

Council Meetings

November 4, 2025 City Council Meeting

Agenda Materials

Agenda

Agenda 251104 - Special Meeting	3
Agenda 251104	4

Consent Calendar

Consent Calendar	6
CC Item - Minutes 251021	8
CC Item - Payroll	25
CC Item - Claims	27
CC Item - Council Proceedings	44
CC Item - Cemetery Certificates	46
CC Item - Resolution No. 25-140 - NDOT Year-End Certification of Street Sup	48
CC Item - Resolution No. 25-141 - 2nd Street Sewer Extension Change Order	52
CC Item - Resolution No. 25-141 - 2nd Street Sewer Extension Change Order	54
CC Item - Resolution No. 25-142 - Police Dept GrayKey Renewal	57
CC Item - Resolution No. 25-142 - Police Dept GrayKey Renewal - Invoice	59
CC Item - Resolution No. 25-143 - Police Dept Glock Pistol Purchase	60
CC Item - Resolution No. 25-143 - Police Dept Glock Pistol Purchase - Invoice	62
CC Item - Resolution No. 25-144 - Agreement for BBDC Contribution	64
CC Item - Resolution No. 25-145 - Agreement for Chamber of Commerce Con	65
CC Item - Resolution No. 25-146 - Agreement for KAB Contribution	66
CC Item - Resolution No. 25-147 - Agreement for PADD Contribution	67
CC Item - Resolution No. 25-148 - Agreement for Heartland Expressway Cont	68
CC Item - Resolution No. 25-149 - Amendment to Garton Contract	69
CC Item - Resolution No. 25-149 - Amendment to Garton Contract - Contract	70

Item B - Conflict Claims for Council Members for Attendance of NE League Conference

Item B - Conflict Claim - Mayor McGhehey	71
Item B - Conflict Claim - Vice Mayor Mashburn	72
Item B - Conflict Claim - Councilman Turman	73

Item C - Tabled - Ordinance No. 3005 - Final Plat Karell Addition

Item C - Ordinance No. 3005 - Final Plat Karell Addition - Narrative	74
--	----

Item C - Ordinance No. 3005 - Final Plat Karell Addition	76
Item C - Ordinance No. 3005 - Final Plat Karell Addition - Final Plat	77
Item C - Ordinance No. 3005 - Final Plat Karell Addition - Deferment Agreeeme	79
Item D - Tabled - Ordinance No. 3007 - Bicycles, Electric Bicycles, Electric Scooters, Minibikes and Golf Cart Operations and Regulations	
Item D - Ordinance No. 3007 - Bikes, Electric Bikes, Electric Scooters, Minibi	81
Item D - Ordinance No. 3007 - Bikes, Electric Bikes, Electric Scooters, Minibi	82
Item E - Ordinance No. 3008 - Issuance of Airport Revenue Bond	
Item E - Ordinance No. 3008 - Issuance of Aiport Revenue Bonds - Narrative	87
Item E - Ordinance No. 3008 - Issuance of Aiport Revenue Bonds	88
Item E - Ordinance No. 3008 - Issuance of Aiport Revenue Bonds - Supportin ...	143
Item F - Ordinance No. 3009 - Issuance of Revenue Bonds	
Item F - Ordinance No. 3009 - Issuance of Revenue Bonds - Narrative	144
Item F - Ordinance No. 3009 - Issuance of Revenue Bonds	145
Item G - Ordinance No. 3010 - Lease Purchase	
Item G - Ordinance No. 3010 - Lease Purchase - Narrative	209
Item G - Ordinance No. 3010 - Lease Purchase	210
Item H - Resolution No. 25-150 - Reimbursement of Capital Expenditures	
Item H - Resolution No. 25-150 - Reimbursement of Capital Expenditures	234
Item I - Resolution No. 25-151 - Landfill Compactor Lease Agreement	
Item I - Resolution No. 25-151 - Landfill Compactor Lease Agreement	248
Item I - Resolution No. 25-151 - Landfill Compactor Lease Agreement - Lease ..	250
Item J - Resolution No. 25-152 - Streets Department Truck Purchase	
Item J - Resolution No. 25-152 - Streets Deparment Truck Purchase	252
Item J - Resolution No. 25-152 - Streets Deparment Truck Purchase - Quote	254
Item K - Resolution No. 25-153 - Police Department GETAC Camera Systems Lease Agreement	
Item K - Resolution No. 25-153 - Police Department GETAC Camera Systems ..	255
Item K - Resolution No. 25-153 - Police Department GETAC Camera Systems ..	257
Item K - Resolution No. 25-153 - Police Department GETAC Camera Systems ..	258



Building the Best Hometown in America®

ALLIANCE, NEBRASKA
CITY COUNCIL SPECIAL MEETING
Alliance Learning Center
1750 Sweetwater Avenue
November 4, 2025 – 6:45 p.m.
AGENDA

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

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

A. Fill Council Vacancy

The City Council will nominate a candidate for the vacancy on the City Council to serve the term, ending Tuesday, May 12, 2026.

Oath of Office

The City Clerk will administer the Oath of Office to the newly elected Council Member. The Clerk will call the roll.

- **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



Building the Best Hometown in America®

**ALLIANCE, NEBRASKA
CITY COUNCIL MEETING
Alliance Learning Center
1750 Sweetwater Avenue
November 4, 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. 25-140 – NDOT Year-End Certification of Street Superintendent
Resolution No. 25-141 – 2nd Street Sewer Extension Change Order
Resolution No. 25-142 – Police Department GrayKey Renewal
Resolution No. 25-143 – Police Department Glock Pistol Purchase
Resolution No. 25-144 – Agreement for BBDC Contribution
Resolution No. 25-145 – Agreement for Chamber of Commerce Contribution
Resolution No. 25-146 – Agreement for KAB Contribution
Resolution No. 25-147 – Agreement for PADD Contribution
Resolution No. 25-148 – Agreement for Heartland Expressway Contribution
Resolution No. 25-149 – Amendment to Garton Contract

B. Conflict Claims for Council Members for Attendance of NE Municipal League Conference

\$513.80	Mayor John McGhehey
\$902.62	Vice Mayor Tearza Mashburn
\$513.80	Councilman Travis Turman

C. Tabled – Ordinance No. 3005 – Final Plat Karell Addition – Second Reading

Ordinance No. 3005 is before City Council on Second Reading, 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 Quarter of Section 35, Township 25 North, Range West of 6th Principal Meridian, Alliance, Box Butte County, Nebraska.

D. Tabled – Ordinance No. 3007 - Bicycles, Electric Bicycles, Electric Scooters, Minibikes and Golf Cart Operations and Regulations – Second Reading

Ordinance No. 3007 is before the City Council on Second 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.

E. Ordinance No. 3008 – Issuance of Airport Revenue Bonds – First Reading

Ordinance No. 3008 is before the City Council on First Reading, which will approve the issuance of Airport Revenue Bonds in the amount not to exceed \$800,000 to be issued to make certain improvements to and purchase equipment for the Airport. Staff is requesting the second and third reading be waived.

City of Alliance Goals

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

F. Ordinance No. 3009 – Issuance of Revenue Bonds – First Reading

Ordinance No. 3009 is before the City Council on First Reading, which will approve the issuance of Revenue Bonds in the amount not to exceed \$1,300,000 to be issued to make and/or construct improvements to Solid Waste System. Staff is requesting the second and third reading be waived.

G. Ordinance No. 3010 – Lease Purchase

Ordinance No. 3010 is before the City Council on First Reading, which will approve the Lease Purchase for certain equipment for the City of Alliance in the amount not to exceed \$1,600,000. Staff is requesting the second and third reading be waived.

H. Resolution No. 25-150 – Reimbursement of Capital Expenditures

Resolution No. 25-150 which will authorize reimbursement declaring the City's intent under the IRS Code of 1986 to reimburse certain capital expenditures from the proceeds of tax-exempt or tax-favored debt obligations.

I. Resolution No. 25-151 – Landfill Compactor Lease Agreement

Resolution No. 25-151 which will authorize the Alliance Landfill to enter into a lease agreement with NCL Government Capital for a Bomag BC 473 RB-5 Compactor with a seven-year plan in the total amount of \$622,380.00 with yearly installments of \$109,989.48.

J. Resolution No. 25-152 – Streets Department Truck Purchase

Resolution No. 25-152 which will authorize the purchase for a 2024 Ford F-350 pickup with Wolf Ford replacing current Streets Department 2002 Chevy pickup in the amount of \$47,315.36.

K. Resolution No. 25-153 – Police Department GETAC Camera Systems Lease Agreement

Resolution No. 25-153 which will authorize the Alliance Police Department to enter into a lease agreement with GETAC for new body-worn and in-car camera systems, including all related accessories, installation with a five-year plan in the total amount of \$218,124.83 with yearly installments of \$50,379.10.

L. Discussion Item – City Manager Vacancy

Council will discuss with Government Professional Services the recruitment of a new 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 – November 4, 2025

1. Approval: Minutes of the Regular Meeting, October 21, 2025.
2. Approval: Payroll from October 17, 2025 in the amount of \$278,655.68.
3. Approval: Claims against the following funds for the period of: 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; \$1,184,408.02.
4. Approval: Cemetery Certificates for Arnold, Barbara J. and Youman, Audra R., Youman, Prece Jr., & Youman Strohmer, Pamela.
5. Approval: Resolution No. 25-140 which will certify the 2025 Street Superintendent to the Nebraska Department of Transportation to qualify for the annual incentive payment.
6. Approval: Resolution No. 25-141 which will authorize the Change Order #1 for the 2nd Street Sewer Extension Project, for the removal of 4' water main and water line taps, in the amount of \$54,375.00 from GL #08-52-52-59-970 Capital Outlay.
7. Approval: Resolution No. 25-142 which will authorize the software renewal for the GrayKey annual license, in the total amount of \$37,760 from GL # 01-31-32-43-374.
8. Approval: Resolution No. 25-143 which will authorize the City of Alliance to purchase (17) Glock handguns along with the trade-in allowance for (22) handguns from Kiesler Police Supply for a net purchase of \$5,323 from GL # 01-31-32-59-950.
9. Approval: Resolution No. 25-144 which will authorize the City of Alliance to enter into the Agreement for an annual contribution to Box Butte Development Corporation in the amount of \$109,550 to be paid in quarterly installments, and staff is authorized to make payments accordingly.
10. Approval: Resolution No. 25-145 which will authorize the City of Alliance to enter into the Agreement for an annual contribution to the Chamber of Commerce in the amount of \$20,000 to be paid in quarterly installments, and staff is authorized to make payments accordingly.
11. Approval: Resolution No. 25-146 which will authorize the City of Alliance to enter into the agreement for an annual contribution to the Keep Alliance Beautiful in the amount of \$50,000 to be paid in quarterly installments, and staff is authorized to make payments accordingly.
12. Approval: Resolution No. 25-147 which will authorize the City of Alliance to enter into the agreement for an annual contribution to the Panhandle Area Development District

(PADD) in the amount of \$6,581.30 to be paid in one lump sum, and staff is authorized to make payments accordingly.

13. Approval: Resolution No. 25-148 which will authorize the City of Alliance to enter into the Agreement for an annual contribution to the Heartland Expressway in the amount of \$2,934.36 to be paid in one lump sum, and staff is authorized to make payments accordingly.
14. Approval: Resolution No. 25-149 which will approve the Amendment to Real Estate Purchase Contract extending the closing date under the Contract to on or before December 30, 2025.

NOTE: City Manager Sorensen and City Treasurer Baker have reviewed these expenditures and to the best of their knowledge confirms 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.

October 21, 2025

ALLIANCE CITY COUNCIL

REGULAR MEETING, TUESDAY, OCTOBER 21, 2025

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

The Alliance City Council met in a Regular Meeting, October 21, 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 October 15, 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 October 21, 2025 regular meeting of the Alliance, Nebraska City Council at 7:00 p.m. Present were Mayor McGhehey, Vice Mayor Mashburn and Council Members Turman. Also present were City Manager Sorensen, City Treasurer Baker, City Attorney Hadenfeldt and City Clerk Bedient.

- Mayor McGhehey excused Councilman Yates for a scheduled vacation.
- 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 – October 21, 2025

1. **Approval:** Minutes of the Regular Meeting, October 7, 2025.
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; \$629,018.63.
3. **Approval:** Resolution No. 25-132 which will adopt the most recent Region 23 Emergency Management Agency Hazard Mitigation Plan.

October 21, 2025

4. Approval: Resolution No. 25-133 which will authorize the purchase of fifteen (15) patrol rifles along with the trade-in allowance for eighteen (18) rifles to be accepted from Alex Pro Firearms, LLC in the amount of \$33,075.00 from GL # 01-31-32-59-950.
5. Approval: Resolution No. 25-134 which will approve the Change Order Number 1 for Well #6 and Well #4 Rehabilitation in the amount of \$79,289.76 from GL # 08-52-52-59-970 Capital Outlay – Other Improvements and to adjust the appropriated funds for projects for water line replacement on Hudson from 3rd to 5th and on Laramie from 1st to 4th to accommodate the cost of this change order.
6. Approval: Resolution No. 25-135 which will approve the easement agreement between the City of Alliance and Quest Corporation d/b/a Century Link QC.

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

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

Roll call vote with the following results:

Voting Aye: Mashburn, Turman and McGhehey.

Voting Nay: None.

Motion carried.

- Council next held a public hearing on the Final Plat for Karell Addition, a 9.14 acre tract of land described as Part of the Southwest 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 West of 6th 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.

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

October 21, 2025

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 6th 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 10th Street overpass (Transportation Pg. 2). West 6th 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 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

October 21, 2025

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 6th 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.]

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 Final Plat for 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 Section 35, Township 25 North, Range West of 6th Principal Meridian, Alliance, Box Butte County, Nebraska. The Public Hearing opened at 7:05 p.m.”

Larry Miller, 824 Yellowstone Avenue, Alliance, Nebraska, attorney for the Karell Addition, appeared before the Council in support of the Final Plat for Karell Addition. Mr. Miller informed the Council that the property is intended for storage unit development. He requested that the Council reconsider the proposed Deferment Agreement prepared by the City Attorney, noting that the current version is not feasible for his client. Mr. Miller also requested revisions to the language of the Deferment Agreement.

Community Development Director Kusek came before the Council discussing the Council’s options of the Deferment Agreement.

City Attorney Hadenfeldt discussed the potential risks associated with modifying the Deferment Agreement and recommended that no changes be made to the document.

October 21, 2025

Councilman Turman stressed his concerns of the future.

Vice Mayor Mashburn asked if there was a way to revise the language of the Deferment Agreement to allow for shared costs and risks.

Mayor McGhehey requested that there be changes made to Paragraph Four and that the percentage be changed from 12% to 6% in the Deferment Agreement.

No additional testimony was offered and the Public Hearing closed at 7:24 p.m.

A motion was made by Mayor McGhehey, seconded by Councilman Turman to approve the second 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 QUARTER OF SECTION 35, TOWNSHIP 25 NORTH, RANGE 48 WEST OF THE 6TH 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 6th 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 6th Principal Meridian, Alliance, Box Butte County, Nebraska is approved by the City of Alliance.

October 21, 2025

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.

Mayor McGhehey withdraw his motion to approve the second reading of Ordinance No. 3005, Councilman Turman supported Mayor McGhehey's withdrawal and withdrew his seconded motion.

A motion was made by Mayor McGhehey, seconded by Councilman Turman to table the second reading of Ordinance No. 3005.

Roll call vote with the following results:

Voting Aye: Mashburn, Turman and McGhehey.

Voting Nay: None.

Motion carried.

- The next item on the agenda for Council was the second reading Ordinance No. 3007 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. The following information was provided:

[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.]

A motion was made by Councilman Turman, seconded by Vice Mayor Mashburn to table the second reading of Ordinance No. 3007.

Roll call vote with the following results:

Voting Aye: Turman, Mashburn and McGhehey.

Voting Nay: None.

Motion carried.

- The next item on the agenda for Council was Resolution No. 25-136 which will approve the renewal of health insurance with UNUM, Regional Care, Inc. and Symetra as the City of Alliance’s Underwriters. The following information was provided:

[RESOLUTION – EMPLOYER HEALTH INSURANCE RENEWAL

Brown and Brown, the City's health benefits broker, has completed insurance renewal and searched the market for competitive rates for benefits offered to employees. The City aims to maintain the same level of coverage without reducing or eliminating benefits, as it navigates the rising national cost of health coverage.

Administration

- Administration for the health insurance program will continue through Regional Care, Inc. (RCI), our third-party administrator (TPA).
- In regard to reinsurance, after a market analysis, we secured renewal with Symetra at a guaranteed 10% increase.
- Fixed costs increased by 13%. This includes Symetra premiums, TPA fees, Organ Transplant, Life, and Vision Premiums, as well as the City’s HSA contributions.
- Claims liability for medical and dental increased 20%. As a reminder, the City plans to meet fixed-cost expenditures; however, claims liability will depend on usage that varies over time. As the City is self-funded, we budget for expected costs, but if those claims aren’t realized, the City saves any unspent money. As of September, claims this year total approximately \$693,001, with seven individuals accounting for 55% of expenditure.
- The City is requesting employee premiums for medical, dental, and vision coverage to increase for the first time since 2019. As determined during the budget process, the City must evaluate the budget and funding requests, and it was determined that the employee portion of premiums is below market comparisons. More information and explanation are contained in the Employee Health Insurance Renewal narrative. As discussed last year, employees were advised to anticipate a premium increase for the 2026 plan year, as the health support fund is being spent down and is not able to absorb all future costs.
- Accounting for both fixed cost and expected claims, the City will pay the following for employee medical, dental, vision, HSA, and life benefits per month. The 20% increase in expected claims was the largest driver of costs.
- Overall, the City will see an increase of \$359,738, which equates to 18.6% of FY 2025.

	Fixed Costs	Expected Claims	Monthly Value	Yearly Value	Hourly Value
Single	\$568.46	\$972.07	\$1,540.53	\$18,486.30	\$8.30 per hr.

October 21, 2025

Family	\$1,301.78	\$2,243.43	\$3,545.21	\$42,542.46	\$18.73 per hr.
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RECOMMENDATION: APPROVE THE RESOLUTION FOR HEALTH INSURANCE RENEWAL.]

A motion was made by Vice Mayor Mashburn, seconded by Councilman Turman to approve Resolution No. 25-136. Which follows in its entirety:

RESOLUTION NO. 25-136

WHEREAS, The City of Alliance has engaged in a process with Brown and Brown, our health benefits broker, evaluating its current healthcare benefit plans offered to employees; and

WHEREAS, Various options and proposals have been considered by staff and Brown and Brown, and staff has recommended the options contained herein; and

WHEREAS, The City of Alliance recommends a proposal to renew our contract for reinsurance carrier with Symetra as set forth herein; and

WHEREAS, The City of Alliance has received a proposal to renew its contract with the Third-Party Administrator, Regional Care Incorporated; and

WHEREAS, The City of Alliance has received a proposal to renew its contract with Unum to provide group term-life employee coverage and voluntary coverage options for employees; and

WHEREAS, The City of Alliance has received a proposal to renew its contract with VSP, Inc. to provide vision coverage; and

WHEREAS, The City of Alliance has received a proposal to renew its contract with AirMedCare for AirLink Membership; and

NOW, THEREFORE, BE IT RESOLVED, City Monthly premium payments per employee to Symetra as the reinsurance carrier, effective January 1, 2026, shall be as follows:

Specific Single Premium	\$ 378.54
Specific Family Premium	\$ 1,045.04
Aggregate Premium	\$ 19.47

NOW, THEREFORE, BE IT RESOLVED, City Monthly premium payments per employee to Regional Care, Inc. as the TPA, effective January 1, 2026, shall be as follows:

Transplant Coverage: Single	\$ 8.69	Family	\$ 21.57
Vision Coverage: Single	\$ 14.16	Family	\$ 27.10

October 21, 2025

The administrative service fees to Regional Care, Incorporated, shall be \$37.70 monthly per covered employee; and

NOW, THEREFORE, BE IT RESOLVED, City Monthly premium payments per employee to Unum as the provider of term-life employee coverage, effective January 1, 2026, shall be as follows:

Life:	Single \$ 9.90	Family	\$ 10.90
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NOW, THEREFORE, BE IT RESOLVED, administrative service fees paid to AirMedCare for AirLink Membership shall be no more than \$75 per covered employee; and

BE IT FURTHER RESOLVED, the City of Alliance shall make monthly contributions to our Health Support Fund, effective January 1, 2026, for the payment of medical and dental claims up to the following amounts:

Per Single Employee \$ 972.07	Per Family Employee \$2,243.43
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Human Resources Director Mayhew came before the Council to give them an overview of Resolution No. 25-136.

Vice Mayor Mashburn read a statement to the Employees.

Roll call vote with the following results:

Voting Aye: Mashburn, Turman and McGhehey.

Voting Nay: None.

Motion carried.

- The next item on the agenda for Council was Resolution No. 25-137 which will approve the employee health insurance renewal for medical, dental, vision and in-lieu benefits. The following information was provided:

[RESOLUTION – EMPLOYEE HEALTH INSURANCE RENEWAL

Brown and Brown, the City’s health benefits broker, has completed the annual insurance renewal and assisted with a market comparison to ensure competitive rates for the benefits offered to employees. The City’s goal continues to be maintaining a high level of coverage without reducing or eliminating benefits, while also addressing the rising national cost of health insurance and ongoing budget demands.

To maintain sustainable and competitive benefits, the City is proposing adjustments to employee contributions for medical, dental, and vision insurance premiums. A recent market review of similar cities showed that our current employee contributions are significantly below average, while the total cost of premiums is

October 21, 2025

significantly above comparable communities due to the actual cost of employee health claims. To ensure we can continue offering quality coverage while balancing taxpayer costs, the following changes are proposed:

- **Medical Coverage**

Single: \$60 → **\$72 per month** (+\$12)

Family: \$170 → **\$221 per month** (+\$52)

Family coverage carries greater claim liability, as more individuals are covered. Recent claims activity also shows high utilization among dependents. Allocating approximately **20% for Single and 30% for Family** more closely aligns with market standards. Currently, **29 employees** are enrolled in single coverage and **37 in family**, covering **169 total lives** under the plan.

- **Dental Coverage**

Single: \$15 → **\$20 per month** (+\$5)

Family: \$40 → **\$50 per month** (+\$10)

The City's dental plan remains highly competitive, offering \$2,000 in annual insurance dollars and improved coinsurance adopted last year. Dental coverage is also available to part-time employees and those who waive medical coverage. Currently, 80 employees and 117 dependents participate.

- **Vision Coverage**

Single: \$5 → **\$10 per month** (+\$5)

Family: \$20 → **\$27.10 per month** (+\$7.10)

The vision plan includes **\$200 per year** toward glasses or contacts and **\$20 toward safety glasses**, a benefit added last year. Vision coverage is available to both full-time and part-time employees, with **79 employees** and **115 dependents** currently enrolled.

Combined Impact: Employees enrolled in all three benefits will see a total monthly increase of \$22 for Single and \$68.10 for Family. To help reduce the effect on take-home pay, the City will begin withholding premiums across all 26 pay periods rather than 24. While this does not eliminate the increase, it helps soften the impact on biweekly paychecks. Overall, the City collected an estimated total of \$133,000 in employee premiums in FY2025. This premium increases that amount by an estimated \$39,000 in FY2026, which equates to roughly 7.82% of total costs.

Deductible: IRS Guidelines for a medical plan with an embedded deductible require the individual deductible to increase \$100 to \$3,400. The family deductible also increased \$100 to \$5,800. The maximum out-of-pocket and out-of-network deductibles will remain unchanged. The City increased co-insurance from 80/20 to 90/10 last year. Coinsurance is the percentage of costs an employee pays toward a covered expense or service after the deductible is met. By increasing this cost share, the City continues to assume an additional 10% of employee expense.

City Contributions and Additional Benefits

- **Health Savings Account (HSA):**
 - Single: **\$1,200 annually**
 - Family: **\$1,680 annually**
 - These funds may be used toward deductibles, prescriptions, or qualified dental and vision expenses.
 - **In-Lieu Benefit:** Employees who waive medical coverage continue to receive **\$350 per month (\$4,000 annually)**.
 - **AirLink:** Provided at **no cost** to all full-time benefit-eligible employees.
 - **Supplemental Benefits:** Full-time and eligible part-time employees may enroll in **Colonial Life** voluntary benefits, including accident, cancer, critical illness, and short-term disability.
 - **Flexible Spending Accounts (FSA):** Available for healthcare and dependent care (childcare or elder care) expenses.
- Life and AD&D Insurance:** The City provides **\$55,000 in life and accidental death insurance** through UNUM, with the option to purchase additional voluntary coverage for employees, spouses, and dependents.

Employee Monthly Premium	Single	Family
Medical	\$72	\$221
Dental	\$20	\$ 50
Vision	\$10	\$ 27.10
	\$102	\$298.10
Medical In-Network Deductible	\$3,400	\$5,800
In-Network Out-of-Pocket Max.	\$4,000	\$8,000
City's Annual HSA Contribution	\$1,200	\$1,680

Commitment to Employee Well-Being

The City remains committed to supporting employee health and wellness through comprehensive, affordable coverage. While premium costs are shared, the City continues to absorb the majority of rising health plan expenses. These adjustments ensure that we can sustain the quality of benefits our employees and their families rely on. This is the first time in seven years that employees are being asked to help meet the growing costs of insurance.

Our health plan's success depends on our collective commitment to maintaining healthy habits, using preventive care, and being responsible consumers of healthcare. Together, we can continue to protect a benefit that supports every employee's well-being.

October 21, 2025

RECOMMENDATION: APPROVE THE RESOLUTION FOR HEALTH INSURANCE RENEWAL WITH UNUM, REGIONAL CARE INC., AND SYMETRA AS UNDERWRITERS. A RESTATED MEDICAL AND DENTAL PLAN DOCUMENT WILL BE FORTHCOMING.]

A motion was made by Vice Mayor Mashburn, seconded by Councilman Turman to approve Resolution No. 25-137. Which follows in its entirety:

RESOLUTION NO. 25-137

WHEREAS, The City of Alliance has engaged in a process with Brown and Brown Corporation, our benefit broker, evaluating its current healthcare benefit plan offered to employees; and

WHEREAS, Employees will be able to choose single or family medical, dental, and vision insurance coverage options that best meet their needs; and

WHEREAS, Premiums will be paid or received based on each pay period payroll is processed (26); and

WHEREAS, Eligible employees who elect to waive medical coverage with proof of other medical coverage will be eligible for a \$350 monthly benefit to help offset the cost of other coverage; and

WHEREAS, Employees will be eligible for monthly health savings account contributions of \$100 for single plan participants and \$140 for family plan participants; and

WHEREAS, Employees will be eligible for \$2,000 in insurance dollars with the dental benefit and \$200 in insurance dollars for the vision benefit; and

WHEREAS, Eligible employees will be able to purchase voluntary term-life coverage through the company Unum; and

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council that the following monthly employee contribution levels are hereby established effective January 1, 2026.

	Employee		Family	
Medical Premium	\$72.00		\$221.00	
	In	Out	In	Out
Annual Medical Deductible	\$3,400	\$3,600	\$5,800	\$6,720
Co-Insurance	90/10	60/40	90/10	60/40
Annual Max. Cost to Employee	\$4,000	\$8,000	\$8,000	\$16,000

October 21, 2025

Dental Premium	\$20.00	\$50.00
Vision Premium	\$10.00	\$27.10

137. Human Resources Director Mayhew gave the Council an overview of Resolution No. 25-

Roll call vote with the following results:

Voting Aye: Turman, Mashburn and McGhehey.

Voting Nay: None.

Motion carried.

- The next item on the agenda for Council was Resolution No. 25-138 which will appoint Shana Brown and Chief Troy Shoemaker to serve as Interim City Manager(s) for the City of Alliance until such time that a full-time City Manager is appointed and begins work. The following information was provided:

[Following the direction of the Council at its meeting of October 7, 2025 wherein the City Council accepted the resignation of current City Manager Seth Sorensen, Council and the City Manager have held multiple conversations with Department Heads regarding the appointment of an Interim City Manager to serve until such time as a new City Manager is appointed and commences work.

It is the general feeling of Department heads that they would prefer to fill the interim role using a current city employee rather than contracting out the work or otherwise hiring someone on an interim basis for the following reasons: (1) to save money; (2) Staff is aware of what is currently going on in the City whereas introducing a third party would require a learning curve; (3) no desire to have a third party come onboard who may change the current direction of budget, projects, or personnel.

After meeting individually with Department Heads it is recommended that two Department Heads be appointed to share the role and responsibilities of the City Manager in the interim. Two Department Heads, namely Shana Brown and Troy Shoemaker have tentatively agreed to fill this role pending the approval of the City Council. As both would be working outside of their normal roles and taking on additional responsibilities while also maintaining responsibility for their existing role, it is customary and recommended they receive additional pay while acting as interim City Manager(s).

October 21, 2025

Appointing interims at this point in time will allow the existing City Manager to better hand off ownership of ongoing programs and projects thus reducing the likelihood of items “falling through the cracks” and maintaining a continuity in leadership.

Recommendation: It is recommended to appoint Shana Brown and Troy Shoemaker as Interim City Co-Managers for the City of Alliance, Nebraska effective November 1, 2025 until such time as a full-time City Manager is appointed and begins work or until such time that other arrangements are implemented. It is recommended that each receive additional pay beyond their existing salary in the amount of \$1,500.00 per pay period while acting in the interim role.]

A motion was made by Mayor McGhehey, seconded by Councilman Turman to approve Resolution No. 25-138. Which follows in its entirety:

RESOLUTION NO. 25-138

WHEREAS, The City of Alliance desires to fill the position of a professional City Manager following the resignation of the current City Manager Seth Sorensen; and

WHEREAS, Said resignation necessitates the appointment of one or more individuals to act as Interim City Manager until such time that a full-time manager is appointed and begins work; and

WHEREAS, The City Council of Alliance desires to appoint two individuals to act as Co-City Manager in the Interim capacity.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of Alliance, Nebraska, that Shana Brown, Culture and Leisure Services Director and Chief Troy Shoemaker for Chief over Fire and Ambulance be appointed to serve as Interim City Manager(s) for the City of Alliance, Nebraska until such time that a full-time City Manager is appointed and begins work; and

BE IT FURTHER RESOLVED, by the Mayor and City Council of Alliance, Nebraska, that each individual serving in the capacity of Interim City Manager at this time shall receive additional compensation in the amount of One Thousand, Five Hundred Dollars (\$1,500.00) per pay period for such time as they shall serve in this capacity.

FINALLY BE IT RESOLVED, by the Mayor and City Council of Alliance, Nebraska, that Shana Brown and Troy Shoemaker shall continue to serve in their existing capacity with the additional duties of interim city manager and shall return to the duties of their existing positions when the need for an interim ceases.

Roll call vote with the following results:

October 21, 2025

Voting Aye: Turman, Mashburn and McGhehey.

Voting Nay: None.

Motion carried.

- The next item on the agenda for Council was Resolution No. 25-139 which will authorize the City of Alliance to enter into a contract of service with Government Professional Services for the amount of \$22,500.00 to provide recruitment services for the position of City Manager for the City of Alliance. The following information was provided:

[Following the direction of the Council at its meeting of October 7, 2025 for the City Manager to seek the services of a recruiter to aid in the search for a new City Manager, staff reached out to five firms, four of which are companies with a national presence and one, Vacanti Municipal Consulting, being contacted due to their work history with the City of Alliance and presence within the State of Nebraska.

Below is a brief summary of the respondents and their anticipated costs:

Firm	Location	Cost	Notes
Vacanti Municipal Consulting	NE	\$40,000 + Expenses	\$30,000 to be paid regardless of success in finding a manager.
GMP	WA	\$16,500 - \$24,000	\$24,000 is a not-to-exceed amount, with the difference intended to cover incidentals and postings. 18 Month guarantee done at cost.
GPS	CO	\$22,500 (firm)	Alliance worked with GPS on the Police Chief Recruitment. Their price includes all expenses and costs. 18 Month guarantee done at cost.
Crawford Thomas	FL	20% of the candidate's annualized starting base salary, Minimum of \$6,000	90-day Replacement Guarantee at no additional cost.
SGR	TX	\$26,919 - \$29,419	\$29,419 is a not-to-exceed amount, with the difference intended to cover postings. 12 Month guarantee done at cost.

GPS provided recruitment services for the Alliance Police Chief search in 2024 and are willing to provide a discount because of this existing relationship. During that search Alliance worked directly with a GPS senior executive and their proposal for this search promises the same. When Alliance made an offer to an applicant in the

October 21, 2025

original interview pool and that applicant declined, GPS continued to provide their services at no additional cost.

GPS is located in Colorado and have an office located closer to Alliance than other firms. Additionally, unlike most of the other respondents, GPS includes the cost of advertising in their all-in price rather than as a set fee plus expenses. Finally, although GMP provides a lower entry fee, the final cost is unknown other than the not-to-exceed amount of \$24,000, whereas GPS has set an all-in price of \$22,500. Both GPS and GMP provide an 18-month guarantee on their searches where the City would only be liable for actual costs (travel, advertising, etc.) for the subsequent search should an appointee leave within 18 months of start date.

Recommendation: It is recommended to enter into a contract with Government Professional Services (GPS) for the amount of \$22,500 to conduct a nationwide search for a new City Manager.]

A motion was made by Mayor McGhehey, seconded by Councilman Turman to approve Resolution No. 25-139. Which follows in its entirety:

RESOLUTION NO. 25-139

WHEREAS, The City of Alliance desires to fill the position of a professional City Manager following the resignation of the current City Manager Seth Sorensen; and

WHEREAS, The City Council desires to conduct a nationwide search through the services of a professional recruitment agency; and

WHEREAS, Proposals were received from five recruitment agencies; and

WHEREAS, Staff recommends entering into an agreement with Government Professional Services (GPS) to provide recruitment services due to their proposed cost, history of customer service, and previous relationship with the City.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of Alliance, Nebraska, that the Mayor is authorized to enter into a contract of service with Government Professional Services for the amount of Twenty two thousand five hundred dollars (\$22,500) to provide recruitment services for the position of City Manager for the City of Alliance, Nebraska.

Roll call vote with the following results:

Voting Aye: Mashburn, Turman and McGhehey.

Voting Nay: None.

Motion carried.

The Alliance City Council adjourned the October 21, 2025 City Council Meeting at 7:44 p.m.

