

# Council Meetings

## October 7, 2025 City Council Meeting

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Building the Best Hometown in America®

**ALLIANCE, NEBRASKA  
CITY COUNCIL MEETING  
Alliance Learning Center  
1750 Sweetwater Avenue  
October 7, 2025 – 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  
Cemetery Certificates  
Resolution No. 25-126 – Acceptance of Weisgerber Resignation  
Resolution No. 25-127 – WAPA Agreement Amendment No. 1  
Resolution No. 25-128 – Police Department Radio Purchase  
Resolution No. 25-129 – Streets Department Wheel Loader Purchase

**B. Ordinance No. 3006 – School Zones Speed Restrictions – Chapter 26-52, titled *School Zones* – Second Reading**

Ordinance No. 3006 is before City Council on Second Reading, which will approve and amend the City of Alliance Municipal Code Section 26-52, titled *School Zones*. The amendment will allow for speed limits within all school zones, which shall be 15 miles per hour between the hours of 7:00 a.m. and 5:00 p.m. when school is in session, with the exception of school zones on Box Butte Avenue and East 10<sup>th</sup> Street, which shall be 20 miles per hour between the hours of 7:00 a.m. and 5:00 p.m. when school is in session. Staff is requesting the third and final reading be waived.

**C. Ordinance No. 3007 – Bicycles, Electric Bicycles, Electric Scooters, Minibikes and Golf Cart Operations and Regulations – First Reading**

Ordinance No. 3007 is before the City Council on First Reading, which will approve and amend the City of Alliance Municipal Code Section 26-161 through 26-166 regarding Bicycles, Electric Bicycles, Electric Scooters, Minibikes and Golf Cart operations and regulations.

**D. Tabled Item – Resolution No. 25-117 – MicroTIF Application for 424 Missouri Avenue**

Resolution No. 25-117 which will approve the Plan and Project for Wildflower Haven, LLC at 424 Mississippi Avenue which has been determined that the Plan meets the requirements of Section 18-2155(2) of the Community Development Law and is consistent with the City's Comprehensive Plan.

**E. Tabled Item – Resolution No. 25-118 – MicroTIF Application for 507 Toluca Avenue**

Resolution No. 25-118 which will approve the Plan and Project for Wildflower Haven LLC at 507 Toluca Avenue which has been determined that the Plan meets the requirements of Section 18-2155(2) of the Community Development Law and is consistent with the City's Comprehensive Plan.

**City of Alliance Goals**

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

**F. Tabled Item – Resolution No. 25-119 – MicroTIF Application for 820 Missouri Avenue**

Resolution No. 25-118 which will approve the Plan and Project for Christina and Scott Yates at 820 Missouri Avenue which has been determined that the Plan meets the requirements of Section 18-2155(2) of the Community Development Law and is consistent with the City’s Comprehensive Plan.

**G. Resolution No. 25-130 – Acceptance of Resignation of City Manager Sorensen**

Resolution No. 25-130 will formally accept the resignation of City Manager Sorensen with a final employment of October 31, 2025.

**H. Resolution No. 25-131 – Alliance Police Department Fee Schedule Increase**

Resolution No. 25-131 will accept and approve the amended fees to the Alliance Police Department Fee Schedule.

**I. Discussion Item – Proposed Referendum**

The Alliance City Council will discuss a potential referendum on the Property Tax Request (Resolution No. 25-124) and the 2025-26 Budget Ordinance (Ordinance No. 3003) and authorize the City Attorney to seek a declaratory judgment on behalf of the City to determine whether the Resolution and Ordinance are subject to referendum.

**J. Discussion Item – City Manager Vacancy**

The Alliance City Council will discuss and direct staff on how to proceed with filling the upcoming vacancy of the City Manager.

▪ **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 – October 7, 2025

1. Approval: Minutes of the Regular Meeting, September 16, 2025, Special Meeting, September 18, 2025 and Special Meeting, September 23, 2025.
2. Approval: Payroll from October 3, 2025 in the total amount of \$382,385.74.
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; \$1,410,021.70.
4. Approval: Cemetery Certificate for Reza, Carlos D.
5. Approval: Resolution No. 25-126 which will accept Councilman Weisgerber's Resignation.
6. Approval: Resolution No. 25-127 which will authorize the Mayor to execute the Amendment No. 1 to Contract No. 14-RMR-2546 with Western Area Power Administration.
7. Approval: Resolution No. 25-128 which will authorize the purchase of six (6) mobile radios and two (2) dispatch radios from Motorola Solutions in the amount of \$81,008.98 from GL # 01-31-32-59-950 Capital Outlay Mach., Equip..
8. Approval: Resolution No. 25-129 which will approve the purchase of a John Deere 624-P Wheel Loader from Murphy Tractor & Equipment Co., of Gering, Nebraska in the amount of \$274,250.00 from GL # 24-41-41-59-950.

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

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

September 16, 2025

**ALLIANCE CITY COUNCIL**

REGULAR MEETING, TUESDAY, SEPTEMBER 16, 2025

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

The Alliance City Council met in a Regular Meeting, September 16, 2025 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 September 10, 2025. 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 September 16, 2025 regular meeting of the Alliance, Nebraska City Council at 7:00 p.m. Present were Mayor McGhehey, Vice Mayor Mashburn and Council Members Weisgerber, Turman, and Yates. Also present were City Manager Sorensen, City Treasurer 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 Vice Mayor Mashburn, seconded by Councilman Turman to approve the Consent Calendar as follows:

**CONSENT CALENDAR – September 16, 2025**

1. Approval: Minutes of the Special Meeting, September 2, 2025, Budget Public Hearing, September 2, 2025, Regular Meeting September 2, 2025 and Budget Workshop, September 4, 2025.
2. Approval: Payroll from September 5, 2025 in the total amount of \$388,995.85.
3. Approval: Alliance Volunteer Fire Department Roster Update.
4. Approval: Claims against the following funds: General, General Debt Service, Trust and Agency, Street, Electric, Refuse Collection and Disposal, Sanitary Sewer, Water, Golf

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Course, Downtown Improvement Districts, R.S.V.P., Keno, and Capital Improvement; \$519,050.58.

5. Approval: Resolution No. 25-111 which will accept and approve the amendments to the City of Alliance Personnel Policy.
6. Approval: Resolution No. 25-112 which will authorize the final payment in the amount of \$42,538.14 from Rural Rebuilds GL # 05-51-54-53-948 for the remaining balance of the transformer purchase.
7. Approval: Resolution No. 25-113 which will provide the City's annual certification to the Nebraska Board of Public Roads Classification and Standards for 2025.
8. Approval: Resolution No. 25-114 which will approve existing Interdepartmental loan from the Electric Fund to the Airport Fund be set at an interest rate of 4% in an amount of \$575,814.00 (remaining balance of principal plus interest for 2024-25) for a period of 120 months (10 years).
9. Approval: Resolution No. 25-115 which will approve existing Interdepartmental loan from the Electric Fund to the General Fund be set at an interest rate of 4% in an amount of \$2,407,951.92 (original amount plus interest for 2024-25) for a period of 180 months (15 years).
10. Approval: Resolution No. 25-116 which will approve the Plan and Project for Bruce and Debra Dopheide at 424 Toluca Avenue which has been determined that the Plan meets the requirements of Section 18-2155(2) of the Community Development Law and is consistent with the City's Comprehensive Plan.
11. Approval: Resolution No. 25-117 which will approve the Plan and Project for Wildflower Haven LLC at 424 Mississippi Avenue which has been determined that the Plan meets the requirements of Section 18-2155(2) of the Community Development Law and is consistent with the City's Comprehensive Plan.
12. Approval: Resolution No. 25-118 which will approve the Plan and Project for Wildflower Haven LLC at 507 Toluca Avenue which has been determined that the Plan meets the requirements of Section 18-2155(2) of the Community Development Law and is consistent with the City's Comprehensive Plan.
13. Approval: Resolution No. 25-119 which will approve the Plan and Project for Christina and Scott Yates at 820 Missouri Avenue which has been determined that the Plan meets the requirements of Section 18-2155(2) of the Community Development Law and is consistent with the City's Comprehensive Plan.
14. Approval: Resolution No. 25-121 which will approve the Plan and Project for Greg and Kelly Rasmussen at 613 Cheyenne Avenue which has been determined that the Plan

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meets the requirements of Section 18-2155(2) of the Community Development Law and is consistent with the City's Comprehensive Plan.

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

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

Mayor McGhehey requested that Resolution No. 25-117, Resolution No. 25-118, and Resolution No. 25-119 be tabled from the Consent Calendar due to a Conflict of Interest of Councilman Yates; and Resolution No. 25-120 be removed from the Consent Calendar as the applicant withdrew their application.

A motion was made by Mayor McGhehey, seconded by Vice Mayor Mashburn to table Resolution No. 25-117, Resolution No. 25-118, and Resolution No. 25-119 from the Consent Calendar; and removing Resolution No. 25-120 from the Consent Calendar.

Roll call vote with the following results:

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

Voting Nay: None.

Motion carried.

The Consent Calendar was approved with the following changes: tabling Resolution No. 25-117, Resolution No. 25-118, and Resolution No. 25-119; removing Resolution No. 25-120.

Roll call vote with the following results:

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

Voting Nay: None.

Motion carried.

- The next item on the agenda for Council was the first reading of Ordinance No. 3005 which will approve the Final Plat for Karell Addition, a 9.14 acre tract of land described as Part of the Southeast Quarter of the Northeast Quarter of Section 34 and Part of the Southwest Quarter of the Northwest Quart of Section 35, Township 25 North, Range West of 6<sup>th</sup> Principal Meridian, Alliance, Box Butte County, Nebraska. The following information was provided:

**[ORDINANCE – FINAL PLAT OF KARELL ADDITION TO THE CITY OF ALLIANCE, BOX BUTTE COUNTY, NEBRASKA.]**

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The City of Alliance is in receipt of an application for a Final Plat for the dedication of Karell Addition to the City of Alliance, Box Butte County, Nebraska.

The proposed addition is located at the southwest corner of West 6th Street and Ramblin Rd. The addition is bordered by Ag, Agriculture zoning to the west, R-4, Atypical Residential Housing and C-3 Heavy Commercial to the north, R-1a, Single Family Residential and C-3 Heavy Commercial to the east, and C-3 Heavy Commercial to the south. The zoning is not proposed to change as part of this subdivision.

The proposed lots are currently vacant. The proposed land use of Lot 3 is camper storage, Lot 2 is cold storage, and Lot 1 is storage. Lot 4s proposed land use is currently unknown. Camper storage will require a Conditional Use Permit. The proposed subdivision is bordered by single family homes to the north, agriculture to the west, a tree trimming and landscaping business to the south, storage units and vacant land to the east.

The plat creates a 20 foot wide utility easement along the east side of proposed Lots 1, 2, and 3 for water main extension. It is a general utility easement so other utilities may co-locate there. The plat will create a 20 foot wide alley between proposed Lots 1-3 and the land to the west (Lot 4). This is primarily to replace an easement for a sanitary sewer trunk main installed in 1968 and provide a secondary means of access to the lots. The alley dead ends at the south end of the proposed subdivision. The Planning Commission recommended adding a 40' x 40' cul-de-sac at the south end of the alley for a turn around and the developer was agreeable to that.

The subdivision is bordered by Nebraska State Highway 2 / US Highway 385 to the west, West 6<sup>th</sup> Street to the north, and Ramblin Road to the east. There are not any proposed streets but there is proposed an approximately 650 foot alley north and south through the subdivision. Highway 2 is a principal arterial and Ramblin Road has begun to function as a minor arterial since the construction of the W 10<sup>th</sup> Street overpass (Transportation Pg. 2). West 6<sup>th</sup> Street is not paved but it would provide access between Ramblin Rd. and Highway 2 and the north sides of Lots 4 and 3 if it were. Ramblin Rd. and Highway 2 would be able to accommodate additional traffic from development of the proposed commercial lots.

Typically, technical drawings and installation guarantees for public improvements are required as part of the subdivision of property located in the City and adjacent to the City. The applicant is requesting the City waive the requirement to install watermain along Ramblin Road. Should Council choose to waive this requirement, staff

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recommends requiring the applicant enter into a deferment agreement with the City that allows the deferment currently and guarantees installation at a future time according to the conditions in the agreement. These conditions are usually things like development, water system looping, pressure requirements, etc.

The City of Alliance Planning Commission met at its regular meeting February 11, 2025 and found that the final plat was consistent with the goals in the Comprehensive Plan and met the minimum requirements of the Alliance Municipal Code. They voted yes on a recommendation to the Alliance City Council for the

approval of Karell Addition to the City of Alliance, Box Butte County, Nebraska provided a 40' X 40' cul-de-sac be added at the south end of the alley, after making the following findings of fact:

- The subdivision would permit additional commercial development along Ramblin Road and Nebraska Highway 2.
- The commercial subdivision is consistent with the neighborhood identification in page LU 9 as commercial.
- The Final Plat contains all components required by Section 107-82 of the Alliance Municipal Code.
- Transportation routes along the west and east lot lines would provide sufficient access to the proposed lots.
- The subdivision meets the minimum requirements of Section 109-51 C-3, Heavy Commercial District (zoning) of the Alliance Municipal Code.

Possible reasons not to approve the plat would be:

- The alley proposed to be dedicated is a dead end.
- West 6<sup>th</sup> Street is not paved.
- The applicant is asking the public improvements not be required for platting.

**RECOMMENDATION: THE APPROVAL OF THE FINAL PLAT OF KARELL ADDITION TO THE CITY OF ALLIANCE, BOX BUTTE COUNTY, NEBRASKA PROVIDED THE APPLICANT ENTER INTO A DEFERMENT AGREEMENT WITH THE CITY IN LIEU OF A COMPLETE WAIVER OF THE REQUIREMENT TO INSTALL THE PUBLIC IMPROVEMENTS.]**

A motion was made by Councilman Yates, seconded by Councilman Turman to approve the first reading of Ordinance No. 3005. Which follows in its entirety:

ORDINANCE NO. 3005

**AN ORDINANCE OF THE CITY OF ALLIANCE, NEBRASKA APPROVING THE FINAL PLAT FOR KARELL ADDITION, A 9.14 ACRE TRACT OF LAND DESCRIBED AS PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34 AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST**

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**QUARTER OF SECTION 35, TOWNSHIP 25 NORTH, RANGE 48 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, ALLIANCE, BOX BUTTE COUNTY, NEBRASKA; AUTHORIZING THE MAYOR TO SIGN THE PLAT; ORDERING THE FINAL PLAT TO BE FILED IN THE OFFICE OF THE REGISTER OF DEEDS OF BOX BUTTE COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

SECTION 1. The City of Alliance has received the application for approval of the Final Plat of Karell Addition, a 9.14 acre tract of land described as part of the Southeast Quarter of the Northeast Quarter of Section 34 and part of the Southwest Quarter of the Northwest Quarter of Section 35, Township 25 North, Range 48 West of the 6<sup>th</sup> Principal Meridian, Alliance, Box Butte County, Nebraska from James Karell, President of Karell Remodeling Services and Properties, Inc.

SECTION 2. The Planning Commission held a public hearing on February 11, 2025, and has recommended the approval of the Final Plat.

SECTION 3. The Final Plat of Karell Addition, a 9.14 acre tract of land described as part of the Southeast Quarter of the Northeast Quarter of Section 34 and part of the Southwest Quarter of the Northwest Quarter of Section 35, Township 25 North, Range 48 West of the 6<sup>th</sup> Principal Meridian, Alliance, Box Butte County, Nebraska is approved by the City of Alliance.

SECTION 4. The Mayor is authorized to sign the Final Plat on behalf of the City of Alliance, Nebraska. Such Final Plat and related documents are ordered to be filed and recorded in the office of the Register of Deeds, Box Butte County, Nebraska

SECTION 5. This ordinance shall be in full force and effect from and after its approval, passage, and publication according to law.

Roll call vote with the following results:

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

Voting Nay: None.

Motion carried.

- The next item on the agenda for Council was first reading of Ordinance No. 3006 which will approve and amend the City of Alliance Municipal Code Section 26-52, titled *School Zones*. The amendment will allow for speed limits within all school zones, which shall be 15 miles per hour between the hours of 7:00 a.m. and 5:00 p.m. when school is in session, with the exception of school zones on Box Butte Avenue and East 10<sup>th</sup> Street,

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which shall be 20 miles per hour between the hours of 7:00 a.m. and 5:00 p.m. when school is in session. The following information was provided:

**[ORDINANCE - Municipal Code Amendment Chapter 26-52, School Zones**

Due to later dismissal times related to the four-day school week, the Alliance Police Department is recommending an adjustment to school zone times, extending the duration on school days by one hour. In addition, we are requesting to lower the school zone speed limit to 15MPH, except for school zones on Box Butte Ave and East 10<sup>th</sup> St., which will remain 20MPH. After discussion with the SRO and other staff, it was decided that maintaining school zone speed limits for the duration of the entire school day was best. This allows for slower speeds as students and staff come and go from the schools due to lunch, physical education and other activities.

**Sec. 26-52. - School zones.**

(a)The school zones are described as follows:

(1)Alliance Middle School, Alliance High School and St. Agnes Academy: Box Butte Avenue from the north line of Tenth Street to the north line of Sixteenth Street; Laramie Avenue from the north line of Tenth Street to the north line of Fourteenth Street; Cheyenne Avenue from the north line of Tenth Street to the north line of Sixteenth Street; Big Horn Avenue from the north line of Tenth Street to the south line of Sixteenth Street; Eleventh Street from the east line of Box Butte Avenue to the west line of Laramie and the from the east line of Toluca Avenue to the east line of Cheyenne; Twelfth Street from the west line of Big Horn Avenue to the east line of Box Butte Avenue; Fourteenth Street from the west line of Big Horn Avenue to the east line of Box Butte Avenue; and Sixteenth Street from the east line of Box Butte Avenue to the west line of Cheyenne Avenue.

(2)Emerson Elementary School: Dakota Avenue from the south line of Sixth Street to the south line of Ninth Street; Colorado Avenue from the south line of Eighth Street to the south line of Ninth Street; Black Hills Avenue from the south line of Sixth Street to the south line of Ninth Street, Sixth Street from the west line of Platte Avenue to the west line of Dakota Avenue; Seventh Street from the west line of Platte Avenue to the west line of Dakota Avenue.

(3)Grandview Elementary School: Potash Avenue and Grand Avenue from the north line of Fifth Street to the north line of Seventh Street; from the east line of Mississippi Avenue to the west line of Hudson Avenue; and Seventh Street from the east line of Mississippi Avenue to the west line of Hudson Avenue.

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(4) Little Angels Emanuel Lutheran School: Tenth Street from the west line of Block 1 of the YMCA Addition to the west line of Lot 4 of the Leo Rosa 2<sup>nd</sup> Addition.

(b) The speed limit within all school zones shall be 20 miles per hour between the hours of 7:00 a.m. and 4:00 p.m. when school is in session.

(4) (b) to be revised as follows:

(b) The speed limit within all school zones shall be 15 miles per hour between the hours of 7:00 a.m. and 5:00 p.m. when school is in session, with the exception of school zones on Box Butte Ave and East 10<sup>th</sup> St. which shall be 20 miles per hour between the hours of 7:00 a.m. and 5:00 p.m. when school is in session.]

A motion was made by Councilman Weisgerber, seconded by Councilman Turman to approve the first reading of Ordinance No. 3006. Which follows in its entirety:

#### **Ordinance No. 3006**

**AN ORDINANCE OF THE CITY OF ALLIANCE, NEBRASKA AMENDING SECTION 26-52 OF THE ALLIANCE MUNICIPAL CODE TO PROVIDE THAT THE SPEED LIMIT WITHIN ALL SCHOOL ZONES SHALL BE 15 MILES PER HOUR BETWEEN THE HOURS OF 7:00 A.M. AND 5:00 P.M. WHEN SCHOOL IS IN SESSION, WITH THE EXCEPTION OF SCHOOL ZONES ON BOX BUTTE AVE AND EAST 10<sup>TH</sup> ST. WHICH SHALL BE 20 MILES PER HOUR BETWEEN THE HOURS OF 7:00 A.M. AND 5:00 P.M. WHEN SCHOOL IS IN SESSION; 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 26-52 of the Alliance Municipal Code is amended as follows:

#### **Sec. 26-52. School zones.**

(a) The school zones are described as follows:

(1) Alliance Middle School, Alliance High School and St. Agnes Academy: Box Butte Avenue from the north line of Tenth Street to the north line of Sixteenth Street; Laramie Avenue from the north line of Tenth Street to the north line of Fourteenth Street; Cheyenne Avenue from the north line of Tenth Street to the north line of Sixteenth Street; Big Horn Avenue from the north line of Tenth Street to the south line of Sixteenth Street; Eleventh Street from the east line of Box Butte Avenue to the west line of Laramie and the from the east line of Toluca Avenue to the east line of Cheyenne; Twelfth Street from the west line of Big Horn Avenue to the east line of Box Butte Avenue; Fourteenth Street from the west line

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of Big Horn Avenue to the east line of Box Butte Avenue; and Sixteenth Street from the east line of Box Butte Avenue to the west line of Cheyenne Avenue.

(2) Emerson Elementary School: Dakota Avenue from the south line of Sixth Street to the south line of Ninth Street; Colorado Avenue from the south line of Eighth Street to the south line of Ninth Street; Black Hills Avenue from the south line of Sixth Street to the south line of Ninth Street, Sixth Street from the west line of Platte Avenue to the west line of Dakota Avenue; Seventh Street from the west line of Platte Avenue to the west line of Dakota Avenue.

(3) Grandview Elementary School: Potash Avenue and Grand Avenue from the north line of Fifth Street to the north line of Seventh Street; from the east line of Mississippi Avenue to the west line of Hudson Avenue; and Seventh Street from the east line of Mississippi Avenue to the west line of Hudson Avenue.

(4) Little Angels Emanuel Lutheran School: Tenth Street from the west line of Block 1 of the YMCA Addition to the west line of Lot 4 of the Leo Rosa 2nd Addition.

(b) The speed limit within all school zones shall be 15 miles per hour between the hours of 7:00 a.m. and 5:00 p.m. when school is in session, with the exception of school zones on Box Butte Ave and East 10<sup>th</sup> St. which shall be 20 miles per hour between the hours of 7:00 a.m. and 5:00 p.m. when school is in session.

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.

Roll call vote with the following results:

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

Voting Nay: None.

Motion carried.

- Council next held a Public Hearing for the consideration for the Purchase Agreement for the purchase of Lot 6, Block 5, First Addition to South Alliance, City of Alliance, Box Butte County, Nebraska from Box Butte County.

Mayor McGhehey stated, “now is the date, time and place to conduct a Public Hearing to hear support, opposition, criticism, suggestions or observations of the taxpayers relating to the consideration of the Purchase Agreement for the purchase of Lot 6, Block 5, Frist Addition to South Alliance, City of Alliance, Box Butte County, Nebraska from Box Butte County opened the public hearing at 7:12 p.m.”

