

# Council Meetings

## October 15, 2024 City Council Meeting

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Building the Best Hometown in America®

ALLIANCE, NEBRASKA  
CITY COUNCIL MEETING  
Alliance Learning Center  
1750 Sweetwater Avenue  
October 15, 2024 – 7:00 p.m.  
AGENDA

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

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

**A. Consent Calendar**

Approval of Minutes, Payroll, Council Proceedings and Claims  
Carnegie Art Center Letter of Support  
Acceptance of Donation to Police Department  
Resolution No. 24-103 – Purchase of Hot Box Trailer  
Resolution No. 24-104 – 2<sup>nd</sup> Street Engineering Agreement

**B. Ordinance No. 2983 – First Reading – Municipal Code Amendment - Chapter 24- 27, titled *Snow Removal***

Ordinance No. 2983 is before City Council on first reading which will amend and approve the City of Alliance Municipal Code Chapter 24-27, titled *Snow Removal*.

**C. Ordinance No. 2984 – First Reading –Municipal Code Amendment Chapter 20, titled *Nuisances***

Ordinance No. 2984 is before City Council on first reading which will amend and approve the City of Alliance Municipal Code Chapter 20, titled *Nuisance*.

**D. Ordinance No. 2985 – First Reading – Municipal Code Amendment Chapter 24-2 and 24-42, titled *Prohibited Activities and Illegal Obstruction***

Ordinance No. 2985 is before City Council on first reading which will amend and approve the City of Alliance Municipal Code Chapter 24-2 and 24-42, titled *Prohibited Activities and Illegal Obstruction*.

**E. Ordinance No. 2986– First Reading – Municipal Code Amendment Chapter 111-162, titled *Additional Requirements***

Ordinance No. 2986 is before City Council on first reading which will amend and approve the City of Alliance Municipal Code Chapter 111-162, titled *Additional Requirements*.

**City of Alliance Goals**

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

**F. Ordinance No. 2987 – First Reading – Municipal Code Amendment Chapter 107-81, 107-86, and 107-102, titled *Application and Filing, City Council Approval and Application, and Review***

Ordinance No. 2987 is before City Council on first reading which will amend and approve the City of Municipal Code Chapter 107-81, 107-86 and 107-102, titled *Application and Filing, City Council Approval, and Application and Review*.

**G. Public Hearing – Expenditure of Public Funds**

Now is the date, time and place to conduct a public hearing required by Nebraska Revised Statute 13-2203

Regarding the City's uniform policy setting a dollar limit on the value of plaques, certificates of achievement, or items of value to be awarded to elected or appointed officials, employees, or volunteers of the City.

**Resolution No. 24-105 – Expenditure of Public Funds**

Resolution No. 24-105 which will accept and approve the City of Alliance policy concerning Expenditure of Public Funds for Certain Purposes.

**H. Resolution No. 24-106 – Employer Health Insurance Renewal**

Resolution No. 24-105 which will approve the renewal of health insurance with UNUM, Regional Care, Inc. and Symetra as the City of Alliance's Underwriters.

**I. Resolution No. 24-107 – Employee Health Insurance Renewal**

Resolution No. 24-107 which will approve the employee health insurance renewal for medical, dental, vision and in-lieu benefits.

**J. Resolution No. 24-108 – Personnel Policy Changes**

Resolution No. 24-108 which will accept and approve the amendments to the City of Alliance Personnel Policy.

**K. Resolution No. 24-109 - Airport Electrical Project Consultant Agreement**

Resolution No. 24-109 which will allow the City of Alliance to enter into an agreement with M.C. Schaff and Associates, Inc. of Scottsbluff, Nebraska for the Municipal Airport Runway Lighting Project.

**L. Resolution No. 24-110 – Police Vehicle Purchase**

Resolution No. 24-110 which will approve the purchase of three patrol vehicles and equipment installation, for the Alliance Police Department.

**M. Resolution No. 24-111 – StreetScan USA, Inc., Agreement**

Resolution No. 24-111 which will enter the City of Alliance into an agreement with StreetScan USA, Inc., for the data and processing collection.

**N. Resolution No. 24-112 – Commercial Refuse Rates**

Resolution No. 24-112 will accept and approve the commercial rates of Solid Waste Disposal for the 2024/2025.

**City of Alliance Goals**

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

**O. Resolution No. 24-113 – Golf Administrator Commission Agreement**

Resolution No. 24-113 which will approve and amend the Golf Course Administrator Commission Agreement.

**P. Resolution No. 24-114 – Firefighter Retirement Plan**

Resolution No. 24-114 will accept and approve the amendment to the City of Alliance Firefighters' Retirement Plan.

**Q. Discussion Item – Code Amendment to Parking Limitations**

The City of Alliance was in receipt of a request for an on-street parking restriction in a Residential Neighborhood. Alliance City Council will decide if there is a desire to amend the Municipal Code.

**R. Discussion Item – Public Safety - 1<sup>st</sup> Interstate Inn**

Police Chief Leavitt and Fire Chief Shoemaker will discuss Public Safety concerns with the 1<sup>st</sup> Interstate Inn and possible boarding of the building.

**S. Discussion Item – Community Splash Pad and Ice-Skating Rink**

City Council will discuss possible development of a Splash Pad and Ice-Skating Rink with ARPA Funds.

**T. Executive Session – City Manager Contract Review**

▪ **Motion to Adjourn**

Respectfully submitted,  
  
Shelbi C. Pitt  
City Clerk

† Added by addendum to agenda 24 hours prior to the meeting.

The City Council reserves the right to adjourn into closed session as per Section 84-1410 of the Nebraska Revised Statutes.

**City of Alliance Goals**

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

## CONSENT CALENDAR – October 15, 2024

1. Approval: Minutes of the Regular Meeting, October 1, 2024.
2. Approval: Payroll from October 4, 2024 in the total amount of \$373,224.28.
3. Approval: Claims against the following funds: General, General Debt Service, Trust and Agency, Street, Electric, Refuse Collection and Disposal, Sanitary Sewer, Water, Golf Course, Downtown Improvement Districts, R.S.V.P., Keno, and Capital Improvement; \$1,705,745.39.
4. Approval: Carnegie Art Center Letter of Support.
5. Approval: Acceptance of Donation to Police Department.
6. Approval: Resolution No. 24-103 which will authorize the purchase of a KM4000TEDD Hot Box Asphalt Trailer from Rose Equipment Inc., in the amount of \$26,625.00 from GL # 24-41-41-59-950.
7. Approval: Resolution No. 24-104 which will authorize City of Alliance to enter into an engineering agreement with MC Shaff and Associates for the 2<sup>nd</sup> Street Pavement Rehabilitation Project in the amount of \$41,748.50 from GL # 24-41-41-43-331.

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

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

October 1, 2024

**ALLIANCE CITY COUNCIL**

REGULAR MEETING, TUESDAY, OCTOBER 1, 2024

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

The Alliance City Council met in a Regular Meeting, October 1, 2024 at 7:00 p.m. in the Alliance Learning Center Community Meeting Room, 1750 Sweetwater Avenue. A notice of meeting was published in the Alliance Times Herald on September 25, 2024. The notice stated the date, hour and place of the meeting, that the meeting was open to the public, and that an agenda of the meeting, kept continuously current, was available for public inspection at the office of the City Clerk in City Hall; provided the Council could modify the agenda at the meeting if it determined an emergency so required. A similar notice, together with a copy of the agenda, also had been provided to each of the City Council Members. An agenda, kept continuously current, was available for public inspection at the office of the City Clerk during regular business hours from the publication of the notice to the time of the meeting.

Mayor McGhehey opened the October 1, 2024 regular meeting of the Alliance, Nebraska City Council at 7:00 p.m. Present were Mayor McGhehey and Council Members Mischnick, Weisgerber, and Liptack. Also present were City Manager Sorensen, City Treasurer Baker, City Attorney Selzer and City Clerk Pitt.

- Mayor McGhehey excused Vice Mayor Mashburn.
- Mayor McGhehey read the Open Meetings Act Announcement.
- Councilman Weisgerber asked Police Chief Leavitt to come forward to announce the Alliance Police Department promotions.
- Councilman Mischnick next recognized the week of October 6 through October 12, 2024 as Public Power Week and read the following proclamation:

**PROCLAMATION**

*WHEREAS*, We, the citizens of Alliance, Nebraska place high value on local control over community services and therefore have chosen to operate a community-owned, locally controlled, not-for-profit electric utility and, as consumers and owners of our electric utility, have a direct say in utility operations and policies; and,

October 1, 2024

*WHEREAS*, The Alliance Electric Department provides our homes, businesses, farms, social service, and local government agencies with reliable, efficient, and cost-effective electricity employing sound business practices designed to ensure the best possible service at not-for-profit rates; and,

*WHEREAS*, The Alliance Electric Department is a valuable community asset that contributes substantially to the well-being of local citizens through energy efficiency, customer service, environmental protection, economic development, and safety awareness; and,

*WHEREAS*, The Alliance Electric Department is a dependable and trustworthy institution whose local operation provides many consumer protections and continues to make our community a better place in which to live and work, as well as protecting the global environment.; and,

*WHEREAS*,. That the Alliance Electric Department will continue to work to bring lower-cost, safe, reliable electricity to community homes and businesses just as it has since 1911, the year when the utility was created to serve all the citizens of Alliance; and,

*NOW, THEREFORE*, the City Council of Alliance, Nebraska, does hereby proclaim:

The week of October 6-12, 2024 as:

### **Public Power Week**

In the City of Alliance, Nebraska, and we urge all citizens to join me in honoring the Alliance Electric Department for its contribution to the community and to make its consumer-owners, policy makers, and employees more aware of its contributions to their well-being and how it makes their lives powerful

*IN WITNESS WHEREOF*, I have hereunto set my hand and caused the Great Seal of the City of Alliance to be affixed on this 1<sup>st</sup> day of October in the year of the Lord Two Thousand Twenty-Four.

● The Consent Calendar was to follow next for the Council. A motion was made by Councilman Liptack, seconded by Councilman Mischnick to approve the Consent Calendar as follows:

### **CONSENT CALENDAR – OCTOBER 1, 2024**

1. Approval: Minutes of the Budget Workshop, September 13, 2024, Public Hearing Budget, September 17, 2024, Public Hearing Property Tax Request, September 17, 2024, Regular Meeting, September 17, 2024, and Special Meeting September 26, 2024.
2. Approval: Resolution No. 24-93 which will approve the Inter-Departmental Loan Extension.

October 1, 2024

3. Approval: Resolution No. 24-94 which will approve the Agreement of Contribution with Box Butte Development Corporation in the amount of \$78,250 to be paid in quarterly installments.
4. Approval: Resolution No. 24-95 which will approve the Agreement of Contribution with Chamber of Commerce in the amount of \$11,000 to be paid in quarterly installments.
5. Approval: Resolution No. 24-96 which will approve the Agreement of Contribution with Keep Alliance Beautiful in the amount of \$50,000 to be paid in quarterly installments.
6. Approval: Resolution No. 24-97 which will approve the Agreement of Contribution with Panhandle Area Development District in the amount of \$6,581.30 to be paid in one lump sum.
7. Approval: Resolution No. 24-98 which will approve the Agreement of Contribution with Heartland Express in the amount of \$2,937.72 to be paid in one lump sum.
8. Approval: Resolution No. 24-99 which will the purchase of a Snow Blower from Murphy Tractor and Equipment of Gering, Nebraska, in the amount of \$154,800.
9. Approval: Resolution No. 24-100 which will approve the purchase of an Air Burner from Air Burners, Inc., in the amount of \$189,196.78.
10. Approval: Resolution No. 24-101 which will approve the purchase of refuse containers from Synder Industries of Lincoln, Nebraska, in the amount of \$96,125.45.

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

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

Councilman Weisgerber had the following questions regarding items on the Consent Calendar. Councilman Weisgerber first asked about Resolution No. 24-100 – Purchase of Landfill Air Burner, “is this green energy?” Public Works Director Grant explained to Councilman Weisgerber that this was diesel powered used for burning tree branch piles at the Landfill. Next Councilman Weisgerber asked about Resolution No. 24-101 – Purchase of Refuse Containers, “are there plastic wheels on the new refuse containers?” Public Works Director Grant replied, “no there are no wheels on the new dumpsters, the big roll outs have wheels.” Councilman Weisgerber asked, “what happened at the last Heartland Expressway meeting?” City Clerk Pitt replied, “they discussed the next phase of the highway to the South Dakota boarder.” Lastly, Councilman Weisgerber asked what PADD was. Mayor McGhehey told Councilman Weisgerber PADD stood for Panhandle Area Development District.

Roll call vote with the following results:

Voting Aye: Mischnick, Liptack, Weisgerber and McGhehey.

October 1, 2024

Voting Nay: None.

Motion carried.

- The next item on the agenda for Council was Tabled Item – Resolution No. 24-88 – Refuse Rate Increase which includes the amended rates of Solid Waste Disposal and potential contract rate with H & H Sanitation. The following information was provided:

A motion was made by Councilman Weisgerber, seconded by Mischnick to approve Tabled Item – Resolution No. 24-88 – Refuse Rate Increase. Which follows in its entirety:

**RESOLUTION NO. 24-88**

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

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

SECTION 1. Staff has prepared amendments to disposal rates for solid waste for submission to the City Council.

SECTION 2. The City Council has received and reviewed the proposed changes and finds such changes to be in the best interest of the City of Alliance and should be therefore adopted pursuant to Sec. 28-483(a) and 28-484(a) of the Alliance Municipal Code. All such rates are hereby amended effective October 1, 2024, in the following particulars:

		<b>October 1, 2024</b>
<b>Rate Class</b>	<b>Existing Rate</b>	<b>New Rates</b>
Residential – City	\$24.15	\$25.36
Commercial – City (3 yard container)	120.10	126.11
Commercial – City (1.5 yard container)	61.49	64.56
<b>Disposal Fee Types</b>		
Asbestos	Not Accepted	Not Accepted
Ashes	72.49	76.11
Brush	22.75	23.89
Construction and Demolition	74.91	78.66

October 1, 2024

Contaminated Soil	122.25	128.36
Fill	19.89	20.88
Metal	26.99	28.34
Municipal Solid Waste	75.69	79.47
Non-baleable MSW	122.25	128.36
Pallet	Not Accepted	Not Accepted
Shingles	74.91	78.66
Tire – Truck and Tractor	23.96	25.16
Tire – Over 16”	12.10	12.71
Tire – 15” and below	7.46	7.83
White Goods	14.95	15.70
White Goods w/Freon	37.69	39.57
Minimum Fee	10.94	11.49

SECTION 3. All other ordinances, resolutions, or policies of the City of Alliance not consistent with the amendment made herein are hereby repealed. Provided, however, that the annual adjustment as set forth in Sec. 28-483(h) and Sec. 28-484(c) of the Alliance Municipal Code shall not be repealed by this Resolution.

SECTION 4. This resolution shall go into effect as upon its passage, approval, and publication according to law, provided that rate increases shall not take effect until October 1, 2024.

At this time Troy Hoxworth of H & H Sanitation came before Council stated he would like 3 months to get everything in place. Mayor McGhehey stated Mr. Hoxworth and City Manager Sorensen needed to get together.

A motion was made by Councilman Mischnick, seconded by Councilman Weisgerber to approve Resolution No. 24-88 – Refuse Rate Increase with a non-rate change of Municipal Solid Waste – Commercial until City Manager Sorensen and Mr. Hoxworth of H & H Sanitation have a meeting. The following information was provided:

**RESOLUTION NO. 24-88**

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

October 1, 2024

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

SECTION 1. Staff has prepared amendments to disposal rates for solid waste for submission to the City Council.

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<b>Disposal Fee Types</b>		
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Ashes	72.49	76.11
Brush	22.75	23.89
Construction and Demolition	74.91	78.66
Contaminated Soil	122.25	128.36
Fill	19.89	20.88
Metal	26.99	28.34
Municipal Solid Waste - Residential	75.69	79.47
Municipal Solid Waste - Commercial	75.69	75.69
Non-baleable MSW	122.25	128.36
Shingles	74.91	78.66
Tire – Truck and Tractor	23.96	25.16
Tire – Over 16”	12.10	12.71
Tire – 15” and below	7.46	7.83
White Goods	14.95	15.70
White Goods w/Freon	37.69	39.57
Minimum Fee	10.94	11.49

SECTION 3. All other ordinances, resolutions, or policies of the City of Alliance not consistent with the amendment made herein are hereby repealed. Provided, however, that the annual adjustment as set forth in Sec. 28-483(h) and Sec. 28-484(c) of the Alliance Municipal Code shall not be repealed by this Resolution.

SECTION 4. This resolution shall go into effect as upon its passage, approval, and publication according to law, provided that rate increases shall not take effect until November 1, 2024.

Roll call vote with approving Resolution No. 24-88 with non-rate change of Municipal Solid Waste - Commercial the following results:

October 1, 2024

Voting Aye: Liptack, Weisgerber, Mischnick and McGhehey.

Voting Nay: None.

Motion carried.

- Resolution No. 24-102 – Airport Amendment #1 to the Engineering Agreement for the Alliance Airport Tw/Apron Rehab Project, which will accept and approve the amendments to Change Order No. 1 with Simon Contractors and Engineering Contract Amendment No. 1 with M.C. Schaff & Associates, Inc. The following information was provided:

**[RESOLUTION – AIRPORT TAXIWAY/APRON REHABILITATION PROJECT – CHANGE ORDER #1 AND AMENDMENT #1**

The City of Alliance entered into a contract with Simon Contractors in May of 2022 to rehabilitate the Taxiways and Apron. A change order is required by the FAA because the contractor went over on the contracted working days which resulted in liquidated damages. The contract was to be completed in 100 working days but lasted 190 working days. Since a change order is required, it also includes any changes to quantities outside of the contracted amounts. For that reason, this change order includes the deduction for liquidated damages in addition to quantity changes in concrete, paint product, and asphalt. The letter included with the change order explains each specific item.

When this change order is approved M.C. Schaff's engineering agreement needs to be amended to account for the extra construction oversight related to the change order. The amount deducted in liquidated damages from the contractor of \$114,210.00 is the amount of the amendment for M.C. Schaff.

The change order will increase the contract price by \$8,670.00. The current fiscal year budget includes this additional amount with the City of Alliance's 10% match being \$867.00.

**RECOMMENDATION: APPROVE RESOLUTION TO APPROVE CHANGE ORDER #1 ON AIRPORT TAXIWAY/APRON REHABILITATION AND AMENDMENT #1 ON ENGINEERING AGREEMENT.]**

A motion was made by Councilman Mischnick, seconded by Liptack to approve Resolution No. 24-102. Which follows in its entirety:

**RESOLUTION NO. 24-102**

*WHEREAS*, The City of Alliance operates the Alliance Municipal Airport; and

October 1, 2024

*WHEREAS*, The City of Alliance entered into a contract with Simon Contractors to rehabilitate the Taxiways and Apron in May 2022; and

*WHEREAS*, The Federal Aviation Administration requires a change order for the overage of contracted working days which results in liquidated damages; and

*WHEREAS*, Due to the change order M.C. Schaff & Associates, Inc., Engineering Agreement requires an amendment to account for the extra construction oversight; and

*WHEREAS*, City Staff is recommending Change Order No. 1 with Simon Contractors and Amendment No. 1 to the Consultant Agreement with M.C. Schaff & Associates, Inc. be approved for the Airport Rehabilitation at the Alliance Municipal Airport.

*NOW, THEREFORE, BE IT RESOLVED*, by the Mayor and City Council of Alliance, Nebraska, that the Mayor is authorized to sign Change Order No. 1 with Simon Contractors and Amendment No. 1 to the Consultant Agreement between M.C. Schaff & Associates, Inc. in the amount of \$114, 210.00 for liquidated damages and \$8,670.00 for the contract price.

*BE IT FURTHER RESOLVED*, that staff is authorized to expend the funds as set forth above in accordance with the contract to pay for the engineering services provided by M.C. Schaff & Associates, Inc., of Scottsbluff, Nebraska and Change Order No. 1 with Simon Contractors, of North Platte, Nebraska.

Roll call vote with the following results:

Voting Aye: Weisgerber, Mischnick, Liptack and McGhehey.

Voting Nay: None.

Motion carried.

- The last matter for Council was a Discussion Item – Amendment to Ordinance No. 26-50 (1) One Way Alleys.

Public Works Director Grant came before Council making them aware this Ordinance included several alleyways and whether other areas should be addressed instead of just this particular request. Mayor McGhehey asked Public Works Director Grant to get Council a list of areas affected.

The Alliance City Council adjourned the October 1, 2024 City Council Meeting at 7:41 p.m.

October 1, 2024

(SEAL)

---

John McGhehey, Mayor

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Shelbi C. Pitt, City Clerk

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

PAYROLL COSTS TO BE REPORTED TO COUNCIL

PAY DATE: **10/4/2024**

**GROSS PAYROLL**

(GET FROM SINGLE LINE SUMMARY REPORT)

\$ 239,472.34

EMPLOYER COSTS

(GET FROM BENEFITS REGISTER REPORT)

FICA	\$ 13,635.59	
MEDICARE	\$ 3,413.93	
POLICE PENSION - PRINCIPAL	\$ 2,715.84	
FIRE PENSION - PRINCIPAL	\$ 2,110.09	
GENERAL PENSION - PRINCIPAL	\$ 8,208.61	
MISSION SQUARE PENSION	\$ 327.88	
H S A SANDHILLS STATE BANK	\$ 6,740.00	
HEALTH/LIFE INSURANCE - HEALTH FUND	\$ 96,600.00	
TOTAL BENEFITS		\$ 133,751.94

**TOTAL PAYROLL COSTS**

**\$ 373,224.28**

CITY CLERK - SHELBI PITT

COUNCIL PROCEEDINGS

The Alliance, Nebraska City Council met in a Regular Meeting on Tuesday, October 1, 2024 at 7:00 p.m. Present were Council Members McGhehey, Mischnick, Weisgerber and Liptack.

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

1. Excused Vice Mayor Mashburn from October 1, 2024 City Council Meeting.
2. Introductions of new City of Alliance Employees.
3. Alliance Police Department Promotions.
4. Approved the Consent Calendar. Ayes: All. Motion carried.
5. Tabled Item Resolution No. 24-88 Rate Refuse Increase approved with a non-rate change of Municipal Solid Waste – Commercial until City Manager and Mr. Hoxworth of H & H Sanitation have a meeting. Ayes: All. Motion carried.
6. Approved Resolution No. 24-102, Accepts and approves the amendments to Change Order No. 1 with Simon Contractors and Engineering Contract Amendment No. 1 with M.C. Schaff & Associates, Inc. Ayes: All. Motion carried.
7. Discussion Item – Amendment Ordinance 26-50 (1) One Way Alleys.

Meeting adjourned at 7:41 p.m.

(SEAL)

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John McGhehey, Mayor

Attest:

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Shelbi C Pitt, City Clerk

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

Report Criteria:

Invoices with totals above \$0 included.  
 Paid and unpaid invoices included.

