

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

NOTICE IS HEREBY GIVEN a meeting of the City Council of the City of Alma, Nebraska, will meet at 5:30 pm on Wednesday, November 20, 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 — November 20, 2024

- MINUTES - Council to approve Minutes of November 6, 2024, Regular Council Meeting.
- PAYMENT OF CLAIMS - Council to approve Payment of Claims for the period of 11/07/24 through 11/20/2024
- TREASURER'S REPORT - Council to review and discuss City's finances.
- DISCUSS/APPROVE- City Maintenance Agreement with NE Dept. of Transportation.
(January 1, 2025-December 31, 2025)

City Administrator Report;

- Vyve Contract
 - Parrot Theater Contract
 - Rental Policy
 - Purchase Order Process
 - City Payment Process-Credit Card
-
- 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 November 1, 2024, any additions or deletions to this Agenda may be obtained at the City Office (614 Main Street). —Janet Dietz, City Clerk

MINUTE RECORD FOR CITY OF ALMA
REGULAR CITY COUNCIL MEETING
November 6, 2024

A regular meeting of the City Council of the City of Alma, Nebraska was held at City Hall on Wednesday, November 6, 2024, at 5:30 p.m.

Present were Council Members: Tom Moulton, Larry Casper, Chris Tripe, Dyann Collins. Mayor Hal Haeker, City Administrator, Steve Ardiana, City Clerk Janet Dietz, Treasurer Tashia Butterfield, City Street Superintendent Travis Dunse, City Attorney Doug Walker 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 November 6, 2024, at 5:30 p.m. and the following business was transacted: Roll call: Tom Moulton-present, Dyann Collins-present, Chris Tripe-present, Larry Casper-present, and Mayor Haeker-present. Motion by Moulton, second by Casper 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: Moulton, Casper, Collins, and Tripe. Voting no: None. Motion carried.

Mayor Haeker opened the floor to approve the Regular minutes of the October 16, 2024, council meeting. Motion by Moulton, second by Collins to approve the regular minutes of the October 16, 2024, council meeting. There being no further discussion upon the motion made and upon roll call vote, the following voted yes: Tripe, (abstained) Collins, Casper, and Moulton. Voting no: None. Motion carried.

Mayor Haeker opened the floor to approve the Special Council Meeting minutes of October 17, 2024. Motion was made by Collins, 2nd by Moulton. There being no further discussion upon the motion made and upon roll call vote, the following voted yes, Collins, Moulton, Casper and Tripe. Motion carried.

Mayor Haeker opened the floor to discuss the claims and invoices for October 17, 2024, through November 6, 2024, for a total of \$132,725.64. Motion made by Tripe, 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: Tripe, Moulton, Casper, Collins. Voting no: None. Motion carried.

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

Mayor opened the floor to approve Resolution 2-2025, Year End Certification of City Street Superintendent Reed Miller, motion made by Collins to approve Resolution 2-2025, Certification of Street Superintendent second by Casper to approve. There being no further discussion upon the motion made and upon roll call vote, the following voted yes: Collins, Casper, Tripe, Moulton. Motion carried.

Mayor opened the floor to approve Library Director, Jennifer Roethke. Motion made by Moulton to approve Library Director, Jennifer Roethke second by Tripe. There being no further discussion, upon the motion made, upon roll call vote, the following voted yes, Moulton, Tripe, Casper Collins. Motion carried.

Mayor opened the floor to discuss Amendment to the Corporate Resolution to Update City Administrator Designation. This added City Administrator and removed the City Clerk. Motion made by Moulton, second by Tripe. There being no further discussion, upon the motion made, roll call vote, Moulton, Tripe, Casper Collins. Motion carried.

City Administrator, Steve Ardiana, brought forth for discussion, Airport Apron Crack Sealing, Grant for Gas Line Installation, Auditorium Roof Bids, and City Sidewalk Requirements.

Motion to adjourn the meeting by Moulton, second by Tripe. There being no further discussion upon the motion made and upon roll call vote, the following voted yes: Moulton, Tripe, Casper, Collins. Voting no: None. The meeting was adjourned at 6:20 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.

Janet Dietz, City Clerk

City of Alma
Unpaid Claims by Vendor
November 7, 2024 thru November 20, 2024

	Type	Date	Due Date	Memo	Account	Class	Amount
Amazon Business							
	Credit	11/01/2024		credit for order 11MN-3LVX-KVNR 30.1090 • Office Supplies		General Fund	(2.01)
	Credit	11/01/2024		credit for order 11MN-3LVX-KVNR 30.1090 • Office Supplies		General Fund	(1.17)
	Credit	11/01/2024		credit for order 11MN-3LVX-KVNR 30.1090 - Office Supplies		General Fund	(1.17)
	Credit	11/01/2024		credit for order 11MN-3LVX-KVNR 30.1090 • Office Supplies		General Fund	(1.32)
	Bill	11/01/2024	11/20/2024	foam drinking cups - order 114-696& 30.1120 - Supplies		Golf Fund	143.56
	Bill	11/01/2024	11/20/2024	USB port, binder dividers, speaker - C 30.1090 - Office Supplies		General Fund	47.87
	Bill	11/01/2024	11/20/2024	running boards for 2024 GMC Sierra 50.1400 • Cap Outlay - Vehicles		Sanitation DepartmE	159.99
							<u>345.75</u>
Total Amazon Business							
Blue Otter Solutions LLC							
	Bill	09/23/2024	11/20/2024	APGA GOAL Survey	20.1035 • Dues & Fees	Gas Utility Departmt	83.10
							<u>83.10</u>
Total Blue Otter Solutions LLC							
Bosselman - Water Dept							
	Credit	10/10/2024		Fuel Discount	20.1060 • Fuel & Oil	Water Utility Depart]	
	Credit	10/22/2024		Fuel Discount	20.1060 • Fuel & Oil		(1.04)
	Credit	10/31/2024		Oct Tax Exempt	20.1060 • Fuel & Oil	Water Utility Depart'	
	Bill	10/10/2024	11/20/2024	Unleaded 20.844 gal, \$2.899/gal	20.1060 • Fuel & Oil		
	Bill	10/22/2024	11/20/2024	Unleaded 22.499 gal, \$2.849/gal	20.1060 - Fuel & Oil		(1.12)
							<u>110.04</u>
Total Bosselman - Water Dept							
Bosselman Inc-Sanitation							
	Credit	10/10/2024		Fuel Discount	20.1060 - Fuel & Oil	Sanitation DepartmE	(1.20)
	Bill	10/10/2024	11/20/2024	Unleaded 18.235 @ \$3.839/gal	20.1060 - Fuel & Oil	Sanitation DepartmE	84.09
							<u>82.89</u>
Total Bosselman Inc-Sanitation							
Broken Bar C Electric, LLC							
	Bill	11/12/2024	11/20/2024	installed new receptacle & breaker or 20.1200 - Repairs & Maint. Equipme	RV Park Fund		192.47
							<u>192.47</u>
Total Broken Bar C Electric, LLC							
Cash Wa Distributing							
	Bill	11/13/2024	11/20/2024	popcorn, candy	30.1044 • Purchases Food	Golf Fund	66.57
	Bill	11/13/2024	11/20/2024	food trays	30.1040 • Concession Supplies	Golf Fund	44.40
							<u>110.97</u>
Total Cash Wa Distributing							

City of Alma
Unpaid Claims by Vendor
November 7, 2024 thru November 20, 2024

Type	Date	Due Date	Memo	Account	Class	Amount
CHS Agri Service - taxable						
Bill	11/19/2024	11/20/2024	Unleaded 29.244 gal @ \$2.749	20.1060 • Fuel & Oil	Gas Utility Departmt	80.39
Bill	10/22/2024	11/20/2024	Unleaded 29.324 gal @ \$2.899	20.1060- Fuel & Oil	Gas Utility Departm(85.01
Bill	10/23/2024	11/20/2024	Unleaded 30.272 gal @ \$2.899	20.1060 - Fuel & Oil	Water Utility Depart!	87.76
Total CHS Agri Service - taxable				253.16		
CHS Agri Service Center-golf						
Bill	10/18/2024	11/20/2024	Unleaded 75.000 Gal @ \$3.406	20.1060 • Fuel & Oil	Golf Fund	255.48
Bill	10/18/2024	11/20/2024	Ruby Fieldmaster 102.300 Gal @	\$3.20.1060 • Fuel & Oil	Golf Fund	309.21
Total CHS Agri Service Center-golf				564.69		
CHS Agri Service Center-gov't						
Credit	10/31/2024		October Fuel Tax Exempt	20.1060 - Fuel & Oil	Sanitation DepartmE	(13.73)
Bill	10/11/2024	11/20/2024	Roadmaster 50.016 gal @ \$3.459	201060 • Fuel & Oil	Sanitation DepartmE	173.01
Bill	10/04/2024	11/20/2024	Roadmaster 66.492 gal @ \$3.459	20.1060 • Fuel & Oil	Sanitation DepartmE	230.00
Bill	10/18/2024	11/20/2024	Roadmaster 52.04 gal @ \$3.459	20.1060 - Fuel & Oil	Sanitation DepartmE	180.00
Bill	10/28/2024	11/20/2024	Roadmaster 58.977 gal @ \$3.459	20.1060 • Fuel & Oil	Sanitation DepartmE	204.00
Total CHS Agri Service Center-						773.28
City of Alma						
Bill	11/19/2024	11/20/2024	Oct Sales Tax	70.5505 • Transfer Out - Sales Tax	Golf Fund	823.32
Total City of Alma						823.32
City of Holdrege						
Bill	11/14/2024	11/20/2024	Landfill fees	20.1250 - Trash Removal	Sanitation DepartmE	457.86
Bill	11/15/2024	11/20/2024	Landfill fees	20.1250- Trash Removal	Sanitation DepartmE	256.38
Bill	11/05/2024	11/2012024	Landfill fees	20.1250 • Trash Removal	Sanitation DepartmE	392.54
Bill	11/08/2024	11/20/2024	Landfill fees	20.1250 • Trash Removal	Sanitation DepartmE	255.00
Total City of Holdrege						1,361.78
Cornhusker Press						
Bill	11/05/2024	11/20/2024	2025 Pet License Tags	20.1005 - Animal Control	General Fund	80.04
Total Cornhusker Press						80.04
Diamond Exterminating, Inc.						
Bill	11/06/2024	11/20/2024	Pest Control - Johnson Center	201190 • Repairs & Maint Buildings	Community Building	50.00
Bill	11/06/2024	11/20/2024	Pest Control - City Office	201190 - Repairs & Maint. Buildings	General Fund	50.00
Bill	11/06/2024	11/20/2024	Pest Control - Airport	20.1190 • Repairs & Maint. Buildings	Airport Fund	50.00
Total Diamond Exterminating, Inc.						150.00