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Community Development Director Kusek provided the City Council with an overview of the Property Purchase.

Councilman Weisgerber asked Community Development Director Kusek about the estimated cost to the City for demolishing the house on the property.

Community Development Director Kusek responded that the cost would be approximately \$15,000 - \$20,000.

No additional testimony was offered and the Public Hearing was closed at 7:16 p.m.

A motion was made by Mayor McGhehey, seconded by Councilman Turman to approve the Resolution No. 25-121. Which follows in its entirety:

**RESOLUTION NO. 25-121**

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

**Recital:**

On September 16, 2025, after giving notice, the City Council conducted a public hearing regarding the acquisition of Lot 6, Block 5, First Addition of South Alliance, City of Alliance, Box Butte County, Nebraska (the "Real Estate") from Box Butte County according to a purchase agreement executed by the County on July 23, 2025 ("Purchase Agreement").

**Resolved:**

1. The City Council approves the Purchase Agreement and acquisition of the Real Estate by the City of Alliance according to the Purchase Agreement.
2. The Mayor is authorized and directed to execute the Purchase Agreement and any other documents, and take such further actions, as are necessary to carry out the purposes and intent of the Purchase Agreement and acquire the Real Estate.
3. This Resolution shall become effective immediately upon its adoption.

Roll call vote with the following results:

Voting Aye: Turman, Yates, Mashburn and McGhehey.

September 16, 2025

Voting Nay: Weisgerber.

Motion carried.

- The next item on the agenda for Council was Resolution No. 25-122 which will accept and approve the amended rates of Solid Waste Disposal. The following information was provided:

**[RESOLUTION – CHANGE TO REFUSE UTILITY RATES**

The attached resolution will adopt updated refuse utility rates that will be incorporated as a part of the FY 2025-26 budget, with rates effective January 1, 2026.

**A. Background**

The City of Alliance has been increasing refuse utility rates over the past few years in an attempt to make the refuse fund solvent, but it is not quite there yet. The Refuse Fund is an Enterprise, or Business, Fund and as such is expected that it can pay for itself. Historically this fund has relied heavily on borrowing from the Electric Fund and recent capital projects have reduced the small amount of reserves the funds had to practically nothing. Without an increase, the City will be unable to fund capital projects necessary for the ongoing operation of the landfill. In 2025, SCS Engineers performed a rate study for the Refuse Fund and provided a recommendation for rate increases.

**B. Summary**

It is the finding of SCS that a rate increase of 35% is necessary to get the refuse utility fund back on the proper track where it can pay for annual operating costs, pay its debt service, and perform capital improvement projects necessary for the ongoing operation and lawful compliance of the landfill and refuse collection. While it is possible to break this 35% increase over two years, with the need to prepare a new cell and other capital investments already upon us, staff recommends improving the cash flow of refuse operations as soon as possible, preferably by passing the 35% increase this year in one go. Future increases, mostly to keep up with inflation, will be necessary from this point on as well.

**RECOMMENDATION: APPROVE RESOLUTION AUTHORIZING NEW REFUSE UTILITY RATES]**

A motion was made by Vice Mayor Mashburn, seconded by Councilman Turman to approve Resolution No. 25-122. Which follows in its entirety:

**RESOLUTION NO. 25-122**

**A RESOLUTION AMENDING DISPOSAL RATES FOR SOLID WASTE AND REPEALING PORTIONS OF ORDINANCES OR RESOLUTIONS NOT CONSISTENT WITH THE CHANGES HEREIN.**

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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 January 1, 2026, in the following particulars:

		<b>January 1, 2026</b>
<b>Rate Class</b>	<b>Existing Rate</b>	<b>New Rates</b>
Residential – City	\$25.36	\$34.24
Commercial – City (3 yard container)	126.11	170.25
Commercial – City (1.5 yard container)	64.56	87.16
<b>Disposal Fee Types</b>		
Asbestos	Not Accepted	Not Accepted
Ashes	76.11	102.75
Brush	23.89	32.25
Construction and Demolition	78.66	106.19
Contaminated Soil	128.36	173.29
Fill	20.88	28.19
Metal	28.34	38.26
Municipal Solid Waste - Residential	79.47	107.28
Municipal Solid Waste - Commercial	75.69	102.18
Non-baleable MSW	128.36	173.29
Shingles	78.66	106.19
Tire – Truck and Tractor	25.16	33.97
Tire – Over 16”	12.71	17.16
Tire – 15” and below	7.83	10.57

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White Goods	15.70	21.20
White Goods w/Freon	39.57	53.42
Minimum Fee	11.49	15.51

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 January 1, 2026.

Electric Department Bridge stated the reason for the Electric Rate increase is due to the rate of buying power has increased.

Karen Trussell, 1117 Meadowlark Avenue, Alliance, Nebraska, addressed the Council with concerns regarding Refuse and Electric rate increases.

Tom Broeder, 723 Emerson Avenue, Alliance Nebraska, spoke in support of Ms. Trussell's concerns, noting that he is on a fixed income.

Ralph Hoxworth, 1002 West 1<sup>st</sup> Street, Alliance Nebraska, expressed concerns about the impact of the rate increase affecting the H & H Sanitation customers, and stated that these rates are among the highest in the US.

Mayor McGhehey expressed that the City of Alliance should consider phasing in the Refuse Rate increase over two years instead of all at once.

A motion was made by Mayor McGhehey, seconded by Councilman Turman to amend Resolution No. 25-122 to reflect the rate increase over two years.

Roll call vote to amend Resolution No. 25-122 to reflect the rate increase over two years with the following results:

Voting Aye: Turman, Yates and McGhehey.

Voting Nay: Weisgerber and Mashburn.

Motion carried.

- The next item on the agenda for Council was Resolution No. 25-123 which will accept and approve the amended rates to the Electric Rate Schedule. The following information was provided:

September 16, 2025

**[RESOLUTION – CHANGE TO ELECTRIC UTILITY RATES**

The attached resolution will adopt new electric utility rates as part of the FY 2025-26 budget, with rates effective October 1, 2025.

**A. Background**

The City of Alliance purchases power which it then resells to citizens in and around Alliance. Our power providers are enacting a price increase of 9%, which is being passed onto our customers without markup.

**B. Additional information**

The 9% proposed rate increase is for usage only (which includes security lights) and is not being applied to base customer rates.

**RECOMMENDATION: APPROVE RESOLUTION ADOPTING NEW ELECTRIC UTILITY RATES.]**

A motion was made by Councilman Yates, seconded by Councilman Turman to approve Resolution No. 25-123. Which follows in its entirety:

**RESOLUTION NO. 25-123**

A RESOLUTION AMENDING ALL ELECTRIC RATE SCHEDULE CLASSIFICATIONS, REPEALING PORTIONS OF ORDINANCES OR RESOLUTIONS NOT CONSISTENT WITH THE CHANGES HEREIN AND ESTABLISHING AN EFFECTIVE DATE.  
BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF ALLIANCE, NEBRASKA:

SECTION 1. Staff has prepared amendments to electric rates 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 Division 3, Article III of the Alliance Municipal Code. All is hereby amended with an effective date of this resolution, in the following particulars:

**RULES AND REGULATIONS GOVERNING SERVICE ON RESIDENTIAL RATE SCHEDULE (CLASS 1)**

1. <u>Urban Residential Rates: (within corporate limits)</u>	<u>October 1, 2025</u>
Monthly Customer Charge	\$21.53
<u>Summer</u>	
First 600 kWh@	\$.1159 per kWh
Excess kWh @	\$.1159 per kWh
<u>Winter</u>	
First 600 kWh @	\$.1159 per kWh
Excess kWh @	\$.0893 per kWh

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2.	<u>Rural Residential Rates: (outside corporate limits)</u>	<u>October 1, 2025</u>
	Monthly Customer Charge	\$30.00
	<u>Summer</u>	
	First 600 kWh @	\$.1159 per kWh
	Excess kWh @	\$.1159 per kWh
	<u>Winter</u>	
	First 600 kWh @	\$.1159 per kWh
	Excess kWh @	\$.0893 per kWh

RULES AND REGULATIONS GOVERNING SERVICE ON GENERAL SERVICE RATE SCHEDULE (CLASS 2)

1.	<u>General Service Urban Rates Single Phase: (inside corporate limits)</u>	<u>October 1, 2025</u>
	Monthly Customer Charge	\$25.00
	<u>Summer</u>	
	All use	\$.1154 per kWh
	<u>Winter</u>	
	All use	\$.1154 per kWh
2.	<u>General Service Urban Rates Three Phase: (inside corporate limits)</u>	<u>October 1, 2025</u>
	Monthly Customer Charge	\$56.77
	<u>Summer</u>	
	All use	\$.1182 per kWh
	<u>Winter</u>	
	All use	\$.1182 per kWh
3.	<u>General Service Rural Rates Single Phase: (outside corporate limits)</u>	<u>October 1, 2025</u>
	Monthly Customer Charge	\$27.50
	<u>Summer</u>	
	All use	\$.1161 per kWh
	<u>Winter</u>	
	All use	\$.1161 per kWh
4.	<u>General Service Rural Rates Three Phase: (outside corporate limits)</u>	<u>October 1, 2025</u>
	Monthly Customer Charge	\$68.51
	<u>Summer</u>	
	All use	\$.1237 per kWh
	<u>Winter</u>	
	All use	\$.1237 per kWh

RULES AND REGULATIONS GOVERNING SERVICE ON GENERAL SERVICE DEMAND RATE SCHEDULE (CLASS 3)

1.	<u>General Service Demand Urban Rates: (inside corporate limits)</u>	
----	--	--

September 16, 2025

October 1, 2025

Monthly Customer Charge	\$68.51	
Energy	Summer	Winter
	\$.0946	\$.0946
Demand	Summer	Winter
	\$9.00	\$9.00

2. General Service Demand Rural Rates: (outside corporate limits)

October 1, 2025

Monthly Customer Charge	\$68.51	
Energy	Summer	Winter
	\$.0839	\$.0839
Demand	Summer	Winter
	\$12.00	\$12.00

RULES AND REGULATIONS GOVERNING SERVICE ON LARGE POWER RATE SCHEDULE (CLASS 4)

October 1, 2025

1. Large Power Rates:

Monthly Customer Charge	\$130.00	
Energy	Summer	Winter
	\$.0742	\$.0742
Demand	Summer	Winter
	\$13.00	\$13.00

RULES AND REGULATIONS GOVERNING SERVICE ON IRRIGATION RATE SCHEDULE (CLASS 5)

October 1, 2025

1. Irrigation Rates:

Customer charge per month	\$75.00
Energy	\$.1090 per kWh
Annual Horsepower charges <sup>#</sup>	

<sup>#</sup> The following annual horsepower charges will be made available at the discretion of the City:

	Summer/Winter
No Load Control	\$84.18
Two (2) Day per Week Control	\$57.00
Three (3) Day per Week Control	\$43.00
Four (4) Day per Week Control	\$28.00
Full Load Control	\$14.00

RULES AND REGULATIONS GOVERNING MUNICIPAL SERVICE RATE (CLASS 6)

1. Municipal Rates will be charged on the applicable General Service Rates.

September 16, 2025

SECURITY LIGHT (CLASS 7)

October 1, 2025

1.	<u>Security Light Rates:</u>	
	<u>Rates - Urban:</u>	
	150 W HPS/175 W MV	\$13.12 per month
	250 W HPS/MV	\$17.71 per month
	400 W	\$27.16 per month
	<u>Rates – Rural:</u>	
	150 W HPS/175 W MV	\$14.52 per month
	250 W HPS/MV	\$19.19 per month
	400 W	\$28.65 per month

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--159 of the Alliance Municipal Code shall not be repealed by this Ordinance.

SECTION 4. This ordinance shall go into effect as upon its passage, approval, and publication according to law, provided that rate increases shall not take effect until October 1, 2025.

Tom Broeder, 723 Emerson Avenue, Alliance Nebraska, questioned why the City of Alliance is making Interdepartmental Loans from the Electric Fund while also increasing the Electric Rates, and noting that he is on a fixed income.

Shelia Walker, 1031 Sweetwater Avenue, Alliance Nebraska, also questioned the Interdepartmental Loans from the Electric Fund, and expressed concern that many citizens are on fixed incomes.

Roll call vote with the following results:

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

Voting Nay: Weisgerber.

Motion carried.

The Alliance City Council adjourned the September 16, 2025 City Council Meeting at 7:52 p.m.

(SEAL)

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

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

September 16, 2025

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

September 18, 2025

**ALLIANCE CITY COUNCIL**

SPECIAL MEETING, THURSDAY, SEPTEMBER 18, 2025

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

The Alliance City Council met in a Special Meeting, September 18, 2025 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 September 10, 2025. 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 September 18, 2025 special meeting of the Alliance, Nebraska City Council at 7:00 p.m. Present were Mayor McGhehey, Vice Mayor Mashburn and Council Members Turman, and Yates. Also present were City Manager Sorensen, City Treasurer Baker and City Clerk Bedient.

- Mayor McGhehey read the Open Meetings Act Announcement.
- The first item on the agenda for Council was third and final reading of Ordinance No. 3003 which approves the City of Alliance annual appropriation bill for the fiscal year beginning October 1, 2025. The proposed budget contains anticipated and estimated revenues and expenses for the next fiscal year.

A motion was made by Councilman Turman, seconded by Vice Mayor Mashburn to approve the third and final reading of Ordinance No. 3003. Which follows in its entirety:

**ORDINANCE NO. 3003**

**AN ORDINANCE TERMED "THE ANNUAL APPROPRIATION BILL" TO PROVIDE REVENUE FOR MUNICIPAL PURPOSES OF THE CITY OF ALLIANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026, BY IMPOSING A TAX ON ALL PROPERTY WITHIN THE CITY, ADOPTING A BUDGET, AND ADOPTING APPROPRIATIONS.**

September 18, 2025

**WHEREAS,** The City Manager, in accordance with the requirements of Nebraska Revised Statute § 19-646, has submitted a proposed budget statement to the City Council, which statement is attached hereto as Exhibit A and incorporated herein by reference (the “Budget Statement”); and

**WHEREAS,** The City Council held a preliminary budget workshop on July 31, 2025 and is scheduled to hold another budget workshop on September 4, 2025; and

**WHEREAS,** A public hearing was held on the Budget Statement in accordance with the requirements of Nebraska Revised Statute § 13-506 on September 2, 2025, as required by law, with a special hearing on proposed property tax increases on September 17, 2025, as required by law; and

**WHEREAS,** Before the final passage and approval of this Ordinance, the Budget Statement may be amended in accordance with comments received at the public hearing, the property valuations provided by Box Butte County and as necessary to adjust for any other information gathered by the City before October 1, 2025.

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

**SECTION 1.** The following budget for the fiscal year beginning October 1, 2025, along with Exhibit A – Budget Statement, is hereby adopted.

**SECTION 2.** In order to provide revenue for municipal purposes, the following property tax revenues are established for the City of Alliance for the 2025-26 Fiscal Year:

	<b>City</b>	<b>MFO</b>	<b>Public Safety</b>	<b>Airport</b>	<b>Airport Reserves</b>	<b>Total</b>
Approved Budget Amount	1,471,492	173,117	201,248	260,757	57,345	2,163,959
County Treasurer's Fee (1%)	14,715	1,731	2,012	2,608	573	21,639
Total Property Tax Request	1,486,207	174,848	203,260	263,365	57,918	2,185,598
Using the following levies	0.221931	0.02611	0.030352	0.039328	0.008649	0.326369
Approved Mill Levy for 2025	0.326369					

September 18, 2025

Based on Assessed  
Valuation 669,670,915

Which includes an increase to property tax revenue of 10%.

**SECTION 3.** This budget assumes revenue due to an increase to fees (considered under separate resolution) of:

Refuse Fees	35%
Electric Fees	9%

**SECTION 4.** Anticipated Franchise Fees paid to the General Fund:

Electric	\$2,038,302
Refuse	283,908
Sewer	71,760
Water	227,100
Qwest	1,500
Phone	25,000
Cell Phone	25,000
Cable TV	50,000
Natural Gas	30,000

**Gross Franchise Fees \$2,752,570**

**SECTION 5.** In accordance with Reissue Revised Statutes Nebraska Chapter 16, Section 704, the following amounts shall be and hereby recognized as the budget of expenditures, disbursements, and transfers for the City of Alliance, Nebraska for the fiscal year 2025-26.

2025-2026 ADOPTED BUDGET Disbursements & Transfers	Operating Expenses	Capital Improvements	Other Capital Outlay	Debt Service	Transfers Out	TOTAL
<b>Governmental:</b>						
General						
Government	4,351,094.00	70,000.00	210,600.00		785,361.00	5,417,055.00
Public Safety -						
Police	2,918,039.00		491,000.00		299,480.00	3,708,519.00
Public Safety -						
Fire	428,829.00	140,000.00	250,000.00		50,997.00	869,826.00
Public Safety -						
Other	511,650.00		67,000.00		53,602.00	632,252.00
Public Works						
- Streets	1,389,644.00	3,390,000.00	1,070,350.00	243,958.00	75,622.00	6,169,574.00
Public Works						
- Other	318,308.00				19,313.00	337,621.00

September 18, 2025

Culture and Recreation	3,096,880.00	526,000.00	530,000.00	153,333.00	442,563.00	4,748,776.00
Community Development	3,719,572.00	59,200.00			75,577.00	3,854,349.00
Miscellaneous	2,371,000.00				3,997,016.00	6,368,016.00
<b>Business-Type Activities:</b>						
Airport	6,440,813.00	4,267,865.00	76,222.00	264,792.00	147,864.00	11,197,556.00
Electric Utility	12,894,374.00	3,805,000.00	540,000.00		2,709,506.00	19,948,880.00
Solid Waste	1,385,458.00	479,555.00	581,940.00	301,472.00	505,257.00	3,253,682.00
Transportation	382,345.00	-	35,000.00		57,289.00	474,634.00
Wastewater	350,107.00	400,000.00	650,000.00		144,242.00	1,544,349.00
Water	1,110,548.00	1,535,000.00	2,175,000.00	288,164.00	489,766.00	5,598,478.00

**Total Disbursements & Transfers**    **41,668,661.00**    **14,672,620.00**    **6,677,112.00**    **1,251,719.00**    **9,853,455.00**    **74,123,567.00**

**SECTION 6.** Included in the Gross Expenditures are the following funding from “Contingency Reserves”. Expenditures from any Contingency Reserve will not be authorized without an affirmative vote of the City Council for each amount to be expended.

General	\$325,000
Electric	200,000
Refuse	5,000
Water	50,000
Airport Operations	50,000

**SECTION 7.** The City anticipates the following use of Retained Earnings

<b>Fund</b>	<b>Use</b>	<b>Estimated Balance</b>
General	-400,000	573,084
Electric	4,601,700	7,698,300
Sewer	245,000	455,000
Water	355,100	917,322
Golf	10,000	40,000
Museum Exhibit	15,000	779
Community Betterment	30,000	0
Economic Development	602,000	20,616
LB 840 Fund	350,020	399,980
Sales Tax Fund	325,000	215,000
Lodging Occupation Tax	79,116	520,884
Capital Projects Fund	629,000	291,000
Public Safety Tax	200,000	275,000
ARPA Funds	575,000	0
General Internal Service	600,000	25,000
Enterprise Internal Service	60,000	0

September 18, 2025

Health Support Internal	544,000	556,000
Airport Capital Reserve	29,00	110,000

**SECTION 8.** The City anticipates assuming the following debt:

General Fund		\$1,500,000
Refuse Fund		1,200,000
Sewer Fund		650,000
Water Fund		3,300,000
Airport Fund		700,000
Streets Fund		4,400,000

**Total New Debt** **\$11,750,000**

For the purpose of short-term and long-term capital improvement projects and equipment procurement.

**SECTION 9.** Anticipated payments on current internal and external debt (Principal + Interest):

General Fund		\$245,333
Refuse Fund		301,471
Water Fund		288,164
Airport Fund		264,792
Streets Fund		243,958

**Total Current Debt Payments** **\$1,343,719**

**SECTION 10.** End of Fiscal Year Debt Balance (Current + New)

General Fund		\$3,646,667
Refuse Fund		2,649,180
Sewer Fund		650,000
Water Fund		3,869,061
Airport Fund		2,017,662
Streets Fund		6,821,892

**Total End of Year Debt** **\$19,654,462**

**SECTION 11.** The property tax levied under this Ordinance shall become due and payable, shall become delinquent and shall be subject to penalties, the execution of distress warrants and sale of property levied upon as provided by law.

**SECTION 12.** The City Clerk is hereby authorized and directed forthwith upon the passage, approval and publication of this Ordinance to forward a certified copy thereof to the County Clerk of Box Butte County, Nebraska.

September 18, 2025

**SECTION 13.** This Ordinance shall become effective October 1, 2025.

Dennis Meng, 1316 Toluca Avenue, Alliance, Nebraska, questioned whether there are expenses that could be postponed, expressed concern about spending beyond reason, and suggested delaying the decommission of the Power Plant. He stated that the City of Alliance should not continue on its current path and urged finding budget offsets rather than placing the entire burden on the citizens, noting that the increases feel never-ending.

City Manager Sorensen responded to Mr. Meng's concerns of the Decommission of the Power Plant.

Mayor McGhehey addressed Mr. Meng's concerns.

Shelia Walker, 1031 Sweetwater Avenue, Alliance, Nebraska, questioned the half-million-dollar request for a second power source, as well as expenditures for the airport layout, playground equipment, and police cruisers.

Mayor McGhehey addressed Ms. Walker's concerns regarding the second power source, explaining that it would be a generator; the airport layout, noting that it is required by the FAA; the playground equipment, which will be funded using ARPA funds; and the purchase of three police cruisers, deferring to Police Chief Leavitt for further details.

Police Chief Leavitt addressed Ms. Walker's concerns regarding the Police Department cruiser purchase, explaining that the department's take-home policy helps reduce vehicle wear and tear and decreases emergency response times.

Tom Broeder, 723 Emerson Avenue, Alliance, Nebraska, questioned the location of the generator for the second power source, specifically whether it would be on Third Street, and also raised questions regarding the airport lighting project.

City Manager Sorensen addressed Mr. Broeder's questions, explaining that the plan is to place generators at all substations and noting that the Airport Lighting Project is being funded 100% through a grant.

Andrew Shiers, 1118 Meadowlark Avenue, Alliance, Nebraska, expressed concerns regarding the budget, emphasizing the need to prioritize needs over wants and suggesting a \$500,000 reduction in funding for the golf course.

Josh Trussell, 912 Colorado Avenue, Alliance, Nebraska, asked the Council to review the budget again, stressing the importance of supporting local businesses and expressing concern that the City of Alliance's spending is out of control.

Tyler Jines, 1063 Duncan Avenue, Alliance, Nebraska, stated that the landfill is a financial burden, criticized the purchase of unnecessary equipment, and suggested leasing equipment instead of buying new.

