of Nebraska, including particularly Sections 18–1803 through 18–1805, Reissue Revised Statutes of Nebraska, as amended, and pursuant to an ordinance duly adopted by the governing body of the Issuer (herein called the “Ordinance”). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Ordinance. The Bonds are being issued by the Issuer for the purpose of paying the cost of extending and improving the System of the Issuer, [funding a deposit to the Debt Service Reserve Fund] and to pay certain costs of issuing the Bonds.

At the option of the Issuer, Bonds or portions thereof maturing on \_\_\_\_\_, 20\_\_, and thereafter may be called for redemption and payment prior to maturity on \_\_\_\_\_, 20\_\_, and thereafter in whole or in part at any time from the Stated Maturities selected by the Issuer (Bonds of less than a full maturity to be selected in multiples of \$5,000 principal amount in such equitable manner as the Paying Agent shall designate) at par plus accrued interest thereon to the redemption date.

[Term Bond Redemption]

Notice of redemption, unless waived, is to be given by the Paying Agent by mailing an official redemption notice by first-class mail at least 30 days prior to the redemption date (or such shorter period as may be acceptable to the-then Registered Owner), to the original purchaser(s) of the Bonds and each Registered Owner of each of the Bonds to be redeemed at the address shown on the Bond Register. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Issuer defaults in the payment of the redemption price), such Bonds or portions of Bonds shall cease to bear interest.

The Bonds are special obligations of the Issuer payable solely from, and secured as to the payment of principal and interest by a pledge of, the revenues derived from the operation of the System. The Bonds shall not be or constitute a general obligation of the Issuer, nor shall they constitute an indebtedness of the Issuer within the meaning of any constitutional, statutory or charter provision, limitation or restriction. The taxing power of the Issuer is not pledged to the payment of the Bonds either as to principal or interest. Under the conditions set forth in the Ordinance, the Issuer has the right to issue parity bonds and other obligations payable from the same source and secured by the same revenues as the Bonds; provided, however, that such additional bonds may be so issued only in accordance with and subject to the covenants, conditions and restrictions relating thereto set forth in the Ordinance. The Bonds are further secured by amounts on deposit in the Debt Service Reserve Fund, as established by the Ordinance.

The Issuer hereby covenants and agrees with the Registered Owner of this Bond that it will keep and perform all covenants and agreements contained in the Ordinance, and will fix, establish,

maintain and collect such rates, fees and charges for the use and services furnished by or through the System, as will produce revenues sufficient to pay the costs of operation and maintenance of the System, pay the principal of and interest on the Bonds as and when the same become due, and provide reasonable and adequate reserve funds. Reference is made to the Ordinance for a description of the covenants and agreements made by the Issuer with respect to the collection, segregation and application of the revenues of the System, the nature and extent of the security for the Bonds, the rights, duties and obligations of the Issuer with respect thereto, and the rights of the Registered Owners thereof.

The Bonds are issuable in the form of fully registered Bonds without coupons in the denomination of \$5,000 or any whole multiple thereof.

The Bonds are “qualified tax-exempt obligations” described in Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Bond may be transferred or exchanged, as provided in the Ordinance, only on the Bond Register upon surrender of this Bond together with a written instrument of transfer or exchange satisfactory to the Paying Agent duly executed by the Registered Owner or the Registered Owner’s duly authorized agent, and thereupon a new Bond or Bonds in any authorized denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Ordinance and upon payment of the charges therein prescribed. The Issuer and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Ordinance. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository’s participants, the beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Paying Agent will recognize the Securities Depository nominee, while the registered owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Bond, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Bonds by participants of the Securities Depository, will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Paying Agent will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this

Bond shall be made in accordance with existing arrangements among the Issuer, the Paying Agent and the Securities Depository.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the Certificate of Authentication hereon has been executed by the Paying Agent.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Bonds have existed, happened and been performed in due time, form and manner as required by law, and that before the issuance of the Bonds, provision has been duly made for the collection and segregation of the revenues of the System and for the application of the same as provided in the Ordinance.

IN WITNESS WHEREOF, the City of Alliance, Nebraska, has executed this Bond by causing it to be signed by the manual or facsimile signature of the Mayor of the City and attested by the manual or facsimile signature of its City Clerk.

THE CITY OF ALLIANCE, NEBRASKA

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**CERTIFICATE OF AUTHENTICATION**

This Bond is one of the Bonds of the issue described in the within-mentioned Ordinance.

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

\_\_\_\_\_, as Paying Agent

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

**ASSIGNMENT**

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

\_\_\_\_\_  
Print or Type Name, Address and Social Security Number  
or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ agent to transfer the within Bond on the Bond Register kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

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

\_\_\_\_\_  
NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular.

Signature Guaranteed By:

\_\_\_\_\_  
Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 C.F.R. 240.17 Ad-15)

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

## EXHIBIT B TO ORDINANCE

### Post-Issuance Compliance Procedures

#### General

In connection with the issuance of the Bonds, the Issuer will execute a tax compliance certificate (the “**Tax Certificate**”) that describes the requirements and provisions of the Code that must be followed in order to maintain the tax-exempt status of interest on such bonds. In addition, the Tax Certificate will contain the reasonable expectations of the Issuer at the time of issuance of the Bonds with respect to the use of the gross proceeds of such bonds and the assets to be financed or refinanced with the proceeds thereof. These Procedures supplement and support the covenants and representations made by the Issuer in the Tax Certificate related to specific issues of tax-exempt obligations. In order to comply with the covenants and representations set forth in the Bond documents and in the Tax Certificate, the Issuer tracks and monitors the actual use of the proceeds of the Bonds, the investment and expenditure of the Bond proceeds and the assets financed or refinanced with the proceeds of such bonds over their life.

#### Designation of Responsible Person

The Treasurer of the Issuer shall maintain an inventory of Bonds and assets financed which contains the pertinent data to satisfy the Issuer’s monitoring responsibilities. Any transfer, sale or other disposition of bond-financed assets must be reviewed and approved by the Treasurer.

#### Post-Issuance Compliance Requirements

##### External Advisors/Documentation

The Issuer shall consult with bond counsel and other legal counsel and advisors, as needed, throughout the Bond issuance process to identify requirements and to establish procedures necessary or appropriate so that the Bonds will continue to qualify for tax-exempt status. Those requirements and procedures shall be documented in the Tax Certificate and/or other documents finalized at or before issuance of the Bonds. Those requirements and procedures shall include future compliance with applicable arbitrage rebate requirements and all other applicable post-issuance requirements of federal tax law throughout (and in some cases beyond) the term of the Bonds.

The Issuer also shall consult with bond counsel and other legal counsel and advisors, as needed, following issuance of the Bonds to ensure that all applicable post-issuance requirements in fact are met. This shall include, without limitation, consultation in connection with future contracts with respect to the use of Bond-financed or refinanced assets.

The Issuer shall train and employ or otherwise engage expert advisors (a “**Rebate Analyst**”) to assist in the calculation of arbitrage rebate payable in respect of the investment of Bonds proceeds, unless the Tax Certificate documents provide that arbitrage rebate will not be applicable to the Bonds.

Unless otherwise provided by the Ordinance or other authorizing documents relating to the Bonds, unexpended Bond proceeds shall be held in a segregated account, and the Issuer, pursuant to

the terms of the Ordinance, shall manage the investment of Bond proceeds. The Issuer shall prepare regular, periodic statements regarding the investments and transactions involving Bond proceeds.

### Arbitrage Rebate and Yield

Unless the Tax Certificate documents provide that arbitrage rebate will not be applicable to the Bonds, the Issuer shall be responsible for:

- engaging the services of a Rebate Analyst and, prior to each rebate calculation date, causing the account holder to deliver periodic statements concerning the investment of Bond proceeds to the Rebate Analyst;
- providing to the Rebate Analyst additional documents and information reasonably requested by the Rebate Analyst;
- monitoring efforts of the Rebate Analyst;
- assuring payment of required rebate amounts, if any, no later than 60 days after each 5-year anniversary of the issue date of the Bonds, and no later than 60 days after the last Bond is redeemed;
- during the construction period of each capital project financed in whole or in part by the Bonds, monitoring the investment and expenditure of Bond proceeds and consulting with the Rebate Analyst to determine compliance with any applicable exceptions from the arbitrage rebate requirements during each 6-month spending period up to 6 months, 18 months or 24 months, as applicable, following the issue date of the Bonds; and
- retaining copies of all arbitrage reports and account statements as described below under “Record Keeping Requirements”.

The Issuer, in the Tax Certificate and/or other documents finalized at or before the issuance of the Bonds, has agreed to undertake the tasks listed above (unless the Tax Certificate documents provide that arbitrage rebate will not be applicable to an issue of the Bonds).

### Use of Bond Proceeds and Bond-Financed or Refinanced Assets:

The Issuer shall be responsible for:

- monitoring the use of Bond proceeds and the use of Bond-financed or refinanced assets (*e.g.*, facilities, furnishings or equipment) throughout the term of the Bonds to ensure compliance with covenants and restrictions set forth in the Tax Certificate;
- maintaining records identifying the assets or portion of assets that are financed or refinanced with proceeds of the Bonds, including a final allocation of Bond proceeds as described below under “Record Keeping Requirements”;

- consulting with bond counsel and other legal counsel and advisers in the review of any contracts or arrangements involving use of Bond-financed or refinanced assets to ensure compliance with all covenants and restrictions set forth in the Tax Certificate;
- maintaining records for any contracts or arrangements involving the use of Bond-financed or refinanced assets as described below under “Record Keeping Requirements”;
- conferring at least annually with personnel responsible for Bond-financed or refinanced assets to identify and discuss any existing or planned use of Bond-financed or refinanced assets, to ensure that those uses are consistent with all covenants and restrictions set forth in the Tax Certificate; and
- to the extent that the Issuer discovers that any applicable tax restrictions regarding use of Bond proceeds and bond-financed or refinanced assets will or may be violated, consulting promptly with bond counsel and other legal counsel and advisers to determine a course of action to remediate all nonqualified bonds, if such counsel advises that a remedial action is necessary.

The Issuer, in the Tax Certificate and/or other documents finalized at or before the issuance of the Bonds, has agreed to undertake the tasks listed above.

All relevant records and contracts shall be maintained as described below.

#### Record Keeping Requirements

The Issuer shall be responsible for maintaining the following documents for the term of the Bonds (including refunding bonds, if any) plus at least three years:

- a copy of the Bond closing transcript(s) and other relevant documentation delivered to the Issuer at or in connection with closing of the issue of the Bonds, including any elections made by the Issuer in connection therewith;
- a copy of all material documents relating to capital expenditures financed or refinanced by Bond proceeds, including (without limitation) construction contracts, purchase orders, invoices, trustee requisitions and payment records, draw requests for Bond proceeds and evidence as to the amount and date for each draw down of Bond proceeds, as well as documents relating to costs paid or reimbursed with Bond proceeds and records identifying the assets or portion of assets that are financed or refinanced with Bond proceeds, including a final allocation of Bond proceeds;
- a copy of all contracts and arrangements involving the use of Bond-financed or refinanced assets;
- copies of all statements and reports, including arbitrage reports, prepared with respect to the Issuer’s bonds; and

- a copy of all records of investments, investment agreements, arbitrage reports and underlying documents, including statements, in connection with any investment agreements, and copies of all bidding documents, if any.

## **EXHIBIT C DISCLOSURE POLICIES AND PROCEDURES**

### **Purpose of Disclosure Policies and Procedures**

The issuance and sale of certain municipal bonds, notes, certificates of participation or other obligations (collectively, “**Obligations**”) are subject to certain federal and state securities laws, including Rule 15c2-12 (the “**Rule**”) promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”). The Rule requires that an underwriter, prior to purchasing or selling an issue of Obligations in a principal amount of \$1,000,000 or more, obtain a written agreement from the issuer of such Obligations to provide certain financial information or operating data on an annual basis and notices of the occurrence of certain enumerated events with the Municipal Securities Rulemaking Board (“**MSRB**”) using the MSRB’s Electronic Municipal Market Access system (“**EMMA**”).

The City of Alliance, Nebraska (the “**City**”) has previously issued or may in the future issue Obligations subject to the Rule, and in connection with such issuances the City has entered and/or will enter into one or more Continuing Disclosure Certificates or Continuing Disclosure Agreements (collectively, the “**Undertakings**”) in accordance with the Rule. Pursuant to such Undertakings, the City has covenanted or will covenant to comply with the Rule by timely making the required filings. These Policies and Procedures are intended to assure that all filings required under the Rule are made timely and completely and meet all requirements of the Rule.

### **Designation of City Representative; Maintenance of List and Files**

The “**City Representative**” for the City shall be the City’s Treasurer and any alternate or assistant as such City Treasurer shall appoint. The City Representative is directed to employ the policies and procedures described herein. The City Representative shall be knowledgeable and familiar with the provisions of each Undertaking as to the type, format and content of the financial information or operating data to be included in each Annual Report required to be made thereunder, the instances in which notice of the occurrence of certain events must be given, and the timing requirements for the filing thereof. The City and the City Representative recognize and acknowledge that the terms, requirements and filing deadlines may vary by Undertaking.

The City Representative shall maintain a current list for each fiscal year identifying each issue of Obligations of the City outstanding during such fiscal year setting forth the name, original principal amount, date of issuance and CUSIP numbers for each such issue and the dates by which the Annual Reports are required to be submitted to the MSRB using EMMA, such list to be accompanied by copies of the related Undertakings.

### **Dissemination Agents**

The City and the City Representative may utilize the services of a financial institution or other provider to act as dissemination agent (each, a “**Dissemination Agent**”) in filing the disclosures and notices described herein and performing the duties of the Dissemination Agent

in accordance with the terms of the applicable Undertaking. The Dissemination Agent shall review and be familiar with the contents and filing requirements of the particular Undertaking and with the procedures for making the filings required under such Undertaking with the MSRB using the EMMA system. The City Representative shall coordinate the preparation and submission of the required information with such Dissemination Agent to ensure full compliance with the requirements of the Rule and the applicable Undertakings.

### **Annual Financial Filings**

The City Representative will review the Undertaking related to each outstanding issue of Obligations to determine the financial information required to be included in the Annual Report (i.e., the City's Audited Financial Statements and certain other financial information or operating data with respect to the City, if applicable (the "**Annual Report**")) required to be filed annually with the MSRB using the EMMA system, and the deadline by which such information must be filed. If the filing requirements of two or more Undertakings are identical, the Issuer Representative may file identical Annual Reports with respect to each issue of the Issuer's Obligations. If two or more Undertakings have different filing requirements, the Issuer Representative may file a separate Annual Report with respect to the applicable Undertaking or may file a single, comprehensive Annual Report with respect to all of such Undertakings. The City Representative shall be knowledgeable and familiar with the specific requirements for the filing of a Notice of Failure to File the Annual Report by the date(s) required under the terms of each Undertaking, if applicable.

The City Representative shall timely initiate the process of preparing the financial information or operating data required to be submitted under each Undertaking as part of the Annual Report. The City Representative shall assemble the information as soon as it becomes available and determine the scope of additional information to be required and also contact the auditors to establish a schedule for completion and submission for the Audited Financial Statements.

The City Representative will timely file the Annual Report, or will cause the Dissemination Agent to file the Annual Report, with the MSRB using the EMMA system. If the Audited Financial Statements are not then available by the filing deadline of a particular Undertaking, unaudited financial information may be filed with the MSRB using EMMA and the Audited Financial Statements shall be filed within 10 business days of their receipt and acceptance.

### **Listed Event Filings**

The City Representative will review the Undertaking related to each outstanding issue of Obligations for the listed events which, upon the occurrence thereof, require prompt notices to be filed with the MSRB using the EMMA system. The City Representative will monitor the Obligations and the City's operations for occurrences of any such events and will actively evaluate whether an event may be a listed event as set forth in the City's outstanding Undertakings. After obtaining actual knowledge of such an event, the City Representative will promptly contact the City's bond counsel and the Dissemination Agent, if any, to determine whether the City must file notice of the event with the MSRB under one or more of its Undertakings. Upon a determination that the City must file such notice, the City

Representative will file the appropriate notice, or will cause the Dissemination Agent to file such notice, with the MSRB using the EMMA system within ten (10) business days after the occurrence of the listed event or as the City's bond counsel may otherwise direct.

### **Reports of City Representative; Record Retention**

The City Representative shall provide to the Mayor and City Council, any Dissemination Agent and the underwriter each issue of Obligations, confirmation from EMMA received upon the filing of each Annual Report and any other filings made with the MSRB using the EMMA system promptly upon receipt of each such confirmation.

The City Representative shall maintain records with respect to the filings with the MSRB using EMMA, including, but not limited to, EMMA posting receipts showing the dates and nature or contents of all filings for each issue of Obligations outstanding during each fiscal year. Such records shall be kept for at least 5 years after the respective issue of Obligations is no longer outstanding.

### **Familiarity with EMMA Submission Process**

The City Representative shall register with EMMA and review the on-line process of filing with EMMA located at [www.emma.msrb.org](http://www.emma.msrb.org) in order to submit the required information. The MSRB Market Information Department can also be contacted at 703.797.6668. A tutorial is available at the website and a practice submission is available as well. The City Representative also shall enroll the City in EMMA's reminder system to ensure timely performance of its responsibilities and obligations.

Notwithstanding the foregoing, if the City has retained a Dissemination Agent to assist with making the filings required by the City's Undertakings and to remind the City of its filing deadlines, the City Representative need not register with EMMA or enroll in EMMA's reminder system.

### **Training**

To ensure adequate resources to comply with the Rule, the City Representative shall develop a training process aimed at providing additional assistance in preparing required information. The training process shall be conducted at least annually and shall encompass a review of the EMMA submission process and an understanding of the timing requirements necessary for full compliance. The retention by the City of a Dissemination Agent to assist it with compliance under its Undertakings and the Rule may be deemed part of such training process.

### **Review of Offering Document in Connection with Primary Offerings**

In connection with a new issue of Obligations, the City Representative, together with such City officials as the City Representative deems appropriate, shall promptly review upon receipt the offering document by which such Obligations shall be offered and sold. For any issue of Obligations subject to the Rule, prior to the distribution of the related offering document the City shall deem the information concerning the City in such offering document as accurate and

complete in all material respects (except for such information as permitted to be omitted by the Rule) as of the date of such offering document. The City shall confirm prior to the final pricing of the Obligations that the information concerning the City in the offering document does not contain an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

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**CITY OF ALLIANCE, NEBRASKA**

**ORDINANCE NO. 3014**

**PASSED FEBRUARY 17, 2026**

Authorizing

Not to Exceed

\$700,000

City of Alliance, Nebraska

Sewer Revenue Bonds

Series 2026

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**AN ORDINANCE AUTHORIZING THE ISSUANCE BY THE CITY OF ALLIANCE, NEBRASKA OF ITS SEWER REVENUE BONDS, SERIES 2026, IN ONE OR MORE SERIES IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$700,000; PRESCRIBING THE FORM AND DETAILS OF THE BONDS AND THE COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AUTHORIZING CERTAIN OFFICIALS TO DETERMINE THE PRINCIPAL AMOUNT, THE MATURITIES, THE INTEREST RATES, THE REDEMPTION PROVISIONS, THE FINANCIAL COVENANTS AND OTHER TERMS AND PROVISIONS RELATING TO THE BONDS AND AUTHORIZING THE SALE AND DELIVERY OF THE BONDS TO THE PURCHASER THEREOF; AUTHORIZING THE DESIGNATION OF THE BONDS AS QUALIFIED TAX-EXEMPT OBLIGATIONS; ADOPTING CERTAIN POST ISSUANCE TAX COMPLIANCE POLICIES AND PROCEDURES WITH RESPECT TO THE BONDS; PROVIDING FOR THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM; AND AUTHORIZING CERTAIN ACTIONS AND DOCUMENTS AND PRESCRIBING OTHER MATTERS RELATING THERETO.**

#### **RECITALS**

**WHEREAS**, the City of Alliance, Nebraska (the “**Issuer**”), is a city of the first class and political subdivision duly organized and existing under the laws of the State of Nebraska; and

**WHEREAS**, the Issuer owns and operates a revenue-producing sanitary sewer system (the “**System**,” as hereinafter more fully defined), which serves the Issuer and its inhabitants within the Issuer’s service area; and

**WHEREAS**, the Issuer desires to make and/or construct certain improvements to, or purchase necessary equipment for, the System and is authorized under the provisions of the Act (as hereinafter defined) to issue and sell revenue bonds for the purpose of providing funds for such purpose, provided that the principal of and interest on such revenue bonds shall be payable solely from the revenues derived from the operation of the System and certain other moneys, if available; and

**WHEREAS**, it is hereby found and determined that it is necessary and advisable and in the best interest of the Issuer and of its inhabitants at this time to authorize the issuance and delivery of revenue bonds pursuant to the Act as herein provided to provide funds for such purposes; and

**WHEREAS**, it is necessary that the Issuer adopt policies and procedures to satisfy all applicable requirements of federal income tax law in order to preserve, post-issuance, the tax-exempt status of the bonds described herein; and

**WHEREAS**, all conditions, acts and things required by law to exist or to be done precedent to the issuance of bonds pursuant to the Act do exist and have been done as required by law.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ALLIANCE, NEBRASKA, AS FOLLOWS:**

**ARTICLE I**

**DEFINITIONS**

In addition to words and terms defined elsewhere herein, the following capitalized words and terms as used in this Ordinance shall have the following meanings:

“**Act**” means Sections 18–1803 through 18–1805, Reissue Revised Statutes of Nebraska, as amended.

“**Authorized Denominations**” means \$5,000 or whole multiples thereof.

“**Authorized Officer**” means the Mayor, the City Clerk, the City Treasurer or any individual authorized to act on behalf of any such officer.

“**Bond Counsel**” means Kutak Rock LLP, Omaha, Nebraska, or other attorney or firm of attorneys with a nationally recognized standing in the field of municipal bond financing selected by the Issuer.

“**Bondowner**” or “**Registered Owner**” when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register.

“**Bond Payment Date**” means any date on which principal of or interest on any Bond is payable at the Maturity thereof or on any Interest Payment Date.

“**Bond Register**” means the books for the registration, transfer and exchange of Bonds kept at the office of the Paying Agent.

“**Bonds**” means one or more series of the Issuer’s Sewer Revenue Bonds, Series 2026, in the original aggregate principal amount not to exceed \$700,000, authorized and to be issued pursuant to this Ordinance.

“**Business Day**” means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

“**Cede & Co.**” means Cede & Co., as nominee name of The Depository Trust Company, New York, New York.

“**City Clerk**” or “**Clerk**” means the Clerk of the Issuer, including any person authorized to act on his or her behalf.

“**Code**” means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the Treasury Department proposed or promulgated thereunder.

**“Consultant”** means an independent engineer or engineering firm, having a favorable reputation for skill and experience in the construction, financing and operation of public utilities and the preparation of management studies and financial feasibility studies in connection therewith, selected by the Issuer for the purpose of carrying out the duties imposed on the Consultant by this Ordinance.

**“Council”** means the Mayor and City Council of the Issuer, which governs the actions of the Issuer.

**“Debt Service Fund”** means the fund by that name created by Section 5.01 hereof.

**“Debt Service Requirements”** means the aggregate principal payments (whether at maturity or pursuant to scheduled mandatory sinking fund redemption requirements) and interest payments on all System Revenue Bonds for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State of Nebraska and having full trust powers.

**“Debt Service Reserve Fund”** means the fund by that name created by Section 5.01 hereof.

**“Debt Service Reserve Requirement”** means the amount on the date of original issuance and delivery of the Bonds equal to or less than the least of (i) 10% of the stated principal amount of the Bonds, (ii) the maximum Debt Service Requirements for the Bonds during any fiscal year, or (iii) 125% of the average annual Debt Service Requirements for the Bonds over the term of the Bonds, subject to adjustment as described herein. The initial Debt Service Reserve Requirement for the Bonds shall be determined in accordance with Section 2.12 herein.

**“Defaulted Interest”** means interest on any Bond that is payable but not paid on any Interest Payment Date.

**“Defeasance Obligations”** means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(i) the obligations are (A) not subject to redemption prior to maturity or (B) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(ii) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(iii) such cash and the principal of and interest on such United States Government Obligations serving as security for the obligations, plus any cash in the escrow fund, are sufficient to meet the liabilities of the obligations;

(iv) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(v) such cash and United States Government Obligations serving as security for the obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(vi) the obligations are rated in at least the second highest rating category by Moody's Investors Service, Inc. (presently "Aa") or Standard & Poor's Ratings Group (presently "AA").

***"Expenses"*** means all reasonable and necessary expenses of operation, maintenance and repair of the System and keeping the System in good repair and working order (other than interest paid on System Revenue Bonds and depreciation and amortization charges during the period of determination), determined in accordance with generally accepted accounting principles, including, without limiting the generality of the foregoing, current maintenance charges, expenses of reasonable upkeep and repairs, salaries, wages, costs of materials and supplies, Paying Agent fees and expenses, annual audits, periodic Consultant's reports, properly allocated share of charges for insurance, the cost of purchased water, gas and power, if any, obligations (other than for borrowed money or for rents payable under capital leases) incurred in the ordinary course of business, liabilities incurred by endorsement for collection or deposit of checks or drafts received in the ordinary course of business, short-term obligations incurred and payable within a particular fiscal year, other obligations or indebtedness incurred for the purpose of leasing (pursuant to a true or operating lease) equipment, fixtures, inventory or other personal property, and all other expenses incident to the operation of the System, but shall exclude all general administrative expenses of the Issuer not related to the operation of the System.