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>General Fund</b>					
<b>01-11-11-44-431 Legal, Public Notices</b>	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	LEGAL, NOTICE OF MEETING	151151	09/25/2024	8.49	
<b>01-11-11-44-431 Legal, Public Notices</b>	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	LEGAL, NOTICE OF MEETING	151150	09/18/2024	10.18	
<b>01-11-11-44-431 Legal, Public Notices</b>	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	Legal Ad-Council Proceedings	151152	09/25/2024	21.21	
<b>01-11-11-44-431 Legal, Public Notices</b>	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	LEGAL-MISC	151153	09/25/2024	56.32	
<b>01-11-11-44-436 Mail, Delivery Services</b>	General Fund	City Administration	City Administration		
QUADIENT FINANCE USA INC	CITY MANAGER	SEPTEMBER 2	09/30/2024	7.59	
<b>01-11-11-44-451 Telephone Line Expense</b>	General Fund	City Administration	City Administration		
ALLO COMMUNICATIONS LLC	308-762-5400 CITY MANAGER	SEPTEMBER 2	09/24/2024	41.98	
<b>01-11-11-44-451 Telephone Line Expense</b>	General Fund	City Administration	City Administration		
ALLO COMMUNICATIONS LLC	500 LD CITY MANAGER	SEPTEMBER 2	09/24/2024	.30	
<b>01-11-11-44-451 Telephone Line Expense</b>	General Fund	City Administration	City Administration		
CLEARFLY COMMUNICATIONS	308-313-2064 CITY MANAGER	INV650138	10/01/2024	30.23	
<b>01-11-11-44-451 Telephone Line Expense</b>	General Fund	City Administration	City Administration		
CLEARFLY COMMUNICATIONS	308-313-2061 CITY MANAGER	INV650138	10/01/2024	30.24	
<b>01-11-11-44-479 CNTSVC Other</b>	General Fund	City Administration	City Administration		
VACANTI MUNICIPAL CONSULTING	QUARTERLY PAYMENT	151158	09/30/2024	12,500.00	
<b>01-11-11-45-511 Office Supplies</b>	General Fund	City Administration	City Administration		
CULLIGAN WATER CONDITIONING	COOLER RENTAL	151154	09/25/2024	44.75	
Total City Administration:				12,751.29	
Total City Administration:				12,751.29	
<b>01-31-31-43-335 Other Technical Services</b>	General Fund	Police Administration	Police Department		
BYTES COMPUTER	WIRELESS ACCESS POINT	CW39343	10/02/2024	150.00	
<b>01-31-31-43-373 Contract Custodial Services</b>	General Fund	Police Administration	Police Department		
HP CLEANING AND SEWING	ANNEX CLEANING	100424PD	10/04/2024	196.00	
<b>01-31-31-44-483 NRCNTSVC-Building Public Wrks</b>	General Fund	Police Administration	Police Department		
C & J LAWN	WEEKLY LAWN SERVICE ANNEX BL	2467	09/18/2024	40.00	
<b>01-31-31-44-483 NRCNTSVC-Building Public Wrks</b>	General Fund	Police Administration	Police Department		
C & J LAWN	WEEKLY LAWN SERVICE ANNEX BL	2439	09/04/2024	40.00	
<b>01-31-31-44-483 NRCNTSVC-Building Public Wrks</b>	General Fund	Police Administration	Police Department		
C & J LAWN	WEEKLY LAWN SERVICE ANNEX BL	2453	09/11/2024	40.00	
<b>01-31-31-44-483 NRCNTSVC-Building Public Wrks</b>	General Fund	Police Administration	Police Department		
C & J LAWN	WEEKLY LAWN SERVICE ANIMAL S	2638	09/04/2024	50.00	
<b>01-31-31-44-483 NRCNTSVC-Building Public Wrks</b>	General Fund	Police Administration	Police Department		
C & J LAWN	WEEKLY LAWN SERVICE ANNEX BL	2482	09/25/2024	40.00	
<b>01-31-31-44-483 NRCNTSVC-Building Public Wrks</b>	General Fund	Police Administration	Police Department		
C & J LAWN	WEEKLY LAWN SERVICE ANIMAL S	2468	09/18/2024	50.00	
<b>01-31-31-45-551 Fuel,Oil,Lube-Veh,Mach,Equip</b>	General Fund	Police Administration	Police Department		
VOYAGER FLEET SYSTEMS INC	FUEL	869456715244	10/01/2024	72.00	
Total Police Administration:				678.00	
<b>01-31-32-43-341 Medical Services</b>	General Fund	Police Operations	Police Department		
MARK CHU, M.D.	MEDICAL DIRECTOR	OCT-24	10/15/2024	1,000.00	
<b>01-31-32-43-341 Medical Services</b>	General Fund	Police Operations	Police Department		
PSYCHOLOGICAL RESOURCES SU	PSYCHOLOGICAL EVALUATION	2408051	08/05/2024	150.00	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>01-31-32-43-343 Medical Services-Prisoners</b> CODE-4 COUNSELING LLC	General Fund COUNSELING	Police Operations 594	Police Department 10/01/2024	230.00	
<b>01-31-32-43-373 Contract Custodial Services</b> HP CLEANING AND SEWING	General Fund OPS CLEANING	Police Operations 100424PD	Police Department 10/04/2024	1,204.00	
<b>01-31-32-43-374 Investigators Expense</b> INA ALERT INC	General Fund Camera repositioning	Police Operations 17823B	Police Department 07/23/2024	7,330.74	
<b>01-31-32-43-379 Other Contract Operating Svcs</b> AMAZON CAPITAL SERVICES	General Fund GPS RECEIVER	Police Operations 1QVW-QPQY-	Police Department 10/02/2024	89.99	
<b>01-31-32-44-441 Electricity</b> COA UTILITIES	General Fund ELECTRIC	Police Operations UTILITIES 10/0	Police Department 10/03/2024	28.85	10/03/2024
<b>01-31-32-44-464 PMCNTSVC-Vehicle Repair</b> PRESSURE PALACE	General Fund APD FLEET WASHES	Police Operations 39	Police Department 10/02/2024	138.98	
<b>01-31-32-44-482 NRCNTSVC-Vehicle Repair Mtc</b> ALLIANCE MOTORS UNLIMITED, IN	General Fund #103 SERVICE	Police Operations 70141	Police Department 10/07/2024	1,237.72	
<b>01-31-32-44-482 NRCNTSVC-Vehicle Repair Mtc</b> WESTCO	General Fund TIRES	Police Operations 163984	Police Department 09/30/2024	863.87	
<b>01-31-32-44-482 NRCNTSVC-Vehicle Repair Mtc</b> WESTCO	General Fund TIRES	Police Operations 163870	Police Department 09/25/2024	28.00	
<b>01-31-32-44-482 NRCNTSVC-Vehicle Repair Mtc</b> RED BEARD GARAGE	General Fund OIL CHANGE	Police Operations 10955	Police Department 10/01/2024	106.03	
<b>01-31-32-44-482 NRCNTSVC-Vehicle Repair Mtc</b> O'REILLY AUTO PARTS	General Fund PARTS	Police Operations 6010-215363	Police Department 09/20/2024	7.54	
<b>01-31-32-44-486 NRCNTSVC-Veh, Equip, Tire Rep</b> WESTCO	General Fund TIRES	Police Operations 164095	Police Department 10/03/2024	733.68	
<b>01-31-32-45-544 Small Tools, Equipment</b> FARM PLAN	General Fund SMALL TOOLS/EQUIP	Police Operations 51355819	Police Department 10/07/2024	189.94	
<b>01-31-32-45-551 Fuel,Oil,Lube-Veh,Mach,Equip</b> VOYAGER FLEET SYSTEMS INC	General Fund FUEL	Police Operations 869456715244	Police Department 10/01/2024	2,389.39	
Total Police Operations:				15,728.73	
<b>01-31-33-43-379 Other Contract Operating Svcs</b> LANGUAGE LINE SOLUTIONS INC	General Fund INTERPRETATION	Police Support Services 11404204	Police Department 09/30/2024	29.70	
<b>01-31-33-43-379 Other Contract Operating Svcs</b> TRITECH SOFTWARE SYSTEMS	General Fund dispatch cad mapping	Police Support Services 420130	Police Department 09/12/2024	4,680.00	
<b>01-31-33-43-379 Other Contract Operating Svcs</b> TRITECH SOFTWARE SYSTEMS	General Fund Central Square CAD and RMS annual	Police Support Services 418769	Police Department 08/29/2024	29,913.08	
<b>01-31-33-44-436 Mail, Delivery Services</b> QUADIENT FINANCE USA INC	General Fund POLICE	Police Support Services SEPTEMBER 2	Police Department 09/30/2024	4.14	
<b>01-31-33-44-451 Telephone Line Expense</b> QWEST - SEATTLE	General Fund 333845094	Police Support Services 151179	Police Department 09/25/2024	929.32	
<b>01-31-33-44-452 Long Distance Expense</b> QWEST - PHOENIX	General Fund 65908409	Police Support Services 704777290	Police Department 09/20/2024	57.30	
<b>01-31-33-44-453 Modem Operating Expense</b> QWEST - SEATTLE	General Fund 333847273	Police Support Services 151178	Police Department 09/28/2024	93.04	
Total Police Support Services:				35,706.58	
<b>01-31-34-44-441 Electricity</b> COA UTILITIES	General Fund ELECTRIC	Animal Control UTILITIES 10/0	Police Department 10/03/2024	193.71	10/03/2024
<b>01-31-34-44-442 Water-Sewer</b> COA UTILITIES	General Fund WATER / SEWER	Animal Control UTILITIES 10/0	Police Department 10/03/2024	8.36	10/03/2024
<b>01-31-34-44-443 Refuse</b> COA UTILITIES	General Fund REFUSE	Animal Control UTILITIES 10/0	Police Department 10/03/2024	24.15	10/03/2024
<b>01-31-34-44-451 Telephone Line Expense</b> ALLO COMMUNICATIONS LLC	General Fund 308-762-1761 ANIMAL SHELTER	Animal Control SEPTEMBER 2	Police Department 09/24/2024	37.12	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>01-31-34-44-457 Internet Operating Expense</b> ALLO COMMUNICATIONS LLC	General Fund 123-761-2506 INTERNET	Animal Control ANIMAL SH	Police Department SEPTEMBER 2 09/24/2024	60.00	
<b>01-31-34-45-551 Fuel,Oil,Lube-Veh,Mach,Equip</b> VOYAGER FLEET SYSTEMS INC	General Fund FUEL	Animal Control 869456715244	Police Department 10/01/2024	110.96	
Total Animal Control:				434.30	
Total Police Department:				52,547.61	
<b>01-37-35-44-484 NRCNTSVC-Communication Equi</b> ACTION COMMUNICATION INC	General Fund EQUIPMENT REPAIR	Emergency Management System 25100	Fire Department 08/29/2024	430.00	
Total Emergency Management Systems:				430.00	
<b>01-37-37-42-238 Vol Firefighter Life Ins</b> VFIS BENEFITS DIVISION	General Fund BASIC COVERAGE	Firefighting 340906128	Fire Department 10/02/2024	406.98	
<b>01-37-37-42-238 Vol Firefighter Life Ins</b> VFIS BENEFITS DIVISION	General Fund BASIC COVERAGE	Firefighting 340900128	Fire Department 04/01/2024	410.00	
<b>01-37-37-44-436 Mail, Delivery Services</b> QUADIENT FINANCE USA INC	General Fund FIRE	Firefighting SEPTEMBER 2	Fire Department 09/30/2024	15.74	
<b>01-37-37-44-441 Electricity</b> COA UTILITIES	General Fund ELECTRIC	Firefighting UTILITIES 10/0	Fire Department 10/03/2024	701.57	10/03/2024
<b>01-37-37-44-442 Water-Sewer</b> COA UTILITIES	General Fund WATER / SEWER	Firefighting UTILITIES 10/0	Fire Department 10/03/2024	48.43	10/03/2024
<b>01-37-37-44-443 Refuse</b> COA UTILITIES	General Fund REFUSE	Firefighting UTILITIES 10/0	Fire Department 10/03/2024	18.11	10/03/2024
<b>01-37-37-44-451 Telephone Line Expense</b> ALLO COMMUNICATIONS LLC	General Fund 308-762-2151 FIRE HALL	Firefighting SEPTEMBER 2	Fire Department 09/24/2024	81.57	
<b>01-37-37-44-451 Telephone Line Expense</b> CHARTER COMMUNICATIONS	General Fund 176247201	Firefighting 176247201091	Fire Department 09/14/2024	55.26	
<b>01-37-37-44-451 Telephone Line Expense</b> CLEARFLY COMMUNICATIONS	General Fund 308-313-2069 FIRE	Firefighting INV650138	Fire Department 10/01/2024	30.21	
<b>01-37-37-44-451 Telephone Line Expense</b> CLEARFLY COMMUNICATIONS	General Fund 308-313-2077 FIRE	Firefighting INV650138	Fire Department 10/01/2024	4.25	
<b>01-37-37-44-451 Telephone Line Expense</b> CLEARFLY COMMUNICATIONS	General Fund 308-313-2070 FIRE	Firefighting INV650138	Fire Department 10/01/2024	30.23	
<b>01-37-37-44-479 CNTSVC Other</b> IDEAL LINEN INC	General Fund MOPS AND TOWELS	Firefighting 11240302	Fire Department 09/26/2024	44.72	
<b>01-37-37-44-483 NRCNTSVC-Building Public Wrks</b> GIBSON IRRIGATION INC	General Fund GENERATOR REPAIRS	Firefighting 16916	Fire Department 08/31/2024	395.11	
<b>01-37-37-44-483 NRCNTSVC-Building Public Wrks</b> STRAUCH ELECTRIC LLC	General Fund GENERAL STAND-BY GENERATOR	Firefighting 4712	Fire Department 09/24/2024	345.00	
<b>01-37-37-45-531 Uniforms</b> MUNICIPAL EMERGENCY SERVICE	General Fund UNIFORMS	Firefighting IN2121578	Fire Department 09/20/2024	225.51	
<b>01-37-37-45-533 Bunker Gear</b> MACQUEEN EQUIPMENT LLC	General Fund BUNKER GEAR	Firefighting P31747	Fire Department 06/27/2024	433.50	
<b>01-37-37-45-544 Small Tools, Equipment</b> MACQUEEN EQUIPMENT LLC	General Fund PARTS	Firefighting P31473	Fire Department 06/19/2024	721.00	
<b>01-37-37-45-544 Small Tools, Equipment</b> MACQUEEN EQUIPMENT LLC	General Fund PARTS	Firefighting P01827	Fire Department 09/30/2024	530.78	
<b>01-37-37-45-551 Fuel,Oil,Lube-Veh,Mach,Equip</b> VOYAGER FLEET SYSTEMS INC	General Fund FUEL	Firefighting 869456715244	Fire Department 10/01/2024	152.85	
Total Firefighting:				4,650.82	
<b>01-37-38-43-341 Medical Services</b> MARK CHU, M.D.	General Fund MEDICAL DIRECTOR	Ambulance OCT-24	Fire Department 10/15/2024	1,000.00	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>01-37-38-43-375 EMS Billing Services</b> QUICK MED CLAIMS LLC	General Fund EMS BILLING SERVICES	Ambulance INV35328	Fire Department 03/31/2024	9,692.16	
<b>01-37-38-43-375 EMS Billing Services</b> QUICK MED CLAIMS LLC	General Fund EMS BILLING SERVICES	Ambulance INV36295	Fire Department 05/31/2024	3,070.39	
<b>01-37-38-43-375 EMS Billing Services</b> QUICK MED CLAIMS LLC	General Fund EMS BILLING SERVICES	Ambulance INV38374	Fire Department 09/30/2024	2,192.90	
<b>01-37-38-43-375 EMS Billing Services</b> QUICK MED CLAIMS LLC	General Fund EMS BILLING SERVICES	Ambulance INV36819	Fire Department 06/30/2024	4,183.62	
<b>01-37-38-45-513 Copy Machine Supplies</b> NEBRASKA TOTAL OFFICE	General Fund OFFICE SUPPLIES	Ambulance 0126554-001	Fire Department 10/03/2024	23.98	
<b>01-37-38-45-521 Medical Supplies</b> BOUND TREE MEDICAL, LLC	General Fund MEDICAL SUPPLIES	Ambulance 85503911	Fire Department 09/30/2024	231.99	
<b>01-37-38-45-521 Medical Supplies</b> BOUND TREE MEDICAL, LLC	General Fund MEDICAL SUPPLIES	Ambulance 85500918	Fire Department 09/26/2024	56.99	
<b>01-37-38-45-521 Medical Supplies</b> BOUND TREE MEDICAL, LLC	General Fund MEDICAL SUPPLIES	Ambulance 85511618	Fire Department 10/04/2024	123.55	
<b>01-37-38-45-521 Medical Supplies</b> BOX BUTTE GENERAL HOSPITAL	General Fund MEDICAL SUPPLIES	Ambulance 151159	Fire Department 09/26/2024	103.35	
<b>01-37-38-45-551 Fuel,Oil,Lube-Veh,Mach,Equip</b> VOYAGER FLEET SYSTEMS INC	General Fund FUEL	Ambulance 869456715244	Fire Department 10/01/2024	165.19	
Total Ambulance:				20,844.12	
Total Fire Department:				25,924.94	
<b>01-41-44-45-551 Fuel,Oil,Lube-Veh,Mach,Equip</b> VOYAGER FLEET SYSTEMS INC	General Fund FUEL	Facility Maintenance 869456715244	Public Works 10/01/2024	58.59	
Total Facility Maintenance:				58.59	
<b>01-41-46-43-373 Contract Custodial Services</b> IDEAL LINEN INC	General Fund MOPS AND MATS	Municipal Building 11239823	Public Works 09/24/2024	190.51	
<b>01-41-46-44-441 Electricity</b> COA UTILITIES	General Fund ELECTRIC	Municipal Building UTILITIES 10/0	Public Works 10/03/2024	1,831.99	10/03/2024
<b>01-41-46-44-442 Water-Sewer</b> COA UTILITIES	General Fund WATER / SEWER	Municipal Building UTILITIES 10/0	Public Works 10/03/2024	66.06	10/03/2024
<b>01-41-46-44-443 Refuse</b> COA UTILITIES	General Fund REFUSE	Municipal Building UTILITIES 10/0	Public Works 10/03/2024	24.15	10/03/2024
<b>01-41-46-44-451 Telephone Line Expense</b> ALLO COMMUNICATIONS LLC	General Fund 308-762-5400 MUNICIPAL BUILDING	Municipal Building SEPTEMBER 2	Public Works 09/24/2024	12.00	
<b>01-41-46-44-451 Telephone Line Expense</b> CLEARFLY COMMUNICATIONS	General Fund 308-762-5400 MUNICIPAL BUILDING	Municipal Building INV650138	Public Works 10/01/2024	4.27	
<b>01-41-46-59-915 Capital Outlay-Buildings</b> JEO CONSULTING GROUP INC	General Fund CITY HALL ADA DESIGN	Municipal Building 152379	Public Works 07/13/2024	5,613.75	
Total Municipal Building:				7,742.73	
Total Public Works:				7,801.32	
<b>01-61-60-44-436 Mail, Delivery Services</b> FIRSTBANK CARD	General Fund MAILING	Community Development KUSEK 09/24B	Community Develop 10/07/2024	19.36	
<b>01-61-60-44-436 Mail, Delivery Services</b> QUADIENT FINANCE USA INC	General Fund COMM DEV	Community Development SEPTEMBER 2	Community Develop 09/30/2024	3.45	
<b>01-61-60-44-451 Telephone Line Expense</b> ALLO COMMUNICATIONS LLC	General Fund 308-762-5400 BUILDING AND ZONIN	Community Development SEPTEMBER 2	Community Develop 09/24/2024	17.99	
<b>01-61-60-44-451 Telephone Line Expense</b> CLEARFLY COMMUNICATIONS	General Fund 308-313-2062 BUILDING & ZONING	Community Development INV650138	Community Develop 10/01/2024	4.26	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>01-61-60-44-451 Telephone Line Expense</b> CLEARFLY COMMUNICATIONS	General Fund 308-313-2067 COMMUNITY DEVELO	Community Development INV650138	Community Develop 10/01/2024	30.21	
<b>01-61-60-44-451 Telephone Line Expense</b> CLEARFLY COMMUNICATIONS	General Fund 308-313-2068 BUILDING & ZONING	Community Development INV650138	Community Develop 10/01/2024	30.23	
Total Community Development:				105.50	
<b>01-61-62-45-551 Fuel,Oil,Lube-Veh,Mach,Equip</b> VOYAGER FLEET SYSTEMS INC	General Fund FUEL	Code Enforcement 869456715244	Community Develop 10/01/2024	61.94	
Total Code Enforcement:				61.94	
<b>01-61-63-44-436 Mail, Delivery Services</b> FIRSTBANK CARD	General Fund MAILING	Nuisance Abatement KUSEK 09/24B	Community Develop 10/07/2024	19.36	
<b>01-61-63-44-436 Mail, Delivery Services</b> FIRSTBANK CARD	General Fund MAILING	Nuisance Abatement KUSEK 09/24B	Community Develop 10/07/2024	38.72	
<b>01-61-63-44-436 Mail, Delivery Services</b> FIRSTBANK CARD	General Fund MAILING	Nuisance Abatement KUSEK 09/24B	Community Develop 10/07/2024	9.68	
<b>01-61-63-44-451 Telephone Line Expense</b> CLEARFLY COMMUNICATIONS	General Fund 308-313-2080 CODE ENFORCEMEN	Nuisance Abatement INV650138	Community Develop 10/01/2024	30.23	
<b>01-61-63-44-491 Building Demolition</b> CITY OF ALLIANCE	General Fund ALLIANCE DEMOLITION	Nuisance Abatement 151160	Community Develop 09/30/2024	667.49	
<b>01-61-63-45-551 Fuel,Oil,Lube-Veh,Mach,Equip</b> VOYAGER FLEET SYSTEMS INC	General Fund FUEL	Nuisance Abatement 869456715244	Community Develop 10/01/2024	31.40	
<b>01-61-63-45-556 Equip Parts-Veh, Mach, Equip</b> O'REILLY AUTO PARTS	General Fund PARTS	Nuisance Abatement 6010-215995	Community Develop 09/26/2024	35.96	
Total Nuisance Abatement:				832.84	
Total Community Development:				1,000.28	
<b>01-71-71-43-373 Contract Custodial Services</b> REGION 1 OHD	General Fund JANITORIAL SERVICES	Parks 4251016	Cultural and Leisure 09/25/2024	270.00	
<b>01-71-71-44-411 Building, Office Rent</b> CITY OF ALLIANCE	General Fund SEMI ANNUAL BUILDING LEASE	Parks 15562	Cultural and Leisure 10/01/2024	2,500.00	
<b>01-71-71-44-441 Electricity</b> COA UTILITIES	General Fund ELECTRIC	Parks UTILITIES 10/0	Cultural and Leisure 10/03/2024	6,598.61	10/03/2024
<b>01-71-71-44-442 Water-Sewer</b> COA UTILITIES	General Fund WATER / SEWER	Parks UTILITIES 10/0	Cultural and Leisure 10/03/2024	7,688.63	10/03/2024
<b>01-71-71-44-443 Refuse</b> COA UTILITIES	General Fund REFUSE	Parks UTILITIES 10/0	Cultural and Leisure 10/03/2024	181.59	10/03/2024
<b>01-71-71-44-451 Telephone Line Expense</b> CLEARFLY COMMUNICATIONS	General Fund 308-313-2074 PARKS GARAGE	Parks INV650138	Cultural and Leisure 10/01/2024	30.22	
<b>01-71-71-44-451 Telephone Line Expense</b> CLEARFLY COMMUNICATIONS	General Fund 308-313-2078 PARKS	Parks INV650138	Cultural and Leisure 10/01/2024	30.23	
<b>01-71-71-45-526 Other Supplies</b> GARY'S GRAPHICS	General Fund VINYL DECALS	Parks 10169	Cultural and Leisure 09/24/2024	11.00	
<b>01-71-71-45-551 Fuel,Oil,Lube-Veh,Mach,Equip</b> VOYAGER FLEET SYSTEMS INC	General Fund FLEET FUEL	Parks 869456715244	Cultural and Leisure 10/01/2024	496.26	
<b>01-71-71-45-556 Parts-Vehicle, Mach, Equip</b> MIDWEST FARM SERVICE-ALLIANC	General Fund PARTS	Parks 46672	Cultural and Leisure 09/03/2024	38.00	
<b>01-71-71-45-563 Cleaning Supplies</b> IDEAL LINEN INC	General Fund MOPS AND TOWELS	Parks 11237001	Cultural and Leisure 09/03/2024	62.57	
<b>01-71-71-46-675 Irrigation Material</b> BERNIES ACE HARDWARE	General Fund IRRIGATION MATERIALS	Parks 307630	Cultural and Leisure 10/02/2024	2.78	
<b>01-71-71-46-675 Irrigation Material</b> BERNIES ACE HARDWARE	General Fund IRRIGATION MATERIALS	Parks 307574	Cultural and Leisure 10/02/2024	85.15	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
Total Parks:				17,995.04	
<b>01-71-72-44-451 Telephone Line Expense</b>	General Fund	Senior Center	Cultural and Leisure		
ALLO COMMUNICATIONS LLC	308-762-1293 INTERNET	SEPTEMBER 2	09/24/2024	36.29	
<b>01-71-72-44-457 Internet Operating Expense</b>	General Fund	Senior Center	Cultural and Leisure		
ALLO COMMUNICATIONS LLC	123-762-0099 INTERNET	SENIOR C SEPTEMBER 2	09/24/2024	50.00	
<b>01-71-72-44-478 CNTSVC Other</b>	General Fund	Senior Center	Cultural and Leisure		
NE SAFETY & FIRE EQUIPMENT IN	CHARGE BADGER	39041	09/18/2024	135.00	
<b>01-71-72-44-483 NRCNTSVC-Building Public Wrks</b>	General Fund	Senior Center	Cultural and Leisure		
PRESTO-X	PEST CONTROL	67230427	09/26/2024	88.00	
<b>01-71-72-45-561 Bldg Maintenance Material</b>	General Fund	Senior Center	Cultural and Leisure		
BERNIES ACE HARDWARE	BUILDING MAINTENANCE	306465	09/12/2024	37.23	
<b>01-71-72-45-561 Bldg Maintenance Material</b>	General Fund	Senior Center	Cultural and Leisure		
JACK'S REFRIGERATION INC	CHANGE FILTERS	66616	09/24/2024	115.11	
Total Senior Center:				461.63	
<b>01-71-74-45-551 Fuel,Oil,Lube-Veh,Mach,Equip</b>	General Fund	Cemetery	Cultural and Leisure		
VOYAGER FLEET SYSTEMS INC	FLEET FUEL	869456715244	10/01/2024	84.53	
Total Cemetery:				84.53	
<b>01-71-75-44-451 Telephone Line Expense</b>	General Fund	Swimming Pool	Cultural and Leisure		
QWEST - PHOENIX	65909090	704779258	09/20/2024	6.13	
<b>01-71-75-44-489 NRCNTSVC-Other Mach, Equip</b>	General Fund	Swimming Pool	Cultural and Leisure		
JACK'S REFRIGERATION INC	CHECKED UNIT ON TOP OF POOL	66686	10/03/2024	101.00	
<b>01-71-75-45-569 Other Replacement Parts</b>	General Fund	Swimming Pool	Cultural and Leisure		
HAWKINS INC	500 GALLON BULK STORAGE TANK	6870885	09/23/2024	216.96	
Total Swimming Pool:				324.09	
<b>01-71-76-43-373 Contract Custodial Services</b>	General Fund	Knight Museum	Cultural and Leisure		
A & J JANITORIAL LLC	JANITORIAL SERVICES	K2409	09/30/2024	940.00	
<b>01-71-76-44-451 Telephone Line Expense</b>	General Fund	Knight Museum	Cultural and Leisure		
ALLO COMMUNICATIONS LLC	308-761-1169 KNIGHT MUSEUM	SEPTEMBER 2	09/24/2024	69.58	
<b>01-71-76-44-451 Telephone Line Expense</b>	General Fund	Knight Museum	Cultural and Leisure		
CLEARFLY COMMUNICATIONS	308-762-2385 MUSEUM	INV650138	10/01/2024	4.21	
<b>01-71-76-44-451 Telephone Line Expense</b>	General Fund	Knight Museum	Cultural and Leisure		
CLEARFLY COMMUNICATIONS	308-762-2384 MUSEUM	INV650138	10/01/2024	4.25	
<b>01-71-76-44-451 Telephone Line Expense</b>	General Fund	Knight Museum	Cultural and Leisure		
CLEARFLY COMMUNICATIONS	308-313-2076 MUSEUM	INV650138	10/01/2024	30.23	
<b>01-71-76-44-469 PMCNTSVC-Other</b>	General Fund	Knight Museum	Cultural and Leisure		
KONE INC	ELEVATOR MAINTENANCE	871492989	10/01/2024	242.36	
<b>01-71-76-44-469 PMCNTSVC-Other</b>	General Fund	Knight Museum	Cultural and Leisure		
PRESTO-X	PEST CONTROL	67229298	09/26/2024	133.10	
<b>01-71-76-44-469 PMCNTSVC-Other</b>	General Fund	Knight Museum	Cultural and Leisure		
HOMETOWN LEASING	COPIER LEASE MUSEUM	151173	09/27/2024	100.39	
Total Knight Museum:				1,524.12	
<b>01-71-77-43-373 Contract Custodial Services</b>	General Fund	Library	Cultural and Leisure		
A & J JANITORIAL LLC	JANITORIAL SERVICES	L2409	09/30/2024	2,180.00	
<b>01-71-77-43-379 Other Contract Operating Svcs</b>	General Fund	Library	Cultural and Leisure		
KONE INC	ELEVATOR MAINTENANCE	871492989	10/01/2024	242.36	
<b>01-71-77-44-423 Database Subscriptions</b>	General Fund	Library	Cultural and Leisure		
FIRSTBANK CARD	SUBSCRIPTION	O'CONNOR 09	10/07/2024	24.49	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>01-71-77-44-423 Database Subscriptions</b> NEBRASKA LIBRARY COMMISSION	General Fund PRODUCTS AND SERVICES	Library 32614	Cultural and Leisure 10/03/2024	797.10	
<b>01-71-77-44-423 Database Subscriptions</b> BIBLIONIX LLC	General Fund Apollo one year	Library 10387	Cultural and Leisure 09/17/2024	2,420.00	
<b>01-71-77-44-423 Database Subscriptions</b> USERFUL CORPORATION	General Fund one year renewal	Library 11955	Cultural and Leisure 09/18/2024	1,340.00	
<b>01-71-77-44-436 Mail, Delivery Services</b> QUADIENT FINANCE USA INC	General Fund LIBRARY	Library SEPTEMBER 2	Cultural and Leisure 09/30/2024	75.80	
<b>01-71-77-44-451 Telephone Line Expense</b> ALLO COMMUNICATIONS LLC	General Fund 308-761-5003 LIBRARY	Library SEPTEMBER 2	Cultural and Leisure 09/24/2024	34.79	
<b>01-71-77-44-451 Telephone Line Expense</b> CLEARFLY COMMUNICATIONS	General Fund 308-762-1387 LIBRARY	Library INV650138	Cultural and Leisure 10/01/2024	4.25	
<b>01-71-77-44-451 Telephone Line Expense</b> CLEARFLY COMMUNICATIONS	General Fund 308-313-2075 LIBRARY	Library INV650138	Cultural and Leisure 10/01/2024	30.23	
<b>01-71-77-44-469 PMCNTSVC-Other</b> NE STATE FIRE MARSHAL AGENCY	General Fund ANNUAL BOILER INSPECTION	Library 132048	Cultural and Leisure 10/01/2024	144.00	
<b>01-71-77-45-513 Copy Machine Supplies</b> EAKES INC	General Fund INK CARTRIDGES	Library INV589751	Cultural and Leisure 10/01/2024	70.45	
<b>01-71-77-46-521 Books</b> FIRSTBANK CARD	General Fund BOOKS	Library O'CONNOR 09	Cultural and Leisure 10/07/2024	376.04	
<b>01-71-77-46-613 Audio and Visual Materials</b> FIRSTBANK CARD	General Fund AV	Library O'CONNOR 09	Cultural and Leisure 10/07/2024	37.98	
Total Library:				<u>7,777.49</u>	
<b>01-71-78-44-451 Telephone Line Expense</b> ALLO COMMUNICATIONS LLC	General Fund 308-761-1168 ALLIANCE MUSEUM	Sallows Museum SEPTEMBER 2	Cultural and Leisure 09/24/2024	34.79	
<b>01-71-78-44-469 PMCNTSVC-Other</b> PRESTO-X	General Fund PEST CONTROL	Sallows Museum 67229299	Cultural and Leisure 09/26/2024	55.00	
Total Sallows Museum:				<u>89.79</u>	
Total Cultural and Leisure Services:				<u>28,256.69</u>	
<b>01-79-79-44-479 CNTSVC Other</b> STUDIO A	General Fund AUTUMN IN ALLIANCE	Marketing 2347	Culture and Leisure 09/23/2024	150.00	
Total Marketing:				<u>150.00</u>	
<b>01-79-80-44-436 Mail, Delivery Services</b> FIRSTBANK CARD	General Fund POSTAGE	Carhenge BROWN 09/24	Culture and Leisure 10/08/2024	6.65	
<b>01-79-80-44-436 Mail, Delivery Services</b> FIRSTBANK CARD	General Fund POSTAGE	Carhenge BROWN 09/24	Culture and Leisure 10/08/2024	1.77	
<b>01-79-80-44-436 Mail, Delivery Services</b> FIRSTBANK CARD	General Fund POSTAGE	Carhenge BROWN 09/24	Culture and Leisure 10/08/2024	11.35	
<b>01-79-80-44-443 Refuse</b> CITY OF ALLIANCE	General Fund DUMPSTER YEARLY CHARGE	Carhenge 15557	Culture and Leisure 10/01/2024	405.79	
<b>01-79-80-44-451 Telephone Line Expense</b> QWEST - SEATTLE	General Fund 333760791	Carhenge 151177	Culture and Leisure 09/25/2024	.49	
<b>01-79-80-44-457 Internet Operating Expense</b> TELECOM WEST INC	General Fund INTERNET SERVICES	Carhenge 786263 OCTO	Culture and Leisure 10/02/2024	65.00	
<b>01-79-80-44-479 CNTSCV-Other</b> TRITLE PLUMBING INC	General Fund PORTAJOHN	Carhenge 31824	Culture and Leisure 09/30/2024	210.00	
Total Carhenge:				<u>701.05</u>	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
Total Culture and Leisure Services:				851.05	
Total General Fund:				129,133.18	
<b>Electric Fund</b>					
<b>05-0000-07710 Merchandise Inventory</b>	Electric Fund				
BORDER STATES ELECTRIC SUPPL	105W 13616LM LEAD TIME 3WKS	929075420	09/18/2024	218.28	
<b>05-0000-07710 Merchandise Inventory</b>	Electric Fund				
IDEAL LINEN INC	CUSTODIAL SUPPLIES	488430	09/20/2024	13.86	
<b>05-0000-07710 Merchandise Inventory</b>	Electric Fund				
IDEAL LINEN INC	CUSTODIAL SUPPLIES	488430	09/20/2024	9.00	
<b>05-0000-07710 Merchandise Inventory</b>	Electric Fund				
IDEAL LINEN INC	CUSTODIAL SUPPLIES	488430	09/20/2024	59.24	
<b>05-0000-07710 Merchandise Inventory</b>	Electric Fund				
IDEAL LINEN INC	CUSTODIAL SUPPLIES	488430	09/20/2024	84.17	
<b>05-0000-07710 Merchandise Inventory</b>	Electric Fund				
IDEAL LINEN INC	LINERS	488430	09/20/2024	47.57	
<b>05-0000-07710 Merchandise Inventory</b>	Electric Fund				
IDEAL LINEN INC	CUSTODIAL SUPPLIES	488916	10/04/2024	161.04	
<b>05-0000-07710 Merchandise Inventory</b>	Electric Fund				
IDEAL LINEN INC	CUSTODIAL SUPPLIES	488916	10/04/2024	59.24	
<b>05-0000-07710 Merchandise Inventory</b>	Electric Fund				
STUART C. IRBY CO	POLYMER INSULATOR	S014063576.0	09/20/2024	196.02	
<b>05-0000-07710 Merchandise Inventory</b>	Electric Fund				
STUART C. IRBY CO	7T SKT/CONTACTOR ENC.	S014068567.0	10/01/2024	69,336.00	
Total :				70,184.42	
Total :				70,184.42	
<b>05-51-50-44-441 Electricity</b>	Electric Fund	Administration	Utility Superintenden		
COA UTILITIES	ELECTRIC	UTILITIES 10/0	10/03/2024	333.60	10/03/2024
<b>05-51-50-44-442 Water-Sewer</b>	Electric Fund	Administration	Utility Superintenden		
COA UTILITIES	WATER / SEWER	UTILITIES 10/0	10/03/2024	5.95	10/03/2024
<b>05-51-50-44-451 Telephone Line Expense</b>	Electric Fund	Administration	Utility Superintenden		
QWEST - PHOENIX	65909176	704777299	09/20/2024	6.27	
<b>05-51-50-44-451 Telephone Line Expense</b>	Electric Fund	Administration	Utility Superintenden		
QWEST - PHOENIX	65908623	704780224	09/20/2024	6.27	
<b>05-51-50-44-451 Telephone Line Expense</b>	Electric Fund	Administration	Utility Superintenden		
QWEST - PHOENIX	65908523	704779234	09/20/2024	6.27	
<b>05-51-50-44-451 Telephone Line Expense</b>	Electric Fund	Administration	Utility Superintenden		
QWEST - SEATTLE	333928899	151170	09/25/2024	43.12	
<b>05-51-50-44-451 Telephone Line Expense</b>	Electric Fund	Administration	Utility Superintenden		
QWEST - SEATTLE	333848880	151167	09/25/2024	43.12	
<b>05-51-50-44-451 Telephone Line Expense</b>	Electric Fund	Administration	Utility Superintenden		
QWEST - SEATTLE	333597193	151169	09/25/2024	43.12	
<b>05-51-50-44-451 Telephone Line Expense</b>	Electric Fund	Administration	Utility Superintenden		
QWEST - SEATTLE	333510166	151168	09/25/2024	43.12	
<b>05-51-50-44-451 Telephone Line Expense</b>	Electric Fund	Administration	Utility Superintenden		
CLEARFLY COMMUNICATIONS	308-313-2036 ELECTRIC	INV650138	10/01/2024	1.08	
<b>05-51-50-44-451 Telephone Line Expense</b>	Electric Fund	Administration	Utility Superintenden		
CLEARFLY COMMUNICATIONS	308-313-2072 ELECTRIC	INV650138	10/01/2024	30.22	
<b>05-51-50-44-451 Telephone Line Expense</b>	Electric Fund	Administration	Utility Superintenden		
CLEARFLY COMMUNICATIONS	308-313-2073 ELECTRIC	INV650138	10/01/2024	30.22	
<b>05-51-50-44-488 Utility Locate Services</b>	Electric Fund	Administration	Utility Superintenden		
ONE CALL CONCEPTS INC	LOCATES ELECTRIC	4090105	09/30/2024	34.39	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>05-51-50-45-511 Office Supplies</b> NEBRASKA TOTAL OFFICE	Electric Fund OFFICE SUPPLIES	Administration 0126515-001	Utility Superintenden 09/30/2024	83.25	
<b>05-51-50-45-511 Office Supplies</b> PRINT EXPRESS	Electric Fund ENVELOPES	Administration 82728	Utility Superintenden 09/10/2024	91.10	
Total Administration:				801.10	
<b>05-51-52-46-656 Electric Special Tools, Equip</b> STUART C. IRBY CO	Electric Fund TOOL BOX	Transmission S014061410.0	Utility Superintenden 09/26/2024	1,710.93	
<b>05-51-52-46-691 Purchased Power-WAPA</b> MEAN	Electric Fund Purchased Power-WAPA	Transmission 306619	Utility Superintenden 10/07/2024	86,648.66	
<b>05-51-52-46-692 Purchased Power-Mean</b> MEAN	Electric Fund Purchased Power-MEAN	Transmission 306619	Utility Superintenden 10/07/2024	15.82	
<b>05-51-52-46-692 Purchased Power-Mean</b> MEAN	Electric Fund Purchased Power-MEAN	Transmission 306619	Utility Superintenden 10/07/2024	613,294.25	
<b>05-51-52-46-693 Purchased Power-Wind Gen</b> MEAN	Electric Fund Purchased Power-WIND	Transmission 306619	Utility Superintenden 10/07/2024	25,224.78	
Total Transmission:				726,894.44	
<b>05-51-53-44-413 Other Rents</b> RAILROAD MGMT COMPANY, LLC	Electric Fund LICENSE FEES	Urban Distribution 512427	Utility Superintenden 09/27/2024	417.05	
<b>05-51-53-44-423 Database Subscriptions</b> LANDIS+GYR TECHNOLOGY INC	Electric Fund SAAS FEE	Urban Distribution 90400623	Utility Superintenden 10/07/2024	736.92	
<b>05-51-53-44-442 Sewer</b> COA UTILITIES	Electric Fund WATER / SEWER	Urban Distribution UTILITIES 10/0	Utility Superintenden 10/03/2024	3.58	10/03/2024
<b>05-51-53-44-457 Internet Operating Expense</b> ALLO COMMUNICATIONS LLC	Electric Fund 123-762-0097 INTERNET	Urban Distribution UTILITY FA SEPTEMBER 2	Utility Superintenden 09/24/2024	320.85	
<b>05-51-53-44-457 Internet Operating Expense</b> ALLO COMMUNICATIONS LLC	Electric Fund 123-762-0098 INTERNET	Urban Distribution UTILITY FA SEPTEMBER 2	Utility Superintenden 09/24/2024	427.80	
<b>05-51-53-44-457 Internet Operating Expense</b> ALLO COMMUNICATIONS LLC	Electric Fund 123-761-0506 INTERNET	Urban Distribution SUB STATI SEPTEMBER 2	Utility Superintenden 09/24/2024	60.00	
<b>05-51-53-44-457 Internet Operating Expense</b> ALLO COMMUNICATIONS LLC	Electric Fund 123-762-0089 INTERNET	Urban Distribution SCADA SEPTEMBER 2	Utility Superintenden 09/24/2024	35.00	
<b>05-51-53-44-457 Internet Operating Expense</b> ALLO COMMUNICATIONS LLC	Electric Fund 123-762-0110 INTERNET	Urban Distribution SUB STATI SEPTEMBER 2	Utility Superintenden 09/24/2024	38.00	
<b>05-51-53-44-457 Internet Operating Expense</b> ALLO COMMUNICATIONS LLC	Electric Fund 123-761-0355 INTERNET	Urban Distribution SUB STATI SEPTEMBER 2	Utility Superintenden 09/24/2024	55.00	
<b>05-51-53-44-457 Internet Operating Expense</b> ALLO COMMUNICATIONS LLC	Electric Fund 123-762-0031 INTERNET	Urban Distribution UTILITY FA SEPTEMBER 2	Utility Superintenden 09/24/2024	2.00	
<b>05-51-53-45-532 Protective Gear</b> SPECIAL STITCHES	Electric Fund UNIFORMS - K. BRIDGE	Urban Distribution 1777	Utility Superintenden 09/27/2024	100.00	
<b>05-51-53-45-534 Safety Commodities</b> NE SAFETY & FIRE EQUIPMENT IN	Electric Fund FIRE EXTINGUISHER	Urban Distribution 39043	Utility Superintenden 09/19/2024	57.50	
<b>05-51-53-45-534 Safety Commodities</b> NE SAFETY & FIRE EQUIPMENT IN	Electric Fund FIRE EXTINGUISHER	Urban Distribution 119114	Utility Superintenden 09/19/2024	146.00	
<b>05-51-53-45-551 Fuel,Oil,Lube-Veh,Mach,Equip</b> VOYAGER FLEET SYSTEMS INC	Electric Fund FUEL	Urban Distribution 869456715244	Utility Superintenden 10/01/2024	1,564.40	
<b>05-51-53-45-556 Parts-Vehicle, Mach, Equip</b> BERNIES ACE HARDWARE	Electric Fund PARTS	Urban Distribution 307316	Utility Superintenden 09/27/2024	80.24	
<b>05-51-53-45-556 Parts-Vehicle, Mach, Equip</b> BERNIES ACE HARDWARE	Electric Fund PARTS	Urban Distribution 307641	Utility Superintenden 10/02/2024	59.43	
<b>05-51-53-46-652 Electric Underground Material</b> BORDER STATES ELECTRIC SUPPL	Electric Fund LEAD TIME 7-8WKS	Urban Distribution 929047515	Utility Superintenden 09/13/2024	533.22	
<b>05-51-53-46-652 Electric Underground Material</b> CRESCENT ELECTRIC SUPPLY CO.	Electric Fund REDUCING WASHER	Urban Distribution S512647638.0	Utility Superintenden 09/24/2024	28.28	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>05-51-53-46-652 Electric Underground Material</b> CRESCENT ELECTRIC SUPPLY CO.	Electric Fund CONDUIT ADHESIVE KIT	Urban Distribution S512683407.0	Utility Superintenden 09/24/2024	385.20	
Total Urban Distribution:				5,050.47	
<b>05-51-54-46-651 Electric Overhead Material</b> CRESCENT ELECTRIC SUPPLY CO.	Electric Fund ADAPTER, BUSHNG, LOCKNUT	Rural Line Dist and Maint S512700969.0	Utility Superintenden 09/19/2024	46.22	
<b>05-51-54-46-651 Electric Overhead Material</b> CRESCENT ELECTRIC SUPPLY CO.	Electric Fund ADAPTER	Rural Line Dist and Maint S512741137.00	Utility Superintenden 10/03/2024	438.75	
<b>05-51-54-46-651 Electric Overhead Material</b> CRESCENT ELECTRIC SUPPLY CO.	Electric Fund COUPLING, ADAPTER	Rural Line Dist and Maint S512741122.00	Utility Superintenden 10/03/2024	48.22	
Total Rural Line Dist and Maint:				533.19	
Total Utility Superintendent:				733,279.20	
Total Electric Fund:				803,463.62	
<b>Refuse Fund</b>					
<b>06-41-42-44-482 NRCNTSVC-Vehicle Repair Mtc</b> STEVE'S LITE TRUCK INC	Refuse Fund #1115 SERVICE	Refuse Collection 51359	Public Works 09/27/2024	472.09	
<b>06-41-42-45-526 Other Supplies</b> IDEAL LINEN INC	Refuse Fund CLEANING SUPPLIES	Refuse Collection 11239378	Public Works 09/19/2024	12.88	
<b>06-41-42-45-531 Uniforms</b> IDEAL LINEN INC	Refuse Fund UNIFORMS	Refuse Collection 11239378	Public Works 09/19/2024	80.12	
<b>06-41-42-45-553 Refuse-Fuel</b> VOYAGER FLEET SYSTEMS INC	Refuse Fund FLEET FUEL	Refuse Collection 869456715244	Public Works 10/01/2024	2,147.68	
<b>06-41-42-45-556 Parts-Vehicle, Mach, Equip</b> ALLIANCE TRACTOR & IMPLEMENT	Refuse Fund PARTS	Refuse Collection 11385	Public Works 10/03/2024	106.39	
<b>06-41-42-45-556 Parts-Vehicle, Mach, Equip</b> DARREN'S CARQUEST AUTO PART	Refuse Fund PARTS	Refuse Collection 2723-496581	Public Works 10/01/2024	27.01	
Total Refuse Collection:				2,846.17	
Total Public Works:				2,846.17	
<b>06-51-50-34-452 Other Sales, Services</b> H & H SANITATION & RECYCLING	Refuse Fund CITY ADMINISTRATION FEE	Administration SEP-24	Public Works 10/08/2024	229.91-	
<b>06-51-50-35-511 Residential-City</b> H & H SANITATION & RECYCLING	Refuse Fund MONTHLY TRASH COLLECTION FE	Administration SEP-24	Public Works 10/08/2024	5,747.70	
Total Administration:				5,517.79	
<b>06-51-55-44-423 Database Subscriptions</b> CAROLINA SOFTWARE	Refuse Fund SUPPORT & MAINTENANCE	Refuse Disposal 91996	Public Works 10/01/2024	700.00	
<b>06-51-55-44-431 Legal, Public Notices</b> ALLIANCE TIMES HERALD	Refuse Fund LEGAL AD	Refuse Disposal 151149	Public Works 09/18/2024	39.43	
<b>06-51-55-44-441 Electricity</b> COA UTILITIES	Refuse Fund ELECTRIC	Refuse Disposal UTILITIES 10/0	Public Works 10/03/2024	485.69	10/03/2024
<b>06-51-55-44-442 Water-Sewer</b> COA UTILITIES	Refuse Fund WATER / SEWER	Refuse Disposal UTILITIES 10/0	Public Works 10/03/2024	28.86	10/03/2024
<b>06-51-55-44-451 Telephone Line Expense</b> CLEARFLY COMMUNICATIONS	Refuse Fund 308-762-2705 REFUSE-DISPOSAL	Refuse Disposal INV650138	Public Works 10/01/2024	4.27	
<b>06-51-55-44-479 CNTSVC Other</b> RESOURCE MANAGEMENT CO INC	Refuse Fund TIRE REMOVAL	Refuse Disposal 14488	Public Works 10/04/2024	1,080.00	
<b>06-51-55-44-479 CNTSVC Other</b> TELECOM WEST INC	Refuse Fund WIRELESS INTERNET - LANDFILL	Refuse Disposal 786300 OCTO	Public Works 10/02/2024	80.50	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>06-51-55-44-479 CNTSVC Other</b> TRITLE PLUMBING INC	Refuse Fund PORTA JOHN AT LANDFILL	Refuse Disposal 31823	Public Works 09/30/2024	170.00	
<b>06-51-55-44-486 NRCNTSVC-Veh, Equip, Tire Rep</b> KAISER TIRE	Refuse Fund TIRE REPAIR	Refuse Disposal 14626	Public Works 09/27/2024	80.00	
<b>06-51-55-45-526 Other Supplies</b> CARTER'S HOME HARDWARE & AP	Refuse Fund OTHER SUPPLIES	Refuse Disposal 26233/1	Public Works 10/03/2024	10.99	
<b>06-51-55-45-534 Safety Commodities</b> FARM PLAN	Refuse Fund GLOVES	Refuse Disposal 51351005	Public Works 09/24/2024	17.99	
<b>06-51-55-45-534 Safety Commodities</b> IDEAL LINEN INC	Refuse Fund MATS AND UNIFORMS	Refuse Disposal 11240314	Public Works 09/26/2024	93.00	
<b>06-51-55-45-534 Safety Commodities</b> IDEAL LINEN INC	Refuse Fund MATS AND UNIFORMS	Refuse Disposal 11238439	Public Works 09/12/2024	93.00	
<b>06-51-55-45-544 Small Tools, Equipment</b> FARM PLAN	Refuse Fund SMALL TOOLS/EQUIP	Refuse Disposal 51351548	Public Works 09/25/2024	8.97	
<b>06-51-55-45-544 Small Tools, Equipment</b> FARM PLAN	Refuse Fund SMALL TOOLS/EQUIP	Refuse Disposal 51351196	Public Works 09/24/2024	3.59	
<b>06-51-55-45-544 Small Tools, Equipment</b> CARTER'S HOME HARDWARE & AP	Refuse Fund SMALL TOOLS/EQUIP	Refuse Disposal 26107/1	Public Works 09/24/2024	12.97	
<b>06-51-55-45-553 Refuse-Fuel</b> WESTCO	Refuse Fund BULK FUEL	Refuse Disposal U3324741	Public Works 10/01/2024	2,738.15	
<b>06-51-55-45-556 Parts-Vehicle, Mach, Equip</b> FARM PLAN	Refuse Fund PARTS	Refuse Disposal 51350778	Public Works 09/23/2024	55.86	
<b>06-51-55-45-556 Parts-Vehicle, Mach, Equip</b> CARTER'S HOME HARDWARE & AP	Refuse Fund PARTS	Refuse Disposal 26123/1	Public Works 09/26/2024	43.98	
<b>06-51-55-45-556 Parts-Vehicle, Mach, Equip</b> CARTER'S HOME HARDWARE & AP	Refuse Fund PARTS	Refuse Disposal 26253/1	Public Works 10/04/2024	25.27	
<b>06-51-55-45-556 Parts-Vehicle, Mach, Equip</b> CARTER'S HOME HARDWARE & AP	Refuse Fund PARTS	Refuse Disposal 26261/1	Public Works 10/05/2024	6.99	
<b>06-51-55-45-556 Parts-Vehicle, Mach, Equip</b> CARTER'S HOME HARDWARE & AP	Refuse Fund PARTS	Refuse Disposal 26249/1	Public Works 10/04/2024	53.97	
<b>06-51-55-45-556 Parts-Vehicle, Mach, Equip</b> DARREN'S CARQUEST AUTO PART	Refuse Fund PARTS	Refuse Disposal 2723-496023	Public Works 09/24/2024	224.95	
<b>06-51-55-45-556 Parts-Vehicle, Mach, Equip</b> DARREN'S CARQUEST AUTO PART	Refuse Fund PARTS	Refuse Disposal 2723-495780	Public Works 09/20/2024	60.00	
Total Refuse Disposal:				6,118.43	
Total Public Works:				11,636.22	
Total Refuse Fund:				14,482.39	
<b>Sewer Fund</b>					
<b>07-52-58-44-441 Electricity</b> COA UTILITIES	Sewer Fund ELECTRIC	Sewer UTILITIES 10/0	Public Works 10/03/2024	1,763.39	10/03/2024
<b>07-52-58-44-451 Telephone Line Expense</b> ALLO COMMUNICATIONS LLC	Sewer Fund 528 LD SEWER	Sewer SEPTEMBER 2	Public Works 09/24/2024	.53	
<b>07-52-58-44-451 Telephone Line Expense</b> ALLO COMMUNICATIONS LLC	Sewer Fund 308-762-4742 INTERNET	Sewer SEPTEMBER 2	Public Works 09/24/2024	36.28	
<b>07-52-58-44-488 Utility Locate Services</b> ONE CALL CONCEPTS INC	Sewer Fund LOCATES SEWER	Sewer 4090105	Public Works 09/30/2024	17.19	
<b>07-52-58-44-489 NRCNTSVC-Other Mach, Equip</b> GIBSON IRRIGATION INC	Sewer Fund GENERATOR REPAIRS	Sewer 16915	Public Works 08/31/2024	280.00	
<b>07-52-58-45-551 Fuel,Oil,Lube-Veh,Mach,Equip</b> CARTER'S HOME HARDWARE & AP	Sewer Fund ANTI SIEZE	Sewer 26117/1	Public Works 09/25/2024	22.98	
<b>07-52-58-45-551 Fuel,Oil,Lube-Veh,Mach,Equip</b> VOYAGER FLEET SYSTEMS INC	Sewer Fund FUEL	Sewer 869456715244	Public Works 10/01/2024	676.76	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>07-52-58-45-576 Herbicides, Pesticides</b> WESTCO	Sewer Fund HERBICIDE/PESTICIDE	Sewer 125244	Public Works 09/30/2024	1,254.72	
Total Sewer:				4,051.85	
Total Public Works:				4,051.85	
Total Sewer Fund:				4,051.85	
<b>Water Fund</b>					
<b>08-0000-07710 Merchandise Inventory</b> CORE & MAIN LP	Water Fund FLANGE KIT	V747259	10/04/2024	973.37	
<b>08-0000-07710 Merchandise Inventory</b> CORE & MAIN LP	Water Fund HYD EXT KIT	V684429	09/27/2024	1,527.90	
<b>08-0000-07710 Merchandise Inventory</b> NORTHWEST PIPE FITTINGS INC	Water Fund SADDLE	282604	09/20/2024	331.06	
<b>08-0000-07710 Merchandise Inventory</b> NORTHWEST PIPE FITTINGS INC	Water Fund SADDLE	282599	09/20/2024	575.63	
Total :				3,407.96	
Total :				3,407.96	
<b>08-52-51-44-441 Electricity</b> COA UTILITIES	Water Fund ELECTRIC	Water Treatment UTILITIES 10/0	Public Works 10/03/2024	30,802.79	10/03/2024
<b>08-52-51-45-526 Other Supplies</b> DOLLAR GENERAL-CHARGED SAL	Water Fund OTHER SUPPLIES	Water Treatment 1001338382	Public Works 10/03/2024	30.00	
<b>08-52-51-45-534 Safety Commodities</b> NE SAFETY & FIRE EQUIPMENT IN	Water Fund FIRE EXTINGUISHER	Water Treatment 119114	Public Works 09/19/2024	146.00	
<b>08-52-51-45-534 Safety Commodities</b> NE SAFETY & FIRE EQUIPMENT IN	Water Fund FIRE EXTINGUISHER	Water Treatment 39043	Public Works 09/19/2024	57.50	
<b>08-52-51-45-551 Fuel,Oil,Lube-Veh,Mach,Equip</b> VOYAGER FLEET SYSTEMS INC	Water Fund FLEET FUEL	Water Treatment 869456715244	Public Works 10/01/2024	616.91	
<b>08-52-51-46-629 Other Chemicals</b> HAWKINS INC	Water Fund CHEMICAL	Water Treatment 6870147	Public Works 09/20/2024	6,734.54	
<b>08-52-51-46-629 Other Chemicals</b> HAWKINS INC	Water Fund CHEMICAL	Water Treatment 6881985	Public Works 10/04/2024	265.46	
<b>08-52-51-46-629 Other Chemicals</b> HAWKINS INC	Water Fund CHEMICAL	Water Treatment 6881985	Public Works 10/04/2024	2,928.69	
Total Water Treatment:				41,581.89	
<b>08-52-52-44-436 Mail, Delivery Services</b> QUADIENT FINANCE USA INC	Water Fund WATER	Distribution SEPTEMBER 2	Public Works 09/30/2024	10.35	
<b>08-52-52-44-441 Electricity</b> COA UTILITIES	Water Fund ELECTRIC	Distribution UTILITIES 10/0	Public Works 10/03/2024	376.74	10/03/2024
<b>08-52-52-44-442 Water-Sewer</b> COA UTILITIES	Water Fund WATER / SEWER	Distribution UTILITIES 10/0	Public Works 10/03/2024	3.35	10/03/2024
<b>08-52-52-44-443 Refuse</b> COA UTILITIES	Water Fund REFUSE	Distribution UTILITIES 10/0	Public Works 10/03/2024	24.15	10/03/2024
<b>08-52-52-44-482 NRCNTSVC-Vehicle Repair Mtc</b> WOLF FORD OF ALLIANCE	Water Fund VEHICLE REPAIR	Distribution 53746	Public Works 07/25/2024	230.88	
<b>08-52-52-44-488 Utility Locate Services</b> ONE CALL CONCEPTS INC	Water Fund LOCATES WATER	Distribution 4090105	Public Works 09/30/2024	17.20	
<b>08-52-52-45-511 Office Supplies</b> PRINT EXPRESS	Water Fund ENVELOPES	Distribution 82728	Public Works 09/10/2024	91.10	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>08-52-52-45-511 Office Supplies</b>	Water Fund	Distribution	Public Works		
QUILL CORPORATION	OFFICE SUPPLIES	40625135	09/17/2024	43.97	
<b>08-52-52-45-534 Safety Commodities</b>	Water Fund	Distribution	Public Works		
FARM PLAN	BOOTS - E. GOSNELL	51355853	10/07/2024	199.99	
<b>08-52-52-45-544 Small Tools, Equipment</b>	Water Fund	Distribution	Public Works		
FARM PLAN	TOOLS	51354906	10/04/2024	18.73	
Total Distribution:				1,016.46	
Total Public Works:				42,598.35	
Total Water Fund:				46,006.31	
<b>Golf Course</b>					
<b>21-71-75-43-373 Contract Custodial Services</b>	Golf Course	Golf Course	Cultural and Leisure		
HP CLEANING AND SEWING	CUSTODIAL SERVICES	100424SV	10/04/2024	750.00	
<b>21-71-75-44-433 Other Advertising Services</b>	Golf Course	Golf Course	Cultural and Leisure		
ALLIANCE PUBLIC SCHOOLS	ANNUAL ADVERTISING	Y4875143	09/24/2024	80.00	
<b>21-71-75-44-436 Mail, Delivery Services</b>	Golf Course	Golf Course	Cultural and Leisure		
FIRSTBANK CARD	RETURN SHIPPING	BROWN 09/24	10/08/2024	12.97	
<b>21-71-75-44-441 Electricity</b>	Golf Course	Golf Course	Cultural and Leisure		
COA UTILITIES	ELECTRIC	UTILITIES 10/0	10/03/2024	4,812.70	10/03/2024
<b>21-71-75-44-442 Water-Sewer</b>	Golf Course	Golf Course	Cultural and Leisure		
COA UTILITIES	WATER / SEWER	UTILITIES 10/0	10/03/2024	725.24	10/03/2024
<b>21-71-75-44-443 Refuse</b>	Golf Course	Golf Course	Cultural and Leisure		
COA UTILITIES	REFUSE	UTILITIES 10/0	10/03/2024	240.20	10/03/2024
<b>21-71-75-44-451 Telephone Line Expense</b>	Golf Course	Golf Course	Cultural and Leisure		
MOBIUS COMMUNICATIONS CO.	308-762-7069	151163	10/01/2024	79.40	
<b>21-71-75-44-451 Telephone Line Expense</b>	Golf Course	Golf Course	Cultural and Leisure		
MOBIUS COMMUNICATIONS CO.	308-762-1446	151164	10/01/2024	81.72	
<b>21-71-75-44-483 NRCNTSVC-Building Public Wrks</b>	Golf Course	Golf Course	Cultural and Leisure		
TRIANGLE ELECTRIC INC	TROUBLESHOOT POP MACHINE	2024-431	09/25/2024	85.00	
<b>21-71-75-44-483 NRCNTSVC-Building Public Wrks</b>	Golf Course	Golf Course	Cultural and Leisure		
TRIANGLE ELECTRIC INC	REDUCING BRUSH	2024-400	09/24/2024	18.23	
<b>21-71-75-45-526 Other Supplies</b>	Golf Course	Golf Course	Cultural and Leisure		
BERNIES ACE HARDWARE	OTHER SUPPLIES	307059	09/24/2024	25.98	
<b>21-71-75-45-526 Other Supplies</b>	Golf Course	Golf Course	Cultural and Leisure		
CARTER'S HOME HARDWARE & AP	OTHER SUPPLIES	26132/1	09/26/2024	27.99	
<b>21-71-75-45-556 Parts-Vehicle, Mach, Equip</b>	Golf Course	Golf Course	Cultural and Leisure		
DARREN'S CARQUEST AUTO PART	PARTS	2723-494868	09/10/2024	11.04	
<b>21-71-75-46-625 Concession Supplies</b>	Golf Course	Golf Course	Cultural and Leisure		
GROCERY KART INC	CONCESSIONS	003042120900	09/18/2024	61.92	
<b>21-71-75-46-625 Concession Supplies</b>	Golf Course	Golf Course	Cultural and Leisure		
HARRIS SALES COMPANY	CONCESSIONS	1182445	09/19/2024	12.76	
<b>21-71-75-46-625 Concession Supplies</b>	Golf Course	Golf Course	Cultural and Leisure		
HARRIS SALES COMPANY	CONCESSIONS	1182537	09/26/2024	58.27	
<b>21-71-75-46-625 Concession Supplies</b>	Golf Course	Golf Course	Cultural and Leisure		
HARRIS SALES COMPANY	CONCESSIONS	1182620	10/03/2024	97.56	
<b>21-71-75-46-625 Concession Supplies</b>	Golf Course	Golf Course	Cultural and Leisure		
PEPSI COLA OF WESTERN NEBRA	CONCESSIONS	5100148219	09/20/2024	114.15	
<b>21-71-75-46-625 Concession Supplies</b>	Golf Course	Golf Course	Cultural and Leisure		
PEPSI COLA OF WESTERN NEBRA	CONCESSIONS	5100149180	10/04/2024	250.30	
<b>21-71-75-46-625 Concession Supplies</b>	Golf Course	Golf Course	Cultural and Leisure		
CALLAWAY GOLF SALES CO	CREDIT	938965230	09/20/2024	200.00-	
<b>21-71-75-46-626 Inventory Costs</b>	Golf Course	Golf Course	Cultural and Leisure		
ADIDAS AMERICA INC	CLOTHING	6161431062	06/06/2024	262.77	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>21-71-75-46-626 Inventory Costs</b>	Golf Course	Golf Course	Cultural and Leisure		
ACUSHNET COMPANY	CREDIT	300583612	09/25/2024	498.00-	
<b>21-71-75-46-626 Inventory Costs</b>	Golf Course	Golf Course	Cultural and Leisure		
CALLAWAY GOLF SALES CO	CREDIT	938959670	09/19/2024	180.00-	
<b>21-71-75-46-627 Special Order Costs</b>	Golf Course	Golf Course	Cultural and Leisure		
ADIDAS AMERICA INC	SPECIAL ORDER DAVE PEARSE	6162097834	10/05/2024	84.00	
<b>21-71-75-46-627 Special Order Costs</b>	Golf Course	Golf Course	Cultural and Leisure		
VW GOLF INC	SPECIAL ORDER	83374	09/24/2024	13.56	
<b>21-71-75-46-627 Special Order Costs</b>	Golf Course	Golf Course	Cultural and Leisure		
ACUSHNET COMPANY	SPECIAL ORDER JEFF MASER	918978838	09/24/2024	344.06	
<b>21-71-75-46-627 Special Order Costs</b>	Golf Course	Golf Course	Cultural and Leisure		
ACUSHNET COMPANY	SPECIAL ORDER HANK JACKSON	918934877	09/17/2024	597.73	
<b>21-71-75-46-627 Special Order Costs</b>	Golf Course	Golf Course	Cultural and Leisure		
ACUSHNET COMPANY	SPECIAL ORDER CASEY COLLINS	918961770	09/20/2024	162.51	
<b>21-71-75-46-627 Special Order Costs</b>	Golf Course	Golf Course	Cultural and Leisure		
CALLAWAY GOLF SALES CO	SPECIAL ORDER N PARADEIS	938973243	09/23/2024	444.60	
<b>21-71-75-46-627 Special Order Costs</b>	Golf Course	Golf Course	Cultural and Leisure		
CALLAWAY GOLF SALES CO	SPECIAL ORDER	938967875	09/23/2024	444.60	
<b>21-71-75-46-627 Special Order Costs</b>	Golf Course	Golf Course	Cultural and Leisure		
CALLAWAY GOLF SALES CO	SPECIAL ORDER G CARPENTER	9389749748	09/24/2024	455.40	
<b>21-71-75-46-627 Special Order Costs</b>	Golf Course	Golf Course	Cultural and Leisure		
COBRA GOLF, INC.	SPECIAL ORDER LANCE YEARLING	X828772	09/24/2024	354.40	
<b>21-71-75-46-675 Irrigation Material</b>	Golf Course	Golf Course	Cultural and Leisure		
BERNIES ACE HARDWARE	IRRIGATION MATERIALS	307592	10/02/2024	39.95	
<b>21-71-75-46-675 Irrigation Material</b>	Golf Course	Golf Course	Cultural and Leisure		
BERNIES ACE HARDWARE	IRRIGATION MATERIALS	307436	09/30/2024	15.18	
Total Golf Course:				9,886.19	
Total Cultural and Leisure Services:				9,886.19	
Total Golf Course:				9,886.19	
<b>Airport</b>					
<b>22-41-43-43-335 Other Technical Services</b>	Airport	Airport Operations	Airport		
VOLAIRE AVIATION	AVIATION CONSULTING FEES	6949	10/01/2024	1,500.00	
<b>22-41-43-43-373 Contract Custodial Services</b>	Airport	Airport Operations	Airport		
HP CLEANING AND SEWING	TERMINAL CLEANING SERVICES	100424AP	10/04/2024	850.00	
<b>22-41-43-44-441 Electricity</b>	Airport	Airport Operations	Airport		
COA UTILITIES	ELECTRIC	UTILITIES 10/0	10/03/2024	2,288.48	10/03/2024
<b>22-41-43-44-442 Water-Sewer</b>	Airport	Airport Operations	Airport		
COA UTILITIES	WATER / SEWER	UTILITIES 10/0	10/03/2024	40.48	10/03/2024
<b>22-41-43-44-443 Refuse</b>	Airport	Airport Operations	Airport		
COA UTILITIES	REFUSE	UTILITIES 10/0	10/03/2024	38.00	10/03/2024
<b>22-41-43-44-451 Telephone Line Expense</b>	Airport	Airport Operations	Airport		
MOBIUS COMMUNICATIONS CO.	308-762-4512	151166	10/01/2024	85.82	
<b>22-41-43-44-451 Telephone Line Expense</b>	Airport	Airport Operations	Airport		
MOBIUS COMMUNICATIONS CO.	308-762-1214	151165	10/01/2024	76.45	
<b>22-41-43-44-452 Long Distance Expense</b>	Airport	Airport Operations	Airport		
MOBIUS COMMUNICATIONS CO.	308-762-4512	151166	10/01/2024	22.39	
<b>22-41-43-44-476 CNTSVC-FBO Operator</b>	Airport	Airport Operations	Airport		
HEARTLAND AVIATION INC	CONTRACT SERVICES	151162	10/02/2024	875.00	
<b>22-41-43-44-477 CNTSVC-Hangar Management</b>	Airport	Airport Operations	Airport		
HEARTLAND AVIATION INC	HANGAR MANAGEMENT	151162	10/02/2024	602.65	
<b>22-41-43-44-479 CNTSVC Other</b>	Airport	Airport Operations	Airport		
IDEAL LINEN INC	RUGS	11239824	09/24/2024	47.77	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>22-41-43-44-482 NRCNTSVC-Vehicle Repair Mtc</b>	Airport	Airport Operations	Airport		
MACQUEEN EQUIPMENT LLC	PARTS	P01857	10/08/2024	608.50	
<b>22-41-43-45-526 Other Supplies</b>	Airport	Airport Operations	Airport		
CULLIGAN WATER CONDITIONING	SOFTENER RENTAL AND SALT	151161	09/25/2024	347.40	
<b>22-41-43-45-534 Safety Commodities</b>	Airport	Airport Operations	Airport		
NE SAFETY & FIRE EQUIPMENT IN	FIRE SYSTEM INSPECTION	120061	10/03/2024	300.00	
<b>22-41-43-45-534 Safety Commodities</b>	Airport	Airport Operations	Airport		
NE SAFETY & FIRE EQUIPMENT IN	FIRE ALARM INSPECITIONS	120058	10/03/2024	135.00	
<b>22-41-43-45-544 Small Tools, Equipment</b>	Airport	Airport Operations	Airport		
CARTER'S HOME HARDWARE & AP	SMALL TOOLS/EQUIP	26040/1B	09/19/2024	10.00	
<b>22-41-43-56-911 Runway Rejuvenation</b>	Airport	Airport Operations	Airport		
M.C. SCHAFF & ASSOCIATES INC	ENGINEERING SEAL COAT RUNWA	151175	09/27/2024	23,375.91	
<b>22-41-43-56-911 Runway Rejuvenation</b>	Airport	Airport Operations	Airport		
AMERICAN ROAD MAINTENANCE I	SEAL COAT RUNWAY 12/30 & RUN	151174	10/01/2024	458,863.65	
<b>22-41-43-58-831 W &amp; N Interest</b>	Airport	Airport Operations	Airport		
FIRST NATIONAL BANK	RUNWAY LOAN #2499911 INTERES	OCTOBER-24	09/27/2024	1,971.92	10/03/2024
Total Airport Operations:				<u>492,039.42</u>	
Total Airport:				<u>492,039.42</u>	
Total Airport:				<u>492,039.42</u>	
<b>Public Transit Fund</b>					
<b>23-72-71-44-451 Telephone Line Expense</b>	Public Transit Fund	Transit - Administration	Public Works		
ALLO COMMUNICATIONS LLC	308-761-1112 PUBLIC TRANSIT	SEPTEMBER 2	09/24/2024	69.58	
<b>23-72-71-44-451 Telephone Line Expense</b>	Public Transit Fund	Transit - Administration	Public Works		
CLEARFLY COMMUNICATIONS	308-762-7433 TRANSIT	INV650138	10/01/2024	4.27	
<b>23-72-71-44-482 NRCNTSVC-Vehicle Repair Mtc</b>	Public Transit Fund	Transit - Administration	Public Works		
O'REILLY AUTO PARTS	PARTS	6010-215705	09/23/2024	59.46	
<b>23-72-71-44-482 NRCNTSVC-Vehicle Repair Mtc</b>	Public Transit Fund	Transit - Administration	Public Works		
O'REILLY AUTO PARTS	PARTS	6010-216364	09/30/2024	139.99	
<b>23-72-71-44-482 NRCNTSVC-Vehicle Repair Mtc</b>	Public Transit Fund	Transit - Administration	Public Works		
O'REILLY AUTO PARTS	CREDIT	6010-211965	08/16/2024	22.00-	
<b>23-72-71-44-482 NRCNTSVC-Vehicle Repair Mtc</b>	Public Transit Fund	Transit - Administration	Public Works		
O'REILLY AUTO PARTS	PARTS	6010-216477	10/02/2024	203.32	
<b>23-72-71-45-526 Other Nonoperating Sup/Expense</b>	Public Transit Fund	Transit - Administration	Public Works		
NE SAFETY & FIRE EQUIPMENT IN	EXTINGUISHER	119939	09/19/2024	147.00	
<b>23-72-71-45-526 Other Nonoperating Sup/Expense</b>	Public Transit Fund	Transit - Administration	Public Works		
NE SAFETY & FIRE EQUIPMENT IN	EXTINGUISHER	39044	09/19/2024	120.00	
Total Transit - Administration:				<u>721.62</u>	
<b>23-72-72-45-551 Fuel,Oil,Lube-Veh,Mach,Equip</b>	Public Transit Fund	Transit - Operations	Public Works		
VOYAGER FLEET SYSTEMS INC	FUEL	869456715244	10/01/2024	2,241.21	
Total Transit - Operations:				<u>2,241.21</u>	
Total Public Works:				<u>2,962.83</u>	
Total Public Transit Fund:				<u>2,962.83</u>	
<b>Street Fund</b>					
<b>24-41-41-44-441 Electricity</b>	Street Fund	Streets	Public Works		
COA UTILITIES	ELECTRIC	UTILITIES 10/0	10/03/2024	83.78	10/03/2024
<b>24-41-41-44-451 Telephone Line Expense</b>	Street Fund	Streets	Public Works		
CLEARFLY COMMUNICATIONS	308-313-2071 PUBLIC WORKS	INV650138	10/01/2024	30.20	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>24-41-41-44-451 Telephone Line Expense</b> CLEARFLY COMMUNICATIONS	Street Fund 308-762-1907 PUBLIC WORKS	Streets INV650138	Public Works 10/01/2024	4.26	
<b>24-41-41-44-473 CNTSVC-ADA Sidewalks</b> CONTRACTORS MATERIALS INC	Street Fund BRICK RED ADA PANELS	Streets 256251	Public Works 09/27/2024	750.00	
<b>24-41-41-44-473 CNTSVC-ADA Sidewalks</b> JEO CONSULTING GROUP INC	Street Fund CROSSWALK DESIGN	Streets 152380	Public Works 07/13/2024	1,055.00	
<b>24-41-41-44-473 CNTSVC-ADA Sidewalks</b> TIM WESTON CONSTRUCTION	Street Fund CONCRETE SERVICES - 3030 TOLU	Streets 1088	Public Works 10/02/2024	600.00	
<b>24-41-41-44-479 CNTSVC Other</b> K. L. WOOD & COMPANY LLC	Street Fund CONCRETE CRUSHING	Streets 6956	Public Works 09/24/2024	15,500.00	
<b>24-41-41-44-485 NCTCSNV-Sidewalk Rehab</b> K. L. WOOD & COMPANY LLC	Street Fund SIDEWALK REPLACEMENT PROGR	Streets 6950	Public Works 09/06/2024	812.00	
<b>24-41-41-44-485 NCTCSNV-Sidewalk Rehab</b> ERIK HASCALL	Street Fund SIDEWALK REPLACEMENT PROGR	Streets 151157	Public Works 10/01/2024	307.40	
<b>24-41-41-45-511 Office Supplies</b> NEBRASKA TOTAL OFFICE	Street Fund OFFICE SUPPLIES	Streets 0126466-001	Public Works 09/24/2024	19.40	
<b>24-41-41-45-526 Other Supplies</b> IDEAL LINEN INC	Street Fund TOWELS	Streets 11239828	Public Works 09/24/2024	52.88	
<b>24-41-41-45-526 Other Supplies</b> NEBRASKA TOTAL OFFICE	Street Fund OFFICE SUPPLIES	Streets 0126515-001	Public Works 09/30/2024	35.98	
<b>24-41-41-45-534 Safety Commodities</b> FARM PLAN	Street Fund UNIFORMS - E. NIXON	Streets 51354134	Public Works 10/02/2024	238.61	
<b>24-41-41-45-553 Streets-Fuel</b> VOYAGER FLEET SYSTEMS INC	Street Fund FLEET FUEL	Streets 869456715244	Public Works 10/01/2024	1,269.84	
<b>24-41-41-45-556 Parts-Vehicle, Mach, Equip</b> BLOEDORN LUMBER - ALLIANCE	Street Fund PARTS	Streets 8387922	Public Works 09/04/2024	12.21	
<b>24-41-41-45-556 Parts-Vehicle, Mach, Equip</b> BLOEDORN LUMBER - ALLIANCE	Street Fund CREDIT	Streets 613058	Public Works 09/04/2024	6.22-	
<b>24-41-41-45-556 Parts-Vehicle, Mach, Equip</b> FARM PLAN	Street Fund PARTS	Streets 51344319	Public Works 09/06/2024	9.99	
<b>24-41-41-45-556 Parts-Vehicle, Mach, Equip</b> DARREN'S CARQUEST AUTO PART	Street Fund PARTS	Streets 2723-496754	Public Works 10/03/2024	3.68	
<b>24-41-41-45-556 Parts-Vehicle, Mach, Equip</b> DARREN'S CARQUEST AUTO PART	Street Fund PARTS	Streets 2723-496414	Public Works 09/30/2024	17.89	
<b>24-41-41-45-556 Parts-Vehicle, Mach, Equip</b> DARREN'S CARQUEST AUTO PART	Street Fund PARTS	Streets 2723-496639	Public Works 10/02/2024	18.44	
<b>24-41-41-45-556 Parts-Vehicle, Mach, Equip</b> DARREN'S CARQUEST AUTO PART	Street Fund PARTS	Streets 2723-496513	Public Works 10/01/2024	3.66	
<b>24-41-41-45-556 Parts-Vehicle, Mach, Equip</b> DARREN'S CARQUEST AUTO PART	Street Fund PARTS	Streets 2723-496735	Public Works 10/03/2024	199.79	
<b>24-41-41-45-556 Parts-Vehicle, Mach, Equip</b> CONTECH ENGINEERED SOLUTIO	Street Fund PARTS	Streets 29950604	Public Works 09/09/2024	286.34	
<b>24-41-41-45-563 Cleaning Supplies</b> IDEAL LINEN INC	Street Fund TOWELS	Streets 11240761	Public Works 10/01/2024	52.88	
Total Streets:				21,358.01	
Total Public Works:				21,358.01	
Total Street Fund:				21,358.01	
<b>Retired Senior Vol Program</b>					
<b>26-71-70-44-441 Electricity</b> CITY OF ALLIANCE	Retired Senior Vol P UTILITIES	Retired Senior Vol Program 15581	Cultural and Leisure 10/01/2024	200.00	
<b>26-71-70-44-451 Telephone Line Expense</b> ALLO COMMUNICATIONS LLC	Retired Senior Vol P 308-762-1293 INTERNET	Retired Senior Vol Program SEPTEMBER 2	Cultural and Leisure 09/24/2024	36.28	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>26-71-70-44-452 Long Distance Expense</b>	Retired Senior Vol P	Retired Senior Vol Program	Cultural and Leisure		
ALLO COMMUNICATIONS LLC	531 LD RSVP	SEPTEMBER 2	09/24/2024	.70	
<b>26-71-70-45-511 Office Supplies</b>	Retired Senior Vol P	Retired Senior Vol Program	Cultural and Leisure		
NEBRASKA TOTAL OFFICE	OFFICE SUPPLIES	0126544-001	10/02/2024	1.79	
Total Retired Senior Vol Program:				238.77	
Total Cultural and Leisure Services:				238.77	
Total Retired Senior Vol Program:				238.77	
<b>Redevelopment Fund</b>					
<b>37-61-69-58-821 W &amp; N Principal</b>	Redevelopment Fun	Redevelopment	Community Develop		
LINPEPCO PARTNERSHIP	TIFF #3	AUGUST-24	10/01/2024	26,793.23	
<b>37-61-69-58-821 W &amp; N Principal</b>	Redevelopment Fun	Redevelopment	Community Develop		
PLATTE VALLEY BANK	TIFF #5 1DASH5	AUGUST-24	10/01/2024	1,331.79	
<b>37-61-69-58-821 W &amp; N Principal</b>	Redevelopment Fun	Redevelopment	Community Develop		
STONEHENGE COMMUNITY DEVEL	TIFF#6 ALLIANCE LODGING	AUGUST-24	10/01/2024	34,771.52	
Total Redevelopment:				62,896.54	
Total Community Development:				62,896.54	
Total Redevelopment Fund:				62,896.54	
<b>Adminstration Internal Service</b>					
<b>51-13-13-44-436 Mail, Delivery Services</b>	Adminstration Intern	Personnel	Personnel		
QUADIENT FINANCE USA INC	PERSONNEL	SEPTEMBER 2	09/30/2024	5.11	
<b>51-13-13-44-451 Telephone Line Expense</b>	Adminstration Intern	Personnel	Personnel		
ALLO COMMUNICATIONS LLC	502 LD PERSONNEL	SEPTEMBER 2	09/24/2024	.23	
<b>51-13-13-44-451 Telephone Line Expense</b>	Adminstration Intern	Personnel	Personnel		
ALLO COMMUNICATIONS LLC	308-762-5400 PERSONNEL	SEPTEMBER 2	09/24/2024	12.00	
<b>51-13-13-44-451 Telephone Line Expense</b>	Adminstration Intern	Personnel	Personnel		
CLEARFLY COMMUNICATIONS	308-313-2063 PERSONNEL	INV650138	10/01/2024	30.23	
<b>51-13-13-44-451 Telephone Line Expense</b>	Adminstration Intern	Personnel	Personnel		
CLEARFLY COMMUNICATIONS	308-313-2065 PERSONNEL	INV650138	10/01/2024	30.23	
Total Personnel:				77.80	
Total Personnel:				77.80	
<b>51-17-17-43-335 Other Technical Services</b>	Adminstration Intern	MIS	Technology		
BYTES COMPUTER	MONTHLY BILLING	CW39375	10/02/2024	10,862.93	
<b>51-17-17-44-451 Telephone Line Expense</b>	Adminstration Intern	MIS	Technology		
ALLO COMMUNICATIONS LLC	308-762-5400 MIS	SEPTEMBER 2	09/24/2024	6.00	
<b>51-17-17-44-451 Telephone Line Expense</b>	Adminstration Intern	MIS	Technology		
CHARTER COMMUNICATIONS	176246901	176247201091	09/14/2024	15.82	
<b>51-17-17-44-457 Internet Operating Expense</b>	Adminstration Intern	MIS	Technology		
ALLO COMMUNICATIONS LLC	123-761-0004 INTERNET MUSEUM	SEPTEMBER 2	09/24/2024	55.00	
<b>51-17-17-44-457 Internet Operating Expense</b>	Adminstration Intern	MIS	Technology		
ALLO COMMUNICATIONS LLC	123-762-0071 INTERNET LIBRARY	SEPTEMBER 2	09/24/2024	50.00	
<b>51-17-17-44-457 Internet Operating Expense</b>	Adminstration Intern	MIS	Technology		
ALLO COMMUNICATIONS LLC	123-762-0092 INTERNET POLICE DE	SEPTEMBER 2	09/24/2024	132.00	
<b>51-17-17-44-457 Internet Operating Expense</b>	Adminstration Intern	MIS	Technology		
ALLO COMMUNICATIONS LLC	123-762-0032 INTERNET MUNICIPAL	SEPTEMBER 2	09/24/2024	267.38	
<b>51-17-17-44-457 Internet Operating Expense</b>	Adminstration Intern	MIS	Technology		
ALLO COMMUNICATIONS LLC	123-762-0033 INTERNET MUNICIPAL	SEPTEMBER 2	09/24/2024	250.00	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>51-17-17-44-457 Internet Operating Expense</b> MOBIUS COMMUNICATIONS CO.	Administration Intern 308-762-4512	MIS 151166	Technology 10/01/2024	50.00	
<b>51-17-17-44-457 Internet Operating Expense</b> MOBIUS COMMUNICATIONS CO.	Administration Intern 012-762-9048	MIS 151155	Technology 10/01/2024	40.00	
<b>51-17-17-59-942 Computer System</b> BYTES COMPUTER	Administration Intern ELAN to VPN Conversion Equipment -	MIS CW39548	Technology 10/04/2024	4,220.35	
Total MIS:				15,949.48	
Total Technology:				15,949.48	
<b>51-21-21-44-436 Mail, Delivery Services</b> QUADIENT FINANCE USA INC	Administration Intern FINANCE	Accounting SEPTEMBER 2	Finance 09/30/2024	278.76	
<b>51-21-21-44-451 Telephone Line Expense</b> ALLO COMMUNICATIONS LLC	Administration Intern 308-762-5400 ACCOUNTING	Accounting SEPTEMBER 2	Finance 09/24/2024	41.98	
<b>51-21-21-44-451 Telephone Line Expense</b> CLEARFLY COMMUNICATIONS	Administration Intern 308-313-2066 ACCOUNTING	Accounting INV650138	Finance 10/01/2024	30.24	
Total Accounting:				350.98	
Total Finance:				350.98	
Total Administration Internal Service:				16,378.26	
<b>Enterprise Internal Service</b>					
<b>55-21-23-44-436 Mail, Delivery Services</b> POSTMASTER	Enterprise Internal S PERMIT MAILING	Utility Customer Service 151156	Finance 09/24/2024	3,000.00	
<b>55-21-23-44-436 Mail, Delivery Services</b> QUADIENT FINANCE USA INC	Enterprise Internal S UTILITIES	Utility Customer Service SEPTEMBER 2	Finance 09/30/2024	759.06	
<b>55-21-23-44-451 Telephone Line Expense</b> ALLO COMMUNICATIONS LLC	Enterprise Internal S 308-762-5400 UTILITIES	Utility Customer Service SEPTEMBER 2	Finance 09/24/2024	41.98	
<b>55-21-23-44-451 Telephone Line Expense</b> CLEARFLY COMMUNICATIONS	Enterprise Internal S 308-762-5075 UTILITY CUSTOMER	Utility Customer Service INV650138	Finance 10/01/2024	4.25	
<b>55-21-23-44-452 Long Distance Expense</b> ALLO COMMUNICATIONS LLC	Enterprise Internal S 525 LD UTILITIES	Utility Customer Service SEPTEMBER 2	Finance 09/24/2024	.23	
<b>55-21-23-44-479 CNTSVC Other</b> PAYMENT SERVICE NETWORK INC	Enterprise Internal S GATEWAY FEE	Utility Customer Service 300605	Finance 10/02/2024	79.85	10/09/2024
Total Utility Customer Service:				3,885.37	
<b>55-21-24-44-482 NRCNTSVC-Vehicle Repair Mtc</b> ALLIANCE MOTORS UNLIMITED, IN	Enterprise Internal S OIL CHANGE	Meter Reading 70083	Finance 09/30/2024	67.50	
<b>55-21-24-44-482 NRCNTSVC-Vehicle Repair Mtc</b> ALLIANCE MOTORS UNLIMITED, IN	Enterprise Internal S OIL CHANGE	Meter Reading 70090	Finance 09/30/2024	71.00	
<b>55-21-24-45-534 Safety Commodities</b> FARM PLAN	Enterprise Internal S DOG BISCUITS	Meter Reading 51354682	Finance 10/04/2024	5.99	
<b>55-21-24-45-551 Fuel,Oil,Lube-Veh,Mach,Equip</b> VOYAGER FLEET SYSTEMS INC	Enterprise Internal S VOYAGER FUEL CARD	Meter Reading 869456715244	Finance 10/01/2024	68.83	
Total Meter Reading:				213.32	
Total Finance:				4,098.69	
<b>55-51-56-43-373 Contract Custodial Services</b> HP CLEANING AND SEWING	Enterprise Internal S CLEANING SERVICES	Warehouse 100424UF	Utility Superintenden 10/04/2024	1,100.00	
<b>55-51-56-43-379 Other Contract Operating Svcs</b> IDEAL LINEN INC	Enterprise Internal S MOPS	Warehouse 11239841	Utility Superintenden 09/24/2024	67.95	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>55-51-56-44-441 Electricity</b>	Enterprise Internal S Warehouse		Utilitiy Superintenden		
COA UTILITIES	ELECTRIC	UTILITIES 10/0	10/03/2024	1,519.42	10/03/2024
<b>55-51-56-44-442 Water-Sewer</b>	Enterprise Internal S Warehouse		Utilitiy Superintenden		
COA UTILITIES	WATER / SEWER	UTILITIES 10/0	10/03/2024	66.06	10/03/2024
<b>55-51-56-44-443 Refuse</b>	Enterprise Internal S Warehouse		Utilitiy Superintenden		
COA UTILITIES	REFUSE	UTILITIES 10/0	10/03/2024	120.10	10/03/2024
<b>55-51-56-44-451 Telephone Line Expense</b>	Enterprise Internal S Warehouse		Utilitiy Superintenden		
ALLO COMMUNICATIONS LLC	308-762-1191 UTILITY FACILITY	SEPTEMBER 2	09/24/2024	69.58	
<b>55-51-56-44-451 Telephone Line Expense</b>	Enterprise Internal S Warehouse		Utilitiy Superintenden		
CLEARFLY COMMUNICATIONS	308-313-2079 WAREHOUSE	INV650138	10/01/2024	30.23	
<b>55-51-56-44-461 PMCNTSVC-Office Mach, Equip</b>	Enterprise Internal S Warehouse		Utilitiy Superintenden		
CENTURY BUSINESS PRODUCTS	COPIER CONTRACT	751735	09/23/2024	87.97	
<b>55-51-56-45-511 Office Supplies</b>	Enterprise Internal S Warehouse		Utilitiy Superintenden		
GARY'S GRAPHICS	VINYL DECALS	10169	09/24/2024	30.00	
<b>55-51-56-45-511 Office Supplies</b>	Enterprise Internal S Warehouse		Utilitiy Superintenden		
NEBRASKA TOTAL OFFICE	OFFICE SUPPLIES	0126471-001	09/25/2024	18.94	
<b>55-51-56-45-511 Office Supplies</b>	Enterprise Internal S Warehouse		Utilitiy Superintenden		
QUILL CORPORATION	OFFICE SUPPLIES	40556211	09/13/2024	54.89	
<b>55-51-56-45-561 Bldg Maintenance Material</b>	Enterprise Internal S Warehouse		Utilitiy Superintenden		
CHARTER COMMUNICATIONS	176246901	176246901092	09/21/2024	15.80	
<b>55-51-56-45-561 Bldg Maintenance Material</b>	Enterprise Internal S Warehouse		Utilitiy Superintenden		
NEBRASKA TOTAL OFFICE	CABINET	0126522-001	10/01/2024	875.00	
Total Warehouse:				4,055.94	
Total Utilitiy Superintendent:				4,055.94	
Total Enterprise Internal Service:				8,154.63	
<b>Health Care Internal Service</b>					
<b>57-81-81-42-281 Specific Premium</b>	Health Care Internal Health Support		Personnel		
REGIONAL CARE, INC.	SPECIFIC PREMIUM	OCTOBER 202	10/01/2024	32,439.89	
<b>57-81-81-42-285 Transplant Coverage</b>	Health Care Internal Health Support		Personnel		
REGIONAL CARE, INC.	TRANSPLANT COVERAGE	OCTOBER 202	10/01/2024	1,161.38	
<b>57-81-81-42-286 Aggregate Premium</b>	Health Care Internal Health Support		Personnel		
REGIONAL CARE, INC.	AGGREGATE PREMIUM	OCTOBER 202	10/01/2024	1,164.80	
<b>57-81-81-42-287 Employee Claims</b>	Health Care Internal Health Support		Personnel		
REGIONAL CARE, INC.	HEALTH CLAIMS	09302024-HC	09/30/2024	17,165.98	10/03/2024
<b>57-81-81-42-287 Employee Claims</b>	Health Care Internal Health Support		Personnel		
REGIONAL CARE, INC.	HEALTH CLAIMS	10072024-HC	10/07/2024	36,628.98	10/09/2024
<b>57-81-81-42-288 Employee Insurance Admin</b>	Health Care Internal Health Support		Personnel		
REGIONAL CARE, INC.	EMPLOYEE INSURANCE ADMIN	OCTOBER 202	10/01/2024	2,333.20	
<b>57-81-81-42-289 Vision Premium</b>	Health Care Internal Health Support		Personnel		
REGIONAL CARE, INC.	VISION	OCTOBER 202	10/01/2024	1,299.16	
<b>57-81-81-43-379 Other Contract Operating Svcs</b>	Health Care Internal Health Support		Personnel		
REGIONAL CARE, INC.	HAYS PREMIUM	OCTOBER 202	10/01/2024	2,500.00	
Total Health Support:				94,693.39	
Total Personnel:				94,693.39	
Total Health Care Internal Service:				94,693.39	
Grand Totals:				1,705,745.39	

