

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 **Monday May 6, 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 – May 6, 2024

- **MINUTES - Council to approve Minutes of April 17, 2024, Regular Council Meeting**
- **PAYMENT OF CLAIMS - Council to approve Payment of Claims for the period of 4/18/22 through 5/6/2024.**
- **TREASURER'S REPORT - Council to review and discuss City's finances.**
- **DISCUSS/APPROVE Steve Dunnerman 11.8 KW Solar Installation**
- **DISCUSS/APPROVE Country Road Realty – Present bids for 32 N. John. – Renee Schnuerle**
- **DISCUSS/APPROVE Authorize Mayor to sign Federal Share Summary and Progress Estimates related to Airport Taxiway Lighting Grant. Project No. 3-31-0004-013**
- **DISCUSS/APPROVE Hiring of Pool Manager Rhonda Hogeland and Swim Team Coach Paul Ogier**
- **DISCUSS/APPROVE Lifeguard Expectations, Rules, Season Pass, and Reimbursement**
- **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 May 3, 2024, any additions or deletions to this Agenda may be obtained at the City Office (614 Main Street). –Dawn McNulty, City Clerk

MINUTE RECORD FOR CITY OF ALMA
REGULAR CITY COUNCIL MEETING
April 17, 2024

A regular meeting of the City Council of the City of Alma, Nebraska was held at City Hall on Wednesday, April 17, 2024, at 5:30 p.m.

Present were Council Members: Tom Moulton, Dyann Collins, Larry Casper, and Mayor and Acting Administrator Hal Haeker. Absent: Tripe. City Clerk Dawn McNulty, Treasurer Tashia Butterfield, City Attorney Doug Walker, and City Utility Superintendent Russ Pfeil were also in attendance. Notification of this meeting and the agenda was given in advance by posting, a designated method for giving notice. Advance notice of the meeting and the agenda was given to the Mayor and all members of the City Council. All proceedings hereinafter were taken while the convened meeting was open to the attendance of the public.

Mayor Haeker advised the public of the Open Meetings Act posted on the east wall of the meeting room, and then proceeded to call the regular meeting of April 17, 2024, at 5:30 p.m. and the following business was transacted:

Roll call: Tom Moulton-present, Dyann Collins-present, Chris Tripe-Absent, Larry Casper-present, and Mayor Haeker-present. Motion by Casper, second by Moulton, to determine this meeting as previously publicized, duly convened and in open session. There being no further discussion upon the motion made and upon roll call vote, the following voted yes: Casper, Collins, and Moulton. Voting no: None. Motion carried.

Mayor Haeker opened the floor to approve the minutes of the April 3, 2024, council meeting. Motion by Collins second by Moulton, to approve the regular minutes of the April 3, 2024, council meeting. There being no further discussion upon the motion made and upon roll call vote, the following voted yes: Collins, Casper, and Moulton. Voting no: None. Motion carried.

Mayor Haeker opened the floor to discuss the claims and invoices for April 4, 2024, through April 17, for \$142,188.09. 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, and Casper. Voting no: None. Motion carried.

Chris Tripe Arrived at 5:32

Mayor Haeker opened the floor to discuss and or approve the Treasurer's report. Motion by Moulton, second by Collins, 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: Casper, Collins, and Moulton. Voting no: None. Tripe Abstained. Motion carried.

Mayor Haeker opened the floor to discuss and or approve Notice of Consultant for Airport Project. Ron Hawley stated we are looking at building a new hanger at the airport and we have to follow a process of several specific steps so that we are eligible for the entitlement money that is available to us. Ron said the first part is to advertise for a Consultant because our contract with Ollson expired last year. Ron asked for permission to begin the process to choose a consultant for this project. Motion made by Moulton second by Tripe to approve Notice of Consultant for Airport Project. There being 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 discuss and or approve Anna Brooks for a part time staff position at Hoesch Memorial Library starting in May. Motion made by Casper second by Tripe, to approve Anna Brooks for part time position at Hoesch Memorial Library at \$9.50 per hour as of May 1st. There being no further discussion upon the motion made and upon roll call vote, the following voted yes: Collins, Tripe, Moulton, and Casper. Voting no: None. Motion carried.

Mayor Haeker opened the floor to discuss and or approve the Certificate of Resolution for City of
Council Meeting Minutes 4-17-2024

Alma's Section 125 Premium Only Plan. City Clerk McNulty stated that this is a yearly Resolution for the Premium Only Plan, which allows us to take our insurance premiums out of our paychecks pretax. Motion made by Moulton, second by Collins, to approve the Certificate of Resolution for City of Alma's Section 125 Premium Only Plan. There being no further discussion upon the motion made and upon roll call vote, the following voted yes: Collins, Tripe, Moulton, and Casper. Voting no: None. Motion carried.

Mayor Haeker opened the floor to discuss and or approve Certificate of Completion and Release: Department of Aeronautics and Richard's Electric for Airport Taxiway Lighting Project. Treasurer Butterfield stated that everything has been paid for the taxiway lighting project, and we have received all of our funds. Butterfield said that this is just stating that Richard's electric has fulfilled their part of the project. Motion made by Tripe, second by Moulton to approve Certificate of Completion and Release: Department of Aeronautics and Richards Electric for Airport Taxiway Lighting Project. There being 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.

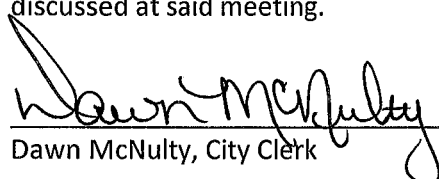
Mayor opened the floor to discuss and or approve Personnel. Mayor Haeker said we are currently looking for more candidates. We made an offer, and the candidate took another position. Collins asked if we had anyone that was looking into any kind of grants. Butterfield stated that there was a gas grant, and the SCEDD grant was still being re-worked. The CCCFF grant was only accepting art districts this year and we will apply for it next year. We are also looking into a grant for the lift station.

Motion to adjourn the meeting by Tripe, second by Moulton. There being no further discussion upon the motion made and upon roll call vote, the following voted yes: Casper, Tripe, Collins, and Moulton. Voting no: None. The meeting was adjourned at 6:05 p.m.



Hal Haeker, Mayor

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.



Dawn McNulty, City Clerk



City of Alma
Unpaid Claims by Vendor
 April 18,2024 thru May 6, 2024

	Type	Date	Due Date	Memo	Account	Class	Amount
Acushnet Company							
	Bill	04/24/2024	05/06/2024	gloves	30.1046 · Purchases Merchandis	Golf Fund	139.42
	Bill	04/22/2024	05/06/2024	golf balls	30.1046 · Purchases Merchandis	Golf Fund	376.12
Total Acushnet Company							515.54
Alma Cemetery							
	Bill	05/02/2024	05/06/2024	Perpetual Care - Janet Rentzell	03.4100 · Miscellaneous Other Ir	General Fund	200.00
Total Alma Cemetery							200.00
Alma Public School							
	Bill	04/26/2024	05/06/2024	Hogeland Market	20.1135 · Liquor & Tobacco Lice	General Fund	200.00
Total Alma Public School							200.00
Bosselman - Water Dept							
	Credit	04/30/2024		April Tax Exempt	20.1060 · Fuel & Oil	Water Utility Departm	(11.89)
	Credit	04/03/2024		Fuel Discount	20.1060 · Fuel & Oil	Water Utility Departm	(1.16)
	Credit	04/12/2024		Fuel Discount	20.1060 · Fuel & Oil	Water Utility Departm	(0.99)
	Credit	04/25/2024		Fuel Discount	20.1060 · Fuel & Oil	Water Utility Departm	(1.10)
	Bill	04/12/2024	05/06/2024	Unleaded 19.726 @ \$3.259/gal	20.1060 · Fuel & Oil	Water Utility Departm	66.26
	Bill	04/03/2024	05/06/2024	Unleaded 23.140 @ \$3.279/gal	20.1060 · Fuel & Oil	Water Utility Departm	75.88
	Bill	04/25/2024	05/06/2024	Unleaded 22.095 @ \$3.359/gal	20.1060 · Fuel & Oil	Water Utility Departm	74.22
Total Bosselman - Water Dept							201.22
Bowde Johnson							
	Bill	04/18/2024	05/06/2024	mileage reimbursement-wastewater cer	20.1260 · Travel & Meal Expens	Wastewater Utility De	174.20
	Bill	04/18/2024	05/06/2024	meal reimbursement-wastewater cert tr	20.1260 · Travel & Meal Expens	Wastewater Utility De	13.65
	Bill	04/18/2024	05/06/2024	hotel reimbursement-wastewater cert tr	20.1260 · Travel & Meal Expens	Wastewater Utility De	147.97
Total Bowde Johnson							335.82
Cash Wa Distributing							
	Bill	04/19/2024	05/06/2024	candy	30.1044 · Purchases Food	Golf Fund	201.90
Total Cash Wa Distributing							201.90
Center Point Large Print							
	Bill	02/20/2024	05/06/2024	Large Print Books- Friends of Library re	30.1021 · Books	Library Department	73.36
	Bill	03/03/2024	05/06/2024	Large Print Books- Friends of Library re	30.1021 · Books	Library Department	101.93

City of Alma
Unpaid Claims by Vendor
 April 18,2024 thru May 6, 2024

Type	Date	Due Date	Memo	Account	Class	Amount
Bill	04/03/2024	05/06/2024	Large Print Books- Friends of Library re 30.1021	Books	Library Department	75.31
Bill	04/08/2024	05/06/2024	Large Print Books- Friends of Library re 30.1021	Books	Library Department	24.02
Total Center Point Large Print						274.62
Central Nebraska Truck & Trailer Repair						
Bill	04/30/2024	05/06/2024	Sanitation Truck repairs	20.1200 · Repairs & Maint. Equip	Sanitation Department	153.34
Total Central Nebraska Truck & Trailer Repair						153.34
Chesterman Company-glf						
Bill	04/17/2024	05/06/2024	Beverages Purchased	30.1042 · Purchases Beverages	Golf Fund	333.50
Total Chesterman Company-glf						333.50
CHS Agri Service - taxable						
Bill	04/02/2024	05/06/2024	Unleaded 29.624 gal @ \$3.299	20.1060 · Fuel & Oil	Gas Utility Department	97.73
Bill	04/29/2024	05/06/2024	Unleaded 30.954 gal @ \$3.359	20.1060 · Fuel & Oil	Gas Utility Department	103.97
Total CHS Agri Service - taxable						201.70
CHS Agri Service Center-golf						
Bill	04/18/2024	05/06/2024	Ruby Fieldmaster 83.000 Gal @ \$3.361	20.1060 · Fuel & Oil	Golf Fund	278.95
Bill	04/18/2024	05/06/2024	Unleaded 54.000 Gal @ \$3.823	20.1060 · Fuel & Oil	Golf Fund	206.44
Total CHS Agri Service Center-golf						485.39
CHS Agri Service Center-gov't						
Credit	04/01/2024		March Fuel Tax Exempt	20.1060 · Fuel & Oil	Sanitation Department	(19.76)
Bill	04/05/2024	05/06/2024	Roadmaster 46.311 gal @ \$3.779	20.1060 · Fuel & Oil	Sanitation Department	175.01
Bill	04/12/2024	05/06/2024	Roadmaster 46.132 gal @ \$3.779	20.1060 · Fuel & Oil	Sanitation Department	163.00
Bill	04/26/2024	05/06/2024	Roadmaster 44.995 gal @ \$3.779	20.1060 · Fuel & Oil	Sanitation Department	170.04
Bill	04/19/2024	05/06/2024	Roadmaster 47.631 gal @ \$3.779	20.1060 · Fuel & Oil	Sanitation Department	180.00
Bill	04/02/2024	05/06/2024	Unleaded 10% eth 450.000 gal @ \$3.4	20.1060 · Fuel & Oil	Street Department	1,537.02
Bill	04/02/2024	05/06/2024	Ruby Fieldmaster 444.000 gal @ \$3.28	20.1060 · Fuel & Oil	Street Department	1,457.47
Bill	04/24/2024	05/06/2024	BUCCANEER PLUS 5 extra 2.5GAL	30.1030 · Chemicals	Street Department	90.00
Bill	04/24/2024	05/06/2024	DICAMBA DMA SALT 2.5 GAL	30.1030 · Chemicals	Street Department	180.00
Total CHS Agri Service Center-gov't						3,932.78

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City of Alma
Unpaid Claims by Vendor
 April 18, 2024 thru May 6, 2024

Type	Date	Due Date	Memo	Account	Class	Amount
City Alma Utilities						
Bill	04/25/2024	05/06/2024	Gas, Water, Sewer-Auditorium	20.1090 - Gas, Water, & Wastev	Community Buildings	133.05
Bill	04/25/2024	05/06/2024	Trash-Auditorium	20.1250 - Trash Removal	Community Buildings	53.45
Bill	04/25/2024	05/06/2024	Water, Sewer-Dump Station	20.1090 - Gas, Water, & Wastev	Wastewater Utility De	32.15
Bill	04/25/2024	05/06/2024	Gas, Water, Sewer - Johnson Center	20.1090 - Gas, Water, & Wastev	Community Buildings	37.19
Bill	04/25/2024	05/06/2024	Trash - Johnson Center	20.1250 - Trash Removal	Community Buildings	99.93
Bill	04/25/2024	05/06/2024	Gas, Water, Sewer-Library	20.1090 - Gas, Water, & Wastev	Library Department	107.53
Bill	04/25/2024	05/06/2024	Trash - Library	20.1250 - Trash Removal	Library Department	7.99
Bill	04/25/2024	05/06/2024	Gas, Water, Sewer - Office	20.1090 - Gas, Water, & Wastev	General Fund	29.25
Bill	04/25/2024	05/06/2024	Trash - Office	20.1250 - Trash Removal	General Fund	7.99
Bill	04/25/2024	05/06/2024	Trash - Trail (on City office stmt)	20.1250 - Trash Removal	Pheasant Ridge Trail	7.99
Bill	04/25/2024	05/06/2024	Water - Park	20.1090 - Gas, Water, & Wastev	Park Department	19.00
Bill	04/25/2024	05/06/2024	Trash - Park	20.1250 - Trash Removal	Park Department	31.96
Bill	04/25/2024	05/06/2024	Water - Recreation	20.1090 - Gas, Water, & Wastev	Recreation Departme	0.63
Bill	04/25/2024	05/06/2024	Trash - Recreation	20.1250 - Trash Removal	Recreation Departme	63.92
Bill	04/25/2024	05/06/2024	Gas, Water, Sewer - RV Park	20.1090 - Gas, Water, & Wastev	RV Park Fund	57.95
Bill	04/25/2024	05/06/2024	Trash - RV Park	20.1250 - Trash Removal	RV Park Fund	142.88
Bill	04/25/2024	05/06/2024	Gas, Water, Sewer - Workshop	20.1090 - Gas, Water, & Wastev	Shop Department	346.19
Bill	04/25/2024	05/06/2024	Trash - Workshop	20.1250 - Trash Removal	Shop Department	64.50
Bill	04/25/2024	05/06/2024	Trash - Boat Dock (on Office Bill)	20.1250 - Trash Removal	Recreation Departme	7.99
Total City Alma Utilities						1,251.54
City of Alma Utilities-Glf						
Bill	04/25/2024	05/06/2024	Utilities	20.1090 - Gas, Water, & Wastev	Golf Fund	240.57
Bill	04/25/2024	05/06/2024	Trash	20.1250 - Trash Removal	Golf Fund	136.99
Total City of Alma Utilities-Glf						377.56
City of Holdrege						
Bill	04/23/2024	05/06/2024	Landfill fees	20.1250 - Trash Removal	Sanitation Departmer	376.74
Bill	04/26/2024	05/06/2024	Landfill fees	20.1250 - Trash Removal	Sanitation Departmer	241.85
Bill	04/17/2024	05/06/2024	Landfill fees	20.1250 - Trash Removal	Sanitation Departmer	352.96
Bill	04/19/2024	05/06/2024	Landfill fees	20.1250 - Trash Removal	Sanitation Departmer	243.49

MC TM CR JLN

City of Alma
Unpaid Claims by Vendor
 April 18,2024 thru May 6, 2024

Type	Date	Due Date	Memo	Account	Class	Amount
Bill	04/30/2024	05/06/2024	Landfill fees	20.1250 · Trash Removal	Sanitation Departmer	368.54
Bill	05/03/2024	05/06/2024	Landfill fees	20.1250 · Trash Removal	Sanitation Departmer	275.47
Total City of Holdrege						1,859.05
Diamond Exterminating, Inc.						
Bill	05/02/2024	05/06/2024	Pest Control - Johnson Center	20.1190 · Repairs & Maint. Build Community Buildings		45.00
Bill	05/02/2024	05/06/2024	Pest Control - Auditorium	20.1190 · Repairs & Maint. Build Community Buildings		45.00
Bill	05/02/2024	05/06/2024	Pest Control - City Office	20.1190 · Repairs & Maint. Build General Fund		45.00
Bill	05/02/2024	05/06/2024	Pest Control - Airport	20.1190 · Repairs & Maint. Build Airport Fund		45.00
Bill	05/02/2024	05/06/2024	Pest Control- RV Park	20.1190 · Repairs & Maint. Build RV Park Fund		20.00
Total Diamond Exterminating, Inc.						200.00
Elliott Equipment Co						
Bill	04/23/2024	05/06/2024	trash truck parts	20.1200 · Repairs & Maint. Equip Sanitation Departmer		927.03
Total Elliott Equipment Co						927.03
First National Bank Omaha-CC 0274						
Bill	04/01/2024	05/06/2024	USPS-Water Samples Postage	20.1160 · Postage & Freight Exp Water Utility Departmr		61.30
Bill	04/08/2024	05/06/2024	USPS-Water Samples Postage	20.1160 · Postage & Freight Exp Water Utility Departmr		30.65
Total First National Bank Omaha-CC 0274						91.95
First National Bank Omaha-CC 5410						
Bill	03/27/2024	05/06/2024	AmeraProducts-TP holders	20.1200 · Repairs & Maint. Equip Golf Fund		142.52
Bill	04/04/2024	05/06/2024	Amazon-rock for veteran's wall	50.2200 · Cap Outlay - Misc Imp General Fund		39.99
Bill	04/04/2024	05/06/2024	Amazon-replacement batteries	30.1110 · Small Tools Gas Utility Departmer		36.98
Bill	04/10/2024	05/06/2024	Amazon-shelving unit	30.1120 · Supplies Golf Fund		69.99
Bill	04/11/2024	05/06/2024	Amazon-wood stain for pelican	20.1210 · Repairs & Maint. Grou Community Buildings		76.85
Bill	04/13/2024	05/06/2024	Zoom subscription	20.1025 · Computer Services & General Fund		15.99
Bill	04/15/2024	05/06/2024	Amazon-safety pullover sweatshirt-Bow	20.1270 · Uniform Expense Sanitation Departmer		28.00
Bill	04/15/2024	05/06/2024	Amazon-safety pullover sweatshirt-Ken	20.1270 · Uniform Expense Gas Utility Departmer		24.95
Bill	04/16/2024	05/06/2024	USPS-envelopes w window	20.1160 · Postage & Freight Exp General Fund		168.77
Bill	04/16/2024	05/06/2024	USPS-envelopes w window	20.1160 · Postage & Freight Exp Gas Utility Departmer		168.77
Bill	04/16/2024	05/06/2024	USPS-envelopes w window	20.1160 · Postage & Freight Exp Water Utility Departmr		168.77

