

NOTICE OF A REGULAR CITY COUNCIL MEETING
CITY OF ALMA, NEBRASKA

NOTICE IS HEREBY GIVEN a meeting of the City Council of the City of Alma, Nebraska, will meet at 5:30 pm on Wednesday, December 18th, 2024, at City Hall, located at 614 Main Street, which meeting will be open to the attendance of the public. An agenda for such meeting is kept continuously current and is available for public inspection at the Office of the City Clerk. All agenda items are discussion and/or action items.

AGENDA — December 18th, 2024

1. MINUTES - Council to approve Minutes of December 4, 2024, Regular Council Meeting.
2. MINUTES-Council to approve Minutes of December 4, 2024, Reorganizational Meeting.
3. PAYMENT OF CLAIMS - Council to approve Payment of Claims for the period of 12-05-2024 through 12-18-2024.
4. TREASURE’S REPORT-Council to review and discuss City finances.
5. Two Rivers Public Health Department- Jeremy Eschliman- Community updates.
6. DISCUSS APPROVE- Changing January 1, 2025, council meeting to January 8, 2025 at 5:30 pm. (meeting fall on News Years Day)
7. DISCUSS APPROVE- Changing second council meeting to January 22, 2025, at 5:30 pm
8. DISCUSS APPROVE- Easement request for placement of fiber optic communications to be routed within the City of Alma.
9. DISCUSS APPROVE City Auditorium Grant. Resolution 5-2025

City Administrator Report - Discussion

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• *Adjournment Mayor and City Council reserve the right to adjourn into executive session on any Agenda item pursuant Section 84-1410 of the Nebraska Revised Statutes. Individuals who have appropriate items for City Council consideration should contact the City Office for a "Request for Future Agenda Items" form. If the issue can be handled administratively without Council action, notification will be provided. If the item is scheduled for a meeting or study session, notification of the date will be given. This is a public meeting, open to attendance by the public. This Agenda is kept continuously current. As of December 13, 2024, any additions or deletions to this Agenda may be obtained at the City Office (614 Main Street). —Janet Dietz, City Clerk*

MINUTE RECORD FOR CITY OF ALMA
REGULAR CITY COUNCIL MEETING
December 4, 2024

The City Council of the City of Alma, NE, met in regular session at the Office of the City Clerk on the 4th day of December 2024 at 5:30 p.m. in a publicly convened session, the same being open to the public and having been preceded by posting a copy of the Notice along with the agenda in three public places in the City. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public and Mayor Haeker advised the public that the Open Meetings Act was posted on the east wall of the meeting room. Mayor Haeker convened the meeting. Mayor Haeker and the following Council Members were present: Tom Moulton, Larry Casper, Chris Tripe and Dyann Collins. Also attending were City Clerk Janet Dietz, City Treasurer Tashia Butterfield, City Administrator Steve Ardiana, City Utilities Superintendent Russ Pfeil, Joel Wheeler, and Bow Casper. Motion to determine this meeting as previously publicized, duly convened and in open session made by Tripe, second by Collins, with no further discussion upon the motion made, and upon roll call vote, the following voted yes, Tripe, Collins, Moulton, and Casper. Voting no none. Motion carried.

Mayor Haeker opened the floor to approve the minutes of the November 20,2024 council meeting. Motion made by Tripe , second by Moulton to approve the minutes of November 20,2024. There being further discussion upon the motion, and upon roll call vote, the following voted yes, Tripe, Moulton, Casper, Collins. Voting no none. Motion carried.

Mayor Haeker opened the floor to approve payment of claims for the period of 11-21-2024 through 12-04-2024 for a total of \$157,120.77. Motion made by Collins, second by Moulton, to approve the claims. There being no further discussion upon the motion made and upon roll call vote, the following voted yes, Collins, Moulton, Tripe, and Casper. Voting no none. Motion carried.

Mayor Haeker opened the floor to approve the Treasures report. Motion made by Collins, second by Moulton to accept the treasurer's report as presented. There being no further discussion upon the motion made and upon roll call vote, the following voted yes, Collins, Moulton, Tripe, Casper. Voting no none. Motion carried.

Mayor Haeker opened the floor to consider Ordinance 2025-1, Franchise with Eagle Broadband Investments. City Attorney Doug Walker advised this is a periodic renewal, non-exclusive contract. Council woman Dyann Collins introduced Ordinance 2025-1, Franchise with Eagle Broadband Investments, and moved that the statutory rule requiring reading on three different days be suspended, Casper second. There being no further discussion upon the motion made and upon roll call votes, the following voted yes, Casper, Moulton, Collins, and Tripe. Discussion was held as contract is non-exclusive for 15 years. Casper moved for final passage of Ordinance 2025-1 second by Collins. There being no further discussion upon the motion made and upon roll call votes, the following voted yes, Casper, Collins, Moulton, and Casper. Voting no none. Motion carried. Ordinance 2025-1 is approved.

Mayor Haeker opened the floor to consider Resolution 3-2025 authorizing the City to sign a commercial lease agreement with Alma Parrot Theater. City Attorney advised that Parrot Theater is non-profit, and city owns the building and contents. Motion made by Moulton to approve Resolution 3-2025, commercial lease second by Tripe. There being no further discussion upon the motion made and upon roll call votes, the following voted yes, Moulton, Tripe, Collins, and Casper. Voting no none. Motion carried.

Mayor Haeker opened the floor to consider Resolution 4-2025, authorizing the City of Alma to contract with Olsson, Inc, for consulting and engineering services for drainage improvements at Alma City Airport. Discussion was held on drainage and building placement, new placement of drainage ditch, gas main. Tripe made a motion to table but withdrew the motion after further discussion with City Attorney Doug Walker advised contract being this is for consulting and engineering services only, no disruption of services should occur, plans aren't detailed as of yet.

Regular Meeting 12-04-2024

Motion made by Collins to approve Resolution 4-2025 second by Tripe. There being no further discussion upon the motion made and upon roll call votes, the following votes yes Collins, Tripe, Casper, and Moulton. Voting no none. Motion carried.

Mayor Haeker opened the floor to approve the Purchase Order Process. This is a standard purchase order for City of Alma and Vendors . Motion made by Collins, second by Moulton to approve, there being no further discussion upon motion made and upon roll call votes, the following voted yes, Collins, Moulton, Tripe, and Casper. Voting no none. Motion carried.

Mayor Haeker opened the floor to approve the City Payment Process, establishing procedures for accepting Credit/Debit cards at the City of Alma. Individuals must be present in the City Office to complete the credit card transaction. Motion made by Moulton, second by Tripe to approve, there being no further discussion upon motion made and upon roll call votes, the following voted res, Moulton, Tripe, Collins, and Casper. Voting no none. Motion carried.

City Administrator Steve Ardiana brought forth for review, City of Alma TIF reports for 2024, there were no new projects for 2024, State Fire Marshall completed inspection with City of Alma Gas Dept, Well Head protection project, City Airport drainage project.

City Council thanked Chris Tripe for his years of service.

Motion to adjourn the meeting at 6:10 pm.

I the undersigned Clerk hereby certify that the forgoing is a true and correct copy of the proceedings had and done by the Mayor and Council; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the Clerk; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advanced notification of the time place and of said meeting and the subjects to be discussed at said meeting.

Janet Dietz, City Clerk

Minute Record for City of Alma
City Council Reorganizational Meeting

December 4, 2024

A reorganizational meeting of the City Council of Alma Nebraska was held at the Office of the City Clerk in said City on Wednesday December 4th at 6:12 pm. Present were Council members, Tom Moulton, Larry Casper. Re-elected Council woman Dyann Collins read aloud and signed the Oath of Office, newly elected Councilman Joel Wheeler read aloud and signed the Oath of office. Also in attendance were Mayor Hal Haeker, Clerk Janet Dietz, Treasurer, Tashia Butterfield, City Superintendent Russ Pfeil, and City Administrator Steve Ardiana. Notification of this meeting was given in advance by posting in a designated method for giving notice. Advance notice was given to the Mayor and all members of the City Council. Availability of the Agenda was communicated in advance to the Mayor and Council. All proceedings hereinafter were taken while the convened meeting was open to the public.

Mayor Haeker advised the public of the Open Meetings Act which is posted on the east wall of the meeting room, and then proceeded to call to order the reorganizational meeting of December 4, 2024, at 6:12 pm and the following business was transacted:

Roll call: Tom Moulton, Dyann Collins, Joel Wheeler, Larry Casper, and Mayor Hal Haeker were all in attendance. Motion made by Casper, second by Collins to determine this meeting as previously publicized, duly convened and in open session. There being no further discussion upon motion made and upon roll call vote, the following voted yes, asper, Collins, Wheeler, Moulton. Voting no, none. Motion carried.

Mayor Haeker opened the floor for nominations for the Council President. Motion made by Collins, second by Moulton to nominate Larry Casper for Council President for 2025. There being no discussion and upon roll vote, the following voted yes, Wheeler, Moulton, Collins, yes, with Casper abstaining, voting no none. Motion carried.

Mayor Haeker opened the floor to approve the Mayor appointments of City Officials, Boards, and Commissions. A list of Boards and Commissions were handed out. Motion made by Moulton, second by Collins to approve as presented. There being no further discussion upon the motion made and upon roll call vote, the following voted yes: Moulton, Collins, Casper and Wheeler. Voting no: none. Motion carried.

Motion made by Moulton, second by Collins, to adjourn the meeting. There being no further discussion upon the motion made, the following voted yes: Moulton, Collins, Casper and Wheeler. Meeting was adjourned at 6:55pm.

I the undersigned Clerk hereby certify that the foregoing is true and correct copy of the proceedings, had and done by the Mayor and Council; that all of the subjects included in the proceedings were contained in Agenda for the meeting, kept continually current and available for public inspection at the office of Clerk; that such subjects were contained in said agenda for at least twenty four hours prior to said meeting; that one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that said minutes were in written form and available for public inspection within ten working days of said and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notice of time and place of said meeting and the subjects to be discussed at said meeting.

Janet Dietz, City Clerk

**City of Alma
Unpaid Claims by Vendor**

December 5, 2024 thru Decemeber 18, 2024

Type	Date	Due Date	Memo	Account	Class	Amount
Alma Auto Parts						
Bill	12/05/2024	12/18/2024	antifreeze/coolant-trash truck	20.1200 · Repairs & Maint. E Sanitation Departm		81.03
Bill	12/04/2024	12/18/2024	tbolt clamp-trash truck	20.1200 · Repairs & Maint. E Sanitation Departm		7.61
Bill	12/04/2024	12/18/2024	tbolt clamp-trash truck	20.1200 · Repairs & Maint. E Sanitation Departm		7.61
Total Alma Auto Parts						<u>96.25</u>
Alpha Heating, Air & Plumbing						
Bill	12/12/2024	12/18/2024	Repair heat in Airport Terminal	20.1200 · Repairs & Maint. E Airport Fund		487.01
Total Alpha Heating, Air & Plumbing						<u>487.01</u>
Amazon Business						
Bill	12/01/2024	12/18/2024	cell phone case	30.1120 · Supplies	Gas Utility Departm	26.95
Bill	12/01/2024	12/18/2024	cell phone case	30.1120 · Supplies	Water Utility Depart	6.24
Bill	12/01/2024	12/18/2024	cell phone case	30.1120 · Supplies	Street Department	6.24
Bill	12/01/2024	12/18/2024	cell phone case	30.1120 · Supplies	Gas Utility Departm	6.24
Bill	12/01/2024	12/18/2024	cell phone case	30.1120 · Supplies	Sanitation Departm	6.23
Bill	12/01/2024	12/18/2024	trash bags - order 114-0930020-8726664	30.1120 · Supplies	General Fund	49.49
Bill	12/01/2024	12/18/2024	phone message book - order 114-0930020	30.1120 · Supplies	General Fund	27.95
Bill	12/01/2024	12/18/2024	binder clips - order 114-0930020-8726664	30.1120 · Supplies	General Fund	9.88
Bill	12/01/2024	12/18/2024	stapler - order 114-0930020-8726664	30.1120 · Supplies	General Fund	9.57
Bill	12/01/2024	12/18/2024	surge protector, lights, speaker, binders - o	30.1120 · Supplies	General Fund	94.22
Bill	12/01/2024	12/18/2024	file folders, batteries, file organizer - order	130.1120 · Supplies	General Fund	110.66
Total Amazon Business						<u>353.67</u>
American Legal Publishing Corp						
Bill	11/21/2024	12/18/2024	2025 Code Program Subscription	20.1235 · Subscriptions	General Fund	399.00
Total American Legal Publishing Corp						<u>399.00</u>
Aussie Hydraulics, LLP						
Bill	11/26/2024	12/18/2024	repair hydraulics on trash truck	20.1200 · Repairs & Maint. E Sanitation Departm		220.81
Total Aussie Hydraulics, LLP						<u>220.81</u>
B. H. Heseman Shop						
Bill	11/13/2024	12/18/2024	967013	20.1200 · Repairs & Maint. E Sanitation Departm		32.50
Total B. H. Heseman Shop						<u>32.50</u>
BARCO Municipal Products, Inc.						
Bill	12/06/2024	12/18/2024	plow bolts and nuts	50.1300 · Cap Outlay - Equip	Street Department	115.87
Total BARCO Municipal Products, Inc.						<u>115.87</u>

**City of Alma
Unpaid Claims by Vendor**

December 5, 2024 thru Decemeber 18, 2024

Type	Date	Due Date	Memo	Account	Class	Amount
Black Hills Energy						
Bill	12/02/2024	12/18/2024	Gas - Nov	20.1090 · Gas, Water, & Wa	Airport Fund	40.19
Total Black Hills Energy						<u>40.19</u>
Blue Cross Blue Shield						
Bill	12/18/2024	12/18/2024	Health Insurance - Steve	10.2010 · Emp Health & Life	General Fund	1,401.69
Bill	12/18/2024	12/18/2024	Health Insurance - Scott	10.2010 · Emp Health & Life	Water Utility Depart	1,401.69
Bill	12/18/2024	12/18/2024	Health Insurance - Russ	10.2010 · Emp Health & Life	Gas Utility Departm	1,007.83
Bill	12/18/2024	12/18/2024	Health Insurance - Travis 1/2	10.2010 · Emp Health & Life	Wastewater Utility I	700.84
Bill	12/18/2024	12/18/2024	Health Insurance - Travis 1/2	10.2010 · Emp Health & Life	Street Department	700.85
Bill	12/18/2024	12/18/2024	Health Insurance - Bowde	10.2010 · Emp Health & Life	Sanitation Departm	1,401.69
Bill	12/18/2024	12/18/2024	Health Insurance - Kent	10.2010 · Emp Health & Life	Gas Utility Departm	521.29
Bill	12/18/2024	12/18/2024	Health Insurance - Tashia 1/2	10.2010 · Emp Health & Life	Water Utility Depart	260.65
Bill	12/18/2024	12/18/2024	Health Insurance - Tashia 1/2	10.2010 · Emp Health & Life	General Fund	260.64
Bill	12/18/2024	12/18/2024	Health Insurance - Jeff	10.2010 · Emp Health & Life	Gas Utility Departm	1,401.69
Bill	12/18/2024	12/18/2024	Dental Insurance - Tashia 1/2	10.2020 · Employee Dental I	General Fund	16.42
Bill	12/18/2024	12/18/2024	Dental Insurance - Tashia 1/2	10.2020 · Employee Dental I	Water Utility Depart	16.41
Bill	12/18/2024	12/18/2024	Dental Insurance - Travis 1/2	10.2020 · Employee Dental I	Wastewater Utility I	16.42
Bill	12/18/2024	12/18/2024	Dental Insurance - Travis 1/2	10.2020 · Employee Dental I	Street Department	16.41
Bill	12/18/2024	12/18/2024	Dental Insurance - Kent	10.2020 · Employee Dental I	Gas Utility Departm	32.83
Bill	12/18/2024	12/18/2024	Dental Insurance - Bowde	10.2020 · Employee Dental I	Sanitation Departm	32.83
Bill	12/18/2024	12/18/2024	Dental Insurance - Scott	10.2020 · Employee Dental I	Water Utility Depart	32.83
Bill	12/18/2024	12/18/2024	Dental Insurance - Jeff	10.2020 · Employee Dental I	Gas Utility Departm	32.83
Bill	12/18/2024	12/18/2024	Dental Insurance - Janet	10.2020 · Employee Dental I	Gas Utility Departm	32.83
Bill	12/18/2024	12/18/2024	Dental Insurance - Russ	10.2020 · Employee Dental I	Gas Utility Departm	32.83
Bill	12/18/2024	12/18/2024	Dental Insurance - Steve	10.2020 · Employee Dental I	General Fund	32.83
Bill	12/18/2024	12/18/2024	Health Ins - Jordy	10.2010 · Emp Health & Life	Golf Fund	1,401.69
Bill	12/18/2024	12/18/2024	Dental Insurance - Jordy	10.2020 · Employee Dental I	Golf Fund	32.83
Total Blue Cross Blue Shield						<u>10,788.85</u>
Bosselman - Water Dept						
Credit	11/30/2024		Nov Tax Exempt	20.1060 · Fuel & Oil	Water Utility Depart	(8.30)
Credit	11/04/2024		Fuel Discount	20.1060 · Fuel & Oil	Water Utility Depart	(1.19)