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

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

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

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

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Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

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**Building the Best Hometown in America®**

October 4, 2024

Nebraska Arts Council  
1004 Farnam Street  
Plaza Level Omaha  
NE 68102

RE: Creative District Designation

The City of Alliance has a long-standing history and cultural heritage with its proximity to the multiple historically significant sites and its own history, having been the center for agriculture and transportation in the Panhandle and the cattle capital of Nebraska. Because we are in a geographically isolated area of the Nebraska Panhandle, we provide an essential link to the arts for many of the surrounding communities.

The economic impact of the Creative District designation is already being felt by the local community as well as the surrounding communities by the planned events where people are planning for hotel-night stays and the anticipated influx of visitors to our community. Of note, there is already much excitement over the District's upcoming art festival at Carhenge, which will provide opportunities for residents and visitors of all ages and ethnic backgrounds, potentially drawing people from all corners of the world.

Now that Alliance is a part of Creative District Program, we require your financial assistance to capitalize on our historic downtown and the many community events that we hold in the downtown, our parks, and at Carhenge. Our hope is to bring art, sculpture and beautification elements to these areas to not only improve the quality of life in the region, but also as an economic development incubator.

We fully support the Carnegie Arts Center in their application for grant funding and we are excited for what the Creative District will be able to achieve with these funds. We look forward to working with the Nebraska Arts Council for many years to come.

Sincerely,

John McGhehey, Mayor



**Building the Best Hometown in America®**  
City of Alliance ~ P.O. Box D ~ Alliance, NE 69301 ~ 308-762-5400  
[www.CityOfAlliance.net](http://www.CityOfAlliance.net)





Chief David Leavitt  
Alliance Police Department  
512 Niobrara • Alliance, NE 69301

# Memo

To: Seth Sorensen, City Manager  
From: David Leavitt, Chief of Police  
Date: 9/20/24  
Re: Donation

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Sir,

The Alliance Police Department has received three \$100.00 gift certificates for the Alliance Grocery Cart, for a total donation of \$300.00. The donation was received from the Harold Thompson Memorial Fund – Marge Thompson and Family. The intent of the donation, confirmed with the donor, was to buy snacks for the police officers and provide aid to families.

The Alliance Police Department would like council approval to accept the donation for the following intended use. With the holidays approaching, the APD, in conjunction with our volunteer ministers, would like to identify three needy families in the Alliance area and donate one gift certificate (\$100.00) to each family to purchase groceries for a holiday meal at the Alliance Grocery Cart. We would award these certificates approximately two weeks before the Christmas holiday. I have attached the Donation Acceptance Form for consideration of this request.

CITY OF ALLIANCE DONATION ACCEPTANCE FORM

Name of Donor: Harold Thompson Memorial - Marge Thompson and Family

Address: 1507 Toluca Avenue City: Alliance State: NE Zip: 69301

Description of donation: 3 gifts certificates to Grocery Kart for \$100.00 each totalling \$300.00

Donor estimate of current value: \$300.00

Potential immediate or initial acquisition or installation cost, any on-going maintenance or replacement cost: N/A

Intended use: Only intention was to provide food or snacks for the police officers as they responded to a call and aided the family.

Conditions of acceptance or donor designation: No conditions.

Remarks: None

City Department receiving donation: Police Department

**APPROVED / DISAPPROVED**

Date \_\_\_\_\_

Department Head Signature \_\_\_\_\_

Date \_\_\_\_\_

City Manager Signature \_\_\_\_\_

Date Submitted to Council \_\_\_\_\_

Date Approved by Council \_\_\_\_\_

Date \_\_\_\_\_

Mayor Signature \_\_\_\_\_

NOTE: The City of Alliance cannot guarantee future funding for repair, maintenance, use or replacement of donated items. cc: City Council, Finance Department, City Clerk

# Narrative

## October 1, 2024



### **RESOLUTION - APPROVE PURCHASE OF TRAILER MOUNTED HOT BOX FROM ROSE EQUIPMENT Inc.**



Staff has identified the need for ongoing pothole and patch repair on the streets within city limits. Currently the Street Department purchases cold patch repair mix and applies it when necessary. This product is relatively expensive and quantity is subject to availability. As a part of this years CIP process the need for a hot patch trailer was identified to assist in the reduction of cost and to eliminate supply issues for patch material. In conjunction with ordering patch material the Street Department will be able to mix in recycled asphalt millings from road rehabilitation projects. This process will not only increase the amount of material available but will provide hot patch rather than cold patch mix. Hot patch is a much more resilient material with better adhesion and longevity.

Staff Identified KM international's hotbox trailer as appropriate for the work within Alliance. This product is bid and listed through Sourcewell and can be purchased through Rose Equipment Inc.

**RECOMMENDATION: APPROVE PURCHASE OF KM 4000TEDD HOT BOX ASPHALT TRAILER FROM ROSE EQUIPMENT INC. IN THE AMMOUNT OF \$26,625.00 USING FUNDS FROM GL # 24-4141-59-950**

RESOLUTION NO. 24-103

*WHEREAS*, The City of Alliance repairs and maintains the roads within the City limits;  
and

*WHEREAS*, Staff has identified the need for ongoing potholes and patch repair on the streets within the City limits; and

*WHEREAS*, The purchase of a trailer mounted Hot Box is needed to assist with reduction of cost and to eliminate supply issues for patch material; and

*WHEREAS*, Staff believes the purchase of this equipment would be in the best interest of the City in order to increase the amount of material available but will provide hot patch rather than cold patch; and

*NOW, THEREFORE, BE IT RESOLVED*, by the Mayor and Council of the City of Alliance, Nebraska, that the staff has authority to purchase the KM 4000TEDD Hot Box Asphalt Trailer from Rose Equipment Inc., in the amount of Twenty-Six Thousand Six Hundred Twenty-Five no/100<sup>th</sup> Dollars (\$26,625.00).

*BE IT FURTHER RESOLVED*, payment will be from GL # 24-41-41-59-950.

PASSED AND APPROVED this 15<sup>th</sup> day of October, 2024.

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

(SEAL)

Attest: \_\_\_\_\_  
Shelbi C. Pitt, City Clerk

Approved as to Form and Legality:

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



# **KM 4000T**

**2 TON TRAILER MOUNTED  
ASPHALT HOTBOX**





KM 4000TEDD SHOWN

- 1 DIAMOND PLATE FENDERS MAKE A SAFE WORK PLATFORM
- 2 INSULATED LID OPENING FRONT TO BACK
- 3 PROTECTED CONTROL PANEL
- 4 EXHAUST STACK
- 5 CANTILEVERED HANDLE FOR LOADING DOOR
- 6 STEEL ENCLOSURE FOR BURNER PROTECTION
- 7 HYDRAULIC DUMP: SINGLE SCISSOR LIFT
- 8 HEAVY DUTY 6" CHANNEL STEEL FRAME
- 9 SINGLE REAR SHOVEL PORT



**KM 4000T** 4 TON ASPHALT HOTBOX RECLAIMER

Specifications	Fuel Source	Dimensions	Weight	BTU
KM 4000TEPX	Propane	14'x85"x82"	1980lbs.	58,000
KM 4000TEPD	Propane	14'x85"x82"	2295lbs.	58,000
KM 4000TEDX	Diesel	14'x81"x74"	2070lbs.	105,000
KM 4000TEDD	Diesel	14'x85"x88"	2480lbs.	105,000

Ready to Buy or Have Additional Questions? 800-492-1757 | sales@kminternational.com



\*Specifications are subject to change without notice

**SOURCEWELL PRICE GUIDE- ASPHALT HOTBOX RECLAIMERS & OPTIONS**

*PRICES EFFECTIVE APRIL 1, 2024*  
 F.O.B. NORTH BRANCH, MICHIGAN - PREPAID & ADDED  
 PRICING IS SUBJECT TO CHANGE WITHOUT NOTICE

Sourcewell Contract #080521-KMI



MODEL	DESCRIPTION	MSRP PRICE	SOURCEWELL PRICE
<b>SKID MOUNTED ASPHALT HOTBOX RECLAIMERS</b>			
<a href="#">KM 4000SXPX</a>	2 Ton Skid Mount - Propane	\$ 14,095.00	\$ 11,985.00
<a href="#">KM 4000SXXDX</a>	2 Ton Skid Mount - Diesel	\$ 19,650.00	\$ 16,700.00
<a href="#">KM 8000SXPX</a>	4 Ton Mount - Propane	\$ 21,500.00	\$ 18,275.00
<a href="#">KM 8000SXXDX</a>	4 Ton Skid Mount - Diesel	\$ 26,335.00	\$ 22,385.00
<a href="#">KM 1000SXPX</a>	½ Ton Skid Mount- Propane	\$ 9,830.00	\$ 8,355.00
<b>2 TON TRAILER MOUNTED ASPHALT HOTBOX RECLAIMER</b>			
<a href="#">KM 4000TEPX</a>	2 Ton Trailer Mount - Electric Brake - Propane	\$ 21,500.00	\$ 18,275.00
<a href="#">KM 4000TEPD</a>	2 Ton Trailer Mount - Electric Brake - Propane - Dump	\$ 27,335.00	\$ 23,325.00
<a href="#">KM 4000TEDX</a>	2 Ton Trailer Mount - Electric Brake - Diesel	\$ 24,990.00	\$ 21,240.00
<a href="#">KM 4000TEDD</a>	<b>2 Ton Trailer Mount - Electric Brake - Diesel - Dump</b>	<b>\$ 31,325.00</b>	<b>\$ 26,625.00</b>
KM 4000THPX	2 Ton Trailer Mount - Hydraulic Brake - Propane	\$23,350.00	\$ 19,850.00
KM 4000THPD	2 Ton Trailer Mount - Hydraulic Brake - Propane - Dump	\$ 32,170.00	\$ 27,345.00
KM 4000THDX	2 Ton Trailer Mount - Hydraulic Brake - Diesel	\$ 26,760.00	\$ 22,745.00
KM 4000THDD	2 Ton Trailer Mount - Hydraulic Brake - Diesel - Dump	\$ 33,165.00	\$ 28,190.00
<b>4 TON TRAILER MOUNTED ASPHALT HOTBOX RECLAIMER</b>			
<a href="#">KM 8000TEPX</a>	4 Ton Trailer Mount - Electric Brake - Propane	\$28,615.00	\$ 24,325.00
<a href="#">KM 8000TEPD</a>	4 Ton Trailer Mount - Electric Brake - Propane - Dump	\$ 35,875.00	\$ 30,495.00
<a href="#">KM 8000TEDX</a>	4 Ton Trailer Mount - Electric Brake - Diesel	\$ 32,740.00	\$ 26,255.00
<a href="#">KM 8000TEDD</a>	4 Ton Trailer Mount - Electric Brake - Diesel - Dump	\$ 39,440.00	\$ 33,525.00
KM 8000THPX	4 Ton Trailer Mount - Hydraulic Brake - Propane	\$ 31,325.00	\$ 26,625.00
KM 8000THPD	4 Ton Trailer Mount - Hydraulic Brake - Propane - Dump	\$ 38,590.00	\$ 32,805.00
KM 8000THDX	4 Ton Trailer Mount - Hydraulic Brake - Diesel	\$35,165.00	\$ 29,890.00
KM 8000THDD	4 Ton Trailer Mount - Hydraulic Brake - Diesel - Dump	\$ 42,565.00	\$ 36,180.00

Click on the Model Number to View Picture of the Unit

<b>BATTERY UPGRADE OPTIONS</b>			
Supplemental Battery	Required for diesel, dump hotboxes with additional options requiring 12V connection (i.e. strobe light, work lights, etc.)	\$ 718.75	\$625.00
Lithium-Iron Battery Upgrade	Upgrade from standard AGM battery to Lithium Iron Battery	\$ 1,380.00	\$ 1,200.00

**MISCELLANEOUS HOTBOX TRAILER OPTIONS**

OPTION NAME	DESCRIPTION	MSRP PRICE	SOURCEWELL PRICE
<a href="#">Solvent Tank</a>	7 Gallon Utility Solvent Tank - Mounted on Trailer	\$ 555.00	\$ 470.00
<a href="#">Tool Rack</a>	4 Hole Tool Rack - Mounted on Trailer	\$ 435.00	\$ 370.00
<a href="#">Spare Tire, Loose</a>	ST235/80R16 Tire & Rim - Not Mounted on Trailer	\$ 390.00	\$ 335.00
<a href="#">Spare Tire, Mounted</a>	ST235/80R16 Tire & Rim - Mounted on Trailer	\$ 775.00	\$655.00
<a href="#">60 Lb. Cylinders</a>	60 lb. Propane Cylinders	\$ 480.00	\$ 410.00
<a href="#">100 Lb. Cylinders</a>	100 lb. Propane Cylinders	\$ 765.00	\$ 650.00
<a href="#">Hoist - Manual</a>	Loading Hoist/ Winch & Davit - Manual Operation	\$ 2,350.00	\$ 2,000.00
<a href="#">Hoist - 12 V</a>	Loading Hoist / Winch & Davit - 12 V Powered – Remote	\$ 4,135.00	\$ 3,515.00
<a href="#">Torch (LP Unit)</a>	Hand Torch W Retractable Hose Reel	\$ 2,285.00	\$ 1,940.00
<a href="#">Torch (Diesel Unit)</a>	Hand Torch W Retractable Hose Reel	\$ 2,285.00	\$ 1,940.00
<a href="#">Low Temp Thermostat</a>	Allows Heating of Cold Patch 60-250° F	\$ 1,785.00	\$ 1,520.00
<a href="#">Wash Down Spray System</a>	12V Pump, 2.2 GPM, 7 PSI, 1 Gallon Tank, Rear Mounted Hose Wrap w/Spray Wand (KM 8000T only)	\$ 2,277.00	\$ 1,935.00
<a href="#">Extended KM 8000 Trailer</a>	Adds 2 Ft. to overall length (20 Ft total)	\$ 750.00	\$ 635.00
<a href="#">Extended KM 4000 Trailer</a>	Adds 2 Ft. to overall length (16 Ft total). Adds Additional 7K Axle	\$ 2,140.00	\$ 1,820.00
<a href="#">Mounted Deck for 2-18x</a>	Deck Mounted to fit KM 2-18x on Front of Hotbox Trailers. Required Extended Trailer Option	\$ 410.00	\$ 350.00
<a href="#">24 Hour Timer</a>	24 Hour Timer, 110 Volt Powered	\$ 1,587.60	\$ 1,350.00
<a href="#">Heated Shovel Deck</a>	Heated Shovel Deck	\$ 880.00	\$ 750.00
<a href="#">5 Gallon Bucket Holder</a>	5 Gallon Bucket Holder	\$ 391.00	\$ 335.00
<a href="#">Plate Compactor Basket</a>	24" x 28" Mounting Basket for Plate Compactor	\$ 425.00	\$ 360.00
<a href="#">Roller Cradle Basket</a>	Roller Cradle for BOMAG BW55E Roller or Similar Model	\$ 425.00	\$ 360.00
<b>TACK TANK OPTIONS</b>			
<a href="#">30-Gal Tack</a>	30 Gallon Heated Tack Tank 10,000 Btu Propane Burner. Extended Trailer Option Recommended	\$ 5,625.00	\$ 4,785.00
<a href="#">Spray Tack Unit</a>	¾ Roper Pump, Spray Wand and 5.5 HP Honda Engine	\$ 5,520.00	\$ 4,690.00
<a href="#">Tack Tank Skid</a>	Tack Tank Skid Deck. Requires Extended Trailer, KM 2-18X Deck, Tack Tank Options	\$ 750.00	\$ 585.00
<b>LIGHTING OPTIONS</b>			
<a href="#">Work Lights</a>	2 Work Lights Mounted and Switched	\$ 520.00	\$ 440.00
<a href="#">Strobe Light</a>	Amber Strobe Light, Mounted and Switched	\$ 445.00	\$ 380.00
<a href="#">Light Bar</a>	Directional Arrow Board & Controller - Mounted on Unit	\$ 2,140.00	\$ 1820.00
<a href="#">Rear Mounted Fender Strobes</a>	4" Amber Strobe Lights Mounted in Rear Fenders. KM 8000T Only	\$ 975.00	\$ 830.00
<b>SKID MOUNTED UNIT OPTIONS</b>			
<a href="#">Bottle Rack</a>	Bottle Rack to Fit Three 30lb Propane Cylinders	\$ 875.77	\$ 745.00
<a href="#">Extended Hoses</a>	8" Pigtails for Skid Mounted Hotbox Units	\$ 103.03	\$90.00
<b>BATTERY UPGRADE OPTIONS</b>			
<a href="#">Supplemental Battery</a>	<b>Required</b> for diesel, dump hotboxes with additional options requiring 12V connection (i.e strobe light, work lights, etc.)	\$718.75	\$625.00
<a href="#">Lithium-Iron Battery Upgrade</a>	Upgrade from standard AGM battery to Lithium Iron Battery	\$1,380.00	\$1,200.00

Click On the Option Name to View a Picture

# Narrative

## October 15, 2024



### **RESOLUTION - APPROVE ENGINEERING AGREEMENT FOR DESIGN OF 2<sup>ND</sup> STREET PAVEMENT REHABILITATION PROJECT.**



As part of the 2024 CIP process staff identified and are proceeding with the sewer line extension on 2<sup>nd</sup> street in Alliance. This area is part of a blight and substandard area. access to sewer lines is one identified issue as well as the condition of the roadway. Once the sewer line is extended staff recommends upgrading the condition of the roadway. M.C . Schaff and Associates has presented an engineering agreement for the design phase of this potential project.

**RECOMMENDATION: APPROVE ENGINEERING AGREEMENT WITH M.C. SCHAFF AND ASSOCIATES IN THE AMMOUNT OF \$41,748.50 FROM GL # 24-41-41-43-331 FOR THE DESIGN OF 2<sup>ND</sup> STREET PAVEMENT REHABILITATION PROJECT.**

RESOLUTION NO. 23-104

*WHEREAS*, The City of Alliance is requesting that an engineering agreement be entered with MC Schaff and Associates for the design and bid standards of the 2<sup>nd</sup> Street Pavement Rehabilitation Project;

*WHEREAS*, The approval of the engineering agreement would allow for the design of the project as well as the construction of bid documents for advertisement; and

*WHEREAS*, The City of Alliance Staff has identified access to sewer lines as well as the condition of the roadway on 2<sup>nd</sup> Street that are in need of rehabilitation; and

*WHEREAS*, Staff is recommending after the sewer line is extended, the upgrade of the roadway should follow.

*WHEREAS*, MC Schaff and Associates has provided the engineering agreement and bid design for the 2<sup>nd</sup> Street Pavement Rehabilitation in the amount of \$41,748.50 Forty-One Thousand Seven Hundred Forty-Eight Dollars and 50/100s.

*NOW, THEREFORE, BE IT RESOLVED*, by the Mayor and City Council of Alliance, authorizes to enter into an engineering agreement with MC Schaff and Associates for the 2<sup>nd</sup> Street Pavement Rehabilitation Project in the amount of \$41,748.50 Forty-One Thousand Seven Hundred Forty-Eight Dollars and 50/100s, to be paid from Account No. # 24-41-41-43-331.

PASSED AND APPROVED this 15<sup>th</sup> day of October 15, 2024.

(SEAL)

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

Attest: \_\_\_\_\_

Shelbi C. Pitt, City Clerk

Approved as to Form and Legality:

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



**PROPOSAL/A&E SERVICE CONTRACT**

TO: City of Alliance  
320 Laramie Avenue  
Alliance, NE 69301

Date: September 27, 2024

RE: City of Alliance 2<sup>nd</sup> Street Pavement Rehabilitation Project  
Professional Engineering Services – Design/Bidding

Honorable Mayor and Council Members:

Thank you for the opportunity to provide Professional Engineering Services Proposal for the above referenced project. The project scope shall be as follows:

<b>Alliance 2<sup>nd</sup> Street Rehabilitation Project</b>		
<i>Project No.</i>	<i>Description</i>	<i>Location</i>
	2 <sup>nd</sup> Street	Laramie Avenue to Big Horn Avenue

Rehabilitation operations anticipated on these areas will be pavement removal and replacement, utility structure adjustments, and minor repairs to curb, gutter, radii, walk, and drives.

The services in this proposal include Surveying Services.

Civil Design services include the following:

- Confer with City Staff of project scope and limits
- Conduct field surveys of existing conditions, topography, elevations, and utilities
- Coring and analysis of existing pavement conditions
- Prepare detailed plans, specifications, and contract documents with NE Civil Engineer Stamped Seal affixed
- Submittal and review of project documents with City Staff and City Council for acceptance

Bidding Services include the following:

- Provide sufficient copies of approved project documents for bidding documents, including construction contracts and ancillary agreements for contractor
- Conduct one preconstruction conference at the project site
- Answer questions raised during the bidding process from Owner or contractors
- Issue all Addenda as required
- Attend bid opening, tabulate bids, evaluate bidder's information, and analyze bid results

- Prepare and present a written recommendation of award to the City Council

Construction Oversight Services – Not included in this proposal

Close-Out Services – Not included in this proposal

Specifications will be in accordance with the *Engineers Joint Contract Documents Committee*.

The services in this agreement shall be limited to the areas noted in the project scope above.

All work and services performed shall be provided and completed in a good and workmanlike manner, and shall be of a standard expected of same or similar professionals in a same or similar community.

The following is the cost break down for Engineering Services.

**Civil Scope:**

Civil Design Services	\$37,689.00
Bidding Services	\$4,059.50
<b>TOTAL</b>	<b>\$41,748.50</b>

The total cost for design and bidding services is **\$41,748.50**. All invoicing will be based upon the following hourly rates and actual services provided.

Inspector Technician .....	\$93/hour
I-Man Survey Crew with Equipment.....	\$145/hour
Design Engineer .....	\$155/hour
Principal Engineer .....	\$216/hour
Clerical.....	\$80/hour

**STANDARD PROVISIONS OF AGREEMENT BETWEEN CLIENT AND CONSULTANT**

1. Reimbursable Costs: Costs of copies of drawings, CAD plots of drawings, xerography, photographic reproduction of drawings; courier and shipping costs shall be reimbursed to MCS at cost + 15% and is not included in the Fee for Professional Services.
2. Fees for Professional Services and Reimbursable Costs shall be billed bi-weekly.
3. Accounts are due upon receipt of invoice.
4. Extra Services: Any services requested by the client which are not outlined in this proposal are to be considered Extra Services. Extra Services shall be billed on a per hour basis, at the rate of \$200.00 per hour. No Extra Services will be considered without written authorization from the client.

5. This Agreement contemplates a “work for hire” relationship, and all drawings, specifications, plans, contract documents, and project documents produced by the Consultant for this Project shall be and shall remain the property of the Client.
6. If the Consultant is authorized to commence and/or continue to provide its services on the project, either verbally or in writing, prior to the full execution of a written contract, such authorization shall be deemed an acceptance of this proposal, and all such services shall be provided and compensated in accordance with the terms and conditions herein as though this proposal were fully executed by the Client.
7. The Client agrees, in accordance with generally accepted professional liability insurance policy requirements, that should Client elect to omit Construction Observation Services from the Consultant’s contract, the Client will defend, indemnify and hold harmless the Consultant from any and all liability, real or alleged in connection with the performance of work on this project, except liability arising from the sole negligence of the Consultant.
8. The Consultant agrees to obtain, maintain, and keep in full force and effect during the duration of this Agreement a commercial general liability insurance policy and a professional liability insurance policy, each with limits not less than \$1,000,000 in the aggregate. The Consultant agreed to obtain, maintain, and keep in full force and effect at all times that work and services are provided under this Agreement a worker’s compensation insurance policy of limits meeting the statutory minimum limits.
9. The Consultant makes no representations concerning soil conditions and is not responsible for any liability that may arise out of the making or failure to make soil surveys, or sub-surface soils tests or general soils testing.
10. These contract Provisions and the accompanying Proposal constitute the full and complete Agreement between the Parties and may be changed, amended, added to, superseded, or waived only if both parties specially agree in writing to such amendment of the Agreement. In the event of any inconsistency between these Contract Provisions and any proposal, contract, purchase order, requisition, notice to proceed, or like document, these Contract Provisions shall govern.
11. RIGHT OF ENTRY – When entry to property is required for the CONSULTANT to perform its services, the Client agrees to obtain legal right-of-entry on the property.
12. The Client and Architect/Engineer agree to submit all claims and disputes arising out of this Agreement to non-binding mediation prior to the initiation of legal proceedings, provided that mediation must occur within 60 days of a written request for mediation by either party, and if not so completed the parties may imitate legal proceeds at their discretion. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.
13. This Agreement binds Consultant and Client and their successors, assigns and partners. Neither party shall assign or transfer his interests, rights or obligations in this Agreement without the



# Narrative

## October 15, 2024



### **ORDINANCE – AMENDMENT TO CHAPTER 24, SECTION 24-27 OF THE ALLIANCE MUNICIPAL CODE TITLED “SNOW REMOVAL.”**

The City of Alliance currently allows 48 hours to clear snow, slush, and ice from sidewalks after the end of a winter storm. This was changed from 24 hours in 2023. Taking in to consideration the additional 24 hour notice requirement placed on the City to notify the adjacent property owner, they are essentially given 72 hours after a storm to clear their sidewalks. By this point in time the snow is packed and very difficult to remove.

Staff compared our ordinance against those of other cities in our area:

City	Time Allowed
Alliance	48 Hours
Chadron	24 Hours
Gering	12 Hours
Scottsbluff	12 PM the day after the storm
Sidney	Sidewalks should remain clear, open, and unobstructed
North Platte	Sidewalks should remain clear, open, and unobstructed

The proposed code amendment changes the time allowed to clear sidewalks of snow, ice, and slush back to 24 hours. This, combined with the 24 hour notification requirement gives people 48 hours to clear their sidewalks before the City is permitted to have it done for them.

**RECOMMENDATION: APPROVAL OF THE ORDINANCE CHANGING THE TIME ALLOWED TO CLEAR SIDEWALKS OF SNOW, ICE, AND SLUSH FROM 48 HOURS TO 24 HOURS.**

**Ordinance No. 2983**

**AN ORDINANCE OF THE CITY OF ALLIANCE, NEBRASKA AMENDING ALLIANCE MUNICIPAL CODE SECTION 24-27 TO CHANGE THE TIME FOR AN OWNER OR OCCUPANT TO REMOVE SNOW, SLUSH, AND ICE FROM CITY SIDEWALKS ADJACENT TO THEIR PROPERTY FROM 48 HOURS TO 24 HOURS; REPEALING EXISTING PROVISIONS OF THE CITY CODE NOT CONSISTENT WITH THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

SECTION 1. Section 24-27 of the Alliance Municipal Code is amended to read as follows:

**Sec. 24-27. Snow removal.**

- (1) Removal. It shall be the duty of the owner or occupant of every lot or parcel adjacent to a city sidewalk to clean and remove all snow, slush, and ice therefrom within 24 hours after such snow, slush, or ice has fallen, drifted, or accumulated thereon.
- (2) Extent: Removal shall include the entire width and length of the city sidewalk up to the centerline of any adjacent alley, and the portion of sidewalk extending into a street intersection.
- (3) Removal Location. Snow, slush, or ice shall not be moved from any lot, driveway, or adjacent sidewalk into the city street, alley, or onto any neighboring lot, nor shall any snow, slush, or ice be placed in the "sight vision triangle" or on any lot, in such a manner that may interfere with the regular flow of traffic or vision clearance of the roadway as determined by the city manager or designee. Such an offense of any part of this section shall be considered a municipal code violation and may be punishable by a \$100 fine per occurrence. In locations within a central business district zoning designation, where the building adjacent to the city sidewalk is constructed to less than a five foot front or side street setback, snow may be pushed into the street from the city sidewalk provided it is placed there no later than 12 hours after any snow, slush, or ice has fallen, drifted, or accumulated thereon.
- (4) Failure to remove. If, after 24 hours, the lot or parcel owner or occupant has failed to remove any snow, slush, or ice as set out herein, the city manager or designee shall post a notice on the property adjacent to the sidewalk or serve the owner or occupant with a notice requiring the removal of any snow, slush, or ice within 24 hours of the notice posting or their receipt of said served notice. The city manager or designee may cause the sidewalk to be cleared by hiring a contractor or by city employees should the owner fail to comply, with the notice.
- (5) Recovering costs. The city manager shall bill the property owner for all costs incurred clearing the sidewalk. The property owner shall have no more than sixty days to pay their removal costs in full to the city. After nonpayment the city manager may:
  - (a) Levy an assessment against such property in accordance with the procedures set forth in section 24-26 (d); or
  - (b) Recover such costs in a civil action.

SECTION 2. All ordinances, parts of ordinances, resolutions, and policies of the City of Alliance in conflict with this ordinance are hereby repealed.

SECTION 3. This ordinance shall be in full force and effect from and after its approval, passage, and publication according to law.

PASSED and APPROVED on this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

Attest:

\_\_\_\_\_  
Shelbi Pitt, City Clerk

Approved as to Form and Legality:

\_\_\_\_\_  
City Attorney

## Code showing the proposed changes

### Sec. 24-27. Snow removal.

- (1) Removal. It shall be the duty of the owner or occupant of every lot or parcel adjacent to a city sidewalk to clean and remove all snow, slush, and ice therefrom within 48 24 hours after such snow, slush, or ice has fallen, drifted, or accumulated thereon.
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- (3) Removal Location. Snow, slush, or ice shall not be moved from any lot, driveway, or adjacent sidewalk into the city street, alley, or onto any neighboring lot, nor shall any snow, slush, or ice be placed in the "sight vision triangle" or on any lot, in such a manner that may interfere with the regular flow of traffic or vision clearance of the roadway as determined by the city manager or designee. Such an offense of any part of this section shall be considered a municipal code violation and may be punishable by a \$100 fine per occurrence. In locations within a central business district zoning designation, where the building adjacent to the city sidewalk is constructed to less than a five foot front or side street setback, snow may be pushed into the street from the city sidewalk provided it is placed there no later than 12 hours after any snow, slush, or ice has fallen, drifted, or accumulated thereon.
- (4) Failure to remove. If, after 48 24 hours, the lot or parcel owner or occupant has failed to remove any snow, slush, or ice as set out herein, the city manager or designee shall post a notice on the property adjacent to the sidewalk or serve the owner or occupant with a notice requiring the removal of any snow, slush, or ice within 24 hours of the notice posting or their receipt of said served notice. The city manager or designee may cause the sidewalk to be cleared by hiring a contractor or by city employees should the owner fail to comply, with the notice.
- (5) Recovering costs. The city manager shall bill the property owner for all costs incurred clearing the sidewalk. The property owner shall have no more than sixty days to pay their removal costs in full to the city. After nonpayment the city manager may:
  - (a) Levy an assessment against such property in accordance with the procedures set forth in section 24-26 (d); or
  - (b) Recover such costs in a civil action.

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### **ORDINANCE – AMENDMENTS TO CHAPTER 20 OF THE ALLIANCE MUNICIPAL CODE TITLED NUISANCES.**

State of Nebraska Revised Statute 16-230 enables communities to adopt and enforce a nuisance abatement ordinance. The statute provides the minimum requirements of any nuisance abatement ordinance adopted by Cities of the First Class. The statute allows the city to establish the means of notifying property owners of nuisances on their property. Staff is aware of multiple issues with the City nuisance abatement code after working with it for the past 6 months.

The first proposed amendment is a saving clause (Sec. 20-6). The purpose of the saving clause is to state that any code violations in existence when the City Council amends or adopts a new nuisance abatement code, will remain in violation and not become legal. For example if a property is in violation of a certain code section and the City changes that code section number, they could argue they are no longer guilty of that section and the City would have to start the nuisance abatement process over.

The second set of proposed amendments are minor changes to the hangtag requirements (Sec. 20-23). Hangtags are not official notices and are meant to be a courtesy to the property owner from the City before issuing an official notice. They are not required by state law. Initial contact is attempted by the Nuisance Abatement Officer in person. Hangtags are left if contact wasn't made when knocking on the door of the property. The proposed code requires the violation section to be present on the hangtag and for staff to follow up in 5 days should the property owner not contact the City. The five day follow up is accomplished by attempting to contact the owner/occupant with a second visit to the property or by telephone. If these attempts fail or if the property looks abandoned, we proceed with an official notification.

The third set of proposed amendments are to the notification section (Sec. 20-24). The state statute only tells the city what has to be on the notification and that the City has to wait a minimum of 5 days after the notification before it can abate the nuisance. The statute does not dictate how to post or deliver the notice. Currently the municipal code allows for certified mail, personal service (city staff hand delivers it), or posting the notice on the property in a conspicuous location.

Code requires that if certified mail or personal service delivery notices fail we have to wait 14 days from the day we mailed or tried to serve the notice before we can publish the notice in the newspaper or post the property. Staff is not sure of the reason to wait 14 days when under normal circumstances, we will know within a few days if they can be reached by mail or personal service. Staff recommends reducing this to 7 days and adding the days that personal service delivery will be attempted. Staff also recommends the removal of publishing the notice in the newspaper. Fewer people read the newspaper than did when this code was drafted and they only publish it once a week which adds additional time to the notification process.

The fourth amendment requires the City to hold a hearing within 14 days should the property owner appeal the nuisance. The enabling statute requires the city to accept an appeal from the property

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owner or their agent provided they give it to the city within 5 days of receiving the notice. The statute also requires the city hold the appeal hearing within 14 days of receipt of the appeal form.

The fifth set of amendments (Sec. 20-26) will remove the requirement to wait 14 days after the property is posted before acting on the nuisance and adds the time requirement allowed by code to abate general nuisances. The code already dictates the amount of time property owners are permitted after posting the property to abate the nuisance before the city can move forward. The 14 day period is unnecessary.

The sixth set of amendments are additions to the process in abating nuisances. The additional sections come from the article on abating the accumulation of junk and litter. The amendment moves the "Sentencing" and "Suspended sentencing" sections to the abatement process article (Secs 20-28 and 20-29). The entirety of the abatement process should be detailed in the same article of code to make the process easier to follow. These sections do not only apply to junk and litter and should be moved to the procedural part of the code so that prosecutions of other nuisances are the same as junk and litter.

The seventh set of amendments fix an oversight in regard to tree branches in the street intersection sight vision triangle (Secs 20-67 and 20-74 through 20-76). The intent of the code is to require tree branches that are in the intersection sight vision triangle to be trimmed a minimum of 8 feet above the curb grade so that traffic can see around the corner without having to pull into the intersection. The street intersection vision triangle is a triangle created at the intersection of the front property line and the side street property line. It is drawn by measuring 25 feet from the intersection along each property line and connecting the hypotenuse between these two points. The code requiring 8 feet of clear space already exists but it was not placed correctly in the code. It was written under the code section for trees in the City rights of way. Street intersection vision triangles are not in the City rights of way which creates a potential conflict when enforcing the code. This amendment removes it from that section and makes the requirement its own code section eliminating any possible source of confusion.

