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WHEREAS, Residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, Residents should make a home escape plan, drawing a map of each level of the home, showing all doors and windows; and

WHEREAS, Residents should practice the home fire escape plan with everyone in the household, including visitors; and

WHEREAS, Residents are responsive to public education measures and are able to take action to increase their safety from fire, especially in their homes; and

WHEREAS, The 2019 Fire Prevention Week™ theme, “Not Every Hero Wears a Cape. Plan and Practice Your Escape!™” effectively serves to remind us that we need to take personal steps to increase our safety from fire.

THEREFORE, I Mike Dafney, Mayor of Alliance, do hereby proclaim October 6–12, 2019, as Fire Prevention Week throughout this City, and I urge all the people of Alliance to be aware of their surroundings, look for available ways out in the event of a fire or other emergency, respond when the smoke alarm sounds by exiting the building immediately, and to support the many public safety activities and efforts of the City of Alliance fire and emergency services during Fire Prevention Week 2019.

● Next, Council designated the week of October 6, 2019 as Public Power Week. Councilman Bentley read and presented the following Proclamation:

Proclamation Public Power Week

October 6 – 12, 2019

City of Alliance Electric Department Helps Our Community in Powerful Ways

*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

*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

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*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.

*NOW, THEREFORE BE IT RESOLVED*, 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

*BE IT FURTHER RESOLVED*, That the week of October 6 – 12, 2019, be designated the 31<sup>st</sup> Annual Public Power Week in order to honor 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; and

*BE IT FURTHER RESOLVED*, That our community joins hands with more than 2,000 other public power systems in the United States in this celebration of public power and recognition that the *Alliance Electric Department* is good for customers, business, the community and the nation.

*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, 2019.

- The last proclamation presented recognized October as Head Start Awareness Month. Councilman Mischnick read the following Proclamation:

PROCLAMATION  
Head Start Awareness Month

WHEREAS, Established in 1965, Head Start is a national, federally funded early childhood development program that serves children and families and whose purpose is to help children achieve their full potential; and

WHEREAS, Head Start provides comprehensive health, nutritional, educational, social services, family and community development and meaningful parent involvement; and

WHEREAS, Head Start focuses on children's language development, early literacy, social skills, and giving their parents the skills and giving their parents the skills in becoming their child's first and best teacher; and

WHEREAS, Head Start is committed to the development of each child and provides preventative and early intervention services to children and families regardless of their economic status; and

NOW THEREFORE, I, Mike Dafney, Mayor of the City of Alliance, do hereby proclaim the month of October 2019 as,

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"HEAD START AWARENESS MONTH"

BE IT FURTHER RESOLVED, it is recognized that the needs of children and families in the this immediate service area must become a top priority for future decision makers by investing financial resources and talent in the prevention of health and mental health and educational disabilities, child abuse and neglect, and family dysfunction.

BE IT FURTHER RESOLVED, that all parents of preschool age children should be encouraged to participate in literacy activities, such as reading a book with your child, attending a play with your child, and going to the library with your child during the month of October.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the City of Alliance on this 1<sup>st</sup> day of October, 2019.

● Next on Council's agenda was the Consent Calendar. A motion was made by Councilman Jones and seconded by Councilman Bentley to approve the Consent Calendar as follows:

CONSENT CALENDAR – OCTOBER 1, 2019

1. Approval: Minutes of the Special Meeting, September 30, 2019.
2. Approval: Claims against the following funds for October 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; \$25,527.00.
3. Approval: Transfer of Capital Fund in the Electric Department from System Rebuild Maintenance 05-51-53-53-948 to NRCNTSVC Traffic Control Device in the amount of \$13,000. The funds will be used for the replacement of the 10<sup>th</sup> Street and Box Butte Avenue traffic controller as the current control is obsolete and replacement parts are no longer available for maintenance.
4. Approval: Acceptance of a Quitclaim Deed from Shirley Jean Herman and Shelley Rae Herman for the West One Half (W½) and the North One Half of the East One Half (N½ of the E½) Lot Thirty-three (33), Section Eight (8), Block Twenty (20), Third Addition to the Alliance Cemetery (3 spaces) under the City's Buy Back Policy.
5. Approval: Resolution No. 19-89 provides Alliance's annual certification to the Nebraska Board of Public Roads Classifications and Standards of program compliance for 2019.
6. Approval: The *Special Events Request for Use of Public Facilities, Parks, Streets* of the Alliance Chamber of Commerce. The Chamber is requesting the closure of the 300 and 400 blocks of Box Butte Avenue for their annual Halloween downtown Trick or Treating event. The event will be held on Thursday, October 31, 2019 between 2:30 p.m. to 5:30 p.m. The

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Chamber indicated that businesses in the 200 and 500 blocks will be participating; however, they are not requesting a street closure for those blocks. A Certificate of Insurance will be provided prior to the event.

7. Approval: Resolution No. 19-85 authorizing the annual Contribution Agreement for Box Butte Development Corporation in the amount of \$75,700.
8. Approval: Resolution No. 19-86 authorizing the annual Contribution Agreement for the Alliance Chamber of Commerce in the amount of \$11,000.
9. Approval: Resolution No. 19-87 authorizing the annual Contribution Agreement for Keep Alliance Beautiful in the amount of \$50,000.
10. Approval: Resolution No. 19-88 authorizing the annual Contribution Agreement for Heartland Expressway in the amount \$2,939.04

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, Mischnick, Jones, Reynolds, Bentley.

Voting Nay: None.

Motion carried.

- The first reading of Ordinance No. 2897 was next for Council's consideration. This Ordinance will amend the Alliance Municipal Code to address the recently enacted Small Wireless Facilities Deployment Act by the Nebraska Legislature. The following information was provided to Council:

[During the 2019 Legislative Session the Small Wireless Facilities Deployment Act was adopted. The effect of the act is that requests to access the municipal right-of-way or build poles in the right-of-way by a specific technology commonly known as "small cell" be treated differently than other requests to access the right-of-way. It is important to note that not all wireless or broadband technology deployments are actually "small cell" technology. Small cells are low-powered cellular radio access nodes involving antennas, fiber, electricity and sometimes large equipment cabinets that have a limited range as a method of increasing cellular network capacity, quality and resilience. Because of this limited geographical coverage, it generally takes a lot of small cells to augment a macro cell tower in the area.

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City Attorney Hoelsing has reviewed the draft versions of proposed language from the Nebraska League of Municipalities, along with the Federal laws relating to this issue and has prepared Ordinance No. 2897 for Council's consideration. This ordinance will update the Alliance Municipal Code.]

A motion was made by Councilman Mischnick, seconded by Councilman Jones to approve the first reading of Ordinance No. 2897. City Clerk Jines read the ordinance by title which follows in its entirety:

ORDINANCE NO. 2897

AN ORDINANCE OF THE CITY OF ALLIANCE ADOPTING A NEW ARTICLE ENTITLED "SMALL WIRELESS FACILITIES REGULATIONS FOR THE RIGHT-OF-WAY"; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.

