

# Council Meetings

## April 4, 2023 City Council Meeting

04/04/2023

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Building the Best Hometown in America®

ALLIANCE, NEBRASKA  
CITY COUNCIL MEETING  
Alliance Learning Center  
1750 Sweetwater Avenue  
April 04, 2023 – 7:00 p.m.  
AGENDA

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

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

**A. Consent Calendar**

Approval of Minutes, Council Proceedings, Payroll and Claims  
Resolution No. 23-18- INA Alert Camera Project Payment

**B. Proclamations**

Lineworker Appreciation Day- April 18, 2023  
Public Transit Week- April 10 – 14, 2023

**C. Public Hearing Ordinance No. 2953 – Property Assessed Clean Energy (PACE) Financing**

Now is the date, time and place to conduct a public hearing for the proposed creation of a Clean Energy Assessment District pursuant to Neb. Rev. Stat. § 13-3204, encompassing the entirety of the City's extraterritorial zoning jurisdiction. Ordinance 2953 will create the Clean Energy Assessment District, establish definitions for the District, and provide for the financing, administration, and collections of the District.

**Ordinance No. 2953 – Property Assessed Clean Energy (PACE) Financing**

Ordinance No. 2953 is before Council on second reading and will create a Clean Energy Assessment District, establish definitions for the District, and provide for the financing, administration, and collections of the District. Should there be no notable comments at public hearing, City staff is requesting a waiver of third reading at the desires of the interested developer, in order to timely utilize PACE financing for a current project.

**D. Ordinance No. 2954 – Snow Removal Municipal Code Amendments**

Ordinance No. 2954 is before Council and second reading will amend section 24-27 of the Alliance Municipal Code to amend snow removal requirements for city sidewalk and right of way.

**E. Resolution No. 23-19– Entertainment District Permit**

Resolution No. 23-19 has been prepared for Council's consideration and will authorizes an Entertainment District Permit to the City of Alliance for the Entertainment District Events in 2023.

**F. Resolution No. 23-20 – Public Transit Title VI Non Discrimination Plan**

Resolution No. 23-20 has been prepared for Council's consideration and will adopt the updated Title VI Non-Discrimination Plan for our Public Transit Program. All entities who receive Federal Transit Administration grand dollars either directly or through the Nebraska Department of Road are subject to Title VI of the Civil Rights Act of 1964.

**G. Board Appointments**

Robert Mischnick, Lillian M. Nelson, Donna McEowen, and Michael Sautter have submitted applications to serve on the Senior Facility Advisory Board. Currently there are five vacancies with terms expiring December 31, 2025.

**City of Alliance Goals**

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

▪ **Motion to Adjourn**

Respectfully submitted,



Shelbi C Pitt  
Interim City Clerk

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

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

**City of Alliance Goals**

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

**CONSENT CALENDAR – April 04, 2023**

1. Approval: Minutes of the Regular Meeting, March 21, 2023.
2. Approval: Payroll from March 24, 2023 in the amount of \$264,907.32
3. Approval: Claims against the following funds: General, General Debt Service, Trust and Agency, Street, Electric, Refuse Collection and Disposal, Sanitary Sewer, Water, Golf Course, Downtown Improvement Districts, R.S.V.P., Keno, and Capital Improvement; \$316,701.21.
4. Approval: Resolution No. 23-18 will approve the payment of the INA Alert Camera Project Payment in the total amount of \$45,341.89.

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

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

March 21, 2023

**ALLIANCE CITY COUNCIL**

REGULAR MEETING, TUESDAY, MARCH 21, 2023

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

The Alliance City Council met in a Regular Meeting, March 21, 2023 at 7:00 p.m. in the Alliance Learning Center Community Meeting Room, 1750 Sweetwater Avenue. A notice of meeting was published in the Alliance Times Herald on March 15, 2023. The notice stated the date, hour and place of the meeting, that the meeting was open to the public, and that an agenda of the meeting, kept continuously current, was available for public inspection at the office of the City Clerk in City Hall; provided the Council could modify the agenda at the meeting if it determined an emergency so required. A similar notice, together with a copy of the agenda, also had been provided to each of the City Council Members. An agenda, kept continuously current, was available for public inspection at the office of the City Clerk during regular business hours from the publication of the notice to the time of the meeting.

Mayor Dafney opened the March 21, 2023 regular meeting of the Alliance, Nebraska City Council at 7:00 p.m. Present were Mayor Dafney and Council Members Mischnick, McGhehey, Andersen, and Mashburn. Also present were City Manager Sorensen, City Attorney Hoelsing, City Treasurer Baker and Recording Secretary Norris.

- Mayor Dafney read the Open Meetings Act Announcement.
- The Consent Calendar was the first item on the agenda. A motion was made by Councilman Andersen and seconded by Councilman Mischnick to approve the Consent Calendar as follows:

**CONSENT CALENDAR – March 21, 2023**

1. **Approval:** Minutes of the Regular Meeting, March 7, 2023.
2. **Approval:** Minutes of the Strategic Planning Meeting, March 14, 2023.
3. **Approval:** Payroll from March 10, 2023 in the amount of \$368,728.21
4. **Approval:** Claims against the following funds: General, General Debt Service, Trust and Agency, Street, Electric, Refuse Collection and Disposal, Sanitary Sewer, Water, Golf Course, Downtown Improvement Districts, R.S.V.P., Keno, and Capital Improvement; \$1,318,582.64.

March 21, 2023

5. Approval: Updated AVFD Roster by adding Jacob Beals.
6. Approval: Resolution No. 23-16 will approve the payment of the Motorola Dispatch Console Annual Warranty in the total amount of \$35,261.74.

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

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

Roll call vote with the following results:

Voting Aye: Dafney, Mischnick, McGhehey, Andersen and Mashburn.

Voting Nay: None.

Motion carried.

- The first item on the agenda for Council were the Conflict Claims of Mayor Dafney, Councilman Andersen and Councilman Mashburn for travel and meal reimbursement while attending the Mid-Winter League Conference in Lincoln, NE, February 27<sup>th</sup>-29<sup>th</sup>.

A motion was made by Councilman Mischnick to approve the reimbursement of \$479.46 to Mayor Dafney. The motion was seconded by Councilman Andersen.

Roll call vote with the following results:

Voting Aye: Mischnick, McGhehey, Andersen and Mashburn.

Voting Nay: None.

Abstaining: Dafney.

Motion carried.

A motion was made by Councilman Mischnick to approve the reimbursement of \$535.02 to Councilman Andersen. The motion was seconded by Mayor Dafney.

Roll call vote with the following results:

Voting Aye: Dafney, Mischnick, McGhehey and Mashburn.

Voting Nay: None.

March 21, 2023

Abstaining: Andersen.

Motion carried.

A motion was made by Councilman Mischnick to approve the reimbursement of \$127.18 to Councilman Mashburn. The motion was seconded by Councilman McGhehey.

Roll call vote with the following results:

Voting Aye: Dafney, Mischnick, McGhehey and Andersen.

Voting Nay: None.

Abstaining: Mashburn.

Motion carried.

- The next item for Council to review was the first reading of Ordinance No. 2953 which will create a Clean Energy Assessment District; to establish definitions; to provide for the financing, administration, and collections, to promote energy efficiency improvements and renewable energy systems. The following information was provided:

[The Heartland Flats mixed-use development has requested that the City implement an economic development assessment under Nebraska's "Property Assess Clean Energy Act" ("PACE"). City staff has been in discussions with the third-party lender for PACE and is willing to move forward with the developer's request.

PACE provides funding similar to tax increment financing. For PACE Financing, the developer must incur costs to install and maintain energy efficient improvements. Examples of energy efficient improvements include, but are not limited to, insulation, storm windows, automated energy controls, water conservation, etc.

Once—or when—those costs are incurred, and third-party lender will provide funding to the developer to cover the costs of the energy efficient improvements. The loan is then repaid through a ten-year special assessment levied against the property improved. The special assessment is levied by the City, collected by the County Treasurer, and remitted to the third-party lender for repayment of the initial PACE financing.

March 21, 2023

Ordinance No. 2953 is before Council on first reading to establish a PACE District in the City for commercial and industrial properties within the City's extraterritorial zoning jurisdiction. Ordinance No. 2953 also sets for the assessment contract and application forms for use in the PACE program. The Ordinance contemplates that the third-party lender and the developer will work together towards PACE Financing applications and that most of the City administration of the PACE District will be managed by the third-party lender. In discussions with other cities in Nebraska that have recently created a PACE District, the City staff has found that a similar experiences occurred: the third-party lender addresses most of the PACE Financing administration. Staff believes the City's role is to accept applications at the staff level and implement special assessment levies when financing is complete.

Staff recommends passage of Ordinance No. 2953 on first reading. It is another tool that can be utilized for development of the City, and it provides minimal involvement of City resources. Before second reading, a public hearing is scheduled for the April 4, 2023 meeting, as a public hearing is required by statute to create a PACE district.]

A motion was made by Councilman McGhehey, seconded by Councilman Andersen to approve the first reading of Ordinance No. 2953. Recording Secretary Norris read the ordinance by title which follows in its entirety:

ORDINANCE NO. 2953

AN ORDINANCE TO CREATE A CLEAN ENERGY ASSESSMENT DISTRICT; TO ESTABLISH DEFINITIONS; TO PROVIDE FOR THE FINANCING, ADMINISTRATION, AND COLLECTIONS, TO PROMOTE ENERGY EFFICIENCY IMPROVEMENTS AND RENEWABLE ENERGY SYSTEMS; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.

WHEREAS, the City of Alliance, Nebraska desires to create a clean energy assessment district to enable property assessed clean energy financing for its property owners; and,

WHEREAS, the City also desires to authorize the clean energy assessment district to enable third-party lenders to accept applications and enter into financing agreements with property owners within the boundaries of the district; and,

WHEREAS, this Ordinance, upon execution, shall create a clean energy assessment district, which shall be known as the Alliance PACE District, as authorized by NEB. REV. STAT. §§ 13-3203 and 13-3204(3), which boundaries shall be the extraterritorial zoning jurisdiction of the City.

BE RESOLVED BY THE CITY OF ALLIANCE CITY COUNCIL:

March 21, 2023

**Section 1.** Findings and Determinations. That the City Council of the City of Alliance, Nebraska (the "City"), hereby finds and determines as follows:

(A) Pursuant to NEB. REV. STAT. §§ 13-3201 to 13-3211, inclusive, the Property Assessed Clean Energy Act (the "Act"), energy efficiency and the use of renewable energy are important for preserving the health and economic well-being of Nebraska's citizens. Using less energy decreases the cost of living and keeps the cost of public power low by delaying the need for additional power plants. To further these goals, it is necessary for the City to promote energy efficiency improvements and renewable energy systems. Upfront costs for energy efficiency improvements and renewable energy systems may prohibit or deter many property owners from making improvements. It is necessary for the City to implement an alternative financing method through the creation of a clean energy assessment district.

(B) Financing energy projects to further these goals is a valid public purpose and can be accomplished through Property Assessed Clean Energy ("PACE") financing, which is used to overcome the upfront costs for energy efficiency improvements and renewable energy systems by using private capital and equity, rather than public debt.

(C) Pursuant to the Act and NEB. REV. STAT. § 13-3204, the City is authorized to establish a clean energy assessment district so that owners of qualifying property can access PACE financing for energy efficiency improvements or renewable energy improvements to their properties located in the District. The City also may enter into an agreement with one or more other municipalities pursuant to the Interlocal Cooperation Act, NEB. REV. STAT. §§ 13-801, et seq., for the joint creation, administration, or creation and administration of clean energy assessment districts, pursuant to NEB. REV. STAT. § 13-3210. The City declares its intent that the provisions of this Ordinance shall be in conformity with federal and state laws. The City enacts this Ordinance pursuant to the Act, as amended.

**Section 2.** Title and Definitions. That this Ordinance shall be known and may be cited as "City of Alliance Property Assessed Clean Energy (PACE) Ordinance." Except the words and phrases specifically defined below or in NEB. REV. STAT. § 13-3203, as amended, words and phrases used in this Ordinance shall have their customary meanings. As used in this Ordinance, the following words and phrases shall have the following meanings:

"District" means the Alliance PACE District, created pursuant to this Ordinance, as authorized by NEB. REV. STAT. §§ 13-3203 and 13-3204(3), which boundaries shall be the extraterritorial zoning jurisdiction of the City including any area that is within the corporate boundaries or extraterritorial zoning jurisdiction the City.

"District Administrator" means the designated representative or a third-party administrator selected by the City by agreement or written designation.

"PACE financing" means funds provided to the owner(s) of qualified property by a third-party lender, pursuant to the Act and this Ordinance, for an energy efficiency improvement or renewable energy system(s).

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“Qualifying Property” means commercial property, including multifamily residential property having more than four dwelling units, and industrial property located in the District.

**Section 3.** District Boundaries and Requirements Pursuant to NEB. REV. STAT. §§ 13-3204(3).

(A) The City finds that the financing of energy efficiency improvements and renewable energy systems is a valid public purpose. Such public purposes include, but are not limited to, reduced energy and water costs, reduced greenhouse gas emissions, economic stimulation and development, improved property valuation, and increased employment.

(B) The boundaries of the District shall be the extraterritorial zoning jurisdiction of the City as allowed pursuant to NEB. REV. STAT. § 13-3204(1).

(C) The District Administrator shall use a form contract for assessment contracts among the City, the owner of the qualifying property, and a third-party lender, containing terms as attached hereto as Exhibit “A” governing the terms and conditions of financing and annual assessments in accordance with the Act, including NEB. REV. STAT. § 13-3205(1), which provides for repayment of the costs financed through annual assessments upon the qualifying property benefited by the energy project.

(D) The District Administrator is authorized to enter into assessment contracts on behalf of the City.

(E) The District Administrator will use a financing application process and eligibility requirements, for financing energy projects in accordance with the requirements of the Act and accepted by the third-party lender. The application process and program eligibility requirements shall be, at a minimum, as follows:

(1) Submission of an application as attached hereto as Exhibit "B" to the District Administrator, which shall include, but not be limited to, the following information:

- (a) Applicant name and contact information, including property owner and developer;
- (b) Project location and legal description;
- (c) Identification of contractor or supplier, including anticipated PACE contractor and a copy of the approved bid for the energy efficiency project;
- (d) Project description;
- (e) Total project cost;
- (f) Description of proposed improvements;
- (g) Description of energy efficiency project to be financed;

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- (h) Amount of requested assessment;
- (i) Interest rate on the PACE assessment and any required fees;
- (j) Term of assessment;
- (k) Energy savings report indicating estimated energy savings and estimated cost savings for the energy project;
- (l) Whether the applicant is requesting a waiver of the estimated economic benefit requirement;
- (m) Title report showing any mortgage or lien holders;
- (n) Lender consent;
- (o) Projected jobs created by PACE project;
- (p) Project environmental benefits;
- (q) Funding source;
- (r) All other such information as needed to demonstrate the project complies with all the requirements of the Act.

(2) In addition to the application, a non-refundable one-time fee of \$1,000 shall be provided to the Program Administrator at the time of the Application.

(3) The District Administrator may grant an applicant's request to waive the estimated economic benefit requirement. If the District Administrator denies the applicant's waiver request, the applicant may appeal the denial by submitting a request in writing to the City Council of the City of Alliance, Nebraska (the "City Council"). The appeal shall be mailed by certified mail or hand delivered to the City Clerk within fourteen days after the denial. The City Council will review the matter on the record made by the District Administrator and, after providing the applicant an informal opportunity to be heard, the City Council will make the final decision.

(4) The District Administrator shall review the application to determine whether the energy project meets the eligibility requirements of the Act and this Ordinance. An energy project shall not be eligible for PACE financing if the qualifying property is subject to any of the following:

- (a) Delinquent ad valorem taxes;
- (b) Delinquent personal property taxes;
- (c) Delinquent special assessments;
- (d) Overdue or delinquent water or sewer charges;
- (e) Involuntary liens, including but not limited to construction liens;

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- (f) Notice of default pursuant to any mortgage or deed of trust related to the qualifying property, or
- (g) If the property owner or property developer is delinquent in the payment of any assessment required to be paid for any energy efficiency improvement financed pursuant to the Act.

(5) If the energy project is determined to be eligible under the terms of the Act and as required in this Ordinance, the District Administrator shall review the application and approve, request additional information, or deny the application at his/her sole discretion.

(6) Upon approval of an application, the District Administrator is authorized to proceed with and execute an assessment contract.

(F) Pursuant to NEB. REV. STAT. § 13-3205(7), annual assessments agreed to under an assessment contract shall be levied against the qualifying property and collected in accordance with the Act.

(G) The District shall establish procedures to determine the following in the future:

(1) Provisions for an adequate debt service reserve fund created under Section 13-3209 of the Act, if applicable;

(2) Provisions for an adequate loss reserve fund created under Section 13-3208 of the Act, if applicable; and

(3) Any application, administration, or other program fees to be charged to owners participating in the program that will be used to finance costs incurred by the City as a result of the program;

(4) Any costs shall be deducted before remitting the assessment to the third-party PACE program administrator.

(H) The assessment term shall not exceed the weighted average useful life of the energy project paid for by the annual assessments.

(I) Any energy efficiency improvement that is not permanently affixed to the qualifying property upon which an annual assessment is imposed to repay the cost of such energy efficiency improvement must be conveyed with the qualifying property if a transfer of ownership of the qualifying property occurs during the assessment term.

(J) Prior to the effective date of any contract that binds the purchaser to purchase qualifying property upon which an annual assessment is imposed, the owner shall provide notice to the purchaser that the purchaser assumes responsibility for payment of the annual assessment as provided in NEB. REV. STAT. § 13-3205(3)(d), and that the obligations set forth in the assessment contract, including the obligation to pay annual assessments, are a covenant that shall run with the land and be assessed upon future owners of the qualifying property.

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(K) In connection with providing PACE financing, the City will provide for marketing and participant education.

(L) The City shall obtain, or the District Administrator shall obtain and provide to the City, verification that the renewable energy system or energy efficiency improvement was properly installed and is operating as intended.

**Section 4.** Authorization for PACE Program. That, pursuant to NEB. REV. STAT. § 13-3204(1), the District shall be governed by the City of Alliance City Council.

(A) The District Administrator shall comply with the Act and the provisions of this Ordinance and follow any applicable City procurement policy and procedures for selecting a third-party administrator, should a third-party administrator be selected for the administration of the PACE program. Any such third-party administrator must ensure that there is no financial requirement, liability, or exposure to the District or City. The District Administrator as defined in Section 2 of this Ordinance may serve as the administrator of the PACE program for the District and City.

(B) The District or City may also engage the services of a state or local financing agency for the purposes of providing conduit bond financing for the District or City as part of its third-party administration.

(C) Upon selection of a third-party administrator, that third-party administrator may, on behalf of the City, accept applications for financing energy efficient improvements within the District boundaries, facilitate the financing application process, and review eligibility requirements for financing energy projects in accordance with the requirements of the Act and as accepted by the third-party lender.

(D) The District may be expanded via the Interlocal Cooperation Act in order to create a program of sufficient size and scale to attract qualified third-party administrators and/or to promote energy efficiency across multiple political subdivisions, as authorized under the Act.

(E) The District may accept and approve PACE financing applications from property owners that have commenced or completed Qualifying Property energy efficient improvements within six (6) months of an application.

**Section 5.** Liability of City Officials; Liability of City. That notwithstanding any other provision of law to the contrary, officers, officials, employees, or agents of the District, or the City shall not be personally liable to any person or entity for any claims, liabilities, costs, or expenses, of whatever kind or nature, under, arising out of, or related to the City's or District's participation in the District's PACE Program or any PACE Financing, including, without limitation, claims for or related to uncollected PACE Assessments. Not in limitation of the foregoing, the City has no liability to a property owner or lender for or related to energy savings improvements or funding under a PACE Financing or Program, other than to remit PACE Assessments received in accordance with the Act or record a notice of assessment lien upon notice from the PACE lender that the property owner is delinquent in payment pursuant to applicable law.

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**Section 6.** This Ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by the law, and satisfaction of any conditions set forth in this Ordinance.

Roll call vote with the following results:

Voting Aye: Dafney, Mischnick, McGhehey, Andersen and Mashburn.

Voting Nay: None.

Motion carried.

- Next for Council's consideration was the first reading of Ordinance No. 2954 which will amend section 24-27 of the Alliance Municipal Code to amend snow removal requirements for city sidewalk and right of way. The following information was provided:

[This section of code prescribes the requirements of clearing snow, slush, and ice off City sidewalks and the appropriate placement of the snow, slush, or ice. The winter of 2022-2023 has highlighted a few issues with the existing code such as notification requirements, placement of snow in City Rights of Way, placement of snow blocking intersection vision requirements, and the extent the snow must be cleared.

Staff collaborated to identify the issues the City had this winter with snow removal requirements and came up with these recommendations. The proposed code was then sent to Legal for review.

The proposed code allows buildings constructed to a 5 feet or less setback to place their snow in the City Street within 12 hours after it stops snowing. It provides more clear requirements for notification for properties that haven't cleared their sidewalks within 24 hours of the final snow and prohibits the placement of the snow in such a way that obstructs pedestrian and vehicle driver's vision, particularly at intersections. It also requires the entire width of the sidewalk to be cleared; the clearing of the sidewalk to the centerline of the alley on side streets, and a path into the street at intersections.

The options are:

1. Leave the code as is which would allow people to clear a small path in the sidewalk, leave the side street alley sidewalks closed, leave the access to the intersections from the sidewalk uncleaned, not allow business owners with no place to push their snow out in the street for the City to remove, allow the vagueness of the notification requirement to remain in place.
2. The City adopts the proposed code amendments clarifying the issues stated in this narrative.

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3. The City drafts a different set of regulations after discussion with Council.]

A motion was made by Councilman Mashburn, seconded by Councilman Mischnick to approve the first reading of Ordinance No. 2954. Recording Secretary Norris read the ordinance by title which follows in its entirety:

ORDINANCE NO. 2954

AN ORDINANCE OF THE CITY OF ALLIANCE NEBRASKA, AMENDING SECTION 24-27 OF THE ALLIANCE MUNICIPAL CODE TO AMEND SNOW REMOVAL REQUIREMENTS FOR CITY SIDEWALK AND RIGHT OF WAY; REPEALING ALL EXISTING PROVISIONS OF THE ALLIANCE MUNICIPAL CODE NOT CONSISTENT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. Section 24-27. Snow removal, is amended as follows:

**“Sec. 24-27. Snow removal.**

- (a) *Removal.* It shall be the duty of the owner or occupant of every lot or parcel adjacent to a city sidewalk to clean and remove all snow, slush, and ice therefrom within 24 hours after such snow, slush, or ice has fallen, drifted, or accumulated thereon.
- (b) *Extent:* Removal shall include the entire width and length of the city sidewalk up to the centerline of any adjacent alley, and the portion of sidewalk extending into a street intersection.
- (c) *Removal Location.* Snow, slush, or ice shall not be moved from any lot, driveway, or adjacent sidewalk into the city street, alley, or onto any neighboring lot, nor shall any snow, slush, or ice be placed in the “sight vision triangle” or on any lot, in such a manner that may interfere with the regular flow of traffic or vision clearance of the roadway as determined by the city manager or designee. In locations within a central business district zoning designation, where the building adjacent to the city sidewalk is constructed to less than a five foot front or side street setback, snow may be pushed into the street from the city sidewalk provided it is placed there no later than 12 hours after any snow, slush, or ice has fallen, drifted, or accumulated thereon.
- (d) *Failure to remove.* If, after 24 hours, the lot or parcel owner or occupant has failed to remove snow, slush, or ice as set out herein, the city manager or designee shall post a notice on the property adjacent to the sidewalk or serve the owner or occupant with a notice requiring the removal of any snow, slush, or ice within 24 hours of the notice posting or their receipt of said served notice. The city manager or designee may cause the sidewalk to be cleared by hiring a contractor or by city employees should the owner fail to comply with the notice.

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- (e) *Recovering costs.* The city manager shall bill the property owner for all costs incurred in clearing the sidewalk. The property owner shall have no more than two months to pay their removal costs in full to the city. After nonpayment the city manager may:
- (1) Levy an assessment against such property in accordance with the procedures set forth in section 24-26 (d); or
  - (2) Recover such costs in a civil action.
- (f) *Violation:* Violation of any part of this section shall be considered a municipal code violation and may be punishable by a \$100 fine per occurrence.”

SECTION 2. All other ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 3. This Ordinance shall take effect upon its approval, passage, and publication as provided by law.

AMEND 24 hours to 48 hours’ motion made by Mayor Dafney seconded by Councilman Mischnick.

Roll call vote with the following results:

Voting Aye: Dafney, Mischnick, McGhehey, Andersen and Mashburn.

Voting Nay: None.

Motion carried.

- Resolution No. 23-17 which will renew the Public Transit Grant for an additional two years, was next on the agenda for Council. The following information was provided:

[Anticipated local match support for the current Public Transit program for 2023-2025 (\$205,525) shows an overall 30% increase from 2021-2023 (\$157,780).