October 21, 2025

(SEAL)

John McGhehey, Mayor

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: **10/17/2025**

GROSS PAYROLL

\$ 245,738.84

(GET FROM SINGLE LINE SUMMARY REPORT)

EMPLOYER COSTS

(GET FROM BENEFITS REGISTER REPORT)

FICA	\$ 14,521.99	
MEDICARE	\$ 3,615.77	
POLICE PENSION - PRINCIPAL	\$ 3,397.42	
FIRE PENSION - PRINCIPAL	\$ 2,224.57	
GENERAL PENSION - PRINCIPAL	\$ 8,681.37	
MISSION SQUARE PENSION	\$ 335.72	
H S A SANDHILLS STATE BANK	\$ 140.00	
HEALTH/LIFE INSURANCE - HEALTH FUND	\$ 0.00	
TOTAL BENEFITS		\$ 32,916.84

TOTAL PAYROLL COSTS

\$ 278,655.68

CITY CLERK - AMMIE BEDIENT

\$ 260,543.12 Total
-\$ 2,224.57 FIRER
-\$ 5,047.88 GENER
-\$ 3,633.49 OPTER
-\$ 3,397.42 POLER
-\$ 335.72 CIER
-\$ 165.20 VEHIC

\$ 245,738.84

\$ 140.00 HSA
\$ 14,521.99 FICA (SS)
\$ 3,615.77 MEDICARE
1ST PAYROLL

Report Criteria:

Invoices with totals above \$0 included.
 Paid and unpaid invoices included.
 [Report].Invoice Number = {NOT LIKE} "757769" {AND} {NOT LIKE} "757771" {AND} {NOT LIKE} "757770"
 [Report].Invoice Number = {OR} {IS NULL}

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
General Fund					
01-10-10-45-511 Office Supplies	General Fund	City Council	City Council		
NEBRASKA TOTAL OFFICE	NAME PLATE	0129847-001	10/20/2025	21.85	
Total City Council:				21.85	
Total City Council:				21.85	
01-11-11-44-431 Legal, Public Notices	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	ORDINANCES	757753	10/15/2025	47.94	
01-11-11-44-431 Legal, Public Notices	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	NOTICE OF MEETING	757756	10/15/2025	8.91	
01-11-11-44-431 Legal, Public Notices	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	COUNCIL PROCEEDINGS	757755	10/15/2025	45.82	
01-11-11-44-431 Legal, Public Notices	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	LEGAL-MISC	757757	10/15/2025	11.88	
01-11-11-44-431 Legal, Public Notices	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	COUNCIL PROCEEDINGS	757754	10/15/2025	18.67	
01-11-11-44-431 Legal, Public Notices	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	LEGAL-MISC	757752	10/15/2025	33.94	
01-11-11-44-431 Legal, Public Notices	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	NOTICE OF MEETING	757751	09/17/2025	10.61	
01-11-11-44-431 Legal, Public Notices	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	COUNCIL PROCEEDINGS	757758	10/15/2025	10.18	
01-11-11-44-431 Legal, Public Notices	General Fund	City Administration	City Administration		
BOX BUTTE COUNTY CLERK	POSTCARD NOTIFICATION	2510001	10/21/2025	464.76	
01-11-11-44-451 Telephone Line Expense	General Fund	City Administration	City Administration		
ALLO COMMUNICATIONS LLC	516	757774	10/24/2025	.19	
01-11-11-44-451 Telephone Line Expense	General Fund	City Administration	City Administration		
ALLO COMMUNICATIONS LLC	308-762-5400 CITY MANAGER	757774	10/24/2025	42.30	
01-11-11-45-511 Office Supplies	General Fund	City Administration	City Administration		
CULLIGAN WATER CONDITIONING	WATER COOLER RENTAL/WATER	757763	09/25/2025	32.85	
01-11-11-45-526 Other Supplies	General Fund	City Administration	City Administration		
DOCU-SHRED LLC	64 GALLON CONTAINER	18349	10/20/2025	5.00	
Total City Administration:				733.05	
Total City Administration:				733.05	
01-31-31-44-441 Electricity	General Fund	Police Administration	Police Department		
COA UTILITIES	ELECTRIC	UTILITIES 10/2	10/27/2025	97.09	10/27/2025
01-31-31-44-442 Water-Sewer	General Fund	Police Administration	Police Department		
COA UTILITIES	WATER / SEWER	UTILITIES 10/2	10/27/2025	35.65	10/27/2025
01-31-31-44-443 Refuse	General Fund	Police Administration	Police Department		
COA UTILITIES	REFUSE	UTILITIES 10/2	10/27/2025	25.36	10/27/2025
01-31-31-44-444 Natural Gas	General Fund	Police Administration	Police Department		
BLACK HILLS ENERGY	8845 9631 60	OCTOBER 202	10/21/2025	45.44	
01-31-31-45-558 Tires-Vehicle, Equipment	General Fund	Police Administration	Police Department		
ALLIANCE MOTORS UNLIMITED, IN	TAHOE OIL CHANGE/REPAIR WHEE	72959	10/14/2025	620.91	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
Total Police Administration:				824.45	
01-31-32-42-294 Conferences, Cont Education	General Fund	Police Operations	Police Department		
NE LAW ENFORCEMENT TRAINING	BASIC TRAINING SESSION	15887	10/16/2025	175.00	
01-31-32-43-374 Investigators Expense	General Fund	Police Operations	Police Department		
AMAZON CAPITAL SERVICES	THERMAL LABELS	1GDQ-XQ46-6	10/14/2025	35.99	
01-31-32-44-456 Cellular Telephone Expense	General Fund	Police Operations	Police Department		
FIRSTNET	POLICE	287306230913	10/03/2025	2,340.07	10/27/2025
01-31-32-44-464 PMCNTSVC-Vehicle Repair	General Fund	Police Operations	Police Department		
BERNIES ACE HARDWARE	TOILET REPAIRS	326613	10/14/2025	22.98	
01-31-32-45-531 Uniforms	General Fund	Police Operations	Police Department		
AMAZON CAPITAL SERVICES	BATTERIES/KEY RING HOLDER	1YYX-CVVN-C	10/16/2025	152.49	
01-31-32-45-531 Uniforms	General Fund	Police Operations	Police Department		
KINSCO LLC	TACTICAL PANTS	00112544-0	10/09/2025	99.00	
01-31-32-45-531 Uniforms	General Fund	Police Operations	Police Department		
KINSCO LLC	CARGO PANTS	00112375-0	09/22/2025	99.00	
01-31-32-45-544 Small Tools, Equipment	General Fund	Police Operations	Police Department		
BLOEDORN LUMBER - ALLIANCE	MOUNTING POLE/LINE LASER	9030461	10/03/2025	310.48	
01-31-32-45-544 Small Tools, Equipment	General Fund	Police Operations	Police Department		
O'REILLY AUTO PARTS	TOOLS	6010-248020	10/06/2025	29.98	
Total Police Operations:				3,264.99	
01-31-33-43-379 Other Contract Operating Svcs	General Fund	Police Support Services	Police Department		
AS CENTRAL SERVICES	TELECOMMUNICATIONS CHARGES	1500008	10/23/2025	844.80	
01-31-33-43-379 Other Contract Operating Svcs	General Fund	Police Support Services	Police Department		
GEOCOMM, INC.	Geocomm	20250723BBC	07/23/2025	7,703.00	
01-31-33-43-379 Other Contract Operating Svcs	General Fund	Police Support Services	Police Department		
MOTOROLA SOLUTIONS INC	911 Mapping	8230538235	09/25/2025	1,660.20	
01-31-33-44-451 Telephone Line Expense	General Fund	Police Support Services	Police Department		
QWEST - PHOENIX	65908409	756780598	10/20/2025	39.68	
01-31-33-44-451 Telephone Line Expense	General Fund	Police Support Services	Police Department		
QWEST - PHOENIX	91388248	756638553	10/16/2025	499.49	
01-31-33-44-452 Long Distance Expense	General Fund	Police Support Services	Police Department		
AS CENTRAL SERVICES	TELECOMMUNICATIONS CHARGES	1497926	10/10/2025	45.00	
Total Police Support Services:				10,792.17	
01-31-34-44-451 Telephone Line Expense	General Fund	Animal Control	Police Department		
ALLO COMMUNICATIONS LLC	308-762-1761 ANIMAL SHELTER	757774	10/24/2025	37.36	
01-31-34-44-457 Internet Operating Expense	General Fund	Animal Control	Police Department		
ALLO COMMUNICATIONS LLC	123-761-2506 INTERNET ANIMAL SH	757774	10/24/2025	54.00	
01-31-34-45-544 Small Tools, Equipment	General Fund	Animal Control	Police Department		
AMAZON CAPITAL SERVICES	DOG POOPER SCOOPERS	1NJP-V3KH-HJ	10/08/2025	108.88	
Total Animal Control:				200.24	
Total Police Department:				15,081.85	
01-37-37-44-423 Database Subscriptions	General Fund	Firefighting	Fire Department		
EMERGENCY SERVICES MARKETI	YEARLY SUBSCRIPTION	INV12731	10/14/2025	735.00	
01-37-37-44-444 Natural Gas	General Fund	Firefighting	Fire Department		
BLACK HILLS ENERGY	2290 8652 37	OCTOBER 202	10/21/2025	67.93	
01-37-37-44-451 Telephone Line Expense	General Fund	Firefighting	Fire Department		
ALLO COMMUNICATIONS LLC	308-762-2151 FIRE HALL	757774	10/24/2025	82.09	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
01-37-37-44-451 Telephone Line Expense	General Fund	Firefighting	Fire Department		
CHARTER COMMUNICATIONS	176247201	176247201101	10/14/2025	55.10	
01-37-37-44-456 Cellular Telephone Expense	General Fund	Firefighting	Fire Department		
FIRSTNET	FIRE	287306230913	10/03/2025	131.58	10/27/2025
01-37-37-44-467 Equipment Testing Fees	General Fund	Firefighting	Fire Department		
MACQUEEN EQUIPMENT LLC	MSA FLOW TEST	P56300	10/14/2025	1,185.00	
01-37-37-44-479 CNTSVC Other	General Fund	Firefighting	Fire Department		
IDEAL LINEN INC	MOPS	11293612	10/23/2025	46.51	
01-37-37-45-544 Small Tools, Equipment	General Fund	Firefighting	Fire Department		
SANDBERG IMPLEMENT INC	MS462R RESCUE SAW W/20" BAR &	US29176	10/23/2025	1,852.29	
Total Firefighting:				4,155.50	
01-37-38-44-456 Cellular Telephone Expense	General Fund	Ambulance	Fire Department		
FIRSTNET	EMS	287306230913	10/03/2025	131.58	10/27/2025
01-37-38-45-521 Medical Supplies	General Fund	Ambulance	Fire Department		
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	85958356	10/15/2025	178.39	
01-37-38-45-521 Medical Supplies	General Fund	Ambulance	Fire Department		
BOX BUTTE GENERAL HOSPITAL	MEDICAL SUPPLIES	757762	10/22/2025	58.70	
01-37-38-45-521 Medical Supplies	General Fund	Ambulance	Fire Department		
BOX BUTTE GENERAL HOSPITAL	MEDICAL SUPPLIES	757761	10/16/2025	299.31	
01-37-38-45-521 Medical Supplies	General Fund	Ambulance	Fire Department		
ROCKY MOUNTAIN AIR SOLUTIONS	OXYGEN	30626023	10/14/2025	324.48	
Total Ambulance:				992.46	
Total Fire Department:				5,147.96	
01-41-44-44-444 Natural Gas - Facility Maint	General Fund	Facility Maintenance	Public Works		
BLACK HILLS ENERGY	8514 7540 93	OCTOBER 202	10/21/2025	50.54	
01-41-44-44-456 Cellular Telephone Expense	General Fund	Facility Maintenance	Public Works		
FIRSTNET	PUBLIC FAC	287306230913	10/03/2025	46.45	10/27/2025
01-41-44-45-544 Small Tools, Equipment	General Fund	Facility Maintenance	Public Works		
FARM PLAN	GLOVES, BRAKLEEN	51503844	10/27/2025	18.98	
Total Facility Maintenance:				115.97	
01-41-46-43-373 Contract Custodial Services	General Fund	Municipal Building	Public Works		
MELISA BRASS	MONTHLY CLEANING	957710	10/13/2025	3,326.67	
01-41-46-44-444 Natural Gas	General Fund	Municipal Building	Public Works		
BLACK HILLS ENERGY	8314 2036 34	OCTOBER 202	10/21/2025	121.11	
01-41-46-44-451 Telephone Line Expense	General Fund	Municipal Building	Public Works		
ALLO COMMUNICATIONS LLC	308-762-5400 MUNICIPAL BUILDING	757774	10/24/2025	12.09	
01-41-46-44-483 NRCNTSVC-Building Public Wrks	General Fund	Municipal Building	Public Works		
JACK'S REFRIGERATION INC	SEPTEMBER PLANNED MAINTENA	69083	09/19/2025	875.66	
Total Municipal Building:				4,335.53	
Total Public Works:				4,451.50	
01-61-60-44-451 Telephone Line Expense	General Fund	Community Development	Community Develop		
ALLO COMMUNICATIONS LLC	308-762-5400 BUILDING AND ZONIN	757774	10/24/2025	18.13	
01-61-60-44-456 Cellular Telephone Expense	General Fund	Community Development	Community Develop		
FIRSTNET	C&D	287306230913	10/03/2025	51.50	10/27/2025
01-61-60-45-526 Other Supplies	General Fund	Community Development	Community Develop		
DOCU-SHRED LLC	64 GALLON CONTAINER	18349	10/20/2025	5.00	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
Total Community Development:				74.63	
01-61-62-44-456 Cellular Telephone Expense FIRSTNET	General Fund BUILDING INSPECTOR	Code Enforcement 287306230913	Community Develop 10/03/2025	51.50	10/27/2025
Total Code Enforcement:				51.50	
01-61-63-44-456 Cellular Telephone Expense FIRSTNET	General Fund NA	Nuisance Abatement 287306230913	Community Develop 10/03/2025	46.45	10/27/2025
Total Nuisance Abatement:				46.45	
Total Community Development:				172.58	
01-71-71-44-441 Electricity COA UTILITIES	General Fund ELECTRIC	Parks UTILITIES 10/2	Cultural and Leisure 10/27/2025	1,165.95	10/27/2025
01-71-71-44-442 Water-Sewer COA UTILITIES	General Fund WATER / SEWER	Parks UTILITIES 10/2	Cultural and Leisure 10/27/2025	5,288.26	10/27/2025
01-71-71-44-443 Refuse COA UTILITIES	General Fund REFUSE	Parks UTILITIES 10/2	Cultural and Leisure 10/27/2025	252.22	10/27/2025
01-71-71-44-444 Natural Gas BLACK HILLS ENERGY	General Fund 8316 6747 88	Parks OCTOBER 202	Cultural and Leisure 10/21/2025	124.63	
01-71-71-44-444 Natural Gas BLACK HILLS ENERGY	General Fund 4303 0966 09	Parks OCTOBER 202	Cultural and Leisure 10/21/2025	81.80	
01-71-71-44-444 Natural Gas BLACK HILLS ENERGY	General Fund 8650 1637 80	Parks OCTOBER 202	Cultural and Leisure 10/21/2025	49.79	
01-71-71-44-444 Natural Gas BLACK HILLS ENERGY	General Fund 1529 6736 12	Parks OCTOBER 202	Cultural and Leisure 10/21/2025	50.54	
01-71-71-45-511 Office Supplies NEBRASKA TOTAL OFFICE	General Fund INK CARTRIDGES	Parks 0129799-001	Cultural and Leisure 10/14/2025	69.25	
01-71-71-45-556 Parts-Vehicle, Mach, Equip FARM PLAN	General Fund PARTS	Parks 51499159	Cultural and Leisure 10/13/2025	31.96	
01-71-71-45-556 Parts-Vehicle, Mach, Equip FARM PLAN	General Fund PARTS	Parks 51499715	Cultural and Leisure 10/15/2025	16.99	
01-71-71-45-556 Parts-Vehicle, Mach, Equip DARREN'S CARQUEST AUTO PART	General Fund PARTS	Parks 2723-522633	Cultural and Leisure 10/10/2025	224.95	
01-71-71-45-561 Bldg Maintenance Material CARTER'S HOME HARDWARE & AP	General Fund BUILDING MAINTENANCE	Parks 30658/1	Cultural and Leisure 10/16/2025	23.37	
01-71-71-45-563 Cleaning Supplies IDEAL LINEN INC	General Fund CUSTODIAL SUPPLIES	Parks 11292657	Cultural and Leisure 10/16/2025	44.32	
Total Parks:				7,424.03	
01-71-72-44-441 Electricity COA UTILITIES	General Fund ELECTRIC	Senior Center UTILITIES 10/2	Cultural and Leisure 10/27/2025	375.82	10/27/2025
01-71-72-44-442 Water-Sewer COA UTILITIES	General Fund WATER / SEWER	Senior Center UTILITIES 10/2	Cultural and Leisure 10/27/2025	105.20	10/27/2025
01-71-72-44-443 Refuse COA UTILITIES	General Fund REFUSE	Senior Center UTILITIES 10/2	Cultural and Leisure 10/27/2025	25.36	10/27/2025
01-71-72-44-444 Natural Gas BLACK HILLS ENERGY	General Fund 8177 7736 40	Senior Center OCTOBER 202	Cultural and Leisure 10/21/2025	124.68	
01-71-72-44-457 Internet Operating Expense ALLO COMMUNICATIONS LLC	General Fund 123-762-0099 INTERNET	Senior Center SENIOR C 757774	Cultural and Leisure 10/24/2025	104.00	
01-71-72-44-478 CNTSVC Other HOMETOWN LEASING	General Fund COPIER LEASE OCT THRU SEPT 20	Senior Center 7062526	Cultural and Leisure 10/27/2025	706.56	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
01-71-72-44-483 NRCNTSVC-Building Public Wrks PRESTO-X	General Fund PEST CONTROL	Senior Center 83874098	Cultural and Leisure 10/21/2025	108.68	
01-71-72-45-561 Bldg Maintenance Material BERNIES ACE HARDWARE	General Fund BUILDING MAINTENANCE	Senior Center 326085	Cultural and Leisure 10/06/2025	10.99	
Total Senior Center:				1,561.29	
01-71-74-44-441 Electricity COA UTILITIES	General Fund ELECTRIC	Cemetery UTILITIES 10/2	Cultural and Leisure 10/27/2025	903.17	10/27/2025
01-71-74-44-456 Cellular Telephone Expense FIRSTNET	General Fund C&LS	Cemetery 287306230913	Cultural and Leisure 10/03/2025	65.00	10/27/2025
01-71-74-45-526 Other Supplies BERNIES ACE HARDWARE	General Fund OTHER SUPPLIES	Cemetery 326552	Cultural and Leisure 10/14/2025	20.98	
01-71-74-45-526 Other Supplies CARTER'S HOME HARDWARE & AP	General Fund OTHER SUPPLIES	Cemetery 30165/1	Cultural and Leisure 09/02/2025	43.96	
Total Cemetery:				1,033.11	
01-71-75-44-441 Electricity COA UTILITIES	General Fund ELECTRIC	Swimming Pool UTILITIES 10/2	Cultural and Leisure 10/27/2025	132.42	10/27/2025
01-71-75-44-442 Water-Sewer COA UTILITIES	General Fund WATER / SEWER	Swimming Pool UTILITIES 10/2	Cultural and Leisure 10/27/2025	254.07	10/27/2025
01-71-75-44-444 Natural Gas BLACK HILLS ENERGY	General Fund 4332 1963 21	Swimming Pool OCTOBER 202	Cultural and Leisure 10/21/2025	122.79	
Total Swimming Pool:				509.28	
01-71-76-42-294 Conferences, Cont Education BECCI THOMAS	General Fund MEALS	Knight Museum 75772	Cultural and Leisure 10/02/2025	77.17	
01-71-76-42-294 Conferences, Cont Education BECCI THOMAS	General Fund FUEL	Knight Museum 75772	Cultural and Leisure 10/02/2025	93.06	
01-71-76-42-294 Conferences, Cont Education JODI RINGBAUER	General Fund MEALS	Knight Museum 75773	Cultural and Leisure 10/02/2025	63.86	
01-71-76-44-431 Legal, Public Notices ALLIANCE TIMES HERALD	General Fund PUBLIC NOTICE	Knight Museum 757760	Cultural and Leisure 10/15/2025	8.91	
01-71-76-44-441 Electricity COA UTILITIES	General Fund ELECTRIC	Knight Museum UTILITIES 10/2	Cultural and Leisure 10/27/2025	2,676.62	10/27/2025
01-71-76-44-442 Water-Sewer COA UTILITIES	General Fund WATER / SEWER	Knight Museum UTILITIES 10/2	Cultural and Leisure 10/27/2025	8.78	10/27/2025
01-71-76-44-443 Refuse COA UTILITIES	General Fund REFUSE	Knight Museum UTILITIES 10/2	Cultural and Leisure 10/27/2025	126.11	10/27/2025
01-71-76-44-451 Telephone Line Expense ALLO COMMUNICATIONS LLC	General Fund 308-761-1169 KNIGHT MUSEUM	Knight Museum 757774	Cultural and Leisure 10/24/2025	70.10	
01-71-76-44-469 PMCNTSVC-Other PRESTO-X	General Fund PEST CONTROL	Knight Museum 83873218	Cultural and Leisure 10/21/2025	145.32	
01-71-76-44-469 PMCNTSVC-Other HOMETOWN LEASING	General Fund COPIER LEASE	Knight Museum 2372526	Cultural and Leisure 10/27/2025	500.00	
01-71-76-44-469 PMCNTSVC-Other HOMETOWN LEASING	General Fund COPIER LEASE OCT THRU SEPT 20	Knight Museum 2372526	Cultural and Leisure 10/27/2025	704.68	
01-71-76-44-479 CNTSVC Other EAKES INC	General Fund COPIES	Knight Museum INV684142	Cultural and Leisure 09/12/2025	162.89	
01-71-76-45-563 Cleaning Supplies IDEAL LINEN INC	General Fund CUSTODIAL SUPPLIES	Knight Museum 11292669	Cultural and Leisure 10/16/2025	36.10	
Total Knight Museum:				4,673.60	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
01-71-77-44-441 Electricity	General Fund	Library	Cultural and Leisure		
COA UTILITIES	ELECTRIC	UTILITIES 10/2	10/27/2025	6,746.32	10/27/2025
01-71-77-44-442 Water-Sewer	General Fund	Library	Cultural and Leisure		
COA UTILITIES	WATER / SEWER	UTILITIES 10/2	10/27/2025	641.85	10/27/2025
01-71-77-44-443 Refuse	General Fund	Library	Cultural and Leisure		
COA UTILITIES	REFUSE	UTILITIES 10/2	10/27/2025	252.22	10/27/2025
01-71-77-44-444 Natural Gas	General Fund	Library	Cultural and Leisure		
BLACK HILLS ENERGY	8075 2560 61	OCTOBER 202	10/21/2025	1,913.20	
01-71-77-44-451 Telephone Line Expense	General Fund	Library	Cultural and Leisure		
ALLO COMMUNICATIONS LLC	308-761-5003 LIBRARY	757774	10/24/2025	35.05	
01-71-77-44-481 NRCNTSVC-Office Mach, Equip	General Fund	Library	Cultural and Leisure		
HOMETOWN LEASING	One year contract lease paymt and m	18-29	10/10/2025	602.76	
01-71-77-44-483 NRCNTSVC-Building Public Wrks	General Fund	Library	Cultural and Leisure		
FARIS PLUMBING & HEATING	BACKFLOW TESTING	20400 JF	10/17/2025	100.00	
01-71-77-44-483 NRCNTSVC-Building Public Wrks	General Fund	Library	Cultural and Leisure		
NE STATE FIRE MARSHAL AGENCY	ANNUAL INSPECTION LIBRARY	103514	08/08/2025	120.00	
Total Library:				10,411.40	
01-71-78-44-441 Electricity	General Fund	Sallows Museum	Cultural and Leisure		
COA UTILITIES	ELECTRIC	UTILITIES 10/2	10/27/2025	98.51	10/27/2025
01-71-78-44-441 Electricity	General Fund	Sallows Museum	Cultural and Leisure		
COA UTILITIES	WATER / SEWER	UTILITIES 10/2	10/27/2025	4.79	10/27/2025
01-71-78-44-451 Telephone Line Expense	General Fund	Sallows Museum	Cultural and Leisure		
ALLO COMMUNICATIONS LLC	308-761-1168 ALLIANCE MUSEUM	757774	10/24/2025	35.05	
01-71-78-44-469 PMCNTSVC-Other	General Fund	Sallows Museum	Cultural and Leisure		
PRESTO-X	PEST CONTROL	83873219	10/22/2025	61.30	
01-71-78-44-479 CNTSVC Other	General Fund	Sallows Museum	Cultural and Leisure		
NEBRASKA SAFETY AND FIRE EQU	REPLACE BATTERIES AND EVAL	107773	10/16/2025	570.00	
01-71-78-45-561 Bldg Maintenance Material	General Fund	Sallows Museum	Cultural and Leisure		
CARTER'S HOME HARDWARE & AP	BUILDING MAINTENANCE	30747/1	10/23/2025	32.24	
Total Sallows Museum:				801.89	
Total Cultural and Leisure Services:				26,414.60	
01-79-79-44-433 Other Advertising Services	General Fund	Marketing	Culture and Leisure		
FLAGSHIP PUBLISHING INC	ADVERTISEMENT	28554	09/12/2025	553.00	
01-79-79-44-479 CNTSVC Other	General Fund	Marketing	Culture and Leisure		
CARNEGIE ARTS CENTER	3RD PARTY TOURISM SERVICES	757767	10/01/2025	6,283.33	
01-79-79-44-479 CNTSVC Other	General Fund	Marketing	Culture and Leisure		
CARNEGIE ARTS CENTER	3RD PARTY TOURISM SERVICES	757766	11/01/2025	6,283.33	
01-79-79-44-479 CNTSVC Other	General Fund	Marketing	Culture and Leisure		
KEEP ALLIANCE BEAUTIFUL	ADVERTISING AUTUMN IN THE PAR	AUTUMN IN P	09/18/2025	100.00	
Total Marketing:				13,219.66	
01-79-80-44-441 Electricity	General Fund	Carhenge	Culture and Leisure		
PREMA	ELECTRICITY	757768	09/01/2025	157.63	
01-79-80-45-526 Other Supplies	General Fund	Carhenge	Culture and Leisure		
NEBRASKA TOTAL OFFICE	OFFICE SUPPLIES	0129847-001	10/20/2025	21.85	
01-79-80-46-626 Inventory Costs	General Fund	Carhenge	Culture and Leisure		
ADVERTISING SPECIALTIES LLC	SHIPPING ON MAGNETS	CM2199	10/15/2025	244.40	
Total Carhenge:				423.88	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
Total Culture and Leisure Services:				13,643.54	
Total General Fund:				65,666.93	
Electric Fund					
05-0000-07710 Merchandise Inventory	Electric Fund				
BORDER STATES ELECTRIC SUPPL	Perch Guard/Raptor Protector EMTL-	931349610	10/22/2025	633.44	
05-0000-07710 Merchandise Inventory	Electric Fund				
BORDER STATES ELECTRIC SUPPL	LED DUSK TO DAWN SECURITY LI	931349619	10/22/2025	1,715.85	
05-0000-07710 Merchandise Inventory	Electric Fund				
BORDER STATES ELECTRIC SUPPL	Conduit Guard PVC 3" PGU-310	931307043	10/15/2025	274.77	
05-0000-07710 Merchandise Inventory	Electric Fund				
BORDER STATES ELECTRIC SUPPL	Lug Alcon T4G4-500	931298746	10/14/2025	254.50	
05-0000-07710 Merchandise Inventory	Electric Fund				
BORDER STATES ELECTRIC SUPPL	Conduit PVC 2" SKD 40	931349623	10/22/2025	220.23	
05-0000-07710 Merchandise Inventory	Electric Fund				
CRESCENT ELECTRIC SUPPLY CO.	PVC Glue Cement	S513618186.0	10/09/2025	117.04	
05-0000-07710 Merchandise Inventory	Electric Fund				
IDEAL LINEN INC	PURELL	503782-1	10/17/2025	86.04	
05-0000-07710 Merchandise Inventory	Electric Fund				
WESCO DISTRIBUTION INC	#2 Deadend Grip #SG-4504	705367	10/15/2025	110.21	
05-0000-07710 Merchandise Inventory	Electric Fund				
WESCO DISTRIBUTION INC	Shrink Heat and Cold-3M-8452	705367	10/15/2025	477.90	
05-0000-07710 Merchandise Inventory	Electric Fund				
WESCO DISTRIBUTION INC	Stem Connector 3MSC0001	711481	10/20/2025	150.98	
05-0000-07710 Merchandise Inventory	Electric Fund				
WESCO DISTRIBUTION INC	Lug Alcon T4G4-500	718060	10/23/2025	56.28	
05-0000-07710 Merchandise Inventory	Electric Fund				
WESCO DISTRIBUTION INC	Wire Triplex #4 (Periwinkle-Overhead)	718059	10/23/2025	1,641.92	
05-0000-07710 Merchandise Inventory	Electric Fund				
RESCO	PDMNT 2000 KVA 277/480 3 PH	3090870	10/10/2025	66,517.36	
05-0000-07710 Merchandise Inventory	Electric Fund				
RESCO	Compression Connector ITT WR815	3091150	10/14/2025	106.61	
05-0000-07710 Merchandise Inventory	Electric Fund				
RESCO	15KV Surge Arrester	3091285	10/15/2025	3,656.26	
05-0000-07710 Merchandise Inventory	Electric Fund				
RESCO	Clamp, Hotline CH S1530	3091285	10/15/2025	405.74	
05-0000-07710 Merchandise Inventory	Electric Fund				
RESCO	COMP SLEEVE COVERS - C-5	3091091	10/14/2025	98.70	
05-0000-07710 Merchandise Inventory	Electric Fund				
RESCO	Conn Split Bolt 1H ITT (Bug)	3091089	10/14/2025	96.46	
05-0000-07710 Merchandise Inventory	Electric Fund				
RESCO	Compression Connector ITT WR389	3091305	10/15/2025	505.58	
05-0000-07710 Merchandise Inventory	Electric Fund				
RESCO	COMP SLEEVE COVER - C-7	3091285	10/15/2025	186.33	
05-0000-07710 Merchandise Inventory	Electric Fund				
RESCO	Clamp, Hotline CH S1520	3091091	10/14/2025	521.15	
Total :				77,833.35	
Total :				77,833.35	
05-51-50-44-421 Membership Dues	Electric Fund	Administration	Utility Superintenden		
ALLTRICITY NETWORK	DUES	300000994	10/17/2025	500.00	
05-51-50-44-444 Natural Gas	Electric Fund	Administration	Utility Superintenden		
BLACK HILLS ENERGY	7098 7521 63	OCTOBER 202	10/21/2025	227.53	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
05-51-50-59-915 Capital Outlay-Buildings BURNS & MCDONNELL ENGINEERI	Electric Fund ACM abatement assistance	Administration 187983-2	Utility Superintenden 10/21/2025	41,360.00	
Total Administration:				42,087.53	
05-51-52-42-294 Conferences, Cont Education HOLIDAY INN - HASTINGS	Electric Fund HOTEL	Transmission 44945512	Utility Superintenden 10/22/2025	110.00	
05-51-52-42-294 Conferences, Cont Education HOLIDAY INN - HASTINGS	Electric Fund HOTEL	Transmission 63529335	Utility Superintenden 10/22/2025	110.00	
05-51-52-46-658 Substation-Maintenance BERNIES ACE HARDWARE	Electric Fund SPLICE BUTT/DISML FINS	Transmission 326997	Utility Superintenden 10/21/2025	60.96	
05-51-52-46-658 Substation-Maintenance MDS POWER, INC.	Electric Fund ATEV-E10192-50 44" Floor Mounting	Transmission INV856021	Utility Superintenden 10/23/2025	873.00	
05-51-52-46-691 Purchased Power-WAPA MEAN	Electric Fund Purchased Power-WAPA	Transmission 310067	Utility Superintenden 10/13/2025	83,940.90	
05-51-52-46-692 Purchased Power-Mean MEAN	Electric Fund Purchased Power-MEAN	Transmission 310067	Utility Superintenden 10/13/2025	15.82	
05-51-52-46-692 Purchased Power-Mean MEAN	Electric Fund Purchased Power-MEAN	Transmission 310067	Utility Superintenden 10/13/2025	1,559.30	
05-51-52-46-692 Purchased Power-Mean MEAN	Electric Fund Purchased Power-MEAN	Transmission 310067	Utility Superintenden 10/13/2025	592,178.46	
05-51-52-46-692 Purchased Power-Mean SE MUNICIPAL PORTFOLIO LLC	Electric Fund Solar Energy	Transmission INV344	Utility Superintenden 10/01/2025	18,587.06	
05-51-52-46-693 Purchased Power-Wind Gen MEAN	Electric Fund Purchased Power-WIND	Transmission 310067	Utility Superintenden 10/13/2025	27,577.55	
Total Transmission:				725,013.05	
05-51-53-44-456 Cellular Telephone Expense FIRSTNET	Electric Fund ELECTRIC	Urban Distribution 287306230913	Utility Superintenden 10/03/2025	275.98	10/27/2025
05-51-53-44-457 Internet Operating Expense ALLO COMMUNICATIONS LLC	Electric Fund 123-761-0506 INTERNET SUB STATI	Urban Distribution 757774	Utility Superintenden 10/24/2025	59.00	
05-51-53-44-457 Internet Operating Expense ALLO COMMUNICATIONS LLC	Electric Fund 123-762-0097 INTERNET UTILITY FA	Urban Distribution 757774	Utility Superintenden 10/24/2025	109.00	
05-51-53-44-457 Internet Operating Expense ALLO COMMUNICATIONS LLC	Electric Fund 123-762-0098 INTERNET UTILITY FA	Urban Distribution 757774	Utility Superintenden 10/24/2025	427.80	
05-51-53-44-457 Internet Operating Expense ALLO COMMUNICATIONS LLC	Electric Fund 123-761-0355 INTERNET SUB STATI	Urban Distribution 757774	Utility Superintenden 10/24/2025	54.00	
05-51-53-44-457 Internet Operating Expense ALLO COMMUNICATIONS LLC	Electric Fund 123-762-0110 INTERNET SUB STATI	Urban Distribution 757774	Utility Superintenden 10/24/2025	57.00	
05-51-53-44-457 Internet Operating Expense ALLO COMMUNICATIONS LLC	Electric Fund 123-762-0089 INTERNET SCADA	Urban Distribution 757774	Utility Superintenden 10/24/2025	54.00	
05-51-53-44-457 Internet Operating Expense ALLO COMMUNICATIONS LLC	Electric Fund 123-761-0991	Urban Distribution 757774	Utility Superintenden 10/24/2025	102.00	
05-51-53-44-457 Internet Operating Expense ALLO COMMUNICATIONS LLC	Electric Fund 123-762-0031 INTERNET UTILITY FA	Urban Distribution 757774	Utility Superintenden 10/24/2025	2.00	
05-51-53-44-493 NRCNTSVC-Transformer Rep,Test ENVIRONMENTAL COMPLIANCE S	Electric Fund COMPLIANCE AUDIT AND ONE YEA	Urban Distribution 205906	Utility Superintenden 10/04/2025	1,695.00	
05-51-53-45-544 Small Tools, Equipment BORDER STATES ELECTRIC SUPPL	Electric Fund Electric Small Tools	Urban Distribution 931349601	Utility Superintenden 10/22/2025	96.24	
05-51-53-45-544 Small Tools, Equipment FARM PLAN	Electric Fund Tools	Urban Distribution 51499508	Utility Superintenden 10/14/2025	29.74	
05-51-53-45-544 Small Tools, Equipment CARTER'S HOME HARDWARE & AP	Electric Fund TOOLS	Urban Distribution 30693/1	Utility Superintenden 10/20/2025	28.49	
05-51-53-45-556 Parts-Vehicle, Mach, Equip BERNIES ACE HARDWARE	Electric Fund WIRE	Urban Distribution 326549	Utility Superintenden 10/14/2025	235.39	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
05-51-53-45-556 Parts-Vehicle, Mach, Equip DARREN'S CARQUEST AUTO PART	Electric Fund PARTS	Urban Distribution 2723-520256	Utility Superintenden 09/11/2025	434.65	
05-51-53-45-561 Bldg Maintenance Material BERNIES ACE HARDWARE	Electric Fund BUILDING MAINTENANCE MATERIA	Urban Distribution 326914	Utility Superintenden 10/20/2025	10.22	
05-51-53-45-561 Bldg Maintenance Material BERNIES ACE HARDWARE	Electric Fund BUILDING MAINTENANCE MATERIA	Urban Distribution 326881	Utility Superintenden 10/20/2025	14.97	
05-51-53-46-651 Electric Overhead Material WESCO DISTRIBUTION INC	Electric Fund Burndy Yss6RG2 Splice	Urban Distribution 718058	Utility Superintenden 10/23/2025	176.02	
05-51-53-46-652 Electric Underground Material BORDER STATES ELECTRIC SUPPL	Electric Fund 128 GAL POLYWATER LUBRICANT	Urban Distribution 931349630	Utility Superintenden 10/22/2025	61.42	
05-51-53-46-652 Electric Underground Material WESCO DISTRIBUTION INC	Electric Fund CMC SBA15-50 Stainless Steel Bolts	Urban Distribution 646919	Utility Superintenden 10/10/2025	593.85	
05-51-53-46-652 Electric Underground Material WESCO DISTRIBUTION INC	Electric Fund PEAK	Urban Distribution 707180	Utility Superintenden 10/16/2025	1,259.93	
Total Urban Distribution:				5,776.70	
Total Utility Superintendent:				772,877.28	
Total Electric Fund:				850,710.63	
Refuse Fund					
06-41-42-45-534 Safety Commodities FARM PLAN	Refuse Fund BOOTS	Refuse Collection 51499869	Public Works 10/15/2025	189.99	
06-41-42-45-534 Safety Commodities FARM PLAN	Refuse Fund BOOTS	Refuse Collection 51499871	Public Works 10/15/2025	199.99	
06-41-42-45-534 Safety Commodities FARM PLAN	Refuse Fund BOOTS	Refuse Collection 51501909	Public Works 10/21/2025	179.99	
06-41-42-45-534 Safety Commodities FARM PLAN	Refuse Fund BOOTS	Refuse Collection 51501910	Public Works 10/21/2025	139.99	
06-41-42-45-556 Parts-Vehicle, Mach, Equip DARREN'S CARQUEST AUTO PART	Refuse Fund PARTS	Refuse Collection 2723-523030	Public Works 10/16/2025	10.63	
06-41-42-45-556 Parts-Vehicle, Mach, Equip DARREN'S CARQUEST AUTO PART	Refuse Fund PARTS	Refuse Collection 2723-523035	Public Works 10/16/2025	21.26	
06-41-42-47-755 Keep Alliance Beautiful KEEP ALLIANCE BEAUTIFUL	Refuse Fund 1ST QTR INSTALLMENT	Refuse Collection 2025-2026-1	Public Works 10/15/2025	12,500.00	
Total Refuse Collection:				13,241.85	
Total Public Works:				13,241.85	
06-51-55-43-331 Professional Engineering Svcs SCS AQUATERRA	Refuse Fund Groundwater monitoring	Refuse Disposal 0546728	Public Works 07/31/2025	6,352.50	
06-51-55-43-331 Professional Engineering Svcs SCS AQUATERRA	Refuse Fund Groundwater monitoring	Refuse Disposal 0544240	Public Works 06/30/2025	7,950.00	
06-51-55-43-331 Professional Engineering Svcs SCS AQUATERRA	Refuse Fund engineering services	Refuse Disposal 0552602	Public Works 09/30/2025	10,571.90	
06-51-55-44-444 Natural Gas BLACK HILLS ENERGY	Refuse Fund 7095 5903 91	Refuse Disposal OCTOBER 202	Public Works 10/21/2025	406.68	
06-51-55-44-479 CNTSVC Other TRITLE PLUMBING INC	Refuse Fund PORTA JOHNS	Refuse Disposal 32207	Public Works 10/15/2025	170.00	
06-51-55-44-489 NRCNTSVC-Other Mach, Equip MURPHY TRACTOR	Refuse Fund 2017 JOHN DEERE 544K REPAIR FA	Refuse Disposal 2545424	Public Works 10/16/2025	3,976.03	
06-51-55-45-531 Uniforms IDEAL LINEN INC	Refuse Fund Uniforms	Refuse Disposal 11292670	Public Works 10/16/2025	129.38	
06-51-55-45-534 Safety Commodities FARM PLAN	Refuse Fund UNIFORMS, TOOLS	Refuse Disposal 51500324	Public Works 10/17/2025	82.37	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
06-51-55-45-544 Small Tools, Equipment FARM PLAN	Refuse Fund TOOLS	Refuse Disposal 51500359	Public Works 10/17/2025	32.93	
06-51-55-45-544 Small Tools, Equipment FARM PLAN	Refuse Fund TOOLS	Refuse Disposal 51501850	Public Works 10/21/2025	35.47	
06-51-55-45-553 Refuse-Fuel WESTCO	Refuse Fund BULK FUEL	Refuse Disposal U3326024	Public Works 10/14/2025	2,124.84	
06-51-55-45-556 Parts-Vehicle, Mach, Equip FARM PLAN	Refuse Fund PREMIX COOLANT FOR HEAVY EQ	Refuse Disposal P56830	Public Works 10/22/2025	87.28	
06-51-55-45-556 Parts-Vehicle, Mach, Equip FARM PLAN	Refuse Fund PARTS	Refuse Disposal 51502531	Public Works 10/23/2025	14.98	
06-51-55-45-556 Parts-Vehicle, Mach, Equip CARTER'S HOME HARDWARE & AP	Refuse Fund PARTS	Refuse Disposal 30733/1	Public Works 10/23/2025	8.79	
06-51-55-45-556 Parts-Vehicle, Mach, Equip CARTER'S HOME HARDWARE & AP	Refuse Fund PARTS	Refuse Disposal 30738/1	Public Works 10/23/2025	44.99	
06-51-55-45-556 Parts-Vehicle, Mach, Equip CARTER'S HOME HARDWARE & AP	Refuse Fund PARTS	Refuse Disposal 30707/1	Public Works 10/21/2025	3.59	
06-51-55-45-556 Parts-Vehicle, Mach, Equip CARTER'S HOME HARDWARE & AP	Refuse Fund PARTS	Refuse Disposal 30727/1	Public Works 10/22/2025	26.99	
06-51-55-45-556 Parts-Vehicle, Mach, Equip CARTER'S HOME HARDWARE & AP	Refuse Fund PARTS	Refuse Disposal 30761/1	Public Works 10/24/2025	4.99	
06-51-55-45-556 Parts-Vehicle, Mach, Equip MURPHY TRACTOR	Refuse Fund JOHN DEERE 524K FILTERS MAINT	Refuse Disposal 2544525	Public Works 10/15/2025	214.77	
06-51-55-45-556 Parts-Vehicle, Mach, Equip MURPHY TRACTOR	Refuse Fund JOHN DEERE 210P OIL CHANGE/SE	Refuse Disposal 2531922	Public Works 09/25/2025	61.24	
06-51-55-45-556 Parts-Vehicle, Mach, Equip MURPHY TRACTOR	Refuse Fund JOHN DEERE 210P OIL CHANGE/SE	Refuse Disposal 2531637	Public Works 09/24/2025	306.47	
06-51-55-59-950 Capital Outlay-Mach, Equip MURPHY TRACTOR	Refuse Fund lease payment on excavator	Refuse Disposal 3090421	Public Works 10/16/2025	47,927.71	
Total Refuse Disposal:				80,533.90	
Total Public Works:				80,533.90	
Total Refuse Fund:				93,775.75	
Sewer Fund					
07-52-58-44-425 Employment Required Licenses NE DEPT OF ENVIRONMENT AND E	Sewer Fund RENEWAL FEE - SWEDEEN	Sewer 54669	Public Works 10/03/2025	115.00	
07-52-58-44-425 Employment Required Licenses NE DEPT OF ENVIRONMENT AND E	Sewer Fund RENEWAL FEE - J. SEIDLER	Sewer 54895	Public Works 10/03/2025	115.00	
07-52-58-44-451 Telephone Line Expense ALLO COMMUNICATIONS LLC	Sewer Fund 308-762-4742 INTERNET	Sewer 757774	Public Works 10/24/2025	36.54	
07-52-58-44-456 Cellular Telephone Expense FIRSTNET	Sewer Fund WATER	Sewer 287306230913	Public Works 10/03/2025	149.45	10/27/2025
07-52-58-45-544 Small Tools, Equipment FARM PLAN	Sewer Fund Tools	Sewer 51502839	Public Works 10/24/2025	16.99	
07-52-58-45-556 Parts-Vehicle, Mach, Equip CARTER'S HOME HARDWARE & AP	Sewer Fund PARTS	Sewer 30645/1	Public Works 10/15/2025	27.47	
07-52-58-59-970 Capital Outlay-Other Improv K. L. WOOD & COMPANY LLC	Sewer Fund CONTRACTORS APPLICATION PAY	Sewer 757775	Public Works 10/28/2025	24,861.50	
Total Sewer:				25,321.95	
Total Public Works:				25,321.95	
Total Sewer Fund:				25,321.95	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
Water Fund					
08-0000-07710 Merchandise Inventory	Water Fund				
NORTHWEST PIPE FITTINGS INC	COMPRESION CURB STOPS	291570	10/10/2025	328.01	
Total :				328.01	
Total :				328.01	
08-52-51-43-335 Other Technical Services	Water Fund	Water Treatment	Public Works		
HOA SOLUTIONS INC	professional services to repair	well 1 a 13024	10/15/2025	5,246.06	
08-52-51-43-383 Water Testing Services	Water Fund	Water Treatment	Public Works		
NE PUBLIC HEALTH ENVIRONMENT	OTHERS TESTING	596106	10/15/2025	35.00	
08-52-51-44-424 Permits, Licenses	Water Fund	Water Treatment	Public Works		
NE DEPT OF ENVIRONMENT AND E	RENEWAL FEE - SWEDEEN	55661	10/03/2025	115.00	
08-52-51-44-424 Permits, Licenses	Water Fund	Water Treatment	Public Works		
NE DEPT OF ENVIRONMENT AND E	RENEWAL FEE - S. HORN	54587	10/03/2025	115.00	
08-52-51-44-424 Permits, Licenses	Water Fund	Water Treatment	Public Works		
NE DEPT OF ENVIRONMENT AND E	RENEWAL FEE - GRANT	54817	10/03/2025	115.00	
08-52-51-46-629 Other Chemicals	Water Fund	Water Treatment	Public Works		
HAWKINS INC	Chemical	7236215	10/23/2025	2,423.74	
Total Water Treatment:				8,049.80	
08-52-52-43-383 Water Testing Services	Water Fund	Distribution	Public Works		
NE PUBLIC HEALTH ENVIRONMENT	COLIFORM	596106	10/15/2025	105.00	
08-52-52-43-383 Water Testing Services	Water Fund	Distribution	Public Works		
NE PUBLIC HEALTH ENVIRONMENT	COLIFORM	596709	10/15/2025	15.00	
08-52-52-44-421 Membership Dues	Water Fund	Distribution	Public Works		
NE DEPT OF ENVIRONMENT AND E	RENEWAL FEE - E. GOSNELL	54008	10/03/2025	115.00	
08-52-52-45-511 Office Supplies	Water Fund	Distribution	Public Works		
QUILL CORPORATION	PENS/MARKERS	46289107	10/22/2025	41.89	
08-52-52-45-544 Small Tools, Equipment	Water Fund	Distribution	Public Works		
BERNIES ACE HARDWARE	PARTS	326927	10/20/2025	32.07	
08-52-52-45-544 Small Tools, Equipment	Water Fund	Distribution	Public Works		
BLOEDORN LUMBER - ALLIANCE	PARTS	9032665	10/06/2025	5.40	
Total Distribution:				314.36	
Total Public Works:				8,364.16	
Total Water Fund:				8,692.17	
Golf Course					
21-71-75-44-431 Legal, Public Notices	Golf Course	Golf Course	Cultural and Leisure		
ALLIANCE TIMES HERALD	PUBLIC NOTICE	757759	10/15/2025	8.06	
21-71-75-44-433 Other Advertising Services	Golf Course	Golf Course	Cultural and Leisure		
ST AGNES ACADEMY	YEARBOOK AD	109202502	09/25/2025	50.00	
21-71-75-44-444 Natural Gas	Golf Course	Golf Course	Cultural and Leisure		
BLACK HILLS ENERGY	8588 2648 38	OCTOBER 202	10/21/2025	81.43	
21-71-75-44-444 Natural Gas	Golf Course	Golf Course	Cultural and Leisure		
BLACK HILLS ENERGY	7929 1256 65	OCTOBER 202	10/21/2025	66.44	
21-71-75-45-526 Other Supplies	Golf Course	Golf Course	Cultural and Leisure		
FARM PLAN	OTHER SUPPLIES	51502684	10/24/2025	25.98	
21-71-75-45-526 Other Supplies	Golf Course	Golf Course	Cultural and Leisure		
CARTER'S HOME HARDWARE & AP	OTHER SUPPLIES	30531/1	10/04/2025	25.98	
21-71-75-45-551 Fuel,Oil,Lube-Veh,Mach,Equip	Golf Course	Golf Course	Cultural and Leisure		
WESTCO	CART BARN FUEL	U3325988	10/03/2025	812.40	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
21-71-75-45-551 Fuel,Oil,Lube-Veh,Mach,Equip WESTCO	Golf Course BULK FUEL MAINT SHOP	Golf Course U3325987	Cultural and Leisure 10/03/2025	743.88	
21-71-75-45-551 Fuel,Oil,Lube-Veh,Mach,Equip WESTCO	Golf Course BULK FUEL MAINT SHOP	Golf Course U3325986	Cultural and Leisure 10/03/2025	464.86	
21-71-75-45-556 Parts-Vehicle, Mach, Equip LL JOHNSON DIST CO	Golf Course STREET ALL ASSEMBLY	Golf Course 1168147-01	Cultural and Leisure 10/06/2025	188.87	
21-71-75-45-556 Parts-Vehicle, Mach, Equip LL JOHNSON DIST CO	Golf Course ASSEMBLY X MIPT	Golf Course 1168147-00	Cultural and Leisure 10/01/2025	108.68	
21-71-75-45-556 Parts-Vehicle, Mach, Equip DARREN'S CARQUEST AUTO PART	Golf Course PARTS	Golf Course 2723-522427	Cultural and Leisure 10/08/2025	12.54	
21-71-75-45-556 Parts-Vehicle, Mach, Equip DARREN'S CARQUEST AUTO PART	Golf Course PARTS	Golf Course 2723-521746	Cultural and Leisure 09/30/2025	61.12	
21-71-75-45-556 Parts-Vehicle, Mach, Equip DARREN'S CARQUEST AUTO PART	Golf Course PARTS	Golf Course 2723-523683	Cultural and Leisure 10/24/2025	83.88	
21-71-75-45-556 Parts-Vehicle, Mach, Equip TURFWERKS	Golf Course PARTS	Golf Course OI59021	Cultural and Leisure 09/16/2025	155.06	
21-71-75-45-558 Tires-Vehicle, Equipment TURFWERKS	Golf Course WHEEL RIM	Golf Course OC01741	Cultural and Leisure 09/11/2025	164.98-	
21-71-75-45-558 Tires-Vehicle, Equipment TURFWERKS	Golf Course WHEEL-JAC	Golf Course JI02320	Cultural and Leisure 09/04/2025	164.98	
21-71-75-45-574 Misc Grounds Maintenance FARM PLAN	Golf Course MISC GROUNDS	Golf Course 51499351	Cultural and Leisure 10/14/2025	18.13	
21-71-75-45-576 Herbicides, Pesticides WESTCO	Golf Course MUSTANG MAX	Golf Course 70-132446	Cultural and Leisure 09/23/2025	686.85	
21-71-75-46-625 Concession Supplies HARRIS SALES COMPANY	Golf Course CONCESSIONS	Golf Course 1186700	Cultural and Leisure 10/02/2025	108.63	
21-71-75-46-625 Concession Supplies HARRIS SALES COMPANY	Golf Course CONCESSIONS	Golf Course 1186621	Cultural and Leisure 09/25/2025	226.88	
21-71-75-46-625 Concession Supplies HARRIS SALES COMPANY	Golf Course CONCESSIONS	Golf Course 1186777	Cultural and Leisure 10/09/2025	17.81	
21-71-75-46-625 Concession Supplies HARRIS SALES COMPANY	Golf Course CONCESSIONS	Golf Course 1186855	Cultural and Leisure 10/16/2025	18.04	
21-71-75-46-625 Concession Supplies HARRIS SALES COMPANY	Golf Course CONCESSIONS	Golf Course 1186855	Cultural and Leisure 10/16/2025	55.30	
21-71-75-46-626 Inventory Costs ALL STAR PRO GOLF	Golf Course MERCHANDISE BAGS	Golf Course INV42877	Cultural and Leisure 09/08/2025	282.96	
21-71-75-46-626 Inventory Costs ACUSHNET COMPANY	Golf Course CLOTHING	Golf Course 921559261	Cultural and Leisure 10/02/2025	105.61	
21-71-75-46-626 Inventory Costs ACUSHNET COMPANY	Golf Course NET DOWN HOLIDAY PROMOTION	Golf Course 921602631	Cultural and Leisure 10/10/2025	45.50-	
21-71-75-46-626 Inventory Costs ACUSHNET COMPANY	Golf Course BALLS	Golf Course 921592362	Cultural and Leisure 10/09/2025	149.00	
21-71-75-46-626 Inventory Costs ACUSHNET COMPANY	Golf Course CLOTHING	Golf Course 921467032	Cultural and Leisure 09/19/2025	364.19	
21-71-75-46-626 Inventory Costs ACUSHNET COMPANY	Golf Course BAG	Golf Course 921494572	Cultural and Leisure 09/24/2025	199.50	
21-71-75-46-626 Inventory Costs HART GOLF	Golf Course MARKERS	Golf Course 7292	Cultural and Leisure 09/25/2025	825.00	
21-71-75-46-626 Inventory Costs HART GOLF	Golf Course PUTTER COVERS	Golf Course 7293	Cultural and Leisure 09/25/2025	543.44	
21-71-75-46-626 Inventory Costs TIFOSI OPTICS INC	Golf Course SUNGLASSES	Golf Course PSI0472176	Cultural and Leisure 07/09/2025	216.79	
21-71-75-46-626 Inventory Costs JF MANUFACTURING INC	Golf Course NEW GOLF STAND	Golf Course 61859	Cultural and Leisure 10/02/2025	3,212.01	
21-71-75-46-627 Special Order Costs ACUSHNET COMPANY	Golf Course SPECIAL ORDER JOHN MASER	Golf Course 921463111	Cultural and Leisure 09/18/2025	131.98	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
21-71-75-46-627 Special Order Costs	Golf Course	Golf Course	Cultural and Leisure		
ACUSHNET COMPANY	SPECIAL ORDER RENNIE FAILOR	921449770	09/16/2025	152.20	
21-71-75-46-627 Special Order Costs	Golf Course	Golf Course	Cultural and Leisure		
ACUSHNET COMPANY	SPECIAL ORDER JOHN MASER	921455865	09/17/2025	491.68	
21-71-75-46-627 Special Order Costs	Golf Course	Golf Course	Cultural and Leisure		
ACUSHNET COMPANY	SPECIAL ORDER BEN WOODS	921627328	10/16/2025	48.29	
21-71-75-46-627 Special Order Costs	Golf Course	Golf Course	Cultural and Leisure		
COBRA GOLF, INC.	SPECIAL ORDER SNYDER	X897832	08/19/2025	658.22	
Total Golf Course:				11,356.19	
Total Cultural and Leisure Services:				11,356.19	
Total Golf Course:				11,356.19	
Airport					
22-41-43-43-373 Contract Custodial Services	Airport	Airport Operations	Airport		
MELISA BRASS	TERMINAL CONTRACT CLEANING	957711	10/13/2025	1,248.00	
22-41-43-44-444 Natural Gas	Airport	Airport Operations	Airport		
BLACK HILLS ENERGY	9862 2110 07	OCTOBER 202	10/21/2025	55.25	
22-41-43-44-444 Natural Gas	Airport	Airport Operations	Airport		
BLACK HILLS ENERGY	6920 6237 05	OCTOBER 202	10/21/2025	81.80	
22-41-43-44-456 Cellular Telephone Expense	Airport	Airport Operations	Airport		
FIRSTNET	AIRPORT	287306230913	10/03/2025	92.90	10/27/2025
22-41-43-44-482 NRCNTSVC-Vehicle Repair Mtc	Airport	Airport Operations	Airport		
MACQUEEN EQUIPMENT LLC	MSA FLOW TEST	P56299	10/14/2025	615.00	
22-41-43-45-526 Other Supplies	Airport	Airport Operations	Airport		
CARTER'S HOME HARDWARE & AP	OTHER SUPPLIES	30666/1	10/17/2025	57.96	
22-41-43-45-544 Small Tools, Equipment	Airport	Airport Operations	Airport		
DARREN'S CARQUEST AUTO PART	TOOL FOR BLOWER BROOM	2723-523677	10/24/2025	67.32	
22-41-43-45-556 Parts-Vehicle, Mach, Equip	Airport	Airport Operations	Airport		
DARREN'S CARQUEST AUTO PART	PARTS	2723-523083	10/16/2025	71.48	
22-41-43-45-556 Parts-Vehicle, Mach, Equip	Airport	Airport Operations	Airport		
DARREN'S CARQUEST AUTO PART	PARTS	2723-523615	10/23/2025	31.20	
22-41-43-56-911 Runway Rejuvenation	Airport	Airport Operations	Airport		
H. W. LOCHNER INC	AIRPORT LAYOUT PLAN PROJECT	757765	10/01/2025	33,569.50	
22-41-43-56-911 Runway Rejuvenation	Airport	Airport Operations	Airport		
H. W. LOCHNER INC	AIRPORT LAYOUT PLAN PROJECT	757764	08/31/2025	17,313.00	
Total Airport Operations:				53,203.41	
Total Airport:				53,203.41	
Total Airport:				53,203.41	
Public Transit Fund					
23-72-71-44-411 Building, Office Rent	Public Transit Fund	Transit - Administration	Public Works		
CITY OF ALLIANCE	UTILITES	16254	09/30/2025	381.76	
23-72-71-44-451 Telephone Line Expense	Public Transit Fund	Transit - Administration	Public Works		
ALLO COMMUNICATIONS LLC	308-761-1112 PUBLIC TRANSIT	757774	10/24/2025	70.10	
23-72-71-44-456 Cellular Telephone Expense	Public Transit Fund	Transit - Administration	Public Works		
FIRSTNET	TRANSIT	287306230913	10/03/2025	432.45	10/27/2025
23-72-71-45-526 Other Nonoperating Sup/Expense	Public Transit Fund	Transit - Administration	Public Works		
NEBRASKA SAFETY AND FIRE EQU	EXTINGUISHER INSPECTION	106954	10/08/2025	154.00	
Total Transit - Administration:				1,038.31	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
Total Public Works:				1,038.31	
Total Public Transit Fund:				1,038.31	
Street Fund					
24-41-41-44-441 Electricity	Street Fund	Streets	Public Works		
COA UTILITIES	ELECTRIC	UTILITIES 10/2	10/27/2025	164.19	10/27/2025
24-41-41-44-456 Cellular Telephone Expense	Street Fund	Streets	Public Works		
FIRSTNET	STREETS	287306230913	10/03/2025	92.90	10/27/2025
24-41-41-44-486 NRCNTSVC-Veh, Equip, Tire Rep	Street Fund	Streets	Public Works		
KAISER TIRE	Tire Repair	22072	10/24/2025	40.00	
24-41-41-45-526 Other Supplies	Street Fund	Streets	Public Works		
DOLLAR GENERAL-CHARGED SAL	TRUNK OR TREAT CANDY	169377	10/24/2025	77.00	
24-41-41-45-543 Small Tools, Equipment	Street Fund	Streets	Public Works		
FARM PLAN	Tools	51502514	10/23/2025	15.99	
24-41-41-45-543 Small Tools, Equipment	Street Fund	Streets	Public Works		
FARM PLAN	Tools	51499503	10/14/2025	21.31	
24-41-41-45-543 Small Tools, Equipment	Street Fund	Streets	Public Works		
FARM PLAN	Tools	51500100	10/16/2025	159.99	
24-41-41-45-556 Parts-Vehicle, Mach, Equip	Street Fund	Streets	Public Works		
ALLIANCE TRACTOR & IMPLEMENT	COUPLING/BODY HAL	17974	10/24/2025	248.38	
24-41-41-45-556 Parts-Vehicle, Mach, Equip	Street Fund	Streets	Public Works		
ALLIANCE TRACTOR & IMPLEMENT	S7 GRADER REPAIRS-GREASEABL	580665R	10/22/2025	109.74	
24-41-41-45-556 Parts-Vehicle, Mach, Equip	Street Fund	Streets	Public Works		
BERNIES ACE HARDWARE	PARTS	327159	10/24/2025	11.58	
24-41-41-45-556 Parts-Vehicle, Mach, Equip	Street Fund	Streets	Public Works		
DARREN'S CARQUEST AUTO PART	PARTS	2723-523680	10/24/2025	197.00	
24-41-41-45-563 Cleaning Supplies	Street Fund	Streets	Public Works		
IDEAL LINEN INC	TOWELS	11293145	10/21/2025	55.00	
24-41-41-59-960 Capital Outlay-Vehicles	Street Fund	Streets	Public Works		
SHERWIN-WILLIAMS CO.	Paint Spray Machine with a Line Drive	6521-9	10/23/2025	17,370.00	
Total Streets:				18,563.08	
Total Public Works:				18,563.08	
Total Street Fund:				18,563.08	
Retired Senior Vol Program					
26-71-70-44-451 Telephone Line Expense	Retired Senior Vol P	Retired Senior Vol Program	Cultural and Leisure		
ALLO COMMUNICATIONS LLC	308-762-1293 INTERNET	757774	10/24/2025	17.53	
26-71-70-44-451 Telephone Line Expense	Retired Senior Vol P	Retired Senior Vol Program	Cultural and Leisure		
ALLO COMMUNICATIONS LLC	308-762-1293 INTERNET	757774	10/24/2025	17.53	
Total Retired Senior Vol Program:				35.06	
Total Cultural and Leisure Services:				35.06	
Total Retired Senior Vol Program:				35.06	
Adminstration Internal Service					
51-13-13-43-335 Other Technical Services	Adminstration Intern	Personnel	Personnel		
GOVERNMENT PROFESSIONAL SO	JOB POSTING	0000116	10/25/2025	12,500.00	
51-13-13-43-381 DOT Testing	Adminstration Intern	Personnel	Personnel		
BOX BUTTE GENERAL HOSPITAL	DRUG TESTING	75	10/13/2025	265.00	
51-13-13-44-423 Database Subscriptions	Adminstration Intern	Personnel	Personnel		
PAYLOCITY CORPORATION	COMPLETE HCM SOLUTION	INV3188684	10/20/2025	3,831.08	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
51-13-13-44-431 Legal, Public Notices	Administration Intern	Personnel	Personnel		
ALLIANCE TIMES HERALD	LEGAL AD - RETIREMENT	COMM M 757750	09/17/2025	9.76	
51-13-13-44-451 Telephone Line Expense	Administration Intern	Personnel	Personnel		
ALLO COMMUNICATIONS LLC	308-762-5400 PERSONNEL	757774	10/24/2025	12.09	
51-13-13-45-526 Other Supplies	Administration Intern	Personnel	Personnel		
DOCU-SHRED LLC	64 GALLON CONTAINER	18349	10/20/2025	5.00	
Total Personnel:				16,622.93	
Total Personnel:				16,622.93	
51-14-14-43-313 Other Attorney Fees	Administration Intern	Legal	Legal		
SANTANGELO LAW OFFICE, P.C.	TM - CARHENGGE	82291	06/30/2025	372.00	
51-14-14-43-313 Other Attorney Fees	Administration Intern	Legal	Legal		
REMBOLT LUDTKE LLP	UNION NEGOTIATIONS	7	09/30/2025	1,408.00	
Total Legal:				1,780.00	
Total Legal:				1,780.00	
51-17-17-44-451 Telephone Line Expense	Administration Intern	MIS	Technology		
ALLO COMMUNICATIONS LLC	308-762-5400 MIS	757774	10/24/2025	6.04	
51-17-17-44-451 Telephone Line Expense	Administration Intern	MIS	Technology		
CHARTER COMMUNICATIONS	176247201	176247201101	10/14/2025	15.82	
51-17-17-44-457 Internet Operating Expense	Administration Intern	MIS	Technology		
ALLO COMMUNICATIONS LLC	123-762-0071 INTERNET LIBRARY	757774	10/24/2025	54.00	
51-17-17-44-457 Internet Operating Expense	Administration Intern	MIS	Technology		
ALLO COMMUNICATIONS LLC	123-762-0026 INTERNET	757774	10/24/2025	109.00	
51-17-17-44-457 Internet Operating Expense	Administration Intern	MIS	Technology		
ALLO COMMUNICATIONS LLC	123-762-0025 INTERNET	757774	10/24/2025	109.00	
51-17-17-44-457 Internet Operating Expense	Administration Intern	MIS	Technology		
ALLO COMMUNICATIONS LLC	123-762-0092 INTERNET POLICE DE	757774	10/24/2025	139.00	
51-17-17-44-457 Internet Operating Expense	Administration Intern	MIS	Technology		
ALLO COMMUNICATIONS LLC	123-761-0029 INTERNET MUSEUM	757774	10/24/2025	104.00	
51-17-17-44-457 Internet Operating Expense	Administration Intern	MIS	Technology		
ALLO COMMUNICATIONS LLC	123-762-0033 INTERNET MUNICIPAL	757774	10/24/2025	250.00	
51-17-17-44-457 Internet Operating Expense	Administration Intern	MIS	Technology		
ALLO COMMUNICATIONS LLC	123-762-0062 INTERNET SALLOWS	757774	10/24/2025	104.00	
51-17-17-44-457 Internet Operating Expense	Administration Intern	MIS	Technology		
ALLO COMMUNICATIONS LLC	123-762-0032 INTERNET MUNICIPAL	757774	10/24/2025	267.38	
51-17-17-44-457 Internet Operating Expense	Administration Intern	MIS	Technology		
ALLO COMMUNICATIONS LLC	123-761-0004 INTERNET MUSEUM	757774	10/24/2025	55.00	
51-17-17-59-942 Computer System	Administration Intern	MIS	Technology		
BYTES COMPUTER	LIBRARY RACK CLEAN-UP	CW42206	10/02/2025	1,500.00	
Total MIS:				2,713.24	
Total Technology:				2,713.24	
51-21-21-44-451 Telephone Line Expense	Administration Intern	Accounting	Finance		
ALLO COMMUNICATIONS LLC	308-762-5400 ACCOUNTING	757774	10/24/2025	42.30	
51-21-21-44-456 Cellular Telephone Expense	Administration Intern	Accounting	Finance		
FIRSTNET	FINANCE	287306230913	10/03/2025	46.45	10/27/2025
51-21-21-44-470 Contractual Services	Administration Intern	Accounting	Finance		
EAKES INC	DOCMGT	INV695914	10/17/2025	319.00	
51-21-21-45-515 Profess Books, Education	Administration Intern	Accounting	Finance		
GOV'T FINANCE OFFICERS ASSN	MEMBERSHIP DUES	3122100	10/10/2025	199.00	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
Total Accounting:				606.75	
Total Finance:				606.75	
Total Administration Internal Service:				21,722.92	
Enterprise Internal Service					
55-21-23-44-451 Telephone Line Expense	Enterprise Internal S	Utility Customer Service	Finance		
ALLO COMMUNICATIONS LLC	308-762-5400 UTILITIES	757774	10/24/2025	42.30	
55-21-23-45-526 Other Supplies	Enterprise Internal S	Utility Customer Service	Finance		
DOCU-SHRED LLC	64 GALLON CONTAINER	18349	10/20/2025	15.00	
Total Utility Customer Service:				57.30	
Total Finance:				57.30	
55-51-56-44-451 Telephone Line Expense	Enterprise Internal S	Warehouse	Utility Superintendent		
ALLO COMMUNICATIONS LLC	308-762-1191 UTILITY FACILITY	757774	10/24/2025	70.10	
Total Warehouse:				70.10	
Total Utility Superintendent:				70.10	
Total Enterprise Internal Service:				127.40	
Health Care Internal Service					
57-81-81-42-231 Employee Life Insurance	Health Care Internal	Health Support	Personnel		
UNUM LIFE INSURANCE COMPANY	EMPLOYEE LIFE INSURANCE #091	OCTOBER-25	10/01/2025	860.68	10/27/2025
57-81-81-42-287 Employee Claims	Health Care Internal	Health Support	Personnel		
REGIONAL CARE, INC.	HEALTH CLAIMS	10202025-HC	10/20/2025	32,483.54	10/27/2025
57-81-81-42-287 Employee Claims	Health Care Internal	Health Support	Personnel		
ALLIANCE COMMUNITY PHARMAC	FLU SHOTS	757749	10/13/2025	850.00	
Total Health Support:				34,194.22	
Total Personnel:				34,194.22	
Total Health Care Internal Service:				34,194.22	
Grand Totals:				1,184,408.02	