WHEREAS, Federal laws and regulations that govern local zoning standards and procedures for wireless communication facilities have substantially changed; and

WHEREAS, The City of Alliance (the "City") desires to update its local standards and procedures to reasonably regulate wireless communication facilities aesthetics, to protect and promote the City's character in a manner consistent with state and federal laws and regulations; and

WHEREAS, The City intends to fully comply with state and federal law; and

WHEREAS, Federal laws and regulations, wireless technology and consumer usage have reshaped the environment within which wireless communication facilities are permitted and regulated.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City that the Municipal Code shall be amended as follows:

SECTION 1. Amendment. That the Municipal Code is hereby amended by adding Article XII in Chapter 18, entitled "Small Wireless Facilities Regulations for the Right-of-Way". The entirety of Article XII in Chapter 18 shall be as follows:

**"Section 18-601. - Purpose.**

- (1) The provisions of this Article shall be known as the Small Wireless Facilities Regulations for the Right-of-Way. It is the purpose of these provisions to delineate restrictions, development standards and siting criteria, and establish removal procedures in order to protect the City from the uncontrolled siting of wireless communication facilities in locations that have significant adverse effects and cause irreparable harm.
- (2) The Legislature found and declared in the Small Wireless Facilities Deployment

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Act (2019 LB 184) (the "Act") that:

- (a) The deployment of small wireless facilities and other next-generation wireless facilities is a matter of statewide concern and interest and public policy;
- (b) Wireless products and services are a significant and continually growing part of the state's economy and that encouraging the development of strong and robust wireless communications networks throughout the state is necessary to address public need and policy and is integral to the state's economic competitiveness;
- (c) Rapid deployment of small wireless facilities will serve numerous important statewide goals and public policy, including meeting growing consumer demand for wireless data, increasing competitive options for communications services available to the state's residents, improving the ability of the state's residents to communicate with other residents and with their state and local governments, and promoting public safety;
- (d) Small wireless facilities, including facilities commonly referred to as small cells and distributed antenna systems, are deployed most effectively in public rights-of-way;
- (e) To meet the public need and policy and the key objectives of the Act that wireless providers must have access to the public rights-of-way to densify their networks and provide next-generation wireless services;
- (f) Uniform procedures, rates, and fees for permit issuance and deployment of small wireless facilities in public rights-of-way and on City infrastructure, including poles, throughout the state that are reasonable and will encourage the development of robust next-generation wireless networks for the benefit of residents throughout the state; and
- (g) The procedures, rates, and fees in the Act, together with any taxes, fees, or charges imposed under Neb. Rev. Stat. § 86-1239(2), (a) are fair and reasonable when viewed from the perspective of the state's residents and the state's interest in having robust, reliable, and technologically advanced wireless networks, and (b) reflect a balancing of the interests of the wireless providers deploying new facilities and the interests of authorities in receiving fair value by recovering their costs of managing access to the public rights-of-way and provide for the attachment space on City infrastructure and enable the reviewing and processing of applications for the installation of small wireless facilities within the rights-of-way.

**Section 18-602. - Definitions.**

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For purposes of this Article X, the following words and terms as used herein are defined to mean the following:

*Act* means the Small Wireless Facilities Deployment Act (Legislative Bill 184 adopted codified in Neb. Rev. Stat. § 86-1201 *et seq.*).

*Antenna* means communications equipment that transmits or receives electromagnetic radio frequency signals used in providing wireless services.

*Applicable codes* means uniform building, fire, safety, electrical, plumbing, or mechanical codes adopted by a recognized national code organization or local amendments to such codes so long as such amendments are not in conflict with the Act and to the extent such codes have been adopted by the City and are generally applicable in the jurisdiction.

*Applicant* means any person who submits an application and is a wireless provider.

*Application* means a written request submitted by an applicant to the City (1) for a permit to collocate small wireless facilities on an existing utility pole or wireless support structure or (2) for a permit for approval for the installation, modification, or replacement of a utility pole to support the installation of a small wireless facility.

*Collocate* or *collocation* means to install, mount, maintain, modify, operate, or replace small wireless facilities on or adjacent to a wireless support structure or utility pole. Collocate or collocation does not include the installation of a new utility pole or new wireless support structure in the right-of-way.

*Communications network* means a network used to provide communications service.

*Communications service* means a cable service as defined in 47 U.S.C. 522, as such section existed on January 1, 2019, an information service as defined in 47 U.S.C. 153, as such section existed on January 1, 2019, a telecommunications service as defined in 47 U.S.C. 153, as such section existed on January 1, 2019, or a wireless service.

*Communications service provider* means a cable operator as defined in 47 U.S.C. 522, a provider of information service as defined in 47 U.S.C. 153, or a telecommunications carrier as defined in 47 U.S.C. 153, as such sections existed on January 1, 2019. Communications service provider includes a wireless provider.

*Decorative pole* means a City pole that is specially designed and placed for aesthetic purposes.

*Distributed Antenna System* means a network consisting of transceiver equipment at a central hub site to support multiple antenna locations throughout the desired coverage area.

*Eligible Facilities Request* shall be as defined in federal regulations.

*FAA* means the Federal Aviation Administration.

*FCC* means the Federal Communications Commission.

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*Fee* means a one-time, nonrecurring charge.

*Historic district* means any prehistoric or historic district, site, building, structure, or object included in, or eligible for inclusion in, the National Register of Historic Places, in accordance with Stipulation VI.D.1.a (i)-(v) of the Nationwide Programmatic Agreement for Review of Effects on Historic Properties for Certain Undertakings Approved by the Federal Communications Commission codified at 47 C.F.R. part 1, Appendix C, as such regulation existed on January 1, 2019, or designated pursuant to state historic preservation law if such designation exists at the time of application.

*Law* means federal, state, or local law, statute, common law, code, rule, regulation, order, or ordinance.

*Macro cell* means an antenna or antennas mounted on a tower, ground-based mast, rooftops or structures, at a height that provides coverage to the surrounding area.

*Microwireless facility* means a small wireless facility that is not larger in dimension than twenty-four inches in length, fifteen inches in width, and twelve inches in height and with any exterior antenna no longer than eleven inches.

*City* means the City of Alliance, Nebraska.

*Permit* means a written authorization required by the City to perform an action, initiate, continue, or complete installation of a small wireless facility on an existing utility pole or attached to an existing wireless support structure, or to install, modify, or replace a utility pole to support installation of a small wireless facility.

*Person* means an individual, a corporation, a limited liability company, a partnership, an association, a trust, or any other entity or organization, including the City.

*Pole* means a legally constructed pole, such as a utility, lighting or similar pole made of wood, concrete, metal or other material, located or to be located within the right-of-way.

*Rate* means a recurring charge

*Right-of-way* means the area on, below, or above a public roadway, highway, street, sidewalk, alley, dedicated utility easement, or similar property, but not including a private easement.

*Routine maintenance* means inspections, testing or repair that maintain functional capacity, aesthetic and structural integrity of a small wireless facility and the associated structure, pole or tower, and that does not involve impeding, damaging or disturbing any portion of the right-of-way.