Driver staffing now includes four full-time employees which has increased salaries by 22% and benefits by 32% over the 2021-2023 application budget. Additional increases in wages for the next two years have been factored in. Non-operating costs have increased by 26%, which includes increased building rent, new dispatch software annual costs, and increased administration costs, as well as other products and services. Fuel costs have also increased 22% from the last application submission. Historical data shows that anticipated fares for 2021-2023 were lower than actual, and that has been taken into consideration for the current application with a reduction in anticipated fares of 36%.

March 21, 2023

The new grant application will be for a two-year funding cycle and is due by March 31, 2023. Box Butte General Hospital remains committed at \$15,000 for the upcoming year. The resolution includes commitment by the City of Alliance up to \$190,525 for the next two years of operations.]

A motion was made by Councilman Andersen, seconded by Councilman McGhehey to approve Resolution No. 23-17 which follows in its entirety:

RESOLUTION NO. 23-17

*WHEREAS*, The City of Alliance desires to prepare a Proposal (application) for a two year period with the Nebraska Department of Roads for the City of Alliance Public Transit Program; and

*WHEREAS*, The Proposal will be in the name of the City of Alliance and under the City of Alliance tax identification; and

*WHEREAS*, The Transit Program requires local financial support and the City has obtained and continues to seek additional financial commitments from other entities for the program; and

*WHEREAS*, The City of Alliance will commit to providing up to \$190,525 in financial support of the transit program for two years; and

*WHEREAS*, City Council believes that continuing the public transportation services is in the best interest of the citizens of Alliance.

*NOW, THEREFORE, BE IT RESOLVED* by the Mayor and Council of the City of Alliance, Nebraska, that the City of Alliance prepare a Proposal for the City of Alliance Public Transit Program for a two-year period for submittal to the Nebraska Department of Roads.

*BE IT FURTHER RESOLVED* that the City of Alliance provide within the Proposal (application) a Financial Support Letter for \$190,525 for two years for the operation of the City of Alliance Public Transit Program.

*BE IT FURTHER RESOLVED* that the Mayor is authorized to accept the grant on behalf of the City of Alliance and sign the related documentation and certifications should the City be awarded the program.

Roll call vote with the following results:

Voting Aye: Dafney, Mischnick, McGhehey, Andersen and Mashburn.

Voting Nay: None.

Motion carried.

March 21, 2023

- The next item on Council's agenda was an Executive Session to discuss and consider appointment of Interim City Clerk.

Mayor Dafney motioned, pursuant to Section 84-1410 Reissue Revised Statutes of Nebraska 1943, that Council finds it necessary to enter into a closed session to discuss and consider the appointment of Interim City Clerk. The motion was seconded by Councilman Mischnick.

Roll call vote with the following results:

Voting Aye: Dafney, Mischnick, McGhehey, Andersen and Mashburn.

Voting Nay: None.

Motion carried.

The closed session began at 7:20 p.m. and ended at 7:36 p.m.

Mayor Dafney motioned to appoint Shelbi Pitt as the Interim City Clerk with an out of grade pay increase of \$1,500.00 monthly. Councilman Mischnick seconded the motion

Roll call vote with the following results:

Voting Aye: Dafney, Mischnick, McGhehey, Andersen and Mashburn.

Voting Nay: None.

Motion carried.

- The last item on Council's agenda was an Executive Session to discuss a possible Real Estate transaction.

Mayor Dafney motioned, pursuant to Section 84-1410 Reissue Revised Statutes of Nebraska 1943, that Council finds it necessary to enter into a closed session to discuss a possible Real Estate transaction. The motion was seconded by Councilman Mischnick.

Roll call vote with the following results:

Voting Aye: Dafney, Mischnick, McGhehey, Andersen and Mashburn.

Voting Nay: None.

Motion carried.

March 21, 2023

The closed session began at 7:41 p.m. and ended at 7:53 p.m.

A motion was made by Councilman McGhehey, seconded by Councilman Andersen to adjourn the meeting.

Roll call vote with the following results:

Voting Aye: Dafney, Mischnick, McGhehey, Andersen and Mashburn.

Voting Nay: None.

Motion carried.

There being no further business before Council, Mayor Dafney adjourned the meeting at 7:54 p.m.

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Mike Dafney, Mayor

(SEAL)

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Kaytlin Norris, Recording Secretary

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.

## COUNCIL PROCEEDINGS

The Alliance, Nebraska City Council met in a Regular Meeting on Tuesday, March 21, 2023 at 7:00 p.m. Present were Council Members Dafney, Mischnick, McGhehey, Andersen and Mashburn.

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

1. Approved the Consent Calendar. Ayes: All. Motion carried.
2. Approved the Conflict Claim in the amount of \$183.44 for Councilman Andersen. Ayes: Dafney, Mischnick, McGhehey, Mashburn. Motion carried.
3. Approved the Conflict Claim in the amount of \$127.18 for Councilman Mashburn. Ayes: Dafney, Mischnick, McGhehey, Andersen. Motion carried.
4. Passed the first reading of Ordinance No. 2935 which will create a Clean Energy Assessment District; to establish definitions; to provide for the financing, administration, and collections, to promote energy efficiency improvements and renewable energy systems. Ayes: All. Motion carried.
5. Passed the first reading of Ordinance No. 2936 which will amend section 24-27 of the Alliance Municipal Code to amend snow removal requirements for city sidewalk and right of way. Ayes: All. Motion carried.
6. Passed Resolution No. 23-17 authorizing the City to provide support up to \$190,525 and the submittal of the City of Alliance Public Transit Grant Renewal to the Nebraska Department of Transportation for an additional two years. Ayes: All. Motion carried.
7. Appointed Shelbi Pitt as Interim City Clerk. Ayes: All. Motion carried.
8. Entered into Executive Session to discuss possible Real Estate transaction.

Meeting adjourned at 7:54 p.m.

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Mike Dafney, Mayor

(SEAL)

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Shelbi C. Pitt, Interim City Clerk

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

PAYROLL COSTS TO BE REPORTED TO COUNCIL

PAY DATE: **3/24/2023**

**GROSS PAYROLL**

\$ 235,815.82

(GET FROM SINGLE LINE SUMMARY REPORT)

EMPLOYER COSTS

(GET FROM BENEFITS REGISTER REPORT)

FICA \$ 13,050.05

MEDICARE \$ 3,270.48

POLICE PENSION - PRINCIPAL \$ 2,798.16

FIRE PENSION - PRINCIPAL \$ 2,049.23

GENERAL PENSION - PRINCIPAL \$ 7,600.49

ICMA CITY MANAGER PENSION \$ 323.09

H S A SANDHILLS STATE BANK

HEALTH/LIFE INSURANCE - HEALTH FUND

TOTAL BENEFITS \$ 29,091.50

**TOTAL PAYROLL COSTS**

**\$ 264,907.32**

CITY CLERK

Report Criteria:

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

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>General Fund</b>					
<b>01-0000-23321 Sales Tax Payable</b>	General Fund				
NE DEPT OF REVENUE - SALES	SALES & USE TAX - ADMIN	FEB-23	03/10/2023	5.42	
<b>01-0000-23321 Sales Tax Payable</b>	General Fund				
NE DEPT OF REVENUE - SALES	SALES & USE TAX - CARHENG	CARHENG 2/	03/09/2023	6.72	
Total :				12.14	
Total :				12.14	
<b>01-10-10-44-421 Membership Dues</b>	General Fund	City Council	City Council		
HEARTLAND EXPRESSWAY FUND	MEMBERSHIP	150000	11/10/2022	2,964.60	
Total City Council:				2,964.60	
Total City Council:				2,964.60	
<b>01-11-11-42-294 Conferences, Cont Education</b>	General Fund	City Administration	City Administration		
KAYTLIN NORRIS	CONFERENCE	REIMBURSEM	03/28/2023	354.88	03/29/2023
<b>01-11-11-44-431 Legal, Public Notices</b>	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	LEGAL, NOTICE OF MEETING	149997	03/15/2023	8.96	
<b>01-11-11-44-431 Legal, Public Notices</b>	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	LEGAL, NOTICE OF MEETING	150008	03/22/2023	9.72	
<b>01-11-11-44-431 Legal, Public Notices</b>	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	Legal Ad-Council Proceedings	149999	03/15/2023	23.99	
<b>01-11-11-44-431 Legal, Public Notices</b>	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	LEGAL AD-ORDINANCES	150009	03/22/2023	21.66	
<b>01-11-11-44-431 Legal, Public Notices</b>	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	LEGAL, NOTICE OF MEETING	149996	03/08/2023	10.81	
Total City Administration:				430.02	
Total City Administration:				430.02	
<b>01-31-31-43-373 Contract Custodial Services</b>	General Fund	Police Administration	Police Department		
HP CLEANING AND SEWING	ANNEX CLEANING	242364	03/27/2023	196.00	
<b>01-31-31-45-511 Office Supplies</b>	General Fund	Police Administration	Police Department		
FIRSTBANK CARD	1 TB FLASH DRIVE	LADUKE 3/23	03/28/2023	25.67	03/29/2023
Total Police Administration:				221.67	
<b>01-31-32-42-294 Conferences, Cont Education</b>	General Fund	Police Operations	Police Department		
FIRSTBANK CARD	EXPRESS TOLL	YOCUM 3/23	03/28/2023	4.60	03/29/2023
<b>01-31-32-43-373 Contract Custodial Services</b>	General Fund	Police Operations	Police Department		
HP CLEANING AND SEWING	OPS CLEANING	242364	03/27/2023	1,204.00	
<b>01-31-32-44-441 Electricity</b>	General Fund	Police Operations	Police Department		
COA UTILITIES	ELECTRIC	150003	03/28/2023	28.85	
<b>01-31-32-45-512 Computer Supplies</b>	General Fund	Police Operations	Police Department		
FIRSTBANK CARD	FLASH DRIVE- NLETC COURSE	YOCUM 3/23	03/28/2023	11.70	03/29/2023
<b>01-31-32-45-551 Fuel,Oil,Lube-Veh,Mach,Equip</b>	General Fund	Police Operations	Police Department		
CASSIDY HARWOOD	REIMBURSEMENT	150006	03/26/2023	93.25	
<b>01-31-32-45-556 Parts-Vehicle, Mach, Equip</b>	General Fund	Police Operations	Police Department		
FIRSTBANK CARD	JUMP BOX CHARGING CABLE	YOCUM 3/23	03/28/2023	14.76	03/29/2023

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
Total Police Operations:				1,357.16	
01-31-33-42-294 Conferences, Cont Education FIRSTBANK CARD	General Fund MEALS	Police Support Services YOCUM 3/23	Police Department 03/28/2023	234.47	03/29/2023
Total Police Support Services:				234.47	
01-31-34-44-441 Electricity COA UTILITIES	General Fund ELECTRIC	Animal Control 150003	Police Department 03/28/2023	476.48	
01-31-34-44-442 Water-Sewer COA UTILITIES	General Fund WATER / SEWER	Animal Control 150003	Police Department 03/28/2023	7.06	
01-31-34-44-443 Refuse COA UTILITIES	General Fund REFUSE	Animal Control 150003	Police Department 03/28/2023	19.32	
Total Animal Control:				502.86	
Total Police Department:				2,316.16	
01-37-37-44-423 Database Subscriptions ESO SOLUTIONS INC	General Fund SUBSCRIPTON	Firefighting ESO-106486	Fire Department 03/20/2023	395.00	
01-37-37-44-423 Database Subscriptions FLOWMSP INC	General Fund ANNUAL LICENSE FEE	Firefighting 2143	Fire Department 03/31/2023	1,100.00	
01-37-37-44-441 Electricity COA UTILITIES	General Fund ELECTRIC	Firefighting 150003	Fire Department 03/28/2023	59.76	
01-37-37-44-442 Water-Sewer COA UTILITIES	General Fund WATER / SEWER	Firefighting 150003	Fire Department 03/28/2023	23.05	
01-37-37-44-443 Refuse COA UTILITIES	General Fund REFUSE	Firefighting 150003	Fire Department 03/28/2023	14.49	
01-37-37-44-451 Telephone Line Expense CHARTER COMMUNICATIONS	General Fund 8356 15 100 0175004	Firefighting 017500403152	Fire Department 03/15/2023	55.37	
01-37-37-44-479 CNTSVC Other IDEAL LINEN INC	General Fund MOPS AND TOWELS	Firefighting 11163981	Fire Department 03/16/2023	43.00	
01-37-37-44-482 NRCNTSVC-Vehicle Repair Mtc DARREN'S CARQUEST AUTO PART	General Fund VEHICLE REPAIR	Firefighting 2723-452736	Fire Department 03/22/2023	15.63	
01-37-37-45-561 Bldg Maintenance Material BERNIES ACE HARDWARE	General Fund BUILDING MAINTENANCE	Firefighting 275666	Fire Department 03/27/2023	12.99	
01-37-37-59-950 Capital Outlay-Mach, Equip SANDRY FIRE SUPPLY LLC	General Fund THREE (3) SUPERVAC BATTERY PO	Firefighting INV-027022	Fire Department 03/23/2023	14,130.00	
Total Firefighting:				15,849.29	
01-37-38-44-482 NRCNTSVC-Vehicle Repair Mtc DARREN'S CARQUEST AUTO PART	General Fund VEHICLE REPAIR	Ambulance 2723-452736	Fire Department 03/22/2023	20.99	
01-37-38-45-521 Medical Supplies BOUND TREE MEDICAL, LLC	General Fund MEDICAL SUPPLIES	Ambulance 84891129	Fire Department 03/15/2023	256.99	
01-37-38-45-521 Medical Supplies BOX BUTTE GENERAL HOSPITAL	General Fund MEDICAL SUPPLIES	Ambulance 117060	Fire Department 03/27/2023	340.50	
Total Ambulance:				618.48	
Total Fire Department:				16,467.77	
01-41-44-45-544 Small Tools, Equipment FARM PLAN	General Fund TOOLS	Facility Maintenance 1108267	Public Works 02/28/2023	1.48	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
Total Facility Maintenance:				1.48	
01-41-46-44-441 Electricity COA UTILITIES	General Fund ELECTRIC	Municipal Building 150003	Public Works 03/28/2023	3,269.45	
01-41-46-44-442 Water-Sewer COA UTILITIES	General Fund WATER / SEWER	Municipal Building 150003	Public Works 03/28/2023	9.25	
01-41-46-44-443 Refuse COA UTILITIES	General Fund REFUSE	Municipal Building 150003	Public Works 03/28/2023	19.32	
Total Municipal Building:				3,298.02	
Total Public Works:				3,299.50	
01-61-60-44-431 Legal, Public Notices ALLIANCE TIMES HERALD	General Fund LEGAL, NOTICE OF MEETING	Community Development 149992	Community Develop 03/08/2023	9.45	
Total Community Development:				9.45	
Total Community Development:				9.45	
01-71-71-43-371 Contract Grounds Maintenance ALL SEASONS LANDSCAPING LLC	General Fund CONTRACT LANDSCAPING PARKS	Parks 150004	Cultural and Leisure 03/27/2023	3,600.00	
01-71-71-44-431 Legal, Public Notices ALLIANCE TIMES HERALD	General Fund PUBLIC NOTICES	Parks 149991	Cultural and Leisure 03/08/2023	30.19	
01-71-71-44-441 Electricity COA UTILITIES	General Fund ELECTRIC	Parks 150003	Cultural and Leisure 03/28/2023	938.74	
01-71-71-44-442 Water-Sewer COA UTILITIES	General Fund WATER / SEWER	Parks 150003	Cultural and Leisure 03/28/2023	15.10	
01-71-71-44-443 Refuse COA UTILITIES	General Fund REFUSE	Parks 150003	Cultural and Leisure 03/28/2023	145.27	
01-71-71-44-483 NRCNTSVC-Building Public Wrks PRO OVERHEAD DOOR CO INC	General Fund DOOR REPAIR PARKS BUILDING	Parks 5118	Cultural and Leisure 03/10/2023	890.00	
01-71-71-45-526 Other Supplies FARM PLAN	General Fund OTHER SUPPLIES	Parks 51113981	Cultural and Leisure 03/16/2023	49.25	
01-71-71-45-526 Other Supplies FARM PLAN	General Fund OTHER SUPPLIES	Parks 51113853	Cultural and Leisure 03/16/2023	21.98	
01-71-71-45-526 Other Supplies FARM PLAN	General Fund OTHER SUPPLIES	Parks 51113981	Cultural and Leisure 03/16/2023	29.72	
01-71-71-45-551 Fuel,Oil,Lube-Veh,Mach,Equip FARM PLAN	General Fund OIL	Parks 51113866	Cultural and Leisure 03/16/2023	70.29-	
01-71-71-45-551 Fuel,Oil,Lube-Veh,Mach,Equip FARM PLAN	General Fund OIL	Parks 51113872	Cultural and Leisure 03/16/2023	65.69	
01-71-71-45-556 Parts-Vehicle, Mach, Equip DARREN'S CARQUEST AUTO PART	General Fund PARTS	Parks 2723-452300	Cultural and Leisure 03/16/2023	113.73	
01-71-71-45-556 Parts-Vehicle, Mach, Equip DARREN'S CARQUEST AUTO PART	General Fund PARTS	Parks 2723-452302	Cultural and Leisure 03/16/2023	9.49	
01-71-71-45-574 Misc Grounds Maintenance SUMMIT SUPPLY CORPORATION	General Fund DOGGIE BAGS	Parks 84890	Cultural and Leisure 03/16/2023	405.05	
Total Parks:				6,243.92	
01-71-72-44-431 Legal, Public Notices ALLIANCE TIMES HERALD	General Fund PUBLIC NOTICES	Senior Center 149994	Cultural and Leisure 03/08/2023	7.89	
01-71-72-44-444 Natural Gas BLACK HILLS ENERGY	General Fund SENIOR CTR ACCT# 8177773640	Senior Center BH ENERGY 3/	Cultural and Leisure 03/28/2023	606.43	03/29/2023