***"Insurance Consultant"*** means an individual or firm selected by the Issuer qualified to survey risks and to recommend insurance coverage for entities engaged in operations similar to those of the System and having a favorable reputation for skill and experience in making such surveys and recommendations.

***"Interest Payment Date"*** means the dates established by the Authorized Officer pursuant to Section 2.12 for the payment of interest on the Bonds.

***"Lender"*** has the meaning set forth in Section 2.11 hereof.

**“Maturity Date”** when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for optional or mandatory redemption or otherwise.

**“Maximum Annual Debt Service”** means the maximum amount of Debt Service Requirements as computed for the then current or any future fiscal year.

**“Mayor”** means the Mayor of the City, including any person authorized to act on his or her behalf.

**“Net Revenues Available for Debt Service”** means, for the period of determination, all Revenues less all Expenses as determined in accordance with generally accepted accounting principles.

**“Operation and Maintenance Fund”** means the fund by that name created by Section 5.01 hereof.

**“Ordinance”** means this Ordinance as from time to time amended in accordance with the terms hereof.

**“Outstanding”** means, when used with reference to Bonds, as of any particular date, all Bonds theretofore issued and delivered hereunder, except the following Bonds:

- (a) Bonds theretofore cancelled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Bonds deemed to be paid in accordance with the provisions of Article XI hereof; and
- (c) Bonds in exchange for or in lieu of which other Bonds have been registered and delivered hereunder.

**“Parity Bonds”** means any parity bonds or other long-term obligations payable out of the net income and revenues of the System hereafter issued or incurred in accordance with the provisions of this Ordinance and standing on a parity and equality with the Bonds with respect to the payment of principal and interest out of the net income and Revenues of the System, so long as any such bonds remain outstanding and unpaid or until provision is made for the payment and defeasance of such bonds.

**“Parity Ordinance”** means the ordinances under which any Parity Bonds are hereafter issued.

**“Participants”** means those financial institutions for which the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

**“Paying Agent”** means the City Treasurer in Alliance, Nebraska, or such other paying agent as shall be determined by an Authorized Officer, and any successors and assigns.

**“Permitted Investments”** means any securities and obligations permitted under the laws, statutes and Constitution of the State of Nebraska for investment of the Issuer’s moneys held in the funds referred to in Section 5.01 hereof.

**“Person”** means any natural person, corporation, partnership, firm, joint venture, association, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

**“Placement Agent”** has the meaning set forth in Section 2.11 hereof.

**“Private Purchaser”** has the meaning set forth in Section 2.11 hereof.

**“Project Fund”** means the fund by that name created by Section 5.01 hereof.

**“Purchaser”** means the Underwriter, the Private Purchaser or the Lender, as specified by an Authorized Officer in accordance with the provisions of Section 2.11 hereof.

**“Record Date”** for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) immediately preceding each Interest Payment Date.

**“Redemption Date,”** means the date fixed for such redemption pursuant to the terms of this Ordinance.

**“Redemption Price,”** when used with respect to any Bond to be redeemed, means the price at which such Bond is to be redeemed pursuant to the terms of this Ordinance, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

**“Replacement Bonds”** means Bonds issued to the beneficial owners of the Bonds in accordance with Section 2.09(b) hereof.

**“Revenue Fund”** means the fund by that name created by Section 5.01 hereof.

**“Revenues”** means all income and revenues derived from the operation of the System, including investment and rental income, net proceeds from business interruption insurance (if any), the principal of gifts, bequests, contributions, grants and donations available to pay debt service of System Revenue Bonds and actually received during such period, and any amounts deposited in escrow in connection with the acquisition, construction, remodeling, renovation and equipping of facilities to be applied during the period of determination to pay interest on System Revenue Bonds, but excluding any profits or losses on the early extinguishment of debt or on the sale or other disposition, not in the ordinary course of business, of investments or fixed or capital assets, and also excluding the principal of gifts, bequests, contributions, grants and donations which are specifically restricted by the donor, testator or grantor to a particular purpose which is inconsistent with their use for the payment of debt service on System Revenue Bonds.

**“Securities Depository”** means, initially, The Depository Trust Company, New York, New York, and its successors and assigns.

“*Special Record Date*” means the date fixed by the Paying Agent pursuant to Section 2.04 hereof for the payment of Defaulted Interest.

“*State*” means State of Nebraska.

“*Stated Maturity*,” when used with respect to any Bond or any installment of interest thereon, means the date specified in such Bond and this Ordinance as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

“*Surplus Fund*” means the fund by that name created by Section 5.01 hereof.

“*System*” means the entire sanitary sewer system of the Issuer, and all appurtenances thereto, together with all extensions, additions and improvements thereto hereafter made or acquired by the Issuer.

“*System Revenue Bonds*” means, collectively, the Bonds, the Parity Bonds and all other revenue bonds which are payable out of, or secured by an interest in, the income and Revenues derived from the operation of the System.

“*United States Government Obligations*” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payments on obligations issued or guaranteed by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service, and such obligations are held in a custodial or trust account for the benefit of the Issuer.

## ARTICLE II

### AUTHORIZATION OF BONDS

**Section 2.01. Authorization of Bonds.** The Issuer is authorized and directed to issue one or more series of Bonds, designated as “Sewer Revenue Bonds, Series 2026”, with such other designations as may be appropriate, in an aggregate principal amount not to exceed \$700,000, for the purpose of providing funds to (i) improve, extend, maintain and enhance the System, and (ii) pay the costs of issuing the Bonds.

**Section 2.02. Description of Bonds.** The Bonds shall consist of fully registered bonds without coupons, numbered from R-1 upward, with such other designation as the Authorized Officers, or each individually, shall deem appropriate, in Authorized Denominations. The Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be substantially in the form set forth in Exhibit A attached hereto, with such changes acceptable to the Authorized Officers, or each individually, and bond counsel to the Issuer. The Bonds shall be dated, shall be due and payable on the dates and in the amounts (subject to optional and mandatory redemption as provided in Article III hereof), and shall bear interest at the rates per annum as set forth in the Award Certificate as defined in Section 2.12 hereof, (computed on the basis of a 360-day year of

twelve 30-day months) from the date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable each Interest Payment Date.

**Section 2.03. Designation of Paying Agent.** The Paying Agent shall be the paying agent for the payment of the principal or Redemption Price of and interest on the Bonds and the bond registrar with respect to the registration, transfer and exchange of the Bonds. If the Paying Agent is other than the City Treasurer, the Paying Agent shall serve in such capacities under the terms of an agreement entitled “Bond Registrar and Paying Agent Agreement” between the Issuer and the Paying Agent (the “**Paying Agent Agreement**”) in such form as the Authorized Officers, or each individually, shall deem appropriate and necessary. The Authorized Officers, or each individually, may execute the Paying Agent Agreement on behalf of the Issuer. The Paying Agent shall have only such duties and obligations as are expressly specified by this Ordinance and the Registrar and Paying Agent Agreement, and no other duties or obligations shall be implied to the Paying Agent.

The Issuer will at all times maintain a Paying Agent meeting the qualifications herein described for the performance of the duties hereunder. The Issuer reserves the right, and does hereby authorize the Authorized Officers, or each individually, to appoint a successor Paying Agent by (a) filing with the Paying Agent then performing such function notice of the termination of such Paying Agent and appointing a successor, and (b) causing notice of the appointment of the successor Paying Agent to be given by first-class mail to each Registered Owner. No resignation or removal of the Paying Agent shall become effective until a successor has been appointed and has accepted the duties of Paying Agent.

Unless the Paying Agent is the City Treasurer, every Paying Agent appointed hereunder shall at all times be a commercial banking association or corporation or trust company organized and doing business under the laws of the United States or of a state of the United States, authorized under such laws to exercise trust powers and subject to supervision or examination by federal or state regulatory authority.

The Paying Agent shall be paid the usual fees and expenses for its services in connection therewith, which fees and expenses shall be paid as other Expenses are paid.

**Section 2.04. Method and Place of Payment of Bonds.** The principal or Redemption Price of and interest on the Bonds shall be payable in any coin or currency of the United States of America that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. The principal or Redemption Price of each Bond shall be paid on the Maturity Date by check or draft to the Person in whose name such Bond is registered on the Bond Register on such Maturity Date, upon presentation and surrender of such Bond at the designated office of the Paying Agent. The interest payable on each Bond on any Interest Payment Date shall be paid to the Registered Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest by check or draft mailed by the Paying Agent to such Registered Owner at the address shown on the Bond Register or in the case of an interest payment to any Registered Owner of \$100,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Registered Owner upon written notice given to the Paying Agent by such Registered Owner not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions, including the bank (which shall be in the continental

United States), ABA routing number and account number to which such Registered Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Registered Owner of such Bond on the relevant Record Date and shall be payable to the Registered Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds, the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed by first-class mail, postage prepaid, to each Registered Owner of a Bond entitled to such notice at the address of such Registered Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Bonds and shall at least annually forward a copy or summary of such records to the Issuer.

**Section 2.05. Registration, Transfer and Exchange of Bonds.** As long as any of the Bonds remain Outstanding, the Issuer will cause the Bond Register to be kept at the designated office of the Paying Agent for the registration, transfer and exchange of Bonds as herein provided. Each Bond when issued shall be registered in the name of the Owner thereof on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the designated office of the Paying Agent, the Paying Agent shall transfer or exchange such Bond for a new Bond or Bonds in any authorized denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange. Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the Registered Owner thereof or by the Registered Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. The Issuer shall pay the fees and expenses of the Paying Agent for the registration, transfer and exchange of Bonds provided for by this Ordinance and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Paying Agent, are the responsibility of the Registered Owners of the Bonds. If any Registered Owner fails to provide a correct taxpayer identification

number to the Paying Agent, the Paying Agent may make a charge against such Registered Owner sufficient to pay any governmental charge required to be paid as a result of such failure.

The Issuer and the Paying Agent shall not be required (a) to register the transfer or exchange of any Bond after notice calling such Bond or portion thereof for redemption has been given or during the period of 15 days immediately preceding the first mailing of such notice of redemption (b) to issue, transfer or exchange Bonds from the Record Date to the next Interest Payment Date, or (c) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to Section 2.04 hereof.

The Issuer and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Registered Owner or upon the Registered Owner's order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Paying Agent, the Bond Register may be inspected and copied by the Registered Owners (or a designated representative thereof) of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Registered Owners to be evidenced to the satisfaction of the Paying Agent.

**Section 2.06. Execution, Authentication and Delivery of Bonds.** The Mayor and the City Clerk (each including anyone authorized to act on their behalf) are hereby authorized and directed to prepare and execute the Bonds as herein specified and, when duly executed, to deliver the Bonds to the Paying Agent for authentication.

Each of the Bonds, including any Bonds issued in exchange or as substitution for the Bonds initially delivered, shall be signed by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the City Clerk. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such Persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such Persons may not have been such officers.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form set forth in Exhibit A attached hereto, which shall be manually executed by an authorized officer or employee of the Paying Agent, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Ordinance or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Paying Agent. Such executed certificate of authentication upon any Bond shall

be conclusive evidence that such Bond has been duly authenticated and delivered under this Ordinance. Upon authentication, the Paying Agent shall deliver the Bonds to the Purchaser, upon payment of the purchase price of the Bonds plus accrued interest thereon to the date of their delivery.

**Section 2.07. Mutilated, Destroyed, Lost and Stolen Bonds.** If (a) any mutilated Bond is surrendered to the Paying Agent, or the Issuer and the Paying Agent receive evidence to their satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Paying Agent such security or indemnity as may be required by the Paying Agent, then, in the absence of notice to the Paying Agent that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer request, the Paying Agent shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Issuer in its discretion may pay such Bond instead of issuing a new Bond.

Upon the issuance of any new Bond under this Section, the Issuer may require the payment by the Registered Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the Issuer and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds.

**Section 2.08. Cancellation and Destruction of Bonds Upon Payment.** All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either on or before the Maturity Date, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent and applicable record retention laws. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

**Section 2.09. Book-Entry Bonds; Securities Depository.**

(a) Unless otherwise directed by the Purchaser, the Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no beneficial owner will receive certificates representing their respective interests in the Bonds, except if the Paying Agent issues Replacement Bonds as provided in paragraph (b) hereof. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Paying Agent authenticates and delivers Replacement Bonds to the beneficial owners as described in paragraph (b).

(b) (i) If the Issuer determines (A) that the Securities Depository is unable to properly discharge its responsibilities, or (B) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange

Act of 1934, as amended, or (C) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Bondowner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Bonds, or (ii) if the Paying Agent receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Bondowner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Bonds, then the Paying Agent shall notify the Bondowners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Paying Agent shall register in the name of and authenticate and deliver Replacement Bonds to the beneficial owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under clause (i)(A) or (i)(B) of this paragraph (b), the Issuer, with the consent of the Paying Agent, may select a successor securities depository in accordance with Section 2.09(c) hereof to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Paying Agent, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the Issuer, the Paying Agent or Bondowners are unable to locate a qualified successor of the Securities Depository in accordance with Section 2.09(c) hereof, then the Paying Agent shall authenticate and cause delivery of Replacement Bonds to Bondowners, as provided herein. The Paying Agent may rely on information from the Securities Depository and its Participants as to the names of the beneficial owners of the Bonds. The cost of printing Replacement Bonds shall be paid for by the Issuer.

(c) If the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Paying Agent receives written evidence satisfactory to the Paying Agent with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Paying Agent upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

**Section 2.10. Offering Documents.** The use and distribution of any official statement, offering circular, term sheet, request for lenders or any other offering document (including any preliminary thereof, the “**Offering Document**”) by the Purchaser in connection with the reoffering or placement of the Bonds is hereby authorized. Any Authorized Officer is authorized to approve the final Offering Document as so supplemented, amended and completed, and the use and distribution of the final Offering Document by the Purchaser in connection with the reoffering or placement of the Bonds is hereby authorized. Any Authorized Officer is hereby authorized to execute and deliver a certificate pertaining to such Offering Document as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

The Issuer agrees to provide to the Purchaser within seven Business Days of the date of the sale of Bonds sufficient copies of the final Offering Document to enable the Underwriter or the Placement Agent to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board, if applicable.

**Section 2.11. Sale of Bonds.** In accordance with and subject to the provisions of Section 2.12, the Authorized Officers, or each individually, are hereby authorized to sell the Bonds pursuant to one or more of the following methods:

(a) The Issuer is authorized to sell the Bonds to Northland Securities, Inc., as original purchaser of the Bonds (the “**Underwriter**”), in accordance with Section 2.12 of this Ordinance. Delivery of the Bonds shall be made to the Underwriter as soon as practicable after the adoption of this Ordinance, upon payment therefor in accordance with the terms of sale. The Issuer is authorized to enter into a Bond Purchase Agreement (the “**Purchase Agreement**”) between the Issuer and the Underwriter in form and substance acceptable to the Authorized Officers, or each individually. Such Authorized Officer is authorized to execute the Purchase Agreement, in form and substance acceptable to such Authorized Officer, for and on behalf of the Issuer, such officer’s signature thereon being conclusive evidence of such official’s and the Issuer’s approval thereof. The Underwriter shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, subject to the restrictions of this Ordinance. Such Underwriter and its agents, representatives and counsel (including bond counsel) are hereby authorized to take such actions on behalf of the Issuer as are necessary to effectuate the closing of the issuance and sale of the Bonds, including, without limitation, authorizing the release of the Bonds by the Depository at closing.

(b) The Issuer is further authorized to place the Bonds with a private purchaser (the “**Private Purchaser**”) with the assistance of Northland Securities, Inc., as placement agent of the Bonds (the “**Placement Agent**”) in accordance with Section 2.12 of this Ordinance. The Private Purchaser shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, subject to the restrictions of this Ordinance. The Placement Agent and its agents, representatives and counsel (including bond counsel) are hereby authorized to take such actions on behalf of the Issuer as are necessary to effectuate the closing of the issuance and placement of the Bonds.

(c) The Issuer is further authorized to (i) issue the Bonds directly to a bank or other institutional lender (the “**Lender**”) to evidence or secure a loan from such Lender to the Issuer or (ii) enter into a loan agreement with a Lender in lieu of issuing the Bonds, in accordance with Section 2.12 of this Ordinance and subject to the other restrictions of this Ordinance. Such Lender may be identified with the assistance of the Placement Agent. The Lender shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, and shall have the right to sell participation interests in the Bonds to other banks and institutional lenders, all subject to the restrictions of this Ordinance. The Placement Agent and its agents, representatives and counsel (including bond counsel) are hereby authorized to take such actions on behalf of the Issuer as are necessary to effectuate the closing of the issuance of the Bonds.

**Section 2.12. Parameters and Authorization of Award Certificate.** The Authorized Officers, or each individually, is authorized and directed, in the exercise of his or her independent judgment and absolute discretion, as it relates to each series of Bonds authorized herein, to hereafter, from time to time, specify, set, designate, determine, establish and appoint, as the case may be, and in each case in accordance with and subject to the provisions of this Ordinance pursuant to a certificate executed by an Authorized Officer (the “**Award Certificate**”): (a) the dates of original issue, (b) the aggregate principal amount of Bonds to be issued, not exceeding aggregate principal amount set forth in Section 2.01, (c) the Maturity Dates and the principal amount of the Bonds to mature on each of such dates, (d) the final Maturity Date of the Bonds, (e) the dates upon which the Bonds shall be sold, (f) the rate or rates of interest to be carried by each maturity of the Bonds, such that the true interest cost of the Bonds shall not exceed 6.00%, (h) the Interest Payment Dates for the Bonds, (i) the redemption dates and prices and all terms relating thereto, including the amount and maturity date of any Bonds issued as “term bonds” and the amount of each sinking fund installment therefor, and all terms relating thereto, if any, (j) the identity of the Paying Agent; (k) any financial covenants, including modification of those set forth herein; (l) the form, content, terms and provisions of the Purchase Agreement entered into by the Issuer with the Underwriter or any loan agreement between the Issuer and the Lender, all as set forth in Section 2.11 hereof, (m) the identity of the Purchaser, in accordance with Section 2.11 hereof, (n) the fee of the Purchaser, which shall not be more than 1.50% of the aggregate principal amount of the Bonds, (o) the purchase price for the Bonds, which shall not be less than 96.00% of the aggregate principal amount thereof (inclusive of the Purchaser’s discount or fee and any original issue discount), (p) the form and contents of any Offering Document (as defined in Section 2.10 hereof), (q) the types and the amounts of any reserves as may be required by the Purchaser, (r) such covenants and other security as may be necessary in addition to those set forth in this Ordinance; (s) the initial Debt Service Reserve Requirement, if any, as required by the Purchaser; (t) whether to obtain a municipal bond insurance policy or other credit enhancement feature for any series of Bonds, (u) the form, content, terms, and provisions of any closing and other documentation executed and delivered by the Issuer in connection with the authorization, issuance, sale and delivery of the Bonds, and (v) all of the other terms of the Bonds not otherwise determined or fixed by the provisions of this Ordinance.

### ARTICLE III

#### REDEMPTION OF BONDS

##### **Section 3.01. Optional and Mandatory Redemption of Bonds.**

(a) ***Optional Redemption by Issuer.*** At the option of the Issuer, the Bonds or portions thereof may be called for redemption and payment prior to their respective Stated Maturities on the dates and at the Redemption Prices determined by the Authorized Officers, or each individually, in accordance with the provisions of **Section 2.12** hereof; provided, however, that the Bonds shall be subject to redemption no later than five (5) years from their date of issuance.

(b) ***Mandatory Redemption.*** The Authorized Officers, or each individually, may designate in the Award Certificate certain Bonds as “**Term Bonds**”, portions of which are to be redeemed on the dates (each such date being herein referred to as a “**Sinking Fund Payment Date**”) and in the amounts (hereinafter referred to as a “**Mandatory Sinking Fund Payment**”)

set forth in such certificate. The Paying Agent shall select and call for redemption, in accordance with this subsection (b), from the Term Bonds the amounts specified by such Authorized Officer in the Award Certificate, and the Term Bonds selected by the Paying Agent shall become due and payable on such date.

At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the Issuer may: (i) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate principal amount desired; or (ii) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Term Bonds subject to mandatory redemption on said mandatory Redemption Date from any Registered Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical; or (iii) receive a credit with respect to the mandatory redemption obligation of the Issuer under this Section for any Term Bonds subject to mandatory redemption on such mandatory Redemption Date which, prior to such date, have been redeemed (other than through the operation of the mandatory redemption requirements of this **Section 301(b)**) and cancelled by the Paying Agent and not theretofore applied as a credit against any redemption obligation under this **Section 301(b)**. Each Term Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the Issuer to redeem Term Bonds of the same Stated Maturity on such mandatory Redemption Date, and any excess of such amount shall be credited on future mandatory redemption obligations for Term Bonds of the same Stated Maturity in chronological order, and the principal amount of Term Bonds of the same Stated Maturity to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the Issuer intends to exercise any option granted by the provisions of clauses (i), (ii) or (iii) above, the Issuer will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (i), (ii) and (iii) are to be complied with respect to such mandatory redemption payment.

### **Section 3.02. Selection of Bonds To Be Redeemed.**

(a) The Paying Agent shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Paying Agent at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in Section 3.03 hereof are met. The foregoing provisions of this paragraph shall not apply in the case of any mandatory redemption of Bonds hereunder, and Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the Issuer and whether or not the Paying Agent holds moneys available and sufficient to effect the required redemption.

(b) Bonds shall be redeemed only in Authorized Denominations. When less than all of the Outstanding Bonds are to be redeemed, such Bonds shall be redeemed from the Stated Maturities selected by the Issuer, and Bonds of less than a full Stated Maturity shall be selected by the Paying Agent in Authorized Denominations in such equitable manner as the Paying Agent may determine.

(c) In the case of a partial redemption of Bonds when Bonds of denominations greater than \$5,000 are then Outstanding, then for all purposes in connection with such redemption, each \$5,000 of face value shall be treated as though it were a separate Bond of the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of face value represented by any Bond are selected for redemption, then upon notice of intention to redeem such \$5,000 unit or units, the Registered Owner of such Bond or the Registered Owner's duly authorized agent shall present and surrender such Bond to the Paying Agent (i) for payment of the Redemption Price and interest to the Redemption Date of such \$5,000 unit or units of face value called for redemption, and (ii) for exchange, without charge to the Registered Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Registered Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the Redemption Date to the extent of the \$5,000 unit or units of face value called for redemption (and to that extent only).

**Section 3.03. Notice and Effect of Call for Redemption.** Unless waived by any Registered Owner of Bonds to be redeemed, official notice of any redemption shall be given by the Paying Agent on behalf of the Issuer by mailing a copy of an official redemption notice by first-class mail at least 30 days prior to the Redemption Date (or such shorter period as may be acceptable to the then-Registered Owner), to the Purchaser of the Bonds and each Registered Owner of the Bonds to be redeemed at the address shown on the Bond Register.

All official notices of redemption shall be dated and shall contain the following information:

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;
- (d) a statement that on the Redemption Date, the Redemption Price will become due and payable upon each Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and
- (e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the designated corporate trust office of the Paying Agent.

The failure of any Registered Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on that date.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price), such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Registered Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been redeemed shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

In addition to the foregoing notice, further notice shall be given by the Paying Agent on behalf of the Issuer as set out below, but no defect in said further notice or any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed.

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (i) the CUSIP numbers of all Bonds being redeemed; (ii) the date of issue of the Bonds as originally issued; (iii) the rate of interest borne by each Bond being redeemed; (iv) the Stated Maturity of each Bond being redeemed; and (v) any other descriptive information needed to identify accurately the Bonds being redeemed; and

(b) Each check or other transfer of funds issued for the payment of the Redemption Price of Bonds being redeemed shall bear or have enclosed the CUSIP number of the Bonds being redeemed with the proceeds of such check or other transfer.

The Paying Agent is also directed to comply with any mandatory or voluntary standards established by the Securities and Exchange Commission then in effect for processing redemptions of municipal securities. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

So long as the Securities Depository is effecting book-entry transfers of the Bonds, the Issuer or the Paying Agent shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the beneficial owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a beneficial owner of a Bond (having been mailed notice from the Paying Agent, a Participant or otherwise) to notify the beneficial owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

## ARTICLE IV

### SECURITY FOR BONDS

The Bonds are special, limited obligations of the Issuer payable solely from, and secured as to the payment of principal, premium and interest by a pledge of the Revenues, which include all income and revenues derived from the operation of the System, including investment and rental income, net proceeds from business interruption insurance (if any), any moneys generated from tax credits associated with the System, the principal of gifts, bequests, contributions, grants and donations available to pay debt service of System Revenue Bonds and actually received during such period, and any amounts deposited in escrow in connection with the acquisition, construction, remodeling, renovation and equipping of facilities to be applied during the period of determination to pay interest on System Revenue Bonds, but excluding any profits or losses on the early extinguishment of debt or on the sale or other disposition, not in the ordinary course of business, of investments or fixed or capital assets, and also excluding the principal of gifts, bequests, contributions, grants and donations which are specifically restricted by the donor, testator or grantor to a particular purpose which is inconsistent with their use for the payment of debt service on System Revenue Bonds. The Issuer hereby pledges said Revenues to the payment of the principal of, the premium and the interest on the Bonds.

The Bonds are further secured by amounts in the Debt Service Reserve Fund, if so required by the Purchaser.

The Bonds shall not be or constitute a general obligation of the Issuer, nor shall they constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provision, limitation or restriction. The taxing power of the Issuer is not pledged to the payment of debt service on the Bonds.