*Small wireless facility* means a wireless facility that meets each of the following conditions: (1) The facilities (a) are mounted on structures fifty feet or less in height including the antennas or (b) are mounted on structures no more than ten percent taller than other adjacent structures; (2) each antenna associated with the deployment is no more than three cubic feet in volume; (3) all other equipment associated with the structure, whether ground-mounted or pole-

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mounted, is no more than twenty-eight cubic feet in volume; (4) the facilities do not require antenna structure registration under 47 C.F.R. part 17, as such regulation existed on January 1, 2019; (5) the facilities are not located on tribal lands, as defined in 36 C.F.R. 800.16(x), as such regulation existed on January 1, 2019; and (6) the facilities do not result in human exposure to radio frequency radiation in excess of the applicable safety standards specified in 47 C.F.R. 1.1307(b), as such regulation existed on January 1, 2019.

*State* means the State of Nebraska.

*Stealth* means a design that minimizes the visual impact of wireless communication facilities by camouflaging, disguising, screening or blending them into the surrounding environment. Examples of stealth design include but are not limited to facilities disguised as trees (monopines), flagpoles, utility and light poles, bell towers, clock towers, ball field lights and architecturally screened roof-mounted antennas or flush-mounted antennas that are either painted to match or enclosed in an architecturally, applicable box.

*Technically feasible* means that by virtue of engineering or spectrum usage, the proposed placement for a small wireless facility, or its design or site location, can be implemented without a reduction in the functionality of the small wireless facility.

*Tower* means any structure in the right-of-way built for the sole or primary purpose of supporting a wireless communication facility.

*Tower height* means the vertical distance measured from the base of the tower structure at grade to the highest point of the structure including the antenna. A lightning rod, not to exceed ten (10) feet in height, shall not be included within tower height.

*Transmission equipment* means equipment that facilitates transmission for any FCC-licensed or authorized wireless communication service, including, but not limited to, radio transceivers, antennas, microwave dishes, coaxial or fiber-optic cable and backup power supplies. The term includes equipment associated with wireless communication services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

*Utility pole* means a pole located in the right-of-way that is used for wireline communications, lighting, the vertical portion of support structures for traffic control signals or devices or a similar function, or for the collocation of small wireless facilities and located in the right-of-way. Utility pole does not include (1) wireless support structures, (2) any transmission infrastructure owned or operated by the City, and (3) any distribution or communications infrastructure owned or operated by the City.

*Wireless facility* means equipment at a fixed location that enables wireless communications between user equipment and a communications network, including (a) equipment associated with wireless communications and (b) radio transceivers, antennas, coaxial or fiber-optic cable, regular power supply, and small back-up battery, regardless of technological configuration. Wireless facility includes small wireless facilities. Wireless facility does not include (a) the structure or improvements on, under, or within the equipment which is collocated,

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(b) coaxial or fiber-optic cable that is between wireless structures or utility poles or that is otherwise not immediately adjacent to, or directly associated with, a particular antenna, or (c) a wireline backhaul facility.

*Wireless infrastructure provider* means any person, including a person authorized to provide telecommunications service in the State of Nebraska, when acting to build or install wireless communication transmission equipment, wireless facilities, or wireless support structures, but that is not a wireless services provider.

*Wireless provider or provider* means a wireless services provider or a wireless infrastructure provider when acting as a coapplicant for a wireless services provider.

*Wireless services* means any services using licensed or unlicensed spectrum, including the use of Wi-Fi, whether mobile or at a fixed location, provided to the public using wireless facilities.

*Wireless services provider* means a person who provides wireless services.

*Wireless support structure* means a structure such as a guyed or self-supporting tower, billboard, building, or other existing or proposed structure designed to support or capable of supporting wireless facilities other than a structure designed solely for the collocation of small wireless facilities. Wireless support structure does not include a utility pole.

*Wireline backhaul facility* means an above-ground or underground facility used to transport communications services from a wireless facility to a communications network.

### **Section 18-603. - Deployment in the Right-of Way.**

- (1) This Article only applies to the deployment of small wireless facilities in the right-of-way and to associated poles or towers. The placement of other facilities or infrastructure in the right-of-way shall be governed by other laws and ordinances.
- (2) No person may install in the right-of way any small wireless facility, or any pole or tower built for the sole or primary purpose of supporting a small wireless facility, nor shall they construct, install, or maintain in the right-of-way any wireless facilities without first receiving a permit and entering into a SWF Agreement from the City.
- (3) A SWF Agreement with the City expressly authorizing use of the right-of-way for the small wireless facility, pole or tower proposed to be installed and maintained. The SWF Agreement may provide for the attachment to City poles or structures in the right-of-way in addition to poles or structures owned by unrelated third parties, provided that the applicant secures the written consent of the third party for such attachment. The City shall not be required to allow the collocation of small wireless facilities on utility poles owned, operated, or managed by the City except pursuant to a negotiated pole attachment agreement containing reasonable and nondiscriminatory terms and conditions, including, but not limited to,

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applicable rates, and the permit, operational, and safety requirements of the City. The pole attachment agreement may be separate from or a part of the SWF Agreement. Any annual pole attachment rate for the collocation of a small wireless facility supported by or installed on a utility pole owned, operated, or managed by the City shall be fair, reasonable, nondiscriminatory, and cost-based.

- (4) General Terms of a SWF Agreement.
  - (a) The term of a SWF Agreement shall be for up to 5 years. The SWF Agreement may be renewed for an additional term of 5 years, subject to the mutual written agreement of the City.
  - (b) The SWF Agreement authorizes the provider's non-exclusive use of the right-of-way for the sole purpose of installing, maintaining and operating wireless communication facilities, including any pole or tower built for the sole or primary purpose of supporting the wireless communication facilities and any tower, to provide the services expressly authorized in the SWF Agreement, subject to applicable laws, this Article and the terms and conditions of the SWF Agreement. The SWF Agreement authorizes use only of the right-of-way in which the City has an actual interest. It is not a warranty of title or interest in any right-of-way and it does not confer on the provider any interest in any particular location or to a superior or preferred location within the right-of-way. Nothing herein shall authorize the use of the City's poles, towers, support structures or other structures outside of the right-of-way. All use of City poles, towers, support structures, and other structures in the right-of-way may require a separate attachment agreement or be specifically provided for in the SWF Agreement, and shall include the payment of fees for such use.
  - (c) The provider shall, at its sole cost and expense, keep and maintain its wireless communication facilities, poles, support structures and towers in the right-of-way in a safe condition, and in good order and repair.
  - (d) In the event of an emergency regarding the provider's small wireless facilities, or related poles, support structures or towers, the provider shall immediately notify the City of the nature of the emergency and planned response to the emergency.
- (5) In the event of an emergency, a wireless provider or its duly authorized representative may relocate and work on existing small wireless facilities in the right-of-way prior to obtaining a permit, provided that the provider shall contact the City prior to commencing the work and shall apply for a permit as soon as reasonably possible, but not later than one business day after commencing the emergency work. For purposes of this subsection, an "emergency" means a circumstance in which immediate repair to damaged or malfunctioning facilities is necessary to restore lost service or prevent immediate harm to persons or

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property.

