

# ALLIANCE CITY COUNCIL

REGULAR MEETING, TUESDAY, MAY 7, 2019

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

The Alliance City Council met in a Regular Meeting, May 7, 2019, at 7:00 p.m. in the Board of Education Meeting Room, 1604 Sweetwater Avenue, Alliance, Nebraska. A notice of meeting was published in the Alliance Times Herald on May 1, 2019. 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 delivered 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 Dafney opened the May 7, 2019 regular meeting of the Alliance, Nebraska City Council at 7:00 p.m. Present were Mayor Dafney, Council Members Mischnick, Jones, Reynolds and Bentley. Also present were City Manager Sprock, Finance Director Waggener, City Attorney Hoelsing and City Clerk Jines.

- Mayor Dafney read the Open Meetings Act Announcement.
- Council was introduced to the City’s new Police Officer Stefan Yocum.
- The first action for Council was to proclaim the week of May 5-May 11, 2019 as Public Service Week.

## PROCLAMATION

*WHEREAS:* The women and men who work for our government tackle some of the most important challenges and opportunities facing our community, country and the global community; and

*WHEREAS:* Americans are served every single day by public servants at the federal, state, county and city levels. These unsung heroes do the work that keeps our nation and community functioning; and

*WHEREAS:* Public employees are hired to not only fill a job, but take oaths that they will do it the best they are able; and

*WHEREAS:* Many public servants, including police officers, firefighters and military personnel, risk their lives each day in service to the public and others commit countless hours to provide basic and leisure services to citizens improving their quality of life and the community; and

*WHEREAS:* Public servants include accountants and street workers... landfill operators and elected officials . . . librarians and safety inspectors . . . utility and parks workers and countless other occupations. Day in and day out they provide the diverse services needed by the neighbors of this community with efficiency and integrity; and

*WHEREAS:* These public servants, at every level, provide continuity that would be impossible without them in a democracy and ensures that the quality of life in America, and the City of Alliance, is the best it can be. These public employees are the ones who, with the help and support of every neighbor, work every day to promote our community vision; “Building the Best Hometown in America.”

*NOW, THEREFORE,* the City Council of Alliance, Nebraska, does announce and proclaim to all citizens the week of May 5 – 11, 2019, as

#### PUBLIC SERVICE RECOGNITION WEEK

and encourages all citizens to recognize the accomplishments and contributions of government employees at all levels — city, county, state and federal and requests that you show your support by thanking them when you interact with them this week.

- The Consent Calendar was now before Council. Councilman Bentley requested Resolution 19-34 be considered as a separate item.

Councilman Bentley made a motion to approve the Consent Calendar without Item 6 - Resolution No. 19-34. The motion was seconded by Councilman Mischnick.

#### CONSENT CALENDAR – MAY 7, 2019

1. Approval: Minutes of the Regular Meeting, April 16, 2019 and the Special Meeting, April 25, 2019.
2. Approval: Payroll Costs for the period April 6, 2019 through April 19, 2019: \$215,341.81. Corrected Payroll Costs for the period March 23, 2019 through April 5, 2019: \$321,332.07.
3. Approval: Claims against the following funds for the period of April 11, 2019 through May 1, 2019: 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; \$301,394.73.
4. Approval: Capital Transfer in the amount of \$12,500 within the Electric Fund. The funds will be transferred from Account No. 55-51-56-59-970 Capital Outlay-Other Improvements

which was for concrete work at the Public Works Facility and moved to Account No. 55-51-56-59-915 Capital Outlay-Building to repair overhead doors at the Public Works Facility.

5. Approval: Update the roster of the Alliance Volunteer Fire Department by adding Alicia King.
  
7. Approval: The Chamber of Commerce is requesting permission to conduct the Annual Heritage Days Parade on July 20, 2019. Resolution No. 19-35 will formally acknowledge that the City of Alliance will accept the duties required by the State of Nebraska to conduct the Heritage Days Parade on 3<sup>rd</sup> Street which is a designated State Highway. The event will take place on July 20, 2019 beginning at 9:45 a.m. to the conclusion of the parade that will be no later than 12:00 noon. This resolution meets the requirements of the Nebraska Legislature.
  
8. Approval: The *Special Events Request/Use of Public Facilities Parks, Streets* of the Alliance Chamber of Commerce for Heritage Days 2019 scheduled for July 16<sup>th</sup> through the 21<sup>st</sup>. This year's requests are similar to last year. Proof of liability insurance is required as part of the authorization. Listings of all of the requests are as follows:

Use of the former Power Plant property on 2<sup>nd</sup> Street between Big Horn and Toluca Avenues for use by the Frazier Show employees and families to park tents and campers. This will be starting Monday, July 15<sup>th</sup> through Sunday, July 21<sup>st</sup>.

Closure of involved streets for Heritage Days Annual Parade - 600 block of Black Hills Avenue, south to Third Street, east to Mississippi Avenue - 9 a.m. July 20, 2019 until completion of parade. The City will be required to complete an Application for Special Event Permit with the Nebraska Department of Roads.

Use of City streets for 5k and 10k runs, along the routes shown on the attached map. No closures. Saturday, July 20, 2019.

Closure of Box Butte Avenue and exclusive use of parking lot at 4<sup>th</sup> Street and Niobrara Avenue for Carnival and Vendor area. Box Butte Avenue 300, 400, and 500 Blocks, Lots 1, 2, 3, Block 15, Original Town (the parking lot at 4<sup>th</sup> Street and Niobrara Avenue.) Closure beginning 11:59 p.m. July 15, 2019 for all except the 300 Block of Box Butte, which will close at 3:00 p.m. on July 16, 2019. Closures extend to undetermined time on Sunday, July 21<sup>st</sup>.

Street use restriction, 4<sup>th</sup> and 5<sup>th</sup> Street from Laramie Avenue to Niobrara Avenue. Use restricted to emergency and postal vehicles from 5:00 p.m. Wednesday, July 17, 2019 through Saturday, July 20, 2019 at 12:00 midnight.

Closure of the 200 Block of Box Butte Avenue. Closure from Thursday, July 18, 2019 at 3:30 p.m. until midnight, Saturday, July 20<sup>th</sup>.

The changing of Niobrara Avenue and Sweetwater Avenue between 10<sup>th</sup> and 12<sup>th</sup> Streets to one way streets during the Heritage Days Family Night. Family night will

include the Grand Marshal ceremony in the fountain area, nonprofits use of the walking path and a movie in the northeast part of Central Park on Tuesday, July 16, 2019 between 3:00 p.m. and 11:00 p.m.

The Chamber will also be hosting the Sunday in the Park event which includes live entertainment in the northeast space of Central Park on July 21<sup>st</sup>.

NOTE: City Manager Sprock has reviewed these expenditures and to the best of his knowledge confirms that they are within budgeted appropriations to this point in the fiscal year.

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

Roll call vote with the following results:

Voting Aye: Dafney, Bentley, Mischnick, Reynolds, Jones.

Voting Nay: None.

Motion carried.

- The Council now had before them Item 6 – Approval of Resolution No. 19-34. This resolution will approve Change Order No. 1 to the IES Commercial, Inc. Contract. Councilman Bentley pointed out that the resolution contained a typographical error which reflected a 10¢ error in the written out amount which should have been no/100ths instead of 10/100ths.

A motion was made by Councilman Bentley, seconded by Mayor Dafney to approve corrected Resolution No. 19-34 as follows:

#### RESOLUTION NO. 19-34

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

*WHEREAS*, Invitations to Bid for the 12.47 kV Distribution Line Rebuilds – Airport Area were published and bids were opened; and

*WHEREAS*, The contract was awarded to IES Commercial, Inc. of Holdrege, NE in the amount of Three Hundred Sixty-six Thousand One Hundred Seventy-five Dollars and no/100ths (\$366,175.00) which included a contingency of \$25,000.00; and

*WHEREAS*, Change Order No. 1 in the amount of \$3,036.00 has been submitted and reflects a decrease of \$1,110.00 to substitute factory fiberglass deadend arms for wood, and increases in the amount of \$2,832.00 to modify tangent framing for Raptor Protection and add crossarm split bolts, and \$1,314.00 to add pole top split bolts to all poles.

*NOW, THEREFORE, BE IT RESOLVED* by the Mayor and Council of the City of Alliance, Nebraska, that Change Order No. 1 to the 12.47 kV Distribution Line Rebuilds –

Airport Area Contract with IES Commercial, Inc. of Holdrege, NE in the amount of Three Thousand Thirty-six Dollars and no/100<sup>th</sup> (\$3,036.00) hereby be approved.

*BE IT FURTHER RESOLVED* that the Mayor is hereby authorized to sign Change Order No. 1 decreasing the available contingency amount to Twenty-one Thousand Nine Hundred Sixty-four Dollars and no/100ths (\$21,964.00).

*BE IT FURTHER RESOLVED* the final contract amount remains unchanged at Three Hundred Sixty-six Thousand One Hundred Seventy-five Dollars and no/100ths (\$366,175.00).

Roll call vote with the following results:

Voting Aye: Dafney, Jones, Mischnick, Reynolds, Bentley.

Voting Nay: None.

Motion carried.