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City of Alma
Unpaid Claims by Vendor
 April 18,2024 thru May 6, 2024

Type	Date	Due Date	Memo	Account	Class	Amount
Bill	04/16/2024	05/06/2024	USPS-envelopes w window	20.1160 · Postage & Freight Exp	Wastewater Utility De	168.77
Bill	04/16/2024	05/06/2024	USPS-envelopes w window	20.1160 · Postage & Freight Exp	Sanitation Departmer	168.77
Bill	04/17/2024	05/06/2024	Amazon-mop-JC	30.1120 · Supplies	Community Buildings	27.77
Bill	04/17/2024	05/06/2024	Amazon-paper towels-office	30.1120 · Supplies	General Fund	41.69

Total First National Bank Omaha-CC 5410

1,348.58

First National Bank Omaha-CC 5623

Credit	04/25/2024		Amazon-books; refund on order 111-65	30.1020 · Books - Restricted	Library Department	(3.36)
Bill	03/29/2024	05/06/2024	Amazon-cardstock	30.1120 · Supplies	Library Department	14.29
Bill	03/30/2024	05/06/2024	Amazon-books	30.1020 · Books - Restricted	Library Department	27.00
Bill	04/01/2024	05/06/2024	Amazon-books	30.1020 · Books - Restricted	Library Department	86.47
Bill	04/08/2024	05/06/2024	Amazon-books	30.1020 · Books - Restricted	Library Department	35.37
Bill	04/15/2024	05/06/2024	Amazon-books	30.1020 · Books - Restricted	Library Department	48.98
Bill	04/16/2024	05/06/2024	Amazon-books	30.1020 · Books - Restricted	Library Department	10.54
Bill	04/16/2024	05/06/2024	Amazon-books	30.1020 · Books - Restricted	Library Department	16.94
Bill	04/19/2024	05/06/2024	Amazon-books	30.1020 · Books - Restricted	Library Department	271.37
Bill	04/22/2024	05/06/2024	Amazon-books	30.1020 · Books - Restricted	Library Department	52.95
Bill	04/22/2024	05/06/2024	Amazon-books	30.1020 · Books - Restricted	Library Department	164.55
Bill	04/22/2024	05/06/2024	Amazon-books	30.1020 · Books - Restricted	Library Department	14.70
Bill	04/22/2024	05/06/2024	Amazon-DVDs	30.1130 · Videos	Library Department	116.63
Bill	04/22/2024	05/06/2024	Amazon-books	30.1020 · Books - Restricted	Library Department	47.98

Total First National Bank Omaha-CC 5623

904.41

Frito Lay, Inc.

Bill	04/15/2024	05/06/2024	Chips and snacks Purchased	30.1044 · Purchases Food	Golf Fund	135.08
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Total Frito Lay, Inc.

135.08

Harlan County

Bill	05/01/2024	05/06/2024	Law Enforcement-May	20.1020 · Contractual Services	Police Protection Dep	3,468.00
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Total Harlan County

3,468.00

Hogeland's Market-37

Bill	04/27/2024	05/06/2024	paper towels	30.1120 · Supplies	General Fund	10.09
Bill	04/11/2024	05/06/2024	Aud-TP	30.1120 · Supplies	Community Buildings	6.99

Handwritten signatures: DMC, TM, CT, JC, and another signature.

City of Alma
Unpaid Claims by Vendor
 April 18,2024 thru May 6, 2024

Type	Date	Due Date	Memo	Account	Class	Amount
Bill	04/11/2024	05/06/2024	JC-TP	30.1120 · Supplies	Community Buildings	6.99
Bill	04/11/2024	05/06/2024	cleaning supplies, paper towels, TP	30.1120 · Supplies	Recreation Departme	50.72
Bill	04/26/2024	05/06/2024	cleaning supplies	30.1120 · Supplies	RV Park Fund	7.38
Bill	04/23/2024	05/06/2024	coffee	30.1120 · Supplies	General Fund	14.39
Bill	04/16/2024	05/06/2024	TP	30.1120 · Supplies	General Fund	20.49
Bill	04/13/2024	05/06/2024	cleaning supplies	30.1120 · Supplies	RV Park Fund	42.92
Total Hogeland's Market-37						159.97
Hogeland's Market-47						
Bill	05/02/2024	05/06/2024	cleaning supplies	30.1120 · Supplies	Golf Fund	100.36
Bill	05/02/2024	05/06/2024	limes, lemons, oranges	30.1044 · Purchases Food	Golf Fund	8.48
Bill	04/17/2024	05/06/2024	limes	30.1044 · Purchases Food	Golf Fund	3.54
Bill	04/16/2024	05/06/2024	cleaning supplies	30.1120 · Supplies	Golf Fund	33.33
Bill	04/16/2024	05/06/2024	olives, cranberries, pineapple, milk, OJ	30.1044 · Purchases Food	Golf Fund	102.86
Bill	04/16/2024	05/06/2024	pop purchase	03.4023 · Soda	Golf Fund	6.99
Bill	04/16/2024	05/06/2024	ginger ale, lemonade	30.1042 · Purchases Beverages	Golf Fund	46.25
Bill	04/14/2024	05/06/2024	pizzas, desserts	30.1044 · Purchases Food	Golf Fund	42.74
Bill	04/13/2024	05/06/2024	OJ	30.1042 · Purchases Beverages	Golf Fund	9.29
Bill	04/29/2024	05/06/2024	lemonade, ice tea	30.1042 · Purchases Beverages	Golf Fund	25.26
Bill	04/29/2024	05/06/2024	7up, root beer	30.1047 · Purchases Pop	Golf Fund	11.08
Bill	04/29/2024	05/06/2024	sugar	30.1120 · Supplies	Golf Fund	4.89
Total Hogeland's Market-47						395.07
Hometown Leasing						
Bill	05/01/2024	05/06/2024	Sharp Copy Machine	40.1100 · Equipment Rentals	General Fund	228.54
Total Hometown Leasing						228.54
J D Lumber						
Bill	04/10/2024	05/06/2024	repairs	20.1190 · Repairs & Maint. Build	Golf Fund	3.85
Bill	04/10/2024	05/06/2024	repairs	20.1190 · Repairs & Maint. Build	Golf Fund	442.07
Bill	04/15/2024	05/06/2024	repairs	20.1190 · Repairs & Maint. Build	Golf Fund	74.77
Bill	04/23/2024	05/06/2024	repairs	20.1190 · Repairs & Maint. Build	Golf Fund	23.28
Total J D Lumber						543.97

DKM TM CT [Signature]

City of Alma
Unpaid Claims by Vendor
 April 18,2024 thru May 6, 2024

	Type	Date	Due Date	Memo	Account	Class	Amount
Jennifer Roethke							
	Bill	04/03/2024	05/06/2024	Reimbursement - Summer Reading Wc	20.1260 · Travel & Meal Expens	Library Department	10.00
Total Jennifer Roethke							10.00
Keri Anderson							
	Bill	04/28/2024	05/06/2024	Book Purchase Reimbursement	30.1020 · Books - Restricted	Library Department	13.90
Total Keri Anderson							13.90
Main Street Variety-glf							
	Bill	04/26/2024	05/06/2024	cleaning supplies & candy	30.1120 · Supplies	Golf Fund	61.95
Total Main Street Variety-glf							61.95
Main Street Variety-gov't							
	Bill	04/26/2024	05/06/2024	Aud-hand soap	30.1120 · Supplies	Community Buildings	4.00
	Bill	04/26/2024	05/06/2024	JC-hand soap	30.1120 · Supplies	Community Buildings	5.99
Total Main Street Variety-gov't							9.99
Menards - Kearney							
	Bill	04/25/2024	05/06/2024	flex seal max 17oz	20.1200 · Repairs & Maint. Build RV Park Fund		31.68
Total Menards - Kearney							31.68
Midwest Spray Team & Sales							
	Bill	05/01/2024	05/06/2024	Vegetation Control Treatment - Shop gr	20.1210 · Repairs & Maint. Grou Shop Department		41.72
	Bill	05/01/2024	05/06/2024	Vegetation Control Treatment - Gazebo	20.1210 · Repairs & Maint. Grou Pheasant Ridge Trail		148.80
	Bill	05/01/2024	05/06/2024	Vegetation Control Treatment-Lift Static	20.1210 · Repairs & Maint. Grou Wastewater Utility De		83.44
	Bill	05/01/2024	05/06/2024	Vegetation Control Treatment-Airport	20.1210 · Repairs & Maint. Grou Airport Fund		287.16
	Bill	05/01/2024	05/06/2024	Vegetation Control Treatment-City Offic	20.1210 · Repairs & Maint. Grou General Fund		20.57
Total Midwest Spray Team & Sales							581.69
Midwest Turf							
	Bill	04/04/2024	05/06/2024	mower parts	20.1200 · Repairs & Maint. Equip Golf Fund		2,788.10
Total Midwest Turf							2,788.10
Nebr Mosquito & Vector Control Assoc.							
	Bill	05/02/2024	05/06/2024	6-6-24 Workshop Registration - Travis	20.1180 · Professional & School Street Department		45.00
Total Nebr Mosquito & Vector Control Assoc.							45.00

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City of Alma
Unpaid Claims by Vendor
 April 18,2024 thru May 6, 2024

Type	Date	Due Date	Memo	Account	Class	Amount
Nebraska Dept of Transportation (snow)						
Bill	04/19/2024	05/06/2024	2023 Snow Removal agreement - 64 Q	20.1225 · Repairs & Maint. Stree	Street Department	2,327.50
Total Nebraska Dept of Transportation (snow)						2,327.50
Nebraska Public Health Environmental Lab						
Bill	04/16/2024	05/06/2024	Nitrate, Coliform, Fluoride testing	20.1280 · Water Testing	Water Utility Departr	82.00
Total Nebraska Public Health Environmental Lab						82.00
Nebraska Public Power District						
Bill	04/22/2024	05/06/2024	32 N John; 4-12-24 thru 4-18-24	20.1040 · Electric Expense	General Fund	54.93
Total Nebraska Public Power District						54.93
Nebraska Public Power District, Gvt-3						
Bill	04/22/2024	05/06/2024	3-20-24 thru 4-18-24	20.1040 · Electric Expense	Wastewater Utility De	399.19
Bill	04/22/2024	05/06/2024	3-20-24 thru 4-18-24	20.1040 · Electric Expense	Wastewater Utility De	156.63
Bill	04/22/2024	05/06/2024	3-20-24 thru 4-18-24	20.1040 · Electric Expense	Water Utility Departr	476.52
Total Nebraska Public Power District, Gvt-3						1,032.34
Nebraska Public Power District,lby						
Bill	04/22/2024	05/06/2024	211010052496 April 2024	20.1040 · Electric Expense	Library Department	54.83
Total Nebraska Public Power District,lby						54.83
NEX-TECH						
Bill	05/01/2024	05/06/2024	MS Office 365	20.1025 · Computer Services & :	General Fund	274.05
Bill	05/01/2024	05/06/2024	Technology As a Service	20.1025 · Computer Services & :	General Fund	1,139.85
Bill	05/01/2024	05/06/2024	Network Security/Antivirus	20.1025 · Computer Services & :	General Fund	228.38
Bill	05/01/2024	05/06/2024	Off Site Backup	20.1025 · Computer Services & :	General Fund	60.90
Total NEX-TECH						1,703.18
Pinpoint						
Bill	05/01/2024	05/06/2024	Auditorium Internet	20.1102 · Internet Expense	Community Buildings	67.98
Total Pinpoint						67.98
Pinpoint-Gen						
Bill	05/01/2024	05/06/2024	City office	20.1102 · Internet Expense	General Fund	102.98
Total Pinpoint-Gen						102.98

City of Alma
Unpaid Claims by Vendor
 April 18, 2024 thru May 6, 2024

Type	Date	Due Date	Memo	Account	Class	Amount
Pinpoint-Glf						
Bill	05/01/2024	05/06/2024	Telephone-Golf	20.1240 · Telephone Expense	Golf Fund	52.72
Bill	05/01/2024	05/06/2024	Internet-Golf	20.1102 · Internet Expense	Golf Fund	67.98
Total Pinpoint-Glf						120.70
Pinpoint-Pool						
Bill	05/01/2024	05/06/2024	Internet-Pool	20.1102 · Internet Expense	Pool Department	44.99
Total Pinpoint-Pool						44.99
Pinpoint-RV						
Bill	05/01/2024	05/06/2024	Internet-RV	20.1102 · Internet Expense	RV Park Fund	135.59
Total Pinpoint-RV						135.59
Reliable Pest Control Services, Inc.						
Bill	05/03/2024	05/06/2024	Pest Control	20.1190 · Repairs & Maint. Build Library Department		90.00
Total Reliable Pest Control Services, Inc.						90.00
Rudy's Tire Alma						
Bill	05/01/2024	05/06/2024	new tires and balance	20.1200 · Repairs & Maint. Equip; Street Department		340.66
Total Rudy's Tire Alma						340.66
S & W Auto Parts-glf						
Bill	04/04/2024	05/06/2024	drill bits	30.1120 · Supplies	Golf Fund	15.98
Bill	04/16/2024	05/06/2024	flashlight, bateries, tools	30.1120 · Supplies	Golf Fund	41.37
Total S & W Auto Parts-glf						57.35
S & W Auto Parts-gov't						
Bill	04/29/2024	05/06/2024	motor oil 15W40, oil filter	20.1200 · Repairs & Maint. Equip; Sanitation Departmer		240.02
Bill	04/22/2024	05/06/2024	coupler for power washer	20.1200 · Repairs & Maint. Equip; Street Department		6.99
Bill	04/12/2024	05/06/2024	fuel filter	20.1200 · Repairs & Maint. Equip; Park Department		5.49
Bill	04/18/2024	05/06/2024	motor oil and filter-pickup	20.1200 · Repairs & Maint. Equip; Water Utility Departm		46.19
Total S & W Auto Parts-gov't						298.69
Stewart Tree Service.						
Bill	04/30/2024	05/06/2024	Trees & Stumps Removed by storage s	20.1210 · Repairs & Maint. Grou	Golf Fund	6,300.00
Total Stewart Tree Service.						6,300.00

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City of Alma
Unpaid Claims by Vendor
 April 18,2024 thru May 6, 2024

Type	Date	Due Date	Memo	Account	Class	Amount
TNT Tracy A. Weak						
Bill	04/25/2024	05/06/2024	Park Mowing - 2nd half of April	20.1020 · Contractual Services	Park Department	675.00
Bill	04/25/2024	05/06/2024	Ball Field mowing - Park Mowing - 2nd	20.1020 · Contractual Services	Street Department	1,300.00
Bill	04/25/2024	05/06/2024	South Street Mowing - Park Mowing - 2	20.1020 · Contractual Services	Street Department	725.00
Total TNT Tracy A. Weak						2,700.00
Trustworthy Hardware-glf						
Bill	04/03/2024	05/06/2024	screws, wshers, paint, keys, etc	30.1120 · Supplies	Golf Fund	84.85
Bill	04/17/2024	05/06/2024	power strip, velcro, paint, shovel	30.1120 · Supplies	Golf Fund	296.32
Total Trustworthy Hardware-glf						381.17
Trustworthy Hardware-gov't						
Bill	04/03/2024	05/06/2024	showerhead & supplies	30.1120 · Supplies	RV Park Fund	71.86
Bill	04/09/2024	05/06/2024	screws, clamps, lags	30.1120 · Supplies	Water Utility Departm	23.46
Bill	04/09/2024	05/06/2024	covers, conduit	30.1120 · Supplies	Shop Department	9.77
Bill	04/10/2024	05/06/2024	brush	30.1120 · Supplies	Park Department	4.99
Bill	04/25/2024	05/06/2024	bulbs, screws	30.1120 · Supplies	Sanitation Departmer	50.18
Bill	04/24/2024	05/06/2024	paint rollers	30.1120 · Supplies	Pool Department	16.17
Bill	04/26/2024	05/06/2024	moth balls	30.1120 · Supplies	Water Utility Departm	12.99
Bill	04/26/2024	05/06/2024	supplies	30.1120 · Supplies	Street Department	33.98
Total Trustworthy Hardware-gov't						223.40
U. S. Postmaster						
Bill	05/03/2024	05/03/2024	Newsletter postage	20.1036 · Ec. Development * Ne	General Fund	226.75
Total U. S. Postmaster						226.75
Vadim - USTI						
Bill	04/15/2024	05/06/2024	E-Billing Monthly Transaction fee (bills €	20.1025 · Computer Services & : Gas Utility Departme		6.82
Bill	04/15/2024	05/06/2024	E-Billing Monthly Transaction fee (bills €	20.1025 · Computer Services & : Water Utility Departm		6.82
Bill	04/15/2024	05/06/2024	E-Billing Monthly Transaction fee (bills €	20.1025 · Computer Services & : Wastewater Utility De		6.82
Bill	04/15/2024	05/06/2024	E-Billing Monthly Transaction fee (bills €	20.1025 · Computer Services & : Sanitation Departmer		6.82
Bill	04/15/2024	05/06/2024	E-Billing Monthly Transaction fee (bills €	20.1025 · Computer Services & : Gas Utility Departme		3.44
Bill	04/15/2024	05/06/2024	E-Billing Monthly Transaction fee (bills €	20.1025 · Computer Services & : Water Utility Departm		3.44

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City of Alma
Unpaid Claims by Vendor
 April 18,2024 thru May 6, 2024