- (6) Permit Application Requirements. All applications for a permit for small wireless facility installations in the right-of-way shall be made to the City Manager or his or her designee. The application shall be submitted by the wireless provider or its duly authorized representative and shall contain the following:
  - (a) The applicant's name, address, telephone number, and email address, including emergency contact information for the applicant.
  - (b) The names, addresses, telephone numbers, and email addresses of all consultants, if any, acting on behalf of the applicant or provider with respect to the filing of the application.
  - (c) A description of the proposed work and wireless communication facility sufficient to demonstrate compliance with the provisions of this Article. A scaled site plan is required. A scaled site plan shall clearly indicate the location, type, height and width of any proposed pole, on-site land uses and zoning, adjacent land uses and zoning, adjacent roadways, photo simulations, a depiction of all proposed transmission equipment, proposed means of access, setbacks from property lines, elevation drawings or renderings of the proposed pole and any other structures, topography, utility runs and other information deemed necessary to assess compliance with this Article.
  - (d) If applicable, a copy of the authorization from the owner of the pole, tower or support structure—other than the City—on or in which the wireless communication facility will be placed or attached.
  - (e) Detailed construction drawings and photo simulations regarding the proposed wireless communication facility. Such drawings and photo simulations may be included in the scaled site plan.
  - (f) To the extent the proposed wireless communication facility involves collocation on a pole, tower or support structure, a structural report prepared by a Nebraska licensed professional engineer evidencing that the pole, tower or support structure will support the collocation (or that the pole, tower or support structure will be modified to meet structural requirements) in accordance with applicable codes.
  - (g) For any new above-ground wireless communication facilities, accurate visual depictions or representations, if not included in the construction drawings or photo simulations, or in the scaled site plan.
  - (h) A written report will be prepared, signed and sealed by a Nebraska licensed professional engineer or a qualified employee of the applicant,

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which assesses whether the proposed small wireless facility demonstrates compliance with the Radio Frequency (“RF”) emissions limits established by the FCC. The qualified employee of the applicant shall submit his or her qualifications with the report.

- (i) Any other submission requirements per published City policies, regulations, or ordinances.
- (7) Applications are public records that may be made publicly available pursuant to the statutes of Nebraska. Notwithstanding the foregoing, the applicant may designate portions of its application materials that it reasonably believes contain proprietary or confidential information as “proprietary” or “confidential” by clearly marking each portion of such materials accordingly, and the City shall treat the information as proprietary and confidential, subject to the law of Nebraska and the City’s determination that the applicant’s request for confidential or proprietary treatment of application materials is reasonable and in compliance with such law. The City shall not be required to incur any costs to protect the application materials from disclosure, other than the City’s routine procedures for complying with Nebraska law.
- (8) A permit from the City will authorize an applicant to undertake only the activities in the right-of-way specified in the application and permit, and in accordance with this Article and any conditions included in the permit. A permit does not authorize attachment to or use of existing poles, towers, support structures or other structures in the right-of-way. A SFW Agreement and/or pole attachment agreement is necessary for such attachment or use. A permit, without an SFW Agreement, does not authorize installation of small wireless facilities in the right-of-way. A permittee or wireless provider must obtain all necessary approvals from the owner of any pole, tower, support structure or other structure prior to any attachment or use. A permit does not create a property right for the applicant. A permit does not allow the applicant to interfere with other uses or users of the right-of-way.
- (9) Any permit for construction issued under this Article shall be valid for a period of one (1) year, provided that the one (1) year period may be extended for up to an additional one (1) year upon approval by the City Council or City Manager upon the written request of the applicant (made prior to the end of the initial one (1) year period) if the failure to complete construction is as a result of circumstances beyond the reasonable control of the applicant.
- (10) Unless otherwise provided in a SWF Agreement or agreed to in writing by the City, a performance and payment (for any subcontracted work) bond or other form of surety acceptable to the City equal to at least one hundred percent (100%) of the estimated cost of the work within the right-of-way shall be provided before the applicant commences work.

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- (11) An applicant may submit no more than ten (10) sites in a consolidated application for small wireless facilities, provided that the proposed wireless communication facilities are to be deployed on the same type of structure using similar equipment within the City. A "site" for purposes of this Article shall mean one small wireless facility that meets the special conditions of this Article.

**Section 18-604. - Routine Maintenance and Repair.**

A permit shall not be required for routine maintenance and repair. The provider or other person performing the routine maintenance and repair shall obtain any other permits required by applicable laws and shall notify the City in writing at least forty-eight (48) hours before performing the routine maintenance and repair.

**Section 18-605. – Rates and Fees.**

- (1) Applications pursuant to this Article shall be accompanied by the requisite application Fee required by the City, as established from time to time.
- (2) A SWF Agreement shall include fair, reasonable, and competitively neutral Rates annually for a small wireless facility, as established by the City from time to time.
- (3) Rates and Fees in this Article may not exceed those set by the Act or set by the FCC's September 27, 2018 Declaratory Ruling and Third Report and Order, as amended from time to time.

**Section 18-606. - Administrative Review.**

Small wireless facilities in the right-of-way may be approved through administrative review of the City Manager or his or her designee if the following requirements are met:

- (1) A complete application is submitted, all Fees are paid, a permit is obtained by the applicant, and an SWF Agreement is entered into; and
- (2) Each new, modified or replacement pole, tower or structure installed in the right-of-way shall not exceed the height limits of the respective zoning district. If a height limit is exceeded, then either a conditional use permit or special use permit is required, which permit need not be granted.
- (3) The applicant complies with all of the other requirements of this Article.
- (4) Design standards and design guidelines set forth in this Article shall be met by the applicant:

**Section 18-607. – Design Standards and Guidelines.**

All small wireless facilities shall be designed, installed, construction, and maintained as follows:

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- (1) All small wireless facilities shall conform to the City's Comprehensive Plan.
- (2) Small wireless facilities must conform to all height, set-back, and other zoning limits of the City.
- (3) Small wireless facilities shall be located and designed to minimize any significant adverse effect on abutting property or the highway and right-of-way. Small wireless facilities shall be placed in location where existing and future topography, vegetation, buildings, or other structures provide the greatest amount of screening, such as screened roof-top mounts, water towers, billboards, camouflaged sites, existing building or poles, heavy commercial or industrial zones, or near power transformation facilities.
- (4) Small wireless facilities shall be compatible and to scale as near as possible with existing, surrounding land uses.
- (5) Stealth features shall be incorporated into the installation and maintenance of small wireless facilities, unless the existing, surrounding land uses would be incompatible or unfamiliar with the use of stealth features.
- (6) Residential areas shall be avoided unless it is shown that location in nearby heavy commercial or industrial zones would be unreasonable, unduly burdensome, or significantly less effective to the applicant.
- (7) Any impact on existing natural resources, open trails, or recreational areas shall be minimized.
- (8) Poles installed shall conform to the style, height, shape, look, type, color, and feel of existing poles in the surrounding area. Decorative poles may be required, if applicable. Multi-purpose poles must maintain their multi-purpose nature, such as street-lighting features.
- (9) Color and finish of any small wireless facility must much, to the extent possible, existing and visible utilities located in the right-of-way, such as cable boxes, electrical power transformers, etc.
- (10) A good faith effort must be made to mount any small wireless facility on existing poles.
- (11) Ground-level small wireless facilities must be designed to match, to the extent possible, the existing aesthetics of the surrounding buildings and must be unobstructive to views for traffic and safety purposes.
- (12) Power supply to any small wireless facility must be inconspicuous and in conformance with all applicable codes, laws, and statutes.
- (13) No small wireless facility shall interfere with any existing uses of the right-of-way, and all Applications must show a collocation analysis for all other uses of the right-of-way. Small wireless facilities shall be located in such a manner as not to

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interfere with the usual traffic patterns (vehicular or pedestrian) or with the rights or reasonable convenience of owners of property that abut any right-of-way.