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>01-71-72-44-483 NRCNTSVC-Building Public Wrks</b> PRESTO-X	General Fund PEST CONTROL	Senior Center 33250672	Cultural and Leisure 03/13/2023	80.00	
Total Senior Center:				694.32	
<b>01-71-75-44-424 Permits, Licenses</b> NE DEPT OF ENVIRONMENT AND E	General Fund POOL PERMIT	Swimming Pool 032323-NDEE	Cultural and Leisure 03/01/2023	40.00	03/23/2023
<b>01-71-75-44-444 Natural Gas</b> BLACK HILLS ENERGY	General Fund POOL ACCT# 4332196321	Swimming Pool BH ENERGY 3/	Cultural and Leisure 03/28/2023	1.83	03/29/2023
Total Swimming Pool:				41.83	
<b>01-71-76-44-431 Legal, Public Notices</b> ALLIANCE TIMES HERALD	General Fund PUBLIC NOTICES	Knight Museum 149993	Cultural and Leisure 03/08/2023	8.67	
<b>01-71-78-44-469 PMCNTSVC-Other</b> PRESTO-X	General Fund PEST CONTROL	Knight Museum 33249572	Cultural and Leisure 03/13/2023	121.00	
<b>01-71-76-44-469 PMCNTSVC-Other</b> CENTURY BUSINESS PRODUCTS	General Fund COPIER CONTRACT	Knight Museum 667836	Cultural and Leisure 03/20/2023	46.70	
<b>01-71-76-44-483 NRCNTSVC-Building Public Wrks</b> TK ELEVATOR CORPORATION	General Fund TROUBLESHOOT ELEVATOR	Knight Museum 1000504172	Cultural and Leisure 03/07/2023	731.25	
<b>01-71-76-46-600 Catering Expenses</b> GROCERY KART INC	General Fund CATERING SUPPLIES	Knight Museum 3697	Cultural and Leisure 03/16/2023	4.86	
<b>01-71-76-46-600 Catering Expenses</b> GROCERY KART INC	General Fund CATERING SUPPLIES	Knight Museum 9788	Cultural and Leisure 03/15/2023	267.91	
Total Knight Museum:				1,180.39	
<b>01-71-77-43-335 Other Technical Services</b> FIRSTBANK CARD	General Fund SUBSCRIPTION FOR TECH	Library SERVIC O'CONNOR 3/	Cultural and Leisure 03/28/2023	119.99	03/29/2023
<b>01-71-77-45-513 Copy Machine Supplies</b> FIRSTBANK CARD	General Fund INK CARTRIDGES	Library O'CONNOR 3/	Cultural and Leisure 03/28/2023	369.78	03/29/2023
<b>01-71-77-45-526 Other Supplies</b> FIRSTBANK CARD	General Fund OTHER SUPPLIES	Library O'CONNOR 3/	Cultural and Leisure 03/28/2023	280.33	03/29/2023
<b>01-71-77-45-561 Bldg Maintenance Material</b> BERNIES ACE HARDWARE	General Fund TOilet vale	Library 275162	Cultural and Leisure 03/17/2023	33.58	
<b>01-71-77-46-521 Books</b> DEMCO INC	General Fund Book covers	Library 7275825	Cultural and Leisure 03/13/2023	285.21	
<b>01-71-77-46-521 Books</b> FIRSTBANK CARD	General Fund BOOKS	Library O'CONNOR 3/	Cultural and Leisure 03/28/2023	2,355.25	03/29/2023
<b>01-71-77-46-522 Periodicals, Subscriptions</b> FIRSTBANK CARD	General Fund MAGAZINE SUBSCRIPTION	Library O'CONNOR 3/	Cultural and Leisure 03/28/2023	110.34	03/29/2023
<b>01-71-77-46-613 Audio and Visual Materials</b> FIRSTBANK CARD	General Fund DECORATIONS/VISUAL	Library O'CONNOR 3/	Cultural and Leisure 03/28/2023	540.28	03/29/2023
Total Library:				4,094.76	
<b>01-71-78-44-469 PMCNTSVC-Other</b> PRESTO-X	General Fund PEST CONTROL	Sallows Museum 33249573	Cultural and Leisure 03/13/2023	50.00	
Total Sallows Museum:				50.00	
Total Cultural and Leisure Services:				12,305.22	
<b>01-79-79-44-433 Other Advertising Services</b> BYTES COMPUTER	General Fund DOMAIN NAME RENEWAL	Marketing 30733	Culture and Leisure 03/12/2023	22.41	
<b>01-79-79-44-433 Other Advertising Services</b> MASS MARKETING INC	General Fund ADVERTISEMENT	Marketing 101263	Culture and Leisure 03/03/2023	370.00	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
01-79-79-44-479 CNTSVC Other PLANET BOUNCE LLC	General Fund RENTAL AGREEMENT	Marketing 150007	Culture and Leisure 03/28/2023	2,575.00	
Total Marketing:				2,967.41	
01-79-80-44-436 Mail, Delivery Services FIRSTBANK CARD	General Fund POSTAGE	Carhenge MCCRACKEN	Culture and Leisure 03/28/2023	24.60	03/29/2023
01-79-80-46-626 Inventory Costs SPECIAL STITCHES	General Fund ADULT AND YOUTH CAPS	Carhenge 1538	Culture and Leisure 03/21/2023	2,688.00	
01-79-80-46-626 Inventory Costs CANDY BARN EXPRESS	General Fund CANDY	Carhenge 1822.2	Culture and Leisure 09/02/2022	26.32	
Total Carhenge:				2,738.92	
Total Culture and Leisure Services:				5,706.33	
Total General Fund:				43,511.19	
<b>Electric Fund</b>					
05-0000-23321 Sales Tax Payable NE DEPT OF REVENUE - SALES	Electric Fund SALES & USE TAX - ELEC	FEB-23	03/10/2023	58,784.94	
Total :				58,784.94	
Total :				58,784.94	
05-51-50-44-421 Membership Dues MEAN	Electric Fund MEMBERSHIP DUES	Administration 304080	Utility Superintenden 03/03/2023	3,960.00	
05-51-50-44-441 Electricity COA UTILITIES	Electric Fund ELECTRIC	Administration 150003	Utility Superintenden 03/28/2023	365.55	
05-51-50-44-442 Water-Sewer COA UTILITIES	Electric Fund WATER / SEWER	Administration 150003	Utility Superintenden 03/28/2023	6.13	
05-51-50-44-444 Natural Gas BLACK HILLS ENERGY	Electric Fund PUBLIC WORKS ANNEX ACCT# 709	Administration BH ENERGY 3/	Utility Superintenden 03/28/2023	1,278.40	03/29/2023
05-51-50-45-511 Office Supplies QUILL CORPORATION	Electric Fund OFFICE SUPPLIES	Administration 31058173	Utility Superintenden 02/27/2023	187.54	
Total Administration:				5,797.62	
05-51-53-44-442 Sewer COA UTILITIES	Electric Fund WATER / SEWER	Urban Distribution 150003	Utility Superintenden 03/28/2023	2.87	
05-51-53-44-486 NRCNTSVC-Veh, Equip, Tire Rep SANDBERG IMPLEMENT INC	Electric Fund VEHICLE REPAIR	Urban Distribution WO95474	Utility Superintenden 03/23/2023	456.91	
05-51-53-45-532 Protective Gear STUART C. IRBY CO	Electric Fund Size 9 glove protector	Urban Distribution S013447790.0	Utility Superintenden 03/09/2023	180.83	
05-51-53-45-534 Safety Commodities STUART C. IRBY CO	Electric Fund Salisbury buttons for slvs	Urban Distribution S013444859.0	Utility Superintenden 03/08/2023	58.85	
05-51-53-46-651 Electric Overhead Material CRESCENT ELECTRIC SUPPLY CO.	Electric Fund PVC STRAP	Urban Distribution S511199534.00	Utility Superintenden 03/07/2023	20.83	
Total Urban Distribution:				720.29	
Total Utility Superintendent:				6,517.91	
Total Electric Fund:				65,302.85	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>Refuse Fund</b>					
06-0000-23321 Sales Tax Payable	Refuse Fund				
NE DEPT OF REVENUE - SALES	SALES & USE TAX - REFUSE	FEB-23	03/10/2023	.00	
Total :				.00	
Total :				.00	
06-41-42-44-486 NRCNTSVC-Veh, Equip, Tire Rep	Refuse Fund	Refuse Collection	Public Works		
PANHANDLE FAB INC.	TRUCK 1112 REPAIR	45227	03/20/2023	490.00	
06-41-42-45-531 Uniforms	Refuse Fund	Refuse Collection	Public Works		
FARM PLAN	UNIFORM - KELLY M.	51113261	03/14/2023	109.10	
06-41-42-45-534 Safety Commodities	Refuse Fund	Refuse Collection	Public Works		
FARM PLAN	SAFETY SUPPLIES	51113472	03/15/2023	154.99	
06-41-42-45-544 Small Tools, Equipment	Refuse Fund	Refuse Collection	Public Works		
FARM PLAN	SMALL TOOLS/EQUIP	51116230	03/23/2023	42.48	
06-41-42-45-544 Small Tools, Equipment	Refuse Fund	Refuse Collection	Public Works		
FARM PLAN	SMALL TOOLS/EQUIP	51113472	03/15/2023	104.98	
06-41-42-45-556 Parts-Vehicle, Mach, Equip	Refuse Fund	Refuse Collection	Public Works		
FARM PLAN	PARTS	51113933	03/16/2023	.18	
06-41-42-45-556 Parts-Vehicle, Mach, Equip	Refuse Fund	Refuse Collection	Public Works		
FARM PLAN	PARTS	51113563	03/15/2023	27.99	
Total Refuse Collection:				929.72	
Total Public Works:				929.72	
06-51-55-44-441 Electricity	Refuse Fund	Refuse Disposal	Public Works		
COA UTILITIES	ELECTRIC	150003	03/28/2023	898.95	
06-51-55-44-442 Water-Sewer	Refuse Fund	Refuse Disposal	Public Works		
COA UTILITIES	WATER / SEWER	150003	03/28/2023	10.74	
06-51-55-44-451 Telephone Line Expense	Refuse Fund	Refuse Disposal	Public Works		
QWEST - PHOENIX	65908519	633002064	03/20/2023	1.16	
06-51-55-45-526 Other Supplies	Refuse Fund	Refuse Disposal	Public Works		
IDEAL LINEN INC	SUPPLIES	11163012	03/09/2023	18.73	
06-51-55-45-526 Other Supplies	Refuse Fund	Refuse Disposal	Public Works		
IDEAL LINEN INC	SUPPLIES	11163964	03/16/2023	18.73	
06-51-55-45-526 Other Supplies	Refuse Fund	Refuse Disposal	Public Works		
IDEAL LINEN INC	SUPPLIES	11164930	03/23/2023	18.73	
06-51-55-45-531 Uniforms	Refuse Fund	Refuse Disposal	Public Works		
IDEAL LINEN INC	UNIFORMS	11163012	03/09/2023	51.76	
06-51-55-45-531 Uniforms	Refuse Fund	Refuse Disposal	Public Works		
IDEAL LINEN INC	UNIFORMS	11163964	03/16/2023	74.88	
06-51-55-45-531 Uniforms	Refuse Fund	Refuse Disposal	Public Works		
IDEAL LINEN INC	SUPPLIES	11163012	03/09/2023	23.12	
06-51-55-45-531 Uniforms	Refuse Fund	Refuse Disposal	Public Works		
IDEAL LINEN INC	SUPPLIES	11164930	03/23/2023	74.88	
06-51-55-45-544 Small Tools, Equipment	Refuse Fund	Refuse Disposal	Public Works		
FIRSTBANK CARD	AMERICAN LOCKSET-LOCKS FOR	FANKHAUSER	03/28/2023	308.37	03/29/2023
06-51-55-45-556 Parts-Vehicle, Mach, Equip	Refuse Fund	Refuse Disposal	Public Works		
FARM PLAN	PARTS	P03376	02/14/2023	90.08	
06-51-55-45-556 Parts-Vehicle, Mach, Equip	Refuse Fund	Refuse Disposal	Public Works		
FARM PLAN	PARTS	51116795	03/24/2023	6.99	
06-51-55-45-556 Parts-Vehicle, Mach, Equip	Refuse Fund	Refuse Disposal	Public Works		
FARM PLAN	P03376		02/11/2023	50.35	
06-51-55-45-556 Parts-Vehicle, Mach, Equip	Refuse Fund	Refuse Disposal	Public Works		
CARTER'S HOME HARDWARE & AP	PARTS	18825/1	03/14/2023	1.70	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>06-51-55-45-556 Parts-Vehicle, Mach, Equip</b> CARTER'S HOME HARDWARE & AP	Refuse Fund PARTS	Refuse Disposal 18991/1	Public Works 03/24/2023	.45	
<b>06-51-55-45-556 Parts-Vehicle, Mach, Equip</b> CARTER'S HOME HARDWARE & AP	Refuse Fund PARTS	Refuse Disposal 18847/1	Public Works 03/15/2023	1.30	
<b>06-51-55-45-556 Parts-Vehicle, Mach, Equip</b> CARTER'S HOME HARDWARE & AP	Refuse Fund PARTS	Refuse Disposal 18845/1	Public Works 03/15/2023	36.99	
<b>06-51-55-45-556 Parts-Vehicle, Mach, Equip</b> CARTER'S HOME HARDWARE & AP	Refuse Fund PARTS	Refuse Disposal 18868/1	Public Works 03/16/2023	19.45	
<b>06-51-55-45-556 Parts-Vehicle, Mach, Equip</b> CARTER'S HOME HARDWARE & AP	Refuse Fund PARTS	Refuse Disposal 18983/1	Public Works 03/24/2023	4.04	
Total Refuse Disposal:				1,711.40	
Total Public Works:				1,711.40	
<b>06-52-99-58-841 Baler Loan - Principal</b> NEBRASKA BANK	Refuse Fund PRINCIPAL - LANDFILL EQUIPMENT	Debt Services 150001	Public Works 03/17/2023	20,000.00	
<b>06-52-99-58-842 Baler Loan - Interest</b> NEBRASKA BANK	Refuse Fund INTEREST - LANDFILL EQUIPMENT	Debt Services 150001	Public Works 03/17/2023	950.00	
Total Debt Services:				20,950.00	
Total Public Works:				20,950.00	
Total Refuse Fund:				23,591.12	
<b>Sewer Fund</b>					
<b>07-0000-23321 Sales Tax Payable</b> NE DEPT OF REVENUE - SALES	Sewer Fund SALES & USE TAX - SEWER	FEB-23	Public Works 03/10/2023	10.50	
Total :				10.50	
Total :				10.50	
<b>07-52-58-43-379 Other Contract Operating Svcs</b> IDEAL LINEN INC	Sewer Fund MOPS AND MATS	Sewer 11164429	Public Works 03/21/2023	18.65	
<b>07-52-58-43-379 Other Contract Operating Svcs</b> BUD'S PEST CONTROL	Sewer Fund SEWER PEST CONTROL	Sewer 4867	Public Works 03/01/2023	40.00	
<b>07-52-58-44-441 Electricity</b> COA UTILITIES	Sewer Fund ELECTRIC	Sewer 150003	Public Works 03/28/2023	2,299.86	
<b>07-52-58-44-489 NRCNTSVC-Other Mach, Equip</b> AC ELECTRIC MOTOR SERVICE	Sewer Fund Repair sewer motor	Sewer 46300	Public Works 03/22/2023	1,237.60	
<b>07-52-58-45-526 Other Supplies</b> IDEAL LINEN INC	Sewer Fund TOWELS	Sewer 11164426	Public Works 03/21/2023	48.88	
<b>07-52-58-45-544 Small Tools, Equipment</b> CARTER'S HOME HARDWARE & AP	Sewer Fund TOOLS	Sewer 18843/1	Public Works 03/15/2023	18.98	
Total Sewer:				3,663.97	
Total Public Works:				3,663.97	
Total Sewer Fund:				3,674.47	
<b>Water Fund</b>					
<b>08-0000-23321 Sales Tax Payable</b> NE DEPT OF REVENUE - SALES	Water Fund SALES & USE TAX - WATER	FEB-23	Public Works 03/10/2023	113.05	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
Total :				113.05	
Total :				113.05	
<b>08-52-51-43-383 Water Testing Services</b>	Water Fund	Water Treatment	Public Works		
NE PUBLIC HEALTH ENVIRONMENT	OTHERS TESTING	562969	03/14/2023	95.00	
<b>08-52-51-43-383 Water Testing Services</b>	Water Fund	Water Treatment	Public Works		
NE PUBLIC HEALTH ENVIRONMENT	TESTING	562218	03/14/2023	326.00	
<b>08-52-51-44-441 Electricity</b>	Water Fund	Water Treatment	Public Works		
COA UTILITIES	ELECTRIC	150003	03/28/2023	16,442.36	
<b>08-52-51-44-479 CNTSVC Other</b>	Water Fund	Water Treatment	Public Works		
CULLIGAN WATER CONDITIONING	R.O. FILTER KIT	0161111	03/07/2023	3,474.70	
<b>08-52-51-44-483 NRCNTSVC-Building Public Wrks</b>	Water Fund	Water Treatment	Public Works		
BUD'S PEST CONTROL	WATER PEST CONTROL	4867	03/01/2023	64.20	
<b>08-52-51-46-629 Other Chemicals</b>	Water Fund	Water Treatment	Public Works		
HAWKINS INC	CHEMICAL	6421344	03/14/2023	915.37	
Total Water Treatment:				21,317.63	
<b>08-52-52-42-294 Conferences, Cont Education</b>	Water Fund	Distribution	Public Works		
FIRSTBANK CARD	TRAINING GRADE 6 COURSE	GRANT 3/23	03/29/2023	1,160.22	03/29/2023
<b>08-52-52-42-294 Conferences, Cont Education</b>	Water Fund	Distribution	Public Works		
NE DEPT OF ENVIRONMENT AND E	GRADE 4 COURSE	150005	02/10/2023	260.00	
<b>08-52-52-43-383 Water Testing Services</b>	Water Fund	Distribution	Public Works		
FIRSTBANK CARD	POSTAGE	SWEDEEN 3/2	03/28/2023	166.20	03/29/2023
<b>08-52-52-44-441 Electricity</b>	Water Fund	Distribution	Public Works		
COA UTILITIES	ELECTRIC	150003	03/28/2023	506.99	
<b>08-52-52-44-442 Water-Sewer</b>	Water Fund	Distribution	Public Works		
COA UTILITIES	WATER / SEWER	150003	03/28/2023	2.68	
<b>08-52-52-44-443 Refusc</b>	Water Fund	Distribution	Public Works		
COA UTILITIES	REFUSE	150003	03/28/2023	19.32	
<b>08-52-52-45-541 Office Furniture, Equipment</b>	Water Fund	Distribution	Public Works		
NEBRASKA TOTAL OFFICE	OFFICE SUPPLIES	0121319-001	03/21/2023	15.99	
<b>08-52-52-45-556 Parts-Vehicle, Mach, Equip</b>	Water Fund	Distribution	Public Works		
DARREN'S CARQUEST AUTO PART		2723-452868	03/23/2023	3.47	
<b>08-52-52-45-556 Parts-Vehicle, Mach, Equip</b>	Water Fund	Distribution	Public Works		
DARREN'S CARQUEST AUTO PART	PARTS	2723-452868	03/23/2023	247.93	
Total Distribution:				2,382.80	
Total Public Works:				23,700.43	
Total Water Fund:				23,813.48	
<b>Golf Course</b>					
<b>21-0000-23321 Sales Tax Payable</b>	Golf Course	Golf Course			
NE DEPT OF REVENUE - SALES	SALES & USE TAX - GOLF	GOLF 2/23	03/09/2023	35.42	
Total :				35.42	
Total :				35.42	
<b>21-71-75-44-412 Machine, Equipment Rent</b>	Golf Course	Golf Course	Cultural and Leisure		
MASEK DISTRIBUTING INC.	GOLF CART RENT 2023	APR2023	03/21/2023	11,200.00	
<b>21-71-75-44-431 Legal, Public Notices</b>	Golf Course	Golf Course	Cultural and Leisure		
ALLIANCE TIMES HERALD	PUBLIC NOTICE	149995	03/08/2023	8.36	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
21-71-75-44-441 Electricity COA UTILITIES	Golf Course ELECTRIC	Golf Course 150003	Cultural and Leisure 03/28/2023	2,521.19	
21-71-75-44-442 Water-Sewer COA UTILITIES	Golf Course WATER / SEWER	Golf Course 150003	Cultural and Leisure 03/28/2023	87.93	
21-71-75-44-443 Refuse COA UTILITIES	Golf Course REFUSE	Golf Course 150003	Cultural and Leisure 03/28/2023	192.16	
21-71-75-44-479 CNTSVC Other ALL SEASONS LANDSCAPING LLC	Golf Course CONTRACT LANDSCAPING	Golf Course 150004	Cultural and Leisure 03/27/2023	400.00	
21-71-75-44-489 NRCNTSVC-Other Mach, Equip H & H SANITATION & RECYCLING	Golf Course SAND BUCKETS	Golf Course 42845	Cultural and Leisure 03/23/2023	80.00	
21-71-75-45-511 Office Supplies PRINT EXPRESS	Golf Course SCORE CARDS	Golf Course 79317	Cultural and Leisure 03/07/2023	1,222.48	
21-71-75-45-526 Other Supplies FARM PLAN	Golf Course OTHER SUPPLIES	Golf Course 51115524	Cultural and Leisure 03/21/2023	25.86	
21-71-75-45-526 Other Supplies CARTER'S HOME HARDWARE & AP	Golf Course OTHER SUPPLIES	Golf Course 19007/1	Cultural and Leisure 03/27/2023	14.99	
21-71-75-45-551 Fuel,Oil,Lube-Veh,Mach,Equip STURDEVANT'S AUTO PARTS	Golf Course OIL	Golf Course 834002174	Cultural and Leisure 03/18/2023	90.08	
21-71-75-45-551 Fuel,Oil,Lube-Veh,Mach,Equip STURDEVANT'S AUTO PARTS	Golf Course HYDRAULIC FLUID	Golf Course 834002354	Cultural and Leisure 03/23/2023	87.89	
21-71-75-45-551 Fuel,Oil,Lube-Veh,Mach,Equip WESTCO	Golf Course OIL	Golf Course 174526	Cultural and Leisure 03/17/2023	640.22	
21-71-75-45-556 Parts-Vehicle, Mach, Equip ALLIANCE TRACTOR & IMPLEMENT	Golf Course MOWER BLADES	Golf Course 99568W	Cultural and Leisure 03/16/2023	900.00	
21-71-75-45-556 Parts-Vehicle, Mach, Equip ALLIANCE TRACTOR & IMPLEMENT	Golf Course PARTS	Golf Course 99574W	Cultural and Leisure 03/16/2023	4.50	
21-71-75-45-556 Parts-Vehicle, Mach, Equip ALLIANCE TRACTOR & IMPLEMENT	Golf Course PARTS	Golf Course 99568W	Cultural and Leisure 03/16/2023	69.13	
21-71-75-45-556 Parts-Vehicle, Mach, Equip ALLIANCE TRACTOR & IMPLEMENT	Golf Course PARTS	Golf Course 99571W	Cultural and Leisure 03/16/2023	110.00	
21-71-75-45-556 Parts-Vehicle, Mach, Equip STURDEVANT'S AUTO PARTS	Golf Course PARTS	Golf Course 834002425	Cultural and Leisure 03/24/2023	19.49	
21-71-75-45-556 Parts-Vehicle, Mach, Equip STURDEVANT'S AUTO PARTS	Golf Course PARTS	Golf Course 834002328	Cultural and Leisure 03/22/2023	70.97	
21-71-75-45-556 Parts-Vehicle, Mach, Equip STURDEVANT'S AUTO PARTS	Golf Course PARTS	Golf Course 834002359	Cultural and Leisure 03/23/2023	16.39	
21-71-75-45-556 Parts-Vehicle, Mach, Equip STURDEVANT'S AUTO PARTS	Golf Course PARTS	Golf Course 834002394	Cultural and Leisure 03/24/2023	16.99	
21-71-75-45-556 Parts-Vehicle, Mach, Equip STURDEVANT'S AUTO PARTS	Golf Course CREDIT	Golf Course 834001827	Cultural and Leisure 03/09/2023	86.50-	
21-71-75-45-556 Parts-Vehicle, Mach, Equip STURDEVANT'S AUTO PARTS	Golf Course PARTS	Golf Course 834002085	Cultural and Leisure 03/16/2023	55.43	
21-71-75-45-561 Bldg Maintenance Material BLOEDORN LUMBER - ALLIANCE	Golf Course BUILDING MAINTENANCE MATERIA	Golf Course 7468053	Cultural and Leisure 03/21/2023	100.00	
21-71-75-45-561 Bldg Maintenance Material BLOEDORN LUMBER - ALLIANCE	Golf Course BUILDING MAINTENANCE MATERIA	Golf Course 7468053	Cultural and Leisure 03/21/2023	15.36	
21-71-75-45-574 Misc Grounds Maintenance BERNIES ACE HARDWARE	Golf Course MISC GROUNDS	Golf Course 275610	Cultural and Leisure 03/27/2023	25.35	
21-71-75-46-626 Inventory Costs MIZUNO USA INC	Golf Course 2023 BOOK TRIAL PACK	Golf Course 7904285 RI	Cultural and Leisure 02/28/2023	1,191.09	
21-71-75-46-626 Inventory Costs MIZUNO USA INC	Golf Course 2023 BOOK TRIAL PACK	Golf Course 7913220 RI	Cultural and Leisure 03/06/2023	15.00	
21-71-75-46-626 Inventory Costs ALL STAR PRO GOLF	Golf Course MESH RANGE BALL BAGS	Golf Course INV31272	Cultural and Leisure 03/21/2023	71.36	
21-71-75-46-626 Inventory Costs ALL STAR PRO GOLF	Golf Course GOLF CLOTHING	Golf Course INV31161	Cultural and Leisure 03/15/2023	1,064.74	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>21-71-75-46-626 Inventory Costs</b> ACUSHNET COMPANY	Golf Course SPRING APPAREL	Golf Course 915163822	Cultural and Leisure 03/13/2023	664.40	
<b>21-71-75-46-626 Inventory Costs</b> ACUSHNET COMPANY	Golf Course GOLF CLOTHING	Golf Course 915143001	Cultural and Leisure 03/10/2023	501.04	
<b>21-71-75-46-626 Inventory Costs</b> ACUSHNET COMPANY	Golf Course SPRING APPAREL	Golf Course 915094717	Cultural and Leisure 03/04/2023	272.09	
<b>21-71-75-46-626 Inventory Costs</b> ACUSHNET COMPANY	Golf Course BAGS	Golf Course 915143002	Cultural and Leisure 03/10/2023	150.24	
<b>21-71-75-46-626 Inventory Costs</b> ACUSHNET COMPANY	Golf Course TOUR BREEZER	Golf Course 915216048	Cultural and Leisure 03/17/2023	59.60	
<b>21-71-75-46-626 Inventory Costs</b> ACUSHNET COMPANY	Golf Course BALLS	Golf Course 915086083	Cultural and Leisure 03/03/2023	1,879.86	
<b>21-71-75-46-626 Inventory Costs</b> ACUSHNET COMPANY	Golf Course TITLEIST TOUR BAG	Golf Course 915190585	Cultural and Leisure 03/15/2023	91.17	
<b>21-71-75-46-626 Inventory Costs</b> ACUSHNET COMPANY	Golf Course BALLS	Golf Course 915107643	Cultural and Leisure 03/07/2023	335.72	
<b>21-71-75-46-626 Inventory Costs</b> ACUSHNET COMPANY	Golf Course PLAYERS DOUBLE CANAOPY UMB	Golf Course 915220605	Cultural and Leisure 03/17/2023	40.92	
<b>21-71-75-46-626 Inventory Costs</b> ACUSHNET COMPANY	Golf Course HOODIES	Golf Course 914772119	Cultural and Leisure 01/03/2023	345.43	
<b>21-71-75-46-626 Inventory Costs</b> ACUSHNET COMPANY	Golf Course SPRING APPAREL	Golf Course 915077576	Cultural and Leisure 03/02/2023	2,204.65	
<b>21-71-75-46-626 Inventory Costs</b> ACUSHNET COMPANY	Golf Course GOLF BALLS	Golf Course 915094768	Cultural and Leisure 03/04/2023	2,636.20	
<b>21-71-75-46-626 Inventory Costs</b> ACUSHNET COMPANY	Golf Course TILT AVX	Golf Course 915143714	Cultural and Leisure 03/10/2023	132.33	
<b>21-71-75-46-626 Inventory Costs</b> ACUSHNET COMPANY	Golf Course BAGS	Golf Course 915107137	Cultural and Leisure 03/07/2023	320.32	
<b>21-71-75-46-626 Inventory Costs</b> CALLAWAY GOLF SALES CO	Golf Course PREBOOK BAGS	Golf Course 936135770	Cultural and Leisure 03/14/2023	175.50	
<b>21-71-75-46-626 Inventory Costs</b> CALLAWAY GOLF SALES CO	Golf Course PREBOOK EQUIPMENT	Golf Course 936078597	Cultural and Leisure 03/04/2023	518.40	
<b>21-71-75-46-626 Inventory Costs</b> CALLAWAY GOLF SALES CO	Golf Course PREBOOK EQUIPMENT	Golf Course 936157459	Cultural and Leisure 03/17/2023	444.60	
<b>21-71-75-46-626 Inventory Costs</b> CALLAWAY GOLF SALES CO	Golf Course PREBOOK BAGS	Golf Course 936170192	Cultural and Leisure 03/21/2023	1,981.80	
<b>21-71-75-46-626 Inventory Costs</b> CALLAWAY GOLF SALES CO	Golf Course TRIAL SET BAGS	Golf Course 936162569	Cultural and Leisure 03/20/2023	255.00	
<b>21-71-75-46-626 Inventory Costs</b> CALLAWAY GOLF SALES CO	Golf Course PREBOOK EQUIPMENT	Golf Course 936170196	Cultural and Leisure 03/21/2023	889.20	
<b>21-71-75-46-626 Inventory Costs</b> CALLAWAY GOLF SALES CO	Golf Course PREBOOK BALLS	Golf Course 936085232	Cultural and Leisure 03/06/2023	117.48	
<b>21-71-75-46-627 Special Order Costs</b> ACUSHNET COMPANY	Golf Course SPECIAL ORDER AHS BULLDOGS	Golf Course 915124542	Cultural and Leisure 03/08/2023	397.00	
Total Golf Course:				34,643.41	
Total Cultural and Leisure Services:				34,643.41	
Total Golf Course:				34,678.83	
<b>Airport</b>					
<b>22-41-43-43-335 Other Technical Services</b> TELVENT DTN	Airport WEATHER SERVICE	Airport Operations 6250801	Airport 02/03/2023	675.00	
<b>22-41-43-44-441 Electricity</b> COA UTILITIES	Airport ELECTRIC	Airport Operations 150003	Airport 03/28/2023	4,238.79	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>22-41-43-44-442 Water-Sewer</b> COA UTILITIES	Airport WATER / SEWER	Airport Operations 150003	Airport 03/28/2023	32.64	
<b>22-41-43-44-443 Refuse</b> H & H SANITATION & RECYCLING	Airport AIRPORT REFUSE COLLECTION	Airport Operations 42850	Airport 03/27/2023	58.50	
<b>22-41-43-44-444 Natural Gas</b> BLACK HILLS ENERGY	Airport AIRPORT ADMIN ACCT# 986221100	Airport Operations BH ENERGY 3/	Airport 03/28/2023	.05	03/29/2023
<b>22-41-43-44-479 CNTSVC Other</b> IDEAL LINEN INC	Airport RUGS	Airport Operations 11163474	Airport 03/14/2023	45.94	
Total Airport Operations:				5,050.92	
Total Airport:				5,050.92	
Total Airport:				5,050.92	
<b>Public Transit Fund</b>					
<b>23-72-71-44-431 Legal, Public Notices</b> ALLIANCE TIMES HERALD	Public Transit Fund LEGAL AD	Transit - Administration 149998	Public Works 03/15/2023	14.68	
<b>23-72-71-44-482 NRCNTSVC-Vehicle Repair Mtc</b> PRECISION STEREO TECHNOLOG	Public Transit Fund TIRE REPAIR	Transit - Administration 41998	Public Works 03/03/2023	25.00	
<b>23-72-71-45-511 Office Supplies</b> NEBRASKA TOTAL OFFICE	Public Transit Fund OFFICE SUPPLIES	Transit - Administration 0121268-001	Public Works 03/16/2023	6.54	
<b>23-72-71-45-511 Office Supplies</b> NEBRASKA TOTAL OFFICE	Public Transit Fund OFFICE SUPPLIES	Transit - Administration 0121262-001	Public Works 03/15/2023	3.18	
<b>23-72-71-45-526 Other Nonoperating Sup/Expense</b> PROTEX CENTRAL INC	Public Transit Fund ALARM MONITORING	Transit - Administration 140858	Public Works 03/20/2023	420.00	
<b>23-72-71-45-526 Other Nonoperating Sup/Expense</b> DARREN'S CARQUEST AUTO PART	Public Transit Fund PARTS	Transit - Administration 2723-452270	Public Works 03/16/2023	27.54	
Total Transit - Administration:				496.94	
<b>23-72-72-45-551 Fuel,Oil,Lube-Veh,Mach,Equip</b> WOLF FORD OF ALLIANCE	Public Transit Fund OIL CHANGES	Transit - Operations 46920	Public Works 03/02/2023	66.15	
Total Transit - Operations:				66.15	
Total Public Works:				563.09	
Total Public Transit Fund:				563.09	
<b>Street Fund</b>					
<b>24-41-41-44-436 Mail, Delivery Services</b> FIRSTBANK CARD	Street Fund UPS- SHIPPED SNOWPLOW PARTS	Streets GRANT 3/23	Public Works 03/29/2023	23.12	03/29/2023
<b>24-41-41-44-441 Electricity</b> COA UTILITIES	Street Fund ELECTRIC	Streets 150003	Public Works 03/28/2023	83.78	
<b>24-41-41-45-526 Other Supplies</b> FIRSTBANK CARD	Street Fund AMAZON-SEAT COVERS	Streets MULLINS 3/23	Public Works 03/28/2023	123.96	03/29/2023
<b>24-41-41-45-526 Other Supplies</b> IDEAL LINEN INC	Street Fund MOPS AND MATS	Streets 11164429	Public Works 03/21/2023	18.65	
<b>24-41-41-45-534 Safety Commodities</b> FIRSTBANK CARD	Street Fund CARHARTT-CREDIT RETURNS	Streets MULLINS 3/23	Public Works 03/28/2023	96.29	03/29/2023
<b>24-41-41-45-543 Small Tools, Equipment</b> FARM PLAN	Street Fund SMALL TOOLS/EQUIP	Streets 51115255	Public Works 03/20/2023	10.49	
<b>24-41-41-45-556 Parts-Vehicle, Mach, Equip</b> MURPHY TRACTOR	Street Fund PARTS	Streets 1991447	Public Works 03/03/2023	339.36	
<b>24-41-41-45-556 Parts-Vehicle, Mach, Equip</b> MURPHY TRACTOR	Street Fund PARTS	Streets 1992463	Public Works 03/06/2023	124.33	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Segment Department Net Invoice Amount	Date Paid
<b>24-41-41-45-556 Parts-Vehicle, Mach, Equip</b> DARREN'S CARQUEST AUTO PART	Street Fund	Streets	Public Works		
		2723-451945	03/13/2023	47.62	
<b>24-41-41-45-556 Parts-Vehicle, Mach, Equip</b> DARREN'S CARQUEST AUTO PART	Street Fund	Streets	Public Works		
		2723-452080	03/14/2023	4.69	
<b>24-41-41-45-556 Parts-Vehicle, Mach, Equip</b> DARREN'S CARQUEST AUTO PART	Street Fund	Streets	Public Works		
		2723-452166	03/15/2023	198.42	
<b>24-41-41-45-563 Cleaning Supplies</b> IDEAL LINEN INC	Street Fund	Streets	Public Works		
	TOWELS	11163470	03/14/2023	48.88	
<b>24-41-41-45-564 Concrete</b> CROELL REDI MIX INC	Street Fund	Streets	Public Works		
	CONCRETE	1068005650	03/23/2023	749.00	
<b>24-41-41-45-564 Concrete</b> CROELL REDI MIX INC	Street Fund	Streets	Public Works		
		1068005607	03/02/2023	3,035.76	
<b>24-41-41-45-564 Concrete</b> CROELL REDI MIX INC	Street Fund	Streets	Public Works		
	CONCRETE	1068005607	03/02/2023	168.37	
<b>24-41-41-45-569 Other Replacement Parts</b> CARTER'S HOME HARDWARE & AP	Street Fund	Streets	Public Works		
	PARTS	18834/1	03/14/2023	27.98	
Total Streets:				4,908.12	
Total Public Works:				4,908.12	
Total Street Fund:				4,908.12	
<b>Retired Senior Vol Program</b>					
<b>26-71-70-45-511 Office Supplies</b> NEBRASKA TOTAL OFFICE	Retired Senior Vol P	Retired Senior Vol Program	Cultural and Leisure		
	OFFICE SUPPLIES	0121381-001	03/28/2023	18.55	
Total Retired Senior Vol Program:				18.55	
Total Cultural and Leisure Services:				18.55	
Total Retired Senior Vol Program:				18.55	
<b>Capital Projects Fund</b>					
<b>41-41-46-59-915 Capital Outlay-Buildings</b> BAKER & ASSOCIATES, INC.	Capital Projects Fun	Municipal Building	Public Facilities		
	CITY HALL DESIGN	31521	03/21/2023	2,622.50	
Total Municipal Building:				2,622.50	
Total Public Facilities:				2,622.50	
Total Capital Projects Fund:				2,622.50	
<b>State E911 Fund</b>					
<b>43-31-31-47-701 911 - State Funding Restricted</b> MOTOROLA SOLUTIONS INC	State E911 Fund	Police Administration			
	Annual service contract for radio cons	8230398169	03/22/2023	35,261.74	03/29/2023
Total Police Administration:				35,261.74	
Total :				35,261.74	
Total State E911 Fund:				35,261.74	
<b>Adminstration Internal Service</b>					
<b>51-13-13-43-381 DOT Testing</b> BOX BUTTE GENERAL HOSPITAL	Adminstration Intern	Personnel	Personnel		
	DRUG AND ALCOHOL TESTING	18074-0165-00	01/25/2023	99.50	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>51-13-13-43-381 DOT Testing</b>	Adminstration Intern	Personnel	Personnel		
BOX BUTTE GENERAL HOSPITAL	DRUG AND ALCOHOL TESTING	31748-0065	01/03/2023	58.00	
<b>51-13-13-43-381 DOT Testing</b>	Adminstration Intern	Personnel	Personnel		
BOX BUTTE GENERAL HOSPITAL	DRUG AND ALCOHOL TESTING	30118-0092-00	01/26/2023	58.00	
<b>51-13-13-43-381 DOT Testing</b>	Adminstration Intern	Personnel	Personnel		
WPCI	TESTING	S156489	02/28/2023	33.00	
Total Personnel:				248.50	
Total Personnel:				248.50	
<b>51-14-16-47-726 Inland Marine</b>	Adminstration Intern	Risk Management	Legal		
GREGORY'S INSURANCE	INLAND MARINE	1663698	01/30/2023	224.00	
Total Risk Management:				224.00	
Total Legal:				224.00	
<b>51-17-17-44-451 Telephone Line Expense</b>	Adminstration Intern	MIS	Technology		
CHARTER COMMUNICATIONS	8356 15 100 0175004	017500403152	03/15/2023	15.82	
<b>51-17-17-44-469 PMCNTSVC-Other</b>	Adminstration Intern	MIS	Technology		
BYTES COMPUTER	VSPHERE ESSENTIALS PLUS	30724	03/13/2023	1,158.00	
Total MIS:				1,173.82	
Total Technology:				1,173.82	
Total Adminstration Internal Service:				1,646.32	
<b>Enterprise Internal Service</b>					
<b>55-21-23-44-436 Mail, Delivery Services</b>	Enterprise Internal S	Utility Customer Service	Finance		
POSTMASTER	PERMIT MAILING	150002	03/28/2023	3,000.00	
<b>55-21-23-44-479 CNTSVC Other</b>	Enterprise Internal S	Utility Customer Service	Finance		
PAYMENT SERVICE NETWORK INC	GATEWAY FEE	FEB-23	03/27/2023	59.95	
Total Utility Customer Service:				3,059.95	
<b>55-21-24-44-482 NRCNTSVC-Vehicle Repair Mtc</b>	Enterprise Internal S	Meter Reading	Finance		
O'REILLY AUTO PARTS	PARTS	6010-167202	03/28/2023	53.80	
<b>55-21-24-45-534 Safety Commodities</b>	Enterprise Internal S	Meter Reading	Finance		
FARM PLAN	SAFETY SUPPLIES	51113469	03/15/2023	11.98	
Total Meter Reading:				65.78	
Total Finance:				3,125.73	
<b>55-51-56-43-379 Other Contract Operating Svcs</b>	Enterprise Internal S	Warehouse	Utlitiy Superintenden		
IDEAL LINEN INC	MOPS	11163482	03/14/2023	62.81	
<b>55-51-56-43-379 Other Contract Operating Svcs</b>	Enterprise Internal S	Warehouse	Utlitiy Superintenden		
IDEAL LINEN INC	MOPS AND MATS	11164429	03/21/2023	37.30	
<b>55-51-56-44-441 Electricity</b>	Enterprise Internal S	Warehouse	Utlitiy Superintenden		
COA UTILITIES	ELECTRIC	150003	03/28/2023	5,321.12	
<b>55-51-56-44-442 Water-Sewer</b>	Enterprise Internal S	Warehouse	Utlitiy Superintenden		
COA UTILITIES	WATER / SEWER	150003	03/28/2023	13.63	
<b>55-51-56-44-443 Refuse</b>	Enterprise Internal S	Warehouse	Utlitiy Superintenden		
COA UTILITIES	REFUSE	150003	03/28/2023	96.08	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
<b>55-51-56-44-483 NRCNTSVC-Building Public Wrks</b>	Enterprise Internal S Warehouse		Utilitiy Superintenden		
PERFECTION DOOR	DOOR REPAIRS - PW FACILITY	64235	03/14/2023	2,372.00	
<b>55-51-56-44-483 NRCNTSVC-Building Public Wrks</b>	Enterprise Internal S Warehouse		Utilitiy Superintenden		
BUD'S PEST CONTROL	PUBLIC WORKS PEST CONTROL	4867	03/01/2023	100.00	
<b>55-51-56-45-561 Bldg Maintenance Material</b>	Enterprise Internal S Warehouse		Utilitiy Superintenden		
DUTTON-LAINSON COMPANY	Lights	869227-1	11/17/2022	2,187.98	
Total Warehouse:				10,190.92	
Total Utilitiy Superintendent:				10,190.92	
Total Enterprise Internal Service:				13,316.65	
<b>Health Care Internal Service</b>					
<b>57-81-81-42-287 Employee Claims</b>	Health Care Internal	Health Support	Personnel		
REGIONAL CARE, INC.	HEALTH CLAIMS	032823-HC	03/28/2023	58,741.38	03/29/2023
Total Health Support:				58,741.38	
Total Personnel:				58,741.38	
Total Health Care Internal Service:				58,741.38	
Grand Totals:				316,701.21	