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Jessica Trussell, 912 Colorado Avenue, Alliance, Nebraska, addressed the Council, stating that the Council holds great power, that elected officials can make a difference, bring the citizens together, and should table this ordinance.

Alex Jines, 1063 Duncan Avenue, Alliance, Nebraska, expressed understanding of grant reductions and urged the Council to make budget cuts to the Golf Course. Concerns were raised regarding wasteful spending, and it that there are no kickbacks from the City.

Roll call vote with the following results:

Voting Aye: Yates, Turman, Mashburn and McGhehey.

Voting Nay: None.

Motion carried.

- The next item on the agenda for Council was Resolution No. 25-124 which will accept and approve the proposed 2025-2026 Property Tax Request, which contains anticipated and estimated revenues for the next fiscal year.

A motion was made by Vice Mayor Mashburn, seconded by Councilman Turman to approve Resolution No. 25-124. Which follows in its entirety:

#### **RESOLUTION NO. 25-124**

A RESOLUTION SETTING THE PROPERTY TAX REQUEST FOR FY 2025-2026.

WHEREAS, Nebraska Revised Statue 77-1632 and 77-1633 provides that the Governing Body of the City of Alliance passes by a majority vote a resolution or ordinance setting the tax request; and

WHEREAS, a special public hearing was held as required by law to hear and consider comments concerning the property tax;

NOW, THEREFORE, the Governing Body of the City of Alliance resolves that:

1. The 2025-2026 property tax request be set at:  
General Fund: \$ 2,185,598.59  
Bond Fund: \$ -
2. The total assessed value of property differs from last year's total assessed value by 4.82 percent.
3. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property would be 0.293762 per \$100 of assessed value.

September 18, 2025

4. The City of Alliance proposes to adopt a property tax request that will cause its tax rate to be 0.32639 per \$100 of assessed value.
5. Based on the proposed property tax request and changes in other revenue, the total operating budget of the City of Alliance will increase (or decrease) last year's budget by 22.02 percent.
6. A copy of this resolution be certified and forwarded to the County Clerk on or before October 15, 2025.

Roll call vote with the following results:

Voting Aye: Turman, Mashburn, Yates and McGhehey.

Voting Nay: None.

Motion carried.

- The next item on the agenda for Council was Resolution No. 25-125 which will approve the Fraternal Order of Police ("FOP") with the City of Alliance for FY26-FY28 as those negotiations were recently completed.

A motion was made by Mayor McGhehey, seconded by Councilman Turman to approve Resolution No. 25-125. Which follows in its entirety:

#### RESOLUTION NO. 25-125

*WHEREAS*, The Alliance Police Officer's Association Fraternal Order of Police Lodge 51 has been recognized as the current exclusive bargaining unit for the sworn officers and public safety dispatchers; and

*WHEREAS*, Negotiating teams for the City of Alliance and the Lodge have met on several occasions and have negotiated a proposed contract; and

*WHEREAS*, The Alliance Police Officer Association Fraternal Order of Police have met and approved the contract proposal; and

*WHEREAS*, The pay grid has been modified based on comparability and is shown on of the contract; and

*WHEREAS*, Placement of current personnel has been agreed upon and established within the pay grid.

*NOW, THEREFORE, BE IT RESOLVED* by the Mayor and Council of the City of Alliance, Nebraska, that the contract proposal is hereby approved by the Alliance City Council,

September 18, 2025

and the Mayor and City staff are authorized to execute the contract on behalf of the City of Alliance.

*BE IT FURTHER RESOLVED* that the placement of personnel within the modified pay grid is adopted.

*BE IT FURTHER RESOLVED* that negotiated contract is included herein by reference.

BE IT FURTHER RESOLVED that the contract terms are effective October 1, 2025 through September 30, 2028.

Roll call vote with the following results:

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

Voting Nay: None.

Motion carried.

The Alliance City Council adjourned the September 18, 2025 City Council Meeting at 8:04 p.m.

(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

September 23, 2025

**ALLIANCE CITY COUNCIL**

SPECIAL MEETING, TUESDAY, SEPTEMBER 23, 2025

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

The Alliance City Council met in a Special Meeting, September 23, 2025 at 9:00 a.m. in the Alliance Learning Center Community Meeting Room, 1750 Sweetwater Avenue. A notice of meeting was published in the Alliance Times Herald on September 17, 2025. 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 September 23, 2025 special meeting of the Alliance, Nebraska City Council at 9:04 a.m. Present were Mayor McGhehey, Vice Mayor Mashburn and Council Member Turman. Also present were City Manager Sorensen, City Treasurer Baker and City Clerk Bedient.

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

**CONSENT CALENDAR – September 23, 2025**

1. Approval: Payroll from September 19, 2025 in the total amount of \$281,146.69.
2. 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, 630,699.62.

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

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

September 23, 2025

Roll call vote with the following results:

Voting Aye: Mashburn, Turman and McGhehey.

Voting Nay: None.

Motion carried.

The Alliance City Council adjourned the September 23, 2025 City Council Meeting at 9:05 a.m.

(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: **10/3/2025**

**GROSS PAYROLL**

\$ 247,956.42

(GET FROM SINGLE LINE SUMMARY REPORT)

EMPLOYER COSTS

(GET FROM BENEFITS REGISTER REPORT)

FICA	\$ 14,184.66	
MEDICARE	\$ 3,531.44	
POLICE PENSION - PRINCIPAL	\$ 2,746.51	
FIRE PENSION - PRINCIPAL	\$ 2,015.53	
GENERAL PENSION - PRINCIPAL	\$ 8,223.29	
MISSION SQUARE PENSION	\$ 327.89	
H S A SANDHILLS STATE BANK	\$ 6,800.00	
HEALTH/LIFE INSURANCE - HEALTH FUND	\$ 96,600.00	
TOTAL BENEFITS		\$ 134,429.32

**TOTAL PAYROLL COSTS**

**\$ 382,385.74**

CITY CLERK - AMMIE BEDIENT

\$ 261,322.34 Total  
-\$ 2,015.53 FIRER  
-\$ 4,777.11 GENER  
-\$ 3,446.18 OPTER  
-\$ 2,746.51 POLER  
-\$ 327.89 CIER  
-\$ 52.70 VEHIC

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\$ 247,956.42

\$ 6,800.00 HSA  
\$ 14,184.66 FICA (SS)  
\$ 3,531.44 MEDICARE  
\$ 96,600.00 1ST PAYROLL

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>01-10-10-43-335 Other Technical Services</b>	General Fund	City Council	City Council		
M29 TECHNOLOGY AND DESIGN	MY BOARD PACKET MAINTENANCE	609B0880-002	09/29/2025	100.00	
Total City Council:				100.00	
Total City Council:				100.00	
<b>01-11-11-44-421 Membership Dues</b>	General Fund	City Administration	City Administration		
NEBRASKA MUNICIPAL CLERKS' AS	MEMBERSHIP DUES	757727	09/30/2025	150.00	
<b>01-11-11-44-431 Legal, Public Notices</b>	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	LEGAL AD - SPECIAL MEETING NOT	757719	09/10/2025	9.76	
<b>01-11-11-44-431 Legal, Public Notices</b>	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	Legal Ad-CITY COUNCIL CLAIMS	757722	09/10/2025	41.36	
<b>01-11-11-44-431 Legal, Public Notices</b>	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	LEGAL AD - SPECIAL MEETING NOT	757715	09/03/2025	8.48	
<b>01-11-11-44-431 Legal, Public Notices</b>	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	Legal Ad- CITY COUNCIL PUBLIC HE	757723	09/10/2025	9.33	
<b>01-11-11-44-431 Legal, Public Notices</b>	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	Legal Ad-ORDINANCE #3004	757717	09/10/2025	46.24	
<b>01-11-11-44-431 Legal, Public Notices</b>	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	LEGAL AD - PROPERTY TAX HEARI	757716	09/10/2025	127.83	
<b>01-11-11-44-431 Legal, Public Notices</b>	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	LEGAL AD - PUBLICE HEARING BU	757725	08/27/2025	90.43	
<b>01-11-11-44-431 Legal, Public Notices</b>	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	LEGAL AD - COUNCIL MEETING	757720	09/10/2025	8.48	
<b>01-11-11-44-431 Legal, Public Notices</b>	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	LEGAL AD - POSSIBLE QUORUM N	757721	09/10/2025	9.33	
<b>01-11-11-44-431 Legal, Public Notices</b>	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	Legal Ad-Council Proceedings	757718	09/10/2025	21.00	
<b>01-11-11-44-451 Telephone Line Expense</b>	General Fund	City Administration	City Administration		
ALLO COMMUNICATIONS LLC	308-762-5400 CITY MANAGER	757726	09/24/2025	42.17	
<b>01-11-11-44-451 Telephone Line Expense</b>	General Fund	City Administration	City Administration		
ALLO COMMUNICATIONS LLC	516	757726	09/24/2025	.21	
<b>01-11-11-44-479 CNTSVC Other</b>	General Fund	City Administration	City Administration		
VACANTI MUNICIPAL CONSULTING	QUARTERLY PAYMENT	757724	09/30/2025	15,000.00	
Total City Administration:				15,564.62	
Total City Administration:				15,564.62	
<b>01-31-31-43-379 Other Contract Operating Svcs</b>	General Fund	Police Administration	Police Department		
DOCU-SHRED LLC	64 GALLON CONTAINER	18196	09/20/2025	60.00	
<b>01-31-31-44-444 Natural Gas</b>	General Fund	Police Administration	Police Department		
BLACK HILLS ENERGY	8845 9631 60	SEPTEMBER 2	09/16/2025	34.83	09/22/2025
<b>01-31-31-44-483 NRCNTSVC-Building Public Wrks</b>	General Fund	Police Administration	Police Department		
C & J LAWN	WEEKLY LAWN SERVICE ANNEX BL	2852	09/25/2025	40.00	
<b>01-31-31-44-483 NRCNTSVC-Building Public Wrks</b>	General Fund	Police Administration	Police Department		
C & J LAWN	WEEKLY LAWN SERVICE ANNEX BL	2823	09/10/2025	40.00	
<b>01-31-31-44-483 NRCNTSVC-Building Public Wrks</b>	General Fund	Police Administration	Police Department		
C & J LAWN	LAWN MOWING-ADMIN	2837B	09/20/2025	40.00	
<b>01-31-31-44-483 NRCNTSVC-Building Public Wrks</b>	General Fund	Police Administration	Police Department		
C & J LAWN	MOW-ANIMAL SHELTER	2809	09/04/2025	50.00	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>01-31-31-44-483 NRCNTSVC-Building Public Wrks</b> C & J LAWN	General Fund WEEKLY LAWN SERVICE	Police Administration ANNEX BL 2808	Police Department 09/04/2025	40.00	
<b>01-31-31-44-483 NRCNTSVC-Building Public Wrks</b> C & J LAWN	General Fund MOW-ANIMAL SHELTER	Police Administration 2853B	Police Department 09/25/2025	50.00	
<b>01-31-31-47-727 Error, Omissions Liability</b> LARM	General Fund LAW ENFORCEMENT LIABILITY	Police Administration 113791	Police Department 08/20/2025	10,141.00	
Total Police Administration:				10,495.83	
<b>01-31-32-45-531 Uniforms</b> GALLS LLC	General Fund 5.11 EVO 2.0 6	Police Operations 032614759	Police Department 09/22/2025	55.95	
<b>01-31-32-45-544 Small Tools, Equipment</b> FARM PLAN	General Fund DEADBOLT	Police Operations 51492228	Police Department 09/24/2025	19.25	
<b>01-31-32-45-558 Tires-Vehicle, Equipment</b> ALLIANCE MOTORS UNLIMITED, IN	General Fund UNIT #107 REPLACE FRONT/REAR	Police Operations 72746	Police Department 09/19/2025	457.85	
Total Police Operations:				533.05	
<b>01-31-33-42-294 Conferences, Cont Education</b> AS CENTRAL SERVICES	General Fund TELECOMMUNICATIONS CHARGES	Police Support Services 1495785	Police Department 09/19/2025	537.60	
Total Police Support Services:				537.60	
<b>01-31-34-44-451 Telephone Line Expense</b> ALLO COMMUNICATIONS LLC	General Fund 308-762-1761 ANIMAL SHELTER	Animal Control 757726	Police Department 09/24/2025	37.26	
<b>01-31-34-44-457 Internet Operating Expense</b> ALLO COMMUNICATIONS LLC	General Fund 123-761-2506 INTERNET ANIMAL SH	Animal Control 757726	Police Department 09/24/2025	54.00	
<b>01-31-34-45-558 Tires-Vehicle, Equipment</b> PRECISION STEREO TECHNOLOG	General Fund UNIT #101 OIL CHANGE/TIRE REPAI	Animal Control 55148	Police Department 09/24/2025	113.00	
Total Animal Control:				204.26	
Total Police Department:				11,770.74	
<b>01-37-37-44-444 Natural Gas</b> BLACK HILLS ENERGY	General Fund 2290 8652 37	Firefighting SEPTEMBER 2	Fire Department 09/16/2025	71.48	09/22/2025
<b>01-37-37-44-451 Telephone Line Expense</b> ALLO COMMUNICATIONS LLC	General Fund 308-762-2151 FIRE HALL	Firefighting 757726	Fire Department 09/24/2025	81.87	
Total Firefighting:				153.35	
Total Fire Department:				153.35	
<b>01-41-44-44-444 Natural Gas - Facility Maint</b> BLACK HILLS ENERGY	General Fund 8514 7540 93	Facility Maintenance SEPTEMBER 2	Public Works 09/16/2025	49.76	09/22/2025
Total Facility Maintenance:				49.76	
<b>01-41-46-43-373 Contract Custodial Services</b> IDEAL LINEN INC	General Fund MOPS/MATS	Municipal Building 11289336	Public Works 09/23/2025	198.15	
<b>01-41-46-44-444 Natural Gas</b> BLACK HILLS ENERGY	General Fund 8314 2036 34	Municipal Building SEPTEMBER 2	Public Works 09/16/2025	114.19	09/22/2025
<b>01-41-46-44-451 Telephone Line Expense</b> ALLO COMMUNICATIONS LLC	General Fund 308-762-5400 MUNICIPAL BUILDING	Municipal Building 757726	Public Works 09/24/2025	12.05	
<b>01-41-46-45-561 Bldg Maintenance Material</b> BERNIES ACE HARDWARE	General Fund LIGHTS	Municipal Building 325488	Public Works 09/24/2025	12.99	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
Total Municipal Building:				337.38	
Total Public Works:				387.14	
<b>01-61-60-44-451 Telephone Line Expense</b>	General Fund	Community Development	Community Develop		
ALLO COMMUNICATIONS LLC	308-762-5400 BUILDING AND ZONIN	757726	09/24/2025	18.07	
Total Community Development:				18.07	
<b>01-61-63-44-495 NRCNTSVC-Lawns, Grounds</b>	General Fund	Nuisance Abatement	Community Develop		
PANHANDLE TREE SERVICE	ALLEYS	959073	09/25/2025	700.00	
<b>01-61-63-44-495 NRCNTSVC-Lawns, Grounds</b>	General Fund	Nuisance Abatement	Community Develop		
PANHANDLE PRIVATEERS LLC	MOWING & WEEDEATING OVERGR	064144	09/22/2025	325.00	09/24/2025
<b>01-61-63-44-495 NRCNTSVC-Lawns, Grounds</b>	General Fund	Nuisance Abatement	Community Develop		
PANHANDLE PRIVATEERS LLC	MOWING & WEEDEATING OVERGR	064141	09/18/2025	50.00	09/22/2025
<b>01-61-63-44-495 NRCNTSVC-Lawns, Grounds</b>	General Fund	Nuisance Abatement	Community Develop		
PANHANDLE PRIVATEERS LLC	MOWING & WEEDEATING OVERGR	064143	09/20/2025	425.00	09/22/2025
Total Nuisance Abatement:				1,500.00	
Total Community Development:				1,518.07	
<b>01-71-71-44-444 Natural Gas</b>	General Fund	Parks	Cultural and Leisure		
BLACK HILLS ENERGY	4303 0966 09	SEPTEMBER 2	09/16/2025	65.27	09/22/2025
<b>01-71-71-44-444 Natural Gas</b>	General Fund	Parks	Cultural and Leisure		
BLACK HILLS ENERGY	8650 1637 80	SEPTEMBER 2	09/16/2025	49.76	09/22/2025
<b>01-71-71-44-444 Natural Gas</b>	General Fund	Parks	Cultural and Leisure		
BLACK HILLS ENERGY	1529 6736 12	SEPTEMBER 2	09/16/2025	49.76	09/22/2025
<b>01-71-71-44-444 Natural Gas</b>	General Fund	Parks	Cultural and Leisure		
BLACK HILLS ENERGY	8316 6747 88	SEPTEMBER 2	09/16/2025	122.76	09/22/2025
Total Parks:				287.55	
<b>01-71-72-44-444 Natural Gas</b>	General Fund	Senior Center	Cultural and Leisure		
BLACK HILLS ENERGY	8177 7736 40	SEPTEMBER 2	09/16/2025	103.80	09/22/2025
<b>01-71-72-44-451 Telephone Line Expense</b>	General Fund	Senior Center	Cultural and Leisure		
ALLO COMMUNICATIONS LLC	308-762-1293 SENIOR SERVICES	757726	09/24/2025	17.47	
<b>01-71-72-44-457 Internet Operating Expense</b>	General Fund	Senior Center	Cultural and Leisure		
ALLO COMMUNICATIONS LLC	123-762-0099 INTERNET SENIOR C	757726	09/24/2025	104.00	
Total Senior Center:				225.27	
<b>01-71-75-44-444 Natural Gas</b>	General Fund	Swimming Pool	Cultural and Leisure		
BLACK HILLS ENERGY	4332 1963 21	SEPTEMBER 2	09/16/2025	134.20	09/22/2025
<b>01-71-75-47-739 Sales and Use Tax</b>	General Fund	Swimming Pool	Cultural and Leisure		
NE DEPT OF REVENUE - SALES	WASTE REDUCTION & RECYCLYIN	INV# WASTE 7	09/19/2025	25.00	09/22/2025
Total Swimming Pool:				159.20	
<b>01-71-76-44-451 Telephone Line Expense</b>	General Fund	Knight Museum	Cultural and Leisure		
ALLO COMMUNICATIONS LLC	308-761-1169 KNIGHT MUSEUM	757726	09/24/2025	69.88	
Total Knight Museum:				69.88	
<b>01-71-77-44-444 Natural Gas</b>	General Fund	Library	Cultural and Leisure		
BLACK HILLS ENERGY	8075 2560 61	SEPTEMBER 2	09/16/2025	1,954.34	09/22/2025