Dated: _____

Mayor: _____

City Manager: _____

City Treasurer: _____

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
-------------------------------------	-----------------------------	--------------------------------------	------------------------------------	--	-----------

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

[Report].Invoice Number = {NOT LIKE} "757769" {AND} {NOT LIKE} "757771" {AND} {NOT LIKE} "757770"

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

COUNCIL PROCEEDINGS

The Alliance, Nebraska City Council met in a Regular Meeting on Tuesday, October 21, 2025 at 7:00 p.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.
2. Conducted a Public Hearing on the Final Plat for 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 6th Principal Meridian, Alliance, Box Butte County, Nebraska. Following the Public Hearing, Council Tabled the second reading of Ordinance No. 3005. Ayes: All. Motion carried.
3. Tabled the second reading of Ordinance No. 3007, which approves and amends 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. Ayes: All. Motion carried.
4. Approved Resolution No. 25-136, which approves the renewal of health insurance with UNUM, Regional Care, Inc. and Symetra as the City of Alliance's underwriters. Ayes: All. Motion carried.
5. Approved Resolution No. 25-137, which approves the employee health insurance renewal for medical, dental, vision, and in-lieu benefits. Ayes: All. Motion carried.
6. Approved Resolution No. 25-138, which appoints Shana Brown and Chief Troy Shoemaker to serve as interim City Manager(s) for the City of Alliance until such time that a full-time City Manager is appointed and begins work. Ayes: All. Motion carried.
7. Approved Resolution No. 25-139, which authorizes the City of Alliance to enter into a contract of service with Government Professional Services for the amount of \$22,500.00 to provide recruitment services for the position of City Manager for the City Alliance. Ayes: All. Motion carried.

Meeting adjourned at 7:44 p.m.

(SEAL)

John McGhehey, Mayor

Attest:

Ammie L. Bedient, City Clerk

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

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 THREE HUNDRED and 00/100^{THS} DOLLARS, to it in hand paid, does hereby, grant, bargain, sell convey and confirm unto:

**Audra R. Youman, Prece Youman Jr. and
Pamela Youman Strohman**

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

The South Half Northeast Quarter (S ½ NE ¼) Lot Seven (7), Section One (1), Block Seventeen (17); 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 4th day of November, 2025.

CITY OF ALLIANCE, a municipal corporation

By: _____
Mayor

Attest: _____
City Clerk

Approved as to form _____ City Attorney.

Cemetery Certificate

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 Dollars and 00/100^{THS} DOLLARS, to it in hand paid, does hereby, grant, bargain, sell convey and confirm unto:

Barbara J. Arnold

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

The Southeast Quarter (SE ¼) Lot Twenty (20), Section Five (5), Block Ten (10);
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 4th day of November, 2025.

CITY OF ALLIANCE, a municipal corporation

By: _____
Mayor

Attest: _____
City Clerk

Approved as to form _____ City Attorney.

Do not recreate or revise this document. Revisions and recreations will not be accepted. Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2025. Documents include the **original** Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT **by December 31, 2025.** **RECORD KEEPING:** NDOT recommends that the municipality keep a copy of everything you send to NDOT (*the forms and meeting minutes*) in a separate file for future reference.

RESOLUTION
SIGNING OF THE
YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT
2025

Resolution No. 25-140

Whereas: State of Nebraska Statutes, sections 39-2302, and 39-2511 through 39-2515 details the requirements that must be met in order for a municipality to qualify for an annual Incentive Payment; and

Whereas: The State of Nebraska Department of Transportation (NDOT) requires that each incorporated municipality must annually certify (by December 31st of each year) the appointment(s) of the City Street Superintendent(s) to the NDOT using the Year-End Certification of City Street Superintendent form; and

Whereas: The NDOT requires that each certification shall also include a copy of the documentation of the city street superintendent's appointment, i.e., meeting minutes; showing the appointment of the City Street Superintendent by their name as it appears on their License (if applicable), their License Number (if applicable), and Class of License (if applicable), and type of appointment, i.e., employed, contract (consultant, or interlocal agreement with another incorporated municipality and/or county), and the beginning date of the appointment; and

Whereas: The NDOT also requires that such Year-End Certification of City Street Superintendent form shall be signed by the Mayor or Village Board Chairperson and shall include a copy a resolution of the governing body authorizing the signing of the Year-End Certification of City Street Superintendent form by the Mayor or Village Board Chairperson.

Be it resolved that the Mayor Village Board Chairperson of _____
(Check one box.) (Print Name of Municipality)
is hereby authorized to sign the attached Year-End Certification of City Street Superintendent completed form(s).

Adopted this _____ day of _____, 20____ at _____, Nebraska.
(Date) (Month)

City Council/Village Board Members

City Council/Village Board Member _____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call _____ Yes _____ No _____ Abstained _____ Absent _____
Resolution adopted, signed, and billed as adopted.

Attest:

(Signature of Clerk)

Do not recreate or revise this document. Revisions and recreations will not be accepted. Copying this form is acceptable; see (3) below. Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2025. Documents include the original Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT by December 31, 2025. RECORD KEEPING: NDOT recommends that the municipality keep a copy of everything you send to NDOT (the forms and meeting minutes) in a separate file for future reference.

Year-End Certification of City Street Superintendent For Determining Incentive Payment in Calendar Year 2025

Separate forms may be needed to account for the entire year, see (3) below

This Form Covers the Following Period: _____, 2025 to _____, 2025
(Month) (Day) (Month) (Day)

*(1)(a) The municipality of _____ certifies that: _____
(Print name of City or Village) (Print name of Superintendent as it appears on license card if applicable)
was the appointed City Street Superintendent during the above period. **IF A NAME IS NOT ENTERED ABOVE (NO APPOINTED CITY STREET SUPERINTENDENT FOR THIS PERIOD), SKIP TO (2) BELOW.**

(b) the superintending services of the above listed individual were provided by: (Check one box)

- Employment with this Municipality
- Contract (consultant) with this Municipality
- Contract (interlocal agreement) between this Municipality and the following listed Municipality(ies) and/or County(ies)

(c) and the above listed individual assisted in the following: Reference Neb. Rev. Stat. §39-2512

1. Developing and annually updating a long-range plan based on needs and coordinated with adjacent local governmental units,
2. Developing an annual program for design, construction, and maintenance,
3. Developing an annual budget based on programmed projects and activities,
4. Submitting such plans, programs, and budgets to the local governing body for approval; and
5. Implementing the capital improvements and maintenance activities provided in the approved plans, programs, and budgets,

(d) the above listed individual also served as (Check all boxes that apply) city engineer village engineer
public works director city manager city administrator street commissioner

(e) If the above listed individual is a Licensed City Street Superintendent, enter their Superintendent's License Number S- _____ and Class of License _____, and/or
(A or B)

(f) If the above listed individual is a Licensed Engineer in Nebraska, enter their Engineer's License Number E- _____

(2) _____
Signature of Mayor Village Board Chairperson
(Check one box)

*(3) If during the calendar year your municipality (a) did not have an appointed City Street Superintendent for any portion(s) of the year; or (b) had one or more appointed City Street Superintendent(s) that were not licensed for any portion(s) of the year; or (c) had one or more appointed licensed City Street Superintendent(s) for any portion(s) of the year, please complete a separate Year-End Certification form for each period. Copy this form as needed to account for these separate periods.

(4) The payment amount will be computed based on (a) your most recent Federal Census as certified by the Tax Commissioner; (b) the number of full calendar months served by the appointed City Street Superintendent who is licensed or exempted from licensure under the Superintendents Act; (c) class of license, A or B if applicable; and (d) if the appointed City Street Superintendent assisted with the required duties in (1)(c) above. Reference Neb. Rev. Stat. §§39-2302 and 39-2511 through 39-2515.

(5) Failure to return by December 31, 2025, the Year-End Certification(s), Signing Resolution, and a copy of documentation of the appointment(s) of the superintendent(s) per the instructions will result in your municipality not receiving an Incentive Payment.



Return the completed original resolution and certification(s), and a copy of the documentation of appointment(s) by December 31, 2025 to:

Highway Local Liaison Coordinator
Boards-Liaison Services Section
Local Assistance Division
Nebraska Department of Transportation
PO Box 94759
Lincoln NE 68509-4759

SUPERINTENDENT(S) APPOINTMENT DOCUMENTATION

Attach Documentation of the City Street Superintendent(s) Appointment(s) for 2025 to the back of this Page: For most municipalities this information may be found in the **November or December 2024 or the January 2025 meetings minutes**. Some may involve mayoral appointments, or interlocal agreement (relinquishment of funds).

Call (402) 479-4436 or email NDOT.BLSHelp@Nebraska.gov if you have any questions about what to attach for documentation.

RECORD KEEPING: NDOT recommends that the municipality keep a copy of everything you send to NDOT (*the forms and meeting minutes*) in a separate file for future reference.