The covenants and agreements of the Issuer contained in this Ordinance and in the Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of, the premium and the interest on the Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Ordinance. The Bonds shall stand on a parity and be equally and ratably secured with respect to the payment of principal, premium and interest from the net income and revenues derived from the operation of the System and in all other respects with any Parity Bonds. The Bonds shall not have any priority with respect to the payment of principal, premium or interest from said net income and revenues or otherwise over the Parity Bonds, and the Parity Bonds shall not have any priority with respect to the payment of principal, premium or interest from said net income and revenues or otherwise over the Bonds.

**ARTICLE V**  
**FUNDS; DEPOSIT AND APPLICATION OF**  
**BOND PROCEEDS**

**Section 5.01. Establishment of Funds.** There are hereby created and ordered to be established and maintained by the Treasurer of the Issuer the following separate funds to be known respectively as follows:

- (a) Project Fund (the “**Project Fund**”);
- (b) Cost of Issuance Fund (the “**Cost of Issuance Fund**”);
- (c) Revenue Fund (the “**Revenue Fund**”);
- (d) Operation and Maintenance Fund (the “**Operation and Maintenance Fund**”);
- (e) Debt Service Fund for Revenue Bonds, Series 2026 (the “**Debt Service Fund**”);
- (f) Debt Service Reserve Fund for Revenue Bonds, Series 2026 (the “**Debt Service Reserve Fund**”); and
- (g) Surplus Fund (the “**Surplus Fund**”).

The funds referred to in paragraphs (a) through (g) of this Section shall be maintained and administered by the Issuer solely for the purposes and in the manner as provided in this Ordinance so long as any of the Bonds remain Outstanding within the meaning of this Ordinance. In addition, the Issuer, in consultation with the Purchaser, shall make a final determination as to whether all of such funds will be required in connection with the issuance and sale of any series of Bonds authorized herein.

**Section 5.02. Deposit of Bond Proceeds.** The net proceeds received from the sale of the Bonds shall be deposited simultaneously with the delivery of the Bonds, as follows:

- (a) All accrued interest received from the sale of the Bonds shall be deposited in the Debt Service Fund and applied in accordance with Section 6.02(b) hereof.
- (b) An amount equal to the Debt Service Reserve Requirement from the proceeds of the Bonds shall be deposited in the Debt Service Reserve Fund and applied in accordance with Section 6.02(c) hereof, if the Debt Service Reserve Fund is required by the Purchaser.
- (c) An amount equal to the costs of issuance of the Bonds shall be deposited in the Cost of Issuance Fund. Moneys in the Cost of Issuance Fund shall be used solely for the purposes of paying the costs of issuing the Bonds. Any surplus moneys remaining in the Cost of Issuance Fund and not required for the payment of unpaid costs thereof shall be deposited in the Debt Service Fund.

(d) The remaining balance of the proceeds of the Bonds shall be deposited in the Project Fund and applied in accordance with Section 5.03 hereof.

**Section 5.03. Application of Moneys in the Project Fund.** Moneys in the Project Fund shall be used solely for the purpose of paying the cost of extending and improving the System as described herein, in accordance with the plans and specifications therefor prepared by the Consultant, heretofore approved by the Council and on file in the office of the Clerk, including any alterations in or amendments to said plans and specifications deemed advisable by the Consultant and approved by the Council.

Except for moneys used to reimburse the Issuer for costs incurred in connection with the System as set forth in the tax certificate executed by the Issuer on the date of delivery of the Bonds, withdrawals from the Project Fund shall be made only when authorized by the Council accompanied by a certificate that such payment is being made for a purpose within the scope of this Ordinance and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof.

Upon completion of the extensions and improvements to the System as hereinbefore provided, but in no event later than three years from the date of issuance of the Bonds, any surplus moneys remaining in the Project Fund and not required for the payment of unpaid costs thereof shall be deposited in the Debt Service Fund.

## ARTICLE VI

### APPLICATION OF REVENUES

**Section 6.01. Revenue Fund.** The Issuer covenants and agrees that from and after the delivery of the Bonds, and continuing as long as any of the Bonds remain Outstanding hereunder, all of the Revenues derived and collected from the operation of the System shall as and when received be paid and deposited into the Revenue Fund. Said Revenues shall be segregated and kept separate and apart from all other moneys, revenues, funds and accounts of the Issuer and shall not be commingled with any other moneys, revenues, funds and accounts of the Issuer. The Revenue Fund shall be administered and applied solely for the purposes and in the manner provided in this Ordinance.

**Section 6.02. Application of Moneys in Funds.** The Issuer covenants and agrees that from and after the delivery of the Bonds and continuing, so long as any of the Bonds shall remain Outstanding, it will on the first day of each month administer and allocate all of the moneys then held in the Revenue Fund as follows:

(a) ***Operation and Maintenance.*** There shall first be paid and credited to the Operation and Maintenance Fund (i) the Expenses of the System as the same become due and payable and (ii) the customary charges of the Paying Agent.

(b) **Debt Service Fund.** There shall next be paid and credited to the Debt Service Fund, to the extent necessary to meet on each Bond Payment Date the payment of all interest on and principal of the Bonds, the following sums:

(i) Beginning with the month following the month in which the Bonds are issued and delivered, and continuing each month thereafter so long as any of the Bonds remain Outstanding and unpaid, an amount not less than one-sixth (or such equal pro rata percentage for any shorter or longer period) of the amount of interest that will become due on the Bonds on the next succeeding Interest Payment Date; and

(ii) Beginning with the month following the month in which the Bonds are issued and delivered, and continuing each month thereafter so long as any of the Bonds remain Outstanding and unpaid, an amount not less than one-twelfth (or such equal pro rata percentage for any shorter or longer period) of the amount of principal that will become due on the Bonds on the next succeeding Maturity Date.

Any amounts deposited in the Debt Service Fund as accrued interest in accordance with Section 5.02(a) hereof shall be credited against the Issuer's payment obligations as set forth in Section 6.02(b)(i) above.

All amounts paid and credited to the Debt Service Fund shall be expended and used by the Issuer for the sole purpose of paying the interest on and the principal of the Bonds as and when the same become due at Maturity and on each Interest Payment Date, as applicable.

The amounts required to be paid and credited to the Debt Service Fund pursuant to this Section shall be made at the same time and on a parity with the amounts at the time required to be paid and credited to the debt service funds established for the payment of principal and interest on any Parity Bonds pursuant to the provisions of the respective Parity Ordinances. If at any time the moneys in the Revenue Fund are insufficient to make in full the payments and credits at the time required to be made to the Debt Service Fund and to the debt service funds established to pay the principal of and interest on any Parity Bonds, the available moneys in the Revenue Fund shall be divided among such debt service funds in proportion to the respective principal amounts of said series of bonds at the time outstanding which are payable from the moneys in said debt service funds.

(c) **Debt Service Reserve Fund.** If a Debt Service Reserve Fund is required by the Purchaser, after all payments and credits required at the time to be made under the provisions of paragraphs (a) and (b) of this Section have been made, there shall next be paid and credited to the Debt Service Reserve Fund the sum, if any, necessary to maintain the balance of the Debt Service Reserve Fund at the Debt Service Reserve Requirement. Except as hereinafter provided in this Section, all amounts paid and credited to the Debt Service Reserve Fund shall be expended and used by the Issuer solely to prevent any default in the payment of interest on, premium, if any, or principal of the Bonds on any Maturity Date or Interest Payment Date if the moneys in the Debt Service Fund are insufficient to pay the interest on, premium, if any, or principal of said Bonds

when due. So long as the Debt Service Reserve Fund aggregates the Debt Service Reserve Requirement, no further payments into said Fund shall be required.

(i) The amounts required to be paid and credited to the Debt Service Reserve Fund pursuant to this Section shall be made at the same time and on a parity with the amounts at the time required to be paid and credited to the debt service reserve funds established for the Parity Bonds, if any, under the provisions of the Parity Ordinances, if any.

(ii) All income derived from the investment of amounts on deposit in the Debt Service Reserve Fund shall remain in, and be credited to, such fund until such time as the amount on deposit in the Debt Service Reserve Fund is equal to the Debt Service Reserve Requirement, and thereafter all such investment income shall be transferred to the Debt Service Fund. If upon a valuation of the investments on deposit in the Debt Service Reserve Fund, the amount on deposit in the Debt Service Reserve Fund exceeds the Debt Service Reserve Requirement, the Paying Agent shall transfer from the Debt Service Reserve Fund to the Debt Service Fund an amount equal to such excess.

(iii) Moneys in the Debt Service Reserve Fund may be used to call the Bonds for redemption and payment prior to their Stated Maturity, provided all of the Bonds at the time Outstanding are called for payment and funds are available to pay the same according to their terms. If fewer than all Bonds are to be redeemed and prepaid, on such redemption date the Debt Service Reserve Requirement shall be recalculated as of such date, and all moneys in excess of such requirement shall be used to redeem and prepay Bonds on such date. Moneys in the Debt Service Reserve Fund shall be used to pay and retire the last Outstanding Bonds unless such Bonds and all interest thereon are otherwise paid.

(iv) If at any time the moneys in the Revenue Fund are insufficient to make in full the payments and credits at the time required to be made to the Debt Service Reserve Fund and to the debt service reserve funds established to protect the payment of any Parity Bonds, the available moneys in the Revenue Fund shall be divided among such debt service reserve funds in proportion to the respective principal amounts of said series of bonds at the time outstanding which are payable from the moneys in such debt service reserve funds.

(d) ***Surplus Fund.*** After all payments and credits required at the time to be made under the provisions of paragraphs (a), (b), and (c) of this Section have been made, all moneys remaining in the Revenue Fund shall be paid and credited to the Surplus Fund. Moneys in the Surplus Fund may be expended and used for the following purposes as determined by the Authorized Officers, or each individually:

(i) Paying the cost of the operation, maintenance and repair of the System to the extent necessary after the application of the moneys held in the Operation and Maintenance Fund under the provisions of paragraph (a) of this Section;

(ii) Paying the cost of extending, enlarging, improving and/or repairing the System;

(iii) Preventing default in, anticipating payments into or increasing the amounts in the Debt Service Fund or the Debt Service Reserve Fund referred to in paragraphs (b) or (c) of this Section, or any one of them, or establishing or increasing the amount of any debt service fund or debt service reserve fund created by the Issuer for the payment of any Parity Bonds;

(iv) Calling, redeeming and paying prior to Stated Maturity, or, at the option of the Issuer, purchasing in the open market at the best price obtainable not exceeding the redemption price (if any bonds are callable), the Bonds or any Parity Bonds, including principal, interest and redemption premium, if any; or

(v) Any other lawful purpose in connection with the operation of the System and benefiting the System.

So long as any of the Bonds remain Outstanding, no moneys derived from the operation of the System shall be diverted to the general governmental or municipal functions of the Issuer.

(e) ***Deficiency of Payments Into Funds.*** If at any time the revenues derived from the operation of the System are insufficient to make any payment on the date or dates hereinbefore specified, the Issuer will make good the amount of such deficiency by making additional payments or credits out of the first available revenues thereafter received from the operation of the System, such payments and credits being made and applied in the order hereinbefore specified in this Section.

**Section 6.03. Transfer of Funds to Paying Agent.** The Treasurer or other Authorized Officer is hereby authorized and directed to withdraw from the Debt Service Fund, and, to the extent necessary to prevent a default in the payment of either principal of or interest on the Bonds, from the Debt Service Reserve Fund and the Surplus Fund as provided in Section 6.02 hereof, sums sufficient to pay the principal of, premium, if any, and interest on the Bonds as and when the same become due on any Bond Payment Date, and to forward such sums to the Paying Agent in a manner which ensures the Paying Agent will have available funds in such amounts on or before the Business Day immediately preceding each Bond Payment Date. If, through lapse of time or otherwise, the Registered Owners of Bonds are no longer entitled to enforce payment of their obligations, it shall be the duty of the Paying Agent forthwith to return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance.

**Section 6.04. Payments Due on Saturdays, Sundays and Holidays.** In any case where a Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

**Section 6.05. Nonpresentment of Bonds.** If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent, all liability of the Issuer to the Registered Owner thereof for the

payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Registered Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Ordinance or on, or with respect to, said Bond. If any Bond is not presented for payment within four years following the date when such Bond becomes due at Maturity, the Paying Agent shall repay to the Issuer the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Registered Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

## **ARTICLE VII**

### **DEPOSIT AND INVESTMENT OF MONEYS**

(a) Money in each of the funds and accounts created by and referred to in this Ordinance shall be deposited in a bank or banks that are members of the Federal Deposit Insurance Corporation. All such deposits shall be continuously and adequately secured by the banks holding such deposits as provided by the laws of the United States of America or their state of incorporation.

(b) Money held in any fund or account referred to in this Ordinance may be invested in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than the date when the money invested may be needed for the purpose for which such fund or account was created. All earnings on any investments held in any fund or account shall accrue to and become a part of such fund or account. All earnings on investments held in the Debt Service Reserve Fund shall accrue to and become a part of such Fund until the amount on deposit in the Debt Service Reserve Fund shall aggregate the Debt Service Reserve Requirement; thereafter, all such earnings shall be credited to the Debt Service Fund. In determining the amount held in any fund or account under any of the provisions of this Ordinance, obligations shall be valued at the lower of the cost or the market value thereof; provided, however, that investments held in the Debt Service Reserve Fund shall be valued at market value only. If and when the amount held in any fund or account shall be in excess of the amount required by the provisions of this Ordinance, the Issuer shall direct that such excess be paid and credited to the Debt Service Fund.

(c) So long as any Parity Bonds remain outstanding and unpaid, any investments made pursuant to this Article shall be subject to any restrictions in the Parity Ordinance with respect to the funds and accounts created by and referred to in the Parity Ordinance.

## ARTICLE VIII

### GENERAL COVENANTS AND PROVISIONS

The Issuer covenants and agrees with each of the Registered Owners of any of the Bonds that so long as any of the Bonds remain Outstanding and unpaid, it will, acting by and through the Council, comply with each of the following covenants:

**Section 8.01. Efficient and Economical Operation.** The Issuer will continuously own and will operate the System as revenue-producing facilities in an efficient and economical manner and will keep and maintain the same in good repair and working order. The Issuer will establish and maintain such rules and regulations for the use of the System as may be necessary to assure maximum utilization and most efficient operation of the System.

**Section 8.02. Rate Covenant.** The Issuer in accordance with and subject to applicable legal requirements will fix, establish, maintain and collect such rates and charges for the use and services furnished by or through the System as will produce revenues sufficient to (a) pay the costs of the operation and maintenance of the System; (b) pay the principal of and interest on the System Revenue Bonds then outstanding as and when the same become due at the Maturity thereof or on any Interest Payment Date; (c) enable the Issuer to have in each fiscal year Net Revenues Available for Debt Service not less than 125% of Maximum Annual Debt Service on all System Revenue Bonds at the time outstanding; and (d) provide reasonable and adequate reserves for the payment of all System Revenue Bonds then outstanding and the interest thereon and for the protection and benefit of the System as provided in this Ordinance. The Issuer will require the prompt payment of accounts for service rendered by or through the System and will promptly take whatever action is legally permissible to enforce and collect delinquent charges. The Issuer will, from time to time as often as necessary, in accordance with and subject to applicable legal requirements, revise the rates and charges aforesaid in such manner as may be necessary or proper so that the Net Revenues Available for Debt Service will be sufficient to cover the obligations under this Section and otherwise under the provisions of this Ordinance. If in any fiscal year the Net Revenues Available for Debt Service are less than 125% of Maximum Annual Debt Service on all System Revenue Bonds then outstanding, the Issuer will immediately employ a Consultant to make recommendations with respect to such rates and charges. A copy of the Consultant's report and recommendations shall be filed with the City Clerk and the Purchaser of the Bonds and shall be furnished to any Registered Owner of the Bonds requesting a copy of the same, at the cost of such Registered Owner. The Issuer shall, to the extent feasible, follow the recommendations of the Consultant.

**Section 8.03. Reasonable Charges for All Services.** None of the facilities or services provided by the System will be furnished to any user (excepting the Issuer itself) without a reasonable charge being made therefor. If the revenues derived from the System are at any time insufficient to pay the reasonable Expenses of the System and also to pay all interest on and principal of the Bonds as and when the same become due, then the Issuer will thereafter pay into the Revenue Fund a fair and reasonable payment in accordance with effective applicable rates and charges for all services provided by the System, and such payments will continue so long as the same may be necessary in order to prevent or reduce the amount of any default in the payment of the interest on or principal of the Bonds.

**Section 8.04. Restrictions on Mortgage or Sale of System.** The Issuer will not mortgage, pledge or otherwise encumber the System or any part thereof, nor will it sell, lease or otherwise dispose of the System or any material part thereof; provided, however, the Issuer may:

(a) sell at fair market value any portion of the System which has been replaced by other similar property of at least equal value, or which ceases to be necessary for the efficient operation of the System, and in the event of sale, the Issuer will apply the proceeds to either (i) redemption of Outstanding Bonds in accordance with the provisions governing repayment of Bonds in advance of Stated Maturity, or (ii) replacement of the property so disposed of by other property the revenues of which shall be incorporated into the System as hereinbefore provided;

(b) cease to operate, abandon or otherwise dispose of any property which has become obsolete, nonproductive or otherwise unusable to the advantage of the Issuer;

(c) lease, (i) as lessor, any real or personal property which is unused or unimproved, or which has become obsolete, nonproductive or otherwise unusable to the advantage of the Issuer, or which is being acquired as a part of a lease/purchase financing for the acquisition and/or improvement of such property; and/or (ii) as lessee, with an option of the Issuer to purchase, any real or personal property for the extension and improvement of the System; property being leased as lessor and/or lessee pursuant to this paragraph (c) shall not be treated as part of the System for purposes of this Section 8.05 and may be mortgaged, pledged or otherwise encumbered; or

(d) grant a security interest in equipment to be purchased with the proceeds of any loan, lease or other obligation undertaken in accordance with Article IX hereof; or

(e) sell, lease or convey all or substantially all of the System to another entity or enter into a management contract with another entity if:

(i) The transferee entity is a political subdivision organized and existing under the laws of the State, or instrumentality thereof, or an organization described in Section 501(c)(3) of the Code, and expressly assumes in writing the due and punctual payment of the principal of and premium, if any, and interest on all outstanding System Revenue Bonds according to their tenor, and the due and punctual performance and observance of all of the covenants and conditions of this Ordinance;

(ii) If there remains unpaid any System Revenue Bond which bears interest that is not includable in gross income under the Code, the Issuer receives an opinion of Bond Counsel, in form and substance satisfactory to the Issuer, to the effect that under then existing law the consummation of such sale, lease or conveyance, whether or not contemplated on any date of the delivery of such System Revenue Bond, would not cause the interest payable on such System Revenue Bond to become includable in gross income under the Code;

(iii) The Issuer receives a certificate of the Consultant which demonstrates and certifies that immediately upon such sale or conveyance the transferee entity will not, as a result thereof, be in default in the performance or

observance of any covenant or agreement to be performed or observed by it under this Ordinance;

(iv) Such transferee entity possesses such licenses to operate the System as may be required if it is to operate the System; and

(v) The Issuer receives an opinion of Bond Counsel, in form and substance satisfactory to the Issuer, as conclusive evidence that any such sale, lease or conveyance, and any such assumption, is permitted by law and complies with the provisions of this Section.

**Section 8.05. Insurance.** The Issuer will carry and maintain insurance with respect to the System and its operations against such casualties, contingencies and risks (including, but not limited to, property and casualty, fire and extended coverage insurance upon all of the properties being parts of the System insofar as the same are of an insurable nature, public liability, worker's compensation and employee dishonesty insurance), such insurance to be of the character and coverage and in such amounts as would normally be carried by other enterprises engaged in similar activities of comparable size and similarly situated. In the event of loss or damage, the Issuer, with reasonable dispatch, will use the proceeds of such insurance in reconstructing and replacing the property damaged or destroyed, or in paying the claims on account of which such proceeds were received, or if such reconstruction or replacement is unnecessary or impracticable, then the Issuer will pay and deposit the proceeds of such insurance into the Revenue Fund. The Issuer will annually review the insurance it maintains with respect to the System to determine that it is customary and adequate to protect its property and operations. The Issuer may elect to be self-insured for all or any part of the foregoing requirements if (a) the Issuer annually obtains a written evaluation with respect to such self-insurance program from an Insurance Consultant, (b) the evaluation is to the effect that the self-insurance program is actuarially sound, (c) unless the evaluation states that such reserves are not necessary, the Issuer deposits and maintains adequate reserves for the self-insurance program with a corporate trustee, who may be the Paying Agent, and (d) in the case of workers' compensation, adequate reserves created by the Issuer for such self-insurance program are deposited and maintained in such amount and manner as are acceptable to the State. The Issuer shall pay any fees and expenses of such Insurance Consultant in connection therewith. The cost of all insurance obtained pursuant to the requirements of this Section shall be paid as an Expense out of the Revenues of the System.

**Section 8.06. Books, Records and Accounts.** The Issuer will install and maintain proper books, records and accounts (entirely separate from all other records and accounts of the Issuer) in which complete and correct entries will be made of all dealings and transactions of or in relation to the System. Such accounts shall show the amount of Revenues received from the System, the application of such Revenues, and all financial transactions in connection therewith. Said books shall be kept by the Issuer according to standard accounting practices as applicable to the operation of facilities comparable to the System.

**Section 8.07. Annual Budget.** Prior to the commencement of each fiscal year, the Issuer will cause to be prepared and filed with the City Clerk a budget setting forth the estimated receipts and expenditures of the System, or a separate schedule for the System within the Issuer's overall budget, for the next succeeding fiscal year. The City Clerk, promptly upon the filing of said budget

in the City Clerk's office, will mail a copy of said budget to the Purchaser of the Bonds. Said annual budget shall be prepared in accordance with the laws and regulations of the State.

**Section 8.08. Annual Audit.** After the end of each fiscal year, the Issuer will cause an audit to be made of the System, or a separate schedule within the Issuer's audited financial statements, for the preceding fiscal year by a certified public accountant or firm of certified public accountants to be employed for that purpose and paid from the revenues of the Issuer. Said annual audit shall cover in reasonable detail the operations of the System during such fiscal year.

Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the City Clerk, and a duplicate copy of the audit shall be mailed to the Purchaser of the Bonds. Such audits shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any user of the services of the System, any Registered Owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer, user or Registered Owner.

As soon as possible after the completion of the annual audit, the Council of the Issuer shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Ordinance, the Issuer will promptly cure such deficiency and will promptly proceed to increase the rates and charges to be charged for the use and services furnished by the System as may be necessary to adequately provide for such requirements.

**Section 8.09. Right of Inspection.** The Purchaser of the Bonds and any Registered Owner or Owners of 10% of the principal amount of the Bonds then Outstanding shall have the right at all reasonable times to inspect the System and all records, accounts and data relating thereto, and shall be furnished all such information concerning the System and the operation thereof which the Purchaser or such Registered Owner or Owners may reasonably request.

**Section 8.10. Administrative Personnel.** The Issuer shall use its best efforts to employ at all times administrative personnel experienced and well qualified to operate the System. The Issuer further agrees that such administrative personnel shall be employed in sufficient numbers to ensure that the System will be operated in a prudent and efficient manner, following procedures generally accepted within the public utilities industry in the United States of America.

**Section 8.11. Rules and Regulations.** The Issuer will establish and maintain such rules and regulations for the use of the System as may be necessary to assure maximum occupancy and use thereof.

**Section 8.12. Performance of Duties and Covenants.** The Issuer will faithfully and punctually perform all duties, covenants and obligations with respect to the operation of the System now or hereafter imposed upon the Issuer by the Constitution and laws of the State and by the provisions of this Ordinance.

**Section 8.13. Tax Covenants.**

(a) The Issuer covenants that (i) it will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from federal gross income of the interest on the Bonds, and (ii) it will not use or permit the use of any proceeds of Bonds or any other funds of the Issuer, or take or permit any other action, or fail to

take any action, which would adversely affect the exclusion from federal gross income of the interest on the Bonds. The Issuer will also adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with other applicable future law, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

(b) The Issuer covenants that (i) it will use the proceeds of the Bonds as soon as practicable for the purposes for which the Bonds are issued, and (ii) it will not invest or directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the Issuer in any manner, or take or omit to take any action, that would cause the Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code.

(c) The Issuer covenants and agrees that it will pay or provide for the payment from time to time of all amounts required to be rebated to the United States pursuant to Section 148(f) of the Code and any Treasury Regulations applicable to the Bonds from time to time. The Issuer specifically covenants to pay or cause to be paid to the United States the required amounts of rebatable arbitrage at the times when due, if any.

(d) The Issuer covenants that it will not use any portion of the proceeds of the Bonds, including any investment income earned on such proceeds, directly or indirectly, (i) in a manner that would cause any Bond to be a “private activity bond” within the meaning of Section 141(a) of the Code, or (ii) to make or finance a loan to any Person.

(e) If applicable and in consultation with bond counsel, the Authorized Officers, or each individually, are authorized to make the following representations in connection with the exception for small governmental units from the arbitrage rebate requirements under Section 148(f)(4)(D) of the Code:

(i) the Issuer is a governmental unit under Nebraska law with general taxing powers;

(ii) none of the Bonds is a private activity bond as defined in Section 141 of the Code;

(iii) 95% or more of the net proceeds of the Bonds are to be used for local governmental activities of the Issuer;

(iv) the aggregate face amount of all tax exempt bonds (other than private activity bonds) issued by the Issuer (and all subordinate entities thereof) during the calendar year in which the Bonds are issued is not reasonably expected to exceed \$5,000,000; and

(v) the Issuer (including all subordinate entities thereof) will not issue in excess of \$5,000,000 of tax exempt bonds (including the Bonds but excluding private activity bonds) during the calendar year in which the Bonds are issued without first obtaining an opinion of Bond Counsel that the exclusion of the interest on the Bonds from federal gross income will not be adversely affected thereby.