- (14) Ground-mounted equipment for small wireless facilities may be used only to house equipment in support of the operation of the facilities.

**Section 18-608. – Right-of-Way Construction and Installation Requirements.**

All small wireless facilities shall be installed, construction, and maintained as follows:

- (1) Towers may not be artificially lighted, unless required by public safety, the FAA or applicable City regulation.
- (2) All towers and antennas must meet current standards and regulations of the FAA, FCC and any other agency of the local, state or federal government with authority to regulate towers and antennas.
- (3) To ensure the structural integrity of poles and towers, the applicant shall ensure that the pole or tower is maintained in compliance with Industry standards and applicable code standards.
- (4) Not more than one (1) time per year, each applicant owning a macro cell tower shall provide to the City an inventory of the wireless provider's existing towers, antennas, or sites approved for towers or antennas, that are either within the jurisdiction of the City or within two (2) miles of the border thereof, including specific information about the location and tower height. The City may share such information with other applicants applying for administrative review or other permits under this Article or other organizations seeking to locate antennas within the jurisdiction of the City, provided, however, that the City is not, by sharing such information, in any way representing or warranting that such sites are available or suitable.
- (5) To the extent feasible, the antennas shall be placed and colored to blend into the architectural detail and coloring of the host structure. Towers and antennas shall be painted a color that best allows them to blend into the surroundings. The use of grays, blues, greens, dark bronze, browns or other site-specific colors may be appropriate; however, each case shall be evaluated individually.
- (6) No facilities may bear any signage other than that required by law or expressly permitted or required by the City.
- (7) All small wireless facilities in residential districts, historic and downtown districts shall be sited and designed with stealth features to minimize adverse visual impacts on surrounding properties and the traveling public to the greatest extent reasonably possible, consistent with the proper functioning of the wireless communication facilities. Such wireless communication facilities and equipment enclosures shall be integrated through location and design to blend in with the

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existing characteristics of the site. Stealth and concealment techniques must be appropriate given the proposed location, design, visual environment, and nearby uses, structures, and natural features. Such wireless communication facilities shall also be designed to either resemble the surrounding landscape and other natural features where located in proximity to natural surroundings or be compatible with the built environment or be consistent with other uses and improvements permitted in the relevant zone.

- (8) The installation or construction of any new pole or support structure or equipment associated with small wireless facilities shall not obstruct access to:
  - (a) any existing above ground or underground right-of-way user facilities or public facilities;
  - (b) any public infrastructure for traffic control, streetlight or public transportation purposes including, without limitation, any vehicular traffic sign or signal or pedestrian traffic sign or signal;
  - (c) any public transportation street furniture or other improvements at any public transportation stop;
  - (d) fire hydrants; or
  - (e) any doors, gates or other ingress and egress points to any building appurtenant to the right-of-way.
- (9) All pole-mounted transmission equipment shall be mounted as close as technically possible to the pole so as to reduce the overall visual profile to the extent feasible subject to applicable codes.
- (10) Prior to the installation or construction of a small wireless facility within the right- of-way or utility easement, the wireless provider must notify all utilities located within such right-of-way or utility easement regarding its proposed use of the right-of-way or utility easement.
- (11) All accessory equipment located at the base of a pole or tower shall be placed (at the provider's choice) underground, or in an equipment cabinet that is (a) designed to blend in with existing surroundings, using architecturally compatible construction and colors; and (b) be located so as to be unobtrusive as possibly consistent with the proper functioning of the wireless communication facilities.
- (12) Individual sites vary in the location of adjacent buildings, existing trees, topography and other local variables. By mandating certain design standards, there may result a project that could have been less intrusive if the location of the various elements of the project could have been placed in more appropriate locations within a given site. Therefore, the wireless communication facilities and supporting equipment may be installed so as to best camouflage, disguise or conceal them, to make the wireless communication facilities more closely

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compatible with and blend into the setting or host structure, upon approval by the City.

- (13) The wireless provider shall furnish to City paper and electronic maps showing the location of its equipment in the right-of-way and as-builts after construction is completed.

**Section 18-609. - Attachment to and Replacement of Decorative Poles.**

Notwithstanding anything to the contrary in this Article, an applicant may not install a small wireless facility on a decorative pole, replace a decorative pole with a new decorative pole, or install new above-ground facilities in the Historic District, unless the City has determined, in its sole discretion, that each of the following conditions has been met:

- (1) The application qualifies for issuance of a permit; and
- (2) The attachments, facilities, and replacement pole are in keeping with the aesthetics of the decorative pole and Historic District

**Section 18-610. - General Work Requirements.**

- (1) The permittee shall employ due care during the installation, maintenance, or any other work in the right-of-way, and shall comply with all safety and construction requirements of applicable laws, City guidelines, standards and practices and any additional commonly accepted safety standards.
- (2) Unless otherwise specified in the permit, the permittee shall erect a barrier around the perimeter of any excavation and provide appropriate traffic control devices, signs and lights to protect, warn and guide the public (vehicular and pedestrian) through the work zone. The manner and use of these devices shall be as described within a traffic control plan. The permittee shall maintain all barriers and other traffic control and safety devices related to an open excavation until the excavation is restored to a safe condition or as otherwise directed by the City.
- (3) The permittee shall not interfere with any existing facilities or structures in the right-of-way.
- (4) Before beginning any excavation in the right-of way, the permittee shall comply with the Nebraska One Call Notification Act.
- (5) All construction practices and activities shall be in accordance with the permit and approved final plans and specifications. The City and its representatives shall be provided access to the work site and such further information as they may require to ensure compliance with such requirements. All work that does not comply with the permit, the approved plans and specifications for the work, or the requirements of this Article, shall be removed at the sole expense of the permittee. The City may stop work in order to assure compliance with the provisions of this Article.

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- (6) In addition to obtaining a permit for installation of a small wireless facility or pole, an applicant must obtain all other required approvals from the City, such as building permits.