- Next on the agenda for Council's consideration were Resolution No. 19-36, Ordinance No. 2888 and Ordinance No. 2889 relating to issues that arose with the construction of the new track owned by the school district. The resolution will authorize entering into an agreement with the Schools for the relocation of the sanitary sewer line and the ordinances will provide for the vacation of right away and the transfer of real estate. The following information was provided to Council:

[The Alliance Public School District No. 6 (the "School") has replaced the track and other concrete surfaces of the track property located in Box Butte Addition. Several issues were presented and discovered with the track replacement:

1. Underlying the track is a sanitary sewer main of the City that has been used and maintained by the City for service to the School facilities and nearby residences. The post-tension design and construction of the new track will make future maintenance and replacement of the sanitary sewer main difficult. The sanitary sewer main does not sit entirely on City right-of-way or City property. The City did not issue a building permit for the track structure, as it sat on top of the sanitary sewer main.

2. The footprint of the new track exceeded the footprint of the old track, and the School therefore encroached on the south-side right-of-way of 14<sup>th</sup> Street. The City has been relatively amendable to this encroachment, but has not vacated any portion of the right-of-way or transferred any ownership of the vacated right-of-way to the School.

3. An old portion of Niobrara Avenue north of 12<sup>th</sup> Street was vacated by the City in the 1940's but title was never transferred to the School. Since the vacation of the old Niobrara Avenue, the School has maintained possession and control

(except for the sanitary sewer main) of old Niobrara Avenue without title to the real estate.

The City Council previously authorized City Staff to negotiate with the School regarding the costs of replacement and abandonment of the sanitary sewer main as a catalyst to resolving all outstanding issues. The School responded to negotiation with an offer to provide \$20,000 to the City as a cost-share to the replacement and abandonment of the sanitary sewer main.

City Staff has provided an Agreement to that effect to the School, which the School approved. Structurally, the Agreements provides as follows:

1. Vacation of the south eight feet of the 14<sup>th</sup> Street right-of-way, and retention of title by the City for future conveyance to the School if contingencies to closing are satisfied (reserving to the City a utility easement).
2. Conveyance of the south eight feet of the 14<sup>th</sup> Street right-of-way to the School (reserving to the City a utility easement) and conveyance of old Niobrara Avenue to the School, again if contingencies to closing are satisfied.
3. \$20,000 contributed by the School to the City at closing, and the City awarding a bid for the replacement and abandonment of the sanitary sewer main.

The engineer estimate of the sanitary sewer main replacement is approximately \$58,000. Bids are scheduled to be opened sometime after May 7, 2019. Bids may be awarded any time within 60 days following the bid opening. Performance of the Agreement by both the School and the City is contingent upon the award of a bid for the replacement of the sanitary sewer main. The City is not obligated to award a bid under the Agreement, and the School is not obligated to provide \$20,000 to the City unless a bid is awarded for the replacement of the sanitary sewer main. Bid awards are scheduled for June 4, 2019 in order to allow for publications and notices of the accompanying ordinances. Transfer of real estate under the Agreement is likewise contingent upon Closing.

Vacation of right-of-way requires action of City Council by ordinance and recordation of the vacating ordinance within 30 days after its passage and approval. Transfer of real estate requires action by City Council by ordinance and publication of such ordinance once a week for three consecutive weeks, with a remonstrance period running thirty days following the date of the first publication. Thus, assuming approval of the Agreement by City Council and waiver of three readings on each associated ordinance, the schedule for closing looks as follows:

May 7:	Passage of both associated ordinances on third reading.
May 11, 18, 25:	Publication of Notice of Sale to Transfer Real Estate
June 4:	Award bid for Replacement of Sanitary Sewer Main
June 10:	Last date of remonstrance period to Transfer Real Estate

Closing to occur sometime after June 10 following remonstrance period (closing occurs within 20 days after a bid award, per the Agreement).

In addition to recommending the Agreement and action on the associated ordinances, City Staff is requesting the waiver of three readings on each ordinance in order to schedule publications, bid award, and closing accordingly.]

A motion was made by Councilman Jones, seconded by Councilman Reynolds to approve Resolution No. 19-36 as follows:

RESOLUTION NO. 19-36

*WHEREAS*, Alliance Public School District No. 6 has replaced the track and other concrete surfaces of the track property located in Box Butte Addition; and

*WHEREAS*, As a result of their project, several issues were presented and discovered with the construction of the new track that impacted the City of Alliance; and

*WHEREAS*, Legal counsel prepared an Agreement between the City of Alliance and Alliance Public School District No. 6 to address the issues which arose from their project; and

*WHEREAS*, The Mayor and City Council believe that it is in the best interest of the City of Alliance to enter into an Agreement between Alliance Public School District No. 6 and the City of Alliance to resolve the issues.

*NOW, THEREFORE, BE IT RESOLVED* by the Mayor and Council of the City of Alliance, Nebraska, that the Mayor is authorized to execute the Agreement between the City of Alliance and the Alliance Public Schools District No. 6 to address the issues which arose from the School's project.

Roll call vote with the following results:

Voting Aye: Jones, Mischnick, Dafney, Bentley, Reynolds.

Voting Nay: None.

Motion carried.

A motion was made by Councilman Jones, seconded by Councilman Reynolds to approve Ordinance No. 2888 on first reading. City Clerk Jines read the ordinance by title which follows in its entirety:

ORDINANCE NO. 2888

AN ORDINANCE OF THE CITY OF ALLIANCE, NEBRASKA, VACATING THE SOUTH 8 FEET OF THE EAST 14<sup>TH</sup> STREET RIGHT OF WAY, BEGINNING ON THE EAST LINE OF AN ALLEY AT A POINT APPROXIMATELY 160 FEET EAST OF THE EAST LINE OF THE BOX BUTTE AVENUE RIGHT OF WAY TO THE WEST LINE OF

THE SWEETWATER AVENUE RIGHT OF WAY, A STRIP OF LAND APPROXIMATELY 8' BY 520', LOCATED IN BOX BUTTE ADDITION TO THE CITY OF ALLIANCE, BOX BUTTE COUNTY, NEBRASKA; RESERVING UNTO THE CITY AN UTILITY EASEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. Box Butte County School District 07-0006 ("Alliance Public Schools") has requested the partial vacation of the following described right of way in the City of Alliance, Nebraska (the "Vacated Area"):

Beginning at the northwest corner of Lots 1 Thru 11, Block 6, Box Butte Addition to the City of Alliance, Box Butte County, Nebraska, thence north 8' following the eastern line of the alley platted in said Block 6 as if extended into the East 14<sup>th</sup> Street right of way, thence 520' east parallel to the east half of Block 6 and all of Block 5, Box Butte Addition, thence south 8' to the northeast corner of Block 5, Box Butte Addition, thence west 520' along the north property line of Block 5 and the east half of Block 6, Box Butte Addition, to the point of beginning.

SECTION 2. The City finds that it is in the best interests of the City to vacate the Vacated Area pursuant to this request, in order to allow for improvements to the Alliance Public Schools' facilities, that vacating the Vacated Area will not leave the East 14th Street right-of-way unduly or prohibitively narrow, and that vacating the Vacated Area is not contrary to any City ordinance or State of Nebraska statute.

SECTION 3. Wherefore, the Vacated Area is now vacated pursuant to Neb. Rev. Stat. §16-611(2). Following passage, approval, and publication of this Ordinance, title to the Vacated Area is reserved to the City of Alliance, Nebraska.

SECTION 4. This Ordinance shall take effect and be in force following its passage, approval, and publication as required by law.

Roll call vote with the following results:

Voting Aye: Dafney, Bentley, Mischnick, Reynolds, Jones.

Voting Nay: None.

Motion carried.

A motion was made by Councilman Jones, seconded by Councilman Reynolds to approve Ordinance No. 2889 on first reading. City Clerk Jines read the ordinance by title which follows in its entirety:

ORDINANCE NO. 2889

AN ORDINANCE AUTHORIZING THE TRANSFER OF REAL ESTATE IN BOX BUTTE COUNTY ADDITION TO THE CITY OF ALLIANCE, BOX BUTTE COUNTY, NEBRASKA.

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

SECTION 1. The City of Alliance, Nebraska (“City”) owns the following described real estate (together, the “Real Estate”):

that portion of Niobrara Avenue in the City of Alliance, Nebraska, extending from the north line of 12<sup>th</sup> Street in the City of Alliance, Nebraska to the south line of 14<sup>th</sup> Street in the City of Alliance, Nebraska, as the right-of-way thereon was vacated but title retained in the City as set forth in Ordinance No. 731 as recorded in Misc. Record A-3 in the real estate records of Box Butte County, Nebraska (the “Niobrara Avenue Real Estate”)

AND

Beginning at the northwest corner of Lots 1 Thru 11, Block 6, Box Butte Addition to the City of Alliance, Box Butte County, Nebraska, thence north 8’ following the eastern line of the alley platted in said Block 6 as if extended into the East 14<sup>th</sup> Street right of way, thence 520’ east parallel to the east half of Block 6 and all of Block 5, Box Butte Addition, thence south 8’ to the northeast corner of Block 5, Box Butte Addition, thence west 520’ along the north property line of Block 5 and the east half of Block 6, Box Butte Addition, to the point of beginning (the “14<sup>th</sup> Street Real Estate”).

SECTION 2. An agreement (the “Agreement”) has been made by the Alliance Public Schools District No. 6 (the “School”) and the City to transfer the Real Estate.

SECTION 3. The Mayor and City Clerk are authorized to sign a Warranty Deed to convey the Real Estate to the School, on the following terms:

- a. In exchange for the Real Estate and the resolution of outstanding negotiations between the School and City, the School shall provide \$20,000 to the City;
- b. The City shall abandon and replace a sewer line on or near the Niobrara Avenue Real Estate, for the future benefit of the School and the City;
- c. The City shall reserve in the Warranty Deed a permanent utility easement for the entirety of the 14<sup>th</sup> Street Real Estate for the construction, maintenance, and repair of private and public utilities of the City.

d. All other terms and conditions listed in the Agreement, which are incorporated herein by reference.

