

Council Meetings

May 2, 2023 City Council Meeting

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Building the Best Hometown in America®

ALLIANCE, NEBRASKA
CITY COUNCIL MEETING
Alliance Learning Center
1750 Sweetwater Avenue
May 02, 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
AVFD Roster Update
Resolution 23-29 – Pedestrian Cross Walk Signals

B. Proclamation –

Gordon Hoff
Public Service Recognition Week
Municipal Clerks Week
National Day of Prayer

C. Ordinance No. 2955– Rezone of Municipal Building and Fire Hall

Ordinance 2955 is before Council on second reading, which will rezone Lots 1-3 and 16-18, Block 17, Original Town of Alliance, Box Butte County, Nebraska, addressed 324 Laramie Avenue and 315 Cheyenne Ave. The proposed rezone of said described land is from C-O (Commercial Office) District to C-2 (Central Business) District.

D. Ordinance No. 2956 – Municipal Code Amendments for Firework

Ordinance No. 2956 is before Council on first reading and will amend Sections 22-175 and 22-177 of the Alliance Municipal Code in regards to the dates and times fireworks may be legally sold and discharged.

E. Resolution No. 23-30 – Appointment of City Clerk

Resolution No. 23-30 will appoint a City Clerk to the City of Alliance effective May 2, 2023

F. Resolution No. 23-31 – Denver Air Connection Terminal Lease Agreement

Denver Air Connection has been chosen as the essential air service provider for an additional two years. Resolution No. 23-31 will authorize the City to enter into a new Lease Agreement with Denver Air Connection for a term of June 1, 2023 to May 31, 2025.

G. Discussion and consideration of possible negotiations for a Real Estate purchase, with possible closed session to discuss strategy sessions for the same.

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 – May 02, 2023

1. Approval: Minutes of the Regular Meeting, April 18, 2023.
2. Approval: Payroll from April 21, 2023 in the amount of \$253,702.02 and April 25, 2023 in the amount of \$852.38, in the total amount of \$254,554.40.
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; \$505,163.04.
4. Approval: AVFD Roster update.
5. Approval: Resolution No. 23-29 will approve the purchase of Pedestrian Cross-Walk Signals from TAPCO in the amount of \$68,057.90

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.

April 18, 2023

ALLIANCE CITY COUNCIL

REGULAR MEETING, TUESDAY, APRIL 18, 2023

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

The Alliance City Council met in a Regular Meeting, April 18, 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 April 12, 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.

Vice Mayor Mischnick opened the April 18, 2023 regular meeting of the Alliance, Nebraska City Council at 7:00 p.m. Present were Vice Mayor Mischnick and Council Members McGhehey, Andersen, and Mashburn. Also present were City Manager Sorensen, City Attorney Hoelsing, City Treasurer Baker and Interim City Clerk Shelbi Pitt.

- Vice Mayor Mischnick read the Open Meetings Act Announcement.
- The first item before City Council was Resolution No. 23-21, which accept the resignation of Mayor Mike Dafney from the Alliance City Council. The following information was provided:

[The Alliance City Council Mayor Mike Dafney submitted a letter of resignation to the Alliance City Manager, Seth Sorensen on April 10, 2023. Resolution No. 23-21 will accept the resignation of Mayor Mike Dafney effective immediately.]

A motion was made by Councilman Mischnick, seconded by Councilman McGhehey to approve Resolution No. 23-21 which follows in its entirety:

RESOLUTION NO. 23-21

WHEREAS, Mike Dafney was a duly elected and serving council member of the City of Alliance, Nebraska, serving a term from December 6, 2022 through December 1, 2026; and

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WHEREAS, on April 10, 2023, Mike Dafney tendered his resignation in writing from the position of council member to the City Council of the City of Alliance, Nebraska, pursuant to Neb. Rev. Stat. § 32-562(8); and

WHEREAS, the City Council of the City of Alliance, Nebraska, has received the resignation and will accept the resignation of Mike Dafney as council member of the City of Alliance, Nebraska;

NOW, THEREFORE, BE IT RESOLVED BY the City Council of the City of Alliance Nebraska, that the City Council of the City of Alliance, Nebraska accepts the resignation of Mike Dafney as council member pursuant to Neb. Rev. Stat. § 32-562; and

BE IT FURTHER RESOLVED BY the City Council of the City of Alliance, Nebraska that a vacancy of the council member office is declared pursuant to Neb. Rev. Stat. § 32-560(1), and the vacancy is directed to be filled pursuant to Neb. Rev. Stat. § 32-568(7) by an appointment of a registered voter of the City until the next regular City election on November 5, 2024, and following the next regular City election by the successful candidate at such election, for the remainder of the term expiring December 1, 2026;

BE IT FURTHER RESOLVED BY the City Council of the City of Alliance, Nebraska that notice of this vacancy shall be provided and applications to fill the vacancy by appointment until the first meeting in December following the November 5, 2024 regular election shall be accepted by the City Council of the City of Alliance, Nebraska.

Roll call vote with the following results:

Voting Aye: Mischnick, McGhehey, Andersen and Mashburn.

Voting Nay: None.

Motion carried.

- The Consent Calendar was the second item on the agenda. A motion was made by Councilman Mashburn and seconded by Councilman Andersen to approve the Consent Calendar as follows:

CONSENT CALENDAR – April 18, 2023

1. Approval: Minutes of the Regular Meeting, April 04, 2023.
2. Approval: Payroll from April 07, 2023 in the amount of \$364,103.08.
3. Approval: Claims against the following funds: General, General Debt Service, Trust and Agency, Street, Electric, Refuse Collection and Disposal, Sanitary Sewer, Water, Golf Course, Downtown Improvement Districts, R.S.V.P., Keno, and Capital Improvement; \$1,104,166.00.
4. Approval: John C. and Tim L. Dahlberg Cemetery Certificate.

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5. Approval: Resolution No. 23-22 will approve the purchase of Zoll X Series Monitor/Defibrillator Replacement in the total amount of \$55,604.99.
6. Approval: Resolution No. 23-23 will accept CCCFF Grant from the Nebraska Department of Economic Development in the total amount of \$15,000.00.
7. Approval: Resolution No. 23-24 will proclaim May 2023 as “Fair Housing Month.”
8. Approval: Resolution No. 23-25 will authorize and direct the Vice-Mayor to proceed with the formulation of any and all contracts, documents or other memoranda between City of Alliance, Nebraska and the Nebraska Department of Economic Development so as to the acceptance of the grant application.

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: Mischnick, McGhehey, Andersen and Mashburn.

Voting Nay: None.

Motion carried.

- The next item on the agenda was a proclamation acknowledging Arbor Day, April 28, 2023. Councilman Andersen read the following proclamation:

PROCLAMATION

WHEREAS, In 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, This holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, Trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, Trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

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WHEREAS, Trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, Trees are a source of joy and spiritual renewal; and

WHEREAS, The City of Alliance has been recognized as a Tree City USA by the National Arbor Day Foundation and desires to continue its tree-planting ways,

NOW, THEREFORE, the City Council of Alliance, Nebraska, does hereby proclaim April 28, 2023 as:

ARBOR DAY

in the City of Alliance, Nebraska, and I urge all citizens to support efforts to care for our trees and woodlands and to support our City's community forestry program; and

FURTHER, I urge all citizens to plant trees to gladden the hearts and promote the well-being of present and future generations.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Alliance to be affixed on this 18th day of April in the year of the Lord Two Thousand Twenty-Three.

- The next before Council was a Public Hearing for the proposed Ordinance No 2955 which will Rezone Lots 1-3 and Lots 16-18, Block 17, Original Town of Alliance, Box Butte County, Nebraska, addressed 324 Laramie Avenue and 315 Cheyenne Avenue. The proposed rezone of said described land is from C-O (Commercial Office) District to C-2 (Central Business) District. The following information was provided:

[The City of Alliance has submitted an application to rezone Lots 1-3 and 16-18, Block 17, Original Town of Alliance, Nebraska, otherwise known as 324 Laramie Avenue, from C-0, Commercial Office to C-2, Central Business District. The rezone is requested to remove the spot zone of C-0 zoning, to reduce the setbacks so the existing building will meet the City's code, and reduce the setbacks for a proposed addition to the north side of the building.

The parcel of land is the north half of the block located between W 3rd and 4th Streets and Laramie and Cheyenne Avenues. The parcel is currently zoned C-0, Commercial Office. It is bordered to the north and west by R-1, Single Family Residential, and to the south and east by C-2, Central Business District zoning. The lot is currently used for the City Municipal Building and Fire Station. There is a duplex and art museum to the north, single family residences to the west, commercial land uses to the south and east.

The parcel is approximately 1 acre in size. There aren't minimum lot sizes or dimensions required in C-2 zoning. The proposed rezone will change the front setback from 25' to 0', the rear setback from 25' to 0', the side setback from 14' to 0', and the side street setback from 15' to 0'. The existing structure on the lot does not meet the current C-0 setbacks as it is set back only 8' from the front, 0' from the side street, 8'

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from the alley, and 22' from the rear. The lot is adjacent to Laramie Avenue along the east side, West 4th Street along the north side, and Cheyenne Avenue along the west side. All of these streets are identified as local streets. The land use is not proposed to change and the rezone should not increase the traffic in this area beyond current levels.

The lot is located in the Central Core Neighborhood and on the edge of the Downtown District. The Central Core Neighborhood is characterized as being the heart of Alliance and possesses the historic ambiance of the City. It is identified as being primarily residential but it does have some limited commercial uses. The importance of this neighborhood cannot be underestimated and its character should be maintained. The rezone is adjacent to the Downtown District Neighborhood and contains characteristics of that designation such as short setbacks, brick building and street construction, and nonresidential uses.

The City of Alliance Planning Commission met at their regular meeting on March 14, 2023 and voted to recommend the City Council approve the rezone of Lots 1-3 and 16-18, Block 17, Original Town of Alliance, Nebraska, from C-0, Commercial Office to C-2, Central Business District Commercial., after making the following findings of fact:

1. The rezone would not create any nonconforming lot sizes.
2. The rezone would bring the existing structures in to conformance with setback requirements.
3. There is ample access to the rezone parcel.
4. A rezone to C-2 would be consistent with the image of the Core Neighborhood as a limited commercial area and would not change the existing character of the district.
5. The proposed rezone is adjacent to existing C-2 zoning and it would eliminate the current spot zone of C-0.
6. City utilities are already available in this location.

One finding of fact not to recommend was that the proposed 0' setback would be inconsistent with the setbacks required in the adjacent residential zoning.

Options:

Leave the zoning the same and:

1. The current buildings remain nonconforming because they are in the setbacks required by the C-0 zoning.
 2. The City cannot add on to the building without meeting its own code because of the setbacks in the C-0 zoning.
 3. The spot zone of C-0 amongst the C-2 zoning remains.
 4. The setbacks would remain the same as those of the adjacent residential district.
- Change the zoning to a district other than C-2 or C-0 which would not accomplish any of the stated goals.

Change the zoning to C-2 for the reasons the Planning Commission made in the findings of fact.

STAFF RECOMMENDATION: THE CITY COUNCIL APPROVE THE ORDINANCE REZONING LOTS 1-3 AND 16-18, BLOCK 17, ORIGINAL TOWN OF ALLIANCE,

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NEBRASKA, FROM C-0, COMMERCIAL OFFICE TO C-2, CENTRAL BUSINESS DISTRICT COMMERCIAL.]

Vice Mayor Mischnick stated “now is the date, time and place to conduct a Public Hearing to hear support, opposition, criticism, suggestions, or observations of the taxpayers relating to the “Rezone” and opened the public hearing at 7:06 p.m.

Community Director Brent Kusek gave an overview of the Rezone.

Hearing no further testimony, the Public Hearing closed at 7:07 p.m.

- Next, Ordinance No. 2955 is before Council on the first will Rezone Lots 1-3 and Lots 16-18, Block 17, Original Town of Alliance, Box Butte County, Nebraska, addressed 324 Laramie Avenue and 315 Cheyenne Avenue. The proposed rezone of said described land is from C-O (Commercial Office) District to C-2 (Central Business) District. The following information was provided:

[The City of Alliance has submitted an application to rezone Lots 1-3 and 16-18, Block 17, Original Town of Alliance, Nebraska, otherwise known as 324 Laramie Avenue, from C-0, Commercial Office to C-2, Central Business District. The rezone is requested to remove the spot zone of C-0 zoning, to reduce the setbacks so the existing building will meet the City’s code, and reduce the setbacks for a proposed addition to the north side of the building.

The parcel of land is the north half of the block located between W 3rd and 4th Streets and Laramie and Cheyenne Avenues. The parcel is currently zoned C-0, Commercial Office. It is bordered to the north and west by R-1, Single Family Residential, and to the south and east by C-2, Central Business District zoning. The lot is currently used for the City Municipal Building and Fire Station. There is a duplex and art museum to the north, single family residences to the west, commercial land uses to the south and east.

The parcel is approximately 1 acre in size. There aren’t minimum lot sizes or dimensions required in C-2 zoning. The proposed rezone will change the front setback from 25’ to 0’, the rear setback from 25’ to 0’, the side setback from 14’ to 0’, and the side street setback from 15’ to 0’. The existing structure on the lot does not meet the current C-0 setbacks as it is set back only 8’ from the front, 0’ from the side street, 8’ from the alley, and 22’ from the rear. The lot is adjacent to Laramie Avenue along the east side, West 4th Street along the north side, and Cheyenne Avenue along the west side. All of these streets are identified as local streets. The land use is not proposed to change and the rezone should not increase the traffic in this area beyond current levels.

The lot is located in the Central Core Neighborhood and on the edge of the Downtown District. The Central Core Neighborhood is characterized as being the heart of Alliance and possesses the historic ambiance of the City. It is identified as being primarily residential but it does have some limited commercial uses. The importance of

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this neighborhood cannot be underestimated and its character should be maintained. The rezone is adjacent to the Downtown District Neighborhood and contains characteristics of that designation such as short setbacks, brick building and street construction, and nonresidential uses.

The City of Alliance Planning Commission met at their regular meeting on March 14, 2023 and voted to recommend the City Council approve the rezone of Lots 1-3 and 16-18, Block 17, Original Town of Alliance, Nebraska, from C-0, Commercial Office to C-2, Central Business District Commercial., after making the following findings of fact:

1. The rezone would not create any nonconforming lot sizes.
2. The rezone would bring the existing structures in to conformance with setback requirements.
3. There is ample access to the rezone parcel.
4. A rezone to C-2 would be consistent with the image of the Core Neighborhood as a limited commercial area and would not change the existing character of the district.
5. The proposed rezone is adjacent to existing C-2 zoning and it would eliminate the current spot zone of C-0.
6. City utilities are already available in this location.

One finding of fact not to recommend was that the proposed 0' setback would be inconsistent with the setbacks required in the adjacent residential zoning.

Options:

Leave the zoning the same and:

1. The current buildings remain nonconforming because they are in the setbacks required by the C-0 zoning.
2. The City cannot add on to the building without meeting its own code because of the setbacks in the C-0 zoning.
3. The spot zone of C-0 amongst the C-2 zoning remains.
4. The setbacks would remain the same as those of the adjacent residential district.

Change the zoning to a district other than C-2 or C-0 which would not accomplish any of the stated goals.

Change the zoning to C-2 for the reasons the Planning Commission made in the findings of fact.

STAFF RECOMMENDATION: THE CITY COUNCIL APPROVE THE ORDINANCE REZONING LOTS 1-3 AND 16-18, BLOCK 17, ORIGINAL TOWN OF ALLIANCE, NEBRASKA, FROM C-0, COMMERCIAL OFFICE TO C-2, CENTRAL BUSINESS DISTRICT COMMERCIAL.]

A motion was made by Councilman Mischnick, seconded by Councilman McGhehey to approve the first reading Ordinance No. 2955. Interim City Clerk Pitt read the ordinance by title which follows in its entirety:

April 18, 2023

ORDINANCE NO. 2955

AN ORDINANCE OF THE CITY OF ALLIANCE, NEBRASKA, AMENDING THE DISTRICT ZONING MAP TO SHOW THAT LOTS 1-3 AND LOTS 16-18, BLOCK 17, ORIGINAL TOWN OF THE CITY OF ALLIANCE, BOX BUTTE COUNTY, NEBRASKA IS NOW INCLUDED AS A C-2 -- CENTRAL BUSINESS DISTRICT FROM A C-O -- COMMERCIAL OFFICE DISTRICT, REPEALING PRIOR SECTIONS, AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. The Zoning District Map, as set forth and adopted pursuant to section 109-22 of the Alliance Municipal Code, is amended to show the following lots are included in a C-2 – Central Business District from a C-O – Commercial Office District:

Lots 1-3 and Lots 16-18, Block 17, Original Town of Alliance, Box Butte County, Nebraska, otherwise known as 324 Laramie Avenue and 315 Cheyenne Avenue,

SECTION 2. This certifies that the Zoning District Map, as set forth and adopted pursuant to section 109-22 of the Alliance Municipal Code, is now the official Zoning District Map dated as of the ____ day of _____, 2023.