Type	Date	Due Date	Memo	Account	Class	Amount
Bill	04/15/2024	05/06/2024	E-Billing Monthly Transaction fee (bills	20.1025 · Computer Services &	Wastewater Utility De	3.44
Bill	04/15/2024	05/06/2024	E-Billing Monthly Transaction fee (bills	20.1025 · Computer Services &	Sanitation Departme	3.44
Total Vadim - USTI						<u>41.04</u>
Van Diest Supply company						
Bill	04/30/2024	05/06/2024	15-2.5Gal Anvil 2+2 Uiv-Mosquito Spra	30.1030 · Chemicals	Street Department	1,518.75
Bill	04/30/2024	05/06/2024	Fertilizer-Barricade	30.1030 · Chemicals	Recreation Departme	296.40
Bill	04/30/2024	05/06/2024	Fertilizer-Barricade	30.1030 · Chemicals	Park Department	296.40
Bill	04/30/2024	05/06/2024	Herbicide	30.1030 · Chemicals	Recreation Departme	369.60
Bill	04/30/2024	05/06/2024	Herbicide	30.1030 · Chemicals	Park Department	369.60
Bill	04/30/2024	05/06/2024	Roundup	30.1030 · Chemicals	Recreation Departme	109.75
Bill	04/30/2024	05/06/2024	Roundup	30.1030 · Chemicals	Park Department	109.75
Total Van Diest Supply company						<u>3,070.25</u>
Vestis (Aramark Uniform Services)						
Bill	05/01/2024	05/06/2024	laundry bag	30.1120 · Supplies	Shop Department	1.65
Bill	05/01/2024	05/06/2024	Uniforms-Russ	20.1270 · Uniform Expense	Gas Utility Departme	6.16
Bill	05/01/2024	05/06/2024	Uniforms - Kent	20.1270 · Uniform Expense	Gas Utility Departme	6.16
Bill	05/01/2024	05/06/2024	Uniforms - Travis	20.1270 · Uniform Expense	Street Department	6.16
Bill	05/01/2024	05/06/2024	Uniforms - Scott	20.1270 · Uniform Expense	Water Utility Departr	3.08
Bill	05/01/2024	05/06/2024	Uniforms - Jeff	20.1270 · Uniform Expense	Gas Utility Departme	6.16
Bill	05/01/2024	05/06/2024	Service Charge	20.1270 · Uniform Expense	General Fund	7.66
Bill	05/01/2024	05/06/2024	Mops	30.1120 · Supplies	Community Buildings	12.00
Bill	05/01/2024	05/06/2024	EasyCare Charge	20.1150 · Miscellaneous Other E	General Fund	11.88
Bill	05/01/2024	05/06/2024	dust mop	30.1120 · Supplies	Community Buildings	33.93
Bill	04/24/2024	05/06/2024	laundry bag	30.1120 · Supplies	Shop Department	1.65
Bill	04/24/2024	05/06/2024	Uniforms-Russ	20.1270 · Uniform Expense	Gas Utility Departme	6.16
Bill	04/24/2024	05/06/2024	Uniforms - Kent	20.1270 · Uniform Expense	Gas Utility Departme	7.28
Bill	04/24/2024	05/06/2024	Uniforms - Travis	20.1270 · Uniform Expense	Street Department	6.16
Bill	04/24/2024	05/06/2024	Uniforms - Scott	20.1270 · Uniform Expense	Water Utility Departr	3.08
Bill	04/24/2024	05/06/2024	Uniforms - Jeff	20.1270 · Uniform Expense	Gas Utility Departme	48.16
Bill	04/24/2024	05/06/2024	Service Charge	20.1270 · Uniform Expense	General Fund	7.66

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City of Alma
Unpaid Claims by Vendor
 April 18,2024 thru May 6, 2024

Type	Date	Due Date	Memo	Account	Class	Amount
Bill	04/24/2024	05/06/2024	Mops	30.1120 · Supplies	Community Buildings	12.00
Bill	04/24/2024	05/06/2024	EasyCare Charge	20.1150 · Miscellaneous Other E	General Fund	12.36
Bill	04/17/2024	05/06/2024	laundry bag	30.1120 · Supplies	Shop Department	1.65
Bill	04/17/2024	05/06/2024	Uniforms-Russ	20.1270 · Uniform Expense	Gas Utility Departme	6.16
Bill	04/17/2024	05/06/2024	Uniforms - Kent	20.1270 · Uniform Expense	Gas Utility Departme	19.28
Bill	04/17/2024	05/06/2024	Uniforms - Travis	20.1270 · Uniform Expense	Street Department	6.16
Bill	04/17/2024	05/06/2024	Uniforms - Scott	20.1270 · Uniform Expense	Water Utility Departm	3.08
Bill	04/17/2024	05/06/2024	Uniforms - Jeff	20.1270 · Uniform Expense	Gas Utility Departme	57.00
Bill	04/17/2024	05/06/2024	Service Charge	20.1270 · Uniform Expense	General Fund	7.66
Bill	04/17/2024	05/06/2024	Mops	30.1120 · Supplies	Community Buildings	12.00
Bill	04/17/2024	05/06/2024	EasyCare Charge	20.1150 · Miscellaneous Other E	General Fund	9.72
Total Vestis (Aramark Uniform Services)						322.06
Vyve Broadband						
Bill	05/01/2024	05/06/2024	TV-City-May	20.1102 · Internet Expense	General Fund	15.00
Total Vyve Broadband						15.00
Wayne Dietz						
Bill	05/02/2024	05/06/2024	marking Janet Rentzell's grave	03.4100 · Miscellaneous Other Ir	General Fund	40.00
Total Wayne Dietz						40.00
Woodward's Disposal Service						
Bill	04/20/2024	05/06/2024	Delivery Fees 4-30 yd roll off	20.1016 · City Wide Clean Up	Sanitation Departme	900.00
Bill	04/20/2024	05/06/2024	Landfill/Dumping fees	20.1016 · City Wide Clean Up	Sanitation Departme	5,870.72
Total Woodward's Disposal Service						6,770.72

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City of Alma
Unpaid Claims by Vendor
 April 18,2024 thru May 6, 2024


Type	Date	Due Date	Memo	Account	Class	Amount
EFT'S						
Eagle Distributing of Grand Island	04/11/2024	04/11/2024	Beer	30.1041 - Purchases Beer	Golf Fund	270.40
Eagle Distributing of Grand Island	04/18/2024	04/18/2024	Beer	30.1041 - Purchases Beer	Golf Fund	753.20
Eagle Distributing of Grand Island	05/02/2024	05/02/2024	Beer	30.1041 - Purchases Beer	Golf Fund	533.20
Johnson Brothers of Nebraska	04/24/2024	05/24/2024	Liquor	30.1045 - Purchases Liquor	Golf Fund	1,065.82
Nebraskaland Distributors	04/17/2024	04/17/2024	Beer	30.1041 - Purchases Beer	Golf Fund	131.99
Nebraskaland Distributors	05/01/2024	05/01/2024	Beer	30.1041 - Purchases Beer	Golf Fund	115.80
Nebraskaland Distributors	05/01/2024	05/01/2024	Beer	30.1041 - Purchases Beer	Golf Fund	81.50
Nebraskaland Distributors	05/01/2024	05/01/2024	Beer	30.1041 - Purchases Beer	Golf Fund	575.51
Republic National Distributing Co	04/24/2024	05/24/2024	Liquor	30.1045 - Purchases Liquor	Golf Fund	1,343.54
Southern Glazer's of NE	04/24/2024	05/24/2024	Liquor	30.1045 - Purchases Liquor	Golf Fund	1,699.65
TSYS Merchant Solutions	04/01/2024	04/01/2024	Credit Card Fees - Mar	20.1029 - Credit Card Transactic General Fund		110.59
TSYS Merchant Solutions	04/01/2024	04/01/2024	Credit Card Fees - Mar	20.1029 - Credit Card Transactic Gas Utility Departme		110.59
TSYS Merchant Solutions	04/01/2024	04/01/2024	Credit Card Fees - Mar	20.1029 - Credit Card Transactic Water Utility Departm		110.59
TSYS Merchant Solutions	04/01/2024	04/01/2024	Credit Card Fees - Mar	20.1029 - Credit Card Transactic Wastewater Dept		110.60
TSYS Merchant Solutions	04/01/2024	04/01/2024	Credit Card Fees - Mar	20.1029 - Credit Card Transactic Sanitation Dept		110.60
The Payment Group	04/30/2024	04/30/2024	Credit Card Fees - Apr	20.1029 - Credit Card Transactic Gas Utility Departme		65.67
The Payment Group	04/30/2024	04/30/2024	Credit Card Fees - Apr	20.1029 - Credit Card Transactic Water Utility Departm		66.77
The Payment Group	04/30/2024	04/30/2024	Credit Card Fees - Apr	20.1029 - Credit Card Transactic Wastewater Dept		66.79
The Payment Group	04/30/2024	04/30/2024	Credit Card Fees - Apr	20.1029 - Credit Card Transactic Sanitation Dept		66.76
						7,389.57


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City of Alma
Unpaid Claims by Vendor
 April 18, 2024 thru May 6, 2024


Type	Date	Due Date	Memo	Account	Class	Amount
PAYROLL & BENEFITS	04/25/2024	04/25/2024	Payroll & Benefits		Gas Utility Department	8,625.96
	04/25/2024	04/25/2024	Payroll & Benefits		General Fund	143.91
	04/25/2024	04/25/2024	Payroll & Benefits		Golf Fund	4,843.12
	04/25/2024	04/25/2024	Payroll & Benefits		Library Department	2,184.98
	04/25/2024	04/25/2024	Payroll & Benefits		Sanitation Dept	1,995.37
	04/25/2024	04/25/2024	Payroll & Benefits		Street Department	2,774.13
	04/25/2024	04/25/2024	Payroll & Benefits		Water Utility Departm	4,646.31
Total Expenditures						5/6/2024 <u>81,676.33</u>



 Mayor Hal Haeker


 Councilwoman Dyann Collins


 Councilman Tom Moulton


 Councilman Chris Tripe


 Councilman Larry Casper

MC FT JH

City of Alma
 First Meeting Treasurer's Report
 re : Quickbooks Actual Balances - not reconciled
 April 30, 2024

Cash & CD's	Interest Rate	Maturity Date	4/30/2024	3/29/2024	INC/DEC
Petty Cash			\$ 300.00	\$ 300.00	\$ -
City of Alma Checking - 0410			\$ 1,982,346.93	\$ 1,945,496.59	\$ 36,850.34
Municipal Golf Checking/Comm. Bank - 957		(as of 4/27)	\$ 42,538.94	\$ 43,795.10	\$ (1,256.16)
CDBG Housing Rehab. - 2920			\$ 19,732.57	\$ 19,384.97	\$ 347.60
Hospital Sinking Fund Savings - 5320			\$ 12,062.85	\$ 10,379.24	\$ 1,683.61
CRA Checking - 2010			\$ 15,765.79	\$ 15,757.11	\$ 8.68
Credit Card Banking - 3010			\$ 16,608.01	\$ 36,479.23	\$ (19,871.22)
Subtotal			<u>\$ 2,089,355.09</u>	<u>\$ 2,071,592.24</u>	<u>\$ 17,762.85</u>
Community Bank CD 417024 5 mo.	5.00%	8/6/2024	\$ 80,000.00	\$ 80,000.00	\$ -
Banner Capital Bank CD 45750 18 mo.	4.00%	7/9/2024	\$ 111,584.74	\$ 110,482.94	\$ 1,101.80
Banner Capital Bank CD 48218 18 mo.	4.00%	7/9/2024	\$ 111,584.74	\$ 110,482.94	\$ 1,101.80
Banner Capital Bank CD 47002 18 mo.	4.00%	7/13/2024	\$ 110,815.61	\$ 109,721.40	\$ 1,094.21
Banner Capital Bank CD 40499 12 mo.	5.50%	10/11/2024	\$ 51,405.17	\$ 50,709.82	\$ 695.35
Banner Capital Bank CD 47033 12 mo.	5.50%	10/11/2024	\$ 51,405.17	\$ 50,709.82	\$ 695.35
Banner Capital Bank CD 7595 24 mo.	4.50%	4/7/2026	\$ 40,000.00	\$ 40,000.00	\$ -
First State Bank CD 410310 11 mo.	5.50%	8/14/2024	\$ 105,160.34	\$ 105,160.34	\$ -
First State Bank CD 310411 6 mo. Hospital	4.91%	9/28/2024	\$ 246,193.03	\$ 235,796.85	\$ 10,396.18
First State Bank CD 40026 12 mo.	5.50%	10/27/2024	\$ 214,083.39	\$ 211,195.32	\$ 2,888.07
First State Bank CD 410328 13 mo.	5.50%	3/5/2025	\$ 106,972.81	\$ 106,972.81	\$ -
First State Bank CD 410329 13 mo.	5.50%	3/5/2025	\$ 106,972.81	\$ 106,972.81	\$ -
First State Bank CD 410330 13 mo.	5.50%	3/5/2025	\$ 111,753.43	\$ 111,753.43	\$ -
First State Bank CD 410331 13 mo.	5.50%	3/5/2025	\$ 52,280.04	\$ 52,280.04	\$ -
CD Total			<u>\$ 1,500,211.28</u>	<u>\$ 1,482,238.52</u>	<u>\$ 17,972.76</u>
			<u>\$ 3,211,587.28</u>	<u>\$ 3,175,851.67</u>	<u>\$ 35,735.61</u>
Debt					
Golf Clubhouse - CB #60233 / 0233-10	4.00%	7/15/2025	\$ 10,576.67	\$ 10,576.67	\$ -
Pool Slide - BCB #607271004	2.99%	9/14/2024	\$ 23,952.18	\$ 23,952.18	\$ -
Sewer Relocate Forcemain w/DEQ	1.50%	6/15/2037	\$ 93,396.69	\$ 93,396.69	\$ -
Sanitation Truck CB #0233-51469	1.89%	8/15/2026	\$ 91,648.58	\$ 91,648.58	\$ -
Street Sweeper - Kinetic Leasing	3.00%	12/1/2025	\$ 89,350.41	\$ 89,350.41	\$ -
Swimming Pool Bond	3.055% Ave	6/15/2034	\$ 1,145,000.00	\$ 1,145,000.00	\$ -
Wastewater Bond	2.407% Ave	6/15/2034	\$ 185,000.00	\$ 185,000.00	\$ -
Various Purpose - Annex & Subdivision	3.25% Ave	6/15/2039	\$ 765,000.00	\$ 765,000.00	\$ -
Street Improvement Bond - Brown Street	3.26% Ave	9/1/2026	\$ 48,000.00	\$ 48,000.00	\$ -
Street Improvement Bond - South St	.620% % Avt	4/15/2028	\$ 155,000.00	\$ 190,000.00	\$ (35,000.00)
			<u>\$ 2,606,924.53</u>	<u>\$ 2,641,924.53</u>	<u>\$ (35,000.00)</u>

**City of Alma
A/R Aging Summary**

As of April 30, 2024

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Andrew Miller	0.00	0.00	0.00	100.00	0.00	100.00
CDBG owner	111.42	0.00	0.00	0.00	0.00	111.42
Austin Molzahn.	0.00	0.00	0.00	100.00	0.00	100.00
CDBG owner	93.98	0.00	0.00	0.00	0.00	93.98
CDBG owner	125.00	0.00	0.00	0.00	0.00	125.00
LeRoy's Tree Service	0.00	0.00	0.00	100.00	0.00	100.00
Matt Harrison	110.00	0.00	0.00	0.00	0.00	110.00
Multi Line Claims	0.00	7,146.83	0.00	0.00	0.00	7,146.83
Roger Tischner	185.00	0.00	0.00	0.00	0.00	185.00
Schofield & Sons Hauling	0.00	0.00	0.00	100.00	0.00	100.00
Turnbull Land Recovery.	0.00	0.00	0.00	0.00	100.00	100.00
Westerbeck Construction.	0.00	0.00	0.00	100.00	0.00	100.00
TOTAL	625.40	7,146.83	0.00	500.00	100.00	8,372.23

City of Alma
By Fiscal Year
Monthly Water Sales & Usage

	\$	Usage
October '21	\$ 26,496.40	8218
November '21	\$ 17,659.21	3483
December '21	\$ 17,262.62	3323
January '22	\$ 16,170.42	2735
February '22	\$ 16,107.81	2725
March '22	\$ 16,756.60	3048
April '22	\$ 23,372.25	6586
May '22	\$ 19,887.71	8110
June '22	\$ 33,483.00	12048
July '22	\$ 43,537.12	17602
August '22	\$ 41,617.60	14605
September '22	\$ 34,738.77	12738
	\$ 307,089.51	95221

Budget **\$ 280,000.00**

	\$	Usage
October '22	\$ 28,072.99	9054
November '22	\$ 18,823.10	4040
December '22	\$ 16,660.80	2935
January '23	\$ 17,250.06	3259
February '23	\$ 16,283.07	2730
March '23	\$ 16,102.65	2636
April '23	\$ 19,499.93	4512
May '23	\$ 32,467.27	10536
June '23	\$ 32,528.35	8188
July '23	\$ 34,281.03	9020
August '23	\$ 43,203.92	13266
September '23	\$ 36,347.48	10457
	\$ 311,520.65	80633

Budget **\$ 280,000.00**

	\$	Usage
October '23	\$ 30,390.85	7594
November '23	\$ 19,826.01	3149
December '23	\$ 18,497.62	2566
January '24	\$ 18,273.32	2489
February '24	\$ 19,319.88	3042
March '24	\$ 17,694.26	2227
April '24	\$ 22,256.48	4293
May '24		
June '24		
July '24		
August '24		
September '24		
	\$ 146,258.42	25360

Budget **\$ 315,000.00**

Water Rate

New Water Rates have been in effect since June 25, 2023

\$19.00 Customer Charge

2.10 per 1,000 gal

** Amounts are in month they are read, not billed.*

Includes taxes

**City of Alma
By Fiscal Year
Monthly Gas Sales & Usage**

	\$	Usage
October '21	\$ 25,743.71	15893
November '21	\$ 48,234.21	38747
December '21	\$ 71,971.11	65144
January '22	\$ 96,627.05	87721
February '22	\$ 89,930.18	79486
March '22	\$ 70,428.15	60249
April '22	\$ 50,004.78	38896
May '22	\$ 29,199.49	18868
June '22	\$ 21,233.54	10911
July '22	\$ 18,200.65	9113
August '22	\$ 19,022.52	9142
September '22	\$ 18,986.77	9445
	\$ 559,582.16	443615

Budget \$ 550,000.00

	\$	Usage
October '22	\$ 27,750.18	19051
November '22	\$ 60,216.83	47158
December '22	\$ 102,233.03	89850
January '23	\$ 121,127.64	90714
February '23	\$ 111,851.75	85655
March '23	\$ 73,011.93	64825
April '23	\$ 42,633.47	36554
May '23	\$ 28,015.07	20695
June '23	\$ 17,376.32	9387
July '23	\$ 17,890.75	9366
August '23	\$ 17,117.97	8651
September '23	\$ 17,032.34	9496
	\$ 636,257.28	491402

Budget \$ 530,000.00

	\$	Usage
October '23	\$ 22,050.56	13521
November '23	\$ 60,445.98	49681
December '23	\$ 74,089.13	62574
January '24	\$ 111,434.45	98716
February '24	\$ 76,746.35	63982
March '24	\$ 55,549.09	44904
April '24	\$ 44,981.05	33775
May '24		
June '24		
July '24		
August '24		
September '24		
	\$ 445,296.61	367153

Budget \$ 550,000.00

Average Gas Rates

October '21	1.0470
November '21	0.9820
December '21	0.9290
January '22	0.9530
February '22	0.9740
March '22	0.9790
April '22	1.0180
May '22	1.0540
June '22	1.1260
July '22	1.0260
August '22	1.1170
September '22	1.0870