**Section 18-611. - Location of New Facilities.**

- (1) The wireless provider shall not locate or maintain its wireless communication facilities so as to interfere with the use of the right-of-way by the City, by the general public or by other persons authorized to use or be present in or upon the right-of-way.
- (2) Whenever any existing electric utilities, natural gas, water or sewer lines (or other public improvements) and communications facilities are located underground within a right-of-way, the wireless provider with permission to occupy the same portion of the right-of-way shall locate its wireless communication facilities underground at its own expense where technically feasible. The City may, in its sole discretion, approve above-ground placement of equipment cabinets, pedestals and similar equipment. For facilities or equipment such as small wireless facilities that cannot, by their nature, operate unless located above-ground, the wireless provider and City shall work to find a suitable location for such facilities or equipment.
- (3) In performing any work in or affecting the right-of-way, the wireless provider, and any agent or contractor of the provider, shall comply with the provisions of this Article and all other applicable laws.
- (4) The wireless provider, or its agent or contractor, shall restore, repair and replace any portion of the right-of-way that is damaged or disturbed by the provider's wireless communication facilities or work in or adjacent to the right-of-way as required in this Article and all other applicable laws.
- (5) If the wireless provider fails to timely restore, repair or replace the right-of-way as required in this subsection, the City or its contractor may do so and the provider shall pay the City's costs and expenses in completing the restoration, repair, or replacement, including attorneys' fees and expenses.

**Section 18-612. - Removal, Relocation and Abandonment.**

- (1) Within thirty (30) days following written notice from the City, the wireless provider shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any of its wireless communication facilities within the right-of-way, including relocation of above-ground wireless communication facilities underground (consistent with the provisions of this Article), whenever the City has determined, in its sole discretion, that such removal, relocation, change or alteration is necessary for the construction, repair, maintenance, or installation of any City improvement, the operations of the City in, under, or upon the right-of-way, or otherwise is in the

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public interest. The wireless provider shall be responsible to the City for any damages the City may incur as a result of the provider's failure to remove or relocate its wireless communication facilities.

- (2) The City retains the right and privilege to cut or move any wireless communication facility located within the right-of-way of the City, as the City may determine, in its sole discretion, to be necessary, appropriate, or useful in response to any public emergency. If circumstances permit, the City shall notify the wireless provider and give the provider an opportunity to move its own facilities prior to cutting or removing the wireless communication facilities. In all cases the City shall notify the wireless provider after cutting or removing the wireless communication facility as promptly as reasonably possible.
- (3) A wireless provider shall notify the City of abandonment of any wireless communication facility at the time the decision to abandon is made; however, in no case shall such notification be made later than thirty (30) days prior to abandonment. Following receipt of such notice, the wireless provider shall remove its wireless communication facility at the provider's own expense, unless the City determines, in its sole discretion, that the wireless communication facility may be abandoned in place. The wireless provider shall remain solely responsible and liable for all of its wireless communication facilities until they are removed from the right-of-way unless the City agrees in writing to take ownership of the abandoned wireless communication facilities.
- (4) If the wireless provider fails to timely protect, support, temporarily or permanently disconnect, remove, relocate, change or alter any of its wireless communication facilities or remove any of its abandoned wireless communication facilities as required in this subsection, the City or its contractor may do so and the provider shall pay all costs and expenses related to such work, including any damages the City incurs arising from the delay and attorneys' fees and expenses.

**Section 18-613. - Indemnification.**

The applicant and wireless provider shall defend, indemnify, and hold harmless the City, its agents, officers, officials and employees from any and all damages, liabilities, injuries, losses, attorneys' fees, costs, and expenses, whether for personal injury, death or property damage, arising out of or in connection with the activities or performance of the applicant or wireless provider. In the event the City becomes aware of any actions or claims, the City shall promptly notify the applicant and wireless provider and reasonably cooperate in the defense. It is expressly agreed that the City shall have the right to approve, which approval shall not be unreasonably withheld, the legal counsel providing the City's defense, and the applicant and the wireless provider, as applicable, shall reimburse the City for any costs, expenses, and attorneys' fees directly and necessarily incurred by the City in the course of the defense.

**Section 18-614. - Insurance.**

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- (1) No person shall own or operate a small wireless facility within the City without having secured and at all times maintained in place the following insurance coverage: Comprehensive general liability, automobile, workers compensation, employers' liability and umbrella insurance in amounts satisfactory to the City;
- (2) For a small wireless facility in the right-of-way, the commercial general liability insurance policy shall specifically include the City and its officers, officials, employees, and agents as additional insureds;
- (3) All insurance policies shall be issued by an agent or representative of an insurance company licensed to do business in the State and with a Best's rating of at least A-; and
- (4) Such policies shall not be modified or cancelled without thirty (30) days prior written notice being given to the City and the insurance must be replaced by the owner of the wireless communication facility up to its original amounts.

**Section 18-615. – Reviews.**

- (1) The City shall approve any Eligible Facilities Request for a modification of an existing tower or base station that does not result in a substantial change to the physical dimensions of such tower or base station. Eligible Facilities Requests shall be governed by the provisions of Federal law, including, but not limited to, application review, the sixty (60) day shot clock, tolling and the deemed granted remedy. Eligible Facilities Requests are subject to administrative review by the City.
- (2) It is presumed that the City shall have sixty (60) days to review and act on any Application regarding the collocation of small wireless facilities on existing structures. These requests shall be governed by the provisions of Federal law including, but not limited to, application review and incompleteness, resetting of the sixty (60) day review period upon timely notice of incompleteness, tolling and available remedies.
- (3) It is presumed that the City shall have ninety (90) days to review and act on any Application regarding the deployment of a small wireless facilities on new structures. These requests shall be governed by the provisions of Federal law including, but not limited to, application review and incompleteness, resetting of the ninety (90) day review period upon timely notice of incompleteness, tolling and available remedies.
- (4) It is presumed that the City shall have one-hundred fifty (150) days to review and act on any Application regarding new macro cell tower applications. These requests shall be governed by the provisions of Federal law including, but not limited to application review, the one hundred fifty (150) day review period, and tolling.

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**Section 18-616. - Relief**

Any applicant desiring relief, waiver or exemption from any aspect or requirement of this Article may request such, provided that the relief, waiver or exemption is contained in the submitted application. The burden of proving the need for the requested relief, waiver, or exemption is solely on the applicant. No such relief, waiver, or exemption shall be approved unless the applicant demonstrates by clear and convincing evidence that, if granted the relief, waiver or exemption will have no significant effect on the health, safety and welfare of the City, its residents and other service providers.

**Section 18-617. - Other Approvals.**

All other proposed installations within the right-of-way involving wireless communication facilities (for example, where the facilities do not qualify as small wireless facilities), shall require the issuance of a franchise, or of a conditional use permit or special use permit under the Municipal Code.

**Section 18-618. - Violation of this Article.**

Violation of any of the provisions of this Article shall be punishable with a fine from \$0 to \$1,000 for each violation. Each day that a violation occurs or is allowed to exist by the applicant or wireless provider constitutes a separate offense.

**Section 18-619. - Laws, Rules and Regulations.**

T This Article shall be subject to all applicable laws, rules and regulations now or hereafter enacted.”

SECTION 2. Amendment

The various parts, sentences, paragraphs, sections and clauses of this Ordinance are hereby declared to be severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected thereby.

SECTION 3. Conflict.