SECTION 3. Any previously existing Zoning District Map, ordinances, resolutions, policies, or parts thereof, in conflict with this ordinance are hereby repealed.

SECTION 4. This ordinance shall be in full force and effect following its approval, passage, and publication as provided by law

PASSED AND APPROVED this ____ day of _____, 2023.

Roll call vote with the following results:

Voting Aye: Mischnick, McGhehey, Andersen and Mashburn.

Voting Nay: None.

Motion carried.

- Next for Council's consideration was Resolution No. 23-26 which will designate a District Manager for the Property Assessed Clean Energy (PACE) Financing. Council adopted Ordinance 2953 establishing the Clean Energy Assessment District at the April 4th City Council Meeting. The following information was provided:

[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.

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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.

Resolution 23-26 will designate the City Manager as the District Manager for Property Assessed Clean Energy (PACE) Financing]

A motion was made by Councilman Mashburn, seconded by Councilman Andersen to accept Resolution No. 23-26, which established a PACE District Manager.

RESOLUTION NO. 23-26

WHEREAS, in Ordinance No. 2953, the City of Alliance, Nebraska has established a clean energy assessment district pursuant to Neb. Rev. Stat. §§ 13-3203 and 3204 (the “Alliance PACE District”); and

WHEREAS, Section 2 of Ordinance No. 2953 requires a written designation of the “District Administrator” for the Alliance PACE District; and

WHEREAS, the City Council of the City of Alliance, Nebraska desires to designate the City Manager as the District Administrator of the Alliance PACE District;

NOW, THEREFORE, BE IT RESOLVED BY the Council of the City of Alliance Nebraska, that the City Manager is designated as the District Administrator of the Alliance PACE District.

PASSED AND APPROVED this 18th day of April, 2023.

Roll call vote with the following results:

Voting Aye: Mischnick, McGhehey, Andersen and Mashburn.

Voting Nay: None.

Motion carried.

- The following item, Resolution No. 23-27 which will confirm the City of Alliance’s designee and alternate on the E-911 Board. The following information was provided:

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[The Alliance City Council has two representative that serve on the E-911 Board. One serving as the designee and the other serving as the alternate.]

A motion was made by Councilman Mischnick, seconded by Councilman Anderson to approve Resolution No. 23-27 which follows in its entirety:

RESOLUTION NO. 23-27

WHEREAS, the City Council of Alliance, Nebraska has membership on governing and advisory boards for organizations related to city government; and

WHEREAS, City Council appoints one representative and one alternate to the Board for the Interlocal Operations Agreement for E911; and

WHEREAS, Councilmembers have expressed a desire and have volunteered to serve as the City of Alliance representative and alternate on this Board.

NOW, THEREFORE BE IT RESOLVED by the Vice Mayor and Council of the City of Alliance that Councilmember Mashburn serve as the City of Alliance representative, and Councilmember McGhehey as the alternate on the E-911 Board for the duration of their term as Councilmembers, unless such service is otherwise terminated for another reason.

PASSED AND APPROVED this 18th day of April, 2023.

Roll call vote with the following results:

Voting Aye: Mischnick, McGhehey, Andersen and Mashburn.

Voting Nay: None.

Motion carried.

- The next item on Council's agenda was Resolution No. 23-28 which will fill the vacancy of Mayor Dafney as the City's Representative on the Heartland Expressway Association Board. The following information was provided:

[The City of Alliance provides a City Representative to sit on the Heartland Expressway Association Board, which was Mayor Dafney. With Mayor Dafney's resignation, the seat of the representative needs filled, which Resolution 23-28 will establish.]

A motion was made by Councilman Andersen, seconded by Councilman McGhehey to approve Resolution No. 23-28 which follows in its entirety:

RESOLUTION NO. 23-28

WHEREAS, the City Council of Alliance, Nebraska has membership on governing and advisory boards for organizations related to city government; and

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WHEREAS, City Council appoints one representative to the Board for the Heartland Expressway Association Board; and

WHEREAS, Chelsie Herian has expressed a desire and has volunteered to serve as the City of Alliance representative on this Board.

NOW, THEREFORE BE IT RESOLVED by the Vice Mayor and Council of the City of Alliance that Chelsie Herian serve as the City of Alliance representative, on the Heartland Expressway Association Board.

PASSED AND APPROVED this 18th day of April, 2023.

Roll call vote with the following results:

Voting Aye: Mischnick, McGhehey, Andersen and Mashburn.

Voting Nay: None.

Motion carried.

There being no further business before Council, Vice Mayor Mischnick adjourned the meeting at 7:12 p.m.

Brian Mischnick, Vice-Mayor

(SEAL)

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.

COUNCIL PROCEEDINGS

The Alliance, Nebraska City Council met in a Regular Meeting on Tuesday, April 18, 2023 at 7:00 p.m. Present were Council Members Mischnick, McGhehey, Andersen and Mashburn.

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

1. Approved Resolution 23-21, which accepts the resignation of Mayor Mike Dafney from the Alliance City Council. Ayes: All. Motion carried.
2. Approved the Consent Calendar. Ayes: All. Motion carried.
3. Proclaimed April 28, 2023 as Arbor Day.
4. Conducted a Public Hearing and approved first reading of Ordinance No. 2955 for the rezone Lots 1-3 and 16-18, Block 17, Original Town to the City of Alliance, from C-O (Commercial Office) District to C-2 (Central Business) District. Ayes: All. Motion carried.
5. Approved Resolution 23-26 which designates the City Manager as the District Manager for the Property Assessed Clean Energy (PACE) Financing. Ayes: All. Motion carried.
6. Approved Resolution 23-27 which appoints Councilman Mashburn as the designee, and Councilman McGhehey as the alternate on the E-911 Board. Ayes: All. Motion carried.
7. Approved Resolution No. 23-28 which filled the vacancy on the Heartland Expressway Association Board with Chelsie Herian as the City's Representative. Ayes: All. Motion carried.

Meeting adjourned at 7:12 p.m.

Brian Mischnick, Vice-Mayor

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.