Dated: \_\_\_\_\_

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

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

City Treasurer: *Candy Baker*

Report Criteria:

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

# Narrative April 4, 2023



## **RESOLUTION - INA Alert Camera Project Payment**

The City of Alliance adopted a resolution August 3, 2021 for the Nebraska Coronavirus Emergency Supplemental Funding Grant. Within this grant, funds were provided for cameras in the city. The cameras have been installed and an installment payment of \$45,341.89 has been requested. The funds were accounted for in the 2022-23 budget (GL #01-31-32-59-950) for this expenditure. The unexpended balance is \$91,856.99. They receive payments as the project progresses. The project is nearing final completion.

Most of this project has already been paid for. The camera system is essential in utilizing camera footage such as CFS#P202300182 on 03/19/23, where an individual crashed into a fire hydrant causing major damage, flooding and a public works call out. This individual was captured on camera and charged for the incident.

**RECOMMENDATION: APPROVE THE PAYMENT OF THE INA ALERT CAMERA INSTALL IN THE AMOUNT OF \$45,341.89.**

RESOLUTION NO. 23-18

*WHEREAS*, The City of Alliance adopted a resolution August 3, 2021 for the Nebraska Coronavirus Emergency Supplemental Funding Grant for cameras in the City; and

*WHEREAS*, It is time for an installment payment in the amount of \$45,341.89; and

*WHEREAS*, The Mayor and City Council deems it appropriate to continue using the camera system as an aspect of public safety.

*NOW, THEREFORE, BE IT RESOLVED* by the Mayor and Council of the City of Alliance, that the amount of \$45,341.89, payable to INA Alert.Inc, Inc. is hereby approved for payment for console maintenance and warranty.

PASSED AND APPROVED this 4<sup>th</sup> day of April, 2023.

\_\_\_\_\_  
Mike Dafney, Mayor

(SEAL)

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

Approved as to Form and Legality:

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

INA Alert, Inc 3934  
 PO Box 96  
 112 N Main  
 Ellinwood, KS 67526



# Invoice

Invoice Date: 1/3/2023

Invoice #:	13660
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**Bill To:**

City of Alliance, NE  
 324 Laramie Avenue  
 PO Box D  
 Alliance, NE

Please mail payment to INA  
 ALERT.INC; PO Box 96; Ellinwood, KS  
 67526 If you have any questions, please  
 call 620.564.3766. Thank you for your  
 business.

P.O. Number:	Terms	J.C.D.	Location
	Due on receipt		

Item	Qty	Model Name	Description	Unit Price	Amount
Camera/Surveilla...			Progress billing		
			Progress billing on work through the end of 12/30/22	45,341.89	45,341.89
			Sales Tax	7.50%	0.00
			P.O. # _____ APPROVED FOR PAYMENT <u>01-31-32-59-950</u> APPROVED NUMBER  DATE _____ BY _____	<i>Req # 1971</i>	

Phone # 620-564-3766  
 monty@inaalert.com

Fax # 620-564-2017  
 www.inaalert.com

<b>Total</b>	\$45,341.89
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$45,341.89



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## PROCLAMATION

*WHEREAS*, the City of Alliance would like to recognize and celebrate the profession of Linemen and wishes to honor their exemplary services to the City of Alliance and our community; and

*WHEREAS*, Linemen are often first responders during storms and other catastrophic events, working to make a scene safe for the citizens; and

*WHEREAS*, Linemen work with thousands of volts of electricity high atop power lines 24 hours a day, 365 days a year, to keep electricity flowing in our community, and

*WHEREAS*, Linemen work under dangerous conditions, putting their lives on the line every day to construct and maintain the energy our City needs to run to operate.

*THEREFORE, BE IT RESOLVED* that I, Mike Dafney, Mayor of Alliance, do hereby proclaim April 18, 2023, as:

### **National Linemen Appreciation Day**

And encourage residents to recognize the hard work and commitment our Linemen do for our City. And encourage everyone to take a moment to thank a line worker for everything they do to keep the lights on, ensuring and enhancing our quality of life.

*IN WITNESS WHEREOF*, I have hereunto set my hand and caused the Great Seal of the City of Alliance to be affixed on this 4<sup>th</sup> day of April in the year of the Lord Two Thousand Twenty-Three.

---

Mike Dafney, Mayor

(SEAL)



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## PROCLAMATION

WHEREAS, Public transit provides our citizens access to medical, business, employment, social, and supportive services; and

WHEREAS, Public transit allows individuals to remain independent, contributes to economic development, and improves mobility; and

WHEREAS, Over 26,700 rides were provided by public transit in Alliance during fiscal year 2022; and

WHEREAS, Alliance has numerous public transit professionals who provide service to our citizens and must maintain educational requirements and standards; and

WHEREAS, The Alliance City Council recognizes the important role that public transit professionals play, and wishes to acknowledge that role; and

WHEREAS, Public transportation in Alliance is provided by the collaborative efforts of the City of Alliance, Nebraska Department of Transportation and Federal Transit Administration to provide resources to transport individuals every day.

NOW, THEREFORE, The Alliance City Council, does hereby proclaim April 10-14, 2023 as

### **PUBLIC TRANSIT WEEK**

In Alliance, and I do hereby urge all citizens to increase their understanding and awareness of their local transit systems and the many services provided.

IN WITNESS WHEREOF, I have hereunto set my hand, and cause the Great Seal of the City of Alliance to be affixed this Fourth day of April, in the year of our Lord Two Thousand Twenty-Three.

(SEAL)

\_\_\_\_\_  
Mike Dafney, Mayor



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# Narrative

## April 04, 2023



### **ORDINANCE – Property Asses Clean Energy (PACE) Financing**

The Heartland Flats mixed-use development has requested that the City implement an economic development assessment under Nebraska’s “Property Assess Clean Energy Act” (“PACE”). City staff has been in discussions with the third-party lender for PACE and is willing to move forward with the developer’s request.

PACE provides funding similar to tax increment financing. For PACE Financing, the developer must incur costs to install and maintain energy efficient improvements. Examples of energy efficient improvements include, but are not limited to, insulation, storm windows, automated energy controls, water conservation, etc.

Once – or when – those costs are incurred, and third-party lender will provide funding to the developer to cover the costs of the energy efficient improvements. The loan is then repaid through a ten-year special assessment levied against the property improved. The special assessment is levied by the City, collected by the County Treasurer, and remitted to the third-party lender for repayment of the initial PACE financing.

Ordinance No. 2953 is before Council on second reading to establish a PACE District in the City for commercial and industrial properties within the City’s extraterritorial zoning jurisdiction. Ordinance No. 2953 also sets for the assessment contract and application forms for use in the PACE program. The Ordinance contemplates that the third-party lender and the developer will work together towards PACE Financing applications and that most of the City administration of the PACE District will be managed by the third-party lender. In discussions with other cities in Nebraska that have recently created a PACE District, the City staff has found that a similar experiences occurred: the third-party lender addresses most of the PACE Financing administration. Staff believes the City’s role is to accept applications at the staff level and implement special assessment levies when financing is complete.

**RECOMMENDATION: Staff recommends passage of Ordinance No. 2953 on second reading. It is another tool that can be utilized for development of the City, and it provides minimal involvement of City resources. The third reading is scheduled April 18, 2023.**

ORDINANCE NO. 2953

AN ORDINANCE TO CREATE A CLEAN ENERGY ASSESSMENT DISTRICT; TO ESTABLISH DEFINITIONS; TO PROVIDE FOR THE FINANCING, ADMINISTRATION, AND COLLECTIONS, TO PROMOTE ENERGY EFFICIENCY IMPROVEMENTS AND RENEWABLE ENERGY SYSTEMS; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.

WHEREAS, the City of Alliance, Nebraska desires to create a clean energy assessment district to enable property assessed clean energy financing for its property owners; and,

WHEREAS, the City also desires to authorize the clean energy assessment district to enable third-party lenders to accept applications and enter into financing agreements with property owners within the boundaries of the district; and,

WHEREAS, this Ordinance, upon execution, shall create a clean energy assessment district, which shall be known as the Alliance PACE District, as authorized by NEB. REV. STAT. §§ 13-3203 and 13-3204(3), which boundaries shall be the extraterritorial zoning jurisdiction of the City.

BE RESOLVED BY THE CITY OF ALLIANCE CITY COUNCIL:

**Section 1.** Findings and Determinations. That the City Council of the City of Alliance, Nebraska (the "City"), hereby finds and determines as follows:

(A) Pursuant to NEB. REV. STAT. §§ 13-3201 to 13-3211, inclusive, the Property Assessed Clean Energy Act (the "Act"), energy efficiency and the use of renewable energy are important for preserving the health and economic well-being of Nebraska's citizens. Using less energy decreases the cost of living and keeps the cost of public power low by delaying the need for additional power plants. To further these goals, it is necessary for the City to promote energy efficiency improvements and renewable energy systems. Upfront costs for energy efficiency improvements and renewable energy systems may prohibit or deter many property owners from making improvements. It is necessary for the City to implement an alternative financing method through the creation of a clean energy assessment district.

(B) Financing energy projects to further these goals is a valid public purpose and can be accomplished through Property Assessed Clean Energy ("PACE") financing, which is used to overcome the upfront costs for energy efficiency improvements and renewable energy systems by using private capital and equity, rather than public debt.

(C) Pursuant to the Act and NEB. REV. STAT. § 13-3204, the City is authorized to establish a clean energy assessment district so that owners of qualifying property can access PACE financing for energy efficiency improvements or renewable energy improvements to their properties located in the District. The City also may enter into an agreement with one or more other municipalities pursuant to the Interlocal Cooperation Act, NEB. REV. STAT. §§ 13-801, et seq., for the joint creation, administration, or creation and administration of clean energy assessment districts, pursuant to NEB. REV. STAT. § 13-3210. The City declares its intent that

the provisions of this Ordinance shall be in conformity with federal and state laws. The City enacts this Ordinance pursuant to the Act, as amended.

**Section 2.** Title and Definitions. That this Ordinance shall be known and may be cited as “City of Alliance Property Assessed Clean Energy (PACE) Ordinance.” Except the words and phrases specifically defined below or in NEB. REV. STAT. § 13-3203, as amended, words and phrases used in this Ordinance shall have their customary meanings. As used in this Ordinance, the following words and phrases shall have the following meanings:

“District” means the Alliance PACE District, created pursuant to this Ordinance, as authorized by NEB. REV. STAT. §§ 13-3203 and 13-3204(3), which boundaries shall be the extraterritorial zoning jurisdiction of the City including any area that is within the corporate boundaries or extraterritorial zoning jurisdiction the City.

“District Administrator” means the designated representative or a third-party administrator selected by the City by agreement or written designation.

---

“PACE financing” means funds provided to the owner(s) of qualified property by a third-party lender, pursuant to the Act and this Ordinance, for an energy efficiency improvement or renewable energy system(s).

“Qualifying Property” means commercial property, including multifamily residential property having more than four dwelling units, and industrial property located in the District.

**Section 3.** District Boundaries and Requirements Pursuant to NEB. REV. STAT. §§ 13-3204(3).

(A) The City finds that the financing of energy efficiency improvements and renewable energy systems is a valid public purpose. Such public purposes include, but are not limited to, reduced energy and water costs, reduced greenhouse gas emissions, economic stimulation and development, improved property valuation, and increased employment.

(B) The boundaries of the District shall be the extraterritorial zoning jurisdiction of the City as allowed pursuant to NEB. REV. STAT. § 13-3204(1).

(C) The District Administrator shall use a form contract for assessment contracts among the City, the owner of the qualifying property, and a third-party lender, containing terms as attached hereto as Exhibit “A” governing the terms and conditions of financing and annual assessments in accordance with the Act, including NEB. REV. STAT. § 13-3205(1), which provides for repayment of the costs financed through annual assessments upon the qualifying property benefited by the energy project.

(D) The District Administrator is authorized to enter into assessment contracts on behalf of the City.

(E) The District Administrator will use a financing application process and eligibility requirements, for financing energy projects in accordance with the requirements of the Act and

accepted by the third-party lender. The application process and program eligibility requirements shall be, at a minimum, as follows:

(1) Submission of an application as attached hereto as Exhibit "B" to the District Administrator, which shall include, but not be limited to, the following information:

- (a) Applicant name and contact information, including property owner and developer;
- (b) Project location and legal description;
- (c) Identification of contractor or supplier, including anticipated PACE contractor and a copy of the approved bid for the energy efficiency project;
- (d) Project description;
- (e) Total project cost;
- (f) Description of proposed improvements;
- (g) Description of energy efficiency project to be financed;
- (h) Amount of requested assessment;
- (i) Interest rate on the PACE assessment and any required fees;
- (j) Term of assessment;
- (k) Energy savings report indicating estimated energy savings and estimated cost savings for the energy project;
- (l) Whether the applicant is requesting a waiver of the estimated economic benefit requirement;
- (m) Title report showing any mortgage or lien holders;
- (n) Lender consent;
- (o) Projected jobs created by PACE project;
- (p) Project environmental benefits;
- (q) Funding source;
- (r) All other such information as needed to demonstrate the project complies with all the requirements of the Act.

(2) In addition to the application, a non-refundable one-time fee of \$1,000 shall be provided to the Program Administrator at the time of the Application.