**Here is your new Class B license card.
If you have any questions, please call
the Board office (402) 479-4436**

Registrar Signature

**Nebraska Board of Examiners
for County Highway and
City Street Superintendents**

Ross Grant
holds a Class B license to practice as a
**County Highway & City Street
Superintendent**
in the State of Nebraska until
December 31, 2026

S-1658  Secretary

**Here is your new Class B license card.
If you have any questions, please call
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Registrar Signature

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holds a Class B license to practice as a
**County Highway & City Street
Superintendent**
in the State of Nebraska until
December 31, 2026

S-1658  Secretary

Narrative

November 4, 2025



RESOLUTION - Approve change order for K.L. Wood and Co. for completion of work on well water line abandonment.



K.L. Wood and Company is in the process of extending the Sewer Main on 2nd Street. This area of our community is rated as blighted and substandard. Staff recommended the extension of a Sewer Main to ensure all of the properties in this area had access to sewer service. Another project in this year's CIP project list is to pave a section of road effected by this project which is currently gravel but surrounded by paved roadway.

There is currently a 4" water main in the center of the roadway which was installed in 1910. The 8" water main to the north of the road was installed in 1949 and is not under the proposed paved section. While K. L. Wood and Company is on site and has the area excavated and road closed staff recommends the work be completed. This work includes abandoning the older 4" pipe and making sure all residents are connected to the 8" main. This will ensure the new pavement section will not have to be cut and removed for any future Water Main repair needs. The estimated change order amount is \$54,375.00

RECOMMENDATION: APPROVE USE OF FUNDS IN THE AMMOUNT OF \$54,375.00 FROM GL # 08-52-52-59-970 AND APPROVE CHANGE ORDER FOR WATER MAIN ABANDONMENT AS PART OF THE SEWER MAIN EXTENSION PROJECT..

RESOLUTION NO. 25-141

WHEREAS, The City of Alliance desires to remove a portion of the current 4” water main located on 2nd Street as part of the Sewer Extension project awarded to K.L. Wood and Company in preparation for paving the roadway; and

WHEREAS, Staff recommends to take advantage of K.L. Wood and Company being on site doing sewer line work to abandon the older 4” pipe and switch all customers to the newer 8” water main in the area to avoid cutting the new paving during potential 4” water main repairs; and

WHEREAS, The City of Alliance has received a Change Order from K.L. Wood to perform the proposed additional work.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Alliance, Nebraska, that Change Order Number #1 for the 2nd Street Sewer Extension Project is hereby approved in the amount of Fifty-Four Thousand Three Hundred Seventy-Five Dollars and NO/100ths (\$54,375) for the removal of 4” water main and water line taps to be paid for from GL #08-52-52-59-970 Capital Outlay – Other Improvements.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Mayor and City Council of Alliance, Nebraska, that the Mayor is hereby authorized to execute Change Order #1 on behalf of the City of Alliance.

PASSED AND APPROVED this 4th day of November, 2025.

John McGhehey, Mayor

(SEAL)

Attest: _____
Ammie L. Bedient, City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Office, Legal Counsel

Date of Issuance: 10/23/2025
 Owner: City of Alliance
 Contractor: KL Wood & Co.
 Engineer: M.C. Schaff & Associates, Inc.
 Project: 2nd Street Sanitary Sewer Extension

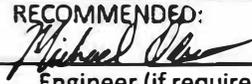
Effective Date: 10/23/2025
 Owner's Contract No.:
 Contractor's Project No.:
 Engineer's Project No.: RM240262-00
 Contract Name: 2nd Street Sanitary Sewer Extension

The Contract is modified as follows upon execution of this Change Order:

Description: Abandonment of 4" water main along 2nd Street between Platte and Toulca.

Attachments: Unit Costs for Abandonment

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>{note changes in Milestones if applicable}</i>
Original Contract Price: \$ <u>112,290.00</u>	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
{Increase} {Decrease} from previously approved Change Orders No. ___ to No. ___: \$ _____	{Increase} {Decrease} from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>112,290.00</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
{Increase} {Decrease} of this Change Order: \$ <u>54,375.00</u>	{Increase} {Decrease} of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ <u>166,665.00</u>	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

<p>RECOMMENDED:</p> <p>By: <u></u> Engineer (if required)</p> <p>Title: <u>Project Engineer</u></p> <p>Date: <u>10/23/2025</u></p>	<p>ACCEPTED:</p> <p>By: _____ Owner (Authorized Signature)</p> <p>Title: _____</p> <p>Date: _____</p>	<p>ACCEPTED:</p> <p>By: _____ Contractor (Authorized Signature)</p> <p>Title: _____</p> <p>Date: _____</p>
--	--	---

Approved by Funding Agency (if applicable)

By: _____ Date: _____
 Title: _____

4" Water Main Abandonment - 2nd Street

Item	Description	Quantity	Unit Price		Extension
1	4" Cap on Existing Main or Tee	2 EA	<u>2900⁰⁰</u>	/ EA	<u>5800⁰⁰</u>
2	Abandon Valve Manhole	1 EA	<u>1500⁰⁰</u>	/ EA	<u>1500⁰⁰</u>
3	Service Connections (8"x1" service saddle, corp. connection to existing service, and 10' of service pipe.)	11 EA	<u>3100⁰⁰</u>	/ EA	<u>34,100⁰⁰</u>
4	Remove and Replace Pavement	215 SF	<u>25⁰⁰</u>	/ SF	<u>5375⁰⁰</u>
5	Remove and Replace Curb and Gutter	8 LF	<u>100⁰⁰</u>	/ LF	<u>800⁰⁰</u>
7	Connect Existing Hydrant to 8" Main (Include 8x6 Tee, 5' of 6" pipe, 8" Sleeve, and 3' of 8" pipe)	2 EA	<u>3400⁰⁰</u>	/ EA	<u>6800⁰⁰</u>

Estimated Construction Cost **\$54,375.00**

4" Water Main Abandonment - 2nd Street

Item	Description	Quantity	Unit Price	Extension
1	4" Cap on Existing Main or Tee	2 EA	\$2,500.00 / EA	\$5,000.00
2	Abandon Valve Manhole	1 EA	\$800.00 / EA	\$800.00
3	Service Connections (8"x1" service saddle, corp, connection to existing service, and 10' of service pipe.)	11 EA	\$2,000.00 / EA	\$22,000.00
4	Remove and Replace Pavement	215 SF	\$15.00 / SF	\$3,225.00
5	Remove and Replace Curb and Gutter	8 LF	\$75.00 / LF	\$600.00
6	Connect Existing Hydrant to 8" Main (Include 8x6 Tee, 5' of 6" pipe, 8" Sleeve, and 3' of 8" pipe)	2 EA	\$3,500.00 / EA	\$7,000.00
Estimated Construction Cost				\$38,625.00

Narrative

November 4, 2025



RESOLUTION -GRAYKEY ANNUAL LICENSE

The Alliance Police Department has made extensive use of the GrayKey computer for data forensic services, not only benefiting our agency but also providing assistance to several external agencies. This technology allows investigators to uncover crucial evidence from electronic devices, mainly cellular phones. This evidence has been critical to investigators in recent cases involving child abuse, child pornography, as well as drug trafficking.

GrayKey has become an essential tool for law enforcement, enabling our agency to resolve certain cases that might otherwise remain unsolved.

This purchase will be for the GrayKey annual license which provides access to the capabilities of digital forensics for cellular phones.

This will be charged to the Police Operations budget, Line Item:
Investigator's Expense G/L 01-31-32-43-374.

RECOMMENDATION: APPROVE THE PURCHASE OF THE GRAYKEY ANNUAL LICENSE FOR \$34,760.00.

RESOLUTION NO. 25-142

WHEREAS, The City of Alliance Police Department serves and protects the Community from crimes and violence; and

WHEREAS, The Alliance Police Department continues to work in combating sensitive crimes such as child pornography; and

WHEREAS, The Alliance City Council finds it in the best interest of the Community to renew the software contract with GrayKey Technology.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Alliance, Nebraska, authorizes the software renewal for the GrayKey annual license, in the total amount of Thirty-Four Thousand Seven Hundred Sixty Dollars and NO/100ths (\$34,760).

BE IT FURTHER RESOLVED, that the software renewal for the GrayKey annual license be funded as follows: \$34,760.00 from GL # 01-31-32-43-374 Investigators Expense.

PASSED AND APPROVED this 4th day of November, 2025.

John McGhehey, Mayor

(SEAL)

Attest: _____
Ammie L. Bedient, City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Office, Legal Counsel



Magnet Forensics, LLC
 931 Monroe Drive NE, Suite A102-340
 Atlanta GA 30308
 Phone: 1-844-638-7884
www.magnetforensics.com

Invoice

#SIN085987

Bill To

Kirk Felker
 Alliance Police Department (NE)
 512 Niobrara, PO Box D
 Alliance NE 69301
 United States

Ship To

Kirk Felker
 Alliance Police Department (NE)
 512 Niobrara, PO Box D
 Alliance NE 69301
 United States

Invoice Date: 29 Sep 2025

Due Date: 29 Oct 2025

Quote: Q-371844

Contract: C-00106856

End User

Alliance Police Department (NE)

Terms

Net 30

PO #

Q-371844

Currency

USD

Item

Contract Term

Quantity

Rate

Amount

GKL-ONF-AD

GrayKey License - Advanced

12/23/2025 - 12/22/2026

1

\$34,760.00

\$34,760.00

SH

Shipping & Handling

1

\$0.00

\$0.00

Subtotal

USD \$34,760.00

Tax Total (%)

USD \$0.00

Total

USD \$34,760.00

Amount Paid

USD \$0.00

Amount Due

USD **\$34,760.00**

TIN: 813806753
 DUNS number: 081045174
 CAGE Code: 7R0W9

Banking Information

ACH Payments:

ABA: 072000326
 Account: 915239880

Wire Payments:

ABA: 021000021
 Account: 915239880
 SWIFT Code: CHASUS33

Check Payments:

Magnet Forensics LLC
 P.O. Box 737312
 Dallas, TX 75373-7312

Bank Address:

JP Morgan Chase
 383 Madison Avenue
 New York, NY 10017

P.O. # _____
 APPROVED FOR PAYMENT
01-31-32-43-374
 APPROVED NUMBER
 DATE 10/27/25 BY _____

Narrative

November 4th, 2025



RESOLUTION – APPROVAL TO PURCHASE 17 Glock Pistols

Background:

The Alliance Police Department made a decision to replace issued Glock handguns in FY25. These handguns are well over 10 years old, which is the recommended timeframe for replacement. The department was able to secure a generous trade-in on our existing Glock handguns, bringing the total expenditure down to \$5,323.00. The agreement was to trade 22 used handguns and purchase 17 new pistols. This was approved in FY25. Unfortunately, due to circumstances beyond our control, the weapons did not ship and we were not invoiced in FY25.

The weapons have now arrived, and the invoice must be paid. The Alliance Police Department has approximately \$12,000.00 spending authority remaining in GL 01-31-32-59-950. This is due to the fact that our rifle purchase came in well below our estimated cost.

Recommendation:

Staff recommends approval of \$5,323.00 from GL 01-31-32-59-950 to pay the invoice for the Glock handguns. We initially received approval for \$45,000.00 in this GL to purchase patrol rifles, which had a final cost of \$33,000.00.

Resolution No. 25-143

WHEREAS, The City of Alliance Police Department desires to replace and upgrade seventeen (17) Glock handguns currently in use by the officers of the Department; and

WHEREAS, The City of Alliance Police Department is in need of new Glock handguns for the officers of the Department as several of the current handguns are more than ten years old and have been deemed unsafe for continued use; and

WHEREAS, Kiesler Police Supply quoted seventeen (17) patrol rifles in the amount of Five Thousand Three Hundred Twenty-Three Dollars and NO/100ths (\$5,323); and

WHEREAS, The quote from Kiesler Police Supply also includes a trade-in allowance of \$6,500 for the twenty-two (22) handguns currently owned by the Alliance Police Department.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of Alliance, Nebraska, that the quote of Kiesler Police Supply for the purchase of seventeen (17) Glock handguns along with the trade-in allowance for twenty-two (22) handguns be accepted for a net purchase price of Five Thousand Three Hundred Twenty-Three Dollars and NO/100ths (\$5,323).

BE IT FURTHER RESOLVED, that the City Manager is authorized to carry out the actions necessary for the purchase from Kiesler Police Supply for seventeen (17) Glock handguns purchase in the amount of Five Thousand Three Hundred Twenty-Three Dollars and NO/100ths (\$5,323) from GL # 01-31-32-59-950.

PASSED AND APPROVED this 4th day of November, 2025.

John McGhehey, Mayor

(SEAL)

Attest: _____
Ammie L. Bedient, City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Office, Legal Counsel



KIESLER POLICE SUPPLY
 2802 SABLE MILL RD
 JEFFERSONVILLE, IN 47130

Bill-to Customer
 ALLIANCE POLICE DEPARTMENT
 512 NIOBRARA AVE.
 ALLIANCE, NE 69301

Ship-to Address
 ALLIANCE POLICE DEPARTMENT
 512 NIOBRARA AVE.
 ALLIANCE, NE 69301

Your Reference			
External Document No.	SO241668 / RA6014	Tax Registration No.	
Shipment Method	Standard	Salesperson	JENNIFER
Currency	USD	Email	
Invoice	S1105621	Home Page	
Document Date	April 15, 2025	Phone No.	

No.	Item	Quantity	Unit of Measure	Unit Price	Amount
KIESLER NOTE	---PREBILL - DEPT TO OWE AFTER TRADES APPLIED = \$5,323.00	1	EACH	0.00	0.00
KIESLER GLOCK ETA	----- GLOCK PISTOL DROP SHIP LEAD TIMES ----- (ALL PROPER PAPERWORK MUST BE REC'D) STANDARD ORDER: 90-120 DAYS ARO DIRECT MOUNT PACKAGES: 120-150 DAYS ARO SPECIAL REQUEST (EX: SN, ENGRAVING, ETC.): 150-180 DAYS ARO ---THESE ARE APPROX. & SUBJECT TO CHANGE W/O NOTICE---	1 0 0 0 0 0	EACH	0.00 0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00
GLOCPA475SB02MOS8A3	GLOCK 47MOS8 GEN5 9MM PISTOL BLACK, FRONT SERRATIONS, AMERIGLO NON-TRITIUM FRONT/REAR STANDARD HEIGHT SIGHTS, W/ AIMPOINT COA OPTIC, 5.5LB TOAKE -DS	15 0 0 0 0	EACH	732.00 0.00 0.00 0.00 0.00	10,980.00 0.00 0.00 0.00 0.00
GLOCPA175S7	GLOCK 17 GEN5 9MM PISTOL BLACK, FRONT SERRATIONS, GLOCK NIGHT SIGHTS -SHIP FROM STOCK	2 0 0 0	EACH	409.00 0.00 0.00 0.00	818.00 0.00 0.00 0.00
SHIPPING	SHIPPING CHARGE (2 - G17)	1 0	EACH	25.00 0.00	25.00 0.00
KIESLER NOTE	(22) USED GLOCK 22 -\$245 EA, TOTAL = -\$5390	22 0 0	EACH	-245.00 0.00 0.00	-5,390.00 0.00 0.00
KIESLER NOTE	TRADE VALUE: 4000 RDS HORNADY CRITICAL DUTY (740) -\$740 TOTAL	1 0	EACH	-740.00 0.00	-740.00 0.00

KIESLER POLICE SUPPLY FFL# 4-35-019-11-7M-08220

RETURNED GOODS POLICY

No returned goods will be accepted without prior consent. Any packages returned without properly displaying a return authorization number will be refused. Returns subject to up to 25% restocking fee

DEFECTIVE MERCHANDISE POLICY

We are not a warranty repair station for any manufacturer. Returns of defective merchandise must be made directly to the manufacturer for repair or replacement.

DAMAGED GOODS POLICY

Claims of shortages or damaged shipments must be made immediately upon receipt of shipment.



KIESLER POLICE SUPPLY
 2802 SABLE MILL RD
 JEFFERSONVILLE. IN 47130

Bill-to Customer
 ALLIANCE POLICE DEPARTMENT
 512 NIOBRARA AVE.
 ALLIANCE, NE 69301

Ship-to Address
 ALLIANCE POLICE DEPARTMENT
 512 NIOBRARA AVE.
 ALLIANCE, NE 69301

Your Reference			
External Document No.	SO241668 / RA6014	Tax Registration No.	
Shipment Method	Standard	Salesperson	JENNIFER
Currency	USD	Email	
Invoice	S1105621	Home Page	
Document Date	April 15, 2025	Phone No.	

		0		0.00	0.00
KIESLER NOTE	TRADE VALUE: 2000 RDS AGUILA 180GR FMJ (370)	1	EACH	-370.00	-370.00
	-\$370 TOTAL	0		0.00	0.00
		0		0.00	0.00
KIESLER PREBILL NOTE	AS OF TODAY'S DATE KIESLER POLICE SUPPLY, INC. HAS	1	EACH	0.00	0.00
	NOT RECEIVED THE TRADES MENTIONED & APPLIED	0		0.00	0.00
	BELOW.				
	THIS INVOICE IS SUBJECT TO CHANGE IF WE DO NOT	0		0.00	0.00
	RECEIVE THE QUANTITY AGREED UPON ORIGINALLY	0		0.00	0.00
		0		0.00	0.00
KIESLER DISCLAIMER	THIS QUOTE/ORDER IS BASED ON CURRENT MARKET	1	EACH	0.00	0.00
	CONDITIONS				
	AND TARIFF RATES AS OF THE DATE LISTED ON QUOTE.	0		0.00	0.00
	WE RESERVE THE RIGHT TO ADJUST THE FINAL PRICE	0		0.00	0.00
	TO REFLECT ANY UNFORESEEN CHANGES IN TARIFFS	0		0.00	0.00
	OR OTHER APPLICABLE TAXES THAT MAY OCCUR	0		0.00	0.00
	BETWEEN THE DATE OF THIS QUOTE AND THE DATE	0		0.00	0.00
	OF DELIVERY. WE WILL NOTIFY YOU OF ANY SUCH	0		0.00	0.00
	PRICE ADJUSTMENTS AS SOON AS POSSIBLE.	0		0.00	0.00

Total USD	5,323.00
Tax Amount	0.00
Total USD Incl. Tax	5,323.00

KIESLER POLICE SUPPLY FFL# 4-35-019-11-7M-08220

RETURNED GOODS POLICY

No returned goods will be accepted without prior consent. Any packages returned without properly displaying a return authorization number will be refused. Returns subject to up to 25% restocking fee

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DAMAGED GOODS POLICY

Claims of shortages or damaged shipments must be made immediately upon receipt of shipment

RESOLUTION NO. 25-144

WHEREAS, The City of Alliance desires to enter into an Agreement for Contribution with Box Butte Development Corporation for the promotion of economic growth of Alliance and the improvement of the quality of life for all its citizens; and

WHEREAS, Box Butte Development Corporation has requested financial support from the City of Alliance to permit Box Butte Development Corporation to implement its program; and

WHEREAS, The Agreement provides that the City shall make an annual contribution to Box Butte Development Corporation in the amount of One Hundred Nine Thousand Five Hundred Fifty Dollars and NO/100ths (\$109,550) to be paid in quarterly installments; and

WHEREAS, The City of Alliance believes that participating in the funding of Box Butte Development Corporation is in the best interest of the citizens of Alliance.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Alliance, Nebraska, that the Mayor is hereby authorized to enter into the Agreement for Contribution with Box Butte Development Corporation and staff is authorized to make payments accordingly.

PASSED AND APPROVED this 4th day of November, 2025.

John McGhehey, Mayor

(SEAL)

Attest: _____
Ammie L. Bedient, City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Office, Legal Counsel

RESOLUTION NO. 25-145

WHEREAS, The City of Alliance desires to enter into an Agreement for Contribution with the Chamber of Commerce for the promotion of Alliance and the improvement of the quality of life for all its citizens; and

WHEREAS, The Chamber of Commerce has requested financial support from the City of Alliance to permit the Chamber of Commerce to implement its program; and

WHEREAS, The Agreement provides that the City shall make an annual contribution to the Chamber of Commerce in the amount of Twenty Thousand Dollars and NO/100ths (\$20,000) to be paid in quarterly installments; and

WHEREAS, The City of Alliance believes that participating in the funding of the Chamber of Commerce is in the best interest of the citizens of Alliance.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Alliance, Nebraska, that the Mayor is hereby authorized to enter into the Agreement for Contribution with the Chamber of Commerce and staff is authorized to make payments accordingly.

PASSED AND APPROVED this 4th day of November, 2025.

John McGhehey, Mayor

(SEAL)

Attest: _____
Ammie L. Bedient, City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Office, Legal Counsel

RESOLUTION NO. 25-146

WHEREAS, The City of Alliance desires to enter into an Agreement for Contribution with the Keep Alliance Beautiful for the promotion of Alliance and the improvement of the quality of life for all its citizens; and

WHEREAS, The Keep Alliance Beautiful has requested financial support from the City of Alliance to permit the Keep Alliance Beautiful to implement its program; and

WHEREAS, The Agreement provides that the City shall make an annual contribution to the Keep Alliance Beautiful in the amount of Fifty Thousand Dollars and NO/100ths (\$50,000) to be paid in quarterly installments; and

WHEREAS, The City of Alliance believes that participating in the funding of the Keep Alliance Beautiful is in the best interest of the citizens of Alliance.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Alliance, Nebraska, that the Mayor is hereby authorized to enter into the Agreement for Contribution with the Keep Alliance Beautiful and staff is authorized to make payments quarterly.

PASSED AND APPROVED this 4th day of November, 2025.

John McGhehey, Mayor

(SEAL)

Attest: _____
Ammie L. Bedient, City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Office, Legal Counsel

RESOLUTION NO. 25-147

WHEREAS, The City of Alliance desires to enter into an Agreement for Contribution with the Panhandle Area Development District (PADD) for the promotion of Alliance and the improvement of the quality of life for all its citizens; and

WHEREAS, Panhandle Area Development District (PADD) has requested financial support from the City of Alliance to permit Panhandle Area Development District (PADD) to implement its program; and

WHEREAS, The Agreement provides that the City shall make an annual contribution to the Panhandle Area Development District (PADD) in the amount of Six Thousand Five Hundred Eighty-One Dollars and 30/100 (\$6,581.30) to be paid in one lump sum; and

WHEREAS, The City of Alliance believes that participating in the funding of Panhandle Area Development District (PADD) is in the best interest of the citizens of Alliance.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Alliance, Nebraska, that the Mayor is hereby authorized to enter into the Agreement for Contribution with the Panhandle Area Development District (PADD) and staff is authorized to make such payment.

PASSED AND APPROVED this 4th day of November, 2025.

John McGhehey, Mayor

(SEAL)

Attest: _____
Ammie L. Bedient, City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Office, Legal Counsel

RESOLUTION NO. 25-148

WHEREAS, The City of Alliance desires to enter into an Agreement for Contribution with the Heartland Expressway for the promotion of Alliance and the improvement of the quality of life for all its citizens; and

WHEREAS, The Heartland Expressway has requested financial support from the City of Alliance to permit the Heartland Expressway to implement its program; and

WHEREAS, The Agreement provides that the City shall make an annual contribution to the Heartland Expressway in the amount of Two Thousand Nine Hundred Thirty-Four Dollars and 36/100ths (\$2,934.36) to be paid in one lump sum; and

WHEREAS, The City of Alliance believes that participating in the funding of the Heartland Expressway is in the best interest of the citizens of Alliance.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Alliance, Nebraska, that the Mayor is hereby authorized to enter into the Agreement for Contribution with the Heartland Expressway and staff is authorized to make the payment accordingly.

PASSED AND APPROVED this 4th day of November, 2025.

John McGhehey, Mayor

(SEAL)

Attest: _____
Ammie L. Bedient, City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Office, Legal Counsel

RESOLUTION NO. 25-149

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

Recital:

- A. The City and Terry L. Garton and Juli A. Garton (“Buyers”), are the parties to the Real Estate Purchase Contract (the “Contract”) relating to the following real estate:

Lots 1, 2, 5, 6, 13, 14, 15, 16, and 17, Block 4; Lot 1, Block 6; Lot 1, Block 7; Lots 1, 11 and 12, Block 5; and Lot 10A, Block 5, a Replat of Lots 9 and 10, all in Replat of Homestead Second Addition and a Portion of Homestead Third Addition, City of Alliance, Box Butte County Nebraska.

- B. Buyers have requested to extend the closing date in the Contract.

Resolved:

1. The City Council approves the Amendment to Real Estate Purchase Contract (“Amendment”) extending the closing date under the Contract to on or before December 30, 2025.
2. The Mayor is authorized and directed to execute the Amendment and any other documents, and take such further actions, as are necessary to carry out the purposes and intent of the Contract, as amended by the Amendment.
3. This Resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED this 4th day of November, 2025.

(SEAL)

John McGhehey, Mayor

Attest: _____
Ammie L. Bedient, City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Office, Legal Counsel

Report Criteria:

Invoices with totals above \$0 included.
Paid and unpaid invoices included.
[Report].Invoice Number = 757769
[Report].Invoice Number = {OR} {IS NULL}

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
General Fund					
01-10-10-42-294 Conferences, Cont Education	General Fund	City Council	City Council		
JOHN MCGHEHEY	MILEAGE	757769	09/24/2025	513.80	
Total City Council:				513.80	
Total City Council:				513.80	
Total General Fund:				513.80	
Grand Totals:				513.80	

Dated: _____

Mayor: _____

City Manager: _____

City Treasurer: _____

Report Criteria:

Invoices with totals above \$0 included.
 Paid and unpaid invoices included.
 [Report].Invoice Number = 757771
 [Report].Invoice Number = {OR} {IS NULL}

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
General Fund					
01-10-10-42-294 Conferences, Cont Education TEARZA MASHBURN	General Fund MEALS	City Council 757771	City Council 09/26/2025	67.67	
01-10-10-42-294 Conferences, Cont Education TEARZA MASHBURN	General Fund LODGING	City Council 757771	City Council 09/26/2025	256.65	
01-10-10-42-294 Conferences, Cont Education TEARZA MASHBURN	General Fund MILEAGE	City Council 757771	City Council 09/26/2025	513.80	
01-10-10-42-294 Conferences, Cont Education TEARZA MASHBURN	General Fund PARKING	City Council 757771	City Council 09/26/2025	64.50	
Total City Council:				902.62	
Total City Council:				902.62	
Total General Fund:				902.62	
Grand Totals:				902.62	

Dated: _____

Mayor: _____

City Manager: _____

City Treasurer: _____

Report Criteria:

Invoices with totals above \$0 included.
Paid and unpaid invoices included.
[Report].Invoice Number = 757770
[Report].Invoice Number = {OR} {IS NULL}

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
General Fund					
01-10-10-42-294 Conferences, Cont Education	General Fund	City Council	City Council		
TRAVIS TURMAN	MILEAGE	757770	09/23/2025	513.80	
Total City Council:				513.80	
Total City Council:				513.80	
Total General Fund:				513.80	
Grand Totals:				513.80	

Dated: _____

Mayor: _____

City Manager: _____

City Treasurer: _____

Narrative

November 4, 2025

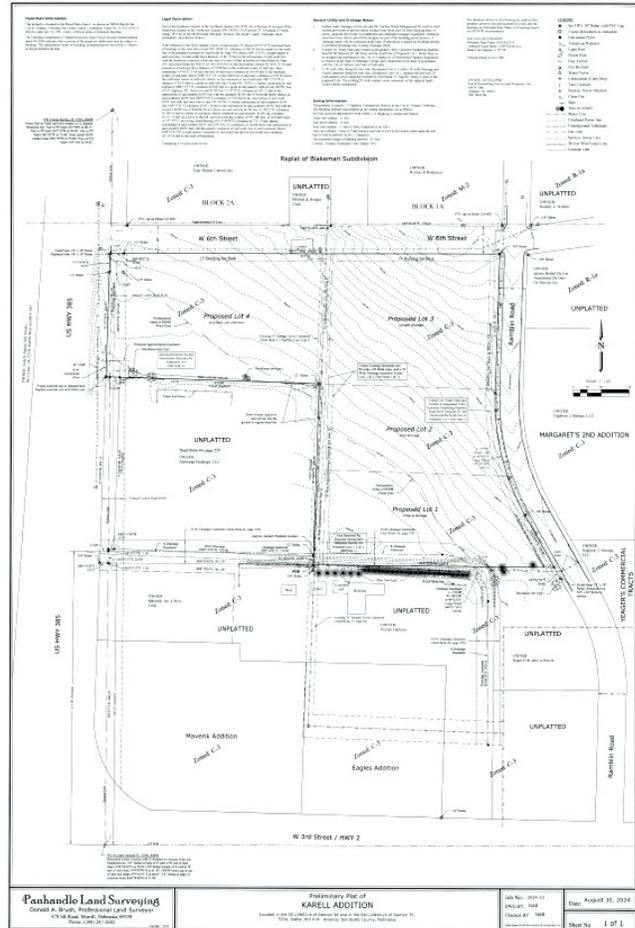


ORDINANCE – FINAL PLAT OF KARELL ADDITION TO THE CITY OF ALLIANCE, BOX BUTTE COUNTY, NEBRASKA.

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 6th 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 10th Street overpass (Transportation Pg. 2). West 6th 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

Narrative

November 4, 2025



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 6th 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.

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 QUARTER OF SECTION 35, TOWNSHIP 25 NORTH, RANGE 48 WEST OF THE 6TH 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 6th 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 6th 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.

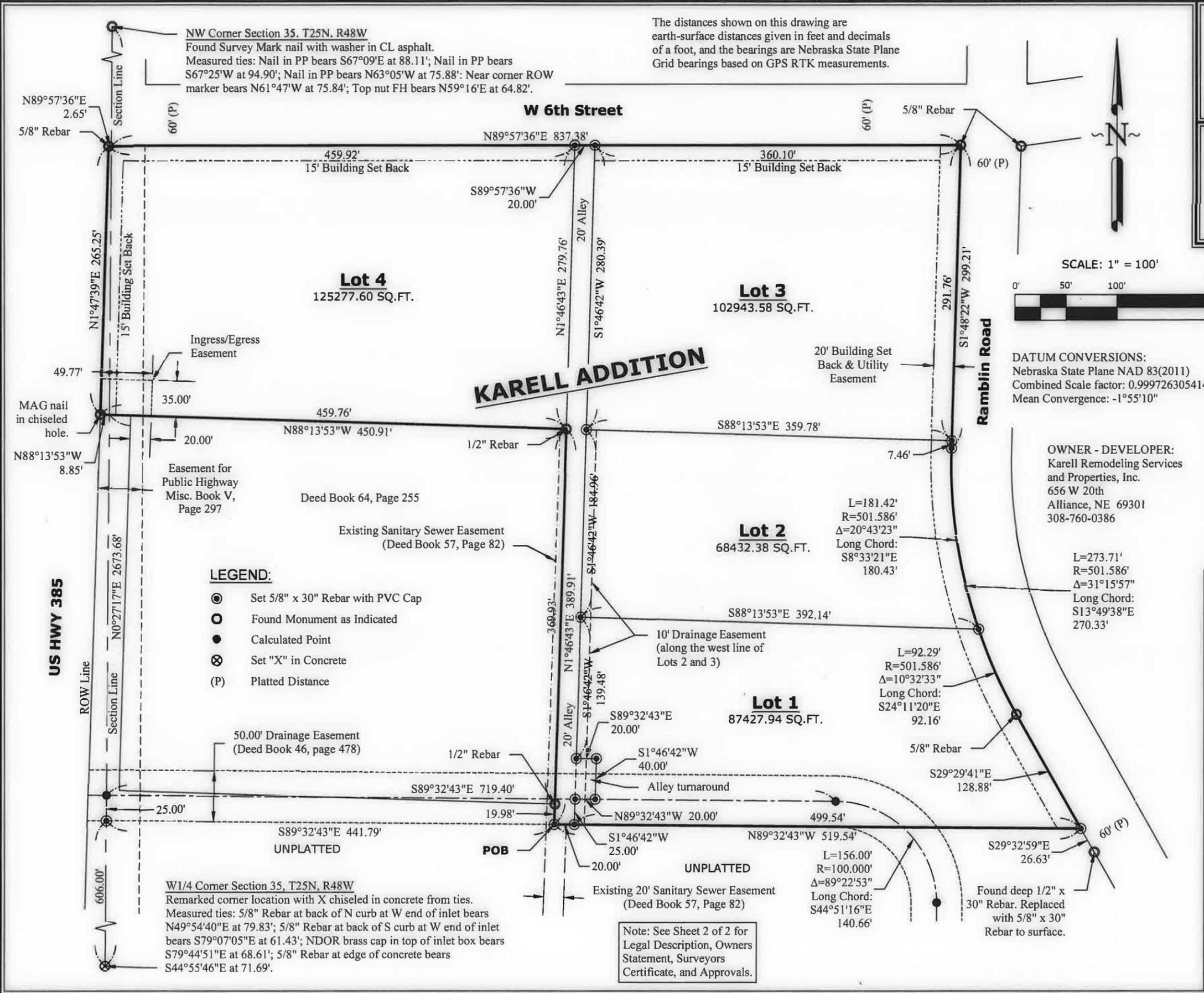
PASSED and APPROVED on November ____, 2025

(SEAL)

John McGhehey, Mayor

Attest: _____
Ammie L. Bedient, City Clerk

Approved as to Form and Legality:



N89°57'36"E
2.65'
5/8" Rebar

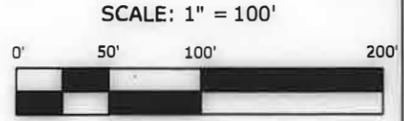
Section Line

60' (P)

15' Building Set Back

NW Corner Section 35, T25N, R48W
Found Survey Mark nail with washer in CL asphalt.
Measured ties: Nail in PP bears S67°09'E at 88.11'; Nail in PP bears
S67°25'W at 94.90'; Nail in PP bears N63°05'W at 75.88'; Near corner ROW
marker bears N61°47'W at 75.84'; Top nut FH bears N59°16'E at 64.82'.

The distances shown on this drawing are
earth-surface distances given in feet and decimals
of a foot, and the bearings are Nebraska State Plane
Grid bearings based on GPS RTK measurements.



DATUM CONVERSIONS:
Nebraska State Plane NAD 83(2011)
Combined Scale factor: 0.999726305414
Mean Convergence: -1°55'10"

OWNER - DEVELOPER:
Karell Remodeling Services
and Properties, Inc.
656 W 20th
Alliance, NE 69301
308-760-0386

L=273.71'
R=501.586'
Δ=31°15'57"
Long Chord:
S13°49'38"E
270.33'

L=181.42'
R=501.586'
Δ=20°43'23"
Long Chord:
S8°33'21"E
180.43'

L=92.29'
R=501.586'
Δ=10°32'33"
Long Chord:
S24°11'20"E
92.16'

L=156.00'
R=100.000'
Δ=89°22'53"
Long Chord:
S44°51'16"E
140.66'

W1/4 Corner Section 35, T25N, R48W
Remarker corner location with X chiseled in concrete from ties.
Measured ties: 5/8" Rebar at back of N curb at W end of inlet bears
N49°54'40"E at 79.83'; 5/8" Rebar at back of S curb at W end of inlet
bears S79°07'05"E at 61.43'; NDOR brass cap in top of inlet box bears
S79°44'51"E at 68.61'; 5/8" Rebar at edge of concrete bears
S44°55'46"E at 71.69'.

Note: See Sheet 2 of 2 for
Legal Description, Owners
Statement, Surveyors
Certificate, and Approvals.

Sheet No.: 1 of 2

Date: Jan 2025

Job No.: 2024-23 Drawn by: NAB / Checked by: DAB Client Name: Karell Remodeling & Properties, Inc.

Panhandle Land Surveying
Donald A. Brush, Professional Land Surveyor
870 SB Road, Morrill, Nebraska, 69358
Phone: (308) 247-2602

Final Plat of
LOTS 1, 2, 3, & 4,
KARELL ADDITION,
to the City of Alliance, Box Butte County, Nebraska.

Copyright 2025

Legal Description:

Part of the Southeast Quarter of the Northeast Quarter (SE1/4NE1/4) of Section 34 and part of the Southwest Quarter of the Northwest Quarter (SW1/4NW1/4) of Section 35, Township 25 North, Range 48 West of the 6th Principal Meridian, Alliance, Box Butte County, Nebraska, more particularly described as follows:

With reference to the southwest corner of said SW1/4NW1/4; thence on the west line of said SW1/4NW1/4 N0°27'17"E (basis of bearing) a distance of 606.00 feet to the intersection of said west line with the south line of a 50 foot drainage easement recorded in Deed Book 46, Page 478; thence, at right angles to said west line, on said south line S89°32'43"E, a distance of 441.79 feet to the intersection of said south line with the southerly extension of the east line of a tract of land described in Deed Book 64, Page 255, said point being the POINT OF BEGINNING of this description; thence on said extension and on said east line N1°46'43"E a distance of 389.91 feet to the northeast corner of said tract; thence on the north line of said tract and on the extension of said north line N88°13'53"W a distance of 450.91 feet to the intersection of said extension line with said west line of said SW1/4NW1/4; thence continuing on said extension line N88°13'53"W a distance of 8.85 feet to a point on the east right-of-way (ROW) line of US Highway 385; thence on said ROW line N1°47'39"E a distance of 265.25 feet to the intersection of said ROW line with the south ROW line of West 6th Street; thence on said south ROW line N89°57'36"E a distance of 2.65 feet to a point on said west line of said SW1/4NW1/4; thence continuing on said south ROW line N89°57'36"E a distance of 837.38 feet to the intersection of said south ROW line with the west ROW line of Ramblin Road; thence on said west ROW line S1°48'22"W a distance of 299.21 feet; thence continuing on said west ROW line a distance of 273.71 feet on a tangent curve to the left, said curve having a radius of 501.586 feet, an included angle of 31°15'57", and a long chord bearing of S13°49'38"E a distance of 270.33 feet; thence continuing on said west ROW line, tangent to foresaid curve S29°29'41"E a distance of 128.88 feet to the intersection of said west ROW line with the extension of said south line of said 50 foot drainage easement; thence on said extension of said south line and on said south line N89°32'43"W a distance of 519.54 feet to the point of beginning, containing 9.14 acres more or less.