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
General Fund					
01-10-10-42-294 Conferences, Cont Education	General Fund	City Council	City Council		
FIRSTBANK CARD	EMBASSY SUITES LODGING DC	DAFNEY 4/23	04/25/2023	1,065.60	04/26/2023
01-10-10-42-294 Conferences, Cont Education	General Fund	City Council	City Council		
FIRSTBANK CARD	INTERNET REFUND MARRIOTT LIN	DAFNEY 4/23	04/25/2023	7.95-	04/26/2023
Total City Council:				1,057.65	
Total City Council:				1,057.65	
01-11-11-44-431 Legal, Public Notices	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	LEGAL AD-ORDINANCES	150060	04/12/2023	43.89	
01-11-11-44-431 Legal, Public Notices	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	LEGAL, NOTICE OF MEETING	150058	04/12/2023	8.96	
01-11-11-44-431 Legal, Public Notices	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	LEGAL, NOTICE OF MEETING	150055	04/05/2023	10.22	
01-11-11-44-431 Legal, Public Notices	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	LEGAL AD-ORDINANCES	150063	04/12/2023	112.09	
01-11-11-44-431 Legal, Public Notices	General Fund	City Administration	City Administration		
ALLIANCE TIMES HERALD	Legal Ad-Council Proceedings	150059	04/12/2023	26.02	
01-11-11-45-511 Office Supplies	General Fund	City Administration	City Administration		
NEBRASKA TOTAL OFFICE	INK CARTRIDGE	0121574-001	04/17/2023	367.82	
Total City Administration:				569.00	
Total City Administration:				569.00	
01-31-33-42-294 Conferences, Cont Education	General Fund	Police Support Services	Police Department		
FIRSTBANK CARD	MEALS	MCCRACKEN	04/25/2023	49.47	04/26/2023
01-31-33-42-294 Conferences, Cont Education	General Fund	Police Support Services	Police Department		
FIRSTBANK CARD	IAPE TRAINING	MCCRACKEN	04/25/2023	395.00	04/26/2023
01-31-33-42-294 Conferences, Cont Education	General Fund	Police Support Services	Police Department		
FIRSTBANK CARD	RESERVATIONS	MCCRACKEN	04/25/2023	364.99	04/26/2023
01-31-33-45-541 Office Furniture, Equipment	General Fund	Police Support Services	Police Department		
FIRSTBANK CARD	SUPPLIES	MCCRACKEN	04/25/2023	34.03	04/26/2023
Total Police Support Services:				843.49	
Total Police Department:				843.49	
01-37-37-44-423 Database Subscriptions	General Fund	Firefighting	Fire Department		
ESO SOLUTIONS INC	SUBSCRIPTON	ESO-108759	04/18/2023	195.00	
01-37-37-44-479 CNTSVC Other	General Fund	Firefighting	Fire Department		
IDEAL LINEN INC	MOPS AND TOWELS	1167847	04/13/2023	43.00	
01-37-37-45-513 Copy Machine Supplies	General Fund	Firefighting	Fire Department		
COPIER CONNECTION, INC.	COPIER CONTRACT	21989	04/13/2023	150.00	
01-37-37-45-551 Fuel,Oil,Lube-Veh,Mach,Equip	General Fund	Firefighting	Fire Department		
DARREN'S CARQUEST AUTO PART	OIL	2723-454630	04/14/2023	40.50	
Total Firefighting:				428.50	
01-37-38-45-513 Copy Machine Supplies	General Fund	Ambulance	Fire Department		
COPIER CONNECTION, INC.	COPIER CONTRACT	21989	04/13/2023	150.00	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
01-37-38-45-521 Medical Supplies	General Fund	Ambulance	Fire Department		
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	84933614	04/24/2023	199.80	
01-37-38-45-521 Medical Supplies	General Fund	Ambulance	Fire Department		
LIFE-ASSIST INC	MEDICAL SUPPLIES	1312113	04/20/2023	247.82	
Total Ambulance:				597.62	
Total Fire Department:				1,026.12	
01-41-44-45-544 Small Tools, Equipment	General Fund	Facility Maintenance	Public Works		
BLOEDORN LUMBER - ALLIANCE	TOOLS	7443073	03/03/2023	16.22	
01-41-44-45-544 Small Tools, Equipment	General Fund	Facility Maintenance	Public Works		
CARTER'S HOME HARDWARE & AP	TOOLS	19073/1	03/30/2023	24.99	
Total Facility Maintenance:				41.21	
01-41-46-45-561 Bldg Maintenance Material	General Fund	Municipal Building	Public Works		
BERNIES ACE HARDWARE	BUILDING MAINTENANCE	276780	02/17/2023	9.59	
01-41-46-45-561 Bldg Maintenance Material	General Fund	Municipal Building	Public Works		
IDEAL LINEN INC	MOPS AND MATS	11167346	04/11/2023	133.94	
01-41-46-45-561 Bldg Maintenance Material	General Fund	Municipal Building	Public Works		
TRIANGLE ELECTRIC INC	LIGHTS IN PERMIT OFFICE	42193	03/23/2023	1,321.43	
Total Municipal Building:				1,464.96	
Total Public Works:				1,506.17	
01-61-60-44-421 Membership Dues	General Fund	Community Development	Community Develop		
FIRSTBANK CARD	APA MEMBERSHIP DUES	KUSEK 4/23	04/25/2023	355.00	04/26/2023
Total Community Development:				355.00	
01-61-62-42-294 Conferences, Cont Education	General Fund	Code Enforcement	Community Develop		
FIRSTBANK CARD	ICC TEST BUILIING INSPECTOR	KUSEK 4/23	04/25/2023	290.00	04/26/2023
01-61-62-42-294 Conferences, Cont Education	General Fund	Code Enforcement	Community Develop		
FIRSTBANK CARD	CONFERENCE LODING	KUSEK 4/23	04/25/2023	286.98	04/26/2023
Total Code Enforcement:				576.98	
Total Community Development:				931.98	
01-71-71-43-371 Contract Grounds Maintenance	General Fund	Parks	Cultural and Leisure		
ALL SEASONS LANDSCAPING LLC	CONTRACT LANDSCAPING PARKS	150064	04/24/2023	3,600.00	
01-71-71-44-479 CNTSVC Other	General Fund	Parks	Cultural and Leisure		
HANSEN'S LOCKSMITHING	REPAIR LOCK AT BOWER BALL FIE	7709	04/11/2023	314.50	
01-71-71-44-482 NRCNTSVC-Vehicle Repair Mtc	General Fund	Parks	Cultural and Leisure		
ALLIANCE MOTORS UNLIMITED, IN	BRAKE AND SHOCKS ON 2012 CHE	66366	04/11/2023	608.45	
01-71-71-44-483 NRCNTSVC-Building Public Wrks	General Fund	Parks	Cultural and Leisure		
PRO OVERHEAD DOOR CO INC	REPAIR GARAGE DOOR	5300	04/10/2023	805.09	
01-71-71-44-486 NRCNTSVC-Veh, Equip, Tire Rep	General Fund	Parks	Cultural and Leisure		
KAISER TIRE	TIRE REPAIR	7216	04/14/2023	10.00	
01-71-71-44-486 NRCNTSVC-Veh, Equip, Tire Rep	General Fund	Parks	Cultural and Leisure		
KAISER TIRE	TIRE REPAIR	7107	04/05/2023	38.00	
01-71-71-44-489 NRCNTSVC-Other Mach, Equip	General Fund	Parks	Cultural and Leisure		
MIDWEST FARM SERVICE-ALLIANC	LABOR FOR MOWER REPAIR	44089	03/30/2023	208.86	
01-71-71-45-526 Other Supplies	General Fund	Parks	Cultural and Leisure		
FARM PLAN	OTHER SUPPLIES	51123608	04/12/2023	28.37	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
01-71-71-45-526 Other Supplies	General Fund	Parks	Cultural and Leisure		
CARTER'S HOME HARDWARE & AP	OTHER SUPPLIES	19338/1	04/17/2023	49.99	
01-71-71-45-526 Other Supplies	General Fund	Parks	Cultural and Leisure		
CARTER'S HOME HARDWARE & AP	OTHER SUPPLIES	19157/1	04/05/2023	46.95	
01-71-71-45-544 Small Tools, Equipment	General Fund	Parks	Cultural and Leisure		
FARM PLAN	PRESSURE WASHER	51126259	04/18/2023	299.99	
01-71-71-45-544 Small Tools, Equipment	General Fund	Parks	Cultural and Leisure		
FARM PLAN	DRILL BITS AND CUTTING WHEELS	51121227	04/06/2023	87.89	
01-71-71-45-556 Parts-Vehicle, Mach, Equip	General Fund	Parks	Cultural and Leisure		
FARM PLAN	FUEL FILTERS	P05676	04/07/2023	67.91	
01-71-71-45-556 Parts-Vehicle, Mach, Equip	General Fund	Parks	Cultural and Leisure		
MIDWEST FARM SERVICE-ALLIANC	IGNITION PARTS	44139	04/12/2023	102.24	
01-71-71-45-556 Parts-Vehicle, Mach, Equip	General Fund	Parks	Cultural and Leisure		
DARREN'S CARQUEST AUTO PART	LIGHT BAR	2723-453839	04/05/2023	1.39	
01-71-71-45-556 Parts-Vehicle, Mach, Equip	General Fund	Parks	Cultural and Leisure		
DARREN'S CARQUEST AUTO PART	PARTS	2723-453839	04/05/2023	18.96	
01-71-71-45-558 Tires-Vehicle, Equipment	General Fund	Parks	Cultural and Leisure		
MIDWEST FARM SERVICE-ALLIANC	MOWER TIRES	44106	04/06/2023	468.59	
01-71-71-45-563 Cleaning Supplies	General Fund	Parks	Cultural and Leisure		
IDEAL LINEN INC	JANITORIAL SUPPLIES	11168323	04/18/2023	50.59	
01-71-71-46-675 Irrigation Material	General Fund	Parks	Cultural and Leisure		
BERNIES ACE HARDWARE	IRRIGATION MATERIALS	276346	04/10/2023	58.17	
01-71-71-46-675 Irrigation Material	General Fund	Parks	Cultural and Leisure		
BERNIES ACE HARDWARE	IRRIGATION MATERIALS	276502	04/12/2023	19.99	
01-71-71-46-675 Irrigation Material	General Fund	Parks	Cultural and Leisure		
BERNIES ACE HARDWARE	IRRIGATION MATERIALS	276676	04/14/2023	21.99	
01-71-71-46-675 Irrigation Material	General Fund	Parks	Cultural and Leisure		
BERNIES ACE HARDWARE	IRRIGATION MATERIALS	276889	04/18/2023	10.99	
01-71-71-59-970 Capital Outlay-Other Improv	General Fund	Parks	Cultural and Leisure		
FIELDTURF USA, INC.	ALLIANCE PARK TENNIS	150067	04/25/2023	262,663.40	
Total Parks:				269,582.31	
01-71-72-44-483 NRCNTSVC-Building Public Wrks	General Fund	Senior Center	Cultural and Leisure		
PRESTO-X	PEST CONTROL	35538859	04/19/2023	80.00	
01-71-72-45-561 Bldg Maintenance Material	General Fund	Senior Center	Cultural and Leisure		
FARM PLAN	GLUE TRAPS	51126257	04/18/2023	8.98	
Total Senior Center:				88.98	
01-71-75-44-479 CNTSVC Other	General Fund	Swimming Pool	Cultural and Leisure		
HANSEN'S LOCKSMITHING	REPAIR LOCK AT POOL	7710	07/11/2022	120.48	
01-71-75-45-544 Small Tools, Equipment	General Fund	Swimming Pool	Cultural and Leisure		
FARM PLAN	COMBINATION WRENCHES	51121227	04/06/2023	200.00	
Total Swimming Pool:				320.48	
01-71-76-44-431 Legal, Public Notices	General Fund	Knight Museum	Cultural and Leisure		
ALLIANCE TIMES HERALD	PUBLIC NOTICES	140061	04/12/2023	9.06	
01-71-76-45-561 Bldg Maintenance Material	General Fund	Knight Museum	Cultural and Leisure		
CARTER'S HOME HARDWARE & AP	BUILDING MAINTENANCE	19167/1	04/05/2023	2.62	
Total Knight Museum:				11.68	
01-71-77-44-431 Legal, Public Notices	General Fund	Library	Cultural and Leisure		
ALLIANCE TIMES HERALD	LEGAL NOTICES	150053	04/05/2023	5.75	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
01-71-77-45-563 Cleaning Supplies	General Fund	Library	Cultural and Leisure		
AMAZON CAPITAL SERVICES	CLEANING SUPPLIES	AMAZON 4/23	04/25/2023	205.44	04/26/2023
01-71-77-46-521 Books	General Fund	Library	Cultural and Leisure		
AMAZON CAPITAL SERVICES	BOOKS	AMAZON 4/23	04/25/2023	1,842.45	04/26/2023
01-71-77-46-522 Periodicals, Subscriptions	General Fund	Library	Cultural and Leisure		
AMAZON CAPITAL SERVICES	PERIODICALS	AMAZON 4/23	04/25/2023	113.16	04/26/2023
01-71-77-46-613 Audio and Visual Materials	General Fund	Library	Cultural and Leisure		
AMAZON CAPITAL SERVICES	DVDS/DISPLAY	AMAZON 4/23	04/25/2023	727.69	04/26/2023
01-71-77-59-915 Capital Outlay-Buildings	General Fund	Library	Cultural and Leisure		
PELTZ COMPANIES INC	HVAC SYSTEM REPLACEMENT	150057	04/01/2023	150,300.00	
Total Library:				153,194.49	
01-71-78-45-511 Office Supplies	General Fund	Sallows Museum	Cultural and Leisure		
NEBRASKA TOTAL OFFICE	OFFICE SUPPLIES	0121601-001	04/18/2023	50.98	
Total Sallows Museum:				50.98	
Total Cultural and Leisure Services:				423,248.92	
01-79-79-44-433 Other Advertising Services	General Fund	Marketing	Culture and Leisure		
POWER PLAY MARKETING	ADVERTISING	23011802	04/07/2023	1,200.00	
Total Marketing:				1,200.00	
01-79-80-45-526 Other Supplies	General Fund	Carhenge	Culture and Leisure		
CARTER'S HOME HARDWARE & AP	OTHER SUPPLIES	19242/1	04/11/2023	6.99	
01-79-80-45-526 Other Supplies	General Fund	Carhenge	Culture and Leisure		
CARTER'S HOME HARDWARE & AP	OTHER SUPPLIES	19222/1	04/10/2023	3.99	
01-79-80-45-526 Other Supplies	General Fund	Carhenge	Culture and Leisure		
CARTER'S HOME HARDWARE & AP	OTHER SUPPLIES	19228/1	04/10/2023	17.99	
01-79-80-46-626 Inventory Costs	General Fund	Carhenge	Culture and Leisure		
STEELBERRY INC	CARHENGES DECALS	17586	04/11/2023	1,085.00	
Total Carhenge:				1,113.97	
Total Culture and Leisure Services:				2,313.97	
Total General Fund:				431,497.30	
Electric Fund					
05-51-53-45-544 Small Tools, Equipment	Electric Fund	Urban Distribution	Utility Superintenden		
NORTHWEST PIPE FITTINGS INC	SMALL TOOLS/EQUIP	270908	04/07/2023	15.66	
05-51-53-45-556 Parts-Vehicle, Mach, Equip	Electric Fund	Urban Distribution	Utility Superintenden		
DARREN'S CARQUEST AUTO PART	PARTS VEHICLE	2723-454493	04/13/2023	19.13	
05-51-53-46-655 Street Light Mtc	Electric Fund	Urban Distribution	Utility Superintenden		
BORDER STATES ELECTRIC SUPPL	MMM C1 21 Splice Connector	926108317	04/12/2023	71.78	
05-51-53-53-948 System Rebuild, Maintenance	Electric Fund	Urban Distribution	Utility Superintenden		
RVW INC	East line rebuild. Resolution #21-129	10614	03/31/2023	182.00	
Total Urban Distribution:				288.57	
Total Utility Superintendent:				288.57	
Total Electric Fund:				288.57	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
Refuse Fund					
06-41-42-45-556 Parts-Vehicle, Mach, Equip ALLIANCE TRACTOR & IMPLEMENT	Refuse Fund	Refuse Collection 136	Public Works 04/18/2023	40.55	
06-41-42-45-556 Parts-Vehicle, Mach, Equip ALLIANCE TRACTOR & IMPLEMENT	Refuse Fund	Refuse Collection 127	Public Works 04/18/2023	47.33	
06-41-42-45-556 Parts-Vehicle, Mach, Equip DARREN'S CARQUEST AUTO PART	Refuse Fund PARTS	Refuse Collection 2723-454284	Public Works 04/11/2023	8.72	
06-41-42-45-556 Parts-Vehicle, Mach, Equip DARREN'S CARQUEST AUTO PART	Refuse Fund PARTS	Refuse Collection 2723-454660	Public Works 04/14/2023	77.01	
06-41-42-45-556 Parts-Vehicle, Mach, Equip DARREN'S CARQUEST AUTO PART	Refuse Fund PARTS	Refuse Collection 2723-454643	Public Works 04/14/2023	875.18	
06-41-42-45-556 Parts-Vehicle, Mach, Equip GSP MARKETING INC	Refuse Fund #1112 PARTS	Refuse Collection P27802	Public Works 04/17/2023	481.76	
06-41-42-47-755 Keep Alliance Beautiful KEEP ALLIANCE BEAUTIFUL	Refuse Fund 3RD QTR SUPPORT INSTALLMENT	Refuse Collection 2022-2023-3	Public Works 04/13/2023	25,000.00	
Total Refuse Collection:				26,530.55	
Total Public Works:				26,530.55	
06-51-55-42-294 Conferences, Cont Education FIRSTBANK CARD	Refuse Fund NWEA CONF OMAHA NE	Refuse Disposal FANKHAUSER	Public Works 04/25/2023	140.00	04/26/2023
06-51-55-42-294 Conferences, Cont Education FIRSTBANK CARD	Refuse Fund STAPLES PRINTER LANDFILL	Refuse Disposal FANKHAUSER	Public Works 04/25/2023	203.28	04/26/2023
06-51-55-42-294 Conferences, Cont Education CLINT FANKHAUSER	Refuse Fund SWANA CONFERENCE TO OMAHA	Refuse Disposal REIMBURSEM	Public Works 04/25/2023	512.21	04/26/2023
06-51-55-43-331 Professional Engineering Svcs SCS AQUATERRA	Refuse Fund ON CALL SUPPORT	Refuse Disposal 0463544	Public Works 03/31/2023	684.19	
06-51-55-43-383 Water Testing Services SCS AQUATERRA	Refuse Fund 2023 Groundwater Monitoring Mar 1 -	Refuse Disposal 0463587	Public Works 03/31/2023	8,464.25	
06-51-55-44-423 Database Subscriptions CAROLINA SOFTWARE	Refuse Fund SUPPORT & MAINTENANCE	Refuse Disposal 86281	Public Works 04/01/2023	200.00	
06-51-55-44-426 Operating Permits NE DEPT OF ENVIRONMENT AND E	Refuse Fund SOLID WASTE DISPOSAL QTRLY P	Refuse Disposal 38461	Public Works 03/21/2023	2,037.08	
06-51-55-44-479 CNTSVC Other RESOURCE MANAGEMENT CO INC	Refuse Fund TIRE REMOVAL	Refuse Disposal 7650	Public Works 04/07/2023	1,162.50	
06-51-55-44-479 CNTSVC Other SCALES SALES & SERVICE LLC	Refuse Fund TEST AND INSPECTION	Refuse Disposal 34728	Public Works 03/31/2023	1,011.00	
06-51-55-44-486 NRCNTSVC-Veh, Equip, Tire Rep PANHANDLE FAB INC.	Refuse Fund TRUCK 1112 REPAIR	Refuse Disposal 45315	Public Works 04/10/2023	35.00	
06-51-55-45-511 Office Supplies NEBRASKA TOTAL OFFICE	Refuse Fund OFFICE SUPPLIES	Refuse Disposal 0121554-001	Public Works 04/13/2023	75.52	
06-51-55-45-526 Other Supplies FIRSTBANK CARD	Refuse Fund EMBASSY SUITES LODGING OMAH	Refuse Disposal FANKHAUSER	Public Works 04/25/2023	185.98	04/26/2023
06-51-55-45-526 Other Supplies IDEAL LINEN INC	Refuse Fund SUPPLIES	Refuse Disposal 11166882	Public Works 04/06/2023	25.84	
06-51-55-45-526 Other Supplies IDEAL LINEN INC	Refuse Fund SUPPLIES	Refuse Disposal 11167830	Public Works 04/13/2023	25.84	
06-51-55-45-526 Other Supplies IDEAL LINEN INC	Refuse Fund SUPPLIES	Refuse Disposal 11165904	Public Works 03/30/2023	24.84	
06-51-55-45-531 Uniforms IDEAL LINEN INC	Refuse Fund SUPPLIES	Refuse Disposal 11166882	Public Works 04/06/2023	71.54	
06-51-55-45-531 Uniforms IDEAL LINEN INC	Refuse Fund SUPPLIES	Refuse Disposal 11165904	Public Works 03/30/2023	68.77	
06-51-55-45-531 Uniforms IDEAL LINEN INC	Refuse Fund SUPPLIES	Refuse Disposal 11167830	Public Works 04/13/2023	71.54	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
06-51-55-45-556 Parts-Vehicle, Mach, Equip ACCENT WIRE PRODUCTS INC	Refuse Fund PARTS	Refuse Disposal 9994047	Public Works 04/11/2023	469.66	
06-51-55-45-556 Parts-Vehicle, Mach, Equip BERNIES ACE HARDWARE	Refuse Fund PARTS	Refuse Disposal 276382	Public Works 04/10/2023	74.99	
06-51-55-45-556 Parts-Vehicle, Mach, Equip FARM PLAN	Refuse Fund	Refuse Disposal 51122419	Public Works 04/10/2023	29.95	
06-51-55-45-556 Parts-Vehicle, Mach, Equip CARTER'S HOME HARDWARE & AP	Refuse Fund PARTS	Refuse Disposal 19339/1	Public Works 04/17/2023	7.99	
06-51-55-45-556 Parts-Vehicle, Mach, Equip CARTER'S HOME HARDWARE & AP	Refuse Fund PARTS	Refuse Disposal 19229/1	Public Works 04/10/2023	1.20	
06-51-55-45-556 Parts-Vehicle, Mach, Equip CARTER'S HOME HARDWARE & AP	Refuse Fund PARTS	Refuse Disposal 19314/1	Public Works 04/15/2023	.69	
06-51-55-45-556 Parts-Vehicle, Mach, Equip CARTER'S HOME HARDWARE & AP	Refuse Fund PARTS	Refuse Disposal 19312/1	Public Works 04/15/2023	3.99	
06-51-55-45-561 Bldg Maintenance Material JACK'S REFRIGERATION INC	Refuse Fund AC REPAIR	Refuse Disposal 63517	Public Works 04/14/2023	2,035.65	
Total Refuse Disposal:				17,623.50	
Total Public Works:				17,623.50	
Total Refuse Fund:				44,154.05	
Sewer Fund					
07-52-58-42-294 Conferences, Cont Education FIRSTBANK CARD	Sewer Fund CONFERENCE MEALS	Sewer GRANT 4/23	Public Works 04/25/2023	69.77	04/26/2023
07-52-58-42-294 Conferences, Cont Education FIRSTBANK CARD	Sewer Fund LODING CONF OMAHA	Sewer GRANT 4/23	Public Works 04/25/2023	655.13	04/26/2023
07-52-58-42-294 Conferences, Cont Education NE DEPT OF ENVIRONMENT AND E	Sewer Fund WATER OPERATOR LICENSE	Sewer 150065	Public Works 04/25/2023	115.00	
07-52-58-43-383 Water Testing Services ENVIRO SERVICE INC	Sewer Fund TESTING	Sewer 2300406	Public Works 04/14/2023	27.00	
07-52-58-44-482 NRCNTSVC-Vehicle Repair Mtc WOLF FORD OF ALLIANCE	Sewer Fund OIL CHANGE	Sewer 47152	Public Works 03/16/2023	60.40	
07-52-58-45-526 Other Supplies IDEAL LINEN INC	Sewer Fund TOWELS	Sewer 11168291	Public Works 04/18/2023	48.88	
07-52-58-45-544 Small Tools, Equipment BLOEDORN LUMBER - ALLIANCE	Sewer Fund TOOLS	Sewer 7442191	Public Works 03/02/2023	28.48	
07-52-58-45-556 Parts-Vehicle, Mach, Equip FIRSTBANK CARD	Sewer Fund SMITH AND LOVELESS SEWER RE	Sewer GRANT 4/23	Public Works 04/25/2023	720.00	04/26/2023
Total Sewer:				1,724.66	
Total Public Works:				1,724.66	
Total Sewer Fund:				1,724.66	
Water Fund					
08-52-51-44-482 NRCNTSVC-Vehicle Repair Mtc WOLF FORD OF ALLIANCE	Water Fund OIL CHANGE	Water Treatment 47143	Public Works 03/16/2023	64.35	
08-52-51-45-544 Small Tools, Equipment FARM PLAN	Water Fund SMALL TOOLS/EQUIP	Water Treatment 51124461	Public Works 04/14/2023	5.75	
08-52-51-45-556 Parts-Vehicle, Mach, Equip CARTER'S HOME HARDWARE & AP	Water Fund PARTS	Water Treatment 19162/1	Public Works 04/05/2023	21.98	
08-52-51-46-629 Other Chemicals HAWKINS INC	Water Fund CHEMICAL	Water Treatment 6433184	Public Works 03/28/2023	561.35	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
08-52-51-46-629 Other Chemicals HAWKINS INC	Water Fund	Water Treatment	Public Works	6433184 03/28/2023	706.88
Total Water Treatment:				1,360.31	
08-52-52-42-294 Conferences, Cont Education FIRSTBANK CARD	Water Fund	Distribution	Public Works	CONFERENCE MEALS SWEDEEN 4/2	04/25/2023 90.29
08-52-52-42-294 Conferences, Cont Education FIRSTBANK CARD	Water Fund	Distribution	Public Works	CONFERENCE LODING SWEDEEN 4/2	04/25/2023 341.58
08-52-52-42-294 Conferences, Cont Education NE DEPT OF ENVIRONMENT AND E	Water Fund	Distribution	Public Works	GRADE 4 COURSE 150056	04/04/2023 80.00
08-52-52-42-294 Conferences, Cont Education ERIC GOSNELL	Water Fund	Distribution	Public Works	TRAVEL FOR CONF NORTH PLATTE REIMBURSEM	04/25/2023 218.77
08-52-52-43-383 Water Testing Services FIRSTBANK CARD	Water Fund	Distribution	Public Works	USPS MAILING MULLINS 4/23	04/25/2023 45.00
08-52-52-43-383 Water Testing Services FIRSTBANK CARD	Water Fund	Distribution	Public Works	USPS MAILING SWEDEEN 4/2	04/25/2023 125.80
Total Distribution:				901.44	
Total Public Works:				2,261.75	
Total Water Fund:				2,261.75	
Golf Course					
21-71-75-43-373 Contract Custodial Services HP CLEANING AND SEWING	Golf Course	Golf Course	Cultural and Leisure	CLEANING SERVICES 42023SV	04/20/2023 750.00
21-71-75-44-479 CNTSVC Other ALL SEASONS LANDSCAPING LLC	Golf Course	Golf Course	Cultural and Leisure	CONTRACT LANDSCAPING 150064	04/24/2023 400.00
21-71-75-44-483 NRCNTSVC-Building Public Wrks CULLIGAN WATER CONDITIONING	Golf Course	Golf Course	Cultural and Leisure	TANK FOR POTTABLE WATER 0162378	04/19/2023 323.00
21-71-75-44-489 NRCNTSVC-Other Mach, Equip WESTERN VALLEY IRRIGATION	Golf Course	Golf Course	Cultural and Leisure	LITHIUM BATTERY PACK 65225	04/12/2023 181.20
21-71-75-45-511 Office Supplies NEBRASKA TOTAL OFFICE	Golf Course	Golf Course	Cultural and Leisure	PAPER ROLLS 0121598-001	04/20/2023 265.66
21-71-75-45-526 Other Supplies FARM PLAN	Golf Course	Golf Course	Cultural and Leisure	OTHER SUPPLIES 1113070	03/14/2023 70.29
21-71-75-45-556 Parts-Vehicle, Mach, Equip STURDEVANT'S AUTO PARTS	Golf Course	Golf Course	Cultural and Leisure	FUEL FILTERS 834003365	04/14/2023 196.87
21-71-75-45-556 Parts-Vehicle, Mach, Equip STURDEVANT'S AUTO PARTS	Golf Course	Golf Course	Cultural and Leisure	PARTS 834003365	04/14/2023 73.93
21-71-75-45-557 Cart Barn Fuel WESTCO	Golf Course	Golf Course	Cultural and Leisure	CART BARN FUEL U3322340	04/10/2023 920.34
21-71-75-46-625 Concession Supplies GROCERY KART INC	Golf Course	Golf Course	Cultural and Leisure	CONCESSION SUPPLIES 8113	04/11/2023 200.00
21-71-75-46-625 Concession Supplies GROCERY KART INC	Golf Course	Golf Course	Cultural and Leisure	CONCESSION SUPPLIES 4209	04/14/2023 75.00
21-71-75-46-625 Concession Supplies GROCERY KART INC	Golf Course	Golf Course	Cultural and Leisure	CONCESSION SUPPLIES 8113	04/11/2023 26.00
21-71-75-46-625 Concession Supplies HARRIS SALES COMPANY	Golf Course	Golf Course	Cultural and Leisure	CREDIT-RETURNS 117296	11/22/2022 105.01-
21-71-75-46-625 Concession Supplies HARRIS SALES COMPANY	Golf Course	Golf Course	Cultural and Leisure	CONCESSIONS 1176555	04/05/2023 115.46
21-71-75-46-625 Concession Supplies HARRIS SALES COMPANY	Golf Course	Golf Course	Cultural and Leisure	CONCESSIONS 1176555	04/05/2023 513.93
21-71-75-46-625 Concession Supplies PEPSI COLA OF WESTERN NEBRA	Golf Course	Golf Course	Cultural and Leisure	PEPSI PRODUCTS 5100109919	04/14/2023 500.00