City of Alma

Unpaid Claims by Vendor

November 7, 2024 thru November 20, 2024

	Type	Date	Due Date	Memo	Account	Class	Amount
Dollar General							
	Bill	10/25/2024	11/20/2024	halloween candy	30.1120 - Supplies	General Fund	80.80
Total Dollar General							<u>80.80</u>
Eakes Office Solutions							
	Bill	11/18/2024	11/20/2024	storage boxes	30.1090 - Office Supplies	General Fund	39.40
	Bill	11/18/2024	11/20/2024	cleaning supplies	30.1120 • Supplies		<u>75.16</u>
Total Eakes Office Solutions							<u>114.56</u>
First National Bank Omaha-CC 5410							
	Bill	10/03/2024	11/20/2024	Tungsten-PDF software-treas comp	20.1025 • Computer Services & Soft	General Fund	173.18
	Bill	10/07/2024	11/20/2024	USPS-Water Samples Postage	20.1160 - Postage & Freight Expens	Water Utility Deparh	64.55
	Bill	10/08/2024	11/20/2024	LISPS-Water Samples Postage	20.1160 • Postage & Freight Expens	Water Utility Deparh	31.75
	Bill	10/11/2024	11/20/2024	CarlD-pickup bed liner	30.1120 - Supplies	Sanitation DepartmE	367.75
	Bill	10/13/2024	11/20/2024	Zoom subscription	20.1025 - Computer Services & Soft	General Fund	15.99
	Bill	11/16/2024	11/20/2024	Hulu subscription	20.1015 • Cable Television Expense	Golf Fund	96.74
	Bill	10/24/2024	11/20/2024	USPS-Newsletter postage	20.1036 • Ec. Development * News	IE General Fund	166.14
Total First National Bank Omaha-CC 5410							<u>916</u>
First National Bank Omaha-CC 5623							.10
	Credit	10/01/2024		Amazon-books	30.1020 - Books -	Library Department	(3.00)
	Credit	10/03/2024		Restricted		Library Department	(0.92)
	Bill	09/30/2024		Amazon-books	30.1020 • Books -	Library Department	21.00
	Bill	09/30/2024		Restricted		Library Department	180.53
	Bill	10/02/2024	11/20/2024	Amazon-books	30.1020 - Books -	Library Department	39.27
	Bill	11/08/2024	11/20/2024	Amazon-books - order 111-8509213-	30.1020 • Books - Restricted	Library Department	20.98
	Bill	10/24/2024	11/20/2024	Amazon-books - order 111-8509213-	30.1020 • Books - Restricted	Library Department	<u>20.98</u>
Total First National Bank Omaha-CC 5623				11/20/2024 Amazon-books - order 111-8509213-	30.1020 • Books - Restricted		<u>278.84</u>
Frontier							
	Bill	11/01/2024	11/20/2024	City Office-Fax	20.1240 • Telephone Expense	General Fund	100.48
	Bill	11/01/2024	11/20/2024	City Office	20.1240 - Telephone Expense	General Fund	82.63
	Bill	11/01/2024	11/20/2024	City Office-Line 2	20.1240 • Telephone Expense	General Fund	<u>100.48</u>
Total Frontier							<u>283.59</u>

City of Alma Unpaid Claims by Vendor

November 7, 2024 thru November 20, 2024

Type	Date	Due Date	Memo	Account	Class	Amount
Frontier - Airport						
Bill	11/01/2024	11/20/2024	Phone Service	20.1240 • Telephone Expense	Airport Fund	216.12
Bill	11/01/2024	11/20/2024	Dish Network	20.1015 • Cable Television Expense	Airport Fund	156.35
Bill	11/01/2024	11/20/2024	Internet Expense	20.1102 • Internet Expense	Airport Fund	98.67
Total Frontier - Airport						471.14
Frontier - Pool						
Bill	11/01/2024	11/20/2024	Swimming Pool	20.1240 • Telephone Expense	Pool Department	98.11
Total Frontier - Pool						98.11
Frontier - Water Tower						
Bill	11/01/2024	11/20/2024	Water Tower Alarm	20.1240 • Telephone Expense	Water Utility Departi	75.07
Total Frontier - Water Tower						75.07
Harlan County Journal						
Bill	10/03/2024	11/20/2024	10/03/24 ad for clerk	20.1170 • Printing & Publishing	General Fund	47.75
Bill	10/03/2024	11/20/2024	9/18/24 claims/minutes	20.1170 • Printing & Publishing	General Fund	64.47
Bill	10/10/2024	11/20/2024	10/02/24 claims/minutes	20.1170 • Printing & Publishing	General Fund	61.89
Bill	10/24/2024	11/20/2024	10/16/24 claims/minutes	20.1170 - Printing & Publishing	General Fund	64.84
Bill	10/03/2024	11/20/2024	10/03/24 ad for director	20.1170 - Printing & Publishing	Library Department	28.55
Total Harlan County Journal						267.50
Harlan County Senior Center						
Bill	11/19/2024	11/20/2024	Annual Donation	20.1037 • Economic Development	General Fund	3,000.00
Total Harlan County Senior Center						3,000.00
Hogeland's Market-37						
Bill	11/01/2024	11/20/2024	office - coffee, facial tissue, napkins,	30.1120 • Supplies	General Fund	33.71
Total Hogeland's Market-37						33.71
Hogeland's Market-47						
Bill	11/15/2024	11/20/2024	half & half	30.1044 - Purchases Food	Golf Fund	3.49
Bill	11/15/2024	11/20/2024	limes	30.1044 • Purchases Food	Golf Fund	2.90
Bill	11/15/2024	11/20/2024	OJ	30.1042 • Purchases Beverages	Golf Fund	24.95
Bill	11/14/2024	11/20/2024	grape juice	30.1042 • Purchases Beverages	Golf Fund	23.36
Bill	11/02/2024	11/20/2024	candy	30.1044 - Purchases Food	Golf Fund	5.19
Bill	11/02/2024	11/20/2024	cleaning supplies	30.1120 • Supplies	Golf Fund	32.98
Bill	11/07/2024	11/20/2024	OJ, apple juice	30.1042 • Purchases Beverages	Golf Fund	13.67
Bill	11/03/2024	11/20/2024	limes, cherries, oranges	30.1044 • Purchases Food	Golf Fund	11.83

City of Alma
Unpaid Claims by Vendor

November 7, 2024 thru November 20, 2024

Type	Date	Due Date	Memo	Account	Class	Amount
Bill	11/03/2024	11/20/2024	pop purchase	30.1042 • Purchases Beverages	Golf Fund	6.00
Bill	10/19/2024	11/20/2024	hot dogs, creamer, olives , ketchup, III	30.1044 • Purchases Food	Golf Fund	45.27
Bill	10/19/2024	11/20/2024	cleaning supplies	30.1120 • Supplies	Golf Fund	12.19
Bill	10/17/2024	11/20/2024	limes	30.1044 • Purchases Food	Golf Fund	1.16
Bill	10/17/2024	11/20/2024	cleaning supplies	30.1120 • Supplies	Golf Fund	37.94
Bill	10/30/2024	11/20/2024	half & half, juice	30.1044 • Purchases Food	Golf Fund	6.77
Bill	10/31/2024	11/20/2024	candy	30.1044 • Purchases Food	Golf Fund	14.38
Bill	10/25/2024	11/20/2024	limes	30.1044 - Purchases Food	Golf Fund	3.48
Total Hogeland's Market-47						245.56
Itron						
Bill	11/18/2024	11/20/2024	Software & Data Migration	20.1025 • Computer Services & Soft Water Utility Departi		306.75
Bill	11/18/2024	11/20/2024	Software & Data Migration	20.1025 • Computer Services & Soft Gas Utility Departmf		306.75
Bill	11/18/2024	11/20/2024	Software & Data Migration	20.1025- Computer Services & Soft Wastewater Utility C		306.75
Bill	11/18/2024	11/20/2024	Software & Data Migration	20.1025 - Computer Services & Soft Sanitation DepartmE		306.75
Total Itron						1,227.00
Jeff Lynch.						
Bill	11/09/2024	11/20/2024	October Cleaning Services	10.4005 • Nonemployee Compensat Airport Fund		25.00
Bill	11/09/2024	11/20/2024	October Cleaning Services	10.4005 • Nonemployee Compensat General Fund		86.25
Bill	11/09/2024	11/20/2024	October Cleaning Services	10.4005 - Nonemployee Compensat Community Building		488.75
Total Jeff Lynch.						600.00
Kinetic Leasing						
Bill	11/08/2024	11/20/2024	2024 Elgin Pelican Broom Sweeper	60.2500 • Loan Principal Payments Street Department		44,014.98
Bill	11/08/2024	11/20/2024	2024 Elgin Pelican Broom Sweeper	60.3000 - Loan Interest Payments Street		2,680.51
Total Kinetic Leasing						46,695.49
Long Island Redi-Mix LLC						
Bill	10/03/2024	11/20/2024	65k - 2 yards	30.1060 - Gravel & Barrow Pheasant Ridge Tra		300.00
Total Long Island Redi-Mix LLC						300.00
Marriott Hotel						
Bill	11/08/2024	11/20/2024	LNM Annual Conference - Hal	20.1260 • Travel & Meal Expense General Fund		224.00
Total Marriott Hotel						224.00
Matt Friend Truck Equipment						
Bill	10/23/2024	11/20/2024	plow for 2024 GMC Sierra	50.1300 • Cap Outlay - Equip & fixtui Street Department		10,835.55
Total Matt Friend Truck Equipment						10,835.55