SECTION 4. The City Clerk shall, immediately after the passage and publication of this Ordinance, publish notice of the sale and its terms for three consecutive weeks in the Alliance Times-Herald.

SECTION 5. This Ordinance shall become effective upon its passage, approval and publication in pamphlet form.

Roll call vote with the following results:

Voting Aye: Dafney, Bentley, Mischnick, Reynolds, Jones.

Voting Nay: None.

Motion carried.

- Ordinance No. 2890 which will authorize the City to enter into a Lease-Purchase Agreement for the acquisition of municipal equipment and the issuance of Certificates of Participation not to exceed \$275,000 was the next matter before Council. Council was provided with the following information:

[The City expects delivery of a new refuse truck (purchase authorized by Resolution 18-146 dated December 18, 2018 in the amount of \$206,213.17) and a new skid-steer (purchase authorized by Resolution 19-32 dated April 16, 2019 in the amount of \$40,971.22) within the next month or two. The most recent refuse rate study recommends financing of equipment purchases in order to alleviate strained cash flow and limit upward rate movement for the refuse enterprise fund.

The Finance Director contacted all of the local insured banks along with two brokerage houses to determine options for funding of the landfill equipment. Three banks and two brokerage houses initially responded with estimated terms for three- and five-year financing. Loan rates ranged from 3.75% to 4.00% for three-year loans and 3.95% to 4.25% for five-year loans. The brokerage houses recommended bond and lease financing options with average coupons estimated between 2.05% and 2.10% and an all-inclusive cost around 2.75%.

Staff is recommending that an application be made to First National Capital Markets, Inc. for a five-year lease in the amount not to exceed \$255,000 necessitating annual payments of around \$50,000 plus interest. Discounts, bond counsel and trustee origination costs not to exceed \$5,000 will be included in the financing with total payments not to exceed \$275,000.]

A motion was made by Councilman Mischnick, seconded by Councilman Bentley to approve Ordinance No. 2890 on first reading. City Clerk Jines read the ordinance by title which follows in its entirety:

ORDINANCE NO. 2890

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF ALLIANCE, NEBRASKA AUTHORIZING AND APPROVING THE LEASE-PURCHASE OF CERTAIN EQUIPMENT FOR USE BY THE CITY (“EQUIPMENT”); AUTHORIZING THE EXECUTION AND DELIVERY BY THE CITY OF DOCUMENTS RELATING TO SUCH LEASE-PURCHASE FINANCING; APPROVING THE ISSUANCE OF CERTIFICATES OF PARTICIPATION IN THE LEASE RENTAL PAYMENTS TO BE MADE BY THE CITY, SUBJECT TO THE PARAMETERS SET FORTH HEREIN; AUTHORIZING THE MAYOR AND CITY CLERK TO DETERMINE THE FINAL AGGREGATE PRINCIPAL AMOUNT, MATURITIES, RATES, TERMS AND OTHER DETAILS OF SUCH CERTIFICATES; APPROVING THE DELIVERY AND USE OF AN OFFERING CIRCULAR IN CONNECTION WITH THE OFFER AND SALE OF SUCH CERTIFICATES; DESIGNATING THE CERTIFICATES AS QUALIFIED TAX-EXEMPT OBLIGATIONS; ADOPTING CERTAIN POST-ISSUANCE TAX COMPLIANCE PROCEDURES WITH RESPECT TO THE CERTIFICATES; AUTHORIZING CERTAIN ACTIONS DOCUMENTS; PRESCRIBING OTHER MATTERS RELATING THERETO; AND PROVIDING FOR THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM.

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

**Section 1.** The Mayor and City Council (collectively, the “**Council**”) of the City of Alliance, Nebraska (the “**City**”), hereby make the following findings and determinations:

(a) The City is a city of the first class under Sections 16-101 and 17-301, Reissue Revised Statutes of Nebraska, as amended, containing more than five thousand and not more than one hundred thousand inhabitants, and a body politic and corporate.

(b) It is necessary, desirable, advisable and in the best interests of the City that the City lease or lease-purchase a waste/refuse disposal truck and a bobcat skid-steer loader for the City (collectively, the “**Equipment**”), as described on Exhibit A hereto.

(c) Pursuant to Section 19-2421, Reissue Revised Statutes of Nebraska, as amended (the “**Act**”), the City is authorized to enter into contracts of one or more years for the lease or the lease-purchase of real or personal property for any purpose for which the City is authorized by law to purchase property or construct improvements.

(d) To finance such Equipment, it is necessary, desirable, advisable and in the best interest of the City to either (i) enter into a lease-purchase agreement and related documents with a bank or other financial institution selected as set forth herein, pursuant to which such institution will acquire the Equipment and lease said Equipment to the City in exchange for lease-purchase payments to be made by the City, all in accordance with the Act, or (ii) enter into a lease-purchase agreement and related documents with a bank or other financial institution selected as set forth herein, pursuant to which such institution will issue certificates of participation (the “**Certificates**”)

representing proportionate interests in lease-purchase payments to be made by the City pursuant to a lease or lease-purchase agreement and will acquire the Equipment using the proceeds from the sale of the Certificates to pay all costs relating thereto. Such lease or lease-purchase agreement is referred to herein as a "**Lease Agreement**". Payments made by the City to a bank or other financial institution pursuant to such Lease Agreement are referred to herein as "**Lease Payments**". Such bank or other financial institution is referred to as a "**Lessor**".

(e) It is necessary that the City adopt policies and procedures to satisfy all applicable requirements of federal income tax law in order to preserve, post-issuance, the tax-exempt status of the Certificates.

(f) All conditions, acts, and things required by law to exist or to be done precedent to the City undertaking the financing described herein pursuant to the Act do exist and have been done as required by law.

**Section 2.** All previous action of the City in connection with the lease or lease-purchase of the Equipment and the issuance and sale of any Certificates is hereby approved, ratified and authorized.

**Section 3.** Each of the Mayor, the City Clerk and the City Treasurer and any other officer of the Council or the City (each, including any person authorized to sign on his or her behalf, an "**Authorized Officer**") is hereby authorized, empowered and directed to execute and deliver the Lease Agreement, a Declaration of Trust or such other trust agreement pursuant to which Certificates may be issued, a Certificate Purchase Agreement or other purchase contract pursuant to which Certificates may be purchased, a Registrar and Payment Agent Agreement pursuant to which payments of principal and interest on any Certificates may be made, a Federal Tax Certificate or such other tax agreement pursuant to which the City will make certain representations and covenants related to the exclusion of the interest portions of the Lease Payments from gross income for purposes of federal income taxation, and all other necessary documents in connection with undertaking the lease or lease-purchase financing as permitted by the Act (the "**Financing Documents**"), for and on behalf of the City, including any necessary counterparts, in form and substance acceptable to such Authorized Officer, but subject to the terms, parameters and conditions set forth herein. The Authorized Officers, or any individually, are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of such documents as executed.

**Section 4.** The Council hereby authorizes and directs any Authorized Officer to determine (a) the principal amount of the Lease Agreement, which shall not exceed \$275,000, (b) the amounts and the dates of the principal and the interest installments to be due under the Lease Agreement, (c) the term of the Lease Agreement, which shall not exceed 7 years, (d) the final Equipment list, if other than as set forth Exhibit A hereto, (e) the rate or rates of interest to be carried by each principal installment such that the true interest cost of the Lease Agreement shall not exceed 4.00%, (f) the prepayment provisions, if any, (g) the final terms and provisions of the Financing Documents, (h) the terms and provisions of any Certificates, (i) the identity of the Lessor, (j) the identity of the registrar and paying agent with respect to any Certificates (if applicable) and (k) such other terms and provisions relating to the Lease Agreement and any Certificates as necessary to facilitate the successful financing of the Equipment; provided that none of the Financing Documents, including any Certificates, may have such terms and conditions that conflict with or exceed the parameters set forth in this Ordinance. Such determinations and approvals shall be set forth in the Lease Agreement.

**Section 5.** The form and content of the Certificates, if applicable, shall set forth in the Lease Agreement, a Declaration of Trust or similar trust agreement, and the Lessor be and is hereby authorized,

empowered and directed to execute and deliver such Certificates, if issued, to the underwriter described herein.

**Section 6.** Payment by the City of the Lease Payments due from time to time to the Lessor pursuant to the Lease Agreement is hereby authorized and directed. The City shall budget, appropriate and set aside a portion of its general fund revenues derived from property taxes, subject to statutory limitations, and other legally available moneys sufficient to make the Lease Payments coming due during each fiscal year that the Lease Agreement is outstanding.

**Section 7.** The Lessor and any participant in the Lease Agreement shall be a financial institution authorized to exercise trust powers within the State of Nebraska (the “State”) or a commercial leasing entity authorized to transact business in the State. As necessary, the Lessor shall accept the assignment from the City of all Equipment-related contracts, purchase orders and other related contracts and shall further agree to assume the obligations to make payments to the vendors, contractors, materialmen and equipment suppliers under such contracts and related subcontracts and purchase orders relating to the Equipment, provided that the City shall retain the authority to supervise the acquisition and installation of the Equipment to the extent that such functions are to be performed by the “Owner” under any such contracts.