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
21-71-75-46-625 Concession Supplies	Golf Course	Golf Course	Cultural and Leisure		
PEPSI COLA OF WESTERN NEBRA	PEPSI PRODUCTS	5100109919	04/14/2023	35.37	
21-71-75-46-626 Inventory Costs	Golf Course	Golf Course	Cultural and Leisure		
VW GOLF INC	SOLVENT AND TAPE	69520	04/07/2023	77.62	
21-71-75-46-626 Inventory Costs	Golf Course	Golf Course	Cultural and Leisure		
ACUSHNET COMPANY	PHANTOM X RH	915380906	04/05/2023	930.67	
21-71-75-46-626 Inventory Costs	Golf Course	Golf Course	Cultural and Leisure		
ACUSHNET COMPANY	GOLF BALLS	915433158	04/11/2023	254.77	
21-71-75-46-626 Inventory Costs	Golf Course	Golf Course	Cultural and Leisure		
ACUSHNET COMPANY	TOUR AUSSIE WHITE	915302530	03/28/2023	84.96	
21-71-75-46-626 Inventory Costs	Golf Course	Golf Course	Cultural and Leisure		
CALLAWAY GOLF SALES CO	DEMO SETS	936249038	04/01/2023	367.45	
21-71-75-46-626 Inventory Costs	Golf Course	Golf Course	Cultural and Leisure		
CALLAWAY GOLF SALES CO	PREBOOK EQUIPMENT	936273569	04/04/2023	889.20	
21-71-75-46-626 Inventory Costs	Golf Course	Golf Course	Cultural and Leisure		
CALLAWAY GOLF SALES CO	PREBOOK EQUIPMENT	936258315	04/03/2023	444.60	
21-71-75-46-626 Inventory Costs	Golf Course	Golf Course	Cultural and Leisure		
CALLAWAY GOLF SALES CO	PREBOOK BALLS	936258314	04/03/2023	237.60	
21-71-75-46-626 Inventory Costs	Golf Course	Golf Course	Cultural and Leisure		
CALLAWAY GOLF SALES CO	DEMO SETS	936237565	03/30/2023	223.10	
21-71-75-46-626 Inventory Costs	Golf Course	Golf Course	Cultural and Leisure		
CALLAWAY GOLF SALES CO	PREBOOK BALLS	936249037	04/01/2023	475.20	
21-71-75-46-626 Inventory Costs	Golf Course	Golf Course	Cultural and Leisure		
TIFOSI OPTICS INC	SUNGLASSES	PSI0216464	03/31/2023	343.50	
21-71-75-46-626 Inventory Costs	Golf Course	Golf Course	Cultural and Leisure		
VANTAGE APPAREL	CAPS	N1543656	04/18/2023	518.17	
21-71-75-46-627 Special Order Costs	Golf Course	Golf Course	Cultural and Leisure		
STEELBERRY INC	SKYVIEW LOGO DECAL	17607	04/11/2023	115.00	
21-71-75-46-627 Special Order Costs	Golf Course	Golf Course	Cultural and Leisure		
VW GOLF INC	SPECIAL ORDER	69679	04/14/2023	129.09	
21-71-75-46-627 Special Order Costs	Golf Course	Golf Course	Cultural and Leisure		
VW GOLF INC	SPECIAL ORDER TRAXION TOUR	69496	04/06/2023	136.11	
21-71-75-46-627 Special Order Costs	Golf Course	Golf Course	Cultural and Leisure		
CALLAWAY GOLF SALES CO	SPECIAL ORDER MARK PALMER	936338731	04/14/2023	216.00	
21-71-75-46-627 Special Order Costs	Golf Course	Golf Course	Cultural and Leisure		
TOUR EDGE GOLF MFG INC	SPECIAL ORDER WILL HARRIS	IN-01629558	04/10/2023	138.00	
21-71-75-46-627 Special Order Costs	Golf Course	Golf Course	Cultural and Leisure		
TOUR EDGE GOLF MFG INC	SPECIAL ORDER SHELMDINE	IN-01629507	04/10/2023	138.00	
21-71-75-46-627 Special Order Costs	Golf Course	Golf Course	Cultural and Leisure		
TOUR EDGE GOLF MFG INC	SPECIAL ORDER COLLINS	IN-01629875	04/11/2023	165.00	
21-71-75-46-627 Special Order Costs	Golf Course	Golf Course	Cultural and Leisure		
BRIDGESTONE GOLF INC	SPECIAL ORDER AJ MASER	INV-100315466	03/31/2023	168.35	
Total Golf Course:				10,594.43	
Total Cultural and Leisure Services:				10,594.43	
Total Golf Course:				10,594.43	
Airport					
22-41-43-44-443 Refuse	Airport	Airport Operations	Airport		
H & H SANITATION & RECYCLING	AIRPORT REFUSE COLLECTION	43020	04/25/2023	58.50	
22-41-43-45-534 Safety Commodities	Airport	Airport Operations	Airport		
NE SAFETY & FIRE EQUIPMENT IN	FIRE ALARM INSPECTION	112567	04/20/2023	135.00	
22-41-43-45-556 Parts-Vehicle, Mach, Equip	Airport	Airport Operations	Airport		
STURDEVANT'S AUTO PARTS	PARTS	834003574	04/19/2023	161.10	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
22-41-43-45-556 Parts-Vehicle, Mach, Equip STURDEVANT'S AUTO PARTS	Airport PARTS	Airport Operations 834003658	Airport 04/21/2023	65.21	
22-41-43-45-561 Bldg Maintenance Material BERNIES ACE HARDWARE	Airport BUILDING MAINTENANCE	Airport Operations 276771	Airport 04/17/2023	19.99	
22-41-43-45-561 Bldg Maintenance Material CARTER'S HOME HARDWARE & AP	Airport BUILDING MAINTENANCE	Airport Operations 19262/1	Airport 04/12/2023	65.48	
22-41-43-45-561 Bldg Maintenance Material CARTER'S HOME HARDWARE & AP	Airport BUILDING MAINTENANCE	Airport Operations 19345/1	Airport 04/17/2023	1.10	
22-41-43-45-575 AOA Ground Maintenance BERNIES ACE HARDWARE	Airport GATE PARTS	Airport Operations 276520	Airport 04/12/2023	20.60	
Total Airport Operations:				526.98	
Total Airport:				526.98	
Total Airport:				526.98	
Public Transit Fund					
23-72-71-44-482 NRCNTSVC-Vehicle Repair Mtc RED BEARD GARAGE	Public Transit Fund UNIT 1 REPAIRS	Transit - Administration 8017	Public Works 04/12/2023	1,453.93	
23-72-71-45-511 Office Supplies NEBRASKA TOTAL OFFICE	Public Transit Fund OFFICE SUPPLIES	Transit - Administration 0121545-001	Public Works 04/12/2023	23.32	
23-72-71-45-526 Other Nonoperating Sup/Expense FIRSTBANK CARD	Public Transit Fund SWIFFERJET REFILLS-VEHICLE CL	Transit - Administration POHLMAN 4/2	Public Works 04/25/2023	11.01	04/26/2023
23-72-71-45-526 Other Nonoperating Sup/Expense DARREN'S CARQUEST AUTO PART	Public Transit Fund PARTS	Transit - Administration 2723-455326	Public Works 04/24/2023	25.00	
23-72-71-45-526 Other Nonoperating Sup/Expense O'REILLY AUTO PARTS	Public Transit Fund PARTS	Transit - Administration 6010-167455	Public Works 03/31/2023	129.99	
Total Transit - Administration:				1,643.25	
Total Public Works:				1,643.25	
Total Public Transit Fund:				1,643.25	
Street Fund					
24-41-41-44-486 NRCNTSVC-Veh, Equip, Tire Rep BOLEK-BILT LLC	Street Fund SNOWPLOW REPAIRS	Streets 3198	Public Works 04/17/2023	759.50	
24-41-41-45-543 Small Tools, Equipment BLOEDORN LUMBER - ALLIANCE	Street Fund TOOLS	Streets 7511215	Public Works 04/19/2023	18.47	
24-41-41-45-556 Parts-Vehicle, Mach, Equip TWIN CITY AUTO	Street Fund PARTS	Streets 0058004	Public Works 04/07/2023	438.28	
24-41-41-45-556 Parts-Vehicle, Mach, Equip DARREN'S CARQUEST AUTO PART	Street Fund PARTS	Streets 2723-454763	Public Works 04/17/2023	8.29	
24-41-41-45-563 Cleaning Supplies IDEAL LINEN INC	Street Fund TOWELS	Streets 11167339	Public Works 04/11/2023	48.88	
Total Streets:				1,273.42	
Total Public Works:				1,273.42	
Total Street Fund:				1,273.42	
Retired Senior Vol Program					
26-71-70-42-243 Employee Background Checks FIRSTBANK CARD	Retired Senior Vol P FIELDPRINT FINGERPRINT BACKG	Retired Senior Vol Program MAYHEW 4/23	Cultural and Leisure 04/25/2023	27.75	04/26/2023

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
Total Retired Senior Vol Program:				27.75	
Total Cultural and Leisure Services:				27.75	
Total Retired Senior Vol Program:				27.75	
Economic Development Fund					
35-61-64-43-313 Other Attorney Fees - ED	Economic Develop	Economic Development Support	Community Develop		
SIMMONS OLSEN LAW FIRM, P.C.	PRAIRE SKY SEED/LB840 APPLICA	805655	03/31/2023	40.50	
35-61-64-43-313 Other Attorney Fees - ED	Economic Develop	Economic Development Support	Community Develop		
SIMMONS OLSEN LAW FIRM, P.C.	HEARTLAND FLATS MALL/TIFF	805564	03/31/2023	2,747.50	
Total Economic Development Support:				2,788.00	
Total Community Development:				2,788.00	
Total Economic Development Fund:				2,788.00	
Capital Projects Fund					
41-41-46-59-915 Capital Outlay-Buildings	Capital Projects Fun	Municipal Building	Public Facilities		
APEX APPRAISAL OF NEBRASKA	HOMESTEAD ADDITION	150066	04/20/2023	600.00	
Total Municipal Building:				600.00	
Total Public Facilities:				600.00	
Total Capital Projects Fund:				600.00	
Adminstration Internal Service					
51-13-13-42-292 Interviewing Expense	Adminstration Intern	Personnel	Personnel		
FIRSTBANK CARD	NSP CRIMINAL BACKGROUND	MAYHEW 4/23	04/25/2023	15.50	04/26/2023
51-13-13-42-294 Conferences, Cont Education	Adminstration Intern	Personnel	Personnel		
FIRSTBANK CARD	WNRMA ANNUAL CONFERENCE	MAYHEW 4/23	04/25/2023	240.00	04/26/2023
51-13-13-42-294 Conferences, Cont Education	Adminstration Intern	Personnel	Personnel		
FIRSTBANK CARD	HRNE ANNUAL CONFERENCE	MAYHEW 4/23	04/25/2023	200.00	04/26/2023
51-13-13-43-381 DOT Testing	Adminstration Intern	Personnel	Personnel		
BOX BUTTE GENERAL HOSPITAL	DRUG AND ALCOHOL TESTING	64970-0048	03/15/2023	99.50	
51-13-13-43-381 DOT Testing	Adminstration Intern	Personnel	Personnel		
FIRSTBANK CARD	FMCSA DRUG & ALCH CLEARINGH	MAYHEW 4/23	04/25/2023	25.00	04/26/2023
51-13-13-43-381 DOT Testing	Adminstration Intern	Personnel	Personnel		
WPCI	DOT DRUG TESTING	S156941	03/31/2023	33.00	
51-13-13-43-385 Civil Service	Adminstration Intern	Personnel	Personnel		
ALLIANCE TIMES HERALD	LEGAL AD	150054	04/05/2023	9.63	
Total Personnel:				622.63	
Total Personnel:				622.63	
51-14-14-43-311 City Attorney Retainer	Adminstration Intern	Legal	Legal		
SIMMONS OLSEN LAW FIRM, P.C.	RETAINER	805653	03/31/2023	6,153.70	
51-14-14-43-315 City Prosecutor	Adminstration Intern	Legal	Legal		
SIMMONS OLSEN LAW FIRM, P.C.	2023 PROSECUTIONS	805656	03/31/2023	313.50	
Total Legal:				6,467.20	

GL Account and Title Vendor Name	Segment Fund Description	Segment Under Dept Invoice Number	Segment Department Invoice Date	Net Invoice Amount	Date Paid
Total Legal:				6,467.20	
51-17-17-44-457 Internet Operating Expense	Administration Intern MIS		Technology		
TELECOM WEST INC	WIRELESS INTERNET - LANDFILL	281580APRIL	04/02/2023	80.50	
51-17-17-44-457 Internet Operating Expense	Administration Intern MIS		Technology		
TELECOM WEST INC	WIRELESS INTERNET - LANDFILL	281574M	03/02/2023	80.50	
Total MIS:				161.00	
Total Technology:				161.00	
51-21-21-44-431 Legal, Public Notices	Administration Intern Accounting		Finance		
ALLIANCE TIMES HERALD	CITY CLAIMS	150062	04/12/2023	34.84	
Total Accounting:				34.84	
Total Finance:				34.84	
Total Administration Internal Service:				7,285.67	
Enterprise Internal Service					
55-21-23-45-511 Office Supplies	Enterprise Internal S	Utility Customer Service	Finance		
STAPLES	TONER	8069934275	04/14/2023	248.46	
55-21-23-45-511 Office Supplies	Enterprise Internal S	Utility Customer Service	Finance		
STAPLES	INK	8069863264	04/07/2023	102.35	
Total Utility Customer Service:				350.81	
55-21-24-45-534 Safety Commodities	Enterprise Internal S	Meter Reading	Finance		
FARM PLAN	SAFETY SUPPLIES	51126889	04/20/2023	5.99	
Total Meter Reading:				5.99	
Total Finance:				356.80	
55-51-56-43-379 Other Contract Operating Svcs	Enterprise Internal S	Warehouse	Utilitiy Superintenden		
IDEAL LINEN INC	MOPS	11167352	04/11/2023	62.81	
55-51-56-43-379 Other Contract Operating Svcs	Enterprise Internal S	Warehouse	Utilitiy Superintenden		
IDEAL LINEN INC	MOPS AND MATS	11168294	04/18/2023	77.60	
Total Warehouse:				140.41	
Total Utilitiy Superintendent:				140.41	
Total Enterprise Internal Service:				497.21	
Grand Totals:				505,163.04	

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

Mayor: _____

City Manager: _____

City Treasurer: _____

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

PAYROLL COSTS TO BE REPORTED TO COUNCIL

PAY DATE: 4/21/2023

GROSS PAYROLL

\$ 225,686.83

(GET FROM SINGLE LINE SUMMARY REPORT)

EMPLOYER COSTS

(GET FROM BENEFITS REGISTER REPORT)

FICA \$ 12,525.49

MEDICARE \$ 3,122.19

POLICE PENSION - PRINCIPAL \$ 2,485.26

FIRE PENSION - PRINCIPAL \$ 1,820.01

GENERAL PENSION - PRINCIPAL \$ 7,739.15

ICMA CITY MANAGER PENSION \$ 323.09

H S A SANDHILLS STATE BANK

HEALTH/LIFE INSURANCE - HEALTH FUND

TOTAL BENEFITS \$ 28,015.19

TOTAL PAYROLL COSTS

\$ 253,702.02

CITY CLERK

PAYROLL COSTS TO BE REPORTED TO COUNCIL

PAY DATE: **4/25/2023**

GROSS PAYROLL

\$ 750.00

(GET FROM SINGLE LINE SUMMARY REPORT)

EMPLOYER COSTS

(GET FROM BENEFITS REGISTER REPORT)

FICA \$ 46.50

MEDICARE \$ 10.88

POLICE PENSION - PRINCIPAL

FIRE PENSION - PRINCIPAL

GENERAL PENSION - PRINCIPAL \$ 45.00

ICMA CITY MANAGER PENSION

H S A SANDHILLS STATE BANK

HEALTH/LIFE INSURANCE - HEALTH FUND

TOTAL BENEFITS \$ 102.38

TOTAL PAYROLL COSTS

\$ 852.38

CITY CLERK

Narrative

May 2, 2023



RESOLUTION - PURCHASE OF PEDESTRIAN ACTIVATED CROSSWALK SIGNALS AND SIGNS FROM TAPCO THROUGH OMNIA COOPERATIVE PURCHASING IN THE AMOUNT OF \$68,057.90.