**City of Alma
Unpaid Claims by Vendor**

December 5, 2024 thru Decemeber 18, 2024

Type	Date	Due Date	Memo	Account	Class	Amount
Credit	11/18/2024		Fuel Discount	20.1060 - Fuel & Oil	Water Utility Depart	(1.08)
Bill	11/18/2024	12/18/2024	Unleaded	20.1060 - Fuel & Oil	Water Utility Depart	59.49
Bill	11/04/2024	12/18/2024	Unleaded 23.704 gal, \$2.799/gal	20.1060 - Fuel & Oil	Water Utility Depart	66.35
Total Bosselman - Water Dept						<u>115.27</u>
Center Point Large Print						
Bill	10/24/2024	12/18/2024	book purchase	30.1021 - Books	Library Department	24.02
Total Center Point Large Print						<u>24.02</u>
Chesterman Company-glf						
Bill	12/04/2024	12/18/2024	Beverages Purchased	30.1042 - Purchases Beverage	Golf Fund	95.00
Total Chesterman Company-glf						<u>95.00</u>
CHS Agri Service Center-gov't						
Credit	11/30/2024		November Fuel Tax Exempt	20.1060 - Fuel & Oil	Sanitation Department	(66.24)
Bill	11/15/2024	12/18/2024	Roadmaster 63.890 gal @ \$3.459	20.1060 - Fuel & Oil	Sanitation Department	221.00
Bill	11/13/2024	12/18/2024	Unleaded 28.909 gal @ \$2.799	20.1060 - Fuel & Oil	Street Department	80.92
Bill	11/05/2024	12/18/2024	Roadmaster 54.061 gal @ \$3.459	20.1060 - Fuel & Oil	Sanitation Department	187.00
Bill	11/25/2024	12/18/2024	Roadmaster 64.220 gal @ \$3.379	20.1060 - Fuel & Oil	Sanitation Department	217.00
Bill	11/27/2024	12/18/2024	Unleaded 13.044 gal @ \$2.649	20.1060 - Fuel & Oil	Street Department	34.55
Bill	11/21/2024	12/18/2024	Roadmaster 124.5 gal @ \$2.917	20.1060 - Fuel & Oil	Street Department	363.20
Bill	11/21/2024	12/18/2024	#1 DYED 250.100 gal @ \$3.127	20.1060 - Fuel & Oil	Street Department	782.16
Bill	11/24/2024	12/18/2024	Unleaded 320.0 gal @ \$2.986	20.1060 - Fuel & Oil	Street Department	955.46
Total CHS Agri Service Center-gov't						<u>2,775.05</u>
City of Alma						
Bill	12/05/2024	12/18/2024	Quickbooks Renewal - split	20.1025 - Computer Services	Golf Fund	393.00
Bill	12/18/2024	12/18/2024	Nov Sales Tax	70.5505 - Transfer Out - Sale	Golf Fund	471.97
Total City of Alma						<u>864.97</u>
City of Holdrege						
Bill	12/13/2024	12/18/2024	Landfill fees	20.1250 - Trash Removal	Sanitation Department	249.48
Bill	12/11/2024	12/18/2024	Landfill fees	20.1250 - Trash Removal	Sanitation Department	343.78
Bill	12/11/2024	12/18/2024	Landfill fees	20.1250 - Trash Removal	Sanitation Department	362.18
Bill	12/06/2024	12/18/2024	Landfill fees	20.1250 - Trash Removal	Sanitation Department	272.48
Total City of Holdrege						<u>1,227.92</u>

City of Alma
Unpaid Claims by Vendor

December 5, 2024 thru Decemeber 18, 2024

Type	Date	Due Date	Memo	Account	Class	Amount
Cline Williams Wright Johnson & Oldfather						
Bill	12/06/2024	12/18/2024	Prepare 2024 TIF Annual Report	20.1110 · Legal Fees	Water Utility Depart	57.97
Bill	12/06/2024	12/18/2024	Prepare 2024 TIF Annual Report	20.1110 · Legal Fees	Wastewater Utility L	57.97
Bill	12/06/2024	12/18/2024	Prepare 2024 TIF Annual Report	20.1110 · Legal Fees	Street Department	57.97
Bill	12/06/2024	12/18/2024	Prepare 2024 TIF Annual Report	20.1110 · Legal Fees	Gas Utility Departm	57.97
Bill	12/06/2024	12/18/2024	TIF issues	20.1110 · Legal Fees	General Fund	1,768.12
Total Cline Williams Wright Johnson & Oldfather						<u>2,000.00</u>
Facility Supplies						
Bill	12/01/2024	12/18/2024	paper towels, trash bags, urinal mats	30.1120 · Supplies	Golf Fund	345.59
Total Facility Supplies						<u>345.59</u>
Frontier						
Bill	11/30/2024	12/18/2024	City Office-Line 2	20.1240 · Telephone Expens	General Fund	114.48
Bill	12/01/2024	12/18/2024	City Office	20.1240 · Telephone Expens	General Fund	126.07
Bill	12/01/2024	12/18/2024	City Office-Fax	20.1240 · Telephone Expens	General Fund	114.48
Total Frontier						<u>355.03</u>
Frontier - Airport						
Bill	12/01/2024	12/18/2024	Phone Service	20.1240 · Telephone Expens	Airport Fund	240.77
Bill	12/01/2024	12/18/2024	Dish Network	20.1015 · Cable Television E	Airport Fund	156.35
Bill	12/01/2024	12/18/2024	Internet Expense	20.1102 · Internet Expense	Airport Fund	98.67
Total Frontier - Airport						<u>495.79</u>
Frontier - Pool						
Bill	12/04/2024	12/18/2024	Swimming Pool	20.1240 · Telephone Expens	Pool Department	98.11
Total Frontier - Pool						<u>98.11</u>
Frontier - Sirens						
Bill	11/30/2024	12/18/2024	308/196-0222 Siren	20.1240 · Telephone Expens	Fire Department	6.93
Bill	11/30/2024	12/18/2024	308/196-0574 Siren	20.1240 · Telephone Expens	Fire Department	9.99
Bill	11/30/2024	12/18/2024	308/196-0705 Siren	20.1240 · Telephone Expens	Fire Department	9.99
Bill	11/30/2024	12/18/2024	308/196-0709 Siren	20.1240 · Telephone Expens	Fire Department	9.99
Bill	11/30/2024	12/18/2024	308/928-2881 Lift Station	20.1240 · Telephone Expens	Wastewater Utility L	67.17
Total Frontier - Sirens						<u>104.07</u>
Frontier - Water Tower						
Bill	12/01/2024	12/18/2024	Water Tower Alarm	20.1240 · Telephone Expens	Water Utility Depart	89.07
Total Frontier - Water Tower						<u>89.07</u>

City of Alma
Unpaid Claims by Vendor

December 5, 2024 thru Decemeber 18, 2024

Type	Date	Due Date	Memo	Account	Class	Amount
Harlan County Journal						
Bill	11/07/2024	12/18/2024	10/16/24 claims/minutes	20.1170 - Printing & Publishi	General Fund	30.21
Bill	11/14/2024	12/18/2024	11/06/24 claims/minutes	20.1170 - Printing & Publishi	General Fund	74.79
Bill	11/28/2024	12/18/2024	11/20/24 claims/minutes	20.1170 - Printing & Publishi	General Fund	60.42
Bill	11/28/2024	12/18/2024	published FY 2023-2024 financials	20.1170 - Printing & Publishi	General Fund	87.00
Total Harlan County Journal						252.42
Hogeland's Market-37						
Bill	12/17/2024	12/18/2024	TP	30.1120 - Supplies	General Fund	15.26
Bill	12/10/2024	12/18/2024	coffee	30.1120 - Supplies	General Fund	26.97
Total Hogeland's Market-37						42.23
Hogeland's Market-47						
Bill	12/09/2024	12/18/2024	OJ, lime juice	30.1042 - Purchases Beverag	Golf Fund	10.87
Total Hogeland's Market-47						10.87
Jeff's Electric						
Bill	12/01/2024	12/18/2024	repair circuit	20.1190 - Repairs & Maint. B	Golf Fund	140.00
Total Jeff's Electric						140.00
Jeff Lynch.						
Bill	12/04/2024	12/18/2024	November Cleaning Services	10.4005 - Nonemployee Corr	Airport Fund	35.00
Bill	12/04/2024	12/18/2024	November Cleaning Services	10.4005 - Nonemployee Corr	General Fund	105.00
Bill	12/04/2024	12/18/2024	November Cleaning Services	10.4005 - Nonemployee Corr	Community Building	510.00
Bill	12/04/2024	12/18/2024	extra cleaning at JC 11-30-24	10.4005 - Nonemployee Corr	Community Building	20.00
Total Jeff Lynch.						670.00
Jim Sindelar.						
Bill	11/25/2024	12/18/2024	Utility Deposit Refund	20.1030 - Deposit Refunds	Water Utility Depart	62.05
Bill	11/25/2024	12/18/2024	Utility Deposit Refund	20.1030 - Deposit Refunds	Wastewater Utility D	62.04
Total Jim Sindelar.						124.09
League of NE Municipalities-Utilities Sec						
Bill	12/02/2024	12/18/2024	LNM Utilities Conference-Kent	20.1180 - Professional & Scr	Gas Utility Departm	36.67
Bill	12/02/2024	12/18/2024	LNM Utilities Conference-Kent	20.1180 - Professional & Scr	Water Utility Depart	36.67
Bill	12/02/2024	12/18/2024	LNM Utilities Conference-Kent	20.1180 - Professional & Scr	Wastewater Utility D	36.66
Total League of NE Municipalities-Utilities Sec						110.00

**City of Alma
Unpaid Claims by Vendor**

December 5, 2024 thru Decemeber 18, 2024

Type	Date	Due Date	Memo	Account	Class	Amount
Lincoln Winwater Works						
Bill	09/10/2024	12/18/2024	4x2 tap	20.1120 · Line Maintenance	Water Utility Depart	1,811.38
Total Lincoln Winwater Works						<u>1,811.38</u>
MidAmerica Administrative-Retirement-Gen						
Bill	12/11/2024	12/18/2024	HRA Administration Services-Bowde	20.1035 · Dues & Fees	Sanitation Departm	8.00
Bill	12/11/2024	12/18/2024	HRA Administration Services-Jessica Miller	20.1035 · Dues & Fees	General Fund	8.00
Bill	12/11/2024	12/18/2024	HRA Administration Services-Jessica Nash	20.1035 · Dues & Fees	General Fund	8.00
Bill	12/11/2024	12/18/2024	HRA Administration Services-Travis	20.1035 · Dues & Fees	Street Department	8.00
Total MidAmerica Administrative-Retirement-Gen						<u>32.00</u>
Mutual of Omaha						
Bill	12/18/2024	12/18/2024	Russ-Life/AD&D	10.2010 · Emp Health & Life	Gas Utility Departm	4.68
Bill	12/18/2024	12/18/2024	Jennifer-Life/AD&D	10.2010 · Emp Health & Life	Library Department	4.68
Bill	12/18/2024	12/18/2024	Travis-Life/AD&D	10.2010 · Emp Health & Life	Street Department	3.60
Bill	12/18/2024	12/18/2024	Travis-Life/AD&D	10.2010 · Emp Health & Life	Wastewater Utility I	3.60
Bill	12/18/2024	12/18/2024	Scott-Life/AD&D	10.2010 · Emp Health & Life	Water Utility Depart	7.20
Bill	12/18/2024	12/18/2024	Kent-Life/AD&D	10.2010 · Emp Health & Life	Gas Utility Departm	7.20
Bill	12/18/2024	12/18/2024	Tashia-Life/AD&D	10.2010 · Emp Health & Life	Water Utility Depart	3.60
Bill	12/18/2024	12/18/2024	Tashia-Life/AD&D	10.2010 · Emp Health & Life	General Fund	3.60
Bill	12/18/2024	12/18/2024	Bowde-Life/AD&D	10.2010 · Emp Health & Life	Sanitation Departm	7.20
Bill	12/18/2024	12/18/2024	Janet-Life/AD&D	10.2010 · Emp Health & Life	Gas Utility Departm	7.20
Bill	12/18/2024	12/18/2024	Jeff-Life/AD&D	10.2010 · Emp Health & Life	Gas Utility Departm	7.20
Bill	12/18/2024	12/18/2024	Steve-Life/AD&D	10.2010 · Emp Health & Life	General Fund	7.20
Total Mutual of Omaha						<u>66.96</u>
Mutual of Omaha-Glf						
Bill	12/18/2024	12/18/2024	Jordy-Life/AD&D	10.2010 · Emp Health & Life	Golf Fund	7.20
Total Mutual of Omaha-Glf						<u>7.20</u>
National Public Gas Agency						
Bill	12/12/2024	12/18/2024	Gas purchased	20.1070 · Gas Purchased	Gas Utility Departm	41,081.65
Total National Public Gas Agency						<u>41,081.65</u>
Nebraska Association of Airport Officials						
Bill	12/17/2024	12/18/2024	2025 Membership NAAO Dues	20.1035 · Dues & Fees	Airport Fund	150.00
Total Nebraska Association of Airport Officials						<u>150.00</u>

**City of Alma
Unpaid Claims by Vendor**

December 5, 2024 thru Decemeber 18, 2024

Type	Date	Due Date	Memo	Account	Class	Amount
Nebraska Golf & Turf						
Bill	10/07/2024	12/18/2024	gasket drain plug	20.1190 · Repairs & Maint. B Golf Fund		6.76
Total Nebraska Golf & Turf						<u>6.76</u>
Nebraska Public Power District, glf						
Bill	12/02/2024	12/18/2024	52297 / Storage Shed/Country Club	20.1040 · Electric Expense	Golf Fund	327.71
Bill	12/02/2024	12/18/2024	52345 / Club House	20.1040 · Electric Expense	Golf Fund	388.05
Total Nebraska Public Power District, glf						<u>715.76</u>
Nebraska Public Power District,gv't						
Bill	12/02/2024	12/18/2024	Municipal Lighting -52274	20.1040 · Electric Expense	Street Department	2,408.53
Bill	12/02/2024	12/18/2024	City Office 614 Main - 52276	20.1040 · Electric Expense	General Fund	82.89
Bill	12/02/2024	12/18/2024	Siren 614 Main -52285	20.1040 · Electric Expense	Fire Department	31.58
Bill	12/02/2024	12/18/2024	Ball Field -52294	20.1040 · Electric Expense	Recreation Departm	31.58
Bill	12/02/2024	12/18/2024	Shelter House -52300	20.1040 · Electric Expense	Park Department	31.58
Bill	12/02/2024	12/18/2024	Sign N RR Track & Main St/Hwy 183 & Vet	20.1040 · Electric Expense	Street Department	148.14
Bill	12/02/2024	12/18/2024	Comm Bldg-Main St -52312	20.1040 · Electric Expense	Community Building	40.05
Bill	12/02/2024	12/18/2024	210 Church Outlet & Light -52314	20.1040 · Electric Expense	Street Department	9.53
Bill	12/02/2024	12/18/2024	Auditorium 807 Main St -52317	20.1040 · Electric Expense	Community Building	55.66
Bill	12/02/2024	12/18/2024	Caring Cupboard -52320	20.1040 · Electric Expense	Community Building	122.81
Bill	12/02/2024	12/18/2024	Gas Storage 411 Main -52323	20.1040 · Electric Expense	Gas Utility Departm	31.58
Bill	12/02/2024	12/18/2024	RV Trailer Park 501 South -52326	20.1040 · Electric Expense	RV Park Fund	30.00
Bill	12/02/2024	12/18/2024	City Shop 501 Main -52329	20.1040 · Electric Expense	Shop Department	106.83
Bill	12/02/2024	12/18/2024	North Siren Hwy 136 -52335	20.1040 · Electric Expense	Fire Department	47.37
Bill	12/02/2024	12/18/2024	Well Control -Division -52338	20.1040 · Electric Expense	Water Utility Depart	31.58
Bill	12/02/2024	12/18/2024	Siren @ 100 2nd St -52340	20.1040 · Electric Expense	Fire Department	47.37
Bill	12/02/2024	12/18/2024	Filtering Station-Division -52343	20.1040 · Electric Expense	Street Department	77.25
Bill	12/02/2024	12/18/2024	Walking Path -52351	20.1040 · Electric Expense	Pheasant Ridge Tra	211.07
Bill	12/02/2024	12/18/2024	Gazebo Lights -52354	20.1040 · Electric Expense	Street Department	48.45
Bill	12/02/2024	12/18/2024	Sanitation -52363	20.1040 · Electric Expense	Sanitation Departm	41.36
Bill	12/02/2024	12/18/2024	Swimming Pool -24578	20.1040 · Electric Expense	Pool Department	53.32
Bill	12/02/2024	12/18/2024	Johnson Center LED Sign -25590	20.1040 · Electric Expense	Community Building	23.22
Total Nebraska Public Power District,gv't						<u>3,711.75</u>