City of Alma Unpaid Claims by Vendor

November 7, 2024 thru November 20,
2024 Memo

Type	Date	Due Date	Account	Class	Amount
Michael Todd Industrial Supply					
Bill	11/12/2024	11/20/2024	parts for plow	50.1300 • Cap Outlay - Equip & fixtui Street Department	76.55
Total Michael Todd Industrial Supply					76.55
Mutual of Omaha					
Bill	11/20/2024	11/20/2024	Russ-Life/AD&D	10.2010 - Emp Health & Life Insuran Gas Utility Departm(4.68
Bill	11/20/2024	11/20/2024	Keri-Life/AD&D	10.2010- Emp Health & Life Insuran Library Department	4.68
Bill	11/20/2024	11/20/2024	Travis-Life/AD&D	10.2010 • Emp Health & Life Insuran Street Department	3.60
Bill	11/20/2024	11/20/2024	Travis-Life/AD&D	10.2010 - Emp Health & Life Insuran Wastewater Utility C	3.60
Bill	11/20/2024	11/20/2024	Scott-Life/AD&D	10.2010 • Emp Health & Life Insuran Water Utility Departs	7.20
Bill	11/20/2024	11/20/2024	Kent-Life/AD&D	10.2010 • Emp Health & Life Insuran Gas Utility Departml	7.20
Bill	11/20/2024	11/20/2024	Tashia-Life/AD&D	10.2010 • Emp Health & Life Insuran Water Utility Depart(3.60
Bill	11/20/2024	11/20/2024	Tashia-Life/AD&D	10.2010 • Emp Health & Life Insuran General Fund	3.60
Bill	11/20/2024	11/20/2024	Bowde-Life/AD&D	10.2010 • Emp Health & Life Insuran Sanitation Departure	7.20
Bill	11/20/2024	11/20/2024	Dawn-Life/AD&D	10.2010 • Emp Health & Life Insuran Gas Utility Departmi	7.20
Bill	11/20/2024	11/20/2024	Jeff-Life/AD&D	10.2010 - Emp Health & Life Insuran Gas Utility Deparbnt	7.20
Total Mutual of Omaha					59.76
Mutual of Omaha-Glf					
Bill	11/20/2024	11/20/2024	Jordy-Life/AD&D	10.2010 • Emp Health & Life Insuran Golf Fund	7.20
Total Mutual of Omaha-Glf					7.20
Nebraska Department of Revenue					
Bill	11/19/2024	11/20/2024	Lodging Tax - Oct 2024	20.1140 • Lodging Tax in Sales RV Park Fund	66.70
Total Nebraska Department of Revenue					66.70
Nebraska Public Health Environmental Lab					
Bill	11/13/2024	11/20/2024	Coliform, Fluoride	20.1280 • Water Testing Water Utility Depart(48.00
Total Nebraska Public Health Environmental Lab					48.00
Nebraska Public Power District, glf					
Bill	11/01/2024	11/20/2024	52297 / Storage Shed/Country Club	20.1040 • Electric Expense Golf Fund	478.07
Bill	11/01/2024	11/20/2024	52345 / Club House	20.1040 • Electric Expense Golf Fund	430.93
Bill	11/01/2024	11/20/2024	52357 / 480V Pumping Meter	20.1040 • Electric Expense Golf Fund	459.93
Total Nebraska Public Power District, glf					1,368.93
Nebraska Public Power District,gv't					
Bill	11/01/2024	11/20/2024	Municipal Lighting -52274	20A 040 • Electric Expense Street Department	2,408.53
Bill	11/01/2024	11/20/2024	City Office 614 Main - 52276	20A 040 - Electric Expense General Fund	77.01

City of Alma
Unpaid Claims by Vendor

November 7, 2024 thru November 20, 2024

Type	Date	Due Date	Memo	Account	Class	Amount
Bill	11/01/2024	11/20/2024	Siren 614 Main -52285	20.1040 • Electric Expense	Fire Department	31.58
Bill	11/01/2024	11/20/2024	Ball Field -52294	20.1040 • Electric Expense	Recreation Departm	31.58
Bill	11/01/2024	11/20/2024	Shelter House -52300	20.1040 - Electric Expense	Park Department	31.58
Bill	11/01/2024	11/20/2024	Sign N RR Track & Main St/Hwy 183	20.1040 - Electric Expense	Street Department	148.14
Bill	11/01/2024	11/20/2024	Comm Bldg-Main St -52312	20.1040 • Electric Expense	Community Building	41.78
Bill	11/01/2024	11/20/2024	210 Church Outlet & Light -52314	20.1040 • Electric Expense	Street Department	9.53
Bill	11/01/2024	11/20/2024	Auditorium 807 Main St -52317	20.1040 • Electric Expense	Community Building	66.21
Bill	11/01/2024	11/20/2024	Caring Cupboard -52320	20.1040 • Electric Expense	Community Building	153.23
Bill	11/01/2024	11/20/2024	Gas Storage 411 Main -52323	20.1040 • Electric Expense	Gas Utility Departmc	31.58
Bill	11/01/2024	11/20/2024	RV Trailer Park 501 South -52326	20.1040 • Electric Expense	RV Park Fund	603.76
Bill	11/01/2024	11/20/2024	City Shop 501 Main -52329	20.1040 • Electric Expense	Shop Department	102.02
Bill	11/01/2024	11/20/2024	North Siren Hwy 136 -52335	20.1040 - Electric Expense	Fire Department	47.37
Bill	11/01/2024	11/20/2024	Well Control -Division -52338	20.1040 • Electric Expense	Water Utility Depart]	31.58
Bill	11/01/2024	11/20/2024	Siren @ 100 2nd St -52340	20.1040 • Electric Expense	Fire Department	47.37
Bill	11/01/2024	11/20/2024	Filtering Station-Division -52343	20.1040 • Electric Expense	Street Department	30.00
Bill	11/01/2024	11/20/2024	Walking Path -52351	20.1040 • Electric Expense	Pheasant Ridge Tra	211.07
Bill	11/01/2024	11/20/2024	Gazebo Lights -52354	20.1040 • Electric Expense	Street Department	48.45
Bill	11/01/2024	11/20/2024	Sanitation -52363	20.1040 • Electric Expense	Sanitation DepartmE	37.90
Bill	11/01/2024	11/20/2024	Swimming Pool -24578	20.1040 - Electric Expense	Pool Department	70.94
Bill	11/01/2024	11/20/2024	Johnson Center LED Sign -25590	20.1040 • Electric Expense	Community Building	23.22
Total Nebraska Public Power District,gv't						4,284.43
Pinpoint-Library						
Bill	11/01/2024	11/20/2024	Telephone expense - Nov	20.1240 • Telephone Expense	Library Department	105.92
Total Pinpoint-Library						105.92
S & W Auto Parts-gov't						
Bill	11/18/2024	11/20/2024	headlight socket & lamp (2012 chevy	20.1200 • Repairs & Maint Equipme	Street Department	22.34
Bill	11/07/2024	11/20/2024	GM 3-pack utility	20.1200 • Repairs & Maint. Equipme	Street Department	10.99
Bill	11/14/2024	11/20/2024	screwdriver	30.1110 • Small Tools	Sanitation DepartmE	20.84
Total S & W Auto Parts-gov't						54.17
The Library Store						
Bill	11/11/2024	11/20/2024	book covers, acrylic frames, book tap	30.1120 • Supplies	Library Department	111.69
Total The Library Store						111.69

City of Alma
Unpaid Claims by Vendor

November 7, 2024 thru November 20, 2024

Type	Date	Due Date	Memo	Account	Class	Amount
Twin Valleys P.P.D.						
Bill	11/06/2024	11/20/2024	29397001 W/SW 2-2-18	20.1040 • Electric Expense	Water Utility Depart'	509.29
Bill	11/06/2024	11/20/2024	29397003 W/SWSW 2-2-18	20.1040 - Electric Expense	Water Utility Depart'	180.10
Bill	11/06/2024	11/20/2024	29397004 SWNW 27-2-18	20.1040 • Electric Expense	Airport Fund	81.35
Bill	11/06/2024	11/20/2024	29397005 SENE 28-2-18 Terminal	20.1040 - Electric Expense	Airport Fund	48.32
Total Twin Valleys P.P.D.						819.06
Vestis (Aramark Uniform Services)						
Bill	11/13/2024	11/20/2024	laundry bag	30.1120 - Supplies	Shop Department	1.65
Bill	11/13/2024	11/20/2024	Uniforms-Russ	20.1270 • Uniform Expense	Gas Utility Departm(6.62
Bill	11/13/2024	11/20/2024	Uniforms - Kent	20.1270 - Uniform Expense	Gas Utility Departm(6.62
Bill	11/13/2024	11/20/2024	Uniforms - Travis	20.1270 • Uniform Expense	Street Department	8.88
Bill	11/13/2024	11/20/2024	Uniforms - Scott	20.1270 • Uniform Expense	Water Utility Depart]	4.48
Bill	11/13/2024	11/20/2024	Uniforms - Jeff	20.1270 • Uniform Expense	Gas Utility Departml	6.62
Bill	11/13/2024	11/20/2024	Service Charge	20.1270 • Uniform Expense	General Fund	7.66
Bill	11/13/2024	11/20/2024	Mops	30.1120 • Supplies	Community Building	45.93
Bill	11/13/2024	11/20/2024	EasyCare Charge	20.1150 • Miscellaneous Other Expe	General Fund	12.36
Bill	11/06/2024	11/20/2024	laundry bag	30.1120 • Supplies	Shop Department	1.65
Bill	11/06/2024	11/20/2024	Uniforms-Russ	20.1270 • Uniform Expense	Gas Utility Departm(6.62
Bill	11/06/2024	11/20/2024	Uniforms - Kent	20.1270 • Uniform Expense	Gas Utility Departmi	6.62
Bill	11/06/2024	11/20/2024	Uniforms - Travis	20.1270 - Uniform Expense	Street Department	5.88
Bill	11/06/2024	11/20/2024	Uniforms - Scott	20.1270 - Uniform Expense	Water Utility Departi	4.48
Bill	11/06/2024	11/20/2024	Uniforms - Jeff	20.1270 • Uniform Expense	Gas Utility Departmi	6.62
Bill	11/06/2024	11/20/2024	Service Charge	20.1270 • Uniform Expense	General Fund	7.66
Bill	11/06/2024	11/20/2024	Mops	30.1120 • Supplies	Community Building	12.00
Bill	11/06/2024	11/20/2024	EasyCare Charge	20.1150 - Miscellaneous Other Expe	General Fund	12.36
Total Vestis (Aramark Uniform Services)						164.71
Waggoner Insurance Agency						
Bill	11/05/2024	11/20/2024	Ball Insurance: add 2024 GMC Sierra	20.1100 • Insurance Expense	Sanitation Departme	512.00
Total Waggoner Insurance Agency						512.00