October '22	0.9770
November '22	0.9980
December '22	0.9920
January '23	1.1780
February '23	1.1460
March '23	0.9450
April '23	0.8920
May '23	0.9030
June '23	0.9120
July '23	0.9640
August '23	0.9620
September '23	0.9730

	Residential	General Services
October '23		0.9600
November '23		0.9960
December '23		0.9950
January '24		0.9890
February '24		1.0140
March '24		0.9980
April '24	1.0060	1.0610
May '24		
June '24		
July '24		
August '24		
September '24		

**Customer Charge restructured October 1, 2014 - \$12.25 Residential, \$28.70 Commercial
Changed Billing Periods from 15th to 15th to 25th to 25th in October 2016.**

** Amounts are in month they are read, not billed.*

Includes Taxes

City of Alma
Utility Billing Balances as of April 25, 2024

Past Due

1-0080-2008	Mighty Tidy	24.74
1-0530-3530	Jim & Lorie Nicolaus	30.00
1-0560-0056	First State Bank	68.63
1-0790-1790	Bradley Whitson	312.26
1-0810-6810	Cindy Boehler	40.00
1-1530-0001	Larry & Carole Beins	0.04
1-1600-1160	Michael Waldo	9.75
2-1880-0858	Dave Madsen	0.38
2-2060-1206	Rich & Lora Chandler	30.00
2-2230-0223	Shanda Fischer	10.11
2-2250-4225	Michelle Lewis	25.00
2-2510-0225	Jeanette Contreras Gerald Schr	300.00
2-2810-1257	Ray Ruskamp	26.62
2-2980-2900	Janet Rentzell	18.93
2-3450-0350	Aaron Roland	30.00
3-4250-1425	Sam & Chelsey Sutton	12.52
3-4280-0428	Judy Sims	53.22
3-4310-1159	Harlan County Health System	30.00
3-5035-1503	Dollar General #17021	13.73
4-5880-1558	Jessica Stemper	30.00
4-5890-3589B	Andrea McAleese	24.68
4-5920-0592	Reid Boston	30.00
4-5930-0593	Tim & Laura Miller	228.44
4-6140-3614	Brandon Johnson	67.06
4-6160-6616	Brian Wolfe	4.97
4-6170-7617	Steven Ardiana	25.00
4-6625-0662	Robert Driscoll	25.70
4-6850-1162	Michael Wortman	30.00

\$ 1,501.78

Disc/Lien

1-0300-0091	Kurt Peterson	358.74
4-6905-2690	Erin Gehrig	180.10

\$ 538.84

Collections

1-1170-1243O	Eric Sealander	287.79
1-139D-4139C	Kacie Boydston	319.38
2-1860-0186C	Kristine Osborne	176.47
2-1980-3198C	Shawn Anderson	151.98
2-2000-1200C	Morgan Hoppe	100.99
2-2450-0002C	Jesse Goracke	238.79
2-2570-0800C	Chad & Leslie Mickel	254.52
2-2810-1176C	Shawn Harrison	607.97
2-2950-1125C	Janet Rockey	3327.23
2-3040-0833C	Brenda Zimmerman	136.18
2-3260-1189C	Mark Mazuch	4.38
3-4390-0440C	Heidi Knox	150.99
3-4420-1172C	Denise Wolf	581.45
3-4450-0001C	Dan Marcum	69.55
3-4550-0460C	Courtney Noland	60.17
3-4630-0001C	Harlan County Auto & Bo	299.81
3-4760-1199C	Theresa White	1383.78
3-4980-2498C	Benders Motorcycle Sen	202.76
4-6170-5617C	Jesse Hughes	11.59
4-6180-0001C	Richard Carter	8.67
4-6410-0125C	Ted Aregi	522.59
4-6560-1257C	Mark Stead	448.94
4-6650-0665C	Scott Haeker	352.71
4-7180-1225C	Shiela Nielsen	474.72
	Marilyn Anderson	146.43
	Shawn Feam	272.30
	Allsa Kovar	636.92
	Heidi Mackey	487.01
	Bobby McCarley	277.77
	Jamie Miller	740.83
	Shannon Palmer	45.63
	Cathy Swenson	417.89
	Joe Voyles	749.61

\$ 13,947.80

Past Due

1,501.78

Liens

13,947.80

Budget

1,248.03

\$ 16,697.61

CITY OF ALMA

APPLICATION FOR CONDITIONAL USE PERMIT

Conditional Use Permit No. _____

Address or location 11492 Cornhusker Rd

Receipt No. CU# 2041 Fee \$50.00 Date 2-6-24

Under the provisions of Section 6 of the City of Alma Zoning Regulations the undersigned hereby applies for a Conditional Use Permit to:

Install 11.8 kW Solar
System

On the property described as: Montgomery lots 1-6 SE 1/4 33-2-18

Lot _____ Block _____ Addition _____

Proposed development of the property is shown on plans attached hereto. Type and proposed use is as follows:

Generate Supplement Solar
Electric

NAME Steve Duennerman ADDRESS 11492 Cornhusker Rd

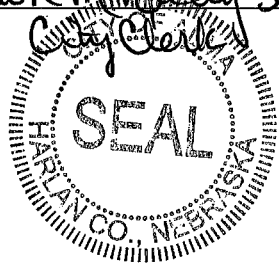
Telephone 3082387019 SIGNED [Signature]
Applicant

DATE OF PLANNING COMMISSION HEARING: April 18, 2024

Approved Dawn Mendenhall 4-18-24
City Clerk Denied _____

DATE OF CITY COUNCIL HEARING: _____

Approved Dawn Mendenhall 5-6-24
City Clerk Denied _____



[Signature]
Zoning Administrator

Paid 50.00 3-5-24 #2041



City of Alma
Application for Permit page 1

Date of Application: 2-27 2024 Date when work will be done: 7-1 2024
Name of Homeowner: Steve Dummer Phone Number: 308 238 5019
Address of Project: 11492 Cornhusker Rd Alma
Name of Contractor: Self

(Mark all that apply to your construction)

Demolition Permit

Business or Commercial Building **\$50.00** Yes No
Residential or Accessory Building **\$20.00** Yes No

Fence Permit

Fence Permit Fee: **\$20.00** Yes No

Street Curb Removal, Driveway, and/or Sidewalk Permit

Street Curb Removal Permit Fee: **\$10.00** Yes No
Driveway Permit Fee: **\$10.00** Yes No
Sidewalk Permit Fee: **\$10.00** Yes No

Sewer Tap Permit

Sewer Tap Permit Fee: **\$25.00** Yes No

Water Tap

Water Tap: Yes No
Fee Based on Cost of Material to make Tap - Plus - Cost of Water Meter \$ _____

New Construction

Residential/Accessory Buildings: \$.06/sq ft, plus \$.03/sq ft for all floors above second floor \$ _____
All other buildings/structures: \$.08/sq ft first 10,000 sq ft, \$.06/sq ft above 10,000 sq ft \$ _____
Minimum \$20.00

Total Application Fee: \$ _____
Signature of Zoning Administrator: _____

Paid 5000 3-5-24 #204 Conditional Use Permit



City of Alma
APPLICATION FOR ZONING PERMIT

Date: _____

(Please complete form to the best of you and/or your contractor's knowledge.) Appendix 10.A

APPLICANT INFORMATION: Application # _____

NAME: Steve Duennerman PHONE #: 308 238 5019 (office use only)

APPLICANT'S MAILING ADDRESS: 11492 Cornhusker Feb ALMA

PERMIT FOR: (circle one) New Construction Re-Construct Addition Demolition Change of Use
Other Specify: _____

Brief Description of Proposed Work: Installation 11,9 kW Solar Array

CONTRACTOR'S NAME & PHONE # Self

CURRENT STATUS OF PROPERTY

LEGAL ADDRESS OF PROPERTY: _____ Street, Lot(s) _____ Block _____ of Original Town or _____ Addition to the City of Alma, Nebraska or <u>Brookwood 4 lots 1-6 SE 1/4</u> Section <u>73</u> Township 2 Range 18 West of the 6 th PM	
Number of Structures on lot _____	Lot Dimensions: _____ x _____ = _____ sq. ft.
Total square feet of structures on lot _____	Zoning District: _____
SET BACK(S) (in feet).	FRONT YARD _____ SIDE YARDS _____ and _____ REAR YARD _____

PROPOSED PROJECT INFORMATION:

Add House or Structure: Intended Use _____
(A zoning permit issued for a new residential dwelling includes the condition that the first owner of such dwelling shall be responsible for installation of sidewalks along all street frontages upon completion of construction of such dwelling)
Dimensions: _____ x _____ Total Sq. Feet _____ Height _____ No. of stories _____

Basement Material: poured block wood _____ Building Plans Submitted: _____ sets

Garage: 3-Car _____ Double _____ Single _____ Carport _____ Plumber _____

Estimated Cost \$ _____ Estimated Date of Completion: _____

I hereby certify that the above statements are correct and that if a Zoning/Building Permit is issued, all work will be done in accordance with then conditions of ordinances of the approval indicated in this Permit and all applicable ordinances of the City of Alma, Nebraska.

Signature of Applicant

City of Alma
APPLICATION FOR ZONING PERMIT

Date: _____

ZONING REQUIREMENTS

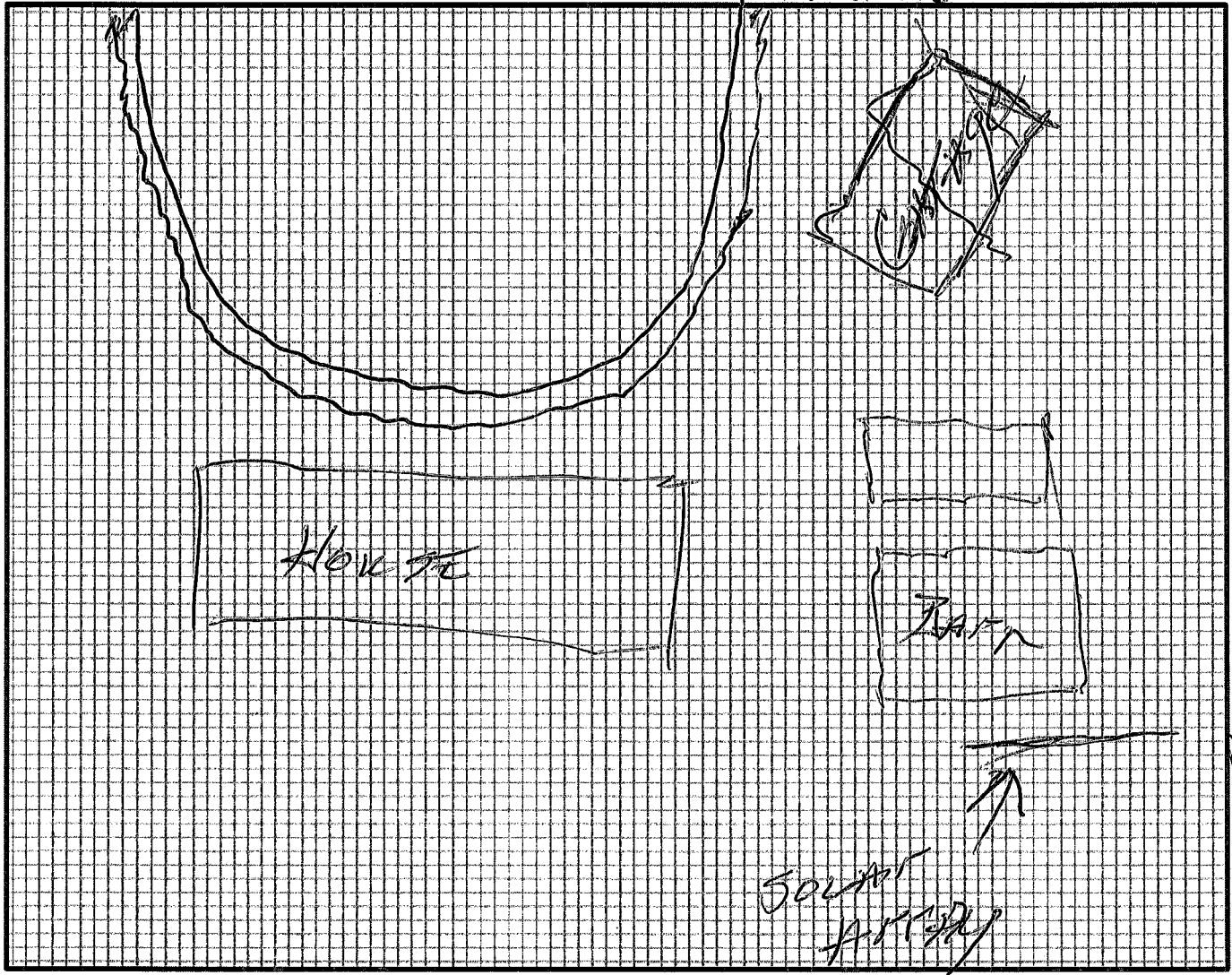
Sketch a site plan in the space below of the use / building / addition proposed which indicates ALL of the following:

- A. Dimensions of the lot(s) on which the proposed use / building / addition is proposed to be located,
- B. The location and size of the proposed use / building / addition on the lot,
- C. The name of all streets adjoining the property and the distances from the rights-of-way of all such streets,
- D. The distances of the use / building / addition from the property lines of property under different ownership,
- E. The location of the driveway(s) which will serve the property,
- F. IF the use is to be served by a private well and on-site sewage disposal system, indicated to location of such private well and on-site sewage disposal system (septic tank and wellfield),
- G. IF the proposed use is commercial, industrial or other non-residential use, indicate the number, location and size of all off-street parking spaces to be provided, the location of loading area(s), the proposed type, location, height and size of any signs to be installed and the type, location and height of any fences proposed.

NORTH



Commercial





Parcel Information	
Parcel ID	200020500
Links	Photo #1 Sketch #1
Area #	
Current Owner	DUENNERMAN REVOCABLE TRUST
Additional Owner(s)	C/O STEVEN L. & SHARON L. DUENNERMAN
Mailing Address	11494 CORNHUSKER ROAD ALMA, NE 68920-0000
Situs Address	11494 CORNHUSKER RD
Tax District	020
School District	1100 (ALMA SCHOOL-GENERAL)
Legal Description	MONTGOMERY LOTS 1-6 IN FCL. SE1/4 33-2-18
Class	Single Family

Current Value Information			
Land Value	Dwelling Value	Improvement Value	Total Value
\$35,880	\$124,053	\$48,851	\$208,784

Prior Year Value Information				
Year	Land Value	Dwelling Value	Improvement Value	Total Value
2022	\$22,250	\$128,486	\$59,705	\$210,441
2021	\$22,250	\$99,670	\$38,480	\$160,400
2020	\$22,250	\$99,670	\$38,480	\$160,400
2019	\$28,160	\$99,670	\$38,480	\$166,310

Sales Information					
Sale Date	Sale Price	Book & Page	Seller	Buyer	Other Parcels
09/24/2020	\$0.00	68 / 585	DUENNERMAN REVOCABLE TRUST	DUENNERMAN REVOCABLE TRUST	
09/24/2020	\$300,000.00	68 / 544	SCHOFIELD, WILLIAM E.	DUENNERMAN REVOCABLE TRUST	



Residential Building Information			
Occupancy Code	101 (Single-Family / Owner Occupied)	Condition Code	Above Normal
Year Built	1996	Rooms Above Ground	0
Style	Mfd Home (Multi-Section)	Rooms Below Ground	0
Main Area	1,792	Bedroom #	3
Total Living Area	1,792	Bathroom #	3
Length	64	Foundation	None
Width	28	Exterior Walls	Vinyl Lap
Basement	Full	Roof	Comp Shingle
Basement Area	1792.0000	Interior Walls	None
Bsmt Floor Adj	42,820	Flooring	None
Heating	Yes	Architectural Design	N/A
AC	Yes	Single Siding	No
Attic	None		

Plumbing			
Style	Count	Fixtures	Bathrooms
Base Fixtures	6	6	1.5
Additional Fixtures	6	6	1.5
		12	3

Deck and Patio	
Style	SF Area
Concrete Patio	176
Asph/Wd Roof OH	176
Wood Deck	678
Asph/Wd Roof OH	678

Land Information		
Lot Basis	Square Feet	Acres
Acres x Rate	243,936	5.60

Commercial Building Information	
Occupancy Code	601 (Metal Warehouse - Rigid Steel Frame)
Label	
GBA	1,800
Year Built	1996

2/27/2024

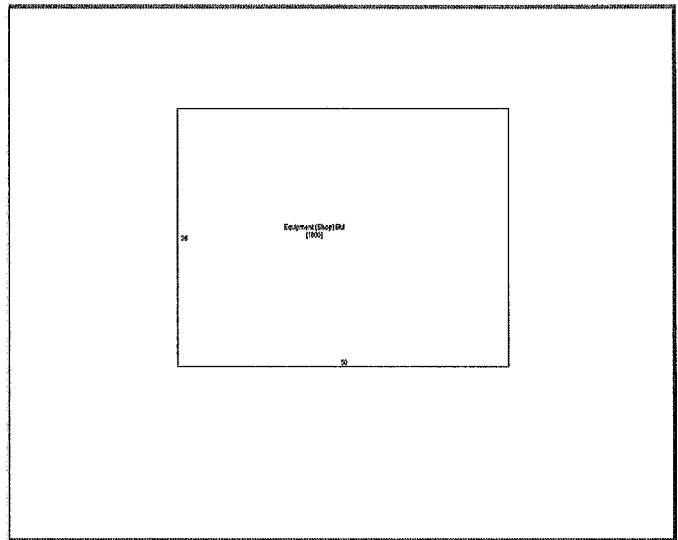
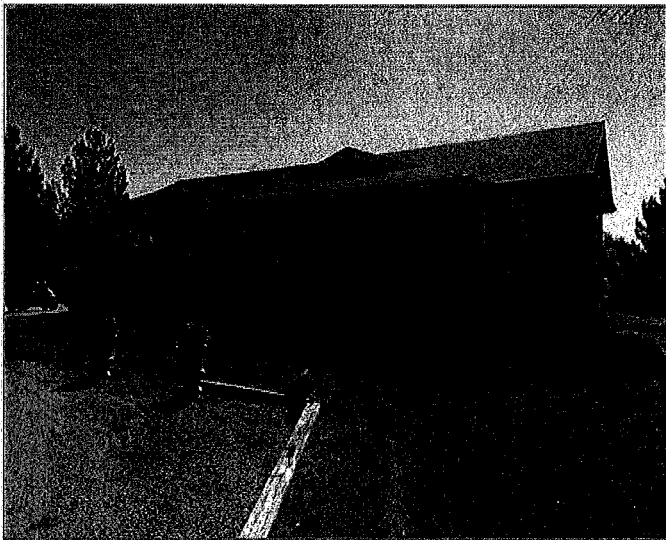
Harlan County Assessor



Miscellaneous Improvements		
Improvement	Year	Units
Base Fixtures	N/A	6
Additional Fixtures	N/A	6
Living Qtrs. (Multi)	N/A	Table
Concrete Patio	N/A	176
Asph/Wd Roof OH	N/A	176
Wood Deck	N/A	678
Asph/Wd Roof OH	N/A	678
Det Frame	1994	768
Det Frame	1960	768

Outbuilding Data						
ID #	Description	Year	Length	Width	Area	Units
0	LEAN-TO-	2000	0.00	0.00	650.00	0
1	LEAN-TO-	2000	0.00	0.00	416.00	0
2	LEAN-TO-	2000	0.00	0.00	416.00	0

Photo



Thank you for taking the time to review our offer on 32 John Street! My name is Brooke Langley owner of Langley Photography. I started my business in May of 2019, then dove in as a full-time photographer in January 2023. Since then, my business has grown to where I am needing more space.