**City of Alma
Unpaid Claims by Vendor**

December 5, 2024 thru Decemeber 18, 2024

Type	Date	Due Date	Memo	Account	Class	Amount
Principal						
Bill	12/18/2024	12/18/2024	Vision Insurance	10.2030 · Employee Eyecare Gas Utility Departm		25.16
Bill	12/18/2024	12/18/2024	Vision Insurance	10.2030 · Employee Eyecare Library Department		6.29
Bill	12/18/2024	12/18/2024	Vision Insurance	10.2030 · Employee Eyecare Street Department		3.14
Bill	12/18/2024	12/18/2024	Vision Insurance	10.2030 · Employee Eyecare Wastewater Utility I		3.14
Bill	12/18/2024	12/18/2024	Vision Insurance	10.2030 · Employee Eyecare Water Utility Depart		9.44
Bill	12/18/2024	12/18/2024	Vision Insurance	10.2030 · Employee Eyecare Sanitation Departm		6.29
Bill	12/18/2024	12/18/2024	Vision Insurance	10.2030 · Employee Eyecare General Fund		3.14
Bill	12/18/2024	12/18/2024	Dental Insurance	10.2020 · Employee Dental Ii Gas Utility Departm		160.76
Bill	12/18/2024	12/18/2024	Dental Insurance	10.2020 · Employee Dental Ii Library Department		40.19
Bill	12/18/2024	12/18/2024	Dental Insurance	10.2020 · Employee Dental Ii Street Department		20.08
Bill	12/18/2024	12/18/2024	Dental Insurance	10.2020 · Employee Dental Ii Wastewater Utility I		20.09
Bill	12/18/2024	12/18/2024	Dental Insurance	10.2020 · Employee Dental Ii Water Utility Depart		60.29
Bill	12/18/2024	12/18/2024	Dental Insurance	10.2020 · Employee Dental Ii Sanitation Departm		40.19
Bill	12/18/2024	12/18/2024	Dental Insurance	10.2020 · Employee Dental Ii General Fund		20.12
Total Principal						418.32
Principal-Golf						
Bill	12/18/2024	12/18/2024	Dental Insurance	10.2020 · Employee Dental Ii Golf Fund		40.19
Bill	12/18/2024	12/18/2024	Vision Insurance	10.2030 · Employee Eyecare Golf Fund		6.29
Total Principal-Golf						46.48
Raven Tech LLC						
Bill	12/09/2024	12/18/2024	excessive false alarm on security system	20.1150 · Miscellaneous Oth Golf Fund		200.00
Total Raven Tech LLC						200.00
Rudy's Tire Alma						
Bill	12/17/2024	12/18/2024	set of tires for travel pickup	20.1200 · Repairs & Maint. E Sanitation Departm		434.78
Total Rudy's Tire Alma						434.78
S & W Auto Parts-gov't						
Bill	12/10/2024	12/18/2024	fuse	20.1200 · Repairs & Maint. E Sanitation Departm		4.74
Bill	12/05/2024	12/18/2024	pliers, cable ties	30.1110 · Small Tools Sanitation Departm		26.70
Total S & W Auto Parts-gov't						31.44
Summit Window Cleaning						
Bill	12/04/2024	12/18/2024	Window cleaning	20.1190 · Repairs & Maint. B Library Department		100.00
Total Summit Window Cleaning						100.00

**City of Alma
Unpaid Claims by Vendor**

December 5, 2024 thru Decemeber 18, 2024

Type	Date	Due Date	Memo	Account	Class	Amount
Twin Valleys P.P.D.						
Bill	12/06/2024	12/18/2024	29397001 W/SW 2-2-18	20.1040 · Electric Expense	Water Utility Depart	138.85
Bill	12/06/2024	12/18/2024	29397003 W/SWSW 2-2-18	20.1040 · Electric Expense	Water Utility Depart	446.62
Bill	12/06/2024	12/18/2024	29397004 SWNW 27-2-18	20.1040 · Electric Expense	Airport Fund	115.39
Bill	12/06/2024	12/18/2024	29397005 SENE 28-2-18 Terminal	20.1040 · Electric Expense	Airport Fund	51.25
						<u>752.11</u>
Total Twin Valleys P.P.D.						
Vadim - USTI						
Bill	12/04/2024	12/18/2024	E-Statement bills - Oct	20.1025 · Computer Services	Gas Utility Departm	76.65
Bill	12/04/2024	12/18/2024	E-Statement bills - Oct	20.1025 · Computer Services	Water Utility Depart	76.65
Bill	12/04/2024	12/18/2024	E-Statement bills - Oct	20.1025 · Computer Services	Wastewater Utility C	76.64
Bill	12/04/2024	12/18/2024	E-Statement bills - Oct	20.1025 · Computer Services	Sanitation Departm	76.65
Bill	12/04/2024	12/18/2024	ePrint Postage - Oct	20.1160 · Postage & Freight	Gas Utility Departm	156.04
Bill	12/04/2024	12/18/2024	ePrint Postage - Oct	20.1160 · Postage & Freight	Water Utility Depart	156.04
Bill	12/04/2024	12/18/2024	ePrint Postage - Oct	20.1160 · Postage & Freight	Wastewater Utility C	156.04
Bill	12/04/2024	12/18/2024	ePrint Postage - Oct	20.1160 · Postage & Freight	Sanitation Departm	156.04
						<u>930.75</u>
Total Vadim - USTI						
Verizon Wireless-City						
Bill	11/28/2024	12/18/2024	Administrator Cell 0759	20.1240 · Telephone Expens	General Fund	42.94
Bill	11/28/2024	12/18/2024	Gas Cell 1022	20.1240 · Telephone Expens	Gas Utility Departm	55.04
Bill	11/28/2024	12/18/2024	On Call Cell 1047	20.1240 · Telephone Expens	Gas Utility Departm	50.89
Bill	11/28/2024	12/18/2024	Water Cell 1278/ 9240	20.1240 · Telephone Expens	Water Utility Depart	42.94
Bill	11/28/2024	12/18/2024	Wastewater Cell 2406	20.1240 · Telephone Expens	Wastewater Utility C	42.94
Bill	11/28/2024	12/18/2024	Sanitation Cell 0610	20.1240 · Telephone Expens	Sanitation Departm	42.94
						<u>277.69</u>
Total Verizon Wireless-City						
Vestis (Aramark Uniform Services)						
Bill	10/23/2024	12/18/2024	laundry bag	30.1120 · Supplies	Shop Department	1.65
Bill	10/23/2024	12/18/2024	Uniforms-Russ	20.1270 · Uniform Expense	Gas Utility Departm	6.62
Bill	10/23/2024	12/18/2024	Uniforms - Kent	20.1270 · Uniform Expense	Gas Utility Departm	6.62
Bill	10/23/2024	12/18/2024	Uniforms - Travis	20.1270 · Uniform Expense	Street Department	5.88
Bill	10/23/2024	12/18/2024	Uniforms - Scott	20.1270 · Uniform Expense	Water Utility Depart	4.48
Bill	10/23/2024	12/18/2024	Uniforms - Jeff	20.1270 · Uniform Expense	Gas Utility Departm	6.62
Bill	10/23/2024	12/18/2024	Service Charge	20.1270 · Uniform Expense	General Fund	7.66
Bill	10/23/2024	12/18/2024	Mops	30.1120 · Supplies	Community Building	12.00

**City of Alma
Unpaid Claims by Vendor**

December 5, 2024 thru Decemeber 18, 2024

Type	Date	Due Date	Memo	Account	Class	Amount
Bill	10/23/2024	12/18/2024	EasyCare Charge	20.1150 · Miscellaneous Oth	General Fund	12.36
Bill	12/11/2024	12/18/2024	laundry bag	30.1120 · Supplies	Shop Department	1.65
Bill	12/11/2024	12/18/2024	Uniforms-Russ	20.1270 · Uniform Expense	Gas Utility Departm	6.62
Bill	12/11/2024	12/18/2024	Uniforms - Kent	20.1270 · Uniform Expense	Gas Utility Departm	6.62
Bill	12/11/2024	12/18/2024	Uniforms - Travis	20.1270 · Uniform Expense	Street Department	8.88
Bill	12/11/2024	12/18/2024	Uniforms - Scott	20.1270 · Uniform Expense	Water Utility Depart	4.48
Bill	12/11/2024	12/18/2024	Uniforms - Jeff	20.1270 · Uniform Expense	Gas Utility Departm	6.62
Bill	12/11/2024	12/18/2024	Service Charge	20.1270 · Uniform Expense	General Fund	7.66
Bill	12/11/2024	12/18/2024	Mops	30.1120 · Supplies	Community Building	45.93
Bill	12/11/2024	12/18/2024	EasyCare Charge	20.1150 · Miscellaneous Oth	General Fund	12.36

Total Vestis (Aramark Uniform Services)

164.71

**City of Alma
Unpaid Claims by Vendor**

December 5, 2024 thru Decemeber 18, 2024

Type	Date	Due Date	Memo	Account	Class	Amount
EFT'S						
Eagle Distributing of Grand Island	12/05/2024	12/05/2024	Beer	30.1041 - Purchases Beer	Golf Fund	98.10
Nebraskaland Distributors	12/04/2024	12/04/2024	Beer	30.1041 - Purchases Beer	Golf Fund	72.61
Nebraskaland Distributors	12/04/2024	12/04/2024	Beverages	30.1042 - Purchases Beverage	Golf Fund	40.75
EPX Pay Merchant Services	11/30/2024	11/30/2024	Credit Card Fees - Nov	20.1029 - Credit Card Transac	General Fund	43.39
EPX Pay Merchant Services	11/30/2024	11/30/2024	Credit Card Fees - Nov	20.1029 - Credit Card Transac	Gas Utility Departm	43.39
EPX Pay Merchant Services	11/30/2024	11/30/2024	Credit Card Fees - Nov	20.1029 - Credit Card Transac	Water Utility Depart	43.39
EPX Pay Merchant Services	11/30/2024	11/30/2024	Credit Card Fees - Nov	20.1029 - Credit Card Transac	Wastewater Dept	43.39
EPX Pay Merchant Services	11/30/2024	11/30/2024	Credit Card Fees - Nov	20.1029 - Credit Card Transac	Sanitation Dept	43.39
Nebraska Department of Revenue	12/18/2024	12/18/2024	November Sales Tax	20.1230 - Sales Tax in Sales	Gas Utility Departm	2,707.40
Nebraska Department of Revenue	12/18/2024	12/18/2024	November Sales Tax	20.1230 - Sales Tax in Sales	Water Utility Depart	329.53
Nebraska Department of Revenue	12/18/2024	12/18/2024	November Sales Tax	20.1230 - Sales Tax in Sales	Wastewater Utility C	489.72
Nebraska Department of Revenue	12/18/2024	12/18/2024	November Sales Tax	20.1230 - Sales Tax in Sales	RV Park	111.54
Nebraska Department of Revenue	12/18/2024	12/18/2024	November Sales Tax-Golf	20.1231 - Sales Tax in Sales	General Fund	471.97
Intuit	11/24/2024	11/24/2024	Quickbooks Subscription 2025	20.1025 - Computer Services	General Fund	393.00
Intuit	11/24/2024	11/24/2024	Quickbooks Subscription 2025	20.1025 - Computer Services	General Fund	393.00
Intuit	11/24/2024	11/24/2024	Quickbooks Subscription 2025	20.1025 - Computer Services	Sanitation Dept	393.00
Intuit	11/24/2024	11/24/2024	Quickbooks Subscription 2025	20.1025 - Computer Services	Wastewater Dept	393.00
Intuit	11/24/2024	11/24/2024	Quickbooks Subscription 2025	20.1025 - Computer Services	Gas Utility Departm	393.00
Intuit	11/24/2024	11/24/2024	Quickbooks Subscription 2025	20.1025 - Computer Services	Water Utility Depart	393.00
						<u>6,896.57</u>

City of Alma
Unpaid Claims by Vendor

December 5, 2024 thru Decemeber 18, 2024

Type	Date	Due Date	Memo	Account	Class	Amount
PAYROLL & BENEFITS	12/05/2024	12/05/2024	Payroll & Benefits		Gas Utility Departm	9,810.71
	12/05/2024	12/05/2024	Payroll & Benefits		General Fund	12,966.80
	12/05/2024	12/05/2024	Payroll & Benefits		Golf Fund	4,281.61
	12/05/2024	12/05/2024	Payroll & Benefits		Library Department	1,250.72
	12/05/2024	12/05/2024	Payroll & Benefits		Sanitation Dept	2,253.39
	12/05/2024	12/05/2024	Payroll & Benefits		Street Department	3,011.76
	12/05/2024	12/05/2024	Payroll & Benefits		Water Utility Depart	2,427.91
						<u>36,002.90</u>
Total Expenditures					12/18/2024	<u><u>116,312.86</u></u>

 Mayor Hal Haeker

 Councilwoman Dyann Collins

 Councilman Tom Moulton

 Councilman Chris Tripe

 Councilman Larry Casper

CITY OF ALMA
 Monthly Treasurer's Report
 November 30, 2024

Fund Description	(B)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)
	Checking Beginning Balance 11/1/2024	Cert of Deposit Beginning Balance 11/1/2024	Due From (Due To) Balance 11/1/2024	Total Beginning Balance (B+D+E) 11/1/2024	Total Deposits November-24	Transfers In (Transfers Out) November-24	Total Disbursements November-24	Total Ending Balance (F+G+H-I) 11/31/2024	Checking Ending Balance 11/31/2024	Money Market Ending Balance 11/31/2024	Cert of Deposit Ending Balance 11/31/2024	Due From (Due To) Balance 11/31/2024
General	\$ 240,824.06	\$ 502,618.33	\$ 449,146.90	\$ 1,192,589.29	\$ 35,517.30	\$ (843.35)	\$ 42,276.31	\$ 1,184,986.93	\$ 226,821.92	\$ -	\$ 509,018.11	\$ -
Fire Building	\$ 1,621.78	\$ -	\$ -	\$ 1,621.78	\$ -	\$ -	\$ 163.22	\$ 1,458.56	\$ 1,458.56	\$ -	\$ -	\$ -
Electrical Fund	\$ 17,327.56	\$ -	\$ -	\$ 17,327.56	\$ 12,123.09	\$ -	\$ -	\$ 29,450.65	\$ 29,450.65	\$ -	\$ -	\$ -
Police	\$ 17,340.00	\$ -	\$ -	\$ 17,340.00	\$ -	\$ -	\$ 3,468.00	\$ 13,872.00	\$ 13,872.00	\$ -	\$ -	\$ -
Community Buildings	\$ 347,572.77	\$ -	\$ -	\$ 347,572.77	\$ 150.00	\$ -	\$ 1,417.80	\$ 346,304.97	\$ 346,304.97	\$ -	\$ -	\$ -
Community Redevelopment Adv.	\$ 8,821.37	\$ -	\$ -	\$ 8,821.37	\$ 4.70	\$ -	\$ -	\$ 8,826.07	\$ 8,826.07	\$ -	\$ -	\$ -
Park	\$ 3,746.46	\$ -	\$ -	\$ 3,746.46	\$ -	\$ -	\$ 1,049.30	\$ 2,697.16	\$ 2,697.16	\$ -	\$ -	\$ -
Pool	\$ 83,615.31	\$ -	\$ -	\$ 83,615.31	\$ 10,896.34	\$ -	\$ 232.57	\$ 94,279.08	\$ 94,279.08	\$ -	\$ -	\$ -
Recreation	\$ 1,842.52	\$ -	\$ -	\$ 1,842.52	\$ -	\$ -	\$ 1,853.83	\$ (11.31)	\$ (11.31)	\$ -	\$ -	\$ -
Shop	\$ 4,717.70	\$ -	\$ -	\$ 4,717.70	\$ -	\$ -	\$ 646.48	\$ 4,071.22	\$ 4,071.22	\$ -	\$ -	\$ -
Street	\$ 181,208.72	\$ 270,000.00	\$ 270,000.00	\$ 721,208.72	\$ 32,111.75	\$ -	\$ 72,587.79	\$ 680,732.68	\$ 140,732.68	\$ 270,000.00	\$ 270,000.00	\$ -
Library	\$ 22,997.96	\$ -	\$ -	\$ 22,997.96	\$ -	\$ -	\$ 4,818.97	\$ 18,178.99	\$ 18,178.99	\$ -	\$ -	\$ -
Hospital Bond Sinking Fund	\$ 1,668.67	\$ 262,294.79	\$ 229,468.94	\$ 493,432.40	\$ 4.85	\$ 1,666.67	\$ -	\$ 495,103.92	\$ 3,340.19	\$ 262,294.79	\$ 229,468.94	\$ -
Trail Project	\$ 4,780.94	\$ -	\$ -	\$ 4,780.94	\$ -	\$ -	\$ 519.06	\$ 4,261.88	\$ 4,261.88	\$ -	\$ -	\$ -
Housing Rehab	\$ 22,518.12	\$ -	\$ -	\$ 22,518.12	\$ 469.78	\$ -	\$ -	\$ 22,987.90	\$ 22,987.90	\$ -	\$ -	\$ -
Airport	\$ 42,600.29	\$ 5,000.00	\$ 5,000.00	\$ 52,600.29	\$ 1,677.25	\$ -	\$ 808.61	\$ 53,468.93	\$ 43,468.93	\$ 5,000.00	\$ 5,000.00	\$ -
Gas	\$ 243,480.22	\$ 410,000.00	\$ 410,000.00	\$ 1,063,480.22	\$ 32,023.20	\$ -	\$ 23,501.68	\$ 1,072,001.74	\$ 252,001.74	\$ 410,000.00	\$ 410,000.00	\$ -
Water	\$ 281,304.45	\$ 90,000.00	\$ 90,000.00	\$ 461,304.45	\$ 41,307.64	\$ -	\$ 60,894.81	\$ 441,717.28	\$ 261,717.28	\$ 90,000.00	\$ 90,000.00	\$ -
Wastewater	\$ 78,528.59	\$ 7,000.00	\$ 7,000.00	\$ 92,528.59	\$ 9,808.55	\$ -	\$ 4,274.48	\$ 98,062.66	\$ 84,062.66	\$ 7,000.00	\$ 7,000.00	\$ -
Sanitation	\$ 102,496.38	\$ -	\$ -	\$ 102,496.38	\$ 17,310.39	\$ -	\$ 12,939.25	\$ 106,867.52	\$ 106,867.52	\$ -	\$ -	\$ -
Golf	\$ 22,156.60	\$ -	\$ -	\$ 22,156.60	\$ 7,438.57	\$ (823.32)	\$ 16,506.42	\$ 12,265.43	\$ 12,265.43	\$ -	\$ -	\$ -
RV Park	\$ 233,549.30	\$ -	\$ -	\$ 233,549.30	\$ 2,380.00	\$ -	\$ 1,473.88	\$ 234,455.42	\$ 234,455.42	\$ -	\$ -	\$ -
Totals	\$ 1,984,719.77	\$ 1,546,913.12	\$ 1,460,615.84	\$ 4,972,248.73	\$ 203,223.41	\$ -	\$ 249,432.46	\$ 4,926,039.68	\$ 1,912,110.94	\$ -	\$ 1,553,297.44	\$ 601,468.94