The final amendments add a section detailing the intention of the code regulating junk and litter and removes the requirement for the police to remove junk and litter from property and designates that to the city manager or designee for staffing flexibility purposes.

**RECOMMENDATION:** APPROVAL OF THE ORDINANCE AMENDING CHAPTER 20 OF THE ALLIANCE MUNICIPAL CODE COMPLETING AND UPDATING THE NUISANCE ABATEMENT PROCESS, REMOVING OBSOLETE AND UNNECESSARY NOTIFICATION REQUIREMENTS, AND CLARIFYING THE STREET INTERSECTION SIGHT VISION TRIANGLE REQUIREMENTS.

**Ordinance No. 2984**

**AN ORDINANCE OF THE CITY OF ALLIANCE, NEBRASKA CREATING ALLIANCE MUNICIPAL CODE SECTION 20-6 TO PROVIDE FOR A SAVINGS CLAUSE FOR PRIOR ORDINANCES RELATING TO EXISTING NUISANCE VIOLATIONS; AMENDING CODE SECTIONS RELATING TO NOTICES OF NUISANCE ABATEMENT, BOARD OF HEALTH PROCEEDINGS FOR NUISANCE VIOLATIONS APPEALS, ABATEMENT PERIODS, CONSEQUENCES FOR FAILURE TO ABATE NUISANCES, SIGHT VISION REQUIREMENTS FOR TREE BRANCHES, AND THE INTENT OF CODE SECTIONS REGARDING NUISANCE ABATEMENT; RENUMBERING PRIOR CODE SECTIONS; REPEALING EXISTING PROVISIONS OF THE CITY CODE NOT CONSISTENT WITH THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

SECTION 1. Section 20-6 of the Alliance Municipal Code is created to read as follows:

**Sec. 20-6. - Existing nuisance violations; saving clause.**

All rights or remedies of the city are expressly saved as to any and all previous or existing violations of chapter 20 of the alliance municipal code that have accrued at the time of the effective date of the ordinance from which this chapter is derived; and that all previous and existing violations of previous nuisance regulations which would otherwise become legal under this chapter shall not become legal under this chapter unless specifically removed from this code, but shall be violations of this chapter in the same manner that they were violations of prior versions of chapter 20.

SECTION 2. Sections 20-23 through 20-28 of the Alliance Municipal Code are amended to read as follows:

**Sec. 20-23. - Hangtags.**

The city manager or designee may use hangtags to inform the owner or occupant of a property that a nuisance exists before sending a formal notice as detailed in section 20-24. At a minimum, the hang tag shall provide the section of code violated, a contact number for the city, and the date on which the hangtag was left. If the owner or occupant does not contact the City manager or designee within five business days after the hangtag is left, the city manager or designee shall begin the notification process as detailed in section 20-24.

#### **Sec. 20-24. - Notice.**

Notice shall be given to each owner or the owner's duly authorized agent, and to the occupant, if any, as prescribed by this code. Notice shall be by certified mail, personal service, or by posting the notice conspicuously on the property. If delivery is by personal service, staff shall have five working days to deliver said notice. A minimum of two attempts must be made with the first on day one and the second on day five; provided if delivery is made at an earlier date, staff is not required to attempt delivery again on day five. If notification by personal service is unsuccessful for a period of five working days or if certified mail is unsuccessful for a period of seven days, said notice shall be conspicuously posted on the lot or ground in which the nuisance is to be abated and removed. Regardless of notification method, the notice shall:

- (1) Describe the nuisance in enough detail to allow the owner or occupant to determine what the nuisance entails and what will effectively abate the nuisance;
- (2) Inform the owner that within five days of receipt or posting of the notice, as applicable, the owner or occupant may solicit a hearing with the city board of health by filing a written request with the city clerk;
- (3) State that if the owner or occupant does not request a hearing, they are ordered to abate and remove the nuisance within the time required in the notice or the city may:
  - (a) Abate and remove the nuisance(s) and bill the owner for any costs and expenses incurred by the city performing such work; or,
  - (b) Proceed with a civil action against the property owner.
- (4) And state that if any costs and expenses of the work performed by the city are unpaid for two months after such work is done, the city may either:
  - (a) Levy and assess the costs and expenses of the work upon the lot or piece of ground so benefited as a special assessment; or,
  - (b) Recover in a civil action the costs and expenses of the work upon the lot or piece of ground and the adjoining streets and alleys.

#### **Sec. 20-25. - Board of health proceedings.**

Appeals of nuisances to the board of health shall proceed as follows:

- (1) *Hearing.* Within five days of receipt or posting of the notice, the owner or occupant may request a hearing with the city board of health by filing a written request with the city clerk. Upon the clerk's timely receipt of a request for a hearing, the clerk shall notify the owner, the owner's duly authorized agent, or the occupant in writing of the hearing date. The hearing date shall occur within fourteen days after filing the appeal. At the hearing, the city attorney and the city manager or designee giving the notice shall provide evidence of the nuisance to the board of health. Thereafter, the board of health shall allow all interested persons an opportunity to be heard regarding the nuisance. The board of health may consider any information which it deems relevant and shall make a final determination of the existence or nonexistence of a nuisance.
- (2) *Post hearing order.* If the board of health determines that a nuisance exists, the board shall, by resolution, order the city manager or designee to provide the owner or occupant with a letter stating that:
  - (a) A nuisance indeed exists; and
  - (b) The owner or occupant is ordered to abate and remove the nuisance in the time required by this code.

**Sec. 20-26. Compliance time frame.**

If the owner or occupant does not request a hearing with the board of health as provided for in this article, the owner or occupant shall abate and remove the nuisance(s) as prescribed in the notice within the following time frame:

- (1) Accumulation of junk or litter: thirty days.
- (2) Trimming or removal of trees, branches, shrubs, hedges, etc.: ten days.
- (3) Weeds, grass, and other worthless vegetation: five days.
- (4) General nuisances: five days.

If a hearing was requested with the board of health and the board found that a nuisance exists on the property, the time permitted to abate the nuisance shall be determined by the board except that such time granted shall not be greater than half the time permitted above. The time permitted to abate the nuisance shall begin the day following the date the board of health makes its ruling.

**Sec. 20-27. - Failure to abate.**

If the owner or occupant does not request a hearing as provided for in this article and fails to abate the nuisance as set forth in the notice, or, if a hearing is requested and the owner or occupant fails to comply with the board of health's order to abate and remove the nuisance, the city may:

- (1) Abate and remove the nuisance and bill the owner for any costs and expenses incurred by the city performing such work; or,
- (2) Proceed with a civil action against the property owner.

**Sec. 20-28. Suspended sentencing.**

Should the city proceed in a civil action against the property owner and upon a conviction for violation of this chapter, the presiding judge at their discretion may suspend the sentence for a period of time to be determined by the judge to allow the person convicted of such violation time to voluntarily abate the nuisance from the subject property. Upon compliance with the judge's orders the owner shall only be subject to payment of the court costs and not to the payment of a fine. Such voluntary abatement may consist of signing a consent form to allow the city to abate the nuisance and return the property to compliance. Said removal at the consent of the owner of shall be at the owner's expense and billed by the city in accordance with this chapter.

SECTION 3. Section 20-29 of the Alliance Municipal Code is created to read as follows:

**Sec. 20-29. Sentencing.**

Any property owner or person in lawful possession of property who fails or refuses to remove the nuisance as prescribed by the city manager, designee, or judge, shall be guilty of a class V misdemeanor, shall pay any court costs, and a \$100.00 fine per offense. Each day the property is in violation of this Code shall be considered a separate offense.

SECTION 4. Section 20-30 of the Alliance Municipal Code is created to read as follows:

**Sec. 20-30. - Recovery of costs.**

If the city abates and removes the nuisance the city manager or designee shall bill the property owner for all costs incurred by the city in abating said nuisance. If the bill remains unpaid for more than two months the city shall:

- (1) Levy and assess the costs and expenses of the work upon the lot or piece of ground so benefited as a special assessment; or,
- (2) Recover in a civil action the costs and expenses of the work upon the lot or piece of ground and the adjoining streets and alleys.

SECTION 5. Section 20-67 of the Alliance Municipal Code is amended to read as follows:

**Sec. 20-67. Trees.**

No person shall plant any tree within any public right-of-way in the city without first contacting and obtaining permission from the city manager or designee, by filing an application in a form designated by the city manager or designee in accordance with the following:

- (1) *Application.* The applicant shall provide a site plan stating the variety and detailing the proposed location of each tree to be planted within the city right-of-way. The city manager or designee shall investigate the locality named in the application and shall approve the location of the proposed trees if such placement will, in the opinion of the city manager or designee, allow the normal growth and development of each tree. Furthermore, approval will only be granted if the applicant has complied with all other applicable sections of this article.
- (2) *Varieties approved.* The city manager or designee shall maintain a list of tree varieties permitted to be planted in public rights-of-way in the city.
- (3) *Planting area.* No tree shall be planted in a public right-of-way in a location where sidewalks are constructed or contemplated unless there is a clear space of at least four feet between the back of the curb line and the sidewalk line nearest the street. All trees planted therein shall be centered between the back of the curb line and the sidewalk line nearest the street.
- (4) *Spacing.* All trees planted in any public right-of-way shall be a minimum of 25 feet apart. In the case of a corner lot, all trees planted in a public right-of-way shall also be a minimum of 25 feet from the intersecting property lines as if extended into the right-of-way. Furthermore, in areas of the city which are not platted in a uniform pattern, tree planting in the public rights-of-way shall be as designated by the city manager or designee in such a manner that traffic vision and public safety are not impaired by improper planting.
- (5) *Topping.* It shall be unlawful as a normal practice for any person, firm or city department to top any street tree, park tree, or other tree on public property. Topping is defined as the severe cutting back of limbs to stubs larger than three inches in diameter within the tree's crown to such a degree so as to remove the normal canopy and disfigure the trees. Trees severely damaged by storms or other causes, or certain trees under utility wires or other obstructions where other pruning practices are impractical may be exempted from this article at the determination of the city manager or designee.

SECTION 6. Sections 20-74 of the Alliance Municipal Code is amended to read as follows:

**Sec. 20-74. Sight Vision Requirements.**

Tree branches that intrude into the sight vision triangle or branches on trees planted in the curb strip shall not be permitted to hang lower than eight feet above the adjacent curb elevation.

SECTION 7. Section 20-75 of the Alliance Municipal Code is amended to read as follows:

**Sec. 20-75. Spraying.**

The City, through the authorization of the city manager or designee, may spray or otherwise treat any trees or other growth located in the public rights-of-way. The city shall have the authority to move any personal property which might be damaged by said spray. The city shall not be liable for any damage caused by said spray.

SECTION 8. Section 20-76 of the Alliance Municipal Code is created to read as follows:

**Sec. 20-76. Removal.**

All trees, bushes, shrubs, vegetation, etc. located in the city rights of way are done so at the sufferance of the city. As such the city may, through the authorization of the city manager or designee, remove or order the removal by the appropriate property owner, any tree, bush, or shrub located in the public right-of-way which does not comply with city codes or regulations without notice. All trees, bushes, shrubs, or hedges removed from the public right-of-way shall be completely removed, including the roots and stumps, which shall be removed to a depth of at least six inches. In addition, the city may trim trees planted on the public rights-of-way. Furthermore, the city manager or designee shall have the authority to order the removal of a tree or part of a tree which is damaging the abutting sidewalk, curb, gutter, or road surface.

SECTION 9. Sections 20-81 through 20-83 of the Alliance Municipal Code are amended to read as follows:

**Sec. 20-81. Intent**

It is the purpose of this code to encourage, create, and maintain an attractive community and to promote and protect the public health, safety, and general welfare by providing for the regulation of junk and litter as defined by this code within the City and the two mile extraterritorial jurisdiction.

**Sec. 20-82. Declared Unlawful.**

It shall be unlawful for any property owner or person to allow the accumulation of junk and or litter on any property except those granted a conditional use permit for a junk yard. Such an accumulation is hereby declared to be a nuisance in need of regulation for the public welfare.

**Sec. 20-83. - Owner not found.**

If, after notice has been given in accordance with chapter 20, article II, the owner is not found, and the junk or litter is not removed within 30 days of the posted notice given, the city manager or designee is hereby authorized to have the junk or litter hauled away and the same be destroyed upon authorization by the city manager or designee. The city manager or designee shall proceed by placing an assessment on the property abated in the total amount of the costs incurred by the city.

SECTION 10. Section 20-28 of the Alliance Municipal Code, as amended in Section 2 of this Ordinance was moved from Section 20-84, so Section 20-84 of the Alliance Municipal Code is repealed.

SECTION 11. Section 20-83 of the Alliance Municipal Code, as amended in Section 9 of this Ordinance was moved from Section 20-85, so Section 20-85 of the Alliance Municipal Code is repealed.

SECTION 12. All ordinances, parts of ordinances, resolutions, and policies of the City of Alliance in conflict with this ordinance are hereby repealed.

SECTION 13. This ordinance shall be in full force and effect from and after its approval, passage, and publication according to law.

PASSED and APPROVED on this \_\_\_\_ day of \_\_\_\_\_ 2024.

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

Attest:

\_\_\_\_\_  
Shelbi Pitt, City Clerk

Approved as to Form and Legality:

\_\_\_\_\_  
City Attorney

## Code showing the proposed amendments

### **Sec. 20-6. - Existing nuisance violations; saving clause.**

All rights or remedies of the city are expressly saved as to any and all previous or existing violations of chapter 20 of the alliance municipal code that have accrued at the time of the effective date of the ordinance from which this chapter is derived; and that all previous and existing violations of previous nuisance regulations which would otherwise become legal under this chapter shall not become legal under this chapter unless specifically removed from this code, but shall be violations of this chapter in the same manner that they were violations of prior versions of chapter 20.

### **Secs. 20-7—20-20. - Reserved.**

### **Sec. 20-23. - Hangtags.**

The city manager or designee shall be permitted to may use hang tags to inform the owner or occupant of a property that a nuisance exists before sending a formal notice detailed in section 20-24. At a minimum, the hang tag shall provide the section of code violated, a contact number for the city, and the date the hangtag was left. ~~by which it must be abated, provided such time does not exceed five days. If, in the opinion of the city manager or designee, the property is abandoned, vacant, uninhabited, etc., or if it appears abatement will take more than five days, the city manager or designee may begin the formal notification process in section 20-24 without leaving a hang tag.~~ If the owner or occupant does not contact the City manager or designee within five business days after the hangtag is left, the city manager or designee shall begin the notification process as detailed in section 20-24.

(Ord. No. 2882, § 1, 4-2-2019)

### **Sec. 20-24. - Notice.**

Notice shall be given to each owner or the owner's duly authorized agent, and to the occupant if any, as prescribed by this code. ~~by personal service or certified mail.~~ Notice shall be by certified mail, personal service, or by posting the notice conspicuously on the property. If delivery is by personal service, staff shall have five working days to deliver said notice. A minimum of two attempts must be made with the first on day one and the second on day five; provided if delivery is made at an earlier date staff is not required to attempt delivery again on day five. If personal service or certified mail is unsuccessful for a period of 5 working days, ~~14 days,~~ said notice shall be ~~published in a newspaper of general circulation in the city or by conspicuously posting the notice~~ conspicuously posted on the lot or ground upon which the nuisance is to be abated and removed. The notice shall:

- (1) Describe the nuisance in enough detail to allow the owner or occupant to determine what the nuisance entails and what will effectively abate the nuisance.
- (2) Inform the owner that within five days of receipt, ~~publication,~~ or posting of the notice, as applicable, the owner or occupant may solicit a hearing with the city board of health by filing a written request with the city clerk.

- (3) State that if the owner or occupant does not request a hearing, they are ordered to abate and remove the nuisance within the time required in the notice or the city may:
  - (a) Abate and remove the nuisance(s) and bill the owner for any costs and expenses incurred by the city performing such work; or,
  - (b) Proceed with a civil action against the property owner.
- (4) State that if any costs and expenses of the work performed by the city are unpaid for two months after such work is done, the city may either:
  - (a) Levy and assess the costs and expenses of the work upon the lot or piece of ground so benefited as a special assessment; or,
  - (b) Recover in a civil action the costs and expenses of the work upon the lot or piece of ground and the adjoining streets and alleys.

(Ord. No. 2882, § 1, 4-2-2019)

**Sec. 20-25. - Board of health proceedings.**

Appeals of nuisances to the board of health shall proceed as follows:

- (1) *Hearing.* Within five days of receipt, publication, or posting of the notice, as applicable, the owner or occupant may request a hearing with the city board of health by filing a written request with the city clerk. Upon the clerk's timely receipt of a request for a hearing, the clerk shall notify the owner, the owner's duly authorized agent, or the occupant in writing of the hearing date. **The hearing date shall occur within fourteen days after filing the appeal.** At the hearing, the city attorney and the city department giving the notice shall provide evidence of the nuisance to the board of health. Thereafter, the board of health shall allow all interested persons an opportunity to be heard regarding the nuisance. The board of health may consider any information which it deems relevant and shall make a final determination of the existence or nonexistence of a nuisance.
- (2) *Post hearing order.* If, after a hearing, the board of health determines that a nuisance exists, the board shall, by resolution, order the city manager to provide the owner or occupant with a letter stating that:
  - (a) A nuisance indeed exists; and
  - (b) The owner or occupant is ordered to abate and remove the nuisance in the time ~~allowed in the original notice~~ **required by this code.**

(Ord. No. 2882, § 1, 4-2-2019)

**Sec. 20-26. Compliance time frame.**

If the owner or occupant does not request a hearing with the board of health as provided for in this article, the owner or occupant shall abate and remove the nuisance(s) as prescribed in the notice within the following time frame:

- (1) Accumulation of junk or litter: ~~30~~ **thirty** days.
- (2) Trimming or removal of trees, branches, shrubs, hedges, etc.: ten days.
- (3) Weeds, grass, and other worthless vegetation: five days.

**(4) General nuisances: five days.**

If a hearing was requested with the board of health and the board found that a nuisance exists on the property, the time permitted to abate the nuisance shall be determined by the Board of Health except that such time granted shall not be greater than half the amount of time permitted above. The time permitted to abate the nuisance shall begin the day following the date the board of health makes its ruling.

(Ord. No. 2882, § 1, 4-2-2019)

**Sec. 20-27. - Failure to abate.**

If the owner or occupant does not request a hearing as provided for in this article and fails to abate the nuisance as set forth in the notice, or, if a hearing is requested and the owner or occupant fails to comply with the ~~city's order, given by the board of health,~~ board of health's order to abate and remove the nuisance, the city may:

- (1) Abate and remove the nuisance and bill the owner for any costs and expenses incurred by the city performing such work; or,
- (2) Proceed with a civil action against the property owner.

(Ord. No. 2882, § 1, 4-2-2019)

**Sec. 20-28. Suspended sentencing. Moved from Sec. 20-84**

Should the city proceed in a civil action against the property owner and upon a conviction for violation of this chapter, the presiding judge at their discretion may suspend the sentence for a period of time to be determined by the judge to allow the person convicted of such violation time to voluntarily abate the nuisance from the subject property. Upon compliance with the judge's orders the owner shall only be subject to payment of the court costs and not to the payment of a fine. Such voluntary abatement may consist of signing a consent form to allow the city to abate the nuisance and return the property to compliance. Said removal at the consent of the owner of shall be at the owner's expense and billed by the city in accordance with this chapter.

(Ord. No. 2882, § 1, 4-2-2019)

**Sec. 20-29. Sentencing. Moved from Sec. 20-83**

Any property owner or person in lawful possession of property who fails or refuses to remove the nuisance as prescribed by the city manager, designee, or judge, shall be guilty of a class V misdemeanor, shall pay any court costs, and a \$100.00 fine per offense. Each day the property is in violation of this Code shall be considered a separate offense.

(Ord. No. 2882, § 1, 4-2-2019)

**Sec. 20-28 30. - Recovery of costs.**

If the city abates and removes the nuisance the city manager or designee shall bill the property owner for all costs incurred by the city in abating said nuisance. If the bill remains unpaid for more than two months the city shall:

- (1) Levy and assess the costs and expenses of the work upon the lot or piece of ground so benefited as a special assessment; or,
- (2) Recover in a civil action the costs and expenses of the work upon the lot or piece of ground and the adjoining streets and alleys.

(Ord. No. 2882, § 1, 4-2-2019)

**Secs. 20-29 31—20-40. - Reserved.**

**Sec. 20-67. Trees.**

No person shall plant any tree within any public right-of-way in the city without first contacting and obtaining permission from the city manager or designee, by filing an application in a form designated by the city manager or designee in accordance with the following:

- (1) *Application.* The applicant shall provide a site plan stating the variety and detailing the proposed location of each tree to be planted within the city right-of-way. The city manager or designee shall investigate the locality named in the application and shall approve the location of the proposed trees if such placement will, in the opinion of the city manager or designee, allow the normal growth and development of each tree. Furthermore, approval will only be granted if the applicant has complied with all other applicable sections of this article.
- (2) *Varieties approved.* The city manager or designee shall maintain a list of tree varieties permitted to be planted in public rights-of-way in the city.
- (3) *Planting area.* No tree shall be planted in a public right-of-way in a location where sidewalks are constructed or contemplated unless there is a clear space of at least four feet between the back of the curb line and the sidewalk line nearest the street. All trees planted therein shall be centered between the back of the curb line and the sidewalk line nearest the street.
- (4) *Spacing.* All trees planted in any public right-of-way shall be a minimum of 25 feet apart. In the case of a corner lot, all trees planted in a public right-of-way shall also be a minimum of 25 feet from the intersecting property lines as if extended into the right-of-way. Furthermore, in areas of the city which are not platted in a uniform pattern, tree planting in the public rights-of-way shall be as designated by the city manager or designee in such a manner that traffic vision and public safety are not impaired by improper planting.
- (5) ~~*Vision clearance.* Branches on trees planted in the intersection vision triangle or in the curb strip shall not be permitted to hang lower than eight feet above the adjacent curb elevation or 13.5 feet above the roadway surface.~~ Moved to Sec. 20-74.

~~(6)~~ (5) *Topping*. It shall be unlawful as a normal practice for any person, firm or city department to top any street tree, park tree, or other tree on public property. Topping is defined as the severe cutting back of limbs to stubs larger than three inches in diameter within the tree's crown to such a degree so as to remove the normal canopy and disfigure the trees. Trees severely damaged by storms or other causes, or certain trees under utility wires or other obstructions where other pruning practices are impractical may be exempted from this article at the determination of the city manager or designee.

(Ord. No. 2882, § 1, 4-2-2019)

#### **Sec. 20-74. Sight Vision Requirements.**

Tree branches that intrude into the sight vision triangle or branches on trees planted in the curb strip shall not be permitted to hang lower than eight feet above the adjacent curb elevation.

#### **Sec. 20-74 75. Spraying.**

The City, through the authorization of the city manager or designee, may spray or otherwise treat any trees or other growth located in the public rights-of-way. The city shall have the authority to move any personal property which might be damaged by said spray. The city shall not be liable for any damage caused by said spray.

(Ord. No. 2882, § 1, 4-2-2019)

#### **Sec. 20-75 76. Removal.**

All trees, bushes, shrubs, vegetation, etc. located in the city rights of way are done so at the sufferance of the city. As such the city may, through the authorization of the city manager or designee, remove or order the removal by the appropriate property owner, any tree, bush, or shrub located in the public right-of-way which does not comply with city codes or regulations without notice. All trees, bushes, shrubs, or hedges removed from the public right-of-way shall be completely removed, including the roots and stumps, which shall be removed to a depth of at least six inches. In addition, the city may trim trees planted on the public rights-of-way. Furthermore, the city manager or designee shall have the authority to order the removal of a tree or part of a tree which is damaging the abutting sidewalk, curb, gutter, or road surface.

(Ord. No. 2882, § 1, 4-2-2019)

#### **Secs. 20-76 77—20-80. Reserved.**

#### **Sec. 20-81. Intent**

It is the purpose of this code to encourage, create, and maintain an attractive community and to promote and protect the public health, safety, and general welfare by providing for the regulation of junk and litter as defined by this code within the City and the two mile extraterritorial jurisdiction.

**Sec. 20-82. — Failure to Abate.**

~~Whenever a nuisance exists because of a violation of this Article with regard to junk or litter, and notice has been given in accordance with this Code, and the junk or litter is not removed within 30 days, the city shall proceed by a suit in equity in a court of competent jurisdiction to enjoin and abate the nuisance caused by the accumulation of junk or litter, in the manner provided by law.~~

~~(Ord. No. 2882, § 1, 4-2-2019)~~

This Section requires the City to take every instance of junk and litter abatement to court. It should remain optional as detailed in Sec. 20-27 instead of a requirement in case there are small instances of accumulation.

**Sec. 20-81 82. Declared Unlawful.**

It shall be unlawful for any property owner or person to allow the accumulation of junk and or litter on any property except those granted a conditional use permit for a junk yard. Such an accumulation is hereby declared to be a nuisance in need of regulation for the public welfare.

(Ord. No. 2882, § 1, 4-2-2019)

**Sec. 20-83. — Sentencing.**

~~Any property owner or person in lawful possession of property who fails or refuses to remove an accumulation of junk or litter as directed by the board of health shall be guilty of a class V misdemeanor, shall pay any court costs, and a \$100.00 fine per offense. Each day the property is in violation of this Code shall be considered a separate offense.~~

~~(Ord. No. 2882, § 1, 4-2-2019)~~

Moved to Section 20-29.

**Sec. 20-84. — Suspended sentencing.**

~~Upon a conviction for violation of this article, the presiding judge at their discretion may suspend the sentence for a period of time to be determined by the presiding judge to allow the person convicted of such violation time to voluntarily remove the junk from the property involved. The person upon removal in compliance with the judge's orders will then be subject to payment of court costs only and not to the payment of a fine. Such voluntary removal may consist of signing a voluntary consent to allow the city to haul away and destroy the junk or litter. Said removal at the consent of the owner of the junk or litter shall be at the owner's expense and shall be billed for the service by the city in accordance with this chapter.~~

~~(Ord. No. 2882, § 1, 4-2-2019)~~

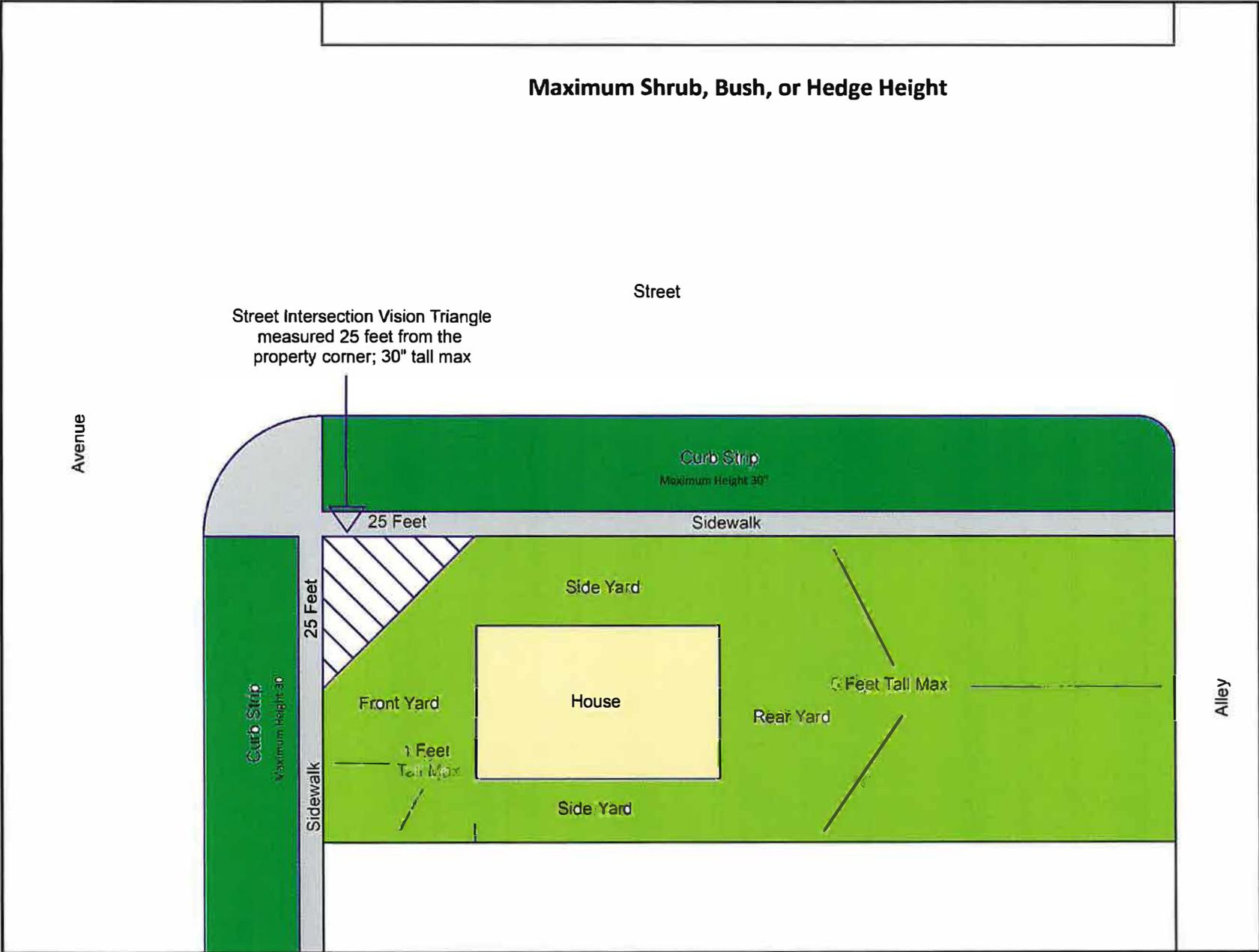
Moved to Section 20-28.

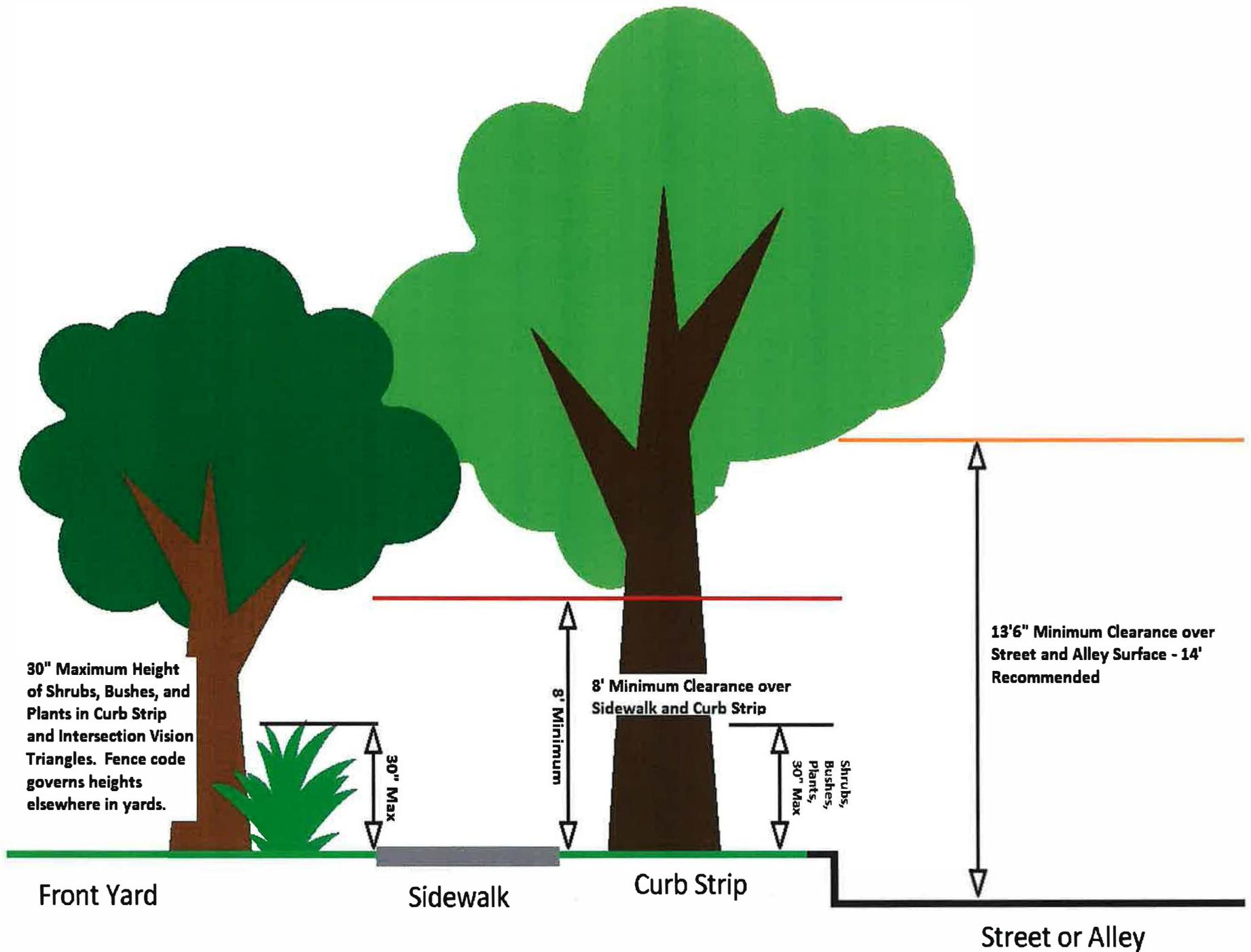
**Sec. 20-85 83. - Owner not found.**

If, after notice has been given in accordance with chapter 20, article II, the owner is not found, and the junk or litter is not removed within 30 days of the posted notice given, the city manager or designee is hereby authorized to have the junk or litter hauled away and the same be destroyed upon authorization by the city manager or designee. The city manager or designee shall proceed by placing an assessment on the property abated in the total amount of the costs incurred by the city.

(Ord. No. 2882, § 1, 4-2-2019)

**Maximum Shrub, Bush, or Hedge Height**





30" Maximum Height of Shrubs, Bushes, and Plants in Curb Strip and Intersection Vision Triangles. Fence code governs heights elsewhere in yards.

30" Max

8' Minimum

8' Minimum Clearance over Sidewalk and Curb Strip

30" Max

Shrubs, Bushes, plants, shrubs,

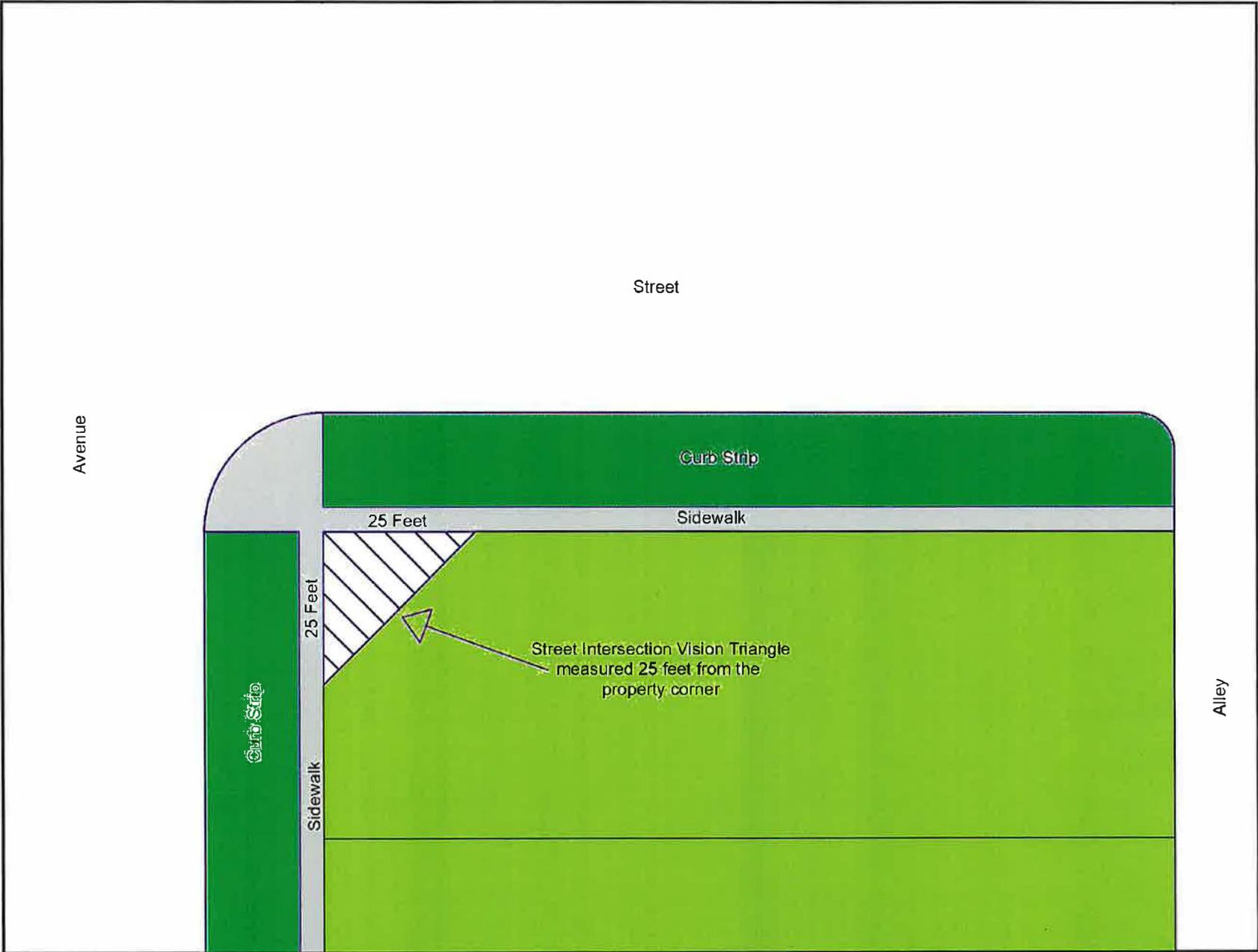
13'6" Minimum Clearance over Street and Alley Surface - 14' Recommended

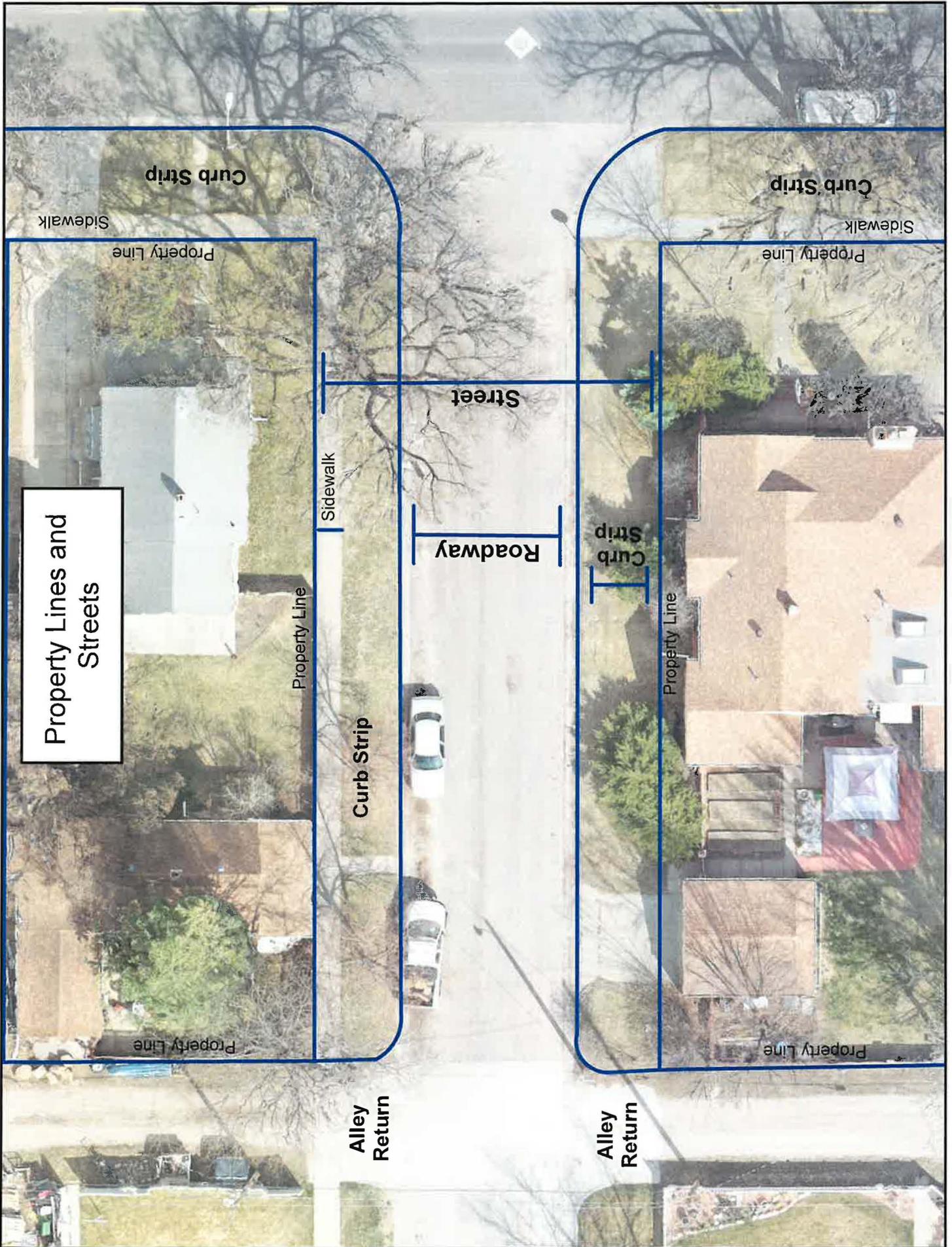
Front Yard

Sidewalk

Curb Strip

Street or Alley





Property Lines and Streets

Curb Strip

Sidewalk

Property Line

Property Line

Sidewalk

Curb Strip

Roadway

Street

Property Line

Curb Strip

Curb Strip

Sidewalk

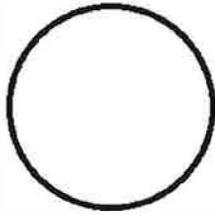
Property Line

Property Line

Alley Return

Alley Return

Property Line



The City of Alliance  
attempted to contact  
you on \_\_\_\_\_  
at \_\_\_\_\_ in  
regard to a Nuisance  
Code Violation(s) on this  
property.

Please contact the City  
of Alliance within 5 business  
days at

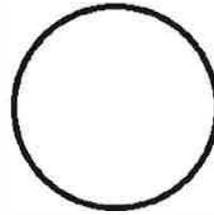
308-313-2080 or  
308-762-5400

to schedule  
a time to discuss the  
nuisance(s) and necessary  
abatement procedures.

Thank you.



See Back of hang tag for brief summary.



The City of Alliance  
attempted to contact  
you on \_\_\_\_\_  
at \_\_\_\_\_ in  
regard to a Nuisance  
Code Violation(s) on this  
property.

Please contact the City  
of Alliance within 5 business  
days at

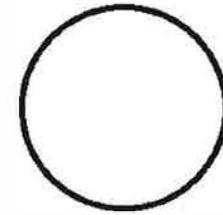
308-313-2080 or  
308-762-5400

to schedule  
a time to discuss the  
nuisance(s) and necessary  
abatement procedures.

Thank you.



See Back of hang tag for brief summary.



The City of Alliance  
attempted to contact  
you on \_\_\_\_\_  
at \_\_\_\_\_ in  
regard to a Nuisance  
Code Violation(s) on this  
property.

Please contact the City  
of Alliance within 5 business  
days at

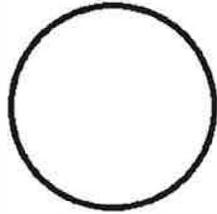
308-313-2080 or  
308-762-5400

to schedule  
a time to discuss the  
nuisance(s) and necessary  
abatement procedures.

Thank you.



See Back of hang tag for brief summary.



The City of Alliance enforces a nuisance abatement code that was written and adopted in accordance with Nebraska Revised Statutes, including but not limited to, §16-230, §16-663, and §16-207.

For more information about code enforcement, including violations, abatement times, and procedures, please see the City of Alliance Municipal Code Chapter 20 found at [www.cityofalliance.net](http://www.cityofalliance.net).

Summary:

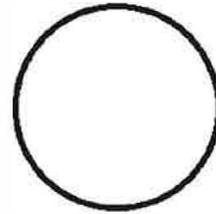
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Summary:

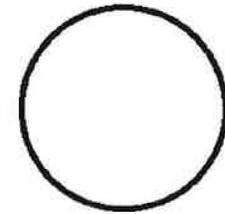
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For more information about code enforcement, including violations, abatement times, and procedures, please see the City of Alliance Municipal Code Chapter 20 found at [www.cityofalliance.net](http://www.cityofalliance.net).

Summary:

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# Narrative

## October 15, 2024



**ORDINANCE – AMENDMENTS TO CHAPTER 24 OF THE ALLIANCE MUNICIPAL CODE SECTIONS 24-2 AND 24-42 TITLED “PROHIBITED ACTIVITIES” AND “ILLEGAL OBSTRUCTION” RESPECTIVELY.**

The State of Nebraska enables communities to enforce its nuisance abatement code in rights of way; however, the City must adopt the ordinance doing so and provide the method for the abatement thereof. The City code declares certain things in the right of way to be illegal but it doesn't have any prescriptive methods to deal with them. The proposed code amendments declare that nuisances in the right of way including alleys, streets, and curb strips, are indeed nuisances in need of abatement and provides a reference to chapter 20 for the abatement of said nuisances.

The other amendment fixes a poorly worded code section that in effect makes grass illegal in the curb strip. The proposed code was reworded to remove the items covered under the nuisance abatement chapter and lists the other illegal activities so they are easier to understand. These proposed code amendments are accompanying the proposed amendments to Chapter 20 in regard to nuisances as the two are related.

**RECOMMENDATION: APPROVAL OF THE ORDINANCE PROVIDING FOR THE ABATEMENT OF NUISANCES IN THE CITY ALLEYS, STREETS, AND CURB STRIPS IN ACCORDANCE WITH CHAPTER 20 OF THE ALLIANCE MUNICIPAL CODE.**

**Ordinance No. 2985**

**AN ORDINANCE OF THE CITY OF ALLIANCE, NEBRASKA AMENDING ALLIANCE MUNICIPAL CODE SECTIONS 24-2, AND 24-42 DEFINING NUISANCES IN THE PUBLIC RIGHT OF WAY, PROVIDING THAT ABATING NUISANCES IN THE PUBLIC RIGHT OF WAY IS THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER, AND DEFINING ILLEGAL OBSTRUCTIONS OF THE CURB STRIP; REPEALING EXISTING PROVISIONS OF THE CITY CODE NOT CONSISTENT WITH THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

SECTION 1. Section 24-2 of the Alliance Municipal Code is amended to read as follows:

**Sec. 24-2. - Prohibited activities.**

(1) *Defacement.* It shall be unlawful for any person to willfully, maliciously, or carelessly injure, change, deface, or destroy any street, sidewalk, building, ditch, drain, curb, curb and gutter, or grade in any public right-of-way or easement.

(2) *Encroachment.* No person shall place, erect, construct or maintain any sign, sign post, telegraph or other posts or poles, racks, advertisements, or any other device, building, or structure, upon or across any city rights-of-way or easement, except as provided for in Code.

(3) *Auctions.* It shall be unlawful for any person to sell at public auction on any street, alley, highway or any public grounds, any domestic animal, any goods, wares, and merchandise.

(4) *Nuisances.* Alleys, streets, and all public rights of way shall be subject to the same requirements as found in chapter 20 of the alliance municipal code. Such nuisances shall be the responsibility of the adjacent property owner and may be abated in accordance with that chapter.

SECTION 2. Section 24-42 of the Alliance Municipal Code is amended to read as follows:

**Sec. 24-42. – Illegal Obstruction.**

The following shall be considered obstructions of the curb strip:

- (1) Items taller than 30 inches.
- (2) Vehicle, trailer, camper, boat, personal water craft, motorcycle, or other similar apparatus or attachment; or
- (3) Any items that are found by the city manager or designee that interfere with the safe use of the right of way or interfere with access to utilities.

SECTION 3. All ordinances, parts of ordinances, resolutions, and policies of the City of Alliance in conflict with this ordinance are hereby repealed.

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

PASSED and APPROVED on this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

Attest:

\_\_\_\_\_  
Shelbi Pitt, City Clerk

Approved as to Form and Legality:

\_\_\_\_\_  
City Attorney

## Code showing the proposed amendments

### Sec. 24-2. - Prohibited activities.

(1) *Defacement.* It shall be unlawful for any person to willfully, maliciously, or carelessly injure, change, deface, or destroy any street, sidewalk, building, ditch, drain, curb, curb and gutter, or grade in any public right-of-way or easement.

(2) *Encroachment.* No person shall place, erect, construct or maintain any sign, sign post, telegraph or other posts or poles, racks, advertisements, or any other device, building, or structure, upon or across any city rights-of-way or easement, except as provided for in Code.

(3) *Auctions.* It shall be unlawful for any person to sell at public auction on any street, alley, highway or any public grounds, any domestic animal, any goods, wares, and merchandise.

(4) *Nuisances.* Alleys, streets, and all public rights of way shall be subject to the same requirements as found in chapter 20 of the alliance municipal code. Such nuisances shall be the responsibility of the adjacent property owner and may be abated in accordance with that chapter.

(Ord. No. 2883, § 1, 5-7-2019)

### ~~Sec. 24-42. — Obstruction~~

~~No person shall (1) allow any grass, weeds, decorative flowers, bushes, trees, (2) place any items violating chapter 20, (3) park any vehicle, trailer, camper, boat, personal water craft, motorcycle, or other similar apparatus or attachment, or (4) allow items taller than 30 inches in the curb strip at any time. Any such items that are found by the city manager or designee to be located on the curb strip shall be removed by the city.~~

### Sec. 24-42. – Illegal Obstruction.

The following shall be considered obstructions of the curb strip:

- (1) Items taller than 30 inches.
- (2) Vehicle, trailer, camper, boat, personal water craft, motorcycle, or other similar apparatus or attachment; or
- (3) Any items that are found by the city manager or designee that interfere with the safe use of the right of way or interfere with access to utilities.