City of Alma
Unpaid Claims by Vendor

November 7, 2024 thru November 20, 2024

Type	Date	Due Date	Memo	Account	Class	Amount
EFT'S						
Eagle Distributing of Grand Island	10/24/2024	10/24/2024	Liquor	30.1045 - Purchases Liquor	Golf Fund	195.55
Eagle Distributing of Grand Island	11/07/2024	11/07/2024	Beer	30.1041 - Purchases Beer	Golf Fund	323.25
Johnson Brothers of Nebraska	11/22/2024	11/22/2024	Liquor	30.1045 - Purchases Liquor	Golf Fund	87.00
Nebraskaland Distributors	11/13/2024	11/13/2024	Beer	30.1041 - Purchases Beer	Golf Fund	101.70
Republic National Distrubuting Co	11/22/2024	11/22/2024	Liquor	30.1045 - Purchases Liquor	Golf Fund	107A9
Republic National Distrubuting Co	12/06/2024	12/06/2024	Liquor	30.1045 - Purchases Liquor	Golf Fund	579.00
Southern Glazer's of NE	11/22/2024	11/22/2024	Liquor	30.1045 - Purchases Liquor	Golf Fund	377.61
Southern Glazer's of NE	12/06/2024	12/06/2024	Liquor	30.1045 - Purchases Liquor	Golf Fund	184.44
EPX Pay Merchant Services	10/31/2024	10/31/2024	Credit Card Fees - Oct	20.1029 - Credit Card Transactions	General Fund	23.12
EPX Pay Merchant Services	10/31/2024	10/31/2024	Credit Card Fees - Oct	20A 029 - Credit Card Transactions	Gas Utility Departm(23.12
EPX Pay Merchant Services	10/31/2024	10/31/2024	Credit Card Fees - Oct	20.1029 - Credit Card Transactions	Water Utility Depart!	23.13
EPX Pay Merchant Services	10/31/2024	10/31/2024	Credit Card Fees - Oct	20.1029 - Credit Card Transactions	Wastewater Dept	23.12
EPX Pay Merchant Services	10/31/2024	10/31/2024	Credit Card Fees - Oct	20.1029 - Credit Card Transactions	Sanitation Dept	23.12
Nebraska Department of Revenue	11/20/2024	11/20/2024	October Sales Tax	20.1230 • Sales Tax in Sales	Gas Utility Departm(1,293.57
Nebraska Department of Revenue	11/20/2024	11/20/2024	October Sales Tax	20.1230 • Sales Tax in Sales	Water Utility Depart!	346.74
Nebraska Department of Revenue	11/20/2024	11/20/2024	October Sales Tax	20.1230 • Sales Tax in Sales	Wastewater Utility C	615.76
Nebraska Department of Revenue	11/20/2024	11/20/2024	October Sales Tax	20.1230 - Sales Tax in Sales	RV Park	122.84
Nebraska Department of Revenue	11/20/2024	11/20/2024	October Sales Tax-Golf	20.1231 • Sales Tax in Sales - Golf	General Fund	823.32
						<hr/> 5,273.88

City of Alma
Unpaid Claims by Vendor

November 7, 2024 thru November 20, 2024

Type	Date	Due Date	Memo	Account	Class	Amount
PAYROLL & BENEFITS	11/21/2024	11/21/2024	Payroll & Benefits		Gas Utility Departmi	8,478.50
	11/21/2024	11/21/2024	Payroll & Benefits		General Fund	6,766.16
	11/21/2024	11/21/2024	Payroll & Benefits		Golf Fund	4,799.38
	11/21/2024	11/21/2024	Payroll & Benefits		Library Department	1,195.39
	11/21/2024	11/21/2024	Payroll & Benefits		Sanitation Dept	2,010.04
	11/21/2024	11/21/2024	Payroll & Benefits		Street Department	2,911.58
	11/21/2024	11/21/2024	Payroll & Benefits		Water Utility Departs	2,775.68
						28,936.73

Total Expenditures

11/20/2024 112,568.24

Mayor Hal Haeker

Councilwoman Dyann Collins

Councilman Tom Moulton

Councilman Chris Tripe

Councilman Larry Casper

City of Alma
Year to Date Treasurer Report
October 31, 2024

Fund Description	(B)		(D)		(E)		(F)		(G) Total		(H)		(I)		(J)		(K)		(L)		(M)		(N)	
	Checking Beginning Balance 10/1/2024		Cart of Deposit Beginning Balance 10/1/2024		Due From (Due To) Balance 10/1/2024		(B+D+E) Total Beginning Balance 10/1/2024		Deposits YTD 10/31/2024		Transfers In Transfers (Out) YTD 10/31/2024		Total Disbursements YTD 10/31/2024		(F+G+H-1) Total Ending Balance 10/31/2024		(B+G+H-1) Checking Ending Balance 10/31/2024		(D+G+H-1) Money Market Ending Balance 10/31/2024		Cart of Deposit Ending Balance 10/31/2024		Due From (Due To) Balance 10/31/2024	
General	\$ 331,232.13		\$ 494,252.41				\$ 825,484.54	\$	48,323.45	\$	(66,041.27)	\$	67,772.92	\$	739,993.80	\$	245,741.39				\$ 494,252.41		\$ -	
Fire Building	-		\$ -				\$ -	\$	1,785.00	\$		\$	163.22	\$	1,621.78	\$	1,621.78				\$ -		\$ -	
Electrical Fund	-		\$ -				\$ -	\$	17,327.56	\$		\$	-	\$	17,327.56	\$	17,327.56				\$ -		\$ -	
Police	-		\$ -				\$ -	\$		\$	20,808.00	\$	3,468.00	\$	17,340.00	\$	17,340.00				\$ -		\$ -	
Community Buildings	\$ 349,042.67		\$ -				\$ 349,042.67	\$	187.50	\$		\$	1,657.40	\$	347,572.77	\$	347,572.77				\$ -		\$ -	
CRA	\$ 8,816.52		\$ -				\$ 8,816.52	\$	4.85	\$		\$	-	\$	8,821.37	\$	8,821.37				\$ -		\$ -	
Park	-		\$ -				\$ -	\$	-	\$	5,000.00	\$	1,253.54	\$	3,746.46	\$	3,746.46				\$ -		\$ -	
Pool	\$ 72,412.81		\$ -				\$ 72,412.81	\$	12,816.34	\$		\$	1,613.84	\$	83,615.31	\$	83,615.31				\$ -		\$ -	
Recreation	-		\$ -				\$ -	\$	-	\$	5,000.00	\$	3,157.48	\$	1,842.52	\$	1,842.52				\$ -		\$ -	
Shop	-		\$ -				\$ -	\$	-	\$	5,000.00	\$	282.30	\$	4,717.70	\$	4,717.70				\$ -		\$ -	
Street	\$ 197,920.44		\$ 270,000.00				\$ 467,920.44	\$	27,924.91	\$		\$	44,636.63	\$	451,208.72	\$	181,208.72				\$ 270,000.00		\$ -	
Library	\$ 4,204.88		\$ -				\$ 4,204.88	\$	175.00	\$	25,000.00	\$	6,381.92	\$	22,997.96	\$	22,997.96				\$ -		\$ -	
Hospital Bond Sinking Fund	\$ 10,053.72		\$ 262,279.24				\$ 272,332.96	\$	2.00	\$	1,666.67	\$	-	\$	274,001.63	\$	11,722.39				\$ 262,279.24		\$ -	
Trail Project	-		\$ -				\$ -	\$	-	\$	5,000.00	\$	219.06	\$	4,780.94	\$	4,780.94				\$ -		\$ -	
Housing Rehab	\$ 22,047.81		\$ -				\$ 22,047.81	\$	470.31	\$		\$	-	\$	22,518.12	\$	22,518.12				\$ -		\$ -	
Airport	\$ 41,748.13		\$ 5,000.00				\$ 46,748.13	\$	2,140.37	\$		\$	1,288.21	\$	47,600.29	\$	42,600.29				\$ 5,000.00		\$ -	
Gas	\$ 319,411.06		\$ 410,000.00				\$ 729,411.06	\$	18,877.12	\$		\$	94,807.96	\$	653,480.22	\$	243,480.22				\$ 410,000.00		\$ -	
Water	\$ 253,820.64		\$ 90,000.00				\$ 343,820.64	\$	45,441.27	\$		\$	17,957.46	\$	371,304.45	\$	281,304.45				\$ 90,000.00		\$ -	
Wastewater	\$ 71,806.74		\$ 7,000.00				\$ 78,806.74	\$	10,823.26	\$		\$	4,101.41	\$	85,528.59	\$	78,528.59				\$ 7,000.00		\$ -	
Sanitation	\$ 145,166.50		\$ -				\$ 145,166.50	\$	17,452.23	\$		\$	60,206.44	\$	102,412.29	\$	102,412.29				\$ -		\$ -	
Golf	\$ 33,205.86		\$ -				\$ 33,205.86	\$	14,762.49	\$	(1,433.40)	\$	24,378.35	\$	22,156.60	\$	22,156.60				\$ -		\$ -	
RV Park	\$ 231,057.38		\$ -				\$ 231,057.38	\$	4,398.00	\$		\$	1,906.08	\$	233,549.30	\$	233,549.30				\$ -		\$ -	
Totals	\$ 2,091,947.29		\$ 1,538,531.65				\$ 3,630,478.94	\$	222,911.66	\$	(0.00)	\$	335,252.22	\$	3,518,138.38	\$	1,979,606.73	\$			\$ 1,111,111.11		\$ -	

NEBRASKA,

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

10/23/2024

City of Alma
614 Main Street
Box 468
Alma, NE 68920-0468

Enclosed is the City Maintenance Agreement with the Nebraska Department of Transportation for highway corridors through your community. This agreement begins January 1, 2025, and runs thru December 31, 2025. Please arrange for the review and execution of these documents by the proper city officials and return to this office by **December 1, 2024**, for processing. A copy will be returned to the City once it is executed by the Nebraska Department of Transportation.