OWNER'S STATEMENT:

The undersigned, being the Owner of the tract of land described in the foregoing Legal Description and shown on the accompanying plat, have caused such real estate to be platted as and shall be hereafter known as: LOTS 1, 2, 3, & 4, KARELL ADDITION, TO THE CITY OF ALLIANCE, BOX BUTTE COUNTY, NEBRASKA, as shown on the accompanying plat. It shall be sufficient description of the lots on this plat to hereafter designate the same by the number appearing near the center of the lot followed by the words: KARELL ADDITION, TO THE CITY OF ALLIANCE, BOX BUTTE COUNTY, NEBRASKA.

The alleys and easements are hereby dedicated to the use and benefit of the public. Building lines are hereby established as shown on this plat.

The foregoing plat is made with our free consent and in accordance with the desires of the undersigned Owner.

In testimony whereof, the undersigned have hereunto set their hands this 2 day of January, 2025.

James D Karell
Jim Karell, President
Karell Remodeling Services and Properties, Inc.

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss.
COUNTY OF BOX BUTTE)

Before me, a notary public, qualified and acting in said County, personally came Jim Karell, President, Karell Remodeling Services and Properties, Inc., known to me to be the identical person who signed the foregoing "Owner's Statement" and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS MY HAND AND NOTARIAL SEAL

this 20 day of January, 2025.

[Signature]
Notary Public



My Commission Expires: Nov 30, 2028

Note: See Sheet 1 of 2 for layout of plat.

SURVEYOR'S CERTIFICATE:

I, Donald A. Brush, Nebraska Registered Land Surveyor Number 511, duly registered under the Land Surveyor's Regulation Act, do hereby certify that, between July 11, 2024, and July 26, 2024, I have performed a survey of the land depicted on the accompanying drawing; that said drawing is a correct delineation of said survey performed by me or under my direct supervision; that said survey was made with reference to known and recorded monuments marked as shown, and to the best of my knowledge and belief is true, correct and in accordance with the Minimum Standards for Surveys in Nebraska in effect at the time of this survey.

WITNESS MY HAND AND SEAL this 2nd day of January, 2025.
Donald A. Brush
Nebraska Registered Land Surveyor Number 511



APPROVAL AND ACCEPTANCE:

The foregoing plat was approved by the Planning Commission of the City of Alliance, Nebraska. Approved this 16th day of FEBRUARY, 2025.

[Signature]
Planning Commission Chairman,

The foregoing plat and dedication was approved and accepted by the City Council of the City of Alliance, Nebraska.

Approved this _____ day of _____, 2025.

Ordinance No. _____

Mayor _____

ATTEST:

By: _____
City Clerk

Final Plat of
LOTS 1, 2, 3, & 4
KARELL ADDITION,
to the City of Alliance, Box Butte County, Nebraska.

DEFERMENT AGREEMENT FOR PUBLIC IMPROVEMENTS

This Deferment Agreement (“Agreement”) is made on November ____, 2025 between the City of Alliance, Nebraska, a Municipal Corporation, (the “City”) and Karell Remodeling Services and Properties, Inc., a Nebraska Corporation (“Owner”).

1. Owner owns real estate to be subdivided and described as follows: Lots 1, 2, 3, and 4, Karell Addition to the City of Alliance, Box Butte County, Nebraska (the “Property”).
2. Certain public improvements in the form of watermain, water main valves, and fire hydrants (the “Improvements”) which are required by the Alliance Municipal Code to be constructed as part of the City Subdivision process by the Owner, have not been constructed. The parties desire to memorialize their agreement with respect to the construction of these Improvements. For that purpose, Owner desires to bind itself and its successors in interest to construct the Improvements according to the Alliance Municipal Code and as provided in this Agreement. The City is requiring this Agreement to be made by the Owner as a condition of providing subdivision approval of the Property.
3. Upon the City's request or at the time the Property, or any property adjacent or near the Property is developed, and Improvements are desired or required by the City, Owner shall cause the Improvements to be constructed. The cost of these Improvements shall be paid by the Owner. The Owner must construct the Improvements according to the City’s ordinances and codes and plans and specifications approved by the City, which approval will not be unreasonably withheld. The Owner understands that prior to, and as a condition of, any person or entity receiving any building permit from the City for construction of any building or other improvement on the Property, the Owner must first have constructed the Improvements and any other public improvements required by the Alliance Municipal Code now or in the future.
4. The Improvements will become the property of the City immediately upon the City Council’s acceptance of the Improvements, and Owner will warrant the Improvements for a period of one year after the date the City Council’s accepts the Improvements.
5. If the Owner fails to complete construction of any Improvements, the City may complete the construction of the Improvements. The Owner shall, upon the City’s demand, reimburse the City for all of the City’s costs of completing the construction the Improvements. The City may, at its option, assess all or any part of the unreimbursed cost of the Improvements against the Property. When any installment of special assessments is unpaid for a period of six (6) months after it becomes delinquent, the City may mail written notice to the Owner and demand that the Owner pay such installment. If the Owner fails to do so within thirty (30) days after such notice is mailed, the City may proceed by appropriate action to enforce the Owner’s liability as described in this section. In any such action, the City shall not be limited to the installments that are currently due, but shall be entitled to collect the City’s entire cost of the Improvements, plus interest at a rate of 12% per year, less sums previously paid. Any notice under this section shall be deemed given if sent by certified U.S. mail, postage prepaid, to the Owner at the address to which the tax statements for the Property are mailed.

6. Any forbearance by the City to exercise any right granted to it in this Agreement shall not be considered a waiver of the City's rights.
7. Owner agree to participate in and not object to the creation of any special improvement districts that may be subsequently created to construct and improve the Property as provided for in this Agreement. This paragraph will not be deemed a waiver of an Owner's right to contest the extent to which it is benefitted by such special improvement district or to contest the amount of any assessments levied against the Owner's property.
8. This Agreement shall run with the land within the Property boundaries and shall bind the parties and their respective successors in interest. The term "Owner" means the current Owner and all future owners of the Property or any portion of the Property. However, notwithstanding anything in this Agreement to the contrary, if an Owner has not commenced construction of Improvements prior to conveying the Property to a third party, such conveying Owner shall have no obligation to construct or pay for Improvements after conveying the Property.
9. The parties agree to execute a Memorandum of Contract suitable for filing in the Office of the Register of Deeds of Box Butte County, Nebraska, to give notice of the fact that this Agreement has been executed. The City Manager may execute the Memorandum of Contract on behalf of the City. The Owner will reimburse the City for the costs of filing this Memorandum of Contract.

By signing below, the parties signify their agreement to the terms of this Agreement.

CITY OF ALLIANCE, NEBRASKA

By _____
John McGhehey, Mayor

Dated: November __, 2025

Attest:

Ammie L. Bedient, City Clerk

Karell Remodeling Services and Properties, Inc.,
A Nebraska Corporation

By: _____
James D. Karell, President

Dated: November __, 2025

Narrative

November 4, 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; AMENDING SECTION 26-227 TO REQUIRE A SAFETY FLAG ON ALL TERRIAN VEHICLES AND UTILITY-TYPE VEHICLES; 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, ELECTRIC BICYCLE, AND ELECTRIC SCOOTERS.

- (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) Electric bicycle includes a class 1 electric bicycle, a class 2 electric bicycle, and a class 3 electric bicycle. An electric bicycle does not include electric personal assistive mobility devices.
- (c) Class 1 electric bicycle means 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 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 miles per hour.
- (d) Class 2 electric bicycle means 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 miles per hour on level ground, is capable of providing power whether or not the rider is pedaling, and does not provide power if the electric bicycle is traveling at a speed of more than twenty miles per hour.
- (e) Class 3 electric bicycle means 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.
- (f) 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.
- (g) Minibike shall mean a two-wheel 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 assistive mobility device.

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.
- (f) Class 2 electric bicycles and class 3 electric bicycles may not be operated within City parks. Class 1 electric bicycles are allowed on paths in City parks unless otherwise designated by signage according to section 16-81(7) of the Alliance Municipal Code.
- (g) An electric scooter shall not be used at nighttime within the City.

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.
- (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 (other than ATVs and UTVs to the extent allowed by the Alliance Municipal Code) 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, brake lights, 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 five 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), (d), and (g) 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) Golf cart vehicles shall not be operated on (i) Box Butte Avenue between First Street to 16th Street, or (ii) 10th Street, but may be operated on such streets in order to cross a portion of the street which intersects with another street on which a golf cart vehicles may be operated.
- (h) 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.
- (i) 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. Section 26-227 of the Alliance Municipal Code is now amended to provide as follows:

"Sec. 26-227. - Requirements.

When operating an all-terrain vehicle or a utility-type vehicle, the headlight and taillight of the vehicle shall be on and the vehicle shall be equipped with turn signals and a bicycle safety flag which extends not less than five feet above 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 in color. Whenever an all-terrain vehicle or a utility-type vehicle is moving all cargo must be securely attached to the vehicle in such a manner that the cargo will remain secured without any assistance of the operator."

Section 4. 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 5. 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 November, 2025

John McGhehey, Mayor

(SEAL)

Attest: _____
Ammie L. Bedient, City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Office, Legal Counsel

Narrative

November 4, 2025



ORDINANCES AND RESOLUTIONS – FY26 DEBT ISSUANCE AND REIMBURSEMENT RESOLUTION

The City Council approved the usage of debt instruments to pay for capital improvements and equipment when it adopted the FY2025-2026 Budget. Debt is a tool that when leveraged properly allows the City to spread out the cost of a project or equipment to be spread out over the life of the project or equipment. The City intends to issue two main batches of debt instruments – one set during the Fall of 2025 and one set during the Spring of 2026. The total anticipated debt to be issued during the 2026 fiscal year is \$11,750,000.

The reimbursement resolution declaring the City's intent is necessary under the IRS Code of 1986 to reimburse certain capital expenditures from the proceeds of tax-exempt or tax-favored debt obligations. There are conflicting timelines between the time needed to order equipment or begin design on projects and the point in time where funds from issued debt become available for expenditure. This is a normal situation, but necessitates the passage of a reimbursement resolution. This resolution means that the expense will still qualify for payment under the debt instrument if monies need to be spent before receiving the debt funding, and that it will be paid back to City coffers. As an example, the city passes a reimbursement resolution and then needs to pay for a chassis on an Electric Department digger truck in November 2025 before we receive the funding from the debt (estimated to be in December 2025); the City would pay for the chassis out of the Electric Fund but would then be eligible to have that money paid back into the Electric Fund when the City receives the money from the bond at a later point in time. Without a reimbursement resolution, the City would not be able to "repay" itself for expenditures made before the bond money is physically available.

As the first set of debt, the following are proposed for the Council's consideration:

- Airport Revenue Bonds in the amount not to exceed \$800,000 to be issued to make certain improvements to and purchase equipment for the Airport.
- Revenue Bonds in the amount not to exceed \$1,300,000 to be issued to make and/or construct certain improvements to the Solid Waste (Refuse/Landfill) System.
- Lease Purchase for certain equipment for the City (General Fund) in the amount not to exceed \$1,600,000.

STAFF RECOMMENDATION: APPROVAL OF REIMBURSEMENT RESOLUTION AND ORDINANCES FOR DEBT ISSUED AS AIRPORT REVENUE BONDS, SOLID WASTE REVENUE BONDS, AND GENERAL FUND LEASE PURCHASES

**ACKNOWLEDGMENT OF RECEIPT
OF NOTICE OF MEETING**

The undersigned Mayor and members of the City Council of the City of Alliance, Nebraska (the “City”) hereby acknowledge receipt of advance notice of a meeting of said body, and the agenda for such meeting, held at 7:00 p.m. on Tuesday, November 4, 2025, at the Alliance City Hall located at 324 Laramie Avenue, Alliance, Nebraska.

DATED November 4, 2025.

November 4, 2025
Alliance, Nebraska

The Mayor and City Council (the “Council”) of the City of Alliance, Nebraska (the “City”) met in open session at 7:00 p.m. on Tuesday, November 4, 2025, at the Alliance City Hall located at 324 Laramie Avenue, Alliance, Nebraska. Advance publicized notice of such meeting was given in strict accordance with the provisions of Article 14, Chapter 84, Reissue Revised Statutes of Nebraska, as amended (the “Open Meetings Act”), and set forth (a) the time, date, and place of such meeting, (b) that such meeting would be open to the attendance of the public and (c) that an agenda of then known subjects to be taken up at such meeting could be obtained from the office of the City Clerk (the “City Clerk”). A copy of the affidavit of publication of notice of said meeting was ordered annexed to the minutes of this meeting as Attachment 1. Advance notice of this meeting was simultaneously given to all members of the Council, and a copy of their acknowledgment of receipt of such notice is attached to these minutes as Attachment 2. Availability of the agenda was communicated in the publicized notice and in the notice to the members of the Council of this meeting. Additionally, reasonable efforts were made to provide advance notification of the meeting to all news media requesting the same of the time, date and place of the meeting.

The Mayor, _____, presided, and the City Clerk, _____, recorded the proceedings. The following Council Members were present: _____
_____.

The following Council Members were absent: _____. A quorum being present and the meeting duly convened, the following proceedings were had and done.

The Mayor publicly stated to all in attendance that a current copy of the Open Meetings Act was available for review and indicated the location of such copy in the room where the meeting was

being held. All proceedings of the Council were taken while the convened meeting was open to the attendance of the public.

* * * * *

(Omitted Proceedings)

* * * * *

Council Member _____ then introduced and moved the adoption of an ordinance entitled:

AN ORDINANCE AUTHORIZING THE ISSUANCE BY THE CITY OF ALLIANCE, NEBRASKA OF ITS AIRPORT REVENUE BONDS, SERIES 2025, IN ONE OR MORE SERIES, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$800,000; PRESCRIBING THE FORM AND DETAILS OF THE BONDS AND THE COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AUTHORIZING CERTAIN OFFICERS TO DETERMINE THE PRINCIPAL AMOUNT, THE MATURITIES, THE INTEREST RATES, THE REDEMPTION PROVISIONS, THE FINANCIAL COVENANTS AND OTHER TERMS AND PROVISIONS RELATING TO THE BONDS AND AUTHORIZING THE SALE AND DELIVERY OF THE BONDS TO THE PURCHASER THEREOF; PRESCRIBING THE COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT OF THE BONDS AND THE SECURITY THEREFOR; ADOPTING CERTAIN POST ISSUANCE TAX COMPLIANCE POLICIES AND PROCEDURES WITH RESPECT TO THE BONDS; PROVIDING FOR THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM; AND AUTHORIZING CERTAIN ACTIONS AND DOCUMENTS AND PRESCRIBING OTHER MATTERS RELATING THERETO.

Said Ordinance, the full text of which is attached hereto as Attachment 3, was designated as Ordinance No. _____, and the title thereof was approved.

Council Member _____ moved that the statutory rule requiring that ordinances be read by title on three different days be suspended so that Ordinance No. _____ might be introduced, read by title and then moved for final passage on the same day, without the same being read in full, which motion was seconded by Council Member _____. On roll call vote, the following Council Members voted in favor of the motion to suspend the statutory

rule:

_____;

the following Council Members voted against the motion to suspend the statutory rule:

_____ ; the following Council Members were absent or did not vote:
_____.

The motion to suspend the statutory rule having been agreed upon by at least three-fourths of all of the Members elected to the Council, the Mayor declared the motion passed and the statutory rule suspended.

Council Member _____ then read Ordinance No. ____ by title and moved the same for final passage. Council Member _____ seconded the motion to pass Ordinance No. _____. On roll call vote, the following Council Members voted in favor of the passage of Ordinance No. ____: _____
_____;

the following Council Members voted against the passage of Ordinance No. ____:
_____ ; the following Council Members were absent or did not vote:
_____. The passage of Ordinance No. ____ having been agreed upon by a majority of all the Members elected to the Council, the Mayor declared Ordinance No. _____ passed and signed Ordinance No. _____ in the presence of the Council, and the City Clerk attested to its passage and approval by affixing her signature thereto.

* * * * *

(Omitted Proceedings)

* * * * *

Motion for adjournment and meeting adjourned.

Mayor

ATTEST:

City Clerk

ATTACHMENT 1

**AFFIDAVIT OF PUBLICATION
OF NOTICE OF MEETING**

[To be attached if meeting notice was published]

ATTACHMENT 2
ACKNOWLEDGMENT OF RECEIPT OF
NOTICE OF MEETING

ATTACHMENT 3

ORDINANCE NO. _____

See Tab #3

CITY OF ALLIANCE, NEBRASKA

ORDINANCE NO. ____

PASSED NOVEMBER 4, 2025

Authorizing

Not to Exceed
\$800,000
City of Alliance, Nebraska
Airport Revenue Bonds
Series 2025

TABLE OF CONTENTS

Page

ARTICLE I

DEFINITIONS..... 2

ARTICLE II
AUTHORIZATION OF BONDS

Section 2.01. Authorization of Bonds..... 7
Section 2.02. Description of Bonds 7
Section 2.03. Designation of Paying Agent 7
Section 2.04. Method and Place of Payment of Bonds..... 8
Section 2.05. Registration, Transfer and Exchange of Bonds 9
Section 2.06. Execution, Authentication and Delivery of Bonds 10
Section 2.07. Mutilated, Destroyed, Lost and Stolen Bonds 10
Section 2.08. Cancellation and Destruction of Bonds Upon Payment 11
Section 2.09. Book-Entry Bonds; Securities Depository 11
Section 2.10. Offering Documents..... 12
Section 2.11. Sale of Bonds 13
Section 2.12. Parameters and Authorization of Award Certificate..... 13

ARTICLE III
REDEMPTION OF BONDS

Section 3.01. Redemption Provisions 14
Section 3.02. Selection of Bonds to Be Redeemed..... 15
Section 3.03. Notice and Effect of Call for Redemption 16

ARTICLE IV

SECURITY FOR BONDS..... 18

ARTICLE V
FUNDS; DEPOSIT AND APPLICATION OF BOND PROCEEDS

Section 5.01. Establishment of Funds..... 18
Section 5.02. Deposit of Bond Proceeds..... 19
Section 5.03. Application of Moneys in the Project Fund 19

ARTICLE VI
APPLICATION OF REVENUES

Section 6.01. Revenue Fund 19
Section 6.02. Application of Moneys in Funds..... 19
Section 6.03. Nonpresentment of Bonds..... 21

ARTICLE VII

DEPOSIT AND INVESTMENT OF MONEYS 21

ARTICLE VIII
GENERAL COVENANTS AND PROVISIONS

Section 8.01. Efficient and Economical Operation..... 22
Section 8.02. Rate Covenant..... 22
Section 8.03. Reasonable Charges for All Services..... 22
Section 8.04. Restrictions on Mortgage or Sale of System..... 23
Section 8.05. Insurance 24
Section 8.06. Books, Records and Accounts 25
Section 8.07. Annual Budget 25
Section 8.08. Annual Audit..... 25
Section 8.09. Right of Inspection..... 25
Section 8.10. Administrative Personnel..... 26
Section 8.11. Tax Levy 26
Section 8.12. Rules and Regulations..... 26
Section 8.13. Performance of Duties and Covenants..... 26
Section 8.14. Tax Covenants 26

ARTICLE IX
ADDITIONAL BONDS AND OBLIGATIONS

Section 9.01. Senior Lien Bonds..... 28
Section 9.02. Parity Lien Bonds 28
Section 9.03. Subordinated Indebtedness and Other Obligations..... 29
Section 9.04. Refunding Bonds 30

ARTICLE X
DEFAULT AND REMEDIES

Section 10.01. Acceleration of Maturity Upon Default..... 30
Section 10.02. Other Remedies..... 30
Section 10.03. Limitation on Rights of Bondowners..... 31
Section 10.04. Remedies Cumulative 31

ARTICLE XI

DEFEASANCE..... 31

ARTICLE XII
MISCELLANEOUS PROVISIONS

Section 12.01. Amendments 32
Section 12.02. Notices, Consents and Other Instruments by Bondowners..... 33
Section 12.03. Further Authority 34
Section 12.04. Severability 34
Section 12.05. Governing Law 34
Section 12.06. Effective Date 34

EXHIBIT A	FORM OF BONDS
EXHIBIT B	POST ISSUANCE COMPLIANCE PROCEDURES
EXHIBIT C	NOTICE OF PUBLICATION OF ORDINANCE IN PAMPHLET FORM

AN ORDINANCE AUTHORIZING THE ISSUANCE BY THE CITY OF ALLIANCE, NEBRASKA OF ITS AIRPORT REVENUE BONDS, SERIES 2025, IN ONE OR MORE SERIES, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$800,000; PRESCRIBING THE FORM AND DETAILS OF THE BONDS AND THE COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AUTHORIZING CERTAIN OFFICERS TO DETERMINE THE PRINCIPAL AMOUNT, THE MATURITIES, THE INTEREST RATES, THE REDEMPTION PROVISIONS, THE FINANCIAL COVENANTS AND OTHER TERMS AND PROVISIONS RELATING TO THE BONDS AND AUTHORIZING THE SALE AND DELIVERY OF THE BONDS TO THE PURCHASER THEREOF; PRESCRIBING THE COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT OF THE BONDS AND THE SECURITY THEREFOR; ADOPTING CERTAIN POST ISSUANCE TAX COMPLIANCE POLICIES AND PROCEDURES WITH RESPECT TO THE BONDS; PROVIDING FOR THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM; AND AUTHORIZING CERTAIN ACTIONS AND DOCUMENTS AND PRESCRIBING OTHER MATTERS RELATING THERETO.

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

WHEREAS, The Issuer and owns and operates a revenue-producing airport serving the Issuer and its inhabitants and others within its service area (the “**Airport**,” as hereinafter more fully defined); and

WHEREAS, The Issuer desires to make certain improvements to and purchase equipment for the Airport (the “**Project**”, as hereinafter more fully defined) and is authorized under the provisions of Sections 3-501 et seq., Reissue Revised Statutes of Nebraska, as amended (the “**Act**”), to issue and sell revenue bonds for the purpose of providing funds for such purpose, provided that the principal of and interest on such revenue bonds shall be payable solely from the revenues derived from the operation of the Airport; and

WHEREAS, Plans and specifications for the Project and an estimate of the cost thereof have been prepared and made by the Issuer and the same are hereby accepted and approved and are on file in the office of the Clerk, the amount of said estimated cost being not less than \$800,000; and

WHEREAS, The Issuer currently has outstanding \$115,000 in aggregate principal amount of its Airport Revenue Bonds, Series 2017, which are payable from the revenues derived from the operation of the Airport and constitute “Parity Bonds” as set forth herein; and

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

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

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

ARTICLE I

DEFINITIONS

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

“*Act*” means Section 3-501 et seq., Reissue Revised Statutes of Nebraska, as amended.

“*Airport*” means all the property, real, personal and mixed, airports and related facilities transferred by the Issuer to or otherwise acquired by the Issuer and placed under the management and control of the Issuer from time to time, and all lands, easements, rights in lands, rights of way, contract rights, air navigation facilities, airport passenger and freight terminal buildings and other buildings and facilities erected on such lands, including hangars, runways, taxiways, paved areas, access roads, parking lots, airport equipment and any other property, real, personal or mixed, incidental to and included in such property and parts thereof, space and facilities for public recreation, business, trade or other exhibitions, sporting or athletic events, public meetings, conventions and other kinds of assemblages and space and facilities for public and commercial purposes now or hereafter constructed, acquired or made by the Issuer.

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

“*Authorized Denominations*” means \$5,000 or whole multiples thereof, unless otherwise determined by an Authorized Officer.

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

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

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

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

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

“*Bonds*” means the Issuer’s Airport Revenue Bonds, Series 2025, in the original aggregate principal amount of not to exceed \$800,000, authorized and issued pursuant to this Ordinance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Insurance Consultant" means an individual or firm selected by the Issuer qualified to survey risks and to recommend insurance coverage for entities engaged in operations similar to

those of the Airport and having a favorable reputation for skill and experience in making such surveys and recommendations.

“*Interest Payment Date*” means such dates as determined by an Authorized Officer in accordance with Section 2.10 hereof, until maturity or earlier redemption, or any other date on which interest shall be paid.

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

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

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

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

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

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

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

- (a) Bonds theretofore cancelled by the Paying Agent or delivered to the Paying Agent for cancellation; and
- (b) Bonds in exchange for or in lieu of which other Bonds have been registered and delivered hereunder.

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

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

“*Paying Agent*” means the City Finance Director, the City Treasurer or a third party financial institution selected by an Authorized Officer, and any successors and assigns.

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

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

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

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

“*Project*” means the construction, acquisition, renovation, repair, equipping, extension or betterment of the Airport operated by the Issuer, including all real and personal property, structures, machinery, equipment and appurtenances or facilities which are part of any such airport or used or useful in connection therewith either as ground facilities for the convenience of handling aviation equipment, passengers and freight or as a part of aviation operation, air navigation and air safety operation, air and industrial parks, or any other property, real or personal, incidental to and included in such property and parts thereof, space and facilities for public recreation, business, trade or other exhibitions, sporting or athletic events, public meetings, conventions and other kinds of assemblages and space and facilities for public and commercial purposes now or hereafter constructed, acquired or made by the Issuer.

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

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

“*Redemption Date*,” when used with respect to any Bond to be redeemed, means the date fixed for such redemption pursuant to the terms of this Ordinance.

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

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

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

“*Revenues*” means all revenues or income derived by the Issuer directly or indirectly from the ownership, use and operation of the Airport, including, but without limitation, revenues pledged, dedicated or allocated for the benefit of the Airport, rental income, all proceeds of the tax authorized and levied under the provisions of Section 3-504(12), Reissue Revised Statutes of Nebraska, as amended, or any substitute, alternate or replacement thereof, rentals, landing fees, use charges, income from the sale by the Issuer of services, fuel, oil and other supplies or commodities, reserves funded initially with Revenues, income from the use for commercial,

industrial or agricultural purposes of portions of the Airport not currently used for aviation purposes, fees from concessions, parking receipts, storage locker and rest room income, income from communication services, fees or profits from limousine, taxi and car rental services, bar and restaurant income, advertising revenues, interest on invested money and profits realized from the sale of investments (other than investment earnings from money deposited in the Project Fund pending satisfaction of balances required to be maintained therein), but excluding any profits or losses on the early extinguishment of debt or on the sale or other disposition, not in the ordinary course of business, of investments or fixed or capital assets, and also excluding the principal of gifts, bequests, contributions, grants and donations which are specifically restricted by the donor, testator or grantor to a particular purpose which is inconsistent with their use for the payment of debt service on Airport Revenue Bonds.

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

“*Subordinated Indebtedness*” shall mean indebtedness of the Issuer payable from amounts on deposit in the Surplus Fund issued pursuant to the provisions of Section 9.03 hereof.

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

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

ARTICLE II

AUTHORIZATION OF BONDS

Section 2.01. Authorization of Bonds. The Issuer is authorized and directed to issue one or more series of Bonds, designated “Airport Revenue Bonds, Series 2025”, with such other designations as may be appropriate, in an aggregate principal amount not to exceed \$800,000, for the purpose of financing the costs of the Project, as provided in this Ordinance.

Section 2.02. Description of Bonds. The Bonds shall consist of fully registered bonds without coupons, numbered from R-1 upward, with such other designation as the Authorized Officers, or each individually, shall deem appropriate, in Authorized Denominations. The Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be substantially in the form set forth in **Exhibit A** attached hereto, with such changes acceptable to the Authorized Officers, or each individually, and bond counsel.

The Bonds shall be dated, shall be due and payable on the dates and in the amounts (subject to optional and mandatory redemption as provided in Article III hereof), and shall bear interest at the rates per annum as set forth in the Award Certificate as defined in Section 2.10 hereof. Except as otherwise set forth in the Award Certificate, interest shall be computed on the basis of a 360-day year of twelve 30-day months, from the date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable each Interest Payment Date.

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 2.06. Execution, Authentication and Delivery of Bonds. The Mayor and the Clerk (including anyone authorized to act on his or her behalf) are hereby authorized and directed to prepare and execute the Bonds as herein specified and, when duly executed, to deliver the Bonds to the Paying Agent for authentication. Each of the Bonds, including any Bonds issued in exchange or as substitution for the Bonds initially delivered, shall be signed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Clerk. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such Persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such Persons may not have been such officers.

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

Section 2.07. Mutilated, Destroyed, Lost and Stolen Bonds. If (a) any mutilated Bond is surrendered to the Paying Agent, or the Issuer and the Paying Agent receive evidence to their satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Paying Agent such security or indemnity as may be required by the Paying Agent, then, in the absence of notice to the Paying Agent that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer request, the Paying Agent shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount. If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Issuer in its discretion may pay such Bond instead of issuing a new Bond. Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the Issuer and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds. Upon the issuance of any new Bond under this Section, the Issuer may require the payment by the Registered Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

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

Section 2.09. Book-Entry Bonds; Securities Depository.

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

(b) (i) If the Issuer determines (A) that the Securities Depository is unable to properly discharge its responsibilities, or (B) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (C) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Bondowner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Bonds, or (ii) if the Paying Agent receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Bondowner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Bonds, then the Paying Agent shall notify the Bondowners of such determination or such notice

and of the availability of certificates to Owners requesting the same, and the Paying Agent shall register in the name of and authenticate and deliver Replacement Bonds to the beneficial owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under clause (i)(A) or (i)(B) of this paragraph (b), the Issuer, with the consent of the Paying Agent, may select a successor securities depository in accordance with Section 2.09(c) hereof to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Paying Agent, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the Issuer, the Paying Agent or Bondowners are unable to locate a qualified successor of the Securities Depository in accordance with Section 2.09(c) hereof, then the Paying Agent shall authenticate and cause delivery of Replacement Bonds to Bondowners, as provided herein. The Paying Agent may rely on information from the Securities Depository and its Participants as to the names of the beneficial owners of the Bonds. The cost of printing Replacement Bonds shall be paid for by the Issuer.

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

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

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

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

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

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

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

Section 2.12. Parameters and Authorization of Award Certificate. The Authorized Officers, or each individually, is authorized and directed, in the exercise of his or her independent judgment and absolute discretion, as it relates to each series of Bonds authorized herein, to hereafter, from time to time, specify, set, designate, determine, establish and appoint, as the case may be, and in each case in accordance with and subject to the provisions of this Ordinance

pursuant to a certificate executed by an Authorized Officer (the “**Award Certificate**”): (a) the dates of original issue, (b) the aggregate principal amount of Bonds to be issued, not exceeding aggregate principal amount set forth in Section 2.01, (c) the Maturity and the principal amount of the Bonds to mature on each of such dates, (d) the final Maturity of the Bonds, which shall in no event be later than twenty (20) years from the date of issuance of the Bonds, (e) the dates upon which the Bonds shall be sold, (f) the rate or rates of interest to be carried by each maturity of the Bonds, such that the true interest cost of the Bonds shall not exceed 8.00%, (h) the Interest Payment Dates for the Bonds, (i) the redemption dates and prices and all terms relating thereto, including the amount and maturity date of any Bonds issued as “term bonds” and the amount of each sinking fund installment therefor, and all terms relating thereto, if any, (j) the identity of the Paying Agent; (k) any financial covenants, including modification of those set forth herein; (l) the form, content, terms and provisions of the Purchase Agreement entered into by the Issuer with the Underwriter or any loan agreement between the Issuer and the Lender, all as set forth in Section 2.11 hereof, (m) the identity of the Purchaser, if other than the entity as set forth in Section 2.11 hereof, (n) the fee of the Purchaser, which shall not be more than 2.00% of the aggregate principal amount of the Bonds, (o) the purchase price for the Bonds, which shall not be less than 96.00% of the aggregate principal amount thereof (inclusive of the Purchaser’s discount or fee and any original issue discount), (p) the form and contents of any Offering Document (as defined in Section 2.10 hereof), (q) the types and the amounts of any reserves as may be required by the Purchaser, if any, (r) such covenants and other security as may be necessary in addition to those set forth in this Ordinance; (s) whether to obtain a municipal bond insurance policy or other credit enhancement feature for any series of Bonds, (t) the form, content, terms, and provisions of any closing and other documentation executed and delivered by the Issuer in connection with the authorization, issuance, sale and delivery of the Bonds, and (u) all of the other terms of the Bonds not otherwise determined or fixed by the provisions of this Ordinance.

ARTICLE III

REDEMPTION OF BONDS

Section 3.01. Redemption Provisions.

(a) **Optional Redemption.** At the option of the Issuer, the Bonds or portions thereof may be called for redemption and payment prior to their Stated Maturity on the dates and at the Redemption Prices determined by the Authorized Officers, or each individually, in accordance with the provisions of **Section 2.10** hereof; provided that the Bonds shall be subject to redemption no later than five years from the date of original issue of the Bonds.

(b) **Mandatory Redemption.** The Authorized Officers, or each individually, may designate in the Award Certificate certain Bonds as “**Term Bonds**”, portions of which are to be redeemed on the dates (each such date being herein referred to as a “**Sinking Fund Payment Date**”) and in the amounts (hereinafter referred to as a “**Mandatory Sinking Fund Payment**”) set forth in such certificate. The Paying Agent shall select and call for redemption, in accordance with this subsection (b), from the Term Bonds the amounts specified by such Authorized Officer in the Award Certificate, and the Term Bonds selected by the Paying Agent shall become due and payable on such date.

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

Section 3.02. Selection of Bonds to Be Redeemed.

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

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

(c) In the case of a partial redemption of Bonds when Bonds of denominations greater than \$5,000 are then Outstanding, then for all purposes in connection with such redemption, each

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

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

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

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

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

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

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the

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

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

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

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

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

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

ARTICLE IV

SECURITY FOR BONDS

The Bonds are general obligations of the Issuer payable from, and secured as to the payment of principal and interest by, a pledge of Revenues, including all proceeds of the tax authorized and levied under the provisions of Section 3-504(12) of the Act or any substitute, alternate or replacement thereof. The full faith, credit and resources of the Issuer, including the

Revenues, are hereby irrevocably pledged for the prompt payment of the principal of, premium, if any, and interest on the Bonds as the same become due.

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

The provisions of this Ordinance constitute a contract between the Issuer and the registered owners of the Bonds, and any registered owners of any Bond may either in law or equity or suit, action, mandamus or other proceedings enforce or compel performance of this Ordinance.

ARTICLE V

FUNDS; DEPOSIT AND APPLICATION OF BOND PROCEEDS

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

- (a) Project Fund (the “**Project Fund**”);
- (b) Debt Service Fund (the “**Debt Service Fund**”);
- (c) Revenue Fund (the “**Revenue Fund**”);
- (d) Operation and Maintenance Fund (the “**Operation and Maintenance Fund**”); and
- (e) Surplus Fund (the “**Surplus Fund**”).

The funds referred to above shall be maintained and administered by the Issuer solely for the purposes and in the manner as provided in this Ordinance so long as any of the Bonds remain Outstanding within the meaning of this Ordinance.

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

(a) The accrued interest on the Bonds and premium, if any, shall be deposited in the Debt Service Fund and applied in accordance with Section 6.02(b) hereof; and

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

Section 5.03. Application of Moneys in the Project Fund. Moneys in the Project Fund shall be used solely for the purpose of paying the costs of issuing the Bonds, including fees of the Purchaser, and Kutak Rock LLP, as bond counsel, and the cost of improving and equipping the Airport as hereinbefore provided, in accordance with the plans and specifications therefor prepared by the Issuer, heretofore approved by the City Council of the Issuer and on file in the office of the Clerk, including any alterations in or amendments to said plans and specifications deemed advisable by any Authorized Officers. The City Treasurer or City Clerk and any officer of the Airport, or each individually, may withdraw moneys in the Project Fund to pay Project costs. Upon completion of the Project, but not later than three years after the date of issuance of the Bonds, any surplus moneys remaining in the Project Fund and not required for the payment of unpaid costs thereof shall be deposited in the Debt Service Fund.

ARTICLE VI

APPLICATION OF REVENUES

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

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

(a) ***Operation and Maintenance Fund.*** To the Operation and Maintenance Fund there shall first be paid and credited from month to month as a first charge against the Revenue Fund the Expenses of the Airport as the same become due and payable.

(b) ***Debt Service Fund.*** On the first day of each month, commencing with the month after the month in which the Bonds are issued, the Issuer shall transfer from the Revenue Fund to the Debt Service Fund an amount not less than one-sixth or one-twelfth, as applicable, of the amount of principal and interest that will become due on the Bonds on the next succeeding Bond Payment Date (or such pro rata amount for any shorter period). The amounts required to be paid and credited to the Debt Service Fund pursuant to this Section shall be made at the same time and on a parity with the amounts at the time required

to be paid and credited to the debt service funds established for the payment of principal and interest on Parity Bonds, if any, under the provisions of the Parity Ordinances, if any. All amounts paid and credited to the Debt Service Fund shall be expended and used by the Issuer for the sole purpose of paying the interest on and principal of the Bonds as and when the same become due on each Bond Payment Date.