Identified in the capital improvement plan for FY 2022-2023, and as part of the Council's 5-year Strategic Plan to improve walkability and safety, it is proposed to install seven pedestrian-activated crosswalk signals and signs along the Snake Creek Trail to improve the visibility of pedestrians at intersections and improve communication between pedestrians and vehicles.

It is proposed to purchase this system from TAPCO through the OMNIA Cooperative Purchasing Contract (of which we are already a member) in the amount of \$68,057.90.

The systems are solar powered and activated via bulldog push buttons. To warn drivers, each pole will have one 12" yellow beacon that activates for 20 seconds. While we had originally hoped to integrate IR bollards into this project (to allow free-flow of pedestrian traffic), they were cost-prohibitive at \$122,500 (\$17,500 each), and were therefore excluded from the purchase request. Each set will include a solar panel, cabinet and wireless radios. TAPCO is also providing the 4.5" OD poles, static signs, and brackets to mount them. The City will be responsible for the installation of poles and hardware.



Seven locations have been chosen as part of the north-south Snake Creek trail for placing activated crosswalk signs:

1. 18th and Box Butte (N-S)
2. Box Butte and 18th (E-W)
3. 14th Street (N-S)
4. 12th Street (N-S)
5. 10th and Sweetwater (N-S)
6. 9th and Sweetwater (N-S)
7. 8th and Sweetwater (N-S)

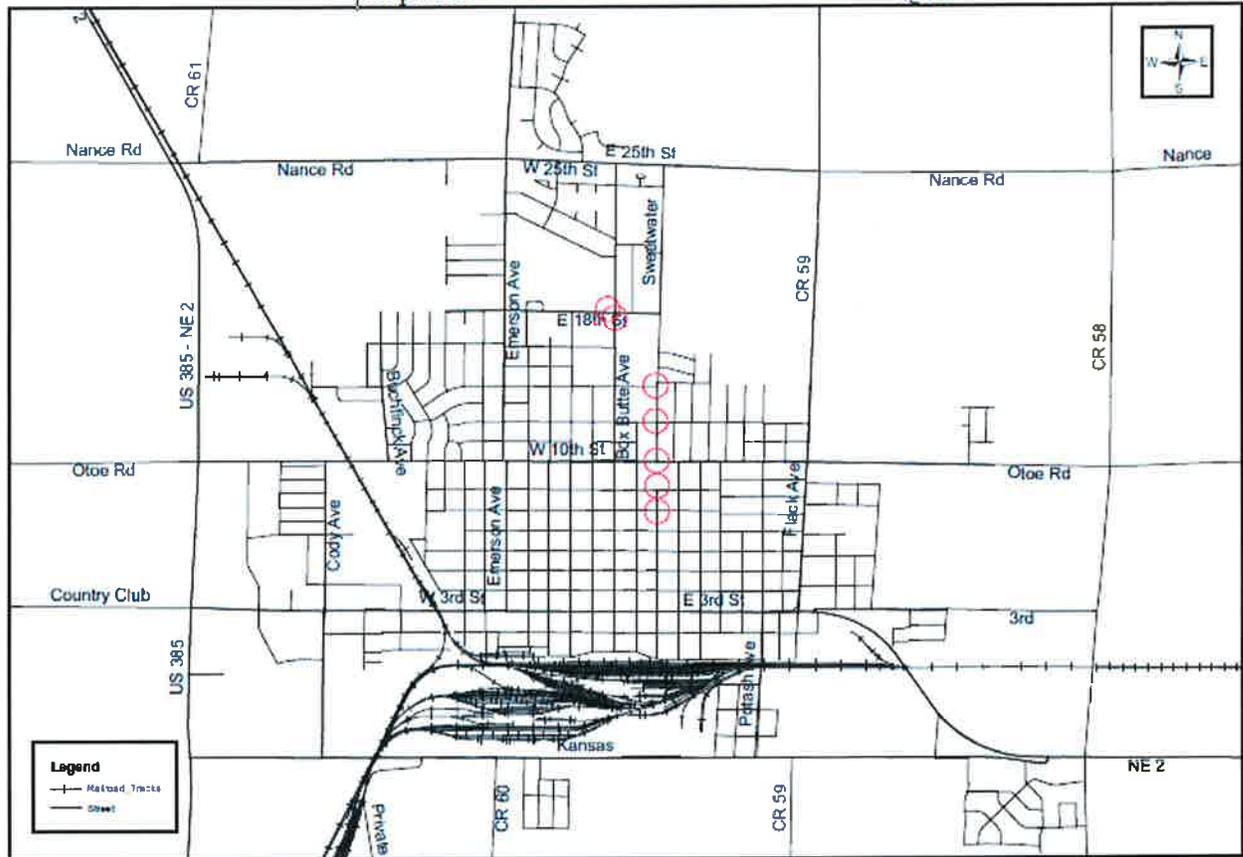
Each location will have a set of lights and signs for each direction of traffic. Using the proposed setup, no additional power source or wiring will be needed as the lights will be activated from either end via radio signal. Pricing includes shipping.

The FY22-23 budgeted amount for this project, which also anticipates construction of sidewalks and delineating bike paths is \$200,000. Following the purchase of this system, \$131,942.10 will remain for other improvements.

Narrative May 2, 2023



Proposed Pedestrian-Activated Crosswalk Signs



0 425 850 1,700 2,550 3,400 Feet
1 inch = 2,201.42 Feet



RECOMMENDATION: APPROVE THE RESOLUTION AUTHORIZING THE EXPENDITURE OF \$ 68,057.90 FOR PURCHASE OF SEVEN (7) PEDESTRIAN-ACTIVATED CROSSING SIGNS FROM TAPCO THROUGH THE OMNIA COOPERATIVE PURCHASING CONTRACT.

RESOLUTION NO. 23-29

WHEREAS, The City of Alliance desires to provide safe transportation options for all citizens and visitors of our community; and

WHEREAS, The City Council has included walkability and safety as a focus in its 5-year Strategic Plan; and

WHEREAS, Funding in the amount of \$200,000 has been budgeted in fiscal year 2022-2023 for installation of sidewalk, trail and crossing lights; and

WHEREAS, Staff obtained a quote from TAPCO through the OMNIA Cooperative Purchasing Agreement, of which the City is a member, for pedestrian-activated signals and signs sufficient for seven locations along the Snake Creek Trail in the amount of Sixty-Eight Thousand, Fifty-Seven Dollars and Ninety cents (\$68,057.90); and

WHEREAS, The City desires to purchase and install these signals to improve visibility of pedestrians and bolster communication between pedestrians and vehicles as a means to encourage safety.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of Alliance, Nebraska, that the purchase of seven sets of pedestrian-activated signals, with associated signs, poles, hardware, etc. from TAPCO through the OMNIA Cooperative Purchasing Agreement be accepted, with a total purchase amount not to exceed Sixty-Eight Thousand, Fifty-Seven Dollars and Ninety cents (\$68,057.90), is hereby approved.

PASSED AND APPROVED this 2nd day of May, 2023.

Brian Mischnick, Vice-Mayor

(SEAL)

Attest: _____
Shelbi Pitt, Interim City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Office, Legal Counsel



Safe travels:

Traffic and Parking Control Co., Inc.
5100 West Brown Deer Rd
Brown Deer, WI 53223
Phone No.:800-236-0112
E-Mail: info@tapconet.com

SALES QUOTE

SALES QUOTE DATE

4/12/2023

SALES QUOTE NUMBER

Q22001395

CUSTOMER NO.

C30634

Page: 1

BILL TO

City of Alliance
1313 West First Street
ALLIANCE, NE 69301
United States of America

SHIP TO

City of Alliance
1313 West First Street
Alliance, NE 69301
United States of America

SHIP VIA

UPS

TERMS

Net 30 DAYS

SALESPERSON

Kieven Sperry

VALID UNTIL

5/12/2023

Item/Description	U/M	Quantity	Unit Price	Total Price
SS BlinkerBeacon Crosswalk w/ PushButton & Safewalk				
500593 Controller, 12V, Sun saver, 108045, Hollow, Radio, 12V Relay, SW Illum	Each	14	1,700.00	23,800.00
2180-BRKT-R Cabinet Bracket Set, Fits Round Poles 2-3/8 & Up, Standard Hardware, Brackets, & Snap Locks	Each	14	38.95	545.30
SLR-55-B 55W/12V Solar Panel Package, Top Of Pole Mount 4.5 Dia.	Each	14	550.00	7,700.00
101494 Battery, Universal battery, Solar 12V 50Ah AGM UB12500 - Internal Thread	Each	14	295.00	4,130.00
2180-BBSAY-LU BlinkerBeacon, Single Assembly, Vertical Mount Amber LED, Yellow Housing, Yellow Aluminum Arms	Each	14	550.00	7,700.00
101620 Push Button Bulldog Add-On Option Kit Yellow, With LED	Kit	14	200.00	2,800.00
143402 SafeWalk Illuminator Assembly with Mounting Kit	Each	14	250.00	3,500.00
304088 W11-15,30"x30"x.080 DG3 FYG Bicycle/Pedestrian	Each	14	104.95	1,469.30

All prices are listed in US Dollar (USD)

For terms and conditions, please visit <https://tapconet.com/terms-conditions>



Safe travels:

Traffic and Parking Control Co., Inc.
5100 West Brown Deer Rd
Brown Deer, WI 53223
Phone No.:800-236-0112
E-Mail: info@tapconet.com

SALES QUOTE

SALES QUOTE DATE

4/12/2023

SALES QUOTE NUMBER

Q22001395

CUSTOMER NO.

C30634

Page: 2

BILL TO

City of Alliance
1313 West First Street
ALLIANCE, NE 69301
United States of America

SHIP TO

City of Alliance
1313 West First Street
Alliance, NE 69301
United States of America

SHIP VIA

UPS

TERMS

Net 30 DAYS

SALESPERSON

Kieven Sperry

VALID UNTIL

5/12/2023

Item/Description	U/M	Quantity	Unit Price	Total Price
373-01759 W16-7PL,24"x12"x.080 DG3 FYG,Down Diagonal Left Arrow (Fed Spec) Sign	Each	14	34.95	489.30
373-13 Standard Aluminum Pole, 13' Schedule 40 6061-T6 4.5" O.D. T.O.E.	Each	14	850.00	11,900.00
203-00014 Base,Aluminum Square Pedestal, No Paint Door, SP-5444-PNC	Each	14		
3177-00042 J-Bolt,1"x 42"+4" ATSM F1554 GR-105 92k 12" Thread Full Galvanized with Nut & Lock Washer	Each	56		
030-00006 Washer Flat 1-1/16"ID x2.5OD"x.125" Galvanized For 1" A/B, for use w/ J-bolts (not incl)	Each	56		
139916 Sign Mounting Kit, Z-Bracket, 4.5", Anti-Vandal, Mounts One Blinker or Static Sign to 4.5" OD Pole	Each	28	33.00	924.00

Furnish only quote. Installation is not included.
Solar powered equipment requires no shading
or obstructions

Location at E 12th May Need Solar Site Survey Before Ordering

TAPCO will make every effort to ship all systems
in normal process; however, as a result of global

All prices are listed in US Dollar (USD)
For terms and conditions, please visit <https://tapconet.com/terms-conditions>



Safe travels:

Traffic and Parking Control Co., Inc.
5100 West Brown Deer Rd
Brown Deer, WI 53223
Phone No.:800-236-0112
E-Mail: info@tapconet.com

SALES QUOTE

SALES QUOTE DATE

4/12/2023

SALES QUOTE NUMBER

Q22001395

CUSTOMER NO.

C30634

Page: 3

BILL TO

City of Alliance
1313 West First Street
ALLIANCE, NE 69301
United States of America

SHIP TO

City of Alliance
1313 West First Street
Alliance, NE 69301
United States of America

SHIP VIA

UPS

TERMS

Net 30 DAYS

SALESPERSON

Kieven Sperry

VALID UNTIL

5/12/2023

Item/Description	U/M	Quantity	Unit Price	Total Price
supply chain constraints some components might be impacted by extended lead times.				
3200-0000 FREIGHT SALES TAPCO OMNIA Partners Contract # 2020-200 City of Alliance ID Number 2508935		1	3,100.00	3,100.00

Subtotal:	68057.90
Invoice Discount:	0.00
Total Sales Tax:	0.00
Total:	68,057.90

All prices are listed in US Dollar (USD)
For terms and conditions, please visit <https://tapconet.com/terms-conditions>



Building the Best Hometown in America®

PROCLAMATION

WHEREAS, in 1985, the Alliance City Council adopted Ordinance No. 1855 incorporating the Civil Service Commission; and,

WHEREAS, the Civil Service Commission is responsible for the hiring, dismissal, disciplinary and other issues related to Civil Servants, which are sworn personnel for the Police and Fire Departments; and,

WHEREAS, Gordon Hoff has faithfully served as a member of the Civil Service Commission since February 20, 2003; and,

WHEREAS, Gordon Hoff has served as Chairman of the Civil Service Commission since July 15, 2009; and,

WHEREAS, Gordon has participated in the hiring process of all but one of the police officers and all but one of the firefighters currently employed with the City of Alliance; and,

WHEREAS, The citizens of the City of Alliance, wish to honor and thank Gordon Hoff for his over 20 years of service on the Civil Service Commission; and,

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

Saturday, May 6, 2023 as:

Gordon Hoff Day

in the City of Alliance, Nebraska, and we urge all citizens to join me in honoring Gordon Hoff by expressing appreciation for his dedication to helping 'Build the Best Hometown in America'.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Alliance to be affixed on this 2nd day of May in the year of the Lord Two Thousand Twenty-Three.



Brian Mischnick, Vice-Mayor



Building the Best Hometown in America®
City of Alliance ~ P.O. Box D ~ Alliance, NE 69301 ~ 308-762-5400
www.CityOfAlliance.net





WHEREAS; Americans are served every single day by public servants at the federal, state, county and local levels. These unsung heroes do the work that keeps our nation and community functioning. At all levels of government, our public servants put our country and our people first; and

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

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

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

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

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

NOW, THEREFORE, the City Council of Alliance, Nebraska, does announce and proclaim to all citizens the week of May 7-13, 2023, as

Public Service Recognition Week

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

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Alliance to be affixed on this 2nd day of May in the year of the Lord Two Thousand Twenty-Three.



Brian Mischnick, Vice Mayor



Building the Best Hometown in America®

PROCLAMATION
54th ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK
April 30 - May 6, 2023

WHEREAS, The Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

WHEREAS, The Office of the Professional Municipal Clerk is the oldest among public servants, and

WHEREAS, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

WHEREAS, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

WHEREAS, The Professional Municipal Clerk serves as the information center on functions of local government and community.

WHEREAS, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.

WHEREAS, It is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

NOW, THEREFORE, On behalf of the Alliance City Council, we do recognize the week of April 30th through May 6, 2023, as Professional Municipal Clerks Week, and further extend appreciation to our Professional Municipal Clerk, _____ and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Dated this 2nd day of May, 2023

Brian Mischnick, Vice Mayor



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www.CityOfAlliance.net





Building the Best Hometown in America®

PROCLAMATION

WHEREAS, Civic prayers and national days of prayer have a long and venerable history in our constitutional republic, dating back to the First Continental Congress in 1775; and

WHEREAS, The Declaration of Independence, our first statement as Americans of national purpose and identity, made laws the foundation of our United States of America and asserted that people have inalienable rights that are God-given; and

WHEREAS, The Supreme Court has affirmed the right of state legislatures to open their sessions with prayer and the Supreme Court and the United States Congress, themselves, begin each day with prayer; and

WHEREAS, In 1988, legislation setting aside the first Thursday in May in each year as a National Day of Prayer was passed unanimously by both Houses of Congress and signed by President Ronald Reagan; and

WHEREAS, The National Day of Prayer is an opportunity for Americans to join in united prayer to acknowledge our dependence on God, to give thanks for blessings received, to request healing for wounds endured, and to ask God to guide our leaders and bring wholeness to the United States and her citizens; and

WHEREAS, It is fitting and proper to give thanks to God by observing a day of prayer in Nebraska when all may acknowledge our blessings and express gratitude for them, while recognizing the need for strengthening religious and moral values in our state and nation.