General Fund & Golf Fund \$ 1,876,956.78

Bank Account Description	Bank Account Number	(1) Balance 10/31/2024	(2) Deposits	(3) Disbursements	(1+2-3) Reconciled Balance 11/31/2024
General Checking	55600410	\$ 1,916,984.59	\$ 204,386.32	\$ (843.35)	\$ 2,116,527.56
Golf Club Bar Checking	153957	\$ 16,372.81	\$ 11,513.30	\$ (823.32)	\$ 27,062.79
Housing Rehab Savings	58572920	\$ 22,518.12	\$ 469.78	\$ -	\$ 22,987.90
Hospital Sinking Fund Savings	37665320	\$ 1,668.67	\$ 4.85	\$ 1,666.67	\$ 3,340.19
CRA Checking	59772010	\$ 8,821.37	\$ 4.70	\$ -	\$ 8,826.07
Credit Card Account	58513010	\$ 14,846.75	\$ 14,653.08	\$ -	\$ 14,771.78
Community Bank CD 417024	417024	5 Month 5.00%	1/7/2025 \$ 81,685.14	\$ 1,029.46	\$ 82,714.60
Banner Capital Bank CD 40499	40499	12 Month 4.45%	10/11/2025 \$ 52,832.45	\$ -	\$ 52,832.45
Banner Capital Bank CD 47033	47033	12 Month 4.45%	10/11/2025 \$ 52,832.45	\$ -	\$ 52,832.45
Banner Capital Bank CD 45750	45750	18 Month 4.65%	1/9/2026 \$ 114,018.41	\$ -	\$ 114,018.41
Banner Capital Bank CD 48218	48218	18 Month 4.65%	1/9/2026 \$ 114,018.41	\$ -	\$ 114,018.41
Banner Capital Bank CD 47002	47002	18 Month 4.65%	1/13/2026 \$ 113,232.50	\$ -	\$ 113,232.50
Banner Capital Bank CD 7595	7595	24 Month 4.50%	4/7/2026 \$ 40,000.00	\$ -	\$ 40,000.00
First State Bank CD - Hospital	310412	5 Month 4.33%	3/1/2025 \$ 262,279.24	\$ -	\$ 262,279.24
First State Bank CD 410328	410328	13 Month 5.50%	3/5/2025 \$ 109,934.78	\$ 1,519.87	\$ 111,454.65
First State Bank CD 410329	410329	13 Month 5.50%	3/5/2025 \$ 109,934.78	\$ 1,519.87	\$ 111,454.65
First State Bank CD 410330	410330	13 Month 5.50%	3/5/2025 \$ 114,847.78	\$ 1,587.78	\$ 116,435.56
First State Bank CD 410331	410331	13 Month 5.50%	3/5/2025 \$ 53,727.62	\$ 742.80	\$ 54,470.42
First State Bank CD 410310	410310	11 Month 5.50%	9/14/2025 \$ 107,575.47	\$ -	\$ 107,575.47
First State Bank CD 40026	40026	12 Month 5.50%	10/27/2025 \$ 219,978.54	\$ -	\$ 219,978.54
Totals		\$ 3,308,131.34	\$ 237,431.81	\$ -	\$ 3,264,848.75

CD's = \$ 1,553,297.44

City of Alma
Year to Date Treasurer Report
November 30, 2024

Fund Description	(B)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)
	Checking Beginning Balance 10/1/2024	Cert of Deposit Beginning Balance 10/1/2024	Due From (Due To) Balance 10/1/2024	(B+D+E) Total Beginning Balance 10/1/2024	Total Deposits YTD 10/31/2024	Transfers In Transfers (Out) YTD 10/31/2024	Total Disbursements YTD 10/31/2024	(F+G+H-I) Total Ending Balance 10/31/2024	(B+G+H-I) Checking Ending Balance 10/31/2024	(C+G+H-I) Money Market Ending Balance 10/31/2024	Cert of Deposit Ending Balance 10/31/2024	Due From (Due To) Balance 10/31/2024
General	\$ 331,713.13	\$ 494,252.41	\$ -	\$ 825,965.54	\$ 86,808.34	\$ (66,884.62)	\$ 110,049.23	\$ 735,840.03	\$ 226,821.92	\$ -	\$ 509,018.11	\$ -
Fire Building	\$ -	\$ -	\$ -	\$ -	\$ 1,785.00	\$ -	\$ 326.44	\$ 1,458.56	\$ 1,458.56	\$ -	\$ -	\$ -
Electrical Fund	\$ -	\$ -	\$ -	\$ -	\$ 29,450.65	\$ -	\$ -	\$ 29,450.65	\$ 29,450.65	\$ -	\$ -	\$ -
Police	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,808.00	\$ 6,936.00	\$ 13,872.00	\$ 13,872.00	\$ -	\$ -	\$ -
Community Buildings	\$ 349,042.67	\$ -	\$ -	\$ 349,042.67	\$ 337.50	\$ -	\$ 3,075.20	\$ 346,304.97	\$ 346,304.97	\$ -	\$ -	\$ -
CRA	\$ 8,816.52	\$ -	\$ -	\$ 8,816.52	\$ 9.55	\$ -	\$ -	\$ 8,826.07	\$ 8,826.07	\$ -	\$ -	\$ -
Park	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00	\$ 2,302.84	\$ 2,697.16	\$ 2,697.16	\$ -	\$ -	\$ -
Pool	\$ 72,412.81	\$ -	\$ -	\$ 72,412.81	\$ 23,712.68	\$ -	\$ 1,846.41	\$ 94,279.08	\$ 94,279.08	\$ -	\$ -	\$ -
Recreation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00	\$ 5,011.31	\$ (11.31)	\$ (11.31)	\$ -	\$ -	\$ -
Shop	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00	\$ 928.78	\$ 4,071.22	\$ 4,071.22	\$ -	\$ -	\$ -
Street	\$ 197,920.44	\$ 270,000.00	\$ -	\$ 467,920.44	\$ 60,036.66	\$ -	\$ 117,224.42	\$ 410,732.68	\$ 140,732.68	\$ 270,000.00	\$ 270,000.00	\$ -
Library	\$ 4,204.88	\$ -	\$ -	\$ 4,204.88	\$ 175.00	\$ 25,000.00	\$ 11,200.89	\$ 18,178.99	\$ 18,178.99	\$ -	\$ -	\$ -
Hospital Bond Sinking Fund	\$ 10,053.72	\$ 252,225.52	\$ -	\$ 262,279.24	\$ 6.85	\$ 3,333.34	\$ -	\$ 265,619.43	\$ 3,324.64	\$ 262,294.79	\$ 229,468.94	\$ -
Trall Project	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00	\$ 738.12	\$ 4,261.88	\$ 4,261.88	\$ -	\$ -	\$ -
Housing Rehab	\$ 22,047.81	\$ -	\$ -	\$ 22,047.81	\$ 940.09	\$ -	\$ -	\$ 22,987.90	\$ 22,987.90	\$ -	\$ -	\$ -
Airport	\$ 41,748.13	\$ 5,000.00	\$ -	\$ 46,748.13	\$ 3,817.62	\$ -	\$ 2,096.82	\$ 48,468.93	\$ 43,468.93	\$ 5,000.00	\$ 5,000.00	\$ -
Gas	\$ 319,411.06	\$ 410,000.00	\$ -	\$ 729,411.06	\$ 50,900.32	\$ -	\$ 118,309.64	\$ 662,001.74	\$ 252,001.74	\$ 410,000.00	\$ -	\$ -
Water	\$ 263,820.64	\$ 90,000.00	\$ -	\$ 343,820.64	\$ 86,748.91	\$ -	\$ 78,852.27	\$ 351,717.28	\$ 261,717.28	\$ 90,000.00	\$ 90,000.00	\$ -
Wastewater	\$ 71,806.74	\$ 7,000.00	\$ -	\$ 78,806.74	\$ 20,631.81	\$ -	\$ 8,375.89	\$ 91,062.66	\$ 84,062.66	\$ 7,000.00	\$ 7,000.00	\$ -
Sanitation	\$ 145,166.50	\$ -	\$ -	\$ 145,166.50	\$ 34,762.62	\$ -	\$ 73,061.60	\$ 106,867.52	\$ 106,867.52	\$ -	\$ -	\$ -
Golf	\$ 33,205.86	\$ -	\$ -	\$ 33,205.86	\$ 22,201.06	\$ (2,256.72)	\$ 40,884.77	\$ 12,265.43	\$ 12,265.43	\$ -	\$ -	\$ -
RV Park	\$ 231,057.38	\$ -	\$ -	\$ 231,057.38	\$ 6,778.00	\$ -	\$ 3,379.96	\$ 234,455.42	\$ 234,455.42	\$ -	\$ -	\$ -
Totals	\$ 2,092,428.29	\$ 1,528,477.93	\$ -	\$ 3,620,906.22	\$ 429,102.66	\$ (0.00)	\$ 584,600.59	\$ 3,465,408.29	\$ 1,912,095.39	\$ -	#####	\$ 601,468.94

VIAERO FIBER NETWORKS, LLC

17372 US Highway 34
Fort Morgan, CO 80701
Main 877.484.2376
Fax 970.867.3589

November 22, 2024

City of Alma
Waste Water/Street Superintendent
PO Box 468, Alma, NE 68920
(308) 920-2406
cityclk@almacity.com

Re: Request for Permits

To whom it may concern:

Viaero Fiber Networks would like to request a permit for placement of buried fiber optic communications to be routed within the City of Alma right-of-way at the following locations:

- From Hwy 183, along the north side of 7th ave and crossing over to the south side.

Prior to construction, Viaero Fiber Networks would like to set up a preconstruction meeting with the City of Alma utilities department along with any other utilities that are located within the right-of-way, to coordinate this project with minimal impact to everyone involved.

Enclosed you will find applications and set of drawings for your review. Along with check 1869 in the amount of \$50 for the application fee. Please let me know if you require any additional information at this time in order to complete this permit application.

Thank you in advance for your assistance in processing this request.

Regards,



Erin Dugan
Permitting Manager | Viaero Fiber Networks, LLC
Mobile: 970.768.3318
17372 HWY 34
Fort Morgan, CO 80701
erin.dugan@viaerofiber.com



CITY OF ALMA

APPLICATION FOR SPECIAL USE PERMIT

Special Use Permit No. _____

Address or location 40.103711485672804, -99.37034921548548 / 7th St (709 Rd) between Hwy 183 & Sunset Dr.

Receipt No. _____ Fee \$50.00 Date 10/28/2024

Under the provisions of Section 6 of the City of Alma Zoning Regulations the undersigned hereby applies for a,Special Use Permit to:
Construct conduit underground. We will be coming from the north along hwy 183. and entering the City of Alma ROW at the corner of hwy 183 & 7th St. We will then go along the north side of 7th st. for +/- 230' then cross the st to the south side where we will be exiting the ROW.

On the property described as:

Lot ROW Block _____ Addition _____

Proposed development of the property is shown on plans attached hereto. Type and proposed use is as follows:
Installation of 320" of conduit and fiber optics.

NAME Viaero Fiber Networks, LLC ADDRESS 17372 US 34; Fort Morgan, CO 80701

Telephone 970-768-5057 SIGNED Ronald Christensen
Applicant

DATE OF PLANNING COMMISSION HEARING: _____

Approved _____ Denied _____

DATE OF CITY COUNCIL HEARING: _____

Approved _____ Denied _____

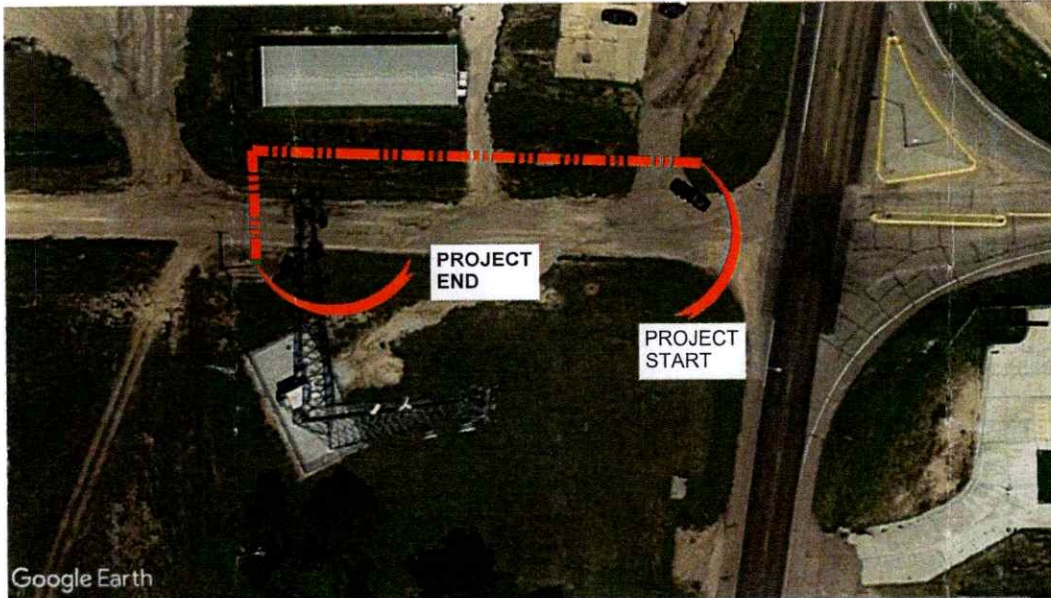
Zoning Administrator

VIAERO FIBER NETWORKS CONSTRUCTION PLANS CITY OF ALMA



CONSTRUCTION NOTES:

1. ALL UNDERGROUND UTILITIES SHOWN ARE FOR INFORMATION ONLY AND HAVE NOT BEEN FIELD VERIFIED. CONTRACTOR MUST OBTAIN LOCATES PRIOR TO DISTURBING THE GROUND.
2. CONTRACTOR MUST HAVE A COPY OF THE APPROVED PERMIT FROM THE APPROPRIATE AGENCIES ON THE JOBSITE AT ALL TIMES.
3. ALL CABLE WILL BE PLACED AT STANDARD MINIMUM DEPTH UNLESS INDICATED OTHERWISE.
4. ANY DISTURBED LANDSCAPING WILL BE REPLACED TO EQUAL OR BETTER THAN THAT WHICH EXISTED PRIOR TO WORK.
5. ALL WORK WILL BE PROPERLY BACKFILLED PRIOR TO END OF WORKDAY. NO OPEN HOLES ARE ALLOWED OVERNIGHT.
6. ALL WORK IS TO BE IN ACCORDANCE WITH ALL AUTHORITIES HAVING JURISDICTION IN THE WORK ZONE.
7. CONTRACTORS ARE ADVISED TO CONTACT VIAERO FIBER NETWORKS, LLC FOR ANY ADDITIONAL INFORMATION OR CLARIFICATION CONCERNING SCOPE OF WORK OR THE REQUIREMENTS NECESSARY FOR PROJECT COMPLETION.
8. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS, QUANTITIES AND EXISTING CONDITIONS PRIOR TO CONSTRUCTION.
9. BEFORE CONSTRUCTION BEGINS, CONTRACTOR SHALL POTHOLE ANY ENCOUNTERED OBSTRUCTIONS PRIOR TO PROCEEDING WITH WORK.
10. NO CONSTRUCTION ON PRIVATE PROPERTY WILL COMMENCE UNTIL RIGHT OF ENTRY OR EASEMENT IS GRANTED.



Vicinity Map

Not to Scale

CITY OF ALMA PERMIT

CONTACT INFORMATION:

VIAERO FIBER NETWORKS, LLC
 President: RON CHRISTENSEN
 Phone #: 970-467-3142
 Email: ron.christensen@viaero.com
 CITY OF ALMA NEBRASKA
 614 Main St,
 Alma, NE 68920
 PH: (308) 928-2242
 City Hall Hours:
 Mon-Wed-Fri
 9am-4pm
 Tues & Thurs
 9am-3pm

GENERAL NOTES:

1. RUNNING LINE PLAN COLOR INDICATES:
 VICINITY MAP: FOR ROUTE ONLY
 PLAN SHEETS: RED-DIRECTIONAL BORE
 PLAN SHEETS: GREEN-PLOW / TRENCH

SCOPE OF WORK:

THIS PROPOSED PROJECT IS FROM OXFORD NE TO ALMA NE, CITY OF ALMA.