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

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

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

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

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

(ii) Paying the cost of extending, enlarging or improving the Airport;

(iii) Preventing default in, anticipating payments into or increasing the amounts in the Debt Service Fund, or establishing or increasing the amount of any debt service fund or debt service reserve fund created by the City for the payment of any Parity Bonds;

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

(v) Paying the principal or the redemption price of and interest on any Subordinated Indebtedness; or

(vi) Any other lawful purpose in connection with the operation of the Airport and benefiting the Airport.

So long as any of the Bonds remain Outstanding, no moneys derived from the operation of the Airport shall be diverted to any other purpose.

(d) **Deficiency of Payments into Funds.** If at any time the Revenues are insufficient to make any payment on the date or dates hereinbefore specified, the City will make good the amount of such deficiency by making additional payments or credits out of the first available Revenues, such payments and credits being made and applied in the order hereinbefore specified in this Section.

Section 6.03. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent, all liability of the Issuer to the Registered Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Registered Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Ordinance or on, or with respect to, said Bond. If any Bond is not presented for payment within four years following the date when such Bond becomes due at Maturity, the Paying Agent shall repay to the Issuer the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Registered Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

ARTICLE VII

DEPOSIT AND INVESTMENT OF MONEYS

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

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

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

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

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

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

Section 8.02. Rate Covenant. The Issuer in accordance with and subject to applicable legal requirements will fix, establish, maintain and collect such rates and charges for the use and services furnished by or through the Airport as will produce Revenues sufficient to: (a) pay the costs of the operation and maintenance of the Airport; (b) pay the principal of, premium (if any) and interest on all Airport Revenue Bonds as and when the same become due at the Maturity thereof or on any Interest Payment Date; (d) enable the Issuer to have in each fiscal year Net Revenues Available for Debt Service not less than 125% of the Debt Service Requirements for such fiscal year Maximum Annual Debt Service on all Airport Revenue Bonds at the time outstanding; and (e) provide reasonable and adequate reserves for the payment of the Bonds and the interest thereon as provided in this Ordinance. The Issuer will require the prompt payment of accounts for service rendered by or through the Airport and will promptly take whatever action is legally permissible to enforce and collect delinquent charges. The Issuer will from time to time as often as necessary, in accordance with and subject to applicable legal requirements, revise the rates and charges aforesaid in such manner as may be necessary or proper so that the Net Revenues Available for Debt Service will be sufficient to cover the obligations under this Section and otherwise under the provisions of this Ordinance.

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

Section 8.04. Restrictions on Mortgage or Sale of System. The Issuer will not mortgage, pledge or otherwise encumber the Airport or any part thereof, including the Revenues,

nor will it sell, lease or otherwise dispose of the Airport or any material part thereof; provided, however, the Issuer may:

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

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

(c) lease, (i) as lessor, any real or personal property which is unused or unimproved, or which has become obsolete, nonproductive or otherwise unusable to the advantage of the Issuer, or which is being acquired as a part of a lease/purchase financing for the acquisition and/or improvement of such property; and/or (ii) as lessee, with an option of the Issuer to purchase, any real or personal property for the extension and improvement of the Airport; property being leased as lessor and/or lessee pursuant to this paragraph (c) shall not be treated as part of the Airport for purposes of this Section 8.04 and may be mortgaged, pledged or otherwise encumbered; or

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

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

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

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

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

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

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

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

Notwithstanding anything herein to the contrary, the Issuer may transfer control and the operations of the Airport to an airport authority established by the Issuer pursuant to the Cities Airport Authorities Act, Sections 3-501 to 3-514, Reissue Revised Statutes of Nebraska, as amended.

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

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

Section 8.07. Annual Budget. Prior to the commencement of each fiscal year, the Issuer will cause to be prepared and filed with the Clerk a budget setting forth the estimated receipts and expenditures of the Airport for the next succeeding fiscal year. The Clerk, promptly upon the filing of said budget in the Clerk's office, will mail a copy of said budget to the Original Purchaser of the Bonds. Said annual budget shall be prepared in accordance with the requirements of the laws of the State and shall contain all information that is required by such laws.

Section 8.08. Annual Audit. Promptly after the end of each fiscal year, the Issuer will cause an audit to be made of the Airport for the preceding fiscal year by a certified public accountant or firm of certified public accountants to be employed for that purpose and paid from the revenues of the Airport; provided, however, that such audit may be consolidated with the audit of the Issuer. Said annual audit shall cover in reasonable detail the operation of the Airport during such fiscal year.

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

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

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

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

Section 8.11. Tax Levy. To the extent it is authorized by the Act, and to the extent necessary to meet both the current expenses of operation and maintenance of the Airport and the debt service payments on any of the City's outstanding Airport Revenue Bonds, the City will annually levy a property tax pursuant to Section 3-504(12) of the Act in an amount authorized by law and as certified by the City and will utilize the funds derived therefrom for lawful purposes.

Section 8.12. Rules and Regulations. The Issuer will establish and maintain such rules and regulations for the use of the Airport as may be necessary to assure maximum occupancy and use thereof.

Section 8.13. Performance of Duties and Covenants. The Issuer will faithfully and punctually perform all duties, covenants and obligations with respect to the operation of the Airport now or hereafter imposed upon the Issuer by the Constitution and laws of the State of Nebraska and by the provisions of this Ordinance.

Section 8.14. Tax Covenants.

(a) The Issuer covenants that (i) it will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from federal gross income of the interest on the Bonds, and (ii) it will not use or permit the use of any proceeds of Bonds or any other funds of the Issuer, or take or permit any other action, or fail to take any action, which would adversely affect the exclusion from federal gross income of the interest on the Bonds. The Issuer will also adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with other applicable future law, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

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

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

(d) The Issuer makes the following representations in connection with the exception for small governmental units from the arbitrage rebate requirements under Section 148(f)(4)(D) of the Code:

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

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

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

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

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

(e) The Issuer hereby designates the Bonds as “qualified tax-exempt obligations” as defined in Section 265(b)(3) of the Code. In addition, the Issuer hereby represents that:

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

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

The Authorized Officers, or each individually, is hereby authorized to take such other action as may be necessary to make effective the designation in this paragraph (e).

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

ARTICLE IX

ADDITIONAL BONDS AND OBLIGATIONS

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

Section 9.02. Parity Lien Bonds. The Issuer covenants and agrees that so long as any of the Bonds remain Outstanding, it will not issue any additional Parity Bonds payable out of the Revenues of the Airport or any part thereof which stand on a parity or equality with the Bonds (“Parity Bonds”) unless the following conditions are met, to the extent set forth in the Award Certificate, with such modifications as any Authorized Officer may determine to be in the best interest of the Issuer:

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

(b) The Issuer shall obtain either of the following:

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

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

economically feasible and reasonably considered necessary based on projected operations of the Airport.

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

Section 9.03. Subordinated Indebtedness and Other Obligations. Nothing in this Ordinance shall prohibit or restrict the right of the Issuer to issue additional bonds, bond anticipation notes or other obligations for any lawful purpose in connection with the operation or for the benefit of the Airport and to provide that the principal of and interest on said bonds, bond anticipation notes or obligations shall be payable out of the revenues of the Airport or from the proceeds of additional Parity Bonds, provided at the time of the issuance of such additional bonds, bond anticipation notes or obligations the Issuer is not in default in the performance of any covenant or agreement contained in this Ordinance (unless such additional airport bonds or obligations are being issued to provide funds to cure such default), and provided further that such additional bonds, bond anticipation notes or obligations shall be junior and subordinate to the Bonds so that if at any time the Issuer shall be in default in paying either interest on or principal of the Bonds, or if the Issuer is in default in making any payments required to be made by it under the provisions of subsections (a) or (b) of Section 6.02 of this Ordinance, the Issuer shall make no payments of either principal of or interest on said junior and subordinate bonds or obligations until said default or defaults be cured. Subject to the provisions aforesaid, the Issuer may make provision for paying the principal of and interest on any such junior and subordinate bonds, bond anticipation notes or obligations out of moneys in the Surplus Fund.

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

ARTICLE X

DEFAULT AND REMEDIES

Section 10.01. Acceleration of Maturity Upon Default. The Issuer covenants and agrees that if it defaults in the payment of the principal of or interest on any of the Bonds as the same becomes due on any Bond Payment Date, or if the Issuer or the City Council or any of the officers, agents or employees thereof fail or refuse to comply with any of the provisions of this Ordinance or of the Constitution or statutes of the State, and such default continues for a period of

60 days after written notice specifying such default has been given to the Issuer by the Registered Owner of any Bond then Outstanding, then, at any time thereafter and while such default continues, the Registered Owners of 25% in principal amount of the Bonds then Outstanding may, by written notice to the Issuer filed in the office of the Clerk or delivered in person to said Clerk, declare the principal of all Bonds then Outstanding to be due and payable immediately, and upon any such declaration given as aforesaid, all of said Bonds shall become and be immediately due and payable, anything in this Ordinance or in the Bonds contained to the contrary notwithstanding. This provision, however, is subject to the condition that if at any time after the principal of said Outstanding Bonds has been so declared to be due and payable, all arrears of interest upon all of said Bonds, except interest accrued but not yet due on such Bonds, and all arrears of principal upon all of said Bonds has been paid in full and all other defaults, if any, by the Issuer under the provisions of this Ordinance and under the provisions of the statutes of the State of Nebraska have been cured, then and in every such case the Registered Owners of a majority in principal amount of the Bonds then Outstanding, by written notice to the Issuer given as hereinbefore specified, may rescind and annul such declaration and its consequences, but no such rescission or annulment shall extend to or affect any subsequent default or impair any rights consequent thereon.

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

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

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

Section 10.04. Remedies Cumulative. No remedy conferred herein upon the Bondowners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Registered Owner of any Bond shall extend to or affect any subsequent default

or breach of duty or contract or shall impair any rights or remedies consequent thereon. No delay or omission of any Bondowner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Registered Owners of the Bonds by this Ordinance may be enforced and exercised from time to time and as often as may be deemed expedient. If any suit, action or proceeding taken by any Bondowner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to such Bondowner, then, and in every such case, the Issuer and the Registered Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Bondowners shall continue as if no such suit, action or other proceeding had been brought or taken.

ARTICLE XI

DEFEASANCE

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

ARTICLE XII

MISCELLANEOUS PROVISIONS

Section 12.01. Amendments. The rights and duties of the Issuer and the Bondowners, and the terms and provisions of the Bonds or of this Ordinance, may be amended or modified at

any time in any respect by Ordinance of the Issuer with the written consent of the Registered Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Registered Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 12.06. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the City Council and approval by the Mayor.

PASSED AND APPROVED on November 4, 2025.

ATTEST:

Mayor

City Clerk

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

Registered
No. R-___

Registered
\$_____

UNITED STATES OF AMERICA
STATE OF NEBRASKA

THE CITY OF ALLIANCE, NEBRASKA
AIRPORT REVENUE BOND
SERIES 2025

Interest Rate	Maturity Date	Dated Date of Bonds
_____ %	_____	_____, 2025

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____

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

The principal of and the interest payable on this Bond due on any payment date shall be paid to the person in whose name this Bond is registered on the Bond Register by check or draft mailed by _____ in _____, Nebraska (the “Paying Agent”) to such registered owner at the address shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such registered owner.

THE TERMS AND PROVISIONS OF THIS BOND ARE CONTINUED ON THE REVERSE SIDE HEREOF, AND SUCH CONTINUED TERMS AND PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.

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

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

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

THE CITY OF ALLIANCE, NEBRASKA

By _____
Mayor

ATTEST:

Clerk

CERTIFICATE OF AUTHENTICATION

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

Registration Date: _____

_____, as Registrar and
Paying Agent

By _____
Name _____
Title _____

ADDITIONAL PROVISIONS

This Bond is issued by the Issuer for the purpose of providing funds to finance the acquisition, construction and improvement of certain facilities of the Issuer (said improvements, together with all future improvements and extensions thereto hereafter constructed or acquired by the Issuer, being herein called the "Airport"), under the authority of and in full compliance with the Constitution and laws of the State of Nebraska, including particularly Section 3-501, Reissue Revised Statutes of Nebraska, as amended, and pursuant to an ordinance duly adopted by the governing body of the Issuer (herein called the "Ordinance"). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Ordinance.

At the option of the City, Bonds or portions thereof maturing on _____, 20____ and thereafter may be called for redemption and payment prior to maturity on _____, 20____ and thereafter in whole at any time or in part on any date from such maturity or maturities as the City, in its sole discretion may determine (Bonds of less than a full maturity to be selected by lot in multiples of \$5,000 principal amount in such equitable manner) at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the Redemption Date.

[Term Bond provisions, if applicable].

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

The Bonds are general obligations of the City payable from, and secured as to the payment of principal and interest by a pledge of Revenues derived from the operation of the Airport, including all proceeds of the tax authorized and levied under the provisions of Section 3 504(12) of the Act or any substitute, alternate or replacement thereof. The City hereby pledges said Revenues to the payment of the principal of and interest on the Bonds. Under the conditions set forth in the Ordinance, the City has the right to issue additional bonds and incur other obligations on a parity with the Bonds payable from the same source and secured by the same revenues as the Bonds; provided, however, that such additional bonds may be so issued only in accordance with and subject to the covenants, conditions and restrictions relating thereto set forth in the Ordinance.

The City hereby covenants and agrees with the Registered Owner of this Bond that it will keep and perform all covenants and agreements contained in the Ordinance, and will fix, establish, maintain and collect such rates, fees and charges for the use and services furnished by or through the Airport, as will produce Revenues sufficient to pay the costs of operation and maintenance of the Airport and pay the principal of and interest on the Bonds as and when the same become due. Reference is made to the Ordinance for a description of the covenants and agreements made by the City with respect to the collection, segregation and application of the Revenues of the Airport, the nature and extent of the security for the Bonds, the rights, duties and obligations of the City with respect thereto and the rights of the Registered Owners thereof.

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

receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

ASSIGNMENT

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

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

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

Dated: _____

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

Signature Guaranteed By:

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

By _____
Name _____
Title _____

EXHIBIT B TO ORDINANCE

Post-Issuance Compliance Procedures

General

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

Designation of Responsible Person

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

Post-Issuance Compliance Requirements

External Advisors/Documentation

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

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

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

Unless otherwise provided by the Ordinance or other authorizing documents relating to the Bonds, unexpended Bond proceeds shall be held in a segregated account, and the Issuer, pursuant to the terms of the Ordinance, shall manage the investment of Bond proceeds. The Issuer shall prepare regular, periodic statements regarding the investments and transactions involving Bond proceeds.

Arbitrage Rebate and Yield

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

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

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

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

The Issuer shall be responsible for:

- monitoring the use of Bond proceeds and the use of Bond-financed or refinanced assets (*e.g.*, facilities, furnishings or equipment) throughout the term of the Bonds to ensure compliance with covenants and restrictions set forth in the Tax Certificate;
- maintaining records identifying the assets or portion of assets that are financed or refinanced with proceeds of the Bonds, including a final allocation of Bond proceeds as described below under “Record Keeping Requirements”;
- consulting with bond counsel and other legal counsel and advisers in the review of any contracts or arrangements involving use of Bond-financed or refinanced assets to ensure compliance with all covenants and restrictions set forth in the Tax Certificate;
- maintaining records for any contracts or arrangements involving the use of Bond-financed or refinanced assets as described below under “Record Keeping Requirements”;
- conferring at least annually with personnel responsible for Bond-financed or refinanced assets to identify and discuss any existing or planned use of Bond-financed or refinanced assets, to ensure

that those uses are consistent with all covenants and restrictions set forth in the Tax Certificate; and

- to the extent that the Issuer discovers that any applicable tax restrictions regarding use of Bond proceeds and bond-financed or refinanced assets will or may be violated, consulting promptly with bond counsel and other legal counsel and advisers to determine a course of action to remediate all nonqualified bonds, if such counsel advises that a remedial action is necessary.

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

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

Record Keeping Requirement

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

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

EXHIBIT C

**NOTICE OF PUBLICATION OF BOND ORDINANCE
IN PAMPHLET FORM**

NOTICE OF PUBLICATION
OF ORDINANCE NO. _____
IN PAMPHLET FORM

Public Notice is hereby given that at a meeting of the Mayor and City Council of the City of Alliance, Nebraska, held at 7:00 p.m. on Tuesday, November 4, 2025, at the Alliance City Hall located at 324 Laramie Avenue, Alliance, Nebraska, there was passed and adopted Ordinance No. _____ entitled:

AN ORDINANCE AUTHORIZING THE ISSUANCE BY THE CITY OF ALLIANCE, NEBRASKA OF ITS AIRPORT REVENUE BONDS, SERIES 2025, IN ONE OR MORE SERIES, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$800,000; PRESCRIBING THE FORM AND DETAILS OF THE BONDS AND THE COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AUTHORIZING CERTAIN OFFICERS TO DETERMINE THE PRINCIPAL AMOUNT, THE MATURITIES, THE INTEREST RATES, THE REDEMPTION PROVISIONS, THE FINANCIAL COVENANTS AND OTHER TERMS AND PROVISIONS RELATING TO THE BONDS AND AUTHORIZING THE SALE AND DELIVERY OF THE BONDS TO THE PURCHASER THEREOF; PRESCRIBING THE COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT OF THE BONDS AND THE SECURITY THEREFOR; ADOPTING CERTAIN POST ISSUANCE TAX COMPLIANCE POLICIES AND PROCEDURES WITH RESPECT TO THE BONDS; PROVIDING FOR THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM; AND AUTHORIZING CERTAIN ACTIONS AND DOCUMENTS AND PRESCRIBING OTHER MATTERS RELATING THERETO.

Said Ordinance has been published in pamphlet form, and copies of said Ordinance as published in pamphlet form are available for inspection and distribution at the Office of the City Clerk at the City Office.

City Clerk

City of Alliance, Nebraska

Series 2025 (Airport Bonds) (Refuse Bonds) (Lease Purchase)
Preliminary Financing Schedule

October 2025							November 2025							December 2025						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4							1		1	2	3	4	5	6
5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13
12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20
19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27
26	27	28	29	30	31		23	24	25	26	27	28	29	28	29	30	31			
							30													

Date*	Action Item(s):	Completed By:
Week of October 27 th	<ul style="list-style-type: none"> ▪ Preliminary official statement (POS) for Series 2025 Refuse Bonds drafted and sent for review ▪ Preliminary term sheets for Series 2025 Airport Bonds and Series 2025 Lease Purchase (General Fund) financings sent for review 	<ul style="list-style-type: none"> ▪ Northland, Bond Counsel
November 4th, 2025 Council Meeting	<ul style="list-style-type: none"> ▪ Bond parameters ordinances and reimbursement resolution (for all 2025-26 capital projects) approved by City Council 	<ul style="list-style-type: none"> ▪ Northland, Alliance, Bond Counsel
November 5 th – 7 th	<ul style="list-style-type: none"> ▪ Due diligence call with Northland to finalize bond structure, financing amounts, and timing 	<ul style="list-style-type: none"> ▪ Northland, Alliance
Week of November 10 th	<ul style="list-style-type: none"> ▪ Term sheets for Series 2025 Airport Bonds and Lease Purchase sent to local banks ▪ Finalize and post POS for Series 2025 Refuse Bonds 	<ul style="list-style-type: none"> ▪ Northland, Bond Counsel
Week of November 24 th	<ul style="list-style-type: none"> ▪ Responses due from banks (November 24th) ▪ Compare terms and select lender for Lease Purchase and Airport Bonds 	<ul style="list-style-type: none"> ▪ Northland, Alliance
Week of November 24 th	<ul style="list-style-type: none"> ▪ Pre-marketing/pre-pricing views for public sale of Refuse Bonds 	<ul style="list-style-type: none"> ▪ Northland
December 2 nd , 2025	<ul style="list-style-type: none"> ▪ Bond pricing for 2025 Refuse Bonds (bond sale to lock interest rates) 	<ul style="list-style-type: none"> ▪ Northland, Alliance
December 2nd, 2025 Council Meeting	<ul style="list-style-type: none"> ▪ Council approves Lease Purchase and Airport Bond financing terms ▪ Council approves Bond Purchase Agreement (BPA) to be signed for Series 2025 Refuse Bonds 	<ul style="list-style-type: none"> ▪ Northland, Alliance
Week of December 8 th	<ul style="list-style-type: none"> ▪ Draft of Final Official Statement (OS) for Refuse Bonds circulated for review 	<ul style="list-style-type: none"> ▪ Northland, Bond Counsel
Week of December 8 th	<ul style="list-style-type: none"> ▪ Comments due on Final OS for Refuse Bonds ▪ Finalize and post OS for Refuse Bonds 	<ul style="list-style-type: none"> ▪ Northland, Bond Counsel, Alliance
Week of December 8 th	<ul style="list-style-type: none"> ▪ Closing documents executed and returned to Bond Counsel 	<ul style="list-style-type: none"> ▪ Northland, Bond Counsel, Alliance
December 16th, 2025	<ul style="list-style-type: none"> ▪ Series 2025 transactions close (funds are transferred to project construction funds) 	<ul style="list-style-type: none"> ▪ WORKING GROUP

Narrative

November 4, 2025



ORDINANCES AND RESOLUTIONS – FY26 DEBT ISSUANCE AND REIMBURSEMENT RESOLUTION

The City Council approved the usage of debt instruments to pay for capital improvements and equipment when it adopted the FY2025-2026 Budget. Debt is a tool that when leveraged properly allows the City to spread out the cost of a project or equipment to be spread out over the life of the project or equipment. The City intends to issue two main batches of debt instruments – one set during the Fall of 2025 and one set during the Spring of 2026. The total anticipated debt to be issued during the 2026 fiscal year is \$11,750,000.

The reimbursement resolution declaring the City's intent is necessary under the IRS Code of 1986 to reimburse certain capital expenditures from the proceeds of tax-exempt or tax-favored debt obligations. There are conflicting timelines between the time needed to order equipment or begin design on projects and the point in time where funds from issued debt become available for expenditure. This is a normal situation, but necessitates the passage of a reimbursement resolution. This resolution means that the expense will still qualify for payment under the debt instrument if monies need to be spent before receiving the debt funding, and that it will be paid back to City coffers. As an example, the city passes a reimbursement resolution and then needs to pay for a chassis on an Electric Department digger truck in November 2025 before we receive the funding from the debt (estimated to be in December 2025); the City would pay for the chassis out of the Electric Fund but would then be eligible to have that money paid back into the Electric Fund when the City receives the money from the bond at a later point in time. Without a reimbursement resolution, the City would not be able to "repay" itself for expenditures made before the bond money is physically available.

As the first set of debt, the following are proposed for the Council's consideration:

- Airport Revenue Bonds in the amount not to exceed \$800,000 to be issued to make certain improvements to and purchase equipment for the Airport.
- Revenue Bonds in the amount not to exceed \$1,300,000 to be issued to make and/or construct certain improvements to the Solid Waste (Refuse/Landfill) System.
- Lease Purchase for certain equipment for the City (General Fund) in the amount not to exceed \$1,600,000.

STAFF RECOMMENDATION: APPROVAL OF REIMBURSEMENT RESOLUTION AND ORDINANCES FOR DEBT ISSUED AS AIRPORT REVENUE BONDS, SOLID WASTE REVENUE BONDS, AND GENERAL FUND LEASE PURCHASES

November 4, 2025
Alliance, Nebraska

The Mayor and City Council (the “Council”) of the City of Alliance, Nebraska (the “City”) met in open session at 7:00 p.m. on Tuesday, November 4, 2025, at the Alliance City Hall located at 324 Laramie Avenue, Alliance, Nebraska. Advance publicized notice of such meeting was given in strict accordance with the provisions of Article 14, Chapter 84, Reissue Revised Statutes of Nebraska, as amended (the “Open Meetings Act”), and set forth (a) the time, date, and place of such meeting, (b) that such meeting would be open to the attendance of the public and (c) that an agenda of then known subjects to be taken up at such meeting could be obtained from the office of the City Clerk (the “City Clerk”). A copy of the affidavit of publication of said advance publicized notice was ordered annexed to the minutes of this meeting as Attachment 1. Advance notice of this meeting was simultaneously given to all members of the Council, and a copy of their acknowledgment of receipt of such notice is attached to these minutes as Attachment 2. Availability of the agenda was communicated in the publicized notice and in the notice to the members of the Council of this meeting. Additionally, reasonable efforts were made to provide advance notification of the meeting to all news media requesting the same of the time, date and place of the meeting.

The Mayor, _____, presided, and the City Clerk, _____, recorded the proceedings. The following Council Members were present: _____
_____.

The following Council Members were absent: _____. A quorum being present and the meeting duly convened, the following proceedings were had and done.

The Mayor publicly stated to all in attendance that a current copy of the Open Meetings Act was available for review and indicated the location of such copy in the room where the meeting was

being held. All proceedings of the Council were taken while the convened meeting was open to the attendance of the public.

* * * * *

(Omitted Proceedings)

* * * * *

Council Member _____ then introduced and moved the adoption of an ordinance entitled:

AN ORDINANCE AUTHORIZING THE ISSUANCE BY THE CITY OF ALLIANCE, NEBRASKA OF ITS REVENUE BONDS, SERIES 2025, IN ONE OR MORE SERIES IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$1,300,000; PRESCRIBING THE FORM AND DETAILS OF THE BONDS AND THE COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AUTHORIZING CERTAIN OFFICIALS TO DETERMINE THE PRINCIPAL AMOUNT, THE MATURITIES, THE INTEREST RATES, THE REDEMPTION PROVISIONS, THE FINANCIAL COVENANTS AND OTHER TERMS AND PROVISIONS RELATING TO THE BONDS AND AUTHORIZING THE SALE AND DELIVERY OF THE BONDS TO THE PURCHASER THEREOF; DESIGNATING THE BONDS AS QUALIFIED TAX-EXEMPT OBLIGATIONS; ADOPTING CERTAIN POST ISSUANCE TAX COMPLIANCE AND DISCLOSURE POLICIES AND PROCEDURES WITH RESPECT TO THE BONDS; PROVIDING FOR THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM; AND AUTHORIZING CERTAIN ACTIONS AND DOCUMENTS AND PRESCRIBING OTHER MATTERS RELATING THERETO.

Said Ordinance, the full text of which is attached hereto as Attachment 3, was designated as Ordinance No. _____, and the title thereof was approved.

Council Member _____ moved that the statutory rule requiring that ordinances be read by title on three different days be suspended so that Ordinance No. _____ might be introduced, read by title and then moved for final passage on the same day, without the same being read in full, which motion was seconded by Council Member _____. On roll call vote, the following Council Members voted in favor of the motion to suspend the statutory

rule:

_____;

the following Council Members voted against the motion to suspend the statutory rule:

_____; the following Council Members were absent or did not vote:
_____.

The motion to suspend the statutory rule having been agreed upon by at least three-fourths of all of the Members elected to the Council, the Mayor declared the motion passed and the statutory rule suspended.

Council Member _____ then read Ordinance No. ____ by title and moved the same for final passage. Council Member _____ seconded the motion to pass Ordinance No. _____. On roll call vote, the following Council Members voted in favor of the passage of Ordinance No. _____:

_____;

the following Council Members voted against the passage of Ordinance No. _____:

_____; the following Council Members were absent or did not vote:
_____.

The passage of Ordinance No. ____ having been agreed upon by a majority of all the Members elected to the Council, the Mayor declared Ordinance No. _____ passed and signed Ordinance No. _____ in the presence of the Council, and the City Clerk attested to its passage and approval by affixing her signature thereto.

* * * * *

(Omitted Proceedings)

* * * * *

Motion for adjournment and meeting adjourned.

Mayor

ATTEST:

City Clerk

ATTACHMENT 1

AFFIDAVIT OF PUBLICATION OF NOTICE OF MEETING

[To be attached if meeting notice was published]

ATTACHMENT 2
ACKNOWLEDGMENT OF RECEIPT OF
NOTICE OF MEETING

ATTACHMENT 3

ORDINANCE NO. _____

See Tab #2

CITY OF ALLIANCE, NEBRASKA

ORDINANCE NO. _____

PASSED NOVEMBER 4, 2025

Authorizing

Not to Exceed

\$1,300,000

City of Alliance, Nebraska

Revenue Bonds

Series 2025

TABLE OF CONTENTS

Page

ARTICLE I

DEFINITIONS..... 2

ARTICLE II

AUTHORIZATION OF BONDS

Section 2.01. Authorization of Bonds..... 8
Section 2.02. Description of Bonds 8
Section 2.03. Designation of Paying Agent 8
Section 2.04. Method and Place of Payment of Bonds..... 9
Section 2.05. Registration, Transfer and Exchange of Bonds 10
Section 2.06. Execution, Authentication and Delivery of Bonds 11
Section 2.07. Mutilated, Destroyed, Lost and Stolen Bonds 11
Section 2.08. Cancellation and Destruction of Bonds Upon Payment 12
Section 2.09. Book-Entry Bonds; Securities Depository 12
Section 2.10. Offering Documents..... 13
Section 2.11. Sale of Bonds 13
Section 2.12. Parameters and Authorization of Award Certificate..... 14

ARTICLE III

REDEMPTION OF BONDS

Section 3.01. Optional and Mandatory Redemption of Bonds 15
Section 3.02. Selection of Bonds To Be Redeemed 16
Section 3.03. Notice and Effect of Call for Redemption 16

ARTICLE IV

SECURITY FOR BONDS..... 18

ARTICLE V

FUNDS; DEPOSIT AND APPLICATION OF BOND PROCEEDS

Section 5.01. Establishment of Funds..... 19
Section 5.02. Deposit of Bond Proceeds..... 19
Section 5.03. Application of Moneys in the Project Fund 20

ARTICLE VI

APPLICATION OF REVENUES

Section 6.01. Revenue Fund 20
Section 6.02. Application of Moneys in Funds..... 21
Section 6.03. Transfer of Funds to Paying Agent 23
Section 6.04. Payments Due on Saturdays, Sundays and Holidays..... 23
Section 6.05. Nonpresentment of Bonds..... 24

ARTICLE VII

DEPOSIT AND INVESTMENT OF MONEYS 24

ARTICLE VIII
GENERAL COVENANTS AND PROVISIONS

Section 8.01. Efficient and Economical Operation..... 25
Section 8.02. Rate Covenant..... 25
Section 8.03. Reasonable Charges for All Services..... 25
Section 8.04. Restrictions on Mortgage or Sale of System..... 26
Section 8.05. Insurance 27
Section 8.06. Books, Records and Accounts 27
Section 8.07. Annual Budget 27
Section 8.08. Annual Audit..... 28
Section 8.09. Right of Inspection..... 28
Section 8.10. Administrative Personnel..... 28
Section 8.11. Rules and Regulations..... 28
Section 8.12. Performance of Duties and Covenants..... 28
Section 8.13. Tax Covenants 28
Section 8.14. Continuing Disclosure 28

ARTICLE IX
ADDITIONAL BONDS AND OBLIGATIONS

Section 9.01. Senior Lien Bonds..... 30
Section 9.02. Parity Lien Bonds 30
Section 9.03. Junior Lien Bonds and Other Obligations 32
Section 9.04. Refunding Bonds 32

ARTICLE X
DEFAULT AND REMEDIES

Section 10.01. Events of Default 32
Section 10.02. Remedies..... 33
Section 10.03. Limitation on Rights of Bondowners..... 33
Section 10.04. Remedies Cumulative 33
Section 10.05. Default Rate 34
Section 10.06. No Obligation To Levy Taxes 34

ARTICLE XI

DEFEASANCE..... 34

ARTICLE XII
MISCELLANEOUS PROVISIONS

Section 12.01. Amendments 34
Section 12.02. Notices, Consents and Other Instruments by Bondowners..... 35
Section 12.03. Further Authority 36
Section 12.04. Severability 36

Section 12.05.	Governing Law	36
Section 12.06.	Effective Date; Publication in Pamphlet Form	36
EXHIBIT A	FORM OF BONDS	
EXHIBIT B	POST-ISSUANCE COMPLIANCE PROCEDURES	
EXHIBIT C	DISCLOSURE POLICIES AND PROCEDURES	
EXHIBIT D	NOTICE OF PUBLICATION OF ORDINANCE IN PAMPHLET FORM	

AN ORDINANCE AUTHORIZING THE ISSUANCE BY THE CITY OF ALLIANCE, NEBRASKA OF ITS REVENUE BONDS, SERIES 2025, IN ONE OR MORE SERIES IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$1,300,000; PRESCRIBING THE FORM AND DETAILS OF THE BONDS AND THE COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AUTHORIZING CERTAIN OFFICIALS TO DETERMINE THE PRINCIPAL AMOUNT, THE MATURITIES, THE INTEREST RATES, THE REDEMPTION PROVISIONS, THE FINANCIAL COVENANTS AND OTHER TERMS AND PROVISIONS RELATING TO THE BONDS AND AUTHORIZING THE SALE AND DELIVERY OF THE BONDS TO THE PURCHASER THEREOF; DESIGNATING THE BONDS AS QUALIFIED TAX-EXEMPT OBLIGATIONS; ADOPTING CERTAIN POST ISSUANCE TAX COMPLIANCE AND DISCLOSURE POLICIES AND PROCEDURES WITH RESPECT TO THE BONDS; PROVIDING FOR THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM; AND AUTHORIZING CERTAIN ACTIONS AND DOCUMENTS AND PRESCRIBING OTHER MATTERS RELATING THERETO.

RECITALS

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

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

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

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

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

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

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

ARTICLE I

DEFINITIONS

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

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

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

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

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

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

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

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

“**Bonds**” means one or more series of the Issuer’s Revenue Bonds, Series 2025, in the original aggregate principal amount not to exceed \$1,300,000, authorized and to be issued pursuant to this Ordinance.

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

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

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

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

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

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

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

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

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

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

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

“Defeasance Obligations” means any of the following obligations:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“*State*” means State of Nebraska.

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

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

“*System*” means the entire solid waste system of the Issuer, consisting of trash services and landfill services, and all appurtenances thereto, together with all extensions, additions and improvements thereto hereafter made or acquired by the Issuer.

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

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

ARTICLE II

AUTHORIZATION OF BONDS

Section 2.01. Authorization of Bonds. The Issuer is authorized and directed to issue one or more series of Bonds, designated as “Revenue Bonds, Series 2025”, with such other designations as may be appropriate, in an aggregate principal amount not to exceed \$1,300,000, for the purpose of providing funds to (i) improve, extend, maintain and enhance the System, and (ii) pay the costs of issuing the Bonds.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 2.09. Book-Entry Bonds; Securities Depository.

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

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

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

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

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

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

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

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

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

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

Section 2.12. Parameters and Authorization of Award Certificate. The Authorized Officers, or each individually, is authorized and directed, in the exercise of his or her independent judgment and absolute discretion, as it relates to each series of Bonds authorized herein, to hereafter, from time to time, specify, set, designate, determine, establish and appoint, as the case may be, and in each case in accordance with and subject to the provisions of this Ordinance pursuant to a certificate executed by an Authorized Officer (the “**Award Certificate**”): (a) the dates of original issue, (b) the aggregate principal amount of Bonds to be issued, not exceeding aggregate principal amount set forth in Section 2.01, (c) the Maturity Dates and the principal amount of the Bonds to mature on each of such dates, (d) the final Maturity Date of the Bonds, which shall in no event be later than twenty (20) years after the issuance of each series of the Bonds, (e) the dates upon which the Bonds shall be sold, (f) the rate or rates of interest to be carried by each maturity of the Bonds, such that the true interest cost of the Bonds shall not exceed 6.00%, (h) the Interest Payment Dates for the Bonds, (i) the redemption dates and prices and all terms relating thereto, including the amount and maturity date of any Bonds issued as “term bonds” and the amount of each sinking fund installment therefor, and all terms relating thereto, if any, (j) the identity of the Paying Agent; (k) any financial covenants, including modification of those set forth herein; (l) the form, content, terms and provisions of the Purchase Agreement entered into by the Issuer with the Underwriter or any loan agreement between the Issuer and the Lender, all as set forth in Section 2.11 hereof, (m) the identity of the Purchaser, in accordance with Section 2.11 hereof, (n) the fee of the Purchaser, which shall not be more than 2.00% of the aggregate principal amount of the Bonds, (o) the purchase price for the Bonds, which shall not be less than 96.00% of the aggregate principal amount thereof (inclusive of the Purchaser’s discount or fee and any original issue discount), (p) the form and contents of any Offering Document (as defined in Section 2.10 hereof), (q) the types and the amounts of any reserves as may be required by the Purchaser, (r) such covenants and other security as may be necessary in addition to those set forth in this Ordinance; (s) the initial Debt Service Reserve Requirement, if any, as required by the Purchaser; (t) whether to obtain a municipal bond insurance policy or other credit enhancement feature for any series of Bonds, (u) the form, content, terms, and provisions of any closing and other documentation executed and delivered by the Issuer in connection with the authorization, issuance, sale and delivery of the Bonds, and (v) all of the other terms of the Bonds not otherwise determined or fixed by the provisions of this Ordinance.

ARTICLE III

REDEMPTION OF BONDS

Section 3.01. Optional and Mandatory Redemption of Bonds.

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

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

Date”) and in the amounts (hereinafter referred to as a “**Mandatory Sinking Fund Payment**”) set forth in such certificate. The Paying Agent shall select and call for redemption, in accordance with this subsection (b), from the Term Bonds the amounts specified by such Authorized Officer in the Award Certificate, and the Term Bonds selected by the Paying Agent shall become due and payable on such date.

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

Section 3.02. Selection of Bonds To Be Redeemed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV

SECURITY FOR BONDS

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

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

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

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

ARTICLE V
FUNDS; DEPOSIT AND APPLICATION OF
BOND PROCEEDS

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

- (a) Project Fund (the “**Project Fund**”);
- (b) Cost of Issuance Fund (the “**Cost of Issuance Fund**”);
- (c) Revenue Fund (the “**Revenue Fund**”);
- (d) Operation and Maintenance Fund (the “**Operation and Maintenance Fund**”);
- (e) Debt Service Fund for Revenue Bonds, Series 2025 (the “**Debt Service Fund**”);
- (f) Debt Service Reserve Fund for Revenue Bonds, Series 2025 (the “**Debt Service Reserve Fund**”); and
- (g) Surplus Fund (the “**Surplus Fund**”).