(3) The District Administrator may grant an applicant's request to waive the estimated economic benefit requirement. If the District Administrator denies the

applicant's waiver request, the applicant may appeal the denial by submitting a request in writing to the City Council of the City of Alliance, Nebraska (the "City Council"). The appeal shall be mailed by certified mail or hand delivered to the City Clerk within fourteen days after the denial. The City Council will review the matter on the record made by the District Administrator and, after providing the applicant an informal opportunity to be heard, the City Council will make the final decision.

(4) The District Administrator shall review the application to determine whether the energy project meets the eligibility requirements of the Act and this Ordinance. An energy project shall not be eligible for PACE financing if the qualifying property is subject to any of the following:

- (a) Delinquent ad valorem taxes;
- (b) Delinquent personal property taxes;
- (c) Delinquent special assessments;
- (d) Overdue or delinquent water or sewer charges;
- (e) Involuntary liens, including but not limited to construction liens;
- (f) Notice of default pursuant to any mortgage or deed of trust related to the qualifying property, or
- (g) If the property owner or property developer is delinquent in the payment of any assessment required to be paid for any energy efficiency improvement financed pursuant to the Act.

(5) If the energy project is determined to be eligible under the terms of the Act and as required in this Ordinance, the District Administrator shall review the application and approve, request additional information, or deny the application at his/her sole discretion.

(6) Upon approval of an application, the District Administrator is authorized to proceed with and execute an assessment contract.

(F) Pursuant to NEB. REV. STAT. § 13-3205(7), annual assessments agreed to under an assessment contract shall be levied against the qualifying property and collected in accordance with the Act.

(G) The District shall establish procedures to determine the following in the future:

(1) Provisions for an adequate debt service reserve fund created under Section 13-3209 of the Act, if applicable;

(2) Provisions for an adequate loss reserve fund created under Section 13-3208 of the Act, if applicable; and

(3) Any application, administration, or other program fees to be charged to owners participating in the program that will be used to finance costs incurred by the City as a result of the program;

(4) Any costs shall be deducted before remitting the assessment to the third-party PACE program administrator.

(H) The assessment term shall not exceed the weighted average useful life of the energy project paid for by the annual assessments.

(I) Any energy efficiency improvement that is not permanently affixed to the qualifying property upon which an annual assessment is imposed to repay the cost of such energy efficiency improvement must be conveyed with the qualifying property if a transfer of ownership of the qualifying property occurs during the assessment term.

(J) Prior to the effective date of any contract that binds the purchaser to purchase qualifying property upon which an annual assessment is imposed, the owner shall provide notice to the purchaser that the purchaser assumes responsibility for payment of the annual assessment as provided in NEB. REV. STAT. § 13-3205(3)(d), and that the obligations set forth in the assessment contract, including the obligation to pay annual assessments, are a covenant that shall run with the land and be assessed upon future owners of the qualifying property.

(K) In connection with providing PACE financing, the City will provide for marketing and participant education.

(L) The City shall obtain, or the District Administrator shall obtain and provide to the City, verification that the renewable energy system or energy efficiency improvement was properly installed and is operating as intended.

**Section 4.** Authorization for PACE Program. That, pursuant to NEB. REV. STAT. § 13-3204(1), the District shall be governed by the City of Alliance City Council.

(A) The District Administrator shall comply with the Act and the provisions of this Ordinance and follow any applicable City procurement policy and procedures for selecting a third-party administrator, should a third-party administrator be selected for the administration of the PACE program. Any such third-party administrator must ensure that there is no financial requirement, liability, or exposure to the District or City. The District Administrator as defined in Section 2 of this Ordinance may serve as the administrator of the PACE program for the District and City.

(B) The District or City may also engage the services of a state or local financing agency for the purposes of providing conduit bond financing for the District or City as part of its third-party administration.

(C) Upon selection of a third-party administrator, that third-party administrator may, on behalf of the City, accept applications for financing energy efficient improvements within the District boundaries, facilitate the financing application process, and review eligibility

requirements for financing energy projects in accordance with the requirements of the Act and as accepted by the third-party lender.

(D) The District may be expanded via the Interlocal Cooperation Act in order to create a program of sufficient size and scale to attract qualified third-party administrators and/or to promote energy efficiency across multiple political subdivisions, as authorized under the Act.

(E) The District may accept and approve PACE financing applications from property owners that have commenced or completed Qualifying Property energy efficient improvements within six (6) months of an application.

**Section 5.** Liability of City Officials; Liability of City. That notwithstanding any other provision of law to the contrary, officers, officials, employees, or agents of the District, or the City shall not be personally liable to any person or entity for any claims, liabilities, costs, or expenses, of whatever kind or nature, under, arising out of, or related to the City's or District's participation in the District's PACE Program or any PACE Financing, including, without limitation, claims for or related to uncollected PACE Assessments. Not in limitation of the foregoing, the City has no liability to a property owner or lender for or related to energy savings improvements or funding under a PACE Financing or Program, other than to remit PACE Assessments received in accordance with the Act or record a notice of assessment lien upon notice from the PACE lender that the property owner is delinquency in payment pursuant to applicable law.

**Section 6.** This Ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by the law, and satisfaction of any conditions set forth in this Ordinance.

PASSED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023:

City of Alliance, Nebraska

\_\_\_\_\_  
Mike Dafney, Mayor

Attest:

\_\_\_\_\_

**ASSESSMENT CONTRACT  
REAL ESTATE COVENANT**

THIS ASSESSMENT CONTRACT REAL ESTATE COVENANT (“**Contract**”), is made and entered into effective this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ (“**Effective Date**”) by and among **THE CITY COUNCIL OF THE CITY OF ALLIANCE** (“**City**”), as Governing Body for the **Alliance PACE District**, a Nebraska clean energy district (the “**District**”), \_\_\_\_\_, a \_\_\_\_\_ (“**Lender**”), and \_\_\_\_\_, a \_\_\_\_\_ (“**Property Owner**”).

WITNESSETH:

WHEREAS, the Property Owner is the owner of certain real property located at \_\_\_\_\_, in the City of Alliance State of Nebraska, \_\_\_\_\_, as further described on Exhibit A attached hereto (the “**Property**”); and

WHEREAS, City has adopted Ordinance No. \_\_\_\_\_, as amended from time to time (the, “**Ordinance**”), an ordinance to enable the City to create a clean energy assessment district pursuant to Nebraska Revised Statute Sections 13-3201 to 13-3211, inclusive, and known as the “Property Assessed Clean Energy Act” (“**Act**”); and

WHEREAS, the Property Owner has obtained the written consent of all persons or entities that currently hold mortgage liens or deeds of trust on the Property, if any, to the Loan, as herein defined, and this Contract; and

WHEREAS, the Property Owner intends to make energy efficiency improvements (as such term is used in Neb. Rev. Stat. Sec. 13-3203(3) of the Act) at the Property, as described on Exhibit B attached hereto (the “**Project**”); and

WHEREAS, the Act provides that the energy efficiency improvements serve a public purpose in that (i) energy efficiency and the use of renewable energy are important for preserving the health and economic well-being of Nebraska’s citizens, (ii) using less energy decreases the cost of living and keeps the cost of public power low by delaying the need for additional power plants, and by building the market for energy efficiency and renewable energy products, new jobs will be created for Nebraskans, and (iii) a public purpose will be served by providing municipalities with the authority to finance the installation of energy efficiency improvements and renewable energy systems through the creation of clean energy assessment districts; and



WHEREAS, the Lender has agreed to make a loan to the Property Owner in the amount of \_\_\_\_\_ THOUSAND \_\_\_\_\_ HUNDRED \_\_\_\_\_ AND 00/100 DOLLARS (\$ \_\_\_\_\_ .00)] (the “Loan”), the proceeds of which will be used to fund the implementation of the Project; and

WHEREAS, the Act provides in part that “the obligations set forth in the assessment contract, including the obligation to pay assessments, are a covenant that shall run with the land and be obligations upon future owners of the qualifying property”; and

WHEREAS, the City has agreed to direct the Box Butte County Treasurer to levy PACE Assessments, collect or cause the collection of the PACE Assessments, record such PACE Assessments as a lien on the Property, as allowed by the Act, and authorize direct payments on such PACE Assessments to the Lender to be applied to pay down the Loan, all as more particularly set forth herein; and

WHEREAS, the City is authorized to enter into this Contract pursuant to the Act.

NOW, THEREFORE, for and in consideration of the making of the Loan and the financing and collection arrangements between the Lender, the Property Owner and the City, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Lender, Property Owner and the City acknowledge and agree as follows:

1. Defined Terms. The words and phrases as specifically defined in the Act, as amended, or in the Ordinance shall have their defined meanings. The following capitalized terms used in this Contract shall have the meanings defined or referenced below or in the Recitals above:

“City Parties” shall have the meaning set forth in Section 15 (a) hereof.

“County Treasurer” means the office of the Box Butte County Treasurer.

“Installment” means the portion of the Loan Amount that is due on a particular date in a particular Tax Year as more fully described in Sections 2 and 5 hereof and shown on Exhibit C, as may be increased by the County Treasurer Fee, if applicable, pursuant to Section 5(a).

“Lender Parties” shall have the meaning set forth in Section 16(a) hereof.

“Liabilities” shall have the meaning set forth in Section 14(a) hereof.

“Loan” shall have the meaning set forth in the Recitals above.

“Loan Agreement” shall mean the PACE Loan Agreement entered into between the Property Owner and the Lender.

“Loan Amount” means, as of any date of computation, the outstanding amount of all principal plus capitalized interest under the Note, accrued but unpaid interest and any applicable penalties, costs, fees, charges, late payment charges, default interest rate charges, prepayment premiums or fees or administrative expenses related to the Loan, including without limitation, the administrative fees set forth in Section 17 hereof and

any and all other fees to be paid to County Treasurer, the Lender, or any other party by the Property Owner in connection with the Loan.

“Loan Documents” shall mean the loan documents with respect to the PACE Loan entered into between the Property Owner and the Lender.

“Note” shall have the meaning given such term in the Loan Agreement.

“PACE Assessment” means a given annual PACE Assessment levied as an Assessment pursuant to Section 13-3205(7) of the Act.

“PACE Assessments” means more than one PACE Assessment.

“Project” means the planning, design, and installation of the energy efficiency improvements on the Property.

“Register of Deeds” means the office of the Register of Deeds for Box Butte County.

“Tax Year” means the period from January 1 through the following December 31.

2. Payments. The Loan Amount shall be payable in semi-annual Installments on May 1 and September 1 of each Tax Year. The Loan shall bear interest, including default interest, at the rates set forth in the Note and payments shall be due under the Note and the Loan Agreement as more fully described therein and in Section 5 of this Contract, ending upon payment in full of the Loan Amount and all other charges, fees, expenses and other amounts due under this Contract, the Loan Agreement and the Note. The amounts of the Installments are based on a Loan Amount as of the date of this Contract of \_\_\_\_\_ THOUSAND \_\_\_\_\_ HUNDRED \_\_\_\_\_ AND 00/100 DOLLARS (\$ \_\_\_\_\_ .00)]. The Loan shall be fully amortized over the term of the Loan as set forth on the schedule of Installments attached hereto as Exhibit C, and shall be repaid on the terms set forth in this Contract, the Loan Agreement and the Note. For each Tax Year during the term of this Contract, the Lender shall supply the District with the amount of each Installment for such year by delivering a completed Lender Installment Certificate in the form attached hereto as Exhibit D on or before December 31 of such Tax Year. Should the Lender fail to deliver a Lender Installment Certificate on or before December 31 of any Tax Year, the Installments shall be presumed to be the same as the Installments for the applicable Tax Year as shown on Exhibit C, with any surplus or shortfall to be addressed by adjusting the amount of a subsequent Installment(s).

3. Consent to PACE Assessments.

(a) By entering into the Contract, the District hereby agrees to enforce the PACE Assessments and impose the Installments as PACE Assessments pursuant to the Act. Upon execution of this Contract, the District will cause this Contract to be recorded against the Property in the office of the Register of Deeds.

(b) The Property Owner hereby agrees and acknowledges: (i) that Property Owner has received or will receive a special benefit by financing the Project through the District that equals or exceeds the total amount of the PACE Assessments; (ii) that the Property is subject to the PACE Assessments, and further consents to the levy of

the Installments; (iii) that Property Owner shall cause to be paid the Installments when due pursuant to the terms set forth in this Contract, the Loan Agreement and the Note; and (iv) that any delinquent Installment(s) of the PACE Assessment can become a PACE lien under the Act.

4. Term; Covenant for Weighted Useful Life and Sufficient Resources. This Contract shall remain in full force and in effect until the Loan Amount and all other charges, fees, expenses and other amounts due under this Contract, the Loan Agreement and the Note have been paid in full. Property Owner hereby agrees and acknowledges that (a) the weighted average useful life of the Project exceeds the term of this Contract; (b) there are sufficient resources to complete the Project; and (c) the estimated economic benefit, including, but not limited to, energy cost savings, maintenance cost savings, and other property operating savings expected from the Project during the term of this Contract, is equal or greater than the principal cost of the Project.

5. Installments.

(a) During the term of this Contract, the PACE Assessments shall be paid directly to the Lender. The Property Owner and the Lender agree that the Lender may collect from Property Owner, in addition to such Installments, a fee in such amount as allowed by law (the "County Treasurer Fee") and set forth in the Loan Documents, and shall cause such County Treasurer Fee to be paid to the County Treasurer.

(b) The aggregate amount of all PACE Assessments shall equal the cost of the energy Project, interest, financing costs and fees described in the Loan Documents and this Contract, and all as permitted by the Act and as expressed in the Loan Amount, and any amount as needed to pay the County Treasurer Fee, as shown on Exhibit C attached and incorporated by this reference.

(c) The Property Owner hereby agrees to pay the PACE Assessment coming due on December 31 of each Tax Year in two equal installments, the first on or before April 30 and the second on or before August 31 of the year immediately following the date that the PACE Assessment came due. For clarity, and as an example, for a PACE Assessment due as of December 31, 2022, the PACE Assessment payment for Tax Year 2022 shall be made as follows: (i) the first installment of one-half the PACE Assessment shall be due and payable on or before April 30, 2023, and delinquent on May 1, 2023, and (ii) the second instalment of one-half of the PACE Assessment shall be due and payable on or before August 31, 2023, and shall be considered delinquent on September 1, 2023.

(d) The Property Owner hereby agrees to pay the property tax bills and Installments for the Property during the term of this Contract in a timely fashion so as to avoid any default on, or delinquency in such payment.

(e) If the Property Owner fails to pay all or part of any Installment when due, or fees or costs under the Loan Documents and this Contract, the parties hereto acknowledge and agree that (i) default interest on the unpaid amounts of the Installments and such fees and costs (which shall include, without limitation, any Prepayment Fee as defined in the Note) shall accrue in favor of the Lender as set forth in the Note and the Loan Documents, (ii) such default interest and fees and costs shall

be added to the PACE Assessments and shall be included as part of the Installments due thereafter unless and until all such accrued and unpaid default interest and such fees and costs are paid in full, and (iii) such default interest shall be in addition to any and all penalties and interest that may be imposed by or accrue in favor of the District as a result of the Property Owner's failure to pay real estate or other property taxes or other assessments on the Property. In addition, Installments shall continue to be levied as PACE Assessments notwithstanding Property Owner's failure to pay all or part of any past Installment, such that the County Treasurer shall continue to levy PACE Assessments, including default interest to be paid to the Lender, until the Loan Amount, including all accrued and unpaid interest, is paid in full.

(f) The Property Owner hereby agrees and acknowledges that failure to pay any Installment of the PACE Assessments, or failure to pay any property taxes pertaining to the Property, will result in penalties and interest accruing in favor of the Lender on the amounts due, in addition to penalties and interest that may accrue in favor of the District. In addition, the District shall record a PACE lien on the Property as a result of any failure to pay when due (i) any payment required by the Note and Loan Documents or (ii) any Installment of the PACE Assessments. Furthermore, the Property Owner hereby agrees not to seek a compromise of any delinquent Installment.

(g) Any PACE Assessment imposed on the Property that becomes delinquent, including any interest on the PACE Assessment and any penalty, shall constitute a PACE lien against the Property until the PACE Assessment, including any interest and penalty, is paid in full. Upon payment in full of any outstanding PACE Assessment, Lender agrees to promptly release any PACE lien recorded in the real property records against the Property.

#### 6. Loan Amount; Prepayment.

(a) Subject to the terms and conditions in the Loan Documents, the Lender agrees to disburse to the Property Owner the Loan Amount.

(b) The Property Owner may only prepay the Loan as set forth in the Loan Agreement and Note. In the event of any permitted prepayment, the Lender shall certify to the Property Owner and the District the aggregate amount due on the Loan, including principal, interest, fees and any Prepayment Fee as described in the Note, within thirty (30) days of receipt of a written request for prepayment from the Property Owner. If any prepayment is made to the District, the District shall certify to the Property Owner and the Lender any and all amounts collected by the District and not yet remitted to the Lender within fifteen (15) days of receipt of a written request for prepayment by the Property Owner, as well as any administrative fees payable, but not yet collected, as of the anticipated prepayment date. To the extent that the District has received any funds from the Property Owner prior to the Property Owner's requested date of prepayment, but has not yet remitted the same to the Lender, the District shall remit the same to the Lender on or before the date of the Property Owner's requested date of prepayment. No prepayment shall be effective, and no funds paid by the Property Owner or the District will be applied to the Loan Amount, unless and until the Lender receives the full Loan Amount from the District and the Property Owner. The Property Owner acknowledges that failure of the District to remit any funds held

by the District on or prior to the Property Owner's requested date of prepayment may result in additional interest due in connection with such prepayment.

(c) Without the prior written consent of the Lender, which consent may be given or withheld in the Lender's sole discretion, the Loan may not be prepaid in part and, if such consent is given, any such partial prepayment must be made in strict compliance with the terms and conditions set forth in such written consent, which terms and conditions may include a prepayment penalty. Any partial prepayment in violation of this provision will not be accepted by the Lender. Notwithstanding the foregoing, the Property Owner shall not be deemed to have made a prepayment if the Property Owner decides to pay any Installment in full, as opposed to payment on an installment basis, for any given Tax Year, as applicable.

7. Collection of Installments: Payments to the Lender.

(a) The City shall follow reasonable and customary practices to cause the PACE Assessments to be levied, including assessing penalties and charging interest.

(b) All Installment payments shall be made directly to the Lender as the Lender shall direct in accordance with the Loan Agreement.

(c) In the event of a failure of the Property Owner or its successors to pay any Installment of the PACE Assessments resulting in a PACE lien on the Property, the City agrees to exercise the remedies available to the City under the law, including referral of the matter to Box Butte County for collection and/or foreclosure pursuant to the statutes applicable to the collection and enforcement of assessments by the County Treasurer.

8. Limitation on Other Obligations Payable. The District will not issue or incur any obligations payable from the proceeds of the PACE Assessments nor voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge upon the PACE Assessments or the Installments, except for administrative fees as provided in this Contract, the Loan Agreement, or as allowed by the Act.

9. District Representations and Enforcement Covenant regarding Loan and Loan Documents. The District hereby represents to the Lender and to the Property Owner that (i) it is and will be duly authorized under all applicable laws to execute this Contract, (ii) this Contract is and will be the valid and legally enforceable obligation of the District, enforceable in accordance with its terms except to the extent that enforcement thereof may be subject to bankruptcy and other similar laws affecting creditors' rights generally, and (iii) this Contract and the dollar amount and all other terms and conditions of the Loan as set forth herein, the Loan Agreement and the Note are in compliance with the provisions of the Act and the Ordinance. The District shall at all times, to the extent permitted by law, defend, preserve and protect the PACE Assessments created by this Contract and all the rights of the Lender hereunder against all claims and demands of all other persons whomsoever.

10. Re-L Levy of PACE Assessments. If the District shall have omitted to cause the assessment or collection of any PACE Assessments when it is required by this Contract or by the Act or Ordinance to have done so, then the District shall take all necessary steps to cause new PACE Assessments (equal in amount to those not assessed, levied or collected plus

interest and penalties, if any, thereon) to be levied against the Property in addition to those PACE Assessments otherwise to be levied or assessed against the Property. If any PACE Assessment shall become uncollectible or unenforceable for any reason, including without limitation foreclosure, judicial decree or operation of law, then the District shall take all necessary steps to cause new PACE Assessments (equal in amount to the invalid PACE Assessments plus interest and penalties, if any, thereon) (“**Replacement Assessments**”), to be assessed and levied against the Property and the remaining PACE Assessments due and payable under this Contract shall be adjusted to reflect such Replacement Assessments and levy and Exhibits C and D hereto shall be amended to reflect such Replacement Assessments and levy.

11. Covenant that Runs with the Land. The Property Owner agrees that the obligations set forth in this Contract, including the obligation to pay the Installments, the PACE Assessments, each PACE Assessment itself, any Replacement Assessments, any PACE liens arising in connection with each PACE Assessment, and all charges and fees permitted under this Contract are collectively a covenant for the benefit of the City and the Lender that touches, concerns and shall run with the land that comprises the Property, and are obligations upon all future owners of the qualifying Property during the term of this Contract as set forth in Section 4. Upon the transfer of ownership of the Property, including, but not limited to, a sale pursuant to a foreclosure or a sale pursuant to the exercise of a power of sale under a deed of trust, the obligation to pay Installments and PACE Assessments shall run with the land comprising the Property. Property Owner agrees that, prior to the effective date of any contract that binds any purchaser to purchase the Property, the Property Owner shall provide notice to the purchaser that the purchaser assumes responsibility for payment of the PACE Assessments as provided in subdivision (3)(d) of Section 18-3205 of the Act. Property Owner shall provide notice to the Lender within thirty (30) days of the effective date of any contract that binds any purchaser to purchase the Property.

12. Lien Priority. The Property Owner acknowledges that the financing under this Contract and the Loan Documents will be paid back as a statutory assessment levied against the Property pursuant to Section 13-3205(7) of the Act, notice of which shall be recorded against the Property in the Office of the County Clerk of Box Butte County, Nebraska, and which assessment, together with interest, fees and any penalties, shall constitute a lien on the Property with the same priority and status as other property tax and assessment liens, and which shall be collected subject to the terms agreed as contained in this Contract and the Loan Documents.

13. Waiver of Strict Compliance on Lien Notices. The Property Owner waives, to the maximum extent permitted by law, compliance with the statutory notice requirements from the Lender to the City with regard to delinquencies under Section 13-3206 of the Act, or any amendment or replacement thereto, and agrees that, with respect to any given delinquency where the notice provision has not been complied with, the Lender may redeclare the delinquency on a stated date to be determined by the Lender, give notice to the City as to such redeclared delinquency as provided by the Act which shall be treated for all purposes as if such redeclared delinquency was the initial delinquency, and the City shall thereafter file the lien provided for by the Act with respect to such PACE Assessment in the time period provided by the Act.

14. Prohibition Against Other Assessments. The Property Owner shall not, during the term of this Contract, enter into any other voluntary assessment contract with the City, or

cause, suffer or permit any other voluntary assessment to be levied against the Property without the prior written consent of the Lender.

15. Waiver of Claims Against the City.

(a) For and in consideration of the City's execution and delivery of this Contract, the Property Owner, for itself and for its successor-in-interest to the Property and for any one claiming by, through or under the Property Owner, hereby waives the right to recover from the City and any and all officials, agents, employees, attorneys and representatives of the City (collectively, the "City Parties"), and fully and irrevocably releases the City Parties from, any and all claims, obligations, liabilities, causes of action or damages including attorneys' fees and court costs, that the Property Owner may now have or hereafter acquire against any of the City Parties and accruing from or related to (i) this Contract, (ii) the disbursement of the Loan Amount, (iii) the levy and collection of the PACE Assessments and/or Installments, (iv) the imposition of the PACE lien of the PACE Assessments, (v) the performance of the Project, (vi) the Project, (vii) any damage to or diminution in value of the Property that may result from construction or installation of the Project, (viii) any injury or death that may result from the construction or installation of the Project, (ix) the selection of manufacturer(s), dealer(s), supplier(s), contractor(s) and/or installer(s), and their action or inaction with respect to the Project, (x) the merchantability and fitness for any particular purpose, use or application of the Project, (xi) the amount of energy savings resulting from the Project or any assured performance guaranty, (xii) the workmanship of any third parties under any agreements including any construction contracts, and (xiii) any other matter with respect to the Project (collectively, the "Liabilities"). This release includes claims, obligations, liabilities, causes of action and damages of which Property Owner is not presently aware or which the Property Owner does not suspect to exist which, if known by Property Owner, would materially affect the Property Owner's release of the City Parties. Notwithstanding the foregoing, the Property Owner's release under this section shall not extend to Liabilities arising from the intentional default, gross negligence or willful misconduct of any of the City Parties.

(b) The waivers and releases by the Property Owner contained in this Section shall survive the disbursement of the Loan Amount or any portion thereof, the payment of the Loan Amount in full, the transfer or sale of the Property by the Property Owner and the termination of this Contract.