(Ord. No. 2883, § 1, 5-7-2019; Ord. No. 2927, § 5, 10-19-2021)

# Narrative

## October 15, 2024



### **ORDINANCE – AMENDMENT TO CHAPTER 111 OF THE ALLIANCE MUNICIPAL CODE SECTION 111-162 TITLED “ADDITIONAL REQUIREMENTS.”**

For the City Councils consideration is an addition to the Alliance Municipal Code adding the requirement for a permanent foundation for modular and premanufactured housing constructed **outside** mobile home parks. The City used to rely on mortgage lenders to require houses be constructed on permanent foundations that meet the minimum requirements of the City’s adopted building code. In the current mortgage market, some lenders are allowing modular and premanufactured houses to be set on ABS (plastic) pads placed on bare ground. The proposed code amendment does not affect mobile homes in mobile home parks which are intended to provide a location for “mobile” home placement.

Staff discussed the matter with the building official in Chadron shortly after the issue was presented to us. Chadron requires permanent foundations for premanufactured housing located outside mobile home parks on the grounds that mobile homes in mobile home parks are installed more so in accordance with the guidelines of the Nebraska Department of Environment and Energy and the Federal Government’s Department of Housing and Urban Development. Other mobile home requirements such as utility hookups and zoning are constructed using the City’s adopted construction codes.

Utilizing this interpretation, staff will enforce the requirement for a permanent perimeter foundation from here forward; however, staff recommends codifying it. This ensures that local building code requirements and expectations are clear to any premanufactured housing providers or city personnel in the future. Staff will also point out that the requirement for a permanent foundation already exists in the R-4, Atypical Residential Housing Zoning District portion of our code but it does not apply to the other residential zoning districts. This amendment applies to the other residential districts.

The City of Alliance Planning Commission met at its regular meeting on June 11, 2024 and voted to recommend the approval of the code amendment requiring a permanent foundation be constructed according to the adopted City building codes for premanufactured houses outside of mobile home parks after making the following findings of fact:

1. Lenders are no longer requiring permanent foundations for premanufactured houses.
2. The requirement would keep residential neighborhoods more attractive.
3. The requirement already exists in the R-4 residential zoning district.
4. The requirement would provide for a more permanent investment in housing in Alliance.

**RECOMMENDATION: APPROVAL OF THE ORDINANCE ADDING THE REQUIREMENT FOR A PERMANENT FOUNDATION FOR MODULAR AND PREMANUFACTURED HOUSING CONSTRUCTED OUTSIDE MOBILE HOME PARKS.**

**Ordinance No. 2986**

**AN ORDINANCE OF THE CITY OF ALLIANCE, NEBRASKA AMENDING ALLIANCE MUNICIPAL CODE SECTION 111-162 TO REQUIRE THAT MANUFACTURED HOMES BE PLACED UPON A BASEMENT OR PERMANENT PERIMETER FOUNDATION COMPLYING WITH THE CITY'S BUILDING CODE; REPEALING EXISTING PROVISIONS OF THE CITY CODE NOT CONSISTENT WITH THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

SECTION 1. Section 111-162 of the Alliance Municipal Code is amended to read as follows:

**Sec. 111-162. Additional requirements.**

The following guidelines shall be required for manufactured homes in addition to all other pertinent zoning and building codes.

- (1) The home shall have no less than an 18-foot exterior width;
- (2) The roof shall be pitched with a minimum vertical rise of two and one-half inches for each 12 inches of horizontal run;
- (3) The exterior material shall be of a color, material, and scale comparable with those existing in residential site-built, single-family construction;
- (4) The home shall have a non-reflective roof material.
- (5) The home shall have wheels, axles, transport lights, and towing apparatus removed.
- (6) The home shall be placed upon a basement or permanent perimeter foundation complying with the city's building code.

SECTION 2. All ordinances, parts of ordinances, resolutions, and policies of the City of Alliance in conflict with this ordinance are hereby repealed.

SECTION 3. This ordinance shall be in full force and effect from and after its approval, passage, and publication according to law.

PASSED and APPROVED on this \_\_\_\_ day of \_\_\_\_\_, 2024

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

Attest:

\_\_\_\_\_  
Shelbi Pitt, City Clerk

Approved as to Form and Legality:

\_\_\_\_\_  
City Attorney

## Code showing the proposed changes

### Sec. 111-162. Additional requirements.

The following guidelines shall be required for manufactured homes in addition to all other pertinent zoning and building codes.

- (1) The home shall have no less than an 18-foot exterior width;
- (2) The roof shall be pitched with a minimum vertical rise of two and one-half inches for each 12 inches of horizontal run;
- (3) The exterior material shall be of a color, material, and scale comparable with those existing in residential site-built, single-family construction;
- (4) The home shall have a non-reflective roof material.
- (5) The home shall have wheels, axles, transport lights, and towing apparatus removed.
- (6) The home shall be placed upon a basement or permanent perimeter foundation complying with the city's building code.

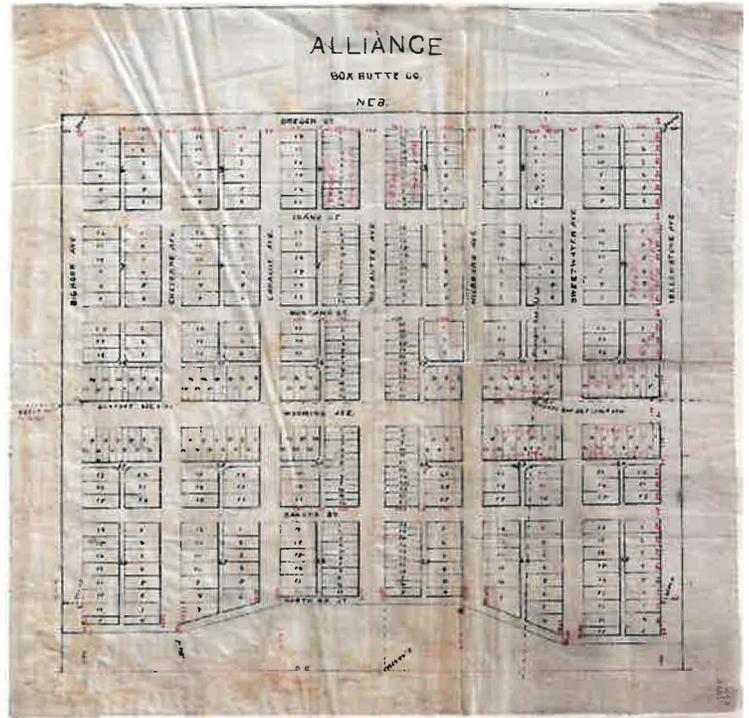
(Ord. No. 2880, § 5(Exh. A), 3-5-2019)

# Narrative

## October 15, 2024

**ORDINANCE – AMENDMENTS TO CHAPTER 107 OF THE ALLIANCE MUNICIPAL CODE, SECTIONS 107-81, 107-86, AND 107-102, TITLED “APPLICATION AND FILING,” “CITY COUNCIL APPROVAL,” AND “APPLICATION AND REVIEW” RESPECTIVELY.**

The proposed amendments to the municipal code would add the use of 24lb paper for the final plat of subdivisions that are filed at the Courthouse. Currently Mylar is the only media allowed by our code. Mylar is a transparent plastic sheet. Surveyors have commented to City staff that both paper and Mylar have their drawbacks. Inkjet and ink signatures printed on Mylar tend to fade over a period of 30-40 years. Mylar will retain ink provided it is printed using a laser jet printer or some type of thermal ink jet. Paper is more readily available, retains the original ink and signatures better, but the media is more easily torn.



Property subdivision plats in Alliance were printed on paper until the late 1970’s when Mylar became more widely accepted. Drawings on Mylar were easier to make copies of using the blue line copy machine technology at the time because of the sheets transparency. With large format copiers available it is no longer necessary to print plats on transparent sheets since we now have the ability to copy and scan large sheets of plain paper.

There aren’t any State requirements dictating what type of media final plats must be printed on and the Box Butte County Clerk is also unaware of any specific rule or regulation that would prohibit paper. The State Statutes in regard to subdivision regulations leave most of the guidelines and requirements to the City to draft.

The City of Alliance Planning Commission met at its regular meeting on June 11, 2024 and voted to recommend the approval of the code amendments allowing the use of paper and Mylar as a suitable material for subdivision final plats after making the following findings of fact:

1. Inkjet fades and smears on Mylar.
2. 24lb paper is a suitable media for platting as it retains the ink and remains durable.
3. There are paper plats at the courthouse drawn in 1888 that retain their original detail.
4. We can easily make copies of plats printed on both paper and Mylar using modern large format copier technology.

**RECOMMENDATION: APPROVAL OF THE ORDINANCE ALLOWING THE USE OF HIGH QUALITY PAPER AS WELL AS MYLAR AS SUITABLE MATERIALS FOR SUBDIVISION FINAL PLATS.**

**Ordinance No. 2987**

**AN ORDINANCE OF THE CITY OF ALLIANCE, NEBRASKA AMENDING ALLIANCE MUNICIPAL CODE SECTIONS 107-81, 107-86, AND 107-102 TO ALLOW THE USE OF 24LB PAPER FOR THE RECORDABLE FINAL PLAT OF SUBDIVISIONS; REPEALING EXISTING PROVISIONS OF THE CITY CODE NOT CONSISTENT WITH THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

SECTION 1. Section 107-81 of the Alliance Municipal Code is amended to read as follows:

**Sec. 107-81. Application and filing.**

After approval of the preliminary plat the subdivider shall prepare and submit to the city manager or designee a final plat for recording purposes, together with other supplementary information and certificates. Said final plat, application, and filing fee shall be submitted at least 15 working days prior to a regular meeting of the planning commission. There shall be a digital copy and well as eight copies of the final plat submitted; one on Mylar or on 24lb paper, and seven paper copies for review. The City Manager or designee may permit the submittal of fewer copies for review.

SECTION 2. Section 107-86 of the Alliance Municipal Code is amended to read as follows:

**Sec. 107-86. City council approval.**

After a public hearing by the planning commission, the city manager or designee shall submit the final plat to the city council for a public hearing. The council may specify changes or modifications therein which it deems necessary and may make its approval subject to such alterations. In case of the planning commission's disapproval, the subdivider may, on appeal, present the final plat to the council and seek approval. Upon approval by the council by ordinance duly passed, such approval shall be endorsed on the final copy under the hand of the mayor and city clerk.

SECTION 3. Section 107-102 of the Alliance Municipal Code is amended to read as follows:

**Sec. 107-102. Application and review.**

The subdivider shall submit an application, filing fees, and the final copy of the plat on either Mylar or on 24lb paper. Within five working days of receipt of all necessary material, the city manager or designee shall review the plat to ensure its conformance with city code and either approve or disapprove said plat. Upon its approval, the city manager or designee shall file the administrative replat at the Box Butte County Clerk's office.

SECTION 4. All ordinances, parts of ordinances, resolutions, and policies of the City of Alliance in conflict with this ordinance are hereby repealed.

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

PASSED and APPROVED on this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

Attest: \_\_\_\_\_  
Shelbi Pitt, City Clerk

Approved as to Form and Legality:

\_\_\_\_\_  
City Attorney

## Code showing the proposed changes

### **Sec. 107-81. Application and filing.**

After approval of the preliminary plat the subdivider shall prepare and submit to the city manager or designee a final plat for recording purposes, together with other supplementary information and certificates. Said final plat, application, and filing fee shall be submitted at least 15 working days prior to a regular meeting of the planning commission. There shall be a digital copy and well as eight copies of the final plat submitted; one on Mylar or on 24lb paper, and seven paper copies for review. The City Manager or designee may permit the submittal of fewer copies for review.

(Ord. No. 2880, § 5(Exh. A), 3-5-2019)

### **Sec. 107-86. City council approval.**

After a public hearing by the planning commission, the city manager or designee shall submit the final plat to the city council for a public hearing. The council may specify changes or modifications therein which it deems necessary and may make its approval subject to such alterations. In case of the planning commission's disapproval, the subdivider may, on appeal, present the final plat to the council and seek approval. Upon approval by the council by ordinance duly passed, such approval shall be endorsed on the final Mylar copy under the hand of the mayor and city clerk.

(Ord. No. 2880, § 5(Exh. A), 3-5-2019)

### **Sec. 107-102. Application and review.**

The subdivider shall submit an application, filing fees, and the final copy of the plat on either Mylar or 24lb paper. Within five working days of receipt of all necessary material, the city manager or designee shall review the plat to ensure its conformance with city code and either approve or disapprove said plat. Upon its approval, the city manager or designee shall file the administrative replat at the Box Butte County Clerk's office.

(Ord. No. 2880, § 5(Exh. A), 3-5-2019)

# Narrative

## October 15, 2024



### **RESOLUTION – POLICY CONCERNING EXPENDITURES OF PUBLIC FUNDS FOR CERTAIN PURPOSES**

Nebraska State Statute 13-2203, which outlines specific provisions for the expenditure of public funds, requires the governing body to adopt a policy concerning the expenditure of funds for certain purposes. This statute provides clear guidance on how public funds can be used for expenses related to official duties. This Resolution will formalize a policy to ensure the City operates within these legal guidelines.

Under this Statute, the governing body is empowered to authorize the use of public funds for certain expenses incurred by elected officials, employees, or volunteers when attending workshops, conferences, or training sessions that support the City's mission. This includes costs for registration, travel, meals, and lodging. Among other things, the statute outlines spending allowed for employee recognition dinners and awards, ensuring that we honor our staff and volunteers in a manner that is fair and fiscally responsible.

By adopting a uniform policy, we can ensure transparency and accountability when approving such expenditures, providing clarity for both the City and the individuals involved. The adoption of this policy is not just a legal formality, but also a reflection of our commitment to good governance and responsible financial stewardship.

### **RECOMMENDATION: APPROVE THE RESOLUTION ESTABLISHING A POLICY CONCERNING EXPENDITURES OF PUBLIC FUNDS FOR CERTAIN PURPOSES**

RESOLUTION NO. 24-105

*WHEREAS*, in 1993 the Nebraska Legislature adopted the Local Government Miscellaneous Expenditures Act, Neb. Rev. Stat. Sections 13-2201 to 13-2204, and such Act has been amended from time to time; and

*WHEREAS*, the Local Government Miscellaneous Expenditure Act provides for the formal adoption of the uniform policy concerning certain expenditures by the city government covered by the Act; and

*WHEREAS*, the Mayor and City Council of the City of Alliance desire to amend the previously adopted formal policy concerning the expenditures authorized by the Local Government Miscellaneous Expenditure Act.

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

SECTION 1. That the “Policy Concerning Expenditures of Public Funds for Certain Purposes”, marked as Exhibit “A”, attached hereto and incorporated herein by this reference, is hereby adopted in accordance with the Local Government Miscellaneous Expenditures Act, Neb. Rev. Stat. Sections 13-2201 to 13-2204.

SECTION 2. That Resolution Number 22-101 and all other resolutions or parts of resolutions in conflict herewith are hereby repealed.

PASSED AND ADOPTED this 15<sup>th</sup> day of October, 2024.

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

(SEAL)

Attest:

\_\_\_\_\_  
Shelbi C. Pitt, City Clerk

Approved as to Form and Legality:

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

Exhibit "A"

**POLICY CONCERNING EXPENDITURES OF PUBLIC FUNDS FOR  
CERTAIN PURPOSES**

1. Attendance at Conferences and Meetings.

The actual and necessary expenses incurred by elected and appointed officials and employees of the City of educational workshops, conferences, training programs, official functions, hearings, and meetings, whether incurred within or outside the City of Alliance, shall be paid or reimbursed to the respective official, or employee so long as such payment or reimbursement is in accordance with Neb. Rev. Stat. Section 13-2203 or other applicable law for elected and appointed officials and Neb. Rev. Stat. Section 13-2203 and also for employees, the City's Travel Reimbursement Policy. Authorized expenses include:

- a. Registration costs, tuition costs, fees, or charges;
- b. Mileage at the rate allowed by Neb. Rev. Stat. Section 81-1176 for travel by personal automobile, but if travel by rental vehicle or commercial or charter means is economical and practical, then authorized expenses shall include only the actual cost of the rental vehicle or commercial or charter means; and
- c. Meals and lodging at a rate not exceeding the applicable federal rate unless a fully itemized claim is submitted substantiating the costs actually incurred in excess of such rate and such additional expenses are expressly approved by the City Council.

Authorized expenditures shall not include expenditures for meals for the City Council members while such members are attending a public meeting of the City Council unless such meeting is a joint public meeting with one (1) or more other governing bodies.

The following rules shall be followed:

- d. All registration and reservation for lodging, air travel, rental vehicle, or other commercial or charter means by elected or appointed officials will be made through the City Clerk's office.
- e. When a claim for an elected or appointed official is presented for payment that includes the expenses of more than one (1) individual, then the names of those individuals who incurred the expenses must appear on the voucher or receipt.
- f. Employees must request to attend educational workshops, conferences, and training programs in order for expenses to be paid by the City in accordance with the City's Travel Reimbursement Policy. The request shall include the dates, location of the meeting, purpose, and expected expenditures.
  - a. The expenditure of funds for the payment or reimbursement of actual and necessary expenses incurred by elected and appointed officials, or employees at educational workshops, conferences, training programs, official functions, hearings, or meetings, whether incurred within or outside the City of Alliance that is not

Exhibit "A"

specifically covered by this policy may be authorized by a formal vote of the City Council so long as such expenditures comply with the requirements of state law.

2. Beverages at Meetings.

The expenditures of funds for nonalcoholic beverages provided to individuals attending public meetings of the City Council is authorized.

3. Emergency and Volunteer Services

a. The expenditures of funds for nonalcoholic beverages and meals is authorized for any individuals while performing or immediately after performing relief, assistance, or support activities in emergency situations, including, but not limited to tornado, severe storm, severe snowstorm, flood, fire, or accident.

b. The expenditures of funds for nonalcoholic beverages and meals is authorized for any volunteers during or immediately following their participation in any activity approved by the City Council, including, but not limited to, mowing parks, picking up litter, removing graffiti, or snow removal.

4. Recognition Dinner.

The expenditure of funds is authorized for one (1) recognition dinner each year held for elected and appointed officials, employees, and volunteers of the City. The maximum cost per person for such dinner shall be \$50.00. An annual recognition dinner may be held separately for employees of each department or separately for volunteers, or any of them in combination.

5. Plaques, Certifications of Achievement, or Items of Value Awarded.

The expenditure of funds for plaques, certificates of achievement, and items of value awarded to elected or appointed officials, employees, or volunteers, including persons serving on local government boards or commissions, is authorized subject to the following dollar limit on value (the cost of a "Certificate" as noted below shall not exceed \$10.00):

Volunteer Service on Boards and Commissions	Up to \$25
Employee Retirement Recognition after 10 years of service	Up to \$100
City Council Award Ceremony/Farewell Party	Up to \$150
Employee Years of Service Award (\$5 per year/max. \$200)	
5 years of employment	\$25 + Certificate
10 years of employment	\$50 + Certificate
15 years of employment	\$75 + Certificate
20 years of employment	\$100 + Certificate
25 years of employment	\$125 + Certificate
30 years of employment	\$150 + Certificate
35 years of employment	\$175 + Certificate
40 years of employment	\$200 + Certificate

The City will comply with all tax laws on awards.

6. Expenses of Spouses.

The expenditures of funds to pay any expenses incurred by a spouse of an elected or appointed official, employee, or volunteer is prohibited unless the spouse is also an elected or appointed

Exhibit "A"

official, employee, or volunteer of the City of Alliance.

# Narrative

## October 15, 2024



### RESOLUTION - EMPLOYER HEALTH INSURANCE RENEWAL



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

#### Administration

- Administration for the health insurance program will continue through Regional Care, Inc. (RCI).
- In regards to reinsurance, we secured an early-bird renewal with Symetra at a guaranteed 28.7% increase. This is higher than the current trend of 25%, which is an estimate of how the market would have priced our plan. Due to significant recent and upcoming large claims, the City chose the conservative route by accepting the offer to avoid the risk of a potentially substantial increase because of large claim activity. This decision also acknowledges a low likelihood of savings on the market.
- Fixed costs increased by 15% and claims liability for medical and dental is projected to increase 21%. As a reminder, the City plans to meet fixed-cost expenditures; however, claims liability will depend on usage that varies over time. The City budgets for expected costs but if those claims aren't realized, the City saves any unspent money. As of August, medical and prescription claims this year total approximately \$585,466 with seven individuals accounting for 66% of expenditures.
- Employee premiums for medical, dental, and vision coverage will remain the same again this year. They have not increased since 2019 (the seventh consecutive year) also when Brown and Brown were hired. Although the City is facing an overall increase, the Health Support Fund will cover these costs. Employees should anticipate a premium increase for the 2026 plan year as this fund is being spent down and may not be able to absorb all future costs.
- Accounting for both fixed cost and expected claims, the City will pay the following for employee medical, dental, vision, HSA, and life benefits per month.

	Fixed Costs	Expected Claims	Monthly Value	Yearly Value	Hourly Value
Single	\$503	\$805	\$1,308	\$15,699	\$7.55 per hr.
Family	\$1,155	\$1,817	\$2,972	\$35,660	\$17.14 per hr.

**RECOMMENDATION: APPROVE THE RESOLUTION FOR HEALTH INSURANCE RENEWAL WITH UNUM, REGIONAL CARE INC., AND SYMETRA AS UNDERWRITERS.**

RESOLUTION NO. 24-106

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

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

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

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

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

*WHEREAS*, The City of Alliance has received a proposal to renew its contract with VSP, Inc. to provide vision coverage enhancing the benefit to include prescription safety glasses with a \$20 co-pay; and

*WHEREAS*, The City of Alliance has received a proposal to renew its contract with AirMedCare for 2025 AirLink Membership; and

*NOW, THEREFORE, BE IT RESOLVED*, City Monthly premium payments per employee to Symetra as the reinsurance carrier effective January 1, 2025, shall be as follows:

Specific Single Premium	\$ 315.10
Specific Family Premium	\$ 897.83
Aggregate Premium	\$ 19.31

*NOW, THEREFORE, BE IT RESOLVED*, City Monthly premium payments per employee to Regional Care, Inc. as the TPA effective January 1, 2025, shall be as follows:

Transplant Coverage: Single	\$ 10.02	Family	\$ 24.88
Vision Coverage: Single	\$ 14.16	Family	\$ 27.10

The administrative service fees to Regional Care, Incorporated, shall be \$35.60 monthly per covered employee; and

*NOW, THEREFORE, BE IT RESOLVED*, City Monthly premium payments per employee to Unum as the provider term-life employee coverage effective January 1, 2025, shall be as follows:

Life:	Single \$ 8.80	Family	\$ 9.80
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*NOW, THEREFORE, BE IT RESOLVED*, administrative service fees paid to AirMedCare for 2025 AirLink Membership, shall be no more than \$75 per covered employee; and

*BE IT FURTHER RESOLVED*, the City of Alliance shall make monthly contributions to our Health Support Fund, effective January 1, 2025, for the payment of medical and dental claims up to the following amounts:

Per Single Employee \$ 805.28

Per Family Employee \$1,817.17

PASSED AND APPROVED this 15<sup>th</sup> day of October 2024.

(SEAL)

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

Attest:

\_\_\_\_\_  
Shelbi Pitt, City Clerk

Approved as to Form and Legality:

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

## Symetra Stop Loss

RENEWAL PREPARED FOR

# City of Alliance

January 1, 2025

IN PARTNERSHIP WITH: BROWN & BROWN INSURANCE SERVICES INC

# You have challenges; we have solutions

We know you have options when choosing a stop loss carrier.

We also know that finding the right partner is important. You need to work with professionals who understand the self-funded industry, who realize the importance of building the right stop loss policy at the right price, and who deliver on their promises year after year.

When you renew with us, you'll find a seamless continuation of all the benefits you've come to expect from your Symetra stop loss policy.

Things like:

- **Fast and fair claims practices.**
- **Most catastrophic claims reviewed and processed within 48 hours through our Preferred ASO Claim Advance program.**
- **Gapless option for renewal run-out contracts means claims paid outside the run-out period are still eligible for reimbursement.**
- **No new lasers or increase on existing lasers at renewal; laser at renewal available by request.**
- **Cost containment and alternative treatment plans to help control costs without sacrificing quality of care.**
- **24/7 online policy administration via Group Online (GO).**

## Put our expertise to work for you

Symetra has been in the stop loss business for over 45 years, in fact, we helped pioneer it.<sup>1</sup> Our experienced team continues to be available as needed to help you understand and protect your self-funded plan.

### 2022 performance highlights:<sup>2</sup>

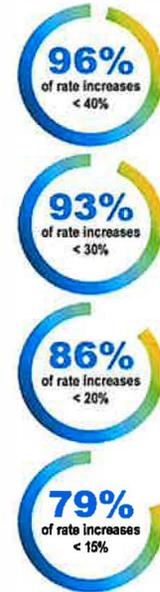


## Understanding stop loss rates

Pricing stop loss is a complex process and there are many factors that impact rates, especially at renewal. Here are some things we consider when determining the best possible price for your plan:

- **Plan design:** what services are covered; how much are employee copays, coinsurance, deductibles and/or premiums; are there wellness or other value-add programs included?
- **Group population:** how many people are covered; where do members live and/or receive care; what are the demographics of the group?
- **Managed care networks:** are provider and hospital networks helping to lower plan risk; what is the network usage rate?
- **Claims experience:** what is the claims experience history; how many claims, to date, are over the Specific deductible; how many are expected before the end of the plan year?
- **Medical trend:** how much are health care costs projected to increase?
- **Share of risk:** what is your deductible threshold and risk tolerance; how will rising medical trend impact your plan and the accompanying stop loss policy?

What does a typical Symetra renewal look like? During the last five years:



Based on Symetra renewal data from June 1, 2022, to May 31, 2023.

## Lowering premium renewal increases through deductible leveraging

Annual renewal is an opportunity to review how your plan performed over the past year, and to evaluate whether your current Specific deductible is still appropriate. This is especially true when rising medical costs are paired with higher than expected claims, as this combination typically means a rate adjustment is needed for the new plan year.

Leveraged trend or, as applied, deductible leveraging, can help mitigate higher renewal rates by sharing the impact of medical trend between the health plan and Symetra stop loss via a higher Specific deductible.

Here's how it works:

Option 1 – keeping the same deductible at renewal				Option 2 – raising the deductible at renewal			
	Plan year 1	Plan year 2	Increase		Plan year 1	Plan year 2	Increase
<b>Paid claim amount</b>	\$300,000	\$330,000	10%	<b>Paid claim amount</b>	\$300,000	\$330,000	10%
<b>Specific deductible</b>	\$150,000	\$150,000	0%	<b>Specific deductible</b>	\$150,000	\$165,000	10%
<b>Symetra reimbursement</b>	\$150,000	\$180,000	20%	<b>Symetra reimbursement</b>	\$150,000	\$165,000	10%

For illustrative purposes only.

With deductible leveraging, you're trading lower premiums for a higher Specific deductible due to medical trend increases. It can be an effective way to help control the impact of rising costs on your plan.

If you're interested in deductible leveraging for your renewal, talk with your Symetra stop loss professional.

Renewal prepared for: City of Alliance

Renewal Status: Final if accepted by 10/04/2024

**SPECIFIC STOP LOSS COVERAGE**

Plan Description	Current	Option 1	Option 2	Option 3
Coverages	Medical, Rx	Medical, Rx	Medical, Rx	Medical, Rx
Contract Type	48/12	48/12	48/12	48/12
Annual Specific Deductible per Individual	\$50,000	\$50,000	\$55,000	\$60,000
Aggregating Specific Additional Plan Liability	\$40,000	\$40,000	\$40,000	\$40,000
Transplant Exclusion	Yes	Yes	Yes	Yes
No New Laser Option	Included	Included	Included	Included
Maximum Lifetime Reimbursement	Unlimited	Unlimited	Unlimited	Unlimited
Maximum Policy Period Reimbursement	Unlimited	Unlimited	Unlimited	Unlimited
Reimbursement Percentage	100%	100%	100%	100%
Quoted Rate(s) Per Month	Enrollment			
Single	29	\$239.26	\$315.10	\$296.19
Family	36	\$728.61	\$897.83	\$843.95
Estimated Annual Premium		\$398,022	\$497,517	\$467,661
Quoted Rate(s) include Commission of		0.00%	0.00%	0.00%

## Renewal prepared for: City of Alliance

Renewal Status: Final if accepted by 10/04/2024

### AGGREGATE STOP LOSS COVERAGE

Plan Description		Current	Option 1	Option 2	Option 3
Coverages		Medical, Rx	Medical, Rx	Medical, Rx	Medical, Rx
Contract Type		48/12	48/12	48/12	48/12
Aggregate Corridor		125%	125%	125%	125%
Loss Limit per Individual		\$50,000	\$50,000	\$55,000	\$60,000
Maximum Annual Reimbursement		\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Reimbursement Percentage		100%	100%	100%	100%
Estimated Annual Aggregate Deductible		\$701,589	\$932,234	\$962,088	\$988,253
Minimum Aggregate Deductible		\$701,589	\$932,234	\$962,088	\$988,253
Monthly Aggregate Claim Factors	Enrollment				
Medical, Rx Card					
Single	29	\$478.35	\$634.74	\$655.07	\$672.88
Family	36	\$1,238.71	\$1,646.63	\$1,699.36	\$1,745.58
Quoted Rate(s) per Month	Enrollment				
Total Composite	65	\$18.20	\$19.31	\$20.04	\$20.69
Estimated Annual Premium		\$14,196	\$15,062	\$15,631	\$16,138
Quoted Rate(s) include Commission of		0.00%	0.00%	0.00%	0.00%

### OVERALL COST SUMMARY

Plan Description		Current	Option 1	Option 2	Option 3
Estimated Total Annual Fixed Cost		\$412,218	\$512,579	\$483,292	\$457,633
Specific Variable		\$40,000	\$40,000	\$40,000	\$40,000
Aggregate Variable		\$701,589	\$932,234	\$962,088	\$988,253
Estimated Maximum Annual Liability		\$1,153,807	\$1,484,813	\$1,485,380	\$1,485,886

### OTHER OPTIONS

Rate cap option: Renewal rates are capped at a maximum increase of 50% assuming no material changes to the group plan have taken place (i.e. plan changes, changes in specific deductible, commission level or administrator). If there are material changes, first the specific rates will be produced using the rate cap, then material changes will be accounted for in order to arrive at the renewal rate level. The cap applies to both the rates and aggregating specific deductible (if applicable).

Renewal Status: Final if accepted by 10/04/2024

## PROPOSAL QUALIFICATIONS AND CONTINGENCIES

- The terms of this proposal are based upon the policyholder having exercised commercially reasonable efforts to obtain and provide to Symetra all information set forth in this offer, together with all information identified in any prior proposal for coverage for the upcoming policy period. Except for the Plan Document or Plan Amendment, all requested information must be received no later than 15 days prior to the proposed effective date of coverage, otherwise we reserve the right to withdraw the proposed terms and return any premiums remitted.

Any secondary documents (e.g. ?stop loss agreements?, ?procurement documents?, ?service contracts?, etc.) must be disclosed to and approved by Symetra prior to the Employer?s acceptance of our proposal. Subsequent undisclosed agreements may not be approved.

By delivering this proposal for coverage, the producer represents and warrants to Symetra that it and each of the persons or entities acting with or on behalf of the producer in the sale or solicitation of such coverage maintains such insurance producer licenses and appointments as are required by each state in which the coverage has been or will be solicited, and in all states in which the policy(ies) will be issued. This proposal is authorized for delivery only if the foregoing representation and warranty is true and correct.

This is a firm offer, which may be bound with no additional underwriting requirements provided that:

1. It is accepted in writing by the expiration date as shown above;
2. The policyholder has exercised commercially reasonable efforts to obtain and provide to Symetra all information requested in this proposal and any prior proposal for coverage for the upcoming policy period;
3. The data and information submitted to Symetra is, to the best of the policyholder?s knowledge after due inquiry, materially accurate and materially complete as of the date of policyholder?s written acceptance of this firm offer. Any material inaccuracies or material omissions in the data or other information submitted may require changes in underwriting, including but not limited to changes in the terms, rates and/or factors; and
4. The policyholder and its authorized agent agree that following acceptance of this firm offer, the policyholder or its authorized agent promptly notify Symetra upon becoming aware of any covered individual who (i) receives prior authorization approval for hospital confinement exceeding 30 days or more and/or (ii) becomes a listed transplant candidate, in each case so that Symetra can initiate appropriate cost containment efforts. For the avoidance of doubt, the provision of such notice pursuant to this item 4. will not change terms of the accepted offer.

If updated information is received by Symetra prior to written acceptance or the expiration date has passed, we retain the right to alter the terms, rates and/or factors. We will not be bound by any typographical errors or omissions contained herein.

- Where available, if a policyholder purchases Stop Loss and offers a Symetra Critical Illness plan to its employees, the policyholder may be eligible for our Critical Illness Step-Down Endorsement which provides a one-time, \$5,000 reduction to the Stop Loss deductible for a stop loss claim submitted with an eligible critical illness diagnosis.
- In certain states, discounts to the specific stop loss premiums of up to 2% may be available if the group purchases, or has an inforce, insured Symetra Workforce Benefits product that may include Group Life, Disability, and/or Supplemental Health insurance. This discount will apply during the first Policy Period that is either commensurate with or immediately following the effective date in which the new Group Life, Disability, and/or Supplemental Health policy becomes effective, or if already inforce, the effective date of the Stop Loss Policy.
- Decision on large claimants will not be made until updated data is received and medical review completed.
- This proposal is based upon the following network(s): Midlands Choice Premier
- Only claims up to the individual case level deductible will accumulate toward the aggregate attachment point
- The producer must be properly licensed and appointed.
- The administrator must be approved by Symetra.
- This quote is subject to Symetra's stop loss policy provisions, limitations and exclusions.
- Plan must have utilization review and case management.
- Subject to no material changes to the health plan, there will be no new lasers at renewal.

Renewal prepared for: City of Alliance

Renewal Status: Final if accepted by 10/04/2024

Check the box next to the selected proposal option; for Specific only coverage, when both Specific and Aggregate coverages are listed, please also check the box to decline Aggregate coverage.

Option	Specific	Aggregate
<input checked="" type="checkbox"/> 1	\$50,000 / 48/12	\$50,000 / 48/12
<input type="checkbox"/> 2	\$55,000 / 48/12	\$55,000 / 48/12
<input type="checkbox"/> 3	\$60,000 / 48/12	\$60,000 / 48/12
<input type="checkbox"/>	Decline Aggregate coverage	

This is a firm offer, which may be bound with no additional underwriting requirements provided it is accepted in writing by the expiration date as shown above. The Premium, Aggregate Deductibles and all other terms are based on the data submitted. Any inaccurate or incomplete data submitted may require changes in underwriting. If updated information is received by Symetra prior to written acceptance or the expiration date has passed, we retain the right to alter the terms, rates and/or factors. We will not be bound by any typographical errors or omissions contained herein.

Please indicate your acceptance on this offer by having an authorized representative or agent of City of Alliance sign below:

Authorized Signature: <u><i>Seth A. Sorenson</i></u>	Date: <u>10/3/24</u>
Printed Name: <u>SETH A. SORENSON</u>	Printed Title: <u>City Manager</u>
Company or Firm Name: <u>City of Alliance, NE</u>	

## Plan Sponsor's Plan Document

**Submission and Symetra Acceptance Required.** As stated in Symetra's Proposal for Group Stop Loss Insurance, the Plan Sponsor's Plan Document must be submitted to Symetra no later than 90 days after the proposed effective date of Stop Loss Insurance coverage. The Stop Loss Insurance policy ("Policy") requires that only eligible charges payable under the terms of the Plan Document as approved by Symetra will be covered expenses eligible for reimbursement under the Policy.

The policy will be issued after the Plan Document is received and approved by Symetra or a signed Confirmation of Medical Benefit Plan is submitted to Symetra by the prospective policyholder.

**Symetra may withhold reimbursement of covered expenses prior to the receipt and acceptance of the final signed Plan Sponsor's Plan Document or amendment.**

In reviewing the Plan Document for acceptance, Symetra will consider whether the Plan Document:

1. Adequately addresses key plan components, including but not limited to eligibility rules, benefits promised, plan administration, discretionary language for court review of benefit claims, subrogation and coordination of benefits provisions.
2. Addresses the Plan's obligations under federal law, including
  - a. **ERISA (Employee Retirement Income Security Act) required provisions,**
  - b. **ACA (Affordable Care Act) required provisions;** or
  - c. **a statement of grandfathered status, if applicable.**

Symetra will have no liability for reimbursing Plan Sponsor obligations that are not clearly stated in the Plan Document whether or not the Plan remains obligated in the absence of express inclusion. It is recommended that the Plan Document include express reference to other federal mandates and laws to which Plan is subject or a "conformity with law" provision.

3. Contains typical exclusions or limitations, including but not limited to:
  - a. Experimental/investigations treatment (except as required by ACA), and
  - b. non-medically necessary treatment

The absence of or inadequate treatment of these subjects in the Plan Document may result in a superseding provision in the Stop Loss policy.

## Your partner for stop loss success

Symetra is a financially strong, well-capitalized company on the rise, as symbolized by our brand icon—the swift. Swifts are quick, hardworking and nimble—everything we aspire to be when serving our customers.

We've been in business for more than half a century with a commitment to creating employee benefits products that people need and understand. We appreciate your business and look forward to the opportunity to continue serving you with professional, informative and responsive service.



### Our guiding principles of Value, Transparency and Sustainability (VTS) are at the core of all we do.

- **Value:** Products and solutions people need at a competitive price—backed by outstanding customer service.
- **Transparency:** Clear communication so people understand what they are buying.
- **Sustainability:** Products that stand the test of time and fiscal responsibility to ensure we are there for our customers.

Financial Strength Ratings: A.M. Best: A “Excellent” (3rd highest of 16); Moody’s A1 “Good” (5<sup>th</sup> highest of 21); Standard & Poor’s: A “Strong” (6th highest of 21). Ratings are subject to change. Please refer to [www.symetra.com/ratings](http://www.symetra.com/ratings) for current information. Ratings as of April 1, 2023.

Symetra Life Insurance Company (est. 1957) is a direct subsidiary of Symetra Financial Corporation. First Symetra National Life Insurance Company of New York (est. 1990) is a direct subsidiary of Symetra Life Insurance Company and is an indirect subsidiary of Symetra Financial Corporation (collectively, “Symetra”). Neither Symetra Financial Corporation nor Symetra Life Insurance Company solicits business in the state of New York and they are not authorized to do so. Each company is responsible for its own financial obligations.

Stop loss policies are insured by Symetra Life Insurance Company, 777 108th Avenue NE, Suite 1200, Bellevue, WA 98004. Base policy is ELC-24000 7/19. In New York, stop loss policies are insured by First Symetra National Life Insurance Company of New York, New York, NY. Mailing address: P.O. Box 34690, Seattle, WA 98124. Policy form number is ELC-24000/NY 7/19. Coverage may be subject to exclusions, limitations, reductions and termination of benefit provisions. Products are not available in any U.S. territory.

<sup>1</sup> 45 years for Symetra Life Insurance Company; 18 years for First Symetra National Life Insurance Company of New York as of 2021.

<sup>2</sup> Performance highlights based on financial and quarterly audits for 2022.



# Narrative

## October 15, 2024



### RESOLUTION - EMPLOYEE HEALTH INSURANCE RENEWAL



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

- Employee Premiums and Coverage** – Employee premiums for medical, dental, and vision coverage will remain the same. Premiums have not increased since 2019 (the seventh consecutive year) also when Brown and Brown were hired. Although the City is facing an overall increase, the Health Support Fund will cover these costs. Employees should anticipate a premium increase for the 2026 plan year as this fund is being spent down and may not be able to absorb all future costs.
- Deductible and Co-insurance:** IRS Guidelines for a medical plan with an embedded deductible require the individual deductible to increase \$100 to \$3,300. The family deductible also increases \$100 to \$5,700 (from \$5,600 set in 2020). The maximum out-of-pocket amount per calendar year for both single and family plan participants was reduced in 2023 and remains unchanged (chart below). To help offset some employee expenses, the City is increasing co-insurance from 80/20 to 90/10. Coinsurance is the percentage of costs an employee pays toward a covered expense or service after the deductible is met. By increasing this cost share, the City assumes an additional 10% of employee expense. Coverage for out-of-network co-insurance will decrease from 70/30 to 60/40. The City and employees receive the best pricing for in-network services.

#### Current

Employee		Family	
In	Out	In	Out
\$3,200	\$3,600	\$5,600	\$6,720
80/20	70/30	80/20	70/30
\$4,000	\$8,000	\$8,000	\$16,000

#### New

Employee		Family	
In	Out	In	Out
\$3,300	\$3,600	\$5,700	\$6,720
90/10	60/40	90/10	60/40
\$4,000	\$8,000	\$8,000	\$16,000

- The following is an example of how co-insurance typically works on our plan to help understand how it impacts employees. Our **single plan** has a 90/10 coinsurance provision, a \$3,300 out-of-pocket deductible, and a \$4,000 out-of-pocket maximum. Unfortunately, an employee requires a procedure early in the year that costs \$9,500. Because the surgery is in-network and they have not met their deductible, they must pay the first \$3,300 of the bill. They are then responsible for 10% of the remaining balance (\$620) up to a maximum of \$700, meeting the max-of-pocket expense of \$4,000. The City covers the remaining balance (\$5,580). The employee is responsible for an additional \$80 during the plan year then all other medical and prescription expenses are covered at 100%. This scenario holds for the **family plan** because of the embedded deductible.
- For example, in a **family** of five, one member has an event that costs \$30,500. They must pay the first \$3,300 of the bill. They are responsible for 10% of the remaining balance, or \$700 in this case, meeting the maximum out-of-pocket expense of \$4000. The City covers the remaining balance (\$26,500). This individual is now covered at 100% for any other charges during that plan year.

# Narrative

## October 15, 2024



Without the embedded deductible, the employee pays the family deductible of \$5,700, then 10% (co-insurance) of remaining expenses (\$2,300) until they reach the maximum out-of-pocket of \$8,000. They've now paid the family max out-of-pocket of \$8,000 without the embedded deductible, expenses for the whole family are now covered at 100%. The embedded deductible allows a single family member access to medical benefits sooner and saves families money if one family member incurs large medical expenses. The rest of the family works together to reach the remaining family deductible of \$1,700 (\$5,700 - \$4,000) and then be responsible for 10% (co-insurance) of costs until they reach the family max-out-of-pocket of \$2,300 (\$8,000 – \$5,700). This is a worst-case scenario and, as of today, no employee on the family plan has experienced this level of claims.

- The **in lieu** benefit (waive medical coverage) remains at \$350 per month (\$4,000).
- **Health Savings Account** – The City contributes \$1,200 annually to the Health Savings Account for single enrollees and \$1,680 for families. This contribution is intended to assist with covering employee deductibles for medical or prescription costs and can also be utilized for dental and vision expenses.
- **Dental** –The City enhanced dental coverage by capping the family dental deductible at \$150 (currently \$50 per plan participant); and increasing coverage for Basic Dental services from 80% to 90%, and Major and Ortho Services from 50 to 60%. Employee dental insurance dollars remain at \$2,000, including orthodontia. This benefit is available to full-time and designated part-time employees.
- **Vision** – The City also enhanced vision benefits offered through VSP, Inc. to include coverage for Prescription Safety Glasses with a \$20 co-pay. The allowance for contact lenses and frames remains at \$200. This benefit is available to full-time and designated part-time employees.

- **Additional Benefits**

At no cost to employees, the City provides **Airlink** to all *eligible* medical plan participants. Full and designated part-time employees can enroll in **Colonial Life** for supplemental benefits including accident, cancer, critical illness, and short-term disability plans. They also have options for a flexible spending account (**FSA**) and dependent care FSA for childcare or elder care expenses. Additionally, the City provides \$55,000 in employee life and accidental death insurance through UNUM, but also allows employees the opportunity to purchase extra, portable **voluntary life coverage** for themselves, their spouses, and their children.

<b>Employee Monthly Premium</b>	<b>Single</b>	<b>Family</b>
Medical	\$60	\$170
Dental	\$15	\$ 40
Vision	\$ 5	\$ 20
	\$80	\$230
Medical In-Network Deductible	\$3,300	\$5,700
In-Network Out-of-Pocket Max.	\$4,000	\$8,000
City's Annual HSA Contribution	\$1,200	\$1,680

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

RESOLUTION NO. 24-107

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

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

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

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

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

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

*NOW THEREFORE BE IT RESOLVED*, by the Mayor and Council that the following monthly employee contribution levels for coverage are hereby established effective January 1, 2025.

	Employee		Family	
Medical Premium	\$60		\$170	
	In	Out	In	Out
Annual Medical Deductible	\$3,300	\$3,600	\$5,700	\$6,720
Co-Insurance	90/10	60/40	90/10	60/40
Annual Max. Cost to Employee	\$4,000	\$8,000	\$8,000	\$16,000
Dental Premium	\$15		\$40	
Vision Premium	\$5		\$20	

PASSED AND APPROVED this 15<sup>th</sup> day of October 2024.

(SEAL)

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

Attest: \_\_\_\_\_

\_\_\_\_\_  
Shelbi Pitt, City Clerk

Approved as to Form and Legality:

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

# Narrative

## October 15, 2024



### **RESOLUTION – PERSONNEL HANDBOOK UPDATED**

Effective January 1, 2025, update the following personnel policies as follows.

#### **14.2 – Floating Holidays**

Allocate all Floating Holidays during the first Pay Period of the year instead of throughout the year. They are currently awarded the first pay period of January, May, and September. Providing these days at the start of the year is advantageous for both new and existing employees, as it gives them immediate access to paid time off. Probationary employees without vacation leave and existing employees who have exhausted their other leave types can utilize these days for personal commitments or emergencies. This helps to reduce financial stress and serves as an attractive recruitment tool. At the same time, this is a use-it-or-lose-it benefit, and some employees struggle to use their Floating Holidays before the end of the year; therefore, losing them. Awarding all days at the beginning of the year gives employees more calendar days to utilize the leave (whereas awarding a day in September requires they use a day between September and December).

#### **9.2 – Compensation Upon Separation**

Clarify that floating holidays are not paid upon separation.

#### **12.10 – Compensatory Time**

We propose increasing the maximum number of compensatory hours that employees can accumulate from 60 to 75. This adjustment will benefit both the employees, as they can choose to take paid time off at a later date, and the organization, as it can help manage labor costs more effectively by reducing the need for overtime pay while also ensuring employees are available during peak needs. In our organization, employees have the option to either receive paid time-and-a-half for hours worked beyond 40 or store those hours as leave earned at time-and-a-half. For instance, if an employee works 42 hours in a 7-day period, they can choose to either receive overtime pay for 2 hours or store 3 hours as compensatory time (2 x 1.5). This increased flexibility, similar to Floating Holidays, will assist employees in managing personal commitments and alleviating financial stress.

#### **13.9 – Wellness Incentive Benefit**

The purpose of this benefit is to motivate employees on the medical plan to attend an annual check-up, stay informed, and monitor potential medical issues. Administration recommends Council authorize an incentive increase from \$100 to \$250 as a taxable payment for employees. The potential benefit is better managed medical conditions and a reduction in medical claims. The Wellness Incentive Benefit in section 13.9 of the Personnel Handbook outlines the steps employees take to receive the funds. The change in language makes it easier to verify the office visit before payment is made.

# Narrative

## October 15, 2024



### **13.10 – ARC Membership**

Create a partnership with the Alliance Recreation Center by subsidizing a portion of employee gym membership costs. The ARC, a local non-profit recreation center, offers affordable membership rates, including access to a fitness center, fitness classes, 24-hour access, and child-watch services.

Additionally, employees can enjoy discounts on ARC activities such as the After-School Program, and youth and adult recreation leagues. This arrangement ensures maximum value for employees, reduces administrative burden, and supports a local community recreation center. The details of the benefit are in the policy language where employees complete enrollment with the ARC, which then bills the City based on enrollment.

**RECOMMENDATION: APPROVE RESOLUTION AUTHORIZING CHANGED TO THE CITY OF ALLIANCE PERSONNEL HANDBOOK.**

RESOLUTION NO. 24-108

*WHEREAS*, The City of Alliance is revising certain Personnel Policies; and

*WHEREAS*, The proposed policy revisions have been reviewed by management and legal staff; and

*WHEREAS*, The following Policies are proposed to be revised and made part of the Personnel Policies of the City of Alliance:

- 14.2 Floating Holidays
- 9.2 Compensation Upon Separation
- 12.10 Compensatory Time
- 13.9 Wellness Incentive Benefit
- 13.10 ARC Membership

*WHEREAS*, City Council has reviewed the proposed Policies and finds them appropriate for the needs of the Employees of the City of Alliance.

*NOW, THEREFORE, BE IT RESOLVED*, by the Mayor and City Council of Alliance, Nebraska, that the City of Alliance Personnel Policies set forth herein, are hereby approved, and adopted effective January 1, 2025, as the Policy of the City of Alliance.

PASSED AND APPROVED this 15<sup>th</sup> day of October, 2024.

(SEAL)

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

Attest:

\_\_\_\_\_  
Shelbi C. Pitt, City Clerk

Approved as to Form and Legality:

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

## 14.2 - Floating Holidays

Unless a contract states otherwise, each regular employee shall earn three (3) floating holidays during each calendar year. Floating holidays will be credited on the first pay date in January, May, and September on the first pay date of the year, with two days awarded for employees hired after January and before May and one day awarded for those hired after May and before September. Employees hired after September will receive all three days the following January. Floating holidays must be used as one full day and shall be used in the same calendar year as acquired. Regular part-time employees will receive floating holidays on a pro-rated basis. Hours awarded for Floating Holidays are equal to one regular shift of work. Employees who transfer positions during the year (e.g. from part-time to full-time) will have their unused hours adjusted to reflect changes to their regular.

## 9.2 - Compensation Upon Separation

When an employee's employment with the City ends, the employee will receive the following compensation:

- (a) Regular wages for all hours worked up to the time of separation which has not already been paid.
- (b) Any overtime or holiday pay due.
- (c) A lump sum payment of any earned but unused vacation leave and compensatory time.

Floating Holidays and Sick leave are not paid upon separation. Any employee who voluntarily terminates employment with the City Separated employees will receive a final check on the following next scheduled payday.