MATERIAL LIST			
UNIT	UNIT DESCRIPTION	UNIT	ACTUAL
	VIAERO 3-1.25" SDR-11		
	VIAERO FIBER	341	
	VIAERO 30"X48"X36"/20k HH		
	VIAERO 30"X48"X30"/20k HH		

LABOR LIST			
UNIT	UNIT DESCRIPTION	UNIT	ACTUAL
	DIRECTIONAL BORE 3-1.25" SDR-11		
	TRENCH 3-1.25" SDR-11		
	PLACE VIAERO FIBER	341	
	PLACE 30"X48"X36"/20k HH (SPLICE)		
	PLACE 30"X48"X30"/20k HH (ASSIST)		

WORK PLAN INDEX

SHEET	DRAWING NAME
KEY MAP	COVER SHEET
1	PROJECT SHEET
2 - 3	PROJECT DETAILS
3 - 5	NOTES

LEGEND

- STREET SIGN
- FIRE HYDRANT
- WATER METER
- UTILITY VALVE
- UTILITY POLE
- UTILITY MANHOLE
- ELECTRICAL HH - TRAFFIC HH
- TELEPHONE PED - CROSS BOX
- PROPOSED VIAERO MANHOLE
- TREE
- STORM INLET
- PROPOSED BORE PIT
- PROPOSED VIAERO HANDHOLE
- CULVERT
- EXISTING CELL TOWER
- MP
- MBL MARKER
- RM
- ROUTE MARKER
- FIBER OPTIC MARKER

LINE TYPES

- CONDUIT-INCH IN CONTRACT
- PLOW / TRENCH
- DIRECTIONAL BORE
- CENTER LINE
- RIGHT-OF-WAY
- EDGE OF ROAD
- EDGE OF PAVEMENT
- GAS-EXISTING
- UNDERGROUND ELECTRIC-EXISTING
- TELEPHONE-EXISTING
- STORM SEWER-EXISTING
- SANITARY SEWER-EXISTING
- STEAM SEWER-EXISTING
- WATER-EXISTING



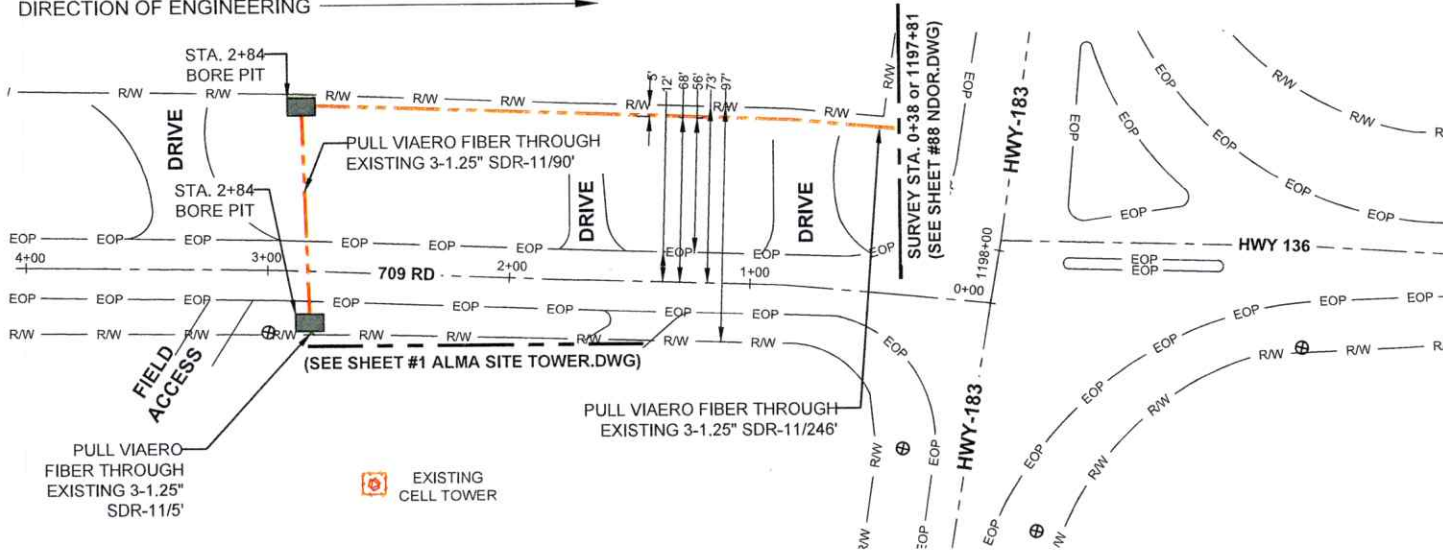
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DATE REVISED:
DRAWN BY: BONFIRE
COMPANY: BONFIRE
SITE ADDRESS: OXFORD NE TO ALMA NE - CITY OF ALMA
FILE NAME: OXFORD NE TO ALMA NE - CITY OF ALMA.dwg
DESCRIPTION: FINAL DESIGN
MAP: KEY MAP



PROJECT APPROVAL SIGN-OFFS:

CITY OF ALMA _____ DATE _____
 VIAERO FIBER NETWORKS, LLC _____ DATE _____

DIRECTION OF ENGINEERING →



LEGEND

- STREET SIGN
 - FIRE HYDRANT
 - WATER METER
 - UTILITY VALVE
 - UTILITY POLE
 - UTILITY MANHOLE
 - ELECTRICAL HH - TRAFFIC HH
 - TELEPHONE PED - CROSS BOX
 - PROPOSED VIAERO MANHOLE
 - TREE
 - STORM INLET
 - PROPOSED BORE PIT
 - PROPOSED VIAERO HANDHOLE
 - CULVERT
 - EXISTING CELL TOWER
 - MP
 - MILE MARKER
 - RM
 - ROUTE MARKER
 - FIBER OPTIC MARKER
- LINE TYPES**
- CONDUIT-NON IN CONTRACT
 - FLOW / TRENCH
 - DIRECTIONAL BORE
 - CENTER LINE
 - RIGHT-OF-WAY
 - EDGE OF ROAD
 - EDGE OF PAVEMENT
 - EXISTING
 - UNDERGROUND ELECTRIC-EXISTING
 - TELEPHONE-EXISTING
 - STORM SEWER-EXISTING
 - SANITARY SEWER-EXISTING
 - STEAM SEWER-EXISTING
 - WATER-EXISTING

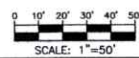
NOTE:
PLACE CAUTION WARNING RIBBON 1 FOOT ABOVE THE CABLE.



DATE CREATED: 2/10/21
 DATE REVISED:
 DRAWN BY: BONFIRE
 COMPANY: BONFIRE
 SITE ADDRESS: OXFORD NE TO ALMA NE - CITY OF ALMA
 FILE NAME: OXFORD NE TO ALMA NE - CITY OF ALMA.dwg
 DESCRIPTION: FINAL DESIGN
 MAP: 1 OF 3

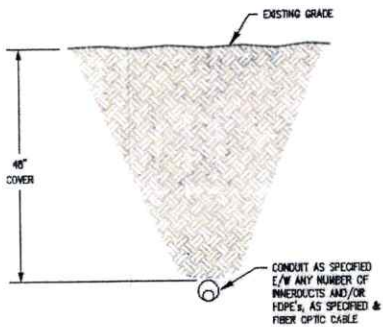
MATERIAL LIST			
UNIT	UNIT DESCRIPTION	UNIT	ACTUAL
	VIAERO 3-1.25" SDR-11		
	VIAERO FIBER	341	
	VIAERO 30"x48"x36"/20k HH		

LABOR LIST			
UNIT	UNIT DESCRIPTION	UNIT	ACTUAL
	DIRECTIONAL BORE 3-1.25" SDR-11		
	TRENCH 3-1.25" SDR-11		
	PLACE VIAERO FIBER	341	
	PLACE 30"x48"x36"/20k HH(SPLICE)		

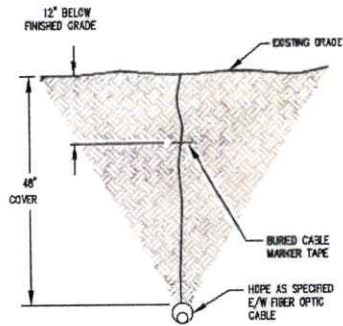


PROJECT DETAILS

TYPICAL DETAIL "A"
PLACE CROSS SECTION FOR CONDUIT



TYPICAL DETAIL "B"
PLACE HOPE



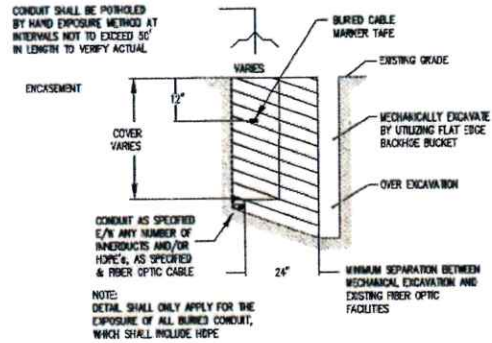
TYPICAL DETAIL "C"
CROSS SECTION OF EXISTING HOPE



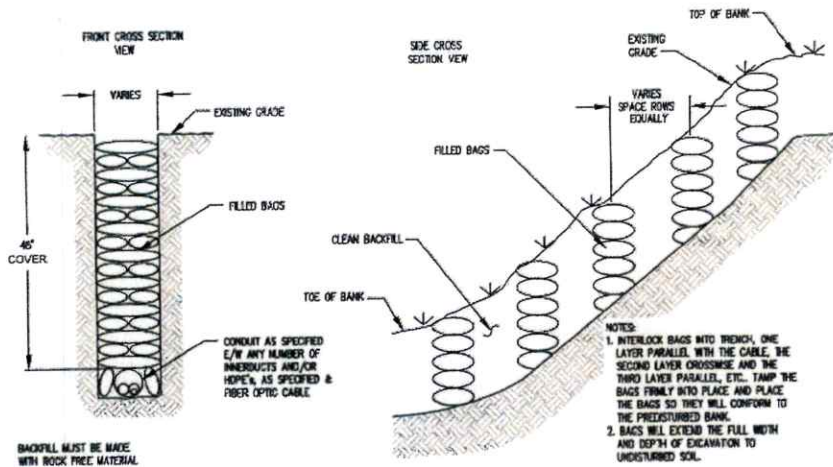
NOTES:
ALL HOPE USED FOR VIAERO CABLE
WILL BE TERRA-COTTA ORANGE IN
COLOR AND MANUFACTURED IN
ACCORDANCE WITH ASTM D-3035.

TYPICAL DETAIL "D"

EXPOSE CONDUIT BY POTHOLE/SIDE EXPOSURE METHOD

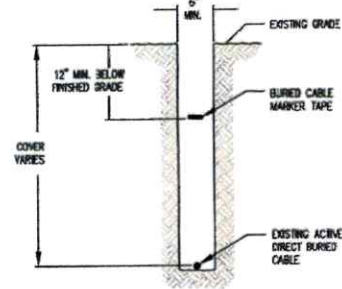


TYPICAL DETAIL "E"
TRENCH EROSION CONTROL



TYPICAL DETAIL "F"

EXPOSE DIRECT BURIED CABLE BY HAND EXPOSURE METHOD



LEGEND

- STREET SIGN
- FIRE HYDRANT
- WATER METER
- UTILITY VALVE
- UTILITY POLE
- ELECTRICAL MH - CROSS BOX
- TELEPHONE MH - TRAFFIC MH
- PROPOSED VIAERO MANHOLE
- PROPOSED VIAERO MANHOLE
- TREE
- STORM INLET
- PROPOSED BORE PIT
- PROPOSED VIAERO MANHOLE
- CULVERT
- EXISTING CELL TOWER
- MP
- MILE MARKER
- RM
- ROUTE MARKER
- FIBER OPTIC MARKER

LINE TYPES

- CONDUIT-NON IN CONTRACT
- FLUSH TRENCH
- DIRECTIONAL BORE
- CENTER LINE
- RIGHT-OF-WAY
- EDGE OF ROAD
- EDGE OF PAVEMENT
- GAS-EXISTING
- UNDERGROUND ELECTRIC-EXISTING
- TELEPHONE-EXISTING
- STORM SEWER-EXISTING
- SANITARY SEWER-EXISTING
- STEAM SEWER-EXISTING
- WATER-EXISTING



DATE CREATED: 2/10/21
DATE REVISED:
DRAWN BY: BONFIRE
COMPANY: BONFIRE
SITE ADDRESS: OXFORD NE TO ALMA NE - CITY OF ALMA
FILE NAME:
DETAIL SHEET
DESCRIPTION: FINAL DESIGN
MAP: 2 OF 3

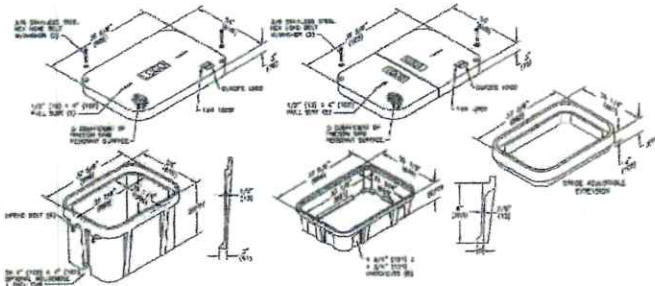




Dimensions / Data

24" x 36" PG Style Polymer Concrete (Stackable) Assembly

Hex Head Bolts are Standard



Covers

DESCRIPTION	TIER	DESIGN / TEST LOAD #	WEIGHT #	PALLET QTY	PART NO.
1) W / 2 Bolts	8	8,000 / 12,000	108	10	PG2436A08**
2) piece w/ 2 Bolts	8	8,000 / 12,000	122	10	PG2436S08**
3) W / 2 Bolts	15	15,000 / 22,500	115	10	PG2436A15**
4) piece w/ 2 Bolts	15	15,000 / 22,500	123	10	PG2436S15**
5) W / 2 Bolts	22	22,500 / 33,750	122	10	PG2436A22**
6) No Bolts	8	8,000 / 12,000	100	10	PG2436A08**

To order gasketed covers, replace the letter "A" with the letter "G".
 Replace ** with a logo code found on page 68. See page 63 for meter and touchradix read cover options.
 NOTE: Gasketed covers and bolt grommets must be used with a gasketed box. Gaskets reduce the inflow of fluids but do not make the enclosure water tight.



- ADA SIDEWALK REQUIREMENTS:
- SURFACES OF SIDEWALKS AND ALL PARTS OF THE PEDESTRIAN NETWORK MUST BE STABLE, FIRM AND SLIP-RESISTANT. CARE MUST BE TAKEN TO PROVIDE AN EVEN AND LEVEL SURFACE. HIGHLY TEXTURED SURFACES SUCH AS COBBLESTONES MAY CAUSE DISCOMFORT FOR A DISABLED PERSON WITH A SPINAL INJURY.
 - CHANGES IN LEVELS UP TO 1/4" MAY BE VERTICAL AND WITHOUT EDGE TREATMENT. CHANGES IN LEVELS BETWEEN 1/4" AND 3/8" WILL BE BEVELED WITH A SLOPE NO GREATER THAN 1V-2H (2:1). LEVEL DIFFERENCES GREATER THAN 3/8" NEED TO BE REMOVED OR RAMPED.



Dimensions / Data 24" x 36" PG Style Polymer Concrete (Stackable) Assembly (Continued)

Hex Head Bolts are Standard

Boxes (Box depths 24" thru 42" must be used as bottom of any stack)

DESCRIPTION	DEPTH	TIER	DESIGN / TEST LOAD #	WEIGHT #	PALLET QTY	PART NO.
Standard Open Bottom	18"		22,500 / 33,750	141	4	PG2436B18
	24"		22,500 / 33,750	180	3	PG2436B24
	30"	22	22,500 / 33,750	196	2	PG2436B30
	36"		22,500 / 33,750	254	2	PG2436B36
	42"		22,500 / 33,750	293	1	PG2436B42
Solid Bottom	18 1/2"		22,500 / 33,750	171	4	PG2436B18
	24 1/2"		22,500 / 33,750	228	3	PG2436B24
	30 1/2"	22	22,500 / 33,750	238	2	PG2436B30
	36 1/2"		22,500 / 33,750	282	2	PG2436B36
	42 1/2"		22,500 / 33,750	321	1	PG2436B42

To order boxes with 2 standard mouseholes, replace the letter "A" with the letter "B".
 To order gasketed boxes, replace the letter "A" with the letter "G".
 NOTE: 24" thru 42" boxes must be used as bottom on any stack.
 NOTE: Gasketed covers and bolt grommets must be used with a gasketed box. Gaskets reduce the inflow of fluids but do not make the enclosure water tight.