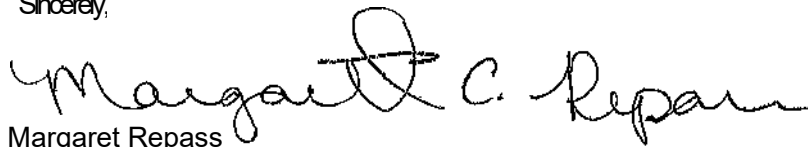
Due to an increase in cost of materials and equipment, NDOT will begin using a 3-year state average (per lane mile) to create a fair rate for snow removal, system preservation, and right-of-way maintenance. Each supplement after the 2025 agreement will show a 3% increase. Following the fourth supplement, the Department will calculate a new 3-year average for a new base rate set to begin in 2030. For budgeting purposes, the chart below shows the rates (per lane mile) for years 2026 — 2029.

	2026	2027	2028	2029
Snow Removal	\$ 1,470.00	\$ 1,510.00	\$ 1,560.00	\$ 1,600.00
System Preservation	\$ 2,090.00	\$ 2,160.00	\$ 2,220.00	\$ 2,290.00

Enclosed is a Certificate of Compliance for the Maintenance Agreement which confirms all the NDOT system maintenance through your city limits has been completed as required by the Agreement for the period January 1, 2024, thru December 31, 2024.

When compliance has been verified, please have it signed by the appropriate city officials and returned to my attention to our office by **January 10, 2025**.

Sincerely,



Margaret Repass

Administrative Assistant
Enclosures

Vicki Kramer, Director
Department of Transportation

District 7 Headquarters
619 Auditorium Drive
McCook, NE 68001-3569

OFFICE 308-345-8490 FAX 308-345-8492
NDOT.Contact@nebraska.gov

dot.nebraska.gov



June 8, 2022

Certified Mail 7021 2720 0000 2403 5593

Return receipt requested

Ms. Jessica Miller, City Clerk
City of Alma
Post Office Box 468
Alma, NE 68920

Re: Request for Renewal of Cable Franchise under Section 626 of the Cable Act

Dear Ms. Miller:

The employees of Eagle Broadband Investments, LLC ("Eagle") take pride in providing cable services to our customers residing in the City. Our records indicate that our Franchise is due to expire on or about December 17, 2024. Eagle regularly provides the municipalities we serve with this notice to commence the franchise renewal process in accordance with the provisions of Section 626 of the Federal Cable Act because we look forward to renewing our Franchise with your City.

Section 626 of Title VI of the Communications Act of 1934, as amended (the "Cable Act") contains provisions that detail the procedure for the renewal of franchises. In order to comply with these provisions, Eagle requests that the City commence renewal proceedings in accordance with the requirements of Section 626(a) through (g) of the Cable Act.

As you may know, Section 626(h) of the Cable Act allows the parties to renew a franchise without going through the extensive, formal procedure specified in Sections 626(a) through (g). We believe that this informal process may be preferable for both the City and Eagle. As we continue this process, we will send you a copy of Eagle's proposed franchise for your consideration.

Please let us know if you have any questions regarding this notice. We look forward to continuing to serve our City customers.

Sincerely,

Travis Kohlrus, Regional VP of Operations
Office: (785) 301-2096
Email: Travis.Kohlrus@Vyvebb.com

AN ORDINANCE GRANTING A FRANCHISE TO EAGLE BROADBAND INVESTMENTS, LLC TO MAINTAIN A CABLE COMMUNICATIONS SYSTEM IN THE CITY OF ALMA, NEBRASKA; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR REGULATION AND USE OF THE SYSTEM; AND PRESCRIBING PENALTIES FOR THE VIOLATION OF ITS PROVISIONS

The City of Alma, Nebraska ordains:

FINDINGS

In the review of Eagle Broadband Investments, LLC ("Grantee"), the City of Alma, Nebraska ("Grantor") makes the following findings:

- 1.) The Grantee's technical ability, financial condition, legal qualifications, and character were considered and approved in a full public proceeding after due notice and a reasonable opportunity to be heard;
- 2.) Grantee's plans for operating the System were considered and found adequate and feasible in a full public proceeding after due notice and a reasonable opportunity to be heard; and
- 3.) The Franchise granted to Grantee by Grantor complies with the existing applicable laws and regulations.

SECTION 1.

SHORT TITLE AND DEFINITIONS

1.) Short Title. This Franchise Ordinance shall be known and cited as the Cable Communications Ordinance.

2.) Definitions. For the purposes of this Franchise, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory. The word "may" is directory and discretionary and not mandatory.

(a) "Basic Cable Service" means any service tier which includes the lawful retransmission of local television broadcast signals and any public, educational, and governmental access programming required by the franchise to be carried on the basic tier in analog and/or digital format. Basic Cable Service as defined herein shall not be inconsistent with 47 U.S.C. §543(b)(7).

(b) "Cable Programming Service" means any Video Programming provided over a Cable System, regardless of service tier, including installation or rental of equipment used for the receipt of such Video Programming, other than:

- (1) Video Programming carried on the Basic Service Tier;

(2) Video Programming offered on a pay-per-channel or pay-per-program basis; or

(3) A combination of multiple channels of pay-per-channel or pay-per-program Video Programming offered on a multiplexed or time-shifted basis so long as the combined service:

a. consists of commonly-identified Video Programming; and

b. is not bundled with any regulated tier of service.

Cable Programming Service as defined herein shall not be inconsistent with the definition as set forth in 47 U.S.C. §543(1)(2) and 47 C.F.R. 76.901(b) (1993).

(c) "Cable Service" means the one-way transmission to Subscribers of Video Programming, or other programming service, and Subscriber interaction, if any, which is required for the selection of such Video Programming or other programming service.

(d) "Cable System" or "System" means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within a community, but such term does not include:

(1) a facility that serves only to retransmit the television signals of one or more television broadcast stations;

(2) a facility that serves Subscribers without using any public right-of-way;

(3) a facility of a common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. §§201 et seq., except that such facility shall be considered a Cable System (other than for purposes of 47 U.S.C. §541 (c) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;

(4) an open video system that complies with 47 U.S.C. §653; or

(5) any facilities of any electric utility used solely for operating its electric utility systems.

(e) "City" means City of Alma, Nebraska, acting by and through its City Council.

"Drop" means the cable that connects the ground block on the Subscriber's residence to the nearest tap of the System.

(g) "FCC" means the Federal Communications Commission and any legally appointed, designated or elected agent or successor.

(h) "Franchise" means the non-exclusive rights granted pursuant to an initial authorization, or renewal thereof (including a renewal of an authorization which has been granted subject to 47 USC §546) issued by a franchising authority, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, agreement, or otherwise, which authorizes the construction or operation of a Cable System.

(i) "Franchise Area" means the area within the legal boundaries of City.

(j) "Grantee" is Eagle Broadband Investments, LLC.

(k) "Grantor" is the City of Alma, Nebraska.

(l) "Gross Revenue" means all monthly revenue received from Basic Cable Service, Cable Programming Service, and Pay Television directly by Grantee from the operation of its System within Franchise Area. The term "Gross Revenues" shall not include Installation fees, disconnection fees, upgrade and downgrade of service fees, fees for telecommunications or information services, if any, fees for the sale, leasing, or servicing of equipment, franchise fees, advertising revenues, late fees, insufficient funds checking fees, FCC regulatory fees, tower rent, network capacity and facilities rent for the provision of non-cable services (voice or data services), investment income, any fees itemized and passed through as a result of Franchise imposed requirements, or any taxes or fees on services furnished by Grantee imposed directly on any Subscriber or user by any municipality, state, or other governmental unit and collected by Grantee for such governmental unit.

(m) "Installation" means the connection of the System from feeder cable to the point of connection, including Standard Installations and custom installations.

(n) "Lockout Device" means an optional mechanical or electrical accessory to a Subscriber's terminal which inhibits the viewing of a certain program, certain channel, or certain channels provided by way of the Cable System.

(o) "Multichannel Video Program Distributor" or "MVPD" means a person such as, but not limited to, a cable operator, a multichannel multipoint distribution service, a direct broadcast satellite service, or a television receive-only satellite program distributor, who makes available for purchase, by subscribers or customers, multiple channels of video programming.

(p) "Open Video Services" or "OVS" means any Video Programming Services provided to any person in the Franchise Area by a Person certified by the

FCC to operate an Open Video System pursuant to Section 47 USC §573, as may be amended, regardless of the facilities used.

(q) "Pay Television" means the delivery over the System of pay-per-channel or pay-per-program audio-visual signals to Subscribers for a fee or charge, in addition to the charge for Basic Cable Service or Cable Programming Services.

(r) "Person" is any person, firm, partnership, association, corporation, company, or other legal entity.

(s) "Standard Installation" means any residential installation which can be completed using a Drop of one hundred twenty-five (125) feet or less.

(t) "Street" means the surface of, and the space above and below, any public street, road, highway, freeway, lane, alley, path, court, sidewalk, parkway, or drive, or any easement or right-of-way now or hereafter held by Grantor.

(u) "Subscriber" means any Person who lawfully receives Cable Service.

(v) "Video Programming" means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

SECTION 2.

GRANT OF AUTHORITY AND GENERAL PROVISIONS

1.) Franchise Required. It shall be unlawful for any Person to construct, operate or maintain a Cable System or to provide Cable Service or other competing MVPD services, including OVS, in the Franchise Area without a Franchise in the form of a Franchise Agreement as required by Section 2(3)(c) herein.