NOW, THEREFORE, On behalf of the Alliance City Council, I do hereby proclaim the 4th day of May, 2023, as a

NATIONAL DAY OF PRAYER

in Alliance, Nebraska, and I do hereby urge all citizens to take due note of the observance.

IN WITNESS WHEREOF, I have hereunto set my hand, and cause the Great Seal of the City of Alliance to be affixed this 2nd day of May, in the year of our Lord Two Thousand Twenty-Three.



Brian Mischnick, Vice Mayor

Building the Best Hometown in America®

City of Alliance ~ P.O. Box D ~ Alliance, NE 69301 ~ 308-762-5400
www.CityOfAlliance.net



Narrative

May 02, 2023

ORDINANCE – REZONE

The City of Alliance has submitted an application to rezone Lots 1-3 and 16-18, Block 17, Original Town of Alliance, Nebraska, otherwise known as 324 Laramie Avenue, from C-0, Commercial Office to C-2, Central Business District. The rezone is requested to remove the spot zone of C-0 zoning, to reduce the setbacks so the existing building will meet the City's code, and reduce the setbacks for a proposed addition to the north side of the building.



The parcel of land is the north half of the block located between W 3rd and 4th Streets and Laramie and Cheyenne Avenues.

The parcel is currently zoned C-0, Commercial Office. It is bordered to the north and west by R-1, Single Family Residential, and to the south and east by C-2, Central Business District zoning. The lot is currently used for the City Municipal Building and Fire Station. There is a duplex and art museum to the north, single family residences to the west, commercial land uses to the south and east.

The parcel is approximately 1 acre in size. There aren't minimum lot sizes or dimensions required in C-2 zoning. The proposed rezone will change the front setback from 25' to 0', the rear setback from 25' to 0', the side setback from 14' to 0', and the side street setback from 15' to 0'. The existing structure on the lot does not meet the current C-0 setbacks as it is set back only 8' from the front, 0' from the side street, 8' from the alley, and 22' from the rear. The lot is adjacent to Laramie Avenue along the east side, West 4th Street along the north side, and Cheyenne Avenue along the west side. All of these streets are identified as local streets. The land use is not proposed to change and the rezone should not increase the traffic in this area beyond current levels.

The lot is located in the Central Core Neighborhood and on the edge of the Downtown District. The Central Core Neighborhood is characterized as being the heart of Alliance and possesses the historic ambiance of the City. It is identified as being primarily residential but it does have some limited commercial uses. The importance of this neighborhood cannot be underestimated and its character should be maintained. The rezone is adjacent to the Downtown District Neighborhood and contains characteristics of that designation such as short setbacks, brick building and street construction, and nonresidential uses.

The City of Alliance Planning Commission met at their regular meeting on March 14, 2023 and voted to recommend the City Council approve the rezone of Lots 1-3 and 16-18, Block 17, Original Town of Alliance, Nebraska, from C-0, Commercial Office to C-2, Central Business District Commercial., after making the following findings of fact:

1. The rezone would not create any nonconforming lot sizes.

Narrative

May 02, 2023



2. The rezone would bring the existing structures in to conformance with setback requirements.
3. There is ample access to the rezone parcel.
4. A rezone to C-2 would be consistent with the image of the Core Neighborhood as a limited commercial area and would not change the existing character of the district.
5. The proposed rezone is adjacent to existing C-2 zoning and it would eliminate the current spot zone of C-0.
6. City utilities are already available in this location.

One finding of fact not to recommend was that the proposed 0' setback would be inconsistent with the setbacks required in the adjacent residential zoning.

Options:

Leave the zoning the same and:

1. The current buildings remain nonconforming because they are in the setbacks required by the C-0 zoning.
2. The City cannot add on to the building without meeting its own code because of the setbacks in the C-0 zoning.
3. The spot zone of C-0 amongst the C-2 zoning remains.
4. The setbacks would remain the same as those of the adjacent residential district.

Change the zoning to a district other than C-2 or C-0 which would not accomplish any of the stated goals.

Change the zoning to C-2 for the reasons the Planning Commission made in the findings of fact.

STAFF RECOMMENDATION: APPROVE SECOND READING OF ORDINANCE NO. 2955 REZONING LOTS 1-3 AND 16-18, BLOCK 17, ORIGINAL TOWN OF ALLIANCE, NEBRASKA, FROM C-0, COMMERCIAL OFFICE TO C-2, CENTRAL BUSINESS DISTRICT COMMERCIAL.

ORDINANCE NO. 2955

AN ORDINANCE OF THE CITY OF ALLIANCE, NEBRASKA, AMENDING THE DISTRICT ZONING MAP TO SHOW THAT LOTS 1-3 AND LOTS 16-18, BLOCK 17, ORIGINAL TOWN OF THE CITY OF ALLIANCE, BOX BUTTE COUNTY, NEBRASKA IS NOW INCLUDED AS A C-2 -- CENTRAL BUSINESS DISTRICT FROM A C-O -- COMMERCIAL OFFICE DISTRICT, REPEALING PRIOR SECTIONS, AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. The Zoning District Map, as set forth and adopted pursuant to section 109-22 of the Alliance Municipal Code, is amended to show the following lots are included in a C-2 – Central Business District from a C-O – Commercial Office District:

Lots 1-3 and Lots 16-18, Block 17, Original Town of Alliance, Box Butte County, Nebraska, otherwise known as 324 Laramie Avenue and 315 Cheyenne Avenue,

SECTION 2. This certifies that the Zoning District Map, as set forth and adopted pursuant to section 109-22 of the Alliance Municipal Code, is now the official Zoning District Map dated as of the ____ day of _____, 2023.

SECTION 3. Any previously existing Zoning District Map, ordinances, resolutions, policies, or parts thereof, in conflict with this ordinance are hereby repealed.

SECTION 4. This ordinance shall be in full force and effect following its approval, passage, and publication as provided by law

PASSED AND APPROVED this ____ day of _____, 2023.

Brian Mischnick, Vice Mayor

(SEAL)

Attest: _____
Shelbi C. Pitt, Interim City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Office, Legal Counsel

Community Development Staff Report- Brent Kusek

Applicant:

City of Alliance
324 Laramie Avenue
Alliance, NE 69301

Property

Owner:

Same as Applicant

Proposal:

Rezone of a parcel of land from C-0, Commercial Office to C-2, Central Business District Commercial.

Legal Description:

Lots 1-3 and 16-18, Block 17, Original Town of Alliance, Nebraska.

Rezone Location:

The lots are located at the southwest corner of West 4th Street and Laramie Avenue, addressed 324 Laramie Avenue and 315 Cheyenne Avenue.

Project Description:

The applicant would like to rezone this parcel of land to eliminate the C-0 spot zoning and bring the structure into conformance with setback requirements of the existing building and a proposed addition.

Analysis:

Zoning: The parcel is currently zoned C-0 Commercial Office. It is bordered to the north and west by R-1, Single Family Residential, and to the south and east by C-2, Central Business District zoning.

Land Use: The lot is currently used for a Municipal Building and Fire Station. There is a duplex and art museum to the north, single family residences to the west, commercial land uses to the south and east.

Lot Size/Area: The parcel is approximately 1 acre in size. There aren't minimum lot sizes or dimensions required in C-2 zoning.

Setbacks: The proposed rezone will change the front setback from 25' to 0', the rear setback from 25' to 0', the side setback from 14' to 0', and the side street setback from 15' to 0'. The existing structures on the lot do not meet the current C-0 setbacks.

Transportation: The lot is adjacent to Laramie Avenue along the east side, West 4th Street along the north side, and Cheyenne Avenue along the west side. All of these streets are identified as local streets. The land use is not proposed to change and the rezone should not increase the traffic in this area beyond current levels.

Comprehensive Plan: The lot is located in the Central Core Neighborhood and on the edge of the Downtown District. The Central Core Neighborhood is characterized as being the heart of Alliance and possesses the historic ambiance of the City. It is identified as being primarily residential but it does have some limited commercial uses. The importance of this neighborhood cannot be underestimated and its character should be maintained. The rezone is adjacent to the Downtown District Neighborhood and contains characteristics of that designation such as short setbacks, brick building and street construction, and nonresidential uses.

Public Notification:

Notification letters were mailed to property owners within 300 feet of the proposed rezone. Sixty six letters were mailed in total. A sign was posted on the property more than 10 days before the date of the meeting. The letters and sign indicated the date, time, and place of the public hearing.

Findings of Fact:

Findings of fact to recommend its approval may include:

1. The rezone would not create any nonconforming lot sizes.
2. The rezone would bring the existing structures in to conformance with setback requirements.
3. There is ample access to the rezone parcel.
4. A rezone to C-2 would be consistent with the image of the Core Neighborhood as a limited commercial area and would not change the existing character of the district.
5. The proposed rezone is adjacent to existing C-2 zoning and it would eliminate the current spot zone of C-0.
6. City utilities are already available in this location.

Findings of fact not to recommend approval may include:

1. The rezone would reduce the setbacks to 0' in a primarily residential neighborhood with greater setbacks.

Staff Recommendation:

Staff recommends the rezone of Lots 1-3 and 16-18, Block 17, Original Town of Alliance, Nebraska, from C-0, Commercial Office to C-2, Central Business District Commercial.



City of Alliance Application to Rezone

Community Development
324 Laramie Avenue
Alliance, NE 69301
(308) 762-5400 - phone
(308) 762-7848 - fax

Instructions:

- A. Fill out the application form completely. Please type or print. Use additional sheets if necessary.
- B. Please sign and date the application form.
- C. Filing fee is \$150.00. Please make check payable to "The City of Alliance."
- D. Include a site plan identify existing buildings, structures, and other pertinent features.
- E. Submit a certified list of the names, addresses, legal descriptions, and the corresponding Parcel Information Numbers assigned by the Box Butte County Assessor of the surface owners of the property within three hundred (300') feet of the subject property. The source of such records shall be the records of the Box Butte County Assessor.

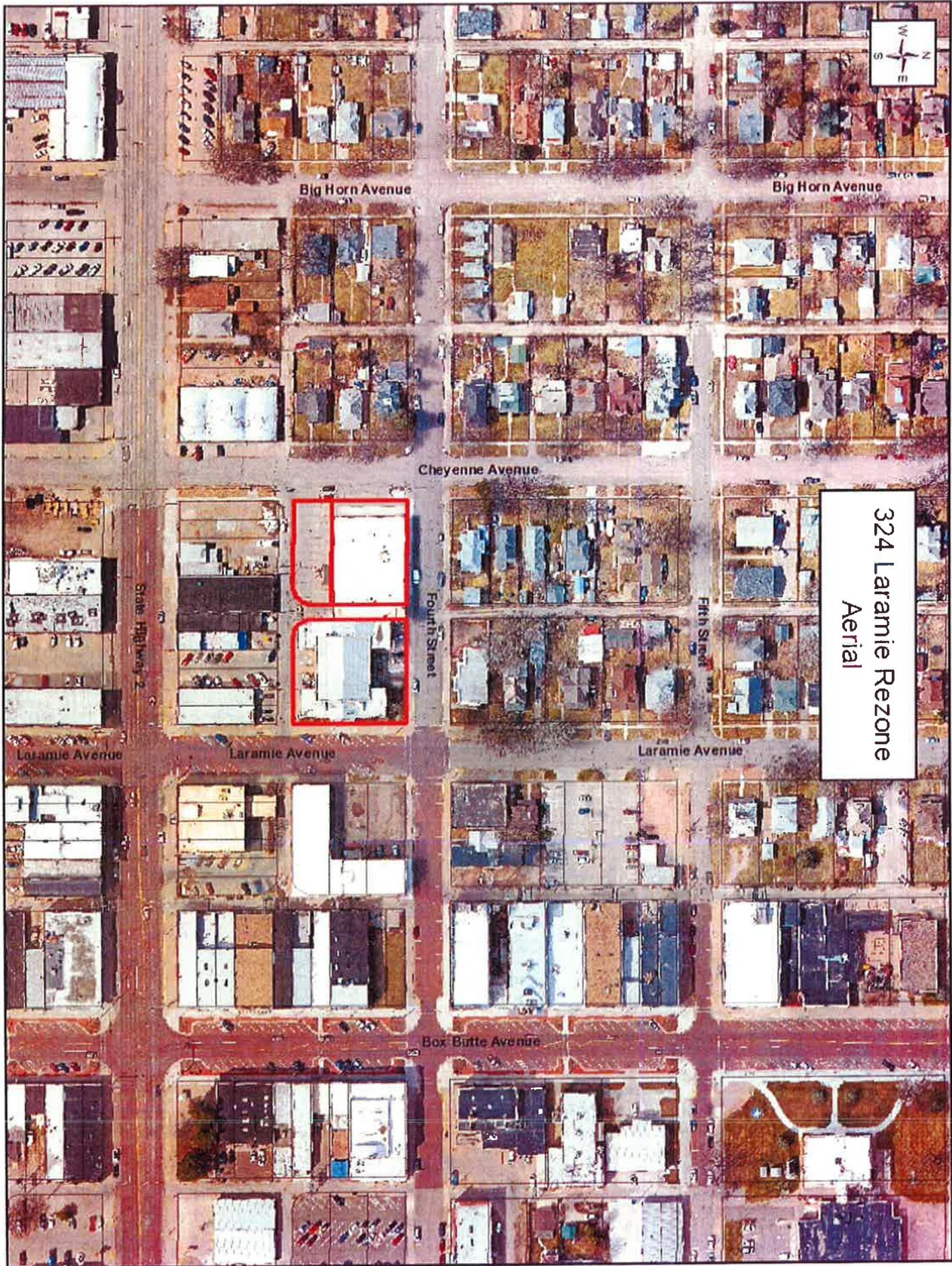
1.	Property Owner's Name:	City of Alliance	Phone:	308-762-5400
2.	Owner's Property Address:	324 Laramie Ave		
3.	Legal Description of Property:	Lots 1-3 and 16-18, Block 17, OT		
4.	Property Address:	324 Laramie Ave		
5.	Present Use of the Property:	Municipal Building		
6.	Present Zoning Classification:	C-0		
7.	Requested Zoning Classification:	C-2		
8.	Reason for Rezoning:			
9.	Lot Size/Acreage of Property:	21,000 sq. ft.		
10.	The zoning administrator, who may be accompanied by others, is hereby authorized to enter the property, during normal working hours for the purpose of becoming familiar with the proposed situation.			
11.	Attached	<input type="checkbox"/> Filing Fee	<input type="checkbox"/> Site Plan	<input type="checkbox"/> List of names/addresses of property owners within 300 feet of the subject property certified by the Box Butte County Assessor's Office.