**Section 8.** First National Capital Markets, Inc. (“First National”), whether acting in the capacity of a placement agent in connection with a private placement of the Lease Agreement or whether acting in the capacity of an underwriter in connection with a public offering of the Certificates, shall receive a fee or discount equal to 1.00% of the principal amount of the Lease Agreement.

**Section 9.** The preliminary offering circular or other marketing materials prepared in connection with the Certificates, including any amendments or supplements thereto, is hereby ratified and approved, and the final offering circular is hereby authorized and approved by supplementing, amending and completing the preliminary offering circular, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor is hereby authorized to execute the final offering circular as so supplemented, amended and completed, if so requested, and the use and public distribution of the final offering circular by the Purchaser in connection with the reoffering of the Certificates is hereby authorized.

**Section 10.** The Authorized Officers, or any individually, are authorized to execute and deliver for and on behalf of the City any and all additional certificates, documents, opinions or other papers and perform all other acts, including, without limitation, the execution, delivery and filing of any financing statements or any other documents to create and maintain a security interest in the Equipment and revenues pledged under the Lease Agreement as may be required by the documents set forth above or as they may deem necessary or appropriate in order to implement and carry out the intent and purpose of this Ordinance.

**Section 11.** The Council designates the Lease Agreement and any related Certificates as “qualified tax-exempt obligations” as defined in Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”). In addition, the Council represents that:

(a) the aggregate face amount of all tax-exempt obligations (other than private activity bonds that are not “qualified 501(c)(3) bonds” and certain refunding bonds) which will be issued by the City and all subordinate entities thereof during the 2019 calendar year is not reasonably expected to exceed \$10,000,000; and

(b) the City and all subordinate entities thereof will not issue an aggregate principal amount of tax-exempt obligations (other than private activity bonds that are not “qualified 501(c)(3)

bonds” and certain refunding bonds) during the 2019 calendar year, including the Lease Agreement and any related Certificates, in excess of \$10,000,000, without first obtaining an opinion of nationally recognized counsel in the area of municipal finance that the designation of the Lease Agreement and any related Certificate as “qualified tax-exempt obligations” will not be adversely affected by such issuance. The Authorized Officers, or any individually, are authorized to take such other action as may be necessary to make effective the designation in this Section 11.

**Section 12.** The City (a) shall comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, and all related Regulations, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest portion of the Lease Payments and (b) will not use or permit the use of any proceeds of the Lease Agreement and any related Certificates or any other funds of the City nor take or permit any other action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest portion of the Lease Payments.

The Council adopts the Post-Issuance Tax Compliance Procedures attached to this Ordinance as Exhibit B to ensure that all applicable post-issuance requirements of federal income tax law needed to preserve the tax-exempt status of the Lease Agreement and any Certificates are met. The Council reserves the right to use its discretion as necessary and appropriate to make exceptions or request additional provisions as it may determine. The Council also reserves the right to change such policies and procedures from time to time, without notice, provided that no such change shall adversely affect the exclusion from gross income of the interest portion of the Lease Payments.

**Section 13.** The provisions of this Ordinance are hereby declared to be separable and, if any section, phrase or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases or provisions.

**Section 14.** All ordinances, resolutions, orders and other instruments, or parts thereof, in conflict with this Ordinance are hereby repealed only to the extent of such conflict.

**Section 15.** This Ordinance shall be in force and take effect from and after its passage as provided by law.

A motion was made by Councilman Jones, seconded by Councilman Reynolds to suspend the statutory rule requiring three separate readings of Ordinance No. 2890.

Roll call vote to waive the statutory reading with the following results:

Voting Aye: Dafney, Bentley, Mischnick, Reynolds, Jones.

Voting Nay: None.

Motion carried.

Roll call vote to approve Ordinance No. 2890 on final reading with the following results:

Voting Aye: Dafney, Bentley, Mischnick, Reynolds, Jones.

Voting Nay: None.

Motion carried.

Mayor Dafney stated, “the passage and adoption of Ordinance No. 2890 has been concurred by a majority of all members elected to the Council, I declare it passed, adopted and order it published.”

- Next for Council was the second reading of Ordinance No. 2883 which will amend the Alliance Municipal Code at Chapter 24 – Rights of Way and Easement. The following information was provided for Council:

[City Staff prepared amendments to Chapter 24 - Rights of Way. The proposed amendments will reorganize the Code in such a way that is easier to follow, understand, and more effectively communicate the City’s requirements and expectations.

The definition sections are proposed to be consolidated into 1 section at the beginning of the chapter as the terms apply to more than just one section. The vegetation section was moved to Chapter 20 from Chapter 24. Sidewalk standards, maintenance, and repair requirements are written into the Code. Currently there aren’t any thresholds or procedures for sidewalk replacement or comprehensive sidewalk standards.

Staff compared the sidewalk replacement thresholds added to the City’s Code to surrounding communities and our proposed thresholds split the difference between the most stringent and the least stringent. With the passing of the proposed Code, Community Development and Public Works will begin rating the sidewalks in town on a scale and work with property owners to replace sidewalks in areas with the most problems.]

A motion was made by Councilman Reynolds, seconded by Councilman Bentley to approve the second reading of Ordinance No. 2883. City Clerk Jines read the ordinance by title which follows in its entirety:

#### ORDINANCE NO. 2883

AN ORDINANCE OF THE CITY OF ALLIANCE, NEBRASKA (“ALLIANCE”), AMENDING THE ALLIANCE MUNICIPAL CODE, CHAPTER 24 – RIGHTS OF WAY AND EASEMENT; REPEALING OTHER ORDINANCES, RESOLUTIONS, AND POLICIES OF THE ALLIANCE MUNICIPAL CODE IN CONFLICT WITH THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.

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

SECTION 1. Alliance’s Community Development Department has reviewed Chapter 24 of the Alliance Municipal Code. The Alliance Community Development Department has

recommended wholesale revisions and amendments to Chapter 24 of the Alliance Municipal Code as follows:

## CHAPTER 24 – RIGHTS OF WAY AND EASEMENT

### ARTICLE I. – GENERALLY

#### Sec. 24-1. – Administration.

The codes here within this Chapter delegate the administration and enforcement thereof to municipal authorities with a variety of titles. It is hereby declared that the administration and enforcement of said codes of the City shall be the duty and responsibility of the City Manager by and through such designees as appointed for that purpose.

#### Sec. 24-2. – Prohibited Activities.

- A. 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.
- B. 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.
- C. 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.

#### Sec. 24-3. - Vaults, Cavities, or Tunnels in Right of Way.

Existing underground vault space, cavities, or tunnels under public rights of way as part of buildings located within the City are maintained solely at the sufferance of the City. The City reserves the authority to require structural upgrades or removal at the owner's cost, if determined to be in the interest of public safety.

(Ord. No. 2794, § 1, 1-5-2016)

#### Sec. 24-4. – Definitions.

The following words, terms, and phrases, when used in this Chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

**Alley:** A minor way which is used primarily for utility services and vehicular service access to the back or side of properties otherwise abutting on or adjacent to a street; affording only a secondary means of access to abutting property.

**Commercial sidewalk:** A pedestrian sidewalk which extends from the street right-of-way line to the curb line.

**Cul-de-sac:** A street having one end open to traffic and the other being terminated by a vehicle turnaround.

**Curb level:** The mean level of the curb in front of the lot, or in case of a corner lot, along abutting streets where the mean curb level is the highest.

**Curb strip:** The area between the property line and the back of the curb and gutter.

**Curb sidewalk:** A pedestrian sidewalk constructed adjacent to existing curb.

**Curb line:** The back of, or back face of constructed curbing or combination curb and gutter, designed to delineate the edge of the traveled portion of a roadway surface and to serve as a channel for storm water. Curb lines shall be determined by street right-of-way and roadway paving width standards of the city.

**Driveway:** An access drive or entrance way to property from a roadway and situated within right of way.

**Right-of-way:** Any dedicated street or alley of the City, including that portion which lies between the roadway proper and the platted lot line of private parcels of property, regardless of the location of public sidewalks.

**Roadway:** That portion of the street right of way used for vehicular traffic between established curb lines, or where no curbs are installed it shall mean that portion of the street which is, or has been, normally and regularly used for vehicular traffic. Where opposing traffic is separated by a median, wall, or other divider totally within the street right-of-way, it shall mean that portion of the right-of-way between curb lines and such dividers.

**Sight vision triangle:** The triangle created at the intersection of the front property line and the side street property line. It is created by measuring 25 feet from the intersection along each property line and drawing the hypotenuse between these two points.

**Standard sidewalk:** The pedestrian sidewalk installed in the curb strip and located parallel to and eight inches inside the street right-of-way line.

**Street or avenue:** The entire width between property lines of every thoroughfare or right of way dedicated to the use of the public as a matter of right for purposes of primary access, travel, and transportation.

(Ord. No. 2794, § 1, 1-5-2016)

Secs. 24-5 – 24-20. – Reserved.

## ARTICLE II. – SIDEWALKS

Sec. 24-21. – Required to Construct.

- A. New Construction: All improvements including but not limited to houses, businesses, structures, and accessory buildings, \$2,500.00 or more in value, shall construct and maintain a sidewalk within the street or streets right-of-way bordering the owner's lot or land, except as provided hereafter.
- B. Renovation: All lots or land currently without sidewalks where said lot or land abuts any street, avenue, or part thereof and doing renovation, rehabilitation, or additions to the building or buildings on said lot or land costing \$2,500.00 or more, as shown on the application for a building permit, verified by an estimate of costs, shall construct and maintain a sidewalk within the street right-of-way bordering the owner's lot or land, except as provided hereafter.
- C. City Council: The City Council may adopt a resolution requiring a sidewalk to be built on any lot, lots, or land currently without buildings, structures, or uses, where the lot, lots, or land are a connector between existing sidewalks on either side of said lot, lots, or land; or on lots that were previously developed with no sidewalk. The property owner of record shall be notified as provided for in this Chapter.