(f) If applicable and in consultation with bond counsel, the Authorized Officers, or each individually, are authorized to designate one or more series of Bonds as “qualified tax-exempt obligations” as defined in Section 265(b)(3) of the Code. In connection with such designation, the Issuer will represent that:

(i) the aggregate face amount of all tax exempt obligations (other than private activity bonds which are not “qualified 501(c)(3) bonds”) which will be issued by the Issuer (and all subordinate entities thereof) during the calendar year in which the Bonds are issued is not reasonably expected to exceed \$10,000,000; and

(ii) the Issuer (including all subordinate entities thereof) will not issue an aggregate principal amount of obligations designated by the Issuer to be “qualified tax exempt obligations” during the calendar year in which the Bonds are issued, including the Bonds, in excess of \$10,000,000, without first obtaining an opinion of Bond Counsel that the designation of the Bonds as “qualified tax exempt obligations” will not be adversely affected.

Any Authorized Officer is hereby authorized to take such other action as may be necessary to make effective the designation in this paragraph (f).

(g) The foregoing covenants shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to Article XI of this Ordinance or any other provision of this Ordinance, until no Bonds are Outstanding.

(h) The Issuer adopts the Post-Issuance Tax Compliance Procedures attached to this Ordinance as Exhibit B to ensure that all applicable post-issuance requirements of federal income tax law needed to preserve the tax-exempt status of the Bonds that are intended to be tax-exempt are met. The Issuer designates the Treasurer as the “responsible person” for implementing such procedures. The Issuer reserves the right to use its discretion as necessary and appropriate to make exceptions or request additional provisions as it may determine. The Issuer also reserves the right to change such policies and procedures from time to time, without notice.

## ARTICLE IX

### ADDITIONAL BONDS AND OBLIGATIONS

**Section 9.01. Senior Lien Bonds.** So long as any of the Bonds remain Outstanding, the Issuer will not issue any additional bonds or incur or assume any other debt obligations appearing as liabilities on the balance sheet of the Issuer for the payment of moneys determined in accordance with generally accepted accounting principles, including capital leases as defined by generally accepted accounting principles, payable out of the net income and revenues of the System or any part thereof which are superior to the Bonds.

**Section 9.02. Parity Lien Bonds.** The Issuer covenants and agrees that so long as any of the Bonds remain Outstanding, it will not issue any additional Parity Bonds payable out of the net income and revenues of the System or any part thereof which stand on a parity or equality with the Bonds unless the following conditions are met:

(a) The Issuer shall not be in default in the payment of principal of or interest on any Bonds or any Parity Bonds at the time outstanding or in making any payment at the time required to be made into the respective funds and accounts created by and referred to in this Ordinance or any Parity Ordinance (unless such additional revenue bonds or obligations are being issued to provide funds to cure such default); and

(b) The Issuer shall obtain a certificate of a Consultant showing either of the following:

(i) The annual Net Revenues Available for Debt Service derived by the Issuer from the operation of the System, for the two fiscal year(s) immediately preceding the issuance of Parity bonds shall have been equal to at least 125% of the Maximum Annual Debt Service required to be paid out of said revenues in any succeeding fiscal year on account of both principal (at maturity or upon mandatory redemption) and interest becoming due with respect to all System Revenue Bonds of the Issuer, including the Parity Bonds proposed to be issued. In determining the Net Revenues Available for Debt Service for the purpose of this clause, the Consultant may adjust said Net Revenues Available for Debt Service by adding thereto, if the Issuer has made any increase in rates for the use and services of the System and such increase has not been in effect during all of the two fiscal year(s) immediately preceding the issuance of Parity Bonds, the amount, as estimated by the Consultant, of the additional Net Revenues Available for Debt Service which would have resulted from the operation of the System during said two preceding fiscal year(s) had such rate increase been in effect for the entire period; or

(ii) The annual Net Revenues Available for Debt Service projected to be derived by the Issuer from the operation of the System for the two fiscal year(s) immediately following the fiscal year in which the improvements to the System, the cost of which is being financed by such additional bonds, are to be in commercial operation, shall be equal to at least 125% of the Maximum Annual Debt Service required to be paid out of said revenues in any succeeding fiscal year following commencement of operation of such System improvements, on account of both principal (at maturity or upon mandatory redemption) and interest becoming due with respect to all System Revenue Bonds of the Issuer, including the Parity Bonds proposed to be issued. In determining the projected Net Revenues Available for Debt Service for the purpose of this clause, the Consultant may adjust said net revenues by adding thereto any estimated increase in Net Revenues Available for Debt Service resulting from any increase in rates for the use and services of the System which, in the opinion of the Consultant, are economically feasible and reasonably considered necessary based on projected operations of the System.

Additional revenue bonds of the Issuer issued under the conditions set forth in this Section shall stand on a parity with the Bonds and shall enjoy complete equality or lien on and claim against the net revenues of the System with the Bonds, and the Issuer may make equal provision for paying said bonds and the interest thereon out of the Revenue Fund and may likewise provide for the creation of reasonable debt service funds and debt service reserve funds for the payment of such additional bonds and the interest thereon out of moneys in the Revenue Fund.

**Section 9.03. Junior Lien Bonds and Other Obligations.** Nothing in this Section contained shall prohibit or restrict the right of the Issuer to issue additional revenue bonds or other revenue obligations for any lawful purpose in connection with the operation of the facility and benefiting the System and to provide that the principal of and interest on said revenue bonds or obligations shall be payable out of the revenues of the System, provided, at the time of the issuance of such additional revenue bonds or obligations, the Issuer is not in default in the performance of any covenant or agreement contained in this Ordinance (unless such additional revenue bonds or obligations are being issued to provide funds to cure such default), and provided, further, that such additional revenue bonds or obligations shall be junior and subordinate to the Bonds so that if at any time the Issuer shall be in default in paying either interest on or principal of the Bonds, or if the Issuer is in default in making any payments required to be made by it under the provisions of Sections 6.02(a), (b) and (c) of this Ordinance, the Issuer shall make no payments of either principal of or interest on said junior and subordinate revenue bonds or obligations until said default or defaults be cured. In the event of the issuance of any such junior and subordinate revenue bonds or obligations, the Issuer, subject to the provisions aforesaid, may make provision for paying the principal of and interest on said revenue bonds or obligations out of moneys in the Revenue Fund.

**Section 9.04. Refunding Bonds.** The Issuer shall have the right, without complying with the provisions of Section 9.02 hereof, to refund any of the Bonds under the provisions of any law then available, and the refunding bonds so issued, shall enjoy complete equality of pledge with any of the Bonds which are not refunded, if any, upon the revenues of the System; provided, however, that if only a portion of the Bonds are refunded and if said Bonds are refunded in such manner that the refunding bonds bear a higher average rate of interest or become due on a date earlier than that of the Bonds which are refunded, then said Bonds may be refunded without complying with the provisions of Section 9.02 hereof only by and with the written consent of the Registered Owners of a majority in principal amount of the Bonds not refunded.

## **ARTICLE X**

### **DEFAULT AND REMEDIES**

**Section 10.01. Events of Default.** The following constitute “Events of Default” under this Resolution:

- (a) failure by the Issuer to pay any payment of principal of, premium, if any, and interest on the Bonds when due;
- (b) failure by the Issuer to make any other payment required to be made hereunder, and such default shall continue for a period of 15 days;
- (c) failure by the Issuer to observe and perform any other covenant, condition or agreement contained herein on its part to be observed or performed for a period of 30 days after written notice is given to the Issuer specifying such failure and requesting that it be remedied, provided that if the failure stated in such notice cannot be corrected within such 30-day period, no Event of Default shall exist if corrective action is instituted

by the Issuer within the applicable period and diligently pursued until the default is corrected, but in no event for longer than 90 days; or

(d) determination that any representation or warranty made by the Issuer herein was untrue in any material respect when made.

**Section 10.02. Remedies.** The provisions of this Ordinance, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Registered Owners of the Bonds, and the Registered Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Registered Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Registered Owner or Owners against the Issuer and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Ordinance or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the Issuer, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Registered Owners of the Bonds.

**Section 10.03. Limitation on Rights of Bondowners.** No one or more Bondowners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Registered Owners of such Outstanding Bonds.

**Section 10.04. Remedies Cumulative.** No remedy conferred herein upon the Bondowners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Registered Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies consequent thereon. No delay or omission of any Bondowner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Registered Owners of the Bonds by this Ordinance may be enforced and exercised from time to time and as often as may be deemed expedient. If any suit, action or proceeding taken by any Bondowner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to such Bondowner, then, and in every such case, the Issuer and the Registered Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Bondowners shall continue as if no such suit, action or other proceeding had been brought or taken.

**Section 10.05. Default Rate.** Upon any Event of Default, the stated interest rate on each Bond shall automatically increase by 4.00% (400 basis points) per annum.

**Section 10.06. No Obligation To Levy Taxes.** Nothing contained in this Ordinance shall be construed as imposing on the Issuer any duty or obligation to levy any taxes either to meet any obligation incurred herein or to pay the principal of or interest on the Bonds.

## **ARTICLE XI**

### **DEFEASANCE**

When any or all of the Bonds or the interest payments thereon have been paid and discharged, then the requirements contained in this Ordinance and the pledge of revenues made hereunder and all other rights granted hereby shall terminate with respect to the Bonds so paid and discharged. Bonds or the interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Ordinance if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds, in trust for and irrevocably appropriated thereto, money and/or Defeasance Obligations which, together with the interest to be earned thereon, will be sufficient for the payment of the principal or Redemption Price of said Bonds, and/or interest to accrue on such Bonds to the Stated Maturity or Redemption Date, as the case may be, or if default in such payment shall have occurred on such date, then to the date of the tender of such payments; provided, however, that if any such Bonds shall be redeemed prior to the Stated Maturity thereof, (a) the Issuer shall have elected to redeem such Bonds, and (b) either notice of such redemption shall have been given, or the Issuer shall have given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Paying Agent to redeem such Bonds in compliance with Section 3.02(a) of this Ordinance. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Bonds or the interest payments thereon, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Registered Owners of the Bonds, and such money shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All moneys and Defeasance Obligations deposited with the Paying Agent or other bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance.

## **ARTICLE XII**

### **MISCELLANEOUS PROVISIONS**

**Section 12.01. Amendments.** The rights and duties of the Issuer and the Bondowners, and the terms and provisions of the Bonds or of this Ordinance, may be amended or modified at any time in any respect by Ordinance of the Issuer with the written consent of the Registered Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Registered Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the City Clerk, but no such modification or alteration shall:

- (a) extend the maturity of any payment of principal or interest due upon any Bond;
- (b) effect a reduction in the amount which the Issuer is required to pay by way of principal of or interest on any Bond;
- (c) permit the creation of a lien on the revenues of the System prior or equal to the lien of the Bonds or Parity Bonds;
- (d) permit preference or priority of any Bonds over any other Bonds; or
- (e) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Ordinance.

Any provision of the Bonds or of this Ordinance may, however, be amended or modified by Ordinance duly adopted by the Council at any time in any respect with the written consent of the Registered Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Bondowners, the Issuer may amend or supplement this Ordinance for the purpose of curing any formal defect, omission, inconsistency or ambiguity therein or in connection with any other change therein which is not materially adverse to the interests of the Bondowners.

Every amendment or modification of the provisions of the Bonds or of this Ordinance shall be expressed in an ordinance adopted by the Council amending or supplementing the provisions of this Ordinance and shall be deemed to be a part of this Ordinance. A certified copy of every such amendatory or supplemental Ordinance, if any, and a certified copy of this Ordinance shall always be kept on file in the office of the City Clerk, and shall be made available for inspection by the Registered Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Ordinance, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental Ordinance or of this Ordinance will be sent by the City Clerk to any such Bondowner or prospective Bondowner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the City Clerk a copy of the Ordinance of the Issuer hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Registered Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The Issuer shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Ordinance made hereunder which affects the duties or obligations of the Paying Agent under this Ordinance.

**Section 12.02. Notices, Consents and Other Instruments by Bondowners.** Any notice, consent, request, direction, approval, objection or other instrument required by this Ordinance to be signed and executed by the Bondowners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondowners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent

and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Ordinance, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any Person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the Person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The Bond Register shall prove the fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same.

In determining whether the Registered Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Ordinance, Bonds owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Ordinance, except that, in determining whether the Bondowners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Bondowners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Bondowners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Issuer.

**Section 12.03. Further Authority.** The officers of the Issuer, including the Mayor and City Clerk, shall be, and they hereby are, authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

**Section 12.04. Severability.** If any Section or other part of this Ordinance, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Ordinance.

**Section 12.05. Governing Law.** This Ordinance shall be governed by and constructed in accordance with the applicable laws of the State of Nebraska.

**Section 12.06. Effective Date; Publication in Pamphlet Form.** This Ordinance shall take effect and be in full force from and after its passage by the Council and approval by the Mayor and upon its publication in pamphlet form as provided by law.

**PASSED AND APPROVED** February 17, 2026.

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**EXHIBIT A TO ORDINANCE  
(FORM OF BONDS)**

EXCEPT AS OTHERWISE PROVIDED IN THE ORDINANCE (REFERRED TO HEREIN), THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY (AS DEFINED HEREIN) OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.

UNITED STATES OF AMERICA  
STATE OF NEBRASKA

Registered  
No. R- \_\_\_\_\_

Registered  
\$ \_\_\_\_\_

**THE CITY OF ALLIANCE, NEBRASKA  
SEWER REVENUE BONDS  
SERIES 2026**

Interest Rate	Maturity Date	Dated Date	CUSIP Number
%	_____, 20__	_____, 20__	_____

**REGISTERED OWNER:** CEDE & CO.

**PRINCIPAL AMOUNT:** \_\_\_\_\_ DOLLARS

The City of Alliance, Nebraska, a city of the first class and political subdivision of the State of Nebraska (the "Issuer"), for value received, promises to pay to the registered owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the principal amount shown above on the maturity date shown above, and to pay interest thereon, but solely from the source and in the manner herein specified, at the interest rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months, from the Dated Date shown above or from the most recent interest payment date to which interest has been paid or duly provided for), payable semiannually on \_\_\_\_\_ and \_\_\_\_\_ in each year, beginning on \_\_\_\_\_, 20\_\_, until said principal amount has been paid.

The principal or redemption price of this Bond shall be paid at maturity by check or draft or upon earlier redemption to the person in whose name this Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the office of \_\_\_\_\_ in \_\_\_\_\_, Nebraska (the "Paying Agent"). The interest payable on this Bond on any interest payment date shall be paid to the person in whose name this Bond is registered on the Bond Register at the close of business on the Record Date for such interest by check or draft mailed by the Paying Agent to such registered owner at the address shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such registered owner or in the case of an interest payment to any registered owner of \$100,000 or more in aggregate principal amount of Bonds, by electronic transfer to such registered owner upon written notice given to the Paying Agent by such registered owner not less than 15 days prior

to the Record Date for such interest, containing the electronic transfer instructions, including the bank (which shall be in the continental United States), ABA routing number and account number to which such Registered Owner wishes to have such transfer directed.

This Bond is one of a duly authorized series of bonds of the Issuer designated “Sewer Revenue Bonds, Series 2026,” aggregating the principal amount of \$\_\_\_\_\_ (the “Bonds”) under the authority of and in full compliance with the Constitution and laws of the State of Nebraska, including particularly Sections 18–1803 through 18–1805, Reissue Revised Statutes of Nebraska, as amended, and pursuant to an ordinance duly adopted by the governing body of the Issuer (herein called the “Ordinance”). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Ordinance. The Bonds are being issued by the Issuer for the purpose of paying the cost of extending and improving the System of the Issuer, [funding a deposit to the Debt Service Reserve Fund] and to pay certain costs of issuing the Bonds.

At the option of the Issuer, Bonds or portions thereof maturing on \_\_\_\_\_, 20\_\_, and thereafter may be called for redemption and payment prior to maturity on \_\_\_\_\_, 20\_\_, and thereafter in whole or in part at any time from the Stated Maturities selected by the Issuer (Bonds of less than a full maturity to be selected in multiples of \$5,000 principal amount in such equitable manner as the Paying Agent shall designate) at par plus accrued interest thereon to the redemption date.

[Term Bond Redemption]

Notice of redemption, unless waived, is to be given by the Paying Agent by mailing an official redemption notice by first-class mail at least 30 days prior to the redemption date (or such shorter period as may be acceptable to the-then Registered Owner), to the original purchaser(s) of the Bonds and each Registered Owner of each of the Bonds to be redeemed at the address shown on the Bond Register. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Issuer defaults in the payment of the redemption price), such Bonds or portions of Bonds shall cease to bear interest.

The Bonds are special obligations of the Issuer payable solely from, and secured as to the payment of principal and interest by a pledge of, the revenues derived from the operation of the System. The Bonds shall not be or constitute a general obligation of the Issuer, nor shall they constitute an indebtedness of the Issuer within the meaning of any constitutional, statutory or charter provision, limitation or restriction. The taxing power of the Issuer is not pledged to the payment of the Bonds either as to principal or interest. Under the conditions set forth in the Ordinance, the Issuer has the right to issue parity bonds and other obligations payable from the same source and secured by the same revenues as the Bonds; provided, however, that such additional bonds may be so issued only in accordance with and subject to the covenants, conditions and restrictions relating thereto set forth in the Ordinance. The Bonds are further secured by amounts on deposit in the Debt Service Reserve Fund, as established by the Ordinance.

The Issuer hereby covenants and agrees with the Registered Owner of this Bond that it will keep and perform all covenants and agreements contained in the Ordinance, and will fix, establish,

maintain and collect such rates, fees and charges for the use and services furnished by or through the System, as will produce revenues sufficient to pay the costs of operation and maintenance of the System, pay the principal of and interest on the Bonds as and when the same become due, and provide reasonable and adequate reserve funds. Reference is made to the Ordinance for a description of the covenants and agreements made by the Issuer with respect to the collection, segregation and application of the revenues of the System, the nature and extent of the security for the Bonds, the rights, duties and obligations of the Issuer with respect thereto, and the rights of the Registered Owners thereof.

The Bonds are issuable in the form of fully registered Bonds without coupons in the denomination of \$5,000 or any whole multiple thereof.

[The Bonds are “qualified tax-exempt obligations” described in Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.]

This Bond may be transferred or exchanged, as provided in the Ordinance, only on the Bond Register upon surrender of this Bond together with a written instrument of transfer or exchange satisfactory to the Paying Agent duly executed by the Registered Owner or the Registered Owner’s duly authorized agent, and thereupon a new Bond or Bonds in any authorized denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Ordinance and upon payment of the charges therein prescribed. The Issuer and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Ordinance. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository’s participants, the beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Paying Agent will recognize the Securities Depository nominee, while the registered owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Bond, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Bonds by participants of the Securities Depository, will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Paying Agent will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this

Bond shall be made in accordance with existing arrangements among the Issuer, the Paying Agent and the Securities Depository.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the Certificate of Authentication hereon has been executed by the Paying Agent.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Bonds have existed, happened and been performed in due time, form and manner as required by law, and that before the issuance of the Bonds, provision has been duly made for the collection and segregation of the revenues of the System and for the application of the same as provided in the Ordinance.

IN WITNESS WHEREOF, the City of Alliance, Nebraska, has executed this Bond by causing it to be signed by the manual or facsimile signature of the Mayor of the City and attested by the manual or facsimile signature of its City Clerk.

THE CITY OF ALLIANCE, NEBRASKA

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**CERTIFICATE OF AUTHENTICATION**

This Bond is one of the Bonds of the issue described in the within-mentioned Ordinance.

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

\_\_\_\_\_, as Paying Agent

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

**ASSIGNMENT**

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

\_\_\_\_\_  
Print or Type Name, Address and Social Security Number  
or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ agent to transfer the within Bond on the Bond Register kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

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

\_\_\_\_\_  
NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular.

Signature Guaranteed By:

\_\_\_\_\_  
Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 C.F.R. 240.17 Ad-15)

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

## **EXHIBIT B TO ORDINANCE**

### **Post-Issuance Compliance Procedures**

#### **General**

In connection with the issuance of the Bonds, the Issuer will execute a tax compliance certificate (the “**Tax Certificate**”) that describes the requirements and provisions of the Code that must be followed in order to maintain the tax-exempt status of interest on such bonds. In addition, the Tax Certificate will contain the reasonable expectations of the Issuer at the time of issuance of the Bonds with respect to the use of the gross proceeds of such bonds and the assets to be financed or refinanced with the proceeds thereof. These Procedures supplement and support the covenants and representations made by the Issuer in the Tax Certificate related to specific issues of tax-exempt obligations. In order to comply with the covenants and representations set forth in the Bond documents and in the Tax Certificate, the Issuer tracks and monitors the actual use of the proceeds of the Bonds, the investment and expenditure of the Bond proceeds and the assets financed or refinanced with the proceeds of such bonds over their life.

#### **Designation of Responsible Person**

The Treasurer of the Issuer shall maintain an inventory of Bonds and assets financed which contains the pertinent data to satisfy the Issuer’s monitoring responsibilities. Any transfer, sale or other disposition of bond-financed assets must be reviewed and approved by the Treasurer.

#### **Post-Issuance Compliance Requirements**

##### External Advisors/Documentation

The Issuer shall consult with bond counsel and other legal counsel and advisors, as needed, throughout the Bond issuance process to identify requirements and to establish procedures necessary or appropriate so that the Bonds will continue to qualify for tax-exempt status. Those requirements and procedures shall be documented in the Tax Certificate and/or other documents finalized at or before issuance of the Bonds. Those requirements and procedures shall include future compliance with applicable arbitrage rebate requirements and all other applicable post-issuance requirements of federal tax law throughout (and in some cases beyond) the term of the Bonds.

The Issuer also shall consult with bond counsel and other legal counsel and advisors, as needed, following issuance of the Bonds to ensure that all applicable post-issuance requirements in fact are met. This shall include, without limitation, consultation in connection with future contracts with respect to the use of Bond-financed or refinanced assets.

The Issuer shall train and employ or otherwise engage expert advisors (a “**Rebate Analyst**”) to assist in the calculation of arbitrage rebate payable in respect of the investment of Bonds proceeds, unless the Tax Certificate documents provide that arbitrage rebate will not be applicable to the Bonds.

Unless otherwise provided by the Ordinance or other authorizing documents relating to the Bonds, unexpended Bond proceeds shall be held in a segregated account, and the Issuer, pursuant to

the terms of the Ordinance, shall manage the investment of Bond proceeds. The Issuer shall prepare regular, periodic statements regarding the investments and transactions involving Bond proceeds.

### Arbitrage Rebate and Yield

Unless the Tax Certificate documents provide that arbitrage rebate will not be applicable to the Bonds, the Issuer shall be responsible for:

- engaging the services of a Rebate Analyst and, prior to each rebate calculation date, causing the account holder to deliver periodic statements concerning the investment of Bond proceeds to the Rebate Analyst;
- providing to the Rebate Analyst additional documents and information reasonably requested by the Rebate Analyst;
- monitoring efforts of the Rebate Analyst;
- assuring payment of required rebate amounts, if any, no later than 60 days after each 5-year anniversary of the issue date of the Bonds, and no later than 60 days after the last Bond is redeemed;
- during the construction period of each capital project financed in whole or in part by the Bonds, monitoring the investment and expenditure of Bond proceeds and consulting with the Rebate Analyst to determine compliance with any applicable exceptions from the arbitrage rebate requirements during each 6-month spending period up to 6 months, 18 months or 24 months, as applicable, following the issue date of the Bonds; and
- retaining copies of all arbitrage reports and account statements as described below under “Record Keeping Requirements”.

The Issuer, in the Tax Certificate and/or other documents finalized at or before the issuance of the Bonds, has agreed to undertake the tasks listed above (unless the Tax Certificate documents provide that arbitrage rebate will not be applicable to an issue of the Bonds).

### Use of Bond Proceeds and Bond-Financed or Refinanced Assets:

The Issuer shall be responsible for:

- monitoring the use of Bond proceeds and the use of Bond-financed or refinanced assets (*e.g.*, facilities, furnishings or equipment) throughout the term of the Bonds to ensure compliance with covenants and restrictions set forth in the Tax Certificate;
- maintaining records identifying the assets or portion of assets that are financed or refinanced with proceeds of the Bonds, including a final allocation of Bond proceeds as described below under “Record Keeping Requirements”;

- consulting with bond counsel and other legal counsel and advisers in the review of any contracts or arrangements involving use of Bond-financed or refinanced assets to ensure compliance with all covenants and restrictions set forth in the Tax Certificate;
- maintaining records for any contracts or arrangements involving the use of Bond-financed or refinanced assets as described below under “Record Keeping Requirements”;
- conferring at least annually with personnel responsible for Bond-financed or refinanced assets to identify and discuss any existing or planned use of Bond-financed or refinanced assets, to ensure that those uses are consistent with all covenants and restrictions set forth in the Tax Certificate; and
- to the extent that the Issuer discovers that any applicable tax restrictions regarding use of Bond proceeds and bond-financed or refinanced assets will or may be violated, consulting promptly with bond counsel and other legal counsel and advisers to determine a course of action to remediate all nonqualified bonds, if such counsel advises that a remedial action is necessary.

The Issuer, in the Tax Certificate and/or other documents finalized at or before the issuance of the Bonds, has agreed to undertake the tasks listed above.

All relevant records and contracts shall be maintained as described below.