My plans for the building will be a photography studio and special event rental space. Keeping the space as multi-purpose as possible.

We plan to update the interior of the building and repair but keep exterior as original as possible.

Interior repairs would include insulation, electrical, flooring, lighting, windows and doors.

Thanks again for reviewing our offer and we hope to hear back from you!

Brooke Langley



THIS IS A LEGALLY BINDING AGREEMENT. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.
 The REALTOR® negotiating this Agreement is a member of the Nebraska REALTORS® Association
 and as such is governed by its Code of Ethics and Rules and Regulations.



COMMERCIAL
 PURCHASE AGREEMENT

Country Road Realty PO BOX 725, Alma, NE 68920 04/15/2024
 (Firm and address) (date)

Agency Confirmation: The following agency relationship(s) are hereby confirmed for this transaction.

Agent: Renee' Schnuerle
 of Country Road Realty (company)
 308-470-0104 (agent's cell)

Is the agent of: Seller exclusively Buyer exclusively both the Buyer and Seller (Limited Dual Agent)

Agent: _____
 of _____ (company)
 _____ (agent's cell)

Is the agent of: Seller exclusively Buyer exclusively both the Buyer and Seller (Limited Dual Agent)

The undersigned, as Buyer, agrees to purchase the following property on the following terms:

1. Address: 32 John Street, Alma, NE 68920

2. Legal Description:

FCL LOTS 9-12 BLOCK 11 ORIGINAL, City of Alma, Harlan County, Nebraska

 (Property)

3. Personal Property. If checked, the purchase price includes all furniture and furnishings and any other personal property owned by Seller and used in the operation of the property per attached signed inventory, receipt of which is hereby acknowledged. The inventory is hereby made an integral part of this Agreement upon its execution by both parties. Said personal property is to be transferred by Bill of Sale in favor of Buyer at closing.

Including all fixtures and equipment permanently attached to Property owned by Seller provided Seller has a marketable title in fee simple. The only personal property included is as follows:

reception desk

4. Price. Buyer agrees to pay \$45,000, allocated \$_____ for land and buildings and \$_____ for the personal property, on the following terms: an earnest money deposit of \$1,000 at this time as shown by the receipt herein. If paid by check, it will be cashed. If the selling broker is other than the listing broker the earnest money will be transferred to the listing broker upon acceptance. All monies shall be deposited in a trust account, to be held until the time of closing or until transferred to an escrow agent by Agreement of Buyer and Seller. Balance to be paid as shown in the following Paragraph(s) # _____:

A. Cash at Closing - No Financing Being Required: Balance of \$_____ shall be paid in cash, or by certified or cashier's check at time of closing. Buyer to provide Seller a letter from a government regulated depository showing evidence of said funds within 10 calendar days of acceptance of this offer or this offer shall be null and void with the earnest money forfeited to the Seller.

B. Conditional Upon Loan: Balance of \$44,000 shall be paid in cash, or certified or cashier's check at time of delivery of deed, contingent upon Buyer's ability to obtain a loan, to be secured by first mortgage or deed of trust, on above described Property in the amount of \$_____ on the following terms: initial interest not exceeding _____% per annum; amortized over not less than _____ years; points not to exceed _____. Loan origination and all service fees shall be paid

Seller _____ Buyer ASL
 Date _____ Date 4-16-2024
 formsimplicity

by Buyer. Buyer agrees to make application for the loan within 10 days of acceptance of this offer, sign all papers, pay all costs, except as provided herein, and to establish escrow reserves for taxes and insurance if required by Lender. If processing of the application has not been completed by the lending agency by the closing date stated elsewhere in this Agreement, such time limit shall be automatically extended until the lending agency has, in the normal course of its business, advised either approval or rejection. Seller may cancel this Agreement any time after 30 unless Buyer shall have previously provided to Seller a copy of Buyer's written, non-contingent loan approval from a government regulated lender.

5. Title. Seller agrees to convey marketable title to Buyer by warranty deed or equivalent _____ free and clear of all liens, encumbrances, special assessments levied or assessed and subject to all easements and restrictions or covenants now of record. Buyer shall be furnished a current title insurance commitment before closing and a title insurance policy insuring good and marketable title. The cost of the title insurance shall be paid as follows:

- Title Insurance policy paid by: (select one) Seller Buyer Divided equally
- Lenders Policy paid by: (select one) Seller Buyer Divided equally
- Endorsements paid by: (select one) Seller Buyer Divided equally

6. Real Estate Taxes/Prorations. Seller shall pay all taxes to and including 06/03/2024 (date). Taxes for the calendar year 2023, together with interest, rents, prepaid services, and other expenses of the property, if any, shall be prorated to the date of possession/closing. Taxes shall be prorated on the basis of the county assessor's valuation at the date of closing and the most recently certified mill levy.

7. Compliance with Law. Seller shall comply with all federal, state and local laws applicable to the sale or transfer of the property, including but not limited to installing smoke detectors or providing inspections.

8. Maintenance/Repairs/Replacements, Cost to Seller. Seller agrees to maintain the property in its condition on the date hereof until initial delivery of possession which maintenance shall include, but not be limited to, the building, lawn, parking lot, heating, air conditioning, water heater, sewer, plumbing, electrical system, and any appliances.

9. Due Diligence. This agreement is contingent upon Buyers satisfaction of the property after the opportunity for inspections. Buyer, or any designee, at Buyer's expense (or as otherwise agreed), shall have the right to any inspections desired of the real estate and personal property to be sold hereunder on or before _____ (date) (the "inspection deadline"). Buyer shall give written notice to the Seller of any unsatisfactory conditions of the property or rescission of this agreement on or before _____ days after the inspection deadline (the "rescission deadline"). If the Buyer fails to notify the Seller of any unsatisfactory conditions or rescission by such deadline, Buyer agrees to accept the property in its condition on the inspection deadline. If such a notice of unsatisfactory condition is received by the Seller as set forth above, this Agreement shall terminate _____ days after the rescission deadline (the "settlement deadline") unless Seller and Buyer have agreed to a settlement in writing or Buyer has waived such condition in writing.

If checked, Buyer requests a termite and wood destroying insect inspection of the property and all buildings thereon at Buyer's expense. Should evidence of termites or wood destroying insects be found, the property shall be treated at Seller's expense by a commercially licensed applicator who has met the certification requirement of the Nebraska Pesticide Act for treatment of termites and wood destroying insects. Buyer agrees to accept the treated property. If visible evidence of previously treated infestation, which is now inactive, is found, treatment shall not be required. Should damage from such insects be found, the damage shall be corrected at Seller's expense. However, if the cost required for repairs exceeds 1% of the purchase price, either Seller or Buyer may rescind this Agreement.

10. Utilities. Seller agrees to have the following utilities turned on, if not currently on, for inspections and/or appraisal.

- Electric Gas Water Other _____

11. Access to Property. Seller shall provide reasonable access to Buyer, Buyer's inspectors or agents to timely fulfill this Agreement and to representatives of Buyer's Lender to accommodate financing.

12. Condition of Property. Seller represents (1) that to the best of Seller's knowledge, there are no defects in the property that are not readily ascertainable and which significantly affect the desirability or value of the property, or which the Seller has not disclosed to Buyer in writing dated _____ and (2) that Seller has no notice of violations of any local state or federal laws, rules and regulations relating to the property.

If checked, a disclosure is attached.

Seller _____
Date _____

Buyer [Signature] _____
Date 4-15-2024
form simplicity

20. **Income/Expense.** If checked, the purchase is subject to Buyer's inspection and approval of the operating statement of the premises. Promptly after execution hereof Seller shall provide a statement of rental income and expenses for the premises which Seller shall warrant as true and correct. Such inspection shall be treated as an inspection above. Buyer agrees to keep such statement confidential. Buyer agrees to use such statement only for the purpose of analysis of a purchase of the premises.

21. **Service Contracts.** Seller agrees to provide to Buyer a copy of any service and/or equipment contracts with respect to the property which extend beyond closing. Buyer agrees to assume such contracts.

22. **Environmental.** If checked, the purchase is contingent upon the satisfactory environmental quality of the Property. On or before the inspection deadline, Buyer may request a Phase I environmental review at Buyer's expense which shall be promptly ordered by Buyer or Buyer's Agent. If the results raise a question of environmental quality, Buyer may request further study and delay closing as necessary, accept the property as is or rescind the Agreement. If further study is requested, Buyer shall have ten days after receipt of the study results to accept the property as is or rescind this Agreement. Copies of all requests for environmental investigation and the results thereof shall be provided to both Buyer and Seller. If the environmental investigation is not completed by _____ (date), either party may rescind this Agreement.

23. **Use.** If checked, Buyer intends to use the premises for a specific purpose. Buyer may rescind this Agreement on or before the rescission deadline if Buyer determines that zoning or land use restriction prohibits such intended use. The purpose is as follows:

photography studio & special event rental space

24. **Acceptance Date.** This offer is null and void if not accepted by Seller on or before 05/10/2024 (date) at 8 o'clock pm.

25. **Counterparts, E-Mail and Fax Transmission:** This Agreement may be executed in one or more counterparts, each of which is deemed to be an original hereof, and all of which shall together constitute one and the same instrument. The facsimile or e-mail transmission of a signed copy hereof or any counter offer to the other party or their agent with confirmation of transmission shall constitute delivery. The parties agree to confirm delivery by mail or personal delivery of a signed copy to the other party or their agent.

26. **Other Provisions.**

27. **Addenda.** The attached addenda shall be made a part of the Purchase Agreement. (List Addenda)

(Seller /) (Buyer /)

28. **Mediation and Arbitration.** [If checked]

(a) **Disputes.** The term "Dispute" shall include, without limitation, any controversy, complaint, dispute, claim or disagreement relating to or arising out of the brokerage relationship or the construction, interpretation, enforcement, or breach of the terms of this Agreement or any actions of the parties or their agents in the sale and purchase of the described property including claims of misrepresentation and claims under §21-2120 (Seller Property Condition Disclosure) of the Nebraska Revised Statutes.

(b) **Mediation.** In the event of any Dispute, any party to the Dispute may seek non-binding mediation in an attempt to resolve the Dispute by giving 15 days written notice of a request for such mediation to all other parties to the Dispute. The request for mediation must be made within 360 days after the party making the request knew, or exercising reasonable diligence and care, should have known, of the Dispute. In no case shall such request be made after the statute of limitations on a civil suit based on the Dispute would have run. Such mediation shall be held in Nebraska. Such mediation may be administered by the American Arbitration Association and shall be conducted according to the American Arbitration Association's Commercial Rules-Real Estate Industry Arbitration Rules (Including a Mediation Alternative) or such other mediation service versed in real estate practices of the locality.

(c) **Arbitration.** Any Dispute that is not resolved by informal settlement or mediation shall be resolved exclusively by binding arbitration. Such arbitration shall be held in Nebraska. Such arbitration may be administered by the American Arbitration Association or such other arbitration provider agreed to by the parties. It shall be conducted according to the American Arbitration Association's Commercial Rules-Real Estate Industry Arbitration Rules (Including a Mediation Alternative). The arbiter(s) shall apply Nebraska substantive and procedural law to the arbitration proceeding. Arbitration shall be commenced by written demand made by any one or more of the parties to the Dispute given to all other parties to the Dispute. The demand for arbitration must be

Seller / Buyer /
Date _____ Date 4-15-2024
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13. **Risk of Loss.** Risk of loss or damage to Property, prior to closing date, shall be the responsibility of Seller. If, prior to closing, the Property is materially damaged by fire, explosion or any other cause, Buyer shall have the right: i) to require the premises to be restored to the condition at execution hereof; ii) to adjust the price to the value subject to the damage; or iii) to rescind this Agreement.

14. **Possession and Closing.** Closing of the sale shall be on 06/03/2024 (date) or within _____ days after loan approval, whichever shall last occur. Possession of Property shall be given on 06/03/2024 (date) but not before closing. This Agreement shall in no manner be construed to convey Property or to give any right of possession. Buyer shall have the right to make a final inspection of Property prior to closing to ascertain that all conditions of this Agreement have been met. Time is of the essence in this Agreement.

15. **Escrow Closing.** Buyer and Seller agree that the closing of the sale may be handled by an escrow agent. If so, the listing broker is authorized to transfer to the escrow agent the earnest money, other trust funds received by the listing broker and all documents and other items received by the listing broker in connection with the sale. After the transfer, the listing broker shall have no further responsibility or liability to Buyer or Seller to account for funds or preparation of documents in connection with the closing of the sale. Escrow agent will not be required to disburse funds or deliver or record any documents until it has received certified funds or other good, sufficient and collected funds, and all conditions, terms and provisions of this Agreement have been satisfied, performed and met. Escrow Agent shall be Harlan County Abstract (Title Company) and escrow closing charges shall be paid as follows: 50/50 buyer & seller

16. **Rescission, Termination or Default.** If Buyer fails to consummate this purchase according to the terms of this Agreement, Seller may, at Seller's option, retain the earnest money as liquidated damages for such failure, or utilize such other legal remedies as are available to Seller by reason of such failure. If this Agreement is rescinded or terminated by either party without fault as allowed hereby, each party shall bear his or her costs and the earnest money shall be refunded.

17. **Foreign Investment and Real Property Tax Act (FIRPTA).** The Foreign Investment and Real Property Tax Act requires a Buyer of real property to withhold ten percent (10%) of the sale price and to deposit that amount with the Internal Revenue Service upon closing, if the Seller is a foreign person, foreign corporation or partnership, or non-resident alien, unless the property qualifies for an exemption under the Act. Unless it is established that the transaction is exempt because the purchase price is \$300,000 or less and the Buyer intends to use the property as his primary residence, Seller agrees to: (a) Provide Broker with a Non-Foreign Seller Affidavit (PPC Form 101-V) stating under penalty of perjury that Seller is not a foreign person; or (b) Provide Broker with a Certificate from the Internal Revenue Service establishing that no federal income tax withholding is required; or (c) Subparagraphs (a) or (b) to be provided to Buyer within _____ days of acceptance or Seller consents to withholding ten percent (10%) from the sale proceeds, to be deposited with the Internal Revenue Service.

18. **Tax Deferred Exchange.** In the event the Seller wishes to enter into a tax deferred exchange for the real property described herein, or if Buyer wishes to enter into a tax deferred exchange with respect to property owned by him in connection with this transaction, each of the parties agrees to cooperate with the other party in connection with such exchange, including the execution of such documents as may be reasonably necessary to effectuate the same. Provided that: (a) The other party shall not be obligated to delay the closing, (b) All additional costs in connection with the exchange should be borne by the party requesting the exchange, and (c) The other party shall not be obligated to execute any note, contract, deed, or other document providing for any personal liability which would survive the exchange, nor shall the other party be obligated to take title to any property other than the property described in this Agreement. The other party shall be indemnified and held harmless against any liability which arises or is claimed to have arisen on account of the acquisition of the exchange property.

19. **Rights of Persons in Possession.** If checked, this property is sold subject to the rights of persons in possession. Rents shall be prorated to date of closing. Security deposits, advance rentals or considerations involving future lease credits shall be credited to Buyer. Buyer acknowledges that trade fixtures located in the premises may belong to tenants and may be removed upon the conclusion of the tenancy.

If checked, purchase is subject to Buyer's inspection and approval of the leases which shall be treated as an inspection above. Promptly after execution hereof, Seller shall provide Buyer with copies of all leases and rental Agreements, notices to or from tenants, claims made to or by tenants, a statement of rents owing and damage or security deposits held and a summary of all oral Agreements with tenants which affect the operation or ownership of the premises. Seller shall warrant the foregoing disclosures as true and correct.

Seller agrees that no changes in the existing leases or rental Agreements shall be made nor new leases or rental Agreements entered into nor shall any substantial repairs or alterations be commenced without the express written consent of the Buyer. Buyers' obligations hereunder are conditioned upon receipt at closing of an estoppel certificate from each tenant acknowledging that the lease or rental Agreement is in effect, that no lessor default exists, and stating the amount of any prepaid rent or deposits.

Seller _____
Date _____

Buyer [Signature]
Date 7/8-15-2024

in writing and must be given by personal delivery or certified mail, return receipt requested, within 360 days after the party making the demand knew, or exercising reasonable diligence and care, should have known, of the Dispute. Notwithstanding the previous sentence, in the case that the parties unsuccessfully attempt mediation to resolve a Dispute, the demand for arbitration shall be made within 60 days of the final mediation session. However, in no case shall such demand be made after the statute of limitations on a civil suit based on the Dispute would have run. The prevailing party shall be entitled to costs and fees of the arbitration and, in the discretion of the arbitrator who shall take into account the relative merits of the opponent's case, the arbiter may award attorney's fees to the prevailing party. In determining prevailing party, prevailing party shall be that party for whom the result most closely, in the arbiter's opinion, resembles that party's last offer for settlement of the controversy.

(d) Provisional Remedies. The filing of a judicial action to enable the reporting of a notice of pending action, for order of attachment, receivership, injunction, or other like provisional remedies, shall not constitute a waiver of mediation or arbitration under this provision, nor shall it constitute a breach of the duty to arbitrate.

(e) Exclusions. The terms of paragraph 28 shall not apply to:

- (1) Any complaint of violation of the Code of Ethics of the National Association of REALTORS®;
- (2) Foreclosure or other action or proceeding to enforce a deed of trust, mortgage or land contract; or
- (3) The filing or enforcement of a construction or similar lien including a commercial broker's lien.
- (4) An action filed and held in "Small Claims Court" as defined in Neb. Rev. Stat. 25-2801 to 25-2804, provided, however, any attempt to transfer a matter filed in small claims court to county court shall be subject to paragraph 28.