16. Waiver of Claims Against the Lender.

(a) For and in consideration of the Lender's execution and delivery of this Contract, the Property Owner, for itself and for its successor-in-interest to the Property and for any one claiming by, through or under the Property Owner, hereby waives the right to recover from the Lender and any and all officials, agents, employees, attorneys and representatives of the Lender (collectively, the "Lender Parties"), and fully and irrevocably releases the Lender Parties from, any and all claims, obligations, liabilities, causes of action or damages including attorneys' fees and court costs, that the Property Owner may now have or hereafter acquire against any of the Lender Parties and accruing from or related to the Liabilities, as defined above. This release includes claims, obligations, liabilities, causes of action and damages of which the Property Owner is not presently aware or which Property Owner does not suspect to exist which,

if known by the Property Owner, would materially affect the Property Owner's release of the Lender Parties. Notwithstanding the foregoing, the Property Owner's release under this Section shall not extend to Liabilities arising from the Lender's intentional default, gross negligence or willful misconduct.

(b) The waivers and releases by the Property Owner contained in this Section shall survive the disbursement of the Loan Amount or any portion thereof, the payment of the Loan Amount in full, the transfer or sale of the Property by the Property Owner and the termination of this Contract.

17. Administrative Fees.

(a) The Property Owner agrees to pay (i) a one-time application fee in the amount of \$1,000.00 to the District, and (ii) a one-time administration processing fee from the proceeds of the Loan to the District in the amount of 1% of Final Loan Amount. Such payment shall be paid no later than concurrently with distribution of funds at the time of closing on the PACE loan, unless prepaid by Property Owner prior to the date hereof.

(b) The Installments shall include an administrative fee to be collected by the Lender and remitted to the District in the amount of \$\_\_\_\_.00 per Installment, for a total annual fee of \$\_\_\_\_.00. This fee shall be included, on an annual basis, in the Installments to be set forth on Schedule of Installments attached hereto as Exhibit C.

18. Project Completion. Upon completion of the Project, Property Owner will submit to the District and the Lender a written certification from Property Owner and the contractor(s), if any, that performed the work incident to the construction and installation of the Project, stating the actual cost of the Project. If the actual cost of the Project is less than the Loan Amount advanced by the Lender, the Property Owner shall immediately repay to Lender the excess of the amount advanced over such actual cost of the Project.

19. Notices. Any notice, demand, consent, approval, request, or other communication or document required or permitted to be given by a party hereto to another party shall be deemed to have been given when (i) delivered personally (with written confirmation of receipt); (ii) sent by tele facsimile to a fax number as designated in writing by the party to whom the communication is addressed (with written confirmation of receipt), provided that a confirmation copy also is promptly mailed by certified mail, return receipt requested or sent by a nationally recognized overnight delivery service; (iii) sent by email to an email address as designated in writing by the party to whom the communication is addressed (with written confirmation of receipt), provided that a confirmation copy also is promptly mailed by certified mail, return receipt requested or sent by a nationally recognized overnight delivery service; (iv) received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested); or (v) received by the addressee, if sent by certified mail, return receipt requested, to the address set forth below:

If to Property Owner:

With a copy to:

With a copy to:

If to Lender:

with copy to:

If to the District to: \_\_\_\_\_ PACE District

with copy to:

or to such other person or address as the Property Owner, City, Lender and the District shall furnish to each other in writing.

20. Assignment or Sale by Lender. Property Owner and the District agree that the Lender may, at its option, assign the Loan, and its rights and obligations under the Loan (including this Contract, the Note and the other Loan Documents) in accordance therewith, and Property Owner, the District and the Lender acknowledge and agree that, except as otherwise set forth in the Loan Agreement, there are no limitations on the right of the Lender to assign its interests in the Loan.

21. Collateral Assignment of this Contract. The District agrees that this Contract may be collaterally assigned by Property Owner to the Lender and its successors or assigns.

22. Supremacy. In the event of any conflict, inconsistency or ambiguity between the provisions of this Contract and the provisions of the Loan Agreement, the provisions of this Contract shall control.

23. Compliance with Laws. The Lender and Property Owner hereby agree to comply with all applicable federal, state and local lending and disclosure requirements and with the provisions of the Act.

24. Counterparts. This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed a single agreement.

25. Amendment. This Contract may be amended only by a writing signed by the Property Owner, the Lender and the District.

26. Severability. If any one or more of the provisions of this Contract shall be found to be invalid, illegal or unenforceable in any respect of to any extent, such finding shall not affect the validity, legality or enforceability of the remaining provisions of this Contract.

27. Transferability. Property Owner, the Lender and the District agree that the obligations of this Contract are covenants that shall run with the land and be binding on all future owners of the Property.

28. Effect of Subdivision of Property. No subdivision of the Property subject to this Contract shall be valid unless an amendment to this Contract divides the total PACE Assessments between the newly subdivided parcels pro rata to the special benefit realized by each subdivided parcel.

29. Non-Waiver. No waiver by Lender or the District of any default or breach of this Agreement shall operate as a waiver of any other default or of the same default on a future occasion.

30. Authorization. This Contract has been duly authorized by all necessary action by the Property Owner and does not conflict with, result in a violation of, or constitute a default under any provision of any agreement or other instrument binding upon the Property Owner, with any law, regulation, or court order that is applicable to the Property Owner in any way.

31. Modification of Contract. This Contract may not be modified, altered, changed, or amended except by written instrument executed by all Parties hereto.

[Signature Pages Follow]





\_\_\_\_\_ PACE DISTRICT, a Nebraska  
clean energy district

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

By: \_\_\_\_\_  
\_\_\_\_\_, [District Administrator  
or City Attorney]

On behalf of the City of Alliance, Nebraska and  
the \_\_\_\_\_ PACE District

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which he/she acted, executed the instrument. He/She is the authorized signatory of the \_\_\_\_\_ PACE District, a Nebraska clean energy district, for and on behalf of said \_\_\_\_\_ PACE District, and he/she acknowledged, signed and delivered the instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

[seal]



**EXHIBIT A**

**Legal Description of Property**

**EXHIBIT B**

**Description of Project**

**The following Energy Efficiency Improvements as detailed in that certain PACE Energy Study for \_\_\_\_\_ dated \_\_\_\_\_ and prepared by \_\_\_\_\_ :**

**1.**

**2.**

## EXHIBIT C

### SCHEDULE OF INSTALLMENTS

#### [\*INSERT AMORTIZATION SCHEDULE\*]

The above Installments are based on the following assumptions:

1. All interest payable shall be calculated on the basis of a 360-day year, but shall be charged for the actual number of days elapsed, that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding Principal Balance, multiplied by the actual number of days the Principal Balance is outstanding.
2. There is no Installment due \_\_\_\_\_, 20\_\_ or \_\_\_\_\_, 20\_\_. The amount shown above for such dates represents capitalized interest.
3. The Lender disburses all Loan proceeds to the Property Owner (as defined in the Loan Agreement, but subject to the Disbursement Agreement) on the date hereof. Interest accrues from the date of disbursement at the interest rate described in the Loan Agreement. The Property Owner acknowledges that an amount equal to all interest that shall accrue from the date of disbursement until \_\_\_\_\_, 20\_\_, shall be disbursed to Lender at Closing as capitalized interest.
4. After the initial Installment, the District will adjust the PACE Assessments and the subsequent Installments, if necessary, to reflect the actual PACE Assessments due pursuant to the Assessment Contract, as certified to the District by Lender.
5. The above Installments shall include the County Treasurer Fee.





# PACE PROJECT APPLICATION

**Name of Project:** \_\_\_\_\_

### Owner Information

Legal Name of Property Owner (Applicant) \_\_\_\_\_

Tax ID (FEIN or SSN) \_\_\_\_\_ Contact Person \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

### Property Information

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Legal Description \_\_\_\_\_

\_\_\_\_\_ Year Built \_\_\_\_\_

Property Type \_\_\_\_\_

Tax Parcel Number \_\_\_\_\_ Assessed Value \_\_\_\_\_

Appraised Value \_\_\_\_\_ Building Size (sq.ft.) \_\_\_\_\_

### Other PACE Projects

Does the property owner hold any other PACE loans? \_\_\_\_\_ Previously applied for PACE? \_\_\_\_\_

If yes, please provide details: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

### **Office Use Only**

Received by:	Date received:	Property zoning	Application fee (due at submission)	Administrative fee (due at closing)

Approved Conditions \_\_\_\_\_

Denied Reasons \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_



**Project Narrative** Briefly describe the overall project. Submit additional pages if necessary.

--

**Project Details** Submit additional sheets if necessary **See attached energy engineering analysis**

Measure	Description/Specification of Energy/Water/Waste Measure
#1	
#2	
#3	
#4	
#5	
#6	

Note: Energy, water and waste savings should be over the term of the financing period rather than the useful life, unless the useful life is less than the term.

Measure #	Construction Costs/Bids	Estimated Useful Life (years)	Year #1 Energy, water & waste savings	Year #1 Maintenance and operational savings	Over Term: Energy, water & waste savings (specify % growth/yr.)	Over Term: Maintenance and operational savings (specify % growth/yr.)	Over Term Total Savings (Energy +water+ waste+O&M)
#1							
#2							
#3							
#4							
#5							
#6							
Estimated total energy savings (kBtu,kwh or erms)							
Estimated total water savings (gal.), and/or waste reduced/recycled (tons)							
On-site renewable capacity (in kW)							
Expected \$ amount of utility incentives, rebates, solar tax credits, other benefits ( <i>please specify which</i> )							
Name, credentials, contact information of agent determining energy & water savings data							
Total costs of improvements/measures							
Name of General Contractor firm licensed in Nebraska. <b>Bonded?</b> ___ Yes ___ No							
General Contractor contact person, name, phone and email address							
Optional: Energy Subcontractors (if any) ( <i>after each name indicate if licensed and bonded.</i> )							
Projected jobs created by PACE Project and Project environmental benefits							

**Mortgage & Lien Holder Information** *Signed mortgage or lien holder consent required for each. (Attach additional pages if more than 1 mortgage or lien holder.)*

Financial institution name	
Financial institution contact person	
Contact person phone & email	

**Financing Details**

PACE capital provider	
PACE consultant (if any)	
Proposed PACE term (in years)	
Proposed interest rate and fees	
Annual assessment amount	
District Administrator fee	
Financing closing date (est.)	

**Approval Criteria**

Mark all that apply. *Note: property owner means the legal entity that owns the property.*

- Applicant owns the property where the project will be located.
- Proposed improvements will be affixed to the property.
- The property owner has sufficient resources to complete the project.
- There are no delinquent ad valorem taxes for this property.
- There are no delinquent personal property taxes for this property.
- There are no delinquent special assessments for this property.
- There are no overdue or delinquent water or sewer charges for this property.
- There are no involuntary liens, including but not limited to construction liens for this property.
- There are no notices of default pursuant to any mortgage or deed of trust related to this property.
- The property owner has not declared bankruptcy in the last 5 years.

- The property owner is solvent and has no significant pending legal action.
- There are no unresolved or pending violations or complaints of violations of the applicable municipal code for this property.
- The property owner understands that the estimated economic benefit, including, but not limited to, energy cost savings, maintenance cost savings, and other property operating savings expected from the energy project during the financing period, is equal to or greater than the principal costs of the energy project.
- The property owner is duly organized, validly existing and in good standing in the state of its organization, with authority to do business under the laws of the State of Nebraska.
- All owners of the property are aware of and approve the project.
- The property owner has obtained an acknowledged and verified written consent and subordination agreement executed by each mortgage holder or trust deed beneficiary stating that the mortgagee or beneficiary consents to the imposition of the annual assessment and that the priority of the mortgage or trust deed is subordinated.
- The property owner possesses all legal authority necessary to execute all project documents.
- All required permits, consents, approvals and authorizations in connection with the project have been obtained or will be obtained.

***If any of these criteria are not met, please attach an explanation.***

**Review the list of required information on the next page. Incomplete applications may be denied.**

### **Required Application Documents and Information**

The following documents and information are needed at the time of application submission to obtain approval for funding:

#### **Information on application form:**

- Applicant name and contact information, including property owner and developer.
- Project location and legal description .
- Identification of contractor or supplier, including anticipated PACE contractor.
- Project description.
- Total project cost.
- Description of proposed improvements.
- Description of energy efficiency project to be financed.
- Amount of requested assessment.
- Interest rate on the PACE assessment and any required fees.
- Term of assessment.
- Estimated savings.
- Projected jobs created by PACE project.
- Projected environmental benefits.
- Funding source.

#### **Additional documentation to be attached:**

- Attach a signed copy of the approved bid/estimate for the energy efficiency project.
- Attach current title report showing mortgage and lien holders.
- Attach signed lender consent.
- Attach the energy analysis report (engineer's report identifying qualifying energy and water conservation measures, energy and water conservation cost savings, maintenance cost savings, and other property operating savings expected from the energy and water conservation project.)
- Attach assessment contract with PACE lender.
- Attach any additional pages required to complete the application form.

**Submission Instructions**

Submit this application form, completed and signed, and all necessary documents to:

\_\_\_\_\_ @ \_\_\_\_\_

Or deliver to:

\_\_\_\_\_  
\_\_\_\_\_

**Approval Process**

The District Administrator will issue a decision (or request for additional information) within 30 days of after submission for projects that are not time critical. The approval process does not begin until a full application, with all required attachments, is received by the District Administrator. Review times may be accelerated for time critical applications.

**Property Owner Signature**

To the best of my knowledge, the statements made above are complete, true and accurate. I hereby certify that I am authorized to submit this application and affix my signature below. I recognize that submission of this application does not guarantee approval for funding.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_



# Narrative

## April 04, 2023



### **ORDINANCE – CODE AMENDMENT TO SECTION 24-27, TITLED “SNOW REMOVAL.”**

This section of code prescribes the requirements of clearing snow, slush, and ice off City sidewalks and the appropriate placement of the snow, slush, or ice. The winter of 2022-2023 has highlighted a few issues with the existing code such as notification requirements, placement of snow in City Rights of Way, placement of snow blocking intersection vision requirements, and the extent the snow must be cleared.



Staff collaborated to identify the issues the City had this winter with snow removal requirements and came up with these recommendations. The proposed code was then sent to Legal for review.

The proposed code allows buildings constructed to a 5 feet or less setback to place their snow in the City Street within 12 hours after it stops snowing. It provides more clear requirements for notification for properties that haven't cleared their sidewalks within 48 hours of the final snow and prohibits the placement of the snow in such a way that obstructs pedestrian and vehicle driver's vision, particularly at intersections. It also requires the entire width of the sidewalk to be cleared; the clearing of the sidewalk to the centerline of the alley on side streets, and a path into the street at intersections.

The options are:

1. Leave the code as is which would allow people to clear a small path in the sidewalk, leave the side street alley sidewalks closed, leave the access to the intersections from the sidewalk uncleaned, not allow business owners with no place to push their snow out in the street for the City to remove, allow the vagueness of the notification requirement to remain in place.
2. The City adopts the proposed code amendments clarifying the issues stated in this narrative.
3. The City drafts a different set of regulations after discussion with Council.

**RECOMMENDATION: THE APPROVAL OF THE ORDINANCE AMENDING SECTION 24-27 TITLED “SNOW REMOVAL.”**

ORDINANCE NO. 2954

AN ORDINANCE OF THE CITY OF ALLIANCE NEBRASKA, AMENDING SECTION 24-27 OF THE ALLIANCE MUNICIPAL CODE TO AMEND SNOW REMOVAL REQUIREMENTS FOR CITY SIDEWALK AND RIGHT OF WAY; REPEALING ALL EXISTING PROVISIONS OF THE ALLIANCE MUNICIPAL CODE NOT CONSISTENT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. Section 24-27. Snow removal, is amended as follows:

**“Sec. 24-27. Snow removal.**

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

(f) *Violation:* Violation of any part of this section shall be considered a municipal code violation and may be punishable by a \$100 fine per occurrence.”

SECTION 2. All other ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 3. This Ordinance shall take effect upon its approval, passage, and publication as provided by law.

*PASSED AND APPROVED* this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Mike Dafney, Mayor

(SEAL)

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

Shelbi Pitt  
Interim City Clerk  
City of Alliance  
PO Box D

March 27, 2023

Dear Mrs. Pitt:

On behalf of the Alliance Chamber of Commerce, please accept this letter as an application pursuant to Sections 4-11 and 4-12 of the Alliance Code of Ordinances, for an Entertainment District Permit at the currently designated Entertainment District in the 200 Block of Box Butte Avenue, between Third Street/NE Highway 2 and Second Street.

We are requesting the permit for the 2023 year for the following dates: June 9<sup>th</sup>, June 23<sup>rd</sup>, July 7<sup>th</sup>, and July 21<sup>st</sup>, and July 22<sup>nd</sup>. All events will be from 6:00 P.M. to 9:00 P.M., except for the events on July 21<sup>st</sup> and July 22<sup>nd</sup>, which will be from 6:00 P.M. to 1:00 A.M.

Food will be served at all times during all of the events. Additionally, we believe that D-Head, Inc. d/b/a the Gathering Spot will be available to serve alcohol in identifiable containers as an entertainment district license holder, as required per all entertainment district regulations and rules.

In conjunction with the City of Alliance and other event coordinators, the Alliance Chamber of Commerce has submitted for approval a Special Events Request, which upon approval will provide the Alliance Chamber of Commerce the exclusive authority to manage and control the commons area of the entertainment district during these events. The map of the entertainment district—and the commons area for those events—is included with the Special Events Request.

Enclosed with this letter please find the \$100 application fee, per Section 4-11 of the Alliance Code of Ordinances. All other terms and conditions of Sections 4-11 and 4-12 of the Alliance Code of Ordinances not otherwise mentioned in this application will be complied with.

Thank you for your time and consideration.



Susan Unzicker, Executive Director

Resolution No. 23-19

*WHEREAS*, the Alliance City Council has adopted Ordinance No. 2800, amending the Alliance Municipal Code to provide for entertainment district establishment and permitting;

*WHEREAS*, by Resolution No. 17-32, the Alliance City Council designated the 200 block of Box Butte Avenue, with the adjacent street of Box Butte Avenue in Alliance, Nebraska, as an Entertainment District;

*WHEREAS*, the City of Alliance is in receipt of an application for an entertainment district permit from the City of Alliance for the designated Entertainment District for events during 2023;

*WHEREAS*, City of Alliance has submitted at Special Events Request, which has been approved by the City Manager, and which provides the City of Alliance the exclusive authority to manage and control the commons area of the Entertainment District for the events during 2023;

*NOW, THEREFORE, BE IT RESOLVED* BY the Mayor and the Council of the City of Alliance, Nebraska that the City Clerk is hereby authorized to issue an Entertainment District Permit to the City of Alliance for the following dates during 2023:

PASSED AND APPROVED this \_\_ day of \_\_, 2023.

\_\_\_\_\_  
Mike Dafney, Mayor

(SEAL)

Attest:

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

Approved as to Form and Legality:

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

**Special Events Request**  
**Use of Public Facilities, Parks and Streets**

**Purpose:** This request form shall be submitted for organizations or individuals (hereinafter called "Applicant") making a Special Event Request on the streets, parks or public facilities of the City of Alliance, Nebraska (hereinafter called "City"). By making this request for use, the Applicant agrees to abide by applicable City ordinances or state statutes, and by all additional terms provided in this request form which, when accepted by the City Manager, constitutes a contract between the Applicant and the City. The Applicant agrees to abide by specific conditions placed on the use request as may be set by the City Manager. All requests for use of city property must be approved by the City Manager, and must be submitted to the City Manager's office no less than 10 days prior to the proposed use.

**Applicant Information**

**Organization:** Alliance Chamber of Commerce.

**Applicant(s) Name:** Please Print Susan Unzicker **Phone Number:** 308-641-5881

**Emergency Contact(s) Name:** Please Print Kaytlin Norris **Phone Number:** 308-250-0401

**Application(s) Mailing Address:** 305 Box Butte Ave  
 Alliance, NE 68301

**Description of Event** (Include estimate of crowd size, types of activities, ages of participants/spectators, whether animals and/or vehicles are included, etc.) *The Applicant agrees to provide this and all other relevant information to the City to permit coordination with applicable City departments in order to assure the safe conduct of the event.*

Bands on the Bricks is a live summer concert series that the whole family can enjoy. Area includes a stage, food vendors, porta potties + alcohol sales.

**Area or Facility to be Used** (attach a map to indicate street closures & parade routes, if applicable.) *If substantial traffic disruption is anticipated, the Applicant agrees to submit and pay for a newspaper notice informing the public of the streets to be closed, the date and time of the closure, and alternative routes, if applicable.*

200 Block of Box Butte, South of 3rd/Hwy 2 and north of 2nd Street. Fencing will meet regulations to enclose area for alcohol sales.

**Date and Time of Use** (This form must be submitted 10 days prior to the requested use date.)

June 9, June 23, July 7 6pm-9pm \*Set up start at 2pm  
 July 21 + 22nd 6pm-1am

**Use of Alcoholic Beverages.** *The Applicant shall request the appropriate license from the Nebraska Liquor Control Commission for the event requested above..*

Require Liquor License? Yes  No  If yes, a copy must be attached.

**Liability Insurance (MUST BE ATTACHED)** *Applicant shall provide actual Proof of Insurance for a general liability policy effective for the Date(s) listed above covering the event described above in the amount determined in accordance with guidelines in Appendix A. Provided by chamber*

**Other Special Needs or Considerations** (list special requirements for preparation, conduct, or clean-up of the event) *The Applicant agrees to clean-up the area after the event, including picking up all litter, trash, and loose debris.*

Barricades  Street Closure  Increased Police Presence  Extra Picnic Tables  Extra Trash Bins - KAB

2pm → Barricades preventing turning onto 200 block of Box Butte. → 2pm \*Fencing  
 Water Barricades on each end enclosing. Increased PD during event.

**Applicant's Signature:** Susan Unzicker



EMCASCO INSURANCE COMPANY

POLICY NUMBER: 5D9-67-04---23

ALLIANCE CHAMBER OF COMMERCE

EFF DATE: 03/22/23

EXP DATE: 12/08/23

GENERAL LIABILITY POLICY  
DECLARATIONS

ENDORSEMENT SCHEDULE

FORM	EDITION DATE	DESCRIPTION/ADDITIONAL INFORMATION	PREMIUM
CG0001	04-13	COMMERCIAL GEN LIABILITY COV FORM	
CG2002	11-85	AI-CLUB MEMBERS	
CG2106	05-14	EXCL-ACCESS/DISCL OF CONFID/PERSONAL	
CG2147	12-07	EXCL-EMPLOYMENT RELATED PRACTICES	
CG2150	04-13	AMENDMENT/LIQUOR LIABILITY EXCLUSION	
CG2173	01-15	EXCLUSION OF CERT ACTS OF TERRORISM	
CG2190	01-06	EXCL OF TERRORISM	
CG7001A	10-12	GENERAL LIABILITY SCHEDULE	
CG7003	10-13	GL QUICK REFERENCE (OCCURRENCE)	
CG7166	10-13	AI-DESIG PERS/ORG PRIM/NONCONTRIBTRY NAME OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S): PROJECT, OPERATION, OR LOCATION: ALLIANCE PUBLIC SCHOOLS --1604 SWEETWATER AVE, ALLIANCE NE 69301 CITY OF ALLIANCE --320 LARAMIE AVE/PO BOX D, ALLIANCE NE 69301	
CG7191	08-14	GENERAL LIAB ESSENTIAL EXTENSION	
CG7419	03-10	CLUBS: CIVIC SERVICE OR SOCIAL	
CG7420	08-98	SCHEDULED EVENTS SCHEDULE OF EVENTS - HERITAGE DAYS (INCLUDING PARADE) 3RD WEEK OF JULY EACH YEAR - GOLF TOURNAMENT - ANNUAL CHAMBER BANQUET - CHRISTMAS PROMOTION (INCLUDING PARADE) FIRST WEEKEND IN DECEMBER EACH YEAR - EASTER EGG HUNT - LEADERSHIP BOX BUTTE - PITCH TOURNAMENT - AUTUMN ON THE BRICKS - TRICK OR TREAT (DOWNTOWN BUSINESSES) - BANDS ON THE BRICKS - 4 CONCERTS JUNE 21, 2023, JUNE 23, 2023, JULY 7, 2023 AND JULY 21, 2023 - July 22 - MAY BE SUBJECT TO RAIN DATES IF NEEDED	
CG7740	11-20	COMMUNICABLE DISEASE EXCLUSION	
IL0017	11-98	COMMON POLICY CONDITIONS	
IL0021	05-02	NUCLEAR ENERGY LIAB EXCL/BROAD FORM	
IL0259	12-17	NE CHANGES - CANCELLATION/NONRENEWAL	
IL7004	03-20	MUTUAL POLICY PROVISIONS	
*IL7131A	04-01	COMM'L POLICY ENDORSEMENT SCHEDULE	
IL7168	01-22	ASBESTOS EXCLUSION	
IL8021	04-88	ASBESTOS NOTICE	
IL8576	10-17	MEDICARE IMPT NOTICE TO POLICYHOLDER	

DATE OF ISSUE: 03/22/23

(CONTINUED)

FORM: IL7131A (ED. 04-01)

028 JO

5D96704 2305

# Narrative

## April 04, 2023



### **RESOLUTION -TRANSIT TITLE VI NON-DISCRIMINATION PLAN**

All entities who receive Federal Transit Administration (FTA) grant dollars either directly or through the Nebraska Department of Roads (NDOR) are subject to Title VI of the Civil Rights Act of 1964 and the Department of Transportation's implementing regulations. Under the Civil Rights Act and related statutes, the Public Transit program must ensure that no person shall be excluded from or denied the benefits and services or in any other way be discriminated against on the basis of race, color or national origin.