## 12.10 - Compensatory Time

When flex time is not available, non-exempt employees who are eligible for overtime pay may request the accumulation of compensatory time, prior to performance of the work, instead of cash payment for periods greater than one hour. This is approved on a case-by-case basis by the employee's Department Head. *Periods less than one hour will be paid in cash.* Compensatory time off shall be earned at the same rate as overtime pay, as described in this section. Employees may accrue a maximum of ~~sixty (60)~~ **seventy-five (75)** hours of compensatory time (~~40~~ **50** hours worked). After maximum accrual, overtime compensation shall be paid, or time **will can** be flexed. When available, employees should use compensatory time *prior* to utilizing vacation or floating holiday leave banks for qualified absences.

## 13.9 Wellness Incentive Benefit

The City of Alliance is dedicated to employee health and wellness, recognizing that employee wellness helps reduce sick days, other sickness-related expenses, and improves overall employee well-being. In an effort to promote employee wellness, employees covered by the City's medical plan who attend an annual health care checkup will be eligible for a taxable payment **once per calendar year**. **This is as** incentive to receive a medical examination ~~in an effort~~ to promote health and prevent disease.

Employees will submit a wellness incentive form **signed by their medical provider verifying completion of a Routine Well Care exam** with appointment information to the Human Resource Office within 30 days of their annual health care checkup. Employees will not be required to disclose information otherwise protected by the Health Insurance Portability and Accountability Act. The wellness incentive will be processed via Payroll within 30 days of receipt of the wellness incentive form. The payment is intended to be used on employee wellness products such as health or fitness club memberships, athletic shoes, fitness trackers or other wellness-related expense. The amount is subject to change and is not guaranteed.

## 13.10 - ARC Membership

This benefit aims to encourage a healthy lifestyle, reduce stress, and enhance overall well-being by partnering with a recreation center. All full-time and designated part-time employees are eligible for City-provided membership to the Alliance Recreation Center (ARC). The City will cover two-thirds of the cost of a single membership as a taxable benefit paid in whole-month increments. Eligible employees interested in membership must complete enrollment at the ARC. Employees will set up their portion of costs paid directly to the ARC where they can also enroll in additional tiers of membership (e.g. family). The HR Department is responsible for coordinating with the ARC enrollment and City payment.

Employees must adhere to the gym's rules and regulations. Any misconduct or abuse of the membership may result in termination of the benefit at the discretion of the ARC. Gym membership benefits will end at the end of the month of the employee's last working day. Because the employee pays their portion of costs directly to the ARC, employees may voluntarily withdraw from membership following the ARC's termination of membership procedure. To ensure the benefit continues, employees are encouraged to use the gym regularly.

# Narrative

## October 15, 2024



### **RESOLUTION - CONSULTANT AGREEMENT FOR AIRPORT ELECTRICAL PROJECT**

The Alliance Municipal Airport has included in its capital improvement program through the Federal Aviation Administration (FAA) engineering fees for an electrical project to replace runway lighting on the airfield. The airport has experienced numerous power problems and lighting malfunctions over the past several years with the runway lights. This project is a crucial step towards ensuring safety, reliability, and efficiency of aircraft operations.

The proposed project will replace the current lights for Runway 12/30 with High Intensity Runway Lights (HIRL) along with replacing the Medium Intensity Runway Lights (MIRL) on Runway 8/26. In addition, Runway guidance signs, wind cones, and the airfield generator will be replaced. New Precision Approach Path Indicator (PAPIs) and Runway End Indicator Lights (REIL) will be two pilot landing aids installed for Runway 8/26. The last part of the project will be removing the old shoulders of Runway 8/26 that remained after it was narrowed.

The consultant agreement includes services for design, bid, construction oversight, testing, and close out. The engineering portion of this project is \$543,478 with the FAA participating at the current funding levels of 90% and the City of Alliance providing the 10% match. The current budget includes a portion of the engineering fees as the project is not expected to be completed this fiscal year.

This is the second step in proceeding with the project with application for grant and agency agreement to follow at a later date. The City Council approved Airport Engineer Selection on December 15, 2020 and this is the consultant agreement for this specific project.

**RECOMMENDATION: APPROVE THE RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN THE CONSULTANT AGREEMENT WITH M.C. SCHAFF & ASSOCIATES.**

RESOLUTION NO. 24-109

*WHEREAS*, The City of Alliance owns and operates the Alliance Municipal Airport; and

*WHEREAS*, The Airport included runway light replacement as a capital improvement project through Federal Aviation Administration (FAA) program; and

*WHEREAS*, The proposed project will replace the current lights for Runway 12/30 with High Intensity Runway Lights and Runway 8/26 with Medium Intensity Runway Lights; and

*WHEREAS*, The City of Alliance Municipal Airport has experienced power problems and light malfunctions deeming this a crucial project; and

*WHEREAS*, The City desires to enter a Consultant Agreement with M.C. Schaff & Associates of Scottsbluff, Nebraska for the design, bid, construction oversight, testing and close out of the project; and

*WHEREAS*, City Staff recommends entering the agreement with M.C. Schaff & Associates in order to proceed with the project; and

*WHEREAS*, The Mayor and City Council agree with the recommendations of staff.

*NOW, THEREFORE, BE IT RESOLVED* by the Mayor and Council of the City of Alliance, Nebraska, enter the Consultant Agreement with M.C. Schaff & Associates of Scottsbluff, Nebraska for the Airport Electrical Project of the replacement of Runway 12/30 and 8/26 Lighting.

*BE IT FURTHER RESOLVED* that the Mayor is authorized to sign the Consultant Agreement with M.C. Schaff & Associates.

PASSED AND APPROVED this 15<sup>th</sup> day of October, 2024.

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

(SEAL)

Attest:

\_\_\_\_\_  
Shelbi C. Pitt, City Clerk

Approved as to Form and Legality:

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

# CONSULTANT AGREEMENT

## FOR FAA PROJECTS

Airport Improvement Program (AIP) Project No. 3-31-0003-028-2025

Alliance Municipal Airport

THIS CONTRACT is made and entered into by and between the consulting firm of ***M.C. Schaff & Associates of Scottsbluff, Nebraska***, hereinafter called the "Consultant" and the ***City of Alliance, Nebraska***, hereinafter called the "Sponsor".

For and in consideration of the mutual agreements hereinafter contained, the parties hereto agree as follows:

Provide design, bidding, construction oversight, and closeout services for the RW 8/26 & RW 12/30 electrical improvement project. Approximate project limits are outlined in ***Exhibit E*** attached to this agreement.

### SECTION 1: GENERAL

The Sponsor agrees to employ the Consultant to provide the services described in Sections 2 through 6 for the following project.

Removal and replacement of existing edge lighting and NAVAIDS on Runway 12/30 and Runway 8/26. Approximate improvements are as follows:

- Removal of existing RW 12/30 edge lights, junction cans, and wire.
- Removal of existing RW 8/26 edge lights, junction cans, and wire.
- Removal of existing RW 8/26 shoulder pavement (37.5-ft +/- each side of RW).
- Removal of existing primary and supplemental wind cones on RW 12/30 & RW 8/26.
- Removal of existing runway guidance signage on RW 12/30 & RW 8/26.
- Removal of existing runway regulators for RW 12/30 & RW 8/26.
- Removal of existing backup generator for Airport regulator vault.
- Installation of new Medium Intensity Runway Lighting (MIRL) on RW 8/26.
- Installation of new High Intensity Runway Lighting (HIRL) on RW 12/30.
- Installation of new Precision Approach Path Indicator (PAPI) for RW 8 & RW 26
- Installation of new Runway End Identifier Lights (REILS) for RW 8 & RW 26
- Installation of new primary and supplemental wind cones on RW 12/30 & RW 8/26.
- Installation of new runway regulators for RW 12/30 & RW 8/26.
- Installation of new backup generator for Airport regulator vault.
- Installation of new conduit, power cable, grounding equipment, and junction cans.
- Grade RW 8/26 and RW 12/30 RSA in accordance with FAA AC design requirements
- Seeding, and mulching of all disturbed areas.

David Schaff (P.E.) will represent the Consultant as Project Manager in the performance of this agreement. No one else will be assigned to act in this capacity without the Sponsor's prior written approval. The Project Manager shall be responsible for directing and coordinating all the activities necessary to complete this project.

The Consultant will provide all equipment and personnel necessary to do the tasks listed herein, except as otherwise provided. The Consultant shall be responsible for the quality, accuracy and coordination of the design, drawings, reports, surveys and other items furnished as part of this agreement.

## SECTION 2: PRELIMINARY PHASE

“THIS PHASE NOT USED”

## SECTION 3: DESIGN PHASE

Under this phase, the Consultant agrees to prepare the necessary construction plans and contract documents that will include special and general conditions, construction specifications, contract forms, labor provisions, notice to bidders and proposal forms for the airport improvements listed in Section 1.

The Consultant will affix the seal of a registered Professional Engineer licensed to practice in the State of Nebraska to the construction plans and specification/contract bound volume. The Consultant agrees to provide the following services:

- a. Confer with the Sponsor, the Nebraska Department of Transportation (NDOT) Aeronautics Division and the Federal Aviation Administration (FAA) in accordance with FAA AIP Sponsor Guide No. 910-Predesign Conference. The Consultant shall prepare a summary of the conference that highlights critical project issues.
- b. Conduct field investigations or engineering studies. At a minimum the field investigations shall include the following items:
  - Site visit to determine existing NAVAID conditions and project limits
- c. Conduct field surveys – as necessary – in accordance with FAA Advisory Circular 150/5300-16, 17 & 18.
  - Topographic survey of RW 8/26 and RW 12/30 RSA areas
- d. Prepare detailed plans (approximately 50 sheets), specifications, contract documents and Engineer’s Design Report. Provide survey data information for construction limits, pavement marking locations, NAVAID locations, control points, key topographical elevations, and additional existing conditions in coordination with the detailed plans. FAA’s current (at contract date) Advisory Circular (AC) **150/5370-10, Standards for Specifying Construction of Airports**, will be used when preparing the plans and specifications. The detailed plans, specifications, contract documents and Engineer’s Design Report will be submitted to the NDOT, FAA, and the Sponsor for review within **90** days of this agreement. The following copies will be provided for review:

Description	FAA		NDOT		Sponsor	
	Hard Copy	PDF Copy	Hard Copy	PDF Copy	Hard Copy	PDF Copy
Specifications	1	1		1	1	1
Contract Docs.	1	1		1	1	1
Plans – Full Size	1					
Plans – Half Size	1	1		1	1	1
Design Report	1	1		1	1	1

At a minimum, the Engineer’s Design Report will include the following items in accordance with FAA AIP Sponsor Guide No. 920 Engineer’s Report.

- General Scope of Project
- Photographs
- Design Standards
- Airport Operational Safety
- Site Conditions
- Material Available
- Pavement Marking
- Lighting
- Signage
- Navigational Aids
- Environmental Considerations
- Underground Utility Lines in Work Areas
- Miscellaneous Work Items
- FAA Owned Facilities
- Non-AIP work
- Engineers Estimate
- Project Schedule
- Project Budget
- Sponsor Modifications to Design or Construction Standards
- DBE Participation
- Pre-design Meeting Minutes

- e. The consultant agrees to follow the FAA AIP Sponsor Guides (current as of the contract date) numbered below:
- (1) FAA AIP Sponsor Guide No. 920 Engineer’s Report
  - (2) FAA AIP Sponsor Guide No. 930-Plans & Specifications
  - (3) FAA AIP Sponsor Guide No. 940-Regional Approved Modifications to AC 150/5370-10
  - (4) FAA AIP Sponsor Guide No. 950-Sponsor Modifications of FAA Standards
  - (5) FAA AIP Sponsor Guide No. 951-Use of State Standards
  - (6) FAA AIP Sponsor Guide No. 960-Operational Safety on Airport During Construction
- f. Revise and submit plans, specifications, contract documents and Engineer’s Design Report, one time, within 14 days of receipt of comments from the NDOT, FAA, and the Sponsor. The following copies will be provided:

<i>Description</i>	<i>FAA</i>		<i>NDOT</i>		<i>Sponsor</i>	
	<i>Hard Copy</i>	<i>PDF Copy</i>	<i>Hard Copy</i>	<i>PDF Copy</i>	<i>Hard Copy</i>	<i>PDF Copy</i>
Specifications		1		1	1	1
Contract Docs.		1		1	1	1
Plans – Half Size		1		1	1	1
Design Report		1		1	1	1
Response to Review Comments Received		1		1	1	1

- g. Prepare and submit a Construction Safety and Phasing Plan (CSPP) in accordance with FAA’s current Advisory Circular (AC) 150/5370-2. Prepare and submit 7460-1 “Notice of Proposed Construction or Alteration” CSPP information into the FAA OE/AAA website for all CSPP construction limits, haul routes, storage/staging areas, and contractor access points.
- h. Prior to design of project the Consultant agrees to make a site visit to the Airport to review existing conditions.

The original documents, such as tracings, plans, specifications, maps, basic survey notes and sketches, charts, computations and other data prepared or obtained under the terms of this contract are instruments of service and shall remain the Consultant's property. Reproducible copies of drawings and copies of other pertinent data will be made available to the sponsor upon request. Copies of disks containing all drawings will be furnished to the sponsor for their use. The Consultant will provide, without cost to the Sponsor and approving agencies, the necessary number of copies for review and approval.

This phase will be complete upon completion of all items listed above.

**SECTION 4: BIDDING PHASE**

Under this phase of the contract the Consultant will assist the Sponsor in advertising and securing bids. The Consultant agrees to provide the following services.

- a. Provide sufficient copies of the approved plans and specifications to permit advertising and bidding. Copies of the documents may be furnished to prospective bidders at a cost fixed by the Consultant. The Consultant shall perform in accordance with FAA AIP Sponsor Guide No. 1010-Bidding.
- b. Conduct a pre-bid conference.
- c. Answer questions raised during the bidding process. Issue addenda as required.
- d. Attend the bid opening, tabulate and analyze bid results, evaluate bidders and furnish recommendations on the award of contracts. Provide a written recommendation to the Sponsor regarding the award of the project. The recommendation, at a minimum, shall include the following items:
  - Bid date
  - Summarized bid tabulation

- Evaluation of unit bid prices, extensions and total base bid(s)
  - Addendum and acknowledgements
  - Additional insured (if any)
  - DBE Utilization, DBE Letter of Intent, DBE goal and Good Faith Efforts (GFE). Review of GFE for compliance with Sponsor’s approved DBE program.
  - Buy American Compliance
  - Tentative list of subcontractors
  - Confirm bidder’s signature
  - Bid guarantee
  - Prequalification requirements (if required)
  - Pre-bid meeting
  - Review of Contractor qualifications
  - Debarment list verification – SAM.gov
  - Recommendation of award
- e. Assist the Sponsor with the submission of documents necessary to obtain construction contract approval. The Consultant shall prepare and submit a request for concurrence to NDOT/FAA in accordance with FAA AIP Sponsor Guide No. 1020-Contract Award, except that the Sponsor Certification will be prepared and submitted by the NDOT.
- f. After appropriate approval, prepare all executed contract documents necessary for the project including bonds, insurance, contracts, drawings, etc. Bind the executed contract documents with the specifications and provide the following copies to FAA, NDOT and the Sponsor:

<i>Description</i>	<i>FAA</i>		<i>NDOT</i>		<i>Sponsor</i>	
	<i>Hard Copy</i>	<i>PDF Copy</i>	<i>Hard Copy</i>	<i>PDF Copy</i>	<i>Hard Copy</i>	<i>PDF Copy</i>
Executed Contract		1	1	1	1	1

This phase will be considered complete when the executed contracts have been approved by the Sponsor, FAA and NDOT. Re-advertising, if necessary, will be negotiated under a supplemental agreement to this contract.

**SECTION 5: CONSTRUCTION PHASE**  
(INCLUDES OBSERVATION)

Based on estimated **140 Working Days** (Estimated Construction Contract Time)

Under this phase the Consultant agrees to perform the following services.

- a. Provide consultation and advice to the Sponsor during all construction phases.
- b. Assign a Project Engineer to the project that will periodically observe work in progress, review test reports and provide weekly working day, construction progress and testing reports to the Sponsor, FAA and NDOT. The Consultant will provide written confirmation that all performance tests required by the specifications were conducted and met or exceeded the specifications. The Engineer shall make weekly site visits to the project to review all progress.

- c. Participate in preconstruction conferences, per the latest (as of contract date) FAA AIP Sponsor Guide No. 1040-Preconstruction Conference. Submit a formal report of the conference discussions.
- d. Provide field and/or construction surveys and staking, as required under the FAA standard specification General Provision 50-06, including spot checks and final cross sections for establishing pay quantities and as-built plans.
- e. Upon receipt of NDOT/FAA authorization to issue Notice-to-Proceed, the Consultant will issue, for the Sponsor, the Notice-to-Proceed to the Contractor. NDOT/FAA authorization will not be issued until all conditions are met in accordance with FAA AIP Sponsor Guide No. 1050-Notice-to-Proceed.
- f. Provide on-site full-time construction observation in accordance with FAA AIP Sponsor Guide Nos. 1030-Construction Management Program and 1070 –Inspections.
- g. Review and approve shop and erection drawings and all materials data submitted by construction contractors for compliance with design concepts. Review and approve “Buy American” certifications for all products required in accordance with the contract documents.
- h. Prepare and negotiate contract modifications, change orders and supplemental agreements, according to the latest (as of contract date) FAA AIP Sponsor Guide Nos. 1080-Contract Modifications, 1081-Change Orders and 1082-Supplementary Agreements.
- i. Determine amounts owed to construction contractors and process financial documents.
- j. Review compliance with Labor Standards in accordance with FAA AIP Sponsor Guide No. 1060-Labor Provisions. Provide compliance documentation to the Sponsor.
- k. Review compliance with Labor and Civil Rights provisions in accordance with FAA AIP Sponsor Guide No. 1070-Inspections. All compliance records shall be provided to the Sponsor.
- l. Prepare and submit FAA Quarterly Performance Reports.
- m. Prepare and submit weekly progress reports and construction photos to the Sponsor, FAA, and NDOT.
- n. Schedule and attend weekly progress meetings with representatives from the contractor and the Sponsor.

#### **SECTION 6: CLOSE OUT PHASE**

Under this phase the Consultant agrees to perform the following services.

- a. Arrange and conduct final inspections. Submit a summary of test results and a quality control report complete with checklists, performance test results, pay factor adjustments, etc.
- b. Prepare as-built record drawings, a final construction report, etc. in accordance with FAA AIP Sponsor Guide No. 1610-Development Project Closeout. Final close-out documents shall be provided to NDOT and FAA within 90 days of the final acceptance date (per FAA AIP Sponsor Guide No. 1610-Development Project Closeout) and prior to the consultant's final pay request. Final Engineer's Close-

Out Report will be submitted to the NDOT (1-each hard copy of close-out report, 1-each half size As-Built plans, and a PDF copy of final close-out report and As-Built plans), FAA (1-each hard copy of close-out report, 1-each half size As-Built plans, and a PDF copy of final close-out report and As-Built plans) and Sponsor (1-each hard copy of close-out report, 1-each half size As-Built plans, and a PDF copy of final close-out report and As-Built plans).

## SECTION 7: SPECIAL SERVICES

Under this phase, the Consultant will provide the following services. Services not listed in Sections 2 through 6 can only be added by supplemental agreement to this contract.

- a. Laboratory tests, soil investigations, etc. for Construction Phase. The testing laboratory will be Panhandle Geotechnical & Environmental, Scottsbluff, Nebraska.

## SECTION 8: FEES AND CHARGES

The Sponsor shall pay the Consultant for the services described in this agreement as follows:

Section 2: Preliminary Phase. "NOT USED ON THIS PROJECT"

Section 3: Design Phase. Payment for the items included in Section 3, Design Phase, shall be made based on direct salary, overhead costs and reimbursable expenses incurred plus a fixed payment of **\$23,066.34** and sub-contract costs. The schedule of charges and reimbursable expenses is Exhibit A attached and made a part hereto. Labor and general administration overhead percentage shall be supported by a statement of overhead expenses certified by the consultant's auditor or a governmental auditor.

The total charges for Section 3 will not be greater than the "Not-to-Exceed" (NTE) amount of **\$215,889.00**, if the scope of work as set forth in Section 1 is not exceeded. If the scope of services is increased then the "Not-to-Exceed" amount may be increased by a supplemental agreement to this contract. No payment above the Not-to-Exceed limit shall be made without prior approval of an amendment supported by proper justification.

Payment shall be due monthly for incurred charges and expenses based on detailed invoices. Invoices shall include a pro rata portion of the fixed fee with the final invoice adjusted to include the remaining unpaid balance of the fixed fee.

Section 4: Bidding Phase. Payment for the items included in Section 4 Bidding Phase shall be made based on direct salary, overhead costs and reimbursable expenses incurred plus a fixed payment of **\$1,799.65** and sub-contract costs. The schedule of charges and reimbursable expenses is Exhibit B attached and made a part hereto. Labor and general administration overhead percentage shall be supported by a statement of overhead expenses certified by the consultant's auditor or a governmental auditor.

The total charges for Section 4 will not be greater than the "Not-to-Exceed" (NTE) amount of **\$18,208.00**, if the scope of work as set forth in Section 1 is not exceeded. If the scope of services is increased then the "Not-to-Exceed" amount may be increased by a supplemental agreement to this contract. No payment above the Not-to-Exceed limit shall be made without prior approval of an amendment supported by proper justification.

Payment shall be due monthly for incurred charges and expenses based on detailed invoices. Invoices shall include a pro rata portion of the fixed fee with the final invoice adjusted to include the remaining unpaid balance of the fixed fee.

Section 5: Construction Phase. Payment for the items included in Section 5 Construction Phase shall be made based on direct salary, overhead costs and reimbursable expenses incurred plus a fixed payment of **\$29,350.19** and subcontract costs. The schedule of charges and reimbursable expenses is Exhibit C attached and made a part hereto. Labor and general administration overhead percentage shall be supported by a statement of overhead expenses certified by the consultant's auditor or a governmental auditor.

The total charges for Section 5 will not be greater than the "Not-to-Exceed" (NTE) amount of **\$266,051.00**, if 1) the construction work is completed within the construction contract aggregate time allowance; and 2) the scope of work as set forth in Section 1 is not exceeded. If construction contract time is exceeded or the scope of services is increased then the "Not-to-Exceed" amount may be increased by a supplemental agreement to this contract. No payment above the Not-to-Exceed limit shall be made without prior approval of an amendment supported by proper justification.

Payment shall be due monthly for incurred charges and expenses based on detailed invoices. Invoices shall include a pro rata portion of the fixed fee with the final invoice adjusted to include the remaining unpaid balance of the fixed fee.

Section 6: Close Out Phase. Payment for the items included in Section 6 Close Out Phase shall be the lump sum of **\$19,186.00** shown on Exhibit D attached and made a part hereto. Labor and general administration overhead percentage shall be supported by a statement of overhead expenses certified by the consultant's auditor or a governmental auditor. Payment shall be due according to the following schedule:

Payment shall be due monthly for incurred charges and expenses based on detailed invoices. Invoices shall include a pro rata portion of the fixed fee with the final invoice adjusted to include the remaining unpaid balance of the fixed fee.

Section 7: Special Services.

Testing laboratory services are estimated to be **\$24,144.00**, as shown on Exhibit C-1. The estimated amount may be increased with (1) prior notification from the Consultant and approval from the Sponsor, NDOT and FAA, and (2) execution of a supplemental agreement to this contract. If the testing fees come close to the limit and it becomes apparent that the project cannot be completed within the limit, the Consultant shall notify the Sponsor, NDOT and FAA. The notification shall include a brief justification for the overrun referencing applicable tests required by the specifications and a revised Exhibit C-1 depicting the new schedule of charges.

Payment shall be due monthly for incurred charges and expenses based on detailed invoices.

If Special Services are added during the course of this contract, a supplemental agreement will be executed to cover any added fees when the services are authorized. All supplemental agreements are subject to the same approvals as this agreement.

Payment Provisions and Adjustments

All payments shall be made based on the lump sum amounts or unit charges and fixed fees, as provided. If the scope of consultant services changes, causing an increase or decrease to the Consultant's costs, this

contract shall be adjusted to cover the increase or decrease in costs. If circumstances beyond the control of the Consultant require more than 18 months from the date of this agreement to complete the work specified herein, this contract may be adjusted to cover any increase in the Consultant's costs yet to be incurred. All adjustments shall be negotiated in the same manner as this contract and shall be executed as a Supplemental Agreement to the original contract. The Sponsor will not reduce the Consultant's final payment for any part of the project designed but not actually constructed.

The Consultant shall attach a separate Exhibit to this agreement for each subconsultant used in each phase for any part of the services to be performed by subconsultant. Subconsultant Exhibits shall break out hours, rates and fees necessary for determination of reasonableness of cost.

**SECTION 9: CERTIFICATION FOR PROJECT PLANS AND SPECIFICATIONS.** The Contractor certifies that:

1. The plans and specifications will be developed in accordance with all applicable Federal standards and requirements and there will be no deviation from or modification to standards set forth in the advisory circulars without prior FAA approval;
2. The specifications for equipment will not be proprietary or written so as to restrict competition;
3. The development included in the plans is depicted on an airport layout plan approved by FAA;
4. Development which is ineligible for AIP funding will be omitted from the plans and specifications or will be depicted in a separate section;
5. Process control and acceptance tests required for the project by standards contained in Advisory Circular 150/5370-10 will be included in the project specifications;
6. A value engineering clause will not be incorporated into the contract without FAA concurrence;
7. The plans and specifications will incorporate applicable requirements and recommendations set forth in the Federally-approved environmental finding;
8. For construction activities within or near aircraft operational areas, the requirements contained in the latest (as of bid date) Advisory Circular 150/5370-2 will be discussed with FAA and incorporated into the specifications and a safety or phasing plan will be prepared with FAA's concurrence.

**The Certified Overhead Rate for M.C. Schaff & Associates, Dated May 30, 2024, has been included in Exhibit F attached to this agreement.**

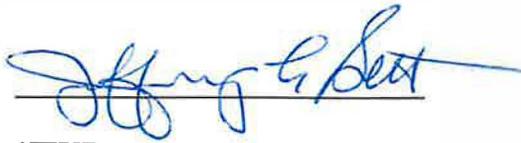
**Federal Contract Provisions Attachment, Dated May 24, 2023 have been in Exhibit G attached to this agreement and shall be incorporated herein.**

**APPROVALS.**

It is understood and agreed that this contract and any subcontracts or supplemental agreements are subject to approval by the Nebraska Department of Transportation – Aeronautics Division and the Federal Aviation Administration before any state or federal funds are obligated.

IN TESTIMONY WHEREOF, the parties hereto have caused this contract to be executed by their duly authorized representatives on this \_\_\_\_ day of \_\_\_\_\_, 2024, with copies to be filed with the Nebraska Department of Transportation – Aeronautics Division and the Federal Aviation Administration.

M.C. SCHAFF & ASSOCIATES  
818 South Beltline Hwy East  
Scottsbluff, NE 69361



ATTEST



President

Title

CITY OF ALLIANCE, NEBRASKA  
P.O. Box D  
324 Laramie Avenue  
Alliance, NE 69301

\_\_\_\_\_

ATTEST

\_\_\_\_\_

\_\_\_\_\_

Title

**EXHIBIT A**  
**DESIGN PHASE - ENGINEERING SERVICES (PRIMARY CONSULTANT)**

Salary Costs		Classification Hours										
Task	Description	Principal	Engineer	Project Mgr.	Asst Engineer	Surveyor	Surveyor Tech	GIS Tech	Drafting Tech	Field Tech	Clerical	Total
1	1 <sup>st</sup> Proj Mtg with Sponsor		8	8	8							24
2	Field Survey, Investigation					64	80			24		168
3	2 <sup>nd</sup> Proj Mtg with Sponsor		2	2	2							6
4	Prepare Plans	8	40	40	220				310			618
5	Prepare Specifications	8	20	20	64							112
6	Prepare Phasing Plans			60				24	140			224
7	Prepare CSPP			20					40			60
8	7460 Submittal CSPP			2				8				10
9	Prepare Design Report	4	40		40							84
10	3 <sup>rd</sup> Proj Mtg with Sponsor		2	2	2							6
11	90% Review Submittal	2	8	8	24							42
12	Answer Review Comments		12	4								16
13	Final Submittal			4							4	8
Subtotal Hours		22	132	170	360	64	80	32	490	24	4	1378
Hourly Rate		\$99.24	\$63.00	\$56.08	\$49.12	\$32.24	\$26.28	\$33.80	\$26.28	\$27.00	\$29.52	
Direct Salary Cost		\$2,183.28	\$8,316.00	\$9,533.60	\$17,683.20	\$2,063.36	\$2,102.40	\$1,081.60	\$12,877.20	\$648.00	\$118.08	\$56,606.72
220.85%	Indirect Cost	\$4,821.77	\$18,365.89	\$21,054.96	\$39,053.35	\$4,556.93	\$4,643.15	\$2,388.71	\$28,439.30	\$1,431.11	\$260.78	\$125,015.94
Total Salary Costs		\$7,005.05	\$26,681.89	\$30,588.56	\$56,736.55	\$6,620.29	\$6,745.55	\$3,470.31	\$41,316.50	\$2,079.11	\$378.86	\$181,622.66
Fixed Fee												\$23,066.34

Non-Salary Costs	Quantity	Unit	Rate	Subtotal	Total
Reimbursable Expenses					
Mileage					
Lodging					
Per Diem					
Printing					
<b>Total Non-Salary Costs</b>					
Subcontracting Expenses	Quantity	Unit	Rate	Subtotal	Total
Sub-Consultant – Electrical Engineer	40	HR	\$280.00	\$11,200.00	\$11,200.00
Sub-Consultant –					
<b>Total Subcontracting Costs</b>					
<b>Total Fee for Design Services</b>					<b>\$215,889.00</b>

**EXHIBIT B**  
**BIDDING PHASE – ENGINEERING SERVICES (PRIMARY CONSULTANT)**

Salary Costs		Classification Hours										
Task	Description	Principal	Engineer	Project Mgr.	Asst Engineer	Surveyor	Surveyor Tech	GIS Tech	Drafting Tech	Field Tech	Clerical	Total
1	Provide Bidding Documents			8							16	24
2	Conduct Pre-Bd Conference		4	4	4					4		16
3	Answer Questions During Bid Process		12	12								24
4	Issue Addendums			4								4
5	Attend Bid Opening		4	4								8
6	Analysis - Bids Received		2	2								4
7	Furnish Bid Recommendations		1									1
8	Present Bids to Sponsor			2								2
9	Prepare Contract Documents			1							2	3
10	Submit Final Contracts to Sponsor			1								1
Subtotal Hours		0	23	38	4	0	0	0	0	4	18	87
Hourly Rate		\$99.24	\$63.00	\$56.08	\$49.12	\$32.24	\$26.28	\$33.80	\$26.28	\$27.00	\$29.52	
Direct Salary Cost		\$0.00	\$1,449.00	\$2,131.04	\$196.48	\$0.00	\$0.00	\$0.00	\$0.00	\$108.00	\$531.36	\$4,415.88
220.85%	Indirect Cost	\$0.00	\$3,200.12	\$4,706.40	\$433.93	\$0.00	\$0.00	\$0.00	\$0.00	\$238.52	\$1,173.51	\$9,752.47
Total Salary Costs		\$0.00	\$4,649.12	\$6,837.44	\$630.41	\$0.00	\$0.00	\$0.00	\$0.00	\$346.52	\$1,704.87	\$14,168.35
Fixed Fee												\$1,799.65

Non-Salary Costs	Quantity	Unit	Rate	Subtotal	Total
Reimbursable Expenses					
Mileage					
Lodging					
Per Diem					
Printing					
Postage					
Supplies					
Total Non-Salary Costs					
Subcontracting Expenses	Quantity	Unit	Rate	Subtotal	Total
Testing					
Sub-Consultant – Electrical Engineer	8	HR	\$280.00	\$2,240.00	\$2,240.00
Sub-Consultant –					
Total Subcontracting Costs					
Total Fee for Bidding Services					\$18,208.00

**EXHIBIT C**  
**CONSTRUCTION PHASE - ENGINEERING SERVICES (PRIMARY CONSULTANT)**  
**140 WORKING DAYS - ESTIMATED CONSTRUCTION TIME**

Salary Costs		Classification Hours										
Task	Description	Principal	Engineer	Project Mgr.	Asst Engineer	Surveyor	Surveyor Tech	GIS Tech	Drafting Tech	Field Tech	Clerical	Total
1	1 <sup>st</sup> Mtg with Owner	1	1	1								3
2	Attend Precon Mtg		4	4						4		12
3	Attend Progress Mtgs			64								64
4	Daily Construction Oversight	4	40	120	80					1640		1884
5	Engineer Project Inspections		48									48
6	Review Submittals		8		16							24
7	Field Survey QA Spot Checks					12	24					36
8	Submit FAA Qrt Reports			8								8
9	Submit Wkly Progress Reports			16								16
10	Prepare Pay Estimates			8								8
11	Payroll Reports/Wage Interview			12								12
12	Prelim Punch List Review		4	4	4							12
13	Review Final Quantities		2	2								4
14	Final Mtg with Sponsor	4	4	4	4							16
Subtotal Hours		9	111	243	104	12	24	0	0	1644	0	2147
Hourly Rate		\$99.24	\$63.00	\$56.08	\$49.12	\$32.24	\$26.28	\$33.80	\$26.28	\$27.00	\$29.52	
Direct Salary Cost		\$893.16	\$6,993.00	\$13,627.44	\$5,108.48	\$386.88	\$630.72	\$0.00	\$0.00	\$44,388.00	\$0.00	\$72,027.68
220.85%	Indirect Cost	\$1,972.54	\$15,444.04	\$30,096.20	\$11,282.08	\$854.42	\$1,392.95	\$0.00	\$0.00	\$98,030.90	\$0.00	\$159,073.13
Total Salary Costs		\$2,865.70	\$22,437.04	\$43,723.64	\$16,390.56	\$1,241.30	\$2,023.67	\$0.00	\$0.00	\$142,418.90	\$0.00	\$231,100.81
Fixed Fee												\$29,350.19

Non-Salary Costs	Quantity	Unit	Rate	Subtotal	Total
Reimbursable Expenses					
Total Non-Salary Costs					
Subcontracting Expenses	Quantity	Unit	Rate	Subtotal	Total
Sub-Consultant – Electrical Engineer	20	HR	\$280.00	\$5,600.00	\$5,600.00
Material Testing Expenses (Exhibit C-1)					\$24,144.00
Total Subcontracting Costs					
Total Fee for Construction Oversight Services					\$290,195.00

**EXHIBIT C-1**  
**MATERIAL TESTING COSTS FOR CONSTRUCTION PHASE**

Test	Specification	Quantity	Unit	Rate	Total
Mobilization		1	LS	\$2,500.00	\$2,500.00
Proctor Curve	P-152	4	EA	\$375.00	\$1,500.00
Soil Density	P-152	40	EA	\$90.00	\$3,600.00
Mileage – Grading		400	Mile	\$0.67	\$268.00
Compressive Strength	P-610	60	EA	\$25.00	\$1,500.00
Mileage – Concrete		800	Mile	\$0.67	\$536.00
Engineering Tech		80	HR	\$150.00	\$12,000.00
Engineer		8	HR	\$280.00	\$2,240.00
Sub Total Testing Costs					\$24,144.00
<b>Subcontracting Expenses</b>	<b>Contract Value</b>	<b>Contract Type</b>	<b>Primed Fixed Fee</b>	<b>Subtotal</b>	<b>Total</b>
Testing					
Sub-Consultant					
Total Subcontracting Costs					
Total Fee for Material Testing Services – Construction Phase					\$24,144.00

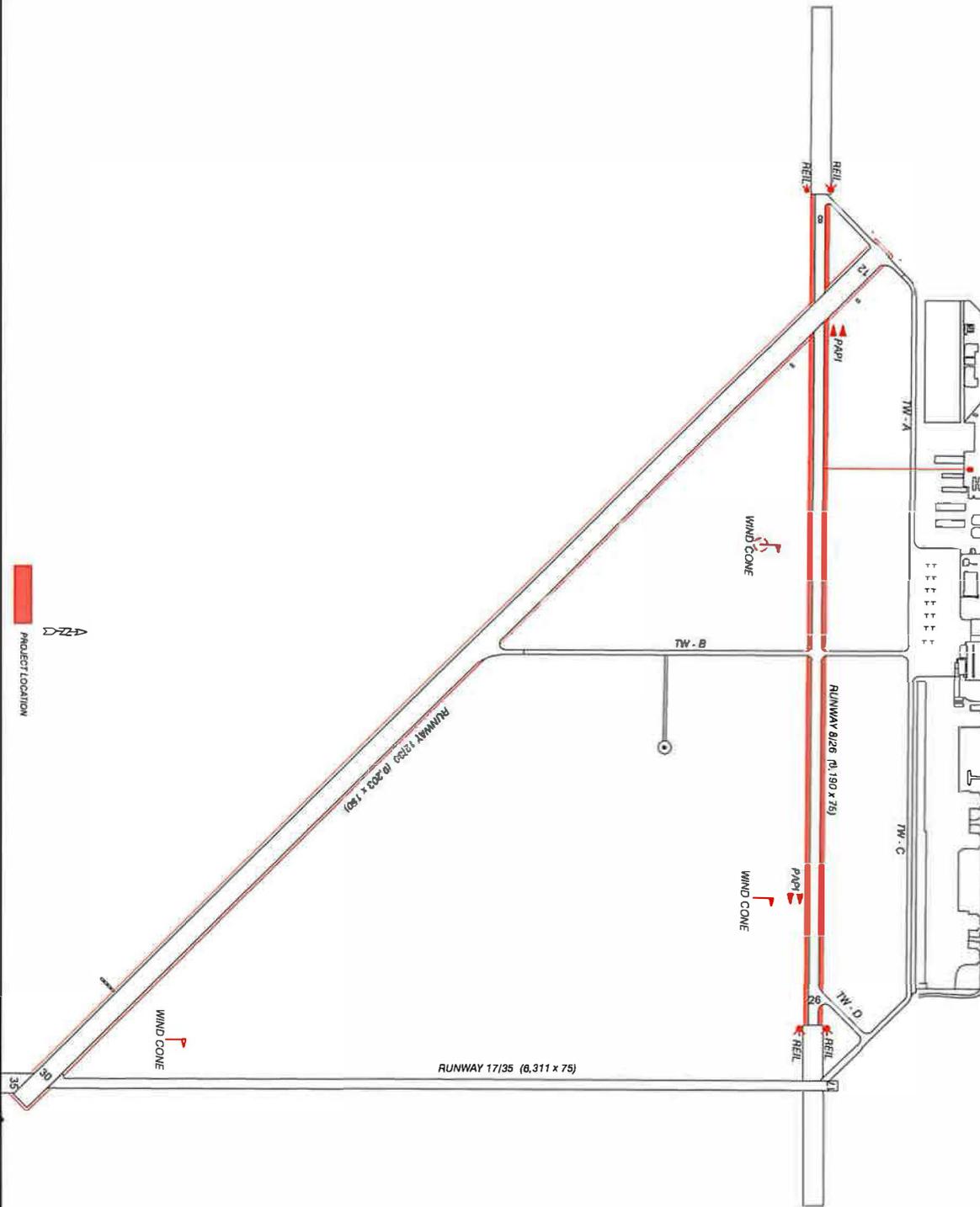
**EXHIBIT D**  
**CLOSEOUT PHASE - ENGINEERING SERVICES (PRIMARY CONSULTANT)**

Salary Costs		Classification Hours										
Task	Description	Principal	Engineer	Project Mgr.	Asst Engineer	Surveyor	Surveyor Tech	GIS Tech	Drafting Tech	Field Tech	Clerical	Total
1	Prepare Final Close Out Report		8		24		40					72
2	Attend Final Inspection		4	4	4							12
3	Reconcile Final Quantities			4								4
4	Submit Final Report for Review			2								2
5	Submit Final Pay Estimates		2									2
6	Address Final Report Comments		2		6							8
7	Final Mtg with Sponsor & Airport	2	2	2	2							8
8	Final Document Submittal			2							2	4
Subtotal Hours		2	18	14	36	0	40	0	0	0	2	112
Hourly Rate		\$99.24	\$63.00	\$56.08	\$49.12	\$32.24	\$26.28	\$33.80	\$26.28	\$27.00	\$29.52	
Direct Salary Cost		\$198.48	\$1,134.00	\$785.12	\$1,768.32	\$0.00	\$1,051.20	\$0.00	\$0.00	\$0.00	\$59.04	\$4,996.16
220.85%	Indirect Cost	\$438.34	\$2,504.44	\$1,733.94	\$3,905.33	\$0.00	\$2,321.58	\$0.00	\$0.00	\$0.00	\$130.39	\$11,034.02
Total Salary Costs		\$636.82	\$3,638.44	\$2,519.06	\$5,673.65	\$0.00	\$3,372.78	\$0.00	\$0.00	\$0.00	\$189.43	\$16,030.18
Fixed Fee												\$2,035.82

Non-Salary Costs	Quantity	Unit	Rate	Subtotal	Total
Reimbursable Expenses					
Mileage					
Lodging					
Per Diem					
Printing					
Postage					
Supplies					
Total Non-Salary Costs					
Subcontracting Expenses	Quantity	Unit	Rate	Subtotal	Total
Testing					
Sub-Consultant – Electrical Engineer	4	HR	\$280.00	\$1,120.00	\$1,120.00
Sub-Consultant –					
Total Subcontracting Costs					
Total Fee for Close Out Services					\$19,186.00

**EXHIBIT E**  
**PROJECT LOCATION MAP**

**ATP 3-31-0003-028-2025  
 ALLIANCE MUNICIPAL AIRPORT  
 NEW NAVAIDS - RW 12/30 (HTRL) & RW 8/26 (MTRL)**



**M. C. SCHAFF AND ASSOCIATES, INC.**  
 818 SOUTH BELTLINE HIGHWAY EAST  
 SCOTTSBLUFF, NEBRASKA 69361

ENGINEERS • PLANNERS • DESIGNERS • LAND SURVEYORS  
 PH: 308-635-1926 FAX: 308-635-7807 INTERNET: WWW.MCSCHAFF.COM

**EXHIBIT F**  
**M.C. SCHAFF & ASSOCIATES CERTIFIED OVERHEAD RATE**

# Memorandum

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DATE May 30, 2024

TO Project Development Division

FROM Controller Division – Audit Section

SUBJECT Indirect Cost Rate Report, MC Schaff & Associates, Inc.  
Year Ended December 31, 2022  
NDOT Audit Section Report No. 2022MS

We have completed a review of the Statement of Direct Labor, Fringe Benefits, and General Overhead submitted by MC Schaff & Associates, Inc. for the year ended December 31, 2022.

Our review procedures were limited to analyzing the rate methodology, verifying the arithmetic computations, performing a risk assessment, and evaluating the firm's internal control questionnaire responses. We relied upon past audit experience and discussions with the firm's business staff.

In accordance with the cost eligibility principles written within the Federal Acquisition Regulations (FAR), our review found that the firm can support the following rate of 220.85% for the fiscal year ended December 31, 2022.

The accepted indirect cost rate for FYE 2022 has been included in this report as Exhibit A.

Our review does not meet the criteria for a cognizant audit and, as such, our accepted rates are only intended for use on Nebraska Department of Transportation and sub-recipient projects and billings and should not be used for any other purposes.

The results of our review have been discussed with the Consultant.

Report Prepared and Authorized by



Tami Applebee  
Highway Audit Manager

**MC Schaff & Associates, Inc.**  
**Statement of Direct Labor, Fringe Benefits, and General Overhead**  
**For the Year Ended December 31, 2022**

<u>Description</u>	<u>MC Schaff</u> <u>Trial Balance</u>	<u>MC Schaff</u> <u>Disallowed</u>	<u>MC Schaff</u> <u>Proposed</u>	<u>NDOT</u> <u>Adjust.</u>	<u>NDOT</u> <u>Accepted</u>	<u>Notes</u>
<b>Direct Labor</b>	\$ 746,926	\$ -	\$ 746,926	\$ -	\$ 746,926	
<b>Fringe Benefits:</b>						
Bonus/Extra Hours	\$ -	\$ 34,698	\$ 34,698	\$ -	\$ 34,698	A
401(K) by Company	76,857	-	76,857	-	76,857	
Paid Time Off		108,687	108,687	-	108,687	A
Health Insurance	253,798	-	253,798	-	253,798	
Officers Life Insurance	8,358	(8,358)	-	-	-	B
Employee Life & Disability	30,914	-	30,914	-	30,914	
Health Savings Acct Exp	16,148	-	16,148	-	16,148	
Medical Expense	120	-	120	-	120	
Payroll Tax Expense	109,336	-	109,336	-	109,336	
Workers' Comp Ins	10,030	-	10,030	-	10,030	
<b>Total Fringe Benefits</b>	<b>\$ 505,561</b>	<b>\$ 135,027</b>	<b>\$ 640,588</b>	<b>\$ -</b>	<b>\$ 640,588</b>	
<b>General Overhead:</b>						
Job Cost Variance	\$ (7,341)	\$ -	\$ (7,341)	\$ -	\$ (7,341)	
Indirect Labor	690,947	(143,385)	547,562	-	547,562	A
Project Supplies Indirect	4,660	-	4,660	-	4,660	
Vehicle Service & Repair	6,323	-	6,323	-	6,323	
Advertising & Marketing	1,604	(1,604)	0	-	0	C
Bank Charges	385	-	385	-	385	
Credit Card Fees	716	-	716	-	716	
Conventions & Meetings	6,688	-	6,688	-	6,688	
Donations	4,600	(4,600)	-	-	-	D
Depreciation	149,363	-	149,363	-	149,363	
Dues and Subscriptions	13,898	(940)	12,958	-	12,958	E
Fees & Licenses	4,044	-	4,044	-	4,044	
Insurance - Property	17,613	-	17,613	-	17,613	
Interest	2,791	(2,791)	-	-	-	F
Lab Expense	53	-	53	-	53	
Labor - Contract	14,061	-	14,061	(2,625)	11,436	3
Lease Expense	10,290	-	10,290	-	10,290	
Legal & Accounting	10,765	-	10,765	-	10,765	
Meals	1,783	-	1,783	-	1,783	
Miscellaneous	20,238	(17,780)	2,458	(1,644)	814	H, 1
Office Supplies	34,410	-	34,410	-	34,410	
Promotion	75	(75)	-	-	-	C
Postage & Freight	926	-	926	-	926	
Professional Fees	8,346	-	8,346	-	8,346	

Rent	54,000	12,467	66,467	-	66,467	<b>G</b>
Project Professional Fees Inc	419	-	419	-	419	
Repair & Maintenance	17,429	-	17,429	-	17,429	
Supplies	1,152	-	1,152	-	1,152	
Surveying - Indirect	1,455	-	1,455	-	1,455	
Taxes Real Estate	6,732	-	6,732	-	6,732	
Taxes Personal Property	152	-	152	-	152	
Travel	9,495	-	9,495	(1,424)	8,071	<b>2</b>
Vehicle Expense	72,115	-	72,115	-	72,115	
Utilities, Elec, Gas, Water	5,839	-	5,839	-	5,839	
Utilities Telephone	7,358	-	7,358	-	7,358	
<b>Total General Overhead</b>	<u>\$ 1,173,381</u>	<u>\$ (158,707)</u>	<u>\$ 1,014,674</u>	<u>\$ (5,694)</u>	<u>\$ 1,008,981</u>	
<b>Total Fringe Ben &amp; Gen Over</b>	<u>\$ 1,678,941</u>	<u>\$ (23,679)</u>	<u>\$ 1,655,262</u>	<u>\$ (5,694)</u>	<u>\$ 1,649,569</u>	
<b>Recap:</b>						
Direct Labor	\$ 746,926	\$ -	\$ 746,926	\$ -	\$ 746,926	
Total Fringe Ben & Gen Over	<u>\$ 1,678,941</u>	<u>\$ (23,679)</u>	<u>\$ 1,655,262</u>	<u>\$ (5,694)</u>	<u>\$ 1,649,569</u>	
					<b>Indirect Cost Rate</b>	<u>220.85%</u>

**Consultant FAR References & Notes**

- A** Reclass
- B** FAR 31.205-19 Officers Life Insurance not allowed
- C** FAR 31.205-1 Promotional Expenses not allowed
- D** FAR 31.205-8 Contributions not allowed
- E** FAR 31.205-22 Lobbying portion of National Dues not allowed
- F** FAR 31.205-20 Interest not allowed
- G** FAR 31.205-11 (F) & 31.206-36 Common Control of leased properties
- H** Non Deductible Miscellaneous Expense

**NDOT References & Notes**

- 1** 31.205-1(f)- Advertising; 31.201-2(d)- Adequate record keeping; 31.205-1(e)(3) - Contributions or donations
- 2** 31.201-2(d)- Adequate record keeping
- 3** 31.201-2 & 31.201-4 - Allowability and allocability

**EXHIBIT G**  
**FEDERAL CONTRACT PROVISIONS ATTACHMENT**  
**DATED MAY 24, 2023**

# FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO “CONTRACTOR”, “PRIME CONTRACTOR”, “BIDDER”, “OFFEROR”, AND “APPLICANT” SHALL PERTAIN TO THE ARCHITECT/ENGINEER (A/E).

ALL REFERENCES MADE HEREIN TO “SUBCONTRACTOR”, “SUB-TIER CONTRACTOR” OR “LOWER TIER CONTRACTOR” SHALL PERTAIN TO ANY SUBCONSULTANT UNDER CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO “SPONSOR” AND “OWNER” SHALL PERTAIN TO THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING CONTRACTS WITH THE A/E.

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## PROVISIONS APPLICABLE TO ALL CONTRACTS

### **ACCESS TO RECORDS AND REPORTS**

Reference: 2 CFR § 200.334  
2 CFR § 200.337  
FAA Order 5100.38

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

### **CIVIL RIGHTS – GENERAL**

Reference: 49 USC § 47123

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

### **CIVIL RIGHTS – TITLE VI ASSURANCES**

Reference: 49 USC § 47123  
FAA Order 1400.11

#### *Title VI Solicitation Notice*

The Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

#### *Title VI List of Pertinent Nondiscrimination Acts and Authorities*

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq*).