Sec. 24-22. - Exceptions:

- A. Sidewalk Exemption Boundary: Within the following boundaries where the streets and sidewalks were platted in a grid pattern, there shall be contiguous sidewalk on the north side of the east-west streets, except when construction, traffic pattern or public safety dictate construction on both sides of the street and/or the south side. The boundary of such exception shall begin at First Street and Cody Avenue, north to Third Street, east to Black Hills Avenue, north on Black Hills Avenue to Eighth Street, west on Eighth Street to Dakota Avenue, north on Dakota Avenue to Tenth Street, east on Tenth Street to the alley between Black Hills Avenue and Platte Avenue, north to Sixteenth Street, east on Sixteenth Street to Box Butte Avenue, south on Box Butte Avenue to Twelfth Street, east on Twelfth Street to Flack Avenue, south on Flack Avenue to First Street, west on First Street to Cody Avenue. Property owners along the south side of the east-west streets may construct a standard sidewalk if they choose to do so. If a property owner constructs a sidewalk along the south side of an east-west street within this boundary, it must remain in place and be maintained in good repair.
- B. Cul-de-sacs previously developed without sidewalks shall not be required to install sidewalks.
- C. Undue Hardship: Building permits will not be issued without the sidewalk construction as part of the project unless in the judgment of the City Manager or designee the construction of a sidewalk would place an undue hardship on the requesting property owner. An undue hardship is an adversity not experienced by other property owners within the City. The lack of connecting sidewalks is not a hardship.

Sec. 24-23. – Types of Sidewalk.

A. Commercial Sidewalks.

- (1) Commercial walks may be installed upon any street or avenue within the C-0, C-2, C-3, M-1, M-2, or M-3 zoning districts.
- (2) Commercial Walks must be installed and maintained along the following streets or portions thereof:
  - a) West and east sides of Laramie Avenue between Second and Fourth Streets.
  - b) West and east sides of Box Butte Avenue between First and Sixth Streets.
  - c) North side of First Street between Laramie Avenue and Niobrara Avenue.
  - d) South side of Second Street from the west line of Lot 1, Block 28, Original Town, to the east line of Lot 17, Block 27, Original Town.
  - e) North side of Second Street from Laramie Avenue to the east boundary line of Lot 18, Block 22, Original Town.
  - f) South side of Third Street from Toluca Avenue to Niobrara Avenue.
  - g) North side of Third Street from Big Horn Avenue to Niobrara Avenue.
  - h) South side of Fourth Street from the west line of Lot 1, Block 17, Original Town, to Niobrara Avenue.
  - i) North side of Fourth Street from Laramie Avenue to Niobrara Avenue.
  - j) North side of Fifth Street from the west line of Lot 21, County Addition to Niobrara Avenue.
- (3) Where curbs are already installed, commercial walks shall be constructed only with the approval of the City Manager or designee.

B. Curb Sidewalks.

Curb sidewalks shall not be permitted except in the following circumstances:

- (1) If it is replacing an existing curb sidewalk.
- (2) If the property adjacent to the lot already has curb sidewalk.
- (3) In case an area has both standard and curb sidewalk, or some other unusual circumstance, the City Manager or designee shall determine the type of sidewalk to be installed.

C. Standard Sidewalks.

Standard sidewalks shall be considered the minimum required sidewalk type. Portions of this Code may allow or require other types of sidewalks.  
(Ord. No. 2794, § 1, 1-5-2016)

Sec 24-24. – Construction Requirements.

A. Width:

- (1) Curb sidewalks must be at least 4 feet wide but are limited to a maximum of 5 feet wide; or it must match the adjacent conforming existing curb sidewalk or standard sidewalk width.
  - (2) Standard sidewalks shall be constructed at least 4 feet wide but are limited to a maximum of 5 feet wide unless otherwise allowed; or it must match the conforming standard sidewalk width on the same block.
    - a) Standard walks of six feet in width shall be maintained on the west side of Box Butte Avenue from Sixth Street to Twelfth Street and the east side of Box Butte Avenue from Sixth Street to Tenth Street.
    - b) Schools, museums, and churches may install commercial sidewalks.
- B. Thickness: Sidewalks shall be a full 4 inches thick except they shall be thickened to a full 6 inches across driveway entrances.
- C. Cross Slope: Cross slope shall be no less than 1:96 but no more than 1:48 upward from the curb side to the property line side. Sidewalk cross slope shall be maintained across driveway entrances.
- D. Running Slope: The running slope of a sidewalk shall be no more than 1:20.
- E. Exceptions: After receiving a written statement from the adjacent property owner, the City Manager or designee shall be permitted to allow minor variance from C and D of this Section in cases where there are topographic conditions that would prohibit the installation of the sidewalk to code. The written statement shall describe the present conditions in detail and how the exception will not be of detriment to the use of the sidewalk.

Sec. 24-25. – Maintenance.

Sidewalks shall be maintained in good repair by the adjacent property owner.

- A. The following requirements shall be used as thresholds for initiating sidewalk repair or replacement. Exceeding any threshold listed below shall require replacement or repair of the sidewalk.
- (1) Vertical Faults: Vertical faults between panels or cracks in the sidewalk shall not exceed ½”.
  - (2) Horizontal Faults: Horizontal gaps shall be filled or the sidewalk replaced when the gap exceeds ½” for those parallel to the direction of travel and ¾” for gaps perpendicular to the direction of travel.
  - (3) Spalling: Degradation of the sidewalk surface shall not exceed ½” depth on 50% or more of a 48” X 48” section of sidewalk.
  - (4) Sidewalk Material: All sidewalks shall be either Portland cement concrete or brick; all other materials shall be replaced.

- (5) Obstructions: Items such as curb stops, valve boxes, etc., shall not extend more than ½” above or below the finished surface of the sidewalk.
  - (6) Cross Slope: Cross slope shall not be greater than 1:24 and the sidewalk shall not slope towards the property line side.
  - (7) Running Slope: The running slope of the sidewalk outside any intersection ramps shall be no greater than 1:12.
- B. Notification of Substandard Sidewalk: The property owner of record shall be sent a notice by certified mail or personally served. The notice shall include the total amount of sidewalk that is in violation of code, the code subsection being violated, and the time frame for sidewalk repair or replacement. If staff is unable to locate the property owner using certified mail or personally serve them the notice, the property shall be posted with a copy of the notice.
- C. Replacement Time: Property owners shall have 6 months per 75 linear feet of sidewalk identified as substandard to replace said portions of sidewalk. The replacement time shall begin after the property owner receives notification from the City or after the notice is posted on the property if necessary. The City Manager or designee may grant an extension not to exceed 3 months in case of inclement weather.

Sec. 24-26. - Failure to Construct or Maintain.

In the event that the owner of any lot, lots, or land, abutting on any street, avenue, or part thereof shall fail to construct, reconstruct, or repair any sidewalk abutting the owner's lot, lots, or land, within the time and in the manner as directed and required herein after receiving due notice to do so, the City Council may pass a resolution authorizing the City Manager or designee to cause such sidewalk to be constructed, reconstructed, or repaired, and the cost be paid entirely by the property owner of record.

- A. Notice of Construction: The property owner shall be personally served or notified by certified mail of the resolution authorizing the City Manager or designee to cause such sidewalk to be constructed, reconstructed, or repaired, and that the cost of said work shall be paid entirely by the owner. If staff is unable to notify the property owner using certified mail, the subject property shall be posted with a copy of the notice for no fewer than fourteen days.
- B. Construction: Fourteen days after the property owner's receipt of the notice or fourteen days after the property is posted, the City Manager or designee shall cause such sidewalk to be constructed or reconstructed to City standards and upon completion of the sidewalk shall issue an invoice to the property owner payable in two months.
- C. Nonpayment: If the cost of the work is unpaid for two months after such work is completed, the City Council may assess the cost of sidewalk construction, reconstruction, or repair against the property by way of assessing it against the property.

D. Notice of Assessment: Fourteen days before levying any assessment against the subject property, the City Council shall:

- (1) Publish in a newspaper of general circulation a notice of the intent to levy an assessment on the subject property; the notice shall state at a minimum the assessment amount, the purpose, the date of the completion of the work, the legal description, and the address of the subject property.
- (2) Post a copy of the same notice on the subject property.
- (3) Personally serve or send a copy of the notice by means of certified mail to the last known address of the property owner of record. The last known address shall be that address listed on the current tax rolls at the time such notice was first published.

E. Fourteen days after the notice is posted, the City shall file a lien at the Box Butte County Clerk's office against the property adjacent to which the sidewalk was installed.

(Ord. No. 2794, § 1, 1-5-2016)

#### Sec. 24-27. – Snow Removal.

- A. Removal: It shall be the duty of the owner of every lot or parcel adjacent to a permanent sidewalk to clean off and remove all snow, slush, and ice therefrom within 24 hours after such snow, slush, or ice has fallen, drifted, or accumulated thereon.
- B. Snow, slush, or ice shall not be moved from lots, driveways, or adjacent sidewalks into the City streets, alleys, or neighboring lots. Such an offense shall be considered a misdemeanor and punishable by a \$100 fine.
- C. Failure to Remove: If, after 24 hours, the lot or parcel owner has failed to make the removal as set out herein, the City Manager or designee shall post the property adjacent to the sidewalk and serve the owner of record with a notice requiring removal within 24 hours of posting or receipt of said 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.
- D. Recovering Costs: The City Manager shall bill the property owner for all costs incurred in clearing the sidewalk. After nonpayment at the end of the two month period, the City Manager may:
  - (1) Levy an assessment against such property in accordance with Section 24-26 (D); or
  - (2) Recover such costs in a civil action.