#### Record Keeping Requirements

The Issuer shall be responsible for maintaining the following documents for the term of the Bonds (including refunding bonds, if any) plus at least three years:

- a copy of the Bond closing transcript(s) and other relevant documentation delivered to the Issuer at or in connection with closing of the issue of the Bonds, including any elections made by the Issuer in connection therewith;
- a copy of all material documents relating to capital expenditures financed or refinanced by Bond proceeds, including (without limitation) construction contracts, purchase orders, invoices, trustee requisitions and payment records, draw requests for Bond proceeds and evidence as to the amount and date for each draw down of Bond proceeds, as well as documents relating to costs paid or reimbursed with Bond proceeds and records identifying the assets or portion of assets that are financed or refinanced with Bond proceeds, including a final allocation of Bond proceeds;
- a copy of all contracts and arrangements involving the use of Bond-financed or refinanced assets;
- copies of all statements and reports, including arbitrage reports, prepared with respect to the Issuer’s bonds; and

- a copy of all records of investments, investment agreements, arbitrage reports and underlying documents, including statements, in connection with any investment agreements, and copies of all bidding documents, if any.

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**ORDINANCE NO. 3015**

**CITY OF ALLIANCE, NEBRASKA**

**PASSED AND APPROVED**

**February 17, 2026**

**Authorizing**

**Not to Exceed**

**\$2,500,000**

**CITY OF ALLIANCE, NEBRASKA  
GENERAL OBLIGATION HIGHWAY ALLOCATION FUND PLEDGE BONDS  
SERIES 2026**

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**Ordinance**

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ORDINANCE NO. \_\_\_\_

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE BY THE CITY OF ALLIANCE, NEBRASKA OF ITS GENERAL OBLIGATION HIGHWAY ALLOCATION FUND PLEDGE BONDS, SERIES 2026, IN ONE OR MORE SERIES IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000) TO PAY THE COSTS OF CONSTRUCTING AND IMPROVING CERTAIN STREETS AND RELATED IMPROVEMENTS OF THE CITY; AUTHORIZING CERTAIN OFFICIALS TO DETERMINE THE FINAL AGGREGATE PRINCIPAL AMOUNT, MATURITIES, RATES, REDEMPTION PROVISIONS, AND OTHER TERMS AND DETAILS OF SUCH BONDS; PLEDGING FUNDS RECEIVED FROM THE NEBRASKA HIGHWAY ALLOCATION FUND AND PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS; AUTHORIZING THE DESIGNATION OF THE BONDS AS QUALIFIED TAX-EXEMPT OBLIGATIONS; ADOPTING CERTAIN POST-ISSUANCE TAX COMPLIANCE AND DISCLOSURE POLICIES AND PROCEDURES WITH RESPECT TO THE BONDS; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

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

**FINDINGS AND DETERMINATIONS**

The Mayor and the City Council (the “**Council**”) of the City of Alliance, Nebraska (the “**City**”) hereby make the following findings and determinations:

1. It is necessary, desirable and advisable that the City construct and improve certain streets and related improvements of the City (collectively, the “**Project**”) pursuant to plans, specifications and estimates of costs prepared by the City’s special engineers.
2. The estimated costs for such improvements to be paid with the Bonds authorized herein will not exceed \$2,500,000.
3. Pursuant to the provisions of Section 66-4,101 et seq., Reissue Revised Statutes of Nebraska, as amended (the “**Act**”), the City is authorized (a) to issue its general obligation highway allocation fund pledge bonds to pay the costs of the Project, (b) to pledge funds received from the State of Nebraska Highway Allocation Fund (the “**Highway Allocation Fund**”) to the payment of the principal thereof and the interest thereon, and (c) to levy and collect a tax upon all the taxable property in the City at such rate or rates, which, together with receipts from the Highway Allocation Fund pledged to the payment of such bonds and such other legally available funds of

the City, will be sufficient in amount to pay the principal of such bonds and the interest thereon when and as the same become due.

4. The City has no other funds on hand to pay the costs of the Project.

5. The City expects to receive the sum of \$1,196,944 from the Nebraska Highway Allocation Fund during the fiscal year ending September 30, 2026.

6. Taking into consideration the available funds of the City for such purposes, it will be necessary for the City to issue its general obligation highway allocation fund pledge bonds in one or more series in an aggregate principal amount not to exceed \$2,500,000 (the “**Bonds**”) to pay the costs of the Project, including any related warrant or note indebtedness.

7. The City currently has outstanding \$2,420,000 in aggregate principal amount of its General Obligation Highway Allocation Fund Pledge Bonds, Series 2022, dated January 25, 2022 (the “**Parity Bonds**”) to finance streets and related improvements, separate from the Project, which Parity Bonds are also payable from the City’s receipts from the Highway Allocation Fund and which will be outstanding on the date of issuance of the Bonds authorized herein.

8. Annual debt service on the Bonds authorized herein and the Parity Bonds are not expected to exceed the expected annual revenues from the Highway Allocation Fund.

9. All conditions, acts and things required to exist or to be done precedent to the issuance of the Bond, the pledging of funds and the levying of taxes as provided in this Ordinance do exist and have been done as required by law.

## ARTICLE I

### DEFINITIONS

**Definitions of Words and Terms.** In addition to words and terms defined elsewhere herein, the following words and terms used in this Ordinance have the following meanings:

“**Act**” means Sections 66-4,101 et seq., Reissue Revised Statutes of Nebraska, as amended.

“**Authorized Denomination**” means \$5,000 and any whole multiple thereof, unless otherwise determined by an Authorized Officer.

“**Authorized Officer**” means the Mayor or the City Clerk, including anyone authorized to act on behalf of any such officer.

“**Beneficial Owner**” means any Person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“**Bond Counsel**” means Kutak Rock LLP, or other attorney or firm of attorneys with a nationally recognized standing in the field of municipal bond financing selected by the City.

“**Bond Register**” means the books for the registration, transfer and exchange of the Bond kept at the office of the Paying Agent.

“**Bonds**” means one or more series of the City’s General Obligation Highway Allocation Fund Pledge Bonds, Series 2026, or such other designation as an Authorized Officer shall determine, authorized and issued by the City pursuant to this Ordinance.

“**Business Day**” means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its banking operations.

“**Cede & Co.**” means Cede & Co., as nominee of The Depository Trust Company, New York, New York.

“**City**” has the meaning set forth in the Findings and Determinations hereto.

“**City Clerk**” means the clerk of the City, or such other person duly authorized to sign on his or her behalf.

“**City Treasurer**” means the treasurer of the City, or such other person duly authorized to sign on his or her behalf.

“**Code**” means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the Treasury Department proposed or promulgated thereunder.

“**Construction Fund**” means the fund by that name referred to in **Section 501**.

“**Council**” has the meaning set forth in the Findings and Determinations hereto.

“**Debt Service Fund**” means the fund by that name referred to in **Section 501**.

“**Defaulted Interest**” means interest on the Bond which is payable but not paid on any Interest Payment Date.

“**Defeasance Obligations**” means any of the following obligations:

(a) Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(i) (A) the obligations are not subject to redemption prior to maturity or (B) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(ii) the obligations are secured by cash or Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(iii) such cash and the principal of and interest on such Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(iv) such cash and Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(v) such cash and Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(vi) the obligations are rated at least “Aa” by Moody’s Investors Service, Inc. or “AA” by Standard & Poor’s Ratings Group.

“**Designated Office**” means (a) the corporate trust administration office maintained by the Paying Agent at which the Paying Agent discharges its obligations under this Ordinance, or (b) the office of the City Treasurer if the City Treasurer is the Paying Agent, and which may be changed by the Paying Agent upon written notice to the City and to each Registered Owner.

“**Government Obligations**” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States, including evidences of a direct ownership interest in future interest or principal payments on obligations issued or guaranteed by the United States, or securities which represent an undivided interest in such obligations, which obligations are rated at least “Aa” by Moody’s Investors Service, Inc. or “AA” by Standard & Poor’s Ratings Group and such obligations are held in a custodial account for the benefit of the City.

“**Highway Allocation Fund**” has the meaning set forth in the Findings and Determinations above.

“**Interest Payment Date**” means the dates established by the Authorized Officer pursuant to **Section 210** for the payment of interest on the Bonds.

“**Lender**” has the meaning set forth in **Section 209** hereof.

“**Maturity**” when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

“**Mayor**” means the Mayor of the City, or such other person duly authorized to sign on his or her behalf.

“**Ordinance**” means this Ordinance passed and approved by the Mayor and the Council, authorizing the issuance of the Bonds, as amended from time to time.

“**Outstanding**” means, when used with reference to the Bonds, as of any particular date of determination, the Bonds theretofore authenticated and delivered hereunder, except the following Bonds:

- (a) Bonds theretofore cancelled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Bonds deemed to be paid in accordance with the provisions of Article VII hereof; and
- (c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

“**Parity Bonds**” has the meaning set forth in the Findings and Determinations hereto.

“**Paying Agent**” means the City Treasurer or a third-party financial institution designated by an Authorized Officer in accordance with **Sections 203** and **210** hereof, and any successors or assigns.

“**Permitted Investments**” means any of the investments permitted by the constitution and statutes of the State for funds of the City.

“**Person**” means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

“**Placement Agent**” has the meaning set forth in **Section 209** hereof.

“**Private Purchaser**” has the meaning set forth in **Section 209** hereof.

“**Project**” means constructing and/or improving certain of the City’s streets and related improvements.

“**Purchaser**” means the Underwriter, the Private Purchaser or the Lender, as specified by an Authorized Officer in accordance with the provisions of **Section 209** hereof.

“**Record Date**” for the interest payable on any Interest Payment Date means the fifteenth day of the month (whether or not a business day) immediately preceding each Interest Payment Date.

“**Redemption Date**” when used with respect to any Bond to be redeemed means the date fixed for the redemption of such Bond pursuant to the terms of this Ordinance.

“**Redemption Price**” when used with respect to any Bond to be redeemed means the price at which such Bond is to be redeemed pursuant to the terms of this Ordinance.

“**Registered Owner**” when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register.

“**Replacement Bond**” means a Bond issued to an Owner in accordance with **Section 207** hereof.

“**Securities Depository**” means, initially, The Depository Trust Company, New York, New York, and its successors and assigns.

“**Special Record Date**” means the date fixed by the Paying Agent pursuant to **Section 204** hereof for the payment of Defaulted Interest.

“**State**” means the State of Nebraska.

“**Tax Certificate**” means the Federal Tax Certificate executed and delivered by the City in connection with the issuance of the Bonds, as the same may be amended or supplemented in accordance with the provisions thereof.

“**Underwriter**” has the meaning set forth in **Section 209** hereof.

“**United States**” means the United States of America.

## ARTICLE II

### AUTHORIZATION OF BONDS

**Section 201. Authorization of Bonds.** The City is hereby authorized and directed to issue the Bonds in one or more series and in an aggregate principal amount not to exceed \$2,500,000 to pay the costs of the Project and issuing the Bonds.

**Section 202. Description of Bonds.** Unless otherwise determined by an Authorized Officer, the Bonds shall consist of fully registered bonds, each series numbered from R-1 upward in order of issuance, in Authorized Denominations. The Bonds shall be subject to registration, transfer and exchange as provided in **Section 205** hereof. All of the Bonds shall be dated the date of delivery thereof, shall become due and payable in the amounts on the Stated Maturities, subject to redemption and payment prior to their Stated Maturities as provided in **Article III** hereof and as determined by an Authorized Officer, and shall bear interest at the rates determined by the Authorized Officer in accordance with the provisions of **Section 210** hereof. Unless otherwise determined by an Authorized Officer, the Bonds shall bear interest computed on the basis of a 360-day year of twelve 30-day months from the date thereof or from the most recent Interest Payment Date to which interest has been paid.

Each of the Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be in substantially the form set forth in **Exhibit A** attached hereto.

**Section 203. Paying Agent.** The City will at all times maintain a Paying Agent meeting the qualifications herein described for the performance of the duties hereunder. The Paying Agent shall serve as paying agent for the payment of the principal or Redemption Price of and interest on the Bonds and as bond registrar with respect to the registration, transfer and exchange of the Bonds. If the Paying Agent is other than the City Treasurer, the Paying Agent shall serve in such capacities under the terms of an agreement entitled "Bond Registrar and Paying Agent Agreement" between the City and the Paying Agent (the "**Paying Agent Agreement**") in a form approved by an Authorized Officer in accordance with the provisions of **Section 210** hereof. Any Authorized Officer may execute the Paying Agent Agreement.

The City reserves the right, and does hereby authorize the Authorized Officers, or any individually, to appoint a successor Paying Agent by (a) filing with the Paying Agent then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent and appointing a successor, and (b) causing notice of the appointment of the successor Paying Agent to be given by first-class mail to each Registered Owner. No resignation or removal of the Paying Agent shall become effective until a successor has been appointed and has accepted the duties of Paying Agent.

Unless the Paying Agent is the City Treasurer, every Paying Agent appointed hereunder shall at all times be a commercial banking association or corporation or trust company organized and doing business under the laws of the United States or of a state of the United States, authorized under such laws to exercise trust powers and subject to supervision or examination by federal or state regulatory authority.

**Section 204. Method and Place of Payment of Bonds.** The principal or Redemption Price of and interest on the Bonds shall be payable in legal currency of the United States. The principal or Redemption Price of each Bond shall be paid at Maturity by check or draft to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the Designated Office of the Paying Agent. The interest payable on each Bond on any Interest Payment Date shall be paid to the Registered Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register.

Notwithstanding the foregoing provisions of this **Section 204**, any Defaulted Interest with respect to any Bond shall cease to be payable to the Registered Owner of such Bond on the relevant Record Date and shall be payable to the Registered Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as specified in this paragraph. The City shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the City of such Special Record Date and, in the name and at the expense of the City, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first-class mail, postage prepaid, to each Registered Owner of a Bond entitled to such notice at the address of such Registered Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of the payment of the principal or Redemption Price of and interest on all Bonds and at least annually shall forward a copy or summary of such records to the City.

**Section 205. Registration, Transfer and Exchange of Bonds.** The City covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Paying Agent. The Bond when issued shall be registered in the name of the Registered Owner thereof on the Bond Register. At reasonable times and under reasonable regulations established by the Paying Agent, the Bond Register may be inspected and copied by the Registered Owners of 10% or more in aggregate principal amount of the Bonds then Outstanding or any designated representative of such Registered Owners whose authority is evidenced to the satisfaction of the Paying Agent.

Bonds may be transferred and exchanged only on the Bond Register as provided in this **Section 205**. Upon surrender of any Bond at the Designated Office, the Paying Agent shall transfer or exchange such Bond for a new Bond or Bonds in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for

transfer or exchange. Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the Registered Owner thereof or by the Registered Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. The City shall pay the fees and expenses of the Paying Agent for the registration, transfer and exchange of Bonds provided for by this Ordinance and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Paying Agent, are the responsibility of the Registered Owners of the Bonds. In the event any Registered Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Registered Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Registered Owner hereunder or under the Bonds.

The City and the Paying Agent shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to **Section 303** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption, or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the City of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to **Section 204** hereof.

The City and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Registered Owner or upon the Registered Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

**Section 206. Execution, Registration, Authentication and Delivery of Bonds.** Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be signed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, or any persons authorized to act on their behalf. In case any officer whose signature appears on any Bond ceases to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Mayor and the City Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and, when duly executed and registered, to deliver the Bonds to the Paying Agent for authentication.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form set forth in **Exhibit A** attached hereto, which shall be manually executed by the Paying Agent. No Bond shall be entitled to any security or benefit under this Ordinance or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Paying Agent. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Ordinance. Upon authentication, the Paying Agent shall deliver the Bonds to the Purchasers upon payment of the purchase price of the Bonds plus accrued interest thereon to the date of its delivery.

**Section 207. Mutilated, Destroyed, Lost and Stolen Bonds.** If (a) any mutilated Bond is surrendered to the Paying Agent or the Paying Agent receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Paying Agent such security or indemnity as may be required by the Paying Agent, then, in the absence of notice to the Paying Agent that such Bond has been acquired by a bona fide purchaser, the City shall execute and, upon the City's request, the Paying Agent shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount. Upon the issuance of any new Bond under this **Section 207**, the City may require the payment by the Registered Owner of an amount sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith. Every new Bond issued pursuant to this **Section 207** shall constitute a replacement of the prior obligation of the City, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds. If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the City, in its discretion, may pay such Bond instead of issuing a new Bond.

**Section 208. Cancellation and Destruction of Bonds Upon Payment.** All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the City.

**Section 209. Sale of Bonds.** In accordance with and subject to the provisions of **Section 210**, the Authorized Officers, or each individually, are hereby authorized to sell the Bonds pursuant to one or more of the following methods:

(a) The City is authorized to sell the Bonds to Northland Securities, Inc., as original purchaser of the Bonds (the "**Underwriter**"), in accordance with **Section 210** of this Ordinance. Delivery of the Bonds shall be made to the Underwriter as soon as practicable after the adoption of this Ordinance, upon payment therefor in accordance with the terms of sale. The City is authorized to enter into a Bond Purchase Agreement (the "**Purchase Agreement**") between the City and the Underwriter in form and substance acceptable to the Authorized Officers, or each individually. Such Authorized Officer is

authorized to execute the Purchase Agreement, in form and substance acceptable to such Authorized Officer, for and on behalf of the City, such officer's signature thereon being conclusive evidence of such official's and the City's approval thereof. The Underwriter shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, subject to the restrictions of this Ordinance. Such Underwriter and its agents, representatives and counsel (including bond counsel) are hereby authorized to take such actions on behalf of the City as are necessary to effectuate the closing of the issuance and sale of the Bonds, including, without limitation, authorizing the release of the Bonds by the Depository at closing.

(b) The City is further authorized to place the Bonds with a private purchaser (the "**Private Purchaser**") with the assistance of Northland Securities, Inc., as placement agent of the Bonds (the "**Placement Agent**") in accordance with **Section 210** of this Ordinance. The Private Purchaser shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, subject to the restrictions of this Ordinance. The Placement Agent and its agents, representatives and counsel (including bond counsel) are hereby authorized to take such actions on behalf of the City as are necessary to effectuate the closing of the issuance and placement of the Bonds.

(c) The City is further authorized to (i) issue the Bonds directly to a bank or other institutional lender (the "**Lender**") to evidence or secure a loan from such Lender to the City or (ii) enter into a loan agreement with a Lender in lieu of issuing the Bonds, in accordance with **Section 210** of this Ordinance and subject to the other restrictions of this Ordinance. Such Lender may be identified with the assistance of the Placement Agent. The Lender shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, and shall have the right to sell participation interests in the Bonds to other banks and institutional lenders, all subject to the restrictions of this Ordinance. The Placement Agent and its agents, representatives and counsel (including bond counsel) are hereby authorized to take such actions on behalf of the City as are necessary to effectuate the closing of the issuance of the Bonds.

**Section 210. Parameters and Authorization of Award Certificate.** The Authorized Officers, or each individually, is authorized and directed, in the exercise of his or her independent judgment and absolute discretion, to hereafter, from time to time, specify, set, designate, determine, establish and appoint, as the case may be, with respect to each series of Bonds authorized herein, and in each case in accordance with and subject to the provisions of this Ordinance pursuant to a certificate executed by any Authorized Officer (the "**Award Certificate**"): (a) the dates of original issue, (b) the aggregate principal amount of Bonds to be issued, not exceeding aggregate principal amount set forth in **Section 201** hereof, (c) the Maturity Dates and the principal amount of the Bonds to mature on each of such dates, (d) the final Maturity Date of the Bonds, which shall in no event be later than December 31, 2046, (e) the dates upon which the Bonds shall be sold, which shall not be later than one year from adoption of this Ordinance, (f) the rate or rates of interest to be carried by each maturity, such that the true interest cost shall not exceed 6.00%, (g) the method by which such rate or rates of interest shall be calculated, (h) the Interest Payment Dates for the Bonds, (i) the redemption dates and prices and all terms relating thereto, including the amount and sinking fund installment dates of any Bonds

issued as “term bonds” and the amount of each sinking fund installment therefor, and all terms relating thereto, if any, (j) the identity of the Paying Agent, if other than the City Treasurer; (k) any financial covenants, including modification of those set forth herein; (l) the form, content, terms and provisions of the Purchase Agreement (as defined in **Section 209** hereof), if applicable, (m) the fee of the Purchaser, which shall not be more than 1.50% of the aggregate principal amount of the Bonds; (n) the purchase price for the Bonds, which shall not be less than 96.00% of the aggregate principal amount of the Bonds (inclusive of the Purchaser’s discount or fee and any original issue discount); (o) the identity of the Purchaser and structure of the financing as contemplated in **Section 209** hereof; (p) whether to obtain a municipal bond insurance policy or other credit enhancement feature for any series of Bonds; (q) the form, content, terms, and provisions of any closing and other documentation executed and delivered by the City in connection with the authorization, issuance, sale and delivery of the Bonds; and (r) all of the other terms of the Bonds not otherwise determined or fixed by the provisions of this Ordinance.

### **Section 211. Book-Entry Bonds; Securities Depository.**

(a) Unless otherwise directed by the Purchaser, the Bonds shall initially be registered to Cede & Co., as nominee for the Securities Depository, and no Beneficial Owner will receive any certificate representing its respective interest(s) in the Bonds, except if the Paying Agent issues Replacement Bonds as provided in **Section 211(b)** hereof. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of the principal or Redemption Price of and interest on the Bonds to the Participants until and unless the Paying Agent authenticates and delivers Replacement Bonds to the Beneficial Owners as described in **Section 211(b)**.

(b) If the City determines (A) that the Securities Depository is unable to properly discharge its responsibilities, or (B) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended (the “**Exchange Act**”), or (C) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Registered Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, or (ii) if the Paying Agent receives written notice from Participants having interests in not less than 50% in aggregate principal amount of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Registered Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, then the Paying Agent shall notify the Registered Owners of such determination or such notice and of the availability of certificates to Registered Owners requesting the same, and the Paying Agent shall register in the name of and authenticate and deliver Replacement Bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption, provided that in the case of a determination under this Section 209(b)(i)(A) or (B), the City, with the consent of the Paying Agent, may select a successor securities depository in accordance with Section 211(c) hereof to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations

imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Paying Agent, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the City, the Paying Agent or Registered Owners are unable to locate a qualified successor of the Securities Depository in accordance with Section 211(c), then the Paying Agent shall authenticate and cause delivery of Replacement Bonds to Registered Owners as provided herein. The Paying Agent may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Bonds. The cost of printing Replacement Bonds shall be paid for by the City.

(c) If the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities Exchange Act of 1934, as amended, the City may appoint a successor Securities Depository, provided the Paying Agent receives written evidence satisfactory to the Paying Agent with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Paying Agent upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

(d) If so directed by the Purchaser, no Securities Depository shall be utilized in connection with the Bonds.

**Section 212. Offering Documents.** The use and distribution of any official statement, offering circular, term sheet, request for lenders or any other offering document (including any preliminary thereof, the “**Offering Document**”) by the Underwriter or the Placement Agent in connection with the Bonds is hereby authorized. Any Authorized Officer is authorized to approve the final Offering Document as so supplemented, amended and completed, and the use and distribution of the final Offering Document by the Underwriter or the Placement Agent in connection with the Bonds is hereby authorized. Any Authorized Officer is hereby authorized to execute and deliver a certificate pertaining to such Offering Document as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

If requested by the Purchaser, the City agrees to provide to the Underwriter or the Placement Agent within seven Business Days of the date of the sale of Bonds sufficient copies of the final Offering Document to enable the Underwriter or the Placement Agent to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board, if applicable.

## ARTICLE III

### REDEMPTION OF BONDS

#### Section 301. Redemption of Bonds.

(a) **Optional Redemption by City.** Unless a shorter period shall be determined by an Authorized Officer, any Bonds maturing after the date five years from their date of original issue shall be subject to redemption at the option of the City on the date five years from their date of original issue and any date thereafter, as a whole, or in part in such principal amounts and at the Redemption Prices determined by an Authorized Officer in accordance with the provisions of **Section 210** hereof.

(b) **Mandatory Sinking Fund Redemption.** The Authorized Officers, or any individually, may designate in a certificate certain Bonds as “**Term Bonds**”, portions of which are to be redeemed on such dates of the years (each such date being herein referred to as a “**Sinking Fund Payment Date**”) and in the amounts (hereinafter referred to as a “**Mandatory Sinking Fund Payment**”) set forth in such certificate. The Paying Agent shall select and call for redemption, in accordance with this subsection (b), from the Term Bonds the amounts specified by the Authorized Officer in the certificate, and the Term Bonds selected by the Paying Agent shall become due and payable on such date. If Term Bonds are redeemed at the option of the City pursuant to **Section 301(a)**, the Term Bonds so optionally redeemed may, at the option of the City, be applied as a credit against any subsequent Mandatory Sinking Fund Payment with respect to Term Bonds otherwise to be redeemed thereby, such credit to be equal to the principal amount of such Term Bonds redeemed pursuant to **Section 301(a)**, provided that the City shall have delivered to the Paying Agent not less than 45 days prior to such Sinking Fund Payment Date a City certificate stating its election to apply such Term Bonds as such a credit. In such case, the Paying Agent shall reduce the amount of Term Bonds to be redeemed on the Sinking Fund Payment Date specified in such City certificate by the principal amount of Term Bonds so redeemed pursuant to **Section 301(a)**. Any credit given to Mandatory Sinking Fund Payments pursuant to this subsection (c)(ii) shall not affect any subsequent Mandatory Sinking Fund Payments, which shall remain payable as otherwise provided in this subsection, unless and until another credit is given in accordance with the provisions hereof.