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

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

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

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

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

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

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

ARTICLE VI

APPLICATION OF REVENUES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VII

DEPOSIT AND INVESTMENT OF MONEYS

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

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

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

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 8.13. Tax Covenants.

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

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

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

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

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

(e) The Issuer makes the following representations in connection with the exception for small governmental units from the arbitrage rebate requirements under Section 148(f)(4)(D) of the Code:

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

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

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

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

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

(f) The Issuer hereby designates the Bonds as “qualified tax exempt obligations” as defined in Section 265(b)(3) of the Code. Accordingly, the Issuer hereby represents that:

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

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

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

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

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

Section 8.14. Continuing Disclosure.

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

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

ARTICLE IX

ADDITIONAL BONDS AND OBLIGATIONS

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

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

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

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

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

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

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

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

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

earlier than that of the Bonds which are refunded, then said Bonds may be refunded without complying with the provisions of Section 9.02 hereof only by and with the written consent of the Registered Owners of a majority in principal amount of the Bonds not refunded.

ARTICLE X

DEFAULT AND REMEDIES

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

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

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

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

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

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

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

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

ARTICLE XI

DEFEASANCE

When any or all of the Bonds or the interest payments thereon have been paid and discharged, then the requirements contained in this Ordinance and the pledge of revenues made hereunder and all other rights granted hereby shall terminate with respect to the Bonds so paid and discharged. Bonds or the interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Ordinance if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds, in trust for and irrevocably appropriated thereto, money and/or Defeasance Obligations which, together with the interest to be earned thereon, will be sufficient for the payment of the principal or Redemption Price of said Bonds, and/or interest to accrue on such Bonds to the Stated Maturity or Redemption Date, as the case may be, or if default in such payment shall have occurred on such date, then to the date of the tender of such payments; provided, however, that if any such Bonds shall be redeemed prior to the Stated Maturity thereof, (a) the Issuer shall have elected to redeem such Bonds, and (b) either

notice of such redemption shall have been given, or the Issuer shall have given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Paying Agent to redeem such Bonds in compliance with Section 3.02(a) of this Ordinance. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Bonds or the interest payments thereon, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Registered Owners of the Bonds, and such money shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All moneys and Defeasance Obligations deposited with the Paying Agent or other bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance.

ARTICLE XII

MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED AND APPROVED November 4, 2025.

ATTEST:

Mayor

City Clerk

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

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

UNITED STATES OF AMERICA
STATE OF NEBRASKA

Registered
No. R- _____

Registered
\$ _____

**THE CITY OF ALLIANCE, NEBRASKA
REVENUE BONDS
SERIES 2025**

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

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

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

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

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

This Bond is one of a duly authorized series of bonds of the Issuer designated “Revenue Bonds, Series 2025,” aggregating the principal amount of \$ _____ (the “Bonds”) under the authority of and in full compliance with the Constitution and laws of the State of Nebraska, including particularly Sections 18–1803 through 18–1805, Reissue Revised Statutes of Nebraska, as amended, and pursuant to an ordinance duly adopted by the governing body of the Issuer (herein called the “Ordinance”). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Ordinance. The Bonds are being issued by the Issuer for the purpose of paying the cost of extending and improving the System of the Issuer, [funding a deposit to the Debt Service Reserve Fund] and to pay certain costs of issuing the Bonds.

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

[Term Bond Redemption]

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

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

The Issuer hereby covenants and agrees with the Registered Owner of this Bond that it will keep and perform all covenants and agreements contained in the Ordinance, and will fix, establish, maintain and collect such rates, fees and charges for the use and services furnished by or through

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

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

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

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

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

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

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

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

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

THE CITY OF ALLIANCE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

CERTIFICATE OF AUTHENTICATION

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

Registration Date: _____

_____, as Paying Agent

By _____
Name _____
Title _____

ASSIGNMENT

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

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

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

Dated: _____

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

Signature Guaranteed By:

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

By _____
Name _____
Title _____

EXHIBIT B TO ORDINANCE

Post-Issuance Compliance Procedures

General

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

Designation of Responsible Person

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

Post-Issuance Compliance Requirements

External Advisors/Documentation

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

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

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

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

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

Arbitrage Rebate and Yield

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

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

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

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

The Issuer shall be responsible for:

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

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

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

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

Record Keeping Requirements

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

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

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

EXHIBIT C DISCLOSURE POLICIES AND PROCEDURES

Purpose of Disclosure Policies and Procedures

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

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

Designation of City Representative; Maintenance of List and Files

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

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

Dissemination Agents

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

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

Annual Financial Filings

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

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

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

Listed Event Filings

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

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

Reports of City Representative; Record Retention

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

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

Familiarity with EMMA Submission Process

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

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

Training

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

Review of Offering Document in Connection with Primary Offerings

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

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

EXHIBIT D

NOTICE OF PUBLICATION OF BOND ORDINANCE
IN PAMPHLET FORM

NOTICE OF PUBLICATION
OF ORDINANCE NO. _____
IN PAMPHLET FORM

Public Notice is hereby given that at a meeting of the Mayor and City Council of the City of Alliance, Nebraska, held at 9:00 p.m. on Tuesday, November 4, 2025, at the Alliance City Hall located at 324 Laramie Avenue, Alliance, Nebraska, there was passed and adopted Ordinance No. _____ entitled:

AN ORDINANCE AUTHORIZING THE ISSUANCE BY THE CITY OF ALLIANCE, NEBRASKA OF ITS REVENUE BONDS, SERIES 2025, IN ONE OR MORE SERIES IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$1,300,000; PRESCRIBING THE FORM AND DETAILS OF THE BONDS AND THE COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AUTHORIZING CERTAIN OFFICIALS TO DETERMINE THE PRINCIPAL AMOUNT, THE MATURITIES, THE INTEREST RATES, THE REDEMPTION PROVISIONS, THE FINANCIAL COVENANTS AND OTHER TERMS AND PROVISIONS RELATING TO THE BONDS AND AUTHORIZING THE SALE AND DELIVERY OF THE BONDS TO THE PURCHASER THEREOF; DESIGNATING THE BONDS AS QUALIFIED TAX-EXEMPT OBLIGATIONS; ADOPTING CERTAIN POST ISSUANCE TAX COMPLIANCE AND DISCLOSURE POLICIES AND PROCEDURES WITH RESPECT TO THE BONDS; PROVIDING FOR THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM; AND AUTHORIZING CERTAIN ACTIONS AND DOCUMENTS AND PRESCRIBING OTHER MATTERS RELATING THERETO.

Said Ordinance has been published in pamphlet form, and copies of said Ordinance as published in pamphlet form are available for inspection and distribution at the Office of the City Clerk at the City Office.

City Clerk

Narrative

November 4, 2025



ORDINANCES AND RESOLUTIONS – FY26 DEBT ISSUANCE AND REIMBURSEMENT RESOLUTION

The City Council approved the usage of debt instruments to pay for capital improvements and equipment when it adopted the FY2025-2026 Budget. Debt is a tool that when leveraged properly allows the City to spread out the cost of a project or equipment to be spread out over the life of the project or equipment. The City intends to issue two main batches of debt instruments – one set during the Fall of 2025 and one set during the Spring of 2026. The total anticipated debt to be issued during the 2026 fiscal year is \$11,750,000.

The reimbursement resolution declaring the City's intent is necessary under the IRS Code of 1986 to reimburse certain capital expenditures from the proceeds of tax-exempt or tax-favored debt obligations. There are conflicting timelines between the time needed to order equipment or begin design on projects and the point in time where funds from issued debt become available for expenditure. This is a normal situation, but necessitates the passage of a reimbursement resolution. This resolution means that the expense will still qualify for payment under the debt instrument if monies need to be spent before receiving the debt funding, and that it will be paid back to City coffers. As an example, the city passes a reimbursement resolution and then needs to pay for a chassis on an Electric Department digger truck in November 2025 before we receive the funding from the debt (estimated to be in December 2025); the City would pay for the chassis out of the Electric Fund but would then be eligible to have that money paid back into the Electric Fund when the City receives the money from the bond at a later point in time. Without a reimbursement resolution, the City would not be able to "repay" itself for expenditures made before the bond money is physically available.

As the first set of debt, the following are proposed for the Council's consideration:

- Airport Revenue Bonds in the amount not to exceed \$800,000 to be issued to make certain improvements to and purchase equipment for the Airport.
- Revenue Bonds in the amount not to exceed \$1,300,000 to be issued to make and/or construct certain improvements to the Solid Waste (Refuse/Landfill) System.
- Lease Purchase for certain equipment for the City (General Fund) in the amount not to exceed \$1,600,000.

STAFF RECOMMENDATION: APPROVAL OF REIMBURSEMENT RESOLUTION AND ORDINANCES FOR DEBT ISSUED AS AIRPORT REVENUE BONDS, SOLID WASTE REVENUE BONDS, AND GENERAL FUND LEASE PURCHASES

**ACKNOWLEDGMENT OF RECEIPT
OF NOTICE OF MEETING**

The undersigned Mayor and members of the City Council of the City of Alliance, Nebraska (the “City”) hereby acknowledge receipt of advance notice of a meeting of said body, and the agenda for such meeting, held at 7:00 p.m. on Tuesday, November 4, 2025, at the Alliance City Hall located at 324 Laramie Avenue, Alliance, Nebraska.

DATED November 4, 2025.

November 4, 2025
Alliance, Nebraska

A meeting of the Mayor and City Council (the “Council”) of the City of Alliance, Nebraska (the “City”) was held at 7:00 p.m. on Tuesday, November 4, 2025, at the Alliance City Hall located at 324 Laramie Avenue, Alliance, Nebraska. Advance publicized notice of such meeting was given in strict accordance with the provisions of Article 14, Chapter 84, Reissue Revised Statutes of Nebraska, as amended (the “Open Meetings Act”), and set forth (a) the time, date, and place of this meeting, (b) that this meeting would be open to the attendance of the public and (c) that an agenda for the meeting, kept continuously current, was available for public inspection in the office of the City Clerk. A copy of said advance publicized notice was ordered annexed to the minutes of this meeting as Attachment 1. Each member of the Council (“Council Member”) was previously furnished with a copy of said advance publicized notice, the same having been transmitted to each Council Member simultaneously with its publicizing, and a copy of their collective acknowledgment of receipt of such notice is attached to these minutes as Attachment 2. Additionally, reasonable efforts were made to provide advance notification of the meeting to all news media requesting the same of the time, date, and place of the meeting.

The Mayor, _____, presided, and the City Clerk, _____, recorded the proceedings. On roll call the following Council Members were present:

_____.

The following Council Members were absent:

_____.

A quorum being present via electronic means and the meeting duly commenced, the following proceedings were had and done.

The Mayor publicly stated to all in attendance that a current and complete copy of the Open Meetings Act was available for review and indicated the location of such copy in the room where

the meeting was being held. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

* * * * *

(Other Proceedings)

* * * * *

Council Member _____ introduced the following ordinance and moved for its adoption:

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ALLIANCE, NEBRASKA AUTHORIZING AND APPROVING THE LEASE-PURCHASE OF CERTAIN EQUIPMENT FOR USE BY THE CITY; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATING TO SUCH LEASE-PURCHASE FINANCING; APPROVING THE ISSUANCE OF CERTIFICATES OF PARTICIPATION IN THE LEASE PAYMENTS TO BE MADE BY THE CITY RELATING TO SUCH LEASE-PURCHASE FINANCING OR SUCH OTHER FINANCING STRUCTURE AS AUTHORIZED BY CERTAIN CITY OFFICIALS; AUTHORIZING CITY OFFICIALS TO DETERMINE THE FINAL AGGREGATE PRINCIPAL AMOUNT, MATURITIES, RATES, TERMS AND OTHER DETAILS OF SUCH LEASE-PURCHASE FINANCING AND THE RELATED CERTIFICATES, SUBJECT TO THE PARAMETERS SET FORTH HEREIN; APPROVING THE DELIVERY AND USE OF AN OFFERING DOCUMENT IN CONNECTION WITH THE OFFER AND SALE OF ANY CERTIFICATES; DESIGNATING ANY LEASE-PURCHASE AGREEMENT AND ANY RELATED CERTIFICATES AS QUALIFIED TAX-EXEMPT OBLIGATIONS; ADOPTING CERTAIN POST-ISSUANCE TAX COMPLIANCE AND DISCLOSURE POLICIES AND PROCEDURES WITH RESPECT TO ANY LEASE-PURCHASE AGREEMENT AND ANY RELATED CERTIFICATES; PROVIDING FOR THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM; AND AUTHORIZING CERTAIN ACTIONS AND DOCUMENTS AND PRESCRIBING OTHER MATTERS RELATING THERETO.

Said Ordinance, the full text of which is attached hereto as Attachment 3, was designated as Ordinance No. _____, and the title thereof was approved.

Council Member _____ moved that the statutory rule requiring that ordinances be read by title on three different days be suspended so that Ordinance No. _____ might

be introduced, read by title and then moved for final passage on the same day, without the same being read in full, which motion was seconded by Council Member _____ . On roll call vote, the following Council Members voted in favor of the motion to suspend the statutory rule:

_____;

the following Council Members voted against the motion to suspend the statutory rule: _____; the following Council Members were absent or did not vote: _____. The motion to suspend the statutory rule having been agreed upon by at least three-fourths of all of the Members elected to the Council, the Mayor declared the motion passed and the statutory rule suspended.

Council Member _____ then read Ordinance No. ____ by title and moved the same for final passage. Council Member _____ seconded the motion to pass Ordinance No. ____ . On roll call vote, the following Council Members voted in favor of the passage of Ordinance No. ____:

_____;

the following Council Members voted against the passage of Ordinance No. ____: _____; the following Council Members were absent or did not vote: _____. The passage of Ordinance No. ____ having been agreed upon by a majority of all the Members elected to the Council, the Mayor declared Ordinance No. ____ passed and signed Ordinance No. ____ in the presence of the Council, and the City Clerk attested to its passage and approval by affixing her signature thereto.

* * * * *

(Other Proceedings)

* * * * *

Moved to adjourn.

DATED November 4, 2025.

ATTEST:

Mayor, City Council

City Clerk

ATTACHMENT 1

Affidavit of Publication

ATTACHMENT 2

Acknowledgment of Receipt of Advance Notice of Meeting

ATTACHMENT 3

Ordinance No. _____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ALLIANCE, NEBRASKA AUTHORIZING AND APPROVING THE LEASE-PURCHASE OF CERTAIN EQUIPMENT FOR USE BY THE CITY; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATING TO SUCH LEASE-PURCHASE FINANCING; APPROVING THE ISSUANCE OF CERTIFICATES OF PARTICIPATION IN THE LEASE PAYMENTS TO BE MADE BY THE CITY RELATING TO SUCH LEASE-PURCHASE FINANCING OR SUCH OTHER FINANCING STRUCTURE AS AUTHORIZED BY CERTAIN CITY OFFICIALS; AUTHORIZING CITY OFFICIALS TO DETERMINE THE FINAL AGGREGATE PRINCIPAL AMOUNT, MATURITIES, RATES, TERMS AND OTHER DETAILS OF SUCH LEASE-PURCHASE FINANCING AND THE RELATED CERTIFICATES, SUBJECT TO THE PARAMETERS SET FORTH HEREIN; APPROVING THE DELIVERY AND USE OF AN OFFERING DOCUMENT IN CONNECTION WITH THE OFFER AND SALE OF ANY CERTIFICATES; DESIGNATING ANY LEASE-PURCHASE AGREEMENT AND ANY RELATED CERTIFICATES AS QUALIFIED TAX-EXEMPT OBLIGATIONS; ADOPTING CERTAIN POST-ISSUANCE TAX COMPLIANCE AND DISCLOSURE POLICIES AND PROCEDURES WITH RESPECT TO ANY LEASE-PURCHASE AGREEMENT AND ANY RELATED CERTIFICATES; PROVIDING FOR THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM; AND AUTHORIZING CERTAIN ACTIONS AND DOCUMENTS AND PRESCRIBING OTHER MATTERS RELATING THERETO

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

Section 1. The City Council (the “**Council**”) of the City of Alliance, Nebraska (the “**City**”) hereby makes the following findings and determinations:

(a) The City is a city of the first class and political subdivision duly organized and existing under the laws of the State of Nebraska (the “**State**”).

(b) It is necessary, desirable, advisable and in the best interests of the City that the City lease or lease-purchase certain equipment (the “**Equipment**”), as described in Exhibit A hereto.

(c) Pursuant to Section 19-2421, Reissue Revised Statutes of Nebraska, as amended (the “**Act**”), the City is authorized to enter into a lease or lease-purchase agreement for real or personal property for authorized purposes. Such leases are not restricted to a single year and may provide for the purchase of the property in installment payments.

(d) To finance such Equipment, it is in the best interest of the City to enter into a lease-purchase financing with a financial institution selected as set forth herein (the “**Lessor**”), pursuant to which the Lessor will (i) issue certificates of participation (the “**Certificates**”) representing proportionate interests in rent purchase payments (the “**Lease**”).

Payments”) to be made by the City pursuant to a lease-purchase agreement (the “**Lease-Purchase Agreement**”) or, in lieu of issuing any Certificates, enter into a Lease-Purchase Agreement that does not require the issuance of any certificates (as contemplated in Section 8 hereof), and (ii) acquire the Equipment using the proceeds from the sale of any Certificates or direct lease (as contemplated in Section 8 hereof) to pay all costs relating thereto, as more fully described in Section 8 hereof.

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

(f) All conditions, acts, and things required by law to exist or to be done precedent to the City undertaking the lease-purchase financing described herein pursuant to the Act do exist and have been done as required by law.

Section 2. All previous action of the City in connection with the lease or lease-purchase of the Equipment and the issuance and sale of any Certificates is hereby approved, ratified and authorized.

Section 3. Each of the Mayor, the City Clerk, the City Treasurer (each, including any person authorized to sign on his or her behalf, an “**Authorized Officer**”) is hereby authorized, empowered and directed to execute and deliver, as and if applicable, a Lease-Purchase Agreement, a Certificate Purchase Agreement, a Bill of Sale relating to such Equipment, a License and Easement, a Registrar and Paying Agent Agreement, a Federal Tax Certificate and all other necessary documents in connection with undertaking the lease-purchase financing as permitted by the Act and the authentication and delivery of any Certificates (the “**Financing Documents**”), for and on behalf of the City, including any necessary counterparts, in form and substance acceptable to such Authorized Officer, but subject to the terms, parameters and conditions set forth herein. The Authorized Officers, or any individually, are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of such documents as executed.

Section 4. In order to provide funds to finance the cost of the Equipment, the authentication and delivery of any Certificates by the Lessor be and the same hereby is in all respects approved and confirmed. The Council hereby authorizes and directs any Authorized Officer to determine (a) whether the Lessor will issue Certificates to finance the Equipment or, in lieu of issuing Certificates, enter into a Lease-Purchase Agreement that does not require the issuance of any Certificates, in accordance with Section 8 hereof, (b) the principal amount of a Lease-Purchase Agreement, which shall not exceed \$1,600,000, (c) the amounts and the dates of the principal and the interest installments to be due thereunder, (d) the term of any Lease-Purchase Agreement, which shall not be greater than 20 years, (e) the final Equipment list, (f) the rate or rates of interest to be carried by each principal installment such that the true interest cost shall not exceed 8.00%, (g) the prepayment provisions, if any, (h) the final terms and provisions of the Financing Documents, (i) the identity of the Lessor, (j) the identity of the registrar and paying agent with respect to any Certificates (if other than the Lessor), (k) the identity of the Underwriter, Placement Agent or Lender (each, a “**Purchaser**”) in accordance with Section 8 hereof, (l) the

compensation owed to the Underwriter or the Placement Agent, as applicable, which amount shall not exceed 2.00% of the aggregate principal amount of any Certificates or amount of any Lease-Purchase Agreement, (m) the form and content of any Offering Document as defined in Section 9 hereof, and (n) such other terms and provisions relating to any Certificates or Lease-Purchase Agreement; provided that no Certificate or Lease-Purchase Agreement may have such terms and conditions that conflict with or exceed the parameters set forth in this Ordinance. Such determinations and approvals shall be set forth in a Lease-Purchase Agreement.

Section 5. The form and content of any Certificates by the Lessor shall be set forth in the Lease-Purchase Agreement or a related trust agreement, and the Lessor be and is hereby authorized, empowered and directed to execute and deliver any Certificates to the Purchaser identified herein.

Section 6. Payment by the City to the Lessor of the Lease Payments due from time to time pursuant to a Lease-Purchase Agreement is hereby authorized and directed. The City shall budget, appropriate and set aside a portion of its general fund revenues derived from property taxes, subject to statutory limitations, and other legally available moneys sufficient to make the Lease Payments coming due during each fiscal year that the Lease-Purchase Agreement is outstanding.

Section 7. The Lessor shall accept the assignment from the City of all Equipment-related contracts, purchase orders and other related contracts and shall further agree to assume the obligations to make payments to the vendors, contractors, materialmen and equipment suppliers under such contracts and related subcontracts and purchase orders relating to the Equipment, provided that the City shall retain the authority to supervise the acquisition and installation of the Equipment to the extent that such functions are to be performed by the “Owner” under any such contracts.

Section 8. (a) The Council hereby authorizes the Lessor to sell any Certificates to Northland Securities, Inc., as original purchaser of any Certificates (the “**Underwriter**”), in accordance with Section 4 of this Ordinance. Delivery of any Certificates shall be made to the Underwriter as soon as practicable after the adoption of this Ordinance, upon payment therefor in accordance with the terms of sale. The City is authorized to enter into a Certificate Purchase Agreement (the “**Purchase Agreement**”) between the City, the Lessor and the Underwriter in form and substance acceptable to the Authorized Officers, or each individually. Such Authorized Officer is authorized to execute the Purchase Agreement, in form and substance acceptable to such Authorized Officer, for and on behalf of the City, such officer’s signature thereon being conclusive evidence of such official’s and the City’s approval thereof. The Underwriter shall have the right to direct the registration of any Certificates and the denominations thereof within each maturity, subject to the restrictions of this Ordinance. Such Underwriter and its agents, representatives and counsel (including special tax counsel) are hereby authorized to take such actions on behalf of the City as are necessary to effectuate the closing of the issuance and sale of any Certificates, including, without limitation, authorizing the release of any Certificates by the Depository at closing.

(b) The Council further authorizes the Lessor to place any Certificates with a private purchaser (the “**Private Purchaser**”) with the assistance of Northland Securities, Inc., as placement agent of any Certificates (the “**Placement Agent**”) in accordance with Section 4 of this

Ordinance. The Private Purchaser shall have the right to direct the registration of any Certificates and the denominations thereof within each maturity, subject to the restrictions of this Ordinance. The Placement Agent and its agents, representatives and counsel (including special tax counsel) are hereby authorized to take such actions on behalf of the City as are necessary to effectuate the closing of the issuance and placement of any Certificates.

(c) The Council further authorizes (i) the City enter into one or more direct lease or lease-purchase agreements with one or more Lessors, pursuant to which such Lessor(s) will accept title to the Equipment and lease said Equipment to the City in exchange for lease or lease-purchase payments to be made by the City, all in accordance with the Act, and/or (ii) the City to request that a nonprofit corporation (the “**Nonprofit Corporation**”) enter into a loan agreement with a bank or other financial institution (the “**Lender**”), pursuant to which the Nonprofit Corporation would obtain a loan from the Lender (the “**Loan**”), which Loan would be secured by lease payments received by the Nonprofit Corporation from the City, pursuant to a Lease-Purchase Agreement, in accordance with Section 4 of this Ordinance and subject to the other restrictions of this Ordinance. Such Lender may be identified with the assistance of the Placement Agent. The Lender shall have the right to direct the registration of any Certificates and the denominations thereof within each maturity, subject to the restrictions of this Ordinance, if applicable. The Placement Agent and its agents, representatives and counsel (including special tax counsel) are hereby authorized to take such actions on behalf of the City as are necessary to effectuate the closing of the issuance of any Certificates and any alternative financing structure as contemplated by this Subsection (c). The City is authorized to enter into such other agreements and documents as may be required by the Lender to effectuate such a financing structure, and authorizes the creation of the Nonprofit Corporation if required to effectuate such a financing structure.

Section 9. The use and distribution of any official statement, offering circular, term sheet, request for lender or any other offering document (including any preliminary thereof, an “**Offering Document**”) by the Underwriter or the Placement Agent in connection with the reoffering or placement of any Certificates or Lease-Purchase Agreement, as applicable, is hereby authorized. Any Authorized Officer is authorized to approve the final Offering Document as so supplemented, amended and completed, and the use and distribution of the final Offering Document by the Underwriter or the Placement Agent in connection with the reoffering or placement of any Certificates or Lease-Purchase Agreement, as applicable, is hereby authorized. Any Authorized Officer is hereby authorized to execute and deliver a certificate pertaining to such Offering Document as prescribed therein, dated as of the date of payment for and delivery of any Certificates.

If requested by the Underwriter or the Placement Agent, the City shall provide to the Underwriter or the Placement Agent within seven Business Days of the date of the sale any Certificates or placement of a Lease-Purchase Agreement or Loan, as applicable and as provided in Section 8 hereof, sufficient copies of the final Offering Document to enable the Underwriter or the Placement Agent to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board, if applicable.

Section 10. If the City issues Certificates subject to Rule 15c2-12, the Council (a) authorizes and directs any Authorized Officer to execute and deliver, on the date of the issuance of the Certificates, an undertaking (the “**Undertaking**”) in such form that satisfies the

requirements of Rule 15c2-12 and is acceptable to Underwriter and special tax counsel and (b) covenants that it will comply with and carry out all of the provisions of the Undertaking. The Authorized Officers, or any individually, may engage a dissemination agent to assist the City with its obligations pursuant to the Undertaking. Notwithstanding any other provisions of this Ordinance, failure of the City to comply with the Undertaking will not be considered a default under this Ordinance or the Certificates; however, any Certificateholder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this subparagraph and the Undertaking. For purposes of this subparagraph, “Beneficial Owner” means any person who (i) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Certificates (including persons holding Certificates through nominees, depositories or other intermediaries), or (ii) is treated as the owner of any Certificates for federal income tax purposes.

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

Section 11. The Authorized Officers, or each individually, are authorized to execute and deliver for and on behalf of the City any and all additional certificates, documents, opinions or other papers and perform all other acts, including, without limitation, the execution, delivery and filing of any financing statements or any other documents to create and maintain a security interest in the Equipment and revenues pledged under the Lease-Purchase Agreement as may be required by the documents set forth above or as they may deem necessary or appropriate in order to implement and carry out the intent and purpose of this Ordinance.

Section 12. The Council designates any Lease-Purchase Agreement or any related Certificates as “qualified tax-exempt obligations” as defined in Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “**Code**”) and hereby represents that:

(a) the aggregate face amount of all tax-exempt obligations (other than private activity bonds that are not “qualified 501(c)(3) bonds” and certain refunding bonds) which will be issued by the City and all subordinate entities thereof during the 2025 calendar year is not reasonably expected to exceed \$10,000,000; and

(b) the City and all subordinate entities thereof will not issue an aggregate principal amount of tax-exempt obligations (other than private activity bonds that are not “qualified 501(c)(3) bonds” and certain refunding bonds) during the 2025 calendar year, including any Lease-Purchase Agreement and any related Certificates, in excess of \$10,000,000, without first obtaining an opinion of nationally recognized counsel in the area of municipal finance that the designation of any Lease-Purchase Agreement and any related Certificates as “qualified tax-exempt obligations” will not be adversely affected by such issuance.

The Authorized Officers, or each individually, are authorized to take such other action as may be necessary to make effective the designation in this Section 12.

Section 13. The City (a) shall comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, and all related Regulations, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Lease-Purchase Agreement and any related Certificates and (b) will not use or permit the use of any proceeds of the Lease-Purchase Agreement and any related Certificates or any other funds of the City nor take or permit any other action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the Lease-Purchase Agreement and any related Certificates.

The Council adopts the Post-Issuance Tax Compliance Procedures attached to this Ordinance as Exhibit B to ensure that all applicable post-issuance requirements of federal income tax law needed to preserve the tax-exempt status of the Lease-Purchase Agreement and any related Certificates are met. The Council reserves the right to use its discretion as necessary and appropriate to make exceptions or request additional provisions as it may determine. The Council also reserves the right to change such policies and procedures from time to time, without notice, provided that no such change shall adversely affect the exclusion from gross income of the interest portion of the Lease Payments.

Section 14. The provisions of this Ordinance are hereby declared to be separable and, if any section, phrase or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases or provisions.

Section 15. All ordinances, orders and other instruments, or parts thereof, in conflict with this Ordinance are hereby repealed only to the extent of such conflict.

Section 16. This Ordinance shall be in force and take effect from and after its passage as provided by law.

DATED November 4, 2025.

ATTEST:

Mayor, City Council

City Clerk

EXHIBIT A

EQUIPMENT LIST

The list of equipment to be subject to a lease-purchase agreement may include some or all of the following (which list may be adjusted at the option of any Authorized Officer):

Department	Equipment	Approximate Cost
Police	Computers	\$50,000.00
Police	Body Worn Cameras & In-Car Cameras	58,000.00
Police	Mobile Radios	100,000.00
Police	Rifles and Accessories	45,000.00
Police	Patrol Vehicles	200,000.00
Emergency Mgmt	Volunteer Pagers	25,000.00
Fire	Retaining Wall Project w/Electric Dept	50,000.00
Ambulance	Ambulance Purchase #314 Replacement	235,000.00
Parks	Trashcans and picnic tables	10,000.00
Parks	Super Z Mower - 72"	36,000.00
Parks	Train Repair/Repaint	25,000.00
Parks	Trail Extensions	75,000.00
Pool	Basin Sand Blast & Paint	66,000.00
Pool	Sand Filter Replacement	175,000.00
Sallows Museum	Roof Repairs	10,000.00
Golf	Triplex Mower (G2) 2002	50,000.00
Golf	Golf Main Pump Replacement	235,000.00
Public Transit	Safety Cameras	35,000.00
MIS/GIS	Annual Computer Replacement - City	2,000.00
MIS/GIS	Annual Computer Replacement - APD	18,000.00

EXHIBIT B

POST-ISSUANCE TAX COMPLIANCE PROCEDURES

General

In connection with the issuance of any Certificates of Participation (the “**Certificates**”) and/or the execution of a Lease-Purchase Agreement that does not require the issuance of any certificates, the City of Alliance, Nebraska (the “**City**”) will execute a tax compliance certificate (the “**Tax Certificate**”) that describes the requirements and provisions of the Internal Revenue Code of 1986, as amended (the “**Code**”) that must be followed in order to maintain the tax-exempt status of interest on such Certificates and/or Lease-Purchase Agreement. In addition, the Tax Certificate will contain the reasonable expectations of the City at the time of issuance of any Certificates and/or execution of a Lease-Purchase Agreement with respect to the use of the gross proceeds of such Certificates and/or Lease-Purchase Agreement and the assets to be financed or refinanced with the proceeds thereof. These Procedures supplement and support the covenants and representations made by the City in the Tax Certificate related to specific issues of tax-exempt obligations. In order to comply with the covenants and representations set forth in the transaction Documents and in the Tax Certificate, the City tracks and monitors the actual use of the proceeds of any Certificates and/or Lease-Purchase Agreement, the investment and expenditure of the Certificate and/or Lease-Purchase Agreement proceeds and the assets financed or refinanced with the proceeds of such Certificates and/or Lease-Purchase Agreement over the life of any Certificates and/or Lease-Purchase Agreement.

Designation of Responsible Person

The City Clerk shall maintain an inventory of Certificates and/or Lease-Purchase Agreement and assets financed which contains the pertinent data to satisfy the City’s monitoring responsibilities. Any transfer, sale or other disposition of Certificate and/or Lease-Purchase-financed assets must be reviewed and approved by the City Clerk.

Post-Issuance Compliance Requirements

External Advisors/Documentation

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

The City also shall consult with special tax counsel and other legal counsel and advisors, as needed, following issuance of any Certificates and/or the execution of a Lease-Purchase Agreement to ensure that all applicable post-issuance requirements in fact are met. This shall include, without limitation, consultation in connection with future contracts with respect to the use of Certificate and/or Lease-Purchase Agreement-financed or refinanced assets.

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

Unless otherwise provided by the ordinance or other authorizing documents relating to any Certificates and/or Lease-Purchase Agreement, unexpended Certificate proceeds shall be held in a segregated account by a trustee, and the investment of Certificate and/or Lease-Purchase Agreement proceeds shall be managed by the City. The City shall prepare (or cause the trustee to prepare) regular, periodic statements regarding the investments and transactions involving Certificate and/or Lease-Purchase Agreement proceeds.

Arbitrage Rebate and Yield

Unless the Tax Certificate documents provide that arbitrage rebate will not be applicable to any Certificates and/or Lease-Purchase Agreement, the City shall be responsible for:

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

The City, in the Tax Certificate and/or other documents finalized at or before the issuance of any Certificates and/or the execution of a Lease-Purchase Agreement, has agreed to undertake the tasks listed above (unless the Tax Certificate documents provide that arbitrage rebate will not be applicable to any Certificates and/or Lease-Purchase Agreement).

Use of Certificate Proceeds and Certificate-Financed or Refinanced Assets:

The City shall be responsible for:

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

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

The City, in the Tax Certificate and/or other documents finalized at or before the issuance of any Certificates and/or the execution of a Lease-Purchase Agreement, has agreed to undertake the tasks listed above.

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

Record Keeping Requirements

The City shall be responsible for maintaining the following documents for the term of any Certificates and/or Lease-Purchase Agreement (including refunding obligations, if any) plus at least three years:

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

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

EXHIBIT C

DISCLOSURE POLICIES AND PROCEDURES

Purpose of Disclosure Policies and Procedures

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

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

Designation of City Representative; Maintenance of List and Files

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

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

Dissemination Agents

The City and the City Representative may utilize the services of a financial institution or other provider to act as dissemination agent (each, a “**Dissemination Agent**”) in filing the disclosures and notices described herein and performing the duties of the Dissemination Agent in accordance with the terms of the applicable Undertaking. The Dissemination Agent shall review and be familiar with the contents and filing requirements of the particular Undertaking and with the procedures for making the filings required under such Undertaking with the MSRB using the EMMA system. The City Representative shall coordinate the preparation and submission of the required information with such Dissemination Agent to ensure full compliance with the requirements of the Rule and the applicable Undertakings.

Annual Financial Filings

The City Representative will review the Undertaking related to each outstanding issue of Obligations to determine the financial information required to be included in the Annual Report (i.e., the City's audited financial statements and certain other financial information or operating data with respect to the City, if applicable (the "**Annual Report**")) required to be filed annually with the MSRB using the EMMA system, and the deadline by which such information must be filed. Unless required otherwise by an Undertaking and as permitted by EMMA filing procedures, the City Representative may file identical Annual Reports with respect to each issue of the City's Obligations. The City Representative shall be knowledgeable and familiar with the specific requirements for the filing of a Notice of Failure to File the Annual Report by the date(s) required under the terms of each Undertaking, if applicable.

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

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

Listed Event Filings

The City Representative will review the Undertaking related to each outstanding issue of Obligations for the listed events which, upon the occurrence thereof, require prompt notices to be filed with the MSRB using the EMMA system. The City Representative will monitor the Obligations and the City's operations for occurrences of any such events and will actively evaluate whether an event may be a listed event as set forth in the City's outstanding Undertakings. After obtaining actual knowledge of such an event, the City Representative will promptly contact the City's bond and/or special tax counsel and the Dissemination Agent, if any, to determine whether the City must file notice of the event with the MSRB under one or more of its Undertakings. Upon a determination that the City must file such notice, the City Representative will file the appropriate notice, or will cause the Dissemination Agent to file such notice, with the MSRB using the EMMA system within ten (10) business days after the occurrence of the listed event or as the City's bond and/or special tax counsel may otherwise direct.