#### Sec. 24-28. – Liability and Damages.

The owner of the lot, lots, or land shall be liable for all damages or injury occasioned by reason of the defective or dangerous condition of any sidewalk abutting said property.

#### Secs. 24-29 – 24-40. – Reserved.

### ARTICLE III. – CURB STRIPS

#### Sec. 24-41. – Grading.

Grades shall result in a slope of between one-eighth inch and five-eighths inch per foot upward from the curb line to the side of the sidewalk nearest the street. In case of extreme grade changes the City Manager or designee may waive this requirement on an individual basis.

#### Sec. 24-42. – Obstruction.

No person shall allow any grass, weeds, decorative flowers, bushes, trees, or place any items violating Chapter 20 or items taller than 30 inches in the curb strip. Any bushes, shrubs, hedges, or items that are found by the City Manager or designee to be a nuisance by way of impeding vision adjacent to any driveway, sidewalk, or intersection, shall be removed regardless of height.

#### Sec. 24-43. – Paving.

To aid in the installation and maintenance of City utilities in the right-of-way, paving or the installation of any solid surface or solid subsurface material in the curb strip between a standard sidewalk and the back of the curb and gutter is not permitted. This Code does not restrict the paving of commercial sidewalks where allowed.

#### Sec. 24-44. – Sidewalk.

Sidewalk connecting the front walk of a structure to the curb and gutter shall be allowed in the curb strip with the following limitations:

- A. One per 50' of lot frontage; there shall be a separation of at least 10 feet between sidewalks in front of the same lot.
- B. Shall be no wider than the front walk on the property or ten feet, whichever is less.
- C. It must be placed directly in front of the front walk and function as an extension of the front walk to the curb and gutter.

(Ord. No. 2794, § 1, 1-5-2016)

Secs. 24-45 – 24-60. – Reserved.

### ARTICLE IV. – DRIVEWAYS, CURBS, AND GUTTERS

#### Sec 24-61. – Driveways.

No driveway shall be constructed in the City right of way except those that meet the following minimum requirements.

- A. Sidewalk Cross Slope: The cross slope of a sidewalk shall not change where it crosses the driveway. Slope requirements for sidewalks shall be maintained. Sidewalk crossings that do not meet code requirements for cross slope shall be made to meet such requirements when replacing the driveway or sidewalk.
  - B. Material: All driveways located in the City Right of Way shall be paved with Portland cement concrete pavement.
  - C. Thickness: Driveways shall be a full six inches thick from the curb line to the property line including the portion of sidewalk where it crosses the driveway.
  - D. Width: Minimum and maximum widths of driveways and the location and spacing of driveways shall comply with the zoning regulations in which the adjacent property lies.
- (Ord. No. 2794, § 1, 1-5-2016)

Sec. 24-62. – Curb and Gutter.

- A. Breaking Pavement: It is hereby declared to be unlawful for any person to break paving except by sawing to a depth of at least two inches; provided, however, sawing is not required if the paving is partially granite or if permission is obtained from the Public Works Director to break by means other than sawing.
- B. Curb Cuts: It is not permissible to break the back off of existing curb to create a driveway. Where curb and gutter is removed it shall be removed to the nearest joint from each side of the driveway if the remaining section of curb is less than three feet in length. The flow line of curb and gutter shall be maintained. Construction and expansion joints shall be placed as specified in the City standards.

Secs. 24-63 – 24-80. – Reserved.

ARTICLE V. – EXCAVATION AND OBSTRUCTION

Sec. 24-81. – Excavation Requirements:

- A. Exposed Excavations: No person shall excavate any part of the right of way, any lot or part of a lot and leave the same exposed and open in such manner as to endanger the safety of any person passing along, over, or upon any avenue, street, alley or sidewalk therein.
- B. Safety: Excavations and trenches shall meet the minimum requirements of OSHA 2226 or any other publication hereafter released by OSHA governing trenching and excavation safety.
- C. Lighting: The holder of each permit shall notify the City Manager or designee not later than 1:00 p.m. on each Friday of any excavations that need inspected and are ready to fill.

The holder of each permit shall light and maintain, until the following Monday, all excavations not reported by 1:00 p.m. Friday.

- D. Barricades: Any person permitted to do construction or excavation work in any street, avenue, or alley shall provide, at their own expense, substantial barricades with their name clearly marked thereon. These barricades shall be Type 2 of the Manual on Uniform and Traffic Control Devices for streets and highways. In addition to the barricades, sufficient lights shall be used to protect the public.
- E. Tunneling: Tunneling or under cutting is not permitted and if such does occur, the holder of the permit shall be penalized on a square foot basis on all tunneling or under cutting.
- F. Filling: Where any permit is obtained for the excavating in any street, avenue, or alley, which includes the curb strip, all work of replacing paving, filling any trenches or holes, tamping, and reseeding, shall be done by the contractor holding the permit to excavate and shall be done to City standards.
- G. Site Restoration: Replacement of the fill dirt shall be done in a workmanlike manner, so that the area excavated shall be returned substantially to its previous condition. This shall include but not be limited to appropriate tamping, seeding, and the repaving or replacing of sidewalks, roadways, and driveways to City standards.
- H. Nonconforming Paving: Any nonconforming paving removed during excavation may not be replaced as such. All sidewalks and driveways must be constructed to adopted City standards and codes.
- I. Excavations in Curb Strips: Such curb strip area between curb line and lot line is the property of the City and the contractor or other excavator when working in such area shall comply with all applicable provisions of this Code and all appropriate ordinances, resolutions, and rules governing the use of streets, avenues, and alleys.

#### Sec. 24-82. – Obstructions.

It shall be unlawful for any person to place, leave, or permit to be placed or left, with his/her consent, on any avenue, street, alley, sidewalk, curbstone, gutter, crosswalk, or any public right of way or easement, any truck, trailer, automobile, barrow, hand cart, sleigh, or other vehicle, any fence, lumber, wood, benches, seats, chairs, rubbish, rock, gravel, sand, dirt, animals or any other article, device, or things whatsoever except as follows:

- A. Construction: Obstruction Permits may be issued if the adjacent property has a valid building, mechanical, or plumbing permit procured through the City and the City Manager or designee finds there is no practical way to perform such work without obstructing a portion of the right of way.
- B. Signs: Signs shall only be permitted in the C-2, Central Business District in accordance with the sign code for that specific district.

Secs. 24-83 – 24-100. – Reserved.

## ARTICLE VI. – PERMITTING AND CONTRACTORS

### Sec. 24-101. – Permitting.

It is hereby declared unlawful for any person, whether operating under a franchise agreement, contract, building, plumbing, or mechanical permit, or any other agreement with the City, to construct any sidewalk, driveway, curb or gutter, to excavate the ground surface or the ground beneath the surface of any street, avenue, or alley, or obstruct any street, avenue, or alley, within the City without a permit therefor from the City Manager or designee issued as follows:

- A. The applicant shall submit an application and a site plan detailing the location, extent, character of the work proposed, the time when it is to be done, and the location and number of barricades to be used, and shall pay an application fee to the City for each permit issued as established by the City Council.
- B. Every application shall be reviewed by or accompanied by the written consent of the Public Works Director before being issued.
- C. Permits issued pursuant to this Article shall be numbered consecutively and be valid for a period of 10 days from their respective issue date, and no work shall be done under any such permit after the expiration of such ten days. Each permit shall contain the name of the person or company authorized to use the same, the time limit within which the permit may be used, and the location and nature of the work to be done.
- D. Supervision: The construction, repair, or reconstruction of all sidewalks, driveways, curbs, and curb and gutter, and any excavations located on public right-of-way shall be under the supervision of the City Manager or some competent person designated by him for that purpose, who shall supervise and inspect all work and materials used therein.
- E. Inspections: The contractor or property owner shall be required to notify the City Manager or designee and request inspections of the work periodically and receive approval of fill and forms prior to placing any concrete. Any work not performed in compliance with this article may be ordered removed and replaced after inspection.

### Sec. 24-102. – Contractors.

Except as provided for in code, no person shall hereafter construct, repair, or reconstruct any sidewalk, driveway, curb, or curb and gutter, or break out, remove, cut, or alter any sidewalk, driveway, curb, or curb and gutter, or excavate upon, within, or under any of the streets, avenues, or alleys of the City without first having obtained a contractor's license as issued in accordance with Part II of this Code. The City shall be privileged to perform such work without the necessity of becoming a licensed contractor.

### Sec. 24-103. – Repair by Adjacent Property Owner.

Repair of existing sidewalks and driveways, may be performed by the abutting property owner providing that:

- A. An application for a permit is filed with the City Manager or designee and such permit is issued;
- B. Such work is performed in accordance with all provisions of this Article and adopted City standards;
- C. The repair would result in all of the sidewalk abutting upon any lot or parcel of real estate owned by one owner being placed in good repair;
- D. Driveway repair shall result in the entire driveway between the curb line and property line being placed in good repair.
- E. The person performing the work is the bona fide owner and occupant of the adjacent property.