Signatures:				2/21/23
	Applicant	Date	Property Owner (<i>Owner of Record</i>)	Date
	Applicant	Date	Property Owner (<i>Owner of Record</i>)	Date

Office Use Only

Date Received:		Filing Fee - \$150.00	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Received By:		Date of Public Hearing:		

April 16th, 2019



324 Laramie Rezone
Aerial



1 inch = 156.67 feet





324 Laramie Rezone Zoning

Legend

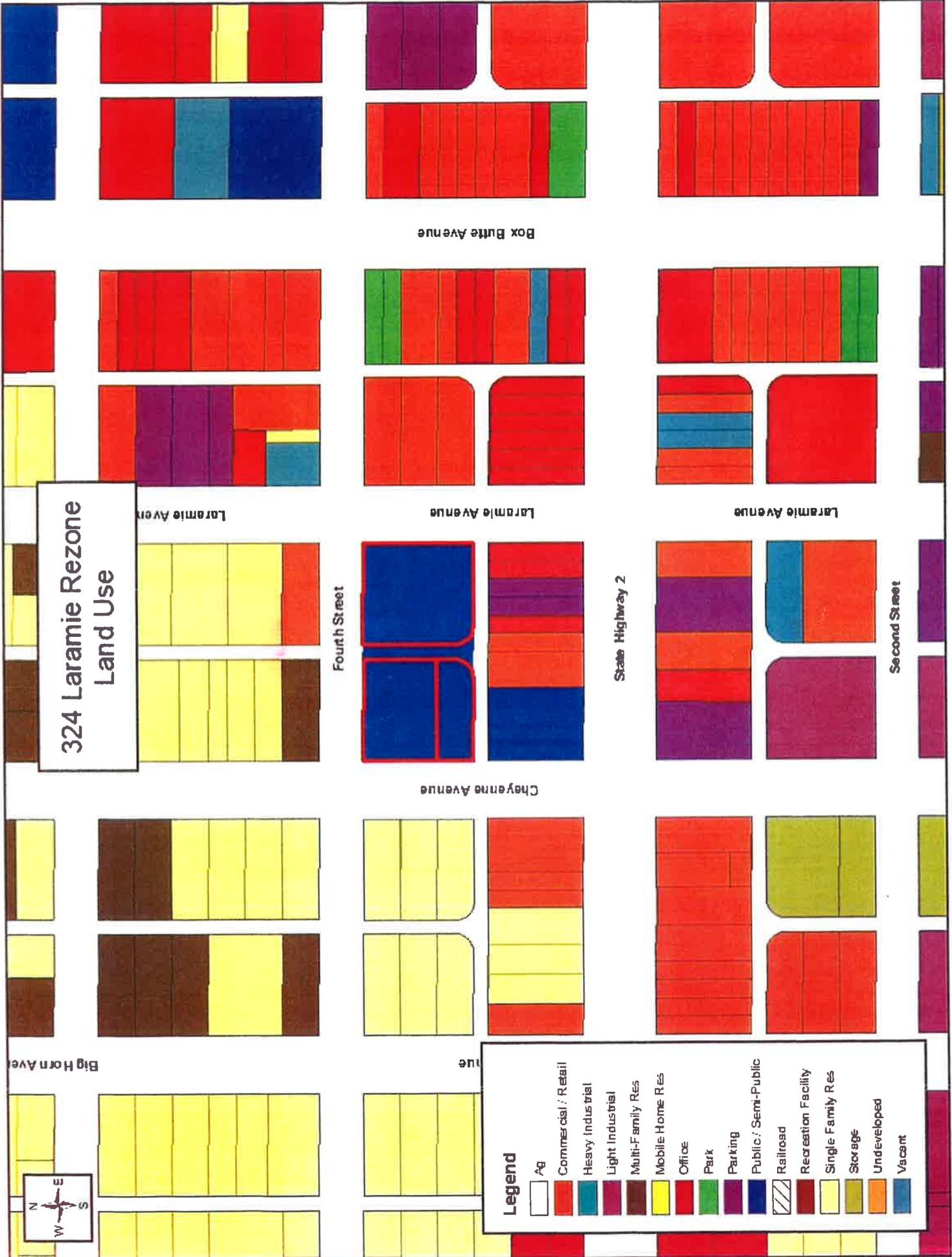
Zoning Layer

- Ag Agriculture
- C-0 Commercial Office
- C-1 Neighborhood Commercial
- C-2 Central Business Commercial
- C-3 Heavy Commercial
- M-1 Light Industry
- M-2 Heavy Industry
- M-3 Rail Industry
- R-1 Single Family Residential
- R-1a Single Family Residential
- R-2 Two Family Residential
- R-3 Multifamily Residential
- R-4 Mobile Home Community
- R-R Rural Residential
- RP-3 Planned Residential



1 inch = 170.54 feet

324 Laramie Rezone Land Use



Legend

- Aq
- Commercial / Retail
- Heavy Industrial
- Light Industrial
- Multi-Family Res
- Mobile Home Res
- Office
- Park
- Parking
- Public / Semi-Public
- Railroad
- Recreation Facility
- Single Family Res
- Storage
- Undeveloped
- Vacant



1 inch = 170.54 feet

Certificate for a Rezoning Request Notification

To: Alliance Planning Commission

Alliance City Council

THE UNDERSIGNED HEREBY certifies that the property owners or occupants listed below were mailed Notification Letters in accordance with City of Alliance Municipal Code Section 111-464, for the request to Rezone Lot 1-3 and 16-18, Block 17, Original Town of Alliance from C-O (Commercial Office) to C-2 (Central Business District).

Name	Address	City/State/Zip
Michael Dietrich	13501 W Windridge Lane	Lincoln, NE 68528
Garry & Kelly Rasmussen	P O Box 168	Alliance, NE 69301
Michael McGinnis	P O Box 578	Alliance, NE 69301
Patrick Hartman	651 CR 71	Hemingford, NE 69348
Hayden Walker	420 Cheyenne Ave	Alliance, NE 69301
Apryl Bachetti	1500 CR 74	Hemingford, NE 69348
Jack Smith	412 Cheyenne Ave	Alliance, NE 69301
Wayne & Tracy Davis	408 Cheyenne Ave	Alliance, NE 69301
Tod & Robi Heldenbrand	304 West 4th Street	Alliance, NE 69301
Pasha Korber	222 West 4th Street	Alliance, NE 69301
Adrian Gonzalez	815 Toluca Ave	Alliance, NE 69301
OIGA Company LLC	1624 Emerson Ave	Alliance, NE 69301
Stephen Stanec	P O Box 541	Alliance, NE 69301
Rick & Cheryl Johnson	408 E 9th Street	Alliance, NE 69301
Daniel Hankins	424 Laramie Ave	Alliance, NE 69301
Jakob Allbaugh	420 Laramie Ave	Alliance, NE 69301
Brian Chase	412 Laramie Ave	Alliance, NE 69301
Danny Adamson	408 Laramie Ave	Alliance, NE 69301
Carnegie Arts Center Inc	204 W 4th Street	Alliance, NE 69301
Heartland Baptist Church	619 Platte Ave	Alliance, NE 69301
Seasons of Hope	115 W 5th Street	Alliance, NE 69301
Rick Thiems	1060 Colorado Ave	Alliance, NE 69301
Bob & Delinda Neville	916 Toluca Ave	Alliance, NE 69301
Sandhills State Bank	P O Box 548	Bassett, NE 68714
Philip Lecher	P O Box 638	Alliance, NE 69301
Edison RedNest III	1227 Big Horn Ave	Alliance, NE 69301
Jerry Reynolds	504 Missouri	Alliance, NE 69301
JCMG Holdings LLC	2350 Hwy 2	Alliance, NE 69301
Iguana Properties LLC	P O Box 3	Alliance, NE 69301

A & L Bakeries LLC	1118 E 14th St	Alliance, NE 69301
FoxHox LLC	1002 W 1st Street	Alliance, NE 69301
David & Donna Pearse	931 Toluca Ave	Alliance, NE 69301
Tawny Weaver	932 Mississippi Ave	Alliance, NE 69301
Gregory & Robin Powell	1431 Cheyenne Ave	Alliance, NE 69301
MJLC LLC	423 Box Butte Ave	Alliance, NE 69301
Dennis Girard	1814 Sweetwater Ave	Alliance, NE 69301
First National Bank	1620 Dodge Street	Omaha, NE 68197
Jelmo Properties LLC	P O Box 699	Alliance, NE 69301
Kyle & Rebecca Walker	P O Box 571	Hemingford, NE 69348
Eric Vaughn	210 W 3rd Street	Alliance, NE 69301
Curtis & Sandra Plooster	500 E 3rd Street	Chadron, NE 69337
Alliance Rural Fire	P O Box N	Alliance, NE 69301
Knutson Properties LLC	1328 Ave A	Scottsbluff, NE 69361
Kenneth & Susan Holloway	608 W 20th	Alliance, NE 69301
Marceen Webb	316 W 3rd Street	Alliance, NE 69301
Kristopher Kearns	320 W 3rd Street	Alliance, NE 69301
Judy Smith	123 Yellowstone Ave	Alliance, NE 69301
Brian & Judy Newman	320 Cheyenne Ave	Alliance, NE 69301
Josh Osborn	324 Cheyenne Ave	Alliance, NE 69301
Toni Jo Pankowski	321 Big Horn Ave	Alliance, NE 69301
Irene May Pankowski	319 Big Horn Ave	Alliance, NE 69301
Timothy Norris	315 Big Horn Ave	Alliance, NE 69301
Cynthia Crawford	316 Big Horn Ave	Alliance, NE 69301
Doublenin E Land & Cattle	190330 Wildrose Dr	Scottsbluff, NE 69361
Roger Bunnell	612 Sweetwater	Alliance, NE 69301
Kutchara Apartments LLC	P O Box 447	Alliance, NE 69301
Allo Communications	203 W 3rd Street	Alliance, NE 69301
Scottish Rite Temple	P O Box 754	Alliance, NE 69301
Robert Freeman	117 W 3rd Street	Alliance, NE 69301
Randal Coleman	2351 CR 57	Alliance, NE 69301
Tye & Renee Wallesen	P O Box 1496	Angora, NE 69331
Abbott Bank	P O Box 5155	San Ramon, CA 94583
Darren & Glenda McCune	1223 Robin Ave	Alliance, NE 69301
Dick & Bonnie Fankhauser	816 Laramie Avenue	Alliance, NE 69301
Box Butte County	515 Box Butte Ave	Alliance, NE 69301
Alliance Public Schools	1604 Sweetwater Ave	Alliance, NE 69301

March 03, 2023

Shelbi C Pitt, Recording Secretary

Narrative

May 02, 2023



ORDINANCE No. 2956 - Municipal Code Amendment - Fireworks

Per Council's direction, staff has drafted an ordinance to amend Sections 22-175 and 22-177 of the Alliance Municipal Code to amend the dates and times fireworks may be legally discharged and sold. The attached ordinance will amend the sale and discharge of fireworks June 28 to July 4, whereas currently Code reads, July 1 through July 4.

RECOMMENDATION: APPROVE FIRST READING OF ORDINANCE TO AMEND THE ALLIANCE MUNICIPAL CODE IN REGARDS TO THE SALE AND DISCHARGE OF FIREWORKS.

ORDINANCE NO. 2956

AN ORDINANCE AMENDING SECTIONS 22-175 AND 22-177 OF THE ALLIANCE MUNICIPAL CODE TO AMEND DATES AND TIMES WHEREIN FIREWORKS MAY BE LEGALLY DISCHARGED; REPEALING EXISTING ORDINANCES, RESOLUTIONS, POLICIES, OR PORTIONS THEREOF NOT CONSISTENT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. The City Code, at Section 22-175. – Prohibited, nonapplicability, is hereby amended as follows:

“Sec. 22-175. - Prohibited; nonapplicability.

- (a) It shall be unlawful for any person to manufacture, display, sell, offer for sale, give away, use, start, discharge or explode, or cause to be manufactured, displayed, sold, offered for sale, given away, used, started, discharged, or exploded, any firework.
- (b) The provisions of the immediately preceding subsection shall not apply to:
 - (1) Non-wire sparklers, toy pistols or toy pistol caps;
 - (2) The possession of pyrotechnics which are in transportation to points outside the city;
 - (3) The possession or transportation of such pyrotechnics held by wholesale dealers for sale and shipment in unbroken packages to points or places outside the city;
 - (4) The sale, storage, or use of railroad track torpedoes or other signaling devices used by railroads;
 - (5) The sale, storage or use of flashlight compositions by photographers or dealers in photographic supplies;
 - (6) Pyrotechnic displays on the occasion of public celebrations or festivals, if the person conducting such pyrotechnic display shall first have applied for and have been granted by resolution of the mayor and city council permission to conduct such display;
 - (7) The sale and use of fireworks between ~~July 1~~ June 28 and July 4 each year, during time periods authorized by state statute as modified by resolution of the mayor and city council, or by another section of this article;
 - (8) The use of blank cartridge pistols at sporting events by authorized persons;
or

- (9) The use of blank cartridge pistols or other pyrotechnics by a person designated by the city manager or designee to implement the waterfowl management policy.
- (c) The terms "firework" or "fireworks" in this article shall refer to "consumer fireworks" as they are defined and amended by R.R.S. 1943, ch. 28, art. 12."

SECTION 2. The City Code, at Section 22-177. – Legal Dates, times, and age restrictions for discharging fireworks, permit required, is hereby amended as follows:

“Sec. 22-177. - Legal dates, times and age restrictions for discharging fireworks; permit required.

- (a) It shall be unlawful to discharge any firework as defined and permitted by state statute, prior to ~~July 1~~June 28, and after July 4 and at any time other than the dates and times specifically authorized by state statute and as modified by resolution of the mayor and city council.
- (b) Fireworks may be legally discharged between the hours of 9:00 a.m. and 10:00 p.m. on ~~July 1~~June 28 to July 3; and between the hours of 9:00 a.m. and 12:00 midnight on July 4. The city manager or his or designee may authorize in writing the discharge of fireworks between 9:00 a.m. and 12:00 midnight on July 5 if, in the discretion of the city manager or his or her designee, sufficient circumstances warrant an extension of the holiday celebration, provided that no firework may be discharged on July 5 without the written authorization of the city manager or his or her designee.
- (c) The use or possession of fireworks by any person under 12 years of age is prohibited unless direct supervision is provided by a person 18 years of age or older.
- (d) The city manager or designee shall issue a permit allowing the sale of fireworks during permitted periods for that calendar year under the following standards:
 - (1) Proof of fireworks license from the state fire marshal under state administrative code title 157, chapters 2 and 4, permissible fireworks list and licensing requirements, as per the current International Fire Code, fireworks as adopted by the city;
 - (2) Sale and retail display with storage in type 5 magazine 3301.1.3, 3301.2.3, 3302 and 3308.11.
- (e) At no time shall it be lawful to discharge a firework in any manner that is unsafe or dangerous to persons or property in any manner prohibited by R.R.S. 1943, § 28-1242 as now constructed or hereafter amended.
- (f) At no time shall it be lawful to discharge a firework into or upon any city recreational property unless the city has granted a special permit for such discharge.”

SECTION 3. All other Ordinances or parts of Ordinances in conflict with this Ordinance are repealed as of the effective date of this Ordinance.

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

PASSED AND APPROVED this _____ day of _____, 2023.

Brian Mischnick, Vice Mayor

(SEAL)

Attest: _____
Shelbi Pitt, Interim City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Firm

RESOLUTION NO. 23-30

WHEREAS, The City Council of Alliance, Nebraska, desires to appoint _____ as City Clerk; and

WHEREAS, City Council has offered the appointment of City Clerk to _____; under terms and conditions acceptable to _____; and

NOW, THEREFORE, BE IT RESOLVED, by the Vice Mayor and City Council of Alliance, Nebraska, that _____ shall be appointed as and shall serve as the City Clerk for the City of Alliance, Nebraska, effective May 02, 2023.

PASSED AND APPROVED this 2nd day of May, 2023.

Brian Mischnick, Vice Mayor

(SEAL)

Attest: _____
Shelbi C. Pitt, Interim City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Office, Legal Counsel

Narrative

May 2, 2023



RESOLUTION - AIRPORT USE AGREEMENT

The Department of Transportation selected Denver Air Connection to provide Essential Air Service in Alliance for a two-year period. This resolution will approve a lease agreement between The City of Alliance and Denver Air Connection. The lease states that Denver Air Connection will pay the City an amount of \$813 per month. In return, the City agrees to provide 752 square feet of terminal space to Denver Air Connection to conduct scheduled transportation to and from Alliance. This is an increase of 5% from last year's rental rate. The rental amount will also increase another 5% after one year.

RECOMMENDATION: APPROVE THE RESOLUTION TO AUTHORIZE THE VICE MAYOR TO SIGN THE AIRPORT USE AGREEMENT.

RESOLUTION NO. 23-31

WHEREAS, The City of Alliance owns and operates a municipal airport; and

WHEREAS, Denver Air Connection is a common carrier providing essential air service to Alliance, Nebraska; and

WHEREAS, The lease for terminal space is required to facilitate operations of the commercial air service; and

WHEREAS, Staff has prepared an Airport Use Agreement which has been approved by the Airline.

NOW, THEREFORE, BE IT RESOLVED, by the Vice Mayor and City Council of Alliance, Nebraska, that the lease with Denver Air Connection for space in the Alliance Municipal Airport terminal, is hereby approved for the term June 1, 2023 to May 31, 2025 and the Vice Mayor is authorized to execute the contract on behalf of the City.

PASSED AND APPROVED this 2nd day of May, 2023.

Brian Mischnick, Vice Mayor

(SEAL)

Attest: _____
Shelbi C. Pitt, Interim City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Office, Legal Counsel

AIRPORT USE AGREEMENT

This “Agreement” is by and between the City of Alliance, Nebraska (hereinafter the “City”) and, Key Lime Air Corporation, d/b/a Denver Air Connection, a Colorado limited liability company (hereinafter the “Airline”). The City and the Airline are sometimes collectively referred to as the “Parties” or individually as a “Party”.

RECITALS:

1. The City owns and operates a public airport designated as Alliance Municipal Airport, hereinafter referred to as the “Airport,” which is the municipal airport of the City of Alliance, Box Butte County, Nebraska, and is located in Box Butte County, Nebraska, and is administered by the Airport Director on behalf of the City, hereinafter referred to as the “Director.”
2. The City, as owner and operator, operates the Airport as a proprietary function for the primary public purpose of providing to the public the services of air transportation.
3. Such operation is in the public interest and required by the public convenience and necessity.
4. The Airline is engaged in the scheduled transportation by air to and from Alliance, Nebraska, of persons and property.
5. The Airline desires the privilege of using the Airport and its facilities upon the terms and conditions hereinafter set forth.