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		
ALLO COMMUNICATIONS LLC	308-761-5003 LIBRARY	757726	09/24/2025	34.94	
Total Library:				1,989.28	
<b>01-71-78-44-451 Telephone Line Expense</b>	General Fund	Sallows Museum	Cultural and Leisure		
ALLO COMMUNICATIONS LLC	308-761-1168 ALLIANCE MUSEUM	757726	09/24/2025	34.94	
Total Sallows Museum:				34.94	
Total Cultural and Leisure Services:				2,766.12	
<b>01-79-79-44-479 CNTSVC Other</b>	General Fund	Marketing	Culture and Leisure		
ALLIANCE CHAMBER OF COMMER	AUTUMN IN ALLIANCE BEAUTY PA	18687	09/19/2025	750.00	
Total Marketing:				750.00	
Total Culture and Leisure Services:				750.00	
<b>01-81-82-47-754 Chamber Membership</b>	General Fund	Community Support Programs	Miscellaneous		
ALLIANCE CHAMBER OF COMMER	CITY PUBLICITY	18686	09/19/2025	5,750.00	
<b>01-81-82-47-754 Chamber Membership</b>	General Fund	Community Support Programs	Miscellaneous		
ALLIANCE CHAMBER OF COMMER	CITY PUBLICITY	18685	09/19/2025	5,750.00	
Total Community Support Programs:				11,500.00	
Total Miscellaneous:				11,500.00	
Total General Fund:				44,510.04	
<b>Electric Fund</b>					
<b>05-0000-07710 Merchandise Inventory</b>	Electric Fund				
IDEAL LINEN INC	TT/GARBAGE BAGS/HAND WASH	503229	09/22/2025	436.97	
Total :				436.97	
Total :				436.97	
<b>05-51-50-44-444 Natural Gas</b>	Electric Fund	Administration	Utility Superintenden		
BLACK HILLS ENERGY	7098 7521 63	SEPTEMBER 2	09/16/2025	135.73	09/22/2025
<b>05-51-50-44-451 Telephone Line Expense</b>	Electric Fund	Administration	Utility Superintenden		
QWEST - PHOENIX	65908523	752767766	09/20/2025	6.27	
<b>05-51-50-44-451 Telephone Line Expense</b>	Electric Fund	Administration	Utility Superintenden		
QWEST - PHOENIX	65909176	752763916	09/20/2025	6.27	
<b>05-51-50-44-451 Telephone Line Expense</b>	Electric Fund	Administration	Utility Superintenden		
QWEST - PHOENIX	65908623	752768594	09/20/2025	6.27	
Total Administration:				154.54	
<b>05-51-52-46-658 Substation-Maintenance</b>	Electric Fund	Transmission	Utility Superintenden		
MDS POWER, INC.	ATEV1130025F240 AT EVO	Battery C INV855904	09/19/2025	6,022.00	
Total Transmission:				6,022.00	
<b>05-51-53-44-413 Other Rents</b>	Electric Fund	Urban Distribution	Utility Superintenden		
RAILROAD MGMT COMPANY, LLC	LICENSE FEES	535761	09/23/2025	458.76	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>05-51-53-44-457 Internet Operating Expense</b>	Electric Fund	Urban Distribution	Utility Superintenden		
ALLO COMMUNICATIONS LLC	123-761-0506 INTERNET SUB STATI	757726	09/24/2025	59.00	
<b>05-51-53-44-457 Internet Operating Expense</b>	Electric Fund	Urban Distribution	Utility Superintenden		
ALLO COMMUNICATIONS LLC	123-762-0097 INTERNET UTILITY FA	757726	09/24/2025	109.00	
<b>05-51-53-44-457 Internet Operating Expense</b>	Electric Fund	Urban Distribution	Utility Superintenden		
ALLO COMMUNICATIONS LLC	123-762-0031 INTERNET UTILITY FA	757726	09/24/2025	2.00	
<b>05-51-53-44-457 Internet Operating Expense</b>	Electric Fund	Urban Distribution	Utility Superintenden		
ALLO COMMUNICATIONS LLC	123-762-0098 INTERNET UTILITY FA	757726	09/24/2025	427.80	
<b>05-51-53-44-457 Internet Operating Expense</b>	Electric Fund	Urban Distribution	Utility Superintenden		
ALLO COMMUNICATIONS LLC	123-762-0110 INTERNET SUB STATI	757726	09/24/2025	57.00	
<b>05-51-53-44-457 Internet Operating Expense</b>	Electric Fund	Urban Distribution	Utility Superintenden		
ALLO COMMUNICATIONS LLC	123-762-0089 INTERNET SCADA	757726	09/24/2025	54.00	
<b>05-51-53-44-457 Internet Operating Expense</b>	Electric Fund	Urban Distribution	Utility Superintenden		
ALLO COMMUNICATIONS LLC	123-761-0991 INTERNET LANDFILL	757726	09/24/2025	102.00	
<b>05-51-53-44-457 Internet Operating Expense</b>	Electric Fund	Urban Distribution	Utility Superintenden		
ALLO COMMUNICATIONS LLC	123-761-0355 INTERNET SUB STATI	757726	09/24/2025	54.00	
<b>05-51-53-45-532 Protective Gear</b>	Electric Fund	Urban Distribution	Utility Superintenden		
SLATE ROCK FR LLC	SHIRTS	93510	09/17/2025	470.32	
<b>05-51-53-45-534 Safety Commodities</b>	Electric Fund	Urban Distribution	Utility Superintenden		
SLATE ROCK FR LLC	HOODIES	54491	09/10/2025	397.43	
<b>05-51-53-45-534 Safety Commodities</b>	Electric Fund	Urban Distribution	Utility Superintenden		
SLATE ROCK FR LLC	PANTS	93507	09/17/2025	411.68	
<b>05-51-53-45-561 Bldg Maintenance Material</b>	Electric Fund	Urban Distribution	Utility Superintenden		
BERNIES ACE HARDWARE	BUILDING MAINTENANCE MATERIA	325640	09/26/2025	21.39	
Total Urban Distribution:				1,829.52	
<b>05-51-54-53-948 Rural Rebuilds</b>	Electric Fund	Rural Line Dist and Maint	Utility Superintenden		
SE CONSTRUCTION	Transformer for Solar Field	INV323	08/01/2025	42,538.14	09/24/2025
Total Rural Line Dist and Maint:				42,538.14	
Total Utility Superintendent:				50,544.20	
Total Electric Fund:				50,981.17	
<b>Refuse Fund</b>					
<b>06-41-42-44-482 NRCNTSVC-Vehicle Repair Mtc</b>	Refuse Fund	Refuse Collection	Public Works		
KAISER TIRE	LANDFILL #A1113 TIRE	21249	09/19/2025	584.72	
<b>06-41-42-45-556 Parts-Vehicle, Mach, Equip</b>	Refuse Fund	Refuse Collection	Public Works		
ALLIANCE TRACTOR & IMPLEMENT	TRUCK #1115 FITTINGS/HOSES	17573	09/29/2025	154.58	
<b>06-41-42-45-556 Parts-Vehicle, Mach, Equip</b>	Refuse Fund	Refuse Collection	Public Works		
DARREN'S CARQUEST AUTO PART	TOWELS/COUPLING/TUBING/BRAK	2723-520732	09/17/2025	64.66	
Total Refuse Collection:				803.96	
Total Public Works:				803.96	
<b>06-51-55-44-444 Natural Gas</b>	Refuse Fund	Refuse Disposal	Public Works		
BLACK HILLS ENERGY	7095 5903 91	SEPTEMBER 2	09/16/2025	29.36	09/22/2025
<b>06-51-55-45-512 Computer Supplies</b>	Refuse Fund	Refuse Disposal	Public Works		
NEBRASKA TOTAL OFFICE	COMPUTER SUPPLIES	0129618-001	09/23/2025	44.94	
<b>06-51-55-45-531 Uniforms</b>	Refuse Fund	Refuse Disposal	Public Works		
IDEAL LINEN INC	TOWELS/UNIFORMS	11286885	09/04/2025	129.38	
<b>06-51-55-45-531 Uniforms</b>	Refuse Fund	Refuse Disposal	Public Works		
IDEAL LINEN INC	Uniforms	11287843	09/11/2025	129.38	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>06-51-55-45-531 Uniforms</b>	Refuse Fund	Refuse Disposal	Public Works		
IDEAL LINEN INC	UNIFORMS	11289811	09/25/2025	129.38	
<b>06-51-55-45-531 Uniforms</b>	Refuse Fund	Refuse Disposal	Public Works		
IDEAL LINEN INC	TOWELS/UNIFORMS	11288805	09/18/2025	129.38	
<b>06-51-55-45-556 Parts-Vehicle, Mach, Equip</b>	Refuse Fund	Refuse Disposal	Public Works		
FARM PLAN	SQUEEGEE	51492400	09/24/2025	5.99	
<b>06-51-55-45-556 Parts-Vehicle, Mach, Equip</b>	Refuse Fund	Refuse Disposal	Public Works		
FARM PLAN	BULK BOLTS/CHAIN/GRAB HOOKS	51489398	09/16/2025	17.99	
<b>06-51-55-45-556 Parts-Vehicle, Mach, Equip</b>	Refuse Fund	Refuse Disposal	Public Works		
FARM PLAN	VACCUM	51490287	09/18/2025	199.98	
<b>06-51-55-45-556 Parts-Vehicle, Mach, Equip</b>	Refuse Fund	Refuse Disposal	Public Works		
CARTER'S HOME HARDWARE & AP	PATCH CORD 50FT	30403/1	09/23/2025	19.99	
Total Refuse Disposal:				835.77	
Total Public Works:				835.77	
<b>06-52-99-58-841 Baler Loan - Principal</b>	Refuse Fund	Debt Services	Public Works		
NEBRASKA BANK	PRINCIPAL - LANDFILL EQUIPMENT	OCTOBER 202	10/01/2025	25,000.00	
<b>06-52-99-58-841 Baler Loan - Principal</b>	Refuse Fund	Debt Services	Public Works		
PLATTE VALLEY BANK	PRINCIPAL	JULY 2025	07/03/2025	10,871.95	
<b>06-52-99-58-842 Baler Loan - Interest</b>	Refuse Fund	Debt Services	Public Works		
NEBRASKA BANK	INTEREST - LANDFILL EQUIPMENT	OCTOBER 202	10/01/2025	675.00	
<b>06-52-99-58-842 Baler Loan - Interest</b>	Refuse Fund	Debt Services	Public Works		
PLATTE VALLEY BANK	INTEREST	JULY 2025	07/03/2025	594.31	
Total Debt Services:				37,141.26	
Total Public Works:				37,141.26	
Total Refuse Fund:				38,780.99	
<b>Sewer Fund</b>					
<b>07-52-58-43-379 Other Contract Operating Svcs</b>	Sewer Fund	Sewer	Public Works		
BUD'S PEST CONTROL	SEWER PEST CONTROL	7220	09/11/2025	45.00	
<b>07-52-58-43-379 Other Contract Operating Svcs</b>	Sewer Fund	Sewer	Public Works		
BUD'S PEST CONTROL	SEWER PEST CONTROL	7236	09/11/2025	45.00	
<b>07-52-58-44-451 Telephone Line Expense</b>	Sewer Fund	Sewer	Public Works		
ALLO COMMUNICATIONS LLC	308-762-4742 SCADA	757726	09/24/2025	36.43	
<b>07-52-58-45-534 Safety Commodities</b>	Sewer Fund	Sewer	Public Works		
FARM PLAN	GLOVES	51491581	09/22/2025	18.99	
Total Sewer:				145.42	
Total Public Works:				145.42	
Total Sewer Fund:				145.42	
<b>Water Fund</b>					
<b>08-0000-07710 Merchandise Inventory</b>	Water Fund				
NORTHWEST PIPE FITTINGS INC	Meter Loop 5/8" x 3/4"-Mueller	289363	09/19/2025	640.58	
<b>08-0000-07710 Merchandise Inventory</b>	Water Fund				
NORTHWEST PIPE FITTINGS INC	Meter Loop 1"- H1412 Mueller	289363	09/19/2025	961.16	
<b>08-0000-07710 Merchandise Inventory</b>	Water Fund				
NORTHWEST PIPE FITTINGS INC	INSERT STIFFNERS	290928	09/19/2025	79.60	
<b>08-0000-07710 Merchandise Inventory</b>	Water Fund				
NORTHWEST PIPE FITTINGS INC	INSERT STIFFNERS	291048	09/19/2025	56.56	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
Total :				1,737.90	
Total :				1,737.90	
<b>08-52-51-43-383 Water Testing Services</b>					
NE PUBLIC HEALTH ENVIRONMENT	Water Fund TESTling	Water Treatment 594854	Public Works 09/16/2025	2,189.00	
<b>08-52-51-43-383 Water Testing Services</b>					
NE PUBLIC HEALTH ENVIRONMENT	Water Fund COLIFORM	Water Treatment 595764	Public Works 09/16/2025	22.00	
<b>08-52-51-44-483 NRCNTSVC-Building Public Wrks</b>					
BUD'S PEST CONTROL	Water Fund WATER PEST CONTROL	Water Treatment 7220	Public Works 09/11/2025	74.90	
<b>08-52-51-44-483 NRCNTSVC-Building Public Wrks</b>					
BUD'S PEST CONTROL	Water Fund WATER PEST CONTROL	Water Treatment 7236	Public Works 09/11/2025	74.90	
<b>08-52-51-45-532 Protective Gear</b>					
FARM PLAN	Water Fund UNIFORMS	Water Treatment 51492359	Public Works 09/24/2025	94.13	
<b>08-52-51-45-544 Small Tools, Equipment</b>					
FARM PLAN	Water Fund BOX FANS WELL #1	Water Treatment 51492541	Public Works 09/25/2025	21.38	
<b>08-52-51-46-629 Other Chemicals</b>					
HAWKINS INC	Water Fund	Water Treatment 7204399	Public Works 09/19/2025	821.67	
<b>08-52-51-46-629 Other Chemicals</b>					
HAWKINS INC	Water Fund Chemical	Water Treatment 7204399	Public Works 09/19/2025	5,368.00	
Total Water Treatment:				8,665.98	
Total Public Works:				8,665.98	
Total Water Fund:				10,403.88	
<b>Golf Course</b>					
<b>21-71-75-44-444 Natural Gas</b>					
BLACK HILLS ENERGY	Golf Course 7929 1256 65	Golf Course SEPTEMBER 2	Cultural and Leisure 09/16/2025	80.65	09/22/2025
<b>21-71-75-44-444 Natural Gas</b>					
BLACK HILLS ENERGY	Golf Course 8588 2648 38	Golf Course SEPTEMBER 2	Cultural and Leisure 09/16/2025	49.76	09/22/2025
Total Golf Course:				130.41	
Total Cultural and Leisure Services:				130.41	
Total Golf Course:				130.41	
<b>Airport</b>					
<b>22-41-43-44-444 Natural Gas</b>					
BLACK HILLS ENERGY	Airport 9862 2110 07	Airport Operations SEPTEMBER 2	Airport 09/16/2025	54.40	09/22/2025
<b>22-41-43-44-444 Natural Gas</b>					
BLACK HILLS ENERGY	Airport 6920 6237 05	Airport Operations SEPTEMBER 2	Airport 09/16/2025	74.47	09/22/2025
<b>22-41-43-58-831 W &amp; N Interest</b>					
FIRST NATIONAL BANK	Airport RUNWAY LOAN #2504111 INTERES	Airport Operations SEPT 2025	Airport 09/26/2025	1,285.35	
Total Airport Operations:				1,414.22	
Total Airport:				1,414.22	
Total Airport:				1,414.22	
<b>Public Transit Fund</b>					
<b>23-72-71-44-451 Telephone Line Expense</b>					
ALLO COMMUNICATIONS LLC	Public Transit Fund 308-761-1112 PUBLIC TRANSIT	Transit - Administration 757726	Public Works 09/24/2025	69.88	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>23-72-71-45-526 Other Nonoperating Sup/Expense</b>					
IDEAL LINEN INC	Public Transit Fund TOWELS	Transit - Administration 11289340	Public Works 09/23/2025	55.00	
<b>23-72-71-45-526 Other Nonoperating Sup/Expense</b>					
BUD'S PEST CONTROL	Public Transit Fund PEST CONTROL	Transit - Administration 7221	Public Works 09/11/2025	70.00	
<b>23-72-71-47-724 Vehicle Liability</b>					
LARM	Public Transit Fund TRANSIT VEHICLES	Transit - Administration 113791	Public Works 08/20/2025	6,862.03	
Total Transit - Administration:				7,056.91	
Total Public Works:				7,056.91	
Total Public Transit Fund:				7,056.91	
<b>Street Fund</b>					
<b>24-41-41-45-556 Parts-Vehicle, Mach, Equip</b>					
DARREN'S CARQUEST AUTO PART	Street Fund PARTS	Streets 2723-520937	Public Works 09/19/2025	10.56	
<b>24-41-41-45-556 Parts-Vehicle, Mach, Equip</b>					
LANDMARK IMPLEMENT INC	Street Fund PARTS	Streets 11978820	Public Works 09/19/2025	36.29	
Total Streets:				46.85	
Total Public Works:				46.85	
Total Street Fund:				46.85	
<b>Retired Senior Vol Program</b>					
<b>26-71-70-44-451 Telephone Line Expense</b>					
ALLO COMMUNICATIONS LLC	Retired Senior Vol P 308-762-1293 RSVP	Retired Senior Vol Program 757726	Cultural and Leisure 09/24/2025	17.47	
Total Retired Senior Vol Program:				17.47	
Total Cultural and Leisure Services:				17.47	
Total Retired Senior Vol Program:				17.47	
<b>Economic Development Fund</b>					
<b>35-61-64-44-421 Membership Dues</b>					
PANHANDLE AREA DEVELOPMENT	Economic Develop PADD MEMBERSHIP	Economic Development Support JULY 2025	Community Develop 07/15/2025	6,581.30	
Total Economic Development Support:				6,581.30	
Total Community Development:				6,581.30	
Total Economic Development Fund:				6,581.30	
<b>Redevelopment Fund</b>					
<b>37-61-69-58-821 W &amp; N Principal</b>					
LINPEPCO PARTNERSHIP	Redevelopment Fun TIFF #3	Redevelopment SEPT 2025	Community Develop 09/29/2025	39,357.93	
<b>37-61-69-58-821 W &amp; N Principal</b>					
PLATTE VALLEY BANK	Redevelopment Fun TIFF #5 1DASH5	Redevelopment SEPT 2025	Community Develop 09/29/2025	1,493.44	
<b>37-61-69-58-821 W &amp; N Principal</b>					
SECURITY FIRST BANK	Redevelopment Fun TIFF #6 ALLIANCE LODGING LLC	Redevelopment SEPT 2025	Community Develop 09/29/2025	35,561.17	
Total Redevelopment:				76,412.54	
Total Community Development:				76,412.54	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
Total Redevelopment Fund:				76,412.54	
<b>Administration Internal Service</b>					
<b>51-13-13-44-451 Telephone Line Expense</b>	Administration Intern	Personnel	Personnel		
ALLO COMMUNICATIONS LLC	308-762-5400 PERSONNEL	757726	09/24/2025	12.05	
<b>51-13-13-47-727 Errors, Omissions Liability</b>	Administration Intern	Personnel	Personnel		
LARM	EMPLOYEE BENEFITS LIAB/ERROR	113791	08/20/2025	10,217.00	
Total Personnel:				10,229.05	
Total Personnel:				10,229.05	
<b>51-14-16-47-721 Commercial Property Ins</b>	Administration Intern	Risk Management	Legal		
LARM	COMMERCIAL PROPERTY	113791	08/20/2025	609,066.00	
<b>51-14-16-47-722 General Liability</b>	Administration Intern	Risk Management	Legal		
LARM	GENERAL LIABILITY	113791	08/20/2025	183,519.00	
<b>51-14-16-47-724 Vehicle Liability</b>	Administration Intern	Risk Management	Legal		
LARM	AUTO LIABILITY	113868	08/21/2025	2,666.21	
<b>51-14-16-47-724 Vehicle Liability</b>	Administration Intern	Risk Management	Legal		
LARM	AUTO LIABILITY	113791	08/20/2025	119,215.97	
<b>51-14-16-47-732 Workers Compensation Adj</b>	Administration Intern	Risk Management	Legal		
LARM	WORKERS COMPENSATION	113791	08/20/2025	233,785.00	
Total Risk Management:				1,148,252.18	
Total Legal:				1,148,252.18	
<b>51-17-17-43-335 Other Technical Services</b>	Administration Intern	MIS	Technology		
BYTES COMPUTER	HRZN 8 STD	CW42175	09/10/2025	9,000.00	
<b>51-17-17-44-451 Telephone Line Expense</b>	Administration Intern	MIS	Technology		
ALLO COMMUNICATIONS LLC	308-762-5400 MIS	757726	09/24/2025	6.02	
<b>51-17-17-44-457 Internet Operating Expense</b>	Administration Intern	MIS	Technology		
ALLO COMMUNICATIONS LLC	123-761-0004 INTERNET MUSEUM	757726	09/24/2025	55.00	
<b>51-17-17-44-457 Internet Operating Expense</b>	Administration Intern	MIS	Technology		
ALLO COMMUNICATIONS LLC	123-762-0071 INTERNET LIBRARY	757726	09/24/2025	54.00	
<b>51-17-17-44-457 Internet Operating Expense</b>	Administration Intern	MIS	Technology		
ALLO COMMUNICATIONS LLC	123-761-0029 INTERNET MUSEUM	757726	09/24/2025	104.00	
<b>51-17-17-44-457 Internet Operating Expense</b>	Administration Intern	MIS	Technology		
ALLO COMMUNICATIONS LLC	123-762-0033 INTERNET MUNICIPAL	757726	09/24/2025	250.00	
<b>51-17-17-44-457 Internet Operating Expense</b>	Administration Intern	MIS	Technology		
ALLO COMMUNICATIONS LLC	123-762-0032 INTERNET MUNICIPAL	757726	09/24/2025	267.38	
<b>51-17-17-44-457 Internet Operating Expense</b>	Administration Intern	MIS	Technology		
ALLO COMMUNICATIONS LLC	123-762-0025 INTERNET	757726	09/24/2025	109.00	
<b>51-17-17-44-457 Internet Operating Expense</b>	Administration Intern	MIS	Technology		
ALLO COMMUNICATIONS LLC	123-762-0026 INTERNET	757726	09/24/2025	109.00	
<b>51-17-17-44-457 Internet Operating Expense</b>	Administration Intern	MIS	Technology		
ALLO COMMUNICATIONS LLC	123-762-0092 INTERNET POLICE DE	757726	09/24/2025	139.00	
<b>51-17-17-44-457 Internet Operating Expense</b>	Administration Intern	MIS	Technology		
ALLO COMMUNICATIONS LLC	123-762-0062 INTERNET SALLOWS	757726	09/24/2025	104.00	
Total MIS:				10,197.40	
Total Technology:				10,197.40	
<b>51-21-21-44-451 Telephone Line Expense</b>	Administration Intern	Accounting	Finance		
ALLO COMMUNICATIONS LLC	308-762-5400 ACCOUNTING	757726	09/24/2025	42.17	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
Total Accounting:				42.17	
Total Finance:				42.17	
Total Administration Internal Service:				1,168,720.80	
<b>Enterprise Internal Service</b>					
<b>55-21-23-44-451 Telephone Line Expense</b>	Enterprise Internal S	Utility Customer Service	Finance		
ALLO COMMUNICATIONS LLC	308-762-5400 UTILITIES	757726	09/24/2025	42.17	
<b>55-21-23-45-526 Other Supplies</b>	Enterprise Internal S	Utility Customer Service	Finance		
DOCU-SHRED LLC	64 GALLON CONTAINER	18201	09/20/2025	30.00	
<b>55-21-23-45-544 Small Tools, Equipment</b>	Enterprise Internal S	Utility Customer Service	Finance		
BERNIES ACE HARDWARE	TOILET REPAIRS	325620	09/26/2025	16.58	
<b>55-21-23-45-544 Small Tools, Equipment</b>	Enterprise Internal S	Utility Customer Service	Finance		
BERNIES ACE HARDWARE	TOILET REPAIRS	325621	09/26/2025	8.99	
Total Utility Customer Service:				97.74	
Total Finance:				97.74	
<b>55-51-56-44-451 Telephone Line Expense</b>	Enterprise Internal S	Warehouse	Utilitiy Superintenden		
ALLO COMMUNICATIONS LLC	308-762-1191 UTILITY FACILITY	757726	09/24/2025	69.88	
<b>55-51-56-44-483 NRCNTSVC-Building Public Wrks</b>	Enterprise Internal S	Warehouse	Utilitiy Superintenden		
BUD'S PEST CONTROL	PUBLIC WORKS PEST CONTROL	7236	09/11/2025	120.00	
<b>55-51-56-44-483 NRCNTSVC-Building Public Wrks</b>	Enterprise Internal S	Warehouse	Utilitiy Superintenden		
BUD'S PEST CONTROL	PUBLIC WORKS PEST CONTROL	7220	09/11/2025	120.00	
<b>55-51-56-45-561 Bldg Maintenance Material</b>	Enterprise Internal S	Warehouse	Utilitiy Superintenden		
CHARTER COMMUNICATIONS	176246901	176246901092	09/21/2025	15.76	
Total Warehouse:				325.64	
Total Utilitiy Superintendent:				325.64	
Total Enterprise Internal Service:				423.38	
<b>Health Care Internal Service</b>					
<b>57-81-81-42-231 Employee Life Insurance</b>	Health Care Internal	Health Support	Personnel		
UNUM LIFE INSURANCE COMPANY	EMPLOYEE LIFE INSURANCE #091	SEPTEMBER-	09/01/2025	850.88	09/24/2025
<b>57-81-81-42-287 Employee Claims</b>	Health Care Internal	Health Support	Personnel		
REGIONAL CARE, INC.	HEALTH CLAIMS	09222025-HC	09/22/2025	3,545.44	09/24/2025
Total Health Support:				4,396.32	
Total Personnel:				4,396.32	
Total Health Care Internal Service:				4,396.32	
Grand Totals:				1,410,021.70	

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GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Segment Department Net Invoice Amount	Date Paid
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Dated: \_\_\_\_\_

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

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

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

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Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

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## COUNCIL PROCEEDINGS

The Alliance, Nebraska City Council met in a Regular Meeting on Tuesday, September 16, 2025 at 7:00 p.m. Present were Council Members McGhehey, Mashburn, Weisgerber, Turman and Yates.