Some of the specific provisions within the Plan include:

- Notifying public regarding the City's obligation under Title VI via posted notices (in English and Spanish) on the website, the public office and the transit vehicles
- Developing procedures for investigating and tracking Title VI complaints
- Promoting inclusive public participation in the decision-making process regarding projects
- Providing meaningful access to persons of limited English proficiency (LEP)
- Conducting training for transit employees to ensure understanding of the importance of Title VI and the Language Assistance Plan

The NDOR has a standard Title VI Non-Discrimination Plan template that has been customized for the Alliance Public Transit program. To meet the compliance requirements, the City Council must approve the Title VI Program by resolution and forward the document for approval to the NDOR.

**RECOMMENDATION: APPROVE THE RESOLUTION TO ADOPT THE TITLE VI NON-DISCRIMINATION POLICY.**

RESOLUTION NO. 23-20

*WHEREAS*, The City of Alliance operates the public transit services for the community of Alliance; and

*WHEREAS*, The City of Alliance receives Federal Transit Administration grant dollars either directly from the TRA or through the Nebraska Department of Roads; and

*WHEREAS*, As a result of receiving these funds, the City's Public Transit Program is subject to Title VI of the Civil Rights Act of 1964 and the U.S. Department of Transportation's implementing regulations; and

*WHEREAS*, Under the Civil Rights Act of 1964 and related statutes, the City's Public Transit Program ensures that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, denied the benefits or services of, or be otherwise subjected to discrimination in all programs, services or activities administered by this agency.

*NOW, THEREFORE, BE IT RESOLVED* by the Mayor and Council of the City of Alliance, Nebraska, that the attached Title VI Non-Discrimination Plan for the City's Public Transit Program is hereby adopted.

*BE IT FURTHER RESOLVED* that the Mayor is hereby authorized to execute the Title VI Non-Discrimination Plan on behalf of the City and have the Plan submitted with the Nebraska Department of Roads.

PASSED AND APPROVED this 4<sup>th</sup> day of April, 2023.

\_\_\_\_\_  
Mike Dafney, Mayor

(SEAL)

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

Approved as to Form and Legality:

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

# Title VI

## Non-Discrimination Plan | 2023

Alliance Public Transit

Under the Civil Rights Act of 1964 and related statutes, Alliance Public Transit ensures that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, denied the benefits or services of, or be otherwise subjected to discrimination in all programs, services or activities administered by the agency.



Signed By \_\_\_\_\_

All entities who receive Federal Transit Administration (FTA) grant dollars either directly from the FTA or through the Nebraska Department of Transportation (NDOT) are subject to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the U.S. Department of Transportation's implementing regulations. This manual provides technical assistance on Title VI compliance requirements.

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# I. Introduction and Overview

## Plan Statement

Alliance Public Transit (APT) operates a demand response public transit program serving residents within the city of Alliance, Nebraska, situated in Box Butte County. As a condition of receiving Federal financial assistance to operate these services, the agency ensures that its programs, policies, and activities comply with Title VI of the Civil Rights Act. The following program details how APT meets the Title VI requirements set forth in FTA Circular 4702.1B.

APT is the recipient of the following FTA funds:

- Federal Section 5311 Non-Urbanized Area Formula Grant Program

APT receives Federal funding through the Nebraska Department of Transportation Transit Section. NDOT administers APT's FTA transit service funding and provides all Title VI program oversight for APT.

## Policy

Section 601 under Title VI of the Civil Rights Act of 1964 states the following:

*"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."*

APT is committed to ensuring that no person, on the basis of race, color, or national origin, shall be excluded from participation in or subjected to discrimination under its programs or services, or be denied the benefits of the level and quality of transit services provided by the agency's employees, affiliates, and contractors.

## Authorizing Legislation

Most Federal transit laws are codified at title 49 U.S.C. Chapter 53. Authorizing legislation is substantive legislation enacted by Congress that establishes or continues the operation of a Federal program or agency. FTA's most recent authorizing legislation is entitled the *Bipartisan Infrastructure Law*, signed into law on November 15, 2021.

## How to Contact FTA and APT

FTA's regional and metropolitan offices are responsible for providing financial assistance to FTA grant recipients and for oversight of grant implementation for FTA programs. Certain specific programs are the responsibility of FTA headquarters. Inquiries should be directed to either the regional or metropolitan office responsible for the geographic area in which the recipient is located.

For more information regarding APT's Title VI Program, please contact the agency at:

**Alliance Public Transit**

Attn: Paige Pohlman

106 South Cody Ave.

Alliance, NE 69301

(308) 762-1907

[ppohlman@cityofalliance.net](mailto:ppohlman@cityofalliance.net)

FTA Headquarters can be contacted at:

**Federal Transit Administration**

Office of Civil Rights

Attn: Title VI Program Coordinator

1200 New Jersey Avenue SE

Washington, D.C. 20590

888-446-451

The Nebraska Department of Transportation can be contacted at:

**Nebraska Department of Transportation**

Attn: Title VI Transit Manager

1400 Hwy 2

Lincoln, NE 68502

(402) 479-4694

[kari.ruse@nebraska.gov](mailto:kari.ruse@nebraska.gov)

## **Governing Body**

The governing body of APT is the Alliance City Council. The Council is comprised of six (6) elected members representing the City of Alliance, Nebraska.

### **FTA Circular 4702.1B**

APT's Title VI Plan has been developed to address FTA's Title VI requirements and oversight responsibilities. The plan follows the guidelines set forth in FTA Circular 4702.1B.

## **II. General Reporting Requirements**

Chapter III of FTA Circular 4702.1B addresses the general reporting requirements for recipients and subrecipients of FTA funding to ensure that their activities comply with US DOT Title VI regulations. Those requirements are summarized below, accompanied by details on how APT's Title VI Transit Program fulfills each requirement.

### **1. Requirement to Provide Title VI Assurances**

*In accordance with 49 CFR Section 21.7(a), every application for FTA financial assistance must be accompanied by an assurance that the applicant will carry out the program in compliance with DOT Title VI regulations. This requirement shall be fulfilled when the applicant/recipient submits its annual certifications and assurances to FTA.*

APT annually submits its Certifications and Assurances to the Nebraska Department of Transportation (NDOT). NDOT collects APT's Title VI Assurances prior to passing through FTA funds.

## **2. Requirement for First-Time Applicants: N/A**

*New applicants will submit a Title VI program that is compliant with FTA Circular 4702.1B, as well as an assurance that the applicant will carry out the program in compliance with DOT Title VI regulations.*

APT is not a first-time applicant and is therefore exempt from this requirement.

## **3. Requirement to Prepare and Submit a Title VI Program**

*FTA requires that all direct and primary recipients document their compliance with DOT's Title VI regulations by submitting a Title VI Program to their FTA Regional Civil Rights Officer once every three years, or as otherwise directed by FTA. For all recipients (including subrecipients), the Title VI Program must be approved by the recipient's board of directors or appropriate governing entity or official(s) responsible for policy decision prior to submission to FTA. Subrecipients shall submit Title VI Programs to the primary recipient from whom they receive funding in order to assist the primary recipient in its compliance efforts.*

The Alliance City Council will approve this Title VI Program by resolution. Documentation of such approval will be submitted with the agency's Title VI Program. The effective date of the Program will be the date of the resolution.

APT will submit its Title VI Program to the Nebraska Department of Transportation for review and approval.

## **4. Requirement to Notify Beneficiaries of Protection under Title VI**

*Title 49 CFR Section 21.9(d) requires recipients to provide information to the public regarding the recipient's obligations under DOT's Title VI regulations and apprise members of the public of the protections against discrimination afforded to them by Title VI. At a minimum, recipients shall disseminate this information to the public by posting a Title VI notice on the agency's website and in public areas of the agency's office(s), including the reception desk, meeting rooms, etc. Recipients should also post Title VI notices at stations or stops, and/or on transit vehicles.*

A copy of APT's Title VI Notice to the Public is displayed below. The notice is also displayed in English within the agency's service vehicles and in a public location at the agency's main office in Alliance, Nebraska. The notice is also available in English on the agency website at [www.cityofalliance.net](http://www.cityofalliance.net).

# Title VI Notice to the Public

## Alliance Public Transit

Alliance Public Transit operates its programs and services without regard to race, color, or national origin in accordance with Title VI of the Civil Rights Act. Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI may file a complaint of discrimination by completing and submitting the agency's Title VI Discrimination Complaint Form. This form can be downloaded on the agency website at [www.cityofalliance.net](http://www.cityofalliance.net); additionally, the form can be requested by contacting the agency at the address provided below. A telephone interpreter can be provided to assist persons of limited English proficiency.

To request more information on the agency's Title VI obligations, or to obtain a detailed description of the agency's Title VI discrimination complaint procedures, please visit the agency website or contact the agency using the information provided. Title VI Discrimination Complaint Forms and additional information can also be obtained through the Nebraska Department of Transportation (NDOT) website at [www.dot.nebraska.gov](http://www.dot.nebraska.gov), or by contacting NDOT using the information provided below. A telephone interpreter can be provided to assist persons of limited English proficiency.

### Alliance Public Transit

Attn: Paige Pohlman  
106 South Cody Ave.  
Alliance, NE 69301  
(308) 762-1907  
[ppohlman@cityofalliance.net](mailto:ppohlman@cityofalliance.net)

### Nebraska Department of Transportation

Attn: Title VI Transit Manager  
1400 Hwy 2  
Lincoln, NE 68502  
(402)-479-4694  
[kari.ruse@nebraska.gov](mailto:kari.ruse@nebraska.gov)

### Federal Transit Administration Office of Civil Rights

Attn: Title VI Program Coordinator  
East Building, 5th Floor-TCR  
1200 New Jersey Ave., SE  
Washington, D.C. 20590

Alliance Public Transit opera sus programas y servicios sin tomar en cuenta raza, color, u origen nacional de conformidad con el Título VI del Acta de Derechos Civiles. Cualquier persona que cree que ha sido agraviada por cualquier práctica discriminatoria ilegal bajo el Título VI puede presentar una queja de discriminación por completar y enviar el Formulario de Queja de Discriminación de Título VI de la agencia. Este formulario se puede descargar en el sitio de web de la agencia en [www.cityofalliance.net](http://www.cityofalliance.net). adicionalmente, se puede solicitar el formulario poniéndose en contacto con la agencia a la dirección proporcionada arriba. Un interprete telefónico está disponible para asistir personas de dominio de Inglés limitado.

Para solicitar mas información sobre las obligaciones de Título VI de la agencia, o para obtener una descripción detallada del procedimiento de Quejas de Discriminación del Título VI, favor de visitar la pagina de la agencia o contactar la agencia a la dirección proporcionada arriba. También se puede obtener los Formularios de Quejas de Discriminación del Título VI y información adicional en el sitio de web del Departamento de Transporte de Nebraska (NDOT) en [www.dot.nebraska.gov](http://www.dot.nebraska.gov) o poniéndose en contacto con NDOT a la dirección proporcionada arriba. Un interprete telefónico está disponible para asistir personas de dominio de Inglés limitado.



## **5. Requirement to Develop Title VI Complaint Procedures and Complaint Form**

*All recipients shall develop procedures for investigating and tracking Title VI complaints filed against them, and shall make their procedures for filing a complaint available to members of the public.*

*Recipients must also develop a Title VI complaint form, and the form and procedure for filing a complaint shall be available on the recipient's website:*

APT has adopted the Nebraska Department of Transportation's procedures and forms for investigating and tracking Title VI complaints of discrimination. Discrimination Complaint Forms (pictured below) are available in English on the agency website at [www.cityofalliance.net](http://www.cityofalliance.net) and are maintained in print form by APT for upon-request distribution; instructions for accessing these forms are provided on APT's Title VI Notice to the Public.

Copies of APT's Title VI Complaint Procedures and Complaint Form are displayed below. A description of APT's Title VI Complaint Procedures follows the forms.

# Title VI Complaint Procedures

## Alliance Public Transit

Any person who believes they have been discriminated against on the basis of race, color, or national origin by Alliance Public Transit may file a complaint by completing and submitting the agency's Title VI Complaint Form. Complaints must be submitted within 180 days following the alleged incident. Complaints received after 180 days will not be eligible for investigation.

All Title VI and related statute complaints are considered formal—there is no informal process. Complaints must be made in writing and signed by the complainant on the Complaint Form provided. If complaints are received by telephone, the information will be documented in writing and provided to the complainant for confirmation or revision and signature prior to processing. Complaints must include the complainant's name, address, and telephone number, and should specify all issues and circumstances of the alleged discrimination. Allegations must be based on issues involving race, color, or national origin. Complaints can be submitted to the agency at the following contact information:

### **Alliance Public Transit**

Attn: Paige Pohlman  
106 South Cody Ave.  
Alliance, NE 69301  
(308) 762-1907  
ppohlman@cityofalliance.net

### **Nebraska Department of Transportation**

Attn: Transit Manager  
1400 Hwy 2  
Lincoln, NE 68502  
(402) 479-4694  
kari.ruse@nebraska.gov

Complaints may also be filed with the Federal Transit Administration by obtaining their form at <https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/fta-civil-rights-complaint-form>.

*Alliance Public Transit will notify the Nebraska Department of Transportation that a complaint has been received. The complainant will receive an acknowledgment letter informing her/him whether the complaint will be investigated. NDOT has 30 days to investigate the complaint. If more information is needed to resolve the case, the agency may contact the complainant to request additional information. The complainant has 15 days from the date of the letter to supply requested information to the investigator assigned to the case.*

*After the investigator reviews the complaint, she/he will issue one of two letters to the complainant: a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed. An LOF summarizes the allegations and interviews regarding the alleged incident and explains whether any disciplinary action, additional training of the staff member, or other action will occur. If the complainant wishes to appeal the decision, she/he has 30 days following the closure letter or LOF to do so.*

*Este documento describe el Procedimiento de Queja por Discriminación del Título VI de Alliance Public Transit. Para obtener una copia de este documento en español, comuníquese con el Departamento de Transporte de Nebraska al número de teléfono que figura arriba. Un intérprete telefónico está disponible para ayudar a personas con dominio limitado del inglés.*



# Title VI Discrimination Complaint Form

## Alliance Public Transit

To file a Title VI complaint of discrimination, please complete this Complaint Form in full and submit it within 180 days following the alleged incident using the provided agency contact information. Complaints received after 180 days will not be eligible for investigation. Title VI complaints must involve issues pertaining to race, color, or national origin. Complaint Forms may be submitted by an individual or a representative of that individual.

Complaints must be made in writing and contain as much information as possible about the alleged discrimination. If complaints are received by telephone, the information will be documented in writing and provided to the complainant for confirmation or revision and signature prior to processing. The written complaint should include the complainant's name, address, and telephone number, as well as a detailed description of the issues and the name(s) and job title(s) of individuals perceived as parties in the complaint.

After completing this Complaint Form, please return it to the address below:

**Alliance Public Transit**

Attn: Paige Pohlman  
106 South Cody Ave.  
Alliance, NE 69301  
(308) 762-1907  
ppohlman@cityofalliance.net

Complainants may also choose to return this form to the Nebraska Department of Transportation at the following address:

**Nebraska Department of Transportation**

Attn: Title VI Transit Manager  
1400 Hwy 2  
Lincoln, NE 68502  
(402) 479-4694  
kari.ruse@nebraska.gov

Complaints may also be filed with the Federal Transit Administration by obtaining their form at <https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/fta-civil-rights-complaint-form>. Complaints using the FTA form may be submitted via email to [FTACivilRightsCommunications@dot.gov](mailto:FTACivilRightsCommunications@dot.gov) or mailed to the following address:

**Federal Transit Administration**

Office of Civil Rights  
Attn: Complaint Team  
East Building, 5th Floor-TCR  
1200 New Jersey Ave., SE  
Washington, D.C. 20590

*Para obtener una copia de este documento en español, visite el sitio web de la agencia en [www.cityofalliance.net](http://www.cityofalliance.net). Para asistencia adicional, comuníquese con el Departamento de Transporte de Nebraska al número de teléfono que figura arriba. Un intérprete telefónico está disponible para ayudar a personas con dominio limitado del inglés.*



**Public Transit**

**NEBRASKA**

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

Complainant:	Phone:
Address:	Email:
Person Discriminated Against if Different from Above:	Phone:
Address:	Email:
What is the full legal name of the organization that discriminated against you?:	
Type of Discrimination: <input type="checkbox"/> Race/Color <input type="checkbox"/> National Origin <input type="checkbox"/> Retaliation	Date of Incident:
Date and place of alleged discriminatory actions. Please include earliest date of discrimination and most recent date of discrimination:	
Explain as briefly and clearly as possible what happened and how you were discriminated against. Indicate who was involved. Be sure to include how other persons were treated differently than you. Also, attach any written material pertaining to your complaint (attach additional pages if necessary):	
Names and contact information of persons (witnesses, others) whom we may contact for additional information to investigate your complaint:	

The complaint will not be accepted if it has not been signed. Please sign and date this complaint form below. You may attach any written materials or other supporting information that you believe is relevant to the complaint.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Attachments:  Yes  No

Please submit this completed form using the contact information provided on page 1.

<b>OFFICE USE ONLY</b>	
Received By:	Date:

## **APT Title VI Complaint Procedures**

APT forwards all Title VI complaints of discrimination to the Nebraska Department of Transportation Transit Section for review. Any person who believes she or he has been discriminated against on the basis of race, color, or national origin by APT may file a complaint by completing and submitting the agency's Title VI Complaint Form. Only complaints received no more than 180 days following the alleged incident will be subject to investigation.

All Title VI and related statute complaints are considered formal – there is no informal process. Complaints must be made in writing and signed by the complainant on the form provided. Complaints received by telephone will be placed in writing and provided to the complainant for confirmation or revision and signing prior to processing. For assistance filing a complaint in a language other than English, complainants may contact the agency by phone and an interpreter will be provided to assist the individual as necessary.

Complaints may be filed by the affected individual or a representative of that individual. Complaints must include the complainant's name, address, and telephone number, and should specify all incidences and circumstances of the alleged discrimination. Allegations must be based on issues involving race, color, or national origin.

Complaints may be filed with the agency using the following contact information:

### **Alliance Public Transit**

Attn: Paige Pohlman

106 South Cody Ave.

Alliance, NE 69301

(308) 762-1907

[ppohlman@cityofalliance.net](mailto:ppohlman@cityofalliance.net)

Complainants who do not wish to file with the transit agency may contact the Nebraska Department of Transportation to receive assistance filing a complaint. NDOT can also assist individuals in submitting a Title VI Complaint in a language other than English. NDOT can be contacted using the following information.

### **Nebraska Department of Transportation**

Attn: Title VI Transit Manager

1400 Hwy 2

Lincoln, NE 68502

(402) 479-4694

[kari.ruse@nebraska.gov](mailto:kari.ruse@nebraska.gov)

Complaints may also be filed with the Federal Transit Administration by obtaining their form at <https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/fta-civil-rights-complaint-form>. Complaints to FTA may be submitted via email to [FTACivilRightsCommunications@dot.gov](mailto:FTACivilRightsCommunications@dot.gov) or mailed to the following address:

**Federal Transit Administration**  
Office of Civil Rights  
Attn: Title VI Program Coordinator  
1200 New Jersey Avenue SE  
Washington, D.C. 20590  
888-446-451

If a complaint is received by APT, the agency will submit the complaint to the Nebraska Department of Transportation for review. Upon receipt of the complaint, the NDOT Transit Section will notify the Federal Transit Administration that a complaint has been filed. The NDOT Transit Manager or other investigator will contact the complainant to:

- Acknowledge receipt of the complaint by the investigator.
- Confirm the complainant received adequate assistance to file the complaint.
- Confirm that the complainant wishes to proceed with the complaint.
- Confirm the existence of allegations that require investigation and/or resolution.
- Gather additional facts and further clarify the complaint.

The complainant will be notified in writing that the complaint was received and will be reviewed by the NDOT Transit Section and FTA Region VII, with the involvement of APT. If the complaint is determined to have validity, it will be investigated. As part of the review, the investigator will, at minimum:

- Gather relevant documentation from the complainant that was not included in the complaint, such as forms, memos, letters, and photographs;
- Maintain a log of all activities associated with the complaint;
- Complete an investigative report containing information, findings, photos, and recommendations for corrective action to be submitted to FTA.

A copy of the complaint, together with a copy of NDOT's investigative report, shall be forwarded to the FTA Region VII Office in Kansas City, MO within 60 days of the date at which the complaint was received by NDOT.

A decision by NDOT to dismiss a complaint can be made for the following reasons:

- The complaint was not filed within 180 days.
- The complaint is not covered by the Title VI statutes for which NDOT is responsible.
- The complaint does not allege any harm covered under the statutes for which NDOT is responsible.
- The complainant requests the withdrawal of the complaint.
- The complainant fails to respond to repeat, documented requests for additional information needed to process the complaint.
- The complainant cannot be located after documented reasonable attempts.

A log will be maintained which is to include the following information:

- The date the complaint/lawsuit was filed.
- A summary of the allegation(s).
- The status of the investigation.
- The actions taken by the recipient/subrecipient in response to the complaint/lawsuit and investigation.
- Documentation to be retained includes the complaint form and a summary of findings.

After the investigator reviews the complaint, they will issue one of two letters to the complainant: a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states that there was not a Title VI violation, and the complaint will be closed. An LOF summarizes the allegations and interviews regarding the alleged incident and explains whether any disciplinary action, additional training of the staff member, or other action will occur. If the complainant wished to appeal the decision, they have 30 days following the closure letter or LOF to do so.

For additional questions regarding APT's Title VI complaint procedures or Civil Rights Program, individuals may contact the transit agency at the contact information provided above. For more information on NDOT's Title VI complaints procedure or Civil Rights Program, individuals may contact NDOT at the address provided above.

## **6. Requirement to Record and Report Title VI Complaints, Investigations, and Lawsuits**

*In order to comply with the reporting requirements of 49 CFR Section 21.9(b), FTA requires all recipients to prepare and maintain a list of any of the following that allege discrimination on the basis of race, color, or national origin: active investigations conducted by entities other than FTA; lawsuits; and complaints naming the recipient. This list shall include the date that the investigation, lawsuit, or complaint was filed; a summary of the allegation(s); the status of the investigation, lawsuit, or complaint; and actions taken by the recipient in response, or final findings related to the investigation, lawsuit, or complaint.*

At this time, APT has not received Title VI complaints of discrimination, and therefore there were no investigations or lawsuits to report.

APT will maintain a list of all investigations, lawsuits, and/or complaints naming the agency, in accordance with the guidelines specified by FTA Circular 4702.1B. A copy of the form that will be used to track such complaints is displayed below. APT will maintain permanent records of all complaint-related documents. The agency will report all Title VI complaints of discrimination to the Nebraska Department of Transportation and the Federal Transit Administration.

# Title VI Complaint and Lawsuit Tracking Form

Title VI Complaints							
Complainant Name	Date of Incident	Date Filed	Summary of Complaint (include basis of complaint: race, color, or national origin)	Complaint resulted in investigation? (Y/N)	Status of complaint: active or closed?	Summary of Findings OR Reason Complaint was not Investigated (N/A if active)	Notes

Title VI Lawsuits						
Name of plaintiff	Date of Incident	Date Filed	Allegation(s)	Status: Active or Closed?	Result (N/A if active)	Notes:

**Submitted by:**  
 Paige Pohlman  
 106 South Cody Ave.  
 Alliance, NE 69301  
 (308) 762-1907  
 ppohlman@cityofalliance.net

## **7. Plan to Promote Inclusive Public Participation**

APT's public involvement strategy is intended to promote awareness and provide ample opportunity for the public to participate in the agency's transportation decision-making process surrounding projects, fare and/or service changes, and application for Federal operating assistance. This process allows for:

- Ensuring the timely dissemination of information to the public.
- Considering the input and encouraging the participation of underserved groups in the agency's transportation decision-making processes.
- Granting timely public notice and an adequate review period through this process.
- Facilitating adequate public review of major project revisions.
- Granting opportunity for the review of proposed and final plans.
- Encouraging and documenting public comment.