### **Section 302. Selection of Bonds to Be Redeemed.**

(a) The Paying Agent shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Paying Agent at least 45 days prior to the Redemption Date (or such shorter period as may be acceptable to the Paying Agent) of written instructions of the City specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in **Section 303** are met. The foregoing provisions of this paragraph shall not apply to the mandatory redemption of Bonds hereunder, and Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the City and whether or not the Paying Agent shall hold in the Debt Service Fund moneys available and sufficient to effect the required redemption.

(b) Bonds shall be redeemed in Authorized Denominations, and if less than all of the principal amount thereof is to be redeemed, in such case upon the surrender of such Bond there shall be issued to the Registered Owner thereof without charge therefor, for the then unredeemed balance of the principal amount thereof, registered bonds of like series, maturity and interest rates

in any of the Authorized Denominations provided by this Ordinance. If less than all of the Bonds of a maturity are to be called for redemption, the Paying Agent shall select the particular Bonds of such maturity to be redeemed by lot.

**Section 303. Notice and Effect of Call for Redemption.** Unless waived by any Registered Owner of Bonds to be redeemed, official notice of any redemption shall be given by the Paying Agent on behalf of the City by mailing a copy of an official redemption notice by first class mail at least 30 days (or such shorter period as may be acceptable to the then-Registered Owner of the Bonds) prior to the Redemption Date to the Purchaser of the Bonds and each Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register.

All official notices of redemption shall be dated and shall contain the following information:

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;
- (d) a statement that, if the Paying Agent has sufficient funds on the Redemption Date to pay the Redemption Price thereof on such date, the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and
- (e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the Designated Office of the Paying Agent.

The failure of any Registered Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the City shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on that date. If such deposit does not occur or if the Paying Agent does not have sufficient funds on the Redemption Date to pay the Redemption Price, the redemption notice shall be canceled and the Bonds shall continue to bear interest as if the Bonds had not been called for redemption.

Official notice of redemption having been given as provided, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the City defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to

the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Registered Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

The Paying Agent is also directed to comply with any mandatory or voluntary standards then in effect for processing redemptions of municipal securities established by the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

#### **ARTICLE IV**

#### **SECURITY FOR AND PAYMENT OF BONDS**

For the prompt payment of the Bonds and all interest thereon, when and as the same shall become due, the Council hereby pledges all receipts now or hereafter received by the City from the Highway Allocation Fund. Such pledge shall not prevent the City from applying receipts from the Highway Allocation Fund to other qualifying uses under the Act, including payments on the Parity Bonds. The City further reserves the right to issue additional highway allocation fund pledge bonds that are payable on par with the Bonds and the Parity Bonds and equally and ratably secured by a pledge of receipts from the Highway Allocation Fund.

To the extent that receipts from the Highway Allocation Fund and any other legally available moneys of the City appropriated for such purposes are insufficient to timely pay the principal of and the interest on the Bonds, the Council hereby covenants and agrees that it will cause to be levied and collected annually a tax on all taxable property in the City, in addition to all other taxes now or hereafter authorized to be levied by the City, sufficient in amount to pay the principal of and interest on the Bonds until the same is fully paid. The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due, whether at maturity or earlier redemption.

The taxes referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the City are levied and collected. The proceeds derived from such taxes shall be deposited in the Debt Service Fund, shall be kept separate and apart from all other funds of the City and shall be used solely for the payment of the principal of and interest on the Bonds, the Parity Bonds and other outstanding bonds payable from such tax as and when the same become due, whether at maturity or earlier redemption, and the fees and expenses of the Paying Agent. If at any time said taxes are not collected in time to pay the principal of or interest on the Bonds when due, the City Treasurer is hereby authorized and directed to pay such principal or interest out of the general funds of the City and to reimburse the general funds for money so expended when such taxes are collected.

The provisions of this Ordinance shall constitute a contract between the City and the registered owners of the Bonds, and any registered owners of any Bond may either in law or equity or suit, action, mandamus or other proceedings enforce or compel performance of this Ordinance.

## ARTICLE V

### ESTABLISHMENT OF FUNDS; DEPOSIT AND APPLICATION OF MONEY

**Section 501. Establishment of Funds.** The Council hereby establishes in the treasury of the City the following separate funds, which shall be held and administered by the City Treasurer:

- (a) Construction Fund; and
- (b) Debt Service Fund.

**Section 502. Deposit of Bond Proceeds.** The net proceeds received from the sale of the Bonds shall be deposited simultaneously with the delivery of the Bond as follows:

- (a) All accrued interest received from the sale of the Bonds shall be deposited in the Debt Service Fund and applied in accordance with **Section 504** hereof.
- (b) The remaining balance of the proceeds derived from the sale of the Bonds shall be deposited in the Construction Fund and shall be applied in accordance with **Section 503** hereof.

**Section 503. Application of Money in the Construction Fund.** Money in the Construction Fund shall be used by the City solely for the purpose of (a) paying the costs of the Project in accordance with the plans and specifications therefor prepared by the City's engineers approved by the Council and on file in the office of the City Clerk, including any alterations in or amendments to such plans and specifications deemed advisable by the City's engineers and approved by the Council, and (b) paying the costs and expenses of issuing the Bonds. The City Treasurer shall make a withdrawal from the Construction Fund to pay Project costs only upon receipt of a certificate executed by the City's engineers stating that such payment is being made for a purpose within the scope of this Ordinance and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof. Nothing hereinbefore contained shall prevent the payment out of the Construction Fund of all costs and expenses incident to the issuance of the Bond without a certificate from the City's engineers. Upon completion of the Project, any surplus remaining in the Construction Fund shall be transferred to and deposited in the Debt Service Fund.

**Section 504. Application of Money in the Debt Service Fund.** All amounts paid and credited to the Debt Service Fund shall be expended and used by the City for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due and the usual and customary fees and expenses of the Paying Agent. The City Treasurer is authorized and directed to withdraw from the Debt Service Fund sums sufficient to pay both principal or Redemption Price of and interest on the Bonds and the fees and expenses of the Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds

in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Paying Agent will become due. If, through the lapse of time or otherwise, the Registered Owner of any Bond is no longer entitled to enforce payment of such Bond or the interest thereon, the Paying Agent shall return such funds to the City. All money deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance and shall be held in trust by the Paying Agent for the benefit of the Registered Owners of the Bonds entitled to payment from such money. Any money or investments remaining in the Debt Service Fund after the retirement of the Bonds shall be transferred and paid into the general fund of the City.

**Section 505. Deposits and Investment of Money.** Money in each of the funds created by and referred to in this Ordinance shall be deposited in a bank or banks or other legally permitted financial institutions that are members of the Federal Deposit Insurance Corporation. All such deposits shall be continuously and adequately secured by the financial institutions holding such deposits as provided by the laws of the State. All money held in the funds created by this Ordinance shall be kept separate and apart from all other funds of the City so that there shall be no commingling of such funds with any other funds of the City.

Money held in any fund referred to in this Ordinance may be invested by the City Treasurer at the direction of the Council, in accordance with this Ordinance and the Tax Certificate, in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than the date when the money invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any fund shall accrue to and become a part of such fund.

**Section 506. Payments Due on Saturdays, Sundays and Holidays.** If any payment on any Bond is due on a date which is not a Business Day, then such payment need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on such payment date, and no interest shall accrue for the period after such payment date.

**Section 507. Nonpresentment of the Bonds.** If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the City to the Registered Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Registered Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Ordinance or on, or with respect to, such Bond. If any Bond is not presented for payment within four years following the date when such Bond becomes due at Maturity, the Paying Agent shall repay to the City the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the City, and the Registered Owner thereof shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the City shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

## ARTICLE VI

### REMEDIES

**Section 601. Remedies.** The provisions of this Ordinance, including the covenants and agreements herein contained, shall constitute a contract between the City and the Registered Owners of the Bonds, and the Registered Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Registered Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Registered Owner or Owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Ordinance or by the constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Registered Owners of the Bonds.

**Section 602. Limitation on Rights of Owners.** The covenants and agreements of the City contained herein and in the Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Bonds. All of the Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, or date of Maturity or right of prior redemption as provided in this Ordinance. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Registered Owners of such Outstanding Bonds.

**Section 603. Remedies Cumulative.** No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Registered Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies consequent thereon. No delay or omission of any Registered Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Registered Owners of the Bonds by this Ordinance may be enforced and exercised from time to time and as often as may be deemed

expedient. If any suit, action or proceedings taken by any Registered Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to such Registered Owner, then, and in every such case, the City and the Registered Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

## **ARTICLE VII**

### **DEFEASANCE**

When any or all of the Bonds or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Ordinance and the pledge of the City's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Ordinance if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of such Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, money and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of such Bonds and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments; provided, however, that if any such Bonds are to be redeemed prior to their Stated Maturity, (a) the City has elected to redeem such Bonds, and (b) either notice of such redemption has been given, or the City has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Paying Agent to give such notice of redemption in compliance with **Section 302(a)** of this Ordinance. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the City, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Registered Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or other bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Ordinance.

## ARTICLE VIII

### MISCELLANEOUS PROVISIONS

#### Section 801. Tax Covenants.

(a) The Council covenants and agrees that (i) the City will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from federal gross income of the interest on the Bonds, and (ii) the City will not use or permit the use of any proceeds of Bonds or any other funds of the City, nor take or permit any other action, or fail to take any action, which would adversely affect the exclusion from federal gross income of the interest on the Bonds. The City will also adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with other applicable future law, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the City.

(b) The Council covenants and agrees that (i) the City will use the proceeds of the Bonds as soon as practicable and with all reasonable dispatch for the purposes for which the Bonds are issued, and (ii) the City will not invest or directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the City in any manner, or take or omit to take any action, that would cause the Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code.

(c) The Council covenants and agrees that the City will pay or provide for the payment from time to time of all arbitrage rebate to the United States pursuant to Section 148(f) of the Code and the Tax Certificate. This covenant shall survive payment in full or defeasance of the Bonds. The Tax Certificate may be amended or replaced if, in the opinion of Bond Counsel, such amendment or replacement will not adversely affect the exclusion from federal gross income of the interest on the Bonds.

(d) The Council covenants and agrees that the City will not use any portion of the proceeds of the Bonds, including any investment income earned on such proceeds, directly or indirectly, (i) in a manner that would cause any Bond to be a “private activity bond” within the meaning of Section 141(a) of the Code, or (ii) to make or finance a loan to any Person.

(e) If applicable and in consultation with bond counsel, the Authorized Officers, or each individually, are authorized to make the following representations in connection with the exception for small governmental units from the arbitrage rebate requirements under Section 148(f)(4)(D) of the Code:

- (i) the City is a governmental unit under Nebraska law with general taxing powers;
- (ii) the Bonds are not private activity bonds as defined in Section 141 of the Code;

(iii) ninety-five percent or more of the net proceeds of the Bonds are to be used for local governmental activities of the City;

(iv) the aggregate face amount of all tax-exempt bonds (other than private activity bonds and certain refunding bonds) issued by the City (and all subordinate entities thereof) during the calendar year in which the Bonds are issued is not reasonably expected to exceed \$5,000,000; and

(v) the City (including all subordinate entities thereof) will not issue in excess of \$5,000,000 of tax-exempt bonds (including the Bonds but excluding private activity bonds and certain refunding bonds) during the calendar year in which the Bonds are issued without first obtaining an opinion of Bond Counsel that the exclusion of the interest on the Bond from federal gross income will not be adversely affected thereby.

(f) If applicable and in consultation with bond counsel, the Authorized Officers, or each individually, are authorized to designate one or more series of Bonds as “qualified tax-exempt obligations” as defined in Section 265(b)(3) of the Code. In connection with such designation, the City will represent that:

(i) the aggregate face amount of all tax-exempt obligations (other than private activity bonds which are not “qualified 501(c)(3) bonds” and certain refunding bonds) which will be issued by the City (and all subordinate entities thereof) during the calendar year in which the Bonds are issued is not reasonably expected to exceed \$10,000,000; and

(ii) the City (including all subordinate entities thereof) will not issue an aggregate principal amount of obligations designated by the City to be “qualified tax-exempt obligations” during the calendar year in which the Bonds are issued, including the Bonds, in excess of \$10,000,000, without first obtaining an opinion of Bond Counsel that the designation of the Bond as a “qualified tax-exempt obligation” will not be adversely affected.

The Authorized Officers, or each individually, are hereby authorized to take such other action as may be necessary to make effective the designation in this **Section 801(f)**.

(g) The Council hereby adopts the Post-Issuance Tax Compliance Procedures attached to this Ordinance as Exhibit B to ensure that all applicable post-issuance requirements of federal income tax law needed to preserve the tax-exempt status of the Bonds which are intended to be tax-exempt are met. The City reserves the right to use its discretion as necessary and appropriate to make exceptions or request additional provisions as it may determine. The City also reserves the right to change these policies and procedures from time to time, without notice.

(h) The foregoing covenants shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to **Article VII** of this Ordinance or any other provision of this Ordinance, until the final Maturity of the Bond.

**Section 802. Continuing Disclosure.**

(a) If applicable, the City (i) authorizes and directs any Authorized Officer to execute and deliver, on the date of the issuance of the Bonds, a Continuing Disclosure Undertaking (the “**Undertaking**”) in such form that satisfies the requirements of Rule 15c2-12 promulgated under the Exchange Act (“**Rule 15c2-12**”) and is acceptable to the Purchaser and Bond Counsel and (ii) covenants that it will comply with and carry out all of the provisions of the Undertaking. The Authorized Officers, or each individually, may designate a dissemination agent thereunder to assist with compliance. Notwithstanding any other provisions of this Ordinance, failure of the City to comply with the Undertaking will not be considered a default under this Ordinance or the Bonds; however, any Bondholder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Section and the Undertaking. For purposes of this Section, “Beneficial Owner” means any person who (i) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (ii) is treated as the owner of any Bonds for federal income tax purposes.

(b) The City hereby adopts the Disclosure Policies and Procedures attached to this Ordinance as **Exhibit C** to ensure the City satisfies the requirements of Rule 15c2-12 and the Undertaking. The City reserves the right to use its discretion as necessary and appropriate to make exceptions or request additional provisions as it may determine. The City also reserves the right to change such policies and procedures from time to time, without notice.

**Section 803. Amendments.** The rights and duties of the City and the Registered Owners, and the terms and provisions of the Bonds or of this Ordinance, may be amended or modified at any time in any respect by an ordinance of the City with the written consent of the Registered Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Registered Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the City Clerk.

Without the written consent of the Registered Owners of all of the Bonds at the time Outstanding, no modification or alteration of this Ordinance shall:

- (a) extend the maturity of any payment of principal or interest due upon any Bond;
- (b) effect a reduction in the amount which the City is required to pay as principal of or interest on any Bond;
- (c) permit preference or priority of any Bond over any other Bond; or
- (d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Ordinance.

Without notice to or the consent of any Registered Owners, the City may amend or supplement this Ordinance for the purpose of curing any formal defect, omission, inconsistency or ambiguity therein or in connection with any other change therein which is not materially adverse to the interests of the Registered Owners.

Every amendment or modification of the provisions of the Bonds or of this Ordinance, to which the written consent of the Registered Owners is given, as above provided, shall be expressed in an ordinance adopted by the Council amending or supplementing the provisions of this Ordinance and shall be deemed to be a part of this Ordinance. A certified copy of every such amendatory or supplemental ordinance, if any, and a certified copy of this Ordinance shall always be kept on file in the office of the Secretary, shall be made available for inspection by the Registered Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Ordinance, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental ordinance of this Ordinance will be sent by the City Clerk to any such Registered Owner or prospective purchaser.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the City Clerk a copy of such amendatory or supplemental ordinance of the City, duly certified, as well as proof of any required consent to such modification by the Registered Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The City shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Ordinance which affects the duties or obligations of the Paying Agent under this Ordinance.

**Section 804. Notices, Consents and Other Instruments by Registered Owners.** Any notice, consent, request, direction, approval or other instrument to be signed and executed by any Registered Owner may be in any number of concurrent writings of similar tenor and may be signed or executed by such Registered Owner in person or by an agent with written authorization. Proof of the execution of any such instrument or writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Ordinance, and shall be conclusive in favor of the City and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Registered Owners of the requisite aggregate principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Ordinance, Bonds owned by the City shall be disregarded and deemed not to be Outstanding under this Ordinance, except that, in determining whether the Registered Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Registered Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as provided if the pledgee establishes to the satisfaction of the Registered Owners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the City.

**Section 805. Declaration of Official Intent for Reimbursement.** The City may initially finance all or a portion of the costs of the Project with legally available funds of the City (the "**Prior Capital Expenditures**"), in an amount not exceeding the amount authorized under **Section 201** of this Ordinance. If the City does finance all or a portion of the Project with legally available funds of the City, the City reasonably expects that such Prior Capital Expenditures would be repaid from proceeds of tax-exempt Bonds. In accordance with the provisions of this Ordinance and Treasury Regulations, Section 1.150-2, promulgated under the Code, and solely for such purposes, the City hereby declares its official intent to reimburse any Prior Capital Expenditures out of the proceeds of tax-exempt Bonds. All of the Prior Capital Expenditures covered by this declaration of official intent will be incurred during the period commencing 60 days prior to the date of this Ordinance and ending no later than the later of (a) the date that is 18 months after the date on which it makes such Prior Capital Expenditures, or (ii) the date that is 18 months after the date on which the Project financed with such Prior Capital Expenditures is placed in service, but in any event no later than 3 years after the original date of such Prior Capital Expenditures, or (iii) such other date that is permitted by law.

**Section 806. General and Specific Authorizations; Ratification of Prior Actions.** Without in any way limiting the power, authority or discretion elsewhere herein granted or delegated, the Council hereby (a) authorizes and directs the Authorized Officers and all other officers, officials, employees and agents of the City to carry out or cause to be carried out, and to perform such obligations of the City and such other actions as they, or any of them, in consultation with Bond Counsel, any Purchaser and its counsel shall consider necessary, advisable, desirable or appropriate in connection with this Ordinance, including without limitation the execution and delivery of all related documents, instruments, certifications and opinions, and (b) delegates, authorizes and directs the Authorized Officers the right, power and authority to exercise his or her independent judgment and absolute discretion in (i) determining and finalizing all terms and provisions to be carried by the Bonds not specifically set forth in this Ordinance and (ii) the taking of all actions and the making of all arrangements necessary, proper, appropriate, advisable or desirable in order to effectuate the issuance, sale and delivery of the Bonds. The execution and delivery by any Authorized Officer or by any such other officers, officials, employees or agents of the City of any such documents, instruments, certifications and opinions, or the doing by them of any act in connection with any of the matters which are the subject of this Ordinance, shall constitute conclusive evidence of both the City's and their approval of the terms, provisions and contents thereof and of all changes, modifications, amendments, revisions and alterations made therein and shall conclusively establish their absolute, unconditional and irrevocable authority with respect thereto from the City and the authorization, approval and ratification by the City of the documents, instruments, certifications and opinions so executed and the actions so taken.

All actions heretofore taken by any Authorized Officer and all other officers, officials, employees and agents of the City, including without limitation the expenditure of funds and the selection, appointment and employment of Bond Counsel and financial advisors and agents, in connection with issuance and sale of the Bonds, together with all other actions taken in connection with any of the matters which are the subject hereof, be and the same is hereby in all respects authorized, adopted, specified, accepted, ratified, approved and confirmed.

**Section 807. Benefits of Ordinance Limited to the City and the Owners.** With the exception of rights or benefits herein expressly conferred, nothing expressed or mentioned in or to be implied from this Ordinance or the Bonds is intended or should be construed to confer upon or give to any person other than the City and the Owners of the Bonds any legal or equitable right, remedy or claim under or by reason of or in respect to this Ordinance or any covenant, condition, stipulation, promise, agreement or provision herein contained. This Ordinance and all of the covenants, conditions, stipulations, promises, agreements and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the City and the Owner from time to time of the Bonds as herein and therein provided.

**Section 808. No Personal Liability.** No officer or employee of the City shall be individually or personally liable for the payment of the principal of or interest on any Bond. Nothing herein contained shall, however, relieve any such officer or employee from the performance of any duty provided or required by law.

**Section 809. Severability.** If any section or other part of this Ordinance, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Ordinance.

**Section 810. Governing Law.** This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State.

**Section 811. Effective Date.** This Ordinance shall take effect and be in full force from and after its passage and publication in pamphlet form as provided by law.

*[The remainder of this page intentionally left blank.]*

**DATED:** February 17, 2026.

**CITY OF ALLIANCE, NEBRASKA**

ATTEST:

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

By: \_\_\_\_\_  
City Clerk

**EXHIBIT A**  
**(FORM OF BOND)**

**Registered**  
**No. R-\_\_\_\_\_**

**Registered**  
**\$\_\_\_\_\_**

**UNITED STATES OF AMERICA**  
**STATE OF NEBRASKA**  
**CITY OF ALLIANCE**

**GENERAL OBLIGATION HIGHWAY ALLOCATION FUND PLEDGE BOND**  
**SERIES 20\_\_**

<u>Interest Rate</u> _____%	<u>Maturity Date</u> _____, 20__	<u>Dated Date</u> _____, 20__	<u>CUSIP</u>
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**REGISTERED OWNER:**

**PRINCIPAL AMOUNT:**

**DOLLARS**

**THE CITY OF ALLIANCE, NEBRASKA**, a city of the first class and political subdivision duly organized and validly existing under the laws of the State of Nebraska (the “**City**”), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount stated above on the Maturity Date shown above unless called for redemption prior to such Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months) from the Dated Date shown above or from the most recent interest payment date to which interest has been paid or duly provided for, payable semiannually on \_\_\_\_\_ and \_\_\_\_\_ in each year, beginning \_\_\_\_\_, 20\_\_, until the Principal Amount has been paid.

The principal or redemption price of this Bond shall be paid at maturity or upon earlier redemption by check or draft mailed to the person in whose name this Bond is registered at the maturity or redemption date thereof, upon presentation hereof to \_\_\_\_\_, in \_\_\_\_\_, as registrar and paying agent (the “**Paying Agent**”), or such other office as may be designated by the Paying Agent. The interest payable on this Bond on any interest payment date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Paying Agent at the close of business on the Record Date for such interest, which shall be the on the fifteenth day (whether or not a business day) immediately preceding each Interest Payment Date. Such interest shall be payable by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register. The principal or redemption price of and interest on this Bond shall be payable by check or draft in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

This bond is one of an issue of fully registered bonds (the “**Bonds**”) in the aggregate principal amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), of even date and like tenor except as to number, denomination, maturity date, interest rate and priority of redemption, authorized by Ordinance No. \_\_\_\_ (the “**Ordinance**”), passed by the Council and approved by the Mayor on February 17, 2026, pursuant to Section 66-4,101 et seq., Reissue Revised Statutes of Nebraska, as amended (the “**Act**”), for the purpose of paying (a) the costs of constructing and/or improving certain streets and related improvements of the City and (b) the costs of issuing the Bonds in strict compliance with the provisions of the Act.

In the Ordinance, the City has pledged funds received and to be received from the Highway Allocation Fund of the State of Nebraska and allocates such receipts to payment of the principal hereof and the interest hereon when and as the same becomes due. Such pledge does not prevent the City from applying receipts from the Highway Allocation Fund to other qualifying uses under the Act. The City has reserved the right in the Ordinance to issue additional bonds that are payable on par with the Bonds and equally and ratably secured by a pledge of receipts from the Highway Allocation Fund.

In addition, the City has covenanted and agreed that to the extent receipts from the Highway Allocation Fund and other legally available money of the City appropriated for such purposes is insufficient to pay the principal of and interest on the Bonds when and as the same shall become due, it shall levy ad valorem taxes upon all the taxable property in the City at such rate or rates, which, together with receipts from the Highway Allocation Fund and any other money made available and used for such purpose, will be sufficient to make payment of the principal of and interest on the Bonds as the same shall become due, whether at maturity or earlier redemption.

Reference is hereby made to the Ordinance, a copy of which is on file in the office of the City Clerk, and to all the provisions of which any owner of this bond by its acceptance hereof hereby assents, for a description of and the nature and extent of the security for the Bonds; the Highway Allocation Fund and tax revenues pledged to the payment of the principal of and interest on the Bonds; the terms and provisions upon which the covenants made therein may be discharged at or prior to the maturity or redemption of the Bonds and the Bonds thereafter no longer be secured by the Ordinance or be deemed to be outstanding thereunder, if money or certain specified securities shall have been deposited with the Registrar sufficient and held in trust solely for the payment thereof; and for the other terms and provisions thereof.

At the option of the City, Bonds or portions thereof maturing on or after \_\_\_\_\_, 20\_\_ may be redeemed and paid prior to maturity at any time on or after \_\_\_\_\_, 20\_\_, as a whole, or in part in such principal amounts and from such maturity or maturities as the City may determine, at a redemption price equal to 100% of the principal amount of the Bonds called for redemption plus accrued interest thereon to the redemption date. If less than all of a maturity is to be called for redemption, the Paying Agent shall select by lot the portion or portions of such maturity to be redeemed.

[Bonds maturing on \_\_\_\_\_, 20\_\_, are subject to mandatory redemption and payment prior to maturity pursuant to the mandatory redemption requirements of the Ordinance

on \_\_\_\_\_, 20\_\_\_\_, and on each \_\_\_\_\_, thereafter prior to maturity, at a redemption price equal to 100% of the Principal Amount thereof plus accrued interest to the redemption date.]