In the event of a conflict between the provisions of this Ordinance, Federal law and the Act, Federal law or the Act, as applicable, shall control. Any other ordinance or part thereof in conflict with the provisions of this Ordinance is hereby repealed to the extent of such conflict.

SECTION 4. Effective Date.

This Ordinance shall take effect on the 1<sup>st</sup> day of December 2019, following its passage, approval, and publication in pamphlet form according to law.

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Roll call vote with the following results:

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

Voting Nay: None.

Motion carried.

- Ordinance No. 2898 was next before Council on first reading and will adopt the proposed City Council 2020 Meeting Schedule. The following information was provided:

[Council has previously established its meeting calendar as 7:00 p.m. at the Board of Education Meeting Room on the first and third Tuesdays of each month. At first sight, staff does not see any conflicts to our normal scheduling.

Staff would like Council to consider establishing a Special Meeting for the end of our fiscal year for final bill approval and would recommend Wednesday, September 30<sup>th</sup>. This has traditionally been a very short meeting in the morning hours to allow the Finance Department to complete year-end payments.

Although set forth by ordinance, Council may alter the established time and date that is to its members' convenience. Should Council wish to make any further changes, amendments may be made to the proposed ordinance.]

A motion was made by Councilman Reynolds, seconded by Councilman Mischnick to approve the first reading of Ordinance No. 2898. City Clerk Jines read the ordinance by title which follows in its entirety:

#### ORDINANCE NO. 2898

AN ORDINANCE ESTABLISHING THE TIME AND PLACE OF REGULAR COUNCIL MEETINGS FOR THE CALENDAR YEAR 2020.

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

SECTION 1. Nebraska Statutes at Section 19-615 provide that ". . . the Council shall meet at such time and place as it may prescribe by ordinance, but not less frequently than twice each month in cities of the first class."

SECTION 2. The City Code provides at Section 2-25, that "The City Council shall hold its regular meeting on the first and third Tuesday of each month. The Council may, by adoption of a calendar each year, establish regular meeting dates other than the first and third Tuesday of each month."

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SECTION 3. Attached hereto is a "proposed 2020 calendar," which is incorporated herein by reference as if fully set forth.

SECTION 4. The City Council of Alliance, Nebraska shall conduct regular meetings during calendar year 2020 on the dates that are indicated on the attached proposed 2020 calendar at the hour of 7:00 o'clock P.M. at the Board of Education Room, 1604 Sweetwater Avenue, Alliance, Nebraska. The time and place of these meetings may be changed from time to time as provided by law.

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

Roll call vote with the following results:

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

Voting Nay: None.

Motion carried.

- A request from the Aging Office of Western Nebraska for assistance with the management duties of their Nutrition Program was the next matter before Council. Resolution No. 19-82 will approve a Service Agreement with the Aging Office and authorize the use of \$4,000 from the City Council Contingency Fund. Resolution No. 19-83 will approve the increase in the previously adopted Authorized Strength document. The following information was provided:

[The City was presented with an opportunity by the Aging Office of Western Nebraska (AOWN) to assume the nutritional services site management responsibilities at the Alliance Senior Center. The City would receive compensation from AOWN for handling the manager's duties. AOWN made the request due to difficulty finding a suitable candidate to hire as Site Manager. AOWN allows up to 25 hours per week at a starting wage of \$11.18 per hour for the manager position. AOWN believes present City Staff at the Senior Center have the ability to effectively perform the manager duties.

City staff reviewed the request and recommends entering into a Service Agreement that allows the City to provide manager services at the Senior Center for a three-month trial period. Staff believes they have the skills and time to provide the manager duties, but believe it would be wise to evaluate the increased work load to ensure this opportunity is a good long-term fit for the City.

Continuing manager supervision ensures the nutrition site is properly and consistently managed while allowing an opportunity for our staff to work towards growing the senior programs in our community. The nutrition services provided by AOWN are vital to the Senior Center. The program brings seniors in the door who

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stay for events and activities and the program pays rent to the City to offset building expenses. Ensuring seniors continue to have a low-cost lunch is essential to the community and the program provides social interaction that may not be provided elsewhere. Staff believes performing the manager duties will allow the City to maintain and possibly expand this vital resource for seniors in our community.

The Service Agreement will:

- Act as a document that spells out the duties the City is required to perform and the compensation the City would receive for performing those duties.
- Allow the City to provide site management for three months.
- Set compensation at an amount of \$1,200 per month during the Term of this Agreement.
- Set that the City will only be responsible for the site manager duties. The three other Office of Aging positions (cook, cook aide and meal delivery) would continue to be the responsibility of the AOWN.

Staff expects the duties will be shared between the two existing staff members currently at the Senior Center. The RSVP Director can complete the oversight portion of the duties within her normal 40 hour work week because many of those duties overlap with her present oversight tasks. As part of this arrangement, staff is requesting that the RSVP Clerk position be increased (.13 FTE) from 20 hours per week to 25 hours to assist with the additional clerical and reporting duties required for the nutrition center oversight. Eight hours per week (.20 FTE) will be adjusted between Handyman and Senior Center to more closely represent the new arrangement. A transfer of 2019-20 Council Contingency in the amount of \$4,000 is requested to fund the additional RSVP Clerk hours.]

A motion was made by Councilman Bentley, seconded by Councilman Mischnick to approve Resolution No. 19-82 which follows in its entirety:

#### RESOLUTION NO. 19-82

*WHEREAS*, The City of Alliance is the owner of the property located at 212 Yellowstone Avenue, more particularly described as Lots Sixteen (16), Seventeen (17), and Eighteen (18), Block Twenty-four (24), Original Town of Alliance, Box Butte County, Nebraska; and

*WHEREAS*, The Aging Office of Western Nebraska has requested the City of Alliance assume the Nutrition Site management supervision responsibilities; and

*WHEREAS*, City staff is recommending the City accept the responsibilities for a three month trial period and a Service Agreement has been prepared outlining the parameters for both parties during the trial period; and

*WHEREAS*, In order to provide the requested services as outlined within the Service Agreement staff is requesting the use of \$4,000 from the City Council Contingency Fund to provide budget support for the additional hours of staff (.13 FTE); and

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*WHEREAS*, City Council believes it is in the best interest of the community to assume the responsibilities requested by the Aging Office of Western Nebraska.

*NOW, THEREFORE, BE IT RESOLVED* by the Mayor and Council of the City of Alliance, Nebraska, that the Mayor is hereby authorized to enter into the Service Agreement with the Aging Office of Western Nebraska to provide management services for the Nutrition Site Program.

*BE IT FURTHER RESOLVED* that the Mayor and Council authorize the transfer of \$4,000 from the City Council Contingency Fund to the Senior Center Fund to provide budget support for the additional hours of staff.

Roll call vote with the following results:

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

Voting Nay: None.

Motion carried.