For these purposes, the agency will announce and hold a public hearing in the event of a fare increase, major change in service, or in the event of a capital construction project. Additionally, the agency will provide adequate public notice in the event of a vehicle purchase or upon the submission of an application for State or Federal operating assistance funds with no major service changes or fare increases.

For the purpose of definition, a major change or reduction service shall include a reduction in total system vehicle hours of 10% or more, the elimination of service in an area with a population of 2,000 or more, the elimination of service on one or more days of the week, or a change in the type of transit service in an area with a population of 2,000 or more. A fare increase shall include an increase in single ride fare for any transit service including other fare categories, or a decrease in the discount(s) offered for fare categories.

Public hearings will be advertised in a newspaper of general circulation in the geographic area the project will serve at least 14-21 calendar days in advance of the public hearing, and again no later than 5-12 calendar days in advance of the public hearing. Notice of hearings shall include a concise description of the proposed project and will advertise the availability of translated copies of said hearing notice and/or other publicly released meeting documents in non-English languages. Hearings will be held in accessible locations and at times convenient for public attendance.

Written or verbal comments from the public will be accepted during and for at least 10 days following the public hearing. These comments will be reviewed as part of the agency's decision-making process surrounding transportation projects.

An agency staff member will record and prepare formal minutes of the public hearing. These minutes will be available to the public upon request. Translations of these minutes, as well as of other publicly released meeting documents (e.g., announcements, surveys, comment cards, etc.) will be made available to members of the public upon request. The availability of translated minutes and/or other public documents will be advertised on the agency's public hearing notice.

### **Summary of Past Outreach Efforts**

APT routinely performs outreach to the public through a number of outlets, including promotion during Public Transit Week and ongoing relationships with local and community partners. It should be noted that APT personnel report rare interaction with minority persons or persons of limited English

proficiency – an estimate supported by the Service Area Profile data presented in the Four Factor Analysis accompanying the current Title VI Program submission. Nonetheless, the agency’s current public participation strategy has been revised as described above to enhance opportunities for participation by persons of limited English proficiency.

## **8. Providing Meaningful Access to LEP Persons**

*Recipients are required to take reasonable steps to ensure meaningful access to their programs and activities by LEP persons. While designed to be a flexible and fact-dependent standard, the starting point is an individualized assessment that balances the following four factors: (1) the number or proportion of LEP persons eligible to be served or likely to be encountered by the program or grantee; (2) the frequency with which LEP individuals come into contact with the program; (3) the nature and importance of the program, activity, or service provided by the program to people’s lives; and (4) the resources available to the grantee/recipient and costs. As indicated above, the intent of this guidance is to suggest a balance that ensures meaningful access by LEP persons to critical services while not imposing undue burdens on small business, small local governments, or small nonprofits.*

### **Four Factor Analysis Results Summary**

Alliance Public Transit provides transportation to the general public; transportation is provided to residents within the City of Alliance situated in Box Butte County, Nebraska. Alliance Public Transit personnel report that contact with clients of limited English proficiency (LEP) is extremely rare, with no LEP clients in contact with the program at the current time. However, the following analysis was carried out to inform a Language Assistance Plan that considers the needs of limited English proficient (LEP) persons who could potentially be encountered by the agency as it administers its programs and services in Box Butte County.

To facilitate this analysis, 2016-2020 American Community Survey data was analyzed at the county level. This data was used to inform the Language Assistance Plan accompanying this Four Factor Analysis. The data show that the number and proportion of LEP persons in Box Butte County is low, with approximately 92% of the population estimated to speak English only.

### **APT Four Factor Analysis**

#### **Factor 1: The number or proportion of LEP persons eligible to be served or likely to be encountered by the program or recipient**

APT provides transportation service for the residents within the City of Alliance situated in Box Butte County, Nebraska. To determine the number and proportion of LEP persons residing within the agency’s service area, 2016-2020 American Community Survey data representing languages spoken at home for persons over five years of age was analyzed for Box Butte County. This analysis resulted in the following service area profile. In this analysis, “LEP” was defined as a person who speaks English “less than ‘very well’” according to the American Community Survey. LEP can also be defined as a person who has a limited ability to speak, read, or write the English language.

## **APT service area LEP profile**

- The total number of persons over the age of five included in Box Butte County is 10,164.
- Approximately 92% of this total population speak English only.
- From mid-February to mid-March 2022, riders were given a language survey to determine what language(s) riders were comfortable using. Alliance Public Transit received no responses.
- Spanish is the largest non-English language group in the APT service area. This language group contains 242 LEP persons, or approximately 2.4% of the area's total population.
- Other language groups in the APT service area contained a very low number and proportion of LEP persons and did not near the Safe Harbor Threshold of 1,000 LEP persons nor a 5% or greater proportion of LEP persons.

## **Service Area Profile Conclusions**

The number and proportion of non-English speaking LEP persons in the vicinity of Alliance Public Transit is very low, with no non-English language groups exceeding the Safe Harbor Threshold of 1,000 or more LEP persons or 5% of the service area population. Moreover, agency personnel report that contact with LEP persons is extremely rare, with no LEP clients estimated to be in contact with the program at the current time.

### ***Factor 1a: How LEP persons interact with the recipient's agency***

APT personnel report that contact with LEP persons while administering its programs and services is extremely rare. It is estimated that such contact would most likely occur while scheduling or providing transportation.

### ***Factor 1b: The literacy skills of LEP persons in their native languages, in order to determine whether the translation of written documents will be an effective practice.***

No complete data could be obtained regarding the native language literacy of LEP Persons within the APT service area. The agency did make surveys on language preference available to all riders from mid-February to mid-March 2022 in English and Spanish with other languages available upon request. The agency received no responses. If a complete data set becomes available, it will be utilized by the agency. However, due to the language assistance resources made available by the agency to LEP persons (see accompanying Language Assistance Plan), it is not estimated that barriers to service due to native language literacy would prevent LEP persons from accessing the agency's programs or services at this time.

### ***Factor 1c: Whether LEP persons are underserved by the recipient due to language barriers***

APT personnel report that interaction with persons of limited English proficiency is extremely rare. This estimate is supported by the very low number and proportion of LEP persons residing within the agency service area, as identified in the Service Area Profile above. It is not estimated that barriers to service due to language exist at this time.

## **Factor 2: The frequency with which LEP persons come into contact with the program**

APT personnel report that contact with LEP persons while administering programs and services is extremely rare.

### **Factor 3: The Nature and Importance of the Program, Activity, or Service in People's Lives**

APT operates a public transportation service that is open to all individuals. Service is frequently provided to residents enabling them greater mobility and access to critical services. Trip purposes include, but are not limited to, medical appointments; traveling to school, work, and residences; social activities; and engaging in regular daily activities such as banking, shopping, and going to the post office. It is deemed that APT's services are of high value to the residents of Box Butte County.

### **Factor 4: The resources available to the recipient for LEP outreach, as well as the costs associated with that outreach**

APT has access to Title VI LEP outreach resources through the Nebraska Department of Transportation, including Spanish document translation assistance and verbal translation over the phone, Title VI template documents (e.g., Title VI Notice to the Public, Title VI Complaint form, etc.) for APT's use, and general Title VI assistance and oversight.

#### **APT Language Assistance Plan**

Alliance Public Transit currently has access to document translation assistance through the Nebraska Department of Transportation, as well as general Title VI assistance and oversight through this agency. Using this resource, Alliance Public Transit's Title VI Notice to the Public, Discrimination Complaint Form, and Discrimination Complaint Procedures Form have been translated into Spanish for public distribution and posting on the agency website. In the event of a public hearing by APT, publicly distributed meeting documents, including meeting minutes, can also be translated upon request using these resources.

APT also has access to verbal translation over the phone through the Nebraska Department of Transportation. The agency will use this resource if in-person or over the phone verbal translation is required when working with riders. The agency will also take reasonable steps to assist LEP persons who may choose to access its programs and services in the future.

Additionally, U.S. Census "I Speak" cards (displayed below) will also be located at the agency's main office to enable LEP persons to quickly identify their spoken language when it cannot be readily identified by an APT staff member. This will assist APT in determining additional language assistance needs as they arise.

United States  
Census  
2020

## Language Identification Card

I work for the U.S. Census Bureau. Is someone here now who speaks English and can help us?  
If not, someone may contact you who speaks \_\_\_\_\_.

### Español (Spanish 02)

Trabajo para la Oficina del Censo de los EE. UU. ¿Se encuentra alguien que hable inglés y pueda ayudarnos? Si no, alguien que habla español podría comunicarse con usted.

### 普通话、广东话 (Chinese simplified)

我是美国人口普查局的工作人员。请问您这里有没有会说英语的人可以帮助我们？

(Mandarin 03): 如果没有，可能会有会讲普通话的人与您联系。

(Cantonese 04): 如果没有，可能会有会讲广东话的人与您联系。

如果您閱讀繁體中文，請參閱第2頁（普通話或廣東話） (Chinese traditional on pg 2)

### Tiếng Việt (Vietnamese 05)

Tôi làm việc cho Cục Thống Kê Dân Số Hoa Kỳ. Hiện có ai ở đây biết nói tiếng Anh và có thể giúp quý vị và tôi không? Nếu không, một nhân viên nói tiếng Việt có thể sẽ liên lạc với quý vị.

### 한국어 (Korean 06)

저는 미국 인구조사국에서 일하고 있습니다. 여기 계신 분 중에서, 영어를 하실 수 있어서 저희를 도와주실 수 있는 분이 혹시 계신지요? 없으시면, 한국어를 하시는 분이 연락을 드릴 수도 있습니다.

### Русский (Russian 07)

Я представляю Бюро переписи населения США. Присутствует здесь кто-нибудь, кто говорит по-английски и мог бы помочь нам? Если нет, то тогда возможно, с Вами свяжется наш сотрудник, говорящий по-русски.

### العربية (Arabic 08)

أنا أعمل بمكتب الإحصاء الأمريكي. هل يوجد شخص هنا يتكلم الإنجليزية و يمكنه ان يساعدنا الآن؟ إذا لا، فقد يتصل بكم شخص يتكلم اللغة العربية.

### Tagalog (Tagalog 09)

Nagtatrabaho ako para sa Kawanihan ng Senso ng U.S. Mayroon ba rito ngayong nagsasalita ng Ingles at maaaring tumulong sa amin? Kung wala, maaaring may kumontak sa inyo na nagsasalita ng Tagalog.

### Polski (Polish 10)

Jestem pracownikiem Urzędu Spisu Ludności USA. Czy w tej chwili jest tu ktoś, kto mówi po angielsku i może nam pomóc? Jeżeli nie, może skontaktować się z Państwem ktoś, kto mówi po polsku.

### Français (French 11)

Je travaille pour le Bureau de recensement des États-Unis. Y a-t-il quelqu'un ici qui parle anglais et qui pourrait nous aider? Sinon, quelqu'un qui parle français pourrait vous contacter.

### Kreyòl Ayisyen (Haitian Creole 12)

Mwen travay pou Biwo Resansman Etazini. Èske gen yon moun la ki pale anglè ki ka ede nou? Si pa genyen, yon moun isit la ki pale kreyòl ka rele ou.

### Português (Portuguese 13)

Trabalho para a Agência do Censo dos EUA. Há alguém aqui, agora, que fale inglês e que possa nos ajudar? Caso não haja, uma pessoa que fala português poderá entrar em contato com você.

### 日本語 (Japanese 14)

私はアメリカ合衆国国勢調査局の係員です。こちらには英語を理解できこの調査にご協力いただける方がいらっしゃいますか?もしない場合は、日本語を話す係員があなたに連絡をすることがあります。

## **Monitoring, Evaluating, and Updating the LEP Plan**

Alliance Public Transit will update the current Language Assistance Plan as required. At minimum, the plan will be reviewed and updated every three years. Updates may include the following:

- The number of documented LEP person contacts encountered since the last update. Description of how the needs of LEP persons have been addressed.
- Determination of the current LEP population within the agency service area.
- Determination of whether the need for language assistance has changed.
- Determination of whether local language assistance has been effective and sufficient at meeting needs.
- Determination of whether the agency's available outreach resources are sufficient to supply necessary language assistance.
- Determination of whether complaints have been received concerning the agency's failure to meet the needs of LEP persons.

## **Employee Training**

APT's transit personnel are required to review the current Title VI Program document and sign a written statement declaring their understanding of their obligation to provide service regardless to race, color, or national origin.

Necessary personnel will be familiar with the agency's procedures for handling a potential Title VI complaint.

APT's Transit Manager has taken part in Title VI planning and training sessions through the Nebraska Department of Transportation and University of Nebraska.

Additional resources for employee training include a Title VI training hosted by the Nebraska Department of Transportation and the University of Nebraska, and ongoing Title VI assistance and oversight provided by the Nebraska Department of Transportation and University of Nebraska at Omaha.

## **9. Minority Representation on Planning and Advisory Bodies**

*Title 49 CFR Section 21.5(b)(1)(vii) states that a recipient may not, on the grounds of race, color, or national origin, "deny a person the opportunity to participate as a member of a planning, advisory, or similar body which is an integral part of the program." Recipients that have transit-related, nonelected planning boards, advisory councils or committees, or similar committees, the membership of which is selected by the recipient, must provide a table depicting the racial breakdown of the membership of those committees, and a description of efforts made to encourage the participation of minorities on such committees.*

APT currently does not have a transit-related, non-elected planning board or committee. In the event such a committee were established prior to the agency's next Title VI program submission, the following table (pictured below) would be used to depict minority representation on said committee.

**Sample Minority Representation Table**

<b>Minority Representation Table</b>							
--------------------------------------	--	--	--	--	--	--	--

# of non-elected members	% Caucasian	% African American	% Latino	% Asian American	% Native American	% Other Ethnicity	Notes

**10. Requirement to Provide Assistance to Subrecipients: N/A**

APT is not a primary recipient and is therefore exempt from this requirement.

**11. Monitoring of Subrecipients: N/A**

APT is not a primary recipient and is therefore exempt from this requirement.

**12. Equity Analysis to Determine Site or Location of Facilities**

*Title 49 CFR Section 21. 9(b)(3) states, "In determining the site or location of facilities, a recipient or applicant may not make selections with the purpose or effect of excluding persons from, denying them the benefits of, or subjecting them to discrimination under any program to which this regulation applies, on the grounds of race, color, or national origin; or with the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of the Act or this part."*

*Title 49 CFR part 21, Appendix C, Section (3)(iv) provides, "The location of projects requiring land acquisition and the displacement of persons from their residences and businesses may not be determined on the basis of race, color, or national origin." For the purposes of this requirement, "facilities" does not include bus shelters, as these are transit amenities and are covered in Chapter IV, nor does it include transit stations, power substations, etc., as those are evaluated during project development and the NEPA process. Facilities included in this provision include, but are not limited to, storage facilities, maintenance facilities, operations centers, etc.*

In the last seven years, APT has acquired land to build a new facility including storage, maintenance, and operations. However, federal funds were not used to purchase or build the new facility and, therefore, FTA approval for the project was not required.

In possible future circumstances, APT will ensure that both environmental analysis and Title VI environmental justice requirements are incorporated into the scope of work for all facilities projects. The agency will complete a Title VI equity analysis during the planning stage with regard to where a project is located or sited to ensure the location is selected without regard to race, color, or national origin. The agency will engage in outreach to persons potentially impacted by the siting of facilities. The

Title VI equity analysis will compare the equity impacts of various siting alternatives, and the analysis will occur prior to the selection of the preferred site.

When evaluating the locations of facilities, APT will give attention to other facilities with similar impacts in the area to determine whether any cumulative adverse impacts might result. Analysis will be conducted at the Census tract or block group, where appropriate, to ensure that proper perspective is given to localized impacts.

If the agency determines that the location of a project will result in a disparate impact on the basis of race, color, or national origin, the agency will only locate the project in that location if there is a substantial legitimate justification for locating the project there, and when there are no alternative locations that would have a less disparate impact on the basis of race, color, or nation origin. The agency will show how both tests are met and will consider and analyze alternatives to determine whether those alternatives would have less of a disparate impact on the basis of race, color, or national origin; the agency will then implement the least discriminatory alternative.

### **13. Requirement to Provide Additional Information upon Request**

*FTA may request, at its discretion, information other than that required by FTA Circular 4702.1B from a recipient in order for FTA to investigate complaints of discrimination or to resolve concerns about possible noncompliance with DOT's Title VI regulation.*

APT will fully cooperate with any FTA investigation of discrimination complaints to the extent required by Title VI regulations.

### **III. Requirements and Guidelines for Fixed-Route Transit Providers: N/A**

APT is not a provider of fixed route transportation and is therefore exempt from this requirement.

### **IV. Requirements for States: N/A**

### **V. Requirements for Metropolitan Planning Organizations: N/A**

### **VI. FTA Compliance Reviews: N/A**



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# City of Alliance Application for City Board

Please return your completed Application to the City Clerk's Office, 324 Laramie Avenue. Applications are kept on file for 18 months unless reactivated by you. Thank you for your interest in serving your neighbors and aiding us with "Building the Best Hometown in America."®

Name: Robert Mischnick Home/Work Number: 767-2632

Email Address: bmischnic@gmail.com Cell phone Number: \_\_\_\_\_

Address: 1024 Mississippi

Employer: Retired

I am available to serve my community and would prefer to serve on the following Boards:

- 1) Cr. Center
- 2) \_\_\_\_\_

Please briefly state why you would like to serve on a City Board:

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Please list below any previous civic and voluntary memberships and responsibilities, and/or background and interests relating to the preferred Boards:

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Please list two personal references we may contact on your behalf:

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Email: \_\_\_\_\_

*In applying for appointment, I understand the City Council or designated Staff may make inquiries in the community pertinent to my appointment. I also understand this application does not guarantee an appointment to a City Board.*

Signature: Robert Mischnick Date: 3-16-23

### City of Alliance Goals

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



Building the Best Hometown in America®

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Name: LILLIAN M. NELSON Home/Work Number: 307-534-5404  
GMAIL.COM

Email Address: SANDHISGRANNY@ Cell phone Number: "

Address: 804 COLORADO AVE, ALLIANCE, NE 69301

Employer: RETIRED

I am available to serve my community and would prefer to serve on the following Boards:

1) SR. CENTER

2) \_\_\_\_\_

Please briefly state why you would like to serve on a City Board:

TO HELP THE COMMUNITY BE A BETTER PLACE TO LIVE FOR SENIORS, THEN EVERYONE ELSE. I'VE NEVER SERVED ON A BOARD BEFORE BUT I'LL TRY.

Please list below any previous civic and voluntary memberships and responsibilities, and/or background and interests relating to the preferred Boards:

I HELP MAKE QUILTS FOR QUILTS OF VALOR

Please list two personal references we may contact on your behalf:

Name: <u>ALAN KENNICUTT</u>	Name: <u>SANDRA SPERL</u>
Address: <u>518 SNYDER PLACE</u>	Address: <u>2729 EMERSON AVE</u>
<u>ALLIANCE, NE 69301</u>	<u>ALLIANCE, NE 69301</u>
Phone: <u>308 760-8808</u>	Phone: <u>541-429-2405</u>
Email: _____	Email: <u>jon.sperl@gmail.com</u>

*In applying for appointment, I understand the City Council or designated Staff may make inquiries in the community pertinent to my appointment. I also understand this application does not guarantee an appointment to a City Board.*

Signature: Lillian M. Nelson Date: 3-14-23

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Name: Donna McEwen Home/Work Number: 308-760-058

Email Address: dwmcewen@live.com Cell phone Number: ''

Address: 215 W. 21st

Employer: retired

I am available to serve my community and would prefer to serve on the following Boards:

1) Senior Center Advisory Board

2) \_\_\_\_\_

Please briefly state why you would like to serve on a City Board:

I believe in having a voice for seniors in our area

\_\_\_\_\_

\_\_\_\_\_

Please list below any previous civic and voluntary memberships and responsibilities, and/or background and interests relating to the preferred Boards:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please list two personal references we may contact on your behalf:

Name: <u>Donald Zurek Jr</u>	Name: <u>Jamie Francker</u>
Address: <u>1208 Mississippi</u>	Address: <u>1618 Bosie</u>
Phone: <u>308-762-1924</u>	Phone: <u>308-763-1566</u>
Email: _____	Email: _____

*In applying for appointment, I understand the City Council or designated Staff may make inquiries in the community pertinent to my appointment. I also understand this application does not guarantee an appointment to a City Board.*

Signature: Donna W. McEwen Date: 3-15-23

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Building the Best Hometown in America®

# City of Alliance Application for City Board

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Name: Michael Sautter Home/Work Number: 308 762 5050  
 Email Address: \_\_\_\_\_ Cell phone Number: 308 760 0642  
 Address: 2380 CR 59 Alliance NE 69301  
 Employer: Dietrich & Sautter CPAs

I am available to serve my community and would prefer to serve on the following Boards:  
 1) Senior Facility Advisory Board  
 2) \_\_\_\_\_

Please briefly state why you would like to serve on a City Board:  
County Commissioner Board appointed representative

Please list below any previous civic and voluntary memberships and responsibilities, and/or background and interests relating to the preferred Boards:  
Golf Course Advisory

Please list two personal references we may contact on your behalf:

Name: <u>Kristy Dietrich</u>	Name: <u>Jerald Palmer</u>
Address: _____	Address: _____
Phone: <u>308 762 5050</u>	Phone: <u>402 540 0512</u>
Email: _____	Email: _____

*In applying for appointment, I understand the City Council or designated Staff may make inquiries in the community pertinent to my appointment. I also understand this application does not guarantee an appointment to a City Board.*

Signature: M Sautter Date: 3/21/23

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Current Board Members and Vacancies

<u>Board</u>	<u>Name</u>	<u>Term Expires</u>
<b>Board of Adjustment</b>	Kelsey Turman	12/31/2023
	Samantha Jackson	12/31/2023
	Evan Mehne	12/31/2024
	Chris Mundt	12/31/2024
	Vacant	12/31/2025
	Vacant	12/31/2025
<b>Board of Health</b>	Seth Sorensen	12/31/2023
	Mike Dafney	12/31/2023
	Philip Lukens	12/31/2023
	Brian Mischnick	12/31/2023
	Jessica Ott	12/31/2023
<b>City Council</b>	Brian Mischnick	12/1/2024
	John McGhehey	12/1/2024
	Mike Dafney	12/1/2026
	Mara Andersen	12/1/2026
	Tearza Mashburn	12/1/2026
<b>Civil Service Commission</b>	Gordon Hoff	9/30/2023
	Rocky Bell	9/30/2025
	Susan Cummings	9/30/2027
<b>Community Redevelopment Authority</b>	Sean Ridgeway	1/31/2023
	Lori Mazanec	1/31/2024
	Jess Wimmer	1/31/2025
	Shauna Smith	1/31/2026
	Chris Mischnick	1/31/2027
<b>EDP Application Review</b>	Richard Robb	6/30/2023
	Vacant	6/30/2023
	Serena Bremer	6/30/2025
	Vacant	6/30/2026

	<b>Vacant</b>		<b>6/30/2026</b>
<b>EDP Citizen Advisory</b>	Maverick Churchill		12/31/2023
	Kody Wolf		12/31/2023
	Gary Goodell		12/31/2024
	Lori Mazanec		12/31/2024
	Tim Garwood		12/31/2024
<b>Golf Advisory</b>	Sue Williams		12/31/2024
	Tara Minnick (Women's Association President)		12/31/2024
	David Jensen		12/31/2024
	Michael Sautter		12/31/2024
	Michael Stevens (Men's Association President)		12/31/2025
<b>Housing Authority</b>	<b>Leann Placek</b>		<b>12/31/2022</b>
	Denice Clark		12/31/2023
	Victor Sanchez		12/31/2024
	Jessica Dean		12/31/2025
	Mary Ohrtman		12/31/2026
	Maxine Anderson		6/30/2023
	Wally Seiler		6/30/2024
	Travis O'Gorman		6/30/2024
	Donna Frisch		6/30/2026
	Aimee Otto		6/30/2026
<b>Library (Ex-officio Members)</b>	<b>Vacant</b>		<b>6/30/2024</b>
	<b>Vacant</b>		<b>6/30/2024</b>
<b>Museum</b>	Marlene Mischnick		5/31/2024
	Gail McMurtrey		5/31/2024
	Gail Burke		5/31/2025
	Terry Christensen		5/31/2025
	Nancy Pumphrey		5/31/2025
	Florence Nikens		5/31/2026
	Terry Weisgerber		5/31/2026

Sally Hansen	5/31/20
Cheri Hopkins	5/31/2027
Howard Jensen	12/31/2023
Raymond Hielscher	12/31/2023
Wayne Davis	12/31/2024
Evan Mehne	12/31/2024
Brent Ferguson	12/31/2024
Donna Giger (Alternate)	12/31/2024
Vickie Stetson-Mattox	12/31/2025
Richard Arndt	12/31/2025
Vacant	12/31/2025
Vacant	3-year

**Planning Commission & Airport Zoning**

**Senior Facility Advisory Board**