(f) Waiver. BY SIGNING THIS PURCHASE AGREEMENT, THE PARTIES AGREE THAT EVERY DISPUTE DESCRIBED ABOVE THAT IS NOT RESOLVED BY INFORMAL SETTLEMENT OR MEDIATION WILL BE DECIDED EXCLUSIVELY BY ARBITRATION AND THAT ANY ARBITRATION DECISION WILL BE FINAL AND BINDING. THE PARTIES AGREE THAT THEY WILL RECEIVE ALL THE RIGHTS AND BENEFITS OF ARBITRATION, BUT ARE GIVING UP RIGHTS THEY MIGHT HAVE TO LITIGATE THOSE CLAIMS AND DISPUTES IN A COURT OR JURY TRIAL, OR TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS IN CONNECTION WITH ANY SUCH DISPUTES. NO PARTY TO THIS AGREEMENT SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION, OR TO INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN ANY PRIVATE ATTORNEY GENERAL CAPACITY.

29. Entire Agreement. This document contains the entire Agreement of the parties and supercedes all prior Agreements or representations oral or written with respect to the Property which are not expressly set forth herein or incorporated herein by reference. This Agreement may be modified only by a writing signed and dated by both parties. All express representations and warranties shall survive closing. Both parties acknowledge that they have not relied on any statements of the real estate agent or broker which are not herein expressed except

30. Authority to Sign. The undersigned Seller(s) and Buyer(s) each represent and warrant that they are duly empowered and/or authorized, whether individually, on behalf of any entity or as a fiduciary, to enter into this Purchase Agreement and create a valid and binding contract. Seller represents all parties required to transfer title to the Property are parties to this contract.

IF PARAGRAPH 28 IS CHECKED, THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES

BUYER 

BUYER 

ADDRESS 70902 9 Road Republican City ZIP 68971 PHONE 308-470-1406

NAMES FOR DEED: JBES, LLC

Check one: JTWROS Tenants in common Other _____

Check one: Husband and Wife Single Person Other _____

Page 5 of 7 Seller  Buyer 

©2018 Nebraska REALTORS® Association Date _____ Date 4-15-2024

RECEIPT FOR EARNEST MONEY

RECEIVED FROM: _____ the sum of \$ _____ by
 check cash other _____ to apply to the purchase price of the
Property on terms and conditions as stated. In the event this offer is not accepted by the Seller of the Property within the time specified
the earnest money shall be refunded.

REALTOR® By: _____

Complete only one of A, B or C below:

A: Acceptance of All Terms: Seller accepts all of the terms of the above Agreement and agrees to perform all of its terms.

IF PARAGRAPH 28 IS CHECKED, THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES

Seller _____ Date _____
Seller _____ Date _____

B: Counter Offer #1 By Seller: In response to the above Purchase Agreement dated _____ for the sale of the Property,
all of the terms and conditions of the Purchase Agreement are accepted and shall remain the same with the exception of the following:

[Large empty rectangular box for counter offer details]

This Counter Offer shall expire _____ (date), at _____ o'clock _____ (hour in the time zone of the office
of the Seller's agent) and be automatically null and void unless, prior to the time of expiration, Buyer's written acceptance is delivered
to the Seller's Limited Agent or their Broker's office or the Seller.

If this Counter Offer is accepted, the Purchase Agreement as amended by this Counter Offer shall become a contract between the parties.

Seller reserves the right to withdraw this Counter Offer prior to acceptance. Withdrawal shall be complete if verbal notification of
withdrawal is made to the Buyer's Agent or Broker of the Buyer's Agent or Buyer before the delivery of Buyer's written acceptance.

Seller _____ Date _____ Seller _____ Date _____

accept reject this Counter Offer _____ (date), at _____ o'clock _____

Buyer _____ Date _____ Buyer _____ Date _____

C: Rejection: The foregoing offer is rejected.

Seller _____ Date _____ Seller _____ Date _____

Seller _____ Date _____

Buyer [Signature] Date 4-15-2024
formCmplicity

RECEIPTS FOR FULLY EXECUTED PURCHASE AGREEMENT

Buyer acknowledges receipt of executed copy of this Agreement.

Buyer	Date

Buyer	Date

Seller acknowledges receipt of executed copy of this Agreement.

Seller	Date

Seller	Date

Seller

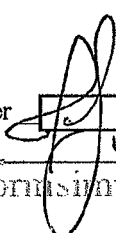
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Date

Buyer

--	--

Date


4-15-2024
formsimplicity



THIS IS A LEGALLY BINDING AGREEMENT. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.
 The REALTOR® negotiating this Agreement is a member of the Nebraska REALTORS® Association
 and as such is governed by its Code of Ethics and Rules and Regulations.



**COMMERCIAL
PURCHASE AGREEMENT**

Country Road Realty
(Firm and address)

PO BOX 725 Alma, NE

05/01/2024
(date)

Agency Confirmation: The following agency relationship(s) are hereby confirmed for this transaction.

Agent: Renee' Schnuerle

of Country Road Realty *(company)*

308-470-0104 *(agent's cell)*

Is the agent of: Seller exclusively Buyer exclusively both the Buyer and Seller (Limited Dual Agent)

Agent: _____
 of _____ *(company)*
 _____ *(agent's cell)*

Is the agent of: Seller exclusively Buyer exclusively both the Buyer and Seller (Limited Dual Agent)

The undersigned, as Buyer, agrees to purchase the following property on the following terms:

1. Address: 32 John Street, Alma, NE 68920

2. Legal Description:

FCL. LOTS 9-12 BLOCK 11 Original, City of Alma, Harlan County, Nebraska

(Property)

3. Personal Property. If checked, the purchase price includes all furniture and furnishings and any other personal property owned by Seller and used in the operation of the property per attached signed inventory, receipt of which is hereby acknowledged. The inventory is hereby made an integral part of this Agreement upon its execution by both parties. Said personal property is to be transferred by Bill of Sale in favor of Buyer at closing.

Including all fixtures and equipment permanently attached to Property owned by Seller provided Seller has a marketable title in fee simple. The only personal property included is as follows:

4. Price. Buyer agrees to pay \$ 35,000, allocated \$ _____ for land and buildings and \$ _____ for the personal property, on the following terms: an earnest money deposit of \$ 1,000 at this time as shown by the receipt herein. If paid by check, it will be cashed. If the selling broker is other than the listing broker the earnest money will be transferred to the listing broker upon acceptance. All monies shall be deposited in a trust account, to be held until the time of closing or until transferred to an escrow agent by Agreement of Buyer and Seller. Balance to be paid as shown in the following Paragraph(s) # _____:

A. Cash at Closing - No Financing Being Required: Balance of \$ 34,000 shall be paid in cash, or by certified or cashier's check at time of closing. Buyer to provide Seller a letter from a government regulated depository showing evidence of said funds within 10 calendar days of acceptance of this offer or this offer shall be null and void with the earnest money forfeited to the Seller.

B. Conditional Upon Loan: Balance of \$ _____ shall be paid in cash, or certified or cashier's check at time of delivery of deed, contingent upon Buyer's ability to obtain a loan, to be secured by first mortgage or deed of trust, on above described Property in the amount of \$ _____ on the following terms: initial interest not exceeding _____ % per annum; amortized over not less than _____ years; points not to exceed _____. Loan origination and all service fees shall be paid

Seller _____ Buyer _____
 Date _____ Date 5-1-24

by Buyer. Buyer agrees to make application for the loan within _____ days of acceptance of this offer, sign all papers, pay all costs, except as provided herein, and to establish escrow reserves for taxes and insurance if required by Lender. If processing of the application has not been completed by the lending agency by the closing date stated elsewhere in this Agreement, such time limit shall be automatically extended until the lending agency has, in the normal course of its business, advised either approval or rejection. Seller may cancel this Agreement any time after _____ unless Buyer shall have previously provided to Seller a copy of Buyer's written, non-contingent loan approval from a government regulated lender.

5. Title. Seller agrees to convey marketable title to Buyer by warranty deed or equivalent _____ free and clear of all liens, encumbrances, special assessments levied or assessed and subject to all easements and restrictions or covenants now of record. Buyer shall be furnished a current title insurance commitment before closing and a title insurance policy insuring good and marketable title. The cost of the title insurance shall be paid as follows:

- Title Insurance policy paid by: (select one) Seller Buyer Divided equally
- Lenders Policy paid by: (select one) Seller Buyer Divided equally
- Endorsements paid by: (select one) Seller Buyer Divided equally

6. Real Estate Taxes/Prorations. Seller shall pay all taxes to and including 06/03/2024 (date). Taxes for the calendar year 2023 _____, together with interest, rents, prepaid services, and other expenses of the property, if any, shall be prorated to the date of possession/closing. Taxes shall be prorated on the basis of the county assessor's valuation at the date of closing and the most recently certified mill levy.

7. Compliance with Law. Seller shall comply with all federal, state and local laws applicable to the sale or transfer of the property, including but not limited to installing smoke detectors or providing inspections.

8. Maintenance/Repairs/Replacements, Cost to Seller. Seller agrees to maintain the property in its condition on the date hereof until initial delivery of possession which maintenance shall include, but not be limited to, the building, lawn, parking lot, heating, air conditioning, water heater, sewer, plumbing, electrical system, and any appliances.

9. Due Diligence. This agreement is contingent upon Buyers satisfaction of the property after the opportunity for inspections. Buyer, or any designee, at Buyer's expense (or as otherwise agreed), shall have the right to any inspections desired of the real estate and personal property to be sold hereunder on or before _____ (date) (the "inspection deadline"). Buyer shall give written notice to the Seller of any unsatisfactory conditions of the property or rescission of this agreement on or before _____ days after the inspection deadline (the "rescission deadline"). If the Buyer fails to notify the Seller of any unsatisfactory conditions or rescission by such deadline, Buyer agrees to accept the property in its condition on the inspection deadline. If such a notice of unsatisfactory condition is received by the Seller as set forth above, this Agreement shall terminate _____ days after the rescission deadline (the "settlement deadline") unless Seller and Buyer have agreed to a settlement in writing or Buyer has waived such condition in writing.

If checked, Buyer requests a termite and wood destroying insect inspection of the property and all buildings thereon at Buyer's expense. Should evidence of termites or wood destroying insects be found, the property shall be treated at Seller's expense by a commercially licensed applicator who has met the certification requirement of the Nebraska Pesticide Act for treatment of termites and wood destroying insects. Buyer agrees to accept the treated property. If visible evidence of previously treated infestation, which is now inactive, is found, treatment shall not be required. Should damage from such insects be found, the damage shall be corrected at Seller's expense. However, if the cost required for repairs exceeds 1% of the purchase price, either Seller or Buyer may rescind this Agreement.

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- Electric Gas Water Other _____

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If checked, a disclosure is attached.

13. **Risk of Loss.** Risk of loss or damage to Property, prior to closing date, shall be the responsibility of Seller. If, prior to closing, the Property is materially damaged by fire, explosion or any other cause, Buyer shall have the right: i) to require the premises to be restored to the condition at execution hereof; ii) to adjust the price to the value subject to the damage; or iii) to rescind this Agreement.

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16. **Rescission, Termination or Default.** If Buyer fails to consummate this purchase according to the terms of this Agreement, Seller may, at Seller's option, retain the earnest money as liquidated damages for such failure, or utilize such other legal remedies as are available to Seller by reason of such failure. If this Agreement is rescinded or terminated by either party without fault as allowed hereby, each party shall bear his or her costs and the earnest money shall be refunded.

17. **Foreign Investment and Real Property Tax Act (FIRPTA).** The Foreign Investment and Real Property Tax Act requires a Buyer of real property to withhold ten percent (10%) of the sale price and to deposit that amount with the Internal Revenue Service upon closing, if the Seller is a foreign person, foreign corporation or partnership, or non-resident alien, unless the property qualifies for an exemption under the Act. Unless it is established that the transaction is exempt because the purchase price is \$300,000 or less and the Buyer intends to use the property as his primary residence, Seller agrees to: (a) Provide Broker with a Non-Foreign Seller Affidavit (PPC Form 101-V) stating under penalty of perjury that Seller is not a foreign person; or (b) Provide Broker with a Certificate from the Internal Revenue Service establishing that no federal income tax withholding is required; or (c) Subparagraphs (a) or (b) to be provided to Buyer within _____ days of acceptance or Seller consents to withholding ten percent (10%) from the sale proceeds, to be deposited with the Internal Revenue Service.

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If checked, purchase is subject to Buyer's inspection and approval of the leases which shall be treated as an inspection above. Promptly after execution hereof, Seller shall provide Buyer with copies of all leases and rental Agreements, notices to or from tenants, claims made to or by tenants, a statement of rents owing and damage or security deposits held and a summary of all oral Agreements with tenants which affect the operation or ownership of the premises. Seller shall warrant the foregoing disclosures as true and correct.

Seller agrees that no changes in the existing leases or rental Agreements shall be made nor new leases or rental Agreements entered into nor shall any substantial repairs or alterations be commenced without the express written consent of the Buyer. Buyer's obligations hereunder are conditioned upon receipt at closing of an estoppel certificate from each tenant acknowledging that the lease or rental Agreement is in effect, that no lessor default exists, and stating the amount of any prepaid rent or deposits.

20. **Income/Expense.** If checked, the purchase is subject to Buyer's inspection and approval of the operating statement of the premises. Promptly after execution hereof Seller shall provide a statement of rental income and expenses for the premises which Seller shall warrant as true and correct. Such inspection shall be treated as an inspection above. Buyer agrees to keep such statement confidential. Buyer agrees to use such statement only for the purpose of analysis of a purchase of the premises.

21. **Service Contracts.** Seller agrees to provide to Buyer a copy of any service and/or equipment contracts with respect to the property which extend beyond closing. Buyer agrees to assume such contracts.

22. **Environmental.** If checked, the purchase is contingent upon the satisfactory environmental quality of the Property. On or before the inspection deadline, Buyer may request a Phase I environmental review at Buyer's expense which shall be promptly ordered by Buyer or Buyer's Agent. If the results raise a question of environmental quality, Buyer may request further study and delay closing as necessary, accept the property as is or rescind the Agreement. If further study is requested, Buyer shall have ten days after receipt of the study results to accept the property as is or rescind this Agreement. Copies of all requests for environmental investigation and the results thereof shall be provided to both Buyer and Seller. If the environmental investigation is not completed by _____ (date), either party may rescind this Agreement.

23. **Use.** If checked, Buyer intends to use the premises for a specific purpose. Buyer may rescind this Agreement on or before the rescission deadline if Buyer determines that zoning or land use restriction prohibits such intended use. The purpose is as follows:

For long term or short term rental. (residential or commercial) Jm

24. **Acceptance Date.** This offer is null and void if not accepted by Seller on or before 05/10/2024 (date) at 5:00 o'clock pm.

25. **Counterparts, E-Mail and Fax Transmission:** This Agreement may be executed in one or more counterparts, each of which is deemed to be an original hereof, and all of which shall together constitute one and the same instrument. The facsimile or e-mail transmission of a signed copy hereof or any counter offer to the other party or their agent with confirmation of transmission shall constitute delivery. The parties agree to confirm delivery by mail or personal delivery of a signed copy to the other party or their agent.

- also offer is contingent on a roof inspection and in "as-new" condition

26. **Other Provisions.** Buyer requests additional space east of the building. To be

Buyers offer is subject to the ability to re-zone the property from commercial to residential.

~~Buyer's offer is subject to the ability to re-zone the property from commercial to residential.~~

27. **Addenda.** The attached addenda shall be made a part of the Purchase Agreement. (List Addenda)

Surveyed off before closing. (see attached) Jm

(Seller _____ / _____) (Buyer _____ / _____)

28. **Mediation and Arbitration.** [If checked]

(a) **Disputes.** The term "Dispute" shall include, without limitation, any controversy, complaint, dispute, claim or disagreement relating to or arising out of the brokerage relationship or the construction, interpretation, enforcement, or breach of the terms of this Agreement or any actions of the parties or their agents in the sale and purchase of the described property including claims of misrepresentation and claims under §21-2120 (Seller Property Condition Disclosure) of the Nebraska Revised Statutes.

(b) **Mediation.** In the event of any Dispute, any party to the Dispute may seek non-binding mediation in an attempt to resolve the Dispute by giving 15 days written notice of a request for such mediation to all other parties to the Dispute. The request for mediation must be made within 360 days after the party making the request knew, or exercising reasonable diligence and care, should have known, of the Dispute. In no case shall such request be made after the statute of limitations on a civil suit based on the Dispute would have run. Such mediation shall be held in Nebraska. Such mediation may be administered by the American Arbitration Association and shall be conducted according to the American Arbitration Association's Commercial Rules-Real Estate Industry Arbitration Rules (Including a Mediation Alternative) or such other mediation service versed in real estate practices of the locality.

(c) **Arbitration.** Any Dispute that is not resolved by informal settlement or mediation shall be resolved exclusively by binding arbitration. Such arbitration shall be held in Nebraska. Such arbitration may be administered by the American Arbitration Association or such other arbitration provider agreed to by the parties. It shall be conducted according to the American Arbitration Association's Commercial Rules-Real Estate Industry Arbitration Rules (Including a Mediation Alternative). The arbiter(s) shall apply Nebraska substantive and procedural law to the arbitration proceeding. Arbitration shall be commenced by written demand made by any one or more of the parties to the Dispute given to all other parties to the Dispute. The demand for arbitration must be

in writing and must be given by personal delivery or certified mail, return receipt requested, within 360 days after the party making the demand knew, or exercising reasonable diligence and care, should have known, of the Dispute. Notwithstanding the previous sentence, in the case that the parties unsuccessfully attempt mediation to resolve a Dispute, the demand for arbitration shall be made within 60 days of the final mediation session. However, in no case shall such demand be made after the statute of limitations on a civil suit based on the Dispute would have run. The prevailing party shall be entitled to costs and fees of the arbitration and, in the discretion of the arbitrator who shall take into account the relative merits of the opponent's case, the arbiter may award attorney's fees to the prevailing party. In determining prevailing party, prevailing party shall be that party for whom the result most closely, in the arbiter's opinion, resembles that party's last offer for settlement of the controversy.

(d) **Provisional Remedies.** The filing of a judicial action to enable the reporting of a notice of pending action, for order of attachment, receivership, injunction, or other like provisional remedies, shall not constitute a waiver of mediation or arbitration under this provision, nor shall it constitute a breach of the duty to arbitrate.

(e) **Exclusions.** The terms of paragraph 28 shall not apply to:

- (1) Any complaint of violation of the Code of Ethics of the National Association of REALTORS®;
- (2) Foreclosure or other action or proceeding to enforce a deed of trust, mortgage or land contract; or
- (3) The filing or enforcement of a construction or similar lien including a commercial broker's lien.
- (4) An action filed and held in "Small Claims Court" as defined in Neb. Rev. Stat. 25-2801 to 25-2804, provided, however, any attempt to transfer a matter filed in small claims court to county court shall be subject to paragraph 28.