2.) Grant of Franchise. This Franchise is granted pursuant to the terms and conditions contained herein.

3.) Grant of Nonexclusive Authority.

(a) Grantee shall have the right and privilege to construct, erect, operate, repair and maintain, in, upon, along, across, above, over and under the Streets, alleys, public ways and public places now laid out or dedicated and all extensions thereof, and additions thereto in the Franchise Area, poles, wires, cables, underground conduits, manholes, and other television conductors and fixtures necessary for the maintenance and operation in the Franchise Area of a Cable System as herein defined.

(b) Grantee shall have the right to conduct direct selling in the Franchise Area, including door to door sales, notwithstanding any peddler or solicitor laws or regulations to the contrary.

(c) This Franchise shall be nonexclusive, and Grantor reserves the right to grant a similar use of said Streets to any MVPD at any time during the period of this Franchise, provided, however, that any additional Franchise shall contain the same substantive terms and conditions as this Franchise in order that one MVPD is not granted a competitive advantage over another. In the event a MVPD commences operation without a Franchise or is granted a Franchise or permit to operate by Grantor, the terms and conditions of which do not comply with this Franchise, Grantee shall have the right either (i) to accept the material terms of the competitor's Franchise by providing ten (10) days prior written notice to Grantor, which shall then act to amend this Franchise within thirty (30) days; or (ii) to petition Grantor for modifications to this Franchise, in which case Grantor shall work in good faith with Grantee to review and adopt the modifications which Grantee deems necessary, and such review and approval by Grantor shall not be unreasonably denied or withheld. A MVPD is not an entity that provides direct broadcast satellite services for purposes of this Section 2(3). Notwithstanding any provisions of this Section 2(3) to the contrary, if Grantor does not possess authority under applicable laws to require a Franchise of a Person, the provisions of this Section shall not apply.

4.) Franchise Term. This Franchise shall be in effect for a period of fifteen (15) years from the date of acceptance by Grantee, unless renewed, revoked, or terminated sooner as herein provided.

5.) Previous Franchises. Upon acceptance by Grantee as required by Section 9 herein, this Franchise shall supersede and replace any previous franchise, ordinance or agreement granting a franchise to Grantee to own, operate and maintain a Cable System within the Franchise Area.

6.) Other Ordinances and Police Powers. Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of Grantee that are granted by this Franchise. This Franchise is a contract and Grantee reserves the right to challenge the provisions of any ordinance which conflicts with its contractual rights, either now or in the future. In the event of a conflict between any ordinance and this Franchise, this Franchise shall control; provided, however, that Grantee agrees that it is subject to the lawful exercise of Grantor's police power.

7.) Rules of Grantee. Grantee shall have the authority to promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonably necessary to enable said Grantee to exercise its rights and perform its obligation under this Franchise.

8.) Territorial Area Involved. This Franchise is granted for the corporate boundaries of Grantor, as such boundaries exist from time to time. In the event of annexation by Grantor, or as development occurs, any new territory shall become part of the area covered; provided, however, that Grantee shall not be required to extend service beyond

its present System boundaries unless Grantee finds in its sole opinion that one or more extensions of its service area are in the best financial and technical interests of Grantee and shall be subject to Grantee's ability to obtain the necessary easements or rights-of-way required.

9.) Written Notice. All notices, reports, or demands required to be given in writing under this Franchise shall be deemed to be given (i) when delivered personally to any officer of Grantee or Grantor, (ii) forty-eight (48) hours after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, addressed to the party to whom notice, report or demand is being given, or (iii) on the next business day if sent by express mail or nationally recognized overnight air courier addressed to the party to whom notice, report or demand is being given, in each case, as follows:

If to Grantor: City of Alma
 PO Box 468
 Alma, NE 68920
 Attn: Mayor

If to Grantee: Eagle Broadband Investments, LLC
 Four International Drive
 Suite 330
 Rye Brook, NY 10573
 Attn: Legal Department

Such addresses may be changed by either party upon notice to the other party given as provided in this Section.

10.) Basic Cable Service to Public Buildings. Subject to Grantee's receipt of all required easements, permits and authorizations, and upon written request of Grantor, Grantee shall provide a Standard Installation of one (1) cable Drop, one (1) cable outlet, (1) one digital television adapter (DTA), if required, monthly Basic Cable Service and such other services as may be requested by Grantor, to the extent available to Subscribers in the Franchise Area, to each of the public buildings listed on Schedule 1 attached hereto, if any. In exchange for the provision of such services, Grantor shall pay Grantee for the applicable installation, equipment and monthly service charges relating thereto at Grantee's applicable monthly recurring billing rates. Upon request by Grantor, Schedule 1 may be amended to include additional public buildings; provided, that in no event shall Grantee be required to extend service beyond its present System boundaries in order to provide Cable Service(s) to any public buildings that may be designated by Grantor.

SECTION 3.

CONSTRUCTION STANDARDS

1.) Construction Codes and Permits.

- (a) Grantee shall obtain all required permits from Grantor before commencing any construction upgrade or extension of the System, including the opening or disturbance of any Street, or private or public property within Franchise Area.
- (b) Except as contemplated by Section 6 hereof, Grantor shall impose no permit fees upon Grantee, including, without limitation, fees for the use of the public rights-of-way in the Franchise Area.
- (c) Grantor shall have the right to inspect all construction or installation work performed pursuant to the provisions of the permits and to make such tests at its own expense as it shall find necessary to ensure compliance with the terms thereof and applicable provisions of local, state and federal law; provided any such testing must be coordinated with Grantee to avoid service disruption to Subscribers.

2.) Repair of Streets and Property. Any and all Streets or public property which are disturbed or damaged during the construction, repair, replacement, relocation, operation, maintenance or reconstruction of the System shall be promptly restored by Grantee, at its expense, to a condition as good as that prevailing prior to Grantee's work.

3.) Conditions on Street Use.

- (a) If at any time during the period of this Franchise Grantor shall elect to alter, or change the grade or location of any Street, alley or other public way, Grantee shall, at its own expense, upon reasonable notice by Grantor, remove and relocate its poles, wires, cables, conduits, manholes and other fixtures of the System and, in each instance, comply with the standards and specifications of Grantor. Grantor shall reimburse Grantee for the actual cost of any such relocation. Grantee shall not be required to relocate for any telecommunications system or Cable System.
- (b) Grantee shall, on request of any Person holding a moving permit issued by Grantor, temporarily move its wires or fixtures to permit the moving of buildings with the expense of such temporary removal to be paid by the Person requesting the same, and Grantee shall be given not less than thirty (30) days advance notice to arrange for such temporary changes.
- (c) Grantee shall have the authority to trim any trees upon and overhanging the Streets, alleys, sidewalks, or public easements of Grantor so as to prevent the branches of such trees from coming in contact with the wires and cables of Grantee.

(d) Nothing in this Franchise relieves a Person from liability arising out of the failure to exercise reasonable care to avoid injuring Grantee's System or facilities while performing work in, on, under or over a Street or public place.

4.) Construction. In all cases, Grantee may construct and install its cables, wires and other facilities aerially or underground in Grantee's sole discretion.

SECTION 4.

SYSTEM PROVISIONS

1.) Technical Standards. The System shall comply, at minimum, with the technical standards promulgated by the FCC found in Title 47, Section 76.601 to 76.617, as may be amended or modified from time to time.

2.) Lockout Device. Upon the request of a Subscriber, Grantee shall provide by sale or lease a Lockout Device.

SECTION 5.

SERVICES PROVISIONS

1.) Subscriber Inquiry and Complaint Procedures. Grantee shall have a publicly listed toll-free telephone number and be operated so as to receive Subscriber complaints and requests on a twenty-four (24) hour-a-day, seven (7) days-a-week basis.

SECTION 6.

OPERATION AND ADMINISTRATION PROVISIONS

1.) Indemnification of Grantor. Grantee shall indemnify, defend, and hold harmless Grantor from and against all liability, damages, and penalties which it may be legally required to pay as a result of the exercise of this Franchise, except for (i) claims covered by worker's compensation insurance or other insurance coverage and (ii) claims arising directly or indirectly from, or related to, the negligence or misconduct of Grantor or its employees, contractors, representatives or agents.

2.) Notice and Process for Indemnification. In order for Grantor to assert its rights to be indemnified, defended, and held harmless, Grantor must with respect to each claim:

(a) Promptly notify Grantee in writing of any claim or legal proceeding which gives rise to such right; the failure to provide timely notice shall not affect the rights to indemnification hereunder, except to the extent that Grantee is prejudiced or demonstrates actual damage caused by such failure;

(b) Afford Grantee the opportunity to fully control any compromise, settlement or other resolution or disposition of any claim or proceeding. If a settlement will result in any continuing obligations of Grantor, then Grantee shall

not be entitled to settle any claim without Grantor's consent, which shall not be unreasonably withheld, delayed or conditioned; and

(c) Fully cooperate with reasonable requests of Grantee in its control, compromise, settlement or resolution or other disposition of such claim or proceeding.

4.) Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES ARISING IN CONNECTION WITH THIS FRANCHISE OR THE PROVISION OF SERVICES HEREUNDER, UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

5.) Insurance. Grantee shall maintain in full force and effect at its sole expense, a comprehensive general liability insurance policy, including contractual liability coverage. The policies of insurance shall be in the sum of not less than Three Hundred Thousand Dollars (\$300,000) for personal injury or death of any one Person, and One Million Dollars (\$1,000,000) for personal injury or death of two or more Persons in any one occurrence, Three Hundred Thousand Dollars (\$300,000) for property damage to any one Person and One Million Dollars (\$1,000,000) for property damage resulting from any one act or occurrence.

6.) Franchise Fee.

(a) Grantee will pay Grantor an annual franchise fee (as defined in 47 USC §542(g)) in the amount of five (5%) percent of Grantee's annual Gross Revenues.

(b) The franchise fee shall be payable quarterly. The payment shall be made within forty-five (45) days of the end of each of Grantee's fiscal quarters, together with a brief report showing the basis for the computation.