Bottom Extensions (for use under 12" and 18" boxes only, one per box)

DESCRIPTION	DEPTH	TIER	DESIGN / TEST LOAD #	WEIGHT #	PALLET QTY	PART NO.
Type 1 bottom	8 3/4"	22	22,500 / 33,750	81	6	PG2436E08
Solid bottom	9 1/4"	22	22,500 / 33,750	95	6	PG2436E09

Grade Adjustable Extension

DESCRIPTION	DEPTH	TIER	DESIGN / TEST LOAD #	WEIGHT #	PALLET QTY	PART NO.
4" top extension, 1/2" thread	7 1/8"	22	22,500 / 33,750	89	6	PG2436E04
4" top extension, 3/8" thread	7 1/8"	22	22,500 / 33,750	80	6	PG2436E03



LEGEND

- STREET SIGN
- FIRE HYDRANT
- WATER METER
- UTILITY VALVE
- UTILITY POLE
- UTILITY MANHOLE
- ELECTRICAL MH - TRAFFIC MH
- TELEPHONE PED - CROSS BOX
- PROPOSED VIAERO MANHOLE
- TREE
- STORM INLET
- PROPOSED BORE PIT
- PROPOSED VIAERO IN-HOLE
- CULVERT
- EXISTING CELL TOWER
- MP
- 0.0
- 0.0
- ROUTE MARKER
- FIBER OPTIC MARKER

LINE TYPES

- CONDUIT-NON IN CONTRACT
- FLOW / TRENCH
- DIRECTIONAL BORE
- CENTER LINE
- RIGHT-OF-WAY
- EDGE OF ROAD
- EDGE OF PAVEMENT
- EXISTING
- UNDERGROUND ELECTRIC-EXISTING
- TELEPHONE-EXISTING
- STORM SEWER-EXISTING
- SANITARY SEWER-EXISTING
- STEAM SEWER-EXISTING
- WATER-EXISTING



DATE CREATED:	2/10/21
DATE REVISED:	
DRAWN BY:	BONFIRE
COMPANY:	BONFIRE
SITE ADDRESS:	OXFORD NE TO ALMA NE - CITY OF ALMA
FILE NAME:	DETAIL SHEET
DESCRIPTION:	FINAL DESIGN
MAP:	3 OF 3



RESOLUTION NO. 5-2025

WHEREAS; the City of Alma has applied for a grant from the State of Nebraska Department of Economic Development (NDED) for improvements to the City Auditorium; and

WHEREAS; the NDED has informed the City of Alma that its grant application has been approved for the project cost up to a maximum of \$990,000.00; and

WHEREAS; the State of Nebraska Department of Economic Development Rural Community Recovery Program Award Contract No. 23-RCRP-032 must be approved by the Alma City Council before these funds may be disbursed to the City of Alma.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ALMA, NEBRASKA AS FOLLOWS:

- I. That the contract prepared by and forwarded to the City of Alma by the NDED encaptioned "State of Nebraska Department of Economic Development Rural Community Recovery Program Contract # 23-RCRP-0329" is hereby accepted and approved.
2. That the Mayor of the City of Alma, Hal Haeker, is hereby authorized to sign the above referenced contract to obtain NDED funding for improvements to the City Auditorium.

PASSED AND APPROVED this 18 day of December, 2024.

SEAL

By: CITY OF ALMA, NEBRASKA

Larry Casper, Council
President

ATTEST:

Janet Dietz, City Clerk

**STATE OF NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT
RURAL COMMUNITY RECOVERY PROGRAM
CONTRACT # 23-RCRP-032**

COVER SHEET.

Table 1: Summary of Subaward Funding.	
Subrecipient Name	City of Alma
Unique Entity Identifier (UEI)	HHFAFJAXX7T2
Tax ID Number	476006072
DED Subaward Number	23-RCRP-032
Total Amount of Subaward	\$990,000.00
Total Amount of Project Budget, Including Cost Share or Match, if applicable	\$1,335,000.00
Period of Performance Start Date	October 31, 2024
Period of Performance End Date	September 30, 2026
Budget Period Start Date	October 31, 2024
Budget Period End Date	September 30, 2026
Federal Awarding Agency	U.S. Department of Treasury
Funding Source	American Rescue Plan Act
Federal Award ID Number (FAIN)	SLFRP1965
Total Amount of the Federal Award	\$1,040,157,440.40
Federal Award Date	May 28, 2021
Pass-through Entity	State of Nebraska Department of Economic Development
Pass-through Entity Awarding Official/ Program Manager	Brittany Piper – 402-310-4782 Brittany.Piper@nebraska.gov
Assistance Listings Number and Title	21.027 – Coronavirus State and Local Fiscal Recovery Fund
Is Subaward R&D?	No
Indirect Cost Rate for the Subaward	Not applicable

This agreement is entered into between the State of Nebraska Department of Economic Development (the "**Department**") and City of Alma, 614 Main Street, Alma, Nebraska 68920 (the "**Subrecipient**"), upon the date of signature by both parties.

RECITALS.

- A.** In response to the COVID-19 pandemic and its economic effects, the Coronavirus State and Local Fiscal Recovery Fund ("**SLFRF**") was established by the American Rescue Plan Act (ARPA) and signed into law by President Biden on March 11, 2021.
- B.** The Program is an authorized use of SLFRF enumerated in 31 C.F.R. 35.6(b)(3)(ii)(A)(11)(iii), investments in communities to promote improved health outcomes and public safety such as parks, recreation facilities, and programs that increase access to healthy foods; and 31 C.F.R. 35.6(b)(3)(ii)(A)(11)(iv), capital expenditures and other services to address vacant or abandoned properties.
- C.** On April 1, 2024, Governor Pillen signed Legislative Bill 1412 (108th Legislative Session). Section 254(6) of the bill appropriated \$10 million to the Nebraska Department of Economic Development in grants for the Rural Community Recovery Program (the "**Program**" or "**RCRP**") pursuant to the purposes of providing funds to political subdivisions that address vacant, abandoned, or deteriorated properties to revitalize rural communities disproportionately impacted by the pandemic.
- D.** The Department is the administrator of a SLFRF award to the State of Nebraska from the Department of Treasury ("**Treasury**"), in compliance with Section 602(c) of the Social Security Act, 42 U.S.C. § 802(c), 31 C.F.R. Part 35, the U.S. Department of the Treasury regulations implementing that section, all relevant Treasury guidance, the federal award terms and conditions, and with the requirements of relevant state statutes and regulations.
- E.** The Subrecipient submitted an application (the "**Application**") to the Department for funding for the installation of public features in the City of Alma, Nebraska.
- F.** The Department has approved the Application for subaward funding under the Program. Approval of the Application does not constitute incorporation of statements and proposals in the Application.
- G.** In the event of changes in any applicable federal regulations and/or law, this agreement will be deemed to be amended when required to comply with any law so amended.

PART I: AGREEMENT TERMS AND CONDITIONS.

Premised on the Recitals above and in consideration of the mutual promises and understandings of the parties set forth below, the parties agree as follows:

§ 1.01 AMOUNT OF SUBAWARD FUNDS; CONDITIONAL NATURE OF THE AWARD.

The Department will disburse subaward funds (“**RCRP Funds**”) to the Subrecipient in a total amount not to exceed nine hundred ninety thousand dollars and no cents (\$990,000) for direct expenses incurred from project activities within the period of performance. Indirect costs are ineligible and will not be payable with RCRP Funds.

In compliance with 2 C.F.R. § 200.332, the amount of federal funds committed by the Department to the Subrecipient, pursuant to the Notice of Award, is nine hundred ninety thousand dollars and no cents (\$990,000), which is now obligated by this action upon mutual approval of this agreement by the Department and the Subrecipient.

The total amount of federal funds obligated by the Department to the Subrecipient, including the current financial obligation, is nine hundred ninety thousand dollars and no cents (\$990,000) and will be used for eligible expenses incurred from project activities within the subaward budget period.

Other restrictions governing the receipt of the RCRP Funds from the Department are outlined in the Program Manual.

§ 1.02 PERIOD OF PERFORMANCE; BUDGET PERIOD; DEVELOPMENT DEADLINE.

The period of performance and budget period under this agreement will begin on October 31, 2024, and end on September 30, 2026 (“**Period of Performance**”). The Subrecipient may only begin incurring expenses as of the initial date of the performance period. The Subrecipient will only be reimbursed for those expenses deemed eligible by the Department. Under no circumstances will the Subrecipient be reimbursed for expenses that are not eligible under Treasury guidance.

The deadline for the commitment and expenditure of RCRP Funds will be September 30, 2026 (“**Development Deadline**”). All RCRP Funds must be committed and expended, and all Project activities and services, except for submission of final reports, administration, and audit, must be completed on or before the Development Deadline. The provisions of this agreement that survive the termination date are specified in §4.01 of this agreement.

§ 1.03 DISBURSEMENT OF RCRP FUNDS.

RCRP Funds will be disbursed upon request by the Subrecipient on a reimbursement basis, pursuant to 2 C.F.R. § 200.305(b)(3), and in compliance with the approved project budget. All requests for disbursement must be submitted in a manner prescribed by the Department with supporting documentation including but not limited to source documentation and proof of payment. All administrative and fiscal requirements for reimbursement of RCRP Funds will be the sole responsibility of the Subrecipient. The Department retains the right to receive and review any documentation related to the Project expenses and payments prior to RCRP fund disbursement.

The Subrecipient may not request disbursement of RCRP Funds until the funds are needed for the payment of eligible costs, and the amount of each request for disbursement must be limited to the amount needed for incurred costs, pursuant to 24 C.F.R. § 92.504(c)(2)(vi). Any available program income (also see § 3.04 of this agreement) must be used before the Subrecipient may request additional RCRP Funds from the Department.

§ 1.04 INCORPORATION OF RECITALS.

All provisions of the Recitals set forth herein are true and correct and are incorporated as agreed provisions of the agreement.

PART II: SPECIAL CONDITIONS PRIOR TO RELEASE OF FUNDS.

Release of funding of the amount stipulated in Part I will not occur until the following Special Conditions for Release of Funds are met. The Special Conditions must be satisfactorily completed no later than **March 31, 2025**. The Department reserves the right to cancel the agreement if this requirement is not met within the specified time frame.

§ 2.01 RECIPIENT INFORMATION FORM.

The Subrecipient must complete a Recipient Information form.

§ 2.02 AUTHORIZATION TO REQUEST FUNDS.

The Subrecipient must submit a completed Authorization to Request Funds form.

§ 2.03 STATE OF NEBRASKA ACH AND W-9 ENROLLMENT FORM.

The Subrecipient must complete a State of Nebraska ACH and W-9 Enrollment form as prescribed by the Department.

§ 2.04 PROCUREMENT POLICIES.

The Subrecipient must submit documentation to the Department evidencing adoption of appropriate procurement standards in compliance with provisions of federal law including, but not limited to, 31 C.F.R. part 35, and 2 C.F.R. part 200, subpart D (“Uniform Guidance”), and state laws, including, but not limited to, Neb. Rev. St. §§ 73-802 et seq., Neb. Rev. St. §§ 73-901 et seq., and Neb. Rev. St. §§ 81-831 et seq. Such procurement standards must incorporate written standards of conduct covering conflicts of interest and governing the actions of the Subrecipient’s employees engaged in the selection, award, and administration of contracts.

If the Subrecipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the Subrecipient must provide the Department with documentation of the Subrecipient’s written standards of conduct covering organizational conflicts of interest.

All contracts and procurement transactions for property or services must be conducted in a manner providing full and open competition, competitive bidding, and contractor oversight. The Subrecipient must describe both informal and formal procurement methods for the acquisition of supplies or services based on aggregate dollar amount. Further, the Subrecipient must affirm its preference for small and minority businesses, women’s business enterprises, and labor surplus area firms, as well as a domestic preference for procurements. The Subrecipient must establish bonding requirements that protect the federal interest in the property. The Subrecipient is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements entered into support of a grant. These include but are not limited to source evaluation, protests, disputes, and claims.

In accordance with 2 C.F.R. § 200.318, the Department maintains the right to oversee any and all program-related procurement activities of the Subrecipient to ensure compliance with the terms, conditions, and specifications of the program.

§ 2.05 DECLARATION OF COVENANT.

The Subrecipient is required to execute a declaration of covenant pertaining to the federal interest in the property, recorded in accordance with State of Nebraska recordation laws, that must touch and concern the land, burden and benefit the respective parties, and run with the land so as to be binding upon the initial owner and any successors in title to the

real estate of the Project and upon their heirs, successors, assigns, or legal representatives.

§ 2.06 PROJECT COMPLETION SCHEDULE.

The Subrecipient must submit to the Department a schedule to the of project completion milestones, as prescribed by the Department.

PART III: CONDITIONS GOVERNING USE OF RCRP FUNDS.

§ 3.01 SOURCES AND USES OF FUNDS.

A general categorization of the sources and uses of RCRP Funds for the Project are shown in Table 2 below. Table 2 provides an overview of the Project budget, including funding from local sources, if applicable, needed for completion of the Project.

Table 2: Sources and Uses of Funds			
SOURCES→ USES (Activities)↓	RCRP	COST MATCH	TOTAL
Project Costs	\$990,000.00	\$345,000.00	\$1,335,000.00
General Administration	\$0.00	\$0.00	\$0.00
TOTAL	\$990,000.00	\$345,000.00	\$1,335,000.00

The Subrecipient is responsible for ensuring that funds are available for any and all costs incurred in completion of the Project that exceed the RCRP Funds provided, that any and all such costs are paid, and that the Project is completed.

§ 3.02 LIMITATIONS ON USE OF RCRP FUNDS.

RCRP Funds may be used for direct costs of rehabilitation or adaptive reuse projects designed to address vacant, abandoned, or deteriorated properties in disproportionately impacted rural communities; and necessary, reasonable, and allocable administrative and planning costs, pursuant to 2 C.F.R. § 200.403 and 2 C.F.R. § 200.472. Eligible project costs may include:

- (i) Rehabilitation, renovation, maintenance, or costs to secure vacant or abandoned properties to reduce their negative impact.
- (ii) Costs associated with acquiring and securing legal title of vacant or abandoned properties and other costs to position the property for current or future productive use.
- (iii) Removal and remediation of environmental contaminants or hazards from vacant or abandoned properties, when conducted in compliance with applicable

- environmental laws or regulations.
- (iv) Demolition or deconstruction of vacant or abandoned buildings (including residential, commercial, or industrial buildings) paired with greening or other lot improvements as part of a strategy for neighborhood revitalization.
 - (v) Greening or cleanup of vacant lots, as well as other efforts to make vacant lots safer for the surrounding community.
 - (vi) Installation of neighborhood features for public use, such as parks, green spaces, recreation facilities, sidewalks, pedestrian safety features like crosswalks, projects that increase access to healthy goods like community gardens, streetlights, neighborhood cleanup, and other projects to revitalize public spaces, to promote physical and mental well-being and promote healthier living environments by allowing for safe and accessible recreation.
 - (vii) Conversion of vacant or abandoned properties to affordable housing.
 - (viii) Inspection fees and other administrative costs incurred to ensure compliance with applicable environmental laws and regulations for demolition, greening, or other remediation activities.

The Department, in its sole discretion, will determine whether activities and costs associated with the Project are eligible activities and costs under the program, and the Subrecipient is encouraged to consult the Department if there are any questions regarding whether an activity or cost is eligible.

§ 3.03 PROGRAM INCOME.

Program Income is defined in 2 C.F.R. § 200.1 but generally means all gross income directly generated by a supported activity or earned as a result of the RCRP Funds during the Period of Performance, including but not limited to, income from fees for services performed, the use or rental of real or personal property acquired under the Program, the sale of commodities or items fabricated under the Program, license fees and royalties on patents and copyrights, and principal and interest on loans made with the RCRP funds.

Program income will be treated as RCRP Funds and must be deducted from expenditures unless the Department approves in writing the addition of program income to be used for the purposes and under the conditions of the subaward funds, or if the Department approves in writing the use of program income as cost sharing or matching, pursuant to paragraphs (e)(2) and (e)(3) of 2. C.F.R. § 200.307. If the Department issues written approval for either alternative use, all program income in excess of the amounts specified must be deducted from expenditures. When gross income is generated by a Project that is only partially assisted with RCRP Funds, the amount of income considered Program Income will be prorated to reflect the percentage of RCRP Funds used.

The Subrecipient will calculate, document, and record the program income and adhere to policies that explicitly identify appropriate allocation methods, accounting standards and principles, compliance monitoring checks, and records.

§ 3.04 DUPLICATION OF FUNDS.

The Subrecipient will avoid a duplication of benefits. A duplication of benefits occurs when the amount of the subaward exceeds the total identified need.

Allowable costs are based on the premise that the Subrecipient has conducted effective maintenance of federal awards; application of sound management practices; and administration of federal funds in a manner consistent with the program objectives and all terms and conditions of the agreement. The Subrecipient will implement robust financial management with a system of internal controls and effective monitoring.

Funds may be, but are not required to be, used in combination with other funding sources for a given project. Funds may not be used for a non-federal cost share or match, where prohibited by other federal programs.

The Subrecipient will be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 U.S.C. §§ 7501 through 7507) and its implementing regulation at 2 C.F.R. Part 200, Subpart F regarding audit requirements. The Subrecipient must provide the Department with any and all written communications received by Subrecipient from an auditor related to performance under this agreement.

Treasury's Final Rule and guidance and the Uniform Guidance outline the types of costs that are allowable, including certain audit costs. For example, per 2 CFR § 200.425, a reasonably proportionate share of the costs of audits required by the Single Audit Act Amendments of 1996 are allowable; however, costs for audits that were not performed, or not in accordance with 2 CFR Part 200, Subpart F are not allowable. Refer to 2 CFR Part 200, Subpart E regarding the Cost Principles that apply to use of funds under this program.

§ 3.05 ACCOUNTING FOR RCRP FUNDS; FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT.