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

1. Resolution No. 25-117, Resolution No. 25-118, Resolution No. 25-119 were tabled from the Consent Calendar. Ayes: All. Motion carried.
2. Resolution No. 25-120 was withdrawn from the Consent Calendar due to applicant withdrawing application. Ayes: All. Motion carried.
3. Approved the Consent Calendar. Ayes: All. Motion carried.
4. Passed the first reading of Ordinance No. 3005, which approves the Final Plat for Karell Addition, a 9.14 acre tract of land described as Part of the Southeast Quarter or the Northeast Quarter of Section 34 and Part of the Southwest Quarter of the Northwest Quarter of Section 35, Township 25 North, Range West of 6<sup>th</sup> Principal Meridian, Alliance, Box Butte County, Nebraska. Ayes: All. Motion carried.
5. Passed the first reading of Ordinance No. 3006, which approves and amends the City of Alliance Municipal Code Section 26-52, titles *School Zones*. The amendment will allow for speed limits within all school zones, which shall be 15 miles per hour between the hours of 7:00 a.m. and 5:00 p.m. when school is in session, with the exception of school zones on Box Butte Avenue and East 10<sup>th</sup> Street, which shall be 20 miles per hour between the hours of 7:00 a.m. and 5:00 p.m. when school is in session. Ayes: All. Motion carried.
6. Approved Resolution No. 25-100, which adopts an updated City of Alliance Classification and Compensation Plan. Ayes: All. Motion carried.
7. Conducted a Public Hearing for the consideration for the Purchase Agreement for the purchase of Lot 6, Block 5, First Addition to South Alliance, City of Alliance, Box Butte County, Nebraska from Box Butte County. Council approved Resolution 25-121, which authorizes the Purchase Agreement for the purchase of Lot 6, Block 5, First Addition to South Alliance, City of Alliance, Box Butte County, Nebraska from Box Butte County in the amount of \$1.00. Ayes: Turman, Yates, Mashburn, and McGhehey. Nay: Weisgerber. Motion carried.
8. Approved Resolution 25-122, which accepts and approves the amended rates of Solid Waste Disposal. Ayes: Turman, Yates, McGhehey. Nay: Mashburn, Weisgerber. Motion carried.

9. Approved Resolution 25-123, which accepts and approves the amended rates to the Electric Rate Schedule. Ayes: Yates, Mashburn, Turman, and McGhehey. Nay: Weisgerber. Motion carried.

Meeting adjourned at 7:52 p.m.

(SEAL)

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John McGhehey, Mayor

Attest:

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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.

COUNCIL PROCEEDINGS

The Alliance, Nebraska City Council met in a Special Meeting on Thursday, September 18, 2025 at 7:00 p.m. Present were Council Members McGhehey, Mashburn, Turman and Yates.

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

1. Adopted Ordinance No. 3003, which approves the City of Alliance annual appropriation bill for the fiscal year beginning October 1, 2025. The proposed budget contains anticipated and estimated revenues and expenses for the next fiscal year. Ayes: All. Motion carried.
2. Approved Resolution No. 25-124, which accepts and approves the proposed 2025-2026 Property Tax Request, which contains anticipated and estimated revenues and expenses for the next fiscal year. Ayes: All. Motion carried.
3. Approved Resolution No. 25-125, which approves the renegotiated contract with Fraternal Order of Police Lodge #51. Ayes: All. Motion carried.

Meeting adjourned at 8:04 p.m.

(SEAL)

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John McGhehey, Mayor

Attest:

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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.

COUNCIL PROCEEDINGS

The Alliance, Nebraska City Council met in a Special Meeting on Tuesday, September 23, 2025 at 9:00 a.m. Present were Council Members McGhehey, Mashburn, and Turman.

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

1. Approved the Consent Calendar. Ayes: All. Motion carried.

Meeting adjourned at 9:05 a.m.

(SEAL)

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John McGhehey, Mayor

Attest:

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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.

# 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 SIX HUNDRED and 00/100<sup>THS</sup> DOLLARS, to it in hand paid, does hereby, grant, bargain, sell convey and confirm unto:

**Carlos D. Reza**

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

The West Half (W ½) Lot Fourteen (14), Section Three (3), Block Twenty-Seven (27); 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 7<sup>th</sup> day of October, 2025.

CITY OF ALLIANCE, a municipal corporation

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

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

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

RESOLUTION NO. 25-126

*WHEREAS*, On September 16, 2025, City Council member Monte Weisgerber tendered his resignation in writing from the position of council member to the City Council of the City of Alliance, Nebraska, pursuant to Neb. Rev. Stat. § 32-562(8); and

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

*NOW, THEREFORE, BE IT RESOLVED*, by the City Council of the City of Alliance Nebraska, accepts the resignation of Monte Weisgerber as council member pursuant to Neb. Rev. Stat. § 32-562.

PASSED AND APPROVED this 7<sup>th</sup> day of October, 2025.

(SEAL)

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

Attest:

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

Approved as to Form and Legality:

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

Tuesday Sept 16, 2025

Jay Weisgerber is submitting  
his resignation as of Tue Sept 16, 2025

Jay Weisgerber

# Narrative

## October 7, 2025



### **RESOLUTION-ADOPT AMENDMENT TO WAPA CONTRACT NO. 14-RMR-2546**

For many years, due to limitations in WAPA's infrastructure, MEAN and WAPA have had an arrangement where Alliance's Firm Electric Service (FES) is delivered in the west. The Point of Delivery (POD) in Alliance's FES contract had not previously been modified to reflect the actual delivery in the west. With SPP's RTO Expansion into the west, WAPA and MEAN are working together to ensure that the WAPA FES contracts reflect how the FES is being delivered. Once SPP's RTO Expansion goes live (anticipated April 2026), MEAN would like to continue having Alliance's FES delivered in the west. The reason for the proposed change to the POD for Alliance's FES is to document the status quo of the established arrangement between WAPA and MEAN where WAPA provides the FES delivery in the west, and to have Alliance's FES contract align with the actual POD.

There are many benefits to both MEAN and WAPA to continue with the long-standing arrangement of WAPA delivering Alliance's FES in the west. These benefits include exempting these deliveries from certain charges (including marginal congestion and marginal losses) in the SPP RTO which reduces the risk to WAPA and its rate payers from the volatility associated with those SPP RTO charges. It also reduces MEAN's exposure to risk and charges in the SPP RTO as well.

Please note that this change only changes the POD for Alliance's FES and does not change any of Alliance's right to its WAPA FES allocation or related terms of service. Also, the change to the POD for Alliance's FES will not have any direct impact to Alliance's statement of monthly power and energy delivery from MEAN.

**RECOMMENDATION: APPROVE RESOLUTION ADOPTING AMENDMENT TO WAPA CONTRACT**

RESOLUTION NO. 25-127

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

WHEREAS, The City has received an amendment to 14-RMR-2546 (Contract); and

WHEREAS, The 14-RMR-2546 (Contract) sets forth the Purchasing and Scheduling Agent Services; and

WHEREAS, The City has reviewed Amendment Number 1 to Contract Number 14-RMR-2556 and determines that the approval of Amendment Number 1 is in the best interest of the City and its ratepayers.

*NOW, THEREFORE, BE IT RESOLVED*, by the Mayor and City Council of Alliance, Nebraska, that the Mayor is authorized to execute for and on behalf of the City the attached Amendment No. 1 to Contract No. 14-RMR-2546 with the Western Area Power Administration.

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

PASSED AND APPROVED this 7<sup>th</sup> day of October, 2025.

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

(SEAL)

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

Approved as to Form and Legality:

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

AMENDMENT NO. 1

TO

CONTRACT NO. 14-RMR-2546

BETWEEN

CITY OF ALLIANCE, NEBRASKA

AND

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

LOVELAND AREA PROJECTS

FOR

FIRM ELECTRIC SERVICE

AMENDMENT NO. 1  
 TO  
 CONTRACT NO. 14-RMR-2546  
 BETWEEN  
 CITY OF ALLIANCE, NEBRASKA  
 AND  
 UNITED STATES  
 DEPARTMENT OF ENERGY  
 WESTERN AREA POWER ADMINISTRATION  
 ROCKY MOUNTAIN REGION  
 LOVELAND AREA PROJECTS  
 FOR  
FIRM ELECTRIC SERVICE

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AMENDMENT NO. 1  
TO  
CONTRACT NO. 14-RMR-2546  
BETWEEN  
CITY OF ALLIANCE, NEBRASKA  
AND  
UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION  
ROCKY MOUNTAIN REGION  
LOVELAND AREA PROJECTS  
FOR  
FIRM ELECTRIC SERVICE

1. PREAMBLE: This Amendment No. 1 (Amendment) is made this date \_\_\_\_\_ (Effective Date), pursuant to the Acts of Congress approved June 17, 1902 (32 Stat. 388); August 4, 1939,(53 Stat. 1187); December 22, 1944 (58 Stat. 887); April 11, 1956 (70 Stat. 105); August 16,1962, (76 Stat. 389); August 4, 1977 (91 Stat. 565); and Acts amendatory or supplementary to the foregoing Acts; between the UNITED STATES OF AMERICA, Department of Energy, acting by and through the Administrator, WESTERN AREA POWER ADMINISTRATION (WAPA or previously referred to as Western) and the City of Alliance, Nebraska a cooperative association duly organized and existing under and by virtue of the laws of the State of Nebraska, hereinafter called Alliance, its successors and assigns; each sometimes

individually called Party and both collectively called Parties, as part of Contract No. 14-RMR-2546 (Original Contract), and subject to all of the provisions of the Original Contract except as herein provided.

2. EXPLANATORY RECITALS:

2.1 WAPA markets and delivers wholesale hydroelectric power generated at Federal dams in the Pick-Sloan Missouri Basin Program-Western Division (Pick-Sloan Western Division), and the Fryingpan-Arkansas Project collectively, the Loveland Area Projects.

2.2 The Parties choose to enter into the Original Contract by which WAPA provides firm electric service to Contractor from October 1, 2024, through the end of the calendar day on September 30, 2054.

2.3 On July 17, 2025, WAPA approved new General Power Contract Provisions, which are attached and are a part of this Amendment.

3. AGREEMENT: The Parties agree to the terms and conditions set forth herein.

4. TERM OF AMENDMENT: This Amendment No. 1 shall become effective as of the Effective Date and shall remain in effect concurrently with the Original Contract and shall terminate coincidentally therewith.
  
5. REVISION OF SECTION 18 OF THE ORIGINAL CONTRACT: Section 18 of the Original Contract is hereby deleted and replaced with the following:  
  
“GENERAL POWER CONTRACT PROVISIONS: The current version of WAPA’s General Power Contract Provisions (GPCPs), to the extent applicable to this Contract, are hereby made a part of this Contract the same as if these had been expressly set forth herein; Provided, That the word “Contractor” in the GPCPs refers to Alliance; Provided further, That if a conflict occurs between the GPCPs and this Contract, the Contract shall govern. WAPA’s General Power Contract Provisions (GPCPs) are available at <https://www.wapa.gov/power-marketing/general-power-contract-provisions/>.”
  
6. AMENDMENTS: This Agreement may be revised from time to time by a written instrument signed by both Parties.
  
7. EXHIBITS AND SCHEDULES: The initial Exhibits and Schedules to this Agreement, as they may be amended or revised from time to time by a written instrument signed by both Parties, are attached to this Agreement and are

incorporated by reference as if stated fully herein. New Exhibits and/or Schedules may be added in the future as required and shall be amended and made part of this Agreement by mutual written agreement of the Parties.

8. ORIGINAL CONTRACT TO REMAIN IN FULL FORCE AND EFFECT: Except as expressly modified herein, the Original Contract shall remain in full force and effect, and this Amendment No. 1 shall be subject to all the provisions of the Original Contract.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the date first written above.

WESTERN AREA POWER ADMINISTRATION

By: \_\_\_\_\_  
Parker Wicks

Title: Vice President of Power Marketing  
for Rocky Mountain Region

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

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

CITY OF ALLIANCE, NEBRASKA

By: \_\_\_\_\_  
Name

Title: \_\_\_\_\_

Address: Address  
City, State, Zip

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

Attest:

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

Title: \_\_\_\_\_

DELIVERY OBLIGATION

1. This Revision No. 1 to Exhibit A, to be effective as of \_\_\_\_\_, under and as a part of Contract No. 14-RMR-2546, hereinafter called the Contract, will remain in effect until superseded by another Exhibit A; Provided, That this Exhibit A or any superseding Exhibit A will terminate upon expiration or termination of the Contract.
  
2. SEASONAL ENERGY AND CONTRACT RATES OF DELIVERY FOR FIRM POWER:
  - 2.1 Subject to changes as provided in Sections 5 and 7.6 of the Contract, beginning on October 1, 2024, and continuing through the end of the calendar day on September 30, 2034, the Seasonal Energy during the Winter Season will be 3,502,054 kilowatthours; and the Seasonal Energy during the Summer Season will be 5,158,102 kilowatthours.
  
  - 2.2 Subject to changes as provided in Sections 5 and 7.6 of the Contract, beginning on October 1, 2024, and continuing through the end of the calendar day on September 30, 2034, the CROD for firm electric service during the Winter Season will be 2,151 kilowatts, and the CROD for the Summer Season will be 2,999 kilowatts.

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

<u>Winter Season</u>	<u>MONTHLY ENERGY</u> (kWh)	<u>PERCENT OF SEASONAL ENERGY</u> (%)
October	591,847	16.9
November	591,847	16.9
December	647,880	18.5
January	630,370	18.0
February	497,292	14.2
March	<u>542,818</u>	<u>15.5</u>
TOTAL WINTER SEASON ENERGY:	3,502,054	100

<u>Summer Season</u>	<u>MONTHLY ENERGY</u> (kWh)	<u>PERCENT OF SEASONAL ENERGY</u> (%)
April	753,083	14.6
May	789,190	15.3
June	907,826	17.6
July	1,134,782	22.0
August	907,826	17.6
September	<u>665,395</u>	<u>12.9</u>
TOTAL SUMMER SEASON ENERGY:	5,158,102	100

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

<u>Winter Season</u>	<u>MONTHLY CAPACITY</u> (kW)	<u>PERCENT OF CROD</u> (%)
October	1,992	92.6
November	1,962	91.2
December	2,151	100.0
January	2,093	97.3
February	1,945	90.4
March	1,764	82.0

<u>Summer Season</u>	<u>MONTHLY CAPACITY</u> (kW)	<u>PERCENT OF CROD</u> (%)
April	2,477	82.6
May	2,324	77.5
June	2,789	93.0
July	2,999	100.0
August	2,636	87.9
September	2,561	85.4

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

<u>POINT OF DELIVERY</u>	<u>NOMINAL VOLTAGE</u> (kV)	CROD	
		<u>Winter</u> (kW)	<u>Summer</u> (kW)
Alliance Substation	115		
TOTAL:		2,151	2,999

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

<u>Winter Season</u>	<u>MINIMUM HOURLY DELIVERY</u> (kW)	<u>PERCENT OF CROD</u> (%)
October	409	19
November	409	19
December	473	22
January	452	21
February	366	17
March	366	17

<u>Summer Season</u>	<u>MINIMUM HOURLY DELIVERY</u> (kW)	<u>PERCENT OF CROD</u> (%)
April	570	19
May	630	21
June	720	24
July	960	32
August	750	25
September	510	17

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

The Parties have caused this Revision 1 to Exhibit A to be executed as of the date first written above.

WESTERN AREA POWER ADMINISTRATION

By: \_\_\_\_\_  
Parker Wicks

Title: Vice President of Power Marketing  
for Rocky Mountain Region

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

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

CITY OF ALLIANCE, NEBRASKA

Attest:

By: \_\_\_\_\_  
Name

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: Address  
City, State, Zip

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

WESTERN AREA POWER ADMINISTRATION  
GENERAL POWER CONTRACT PROVISIONS

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\* Revised July 17, 2025

WESTERN AREA POWER ADMINISTRATION  
GENERAL POWER CONTRACT PROVISIONS

**I. APPLICABILITY.**

1. Applicability.

1.1 These General Power Contract Provisions (Provisions) shall be a part of the contract to which they are attached. In the event these Provisions differ from requirements of the contract, specific terms set forth in the contract shall prevail.

1.2 If the Contractor has member utilities which are either directly or indirectly receiving benefits from the contract, then the Contractor shall require such members to comply with Provisions 10, 17, 18, 19, 29, 30, 36, 43, 44, and 45 of these General Power Contract Provisions.

**II. DELIVERY OF SERVICE PROVISIONS.**

2. Character of Service.

Electric energy supplied or transmitted under the contract will be three-phase, alternating current, at a nominal frequency of sixty (60) hertz (cycles per second).

3. Use of Capacity or Energy in Excess of Contract Obligation.

The Contractor is not entitled to use Federal power, energy, or capacity in amounts greater than the Western contract delivery obligation in effect for each type of service provided for in the contract except with the approval of Western. Unauthorized overruns of contract delivery obligations shall be subject to charges specified in the contract or the applicable rate schedules. Overruns shall not establish any continuing right thereto and the Contractor shall cease any overruns when requested by Western, or in the case of authorized overruns, when the approval expires, whichever occurs first. Nothing in the contract shall obligate Western to increase any delivery obligation. If additional power, energy, or capacity is not available from Western, the responsibility for securing additional power, energy, or capacity shall rest wholly with the Contractor.

4. Continuity of Service.

Electric service will be supplied or transmitted continuously except for: (1) fluctuations, interruptions, or reductions due to uncontrollable forces, as defined in Provision 34 (Uncontrollable Forces) herein, (2) fluctuations, interruptions, or reductions due to operation of devices installed for power system protection; and (3) temporary fluctuations, interruptions, or reductions, which, in the opinion of the party supplying the service, are necessary or desirable for the purposes of maintenance, repairs, replacements, installation of equipment, or investigation and inspection. The party supplying service, except in case of emergency, will give the party to whom service is being provided reasonable advance notice of such temporary interruptions or reductions and will remove the cause thereof with diligence.

5. Multiple Points of Delivery.

When electric service is supplied at or transmitted to two or more points of delivery under the same rate schedule, said rate schedule shall apply separately to the service supplied at or transmitted to each point of

delivery; Provided, That where the meter readings are considered separately, and during abnormal conditions, the Contractor's system is interconnected between points of delivery such that duplication of metered power is possible, the meter readings at each affected point of delivery will be adjusted to compensate for duplication of power demand recorded by meters at alternate points of delivery due to abnormal conditions which are beyond the Contractor's control or temporary conditions caused by scheduled outages.

6. Metering.

6.1 The total electric power and energy supplied or transmitted under the contract will be measured by metering equipment to be furnished and maintained by Western, a designated representative of Western, or where situations deem it appropriate as determined by Western, by the Contractor or its agent(s). In the event metering equipment is furnished and maintained by the Contractor or its agent(s) and the equipment is used for billing and other accounting purposes by Western, the Contractor shall ensure that the metering equipment complies with applicable metering policies established by Western.

6.2 Meters shall be secured by appropriate security measures and meters shall not be accessed except when the meters are to be inspected, tested, adjusted, or repaired. Representatives of affected parties shall be afforded reasonable opportunity to be present upon such occasions. Metering equipment shall be inspected and tested each year by the party responsible for meter maintenance, unless a different test interval is determined in accordance with good utility practices by an applicable regional metering policy, or as agreed upon by the parties. Meters shall also be tested at any reasonable time upon request by a party hereto, or by an affected supplemental power supplier, transmission agent, or control area operator. Any metering equipment found to be damaged, defective, or inaccurate shall be repaired and readjusted or replaced by the party responsible for meter maintenance as soon as practicable. Meters found with security breaches shall be tested for tampering and, if appropriate, meter readings shall be adjusted by Western pursuant to Provision 6.3 below.

6.3 Except as otherwise provided in Provision 6.4 hereof, should any meter that is used by Western for billing or other accounting purposes fail to register accurately, the electric power and energy supplied or transmitted during the period of failure to register accurately, shall, for billing purposes, be estimated by Western from the best available information.

6.4 If inspections and tests of a meter used by Western for billing or other accounting purposes disclose an error exceeding 2 percent, or a lesser range in error as agreed upon by the parties, then a correction based upon the inaccuracy found shall be made to the service records for the period of inaccuracy as determined by Western. If the period of inaccuracy cannot be determined, the inaccuracy shall be assumed to have existed during the entire monthly billing period immediately preceding the billing period in which the inspection or test was made and the resulting correction shall be made accordingly.

6.5 Any correction in billing or other accounting information that results from a correction in meter records shall be made in a subsequent monthly bill rendered by Western to the Contractor. Payment of such bill shall constitute full adjustment of any claim between the parties arising out of inaccurate metering equipment.

7. Existence of Transmission Service Contract.

If the contract provides for Western to furnish services using the facilities of a third party, the obligation of Western shall be subject to and contingent upon the existence of a transmission service contract granting Western rights to use such facilities. If Western acquires or constructs facilities which would enable it to furnish direct service to the Contractor, Western, at its option, may furnish service over its own facilities.

8. Conditions of Transmission Service.

8.1 When the electric service under the contract is furnished by Western over the facilities of others by virtue of a transmission service arrangement, the power and energy will be furnished at the voltage available and under the conditions which exist from time to time on the transmission system over which the service is supplied.

8.2 Unless otherwise provided in the contract or applicable rate schedule, the Contractor shall maintain a power factor at each point of delivery from Western's transmission agent as required by the transmission agent.

8.3 Western will endeavor to inform the Contractor from time to time of any changes planned or proposed on the system over which the service is supplied, but the costs of any changes made necessary in the Contractor's system, because of changes or conditions on the system over which the service is supplied, shall not be a charge against or a liability of Western.

8.4 If the Contractor, because of changes or conditions on the system over which service under the contract is supplied, is required to make changes on its system at its own expense in order to continue receiving service under the contract, then the Contractor may terminate service under the contract upon not less than sixty (60) days written notice given to Western prior to making such changes, but not thereafter.

8.5 If Western notifies the Contractor that electric service provided for under the contract cannot be delivered to the Contractor because of an insufficiency of capacity available to Western in the facilities of others over which service under the contract is supplied, then the Contractor may terminate service under the contract upon not less than sixty (60) days written notice given to Western prior to the date on which said capacity ceases to be available to Western, but not thereafter.

9. Multiple Points of Delivery Involving Direct and Indirect Deliveries.

When Western has provided line and substation capacity under the contract for the purpose of delivering electric service directly to the Contractor at specified direct points of delivery and also has agreed to absorb transmission service allowance or discounts for deliveries of energy over other system(s) to indirect points of delivery and the Contractor shifts any of its load served under the contract from direct delivery to indirect delivery, Western will not absorb the transmission service costs on such shifted load until the unused capacity, as determined solely by Western, available at the direct delivery points affected is fully utilized.

10. Construction, Operation, and Maintenance of Contractor's Power System.

The Contractor shall, and, if applicable, shall require each of its members or transmission agents to construct, operate, and maintain its power system in a manner which, as determined by Western, will not interfere with the operation of the system of Western or its transmission agents over which electric services are furnished to the Contractor under the contract, and in a manner which will coordinate with the protective relaying and other protective arrangements of the system(s) of Western or Western's transmission agents. Western may reduce or discontinue furnishing services to the Contractor if, after notice by Western, the Contractor fails or refuses to make such changes as may be necessary to eliminate an unsatisfactory condition on the Contractor's power system which is determined by Western to interfere significantly under current or probable conditions with any service supplied from the power system of Western or from the power system of a transmission agent of Western. Such a reduction or discontinuance of service will not relieve the Contractor of liability for any minimum charges provided for in the contract during the time said services are reduced or discontinued. Nothing in this Provision shall be construed to render Western liable in any manner for any claims, demands, costs, losses, causes of action, damages, or liability of any kind or nature arising out of or resulting from the construction, operation, or maintenance of the Contractor's power system.