(c) Upon thirty (30) days prior written notice, Grantor or its authorized representative, shall have the right to conduct an independent audit of Grantee's records solely to determine Grantee's compliance with the franchise fee payment obligation imposed by this Franchise. Grantor's right to audit and Grantee's obligation to retain records related to franchise fee payments shall expire three (3) years after each franchise fee payment has been made to Grantor.

SECTION 7.

REVOCATION, ABANDONMENT, AND SALE OR TRANSFER

1.) Grantor's Right to Revoke. In addition to all other rights which Grantor has pursuant to law or equity, Grantor reserves the right to revoke, terminate or cancel this Franchise, and all rights and privileges pertaining thereto, if after strictly following the

procedures required by Section 7(2) hereof, it is determined that Grantee has violated any material provision of this Franchise and has failed to substantially cure said violation.

2.) Procedures for Revocation.

(a) Grantor shall provide Grantee with written notice of a cause for revocation and the intent to revoke and shall allow Grantee sixty (60) days subsequent to receipt of the notice in which to substantially cure the violation or to provide adequate assurance of performance. Together with the notice required herein, Grantor shall provide Grantee with written findings of fact which are the basis of the revocation.

(b) Grantee shall be provided the right to a public hearing affording due process before the Grantor elected body prior to revocation, which public hearing shall follow the sixty (60) day notice provided in paragraph (a) above. Grantor shall provide Grantee with written notice of its decision together with written findings of fact supplementing said decision.

(c) After the public hearing and upon written determination by Grantor to revoke the Franchise, Grantee may appeal said decision with an appropriate state or federal court or agency.

(d) During the appeal period, the Franchise shall remain in full force and effect; provided, however, Grantee may elect to discontinue offering Cable Service or terminate the franchise in its sole discretion at any time during the appeal period.

(e) Upon satisfactory correction by Grantee of the violation upon which said notice was given, the initial notice shall become void.

3.) Sale or Transfer of Franchise. No sale or transfer of this Franchise shall take place without the written approval of Grantor, which approval shall not be unreasonably withheld. All of the rights, privileges, obligations, duties, and liabilities created by this Franchise shall pass to and be binding upon the successor or assign of Grantee. Notwithstanding the foregoing, no approval shall be required for (i) a transfer or assignment of any right, title or interest of Grantee in this Franchise or the System to secure indebtedness, or (ii) a transfer or assignment of this Franchise or the System to an entity that through one or more intermediaries, owns or controls, or is owned or controlled by, or under common ownership or control with, Grantee.

4.) Grantee Termination of Franchise. In the event Grantee elects to terminate this Franchise and discontinue providing Cable Service, Grantee shall provide ninety (90) days prior written notice to Grantor. Upon the expiration of the ninety (90) day notice period, this Franchise shall be deemed to be rescinded and Grantee shall be deemed to be released from any further obligations to Grantor with no further action required by Grantee or Grantor.

SECTION 8.

MISCELLANEOUS PROVISIONS

- 1.) Franchise Renewal. Any renewal of this Franchise shall be done in accordance with applicable federal, state and local laws and regulations.
- 2.) Amendment of Franchise. Grantee and Grantor may agree, from time to time, to amend this Franchise. Such written amendments may be made at any time if Grantor and Grantee agree that such an amendment will be in the public interest or if such an amendment is required due to changes in federal, state or local laws. Grantor shall act pursuant to local law pertaining to the amendment process.
- 3.) Subscriber Privacy. Grantee shall comply with the terms of 47 USC §551 relating to the protection of Subscriber privacy.
- 4.) Force Majeure. Grantee shall not be held in default under, or in noncompliance with, the provisions of this Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of this Franchise), where such noncompliance or alleged faults occurred or were caused by riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature or judicial order or regulation or fiber cut or other damage to the Cable System or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which Grantee's cable and/or equipment is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary and delays caused by limited access to easements, poles or Streets.
- 5.) Integration. This Franchise constitutes the sole and entire understanding and agreement of Grantor and Grantee with respect to the subject matter contained herein and supersedes all prior or contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.
- 6.) Severability. If any provision of this Franchise is for any reason held illegal or invalid, or is preempted by any Federal law, rule or regulation, such provision shall be deemed to be separate and distinct and such holding or preemption shall not affect the validity of the remaining provisions of this Franchise.

SECTION 9.

PUBLICATION, EFFECTIVE DATE AND ACCEPTANCE

- 1.) Publication: Effective Date. If applicable, this Franchise shall be published in accordance with law. The effective date of this Franchise shall be the date of acceptance by Grantee in accordance with the provisions of Section 9(2) hereof

2.) Acceptance.

(a) Grantee shall accept this Franchise by executing same. Such acceptance by the Grantee shall be deemed the grant of this Franchise for all purposes. With its acceptance, Grantee shall also deliver any insurance certificates required herein that have not been previously delivered.

(b) Upon acceptance of this Franchise, Grantee shall be bound by all the terms and conditions contained herein.

Passed and adopted this _____ day of _____, 2024

GRANTOR

City of Alma, Nebraska

By: _____

Name:

Title:

ATTEST:

City Clerk

GRANTEE ACCEPTANCE

This Franchise is accepted and we agree to be bound by its terms and conditions.

Eagle Broadband Investments, LLC

By: _____ Date: _____

Name:

Title:

COMMERCIAL LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this _____ day of _____, 2024, by and between CITY OF ALMA, NEBRASKA, A Nebraska Municipality (hereinafter referred to as "Landlord"), and ALMA PARROT THEATRE, INC. (hereinafter referred to as "Tenant").

ARTICLE I GRANT OF LEASE

Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by the Tenant, does hereby exclusively lease to the Tenant, and the Tenant does hereby lease and take from the Landlord, the property (hereinafter the "Leased Premises") described in the attached EXHIBIT A.

ARTICLE II TERM OF LEASE

The term of this lease shall begin on _____ and continue for one (1) year. After one (1) year, the lease shall automatically renew on an annual basis.

ARTICLE III RENT PAYMENT

Tenant agrees to pay Landlord, and the Landlord agrees to accept, rent in the amount of one dollar (\$ 1.00) annually.

ARTICLE IV UTILITIES

Landlord shall keep utilities in operating order at the Leased Premises. All utility services shall be the full responsibility of Tenant.

ARTICLE V TAXES

Landlord shall be responsible for the payment of all real estate taxes, if any so assessed, except for any special assessments which may be attributed to Tenant's use, like if placed as a lien against the Leased Premises for the non-payment of utilities or nuisance abatement.

ARTICLE VI IMPROVEMENTS AND ALTERATIONS

Tenant is not allowed to make any alterations, use, or otherwise exist within the Leased Premises in a manner which would diminish its value. Any renovations, remodels, or structural changes shall be at Tenant's expense with no reimbursement upon termination and must be brought before Landlord and approved before work is to begin.

ARTICLE VII
MAINTENANCE AND REPAIRS

Landlord shall keep the Leased Premises free of material defects and keep the major structural components (like electrical and plumbing) in working order, with the exception of omission or neglect upon the Tenant's part, in which case the Tenant shall be responsible for repairs.

Tenant shall, at all times, maintain the Leased Premises in good order and working condition, reasonable wear and tear to be excepted. Tenant shall also ensure that all city ordinances, state laws, and other zoning regulations are complied with. Tenant shall further have a duty to immediately notify Landlord if, at anytime, material defects are present on the premises and in need of repair. At all times, Tenant shall be responsible for snow removal and lawn care at the Leased Premises.

ARTICLE VIII
PARTY COVENANTS

Tenant shall have the exclusive duty to:

- (A) Use the Leased Premises as a public, not-for-profit movie theater only,
- (B) Procure any licenses and permits required for any use made of the Leased Premises by Tenant;
- (C) Permit Landlord and Landlord's agent(s) to examine the Leased Premises at reasonable times, provided that Landlord shall not thereby unreasonably interfere with the conduct of Tenant's business;
- (D) Provide its own liability insurance coverage for any of Tenant's visitors, customers, guests, licensees, and assigns, insuring both Landlord and Tenant against injury to person or damage to property on or about the Leased Premises, in addition to any insurance coverage Tenant may undertake which shall protect Tenant's personal property being stored in or on the Leased Premises;
- (E) Remove its goods and effects and those of all persons claiming under it upon the expiration or termination of this Lease, and to yield up peaceably to Landlord the Leased Premises in good order, repair, and condition in all respects; excepting only damage by reasonable wear and tear; and
- (F) Provide at least sixty (60) days' written notice of termination to Landlord after the initial one-year term set forth herein.

Landlord shall have the exclusive duty to:

- (A) Give Tenant the first right of refusal on the tenancy for the Leased Premises for at least five (5) years from the date the initial one-year term commences; and
- (B) Except for ,good cause to terminate ("good cause" including, but not limited to: unlawfu_ use of the property, non-payment of rents, failure to keep the

Leased Premises in good condition, or otherwise breaking any covenants or provisions set forth herein), provide Tenant with at least one hundred twenty (120) days' notice of termination after the initial one-year term set forth herein.

ARTICLE IX
INDEMNITY BY IENANT

Tenant shall hold Landlord harmless and indemnify Landlord from all injury, loss, claim, or damage to any person or property while the same is on the Leased Premises, unless caused by the willful acts, omissions, or gross negligence of Landlord.

ARTICT E X
ASSIGNMENT

Nothing herein shall give Tenant the right to sublease, rent, assign, or license the use of the property to any sublessee, assignee, or licensee without the express written consent of Landlord.

ARTICLE XI
DEFAULT

Default or other breach of this Lease entitles Landlord to terminate this Lease, as provided herein, and recover from Tenant all damages Landlord may incur by reason of Tenant's default; including, without limitation, a sum which, at the date of such termination, represents the then-value of the excess, if any, of the rent and all other sums which would have been payable hereunder by Tenant for any prepaid periods.

ARTICLE XII
FIXTURES

All personal property, furnishings, and equipment supplied by Landlord which serve or are located in the Leased Premises shall not be removed from the Leased Premises by the Tenant. The same shall be kept and used in a manner which shall not diminish its value or be contrary to its intended use.