Notice of redemption, unless waived, is to be given by the Paying Agent by mailing an official redemption notice by first-class mail at least 30 days prior to the redemption date (or such shorter period as may be acceptable to the then-Registered Owner) to the original purchaser of the Bond and the Registered Owner hereof at the address shown on the Bond Register maintained by the Paying Agent. Notice of redemption having been given as provided, the Bond or portions thereof to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City defaults in the payment of the redemption price) the Bond or portions thereof shall cease to bear interest.

The Bond is issuable in the form of a fully registered Bond in the denominations of \$5,000 or any whole multiples thereof.

This Bond may be transferred or exchanged, as provided in the Ordinance, only on the Bond Register kept for that purpose at the designated corporate trust administration office of the Paying Agent, upon surrender of this Bond together with a written instrument of transfer or authorization for exchange satisfactory to the Paying Agent duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond in any authorized denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Ordinance and upon payment of the charges therein prescribed. The City and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

[In the Ordinance the City has designated this bond as a "qualified tax-exempt obligation" as described in Section 265(b)(3)(B)(i) of the Internal Revenue Code of 1986, as amended (the "Code").]

[AS PROVIDED IN THE ORDINANCE REFERRED TO HEREIN, UNTIL THE TERMINATION OF THE SYSTEM OF BOOK-ENTRY-ONLY TRANSFERS THROUGH THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (TOGETHER WITH ANY SUCCESSOR SECURITIES DEPOSITORY APPOINTED PURSUANT TO THE ORDINANCE, "DTC"), AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THE ORDINANCE TO THE CONTRARY, A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE PAYING AGENT AND REGISTRAR. DTC OR A NOMINEE, TRANSFEREE OR ASSIGNEE OF DTC OF THIS BOND MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED IN THE MANNER PROVIDED IN THE ORDINANCE.

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE PAYING AGENT AND REGISTRAR FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) TO THE PAYING AGENT AND REGISTRAR FOR PAYMENT OF

PRINCIPAL, AND ANY BOND ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION HEREFOR IS REGISTERED IN THE NAME OF DTC AND ANY PAYMENT IS MADE TO DTC OR ITS NOMINEE, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER HEREOF, DTC OR ITS NOMINEE, HAS AN INTEREST HEREIN.]

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the Certificate of Authentication hereon has been executed by the Paying Agent.

**IT IS HEREBY DECLARED AND CERTIFIED** that all acts, conditions and things required to be done and to exist precedent to and in the issuance of the Bond have been done and performed and do exist in due and regular form and manner as required by the constitution and laws of the State of Nebraska.

**THE CITY OF ALLIANCE, NEBRASKA**, has caused this Bond to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its Clerk.

**CITY OF ALLIANCE, NEBRASKA**

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**CERTIFICATE OF AUTHENTICATION**

This bond is one of the bonds authorized by an ordinance passed and approved by the Mayor and City Council of the City of Alliance, Nebraska as described in said bond.

\_\_\_\_\_, as Registrar and Paying Agent

By: \_\_\_\_\_  
Authorized Trust Officer

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**ASSIGNMENT**

**FOR VALUE RECEIVED**, the undersigned hereby sells, assigns and transfers unto

---

Print or Type Name, Address and Social Security Number  
or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ agent to transfer the within Bond on the books kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

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

---

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular.

Signature Guaranteed By:

---

(Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 CFR 240.17 Ad-15))

Title: \_\_\_\_\_

By: \_\_\_\_\_

## **EXHIBIT B**

### **Post-Issuance Compliance Procedures**

#### **General**

In connection with the issuance by the City of Alliance, Nebraska (the “**City**”) of its General Obligation Highway Allocation Fund Pledge Bonds, Series 2026 (the “**Bonds**”), the City will execute a tax compliance certificate (the “**Tax Certificate**”) that describes the requirements and provisions of the Code that must be followed in order to maintain the tax exempt status of interest on the Bonds. In addition, the Tax Certificate will contain the reasonable expectations of the City at the time of issuance of the Bonds with respect to the use of the gross proceeds of the Bonds and the assets to be financed or refinanced with the proceeds thereof. These Procedures supplement and support the covenants and representations made by the City in the Tax Certificate. In order to comply with the covenants and representations set forth in the bond documents and in the Tax Certificate, the City tracks and monitors the actual use of the proceeds of the Bonds, the investment and expenditure of the Bond proceeds and the assets financed or refinanced with the proceeds of the Bonds over their life.

#### **Designation of Responsible Person**

The City Treasurer shall maintain an inventory of the Bonds and assets financed which contains the pertinent data to satisfy the City’s monitoring responsibilities. Any transfer, sale or other disposition of Bond-financed assets must be reviewed and approved by the City Treasurer.

#### **Post-Issuance Compliance Requirements**

##### External Advisors/Documentation

The City shall consult with bond counsel and other legal counsel and advisors, as needed, throughout the bond issuance process to identify requirements and to establish procedures necessary or appropriate so that the Bonds will continue to qualify for tax-exempt status. Those requirements and procedures shall be documented in the Tax Certificate and/or other documents finalized at or before issuance of the Bonds. Those requirements and procedures shall include future compliance with applicable arbitrage rebate requirements and all other applicable post-issuance requirements of federal tax law throughout (and in some cases beyond) the term of the Bonds.

The City also shall consult with bond counsel and other legal counsel and advisors, as needed, following issuance of the Bonds to ensure that all applicable post-issuance requirements in fact are met. This shall include, without limitation, consultation in connection with future contracts with respect to the use of Bond-financed or refinanced assets.

The City shall train and employ or otherwise engage expert advisors (a “**Rebate Analyst**”) to assist in the calculation of arbitrage rebate payable in respect of the investment of Bond

proceeds, unless the Tax Certificate documents provide that arbitrage rebate will not be applicable to the Bonds.

Unless otherwise provided by the Ordinance or other authorizing documents relating to the Bonds, unexpended Bond proceeds shall be held in a segregated account by a trustee, and the investment of Bond proceeds shall be managed by the City. The City shall prepare (or cause the trustee to prepare) regular, periodic statements regarding the investments and transactions involving Bond proceeds.

#### Arbitrage Rebate and Yield

Unless the Tax Certificate documents provide that arbitrage rebate will not be applicable to the Bonds, the City shall be responsible for:

- engaging the services of a Rebate Analyst and, prior to each rebate calculation date, causing the trustee or other account holder to deliver periodic statements concerning the investment of Bond proceeds to the Rebate Analyst;
- providing to the Rebate Analyst additional documents and information reasonably requested by the Rebate Analyst;
- monitoring efforts of the Rebate Analyst;
- assuring payment of required rebate amounts, if any, no later than 60 days after each 5-year anniversary of the issue date of the Bonds, and no later than 60 days after the last Bond is redeemed;
- during the construction period of each capital project financed in whole or in part by the Bonds, monitoring the investment and expenditure of Bond proceeds and consulting with the Rebate Analyst to determine compliance with any applicable exceptions from the arbitrage rebate requirements during each 6-month spending period up to 6 months, 18 months or 24 months, as applicable, following the issue date of the Bonds; and
- retaining copies of all arbitrage reports and account statements as described below under “Record Keeping Requirements”.

The City, in the Tax Certificate and/or other documents finalized at or before the issuance of the Bonds, has agreed to undertake the tasks listed above (unless the Tax Certificate documents provide that arbitrage rebate will not be applicable to the Bonds).

#### Use of Bond Proceeds and Bond-Financed or Refinanced Assets:

The City shall be responsible for:

- monitoring the use of Bond proceeds and the use of Bond-financed or refinanced assets (e.g., facilities, furnishings or equipment) throughout the term of the Bonds to ensure compliance with covenants and restrictions set forth in the Tax Certificate;
- maintaining records identifying the assets or portion of assets that are financed or refinanced with proceeds of the Bonds, including a final allocation of Bond proceeds as described below under “Record Keeping Requirements”;
- consulting with bond counsel and other legal counsel and advisers in the review of any contracts or arrangements involving use of Bond-financed or refinanced assets to ensure compliance with all covenants and restrictions set forth in the Tax Certificate;
- maintaining records for any contracts or arrangements involving the use of Bond-financed or refinanced assets as described below under “Record Keeping Requirements”;
- conferring at least annually with personnel responsible for Bond-financed or refinanced assets to identify and discuss any existing or planned use of Bond-financed or refinanced assets, to ensure that those uses are consistent with all covenants and restrictions set forth in the Tax Certificate; and
- to the extent that the City discovers that any applicable tax restrictions regarding use of Bond proceeds and Bond-financed or refinanced assets will or may be violated, consulting promptly with bond counsel and other legal counsel and advisers to determine a course of action to remediate all nonqualified bonds, if such counsel advises that a remedial action is necessary.

The City, in the Tax Certificate and/or other documents finalized at or before the issuance of the Bonds, has agreed to undertake the tasks listed above.

All relevant records and contracts shall be maintained as described below.

### Record Keeping Requirement

The City shall be responsible for maintaining the following documents for the term of the Bonds (including refunding bonds, if any) plus at least three years:

- a copy of the Bond closing transcript(s) and other relevant documentation delivered to the City at or in connection with closing of the Bonds, including any elections made by the City in connection therewith;
- a copy of all material documents relating to capital expenditures financed or refinanced by Bond proceeds, including (without limitation) construction contracts, purchase orders, invoices, trustee requisitions and payment records, draw requests for Bond proceeds and evidence as to the amount and date for each draw down of Bond proceeds, as well as documents relating to costs paid or reimbursed with Bond proceeds and records identifying

the assets or portion of assets that are financed or refinanced with Bond proceeds, including a final allocation of Bond proceeds;

- a copy of all contracts and arrangements involving the use of Bond-financed or refinanced assets;
- copies of all trustee statements and reports, including arbitrage reports, prepared with respect to City bonds; and
- a copy of all records of investments, investment agreements, arbitrage reports and underlying documents, including trustee statements, in connection with any investment agreements, and copies of all bidding documents, if any.

## **EXHIBIT C DISCLOSURE POLICIES AND PROCEDURES**

### **Purpose of Disclosure Policies and Procedures**

The issuance and sale of certain municipal bonds, notes, certificates of participation or other obligations (collectively, “**Obligations**”) are subject to certain federal and state securities laws, including Rule 15c2-12 (the “**Rule**”) promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”). The Rule requires that an underwriter, prior to purchasing or selling an issue of Obligations in a principal amount of \$1,000,000 or more, obtain a written agreement from the issuer of such Obligations to provide certain financial information or operating data on an annual basis and notices of the occurrence of certain enumerated events with the Municipal Securities Rulemaking Board (“**MSRB**”) using the MSRB’s Electronic Municipal Market Access system (“**EMMA**”).

The City of Alliance, Nebraska (the “**City**”) has previously issued or may in the future issue Obligations subject to the Rule, and in connection with such issuances the City has entered and/or will enter into one or more Continuing Disclosure Certificates or Continuing Disclosure Agreements (collectively, the “**Undertakings**”) in accordance with the Rule. Pursuant to such Undertakings, the City has covenanted or will covenant to comply with the Rule by timely making the required filings. These Policies and Procedures are intended to assure that all filings required under the Rule are made timely and completely and meet all requirements of the Rule.

### **Designation of City Representative; Maintenance of List and Files**

The “**City Representative**” for the City shall be the City’s Treasurer and any alternate or assistant as such City Treasurer shall appoint. The City Representative is directed to employ the policies and procedures described herein. The City Representative shall be knowledgeable and familiar with the provisions of each Undertaking as to the type, format and content of the financial information or operating data to be included in each Annual Report required to be made thereunder, the instances in which notice of the occurrence of certain events must be given, and the timing requirements for the filing thereof. The City and the City Representative recognize and acknowledge that the terms, requirements and filing deadlines may vary by Undertaking.

The City Representative shall maintain a current list for each fiscal year identifying each issue of Obligations of the City outstanding during such fiscal year setting forth the name, original principal amount, date of issuance and CUSIP numbers for each such issue and the dates by which the Annual Reports are required to be submitted to the MSRB using EMMA, such list to be accompanied by copies of the related Undertakings.

## **Dissemination Agents**

The City and the City Representative may utilize the services of a financial institution or other provider to act as dissemination agent (each, a “**Dissemination Agent**”) in filing the disclosures and notices described herein and performing the duties of the Dissemination Agent in accordance with the terms of the applicable Undertaking. The Dissemination Agent shall review and be familiar with the contents and filing requirements of the particular Undertaking and with the procedures for making the filings required under such Undertaking with the MSRB using the EMMA system. The City Representative shall coordinate the preparation and submission of the required information with such Dissemination Agent to ensure full compliance with the requirements of the Rule and the applicable Undertakings.

## **Annual Financial Filings**

The City Representative will review the Undertaking related to each outstanding issue of Obligations to determine the financial information required to be included in the Annual Report (i.e., the City’s Audited Financial Statements and certain other financial information or operating data with respect to the City, if applicable (the “**Annual Report**”)) required to be filed annually with the MSRB using the EMMA system, and the deadline by which such information must be filed. If the filing requirements of two or more Undertakings are identical, the Issuer Representative may file identical Annual Reports with respect to each issue of the Issuer’s Obligations. If two or more Undertakings have different filing requirements, the Issuer Representative may file a separate Annual Report with respect to the applicable Undertaking or may file a single, comprehensive Annual Report with respect to all of such Undertakings. The City Representative shall be knowledgeable and familiar with the specific requirements for the filing of a Notice of Failure to File the Annual Report by the date(s) required under the terms of each Undertaking, if applicable.

The City Representative shall timely initiate the process of preparing the financial information or operating data required to be submitted under each Undertaking as part of the Annual Report. The City Representative shall assemble the information as soon as it becomes available and determine the scope of additional information to be required and also contact the auditors to establish a schedule for completion and submission for the Audited Financial Statements.

The City Representative will timely file the Annual Report, or will cause the Dissemination Agent to file the Annual Report, with the MSRB using the EMMA system. If the Audited Financial Statements are not then available by the filing deadline of a particular Undertaking, unaudited financial information may be filed with the MSRB using EMMA and the Audited Financial Statements shall be filed within 10 business days of their receipt and acceptance.

## **Listed Event Filings**

The City Representative will review the Undertaking related to each outstanding issue of Obligations for the listed events which, upon the occurrence thereof, require prompt notices to be filed with the MSRB using the EMMA system. The City Representative will monitor the Obligations and the City’s operations for occurrences of any such events and will

actively evaluate whether an event may be a listed event as set forth in the City's outstanding Undertakings. After obtaining actual knowledge of such an event, the City Representative will promptly contact the City's bond counsel and the Dissemination Agent, if any, to determine whether the City must file notice of the event with the MSRB under one or more of its Undertakings. Upon a determination that the City must file such notice, the City Representative will file the appropriate notice, or will cause the Dissemination Agent to file such notice, with the MSRB using the EMMA system within ten (10) business days after the occurrence of the listed event or as the City's bond counsel may otherwise direct.

### **Reports of City Representative; Record Retention**

The City Representative shall provide to the City Council, any Dissemination Agent and the underwriter each issue of Obligations, confirmation from EMMA received upon the filing of each Annual Report and any other filings made with the MSRB using the EMMA system promptly upon receipt of each such confirmation.

The City Representative shall maintain records with respect to the filings with the MSRB using EMMA, including, but not limited to, EMMA posting receipts showing the dates and nature or contents of all filings for each issue of Obligations outstanding during each fiscal year. Such records shall be kept for at least 5 years after the respective issue of Obligations is no longer outstanding.

### **Familiarity with EMMA Submission Process**

The City Representative shall register with EMMA and review the on-line process of filing with EMMA located at [www.emma.msrb.org](http://www.emma.msrb.org) in order to submit the required information. The MSRB Market Information Department can also be contacted at 703.797.6668. A tutorial is available at the website and a practice submission is available as well. The City Representative also shall enroll the City in EMMA's reminder system to ensure timely performance of its responsibilities and obligations.

Notwithstanding the foregoing, if the City has retained a Dissemination Agent to assist with making the filings required by the City's Undertakings and to remind the City of its filing deadlines, the City Representative need not register with EMMA or enroll in EMMA's reminder system.

### **Training**

To ensure adequate resources to comply with the Rule, the City Representative shall develop a training process aimed at providing additional assistance in preparing required information. The training process shall be conducted at least annually and shall encompass a review of the EMMA submission process and an understanding of the timing requirements necessary for full compliance. The retention by the City of a Dissemination Agent to assist it with compliance under its Undertakings and the Rule may be deemed part of such training process.

### **Review of Offering Document in Connection with Primary Offerings**

In connection with a new issue of Obligations, the City Representative, together with such City officials as the City Representative deems appropriate, shall promptly review upon receipt the offering document by which such Obligations shall be offered and sold. For any issue of Obligations subject to the Rule, prior to the distribution of the related offering document the City shall deem the information concerning the City in such offering document as accurate and complete in all material respects (except for such information as permitted to be omitted by the Rule) as of the date of such offering document. The City shall confirm prior to the final pricing of the Obligations that the information concerning the City in the offering document does not contain an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

**NOTICE OF PUBLICATION  
OF ORDINANCE NO. \_\_\_\_\_  
IN PAMPHLET FORM**

Public Notice is hereby given that at a meeting of the Mayor and City Council of the City of Alliance, Nebraska, held at 7:00 p.m. on Tuesday, February 17, 2026, at Alliance City Hall, 324 Laramie Avenue, Alliance, Nebraska, there was passed and adopted Ordinance No. \_\_\_\_\_ entitled:

**AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE BY THE CITY OF ALLIANCE, NEBRASKA OF ITS GENERAL OBLIGATION HIGHWAY ALLOCATION FUND PLEDGE BONDS, SERIES 2026, IN ONE OR MORE SERIES IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000) TO PAY THE COSTS OF CONSTRUCTING AND IMPROVING CERTAIN STREETS AND RELATED IMPROVEMENTS OF THE CITY; AUTHORIZING CERTAIN OFFICIALS TO DETERMINE THE FINAL AGGREGATE PRINCIPAL AMOUNT, MATURITIES, RATES, REDEMPTION PROVISIONS, AND OTHER TERMS AND DETAILS OF SUCH BONDS; PLEDGING FUNDS RECEIVED FROM THE NEBRASKA HIGHWAY ALLOCATION FUND AND PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS; AUTHORIZING THE DESIGNATION OF THE BONDS AS QUALIFIED TAX EXEMPT OBLIGATIONS; ADOPTING CERTAIN POST-ISSUANCE TAX COMPLIANCE AND DISCLOSURE POLICIES AND PROCEDURES WITH RESPECT TO THE BONDS; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.**

Said Ordinance has been published in pamphlet form, and copies of said Ordinance as published in pamphlet form are available for inspection and distribution at the Office of the City Clerk at the City Office.

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City Clerk

# Narrative

## February 17, 2026



### **Council Narrative – Proposed Passenger Loading and Unloading Ordinance**

The Alliance Police Department is requesting adoption of an ordinance addressing passenger loading and unloading.

Current Nebraska statute and the City's traffic and parking code broadly allow temporary stopping for the purpose of loading or unloading passengers. While intended to permit brief curbside drop-offs, this language significantly limits the City's ability to address unsafe behavior.

Officers regularly encounter vehicles stopping in travel lanes, fire lanes, double-parking, blocking crosswalks and intersections, and discharging passengers into active traffic. Drivers frequently state they are only picking up or dropping off a passenger, which is generally consistent with existing law and leaves officers with few enforcement options unless a more serious violation occurs.

The proposed ordinance would not prohibit loading or unloading passengers. Instead, it authorizes the City to designate specific loading areas and require drivers to use those locations and comply with posted traffic control devices. Violations would occur only when a driver loads or unloads passengers outside designated areas or fails to follow posted direction.

This is a preventative safety measure intended to reduce hazardous traffic conditions and allow officers to address dangerous behavior before an injury occurs.

**RECOMMENDATION: ADOPT ORDINANCE 26-59**

**Ordinance No. 3016**

**A AN ORDINANCE OF THE CITY OF ALLIANCE, NEBRASKA ADDING ALLIANCE MUNICIPAL CODE SECTION 26-59 DESIGNATING CERTAIN AREAS WHERE IT IS UNLAWFUL FOR DRIVERS OF MOTOR VEHICLES TO ALLOW ITS PASSENGERS TO LOAD INTO OR UNLOAD FROM THE VEHICLE AND PROVIDING THAT LEAVING A VEHICLE UNATTENDED IN A LOADING ZONE IS PROHIBITED PARKING; REPEALING EXISTING PROVISIONS OF THE CITY CODE NOT CONSISTENT WITH THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

SECTION 1. Section 26-59 of the Alliance Municipal Code is added as follows:

**Sec. 26-59. – Passenger Loading and Unloading**

- (1) It shall be unlawful for any person driving a motor vehicle to stop in the following areas for the purposes of allowing passengers to load into or unload from the vehicle:
  - (a) In the travel lane of any roadway. A person driving a motor vehicle must pull to the extreme right-hand side of a two-way roadway, either side of a one-way street, or designated loading areas to allow passengers to load into or unload from the vehicle.
  - (b) In any area designated by a red curb and signage indicating “Fire Lane – No Standing or Parking.” This subsection shall not apply to drivers of school buses temporarily stopped for loading and unloading of passengers on the North Side of Grandview Elementary School on East 7<sup>th</sup> St.
  - (c) In the intersection of any street.
  - (d) In a crosswalk.
  - (e) In any other location that would be considered unsafe to the passengers loading or unloading or to other drivers or pedestrians.
- (2) Areas marked by a yellow curb and signage indicating a loading zone are for temporary, active loading and unloading of passengers only. No person may park in such marked loading zones. For purposes of this subsection, parking a vehicle includes leaving the vehicle unattended and unoccupied for any period of time.

SECTION 2. All ordinances, parts of ordinances, resolutions, and policies of the City of Alliance in conflict with this ordinance are hereby repealed.

SECTION 3. 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 \_\_\_\_\_, 2026

\_\_\_\_\_  
John McGhehey, Mayor

(SEAL)

Attest:

\_\_\_\_\_  
Ammie L. Bedient, City Clerk

Approved as to Form and Legality:

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

# Narrative

## February 17, 2026



### RESOLUTION - Adopt changes to landfill Commercial refuse rates.



Over the last year, the City of Alliance conducted an extensive rate study evaluating refuse collection fees and disposal rates at the Alliance Municipal Solid Waste Disposal Facility. These proposed changes were discussed in detail during several City Council meetings, and multiple rate adjustments have already been adopted. Residential collection rates and tipping fees have been updated in accordance with the recommendations provided by the engineering firm that completed the study.

Historically, the City has not provided commercial refuse collection services, except in a few rare instances. The commercial refuse collection rates currently listed are remnants of past rate sheets and were not part of the recent rate study, as these services are seldom provided. However, several entities have recently requested commercial refuse pickup and placement of City-owned dumpsters at their locations.

Staff reviewed the existing commercial refuse rates and is proposing simplifying the rate structure while eliminating unnecessary portions of it. Staff believes that if a commercial entity uses a shared alley dumpster, the cost to service it is no different from servicing a residential shared dumpster. Therefore, the recommended rate for a shared commercial dumpster is **\$30.43 per month**, consistent with the residential rate.

In situations where a commercial customer requires a dumpster placed in a location not shared by others, the cost to service that location increases. For these single-use commercial dumpsters, staff is recommending a monthly charge of **\$77.47 per container**. If a customer requires multiple dumpsters, this charge will apply to each unit. The size of the dumpster at each location will be determined by refuse drivers, as is currently done for residential customers. Most commercial customers can anticipate weekly collection on Fridays. In areas where commercial dumpsters are located within residential alleys, dumpsters may be serviced twice weekly along with residential routes.

Staff does not recommend adopting a special nonprofit rate. There is no indication that refuse generated by nonprofit entities is less expensive to collect or dispose of. Offering reduced rates to these entities would require other customers to absorb the cost difference.

# Narrative

## February 17, 2026



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## Proposed Commercial Rate Structure

- **Commercial Shared Alley Dumpster:** \$30.43 per month
- **Commercial 1.5-, 2-, or 3-Yard Dumpster:** \$77.47 per container per month

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## Current Commercial Rate Structure (for reference)

- 90-Gallon Container: \$36.43
- 90-Gallon Nonprofit: \$18.22
- 1.5-Yard Container: \$77.47
- 2-Yard Container Nonprofit: \$38.74
- 3-Yard Container Nonprofit: \$75.67
- 3-Yard Container: \$151.30

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In the interest of serving our community with continued professionalism and efficiency, staff believes these changes are appropriate. Several new dumpsters have recently been purchased and will arrive soon. If there is an increase in commercial customers requesting City refuse services, current staff and equipment should be sufficient to manage the additional workload. No additional staff or equipment is expected to be necessary unless there is an unusually large and unforeseen increase in demand.

To prepare for potential increases in service requests, half of the dumpster budget has been held in reserve until demand is known and additional purchases can be made if needed.

The City does not mandate that any dumpster be used exclusively by a single customer. If a commercial customer requests a private or locking dumpster, the city does not provide that level of customized service. Customers needing private or secured containers must obtain them from a private provider.

**RECOMMENDATION: APPROVE CHANGES TO COMMERCIAL RATE STRUCTURE AND MODIFY LANDFILL COLLECTION RATES.**

**RESOLUTION NO. 26-10**

A RESOLUTION AMENDING DISPOSAL RATES FOR SOLID WASTE AND REPEALING PORTIONS OF ORDINANCES OR RESOLUTIONS NOT CONSISTENT WITH THE CHANGES HEREIN.

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

SECTION 1. Staff has prepared amendments to disposal rates for solid waste for submission to the City Council.