### III. RATES, BILLING, AND PAYMENT PROVISIONS.

#### 11. Change of Rates.

Rates applicable under the contract shall be subject to change by Western in accordance with appropriate rate adjustment procedures. If at any time the United States promulgates a rate changing a rate then in effect under the contract, it will promptly notify the Contractor thereof. Rates shall become effective as to the contract as of the effective date of such rate. The Contractor, by written notice to Western within ninety (90) days after the effective date of a rate change, may elect to terminate the service billed by Western under the new rate. Said termination shall be effective on the last day of the billing period requested by the Contractor not later than two (2) years after the effective date of the new rate. Service provided by Western shall be paid for at the new rate regardless of whether the Contractor exercises the option to terminate service.

#### 12. Minimum Seasonal or Annual Capacity Charge.

When the rate in effect under the contract provides for a minimum seasonal or annual capacity charge, a statement of the minimum capacity charge due, if any, shall be included in the bill rendered for service for the last billing period of the service season or contract year as appropriate, adjusted for increases or decreases in the contract rate of delivery and for the number of billing periods during the year or season in which service is not provided. Where multiple points of delivery are involved and the contract rate of delivery is stated to be a maximum aggregate rate of delivery for all points, in determining the minimum seasonal or annual capacity charge due, if any, the monthly capacity charges at the individual points of delivery shall be added together.

#### 13. Billing and Payment.

13.1 Western will normally issue bills to the Contractor for services furnished during the preceding month within ten (10) days after the end of the billing period.

13.2 If Western is unable to issue timely monthly bill(s), Western may elect to render estimated bill(s). Such estimated bill(s) shall be subject to the same payment provisions as final bill(s), and any applicable adjustments will be shown on a subsequent monthly bill.

13.3 Payments of bills issued by Western are due and payable by the Contractor before the close of business on the twentieth (20th) calendar day after the date of issuance of each bill or the next business day thereafter if said day is a Saturday, Sunday, or Federal holiday. Bills shall be considered paid when payment is received by Western. Bills will be paid electronically or via the Automated Clearing House method of payment unless a written request to make payments by mail is submitted by the Contractor and approved by Western. Should Western agree to accept payments by mail, these payments will be accepted as timely and without assessment of the charge provided for in Provision 14 (Nonpayment of Bills in Full When Due) if a United States Post Office first class mail postmark indicates the payment was mailed at least three (3) calendar days before the due date.

13.4 The parties agree that net billing procedures will be used for payments due Western by the Contractor and for payments due the Contractor by Western for the sale or exchange of electric power and energy, use of transmission facilities, operation and maintenance of electric facilities, and other services. Payments due one party in any month shall be offset against payments due the other party in such month, and the resulting net balance shall be paid to the party in whose favor such balance exists. The parties shall exchange such reports and information that either party requires for billing purposes. Net billing shall not be used for any amounts due which are in dispute.

#### 14. Nonpayment of Bills in Full When Due.

14.1 Bills not paid in full by the Contractor by the due date specified in Provision 13 (Billing and

Payment) hereof shall bear a charge of five hundredths percent (0.05%) of the principal sum unpaid for each day payment is delinquent, to be added until the amount due is paid in full. Western will also assess a fee of twenty-five dollars (\$25.00) for processing a late payment. Payments received will first be applied to the charges for late payment assessed on the principal and then to payment of the principal.

14.2 Western shall have the right, upon not less than fifteen (15) days advance written notice, to discontinue furnishing the services specified in the contract for nonpayment of bills in full when due, and to refuse to resume such services so long as any part of the amount due remains unpaid. Such a discontinuance of service will not relieve the Contractor of liability for minimum charges during the time service is so discontinued. The rights reserved to Western herein shall be in addition to all other remedies available to Western either by law or in equity, for the breach of any of the terms hereof.

15. Adjustments for Fractional Billing Period.

The demand or capacity charge and minimum charges shall each be proportionately adjusted when fractional billing periods are applicable under this contract. A fractional billing period can occur: 1) at the beginning or end of electric service; 2) at the beginning or end of irrigation pumping service each year; 3) for a fractional billing period under a new rate schedule; or 4) for fractional periods due to withdrawals of electric services. The adjustment will be made based on the ratio of the number of hours that electric service is available to the Contractor in such fractional billing period, to the total number of hours in the billing period involved. Energy billing shall not be affected by fractional billing periods.

16. Adjustments for Curtailments to Firm Service.

16.1 Billing adjustments will be made if firm electric service is interrupted or reduced because of conditions on the power system of the United States for periods of one (1) hour or longer in duration each. Billing adjustments will not be made when such curtailment of electric service is due to a request by the Contractor or a discontinuance of electric service by Western pursuant to Provision 14 (Nonpayment of Bills In Full When Due). For purposes of billing adjustments under this Provision, the term power system of the United States shall include transmission facilities used under contract but not owned by the United States.

16.2 The total number of hours of curtailed firm electric service in any billing period shall be determined by adding: (1) the sum of the number of hours of interrupted electric service to (2) the product, of each reduction, of: the number of hours reduced electric service and the percentage by which electric service was reduced below the delivery obligation of Western at the time of each said reduction of electric service. The demand or capacity charge and applicable minimum charges shall each be proportionately adjusted in the ratio that the total number of hours of electric service determined to have been curtailed bears to the total number of hours in the billing period involved.

16.3 The Contractor shall make written claim within thirty (30) days after receiving the monthly bill, for adjustment on account of any curtailment of firm electric service, for periods of one (1) hour or longer in duration each, alleged to have occurred that is not reflected in said bill. Failure to make such written claim, within said thirty-day (30-day) period, shall constitute a waiver of said claim. All curtailments of electric service, which are due to conditions on the power system of the United States, shall be subject to the terms of this Provision; Provided, That withdrawal of power and energy under the contract shall not be considered a curtailment of electric service.

#### IV. **POWER SALES PROVISIONS.**

##### 17. Resale of Firm Electric Service (Wholesale Sales for Resale).

17.1 The Contractor shall not sell any firm electric power or energy supplied under the contract to any electric utility customer of the Contractor for resale by that utility customer; Provided, That the Contractor may sell the electric power and energy supplied under the contract to its members on condition that said members not sell any of said power and energy to any customer of the member for resale by that customer.

17.2 Contractors receiving environmental attributes associated with any firm electric power or energy allocated under the contract may use, dispose of, transfer, or resell such environmental attributes in accordance with good utility practice.

##### 18. Distribution Principles.

The Contractor agrees that the benefits of firm electric power or energy supplied under the contract shall be made available to its consumers at rates that are established at the lowest possible level consistent with sound business principles, and that these rates will be established in an open and public manner. The Contractor further agrees that it will identify the costs of firm electric power or energy supplied under the contract and power from other sources to its consumers upon request. The Contractor will demonstrate compliance with the requirements of this Provision to Western upon request.

##### 19. Contract Subject to Colorado River Compact.

Where the energy sold under the contract is generated from waters of the Colorado River system, the contract is made upon the express condition and with the express covenant that all rights under the contract shall be subject to and controlled by the Colorado River Compact approved by Section 13 (a) of the Boulder Canyon Project Act of December 21, 1928, 43 U.S.C. §§ 617a-e, and the parties to the contract shall observe and be subject to and controlled by said Colorado River Compact in the construction, management, and operation of the dams, reservoirs, and powerplants from which electrical energy is to be furnished by Western to the Contractor under the contract, and in the storage, diversion, delivery, and use of water for the generation of electrical energy to be delivered by Western to the Contractor under the contract.

#### V. **FACILITIES PROVISIONS.**

##### 20. Design Approval.

All facilities, construction, and installation by the Contractor pursuant to the contract shall be subject to the approval of Western. Facilities interconnections shall normally conform to Western's current "General Requirements for Interconnection," in effect upon the signing of the contract document providing for each interconnection, copies of which are available from Western. At least ninety (90) days, unless otherwise agreed, prior to the date the Contractor proposes to commence construction or to incur an obligation to purchase facilities to be installed pursuant to the contract, whichever date is the earlier, the Contractor shall submit, for the approval of Western, detailed designs, drawings, and specifications of the facilities the Contractor proposes to purchase, construct, and install. The Contractor assumes all risks for construction commenced or obligations to purchase facilities incurred prior to receipt of approval from Western. Western review and approval of designs and construction work in no way implies that Western is certifying that the designs meet the Contractor's needs.

21. Inspection and Acceptance.

Western shall have the right to inspect the materials and work furnished by the Contractor, its agents, employees, and subcontractors pursuant to the contract. Such inspections shall be at reasonable times at the work site. Any materials or work that Western determines is defective or not in accordance with designs, drawings, and specifications, as approved by Western, shall be replaced or modified, as directed by Western, at the sole expense of the Contractor before the new facilities are energized.

22. As-Built Drawings.

Within a reasonable time, as determined by Western, after the completion of construction and installation of facilities pursuant to the contract, the Contractor shall submit to Western marked as-built prints of all Western drawings affected by changes made pursuant to the contract and reproducible drawings the Contractor has prepared showing facilities of Western. The Contractor's drawings of Western facilities shall use drawing title blocks, drawing numbers, and shall be prepared in accordance with drafting standards all as approved by Western. Western may prepare, revise, or complete said drawings and bill the Contractor if the Contractor fails to provide such drawings to Western within a reasonable time as determined by Western.

23. Equipment Ownership Markers.

23.1 The Contractor shall identify all movable equipment and, to the extent agreed upon by the parties, all other salvageable facilities constructed or installed on the United States right-of-way or in Western substations pursuant to the contract which are owned by the Contractor, by permanently affixing thereto suitable markers clearly identifying the Contractor as the owner of said equipment and facilities.

23.2 If requested by the Contractor, Western shall identify all movable equipment and, to the extent agreed upon by the parties, all other salvageable facilities constructed or installed on the Contractor's right-of-way or in the Contractor's substations pursuant to the contract which are owned by the United States, by permanently affixing thereto suitable markers clearly identifying the United States as the owner of said equipment and facilities.

24. Third-Party Use of Facilities.

The Contractor shall notify Western of any proposed system change relating to the facilities governed by the contract or allowing third-party use of the facilities governed by the contract. If Western notifies the Contractor that said system change will, as solely determined by Western, adversely affect the operation of Western's system the Contractor shall, at no cost to Western, provide a solution to said adverse effect acceptable to Western.

25. Changes to Western Control Facilities.

If at any time during the term of the contract, Western determines that changes or additions to control, relay, or communications facilities are necessary to maintain the reliability or control of Western's transmission system, and said changes or additions are entirely or partially required because of the Contractor's equipment installed under the contract, such changes or additions shall, after consultation with the Contractor, be made by Western with all costs or a proportionate share of all costs, as determined by Western, to be paid by the Contractor. Western shall notify the Contractor in writing of the necessary changes or additions and the estimated costs to be paid by the Contractor. If the Contractor fails to pay its share of said estimated costs, Western shall have the right, after giving sixty (60) days' written notice to the Contractor, to terminate the applicable facility installation provisions to the contract and require the removal of the Contractor's facilities.

26. Modification of Western Facilities.

Western reserves the right, at any time, to modify its facilities. Western shall keep the Contractor informed of all planned modifications to Western facilities which impact the facilities installation pursuant to the contract. Western shall permit the Contractor to change or modify its facilities, in a manner satisfactory to and at no cost or expense to Western, to retain the facilities interconnection pursuant to the contract. At the Contractor's option, Western shall cooperate with the Contractor in planning alternate arrangements for service which shall be implemented at no cost or expense to Western. The Contractor and Western shall modify the contract, as necessary, to conform to the new facilities arrangements.

27. Transmission Rights.

If the contract involves an installation which sectionalizes a Western transmission line, the Contractor hereby agrees to provide a transmission path to Western across such sectionalizing facilities at no cost or expense to Western. Said transmission path shall be at least equal, in terms of capacity and reliability, to the path in the Western transmission line prior to the installation pursuant to the contract.

28. Construction and Safety Procedures.

28.1 The Contractor hereby acknowledges that it is aware of the hazards inherent in high-voltage electric lines and substations, and hereby assumes full responsibility at all times for the adoption and use of necessary safety measures required to prevent accidental harm to personnel engaged in the construction, inspection, testing, operation, maintenance, replacement, or removal activities of the Contractor pursuant to the contract. The Contractor and the authorized employees, agents, and subcontractors of the Contractor shall comply with all applicable safety laws and building and construction codes, including the provisions of Chapter 1 of the Power System Operations Manual, entitled Power System Switching Procedure, and the Occupational Safety and Health Administration regulations, Title 29 C.F.R. §§ 1910 and 1926, as amended or supplemented. In addition to the safety program required herein, upon request of the United States, the Contractor shall provide sufficient information to demonstrate that the Contractor's safety program is satisfactory to the United States.

28.2 The Contractor and its authorized employees, agents, and subcontractors shall familiarize themselves with the location and character of all the transmission facilities of Western and interconnections of others relating to the work performed by the Contractor under the contract. Prior to starting any construction, installation, or removal work, the Contractor shall submit a plan of procedure to Western which shall indicate the sequence and method of performing the work in a safe manner. No work shall be performed by the Contractor, its employees, agents, or subcontractors until written authorization to proceed is obtained from Western.

28.3 At all times when the Contractor, its employees, agents, or subcontractors are performing activities of any type pursuant to the contract, such activities shall be under supervision of a qualified employee, agent, or subcontractor of the Contractor who shall be authorized to represent the Contractor in all matters pertaining to the activity being performed. The Contractor and Western will keep each other informed of the names of their designated representatives at the site.

28.4 Upon completion of its work, the Contractor shall remove from the vicinity of the right-of-way of the United States all buildings, rubbish, used materials, concrete forms, and other like material belonging to the Contractor or used under the Contractor's direction, and in the event of failure to do so the same may be removed by Western at the expense of the Contractor.

28.5 In the event the Contractor, its employees, agents, or subcontractors fail to comply with any requirement of this Provision, or Provision 21 (Inspection and Acceptance) herein, Western or an authorized representative may issue an order to stop all or any part of the work until such time as the Contractor demonstrates

compliance with the provision at issue. The Contractor, its employees, agents, or subcontractors shall make no claim for compensation or damages resulting from such work stoppage.

29. Environmental Compliance.

Facilities installed under the contract by any party shall be constructed, operated, maintained, replaced, transported, and removed subject to compliance with all applicable laws, including but not limited to the National Historic Preservation Act of 1966, 16 U.S.C. §§ 470x-6, the National Environmental Policy Act of 1969, 42 U.S.C. §§ 4321-4347, the Endangered Species Act of 1973, 16 U.S.C. §§ 1531-1544, and the Archaeological Resources Protection Act of 1979, 16 U.S.C. §§ 470aa-470mm, and the regulations and executive orders implementing these laws, as they may be amended or supplemented, as well as any other existing or subsequent applicable laws, regulations, and executive orders.

30. Responsibility for Regulated Materials.

When either party owns equipment containing regulated material located on the other party's substation, switchyard, right-of-way, or other property, the equipment owner shall be responsible for all activities related to regulated materials in such equipment that are necessary to meet the requirements of the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2692, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901-6992k, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601-9675, the Oil Pollution Act of 1990, 33 U.S.C. §§ 2702-2761, the Clean Water Act, 33 U.S.C. §§ 1251-1387, the Safe Drinking Water Act, 42 U.S.C. §§ 300f-j26, and the regulations and executive orders implementing these laws, as they may be amended or supplemented, and any other existing or subsequent applicable laws, regulations, and executive orders. Each party shall label its equipment containing regulated material in accordance with appropriate laws and regulations. If the party owning the equipment does not perform activities required under appropriate laws and regulations within the time frame specified therein, the other party may perform or cause to be performed the required activities after notice to and at the sole expense of the party owning the equipment.

**VI. OTHER PROVISIONS.**

31. Authorized Representatives of the Parties.

Each party to the contract, by written notice to the other, shall designate the representative(s) who is (are) authorized to act in its behalf with respect to those matters contained in the contract which are the functions and responsibilities of the authorized representatives of the parties. Each party may change the designation of its authorized representative(s) upon oral notice given to the other, confirmed promptly by written notice.

32. Effect of Section Headings.

Section headings or Provision titles appearing in the contract or these General Power Contract Provisions are inserted for convenience only and shall not be construed as interpretations of text.

33. Operating Guidelines and Procedures.

The parties to the contract may agree upon and put into effect from time to time, such other written guidelines and procedures as may be required in order to establish the methods of operation of the power system to be followed in the performance of the contract.

34. Uncontrollable Forces.

Neither party to the contract shall be considered to be in default in performance of any of its obligations under the contract, except to make payment as specified in Provision 13 (Billing and Payment) herein, when a failure of performance shall be due to an uncontrollable force. The term "uncontrollable force" means any cause beyond the control of the party affected, including but not restricted to, failure of or threat of failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority and action or nonaction by, or failure to obtain the necessary authorizations or approvals from, any governmental agency or authority, which by exercise of due diligence such party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Nothing contained herein shall be construed to require a party to settle any strike or labor dispute in which it may be involved. Either party rendered unable to fulfill any of its obligations under the contract by reason of an uncontrollable force shall give prompt written notice of such fact to the other party and shall exercise due diligence to remove such inability with all reasonable dispatch.

35. Liability.

35.1 The Contractor hereby agrees to indemnify and hold harmless the United States, its employees, agents, or contractors from any loss or damage and from any liability on account of personal injury, death, or property damage, or claims for personal injury, death, or property damage of any nature whatsoever and by whomsoever made arising out of the Contractors', its employees', agents', or subcontractors' construction, operation, maintenance, or replacement activities under the contract.

35.2 The United States is liable only for negligence on the part of its officers and employees in accordance with the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b), 1346(c), 2401(b), 2402, 2671, 2672, 2674-2680, as amended or supplemented.

36. Cooperation of Contracting Parties.

If, in the operation and maintenance of their respective power systems or electrical equipment and the utilization thereof for the purposes of the contract, it becomes necessary by reason of any emergency or extraordinary condition for either party to request the other to furnish personnel, materials, tools, and equipment for the accomplishment thereof, the party so requested shall cooperate with the other and render such assistance as the party so requested may determine to be available. The party making such request, upon receipt of properly itemized bills from the other party, shall reimburse the party rendering such assistance for all costs properly and reasonably incurred by it in such performance, including administrative and general expenses, such costs to be determined on the basis of current charges or rates used in its own operations by the party rendering assistance. Issuance and payment of bills for services provided by Western shall be in accordance with Provisions 13 (Billing and Payment) and 14 (Nonpayment of Bills in Full When Due) herein. Western shall pay bills issued by the Contractor for services provided as soon as the necessary vouchers can be prepared which shall normally be within twenty (20) days.

37. Transfer of Interest in Contract or Change in Preference Status.

37.1 No voluntary transfer of the contract or of the rights of the Contractor under the contract shall be made without the prior written approval of the Administrator of Western. Any voluntary transfer of the contract or of the rights of the Contractor under the contract made without the prior written approval of the Administrator of Western may result in the termination of the contract; Provided, That the written approval of the Administrator shall not be unreasonably withheld; Provided further, That if the Contractor operates a project financed in whole or in part by the Rural Utilities Service, the Contractor may transfer or assign its interest in the contract to the Rural Utilities Service or any other department or agency of the Federal Government without such prior written approval; Provided further, That any successor to or assignee of the rights of the Contractor, whether by voluntary transfer, judicial sale,

foreclosure sale, or otherwise, shall be subject to all the provisions and conditions of the contract to the same extent as though such successor or assignee were the original Contractor under the contract; and, Provided further, That the execution of a mortgage or trust deed, or judicial or foreclosure sales made thereunder, shall not be deemed voluntary transfers within the meaning of this Provision.

37.2 The Contractor shall maintain its status as an entity eligible for preference in Western's sale of Federal power pursuant to Reclamation law, as amended and supplemented.

37.3 Western shall give the Contractor written notice of Western's proposed determination that the Contractor has violated Provision 37.1 and Western's proposed action in response to the violation.

37.4 The Contractor shall have 120 days after receipt of Western's notice provided under Provision 37.3 to submit a written response to Western. The Contractor may also make an oral presentation to the Administrator during this 120-day period.

37.5 At any time during this process, the Contractor and Western may agree upon corrective action to resolve Western's proposed determination that the Contractor is in violation of Provision 37.1.

37.6 Within 30 days of receipt of the Contractor's written response provided under Provision 37.4, Western will notify the Contractor in writing of its final decision. The Administrator's written notice will include the intended action, the effective date thereof, and the reasons for taking the intended action. Implementation of the Administrator's action shall take place no earlier than 60 days from the Contractor's receipt of such notice.

37.7 Any successor to Western shall be subject to all the provisions and conditions of the contract to the same extent as though such successor were an original signatory to the contract.

37.8 Nothing in this Provision shall preclude any right to judicial review available to the Contractor under Federal law.

#### 38. Choice of Law and Forum.

Federal law shall control the obligations and procedures established by this contract and the performance and enforcement thereof. The forum for litigation arising from this contract shall exclusively be a Federal court of the United States, unless the parties agree to pursue alternative dispute resolution.

#### 39. Waivers.

Any waivers at any time by either party to the contract of its rights with respect to a default or any other matter arising under or in connection with the contract shall not be deemed a waiver with respect to any subsequent default or matter.

#### 40. Notices.

Any notice, demand, or request specifically required by the contract or these Provisions to be in writing shall be considered properly given when delivered in person or sent by postage prepaid registered or certified mail, commercial delivery service, facsimile, electronic, prepaid telegram, or by other means with prior agreement of the parties, to each party's authorized representative at the principal offices of the party. The designation of the person to be notified may be changed at any time by similar notice. Where facsimile or electronic means are utilized for any communication covered by this Provision, the sending party shall keep a contemporaneous record of such communications and shall verify receipt by the other party.

41. Contingent Upon Appropriations and Authorization.

41.1 Where activities provided for in the contract extend beyond the current fiscal year, continued expenditures by the United States are contingent upon Congress making the necessary appropriations required for the continued performance of the United States' obligations under the contract. In case such appropriation is not made, the Contractor hereby releases the United States from its contractual obligations and from all liability due to the failure of Congress to make such appropriation.

41.2 In order to receive and expend funds advanced from the Contractor necessary for the continued performance of the obligations of the United States under the contract, additional authorization may be required. In case such authorization is not received, the Contractor hereby releases the United States from those contractual obligations and from all liability due to the lack of such authorization.

42. Covenant Against Contingent Fees.

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, Western shall have the right to annul the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

43. Contract Work Hours and Safety Standards.

The contract, to the extent that it is of a character specified in Section 103 of the Contract Work Hours and Safety Standards Act (Act), 40 U.S.C. § 3701, as amended or supplemented, is subject to the provisions of the Act, 40 U.S.C. §§ 3701-3708, as amended or supplemented, and to regulations promulgated by the Secretary of Labor pursuant to the Act.