(f) **Waiver.** BY SIGNING THIS PURCHASE AGREEMENT, THE PARTIES AGREE THAT EVERY DISPUTE DESCRIBED ABOVE THAT IS NOT RESOLVED BY INFORMAL SETTLEMENT OR MEDIATION WILL BE DECIDED EXCLUSIVELY BY ARBITRATION AND THAT ANY ARBITRATION DECISION WILL BE FINAL AND BINDING. THE PARTIES AGREE THAT THEY WILL RECEIVE ALL THE RIGHTS AND BENEFITS OF ARBITRATION, BUT ARE GIVING UP RIGHTS THEY MIGHT HAVE TO LITIGATE THOSE CLAIMS AND DISPUTES IN A COURT OR JURY TRIAL, OR TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS IN CONNECTION WITH ANY SUCH DISPUTES. NO PARTY TO THIS AGREEMENT SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION, OR TO INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN ANY PRIVATE ATTORNEY GENERAL CAPACITY.

29. **Entire Agreement.** This document contains the entire Agreement of the parties and supercedes all prior Agreements or representations oral or written with respect to the Property which are not expressly set forth herein or incorporated herein by reference. This Agreement may be modified only by a writing signed and dated by both parties. All express representations and warranties shall survive closing. Both parties acknowledge that they have not relied on any statements of the real estate agent or broker which are not herein expressed except

30. **Authority to Sign.** The undersigned Seller(s) and Buyer(s) each represent and warrant that they are duly empowered and/or authorized, whether individually, on behalf of any entity or as a fiduciary, to enter into this Purchase Agreement and create a valid and binding contract. Seller represents all parties required to transfer title to the Property are parties to this contract.

IF PARAGRAPH 28 IS CHECKED, THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES

X BUYER *John R. Nelsen*

BUYER _____

ADDRESS 111 John St. ALMA NE ZIP 68920 PHONE 308-991-1908

NAMES FOR DEED: John R. Nelsen

Check one: JTWR0S Tenants in common Other _____

Check one: Husband and Wife Single Person Other _____

RECEIPT FOR EARNEST MONEY

RECEIVED FROM: John Nelson the sum of \$ 1,000 by

check cash other _____ to apply to the purchase price of the Property on terms and conditions as stated. In the event this offer is not accepted by the Seller of the Property within the time specified the earnest money shall be refunded.

Country Road Realty REALTOR® By: [Signature]

Complete *only one* of A, B or C below:

A: **Acceptance of All Terms:** Seller accepts all of the terms of the above Agreement and agrees to perform all of its terms.

IF PARAGRAPH 28 IS CHECKED, THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES

Seller _____ Date _____
Seller _____ Date _____

B: **Counter Offer #1 By Seller:** In response to the above Purchase Agreement dated _____ for the sale of the Property, all of the terms and conditions of the Purchase Agreement are accepted and shall remain the same with the exception of the following:

[Large empty rectangular box for counter offer details]

This Counter Offer shall expire _____ (date), at _____ o'clock _____ (hour in the time zone of the office of the Seller's agent) and be automatically null and void unless, prior to the time of expiration, Buyer's written acceptance is delivered to the Seller's Limited Agent or their Broker's office or the Seller.

If this Counter Offer is accepted, the Purchase Agreement as amended by this Counter Offer shall become a contract between the parties.

Seller reserves the right to withdraw this Counter Offer prior to acceptance. Withdrawal shall be complete if verbal notification of withdrawal is made to the Buyer's Agent or Broker of the Buyer's Agent or Buyer before the delivery of Buyer's written acceptance.

Seller Date Seller Date

accept reject this Counter Offer _____ (date), at _____ o'clock _____

Buyer Date Buyer Date

C: **Rejection:** The foregoing offer is rejected.

Seller Date Seller Date

Seller _____ Buyer _____
Date _____ Date 5-1-24

RECEIPTS FOR FULLY EXECUTED PURCHASE AGREEMENT

Buyer acknowledges receipt of executed copy of this Agreement.

Buyer	Date


Buyer	Date

Seller acknowledges receipt of executed copy of this Agreement.

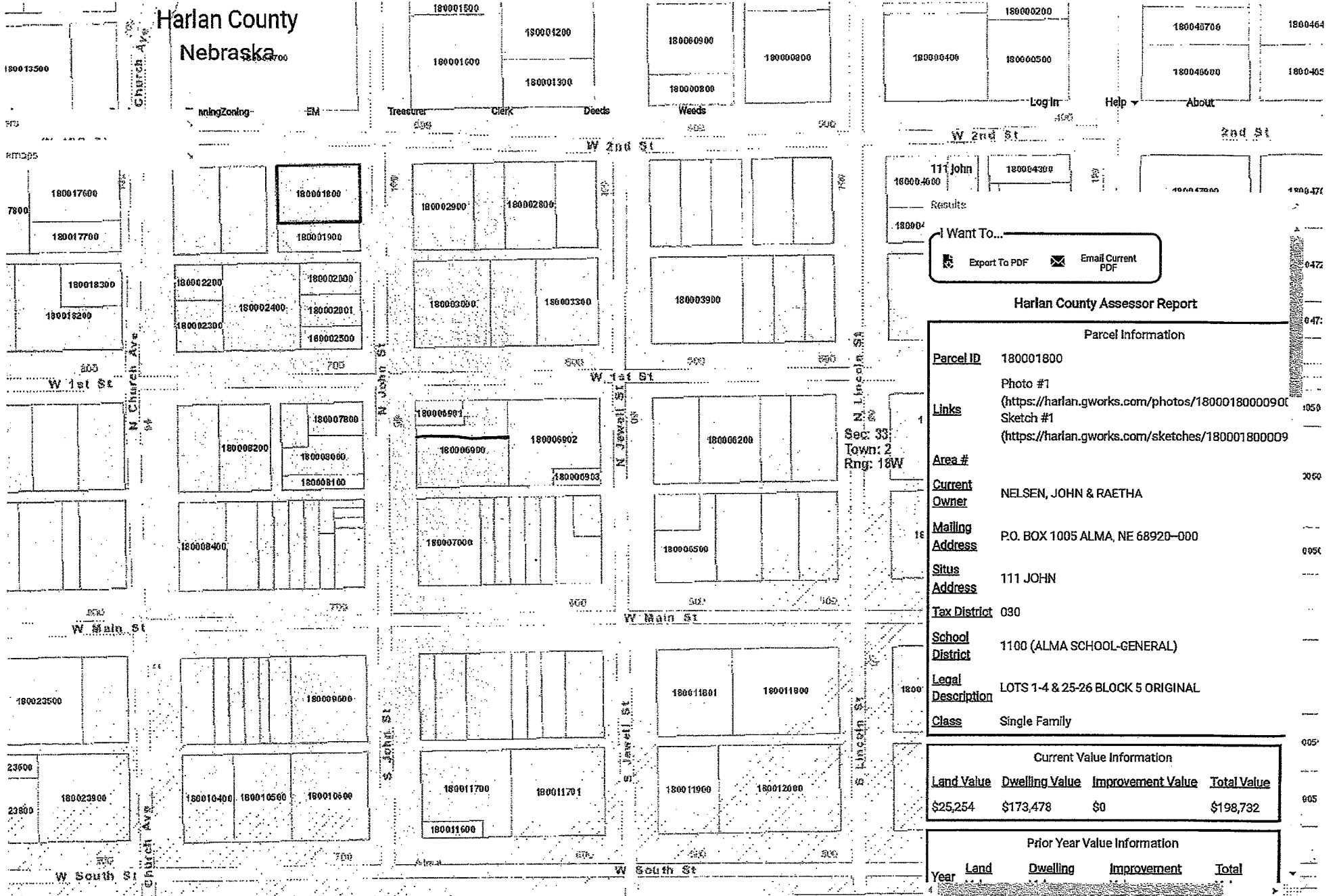
Seller	Date

Seller	Date

Seller
Date

Buyer 
Date 5-1-24

Harlan County Nebraska



Harlan County Assessor Report

Parcel Information

Parcel ID	180001800
Photo #1	(https://harlan.gworks.com/photos/18000180000900)
Sketch #1	(https://harlan.gworks.com/sketches/180001800009)
Area #	
Current Owner	NELSEN, JOHN & RAETHA
Mailing Address	P.O. BOX 1005 ALMA, NE 68920-000
Situs Address	111 JOHN
Tax District	030
School District	1100 (ALMA SCHOOL-GENERAL)
Legal Description	LOTS 1-4 & 25-26 BLOCK 5 ORIGINAL
Class	Single Family

Current Value Information

Land Value	Dwelling Value	Improvement Value	Total Value
\$25,254	\$173,478	\$0	\$198,732

Prior Year Value Information

Year	Land	Dwelling	Improvement	Total



THIS IS A LEGALLY BINDING AGREEMENT. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.
 The REALTOR® negotiating this Agreement is a member of the Nebraska REALTORS® Association
 and as such is governed by its Code of Ethics and Rules and Regulations.



COMMERCIAL
PURCHASE AGREEMENT

Country Road Realty
(Firm and address)

PO BOX 725 Alma, NE 68971

05/01/2024
(date)

Agency Confirmation: The following agency relationship(s) are hereby confirmed for this transaction.

Agent: Renee' Schnuerle

of Country Road Realty *(company)*

308-470-0104 *(agent's cell)*

Is the agent of: Seller exclusively Buyer exclusively both the Buyer and Seller (Limited Dual Agent)

Agent: _____
of _____ *(company)*

_____ *(agent's cell)*

Is the agent of: Seller exclusively Buyer exclusively both the Buyer and Seller (Limited Dual Agent)

The undersigned, as Buyer, agrees to purchase the following property on the following terms:

1. Address: 32 John Street, Alma, NE 68920

2. Legal Description:

FCL LOTS 9-12 BLOCK 11 ORIGINAL, City of Alma, Harlan County, Nebraska

(Property)

3. Personal Property. If checked, the purchase price includes all furniture and furnishings and any other personal property owned by Seller and used in the operation of the property per attached signed inventory, receipt of which is hereby acknowledged. The inventory is hereby made an integral part of this Agreement upon its execution by both parties. Said personal property is to be transferred by Bill of Sale in favor of Buyer at closing.

Including all fixtures and equipment permanently attached to Property owned by Seller provided Seller has a marketable title in fee simple. The only personal property included is as follows:

4. Price. Buyer agrees to pay \$40,000, allocated \$_____ for land and buildings and \$_____ for the personal property, on the following terms: an earnest money deposit of \$500 at this time as shown by the receipt herein. If paid by check, it will be cashed. If the selling broker is other than the listing broker the earnest money will be transferred to the listing broker upon acceptance. All monies shall be deposited in a trust account, to be held until the time of closing or until transferred to an escrow agent by Agreement of Buyer and Seller. Balance to be paid as shown in the following Paragraph(s) # _____:

A. Cash at Closing - No Financing Being Required: Balance of \$_____ shall be paid in cash, or by certified or cashier's check at time of closing. Buyer to provide Seller a letter from a government regulated depository showing evidence of said funds within 10 calendar days of acceptance of this offer or this offer shall be null and void with the earnest money forfeited to the Seller.

B. Conditional Upon Loan: Balance of \$39,500 shall be paid in cash, or certified or cashier's check at time of delivery of deed, contingent upon Buyer's ability to obtain a loan, to be secured by first mortgage or deed of trust, on above described Property in the amount of \$39,500 on the following terms: initial interest not exceeding 8% per annum; amortized over not less than 30 years; points not to exceed _____. Loan origination and all service fees shall be paid

Seller Buyer
Date _____ Date 5-1-24

by Buyer. Buyer agrees to make application for the loan within 10 days of acceptance of this offer, sign all papers, pay all costs, except as provided herein, and to establish escrow reserves for taxes and insurance if required by Lender. If processing of the application has not been completed by the lending agency by the closing date stated elsewhere in this Agreement, such time limit shall be automatically extended until the lending agency has, in the normal course of its business, advised either approval or rejection. Seller may cancel this Agreement any time after _____ unless Buyer shall have previously provided to Seller a copy of Buyer's written, non-contingent loan approval from a government regulated lender.

5. Title. Seller agrees to convey marketable title to Buyer by warranty deed or equivalent _____ free and clear of all liens, encumbrances, special assessments levied or assessed and subject to all easements and restrictions or covenants now of record. Buyer shall be furnished a current title insurance commitment before closing and a title insurance policy insuring good and marketable title. The cost of the title insurance shall be paid as follows:

- Title Insurance policy paid by: (select one) Seller Buyer Divided equally
- Lenders Policy paid by: (select one) Seller Buyer Divided equally
- Endorsements paid by: (select one) Seller Buyer Divided equally

6. Real Estate Taxes/Prorations. Seller shall pay all taxes to and including 06/03/2024 (date). Taxes for the calendar year 2023, together with interest, rents, prepaid services, and other expenses of the property, if any, shall be prorated to the date of possession/closing. Taxes shall be prorated on the basis of the county assessor's valuation at the date of closing and the most recently certified mill levy.

7. Compliance with Law. Seller shall comply with all federal, state and local laws applicable to the sale or transfer of the property, including but not limited to installing smoke detectors or providing inspections.

8. Maintenance/Repairs/Replacements, Cost to Seller. Seller agrees to maintain the property in its condition on the date hereof until initial delivery of possession which maintenance shall include, but not be limited to, the building, lawn, parking lot, heating, air conditioning, water heater, sewer, plumbing, electrical system, and any appliances.

9. Due Diligence. This agreement is contingent upon Buyers satisfaction of the property after the opportunity for inspections. Buyer, or any designee, at Buyer's expense (or as otherwise agreed), shall have the right to any inspections desired of the real estate and personal property to be sold hereunder on or before _____ (date) (the "inspection deadline"). Buyer shall give written notice to the Seller of any unsatisfactory conditions of the property or rescission of this agreement on or before _____ days after the inspection deadline (the "rescission deadline"). If the Buyer fails to notify the Seller of any unsatisfactory conditions or rescission by such deadline, Buyer agrees to accept the property in its condition on the inspection deadline. If such a notice of unsatisfactory condition is received by the Seller as set forth above, this Agreement shall terminate _____ days after the rescission deadline (the "settlement deadline") unless Seller and Buyer have agreed to a settlement in writing or Buyer has waived such condition in writing.

If checked, Buyer requests a termite and wood destroying insect inspection of the property and all buildings thereon at Buyer's expense. Should evidence of termites or wood destroying insects be found, the property shall be treated at Seller's expense by a commercially licensed applicator who has met the certification requirement of the Nebraska Pesticide Act for treatment of termites and wood destroying insects. Buyer agrees to accept the treated property. If visible evidence of previously treated infestation, which is now inactive, is found, treatment shall not be required. Should damage from such insects be found, the damage shall be corrected at Seller's expense. However, if the cost required for repairs exceeds 1% of the purchase price, either Seller or Buyer may rescind this Agreement.

10. Utilities. Seller agrees to have the following utilities turned on, if not currently on, for inspections and/or appraisal.

- Electric Gas Water Other _____

11. Access to Property. Seller shall provide reasonable access to Buyer, Buyer's inspectors or agents to timely fulfill this Agreement and to representatives of Buyer's Lender to accommodate financing.

12. Condition of Property. Seller represents (1) that to the best of Seller's knowledge, there are no defects in the property that are not readily ascertainable and which significantly affect the desirability or value of the property, or which the Seller has not disclosed to Buyer in writing dated _____ and (2) that Seller has no notice of violations of any local state or federal laws, rules and regulations relating to the property.

if checked, a disclosure is attached.

Seller _____ Buyer SS
Date _____ Date 5-1-24

13. **Risk of Loss.** Risk of loss or damage to Property, prior to closing date, shall be the responsibility of Seller. If, prior to closing, the Property is materially damaged by fire, explosion or any other cause, Buyer shall have the right: i) to require the premises to be restored to the condition at execution hereof; ii) to adjust the price to the value subject to the damage; or iii) to rescind this Agreement.

14. **Possession and Closing.** Closing of the sale shall be on 06/03/2024 (date) or within 30 days after loan approval, whichever shall last occur. Possession of Property shall be given on 06/03/2024 (date) but not before closing. This Agreement shall in no manner be construed to convey Property or to give any right of possession. Buyer shall have the right to make a final inspection of Property prior to closing to ascertain that all conditions of this Agreement have been met. Time is of the essence in this Agreement.

15. **Escrow Closing.** Buyer and Seller agree that the closing of the sale may be handled by an escrow agent. If so, the listing broker is authorized to transfer to the escrow agent the earnest money, other trust funds received by the listing broker and all documents and other items received by the listing broker in connection with the sale. After the transfer, the listing broker shall have no further responsibility or liability to Buyer or Seller to account for funds or preparation of documents in connection with the closing of the sale. Escrow agent will not be required to disburse funds or deliver or record any documents until it has received certified funds or other good, sufficient and collected funds, and all conditions, terms and provisions of this Agreement have been satisfied, performed and met. Escrow Agent shall be Harlan County Abstract (Title Company) and escrow closing charges shall be paid as follows: 50/50 between buyer and seller

16. **Rescission, Termination or Default.** If Buyer fails to consummate this purchase according to the terms of this Agreement, Seller may, at Seller's option, retain the earnest money as liquidated damages for such failure, or utilize such other legal remedies as are available to Seller by reason of such failure. If this Agreement is rescinded or terminated by either party without fault as allowed hereby, each party shall bear his or her costs and the earnest money shall be refunded.

17. **Foreign Investment and Real Property Tax Act (FIRPTA).** The Foreign Investment and Real Property Tax Act requires a Buyer of real property to withhold ten percent (10%) of the sale price and to deposit that amount with the Internal Revenue Service upon closing, if the Seller is a foreign person, foreign corporation or partnership, or non-resident alien, unless the property qualifies for an exemption under the Act. Unless it is established that the transaction is exempt because the purchase price is \$300,000 or less and the Buyer intends to use the property as his primary residence, Seller agrees to: (a) Provide Broker with a Non-Foreign Seller Affidavit (PPC Form 101-V) stating under penalty of perjury that Seller is not a foreign person; or (b) Provide Broker with a Certificate from the Internal Revenue Service establishing that no federal income tax withholding is required; or (c) Subparagraphs (a) or (b) to be provided to Buyer within days of acceptance or Seller consents to withholding ten percent (10%) from the sale proceeds, to be deposited with the Internal Revenue Service.

18. **Tax Deferred Exchange.** In the event the Seller wishes to enter into a tax deferred exchange for the real property described herein, or if Buyer wishes to enter into a tax deferred exchange with respect to property owned by him in connection with this transaction, each of the parties agrees to cooperate with the other party in connection with such exchange, including the execution of such documents as may be reasonably necessary to effectuate the same. Provided that: (a) The other party shall not be obligated to delay the closing, (b) All additional costs in connection with the exchange should be borne by the party requesting the exchange, and (c) The other party shall not be obligated to execute any note, contract, deed, or other document providing for any personal liability which would survive the exchange, nor shall the other party be obligated to take title to any property other than the property described in this Agreement. The other party shall be indemnified and held harmless against any liability which arises or is claimed to have arisen on account of the acquisition of the exchange property.

19. **Rights of Persons in Possession.** If checked, this property is sold subject to the rights of persons in possession. Rents shall be prorated to date of closing. Security deposits, advance rentals or considerations involving future lease credits shall be credited to Buyer. Buyer acknowledges that trade fixtures located in the premises may belong to tenants and may be removed upon the conclusion of the tenancy.