SECTION 2. The City Council has received and reviewed the proposed changes and finds such changes to be in the best interest of the City of Alliance and should be therefore adopted pursuant to Sec. 28-483(a) and 28-484(a) of the Alliance Municipal Code. All such rates are hereby amended effective April 1, 2026, in the following particulars:

	<b>April 1, 2026</b>
<b>Rate Class</b>	<b>New Rates</b>
Commercial – City (shared alley container)	\$30.43
Commercial – City (1.5 yard, 2 yard, 3 yard container)	\$77.47

SECTION 3. All other ordinances, resolutions, or policies of the City of Alliance not consistent with the amendment made herein are hereby repealed. Provided, however, that the annual adjustment as set forth in Sec. 28-483(h) and Sec. 28-484(c) of the Alliance Municipal Code shall not be repealed by this Resolution.

SECTION 4. This resolution shall go into effect as upon its passage, approval, and publication according to law, provided that rate increases shall not take effect until April 1, 2026.

PASSED AND APPROVED this 17<sup>th</sup> Day of February, 2026.

(SEAL)

\_\_\_\_\_  
John McGhehey, Mayor

Attest: \_\_\_\_\_  
Ammie L. Bedient, City Clerk

Approved as to Form and Legality:

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Simmons Olsen Law Firm, Legal Counsel



# Narrative

## February 17, 2026

### **DISCUSSION: FUEL AND SIZE OF GENERATION PLANT**

In January of 2025, City Council approved a resolution awarding a contract for an alternate feed line feasibility study to Farris Engineering. The study came back to City Council in June of 2025. The study examined the feasibility of building an alternate feed line from three different sources/directions or building generation plants to accommodate the Cities electrical needs. After all the numbers came back, it was obvious that building generation at Emerson and Broadwater substations would be the more economical route to pursue.

At the request of Council, Farris Engineering has submitted a multi-year Scope of Costs proposal. They have estimated a 5-year time frame to accomplish the two separate generation facilities. Costs were estimated for both diesel and natural gas fueled engines.

Staff is seeking input on which direction Council wants to proceed. Do we proceed, choice of fuel and the amount of generation to be installed. After the direction we want to proceed is determined, Staff will be able to start the planning process.

February 5, 2026

Kirby Bridge  
 City of Alliance  
 1313 W First Street  
 Alliance, NE 69301

SUBJECT: Alliance Power Generation Facilities Estimated Cost Breakdown  
 FE # P25200104

Dear Mr. Bridge,

This letter provides a summary level breakdown of the anticipated costs associated with the proposed civil, mechanical, electrical, plumbing, fire protection, and structural engineering along with architectural services to develop and produce construction documents, construction administration, and complete construction. This information is provided to support the City of Alliance to understand potential annual budget requirements associated with the proposed project scope.

As discussed, the project is structured to separate the design and construction of the 25<sup>th</sup> and Emerson Generation Plant and Broadwater Road Generation Plant so that they do not occur concurrently. The current schedule anticipates completion of design for one generation plant design in 2026, with anticipated construction starting in 2027. Design of the second generation plant is anticipated to be completed in 2027, with anticipated construction beginning in 2028 and extending through 2030.

The anticipated cost breakdown is included for both a natural gas generator system and a diesel generator system. Once the City has a final selection for the preferred generator fuel source, only that selected fuel source system will be advanced through final design and construction.

Natural Gas - Alliance Power Generation Facilities Estimated Cost Breakdown					
Year	2026	2027	2028	2029	2030
25th and Emerson Generation Plant Design	\$ 318,556.00	\$ 28,741.00	\$ 28,741.00	\$ 28,741.00	
25th and Emerson Generation Plant Construction		\$ 4,500,000.00	\$ 3,000,000.00	\$ 7,500,000.00	
Broadwater Road Generation Plant Design		\$ 318,556.00	\$ 28,741.00	\$ 28,741.00	\$ 28,741.00
Broadwater Road Generation Plant Construction			\$ 4,500,000.00	\$ 3,000,000.00	\$ 7,500,000.00
Yearly Total	\$ 318,556.00	\$ 4,847,297.00	\$ 7,557,482.00	\$ 10,557,482.00	\$ 7,528,741.00

<b>Total Cost</b>	<b>\$ 30,809,558.00</b>
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Diesel - Alliance Power Generation Facilities Estimated Cost Breakdown					
Year	2026	2027	2028	2029	2030
25th and Emerson Generation Plant Design	\$ 318,556.00	\$ 28,741.00	\$ 28,741.00	\$ 28,741.00	
25th and Emerson Generation Plant Construction		\$ 1,500,000.00	\$ 1,250,000.00	\$ 2,750,000.00	
Broadwater Road Generation Plant Design		\$ 318,556.00	\$ 28,741.00	\$ 28,741.00	\$ 28,741.00
Broadwater Road Generation Plant Construction			\$ 1,500,000.00	\$ 1,250,000.00	\$ 2,750,000.00
Yearly Total	\$ 318,556.00	\$ 1,847,297.00	\$ 2,807,482.00	\$ 4,057,482.00	\$ 2,778,741.00

<b>Total Cost</b>	<b>\$ 11,809,558.00</b>
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February 5, 2026  
Page 2 of 2

This breakdown is intended to help support the City of Alliance budgeting and planning efforts by illustrating how projects costs may be allocated between design and construction, as well as the anticipated sequencing of work. Final costs and schedules will be refined as the design progresses and additional project details are confirmed.

Please reach out with any additional questions or information required.

Sincerely,

FARRIS ENGINEERING



Ericka Nienhueser PE

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**BRINGING YOUR BUILDINGS TO LIFE**

402-330-5900 | 12700 W. Dodge Road, Omaha, NE 68154 | [farris-usa.com](http://farris-usa.com)

## R.R.S. Neb. § 19-5401

Current through all Acts of the 1st Session of the 109th Legislature (2025); and the 2024 ballot propositions.

***Revised Statutes of Nebraska Annotated > Chapter 19 Cities and Villages; Laws Applicable to More than One and Less than All Classes (Arts. 1 — 58) > Article 54 Vacant Property Registration Act (§§ 19-5401 — 19-5408)***

### **§ 19-5401. Act, how cited.**

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Sections 19-5401 to 19-5408 shall be known and may be cited as the Vacant Property Registration Act.

### **History**

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2018 LB 256, § 1, effective July 19, 2018.

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End of Document

## R.R.S. Neb. § 19-5402

Current through all Acts of the 1st Session of the 109th Legislature (2025); and the 2024 ballot propositions.

***Revised Statutes of Nebraska Annotated > Chapter 19 Cities and Villages; Laws Applicable to More than One and Less than All Classes (Arts. 1 — 58) > Article 54 Vacant Property Registration Act (§§ 19-5401 — 19-5408)***

### **§ 19-5402. Legislative findings and declarations.**

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The Legislature finds and declares that:

- (1) Vacant properties have the potential to create a host of problems for Nebraska communities, including a propensity to foster criminal activity, create public health problems, and otherwise diminish quality of life;
- (2) Vacant properties have the potential to reduce the value of area properties, increase the risk of property damage through arson and vandalism, and discourage neighborhood stability;
- (3) Vacant properties represent unrealized economic growth in Nebraska communities;
- (4) A vacant property registration ordinance allows a municipality to discourage property vacancy, maintain unoccupied buildings, provide a data base of vacant properties and their owners, and assess fees for the increased public costs associated with vacant properties;
- (5) Fees imposed under a vacant property registration ordinance have the potential to benefit the owners of vacant properties by helping to finance additional government services to protect the value and security of such properties; and
- (6) Enactment of a vacant property registration ordinance is a proper exercise of governmental authority to protect the public health, safety, and welfare of community residents and a valid regulatory scheme.

### **History**

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2018 LB 256, § 2, effective July 19, 2018.

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## R.R.S. Neb. § 19-5403

Current through all Acts of the 1st Session of the 109th Legislature (2025); and the 2024 ballot propositions.

***Revised Statutes of Nebraska Annotated > Chapter 19 Cities and Villages; Laws Applicable to More than One and Less than All Classes (Arts. 1 — 58) > Article 54 Vacant Property Registration Act (§§ 19-5401 — 19-5408)***

### **§ 19-5403. Purposes of act.**

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The purposes of the Vacant Property Registration Act are to promote the health, safety, and welfare of Nebraska residents by providing authority for municipalities to enact vacant property registration ordinances. Such ordinances will allow communities to identify and register vacant properties, collect fees to compensate for the public costs of vacant properties, plan for the rehabilitation of vacant properties, and encourage the occupancy of vacant properties.

### **History**

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2018 LB 256, § 3, effective July 19, 2018.

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## R.R.S. Neb. § 19-5404

Current through all Acts of the 1st Session of the 109th Legislature (2025); and the 2024 ballot propositions.

***Revised Statutes of Nebraska Annotated > Chapter 19 Cities and Villages; Laws Applicable to More than One and Less than All Classes (Arts. 1 — 58) > Article 54 Vacant Property Registration Act (§§ 19-5401 — 19-5408)***

### **§ 19-5404. Terms, defined.**

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For purposes of the Vacant Property Registration Act:

- (1) Evidence of vacancy means any condition or circumstance that on its own or in combination with other conditions or circumstances would lead a reasonable person to believe that a residential building or commercial building is vacant. Such conditions or circumstances may include, but are not limited to:
  - (a) Overgrown or dead vegetation, including grass, shrubbery, and other plantings;
  - (b) An accumulation of abandoned personal property, trash, or other waste;
  - (c) Visible deterioration or lack of maintenance of any building or structure on the property;
  - (d) Graffiti or other defacement of any building or structure on the property; or
  - (e) Any other condition or circumstance reasonably indicating that the property is not occupied for residential purposes or being used for the operation of a lawful business;
- (2) Municipality means a city of the first class, city of the second class, or village;
- (3) Owner means the person or persons shown to be the owner or owners of record on the records of the register of deeds;
- (4) Residential building means a house, a condominium, a townhouse, an apartment unit or building, or a trailer house; and
- (5) Vacant means that a residential building or commercial building exhibits evidence of vacancy.

### **History**

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2018 LB 256, § 4, effective July 19, 2018.

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## R.R.S. Neb. § 19-5405

Current through all Acts of the 1st Session of the 109th Legislature (2025); and the 2024 ballot propositions.

***Revised Statutes of Nebraska Annotated > Chapter 19 Cities and Villages; Laws Applicable to More than One and Less than All Classes (Arts. 1 — 58) > Article 54 Vacant Property Registration Act (§§ 19-5401 — 19-5408)***

### **§ 19-5405. Vacant property registration ordinance; adoption by municipality.**

Under the Vacant Property Registration Act, a municipality may adopt a vacant property registration ordinance which applies to any type of either residential or commercial buildings or both, located within the corporate limits of the municipality, except that a vacant property registration ordinance shall not apply to property owned by the federal government, the State of Nebraska, or any political subdivision thereof. A vacant property registration ordinance shall create a city-wide vacant property registration database and clearly designate a program administrator.

### **History**

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2018 LB 256, § 5, effective July 19, 2018.

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## R.R.S. Neb. § 19-5406

Current through all Acts of the 1st Session of the 109th Legislature (2025); and the 2024 ballot propositions.

***Revised Statutes of Nebraska Annotated > Chapter 19 Cities and Villages; Laws Applicable to More than One and Less than All Classes (Arts. 1 — 58) > Article 54 Vacant Property Registration Act (§§ 19-5401 — 19-5408)***

### **§ 19-5406. Registration of property; duty of owner; information required; fee; exemptions.**

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(1) Owners of vacant property subject to a vacant property registration ordinance adopted pursuant to section 19-5405 shall be required to register such property with the program administrator if the property has been vacant for one hundred eighty days or longer. A vacant property registration ordinance registration form shall be in either paper or electronic form, and the following information shall be required:

- (a) The name, street address, mailing address, telephone number, and, if applicable, the facsimile number and email address of the property owner and his or her agent;
- (b) The street address and parcel identification number of the vacant property;
- (c) The transfer date of the instrument conveying the property to the owner; and
- (d) The date on which the property became vacant.

(2)

(a) A vacant property registration ordinance may require payment of a fee one hundred eighty days after initial registration of the vacant property pursuant to subsection (1) of this section or three hundred sixty days after the property becomes vacant, whichever is sooner, and may require the payment of supplemental registration fees at intervals not more frequently than every six months thereafter for as long as the property remains on the vacant property registration database. The initial registration fee shall be not more than two hundred fifty dollars for a residential property and not more than one thousand dollars for a commercial property. A supplemental registration fee shall be not more than double the previous fee amount, with a maximum supplemental registration fee of ten times the initial registration fee amount. Registration fees may be refundable for the year preceding the date on which the property is no longer vacant.

(b) A vacant property registration ordinance shall provide an exemption to the registration and fee requirements for vacant property that is advertised in good faith for sale or lease.

(c) A vacant property registration ordinance may provide exemptions to the registration and fee requirements, including, but not limited to, for vacant property:

- (i) Only considered to be a seasonal residence;
- (ii) Damaged by fire, weather, an act of God, or vandalism;
- (iii) Under construction or renovation;
- (iv) Where the owner is temporarily absent, but who has demonstrated his or her intent to return; and
- (v) Which is subject to divorce, probate, or estate proceedings.

### **History**

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§ 19-5406. Registration of property; duty of owner; information required; fee; exemptions.

2018 LB 256, § 6, effective July 19, 2018.

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## R.R.S. Neb. § 19-5407

Current through all Acts of the 1st Session of the 109th Legislature (2025); and the 2024 ballot propositions.

*Revised Statutes of Nebraska Annotated > Chapter 19 Cities and Villages; Laws Applicable to More than One and Less than All Classes (Arts. 1 — 58) > Article 54 Vacant Property Registration Act (§§ 19-5401 — 19-5408)*

### **§ 19-5407. Vacant property registration ordinance; contents; program administrator; powers.**

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(1) A vacant property registration ordinance shall:

- (a) Provide that a subsequent owner or owners of property subject to the ordinance will assume the obligations of the previous owner or owners;
- (b) Provide for removal of the property from the vacant property registration database when the property is no longer vacant;
- (c) Require submission of an owner plan for occupancy of the property; and
- (d) Provide that owners have the right to prior notice and to appeal adverse decisions of the municipality or the program administrator. Such notice shall be sent by certified mail to the registered owner at the address maintained in the register of deeds' office at least ten days prior to such adverse decision.

(2) A vacant property registration ordinance may allow the program administrator or his or her designee to inspect the interior and exterior of the vacant property upon registration and at one-year intervals thereafter for so long as the property remains on the vacant property registration database. A vacant property registration ordinance may provide for municipal fines for failure to comply with its requirements. A municipality may enforce the collection of vacant property registration fees by civil action in any court of competent jurisdiction. Unpaid vacant property registration fees and unpaid fines for any violation of a vacant property registration ordinance shall become a lien on the applicable property upon the recording of a notice of such lien in the office of the register of deeds of the county in which the applicable property is located. The lien created under this subsection shall be subordinate to all liens on the applicable property recorded prior to the time the notice of such lien under this subsection is recorded.

### **History**

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2018 LB 256, § 7, effective July 19, 2018.

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## R.R.S. Neb. § 19-5408

Current through all Acts of the 1st Session of the 109th Legislature (2025); and the 2024 ballot propositions.

***Revised Statutes of Nebraska Annotated > Chapter 19 Cities and Villages; Laws Applicable to More than One and Less than All Classes (Arts. 1 — 58) > Article 54 Vacant Property Registration Act (§§ 19-5401 — 19-5408)***

### **§ 19-5408. Supplemental provisions.**

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The provisions of the Vacant Property Registration Act shall be supplemental and in addition to any other laws of the State of Nebraska relating to vacant property.

### **History**

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2018 LB 256, § 8, effective July 19, 2018.

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Ordinance No. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF ALLIANCE, NEBRASKA ADDING ALLIANCE MUNICIPAL CODE CHAPTER 29 AS A VACANT PROPERTY REGISTRATION ORDINANCE, MAKING DECLARATIONS SUPPORTING THE ORDINANCE, STATING THE PURPOSE OF THE ORDINANCE, DEFINING TERMS USED IN THE ORDINANCE, STATING THE APPLICABILITY OF THE ORDINANCE TO RESIDENTIAL AND COMMERCIAL PROPERTIES WITHIN THE CITY OF ALLIANCE, PROVIDING FOR EXEMPTIONS, CREATING A CITY-WIDE VACANT PROPERTY REGISTRATION DATABASE, PROVIDING REQUIRMENTS OF REGISTRATION AND REGISTRATION FEES, REQUIRING OWNERS OF VACANT PROPERTIES TO SUBMIT AN OWNERS PLAN OF OCCUPANCY, PROVIDING FOR ENFORCEMENT MECHANISMS AND THE PROPERTY OWNER'S RIGHT TO NOTICE AND APPEAL OF ADVERSE DECISIONS; REPEALING EXISTING PROVISIONS OF THE CITY CODE NOT CONSISTENT WITH THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

SECTION 1. Chapter 29 of the Alliance Municipal Code is added as follows:

**Chapter 29 – VACANT PROPERTY REGISTRATION ORDINANCE**

**ARTICLE I. – IN GENERAL**

**Section 29-1. – Findings**

The City of Alliance finds and declares that:

1. Vacant properties have the potential to create a host of problems for Nebraska communities, including a propensity to foster criminal activity, create public health problems, and otherwise diminish quality of life;
2. Vacant properties have the potential to reduce the value of area properties, increase the risk of property damage through arson and vandalism, and discourage neighborhood stability;
3. Vacant properties represent unrealized economic growth in Nebraska communities;
4. A vacant property registration ordinance allows the City to discourage property vacancy, maintain unoccupied buildings, provide a data base of vacant properties and their owners, and assess fees for the increased public costs associated with vacant properties;
5. Fees imposed under a vacant property registration ordinance have the potential to benefit the owners of vacant properties by helping to finance additional government services to protect the value and security of such properties; and

6. Enactment of this Chapter is a proper exercise of governmental authority to protect the public health, safety, and welfare of community residents and a valid regulatory scheme.

### **Section 29-2. – Purposes**

The purposes of this Vacant Property Registration Ordinance are to promote the health, safety, and welfare of Alliance residents by providing authority for enacting vacant property registration requirements. This Chapter will allow Alliance to identify and register vacant properties, collect fees to compensate for the public costs of vacant properties, plan for the rehabilitation of vacant properties, and encourage the occupancy of vacant properties.

### **Section 29-3. – Definitions**

For the purposes of this Chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

*Commercial building* means any building which may be used for commercial purposes and which is not a residential building.

*Evidence of vacancy* means any condition or circumstance that on its own or in combination with other conditions or circumstances would lead a reasonable person to believe that a residential or commercial building is vacant. Such conditions or circumstances may include, but are not limited to:

1. Lack of active utility service accounts;
2. Overgrown or dead vegetation, including grass, shrubbery, and other plantings;
3. An accumulation of abandoned personal property, trash, or other waste;
4. Visible deterioration or lack of maintenance of any building or structure on the property;
5. Graffiti or other defacement of any building or structure on the property;
6. Any other condition or circumstance reasonably indicating that the property is not occupied for residential purposes or being used for the operation of a lawful business.

*Owner* means the person or persons shown to be the owner or owners of record in the records of the Box Butte County Register of Deeds.

*Program administrator* means the Community Development Director of the City.

*Residential building* means a house, a condominium, a townhouse, an apartment unit or building, or a trailer house.

*Vacant* means that a residential or commercial building exhibits evidence of vacancy.

*Vacant Property Registration Ordinance* means Chapter 29 of the Alliance Municipal Code.

## **ARTICLE II. – APPLICATION AND REQUIREMENTS**

### **Section 29-4. – Application**

This Vacant Property Registration Ordinance applies to all residential buildings and commercial buildings located within the corporate limits of the City of Alliance, except for property owned by the federal government, the State of Nebraska, or any political subdivision thereof.

### **Section 29-5. – Registration**

1. Owners of vacant property subject to this Vacant Property Registration Ordinance must register such property with the program administrator if the property has been vacant for 180 days or longer.
2. The City will provide a Vacant Property Registration Ordinance registration form in either paper or electronic form requiring the following information:
  - a. The name, street address, mailing address, telephone number, and, if applicable, the facsimile number and email address of the property owner and his or her agent;
  - b. The street address and parcel identification number of the vacant property;
  - c. The transfer date of the instrument conveying the property to the owner; and
  - d. The date on which the property became vacant.
3. The program administrator will record the information obtained from the registration forms in a City-wide vacant property registration database.
4. If the property administrator acquires knowledge of any evidence of vacancy related to a residential or commercial building, the property administrator may take any legal means necessary to determine whether the property is vacant. If the property administrator determines that the property is vacant and no exemption applies, then the property administrator may register the property in the City-wide vacant property registration database.
5. The program administrator will remove property from the City-wide vacant property registration database after the program administrator is informed and confirms that the property is no longer vacant.

**Section 29-6. – Fees**

1. For purposes of this section, the *initial fee date* means the earlier of (i) 180 days after the initial registration of the vacant property with the program administrator or (ii) 360 after the property becomes vacant. An owner of vacant property must pay the City the applicable registration fees as set forth in the table below as long as the property remains on the vacant property registration database.

<b>Fee Due Date</b>	<b>Residential Property Fee</b>	<b>Commercial Property Fee</b>
Initial fee date	\$250.00	\$1,000.00
6 months after initial fee date	\$500.00	\$2,000.00
12 months after initial fee date	\$1,000.00	\$4,000.00
18 months after initial fee date	\$2,000.00	\$8,000.00
24 months after initial fee date	\$2,500.00	\$10,000.00

2. Registration fees will be refunded for the calendar year preceding the date on which the property is no longer vacant.

**Section 29-7. – Exemptions**

The registration and fee requirements of the Vacant Property Registration Ordinance do not apply to vacant property:

1. That is advertised in good faith for sale or lease.
2. Only considered to be a seasonal residence.
3. Which is subject to divorce, probate, or estate proceedings.

**Section 29-8. – Owner Plan of Occupancy**

1. Within 30 days after a property is placed on the City-wide vacant property registration database, the owner must submit to the program administrator an owner plan of occupancy of the property. The owner plan of occupancy must be acceptable to the program administrator.
2. If the owner plan of occupancy is not acceptable to the program administrator, then the program administrator must notify the owner of the deficiencies and the time-frame, of not less than 10 days to remedy the deficiencies.
3. Once an owner plan of occupancy for a property is accepted by the program administrator, the owner must carry out the plan with due diligence until the property is no longer vacant.

### **Section 29-9. – Subsequent Owners**

A subsequent owner or owners of property subject to this Vacant Property Registration Ordinance will assume the obligations of the previous owner or owners.

## **ARTICLE III. – ENFORCEMENT**

### **Section 29-10. – Inspections**

The program administrator or his or her designee may inspect the interior and exterior of the vacant property upon registration and at one-year intervals thereafter for so long as the property remains on the vacant property registration database.

### **Section 21-11. – Municipal Fines**

The program administrator may impose a municipal fine of up to \$500 per violation by an owner of vacant property who fails to comply with any requirement of this Vacant Property Registration Ordinance. The municipal fine is in addition to the vacant property registration fees.

### **Section 21-12. – Civil Action**

The City may enforce the collection of vacant property registration fees by civil action in any court of competent jurisdiction.

### **Section 21-13. – Liens**

Unpaid vacant property registration fees and unpaid fines for any violation of this this Vacant Property Registration Ordinance shall become a lien on the applicable property upon the recording of a notice of such lien in the office of the Box Butte County Register of Deeds.

## **ARTICLE IV. – APPEALS**

### **Section 21-14. – Notice and Right to Appeal**

1. Owners have the right to prior notice and to appeal the adverse decisions of the City or the program administrator as set forth in this Article.
2. At least 10 days prior to the program administrator or City taking any of the following actions according to this Vacant Property Registration Ordinance, the program administrator must send, by certified mail, notice of the proposed action to the registered owner of the property at the address maintained in the Box Butte County Register of Deeds' office:
  - a. Registering the property in the City-wide vacant property registration database according to Section 29-5(4) of this Vacant Property Registration Ordinance.

- b. Imposing a municipal fine according to Section 21-11 of this Vacant Property Registration Ordinance.
  - c. Filing a civil action according to Section 21-12 of this Vacant Property Registration Ordinance.
  - d. Recording a notice of lien according to Section 21-13 of this Vacant Property Registration Ordinance.
3. The owner may appeal the decision of the program administrator or City by filing a written appeal with the City Manager within 14 days after the date of the notice of the proposed action. The owner must include all evidence supporting the reason for the appeal. The City Manager may consider all evidence submitted by the owner and the program administrator and will rule on the appeal within 30 days after the appeal is filed with the City Manager. The City Manager will send his or her decision to the owner at the same address to which the notice of proposed action was sent.
4. The owner may appeal the decision of the City Manager to the City Council by filing a written appeal with the City Clerk within 14 days after the date the City Manager's decision was mailed to the owner. The owner must include all evidence supporting the reason for the appeal. The City Clerk will place the issue on the agenda at the next regular City Council Meeting. At such meeting the program administrator and City Manager will present their reasons for the proposed actions and the property owner will present his or her reasons for the appeal. Both parties may call witnesses and submit documentary evidence to the City Council.. The City Council will make its decision on the appeal within 30 days after the hearing.

SECTION 2. All ordinances, parts of ordinances, resolutions, and policies of the City of Alliance in conflict with this ordinance are hereby repealed.

SECTION 3. This ordinance shall be in full force and effect from and after its approval, passage, and publication according to law.

\_\_\_\_\_  
John McGhehey, Mayor

Attest: \_\_\_\_\_  
Ammie Bedient, City Clerk

Approved as to Form and Legality:

\_\_\_\_\_  
City Attorney