*Nondiscrimination Requirements / Title VI Clauses for Compliance*

**Compliance with Nondiscrimination Requirements:**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be

amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

Reference: 2 CFR § 200, Appendix II(K)  
2 CFR § 200.216

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

## **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

Reference: 29 USC § 201, et seq  
2 CFR § 200.430

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

## **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

Reference: 20 CFR Part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

## **RIGHT TO INVENTIONS**

Reference: 2 CFR Part 200, Appendix II(F)  
37 CFR Part 401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

## **SEISMIC SAFETY**

Reference: 49 CFR Part 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

## **TAX DELINQUENCY AND FELONY CONVICTIONS**

Reference: Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts  
DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

The Contractor certifies:

- 1) It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) It is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months. A felony conviction is a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

The Contractor agrees to incorporate the above certification in all lower tier subcontracts.

## **TRADE RESTRICTION CERTIFICATION**

Reference: 49 USC § 50104  
49 CFR Part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

#### **VETERAN'S PREFERENCE**

Reference: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

**PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000**

**DISTRACTED DRIVING**

Reference: Executive Order 13513  
DOT Order 3902.10

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

**EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

Reference: 2 CFR Part 200, Appendix II(C)  
41 CFR § 60-1.4  
41 CFR § 60-4.3  
Executive Order 11246

**Equal Opportunity Clause**

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in

response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **PROHIBITION OF SEGREGATED FACILITIES**

Reference: 2 CFR Part 200, Appendix II(C)  
41 CFR Part 60-1

- (a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.
- (b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact

segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

## TERMINATION OF CONTRACT

Reference: 2 CFR Part 200, Appendix II(B)  
FAA Advisory Circular 150/5370-10, Section 80-09

### Termination for Convenience (Professional Services)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

### Termination for Cause (Professional Services)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party seven (7) days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by Owner:** The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Owner approved extension;
  2. Make adequate progress so as to endanger satisfactory performance of the Project; or
  3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant

must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the project for more than one hundred eighty (180) days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

#### PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000

##### **DEBARMENT AND SUSPENSION**

Reference: 2 CFR Part 180 (Subpart B)  
2 CFR Part 200, Appendix II(H)  
2 CFR Part 1200  
DOT Order 4200.5  
Executive Orders 12549 and 12689

##### *Certification of Offeror/Bidder Regarding Debarment*

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Certification of Lower Tier Contractors Regarding Debarment

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must confirm each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

**PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000**

**CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

Reference: 2 CFR Part 200, Appendix II(E)  
2 CFR § 5.5(b)  
40 USC § 3702  
40 USC § 3704

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any

such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

**LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

Reference: 31 USC § 1352 – Byrd Anti-Lobbying Amendment  
2 CFR Part 200, Appendix II(I)  
49 CFR Part 20, Appendix A

Certification Regarding Lobbying

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000**

### **CLEAN AIR AND WATER POLLUTION CONTROL**

References: 2 CFR Part 200, Appendix II(G)  
42 USC § 7401, et seq  
33 USC § 1251, et seq

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

The Contractor must include this requirement in all subcontracts that exceed \$150,000.

## **PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$250,000**

### **BREACH OF CONTRACT TERMS**

Reference: 2 CFR § 200 Appendix II(A)

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

### **DISADVANTAGED BUSINESS ENTERPRISE**

Reference: 49 CFR Part 26

Solicitation Language (Solicitations that include a Contract Goal)

#### Bid Information Submitted as a matter of responsiveness:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;

- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

*Bid Information submitted as a matter of bidder responsibility:*

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

*Solicitation Language (Race/Gender Neutral Means)*

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

*Prime Contracts (Contracts Covered by a DBE Program)*

*Contract Assurance (49 CFR § 26.13)*

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may

result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from Owner. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f))

The prime contractor must not terminate a DBE subcontractor listed in response to the above *Solicitation Language (Solicitations that include a Contract Goal)* section (or an approved substitute DBE firm) without prior written consent of Owner. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the Owner. Unless the Owner's consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The Owner may provide such written consent only if the Owner agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to the Owner its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the Owner, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the Owner and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Owner should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the Owner may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

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Chief David Leavitt  
Alliance Police Department  
512 Niobrara • Alliance, NE 69301

# Memo

**To:** Seth Sorensen, City Manager  
**From:** David Leavitt, Chief of Police  
**Date:** 10/3/2024  
**Re:** Vehicle Purchase

---

As discussed in our initial budget workshops, the APD continues to work to replace aging, high mileage police vehicles. While purchase of brand-new vehicles would be the best-case scenario, there are several reasons why the purchase of used vehicles is more advantageous for the City of Alliance.

- Currently, the cost of a brand-new patrol vehicle with full upfitting (lights, siren, partition, cameras, radar, computer, etc.) is approximately \$75,000 - \$95,000 each.
- Due to supply chain issues, wait time on new vehicles can be up to a year or more.
- A new vehicle will cost the city more than double the cost of a low-mileage used vehicle, however, it is unlikely that the useful life of a new vehicle will be double that of a low-mileage used vehicle.
- The purchase of new vehicles, due to budget constraints, would limit us to purchasing two vehicles per year. In order to get to our goal of a 10-year replacement cycle, we need to purchase at least three to four vehicles per year.

We currently have an opportunity to purchase three used police vehicles for a total price of \$70,000.00. We have equipment in existing vehicles that can be moved to the new vehicles. This will keep upfitting costs to a minimum. We hope to be able to decal and equip each vehicle for 20,000 or less. This means that we will spend approximately \$130,000 of our vehicle budget, leaving \$20,000 available. If we are successful at staying within those cost projections, we may be able to purchase another low mileage vehicle during the current fiscal year, enabling us to reach our goal of four cars per year for this year. The vehicles being considered are below:

1. 2018 AWD Dodge Charger Police Package with 35,000 miles.
2. 2018 AWD Dodge Charger Police Package with 36,000 miles.
3. 2020 AWD Dodge Durango Police Package with 37,000 miles.

\*It is worth noting that most mechanical issues on police package vehicles are covered by service bulletins and are repaired at no cost within the first 100,000 miles.

Photos of the three vehicles are below.

	<b>2018 Dodge Charger AWD 5.7L V8 HEMI Police</b> Engine: 5.7L V8 OHV 16V Transmission: 5-Speed Automatic Drive: AWD VIN: 2C3CDXKT7JH248894 Mileage: 35,839 Exterior: White Interior: Black Stock NO: R-4496	Price <b>\$24,995</b> SHOW ME THE CARFAX 1 OWNER VIEW DETAILS
	<b>2018 Dodge Charger AWD 5.7L V8 HEMI Police</b> Engine: 5.7L V8 OHV 16V Transmission: 5-Speed Automatic Drive: AWD VIN: 2C3CDXKT9JH248895 Mileage: 36,646 Exterior: White Interior: Black Stock NO: R-4492	Price <b>\$24,995</b> SHOW ME THE CARFAX 1 OWNER VIEW DETAILS
	<b>2020 Dodge Durango Pursuit AWD 3.6L V6</b> Engine: 3.6L V6 DOHC 24V Transmission: 8-Speed Automatic Drive: AWD VIN: 1C4RDJFG6LC442483 Mileage: 37,327 Exterior: Black Interior: Black Stock NO: R-4208	Price <b>\$23,795</b> CARFAX 1 OWNER FAIR VALUE VIEW DETAILS

Many departments depreciate and take their vehicles out of service based on age, regardless of miles. This enables us to purchase vehicles with very low miles, despite being 4-6 years old at significant savings. These vehicles are a perfect example of this practice and the savings that can be realized. You will note that the total price on these totals about \$74,000. Because we are buying three, they are offering free delivery (an \$1800.00 savings) and significant discounts to keep us at \$70,000. This the

largest dealer of used police vehicles in the country serving departments all over the nation. We have researched several sources; however, reputation and pricing make this retailer a standout.

Once these vehicles are put into service, we will auction three Ford Explorers with mechanical issues and extremely high mileage. These vehicles should bring \$12,000 – \$15,000 at auction which will be returned to the General Fund.

Finally, I have attached our 10-year vehicle replacement proposal for reference. Thank you for your consideration.

RESOLUTION NO. 24-110

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

*WHEREAS*, The daily operations of the Police Department requires replacing aged, high mileage police vehicles; and

*WHEREAS*, Police Chief Leavitt is recommending the purchase of three (3) used patrol vehicles in the amount of Seventy Thousand Dollars and no/100ths (\$70,000); and

*WHEREAS*, The three (3) vehicles 2018 AWD Dodge Charger with 35k miles, 2018 AWD Dodge Charger with 36k miles and a 2020 AWD Dodge Durango with 37k miles; and

*WHEREAS*, The vehicles will need safety equipment installed and decals place with the estimated cost of Twenty Thousand Dollars and no/100ths (\$20,000) per vehicle; and

*WHEREAS*, Budget Authority is available in Capital Outlay-Vehicles GL # 01-31-32-59-960 to complete the purchase and equipment installation.

*NOW, THEREFORE, BE IT RESOLVED*, by the Mayor and City Council of Alliance, Nebraska, authorizes the purchase of three (3) used patrol vehicles in the total amount of Seventy Thousand Dollars and No/100ths (\$70,000) and the equipment installation in the amount of Twenty Thousand Dollars and no/100ths (\$20,000) per vehicle.

*BE IT FURTHER RESOLVED*, that the City Council is authorizing the purchase from Capital Outlay- Vehicles Account No. 01-31-32-59-960 to allow for the purchase and equipment installation not exceeding the total amount of One Hundred Thirty Thousand Dollars and no/100ths (\$130,000).

PASSED AND APPROVED this 15th day of October, 2024.

(SEAL)

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

Attest: \_\_\_\_\_

Shelbi C. Pitt, City Clerk

Approved as to Form and Legality:

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

# 10 YEAR VEHICLE REPLACEMENT PLAN

## Alliance Police Department

Description of Vehicle to be Replaced.

Year of anticipated replacement with associated cost. Cost allows for 3% Inflation per Year! In subsequent years.

Decal Number	Year	Make	Model	Mileage	Mechanical Issues	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	TOTAL 10 YEAR COST
101	2017	Ford	Explorer	82109					40977							
102	2020	Ford	Explorer	45669						42206						
103	2016	Chev	Tahoe	87512					40977							
104	2014	Ford	Taurus	Unknown	Engine Blown	37500						44776				
106	2015	Ford	Taurus	141476									46119			
106	2020	Ford	F150	35028			38625				43472					
107	2016	Ford	Explorer	152524	Engine Tick		38625						46119			
108 (Travel Car)	2012	Ford	Fusion	135551				39784							47503	
109	2013	Ford	Taurus	121295	Transmission Issue		38625							45119		
110	2013	Ford	Explorer	95328	No Police Equipment	37500						44776				
111	2013	Ford	Taurus	143501	No Police Equipment	37500						44776				
112	2017	Dodge	Charger	61618						42206						
114 (Travel Car)	2012	Ford	Fusion	58947						42206						
115	2013	Ford	Explorer	110909	Transmission Slipping			39784							47503	
116 (SAC)	2018	Ford	Explorer	27000							43472					
117	2012	Chev	Silverado	80799					40977							
118 (Codes)	2000	Ford	Taurus	56574						42206						
119	2014	Ford	Explorer	117250	Transmission Slipping	37500							44776			
120	2015	Ford	Explorer	112759				39784								
121	2013	Ford	Taurus	106814	Won't Start		38625							46119		
122	2012	Chev	Tahoe	113471					40977							
123	2017	Chev	Tahoe	128975				39784								
124	2017	Chev	Tahoe	114000							43472					
125	2015	Dodge	Durango	95000							43472					
<b>TOTAL</b>						150000	154500	159136	163908	168824	173888	179104	184476	95006	0	1428842

# Narrative

## October 15, 2024



### **RESOLUTION - Sign agreement with StreetScan USA Inc. for data collection, processing, reporting and work order program.**



Over the past two years the Street Department has been working with StreetScan USA to collect and process data related to the condition and maintenance of city streets. The data collection process includes the use of a collection vehicle to obtain the condition of the road surfaces in the community. Once the information is collected it is analyzed by an AI data processing program (StreetLogix). This includes mapping and condition assesment of all assets compiled by the data collection

vehicle. This has been key in the prioritizing of street projects and organization of future infrastructure needs. Staff is recomending the implementation of this program on a wider scale than what has been used in the past. This overall project obtains the condition of the road with hi-resolution cameras and classifies them in a management program for future planning. Staff is also reusing this process for the condition assesment of our sidewalks. Streetscan USA is also capeable of a work order and asset management program for use in multiple departments. The agreement for Council consideration includes the following:

- Scan car data collection and data processing
- Pavement project management and GIS coordination
- Scooter data collection for sidewalk assessment and data processing
- Sidewalk condition management
- Work order program for Water/Sewer/Streets department asset management

**RECOMMENDATION: APPROVE AGREEMENT WITH STREETSCAN USA FOR DATA COLLECTION AND PROCESSING IN THE AMOUNT OF 72,667.00.**

RESOLUTION NO. 24-111

*WHEREAS*, The City of Alliance maintains the Streets and Rights of Way within the City;

*WHEREAS*, The City of Alliance Street Department has been working with StreetScan USA to collect and process data related to the condition and maintenance of city streets; and

*WHEREAS*, The City is requesting that an agreement be entered with StreetScan USA for Data Collection and Processing; and

*WHEREAS*, Staff is recommending the implementation of this program on wider scale to help with future planning.

*WHEREAS*, StreetScan USA has provided an agreement for the data collection and processing in the amount of (\$72,667) Seventy-Two Thousand Six Hundred Sixty-Seven Dollars and No/100s.

*NOW, THEREFORE, BE IT RESOLVED*, by the Mayor and City Council of Alliance, authorizes the Mayor to sign the agreement with StreetScan USA, Inc. in the amount of \$72,667.00 Seventy-Two Thousand Six Hundred Sixty-Two Dollars and No/100s., to be paid from Account No. # 24-41-41-44-479.

PASSED AND APPROVED this 15<sup>th</sup> day of October, 2024.

(SEAL)

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

Attest: \_\_\_\_\_

Shelbi C. Pitt, City Clerk

Approved as to Form and Legality:

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

AGREEMENT FOR SERVICES  
BY AND BETWEEN

STREETSCAN USA INC.  
AND

CITY OF ALLIANCE, NEBRASKA

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Alliance, NE, with offices at 324 Laramie Ave, Alliance, NE 69301 hereinafter called the MUNICIPALITY and STREETSCAN USA INC., with offices at 603 Salem Street, Wakefield, MA 01880, hereinafter called STREETSCAN (together the "PARTIES").

WITNESSETH, for the consideration hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1 - ENGAGEMENT OF STREETSCAN

The MUNICIPALITY hereby engages STREETSCAN, and STREETSCAN hereby accepts the engagement to perform certain pavement inspection and management services for the MUNICIPALITY.

ARTICLE 2 - SCOPE OF SERVICES

The Scope of Services will be performed in accordance with STREETSCAN'S proposal to the MUNICIPALITY submitted the 1st day of February 2024 (herein referred to as the "PROJECT") attached hereto as Exhibit C and showing a list of purchased services in the table in section 5.1.

This AGREEMENT represents the full and complete agreement between the PARTIES. Terms and conditions may be changed, or additional terms added only by written amendment to this AGREEMENT signed by both PARTIES.

ARTICLE 3 - RESPONSIBILITIES OF THE MUNICIPALITY

The MUNICIPALITY, without cost to STREETSCAN, shall do the following in a timely manner so as not to delay the services of STREETSCAN:

- 3.1 Designate in writing a person to act as the MUNICIPALITY's representative with respect to work to be performed under this AGREEMENT, such person to have complete authority to transmit instructions, receive information, interpret, and define the MUNICIPALITY's policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by this AGREEMENT.
- 3.2 The MUNICIPALITY's representative will coordinate with officials and other MUNICIPALITY employees who have knowledge of pertinent conditions and will confer with STREETSCAN regarding both general and special considerations relating to the PROJECT.

- 3.3 Assist STREETSCAN by placing at STREETSCAN'S disposal all available information pertinent to the PROJECT or requested by STREETSCAN including previous reports and other historical data relative to design or construction of the roadways in the MUNICIPALITY.
- 3.4 Arrange for access to and make all provisions for STREETSCAN to enter upon public and private lands as required for STREETSCAN to perform its work under this AGREEMENT. If the selected service contains sidewalks the MUNICIPALITY is responsible for clear access. Objects such as debris, trash, trash cans, etc. have to be removed for clear access as it will affect the quality of the service.
- 3.5 Furnish STREETSCAN all needed topographic, property, boundary and right-of-way maps. Data provided in standard GIS file formats are preferred.

We require a target road GIS layer with segmentation, either from the client or from the State DOT. If neither is available, we can create it from a list of target roads from intersection to intersection or as otherwise directed, charging STREETSCAN's standard engineering billing rates attached hereto as Exhibit A. If MUNICIPALITY requests a different segmentation after the processing has begun, results will be delayed, and STREETSCAN will charge engineering rate for implementing the segmentation change.

STREETSCAN will use MUNICIPALITY's pavement maintenance methods and pricing for the pavement maintenance plan, if it is provided by the end of the data collection. Otherwise we'll use our default pavement maintenance methods and pricing. Subsequent changes are billed at STREETSCAN's standard engineering billing rates.

- 3.6 Cooperate with and assist STREETSCAN in all additional work that is mutually agreed upon.
- 3.7 Pay STREETSCAN for work performed in accordance with the terms specified herein.

#### ARTICLE 4 - TIME OF PROJECT

STREETSCAN will initiate work under this AGREEMENT following formal acceptance of this AGREEMENT by the MUNICIPALITY. STREETSCAN agrees to provide services described herein in a timely manner. The PARTIES recognize that the services being provided by STREETSCAN are subject to impact by weather, labor, fire, construction, and technological issues that may cause delays during the pavement inspection period. STREETSCAN agrees to use its best efforts to avoid delays.

#### ARTICLE 5 - PAYMENTS TO STREETSCAN

- 5.1 Fees. For services performed under this AGREEMENT, the MUNICIPALITY agrees to pay STREETSCAN the total amount set forth in the Sales Order attached hereto as Exhibit B, subject to the revisions directed by paragraph 5.2, based on those services selected by the MUNICIPALITY as set forth in the Sales Order after review of the proposal.

- 5.2 Reconciliation. The parties hereby acknowledge that the total amount set forth in Exhibit B may be subject to adjustment based on the actual quantities surveyed, which will not be known until STREETSCAN'S field work is complete. MUNICIPALITY agrees to pay for all services set forth in Exhibit B based on the actual quantities surveyed, whether more or less than set forth above or estimated in the proposal.
- 5.3 Monthly Payment. Fees for this PROJECT shall be billed monthly as they accrue based upon the services performed or other agreed upon milestones. The MUNICIPALITY agrees to make payment to STREETSCAN upon receipt of the monthly invoice.
- 5.4 Remedies. If the MUNICIPALITY fails to make any payment due STREETSCAN for services and expenses within thirty (30) days after receipt of STREETSCAN's statement therefor, STREETSCAN may, after giving seven (7) days' written notice to the MUNICIPALITY, suspend services under this AGREEMENT. Unless payment is received by STREETSCAN within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, STREETSCAN shall have no liability to the MUNICIPALITY for delay or damage caused the MUNICIPALITY because of such suspension of services.
- 5.5 Costs of Collection. The MUNICIPALITY agrees to pay all collection related costs that STREETSCAN incurs enforcing the terms of this AGREEMENT, including attorney's fees.

## ARTICLE 6 - GENERAL PROVISIONS

### 6.1 Standard of Care

The services provided by STREETSCAN shall be performed in accordance with generally accepted professional practice consistent with that degree of skill and care ordinarily exercised by similar professionals performing similar services under the same or similar circumstances and conditions. STREETSCAN makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder.

### 6.2 Risk Allocation/Limitation of Liability

6.2.1 STREETSCAN is not responsible for any delay, disruption or liabilities caused by the failure or the inability of any state, federal, local, or other authority to review or take other appropriate action on a timely basis with respect to services performed by STREETSCAN under this AGREEMENT.

6.2.2 STREETSCAN shall be liable only to the extent that its gross negligence is the proximate cause of any injury or damage to the MUNICIPALITY. In the event that STREETSCAN is adjudicated or otherwise found to be jointly negligent, STREETSCAN'S liability shall be limited to the proportion or degree of its actual negligence, and recovery against STREETSCAN shall be limited to STREETSCAN'S percentage share of the joint negligence as applied against the total amount recoverable.

### 6.3 Dispute Resolution

This Agreement shall be deemed to have been made in Nebraska and the validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the substantive law of Nebraska, excluding, however, such laws as pertain to conflicts of law. STREETSCAN and the MUNICIPALITY forever renounce and waive their right to a trial by jury with respect to any demand, claim or counterclaim arising under this Agreement. Except for claims for injunctive relief, STREETSCAN and the MUNICIPALITY agree that all other claims, disputes and controversies between them arising under this Agreement shall be finally resolved by binding arbitration conducted by the American Arbitration Association, or such other person or arbitration service as the parties mutually agreed upon. Either STREETSCAN or the MUNICIPALITY may demand arbitration by providing the other party 10 days' notice that notifying party is filing for arbitration. All arbitration proceedings will take place in Nebraska. The arbitrator(s) may grant compensatory damages and costs to the prevailing party (but not punitive or exemplary damages) and that the costs of arbitration shall be borne equally by STREETSCAN and the MUNICIPALITY, except that STREETSCAN and the MUNICIPALITY shall bear their own attorneys' fees. This right to arbitration will not preclude or affect in any manner the rights of STREETSCAN to equitable relief hereunder.

### 6.4 Governing Law

The AGREEMENT shall be governed by and interpreted in accordance with the laws of the State of Nebraska.

### 6.5 Comprehensive General Liability Insurance

STREETSCAN shall secure and maintain, for the duration of this PROJECT, the following Comprehensive General Liability Insurance policy or policies at no cost to the MUNICIPALITY.

With respect to the operations STREETSCAN performs STREETSCAN shall carry:

Comprehensive General Liability Insurance providing a combined single limit of One Million Dollars (\$1,000,000) for bodily injuries, death, and property damage to others with a Two Million Dollars (\$2,000,000) General Aggregate.

### 6.6 Automobile Liability Insurance

STREETSCAN shall secure and maintain for the duration of this PROJECT, Automobile Liability Insurance covering the operation of all motor vehicles, including those hired or borrowed, used by STREETSCAN in connection with this AGREEMENT, in the following amount:

6.6.1 Not less than Five Hundred Thousand Dollars (\$500,000) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total limit of Five Hundred Thousand Dollars (\$500,000) for all damages

arising out of bodily injuries to or death of two or more persons in any one accident or occurrence, and

6.6.2 Not less than One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property in any one accident or occurrence.

6.7 Workers Compensation Insurance Coverage

6.7.1 STREETSCAN shall maintain statutory Worker's Compensation insurance coverage for all of its employees at the PROJECT as required by the Commonwealth of Massachusetts.

6.7.2 If the MUNICIPALITY is located outside of the Commonwealth of Massachusetts, STREETSCAN agrees to obtain statutory Worker's Compensation insurance coverage for all of its employees at the PROJECT, if any, as required by the laws of the state where the work is performed.

6.8 Non-Discrimination In Employment – STREETSCAN

STREETSCAN agrees and certifies that in providing the services described herein, it shall not discriminate against any employee or applicant because of race, color, religion, age, sex, sexual orientation, or national origin. STREETSCAN further agrees to be bound by and abide by any and all applicable governmental regulations pertaining to non-discrimination.

6.9 Precedence

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding STREETSCAN'S services.

6.10 Severability

If any of these Standard Terms and Conditions shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this AGREEMENT to replace any such invalid or unenforceable provision with a valid enforceable provision that comes as close as possible to the intention of the stricken provision.

6.11 Survival

ARTICLE 6 shall survive the completion of services under this AGREEMENT and the termination of this AGREEMENT for any cause.

6.12 Force Majeure

Neither MUNICIPALITY nor STREETSCAN shall be considered in default in the performance of its obligations hereunder if such obligations were prevented or delayed by any cause beyond the reasonable control of the party which include, but are not limited to acts of God, labor disputes, or civil unrest.

The party affected by force majeure shall inform the other parties in writing regarding the particulars of the event of force majeure, and shall, within fifteen (15) days from the occurrence of such event, provide a report to the other parties explaining the reason for which the obligations cannot be performed in whole or in part and delayed performance is necessary and the proposed remedy.

#### ARTICLE 7 - TERMINATION

- 7.1 Subject to the terms set forth in Article 5.5 above, the obligation to provide further services under this AGREEMENT may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- 7.2 If the PROJECT is suspended or abandoned in whole or in part for more than three months, STREETSCAN shall be compensated for all services performed prior to receipt of written notice from the MUNICIPALITY of such suspension or abandonment, together with other direct costs then due and all Termination Expenses as defined in Paragraph 7.3. If the PROJECT is resumed after being suspended for more than three months, the PARTIES agree that STREETSCAN'S compensation shall be adjusted to the market rates for the services selected by the MUNICIPALITY at the time the PROJECT is resumed.
- 7.3 In the event of termination by the MUNICIPALITY under Paragraph 7.1 upon the completion of any phase of the PROJECT, progress payments due STREETSCAN for services rendered through such phase constitute payment for such services. In the event of any such termination, STREETSCAN will be paid for all unpaid services and unpaid other direct costs, plus all Termination Expenses. Termination Expenses means additional other direct costs directly attributable to termination, which, if termination is at the MUNICIPALITY'S convenience, shall include an amount computed as 10 percent of total compensation for the PROJECT earned by STREETSCAN to the date of termination.

#### ARTICLE 8 - OWNERSHIP AND USE OF DOCUMENTS

- 8.1 MUNICIPALITY shall retain ownership of all processed work product including, but not limited to, field data, analyses, calculations, notes and other records relating to the project prepared by STREETSCAN.
- 8.2 Following delivery of final results, MUNICIPALITY will be able to access all results for a period of one year from the date of delivery. MUNICIPALITY will be able to export the data at any time. STREETSCAN agrees to maintain the MUNICIPALITY'S web-based Streetlogix portal for their access and will maintain a backup version of the data onsite and through cloud-based services. MUNICIPALITY'S initial license for this access is active for 1 year and sold with the initial proposal.

8.3 At the conclusion of the one-year period referenced in 8.2, MUNICIPALITY has the option to renew its access subscription on an annual basis. Renewals are good for one (1) year and must be paid in a one-time payment made at the beginning of the renewal term. STREETSCAN reserves the right to withhold access pending receipt of the renewal payment. Renewal pricing is based on the surveyed lane miles and is subject to adjustment for inflation based on the most recent annual Consumer Price Index for All Urban Consumers (CPI-U) in the Alliance, NE area. Any and all renewals will be handled by the execution of an additional subscription agreement. The renewal period will not begin until payment is received by STREETSCAN. Renewals may be made as long as the MUNICIPALITY desires access to the data. Non-payment of the renewal notice, once the renewal has begun, will lead to removal of the web-based portal from STREETSCAN'S server and termination of MUNICIPALITY'S access to their data.

ARTICLE 9 – CONFIDENTIALITY

MUNICIPALITY agrees not to disclose any of STREETSCAN'S confidential or proprietary information to any person unless requested in writing from STREETSCAN and approved in writing by STREETSCAN, and agrees to bind its employees, officers, and agents to this same obligation.

ARTICLE 10 – SOLE REMEDY

Notwithstanding anything to the contrary contained herein, MUNICIPALITY and STREETSCAN agree that their sole and exclusive claim, demand, suit, judgment, or remedy against each other shall be asserted against each other's corporate entity and not against each other's shareholders, directors, officers, or employees.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first above written.

ACCEPTED FOR  
STREETSCAN USA INC.

CITY OF ALLIANCE, NE

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT A**

<b>TITLE</b>	<b>RATES</b>
Senior Leadership	\$300.00
Project Sponsor	\$250.00
Project Manager	\$250.00
Senior Engineering Manager	\$250.00
Data Collection - Team Leader	\$150.00
Data Processing - Team Leader	\$150.00
GIS Services - Team Leader	\$150.00
Quality Control - Team Leader	\$150.00
Quality Control Technician	\$110.00
Senior Field Technician	\$95.00

Exhibit B

**SALES ORDER | PAVEMENT SERVICES**

Sales Order Number

#N/A

Municipality

Alliance, NE

Sales Rep

Ken Peterson

Agreement for Services Date



PAVEMENT MANAGEMENT				
	SERVICES INCLUDED	CENTERLINE MILES	\$/mi	TOTAL
Pavement Management Services	ScanCar Data Collection	67 mi	\$200	\$13,400
	Data Processing			
	Data Delivery			
Mobilization & Setup Cost			<fixed>	\$7,650
<b>TOTAL</b>				<b>\$21,050</b>
GIS Coordination Fee				<b>\$1,000</b>
<b>TOTAL PAVEMENT SERVICES SELECTED</b>				<b>\$22,050</b>

**PAYMENT TERMS**

UPON COMPLETION OF	PROGRESS PAYMENT	OF FEES FOR	NET PAYMENT
ScanCar Data Collection	100%	Mobilization & Setup Cost	\$7,650
ScanCar Data Collection	50%	Pavement Management Services	\$6,700
Data Processing	40%	Pavement Management Services	\$5,360
Data Delivery	10%	Pavement Management Services	\$1,340
GIS Coordination Fee	100%	GIS Coordination Fee	\$1,000
<b>TOTAL PAVEMENT SERVICES SELECTED</b>			<b>\$22,050</b>

ACCEPTED FOR:  
**STREETSCAN USA INC**

ACCEPTED BY:  
**Alliance, NE**

Jon-Erik Dillon, CEO

Date:

Date:

Exhibit B

**SALES ORDER | SIDEWALK SERVICES**

Sales Order Number

#N/A

Municipality

Alliance, NE

Sales Rep

Ken Peterson

Agreement for Services Date



**SIDEWALK MANAGEMENT**

	SERVICES INCLUDED	SIDEWALK MILES	\$/mi	TOTAL
Sidewalk Management Services	ScanCart Data Collection	70 mi	\$259	\$18,130
	Data Processing			
	Data Delivery			
Mobilization & Setup Cost		<fixed>		\$10,687
<b>TOTAL</b>				<b>\$28,817</b>
	UNIT	QTY (est)	\$/unit	TOTAL
ADA Sidewalk widht	S-Miles	70	\$40	\$2,800
<b>TOTAL - A LA CARTE Services</b>				<b>\$2,800</b>
<b>TOTAL SIDEWALK SERVICES SELECTED</b>				<b>\$31,617</b>

**PAYMENT TERMS**

UPON COMPLETION OF	PROGRESS PAYMENT	OF SERVICE	PAYMENT AMOUNT
ScanCart Data Collection	100%	Mobilization & Setup Cost	\$10,687
ScanCart Data Collection	50%	Sidewalk Management Services	\$9,065
Data Processing	40%	Sidewalk Management Services	\$7,252
Data Delivery	10%	Sidewalk Management Services	\$1,813
ADA Sidewalk widht	100%	ADA Sidewalk widht	\$2,800
<b>TOTAL SIDEWALK SERVICES SELECTED</b>			<b>\$31,617</b>

ACCEPTED FOR:  
STREETSCAN USA INC

ACCEPTED BY:  
Alliance, NE

Jon-Erik Dillon, CEO

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

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

Exhibit B

**SALES ORDER | STREETLOGIX SERVICES**

Sales Order Number  
 Municipality  
 Sales Rep  
 Agreement for Services Date

Alliance, NE  
 Ken Peterson



STREETLOGIX			
	SERVICES INCLUDED	POPULATION	TOTAL
<b>WORK ORDER MANAGEMENT</b>	Annual Software License	8,900	\$9,000
Annual Data Maintenance		<fixed>	\$1,500
Implementation Fee WO & Viewer			\$8,500
<b>TOTAL</b>			<b>\$19,000</b>
<b>High Res Sidewalk Viewer</b>	<b>Annual Software License</b>		<b>\$750</b>
<b>360 Imagery Viewer</b>	<b>Annual Software License</b>		<b>\$750</b>
Data Hosting & Support		1	\$500
<b>TOTAL STREETLOGIX SERVICES SELECTED</b>			<b>\$21,000</b>

**PAYMENT TERMS**

UPON COMPLETION OF	PROGRESS PAYMENT	OF SERVICE	PAYMENT AMOUNT
Execution of License Agreement	50%	WORK ORDER MANAGEMENT	\$4,500
Software Implementation	50%	WORK ORDER MANAGEMENT	\$4,500
Software Implementation	100%	Annual Data Maintenance	\$1,500
Implementation Fee	100%	Implementation Fee	\$8,000
Data Hosting & Support	100%	Data Hosting & Support	\$500
<b>TOTAL STREETLOGIX SERVICES SELECTED</b>			<b>\$19,000</b>

ACCEPTED FOR:  
**STREETSCAN USA INC**

Jon-Erik Dillon, CEO

Date:

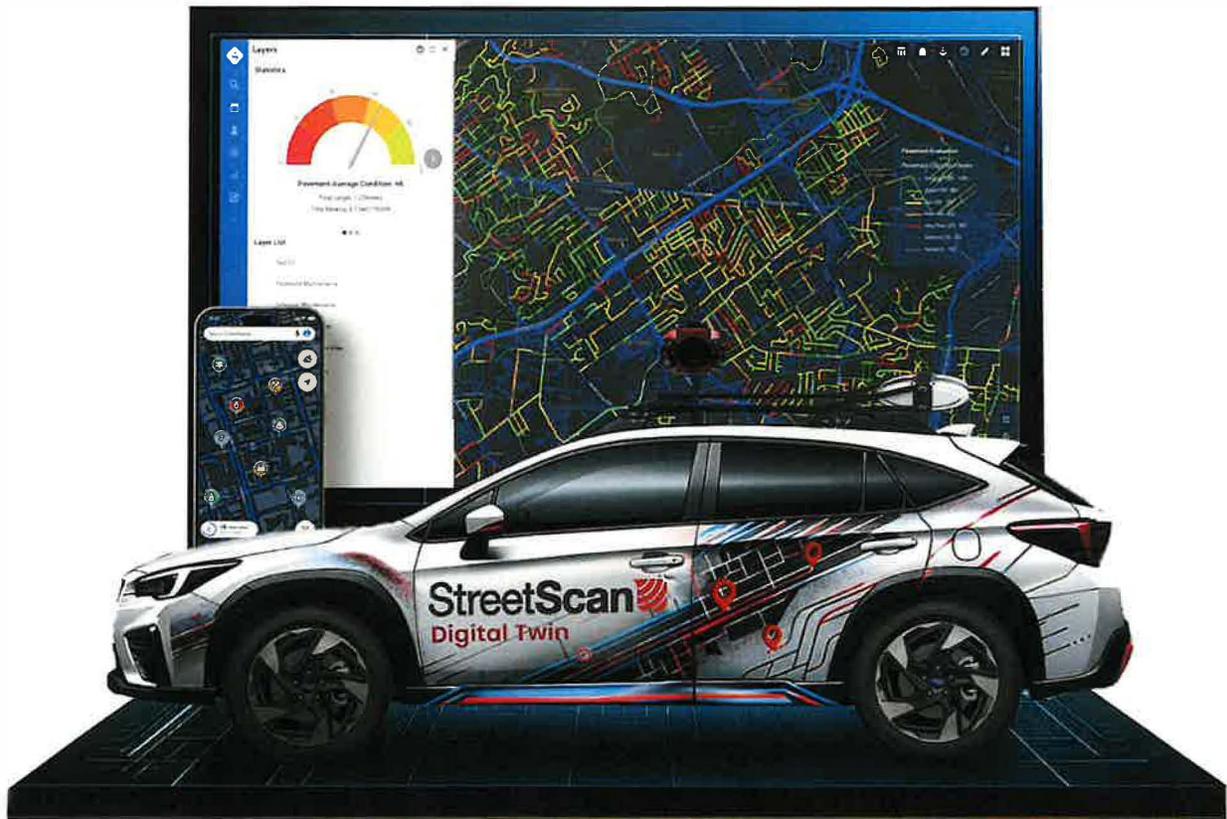
ACCEPTED BY:  
**Alliance, NE**

Date:

Exhibit C

StreetScan 

 streetlogix



## Pavement and Work Order Proposal

The City of Alliance, NE

February 1, 2024



## **Proposal for the Alliance, NE**

**Prepared for:**

**Ross Grant**

**Public Works Director**

**City of Alliance, NE**

324 Laramie Ave

Alliance, NE, 69301

308-762-1907

**Prepared by:**

**StreetScan Inc.**

605 Salem Street

Wakefield, MA 01880

617.399.8236

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NEW IN 2024! DIGITAL TWIN TECHNOLOGY .....	ERROR! BOOKMARK NOT DEFINED.
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**Pavement and Asset Management Proposal**  
Alliance, NE

---

February 1, 2024

Ross Grant, Public Works Director  
City of Alliance, NE  
324 Laramie Ave.  
Alliance, NE 69301

Thank you for your interest in StreetScan. Municipalities worldwide are faced with aging infrastructure and limited budget resources to repair and maintain them. Having the ability to monitor the health of your street network utilizing comprehensive and repeatable data, collected via vehicles equipped with imaging systems allows your staff to optimally allocate repair and maintenance budgets. This is now made possible in an affordable, objective way utilizing StreetScan's advanced mobile sensing vehicles and Streetlogix cloud-based asset management software.

Our service offering includes:

- Data Collection: automated vehicle survey of paved CL miles.
- Data Processing of Right-of-Way transportation infrastructure condition.
- Data Visualization: pavement monitoring system including StreetScan's Pavement Rating (PCI) and IRI Report.
- Pavement Management Planning: maintenance and budget options, suggestions and scenarios; via our optional cloud-based software Streetlogix.

Also available (see Appendices for more details):

- 360° Imagery Viewer
- Infrastructure Digital Twins
- Optional asset extractions including pavement markings, traffic signs, sidewalks, curbs, trees, etc.

On behalf of the team at StreetScan, we are pleased to submit this proposal for your review. We strive to be as accurate as possible in our initial projections and cost estimates and look forward to meeting with you soon to discuss any questions you may have.

Yours truly,



Ken Peterson  
Senior Account Manager

## 1. ABOUT US

At StreetScan/Streetlogix, we come to work each day because we want to solve our clients' biggest problems when it comes to managing their street assets. We have a Smart City Service Offering that provides clients with an intelligent, objective, and affordable way to manage those assets.

Throughout the history of business, people have used data to make more informed decisions. Streetlogix enables exactly this for our municipal clients.

Municipalities no longer must spend months working within complicated excel spreadsheets. Now, they can leverage the power of AI to improve their decision-making abilities with a few clicks of the mouse.

StreetScan made a name for itself when it received an \$18 Million dollar U.S. federal grant to develop a new sensing and analytics platform to monitor roads. At the time, this was a 5-year Research project overseen by Northeastern University. Throughout this five-year process, the group worked with numerous Boston area municipalities in perfecting the service offering. In 2015, StreetScan spun out of Northeastern and since then has been offered commercially across the U.S. & Canada.

The StreetScan Smart City Service Offering combines critical transportation infrastructure assessments with the leading industry pavement and asset management platform, saving our clients time and money. Our data collection vehicles, ScanCars and E-scooters, enable municipalities to extract and monitor critical assets such as sidewalks, streets, traffic signage, pavement markings, and other transportation infrastructure assets.

The robust and highly customizable, AI and web-based GIS asset management platform, Streetlogix, has changed the landscape in the industry. Municipalities can now optimize their budget within a user-friendly GIS environment. The system provides objective information on the current state of their infrastructure and makes maintenance and repair recommendations, including prioritization of sidewalk projects. Using unparalleled data visualization and budget optimization tools, our clients have created defensible data-driven Capital Improvement Plans while successfully justifying their budgeting requests. Plus, our Work Order Module has helped municipalities go from inefficient in-house emailing systems and spreadsheets to an easy-to-use platform that allows users to effectively schedule, track, and manage all work orders at the office and in the field.

StreetScan has grown to service over 280 customers throughout the U.S. and Canada. To date, we have assessed approximately 48,500 centerline miles of road, 9,750 miles of sidewalk, and 55,000 ramps. With a team of 50+ professionals stationed throughout two countries, we continue to expand and grow, bringing on new municipal customers all over North America.

**The company continues to innovate, and recently received its first XenoTrack road lidar system from XenomatiX, a pioneer in true-solid-state lidar technology. With the adoption of the XenoTrack system, StreetScan is set to innovate road inspection practices. Leveraging state-of-the-art lidar technology, StreetScan can now conduct road assessments on a larger scale while simultaneously streamlining costs and minimizing inspection times.**

As our customers' needs evolve, so do our services and resources. StreetScan will change how you maintain your infrastructure assets – for the better and for the future.

## 2. OUR TEAM



**Ken Peterson – Senior Account Manager** – Ken is an experienced Sales Professional with 25 years of sales and sales management under his belt. He's been working with Municipalities in the Midwest US for the last seven years in the areas of Enterprise Asset Management and Citizens Engagement software. Ken is a graduate of the University of Nebraska at Omaha and resides in Nebraska.



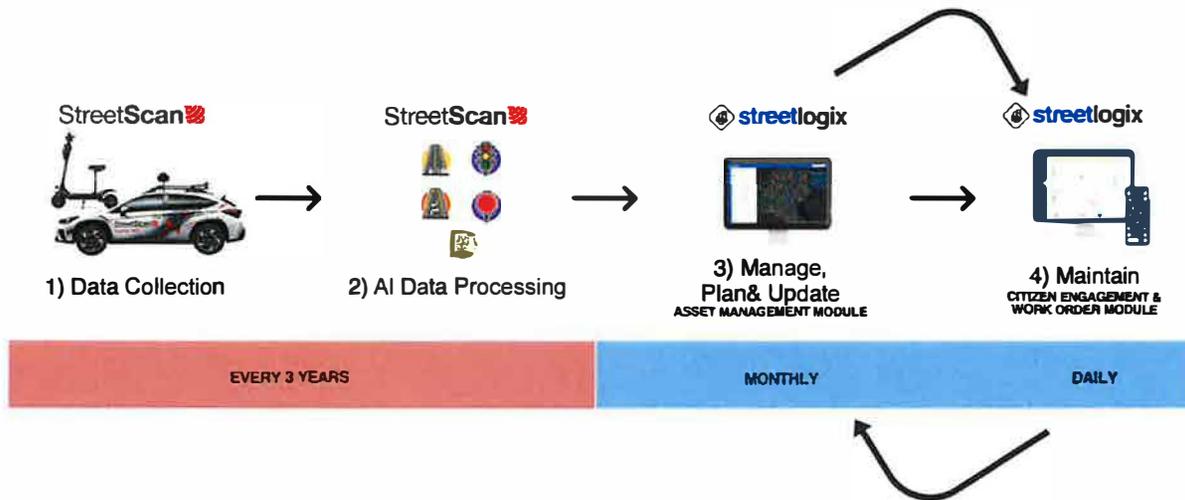
**Ahmad Hassan – Director of Operations** – At StreetScan, Ahmad is responsible for overseeing our North American operations and ensuring our customers' needs are met. Ahmad graduated from The Lebanese American University with an MBA in Business Management as well as a BS in Computer Science and gathered over 20 years of experience in the world of IT, most of which was in the GIS field. He co-founded Orion Middle East, a leader in the GIS mapping industry working throughout the Middle East region and consulted for several IT and GIS projects. Prior to joining StreetScan, Ahmad created iCare, a management system designed for schools and daycares currently in use in 15 countries around the world.



**Chris Hahn – Director of Customer Success** – Chris works closely with our customers throughout their implementation of Streetlogix and on-going customer care, helping to ensure that clients reach their goals for integrating asset management technologies to enhance their operations. Chris brings over 16 years of progressive experience in the software industry, most recently focusing on municipal enterprise level software solutions. Chris is primarily responsible for streamlining business operations, using his vast experience to ensure that consistent delivery and client satisfaction are the cornerstones of our customer's experience. Using his business analyst background, Chris is well positioned to understand customers' needs and goals to help tailor solutions that optimize their operations and workflows.

### 3. THE STREETSCAN/STREETLOGIX SYSTEM

StreetScan's vehicle-based data collection and cloud-based asset and work order management platform optimize your road budget and provide user-friendly analytics about the status of your street assets.



#### Data Collection/Processing

StreetScan's vehicles equipped with imaging systems detect pavement & sidewalk surface distresses without interrupting traffic flow.

Optimized algorithms evaluate and prioritize repairs of assets, including pavement, sidewalks, traffic signs, and more.

*See Annex for more details on Data Collection.*

#### Data Management

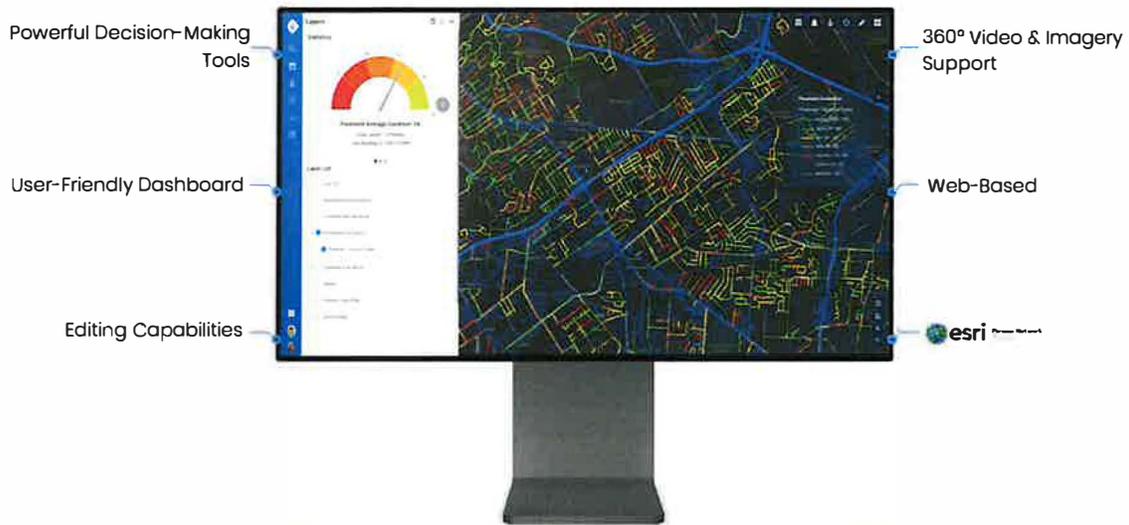
Collected data goes into Streetlogix, our unique **cloud-based software**, allowing municipalities to visualize and manage road assets to schedule maintenance within a user-friendly GIS environment.

Our Work Order module, with its easy-to-use interface, allows municipalities to schedule, track and manage work orders, both in the office and in the field.

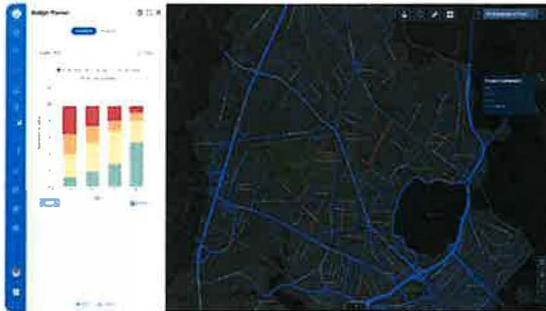
## 4. ASSET MANAGEMENT SOFTWARE

Streetlogix's **Asset/Pavement Management Module** is a cloud-based mapping, analysis, and decision-making tool for the public sector. Use it to create maps, analyze data and plan road repairs, sidewalk projects, traffic signs and right-of-way budgeting decisions. Your data and maps are stored in a secure and private infrastructure and can be configured to meet your mapping and IT requirements.

### Asset Management Key Features:



### OPTIMIZE YOUR BUDGET



### BUILD DECISION TREES



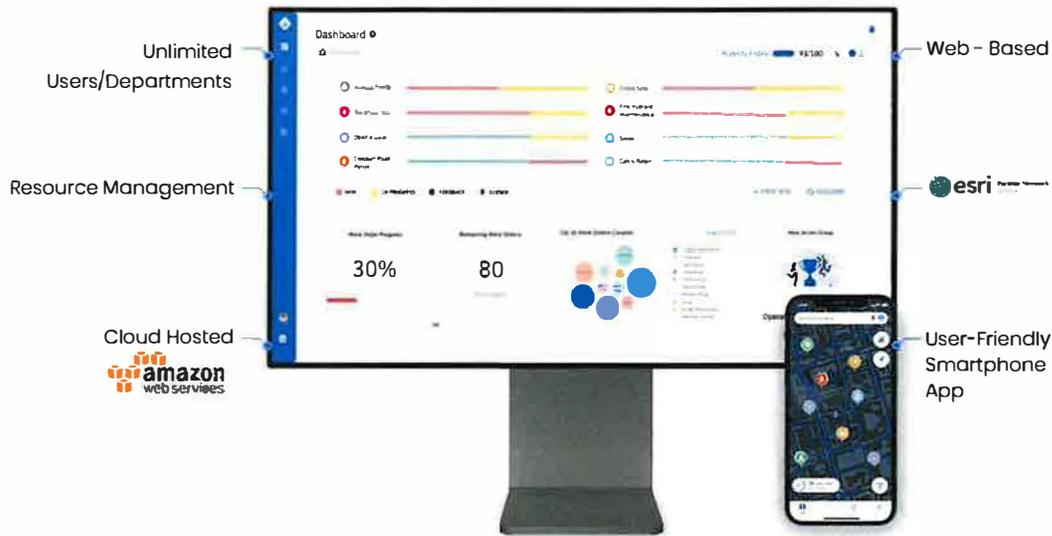
### SOFTWARE INTEGRATION

Streetlogix uses a RESTful API to integrate with your other asset management, accounting, or financial systems and ensures a seamless information flow between different systems.

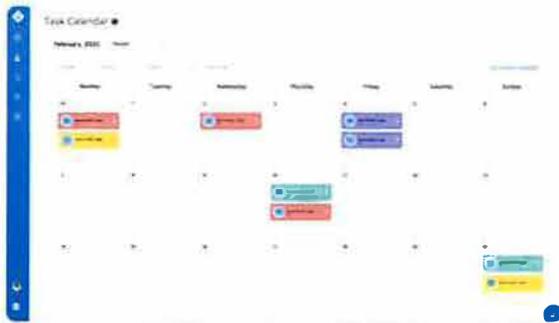
## 5. WORK ORDER MANAGEMENT SYSTEM

Streetlogix's **Work Order Management System** brings greater organization, efficiency, and accountability to your task management planning, allowing you to effectively schedule, track and manage all work orders, as well as monitor work order performance metrics in a centralized dashboard. Plus, you can track and complete work orders in the field using our app on your mobile device.