ARTICLE XIII
NOTICFS AND ADDRESSES OF PARTIES

All notices, including rent payments, to Landlord shall be sent to Landlord at:

COPY

All notices to Tenant shall be sent to Tenant at:

ARTICLE XIV
MISCELLANEOUS PROVISIONS

This agreement shall, at all times, be interpreted pursuant to the laws of the State of Nebraska.

This agreement shall be binding on the parties hereto, as well as their heirs, successors, and assigns.

City of Alma by Mayor, Hal Haeker, LANDLORD

STATE OF NEBRASKA)

HARLAN COUNTY)

On _____, 2024, before me appeared HAL HAEKER, Mayor, to execute the foregoing on behalf of the City of Alma, Nebraska pursuant to his lawful authority for the same.

(S e al)

Notary Public

Alma Parrot Theatre, Inc. by:

Printed Name: _____

Title: _____

STATE OF NEBRASKA)

COUNTY OF HARLAN)

On _____ 2024, before me appeared _____, as
_____, on behalf of the Alma Parrot Theatre, Inc., pursuant
to his/her authority for the same.

(Seal)

Notary Public

CREDIT CARD ACCEPTANCE POLICY

I. PURPOSE

The purpose of this policy is to establish business processes and procedures for accepting Credit and Debit cards at City of Alma. The policy will minimize risk and provide the greatest value, security of data, and availability of services to each City of Alma Employee within the rules and regulations established by the Payment Card Industry (PCI) and articulated in the PCI Data Security Standards (DSS). Additionally, these processes are intended to ensure that payment card acceptance procedures are appropriately integrated with the City of Alma's accounting and other systems.

II. BACKGROUND

In response to increasing incidents of identity theft, the major payment card companies created the Payment Card Industry Data Security Standard (PCI DSS) to help prevent theft of customer data. PCI DSS applies to all businesses that accept payment cards to procure goods or services. Compliance with this Standard is enforced by the payment card companies. Generally, noncompliance is discovered when an organization experiences a security breach that includes cardholder data.

Security breaches can result in serious consequences for City of Alma, including release of confidential information, damage to reputation, the assessment of substantial fines, possible legal liability and the potential loss of the ability to accept payment card and eCommerce payments. City of Alma will take every effort to ensure that Data Security Standards are adhered to.

III. DEFINITIONS

Cardholder: The customer to whom a credit or debit card has been issued or the individual authorized to use the card.

Cardholder Data: All personally identifiable data about the cardholder (i.e., account number, expiration date, and cardholder name.)

Company: Management Accounting and Executive offices that approves all third-party service providers and coordinates the policies and procedures for accepting Credit and Debit cards at City of Alma.

Encryption: The process of converting information into an unintelligible form to anyone except holders of a specific cryptographic key. Use of encryption protects information between the encryption process and the decryption process against unauthorized disclosure.

Staff Employee: For the purposes of the PCI DSS and this policy, a Staff Employee is defined as entity that accepts Credit or Debit cards bearing the logos of any of the five members of the Payment Card Industry Security Standards Council (American Express, Discover, MasterCard or VISA) as payment for City of Alma services.

City of Alma Management: A City of Alma employee within a department who has primary authority and responsibility for. Credit or Debit card and eCommerce transaction processing within that department.

Payment Card: Any Credit or Debit card/device that bears the logo of American Express, Discover Financial Services, JCB International, MasterCard Worldwide, or VISA, Inc.

Credit or Debit Card Account Change: Any change in the payment account including, but not limited to: the use of existing Credit or Debit card accounts for new purposes; the alternation of business processes that involve Credit or Debit card processing activities; the addition or alteration of payment systems; the addition or alternation of relationships with third-party Credit or Debit card service providers, and the addition or alternation of Credit or Debit card processing technologies.

Credit or Debit Card Industry (PCI) Data Security Standard (DSS): A multi-faceted security standard that includes requirements for security management, policies, procedures, network architecture, software design and other critical protective measures.

Sensitive Authentication Data: Security-related information (card validation codes/values, full magnetic-stripe data, or personal identification number (PIN)) used to authenticate cardholders, appearing in plain-text or otherwise unprotected form.

IV. TERMS AND CONDITIONS

This policy applies to all City of Alma employees, Members, Non-Members, Consultants, or Agents who, in the course of doing business on behalf or with City of Alma, accept, process, transmit, or otherwise handle cardholder information in physical or electronic format.

This policy applies to all City of Alma departments and administrative areas which accept Credit or Debit cards regardless of whether revenue is deposited in a City of Alma financial account.

V. ACCEPTABLE CREDIT OR DEBIT CARDS

City of Alma currently accepts VISA, MasterCard, Discover and American Express Card and has negotiated contracts for processing Credit or Debit card transactions. Individual City of Alma employees may not use or negotiate individual contracts with these or other Credit or Debit card companies or processors. All individual City of Alma employees must use the City of Alma negotiated contract.

VI. PROHIBITED CREDIT OR DEBIT CARD ACTIVITIES

City of Alma prohibits certain credit card activities that include, but are not limited to:

- accepting Credit or Debit cards for cash advances
- discounting service based on the method of payment
- adding a surcharge or additional fee to Credit or Debit card transactions

VII. CREDIT OR DEBIT CARD FEES

Each Credit or Debit card transaction may have an associated fee charged by the credit card company depending on which platform is utilized. Any fee will be clearly posted at point of sale terminal location.

VIII. REFUNDS

If it is found that a credit card charge was processed in error a refund may be processed. The refund must be credited back to the account that was originally charged. Refunds in excess of the original sale amount or cash refunds are prohibited.

IX. CHARGEBACKS

Occasionally a customer will dispute a Credit or Debit card transaction, ultimately leading to a chargeback. In the case of a chargeback, City of Alma's Treasurer will be responsible for distributing charge backs to appropriate departments for proper correction.

X. MAINTAINING SECURITY

1. Departments and administrative areas accepting Credit or Debit cards on behalf of City of Alma are subject to the Credit or Debit Card Industry Data Security Standards (PCI DSS).
2. Fax transmissions (both sending and receiving) of credit card and electronic payment information occurs using only fax machines which are attended by those individuals who must have contact with Credit or Debit card data to do their jobs;
3. City of Alma requires that all external services providers that handle Credit or Debit card information be PCI compliant.
4. City of Alma restricts access to cardholder data to those with a business "need-to-know."
5. For electronic media, cardholder data shall not be stored on servers, local hard drives, or external (removable) media including floppy discs, CDs or thumb (flash) drives unless encrypted and otherwise in full compliance with PCI DSS. For paper media, cardholder data shall not be stored.

XI. RESPONSIBILITIES

City of Alma Employees are responsible for:

Executing on behalf of the City of Alma Department, Credit or Debit Card Account transactions.

Ensuring that all employees, contractors and agents with access to Credit or Debit card data within the relative City of Alma Department acknowledge on an annual basis and in writing that they have read and understood this Policy. These acknowledgements should be submitted, as requested, to City of Alma's Treasurers department ensuring that all Credit or Debit card data collected by the City of Alma Department in the course of performing City of Alma's business, regardless of whether the data is stored physically or electronically is secured.

Data is considered to be secured only if all of the following criteria are met:

1. Only those with a "need-to-know" are granted access to Credit or Debit card and electronic payment data;
2. Email should not be used to transmit credit card or personal payment information. If it should be necessary to transmit credit card information via email only the last four digits of the credit card number should be displayed;
3. Credit card or personal information is never downloaded onto any portable devices or media such as USB flash drives, compact disks, laptop computers or personal digital assistants;
4. The processing and storage of personally identifiable credit card or payment information on City of Alma computers and servers is prohibited;
5. Only secure communication protocols and/or encrypted connections to the authorized vendor are used during the processing of eCommerce transactions;
6. The three or four digit validation code, or full contents of any track data from the magnetic stripe, or personal identification number (PIN) or encrypted PIN block are never stored in any form;
7. All but the last four digits of any credit card account number are masked when it is necessary to display credit card data;
8. All media containing Credit or Debit card or personal payment data is retained no longer than a maximum of six (6) months and then destroyed or rendered unreadable; and
9. Notifying the Treasurers and the City Administrator in the event of suspected or confirmed loss of cardholder data. Details of any suspected or confirmed breach should not be disclosed in any email correspondence. After normal business hours, notification shall be made to the Treasurer.
10. The processing and storage of personally identifiable credit card or payment information is prohibited. **Credit card information will not be disclosed to Alma employees for the purpose of entering payment information.** Payment can be made on the City of Alma website or in person at the City office.

City of Alma shall:

1. Provide training to ensure that City of Alma employees are trained in accepting and processing Credit or Debit cards in compliance with this policy;
2. Work with external vendors to coordinate Credit or Debit card policies, standards, and procedures;
3. Serve as liaison between Financial Management Services, Information Technology Services, and the City of Alma employee for Credit or Debit Card account acquisition or change procedures;
4. Review and modify the Application for Credit or Debit Card Account Acquisition or Change as necessary.

City of Alma will conduct Internal Auditing to:

1. Periodically review City of Alma employee compliance with this policy and the Credit or Debit Card Industry (PCI) Data Security Standards (DSS);

2. Identify unapproved payment applications or external vendors that collect Credit or Debit card data on behalf of City of Alma and notify Treasurer;
3. When required, conduct the City of Alma's PCI DSS Self-Assessment and complete the City of Alma's Attestation of Compliance.

XII. WIRELESS TECHNOLOGY

City of Alma will use wireless technology to process or transmit cardholder data over a secured network. Our Secure Sockets Layer (SSL) software is the industry standard and among the best software available today for secure commerce transactions. It encrypts all personal information, including credit card number, name, and address, so that it cannot be read over the Internet. City of Alma employees will never transmit cardholder data over an unsecured network. The storage of cardholder data on local hard drives, floppy disks or other external media is prohibited. It is also prohibited to use cut-and-paste and print functions during remote access.

XIII. SANCTIONS

The Treasurer may suspend credit card account privileges of any City of Alma department not in compliance with this policy or that places City of Alma at risk.

XIV. TRAINING

Employees who are expected to be given access to cardholder data shall be required to view a training video and complete the Credit Card Processing Acknowledgement upon hire.