44. Compliance with Federal Anti-Discrimination Laws.

44.1 The Contractor shall comply with all applicable Federal anti-discrimination laws. Compliance with applicable Federal anti-discrimination laws is material to eligibility for and payment under this contract for purposes of 31 U.S.C. 3729(b)(4).

44.2 By executing this agreement, the Contractor certifies that, to the best of its knowledge and belief, it does not operate programs promoting diversity, equity, and inclusion that violate any applicable Federal anti-discrimination laws. "Program promoting diversity, equity, and inclusion" means a program whose purpose is to promote preferences based on race, color, religion, sex, or national origins, such as in training or hiring.

44.3 Indian Tribes and tribal organizations may apply Indian preference to the extent permitted by Federal law.

45. Use of Convict Labor.

The Contractor agrees not to employ any person undergoing sentence of imprisonment in performing the contract except as provided by 18 U.S.C. § 3622(c), as amended or supplemented, and Executive Order No. 11755, 39 Fed. Reg. 779 (1973), as amended or supplemented.

# Narrative

## October 7, 2025



### **Motorola Radio Purchase**

The Alliance Police Department continues to upgrade its radio system to the P25 system, which is the public safety standard for emergency communications. This fiscal year, we are adding mobile radios to some of our vehicles. These mobile radios have a longer range and enhance communications should officers have to travel to another jurisdiction or should a tower site go down on the FirstNet network. As a cost-savings measure, we are only putting mobile radios in our newest vehicles, which we anticipate being in operation for several years of service. We are purchasing and installing a total of six mobile radios this fiscal year.

We are also purchasing two additional radios for the communications center. These will be dedicated radios for dispatch use, should the consoles go down, or if there is a devastating event in the city requiring us to dispatch from an alternate location. Currently, there are no backup radios in dispatch.

The total for this project is \$81,008.98, which is well below the \$150,000.00 amount which was budgeted. This purchase is not subject to the RFP process as Motorola is the sole source for public safety radios in the state of Nebraska. We ask the council to approve this purchase.

RESOLUTION NO. 25-128

*WHEREAS*, The City of Alliance Police Department continues to upgrade its radio system to the P25 system; and

*WHEREAS*, The Alliance Police Department seeks to add mobile radios to newest vehicles, which provide a longer range and enhance communications when officers travel to another jurisdiction or if a tower site on FirstNet networks becomes unavailable; and

*WHEREAS*, As a cost-saving measure the Alliance Police Department will equip only the newest vehicles, which are anticipated to remain for several years, with a total of six (6) new mobile radios; and

*WHEREAS*, The Alliance Police Department also seeks to purchase two (2) additional radios for the Communications Center, which will serve as dedicated backup radios for dispatch in the event that the consoles are inoperable or in the case of a major emergency requiring dispatch to operate in from an alternate location; and

*WHEREAS*, The Alliance Police Department received a quote from Motorola Solutions in the total amount of Eighty-One Thousand Eight and 98/100ths (\$81,008.98); and

*WHEREAS*, The Alliance City Council finds it in the best interest of the Alliance Police Department to purchase six (6) mobile radios and two (2) dispatch radios to ensure continuity of emergency communications and interoperability with other first responder agencies.

*NOW, THEREFORE, BE IT RESOLVED*, by the Mayor and Council of the City of Alliance, Nebraska, authorizes the purchase of six (6) mobile radios and two (2) dispatch radios, in the total amount of Eighty-One Thousand Eight and 98/100ths.

*BE IT FURTHER RESOLVED*, that the purchase of new portable radios be funded as follows: \$81,008.98 from GL # 01-31-32-59-950 Capital Outlay Mach., Equip.

PASSED AND APPROVED this 7<sup>th</sup> day of October, 2025.

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

(SEAL)

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

Approved as to Form and Legality:

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



ALLIANCE, CITY OF

09/18/2025

09/18/2025

ALLIANCE, CITY OF  
315 CHEYENNE AVE  
ALLIANCE, NE 69301

Dear David Leavitt,

Motorola Solutions is pleased to present ALLIANCE, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide ALLIANCE, CITY OF with the best products and services available in the communications industry. Please direct any questions to Ted Morris at [ted@actcom.net](mailto:ted@actcom.net).

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Ted Morris

Motorola Solutions Manufacturer's Representative

Billing Address:  
 ALLIANCE, CITY OF  
 315 CHEYENNE AVE  
 ALLIANCE, NE 69301  
 US

Quote Date:09/18/2025  
 Expiration Date:11/17/2025  
 Quote Created By:  
 Ted Morris  
 ted@actcom.net

End Customer:  
 ALLIANCE, CITY OF  
 David Leavitt  
 dleavitt@bbcpublicsafety.us  
 308-762-4955

### Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at [www.motorolasolutions.com/product-terms](http://www.motorolasolutions.com/product-terms).

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	APX™ 8500						
1	M37TSS9PW1AN	MOBILE RADIO APX8500 ALL BAND MP	3		\$6,558.00	\$4,590.60	\$13,771.80
1a	G90AC	ADD: NO MICROPHONE NEEDED APX	3		\$0.00	\$0.00	\$0.00
1b	G996AS	SOFTWARE LICENSE ENH: OVER THE AIR PROVISIONING	3		\$118.00	\$82.60	\$247.80
1c	G72AD	ADD: APX O3 HANDHELD CH	3		\$1,114.00	\$779.80	\$2,339.40
1d	GA00250AA	ADD: GNSS/BT-WIFI THRU MNT ANT, 17FT LOW LOSS PFP-100A/240, QMA	3		\$118.00	\$82.60	\$247.80
1e	G67DE	ADD: REMOTE MOUNT O3 MP	3		\$350.00	\$245.00	\$735.00
1f	HA00694AA	ADD: 7Y ESSENTIAL SERVICE HTM	3		\$604.80	\$604.80	\$1,814.40
1g	GA01513AB	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)	3		\$112.00	\$78.40	\$235.20
1h	G51AT	SOFTWARE LICENSE ENH:SMARTZONE	3		\$1,766.00	\$1,236.20	\$3,708.60
1i	GA09001AA	ADD: WI-FI CAPABILITY	3		\$353.00	\$247.10	\$741.30



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
1j	G298AS	SOFTWARE LICENSE ENH: ASTRO 25 OTAR W/ MULTIKEY	3		\$871.00	\$609.70	\$1,829.10
1k	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	3		\$71.00	\$49.70	\$149.10
1l	G843AH	ADD: AES ENCRYPTION AND ADP	3		\$560.00	\$392.00	\$1,176.00
1m	G444AH	ADD: APX CONTROL HEAD SOFTWARE	3		\$0.00	\$0.00	\$0.00
1n	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	3		\$0.00	\$0.00	\$0.00
1o	G806BL	SOFTWARE LICENSE ENH: ASTRO DIGITAL CAI OP APX	3		\$607.00	\$424.90	\$1,274.70
1p	QA09113AB	ADD: BASELINE RELEASE SW	3		\$0.00	\$0.00	\$0.00
1q	GA01630AA	ADD: SMARTCONNECT	3		\$0.00	\$0.00	\$0.00
1r	G361AH	SOFTWARE LICENSE ENH: P25 TRUNKING SOFTWARE APX	3		\$353.00	\$247.10	\$741.30
1s	GA01787AA	ADD: APX8500 ETHERNET MP FACEPLATE	3		\$294.00	\$205.80	\$617.40
	APX™ 8500						
2	M37TSS9PW1AN	MOBILE RADIO APX8500 ALL BAND MP	3		\$6,558.00	\$4,590.60	\$13,771.80
2a	G996AS	SOFTWARE LICENSE ENH: OVER THE AIR PROVISIONING	3		\$118.00	\$82.60	\$247.80
2b	GA00250AA	ADD: GNSS/BT-WIFI THRU MNT ANT, 17FT LOW LOSS PFP-100A/240, QMA	3		\$118.00	\$82.60	\$247.80
2c	GA01787AA	ADD: APX8500 ETHERNET MP FACEPLATE	3		\$294.00	\$205.80	\$617.40
2d	HA00694AA	ADD: 7Y ESSENTIAL SERVICE HTM	3		\$604.80	\$604.80	\$1,814.40
2e	GA01513AB	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)	3		\$112.00	\$78.40	\$235.20
2f	G51AT	SOFTWARE LICENSE ENH:SMARTZONE	3		\$1,766.00	\$1,236.20	\$3,708.60
2g	GA09001AA	ADD: WI-FI CAPABILITY	3		\$353.00	\$247.10	\$741.30
2h	G298AS	SOFTWARE LICENSE ENH: ASTRO 25 OTAR W/ MULTIKEY	3		\$871.00	\$609.70	\$1,829.10



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 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
2i	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	3		\$71.00	\$49.70	\$149.10
2j	G843AH	ADD: AES ENCRYPTION AND ADP	3		\$560.00	\$392.00	\$1,176.00
2k	G444AH	ADD: APX CONTROL HEAD SOFTWARE	3		\$0.00	\$0.00	\$0.00
2l	G67EH	ADD: REMOTE MOUNT E5 MP	3		\$350.00	\$245.00	\$735.00
2m	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	3		\$0.00	\$0.00	\$0.00
2n	G806BL	SOFTWARE LICENSE ENH: ASTRO DIGITAL CAI OP APX	3		\$607.00	\$424.90	\$1,274.70
2o	GA01670AA	ADD: APX E5 CONTROL HEAD	3		\$767.00	\$536.90	\$1,610.70
2p	W22BA	ADD: STD PALM MICROPHONE APX	3		\$85.00	\$59.50	\$178.50
2q	QA09113AB	ADD: BASELINE RELEASE SW	3		\$0.00	\$0.00	\$0.00
2r	GA01630AA	ADD: SMARTCONNECT	3		\$0.00	\$0.00	\$0.00
2s	G361AH	SOFTWARE LICENSE ENH: P25 TRUNKING SOFTWARE APX	3		\$353.00	\$247.10	\$741.30
	APX™ NEXT	APX NEXT MULTI					
3	H55TGT9PW8AN	PORTABLE RADIO APX NEXT; ALL-BAND MODEL 4.5	2		\$8,818.00	\$6,172.60	\$12,345.20
3a	Q387CB	ADD: MULTICAST VOTING SCAN	2		Included	Included	Included
3b	QA09017AA	ADD: LTE WITH ACTIVE SERVICE AT&T US	2		\$0.00	\$0.00	\$0.00
3c	Q629BD	SOFTWARE LICENSE ENH: AES ENCRYPTION AND ADP	2		Included	Included	Included
3d	QA09030AB	ADD: MOTOROLA APX HOSTED RADIOCENTRAL*	2		\$0.00	\$0.00	\$0.00
3e	BD00001AA	ADD: CORE BUNDLE	2		\$3,323.00	\$2,326.10	\$4,652.20
3f	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION	2		Included	Included	Included
3g	QA09001AM	ADD: WIFI CAPABILITY	2		Included	Included	Included
3h	QA09028AA	ADD: VIQI VC RADIO OPERATION	2		Included	Included	Included
3i	H38DA	ADD: SMARTZONE OPERATION	2		Included	Included	Included



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 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
3j	QA03399AK	ADD: ENHANCED DATA	2		Included	Included	Included
3k	H499KC	ENH: SUBMERSIBLE (DELTA T)	2		Included	Included	Included
3l	QA00580BA	ADD: TDMA OPERATION	2		Included	Included	Included
3m	QA09113AA	ADD: BASELINE RELEASE SW	2		\$0.00	\$0.00	\$0.00
3n	Q361CD	ADD: P25 9600 BAUD TRUNKING	2		Included	Included	Included
4	PSV01S02944A	PROVISIONING SUPPORT	1		\$0.00	\$0.00	\$0.00
5	SSV01S01407A	SMARTPROGRAMMING	2	5 YEARS	\$375.00	\$375.00	\$750.00
6	LSV01S03446A	APX NEXT DMS ESSENTIAL	2	7 YEARS	\$484.60	\$484.60	\$969.20
7	SSV01S01406A	APX NEXT SMARTCONNECT SUBSCRIPTION	2	5 YEARS	\$375.00	\$375.00	\$750.00
8	SSV01S01476A	SMARTLOCATE	2	5 YEARS	\$375.00	\$375.00	\$750.00
9	SSV01S01907A	SMARTMAPPING	2	5 YEARS	\$375.00	\$375.00	\$750.00
10	LSV01S03082A	RADIOCENTRAL PROGRAMMING	2	5 YEARS	\$160.20	\$160.20	\$320.40
11	NNTN9199A	CHARGER, DESKTOP SINGLE UNIT IMPRES 2 FAST, US/NA	2		\$181.43	\$127.00	\$254.00
12	PMMN4135B	PORTABLE RSM XVP850, IP68, WITH KNOB	2		\$543.13	\$380.19	\$760.38
<b>Grand Total</b>					<b>\$81,008.98(USD)</b>		

**Notes:**

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- Additional information is required for one or more items on the quote for an order.

Motorola's quote (Quote Number: \_\_\_\_\_ Dated: \_\_\_\_\_) is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at <http://www.motorolasolutions.com/product-terms>.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

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

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



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Line #	Item Number	Parametric Data
3	H55TGT9PW8AN	SYSTEMID = 0B8F
3b	QA09017AA	ENDUSERT = POLICE PROTECTION
3d	QA09030AB	Incomplete
4	PSV01S02944A	TEMAILAR = ted@actcom.net,CUSTNAME = David, Leavitt,SYSTEMID = 0B8F





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## Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO )
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Tax Exemption Status
Signatures (As required)

**NOTE:** When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a case number.

Once checklist is complete, order still must go through **Order Validation/Credit Approval**

# Narrative

## October 7, 2025



### **RESOLUTION - APPROVE PURCHASE OF JOHN DEERE 624-P WHEEL LOADER FROM MURPHY TRACTOR AND EQUIPMENT COMPANY.**



Staff has identified the need to replace the aging wheel loader in the Street Department. The current machine is a 2004 model and has recently been subject to several thousand dollars in repair. This machine is essential in the daily operation of the Street Department. Staff uses this machine for all aspects of gravel and dirt work, maintaining alleys, snow removal, slice loading, as well as many other tasks. The 2025/2026 CIP budget includes funds to accommodate the purchase of a wheel loader and Murphy Tractor and Equipment Company provided a quote for a John Deere 624-P. This machine is appropriately sized to handle the attachments already owned by the City and has the proper clearance for the alleys and streets in our community. This item is supported by sourcewell bid ID #116784.

**RECOMMENDATION: APPROVE PURCHASE JOHN DEERE 624-P WHEEL LOADER FROM MURPHY TRACTOR AND EQUIPMENT COMPANY IN THE AMMOUNT OF \$274,250.00 WITH FUNDS FROM GL 24-41-41-59-950**

RESOLUTION NO. 25-129

*WHEREAS*, The Streets Department allocated funds to purchase a new Wheel Loader as part of the 2025-2026 Capital Improvement Purchases; and

*WHEREAS*, The City of Alliance is in need of a new Wheel Loader to replace the existing piece of equipment that is used for the Streets Department; and

*WHEREAS*, The new Wheel Loader is approximately sized to handle the attachments already owned by the City; and

*WHEREAS*, Murphy Tractor & Equipment Co., of Gering, Nebraska quoted a John Deere 624-P Wheel Loader in the amount of Two Hundred Seventy-Four Thousand Two Hundred Fifty Dollars and no/100ths (\$274,250); and

*NOW, THEREFORE, BE IT RESOLVED* by the Mayor and Council of the City of Alliance, Nebraska, that a John Deere 624-P Wheel Loader be purchased from Murphy Tractor & Equipment Co., of Gering, Nebraska in the amount of Two Hundred Seventy-Four Thousand Two Hundred Fifty Dollars and no/100ths (\$274,250) from GL # 24-41-41-59-950.

PASSED AND APPROVED this 7<sup>th</sup> day of October, 2025.

(SEAL)

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

Attest:

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

Approved as to Form and Legality:

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

# Narrative

## October 7, 2025



### **ORDINANCE - Municipal Code Amendment Chapter 26-52, School Zones**

Due to later dismissal times related to the four-day school week, the Alliance Police Department is recommending an adjustment to school zone times, extending the duration on school days by one hour. In addition, we are requesting to lower the school zone speed limit to 15MPH, except for school zones on Box Butte Ave and East 10<sup>th</sup> St., which will remain 20MPH. After discussion with the SRO and other staff, it was decided that maintaining school zone speed limits for the duration of the entire school day was best. This allows for slower speeds as students and staff come and go from the schools due to lunch, physical education and other activities.

#### **Sec. 26-52. - School zones.**

(a)The school zones are described as follows:

(1)Alliance Middle School, Alliance High School and St. Agnes Academy: Box Butte Avenue from the north line of Tenth Street to the north line of Sixteenth Street; Laramie Avenue from the north line of Tenth Street to the north line of Fourteenth Street; Cheyenne Avenue from the north line of Tenth Street to the north line of Sixteenth Street; Big Horn Avenue from the north line of Tenth Street to the south line of Sixteenth Street; Eleventh Street from the east line of Box Butte Avenue to the west line of Laramie and the from the east line of Toluca Avenue to the east line of Cheyenne; Twelfth Street from the west line of Big Horn Avenue to the east line of Box Butte Avenue; Fourteenth Street from the west line of Big Horn Avenue to the east line of Box Butte Avenue; and Sixteenth Street from the east line of Box Butte Avenue to the west line of Cheyenne Avenue.

(2)Emerson Elementary School: Dakota Avenue from the south line of Sixth Street to the south line of Ninth Street; Colorado Avenue from the south line of Eighth Street to the south line of Ninth Street; Black Hills Avenue from the south line of Sixth Street to the south line of Ninth Street, Sixth Street from the west line of Platte Avenue to the west line of Dakota Avenue; Seventh Street from the west line of Platte Avenue to the west line of Dakota Avenue.

(3)Grandview Elementary School: Potash Avenue and Grand Avenue from the north line of Fifth Street to the north line of Seventh Street; from the east line of Mississippi Avenue to the west line of Hudson Avenue; and Seventh Street from the east line of Mississippi Avenue to the west line of Hudson Avenue.

(4)Little Angels Emanuel Lutheran School: Tenth Street from the west line of Block 1 of the YMCA Addition to the west line of Lot 4 of the Leo Rosa 2<sup>nd</sup> Addition.

(b)The speed limit within all school zones shall be 20 miles per hour between the hours of 7:00 a.m. and 4:00 p.m. when school is in session.

(4) (b) to be revised as follows:

(b)

# Narrative

## October 7, 2025



The speed limit within all school zones shall be 15 miles per hour between the hours of 7:00 a.m. and 5:00 p.m. when school is in session, with the exception of school zones on Box Butte Ave and East 10<sup>th</sup> St. which shall be 20 miles per hour between the hours of 7:00 a.m. and 5:00 p.m. when school is in session.

**Ordinance No. 3006**

**AN ORDINANCE OF THE CITY OF ALLIANCE, NEBRASKA AMENDING SECTION 26-52 OF THE ALLIANCE MUNICIPAL CODE TO PROVIDE THAT THE SPEED LIMIT WITHIN ALL SCHOOL ZONES SHALL BE 15 MILES PER HOUR BETWEEN THE HOURS OF 7:00 A.M. AND 5:00 P.M. WHEN SCHOOL IS IN SESSION, WITH THE EXCEPTION OF SCHOOL ZONES ON BOX BUTTE AVE AND EAST 10<sup>TH</sup> ST. WHICH SHALL BE 20 MILES PER HOUR BETWEEN THE HOURS OF 7:00 A.M. AND 5:00 P.M. WHEN SCHOOL IS IN SESSION; 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 26-52 of the Alliance Municipal Code is amended as follows:

**Sec. 26-52. School zones.**

(a) The school zones are described as follows:

(1) Alliance Middle School, Alliance High School and St. Agnes Academy: Box Butte Avenue from the north line of Tenth Street to the north line of Sixteenth Street; Laramie Avenue from the north line of Tenth Street to the north line of Fourteenth Street; Cheyenne Avenue from the north line of Tenth Street to the north line of Sixteenth Street; Big Horn Avenue from the north line of Tenth Street to the south line of Sixteenth Street; Eleventh Street from the east line of Box Butte Avenue to the west line of Laramie and the from the east line of Toluca Avenue to the east line of Cheyenne; Twelfth Street from the west line of Big Horn Avenue to the east line of Box Butte Avenue; Fourteenth Street from the west line of Big Horn Avenue to the east line of Box Butte Avenue; and Sixteenth Street from the east line of Box Butte Avenue to the west line of Cheyenne Avenue.

(2) Emerson Elementary School: Dakota Avenue from the south line of Sixth Street to the south line of Ninth Street; Colorado Avenue from the south line of Eighth Street to the south line of Ninth Street; Black Hills Avenue from the south line of Sixth Street to the south line of Ninth Street, Sixth Street from the west line of Platte Avenue to the west line of Dakota Avenue; Seventh Street from the west line of Platte Avenue to the west line of Dakota Avenue.

(3) Grandview Elementary School: Potash Avenue and Grand Avenue from the north line of Fifth Street to the north line of Seventh Street; from the east line of Mississippi Avenue to the west line of Hudson Avenue; and Seventh Street from the east line of Mississippi Avenue to the west line of Hudson Avenue.

(4) Little Angels Emanuel Lutheran School: Tenth Street from the west line of Block 1 of the YMCA Addition to the west line of Lot 4 of the Leo Rosa 2nd Addition.

(b) The speed limit within all school zones shall be 15 miles per hour between the hours of 7:00 a.m. and 5:00 p.m. when school is in session, with the exception of school zones on Box Butte Ave and East 10<sup>th</sup> St. which shall be 20 miles per hour between the hours of 7:00 a.m. and 5:00 p.m. when school is in session.

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 on this 7<sup>th</sup> day of October, 2025.

(SEAL)

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

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

Approved as to Form and Legality:

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

# Narrative

## October 7<sup>th</sup>, 2025



### **Bicycle Ordinance**

Bicycles, electronic bicycles, and electronic scooters have become prevalent in Alliance. The police department has received numerous complaints about unsafe actions involving these modes of transportation. This ordinance will codify safety practices, outline prohibited practices and provide a means of enforcement for law enforcement as it pertains to bicycles, electronic bicycles and electronic scooters. This ordinance also states that mini-bikes, dirt bikes and similar vehicles are prohibited on public streets at all times. The Alliance Police Department requests council approval of this ordinance.