### Work Order Key Features:



### TASK CALENDAR

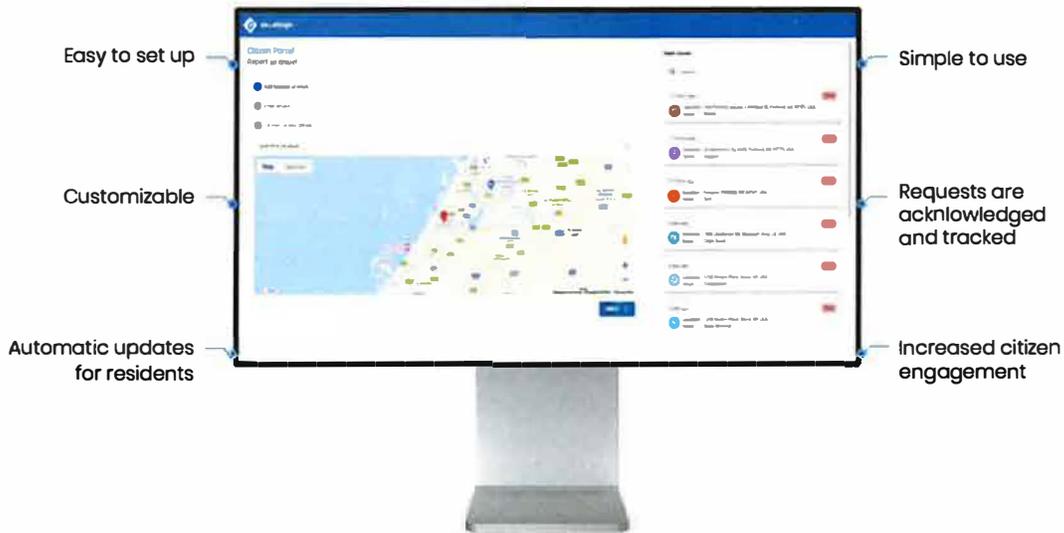


### MOBILE APPLICATION



## 6. CITIZEN ENGAGEMENT APP

Streetlogix's **Citizen Engagement App** empowers your residents to submit service requests while enabling you to easily monitor the submissions. Our 311 application ensures your residents that each request is heard, acknowledged, and tracked. It is simple to use, easy to set up, and allows automatic updates for residents on efforts to keep their community functioning. Streetlogix Citizen Engagement app helps you build a collaborative, transparent and stronger community.



*Complete work order integration*



## 7. PRICING OVERVIEW

### 7.1 DATA COLLECTION (STREETSCAN)

PAVEMENT MANAGEMENT				
	SERVICES INCLUDED	CENTERLINE MILES	\$/CL	TOTAL
StreetScan	ScanCar Data Collection	67 mi	\$180	\$12,060
	Data Processing			
	Pavement Project Management		\$20	\$1,340
	GIS Coordination Fee - Fixed	67 mi		\$1,000
Mobilization and Setup Cost				\$7,650
<b>TOTAL</b>				<b>\$22,050</b>

SIDEWALK MANAGEMENT				
	SERVICES INCLUDED	SIDEWALKS MILES	\$/MI	TOTAL
StreetScan	E-Scooter Data Collection	70 mi	\$239	\$16,730
	Data Processing (Videos & Results)			
	Sidewalk Project Management		\$20	\$1,400
	Sidewalk Width (Avg. Width – 2 Measurements)		\$40	\$2,800
Mobilization and Setup Cost				\$10,687
<b>TOTAL</b>				<b>\$31,617</b>

## 7.2 SOFTWARE (STREETLOGIX)

STREETLOGIX SOFTWARE MODULE PRICING					
 <b>streetlogix</b> MODULES	POPULATION	ANNUAL LICENSE	ANNUAL DATA	IMPLEMENTATION FEE	TOTALS
360° IMAGERY VIEWER	8,900	\$750	\$250	NA	\$1,000
HIGH RES SIDEWALK VIEWER		\$750	\$250	\$500	\$1,500
WORK ORDER		\$9,000	\$1,500	\$8,000	\$18,500
UNLIMITED USERS					

Alliance has committed to renewal of Streetlogix Asset Management License through January 31, 2025. Above modules and viewers are accessible via active Streetlogix portal.

## 7.3 OPTIONAL SERVICES AND ASSETS

One of our unique advantages is the ability for our clients to extract, assess and obtain actionable data from other Municipal assets utilizing the same data collected for the Pavement Management Survey. Below is a list of additional assets we can process from the collected data. This is set up as an a-la-carte menu so you can pick and choose the assets to meet your asset management needs.

PRODUCT	ASSETS	UNIT	QTY (EST.)	PRICE (\$/UNIT)	PRICE
<b>Assets Extracted from Imagery &amp; Additional Field Measurements</b>					
Catch Basins	Location	Catch basins	1,340	\$2	\$2,680
Manholes	Location	Manholes	2,010	\$2	\$4,020
Traffic Signs	All Signs + 4 Attributes	Sign	1,113	\$6	\$6,675
Pavement Markings	All Markings + 3 Attributes	CL-M	67	\$65	\$3,350
Sidewalk GIS Database	Sidewalk Inventory	CL-M	67	\$50	\$3,500
Curb GIS Database	Curb Inventory	CL-M	67	\$50	\$3,350
High Resolution Sidewalk Video	Sidewalk	Sidewalk-M	70	\$50	\$3,500
Other Right of Way Assets	Inquire with our Team for: Traffic Signals, Fire Hydrants, Street Lights etc.				

- All assets will be uploaded as individual GIS layers within Streetlogix
- Catch Basins are estimated at CL-M multiplied by 20
- Manholes are estimated at CL-M multiplied by 30
- All quantities are estimated. Final billing is based on actual quantities collected.

## APPENDIX A – SCOPE OF WORK AND DELIVERABLES

### ROAD AND SIDEWALK ASSESSMENT SERVICE

StreetScan offers a technology-based Pavement Management approach for continuous health monitoring of your road network. Combining years of R&D at Northeastern University, StreetScan's vehicles and cloud-based software, Streetlogix, save you time and make your repair dollars go further. We have developed a four-step process to effectively Scan, Process and Manage your road data.

#### STEP 1: DATA COLLECTION

##### Roads

Vehicle Deployed: ScanCar



StreetScan utilizes XenomatiX's solid state LiDAR Technology, XenoTrack, and 360° imaging technology to measure road defects, such as cracking, bumps, and roughness. The 360° imaging camera provides a 8' of lateral road coverage and seamless road scanning in the direction of travel at speeds up to 65 mph., supplying imagery of the road surface and Right-of-Way assets. An Inertial Measurement Unit (IMU) enabled GNSS position system provides position location, even in the event of intermittent GPS satellite coverage.

Data collected is processed to assign an overall condition rating for each road (PCI). The rating ranges from 0-100, where 0 is the worst possible road and 100 is the best.

The XenoTrack system supplies IRI values for one or more wheeltracks per segment. Our XenoTrack Road digital twin system collects 1 million points per second of the road surface using 23,500 lasers continuously blasting as we drive normal traffic speeds. The result of this is a very accurate millimeter digital twin of the road surface allowing us to automatically extract meaningful road quality data.

##### Sidewalks

Vehicle Deployed: E-Scooter



StreetScan has developed a scooter-based approach which captures all the necessary distresses. StreetScan utilizes high resolution 2D imaging technology to collect sidewalk video, and identify distresses such as cracks, surface distortions, general uplifts, and tree uplifts. A mobile phone and high-grade GPS device are used for controlling data collection.

Data collected is processed to assign an overall condition rating for each sidewalk. The rating ranges from 0-100, where 0 is the worst possible sidewalk and 100 is the best.

## STEP 2: DATA EXTRACTION

### Roads

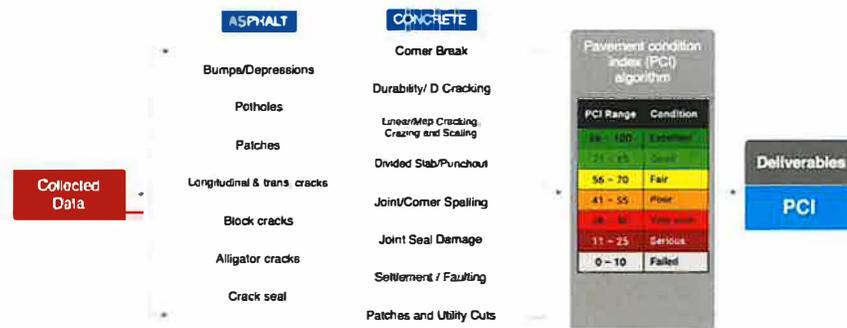
The collected data (TBs/day) is uploaded to the StreetScan server, where automated software processes the raw sensor data. Using advanced processing algorithms, the sensors' raw data is converted into meaningful parameters representing different aspects of pavement condition. Several of our key indicators are fused to determine the **StreetScan Pavement Condition Index (PCI)** for each road segment. StreetScan's GIS specialists segment the pavement evaluation data based of our clients historical street segmentation or from intersection to intersection in the absence of that data.

### Sidewalks

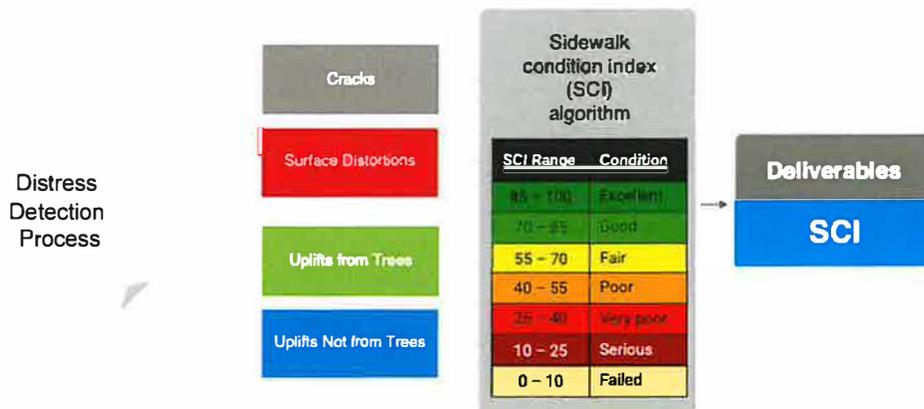
Data collected from the E-Scooter system is processed to identify the following for each sidewalk: material, quantity, location, and severity of distresses such as cracks, surface distortions, general uplifts, and tree uplifts. The distress information for each sidewalk is input to StreetScan's proprietary algorithm to calculate the sidewalk's condition rating.

StreetScan's basic approach uses a weighted failures scheme per linear distance for a given sidewalk segment. Individual failure or feature types are given various weightings depending on their contribution to perceived sidewalk condition. As an example, an uplift is considered to have more impact to the sidewalk quality than grass, so it is given a greater weighting in the rating formula.

Roads Algorithm



Sidewalk Algorithm



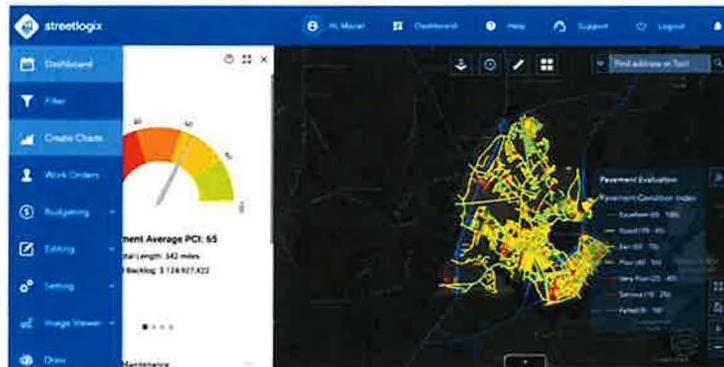
## STEP 3: DATA VISUALIZATION AND ANALYTICS

### Roads

Municipal staff will be given access to Streetlogix, our GIS web-based application, to view and analyze all collected survey data in addition to data from other sources to assist in decision making.

This provides staff an easy-to-use tool to quickly review PCI and IRI results, distress data and 360° and digital twin images along with pavement history and other data that the municipality wants to be integrated. All data is hosted in the cloud, allowing users to login from anywhere on any computer to view the results. Streetlogix has many data import and export features making it compatible with any existing GIS solution concerning asset management. Streetlogix provides powerful data visualization and management tools including 360° viewer and extensive charts and dashboards (example below).

#### Portal view: Overall stats and available layers



### Sidewalks

Municipalities are given access to our GIS web-based application, Streetlogix, to view and analyze all collected survey data in addition to data from other sources to assist in decision making.

This provides clients an easy-to-use tool to quickly review sidewalk condition results, distresses, and sidewalk images. All data is hosted in the cloud allowing users to login from anywhere on any computer to view the results. Streetlogix has many data import and export features making it compatible with any existing GIS solution. Streetlogix provides powerful data visualization and management tools including 360 viewer and extensive charts and dashboards (example below).

## STEP 4: MAINTENANCE PLANNING

### Roads

Once the inventory condition database and GIS web-app have been finalized, the work on implementing the pavement management side of the software begins. While pavement condition indicators are concerned with the current condition of the network, the management side of the process concerns itself with the analysis of condition, prediction of future condition, generation of maintenance options and pavement management scenarios. At this stage, the Client's preferred repair methods and associated costs are used to customize our Streetlogix asset management module. The results are

### Sidewalks

Once the inventory condition database and GIS web-app have been finalized, the work on implementing the sidewalk management side of the software begins. While sidewalk condition indicators are concerned with the current condition of the network, the management side of the process concerns itself with the analysis of conditions, prediction of future conditions, generation of maintenance options and sidewalk management scenarios. At this stage, the Client's preferred repair methods and associated costs are used to customize our sidewalk management modules. The results are compiled and

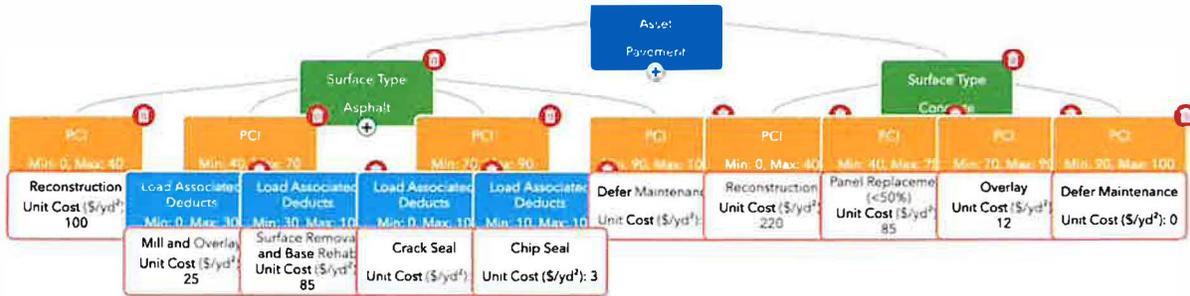
**Pavement and Asset Management Proposal**  
Alliance, NE

compiled and reported to the client in our Streetlogix software and as a digital storymap.

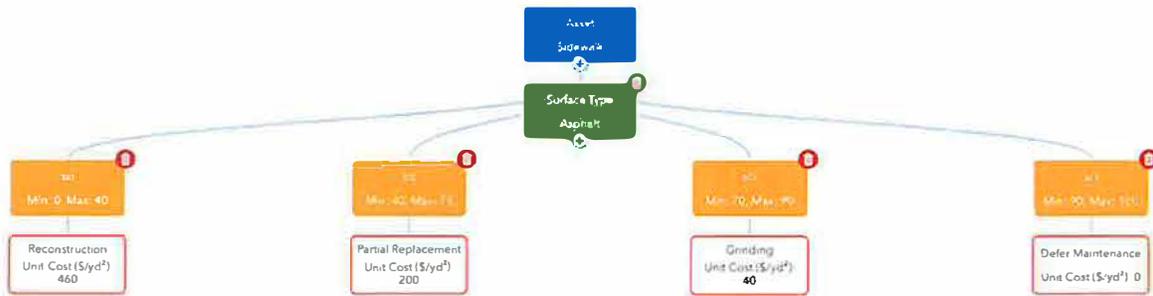
reported to the client in our Streetlogix software & digital storymap.

Our decision-trees are highly configurable and we work with staff to tailor it to ensure our AI will provide the necessary maintenance and repair suggestions. All decision trees & underlying data will be editable by staff.

**Roads:**



**Sidewalks:**



## APPENDIX B – OPTIONAL SERVICES AND ASSET COLLECTION

### 360° Imagery

Asset	Description
360° Imagery	<ul style="list-style-type: none"> <li>• Georeferenced 360 panoramic images</li> <li>• Esri-Compatible</li> <li>• .jpg format</li> </ul>

### Traffic Signage

Attributes	Description
Sign Category	Regulatory, Warning, Guide, School, Recreation, Information, General
Sign Name	Federal or State MUTCD designation or custom designation for specialized signs
GPS Location	Global Positioning System (GPS) location (+/- 5 meters)
Sign Condition	Good, Fair, Critical rating assessed through review of daytime digital images

### Pavement Markings

Attributes	Description
Category	Point Layer: Left Turn, Right Turn, Crosswalk, Lane Divider, etc. Line layer: Shoulder, Centerline, etc.
Location	Global Positioning System (GPS) location (+/- 5 meters)
Condition	<ul style="list-style-type: none"> <li>• Assessment through review of daytime digital images</li> <li>• Based on remaining visibility of marking</li> <li>• Customer segmentation is used or default as intersection to intersection</li> <li>• Rating</li> </ul> <p>"Good" No noticeable wear on paint            "Fair" Wear on paint with moderate line visibility            "Critical" Substantial and impactful wear on paint with low level of marking visibility</p>

### Catch Basins

StreetScan provides catch basin locations, determined from existing data sources (satellite imagery, Google StreetView or ScanCar images) if available. All data is provided as a GIS layer.

Deliverable:

- GIS Layer of catch basins

### Manholes

StreetScan provides location of circular manhole access points which are visible in the road imagery data. All data is provided as a GIS layer.

Deliverable:

- GIS layer of manhole locations

### **Trees**

StreetScan provides tree locations which are situated in the right of way (between Curb of Street to Edge of Sidewalk), determined from existing data sources satellite imagery, Google StreetView or ScanCar images if available. All data is provided as a GIS Layer.

Deliverable:

- GIS layer of tree location

### **Roads GIS Database**

StreetScan creates a Roads GIS Database by using a list of target roads or any State DOT database. Road segmentation will be intersection to intersection unless directed otherwise by the client. All data is provided as a GIS layer.

Deliverable:

- GIS layer of Roads segmented intersection to intersection

### **Sidewalk GIS Database**

StreetScan provides sidewalk locations, determined from existing data sources (satellite imagery, Google StreetView or ScanCar images) if available. All data is provided as a GIS layer.

Deliverable:

- GIS layer of sidewalk locations

### **Curb GIS Database**

StreetScan provides curb locations, determined from front or side facing imagery. Data is provided as a GIS layer.

Deliverable:

- GIS layer of the linear features where curbs are present

### **Sidewalk Width**

StreetScan will take 2 measurements for every sidewalk (Start & End Point) and average the width for the entire segment.

### **ADA Ramp Compliance Survey**

StreetScan's ADA ramp compliance criteria is based on both the 2010 Americans with Disabilities Act (ADA) standards

and on discussions between StreetScan and engineers from the municipality. StreetScan measures all ADA ramp slopes associated with compliance using the digital level M-D Building Products 93975 Smart Tool Adam Digital Slope Walker. In addition, StreetScan uses its E-Scooter system, equipped with a high-resolution video camera and a mobile phone with Global Positioning System (GPS). Dimension measurements, such as the width of the ADA ramp and landing area are measured using a handheld Lufkin Wheel measurement tool. All measurements are reviewed by quality control technicians and compliance is determined.

StreetScan determines ADA ramp compliance based on the measurements shown below:

Attributes	Compliance
<b>Presence of Detectable Warning Surface</b>	Yes/No
<b>Surface Condition</b>	(Good/Fair/Poor)
<b>Ramp Obstruction</b>	Yes/No
<b>Slope – Running</b>	< 4.8° (8.3%)
<b>Slope – Cross</b>	< 1.2° (2.08%)
<b>Slope – Left Flare</b>	< 5.7° (10%)
<b>Slope – Right Flare</b>	< 5.7° (10%)
<b>Slope – Street Running</b>	< 2.9° (5%)
<b>Ramp Width</b>	> 36" wide
<b>Landing compliance</b>	Landing must be present*

**If any of the above criteria is not met, the ramp is considered ADA non-compliant.**

*\*If a ramp landing is absent, it is typically not compliant. However, there is an exception to this rule. Specifically, if both ramps flares exist and their slopes are 10% or less, then it's acceptable for the landing to be absent and it's possible for the ramp to be COMPLIANT even though it's missing a landing.*

Deliverables:

- GIS Layer with ramp location & missing ramps
- Image of ramps/missing ramp:
- Compliance as per attributes above

Additional measurements beyond the scope of work for ADA compliance can be taken, if requested. Contact us for information and pricing.

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**RESOLUTION NO. 24-112**

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

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

SECTION 1. Staff has prepared amendments to disposal rates for solid waste for submission to the City Council.

SECTION 2. The City Council has received and reviewed the proposed changes and finds such changes to be in the best interest of the City of Alliance and should be therefore adopted pursuant to Sec. 28-483(a) and 28-484(a) of the Alliance Municipal Code. All such rates are hereby amended effective October 1, 2024, in the following particulars:

	<b>November 1, 2024</b>	<b>January 1, 2025</b>
<b>Rate Class</b>	<b>Existing Rate</b>	<b>New Rates</b>
Residential – City	\$25.36	\$25.36
Commercial – City (3 yard container)	126.11	126.11
Commercial – City (1.5 yard container)	64.56	64.56
<b>Disposal Fee Types</b>		
Asbestos	Not Accepted	Not Accepted
Ashes	76.11	76.11
Brush	23.89	23.89
Construction and Demolition	78.66	78.66
Contaminated Soil	128.36	128.36
Fill	20.88	20.88
Metal	28.34	28.34
Municipal Solid Waste - Residential	79.47	79.47
<b>Municipal Solid Waste - Commercial</b>	<b>75.69</b>	<b>79.47</b>
Non-baleable MSW	128.36	128.36
Shingles	78.66	78.66

Tire – Truck and Tractor	25.16	25.16
Tire – Over 16”	12.71	12.71
Tire – 15” and below	7.83	7.83
White Goods	15.70	15.70
White Goods w/Freon	39.57	39.57
Minimum Fee	11.49	11.49

SECTION 3. All other ordinances, resolutions, or policies of the City of Alliance not consistent with the amendment made herein are hereby repealed. Provided, however, that the annual adjustment as set forth in Sec. 28-483(h) and Sec. 28-484(c) of the Alliance Municipal Code shall not be repealed by this Resolution.

SECTION 4. This resolution shall go into effect as upon its passage, approval, and publication according to law, provided that rate increases shall not take effect until November 1, 2024.

PASSED AND APPROVED this 15<sup>th</sup> day of October, 2024.

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

(SEAL)

Attest: \_\_\_\_\_

Shelbi C. Pitt, City Clerk

Approved as to Form and Legality:

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

RESOLUTION NO. 24-113

*WHEREAS*, The City of Alliance operates the Alliance Municipal Golf Course; and

*WHEREAS*, The City advertised for a Golf Administrator to oversee the City's interests in the management of the Alliance Municipal Golf Course; and

*WHEREAS*, Staff and the Golf Course Advisory Board reviewed the applications and completed the process to select a Golf Administrator; and

*WHEREAS*, The City would like to offer commissions to the Golf Administrator to provide an incentive to increase course use and revenues; and

*WHEREAS*, The use of such commissions is a standard practice in the golf industry; and

*WHEREAS*, The original Commissions Agreement was agreed to by the City Council in January 2020 via Resolution 20-10; and

*WHEREAS*, An updated draft of the Commissions Agreement was requested by Jerad Palmer for Council's consideration; and

*WHEREAS*, Jerad Palmer has been successful in increasing course membership, play, and condition over the past nearly five years and the Council desires to recognize his contributions.

*NOW, THEREFORE, BE IT RESOLVED*, by the Mayor and City Council of Alliance, Nebraska, that the City Manager is authorized to sign a Commissions Agreement between Golf Course Administrator Palmer and the City of Alliance to provide for commission payments which may be earned by Mr. Palmer for professional services as part of the operation and oversight of the Alliance Municipal Golf Course.

PASSED AND APPROVED this 15<sup>th</sup> day of October 2024.

(SEAL)

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

Attest: \_\_\_\_\_  
Shelbi Pitt, City Clerk

Approved as to Form and Legality:

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

## Amended Commissions Agreement

This Commissions Agreement (“Agreement”) is entered into on \_\_\_\_\_, 2024 by and between the City of Alliance, Nebraska (the “City”) and Jerad Palmer (the “Employee”). The Employee is employed by the City. The City and Employee agree to the terms set forth in this Agreement regarding commissions which may be earned by the Employee.

### 1. Commissions:

~~a. In no event shall the Employee earn a commission on green fees, cart fees, or range fees.~~

~~a.b.~~ The Employee shall earn, subject to the terms and conditions of this Agreement, commissions in the amount of 610% of the Gross Pro Shop Revenue (“Merchandise Commission”). The “Gross Pro Shop Revenue” is defined as the total revenue received by the City, not including any taxes, for the sale of merchandise, food and drink at the City Golf Course Pro Shop during the term of Employee’s employment with the City. Only tangible goods, such as clothing and golf equipment, and gift cards that are specifically issued for clothing and golf equipment (such as those issued as prizes to tournament winners) shall be considered “merchandise” as that term is used in this Agreement. ~~In no event shall the Employee earn a commission on green fees, cart fees, or range fees.~~

~~b.c.~~ The Employee shall earn, subject to the terms and conditions of this Agreement, commissions in the amount of 100% of the Golf Lessons Revenue (“Golf Lessons Commission”). The “Golf Lessons Revenue” shall mean the revenue received by the City, not including any taxes, for golf lessons given by the Employee.

~~e.d.~~ The Employee shall earn, subject to the terms and conditions of this Agreement, commissions in the amount of 100% of the Club Repair Revenue (“Club Repair Commission”). The “Club Repair Revenue” shall mean the revenue received by the City, not including any taxes, for golf club repair services conducted by the Employee.

~~d.e.~~ Merchandise Commission, Golf Lessons Commission, and Club Repair Commissions are referred to collectively in this Agreement as “Commissions.”

2. **Timing of Commissions:** A Merchandise Commission shall be deemed earned by the Employee at the time the City receives payment for the merchandise sold. A Golf Lessons Commission shall be deemed earned by the Employee at the time the City receives payment for the lesson given by the Employee. A Club Repair Commission shall be deemed earned by the Employee at the time the City receives payment for the golf club repairs made by the Employee. No Commissions shall be earned on the sale of gift cards (except for those issued as tournament prizes, redeemable only for clothing and golf equipment) unless and until the gift card is redeemed for merchandise, a golf lesson(s), or golf club repair(s) which, if paid for with cash, would otherwise generate a Commission under this Agreement. Tournament gift cards (redeemable only for clothing and golf equipment, i.e. “merchandise”) shall be deemed earned by the Employee at the time the City receives payment for the gift card sold.

3. **Payment of Commissions:** The Commissions earned under this Agreement shall be paid to the Employee on a regular payday within 60 days after the City’s receipt of the revenue from which the Commission was generated. In the event the Employee has been paid a Commission based on an item of merchandise, a lesson, or repair for which a customer receives a refund, then any Commission paid for the sale of such item, lesson, or repair shall be deducted from future Commissions owed to the Employee. Notwithstanding the foregoing, upon termination of the Employee’s employment with the City, all Commissions should become due on the next regular payday following the City’s receipt of payment for the goods or services from which the Commissions were generated. All Commissions shall be subject to regular payroll deductions.

4. **Other Compensation:** This Agreement only applies to the Employee’s Commissions. The Employee’s salary and fringe benefits shall be those set by City Administration and set forth in City policy applicable to the Employee’s position.

**5. At-Will Nature of Employment:** The Employee is employed by the City on an “at-will” basis. This Agreement shall not be construed to constitute a contract for permanent employment, continued employment, or employment for a specific duration.

**6. Termination of this Agreement:** The City Manager may terminate this Agreement at any time, provided that, termination of this Agreement shall not affect any Commissions earned by the Employee prior to the Employee receiving notice of termination of this Agreement.

**7. Entire Agreement:** This Agreement constitutes the entire Agreement between the City and the Employee related to the Employee’s Commissions. This Agreement supersedes any previous agreement, whether written or oral, regarding the Employee’s Commissions. No Commissions shall be earned by the Employee other than those set forth in this Agreement.

**8. Severable Provisions:** The provisions of this Agreement are severable. The invalidity of any provision shall not affect the validity of any other provision.

**9. Choice of Law:** The construction and interpretation of this Agreement shall be governed by the laws of the State of Nebraska.

City of Alliance, Nebraska

Employee

By: \_\_\_\_\_  
Seth Sorensen, City Manager

\_\_\_\_\_  
Jerad Palmer

# Narrative

## October 15, 2024



### **RESOLUTION - FIREFIGHTER RETIREMENT PLAN AMENDMENT**

Earlier this year the Nebraska legislature passed LB 686 which requires the Alliance Firefighters Plan to be amended to adopt certain changes made to the Cities of the First-Class Firefighters Retirement Act (the "Act"), including changes to the definition of Compensation, the required employee and employer contribution rates, and other changes. Attached for your review and approval is the first amendment of the Alliance Firefighters Plan to adopt the following required changes:

#### **Summary of Changes:**

- Part I of the First Amendment changes the definition of "Compensation" as set forth in the Act. The new definition now specifically includes overtime, call-in, and callback pay, while clothing allowances remain excluded.
- Part II of the First Amendment changes the required employee contribution percentages as amended in the Act. The required employee contribution percentage will be as follows:
  - 6.5% until September 30, 2024;
  - 8.7% from October 1, 2024, through September 30, 2025;
  - 10.7% from October 1, 2025, through September 30, 2026; and
  - 12.7% on and after October 1, 2026.
- Part III of the First Amendment changes the required employer contribution percentages as amended in the Act. The required employer contribution percentage will be as follows:
  - 13% until September 30, 2025;
  - 14% from October 1, 2025, through September 30, 2026; and
  - 15% on and after October 1, 2026.
- Part IV of the First Amendment adds a new provision that an underpaid pension of a deceased firefighter will be paid in a lump sum to the surviving spouse, even if the surviving spouse remarries, if there are no minor children at the time of the surviving spouse's remarriage. See 9.3(c) in the attached amendment.
- Part V of the First Amendment adds new statutory language to Section 12.2 of the Plan (related to Plan Investments) that would allow the Retirement Committee to pool assets and administration of the Plan with one or more other cities of the first class.

**RECOMMENDATION: APPROVE THE RESOLUTION APPROVING AMENDMENT 1 OF THE CITY OF ALLIANCE FIREFIGHTERS' RETIREMENT PLAN.**

RESOLUTION NO. 24-114

WHEREAS, The City of Alliance has a Retirement Plan for Firefighters; and

WHEREAS, The Nebraska legislature passed LB 686 which requires the Alliance Firefighters Plan to be amended to adopt certain changes:

*NOW, THEREFORE, BE IT RESOLVED*, that in order to adopt certain changes enacted under the Cities of the First Class Firefighters Retirement Act, and to adopt such other changes required by applicable law or as otherwise determined to be necessary and appropriate by the City, the City of Alliance Firefighters Retirement Plan (the "Plan") shall be, and it hereby is, amended in the form of the First Amendment attached hereto and by this reference fully incorporated herein.

*NOW, THEREFORE, BE IT RESOLVED*, that the Mayor and other appropriate elected officials and officers of the City of Alliance shall be, and they hereby are, authorized to do all things necessary to carry out and accomplish the foregoing Resolution, including the execution of any document or amendment which may be necessary or appropriate to amend and administer the Plan, including such actions as may be necessary or appropriate to achieve and maintain qualification of the Plan under Section 401(a) of the Internal Revenue Code of 1986, as amended, as such sections apply to government plans.

PASSED AND APPROVED this 15<sup>th</sup> day of October 2024.

(SEAL)

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

Attest:

\_\_\_\_\_  
Shelbi Pitt, City Clerk

Approved as to Form and Legality:

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

## FIRST AMENDMENT

### CITY OF ALLIANCE FIREFIGHTERS RETIREMENT PLAN

The City of Alliance Firefighters Retirement Plan (the "Plan"), as amended and restated effective January 1, 2013, is hereby further amended to incorporate revisions to the Cities of the First Class Firefighters Retirement Act, as follows:

#### I.

The first sentence of Section 2.3 of the Plan is hereby amended effective July 19, 2024, to provide as follows:

"Compensation means all amounts paid to a Participant, including overtime, call-in, and callback pay, but excluding clothing allowances, and as reported on the Participant's federal income tax withholding statement, that is paid by the City to a Participant for personal services as a Firefighter of the City, and in addition thereto, employee contributions picked-up by the City, as provided in Article V, to the extent not included in the Participant's gross income as salary or wages."

#### II.

Section 5.2 of the Plan is hereby amended effective October 1, 2024, to provide as follows:

"5.2 "Employee Contributions". Prior to October 1, 2024, each Participant will have employee contributions deducted from his or her periodic salary payments in an amount equal to six and one-half percent (6.5%) of the Participant's Compensation for such period. Effective with periodic salary payments made on or after October 1, 2024, and through September 30, 2025, each Participant will have employee contributions deducted from his or her periodic salary payments in an amount equal to eight and seven-tenths percent (8.7%) of the Participant's Compensation for such period. Effective with periodic salary payments made on or after October 1, 2025, and through September 30, 2026, each Participant will have employee contributions deducted from his or her periodic salary payments in an amount equal to ten and seven-tenths percent (10.7%) of the Participant's Compensation for such period. Effective with periodic salary payments made on or after October 1, 2026, each participant will have employee contributions deducted from his or her periodic salary payments in an amount equal to twelve and seven-tenths percent (12.7%) of the Participant's Compensation. Such employee contributions shall be credited to the Participant's employee contribution account on a monthly basis and shall be paid to the Pension Fund no later than the fifteenth (15<sup>th</sup>) day of the month following the month in which the employee contributions were deducted by the City from the Participant's salary.

The foregoing paragraph notwithstanding, effective July 20, 2024, if a Participant is covered by an "absolute coverage group", such Participant's required employee contributions determined under this Section 5.2 shall be reduced by an amount equal to six and two-tenths percent (6.2%) of the Participant's Compensation. For purposes of this Plan, "absolute coverage group" shall mean an absolute coverage group as described in 20 C.F.R. 404.1205, as such regulation existed on January 1, 2024."

#### III.

Section 5.3 of the Plan is hereby amended effective October 1, 2025, to provide as follows:

"5.3 Employer Contributions. Prior to October 1, 2025, the City will make employer contributions for each Participant in an amount equal to thirteen percent (13%) of the Participant's Compensation. Effective with periodic salary payments made on or after October 1, 2025, and through September 30, 2026, the City will make employer contributions for each Participant in an amount equal to fourteen percent (14%) of the Participant's Compensation. Effective with periodic salary payments made on or after October 1, 2026, the City will make employer contributions for each Participant in an amount equal to fifteen percent (15%) of the Participant's Compensation. Such contributions will be paid into the Pension Fund and credited to the Participant's employer contribution account on a monthly basis.

The foregoing paragraph notwithstanding, effective July 20, 2024, if the Firefighters employed by the City are covered by an "absolute coverage group", such City's required employer contributions determined under this Section 5.3 shall be reduced by an amount equal to six and two-tenths percent (6.2%) of the Participant's Compensation."

#### IV.

Section 9.3 of the Plan is hereby amended to provide as follows:

"9.3 Survivor's Income Benefits.

- (a) In the event of the death of any Participant prior to retirement while in the line of duty, or in case death is caused by or is the result of injuries received while in the line of duty, and if the deceased Participant is survived by a spouse or minor children, a monthly pension benefit equal to fifty percent (50%) of the Participant's Final Compensation at the time of death shall be paid to the surviving spouse, or upon his or her remarriage or death, to the minor child or children during such child's or children's minority subject to deduction of the amounts paid as Workers' Compensation Benefits on account of death in the same manner as provided in Section 13.7.
- (b) In the event the surviving spouse or minor children of a deceased Participant who are entitled to survivor benefits in paragraph (a) above should die before the aggregate amount of payments received by the Participant and such surviving beneficiaries, if any, equals the total value of the deceased Participant's employee contribution account at the time of the first death benefit payment, the difference between such original amount in the employee contribution account and the aggregate amount of payments that have been paid to the Participant during life or his or her survivor beneficiaries after death shall be paid in a single sum to the Participant's surviving beneficiary or beneficiaries, or in the absence of a surviving beneficiary, to the duly qualified personal representative of the Participant's estate.
- (c) In the event the surviving spouse remarries and there are no minor children at the time of remarriage, and the aggregate amount of payments received by the Participant and his or her surviving beneficiaries, if any, is less than the total amount in the Participant's employee contribution account at the time of remarriage, the difference between the total amount in the employee contribution account and the aggregate amount of payments received by the Participant and his or her surviving beneficiaries, if any, shall be paid in a single lump sum to the surviving spouse who remarried.

- (d) To the extent that the Retirement Value at the date of death exceeds the amount required to purchase or otherwise provide the pension benefit specified under paragraph (a) above, as reduced by any amounts paid as Workers' Compensation Benefits, the excess shall be paid to the Participant's beneficiary or beneficiaries as provided in Section 9.1.
- (e) As used herein, the term "minor child" shall mean any child of the Participant who is a minor under Nebraska law and who is a "dependent" of the Participant within the meaning of Section 152 of the Internal Revenue Code. If there is more than one minor child eligible to receive survivor benefits under paragraph (a) above, each such child shall share equally in the total pension benefit to the age of his or her majority, except that as soon as such child attains the age of majority, such pension benefit to such child shall cease and be reallocated among the remaining minor children until the last remaining child dies or reaches the age of majority.
- (f) In the event any pension benefit is payable to a minor child, such benefit shall be paid for the benefit of such child to the child's surviving parent or, if there is no surviving parent, to his or her legal guardian."

## V.

Section 12.2 of the Plan is hereby amended to provide as follows:

"12.2 Plan Investments. All contributions made by or on behalf of each Participant shall be invested in an Annuity Contract(s). The contract or contracts shall be issued by an insurance company to the City or other contractholder. Pursuant to Code Section 401(f), the Annuity Contract issued by an insurance company qualified to do business in the State shall be treated as a qualified trust. A variety of investment options may be available under the contract, including, but not limited to, a common, collective, or group trust fund, for which an investment manager serves as trustee or investment manager, that is maintained solely for the collective investment of tax-qualified pension or profit sharing plans, individual retirement accounts, and/or funds of or for certain governmental retirement plans, which common, collective, or group trust fund is exempt from federal taxation under Code Section 501(a). Such commingling of assets of the Plan with assets of other qualified plans and trusts is specifically authorized. The City or other Plan fiduciary may appoint one or more investment managers that qualify as such within the meaning of Section 3(38) to manage all or a designated portion of the Plan and contract assets. Investment of the Pension Fund may be made without distinction between principal and income. Such investment contracts may also extend to the establishment, maintenance and management of any segregated investment account established pursuant to Section 12.4. In investing the Pension Fund, any person or firm under contract to invest and reinvest any portion of the Pension Fund shall invest the Pension Fund pursuant to the policies established by the Nebraska Investment Council.

The Retirement Committee may, by written agreement and approval of one or more retirement committees of other cities of the first class, agree to pool investments and administration of plan benefits with a single administrative and investment agent. Any such agreement shall be made using an interlocal agreement that expressly states that the City shall not be liable for ongoing management of pooled investments or any liability relating to such management.

The powers, duties, and responsibilities of any financial institution contracting to invest and reinvest the Pension Fund shall be limited to those powers, duties and

responsibilities set forth in the contract with the City, and the liability of such financial institution shall not exceed or extend to any matter not otherwise specified in such contract. Such financial institution may, to the extent necessary or proper under the contract, have custody of the assets of the Pension Fund. The City, the Retirement Committee, and the City Council, its members, and all officers and employees of the City shall have no liability or responsibility with respect to the investment performance of the portion of the Pension Fund under management by financial institutions under contract with the City.

The City shall act as official custodian of the cash, securities, and other assets of the Pension Fund not in the custody of the financial institution under contract to invest the Pension Fund, including any investment funds that may be established pursuant to Section 12.4, and shall provide adequate safe deposit facilities for the preservation of such assets subject to the direction of the Retirement Committee, and shall receive all contributions made to the Plan and provide for all transfers of cash and money necessary for investment of the Pension Fund. The City shall keep and maintain adequate records of the investments of the Pension Fund and shall be responsible for maintaining the employer and employee contribution accounts pursuant to Section 5.1.”

**VI.**

The foregoing amendments to the Plan shall supersede the existing provisions of the Plan to the extent those provisions are inconsistent with the provisions of this First Amendment. The remaining terms and provisions of the Plan are hereby confirmed and ratified in all respects except insofar as the foregoing provisions of this First Amendment amend the same.

IN WITNESS WHEREOF, the City of Alliance, Nebraska, has caused this First Amendment to the City of Alliance Firefighters Retirement Plan to be executed by its duly authorized City officer.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

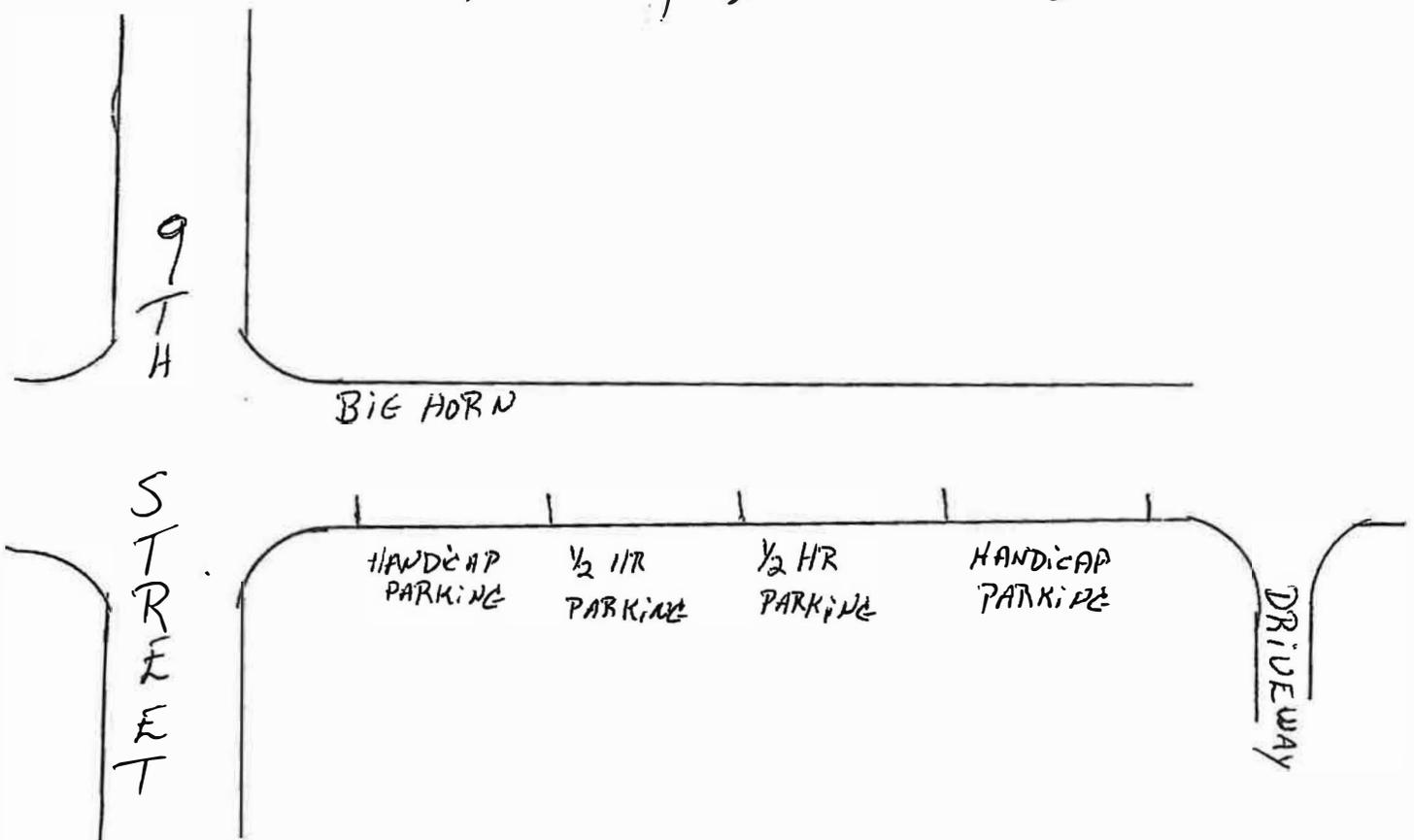
**CITY OF ALLIANCE, NEBRASKA,**  
Employer

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

Its: \_\_\_\_\_

The Collection Basket at 903 Big Horn is requesting that the city make 2 handicap parking spaces in front of their store. One would be north of the corner on east side of Big Horn. The second would be just south of the first driveway on the east side. In addition they would like to make the spaces in between be limited to half hour parking between the hours of 9 AM + 2 PM on Monday + Tuesday

Garber Yeager, Manager



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## **Sec. 26-127. Prohibited and limited parking.**

- (a) No vehicle may park at any time in the following spaces or locations, which spaces or locations may be painted red as appropriate but are not required to be:
- (1) In front of or within a space of 40 feet in front of the front entrance or entrances of any school;
  - (2) Where any other street or avenue intersects another, in the intersection of or within 25 feet from the intersection of the streets or avenues, beginning at the nearest perpendicular curb of the intersection;
  - (3) On the north side of First Street between the west line of Niobrara Avenue, if extended south, and the east line of Laramie Avenue if extended south;
  - (4) Within any alley or in a manner that obstructs the entrance or exit to the alley, and on a street or avenue within five feet of any alley entrance or exit, on either side, except when the actual operation of loading or unloading merchandise is in progress;
  - (5) In a manner that obstructs entrance or exit to any private drive, and on any street or avenue within five feet of any private drive entrance or exit, on either side, except when the actual operation of loading or unloading is in progress;
  - (6) On any street or avenue within ten feet of any fire hydrant, on either side of the fire hydrant, and within ten feet of any stop sign on the right side of any two-way street or on either side of any one-way street;
  - (7) Outside of the business district as herein defined, on that portion of any right-of-way outside the roadway, including in any curb strip as prohibited by chapter 20 of the City Code;
  - (8) On the south side of Sixth Street between the east line of Flack Avenue and the west line of Boyd Avenue;
  - (9) On the north side of Fourth Street between the east line of Flack Avenue and the west line of Boyd Avenue;
  - (10) On the north side of Fourth Street between the east line of Box Butte Avenue and a point 70 feet from said east line of Box Butte Avenue;
  - (11) On the east side of Boyd Avenue from Fourth Street to Sixth Street, except for those vehicles parked for residential purposes for immediately adjacent residential property;
  - (12) On the east side of U.S. Highway 385 beginning at a point 301 feet south of the northwest corner of Section 4, Township 24 North, Range 48 West of the 6th Principal Meridian, Box Butte County, Nebraska, northerly along the highway right-of-way to a point where the highway intersects West Third Street in the city;
  - (13) On the north and south sides of Third Street from the west line of Howard Street Avenue westerly to the east line of Highway 385;
  - (14) On the south side of Sixteenth Street from the west line of Emerson Avenue to the east line of Buchfinck Avenue.
  - (15) On any area and at any time where parking has become prohibited pursuant to article IV, chapter 26 of the City Code.
  - (16) In any manner not stated herein but that otherwise violates the State of Nebraska statutory rules of the road, as codified in R.R.S. 1943, ch. 60, as re-codified or amended from time to time.

- 
- (17) Any other parking space or spaces which may hereafter be designated by the city manager where parking shall be prohibited to provide for safety and the orderly flow of traffic and after such prohibited parking is plainly marked, painted on the curb or posted.
- (b) No vehicle may park Monday through Friday of any week between the hours of 8:00 a.m., and 6:00 p.m., and on Saturdays between the hours of 8:00 a.m. and 9:00 p.m., holidays excepted, as follows:
- (1) No vehicle shall park in the posted area in front of the U.S. Post Office building located on the northeast corner on Box Butte Avenue and Fourth Street;
  - (2) No vehicle shall park for more than two consecutive hours on the following described streets:
    - a. Box Butte Avenue from the north line of First Street to the south line of Sixth Street;
    - b. Laramie Avenue from the north line of Third Street to the north line of Fourth Street;
    - c. Third Street from the west line of Niobrara Avenue to the east line of Cheyenne Avenue;
    - d. Fourth Street from the west line of Niobrara Avenue to the east line of Laramie Avenue;
    - e. Fifth Street from the west line of Niobrara Avenue to the east line of Laramie Avenue;
    - f. Laramie Avenue north of Fourth Street for two parking spaces on the east side of the street and three parking spaces on the west side of the street.
    - g. For the west one-half block on the north side of Tenth Street between Niobrara and Sweetwater Avenues and the east side of Niobrara Avenue between 10th and 11th Streets, which time-limited spaces are plainly marked, painted on the curb or posted.
- (c) No vehicle shall park for a period of time longer than 15 minutes or 30 minutes, as either may be marked by signs, in a parking space in the municipal parking lot located southwest of the Library/Learning Center, Lot 1, Block 1, Library/Attendance Center Addition, which time-limited spaces are plainly marked, painted on the curb or posted.
- (d) Notwithstanding applicable portions of subsection (b)(2) above, no vehicle shall park for a period of time longer than 15 minutes in a parking space, or spaces, on Box Butte Avenue, which time-limited spaces are plainly marked, painted on the curb or posted.
- (f) Notwithstanding applicable portions of subsection (b)(2) above, no vehicle shall park between the hours of 6:00 a.m. to 6:00 p.m. on the east side of the 400 block of Niobrara Avenue from the north line of Fourth Street to a point 87 feet north of the north line of Fourth Street in the parking space or spaces which are plainly marked, painted on the curb, or posted.
- (g) No vehicle shall park for longer than one half hour on the East side of the street in front of the property at 903 Big Horn Avenue in the area designated by signage during the hours of 9:00 am and 2:00 pm on Mondays and Tuesdays.

( Ord. No. 2927 , § 1, 10-19-2021)