(Ord. No. 2794, § 1, 1-5-2016)

Sec. 24-104. – Noncompliance.

- A. No Permit: Any person who shall fail or neglect to obtain any permit required by this Chapter, shall be charged a no permit fee for the permit.
- B. Suspension of Contractor License: If the same individual shall violate this Chapter twice within any six-month period they may be found guilty of a misdemeanor; if the individual is a licensed contractor, the contractor's license shall automatically be suspended for a period of 90 days regardless of any prosecution for violating this Code.
- C. Substandard Fill: When it is necessary for the City to remove material unfit for filling any excavation and substitute suitable material, there shall be a charge based on the time required for the removal and replacement of such material as well as a cost per ton of the new fill material.
- D. Back Charges: The charges for replacing any concrete, asphalt, or brick paving, for filling in excavations in any street, avenue, or alley, and tamping the same with a mechanical tamper, or performing any work as required by this Article to restore the right of way to its previous condition, shall be as established by the City and billed to the contractor or person failing to perform such work within the time allowed by the excavation permit.
- E. Nonpayment: Back charges shall be paid within two months and no permit shall be issued to anyone who has an unpaid charge hereunder. Upon nonpayment after a two month period, the City Manager shall suspend the contractor's license for 90 days and recover such costs in a civil action against said contractor or person.

Secs. 24-105 – 24-120. – Reserved.

SECTION 2. The City Council has considered the proposed amendments and revisions, and finds the revisions contained within this ordinance are appropriate, promote the general health, safety, morals, and general welfare of the community, and should be incorporated into the Alliance Municipal Code.

SECTION 3. In accordance with the new language contained in this ordinance, Chapter 24 of the current Alliance Municipal Code is hereby repealed.

SECTION 4. This ordinance shall be effective April 15, 2019, following its passage, approval, and publication in pamphlet form.

A motion was made by Mayor Dafney, seconded by Councilman Mischnick to suspend the statutory rule requiring three separate readings of Ordinance No. 2883.

Roll call vote to waive the statutory reading with the following results:

Voting Aye: Jones, Mischnick, Dafney, Bentley, Reynolds.

Voting Nay: None.

Motion carried.

Roll call vote to approve Ordinance No. 2883 on final reading with the following results:

Voting Aye: Jones, Mischnick, Dafney, Bentley, Reynolds.

Voting Nay: None.

Motion carried.

Mayor Dafney stated, “the passage and adoption of Ordinance No. 2883 has been concurred by a majority of all members elected to the Council, I declare it passed, adopted and order it published.”

- Council next conducted a Public Hearing on the request of Mark Wilkinson to rezone Lot 8, Frontier Addition to the City of Alliance from M-2 - Heavy Industrial to C-3 – Highway Commercial. Following the Public Hearing, Ordinance No. 2885 was before Council on second reading. The following information was provided:

[Wilkinson Development has submitted an application to rezone Lot 8, Frontier Addition to the City of Alliance, Nebraska, from M-2, Heavy Industrial to C-3, Highway Commercial.

The lot proposed to be rezoned is located at the southeast corner of the intersection of West 4th Street and Cody Avenue. It is bordered by R-3, Multifamily Residential to the north, M-2, Heavy Industrial to the east, and C-3, Highway Commercial to the south and west.

The proposed rezone will not change the front, side, or rear setbacks, but the side street setbacks shall be changed from 20 feet to 15 feet. The C-3, Highway Commercial zoning district does not have any minimum lot size requirements. The property owner would like to combine Lot 8 with Lot 7 directly to the south and a rezone is necessary to prevent the proposed lot from sitting in two different zoning districts.

The lot is in the West Gateway Neighborhood. This neighborhood is described as having inconsistent land uses and poor development fill out. A rezone to C-3 from M-2 would help eliminate the future possibility of even more land uses that are inconsistent with the primarily commercial land uses adjacent to West 3rd Street.

The City of Alliance Planning Commission met at a rescheduled meeting on March 26, 2019 and voted to recommend the City Council approve the rezone of Lot 8, Frontier Addition to the City of Alliance, Nebraska, from M-2, Heavy Industrial to C-3, Highway Commercial stating the following findings of fact in their motion: The rezone is supported by the Comprehensive Plan as it would eliminate the Heavy Industrial zoning which is inconsistent with the existing commercial zoning primarily found adjacent to West 3<sup>rd</sup> Street.

The rezone would not create any nonconforming lot sizes or structures.

There is adjacent C-3 zoning to the south and west so it would not be a spot zone.]

Mayor Dafney stated “now is the date, time, and place to conduct a Public Hearing to hear support, opposition, criticism, suggestions, or observations of the taxpayers relating to the rezoning request” and opened the public hearing at 7:23 p.m.

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

A motion was made by Councilman Mischnick, seconded by Councilman Bentley to approve the second reading of Ordinance No. 2885. City Clerk Jines read the ordinance by title which follows in its entirety:

#### ORDINANCE NO. 2885

AN ORDINANCE OF THE CITY OF ALLIANCE, NEBRASKA, DEALING WITH ZONING, SETTING FORTH CONDITIONS FOR PASSAGE, AND AMENDING THE DISTRICT ZONING MAP TO SHOW THAT LOT 8, FRONTIER ADDITION, BOX BUTTE COUNTY, NEBRASKA IS NOW INCLUDED AS A C-3 (HIGHWAY COMMERCIAL)

DISTRICT FROM A M-2 (HEAVY INDUSTRIAL) DISTRICT, AND REPEALING PRIOR SECTIONS.

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

SECTION 1. Section 109-22 of the Alliance Municipal Code is amended to provide as follows:

109-22. DISTRICT MAP ADOPTED

A. Zoning District Map: Boundaries of the districts, as enumerated in the Zoning Ordinance, are hereby established as shown on a map prepared for that purpose, which map is hereby designated as the Zoning District Map; and said map, and all the notations, references and information shown thereon is hereby made as much a part of this Zoning Ordinance as if the same were set forth in full herein. The City Planning Commission shall keep on file in their offices an authentic copy of said map, and all changes, amendments, or additions thereto.

B. Boundaries: When definite distances in feet are not shown on the Zoning District Map, the district boundaries are intended to be along existing street, alley or platted lot lines, or extensions of the same, and if the exact location of such lines is not clear, it shall be determined by the City Manager or designee, due consideration being given to location as indicated by the scale of the Zoning District Map.

This is to certify that the Zoning District Map described in the Alliance Municipal Code, passed this \_\_\_\_ day of May, is now the official Zoning District Map.

SECTION 2. Previously existing Section 109-22, and all ordinances, parts of ordinances, resolutions, and policies of the City of Alliance in conflict with the revisions set forth herein 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.

Roll call vote with the following results:

Voting Aye: Jones, Mischnick, Dafney, Bentley, Reynolds.

Voting Nay: None.

Motion carried.

- A Public Hearing on the Final Plat application of the Berean Second Addition to the City of Alliance was the next item for Council. Following the Public Hearing, Ordinance No. 2886 was on second reading before Council. The following information was provided:

[The City of Alliance is in receipt of an application for a Final Plat from the Berean Fundamental Church of Alliance. The Final Plat shows the dedication of a 2.52

acre tract of land, a 130 foot extension of Colorado Avenue, and a 130 foot extension of the west half of Emerson Avenue.

The property proposed to be subdivided is located south of West 20th Street and west of Emerson Avenue. The church would like to plat the tract and list it for sale with the intent that a developer purchase it and replat it for single-family housing.

The land is currently zoned R-1a, Single Family Residential. It is bordered to the north, east, and south by R-1a and to the west by Agriculture. The zoning is correct for the proposed use and is not required to change.

Water and sanitary sewer were installed in West 20th Street right of way as part of the development of Newberry Addition. Electric, the curb and gutter along Emerson, the paving of Colorado Avenue, and a 20' alley would be the required public improvements on this plat. The church proposed a contract with the City to defer and pass the requirement to install these public improvements to the developer or any successive property owners which was approved at our last meeting.

The City of Alliance Planning Commission met at a rescheduled meeting March 26, 2019 and found that the Final Plat was satisfactory. They voted affirmative on a recommendation to the Alliance City Council for the approval of the Final Plat of Berean Second Addition to the City of Alliance, Box Butte County, Nebraska, stating the following findings of fact in their motion:

1. The Final Plat is supported by the Comprehensive Plan in that it is proposed to be residential, which is the area's identification in the Plan.
2. There will not be any nonconforming lots created.
3. The current zoning is correct for this type of development.
4. The Infrastructure Development Agreement provides for the installation of the required public improvements at a later time.
5. The Final Plat shows the same lot layout as the Preliminary Plat which was approved by Council and the Planning Commission.]

Mayor Dafney stated "now is the date, time, and place to conduct a Public Hearing to hear support, opposition, criticism, suggestions, or observations of the taxpayers relating to the Final Plat application for Berean Second Addition" and opened the public hearing at 7:24 p.m.

No testimony was offered, the Public Hearing closed at 7:25 p.m.

A motion was made by Councilman Mischnick, seconded by Councilman Reynolds to approve the second reading of Ordinance No. 2886. City Clerk Jines read the ordinance by title which follows in its entirety:

#### ORDINANCE NO. 2886

AN ORDINANCE APPROVING THE FINAL PLAT OF BEREAN SECOND ADDITION TO THE CITY OF ALLIANCE, BOX BUTTE COUNTY, NEBRASKA

LOCATED IN THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 25 NORTH, RANGE 48 WEST OF THE 6<sup>TH</sup> P.M.