Reports of City Representative; Record Retention

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

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

Familiarity with EMMA Submission Process

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

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

Training

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

Review of Offering Document in Connection with Primary Offerings

In connection with a new issue of Obligations, the City Representative, together with such City officials as the City Representative deems appropriate, shall promptly review upon receipt the offering document by which such Obligations shall be offered and sold. For any issue of Obligations subject to the Rule, prior to the distribution of the related offering document the City shall deem the information concerning the City in such offering document as accurate and complete in all material respects (except for such information as permitted to be omitted by the Rule) as of the date of such offering document. The City shall confirm prior to the final pricing of the Obligations that the information concerning the City in the offering document does not contain an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

EXHIBIT D

NOTICE OF PUBLICATION
OF ORDINANCE NO. _____
IN PAMPHLET FORM

Public Notice is hereby given that at a meeting of the Mayor and City Council of the City of Alliance, Nebraska, held at 7:00 p.m. on Tuesday, November 4, 2025, at the Alliance City Hall located at 324 Laramie Avenue, Alliance, Nebraska, there was passed and adopted Ordinance No. _____ entitled:

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ALLIANCE, NEBRASKA AUTHORIZING AND APPROVING THE LEASE-PURCHASE OF CERTAIN EQUIPMENT FOR USE BY THE CITY; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATING TO SUCH LEASE-PURCHASE FINANCING; APPROVING THE ISSUANCE OF CERTIFICATES OF PARTICIPATION IN THE LEASE PAYMENTS TO BE MADE BY THE CITY RELATING TO SUCH LEASE-PURCHASE FINANCING OR SUCH OTHER FINANCING STRUCTURE AS AUTHORIZED BY CERTAIN CITY OFFICIALS; AUTHORIZING CITY OFFICIALS TO DETERMINE THE FINAL AGGREGATE PRINCIPAL AMOUNT, MATURITIES, RATES, TERMS AND OTHER DETAILS OF SUCH LEASE-PURCHASE FINANCING AND THE RELATED CERTIFICATES, SUBJECT TO THE PARAMETERS SET FORTH HEREIN; APPROVING THE DELIVERY AND USE OF AN OFFERING DOCUMENT IN CONNECTION WITH THE OFFER AND SALE OF ANY CERTIFICATES; DESIGNATING ANY LEASE-PURCHASE AGREEMENT AND ANY RELATED CERTIFICATES AS QUALIFIED TAX-EXEMPT OBLIGATIONS; ADOPTING CERTAIN POST-ISSUANCE TAX COMPLIANCE AND DISCLOSURE POLICIES AND PROCEDURES WITH RESPECT TO ANY LEASE-PURCHASE AGREEMENT AND ANY RELATED CERTIFICATES; PROVIDING FOR THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM; AND AUTHORIZING CERTAIN ACTIONS AND DOCUMENTS AND PRESCRIBING OTHER MATTERS RELATING THERETO.

Said Ordinance has been published in pamphlet form, and copies of said Ordinance as published in pamphlet form are available for inspection and distribution at the Office of the City Clerk at the City Office.

City Clerk

Narrative

November 4, 2025



ORDINANCES AND RESOLUTIONS – FY26 DEBT ISSUANCE AND REIMBURSEMENT RESOLUTION

The City Council approved the usage of debt instruments to pay for capital improvements and equipment when it adopted the FY2025-2026 Budget. Debt is a tool that when leveraged properly allows the City to spread out the cost of a project or equipment to be spread out over the life of the project or equipment. The City intends to issue two main batches of debt instruments – one set during the Fall of 2025 and one set during the Spring of 2026. The total anticipated debt to be issued during the 2026 fiscal year is \$11,750,000.

The reimbursement resolution declaring the City's intent is necessary under the IRS Code of 1986 to reimburse certain capital expenditures from the proceeds of tax-exempt or tax-favored debt obligations. There are conflicting timelines between the time needed to order equipment or begin design on projects and the point in time where funds from issued debt become available for expenditure. This is a normal situation, but necessitates the passage of a reimbursement resolution. This resolution means that the expense will still qualify for payment under the debt instrument if monies need to be spent before receiving the debt funding, and that it will be paid back to City coffers. As an example, the city passes a reimbursement resolution and then needs to pay for a chassis on an Electric Department digger truck in November 2025 before we receive the funding from the debt (estimated to be in December 2025); the City would pay for the chassis out of the Electric Fund but would then be eligible to have that money paid back into the Electric Fund when the City receives the money from the bond at a later point in time. Without a reimbursement resolution, the City would not be able to "repay" itself for expenditures made before the bond money is physically available.

As the first set of debt, the following are proposed for the Council's consideration:

- Airport Revenue Bonds in the amount not to exceed \$800,000 to be issued to make certain improvements to and purchase equipment for the Airport.
- Revenue Bonds in the amount not to exceed \$1,300,000 to be issued to make and/or construct certain improvements to the Solid Waste (Refuse/Landfill) System.
- Lease Purchase for certain equipment for the City (General Fund) in the amount not to exceed \$1,600,000.

STAFF RECOMMENDATION: APPROVAL OF REIMBURSEMENT RESOLUTION AND ORDINANCES FOR DEBT ISSUED AS AIRPORT REVENUE BONDS, SOLID WASTE REVENUE BONDS, AND GENERAL FUND LEASE PURCHASES

**ACKNOWLEDGMENT OF RECEIPT OF
NOTICE OF MEETING**

The undersigned Mayor and City Council of the City of Alliance, Nebraska acknowledge receipt of advance notice of a meeting of said body and the agenda for such meeting held at 7:00 p.m. on Tuesday, November 4, 2025, at the Alliance City Hall located at 324 Laramie Avenue, Alliance, Nebraska.

Dated November 4, 2025.

November 4, 2025
Alliance, Nebraska

A meeting of the Mayor and City Council (the “Council”) of the City of Alliance, Nebraska (the “City”) was held at 7:00 p.m. on Tuesday, November 4, 2025, at the Alliance City Hall located at 324 Laramie Avenue, Alliance, Nebraska. Advance publicized notice of such meeting was given in strict accordance with the provisions of Article 14, Chapter 84, Reissue Revised Statutes of Nebraska, as amended (the “Open Meetings Act”), and set forth (a) the time, date, and place of this meeting, (b) that this meeting would be open to the attendance of the public and (c) that an agenda of then known subjects to be taken up at the meeting could be obtained from the office of the City Clerk (the “City Clerk”). A copy of said advance publicized notice (in the form of an affidavit of publication) was ordered annexed to the minutes of this meeting as Attachment 1. Each Council Member was previously furnished with a copy of said advance publicized notice, the same having been transmitted to each Council Member simultaneously with its publicizing, and a copy of their collective acknowledgment of receipt of such notice is attached to these minutes as Attachment 2. Additionally, reasonable efforts were made to provide advance notification of the meeting to all news media requesting the same of the time, date, and place of the meeting.

The Mayor, _____, presided, and the City Clerk, _____, recorded the proceedings. On roll call the following Council Members were present:

_____.

The following Council Members were absent: _____. A quorum being present and the meeting duly commenced, the following proceedings were had and done.

The Mayor publicly stated to all in attendance that a current copy of the Open Meetings Act was available for review and indicated the location of such copy in the room where the meeting was being held. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

* * * * *

(Other Proceedings)

* * * * *

Council Member _____ introduced the following Resolution (the “Reimbursement Resolution”), the full text of which is attached hereto as Attachment 3:

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ALLIANCE, NEBRASKA TO DECLARE ITS OFFICIAL INTENT UNDER THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, TO REIMBURSE CERTAIN CAPITAL EXPENDITURES FROM THE PROCEEDS OF TAX-EXEMPT OR TAX-FAVORED DEBT OBLIGATIONS.

The title of the Reimbursement Resolution was approved.

Following discussion of the Reimbursement Resolution, Council Member _____ moved for adoption thereof, which motion was seconded by Council Member _____. The Mayor stated the question was “Shall the Reimbursement Resolution be adopted?” Upon roll call vote, the following Council Members voted AYE:

_____.

The following voted NAY: _____.

The following Council Members were absent or abstained: _____.

The adoption of the Reimbursement Resolution having been concurred in by a majority of the Council, the Mayor declared the Reimbursement Resolution adopted. In the presence of the Council,

the Mayor signed and approved the Reimbursement Resolution. The City Clerk attested the passage and approval of the Reimbursement Resolution and affixed the City Clerk's signature thereto.

* * * * *

(Other Proceedings)

* * * * *

Motion to adjourn.

Mayor

ATTEST:

City Clerk

ATTACHMENT 1
AFFIDAVIT OF PUBLICATION
OF NOTICE OF MEETING

ATTACHMENT 2

ACKNOWLEDGMENT OF RECEIPT OF ADVANCE NOTICE OF MEETING

ATTACHMENT 3

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ALLIANCE, NEBRASKA TO DECLARE ITS OFFICIAL INTENT UNDER THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, TO REIMBURSE CERTAIN CAPITAL EXPENDITURES FROM THE PROCEEDS OF TAX-EXEMPT OR TAX-FAVORED DEBT OBLIGATIONS.

WHEREAS, the United States Department of the Treasury has promulgated final regulations under the Internal Revenue Code of 1986, as amended (the “**Code**”), that impose requirements on the City of Alliance, Nebraska (the “**Issuer**”) when it desires to reimburse itself for capital expenditures relating to the capital projects described herein from the proceeds of its tax-exempt or tax-favored debt obligations or such debt obligations issued on its behalf; and

WHEREAS, the Issuer has determined that it is necessary for the Issuer to finance the acquisition of certain of the projects listed in Exhibit A hereto (collectively, the “**Project**”) and to finance the costs of such Project with the proceeds of tax-exempt or tax-favored debt obligations to be issued by the Issuer or by an entity authorized to issue such obligations; and

WHEREAS, the Issuer anticipates that the Issuer will spend its moneys to pay Project costs (the “**Prior Capital Expenditures**”) prior to the issuance of any tax-exempt or tax-favored debt obligations; and

WHEREAS, the Issuer reasonably expects to be reimbursed for such Prior Capital Expenditures with proceeds of tax-exempt or tax-favored debt obligations to be issued by the Issuer or by an entity authorized to issue such obligations (the “**Reimbursement Debt**”) in the maximum principal amount of \$21,365,732 plus such additional principal amount necessary to pay costs of issuance and to fund any reserves; and

WHEREAS, the Issuer expects that the Reimbursement Debt will be incurred and allocated to reimburse the Prior Capital Expenditures no later than 18 months after the later of (a) the date on which it pays the Prior Capital Expenditures, or (b) the date on which the Project is placed in service, but in no event not later than 3 years after the original date of such Prior Capital Expenditures, or (c) such other date that is permitted by law; and

WHEREAS, the Issuer finds it necessary to adopt this resolution to ensure that its declaration of intent to reimburse itself for such Prior Capital Expenditures satisfies the “Official Intent Requirement” described in Treasury Regulations Section 1.150-2 (the “**Regulations**”).

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

Section 1. The Issuer hereby declares its official intent to reimburse itself for the Prior Capital Expenditures relating to the Project out of the proceeds of the Reimbursement Debt to be

issued by the Issuer or by an entity authorized to issue such obligations on its behalf. With such declaration, the Issuer hereby satisfies the “Official Intent Requirement” of the Regulations.

Section 2. Other than (a) expenditures to be paid or reimbursed from sources other than the Reimbursement Debt, (b) expenditures constituting “preliminary expenditures” within the meaning of Section 1.150-2(f)(2) of the Regulations or (c) expenditures in a “de minimus” amount (as defined in Section 1.150-2(f)(1) of the Regulations), no expenditures for the Project have been paid by the Issuer more than 60 days prior to the date of execution and delivery of this Resolution.

Section 3. This resolution does not constitute approval of any kind with respect to the issuance of the Reimbursement Debt or any other tax-exempt or tax-favored debt obligations and does not legally or morally obligate the Issuer or any other entity to issue such obligations on its behalf.

Section 4. This resolution shall be operative, effective and valid upon its passage by the Issuer’s Mayor and City Council.

* * * * *

APPROVED by the Mayor and City Council of the City of Alliance, Nebraska on November 4, 2025.

CITY OF ALLIANCE, NEBRASKA

Clerk, City of Alliance, Nebraska

DEPARTMENT	PROJECT	APPROVED
		\$
Police	Computers	50,000.00
Police	Body Worn Cameras & In-Car Cameras	\$ 58,000.00
Police	Mobile Radios	\$ 100,000.00
Police	Bola Wraps	\$ 20,000.00
Police	Drone	\$ 18,000.00
Police	Rifles and Accessories	\$ 45,000.00
Police	Patrol Vehicles	\$ 200,000.00
Emergency Mgmt	Repeater (Backups)	\$ 42,000.00
Emergency Mgmt	Volunteer Pagers	\$ 25,000.00
Fire	Joint Public Safety Center with EOC	\$ 90,000.00
Fire	Retaining Wall Project w/Electric Dept	\$ 50,000.00
Fire	Quantifit 2 (SCBA Fit Test Machine)	\$ 15,000.00
Ambulance	Ambulance Purchase #314 Replacement	\$ 235,000.00
Municipal Hall	Replace breaker Panel on Auditorium Stage	\$ 10,000.00
Parks	Trashcans and picnic tables	\$ 10,000.00
Parks	Super Z Mower - 72"	\$ 36,000.00
Parks	Central Park Grant	\$ 378,000.00
Parks	Train Repair/Repaint	\$ 25,000.00
Parks	Trail Extensions	\$ 75,000.00
Pool	Basin Sand Blast & Paint	\$ 66,000.00
Pool	Sand Filter Replacement	\$ 175,000.00
Sallows Museum	Roof Repairs	\$ 10,000.00
Museum	HVAC Controller Upgrade	\$ 16,000.00
Tourism/Carhenge	Carhenge Digital Sign	\$ 33,000.00
Tourism/Carhenge	Rollover-Carhenge Lighting	\$ 25,000.00

Toursim/Carhenge	Rollover-Talking Trail	\$ 1,200.00
		\$ 1,808,200.00
		\$ 4,345,000.00
Refuse Collection	Dumpsters	\$ 100,000.00
Refuse Collection	Trash Truck Replacement	\$ 301,255.00
Refuse Disp	Bale House Floor Repair	\$ 50,000.00
Refuse Disp	Magnet for Excavator	\$ 52,550.00
Refuse Disp	Bucket Grapple cylinder for Loader	\$ 10,638.00
Refuse Disp	Rock Screen	\$ 30,012.00
Refuse Disp	Litter Picker	\$ 76,000.00
Refuse Disp	Landfill Compactor lease (Option 2)	\$ 111,485.00
Refuse Disp	Fire Alarm Replacement	\$ 10,000.00
Refuse Disp	Floor repair under baler during replacement	\$ 50,000.00
Refuse Disp	Heaters for Downstairs	\$ 5,000.00
Refuse Disp	Fire Hydrant	\$ 269,555.00
Refuse Disp	Groundwater Cleanup Services	\$ 45,000.00
Refuse Disp	Restroom	
Refuse Disp	Engineering	
		\$ 1,111,495.00
Sewer	Vactor Truck Replacement	\$ 650,000.00
Sewer	Sewer Main Replacement/Lining	\$ 100,000.00
Sewer	Lift Station D Rehab	\$ 300,000.00
		\$ 1,050,000.00
Water	12th and Missouri Well	\$ 2,040,000.00
Water	Well 1 Rehab	\$ 80,000.00
Water	Airport SCADA Upgrade	\$ 55,000.00

Water	2nd Street Cody to RR Tracks	\$ 450,000.00
Water	kansas Street Water Connection	\$ 300,000.00
Water	Water main-Railroad Tracks to Williamette on 2nd	\$ 160,000.00
Water	12th to 14th Grand Watermain	\$ 150,000.00
Water	Tank Maintenance Plan	\$ 100,000.00
Water	Laramie 1st to 4th Main	\$ 225,000.00
Water	Hudson 3rd to 5th	\$ 150,000.00
		\$ 3,710,000.00
Golf	Triplex Mower (G2) 2002	\$ 50,000.00
Golf	Golf Main Pump Replacement	\$ 235,000.00
		\$ 285,000.00
Airport	Plow Assembly - 24 Ft	\$ 76,222.00
Airport	Airport Layout Plan (ALP)	\$ 300,000.00
Airport	Window Replacement and remodel terminal	\$ 100,000.00
Airport	Parking Lot-Passengers gravel area	\$ 20,000.00
Airport	HVAC upgrade/misc-TSA area	\$ 20,000.00
Airport	Fuel Farm Piping and Meter Replacements	\$ 50,000.00
Airport	Water/Sewer upgrades-Aerial sprayers	\$ 140,000.00
Airport	Runway Light Replacement-engineering	\$ 309,381.00
Airport	Runway Light Replacement - Construction	\$ 3,328,484.00
		\$ 4,344,087.00
Public Transit	Safety Cameras	\$ 35,000.00
		\$ 35,000.00
Streets	Salt Storage building	\$ 90,000.00

Streets	Dump Truck Replace 904	\$ 272,350.00
Streets	Dump Truck replace 911	\$ 286,000.00
Streets	Replace unit 910	\$ 64,000.00
Streets	Paint Machine	\$ 20,000.00
Streets	Tar Machine	\$ 63,000.00
Streets	Wheel loader	\$ 300,000.00
Streets	Tractor	\$ 70,000.00
Streets	Tilt Flat Bed Trailer	\$ 15,000.00
Streets	2nd Street, Cody to RR Tracks	\$ 1,750,000.00
Streets	Lakefield Subdivision Overlay	\$ 1,500,000.00
		\$ 4,430,350.00
Museum	Exhibit Fabrication	\$ 15,000.00
		\$ 15,000.00
MIS/GIS	Annual Computer Replacement - City	\$ 2,000.00
MIS/GIS	Annual Computer Replacement - APD	\$ 18,000.00
MIS/GIS	Squad Car Toughbook Laptop Replacement-APD	\$ 28,000.00
MIS/GIS	Top of Rack Switching	\$ 31,800.00
MIS/GIS	Switch Replacements	\$ 5,000.00
MIS/GIS	Fire Department Wireless Upgrade	\$ 3,500.00
MIS/GIS	Horizon 8 Upgrade	\$ 9,000.00
MIS/GIS	vSphere ESXi Upgrades	\$ 5,000.00
MIS/GIS	SQL Upgrade	\$ 5,000.00
MIS/GIS	Computer System	\$ 59,300.00
		\$ 166,600.00
Warehouse	Walk Through Door Replacement	\$ 30,000.00

Warehouse	Flooring Replacement	\$ 20,000.00
Warehouse	Freight Scale Replacement	\$ 5,000.00
		\$ 65,000.00
	Total	\$ 21,365,732.00

Narrative

November 4, 2025



RESOLUTION – Approve purchase Lease Agreement for Landfill Bomag BC 473 RB-5 with NCL Government Capital .



As part of this year's CIP process the need to provide a compactor for the Landfill was identified. The Landfill currently bales material for stacking on the MSW cell. Future processes require the use of a compactor for refuse placement rather than the baling process. This is essential to allow for increased time prior to new cell construction.

Several compactors were researched for size and capability for the specific needs of our facility. Staff presented a purchase outright option and a lease option. Roadbuilders Machinery and Supply Co. has provided the Sourcewell Lease option to the City of Alliance for a Bomag BC 473 RB-5 compactor on a 7 year lease for \$109,989.48 annual payments. This machine is appropriately sized for the future workload and processes in our facility. Staff recommends entering into a 7 year Lease Agreement with NCL Government Capital.

RECOMMENDATION: APPROVE LEASE AGREEMENT WITH NCL GOVERNMENT CAPITAL IN THE ANNUAL AMMOUNT OF \$109,989.48 FOR ACQUISITION OF A BOMAG BC 473 RB-5 COMPACTOR WITH USE OF FUNDS FROM GL # 06-51-55-59-950

RESOLUTION NO. 25-151

WHEREAS, The City of Alliance owns and operates the Alliance Landfill; and

WHEREAS, The Alliance Landfill currently bales material for stacking on the MSW cell;
and

WHEREAS, Future permitted processes will require the use of a compactor for loose refuse replacement rather than the bailing process; and

WHEREAS, Utilizing a compactor will allow for increased time prior to new cell construction; and

WHEREAS, The 2025 Capital Improvement Plan includes leasing a compactor for the ongoing operation of the landfill; and

WHEREAS, NCL Government Capital has provided terms for a seven-year lease for a compactor; and

WHEREAS, Staff recommends entering into a seven (7) year lease agreement with NCL Government Capital for a Bomag BC 473 RB-5 Compactor.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Alliance, Nebraska, that the Mayor is hereby authorized to enter into a seven (7) year lease agreement with NCL Government Capital for a Bomag BC 473 RB-5 Compactor for the total amount of Six Hundred Twenty-Two Thousand Three Hundred Eighty Dollars and NO/100ths (\$622,380) with an annual payment of One Hundred-Nine Thousand Nine Hundred Eighty-Nine and Dollars 48/100ths (\$109,989.48) from GL # 06-51-55-59-950.

PASSED AND APPROVED this 4th day of November, 2025.

John McGhehey, Mayor

(SEAL)

Attest: _____
Ammie L. Bedient, City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Office, Legal Counsel



October 9, 2025

Alliance City Landfill

Re: Tax Exempt Municipal Lease Proposal

Dear Sir or Madam:

Lease Servicing Center, Inc. dba NCL Government Capital ("NCL") is pleased to propose to Alliance City Landfill the following Tax Exempt Municipal Lease transaction as outlined below. Under this transaction, Alliance City Landfill would enter into a Tax Exempt Municipal Lease agreement with NCL for the purpose of acquiring Bomag BC 473 RB-5. This transaction is subject to formal review and approval by both the Lessor and Lessee.

LESSEE:	Alliance City Landfill
LESSOR:	Lease Servicing Center, Inc. dba NCL Government Capital
EQUIPMENT:	Bomag BC 473 RB-5
EQUIPMENT COST:	\$622,380.00
DOWN PAYMENT / TRADE-IN:	<u>\$0.00</u>
AMOUNT FINANCED:	\$622,380.00
FUNDING DATE:	October 24, 2025
DEFERRAL DAYS:	0
FIRST PAYMENT DUE:	October 24, 2026
TERM:	3 Years
ANNUAL LEASE PAYMENTS:	\$233,094.61
ALTERNATIVE LEASE OPTIONS:	5 years \$146,563.06
	7 years \$109,989.48

BALLOON PAYMENT: \$0.00

PRICING: The payments outlined above are locked, provided this proposal is accepted by the Lessee and the transaction closes/funds prior to November 9, 2025. After these days, the final payments shall be adjusted commensurately with market rates in effect at the time of funding and shall be fixed for the entire lease term.

DOCUMENTATION FEE: \$500 paid to Lessor at closing

DOCUMENTATION: Lessor shall provide all of the documentation necessary to close this transaction. This documentation shall be governed by the laws of the State of Lessee.

TITLE / INSURANCE: Lessee shall retain title to the equipment during the lease term. Lessor shall be granted a perfected security interest in the equipment and the Lessee shall keep the equipment free from any/all liens or encumbrances during the term. Lessee shall provide adequate loss and liability insurance coverage, naming Lessor as additional insured and loss-payee.

TAX STATUS: This transaction must be designated as Tax-Exempt under Section 103 of the IRS code of 1986 as amended.

SOURCEWELL CONTRACT: NCL has been competitively bid and awarded a contract through Sourcewell (Formerly NJPA).
#092424-NCL NCL's Sourcewell Contract # is 092424-NCL.

We appreciate this opportunity to offer an NCL Financing Solution. Please do not hesitate to contact me if you have any questions at (320) 763-7600. Acceptance of this proposal is required prior to credit underwriting by NCL. Upon acceptance of this proposal, please scan and e-mail to my attention. Thank you again.

Sincerely,

Jacob Ost - (320) 763-7600
jakeo@nclgovcap.com

ACCEPTANCE

As a duly authorized agent of Alliance City Landfill, I hereby accept the proposal as outlined above and intend to close this financing with NCL, subject to final approval.

ACCEPTED:	_____	DATE:	_____
NAME:	_____	TITLE:	_____
PHONE:	_____		

WE ARE PROVIDING THE INFORMATION CONTAINED HEREIN FOR INFORMATIONAL PURPOSES ONLY IN CONNECTION WITH POTENTIAL ARM'S LENGTH COMMERCIAL BANKING TRANSACTIONS. IN PROVIDING THIS INFORMATION, WE ARE ACTING FOR OUR OWN INTEREST AND HAVE FINANCIAL AND OTHER INTERESTS THAT DIFFER FROM YOURS. WE ARE NOT ACTING AS A MUNICIPAL ADVISOR OR FINANCIAL ADVISOR TO YOU, AND HAVE NO FIDUCIARY DUTY TO YOU OR ANY OTHER PERSON PURSUANT TO SECTION 15B OF THE SECURITIES EXCHANGE ACT OF 1934. THE INFORMATION CONTAINED IN THIS DOCUMENT IS NOT INTENDED TO BE AND SHOULD NOT BE CONSTRUED AS "ADVICE" WITHIN THE MEANING OF SECTION 15B OF THE SECURITIES EXCHANGE ACT OF 1934 AND THE MUNICIPAL ADVISOR RULES OF THE SEC. WE ARE NOT RECOMMENDING THAT YOU TAKE AN ACTION WITH RESPECT TO THE INFORMATION CONTAINED HEREIN. BEFORE ACTING ON THIS INFORMATION, YOU SHOULD DISCUSS IT WITH YOUR OWN FINANCIAL AND/OR MUNICIPAL, LEGAL, ACCOUNTING, TAX AND OTHER ADVISORS AS YOU DEEM APPROPRIATE. IF YOU WOULD LIKE A MUNICIPAL ADVISOR THAT HAS LEGAL FIDUCIARY DUTIES TO YOU, THEN YOU ARE FREE TO ENGAGE A MUNICIPAL ADVISOR TO SERVE IN THAT CAPACITY.

Narrative

November 4, 2025



RESOLUTION - Approve purchase of one F-350 pickup for Streets Department from Wolf Ford of Alliance.



As part of the 2025 CIP process the need for a replacement pickup was identified in the Streets Department. The vehicle being replaced is unit #910 a 2002 model, with 135,000 miles. It is used to transport all concrete forms and tools. Once purchased this vehicle will be fitted with a utility box to accommodate the appropriate supplies and tools. Wolf Ford of Alliance has expressed they will honor a price lower than the state bid on a vehicle they have in stock. The vehicle is a new 2024 F-350 regular cab pickup. This vehicle is in stock in Alliance and available for pickup.

RECOMMENDATION: APPROVE USE OF FUNDS FROM GL #24-41-41-59-950 FOR \$47,315.36, AUTHORIZING THE PURCHASE OF ONE F-350 PICKUP FROM WOLF FORD OF ALLIANCE.

RESOLUTION NO. 25-152

WHEREAS, The 2025 Capital Improvement Plan includes funds to purchase a new vehicle for the Streets Department to replace a 2002 Chevrolet pickup; and

WHEREAS, Public Works Director Grant is recommending the purchase of one 2024 Ford F-350 Pickup from Wolf Ford of Alliance.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Alliance, Nebraska, that the City Manager(s) be and hereby are authorized to enter into a contract with Wolf Ford of Alliance for the purchase of one 2024 Ford F-350 Pickup in the amount of Forty-Seven Thousand Three Hundred Fifteen Dollars and 36/100ths (\$47,315.36) to be paid from GL # 24-41-41-59-950.

PASSED AND APPROVED this 4th day of November, 2025.

John McGhehey, Mayor

(SEAL)

Attest: _____
Ammie L. Bedient, City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Office, Legal Counsel

Wolf Ford of Alliance

(308) 762-2343 DEALER 56V 407

VIN 1FTRF3BA4REE94909

	Suggested Retail Price	Invoice Price
F35T 4X4 STYLESIDE PICKUP/142	52180.00	49552.00
2024 MODEL YEAR		
Z1 OXFORD WHITE		
3S MEDIUM DARK SLATE CLOTH PREFERRED EQUIPMENT PKG. 613A		
.XLT TRIM		
.AM/FM STEREO MP3/CLK		
99A 6.8L DEVCT NA PFI V8 ENGINE	1705.00-	1551.00-
44F 10-SPEED AUTO TORQSHIFT-G	NC	NC
TDX LT275/70R18E BSW ALL TERRAIN	265.00	241.00
X3E 3.73 ELECTRONIC-LOCKING AXLE JOB #2 ORDER	430.00	392.00
15J GOOSENECK HITCH KIT	250.00	228.00
153 FRONT LICENSE PLATE BRACKET	NC	NC
17X FX4 OFF-ROAD PACKAGE	495.00	451.00
.SKID PLATES		
18B PLATFORM RUNNING BOARDS	320.00	291.00
11400# GVMR PACKAGE		
425 50 STATE EMISSIONS	NC	NC
471 CAMPER PACKAGE	160.00	145.00
.HEAVY SERVICE FRONT SUSPENSIO		
53W 5TH WHEEL HITCH PREP PACKAGE	550.00	501.00
54F POWERSCOPE TRAILER TOW MIRROR JACK	280.00	255.00
61N WHEEL WELL LINERS FRONT & REAR	325.00	296.00
61S SPLASH GUARDS - FRONT	130.00	119.00
62S SPLASH GUARDS - REAR	NC	NC
66S UPFITTER SWITCHES	165.00	150.00
67E 250 AMP ALTERNATOR	85.00	78.00
85S TOUGH BED SPRAY IN BEDLINER	595.00	542.00
TOTAL OPTIONS/OTHER	2345.00	2138.00
TOTAL VEHICLE & OPTIONS/OTHER	54505.00	51690.00
DESTINATION & DELIVERY	1995.00	1995.00

TOTAL FOR VEHICLE 56500.00

FUEL CHARGE 120.36
 CV LOT MANAGEMENT 10.00
 SHIPPING WEIGHT 6072 LBS.
 TOTAL 56500.00 53815.36

Rebates:
 Public: \$600
 Direct offer: \$950

\$47315.36

This invoice may not reflect the final cost of the vehicle in view of the possibility of future rebates, allowances, discounts and incentive awards from Ford Motor Company to the dealer.

Sold to Wolf Ford of Alliance P.O. BOX 804 Alliance		56V407 NE 69301		Order Type 2	Ramp Code RW08	Batch ID RG251	Price Level 430
Ship to (if other than above)				Date Inv. Prepared 07 25 24	Item Number 56-R033	Transit Days 20	
				Ship Through			
Invoice & Unit Identification NO. 1FTRF3BA4REE94909		Final Assembly Point KENTUCKY		Finance Company and/or Bank Ford Motor Credit 000001			
HB	Invoice Total	A & Z Plan	D Plan	X Plan	Protected Invoice Amount	AA	
1091	53815.36	51773.36	51873.36	53875.10		818.00	

This invoice to be used for the billing of vehicles only

Dealer's copy

Narrative

November 4, 2025



RESOLUTION

APPROVE FIVE-YEAR LEASE/PURCHASE AGREEMENT FOR BODY-WORN AND IN-CAR CAMERA SYSTEMS, INCLUDING ALL ACCESSORIES AND INSTALLATION

The Alliance Police Department is in urgent need of reliable, public safety-rated body-worn and in-car camera systems. Currently, officers are using cellular phones as body cameras, and patrol vehicles are not equipped with in-car camera systems. The use of this technology is now considered the industry standard and is expected by the courts to ensure transparency, accountability, and evidence integrity.

After obtaining quotes from three vendors, GETAC was identified as offering the most competitive pricing and superior customer service. GETAC is the only vendor providing on-site installation and training with its products. The Box Butte County Sheriff's Department currently utilizes GETAC camera systems and has expressed satisfaction with their reliability and performance. Additionally, the proposed camera systems will integrate seamlessly with the department's existing GETAC mobile laptop computers.

The proposed agreement is a five-year lease with a \$1.00 buyout option at the end of the term. Payments will recur annually for five years. The cameras have an expected service life of up to ten years. Upon completion of the lease, the department's ongoing costs will be limited to ancillary expenses related to data management and storage.

RECOMMENDATION:

Approve the five-year lease/purchase agreement with GETAC for body-worn and in-car camera systems, including all related accessories, installation, and associated annual recurring payments until the lease is paid in full.

RESOLUTION NO. 25-153

WHEREAS, Alliance Police Department Officers are currently using cellular phones as body cameras, and patrol vehicles are not equipped with in-car camera systems; and

WHEREAS, The City of Alliance Police Department is in urgent need of reliable, public safety-rated body-worn and in-car camera systems; and

WHEREAS, The use of this technology is now considered the industry standard and is expected by the courts to ensure transparency, accountability, and evidence integrity; and

WHEREAS, Staff obtained three vendors with GETAC identified as offering the most competitive pricing and superior customer service and as GETAC is the only vendor providing on-site installation and training with its products; and

WHEREAS, GETAC will provide a five-year lease plan with a \$1.00 buyout option at the end of the term; and

WHEREAS, The Alliance City Council finds it in the best interest of the Alliance Police Department to enter into a lease agreement with GETAC for the body-worn and in-car camera systems; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Alliance, Nebraska, hereby is authorizes the Mayor to enter into a five-year lease agreement with a one-dollar (\$1.00) buyout option with GETAC for fifteen (15) GETAC body worn cameras, twelve (12) GETAC in-car video systems, all related accessories, and installation for the total amount of Two Hundred-Eighteen Thousand One Hundred Twenty-Four Dollars and 83/100ths (\$218,124.83) with annual payments of Fifty Thousand Three Hundred Seventy-Nine Dollars and 10/100ths (\$50,379.10).

PASSED AND APPROVED this 4th day of November, 2025.

(SEAL)

John McGhehey, Mayor

Attest:

Ammie L. Bedient, City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Office, Legal Counsel



October 22, 2025
Alliance Police Department
David Leavitt
512th Avenue
Alliance, NE 69301

Open End Lease - 2026 Equipment Equipment (x1)							miles/
Term In Months	Payment	Tax	Total	Original Value	Reduction	Net Value	Termination Value
<input type="checkbox"/> 60	\$50,379.10	Tax Exempt	\$50,379.10 Annual	\$218,124.83		\$218,124.83	\$1.00

Disclaimers:

Equipment Finance Lease. Pricing based on Quote provided by Sontech Vehicle Technologies. Pricing includes both quotes V1106EST5-100225 and V1106EST6-100225

Leasing quotes are based on current effective rates and manufacturer pricing for budgeting purposes only and are subject to change. Subject to credit approval.

Please contact Tyler Irish at tirish@thebancorp.com for additional information.

Estimate No. V1106EST6-100225

Parker Dahlberg
Alliance Police Department
512 Niobrara Avenue
Alliance
Nebraska 69301



Quoted By: Mason Olson

Estimate

ESTIMATE DATE
10022025

ESTIMATE TOTAL
205,464.45

VALID TO
11012025

Alliance Police Department Getac In-Car Video Estimate w/ Cradlepoint

Scope - Getac In-Car Video and Body Worn Camera's

Estimate includes (12) Getac In-Car Video systems, (15) Getac Body Worn Camera's, (12) Cradlepoint R980 5G Routers, (60) Months of Cloud Services and NetCloud, and all of the Necessary Equipment/Accessories to Upfit (12) vehicles.

	QTY	RATE	AMOUNT
Getac In-Car Video & Accessories			
Getac VR-X20 G3 DVR w/ Mount (Intel Ultra 5 Processor, 512 GB SSD, 8 GB RAM)	12.00	4722.50	56,670.00
Getac 5- Inch HD Display - 3 Year Warranty (included with DVR)	12.00	0.00	0.00
Getac ZeroDark UltraHD 4K Camera w/ Mount - 3 Year Warranty (included with DVR)	12.00	0.00	0.00
Getac ZeroDark FHD IP Camera w/ Mount - 3 Year Warranty (included with DVR)	12.00	0.00	0.00
Getac In-Car-Video Extended Warranty - Year 4 and 5	12.00	319.20	3,830.40
Getac Visor Mounting Bracket Kit (Included Tahoe, Charger, PIU, and Durango Brackets)	12.00	98.40	1,180.80
Getac Single Port Dock (USB-A 10W AC Adapter)	12.00	113.09	1,357.08
Airgain Multimax 3 in 1 Antenna (17' Cable Included) (Utilized for Getac DVR)	12.00	198.75	2,385.00
Getac Body Worn Camera & Accessories			
Getac Body Worn Camera (128 GB, WiFi, GPS, Bluetooth, 5 Year Warranty)	15.00	1136.35	17,045.25
Getac Body Worn Camera Magnetic Mount	15.00	71.62	1,074.30

Getac BodyWorn Camera Magnetic Quick Release Charging Cable	15.00	35.36	530.40
Body Worn Camera Bluetooth Trigger Box - 5 Year Warranty	12.00	187.57	2,250.84
Getac BWC 8-Port MultiDock w/ AC Adapter - 5 Year Warranty	2.00	987.73	1,975.46
Getac Cloud & Subscription Services			
60 Months Getac Cloud for (12) In Car Video Systems (Unlimited)	720.00	62.05	44,676.00
60 Months Getac Cloud for (15) Body Worn Cameras (60 GB w/ SW Maintenance)	900.00	43.75	39,375.00
On-Site Deployment and Training			
Tier 1 Cloud Deployment Services (Remote Setup, 3 Days On Site Training)	1.00	7600.00	7,600.00
Cradlepoint & Accessories			
Cradlepoint R980 5G Router (Includes 5 Years NetCloud Mobile Essentials Plan)	12.00	1616.70	19,400.40
Panorama 7 in 1 Shark Fin Style Antenna (Utilized for Cradlepoint R980)	12.00	494.46	5,933.52
Shipping/Handling	1.00	180.00	180.00

Subtotal 205,464.45

Tax Tax Exempt

Total USD\$ 205,464.45

Terms: Confidential - Do Not Share without prior written approval by SonTech Vehicle Technologies

Thank you for choosing SVT!

Estimate No. V1106EST5-100225

Parker Dahlberg
Alliance Police Department
512 Niobrara Avenue
Alliance
Nebraska 69301



Quoted By: Mason Olson

Estimate

ESTIMATE DATE
10022025

ESTIMATE TOTAL
11,700.38

VALID TO
11012025

Alliance Police Department In-Car Video Upfit Estimate

Scope of Work - Installation of In-Car Video Equipment

SonTech will perform the installation of Getac, Motorola, or Axon In-Car Video Equipment for 10 Vehicles. All work to be carried out on-site in Alliance, NE. If Getac Equipment is not purchased through SonTech, equipment will be provided by the agency.

	QTY	RATE	AMOUNT
Installation (9 Vehicles, 8 Hours Per)	9.00	960.00	8,640.00
Trip Charge (2 Technicians, 5 Days, 10 Hours Travel Time)	1.00	2850.00	2,850.00
Mileage	314.00	0.67	210.38

Subtotal 11,700.38

Tax Tax Exempt

Total USD\$ 11,700.38

Terms: Confidential - Do Not Share without prior written approval by SonTech Vehicle Technologies

Thank you for choosing SVT!