A separate bank account for RCRP Funds is not required. The RCRP Funds must be accounted for separately in the books and records of the Subrecipient in such a manner as to, at all times, allow funds tracing and a current status review at all times. The Subrecipient must keep all records concerning RCRP Funds and the Project in a manner that is consistent with Generally Accepted Accounting Principles (GAAP) or another comprehensive basis of accounting pursuant to 2 C.F.R. part 200. The records must support the accumulation of costs as required by the cost principles and must provide adequate documentation to support costs charged to the Program.

All RCRP Funds provided to the Subrecipient will be considered a federal award for purposes of the Federal Funding Accountability and Transparency Act, and related federal requirements.

§ 3.06 UNIFORM ADMINISTRATIVE REQUIREMENTS; INTERNAL CONTROLS.

The Subrecipient is responsible for the efficient and effective administration of the RCRP Funds provided to it under this agreement and agrees to administer the use of RCRP Funds in accordance with this agreement, Treasury's administrative requirements for the Program, the policies of the Department, and all federal and state laws, regulations, and executive orders applicable to the Project. In particular, the Subrecipient agrees to establish internal controls in order to give the Department reasonable assurance that the Project is being carried out in compliance with federal statutes and regulations and the terms and conditions of this agreement.

The Subrecipient agrees to comply with any provisions regarding the protection of personally identifiable information, through cybersecurity and other measures, as required by 2 C.F.R. § 200.303 and 2 C.F.R. § 200.512.

§ 3.07 REVERSION OF ASSETS.

Upon closeout of this agreement, the Subrecipient must transfer to the Department any RCRP Funds on hand and any accounts receivable attributable to the use of RCRP Funds.

§ 3.08 CONFLICT OF INTEREST.

In the procurement of property and services by the Subrecipient, the conflict-of-interest provisions at 2 C.F.R. §§ 200.317 and 200.318 apply. In all cases not governed by 2 C.F.R. §§ 200.317 and 200.318, the provisions at 24 C.F.R. § 92.356 apply.

The conflict-of-interest provisions in this section apply to any person who is an employee, agent, consultant, officer, elected or appointed official, or board member of the Subrecipient ("Covered Person").

No Covered Person may participate in the selection, award, or administration of an agreement supported by RCRP Funds if they have a real or apparent conflict of interest. Such a conflict of interest would arise when the Covered Person, any member of their immediate family, their partner, or an organization which employs or is about to employ any of the above has a financial or other interest in or a tangible personal benefit from a firm considered for an agreement.

No Covered Person may solicit or accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subcontracts. *This stipulation must be included in all other contracts and subcontracts related to the Project.*

Organizational conflicts of interest would arise if the Subrecipient were unable or appears to be unable to be impartial in conducting a procurement action involving an organization

because of real or perceived relationships with a parent company, affiliate, or subsidiary organization.

In the event a prohibited conflict of interest arises or may potentially arise, the Subrecipient must inform the Department. Upon written request, exceptions may be granted by the Department on a case-by-case basis when it is determined that such an exception will serve to further the purposes of the Program and the effective and efficient administration of the Project.

§ 3.09 CONTRACTORS.

The Subrecipient may use other organizations, agencies, or other entities (including public housing agencies, for-profit entities, and non-profit entities) to carry out eligible activities for the Project. The Subrecipient must require the other entity to:

- (a) make reasonable assurances that it will comply with the requirements of the Program throughout the duration of its contractual obligations;
- (b) demonstrate it has sufficient experience and the ability and financial capacity to undertake, comply, and manage the eligible activities it will perform;
- (c) demonstrate its familiarity with the requirements of other federal, state, or local housing programs that are being used to complete the Project and ensure that it will comply with all applicable requirements and regulations of such programs; and
- (d) enter into an agreement with the Subrecipient that meets the requirements of 24 C.F.R. § 92.504(c).

All provisions of this agreement shall be binding on any contractor of the Subrecipient, and the Subrecipient will remain fully obligated under all provisions of this agreement regardless of who actually performs the eligible activities.

The Subrecipient must review each contractor's registration with the following federal and state entities, including those pertaining to types of business entities (e.g., person, partnership, foreign/domestic limited liability company, association, or foreign/domestic corporation):

- (a) System for Awards Management ("SAM"). The Subrecipient will provide evidence that all contractors are not debarred or suspended from receiving federal award funding. Further, the Subrecipient agrees to immediately notify the Department if it or any of its contractors or subcontractors become sanctioned or debarred. Suspension or debarment or the use of suspended or debarred contractors or subcontractors is cause for termination of this agreement.
- (b) Nebraska Secretary of State. The Subrecipient must verify that any contractor of the Subrecipient must be authorized to transact business in the State of Nebraska. All contractors are expected to comply with all Nebraska Secretary of State and Department of Revenue registration requirements.

- (c) Nebraska Department of Labor. Construction contractors are expected to meet all applicable requirements of the Nebraska Contractor Registration Act and provide a current, valid certificate of registration to the Subrecipient for its records.

The Subrecipient must verify to the Department that all second-tier contracts are initiated with an entity in good standing with the Nebraska Secretary of State and properly registered with the Nebraska Department of Labor, if applicable. The Subrecipient will submit to the Department all executed contracts and written cost estimates between the Subrecipient and any subrecipient, contractor, developer, vendor, or supplier for the Project. The Subrecipient must submit these records to the Department with payment requests associated with eligible activities for the Project.

§ 3.10 DEBARMENT, SUSPENSION, AND INELIGIBILITY; UNIVERSAL NUMBERING SYSTEM AND REGISTRATION REQUIREMENTS.

By executing this agreement, the Subrecipient certifies, represents, and warrants that the Subrecipient and all contractors or subcontractors to be used by the Subrecipient in performing this agreement are not debarred, suspended, proposed for debarment, placed in ineligibility status, or voluntarily excluded from covered transactions by any federal agency under the provisions of 2 C.F.R. part 180, Executive Order 12549, Executive Order 12689, and 31 C.F.R. part 19.

The Subrecipient agrees to comply with requirements established by the Office of Management and Budget ("OMB") concerning active registration of a Unique Entity Identifier ("UEI"), with SAM and continued maintenance of such participation and registration during the Period of Performance. The Subrecipient must maintain active SAM.gov registration for the duration of the Period of Performance.

§ 3.11 REPORTING REQUIREMENTS.

The requirements described in this section of the agreement must be followed throughout the Period of Performance. Prior to commencing construction, the Subrecipient must submit to the Department each of the documents listed below:

- Evidence of competitive bidding process;
- Construction contracts;
- Final construction specifications/plans; and
- Permits and insurance certificates necessary for the Project, including, at a minimum, insurance coverage for real property or equipment acquired or improved with the RCRP Funds that is equivalent to the insurance it provides for its other property or must ensure that such insurance coverage is provided by the owner of the real property, and that names the Department as an additionally insured party

under the policy. Specifically, the Subrecipient, contractors, and/or developers must maintain Commercial General Liability Insurance and Builders' Risk Insurance during the construction of the Project. The Subrecipient must provide proof of insurance to the Department prior to the start of construction and throughout the Period of Performance.

Throughout the Period of Performance, the Subrecipient must submit to the Department each of the requirements listed below:

- Quarterly progress reports, pertaining to project details, obligation and expenditures, status and accomplishments of the Project, compliance with federal law and state regulations, and programmatic data as required by Treasury. Reports must be submitted on or before the 15th day of the month following the end of the period covered, as described in Table 3.

Reporting Period	Due Date to DED
January 1 – March 31	April 15
April 1 – June 30	July 15
July 1 – September 30	October 15
October 1 – December 31	January 15

- Deviations from approved budgets or project scope or objectives, as applicable. Requests for approval must be made in writing to the Department. Approval by the Department is required prior to adoption or implementation of any such deviation.

The Subrecipient will comply with closeout procedures as specified by the Department to ensure a timely project closeout, in accordance with 2 C.F.R. §§ 200.344 and 200.345. Upon Project closeout and within 30 days of the Development Deadline, the Subrecipient must submit to the Department each of the following documents listed below for the Project:

- Certificate of Substantial Completion. The Subrecipient must submit verification that the Project has been substantially completed in accordance with Section 504 Standards, signed by the architect, Project engineer, or similarly qualified designer.
- Final Financial Report, which complies with the requirements of 2 C.F.R. § 200.415(e), detailing the final project development costs.

The Department may approve an extension if requested and justified in writing by the Subrecipient. Failure to provide required reports to the Department by the required due dates may result in the Department declaring the Subrecipient to be in substantial breach of this agreement, for which the Department may immediately terminate this agreement and/or require repayment of all funds disbursed to the Subrecipient for the Project.

The closeout of the Project provided under this agreement does not affect the right of the Department or any duly authorized official of the state or federal government to disallow costs and recover funds from the Subrecipient on the basis of a later audit or other review. The obligation of the Subrecipient to return any funds due as a result of an audit is not affected by closeout of this award or termination of this agreement.

PART IV: FEDERAL RESTRICTIONS AND REGULATIONS.

§ 4.01 COMPLIANCE PERIOD; ONGOING REPORTING.

The Project must be used in a manner specified by federal regulation, state statute, and this agreement for a period of not less than twenty (20) years (“**Compliance Period**”) beginning on the date of Project Completion, as prescribed by the Department, and as defined in 24 C.F.R. § 92.2. On an annual basis throughout the Compliance Period, the Subrecipient must submit to the Department the following documents:

- Ongoing Property Standards. The Subrecipient will maintain the Project in compliance with all state and local codes ordinances, and zoning requirements. The Subrecipient will provide access to the Department or its designees for inspections upon request.
- Insurance certificates necessary to maintain the Project, including, at a minimum, insurance coverage for real property or equipment acquired or improved with the RCRP Funds that is equivalent to the insurance it provides for its other property or must ensure that such insurance coverage is provided by the owner of the real property, and that names the Department as an additionally insured party under the policy. Documentation that the Subrecipient has listed the Department as an additional interest to any insurance policy covering the loss of property developed by the Project.

In accordance with 2 C.F.R. part 200, subpart F, all financial documents submitted to the Department must be reviewed by an independent certified public accountant, in accordance with the Statements on Standards for Accounting and Review Services.

The assistance awarded by this agreement must be repaid by the Subrecipient if the Project does not meet the requirements throughout the entire Compliance Period.

Restrictions may terminate upon foreclosure or transfer in lieu of foreclosure; however, the restrictions will be revived according to the original terms if, during the original Compliance Period, the owner of record before the foreclosure or deed in lieu of foreclosure, any entity that includes the former owner, or any entity with whom the former owner has or had familial or business ties obtains an ownership interest in the Project or property.

§ 4.02 ONSITE INSPECTIONS.

The Department and any duly authorized officials of the state and federal government will have full access to and the right to examine, audit, excerpt, and/or transcribe any of the Subrecipient's records pertaining to all matters covered by this agreement and will conduct onsite inspections of the Project and any properties that are the subject of the Project during the Compliance Period.

The Department reserves the right to adopt a more frequent inspection schedule for Projects or properties that have been found to have health and safety violations. Life-threatening health and safety deficiencies must be corrected immediately.

§ 4.03 RISK ASSESSMENT

In accordance with 2 C.F.R. § 200.206 and the U.S. Treasury Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds, the Department has completed a risk assessment on the Subrecipient to determine the level of compliance monitoring required on its program. The Department's risk assessment was based on an evaluation of the financial stability, management of systems and standards, history of performance, audit reports and findings, and ability to effectively implement requirements demonstrated by the Subrecipient and its program. The Department determined the Subrecipient is at the following risk level: Low.

In accordance with 2 C.F.R. § 200.332, the Department will implement appropriate monitoring measures of the Subrecipient's program activities to ensure the subaward funds are used for authorized purposes only and the program goals are achieved. In addition to the monitoring requirements set forth in 2 C.F.R. § 200.332, additional monitoring requirements will be imposed by the Department at its discretion, which may include periodic meetings and communications exchanged between the Department and the Subrecipient. The Department may review the Subrecipient's reports as outlined in Part IV and require the Subrecipient upon reasonable notice to submit to a desktop review, audit review, or onsite inspection. The Department may request additional information as required.

§ 4.04 SIGNIFICANT DEVELOPMENTS.

When the Department monitors the overall performance of the Subrecipient to ensure the goals and objectives of the award are achieved, the Subrecipient must take corrective action on all significant developments that negatively affect the award. Significant developments include Single Audit findings related to the award, other audit findings, site visits, and written notifications from a Subrecipient of adverse conditions which will impact their ability to meet the milestones or the objectives of the award. When significant developments negatively impact the award, the Subrecipient must provide the

Department with information on their plan for corrective action and any assistance needed to resolve the situation.

§ 4.05 NOTIFICATION OF ANNUAL AUDIT; SINGLE AUDIT.

All recipients and subrecipients of federal funds must submit a Notification of Annual Audit (NAA) to track all federal expenditures if the total amount of federal expenditures from all sources meets or exceeds \$750,000 during the fiscal year. The Department will notify the Subrecipient of the requirement to submit an NAA if this expenditure threshold has been met. If required, the Subrecipient must provide to the Department the Subrecipient's fiscal year-end date, all sources and dollar amounts of all applicable federal expenditures including, but not limited to, all grants and grant numbers received from the Department, information about whether the Subrecipient must submit a Single Audit and contact information for the person responsible for the audit. The NAA is required no later than 60 days following the end of the Subrecipient's fiscal year.

If applicable and as specified in the NAA, the Subrecipient is required to submit a Single Audit within the earlier of 30 days of receipt of the auditor's report(s) or nine months after the end of the audit period. The Single Audit report must be completed in accordance with 2 C.F.R. part 200, subpart F.

§ 4.06 RECORDS AND RECORDKEEPING.

After Project completion, the Subrecipient must establish and maintain sufficient records to assist the Department in meeting its recordkeeping and reporting requirements:

1. A full description of the Project assisted with RCRP Funds, including the location and form of assistance provided;
2. The source and application of RCRP Funds for the Project, including supporting documentation, in accordance with 2 C.F.R. §§ 200.333 through 200.337, and records to document the eligibility and the allowability of the project costs, including documentation of the actual RCRP-eligible development costs;
3. Records (e.g., inspection reports) demonstrating that the Project or property meets the required property standards at project completion and at all times throughout the Compliance Period;
4. Records demonstrating that a site and neighborhood standards review was conducted and that the site meets all requirements;
5. Records of all written agreements entered into regarding the Project demonstrating compliance with the requirements of written agreements;
6. All financial records relating to the Project, including deposits, payments, balances, and supporting documentation for expenses; and
7. Any other records reasonably required by the Department to meet its recordkeeping and reporting requirements.

All records pertaining to each fiscal year must be retained in a secure location for the most recent 5-year period and for five (5) years after the Compliance Period terminates. Written agreements must be retained for five (5) years after the agreement terminates, and records covering displacements and acquisitions must be retained for five (5) years after the date by which all persons displaced from the property and/or all persons whose property was acquired for the Project have received the final payment to which they are entitled.

If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues that arise from it, or until the end of the required period, whichever is later.

Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records must be collected, transmitted, and stored in open and machine-readable formats.

The Subrecipient will provide or make available such records to the Department and Treasury upon request, and to the Government Accountability Office ("GAO"), the Treasury Office of Inspector General ("OIG"), the Pandemic Relief Accountability Committee ("PRAC"), the Nebraska Auditor of Public Accounts, and their authorized representatives in order to conduct audits or other investigations.

§ 4.07 MANDATORY DISCLOSURES; WHISTLEBLOWER PROTECTIONS; ANTI-LOBBYING.

The Subrecipient must immediately disclose to the Department, Treasury, or other appropriate authorities (with a copy to the Department) whenever there is credible evidence of the commission of federal law, conflict of interest, bribery, or gratuity violations under Title 18 of the False Claims Act. Disclosure must be made in writing to the federal agency, the agency's Office of Inspector General, and the Department, as the pass-through entity. This requirement includes any activity or subaward in connection with the RCRP award, pursuant to 2 C.F.R. § 200.113.

An employee of the Subrecipient must not be discharged, demoted, or otherwise discriminated against for disclosing information that the employee reasonably believes is fraud, waste, or abuse, a danger to the public, or a violation of the law or contract, in accordance with 2 C.F.R. § 200.217.

To the best of the Subrecipient's knowledge and belief, no federally appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative

agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal agreement, grant, loan, or cooperative agreement, the Subrecipient must complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

PART V: GOVERNING PROVISIONS.

The Subrecipient agrees to comply with the administrative requirements for the Program established by the Department and Treasury, with the provisions of the Department's Administration Manual, and with all federal and state laws, regulations, and executive orders applicable to the Project, as now in effect and as such law may be amended, during the term of this agreement including, but not limited to:

§ 5.01 PROGRAMMATIC PROVISIONS.

1. Title VI of the Social Security Act (42 U.S.C. 801 §§ 602 and 603), as added by section 9901 of the American Rescue Plan Act of 2021 (Pub. L. 117-2), codified as 42 U.S.C. § 802 and 42 U.S.C. § 803, respectively;
2. Pandemic Relief Programs, as amended (31 C.F.R. part 35);
3. Universal Identifier and System for Award Management (SAM), as amended, (2 C.F.R. Part 25);
4. Reporting Subaward and Executive Compensation Information, as amended, (2 C.F.R. Part 170);
5. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as amended (2 C.F.R. Part 200);
6. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601 et seq.) and implementing regulation at 24 C.F.R. § 92.353;
7. Federal Funding Accountability and Transparency Act of 2006 (Pub. L 109-282) and implementing regulation at 31 U.S.C. § 6101;
8. Section 254(6) of Legislative Bill 1412, Provide, Change, and Eliminate Appropriations for Operation of State Government, Postsecondary Education, State Aid, Capital Construction, and Federal Funds Allocated to the State of Nebraska from the Federal American Rescue Plan Act of 2021;

§ 5.02 LABOR STANDARDS AND PROVISIONS.