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

SECTION 1. The City of Alliance has received the application for approval of the Final Plat of Berean Second Addition to the City of Alliance, Box Butte County, Nebraska located in the Northwest Quarter of Section 26, Township 25 North, Range 48 West of the 6<sup>th</sup> P.M. to the City of Alliance, Nebraska from the Alliance Berean Church.

SECTION 2. The Planning Commission held a public hearing March 26, 2019, and has recommended the approval of the Final Plat of Berean Second Addition to the City of Alliance, Box Butte County, Nebraska located in the Northwest Quarter of Section 26, Township 25 North, Range 48 West of the 6<sup>th</sup> P.M.

SECTION 3. The Final Plat of Berean Second Addition to the City of Alliance, Box Butte County, Nebraska located in the Northwest Quarter of Section 26, Township 25 North, Range 48 West of the 6<sup>th</sup> P.M is hereby approved by the City of Alliance and shall be filed with the County Clerk as provided by City Code and State law within 30 days of this approval. The plat map which has been prepared is a part of these proceedings and is attached hereto and is incorporated herein and made a part hereof by reference.

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

Roll call vote with the following results:

Voting Aye: Jones, Mischnick, Dafney, Bentley, Reynolds.

Voting Nay: None.

Motion carried.

- Next on the agenda for Council's consideration was Resolution No. 19-37 which authorizes the City of Alliance to enter into a Franchise Agreement and Pole Attachment Agreement with Spectrum Mid-America, LLC. The following information was provided for Council:

[The Franchise Agreement with Spectrum Mid-America, LLC i/k/a Charter Communications, with accompanying Pole Attachment Agreement, is being presented to City Council for approval. Previously, the City Council adopted Ordinance No. 2877 amending the Municipal Code establishing new Cable Franchise Regulations. The Franchise Agreement substantially incorporates many of the Cable Franchise Regulations by reference and updates the City's Franchise Agreement with Charter.

The City's legal counsel had prepared the Franchise Agreement previously to be approved with Ordinance No. 2877. Prior to approval, however, it was noticed that a Pole Attachment Agreement was needed with Charter in addition to the Franchise Agreement. The parties drafted a Pole Attachment Agreement, and the City Attorney's office and City staff have worked with Charter to negotiate terms and conditions, the most time-consuming being those related to tree trimming services and payment of tree trimming costs. After discussion, the proposed Franchise Agreement and Pole Attachment Agreement requires the City to carry the costs of all tree trimming services, which it normally would do for its own lines regardless of telecommunications attachments, and allows the City to cover such costs through franchise fees, in accordance with the City's franchise agreement with other cable providers.]

A motion was made by Councilman Bentley, seconded by Councilman Mischnick to approve Resolution No. 19-37 as follows:

RESOLUTION NO. 19-37

*WHEREAS*, The Alliance City Council adopted Ordinance No. 2877 on January 22, 2019 which amended the Alliance Municipal Code to modify the chapter dealing with cable television systems and the issuance of franchises to operators of cable television systems; and

*WHEREAS*, Spectrum Mid-America, LLC 1/k/a Charter Communications has requested to enter into a Franchise Agreement and Pole Attachment Agreement with the City of Alliance; and

*WHEREAS*, Spectrum Mid-America, LLC 1/k/a Charter Communications appear to meet the requirements as outlined in Ordinance No. 2877.

*NOW, THEREFORE, BE IT RESOLVED* by the Mayor and Council of the City of Alliance, Nebraska, that the Franchise Agreement and Pole Attachment Agreement with Spectrum Mid-America, LLC 1/k/a Charter Communications for the operation of a cable television system within Alliance is hereby approved, and the Mayor is authorized to execute the Agreement on behalf of the City.

Electric Superintendent Bridge expressed to Council concerns he had regarding the cost of tree trimming being borne upon the City. He believes there is a responsibility of the cable providers to assist with this expense.

Roll call vote with the following results:

Voting Aye: Jones, Mischnick, Dafney, Bentley, Reynolds.

Voting Nay: None.

Motion carried.

- The next item for Council was Resolution No. 19-38 which is the application for the use of LB840 funding made by Chris Mischnick dba Mischnick Construction, LLC for a Small Business Assistance Grant. The following information was provided for Council:

[At the April 4, 2019 City's Economic Development Plan Application Review Committee (EDPARC) meeting, the Committee voted unanimously to recommend to City Council approval of a LB840 Application of Mischnick Construction, LLC for Small Business Assistance funding. The proposal meets the requirements of the City as it is a qualifying business within the definition of the Economic Development Plan.

The Committee has recommended approval of \$5,000 in Small Business Assistance funding to assist in the purchase of a CNC router to create 3D wood carvings, plaques and signs.]

Councilman Mischnick informed the Council and declared he had a conflict of interest regarding this matter as he is an owner in Mischnick Construction, LLC.

A motion was made by Councilman Reynolds, seconded by Councilman Jones to approve Resolution No. 19-38 as follows:

#### RESOLUTION NO. 19-38

*WHEREAS*, The voters of the City of Alliance approved an Economic Development Plan which had been adopted by the City Council in 2001 and in 2010, pursuant to the authority of Nebraska Revised Statutes 18-2701 through 18-2738;

*WHEREAS*, An Application Review Committee has been appointed by the City Council pursuant to law to review applications for assistance under the Economic Development Plan;

*WHEREAS*, The Economic Development Plan is funded by a portion of City sales tax which was also approved by the voters in 2001 and in 2007;

*WHEREAS*, The application of Mischnick Construction, LLC has been received for assistance pursuant to the Economic Development Plan, and it is a qualifying business pursuant to the requirements of the Economic Development Plan;

*WHEREAS*, The Application Review Committee has approved the application of Mischnick Construction, LLC and recommended to the Program Administrator that the project be approved;

*WHEREAS*, The Program Administrator has accepted the recommendation of the Application Review Committee, and recommends that the City Council approve the project;

*WHEREAS*, The Economic Development funds in the project requesting assistance are not the sole or primary funding source; and

*WHEREAS*, The City Council finds that Mischnick Construction, LLC is a qualifying business and that this allocation of funds does not exceed the limitations of Section 18-2717 of the Nebraska Revised Statutes.

*NOW, THEREFORE, BE IT RESOLVED*, by the Mayor and City Council of Alliance, Nebraska, that the application of Mischnick Construction, LLC for assistance from the Economic Development Fund pursuant to the Local Option Municipal Economic Development Act is hereby approved. Funding will be provided in the amount of \$5,000 as part as the Small Business Assistance Funding.

*BE IT FURTHER RESOLVED*, that the Mayor is hereby authorized to execute on behalf of the City the Economic Development Assistance Agreement between the City of Alliance and Mischnick Construction, LLC.

Roll call vote with the following results:

Voting Aye: Dafney, Reynolds, Jones, Bentley.

Abstaining: Mischnick.

Voting Nay: None.

Motion carried.

- Next for Council was a request by City Manager Sprock to approve a motion to grant special consideration of a greater hiring bonus to recruit Nebraska certified police officers for the remainder of 2019. Council was provided with the following information:

[Consistent with Resolution 18-81, City Manager Sprock is requesting special consideration to offer up to \$15,000 in a hiring bonus award over a three year period to attract an experienced law enforcement officer for our Alliance Police Department. Due to recent exits of experienced staff, the Department is in need of an officer that will provide knowledge, experience and mentorship to our younger officers. At the present time we are facing a significant shortage of seasoned officers which creates challenges in ensuring the safety of other officers and maintaining a high level of quality service. This will also allow for the individual to commence policing upon hire, rather than the added expense and time delay of attending the Law Enforcement Academy which costs approximately \$12,000 in wages, \$2,000 in room and board and \$3,000 in meals. Generally, new officers are not able to work independently for a minimum of eight months causing scheduling issues as well as additional work demands of existing staff.

Depending on the hire there may be an added leave balance award of vacation time. In order to recruit a Nebraska certified police officer it would be considered a lateral move. Officers that have been with another department may need an incentive to make a lateral move to another department in order to not be backwards in benefits.]

A motion was made by Councilman Bentley, seconded by Councilman Reynolds to approve an increased hiring bonus to recruit Nebraska certified police officers for the remainder of 2019.

Roll call vote with the following results:

Voting Aye: Jones, Mischnick, Dafney, Bentley, Reynolds.

Voting Nay: None.

Motion carried.

- The presentation and acceptance of the Second Quarter Financial Statement was next before Council.

Finance Director Waggener presented and reviewed the Second Quarter Financial Report and Dashboards to Council.

A motion was made by Mayor Dafney, seconded by Councilman Jones to accept the Second Quarter Financial Report.

Roll call with the following results:

Voting Aye: Jones, Mischnick, Bentley, Dafney, Reynolds.

Voting Nay: None.

Motion carried.

Mayor Dafney and members of Council thanked Finance Director Waggener for his dedicated service and the fine job he has done with the City's finances.

- Prior to adjourning the meeting, Council announced the following board vacancies: two on the Board of Adjustment, three on the Economic Development Plan Citizen Advisory Board, one youth representative on the Library Board, and two vacancies on the Park and Tree Board and the alternate position on the Planning Commission. Anyone interested in serving on these Boards should contact the City Clerk's Office. Information on all of the City Boards is also available on our web site, [www.cityofalliance.net](http://www.cityofalliance.net).

There being no further business before Council, Mayor Dafney adjourned the meeting at 7:53 p.m.

  
Mike Dafney, Mayor

(SEAL)

  
Linda S. Jines, 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.