If checked, purchase is subject to Buyer's inspection and approval of the leases which shall be treated as an inspection above. Promptly after execution hereof, Seller shall provide Buyer with copies of all leases and rental Agreements, notices to or from tenants, claims made to or by tenants, a statement of rents owing and damage or security deposits held and a summary of all oral Agreements with tenants which affect the operation or ownership of the premises. Seller shall warrant the foregoing disclosures as true and correct.

Seller agrees that no changes in the existing leases or rental Agreements shall be made nor new leases or rental Agreements entered into nor shall any substantial repairs or alterations be commenced without the express written consent of the Buyer. Buyers' obligations hereunder are conditioned upon receipt at closing of an estoppel certificate from each tenant acknowledging that the lease or rental Agreement is in effect, that no lessor default exists, and stating the amount of any prepaid rent or deposits.

Seller / Buyer /
Date / / Date 5/12/24

20. **Income/Expense.** If checked, the purchase is subject to Buyer's inspection and approval of the operating statement of the premises. Promptly after execution hereof Seller shall provide a statement of rental income and expenses for the premises which Seller shall warrant as true and correct. Such inspection shall be treated as an inspection above. Buyer agrees to keep such statement confidential. Buyer agrees to use such statement only for the purpose of analysis of a purchase of the premises.

21. **Service Contracts.** Seller agrees to provide to Buyer a copy of any service and/or equipment contracts with respect to the property which extend beyond closing. Buyer agrees to assume such contracts.

22. **Environmental.** If checked, the purchase is contingent upon the satisfactory environmental quality of the Property. On or before the inspection deadline, Buyer may request a Phase I environmental review at Buyer's expense which shall be promptly ordered by Buyer or Buyer's Agent. If the results raise a question of environmental quality, Buyer may request further study and delay closing as necessary, accept the property as is or rescind the Agreement. If further study is requested, Buyer shall have ten days after receipt of the study results to accept the property as is or rescind this Agreement. Copies of all requests for environmental investigation and the results thereof shall be provided to both Buyer and Seller. If the environmental investigation is not completed by _____ (date), either party may rescind this Agreement.

23. **Use.** If checked, Buyer intends to use the premises for a specific purpose. Buyer may rescind this Agreement on or before the rescission deadline if Buyer determines that zoning or land use restriction prohibits such intended use. The purpose is as follows: Buyer intends to use/reserve the building as a commercial space for a business owner or owners in the community.

24. **Acceptance Date.** This offer is null and void if not accepted by Seller on or before 05/10/2024 (date) at 5:00 o'clock pm.

25. **Counterparts, E-Mail and Fax Transmission:** This Agreement may be executed in one or more counterparts, each of which is deemed to be an original hereof, and all of which shall together constitute one and the same instrument. The facsimile or e-mail transmission of a signed copy hereof or any counter offer to the other party or their agent with confirmation of transmission shall constitute delivery. The parties agree to confirm delivery by mail or personal delivery of a signed copy to the other party or their agent.

26. **Other Provisions.** If offer is accepted, earnest money will be delivered to listing broker within 5 days.

- 1. Purchase agreement is contingent on everything including the AC, furnace, electrical, sewer working as it should be.
- 2. Purchase agreement is also contingent on the roof be in good condition with no leaks and/or damage.
- 3. Purchase agreement is also contingent on the buyers ability to obtain additional parking stalls on the east side of the property.

27. **Addenda.** The attached addenda shall be made a part of the Purchase Agreement. (List Addenda)

(Seller /) (Buyer /)

28. **Mediation and Arbitration.** [If checked]

(a) **Disputes.** The term "Dispute" shall include, without limitation, any controversy, complaint, dispute, claim or disagreement relating to or arising out of the brokerage relationship or the construction, interpretation, enforcement, or breach of the terms of this Agreement or any actions of the parties or their agents in the sale and purchase of the described property including claims of misrepresentation and claims under §21-2120 (Seller Property Condition Disclosure) of the Nebraska Revised Statutes.

(b) **Mediation.** In the event of any Dispute, any party to the Dispute may seek non-binding mediation in an attempt to resolve the Dispute by giving 15 days written notice of a request for such mediation to all other parties to the Dispute. The request for mediation must be made within 360 days after the party making the request knew, or exercising reasonable diligence and care, should have known, of the Dispute. In no case shall such request be made after the statute of limitations on a civil suit based on the Dispute would have run. Such mediation shall be held in Nebraska. Such mediation may be administered by the American Arbitration Association and shall be conducted according to the American Arbitration Association's Commercial Rules-Real Estate Industry Arbitration Rules (Including a Mediation Alternative) or such other mediation service versed in real estate practices of the locality.

(c) **Arbitration.** Any Dispute that is not resolved by informal settlement or mediation shall be resolved exclusively by binding arbitration. Such arbitration shall be held in Nebraska. Such arbitration may be administered by the American Arbitration Association or such other arbitration provider agreed to by the parties. It shall be conducted according to the American Arbitration Association's Commercial Rules-Real Estate Industry Arbitration Rules (Including a Mediation Alternative). The arbiter(s) shall apply Nebraska substantive and procedural law to the arbitration proceeding. Arbitration shall be commenced by written demand made by any one or more of the parties to the Dispute given to all other parties to the Dispute. The demand for arbitration must be

Seller / Buyer /

Date _____ Date 5-1-24

in writing and must be given by personal delivery or certified mail, return receipt requested, within 360 days after the party making the demand knew, or exercising reasonable diligence and care, should have known, of the Dispute. Notwithstanding the previous sentence, in the case that the parties unsuccessfully attempt mediation to resolve a Dispute, the demand for arbitration shall be made within 60 days of the final mediation session. However, in no case shall such demand be made after the statute of limitations on a civil suit based on the Dispute would have run. The prevailing party shall be entitled to costs and fees of the arbitration and, in the discretion of the arbitrator who shall take into account the relative merits of the opponent's case, the arbiter may award attorney's fees to the prevailing party. In determining prevailing party, prevailing party shall be that party for whom the result most closely, in the arbiter's opinion, resembles that party's last offer for settlement of the controversy.

(d) **Provisional Remedies.** The filing of a judicial action to enable the reporting of a notice of pending action, for order of attachment, receivership, injunction, or other like provisional remedies, shall not constitute a waiver of mediation or arbitration under this provision, nor shall it constitute a breach of the duty to arbitrate.

(e) **Exclusions.** The terms of paragraph 28 shall not apply to:

- (1) Any complaint of violation of the Code of Ethics of the National Association of REALTORS®;
- (2) Foreclosure or other action or proceeding to enforce a deed of trust, mortgage or land contract; or
- (3) The filing or enforcement of a construction or similar lien including a commercial broker's lien.
- (4) An action filed and held in "Small Claims Court" as defined in Neb. Rev. Stat. 25-2801 to 25-2804, provided, however, any attempt to transfer a matter filed in small claims court to county court shall be subject to paragraph 28.

(f) **Waiver.** BY SIGNING THIS PURCHASE AGREEMENT, THE PARTIES AGREE THAT EVERY DISPUTE DESCRIBED ABOVE THAT IS NOT RESOLVED BY INFORMAL SETTLEMENT OR MEDIATION WILL BE DECIDED EXCLUSIVELY BY ARBITRATION AND THAT ANY ARBITRATION DECISION WILL BE FINAL AND BINDING. THE PARTIES AGREE THAT THEY WILL RECEIVE ALL THE RIGHTS AND BENEFITS OF ARBITRATION, BUT ARE GIVING UP RIGHTS THEY MIGHT HAVE TO LITIGATE THOSE CLAIMS AND DISPUTES IN A COURT OR JURY TRIAL, OR TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS IN CONNECTION WITH ANY SUCH DISPUTES. NO PARTY TO THIS AGREEMENT SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION, OR TO INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN ANY PRIVATE ATTORNEY GENERAL CAPACITY.

29. **Entire Agreement.** This document contains the entire Agreement of the parties and supercedes all prior Agreements or representations oral or written with respect to the Property which are not expressly set forth herein or incorporated herein by reference. This Agreement may be modified only by a writing signed and dated by both parties. All express representations and warranties shall survive closing. Both parties acknowledge that they have not relied on any statements of the real estate agent or broker which are not herein expressed except

30. **Authority to Sign.** The undersigned Seller(s) and Buyer(s) each represent and warrant that they are duly empowered and/or authorized, whether individually, on behalf of any entity or as a fiduciary, to enter into this Purchase Agreement and create a valid and binding contract. Seller represents all parties required to transfer title to the Property are parties to this contract.

IF PARAGRAPH 28 IS CHECKED, THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES

BUYER Steve Pool

BUYER _____

ADDRESS 1150 20 Road, Naponee, NE ZIP 68960 PHONE 309-920-2679

NAMES FOR DEED: Steve Pool

Check one: JTWROS Tenants in common Other _____

Check one: Husband and Wife Single Person Other _____

RECEIPT FOR EARNEST MONEY

RECEIVED FROM: _____ the sum of \$ _____ by

check cash other _____ to apply to the purchase price of the Property on terms and conditions as stated. In the event this offer is not accepted by the Seller of the Property within the time specified the earnest money shall be refunded.

REALTOR® By: _____

Complete *only one* of A, B or C below:

A: **Acceptance of All Terms:** Seller accepts all of the terms of the above Agreement and agrees to perform all of its terms.

IF PARAGRAPH 28 IS CHECKED, THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES

Seller _____ Date _____

Seller _____ Date _____

B: **Counter Offer #1 By Seller:** In response to the above Purchase Agreement dated _____ for the sale of the Property, all of the terms and conditions of the Purchase Agreement are accepted and shall remain the same with the exception of the following:

[Large empty rectangular box for counter offer details]

This Counter Offer shall expire _____ (date), at _____ o'clock _____ (hour in the time zone of the office of the Seller's agent) and be automatically null and void unless, prior to the time of expiration, Buyer's written acceptance is delivered to the Seller's Limited Agent or their Broker's office or the Seller.

If this Counter Offer is accepted, the Purchase Agreement as amended by this Counter Offer shall become a contract between the parties.

Seller reserves the right to withdraw this Counter Offer prior to acceptance. Withdrawal shall be complete if verbal notification of withdrawal is made to the Buyer's Agent or Broker of the Buyer's Agent or Buyer before the delivery of Buyer's written acceptance.

Seller Date Seller Date

accept reject this Counter Offer _____ (date), at _____ o'clock _____

Buyer Date Buyer Date

C: **Rejection:** The foregoing offer is rejected.

Seller Date Seller Date

Seller _____/_____/_____
Date _____

Buyer SP _____/_____/_____
Date 5-1-24

RECEIPTS FOR FULLY EXECUTED PURCHASE AGREEMENT

Buyer acknowledges receipt of executed copy of this Agreement.

Buyer	Date

Buyer	Date

Seller acknowledges receipt of executed copy of this Agreement.

Seller	Date

Seller	Date

SUMMARY OF PROJECT COSTS
NDOT - Division of Aeronautics

City of Alma
Alma, Nebraska
Alma Municipal Airport

Statement No. 9F
April 4, 2024
Project No. 3-31-0004-013

DESCRIPTION	New This Time	Itemized Costs	TOTAL
Construction			
Richard's Electric Progress Estimates No. 1 - 3-Final Less: Additional Insured	5,000.00	208,223.00 (500.00)	
Total Construction			207,723.00
Engineering			
Olsson Associates Progress Estimates No. 1-12-Final Design Bidding Construction Closeout	3,000.00	35,200.00 6,200.00 30,245.71 6,000.00	
Total Engineering			77,645.71
Administration			
Division of Aeronautics (through 6-30-23) IFE - Airport IFE Invoice No. TO #6 (Paid by Aeronautics)		1,149.93 2,300.00	
Total Administration			3,449.93
TOTAL PROJECT COSTS TO DATE	8,000.00		288,818.64
Federal Share	7,200.00	259,936.00	
90% x \$288,818.64 = \$259,936.776 Grant Total = \$273,000.00 (97.5% = \$266,175)			
Less: Administration Costs Less: Previous Payments to Sponsor: Statement No. 1 - 8		(3,449.93) (249,286.07)	
Total Funds Due Sponsor	7,200.00		7,200.00
PREPARED BY <u>Anneke B. Annan</u> Date <u>4-24-24</u> NDOT, Division of Aeronautics			
APPROVED <u>[Signature]</u> Date <u>4-24-24</u> Sponsor			Federal Funds Due Sponsor 7,200.00

Batch No. _____ EFT No. _____ Amount _____ Date of EFT _____
Date Letter Mailed _____

Lifeguard Expectations

**Chain of Command-The pool manager is the immediate supervisor of all pool staff. He/ She is directly accountable to the Alma City Council. The channel of communication for all pool employees shall be as follows: First communicate with immediate supervisor. If further resolution is need contact the City Administrator/Mayor. The City Administrator/ Mayor will present the matter to the Alma City Council. Documentation that has been signed and dated should accompany any request*

**NO smart watches or phones on the deck*

*Body Language-Sit up straight, no slouching, no laying head back, no laying head down. Stay focused on the water and the swimmers.

*Stay on TOP of the slide to monitor patrons going down. If no one is using the slide you are expected to watch the water from the top of the slide.

*The ONLY reason you are to leave your stand is to assist a distressed swimmer. DO NOT get down to get your whistle, your water bottle or to get toys for kids. Direct kids to the office staff for their needs. If you are in a chair on the deck you can stand and walk as long as you are watching the swimmers in your area.

*Cleaning before the pool opens is VERY important! Clean according to the list and clean thoroughly.

*In order to receive your reimbursement for suits and classes you must

- Successfully complete the season (the pool is open thru Labor Day and you are required to be available to work hours thru the closing date)
- Clean according to the standards
- Enforce pool rules
- Be professional at all time

*if you are sick I need a call from a parent or guardian

***EVERYONE that comes in the door must pay. Including those that are watching, private lessons, adult exercise and all ages.**

*Rest break is to be called at 10 til the hour. You have to be back at your stand at the top of the hour (not headed out of the office)

*The Lifeguard at the top of the slide stays on the deck during rest period to monitor the patrons. ON THE DECK not by the counter in the office.

*You are allowed to teach private swim lessons on your own time. If it is not during hours you have to make sure there is a manager present. You also have to make sure they either have a season pass or they are paying. EVERYONE pays for the use of the pool.

*If you are on duty/clocked in you MUST have either a swimsuit, t-shirt or sweatshirt that identifies you as a LIFEGUARD. Random t-shirt/sweatshirts will not be allowed. This is a state regulation

*No one is allowed in the office area except City of Alma employees. Family members and friends are not allowed in the office.

*When employees are working friends are not allowed to loiter or visit with Lifeguards while on duty on the deck. This distracts lifeguards from their job obligations to supervise swimmers and ensure their safety.

*No matter how many patrons are in the pool area the pool will stay open. Lighting in the area is the only reason the pool will close early. That decision is up to the Manager/ Assistant Manager.

*You will be paid on a bi-weekly basis. NO writing on timecards you will need to be responsible and remember to clock in and out.

*Items required to be a lifeguard

- Swim suit that has a visible LIFEGUARD emblem. If the emblem is faded or coming off you will need to get a new one
- Whistle
- Towel
- Water bottle
- Sunscreen if you so desire

*You will need to keep receipts for your swim suits and turn them into the City Office. I will give them a copy of the Lifeguard Certificates for reimbursement after you successfully complete the season.

*Disciplinary Action for lifeguards will be-First offense is a verbal warning; Second offense is a written warning; Third offense is termination.

*Scheduling will be done by the Manager/Assistant Manager. Please make sure they have your requested days off prior to the schedule being posted.

*You will be required to attend all in services. This is also a state regulation.

RULES THAT NEED TO BE ENFORCED

*DIVING BOARDS-Patron is to get on the board, run/walk to the end, one bounce and go STRAIGHT off and swim to the nearest ladder. DO NOT allow them to swim back under the boards. Lifejackets are allowed to go off the board.

*SLIDE-NO catching off the slide. They must be able to swim out of the current. After they have dumped into the water and adult can be there to help. NO CATCHING DIRECTLY OUT OF THE SLIDE. Lifejackets are NOT allowed down the slide.

*NO RUNNING-your best line is to say WALK PLEASE!

*NO playing in the roped off area near the slide

*NO playing on the steps by the slide or the ramp

*NO hanging on the ladders. Keep kids away from the ladders so swimmers can use them.

We will use the 3 strike system for swimmers

1. Verbal warning
2. Sit for 10 minutes
3. Out for the day.

NO ONE is to be kicked out for more than the rest of the day. If there is a problem that continues notify a manager about the situation.

*USE YOUR WHISTLE to get the swimmers attention!

REIMBURSEMENT — Reimbursement for required certification and uniform expenses will be issued at the completion of the season. All staff must finish the season to receive reimbursement. Proof of purchase and proof of payment is to be turned in to the City Office for reimbursement. Actual cost up to \$30 will be allowed for uniforms.

All personnel are to limit cell phone usage while on duty (texts, phone calls, surfing the net, etc.)
No phones on deck.

If someone needs to leave the pool, they must "clock out" unless the reason for leaving is City (Pool) related business.

Make sure duties are spread around and all personnel do their fair share.

All pool employees need to treat the public and each other with respect and understanding while doing their duties in a professional manner. Any individual disagreements, arguments, or problems should be discussed/addressed in private.

Team meetings are encouraged to communicate issues, concerns, or problems that affect the work group and to share knowledge of how the pool operates (chemicals, valves, schedules, etc.) Regular meetings to keep communication open and to keep small issues from growing should be held. City Administrator (or other City staff) is willing to participate, if desired or needed.

How can we make the Alma Aquatic Center a better place and make a great impression on everyone who visits?

REMEMBER WHAT AN IMPORTANT POSITION YOU HOLD - YOU HAVE MANY LIVES IN YOUR HANDS EACH DAY. THE ALMA CITY COUNCIL APPRECIATES YOU AND ALSO EXPECTS 100% AT ALL TIMES. WE LOOK FORWARD TO A GREAT SWIMMING SEASON.

I _____ (please print name) have received a copy of the Alma Swimming Pool Job Description and Rules and Regulations.

I acknowledge that I have read the manual and understand the information given to me. I agree to follow the Rules and Regulations set out by the Alma Mayor and City Council.

For reimbursement of funds that I have spent for an approved swim suit and training, I agree to work thru Labor Day 2024 to finish the season and I will turn in Proof of purchase and Proof of payment for any uniform reimbursement up to \$30.00.

Furthermore, I understand my employment with the City of Alma is on an at-will basis, which means that I may leave employment at any time, or the City of Alma may terminate my employment at any time with or without cause and with or without notice.

Signature of Employee

Date

Key Number Received (If issued)

For Office Use Only

Date Certification Received:

Received By:
Pool Manager