9. Fair Labor Standards Act of 1938, as amended (29 U.S.C. § 203);
10. Title I of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12111 et seq.);

11. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement) (2 C.F.R. part 180), and implementing regulation at 31 C.F.R. part 19;
12. Section 2 of the June 13, 1934 Copeland Act, known as the Copeland "Anti-Kickback" Act, as amended (40 U.S.C. § 3145) and implementing regulation at 29 C.F.R. part 3;
13. Contract Work Hours and Safety Standards Act, as amended (40 U.S.C. §§ 3701 et seq.) and implementing regulation at 29 C.F.R. part 5;
14. Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101 et seq.), and implementing regulations at 2 C.F.R. part 182 and 31 C.F.R. part 20;
15. Never Contract with the Enemy, as amended (2 C.F.R. Part 183);
16. Executive Order 12549, Debarment and Suspension;
17. Executive Order 12689, Debarment and Suspension;
18. Executive Order 13665, Non-Retaliation for Disclosure of Compensation Information, as amended;
19. Nebraska Fair Employment Practices Act (Neb. Rev. St. §§ 48-1102 et seq.);
20. Contractor Registration Act (Neb. Rev. St. §§ 48-2101 et seq.);
21. State Procurement Act (Neb. Rev. St. §§ 73-802 et seq.);
22. Foreign Adversary Contracting Prohibition Act (Neb. Rev. St. §§ 73-901 et seq.);
23. Pacific Conflict Stress Test Act (Neb. Rev. St. §§ 81-831 et seq.);

§ 5.03 ENVIRONMENTAL PROVISIONS.

24. Clean Air Act, as amended (42 U.S.C. §§ 7401 et seq.);
25. Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251 et seq.);
26. Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. § 6962), and implementing regulation at 2 C.F.R. § 200.323;
27. Executive Order 14057, Executive Order on Catalyzing Clean Energy Industries and Jobs through Federal Sustainability;

§ 5.04 CIVIL RIGHTS AND EQUAL OPPORTUNITY PROVISIONS.

28. Equal Employment Opportunity Act of 1972, Section VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e through 2000e-8;
29. Obligations of Contractors and Subcontractors, as amended (41 C.F.R. Chapter 60-1);
30. Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212, and the Jobs for Veterans Act of 2002, as amended, 38 U.S.C. § 4215(a);
31. Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (8 U.S.C. § 1324a), known as the E-Verify Program; and Neb. Rev. St. §§ 4-106 through 4-114;

32. Executive Order 11625, Prescribing Additional Arrangements for Developing and Coordinating a National Program for Minority Business Enterprise; Executive Order 12432, Minority Business Enterprise Development; Executive Order 12138, Creating a National Women's Business Enterprise Policy; Executive Order 13170, Increasing Opportunities and Access for Disadvantaged Businesses;
33. Executive Order 11246, Equal Employment Opportunity; Executive Order 11375, Amending Executive Order No. 11246, Relating to Equal Employment Opportunity; Executive Order 12007, Presidential Advisory Committees;
34. Executive Order 11478, Equal Opportunity in the Federal Government;
35. Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity;
36. Executive Order 12107, Relating to the Civil Service Commission and labor-management in the Federal Service; Executive Order 12126, Correction to Executive Order 12107;
37. Executive Order 12608, Elimination of Unnecessary Executive Orders and Technical Amendments to Others;
38. Executive Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations, as amended;
39. Executive Order 13985, On Advancing Racial Equity and Support for Underserved Communities Through the Federal Government;

§ 5.05 FAIR HOUSING STANDARDS AND PROVISIONS.

40. Title VIII of the Civil Rights Act of 1968 (The Fair Housing Act), as amended (42 U.S.C. §§ 3601 et seq.);
41. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d-1 through 2000d-7), and 31 C.F.R. part 22;
42. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794);
43. Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d);
44. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12131 et seq.);
45. Title III of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12181 et seq.);
46. Architectural Barriers Act of 1968, as amended (42 U.S.C §§ 4151 et seq.);
47. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 through 6107), and implementing regulation at 31 C.F.R. part 23;
48. Executive Order 12898; Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations; Executive 14096, Revitalizing our Nation's Commitment to Environmental Justice for All;
49. Executive Order 13217, Community Based Alternatives for Individuals with Disabilities;
50. Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation;

51. Executive Order 14091, Further Advancing Racial Equity and Support for Underserved Communities Through the Federal Government;

§ 5.06 OTHER PROVISIONS.

52. Byrd Anti-Lobbying Amendment, as amended (31 U.S.C. § 1352), New Restrictions on Lobbying (31 C.F.R. part 21), and related acts and requirements;
53. Hatch Act of 1939 (5 U.S.C. §§ 7321 et seq.), and specific regulations for state or local employees (5 U.S.C. §§ 1501 et seq.);
54. False Claims Act (FCA), as amended (31 U.S.C. §§ 3729 et seq.);
55. Memorandum M-20-21, Implementation Guidance for Supplemental Funding Provided in Response to the Coronavirus Disease 2019 (COVID-19);
56. Memorandum M-21-20, Promoting Public Trust in the Federal Government through Effective Implementation of the American Rescue Plan Act and Stewardship of the Taxpayer Resources;
57. Generally applicable federal environmental laws and regulations;
58. Any and all federal laws and regulations that apply if federal funds are used in conjunction with other federal funding sources; and
59. All applicable state laws, ordinances, rules, regulations, and statutes established by the State of Nebraska and its respective political subdivisions, that are relevant to the activities carried out by the Subrecipient set forth in this agreement.

PART VI: ENFORCEMENT AND TERMINATION.

§ 6.01 EARLY TERMINATION OF AGREEMENT.

The Department may terminate this agreement for any reason upon sixty (60) days written notice to the Subrecipient. This agreement may also be terminated, in whole or in part, prior to the completion of the Project when both parties agree that continuation is not feasible or would not produce beneficial results commensurate with the further expenditure of funds. In the event of mutual termination, the parties must agree on the termination conditions, including the effective date and the portion to be terminated.

The Subrecipient may not incur new obligations after the effective date of termination and must cancel as many outstanding obligations as possible. The Department will make funds available to the Subrecipient to pay for eligible expenses incurred before the effective date of termination.

§ 6.02 SUSPENSION OR TERMINATION OF AGREEMENT FOR MATERIAL BREACH.

In the event of a material breach (other than a breach arising from termination of the Project before completion) of the terms of this agreement by the Subrecipient, the Department may take the following actions:

- (a) Suspend the agreement, withhold further payments, and prohibit the Subrecipient from incurring additional obligations pending corrective action by the Subrecipient; or
- (b) Terminate the agreement, in whole or in part, at any time before Project completion. The Department will notify the Subrecipient in writing of the determination of, the reasons for, and the effective date of the termination. Payments made to the Subrecipient or recoveries by the Department will be in accordance with the legal rights and liabilities of the parties. The Subrecipient will return all unencumbered funds to the Department, and any costs previously paid which are subsequently determined to be unallowable through audit and close-out procedures may be recovered from present RCRP Funds or deducted from future awards to the Subrecipient, if any.

§ 6.03 TERMINATION OF AGREEMENT DUE TO TERMINATION OF THE PROJECT BEFORE COMPLETION.

If the Project is terminated before completion, either voluntarily or otherwise, any activities relating to the Project become ineligible, and any RCRP Funds invested in the Project must be repaid to the Department.

§ 6.04 TERMINATION DUE TO LOSS OF FUNDING TO THE DEPARTMENT.

This agreement will terminate in full, or in part, at the discretion of the Department, in the event the Department suffers a loss of the funding or a termination of the funding source which permits it to fund the Subrecipient.

In such an event, the Department will provide the Subrecipient written notice setting forth the effective date of full or partial termination, or if a change in funding is required, setting forth the change in funding and the changes in the approved budget.

§ 6.05 NON-WAIVER/WAIVER IN WRITING.

The Department's failure to insist upon the strict performance of any provision of this agreement or to exercise any right based upon breach will not constitute a waiver of any

rights under this agreement. No conditions or provisions of this agreement can be waived unless approved by the Department in writing.

§ 6.06 FORCE MAJEURE.

Neither party will be liable for any costs or damages resulting from its inability to perform any of its obligations under the agreement due to a natural disaster or other similar event outside the control of and not the fault of the affected party ("Force Majeure Event").

A Force Majeure Event will not constitute a breach of the agreement. The party so affected will immediately give notice to the other party of the Force Majeure Event. The Department may grant relief from performance of the agreement if the Subrecipient is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief will rest upon the Subrecipient. To obtain relief based on a Force Majeure Event, the Subrecipient will file a written request for such relief with the Department.

Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the agreement.

§ 6.07 FALSE STATEMENTS.

The Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

§ 6.08 REMEDIATION AND RECOUPMENT.

Any funds paid to the Subrecipient that are (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this Award; (2) determined by the Treasury Office of Inspector General to have been misused; or (3) determined by Treasury to be subject to repayment obligation, pursuant to section 603(e) of the Social Security Act and 31 C.F.R. §§ 35.6(b)(3)(ii)(A)(5), and have not been repaid by the Subrecipient, will constitute a debt to the federal government.

Any debts determined to be owed to the federal government must be paid by the Subrecipient within 120 calendar days of deemed receipt of the notice of recoupment, unless a request for reconsideration has been submitted, pursuant to 31 C.F.R. § 35.10. A debt is delinquent if it has not been paid by the date specified in Treasury's initial notice of recoupment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt. Treasury will undertake any actions available to it to collect such a debt.

§ 6.09 TERMINATION, NONCOMPLIANCE, AND CORRECTIVE ACTION

In accordance with 2 C.F.R. §§ 200.208 and 200.339, if the Department learns of a deficiency or the Subrecipient's noncompliance with the agreement, the Department will complete a report review, desktop review, onsite review, audit review, procedures review, or take other measures to determine if any corrective actions may be required or allowed. The Department may adjust the conditions of this agreement if the Department determines that the Subrecipient is not in compliance.

The Department will notify the Subrecipient in writing of their noncompliant action(s), the nature of corrective action plan, if any, and the time allowed for completing the action(s), if applicable. The Department will have all remedies available under state or federal law. The Department, at its sole discretion, may impose sanctions without first requiring or allowing a corrective action plan.

The Department may reevaluate the Subrecipient's risk assessment and adjust the agreement conditions, in accordance with 2 C.F.R. §§ 200.206 and 200.211. The Department may also impose additional agreement conditions with respect to additional reporting, monitoring, assistance, documentation, or any other such conditions as needed.

The Subrecipient's cost resulting from obligations incurred during a suspension of after termination of this agreement are not allowable, unless the Department expressly authorizes them in the notice of suspension or termination, or subsequently.

Within thirty (30) calendar days of deemed delivery or written notice by the Department, the Subrecipient, in the Event of Default, must have corrected, or have commenced and is diligently pursuing corrective action to the Department's satisfaction, any material failure to comply with the term of the agreement, unless such corrective action is not practicable within thirty (30) days in which case the Department may extend the corrective action period by up to sixty (60) days.

PART VII: SUPPLEMENTAL TERMS AND CONDITIONS.

§ 7.01 DESIGNATION OF OFFICIALS TO EXECUTE AGREEMENT AND AMENDMENTS.

The Director of the Department or their designee is the official authorized to execute this agreement and any amendments to this agreement on behalf of the Department.

The Chief Elected Official (if the Subrecipient is a unit of general local government) or the Chief Executive Officer (if the Subrecipient is not a government entity) of the Subrecipient is the official authorized individual to execute this agreement and any amendments to this agreement on behalf of the Subrecipient. By signing this agreement, the Subrecipient

certifies that it possesses the legal authority to accept RCRP Funds under the Program and to carry out the Project.

Either party may request amendments to this agreement; however, amendments will not take effect until mutually agreed to in writing by both parties.

§ 7.02 NOTICE.

Except as otherwise expressly specified herein, all notices, requests, or other communications shall be sent and received via email. All notices, requests, or communications shall be deemed effective upon delivery to the receiver's email address (inbox, spam, etc.). If Subrecipient is unable to access email, contact the Program Manager for an alternative communication method.

§ 7.03 VERIFICATION OF WORK ELIGIBILITY STATUS FOR NEW EMPLOYEES.

The Subrecipient is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

In this context, "new employees" means employees hired on or after the effective date of this agreement. A "federal immigration verification system" means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (8 U.S.C. § 1324a), commonly known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

This contractual obligation to verify work eligibility status for new employees physically performing services within the State of Nebraska also applies to any and all subcontractors utilized by the Subrecipient in performing this agreement. The Subrecipient will be responsible to the Department for enforcing this requirement with its subcontractors.

A failure by the Subrecipient to adhere to these requirements violates the statutory requirements in Neb. Rev. Stat. § 4-114 and, as such, will be deemed a substantial breach of this agreement which could result in the Department declaring the Subrecipient to be in default on the agreement.

§ 7.04 NOTIFICATION OF PROJECT STAFF CHANGES.

The Subrecipient must make reasonable efforts to keep the Department informed of changes in the Subrecipient's staff that relate to the Project such as the addition or

departure of key persons. This includes but is not limited to the Primary Contact and other Authorized Officials for the agreement.

§ 7.05 RELATIONSHIP OF THE PARTIES; STATE NON-LIABILITY; HOLD HARMLESS.

Nothing in this agreement should be construed in any manner as creating or establishing the relationship of partners between the parties, nor will either party have the right, power, or authority to create any obligations or duty, express or implied, on behalf of the other party.

Any and all claims, demands, and actions based upon or arising out of any services performed by the Subrecipient or its associates, employees, contractors, or subcontractors, (including, but not limited to, claims of discrimination) against the Subrecipient, its officers, or its agents will in no way be the responsibility of the State of Nebraska or the Department. The Subrecipient will hold the State of Nebraska and the Department harmless from any and all such claims.

§ 7.06 INTELLECTUAL PROPERTY.

If the Project results in any copyrightable material or inventions, the Department and/or State of Nebraska reserves the right to a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the work or materials for government purposes.

§ 7.07 INFORMATION SHARING; PROJECT PUBLICITY.

Prior to announcing or referring to the Project or Project activities in news releases, press conferences, or other media, the Subrecipient must inform the Department. Notice of at least 14 business days will be given to the Department for all news or media releases, or notice will be given as soon as practicable. The media will include an acknowledgement or reference to the funding made available by the Department for the Project under this agreement. The Subrecipient agrees to allow the Department to issue news releases and otherwise share information and/or make announcements about the Project. The Department is not required to obtain any approval, written or otherwise, from the Subrecipient prior to releasing information about the Project.

The Subrecipient will provide the Department with before and after photographs of the Project, whenever possible, and agrees to obtain written consent from the occupants, when appropriate and necessary.

§ 7.08 DEPARTMENT PARTICIPATION; EVENTS.

The Subrecipient will provide the Department with notice and access to all events and activities that arise from the Project or Project activities and the use of the Program Funds, including but not limited to groundbreaking, ribbon cutting, and open house events. Notice of at least 14 business days will be given to the Department for all events and activities. Access to events and activities will include admission free of charge for at least three Department representatives. The event must include an acknowledgement or reference to the funding made available by the Department for the Project under this agreement, including on event signage, printed or online materials, and other marketing materials. The Subrecipient agrees to allow Department staff to participate in the event including, but not limited to, presentation, prepared remarks, and photography.

§ 7.09 WAIVERS; ASSIGNMENT OF INTEREST; BINDING EFFECT.

No conditions or provisions of this agreement can be waived unless approved by the Department in writing. The Subrecipient may not assign or transfer any interest in this agreement without the written consent of the Department.

The Subrecipient will not subcontract any of their duties or obligations under this agreement without the express written consent of the Department.

If any provision under this agreement or its application to any person or circumstance is held invalid by any court of competent jurisdiction, the invalidity will not affect other provisions of this agreement.

This agreement will be binding upon and will inure to the benefit of the successors, assigns, and legal representatives of the parties.

§ 7.10 GOVERNING LAW; COUNTERPARTS; ENTIRE AGREEMENT.

The agreement will be governed by; construed according to the laws and regulations of; and subject to the jurisdiction of, the State of Nebraska.

This agreement and any amendment of this agreement may be signed in any number of counterparts; each of which will be considered an original, and all of which taken together will constitute one agreement or amendment, as the case may be.

This agreement and any attachments, the approved Application, and those items incorporated by reference, or statutes or regulations referenced herein contain the entire agreement between the parties. Any statements, inducements, or promises not contained therein are not binding upon the parties.

PART VIII: ACCEPTANCE PROVISIONS.

The parties acknowledge they have read and understand this agreement, they agree to its provisions, and that it will be effective on the date when both parties have signed.

NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT	SUBRECIPIENT → City of Alma
By: _____ (Director or Designee)	By: _____ (Authorized Individual)
_____ (Typed or Printed Name)	Haï Haeker _____ (Typed or Printed Name)
_____ (Title)	City Administrator _____ (Title)
_____ (Date)	_____ (Date)