AGREEMENT:

1. In consideration of the premises, the covenants, and agreements herein contained and other valuable consideration, the City leases to the Airline that space in the Airport terminal building which is designated and outlined in red in Exhibit “A” attached hereto (the “Premises”), to have and to hold the same, without liability or obligation on the part of the City to make any alterations of any kind on or about said Premises, for the term of two (2) years from June 1, 2023 to May 31, 2025 (the “Term”).
2. The Airline shall pay to the City, and the City shall accept from the Airline, as rent for the Premises and the services required by the City under this Agreement, the sum of \$813.00 per month. All rent shall be prepaid for the month in advance and shall be due before the 10th day of each month. The City shall invoice the Airline's manager before the 1st day of each month, clearly identifying the charges and period covered. On the first annual anniversary of this Agreement, Rent shall be increased annually by 5% over the rent for the previous year, payable in equal monthly installments. THE RATES AND FEES HEREIN SET OUT SHALL BE SUBJECT TO CHANGE OR MODIFICATION UPON THE END OF THE TERM OR TERMINATION OF THIS AGREEMENT, EVEN IF AIRLINE CONTINUES SERVICES AT THE AIRPORT UNDER A

NEW LEASE FOLLOWING THE TERM.

3. The Airline shall use the Premises only for purposes in connection with and incidental to its air transportation business including the handling, ticketing, billing, and manifesting of passengers, baggage, and cargo.

4. The Airline shall pay all electric usage billings which are separately metered and billed directly to the Airline for the Premises. The City shall keep the public space serving the Premises maintained in a safe, clean, and sanitary condition at all times. Any telephone line, cable, internet, or other telecommunications services for the Premises shall be paid directly by the Airline.

5. The City shall maintain the terminal building, including the structure, mechanical systems, plumbing, and leased Premises, in good repair and tenantable condition during the term of this Agreement, except as they may become untenable or in need of repair through acts, fault, or neglect of the Airline.

6. In consideration of the covenants and agreements herein contained and other valuable consideration, the City authorizes the Airline to exercise the rights, powers, and privileges set forth during the term of this Agreement.

7. The Airline is authorized to carry on and operate at the Airport its business of scheduled and charter transportation by air for hire of persons and property, which authorization includes the following:

7.1. It is authorized to transport, load and unload persons and property to, from, and at the Airport at convenient gate positions adjacent to the terminal building.

7.2. It may install, maintain, and operate such radio, communications, meteorological and aerial navigation equipment and facilities as may be necessary or convenient in the opinion of the Airline for its operation; provided that such equipment and facilities be located within the Premises and at points previously approved by the City. All equipment, fixtures, furniture and facilities provided or purchased by Airline for use at the Premises shall be and remain the property of the Airline. The Airline shall have the right to remove said property at the end of the Term or any extension thereof.

7.3 It is authorized to repair, maintain, condition, service, park and store aircraft or other aeronautical equipment in any space which may be allocated to the Airline.

7.4 It may conduct other activities which are reasonably necessary to the proper conduct and operation by the Airline of the principal business authorized by this Agreement; it is specifically understood that this provision does not authorize the conduct of a separate business of any kind, type or description.

7.5 It is authorized to use, in common with others, existing and future aeronautical

facilities at the Airport. These shall include, but not be restricted to, the landing area, its extension and additions, roadways, runways, aprons, taxiways, public air navigation facilities, such as radio aids, beacons, control towers, signals, floodlights, landing lights, and all other conveniences now or hereafter provided for flying, landing and taking off of aircraft, provided the Airline shall not maintain or operate any surface vehicles in these areas except with the consent of and as specifically authorized by the Director. In this connection the Airline shall maintain adequate insurance on surface vehicles permitted to operate on the ramps and runways to protect the City against liability, and shall not operate any vehicles under any circumstances on the runways unless equipped with an operating rotating beacon.

7.6 It may use a public address system in the terminal building for the calling of flights and any other purpose connected with its business.

7.7 It has the right to maintain baggage carts on the walkway and tarmac south of the terminal building, provided they shall not obstruct normal use of the walkway and tarmac, and has the right to maintain equipment such as auxiliary power unit, ladders, and other equipment necessary or convenient to the servicing of its aircraft, and in such space adjacent to the terminal area as may be designated by the Director.

7.8. In the case of mechanical problems occurring in connection with its aircraft necessitating repairs or other mechanical work, it may park such aircraft on the Airport ramp or at such place as may be designated by the Director during such reasonable times as may be required as repairs may require, may perform such mechanical work and effect such repairs by its own employees or its Agent, and may enter upon the ramp with such reasonable equipment as may be necessary to accomplish such repairs and mechanical work.

7.9 It has full and unrestricted right of access to and egress from the Premises by it. The privileges shall extend to employees, business visitors, guests and invites and invitees of the Airline.

7.10 Upon expiration or termination of this Agreement, Airline agrees to remove all of its personal property from the Premises and return the Premises to the City in the same condition as received by Airline (excepting normal wear and tear).

NONDISCRIMINATION/AFFIRMATIVE ACTION

8. The Airline for itself, its successors in interest, and assigns, as a part of the consideration hereunder, covenants and agrees that in the event facilities are constructed, maintained, or otherwise operated on the Premises for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Airline shall maintain and operate such facilities and services in compliance with all requirements imposed relating to Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

9. The Airline, for itself, its successors in interest, and assigns, as a part of the consideration

hereunder, covenants and agrees that: (1) no person on the grounds of race, color, national origin, or disability shall be excluded from participation in, denied the benefits of or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, national origin, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (3) that the Airline shall use the Premises in compliance with all requirements imposed by the regulations on Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

10. The Airline assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Airline assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Airline assures that it will require that its covered suborganizations provide assurances to the Airline that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 15 CFR Part 152, Subpart E, to the same effect. The Airline acknowledges the Owner's policy for DBE participation and shall use the Property under the requirements imposed by or pursuant to 14 CFR Part 152, Nondiscrimination in Airport Aid Program, and as said Regulations may be amended.

11. The Airline shall furnish service on fair, equal, and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit of service; provided, that Airline may make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

12. City, at its sole expense, agrees to comply with all federal, state and local laws, codes, ordinances, statutes, rules, regulations and other legal requirements (including covenants and restrictions) applicable to the Premises, including the Americans with Disabilities Act, except as to any condition that may be grandfathered under the provisions of the Americans with Disabilities Act or any part of the Premises under the exclusive control of the Airline, such as but not limited to ramp access.

MISCELLANEOUS PROVISIONS

13. Parking space shall be provided by the City for vehicles used by the Airline and its employees.

14. The Airline has inspected the Airport and accepts it as being in good order and in satisfactory condition, and is adequate for the purposes of the Airline, and it accepts the condition thereof and fully assumes all risks incident to the use thereof.

15. Except for the City's gross negligence, willful misconduct, and bad faith, the Airline shall indemnify, defend and hold harmless the City, its authorized agents, officers, representatives, and employees from and against any and all penalties, including fines, liability or annoyance or loss resulting from claims or court action caused by the Airline's activities on the Airport property. The Airline agrees to

obtain and keep in force throughout the term of this Agreement liability insurance with limits not less than \$1,000,000 for any one injury and \$2,000,000 for any one accident, and \$500,000 for property damage. The Airline shall furnish and maintain on file with the City current certificates providing proof of all insurance coverage. The City shall maintain reasonable and adequate insurance for the operation of the terminal building and the airport.

16. The City shall not be liable for any loss sustained by the Airline, its agents, guests, business visitors or employees as a result of the conduct by the Airline of any operation at the Airport, unless such loss is sustained as the result of the negligence of the City, its agents and employees; provided however, notwithstanding anything in this Agreement to the contrary, the City does not waive any immunity from liability it now has under the law and it expressly reserves the right to assert such defenses as it may have, including immunity, in any claim or court action, and this Agreement shall be construed accordingly.

17. In the event that the Premises are wholly or partially destroyed or damaged so as to render the whole or a substantial part thereof unfit for occupancy, and the same cannot be repaired with reasonable diligence within 120 days after the happening of such destruction or damage, then this Agreement, at the option of the Airline or City, shall cease and terminate as of the date of such destruction or damage. Upon such termination, the City shall repay to the Airline any rents theretofore paid by the Airline with respect to any period after the date of such termination, and thereon the Airline shall surrender possession of the Premises to the City. If such destruction or damage can be repaired within 120 days, the City shall repair the same with all reasonable diligence, and at its own expense, and this Agreement shall continue in full force and effect. During the period of such repair, the rent shall be abated in the same ratio as that portion of the Premises which is rendered unfit for occupancy bears to the whole.

18. The Airline agrees to conduct all flight and ground operations on, at or near the Airport in accordance with proper rules and regulations of all entities having jurisdiction of such operation, including, but not limited to, the U.S. Department of Transportation, the Federal Aviation Administration, appropriate political subdivisions, and the City, and faithfully to observe all general rules and regulations established by the City affecting the use of the Airport.

19. The City, by its duly authorized agents, may enter upon the Premises at any reasonable time for any purpose necessary, incidental to, or connected with the performance of its obligations hereunder, or in the exercise of its functions, or for the purpose of inspection.

20. The City shall maintain the landing area, taxi strips, parking area, lighting facilities and, to the extent they are controlled by it, the air navigation facilities at the Airport in a safe and useable condition and in good repair. The City will provide snow removal for the air operations area, public and employee parking areas, and walkways and tarmac in accord with established procedures and in consideration of the conditions presented by the storm. From time to time, the Airline may be required to remove snow adjacent to the Premises in areas only open to foot traffic for the Airline's customers.

21. The City reserves the right to take any action it considers necessary to protect the

aerial approaches of the Airport against obstruction, together with the right to prevent the Airline from erecting or permitting to be erected any building or other structure on the Airport which in the opinion of the City would limit the usefulness of the Airport or constitute a hazard to air navigation.

22. During the time of war or national emergency, the City shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly owned air navigation facilities, and other area or facilities of the Airport, and if any such agreement is executed, the provisions of this Agreement, insofar as they are inconsistent with the provision of the agreement with the Government, shall be terminated.

23. This Agreement shall be subordinate to the provisions of any existing or future agreement between the City and the United States relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

24. Nothing herein contained shall be construed to grant or authorize the granting of an exclusive right prohibited by Section 308 of the Federal Aviation Act of 1958, as amended. The rights and privileges granted hereunder are nonexclusive, and the City has the right to grant to others the privilege and right of conducting any or all of the aeronautical activities listed herein. However, the City covenants not to enter into any similar agreement with respect to the Airport which contains more favorable terms than are contained in this Agreement or to grant to potential competitors of the Airline privileges not herein authorized, unless the same are concurrently extended to the Airline.

25. The City may cancel this Agreement without forfeiture, waiver or release of the City's right to any sum of money due it or to become due it under the provisions of this Agreement, by giving the Airline 30 days' advance notice to be served as hereinafter provided, upon or after the happening of any of the following events:

25.1 The filing of the Airline of a voluntary petition in bankruptcy.

25.2 The institution of proceedings in bankruptcy against the Airline and the adjudication of the Airline as bankrupt.

25.3 The taking by a court of jurisdiction the Airline's assets pursuant to proceedings brought under the provisions of any federal reorganization act.

25.4 The appointment of a receiver of the Airline's assets.

25.5 The divestiture of the Airline's estate herein by other operation of law.

25.6 The voluntary abandonment by the Airline of its conduct of air transportation at the Airport for a period of 10 days.

25.7 The default by the Airline in the performance or nonperformance of any covenant or agreement herein required to be performed by or required not to be performed by the Airline and the failure of the Airline to remedy such default for a period of 30 days after receipt from the City of written notice to remedy the same, provided no notice of cancellation, as above provided, shall be of any force or effect if the Airline shall have remedied the default before receiving the City's notice of cancellation.

25.8 The assumption by the United States Government or any authorized agency thereof of the operation, control or use of the Airport and facilities, or any substantial part or parts thereof, in such manner as substantially restricts Airline, for a period of at least 90 days, from operating an air transportation system.

25.9 Any assignment made by the Airline for the benefit of its creditors.

25.10 Any non-agreement as to compensation rates of terminal or landing fees.

25.11 The termination of Department of Transportation's subsidized Essential Air Service program as applied to Airline's service at Alliance, Nebraska, or the designation of a carrier other than Airline for such subsidized services at Alliance, Nebraska

26. The Airline may cancel this Agreement and terminate all or any of its obligations hereunder at any time when it is not in default in the payment of any rentals, fees or charges to the City hereunder, by giving the City 60 days' advanced written notice, to be served as hereinafter provided, upon or after the happening of any of the following events:

26.1 The failure or refusal of the Federal Aviation Administration at any time during the term of this Agreement to permit the Airline to operate into or from the Airport with any type of aircraft licensed to operate into or from the Airport or from other airports of like size and character, provided such failure or refusal is not due to any fault of the Airline.

26.2 The issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport or any part thereof so as substantially to affect the Airline's use of the Airport in its conduct of an air transportation system at the Airport, and the remaining in force of such injunction for a period of at least 90 days.

26.3 The inability of the Airline to use the Airport, for a period of in excess of 90 days, because of the issuance of any order, rule or regulation by the Federal Aviation Administration of the Civil Aeronautics Board or other competent governmental entity, preventing the Airline from operating into and from the Airport provided such inability or such order, rule or regulation, is not due to any fault of the Airline.

26.4 The default by the City in the performance of any covenant or agreement herein

required to be performed by the City and the failure of the City to remedy such default for a period of 60 days after receipt from the Airline of written notice to remedy the same, provided no notice of cancellation, as above provided, shall be of any force or effect if the City shall have remedied the default before receiving the Airline's notice of cancellation.

26.5 The assumption by the United States Government or any authorized agency thereof of the operation, control or use of the Airport and facilities, or any substantial part or parts thereto: in such manner as substantially to restrict the airline for a period of at least 90 days, from operating any air transport system.

26.6 Any non-agreement as to the compensation rates of terminal or landing fees.

26.7 The termination of Department of Transportation's subsidized Essential Air Service program as applied to Airline's service at Alliance, Nebraska, or the designation of a carrier other than Airline for such subsidized services at Alliance, Nebraska.

26.8 The lease of space by the City to another airline or airlines for the purpose of providing direct commercial or charter passenger or cargo service between the Airport and the origin of Airline's service(s) to the City, not including any rental services or flights that may be provided by the City's private Fixed Base Operator which are not regularly scheduled and do not require security checkpoints through the Transportation Security Administration facilities.

27. Notwithstanding the foregoing, the City may terminate this Agreement without cause, upon 120 days' advance notice to the Airline.

28. No waiver of default by either party of any of the terms, covenants or conditions hereof shall be construed as a waiver of any subsequent default by the other party.

29. Except as stated herein, the Airline shall not transfer or assign this Agreement or any privileges granted it, either voluntarily or involuntarily, without the prior written permission of the City, which consent shall not be unreasonably withheld. All of the terms, covenants and conditions contained herein shall continue, and bind all successors in interest of the Airline. The Airline may assign its right under this Agreement to an affiliated entity. For purposes of this Agreement, an affiliated entity shall mean (i) an entity that the Airline directly or indirectly controls, and (ii) an entity of which the Airline holds at least 51% of the ownership or an entity that owns at least 51% of the ownership of the Airline, including any parent company or subsidiary company.

30. This instrument defines fully the scope of the rights and privileges extended to the Airline. It expresses the full agreement of the parties, and it should not be construed as conferring by intendment any rights or privileges on the Airline which are not specifically enumerated herein.

31. Any notice desired or required to be served by either party upon the other may be served by depositing such notice in registered United States mail in a sealed envelope, postage prepaid,

or by email, addressed as follows:

To the Airline:
Key Lime Air Corporation
Attn: Glen Rich
13252 E. Control Tower Rd.
Englewood, CO 80112
grich@keylimeair.com

To the City:
City of Alliance
ATTN: Airport Director
P.O. Box D
Alliance, NE 69301
lplacek@cityofalliance.net

31.1 Service shall be deemed complete within three (3) days of such mailing by United States mail or immediately upon transmission of an email to the email addresses designated above. If the sender of an email receives a notice that that the email was undeliverable, then the sender shall send the notice by United States mail.

32. Any ambiguous clause or provision in this Agreement shall be construed, to the extent possible, in favor of compliance with any grant assurances the City has with the United States or any of its agencies and departments.

33. This Agreement shall only be terminated for reasons and causes expressly set forth above.

34. If any provision of this Agreement is deemed invalid, the remaining terms shall remain in effect.

35. Time is of the essence in the performance of each Parties' respective obligations under this Agreement. Any terms and provisions of this Agreement which requires performance after termination shall continue.

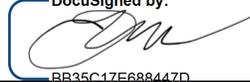
36. This Agreement may be executed in one or more counterparts, each of which may be considered as an original.

37. This Agreement shall be construed and interpreted in accordance with the laws of the State of Nebraska, without reference to conflict of law principles.

City of Alliance, Nebraska

Key Lime Air Corporation, d/b/a Denver Air

Connection



DocuSigned by:
BB35C17E688447D...

By: _____, Mayor

BY: Glen Rich

Date: _____

Title: VP _____

Attest: _____

Date: 4/24/2023 _____

City Clerk