A motion was made by Councilman Bentley, seconded by Councilman Mischnick to approve Resolution No. 19-83 which follows in its entirety:

#### RESOLUTION NO. 19-83

*WHEREAS*, The City of Alliance utilizes the Council-Manager form of government, in which the City Manager acts as the Chief Executive Officer for the City; and

*WHEREAS*, The City Manager, appointed by the City Council and serving at their pleasure, is responsible for planning, organizing, staffing, directing, coordinating, researching, and budgeting the operations of the City in order to implement Council policies in an efficient and effective manner; and

*WHEREAS*, To implement the policies of the City Council the City Manager has to be able to hire the necessary employees to fulfill the obligations of the City of Alliance to the citizens of Alliance; and

*WHEREAS*, The City of Alliance needs to account for, track and budget the expenditures for employees; and

*WHEREAS*, The budget is directly related to the number of employees that are authorized to be hired by the City of Alliance.

*WHEREAS*, Due to accepting additional responsibilities for the Aging Office of Western Nebraska modifications needed to be made within the Senior Center and Handyman Departments for Fiscal Year 2019-2020.

*NOW, THEREFORE, BE IT RESOLVED* by the Mayor and City Council of the City of Alliance, Nebraska, that the City approve and adopt the "Total Authorized Strength" as follows:

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<b>Fund</b>	<b>Department</b>	<b>FTE</b>	<b>Temporary Wages</b>
01	ADMINISTRATION	3.50	
01	POLICE ADMINISTRATION	3.00	
01	POLICE OPERATIONS	15.00	
01	POLICE SUPPORT SERVICES	7.00	
01	ANIMAL CONTROL	0.75	
01	FIRE DEPARTMENT	2.00	\$1,000
01	AMBULANCE	2.00	
01	FACILITY MAINTENANCE	1.00	
01	COMMUNITY DEVELOPMENT	1.00	
01	CODE ENFORCEMENT	1.50	
01	NUISANCE ABATEMENT	0.25	
01	PARKS	5.55	\$36,000
01	SENIOR CENTER	0.33	
01	CEMETERY	1.17	\$18,000
01	SWIMMING POOL	0.30	\$70,000
01	KNIGHT MUSEUM	4.235	\$3,500
01	LIBRARY	5.63	
01	SALLOWS MUSEUM	0.00	
01	TOURISM	0.00	
01	CARHENGGE	0.00	\$18,000
05	ELECTRIC ADMINISTRATION	2.00	
05	ELECTRIC TRANSMISSION	1.00	\$5,000
05	ELECTRIC URBAN DISTRIBUTION	3.85	
05	ELECTRIC RURAL DISTRIBUTION	3.15	
06	REFUSE COLLECTION	2.15	
06	REFUSE DISPOSAL	4.15	\$5,000
07	SEWER	1.30	\$5,000
08	WATER TREATMENT	1.35	
08	WATER DISTRIBUTION	2.95	\$5,000
21	GOLF	3.13	\$25,000
22	AIRPORT	3.00	
23	PUBLIC TRANSIT	7.35	
24	STREETS	5.30	\$12,000
25	HANDYMAN	0.35	
26	RSVP	0.95	
51	PERSONNEL	1.50	\$5,000
51	GIS/MIS	0.50	
51	FINANCE	3.50	
51	LEGAL/RISK	0.50	
55	UTILITY CUSTOMER SERVICE	3.63	

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55	METER READERS	1.125	
55	WAREHOUSE	1.00	
	<b>Total Authorized Strength</b>	<b>107.95</b>	
	<b>Total Temporary Wages</b>		<b>\$208,500</b>

*BE IT FURTHER RESOLVED* that the City Manager is authorized to hire employees for the City of Alliance as set forth in the “Total Authorized Strength.”

Roll call vote with the following results:

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

Voting Nay: None.

Motion carried.

- Resolution No. 19-90 which will award 2.75 miles of Electric Line Rural Rebuild for Perkins Road and CR 55 to Watts Electric Company of Waverly, NE was next on the agenda for Council. The following information was provided:

[The City of Alliance has budgeted for system rebuilds and maintenance on electric lines. This year the 12.47kV Distribution Line at Perkins Road and CR 55 were identified for a total rebuild. The City worked with our engineers, West Plains Engineering to bid the project. The City received three bids for this project with the successful bidder being Watts Electric Company of Waverly, NE, in the amount of \$244,000.06. With this contract Watts Electric Company will be supplying the labor, services, supervision, tools and all of the smaller hardware necessary for the rebuild. The City will be providing the poles, crossarms, braces and transformers. The resolution also includes field change order authority not to exceed 5% should it be necessary.]

A motion was made by Councilman Jones, seconded by Councilman Bentley to approve Resolution No. 19-90 which follows in its entirety:

#### RESOLUTION NO. 19-90

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

*WHEREAS*, In order to maintain the quality and efficiency of our distribution system the City is continuously performing upgrades and maintenance; and

*WHEREAS*, The City working with our engineers prepared a Bid Invitation which included the plans and specifications for the 12.47 kV Distribution Line Rebuilds – Perkins Road and CR 55 Project which were advertised; and

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*WHEREAS*, Three (3) responses were received to our Bid Invitation; and

*WHEREAS*, The bid of Watts Electric Company of Waverly, NE appears to be the lowest, responsive, and responsible bid in the amount of Two Hundred Forty-four Thousand Dollars and 06/100ths (\$244,000.06).

*NOW, THEREFORE, BE IT RESOLVED*, by the Mayor and City Council of Alliance, Nebraska, the Mayor is authorized to enter into a contract with Watts Electric Company of Waverly, NE for the 12.47 kV Distribution Line Rebuilds – Perkins Road and CR 55 Project subject to terms and conditions of the bid.

*BE IT FURTHER RESOLVED*, that the Electric Superintendent is authorized to make field change orders not to exceed five percent (5%) of the total contract amount without further Council approval.

*BE IT FURTHER RESOLVED*, that the Mayor is authorized to execute the contract associated with this project.

Roll call vote with the following results:

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

Voting Nay: None.

Motion carried.

- Council next acknowledged the receipt of a Political Subdivision Tort Claim from High & Younes LLC, Attorneys at Law on behalf of Roger Brown.

A motion was made by Councilman Bentley and seconded by Councilman Mischnick to acknowledge receipt and take no action on the claim at this time.

Roll call vote with the following results:

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

Voting Nay: None.

Motion carried.

- Board announcements were made by Councilman Reynolds.

Currently there remains vacancies on the Board of Adjustment, Economic Development Plan Citizen Advisory Board, youth representatives on the Library Board, the Museum Board, the Park and Tree Board and the alternate position on the Planning Commission. Anyone

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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).

- The last matter before Council was a performance evaluation of City Manager Sprock.

Councilman Mischnick motioned, pursuant to Section 84-1410 Reissue Revised Statutes of Nebraska 1943, that Council finds it necessary to enter into a closed session to conduct the job performance of the City Manager. The motion was seconded by Councilman Reynolds.

Roll call vote with the following results:

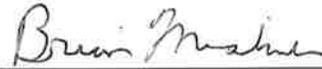
Voting Aye: Dafney, Mischnick, Jones, Reynolds, Bentley.

Voting Nay: None.

Motion carried.

Council and City Manager Sprock entered into closed session at 7:28 p.m. The closed session concluded at 8:01 p.m.

There being no further business before Council, Mayor Dafney adjourned the meeting at 8:02 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.