**Ordinance No. 3007**

**AN ORDINANCE OF THE CITY OF ALLIANCE, NEBRASKA AMENDING THE ALLIANCE MUNICIPAL CODE RELATING TO BICYCLES, ELECTRIC BICYCLES, ELECTRIC SCOOTERS, MINIBIKES AND GOLF CART VEHICLES; ADDING SECTIONS RELATING TO THEIR DEFINITION, OPERATION AND REGULATION; 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 THE CITY COUNCIL OF THE CITY OF ALLIANCE, NEBRASKA WHICH DETERMINES THIS ORDINANCE IS NECESSARY IN THE INTEREST OF PUBLIC SAFETY:

Section 1. Section 26-161 through 26-166 of the Alliance Municipal Code are amended to provide as follows:

**“Sec. 26-161. DEFINITIONS OF BICYCLE, MINIBIKE, AND ELECTRIC BICYCLE.**

- (a) Bicycle shall mean every device propelled solely by human power, on which any person may ride, having two, three, or four wheels, any one or more of which being more than 14 inches in diameter.
- (b) Minibike shall mean a two-wheel vehicle motor vehicle that:
  - (i) has a total wheel and tire diameter of less than 14 inches;
  - (ii) has an engine capacity of less than 45 cubic centimeters displacement;
  - (iii) has an engine power output of less than 3 horsepower;
  - (iv) has an engine capacity of less than 2,238 watts; or
  - (v) was primarily designed by the manufacturer of off-road use only.

A minibike shall not include an electric personal assisted mobility device.

- (c) Electric bicycle shall mean a device with the following components:
  - (i) two, three or four wheels;
  - (ii) a saddle or seat for the rider;
  - (iii) fully operative pedals for propulsion by human power;
  - (iv) an electric motor not exceeding seven hundred fifty watts of power that produces no more than one brake horse power, is capable of propelling the bicycle at a maximum designed speed of no more than twenty eight miles per hour on level ground, only provides power when the rider is pedaling and does not provide power if the electric bicycle is traveling at a speed of more than twenty eight miles per hour; and

An electric bicycle does not include electric personal assistive mobility devices.

- (d) Electric scooter means a device weighing less than 100 pounds with two, three or four wheels, handle bars and a floorboard that can be stood upon while riding, powered by an electric motor, but does not include electric personal assistive mobility devices.

### **Sec. 26-162. Operation**

Any Person who operates a bicycle, electric bicycle, or electric scooter upon any streets or public ways within the City shall have all the rights and shall be subject to all of the duties applicable to the driver of a vehicle under the Nebraska rules of road, except as otherwise provided in this Municipal Code.

### **Sec. 26-163. Prohibited Acts.**

- (a) Any person who rides a bicycle or electric bicycle shall not ride, other than upon or astride a permanent and regular seat attached thereto.
- (b) Any person who rides a bicycle, electric bicycle, or electric scooter shall not remove his or her feet from the pedals or floorboard and shall have at least one hand on all handlebars at all times.
- (c) Any person who operates a bicycle, electric bicycle, or electric scooter shall not carry a package, bundle or article that prevents such operator from keeping at least one hand upon the handlebars.
- (d) No bicycle, electric bicycle, or electric scooter shall be used to carry more persons at one time, other than the number for which it is designed and equipped.
- (e) Any person who rides upon a bicycle, electric bicycle, or electric scooter shall not attach himself, herself, or the bicycle, electric bicycle, or electric scooter to any vehicle upon a street.

### **Sec. 26-164. General Rules.**

- (a) Any person who operates a bicycle, electric bicycle, or electric scooter upon the streets or public ways at less than the normal speed of traffic at the time and place under conditions then existing shall ride as near to the right-hand curb or the right-hand edge of the street as practical, except when overtaking and passing another bicycle, electric bicycle, electric scooter or vehicle proceeding in the same direction, or preparing for a left-hand turn onto a private street or driveway or an intersection. If it is necessary to avoid conditions that make it unsafe to continue along the right-hand curb or right-hand edge of the street, a person riding a bicycle, electric bicycle or electric scooter may move to the left, if required.
- (b) A person riding a bicycle, electric bicycle, or electric scooter on a sidewalk or across a street or shoulder in a crosswalk shall have all the rights and duties applicable to a pedestrian under the same circumstances but shall yield the right-of-way to pedestrians. Every person who rides a bicycle, electric bicycle or scooter shall have the duty to exercise reasonable care.

### **Sec. 26-165. Equipment on Bicycles, Electric Bicycles, Lights and Brakes.**

- (a) When in use at nighttime, a bicycle or electric bicycle shall be equipped with a light visible from a distance of at least 500 feet to the front on a clear night and with a red reflector on the rear of a type which is approved by the Department of Motor Vehicles and which is visible on a clear night from all distances between 100 feet and 600 feet to the rear when directly in front of a lawful lower beam of headlights from a motor vehicle. A red light visible from a distance of 500 feet to the rear may be used in addition to such red reflector. An electric scooter shall not be used at nighttime within the City.
- (b) A bicycle or electric bicycle used on a street shall be equipped with a brake or brakes which will enable the operator to stop the bicycle within 25-feet of braking when moving at a speed of 10 miles per hour on dry, level, clean pavement.

**Sec. 26-166. Minibikes, off road use only, emergencies and parades.**

Minibikes, go-carts, riding lawn mowers, garden tractors and snow mobiles, and all off road designed vehicles shall not be operated on any streets or public ways within the City, except during any public emergency or while being used in parades by the City or regularly organized units of a recognized charitable, social, education or community service organization.”

Section 2. Section 26-189 of the Alliance Municipal Code is now amended to provide as follows:

**“Sec. 26-189. Golf Car Vehicles; Operation; Restrictions.**

- (a) Golf car vehicle means a vehicle that has at least four wheels, has a maximum level ground speed of less than twenty miles per hour, has a maximum payload capacity of 1,200 pounds, has a maximum gross vehicle weight of 2,500 pounds, has a maximum passenger capacity of not more than four persons, and is designed and manufactured for operation on a golf course for sporting and recreational purposes, and is not being operated within the boundaries of a golf course.
- (b) Street means a public way for a purpose of vehicular travel, including the entire area within the right-of-way, but does not include parks.
- (c) A golf cart vehicle may only be operated within the City between sunrise and sunset and only on streets with a posted speed limit of thirty-five miles per hour or less. A golf cart vehicle shall not be operated at a speed in excess of twenty miles per hour. A golf cart vehicle may only be operated within the City if the golf cart vehicle has headlights, taillights, and turn signals. When operating a golf cart vehicle, as authorized in this section, the golf cart vehicle shall be equipped with a bicycle safety flag which extends not less than 5 feet above the ground, attached to the rear of such vehicle. The bicycle safety flag shall be triangular in shape, with an area of not less than thirty square inches and shall be day-glow color.
- (d) Any person operating a golf cart vehicle within the City shall have a valid Class O Operator’s License and shall have liability insurance coverage for the golf-cart vehicle according to state law while operating the golf cart vehicle on a street or public way. The person operating the golf cart vehicle shall provide proof of such insurance coverage to a peace officer, within five days of such request.
- (e) Any person operating a golf cart vehicle within the City shall obtain a permit from the Alliance Police Department. Application for said permit shall be on a form provided by the Alliance Police Department and a permit fee of twenty-five dollars shall accompany the completed application form.
- (f) Golf cart vehicles may be operated without complying with sections (c) and (d) of this section on streets in parades which have been authorized by the State of Nebraska or any department, board, commission, or political subdivision of the state.
- (g) A golf cart vehicle shall not be operated at any time, on any state or federal highway, but may be operated on such highway in order to cross a portion of the highway system which intersects a street or public way within the City.
- (h) A crossing of a highway shall be permitted by a golf cart vehicle only if:
  - (i) the crossing is made at an angle of approximately ninety degrees to the direction of the highway, and at a place where no obstruction prevents a quick and safe crossing;
  - (ii) the golf cart vehicle is brought to a complete stop before crossing the shoulder or roadway of the highway;

(iii) the operator yields the right-of-way to all oncoming traffic that constitutes an immediate potential hazard; and

(iv) when crossing a divided highway, the crossing is made only at an intersection of such highway with a street.”

Section 3. All prior sections of the Alliance Municipal Code, and all other Ordinances and parts of Ordinances in conflict herewith are repealed, and the Alliance Municipal Code is amended as provided in this Ordinance. Provided, however, this Ordinance shall not be construed to affect any rights or duties existing at the time this Ordinance becomes effective.

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

PASSED and APPROVED on this \_\_\_ day of October, 2025

(SEAL)

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

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

Approved as to Form and Legality:

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

**RESOLUTION NO. 25-117**

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

**Recitals:**

a. On April 15, 2025, the City Council elected, by Resolution 25-50, to allow expedited reviews of redevelopment plans that meet the requirements in Section 18-2155(2) of the Community Development Law (NEB. REV. STAT. § 18-2101 *et seq.*).

b. Wildflower Haven, LLC (the “Redeveloper”) has submitted an Application for Expedited Review of Community Redevelopment Plan (the “Plan”) for the *424 Mississippi Avenue Project* (the “Project”), dated June 6, 2025. The Redeveloper has paid the application fee for the Plan.

c. The Plan proposes to redevelop an area of the City that the City Council has declared to be blighted and substandard and in need of redevelopment. The Plan includes the use of tax increment financing.

d. The City Manager or designee has conducted an expedited review of the Plan, determined that the Plan meets the requirements of Section 18-2155(2) of the Community Development Law, and recommended approval of the Plan.

**Resolved:**

1. The City Council has determined that the Plan meets the requirements of Section 18-2155(2) of the Community Development Law and is consistent with the City’s Comprehensive Plan.
2. The City Council approves the Plan and the Project.
3. The City Manager and designees and the Community Redevelopment Authority are authorized and directed to execute such documents and take such further actions as are necessary to carry out the purposes and intent of this Resolution and the Plan according to Section 18-2155 of the Community Development Law.
4. This Resolution shall become effective immediately upon its adoption.

**PASSED and APPROVED** on October 7, 2025

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

(SEAL)

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

Approved as to Form and Legality:

---

Simmons Olsen Law Office, Legal Counsel

For Official Use

Date Received

9/10/25 AD

Date of Review

\_\_\_ Approved \_\_\_ Denied

# Application for Expedited Review of Community Redevelopment Plan Tax Increment Financing (TIF) Project

County Name Box Butte	City Alliance
Redeveloper (Owner) Wildflower Haven LLC	c/o Christina Yates
Redevelopment Project Name 424 Mississippi	
Parcel Number 070015554	
Application Date of the Expedited Redevelopment 9/10/25	

1. What are the existing uses and condition of the property within the redevelopment project area?  
Rental property

2. What are the proposed uses of the property within the redevelopment project area?  
Rental property

3a. Has the structure been within the corporate limits of the city for at least sixty years? Yes  No \_\_\_

3b. If the project includes the redevelopment of a vacant lot that is within the corporate limits of the city, has that lot been platted for at least sixty years? Yes \_\_\_ No \_\_\_  
N/A

4. What is the current assessed value of the property within the redevelopment project area?  
82,995

5. What the increase in the assessed value of the property within the redevelopment project area that is estimated to occur as a result of the redevelopment project?  
\$20,000

6. Will the redevelopment project be financed in whole or in part through the division of taxes as provided in section 18-2147? Yes  No \_\_\_ cash paid \$6000

7. What are the agreed-upon costs of the redevelopment project?  
\$15,000

balance for new water heaters and fixing chimney which is falling apart



Redeveloper's Signature

9/10/25

Date

Upon completion of this form, the redeveloper must provide the original to the City or Community Redevelopment Authority.

**RESOLUTION NO. 25-118**

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

**Recitals:**

a. On April 15, 2025, the City Council elected, by Resolution 25-50, to allow expedited reviews of redevelopment plans that meet the requirements in Section 18-2155(2) of the Community Development Law (NEB. REV. STAT. § 18-2101 *et seq.*).

b. Wildflower Haven, LLC (the “Redeveloper”) has submitted an Application for Expedited Review of Community Redevelopment Plan (the “Plan”) for the *507 Toluca Avenue Project* (the “Project”), dated June 6, 2025. The Redeveloper has paid the application fee for the Plan.

c. The Plan proposes to redevelop an area of the City that the City Council has declared to be blighted and substandard and in need of redevelopment. The Plan includes the use of tax increment financing.

d. The City Manager or designee has conducted an expedited review of the Plan, determined that the Plan meets the requirements of Section 18-2155(2) of the Community Development Law, and recommended approval of the Plan.

**Resolved:**

1. The City Council has determined that the Plan meets the requirements of Section 18-2155(2) of the Community Development Law and is consistent with the City’s Comprehensive Plan.
2. The City Council approves the Plan and the Project.
3. The City Manager and designees and the Community Redevelopment Authority are authorized and directed to execute such documents and take such further actions as are necessary to carry out the purposes and intent of this Resolution and the Plan according to Section 18-2155 of the Community Development Law.
4. This Resolution shall become effective immediately upon its adoption.

**PASSED and APPROVED** on October 7, 2025

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

(SEAL)

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

Approved as to Form and Legality:

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Simmons Olsen Law Office, Legal Counsel

For Official Use

Date Received 9/10/25 *Auth A A*

Date of Review \_\_\_\_\_

\_\_\_ Approved \_\_\_ Denied

# Application for Expedited Review of Community Redevelopment Plan Tax Increment Financing (TIF) Project

County Name	<u>Box Butte</u>	City	<u>Alliance</u>
Redeveloper (Owner)	<u>Wildflower Haven LLC c/o Christina Yates</u>		
Redevelopment Project Name	<u>507 Toluca</u>		
Parcel Number	<u>07 0103321</u>		
Application Date of the Expedited Redevelopment	<u>9/10/25</u>		

1. What are the existing uses and condition of the property within the redevelopment project area?  
Rental property

2. What are the proposed uses of the property within the redevelopment project area?  
Rental property

3a. Has the structure been within the corporate limits of the city for at least sixty years? Yes  No

3b. If the project includes the redevelopment of a vacant lot that is within the corporate limits of the city, has that lot been platted for at least sixty years? Yes  No  N/A

4. What is the current assessed value of the property within the redevelopment project area?  
\$111,305

5. What the increase in the assessed value of the property within the redevelopment project area that is estimated to occur as a result of the redevelopment project? Backyard/driveway will need concrete removal & repaving  
\$30,000

6. Will the redevelopment project be financed in whole or in part through the division of taxes as provided in section 18-2147? Yes  No  Part pd cash (\$7,000) Need funding for

7 What are the agreed-upon costs of the redevelopment project? rest \$ \_\_\_\_\_  
\$30,000

*[Signature]* 9/10/25  
 Redeveloper's Signature Date

Upon completion of this form, the redeveloper must provide the original to the City or Community Redevelopment Authority.

**RESOLUTION NO. 25-119**

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

**Recitals:**

a. On April 15, 2025, the City Council elected, by Resolution 25-50, to allow expedited reviews of redevelopment plans that meet the requirements in Section 18-2155(2) of the Community Development Law (NEB. REV. STAT. § 18-2101 *et seq.*).

b. Christina and Scott Yates (the “Redevelopers”) have submitted an Application for Expedited Review of Community Redevelopment Plan (the “Plan”) for the *820 Missouri Avenue Project* (the “Project”), dated June 6, 2025. The Redevelopers have paid the application fee for the Plan.

c. The Plan proposes to redevelop an area of the City that the City Council has declared to be blighted and substandard and in need of redevelopment. The Plan includes the use of tax increment financing.

d. The City Manager or designee has conducted an expedited review of the Plan, determined that the Plan meets the requirements of Section 18-2155(2) of the Community Development Law, and recommended approval of the Plan.

**Resolved:**

1. The City Council has determined that the Plan meets the requirements of Section 18-2155(2) of the Community Development Law and is consistent with the City’s Comprehensive Plan.
2. The City Council approves the Plan and the Project.
3. The City Manager and designees and the Community Redevelopment Authority are authorized and directed to execute such documents and take such further actions as are necessary to carry out the purposes and intent of this Resolution and the Plan according to Section 18-2155 of the Community Development Law.
4. This Resolution shall become effective immediately upon its adoption.

**PASSED and APPROVED** on October 7, 2025

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

(SEAL)

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

Approved as to Form and Legality:

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Simmons Olsen Law Office, Legal Counsel

For Official Use

Date Received JKK A.A. 9/10/25

Date of Review \_\_\_\_\_

\_\_\_ Approved \_\_\_ Denied

# Application for Expedited Review of Community Redevelopment Plan Tax Increment Financing (TIF) Project

County Name <u>Box Butte</u>	City <u>Alliance</u>
Redeveloper (Owner) <u>Christina &amp; Scott Yates</u>	
Redevelopment Project Name <u>820 Missouri Ave</u>	
Parcel Number <u>070036586</u>	
Application Date of the Expedited Redevelopment <u>9/10/25</u>	

1. What are the existing uses and condition of the property within the redevelopment project area?  
Primary residence Fair +

2. What are the proposed uses of the property within the redevelopment project area?  
Primary residence

3a. Has the structure been within the corporate limits of the city for at least sixty years? Yes  No

3b. If the project includes the redevelopment of a vacant lot that is within the corporate limits of the city, has that lot been platted for at least sixty years? Yes  No  N/A

4. What is the current assessed value of the property within the redevelopment project area?  
\$144,694      remodeled basement

5. What the increase in the assessed value of the property within the redevelopment project area that is estimated to occur as a result of the redevelopment project?  
\$5,000      egress windows now 3bd instead of 2bd  
new furnace/ac

6. Will the redevelopment project be financed in whole or in part through the division of taxes as provided in section 18-2147? Yes  No  pd out of pocket w/cash

7 What are the agreed-upon costs of the redevelopment project? would like \$ addl funding  
\$20,000

JKK Redeveloper's Signature      9/10/25 Date

Upon completion of this form, the redeveloper must provide the original to the City or Community Redevelopment Authority.

Resolution No. 25-130

*WHEREAS*, the City of Alliance, Nebraska (the “City”) has appointed Seth Sorensen (“Sorensen”) as the City Manager of the City; and;

*WHEREAS*, Sorensen tendered his resignation to the City Council of the City on October 1, 2025; and

*WHEREAS*, the Alliance City Council determines that it is in the best interests of the City to accept Sorensen’s resignation;

*NOW, THEREFORE, BE IT RESOLVED* by the Mayor and City Council of the City of Alliance, Nebraska, that the resignation of Sorensen as City Manager is accepted, that the last day of appointment and employment for Sorensen shall be October 31, 2025.

PASSED AND APPROVED this 7<sup>th</sup> day of October, 2025.

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

(SEAL)

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

Approved as to Form and Legality:

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

October 1, 2025

Alliance City Council  
City of Alliance  
324 Laramie Ave  
Alliance, Nebraska 69301

Re: City Manager Resignation

Mayor and Council Members:

Please accept my resignation as City Manager, effective at the end of the business day of October 31, 2025. I am grateful for the opportunity to have served the City of Alliance these past four years alongside capable, dedicated staff.

I will gladly assist the City through this transition and aid in finding a replacement during my remaining time. To support continuity, I will provide a concise transition summary with active projects, key deadlines, and points of contact, and I will remain available through my last day to assist with handoff needs.

Thank you for your service to the community and for the trust placed in me. Thank you for the opportunity and for your support. I wish you and the City of Alliance the very best.

Sincerely,

A handwritten signature in blue ink, appearing to read "Seth A. Sorensen", with a long horizontal line extending to the right.

Seth A. Sorensen, MPA, P.E.  
903-987-9108  
seth\_sorensen@hotmail.com

RESOLUTION NO. 25-131

*WHEREAS*, The City of Alliance oversees and operates the Alliance Police Department;  
and

*WHEREAS*, There is a need to increase Dog/Cat Licenses, Bicycle Licenses, Copies, Gun Permits, IPT (Parking Ticket), Faxes, Animal Adoption Fees, Tow Impound Fees, Daily Impound Fees and Shelter Fees; and

*NOW, THEREFORE, BE IT RESOLVED* by the Mayor and Council of the City of Alliance, Nebraska, that Alliance Police Department Fee Schedule to take effect November 1, 2025 shall be as follows:

1 Year Dog/Cat License (Altered)	\$8.00
1 Year Dog/Cat License (Intact)	\$12.00
2 Year Dog/Cat License (Altered)	\$14.00
2 Year Dog/Cat License (Intact)	\$22.00
Bicycle License	FREE
Copies	\$3.00 Mailed \$5.00 Over 10 Pages \$0.25 Per Page
Gun Permit	\$10.00
IPT (Parking Ticket)	N/A Handled at Courthouse
Fax	First Page \$4.00 Over 1 Page \$0.50 Per Page
Animal Adoption	Cat \$50.00 Dog \$10.00
Tow Impound	Varies – Subject to Amount of Tow Bill
Daily Impound	\$20.00
Shelter Fee Chart	\$10.00 Per Day
Initial Pickup	\$50.00
1 Day	\$60.00
2 Days	\$70.00
3 Days	\$80.00

4 Days	\$90.00
5 Days	\$100.00
6 Days	\$110.00
7 Days	\$120.00
10 Day Quarantine	\$250.00

PASSED AND APPROVED this 7 day of October, 2025.

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

(SEAL)

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

Approved as to Form and Legality:

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

APD FEES	CURRENT	PROPOSED
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1 YEAR DOG/CAT LICENSE (ALTERED)	\$4.00	\$8.00
1 YEAR DOG/CAT LICENSE (INTACT)	\$6.00	\$12.00
2 YEAR DOG/CAT LICENSE (ALTERED)	\$7.00	\$14.00
2 YEAR DOG/CAT LICENSE (INTACT)	\$11.00	\$22.00
BICYCLE LICENSE	FREE	FREE
COPIES	\$1.00	\$3.00
	MAILED \$2.00	MAILED \$5.00
	OVER 2 PAGES \$0.25 PER PAGE	OVER 10 PAGES \$0.25 PER PAGE
GUN PERMIT	\$5.00	\$10.00
IPT (PARKING TICKET)	VARIES	N/A HANDLED AT COURTHOUSE
FAX	FIRST PAGE \$2.00	FIRST PAGE \$4.00
	OVER 1 PAGE \$0.50 PER PAGE	OVER 1 PAGE \$0.50 PER PAGE
ANIMAL ADOPTION	\$50.00	CAT \$50.00 DOG \$100.00
TOW IMPOUND	VARIES	VARIES (SUBJECT TO AMOUNT OF TOW BILL)
DAILY IMPOUND FEE	\$10.00	\$20.00

**NO CHANGE**

ATV FEE CHART	CURRENT	PROPOSED
JANUARY	\$25.00	
FEBRUARY	\$23.00	
MARCH	\$21.00	
APRIL	\$19.00	
MAY	\$17.00	
JUNE	\$15.00	
JULY	\$13.00	
AUGUST	\$11.00	
SEPTEMBER	\$9.00	
OCTOBER	\$7.00	
NOVEMBER	\$5.00	
DECEMBER	\$3.00	

SHELTER FEE CHART	CURRENT	PROPOSED
INITIAL PICKUP	\$32.00	\$50.00
1 DAY	\$39.50	\$60.00
2 DAY	\$47.00	\$70.00
3 DAY	\$54.50	\$80.00
4 DAY	\$62.00	\$90.00
5 DAY	\$69.50	\$100.00
6 DAY	\$77.00	\$110.00
7 DAY	\$84.50	\$120.00
10 DAY QUARANTINE	\$99.00	\$250.00